Marion County
Board of County Commissioners
Meeting Agenda

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

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

Tuesday, August 5, 2025 **9:00 AM** **McPherson Governmental Campus Auditorium**

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

All commission and zoning meetings are open to the public.

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

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

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

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

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

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

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

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

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

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

1. PROCLAMATIONS AND PRESENTATIONS:

1.1. PROCLAMATION - Purple Heart Day - Daisy Diaz, Veterans Services Director (Approval and Presentation)

1.2. PRESENTATION - PTSD Awareness Day Presentation of Checks to Benefiting Organizations - Roger Waddell, Public Relations Specialist (Presentation Only)

1.3. PRESENTATION - City/County Bowling League Presentation to Animal Services - Jimmy Cowan, Property Appraiser (Presentation Only)

1.4. PRESENTATION - Mission: Bus Brigade, School Supply Drive - Amanda Tart, Assistant County Administrator (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. March 17, 2025

4. CONSTITUTIONAL OFFICERS AND GOVERNMENTAL OR OUTSIDE AGENCIES:

4.1. Request Approval of Traffic Enforcement Agreement Between William “Billy” Woods, Sheriff of Marion County, Marion County Board of County Commissioners, and Ocala Preserve Association, Inc.

5. CLERK OF THE CIRCUIT COURT:

5.1. Budget Amendment

5.1.1. American Rescue Plan Local Fiscal Recovery Fund - Utilities Line Extensions - $475,765

5.1.2. Budget Transfer from Multiple Funds to Building Safety - $39,140

5.1.3. County Transportation Maintenance Fund - Transportation - $15,000

5.1.4. Fine and Forfeiture Fund - Sheriff Regular Transfer - $44

5.1.5. Fine and Forfeiture Fund - Sheriff Regular Transfer - $3,956

5.1.6. Fire, Rescue and EMS Fund - Fire Rescue Services - $32,929

5.1.7. Fire, Rescue and EMS Fund - Fire Rescue Services - $80,000

5.1.8. Fire, Rescue and EMS Fund - Fire Rescue Services - $1,253,505

5.1.9. General Fund - Multiple Cost Centers - $9,465

5.1.10. General Fund - Public Safety Radio - $74,900

5.1.11. General Fund - Sheriff Jail Transfer - $2,760

5.1.12. Impact Fee West District Fund - Impact Fees West District - $450,000

5.1.13. Marion County Utility Fund - Utilities Management - $100,000

5.1.14. Marion County Utility Fund - Utilities Wastewater System - $18,000

5.1.15. Marion Oaks MSTU - Marion Oaks Recreation - $2,450

5.1.16. Multiple Funds - Sheriff Operations - $497,821

5.1.17. MSTU for Law Enforcement - Sheriff Patrol CID Transfer - $8,000

5.1.18. MSTU for Law Enforcement - Sheriff Patrol CID Transfer - $14,224

5.1.19. MSTU for Law Enforcement - Sheriff Patrol CID Transfer - $49,733

5.1.20. MSTU for Law Enforcement - Sheriff Patrol CID Transfer - $56,113

5.1.21. Parks and Recreation Fees Fund - Parks and Recreation Fees - $444,246

5.1.22. Public Assistance ERA2 Fund - Other Human Services - $700,000

5.1.23. Transfer from County Transportation Maintenance Fund to the Rainbow Lakes Estates MSTU for Road Improvement Fund - $25,000

5.2. Project Adjustment

5.2.1. Transfer Project Funds and Amend the Capital Improvement Program - Stormwater Program - $405,631

5.3. Clerk of the Court Items

5.3.1. Present the Acquisition or Disposition of Property Forms Authorizing Changes in Status, as Follows: 039431, 039484, and 039496

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. FINAL PUBLIC HEARING for the Community Services' 2025-2026 Annual Action Plan

7. CONSENT:

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

7.1. Attorney:

7.1.1. Request Approval of Resolution Releasing Mineral Rights in Connection With the Sandy Clay, LLC Parcel (Budget Impact - None)

7.2. Community Services:

7.2.1. Request Approval of First Amendment Marion County Standard Professional Services Agreement Emergency Rental Assistance 2 Program Between Marion County and Catholic Charities of Central Florida, Inc. d/b/a Blessed Trinity Catholic Church Brother's Keeper (Budget Impact - Neutral; not to exceed $250,000)

7.2.2. Request Approval of First Amendment Marion County Standard Professional Services Agreement Emergency Rental Assistance 2 Program Between Marion County and Neighborhood Housing & Development Corporation (Budget Impact - Neutral; not to exceed $250,000)

7.2.3. Request Approval of Marion County Standard Professional Services Agreement with the United States Department of the Treasury for Emergency Rental Assistance 2 Program Between Marion County and The Salvation Army (Budget Impact - Neutral; not to exceed $200,000)

7.3. Human Resources:

7.3.1. Request Approval of the Reclassification of One (1) Trial Court Staff Attorney Position, Pay Grade 112 Exempt, to One (1) Trial Court Staff Attorney Position, Pay Grade 114 Exempt, within the Budget of Court Innovations CE270606 (Budget Impact - Reoccurring Expenditure of $10,083)

7.4. Procurement Services:

7.4.1. Request Approval of Bid Award: 25B-120 DRA 3794 Erosion Repair - Major Maintenance Project - Art Walker Construction, Inc., Ocala, FL (Budget Impact - Neutral; expenditure of $654,937)

7.4.2. Request Approval of Change Order 1 to Purchase Order 2401187: 21Q-227-TO-13 Phase 1 of Marion Oaks Water Main Extension Construction Phase Services - Kimley-Horn and Associates, Inc., Ocala, FL (Budget Impact - Neutral; additional expenditure of $89,920)

7.4.3. Request Approval of Change Order 1 to Purchase Order 2401307: 21Q-227-TO-14 Phase 2 of Silver Springs Shores Septic to Sewer Construction Phase - Kimley-Horn and Associates, Inc., Ocala, FL (Budget Impact - Neutral; additional expenditure of $182,145)

7.4.4. Request Approval of Change Order 1 to Purchase Order 2500129: 21Q-227-TO-15 Phase 1 of the Silver Springs Shores Septic to Sewer Construction Phase Services - Kimley-Horn and Associates, Inc., Ocala, FL (Budget Impact - Neutral; additional expenditure of $203,700)

7.4.5. Request Approval of Selection Committee Recommendation: 25Q-085 Bridge Repairs - North Florida Professional Services, Inc., Lake City, FL (Budget Impact - Neutral; expenditure of $233,910)

7.4.6. Request Approval of Sole Source Declaration: 25SS-149 Traffic Signal Video Detection Equipment - Iteris, Inc., Santa Ana, CA (Budget Impact - Neutral; estimated annual expenditure of $150,000)

7.4.7. Request Approval of Task Order: 23Q-087-TO-42 County Wide Sidewalk Improvements - Halff Associates, Inc., Tavares, FL (Budget Impact - Neutral; expenditure of $394,510)

7.4.8. Request Approval of Task Order: 23Q-087-TO-43 Malauka Connector (PER Services) - Guerra Development Corp., Ocala, FL (Budget Impact - Neutral; expenditure of $138,920)

7.4.9. Request Approval of Task Order: 23Q-173-CA-04 Pre-Qualified AXIS Security Video Surveillance Systems, Solid Waste Security Video Surveillance System Replacement - DAB Consulting, Inc., Gainesville, FL (Budget Impact - Neutral; expenditure of $57,052)

7.4.10. Request Approval of Task Order for Engineering Design Support Services: 20Q-074-TO-41 SW 49th North Phase - Water Main Extension - Kimley-Horn and Associates, Inc., Ocala, FL (Budget Impact - Neutral; expenditure of $94,420)

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

7.5. Transportation - County Engineer:

7.5.1. Request Approval of a State of Florida Department of Transportation State-Funded Grant Agreement and Supporting Resolution for the NW 49th Street Project from NW 70th Avenue (CR 225A) to NW 44th Avenue, FPN: 2453201-1-54-01 (Budget Impact - Revenue; grant of up to $1,500,000)

7.5.2. Request Approval of Standard Form 424D - Statement of Assurances for Construction Programs for Subgrant Agreement Between the Division of Emergency Management and Marion County for the SW 52nd Street Flood Mitigation Project (Agreement Number H0445) (Budget Impact - None)

7.5.3. Request Approval of a State of Florida Department of Transportation Locally Funded Agreement Supplemental Amendment Number 1 and Supporting Resolution Concerning County Road 484 (at the intersection of Marion Oaks Boulevard) Project (Budget Impact - Neutral)

7.5.4. Request Approval of a Purchase Agreement Associated with the SW 80th Street Road Improvement Project for Parcel 3545-001-001 (Budget Impact - Neutral; expenditure of $230,000)

7.5.5. Request Approval of the Release of a Subdivision Improvement Agreement with Bond Associated with Spires 27 Apartments (Budget Impact - None)

7.6. Utilities:

7.6.1. Request Approval to Repeal Initial Resolution 24-R-261 and Approve the Replacement Resolution for Project MCIH-MO9-01: In-House Water Line Extension Program within Marion Oaks Unit 9 (Budget Impact - None)

7.6.2. Request Approval of Resolution for Project MCIH-KC22-01: In-House Water Line Extension Program within Kingsland Country Estates (Budget Impact - Neutral; expenditure of $21,177)

7.6.3. Request Approval of Resolution for Project MCIH-MO12-01: In-House Water Line Extension Program within Marion Oaks Unit 12 (Budget Impact - Neutral; expenditure of $34,738)

7.6.4. Request Approval of Water Main Extension Connection Agreement WME-100-S Between JNY Alpha, LLC and Marion County Utilities (Budget Impact - Neutral; expenditure of $44,967)

7.6.5. Request Approval of Water Main Extension Connection Agreement WME-107-S Between Booming Homes, LLC and Marion County Utilities (Budget Impact - Neutral; expenditure of $41,310)

7.6.6. Request Approval of Water Main Extension Connection Agreement WME-117-S Between Larson Brothers Holdings, LLC and Marion County Utilities (Budget Impact - Neutral; expenditure of $142,953)

7.6.7. Request Approval of Water Main Extension Connection Agreement WME-120-O Between VSJ Enterprise, LLC and Marion County Utilities (Budget Impact - Neutral; expenditure of $15,223)

8. COUNTY ATTORNEY:

8.1. Request for Designation of a County Representative for Dispute Resolution Mediation and Proceedings under Section 70.51, Florida Statutes (Florida Land Use and Environmental Dispute Resolution Act) Initiated by Lake Louise, LLC (Budget Impact - None)

9. COUNTY ADMINISTRATOR:

9.1. Request Approval of Marion County's State Legislative Priorities for the 2026 Legislative Session

10. COMMITTEE ITEMS: NONE

11. NOTATION FOR ACTION: NONE

12. GENERAL PUBLIC COMMENTS:

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

13. COMMISSIONER ITEMS:

13.1. Commission Comments

13.2. Commission Calendar

13.2.1. Present Commission Calendar

14. NOTATION FOR RECORD:

14.1. County Administrator Informational Items:

14.1.1. Present Solid Waste Monthly Operations Report for June 2025

14.1.2. Present Update on 2022-26 Strategic Plan Empowering Marion for Success II for July 2025

14.1.3. Present the Monthly Building Safety Productivity Report for the Month of June 2025

14.1.4. Present Letters of Support to the East Central Florida Regional Planning Council Dated July 18, 2025 Regarding FloridaCommerce Technical Assistance Grant Proposal

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 25-27, 25-28, and 25-29 With the Secretary of State's Office

14.3.2. Present Update for Sheriff Budget FY 2025-26

14.3.3. Present Update for Property Appraiser Budget FY 2025-26

14.3.4. Present Administrative Transfer Report for FY 2024-25

14.3.5. 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 - June 11, 2025

14.4.2. Development Review Committee - June 30 and July 7, 2025

14.4.3. Land Development Regulation Committee - June 18, 2025

14.4.4. License Review Board - June 10, 2025

14.5. General Informational Items:

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

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

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

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

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

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19923 **Agenda Date:** 8/5/2025 **Agenda No.:** 1.1.

SUBJECT:
PROCLAMATION - Purple Heart Day - Daisy Diaz, Veterans Services Director (Approval and Presentation)

INITIATOR:
Jennifer Clark, Executive Assistant

DEPARTMENT:
Commission Office

DESCRIPTION/BACKGROUND:
See attached.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion for approval and presentation.

PROCLAMATION

BOARD OF COUNTY COMMISSIONERS
OF MARION COUNTY, FLORIDA

WHEREAS, the Marion County Board of County Commissioners recognizes the Purple Heart, designed to honor those wounded or killed in action while serving in the United States Armed Forces, as the oldest American military decoration awarded for merit, having been established in 1782; and

WHEREAS, Purple Heart Day is observed annually in the United States on August 7th, coinciding with the date the Commander-In-Chief of the Continental Army General George Washington commissioned the Badge of Military Merit, the precursor to the Purple Heart at Newburgh-on-the-Hudson, New York; and

WHEREAS, on February 22, 1932, the 200th anniversary of George Washington's birthday, the United States War Department issued General Order No. 3, reviving the award and renaming it the Purple Heart; and a decade later, President Franklin D. Roosevelt through Executive Order 9277 adjusted eligibility criteria and authorized the Navy Department to award the Purple Heart to anyone serving in the United States Navy, Marine Corps, or Coast Guard; and

WHEREAS, countless Americans have been wounded in combat while defending our great nation against armed enemies, and many more have made the supreme sacrifice, giving their lives for their country, and because of the nature of their injuries, these Purple Heart recipients bear their battle wounds for life; and

WHEREAS, the Board of County Commissioners believes that recognizing our Purple Heart recipients can help raise awareness about the impacts of wartime deployments and combat situations on veterans and their families, highlighting the importance of providing them with the support and resources they need to lead a fulfilling life after their service;

NOW THEREFORE, the Board of County Commissioners of Marion County, Florida, by virtue of the authority vested in us do hereby proclaim that **August 7th, 2025** be known as

"Purple Heart Day in Marion County"

in recognition of the nearly 2 million United States service members that have been awarded the Purple Heart since its inception, including multiple recipients living right here in Marion County.

DULY PROCLAIMED this **5th** day of **August, 2025.**

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

_____
KATHY BRYANT, CHAIR

_____
CARL ZALAK, III, VICE CHAIR

_____
MICHELLE STONE, COMMISSIONER

ATTEST:

_____
CRAIG CURRY, COMMISSIONER

_____
GREGORY C. HARRELL, CLERK

_____
MATT MCCLAIN, COMMISSIONER

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19938 **Agenda Date:** 8/5/2025 **Agenda No.:** 1.2.

SUBJECT:
PRESENTATION - PTSD Awareness Day Presentation of Checks to Benefitting Organizations - Roger Waddell, Public Relations Specialist (Presentation Only)

INITIATOR:
Bobbi Perez, Director

DEPARTMENT:
Public Relations

DESCRIPTION/BACKGROUND:
The 2025 PTSD Walk/Run was a tremendous success, drawing record-breaking support. Proceeds from the event, including T-Shirt sales, directly benefited three incredible local organizations: Veterans Helping Veterans, Marion County Fire Rescue Peer Support, and H3 Adventures. The community came together and made a powerful impact for those in most need of support in our county.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Presentation only.

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19970 **Agenda Date:** 8/5/2025 **Agenda No.:** 1.3.

SUBJECT:
PRESENTATION - City/County Bowling League Presentation to Animal Services - Jimmy Cowan, Property Appraiser (Presentation Only)

INITIATOR:
Jennifer Clark, Executive Assistant

DEPARTMENT:
Commission Office

DESCRIPTION/BACKGROUND:
Last year the City/County Bowling league was restarted and has seen great support. After awarding the first-place team their prize, the league voted to donate the remaining prize funds. It was unanimously decided to make the donation to Marion County Animal Services.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Presentation only.

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19464 **Agenda Date:** 8/5/2025 **Agenda No.:** 1.4.

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

INITIATOR:
Amanda Tart, Assistant County Administrator

DEPARTMENT:
Administration

DESCRIPTION/BACKGROUND:
The Marion County Board of County Commissioners continues its longstanding support of local education with this annual School Supply Drive. The County's employees and the Constitutional Offices have shown their commitment to empowering students in our community for success by providing supplies to local children in need. The goal of this campaign is to make sure every student is prepared with the necessary resources to learn on the first day of school.

As in past years, all proceeds and donations received during this campaign will be given to the Marion County Public School's (MCPS) Homeless and Needy Children's Program for distribution to students through the various elementary, middle, and high schools.

As part of the County's competition, the following awards will be presented to the winning departments:

- Design-A-Bus Contest:
  - Most Unique Bus
  - Most Realistic Bus
  - Funniest Bus
- School Supply Drive Contest:
  - 2025 Golden Ruler Award, presented to the department with the most points
  - 2025 Division Champion Trophy, presented to the division with the most points

Additionally, Dr. Danielle Brewer, Interim Superintendent, MCPS, will be present to address the Board and receive donations on behalf of the School Board. MCPS has arranged for a school bus to be parked outside and Commissioners will have the opportunity to place some of the donated supplies inside the bus.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Presentation only.

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19931 **Agenda Date:** 8/5/2025 **Agenda No.:** 3.1.

SUBJECT:
March 17, 2025

INITIATOR:
Deputy Clerk

DEPARTMENT:
Clerk of Court

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

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to adopt minutes.

Official Minutes of
MARION COUNTY
BOARD OF COUNTY COMMISSIONERS

March 17, 2025

CALL TO ORDER:
The Marion County Board of County Commissioners met in regular session in Commission Chambers at 1:31 p.m. on Monday, March 17, 2025 at the Marion County Governmental Complex located in Ocala, Florida.

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

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

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

1. PLANNING & ZONING AND DRC WAIVER REQUESTS - REQUEST PROOF OF PUBLICATION (AT 9:00 AM):
Chairman Bryant passed the gavel to Commissioner Zalak, who assumed the Chair.
Commissioner Bryant out at 1:33 p.m.
County Attorney Matthew G. Minter provided a brief overview of the process for today's zoning and Special Use Permit (SUP) hearings.
Mr. Minter requested that everyone who will be testifying today to please stand and be sworn in en masse.
Commissioner Bryant returned at 1:39 p.m.
Chairman Zalak returned the gavel to Commissioner Bryant, who resumed the Chair.
Deputy Clerk Lewter presented proof of publication of Legal ad No. 11072614 entitled, "Notice of Intention to Consider Adoption of an Ordinance" published in the Star Banner newspaper on March 3, 2025. The Notice states the Board will consider adopting an Ordinance approving Comprehensive Plan Amendments, zoning changes and Special Use Permits (SUP).

1.1. Planning and Zoning Consent Items:
Growth Services Director Chuck Varadin advised that the one (1) petition listed on the Consent Agenda is recommended for approval by both the Planning Division and the P&Z Commission.

P&Z PUBLIC HEARING ON FEBRUARY 24, 2025
Motion was made by Mr. Behar and seconded by Mr. Bonner to agree with staff's findings and recommendation and recommend approval of the Consent Agenda items.

1. Will not adversely affect the public interest

DRAFT

2. Is consistent with the Marion County Comprehensive Plan
3. Is compatible with the surrounding land uses

The Motion passed 7-0

Chairman Bryant opened the floor to public comment.

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

Commissioner Zalak requested the item be pulled for discussion.

1.1.1. 250302SU - Ashley Castrenze, Brian Pedroza, and Sallee Horse Vans, Inc., Special Use Permit to Allow for Transportation Services Solely Related to the Transport of Horses and Livestock, in a General Agriculture (A-1) Zone, 10 Acres, Parcel Account Number 13091-000-00, Site Address 5152 W Highway 326, Ocala, FL 34482

The Board considered a petition by Ashley Elizabeth Castrenze, Brian Pedroza, & Sallee Horse Vans, Inc., for a Special Use Permit, Articles 2 and 4, of the Marion County Land Development Code, to allow for transportation services exclusively for the transport of horses and livestock, to support agricultural and equine-related operations, in General Agriculture (A-1) zone, on an approximate 10 Acre Parcel, on Parcel Account Number 13091-000-00, Site Address 5152 W Highway 326, Ocala, FL 34482

Commissioner Zalak requested staff define “significant mechanical repairs” as it relates to Special Use Permits.

Growth Services Director Chuck Varadin advised that the term “significant mechanical repairs” is not currently defined by the County.

Commissioner Zalak opined that the language could be change to “routine maintenance” and not allow repairs involving fluids.

James Hartley, Gooding & Batsel, SE 36th Avenue, on behalf of the applicant, advised that the applicant does not oppose the language change.

A motion was made by Commissioner Zalak, seconded by Commissioner Stone, to approve consent agenda item 1.1.1, agreeing with Growth Services Department staff and the P&Z Commission recommendations, based on findings that the proposed use is compatible with the surrounding land uses, is consistent with the Comprehensive Plan and will not adversely affect the public interest. The motion was unanimously approved by the Board (5-0).

Resolution 25-R-85 contains the following Conditions:

1. A commercial driveway apron onto the property that meets OCE's standards of development shall be required as part of the Major Site Plan process.
2. No backup beepers may be utilized on the property.
3. No mechanical repairs beyond routine maintenance may take place on-site and no repairs involving fluids are permitted.
4. Parking of Trucks is restricted to impervious surfaces.
5. This site will be limited to a maximum of thirty (30) semi-truck and trailer combinations and eight (8) fifth-wheel and trailer combinations.
6. The renting out of parking spaces is not allowed. Only Sallee Horse Vans, Inc. tractors and trailers shall be allowed on-site to conduct the proposed transportation service.
7. Requirements put in place by Marion County Utilities must be met.
8. AB-type buffer along the eastern property boundary line, running the length of the parking area and including the turnaround at the southern end of the property, shall be provided.

DRAFT

a. B-Type buffer shall consist of a 20 ' wide landscape strip (with an 8' opaque privacy fence in lieu of a wall) containing at least two shade trees and three accent/ornamental trees for every 100 lineal feet or fractional part thereof. Shrubs and groundcovers, excluding turf grass, shall comprise at least 50 percent of the required buffer. (with an 8' high opaque privacy fence in lieu of a wall)

9. An 8' opaque privacy fence shall also be included along the western property boundary line, running the length of the parking area and including the turnaround at the southern end of the property.
10. The applicant shall maintain existing vegetative buffering along the perimeter of the subject property.
11. A solid hedgerow shall be planted behind the existing fencing located near the right of way behind the stand of existing trees.
12. Permits necessary for signage to be obtained through Building Safety.
13. A photometric plan shall be provided during the Development Review Phase if additional lighting is proposed to be added to the site.
14. This site shall be developed consistent with the proposed conceptual plan.
15. The Special Use Permit runs with Sallee Horse Vans, Inc.
16. Any division of land or change in the acreage will result in the nullification of the special use permit.
17. Any expansion of building structures or impervious areas beyond that permitted by the conceptual plan will require obtaining a new/revised Special Use Permit.

UPDATE: Mr. Varadin advised that Agenda Items 15.2.2 and 15.2.3 scheduled for Tuesday, March 18, 2025 relating to Jax Road, LLC, have been withdrawn by the applicant.

In response to Commissioner Zalak, Mr. Varadin stated staff will go through the Public Relations (PR) Department to notify the public of the withdrawal.

Chairman Bryant directed staff to reply to any electronic mail (email) received from the public relating to these item advising them of the withdrawal, as well as having PR post the information on social media.

1.2. Planning and Zoning Items for Individual Consideration:

1.2.1. Repeal Marion County Resolution 24-R-677 and Ordinance No. 24-34 for 241210ZP - GPK Ocala One, LLC, Zoning Change from General Agriculture (A-1) to Planned Unit Development, ±39.36 Acres, Parcel Account Number 36640-004-00, No Address Assigned

Deputy Growth Services Director Ken Weyrauch presented the following recommendation:

Description/Background: Resolution No. 24-R-677 and related Ordinance No. 24-34 were mistakenly approved on December 17, 2024. The request aligned with a High Residential Future Land Use designation. However, it has since been determined that the property has a Medium Residential Future Land Use designation.

Today’s request is to adopt a Resolution that repeals Resolution No. 24-R-677 and adopt an Ordinance that repeals Ordinance No. 24-34.

Budget/Impact: None.

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Recommended Action: Motion to adopt a Resolution that repeals Resolution No. 24-R-677 and adopt an Ordinance that repeals Ordinance No. 24-34.

Growth Services Director Varadin advised that the request is for the repeal of Resolution 24-R-677 and Ordinance 24-34 relating to zoning case 241210ZP, GPK Ocala One, LLC.
Chairman Bryant opened the floor to public comment.
Moreen Merrick, Juniper Road, did not come forward when called upon to speak.
Chairman Bryant advised that public comment is now closed.
A motion was made by Commissioner Stone, seconded by Commissioner Curry, to adopt Resolution 25-R-86 repealing Resolution 24-R-677 and adopt Ordinance 25-07 repealing 24-34. The motion was unanimously approved by the Board (5-0).
Resolution 25-R-86 is entitled:

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, PROVIDING FOR REPEAL OF MARION COUNTY RESOLUTION NO. 24-R-677; AND PROVIDING AN EFFECTIVE DATE.

Ordinance 25-07 is entitled:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, PROVIDING FOR REPEAL OF MARION COUNTY ORDINANCE NO. 24-34; AND PROVIDING AN EFFECTIVE DATE

1.2.2. 250301SU - Sparr United Methodist Church, Inc., Special Use Permit to Allow for the Installation of Four (4) RV Spaces and Hook-ups, Providing Free Accommodations for Out-Of-Area Volunteers Assisting with Church and Community Service Projects, in a Regional Business (B-4) Zone, 1.07 Acres, Parcel Account Number 07836-001-00, Site Address 13130 NE Jacksonville Road, Citra, FL 32113
The Board considered a petition by Sparr United Methodist Church, Inc, for a Special Use Permit, Articles 2 and 4, of the Marion County Land Development Code, to allow for the installation of four (4) RV spaces and hook-ups, providing free accommodations for out-of-area volunteers assisting with Church and Community Service projects, in Regional Business (B-4) zone, on an approximate 1.07 Acre Parcel, on Parcel Account Number 07836-001-00, Site Address 13130 NE Jacksonville Road, Citra, FL 32113

P&Z PUBLIC HEARING ON FEBRUARY 24, 2025
250301SU Planning and Zoning Commission Recommendation
Motion was made by Mr. Behar, seconded by Mr. Fisher, to agree with staff's findings and recommendation, and recommend approval with conditions of the SUP based on the following findings of fact:

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

The Motion passed unanimously 7-0.

Planner Kathleen Brugnoli, Growth Services, provided a brief overview of the SUP request to allow for the installation of four (4) RV spaces and hook-ups, providing free accommodations for out-of-area volunteers assisting with church and community service projects, in a B-4 zone. She advised that this matter was brought to staff’s attention as a Code Enforcement case in March of 2024, noting the violation was for the instillation of Recreational Vehicle (RV) electrical pedestals without the applicable permits. When the applicant was notified the pedestals were removed and the case was closed in May 2024.

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Ms. Brugnoli advised that staff did take into consideration the policies relating to the Farmland Preservation Area (FPA). She stated this will be temporary use that will be limited by Conditions established by staff.

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

1. The site shall be limited to a maximum of four (RVs) on-site at any given time twice a year for a maximum of six weeks at a time.
2. Growth Services shall be notified, in writing, when RVs are being used on the property.
3. There shall be no renting of RV spaces.
4. The RV's brought on-site will be self-contained with waste-water storage for off-site disposal. Connection to a septic tank is prohibited.
5. The natural vegetative buffer as shown on the conceptual plan in Attachment A Page 6 shall remain untouched.
6. RV's shall be parked so that the potential for headlight glare will be facing east towards NE Jacksonville Rd.
7. A photometric plan shall be provided during the Development Review Phase if additional lighting is proposed to be added to the site.
8. This site shall be developed consistent with the proposed conceptual plan.
9. The Special Use Permit runs with Sparr United Methodist Church. If this parcel (07836-001-00) or the church parcel (07861-000-00) are sold, deeded to a different owner, or subdivided in any way, the special use permit shall be nullified.
10. The Special Use Permit shall expire on March 17, 2030; however, it may be renewed administratively for up to a five (5) year duration, a maximum of three (3) times, by a written instrument signed and issued by the Growth Services Director (or position equivalent to the Growth Services Director at that time) unless:
    a. There have been unresolved violations of the County Land Development Code, the County Code of Ordinances, and/or the conditions of the Permit,
    b. Neighboring property owners within 300' of the subject property have complained to the County Code Enforcement, Zoning, or equivalent/similar Departments/Divisions about the uses of the subject property by this Permit, or
    c. The Growth Service Manager determines that renewal should be considered directly by the Board of County Commissioners through the Special Use Permit review process (or review process equivalent at that time.)

In response to Commissioner Stone, Ms. Brugnoli advised that Condition 2 requires Growth Services to be notified in writing when the sites are being utilized. She clarified that the site is limited to twice a year regardless of the number of RVs onsite. Ms. Brugnoli stated if the applicant has already utilized their allotted times and an emergency arises in the community they would have to find another location to house the RVs.

Chairman Bryant opened the floor to public comment.

Marcia Armstrong, NE 132nd Place, expressed support for the proposed SUP, noting the Church is an asset to the community.

Jill Stephens, P.O. Box 777, on behalf of the applicant, advised that every March a group

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of nomads come in from across the Country to perform church and community projects. The second occurrence would be for emergencies such as natural disasters.
In response to Ms. Stephens, Ms. Brugnoli advised that written notice can be given a couple of days in advance, which will give staff time to let Code Enforcement know the RVs are allowed onsite. She stated the applicant would have to go through the Building Department in order to have the electric reinstalled.
Chairman Bryant advised that public comment is now closed.
A motion was made by Commissioner Stone, seconded by Commissioner Zalak, to adopt resolution 25-R-87 approving the SUP request with Conditions 1 through 10, agreeing with Growth Services staff and the P&Z Commission recommendation, based on findings that the proposed use is compatible with surrounding land uses, is consistent with the Comprehensive Plan and will not adversely affect the public interest. The motion was unanimously approved by the Board (5-0).

1.2.3. 250107ZC - SUZIQ, LLC, Zoning Change from Heavy Business (B-5) to Mixed Residential (R-4) for a ±1.09 Acre Portion and a Zoning Change for an Additional ±1.09 Acre Portion from Mixed Residential (R-4) to Heavy Business (B-5), 26.30 Acres, Parcel Account Number 36887-000-00, Site Address 9110 S US Highway 441, Ocala, FL 34480
The Board considered a petition by SUZIQ, LLC, for a Zoning Change, Articles 2 and 4, of the Marion County Land Development Code, requesting a zoning change for a ±1.09-acre portion from Heavy Business (B-5) to Mixed Residential (R-4) and a zoning change for an additional ±1.09-acre portion from Mixed Residential (R-4) to Heavy Business (B-5), for all permitted uses, on an approximate 26.30 Acre Parcel, on Parcel Account Number 36887-000-00, Site Address 9110 S US Highway 441, Ocala, FL 34480

P&Z PUBLIC HEARING ON FEBRUARY 24, 2025

250107ZC Planning and Zoning Commission Recommendation

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

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

The Motion passed unanimously 7-0.

Planner Brugnoli, Growth Services, provided a brief overview of the request for a zoning change from B-5 to R-4 and zoning change from R-4 to B-5, noting the applicant is basically requesting to flip the zoning on two portions of the property. She advised that staff and P&Z Commission recommend approval.
Rodney Rodgers, SE 3rd Avenue, on behalf of the applicant, advised that the request is to take 1.09 acres from a portion of the existing R-4 property and changing it to B-5 and then taking 1.09 acres from a portion of the existing B-5 property and changing it to R-4. He stated the intent is to be able to better develop the property, noting how it is currently is creating triangles.
Chairman Bryant opened the floor to public comment.
There being none, Chairman Bryant advised that public comment is now closed.
A motion was made by Commissioner Curry, seconded by Commissioner McClain, to approve the zoning change for a ±1.09-acre portion from B-5 to R-4 and a zoning change for an additional ±1.09-acre portion from R-4 to B-5, for all permitted uses, on an approximate 26.30 Acre Parcel, agreeing with Growth Services staff and the P&Z

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Commission, based on findings and recommendations that the proposed use will not adversely affect the public interest, is consistent with the Comprehensive Plan and is compatible with the surrounding land uses. The motion was unanimously approved by the Board (5-0).

1.2.4. 250303ZC - Gateway Properties, LLC, et al, Zoning Change from Light Industrial (M-1) to Heavy Industrial (M-2), 35.64 Acre Tract, Parcel Account Numbers 13708-000-06 and 13708-001-00, No Address Assigned

The Board considered a petition by Gateway Properties, LP, Bruce and Lynn Denson, Bradley Denson, Donna Heilman, Paul E Fornof and Joan I Fornof Joint Revocable Living Trust, for a Zoning Change, Articles 2 and 4, of the Marion County Land Development Code, from Light Industrial (M-1) to Heavy Industrial (M-2), for all permitted uses, on an approximate 35.64 Acre Tract, on Parcel Account Numbers 13708-000-06 and 13708-001-00, Site Addresses 3945 and 4031 NW 35th Street, Ocala, FL 34482.

P&Z PUBLIC HEARING ON FEBRUARY 24, 2025

250303ZC Planning and Zoning Commission Recommendation

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

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

The Motion passed unanimously 7-0.

Transportation Planner Kenneth Odom, Growth Services, advised that the applicant is requesting this matter be continued to Tuesday, March 18, 2025, noting they are working with staff and Legal to determine if it would be better to maintain the M-1 designation and include a Developer's Agreement or change to M-2 with a Developer's Agreement.

Mr. Minter advised that there was a Special Act in 1985 regarding conditional zoning, which provides that the Board of County Commissioners (BCC) can approve a zoning Ordinance with conditional zoning when the Conditions are proffered by the property owner. The Conditions have to be consistent with the Comprehensive Plan and once the Conditions are approved, they will be enforced just like any other zoning regulation. He stated the BCC cannot negotiate Conditions with the applicant, noting the applicant/owner has to proffer the Conditions to the BCC and no agreement can be made by the County to offer to rezone in exchange for proffered Conditions.

In response to Chairman Bryant, Mr. Odom advised that the applicant would like to have time to speak with their home office before moving forward with any type of Developer's Agreement or operating Conditions.

ACA Tracy Straub commented on the intensity of the M-2 zoning and advised that in the past staff would have suggested the applicant proceed by considering a lower intensity zoning such as M-1 with a SUP, which would require the applicant to start the process over. She stated it was shared with the applicant that this is an option that was pursued by some other property owners.

Commissioner Stone advised that she has a schedule conflict and will not be able to attend the zoning meeting on Tuesday, March 18, 2025.

Commissioner Zalak expressed concern with the intensity of M-2 zoning.

Mr. Odom advised that the development will be a wholesale distribution center. He opined that this particular land use might not be the most fitting for M-2. Typically, on M-2 there

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are exterior components available. M-1 has internal uses. Mr. Odom stated since there is no manufacturing taking place, the proposed use is more in line with logistics, it would be better suited in B-5; however, it is not listed in the LDC under B-5. The applicant indicated that the operation will be completely internal. He advised that renderings were provided to staff of a facility the developer recently completed in South Carlonia. The renderings were not included in the Agenda Packet, but will be shown on the overhead screens.
In response to Chairman Bryant, Mr. Odom advised that the current Land Use is Commerce District, which allows for B-4, B-5, M-1 and M-2. He stated B-5 was not discussed with the applicant because staff were following the LDC, which lists this use in M-2.
Emerson Marshal, Beacon Marshal, Granger Road, Akron, Ohio, on behalf of the applicant, requested the Board allow them time to speak with corporate to determine how they wish to move forward.
Wesley Hayes, Country Road 227, Troy, Alabama, on behalf of the applicant, advised that continuing to Tuesday, March 18, 2025 would be the preference. Mr. Hayes commented on a similar facility the company has in Dothan, Alabama, which has $29,000,000.00 worth of inventory and it is all located inside.
General discussion ensued.
A motion was made by Commissioner Stone, seconded by Commissioner Zalak, to continue this matter until Tuesday, March 18, 2025 at 2:00 p.m. The motion was unanimously approved by the Board (5-0).

Senior Planner Chris Rison, Growth Services, advised that Agenda Items 1.2.5 and 1.2.6 have been withdrawn by the applicant. He noted for the record that the parcels for these items are adjacent to the parcels in Agenda Items 1.2.7 and 1.2.8.
1.2.5. 25-S01 - 8640 SE 73 LLC, Small-Scale Land Use Change from Low Residential (LR) to Employment Center (EC), 4.42 Acres, Parcel Account Number 3564-023-000, Site Address 8640 SW 73rd Avenue, Ocala, FL 34476 (WITHDRAWN)
The petition by 8640 SE 73 LLC, for a Land Use Change, Articles 2 and 3, of the Marion County Land Development Code, from Low Residential (LR) to Employment Center (EC), on an approximate 4.42 Acre Parcel, on Parcel Account Number 3564-023-000, Site Address 8640 SW 73rd Avenue, Ocala, FL 34476 was withdrawn.

1.2.6. 250109ZC - 8640 SE 73 LLC, Zoning Change from General Agriculture (A-1) to Regional Business (B-4), 4.42 Acre Parcel, Parcel Account Number 3564-023-000, Site Address 8640 SW 73rd Avenue, Ocala, FL 34476 (WITHDRAWN)
The petition by 8640 SE 73 LLC, for a zoning change, Articles 2 and 4, of the Marion County Land Development Code, from General Agriculture (A-1) to Regional Business (B-4), for all permitted uses, on an approximate 4.42 Acre Parcel, on Parcel Account Number 3564-023-000, Site Address 8640 SW 73rd Avenue, Ocala, FL 34476 was withdrawn.

1.2.7. 25-S02 - North Pointe Mobile Home Sales, LLC, Small-Scale Comprehensive Plan Amendment for a Future Land Use Designation Change from Commercial to Employment Center, 2.26 Acres, Parcel Account Number 3564-032-000, Site Address 7265 SW Hwy 200, Ocala, Green Turf Acres Unrecorded Subdivision Lot 32 (Request Continued from January 13, 2025)

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The Board considered a petition by North Pointe Mobile Home Sales, LLC, for a Land Use Change, Articles 2 and 3, of the Marion County Land Development Code, from Commercial (COM) to Employment Center (EC), on an approximate 2.26 Acre Parcel, on Parcel Account Number 3564-032-000, Site Address 7265 SW Highway 200, Ocala, FL 34476

P&Z PUBLIC HEARING ON FEBRUARY 24, 2025

25-S02 Planning and Zoning Commission Recommendation

Motion was made by Mr. Behar, seconded by Mr. Bonner, to agree with staff's findings and recommendation, and recommend denial of the land use change based on the following findings of fact:

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

The Motion passed unanimously 7-0.

Senior Planner Rison, Growth Services, advised that Agenda Items 1.2.7 and 1.2.8 are companion items and can be heard together. He stated 7 property owner notifications went out and only 1 letter was received in opposition, but there are several people who spoke in opposition at the P&Z Commission hearing. Mr. Rison provided a brief overview of the request for a land use change from Commercial to Employment Center. He advised that the applicant has established a commercial business on this site, which is a violation of the Code and what has prompted this application. Mr. Rison commented on the surrounding properties and uses. He provided an overview of the site photos as shown on the overhead screens.

Mr. Rison advised that the adjacent development Green Turf Acres would qualify as a rural neighborhood due to the larger parcels, noting the average density is 3.3 acres. He stated staff's concern is the proposed changes would have more intense uses to encroach further into the residential neighborhood. Mr. Rison addressed the potential traffic impact of an employment center use.

Mr. Rison reiterated Green Turf Acres is a rural neighborhood and Employment Center is the highest mixed use land use classification, noting if approved it would provide for further encroachment to the subdivision.

Mr. Rison stated Highway 200 access could become an issue because of the corner location of the site. He stated SW 73rd Avenue is an internal privately maintained local roadway for the subdivision and is in substandard condition. Other than this site and 2 church sites there are not any other commercial type activities within Green Turf Acres. Mr. Rison advised that staff and the P&Z Commission recommend denial of the Comprehensive Plan Amendment.

Mr. Rison provided a brief overview of the zoning change from B-2 to B-4. He stated staff and P&Z Commission recommend denial of the zoning change.

Commissioner Zalak out at 2:30 p.m.

Austin Dailey, Klein & Klein, LLC, attorney on behalf of the applicant, advised that the applicant was informed in order to request the Zoning change from B-2 to B-4 the land use amendment was required.

Commissioner Zalak returned at 2:31 p.m.

Mr. Dailey stated the reason for the request is because the current use of manufactured home, model home complex is a B-4 use. He advised that this property is commercially zoned and is part of a platted subdivision from 1970, noting it has had a commercial

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zoning classification since at least 1989. Mr. Dailey advised that the development standards for B-2 and B-4 are identical.
Mr. Dailey commented on the definitions for model home; model home sales lot or model home complex; mobile home; and manufactured building. He referred to the zoning map on the overhead screens showing both sides of the road in the area of the subject property are heavily commercial, with a large amount of B-4 and Industrial zoning.
Mr. Dailey advised that the subject property is located within the Urban Growth Boundary (UGB). He provided the definitions for Commercial and Employment Center Land Use, which are both considered to be mixed uses.
Mr. Dailey advised that the only reason the Employment Center Land use is being requested is because the applicant was informed that it was necessary in order to have the B-4 zoning. He stated if the applicant can have the B-4 or the mobile home sales complex within B-2 zoning or Commercial Land use than no change would be necessary.
Mr. Dailey commented on the lack of clarity of what is required to have B-4, noting the applicants are relying on staff's interpretation.
Mr. Dailey provided a brief overview of the surrounding area. He advised that the traffic has been mentioned as a concern; however, the traffic department reviewed the request and stated: "There are no traffic concerns with this request. The parcel is already zoned for B-2. Most of the highest traffic generating uses are allowed in the current B-2 zoning." He advised that a site plan will have to be done regardless of the zoning classification, noting any traffic improvements required by the LDC will be done. Mr. Dailey stated it is his understanding the Florida Department of Transportation (FDOT) will not allow access to the site from Highway 200; therefore, the access will be off of SW 73rd Avenue and improvements will need to be made to accommodate this ingress/egress point.
Mr. Dailey commented on the required buffers, noting any aesthetic or compatibility concerns can be mitigated through buffering and LDC standards, as required for all Commercial development. He stated mobile home sales lots function as a retail showroom, displaying models for purchase. A typical model has a 2 year life on-site prior to being removed and replaced with a newer model.
Mr. Dailey advised that modular homes, also factory-built and delivered, face no such restriction and are permitted in B-2, despite similar logistics. He stated sales lots require minimal infrastructure beyond parking and utilities, comparable to other B-2 uses. He stated mobile home sales are a retail activity akin to selling other prefabricated homes, with mobility being a logistical detail, not a zoning determinant.
Mr. Dailey stated a SUP could suffice if additional oversight is desired.
In response to Commissioner Curry, Matt Bennett, Florida Modular Homes, NW 50th Avenue, applicant, advised that 10 units are being proposed for this site.
Paolo Mastroserio, Mastroserio Engineering, SE 32nd Place, stated 10 units might not be feasible on the site.
In response to Chairman Bryant, Mr. Mastroserio advised that some preliminary engineering was done, but it included the lots that have been withdrawn. He stated 6 units is probably the most units that can fit on the property.
Commissioner Curry questioned how long the 6 units will be on the property. Mr. Bennett advised the units sit on site for approximately 18 months to 2 years.
General discussion ensued relating to the ingress/egress and traffic.
Chairman Bryant questioned the number of mobile homes onsite now. Mr. Bennett stated there are 4 mobile homes and 6 modular homes, noting the modular homes remain on

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site for approximately 18 to 24 months. Mr. Bennett advised that he is willing to limit the moving of units to 1 designated date per month.
General discussion ensued.
Commissioner Stone out at 2:56 p.m.
General discussion resumed.
Mr. Dailey clarified that the applicant does intend to have a mix of modular and mobile homes onsite, noting the modular homes are allowed in the existing zoning.
Commissioner Stone returned at 2:59 p.m.
Mr. Mastroserio advised that there will be a total of 6 units on the site, noting there are two fixed structures on site.
In response to Commissioner Zalak, Mr. Rison advised that residential conversion from B-2 is 8 dwelling units per acre.
Chairman Bryant opened the floor to public comment.
Chairman Bryant passed the gavel to Commissioner Zalak, who assumed the chair
Commissioner Bryant out at 3:00 p.m.
Les Boilleau, SW 86th Lane, advised that the applicant has not complied with County Code on this site and expressed concern with them adhering to Code in the future. He opined that the entrance could be installed on Highway 200 and avoid SW 73rd Avenue.
Commissioner Bryant returned at 3:03 p.m.
Chairman Zalak returned the gavel to Commissioner Bryant, who resumed the Chair.
In response to Commissioner Stone, Mr. Boilleau advised that SW 73rd Avenue is the main access into Green Turf Acres. He stated the neighborhood maintains SW 73rd Avenue.
Mr. Rison advised that Green Turf Acres is an unrecorded registered subdivision. It does not have formal dedication for right-of-way (ROW) depicted on the plat map; therefore, they are perceived as private roads that are owned and maintained by the property owners. He stated the County has not taken over those roads, nor does it operate those roads because they were not formally conveyed to the public.
In response to Commissioner McClain, Commissioner Stone stated the residents are currently maintaining the roads.
Janet Barber, SW 73rd Avenue, commented on the existing zoning classifications in the surrounding area. She expressed concern during hurricanes for the homes onsite as they are not tied down. Ms. Barber advised that there are more than 10 units onsite and more were brought in after the last meeting relating to this matter. She urged the Board to deny the request.
Jolane Weeks, SW 86th Lane, expressed concern with traffic and the impact this use will have on the road, which is maintained by the residents. She stated currently there are over 13 manufactured/mobile homes and park models on the property. Ms. Weeks requested the Board to deny the requests.
Barbara Speer, SW 73rd Avenue, commented on the applicant bringing in additional trailers/modular homes, the height of the wall on SW 73rd Avenue, the lack of outreach from the applicant, and the rural nature of the community.
Stacey Raisch, SW 74th Court, advised that at the previous meeting the applicant requested additional time to meet with residents; however, no one reached out, and nothing has been done relating to the road or fence the applicant stated he would maintain. She questioned if residents will be back before the Board every week if the request is granted due to the applicant being in violation. Ms. Raisch noted much of the Commercial property going down SR 200 is not part of a private neighborhood, like her

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community.
Tom Worthington, SW 73rd Avenue, stated the previous Commercial use on the subject parcel did not generate complaints from neighbors. He commented on the buffering that Lowe's has, noting their site is not visible from his home unlike the applicant's.
Debbie Tellez, SW 74th Court, stated she drives a low profile sports car and is only able to exit the neighborhood on SW 73rd Avenue. She stated she had been stopped 3 times while attempting to leave due to the applicant's semi-trucks blocking the entrance and forcing her to wait until they move.
Dale Barber, SW 73rd Avenue, expressed concern relating to the upgrading of SW 73rd Avenue and urged the Board to deny the request.
Michelle Tolley, SW 83rd Place, commented on the rural nature of the area, and requested the Board deny the application.
Chairman Bryant advised that public comment is now closed.
Mr. Dailey stated many of the concerns expressed relate to traffic and this road segment. He advised that the applicant's improvements to that segment will occur the same way area residents can improve their segments, noting they are part of this unrecorded subdivision. Mr. Dailey stated that the road is part of the applicant's access and the improvements under the Code require them to have sufficient turning capacity, stabilization, paving, etc.
Paolo Mastroserio, Mastroserio Engineering Inc., SE 32nd Place, advised that the bump/hump individuals expressed concern with would be part of the improvement, which would provide a safer and smoother ingress/egress for neighbors utilizing that roadway.
Mr. Dailey commented on the buffering, which the applicant is not alleging is up to Code. He stated through the Site Plan process that Type-B buffer requires a 20 foot wide landscape buffer and a wall. Mr. Dailey advised that the Type-C buffer requires a 15 foot buffer. He stated the module home or site built home sales lot is permitted, noting the request relates to having a mix of module and mobile homes. He stated units being hauled in and out occur infrequently and the applicant would be happy to proffer a Developer's Agreement saying they would not move out whatever mobile homes were on the property more than 1 day per month. Mr. Dailey advised that they could still go through that process with demolition and new construction permits to allow the County oversite relating to the frequency and number of units coming in and out. He commented on the SUP request and stated a large section of this business is already permitted, which makes the Developer's Agreement a great compromise. Mr. Dailey advised this would provide Board oversight and allow them to check in on a reasonable basis to confirm compliance.
In response to Commissioner Curry, Mr. Dailey stated if this is not approved, the location will look pretty similar other than there will not be mobile homes onsite. He opined that if they are not able to run the business with that product mix, it would go out of business or move. Mr. Dailey advised that property would remain B-2, Commercial.
Commissioner McClain questioned if the applicant's parcel is allowed use of that road. Mr. Rison stated it is staff's understanding that the subject parcel would be part of the subdivision and is eligible to utilize that roadway.
Commissioner Stone advised that if residents ever wanted to improve that roadway entirely and wanted to put a Municipal Services Taxing Unit (MSTU) together all of the property owners could pay for improving the roadway. She opined that there should be some enforcement to ensure the roadway is not impeded.
Commissioner McClain requested information relating to the history of the subject parcel, noting there is a graphic in the packet that states the parcel is not part of this plat. Mr.

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Rison stated the parcel was part of the subdivision and changed to B-2 in 1989 when the Comprehensive Plan was adopted. The area was identified as Rural; however, the owner came before the Board in 1997 and had the property changed to Commercial to activate the B-2 zoning that was in place from 1989. He commented on previous businesses that were located on the property, noting the house was converted to office purposes.
Commissioner Zalak commented on unintended consequences relating to straight zoning changes, noting the Board should look at the LDC when considering conversions. He opined that a Residential to Commercial conversion in this scenario does not make a lot of sense, but in other scenarios it does. Commissioner Zalak advised that staff likely allowed the other type of home there in B-2 because it does not generate a lot of truck traffic, noting a model center only generates truck trips when bringing in and installing the model. He stated that is why an individual goes to B-4 with a higher intensity, making sure that the truck traffic can actually go, which is a limiting factor relating to this application.
In response to Commissioner McClain, Mr. Rison advised that the land use designation change from Commercial to EC goes from a Floor Area Ratio (FAR) potentially of 1.0 (8 du/ac) to a potential FAR of 2.0 (16 du/ac).
Commissioner Zalak stated the land use gives the potential and the zoning gives the development right.
Mr. Rison advised that the zoning is what allows the manufactured home sales complex.
Commissioner Zalak stated this property is not adequate for the transportation element of the mobile home aspect.
Mr. Rison referred to a map as seen on the overhead screens, noting the parcel that is not part of the plat is not the subject parcel.
A motion was made by Commissioner Curry, seconded by Commissioner Stone, to deny the land use change, agreeing with Growth Services staff and the P&Z Commission, based on findings and recommendations that the proposed use will adversely affect the public interest, is not consistent with the Comprehensive Plan and is not compatible with the surrounding land uses. The motion was unanimously approved by the Board (5-0).

Mr. Minter advised that the Board needs to vote on the zoning portion of the request also.
1.2.8. 250110ZC - North Pointe Mobile Home Sales, LLC, Rezoning Application from Community Business (B-2) to Regional Business (B-4), 2.26 Acres, Parcel Account Number 3564-032-000, Site Address 7265 SW Hwy 200, Ocala, Green Turf Acres Unrecorded Subdivision Lot 32 (Continued from January 13, 2025)
The Board considered a petition North Pointe Mobile Home Sales, LLC, for a zoning change, Articles 2 and 4, of the Marion County Land Development Code, from Community Business (B-2) to Regional Business (B-4), for all permitted uses, on an approximate 2.26 Acre Parcel, on Parcel Account Number 3564-032-000, Site Address 7265 SW Highway 200, Ocala, FL 34476

P&Z PUBLIC HEARING ON FEBRUARY 24, 2025

250110ZC Planning and Zoning Commission Recommendation

Motion was made by Mr. Behar, seconded by Mr. Bonner, to agree with staff's findings and recommendation, and recommend denial of the land use change based on the following findings of fact:

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

The Motion passed unanimously 7-0.

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This matter was addressed with Agenda Item 1.2.7.
A motion was made by Commissioner Stone, seconded by Commissioner Curry, to deny the zoning change, agreeing with Growth Services staff and the P&Z Commission, based on findings and recommendations that the proposed use will adversely affect the public interest, is not consistent with the Comprehensive Plan and is not compatible with the surrounding land uses. The motion was unanimously approved by the Board (5-0).
Commissioner Zalak questioned if the applicant chooses to keep the business there and have just the module homes, whether the setbacks and landscaping buffers are still required. Mr. Rison advised that the applicant needs to complete a Site Plan to show compliance, and if they are placing units there, staff will expect them to be permitted, set and hooked up. He stated if there is any kind of storage where it is a temporary/interim parking, then that would be the applicant's outdoor storage area for new stuff, and they will have to conform to those special requirements where it has to be screened from the views on their property. He referred to a 4 page handout entitled. "Comparison of Marion County Land Development Code Section 4.2.18 – Community Business (B-2) and Section 4.2.20 - Regional Business (B-4) Uses and Standards December 31, 2024" which shows the special requirements for these kinds of uses.
In response to Commissioner Zalak, Mr. Rison advised that the denial means the Code Enforcement actions will continue to move forward. He stated it is his understanding that the applicant has not pursued building permits at this point.
Mr. Mastroserio advised that the applicant will be moving forward with the module product. He stated he can provide his concept; however, he needs additional time to get an updated survey and soil borings.
Code Enforcement Office Dianna Durbin stated the applicant has been cited for doing business in an improper zone, which is the mobile home issue. She advised that she will be moving forward with the requirement for them to remove all of the mobile homes from the property. Ms. Durbin advised that the applicant also has a case against them due to a failure to obtain the permits to set any of the modular or mobile homes.
In response to Chairman Bryant, Ms. Durbin stated normally Code Enforcement would allow the applicant 10 days to move the mobile homes off of the property, but in this instance they would allow 30 days, and if the applicant does not comply within that time frame the matter would go before the Code Enforcement Board (CEB) with fines beginning after that hearing.
Commissioner Zalak opined that the applicant could move the mobile homes in 10 days and then they need to pull permits for the site-built structures. He questioned how much time the applicant needs to begin the permitting process.
Mr. Mastroserio advised that as far as a Site Plan permit, getting it through the necessary entities would require at least 6 months to get approvals.
Commissioner Stone stated it is ridiculous that the business went into place without following any of the requirements, noting the applicant needs to shorten the timeline.
In response to Mr. Mastroserio, Commissioner Stone advised that she does not expect this to take a long time and she is unwilling to be super lenient. She opined that the Board should allow 30 days to remove the mobile homes and then allow the process to run its course.
Ms. Durbin stated if Code Enforcement allows 30 days she will have to wait until the 31st day to reinspect and then at that time it will be forwarded to the CEB. She advised that there are procedures that must be followed, noting the matter probably will not go before the CEB until June.

DRAFT

Commissioner Stone stated the June time frame allows the applicant time to prove they are working on the issues.

1.3. Adoption of Ordinance

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

A motion was made by Commissioner Stone, seconded by Commissioner Curry, to adopt Ordinance 25-08 amending the Marion County Zoning Map pursuant to individual decisions made by the Board on each application heard in the public hearing. The motion was unanimously approved by the Board (5-0).

Ordinance 25-08 is entitled:

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

Commissioner Zalak stated this reminds him of the Recreational Vehicle (RV) place on Highway 441, noting he drove past it over the weekend, and they have not done anything except park RVs. He advised that he wanted them to be required to complete the improvements prior to parking RVs; however, they have placed the RVs without completing the improvements. Commissioner Zalak requested staff to check into the matter.

Mr. Bouyounes stated staff will follow up.

There being no further business to come before the Board, the meeting thereupon adjourned at 3:37 p.m.

_____

Kathy Bryant, Chairman

Attest:

_____

Gregory C. Harrell, Clerk

DRAFT

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DRAFT

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19960 **Agenda Date:** 8/5/2025 **Agenda No.:** 4.1.

SUBJECT:
Request Approval of Traffic Enforcement Agreement Between William "Billy" Woods, Sheriff of Marion County, Marion County Board of County Commissioners, and Ocala Preserve Association, Inc.

INITIATOR:
Marissa Duquette, General Counsel

DEPARTMENT:
Marion County Sheriff's Office

DESCRIPTION/BACKGROUND:
The Sheriff has agreed to provide traffic enforcement over private roads within the community of the Ocala Preserve Association, Inc. The attached agreement describes the service area, duties and responsibilities of the parties. The agreement will commence upon signature by all parties and shall be in effect for a term of one year. Thereafter, the agreement shall automatically renew for successive one (1) year terms, unless terminated by either party with 30 day written notice.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to approve and authorize the Chair and Clerk to execute the Traffic Enforcement Agreement between William "Billy" Woods, Sheriff of Marion County, Marion County Board of County Commissioners, and Ocala Preserve Association, Inc.

LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) DUQUETTE (Last) MARISSA (First) (Dept) ☑

(Title) GENERAL COUNSEL (Phone) (352) 369-6758

Signature [signature] Date 07/15/25

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for: ☑ New Document ☐ Review & Comment ☐ RESUBMIT LRM No. _____
☐ Approve as to Form ☐ Other

Description of Request

TRAFFIC ENFORCEMENT AGREEMENT FOR OCALA PRESERVE ASSOCIATION, INC.

For more information or discussion, contact: ☐ Same as above

(Name) _____ (Last) _____ (First) (Title) _____ (Phone) _____

Agenda Item? ☐ Yes ☐ No Agenda Date: _____

Agenda Deadline Date for **Legal:** _____ Agenda Deadline Date for **Admin:** _____

Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2025-639

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:

RECEIVED
By Marion County Attorney- AT at 3:39 pm, Jul 15, 2025

☐ Approved as to form and legal sufficiency
☑ Approved with revisions: ☐ Suggested ☑ Completed
☑ Other: Added approval as to form & legal by County Attorney

Attorney Signature: [signature] Date 7/22/25

Staff Signature: [signature] Completed Date: 7/22/25 Returned: ☐ Department ☒ Admin ☒ To Place on Agenda

Rev 11/22/2023

TRAFFIC ENFORCEMENT AGREEMENT

THIS AGREEMENT is made and entered into, by and between WILLIAM "BILLY" WOODS, as SHERIFF of MARION COUNTY, FLORIDA, hereinafter referred to as SHERIFF, the BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, hereinafter referred to as COUNTY, and OCALA PRESERVE ASSOCIATION, INC, hereinafter referred to as COMMUNITY.

WITNESSETH

WHEREAS, the COMMUNITY is a private/ gated community doing business at 4021 NW 53rd Avenue Road, Ocala, Florida 34482, Marion County, Florida;

WHEREAS, the COMMUNITY desires to have the SHERIFF provide traffic enforcement over private roads as described in Florida State Statute §316.006 located within COMMUNITY as set forth below, *in addition* to jurisdictional authority presently exercised by counties under law, and nothing in this paragraph shall be construed to limit or remove any such jurisdictional authority; and

WHEREAS the SHERIFF has agreed to provide said services;

NOW THEREFORE, in consideration of the mutual covenants as set forth below, the parties agree as follows:

1. **SHERIFF'S SERVICE AREA:** There is created a Sheriff's Service Area encompassing all private roads, or over any limited access road or roads owned or controlled by the COMMUNITY in Marion County, Florida. A map reflecting the boundaries of the COMMUNITY and the roads that are the subject of this agreement is attached.

2. **DUTIES OF SHERIFF:** The SHERIFF shall provide, in the area to be serviced, all law enforcement services normally provided by the SHERIFF within the unincorporated areas of Marion County, Florida. By this Agreement the SHERIFF will have jurisdiction to control traffic within the COMMUNITY as described in Florida State Statute §316.006(3). The assignment and schedule of any deputy sheriff assigned to Sheriff's Service Area shall be determined at sole discretion of the SHERIFF. It is understood and agreed that the COMMUNITY has no authority under this Agreement concerning said assignment and scheduling or of the enforcement of any laws or ordinances.

3. **SHERIFF'S LEGAL OBLIGATIONS:** The COMMUNITY and SHERIFF recognize that there may be certain legal obligations as a constitutional officer of the State of Florida which may modify the terms of this Agreement, and COMMUNITY and SHERIFF agree to abide by this Agreement as modified by any statutory or constitutional obligations of the SHERIFF. The SHERIFF is responsible for his defense and the defense of his agents for any action arising out of the performance or non-performance of his duties or the duties of his agents. Nothing in this agreement shall be construed as a waiver by the SHERIFF or the COUNTY of their sovereign immunity. The SHERIFF shall not be responsible for defense of any action arising out of acts or omissions of other agencies or other agents. In the event a lawsuit is filed against any party to this

Agreement, the County Attorney and the SHERIFF'S General Counsel shall be immediately notified by parties served.

4. **LIMITATIONS:** There are no intended third-party beneficiaries to this Agreement, and nothing herein shall be construed to grant any person, firm, or other entity which is not a signatory to this Agreement the right, benefit, or privileges to rely on or demand performance of any provision of this Agreement.

5. **OWNERSHIP OF PROPERTY AND/OR EQUIPMENT:** The COMMUNITY acknowledges that the SHERIFF owns all property utilized by the officer(s) performing the law enforcement services within the scope of this Agreement. Such equipment includes, but is not limited to, the vehicle, mobile radio, light bar, siren, vest, rifle, handgun, radar unit, etc.

6. **SPECIFIC REQUESTS:** The COMMUNITY may request additional traffic enforcement during specified times utilizing off-duty deputies through the SHERIFF'S OFFICE Special Detail Program.

7. **TERM OF AGREEMENT:** This agreement shall commence upon signature of all parties (i.e., beginning on the date the last signature is affixed) and shall be in effect for a term of one year. Thereafter, this Agreement shall automatically renew for successive one-year terms, unless and until terminated in accordance with Paragraph 9 herein.

8. **MODIFICATION OF AGREEMENT:** This Agreement may be modified only by written addendum to this contract, executed by all parties.

9. **TERMINATION CLAUSE:** This Agreement may be terminated by either party on written notice given at least 30 days in advance of termination.

10. **PROVISION OF NOTICE:** Provision of any notice under this agreement shall be made via certified mail to the following persons and shall be deemed received three (3) calendar days after mailing:

A. For the SHERIFF: Sheriff William "Billy" Woods, 692 NW 30th Ave, Ocala, FL 34475, with copy to: Legal Division, 692 NW 30th Ave, Ocala, FL 34475
B. For the COUNTY: Chairperson of the Board of County Commissioners, 601 SE 25th Ave, Ocala, FL 34471
C. For the COMMUNITY: Ocala Preserve Association, Inc., 4021 NW 53rd Avenue Road, Ocala, Florida 34482.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by duly authorized officials the day and year set forth below.

WILLIAM "BILLY" WOODS,
SHERIFF OF MARION COUNTY, FLORIDA

WILLIAM "BILLY" WOODS, Sheriff (date)

OCALA PRESERVE ASSOCIATION, INC

Authorized Agent (date) 7/2/25
Printed name: Christian Cotter

ATTEST:

GREGORY C. HARRELL, CLERK

BOARD OF COUNTY COMMISSIONERS

Chairperson (date)
Board of County Commissioners

For Use And Reliance Of MARION COUNTY ONLY,
Approved As To Form And Legal Sufficiency

County Attorney

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19763 **Agenda Date:** 8/5/2025 **Agenda No.:** 5.1.1.

SUBJECT:
American Rescue Plan Local Fiscal Recovery Fund - Utilities Line Extensions - $475,765

INITIATOR:
Tony Cunningham, P.E., Director

DEPARTMENT:
Utilities

DESCRIPTION/BACKGROUND:
Marion County Utilities (MCU) has had difficulties keeping its construction inspector positions filled and has lost one during the fiscal year to a position outside the county. With the continued expansion and extension of water lines and sewer lines, some construction activities are being delayed. To ensure that water lines are installed in a timely fashion, particularly the ARPA projects that are on a determinate timeline, MCU must utilize some of the funds it has collected from the Short Water Line extension program. This is a one-time request.

BUDGET/IMPACT:
Increase American Rescue Plan Local Fiscal Recovery Fund appropriation by $475,765.

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

RESOLUTION NUMBER 25 - R -

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

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

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

Transferred From:

Account	Cost Center - Account Title	Amount
1160 - 449 - 369014	UTILITIES LINE EXTENSIONS ARPA-WATER LINE EXT PROG INCOM	$475,765
		$475,765

Transferred To:

Account	Cost Center - Account Title	Amount
1160 - 449 - 563102	UTILITIES LINE EXTENSIONS IMPROVE - CIP	$89,920
1160 - 449 - 563102	UTILITIES LINE EXTENSIONS IMPROVE - CIP	$203,700
1160 - 449 - 563102	UTILITIES LINE EXTENSIONS IMPROVE - CIP	$182,145
		$475,765

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 5th day of August, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Kathy Bryant, Chairman

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

BUDGET AMENDMENT NUMBER 2025 - 11 - 8

Project Adjustments
Journal 2025-11-8
Effective Date 08/05/2025

Project Expense String	Project Title	Account	Approp. To Date	Requested Changes	Revised Appropriation
UTCEXT002-CIP UTILTY-NEWINF CNS-449	Marion Oaks Water Line Extensions	563102	15,669,809	89,920	15,759,729
UTCEXT004 -CIP UTILTY-NEWINF CNS-449	SSS Water Sewer Extension Master	563102	-		-
UTCEXT004A -CIP UTILTY-NEWINF CNS-449	SSS Water Sewer Extension Phase 1	563102	19,400,600	203,700	19,604,300
UTCEXT004A -CIP UTILTY-NEWINF FEQ-449	SSS Water Sewer Extension Phase 1	564102	78,475		78,475
UTCEXT004B -CIP UTILTY-NEWINF CNS-449	SSS Water Sewer Extension Phase 2	563102	15,094,396	182,145	15,276,541
UTCEXT004B -CIP UTILTY-NEWINF FEQ-449	SSS Water Sewer Extension Phase 2	564102	-		-
UTCEXT004C -CIP UTILTY-NEWINF CNS-449	SSS Water Sewer Extension Phase 3	563102	647,069		647,069
UTCEXT004D -CIP UTILTY-NEWINF CNS-449	SSS Water Sewer Extension Phase 4	563102	1,188,243		1,188,243
UTCEXT004D -CIP UTILTY-NEWINF CNS-449G	SSS Water Sewer Extension Phase 4	563102	20,000,000		20,000,000
UTCEXT004D -CIP UTILTY-NEWINF CNS-449GS	SSS Water Sewer Extension Phase 4	563102	6,000,000		6,000,000
			78,078,592	475,765	78,554,357

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19819 **Agenda Date:** 8/5/2025 **Agenda No.:** 5.1.2.

SUBJECT:
Budget Transfer from Multiple Funds to Building Safety - $39,140

INITIATOR:
Jim Couillard, Chad Wicker, Crystal McCazzio and Michael Savage Sr.

DEPARTMENT:
Parks and Recreation, Municipal Services, Cooperative Extension Services and Building Safety

DESCRIPTION/BACKGROUND:
Marion County Parks and Recreation, Cooperative Extension Services and Municipal Services budgeted to purchase used vehicles from the Building Safety in the FY2025 budget. Transferring a used vehicle to another department results in savings to the various Department's budgets. A total of three vehicles are to be transferred from Building Safety, with one vehicle going to Cooperative Extension Services, one going to Marion County Parks and Recreation and one going to Municipal Services. The breakdown of the vehicles to be transferred are as follows:

Asset	Vehicle Number	Amount	Transferred to
50881	P-338	$13,380	Cooperative Extension Services
52137	P-348	$13,655	Park and Recreation
52091	P-342	$12,105	Municipal Services

BUDGET/IMPACT:
Increase Building Safety Fund appropriation by $39,140.

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 25 - R -

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

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

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

Transferred From:

Account	Cost Center - Account Title	Amount
1081 - 362 - 564101	PARKS AND RECREATION FEES MACHINERY & EQUIPMENT	$13,655
		$13,655

Transferred To:

Account	Cost Center - Account Title	Amount
1081 - 362 - 591116	PARKS AND RECREATION FEES BUDG TRANS TO BUILDING FUND	$13,655
		$13,655

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 5th day of August, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Kathy Bryant, Chairman

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

RESOLUTION NUMBER 25 - R -

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

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

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

Transferred From:

Account	Cost Center - Account Title	Amount
0010 - 372 - 564101	COOPERATIVE EXTENSION SERVICE MACHINERY & EQUIPMENT	$13,380
		$13,380

Transferred To:

Account	Cost Center - Account Title	Amount
0010 - 107 - 591116	GENERAL FUND - TRANSFERS BUDG TRANS TO BUILDING FUND	$13,380
		$13,380

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 5th day of August, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Kathy Bryant, Chairman

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

RESOLUTION NUMBER 25 - R -

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

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

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

Transferred From:

Account	Cost Center - Account Title	Amount
1141 - 318 - 381001	BUILDING FROM GENERAL FUND	$25,485
1141 - 318 - 381118	BUILDING FR PARKS & REC FUND	$13,655
		$39,140

Transferred To:

Account	Cost Center - Account Title	Amount
1141 - 318 - 599101	BUILDING RESERVE FOR CONTINGENCIES	$39,140
		$39,140

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 5th day of August, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Kathy Bryant, Chairman

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

BUDGET AMENDMENT NUMBER 2025 - 11 - 10

RESOLUTION NUMBER 25 - R -

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

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

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

Transferred From:

Account	Cost Center - Account Title	Amount
0010 - 410 - 564101	MUNICIPAL SERVICES MACHINERY & EQUIPMENT	$12,105
		$12,105

Transferred To:

Account	Cost Center - Account Title	Amount
0010 - 107 - 591116	GENERAL FUND - TRANSFERS BUDG TRANS TO BUILDING FUND	$12,105
		$12,105

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 5th day of August, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Kathy Bryant, Chairman

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

BUDGET AMENDMENT NUMBER 2025 - 11 - 12

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19912 **Agenda Date:** 8/5/2025 **Agenda No.:** 5.1.3.

SUBJECT:
County Transportation Maintenance Fund - Transportation - $15,000

INITIATOR:
Steven Cohoon, County Engineer

DEPARTMENT:
Office of the County Engineer

DESCRIPTION/BACKGROUND:
Additional funding is needed in Utility Services - Electric/Water/Sewer to allow for spending through the end of the FY. $15,000 will be transferred from Computer Software. This account is sufficiently funded for the remainder of FY 2025.

BUDGET/IMPACT:
Neutral

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 25 - R -

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

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

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

Transferred From:

Account	Cost Center - Account Title	Amount
1020 - 400 - 552106	TRANSPORTATION COMPUTER SOFTWARE	$15,000
		$15,000

Transferred To:

Account	Cost Center - Account Title	Amount
1020 - 400 - 543101	TRANSPORTATION UTILITY SERVICES - ELC WTR SWR	$15,000
		$15,000

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 5th day of August, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Kathy Bryant, Chairman

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

BUDGET AMENDMENT NUMBER 2025 - 11 - 18

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19968 **Agenda Date:** 8/5/2025 **Agenda No.:** 5.1.4.

SUBJECT:
Fine and Forfeiture Fund - Sheriff Regular Transfer - $44

INITIATOR:
Katrina Neumann, Budget/Finance Commander

DEPARTMENT:
Sheriff

DESCRIPTION/BACKGROUND:
The purpose of this request is to add funds to the Regular budget from metal sales.

BUDGET/IMPACT:
Increase Fine and Forfeiture Fund appropriation by $44.

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 25 - R -

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

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

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

Transferred From:

Account	Cost Center - Account Title	Amount
1010 - 118 - 364041	SHERIFF REGULAR - TRANSFER SALE OF SURPLUS EQUIPMENT	$44
		$44

Transferred To:

Account	Cost Center - Account Title	Amount
1010 - 118 - 560101	SHERIFF REGULAR - TRANSFER CAPITAL OUTLAY - MCSD	$44
		$44

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 5th day of August, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Kathy Bryant, Chairman

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

BUDGET AMENDMENT NUMBER 2025 - 11 - 32

Rev. 07/26/2024

MARION COUNTY BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT REQUEST FORM

07/16/2025
Date

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

FROM: *Katrina Neumann, Budget / Finance Commander*

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

Requesting the following transfer of funds within the

1010	FINE AND FORFEITURE FUND
Fund Number	Fund Name

SOURCES OF FUNDS:

Cost Center	Account Number	Cost Center Name Account Name	AMOUNT
118	364041	SHERIFF REGULAR - TRANSFER SALE OF SURPLUS EQUIPMENT	$ 44
		TOTAL	$ 44

USES OF FUNDS:

Cost Center	Account Number	Cost Center Name Account Name	AMOUNT
118	560101	SHERIFF REGULAR - TRANSFER CAPITAL OUTLAY - MCSD	$ 44
		TOTAL	$ 44

PURPOSE OF REQUEST:

The purpose of this request is to add funds to the Regular budget from metal sales.

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

Sheriff Office Reference Number :	REGULAR #9

Marion County Sheriff's Office

Post Office Box 1987
Ocala, Florida 34478-1987

COPY

6/30/2025 **RECEIPT #** **55261**

CASH RECEIPT

Received From:	Payment Type	Reference #	Amount Received
TRADEMARK METALS RECYCLING LLC	Check	5055303792	43.70

Description:

06/25 METAL RECYCLING

001-0000-000 208000.000 DUE TO BOCC	43.70

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

MARION COUNTY SHERIFF'S OFFFICE

Date: 6/25/2025
Check No. 5055303792

TICKET #	INV #	SHP DATE	COMMODITY	GROSS	TARE	NET	VEHICLE ID	PRICE	UM	TOTAL AMT
137989		6/25/2025	Sheet Iron	12,960	12,200	760		5.7500	CW	43.70
			OC104668 TOTALS VENDOR(Pounds):			760			TOTAL DUE:	$43.70

This Payment: $43.70
Previously Paid: $0.00
Remaining Balance: $0.00

RECEIVED
JUN 27 2025
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
6/25/2025

No. 5055303792

64-975
612

VOID AFTER 90 DAYS

Wells Fargo Bank, N.A.

CHECK AMOUNT
$**43.70**

PAY EXACTLY**FORTY-THREE DOLLARS AND SEVENTY CENTS

PAY TO THE ORDER OF MARION COUNTY SHERIFF'S OFFFICE

REQUIRES TWO MANUAL SIGNATURES OVER 10,000

AUTHORIZED SIGNATURE

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-20021 **Agenda Date:** 8/5/2025 **Agenda No.:** 5.1.5.

SUBJECT:
Fine and Forfeiture Fund - Sheriff Regular Transfer - $3,956

INITIATOR:
Katrina Neumann, Budget/Finance Commander

DEPARTMENT:
Sheriff

DESCRIPTION/BACKGROUND:
The purpose of this request is to add funds to the Regular budget from vehicle sales.

BUDGET/IMPACT:
Increase Fine and Forfeiture Fund appropriation by $3,956.

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 25 - R -

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

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

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

Transferred From:

Account	Cost Center - Account Title	Amount
1010 - 118 - 364041	SHERIFF REGULAR - TRANSFER SALE OF SURPLUS EQUIPMENT	$3,956
		$3,956

Transferred To:

Account	Cost Center - Account Title	Amount
1010 - 118 - 560101	SHERIFF REGULAR - TRANSFER CAPITAL OUTLAY - MCSD	$3,956
		$3,956

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 5th day of August, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Kathy Bryant, Chairman

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

BUDGET AMENDMENT NUMBER 2025 - 11 - 41

Rev. 07/26/2024

MARION COUNTY BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT REQUEST FORM

07/28/2025
Date

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

FROM: *Katrina Neumann, Budget / Finance Commander*

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

Requesting the following transfer of funds within the

1010	FINE AND FORFEITURE FUND
Fund Number	Fund Name

SOURCES OF FUNDS:

Cost Center	Account Number	Cost Center Name Account Name	AMOUNT
118	364041	SHERIFF REGULAR - TRANSFER SALE OF SURPLUS EQUIPMENT	$ 3,956
		TOTAL	$ 3,956

USES OF FUNDS:

Cost Center	Account Number	Cost Center Name Account Name	AMOUNT
118	560101	SHERIFF REGULAR - TRANSFER CAPITAL OUTLAY - MCSD	$ 3,956
		TOTAL	$ 3,956

PURPOSE OF REQUEST:

The purpose of this request is to add funds to the Regular budget from vehicle sales.

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

Sheriff Office Reference Number :	REGULAR #11

Marion County Sheriff's Office

Post Office Box 1987
Ocala, Florida 34478-1987

COPY

7/23/2025 **RECEIPT #** **55432**

CASH RECEIPT

Received From:	Payment Type	Reference #	Amount Received
WEEKS AUCTION CO LLC	Check	0080743	31,004.00

Description:

VEHICLES SOLD AT AUCTION 7/11/2025

001-0000-000 208000.000 DUE TO BOCC	3956.00
003-0000-000 208000.000 DUE TO BOCC	2760.00
115-0000-000 208000.000 DUE TO BOCC	24288.00

Vehicles/equipment sent to Weeks Auction on 07/11/2025

	DEPT #	DEPT	IDEST/LET	ROPERTY	ID #	EMPLOYEE	YEAR	MAKE	MODEL	MILEAGE	VIN	COLOR	SELLING PRICE	COMMISSION	NETSALE
003 -	3010	INMATE CUSTODY		14756			2000	FORD	F350-FLATBED	147,007	1FDWF36L8YED12203	WHITE	$ 3,000.00	$ 240.00	$ 2,760.00
115 -	2012	JUVENILE/DARE		36946			2018	FORD	INTERCEPTOR SUV	100,105	1FM5K8AR3JGB91669	SILVER	$ 6,000.00	$ 480.00	$ 5,520.00
001 -	1041	TRAINING		40007			2019	FORD	INTERCEPTOR SUV	108,407	1FM5K8ARXKGB14301	BLACK	$ 4,300.00	$ 344.00	$ 3,956.00
115 -	2010	PATROL		36626			2018	FORD	INTERCEPTOR SUV	126,135	1FM5K8AR3JGB91672	BROWN	$ 6,000.00	$ 480.00	$ 5,520.00
115 -	2020	MAJOR CRIMES		40005			2019	FORD	INTERCEPTOR SUV	126,027	1FM5K8AR7KGB14305	SILVER	$ 3,000.00	$ 240.00	$ 2,760.00
	2010	PATROL		36625			2018	FORD	INTERCEPTOR SUV	104,142	1FM5K8AR9JGB91675	BLUE	$ 5,600.00	$ 448.00	$ 5,152.00
	2010	PATROL		33609			2017	FORD	INTERCEPTOR SUV	137,270	1FM5K8AR5HGD06086	BLACK	$ 3,300.00	$ 264.00	$ 3,036.00
	2010	CITIZEN PATROL		27177			2013	FORD	INTERCEPTOR	170,231	1FAHP2MT4DG105853	WHITE	NS	$ -	$ -
	2010	CITIZEN PATROL		28775			2013	FORD	INTERCEPTOR	174,568	1FAHP2M85DG130417	WHITE	NS	$ -	$ -
115	2010	PATROL		30010			2015	FORD	INTERCEPTOR SUV	206,465	1FM5K8AR2FGA09693	WHITE	$ 2,500.00	$ 200.00	$ 2,300.00
													$ 33,700.00	$ 2,696.00	$ 31,004.00

RECEIVED
JUL 23 2025
BY FISCAL

SHERIFF - Marion County
SURPLUS PROPERTY DISPOSAL FORM

DESCRIPTION OF PROPERTY	SERIAL #	MCSO #
2000 FORD F350 FLATBED	1FDWF36L8YED12203	14756
2018 FORD INTERCEPTOR SUV	1FM5K8AR3JGB91669	36946
2019 FORD INTERCEPTOR SUV	1FM5K8ARXKGB14301	40007
2018 FORD INTERCEPTOR SUV	1FM5K8AR3JGB91672	36626
2019 FORD INTERCEPTOR SUV	1FM5K8AR7KGB14305	40005
2018 FORD INTERCEPTOR SUV	1FM5K8AR9JGB91675	36625
2017 FORD INTERCEPTOR SUV	1FM5K8AR5HGD06086	36609
2015 FORD INTERCEPTOR SUV	1FM5K8AR2FGA09693	30010

REASON WHY PROPERTY IS SURPLUS: SOLD AT WEEK'S AUCTION 7/11/2025

IS THIS PROPERTY OF ANY VALUE? ☒ Yes ☐ No IF YES, STATE VALUE: $31,004.00

SIGNED: Jamie Nelson # 6982 DATE 7/21/2025

DIVISION: FLEET

SUPERVISOR'S SIGNATURE: 5311 DATE 7/21/2025

THIS AREA FOR THE PURCHASING DIVISIONS USE ONLY

THE ABOVE PROPERTY WAS RELEASED TO: _____

--- OR ---

THE ABOVE PROPERTY WAS DESTROYED BY: _____

SIGNED: _____ DATE _____

SUPERVISOR'S SIGNATURE: _____ DATE _____

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER AND ORIGINAL DOCUMENT SECURITY SCREEN ON BACK WITH PADLOCK SECURITY ICON

WEEKS AUCTION CO., LLC
4851 W HWY 40
OCALA, FL 34482

TRUIST

80743

63-215/631

SECURE FEATURES: SQUARE IMAGES FADE WHEN HEAT IS APPLIED

PAY
TO THE
ORDER OF

07/17/2025 80743 $ **31004.00

DOLLARS

THIRTY-ONE THOUSAND FOUR & NO/100

MARION COUNTY SHERIFFS DEPT
ATTN FLEET MANAGEMENT
PO BOX 1987
OCALA FL 34470

MEMO

AUTHORIZED SIGNATURE

MP

WEEKS AUCTION CO., LLC

80743

15947 MARION COUNTY SHERIFFS DEPT

07/17/2025	085739	31004.00	.00	31004.00

RECEIVED
JUL 23 2025
BY FISCAL

07/17/2025	80743	31004.00	.00	31004.00

CONSIGNMENT SETTLEMENT SHEET

TEXAS AUCTION COUNTRY, LLC.
4951 TESF NTT Ave
OCALA, FLORIDA 34482

PHONE: (352) 351-4951

CONSIGNOR: MARION COUNTY SHERIFFS DEPT
15917 ATTN FLEET MANAGEMENT
PO BOX 1987
OCALA FL 34470

SETTLEMENT NO: 063739
DATE: 7/17/2025
PAGE NO: 1

RECEIVED
JUL 23 2025
BY FISCAL

TAG NO.	DESCRIPTION	COMMISSION	PRICE	
MAC-26520-000	FORD TAURUS INTERCEPTOR 1FAHP2MB5DG130417 2013 OD 174671 WHITE (R)			NS
MAC-26521-000	FORD TAURUS INTERCEPTOR 1FAHP2MT4DG105863 2013 OD 170234 WHITE (R)			NS
MAC-26522-000	FORD EXPLORER INTERCEPTOR 1FM5K8AR1KGB14306 2019 OD 128030 SILVER (R)	240.00	6,000.00	
MAC-26523-000	FORD EXPLORER INTERCEPTOR 1FM5K8AR5HGD08006 2017 OD 137272 BLACK (R)	264.00	6,300.00	
MAC-26524-000	FORD EXPLORER INTERCEPTOR 1FM5K8ARXKGB14301 2019 OD 108410 BLACK (R)	344.00	4,300.00	
MAC-26525-000	FORD EXPLORER INTERCEPTOR 1FM5K8AR9JGB91675 2018 OD 104146 BLUE (R)	448.00	5,600.00	
MAC-26526-000	FORD EXPLORER INTERCEPTOR 1FM5K8AR3JGB91669 2018 OD 100106 SILVER (R)	480.00	6,000.00	
MAC-26527-000	FORD EXPLORER INTERCEPTOR 1FM5K8AR3JGB01672 2018 OD 126138 BROWN (R)	480.00	6,000.00	
MAC-26528-000	FORD F550 SUPERDUTY (R) 1FDNF3GL0JEC12203 2000 OD 147010 WHITE	240.00	3,000.00	
MAC-26603-000	FORD EXPLORER (R: 1FM5K8AR2HGA09803 2015 OD 206171 WHITE	200.00	2,500.00	

SUB TOTAL :	33,700.00
LESS COMMISSION :	2,696.00
LESS OTHER EXPN :	.00
AMOUNT TO PURCH:	.00
TOTAL :	31,004.00

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19945 **Agenda Date:** 8/5/2025 **Agenda No.:** 5.1.6.

SUBJECT:
Fire, Rescue and EMS Fund - Fire Rescue Services - $32,929

INITIATOR:
James Banta, Fire Chief

DEPARTMENT:
Fire Rescue

DESCRIPTION/BACKGROUND:
Marion County Fire Rescue received funding from the State of Florida, Department of Health for FY 2024-25 by direct disbursement. This process was revised to not require counties to submit a grant application or require a Resolution. The grant award letter is distributing $32,928.47 for the award amount. This grant is funded by traffic tickets that law enforcement officers write for citations. Some items that will be purchased with this grant award will help offset the Operating budget for the SWAT medics. Earlier this fiscal year, $25,612 was also awarded and recognized to help supplement the department.

BUDGET/IMPACT:
Increase Fire, Rescue and EMS Fund appropriation by $32,929.

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 25 - R -

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

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

WHEREAS, the following budget amendment is necessary and proper in the FIRE, RESCUE AND EMS FUND:

Transferred From:

Account	Cost Center - Account Title	Amount
1120 - 300 - 334220	FIRE RESCUE SERVICES EMERGENCY MEDICAL SERVICE	$32,929
		$32,929

Transferred To:

Account	Cost Center - Account Title	Amount
1120 - 300 - 552108	FIRE RESCUE SERVICES OPERATING SUPPLIES	$32,929
		$32,929

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 5th day of August, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Kathy Bryant, Chairman

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

BUDGET AMENDMENT NUMBER 2025 - 11 - 20

May 19, 2025

Michelle Stone, Chairwoman
Marion County Board of County Commissioners
601 SE 25th Ave.
Ocala, FL 34471

RE: Emergency Medical Services County Distribution – Fiscal Year 2024-25

Dear Chairwoman Stone:

Pursuant to section 401.113(1)(a), Florida Statutes, the Florida Department of Health is distributing $32,928.47 to the Marion County Board of County Commissioners (Board). The Board is to distribute these funds to emergency medical services organizations and youth athletic organizations within the county, as they deem appropriate.

We greatly appreciate your county's commitment to providing high quality emergency medical services to Florida's citizens and visitors.

Sincerely,

Douglas H. Woodlief
Division Director
Emergency Preparedness and Community Support

DHW/cg

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19949 **Agenda Date:** 8/5/2025 **Agenda No.:** 5.1.7.

SUBJECT:
Fire, Rescue and EMS Fund - Fire Rescue Services - $80,000

INITIATOR:
James Banta, Fire Chief

DEPARTMENT:
Fire Rescue

DESCRIPTION/BACKGROUND:
The Repairs and Maintenance account for Fleet Management is needing funds to cover the repairs that are made throughout the fiscal year, which average about $100,000 a month. This transfer should ensure that there are enough funds for the rest of the fiscal year as little spending was done out of the Parts-Vehicle/Equipment account.

BUDGET/IMPACT:
Neutral

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 25 - R -

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

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

WHEREAS, the following budget amendment is necessary and proper in the FIRE, RESCUE AND EMS FUND:

Transferred From:

Account	Cost Center - Account Title	Amount
1120 - 300 - 552257	FIRE RESCUE SERVICES PARTS - VEHICLE / EQUIPMENT	$80,000
		$80,000

Transferred To:

Account	Cost Center - Account Title	Amount
1120 - 300 - 546257	FIRE RESCUE SERVICES REPAIRS/MAINT - FLEET MANAGMNT	$80,000
		$80,000

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 5th day of August, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Kathy Bryant, Chairman

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

BUDGET AMENDMENT NUMBER 2025 - 11 - 21

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19966 **Agenda Date:** 8/5/2025 **Agenda No.:** 5.1.8.

SUBJECT:
Fire, Rescue and EMS Fund - Fire Rescue Services - $1,253,505

INITIATOR:
James Banta, Fire Chief

DEPARTMENT:
Fire Rescue

DESCRIPTION/BACKGROUND:
The Overtime account is currently low in funds for the Fire Rescue Fund and will need to be replenished so as not to be at a deficit for the end of the fiscal year. Due to some of the vacancies throughout the year and anticipated hurricane deployments that normally occur at the end of the fiscal year, savings from Regular Salaries and Health Insurance costs will be used to fulfill the needs for Overtime costs for the rest of the fiscal year.

BUDGET/IMPACT:
Neutral

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 25 - R -

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

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

WHEREAS, the following budget amendment is necessary and proper in the FIRE, RESCUE AND EMS FUND:

Transferred From:

Account	Cost Center - Account Title	Amount
1120 - 300 - 512101	FIRE RESCUE SERVICES REGULAR SALARIES & WAGES	$806,385
1120 - 300 - 523101	FIRE RESCUE SERVICES HEALTH INSURANCE	$447,120
		$1,253,505

Transferred To:

Account	Cost Center - Account Title	Amount
1120 - 300 - 514101	FIRE RESCUE SERVICES OVERTIME	$1,253,505
		$1,253,505

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 5th day of August, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Kathy Bryant, Chairman

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

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19956 **Agenda Date:** 8/5/2025 **Agenda No.:** 5.1.9.

SUBJECT:
General Fund - Multiple Cost Centers - $9,465

INITIATOR:
Jim Couillard, PLA, ASLA, Director

DEPARTMENT:
Parks & Recreation

DESCRIPTION/BACKGROUND:
Recently, there has been an increase of sports tournaments at Marion County's athletic facilities. To manage the heightened workload and reduce employee burnout, staff from the Belleview Sportsplex have been requested to assist during these peak periods, leading to higher overtime expenses for the funding source. To cover this, the Marion County Parks & Recreation department needs to transfer funds for Overtime, FICA Taxes, Retirement Contributions, and Workers Compensation, which will ensure adequate funding for overtime related to all current and forthcoming tournaments for the remainder of the fiscal year. Funds are available from the designated transfer lines, as these resources were specifically dedicated for overtime associated with athletic events.

BUDGET/IMPACT:
Neutral

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 25 - R

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

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

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

Transferred From:

Account	Cost Center - Account Title	Amount
0010 - 360 - 514101	PARKS AND RECREATION OVERTIME	$7,678
0010 - 360 - 521101	PARKS AND RECREATION FICA TAXES	$587
0010 - 360 - 522101	PARKS AND RECREATION RETIREMENT CONTRIBUTIONS	$1,047
0010 - 360 - 524101	PARKS AND RECREATION WORKER'S COMPENSATION	$153
		$9,465

Transferred To:

Account	Cost Center - Account Title	Amount
0010 - 363 - 514101	BELLEVIEW SPORTSPLEX OVERTIME	$7,678
0010 - 363 - 521101	BELLEVIEW SPORTSPLEX FICA TAXES	$587
0010 - 363 - 522101	BELLEVIEW SPORTSPLEX RETIREMENT CONTRIBUTIONS	$1,047
0010 - 363 - 524101	BELLEVIEW SPORTSPLEX WORKER'S COMPENSATION	$153
		$9,465

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 5th day of August, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Kathy Bryant, Chairman

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

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19953 **Agenda Date:** 8/5/2025 **Agenda No.:** 5.1.10.

SUBJECT:
General Fund - Public Safety Radio - $74,900

INITIATOR:
Lisa Cahill, Director

DEPARTMENT:
Public Safety Communications

DESCRIPTION/BACKGROUND:
Requesting to reallocate savings within Contract Services, Communication Services and Utility Services to Repairs and Maintenance to accommodate the purchase and installation of CAM-LOCK systems at the following radio tower locations: Dunnellon Water Tower, Classic Mile Tower, and Pistol Range Tower. This is based on recommendations developed in response to challenges encountered during the 2024 hurricane season. At that time, generator failures at three of our tower locations significantly disrupted operations.

One of the key mitigation measures identified was the installation of CAM-LOCK systems to facilitate a quicker and more efficient transition from a failed generator to a mobile backup unit. This upgrade is essential for reducing downtime and ensuring service continuity during emergency events. The benefits of this solution have already been demonstrated at the Pinnacle site, where the CAM-LOCK installation allowed for a rapid switchover and helped maintain operational stability.

BUDGET/IMPACT:
Neutral

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 25 - R -

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

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

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

Transferred From:

Account	Cost Center - Account Title	Amount
0010 - 310 - 534101	PUBLIC SAFETY RADIO CONTRACT SERV - OTHER - MISC	$5,900
0010 - 310 - 541101	PUBLIC SAFETY RADIO COMMUNICATIONS SERVICES	$31,000
0010 - 310 - 543101	PUBLIC SAFETY RADIO UTILITY SERVICES - ELC WTR SWR	$38,000
		$74,900

Transferred To:

Account	Cost Center - Account Title	Amount
0010 - 310 - 546301	PUBLIC SAFETY RADIO REPAIRS/MAINT - EQUIPMENT	$74,900
		$74,900

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 5th day of August, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Kathy Bryant, Chairman

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

BUDGET AMENDMENT NUMBER 2025 - 11 - 25

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-20022 **Agenda Date:** 8/5/2025 **Agenda No.:** 5.1.11.

SUBJECT:
General Fund - Sheriff Jail Transfer - $2,760

INITIATOR:
Katrina Neumann, Budget/Finance Commander

DEPARTMENT:
Sheriff

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

BUDGET/IMPACT:
Increase General Fund appropriation by $2,760.

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 25 - R -

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

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

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

Transferred From:

Account	Cost Center - Account Title	Amount
0010 - 116 - 364041	SHERIFF JAIL - TRANSFER SALE OF SURPLUS EQUIPMENT	$2,760
		$2,760

Transferred To:

Account	Cost Center - Account Title	Amount
0010 - 116 - 560101	SHERIFF JAIL - TRANSFER CAPITAL OUTLAY - MCSD	$2,760
		$2,760

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 5th day of August, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Kathy Bryant, Chairman

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

Rev. 07/26/2024

MARION COUNTY BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT REQUEST FORM

07/28/2025
Date

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

FROM: *Katrina Neumann, Budget / Finance Commander*

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

Requesting the following transfer of funds within the

0010	GENERAL FUND
Fund Number	Fund Name

SOURCES OF FUNDS:

Cost Center	Account Number	Cost Center Name Account Name	AMOUNT
116	364041	SHERIFF JAIL - TRANSFER SALE OF SURPLUS EQUIPMENT	$ 2,760
		TOTAL	$ 2,760

USES OF FUNDS:

Cost Center	Account Number	Cost Center Name Account Name	AMOUNT
116	560101	SHERIFF JAIL - TRANSFER CAPITAL OUTLAY - MCSD	$ 2,760
		TOTAL	$ 2,760

PURPOSE OF REQUEST:

The purpose of this request is to add funds to the Jail budget from vehicles sold.

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

Sheriff Office Reference Number :	JAIL #9

Marion County Sheriff's Office

Post Office Box 1987
Ocala, Florida 34478-1987

COPY

7/23/2025 **RECEIPT # 55432**

CASH RECEIPT

Received From:	Payment Type	Reference #	Amount Received
WEEKS AUCTION CO LLC	Check	0080743	31,004.00

Description:

VEHICLES SOLD AT AUCTION 7/11/2025

001-0000-000 208000.000 DUE TO BOCC	3956.00
003-0000-000 208000.000 DUE TO BOCC	2760.00
115-0000-000 208000.000 DUE TO BOCC	24288.00

Vehicles/equipment sent to Weeks Auction on 07/11/2025

	DEPT #	DEPT	DEST/LET	ROPERTY	ID #	EMPLOYEE	YEAR	MAKE	MODEL	MILEAGE	VIN	COLOR	SELLING PRICE	COMMISSION	NET SALE
003 -	3010	INMATE CUSTODY		14756			2000	FORD	F350-FLATBED	147,007	1FDWF36L8YED12203	WHITE	$ 3,000.00	$ 240.00	$ 2,760.00
115 -	2012	JUVENILE/DARE		36946			2018	FORD	INTERCEPTOR SUV	100,105	1FM5K8AR3JGB91669	SILVER	$ 6,000.00	$ 480.00	$ 5,520.00
001 -	1041	TRAINING		40007			2019	FORD	INTERCEPTOR SUV	108,407	1FM5K8ARXKGB14301	BLACK	$ 4,300.00	$ 344.00	$ 3,956.00
115 -	2010	PATROL		36626			2018	FORD	INTERCEPTOR SUV	126,135	1FM5K8AR3JGB91672	BROWN	$ 6,000.00	$ 480.00	$ 5,520.00
115 -	2020	MAJOR CRIMES		40005			2019	FORD	INTERCEPTOR SUV	126,027	1FM5K8AR7KGB14305	SILVER	$ 3,000.00	$ 240.00	$ 2,760.00
	2010	PATROL		36625			2018	FORD	INTERCEPTOR SUV	104,142	1FM5K8AR9JGB91675	BLUE	$ 5,600.00	$ 448.00	$ 5,152.00
	2010	PATROL		33609			2017	FORD	INTERCEPTOR SUV	137,270	1FM5K8AR5HGD06086	BLACK	$ 3,300.00	$ 264.00	$ 3,036.00
	2010	CITIZEN PATROL		27177			2013	FORD	INTERCEPTOR	170,231	1FAHP2MT4DG105853	WHITE	NS	$ -	$ -
	2010	CITIZEN PATROL		28775			2013	FORD	INTERCEPTOR	174,568	1FAHP2M85DG130417	WHITE	NS	$ -	$ -
115	2010	PATROL		30010			2015	FORD	INTERCEPTOR SUV	206,465	1FM5K8AR2FGA09693	WHITE	$ 2,500.00	$ 200.00	$ 2,300.00
													$ 33,700.00	$ 2,696.00	$ 31,004.00

RECEIVED
JUL 23 2025
BY FISCAL

SHERIFF - Marion County
SURPLUS PROPERTY DISPOSAL FORM

DESCRIPTION OF PROPERTY	SERIAL #	MCSO #
2000 FORD F350 FLATBED	1FDWF36L8YED12203	14756
2018 FORD INTERCEPTOR SUV	1FM5K8AR3JGB91669	36946
2019 FORD INTERCEPTOR SUV	1FM5K8ARXKGB14301	40007
2018 FORD INTERCEPTOR SUV	1FM5K8AR3JGB91672	36626
2019 FORD INTERCEPTOR SUV	1FM5K8AR7KGB14305	40005
2018 FORD INTERCEPTOR SUV	1FM5K8AR9JGB91675	36625
2017 FORD INTERCEPTOR SUV	1FM5K8AR5HGD06086	36609
2015 FORD INTERCEPTOR SUV	1FM5K8AR2FGA09693	30010

REASON WHY PROPERTY IS SURPLUS: SOLD AT WEEK'S AUCTION 7/11/2025

IS THIS PROPERTY OF ANY VALUE? ☒ Yes ☐ No IF YES, STATE VALUE: $31,004.00

SIGNED: Jamie Nelson #6982 DATE 7/21/2025

DIVISION: FLEET

SUPERVISOR'S SIGNATURE: 5311 DATE 7/21/2025

THIS AREA FOR THE PURCHASING DIVISIONS USE ONLY

THE ABOVE PROPERTY WAS RELEASED TO: _____

--- OR ---

THE ABOVE PROPERTY WAS DESTROYED BY: _____

SIGNED: _____ DATE _____

SUPERVISOR'S SIGNATURE: _____ DATE _____

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER AND ORIGINAL DOCUMENT SECURITY SCREEN ON BACK WITH PADLOCK SECURITY ICON

WEEKS AUCTION CO., LLC
4851 W HWY 40
OCALA, FL 34482

TRUIST

63-215/631

80743

PAY
TO THE
ORDER OF

07/17/2025 80743 $ **31004.00

THIRTY-ONE THOUSAND FOUR & NO/100 DOLLARS

MARION COUNTY SHERIFFS DEPT
ATTN FLEET MANAGEMENT
PO BOX 1987
OCALA FL 34470

MEMO

AUTHORIZED SIGNATURE

SECURE DOCUMENT SQUARE IMAGES FADE WHEN HEAT IS APPLIED

WEEKS AUCTION CO., LLC 80743

		15947	MARION COUNTY SHERIFFS DEP	
07/17/2025	085739	31004.00	.00	31004.00

RECEIVED
JUL 23 2025
BY FISCAL

07/17/2025	80743	31004.00	.00	31004.00

C O N S I G N E E ' S A C C O U N T S A L E S

MESS AUCTION COMPANY, LLC.
4051 TSW CTY RD
OCALA, FLORIDA 34482

PHONE: (352) 351-4051

CONSIGNOR MARION COUNTY SHERIFFS DEPT
15927 ATTN PEREZ MANAGEMENT
PO BOX 1987
OCALA FL 34478

SETTLEMENT NO: 065739
DATE: 7/17/2025
PAGE NO: 1

RECEIVED
JUL 23 2025
BY FISCAL

TAG NO.	DESCRIPTION	COMMISSION	PRICE	
MAC-26520-000	FORD TAURUS INTERCEPTOR			NS
	1FAHP2N85CG130417			
	2012 OD 174671 WHITE (R)			
MAC-26521-000	FORD TAURUS INTERCEPTOR			NS
	1FAHP2MF4DG105853			
	2013 OD 170234 WHITE (R)			
MAC-26522-000	FORD EXPLORER INTERCEPTOR	240.00	3,000.00	
	1FM5K8AR1KGB14306			
	2019 OD 125030 SILVER (R)			
MAC-26523-000	FORD EXPLORER INTERCEPTOR	264.00	3,300.00	
	1FM5K8AR5HGD08006			
	2017 OD 137272 BLACK (R)			
MAC-26524-000	FORD EXPLORER INTERCEPTOR	344.00	4,300.00	
	1FM5K8ARXKGB14301			
	2019 OD 108410 BLACK (R)			
MAC-26525-000	FORD EXPLORER INTERCEPTOR	448.00	5,600.00	
	1FM5K8AR9JGB91675			
	2018 OD 104145 BLUE (R)			
MAC-26526-000	FORD EXPLORER INTERCEPTOR	480.00	6,000.00	
	1FM5K8AR3JGB91669			
	2018 OD 100106 SILVER (R)			
MAC-26527-000	FORD EXPLORER INTERCEPTOR	480.00	6,000.00	
	1FM5K8AR3JGB91672			
	2018 OD 126133 BROWN (R)			
MAC-26528-000	FORD F350 SUPERDUTY (R)	240.00	3,000.00	
	1FDWF36L87EB12203			
	2000 OD 147010 WHITE			
MAC-26530-000	FORD EXPLORER (R)	200.00	2,500.00	
	1FM5K8AR2GGA09603			
	2015 OD 206471 WHITE			

SUB TOTAL	33,700.00
LESS COMMISSION	2,696.00
LESS OTHER EXPT	.00
APPLIED TO PURCH	.00
TOTAL	31,004.00

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19913 **Agenda Date:** 8/5/2025 **Agenda No.:** 5.1.12.

SUBJECT:
Impact Fee West District Fund - Impact Fees West District - $450,000

INITIATOR:
Steven Cohoon, County Engineer

DEPARTMENT:
Office of the County Engineer

DESCRIPTION/BACKGROUND:
SW 80th St Widening is a project identified on the 20-year project plan. While not currently planned for any work to begin within the current 5-year Transportation Improvement Program (TIP), several parcels have become available on the corridor, and it has been deemed prudent to acquire them while the opportunity is available. $450,000 of Impact Fees West funds will be transferred to TIP000045 to facilitate the purchases.

BUDGET/IMPACT:
Neutral

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 25 - R -

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

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

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

Transferred From:

Account	Cost Center - Account Title	Amount
1292 - 772 - 563512	IMPACT FEES WEST DISTRICT IMPROVE - WEST DISTRICT	$450,000
		$450,000

Transferred To:

Account	Cost Center - Account Title	Amount
1292 - 772 - 561301	IMPACT FEES WEST DISTRICT LAND ACQ - ROW/EASEMENTS	$450,000
		$450,000

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 5th day of August, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Kathy Bryant, Chairman

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

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19994 **Agenda Date:** 8/5/2025 **Agenda No.:** 5.1.13.

SUBJECT:
Marion County Utility Fund - Utilities Management - $100,000

INITIATOR:
Tony Cunningham, P.E., Director

DEPARTMENT:
Utilities

DESCRIPTION/BACKGROUND:
Marion County Utilities (MCU) has budgeted design and construction work on the SW 49th Avenue Road from Marion Oaks Trail to SW 95th Street project in FY 2025-26. However, the Office of the County Engineer has started the project in order to best serve the citizens impacted by this project. MCU will need to begin the utility design prior to October 1, 2025, therefore funds will need to be utilized from reserves. This is a one-time request.

BUDGET/IMPACT:
Neutral

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

RESOLUTION NUMBER 25 - R -

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

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

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

Transferred From:

Account	Cost Center - Account Title	Amount
4520 - 440 - 599301	UTILITIES MANAGEMENT RESERVE FOR FUTURE CAP OUTLAY	$100,000
		$100,000

Transferred To:

Account	Cost Center - Account Title	Amount
4520 - 448 - 563102	UTILITIES CAPITAL CONSTRUCT IMPROVE - CIP	$100,000
		$100,000

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 5th day of August, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Kathy Bryant, Chairman

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

Project Adjustments
Journal 2025-11-26
Effective Date 08/05/2025

Project Expense String	Project Title	Account	Approp. To Date	Requested Changes	Revised Appropriation
UTC000214-CIP UTILTY-NEWINF CNS-448	SW 49th Ave Rd to SW 95th St	563102	-	100,000	100,000
			-	100,000	100,000

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19764 **Agenda Date:** 8/5/2025 **Agenda No.:** 5.1.14.

SUBJECT:
Marion County Utility Fund - Utilities Wastewater System - $18,000

INITIATOR:
Tony Cunningham, P.E., Director

DEPARTMENT:
Utilities

DESCRIPTION/BACKGROUND:
MCUGN-13 is a 50-kW generator acquired as part of the Silver Springs Regional acquisition. The unit is non-operational, and due to its age, replacement parts are no longer available, rendering it unrepairable and in need of replacement. Because vehicles purchased during FY 2024-25 were less than budgeted, there are funds available to transfer and complete this purchase without utilizing Reserves. This request is to transfer funds from Wastewater System Machinery & Equipment to Water System Machinery & Equipment. This is a one-time request.

BUDGET/IMPACT:
Neutral

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 25 - R -

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

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

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

Transferred From:

Account	Cost Center - Account Title	Amount
4520 - 445 - 564101	UTILITIES WASTEWATER SYSTEM MACHINERY & EQUIPMENT	$18,000
		$18,000

Transferred To:

Account	Cost Center - Account Title	Amount
4520 - 442 - 564101	UTILITIES WATER SYSTEM MACHINERY & EQUIPMENT	$18,000
		$18,000

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 5th day of August, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Kathy Bryant, Chairman

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

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19946 **Agenda Date:** 8/5/2025 **Agenda No.:** 5.1.15.

SUBJECT:
Marion Oaks MSTU - Marion Oaks Recreation - $2,450

INITIATOR:
Chad Wicker, Director

DEPARTMENT:
Municipal Services

DESCRIPTION/BACKGROUND:
The Marion Oaks Community Center Annex exercise equipment was originally budgeted at $6,000 under the Machinery and Equipment account based on initial cost estimates. However, the final purchase cost was $2,445-below the capitalization threshold-requiring the expense to be charged to the Operating Supplies account. This amendment transfers funds from the Machinery and Equipment account to the Operating Supplies account to properly align the budget and ensure sufficient funds are available to meet operational needs through the end of the fiscal year.

BUDGET/IMPACT:
Neutral

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 25 - R -

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

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

WHEREAS, the following budget amendment is necessary and proper in the MARION OAKS MSTU:

Transferred From:

Account	Cost Center - Account Title	Amount
1310 - 510 - 564101	MARION OAKS RECREATION MACHINERY & EQUIPMENT	$2,450
		$2,450

Transferred To:

Account	Cost Center - Account Title	Amount
1310 - 510 - 552108	MARION OAKS RECREATION OPERATING SUPPLIES	$2,450
		$2,450

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 5th day of August, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Kathy Bryant, Chairman

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

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19991 **Agenda Date:** 8/5/2025 **Agenda No.:** 5.1.16.

SUBJECT:
Multiple Funds - Sheriff Operations - $497,821

INITIATOR:
Katrina Neumann, Budget/Finance Commander

DEPARTMENT:
Sheriff

DESCRIPTION/BACKGROUND:
The purpose of this request is to reallocate non-operating funds to capital outlay and operating expense expenditures within the budgets for Sheriff Jail, Emergency Management, Sheriff Regular, Sheriff Bailiff, and Sheriff Patrol CID.

BUDGET/IMPACT:
Neutral

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 25 - R -

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

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

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

Transferred From:

Account	Cost Center - Account Title	Amount
0010 - 116 - 590101	SHERIFF JAIL - TRANSFER NON OPERATING - MCSD	$221,710
		$221,710

Transferred To:

Account	Cost Center - Account Title	Amount
0010 - 116 - 560101	SHERIFF JAIL - TRANSFER CAPITAL OUTLAY - MCSD	$221,710
		$221,710

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 5th day of August, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Kathy Bryant, Chairman

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

BUDGET AMENDMENT NUMBER 2025 - 11 - 35

RESOLUTION NUMBER 25 - R -

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

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

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

Transferred From:

Account	Cost Center - Account Title	Amount
0010 - 117 - 590101	SHERIFF EMERGENCY MGMT TR NON OPERATING - MCSD	$3,266
		$3,266

Transferred To:

Account	Cost Center - Account Title	Amount
0010 - 117 - 530101	SHERIFF EMERGENCY MGMT TR OPERATING EXPENSES - MCSD	$3,266
		$3,266

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 5th day of August, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Kathy Bryant, Chairman

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

BUDGET AMENDMENT NUMBER 2025 - 11 - 36

RESOLUTION NUMBER 25 - R -

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

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

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

Transferred From:

Account	Cost Center - Account Title	Amount
1010 - 118 - 590101	SHERIFF REGULAR - TRANSFER NON OPERATING - MCSD	$48,636
		$48,636

Transferred To:

Account	Cost Center - Account Title	Amount
1010 - 118 - 530101	SHERIFF REGULAR - TRANSFER OPERATING EXPENSES - MCSD	$48,636
		$48,636

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 5th day of August, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Kathy Bryant, Chairman

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

RESOLUTION NUMBER 25 - R -

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

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

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

Transferred From:

Account	Cost Center - Account Title	Amount
1010 - 119 - 590101	SHERIFF BAILIFF - TRANSFER NON OPERATING - MCSD	$12,234
		$12,234

Transferred To:

Account	Cost Center - Account Title	Amount
1010 - 119 - 560101	SHERIFF BAILIFF - TRANSFER CAPITAL OUTLAY - MCSD	$12,234
		$12,234

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 5th day of August, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Kathy Bryant, Chairman

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

BUDGET AMENDMENT NUMBER 2025 - 11 - 38

RESOLUTION NUMBER 25 - R -

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

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

WHEREAS, the following budget amendment is necessary and proper in the MSTU FOR LAW ENFORCEMENT:

Transferred From:

Account	Cost Center - Account Title	Amount
1110 - 120 - 590101	SHERIFF PATROL CID - TR NON OPERATING - MCSD	$211,975
		$211,975

Transferred To:

Account	Cost Center - Account Title	Amount
1110 - 120 - 530101	SHERIFF PATROL CID - TR OPERATING EXPENSES - MCSD	$211,975
		$211,975

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 5th day of August, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Kathy Bryant, Chairman

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

Rev. 07/26/2024

MARION COUNTY BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT REQUEST FORM

07/23/2025
Date

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

FROM: *Katrina Neumann - Budget / Finance Commander*

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

Requesting the following transfer of funds within the

0010	GENERAL FUND
Fund Number	Fund Name

SOURCES OF FUNDS:

Cost Center	Account Number	Cost Center Name Account Name	AMOUNT
116	590101	SHERIFF JAIL - TRANSFER NON - OPERATING - MCSD	$ 221,710
		TOTAL	$ 221,710

USES OF FUNDS:

Cost Center	Account Number	Cost Center Name Account Name	AMOUNT
116	560101	SHERIFF JAIL - TRANSFER CAPITAL OUTLAY - MCSD	$ 221,710
		TOTAL	$ 221,710

PURPOSE OF REQUEST:

The purpose of this request is to transfer contingency funds to capital outlay expenses in the Jail Budget.

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

Sheriff Office Reference Number :	JAIL #8

Rev. 07/26/2024

MARION COUNTY BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT REQUEST FORM

07/23/2025
Date

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

FROM: *Katrina Neumann, Budget / Finance Commander*

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

Requesting the following transfer of funds within the

0010	GENERAL FUND
Fund Number	Fund Name

SOURCES OF FUNDS:

Cost Center	Account Number	Cost Center Name Account Name	AMOUNT
117	590101	SHERIFF EMERGENCY MGMT TR NON - OPERATING - MCSD	$ 3,266
		TOTAL	$ 3,266

USES OF FUNDS:

Cost Center	Account Number	Cost Center Name Account Name	AMOUNT
117	530101	SHERIFF EMERGENCY MGMT TR OPERATING EXPENSES - MCSD	$ 3,266
		TOTAL	$ 3,266

PURPOSE OF REQUEST:

The purpose of this request is to transfer contingency funds to operating expenses in the Emergency Managment Budget.

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

Sheriff Office Reference Number :	EM #9

Rev. 07/26/2024

MARION COUNTY BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT REQUEST FORM

07/23/2025
Date

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

FROM: *Katrina Neumann, Budget / Finance Commander*

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

Requesting the following transfer of funds within the

1010	FINE AND FORFEITURE FUND
Fund Number	Fund Name

SOURCES OF FUNDS:

Cost Center	Account Number	Cost Center Name Account Name	AMOUNT
118	590101	SHERIFF REGULAR - TRANSFER NON - OPERATING - MCSD	$ 48,636
		TOTAL	$ 48,636

USES OF FUNDS:

Cost Center	Account Number	Cost Center Name Account Name	AMOUNT
118	530101	SHERIFF REGULAR - TRANSFER OPERATING EXPENSES - MCSD	$ 48,636
		TOTAL	$ 48,636

PURPOSE OF REQUEST:

The purpose of this request is to transfer contingency funds to operating expenses in the Regular Budget.

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

Rev. 07/26/2024

MARION COUNTY BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT REQUEST FORM

07/23/2025
Date

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

FROM: *Katrina Neumann, Budget / Finance Commander*

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

Requesting the following transfer of funds within the

1010	FINE AND FORFEITURE FUND
Fund Number	Fund Name

SOURCES OF FUNDS:

Cost Center	Account Number	Cost Center Name Account Name	AMOUNT
119	590101	SHERIFF BAILIFF - TRANSFER NON - OPERATING - MCSD	$ 12,234
		TOTAL	$ 12,234

USES OF FUNDS:

Cost Center	Account Number	Cost Center Name Account Name	AMOUNT
119	560101	SHERIFF BAILIFF - TRANSFER CAPITAL OUTLAY - MCSD	$ 12,234
		TOTAL	$ 12,234

PURPOSE OF REQUEST:

The purpose of this request is to transfer contingency funds to capital outlay expenses in the Bailiff Budget.

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

Sheriff Office Reference Number :	BAILIFF #1

Rev. 07/26/2024

MARION COUNTY BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT REQUEST FORM

07/23/2025
Date

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

FROM: *Katrina Neumann, Budget / Finance Commander*

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

Requesting the following transfer of funds within the

1110	MSTU FOR LAW ENFORCEMENT
Fund Number	Fund Name

SOURCES OF FUNDS:

Cost Center	Account Number	Cost Center Name Account Name	AMOUNT
120	590101	SHERIFF PATROL CID - TR NON - OPERATING - MCSD	$ 211,975
		TOTAL	$ 211,975

USES OF FUNDS:

Cost Center	Account Number	Cost Center Name Account Name	AMOUNT
120	530101	SHERIFF PATROL CID - TR OPERATING EXPENSES - MCSD	$ 211,975
		TOTAL	$ 211,975

PURPOSE OF REQUEST:

The purpose of this request is to transfer contingency funds to operating expenses in the MSTU Budget.

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 #33

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-20023 **Agenda Date:** 8/5/2025 **Agenda No.:** 5.1.17.

SUBJECT:
MSTU for Law Enforcement - Sheriff Patrol CID Transfer - $8,000

INITIATOR:
Katrina Neumann, Budget/Finance Commander

DEPARTMENT:
Sheriff

DESCRIPTION/BACKGROUND:
The purpose of this request is to add funds from the 2025-26 High Visibility Enforcement grant to the MSTU budget. These funds will be reimbursed to the Board of County Commissioners as they are received.

BUDGET/IMPACT:
Increase MSTU for Law Enforcement appropriation by $8,000.

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 25 - R -

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

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

WHEREAS, the following budget amendment is necessary and proper in the MSTU FOR LAW ENFORCEMENT:

Transferred From:

Account	Cost Center - Account Title	Amount
1110 - 120 - 337235	SHERIFF PATROL CID - TR HVE-IPTM	$8,000
		$8,000

Transferred To:

Account	Cost Center - Account Title	Amount
1110 - 120 - 510101	SHERIFF PATROL CID - TR PERSONNEL SERVICES - MCSD	$8,000
		$8,000

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 5th day of August, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Kathy Bryant, Chairman

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

Rev. 07/26/2024

MARION COUNTY BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT REQUEST FORM

07/28/2025
Date

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

FROM: *Katrina Neumann, Budget / Finance Commander*

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

Requesting the following transfer of funds within the

1110	MSTU FOR LAW ENFORCEMENT
Fund Number	Fund Name

SOURCES OF FUNDS:

Cost Center	Account Number	Cost Center Name Account Name	AMOUNT
120	337235	SHERIFF PATROL CID - TR HVE IPTM	$ 8,000
		TOTAL	$ 8,000

USES OF FUNDS:

Cost Center	Account Number	Cost Center Name Account Name	AMOUNT
120	510101	SHERIFF PATROL CID - TR PERSONNEL SERVICES - MCSD	$ 8,000
		TOTAL	$ 8,000

PURPOSE OF REQUEST:

The purpose of this request is to add funds from the 25/26 High Visibility Enforcement grant to the MSTU budget.These funds will be reimbursed to the BOCC as they are received.

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

Sheriff Office Reference Number :	MSTU #34

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19833 **Agenda Date:** 8/5/2025 **Agenda No.:** 5.1.18.

SUBJECT:
MSTU for Law Enforcement - Sheriff Patrol CID Transfer - $14,224

INITIATOR:
Katrina Neumann, Budget/Finance Commander

DEPARTMENT:
Sheriff Office

DESCRIPTION/BACKGROUND:
The purpose of this request is to add funds from the FY 2025 Forest Service Agreement to the MSTU budget. Funds will be reimbursed to the Board of County Commissioner as they are received.

BUDGET/IMPACT:
Increase MSTU for Law Enforcement appropriation by $14,224.

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 25 - R -

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

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

WHEREAS, the following budget amendment is necessary and proper in the MSTU FOR LAW ENFORCEMENT:

Transferred From:

Account	Cost Center - Account Title	Amount
1110 - 120 - 331201	SHERIFF PATROL CID - TR US FORESTRY SECURITY	$14,224
		$14,224

Transferred To:

Account	Cost Center - Account Title	Amount
1110 - 120 - 510101	SHERIFF PATROL CID - TR PERSONNEL SERVICES - MCSD	$10,000
1110 - 120 - 530101	SHERIFF PATROL CID - TR OPERATING EXPENSES - MCSD	$4,224
		$14,224

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 5th day of August, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Kathy Bryant, Chairman

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

Rev. 07/26/2024

MARION COUNTY BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT REQUEST FORM

07/15/2025
Date

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

FROM: *Katrina Neumann, Budget / Finance Commander*

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

Requesting the following transfer of funds within the

1110	MSTU FOR LAW ENFORCEMENT
Fund Number	Fund Name

SOURCES OF FUNDS:

Cost Center	Account Number	Cost Center Name Account Name	AMOUNT
120	331201	SHERIFF PATROL CID - TR USDA FORESTRY SERVICES	$ 14,224
		TOTAL	$ 14,224

USES OF FUNDS:

Cost Center	Account Number	Cost Center Name Account Name	AMOUNT
120	510101	SHERIFF PATROL CID - TR PERSONNEL SERVICES - MCSD	$ 10,000
120	530101	SHERIFF PATROL CID - TR OPERATING EXPENSES - MCSD	4,224
		TOTAL	$ 14,224

PURPOSE OF REQUEST:

The purpose of this request is to add funds from the FY 25 Forest Service Agreement to the MSTU budget. Funds will be reimbursed to the BOCC as they are received.

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

Sheriff Office Reference Number :	MSTU #31

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19969 **Agenda Date:** 8/5/2025 **Agenda No.:** 5.1.19.

SUBJECT:
MSTU for Law Enforcement - Sheriff Patrol CID Transfer - $49,733

INITIATOR:
Katrina Neumann, Budget/Finance Commander

DEPARTMENT:
Sheriff

DESCRIPTION/BACKGROUND:
The purpose of this request is to add funds to the MSTU budget from insurance proceeds and a refund.

BUDGET/IMPACT:
Increase MSTU for Law Enforcement appropriation by $49,733.

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 25 - R -

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

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

WHEREAS, the following budget amendment is necessary and proper in the MSTU FOR LAW ENFORCEMENT:

Transferred From:

Account	Cost Center - Account Title	Amount
1110 - 120 - 364080	SHERIFF PATROL CID - TR INS PROCEEDS-AUTOMOTIVE	$41,813
1110 - 120 - 369910	SHERIFF PATROL CID - TR OTHER	$7,920
		$49,733

Transferred To:

Account	Cost Center - Account Title	Amount
1110 - 120 - 560101	SHERIFF PATROL CID - TR CAPITAL OUTLAY - MCSD	$49,733
		$49,733

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 5th day of August, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Kathy Bryant, Chairman

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

BUDGET AMENDMENT NUMBER 2025 - 11 - 33

Rev. 07/26/2024

MARION COUNTY BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT REQUEST FORM

07/16/2025
Date

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

FROM: *Katrina Neumann, Budget / Finance Commander*

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

Requesting the following transfer of funds within the

1110	MSTU FOR LAW ENFORCEMENT
Fund Number	Fund Name

SOURCES OF FUNDS:

Cost Center	Account Number	Cost Center Name Account Name	AMOUNT
120	364080	SHERIFF PATROL CID - TR INSURANCE PROCEEDS - AUTOMOTIVE	$ 41,813
120	369910	SHERIFF PATROL CID - TR OTHER	7,920
		TOTAL	$ 49,733

USES OF FUNDS:

Cost Center	Account Number	Cost Center Name Account Name	AMOUNT
120	560101	SHERIFF PATROL CID - TR CAPITAL OUTLAY - MCSD	$ 49,733
		TOTAL	$ 49,733

PURPOSE OF REQUEST:

The purpose of this request is to add funds to the MSTU budget from insurance proceeds and a refund.

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 #32

Marion County Sheriff's Office

Post Office Box 1987
Ocala, Florida 34478-1987

7/07/2025 **RECEIPT #** **55314**

CASH RECEIPT

Received From:	Payment Type	Reference #	Amount Received
CDW GOVERNMENT LLC	Check	0271162	7,920.00

Description:

REFUND/CONTRACT CANCELLED

115-0000-000 208000.000 DUE TO BOCC	7920.00

CDW GOVERNMENT
200 N. MILWAUKEE AVENUE
VERNON HILLS, IL 60061

CDW GOVERNMENT
REFUND CHECK

Refund Contract Cancelled
IFS 2015 000
S2152054

7-34478-88445S11.p01 265280516 1-1 EDICDG NO INSERT

MARION COUNTY SHERIFF
ATTN:RHONDA RUTKOSKI
PO BOX 1987
OCALA FL 34478-1987

Customer Number	Check Number	Amount	Document Number Refunded
6206024	0000271162	$7,920.00	FT13502

At CDWG we strive for perfection. Any company can take an order, but business relationships are built when a company commits to quality customer service. If you are not completely satisfied with any aspects of the service received from CDWG, we want to know about it. **Your satisfaction is our goal,** and we can only achieve this with your continued input. **Everyone at CDWG appreciates the opportunity to establish and maintain a true partnership with you.**

Comments:

ATTN:RHONDA RUTKOSKI

RECEIVED

JUL 07 2025

BY FISCAL

Please Detach Before Depositing Check

70-2382
719

Northern Trust Co, Chicago, IL
Payable Through Oakbrook Terrace, IL

Date	Check Number
07/02/2025	0000271162
	$**********7,920.00

Pay: *** Seven Thousand Nine Hundred Twenty and 00/100 ***

To the order of: MARION COUNTY SHERIFF
ATTN:RHONDA RUTKOSKI
PO BOX 1987
OCALA FL 34478-1987

SIGNATURE

Security features included. Details on back.

invoices@marionso.com (email for invoices/statements)

From: Emelyn Lawitlangmawi <emelyn.lawitlangmawi@cdw.com>
Sent: Friday, June 6, 2025 3:52 PM
To: Rutkoski, Rhonda <rrutkoski@marionso.com>
Cc: Diaz, Barbara <bdiaz@marionso.com>
Subject: RE: Statement of Account and Payment Status Inquiry-6206024 and MARION COUNTY SHERIFF

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Report any suspicious emails to the IT department.

Hi Rhonda,

I have attached your request credit memo twice.

Please see the attached.

Thanks,

Best regards,
Emelyn Lawitlangmawi| AR Specialist
Email:Emelyn.lawitlangmawi@cdw.com
Number: +866-224-6416, Ext- 703377315



1st Escalation: Neeraj Bisht, neeraj.bisht@cdw.com

2nd Escalation: Syed Mohammad Haider, syedhai@cdw.com

From: Rutkoski, Rhonda <rrutkoski@marionso.com>
Sent: Saturday, June 7, 2025 1:02 AM
To: Emelyn Lawitlangmawi <emelyn.lawitlangmawi@cdw.com>
Cc: Diaz, Barbara <bdiaz@marionso.com>
Subject: RE: Statement of Account and Payment Status Inquiry-6206024 and MARION COUNTY SHERIFF

EXTERNAL EMAIL
Please provide the invoice that goes with the credit memo N642943.

I will request the refund check for the $7920 after payment is complete for invoice DD21859.

Thank you!

From: Emelyn Lawitlangmawi <emelyn.lawitlangmawi@cdw.com>
Sent: Friday, June 6, 2025 2:43 PM
To: Rutkoski, Rhonda <rrutkoski@marionso.com>
Cc: Diaz, Barbara <bdiaz@marionso.com>
Subject: RE: Statement of Account and Payment Status Inquiry-6206024 and MARION COUNTY SHERIFF

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Report any suspicious emails to the IT department.

Hi Rhonda,

Thank you for the update. Please see the attached credit memo N642943.

Order NPQQ449 was canceled that is the reason for 7920.00 credit is still open, you can request a refund check once your account is current or keep for future orders.

I will send you the updated statement of account once we receive invoice DD21859 payment.

Thanks,

Best regards,
Emelyn Lawitlangmawi| AR Specialist
Email:Emelyn.lawitlangmawi@cdw.com
Number: +866-224-6416, Ext- 703377315



1st Escalation: Neeraj Bisht, neeraj.bisht@cdw.com

2nd Escalation: Syed Mohammad Haider, syedhai@cdw.com

From: Rutkoski, Rhonda <rrutkoski@marionso.com>
Sent: Friday, June 6, 2025 10:35 PM
To: Emelyn Lawitlangmawi <emelyn.lawitlangmawi@cdw.com>
Cc: Diaz, Barbara <bdiaz@marionso.com>
Subject: RE: Statement of Account and Payment Status Inquiry-6206024 and MARION COUNTY SHERIFF
Importance: High

EXTERNAL EMAIL
Good afternoon, Emelyn!

I'm excited to share that we have figured out the issues with our account.

1) Payment will be processed for inv #DD21859 this next week. Credits FS73424 for $1199.60 and GL82918 for $211.60 that was included on check #0352043 dated 2-8-23 needs to be applied towards that invoice to cancel it out.

2) Check number 0356091 dated 11-21-23 in the amount of $8142.68...only (1) of the invoices paid on that check (inv #MV76204 in the amount of $222.68) was applied. The balance of the check that is showing "unapplied" of $7920 needs to be applied towards invoice #NPQQ449 (see copy of invoice attached) . That will clear out the outstanding credit.

3) Check #0352043 dated 2-8-23 in the amount of $721.97...invoice #GL29469 was entered on the remittance stub incorrectly and should have been GL29459. It was included in this check and should be applied towards the invoice in the amount of $1005.16

4) Check #0352043 dated 2-8-23 in the amount of $721.97...invoice GK84010 in the amount of $598.39 was paid as part of that check. Please apply payment to that invoice.

5) Below I have highlighted the credit that I need the copy of the credit memo and original invoice that it was billed to. Please forward.

We appreciate your assistance in updating our account to make it current except for invoice DD21859 that will be processed next week. Upon completion, please send an updated statement of our account.

Thank you!

Rhonda Rutkoski
Senior Accounting Specialist

Budget/Finance Bureau
Office of the Sheriff, Marion County
Direct (352) 369-6748
Fax (352) 369-6895
rrutkoski@marionso.com
invoices@marionso.com (email for invoices/statements)

From: Emelyn Lawitlangmawi <emelyn.lawitlangmawi@cdw.com>
Sent: Thursday, June 5, 2025 5:18 PM
To: Rutkoski, Rhonda <rrutkoski@marionso.com>
Cc: Diaz, Barbara <bdiaz@marionso.com>
Subject: RE: Statement of Account and Payment Status Inquiry-6206024 and MARION COUNTY SHERIFF

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recognize the sender and know the content is safe.
Report any suspicious emails to the IT department.

Hi Rhonda,

Thank you for your email.

FT135025 12/01/2023 8142.68- $ 7920.00- Order NPQQ449 cancelled applied invoice MV76204 open balance $ 7920.00.

CR02 N642943 11/16/2021 705.00-open.

For PO#511264 AND PO# 511213 please the note below.

Please collect inv DD21859 to clear the balance on
both invs GL29469 and GK84010.
ie Grantham, Pamela pgrantham@marionso.com sts in
reviewing invs find no record of DD21859 but show the PO was
paid with CZ85380, req confirm duplication. ie reply advised
DD21859 & CZ85380 show as bills for seperate orders and POs,
advised also show items on DD21859 were originally returned
for credt but credit was deducted on check 352043 against
other invs instead of clearing DD21859 as intended. pls fuw
Pamela.

So, to clear invoice GL29469 and GK84010, please make payment on invoice DD21859.

Thanks,

Best regards,
Emelyn Lawitlangmawi| AR Specialist
Email:Emelyn.lawitlangmawi@cdw.com
Number: +866-224-6416, Ext- 703377315



1st Escalation: Neeraj Bisht, neeraj.bisht@cdw.com

2nd Escalation: Syed Mohammad Haider, syedhai@cdw.com

From: Rutkoski, Rhonda <rrutkoski@marionso.com>
Sent: Thursday, June 5, 2025 2:27 AM
To: Emelyn Lawitlangmawi <emelyn.lawitlangmawi@cdw.com>
Cc: Diaz, Barbara <bdiaz@marionso.com>
Subject: RE: Statement of Account and Payment Status Inquiry-6206024 and MARION COUNTY SHERIFF

EXTERNAL EMAIL
Good afternoon,

I've attached an excel worksheet with payments and invoice #'s that should be cleared off our account. Please update our account and forward me a correct statement.

Also, I'm still looking into the (2) credits $705 & $8142.68 that are on our account.

Should you have any questions, please reach out to me.

Thank you!

Rhonda Rutkoski
Senior Accounting Specialist

Budget/Finance Bureau
Office of the Sheriff, Marion County
Direct (352) 369-6748
Fax (352) 369-6895
rrutkoski@marionso.com
invoices@marionso.com (email for invoices/statements)

From: Emelyn Lawitlangmawi <emelyn.lawitlangmawi@cdw.com>
Sent: Wednesday, June 4, 2025 3:09 PM
To: Invoices <Invoices@marionso.com>; Bench, Kathryn <kbench@marionso.com>; Diaz, Barbara <bdiaz@marionso.com>
Subject: Statement of Account and Payment Status Inquiry-6206024 and MARION COUNTY SHERIFF

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This email originated from outside of the Sheriff's Office. Do not click links, open attachments, or share any information unless you recognize the sender and know the content is safe.
Report any suspicious emails to the IT department.

Hello,

Thank you for being a valued customer of CDW.

Attached is the statement of your account # 6206024, as of 6/3/2025 at 5 PM CST. Please review the summary provided below in conjunction with the detailed statement attached. We kindly request your attention to the action(s) outlined below.
If you have questions or concerns,please let us know a convenient time to contact you.

STATEMENT SUMMARY

Invoice Category	Total Amount	Requested Action

Past Due	**($7,213.80)**	**Please provide payment status or reason for delay on the attached statement.** *If there is no past due balance, no action is needed.*
Due by end of the Month	**$203,970.16**	Please confirm if the invoice(s) are set be paid on or before the due date.
Not due yet	$0.00	Courtesy reminder for the invoices not yet due. Please review the attached statement and highlight any discrepancies.
Total	**$196,756.36**	

Please note that this is an automated statement. It is our goal to address any invoicing questions before the invoice becomes past due.

Thank you for your business.

Sincerely,
EMELYN LAWITLANGMAWI
Emelyn.lawitlangmawi@cdw.com
+866-224-6416, Ext- 703377315
1st Escalation: Neeraj Bisht, neeraj.bisht@cdw.com
2nd Escalation: Syed Mohammad Haider, syedhai@cdw.com



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The contents of this email are intended only for the recipient(s) listed above. If you are not the intended recipient, you are directed not to read, disclose, distribute, or otherwise use this transmission. If you have received this email in error, please notify the sender immediately and delete the transmission. Delivery of this message is not intended to waive any applicable privileges.

Marion County Sheriff's Office

Post Office Box 1987
Ocala, Florida 34478-1987

COPY

7/11/2025 **RECEIPT #** **55364**

CASH RECEIPT

Received From:	Payment Type	Reference #	Amount Received
FLORIDA SHERIFF'S RISK MANAGEMENT	Check	0140181	6,401.26

Description:

VEH DAMAGE REIMBURSEMENT CARPENTER VEH # 35819 / MILLER VEH # 40256 / THOMPSON VEH # 38092

115-0000-000 208000.000 DUE TO BOCC 6401.26

FL Sheriffs Risk Mgmt Fund

To: Marion County S.O.

RECEIVED 7-11-25 SH

MAR1000

Check Number: 0000140181

Date: 07/02/2025

Claimant/Memo	Claim Number	Invoice No./Ref	Loss/Service Dates	Payment Code	Paid Amount
Marion EV2025093694 - B. Schaffer Unit # 3809	APHD20250099833				2010- $3,517.90
Marion EV2024091489 - B. Schaffer Unit # 3581	APHD20240097252				2010- $2,500.00
Marion EV2025094150 - B. Schaffer Unit # 4025	APHD20250100323				2010- $383.36

TOTALS: $6,401.26

WARNING - THIS CHECK IS PROTECTED BY SPECIAL SECURITY FEATURES

FL Sheriffs Risk Mgmt Fund
2750 Chancellorsville Drive
Tallahassee, FL 32312

BB&T
Tallahassee, FL 32317-2090

63-9138/2631

0000140181

DATE
07/02/2025

PAY **Six Thousand Four Hundred One Dollars and 26 Cents**

AMOUNT
$6,401.26

VOID AFTER 90 DAY:

TO THE ORDER OF Marion County Sheriff's Office

P.O. Box 1987
Ocala, FL 34478

SECURITY FEATURES INCLUDE MICROPRINTING • VOID PANTOGRAPH • ENDORSEMENT BACKER • BROWNSTAIN CHEMICAL REACTANT

FLORIDA SHERIFFS RISK MANAGEMENT FUND

Established 1978 *Protecting Those Who Protect Us*℠

RECEIVED
7·11·25 BA

Memorandum

Date: **July 2, 2025**

To: **Stacy Hall, Marion County SO**

From: **Brandy Schaffer** BS

Re: **Recovered Deductible-Unit # 35819 (DOL 11/14/24)**

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 #: **EV2024091489**

Check Amount: **$2,500.00**

Please see the attached check.

Trans# 24111 40526
Donald Carpenter # 5791 Dept # 2010
Veh: 35819 - 2017 Bmw Motorcycle
Event Date 11·14·24

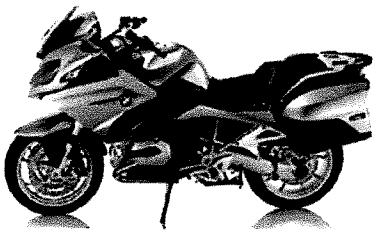
2750 Chancellorsville Drive ° Tallahassee, Florida 32317
Office: 850-320-6880 ° Fax: 850-320-6939 ° Toll-Free: 866-345-3688 ° www.FSRMF.org

119

* See Page 3/4 for Deductible Line Item

2017 BMW R1200RT

Vehicle Type	Motorcycles
Manufacturer	BMW
Year	2017
Type	Touring
Model	R1200RT
Piston Displacement (CCs)	1170
Stroke	4
Cylinders	2
Speeds	6
Manufacturer's Reported Weight	604 lbs



	Suggested List	Rough Trade-In/Wholesale	Clean Trade-In/Wholesale	Average Retail
BASE PRICE	$18,145	$6,050	$7,625	$9,325
TOTAL PRICE	$18,145	$6,050	$7,625	$9,325

Vehicle Notes

No notes available

Value Explanations

The values listed are a guide for appraisal purposes only. The values are a reflection of the unit's respective popularity. It may be necessary to adjust listed values to meet market conditions of your area. Used units in above average condition could be worth more than average retail value.

Suggested List

The manufacturer's (distributor's) highest suggested list price in the U.S.A. when the unit was new. Unless indicated, the suggested list price does not include destination charges, dealer set-up, state or local taxes, license, tags or insurance.

Rough Trade-In/Wholesale

This figure reflects the wholesale value of a used unit in need of repairs and refurbishing.

Clean Trade-In/Wholesale

This figure reflects the clean wholesale value of a clean used unit "ready for resale".

Average Retail

(High Book) This figure reflects the average retail value of a used unit "ready for resale". Units in excellent or prime condition may increase value 10% - 15%.

ACF
P.O. Box 622492, Orlando, FL 32862
Office: (407) 757-2376
aocf18@outlook.com

TOTAL LOSS

Estimate ID
21131028
Original

Claim Number
EV2024091489

Not An Authorization For repair
All supplement requests should be sent via email to AOCF18@outlook.com, including supporting documents.
No Supplemental repairs are authorized without approval from the Insurance Company.

Owner
Marion County SO
690 NW 30th Ave.
Ocala, FL 34475
(352) 369-6763 (Mobile)

Appraiser
ACF ..

Classification
Field

Florida Sheriffs Risk Management Fu

Loss Type	Claim Number	Adjuster	Deductible
Collision	EV2024091489	Brandy Schaffer (850) 320-6901 (Work) brandy.schaffer@fsrmf.org	2500.00 - Not Waived

Loss Date	Inspection Site	Inspection Date
11/14/2024	Marion County SO 690 NW 30th Ave Ocala, FL 34475 (352) 369-6763 (Work)	12/3/2024

2017 BMW R 1200 RT

Exterior Color	License	VIN	Condition
Black	FL-C0 4172	WB10A1304HZ466534	Good

Drivable	Odometer	Mitchell Service Code
No	30166	913239

Primary Point of Impact
All Over (19)

Marion County SO | 2017 BMW R 1200 RT

Parts Profile
ACF Florida

Parts Profile Version
18.0

		LABOR			PART				
Line #	Description	Operation	Type	Total Units	Type	Number	Qty	Total Price	Tax
Body									

Line #		Description	LABOR Operation	Type	Total Units	PART Type	Number	Qty	Total Price	Tax
1	300482	R Frt Mirror	Remove / Replace	Body	0.3	New	51 16 7 728 820	1	$350.82	
2	300483	L Frt Mirror	Remove / Replace	Body	0.3	New	51 16 7 728 819	1	$350.82	
Frame										
3	300295	Frame	Remove / Replace	Body	10.5#	New	46 51 8 387 840	1	$4,103.26	
4	AUTO	R Lwr Cowl Panel	Remove / Install	Body	0.2					
5	AUTO	L Lwr Cowl Panel	Remove / Install	Body	0.2					
6	300298	R Frame Cover	Remove / Replace	Body	0.2	New	46 63 8 548 480	1	$77.26	
7	300299	L Frame Cover	Remove / Replace	Body	0.2	New	46 63 8 548 481	1	$77.26	
8	300304	Side Stand	Remove / Replace	Body	INC#	New	46 53 8 532 726	1	$267.84	
Engine / Trans										
9	300494	R Ignition Coil Cover	Remove / Replace	Body	0.1#	New	11 12 8 532 976	1	$47.35	
10	300495	L Ignition Coil Cover	Remove / Replace	Body	0.1#	New	11 12 8 532 975	1	$47.35	
Luggage / Storage										
11	300756	R Cover	Remove / Replace	Body	INC#	New	46 54 8 549 604	1	$665.38	
12	300757	L Cover	Remove / Replace	Body	INC#	New	46 54 8 549 603	1	$665.38	
13	300162	R Saddle Bag Lid	Remove / Replace	Body	0.5	New	46 54 8 532 050	1	$554.64	
14	300356	L Saddle Bag Lid	Remove / Replace	Body	0.5	New	46 54 8 532 049	1	$554.64	
Additional Costs & Materials										
15	936012	Hazardous Waste Disposal	Additional Cost						$3.50*	
Additional Operations										
16	931127	Pre Repair Scan	Additional Operation	Mechanical	1.0*				$0.00	
17	931128	Post Repair Scan	Additional Operation	Mechanical	1.0*				$0.00	
18	933018	Mask For Overspray	Additional Operation	Refinish	0.2*				$10.00*	
Special / Manual Entry										
19	900500	Strobe Lamp	Remove / Replace	Body*	0.5*	New	ORDER FROM DEALER	1	$140.00*	
20	900500	Police Decal 1st Panel	Remove / Replace	Body*	0.5*	Sublet		1	$35.00*	
21	900500	Police Decal Each Additional Panel	Remove / Replace	Body*	0.5*	Sublet		1	$35.00*	

* Judgment Item
T Included in Two Tone Calculation
Labor Note Applies
d Discontinued by Manufacturer
C Included in Clear Coat Calculation
A Included in Clear Coat and Two Tone Calculation
r CEG R&R Time Used for this Labor Operation
[ ] Verify the part number and price before ordering

Estimate Totals

Labor	Units	Rate	Sublet Add'l Amount	Totals
Body Labor	14.6	$105.00		$1,533.00

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Estimate Totals

Refinish Labor	0.2	$105.00	$10.00		$31.00
Mechanical Labor	2.0	$105.00			$210.00
Total Labor	16.8				$1,774.00
				Taxable	$0.00
				Tax 0.0000%	$0.00
				Non-Taxable	$1,774.00
				Pre-Tax Discount 0.00%	$0.00
				Labor Total	$1,774.00

Parts	Amount		
Taxable Parts	$0.00		$0.00
		Parts Adjustments	$0.00
		Tax 0.0000%	$0.00
		Non-Taxable	$7,972.00
		Pre-Tax Discount 0.00%	$0.00
		Parts Total	$7,972.00

Costs	Amount		
Paint Materials	$0.00		$0.00
Shop Materials	$0.00		$0.00
Other Additional Costs	$3.50		$3.50
		Taxable	$0.00
		Tax 0.0000%	$0.00
		Non-Taxable	$3.50
		Pre-Tax Discount 0.00%	$0.00
		Costs Total	$3.50

Gross Totals	Amount		
Gross Total	$9,749.50		$9,749.50
		Taxable	$0.00
		Tax	$0.00
		Non-Taxable	$9,749.50
		Pre-Tax Discount 0.00%	$0.00
		Gross Total	$9,749.50

Adjustments	Amount		
Deductible	-$2,500.00		-$2,500.00
Total Customer Responsibility			-$2,500.00

Net Estimate Total $7,249.50

**********Notice**********

This appraisal is subject to the complete review and approval by the assigning insurance company to assure accuracy, cost effectiveness, and that accepted industry repair standards are met. The insurance

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company listed has the right to accept or reject any part or all of this appraisal or make any changes they feel necessary. "Failure to use the insurance proceeds in accordance with the securityagreement, if any, could be a violation of 812.014, Florida Statutes. If you have any questions, contact your lending institution." "Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree." "This paragraph shall not apply to reinsurance contracts, reinsurance agreements, or reinsurance claims transactions.

Disclaimer: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

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FLORIDA SHERIFFS RISK MANAGEMENT FUND

Established 1978 *Protecting Those Who Protect Us*

RECEIVED 7-11-25 SH

Memorandum

Date: **July 2, 2025**

To: **Stacy Hall, Marion County SO**

From: **Brandy Schaffer** BD

Re: **Windshield Claim-Unit # 40256**

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Our Event #: **EV2025094150**

Check Amount: **$383.36**

Please see the attached check.

Keith Miller #1657 Dept 2010
Event Date 6.19.25
Veh: 2019 F-150 Responder

2750 Chancellorsville Drive * Tallahassee, Florida 32317
Office: 850-320-6880 * Fax: 850-320-6939 * Toll-Free: 866-345-3688 * www.FSRMF.org

7939

Accurate Auto Glass LLC

175 Marion Oaks Pass
Ocala, FL 34473
Florida Registration # MV-65212

352-245-4200
Fax: 352-307-4396

INVOICE DATE

BILL TO
Name:
Address:
City & State:
Zip Code:
Phone no.'s: (H)

INSURED
Name:
Address:
City & State:
Zip Code:
Phone no.'s: (H)

AGENT	POLICY #	P.O. / CLAIM #	AUTHORIZED BY AGENT
		520050	

VEHICLE INFORMATION

YEAR	MAKE	MODEL	VEHICLE I.D. #	TAG #	DATE OF LOSS
2019	Ford	F150			

Qty.	Inventory #	Description	List Price	Net Price	Amount
		Windshield Replace			

LOCATION OF VEHICLE / COMMENTS

Noticed crack in windshield on 6-15-25 appears to be caused from a rock strike

I HAVE COMPARED THE GOODS RECEIVED TO THE DOCUMENT AND NOTE THE FOLLOWING TO BE ACCEPTABLE

DESCRIPTION windshield

QUANTITY 1 CONDITION good

DATE 6/26/25 SIGNATURE 5723

0 2010
V 95727
V 40256

Labor	
Sealants / Kit	
Moldings	
Other	
Misc. Materials & Supplies	
SUB TOTAL	
Sales Tax	
Sub Total Before Deductible	
Less Customer Deductible	
TOTAL	382.36

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
40256		

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) 5723 DATE INSTALLED 6/26/25

There will be a finance charge calculated at 1% per month on any outstanding balance carried from this invoice in excess of 30 days. In the event it becomes necessary for Accurate Auto Glass to institute any legal action for the collection of sums due under this invoice, then the purchaser agrees to pay all costs including all reasonable attorney fees incurred.

FLORIDA SHERIFFS RISK MANAGEMENT FUND
Established 1978 Protecting Those Who Protect Us℠

RECEIVED
7-11-25 SH

Memorandum

Date: **July 2, 2025**

To: **Stacy Hall, Marion County SO**

From: **Brandy Schaffer**

Re: **Marion County SO-Unit # 38092**

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Our Event #: **EV2025093694**

Check Amount: **$3,517.90**

Please see the attached check.

Trans# 2505201000
Cole Thompson # 6942 Dept# 2010
Event Date 5-20-25
Veh. 38092 - 2019 Ford INT. SUV

2750 Chancellorsville Drive • Tallahassee, Florida 32317
Office: 850-320-6880 • Fax: 850-320-6939 • Toll-Free: 866-345-3688 • www.FSRMF.org

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

PURCHASE
REQUISITION NO. 79877

Requesting Office:
FLEET SERVICES

Requested By:
Jamie Nelson

Vendor:
RALPH DHANRAJ
DBA EFFICIENT AUTO BODY INC
10857 SW 91ST AVE
OCALA, FL 34481

Reason for Request:
REPAIRS TO VEH 38092 DEPT 2010 INV 932935
ACC TR # 2505201020

Date of Requisition	Date Needed	Purchase Order #	Requisition Total
6/23/2025	6/23/2025		$6,017.90

Item #	Qty	U/M	Description	Unit Price	Amount
1	1.00	EACH	PARTS	4,571.400	4,571.40
2	14.30	EACH	BODY LABOR	55.000	786.50
3	6.60	EACH	PAINT LABOR	55.000	363.00
4	6.60	EACH	PAINT SUPPLIES	45.000	297.00
			Account Codes / **Distribution Amounts**	**Total Requested**	**$6,017.90**
			000-0000-000 000000.000 6017.90	Ded:	-2500.00
					$ 3517.90

APPROVALS	

EFFICIENT AUTO BODY INC.
10857 SW 91 AVENUE
Ocala, FL 34481

Fax: # 352-624-0091

Invoice

Date	Invoice #
06-04-2025	932935

Bill To
Marion County Sheriff's Office 692 NW 30th Ave Ocala, FL 34475

Email	P.O. No.	Terms
Efficientabinc3@aol.com		

Quantity	Description	Rate	Amount
1	VIN # 1FM5K8AR3KGB44952		
2	VEH # 38092		
3	Parts		$4,571.40
4	Body Labor	$55.00	$786.50
5	Paint Labor	$55.00	$363.00
6	Paint Supplies	$45.00	$297.00

Accident Transaction #
250520100

I HAVE COMPARED THE GOODS RECEIVED TO THE DOCUMENT AND NOTE THE FOLLOWING TO BE ACCEPTABLE

DESCRIPTION Accident

QUANTITY 1 CONDITION Good

DATE 6/3/25 SIGNATURE [signature] 5713

0 2010
W 95462
V 38092

Subtotal	$6,017.90
Sales Tax(7.0%)	
Total Cost Rep	$6,017.90
Deductible	
Net Cost of Rep	$6,017.90
BALANCE DUE	$6,017.90

EFFICIENT AUTO BODY

10857 S W 91ST AVE, OCALA, FL 34481
Phone: (352) 624-0037

Workfile ID: 9ab3689d
Federal ID: 205482966

Preliminary Estimate

Customer: MARION COUNTY, SHERIFF`S OFFICE VEH # 38092 **Job Number:**

Insured:	MARION COUNTY, SHERIFF`S OFFICE VEH # 38092	Policy #:	Claim #:
Type of Loss:		Date of Loss:	Days to Repair: 0
Point of Impact:			

Owner:
MARION COUNTY, SHERIFF`S OFFICE VEH # 38092
(352) 732-8181 Business

Inspection Location:
EFFICIENT AUTO BODY
10857 S W 91ST AVE
OCALA, FL 34481
Repair Facility
(352) 624-0037 Business

Insurance Company:

VEHICLE

2019 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.7L Gasoline Sequential MPI

VIN:	1FM5K8AR3KGB44952	Interior Color:	Mileage In:	Vehicle Out:
License:		Exterior Color:	Mileage Out:	
State:		Production Date:	Condition:	Job #:

TRANSMISSION
Automatic Transmission
4 Wheel Drive
POWER
Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Power Driver Seat
Power Adjustable Pedals
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
Backup Camera
RADIO
AM Radio
FM Radio
Stereo
Search/Seek
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
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
Rear Step Bumper

Preliminary Estimate

Customer: MARION COUNTY, SHERIFF`S OFFICE VEH # 38092

Job Number:

2019 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.7L Gasoline Sequential MPI

Line		Oper	Description	Part Number	Qty	Extended Price $	Labor	Paint
1	**FRONT BUMPER**							
2			O/H front bumper				3.8	
3	*	Repl	Bumper cover	FB5Z17D957EB	1	775.00	Incl.	2.8
4			Add for Clear Coat					1.1
5		Repl	License bracket	JB5Z17A385AA	1	25.12	0.2	
6	*	Repl	FRT BUMPER VALANCE PANEL	FB5Z17626CA	1	291.00	Incl.	
7		Repl	Absorber	FB5Z17C882C	1	66.23	Incl.	
8	*	Repl	FRT BUMPER REINFORCEMENT BAR	FB5Z17757A	1	183.83	0.6	
9	**GRILLE**							
10	*	Repl	A/M FRT CTR BUMPER GRILLE	FB5Z8200GB	1	93.00	Incl.	
11	#	Repl	GRILLE ASSEMBLE		1	561.00		
12	#	Repl	UPR GRILLE REINFORCEMENT		1	107.13		
13	**FRONT LAMPS**							
14	*	Repl	RT FRT COMBINATION LAMP	JB5Z13008Q	1	1,688.34	0.0	
15	#		CHACK /ADJUST LAMPS		1		0.4	
16	*	R&I	LT R&I headlamp assy				0.0	
17	**RADIATOR SUPPORT**							
18	*	Repl	Radiator support (COM)	FB5Z16138B	1	421.35	3.2	
19	**HOOD**							
20	*	Rpr	Hood (ALU)				6.0	2.7
21	*		Add for Clear Coat					0.0
22	*	R&I	R&I hood assy				0.0	
23	#	Refn	HOOD UNDERSIDE					
24	#	R&I	L FENDER WHEEL OPENING MLDG					
25	#	R&I	R FENDER WHEEL OPENING MLDG					
26	#		ADDITIONAL COSTS		1			
27	#		PAINT / MATERIALS		1	334.40		
28	#		HAZARDOUS WASTE DISPOSAL		1	4.99		
29	#	Refn	CLEAR COAT					
30	#		MASK FOR OVERSPRAY		1	10.01	0.1	
31	#		RESTORE CORROSION PROTECTION		1	10.00		
32	#		CLAIM # EV2025093694		1			
33	#		VEH # 38092		1			
				SUBTOTALS		**4,571.40**	**14.3**	**6.6**

Preliminary Estimate

Customer: MARION COUNTY, SHERIFF`S OFFICE VEH # 38092

Job Number:

2019 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.7L Gasoline Sequential MPI

ESTIMATE TOTALS

Category	Basis		Rate	Cost $
Parts				4,571.40
Body Labor	14.3 hrs	@	$ 55.00 /hr	786.50
Paint Labor	6.6 hrs	@	$ 55.00 /hr	363.00
Paint Supplies	6.6 hrs	@	$ 45.00 /hr	297.00
Subtotal				6,017.90
Grand Total				**6,017.90**

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

7/11/2025 **RECEIPT #** **55365**

CASH RECEIPT

Received From:	Payment Type	Reference #	Amount Received
FLORIDA SHERIFF'S RISK MANAGEMENT	Check	0140094	2,729.44

Description:

VEH DAMAGE REIMBURSEMENT GIDDENS VEH # 40466 / ENCHAUTEQUI VEH # 53610

115-0000-000 208000.000 DUE TO BOCC 2729.44

FL Sheriffs Risk Mgmt Fund

To: Marion County S.O.

MAR1000

Check Number: 0000140094

Date: 07/01/2025

Claimant/Memo	Claim Number	Invoice No./Ref	Loss/Service Dates	Payment Code	Paid Amount
Marion EV2025094072 - B. Schaffer Unit # 5361(	APHD20250100282				2010- $392.00
Marion EV2025092815 - B. Schaffer Unit # 4046(	APHD20250098821				2010- $2,337.44

TOTALS: $2,729.44

WARNING - THIS CHECK IS PROTECTED BY SPECIAL SECURITY FEATURES

FL Sheriffs Risk Mgmt Fund
2750 Chancellorsville Drive
Tallahassee, FL 32312

BB&T
Tallahassee, FL 32317-2090

63-9138/2631

0000140094

DATE
07/01/2025

PAY **Two Thousand Seven Hundred Twenty Nine Dollars and 44 Cents**

AMOUNT
$2,729.44

VOID AFTER 90 DAY:

TO THE ORDER OF Marion County Sheriff's Office

P.O. Box 1987
Ocala, FL 34478

SECURITY FEATURES INCLUDE MICROPRINTING • VOID PANTOGRAPH • ENDORSEMENT BACKER • BROWNSTAIN CHEMICAL REACTANT

134

P/O# 522702

78926

EFFICIENT AUTO BODY INC.
10857 SW 91 AVENUE
Ocala, FL 34481

Fax: # 352-624-0091

Invoice

Date	Invoice #
04-08-2025	932920

RECEIVED
APR 8 2025
FISCAL

Bill To
Marion County Sheriff's Office
692 NW 30th Ave
Ocala, FL 34475

Email	P.O. No.	Terms
Efficientabinc3@aol.com		

Quantity	Description	Rate	Amount
1	VIN # 1FM5K8AB8LGD18812		
2	VEH # 40466		
3	Parts		$2,413.44
4	Body Labor	$55.00	$1,144.00
5	Paint Labor	$55.00	$704.00
6	Paint Supplies	$45.00	$576.00

Accident Transaction #
2503160024
D 200
W 95044
V 40466

I HAVE COMPARED THE GOODS RECEIVED TO THE DOCUMENT AND NOTE THE FOLLOWING TO BE ACCEPTABLE

DESCRIPTION Accident

QUANTITY 1 CONDITION good

DATE 4-22-25 SIGNATURE

REC'D
APR 2 4 2025
BY PURCHASING

Subtotal	$4,837.44
Sales Tax(7.0%)	
Total Cost Rep	$4,837.44
Deductible	
Net Cost of Rep	$4,837.44
BALANCE DUE	$4,837.44

Ded. -2500.00

$2,337.44

I HAVE VERIFIED THIS DOCUMENT AND NOTE THE FOLLOWING AS ACCEPTABLE
TOTAL ✓ YES ____ NO
PRICE ITEM ✓ YES ____ NO
QUANTITY ✓
DATE ____
SIGNATURE

PO#522702 #78926

EFFICIENT AUTO BODY

10857 S W 91ST AVE, OCALA, FL 34481
Phone: (352) 624-0037

Workfile ID: a8c06f23
Federal ID: 205482966

Preliminary Estimate

Customer: MARION COUNTY, SHERIFF`S OFFICE VEH # 40466

Job Number:

Insured:	MARION COUNTY, SHERIFF`S OFFICE VEH # 40466	Policy #:	Claim #:
Type of Loss:		Date of Loss:	Days to Repair: 0
Point of Impact:			

Owner:
MARION COUNTY, SHERIFF`S OFFICE VEH # 40466
(352) 732-8181 Day

Inspection Location:
EFFICIENT AUTO BODY
10857 S W 91ST AVE
OCALA, FL 34481
Repair Facility
(352) 624-0037 Business

Insurance Company:

VEHICLE

2020 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.3L Flex Fuel

VIN:	1FM5K8AB8LGD18812	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

RECEIVED
APR 31 2025
FISCAL

REC'D
APR 2 4 2025
BY PURCHASING

Po #522702 #18744

Preliminary Estimate

Customer: MARION COUNTY, SHERIFF`S OFFICE VEH # 40466

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	#	Repl	R QUARTER VENT GRILLE		1	31.13	0.2	
2	#	Rpr	R QUARTER GUTTER				3.0	
3	#	Refn	R DRAIN TROUGH					0.6
4	**QUARTER PANEL**							
5	*	Rpr	RT Quarter pnl assy				4.0	2.6
6			Add for Clear Coat					1.0
7	#	Refn	R QUARTER INNER PANEL					0.5
8	#	R&I	R QUARTER WHEEL OPENING MLDG				0.4	
9	#	R&I	L QUARTER WHEEL OPENING MLDG					
10	#	R&I	LIFTGATE LOCK CYLINDER					
11	**LIFT GATE**							
12	*	Repl	Lift gate	LB5Z7840010A	1	920.28	6.7	2.6
13			Overlap Major Adj. Panel					-0.4
14			Add for Clear Coat					0.4
15			Add for trnsfr glass				1.0	
16	#	Repl	ADD W/LAMPS		1		0.3	
17	#	Refn	ADD FOR LIFTGATE INSIDE					1.3
18		R&I	R&I spoiler				0.4	
19	#	R&I	LIFTGATE MOULDING					
20	*	Repl	Emblem	LB5Z9942528A	1	46.82	0.1	
21		Repl	Nameplate "INTERCEPTOR"	LB5Z7842528A	1	25.00	0.1	
22	*	Repl	Nameplate "FLEX FUEL AWD"	LB5Z7842528C	1	26.03	0.0	
23	#	R&I	LWR LIFTGATE TRIM PANEL					
24	#	R&I	R LIFTGATE TRIM PANEL					
25	#	R&I	LT LIFTGATE TRIM PANEL					
26	#	R&I	UPR LIFTGATE TRIM PANEL					
27	#	Repl	LIFTGATE GLASS ADHESIVE		1	25.00		
28	**REAR LAMPS**							
29	*	Repl	RT REAR COMBINATION lamp assy	LB5Z13404F	1	658.00	0.0	
30	#	R&I	R LWR QUARTER TRIM PANEL				1.0	
31	**REAR BUMPER**							
32			O/H rear bumper				2.2	
33	*	Repl	Upper cover	LB5Z17810BCPTM	1	312.10	Incl.	3.0
34			Add for Clear Coat					1.2
35	#	R&I	L LWR QUARTER TRIM PANEL				1.0	
36	#	R&I	R REAR COMBINATION LAMP				0.2	
37	#	R&I	L REAR COMBINATION LAMP					
38	#	Repl	R REAR BUMPER BRACKER		1	35.00		
39		Repl	Lower cover	LB5Z17K835EE	1	334.08	Incl.	

RECD

APR 2 4 2025

BY PURCHASING

Po#522702 #78744

Preliminary Estimate

Customer: MARION COUNTY, SHERIFF`S OFFICE VEH # 40466

Job Number:

2020 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.3L Flex Fuel

40		Add for auto park			m	0.2
41	#	CLAIM # EV2025092815	1			
42	#	VEH # 40466	1			
		SUBTOTALS		**2,413.44**	**20.8**	**12.8**

ESTIMATE TOTALS

Category	Basis		Rate	Cost $
Parts				2,413.44
Body Labor	20.8 hrs	@	$ 55.00 /hr	1,144.00
Paint Labor	12.8 hrs	@	$ 55.00 /hr	704.00
Paint Supplies	12.8 hrs	@	$ 45.00 /hr	576.00
Subtotal				4,837.44
Grand Total				**4,837.44**

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.

RECEIVED
APR 24 2025
FISCAL

REC'D
APR 2 4 2025
BY PURCHASING

RECEIVED
7/10/25 BS

FLORIDA SHERIFFS RISK MANAGEMENT FUND

Established 1978 *Protecting Those Who Protect Us*

Memorandum

Date: **July 1, 2025**

To: **Stacy Hall, Marion County SO**

From: **Brandy Schaffer**

Re: **Windshield Claim-Unit # 53610**

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 #: **EV2025094072**

Check Amount: **$392.00**

Please see the attached check.

Justin Enchautegui #6300 Dept 2010
Event Date 6.6.25
Veh: 53610 2022 Ford Int. SUV

7929

Accurate Auto Glass LLC

175 Marion Oaks Pass
Ocala, FL 34473
Florida Registration # MV-65212

352-245-4200
Fax: 352-307-4396

INVOICE DATE 6-9-25

BILL TO
Name: Marion County Sheriff
Address:
City & State:
Zip Code:
Phone no.'s: (H)

SHIP TO
Name:
Address:
City & State:
Zip Code:
Phone no.'s: (H)

AGENT	POLICY #	P.O. / CLAIM #	AUTHORIZED BY AGENT
		520050	

VEHICLE INFORMATION

YEAR	MAKE	MODEL	VEHICLE I.D. #	TAG #	DATE OF LOSS
2020	Ford	Explorer			

Qty.	Inventory #	Description	List Price	Net Price	Amount
		Windshield Replace			429.00

LOCATION OF VEHICLE / COMMENTS

on 6-6-25 driving on Hwy 329 hit owl causing the windshield to crack
D 2010
W 95565
V 53610

I HAVE COMPARED THE GOODS RECEIVED TO THE DOCUMENT AND NOTE THE FOLLOWING TO BE ACCEPTABLE

DESCRIPTION Windshield

QUANTITY 1 CONDITION good

DATE 6-9-25 SIGNATURE [signature]

Labor	
Sealants / Kit	
Moldings	
Other	
Misc. Materials & Supplies	
SUB TOTAL	
Sales Tax	
Sub Total Before Deductible	
Less Customer Deductible	
TOTAL	

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
53610		

Please Pay to Accurate Auto Glass →

FULL SETTLEMENT OF ALL LOSS UNDER YOUR POLICY DESCRIBED ABOVE AND UPON SUCH PAYMENT BEING MADE, ALL CLAIM (AND DEMAND) FOR LOSS AND DAMAGE DESCRIBED ABOVE SHALL BE THEREBY FOREVER DISCHARGED. IF FOR REASONS NOW UNKNOWN, MY POLICY DOES NOT COVER THIS CLAIM, I AGREE TO PAY THE FIRM LISTED ABOVE FOR THE REPAIRS

CUSTOMER SIGNATURE (X) [signature] DATE INSTALLED 6-9-25

There will be a finance charge calculated at 1% per month on any outstanding balance carried from this invoice in excess of 30 days. In the event it becomes necessary for Accurate Auto Glass to institute any legal action for the collection of sums due under this invoice, then the purchaser agrees to pay all costs including all reasonable attorney fees incurred.

Marion County Sheriff's Office

Post Office Box 1987
Ocala, Florida 34478-1987

COPY

7/14/2025 **RECEIPT #** **55372**

CASH RECEIPT

Received From:	Payment Type	Reference #	Amount Received
FLORIDA SHERIFF'S RISK MANAGEMENT	Check	0140288	32,682.17

Description:

VEH DAMAGE REIMBURSEMENT - BARNES VEH # 54459 CASE # EV2025093592 / WEBER VEH # 36909 CASE # EV2025094187 / ROMAN-SOTO VEH # 54454 CASE # EV2025094088

115-0000-000 208000.000 DUE TO BOCC 32682.17

FL Sheriffs Risk Mgmt Fund

To: Marion County S.O.

RECEIVED 7-14-25 MB

MAR1000

Check Number: 0000140288

Date: 07/10/2025

141

Claimant/Memo	Claim Number	Invoice No./Ref	Loss/Service Dates	Payment Code	Paid Amount
Marion EV2025094187 - B. Schaffer Unit # 3690	APHD20250100368				2010 - $357.00
Marion EV2025094088 - B. Schaffer Unit # 5445	APHD20250100302				2012 - $31,525.00
Marion EV2025093592 - B. Schaffer Unit # 5445	APHD20250099706				2012 - $800.17

TOTALS: $32,682.17

WARNING - THIS CHECK IS PROTECTED BY SPECIAL SECURITY FEATURES

FL Sheriffs Risk Mgmt Fund
2750 Chancellorsville Drive
Tallahassee, FL 32312

BB&T
Tallahassee, FL 32317-2090

63-9138/2631

0000140288

DATE
07/10/2025

PAY **Thirty Two Thousand Six Hundred Eighty Two Dollars and 17 Cents**

AMOUNT
$32,682.17

VOID AFTER 90 DAY:

TO THE ORDER OF Marion County Sheriff's Office

P.O. Box 1987
Ocala, FL 34478

SECURITY FEATURES INCLUDE MICROPRINTING • VOID PANTOGRAPH • ENDORSEMENT BACKER • BROWNSTAIN CHEMICAL REACTANT

FLORIDA SHERIFFS RISK MANAGEMENT FUND

Established 1978 *Protecting Those Who Protect Us*

RECEIVED
7·14·25 SH

Memorandum

Date: **July 10, 2025**

To: **Stacy Hall, Marion County SO**

From: **Brandy Schaffer**

Re: **Marion County SO-54459**

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 #: **EV2025093592**

Check Amount: **$800.17**

Please see the attached check.

Trans# 2505120163
Cheyanne Barnes # 6531 Dept.# 2012
Veh: 54459 2023 Ford Int SUV
Event Date: 5·12·25

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

PURCHASE
REQUISITION NO. 80064

Requesting Office:
FLEET SERVICES

Requested By:
Jamie Nelson

Vendor:
RALPH DHANRAJ
DBA EFFICIENT AUTO BODY INC
10857 SW 91ST AVE
OCALA, FL 34481

Reason for Request:
REPAIRS TO VEH 54459 DEPT 2012 INV 932937
ACC TR #2505120163

Date of Requisition	Date Needed	Purchase Order #	Requisition Total
7/02/2025	7/02/2025		$3,300.17

Item #	Qty	U/M	Description	Unit Price	Amount
1	1.00	EACH	PARTS	1,503.770	1,503.77
2	23.00	EACH	BODY LABOR	54.000	1,242.00
3	5.60	EACH	PAINT LABOR	54.000	302.40
4	5.60	EACH	PAINT SUPPLIES	45.000	252.00
			Account Codes / **Distribution Amounts**	**Total Requested**	**$3,300.17**
			000-0000-000 000000.000 3300.17	Ded.	-2500.00
					$800.17

APPROVALS	

EFFICIENT AUTO BODY INC.
10857 SW 91 AVENUE
Ocala, FL 34481

Fax: # 352-624-0091

Invoice

Date	Invoice #
06-10-2025	932937

Bill To
Marion County Sheriff's Office 692 NW 30th Ave Ocala, FL 34475

Email	P.O. No.	Terms
Efficientabinc3@aol.com		

Quantity	Description	Rate	Amount
1	VIN # 1FM5K8AB3PGB66640		
2	VEH # 54459		
3	Parts		$1,503.77
4	Body Labor	$54.00	$1,242.00
5	Paint Labor	$54.00	$302.40
6	Paint Supplies	$45.00	$252.00

Accident Termination #
250512O163

I HAVE COMPARED THE GOODS RECEIVED
TO THE DOCUMENT AND NOTE THE
FOLLOWING TO BE ACCEPTABLE

DESCRIPTION Accident

QUANTITY 1 CONDITION Good
DATE 2-25 SIGNATURE

D 2012
W 95623
V 54459

Subtotal	$3,300.17
Sales Tax(7.0%)	
Total Cost Rep	$3,300.17
Deductible	
Net Cost of Rep	$3,300.17
BALANCE DUE	$3,300.17

EFFICIENT AUTO BODY

10857 S W 91ST AVE, OCALA, FL 34481
Phone: (352) 624-0037

Workfile ID: 46ba4f38
Federal ID: 205482966

Preliminary Estimate

Customer: MARION COUNTY, SHERIFF'S OFFICE VEH # 54459 **Job Number:**

Insured:	MARION COUNTY, SHERIFF'S OFFICE VEH # 54459	Policy #:	Claim #:
Type of Loss:		Date of Loss:	Days to Repair: 0
Point of Impact:			

Owner:
MARION COUNTY, SHERIFF'S OFFICE VEH # 54459
(352) 732-8181 Business

Inspection Location:
EFFICIENT AUTO BODY
10857 S W 91ST AVE
OCALA, FL 34481
Repair Facility
(352) 624-0037 Business

Insurance Company:

VEHICLE

2023 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.3L Flex Fuel Gasoline Direct Injection

VIN:	1FM5K8AB3PGB66640	Interior Color:	Mileage In:	Vehicle Out:
License:		Exterior Color:	Mileage Out:	
State:		Production Date:	Condition:	Job #:

TRANSMISSION
Automatic Transmission
4 Wheel Drive
POWER
Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Power Driver Seat
DECOR
Dual Mirrors
Privacy Glass
Overhead Console
CONVENIENCE
Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Message Center
Steering Wheel Touch Controls
Rear Window Wiper
Telescopic Wheel
Climate Control
Backup Camera
RADIO
AM Radio
FM Radio
Stereo
Search/Seek
Auxiliary Audio Connection
SAFETY
Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Traction Control
Stability Control
Front Side Impact Air Bags
Head/Curtain Air Bags
Hands Free Device
Xenon or L.E.D. Headlamps
SEATS
Cloth Seats
Bucket Seats
Reclining/Lounge Seats
WHEELS
Styled Steel Wheels
PAINT
Clear Coat Paint
OTHER
Rear Spoiler
California Emissions
TRUCK
Trailer Hitch
Trailering Package

Preliminary Estimate

Customer: MARION COUNTY, SHERIFF'S OFFICE VEH # 54459

Job Number:

2023 FORD Police Interceptor Utility Vehicle AWD (Fleet) 4D UTV 6-3.3L Flex Fuel Gasoline Direct Injection

Line		Oper	Description	Part Number	Qty	Extended Price $	Labor	Paint
1	**WINDSHIELD**							
2	*	Repl	Windshield FORD, w/INTERCEPTOR w/collision mitigation	LB5Z7803100L	1	505.07	3.5	
3	#	R&I	R COEL TOP GRILLE				0.3	
4	#	R&I	L COWL TOP GRILLE					
5	#	R&I	R UPR CTR PILLAR PANEL					
6	#	R&I	L UPR CTR PILLAR PANEL					
7	#	Rpr	ROOF PANEL				15.0	3.5
8	#		ROOF EDGE		1			0.5
9	#	Repl	R ROOF MOULDING RETAINER		1	40.47	0.2	
10	#	Repl	L ROOF MOULDING RETAINER		1	40.47	0.2	
11	#		ADDITIONAL COSTS & MATERIALS		1			
12	#		PAINT/MATERIALS		1	348.00		
13	#		HAZARDOUS WASTE DISPOSAL		1	3.00		
14	#		WELD THRU PRIMER		1	15.00		
15	#		CLEAR COAT		1			1.6
16	#		MASK FOR OVERSPRAY		1	5.00	0.2	
17	#		RESTORE CORROSION PROTECTION		1	10.00	0.2	
18	#		SEAM SEALER		1	35.00		
19	#		ADHESIVE REMOVAL		1		0.5	
20	#	Repl	GLASS URETHANE KIT		1	25.00		
21	#	R&I	REAR SEAT CAGE DIVIDER				2.5	
22	#	Repl	R ROOF MOULDING		1	238.38	0.2	
23	#	Repl	L ROOF MOULDING		1	238.38	0.2	
24	#		CLAIM # EV2025093592		1			
25	#		VEH # 54459		1			
				SUBTOTALS		**1,503.77**	**23.0**	**5.6**

ESTIMATE TOTALS

Category	Basis		Rate	Cost $
Parts				1,503.77
Body Labor	23.0 hrs	@	$ 54.00 /hr	1,242.00
Paint Labor	5.6 hrs	@	$ 54.00 /hr	302.40
Paint Supplies	5.6 hrs	@	$ 45.00 /hr	252.00
Subtotal				3,300.17
Grand Total				**3,300.17**

FLORIDA SHERIFFS RISK MANAGEMENT FUND

Established 1978 *Protecting Those Who Protect Us*℠

RECEIVED
7.14.25 SH

Memorandum

Date: **July 10, 2025**

To: **Stacy Hall, Marion County SO**

From: **Brandy Schaffer** BS

Re: **Windshield Claim-Unit # 36909**

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Our Event #: **EV2025094187**

Check Amount: **$357.00**

Please see the attached check.

Cody Weber #7248 Dept #2010
Veh: 36909 2018 Ford Int SUV
Event Date 6.26.25

7946

Accurate Auto Glass LLC

175 Marion Oaks Pass
Ocala, FL 34473
Florida Registration # MV-65212

352-245-4200
Fax: 352-307-4396

INVOICE DATE 7-1-25

BILL TO
Name: Marion County Sheriff
Address:
City & State:
Zip Code:
Phone no.'s: (H)

SERVICED
Name:
Address:
City & State:
Zip Code:
Phone no.'s: (H)

AGENT	POLICY #	P.O. / CLAIM #	AUTHORIZED BY AGENT
		520050	

VEHICLE INFORMATION

YEAR	MAKE	MODEL	VEHICLE I.D. #	TAG #	DATE OF LOSS
	Ford	Explorer			

Qty.	Inventory #	Description	List Price	Net Price	Amount
1		L. Windshield Replace			359.00

LOCATION OF VEHICLE / COMMENTS

On 6-26-25 Noticed crack in Windshield form 9ft Driving rough roads looks like originated from rock ship

ID 9010
V 95821
V 36909

I HAVE COMPARED THE GOODS RECEIVED TO THE DOCUMENT AND NOTE THE FOLLOWING TO BE ACCEPTABLE

DESCRIPTION Windshield

QUANTITY 1 CONDITION Good

DATE 7-1-25 SIGNATURE [signature] 5725

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
36909		

Labor	
Sealants / Kit	
Moldings	
Other	
Misc. Materials & Supplies	
SUB TOTAL	
Sales Tax	
Sub Total Before Deductible	
Less Customer Deductible	
TOTAL	359.00

Please Pay to **Accurate Auto Glass** →

FULL SETTLEMENT OF ALL LOSS UNDER YOUR POLICY DESCRIBED ABOVE AND UPON SUCH PAYMENT BEING MADE, ALL CLAIM (AND DEMAND) FOR LOSS AND DAMAGE DESCRIBED ABOVE SHALL BE THEREBY FOREVER DISCHARGED. IF FOR REASONS NOW UNKNOWN, MY POLICY DOES NOT COVER THIS CLAIM, I AGREE TO PAY THE FIRM LISTED ABOVE FOR THE REPAIRS

5725

CUSTOMER SIGNATURE (X) [signature] DATE INSTALLED 7-1-25

There will be a finance charge calculated at 1% per month on any outstanding balance carried from this invoice in excess of 30 days. In the event it becomes necessary for Accurate Auto Glass to institute any legal action for the collection of sums due under this invoice, then the purchaser agrees to pay all costs including all reasonable attorney fees incurred.

FLORIDA SHERIFFS RISK MANAGEMENT FUND

Established 1978 *Protecting Those Who Protect Us*

RECEIVED
7.14.25 SH

Memorandum

Date: **July 10, 2025**

To: **Stacy Hall, Marion County SO**

From: **Brandy Schaffer**

Re: **Marion County SO-Unit # 54454**

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 #: **EV2025094088**

Check Amount: **$31,525.00**

Please see the attached check.

TOTAL LOSS:

Please forward the executed title to our office and prepare the vehicle for salvage pick-up (remove all Sheriff's Office equipment and decals).

Thanks,

Trans # 2506160184
Alexis Roman-Soto #6782
Veh: 54454 2023 Ford Int. SUV
Event Date 6.16.25
Dept # 2012

J.D. POWER

7/2/2025

J.D. POWER Used Cars/Trucks

Appraisers of Central Florida

407-757-2376
aocf18@outlook.com

Vehicle Information

Vehicle:	**2023 Ford Explorer Utility 4D Police AWD 3.3L V6**
Region:	**Eastern**
Period:	**July 2, 2025**
VIN:	**1FM5K8AB7PGB71260**
Mileage:	**13,787**
Weight:	**0**



J.D. POWER Used Cars/Trucks Values

	Base	Mileage Adj.	Option Adj.	Adjusted Value
Clean Retail	$31,750	$2,275	N/A	**$34,025**

Ded. -2500.00

$31,525.00

J.D. Power Used CarGuide assumes no responsibility or liability for any errors or omissions or any revisions or additions made by anyone on this report. ©2021 J.D.Power

ACF
P.O. Box 622492, Orlando, FL 32862
Office: (407) 757-2376
aocf18@outlook.com

TOTAL LOSS

Estimate ID
23942252
Original

Claim Number
EV2025094088

Not An Authorization For repair
All supplement requests should be sent via email to AOCF18@outlook.com, including supporting documents. No Supplemental repairs are authorized without approval from the Insurance Company.

Owner
Marion County SO

Appraiser
Cannon Hamlin

Classification
Field

Florida Sheriffs Risk Management

Payer	Loss Type	Claim Number	Adjuster
Customer	Collision	EV2025094088	Brandy Schaffer (850) 320-6901 (Work) brandy.schaffer@fsrmf.org
Deductible	**Loss Date**	**Inspection Site**	**Inspection Date**
2500.00 - Not Waived	06/16/2025	Marion County SO 690 NW 30th Ave Ocala, FL 34475 (352) 369-6763 (Work)	7/2/2025

2023 Ford Police Interceptor Utility Fleet 4 Door Utility 3.3L 6 Cyl Gas Injected Base AWD

Exterior Color	License	VIN	Condition
YZ (Oxford White)	FL-ZTW57	1FM5K8AB7PGB71260	Good
Drivable	**Odometer**	**Production Date**	**Mitchell Service Code**
No	13787	08/2023	912181

Primary Point of Impact	Secondary Point(s) of Impact
Front (12)	Right Front Corner (1), Left Front Corner (11)

Options

Air Conditioning	All Wheel Drive	AM-FM Stereo	Anti-Lock Brake Sys. (ABS)	Auto Air Condition
Automatic Headlights	Auxiliary Input	Bluetooth Wireless Connectivity	Cloth Seat	Cruise Control
Driver Seat With Power Lumbar Support	Driver-Front Air Bag	Dual A/C	Electric Defogger	Electronic Stability Control
First Row Bucket Seat	Left-Curtain Air Bag	MP3 Player	Passenger-Front Air Bag	Power Door Locks
Power Driver Seat	Power Remote Mirror	Power Steering	Power Windows	Privacy Glass
Rear Bench Seat	Rear Gate Wiper	Rear Spoiler	Rearview Camera	Second Row Side Airbag With Head Protection

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Options

Side Airbags	Steering Wheel Mounted Audio Control	Tilt Steering Wheel	Tire Pressure Monitoring System	Traction Control/Electronic
Trailer Hitch	Trip Computer			

Marion County SO | 2023 Ford Police Interceptor Utility Fleet

Parts Profile
ACF Florida

Parts Profile Version
19.0

				LABOR		PART			
Line #		Description	Operation	Type	Total Units	Type	Number	Qty	Total Price	Tax
Front Bumper										
1	AUTO	Frt Bumper Cover Assy	Overhaul	Body	3.8	Existing				
2	201457	Frt Upr Bumper Cover	Remove / Replace	Body	INC	New	LB5Z 17D957 SCPTM	1	$579.49	Yes
3	AUTO	Frt Upr Bumper Cover	Refinish Only	Refinish	2.7 C					
4	201472	R Frt Bumper Side Cover	Remove / Replace	Body	INC#	New	LB5Z 15A246 AA	1	$90.75	Yes
5	201473	L Frt Bumper Side Cover	Remove / Replace	Body	INC#	New	LB5Z 15A245 AA	1	$80.17	Yes
6	201481	Frt Bumper License Plate Bracket	Remove / Replace	Body	INC	New	LB5Z 17A385 AA	1	$32.23	Yes
7	201487	Frt Lwr Bumper Cover	Remove / Replace	Body	INC#	New	LB5Z 17D957 AB	1	$291.65	Yes
8	202033	Frt Bumper Reinforcement Bar (Alum)	Remove / Replace	Body	INC#	New	R1MZ 17757 A	1	$626.22	Yes
Grille										
9	202257	Grille Assembly	Remove / Replace	Body	INC#	New	LB5Z 8200 FC	1	$616.67	Yes
10	201488	Grille Adhesive Emblem	Remove / Replace	Body	0.1	New	GJ5Z 8213 C	1	$50.77	Yes
Front Lamps										
11	200585	Headlamps	Check / Adjust	Body	0.4	Existing				
12	202279	R Frt Combination Lamp	Remove / Replace	Body	0.5#	New	MB5Z 13008 AZ	1	$1,666.67	Yes
13	202281	L Frt Combination Lamp	Remove / Replace	Body	0.5#	New	MB5Z 13008 BA	1	$1,666.67	Yes
Hood										
14	200357	Hood Panel (Alum)	Remove / Replace	Body	2.2	New	LB5Z 16612 A	1	$1,133.57	Yes
15	AUTO	Hood Outside	Refinish Only	Refinish	2.7 C					
16	AUTO	Add For Hood Underside	Refinish Only	Refinish	1.4 C					
17	200358	Hood Striker	Remove / Replace	Body	INC	New	LB5Z 16K689 A	1	$32.95	Yes
18	200362	R Hood Hinge	Remove / Replace	Body	0.3#	New	LB5Z 16796 A	1	$86.30	Yes
19	AUTO	R Hinge	Refinish Only	Refinish	0.5 C					
20	AUTO	Hood Assy	Remove / Install	Body	INC					
21	200363	L Hood Hinge	Remove / Replace	Body	0.3#	New	LB5Z 16797 A	1	$86.52	Yes

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			LABOR			PART				
Line #		Description	Operation	Type	Total Units	Type	Number	Qty	Total Price	Tax
22	AUTO	L Hinge	Refinish Only	Refinish	0.5 C					
23	200372	Hood Latch	Remove / Replace	Body	INC#	New	LB5Z 16700 B	1	$115.90	Yes
Cooling										
24	201148	Vacuum-Fill & Bleed Cooling System	Remove / Replace	Body	0.6					
25	202296	Cooling Radiator -M	Remove / Replace	Mechanical	0.4#	New	L1MZ 8005 P	1	$469.85	Yes
26	AUTO	Cooling Unit Assy -M	Remove / Install	Mechanical	1.5#					
27	202301	R Cooling Radiator Seal	Remove / Replace	Body	0.0	New	L1MZ 8348 J	1	$54.28	Yes
28	202302	L Cooling Radiator Seal	Remove / Replace	Body	0.0	New	L1MZ 8348 K	1	$54.05	Yes
29	202304	Cooling Fan Module	Remove / Replace	Body	1.4	New	P1MZ 8C607 A	1	$580.00	Yes
A/C / Heater / Ventilation										
30	201052	Evacuate & Recharge A/C - M	Remove / Replace	Mechanical	1.4					
31	201053	A/C Refrigerant Recovery - M	Remove / Replace	Mechanical	0.3					
32	202357	A/C Condenser Assy -M	Remove / Replace	Mechanical	0.8#	New	L1MZ 19712 B	1	$478.18	Yes
33	AUTO	Radiator Shutter Assy	Remove / Install	Body	INC#					
Front Fender										
34	200536	R Fender Panel	Remove / Replace	Body	2.0#	New	RB5Z 16005 B	1	$346.48	Yes
35	AUTO	R Fender Outside	Refinish Only	Refinish	1.6 C					
36	AUTO	R Add To Edge Fender	Refinish Only	Refinish	0.5 C					
37	AUTO	R Cowl Top Grille	Remove / Install	Body	0.7#					
38	200542	R Fender Liner	Remove / Replace	Body	INC	New	LB5Z 16102 D	1	$131.35	Yes
39	200543	L Fender Liner	Remove / Replace	Body	INC	New	LB5Z 16103 D	1	$127.13	Yes
40	202155	R Fender Wheel Opening Mldg	Remove / Replace	Body	INC#	New	LB5Z 16038 AC	1	$294.50	Yes
41	202156	L Fender Wheel Opening Mldg	Remove / Replace	Body	0.7#	New	LB5Z 16039 AC	1	$260.30	Yes
Front Inner Structure										
42	200556	Upr Frt Body Support (Mag)	Remove / Replace	Body	0.5#	New	L1MZ 16138 G	1	$1,012.17	Yes
43	200559	Frt Body Radiator Support (Com)	Remove / Replace	Body	3.2#	New	L1MZ 16138 K	1	$1,127.80	Yes
44	AUTO	Frt Bumper Cover	Remove / Install	Body	INC					
45	200562	Upr Frt Body Reinforcement	Remove / Replace	Body	INC#	New	LB5Z 8A284 A	1	$113.32	Yes
46	200563	Upr Frt Body Air Deflector	Remove / Replace	Body	INC#	New	LB5Z 8312 B	1	$190.47	Yes
47	200155	Lwr Frt Body Air Deflector	Remove / Replace	Body	INC#	New	LB5Z 8327 A	1	$98.02	Yes

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			LABOR			PART				
Line #		Description	Operation	Type	Total Units	Type	Number	Qty	Total Price	Tax
48	201783	L Upr Frt Body Apron (UHSS) -S	Remove / Replace	Body	6.5	New	L1MZ 16055 AD	1	$1,600.25	Yes
49	AUTO	L Upr Apron Panel	Refinish Only	Refinish	1.0					
Air Bag System										
50	201114	Disable & Enable Air Bag System -M	Remove / Replace	Mechanical	INC					
51	201115	Air Bag System Diagnosis - M	Remove / Replace	Mechanical	1.5#					
52	201116	Add To Initialize Occupant Detection ECU	Remove / Replace	Mechanical	0.4					
53	200254	Air Bag Module-Driver Front -M	Remove / Replace	Mechanical	INC	New	LB5Z 78043B13 AC	1	$412.38	Yes
54	200258	Air Bag Clockspring -M	Remove / Replace	Mechanical	1.0	New	GN1Z 14A664 D	1	$220.07	Yes
55	200267	Air Bag Driver Knee Module -M	Remove / Replace	Mechanical	0.7	New	LB5Z 78045J77 AA	1	$351.65	Yes
56	200272	R Frt Air Bag Sensor -M	Remove / Replace	Mechanical	0.5#	New	LT1Z 14B004 A	1	$0.00	Yes
57	AUTO	R Front Combination Lamp	Remove / Install	Body	INC#					
58	200273	L Frt Air Bag Sensor -M	Remove / Replace	Mechanical	0.3#	New	LT1Z 14B004 A	1	$0.00	Yes
59	AUTO	L Front Combination Lamp	Remove / Install	Body	INC#					
60	200274	Air Bag Restraint Control Module -M	Remove / Replace	Mechanical	0.5#	New	LB5Z 14B321 A	1	$408.77	Yes
61	200165	R Air Bag Side Curtain Module -M	Remove / Replace	Mechanical	0.8#	New	LB5Z 78042D94 C	1	$817.65	Yes
62	AUTO	Roof Headliner	Remove / Install	Body	5.4#					
63	200166	L Air Bag Side Curtain Module -M	Remove / Replace	Mechanical	0.8#	New	LB5Z 78042D95 C	1	$817.65	Yes
64	200172	Air Bag Module-Passenger Seat -M	Remove / Replace	Mechanical	0.9#	New	MB5Z 78611D10 C	1	$196.17	Yes
65	200174	Air Bag Module-Drivers Seat -M	Remove / Replace	Mechanical	0.9#	New	MB5Z 78611D11 C	1	$195.83	Yes
66	200177	R Frt Air Bag Side Impact Sensor -M	Remove / Replace	Mechanical	0.3#	New	ML3Z 14B345 A	1	$71.25	Yes
67	AUTO	R Frt Door Trim Panel	Remove / Install	Body	0.4					
68	200178	L Frt Air Bag Side Impact Sensor -M	Remove / Replace	Mechanical	0.3#	New	ML3Z 14B345 A	1	$71.25	Yes
69	AUTO	L Frt Door Trim Panel	Remove / Install	Body	0.4					
70	200179	R Rear Air Bag Side Impact Sensor -M	Remove / Replace	Mechanical	0.3#	New	LT1Z 14B004 A	1	$0.00	Yes
71	200180	L Rear Air Bag Side Impact Sensor -M	Remove / Replace	Mechanical	0.3#	New	LT1Z 14B004 A	1	$0.00	Yes
Front Seat										
72	202097	Pass Side Seat Back Cover	Remove / Replace	Body	1.0#	New	MB5Z 7864416 DA	1	$448.13	Yes
73	202098	Driver Side Seat Back Cover	Remove / Replace	Body	1.0#	New	MB5Z 7864417 DA	1	$448.13	Yes
Seat Belts										
74	201289	R Frt Seat Belt	Remove / Replace	Body	0.4#	New	LB5Z 78611B08 AA	1	$375.65	Yes

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			LABOR			PART				
Line #		Description	Operation	Type	Total Units	Type	Number	Qty	Total Price	Tax
75	201290	L Frt Seat Belt	Remove / Replace	Body	0.4#	New	LB5Z 78611B09 AA	1	$335.85	Yes
76	201292	R Frt Seat Belt Height Adjuster	Remove / Replace	Body	0.2#	New	LB5Z 78602B82 A	1	$38.70	Yes
77	201293	L Frt Seat Belt Height Adjuster	Remove / Replace	Body	0.2#	New	LB5Z 78602B82 A	1	$38.70	Yes
78	201296	R Frt Seat Belt Buckle	Remove / Replace	Body	0.3#	New	LB5Z 7861202 AA	1	$181.37	Yes
79	AUTO	R Frt Seat Assy	Remove / Install	Body	0.4					
80	201291	L Frt Seat Belt Buckle	Remove / Replace	Body	0.3#	New	KS7Z 5461203 CA	1	$131.68	Yes
81	AUTO	L Frt Seat Assy	Remove / Install	Body	0.4					
82	201297	R Rear Seat Belt -M	Remove / Replace	Mechanical	0.4#	New	LB5Z 78611B68 AA	1	$257.23	Yes
83	201298	L Rear Seat Belt -M	Remove / Replace	Mechanical	0.4#	New	LB5Z 78611B69 AA	1	$254.60	Yes
84	201301	Rear Ctr Seat Belt	Remove / Replace	Body	1.0#	New	LB5Z 78611B64 CA	1	$133.45	Yes
85	201311	R Rear Seat Belt Buckle	Remove / Replace	Body	0.3#	New	LB5Z 7860044 AA	1	$79.60	Yes
86	AUTO	R Rear Seat Assy	Remove / Install	Body	0.4					
87	201312	L Rear Seat Belt Buckle	Remove / Replace	Body	0.3#	New	LB5Z 7860044 AA	1	$79.60	Yes
88	201313	Rear Ctr Seat Belt Buckle	Remove / Replace	Body	0.2#	New	LB5Z 7860045 AA	1	$40.78	Yes
89	AUTO	L Rear Seat Assy	Remove / Install	Body	0.4					
Additional Costs & Materials										
90	AUTO	Paint/Materials	Additional Cost						$428.80	Yes
91	936012	Hazardous Waste Disposal	Additional Cost						$3.50*	
92	936016	Weld Thru Primer	Additional Cost						$15.00*	
93	936003	Coolant	Additional Cost						$22.00*	
94	936000	Freon & Oil	Additional Cost						$39.95*	
Additional Operations										
95	AUTO	Clear Coat	Additional Operation	Refinish	2.5				$0.00	
96	931127	Pre Repair Scan	Additional Operation	Mechanical	0.5*				$0.00	
97	931128	Post Repair Scan	Additional Operation	Mechanical	0.5*				$0.00	
98	933018	Mask For Overspray	Additional Operation	Refinish	0.2*				$10.00*	
99	933005	Restore Corrosion Protection	Additional Operation	Body	0.2*				$10.00*	
100	933006	Frame/Rack Set Up	Additional Operation	Frame	2.0*				$0.00	
101	933035	Unibody Pull	Additional Operation	Frame	2.0*				$0.00	
Body Components										

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Line #		Description	LABOR Operation	Type	Total Units	PART Type	Number	Qty	Total Price	Tax
102	931105	Four Wheel Alignment	Remove / Replace	Mechanical	0.0	New		1	$99.95*	
Special / Manual Entry										
103	900500	Seam Sealer	Remove / Replace	Body*	0.0*	Aftermarket New		1	$25.00*	
104	900501	Labor Inc Per P-Pages								
105	900500	Wrap Around Push Bar	Remove / Replace	Body*	5.0*	New	ORDER FROM DEALER	1	$650.00*	
106	900500	Modify Frt Bumper Cover for Push Bar	Additional Labor	Body*	2.0*	Existing		0		
107	900500	Modify Frt Bumper Lower Grille for Push Bar	Additional Labor	Body*	0.5*	Existing		0		
108	900500	Drill and Install Strobe Lamp	Additional Labor	Body*	0.5*	Existing		0		
109	900500	Add to Transfer Police Lamps	Additional Labor	Body*	0.5*	Existing		0		
110	900500	Police Decal 1st Panel	Remove / Replace	Body*	0.5*	Sublet		1	$35.00*	
111	900500	Police Decal Each Additional Panel	Remove / Replace	Body*	0.5*	Sublet		1	$35.00*	

* Judgment Item
T Included in Two Tone Calculation
Labor Note Applies
d Discontinued by Manufacturer
C Included in Clear Coat Calculation
A Included in Clear Coat and Two Tone Calculation
r CEG R&R Time Used for this Labor Operation
[ ] Verify the part number and price before ordering

Disclaimer: This estimate has been prepared based on the use of crash parts supplied by a source other than the manufacturer of your motor vehicle. The aftermarket crash parts used in the preparation of this estimate are warranted by the manufacturer or distributor of such parts, rather than the manufacturer of your vehicle.

Estimate Totals

Labor	Units	Rate	Sublet	Add'l Amount	Totals
Body Labor	46.8	$50.00		$10.00	$2,350.00
Refinish Labor	13.6	$50.00		$10.00	$690.00
Frame Labor	4.0	$50.00			$200.00
Mechanical Labor	15.7	$85.00			$1,334.50
Total Labor	80.1				$4,574.50
				Taxable	$4,574.50
				Tax 0.0000%	$0.00
				Non-Taxable	$0.00
				Pre-Tax Discount 0.00%	$0.00
				Labor Total	$4,574.50

Parts	Amount	
Taxable Parts	$20,500.82	$20,500.82
	Parts Adjustments	$0.00
	Tax 0.0000%	$0.00
	Non-Taxable	$844.95
	Pre-Tax Discount 0.00%	$0.00
	Parts Total	$21,345.77

Costs	Amount	
Paint Materials	$428.80	$428.80
Shop Materials	$0.00	$0.00

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Estimate Totals

Other Additional Costs	$80.45		$80.45
Paint Materials:		Taxable	$428.80
- Refinish Units: 13.4 units		Tax 0.0000%	$0.00
- Rate: $32.00		Non-Taxable	$80.45
- Rate Max: 99.9 units		Pre-Tax Discount 0.00%	$0.00
- Additional Rate: $0.00		Costs Total	$509.25
Gross Totals	Amount		
Gross Total	$26,429.52		$26,429.52
		Taxable	$25,504.12
		Tax	$0.00
		Non-Taxable	$925.40
		Pre-Tax Discount 0.00%	$0.00
		Gross Total	$26,429.52
Adjustments	Amount		
Deductible	-$2,500.00		-$2,500.00
Total Customer Responsibility			-$2,500.00
		Net Estimate Total	$23,929.52

**********Notice**********

This appraisal is subject to the complete review and approval by the assigning insurance company to assure accuracy, cost effectiveness, and that accepted industry repair standards are met. The insurance company listed has the right to accept or reject any part or all of this appraisal or make any changes they feel necessary.

"Failure to use the insurance proceeds in accordance with the securityagreement, if any, could be a violation of 812.014, Florida Statutes. If you have any questions, contact your lending institution." "Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree." "This paragraph shall not apply to reinsurance contracts, reinsurance

agreements, or reinsurance claims transactions.

Disclaimer: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

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Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-20024 **Agenda Date:** 8/5/2025 **Agenda No.:** 5.1.20.

SUBJECT:
MSTU for Law Enforcement - Sheriff Patrol CID Transfer - $56,113

INITIATOR:
Katrina Neumann, Budget/Finance Commander

DEPARTMENT:
Sheriff

DESCRIPTION/BACKGROUND:
The purpose of this request is to add funds to the MSTU budget from vehicles sold, insurance proceeds and Human Trafficking funding.

BUDGET/IMPACT:
Increase MSTU for Law Enforcement appropriation by $56,113.

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 25 - R -

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

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

WHEREAS, the following budget amendment is necessary and proper in the MSTU FOR LAW ENFORCEMENT:

Transferred From:

Account	Cost Center - Account Title	Amount
1110 - 120 - 364041	SHERIFF PATROL CID - TR SALE OF SURPLUS EQUIPMENT	$24,288
1110 - 120 - 364080	SHERIFF PATROL CID - TR INS PROCEEDS-AUTOMOTIVE	$21,825
1110 - 120 - 366090	SHERIFF PATROL CID - TR OTHER CONTRIB & DONATIONS	$10,000
		$56,113

Transferred To:

Account	Cost Center - Account Title	Amount
1110 - 120 - 510101	SHERIFF PATROL CID - TR PERSONNEL SERVICES - MCSD	$10,000
1110 - 120 - 560101	SHERIFF PATROL CID - TR CAPITAL OUTLAY - MCSD	$46,113
		$56,113

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 5th day of August, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Kathy Bryant, Chairman

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

BUDGET AMENDMENT NUMBER 2025 - 11 - 44

Rev. 07/26/2024

MARION COUNTY BOARD OF COUNTY COMMISSIONERS
BUDGET AMENDMENT REQUEST FORM

07/28/2025
Date

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

FROM: *Katrina Neumann, Budget / Finance Commander*

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

Requesting the following transfer of funds within the

1110	MSTU FOR LAW ENFORCEMENT
Fund Number	Fund Name

SOURCES OF FUNDS:

Cost Center	Account Number	Cost Center Name Account Name	AMOUNT
120	364041	SHERIFF PATROL CID - TR SALE OF SURPLUS EQUIPMENT	$ 24,288
120	364080	SHERIFF PATROL CID - TR INSURANCE PROCEEDS - AUTOMOTIVE	21,825
120	366090	SHERIFF PATROL CID - TR OTHER CONTRIB & DONATIONS	10,000
		TOTAL	$ 56,113

USES OF FUNDS:

Cost Center	Account Number	Cost Center Name Account Name	AMOUNT
120	510101	SHERIFF PATROL CID - TR PERSONNEL SERVICES - MCSD	$ 10,000
120	560101	SHERIFF PATROL CID - TR CAPITAL OUTLAY - MCSD	46,113
		TOTAL	$ 56,113

PURPOSE OF REQUEST:

The purpose of this request is to add funds to the MSTU budget from vehicles sold, insurance proceeds and Human Trafficking funding.

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 #35

Marion County Sheriff's Office

Post Office Box 1987
Ocala, Florida 34478-1987

COPY

7/23/2025 **RECEIPT # 55432**

CASH RECEIPT

Received From:	Payment Type	Reference #	Amount Received
WEEKS AUCTION CO LLC	Check	0080743	31,004.00

Description:

VEHICLES SOLD AT AUCTION 7/11/2025

001-0000-000 208000.000 DUE TO BOCC	3956.00
003-0000-000 208000.000 DUE TO BOCC	2760.00
115-0000-000 208000.000 DUE TO BOCC	24288.00

Vehicles/equipment sent to Weeks Auction on 07/11/2025

	DEPT #	DEPT	DEST/LET	PROPERTY	ID #	EMPLOYEE	YEAR	MAKE	MODEL	MILEAGE	VIN	COLOR	SELLING PRICE	COMMISSION	NET SALE
003 -	3010	INMATE CUSTODY		14756			2000	FORD	F350-FLATBED	147,007	1FDWF36L8YED12203	WHITE	$ 3,000.00	$ 240.00	$ 2,760.00
115 -	2012	JUVENILE/DARE		36946			2018	FORD	INTERCEPTOR SUV	100,105	1FM5K8AR3JGB91669	SILVER	$ 6,000.00	$ 480.00	$ 5,520.00
001 -	1041	TRAINING		40007			2019	FORD	INTERCEPTOR SUV	108,407	1FM5K8ARXKGB14301	BLACK	$ 4,300.00	$ 344.00	$ 3,956.00
115 -	2010	PATROL		36626			2018	FORD	INTERCEPTOR SUV	126,135	1FM5K8AR3JGB91672	BROWN	$ 6,000.00	$ 480.00	$ 5,520.00
115 -	2020	MAJOR CRIMES		40005			2019	FORD	INTERCEPTOR SUV	126,027	1FM5K8AR7KGB14305	SILVER	$ 3,000.00	$ 240.00	$ 2,760.00
	2010	PATROL		36625			2018	FORD	INTERCEPTOR SUV	104,142	1FM5K8AR9JGB91675	BLUE	$ 5,600.00	$ 448.00	$ 5,152.00
	2010	PATROL		33609			2017	FORD	INTERCEPTOR SUV	137,270	1FM5K8AR5HGD06086	BLACK	$ 3,300.00	$ 264.00	$ 3,036.00
	2010	CITIZEN PATROL		27177			2013	FORD	INTERCEPTOR	170,231	1FAHP2MT4DG105853	WHITE	NS	$ -	$ -
	2010	CITIZEN PATROL		28775			2013	FORD	INTERCEPTOR	174,568	1FAHP2M85DG130417	WHITE	NS	$ -	$ -
115	2010	PATROL		30010			2015	FORD	INTERCEPTOR SUV	206,465	1FM5K8AR2FGA09693	WHITE	$ 2,500.00	$ 200.00	$ 2,300.00
													$ 33,700.00	$ 2,696.00	$ 31,004.00

RECEIVED
JUL 23 2025
BY FISCAL

SHERIFF - Marion County
SURPLUS PROPERTY DISPOSAL FORM

DESCRIPTION OF PROPERTY	SERIAL #	MCSO #
2000 FORD F350 FLATBED	1FDWF36L8YED12203	14756
2018 FORD INTERCEPTOR SUV	1FM5K8AR3JGB91669	36946
2019 FORD INTERCEPTOR SUV	1FM5K8ARXKGB14301	40007
2018 FORD INTERCEPTOR SUV	1FM5K8AR3JGB91672	36626
2019 FORD INTERCEPTOR SUV	1FM5K8AR7KGB14305	40005
2018 FORD INTERCEPTOR SUV	1FM5K8AR9JGB91675	36625
2017 FORD INTERCEPTOR SUV	1FM5K8AR5HGD06086	36609
2015 FORD INTERCEPTOR SUV	1FM5K8AR2FGA09693	30010

REASON WHY PROPERTY IS SURPLUS: SOLD AT WEEK'S AUCTION 7/11/2025

IS THIS PROPERTY OF ANY VALUE? ☒ Yes ☐ No IF YES, STATE VALUE: $31,004.00

SIGNED: Jamie Nelson # 6982 DATE 7/21/2025

DIVISION: FLEET

SUPERVISOR'S SIGNATURE: [signature] 5311 DATE 7/21/2025

THIS AREA FOR THE PURCHASING DIVISIONS USE ONLY

THE ABOVE PROPERTY WAS RELEASED TO: _____

--- OR ---

THE ABOVE PROPERTY WAS DESTROYED BY: _____

SIGNED: _____ DATE _____

SUPERVISOR'S SIGNATURE: _____ DATE _____

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER AND ORIGINAL DOCUMENT SECURITY SCREEN ON BACK WITH PADLOCK SECURITY ICON.

80743

WEEKS AUCTION CO., LLC
4851 W HWY 40
OCALA, FL 34482

TRUIST

63-215/631

SECURE DOCUMENT SQUARE IMAGES FADE WHEN HEAT IS APPLIED

PAY
TO THE
ORDER OF

07/17/2025 80743 $ **31004.00

DOLLARS

THIRTY-ONE THOUSAND FOUR & NO/100

MARION COUNTY SHERIFFS DEPT
ATTN FLEET MANAGEMENT
PO BOX 1987
OCALA FL 34470

MEMO

AUTHORIZED SIGNATURE

MP

WEEKS AUCTION CO., LLC

80743

15947 MARION COUNTY SHERIFFS DEPT

07/17/2025	085739	31004.00	.00	31004.00

RECEIVED
JUL 2 3 2025
BY FISCAL

07/17/2025	80743	31004.00	.00	31004.00

CONSIGNEE / SETTLEMENT SHEET

MEGAS AUCTION SERVICE, LLC.
4051 WEST HWY 40
OCALA, FLORIDA 34482

PHONE: (352) 351-4951

CONSIGNEE MARION COUNTY SHERIFFS DEPT
15917 ATTN FLEET MANAGEMENT
PO BOX 1987
OCALA FL 34470

SETTLEMENT NO: 055789
DATE: 7/17/2025
PAGE NO: 1

RECEIVED
JUL 23 2025
BY FISCAL

TAG NO.	DESCRIPTION	COMMISSION	PRICE
MAC-26520-000	FORD TAURUS INTERCEPTOR 1FAHP2MB5DG130417 2013 OD 174671 WHITE (R)		MS
MAC-26521-000	FORD TAURUS INTERCEPTOR 1FAHP2MT4DG105853 2013 OD 170234 WHITE (R)		MS
MAC-26522-000	FORD EXPLORER INTERCEPTOR 1FM5K8AR4KGB14306 2019 OD 126030 SILVER (R)	240.00	3,000.00
MAC-26523-000	FORD EXPLORER INTERCEPTOR 1FM5K8AR5HGD08006 2017 OD 137272 BLACK (R)	264.00	3,300.00
MAC-26524-000	FORD EXPLORER INTERCEPTOR 1FM5K8ARXKGB14301 2019 OD 108410 BLACK (R)	341.00	4,300.00
MAC-26525-000	FORD EXPLORER INTERCEPTOR 1FM5K8AR9JGB91675 2018 OD 104145 BLUE (R)	448.00	5,600.00
MAC-26526-000	FORD EXPLORER INTERCEPTOR 1FM5K8AR3JGB91660 2018 OD 100108 SILVER (R)	480.00	6,000.00
MAC-26527-000	FORD EXPLORER INTERCEPTOR 1FM5K8AR3JGB91672 2018 OD 126138 BROWN (R)	480.00	6,000.00
MAC-26528-000	FORD F250 SUPERDUTY (R) 1FD8F3G68A7C12203 2010 OD 147010 WHITE	240.00	3,000.00
MAC-26503-000	FORD EXPLORER (R: 1FM5K8AR2FGA09605 2015 OD 206471 WHITE	200.00	2,500.00

SUB TOTAL	33,700.00
LESS COMMISSION	2,306.00
LESS OTHER EXPN	.00
APPLIED TO PURCH	.00
TOTAL	31,394.00

Marion County Sheriff's Office

Post Office Box 1987
Ocala, Florida 34478-1987

COPY

7/25/2025 **RECEIPT #** **55462**

CASH RECEIPT

Received From:	Payment Type	Reference #	Amount Received
FLORIDA SHERIFFS ASSOCIATION	Check	0051481	10,000.00

Description:

HUMAN TRAFFICKING FUNDING

115-0000-000 208000.000 DUE TO BOCC 10000.00

Marion County Sheriff's Office **7/18/2025** **0051481**

Invoice #	Description	Invoice Reference	Amount
2025-07-10	Human Trafficking Gift Fund		10000.00

RECEIVED

JUL 24 2025

BY FISCAL

FLORIDA SHERIFFS ASSOCIATION
2617 MAHAN DRIVE
TALLAHASSEE, FL 32308

CAPITAL CITY BANK
1801 APALACHEE PARKWAY
TALLAHASSEE, FLORIDA 32301

CHECK NUMBER
0051481

DEPOSITED

JUL 25 2025

BY FISCAL

DATE	AMOUNT
7/18/2025	10,000.00

PAY ***Ten Thousand and 00/100 Dollars***

TO THE ORDER OF **Marion County Sheriff's Office**

ATTN: Finance Dept.
P.O. Box 1987
Ocala, FL 34478-1987

FLORIDA SHERIFFS ASSOCIATION
TWO SIGNATURES REQUIRED IF OVER $2,500.00

Sarah Clark

Matt Dawson

AUTHORIZED SIGNATURE

Security Features Included Details on Back

MARION COUNTY SHERIFF'S OFFICE

July 10, 2025

Mr. David Brand
Law Enforcement Coordinator
Florida Sheriff's Association
2617 Mahan Drive
Tallahassee, Florida 32308

Re: REQUEST FOR FUNDING

Dear Mr. Brand,

My Office will be conducting a week-long Child Exploitation Operation with investigators from various agencies throughout North and Central Florida. Our investigative and arrest teams will be working six twelve-hour days within Marion County from July 21- July 26, 2025.

I am requesting any assistance with provisions that you can provide for this operation. In addition, I am also requesting $10,000.00 in funding for manpower to aid in facilitating this operation.

Should you have any questions concerning my request, please contact Lieutenant Chrisean Bollers with the Criminal Investigations Division at (352) 368-8733.

Thank you for your consideration in this matter and for supporting the Office of the Sheriff.

Sincerely,

Sheriff Billy Woods

Billy Woods, Sheriff

P.O. Box 1987 • Ocala, FL 34478-1987 • Main Office: (352) 732-8181 • Civil: (352) 402-6025 • Emergency Management: (352) 369-8100 • Jail: (352) 351-8077

Neumann, Katrina

From: Dodd, Nichole
Sent: Thursday, July 24, 2025 4:33 PM
To: Neumann, Katrina
Subject: FW: We have received your response for Florida Sheriffs Human Trafficking Committee Application for Funding

Nichole Dodd, MBA
Executive Director of Administration
Office of the Sheriff
Marion County
Ph:352-369-6789
Fax:352-620-7209

From: Dodd, Nichole **On Behalf Of** Woods, William
Sent: Monday, June 2, 2025 2:29 PM
To: Bollers, Chrisean <cbollers@marionso.com>; McQuaig, Claude <cmcquaig@marionso.com>
Subject: FW: We have received your response for Florida Sheriffs Human Trafficking Committee Application for Funding

FYI, for your records.

Nichole Dodd, MBA
Executive Director of Administration
Office of the Sheriff
Marion County
Ph:352-369-6789
Fax:352-620-7209

From: Jotform <noreply@jotform.com>
Sent: Monday, June 2, 2025 2:26 PM

To: Woods, William <Sheriff.Woods@marionso.com>
Subject: We have received your response for Florida Sheriffs Human Trafficking Committee Application for Funding

CAUTION: This Message Is From an External Sender.
This email originated from outside of the Sheriff's Office. Do not click links, open attachments, or share any information unless you recognize the sender and know the content is safe.
Report any suspicious emails to the IT department.

Florida Sheriffs Human Trafficking Committee Application for Funding

Name of Sheriff's Office:	Office of the Sheriff, Marion County
Phone Number	(352) 369-6789
Contact Name	Sheriff Billy Woods
E-mail	wwoods@marionso.com
Purpose & Goal:	This operation aims to tackle human trafficking through a comprehensive approach focusing on prevention, protection, and prosecution. This will be a victim-centered approach to recovering victims, providing them services, arresting their traffickers, and dismantling human trafficking networks within our county. Our operation will be a collaborative effort with the State Attorney's Office, the Florida Department of Law Enforcement, and HSI. Our Criminal Investigations Division is currently in the final stages of planning this operation, during which we hope to lure numerous individuals who wish to seek sexual acts against our children, some of which may arise to human trafficking. This operation will take place the week of July 21-26, 2025. The goal will be to recover as many victims and suspects as possible during this period. Many times, during these operations, individuals travel to a predetermined location with the intent to have a sexual encounter with a child. In some cases, additional intelligence can lead to the identity of a live victim and at times, can lead to arrests related to human trafficking. The operation will be conducted from within the Marion County Sheriff's Office and will consist of undercover chatters, intelligence, analytic staff, victims advocate, support staff, surveillance units, takedown deployments, investigators, federal agents, state and federal attorneys, and a mock children's bedroom. The chatters of the operation will solicit these suspects to multiple predetermined locations. This operation requires multiple facets of personnel and will be extremely expensive for our budget. As with any Sheriff's Office, the agency's budget is fixed and predetermined at the

	beginning of the fiscal year. Currently, we are asking for $10,000.00 to assist us in the success of this undercover operation. Being involved in numerous other operations, I can predict this money would only allow a portion of the overall funding needs of the operation. However, with your support, we can be more equipped to make this operation successful and provide continuing support for identified victims. In closing, thank you for your consideration for funding directed toward our operation and the continued support you show to agencies wanting to better improve the safety of their communities and the people who reside therein. Please do not hesitate to reach out directly if any details can be discussed in depth.
Date to Begin and End Operation:	July 21-26, 2025
Amount requested:	10000
Expected Outcomes: Results and expenditures will be reported back to the committee at the end of the operation.	In the past, the Office of the Sheriff in Marion County has conducted successful operations luring individuals online attempting to have sex with children. As a result of these operations live victims may be identified during the investigative process of these events. Comprehensive operational details such as identified victims, arrests made, and charges obtained will be collected and provided to the FSA via an after-action report to show the success of the operation. With your help, this operation has the potential to create awareness to the public of the ongoing commitment of the Office of the Sheriff and all its law enforcement partners.
Sheriff's Signature	

Now create your own Jotform - It's free

Create your own Jotform

Marion County Sheriff's Office

Post Office Box 1987
Ocala, Florida 34478-1987

COPY

7/18/2025 **RECEIPT # 55411**

CASH RECEIPT

Received From:	Payment Type	Reference #	Amount Received
FLORIDA SHERIFF'S RISK MANAGEMENT	Check	0140361	21,825.00

Description:

VEH DAMAGE REIMBURSEMENT HARDY VEH # 36888 CASE # EV2025094156 & GUILLARD VEH # 40463 CASE # 2025094179

115-0000-000 208000.000 DUE TO BOCC 21825.00

FL Sheriffs Risk Mgmt Fund
To: Marion County S.O.

RECEIVED 7/18/25 LD

MAR1000

Check Number: 0000140361
Date: 07/15/2025

Claimant/Memo	Claim Number	Invoice No./Ref	Loss/Service Dates	Payment Code	Paid Amount
Marion EV2025094179 - B. Schaffer Unit # 40463	APHD20250100404				2012-$16,050.00
Marion EV2025094156 - B. Schaffer Unit # 3688	APHD20250100392				2010-$5,775.00

TOTALS: $21,825.00

WARNING - THIS CHECK IS PROTECTED BY SPECIAL SECURITY FEATURES

FL Sheriffs Risk Mgmt Fund
2750 Chancellorsville Drive
Tallahassee, FL 32312

BB&T
Tallahassee, FL 32317-2090

63-9138/2631

0000140361

DATE
07/15/2025

PAY **Twenty One Thousand Eight Hundred Twenty Five Dollars and 00 Cents**

AMOUNT
$21,825.00

VOID AFTER 90 DAY:

TO THE
ORDER OF Marion County Sheriff's Office

P.O. Box 1987
Ocala, FL 34478

SECURITY FEATURES INCLUDE MICROPRINTING • VOID PANTOGRAPH • ENDORSEMENT BACKER • BROWNSTAIN CHEMICAL REACTANT

FLORIDA SHERIFFS RISK MANAGEMENT FUND
Established 1978
Protecting Those Who Protect Us℠

RECEIVED
7/18/25

Memorandum

Date: **July 15, 2025**

To: **Stacy Hall, Marion County SO**

From: **Brandy Schaffer**

Re: **Marion County SO-Unit # 36888**

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 #: **EV2025094156**

Check Amount: **$5,775.00**

Please see the attached check.

TOTAL LOSS:

Please forward the executed title to our office and prepare the vehicle for salvage pick-up (remove all Sheriff's Office equipment and decals).

Thanks,

Trans# 2506220556
Dennis Hardy #7277 Dept # 2010
Veh: 36888 2018 Ford Int. SUV
Event Date 6.22.25

J.D. POWER

7/9/2025

J.D. POWER Used Cars/Trucks

Appraisers of Central Florida

407-757-2376
aocf18@outlook.com

Vehicle Information



Vehicle:	**2018 Ford Explorer Utility 4D Police AWD 3.7L V6**
Region:	**Eastern**
Period:	**July 9, 2025**
VIN:	**1FM5K8AR7JGB46265**
Mileage:	**140,578**
Weight:	**0**

J.D. POWER Used Cars/Trucks Values

	Base	Mileage Adj.	Option Adj.	Adjusted Value
Clean Retail	$11,750	-$3,550	$75	**$8,275**

Selected Options

	Trade-In/Loan	Retail
Rear Parking Sensors	$75	$75

$8,275.00
Ded; $2500.00
$5775.00

J.D. Power Used CarGuide assumes no responsibility or liability for any errors or omissions or any revisions or additions made by anyone on this report. ©2021 J.D.Power

ACF
P.O. Box 622492, Orlando, FL 32862
Office: (407) 757-2376
aocf18@outlook.com

TOTAL LOSS

Estimate ID
24008091
Original

Claim Number
EV2025094156

Not An Authorization For repair
All supplement requests should be sent via email to AOCF18@outlook.com, including supporting documents.
No Supplemental repairs are authorized without approval from the Insurance Company.

Owner
Marion County SO
690 NW 30th Ave.
Ocala, FL 34475
(352) 369-6763 (Work)

Appraiser
ACF ..

Classification
Field

Florida Sheriffs Risk Management

Payer	Loss Type	Claim Number	Adjuster
Customer	Collision	EV2025094156	Brandy Schaffer (850) 320-6901 (Work) brandy.schaffer@fsrmf.org
Deductible	**Loss Date**	**Inspection Site**	**Inspection Date**
2500.00 - Not Waived	06/22/2025	Marion County SO 690 NW 30th Ave Ocala, FL 34475 (352) 369-6763 (Work)	7/9/2025

2018 Ford Explorer Police Interceptor Fleet 4 Door Utility 3.7L 6 Cyl Gas Injected Base AWD

Exterior Color	License	VIN	Condition
YZ (Oxford White)	FL-ZVE95	1FM5K8AR7JGB46265	Good
Drivable	**Odometer**	**Mitchell Service Code**	
No	140578	911800	

Primary Point of Impact
Left Front Corner (11)

Options

4WD or AWD	Air Conditioning	All Wheel Drive	AM-FM Stereo	Anti-Lock Brake Sys. (ABS)
CD Player	Cloth Seat	Cruise Control	Driver Seat With Power Lumbar Support	Driver-Front Air Bag
Electric Defogger	Electronic Stability Control	First Row Bucket Seat	Left-Curtain Air Bag	MP3 Player
Passenger-Front Air Bag	Power Door Locks	Power Driver Seat	Power Remote Mirror	Power Steering
Power Windows	Power-Adjustable Pedals	Privacy Glass	Rear Bench Seat	Rear Gate Wiper
Rear Spoiler	Rearview Camera	Second Row Side Airbag With Head Protection	Side Airbags	Steering Wheel Mounted Audio Control

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Options

Tilt Steering Wheel	Tire Pressure Monitoring System	Traction Control/Electronic	Trip Computer

Marion County SO | 2018 Ford Explorer Police Interceptor Fleet

Parts Profile
ACF Florida

Parts Profile Version
19.0

				LABOR		PART				
Line #		Description	Operation	Type	Total Units	Type	Number	Qty	Total Price	Tax
Front Bumper										
1	AUTO	Frt Bumper Cover Assy	Overhaul	Body	3.8#	Existing				
2	100731	Frt Bumper Cover	Remove / Replace	Body	INC#	Aftermarket Certified	FO1000723C	1	$775.00	Yes
3	AUTO	Frt Bumper Cover	Refinish Only	Refinish	2.8 C					
4	100736	L Frt Bumper Reinforcement	Remove / Replace	Body	INC#	New	FB5Z 17E814 B	1	$14.20	Yes
5	101887	L Frt Bumper Grille	Remove / Replace	Body	INC#	New	FB5Z 17B968 CA	1	$153.40	Yes
6	100710	Frt Bumper Valance Panel	Remove / Replace	Body	INC#	Aftermarket Certified	FO1095261C	1	$291.00	Yes
7	100713	L Frt Bumper Moulding	Remove / Replace	Body	INC#	New	FB5Z 17626 DA	1	$107.93	Yes
Front Lamps										
8	101502	Headlamps	Check / Adjust	Body	0.4	Existing				
9	102075	L Frt Combination Lamp	Remove / Replace	Body	1.1#	New	JB5Z 13008 M	1	$1,666.67	Yes
10	AUTO	Frt Bumper Cover	Remove / Install	Body	INC					
Hood										
11	100807	Hood Panel (Alum)	Repair	Aluminum Repair*	4.0*	Existing				
12	AUTO	Hood Outside	Refinish Only	Refinish	2.7 C	Existing				
Front Fender										
13	100078	L Fender Panel	Repair	Body	4.0*#	Existing				
14	AUTO	L Fender Outside	Refinish Only	Refinish	1.6 C	Existing				
15	101670	L Fender Liner	Remove / Install	Body	0.4r	Existing				
16	100089	L Fender Wheel Opening Mldg	Remove / Install	Body	INC#	Existing				
17	100096	L Fender Wheel Opening Mldg	Remove / Replace	Body	0.4#	New	FB5Z 16039 AB	1	$64.00	Yes
Front Suspension										
18	101015	L Frt Susp Hub Assy -M	Remove / Replace	Mechanical	INC#	New	BB5Z 1104 A	1	$344.95	Yes
19	100928	L Frt Susp Steering Knuckle -M	Remove / Replace	Mechanical	1.7#	New	BB5Z 3K186 A	1	$224.00	Yes
20	101752	L Lwr Frt Susp Control Arm Assy -M	Remove / Replace	Mechanical	INC#	New	GB5Z 3079 H	1	$370.91	Yes
21	100999	L Frt Susp Strut Assy -M	Remove / Replace	Mechanical	0.6#	New	FB5Z 18124 E	1	$207.27	Yes

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			LABOR			PART				
Line #		Description	Operation	Type	Total Units	Type	Number	Qty	Total Price	Tax
Front Door										
22	101032	L Frt Door Outside	Blend	Refinish	1.0 C	Existing				
23	100181	L Frt Otr Door Belt Moulding	Remove / Install	Body	0.3	Existing				
24	100183	L Frt Rear View Mirror	Remove / Install	Body	0.3	Existing				
25	100185	L Frt Door Moulding	Remove / Install	Body	0.4	Existing				
26	100216	L Frt Door Trim Panel	Remove / Install	Body	0.4	Existing				
27	100231	L Frt Otr Door Handle	Remove / Install	Body	0.3	Existing				
Additional Costs & Materials										
28	AUTO	Paint/Materials	Additional Cost						$329.60	Yes
29	936012	Hazardous Waste Disposal	Additional Cost						$3.50*	
Additional Operations										
30	AUTO	Clear Coat	Additional Operation	Refinish	2.2				$0.00	
31	931128	Post Repair Scan	Additional Operation	Mechanical	0.5*				$0.00	
32	931127	Pre Repair Scan	Additional Operation	Mechanical	0.5*				$0.00	
33	933018	Mask For Overspray	Additional Operation	Refinish	0.2*				$10.00*	
34	933005	Restore Corrosion Protection	Additional Operation	Body	0.2*				$10.00*	
Body Components										
35	931105	Four Wheel Alignment	Remove / Replace	Mechanical	0.0	New		1	$99.95*	
36	931125	Mount & Balance Tire	Remove / Replace	Body	0.0	New		1	$15.00*	
Special / Manual Entry										
37	900500	Push Bar	Remove / Replace	Body*	4.0*	New	ORDER FROM DEALER	1	$955.00*	
38	900500	Modify Frt Bumper Cover for Push Bar	Additional Labor	Body*	2.0*	Existing		0		
39	900500	Modify Frt Bumper Lower Grille for Push Bar	Additional Labor	Body*	0.5*	Existing		0		
40	900500	Strobe Lamp	Remove / Install	Body*	0.5*	Existing		0		
41	900500	Police Decal 1st Panel	Remove / Replace	Body*	0.5*	Sublet		1	$35.00*	

* Judgment Item
C Included in Clear Coat Calculation
T Included in Two Tone Calculation
A Included in Clear Coat and Two Tone Calculation
Labor Note Applies
r CEG R&R Time Used for this Labor Operation
d Discontinued by Manufacturer
[ ] Verify the part number and price before ordering

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Parts Vendors

KEYSTONE-INS QUALITY PRT
1010 GRAND ST.
ORLANDO FL 32805
(800) 962-2036 (Work)
(407) 425-7531 (Work)

Line	Part #	Total Price
2	FO1000723C	$775.00
6	FO1095261C	$291.00

Disclaimer: This estimate has been prepared based on the use of crash parts supplied by a source other than the manufacturer of your motor vehicle. The aftermarket crash parts used in the preparation of this estimate are warranted by the manufacturer or distributor of such parts, rather than the manufacturer of your vehicle.

Estimate Totals

Labor	Units	Rate	Sublet	Add'l Amount		Totals
Body Labor	19.5	$50.00		$10.00		$985.00
Refinish Labor	10.5	$50.00		$10.00		$535.00
Mechanical Labor	3.3	$85.00				$280.50
Aluminum Repair	4.0	$95.00				$380.00
Total Labor	37.3					$2,180.50
					Taxable	$2,180.50
					Tax 0.0000%	$0.00
					Non-Taxable	$0.00
					Pre-Tax Discount 0.00%	$0.00
					Labor Total	$2,180.50

Parts	Amount		
Taxable Parts	$4,219.33		$4,219.33
		Parts Adjustments	$0.00
		Tax 0.0000%	$0.00
		Non-Taxable	$1,104.95
		Pre-Tax Discount 0.00%	$0.00
		Parts Total	$5,324.28

Costs	Amount		
Paint Materials	$329.60		$329.60
Shop Materials	$0.00		$0.00
Other Additional Costs	$3.50		$3.50
		Taxable	$329.60
		Tax 0.0000%	$0.00
		Non-Taxable	$3.50
		Pre-Tax Discount 0.00%	$0.00
		Costs Total	$333.10

Paint Materials:
- Refinish Units: 10.3 units
- Rate: $32.00
- Rate Max: 99.9 units
- Additional Rate: $0.00

Gross Totals	Amount
Gross Total	$7,837.88

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Estimate Totals

Taxable	$6,729.43
Tax	$0.00
Non-Taxable	$1,108.45
Pre-Tax Discount 0.00%	$0.00
Gross Total	$7,837.88

Adjustments	Amount	
Deductible	-$2,500.00	-$2,500.00
Total Customer Responsibility		-$2,500.00

Net Estimate Total $5,337.88

**********Notice**********

This appraisal is subject to the complete review and approval by the assigning insurance company to assure accuracy, cost effectiveness, and that accepted industry repair standards are met. The insurance company listed has the right to accept or reject any part or all of this appraisal or make any changes they feel necessary.

"Failure to use the insurance proceeds in accordance with the securityagreement, if any, could be a violation of 812.014, Florida Statutes. If you have any questions, contact your lending institution." "Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree." "This paragraph shall not apply to reinsurance contracts, reinsurance agreements, or reinsurance claims transactions.

Disclaimer: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

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FLORIDA SHERIFFS RISK MANAGEMENT FUND

Established 1978 — Protecting Those Who Protect Us℠

RECEIVED 7/18/25 SD

Memorandum

Date: **July 15, 2025**

To: **Stacy Hall, Marion County SO**

From: **Brandy Schaffer**

Re: **Marion County SO-Unit # 40463**

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 #: **EV2025094179**

Check Amount: **$16,050.00**

Please see the attached check.

TOTAL LOSS:

Please forward the executed title to our office and prepare the vehicle for salvage pick-up (remove all Sheriff's Office equipment and decals).

Thanks,

Trans# 2506230015
Alexander Guillard #6671 Dept # 2012
Veh: 40463 2020 Ford Int. SUV
Event Date: 6.23.25

2750 Chancellorsville Drive • Tallahassee, Florida 32317
Office: 850-320-6880 • Fax: 850-320-6939 • Toll-Free: 866-345-3688 • www.FSRMF.org

J.D. POWER

7/9/2025

J.D. POWER Used Cars/Trucks

Appraisers of Central Florida

407-757-2376
aocf18@outlook.com

Vehicle Information



Vehicle:	**2020 Ford Explorer Utility 4D Police AWD 3.3L V6**
Region:	**Eastern**
Period:	**July 9, 2025**
VIN:	**1FM5K8AB0LGD18805**
Mileage:	**90,138**
Weight:	**0**

J.D. POWER Used Cars/Trucks Values

	Base	Mileage Adj.	Option Adj.	Adjusted Value
Clean Retail	$20,000	-$1,525	$75	**$18,550**
			Ded	- 2500

Selected Options

	Trade-In/Loan	Retail
Rear Parking Sensors	$75	$75

$16,050.00

J.D. Power Used CarGuide assumes no responsibility or liability for any errors or omissions or any revisions or additions made by anyone on this report. ©2021 J.D Power

ACF
P.O. Box 622492, Orlando, FL 32862
Office: (407) 757-2376
aocf18@outlook.com

TOTAL LOSS

Estimate ID
24006812
Original

Claim Number
EV2025094179

Not An Authorization For repair
All supplement requests should be sent via email to AOCF18@outlook.com, including supporting documents.
No Supplemental repairs are authorized without approval from the Insurance Company.

Owner
Marion County SO
690 NW 30th Ave.
Ocala, FL 34475
(352) 369-6763 (Work)

Appraiser
ACF ..

Classification
Field

Florida Sheriffs Risk Management

Payer	Loss Type	Claim Number	Adjuster
Customer	Collision	EV2025094179	Brandy Schaffer (850) 320-6901 (Work) brandy.schaffer@fsrmf.org
Deductible	**Loss Date**	**Inspection Site**	**Inspection Date**
2500.00 - Not Waived	06/23/2025	Marion County SO 690 NW 30th Ave Ocala, FL 34475 (352) 369-6763 (Work)	7/9/2025

2020 Ford Police Interceptor Utility Fleet 4 Door Utility 3.3L 6 Cyl Gas Injected Base AWD

Exterior Color	License	VIN	Condition
YZ (Oxford White)	FL-ZQP03	1FM5K8AB0LGD18805	Good
Drivable	**Odometer**	**Production Date**	**Mitchell Service Code**
Unknown	90138	09/2020	912181

Primary Point of Impact
All Over (19)

Options

Air Conditioning	All Wheel Drive	AM-FM Stereo	Anti-Lock Brake Sys. (ABS)	Auto Air Condition
Automatic Headlights	Auxiliary Input	Bluetooth Wireless Connectivity	Cloth Seat	Cruise Control
Driver Seat With Power Lumbar Support	Driver-Front Air Bag	Dual A/C	Electric Defogger	Electronic Stability Control
First Row Bucket Seat	Left-Curtain Air Bag	MP3 Player	Passenger-Front Air Bag	Power Door Locks
Power Driver Seat	Power Remote Mirror	Power Steering	Power Windows	Privacy Glass
Rear Bench Seat	Rear Gate Wiper	Rear Spoiler	Rearview Camera	Second Row Side Airbag With Head Protection

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Options

Side Airbags	Steering Wheel Mounted Audio Control	Tilt Steering Wheel	Tire Pressure Monitoring System	Traction Control/Electronic
Trailer Hitch	Trip Computer			

Marion County SO | 2020 Ford Police Interceptor Utility Fleet

Parts Profile
ACF Florida

Parts Profile Version
19.0

			LABOR			PART				
Line #		Description	Operation	Type	Total Units	Type	Number	Qty	Total Price	Tax
Air Bag System										
1	201114	Disable & Enable Air Bag System -M	Remove / Replace	Mechanical	0.4					
2	200165	R Air Bag Side Curtain Module -M	Remove / Install	Mechanical	INCr#	Existing				
3	AUTO	Roof Headliner	Remove / Install	Body	5.4#					
Windshield										
4	200596	R Pillar Moulding	Remove / Install	Body	INC	Existing				
5	200116	W/Shield Glass	Remove / Replace	Glass	2.8#	New	LB5Z 7803100 K	1	$466.02	Yes
6	AUTO	R Cowl Top Grille	Remove / Install	Body	0.7#					
7	AUTO	L Cowl Top Grille	Remove / Install	Body	INC#					
8	201646	W/Shield Adhesive	Remove / Replace	Body	0.0	Aftermarket New		1	$25.00*	Yes
Rocker / Pillars / Floor										
9	200607	R Rocker Panel	Blend	Refinish	1.0 C	Existing				
10	200609	R Roof Rail	Blend	Refinish	0.8 C	Existing				
11	200617	R Rocker Moulding	Remove / Install	Body	0.5	Existing				
12	201235	R Frt Rocker Scuff Plate	Remove / Install	Body	0.3r	Existing				
13	201241	R Frt Door Opening Weatherstrip	Remove / Install	Body	INCr	Existing				
14	201243	R Upr Ctr Pillar Trim Panel	Remove / Install	Body	INCr#	Existing				
15	201253	R Lwr Ctr Pillar Trim Panel	Remove / Install	Body	INCr	Existing				
16	201263	R Rear Rocker Scuff Plate	Remove / Install	Body	INCr	Existing				
17	201275	R Rear Door Opening Weatherstrip	Remove / Install	Body	INCr	Existing				
Front Door										
18	200625	R Frt Door Outside	Blend	Refinish	1.2 C	Existing				
19	200626	L Frt Door Outside	Blend	Refinish	1.2 C	Existing				
20	200631	R Frt Rear View Mirror	Remove / Install	Body	0.3#	Existing				
21	200632	L Frt Rear View Mirror	Remove / Install	Body	0.3#	Existing				
22	200633	R Frt Otr Door Belt Moulding	Remove / Install	Body	0.2#	Existing				

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			LABOR			PART				
Line #		Description	Operation	Type	Total Units	Type	Number	Qty	Total Price	Tax
23	200634	L Frt Otr Door Belt Moulding	Remove / Install	Body	0.2#	Existing				
24	202475	R Frt Lwr Door Moulding	Remove / Replace	Body	0.3	New	LB5Z 7820878 AC	1	$171.73	Yes
25	900501	Non-Reusable Part.								
26	202476	L Frt Lwr Door Moulding	Remove / Replace	Body	0.3	New	LB5Z 7820879 AC	1	$171.85	Yes
27	900501	Non-Reusable Part.								
28	200635	R Frt Door Trim Panel	Remove / Install	Body	INC	Existing				
29	200636	L Frt Door Trim Panel	Remove / Install	Body	INC	Existing				
30	200637	R Frt Door Frame Mldg	Remove / Install	Body	0.6#	Existing				
31	200638	L Frt Door Frame Mldg	Remove / Install	Body	0.6#	Existing				
32	200643	R Frt Otr Door Handle	Remove / Install	Body	0.3	Existing				
33	200644	L Frt Otr Door Handle	Remove / Install	Body	0.3	Existing				
Rear Door										
34	200655	R Rear Door Assembly	Remove / Install	Body	INC	Existing				
35	200927	R Rear Door Shell	Remove / Replace	Body	5.6#	New	NB5Z 7824630 A	1	$808.33	Yes
36	AUTO	R Rear Door Outside	Refinish Only	Refinish	2.3 C					
37	AUTO	R Rear Add For Jambs & Interior	Refinish Only	Refinish	1.0 C					
38	200930	L Rear Door Repair Panel	Repair	Body	3.0*#	Existing				
39	AUTO	L Rear Door Outside	Refinish Only	Refinish	2.1 C	Existing				
40	200657	R Rear Door Front Sash Moulding	Remove / Install	Body	INC#	Existing				
41	200659	R Rear Otr Door Belt Moulding	Remove / Install	Body	INC	Existing				
42	200660	L Rear Otr Door Belt Moulding	Remove / Install	Body	INC	Existing				
43	200938	R Rear Lwr Door Moulding	Remove / Replace	Body	INC	New	LB5Z 7825556 AA	1	$153.60	Yes
44	200939	L Rear Lwr Door Moulding	Remove / Replace	Body	0.3	New	LB5Z 7825557 AA	1	$160.58	Yes
45	900501	Non-Reusable Part.								
46	200940	R Rear Door Wheel Opening Moulding	Remove / Install	Body	0.2r	Existing				
47	200941	L Rear Door Wheel Opening Moulding	Remove / Install	Body	0.2r	Existing				
48	200661	R Rear Door Trim Panel	Remove / Install	Body	INC	Existing				
49	200663	R Rear Door Frame Mldg	Remove / Install	Body	0.2#	Existing				
50	200664	L Rear Door Frame Mldg	Remove / Install	Body	0.2#	Existing				
51	201728	R Rear Otr Door Handle	Remove / Install	Body	INC	Existing				

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			LABOR			PART				
Line #		Description	Operation	Type	Total Units	Type	Number	Qty	Total Price	Tax
52	201729	L Rear Otr Door Handle	Remove / Install	Body	0.3	Existing				
53	201730	R Rear Door Carrier	Remove / Install	Body	INC#	Existing				
54	200884	L Rear Door Moveable Glass	Remove / Replace	Glass	1.3#	New	LB5Z 7825713 E	1	$332.20	Yes
55	AUTO	L Rear Door Carrier	Remove / Install	Body	1.0#					
56	200888	R Rear Door Vent Glass Frame	Remove / Replace	Body	INC#	New	LB5Z 7825766 A	1	$567.62	Yes
57	900500	L Rear Door Interior Trim Panel	Remove / Replace	Body*	1.0*	New		1	$397.00*	Yes
58	900500	L Rear Door Bar	Remove / Replace	Body*	1.0*	New		1	$450.00*	Yes
Roof										
59	202735	R Roof Moulding	Remove / Install	Body	0.4r#	Existing				
Quarter Panel										
60	200785	R Quarter Outer Panel	Remove / Replace	Body	23.2	New	NB5Z 78278A92 A	1	$1,356.35	Yes
61	AUTO	R Quarter Panel Outside	Refinish Only	Refinish	2.0 C					
62	AUTO	R Quarter Panel Edge	Refinish Only	Refinish	0.5 C					
63	AUTO	R Add For Pillar	Refinish Only	Refinish	0.5 C					
64	AUTO	R Add To R&I/R&R Side Curtain Air Bags-M	Remove / Replace	Mechanical	0.8					
65	201070	R Quarter Gutter	Remove / Replace	Body	4.5#	New	RB5Z 7845114 B	1	$264.87	Yes
66	AUTO	R Drain Trough	Refinish Only	Refinish	0.6 C					
67	201072	R Quarter Inner Panel (Dps/Hss/Uhss)	Remove / Replace	Body	11.8	New	LB5Z 7827864 B	1	$1,263.63	Yes
68	200688	R Quarter Panel Moulding	Remove / Install	Body	INC#	Existing				
69	200690	R Quarter Wheel Opening Mldg	Remove / Install	Body	INC	Existing				
70	200692	R Lwr Quarter Trim Panel	Remove / Install	Body	INC#	Existing				
71	201102	R Frt Upr Quarter Trim Panel	Remove / Install	Body	INCr#	Existing				
72	201106	R Rear Upr Quarter Trim Panel	Remove / Install	Body	INCr	Existing				
Quarter Glass										
73	200450	R Qtr Glass Stationary	Remove / Replace	Glass	1.5#	New	LB5Z 7629700 A	1	$344.42	Yes
74	200454	Qtr Glass Adhesive	Remove / Replace	Body	0.0	Aftermarket New		1	$25.00*	Yes
Liftgate										
75	200490	Liftgate Shell	Remove / Replace	Body	6.7	New	LB5Z 7840010 A	1	$1,057.37	Yes
76	AUTO	Liftgate Outside	Refinish Only	Refinish	2.2 C					
77	AUTO	Add For Liftgate Inside	Refinish Only	Refinish	1.3 C					

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			LABOR			PART				
Line #		Description	Operation	Type	Total Units	Type	Number	Qty	Total Price	Tax
78	200849	Liftgate Spoiler	Remove / Install	Body	INC#	Existing				
79	200850	Liftgate Moulding	Remove / Install	Body	INC#	Existing				
80	200522	Liftgate Adhesive Emblem	Remove / Replace	Body	0.1	New	LB5Z 9942528 A	1	$55.52	Yes
81	200523	Liftgate Adhesive Nameplate	Remove / Replace	Body	0.1	New	LB5Z 7842528 A	1	$28.08	Yes
82	200507	Liftgate Adhesive Nameplate	Remove / Replace	Body	0.1	New	LB5Z 7842528 C	1	$29.23	Yes
83	200851	Lwr Liftgate Trim Panel	Remove / Install	Body	INC#	Existing				
84	200853	R Liftgate Trim Panel	Remove / Install	Body	INC#	Existing				
85	200854	L Liftgate Trim Panel	Remove / Install	Body	INC#	Existing				
86	200852	Upr Liftgate Trim Panel	Remove / Install	Body	INC	Existing				
87	201314	Liftgate Glass	Remove / Replace	Glass	INC#	New	LB5Z 7842006 A	1	$608.10	Yes
88	201316	Liftgate Glass Adhesive	Remove / Replace	Body	0.0	Aftermarket New		1	$25.00*	Yes
Rear Lamps										
89	200844	R Rear Combination Lamp	Remove / Install	Body	INC#	Existing				
Rear Bumper										
90	200858	Rear Bumper Cover	Remove / Install	Body	INC#	Existing				
91	AUTO	L Lwr Quarter Trim Panel	Remove / Install	Body	INC#					
92	AUTO	L Rear Combination Lamp	Remove / Install	Body	0.2#					
Additional Costs & Materials										
93	AUTO	Paint/Materials	Additional Cost						$614.40	Yes
94	936012	Hazardous Waste Disposal	Additional Cost						$3.50*	
95	936016	Weld Thru Primer	Additional Cost						$15.00*	
96	900500	Seam Sealer (2 @ $25.00)	Remove / Replace	Body*	0.0*	Aftermarket New		2	$50.00*	
97	900501	Labor Inc Per P-Pages								
Additional Operations										
98	AUTO	Clear Coat	Additional Operation	Refinish	2.5*				$0.00	
99	931127	Pre Repair Scan	Additional Operation	Mechanical	0.5*				$0.00	
100	931128	Post Repair Scan	Additional Operation	Mechanical	0.5*				$0.00	
101	933018	Mask For Overspray	Additional Operation	Refinish	0.2*				$10.00*	
102	933005	Restore Corrosion Protection	Additional Operation	Body	0.2*				$10.00*	
103	933008	Chip Resistant Material Application	Additional Operation	Refinish	0.2*				$10.00*	
Special / Manual Entry										

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Line #		Description	LABOR Operation	Type	Total Units	PART Type	Number	Qty	Total Price	Tax
104	900500	Rear Vault	Remove / Install	Body*	4.0*	Existing		0		
105	900500	Rear Seat Cage Divider	Remove / Replace	Body*	6.0*	New	ORDER FROM DEALER	1	$859.60*	
106	900500	Adhesive Removal	Additional Labor	Body*	0.5*	Existing		0		
107	900500	Roof Light Bar	Remove / Install	Body*	1.0*	Existing		0		
108	900500	Police Decal R Frt Door	Remove / Replace	Body*	1.0*	Sublet		1	$125.00*	
109	900500	Police Decal L Frt Door	Remove / Replace	Body*	1.0*	Sublet		1	$125.00*	
110	900500	Police Decal L Rear Door	Remove / Replace	Body*	1.0*	Sublet		1	$125.00*	
111	900500	Police Decal R Rear Door	Remove / Replace	Body*	INC*	Sublet		1	$125.00*	
112	900500	Police Decal R Qtr Panel	Remove / Replace	Body*	INC*	Sublet		1	$85.00*	

* Judgment Item
T Included in Two Tone Calculation
Labor Note Applies
d Discontinued by Manufacturer
C Included in Clear Coat Calculation
A Included in Clear Coat and Two Tone Calculation
r CEG R&R Time Used for this Labor Operation
[ ] Verify the part number and price before ordering

Disclaimer: This estimate has been prepared based on the use of crash parts supplied by a source other than the manufacturer of your motor vehicle. The aftermarket crash parts used in the preparation of this estimate are warranted by the manufacturer or distributor of such parts, rather than the manufacturer of your vehicle.

Estimate Totals

Labor	Units	Rate	Sublet	Add'l Amount		Totals
Body Labor	85.1	$50.00		$10.00		$4,265.00
Refinish Labor	19.6	$50.00		$20.00		$1,000.00
Glass Labor	5.6	$50.00				$280.00
Mechanical Labor	2.2	$85.00				$187.00
Total Labor	112.5					$5,732.00
					Taxable	$5,732.00
					Tax 0.0000%	$0.00
					Non-Taxable	$0.00
					Pre-Tax Discount 0.00%	$0.00
					Labor Total	$5,732.00

Parts	Amount		
Taxable Parts	$8,761.50		$8,761.50
		Parts Adjustments	$0.00
		Tax 0.0000%	$0.00
		Non-Taxable	$1,494.60
		Pre-Tax Discount 0.00%	$0.00
		Parts Total	$10,256.10

Costs	Amount	
Paint Materials	$614.40	$614.40
Shop Materials	$0.00	$0.00
Other Additional Costs	$18.50	$18.50

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Estimate Totals

Paint Materials:
- Refinish Units: 19.2 units
- Rate: $32.00
- Rate Max: 99.9 units
- Additional Rate: $0.00

Gross Totals	Amount
Gross Total	$16,621.00

Adjustments	Amount
Deductible	-$2,500.00
Total Customer Responsibility	

Taxable	$614.40
Tax 0.0000%	$0.00
Non-Taxable	$18.50
Pre-Tax Discount 0.00%	$0.00
Costs Total	$632.90
	$16,621.00
Taxable	$15,107.90
Tax	$0.00
Non-Taxable	$1,513.10
Pre-Tax Discount 0.00%	$0.00
Gross Total	$16,621.00
	-$2,500.00
	-$2,500.00

Net Estimate Total **$14,121.00**

**********Notice**********

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"Failure to use the insurance proceeds in accordance with the securityagreement, if any, could be a violation of 812.014, Florida Statutes. If you have any questions, contact your lending institution." "Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree." "This paragraph shall not apply to reinsurance contracts, reinsurance

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agreements, or reinsurance claims transactions.

Disclaimer: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

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Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19957 **Agenda Date:** 8/5/2025 **Agenda No.:** 5.1.21.

SUBJECT:
Parks and Recreation Fees Fund - Parks and Recreation Fees - $444,246

INITIATOR:
Jim Couillard, PLA, ASLA, Director

DEPARTMENT:
Parks & Recreation

DESCRIPTION/BACKGROUND:
The Marion County Parks & Recreation Department has collected funds through tree mitigation from developers who requested and agreed to pay in lieu of installing replacement trees, as per the Marion County Land Development Code, Section 6.7.10. The payments into this fund are being transferred to the Improve-Tree Replacement fund to be used for the installation, establishment, and maintenance of trees on public property within Marion County.

BUDGET/IMPACT:
Increase Parks and Recreation Fees Fund appropriation by $444,246.

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 25 - R -

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

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

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

Transferred From:

Account	Cost Center - Account Title	Amount
1081 - 362 - 347210	PARKS AND RECREATION FEES TREE MITIGATION	$444,246
		$444,246

Transferred To:

Account	Cost Center - Account Title	Amount
1081 - 362 - 563225	PARKS AND RECREATION FEES IMPROVE - TREE REPLACEMENT	$444,246
		$444,246

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 5th day of August, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Kathy Bryant, Chairman

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

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19818 **Agenda Date:** 8/5/2025 **Agenda No.:** 5.1.22.

SUBJECT:
Public Assistance ERA2 Fund - Other Human Services - $700,000

INITIATOR:
Cheryl Butler, Director

DEPARTMENT:
Community Services

DESCRIPTION/BACKGROUND:
This request is to add additional disbursement of $700,000.00 from the US Department of Treasury Emergency Rental Assistance Project (ERA2 Project) to be used for the relief of the rental housing and housing stability of eligible applicants. Per the ERA2 Grant Subrecipient Agreement approved on April 15, 2025, between Marion County, Florida, and the five designated subrecipients, funds will be distributed among the following three organizations: Brother's Keeper, Interfaith Emergency Services, and Neighborhood Housing and Development Corporation (NHDC). These organizations will administer the funds in accordance with ERA2 program requirements to assist the eligible "homeless" and "at risk homelessness" individuals and families within Marion County

BUDGET/IMPACT:
Increase Public Assistance ERA2 Fund appropriation by $700,000.

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 25 - R -

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

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

WHEREAS, the following budget amendment is necessary and proper in the AMERICAN RESCUE PLAN - ERA2:

Transferred From:

Account	Cost Center - Account Title	Amount
1161 - 000 - 331513	AMERICAN RESCUE PLAN - ERA2 DEPARTMENT OPEN EMERGENCY RENTAL ASSISTNCE-ARP	$700,000
		$700,000

Transferred To:

Account	Cost Center - Account Title	Amount
1161 - 336 - 582101	OTHER HUMAN SERVICES AID TO PRIVATE ORGANIZATIONS	$700,000
		$700,000

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 5th day of August, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Kathy Bryant, Chairman

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

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19817 **Agenda Date:** 8/5/2025 **Agenda No.:** 5.1.23.

SUBJECT:
Transfer from County Transportation Maintenance Fund to the Rainbow Lakes Estates MSTU for Road Improvement Fund - $25,000

INITIATOR:
Steven Cohoon, County Engineer

DEPARTMENT:
Office of the County Engineer

DESCRIPTION/BACKGROUND:
The Office of the County Engineer has agreed to purchase two pieces of equipment from the Rainbow Lakes Estates MSTU, a 2009 International Dump Truck (VIN 1HTJTSKN69H096752) for $22,500 and a 2003 10 Ton Crosley Trailer (VIN 5MWGE25203S001179) for $2,500. An amendment for both funds is required to correctly account for the transfer of equipment and the payments.

BUDGET/IMPACT:
Increase Rainbow Lakes Estates MSTU for Road Improvement Fund appropriation by $25,000

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution

RESOLUTION NUMBER 25 - R -

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

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

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

Transferred From:

Account	Cost Center - Account Title	Amount
1020 - 400 - 564101	TRANSPORTATION MACHINERY & EQUIPMENT	$25,000
		$25,000

Transferred To:

Account	Cost Center - Account Title	Amount
1020 - 401 - 591133	TRANSPORTATION - TRANSFERS BUDG TRANS TO RLE ROADS	$25,000
		$25,000

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 5th day of August, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Kathy Bryant, Chairman

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

RESOLUTION NUMBER 25 - R -

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

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

WHEREAS, the following budget amendment is necessary and proper in the RM RLE MSTU ROAD IMPROV:

Transferred From:

Account	Cost Center - Account Title	Amount
1302 - 505 - 381105	CONTRACTED ROAD CONST RLE MSTU FR TRANSP MAINT FUND	$25,000
		$25,000

Transferred To:

Account	Cost Center - Account Title	Amount
1302 - 505 - 563220	CONTRACTED ROAD CONST RLE MSTU IMPROVE - ROAD & BRIDGE	$25,000
		$25,000

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 5th day of August, 2025 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Kathy Bryant, Chairman

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

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19816 **Agenda Date:** 8/5/2025 **Agenda No.:** 5.2.1.

SUBJECT:
Transfer Project Funds and Amend the Capital Improvement Program - Stormwater Program - $405,631

INITIATOR:
Steven Cohoon, County Engineer

DEPARTMENT:
Office of the County Engineer

DESCRIPTION/BACKGROUND:
SMC0001MA - Timucuan Rd Culvert Improvement requires an increase to facilitate construction of the project. Additional funding is needed to meet the bid price, as well as allowing for 10% contingency and construction engineering. The project budget will be increased by $405,631, which will be transferred from Stormwater Projects Unassigned.

BUDGET/IMPACT:
Neutral

RECOMMENDED ACTION:
Motion to approve the transfer of Project Funds and amend the Capital Improvement Program.

Project Adjustments
Journal 2025-11-3
Effective Date 08/05/2025

Project Expense String	Project Title	Account	Approp. To Date	Requested Changes	Revised Appropriation
SMC0001MA -CIP STORMW-REHABL CNS-430	Timucuan Rd/ Lake Weir Culvert Imprv	563102	1,501,960	405,631	1,907,591
			1,501,960	405,631	1,907,591

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19937 **Agenda Date:** 8/5/2025 **Agenda No.:** 5.3.1.

SUBJECT:
Present the Acquisition or Disposition of Property Forms Authorizing Changes in Status, as Follows: 039431, 039484, and 039496

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: Date: 07/10/2025

ASSET IS RETIRED ADD BACK TO INVENTORY: ☐

Asset#	Location	Serial Number
039431	Parks & Recreation	1GCHC24D16E200559

Description	Year Aquired
PK-33 TG233135 2006 CHEV P/U	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: Kelsey Mears
Digitally signed by Kelsey Mears
DN: cn=Kelsey Mears, o=Marion County Parks & Recreation, ou, email=Kelsey.mears@marionfl.org, c=US
Date: 2025.07.10 14:19:35 -04'00'

Secondary Signature:

(If Applicable) _____

Fleet Signature:

(If Applicable) Mark Williams
Digitally signed by Mark Williams
Date: 2025.07.10 15:34:56 -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: Extension Service Date: 07/16/2025

ASSET IS RETIRED ADD BACK TO INVENTORY: ☐

Asset#	Location	Serial Number
039484	Fleet Parking Lot	1GCEK14X37Z123293

Description	Year Aquired
CHEVROLET 1500 4x4	2007

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

Disposal: ☑ Disposal Reason: Exceeds Useful Life

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

Transfer: ☐ Department Receiving Transfer:

Authorized Signature: Sarah Teeling Digitally signed by Sarah Teeling Date: 2025.07.16 17:13:22 -04'00'

Secondary Signature:

(If Applicable) _____

Fleet Signature:

(If Applicable) Mark Williams Digitally signed by Mark Williams Date: 2025.07.17 16:02:37 -04'00'

BCC Chairman Signature: _____

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

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

GREGORY C. HARRELL

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

ACQUISITION - DISPOSITION FORM

TO: Finance From: Solid Waste Date: 06/26/2025

ASSET IS RETIRED ADD BACK TO INVENTORY: ☐

Asset#	Location	Serial Number
039496	Landfill	JALE5B16277901649

Description	Year Aquired
HW-8 2007 ISUZU CARGO	2006

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

Disposal: ☐ Disposal Reason: Sold to Fire for fair market value

Disposal Method: Disposal Location: Department

Transfer: ☑ Department Receiving Transfer: Fire Rescue

Authorized Signature: Mark Johnson Digitally signed by Mark Johnson Date: 2025.07.02 10:32:11 -04'00'

Secondary Signature:

(If Applicable) _____

Fleet Signature:

(If Applicable) Mark Williams Digitally signed by Mark Williams Date: 2025.07.02 10:49:40 -04'00'

BCC Chairman Signature: _____

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

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

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19821 **Agenda Date:** 8/5/2025 **Agenda No.:** 6.1.

SUBJECT:
FINAL PUBLIC HEARING for the Community Services' 2025-2026 Annual Action Plan

INITIATOR:
Cheryl Butler, Director

DEPARTMENT:
Community Services

DESCRIPTION/BACKGROUND:
Marion County annually receives federal grant funding from the U.S. Department of Housing and Urban Development (HUD), which includes the Community Development Block Grant (CDBG), HOME Investment Partnerships Program (HOME), and Emergency Solutions Grant (ESG).

Marion County leads a Consortium with the City of Ocala to secure HOME funds, while the City receives its own CDBG allocation as an Entitlement City.

Marion County anticipates receiving approximately $2,173,037 for CDBG projects, $891,550 for HOME initiatives, and $190,774 for ESG programs. This Public Hearing is to gather feedback on the final draft of the Annual Action Plan for 2025-2026, detailing the annual funding amounts.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Receive public comments and advise staff to incorporate appropriate comments into the plans. Motion to approve the Marion County Community Services' 2025-2026 Annual Action Plan and authorize the Chairman to execute all necessary documents associated with the plan.

LOCALiQ
The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Ashlyne Tuck
Marion County Attorneys' Office - 330
601 SE 25Th AVE # 108
Ocala FL 34471-2690

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Star Banner, published in Marion County, Florida; that the attached copy of advertisement, being a Classified Legal CLEGL, was published on the publicly accessible website of Marion County, Florida, or in a newspaper by print in the issues of, on:

07/10/2025

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 07/10/2025

Legal Clerk

Notary, State of WI, County of Brown

3.7.27

My commission expires

Publication Cost:	$753.50	
Tax Amount:	$0.00	
Payment Cost:	$753.50	
Order No:	11471888	# of Copies:
Customer No:	533707	1
PO #:		

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

PUBLIC NOTICE - PUBLIC HEARINGS
PROPOSED 2026-2026 ANNUAL PLAN
FIRST PUBLIC HEARING DATE: JULY 15, 2025
FINAL PUBLIC HEARING DATE: AUGUST 5, 2025

Notice to Citizens: Marion County and the City of Ocala HOME Consortium will be conducting a final public hearing for the FY 2025-2026 Annual Action Plan. The purpose of the final public hearing is to discuss the HOME Investment Partnerships (HOME) Program, and Emergency Solutions Grant (ESG) Program through the Marion County and the City of Ocala HOME Consortium, 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 2025-2026 Annual Action Plan.

A summary of public comments concerning identified needs received on the proposed FY 2025-2026 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 2025-2026 Annual Action Plan when submitted to HUD on or about August 16, 2025.

A Final Public Hearing will be held to receive citizen input for the FY 2025-2026 Annual Action Plan:

SITE	ADDRESS	DATE	TIME
Marion County Auditorium	601 SE 25th Avenue Ocala, FL. 34471	July 15, 2025	10:00 AM or soon thereafter
Marion County Auditorium	601 SE 25th Avenue Ocala, FL. 34471	August 5, 2025	10:00 AM or soon thereafter

For citizens unable to participate in the Public Needs Hearing, written comments should be sent to:

Marion County Community Services
Attention: Community Development Administrator
2710 E. Silver Springs Blvd.
Ocala, FL 34470
Telephone: 352-671-8770 Fax: 352-671-8769
sean.glancy@MarionFl.org

THIRTY-DAY PUBLIC COMMENT PERIOD: There will be a 30-day public comment period from July 10, 2025 to August 10, 2025, until 5:00 PM for the Annual Action Plan, and the proposed use of funds. During this period, a draft of both the Consolidated Plan and Action Plan will be available for public review on the County Web site: https://www.marionfl.org/agencies-departments/departments-facilities-offices/community-services/reports-plans.

ONE YEAR 2025-2026 ACTION PLAN: Based on the information and analysis in the Consolidated Plan, the County annually develops a one-year Action Plan. The Action Plan sets priorities and allocates the County's Fiscal Year 2025-2026 CDBG funds and Consortium's HOME and ESG funds for activities in the upcoming program year (October 1, 2025-September 30, 2026). Each of the Consortium members receives CDBG funds directly from HUD and is individually responsible for developing their own CDBG Action Plan.

The County follows an adopted Citizen Participation Plan, which provides for scheduled public hearings and encourages citizens, service providers, and interested individuals to provide input. During the development of the Consolidated Plan and Action Plan, meetings were held at different stages of the process to provide the greatest possible citizen participation, consultation, and partnership-building benefits.

The following are the proposed allocations and funding recommendations for the use of County CDBG and Consortium HOME funds for Fiscal Year 2025-2026; CDBG PROGRAM (Marion County only): allocation is $2,173,037.00. The allocation breakdown is proposed as follows:

Marion County was awarded FY 2025-2026 funding through CDBG, HOME, and ESG in the following amounts:

Grant Program	2025-2026 Annual Action Plan
CDBG	$2,173,037
HOME	$891,550.13
ESG	$190,774.00
TOTAL:	**$3,255,361.13**

2025-2026 Annual Action Plan

Goals	2025
	CDBG
Public Service	$325,955
Non-Profit Facility	$565,137
Clearance & Demo/Slum & Blight	$582,301
Administration	$434,607
Subtotal:	**$2,173,037**
	HOME
New Construction	$565,040
HOME Consortium	$237,355
Administration	$89,155
Subtotal:	**$891,550**
	ESG
Street Outreach	$100,000
Homeless Prevention	$76,466
Administrative Funds	$14,308
Subtotal:	**$190,774**

ADA Accommodation.
In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in any public proceeding should contact Marion County's ADA Compliance Coordinator/ HR Director at (352) 438-2345. Please submit a request within 48 hours in advance of the proceedings as scheduled so Marion County can make appropriate arrangements to provide the requested service.

LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Glancy (Last) Robert (First) (Dept) Community Services - 5220

(Title) Community Services Program Grant Manager (Phone) 352-671-8486

Signature _____ Date Tuesday, July 15, 2025

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for:
- [x] New Document
- [x] Review & Comment
- [ ] RESUBMIT LRM No. _____
- [x] Approve as to Form
- [ ] Other

Description of Request

Please review and approve the following for Chair signature for three (3) SF-424 Forms (applications for federal assistance, (1) form 424-B (assurance for Contruction Programs) and corresponding non-state consolidated plan certifications for FY2025-2026 CDBG, HOME and ESG Grant funds. Reuqest Chair signature on SF-424, corresponding Form 424-D and all certifications for all allocations received.

For more information or discussion, contact:
- [x] Same as above

(Name) _____ (Last) _____ (First) (Title) _____ (Phone) _____

Agenda Item? [x] Yes [ ] No Agenda Date: Tuesday, August 5, 2025

Agenda Deadline Date for **Legal:** July 3, 2025 Agenda Deadline Date for **Admin:** July 17, 2025

Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2025-641

Assigned to:
- [ ] Matthew Guy Minter, County Attorney
- [ ] Dana E. Olesky, Chief Asst. County Attorney
- [x] Thomas Schwartz Asst. County Attorney
- [ ] Valdoston Shealey Asst. County Attorney

Outcome:
- [x] Approved as to form and legal sufficiency
- [ ] Approved with revisions: [ ] Suggested [ ] Completed
- [x] Other: Please complete required information + Sep. forms. All signatures for Bcc Chair. 7/21/25 Dana (K)

Date Received:

RECEIVED
By Marion County Attorney- AT at 8:18 am, Jul 16, 2025

Attorney Signature: _____ Date 7/16/25

Staff Signature: _____ Date: 7/16/25 Returned: [x] Department [ ] Admin [ ] _____

Completed

Rev 11/22/2023

PUBLIC NOTICE - PUBLIC HEARINGS
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FY 2025-2026 ANNUAL ACTION PLAN

CDBG, HOME, ESG



Marion County Board of Commissioners
Community Services Department
Marion County Consortium

270 E Silver Springs Blvd
Ocala, FL 34470
Phone: 352-671-8770
Fax: 352-671-8769

OMB Control No: 2506-0117 (exp. 09/30/2021)

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 2025 through FY 2026 (October 1, 2025 through September 30, 2026).

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 2025-2026 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 2024-2025 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

DRAFT

- 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 2025–2026 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 10, 2025 to August 10, 2025. Documents were posted online on July 3rd and 10th, 2025, and completed with an open public comment period at the properly advertised and commenced Commission Hearing on August 5, 2025. Marion County did not receive any public comment concerning the Annual Action Plan.

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 AAP has been developed with extensive community input (as noted above) and reflects the needs of the County.

The remainder of the page is intentionally left blank

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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.

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

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AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

1. Introduction

In preparation for the 2025 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

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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 was conducted via an meeting on 3/18/25 to discuss a potential duplex called Prosper Villas
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 from April-May 2025 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?	Kickoff meeting for funds and future plans. Consultation also 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
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. In addition, MCCS Staff have attended in person meetings held by The Salvation Army in regards to their emergency shelter issues to offer guidance, etc.
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

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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.
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.

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21	**Agency/Group/Organization**	SOZO Kids
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Elderly Persons 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 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.
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
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans 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.
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.

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.

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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 2025-2026 Annual Action Plan. Staff has given extensive one-on-one advice to several prospective applicants through the course of the year.

The 2024-2025 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 July 3, 2025 and July 10, 2025. The public notice was also published in Spanish on the County's website.

The 30-day public comment period began on July 10, 2025, and concluded on August 10, 2025 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. The final public hearing was held on August 5, 2025.

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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	July 3, 2025 (1st Posting) - First newspaper article posted detailing the funding sources as well as notice of first public hearing happening on 7/10/25.	No comments received	N/A	
2	Public Hearing	Non-targeted/broad community Residents of Public and Assisted Housing	July 15, 2025 (1st Hearing) - No attendees present for the public hearing	No comments received	n/a	
3	Newspaper Ad	Non-targeted/broad community	July 10, 2025 (2nd Posting) - Additional newspaper article posted showing August 5th final hearing date as well as public comment period opening 7/10 - 8/10.	No comments received from initial posting of article, however, public comment period is currently open	TBD	

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 5, 2025 (Final Hearing) - TBD	TBD	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 2024 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. In FY 2025, $237,355.00 in HOME funds is being provided to the City by the County through the Consortium agreement.

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	2,173,037.00	0.00	17,799.00	2,190,836.00	4,336,562.00	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	891,550.13	0.00	566,924.00	1,458,474.13	1,748,550.87	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	190,774.00	0.00	0.00	190,774.00	382,408.00	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.

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: $325,955.00	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: $565,137.00	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: $600,000.00	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	Infrastructure	2024	2028	Non-Housing Community Development	Marion County	Community Development	CDBG: $264,137.00	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: $565,040.00	Homeowner Housing Rehabilitated: 20 Household Housing Unit
6	City of Ocala HOME Consortium	2024	2028	Affordable Housing	Marion County	Affordable Housing	HOME: $237,355.00	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: $76,466.00	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: $434,607.40 HOME: $89,155.00 ESG: $14,308.00	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.

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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**	Infrastructure
	Goal Description	Public utilities projects (water, sewer), neighborhood lighting, facade improvements, streets, sidewalks. Alternate projects may include public service, Housing Rehabilitation/Demolition, Declared State of Emergency (Urgent Need), Acquisition, Non-Profit Facility, ADA compliance, and projects located in declared Opportunity Zones.
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 PY 2025-2026 using CDBG, HOME, and ESG funding sources.

#	Project Name
1	2025 Public Service Projects
2	Non-Profit Facility
3	Clearance and Demolition
4	Infrastructure
5	City of Ocala - HOME Consortium
6	Affordable Housing
7	2025 Marion County ESG
8	CDBG Adminstration
9	HOME Administration

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**	2025 Public Service Projects
	Target Area	Marion County
	Goals Supported	Public Service
	Needs Addressed	Community Development
	Funding	CDBG: $325,955.00
	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	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	TBD low-income persons will be assisted.
	Location Description	Public service projects will occur in unincorporated portions of the county.
	Planned Activities	Marion County Sexual Assault Center, United Way-Strong Families, Vets Helping Vets, Veterans Resource Center, Florida Center for the Blind
2	**Project Name**	Non-Profit Facility
	Target Area	Marion County
	Goals Supported	Non-Profit Facility
	Needs Addressed	Community Development
	Funding	CDBG: $565,137.00
	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. This includes the Silver Springs Library, the Center for the Blind, the Kimberly Center, Strong Families, and United Way. 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	9/30/2034

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	Estimate the number and type of families that will benefit from the proposed activities	50 persons assisted
	Location Description	N/A
	Planned Activities	Assistance to non-profit agencies with facility construction and renovation.
3	**Project Name**	Clearance and Demolition
	Target Area	Marion County
	Goals Supported	Clearance and Demolition
	Needs Addressed	Community Development
	Funding	CDBG: $600,000.00
	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	9/30/2034
	Estimate the number and type of families that will benefit from the proposed activities	1 building will be demolished
	Location Description	Project will be undertaken throughout Marion County
	Planned Activities	Costs of demolishing slum and blighted buildings
4	**Project Name**	Infrastructure
	Target Area	Marion County
	Goals Supported	Infrastructure
	Needs Addressed	Community Development
	Funding	CDBG: $265,137.00
	Description	
	Target Date	9/30/2034

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	Estimate the number and type of families that will benefit from the proposed activities	TBD
	Location Description	Project will be undertaken throughout Marion County
	Planned Activities	Phase 2 of the Stanton-Weirsdale project
5	**Project Name**	City of Ocala - HOME Consortium
	Target Area	Marion County
	Goals Supported	City of Ocala HOME Consortium
	Needs Addressed	Affordable Housing
	Funding	HOME: $237,355.00
	Description	City of Ocala Homeowner Rehab Program through HOME Consortium funding. 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	9/30/2031
	Estimate the number and type of families that will benefit from the proposed activities	Homeowner housing rehabilitated: 4 household housing unit
	Location Description	Project will be undertaken throughout Marion County
	Planned Activities	Housing Rehabilitation
6	**Project Name**	Affordable Housing
	Target Area	Marion County
	Goals Supported	HOME Housing/Construction/Acquisition/ Rehab
	Needs Addressed	Affordable Housing
	Funding	HOME: $565,040.00
	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	9/30/2031

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	Estimate the number and type of families that will benefit from the proposed activities	TBD
	Location Description	Project will be undertaken throughout Marion County
	Planned Activities	Ocala Housing Authority - Prosper Villas Project, TBD
7	**Project Name**	2025 Marion County ESG
	Target Area	Marion County
	Goals Supported	Street Outreach/Supportive Services Rapid Rehousing Administration
	Needs Addressed	End Homelessness
	Funding	ESG: $190,774.00
	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

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	Target Date	9/30/2028
	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: $14,308; Street outreach allocation: $100,000; Homeless prevention allocation: $76,466
8	**Project Name**	CDBG Adminstration
	Target Area	Marion County
	Goals Supported	Administration
	Needs Addressed	Affordable Housing End Homelessness Community Development Economic Development
	Funding	CDBG: $434,607.00
	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	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	Marion County
	Planned Activities	Adminstrative vosts associated with CDBG activities
9	**Project Name**	HOME Administration
	Target Area	Marion County

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	Goals Supported	Administration
	Needs Addressed	Affordable Housing End Homelessness Community Development Economic Development
	Funding	HOME: $89,155.00
	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	9/30/2028
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	Marion County
	Planned Activities	Adminstrative costs associated with HOME activities

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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.

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Affordable Housing

AP-55 Affordable Housing - 91.420, 91.220(g)

Introduction

According to a recent Florida SHIP Local Housing Assistance Plan (2022–2025), 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

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 $75,000.00, may be used to assist the homebuyer with down payments.

Rental assistance should go to income-eligible households who can pay ongoing rent and utilities but do not have the resources to pay the first month's rent, last month's rent, and deposits or utilities arrearages necessary to attain affordable rental housing. This strategy will also provide rental assistance to those who are homeless or are fleeing domestic violence. Maximum assistance is six months, to include the payment of the first month's rent, last month's rent, deposit, utilities, and arrearages.

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—currently constructing 59 supportive units with a planned second phase—demonstrating a strategic, collaborative approach to growing an inclusive and resilient community

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AP-60 Public Housing - 91.420, 91.220(h)

Introduction

The OHA is the active PHA in Marion County. The OHA, a certified HUD Housing Counseling Agency, manages and provides subsidized housing to 185 families through the public housing and PSH programs and manages 48 affordable units scattered throughout Marion County. The OHA serves approximately 1,523 HCV participants who utilize their vouchers through several different mainstream and specialty voucher programs: HCV Homeownership Vouchers, VASH vouchers, EHV, and FUP voucher assistance.

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 the local housing authorities on activities by request, and the County has contributed to safe and sound public housing, as well as the provision of recreational and other social accommodations. The County's policy, however, is not to substitute CDBG funds for funds that are available to OHA through other federal programs.

OHA provides rental assistance to over 1,700 families and manages 185 affordable rental units scattered throughout the county. OHA is the only agency in the County to receive HCV ("Section 8") program funding. The purpose of the HCV and public housing programs is to promote adequate and affordable housing, economic opportunities, and a suitable living environment free from discrimination. Rents associated with the federal developments are in accordance with HUD regulations and participants pay 30 percent of the total income of the household. This is monitored through an annual income verification to determine any income and household composition changes. Eligible applicants are those whose income is within the limits as determined by HUD.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

OHA is a HUD-certified housing counseling agency. OHA provides homeownership, foreclosure, credit repair, and rental housing counseling. The agency also provides information on how to become a homeowner, fair housing rights, credit counseling, and foreclosure prevention. OHA also provides

counseling services on the following:

- Home improvement and rehabilitation counseling.
- Homebuyer education programs.
- Loss mitigation.
- Marketing and outreach initiatives.
- Money debt management.
- Mortgage delinquency and default resolution counseling.
- Post-purchase counseling.

OHA operates several different programs that support residents' paths toward homeownership. For those residents who desire to pursue homeownership, OHA's Homebuyer's Club provides education and support in monthly classes held at OHA's main office on topics such as:

- Credit repair.
- Budgeting.
- Mortgage search.
- Realtor roles and responsibilities.
- Buyers' rights.

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

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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

Over the next year), Marion County will continue to build and maintain a systematic response to homelessness, utilizing the following goals to guide all actions to progress:

1. Build BoG membership and engagement through member orientation content created to educate incoming leadership on the history of CoC FL-514, including an overview of the regulatory responsibilities, program components, and more.
2. Organize and deliver services more effectively through the expansion of outreach services with County entitlement grant dollars, the implementation of diversion practices through CoC and County entitlement grant dollars and system-wide training of the program's eligible uses, case management expansion, and a central access point via low-barrier day-center.
3. Expand coordination and partnership of supportive services at the local level by strengthening local partnerships amongst supportive service providers and mandatory use of coordinated entry procedures for services to ensure collaborative case management.
4. Educate CoC membership on the local need for PSH and fund scattered-site leasing and subsidized affordable housing development projects for long-term households with disabilities.
5. Continue the campaign to 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, not unlike other places in Florida, there is an immediate need for emergency and transitional housing for these persons, and it is very limited. This sometimes results in service providers' utilization of motels for their clients. It should be noted that Marion County, along with other partners within the CoC and BoG, may soon face challenges related to emergency shelter capacity. Recent discussions with The Salvation Army have raised concerns regarding the sustainability of operations at the Marion County Emergency Shelter due to internal financial constraints. At one point, a temporary closure of up to 12 months was under consideration. While the shelter remains open through the Labor Day holiday, ongoing coordination efforts among The Salvation Army leadership and community partners are focused on identifying viable solutions to maintain operations and minimize disruption for current residentsuture opportunities for expanded shelter services in the southern area of the county are being considered.

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 United Way's Strong Family program offer intensive financial, job skills, and family dynamics training. Several agencies incorporate ongoing case management for clients receiving rent, rapid re-housing, and homeless prevention assistance. 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, SHIP, and ERA 2 helps low- and very-low income households at risk of homelessness

by supporting local agencies like Interfaith Emergency Services and Brother's Keeper. The Coordinated Entry System, run by the CoC, uses a vulnerability assessment to prioritize homeless individuals and families for rapid rehousing. Rapid rehousing is provided by agencies such as Interfaith Emergency Services, Shepherd's Lighthouse, and Saving Mercy.

Discussion

N/A

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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 and other forms of systemic discrimination, the aftermath of the foreclosure and financial crises, and the concentration of indicators of low opportunity and of health risks in neighborhoods of color 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 Shelter; 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, a listing of every known homeless individual and family in Marion County. The assessor attempts to match the highest scoring household which most closely matches an agency's target population. Each agency receiving a name off the list is asked to update HMIS and send the assessor the results of any referrals.

Case conferencing 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. Street outreach activities are intended to expand outreach and services to homeless persons. Homelessness 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 in 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.

N/A

DRAFT

DRAFT

OMB Number: 4040-0004
Expiration Date: 11/30/2025

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received: 07/15/2025

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: MARION COUNTY BOARD OF COUNTY COMMISSIONERS

* b. Employer/Taxpayer Identification Number (EIN/TIN): 59-6000735

* c. UEI: KHD3TN15Y333

d. Address:

* Street1: 2710 E SILVER SPRINGS BLVD
Street2:
* City: OCALA
County/Parish:
* State: FL: Florida
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 34470-0001

e. Organizational Unit:

Department Name: COMMUNITY SERVICES

Division Name: PUBLIC SERVICE

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mrs.
* First Name: CHERYL
Middle Name:
* Last Name: BUTLER
Suffix:

Title: DIRECTOR, COMMUNITY SERVICES DEPARTMENT

Organizational Affiliation: MARION COUNTY BOARD OF COUNTY COMMISSIONERS

* Telephone Number: 352-671-8770
Fax Number:

* Email: CHERYL.BUTLER@MARIONFL.ORG

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

11. Assistance Listing Number:

14.218

Assistance Listing Title:

COMMUNITY DEVELOPMENT BLOCK GRANTS/ENTITLEMENT GRANTS

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

HOUSING AND NON-HOUSING COMMUNITY DEVELOPMENT PROJECTS IDENTIFIED IN THE 2024-2028 FIVE-YEAR CONSOLIDATED PLAN.

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: 3,5,6 | * b. Program/Project: 3,5,6

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 10/01/2025 | * b. End Date: 09/30/2026

18. Estimated Funding ($):

* a. Federal	2,173,037.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	2,173,037.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: | * First Name: KATHY

Middle Name:

* Last Name: BRYANT

Suffix:

* Title: CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

* Telephone Number: 352-438-2323 | Fax Number:

* Email: KATHY.BRYANT@MARIONFL.ORG

* Signature of Authorized Representative: | * Date Signed:

OMB Number: 4040-0004
Expiration Date: 11/30/2025

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received: 07/15/2025

4. Applicant Identifier: MARION COUNTY CONSORTIUM

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: MARION COUNTY BOARD OF COUNTY COMMISSIONERS

* b. Employer/Taxpayer Identification Number (EIN/TIN): 59-6000735

* c. UEI: KHD3TN15Y333

d. Address:

* Street1: 2710 E SILVER SPRINGS BLVD
Street2:
* City: OCALA
County/Parish:
* State: FL: Florida
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 34470-0001

e. Organizational Unit:

Department Name: COMMUNITY SERVICES

Division Name: PUBLIC SERVICE

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mrs.
* First Name: CHERYL
Middle Name:
* Last Name: BUTLER
Suffix:

Title: DIRECTOR, COMMUNITY SERVICES DEPARTMENT

Organizational Affiliation: MARION COUNTY BOARD OF COUNTY COMMISSIONERS

* Telephone Number: 352-671-8770
Fax Number:

* Email: CHERYL.BUTLER@MARIONFL.ORG

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

11. Assistance Listing Number:

14.231

Assistance Listing Title:

EMERGENCY SOLUTIONS GRANT/ENTITLEMENT GRANTS

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

HOMELESS HOUSING AND SERVICE PROJECTS IDENTIFIED IN THE 2024-2028 FIVE-YEAR CONSOLIDATED PLAN.

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: 3,5,6 | * b. Program/Project: 3,5,6

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 10/01/2025 | * b. End Date: 09/30/2026

18. Estimated Funding ($):

* a. Federal	190,774.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	190,774.00

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☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

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* Last Name: BRYANT

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* Email: KATHY.BRYANT@MARIONFL.ORG

* Signature of Authorized Representative: | * Date Signed:

OMB Number: 4040-0004
Expiration Date: 11/30/2025

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received: 07/15/2025

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

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* Telephone Number: 352-671-8770
Fax Number:

* Email: CHERYL.BUTLER@MARIONFL.ORG

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

11. Assistance Listing Number:

14.239

Assistance Listing Title:

HOME INVESTMENT PARTNERSHIPS PROGRAM GRANT/ENTITLEMENT

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

HOUSING PROJECTS IDENTIFIED IN THE 2024-2028 FIVE-YEAR CONSOLIDATED PLAN.

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: 3,5,6 | * b. Program/Project: 3,5,6

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 10/01/2025 | * b. End Date: 09/30/2026

18. Estimated Funding ($):

* a. Federal	891,550.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	891,550.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☒ ** I AGREE

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Authorized Representative:

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Middle Name:

* Last Name: BRYANT

Suffix:

* Title: CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

* Telephone Number: 352-438-2323 | Fax Number:

* Email: KATHY.BRYANT@MARIONFL.ORG

* Signature of Authorized Representative: | * Date Signed:

Applicant and Recipient Assurances and Certifications

U.S. Department of Housing and Urban Development

OMB Number: 2501-0044
Expiration Date: 02/28/2027

Instructions for the HUD-424-B Assurances and Certifications

As part of your application for HUD funding, you, as the official authorized to sign on behalf of your organization or as an individual, must provide the following assurances and certifications, which replace any requirement to submit an SF-424-B or SF-424-D. The Responsible Civil Rights Official has specified this form for use for purposes of general compliance with 24 CFR §§ 1.5, 3.115, 8.50, and 146.25, as applicable. The Responsible Civil Rights Official may require specific civil rights assurances to be furnished consistent with those authorities and will specify the form on which such assurances must be made. A failure to furnish or comply with the civil rights assurances contained in this form may result in the procedures to effect compliance at 24 CFR §§ 1.8, 3.115, 8.57, or 146.39.

By submitting this form, you are stating that all assertions made in this form are true, accurate, and correct.

As the duly representative of the applicant, I certify that the applicant:

*Authorized Representative Name:

Prefix:		*First Name:	KATHY
Middle Name:			
*Last Name:	BRYANT		
Suffix:			

*Title: CHAIRMAN, MARION COUNTY COMMISSION BOARD

*Applicant Organization: MARION COUNTY BOARD OF COUNTY COMMISSIONERS

1. Has the legal authority to apply for Federal assistance, has the institutional, managerial and financial capability (including funds to pay the non-Federal share of program costs) to plan, manage and complete the program as described in the application and the governing body has duly authorized the submission of the application, including these assurances and certifications, and authorized me as the official representative of the application to act in connection with the application and to provide any additional information as may be required.

2. Will administer the grant in compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000(d)) and implementing regulations (24 CFR part 1), which provide that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity that receives Federal financial assistance OR if the applicant is a Federally recognized Indian tribe or its tribally designated housing entity, is subject to the Indian Civil Rights Act (25 U.S.C. 1301-1303).

3. Will administer the grant in compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and implementing regulations at 24 CFR part 8, the American Disabilities Act (42 U.S.C. §§ 12101 et.seq.), and implementing regulations at 28 CFR part 35 or 36, as applicable, and the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) as amended, and implementing regulations at 24 CFR part 146 which together provide that no person in the United States shall, on the grounds of disability or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance; except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

4. Will comply with the Fair Housing Act (42 U.S.C. 3601-19), as amended, and the implementing regulations at 24 CFR part 100, which prohibit discrimination in housing on the basis of race, color, religion, sex, disability, familial status, or national origin and will affirmatively further fair housing; except an applicant which is an Indian tribe or its instrumentality which is excluded by statute from coverage does not make this certification; and further except if the grant program authorizes or limits participation to designated populations, then the applicant will comply with the nondiscrimination requirements within the designated population.

5. Will comply with all applicable Federal nondiscrimination requirements, including those listed at 24 CFR §§ 5.105(a) and 5.106 as applicable.

6. Will not use Federal funding to promote diversity, equity, and inclusion (DEI) mandates, policies, programs, or activities that violate any applicable Federal anti-discrimination laws.

7. Will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601) and implementing regulations at 49 CFR part 24 and, as applicable, Section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(d)) and implementing regulations at 24 CFR part 42, subpart A.

8. Will comply with the environmental requirements of the National Environmental Policy Act (42 U.S.C. 4321 et.seq.) and related Federal authorities prior to the commitment or expenditure of funds for property.

9. That no Federal appropriated funds have been paid, or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of this Federal grant or its extension, renewal, amendment or modification. If funds other than Federal appropriated funds have or will be paid for influencing or attempting to influence the persons listed above, I shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying. I certify that I shall require all subawards at all tiers (including sub-grants and contracts) to similarly certify and disclose accordingly. Federally recognized Indian Tribes and tribally designated housing entities (TDHEs) established by Federally-recognized Indian tribes as a result of the exercise of the tribe's sovereign power are excluded from coverage by the Byrd Amendment, but State-recognized Indian tribes and TDHEs established under State law are not excluded from the statute's coverage.

I/We, the undersigned, certify under penalty of perjury that the information provided above is true, accurate, and correct.

WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802; 24 CFR §28.10(b)(1)(iii)).

*Signature:		*Date:	

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction'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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction’s consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75.

_____ _____

Signature of Authorized Official Date

_____

Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) _____[a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

_____ _____

Signature of Authorized Official Date

_____

Title

OPTIONAL Community Development Block Grant Certification

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

_____ _____

Signature of Authorized Official Date

_____

Title

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

Eligible Activities and Costs -- It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in §92.214.

Subsidy layering -- Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

_____ _____

Signature of Authorized Official Date

_____

Title

Emergency Solutions Grants Certifications

The Emergency Solutions Grants Program recipient certifies that:

Major rehabilitation/conversion/renovation – If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed rehabilitation.

If the cost to convert a building into an emergency shelter exceeds 75 percent of the value of the building after conversion, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 10 years after the date the building is first occupied by a homeless individual or family after the completed conversion.

In all other cases where ESG funds are used for renovation, the recipient will maintain the building as a shelter for homeless individuals and families for a minimum of 3 years after the date the building is first occupied by a homeless individual or family after the completed renovation.

Essential Services and Operating Costs – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the recipient will provide services or shelter to homeless individuals and families for the period during which the ESG assistance is provided, without regard to a particular site or structure, so long the recipient serves the same type of persons (e.g., families with children, unaccompanied youth, disabled individuals, or victims of domestic violence) or persons in the same geographic area.

Renovation – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

Supportive Services – The recipient will assist homeless individuals in obtaining permanent housing, appropriate supportive services (including medical and mental health treatment, victim services, counseling, supervision, and other services essential for achieving independent living), and other Federal State, local, and private assistance available for these individuals.

Matching Funds – The recipient will obtain matching amounts required under 24 CFR 576.201.

Confidentiality – The recipient has established and is implementing procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the ESG program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

Homeless Persons Involvement – To the maximum extent practicable, the recipient will involve, through employment, volunteer services, or otherwise, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the ESG program, in providing services assisted under the ESG program, and in providing services for occupants of facilities assisted under the program.

Consolidated Plan – All activities the recipient undertakes with assistance under ESG are consistent with its consolidated plan.

Discharge Policy – The recipient will establish and implement, to the maximum extent practicable and where appropriate, policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, mental health facilities, foster care or other youth facilities, or correction programs and institutions) in order to prevent this discharge from immediately resulting in homelessness for these persons.

Signature of Authorized Official

Date

Title

Housing Opportunities for Persons With AIDS Certifications

The HOPWA grantee certifies that:

Activities -- Activities funded under the program will meet urgent needs that are not being met by available public and private sources.

Building -- Any building or structure assisted under that program shall be operated for the purpose specified in the consolidated plan:

1. For a period of not less than 10 years in the case of assistance involving new construction, substantial rehabilitation, or acquisition of a facility,

2. For a period of not less than 3 years in the case of assistance involving non-substantial rehabilitation or repair of a building or structure.

_____ _____

Signature of Authorized Official Date

_____

Title

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19920 **Agenda Date:** 8/5/2025 **Agenda No.:** 7.1.1.

SUBJECT:
Request Approval of Resolution Releasing Mineral Rights in Connection With the Sandy Clay, LLC Parcel (Budget Impact - None)

INITIATOR:
Matthew G. Minter, County Attorney

DEPARTMENT:
County Attorney

DESCRIPTION/BACKGROUND:
Marion County (County) previously owned the real property (Property) described as recorded in OR Book 8298, page 28. The County conveyed the Property to Sandy Clay, LLC, a Florida limited liability company (Buyer) pursuant to a Deed recorded in OR Book 8592, page 1750. Pursuant to Section 270.11, Florida Statutes, County was deemed to have reserved certain interests in phosphate, minerals, metals, and petroleum (collectively, the Mineral Rights) in the Property upon the conveyance. Section 270.11(2)(b), Florida Statutes, authorizes a local government to release the Mineral Rights upon petition of the owner of the real property encumbered by such Mineral Rights with a statement of reasons justifying such release. Buyer has provided to County such a statement and the County finds good cause exists to justify the release of the Mineral Rights.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to approve the Resolution Releasing Mineral Rights in connection with the Sandy Clay, LLC Parcel and authorize the Chairman and the Clerk of Court to execute same.

W. JAMES GOODING III
ROBERT W. BATSEL, JR.
ROBERT W. BATSEL
JAMES T. HARTLEY
KENNETH H. MACKAY IV

GOODING & BATSEL
ATTORNEYS AT LAW

1531 SE 36th Avenue
Ocala, Florida 34471
Phone: 352.579.1290
Direct: 352.579.6580
Fax: 352.579.1289
jgooding@lawyersocala.com

April 28, 2025

By Email Only

Steven Cohoon, County Engineer
Guy Minter, County Attorney

RE: Agreement Concerning Exchange of Parcels recorded in OR Book 8298, page 28

Dear Steven and Guy:

As you recall, we closed the above-referenced transaction early in order to accommodate a rezoning request by a proposed purchaser of the property. (As it turns out, the proposed purchaser ended up terminating its contract).

Specifically, we did so before resolution of a couple title issues to which we had objected.

1. An existing plat – My client is in the process of applying to vacate the plat and we are confident that the County will eventually grant.

2. A release of mineral interests – This letter concerns that.

We have attached a proposed resolution pursuant to which the County releases its mineral rights in the DRA it deeded to my client.

The statute requires that we provide you with a statement of reasons justifying the release. Those reasons are as follows:

- The County is not in the business of mining.
- To our knowledge, there are no minerals on the Property.
- The reserved Mineral Rights interfere with our development of the Property.

Please have the Resolution placed on the County Commission Agenda for approval and then have it recorded.

Please let me know if you have any questions.

Sincerely,

GOODING & BATSEL, PLLC

/s/ Jimmy Gooding /s/

W. James Gooding III

WJG/ksh
Attachment: as stated
cc: Client Representatives
P:\JG\Vandeven\Sandy Clay\Corr\Letter to SCohoon and GMinter 4-28-25.docx

This Instrument Prepared by:
W. James Gooding III
Gooding & Batsel, PLLC
1531 SE 36th Avenue
Ocala, FL 34471

A RESOLUTION OF MARION COUNTY, FLORIDA, RELEASING COUNTY'S RESERVED MINERAL RIGHTS IN CERTAIN PROPERTY PREVIOUSLY OWNED BY MARION COUNTY

WHEREAS:

A. Marion County, a political subdivision of the State of Florida ("County") previously owned the real property ("Property") described in the attached **Exhibit A**.

B. County conveyed the Property to Sandy Clay, LLC, a Florida limited liability company ("Buyer") pursuant to a Deed recorded in OR Book 8592, page 1750, public records, Marion County, Florida.

C. Pursuant to Section 270.11, Florida Statutes, County was deemed to have reserved certain interests in phosphate, minerals, metals, and petroleum (collectively, the "Mineral Rights") in the Property upon the conveyance.

D. Section 270.11(2)(b), Florida Statutes, authorizes a local government to release the Mineral Rights upon petition of the owner of the real property encumbered by such Mineral Rights with a statement of reasons justifying such release.

E. Buyer has provided to County such a statement.

F. The County finds good cause exists to justify the release of the Mineral Rights.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, in regular session as follows:

1. The County hereby releases County's Mineral Rights in the Property.

2. The Clerk of the Court is directed to record a certified copy of this Resolution in the Public Records of Marion County, Florida.

THIS RESOLUTION is dated the _____ day of _____, 2025.

COUNTY

MARION COUNTY, FLORIDA, a political subdivision of the State of Florida, by its Board of County Commissioners

By: _____
Kathy Bryant as Chair

ATTEST:

_____
Gregory C. Harrell, Clerk of Court and Comptroller

For use and reliance of Marion County only, approved as to form and legal sufficiency:

_____
Matthew Guy Minter, County Attorney

EXHIBIT A

The Land referred to herein below is situated in the County of MARION, State of Florida, and is described as follows:

A PORTION OF BLOCK 9, LINE STREET, AND MYRTLE STREET OF DANBURY, AS PLAT THEREOF RECORDED IN PLAT BOOK A, PAGE 3, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA BEING IN SECTIONS 28 AND 29, TOWNSHIP 16 SOUTH, RANGE 23 EAST, MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED:

COMMENCE AT THE N.W. CORNER OF THE S.W. 1/4 OF SAID SECTION 28, TOWNSHIP 16 SOUTH, RANGE 23 EAST; THENCE ALONG THE NORTH LINE OF SAID S.W. 1/4 OF SECTION 28, N.89°46'58"E, 88.59 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTH LINE, ALONG THE EASTERLY BOUNDARY LINE OF S.E. 92 LOOP PER RIGHT OF WAY MONUMENTATION MAP, PROJECT 50556, FILE 50556102, MARION COUNTY, TRANSPORTATION DEPARTMENT, THE FOLLOWING TWO (2) COURSES: (1) S.00°29'02"W., 1,091.34 FEET; (2) THENCE S.32°49'11"E, 62.88 FEET; THENCE DEPARTING SAID EASTERLY BOUNDARY, N.46°41'20"W., 1,713.64 FEET TO THE NORTHERLY BOUNDARY LINE OF THE AFOREMENTIONED S.E. 92 LOOP RIGHT OF WAY; THENCE ALONG SAID NORTHERLY AND EASTERLY RIGHT OF WAY THE FOLLOWING THREE (3) COURSES: (1) S.64°47'54"E, 47.67 FEET; (2) THENCE N. 89°53'22"E, 1,178.75 FEET; (3) THENCE S.00°43'22"E., 13.32 FEET TO THE POINT OF BEGINNING.

P:\JG\Vandeven\Sandy Clay\Closing Docs\Post-Closing\Resolution Releasing Mineral Rights.docx

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19835 **Agenda Date:** 8/5/2025 **Agenda No.:** 7.2.1.

SUBJECT:
Request Approval of First Amendment Marion County Standard Professional Services Agreement Emergency Rental Assistance 2 Program Between Marion County and Catholic Charities of Central Florida, Inc. d/b/a Blessed Trinity Catholic Church Brother's Keeper (Budget Impact - Neutral; not to exceed $250,000)

INITIATOR:
Cheryl Butler, Director

DEPARTMENT:
Community Services

DESCRIPTION/BACKGROUND:
On March 11, 2021, the U.S. Department of the Treasury created the Emergency Rental Assistance 2 (ERA2) Grant Fund to support rental assistance and prevent homelessness.

On April 15, 2025, the Board of County Commissioners awarded $350,000 in ERA2 funding to Brother's Keeper for the provision of emergency housing services. The agency is currently assisting approximately 26 families per month through rental assistance.

Staff recommends approval of an amendment to increase Brother's Keeper's ERA2 allocation by $250,000, bringing the total award to $600,000. Based on the agency's performance and demonstrated need, the additional funding is projected to support a total of approximately 130 families or individuals.

The amendment also includes the following provisions:

- An upfront advancement of funds to support immediate service delivery.
- Authorization for the County Administrator to approve reallocation of ERA2 funds among subrecipient agencies, based on recommendations provided by the Community Services Director, to ensure full expenditure by the federal deadline of September 30, 2025.

BUDGET/IMPACT:
Neutral, not to exceed $250,000.

RECOMMENDED ACTION:
Motion to approve and authorize the Chairman and Clerk to execute all necessary documents associated with this First Amendment between Marion County and Brother's Keeper.

RECEIVED
JUL 16 2025
COMMUNITY SERVICES

LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Lambcke (Last) Deborah (First) (Dept) Community Services - 5220

(Title) Client Service Specialist (Phone) 352-671-8782

Signature Deborah Lambcke Date Friday, July 11, 2025

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for: ☑ New Document ☑ Review & Comment ☐ RESUBMIT LRM No. _____
☑ Approve as to Form ☐ Other

Description of Request

Please review and approve as to form the attached "First Amendment to Marion County Standard Professional Services Agreement Emergency Rental Assistance 2 (ERA 2)" between Marion County and the Catholic Charities of Central Florida, Inc. d/b/a Blessed Trinity Catholic Church Brother's Keeper. This agreement reflects an increase in funding in the amount of $250,000.00 to provide additional rental assistance to the community, bringing the total award amount to $600,000.00.

For more information or discussion, contact: ☑ Same as above

(Name) _____ (Last) _____ (First) (Title) _____ (Phone) _____

Agenda Item? ☑ Yes ☐ No Agenda Date: Tuesday, August 5, 2025

Agenda Deadline Date for **Legal:** Thursday, July 3, 2025 Agenda Deadline Date for **Admin:** Thursday, July 17, 2025

Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2025-633

Assigned to: ☐ Matthew Guy Minter, County Attorney ☐ Dana E. Olesky, Chief Asst. County Attorney ☑ Thomas Schwartz Asst. County Attorney ☐ Valdoston Shealey Asst. County Attorney

Outcome: Date Received:

☐ Approved as to form and legal sufficiency
☑ Approved with revisions: ☐ Suggested ☑ Completed
☐ Other:

RECEIVED
By Marion County Attorney- AT at 10:28 am, Jul 15, 2025

Attorney Signature: _____ Date 7/15/25

Staff Signature: Ashlyn Funk (Completed) Date: 7/15/25 Returned: ☑ Department ☐ Admin ☐ _____

Rev 11/22/2023

FIRST AMENDMENT MARION COUNTY
STANDARD PROFESSIONAL SERVICES AGREEMENT
EMERGENCY RENTAL ASSISTANCE 2 PROGRAM (ERA2)

THIS FIRST AMENDMENT MARION COUNTY STANDARD PROFESSIONAL SERVICES AGREEMENT (the "Agreement"), made and entered into by and between Marion County, a political subdivision of the State of Florida, (hereinafter called the "COUNTY"), and **CATHOLIC CHARITIES OF CENTRAL FLORIDA, INC. D/B/A BLESSED TRINITY CATHOLIC CHURCH BROTHER'S KEEPER,** whose corporate address is: 819 N. Semoran Blvd., Orlando, FL 32807 d/b/a 5 S.E. 17th Street, Ocala, FL 34471, a municipal corporation organized under the laws of the state of Florida (hereinafter called the SUBRECIPIENT).

W I T N E S S E T H:

WHEREAS, Marion County's long-term Emergency Rental Assistance 2 project goal is to prevent further instances of homelessness and reduce the number of those currently experiencing literal homelessness, by providing financial assistance to those at-risk, or currently experiencing homelessness, principally for persons of low (majority of 50% of Area Median Income, or below) and moderate income (minority of 80% of Area Median Income); and

WHEREAS, on April 15th, 2025 the parties entered into a MARION COUNTY STANDARD PROFESSIONAL SERVICES AGREEMENT (the "Agreement") whereby the COUNTY provides grant funds under the Emergency Rental Assistance 2 (ERA2) Program, furthering the County's Community Outreach goal; and

WHEREAS, the COUNTY and the SUBRECIPIENT desire to **amend** the agreement to reflect an increase in ERA2 funding to cover all associated costs 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.** SUBRECIPIENT and the COUNTY mutually agree to abide by the Standard Terms, Scope of Services, Budget, H.R. 1319-51 Subtitle B, Section 3201 and any applicable cross-cutting federal regulations which are attached to this agreement as set forth in ***Exhibit A, Exhibit B***, and ***Exhibit C***.

   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 TREASURY.

2. **AMENDED FUNDING.** The Parties mutually agree to abide by the amended Funding and Scope of Work attached hereto as ***Exhibit B*** and income qualifications as outlined in ***Exhibit C***. COUNTY agrees to reimburse the SUBRECIPIENT for the Project's allowable costs, not to exceed **Two Hundred Fifty Thousand, Dollars and Zero Cents ($250,000.00)** as detailed in ***Exhibit B***. The FAIN No. is **ERAE0104** with the award date of May 11, 2021, respectively, and an ALN (Assistance Listing Number) # of: 21.023. The award is not R&D. No indirect costs are anticipated; however, the indirect cost rate for the Federal award shall be the de minimis rate of 10% of modified total direct costs in accordance with 2 CFR § 200.414. Additionally, the total amount of funds that have been obligated to the SUBRECIPIENT by COUNTY is: **$600,000.00.**

3. **ADVANCE PAYMENT.** SUBRECIPIENT shall submit "Advance Payment" requests to COUNTY in accordance with the same guidelines and requirements set forth in the original agreement for reimbursements, including the submission of supporting documentation. Should SUBRECIPIENT fail to submit adequate supporting documentation with any advance payment request, as required by COUNTY in a timely manner, COUNTY may disapprove the request.

a. AUTHORIZATION FOR ADVANCE AGREEMENTS AND REALLOCATIONS. County Administrator and Community Services Director are authorized to execute agreements that include advance payments under the ERA2 Program, as necessary, and to reallocate funds between SUBRECIPIENTS currently under contract.

4. **INFORMATION REQUIRED BY 2 C.F.R. § 200.332.**

A. The SUBRECIPIENT'S name (must match the name associated with its unique entity identifier): **Blessed Trinity Catholic Church Brother's Keeper**

B. The SUBRECIPIENT'S unique entity identifier: **ZYMDANBFBVM7**

C. Federal Award Date of the award to the County: **May 11, 2021**

D. Subaward Period of Performance Start and End Date: The Subaward period of performance shall begin on: **January 1, 2025, and shall end on September 30, 2025,** unless terminated earlier in accordance with the provisions of this Agreement.

E. Subaward Budget Period Start and End Date: The Subaward budget period shall begin on: January 1, 2021, and shall end on September 30, 2025.

F. **Amended:** Amount of Federal Funds Obligated by this Agreement by the COUNTY to the SUBRECIPIENT increased by: **Two Hundred Fifty Thousand Dollars and Zero Cents ($250,000.00), to be provided as an upfront advancement.**

G. **Amended:** Total Amount of the Federal Award committed to the SUBRECEPIENT by the COUNTY: **Six Hundred Thousand Dollars and Zero Cents ($600,000.00)**

H. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act ("FFATA"): Brother's Keeper identifies individuals who are homeless or at risk of homelessness who contact them. They also utilize the Human Management Information System (HMIS) and the Coordinated Entry system, as necessary, that spans Marion County to allow other providers to be aware of their services in order to allow a Case Manager to complete necessary wrap-around services.

I. 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: Jason Halstead, Executive Director, 320 NW 10th Street, Ocala, FL 34471

J. Additional Assistance Listing Number and Title: (awarded this year)

Grant Type:	Year:	Amount:	ALN#:	Notes:
ERA2	2025	$350,000.00	21.023	Original
ERA2	2025	$250,000.00	21.023	Amendment (advanced)
TOTAL		**$600,000.00**		Total Funds

K. The amended amount made available under this new Federal award and the Assistance Listings Number at time of disbursement is: **Six Hundred Thousand Dollars and Zero Cents ($600,000.00)**
L. This sub-award is a program grant and not for Research and Development.
M. 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, Exhibit B,*** and follow the income qualifications as detailed in ***Exhibit C per the original agreement.***

5. TERM AMENDED: Paragraph 5 of the agreement is hereby amended to read as follows:

TERM. Unless otherwise provided herein or by Supplemental Agreement or Amendment, the provisions of this Agreement will remain in full force and effect through **fourteen (14) 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.

Exhibit B *– Scope of Services and Funding*

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the parties have entered into this Amendment to Agreement by their duly authorized officers on the date of the last signature below.

ATTEST:

Gregory C. Harrell, Clerk Date

MARION COUNTY, FLORIDA, a Political Subdivision of the State of Florida

Chairman Bryant Date

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Matthew Minter, Marion County Attorney

WITNESS:

Print Name: Deborah Zambeta

Address: 2710 E. Silver Springs Blvd Ocala, FL 34470

WITNESS:

Print Name: Jeanelle Wade

Address: 2710 E. Silver Springs Blvd Ocala, FL 34470

Catholic Charities of Central Florida, Inc. D/B/A Trinity Catholic Brother's Keeper

By:

Print Name: Jason Hickson

Title: Executive Director

Date: July 16, 2025

EXHIBIT B

SCOPE OF SERVICES AND BUDGET

SUBRECIPIENT: Catholic Charities of Central Florida, Inc. d/b/a Blessed Trinity Catholic Church Brother's Keeper.

Homeless Prevention and/or Rapid Rehousing

The SUBRECIPIENT will provide Homeless Prevention and/or Rapid Rehousing services to eligible individuals and families in Marion County, focusing on housing stability. With the utilization of ERA 2. project funding will assist with a variety of housing needs, including rental assistance, past-due rent, rental application fees, security deposits, advance payments for last month's rent, utility deposits and payments, moving costs, housing search and placement, case management, mediation, legal services, and credit repair. A key component of the program will be Coordinated Entry (CE), which will help identify and prioritize individuals and families most at risk of homelessness.

This Project qualifies as an ERA 2 Project.

Amended Approved Grant Budget:

ERA 2 funding will be provided up to a maximum of **Six Hundred Thousand Dollars and Zero Cents ($600,000.00).** Any additional costs or overages incurred by SUBRECIPIENT over the maximum grant award shall be the responsibility of SUBRECIPIENT.

Administrative Cost:
SUBRECIPIENT may use funds provided to cover both direct and indirect costs. The total of all administrative costs, whether direct or indirect costs, may not exceed 15 percent of the total amount of the total award.

Reporting Schedule:
As soon as services commence, SUBRECIPIENT will be responsible for monthly reporting of demographic data on clients served for a period of up to nine (9) 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:
Community Services Department will monitor all stages of the Project to ensure compliance with all Federal/TREASURY 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.

EXHIBIT B

Amended Scope of Work and Budget:

Cost Sharing or matching funds are not required to be provided by SUBRECIPIENT.

ERA 2 amended funds budget:

Task	Budgeted Amount	Notes
Homeless Prevention/Rapid Rehousing	$510,000.00	Rental Assistance
Administrative (15%)	$90,000.00	
TOTAL	**$600,000.00**	

Non-ERA2 funds match:

Task	Budgeted Amount	Notes
Not a requirement		
TOTAL:	**N/A**	

Outcome Performance Measures Amended

1. To assist a minimum of two (2) person(s) and/or families each month by working with the Coordinated Entry (CE) referral services application on a monthly basis through the HMIS system that determines priority of placements, and protects the client(s) data as per Florida Statute(s).
   a. Submit HMIS "Referral Report" with monthly Invoices

2. Work to have recipients placed in stabilized housing for more than one (1) year minimum, and provide case monitoring with wrap-around services as necessary.

MARION COUNTY
STANDARD PROFESSIONAL SERVICES AGREEMENT
US DEPARTMENT OF TREASURY
EMERGENCY RENTAL ASSISTANCE 2 PROGRAM (ERA 2)

THIS MARION COUNTY STANDARD PROFESSIONAL SERVICES AGREEMENT (the "Agreement)", made and entered into by and between Marion County, a political subdivision of the State of Florida, (hereinafter called the "COUNTY"), and **CATHOLIC CHARITIES OF CENTRAL FLORIDA, INC. D/B/A/ BLESSED TRINITY CATHOLIC CHURCH OCALA, INC. D/B/A BROTHER'S KEEPER,** whose corporate address is 5 SE 17TH Street, Ocala, Fl 34471, a corporation organized under the laws of the State of Florida, (hereinafter called the "SUBRECIPIENT").

W I T N E S S E T H:

WHEREAS, Marion County's long-term Emergency Rental Assistance 2 Project goal is to prevent further instances of homelessness, by providing financial assistance to those at-risk, or currently experiencing homelessness, principally for persons of low (majority of 50% of Area Median Income, or below) and moderate income (minority of 80% of Area Median Income); and

WHEREAS, the Board of County Commissioners approved the Fiscal Year 2024-2025 Emergency Rental Assistance 2 Program (ERA2) Action Plan furthering the County's Community Outreach goal; and

WHEREAS, Marion County is the recipient of ERA 2 grant funds from the U.S. Department of Treasury (TREASURY); and

WHEREAS, the Marion County Community Services Department (COUNTY) administers the ERA 2 program on behalf of the County; and

WHEREAS, it is necessary for the COUNTY and the SUBRECIPIENT to enter into an Agreement for the implementation of this activity; and

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.** SUBRECIPIENT and the COUNTY mutually agree to abide by the Standard Terms, Scope of Services, Budget, H.R. 1319-51 Subtitle B Section 3201 and the Guidance. SUBRECIPIENT also agrees to comply with any applicable federal statutes, regulations, and executive orders, or all federal regulations which are attached to this agreement as set forth in Exhibit A, Exhibit B, and Exhibit C.

   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 TREASURY.

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 the application for funding in ***Exhibit C***. COUNTY agrees to pay on SUBRECIPIENT'S behalf for the Project's allowable costs, not to exceed **Three Hundred Fifty Thousand Dollars and Zero Cents ($350,000.00)** as detailed in ***Exhibit B***. The SUBRECIPIENT'S FAIN # is: ERAE0104, with the award date of: May 11, 2021, and an ALN of: 21.023. The award is not R&D. No indirect costs are anticipated; however, the indirect cost rate for the Federal award shall be the de minimis rate of 10% of modified total direct costs in accordance with 2 CFR § 200.414. Additionally, the total amount of funds that have been obligated to the SUBRECIPIENT by COUNTY is **$350,000.00**.

3. **INFORMATION REQUIRED BY 2 C.F.R. § 200.332.**
   A. The SUBRECIPIENT'S name (must match the name associated with its unique entity identifier): **Blessed Trinity Catholic Church Brother's Keeper**
   B. The SUBRECIPIENT'S unique entity identifier: ZYMDANBFBVM7
   C. Federal Award Date of the award to the County: May 11, 2021
   D. Subaward Period of Performance Start and End Date: The Subaward period of performance shall begin on **January 1, 2025** and shall end on **September 30, 2025**, unless terminated earlier in accordance with the provisions of this Agreement.
   E. Subaward Budget Period Start and End Date: The Subaward budget period shall begin on **January 1, 2025** and shall end on **September 30, 2025**.
   F. Amount of Federal Funds Obligated by this Agreement by the COUNTY to the SUBRECEPIENT: **Three Hundred Fifty Thousand Dollars and Zero Cents ($350,000.00).**
   G. Total Amount of Federal Funds Obligated by the COUNTY to the SUBRECIPIENT, including the amounts in this Agreement: **Three Hundred Fifty Thousand Dollars and Zero Cents ($350,000.00).**
   H. Total Amount of the Federal Award committed to the SUBRECIPIENT'S by the COUNTY: **Three Hundred Fifty Thousand Dollars and Zero Cents ($350,000.00).**
   I. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act ("FFATA"): The SUBRECIPIENT offers affordable housing for individuals and/or families of low to moderate income and to provide comprehensive case management services under the programs for rapid rehousing and homeless prevention.
   J. Contact information:
      - Name of Federal Awarding Agency and Contact Information: U.S. Department of Treasury, 1500 Pennsylvania Avenue, NW, Washington D.C. 20220
      - Contact Information for the County: Cheryl Martin, Director, Marion County Community Services, 2710 East Silver Springs Blvd., Ocala, Florida 34470
      - Contact Information for the SUBRECIPIENT: Jason Halstead, Executive Director of Brother's Keeper, Operations Office, 320 NW 10th Street, Ocala, FL 34475
   K. Additional Assistance Listing Number and Title: (awarded and closed)

Grant Type:	Year:	Amount:	ALN#:	Notes:
HESG	2024-2025	$62,695.13	14.231	Homeless Prevention-Closed

L. The amount made available under the Federal award and the Assistance Listings Number at time of disbursement is: **Three Hundred Fifty Thousand Dollars and Zero Cents. ($350,000.00)**.

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 COUNTY does hereby retain the SUBRECIPIENT to furnish certain services as detailed in the attached exhibits, attached hereto and made a part hereof and in connection with the ERA 2 program. SUBRECIPIENT and COUNTY mutually agree to furnish, each to the other, the respective services, information and items as described in the attached exhibits.

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 **September 30, 2025.** The term of performance under this Agreement for the services shall commence upon execution of this Agreement. SUBRECIPIENT shall not incur any obligations to be paid with the funding from this award after such period of performance ends.

6. **INSURANCE.** The SUBRECIPIENT will maintain comprehensive general liability insurance, property and casualty or builder's risk insurance, Workers' Compensation 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. **SUBAGREEMENTS.** Sub-Agreement(s) are authorized under this Agreement in accordance with provisions set forth in ***Exhibit A*** hereto.

9. **MISCELLANEOUS.**

A. This project must comply with the compliance requirements of Section 3201 and the Guidance as outlined, and in accordance with 24 CFR § 92 and 2 CFR § 200, including the applicable uniform requirements as described in 24 CFR § 570.502

B. Reference in this Agreement to "Director" will mean the Community Services Department Director.

C. SUBRECIPIENT understands and agrees that the funds disbursed under this award may only be used for the purposes set forth in subsection (d) of section 3201 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021) ("Section 3201") and any guidance issued by Treasury regarding the Emergency Renal Assistance program established under Section 3201 (the "Guidance").

D. SUBRECIPIENT agrees to permit eligible households (as defined in Section 3201(f)(2)) to submit applications for financial assistance directly to SUBRECIPIENT, and to receive financial assistance directly from SUBRECIPIENT, under programs established by SUBRECIPIENT using funds disbursed under this award. SUBRECIPIENT may make

payments to a landlord or utility provider on behalf of an eligible household, but if the landlord or utility provider does not agree to accept such payment after SUBRECIMPENT makes reasonable efforts to obtain its cooperation, SUBRECIPIENT must make such payments directly to the eligible household for the purpose of making payments to the landlord or utility provider.

E. SUBRECIPIENT understands that false statements or claims made in connection with this award is a violation of federal criminal law and may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

F. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein.

Exhibit A – Standard Terms
Exhibit B – Scope of Services and Budget
Exhibit C – Income Limit Chart and Self Certification

(Remainder of page intentionally left blank. Signature page follows.)

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

ATTEST:

Gregory C. Harrell, Clerk — 4/15/2025 Date

MARION COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

Chairman Bryant — 4/15/2025 Date

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

For: Matthew Minter, Marion County Attorney — 3/31/25 Date

CATHOLIC CHARITIES OF CENTRAL FLORIDA, INC. D/B/A BLESSED TRINITY CATHOLIC CHURCH BROTHER'S KEEPER

WITNESS:

Print Name: Deborah Lambcke

Address: 2710 E. Silv. Spgs. Blvd. Ocala, FL 34470

By:

Print Name: JASON HALSTEAD

Title: EXECUTIVE DIRECTOR

Date: APRIL 1 2025

WITNESS:

Print Name: Jeanelle Wade

Address: 2710 E. Silver Spgs Blvd. Ocala, FL 34470

STANDARD TERMS
EMERGENCY RENTAL ASSISTANCE 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)

(X) 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.

( ) 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 the 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 COUNTY.

B. SUBRECIPIENT shall maintain all records and financial documents sufficient to support compliance with Section 3201, Emergency Rental Assistance, and the Guidance.

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 Department of Treasury 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. SUBRECIPIENT acknowledges that any such information required to be reported pursuant to this section may be publicly disclosed.

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 TREASURY 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 **Three Hundred Fifty Thousand Dollars and Zero Cents ($350,000.00)** 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 COUNTY.

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 TREASURY. SUBRECIPIENT agrees that in the event that any grant is reduced or withheld by TREASURY, COUNTY shall not be liable for payment of contracted services remaining unfunded by said reduced or withheld grant. In the event that TREASURY 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.

G. Any funds paid to SUBRECIPIENT (1) in excess of the amount to which SUBRECIPIENT is finally determined to be authorized to retain under the terms of this award; or (2) that are determined by the Treasury Office of Inspector General to have been misused shall constitute a debt to the federal government.

H. Any debts determined to be owed the federal government must be paid promptly by SUBRECIPIENT. A debt is delinquent if it has not been paid by the date specified in TREASURY's initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. TREASURY will refer any debt that is more than 180 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.

I. Penalties on any debts shall accrue at a rate of not more than 6 percent per year or such other higher rate as authorized by law. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by TREASURY.

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 the 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 workers' 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. **Workers' 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 ERA 2 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 F of the regulations, incorporated herein by reference. Further, SUBRECIPIENT will comply with all terms of this Agreement and COUNTY requirements. Since COUNTY is responsible for its programs, 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 TREASURY 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. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, other than such provisions as TREASURY may determine are inapplicable to this award and subject to such exceptions as may be otherwise provided by TREASURY. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to 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. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 CFR Part 180 including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, Subpart B) that the award is subject to CFR Part 180 and TREASURY's implementing regulation at 31 CFR Part 19.

L. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 CFR Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

M. 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.

N. 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;

O. 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 3 729(b)(4) of title 31, United States Code;

P. SUBRECIPIENT certifies that it does not operate any programs promoting diversity, equity an inclusion that violate any applicable Federal anti-discrimination laws;

Q. SUBRECIPIENT shall not use any Grant Funds to fund or promote elective abortions, as required by E.0. 14182, Enforcing the Hyde Amendment; and

R. 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.

S. 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.

T. 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.

U. 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.

V. 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 RFA, 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. Conflict of Interest: 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 ERA 2 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 an ERA 2 assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to an ERA 2 assisted activity or with respect to the proceeds of the ERA 2 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. Religious Activities. SUBRECIPIENT agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 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 the TREASURY 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 to be in compliance with Appendix A, 2 CFR 25 in relation to this award and to which award term is hereby incorporated by reference.

H. 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.

I. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the TREASURY."

J. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 8, 1997), SUBRECIPIENT should and should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

K. Pursuant to Executive Order 13513, 74 FR 51225 (Oct 1, 2009), SUBRECIPIENT should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and SUBRECIPIENT should establish workplace safety policies to decrease accidents caused by distracted drivers.

9. PROTECTIONS FOR WHISTLEBLOWERS

A. In accordance with 41 U.S.C. § 4712, SUBRECIPIENT may not discharge, emote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or g rant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

B. The list of persons and entities reference in the paragraph above includes the following:

1. A member of Congress or a representative of a committee of Congress;
2. An Inspector General;
3. The Government Accountability Office;
4. A TREASURY employee responsible for contract or grant oversight or management;
5. An authorized official of the Department of Justice or other law enforcement agency;
6. A court or grand jury; and/or
7. A management official or other employee of Recipient, SUBRECIPIENT, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

C. SUBRECIPIENT shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

10. 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 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 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 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 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.

C. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

D. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving or benefitting from federal assistance.

E. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

F. Title II of the Americans with Disability Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

11. DISCLAIMER

A. The United States, and Marion County, expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of SUBRECIPIENT or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

B. The acceptance of this award by SUBRECIPIENT does not in any way constitute an agency relationship between the United States, Marion County and SUBRECIPIENT.

SCOPE OF SERVICES AND BUDGET

SUBRECIPIENT: Catholic Charities of Central Florida, Inc. d/b/a Blessed Trinity Catholic Church Brother's Keeper

Homeless Prevention and/or Rapid Rehousing

The SUBRECIPIENT will provide Homeless Prevention and/or Rapid Rehousing services to eligible individuals and families in Marion County, focusing on housing stability. With the utilization of ERA 2. project funding will assist with a variety of housing needs, including rental assistance, past-due rent, rental application fees, security deposits, advance payments for last month's rent, utility deposits and payments, moving costs, housing search and placement, case management, mediation, legal services, and credit repair. A key component of the program will be Coordinated Entry (CE), which will help identify and prioritize individuals and families most at risk of homelessness.

This Project qualifies as an ERA 2 Project.

Approved Grant Budget:

ERA 2 funding will be provided up to a maximum of **Three Hundred Fifty Thousand Dollars and Zero Cents ($350,000.00).** Any additional costs or overages incurred by SUBRECIPIENT over the maximum grant award shall be the responsibility of SUBRECIPIENT.

Administrative Cost:
SUBRECIPIENT may use funds provided to cover both direct and indirect costs. The total of all administrative costs, whether direct or indirect costs, may not exceed 15 percent of the total amount of the total award.

Reporting Schedule:
As soon as services commence, SUBRECIPIENT will be responsible for monthly reporting of demographic data on clients served for a period of up to nine (9) 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:
Community Services Department will monitor all stages of the Project to ensure compliance with all Federal/TREASURY 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:

Cost Sharing or matching funds are not required to be provided by SUBRECIPIENT.

ERA 2 funds budget:

Task	Budgeted Amount	Notes
Homeless Prevention/Rapid Rehousing	$297,500.00	Rental Assistance
Administrative (15%)	$52,500.00	
TOTAL	**$350,000.00**	

Non-ERA2 funds match:

Task	Budgeted Amount	Notes
Not a requirement		
TOTAL:	**N/A**	

Outcome Performance Measures

1. To assist a minimum of two (2) person(s) and/or families each month by working with the Coordinated Entry (CE) referral services application on a monthly basis through the HMIS system that determines priority of placements, and protects the client(s) data as per Florida Statute(s).

2. Work to have recipients placed in stabilized housing for more than one (1) year minimum, and provide case monitoring with wrap-around services as necessary.

EXHIBIT C

CHART OF INCOME REQUIREMENTS

MARION COUNTY, FLORIDA INCOME LIMITS ADJUSTED TO FAMILY SIZE 2024			
Median Income: $73,700 Household Size	30%	50%	80%
1 PERSON	$15,200.00	$25,350.00	$40,500.00
2 PERSON	$20,440.00	$28,950.00	$46,300.00
3 PERSON	$25,820.00	$32,550.00	$52,100.00
4 PERSON	$31,200.00	$36,150.00	$57,850.00
5 PERSON	$36,580.00	$39,050.00	$62,500.00
6 PERSON	$41,950.00	$41,950.00	$67,150.00
7 PERSON	$44,850.00	$44,850.00	$71,750.00
8 PERSON	$47,750.00	$47,750.00	$76,400.00
			HUD eff. 4/1/2024

EXHIBIT C

MARION COUNTY COMMUNITY SERVICES COMMUNITY
EMERGENCY RENTAL ASSISTANCE 2
SELF-CERTIFICATION FORM FOR 2024

Information on annual family income is required to determine client eligibility for public services funded by Marion County through the Emergency Rental Assistance 2 (ERA 2) 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 circling the appropriate 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.

2024 ERA 2 Income Guidelines – Circle the appropriate box:

Family Size	Group 1 - 30%	Group 2 - 50%	Group 3 - 80%
1 Person	$0 - $15,200	$15,201 - $25,350	$25,351 - $40,500
2 Person	$0 - $20,440	$20,441 - $28,950	$28,951 - $46,300
3 Person	$0 - $25,820	$25,821 – $32,550	$32,551 - $52,100
4 Person	$0 - $31,200	$31,201 - $36,150	$36,151 - $57,850
5 Person	$0 - $36,580	$36,581 - $39,050	$39,051 - $62,500
6 Person	$0 - $41,950	$41,950 - $41,950	$41,951 - $67,150
7 Person	$0 - $44,850	$44,850 - $44,850	$44,851 - $71,750
8 Person	$0 - $47,750	$47,750 - $47,750	$47,751 - $76,400

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 8 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 & 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 the Marion County. I further acknowledge that eligibility for services funded through the ERA2 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): _____ Date: _____

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.: 2025-19834 **Agenda Date:** 8/5/2025 **Agenda No.:** 7.2.2.

SUBJECT:
Request Approval of First Amendment Marion County Standard Professional Services Agreement Emergency Rental Assistance 2 Program Between Marion County and Neighborhood Housing & Development Corporation (Budget Impact - Neutral; not to exceed $250,000)

INITIATOR:
Cheryl Butler, Director

DEPARTMENT:
Community Services

DESCRIPTION/BACKGROUND:
On March 11, 2021, the U.S. Department of the Treasury created the Emergency Rental Assistance 2 (ERA2) Grant Fund to support rental assistance and prevent homelessness.

On April 15, 2025, the Board of County Commissioners awarded $150,000 in ERA2 funding to Neighborhood Housing and Development Corporation (NHDC) for the provision of emergency housing services. The agency is currently assisting approximately 25 families per month through rental assistance.

Staff recommends approval of an amendment to increase NHDC's ERA2 allocation by $ 250,000, bringing the total award to $400,000. Based on the agency's performance and demonstrated need, the additional funding is projected to support a total of approximately 130 families or individuals.

The amendment also includes the following provisions:

- An upfront advancement of funds to support immediate service delivery.
- Authorization for the County Administrator to approve reallocation of ERA2 funds among subrecipient agencies, based on recommendations provided by the Community Services Director, to ensure full expenditure by the federal deadline of September 30, 2025.

BUDGET/IMPACT:
Neutral, not to exceed $250,000.

RECOMMENDED ACTION:
Motion to approve and authorize the Chairman and Clerk to execute all necessary documents associated with this First Amendment between Marion County and Neighborhood Housing & Development Corporation.

LEGAL REQUEST MEMORANDUM (LRM)

RECEIVED
JUL 16 2025
COMMUNITY SERVICES

From: (Name) Lambcke (Last) Deborah (First) (Dept) Community Services - 5220

(Title) Client Service Specialist (Phone) 352-671-8782

Signature Deborah Lambcke Date Friday, July 11, 2025

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for: ☑ New Document ☑ Review & Comment ☐ RESUBMIT LRM No. _____
☑ Approve as to Form ☐ Other

Description of Request

Please review and approve as to form the attached "First Amendment to Marion County Standard Professional Services Agreement Emergency Rental Assistance 2 (ERA 2)" between Marion County and Neighborhood Housing & Development Corporation. This agreement reflects an increase in funding in the amount of $250,000.00 to provide additional rental assistance to the community, bringing the total award amount to $400,000.00.

For more information or discussion, contact: ☑ Same as above

(Name) _____ (Last) _____ (First) (Title) _____ (Phone) _____

Agenda Item? ☑ Yes ☐ No Agenda Date: Tuesday, August 5, 2025

Agenda Deadline Date for **Legal:** Thursday, July 3, 2025 Agenda Deadline Date for **Admin:** Thursday, July 17, 2025

Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2025-634

Assigned to: ☐ Matthew Guy Minter, County Attorney ☐ Dana E. Olesky, Chief Asst. County Attorney ☑ Thomas Schwartz Asst. County Attorney ☐ Valdoston Shealey Asst. County Attorney

Outcome: Date Received:

☐ Approved as to form and legal sufficiency
☑ Approved with revisions: ☐ Suggested ☑ Completed
☐ Other:

RECEIVED
By Marion County Attorney- AT at 10:42 am, Jul 15, 2025

Attorney Signature: Thomas A Schwartz Date 7/15/25

Staff Signature: Ashlyn Tuck (Completed) Date: 7/15/25 Returned: ☑ Department ☐ Admin ☐ _____

Rev 11/22/2023

FIRST AMENDMENT MARION COUNTY
STANDARD PROFESSIONAL SERVICES AGREEMENT
EMERGENCY RENTAL ASSISTANCE 2 PROGRAM (ERA2)

THIS FIRST AMENDMENT MARION COUNTY STANDARD PROFESSIONAL SERVICES AGREEMENT (the "Agreement"), made and entered into by and between Marion County, a political subdivision of the State of Florida, (hereinafter called the "COUNTY"), and **NEIGHBORHOOD HOUSING & DEVELOPMENT CORPORATION,** whose corporate address is: 633 N.W. 8th Avenue, Gainesville, FL 32601 corporation organized under the laws of the state of Florida (hereinafter called the SUBRECIPIENT).

W I T N E S S E T H:

WHEREAS, Marion County's long-term Emergency Rental Assistance 2 project goal is to prevent further instances of homelessness and reduce the number of those currently experiencing literal homelessness, by providing financial assistance to those at-risk, or currently experiencing homelessness, principally for persons of low (majority of 50% of Area Median Income, or below) and moderate income (minority of 80% of Area Median Income); and

WHEREAS, on April 15th, 2025 the parties entered into a MARION COUNTY STANDARD PROFESSIONAL SERVICES AGREEMENT (the "Agreement") whereby the COUNTY provides grant funds under the Emergency Rental Assistance 2 (ERA2) Program, furthering the County's Community Outreach goal; and

WHEREAS, the COUNTY and the SUBRECIPIENT desire to **amend** the agreement to reflect an increase in ERA2 funding to cover all associated costs 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.** SUBRECIPIENT and the COUNTY mutually agree to abide by the Standard Terms, Scope of Services, Budget, H.R. 1319-51 Subtitle B, Section 3201 and any applicable cross-cutting federal regulations which are attached to this agreement as set forth in ***Exhibit A, Exhibit B***, and ***Exhibit C***.

   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 TREASURY.

2. **AMENDED FUNDING.** The Parties mutually agree to abide by the amended Funding and Scope of Work attached hereto as ***Exhibit B*** and income qualifications as outlined in ***Exhibit C***. COUNTY agrees to reimburse the SUBRECIPIENT for the Project's allowable costs, not to exceed **Two Hundred Fifty Thousand, Dollars and Zero Cents ($250,000.00)** as detailed in ***Exhibit B***. The FAIN No. is **ERAE0104** with the award date of May 11, 2021, respectively, and an ALN (Assistance Listing Number) # of: 21.023. The award is not R&D. No indirect costs are anticipated; however, the indirect cost rate for the Federal award shall be the de minimis rate of 10% of modified total direct costs in accordance with 2 CFR § 200.414. Additionally, the total amount of funds that have been obligated to the SUBRECIPIENT by COUNTY is: **$400,000.00.**

3. ADVANCE PAYMENT. SUBRECIPIENT shall submit "Advance Payment" requests to COUNTY in accordance with the same guidelines and requirements set forth in the original agreement for reimbursements, including the submission of supporting documentation. Should SUBRECIPIENT fail to submit adequate supporting documentation with any advance payment request, as required by COUNTY in a timely manner, COUNTY may disapprove the request.

a. AUTHORIZATION FOR ADVANCE AGREEMENTS AND REALLOCATIONS. County Administrator and Community Services Director are authorized to execute agreements that include advance payments under the ERA2 Program, as necessary, and to reallocate funds between SUBRECIPIENTS currently under contract.

4. INFORMATION REQUIRED BY 2 C.F.R. § 200.332.

A. The SUBRECIPIENT'S name (must match the name associated with its unique entity identifier): **Neighborhood Housing & Development Corporation (NHDC)**

B. The SUBRECIPIENT'S unique entity identifier: **DBDALSFXUQS3**

C. Federal Award Date of the award to the County: **May 11, 2021**

D. Subaward Period of Performance Start and End Date: The Subaward period of performance shall begin on: **January 1, 2025, and shall end on September 30, 2025,** unless terminated earlier in accordance with the provisions of this Agreement.

E. Subaward Budget Period Start and End Date: The Subaward budget period shall begin on: January 1, 2021, and shall end on September 30, 2025.

F. **Amended:** Amount of Federal Funds Obligated by this Agreement by the COUNTY to the SUBRECIPIENT increased by: **Two Hundred Fifty Thousand Dollars and Zero Cents ($250,000.00), to be provided as an upfront advancement.**

G. **Amended:** Total Amount of the Federal Award committed to the SUBRECEPIENT by the COUNTY: **Four Hundred Thousand Dollars and Zero Cents ($400,000.00)**

H. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act ("FFATA"): Brother's Keeper identifies individuals who are homeless or at risk of homelessness who contact them. They also utilize the Human Management Information System (HMIS) and the Coordinated Entry system, as necessary, that spans Marion County to allow other providers to be aware of their services in order to allow a Case Manager to complete necessary wrap-around services.

I. 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: Andre Parchment, Executive Director, Satellite Office, 101 East Silver Springs Blvd, Suite 302, Ocala, FL 34470

J. Additional Assistance Listing Number and Title: (awarded this year)

Grant Type:	Year:	Amount:	ALN#:	Notes:
ERA2	2025	$150,000.00	21.023	Original
ERA2	2025	$250,000.00	21.023	Amendment (advanced)
TOTAL		**$400,000.00**		Total Funds

K. The amended amount made available under this new Federal award and the Assistance Listings Number at time of disbursement is: **Four Hundred Thousand Dollars and Zero Cents ($400,000.00)**
L. This sub-award is a program grant and not for Research and Development.
M. 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, Exhibit B,*** and follow the income qualifications as detailed in ***Exhibit C per the original agreement.***

5. TERM AMENDED: Paragraph 5 of the agreement is hereby amended to read as follows:

TERM. Unless otherwise provided herein or by Supplemental Agreement or Amendment, the provisions of this Agreement will remain in full force and effect through **fourteen (14) 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.

Exhibit B *– Scope of Services and Funding*

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the parties have entered into this First Amendment to Agreement by their duly authorized officers on the date of the last signature below.

ATTEST:

Gregory C. Harrell, Clerk Date

MARION COUNTY, FLORIDA, a Political Subdivision of the State of Florida

Chairman Bryant Date

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Matthew Minter, Marion County Attorney

WITNESS:

Print Name: Deborah Zambetta

Address: 2710 E. Silver Springs Blvd. Ocala, FL 34470

WITNESS:

Print Name: Jeanette Wade

Address: 2710 E. Silver Spring Blvd Ocala FL 34470

NEIGHBORHOOD HOUSING & DEVELOPMENT CORPORATION (NHDC)

By:

Print Name: Andrea Parchment

Title: CEO

Date: 7-16-25

EXHIBIT B

SCOPE OF SERVICES AND BUDGET

SUBRECIPIENT: Neighborhood Housing & Development Corporation (NHDC)

Homeless Prevention and/or Rapid Rehousing

The SUBRECIPIENT will provide Homeless Prevention and/or Rapid Rehousing services to eligible individuals and families in Marion County, focusing on housing stability. With the utilization of ERA 2. project funding will assist with a variety of housing needs, including rental assistance, past-due rent, rental application fees, security deposits, advance payments for last month's rent, utility deposits and payments, moving costs, housing search and placement, case management, mediation, legal services, and credit repair. A key component of the program will be Coordinated Entry (CE), which will help identify and prioritize individuals and families most at risk of homelessness.

This Project qualifies as an ERA 2 Project.

Amended Approved Grant Budget:

ERA 2 funding will be provided up to a maximum of **Four Hundred Thousand Dollars and Zero Cents ($400,000.00).** Any additional costs or overages incurred by SUBRECIPIENT over the maximum grant award shall be the responsibility of SUBRECIPIENT.

Administrative Cost:
SUBRECIPIENT may use funds provided to cover both direct and indirect costs. The total of all administrative costs, whether direct or indirect costs, may not exceed 15 percent of the total amount of the total award.

Reporting Schedule:
As soon as services commence, SUBRECIPIENT will be responsible for monthly reporting of demographic data on clients served for a period of up to nine (9) 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:
Community Services Department will monitor all stages of the Project to ensure compliance with all Federal/TREASURY 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.

Amended Scope of Work and Budget:

Cost Sharing or matching funds are not required to be provided by SUBRECIPIENT.

ERA 2 amended funds budget:

Task	Budgeted Amount	Notes
Homeless Prevention/Rapid Rehousing	$340,000.00	Rental Assistance
Administrative (15%)	$60,000.00	
TOTAL	**$400,000.00**	

Non-ERA2 funds match:

Task	Budgeted Amount	Notes
Not a requirement		
TOTAL:	**N/A**	

Outcome Performance Measures Amended

1. To assist a minimum of two (2) person(s) and/or families each month by working with the Coordinated Entry (CE) referral services application on a monthly basis through the HMIS system that determines priority of placements, and protects the client(s) data as per Florida Statute(s).
   a. Submit HMIS "Referral Report" with monthly Invoices

2. Work to have recipients placed in stabilized housing for more than one (1) year minimum, and provide case monitoring with wrap-around services as necessary.

MARION COUNTY
STANDARD PROFESSIONAL SERVICES AGREEMENT
US DEPARTMENT OF TREASURY
EMERGENCY RENTAL ASSISTANCE 2 PROGRAM (ERA 2)

THIS MARION COUNTY STANDARD PROFESSIONAL SERVICES AGREEMENT (the "Agreement)", made and entered into by and between Marion County, a political subdivision of the State of Florida, (hereinafter called the "COUNTY"), and **NEIGHBORHOOD HOUSING & DEVELOPMENT CORPORATION,** whose corporate address is 633 N.W. 8th Avenue, Gainesville, FL 32601, a corporation organized under the laws of the State of Florida, (hereinafter called the "SUBRECIPIENT").

W I T N E S S E T H:

WHEREAS, Marion County's long-term Emergency Rental Assistance 2 Project goal is to prevent further instances of homelessness, by providing financial assistance to those at-risk, or currently experiencing homelessness, principally for persons of low (majority of 50% of Area Median Income, or below) and moderate income (minority of 80% of Area Median Income); and

WHEREAS, the Board of County Commissioners approved the Fiscal Year 2024-2025 Emergency Rental Assistance 2 Program (ERA2) Action Plan furthering the County's Community Outreach goal; and

WHEREAS, Marion County is the recipient of ERA 2 grant funds from the U.S. Department of Treasury (TREASURY); and

WHEREAS, the Marion County Community Services Department (COUNTY) administers the ERA 2 program on behalf of the County; and

WHEREAS, it is necessary for the COUNTY and the SUBRECIPIENT to enter into an Agreement for the implementation of this activity; and

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.** SUBRECIPIENT and the COUNTY mutually agree to abide by the Standard Terms, Scope of Services, Budget, H.R. 1319-51 Subtitle B Section 3201 and the Guidance. SUBRECIPIENT also agrees to comply with any applicable federal statutes, regulations, and executive orders, or all federal regulations which are attached to this agreement as set forth in Exhibit A, Exhibit B, and Exhibit C.

   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 TREASURY.

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 the application for funding in ***Exhibit C***. COUNTY agrees to pay on SUBRECIPIENT'S behalf for the Project's allowable costs, not to exceed **One Hundred Fifty Thousand Dollars and Zero Cents ($150,000.00)** as detailed in ***Exhibit B***. The SUBRECIPIENT'S FAIN # is: ERAE0104, with the award date of: May 11, 2021, and an ALN of: 21.023. The award is not R&D. No indirect costs are anticipated; however, the indirect cost rate for the Federal award shall be the de minimis rate of 10% of modified total direct costs in accordance with 2 CFR § 200.414. Additionally, the total amount of funds that have been obligated to the SUBRECIPIENT by COUNTY is $150,000.00.

3. **INFORMATION REQUIRED BY 2 C.F.R. § 200.332.**
   A. The SUBRECIPIENT'S name (must match the name associated with its unique entity identifier): **Neighborhood Housing and Development Corporation (NHDC)**
   B. The SUBRECIPIENT'S unique entity identifier: DBDALSFXUQS3
   C. Federal Award Date of the award to the County: May 11, 2021
   D. Subaward Period of Performance Start and End Date: The Subaward period of performance shall begin on **January 1, 2025** and shall end on **September 30, 2025**, unless terminated earlier in accordance with the provisions of this Agreement.
   E. Subaward Budget Period Start and End Date: The Subaward budget period shall begin on **January 1, 2025** and shall end on **September 30, 2025**.
   F. Amount of Federal Funds Obligated by this Agreement by the COUNTY to the SUBRECEPIENT: **One Hundred Fifty Thousand Dollars and Zero Cents ($150,000.00).**
   G. Total Amount of Federal Funds Obligated by the COUNTY to the SUBRECIPIENT, including the amounts in this Agreement: **One Hundred Fifty Thousand Dollars and Zero Cents ($150,000.00).**
   H. Total Amount of the Federal Award committed to the SUBRECIPIENT'S by the COUNTY: **One Hundred Fifty Thousand Dollars and Zero Cents ($150,000.00).**
   I. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act ("FFATA"): The SUBRECIPIENT offers affordable housing for individuals and/or families of low to moderate income and to provide comprehensive case management services under the programs for rapid rehousing and homeless prevention.
   J. Contact information:
      - Name of Federal Awarding Agency and Contact Information: U.S. Department of Treasury, 1500 Pennsylvania Avenue, NW, Washington D.C. 20220
      - Contact Information for the County: Cheryl Martin, Director, Marion County Community Services, 2710 East Silver Springs Blvd., Ocala, Florida 34470
      - Contact Information for the SUBRECIPIENT: Andre Parchment, Executive Director of NHDC, Satellite Office, 101 East Silver Springs Blvd., Suite 302, Ocala, FL 34470
   K. Additional Assistance Listing Number and Title: '

Grant Type:	Year:	Amount:	ALN#:	Notes:
N/A				

L. The amount made available under the Federal award and the Assistance Listings Number at time of disbursement is: **One Hundred Fifty Thousand Dollars and Zero Cents. ($150,000.00)**.

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 COUNTY does hereby retain the SUBRECIPIENT to furnish certain services as detailed in the attached exhibits, attached hereto and made a part hereof and in connection with the ERA 2 program. SUBRECIPIENT and COUNTY mutually agree to furnish, each to the other, the respective services, information and items as described in the attached exhibits.

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 **September 30, 2025.** The term of performance under this Agreement for the services shall commence upon execution of this Agreement. SUBRECIPIENT shall not incur any obligations to be paid with the funding from this award after such period of performance ends.

6. **INSURANCE.** The SUBRECIPIENT will maintain comprehensive general liability insurance, property and casualty or builder's risk insurance, Workers' Compensation 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. **SUBAGREEMENTS.** Sub-Agreement(s) are authorized under this Agreement in accordance with provisions set forth in ***Exhibit A*** hereto.

9. **MISCELLANEOUS.**

A. This project must comply with the compliance requirements of Section 3201 and the Guidance as outlined, and in accordance with 24 CFR § 92 and 2 CFR § 200, including the applicable uniform requirements as described in 24 CFR § 570.502

B. Reference in this Agreement to "Director" will mean the Community Services Department Director.

C. SUBRECIPIENT understands and agrees that the funds disbursed under this award may only be used for the purposes set forth in subsection (d) of section 3201 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021) ("Section 3201") and any guidance issued by Treasury regarding the Emergency Renal Assistance program established under Section 3201 (the "Guidance").

D. SUBRECIPIENT agrees to permit eligible households (as defined in Section 3201(f)(2)) to submit applications for financial assistance directly to SUBRECIPIENT, and to receive financial assistance directly from SUBRECIPIENT, under programs established by SUBRECIPIENT using funds disbursed under this award. SUBRECIPIENT may make

payments to a landlord or utility provider on behalf of an eligible household, but if the landlord or utility provider does not agree to accept such payment after SUBRECIMPENT makes reasonable efforts to obtain its cooperation, SUBRECIPIENT must make such payments directly to the eligible household for the purpose of making payments to the landlord or utility provider.

E. SUBRECIPIENT understands that false statements or claims made in connection with this award is a violation of federal criminal law and may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

F. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein.

Exhibit A – Standard Terms
Exhibit B – Scope of Services and Budget
Exhibit C – Income Limit Chart and Self Certification

(Remainder of page intentionally left blank. Signature page follows.)

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

ATTEST:

Gregory C. Harrell, Clerk — 4/15/2025 Date

MARION COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

Chairman Bryant — 4/15/2025 Date

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Matthew Minter, Marion County Attorney — 3/31/25 Date

NEIGHBORHOOD HOUSING AND DEVELOPMENT CORPORATION (NHDC)

WITNESS:

Print Name: Julie Jones

Address: 633 NW 8th Ave Gainesville, FL 32601

By: Philip André Parchment

Print Name: Philip André Parchment

Title: CEO

Date: 3-31-25

WITNESS:

Print Name: Donna Ramirez

Address: 633 NW 8th Avenue Gainesville, Florida 32601

STANDARD TERMS
EMERGENCY RENTAL ASSISTANCE 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)

(X) 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.

( ) 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 the 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 COUNTY.

B. SUBRECIPIENT shall maintain all records and financial documents sufficient to support compliance with Section 3201, Emergency Rental Assistance, and the Guidance.

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 Department of Treasury 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. SUBRECIPIENT acknowledges that any such information required to be reported pursuant to this section may be publicly disclosed.

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 TREASURY 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 Fifty Thousand Dollars and Zero Cents ($150,000.00)** 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 COUNTY.

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 TREASURY. SUBRECIPIENT agrees that in the event that any grant is reduced or withheld by TREASURY, COUNTY shall not be liable for payment of contracted services remaining unfunded by said reduced or withheld grant. In the event that TREASURY 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.

G. Any funds paid to SUBRECIPIENT (1) in excess of the amount to which SUBRECIPIENT is finally determined to be authorized to retain under the terms of this award; or (2) that are determined by the Treasury Office of Inspector General to have been misused shall constitute a debt to the federal government.

H. Any debts determined to be owed the federal government must be paid promptly by SUBRECIPIENT. A debt is delinquent if it has not been paid by the date specified in TREASURY's initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. TREASURY will refer any debt that is more than 180 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.

I. Penalties on any debts shall accrue at a rate of not more than 6 percent per year or such other higher rate as authorized by law. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by TREASURY.

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 the 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 workers' 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. **Workers' 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 ERA 2 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 F of the regulations, incorporated herein by reference. Further, SUBRECIPIENT will comply with all terms of this Agreement and COUNTY requirements. Since COUNTY is responsible for its programs, 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 TREASURY 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. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, other than such provisions as TREASURY may determine are inapplicable to this award and subject to such exceptions as may be otherwise provided by TREASURY. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to 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. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 CFR Part 180 including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, Subpart B) that the award is subject to CFR Part 180 and TREASURY's implementing regulation at 31 CFR Part 19.

L. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 CFR Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

M. 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.

N. 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;

O. 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 3 729(b)(4) of title 31, United States Code;

P. SUBRECIPIENT certifies that it does not operate any programs promoting diversity, equity an inclusion that violate any applicable Federal anti-discrimination laws;

Q. SUBRECIPIENT shall not use any Grant Funds to fund or promote elective abortions, as required by E.0. 14182, Enforcing the Hyde Amendment; and

R. 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.

S. 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.

T. 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.

U. 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.

V. 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 RFA, 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. Conflict of Interest: 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 ERA 2 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 an ERA 2 assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to an ERA 2 assisted activity or with respect to the proceeds of the ERA 2 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. Religious Activities. SUBRECIPIENT agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 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 the TREASURY 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 to be in compliance with Appendix A, 2 CFR 25 in relation to this award and to which award term is hereby incorporated by reference.

H. 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.

I. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the TREASURY."

J. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 8, 1997), SUBRECIPIENT should and should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally

owned vehicles.

K. Pursuant to Executive Order 13513, 74 FR 51225 (Oct 1, 2009), SUBRECIPIENT should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and SUBRECIPIENT should establish workplace safety policies to decrease accidents caused by distracted drivers.

9. PROTECTIONS FOR WHISTLEBLOWERS

A. In accordance with 41 U.S.C. § 4712, SUBRECIPIENT may not discharge, emote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or g rant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

B. The list of persons and entities reference in the paragraph above includes the following:

1. A member of Congress or a representative of a committee of Congress;
2. An Inspector General;
3. The Government Accountability Office;
4. A TREASURY employee responsible for contract or grant oversight or management;
5. An authorized official of the Department of Justice or other law enforcement agency;
6. A court or grand jury; and/or
7. A management official or other employee of Recipient, SUBRECIPIENT, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

C. SUBRECIPIENT shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

10. 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 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 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 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 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.

C. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

D. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving or benefitting from federal assistance.

E. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

F. Title II of the Americans with Disability Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

11. DISCLAIMER

A. The United States, and Marion County, expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of SUBRECIPIENT or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

B. The acceptance of this award by SUBRECIPIENT does not in any way constitute an agency relationship between the United States, Marion County and SUBRECIPIENT.

EXHIBIT B

SCOPE OF SERVICES AND BUDGET

SUBRECIPIENT: Neighborhood Housing & Development Corporation (NHDC)

Homeless Prevention and/or Rapid Rehousing

The SUBRECIPIENT will provide Homeless Prevention and/or Rapid Rehousing services to eligible individuals and families in Marion County, focusing on housing stability. With the utilization of ERA 2. project funding will assist with a variety of housing needs, including rental assistance, past-due rent, rental application fees, security deposits, advance payments for last month's rent, utility deposits and payments, moving costs, housing search and placement, case management, mediation, legal services, and credit repair. A key component of the program will be Coordinated Entry (CE), which will help identify and prioritize individuals and families most at risk of homelessness.

This Project qualifies as an ERA 2 Project.

Approved Grant Budget:

ERA 2 funding will be provided up to a maximum of **One Hundred Fifty Thousand Dollars and Zero Cents ($150,000.00).** Any additional costs or overages incurred by SUBRECIPIENT over the maximum grant award shall be the responsibility of SUBRECIPIENT.

Administrative Cost:
SUBRECIPIENT may use funds provided to cover both direct and indirect costs. The total of all administrative costs, whether direct or indirect costs, may not exceed 15 percent of the total amount of the total award.

Reporting Schedule:
As soon as services commence, SUBRECIPIENT will be responsible for monthly reporting of demographic data on clients served for a period of up to nine (9) 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:
Community Services Department will monitor all stages of the Project to ensure compliance with all Federal/TREASURY 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:

Cost Sharing or matching funds are not required to be provided by SUBRECIPIENT.

ERA 2 funds budget:

Task	Budgeted Amount	Notes
Homeless Prevention/Rapid Rehousing	$127,500.00	Rental Assistance
Administrative (15%)	$22,500.00	
TOTAL	**$150,000.00**	

Non-ERA2 funds match:

Task	Budgeted Amount	Notes
Not a requirement		
TOTAL:	N/A	

Outcome Performance Measures

1. To assist a minimum of two (2) person(s) and/or families each month by working with the Coordinated Entry (CE) referral services application on a monthly basis through the HMIS system that determines priority of placements, and protects the client(s) data as per Florida Statute(s).

2. Work to have recipients placed in stabilized housing for more than one (1) year minimum, and provide case monitoring with wrap-around services as necessary.

EXHIBIT C

CHART OF INCOME REQUIREMENTS

MARION COUNTY, FLORIDA INCOME LIMITS ADJUSTED TO FAMILY SIZE 2024			
Median Income: $73,700 Household Size	30%	50%	80%
1 PERSON	$15,200.00	$25,350.00	$40,500.00
2 PERSON	$20,440.00	$28,950.00	$46,300.00
3 PERSON	$25,820.00	$32,550.00	$52,100.00
4 PERSON	$31,200.00	$36,150.00	$57,850.00
5 PERSON	$36,580.00	$39,050.00	$62,500.00
6 PERSON	$41,950.00	$41,950.00	$67,150.00
7 PERSON	$44,850.00	$44,850.00	$71,750.00
8 PERSON	$47,750.00	$47,750.00	$76,400.00
			HUD eff. 4/1/2024

EXHIBIT C

MARION COUNTY COMMUNITY SERVICES COMMUNITY
EMERGENCY RENTAL ASSISTANCE 2
SELF-CERTIFICATION FORM FOR 2024

Information on annual family income is required to determine client eligibility for public services funded by Marion County through the Emergency Rental Assistance 2 (ERA 2) 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 circling the appropriate 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.

2024 ERA 2 Income Guidelines – Circle the appropriate box:

Family Size	Group 1 - 30%	Group 2 - 50%	Group 3 - 80%
1 Person	$0 - $15,200	$15,201 - $25,350	$25,351 - $40,500
2 Person	$0 - $20,440	$20,441 - $28,950	$28,951 - $46,300
3 Person	$0 - $25,820	$25,821 – $32,550	$32,551 - $52,100
4 Person	$0 - $31,200	$31,201 - $36,150	$36,151 - $57,850
5 Person	$0 - $36,580	$36,581 - $39,050	$39,051 - $62,500
6 Person	$0 - $41,950	$41,950 - $41,950	$41,951 - $67,150
7 Person	$0 - $44,850	$44,850 - $44,850	$44,851 - $71,750
8 Person	$0 - $47,750	$47,750 - $47,750	$47,751 - $76,400

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 8 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 & 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 the Marion County. I further acknowledge that eligibility for services funded through the ERA2 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): _____ Date: _____

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.: 2025-19836 **Agenda Date:** 8/5/2025 **Agenda No.:** 7.2.3.

SUBJECT:
Request Approval of Marion County Standard Professional Services Agreement with the United States Department of the Treasury for Emergency Rental Assistance 2 Program Between Marion County and The Salvation Army (Budget Impact - Neutral; not to exceed $200,000)

INITIATOR:
Cheryl Butler, Director

DEPARTMENT:
Community Services

DESCRIPTION/BACKGROUND:
On March 11, 2021, the U.S. Department of the Treasury created the Emergency Rental Assistance 2 (ERA2) Grant Fund to support rental assistance and prevent homelessness.

Marion County Community Services accepted applications from local non-profits to assist Marion County in utilizing ERA2 funds. The Salvation Army submitted a request for $200,000 to support rapid rehousing and homeless prevention programs aimed at stabilizing households at risk of homelessness.

After review of their application, staff recommends approval of this funding request based on the need to address housing instability in the community.

BUDGET/IMPACT:
Neutral, not to exceed $200,000.

RECOMMENDED ACTION:
Motion to approve and authorize the Chairman and Clerk to execute all necessary documents associated with this Agreement between Marion County and The Salvation Army.

LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Lambcke (Last) Deborah (First) (Dept) Community Services - 5220

(Title) Client Service Specialist (Phone) 352-671-8782

Signature Deborah Lambcke Date Monday, March 31, 2025

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for: ☑ New Document ☑ Review & Comment ☐ RESUBMIT LRM No. _____
☑ Approve as to Form ☐ Other

Description of Request

Please review and approve as to form the attached "Standard Professional Services Agreement Emergency Rental Assistance 2 (ERA2)" between Marion County and The Salvation Army. This agreement is for the funding award amount of $200,000.00 to provide rental assistance to the community.

For more information or discussion, contact: ☑ Same as above

(Name) _____ (Last) _____ (First) (Title) _____ (Phone) _____

Agenda Item? ☑ Yes ☐ No Agenda Date: Tuesday, April 15, 2025

Agenda Deadline Date for **Legal:** Friday, March 21, 2025 Agenda Deadline Date for **Admin:** Thursday, April 3, 2025

Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2025-287

Assigned to: ☐ Matthew Guy Minter, County Attorney ☐ Dana E. Olesky, Chief Asst. County Attorney ☑ Thomas Schwartz Asst. County Attorney ☐ Valdoston Shealey Asst. County Attorney

Outcome: Date Received:

☑ Approved as to form and legal sufficiency

☐ Approved with revisions: ☐ Suggested ☐ Completed

☐ Other:

RECEIVED
By Marion County Attorney- AT at 11:22 am, Apr 01, 2025

Attorney Signature: Thomas Schwartz Date 4/1/25

Staff Signature: Ashlynn Finch Date: 4/1/25 Returned: ☑ Department ☐ Admin ☐ _____
Completed

Rev 11/22/2023

MARION COUNTY
STANDARD PROFESSIONAL SERVICES AGREEMENT
US DEPARTMENT OF THE TREASURY
EMERGENCY RENTAL ASSISTANCE 2 PROGRAM (ERA2)

THIS MARION COUNTY STANDARD PROFESSIONAL SERVICES AGREEMENT (the "Agreement)", made and entered into by and between Marion County, a political subdivision of the State of Florida, (hereinafter called the "COUNTY"), and **THE SALVATION ARMY,** whose corporate address is 1424 N.E. Expressway, Atlanta, Georgia 30329, a corporation organized under the laws of the State of Georgia, (hereinafter called the "SUBRECIPIENT").

W I T N E S S E T H:

WHEREAS, Marion County's long-term Emergency Rental Assistance 2 Project goal is to prevent further instances of homelessness, by providing financial assistance to those at-risk, or currently experiencing homelessness, principally for persons of low (majority of 50% of Area Median Income, or below) and moderate income (minority of 80% of Area Median Income); and

WHEREAS, the Board of County Commissioners approved the Fiscal Year 2024-2025 Emergency Rental Assistance 2 Program (ERA2) Action Plan furthering the County's Community Outreach goal; and

WHEREAS, Marion County is the recipient of ERA2 grant funds from the U.S. Department of the Treasury (TREASURY); and

WHEREAS, the Marion County Community Services Department (COUNTY) administers the ERA2 program on behalf of the County; and

WHEREAS, it is necessary for the COUNTY and the SUBRECIPIENT to enter into an Agreement for the implementation of this activity; and

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.** SUBRECIPIENT and the COUNTY mutually agree to abide by the Standard Terms, Scope of Services, Budget, H.R. 1319-51 Subtitle B Section 3201 and the Guidance. SUBRECIPIENT also agrees to comply with any applicable federal statutes, regulations, and executive orders, or all federal regulations which are attached to this agreement as set forth **in Exhibit A, Exhibit B,** and **Exhibit C**.

   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 TREASURY.

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 the application for funding in ***Exhibit C***. COUNTY agrees to pay on SUBRECIPIENT'S behalf for the Project's allowable costs, not to exceed **Two Hundred Thousand Dollars and Zero Cents ($200,000.00)** as detailed in ***Exhibit B***. The SUBRECIPIENT'S FAIN # is: ERAE0104, with the award date of: May 11, 2021, and an ALN of: 21.023. The award is not R&D. No indirect costs are anticipated; however, the indirect cost rate for the Federal award shall be the de minimis rate of 10% of modified total direct costs in accordance with 2 CFR § 200.414. Additionally, the total amount of funds that have been obligated to the SUBRECIPIENT by COUNTY is **$200,000.00.**

3. **INFORMATION REQUIRED BY 2 C.F.R. § 200.332.**
   A. The SUBRECIPIENT'S name (must match the name associated with its unique entity identifier): **THE SALVATION ARMY**
   B. The SUBRECIPIENT'S unique entity identifier: **WU9YJKF69VF9**
   C. Federal Award Date of the award to the County: May 11, 2021
   D. Subaward Period of Performance Start and End Date: The Subaward period of performance shall begin on **January 1, 2025** and shall end on **September 30, 2025**, unless terminated earlier in accordance with the provisions of this Agreement.
   E. Subaward Budget Period Start and End Date: The Subaward budget period shall begin on **January 1, 2025** and shall end on **September 30, 2025**.
   F. Amount of Federal Funds Obligated by this Agreement by the COUNTY to the SUBRECEPIENT: **Two Hundred Thousand Dollars and Zero Cents ($200,000.00).**
   G. Total Amount of Federal Funds Obligated by the COUNTY to the SUBRECIPIENT, including the amounts in this Agreement: **Two Hundred Thousand Dollars and Zero Cents ($200,000.00).**
   H. Total Amount of the Federal Award committed to the SUBRECIPIENT'S by the COUNTY: **Two Hundred Thousand Dollars and Zero Cents ($200,000.00).**
   I. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act ("FFATA"): The SUBRECIPIENT offers affordable housing for individuals and/or families of low to moderate income and to provide comprehensive case management services under the programs for rapid rehousing and homeless prevention.
   J. Contact information:
      - Name of Federal Awarding Agency and Contact Information: U.S. Department of Treasury, 1500 Pennsylvania Avenue, NW, Washington D.C. 20220
      - Contact Information for the County: Cheryl Martin, Director, Marion County Community Services, 2710 East Silver Springs Blvd., Ocala, Florida 34470
      - Contact Information for the SUBRECIPIENT: Major Phillip Irish, Commanding Officer of The Salvation Army, Operation Office, 320 N.W. 1st Avenue, Ocala, Fl 34475
   K. Additional Assistance Listing Number and Title:

Grant Type:	Year:	Amount:	ALN#:	Notes:
DCF Challenge	2024-25	$192,517.60	14.704	Unsheltered Challenge

L. The amount made available under the Federal award and the Assistance Listings Number at time of disbursement is: **Three Hundred Ninety-Two, Five Hundred Seventeen Thousand Dollars and Sixty Cents. ($392,517.60)**.

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 COUNTY does hereby retain the SUBRECIPIENT to furnish certain services as detailed in the attached exhibits, attached hereto and made a part hereof and in connection with the ERA2 program. SUBRECIPIENT and COUNTY mutually agree to furnish, each to the other, the respective services, information and items as described in the attached exhibits.

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 **September 30, 2025.** The term of performance under this Agreement for the services shall commence upon execution of this Agreement. SUBRECIPIENT shall not incur any obligations to be paid with the funding from this award after such period of performance ends.

6. **INSURANCE.** The SUBRECIPIENT will maintain comprehensive general liability insurance, property and casualty or builder's risk insurance, Workers' Compensation 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. **SUBAGREEMENTS.** Sub-Agreement(s) are authorized under this Agreement in accordance with provisions set forth in ***Exhibit A*** hereto.

9. **MISCELLANEOUS.**

A. This project must comply with the compliance requirements of Section 3201 and the Guidance as outlined, and in accordance with 24 CFR § 92 and 2 CFR § 200, including the applicable uniform requirements as described in 24 CFR § 570.502

B. Reference in this Agreement to "Director" will mean the Community Services Department Director.

C. SUBRECIPIENT understands and agrees that the funds disbursed under this award may only be used for the purposes set forth in subsection (d) of section 3201 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021) ("Section 3201") and any guidance issued by TREASURY regarding the Emergency Renal Assistance program established under Section 3201 (the "Guidance").

D. SUBRECIPIENT agrees to permit eligible households (as defined in Section 3201(f)(2)) to submit applications for financial assistance directly to SUBRECIPIENT, and to receive financial assistance directly from SUBRECIPIENT, under programs established by SUBRECIPIENT using funds disbursed under this award. SUBRECIPIENT may make

payments to a landlord or utility provider on behalf of an eligible household, but if the landlord or utility provider does not agree to accept such payment after SUBRECIPIENT makes reasonable efforts to obtain its cooperation, SUBRECIPIENT must make such payments directly to the eligible household for the purpose of making payments to the landlord or utility provider.

E. SUBRECIPIENT understands that false statements or claims made in connection with this award is a violation of federal criminal law and may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

F. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein.

Exhibit A – Standard Terms
Exhibit B – Scope of Services and Budget
Exhibit C – Income Limit Chart and Self Certification

(Remainder of page intentionally left blank. Signature page follows.)

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

ATTEST:

Gregory C. Harrell, Clerk Date

MARION COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

Chairman Bryant Date

FOR USE AND RELIANCE OF
MARION COUNTY ONLY,
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

for: 4/1/25
Matthew Minter, Marion County Attorney Date

THE SALVATION ARMY

WITNESS:

Print Name: Anthony Grant

Address: 1424 Northeast Expwy
Atlanta, GA 30329.

By: Stephen Ellis

Print Name: Stephen Ellis

Title: Treasurer

Date: 7/10/25.

WITNESS:

Print Name: Destine Jones

Address: 1424 Northeast Expwy
Atlanta GA 30329

STANDARD TERMS
EMERGENCY RENTAL ASSISTANCE 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)

(X) 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.

( ) 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 the 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 COUNTY.

B. SUBRECIPIENT shall maintain all records and financial documents sufficient to support compliance with Section 3201, Emergency Rental Assistance, and the Guidance.

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 Department of Treasury 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. SUBRECIPIENT acknowledges that any such information required to be reported pursuant to this section may be publicly disclosed.

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 TREASURY 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 **Two Hundred Thousand Dollars and Zero Cents ($200,000.00)** 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 COUNTY.

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 TREASURY. SUBRECIPIENT agrees that in the event that any grant is reduced or withheld by TREASURY, COUNTY shall not be liable for payment of contracted services remaining unfunded by said reduced or withheld grant. In the event that TREASURY 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.

G. Any funds paid to SUBRECIPIENT (1) in excess of the amount to which SUBRECIPIENT is finally determined to be authorized to retain under the terms of this award; or (2) that are determined by the Treasury Office of Inspector General to have been misused shall constitute a debt to the federal government.

H. Any debts determined to be owed the federal government must be paid promptly by SUBRECIPIENT. A debt is delinquent if it has not been paid by the date specified in TREASURY's initial written demand for payment, unless other satisfactory arrangements have been made. Interest, penalties, and administrative charges shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. TREASURY will refer any debt that is more than 180 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.

I. Penalties on any debts shall accrue at a rate of not more than 6 percent per year or such other higher rate as authorized by law. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by TREASURY.

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 the 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 workers' 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. **Workers' 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 ERA 2 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 F of the regulations, incorporated herein by reference. Further, SUBRECIPIENT will comply with all terms of this Agreement and COUNTY requirements. Since COUNTY is responsible for its programs, 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 TREASURY 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. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, other than such provisions as TREASURY may determine are inapplicable to this award and subject to such exceptions as may be otherwise provided by TREASURY. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to 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. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 CFR Part 180 including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 CFR Part 180, Subpart B) that the award is subject to CFR Part 180 and TREASURY's implementing regulation at 31 CFR Part 19.

L. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 CFR Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

M. 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.

N. 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;

O. 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 3 729(b)(4) of title 31, United States Code;

P. SUBRECIPIENT certifies that it does not operate any programs promoting diversity, equity an inclusion that violate any applicable Federal anti-discrimination laws;

Q. SUBRECIPIENT shall not use any Grant Funds to fund or promote elective abortions, as required by E.0. 14182, Enforcing the Hyde Amendment; and

R. 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.

S. 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.

T. 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.

U. 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.

V. 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 RFA, 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. Conflict of Interest: 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 ERA 2 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 an ERA 2 assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to an ERA 2 assisted activity or with respect to the proceeds of the ERA 2 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. Religious Activities. SUBRECIPIENT agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 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 the TREASURY 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 to be in compliance with Appendix A, 2 CFR 25 in relation to this award and to which award term is hereby incorporated by reference.

H. 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.

I. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the TREASURY."

J. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 8, 1997), SUBRECIPIENT should and should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

K. Pursuant to Executive Order 13513, 74 FR 51225 (Oct 1, 2009), SUBRECIPIENT should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and SUBRECIPIENT should establish workplace safety policies to decrease accidents caused by distracted drivers.

9. PROTECTIONS FOR WHISTLEBLOWERS

A. In accordance with 41 U.S.C. § 4712, SUBRECIPIENT may not discharge, emote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or g rant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

B. The list of persons and entities reference in the paragraph above includes the following:

1. A member of Congress or a representative of a committee of Congress;
2. An Inspector General;
3. The Government Accountability Office;
4. A TREASURY employee responsible for contract or grant oversight or management;
5. An authorized official of the Department of Justice or other law enforcement agency;
6. A court or grand jury; and/or
7. A management official or other employee of Recipient, SUBRECIPIENT, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

C. SUBRECIPIENT shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

10. 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 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 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 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 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.

C. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

D. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving or benefitting from federal assistance.

E. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

F. Title II of the Americans with Disability Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

11. DISCLAIMER

A. The United States, and Marion County, expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of SUBRECIPIENT or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

B. The acceptance of this award by SUBRECIPIENT does not in any way constitute an agency relationship between the United States, Marion County and SUBRECIPIENT.

EXHIBIT B

SCOPE OF SERVICES AND BUDGET

SUBRECIPIENT: THE SALAVATION ARMY

Homeless Prevention and/or Rapid Rehousing

The SUBRECIPIENT will provide Homeless Prevention and/or Rapid Rehousing services to eligible individuals and families in Marion County, focusing on housing stability. With the utilization of ERA2. project funding will assist with a variety of housing needs, including rental assistance, past-due rent, rental application fees, security deposits, advance payments for last month's rent, utility deposits and payments, moving costs, housing search and placement, case management, mediation, legal services, and credit repair. A key component of the program will be Coordinated Entry (CE), which will help identify and prioritize individuals and families most at risk of homelessness.

This Project qualifies as an ERA2 Project.

Approved Grant Budget:

ERA 2 funding will be provided up to a maximum of **Two Hundred Thousand Dollars and Zero Cents ($200,000.00).** Any additional costs or overages incurred by SUBRECIPIENT over the maximum grant award shall be the responsibility of SUBRECIPIENT.

Administrative Cost:
SUBRECIPIENT may use funds provided to cover both direct and indirect costs. The total of all administrative costs, whether direct or indirect costs, may not exceed 15 percent of the total amount of the total award.

Reporting Schedule:
As soon as services commence, SUBRECIPIENT will be responsible for monthly reporting of demographic data on clients served for a period of up to nine (9) 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:
Community Services Department will monitor all stages of the Project to ensure compliance with all Federal/TREASURY 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:

Cost Sharing or matching funds are not required to be provided by SUBRECIPIENT.

ERA 2 funds budget:

Task	Budgeted Amount	Notes
Homeless Prevention/Rapid Rehousing	$170,000.00	Rental Assistance
Administrative (15%)	$30,000.00	
TOTAL	**$200,000.00**	

Non-ERA2 funds match:

Task	Budgeted Amount	Notes
Not a requirement		
TOTAL:	**N/A**	

Outcome Performance Measures

1. To assist a minimum of two (2) person(s) and/or families each month by working with the Coordinated Entry (CE) referral services application on a monthly basis through the HMIS system that determines priority of placements, and protects the client(s) data as per Florida Statute(s).

2. Work to have recipients placed in stabilized housing for more than one (1) year minimum, and provide case monitoring with wrap-around services as necessary.

EXHIBIT C

CHART OF INCOME REQUIREMENTS

MARION COUNTY, FLORIDA INCOME LIMITS ADJUSTED TO FAMILY SIZE 2024			
Median Income: $73,700 Household Size	30%	50%	80%
1 PERSON	$15,200.00	$25,350.00	$40,500.00
2 PERSON	$20,440.00	$28,950.00	$46,300.00
3 PERSON	$25,820.00	$32,550.00	$52,100.00
4 PERSON	$31,200.00	$36,150.00	$57,850.00
5 PERSON	$36,580.00	$39,050.00	$62,500.00
6 PERSON	$41,950.00	$41,950.00	$67,150.00
7 PERSON	$44,850.00	$44,850.00	$71,750.00
8 PERSON	$47,750.00	$47,750.00	$76,400.00
			HUD eff. 4/1/2024

EXHIBIT C

MARION COUNTY COMMUNITY SERVICES COMMUNITY
EMERGENCY RENTAL ASSISTANCE 2
SELF-CERTIFICATION FORM FOR 2024

Information on annual family income is required to determine client eligibility for public services funded by Marion County through the Emergency Rental Assistance 2 (ERA 2) 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 circling the appropriate 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.

2024 ERA 2 Income Guidelines – Circle the appropriate box:

Family Size	Group 1 - 30%	Group 2 - 50%	Group 3 - 80%
1 Person	$0 - $15,200	$15,201 - $25,350	$25,351 - $40,500
2 Person	$0 - $20,440	$20,441 - $28,950	$28,951 - $46,300
3 Person	$0 - $25,820	$25,821 – $32,550	$32,551 - $52,100
4 Person	$0 - $31,200	$31,201 - $36,150	$36,151 - $57,850
5 Person	$0 - $36,580	$36,581 - $39,050	$39,051 - $62,500
6 Person	$0 - $41,950	$41,950 - $41,950	$41,951 - $67,150
7 Person	$0 - $44,850	$44,850 - $44,850	$44,851 - $71,750
8 Person	$0 - $47,750	$47,750 - $47,750	$47,751 - $76,400

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 8 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 & 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 the Marion County. I further acknowledge that eligibility for services funded through the ERA2 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): _____ Date: _____

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: _____

SAMPLE

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19769 **Agenda Date:** 8/19/2025 **Agenda No.:** 7.3.1.

SUBJECT:
Request Approval of the Reclassification of One (1) Trial Court Staff Attorney Position, Pay Grade 112 Exempt, to One (1) Trial Court Staff Attorney Position, Pay Grade 114 Exempt, within the Budget of Court Innovations CE270606 (Budget Impact - Reoccurring Expenditure of $10,083)

INITIATOR:
Sara Caron, Director

DEPARTMENT:
Human Resources

DESCRIPTION/BACKGROUND:
Staff Attorneys provide critical support to the judges. Currently, there's a notable discrepancy between the salaries of County funded and State funded Staff Attorney positions. This gap risks creating an unintended "second tier" among staff attorneys, which could undermine morale, recruitment and retention. Bringing County funded Staff Attorney salaries closer to the State funded level will help ensure equity, maintain the high caliber of support our judges rely on, and uphold the overall effectiveness of judicial operations. Funding for this adjustment will not come from general revenue, but rather from court fees collected pursuant to Florida Statute 939.185.

BUDGET/IMPACT:
Expenditure of $10,083

RECOMMENDED ACTION:
Motion to approve the reclassification of one (1) Trial Court Staff Attorney position, pay grade 112 exempt, to one (1) Trial Court Staff Attorney position, pay grade 114 exempt, within the budget of Court Innovations CE270606.

RESOLUTION 25 R-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, PROVIDING FOR THE RECLASSIFICATION OF ONE (1) TRIAL COURT STAFF ATTORNEY POSITION, PAY GRADE 112 EXEMPT, TO ONE (1) TRIAL COURT STAFF ATTORNEY POSITION, PAY GRADE 114 EXEMPT, WITHIN THE BUDGET OF COURT INNOVATIONS CE270606, ALONG WITH THE CORRESPONDING JOB DESCRIPTION AND PAY GRADE AND INCORPORATING THE FOREGOING ACTIONS INTO THE MARION COUNTY CLASSIFICATION PLAN.

WHEREAS, it is required that all changes to the Classification and Pay Plan must be accomplished through Board approval and resolution; and

WHEREAS, the job description and pay grade for the position of Trial Court Staff Attorney is a current job classification within the Marion County Classification Plan; and

WHEREAS, it is the desire of the Board of County Commissioners of Marion County, Florida, to provide for the reclassification of One (1) Trial Court Staff Attorney Position, Pay Grade 112 Exempt, to One (1) Trial Court Staff Attorney Position, Pay Grade 114 Exempt, within the Budget of Court Innovations CE270606 in order to effectuate the proper and efficient administration of Marion County Human Resources as specifically provided for in this Resolution.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Marion County, Florida, as follows:

Section 1. The reclassification of One (1) Trial Court Staff Attorney Position, Pay Grade 112 Exempt, to One (1) Trial Court Staff Attorney Position, Pay Grade 114 Exempt, within the Budget of Court Innovations CE270606 along with the corresponding job descriptions and pay grades, within the Board of County Commissioners, is hereby approved.

Section 2. And incorporating the foregoing actions into the Marion County classification plan.

Section 3. Effective Date. This resolution to shall take effect on August 06, 2025.

DULY RESOLVED this 5th day of August, 2025.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

_____
GREGORY C. HARRELL, CLERK

_____
KATHY BRYANT, CHAIRMAN

New/Reclass	Dept#	Current Job Class	Vacant/Filled	Position	Current Pay Grade	Current Title	Current Unloaded Salary	Current Loaded Salary	Proposed Job Class	Proposed Pay Grade	Proposed Title	Proposed Unloaded Salary	Proposed Loaded Salary	Difference Loaded
RECLASS	CE270606	2261	VACANT	10931	112	Trial Court Staff Attorney	$ 56,929.60	$ 82,121.73	2261	114	Trial Court Staff Attorney	$ 65,187.20	$ 92,204.80	$10,083.07
												Budget Impact		$10,083.07

Marion County Board of County Commissioners
POSITION DESCRIPTION

To be successful in this position, an individual must be able to perform the essential job functions satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the primary job functions herein described. Since every duty associated with this position may not be described herein, employees may be required to perform duties not specifically spelled out in the job description, but which may be reasonably considered to be incidental in the performing of their duties just as though they were actually written out in this job description.

TRIAL COURT STAFF ATTORNEY

Department: **Court Administration**
Pay Grade: **114**
FLSA Status: **Exempt**
Job Class: **2261**
Risk Code: **8810**

JOB SUMMARY

Responsible for providing professional legal assistance to the Judiciary and support staff and researching various legal matters, case management, pending litigation and issues, and/or process criminal and civil appeals.

ESSENTIAL JOB FUNCTIONS

- Conducts legal research of substantive and procedural legal matters and prepares and drafts various legal documents, such as opinions judgments, post-conviction orders, memoranda, and/or orders.
- Conducts intensive legal research and performs detailed analysis to draft orders in areas of complex litigation, including death penalty, tobacco cases, auto negligence involving commercial motor vehicles, class action lawsuits, construction law, medical malpractice, etc.
- Interprets federal, state, and/or county rules, regulations, statutes, and case law to determine distinctions among them and apply to case specific facts.
- Reviews case files, evidence, depositions, pleadings, motions, legal briefs, memoranda of law, and/or proposed orders in order to advise the Judiciary on issues in a variety of legal areas.
- Participates and/or serves as lead attorney in supporting the circuit court appellate division by drafting bench briefs and/or appellate opinions.
- Assists of a variety of different cases on both civil and criminal dockets simultaneously.
- Provides immediate legal research and recommendations required by the Judiciary during court sessions.
- Prepares for and attends hearings on complex legal cases at the request of the Judiciary.
- Attends staff meetings to exchange information; attends technical or professional workshops, seminars, or conferences to improve professional skills.
- Provides excellent customer service to members of the general public and other County employees. Personal contact occurs with other employees of the unit, employees of other departments in the County, citizens, and customers of the department. Service is provided in person or by phone contact.

- Implements the organization's guiding principles and core values.
- Performs other related job duties as assigned.

SUPERVISION

This position has no supervisory responsibilities.

QUALIFICATIONS

Education and Experience:
Juris Doctor or equivalent; and previous local government law experience preferred; or an equivalent combination of education and experience.

Licenses or Certifications:
Possession of a valid, State of Florida driver's license to operate a motor vehicle. Requirement exists at the time of hire and as a condition of continued employment.

- Licensed to practice law in the State of Florida; admission to the Florid Bar Association.

KNOWLEDGE, SKILLS AND ABILITIES

- Ability to speak with brevity in a focused manner.
- Ability to read, analyze, and interpret highly complex documents and related materials relevant to litigation, e.g., legislation, legal opinions, case law.
- Ability to respond effectively to highly sensitive inquiries or complaints.
- Ability to write speeches and articles using original or innovative techniques or style.
- Ability to make effective and persuasive speeches and presentations on controversial or complex topics to top management, public groups, and/or boards.
- Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume.
- Ability to apply concepts of basic algebra and geometry.
- Ability to apply principles of logical or scientific thinking to a wide range of intellectual and practical problems.
- Ability to deal with nonverbal symbolism (formulas, scientific equations, graphs, etc.) in its most difficult phases.
- Ability to deal with a variety of abstract and concrete variables.
- Ability to analyze major organization-wide policies, budgets, procedures, systems, or accounting methods on a continuous basis.
- Knowledge of legal principles, statutory and case law and of court rules and procedures.
- Comprehensive knowledge of legal publications and the ability to use them efficiently.
- Considerable knowledge of the principles, methods, materials, and practices of legal research and writing.
- Knowledge of business English, spelling, and punctuation.
- Skills in professional legal writing.
- Ability to prepare legal memoranda, opinions, legal documents, briefs, resolutions, ordinances, and other legal correspondence.

- Ability to prepare highly complex legal materials in conformance to prescribed standards.
- Ability to remain calm in stressful situations.
- Ability to take a teamwork approach to the job by cooperating with others, offering to help others when needed, and considering larger organization or team goals rather than individual concerns. Includes the ability to build a constructive team spirit where team members are committed to the goals and objectives of the team.

PHYSICAL DEMANDS

The work is sedentary work which requires exerting up to 50 pounds of force occasionally and/or negligible amount of force frequently or constantly to lift, carry, push, pull or otherwise move objects, including the human body. While performing the duties of this job, the employee will occasionally be required to use hands to finger, handle or feel, reach with hands and arms; will regularly be required to stand, walk, and sit; and will frequently be required to talk and hear.

WORK ENVIRONMENT

Work is performed primarily in an indoor environment with limited exposure to adverse environmental conditions.

Marion County has the right to revise this job description at any time. This description does not represent in any way a contract of employment.

_____ _____

Employee Signature Date

_____ _____

Supervisor (or HR) Signature Date

E.O.E. *Marion County does not discriminate on the basis of race, color, national origin, sex, religion, age, disability or military service in employment or the provision of services.*

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19502 **Agenda Date:** 8/5/2025 **Agenda No.:** 7.4.1.

SUBJECT:
Request Approval of Bid Award: 25B-120 DRA 3794 Erosion Repair - Major Maintenance Project - Art Walker Construction, Inc., Ocala, FL (Budget Impact - Neutral; expenditure of $654,937)

INITIATOR:
Susan Olsen, Director

DEPARTMENT:
Procurement Services

DESCRIPTION/BACKGROUND:
On behalf of the Office of the County Engineer, Procurement advertised a bid to hire a qualified contractor to repair a sinkhole at Drainage Retention Area (DRA) 3794 located southeast of the intersection of SW Highway 484 and SW 49th Court Rd. The work will include standard clearing and grubbing, placing and compacting fill in 12-inch lifts, and sodding disturbed areas. Four (4) submittals were received, and the tabulation is below:

Firm Name - *Location*	Bid Price
Art Walker Construction, Inc. - *Ocala, FL*	$654,936.23
Ho-Man Contacting, LLC - *Anthony, FL*	$997,706.21
Hartman Civil Construction Co, Inc. - *Ocala, FL*	$1,155,612.00
GWP Construction, Inc. - *Ocala, FL*	$1,518,795.70

Steven Cohoon, County Engineer, recommends that Art Walker Construction, Inc. receive the award as the lowest, most responsive, and most responsible bidder.

Attached for review is a draft of the contract. Upon approval at today's meeting, it will be sent to Art Walker Construction, Inc. for signature and upon return, it will be forwarded to Legal, the Clerk and Chairman for signatures.

BUDGET/IMPACT:
Neutral; expenditure of $654,936.23. Up to 10% contingency may be added to the purchase order in accordance with the Procurement Manual. Funding is from EK430538-534101 (Stormwater Program).

RECOMMENDED ACTION:
Motion to approve the recommendation and allow staff to issue a contract and upon approval by Legal, authorize the Chairman and Clerk to execute the contract under 25B-120.

AGREEMENT BETWEEN COUNTY AND CONTRACTOR

This Agreement Between County and Contractor, (this "Agreement") made and entered into by and between Marion County, a political subdivision of the State of Florida, located at 601 SE 25th Ave, Ocala, FL 34471 (hereinafter referred to as "COUNTY") and **Art Walker Construction, Inc.**, located at 2889 NW 63rd St., Ocala, FL 34475, possessing FEIN# 59-3417034 (hereinafter referred to as "CONTRACTOR") under seal for the DRA 3794 Erosion Repair - Major Maintenance Project, (hereinafter referred to as the "Project"), and COUNTY and CONTRACTOR hereby agreeing as follows:

WITNESSETH:

In consideration of the mutual covenants and promises contained herein, COUNTY and CONTRACTOR (singularly referred to as "Party," collectively "Parties") hereto agree as follows:

Section 1 – The Contract. The contract between COUNTY and CONTRACTOR, of which this Agreement is part, consists of the Contract Documents. This Agreement approved by the Board of County Commissioners on July 1, 2025 shall be effective on the last signature date set forth below.

Section 2 – The Contract Documents. The Contract Documents are defined as this Agreement, the Specifications, the Drawings, all Purchase Orders, Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the Parties hereafter, together with the following (if any):

Marion County #25B-120 DRA 3794 Erosion Repair - Major Maintenance Project, the Offer, Project Bid Scope and/or Specifications, Plans and Drawings, any/all Addenda as issued in support of this Bid, Recorded Bonds as required, Certificate of Insurance, and Notice to Proceed.

Should any conflict arise between the Contract Documents and the Agreement, the terms of the Agreement shall govern**.**

Section 3 – Entire Agreement. The Contract Documents form the agreement between Parties for the Project and the CONTRACTOR acknowledges receipt of a copy of each and every Contract Document. The Contract Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only in writing. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than COUNTY and CONTRACTOR.

Section 4 – Term. The Work (defined herein) shall commence upon the start date noted on the Notice to Proceed, with substantial completion within 45 Calendar Days and an additional 7 Calendar Days allowed to achieve final completion (the "Term"). Liquidated Damages may be charged at the rate of per calendar day for any days beyond completion schedules. All work shall proceed in a timely manner without delays. TIME IS OF THE ESSENCE. All limitations of time set forth in the Contract Documents are of the essence of this Contractor. The Work may be presumed abandoned after ninety (90) calendar days if CONTRACTOR terminates the Work without just cause or without proper notification to COUNTY, including the reason for termination, or fails to perform Work without just cause for ninety (90) calendar days.

Section 5 – Scope of Services. CONTRACTOR shall complete the scope of services for the DRA 3794 Erosion Repair - Major Maintenance Project, per the Contract Documents, Exhibit A – Scope of Work, Construction Standards, Exhibit B hereto, and within the Term.

Section 6 - Compensation. COUNTY shall make payment of Six Hundred Fiftey FourThousand, Nine Hundred Thirty-Six Dollars and Twenty Two Cents., ($654,936.23), (the "Agreement Price"), to CONTRACTOR under COUNTY's established procedure and according to the schedule set forth in Construction Standards, Exhibit B, and the Schedule of Values, Exhibit C hereto. There shall be no provisions for pricing adjustments during the Term.

Section 7 – Use of Other Contracts. COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or county governmental agencies, school board, community college/state university system or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this Agreement if it is in the best interest of COUNTY.

Section 8 – Assignment. CONTRACTOR may not subcontract all or any part of this Agreement without written approval by COUNTY.

DRAFT

Section 9 – Laws, Permits, and Regulations. Prior to the performance of any Work hereunder, CONTRACTOR shall obtain and pay for all licenses and permits, as required to perform the Work. CONTRACTOR shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the services provided under this Agreement.

Section 10 – Amendments. This Agreement may only be amended by mutual written agreement of both Parties.

Section 11 – Books and Records. CONTRACTOR shall keep records of all transactions, including documentation accurately reflecting the time expended by CONTRACTOR and its personnel. COUNTY shall have a right to request records from CONTRACTOR, and for those records to be made available within a reasonable timeframe depending on method of acquisition.

Section 12 – Public Records Compliance

A. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

Public Relations | 601 SE 25th Ave, Ocala, FL 34471
Phone: 352-438-2300 | Fax: 352-438-2309
Email: publicrelations@marionfl.org

B. CONTRACTOR shall comply with public records laws, specifically:
- Keep and maintain public records required by COUNTY to perform the Work;
- Upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of this Agreement if CONTRACTOR does not transfer the records to COUNTY; and,
- Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of CONTRACTOR or keep and maintain public records required by COUNTY to perform the Work. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon the completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

C. If CONTRACTOR fails to provide the public records to COUNTY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10 Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY. This section shall survive the termination of the Agreement.

Section 13 – Indemnification. CONTRACTOR shall indemnify and hold harmless COUNTY, its officers and employees, from liabilities, damages, and losses, including, but not limited to, property damage, harm or personal injury to third persons, such as death, and costs, including but not limited to reasonable attorneys' fees, which COUNTY, its officers or employees may sustain, or which may be asserted against COUNTY or its officers, or employees, arising out of the activities contemplated by the Agreement to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of the Agreement. This Section shall not be construed in any way to alter COUNTY's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes. This section shall survive the termination of the Agreement.

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Section 14 – Insurance. As applicable, during the period of Work, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to one half its annual aggregate. CONTRACTOR shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-. Self-Insured companies that cannot be rated, will also be considered. All policies must include all requirements listed below, reference the project number and show Marion County as additional insured. The Certificate should also provide for 30-day cancellation notice to the Procurement Director's address, set forth herein.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws.

- Employer's Liability limits for not less than $100,000 each accident $500,000 disease policy limit and $100,000 disease each employee must be included.
- The Contractor/Vendor, and its insurance carrier, waives all subrogation rights against Marion County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- The County requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a Commercial General Liability policy with limits not less than

- $1,000,000 each occurrence for Bodily Injury, Property Damage and Personal and Advertising Injury
- $2,000,000 each occurrence for Products and Completed Operations

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $500,000 combined single limit each accident.

- In the event the Contractor/Vendor does not own vehicles, the Contractor/Vendor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Section 15 – Independent Contractor. In the performance of this Agreement, CONTRACTOR will be acting in the capacity of an "Independent Contractor" and not as an agent, employee, partner, joint venture, or associate of COUNTY. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by CONTRACTOR in the full performance of this Agreement.

Section 16 – Default/Termination. In the event CONTRACTOR fails to comply with any of the provisions of this Agreement, COUNTY may terminate this Agreement for cause by first notifying CONTRACTOR in writing, specifying the nature of the default and providing CONTRACTOR with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, COUNTY thereafter may terminate this Agreement for cause upon written notice to CONTRACTOR without prejudice to COUNTY. In the event of termination of this Agreement for cause, COUNTY will then be responsible to compensate CONTRACTOR only for those services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to CONTRACTOR. In the event of termination of this Agreement without cause, COUNTY will compensate CONTRACTOR for all services timely and satisfactorily performed pursuant to this Agreement up to and including the date of termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY's or other public entity's obligations under this Agreement. Should this occur, COUNTY shall have no further obligation to CONTRACTOR other than to pay for services rendered prior to termination.

Section 17 – Damage to Property. CONTRACTOR shall be responsible for all material, equipment and supplies sold and delivered to COUNTY under this Agreement and until final inspection of the Work and acceptance thereof by COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed, or COUNTY property, buildings, or equipment is damaged during delivery or unloading, or in the course of the WORK prior to final inspection and acceptance, CONTRACTOR shall replace the same or be returned to original state without additional cost to COUNTY, as applicable.

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Section 18 – Governing Law. Law, Venue, Waiver of Jury Trial, and Attorney's Fees. This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County, Florida (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial, (3) the prevailing party shall be entitled to recover all of its costs, including attorney's fees. This section shall survive the termination of the Agreement.

Section 19 – Termination for Loss of Funding/Cancellation for Unappropriated Funds. The obligation of COUNTY for payment to a CONTRACTOR is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 20 – E-Verify, pursuant to Section 448.095, F.S. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

Beginning January 1, 2021, Section 448.095, F.S., requires CONTRACTOR to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits CONTRACTOR from entering into this Agreement unless it is in compliance therewith. Information provided by CONTRACTOR is subject to review for the most current version of the State or Federal policies at the time of the award of this Agreement.

By previously signing the ITB Acknowledgment and Addenda Certification Form, and this Agreement, CONTRACTOR has agreed to perform in accordance with the requirements of this subsection and agrees:

a) It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.
b) COUNTY shall immediately terminate CONTRACTOR if COUNTY has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), F.S., that is, that CONTRACTOR knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
c) If CONTRACTOR enters into a contract with a subcontractor, CONTRACTOR shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
d) CONTRACTOR shall maintain a copy of such affidavit for the duration of this Agreement and provide it to COUNTY upon request.
e) CONTRACTOR shall immediately terminate the subcontractor if CONTRACTOR has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.
f) If COUNTY has a good faith belief that CONTRACTOR's subcontractor has knowingly violated Section 448.095, F.S., but that CONTRACTOR has otherwise complied, COUNTY shall promptly order CONTRACTOR to terminate the subcontractor. CONTRACTOR agrees that upon such an order, CONTRACTOR shall immediately terminate the subcontractor. CONTRACTOR agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate CONTRACTOR.
g) If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date of termination.
h) CONTRACTOR is liable for any additional costs incurred by COUNTY as a result of a termination under this subsection.
i) Any such termination under this subsection is not a breach of this Agreement and may not be considered as such.
j) CONTRACTOR shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
k) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Agreement.

Section 21 – Force Majeure. Neither CONTRACTOR nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing

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or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

Section 22 – Counterparts. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the Parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

Section 23 - Scrutinized Companies, pursuant to Section 287.135, F.S.

A. Certification.
   1. If this Agreement is for One Million Dollars or more, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR was not then and is not now:
      a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or
      b. Engaged in business operations in Cuba or Syria.
   2. If this Agreement is for any amount, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR was not then and is not now:
      a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
      b. Engaged in a boycott of Israel.

B. Termination, Threshold Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for One Million Dollars and CONTRACTOR meets any of the following criteria.
   1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and CONTRACTOR is found to meet any of the following prohibitions:
      a. Submitted a false certification as provided under Section 287.135(5), F.S., or
      b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.
   2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and CONTRACTOR is found to meet any of the following prohibitions:
      a. Submitted a false certification as provided under Section 287.135(5), F.S.;
      b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
      c. Been engaged in business operations in Cuba or Syria.
   3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and CONTRACTOR is found to meet any of the following conditions:
      a. Submitted a false certification as provided under Section 287.135(5), F.S.;
      b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.;
      c. Been engaged in business operations in Cuba or Syria; or
      d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
   4. Was entered into or renewed on or after July 1, 2018, and CONTRACTOR is found to meet any of the following prohibitions:
      a. Submitted a false certification as provided under Section 287.135(5), F.S.;
      b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or

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c. Been engaged in business operations in Cuba or Syria.

C. Termination, Any Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for any amount and meets any of the following criteria.
   1. Was entered into or renewed on or after July 1, 2018, and
   2. CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.

D. Comply; Inoperative. The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

Section 24 – Sovereign Immunity. Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in the Agreement, any obligation of COUNTY to indemnify CONTRACTOR, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of the Agreement.

Section 25 – On-Going Compliance. The Parties acknowledge that the Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of the Agreement. The Parties understand and agree that the Agreement is intended to reflect and require the Parties' compliance with all laws at all times. The Parties expressly and specifically agree to perform the Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

Section 26 – CONTRACTOR Conduct: These Guidelines govern CONTRACTOR while doing work on COUNTY property, as well as its employees, agents, consultants, and others on COUNTY property in connection with CONTRACTOR's work or at CONTRACTOR's express or implied invitation.

- **Courtesy and Respect:** COUNTY is a diverse government institution and it is critical that CONTRACTOR and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
- **Language and Behavior:** CONTRACTOR and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY property is not permitted under any circumstance.
- **No Weapons, Alcohol, or Drugs**: The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by CONTRACTOR or its employees is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.
- **Smoking**: CONTRACTOR and its employees are not permitted to smoke in or near any COUNTY buildings**.**
- **Fraternization**: CONTRACTOR and its employees may not fraternize or socialize with COUNTY staff.
- **Appearance**: CONTRACTOR and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.
- **Reporting**: CONTRACTOR is required to report any matter involving a violation of these rules or any matter involving health or safety, including any altercations, to COUNTY's Procurement Services immediately.

CONTRACTOR is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, CONTRACTOR will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY property and prohibited actions could result in the immediate termination of any or all of CONTRACTOR's contracts with COUNTY.

Section 27 – Authority to Obligate. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and bind and obligate such Party with respect to all provisions contained in this Agreement.

Section 28 – Notices. Except as otherwise provided herein, all written communication between the parties, including all notices, shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be

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deemed effective if mailed, when deposited in a United States Postal Service mailbox with postage prepaid and if hand delivered, upon personally handing same to the party to whom the notice of other communication is addressed with signed proof of delivery. If otherwise delivered, notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. All parties certify that each has software capable of sending electronic mail read receipts to the other. Any party sending notice by electronic mail acknowledges and accepts the inherent risks that come with same. If notice is delivered in multiple ways, notice shall be considered delivered at the earliest delivery time. CONTRACTOR's and COUNTY's representatives and addresses for notice purposes are:

CONTRACTOR: Art Walker Construction, Inc.
2889 NW 63rd St., Ocala, FL 34475
CONTACT PERSON: Tarrah Walker | 352-629-1466

COUNTY: Marion County Office of the County Engineer
c/o Marion County, a political subdivision of the State of Florida
601 SE 25th Ave, Ocala, FL 34471

A copy of all notices to COUNTY hereunder shall also be sent to:

Procurement Services Director
Marion County Procurement Services Department
2631 SE 3rd St., Ocala, FL 34471

Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as procurement@marionfl.org. If CONTRACTOR agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with accepting notices solely by e-mail, CONTRACTOR may designate up to two (2) e-mail addresses: office@artwalkerconstruction.com and brandon@artwalkerconstruction.com. Designation signifies CONTRACTOR's election to accept notices solely by e-mail.

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{Signature Page Follows}

IN WITNESS WHEREOF the Parties have entered into this Agreement, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

WITNESS:

SIGNATURE

PRINTED NAME

WITNESS:

SIGNATURE

PRINTED NAME

MARION COUNTY, A POLITICAL SUB DIVISION OF THE STATE OF FLORIDA

KATHY BRYANT DATE
CHAIRMAN

BCC APPROVED: July 15, 2025
25B-120 | DRA 3794 Erosion Repair - Major Maintenance Project

ART WALKER CONSTRUCTION, INC.

BY: DATE

PRINTED:

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EXHIBIT A

SCOPE OF WORK

PROJECT NAME: DRA 3794 Major Maintenance Project
WORK REQUEST BEGIN DATE: 14 Days from Award Date
WORK REQUEST COMPLETION DATE: 45 + 7 days
MARION COUNTY CONTACT: Riley Jones, Engineer I

PROJECT LOCATION: DRA 3794 is located SE of the intersection of SW HWY 484 and SW 49th CT RD.

DESCRIPTION OF PROJECT
The project involves sinkhole repairs consisting of standard clearing and grubbing, placing and compacting fill in 12-inch lifts, and sodding disturbed areas. A location map and description of work for this project are included as Exhibit A. The project limit is defined as the work location area within the drainage retention area identified in Exhibit A.

QUALITY OF WORK AND MATERIAL REQUIREMENTS
All work and materials provided pursuant to this contract shall be in accordance with OCE Sections 1 & 2 – Specification and General Conditions of the Agreement, Marion County Land Development Code, FDOT Standard Specifications for Road and Bridge Construction, latest edition, and FDOT Design Standards, latest edition.

CONTRACT TERM
The Project Work listed in the Fee Schedule shall be substantially completed within **forty-five (45) days** of the written **Notice to Proceed (NTP)**. The project must be at Final Completion within **seven (7) days** of Substantial Completion. The CONTRACTOR shall not begin Project Work until authorized by the Project Manager in writing by the NTP.

CONTRACTOR'S RESPONSIBILITIES
All Project Work performed shall be in accordance with Contract documents. The CONTRACTOR shall furnish all labor, equipment, fuel, materials and incidentals to perform all operations necessary to complete this work in accordance with these specifications and any applicable drawings.

PRIOR TO SUBMITTING BID
It is in the CONTRACTOR's best interest and highly recommended for the CONTRACTOR to visit the work location before submitting a quote.

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EXHIBIT B- SCHEDULE OF VALUES

GENERAL

Success: All values provided	Bid	#1-1	Mobilization/Demobilization	1	LS	$ 273,396.00	$ 273,396.00
Success: All values provided	Bid	#1-2	Maintenance of Traffic	1	LS	$ 6,825.00	$ 6,825.00
Success: All values provided	Bid	#1-3	Construction Entrance - embankment	1	LS	$ 13,776.00	$ 13,776.00
Basket Total							$ 293,997.00

SINKHOLE REPAIR

Success: All values provided	Bid	#2-1	Clearing and Grubbing - Standard (A-P)	5363	SY	$ 9.61	$ 51,538.43
Success: All values provided	Bid	#2-2	Bahia Sod (A-P)	10719	SY	$ 8.10	$ 86,823.90
Success: All values provided	Bid	#2-3	Earthwork - Sinkhole Repair (A)	1	LS	$ 8,400.00	$ 8,400.00
Success: All values provided	Bid	#2-4	Earthwork - Sinkhole Repair (B)	1	LS	$ 16,800.00	$ 16,800.00
Success: All values provided	Bid	#2-5	Earthwork - Sinkhole Repair (C)	1	LS	$ 29,400.00	$ 29,400.00
Success: All values provided	Bid	#2-6	Earthwork - Sinkhole Repair (D)	1	LS	$ 6,300.00	$ 6,300.00
Success: All values provided	Bid	#2-7	Earthwork - Sinkhole Repair (E)	1	LS	$ 37,800.00	$ 37,800.00
Success: All values provided	Bid	#2-8	Earthwork - Sinkhole Repair (F)	1	LS	$ 4,200.00	$ 4,200.00
Success: All values provided	Bid	#2-9	Earthwork - Sinkhole Repair (G)	1	LS	$ 6,300.00	$ 6,300.00
Success: All values provided	Bid	#2-10	Earthwork - Sinkhole Repair (H)	1	LS	$ 6,300.00	$ 6,300.00
Success: All values provided	Bid	#2-11	Earthwork - Sinkhole Repair (I)	1	LS	$ 6,300.00	$ 6,300.00
Success: All values provided	Bid	#2-12	Earthwork - Sinkhole Repair (J)	1	LS	$ 4,200.00	$ 4,200.00
Success: All values provided	Bid	#2-13	Earthwork - Sinkhole Repair (K)	1	LS	$ 4,200.00	$ 4,200.00
Success: All values provided	Bid	#2-14	Earthwork - Sinkhole Repair (L)	1	LS	$ 6,300.00	$ 6,300.00
Success: All values provided	Bid	#2-15	Earthwork - Sinkhole Repair (M)	1	LS	$ 16,800.00	$ 16,800.00
Success: All values provided	Bid	#2-16	Earthwork - Sinkhole Repair (N)	1	LS	$ 42,000.00	$ 42,000.00
Success: All values provided	Bid	#2-17	Earthwork - Sinkhole Repair (O)	1	LS	$ 12,600.00	$ 12,600.00
Success: All values provided	Bid	#2-18	Earthwork - Sinkhole Repair (P)	1	LS	$ 12,600.00	$ 12,600.00
Basket Total							$ 358,862.33

OUTFALL REPAIR

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EXHIBIT B-SCHEDULE OF VALUES

Success: All values provided	Bid	#3-1	Clearing and Grubbing - Standard (Q & R)	138	SY	$ 6.95	$ 959.10
Success: All values provided	Bid	#3-2	Bahia Sod (Q & R)	138	SY	$ 8.10	$ 1,117.80
Basket Total							$ 2,076.90

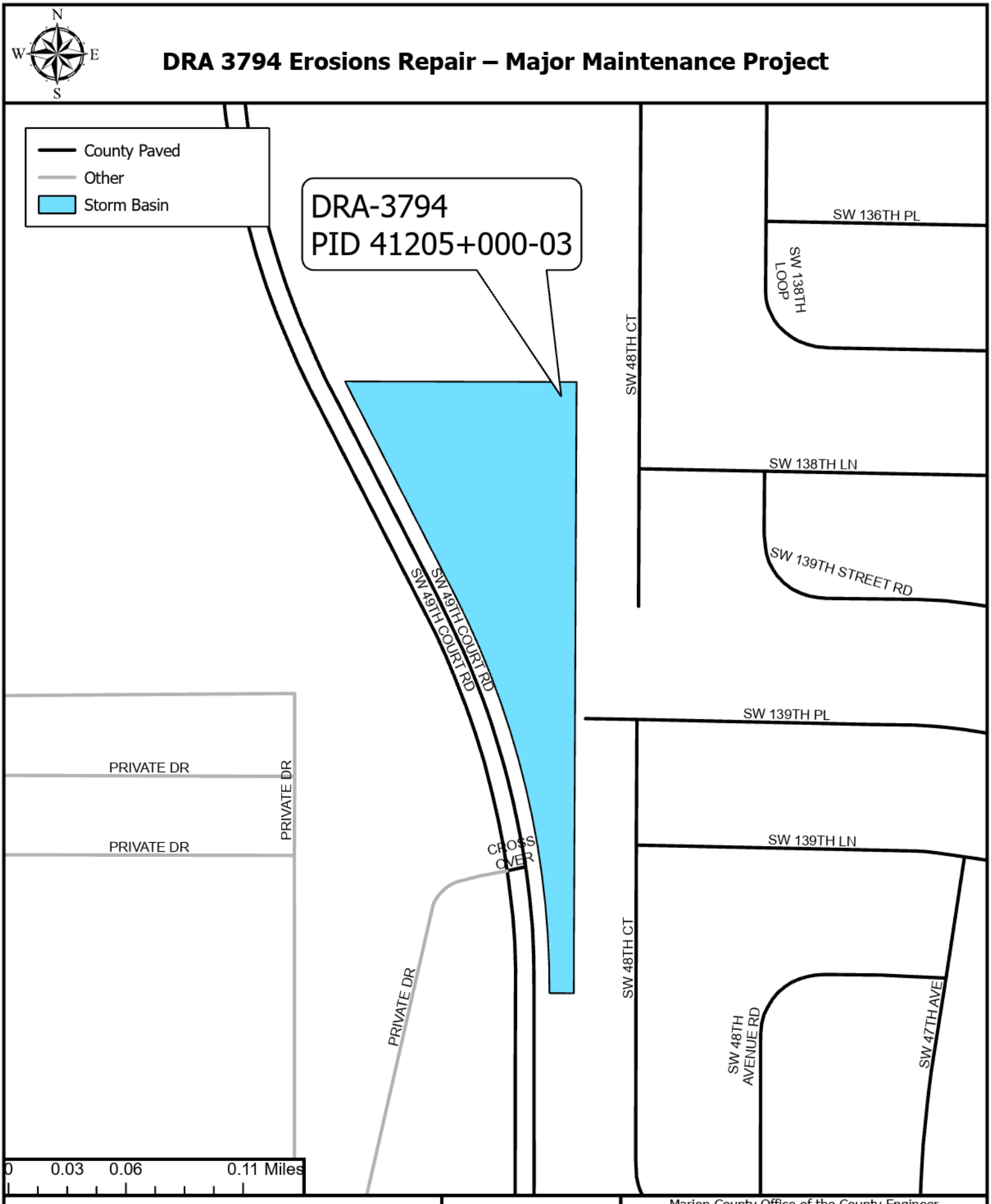
CONTINGENCY

Success: All values provided	Bid	#4-1	Dewatering	1	LS	$ 1.20	$ 1.20
Success: All values provided	Bid	#4-2	Gopher Tortoise - Recipient Site Fee	1	EA	$ 10,200.00	$ 10,200.00
Success: All values provided	Bid	#4-3	Gopher Tortoise - Protected On-Site	1	EA	$ 4,200.00	$ 4,200.00
Success: All values provided	Bid	#4-4	RCP - 48"	1	LF	$ 291.24	$ 291.24
Success: All values provided	Bid	#4-5	Mitered End Section - 48"	1	EA	$ 8,059.80	$ 8,059.80
Basket Total							$ 22,752.24

Grand Total	$ 677,688.47

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DRA 3794 Erosions Repair – Major Maintenance Project



Path: \\mcbcc1\dfs\GIS_TR\Jason.Freeman\Stormwater

Author: Jason Freeman
Printed: 4/16/2025

Marion County Office of the County Engineer
Asset Management Section
412 SE 25th Avenue
Ocala, FL 34471

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19767 **Agenda Date:** 8/5/2025 **Agenda No.:** 7.4.2.

SUBJECT:
Request Approval of Change Order 1 to Purchase Order 2401187: 21Q-227-TO-13 Phase 1 of Marion Oaks Water Main Extension Construction Phase Services - Kimley-Horn and Associates, Inc., Ocala, FL (Budget Impact - Neutral; additional expenditure of $89,920)

INITIATOR:
Susan Olsen, Director

DEPARTMENT:
Procurement Services

DESCRIPTION/BACKGROUND:
On October 5, 2021, the Board approved a contract with Kimley-Horn and Associates, Inc. (KHA), for program management services pertaining to the implementation of multiple utility projects through 2026 under the American Rescue Plan Act (ARPA) and grant funding under the program. Under this task order, KHA will provide the construction phase engineering services for Phase 1 of the Marion Oaks Water Main Extension, to include construction administration and inspection, as well as construction phase ARPA compliance and program management through the completion of this project.

Change Order 1 is being presented for approval in the amount of $89,920 to account for revisions to the scope of services. These revisions reflect adjustments in project responsibilities and inspection services to be performed by KHA through the duration of the project. With this change order, the total amount of the purchase order will increase to $240,050.

A copy of KHA's updated proposal, detailing the revised scope of work, is attached for reference and will be included in the project file as supporting documentation for the purchase order.

BUDGET/IMPACT:
Neutral; additional expenditure of $89,920. Funding is from line FF449536-563102 (American Rescue Plan - SLFRF), Project Code UTCEXT002

RECOMMENDED ACTION:
Motion to approve and authorize Chairman and Clerk to execute Change Order 1 and allow staff to issue to Kimley-Horn and Associates, Inc. under Task Order 21Q-227-TO-13.

Marion County
Board of County Commissioners

Procurement Services
2631 SE Third St.
Ocala, FL 34471
Phone: 352-671-8444
Fax: 352-671-8451

CHANGE ORDER FORM

This form is to be used when a Purchase Order has a change in scope, amount or date. Amounts exceeding 10% of original award requires BCC approval. Some fields may not be applicable and may be left blank. Use your cursor to hover over a field for help.

Date 07/07/2025 Department Utilities Change Order # 1

☐ Additional Days Only Is Board Action Required? Yes

Bid/Contract/Quote Number & Project Title:
21Q-227-TO-13

Contractor/Vendor (Name & Address):
Kimley-Horn and Associates, Inc
1700 SE 17th St
Suite 200
Ocala, FL 34471

PO Number: 2401187

Contract Amount:

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):
UTCEXT002

Is the change order amount from Contingency? Yes ☐ No ☐

Requesting Amount of Contingency:

JUSTIFICATION & DESCRIPTION OF CHANGE

Additional Inspection hours required due to openings in the Utilities Construction inspection staff. This request is to add $89,920 to cover these inspections

* BACKUP DOCUMENTATION MUST BE ATTACHED CLARIFYING CHANGE*

Original Ordered Amount:	$150,130.00
Current Ordered Amount (Not the balance):	$150,130.00
The PO will be increased/decreased by this change order in the amount of: (Do not put contingency amount) Increase ☒ Decrease ☐	$89,920.00
The new PO amount including this change order will be: (PO amount will not change if it comes from contingency)(auto calculated)	**$240,050.00**
Contract time will be Increased/decreased by DAYS	
Prior Substantial Completion Date / Revised Substantial Completion Date	
Prior Final Completion Date / Revised Final Completion Date	

Approval:

Director/Designee 7/9/25 Date

Project Mgr. Date

Administration (If Applicable) Date

Procurement: Date

BCC Approval (when applicable):

Chairman, BCC Date

Attest: Clerk of Court Date

County Administrator Date

Revised 7/2024

FOR REVIEW

AMENDMENT NUMBER 1 TO TASK ORDER 14 BETWEEN KIMLEY-HORN AND ASSOCIATES, INC. AND MARION COUNTY

AMENDMENT NUMBER 1 DATED July 28, 2025, to Task Order 14 between Marion County ("the County") and Kimley-Horn and Associates, Inc., ("Kimley-Horn or Consultant") dated November 9, 2023 (the "TO") concerning Program Management Services for Rescue Grant Projects Phase 1 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

ACCEPTED:

MARION COUNTY	KIMLEY-HORN AND ASSOCIATES, INC.
BY: _____	BY: _____
	Richard V. Busche, P.E.
TITLE: _____	TITLE: Senior Vice President
DATE: _____	DATE: July 28, 2025

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FOR REVIEW

The Consultant shall perform the following Additional Services:

Project Understanding

On November 9, 2023, Kimley-Horn was retained by the County to provide part time construction phase services for the Project. Shortly after construction activities began the County requested that full time inspection and construction management be provided for the project, therefore, the County and Kimley-Horn are prepared to modify the TO as described below.

Scope of Services

Task 1 – Additional Construction Inspection and Management Hours

This Amendment updates the scope of services and increases the budget for Task 1 to reflect changes in project responsibilities and inspection services. It also accounts for additional inspection work previously performed between the Contract date and the Effective Date.

Originally, Task 1 included one part-time inspector. At the County's request, Kimley-Horn increased inspection efforts from part-time to full-time. However, Marion County has now requested a reduction in these services, returning back to limited inspection services.

Pursuant to this Amendment, Kimley-Horn will provide limited inspection services, with one part-time inspector working approximately 45 hours per week, not-to-exceed a total of 556 hours.

The County agrees it will assume primary responsibility for construction management and oversight. Kimley-Horn will provide the limited daily inspection reports to the County's construction manager. The County acknowledges that with Kimley-Horn's part-time inspection role, some project components may be installed without direct observation. The County will coordinate with the contractor to verify and reconcile installed quantities.

Additional Services If Required

Services requested that are not specifically included will be provided under a new and separate TO agreement or can be performed on an hourly basis upon written authorization.

Schedule

Kimley-Horn will provide the above Scope of Services as expeditiously as practicable to meet a mutually agreeable schedule.

Fee and Billing

Kimley-Horn will provide these services for a lump sum fee of $89,920.00, inclusive of expenses. A breakdown of fees is shown in the attached Table A.

FOR REVIEW

Kimley»Horn

TABLE A
COST ESTIMATE FOR SERVICES

PROJECT: AMD 1 TO TASK ORDER 14_MARION OAKS PH 1 AND PH 2 WM EXT
CLIENT: MARION COUNTY
KHA PM: ALAN J. GARRI, PE
BASIS FOR ESTIMATE: COUNTY-APPROVED HOURLY RATES, RFQ 21Q-227

SHEET: 1 of 1
DATE: 7/28/2025

		DIRECT LABOR (MAN-HOURS)							
		Program Manager	Project Manager	Sr Construction Manager	Sr Construction Inspector	LABOR HOURS	EXPENSE ($)	SUB ($)	LABOR TOTAL
TASK ID	TASK DESCRIPTION	$220.00	$190.00	$150.00	$105.00				
1	Inspectioins Servcies Performed from 4/10/25 to 5/31/25			4	280	284			$ 30,000
1	Additional Construction Inspection and Management Hours	6	10	0	540	556			$ 59,920
	TOTALS:	6	10	4	820	840	$ -	$ -	$ 89,920.00
								GRAND TOTAL:	**$ 89,920.00**

FOR REVIEW

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 & Associates, Inc.**, located at located at 421 Fayetteville Street, Suite 600, Raleigh, NC 24501 whose mailing address is 101 E. Silver Springs Blvd., Suite 400, Ocala, FL 34470, possessing FEIN# 56-0885615 (hereinafter referred to as "FIRM") under seal for the Program Management Services for RESCUE Grant Projects, (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 #21Q-227 - Program Management Services for RESCUE Grant Projects, 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 December 31, 2026 ("Term"). **TIME IS OF THE ESSENCE.** All limitations of time set forth in the Contract Documents are of the essence. Work associated with any Task Order may be presumed abandoned after ninety (90) days if FIRM terminates the Work without just cause or without proper notification to COUNTY, including the reason for termination, or fails to perform Work without just cause for ninety (90) consecutive days. All Work will proceed in a timely manner without delays.

Section 5 – Scope of Services. As per specifications and requirements of the Project 21Q-227, FIRM shall provide complete Professional Services as stated in Scope of Work, Exhibit A, hereto, "the Work." Individual projects shall be assigned to FIRM for American Rescue Plan Act (ARPA) funded projects (Task Orders), as required by COUNTY, shall be of varied size and complexity and shall include but not limited to those services outlined in the RFQ. TO's will be assigned a purchase order (PO) only, and a fee schedule and scope of work is required with each task assigned under this Agreement. TO's which exceed $50,000 shall be subject to final review and approval by the Board of County Commissioners (BCC).

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Section 6 – Compensation. COUNTY shall make payment, (the "Agreement Price"), to FIRM under COUNTY's established procedure, and per the rate classification and hourly fee schedule identified below, upon completion of the Work.

CLASSIFICATION		HOURLY RATE
Program Management & Design	Principal	$250
	Program Manager	$220
	Senior Professional Engineer	$220
	Project Manager	$190
	Senior Planner	$180
	Professional Engineer	$175
	Senior Designer	$150
	Senior Technical Support	$125
	Engineer	$125
	CADD Designer	$110
	Administrative Assistant	$60
CEI	Senior Construction Manager	$150
	Senior Construction Inspector	$105
	Construction Inspector	$90

A consumer price index (CPI) rate increase may be requested every two-years, in writing, at least 60 days prior to the contract anniversary date. Requested increase shall be tied to the approved (CPI-U) for All Urban Consumers. 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.

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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.

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.

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.

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- The Contractor/Vendor, and its insurance carrier, waives all subrogation rights against Marion County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- The County requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a Commercial General Liability policy with limits not less than

- $1,000,000 each occurrence for Bodily Injury, Property Damage and Personal and Advertising Injury
- $2,000,000 each occurrence for Products and Completed Operations

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident.

- In the event the Contractor/Vendor does not own vehicles, the Contractor/Vendor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

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 448.09(1), F.S., but that FIRM has otherwise complied, COUNTY shall promptly order FIRM to terminate the subcontractor. FIRM agrees that upon such an order, FIRM shall immediately terminate the subcontractor. FIRM agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate FIRM.
g) If COUNTY terminates this Contract with FIRM, FIRM may not be awarded a public contract for a least one (1) year after the date of termination.
h) FIRM is liable for any additional costs incurred by COUNTY as a result of a termination under this subsection.
i) Any such termination under this subsection is not a breach of this Contract and may not be considered as such.
j) FIRM shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
k) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Contract and COUNTY may treat a failure to comply as a material breach of this Contract.

Section 20 – Force Majeure. Neither FIRM nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

Section 21 – Truth in Negotiation. FIRM warrants that the wage rates and other factual unit costs supporting the compensation to FIRM under this Agreement are accurate, complete and current at the time of contracting. In addition, FIRM understands and agrees that the original Agreement Price and any additions thereto will be adjusted

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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

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2. CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.

D. Comply; Inoperative. The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

Section 24 – Authority to Obligate. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and bind and obligate such Party with respect to all provisions contained in this Agreement.

Section 25 - FIRM's Basic Duties. By executing this Agreement, FIRM represents to COUNTY that FIRM is professionally qualified to act in the professional capacity for the Project and is licensed to practice by all public entities having jurisdiction over FIRM and the Project. FIRM further represents to COUNTY that it will maintain all necessary licenses, permits or other authorizations necessary to act as the professional representative for the Project until its remaining duties hereunder have been satisfied. FIRM assumes full responsibility to COUNTY for the improper acts and omissions of its consultants or others employed or retained by FIRM in connection with the Project. Execution of this Agreement by FIRM constitutes a representation that it will become familiar with the Project site and the local conditions under which the Project is to be implemented.

Section 26 - Bidding/Negotiation Services. FIRM shall assist COUNTY or Construction Manager in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction. Services performed in this phase include reviewing agency submittals and review for permitting.

Section 27 - Construction Administration Services. As a representative of COUNTY, FIRM in conjunction with COUNTY's project management team shall visit the Project site at intervals appropriate to the stage of the FIRM's operations, or as otherwise agreed with COUNTY to become generally familiar with and to keep COUNTY informed about the progress and quality of the portion of the Work completed. FIRM shall determine in general if the Work is being performed in a manner that would indicate that the Work, when fully completed, will be in accordance with this Agreement.

Section 28 - COUNTY's Right to Withhold Payment. In the event that COUNTY in its sole judgment becomes credibly informed that any representations of FIRM are wholly or partially inaccurate, COUNTY may withhold payment of sums then or in the future equal to the amount of the inaccuracy, otherwise due to FIRM until the inaccuracy, and the cause thereof, is corrected to COUNTY's reasonable satisfaction.

Section 29 - Use and Ownership of Documents. The drawings, specifications and other documents or things prepared by FIRM for the Project shall become and be the sole property of COUNTY. FIRM shall be permitted to retain copies thereof for its records and for its future professional endeavors. Such drawings, specifications, and other documents or things are not intended by FIRM for use on other projects by COUNTY or others. COUNTY shall not reuse or make any modifications to the drawings, specifications, and other documents without prior written authorization of FIRM.

Section 30 – Firm Conduct: These Guidelines govern FIRM while doing work on COUNTY property, as well as FIRM's employees, agents, consultants, and others on COUNTY property in connection with the FIRM's work or at the FIRM's express or implied invitation.

- **Courtesy and Respect:** COUNTY is a diverse government institution and it is critical that FIRM and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
- **Language and Behavior:** FIRM and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY property is not permitted under any circumstance.

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- **No Weapons, Alcohol, or Drugs**: The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by FIRM or its employees is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.
- **Smoking**: FIRM and its employees are not permitted to smoke in or near any COUNTY buildings.
- **Fraternization**: FIRM and its employees may not fraternize or socialize with COUNTY staff.
- **Appearance**: FIRM and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.

FIRM is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, FIRM will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY property and prohibited actions could result in the immediate termination of any or all of FIRM's contracts with COUNTY.

Section 31 – Sovereign Immunity. Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in the Agreement, any obligation of COUNTY to indemnify FIRM, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of the Agreement.

Section 32 – On-Going Compliance. The Parties acknowledge that the Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of the Agreement. The Parties understand and agree that the Agreement is intended to reflect and require the Parties' compliance with all laws at all times. The Parties expressly and specifically agree to perform the Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

Section 33 – Notices. Except as otherwise provided herein, all written communication between the parties, including all notices, shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be deemed effective if mailed, when deposited in a United States Postal Service mailbox with postage prepaid and if hand delivered, upon personally handing same to the party to whom the notice of other communication is addressed with signed proof of delivery. If otherwise delivered, notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. All parties certify that each has software capable of sending electronic mail read receipts to the other. Any party sending notice by electronic mail acknowledges and accepts the inherent risks that come with same. If notice is delivered in multiple ways, notice shall be considered delivered at the earliest delivery time. FIRM's and COUNTY's representatives and addresses for notice purposes are:

FIRM: Kimley-Horn & Associates, Inc.
101 E. Silver Springs Blvd., Suite 400, Ocala, FL 34470
CONTACT PERSON: Alan Garri | 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: richard.busche@kimley-horn.com and alan.garri@kimley-horn.com. Designation signifies FIRM's election to accept notices solely by e-mail.

COPY

Section 34 – Law, Venue, Waiver of Jury Trial, Attorney's Fees. This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County, Florida, (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial, (3) the prevailing party shall be entitled to recover all of its costs, including attorney fees.

Section 35 – Exhibits/Attachments. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein: **EXHIBIT A – Scope of Work**

IN WITNESS WHEREOF the Parties have entered into this Agreement, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

10/19/2021
GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA

10/19/2021
JEFF GOLD DATE
CHAIRMAN

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

FOR: 10/15/2021
MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

BCC APPROVED: October 5, 2021
21Q-227 | Program Management Services for RESCUE Grant Projects

WITNESS:

SIGNATURE
Stacy Boney
PRINTED NAME

KIMLEY-HORN & ASSOCIATES, INC.

10-5-2021
BY: DATE
RICHARD V. BUSCHÉ
PRINTED:
SR. VICE PRESIDENT
ITS: (TITLE)

WITNESS:

SIGNATURE
Alan Harb
PRINTED NAME

COPY

EXHIBIT A
SCOPE OF WORK

DEFINITIONS

County or COUNTY– Marion County, Florida

Consultant - Professional Consultant or Consultant Team or Firm.

Design Professionals – Unless otherwise specified, definition shall encompass all designers on the project to include but not limited to professional engineers, architects and so forth and any subconsultants therewith.

PM – Program Manager

RFQ - Request for Qualification; this solicitation.

OVERVIEW

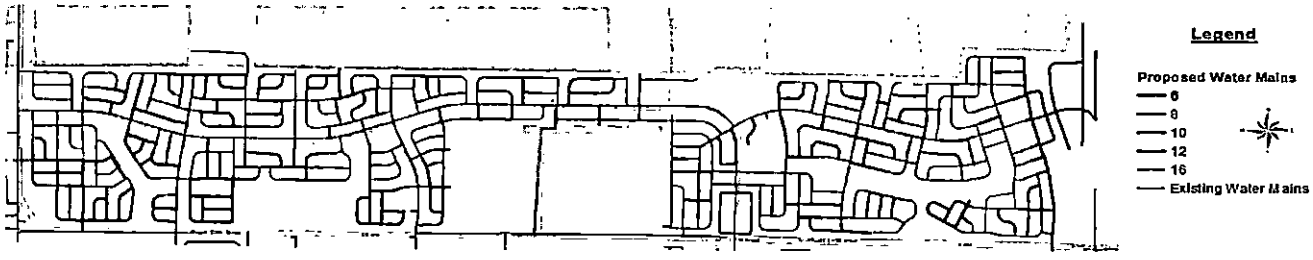
On March 11, 2021, the President of the United States signed the American Rescue Plan Act (RESCUE). This act provides for specific funding allocations directly to state, local, and municipal government agencies. The funds provide substantial flexibility for each jurisdiction to meet local needs—including support for households, small businesses, impacted industries, essential workers, and the communities. These funds also deliver resources that recipients can invest in building, maintaining, or upgrading their water, sewer, and broadband infrastructure.

The RESCUE plan provides for Marion County to invest in water and sewer infrastructure, making necessary investments to improve access to clean drinking water and to support vital wastewater infrastructure.

Proposition 1: Marion Oaks – North Water Infrastructure System ~ $10,000,000

- Utilizing the existing central water transmission/distribution system, connect and close all of the dead end mains within the North Marion Oaks System and provide a closed system that will service all of the properties within the Marion Oaks – North Area (reference Figure 1-1).
    - Approximately 132,036 linear feet of 6-inch, 8-inch, 10-inch, 12-inch, and 16-inch water mains to complete the central water system in the Marion Oaks – North Water Area.
    - Include valves, fire hydrants, water services, air releases assemblies and all required appurtenances to complete the central water system.

Figure 1-1 Marion Oaks – North Water Infrastructure In-Fill

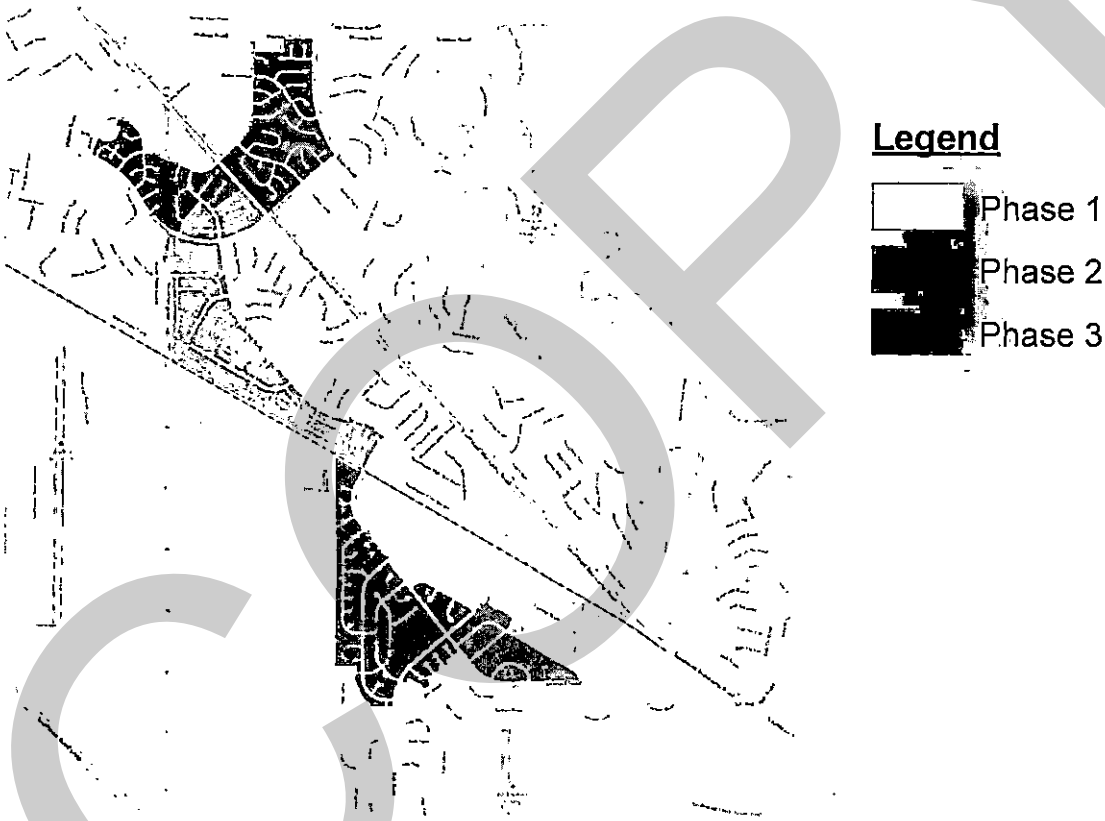


COPY

Proposition 2: Silver Springs Shores Water and Wastewater System Improvements ~ $40,000,000

- Initiate Septic to Sewer conversion in the Silver Springs Shores (SSS) area of Marion County through three (3) phases of work that will include approximately 500 properties in each phase. Each project would include lift stations, manholes, gravity sewer mains, force mains, sewer services to each property in the phases, and all required appurtenances to complete the central sewer system.
- The projects will also include water mains (varies sizes), valves, fire hydrants, water services, air releases assemblies and all required appurtenances to complete the central water system with the installation of the sewer system.

Figure 1-2 Silver Springs Shores Wastewater Infrastructure In-Fill



The PM will work closely with County staff, County's financial, procurement teams and other applicable parties in packaging projects for issuance to maximize the grant funding associated with the program.

The PM will develop an expedited project delivery method to meet the schedule associated with the grant funding program.

The PM shall group projects to streamline processes, minimize costs, to increase productivity, and to complete projects on schedule and within the budget.

COPY

SCOPE OF SERVICES

The consultant shall have a highly skilled and experienced project team comprised of seasoned, well-rounded team members with related experience in the following areas discussed below. Program Manager (PM) team shall have the design criteria package development, planning, design and construction management experience in managing civil projects (retro existing subdivisions with new transmission and distribution water mains with services, new wastewater collection systems with services, and combined water distribution and wastewater collection systems) and supporting civil skills to include roadways, stormwater and associated skills to support the water and wastewater projects. Services shall include all general leadership and management functions required of a PM including but not limited to: development of design criteria package to support alternate delivery methods that may be available under Florida Statutes, recommendations for project delivery, procurement validating programming results, tracking budgets, preparing cost estimates, providing Construction Engineering & Inspection (CEI) services, providing support related to specific grant requirements and additional grant applications, to include but not limited to Build American or Davis Bacon, auditing requirements, validating construction cost/cost of work, monitoring schedules, maintaining County electronic files and hard files for auditing purposes and public records; overseeing quality of all aspects of the project; communication with the project team; coordinating all issues, documentation, minutes, action items, and approvals to move the projects through all the various phases; providing direct interface with end-users and other stakeholders as required; briefing officials, Boards/Commissions, adhoc committees, and being more particularly described as follows:

1. Maintain a single point of contact for the County.
2. Create a comprehensive project plan to include design criteria packages and schedules providing the best delivery approach to package and implement such projects at various phases to meet the grant schedules associated with any grants that may support the County, to include the RESCUE Program, while minimizing issuance costs implications. Such plan shall include but not limited to:
    a. Provide plan to establish, lead and coordinate all project related meetings to include updates, status reports related to grants that support the County, to include the RESCUE Program. Establish, lead and coordinate all project related meetings.
    b. Work with staff and County Commission on prioritization and phasing of projects.
    c. Provide best procurement methods to projects and suggest best practices in industry on oversight, cost control, quality control/quality assurance and related.
    d. Update and revise accordingly overall program budget including hard and soft costs for each project meeting all goals/objectives for each project and staying within the prescribed budgets as set forth with each project. Provide for cost-saving measures such as value engineering, savings in procurement methods, and streamlining measures to support the projects.
    e. Where applicable, provide a public communication/notification plan for projects affecting not only immediate neighborhoods but also community-wide citizens. Some projects will have a more immediate impact than others. The Plan needs to assess and measure each project and its area impact and include meetings, design programs and fully execute neighborhood notifications to the area, through personalized invitations, telephone contact, email, door hangers or other means determined by County staff and/or County Commission so as to ensure proper notification of affected citizens.

COPY

3. Work with County staff and the financial team to include the Financial Advisor, Bond Counsel and Marion County Clerk's Office to determine the following:
    a. Appropriate number of issues and the necessary materials for the associated grants supporting the Program.
    b. Track project costs, project cash flows, monitor, and manage all payments to consultants and contractors.
    c. Assist County in developing the financial procedures, programs, and support documents to manage and monitor the grant program for auditing purposes and compatible with the County's financial software.
    d. Provide recommended maintenance and operations costs for future Utility budgeting purposes.
    e. Work with County staff and/or financial team to develop alternative capital funding options, if necessary, and provide cash flow projections.
4. Assist in coordination and production of public information about the grant program and coordinate with County staff with a public outreach program to allow the public an overall view of the grant-related infrastructure improvements. This will include:
    a. Work with County's public outreach team with web-based information and illustrations, exhibits, maps, signs, press releases, pictures, videos, interviews, Power Point presentations, and other types of educational material.
    b. Assist staff to create a timeline monologue on certain projects through pictures, videos, interviews and so forth.
    c. Assist in presentations not only to the Board of County Commissioners but also local civic organizations, other governmental bodies, Chamber of Commerce, neighborhood groups, church groups and so forth.
    d. Assist staff in coordination and scheduling of ground-breaking activities, milestone presentation announcements and press conferences.
    e. Coordinate design and placement of appropriate project signage for all projects ensuring consistent theme, branding and recognition of stakeholders across all projects.
5. Draft and/or modify Request for Qualifications/Proposals for Progressive Design Build Teams. Oversee the process and assist the County in the selection of the best qualified Progressive Design Build Team(s). Follow up with and de-brief, if necessary, non-selected firms. Create and/or modify existing standardized professional service and construction contracts for review and final drafting by County Procurement staff. Assist in incorporating all necessary insurance levels, bonds and so forth in the appropriate agreement/contract. Oversee that all submittals are received and approved prior to starting work on these items.
6. Create and/or modify existing standardized professional service and construction contracts for review and final drafting by County Procurement and Legal staff. Assist in incorporating all necessary contract requirements, grant requirements and so forth in the appropriate agreement/contract. Oversee that all submittals are received and approved prior to starting work on these items.

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7. Negotiate terms with consultants, design professional, contractors, Progressive Design Build Team(s) and so forth that are favorable to the County providing not only the best value and meeting the goals of the program but also a fee that is within the individual project's budget. If terms are unacceptable to the County, re-bid, renegotiate or select another firm that will meet the County's terms. Coordination with County Procurement will be required for this effort.

8. If required, assist with easement, purchase in fee lands that support future lift stations, and/or right-of-way acquisition in the coordination of acquisition services and the timely acquisition of easements, land in fee and/or right-of-way. This would include providing preliminary cost estimates and a priority acquisition schedule.

9. Provide design professional program activities related to establishing the systems and procedures necessary to implement the design and construction bond projects, ensuring consistency across the County, including:

    a. Meet and coordinate with various entities to establish goals, constraints, priorities, and responsibilities.

    b. Prepare a Master Schedule for the program, including developing design criteria packages, developing a schedule for individual projects, land to include right-of way, easement and fee acquisition, and construction phase services. The Master Schedule will be updated as needed throughout the duration of the Program.

    c. Develop and maintain a filing system to include program management materials, planning documents, design criteria package documents, design documents, right-of-way/easement documents, and bid documents.

    d. The PM shall recommend to staff any forms, procedures or standards that should be implemented to aide in project delivery. Particular attention should be given to items that expedite project delivery and/or reduce project expenditures.

10. Provide services associated with the preparation of the project delivery methods to include Progressive Design Build Delivery Method with support in each task such as Task I Design and Task II Guaranteed Maximum Price ("GMP") Phase, including:

    a. Prepare the design criteria package which will include a concise, performance-oriented drawings or specifications of the public construction project. The purpose of the design criteria package is to furnish sufficient information to permit design-build firms to prepare a bid or a response to an agency's request for proposal, or to permit an agency to enter into a negotiated design-build contract. The design criteria package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project.

    b. Prepare independent design professional fee estimate for each project within the Program.

    c. Ensure that all necessary design professionals (i.e. geotechnical, survey and/or environmental) are included on the project design team.

    d. Negotiate contracts with selected firms to include both Task I and Task II contracts.

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e. Conduct kick-off meeting with project firm/team.

f. Perform design reviews in accordance with any established procedures.

g. Assist with developing and negotiating the Guaranteed Maximum Price (GMP) to support the Task II portion of the Progressive Design Build delivery method.

h. Review invoices.

i. Conduct progress meetings, as needed.

j. If required, oversee Design, Bid, and Build project bid phase activities, including:

   i. Preparing bid documents.

   ii. Advertisement of projects.

   iii. Prepare and distribute addendums, as necessary.

   iv. Conduct a pre-bid meeting.

   v. Conduct a tabulation and evaluation of bids and contractors.

   vi. Recommend a contract award.

k. Provide project close out, including obtaining final as-built plans received from contractor, once project construction is completed.

l. Assist in developing the required protocol to track utility connections (both water and sewer) under the mandatory connection requirements. Implement such programs and assist in the implementation of the program.

11. Conduct, as necessary, a constructability review and provide a value engineering service for projects outside of scope and budget.

12. Manage all contracts (County, Progressive Design Build Teams, special consultants, etc.) related to the projects.

13. Conduct site visits and inspections to review work in place and report in a standard format to the County with reference to utilities standards/specifications, schedules and budgets. Monitor construction progress and advise the County of any observations of non-conforming scope or workmanship quality concerns. Administrate construction contract and general conditions and serve as County's representative.

    a. Provide field and quality control/ quality assurance oversight.

    b. Provide on-sight construction inspection services.

The County has the option to either perform all or parts of construction inspection services at their discretion with the PM adjusting their resources accordingly. The PM shall not duplicate or waste resources where it is not needed.

In addition to the requested services, the PM shall be tasked with looking at alternative procurement or delivery methods such as construction manager-at-risk (CMAR) or design-build to expedite project delivery and reduce costs. Additional items that may be considered are described in more detail under below.

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Additional Services

In addition to the aforementioned overview of requested services, the PM shall be tasked in looking at other procurement or delivery methods such as Construction Manager-at-Risk (CMAR) or Progressive Deign Build to expedite project delivery and reduce costs. Once a firm is selected, the following will be considered on final scope of services:

1. Draft and/or modify existing agreement/contract with best qualified contractor and/or consultant.
2. Maintain appropriate confidentiality and comply with Open Records Requests.
3. Provide the draft agreement/contract in order to eliminate extended negotiation of terms after selection.
4. Guide the selection process consistent with a construction management approach acceptable to owner.
5. Negotiate financial and related issues to finalize the agreement/contract with selected contractor and/or consultant.
6. Coordinate with the County to insure all procedures are in compliance with statutes and regulations.
7. Provide follow-up and de-briefing sessions with non-selected firms.
8. Collect and process all required documents from contracted firms before proceeding with work. (i.e., bonds, insurance, etc.).
9. Issue "Notices to Proceed" on appropriate phases when all necessary requirements have been completed.
10. Carry out necessary contractual actions and transactions during the various contract phases.
11. Review standard contract for billing, procurement, timelines, change orders, applications for payment and all processes required.
12. Oversee contractor or consultant selection criteria and review of contractor qualifications and capability to perform scope of work and comply with schedule and specifications. PM shall be tasked in qualifying contractor or consultant in checking work history, references, financial background and so forth on the contract.
13. Negotiate terms with contractors or consultants favorable to the County; re-bid, re-negotiate or select another for the project if best value proposal is greater than project budget after selection of contractor or consultant by County.
14. After selection of contractor or consultant by County, work with design professional with transmitting standard procurement requirements to contractors and subcontractors.
15. Review information submitted by contractor or consultant to include insurance, employee pay scales (compliance with grant requirements, if any), material suppliers, subcontractors list, bonds and financing.
16. Provide overall project management of each consultant and work task.
17. Conduct regular meetings between County, design professionals and all concerning parties to review and evaluate design documents for compliance with County requirements.

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18. Conduct review of schedule. If a benefit and cost-effective to the County, conduct schedule optimization or best practice.
19. Provide preliminary design review for code compliance or best practice.
20. Conduct reviews of consultant/contractor or designer's cost estimate, reconcile, and take action to keep cost within budget.
21. Oversee preparation of project documents addressing all project elements.
22. Conduct design review meetings and project management meetings with the County to update on progress, financial status, construction issues and use of project contingencies.
23. Coordinate with government entities for any building or statutory reviews and other approvals.
24. Participate in drawing/plan reviews for completeness, constructability, and cost savings. Coordinate, review, and evaluate all construction documents submitted by design professionals and sub consultants for compliance with owner's design guidelines, detailed program needs and performance specifications before procurement of sub-contractors.
25. Develop/and or modify existing Projects Procedures Manual.
26. Develop/and or modify existing Projects Standard Forms.
27. Develop/and or modify existing Projects Engineering Design Criteria.
28. Develop/and or modify existing Projects Plan Preparation Criteria.
29. Develop/and or modify existing Develop Projects Standards for CADD and CADD procedures.
30. Review County-adopted Standard Detail sheets for projects, and revise, as necessary. Create new Standard Detail sheets, as needed for the Program.
31. Review County-adopted Construction Specifications and revise, as necessary. Create new Construction Specifications, as needed for the Program.
32. The PM shall recommend to staff whether such aforementioned or any documents might be unnecessary or of little value in view of the scope or complexity of programmed projects.
33. Manage the Geotechnical Investigations and develop contracts for geotechnical firms, and review and disseminate results from the geotechnical investigations.
34. Manage and oversee design and survey firm activities, including:
    a. Aerial photography.
    b. Benchmark and project control data.
    c. Profile of existing structures, right-of-way, driveways, stormwater improvements, and utilities.
    d. Boundary and topographic survey as needed for each project.
35. Update and detail any master program plan and schedule including any project plan and schedule within such master program, including major construction elements, and, if a benefit and cost effective to the County, conduct optimization session(s) or best practice.

COPY

36. With alternative delivery methods, such as Progressive Design Build or CMAR project delivery method, the PM shall receive, Guaranteed Maximum Price (GMP) proposal, evaluate, negotiate, and provide recommendation for acceptance.

37. If cost-effective, perform a formal constructability program or best practice.

38. Implement a project change management system to control "scope creep" or best practice. Nevertheless, the PM will be responsible for quality control/quality assurance on all projects and will be responsible for controlling scope creep and provide the County a plan, oversee, and show results to control "scope creep".

39. Serve as the County's point of contact during construction. Conduct construction update meetings at construction sites with the frequency of such meetings based upon the recommendation of the PM subject to approval by the County. Meeting frequency is subject to change at the discretion of the County.

40. Review required documents/outlines from contractor or consultant including quality control/quality assurance plan, safety plan, environmental compliance plan, and any other applicable plan related to the project and report to contractor/consultant and County.

41. Conduct site visits and inspections to review work in place and report in a standard format to County with reference to facilities standards/specifications, schedules and budgets. Monitor construction progress and advise County of any observations of non-conforming scope or quality workmanship. Administrator construction Contract and General Conditions and serve as County's representative. To include, but not be limited to:

    a. Provide Field Inspection and Quality Assurance Oversight.

    b. Provide on-sight construction inspection services. The County shall have the option to either perform all or part thereof construction inspection services at their discretion with the PM adjusting their resources accordingly. The PM shall not duplicate or waste their resources where it is not needed.

42. Review compliance with all plans, specifications and required terms and conditions and report to County on status.

43. Review approved submittals. Obtain the County approvals where needed.

44. If GMP contract, track savings balance and plan for its use or recapture.

45. Monitor Requests for Information (RFI's) and design professional, contractor, consultant's responsiveness.

46. Coordinate vendors under separate contract to County, such as security, data, telecom, move management and so forth.

47. If applicable, review contractor's building permits and turnover plan as part of planning for start-up.

48. Evaluate payment applications and make recommendations to County on approval of requests for progress payments.

49. Perform final inspections and review punch list work.

50. Monitor all pre-functional testing and check-out for compliance with commissioning plan.

COPY

51. Oversee turnover of all certification documentation and submittals to proper agencies on behalf of the County. Submit as-builts, inventory, and documentation for auditing purposes to the County in an approved form compatible to the County's financial software.
52. Review all contractual and warranty obligations for compliance including the issuance of all documents such as operations and maintenance manuals.
53. Generate and deliver tickler file of all warranty deadlines for each project.
54. Coordinate reviews of warranty items after a determined date by the County.
55. Provide the County applicable future maintenance and operation cost estimates for budgeting purposes.
56. Perform other duties as assigned by the County to support the Program.

COPY

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19766 **Agenda Date:** 8/5/2025 **Agenda No.:** 7.4.3.

SUBJECT:
Request Approval of Change Order 1 to Purchase Order 2401307: 21Q-227-TO-14 Phase 2 of Silver Springs Shores Septic to Sewer Construction Phase - Kimley-Horn and Associates, Inc., Ocala, FL (Budget Impact - Neutral; additional expenditure of $182,145)

INITIATOR:
Susan Olsen, Director

DEPARTMENT:
Procurement Services

DESCRIPTION/BACKGROUND:
On October 5, 2021, the Board approved a contract with Kimley-Horn and Associates, Inc. (KHA), for program management services pertaining to the implementation of multiple utility projects through 2026 under the American Rescue Plan Act (ARPA) and grant funding under the program. ARPA grant requires that specific payroll related data be submitted as well as the Florida Department of Environmental Protection (FDEP) portion of the grants coming from Federal funds. Under this task order, KHA will provide ARPA compliance services required under the grant guidelines, that were not included in the original quotes.

Change Order 1 is being presented for approval in the amount of $182,145 to account for revisions to the scope of services. These revisions reflect adjustments in project responsibilities and inspection services to be performed by KHA through the duration of the project. The additional scope is necessary due to a shortage of staff in the Marion County Utilities Department, requiring KHA to provide extended support to ensure continued progress and compliance. With this change order, the total amount of the purchase order will increase to $451,200.

A copy of KHA's updated proposal, detailing the revised scope of work, is attached for reference and will be included in the project file as supporting documentation for the purchase order.

BUDGET/IMPACT:
Neutral; additional expenditure of $182,145. Funding is from line FF449536-563102 (American Rescue Plan - SLFRF), Project Code UTCEXT004B

RECOMMENDED ACTION:
Motion to approve and authorize the Chairman and Clerk to execute Change Order 1 and allow staff to issue to Kimley-Horn and Associates, Inc. under Task Order 21Q-227-TO-14.

Marion County
Board of County Commissioners

Procurement Services
2631 SE Third St.
Ocala, FL 34471
Phone: 352-671-8444
Fax: 352-671-8451

CHANGE ORDER FORM

This form is to be used when a Purchase Order has a change in scope, amount or date. Amounts exceeding 10% of original award requires BCC approval. Some fields may not be applicable and may be left blank. Use your cursor to hover over a field for help.

Date 07/07/2025 Department Utilities Change Order # 1

☐ Additional Days Only Is Board Action Required? Yes

Bid/Contract/Quote Number & Project Title:
21Q-227-TO-14

Contractor/Vendor (Name & Address):
Kimley-Horn and Associates, Inc
1700 SE 17th St
Suite 200
Ocala, FL 34471

PO Number: 2401307

Contract Amount:

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):
UTCEXT004B

Is the change order amount from Contingency? Yes ☐ No ☐

Requesting Amount of Contingency:

JUSTIFICATION & DESCRIPTION OF CHANGE

Additional Inspection hours required due to openings in the Utilities Construction inspection staff. This request is to add $182,145 to cover these inspections

* BACKUP DOCUMENTATION MUST BE ATTACHED CLARIFYING CHANGE*

Original Ordered Amount:	$269,055.00
Current Ordered Amount (Not the balance):	$269,055.00
The PO will be increased/decreased by this change order in the amount of: (Do not put contingency amount) Increase ☒ Decrease ☐	$182,145.00
The new PO amount including this change order will be: (PO amount will not change if it comes from contingency)(auto calculated)	**$451,200.00**
Contract time will be Increased/decreased by DAYS	
Prior Substantial Completion Date / Revised Substantial Completion Date	
Prior Final Completion Date / Revised Final Completion Date	

Approval:

Director/Designee 7/9/25 Date

Project Mgr. Date

Administration (If Applicable) Date

Procurement: Date

BCC Approval (when applicable):

Chairman, BCC Date

Attest: Clerk of Court Date

County Administrator Date

Revised 7/2024

FOR REVIEW

Kimley»Horn

AMENDMENT NUMBER 1 TO TASK ORDER 17 BETWEEN KIMLEY-HORN AND ASSOCIATES, INC. AND MARION COUNTY

AMENDMENT NUMBER 1 DATED April 9, 2025, to Task Order 17 between Marion County ("the County") and Kimley-Horn and Associates, Inc., ("Kimley-Horn or Consultant") dated March 22, 2024 ("TO") concerning Program Management Services for Rescue Grant Projects Phase 2 of the Silver Springs Shores Septic to Sewer 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

ACCEPTED:

MARION COUNTY	KIMLEY-HORN AND ASSOCIATES, INC.
BY:_____	BY:_____
	Richard V. Busche, P.E.
TITLE:_____	TITLE: Sr. Vice President
DATE:_____	DATE: June 26, 2025

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FOR REVIEW

Consultant shall perform the following Additional Services:

Project Understanding

On March 22, 2024, Kimley-Horn was retained by the County to provide construction phase services for the Project. Shortly after construction activities began the County requested that full time inspection and construction management be provided for the project, therefore, the County and Kimley-Horn are prepared to modify the TO as described below.

Scope of Services

Task 1 – Additional Construction Inspection and Management Hours

This Amendment updates the scope of services and increases the budget for Task 1 to reflect changes in project responsibilities and inspection services. It also accounts for additional inspection work previously performed between the Contract date and the Effective Date.

Originally, Task 1 included one part-time inspector. At the County's request, Kimley-Horn increased inspection efforts from part-time to full-time. However, Marion County has now requested a reduction in these services, returning back to limited inspection services.

Pursuant to this Amendment, Kimley-Horn will provide limited inspection services, with one part-time inspector working approximately 45 hours per week, not-to-exceed a total of 1,602 hours.

The County agrees it will assume primary responsibility for construction management and oversight. Kimley-Horn will provide the limited daily inspection reports to the County's construction manager. The County acknowledges that with Kimley-Horn's part-time inspection role, some project components may be installed without direct observation. The County will coordinate with the contractor to verify and reconcile installed quantities.

Additional Services If Required

Services requested that are not specifically included will be provided under a new and separate TO agreement or can be performed on an hourly basis upon written authorization.

Schedule

Kimley-Horn will provide the above Scope of Services as expeditiously as practicable to meet a mutually agreeable schedule.

Fee and Billing

Kimley-Horn will provide these services for a lump sum fee of $182,145.00, inclusive of expenses. A breakdown of fees is shown in the attached Table A.

FOR REVIEW

TABLE A
COST ESTIMATE FOR SERVICES

PROJECT: Silver Springs Shores Septic to Sewer Ph 2 CO 1
CLIENT: MARION COUNTY
KHA PM: Alan J. Garri P.E.
BASIS FOR ESTIMATE: COUNTY-APPROVED HOURLY RATES, RFQ 21Q-227

SHEET: 1 of 1
DATE: 6/26/2025

		DIRECT LABOR (MAN-HOURS)							
		Program Manager	Project Manager	Sr Construction Manager	Sr Construction Inspector	LABOR HOURS	EXPENSE ($)	SUB ($)	LABOR TOTAL
TASK ID	TASK DESCRIPTION	$220.00	$190.00	$150.00	$105.00				
1	Inspection Services Performed 5/15/25 to 5/31/25	0	0	3	91	94			$ 10,005
1	Additional Construction Inspection and Management Hours	12	30	0	1560	1602			$ 172,140
	TOTALS:	12	30	3	1651	1696	$ -	$ -	$ 182,145.00
								GRAND TOTAL:	**$ 182,145.00**

FOR REVIEW

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 & Associates, Inc.**, located at located at 421 Fayetteville Street, Suite 600, Raleigh, NC 24501 whose mailing address is 101 E. Silver Springs Blvd., Suite 400, Ocala, FL 34470, possessing FEIN# 56-0885615 (hereinafter referred to as "FIRM") under seal for the Program Management Services for RESCUE Grant Projects, (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 #21Q-227 - Program Management Services for RESCUE Grant Projects, 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 December 31, 2026 ("Term"). **TIME IS OF THE ESSENCE.** All limitations of time set forth in the Contract Documents are of the essence. Work associated with any Task Order may be presumed abandoned after ninety (90) days if FIRM terminates the Work without just cause or without proper notification to COUNTY, including the reason for termination, or fails to perform Work without just cause for ninety (90) consecutive days. All Work will proceed in a timely manner without delays.

Section 5 – Scope of Services. As per specifications and requirements of the Project 21Q-227, FIRM shall provide complete Professional Services as stated in Scope of Work, Exhibit A, hereto, "the Work." Individual projects shall be assigned to FIRM for American Rescue Plan Act (ARPA) funded projects (Task Orders), as required by COUNTY, shall be of varied size and complexity and shall include but not limited to those services outlined in the RFQ. TO's will be assigned a purchase order (PO) only, and a fee schedule and scope of work is required with each task assigned under this Agreement. TO's which exceed $50,000 shall be subject to final review and approval by the Board of County Commissioners (BCC).

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Section 6 – Compensation. COUNTY shall make payment, (the "Agreement Price"), to FIRM under COUNTY's established procedure, and per the rate classification and hourly fee schedule identified below, upon completion of the Work.

CLASSIFICATION		HOURLY RATE
Program Management & Design	Principal	$250
	Program Manager	$220
	Senior Professional Engineer	$220
	Project Manager	$190
	Senior Planner	$180
	Professional Engineer	$175
	Senior Designer	$150
	Senior Technical Support	$125
	Engineer	$125
	CADD Designer	$110
	Administrative Assistant	$60
CEI	Senior Construction Manager	$150
	Senior Construction Inspector	$105
	Construction Inspector	$90

A consumer price index (CPI) rate increase may be requested every two-years, in writing, at least 60 days prior to the contract anniversary date. Requested increase shall be tied to the approved (CPI-U) for All Urban Consumers. 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.

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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.

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.

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.

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- The Contractor/Vendor, and its insurance carrier, waives all subrogation rights against Marion County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- The County requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a Commercial General Liability policy with limits not less than

- $1,000,000 each occurrence for Bodily Injury, Property Damage and Personal and Advertising Injury
- $2,000,000 each occurrence for Products and Completed Operations

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident.

- In the event the Contractor/Vendor does not own vehicles, the Contractor/Vendor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

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 448.09(1), F.S., but that FIRM has otherwise complied, COUNTY shall promptly order FIRM to terminate the subcontractor. FIRM agrees that upon such an order, FIRM shall immediately terminate the subcontractor. FIRM agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate FIRM.
g) If COUNTY terminates this Contract with FIRM, FIRM may not be awarded a public contract for a least one (1) year after the date of termination.
h) FIRM is liable for any additional costs incurred by COUNTY as a result of a termination under this subsection.
i) Any such termination under this subsection is not a breach of this Contract and may not be considered as such.
j) FIRM shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
k) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Contract and COUNTY may treat a failure to comply as a material breach of this Contract.

Section 20 – Force Majeure. Neither FIRM nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

Section 21 – Truth in Negotiation. FIRM warrants that the wage rates and other factual unit costs supporting the compensation to FIRM under this Agreement are accurate, complete and current at the time of contracting. In addition, FIRM understands and agrees that the original Agreement Price and any additions thereto will be adjusted

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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

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2. CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.

D. Comply; Inoperative. The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

Section 24 – Authority to Obligate. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and bind and obligate such Party with respect to all provisions contained in this Agreement.

Section 25 - FIRM's Basic Duties. By executing this Agreement, FIRM represents to COUNTY that FIRM is professionally qualified to act in the professional capacity for the Project and is licensed to practice by all public entities having jurisdiction over FIRM and the Project. FIRM further represents to COUNTY that it will maintain all necessary licenses, permits or other authorizations necessary to act as the professional representative for the Project until its remaining duties hereunder have been satisfied. FIRM assumes full responsibility to COUNTY for the improper acts and omissions of its consultants or others employed or retained by FIRM in connection with the Project. Execution of this Agreement by FIRM constitutes a representation that it will become familiar with the Project site and the local conditions under which the Project is to be implemented.

Section 26 - Bidding/Negotiation Services. FIRM shall assist COUNTY or Construction Manager in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction. Services performed in this phase include reviewing agency submittals and review for permitting.

Section 27 - Construction Administration Services. As a representative of COUNTY, FIRM in conjunction with COUNTY's project management team shall visit the Project site at intervals appropriate to the stage of the FIRM's operations, or as otherwise agreed with COUNTY to become generally familiar with and to keep COUNTY informed about the progress and quality of the portion of the Work completed. FIRM shall determine in general if the Work is being performed in a manner that would indicate that the Work, when fully completed, will be in accordance with this Agreement.

Section 28 - COUNTY's Right to Withhold Payment. In the event that COUNTY in its sole judgment becomes credibly informed that any representations of FIRM are wholly or partially inaccurate, COUNTY may withhold payment of sums then or in the future equal to the amount of the inaccuracy, otherwise due to FIRM until the inaccuracy, and the cause thereof, is corrected to COUNTY's reasonable satisfaction.

Section 29 - Use and Ownership of Documents. The drawings, specifications and other documents or things prepared by FIRM for the Project shall become and be the sole property of COUNTY. FIRM shall be permitted to retain copies thereof for its records and for its future professional endeavors. Such drawings, specifications, and other documents or things are not intended by FIRM for use on other projects by COUNTY or others. COUNTY shall not reuse or make any modifications to the drawings, specifications, and other documents without prior written authorization of FIRM.

Section 30 – Firm Conduct: These Guidelines govern FIRM while doing work on COUNTY property, as well as FIRM's employees, agents, consultants, and others on COUNTY property in connection with the FIRM's work or at the FIRM's express or implied invitation.

- **Courtesy and Respect:** COUNTY is a diverse government institution and it is critical that FIRM and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
- **Language and Behavior:** FIRM and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY property is not permitted under any circumstance.

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- **No Weapons, Alcohol, or Drugs**: The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by FIRM or its employees is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.
- **Smoking**: FIRM and its employees are not permitted to smoke in or near any COUNTY buildings.
- **Fraternization**: FIRM and its employees may not fraternize or socialize with COUNTY staff.
- **Appearance**: FIRM and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.

FIRM is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, FIRM will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY property and prohibited actions could result in the immediate termination of any or all of FIRM's contracts with COUNTY.

Section 31 – Sovereign Immunity. Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in the Agreement, any obligation of COUNTY to indemnify FIRM, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of the Agreement.

Section 32 – On-Going Compliance. The Parties acknowledge that the Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of the Agreement. The Parties understand and agree that the Agreement is intended to reflect and require the Parties' compliance with all laws at all times. The Parties expressly and specifically agree to perform the Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

Section 33 – Notices. Except as otherwise provided herein, all written communication between the parties, including all notices, shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be deemed effective if mailed, when deposited in a United States Postal Service mailbox with postage prepaid and if hand delivered, upon personally handing same to the party to whom the notice of other communication is addressed with signed proof of delivery. If otherwise delivered, notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. All parties certify that each has software capable of sending electronic mail read receipts to the other. Any party sending notice by electronic mail acknowledges and accepts the inherent risks that come with same. If notice is delivered in multiple ways, notice shall be considered delivered at the earliest delivery time. FIRM's and COUNTY's representatives and addresses for notice purposes are:

FIRM: Kimley-Horn & Associates, Inc.
101 E. Silver Springs Blvd., Suite 400, Ocala, FL 34470
CONTACT PERSON: Alan Garri | 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: richard.busche@kimley-horn.com and alan.garri@kimley-horn.com. Designation signifies FIRM's election to accept notices solely by e-mail.

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Section 34 – Law, Venue, Waiver of Jury Trial, Attorney's Fees. This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County, Florida, (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial, (3) the prevailing party shall be entitled to recover all of its costs, including attorney fees.

Section 35 – Exhibits/Attachments. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein: **EXHIBIT A – Scope of Work**

IN WITNESS WHEREOF the Parties have entered into this Agreement, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

10/19/2021
GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA

10/19/2021
JEFF GOLD DATE
CHAIRMAN

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

FOR 10/15/2021
MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

BCC APPROVED: October 5, 2021
21Q-227 | Program Management Services for RESCUE Grant Projects

WITNESS:

SIGNATURE
Stacy Boney
PRINTED NAME

KIMLEY-HORN & ASSOCIATES, INC.

10-5-2021
BY: DATE
Richard V. Busche
PRINTED:
Sr. Vice President
ITS: (TITLE)

WITNESS:

SIGNATURE
Alan Harb
PRINTED NAME

COPY

EXHIBIT A
SCOPE OF WORK

DEFINITIONS

County or COUNTY– Marion County, Florida

Consultant - Professional Consultant or Consultant Team or Firm.

Design Professionals – Unless otherwise specified, definition shall encompass all designers on the project to include but not limited to professional engineers, architects and so forth and any subconsultants therewith.

PM – Program Manager

RFQ - Request for Qualification; this solicitation.

OVERVIEW

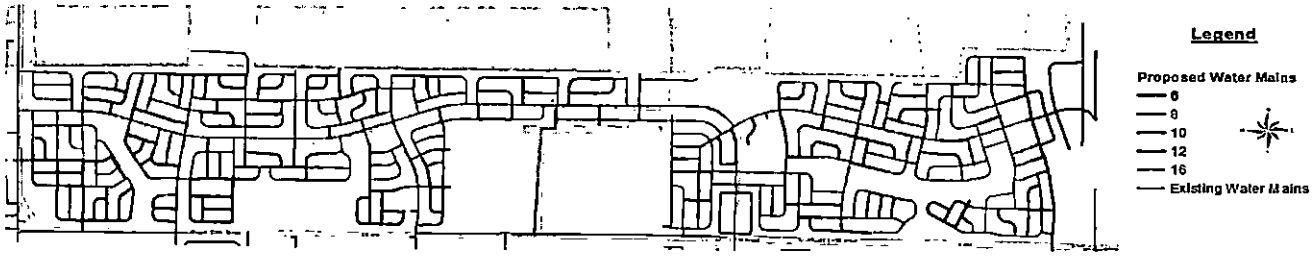
On March 11, 2021, the President of the United States signed the American Rescue Plan Act (RESCUE). This act provides for specific funding allocations directly to state, local, and municipal government agencies. The funds provide substantial flexibility for each jurisdiction to meet local needs—including support for households, small businesses, impacted industries, essential workers, and the communities. These funds also deliver resources that recipients can invest in building, maintaining, or upgrading their water, sewer, and broadband infrastructure.

The RESCUE plan provides for Marion County to invest in water and sewer infrastructure, making necessary investments to improve access to clean drinking water and to support vital wastewater infrastructure.

Proposition 1: Marion Oaks – North Water Infrastructure System ~ $10,000,000

- Utilizing the existing central water transmission/distribution system, connect and close all of the dead end mains within the North Marion Oaks System and provide a closed system that will service all of the properties within the Marion Oaks – North Area (reference Figure 1-1).
    - Approximately 132,036 linear feet of 6-inch, 8-inch, 10-inch, 12-inch, and 16-inch water mains to complete the central water system in the Marion Oaks – North Water Area.
    - Include valves, fire hydrants, water services, air releases assemblies and all required appurtenances to complete the central water system.

Figure 1-1 Marion Oaks – North Water Infrastructure In-Fill

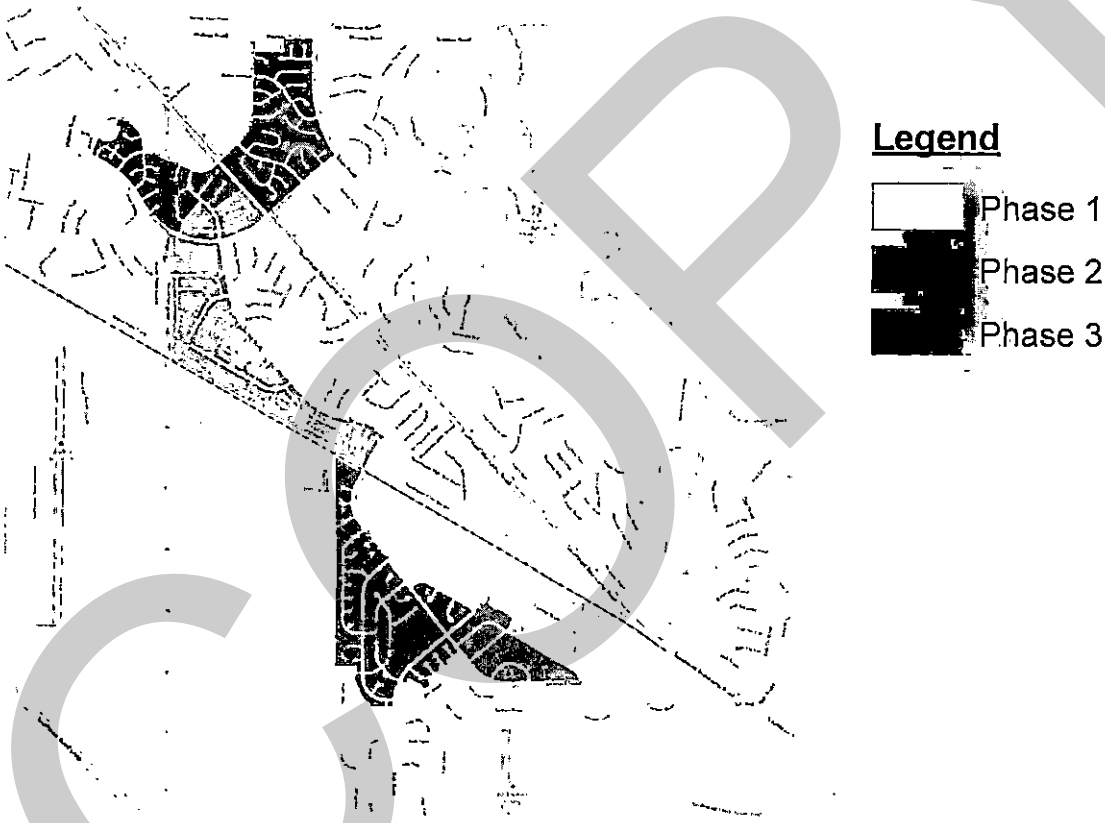


COPY

Proposition 2: Silver Springs Shores Water and Wastewater System Improvements ~ $40,000,000

- Initiate Septic to Sewer conversion in the Silver Springs Shores (SSS) area of Marion County through three (3) phases of work that will include approximately 500 properties in each phase. Each project would include lift stations, manholes, gravity sewer mains, force mains, sewer services to each property in the phases, and all required appurtenances to complete the central sewer system.
- The projects will also include water mains (varies sizes), valves, fire hydrants, water services, air releases assemblies and all required appurtenances to complete the central water system with the installation of the sewer system.

Figure 1-2 Silver Springs Shores Wastewater Infrastructure In-Fill



The PM will work closely with County staff, County's financial, procurement teams and other applicable parties in packaging projects for issuance to maximize the grant funding associated with the program.

The PM will develop an expedited project delivery method to meet the schedule associated with the grant funding program.

The PM shall group projects to streamline processes, minimize costs, to increase productivity, and to complete projects on schedule and within the budget.

COPY

SCOPE OF SERVICES

The consultant shall have a highly skilled and experienced project team comprised of seasoned, well-rounded team members with related experience in the following areas discussed below. Program Manager (PM) team shall have the design criteria package development, planning, design and construction management experience in managing civil projects (retro existing subdivisions with new transmission and distribution water mains with services, new wastewater collection systems with services, and combined water distribution and wastewater collection systems) and supporting civil skills to include roadways, stormwater and associated skills to support the water and wastewater projects. Services shall include all general leadership and management functions required of a PM including but not limited to: development of design criteria package to support alternate delivery methods that may be available under Florida Statutes, recommendations for project delivery, procurement validating programming results, tracking budgets, preparing cost estimates, providing Construction Engineering & Inspection (CEI) services, providing support related to specific grant requirements and additional grant applications, to include but not limited to Build American or Davis Bacon, auditing requirements, validating construction cost/cost of work, monitoring schedules, maintaining County electronic files and hard files for auditing purposes and public records; overseeing quality of all aspects of the project; communication with the project team; coordinating all issues, documentation, minutes, action items, and approvals to move the projects through all the various phases; providing direct interface with end-users and other stakeholders as required; briefing officials, Boards/Commissions, adhoc committees, and being more particularly described as follows:

1. Maintain a single point of contact for the County.
2. Create a comprehensive project plan to include design criteria packages and schedules providing the best delivery approach to package and implement such projects at various phases to meet the grant schedules associated with any grants that may support the County, to include the RESCUE Program, while minimizing issuance costs implications. Such plan shall include but not limited to:
    a. Provide plan to establish, lead and coordinate all project related meetings to include updates, status reports related to grants that support the County, to include the RESCUE Program. Establish, lead and coordinate all project related meetings.
    b. Work with staff and County Commission on prioritization and phasing of projects.
    c. Provide best procurement methods to projects and suggest best practices in industry on oversight, cost control, quality control/quality assurance and related.
    d. Update and revise accordingly overall program budget including hard and soft costs for each project meeting all goals/objectives for each project and staying within the prescribed budgets as set forth with each project. Provide for cost-saving measures such as value engineering, savings in procurement methods, and streamlining measures to support the projects.
    e. Where applicable, provide a public communication/notification plan for projects affecting not only immediate neighborhoods but also community-wide citizens. Some projects will have a more immediate impact than others. The Plan needs to assess and measure each project and its area impact and include meetings, design programs and fully execute neighborhood notifications to the area, through personalized invitations, telephone contact, email, door hangers or other means determined by County staff and/or County Commission so as to ensure proper notification of affected citizens.

COPY

3. Work with County staff and the financial team to include the Financial Advisor, Bond Counsel and Marion County Clerk's Office to determine the following:
    a. Appropriate number of issues and the necessary materials for the associated grants supporting the Program.
    b. Track project costs, project cash flows, monitor, and manage all payments to consultants and contractors.
    c. Assist County in developing the financial procedures, programs, and support documents to manage and monitor the grant program for auditing purposes and compatible with the County's financial software.
    d. Provide recommended maintenance and operations costs for future Utility budgeting purposes.
    e. Work with County staff and/or financial team to develop alternative capital funding options, if necessary, and provide cash flow projections.
4. Assist in coordination and production of public information about the grant program and coordinate with County staff with a public outreach program to allow the public an overall view of the grant-related infrastructure improvements. This will include:
    a. Work with County's public outreach team with web-based information and illustrations, exhibits, maps, signs, press releases, pictures, videos, interviews, Power Point presentations, and other types of educational material.
    b. Assist staff to create a timeline monologue on certain projects through pictures, videos, interviews and so forth.
    c. Assist in presentations not only to the Board of County Commissioners but also local civic organizations, other governmental bodies, Chamber of Commerce, neighborhood groups, church groups and so forth.
    d. Assist staff in coordination and scheduling of ground-breaking activities, milestone presentation announcements and press conferences.
    e. Coordinate design and placement of appropriate project signage for all projects ensuring consistent theme, branding and recognition of stakeholders across all projects.
5. Draft and/or modify Request for Qualifications/Proposals for Progressive Design Build Teams. Oversee the process and assist the County in the selection of the best qualified Progressive Design Build Team(s). Follow up with and de-brief, if necessary, non-selected firms. Create and/or modify existing standardized professional service and construction contracts for review and final drafting by County Procurement staff. Assist in incorporating all necessary insurance levels, bonds and so forth in the appropriate agreement/contract. Oversee that all submittals are received and approved prior to starting work on these items.
6. Create and/or modify existing standardized professional service and construction contracts for review and final drafting by County Procurement and Legal staff. Assist in incorporating all necessary contract requirements, grant requirements and so forth in the appropriate agreement/contract. Oversee that all submittals are received and approved prior to starting work on these items.

COPY

7. Negotiate terms with consultants, design professional, contractors, Progressive Design Build Team(s) and so forth that are favorable to the County providing not only the best value and meeting the goals of the program but also a fee that is within the individual project's budget. If terms are unacceptable to the County, re-bid, renegotiate or select another firm that will meet the County's terms. Coordination with County Procurement will be required for this effort.

8. If required, assist with easement, purchase in fee lands that support future lift stations, and/or right-of-way acquisition in the coordination of acquisition services and the timely acquisition of easements, land in fee and/or right-of-way. This would include providing preliminary cost estimates and a priority acquisition schedule.

9. Provide design professional program activities related to establishing the systems and procedures necessary to implement the design and construction bond projects, ensuring consistency across the County, including:

    a. Meet and coordinate with various entities to establish goals, constraints, priorities, and responsibilities.

    b. Prepare a Master Schedule for the program, including developing design criteria packages, developing a schedule for individual projects, land to include right-of way, easement and fee acquisition, and construction phase services. The Master Schedule will be updated as needed throughout the duration of the Program.

    c. Develop and maintain a filing system to include program management materials, planning documents, design criteria package documents, design documents, right-of-way/easement documents, and bid documents.

    d. The PM shall recommend to staff any forms, procedures or standards that should be implemented to aide in project delivery. Particular attention should be given to items that expedite project delivery and/or reduce project expenditures.

10. Provide services associated with the preparation of the project delivery methods to include Progressive Design Build Delivery Method with support in each task such as Task I Design and Task II Guaranteed Maximum Price ("GMP") Phase, including:

    a. Prepare the design criteria package which will include a concise, performance-oriented drawings or specifications of the public construction project. The purpose of the design criteria package is to furnish sufficient information to permit design-build firms to prepare a bid or a response to an agency's request for proposal, or to permit an agency to enter into a negotiated design-build contract. The design criteria package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project.

    b. Prepare independent design professional fee estimate for each project within the Program.

    c. Ensure that all necessary design professionals (i.e. geotechnical, survey and/or environmental) are included on the project design team.

    d. Negotiate contracts with selected firms to include both Task I and Task II contracts.

COPY

e. Conduct kick-off meeting with project firm/team.

f. Perform design reviews in accordance with any established procedures.

g. Assist with developing and negotiating the Guaranteed Maximum Price (GMP) to support the Task II portion of the Progressive Design Build delivery method.

h. Review invoices.

i. Conduct progress meetings, as needed.

j. If required, oversee Design, Bid, and Build project bid phase activities, including:

   i. Preparing bid documents.

   ii. Advertisement of projects.

   iii. Prepare and distribute addendums, as necessary.

   iv. Conduct a pre-bid meeting.

   v. Conduct a tabulation and evaluation of bids and contractors.

   vi. Recommend a contract award.

k. Provide project close out, including obtaining final as-built plans received from contractor, once project construction is completed.

l. Assist in developing the required protocol to track utility connections (both water and sewer) under the mandatory connection requirements. Implement such programs and assist in the implementation of the program.

11. Conduct, as necessary, a constructability review and provide a value engineering service for projects outside of scope and budget.

12. Manage all contracts (County, Progressive Design Build Teams, special consultants, etc.) related to the projects.

13. Conduct site visits and inspections to review work in place and report in a standard format to the County with reference to utilities standards/specifications, schedules and budgets. Monitor construction progress and advise the County of any observations of non-conforming scope or workmanship quality concerns. Administrate construction contract and general conditions and serve as County's representative.

    a. Provide field and quality control/ quality assurance oversight.

    b. Provide on-sight construction inspection services.

The County has the option to either perform all or parts of construction inspection services at their discretion with the PM adjusting their resources accordingly. The PM shall not duplicate or waste resources where it is not needed.

In addition to the requested services, the PM shall be tasked with looking at alternative procurement or delivery methods such as construction manager-at-risk (CMAR) or design-build to expedite project delivery and reduce costs. Additional items that may be considered are described in more detail under below.

COPY

Additional Services

In addition to the aforementioned overview of requested services, the PM shall be tasked in looking at other procurement or delivery methods such as Construction Manager-at-Risk (CMAR) or Progressive Deign Build to expedite project delivery and reduce costs. Once a firm is selected, the following will be considered on final scope of services:

1. Draft and/or modify existing agreement/contract with best qualified contractor and/or consultant.
2. Maintain appropriate confidentiality and comply with Open Records Requests.
3. Provide the draft agreement/contract in order to eliminate extended negotiation of terms after selection.
4. Guide the selection process consistent with a construction management approach acceptable to owner.
5. Negotiate financial and related issues to finalize the agreement/contract with selected contractor and/or consultant.
6. Coordinate with the County to insure all procedures are in compliance with statutes and regulations.
7. Provide follow-up and de-briefing sessions with non-selected firms.
8. Collect and process all required documents from contracted firms before proceeding with work. (i.e., bonds, insurance, etc.).
9. Issue "Notices to Proceed" on appropriate phases when all necessary requirements have been completed.
10. Carry out necessary contractual actions and transactions during the various contract phases.
11. Review standard contract for billing, procurement, timelines, change orders, applications for payment and all processes required.
12. Oversee contractor or consultant selection criteria and review of contractor qualifications and capability to perform scope of work and comply with schedule and specifications. PM shall be tasked in qualifying contractor or consultant in checking work history, references, financial background and so forth on the contract.
13. Negotiate terms with contractors or consultants favorable to the County; re-bid, re-negotiate or select another for the project if best value proposal is greater than project budget after selection of contractor or consultant by County.
14. After selection of contractor or consultant by County, work with design professional with transmitting standard procurement requirements to contractors and subcontractors.
15. Review information submitted by contractor or consultant to include insurance, employee pay scales (compliance with grant requirements, if any), material suppliers, subcontractors list, bonds and financing.
16. Provide overall project management of each consultant and work task.
17. Conduct regular meetings between County, design professionals and all concerning parties to review and evaluate design documents for compliance with County requirements.

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18. Conduct review of schedule. If a benefit and cost-effective to the County, conduct schedule optimization or best practice.
19. Provide preliminary design review for code compliance or best practice.
20. Conduct reviews of consultant/contractor or designer's cost estimate, reconcile, and take action to keep cost within budget.
21. Oversee preparation of project documents addressing all project elements.
22. Conduct design review meetings and project management meetings with the County to update on progress, financial status, construction issues and use of project contingencies.
23. Coordinate with government entities for any building or statutory reviews and other approvals.
24. Participate in drawing/plan reviews for completeness, constructability, and cost savings. Coordinate, review, and evaluate all construction documents submitted by design professionals and sub consultants for compliance with owner's design guidelines, detailed program needs and performance specifications before procurement of sub-contractors.
25. Develop/and or modify existing Projects Procedures Manual.
26. Develop/and or modify existing Projects Standard Forms.
27. Develop/and or modify existing Projects Engineering Design Criteria.
28. Develop/and or modify existing Projects Plan Preparation Criteria.
29. Develop/and or modify existing Develop Projects Standards for CADD and CADD procedures.
30. Review County-adopted Standard Detail sheets for projects, and revise, as necessary. Create new Standard Detail sheets, as needed for the Program.
31. Review County-adopted Construction Specifications and revise, as necessary. Create new Construction Specifications, as needed for the Program.
32. The PM shall recommend to staff whether such aforementioned or any documents might be unnecessary or of little value in view of the scope or complexity of programmed projects.
33. Manage the Geotechnical Investigations and develop contracts for geotechnical firms, and review and disseminate results from the geotechnical investigations.
34. Manage and oversee design and survey firm activities, including:
    a. Aerial photography.
    b. Benchmark and project control data.
    c. Profile of existing structures, right-of-way, driveways, stormwater improvements, and utilities.
    d. Boundary and topographic survey as needed for each project.
35. Update and detail any master program plan and schedule including any project plan and schedule within such master program, including major construction elements, and, if a benefit and cost effective to the County, conduct optimization session(s) or best practice.

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36. With alternative delivery methods, such as Progressive Design Build or CMAR project delivery method, the PM shall receive, Guaranteed Maximum Price (GMP) proposal, evaluate, negotiate, and provide recommendation for acceptance.

37. If cost-effective, perform a formal constructability program or best practice.

38. Implement a project change management system to control "scope creep" or best practice. Nevertheless, the PM will be responsible for quality control/quality assurance on all projects and will be responsible for controlling scope creep and provide the County a plan, oversee, and show results to control "scope creep".

39. Serve as the County's point of contact during construction. Conduct construction update meetings at construction sites with the frequency of such meetings based upon the recommendation of the PM subject to approval by the County. Meeting frequency is subject to change at the discretion of the County.

40. Review required documents/outlines from contractor or consultant including quality control/quality assurance plan, safety plan, environmental compliance plan, and any other applicable plan related to the project and report to contractor/consultant and County.

41. Conduct site visits and inspections to review work in place and report in a standard format to County with reference to facilities standards/specifications, schedules and budgets. Monitor construction progress and advise County of any observations of non-conforming scope or quality workmanship. Administrator construction Contract and General Conditions and serve as County's representative. To include, but not be limited to:

    a. Provide Field Inspection and Quality Assurance Oversight.

    b. Provide on-sight construction inspection services. The County shall have the option to either perform all or part thereof construction inspection services at their discretion with the PM adjusting their resources accordingly. The PM shall not duplicate or waste their resources where it is not needed.

42. Review compliance with all plans, specifications and required terms and conditions and report to County on status.

43. Review approved submittals. Obtain the County approvals where needed.

44. If GMP contract, track savings balance and plan for its use or recapture.

45. Monitor Requests for Information (RFI's) and design professional, contractor, consultant's responsiveness.

46. Coordinate vendors under separate contract to County, such as security, data, telecom, move management and so forth.

47. If applicable, review contractor's building permits and turnover plan as part of planning for start-up.

48. Evaluate payment applications and make recommendations to County on approval of requests for progress payments.

49. Perform final inspections and review punch list work.

50. Monitor all pre-functional testing and check-out for compliance with commissioning plan.

COPY

51. Oversee turnover of all certification documentation and submittals to proper agencies on behalf of the County. Submit as-builts, inventory, and documentation for auditing purposes to the County in an approved form compatible to the County's financial software.
52. Review all contractual and warranty obligations for compliance including the issuance of all documents such as operations and maintenance manuals.
53. Generate and deliver tickler file of all warranty deadlines for each project.
54. Coordinate reviews of warranty items after a determined date by the County.
55. Provide the County applicable future maintenance and operation cost estimates for budgeting purposes.
56. Perform other duties as assigned by the County to support the Program.

COPY

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19820 **Agenda Date:** 8/5/2025 **Agenda No.:** 7.4.4.

SUBJECT:
Request Approval of Change Order 1 to Purchase Order 2500129: 21Q-227-TO-15 Phase 1 of the Silver Springs Shores Septic to Sewer Construction Phase Services - Kimley-Horn and Associates, Inc., Ocala, FL (Budget Impact - Neutral; additional expenditure of $203,700)

INITIATOR:
Susan Olsen, Director

DEPARTMENT:
Procurement Services

DESCRIPTION/BACKGROUND:
On October 5, 2021, the Board approved a contract with Kimley-Horn and Associates, Inc. (KHA), for program management services pertaining to the implementation of multiple utility projects through 2026 under the American Rescue Plan Act (ARPA). The ARPA grant requires that specific data related to payroll be submitted as well as the Florida Department of Environmental Protection (FDEP) portion of the grants coming from Federal funds. Under this task order, KHA will provide a continuation of program management during construction to include construction administration, inspection, and ARPA compliance review and coordination for Phase I of the Silver Springs Shores Septic to Sewer Construction project.

Change Order 1 is being presented for approval in the amount of $203,700 to account for revisions to the scope of services. These revisions reflect adjustments in project responsibilities and inspection services to be performed by KHA through the duration of the project. With this change order, the total amount of the purchase order will increase to $424,855.

A copy of KHA's updated proposal, detailing the revised scope of work, is attached for reference and will be included in the project file as supporting documentation for the purchase order.

BUDGET/IMPACT:
Neutral; additional expenditure of $203,700. Funding is from line FF449536-563102 (American Rescue Plan - SLFRF), Project Code UTCEXT004A.

RECOMMENDED ACTION:
Motion to approve and authorize Chairman and Clerk to execute Change Order 1 and allow staff to issue to Kimley-Horn and Associates, Inc. under Task Order 21Q-227-TO-15.

Marion County
Board of County Commissioners

Procurement Services
2631 SE Third St.
Ocala, FL 34471
Phone: 352-671-8444
Fax: 352-671-8451

CHANGE ORDER FORM

This form is to be used when a Purchase Order has a change in scope, amount or date. Amounts exceeding 10% of original award requires BCC approval. Some fields may not be applicable and may be left blank. Use your cursor to hover over a field for help.

Date 07/07/2025 Department Utilities Change Order # 1

☐ Additional Days Only Is Board Action Required? Yes

Bid/Contract/Quote Number & Project Title:
21Q-227-TO-15

Contractor/Vendor (Name & Address):
Kimley-Horn and Associates, Inc
1700 SE 17th St
Suite 200
Ocala, FL 34471

PO Number: 2500129

Contract Amount:

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):
UTCEXT004A

Is the change order amount from Contingency? Yes ☐ No ☐

Requesting Amount of Contingency:

JUSTIFICATION & DESCRIPTION OF CHANGE

Additional Inspection hours required due to openings in the Utilities Construction inspection staff. This request is to add $203,700 to cover these inspections

* BACKUP DOCUMENTATION MUST BE ATTACHED CLARIFYING CHANGE*

Original Ordered Amount:	$221,155.00
Current Ordered Amount (Not the balance):	$221,155.00
The PO will be increased/decreased by this change order in the amount of: (Do not put contingency amount) Increase ☒ Decrease ☐	$203,700.00
The new PO amount including this change order will be: (PO amount will not change if it comes from contingency)(auto calculated)	**$424,855.00**
Contract time will be Increased/decreased by ____ DAYS	
Prior Substantial Completion Date	Revised Substantial Completion Date
Prior Final Completion Date	Revised Final Completion Date

Approval:

Director/Designee 7/9/25 Date

Project Mgr. Date

Administration (If Applicable) Date

Procurement: Date

BCC Approval (when applicable):

Chairman, BCC Date

Attest: Clerk of Court Date

County Administrator Date

Revised 7/2024

FOR REVIEW

Kimley»Horn

AMENDMENT NUMBER 1 TO TASK ORDER 16 BETWEEN KIMLEY-HORN AND ASSOCIATES, INC. AND MARION COUNTY

AMENDMENT NUMBER 1 DATED April 9, 2025, to Task Order 16 between Marion County ("the County") and Kimley-Horn and Associates, Inc., ("Kimley-Horn or Consultant") dated September 17, 2024 ("TO") concerning Program Management Services for Rescue Grant Projects Phase 1 of the Silver Springs Shores Septic to Sewer 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

ACCEPTED:

MARION COUNTY	KIMLEY-HORN AND ASSOCIATES, INC.
BY:_____	BY:_____
	Richard V. Busche, P.E.
TITLE:_____	TITLE: Sr. Vice President
DATE:_____	DATE: June 26, 2025

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FOR REVIEW

Consultant shall perform the following Additional Services:

Project Understanding

On September 17, 2024, Kimley-Horn was retained by the County to provide limited construction phase services for the Project. Shortly after construction activities began the County requested that full time inspection and construction management be provided for the project, therefore, the County and Kimley-Horn are prepared to modify the TO as described below.

Scope of Services

Task 1 – Additional Construction Inspection and Management Hours

This Amendment updates the scope of services and increases the budget for Task 1 to reflect changes in project responsibilities and inspection services. It also accounts for additional inspection work previously performed between the Contract date and the Effective Date.

Originally, Task 1F-1H included one part-time inspector. At the County's request, Kimley-Horn increased inspection efforts from part-time to full-time. However, Marion County has now requested a reduction in these services, returning back to limited inspection services.

Pursuant to this Amendment, Kimley-Horn will provide limited inspection services, with one part-time inspector working approximately 45 hours per week, not-to-exceed a total of 1,215 hours.

The County agrees it will assume primary responsibility for construction management and oversight. Kimley-Horn will provide the limited daily inspection reports to the County's construction manager. The County acknowledges that with Kimley-Horn's part-time inspection role, some project components may be installed without direct observation. The County will coordinate with the contractor to verify and reconcile installed quantities.

Additional Services If Required

Services requested that are not specifically included will be provided under a new and separate TO agreement or can be performed on an hourly basis upon written authorization.

Schedule

Kimley-Horn will provide the above Scope of Services as expeditiously as practicable to meet a mutually agreeable schedule.

Fee and Billing

Kimley-Horn will provide these services for a lump sum fee of $203,700.00, inclusive of expenses. A breakdown of fees is shown in the attached Table A.

FOR REVIEW

TABLE A
COST ESTIMATE FOR SERVICES

PROJECT: Silver Springs Shores Septic to Sewer Ph 1 CO 1
CLIENT: MARION COUNTY
KHA PM: Alan J. Garri P.E.
BASIS FOR ESTIMATE: COUNTY-APPROVED HOURLY RATES, RFQ 21Q-227

SHEET. 1 of 1
DATE: 6/26/2025

		DIRECT LABOR (MAN-HOURS)							
		Program Manager	Project Manager	Sr Construction Manager	Sr Construction Inspector	LABOR HOURS	EXPENSE ($)	SUB ($)	LABOR TOTAL
TASK ID	TASK DESCRIPTION	$220.00	$190.00	$150.00	$105.00				
1	Inspection Services performed from 3/15/25 to 5/31/25	9	18	80	520	627			$ 72,000
1	Additional Construction Inspection and Management Hours	10	35	0	1170	1215			$ 131,700
	TOTALS:	19	53	80	1690	1842	$ -	$ -	$ 203,700.00
								GRAND TOTAL:	$ 203,700.00

FOR REVIEW

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 & Associates, Inc.**, located at located at 421 Fayetteville Street, Suite 600, Raleigh, NC 24501 whose mailing address is 101 E. Silver Springs Blvd., Suite 400, Ocala, FL 34470, possessing FEIN# 56-0885615 (hereinafter referred to as "FIRM") under seal for the Program Management Services for RESCUE Grant Projects, (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 #21Q-227 - Program Management Services for RESCUE Grant Projects, 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 December 31, 2026 ("Term"). **TIME IS OF THE ESSENCE.** All limitations of time set forth in the Contract Documents are of the essence. Work associated with any Task Order may be presumed abandoned after ninety (90) days if FIRM terminates the Work without just cause or without proper notification to COUNTY, including the reason for termination, or fails to perform Work without just cause for ninety (90) consecutive days. All Work will proceed in a timely manner without delays.

Section 5 – Scope of Services. As per specifications and requirements of the Project 21Q-227, FIRM shall provide complete Professional Services as stated in Scope of Work, Exhibit A, hereto, "the Work." Individual projects shall be assigned to FIRM for American Rescue Plan Act (ARPA) funded projects (Task Orders), as required by COUNTY, shall be of varied size and complexity and shall include but not limited to those services outlined in the RFQ. TO's will be assigned a purchase order (PO) only, and a fee schedule and scope of work is required with each task assigned under this Agreement. TO's which exceed $50,000 shall be subject to final review and approval by the Board of County Commissioners (BCC).

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Section 6 – Compensation. COUNTY shall make payment, (the "Agreement Price"), to FIRM under COUNTY's established procedure, and per the rate classification and hourly fee schedule identified below, upon completion of the Work.

CLASSIFICATION		HOURLY RATE
Program Management & Design	Principal	$250
	Program Manager	$220
	Senior Professional Engineer	$220
	Project Manager	$190
	Senior Planner	$180
	Professional Engineer	$175
	Senior Designer	$150
	Senior Technical Support	$125
	Engineer	$125
	CADD Designer	$110
	Administrative Assistant	$60
CEI	Senior Construction Manager	$150
	Senior Construction Inspector	$105
	Construction Inspector	$90

A consumer price index (CPI) rate increase may be requested every two-years, in writing, at least 60 days prior to the contract anniversary date. Requested increase shall be tied to the approved (CPI-U) for All Urban Consumers. 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.

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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.

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.

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.

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- The Contractor/Vendor, and its insurance carrier, waives all subrogation rights against Marion County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- The County requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a Commercial General Liability policy with limits not less than

- $1,000,000 each occurrence for Bodily Injury, Property Damage and Personal and Advertising Injury
- $2,000,000 each occurrence for Products and Completed Operations

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident.

- In the event the Contractor/Vendor does not own vehicles, the Contractor/Vendor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

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 448.09(1), F.S., but that FIRM has otherwise complied, COUNTY shall promptly order FIRM to terminate the subcontractor. FIRM agrees that upon such an order, FIRM shall immediately terminate the subcontractor. FIRM agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate FIRM.
g) If COUNTY terminates this Contract with FIRM, FIRM may not be awarded a public contract for a least one (1) year after the date of termination.
h) FIRM is liable for any additional costs incurred by COUNTY as a result of a termination under this subsection.
i) Any such termination under this subsection is not a breach of this Contract and may not be considered as such.
j) FIRM shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
k) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Contract and COUNTY may treat a failure to comply as a material breach of this Contract.

Section 20 – Force Majeure. Neither FIRM nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

Section 21 – Truth in Negotiation. FIRM warrants that the wage rates and other factual unit costs supporting the compensation to FIRM under this Agreement are accurate, complete and current at the time of contracting. In addition, FIRM understands and agrees that the original Agreement Price and any additions thereto will be adjusted

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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

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2. CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.

D. Comply; Inoperative. The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

Section 24 – Authority to Obligate. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and bind and obligate such Party with respect to all provisions contained in this Agreement.

Section 25 - FIRM's Basic Duties. By executing this Agreement, FIRM represents to COUNTY that FIRM is professionally qualified to act in the professional capacity for the Project and is licensed to practice by all public entities having jurisdiction over FIRM and the Project. FIRM further represents to COUNTY that it will maintain all necessary licenses, permits or other authorizations necessary to act as the professional representative for the Project until its remaining duties hereunder have been satisfied. FIRM assumes full responsibility to COUNTY for the improper acts and omissions of its consultants or others employed or retained by FIRM in connection with the Project. Execution of this Agreement by FIRM constitutes a representation that it will become familiar with the Project site and the local conditions under which the Project is to be implemented.

Section 26 - Bidding/Negotiation Services. FIRM shall assist COUNTY or Construction Manager in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction. Services performed in this phase include reviewing agency submittals and review for permitting.

Section 27 - Construction Administration Services. As a representative of COUNTY, FIRM in conjunction with COUNTY's project management team shall visit the Project site at intervals appropriate to the stage of the FIRM's operations, or as otherwise agreed with COUNTY to become generally familiar with and to keep COUNTY informed about the progress and quality of the portion of the Work completed. FIRM shall determine in general if the Work is being performed in a manner that would indicate that the Work, when fully completed, will be in accordance with this Agreement.

Section 28 - COUNTY's Right to Withhold Payment. In the event that COUNTY in its sole judgment becomes credibly informed that any representations of FIRM are wholly or partially inaccurate, COUNTY may withhold payment of sums then or in the future equal to the amount of the inaccuracy, otherwise due to FIRM until the inaccuracy, and the cause thereof, is corrected to COUNTY's reasonable satisfaction.

Section 29 - Use and Ownership of Documents. The drawings, specifications and other documents or things prepared by FIRM for the Project shall become and be the sole property of COUNTY. FIRM shall be permitted to retain copies thereof for its records and for its future professional endeavors. Such drawings, specifications, and other documents or things are not intended by FIRM for use on other projects by COUNTY or others. COUNTY shall not reuse or make any modifications to the drawings, specifications, and other documents without prior written authorization of FIRM.

Section 30 – Firm Conduct: These Guidelines govern FIRM while doing work on COUNTY property, as well as FIRM's employees, agents, consultants, and others on COUNTY property in connection with the FIRM's work or at the FIRM's express or implied invitation.

- **Courtesy and Respect:** COUNTY is a diverse government institution and it is critical that FIRM and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
- **Language and Behavior:** FIRM and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY property is not permitted under any circumstance.

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- **No Weapons, Alcohol, or Drugs**: The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by FIRM or its employees is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.
- **Smoking**: FIRM and its employees are not permitted to smoke in or near any COUNTY buildings.
- **Fraternization**: FIRM and its employees may not fraternize or socialize with COUNTY staff.
- **Appearance**: FIRM and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.

FIRM is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, FIRM will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY property and prohibited actions could result in the immediate termination of any or all of FIRM's contracts with COUNTY.

Section 31 – Sovereign Immunity. Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in the Agreement, any obligation of COUNTY to indemnify FIRM, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of the Agreement.

Section 32 – On-Going Compliance. The Parties acknowledge that the Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of the Agreement. The Parties understand and agree that the Agreement is intended to reflect and require the Parties' compliance with all laws at all times. The Parties expressly and specifically agree to perform the Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

Section 33 – Notices. Except as otherwise provided herein, all written communication between the parties, including all notices, shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be deemed effective if mailed, when deposited in a United States Postal Service mailbox with postage prepaid and if hand delivered, upon personally handing same to the party to whom the notice of other communication is addressed with signed proof of delivery. If otherwise delivered, notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. All parties certify that each has software capable of sending electronic mail read receipts to the other. Any party sending notice by electronic mail acknowledges and accepts the inherent risks that come with same. If notice is delivered in multiple ways, notice shall be considered delivered at the earliest delivery time. FIRM's and COUNTY's representatives and addresses for notice purposes are:

FIRM: Kimley-Horn & Associates, Inc.
101 E. Silver Springs Blvd., Suite 400, Ocala, FL 34470
CONTACT PERSON: Alan Garri | 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: richard.busche@kimley-horn.com and alan.garri@kimley-horn.com. Designation signifies FIRM's election to accept notices solely by e-mail.

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Section 34 – Law, Venue, Waiver of Jury Trial, Attorney's Fees. This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County, Florida, (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial, (3) the prevailing party shall be entitled to recover all of its costs, including attorney fees.

Section 35 – Exhibits/Attachments. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein: **EXHIBIT A – Scope of Work**

IN WITNESS WHEREOF the Parties have entered into this Agreement, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

10/19/2021
GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA

10/19/2021
JEFF GOLD DATE
CHAIRMAN

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

FOR 10/15/2021
MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

BCC APPROVED: October 5, 2021
21Q-227 | Program Management Services for RESCUE Grant Projects

WITNESS:

SIGNATURE
Stacy Boney
PRINTED NAME

KIMLEY-HORN & ASSOCIATES, INC.

10-5-2021
BY: DATE
RICHARD V. BUSCHÉ
PRINTED:
SR. VICE PRESIDENT
ITS: (TITLE)

WITNESS:

SIGNATURE
Alan Harb
PRINTED NAME

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EXHIBIT A
SCOPE OF WORK

DEFINITIONS

County or COUNTY– Marion County, Florida

Consultant - Professional Consultant or Consultant Team or Firm.

Design Professionals – Unless otherwise specified, definition shall encompass all designers on the project to include but not limited to professional engineers, architects and so forth and any subconsultants therewith.

PM – Program Manager

RFQ - Request for Qualification; this solicitation.

OVERVIEW

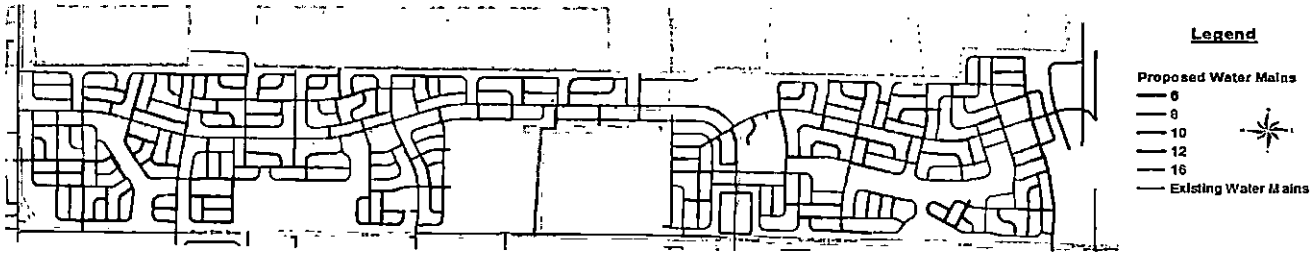
On March 11, 2021, the President of the United States signed the American Rescue Plan Act (RESCUE). This act provides for specific funding allocations directly to state, local, and municipal government agencies. The funds provide substantial flexibility for each jurisdiction to meet local needs—including support for households, small businesses, impacted industries, essential workers, and the communities. These funds also deliver resources that recipients can invest in building, maintaining, or upgrading their water, sewer, and broadband infrastructure.

The RESCUE plan provides for Marion County to invest in water and sewer infrastructure, making necessary investments to improve access to clean drinking water and to support vital wastewater infrastructure.

Proposition 1: Marion Oaks – North Water Infrastructure System ~ $10,000,000

- Utilizing the existing central water transmission/distribution system, connect and close all of the dead end mains within the North Marion Oaks System and provide a closed system that will service all of the properties within the Marion Oaks – North Area (reference Figure 1-1).
    - Approximately 132,036 linear feet of 6-inch, 8-inch, 10-inch, 12-inch, and 16-inch water mains to complete the central water system in the Marion Oaks – North Water Area.
    - Include valves, fire hydrants, water services, air releases assemblies and all required appurtenances to complete the central water system.

Figure 1-1 Marion Oaks – North Water Infrastructure In-Fill

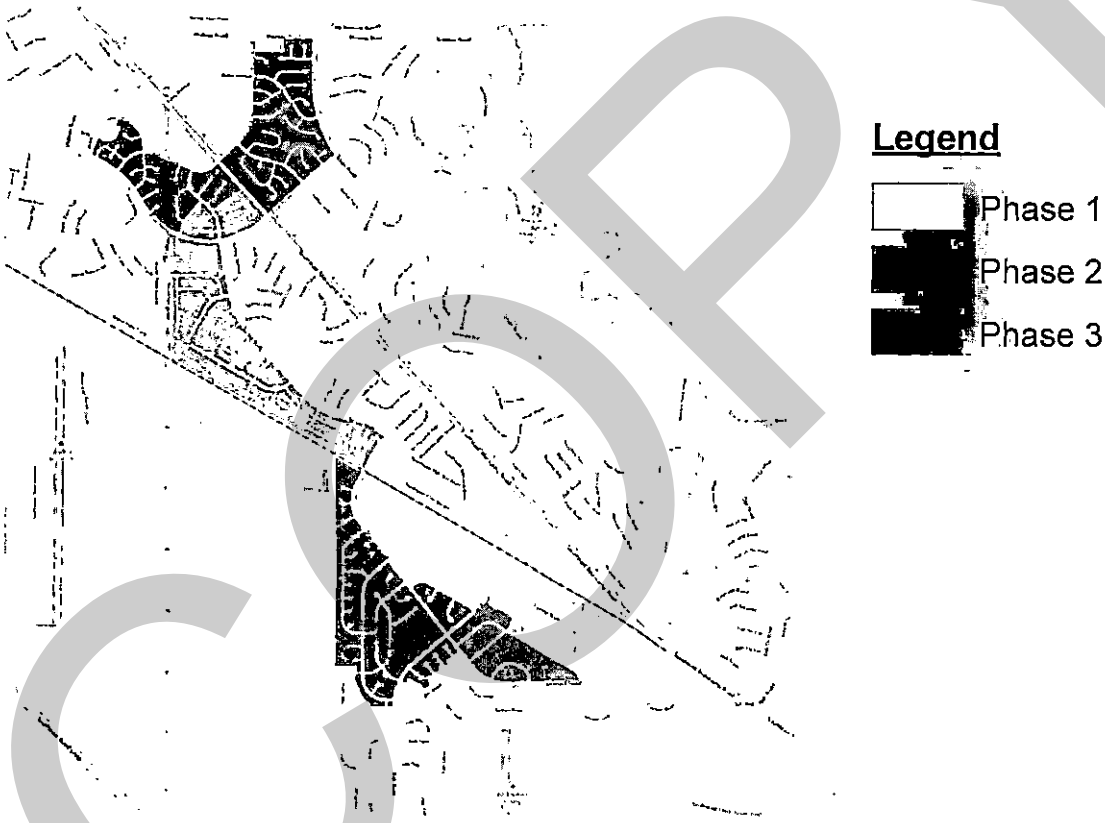


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Proposition 2: Silver Springs Shores Water and Wastewater System Improvements ~ $40,000,000

- Initiate Septic to Sewer conversion in the Silver Springs Shores (SSS) area of Marion County through three (3) phases of work that will include approximately 500 properties in each phase. Each project would include lift stations, manholes, gravity sewer mains, force mains, sewer services to each property in the phases, and all required appurtenances to complete the central sewer system.
- The projects will also include water mains (varies sizes), valves, fire hydrants, water services, air releases assemblies and all required appurtenances to complete the central water system with the installation of the sewer system.

Figure 1-2 Silver Springs Shores Wastewater Infrastructure In-Fill



The PM will work closely with County staff, County's financial, procurement teams and other applicable parties in packaging projects for issuance to maximize the grant funding associated with the program.

The PM will develop an expedited project delivery method to meet the schedule associated with the grant funding program.

The PM shall group projects to streamline processes, minimize costs, to increase productivity, and to complete projects on schedule and within the budget.

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SCOPE OF SERVICES

The consultant shall have a highly skilled and experienced project team comprised of seasoned, well-rounded team members with related experience in the following areas discussed below. Program Manager (PM) team shall have the design criteria package development, planning, design and construction management experience in managing civil projects (retro existing subdivisions with new transmission and distribution water mains with services, new wastewater collection systems with services, and combined water distribution and wastewater collection systems) and supporting civil skills to include roadways, stormwater and associated skills to support the water and wastewater projects. Services shall include all general leadership and management functions required of a PM including but not limited to: development of design criteria package to support alternate delivery methods that may be available under Florida Statutes, recommendations for project delivery, procurement validating programming results, tracking budgets, preparing cost estimates, providing Construction Engineering & Inspection (CEI) services, providing support related to specific grant requirements and additional grant applications, to include but not limited to Build American or Davis Bacon, auditing requirements, validating construction cost/cost of work, monitoring schedules, maintaining County electronic files and hard files for auditing purposes and public records; overseeing quality of all aspects of the project; communication with the project team; coordinating all issues, documentation, minutes, action items, and approvals to move the projects through all the various phases; providing direct interface with end-users and other stakeholders as required; briefing officials, Boards/Commissions, adhoc committees, and being more particularly described as follows:

1. Maintain a single point of contact for the County.
2. Create a comprehensive project plan to include design criteria packages and schedules providing the best delivery approach to package and implement such projects at various phases to meet the grant schedules associated with any grants that may support the County, to include the RESCUE Program, while minimizing issuance costs implications. Such plan shall include but not limited to:
    a. Provide plan to establish, lead and coordinate all project related meetings to include updates, status reports related to grants that support the County, to include the RESCUE Program. Establish, lead and coordinate all project related meetings.
    b. Work with staff and County Commission on prioritization and phasing of projects.
    c. Provide best procurement methods to projects and suggest best practices in industry on oversight, cost control, quality control/quality assurance and related.
    d. Update and revise accordingly overall program budget including hard and soft costs for each project meeting all goals/objectives for each project and staying within the prescribed budgets as set forth with each project. Provide for cost-saving measures such as value engineering, savings in procurement methods, and streamlining measures to support the projects.
    e. Where applicable, provide a public communication/notification plan for projects affecting not only immediate neighborhoods but also community-wide citizens. Some projects will have a more immediate impact than others. The Plan needs to assess and measure each project and its area impact and include meetings, design programs and fully execute neighborhood notifications to the area, through personalized invitations, telephone contact, email, door hangers or other means determined by County staff and/or County Commission so as to ensure proper notification of affected citizens.

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3. Work with County staff and the financial team to include the Financial Advisor, Bond Counsel and Marion County Clerk's Office to determine the following:
    a. Appropriate number of issues and the necessary materials for the associated grants supporting the Program.
    b. Track project costs, project cash flows, monitor, and manage all payments to consultants and contractors.
    c. Assist County in developing the financial procedures, programs, and support documents to manage and monitor the grant program for auditing purposes and compatible with the County's financial software.
    d. Provide recommended maintenance and operations costs for future Utility budgeting purposes.
    e. Work with County staff and/or financial team to develop alternative capital funding options, if necessary, and provide cash flow projections.
4. Assist in coordination and production of public information about the grant program and coordinate with County staff with a public outreach program to allow the public an overall view of the grant-related infrastructure improvements. This will include:
    a. Work with County's public outreach team with web-based information and illustrations, exhibits, maps, signs, press releases, pictures, videos, interviews, Power Point presentations, and other types of educational material.
    b. Assist staff to create a timeline monologue on certain projects through pictures, videos, interviews and so forth.
    c. Assist in presentations not only to the Board of County Commissioners but also local civic organizations, other governmental bodies, Chamber of Commerce, neighborhood groups, church groups and so forth.
    d. Assist staff in coordination and scheduling of ground-breaking activities, milestone presentation announcements and press conferences.
    e. Coordinate design and placement of appropriate project signage for all projects ensuring consistent theme, branding and recognition of stakeholders across all projects.
5. Draft and/or modify Request for Qualifications/Proposals for Progressive Design Build Teams. Oversee the process and assist the County in the selection of the best qualified Progressive Design Build Team(s). Follow up with and de-brief, if necessary, non-selected firms. Create and/or modify existing standardized professional service and construction contracts for review and final drafting by County Procurement staff. Assist in incorporating all necessary insurance levels, bonds and so forth in the appropriate agreement/contract. Oversee that all submittals are received and approved prior to starting work on these items.
6. Create and/or modify existing standardized professional service and construction contracts for review and final drafting by County Procurement and Legal staff. Assist in incorporating all necessary contract requirements, grant requirements and so forth in the appropriate agreement/contract. Oversee that all submittals are received and approved prior to starting work on these items.

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7. Negotiate terms with consultants, design professional, contractors, Progressive Design Build Team(s) and so forth that are favorable to the County providing not only the best value and meeting the goals of the program but also a fee that is within the individual project's budget. If terms are unacceptable to the County, re-bid, renegotiate or select another firm that will meet the County's terms. Coordination with County Procurement will be required for this effort.

8. If required, assist with easement, purchase in fee lands that support future lift stations, and/or right-of-way acquisition in the coordination of acquisition services and the timely acquisition of easements, land in fee and/or right-of-way. This would include providing preliminary cost estimates and a priority acquisition schedule.

9. Provide design professional program activities related to establishing the systems and procedures necessary to implement the design and construction bond projects, ensuring consistency across the County, including:

    a. Meet and coordinate with various entities to establish goals, constraints, priorities, and responsibilities.

    b. Prepare a Master Schedule for the program, including developing design criteria packages, developing a schedule for individual projects, land to include right-of way, easement and fee acquisition, and construction phase services. The Master Schedule will be updated as needed throughout the duration of the Program.

    c. Develop and maintain a filing system to include program management materials, planning documents, design criteria package documents, design documents, right-of-way/easement documents, and bid documents.

    d. The PM shall recommend to staff any forms, procedures or standards that should be implemented to aide in project delivery. Particular attention should be given to items that expedite project delivery and/or reduce project expenditures.

10. Provide services associated with the preparation of the project delivery methods to include Progressive Design Build Delivery Method with support in each task such as Task I Design and Task II Guaranteed Maximum Price ("GMP") Phase, including:

    a. Prepare the design criteria package which will include a concise, performance-oriented drawings or specifications of the public construction project. The purpose of the design criteria package is to furnish sufficient information to permit design-build firms to prepare a bid or a response to an agency's request for proposal, or to permit an agency to enter into a negotiated design-build contract. The design criteria package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project.

    b. Prepare independent design professional fee estimate for each project within the Program.

    c. Ensure that all necessary design professionals (i.e. geotechnical, survey and/or environmental) are included on the project design team.

    d. Negotiate contracts with selected firms to include both Task I and Task II contracts.

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e. Conduct kick-off meeting with project firm/team.

f. Perform design reviews in accordance with any established procedures.

g. Assist with developing and negotiating the Guaranteed Maximum Price (GMP) to support the Task II portion of the Progressive Design Build delivery method.

h. Review invoices.

i. Conduct progress meetings, as needed.

j. If required, oversee Design, Bid, and Build project bid phase activities, including:

   i. Preparing bid documents.

   ii. Advertisement of projects.

   iii. Prepare and distribute addendums, as necessary.

   iv. Conduct a pre-bid meeting.

   v. Conduct a tabulation and evaluation of bids and contractors.

   vi. Recommend a contract award.

k. Provide project close out, including obtaining final as-built plans received from contractor, once project construction is completed.

l. Assist in developing the required protocol to track utility connections (both water and sewer) under the mandatory connection requirements. Implement such programs and assist in the implementation of the program.

11. Conduct, as necessary, a constructability review and provide a value engineering service for projects outside of scope and budget.

12. Manage all contracts (County, Progressive Design Build Teams, special consultants, etc.) related to the projects.

13. Conduct site visits and inspections to review work in place and report in a standard format to the County with reference to utilities standards/specifications, schedules and budgets. Monitor construction progress and advise the County of any observations of non-conforming scope or workmanship quality concerns. Administrate construction contract and general conditions and serve as County's representative.

    a. Provide field and quality control/ quality assurance oversight.

    b. Provide on-sight construction inspection services.

The County has the option to either perform all or parts of construction inspection services at their discretion with the PM adjusting their resources accordingly. The PM shall not duplicate or waste resources where it is not needed.

In addition to the requested services, the PM shall be tasked with looking at alternative procurement or delivery methods such as construction manager-at-risk (CMAR) or design-build to expedite project delivery and reduce costs. Additional items that may be considered are described in more detail under below.

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Additional Services

In addition to the aforementioned overview of requested services, the PM shall be tasked in looking at other procurement or delivery methods such as Construction Manager-at-Risk (CMAR) or Progressive Deign Build to expedite project delivery and reduce costs. Once a firm is selected, the following will be considered on final scope of services:

1. Draft and/or modify existing agreement/contract with best qualified contractor and/or consultant.
2. Maintain appropriate confidentiality and comply with Open Records Requests.
3. Provide the draft agreement/contract in order to eliminate extended negotiation of terms after selection.
4. Guide the selection process consistent with a construction management approach acceptable to owner.
5. Negotiate financial and related issues to finalize the agreement/contract with selected contractor and/or consultant.
6. Coordinate with the County to insure all procedures are in compliance with statutes and regulations.
7. Provide follow-up and de-briefing sessions with non-selected firms.
8. Collect and process all required documents from contracted firms before proceeding with work. (i.e., bonds, insurance, etc.).
9. Issue "Notices to Proceed" on appropriate phases when all necessary requirements have been completed.
10. Carry out necessary contractual actions and transactions during the various contract phases.
11. Review standard contract for billing, procurement, timelines, change orders, applications for payment and all processes required.
12. Oversee contractor or consultant selection criteria and review of contractor qualifications and capability to perform scope of work and comply with schedule and specifications. PM shall be tasked in qualifying contractor or consultant in checking work history, references, financial background and so forth on the contract.
13. Negotiate terms with contractors or consultants favorable to the County; re-bid, re-negotiate or select another for the project if best value proposal is greater than project budget after selection of contractor or consultant by County.
14. After selection of contractor or consultant by County, work with design professional with transmitting standard procurement requirements to contractors and subcontractors.
15. Review information submitted by contractor or consultant to include insurance, employee pay scales (compliance with grant requirements, if any), material suppliers, subcontractors list, bonds and financing.
16. Provide overall project management of each consultant and work task.
17. Conduct regular meetings between County, design professionals and all concerning parties to review and evaluate design documents for compliance with County requirements.

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18. Conduct review of schedule. If a benefit and cost-effective to the County, conduct schedule optimization or best practice.
19. Provide preliminary design review for code compliance or best practice.
20. Conduct reviews of consultant/contractor or designer's cost estimate, reconcile, and take action to keep cost within budget.
21. Oversee preparation of project documents addressing all project elements.
22. Conduct design review meetings and project management meetings with the County to update on progress, financial status, construction issues and use of project contingencies.
23. Coordinate with government entities for any building or statutory reviews and other approvals.
24. Participate in drawing/plan reviews for completeness, constructability, and cost savings. Coordinate, review, and evaluate all construction documents submitted by design professionals and sub consultants for compliance with owner's design guidelines, detailed program needs and performance specifications before procurement of sub-contractors.
25. Develop/and or modify existing Projects Procedures Manual.
26. Develop/and or modify existing Projects Standard Forms.
27. Develop/and or modify existing Projects Engineering Design Criteria.
28. Develop/and or modify existing Projects Plan Preparation Criteria.
29. Develop/and or modify existing Develop Projects Standards for CADD and CADD procedures.
30. Review County-adopted Standard Detail sheets for projects, and revise, as necessary. Create new Standard Detail sheets, as needed for the Program.
31. Review County-adopted Construction Specifications and revise, as necessary. Create new Construction Specifications, as needed for the Program.
32. The PM shall recommend to staff whether such aforementioned or any documents might be unnecessary or of little value in view of the scope or complexity of programmed projects.
33. Manage the Geotechnical Investigations and develop contracts for geotechnical firms, and review and disseminate results from the geotechnical investigations.
34. Manage and oversee design and survey firm activities, including:
    a. Aerial photography.
    b. Benchmark and project control data.
    c. Profile of existing structures, right-of-way, driveways, stormwater improvements, and utilities.
    d. Boundary and topographic survey as needed for each project.
35. Update and detail any master program plan and schedule including any project plan and schedule within such master program, including major construction elements, and, if a benefit and cost effective to the County, conduct optimization session(s) or best practice.

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36. With alternative delivery methods, such as Progressive Design Build or CMAR project delivery method, the PM shall receive, Guaranteed Maximum Price (GMP) proposal, evaluate, negotiate, and provide recommendation for acceptance.

37. If cost-effective, perform a formal constructability program or best practice.

38. Implement a project change management system to control "scope creep" or best practice. Nevertheless, the PM will be responsible for quality control/quality assurance on all projects and will be responsible for controlling scope creep and provide the County a plan, oversee, and show results to control "scope creep".

39. Serve as the County's point of contact during construction. Conduct construction update meetings at construction sites with the frequency of such meetings based upon the recommendation of the PM subject to approval by the County. Meeting frequency is subject to change at the discretion of the County.

40. Review required documents/outlines from contractor or consultant including quality control/quality assurance plan, safety plan, environmental compliance plan, and any other applicable plan related to the project and report to contractor/consultant and County.

41. Conduct site visits and inspections to review work in place and report in a standard format to County with reference to facilities standards/specifications, schedules and budgets. Monitor construction progress and advise County of any observations of non-conforming scope or quality workmanship. Administrator construction Contract and General Conditions and serve as County's representative. To include, but not be limited to:

    a. Provide Field Inspection and Quality Assurance Oversight.

    b. Provide on-sight construction inspection services. The County shall have the option to either perform all or part thereof construction inspection services at their discretion with the PM adjusting their resources accordingly. The PM shall not duplicate or waste their resources where it is not needed.

42. Review compliance with all plans, specifications and required terms and conditions and report to County on status.

43. Review approved submittals. Obtain the County approvals where needed.

44. If GMP contract, track savings balance and plan for its use or recapture.

45. Monitor Requests for Information (RFI's) and design professional, contractor, consultant's responsiveness.

46. Coordinate vendors under separate contract to County, such as security, data, telecom, move management and so forth.

47. If applicable, review contractor's building permits and turnover plan as part of planning for start-up.

48. Evaluate payment applications and make recommendations to County on approval of requests for progress payments.

49. Perform final inspections and review punch list work.

50. Monitor all pre-functional testing and check-out for compliance with commissioning plan.

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51. Oversee turnover of all certification documentation and submittals to proper agencies on behalf of the County. Submit as-builts, inventory, and documentation for auditing purposes to the County in an approved form compatible to the County's financial software.
52. Review all contractual and warranty obligations for compliance including the issuance of all documents such as operations and maintenance manuals.
53. Generate and deliver tickler file of all warranty deadlines for each project.
54. Coordinate reviews of warranty items after a determined date by the County.
55. Provide the County applicable future maintenance and operation cost estimates for budgeting purposes.
56. Perform other duties as assigned by the County to support the Program.

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Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19761 **Agenda Date:** 8/5/2025 **Agenda No.:** 7.4.5.

SUBJECT:
Request Approval of Selection Committee Recommendation: 25Q-085 Bridge Repairs - North Florida Professional Services, Inc., Lake City, FL (Budget Impact - Neutral; expenditure of $233,910)

INITIATOR:
Susan Olsen, Director

DEPARTMENT:
Procurement Services

DESCRIPTION/BACKGROUND:
On behalf of the Office of the County Engineer, Procurement advertised a Request for Qualifications for professional engineering and consulting services for improvements to bridges #364102 (CR-315) and #364150 (NE 145th Ave. Rd), both located in northeast Marion County. Services provided shall include, but not be limited to, design services, geotechnical services, survey, engineering plans, specifications, estimates, bid and permit documents, and post-design engineering services for both bridges. A cost-benefit analysis will also be done for bridge #364150 that compares the cost of replacing the bridge completely with the cost of repairing the existing structure. One (1) firm responded, the Selection Committee evaluated the proposal, ranking them per the tabulation below:

Firm - *City*	Score (Rank)
North Florida Professional Services, Inc. - *Lake City, FL*	227 (1)

Steven Cohoon, County Engineer, has reviewed and is in support of the Selection Committee's recommendation to award to North Florida Professional Services, Inc.

Attached for review is a draft contract; pending approval at today's meeting, it will be sent to North Florida Professional Services, Inc. for signatures. Upon return, it will be forwarded to the County Attorney, Clerk, and Chairman for signatures.

BUDGET/IMPACT:
Neutral; expenditure of $233,910. Funding is from VJ738541-563220 STC073834-CIPTRANSP-REHABCNS-738 (Infrast Surtax Cap Proj Fund).

RECOMMENDED ACTION:
Motion to approve recommendation and allow staff to issue contract, and upon approval by Legal, authorize the Chairman to execute contract with North Florida Professional Services, Inc. under 25Q-085.

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 **North Florida Professional Services, Inc.**, with a mailing address at PO Box 3823, Lake City, FL, possessing FEIN# 27-1868423 (hereinafter referred to as "FIRM") under seal for the Bridge Repairs, (hereinafter referred to as the "Project"), and COUNTY and FIRM hereby agreeing as follows:

WITNESSETH:

In consideration of the mutual covenants and promises contained herein, COUNTY and FIRM (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

Section 1 – The Contract Documents. The Contract Documents are defined as this Agreement, the Specifications, the Drawings, all Purchase Orders, Change Orders and Field Orders issued hereafter, any other amendments hero executed by the Parties hereafter, together with the following (if any):

Marion County Bid #25Q-085 - Bridge Repairs, 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 25Q-085, more fully set forth on Exhibit A hereto, as per the Contract Documents furnished by COUNTY and according to the timeframe as noted herein.

Section 5 – Compensation. COUNTY shall make payment of Two Hundred Thirty-Three Thousand, Nine Hundred and Ten Dollars ($**233,910**), (the "Agreement Price"), to FIRM under COUNTY's established procedure, upon completion of the Work. There shall be no provisions for pricing adjustments. FIRM agrees that if payment is made by COUNTY procurement card (p-card), charges will not be processed until goods or services are shipped, or are received by COUNTY, and in acceptable condition.

Section 6 – Assignment. FIRM may not subcontract all or any part of this Agreement without written approval by COUNTY.

Section 7 – Laws, Permits, and Regulations. Prior to the performance of any Work hereunder, FIRM shall obtain and pay for all licenses and permits, as required to perform the Work. FIRM shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the Work provided under this Agreement.

Section 8 – Amendments. This Agreement may only be amended by mutual written agreement of both Parties.

Section 9 – Books and Records. FIRM shall keep records of all transactions, including documentation accurately reflecting the time expended by FIRM and its personnel. COUNTY shall have a right to request records from FIRM, and for those records to be made available within a reasonable timeframe depending on method of acquisition.

Section 10 – Public Records Compliance

A. IF FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE

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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 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.

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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.
b) COUNTY shall immediately terminate FIRM if COUNTY has a good faith belief that FIRM has knowingly violated Section 448.09(1), F.S., that is, that FIRM knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
c) If FIRM enters into a contract with a subcontractor, FIRM shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
d) FIRM shall maintain a copy of such affidavit for the duration of this Agreement and provide it to COUNTY upon request.
e) FIRM shall immediately terminate the subcontractor if FIRM has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.
f) If COUNTY has a good faith belief that FIRM's subcontractor has knowingly violated Section 448.095, F.S., but that FIRM has otherwise complied, COUNTY shall promptly order FIRM to terminate the subcontractor. FIRM agrees that upon such an order, FIRM shall immediately terminate the subcontractor. FIRM agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate FIRM.
g) If COUNTY terminates this Agreement with FIRM, FIRM may not be awarded a public Agreement for at least one (1) year after the date of termination.
h) FIRM is liable for any additional costs incurred by COUNTY as a result of a termination under this subsection.
i) Any such termination under this subsection is not a breach of this Agreement and may not be considered as such.
j) FIRM shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
k) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Contract.

Section 19 – Force Majeure. Neither FIRM nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods, pandemics and epidemics.

Section 20 – Counterparts. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the Parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

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: North Florida Professional Services, Inc.
PO Box 3823, Lake City, FL
CONTACT PERSON: Gregory Bailey | Phone: 877-335-1525

COUNTY: Marion County Office of the County Engineer
c/o Marion County, a political subdivision of the State of Florida
601 SE 25th Ave, Ocala, FL 34471

A copy of all notices to COUNTY hereunder shall also be sent to:

Procurement Services Director
Marion County Procurement Services Department
2631 SE 3rd St., Ocala, FL 34471

Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as procurement@marionfl.org. If 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: mcarter@nfps.net and dwenner@nfps.net. Designation signifies FIRM's election to accept notices solely by e-mail.

IN WITNESS WHEREOF the Parties have entered into this Agreement, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

WITNESS:

SIGNATURE

PRINTED NAME

WITNESS:

SIGNATURE

PRINTED NAME

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA

KATHY BRYANT DATE
CHAIRMAN

BCC APPROVED: August 5, 2025
25Q-085 | Bridge Repairs

NORTH FLORIDA PROFESSIONAL SERVICES, INC.

BY: DATE

PRINTED:

ITS: (TITLE)

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NFPS & Sub-Consultant Team Staff Hours and Fee Proposal - Marion County RFQ 25Q-085 Bridge Repairs

6/19/2025

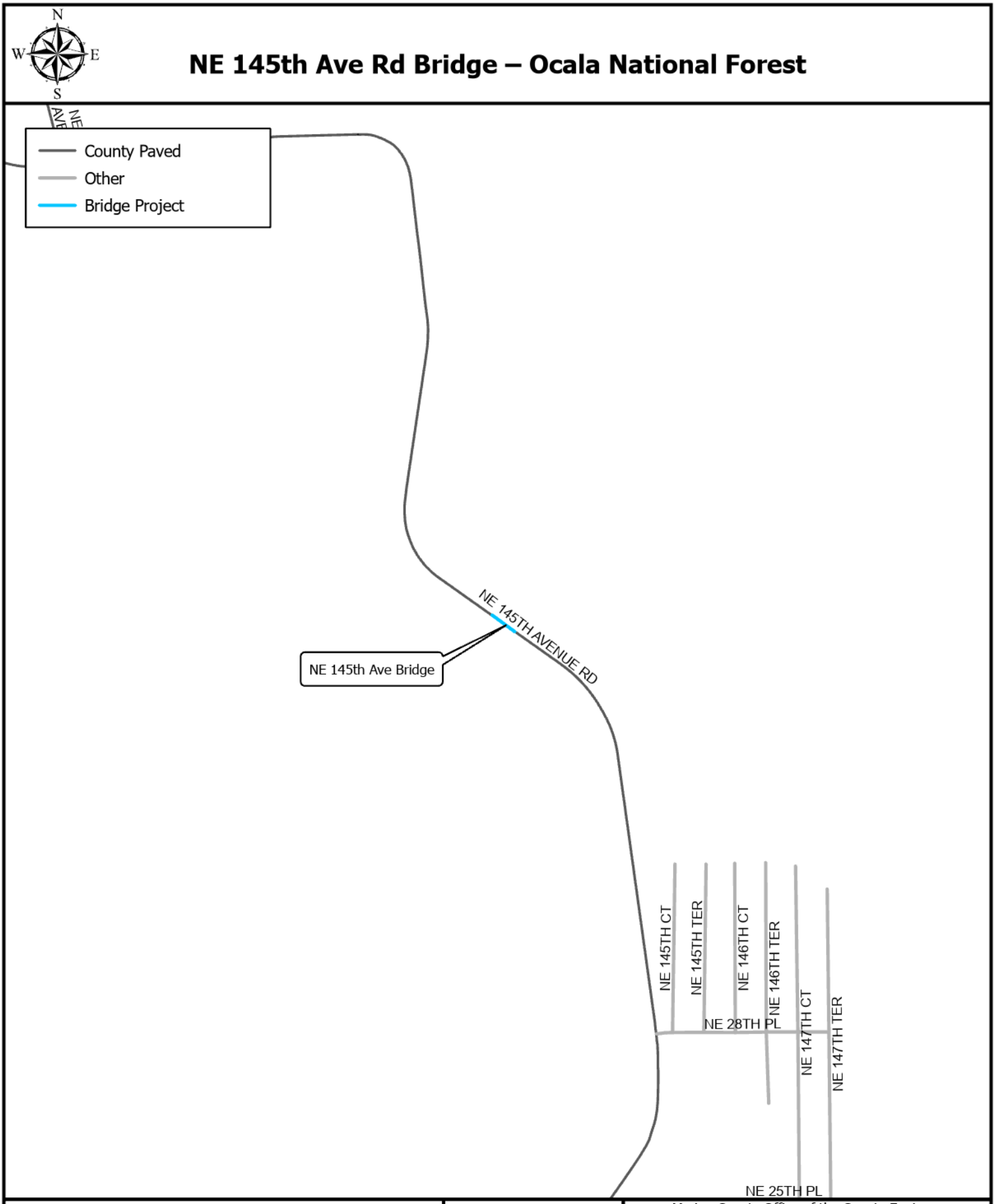
Task	Senior PE	PE	EIT	Senior Designer	Bridge Inspector	CADD	Clerical	Total of Hours	Line Item Subtotal
Rates Per Hour:	*$ 250*	*$ 190*	*$ 125*	*$ 95*	*$ 110*	*$ 65*	*$ 60*		
DESIGN PHASE									
General Tasks									
Kickoff Meeting	2	2		2	2			8	$ 1,290
Sunshine 811 Utility Location							2	2	$ 120
2 Utility Coordination Meetings with OCE	4	4	4						$ 2,260
Allowance for 6 Monthly Progress Meetings	12	6	6	4	4	4		36	$ 5,970
Special Provisions to Specifications (Marion County Standards)	3						4	7	$ 990
Bid Package Preparation	2		4			12		18	$ 1,780
Managing Sub-Consultant Invoicing	2						8	10	$ 980
Roadway									
Lane Closure Analysis	4	5		4		2	1	16	$ 2,520
M.O.T.	1	2	4	8		20		35	$ 3,190
Signs and Pavement Markings		2	2			12		16	$ 1,410
Summary of Quantities and Estimate of Probable Costs	1	3	4	4		8	2	22	$ 2,340
Geotechnical									
Allowance for Geotechnical Study of 2 Bridges									$ 30,000
Structural									
Field Investigation	10				10			20	$ 3,600
Anaylsis of Existing Structures /	44							44	$ 11,000
Design Drawings	88			88				176	$ 30,360
Specifications	24						8	32	$ 6,480
Summary of Quantities and Estimate of Probable Costs	14					8		22	$ 4,020
Civil									
Review LDC / Site Grading / Erosion Control Plans	4		40	20				64	$ 7,900
Summary of Quantities and Estimate of Probable Costs	4		12	8				24	$ 3,260
Surveying									
All Pertinent Services Except Wetlands									$ 28,400
Wetlands - Additional Service (Not to Be Invoiced Unless Needed)									$ 4,400

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Environmental								
Wetland Delineation							$	4,500
Bridge 364012: State Environmental Resource Permitting, Chapter 62-330, F.A.C.							$	8,500
Bridge 364012: Federal Clean Water Act Section 404 Permitting							$	7,500
Bridge 364150: State Environmental Resource Permitting, Chapter 62-330, F.A.C.							$	8,500
Bridge 364150: Federal Clean Water Act Section 404 Permitting							$	7,500
						Design Phase Total:	**$**	**188,770**
BID PHASE								
Pre-Bid Meeting	8	8				16	$	3,000
Answer Bid Questions	8	8				16	$	3,000
Addenda	8	4	8	8	4	32	$	4,020
Evaluation of Bids	4					4	$	1,000
						Bid Phase Total:	**$**	**11,020**
CONSTRUCTION ADMINISTRATION PHASE								
Request and Review Construction Testing Reports	8					8	$	2,000
Shop Drawing Review	24	6				30	$	6,750
RFI Log and Responses	24	6				30	$	6,750
Allowance for 4 Site Visits (Each Visit Includes Both Bridges)	15		15			30	$	5,400
Provide Field Reports for Each Bridge	6		4			10	$	1,940
Review Contractor Pay Applications and Material Quantities	4					4	$	1,000
Manage SWMD / Environmental Permits		8				8	$	1,000
Assist with Punch List Items	8	4				12	$	2,500
Revise Drawings / Specs as Needed for Unforeseen Conditions	8	4	8	8		28	$	3,780
Review and Approve Contractor As-Built Drawings	8	8				16	$	3,000
						C.A. Phase Total:	**$**	**34,120**
						Project Total:	**$**	**233,910**

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NE 145th Ave Rd Bridge – Ocala National Forest

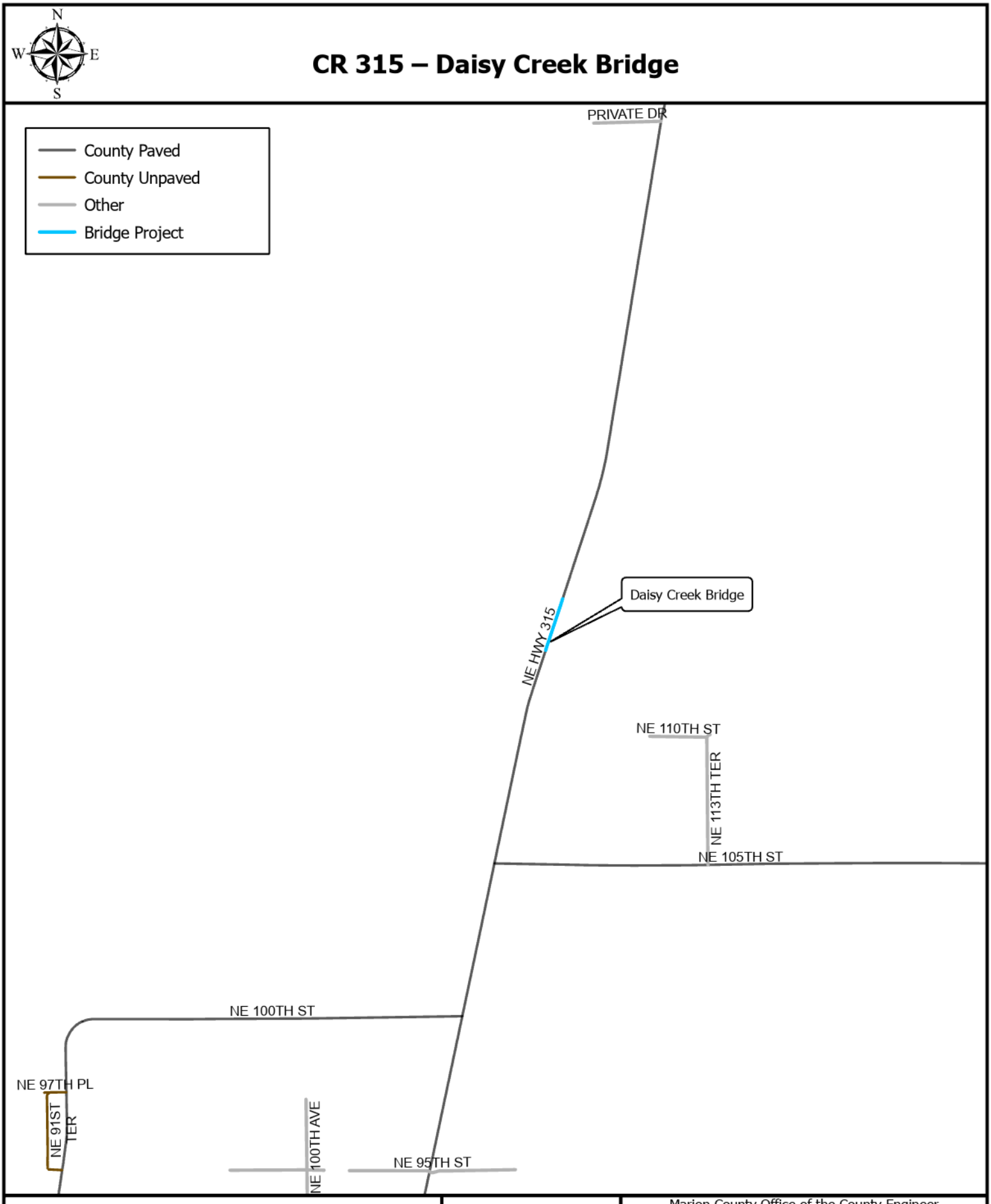


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Author: Jason Freeman
Printed: 07/02/2025

Marion County Office of the County Engineer
Asset Management Section
412 SE 25th Avenue
Ocala, FL 34471

CR 315 – Daisy Creek Bridge



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Author: Jason Freeman
Printed: 07/02/2025

Marion County Office of the County Engineer
Asset Management Section
412 SE 25th Avenue
Ocala, FL 34471

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19830 **Agenda Date:** 8/5/2025 **Agenda No.:** 7.4.6.

SUBJECT:
Request Approval of Sole Source Declaration: 25SS-149 Traffic Signal Video Detection Equipment - Iteris, Inc., Santa Ana, CA (Budget Impact - Neutral; estimated annual expenditure of $150,000)

INITIATOR:
Susan Olsen, Director

DEPARTMENT:
Procurement Services

DESCRIPTION/BACKGROUND:
On behalf of the Office of the County Engineer, Procurement requests a waiver of the formal bid process to declare Iteris, Inc., a sole source provider, and to purchase their traffic signal detection equipment. Marion County maintains 140 signalized intersections, the majority of which utilize video detection for stopbar presence. Iteris is the only video detection system used in the county for that purpose, and standardization of Iteris equipment ensures compatibility, efficient maintenance, and uninterrupted operation. Additionally, warranty and support are only available when equipment is purchased directly from Iteris, making them the only viable source for these products. Previous Iteris equipment was purchased through an FDOT contract which Iteris is no longer a part of.

Attached for review is a draft Solicitation Waiver. Upon approval at today's meeting, it will be sent to the Chairman for signature.

BUDGET/IMPACT:
Neutral; estimated annual expenditure of $150,000. Funding is from BN403541-553101 (20% Gas Tax Const Fund).

RECOMMENDED ACTION:
Motion to approve the request and declare Iteris, Inc. the sole source provider for Marion County's Traffic Signal Video Detection Equipment under 25SS-149.

Marion County
FLORIDA
PROCUREMENT SERVICES

SOLICITATION WAIVER 25SS-149

This form is for requesting an exemption to a quote, bid, RFP or RFQ. If under $50,000 will require County Administrator approval and if over $50,000 the request will need BCC approval. Use your cursor to hover over a field for help.
Please send completed and digitally signed form to ***Procurement@marionfl.org***

Date: 7/15/2025 Using Department: Office of County Engineer

Request Type: Requesting Department: Office of County Engineer

- ☐ Bid Exemption
- ☑ Standardization of Product/Brand
- ☑ Sole Source Provider of Good/Service
- ☐ Piggyback Agency _____

Purchase ☐ 1 time or ☑ recurring purchase with this year's total expenditure estimated is at $ 150,000.00

Justification and/or Description:

Marion County Traffic Operations is requesting a sole source purchase agreement for traffic signal video detection equipment from Iteris, Inc., the sole authorized developer, manufacturer, and distributor of their proprietary detection products in FDOT District Five, which includes Marion County. We maintain 140 signalized intersections, the majority of which utilize video detection for stopbar presence, and Iteris is the only video detection system used in the county for that purpose. Standardization of Iteris equipment ensures compatibility, efficient maintenance, and uninterrupted operation. Although this equipment was previously procured through an FDOT contract, it is no longer available on that contract because Iteris did not submit a bid. Additionally, warranty and support are only available when equipment is purchased directly through Iteris, making them the only viable source for these products.

Project Manager Signature: 7/15/25 Director Signature: 7/15/25

Procurement Use Only
The following request is in accordance with the Procurement Manual, and meets the requirements to complete the exemption request and ☑ DOES ☐ DOES NOT require Board Approval.

PCA: 7/15 Date: Procurement Director: 7-15-25 Date:

Do not sign below without prior signatures from Procurement Services above.

County Administrator Signature Chairman Signature

Reset Form Email Form

iteris®
ALMAVIVA GROUP

To: Marion County, traffic Signal Dept

From: Jeremy Short, Iteris Inc.

Date: July 15, 2025

Re: Sole Source Iteris Inc.

To whom it may concern.

This letter is to verify that Iteris, Inc. located at 1700 Carnegie Ave, Suite100, Santa Ana, Ca 92705 is the sole developer, provider, or manufacturer of all, Iteris products in the state of Florida.

We have complete authorization to sell, supervise installation, and offer warranty services for all our equipment developed for the transportation industry.

Iteris provides warranty and customer support exclusively for items purchased from an authorized distributor. Iteris, Inc. is the only distributor in Marion County.

This would include:

1. Vantage video detection: Next Max, Next APEX, Next CCU, NextCam, and Next Vector
2. Radar vehicle detection: Radius
3. Bluetooth products: BlueTOAD Spectra/RSU radios
4. Iteris proprietary software: Vantage Live, Vantage Care, Clear Guide, ATSPM, and Vantage Argus
5. RMA's and Warranty for Iteris product.

Should you have any inquiries regarding this subject, kindly reach out to me at (407) 716-4610. The opportunity for your business is greatly appreciated.

Thank you,

Jeremy Short, District Sales Manager

Iteris, Inc.

(407) 716-4610

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19768 **Agenda Date:** 8/5/2025 **Agenda No.:** 7.4.7.

SUBJECT:
Request Approval of Task Order: 23Q-087-TO-42 County Wide Sidewalk Improvements - Halff Associates, Inc., Tavares, FL (Budget Impact - Neutral; expenditure of $394,510)

INITIATOR:
Susan Olsen, Director

DEPARTMENT:
Procurement Services

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

Halff Associates, Inc. (Halff) has been chosen to perform engineering design services aimed at enhancing pedestrian infrastructure. The project includes design of improvements to existing sidewalks and the design of new sidewalk segments to close gaps in the current network, totaling approximately 5.14 miles. The primary goals are to ensure compliance with current ADA standards and to improve safe pedestrian access to schools and other key community destinations.

Attached for review is a draft of the contract; pending approval at today's meeting, it will be sent to Halff for signature and upon return, it will be forwarded for the County Attorney's, Clerk's, and Chairman's signatures.

BUDGET/IMPACT:
Neutral; project shall not exceed $394,510. Funding is from BP763541-563101 (Sidewalk Construction Fund).

RECOMMENDED ACTION:
Motion to approve the recommendation and allow staff to issue contract, and upon approval by Legal, authorize the Chairman to execute contract with Halff Associates, Inc.

TASK ORDER TO THE AGREEMENT

In accordance with the Civil/Site Engineering Agreement, approved by the Board of County Commissioners on June 6, 2023 (the "Agreement") for work within the scope of Solicitation 23Q-087-TO-42 County Wide Sidewalk Improvements, this Task Order to the Agreement (this "Amendment") is made and entered into between Halff Associates, Inc. whose address 902 North Sinclair Ave., Tavares, FL 32778, and possessing FEIN# 75-1308699 ("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 Civil/Site Engineering under 23Q-087.
2. CONTRACTOR's services and performance will be in accordance with the Proposal, Exhibit A hereto. The total cost for the Project will not exceed Three Hundred Ninety-Four Thousand, Five Hundred and Ten Dollars ($394,510). The Project shall commence upon the start date noted on the Notice to Proceed. 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 Contract. The Work may be presumed abandoned after ninety (90) days if CONTRACTOR terminates the Work without just cause or without proper notification to COUNTY, including the reason for termination, or fails to perform Work without just cause for ninety (90) consecutive days.

IN WITNESS WHEREOF the parties have entered into this Amendment, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

WITNESS:

SIGNATURE

PRINTED NAME

WITNESS:

SIGNATURE

PRINTED NAME

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA

KATHY BRYANT DATE
CHAIRMAN

BCC APPROVED: August 5, 2025
23Q-087-TO-42 County Wide Sidewalk Improvements

Halff Associates, Inc.

BY: DATE

PRINTED:

ITS: (TITLE)

DRAFT

EXHIBIT A- PROPOSAL

RE: PROPOSAL/AGREEMENT FOR SIDEWALK PROJECTS, OCALA, FLORIDA,

MARION COUNTY (HALFF AVO 054141.004)
MARION COUNTY SOLICITATION #23Q-087 – CIVIL/SITE ENGINEERING FOR MISCELLANEOUS PROJECTS

SCOPE OF SERVICES

Halff Associates, Inc. (HALFF) is pleased to present this Scope of Services to Marion County (Client) for the Sidewalk Projects.

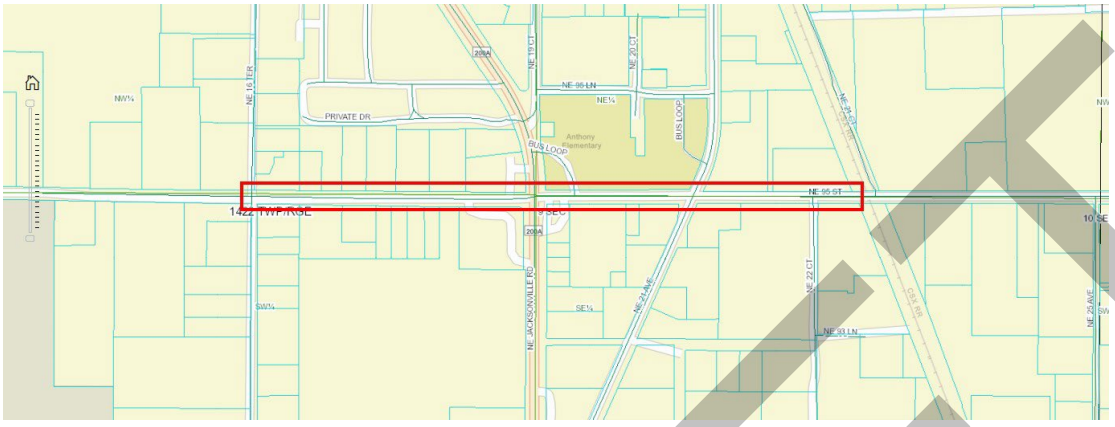
PHASE 100 TOPOGRAPHIC/ROUTE SURVEY (NE 95th STREET)

A Topographic/Route Survey in accordance with 5J-17, Florida Administrative Code, the Standards of Practice for land surveying for the proposed sidewalk lying in Section 9, Township 14 South, Range 22 East, Marion County, Florida, will be performed to locate the horizontal and vertical spatial relationship of the above ground man-made or natural features lying within the limits defined in survey exhibit "A" (limits shown in red-approximate length=2,190 linear feet) sufficient to establish a one-foot contour digital terrain model. The rights of way will be determined for streets shown on said Exhibit "A". Location limits will be full right of way of NE 95th Street beginning at NE 16th Terrace to the West side of Railroad right of way, with an additional 10 feet on adjacent parcels. Accessible drainage structures, gravity sewer lines and associated pipes will be located and detailed. A note will be included on the survey for any structures that are not accessible. Survey will be on state plane coordinates North American Datum 1983/2011 adjustment (Datum), FL WEST ZONE (902). A minimum of three (3) site benchmarks (NAVD 88 datum) will be established for this project from existing control. Any above ground features for the existing utilities such as valves, transformers, or fire hydrants will be located. No underground utilities will be located as part of this survey. The topographic survey shall be provided in digital format using Civil3D platform. Any additions to scope will be subject to a change order.

FEE: $29,600.00

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SURVEY EXHIBIT "A"



PHASE 200 NE 95TH STREET SITE PLANS

Design new ADA Pedestrian sidewalk to connect to Anthony Elementary school starting at NE 16th Terrace and continuing past the school to the western edge of ECS Railroad RW. Sidewalk shall be 5-feet wide sidewalk on one side of the roadway. Sidewalks to stop at FDOT Right-of-way line. Upgrade existing crossings at NE 95th St. and Jacksonville Rd.

FEE: $16,430.00

PHASE 300 NE 95TH STREET PERMITTING

Phase shall allow for one desktop review by Marion County staff and associated minor revisions. Phase shall allow for submittal of "permit not required" determination from SWFWMD. FDOT permitting is not anticipated or included.

FEE: $3,500.00

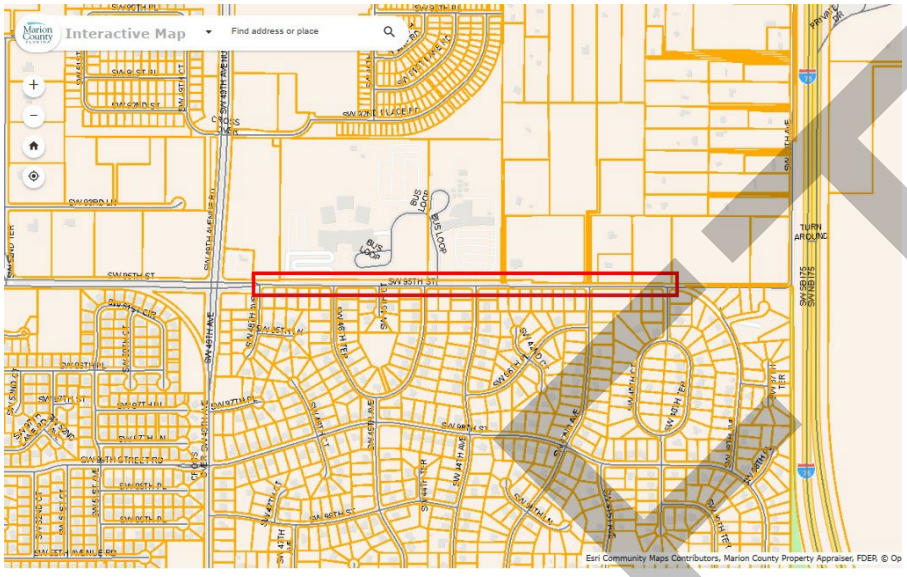
PHASE 400 TOPOGRAPHIC/ROUTE SURVEY (SW 95TH STREET)

A Topographic/Route Survey in accordance with 5J-17, Florida Administrative Code, the Standards of Practice for land surveying for the proposed sidewalk lying in Section 22, Township 16 South, Range 21 East, Marion County, Florida, will be performed to locate the horizontal and vertical spatial relationship of the above ground man-made or natural features lying within the limits defined in survey exhibit "B" (limits shown in red-approximate length=3,800 linear feet) sufficient to establish a one-foot contour digital terrain model. The rights of way will be determined for streets shown on said Exhibit "B". Location limits will be full right of way of NE 95th Street beginning at SW 48th Avenue to SW 40th Terrace, with an additional 10 feet on adjacent parcels. Accessible drainage structures, gravity sewer lines and associated pipes will be located and detailed. A note will be included on the survey for any structures that are not accessible. Survey will be on state plane coordinates North American Datum 1983/2011 adjustment (Datum), FL WEST ZONE (902). A minimum of five (5) site benchmarks (NAVD 88 datum) will be established for this project from existing control. Any above ground features for the existing utilities such as valves, transformers, or fire hydrants will be located. No underground utilities will be located as part of this survey. The topographic survey shall be provided in digital format using Civil3D platform. Any additions to scope will be subject to a change order.

FEE: $38,000.00

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SURVEY EXHIBIT "B"



PHASE 500 SW 95TH STREET SITE PLANS

Design new ADA Pedestrian sidewalk and crossing on the south side of SW 95th St. Starting from the existing sidewalk on the west side of SW 48th Ave and ending at SW 40th Terrace. Sidewalk shall be 5-feet wide sidewalk on one side of the roadway. Upgrade and/or reposition existing crossings to access Liberty Middle school.

FEE: $20,480.00

PHASE 600 SW 95TH STREET PERMITTING

Phase shall allow for one desktop review by Marion County staff and associated minor revisions. Phase shall allow for submittal of "permit not required" determination from SWFWMD. FDOT permitting is not anticipated or included.

FEE: $3,500.00

PHASE 700 TOPOGRAPHIC/ROUTE SURVEY (NW 110TH AVENUE)

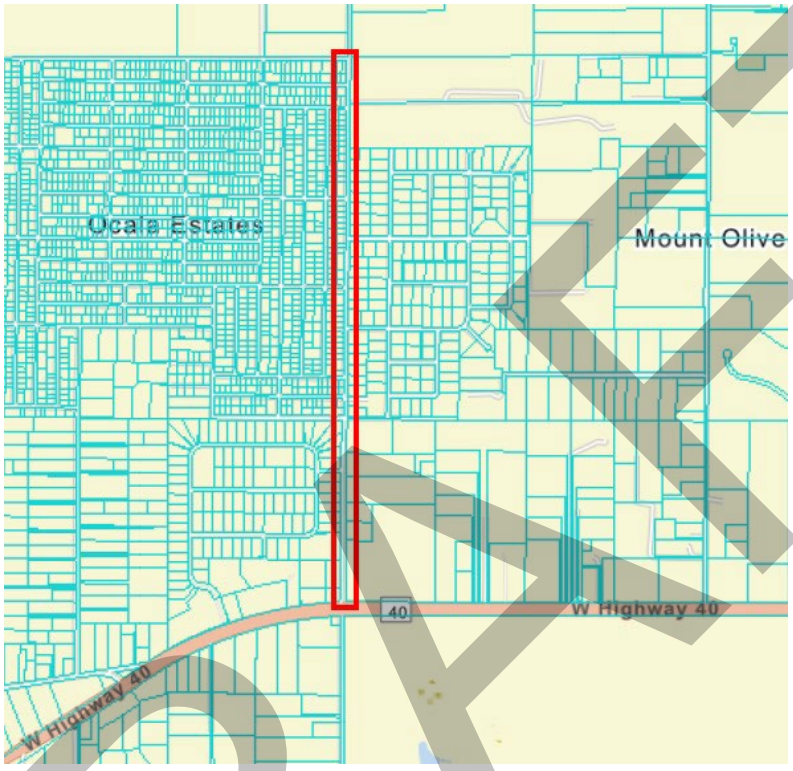
A Topographic/Route Survey in accordance with 5J-17, Florida Administrative Code, the Standards of Practice for land surveying for the proposed sidewalk lying in Section 16, Township 15 South, Range 20 East, Marion County, Florida, will be performed to locate the horizontal and vertical spatial relationship of the above ground man-made or natural features lying within the limits defined in survey exhibit "C" (limits shown in red-approximate length=8,070 linear feet) sufficient to establish a one-foot contour digital terrain model. The rights of way will be determined for streets shown on said Exhibit "C". Location limits will be full right of way of NW 110th Avenue beginning at State Road 40 to the NW 21st Street, with an additional 10 feet on adjacent parcels. Accessible drainage structures, gravity sewer lines and associated pipes will be located and detailed. A note will be included on the survey for any structures that are not accessible. Survey will be on state plane coordinates North American Datum 1983/2011 adjustment (Datum), FL WEST ZONE (902). A minimum of ten (10) site benchmarks (NAVD 88 datum) will be established for this project from existing control. Any above ground features for the existing utilities such as valves, transformers, or fire hydrants will be located. No underground utilities will be located as

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part of this survey. The topographic survey shall be provided in digital format using Civil3D platform. Any additions to scope will be subject to a change order.

FEE: $85,000.00

SURVEY EXHIBIT "C"



PHASE 800 NW 110TH AVENUE STREET SITE PLANS

Design new ADA Pedestrian sidewalk and crossings from SR 40 to NW 21st Street. Sidewalk shall be 5-feet wide sidewalk on one side of the roadway.

FEE: $44,000.00

PHASE 900 NW 110TH AVENUE STREET PERMITTING

Phase shall allow for one desktop review by Marion County staff and associated minor revisions. Phase shall allow for submittal of "permit not required" determination from SWFWMD. FDOT permitting is not anticipated or included.

FEE: $3,500.00

PHASE 1000 TOPOGRAPHIC/ROUTE SURVEY (BAHIA ROAD)

A Topographic/Route Survey in accordance with 5J-17, Florida Administrative Code, the Standards of Practice for land surveying for the proposed sidewalk lying in Section 4, Township 16 South, Range 23 East, Marion County, Florida, will be performed to locate the horizontal and vertical spatial relationship of the above ground man-made or natural features lying within the limits defined in survey exhibit "D" (limits shown in red-approximate length=8,070 linear feet) sufficient to establish a one-foot contour digital terrain model. The rights of way will be determined

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for streets shown on said Exhibit “D”. Location limits will be full right of way of Bahia Road beginning at Midway Road to the Northern existing sidewalk on the West side of Bahia Road, with an additional 10 feet on adjacent parcels. Accessible drainage structures, gravity sewer lines and associated pipes will be located and detailed. A note will be included on the survey for any structures that are not accessible. Survey will be on state plane coordinates North American Datum 1983/2011 adjustment (Datum), FL WEST ZONE (902). A minimum of three (3) site benchmarks (NAVD 88 datum) will be established for this project from existing control. Any above ground features for the existing utilities such as valves, transformers, or fire hydrants will be located. No underground utilities will be located as part of this survey. The topographic survey shall be provided in digital format using Civil3D platform. Any additions to scope will be subject to a change order.

FEE: $14,100.00

SURVEY EXHIBIT “D”



PHASE 1100 BAHIA ROAD SITE PLANS

Design new ADA Pedestrian sidewalk and crossings on the west side of Bahia Road from Midway Road to the northern existing sidewalk on the west side of Bahia Rd. Sidewalk shall be 5-foot-wide sidewalk.

FEE: $8,000.00

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PHASE 1200 BAHIA ROAD PERMITTING

Phase shall allow for one desktop review by Marion County staff and associated minor revisions. Phase shall allow for submittal of "permit not required" determination from SWFWMD. FDOT permitting is not anticipated or included.

FEE: $3,500.00

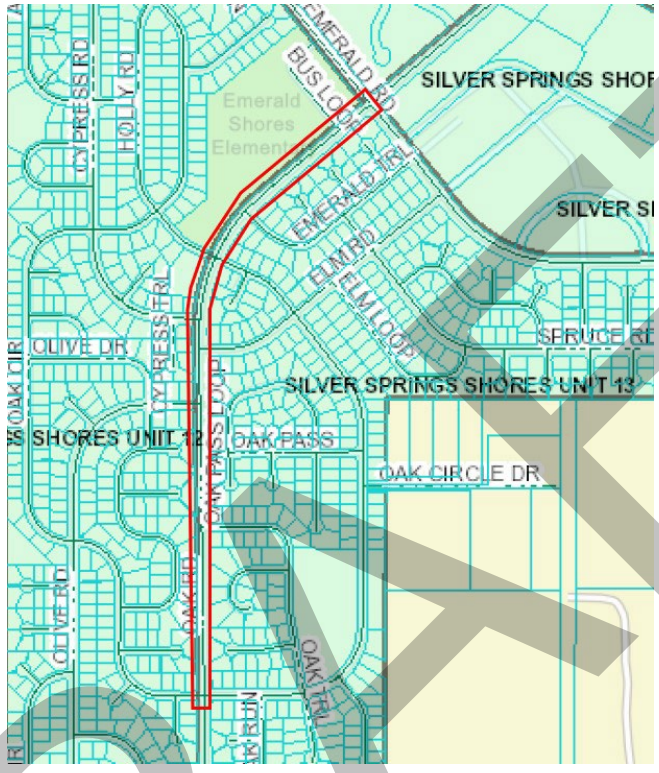
PHASE 1300 TOPOGRAPHIC/ROUTE SURVEY (OAK ROAD)

A Topographic/Route Survey in accordance with 5J-17, Florida Administrative Code, the Standards of Practice for land surveying for the proposed sidewalk lying in Section 21 & 28, Township 16 South, Range 23 East, Marion County, Florida, will be performed to locate the horizontal and vertical spatial relationship of the above ground man-made or natural features lying within the limits defined in survey exhibit "E" (limits shown in red SEVEN (7) intersection crossings) sufficient to establish a one-foot contour digital terrain model. The rights of way will be determined for streets shown on said Exhibit "E". Location limits will be full right of way at the intersections of Oak Road and Olive Road (South intersection), Oak Road and Olive Circle Pass, Oak Road and Oak Circle, Oak Road and Olive Road (North intersection), Oak Road and Cypress Road, Oak Road and Holly Road, Oak Road and Emerald Road with a distance of 100' in all directions and an additional 10 feet on adjacent parcels. Accessible drainage structures, gravity sewer lines and associated pipes will be located and detailed. A note will be included on the survey for any structures that are not accessible. Survey will be on state plane coordinates North American Datum 1983/2011 adjustment (Datum), FL WEST ZONE (902). A minimum of seven (7) site benchmarks (NAVD 88 datum) will be established for this project from existing control. Any above ground features for the existing utilities such as valves, transformers, or fire hydrants will be located. No underground utilities will be located as part of this survey. The topographic survey shall be provided in digital format using Civil3D platform. Any additions to scope will be subject to a change order.

FEE $21,200.00

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SURVEY EXHIBIT "E"



PHASE 1400 OAK ROAD SITE PLANS

Design upgrades for existing sidewalk crossings for ADA and install RRFB's. Upgrades shall include revisions for 6 crossings, already existing. New striping and grading to meet ADA to be provided.

FEE: $10,000.00

PHASE 1500 OAK ROAD PERMITTING

Phase shall allow for one desktop review by Marion County staff and associated minor reviions. Phase shall allow for submittal of "permit not required" determination from SWFWMD. FDOT permitting is not anticipated or included.

FEE: $3,500.00

PHASE 1600 TOPOGRAPHIC/ROUTE SURVEY (DOGWOOD ROAD)

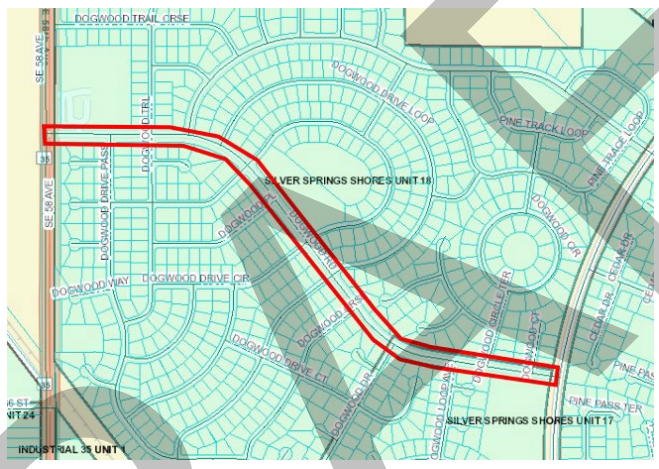
A Topographic/Route Survey in accordance with 5J-17, Florida Administrative Code, the Standards of Practice for land surveying for the proposed sidewalk lying in Section 6, Township 16 South, Range 23 East, Marion County, Florida, will be performed to locate the horizontal and vertical spatial relationship of the above ground man-made or natural features lying within the limits defined in survey exhibit "F" (limits shown in red-approximate length=4,400 linear feet) sufficient to establish a one-foot contour digital terrain model. The rights of way will be determined

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for streets shown on said Exhibit “F”. Location limits will be full right of way of Dogwood Road beginning at State Road 35 to Pine Road, with an additional 10 feet on adjacent parcels. Accessible drainage structures, gravity sewer lines and associated pipes will be located and detailed. A note will be included on the survey for any structures that are not accessible. Survey will be on state plane coordinates North American Datum 1983/2011 adjustment (Datum), FL WEST ZONE (902). A minimum of six (6) site benchmarks (NAVD 88 datum) will be established for this project from existing control. Any above ground features for the existing utilities such as valves, transformers, or fire hydrants will be located. No underground utilities will be located as part of this survey. The topographic survey shall be provided in digital format using Civil3D platform. Any additions to scope will be subject to a change order.

FEE: $45,200.00

SURVEY EXHIBIT “F”



PHASE 1700 DOGWOOD ROAD SITE PLANS

Design new ADA Pedestrian sidewalk and crossings on Dogwood Road from the existing sidewalk on SR 35 to the existing sidewalk on Pine Road. Sidewalk shall be 5-foot wide sidewalk on one side of roadway. Sidewalk shall connect to FDOT sidewalk unless not allowed by FDOT, in which case sidewalk shall be terminated at right of way line.

FEE: $24,000.00

PHASE 1800 DOGWOOD ROAD PERMITTING

Phase shall allow for one desktop review by Marion County staff and associated minor reviions. Phase shall allow for submittal of “permit not required” determination from SWFWMD. Shall include coordination of connection to FDOT sidewalk if allowed by FDOT. If FDOT requires drainage permit, a separate change order will be required for that work.

FEE: $6,500.00

PHASE 1900 PROJECT ADMINISTRATION

The scope of services shall include administrative services necessary to coordinate all aspects of the project.

FEE $9,500.00

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PHASE 9999 REIMBURSABLES

Costs for reimbursables, including printing, copying, blueprints, binding, mileage, etc., shall be billed at the rates shown in the attached Rate Schedule, or at cost.

FEE: $5,000.00 (BUDGET, TO BE BILLED AT COST)

SCHEDULE FEE SUMMARY

PHASE	AMOUNT
PHASE 100	$29,600.00
PHASE 200	$16,430.00
PHASE 300	$3,500.00
PHASE 400	$38,000.00
PHASE 500	$20,480.00
PHASE 600	$3,500.00
PHASE 700	$85,000.00
PHASE 800	$44,000.00
PHASE 900	$3,500.00
PHASE 1000	$14,100.00
PHASE 1100	$8,000.00
PHASE 1200	$3,500.00
PHASE 1300	$21,200.00
PHASE 1400	$10,000.00
PHASE 1500	$3,500.00
PHASE 1600	$45,200.00
PHASE 1700	$24,000.00
PHASE 1800	$6,500.00
PHASE 1900	$9,500.00
PHASE 9999	$5,000.00
TOTAL	**$394,510.00**

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THIS PROPOSAL DOES NOT INCLUDE THE FOLLOWING ITEMS:

- Boundary Survey
- Topography Survey
- Soil Boring Location and Elevation Survey
- Monumentation of Wetlands for Conservation Easement
- Platting
- Sketch and Descriptions for Conservation Easements
- Recording of Easements
- Offsite Right-of-Way survey for utilities.
- Tree Survey
- As-built Survey
- Post-construction Improvement Survey
- Construction Staking
- Off-site Utilities Design
- Off-site Roadway or Transportation Improvements
- Pre/Post-development stormwater modeling
- Offsite Roadway Design, Access, and Right-of-Way Permitting Services
- Offsite Water and Sewer Extensions
- Offsite Infrastructure Capacity Studies/Assessments/Analysis/Designs
- Offsite Stormwater Design
- Revisions to the plans requested by the Client/Contractor/Landowner after the plans are approved unless necessitated by discrepancy in the plans
- Revisions to the plans due to scope changes, value engineering, budget overruns, or other reasons
- LEED Services
- Sign Design and Permitting
- Gas, Electric, Telephone, and/or Cable Design
- Boat Dock and Ramp Design/Permitting
- CADD Support for Environmentalist
- FEMA CLOMR
- FEMA Letter of Map Revision (LOMR)
- Flood Studies
- NPDES Permitting
- Bid Documents and Bidding
- Conditional Use Permit
- Earthwork Calculations
- Construction Administration and Progress Meetings During Construction
- Quality Control and Construction Material Testing Services
- Rezoning
- Land Use Changes
- Franchise Utility Coordination
- Conversion of AutoCad Files to any other format
- Signing and Pavement Marking Plans
- Written Specifications
- Cost Estimating/Quantity Take-offs and/or Engineer’s Opinion of Probable Construction Cost
- Subsurface Utility Engineering

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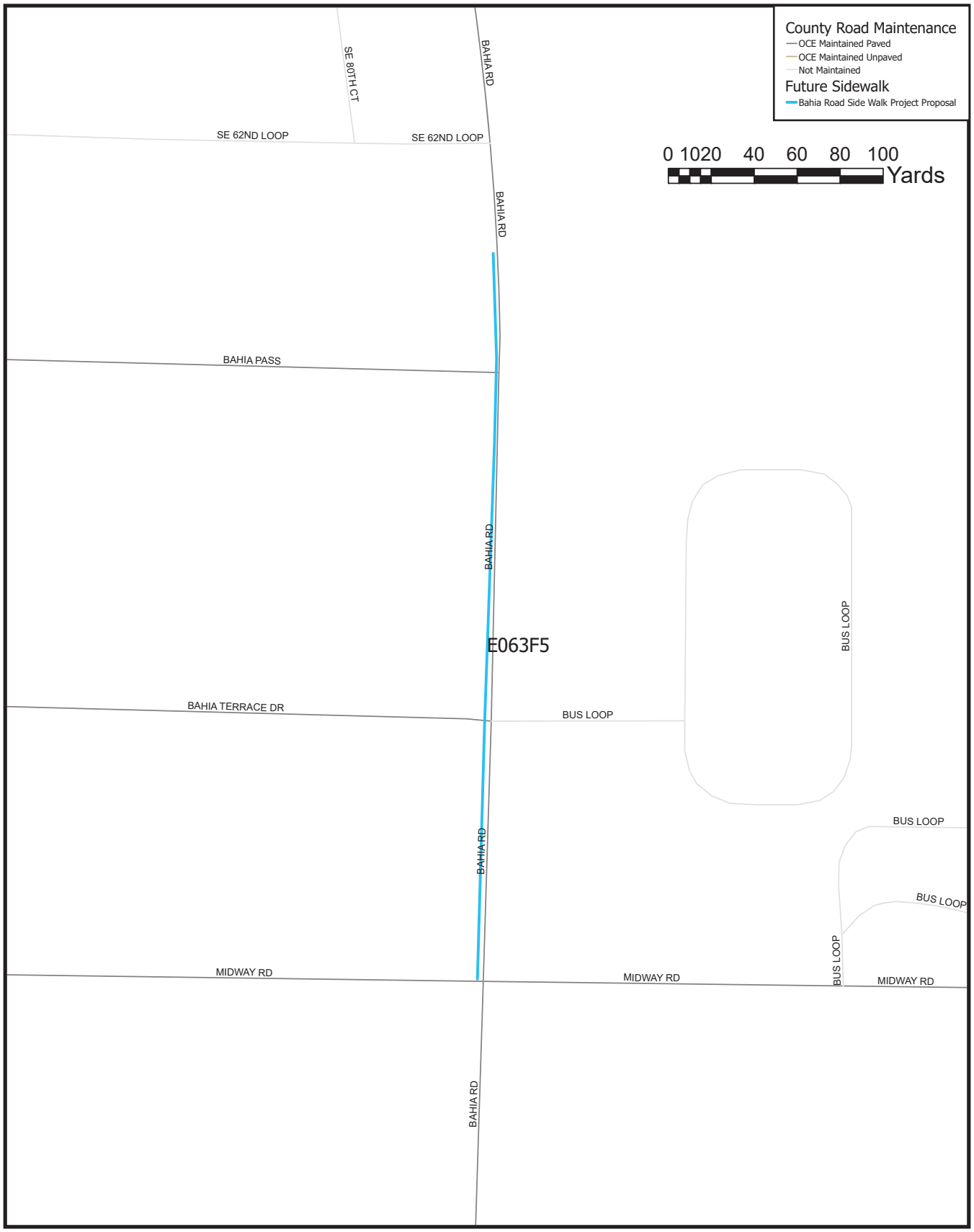
- Environmental Assessment (Threatened and Endangered Assessment)/Biological Services
- Environmental Impact and Cultural Statements and Assessments, Jurisdictional Waters of the US Determination
- Architectural, Structural, Mechanical, Fire Protection, or Electrical Services
- Army Corp. of Engineers Dredge and Fill
- Florida Fish and Wildlife Conservation Commission Permit
- Wetland Flagging/Delineation
- Landscape/Irrigation Plans
- Hardscape, Walls, Entry Features
- Lighting/Photometric Design/Site Electrical Design
- Electrical Controls for Lift Stations
- Geotechnical Investigations
- Traffic Study/Impact Analysis
- Structural Design of Retaining Walls and Pond Walls
- Noise Study
- RGB Submittals
- Advance of permit fees, impact fees, title search fees, recording or advertising fees (all fees by CLIENT)
- The above prices allow for up to two (2) response submittals for any request for additional information letters from referenced agencies. Any additional request's will be billed on an hourly basis based on the attached hourly rate schedule.

Classification	Hourly Rate	Classification	Hourly Rate
Principal Engineer	$245	Hydrogeologist (Registered)	$150
Project Manager (Registered)	$210	Staff Scientist	$100
Project Manager	$175	CADD Designer	$110
Project Engineer (Registered)	$170	CADD Technician	$90
Staff Engineer	$125	GIS Technician	$90
CEI Inspector	$90	Project Surveyor & Mapper (Registered)	$150
Staff Geologist (Registered)	$120	Survey Technician	$90
2-Man Survey Field Crew	$130	Clerical	$60
3-Man Survey Field Crew	$150	Senior Planner	$130
Landscape Architect	$140	Planner	$100
Landscape Designer	$100	Planner Technician	$80

Overtime shall not be considered for any classification, reimbursables are not allowed for this contract (projects/task orders are all inclusive), and lump-sum task orders may be subject to further negotiations.

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Bahia Road Sidewalk Project Proposal



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Dogwood Rd Proposed Sidewalk Limits



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NE 95th Street Sidewalk Proposal Limits

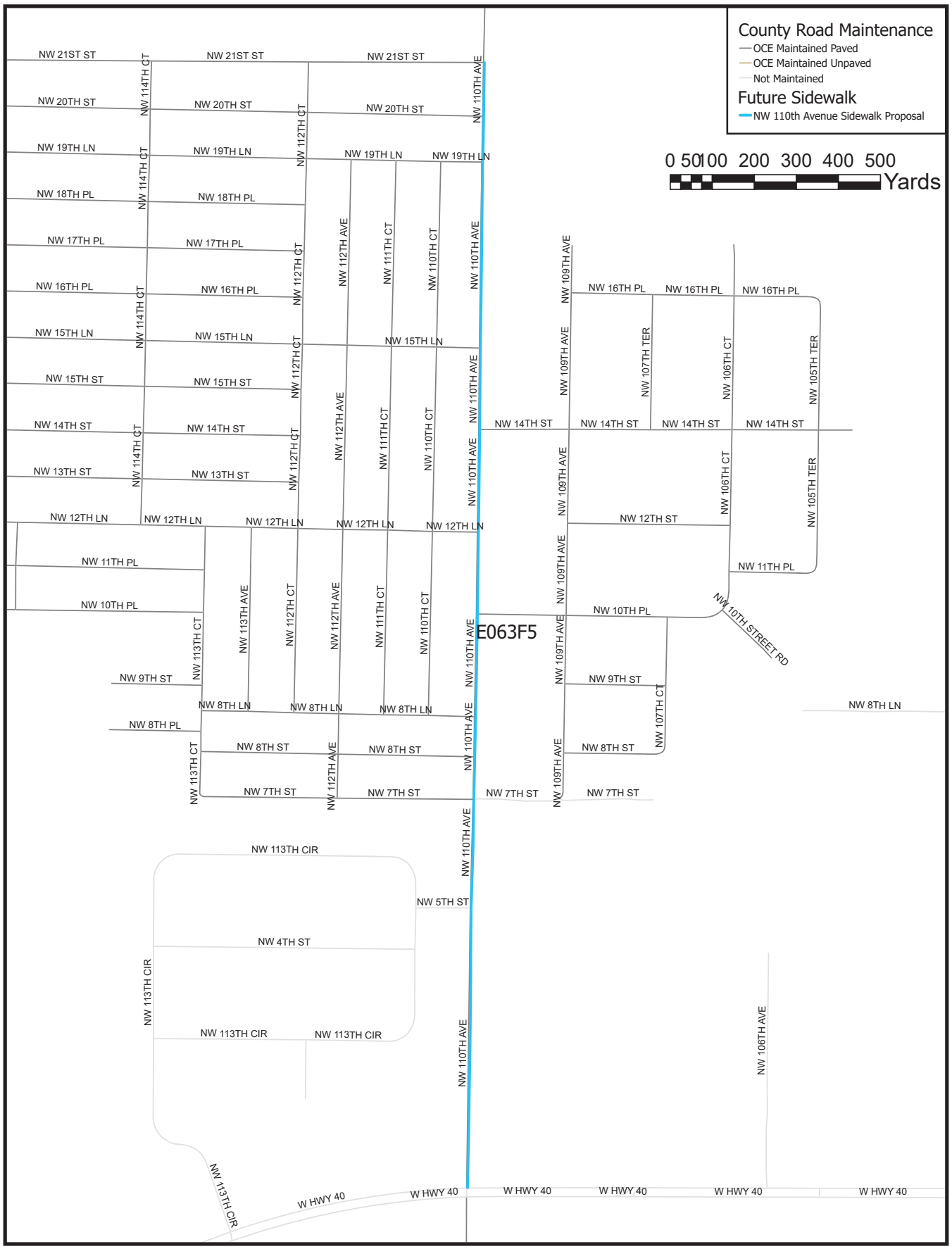


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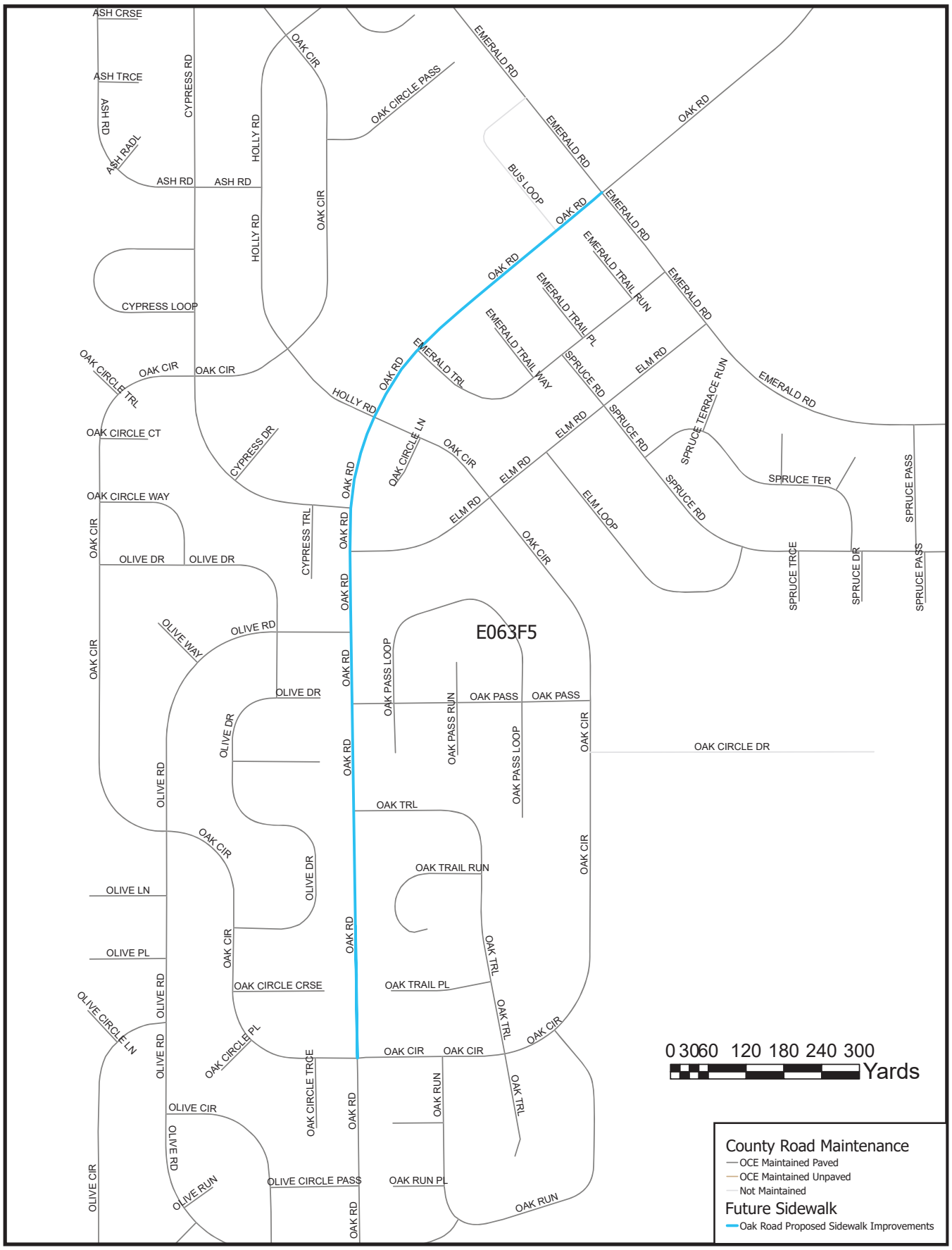
Marion County Office of the County Engineer
Asset Management Section
412 S.E. 25th Avenue
Ocala, FL 34471

NW 110th Avenue Sidewalk Proposal



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Oak Road Proposed Sidewalk Improvements

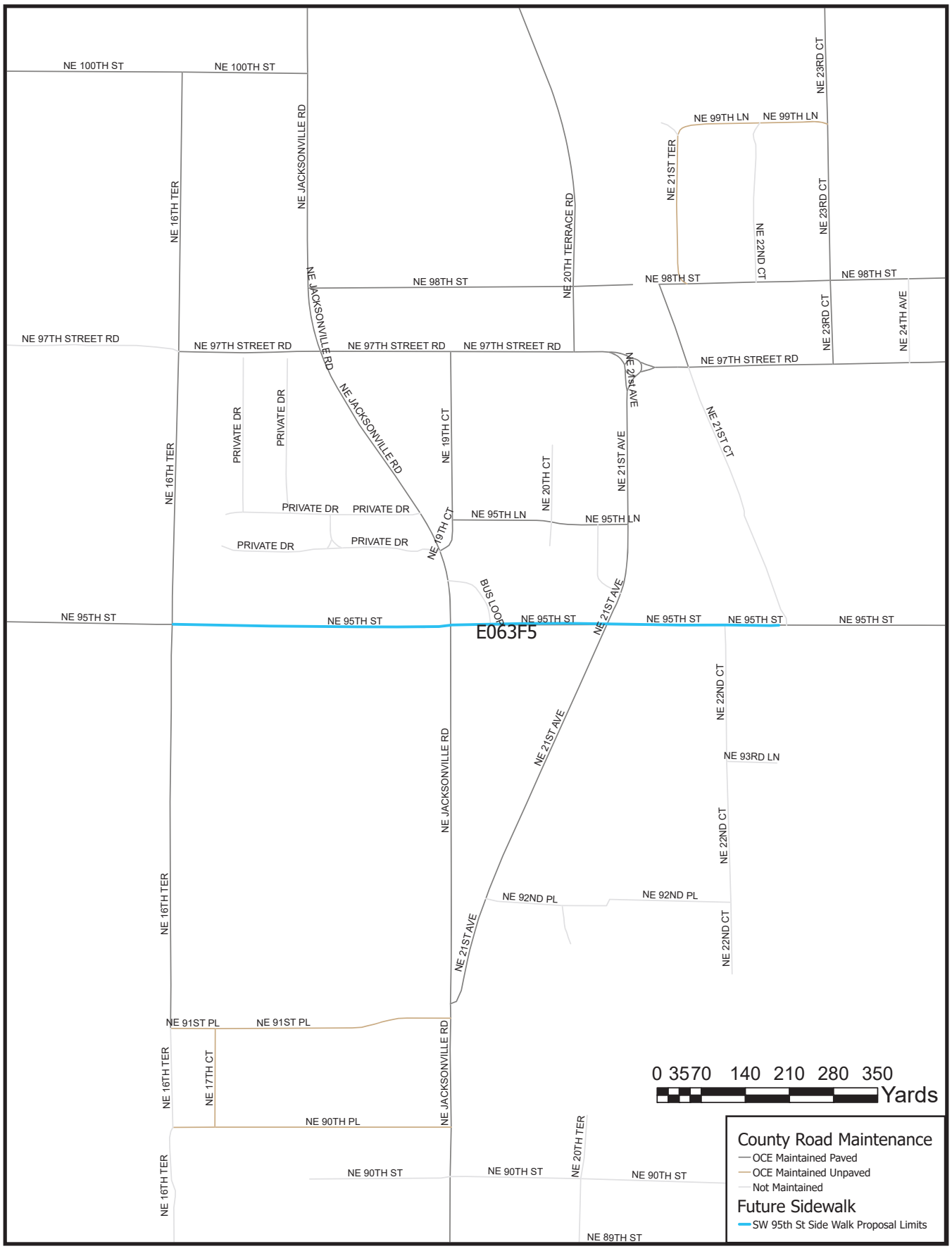


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Printed: 07/02/2025

Marion County Office of the County Engineer
Asset Management Section
412 S.E. 25th Avenue
Ocala, FL 34471

SW 95th St Sidewalk Proposal Limits



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Printed: 07/02/2025

Marion County Office of the County Engineer
Asset Management Section
412 S.E. 25th Avenue
Ocala, FL 34471

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19954 **Agenda Date:** 8/5/2025 **Agenda No.:** 7.4.8.

SUBJECT:
Request Approval of Task Order: 23Q-087-TO-43 Malauka Connector (PER Services) - Guerra Development Corp., Ocala, FL (Budget Impact - Neutral; expenditure of $138,920)

INITIATOR:
Susan Olsen, Director

DEPARTMENT:
Procurement Services

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

Guerra Development Corp (Guerra) has been chosen to provide Preliminary Engineering Report (PER) services for the Malauka Connector, which will provide better access for the public as well as emergency vehicles. The work shall include project administration, engineering analysis & reporting, geo-technical evaluation, concept plans, designs, and public involvement services, environmental & cultural analysis and reporting, technical reviews, PER report, progress reporting, quality control, and submittals.

Attached for review is a draft of the contract; pending approval at today's meeting, it will be sent to Guerra for signature and upon return, it will be forwarded for the County Attorney's, Clerk's, and Chairman's signatures.

BUDGET/IMPACT:
Neutral; project shall not exceed $138,920. Funding is from GA771541-563511 (Impact Fee-East District).

RECOMMENDED ACTION:
Motion to approve the recommendation and allow staff to issue contract, and upon approval by Legal, authorize the Chairman to execute contract with Guerra Development Corp.

TASK ORDER TO THE AGREEMENT

In accordance with the Civil/Site Engineering Agreement, approved by the Board of County Commissioners on June 6, 2023 (the "Agreement") for work within the scope of Solicitation 23Q-087-TO-43 Malauka Connector (PER Services), this Task Order to the Agreement (this "Amendment") is made and entered into between Guerra Development Corp whose address 2817 N.E. 3rd St., Ocala, FL 34470, and possessing FEIN# 59-2615012 ("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 Civil/Site Engineering under 23Q-087.

2. CONTRACTOR's services and performance will be in accordance with the Proposal, Exhibit A hereto. The total cost for the Project will not exceed One Hundred Thirty-Eight Thousand, Nine Hundred and Twenty Dollars ($138,920). The Project shall commence on the date noted on the Notice to Proceed. All Work shall proceed in a timely manner without delays. **TIME IS OF THE ESSENCE.** All limitations of time set forth in the Contract Documents are of the essence of this Contractor. The Work may be presumed abandoned after ninety (90) days if CONTRACTOR terminates the Work without just cause or without proper notification to COUNTY, including the reason for termination, or fails to perform Work without just cause for ninety (90) consecutive days.

IN WITNESS WHEREOF the parties have entered into this Amendment, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA

KATHY BRYANT DATE
CHAIRMAN

BCC APPROVED: August 5, 2025
23Q-087-TO-43 Malauka Connector (PER Services)

WITNESS:

SIGNATURE

PRINTED NAME

WITNESS:

SIGNATURE

PRINTED NAME

Guerra Development Corp

BY: DATE

PRINTED:

ITS: (TITLE)

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Exhibit A of Standard Agreement between the Marion County Board of County Commissioners

And

Guerra Development Corporation
2817 NE 3rd Street, Ocala, FL 34470

SCOPE OF SERVICES FOR PRELIMINARY ENGINEERING SERVICES

For

MALAUKA CONNECTOR
PRELIMINARY ENGINEERING REPORT
Marion County, Florida
June 2, 2025
Revised July 2, 2025

Guerra Development Corp.
(Consultant)

By:_____
(Signature)

Juan C. Guerra, PE – President
(Print Name and Title)

Date: 07/02/2025

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PART I - PREAMBLE

1. DEFINITIONS

PROJECT=	Malauka Connector PER
COUNTY=	Marion County
OCE=	Marion County Office of the County Engineer
ENGINEER=	Prime Consultant for the PROJECT, Guerra Development Corp. and/or his duly authorized representative or sub-consultant.
PO=	Purchase Order
PER=	Preliminary Engineering Report
DRA=	Drainage Retention Area
NTP=	Notice to Proceed
ROW=	Right of Way
DEP=	Department of Environmental Protection
WMD=	Water Management District
FDOT=	Florida Department of Transportation
BM=	Survey Bench Mark
BOCC=	Board of County Commissioners for Marion County, Florida

2. PURPOSE

The purpose of this Exhibit is to describe the scope of work and the responsibilities of Guerra Development Corporation, hereinafter called the ENGINEER and Marion County, a political subdivision of the State of Florida, Office of the County Engineer, hereinafter called the COUNTY, in connection with the completion of necessary Planning, Engineering, Studies, Public Involvement activities to prepare a Preliminary Engineering Report (PER) including presentation of Alternatives for the Malauka Connector PER, hereinafter called the PROJECT.

The PROJECT consists of providing a recommendation for a new connection to provide better access for the public as well as emergency vehicles.

The ENGINEER will provide a Preliminary Engineering Report (PER) in accordance with Marion County Standards, Marion County Land Development Code (LDC), the Florida Department of Transportation (FDOT) standards and applicable code requirements. The county engineer may wave specific requirements to suit the nature and scope of the project. The roadway will have a planned right-of-way to satisfy traffic flows, generally expected to be a 2-lane road with a 60-foot right-of-way (ROW). Alternate sections that meet COUNTY design criteria will be evaluated as a part of the PER. The proposed design speed will be 45 to 50 m.p.h. The PER is intended to culminate with approval of the alignment and typical section for the PROJECT by the Marion County Commission.

The ENGINEER will perform those engineering studies, designs and public involvement services, and technical reviews of the work associated with the development and preparation of the PER. The COUNTY will provide job specific information and/or functions as outlined in this agreement, hereinafter called the CONTRACT.

During the development of the PER, it will be necessary for the ENGINEER to have access to the proposed roadway corridor alignment for site evaluations, environmental and geotechnical observations, etc. The COUNTY will secure, to best extent possible, all necessary permissions, easements, agreements, etc. needed to allow access to the ENGINEER equal to the access that is available on a normal and typical roadway planning project.

As part of this agreement and scope of services The COUNTY will engage the ENGINEER to provide surveying, roadway design, permitting, right-of-way support services, and post-design services consistent with the preferred alternative identified in the PER under a separate contract.

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PART II – PRELIMINARY ENGINEERING REPORT

1. GENERAL/PROJECT ADMINISTRATION

The ENGINEER will prepare the PER. This work effort includes public involvement, engineering, archaeological and environmental records search necessary to complete the PER.

The project administration activities are based on an 8 month contract period following issuance of a purchase order by the COUNTY. The activities that will be undertaken include the following:

A. *Project Setup*: the ENGINEER will establish project files, project work plan, initiate accounting system, and engage sub-consultants.

B. *Project Schedule*: the ENGINEER will provide a schedule of calendar deadlines within 10 days of Notice to Proceed and will provide updates to the schedule through the life of the CONTRACT.

C. *Monthly Progress Meetings*: the ENGINEER will meet with the COUNTY to review the progress of work and to conduct project reviews. This is limited to a total of 8 such meetings over the life of the CONTRACT.

D. *Progress Reports and Invoices*: the ENGINEER will prepare a monthly progress report to be included with the monthly invoice.

E. *Adjacent Project Coordination*: the ENGINEER will coordinate with the engineers or consultants working on any public works projects adjacent to the PROJECT.

2. PUBLIC INVOLVEMENT

A. *Stakeholder Meetings*: the ENGINEER will prepare for and attend up to 1 meeting with specific affected land owners and/or stakeholders. This would not include public meetings, BOCC workshops, etc. A preliminary list of stakeholders includes the residents potentially impacted by proposed ROW acquisition or traffic pattern changes. The actual list of stakeholders will be developed in conjunction with COUNTY staff.

B. *Neighborhood Meeting*: No neighborhood meetings are included in this scope of services.

C. *Miscellaneous Meetings*: The ENGINEER will prepare for and attend up to 1 formal meetings with the COUNTY and/or the COUNTY's Board of County Commissioners (BOCC) to present the recommendations at the conclusion of the project. BOCC Meeting to provide a presentation of the final recommendations within the PER for BOCC consideration and approval of the preferred alternative to move into the design phase of the project.

3. ENVIRONMENTAL AND CULTURAL ANALYSIS AND REPORTING

A. Analysis and Reports

ENGINEER will conduct a records search to ascertain flags indicating fatal flaws in the proposed alignment and/or DRAs. This tasks covers environmental, public records of contamination sites from DEP and cultural.

Should Marion County want to escalate the level of analysis and reporting, GDC will retain duly accredited sub-consultant under a change order to this scope of services.

4. ENGINEERING ANALYSIS AND REPORTING

A. Design Traffic Analysis

The ENGINEER will research existing traffic data for the area impacted by the Project and utilize said data in the preparation of the designs and report. Because the purpose for the project is to provide an additional connector and not a traffic capacity improvement, detailed studies for forecasting are not part of this scope of services.

B. Access Management

The ENGINEER will prepare an access management plan that will address driveway locations throughout the corridor.

C. Drainage Analysis

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The ENGINEER will perform preliminary drainage design in order to determine potential outfall locations and preliminary sizes (volume and area) of required detention and/or retention facilities for storm water treatment and attenuation. The location and size of potential detention/retention areas will be determined for all viable alternatives. Up to two pond alternatives per sub-basin will be identified using available topographic maps, property maps and visual examination of candidate sites.

The drainage analysis will include evaluation of existing pond locations to determine whether they have remaining capacity to accommodate any additional impervious area from the proposed improvements. Existing information on the ponds will be obtained from the COUNTY. Two soil borings will be taken at each existing pond location to support the analysis.

At the time of entering into this agreement, the exact number of potential DRA sites can't be known. The ENGINEER assumes that there will be up to 8 DRA sites which will be listed as potential DRAs servicing this corridor. The number of potential DRA sites impacts the amount of work related to Environmental, Cultural, Geotechnical and preliminary design. More DRA locations will result in additional fees not covered under this agreement.

The ENGINEER will prepare for and attend one meeting in person or via video conference with the St. John's River Water Management District to discuss the project.

The ENGINEER will prepare a Pond Siting Report for the project in accordance with WMD and COUNTY regulations as applicable. The Pond Siting Report will be included as an Appendix of the PER.

D. Geotechnical Evaluation

ENGINEER, will perform a visual inspection of the proposed DRAs, will collect available and published data regarding the soil characteristics of the proposed DRA sites to be used in the conceptual sizing of said DRAs for the purpose of identifying potential fatal flaws or to establish conceptual level estimates of probable cost.

E. Utility Coordination

The ENGINEER will coordinate with affected utility companies during development of the recommended build alternative in order to identify and minimize utility conflicts. The ENGINEER will provide the concept plans for the recommended build alternative to all utility companies within the corridor for markups of their existing utilities, planned utilities, and potential impacts. The COUNTY or individual utility companies will designate the existing utilities within the project limits. Based on the coordination with the utility companies along the project, the ENGINEER will prepare a summary of all utility impacts to existing and proposed utilities within the PER. Impacts to utilities will be evaluated in the concept plan development.

5. CONCEPT PLANS

A. Right-of Way Records Research and Field Verification

1. The ENGINEER will obtain information from the COUNTY Office of the County Engineer (OCE), COUNTY Property Appraiser's Office and the COUNTY Clerk of Courts to acquire record evidence of parcel ownership and COUNTY right-of-way within the project area.
2. At the discretion of the ENGINEER, limited field verification will be conducted to validate found research data at representative locations for improvements, property limits and existing ground elevations.
3. Segments of the corridor lacking record sets of plats or other right-of-way and property boundary information, will be surveyed to establish a property line base map of higher-reliability of property and right-of-way location.
4. No field survey is included as part of this scope of services.

B. Existing Roadway Characteristics

The corridor study area will be reviewed in the field to evaluate the constraints and opportunities within the corridor. Issues to be reviewed include the following:

1. Alignment and grades of existing roadways;
2. Access points along the corridors;

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3. Proximity of structures, treatment plants, and other features.

C. Typical Section Analysis

The ENGINEER will develop up to 2 appropriate typical section alternatives for the project which may address long segments of the roadway as well as localized characteristics. The typical sections will include COUNTY and FDOT standard typical sections, and any typical sections that may result in minimizing right-of-way, and incorporating context sensitive solutions.

The ENGINEER will document design criteria to be used for developing conceptual plans. The Design Standards will be identified in accordance with current COUNTY and FDOT (as appropriate) design procedures, policies and standards. The COUNTY will approve the design criteria and typical sections prior to developing a cost estimate for alternative alignments.

D. Access Management

The ENGINEER will determine the access management standard to be applied to the project per applicable COUNTY and State standards. If needed at the discretion of the ENGINEER, the proposed access management plan will be presented as part of the public involvement process. The proposed access management plan will include recommendations for access management, if applicable, along the study/design corridor at pertinent locations. Property access and driveway locations are part of the access management task.

E. Alternatives Analysis

The ENGINEER will develop and evaluate alternative alignments for the proposed build typical section. The alternatives will include no less than two different alignment alternatives.

F. Conceptual Layout Alternatives

The ENGINEER will develop a Computer Aided Design and Drafting (CADD) base map that includes existing characteristics as obtained from readily available information. The base map information shall be compatible for use on aerial photography used for public hearing presentations, corridor maps, and concept plans.

The ENGINEER will prepare alternative concept layouts for the viable alternatives to be utilized in the public involvement meetings and alternatives analysis. Up to two alternatives are assumed.

The deliverable for this work will be a Conceptual Alignment Map. All alignments will be shown on one map, which may consist of multiple plates to effectively cover the corridor study area.

G. Recommended Alternative Concept Plans

The ENGINEER will prepare 11"X17" signed and sealed concept plans for the recommended alternative. The concept plans will depict horizontal geometry for the recommended alternative to approximately the 30% design level.

H. Opinion of Probable Cost

The ENGINEER will prepare preliminary opinions of probable cost including right-of-way acquisition and construction costs for each design alternative. Estimation of damages will be conducted in cooperation between ENGINEER and the Marion County Right of Way Agent.

6. PRELIMINARY ENGINEERING REPORT

A PER will be prepared that will summarize the information developed in this phase of the project. This report will document the effort undertaken leading up to the selection of the preferred alignment and the development of the Conceptual Improvement Plans. The PER will be prepared in 11"X17" format and will include:

1. Summary of all engineering and environmental tasks
2. Summary of public involvement activities
3. Summary of the advantages and disadvantages of each alternative
4. Summary of the estimated costs for each alternative

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5. Conceptual plans for the Recommended Alternative
6. Review comments will be saved to be presented if requested

A Draft PER will be prepared for review by the COUNTY. Comments on the Draft PER will be incorporated into a final signed and sealed PER.

PART III – SCHEDULE

The ENGINEER will undertake this work upon receipt of purchase order from Marion County. Work will be completed within 8 months from purchase order receipt.

1. PRELIMINARY ENGINEERING REPORT

A detailed schedule in Microsoft Office and PDF format will be provided to the COUNTY by ENGINEER at the Kickoff Meeting.

PART IV – MISCELLANEOUS

1. GOVERNING REGULATIONS

The services performed by the ENGINEER will be in compliance with applicable COUNTY and FDOT standards and guidelines. The current edition, including updates, of the following references and guidelines will be used in the performance of this work.

A. Florida Statutes
B. Florida Administrative code
C. Marion County Land Development Code
D. Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (FDOT Greenbook)
E. FDOT Roadway Traffic and Design Standards
F. FDOT Drainage Manual
G. AASHTO's "A Policy on Geometric Design of Highways and Streets"
H. Florida Manual on Uniform Traffic Studies (MUTS)
I. Manual on Uniform Traffic Control Devices (MUTCD)
J. Highway Capacity Manual
K. AASHTO Guide for Bicycle Facilities Design
L. FDOT Quality /Level of Service Handbook
M. FDOT Basis of Estimates

2. PROGRESS REPORTING

The ENGINEER will provide periodic e-mails and monthly written progress reports that describe the work performed on each task. Progress reports will be delivered to the COUNTY concurrently with the monthly invoice.

3. QUALITY CONTROL

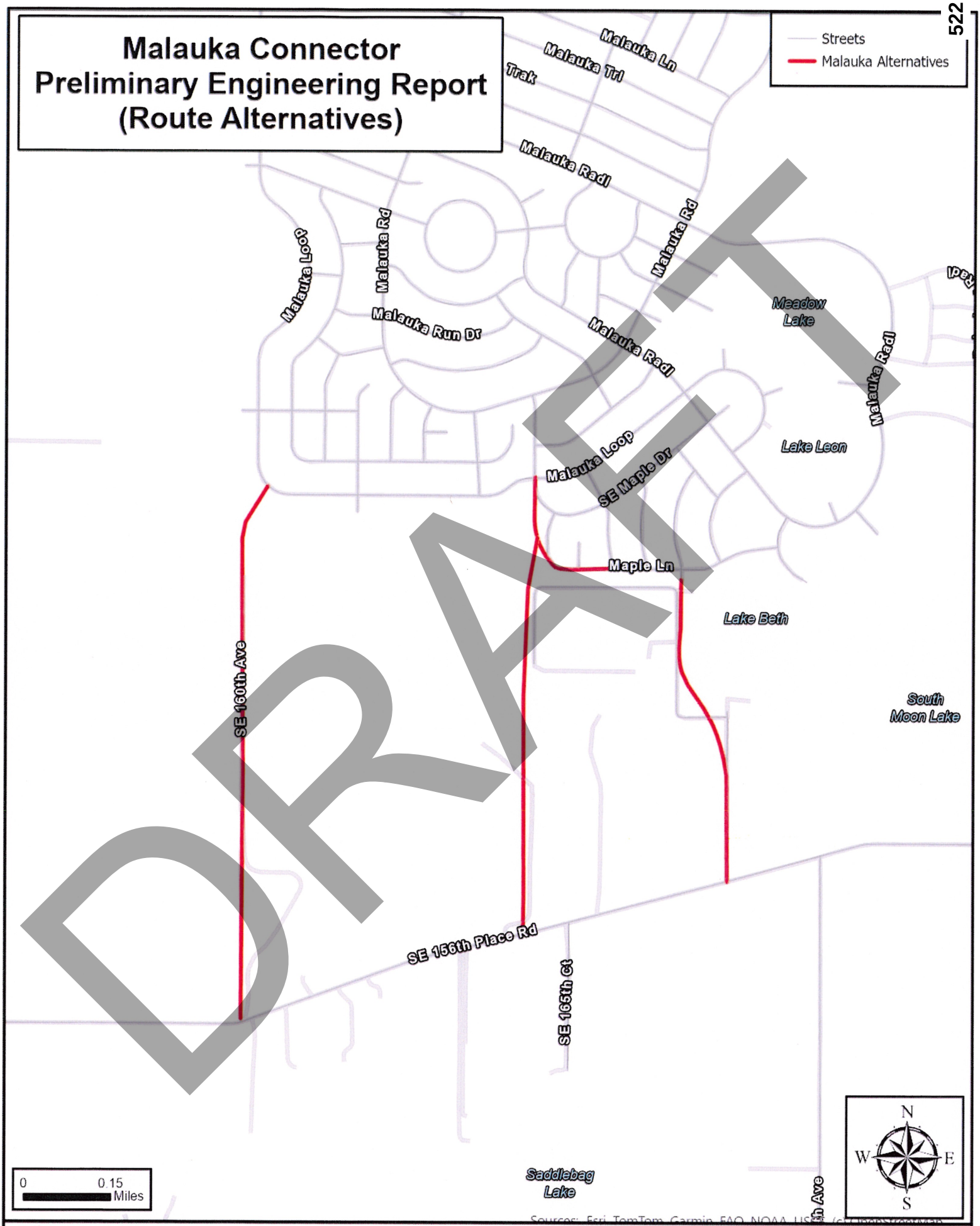
The ENGINEER will be responsible for the professional quality, technical accuracy and coordination of surveys, designs, drawings, specifications and other services furnished by the ENGINEER under this CONTRACT.

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JN 25-12 MALAUKA CONNECTOR PER REVISED JULY 2, 2025	GUERRA DEVELOPMENT CORPORATION HOURLY BREAKDOWN BY TASK							
	PRINCIPAL	PROJECT MANAGER	PROJECT ENGINEER	CADD DESIGNER	CADD TECHNICIAN	CLERICAL	SUB	TOTALS
HOURLY RATE ---------->	$ 245.00	$ 210.00	$ 170.00	$ 110.00	$ 90.00	$ 60.00	$ 1.00	
TASK DESCRIPTION								
TASK 1 - GENERAL PROJECT ADMINISTRATION	4	8		6		16		34
	980	1,680	0	660	0	960	0	$ 4,280
TASK 2 - PUBLIC INVOLVEMENT	4	16		4		8		32
	980	3,360	0	440	0	480	0	$ 5,260
TASK 3 - ENVIRONMENTAL AND CULTURAL	2	6	4	6		6		24
	490	1,260	680	660	0	360	0	$ 3,450
TASK 4 - ENGINEERING ANALYSIS & REPORTING								0
DESIGN TRAFFIC	1	6	2	4		2		15
	245	1,260	340	440	0	120	0	$ 2,405
ACCESS MANAGEMENT	4	8	8	8		4		32
	980	1,680	1,360	880	0	240	0	$ 5,140
DRAINAGE ANALYSIS	2	32	40	40	32	4		150
	490	6,720	6,800	4,400	2,880	240	0	$ 21,530
GEOTECHNICAL	2	4	6	8	4	2		26
	490	840	1,020	880	360	120	0	$ 3,710
UTILITY COORDINATION	1	4	4			6		15
	245	840	680	0	0	360	0	$ 2,125
TASK 5 - CONCEPT PLANS								0
ROW RECORDS RESEARCH	1	4	16	16		6		43
	245	840	2,720	1,760	0	360	0	$ 5,925
EXISTING ROADWAY CHARACTERISTICS	2	6	4	24	16	2		54
	490	1,260	680	2,640	1,440	120	0	$ 6,630
TYPICAL SECTION ANALYSIS	2	6	8	2		2		20
	490	1,260	1,360	220	0	120	0	$ 3,450
ACCESS MANAGEMENT	4	12	8	8	16	2		50
	980	2,520	1,360	880	1,440	120	0	$ 7,300
ALTERNATIVES ANALYSIS	8	24	24	24	16	2		98
	1,960	5,040	4,080	2,640	1,440	120	0	$ 15,280
CONCEPTUAL LAYOUT OF ALTERNATIVES	4	16	8	40	32	2		102
	980	3,360	1,360	4,400	2,880	120	0	$ 13,100
RECOMMENDED ALTERNATIVE CONCEPT PLANS	2	12	8	40	40	4		106
	490	2,520	1,360	4,400	3,600	240	0	$ 12,610
OPINION OF PROBABLE COST	1	4	8	32		2		47
	245	840	1,360	3,520	0	120	0	$ 6,085
TASK 6 - PRELIMINARY ENGINEERING REPORT	8	44	24	40		16		132
	1,960	9,240	4,080	4,400	0	960	0	$ 20,640
FEES								
PERSONNEL HOURS	52	212	172	302	156	86	0	980
AMOUNT	$ 12,740	$ 44,520	$ 29,240	$ 33,220	$ 14,040	$ 5,160	$ 0	$ 138,920

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Malauka Connector Preliminary Engineering Report (Route Alternatives)



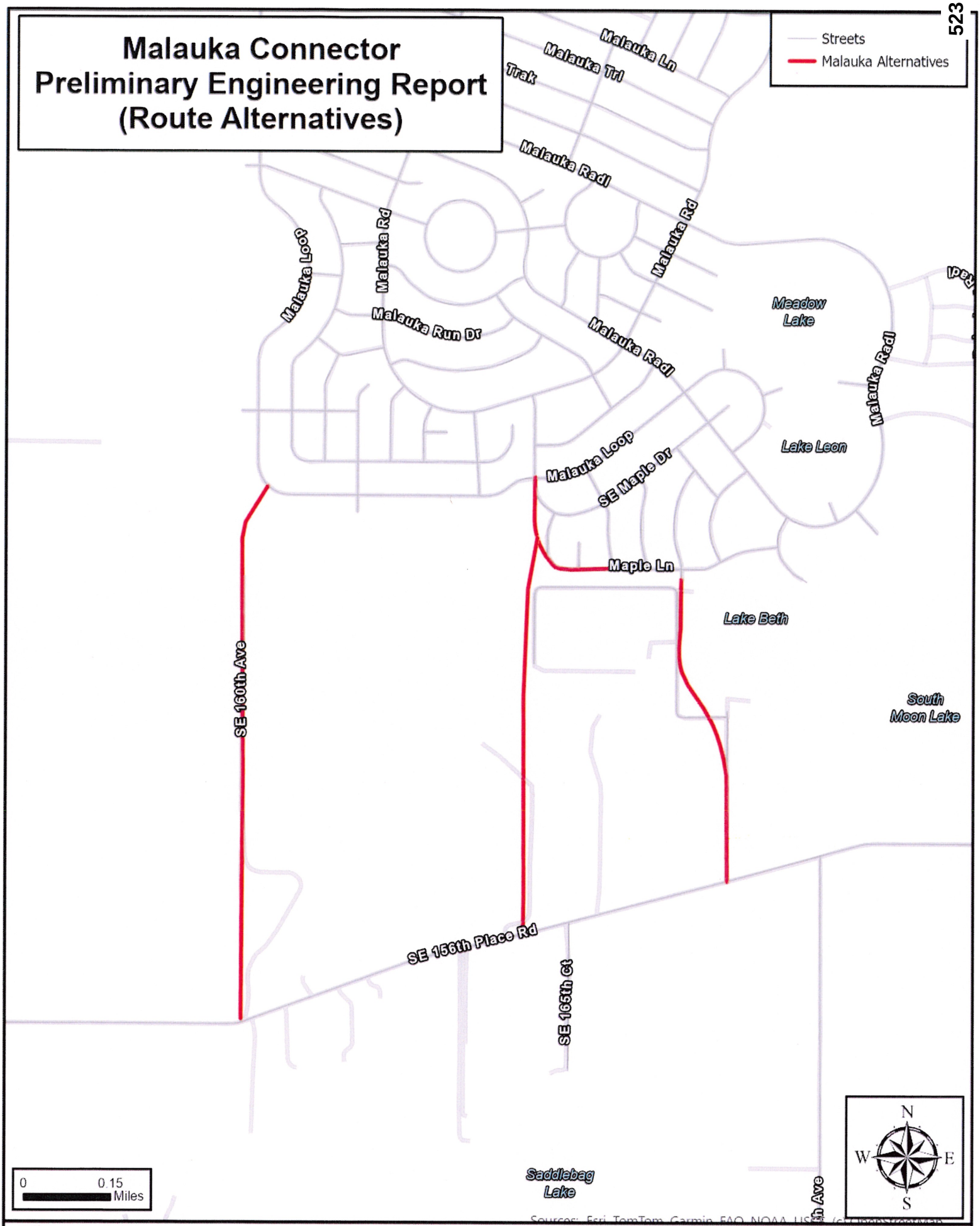
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Marion County Office of the County Engineer
Asset Management Section
412 SE 25th Avenue
Ocala, FL 34471

LB:7/10/2025

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Malauka Connector Preliminary Engineering Report (Route Alternatives)



Marion County Office of the County Engineer
Asset Management Section
412 SE 25th Avenue
Ocala, FL 34471

LB:7/10/2025

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Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19364 **Agenda Date:** 8/5/2025 **Agenda No.:** 7.4.9.

SUBJECT:
Request Approval of Task Order: 23Q-173-CA-04 Pre-Qualified AXIS Security Video Surveillance Systems, Solid Waste Security Video Surveillance System Replacement - DAB Consulting, Inc., Gainesville, FL (Budget Impact - Neutral; expenditure of $57,052)

INITIATOR:
Susan Olsen, Director

DEPARTMENT:
Procurement Services

DESCRIPTION/BACKGROUND:
At the October 3, 2023, meeting, the Board approved contracts with seven (7) qualified contractors to install and maintain the AXIS brand security video surveillance systems. The services under the contract will provide installation, maintenance, and/or repairs for security surveillance system network cameras and video recorders.

The proposed task order is to provide and install a turnkey solution to replace and upgrade the existing security surveillance system at the Solid Waste Management Baseline Landfill. The project includes installing approximately nineteen new Power-over-Ethernet (PoE) IP cameras - 18 outdoor-rated and one (1) indoor-rated - across three (3) locations. All new outdoor-rated CAT6A F/UTP Ethernet cabling will be installed, along with the necessary hardware and equipment. Exterior-facing cabling will be enclosed in solid or flex conduit with service loops to support future maintenance. Existing camera locations designated for reuse will require certification of current cabling; any damaged or non-compliant cabling will be replaced. If rack space at the scale house is insufficient, the contractor will provide a secure wall-mounted enclosure. The scope also includes removal of any abandoned Ethernet or power cabling, fuses, and cameras after the new system is verified operational and video retention is confirmed.

In addition, a live stream camera will be installed to provide real-time visibility of landfill entrance traffic. This publicly accessible camera feed will be integrated into the County's website or Solid Waste Division webpage, allowing residents and commercial haulers to monitor landfill line conditions online before arriving. This feature is intended to improve customer convenience, reduce congestion, and enhance operational transparency.

Procurement solicited bids from all seven (7) qualified contractors, receiving one (1) response. Marion County Information Technology Director, Tom Northey, recommends awarding the project to DAB Consulting, Inc (DAB).

Attached are copies of DAB's proposals - one for the base turnkey solution and one for the live stream camera. These are provided for review and will be included in the project file as backup documentation for the purchase order.

BUDGET/IMPACT:
Neutral; project cost is $57,052. Funding is from lines:
ZA423534-552108 - $16,982 (Solid Waste Disposal Fund)
ZA425534-552108 - $16,983 (Solid Waste Disposal Fund)
ZA427534-552108 - $16,983 (Solid Waste Disposal Fund)
ZA423534-564101 - $6,104 (Solid Waste Disposal Fund)

RECOMMENDED ACTION:
Motion to approve recommendation and authorize staff to release the purchase order to DAB Consulting, Inc. under 23Q-173.

Marion County Information Technology Security Surveillance System Quote Request: Solid Waste Management Baseline Landfill

Bonfire website would not allow me to submit both a requested and recommended quote and this document includes both options. We acknowledge receipt of Addendum 1.

Pricing

Requested Form per Simple Bid Table BT-89DU

Hardware	32,198.00
Cabling	2,150.20
Labor	14,810.00
Total	49,158.20

Recommended Hardware per enclosed Bill of Materials

Hardware	39,163.00
Cabling	975.00
Labor	10,810.00
Total	50,948.00

David Blumberg

Digitally signed by David Blumberg
Date: 2025.05.07 02:49:23 -04'00'

David Blumberg
President, DAB Consulting
5/6/2025

FOR REVIEW

Scope Component	Part Description	Part #	Qty Needed	Unit Cost	Extended Cost	Labor Charge	
Admin Gate Entrance							
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Axis Q3819-PVE 180 Degree Camera	01819-001	1	$ 1,790.00	$ 1,790.00	$	-
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Axis TQ3601-E Conduit Back Box	02913-001	1	$ 150.00	$ 150.00		
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Axis T8134 60W Midspan	5900-334	1	$ 125.00	$ 125.00		
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Sandisk 256GB Max Endurance SD Card	SD260MAXE	1	$ 40.00	$ 40.00		
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Ditek Single Channel POE Injector	DTK-MRJPOE	1	$ 64.00	$ 64.00		
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Commscope Systimax CAT6A F/UTP Outdoor Cable	760178129	150	$ 1.30	$ 195.00	$	-
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Materials for Camera Install	MATERIALS	1	$ 60.00	$ 60.00		
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Labor to Install Cameras	LABOR	1		$ -	$	300.00
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Labor to install new wiring including installation of conduit	LABOR	1	$ -	$ -	$	260.00
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Labor for setting grounding in network closet	LABOR	1		$ -	$	50.00
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Labor for camera and cable removal	LABOR	0		$ -	$	-
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Notes - Materials include aluminum flexible conduit, fittings, junction boxes, and required grounding materials, installation of cabling includes certification						
					$ 2,424.00		610.00
CCC West Dumpsters							
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Axis P3738 360 Panoramic Camera	02635-001	1	$ 1,580.00	$ 1,580.00	$	-
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Axis T91D62 Telescopic Parapet Mount	5507-271	1	$ 330.00	$ 330.00		
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Axis T94N01D Pendant Kit	01513-001	1	$ 83.00	$ 83.00		
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Axis T8134 60W Midspan	5900-334	1	$ 125.00	$ 125.00		
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Sandisk 256GB Max Endurance SD Card	SD260MAXE	1	$ 40.00	$ 40.00		
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Ditek Single Channel POE Injector	DTK-MRJPOE	1	$ 64.00	$ 64.00		
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Commscope Systimax CAT6A F/UTP Outdoor Cable	760178129	30	$ 1.30	$ 39.00	$	-
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Materials for Camera Install	MATERIALS	1	$ 80.00	$ 80.00		
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Labor to Install Cameras	LABOR	1		$ -	$	240.00
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Labor to install new wiring including installation of conduit	LABOR	1	$ -	$ -	$	200.00
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Labor for setting grounding in network closet	LABOR	1		$ -	$	50.00
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Labor for camera and cable removal	LABOR	0		$ -	$	-
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Notes - Materials include aluminum flexible conduit, fittings, junction boxes, and required grounding materials, installation of cabling includes certification						
					$ 2,341.00		490.00
CCC East Recycling							
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Axis P3738 360 Panoramic Camera	02635-001	1	$ 1,580.00	$ 1,580.00	$	-
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Axis T91D62 Telescopic Parapet Mount	5507-271	1	$ 330.00	$ 330.00		
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Axis T94N01D Pendant Kit	01513-001	1	$ 83.00	$ 83.00		
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Axis T8134 60W Midspan	5900-334	1	$ 125.00	$ 125.00		
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Sandisk 256GB Max Endurance SD Card	SD260MAXE	1	$ 40.00	$ 40.00		
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Ditek Single Channel POE Injector	DTK-MRJPOE	1	$ 64.00	$ 64.00		
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Commscope Systimax CAT6A F/UTP Outdoor Cable	760178129	30	$ 1.30	$ 39.00	$	-
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Materials for Camera Install	MATERIALS	1	$ 80.00	$ 80.00		
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->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Labor for setting grounding in network closet	LABOR	1		$ -	$	50.00
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Labor for camera and cable removal	LABOR	0		$ -	$	-
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Notes - Materials include aluminum flexible conduit, fittings, junction boxes, and required grounding materials, installation of cabling includes certification						
					$ 2,341.00		490.00

FOR REVIEW

Scope Component	Part Description	Part #	Qty Needed	Unit Cost	Extended Cost	Labor Charge	
Scale House North Inbound 180							
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Axis P4708-PLVE 180 Degree Camrea	02944-001	1	$ 1,080.00	$ 1,080.00	$	-
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Axis T91H61 Wall Mount	5507-641	1	$ 168.00	$ 168.00		
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Axis T94N02D Pendant Kit	02076-001	1	$ 62.00	$ 62.00		
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Axis T8134 60W Midspan	5900-334	1	$ 125.00	$ 125.00		
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Sandisk 256GB Max Endurance SD Card	SD260MAXE	1	$ 40.00	$ 40.00		
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Ditek Eight Channel Wall Mount Surge Protector	DTK-WM8NETS	1	$ 270.00	$ 270.00		
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Commscope Systimax CAT6A F/UTP Outdoor Cable	760178129	80	$ 1.30	$ 104.00	$	-
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Materials for Camera Install	MATERIALS	1	$ 50.00	$ 50.00		
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Labor to Install Cameras	LABOR	1		$ -	$	300.00
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Labor to install new wiring including installation of conduit	LABOR	1	$ -	$ -	$	260.00
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Labor for setting grounding in network closet	LABOR	1		$ -	$	140.00
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Labor for camera and cable removal	LABOR	0		$ -	$	-
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Notes - Materials include aluminum flexible conduit, fittings, junction boxes, and required grounding materials, installation of cabling includes certification						
					$ 1,899.00		700.00
Scale House South Inbound 180							
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Axis P4708-PLVE 180 Degree Camrea	02944-001	1	$ 1,080.00	$ 1,080.00	$	-
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Axis T91H61 Wall Mount	5507-641	1	$ 168.00	$ 168.00		
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Axis T94N02D Pendant Kit	02076-001	1	$ 62.00	$ 62.00		
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Axis T8134 60W Midspan	5900-334	1	$ 125.00	$ 125.00		
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Sandisk 256GB Max Endurance SD Card	SD260MAXE	1	$ 40.00	$ 40.00		
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Commscope Systimax CAT6A F/UTP Outdoor Cable	760178129	80	$ 1.30	$ 104.00	$	-
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Materials for Camera Install	MATERIALS	1	$ 50.00	$ 50.00		
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Labor to Install Cameras	LABOR	1		$ -	$	300.00
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Labor to install new wiring including installation of conduit	LABOR	1	$ -	$ -	$	260.00
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Labor for setting grounding in network closet	LABOR	0		$ -	$	-
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Labor for camera and cable removal	LABOR	0		$ -	$	-
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Notes - Materials include aluminum flexible conduit, fittings, junction boxes, and required grounding materials, installation of cabling includes certification						
					$ 1,629.00		560.00
Scale House North Exterior Customer Window							
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Axis P3265-LVE Dome Camera	02328-001	1	$ 640.00	$ 640.00	$	-
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Sandisk 256GB Max Endurance SD Card	SD260MAXE	1	$ 40.00	$ 40.00		
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Materials for Camera Install	MATERIALS	1	$ 20.00	$ 20.00		
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Labor to Install Cameras	LABOR	1		$ -	$	140.00
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Recertification of Existing Cable	LABOR	1	$ -	$ -	$	60.00
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Labor for setting grounding in network closet	LABOR	0		$ -	$	-
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Labor for camera and cable removal	LABOR	0		$ -	$	-
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Notes - Materials include aluminum flexible conduit, fittings, junction boxes, and required grounding materials, installation of cabling includes certification						
					$ 700.00		200.00

FOR REVIEW

Scope Component	Part Description	Part #	Qty Needed	Unit Cost	Extended Cost	Labor Charge
Scale House South Exterior Customer Window						
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Axis P3265-LVE Dome Camera	02328-001	1	$ 640.00	$ 640.00	$ -
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Sandisk 256GB Max Endurance SD Card	SD260MAXE	1	$ 40.00	$ 40.00	
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Materials for Camera Install	MATERIALS	1	$ 20.00	$ 20.00	
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Labor to Install Cameras	LABOR	1		$ -	$ 140.00
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Recertification of Existing Cable	LABOR	1	$ -	$ -	$ 60.00
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Labor for setting grounding in network closet	LABOR	0		$ -	$ -
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Labor for camera and cable removal	LABOR	0		$ -	$ -
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Notes - Materials include aluminum flexible conduit, fittings, junction boxes, and required grounding materials, installation of cabling includes certification					
					$ 700.00	200.00
Scale House Inbound LPR						
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Axis P3265-LVE-3 LPR Dome Camera	02812-001	1	$ 1,070.00	$ 1,070.00	$ -
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Sandisk 256GB Max Endurance SD Card	SD260MAXE	1	$ 40.00	$ 40.00	
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Materials for Camera Install	MATERIALS	1	$ 20.00	$ 20.00	
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Labor to Install Cameras	LABOR	1		$ -	$ 140.00
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Recertification of Existing Cable	LABOR	1	$ -	$ -	$ 60.00
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Labor for setting grounding in network closet	LABOR	0		$ -	$ -
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Labor for camera and cable removal	LABOR	0		$ -	$ -
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Notes - Materials include aluminum flexible conduit, fittings, junction boxes, and required grounding materials, installation of cabling includes certification					
					$ 1,130.00	200.00
Scale House Outbound LPR						
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Axis P3265-LVE-3 LPR Dome Camera	02812-001	1	$ 1,070.00	$ 1,070.00	$ -
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Sandisk 256GB Max Endurance SD Card	SD260MAXE	1	$ 40.00	$ 40.00	
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Materials for Camera Install	MATERIALS	1	$ 20.00	$ 20.00	
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Labor to Install Cameras	LABOR	1		$ -	$ 140.00
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Recertification of Existing Cable	LABOR	1	$ -	$ -	$ 60.00
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Labor for setting grounding in network closet	LABOR	0		$ -	$ -
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Labor for camera and cable removal	LABOR	0		$ -	$ -
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Notes - Materials include aluminum flexible conduit, fittings, junction boxes, and required grounding materials, installation of cabling includes certification					
					$ 1,130.00	200.00
Scale House Interior In and Out						
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Axis P4707-PLVE 180 Degree Camrea	02416-001	1	$ 920.00	$ 920.00	$ -
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Axis T8134 60W Midspan	5900-334	1	$ 125.00	$ 125.00	
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Materials for Camera Install	MATERIALS	1	$ 20.00	$ 20.00	
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Labor to Install Cameras	LABOR	1		$ -	$ 140.00
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Recertification of Existing Cable	LABOR	1	$ -	$ -	$ 60.00
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Labor for setting grounding in network closet	LABOR	0		$ -	$ -
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Labor for camera and cable removal	LABOR	0		$ -	$ -
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Notes - Materials include aluminum flexible conduit, fittings, junction boxes, and required grounding materials, installation of cabling includes certification					
					$ 1,065.00	200.00

FOR REVIEW

Scope Component	Part Description	Part #	Qty Needed	Unit Cost	Extended Cost	Labor Charge	
Scale House Capture South Exit Lane							
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Axis Q1808-LE Bullet Camera	02507-001	1	$ 1,700.00	$ 1,700.00	$	-
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Axis TQ3601-E Conduit Back Box	02913-001	1	$ 150.00	$ 150.00		
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Axis T8134 60W Midspan	5900-334	1	$ 125.00	$ 125.00		
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Sandisk 256GB Max Endurance SD Card	SD260MAXE	1	$ 40.00	$ 40.00		
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Commscope Systimax CAT6A F/UTP Outdoor Cable	760178129	120	$ 1.30	$ 156.00	$	-
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Materials for Camera Install	MATERIALS	1	$ 200.00	$ 200.00		
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Labor to Install Cameras	LABOR	1		$ -	$	280.00
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Labor to install new wiring including installation of conduit	LABOR	1	$ -	$ -	$	340.00
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Labor for setting grounding in network closet	LABOR	0		$ -	$	-
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Labor for camera and cable removal	LABOR	0		$ -	$	-
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Notes - Materials include aluminum flexible conduit, fittings, junction boxes, and required grounding materials, installation of cabling includes certification						
					$ 2,371.00		620.00
Recycling Gas Pumps West							
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Axis P3738 360 Panoramic Camera	02635-001	1	$ 1,580.00	$ 1,580.00	$	-
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Axis T91H61 Wall Mount	5507-641	1	$ 168.00	$ 168.00		
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Axis T94N01D Pendant Kit	01513-001	1	$ 83.00	$ 83.00		
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Axis T91A64 Corner Bracket	5017-641	1	$ 78.00	$ 78.00		
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Axis T8134 60W Midspan	5900-334	1	$ 125.00	$ 125.00		
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Sandisk 256GB Max Endurance SD Card	SD260MAXE	1	$ 40.00	$ 40.00		
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Ditek Single Channel POE Injector	DTK-MRJPOE	1	$ 64.00	$ 64.00		
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Materials for Camera Install	MATERIALS	1	$ 50.00	$ 50.00		
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Labor to Install Cameras	LABOR	1		$ -	$	350.00
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Recertification of Existing Cable	LABOR	1	$ -	$ -	$	60.00
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Labor for setting grounding in network closet	LABOR	1		$ -	$	50.00
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Labor for camera and cable removal	LABOR	0		$ -	$	-
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Notes - Materials include aluminum flexible conduit, fittings, junction boxes, and required grounding materials, installation of cabling includes certification						
					$ 2,188.00		460.00
Transfer Station Interior SE Corner							
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Axis P3738 360 Panoramic Camera	02635-001	1	$ 1,580.00	$ 1,580.00	$	-
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Axis T91H61 Wall Mount	5507-641	1	$ 168.00	$ 168.00		
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Axis T94N01D Pendant Kit	01513-001	1	$ 83.00	$ 83.00		
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Axis T8134 60W Midspan	5900-334	1	$ 125.00	$ 125.00		
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Sandisk 256GB Max Endurance SD Card	SD260MAXE	1	$ 40.00	$ 40.00		
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Ditek Eight Channel Wall Mount Surge Protector	DTK-WM8NETS	1	$ 270.00	$ 270.00		
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Materials for Camera Install	MATERIALS	1	$ 80.00	$ 80.00		
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Labor to Install Cameras	LABOR	1		$ -	$	350.00
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Recertification of Existing Cable	LABOR	1	$ -	$ -	$	60.00
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Labor for setting grounding in network closet	LABOR	1		$ -	$	140.00
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Labor for camera and cable removal	LABOR	0		$ -	$	-
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Notes - Materials include aluminum flexible conduit, fittings, junction boxes, and required grounding materials, installation of cabling includes certification						
					$ 2,346.00		550.00

FOR REVIEW

Scope Component	Part Description	Part #	Qty Needed	Unit Cost	Extended Cost	Labor Charge
Transfer Station Interior SW Corner						
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Axis P3738 360 Panoramic Camera	02635-001	1	$ 1,580.00	$ 1,580.00	$ -
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Axis T91H61 Wall Mount	5507-641	1	$ 168.00	$ 168.00	
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Axis T94N01D Pendant Kit	01513-001	1	$ 83.00	$ 83.00	
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Axis T8134 60W Midspan	5900-334	1	$ 125.00	$ 125.00	
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Sandisk 256GB Max Endurance SD Card	SD260MAXE	1	$ 40.00	$ 40.00	
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Materials for Camera Install	MATERIALS	1	$ 80.00	$ 80.00	
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Labor to Install Cameras	LABOR	1		$ -	$ 350.00
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Recertification of Existing Cable	LABOR	1	$ -	$ -	$ 60.00
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Labor for setting grounding in network closet	LABOR	0		$ -	$ -
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Labor for camera and cable removal	LABOR	0		$ -	$ -
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Notes - Materials include aluminum flexible conduit, fittings, junction boxes, and required grounding materials, installation of cabling includes certification					
					$ 2,076.00	410.00
Transfer Station Interior NE Corner						
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Axis P3738 360 Panoramic Camera	02635-001	1	$ 1,580.00	$ 1,580.00	$ -
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Axis T91H61 Wall Mount	5507-641	1	$ 168.00	$ 168.00	
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Axis T94N01D Pendant Kit	01513-001	1	$ 83.00	$ 83.00	
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Axis T8134 60W Midspan	5900-334	1	$ 125.00	$ 125.00	
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Sandisk 256GB Max Endurance SD Card	SD260MAXE	1	$ 40.00	$ 40.00	
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Materials for Camera Install	MATERIALS	1	$ 80.00	$ 80.00	
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Labor to Install Cameras	LABOR	1		$ -	$ 350.00
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Recertification of Existing Cable	LABOR	1	$ -	$ -	$ 60.00
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Labor for setting grounding in network closet	LABOR	0		$ -	$ -
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Labor for camera and cable removal	LABOR	0		$ -	$ -
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Notes - Materials include aluminum flexible conduit, fittings, junction boxes, and required grounding materials, installation of cabling includes certification					
					$ 2,076.00	410.00
Transfer Station Interior NW Corner						
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Axis P3738 360 Panoramic Camera	02635-001	1	$ 1,580.00	$ 1,580.00	$ -
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Axis T91H61 Wall Mount	5507-641	1	$ 168.00	$ 168.00	
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Axis T94N01D Pendant Kit	01513-001	1	$ 83.00	$ 83.00	
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Axis T8134 60W Midspan	5900-334	1	$ 125.00	$ 125.00	
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Sandisk 256GB Max Endurance SD Card	SD260MAXE	1	$ 40.00	$ 40.00	
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Materials for Camera Install	MATERIALS	1	$ 80.00	$ 80.00	
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Labor to Install Cameras	LABOR	1		$ -	$ 350.00
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Recertification of Existing Cable	LABOR	1	$ -	$ -	$ 60.00
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Labor for setting grounding in network closet	LABOR	0		$ -	$ -
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Labor for camera and cable removal	LABOR	0		$ -	$ -
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Notes - Materials include aluminum flexible conduit, fittings, junction boxes, and required grounding materials, installation of cabling includes certification					
					$ 2,076.00	410.00

FOR REVIEW

Scope Component	Part Description	Part #	Qty Needed	Unit Cost	Extended Cost	Labor Charge
Transfer Station South Overlook						
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Axis Q1808-LE Bullet Camera	02507-001	1	$ 1,700.00	$ 1,700.00	$ -
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Axis TQ3601-E Conduit Back Box	02913-001	1	$ 150.00	$ 150.00	
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Axis T8134 60W Midspan	5900-334	1	$ 125.00	$ 125.00	
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Sandisk 256GB Max Endurance SD Card	SD260MAXE	1	$ 40.00	$ 40.00	
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Commscope Systimax CAT6A F/UTP Outdoor Cable	760178129	120	$ 1.30	$ 156.00	$ -
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Materials for Camera Install	MATERIALS	1	$ 200.00	$ 200.00	
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Labor to Install Cameras	LABOR	1		$ -	$ 350.00
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Labor to install new wiring including installation of conduit	LABOR	1	$ -	$ -	$ 440.00
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Labor for setting grounding in network closet	LABOR	0		$ -	$ -
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Labor for camera and cable removal	LABOR	0		$ -	$ -
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Notes - Materials include aluminum flexible conduit, fittings, junction boxes, and required grounding materials, installation of cabling includes certification					
					$ 2,371.00	790.00
Transfer Station Bypass West						
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Axis P4708-PLVE 180 Degree Camrea	02944-001	1	$ 1,080.00	$ 1,080.00	$ -
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Axis T91H61 Wall Mount	5507-641	1	$ 168.00	$ 168.00	
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Axis T94N02D Pendant Kit	02076-001	1	$ 62.00	$ 62.00	
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Sandisk 256GB Max Endurance SD Card	SD260MAXE	1	$ 40.00	$ 40.00	
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Commscope Systimax CAT6A F/UTP Outdoor Cable	760178129	140	$ 1.30	$ 182.00	$ -
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Materials for Camera Install	MATERIALS	1	$ 200.00	$ 200.00	
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Labor to Install Cameras	LABOR	1		$ -	$ 350.00
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Labor to install new wiring including installation of conduit	LABOR	1	$ -	$ -	$ 440.00
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Labor for setting grounding in network closet	LABOR	0		$ -	$ -
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Labor for camera and cable removal	LABOR	0		$ -	$ -
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Notes - Materials include aluminum flexible conduit, fittings, junction boxes, and required grounding materials, installation of cabling includes certification					
					$ 1,732.00	790.00
Miscellanous						
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Axis TS2901 Appliance Stand	258340804	1	$ 34.00	$ 34.00	$ -
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Axis T8613 SFP Module	5507-401	1	$ 80.00	$ 80.00	$ -
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Axis S2224 NVR	02810-004	1	$ 4,400.00	$ 4,400.00	
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Axis S2224 NVR 6TB Drive	01859-001	2	$ 340.00	$ 680.00	
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Leviton 24-Port 1RU Patch Panel	49255-H25	1	$ 85.00	$ 85.00	
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Leviton CAT6A Shielded QuickPort Connector	6ASJK-RG6	12	$ 22.00	$ 264.00	
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	65' Boom Lift Rental for One-Week	BOOM65RENT1W	1	$ 2,000.00	$ 2,000.00	
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Removal of Old Cameras and Cabling	LABOR	1		$ -	$ 1,120.00
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Labor for NVR Install and Setup	LABOR	1		$ -	$ 1,400.00
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Notes - Recommended Configuration is RAID 10 which will provide 12TB of Video which would be 18 days of video					
->>>>>>>>>>>>>>>>>>>>>>>>>>>>	Notes - RAID 0 Configuration would provide 32 days of video but no fault tolerance					
					$ 7,543.00	2520.00

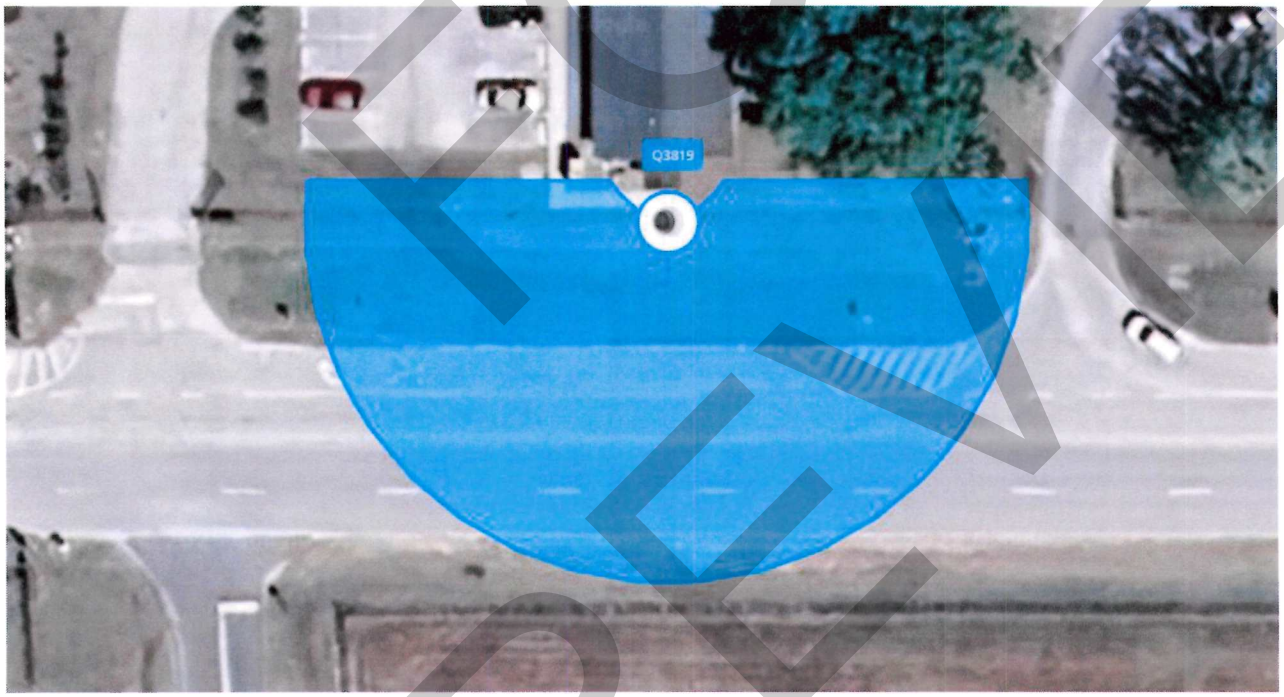
Total Hardware	$	39,163.00
Wiring (Material)	$	975.00
Labor	$	10,810.00
Total	**$**	**50,948.00**

FOR REVIEW

Marion County Solid Waste Facility Camera Project – Field of Views

Admin Gate Entrance

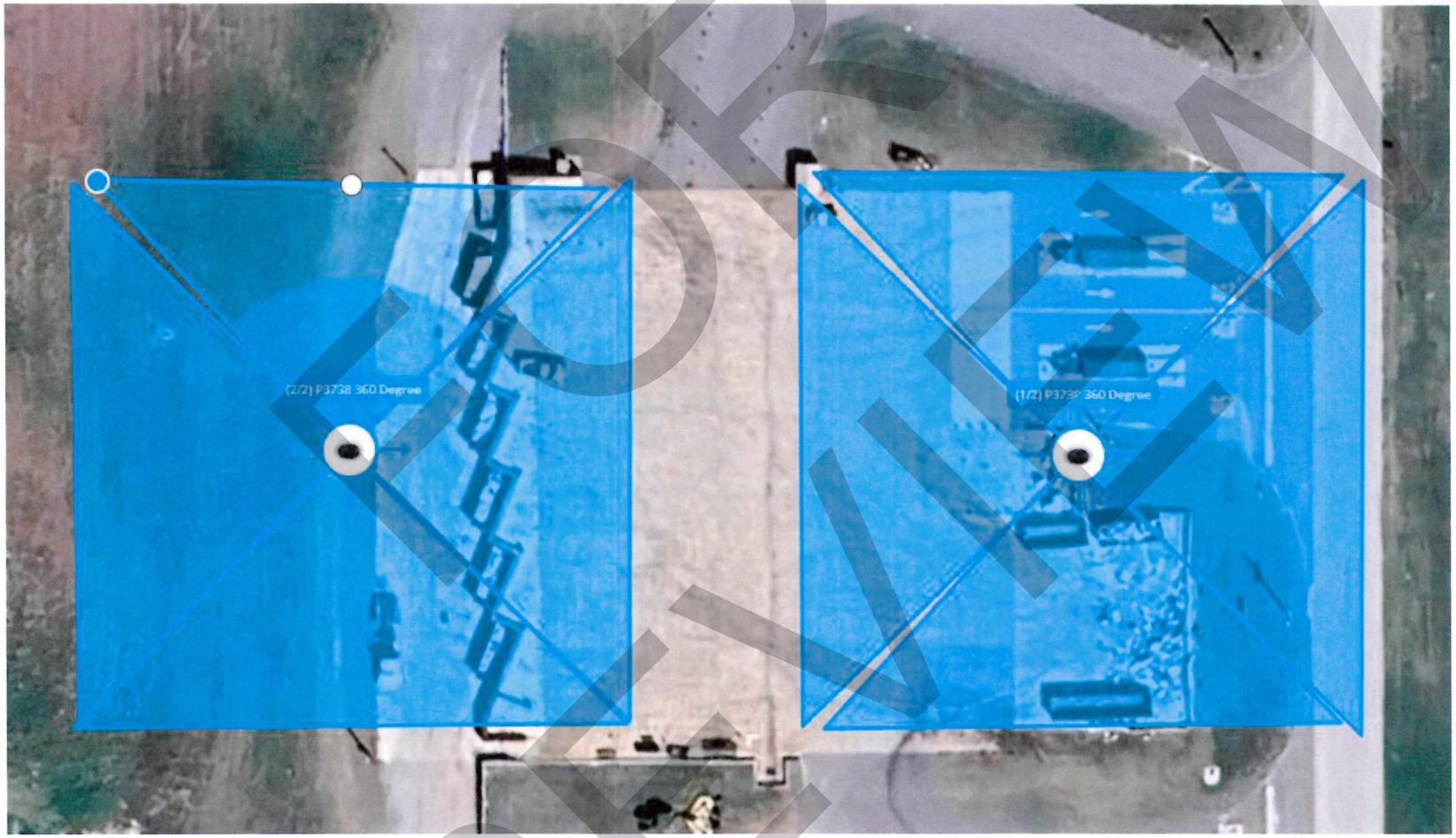
Model – Q3819



FOR REVIEW

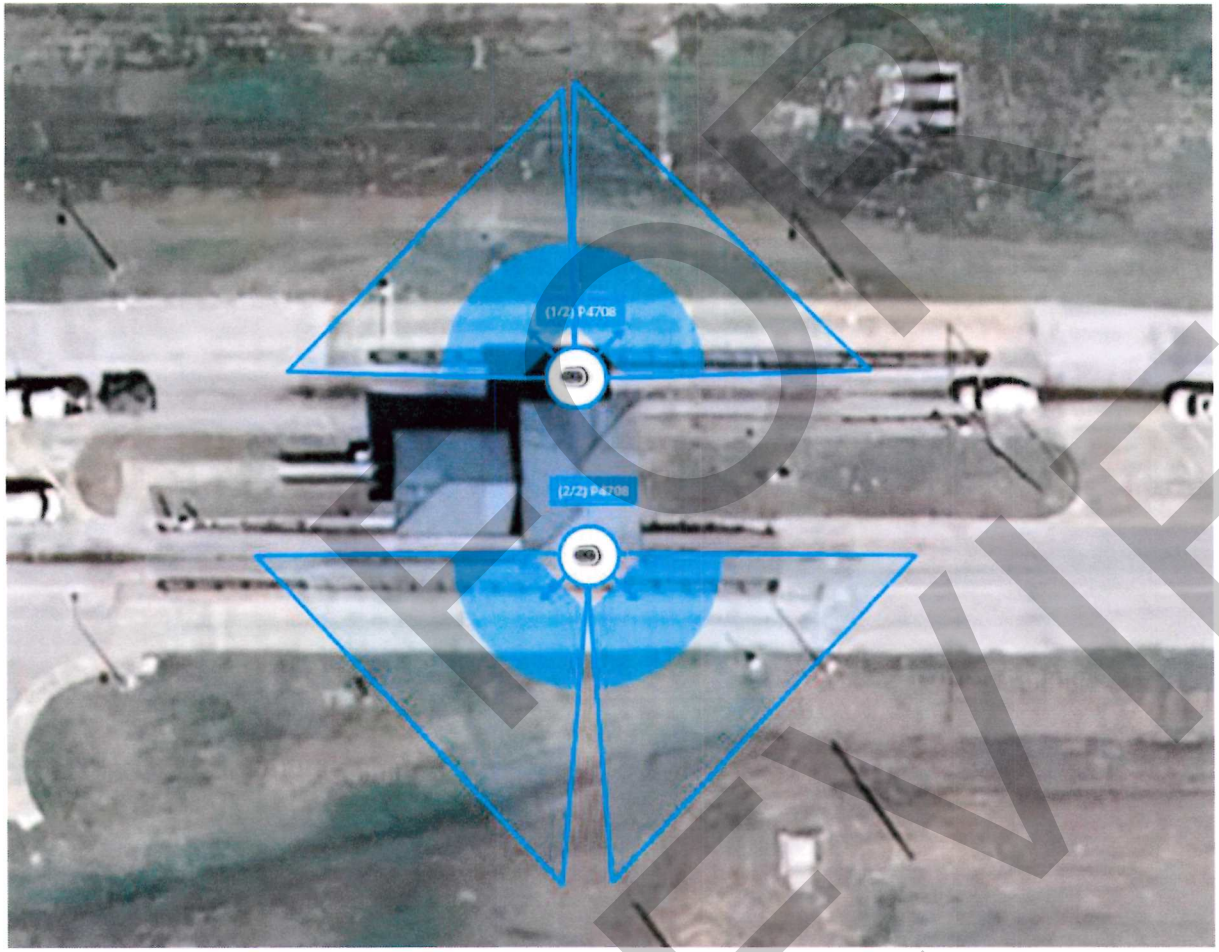
CCC West Dumpsters and CCC East Recycling

Model – P3738



FOR REVIEW

Scale House North Inbound 180 and South Outbound 180



PDF REVIEW

Scale House Exterior Windows, LPR's, Interior, South Exit Lane



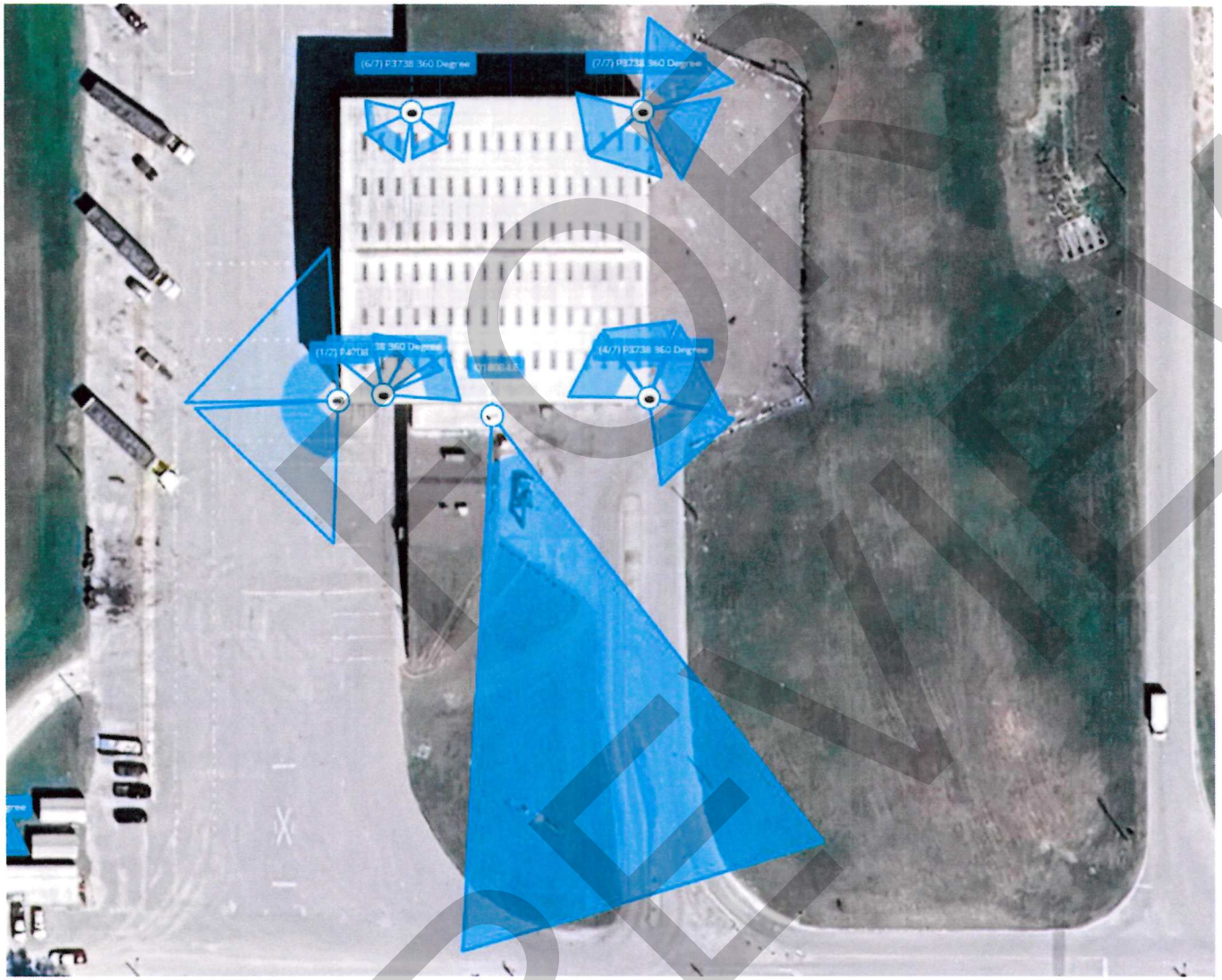
FOR REVIEW

Recycling Gas Pumps West



FOR REVIEW

Transfer Station



REVIEW

WO# 287159

DAB Consulting, Inc.
3977 NW 63rd St
Gainesville, FL 32606
+18006955370
sales@dabconsulting.com
www.dabconsulting.com

DAB Consulting
Worldwide Technology Consultants

Information Technology
JUL 10 2025
Received

ADDRESS
Marion County Florida
601 SE 25th Ave
Ocala, FL 34471 USA

SHIP TO
Marion County Florida
601 SE 25th Ave
Ocala, FL 34471 USA

ACTIVITY	QTY	UNIT PRICE	LINE TOTAL
AXI-PACKAGE Axis Package Live View Camera at Scale House Axis Q1809 150MM 41MP Camera Telescopic 6' Pole Mount 2" OD Axis T91B47 Pole Mount Axis TU8004 90W MidSpan Sandisk 256GB Max Endurance SD Card Ditek Single Channel POE Injector CAMStreamer Lifetime License for One Camera	1	5,148.00	5,148.00
NET-WIRING Network Wiring and Materials	1	246.00	246.00
Labor Labor for Installation and Setup of Live Stream Camera	1	710.00	710.00
			6,104.00
			0.00

Accepted By
Chris Yancy

Accepted Date
7/10/25

Make all checks payable to DAB Consulting

FOR REVIEW

AGREEMENT BETWEEN COUNTY AND CONTRACTOR

This Agreement Between County and Contractor, (this "Agreement") made and entered into by and between Marion County, a political subdivision of the State of Florida, located at 601 SE 25th Ave, Ocala, FL 34471 (hereinafter referred to as "COUNTY") and **DAB Consulting, Inc.**, located at 3977 NW 63rd St, Gainesville, FL 32606, possessing FEIN# 61-1653435 (hereinafter referred to as "CONTRACTOR") under seal for the AXIS Security Video Surveillance Systems, (hereinafter referred to as the "Project"), and COUNTY and CONTRACTOR hereby agreeing as follows:

WITNESSETH:

In consideration of the mutual covenants and promises contained herein, COUNTY and CONTRACTOR (singularly referred to as "Party," collectively "Parties") hereto agree as follows:

Section 1 – The Contract. The contract between COUNTY and CONTRACTOR, of which this Agreement is part, consists of the Contract Documents. This Agreement approved by the Board of County Commissioners on October 3, 2023 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 #23Q-173 - AXIS Security Video Surveillance Systems, the Offer, Project Bid Scope and/or Specifications, Plans and Drawings, any/all Addenda as issued in support of this Bid, Recorded Bonds as required, Certificate of Insurance, and Notice to Proceed.

Should any conflict arise between the Contract Documents and the Agreement, the terms of the Agreement shall govern.

Section 3 – Entire Agreement. The Contract Documents form the agreement between Parties for the Project and the CONTRACTOR acknowledges receipt of a copy of each and every Contract Document. The Contract Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only in writing. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than COUNTY and CONTRACTOR.

Section 4 – Term. This Agreement shall commence upon Board approval and shall be valid for a term of three (3) years, through October 31, 2026; there are two (2) one-year renewal options available.

Section 5 – Scope of Services. As per specifications and requirements of project 23Q-173, CONTRACTOR shall perform AXIS security video surveillance system maintenance, repairs, and related work to complete the scope of services advertised under each Task Order (the "Work"); those exceeding the Board's threshold will be separately reviewed by the Board for approval. No project under this Agreement shall require bid, payment, or performance bonds unless specifically noticed in the Task Order. Task Orders will commence only upon the start date listed in the written Notice to Proceed. Emergency work may be assigned at Information Technology's discretion per the scope of the RFQ, and shall be based upon the CONTRACTOR's expertise, or competitive proposal submittal. CONTRACTOR is required to respond to each advertisement when requested, whether by submitted offer or a written response of "no bid". If CONTRACTOR fails to respond to more than three (3) consecutive requests, CONTRACTOR shall be removed from the program, and all subsequent bidding opportunities under this Agreement. CONTRACTOR shall complete Work for individual Task Orders under 23Q-173 AXIS Security Video Surveillance Systems, per the Scope of Work - Exhibit A hereto, Video Surveillance Standards Guidelines - Exhibit B hereto, and Infrastructure Cabling and Wiring Standards Guidelines - Exhibit C hereto.

Section 6 - Compensation. COUNTY shall make payment to CONTRACTOR under COUNTY's established procedure and upon completion of the work described under each Task Order, unless otherwise specified in the Task Order's terms and conditions. COUNTY may assess Liquidated Damages (LD's) for projects that are not completed in accordance with the timeline/schedule proposed in the Task order and/or Purchase Order and/or Notice to Proceed. When LD's are not specifically identified in a Task Order or a Notice to Proceed has not been issued clarifying LD's, COUNTY reserves the right to calculate and assess LD's based on the actual loss to COUNTY. Continual assessment of LD's for projects may be cause for recommendation for termination of contract, as timely performance is a requirement of the RFQ, as is the quality of the Work.

COPY

Section 7 – Use of Other Contracts. COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or county governmental agencies, school board, community college/state university system or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this Agreement if it is in the best interest of COUNTY.

Section 8 – Assignment. CONTRACTOR may not transfer, assign or subcontract all or any part of this Agreement without written approval by COUNTY.

Section 9 – Laws, Permits, and Regulations. Prior to the performance of any Work hereunder, CONTRACTOR shall obtain and pay for all licenses and permits, as required to perform the Work. CONTRACTOR shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the services provided under this Agreement.

Section 10 – Amendments. This Agreement may only be amended by mutual written agreement of both Parties.

Section 11 – Books and Records. CONTRACTOR shall keep records of all transactions, including documentation accurately reflecting the time expended by CONTRACTOR and its personnel. COUNTY shall have a right to request records from CONTRACTOR, and for those records to be made available within a reasonable timeframe depending on method of acquisition.

Section 12 – Public Records Compliance

A. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

Public Relations | 601 SE 25th Ave, Ocala, FL 34471
Phone: 352-438-2300 | Fax: 352-438-2309
Email: publicrelations@marionfl.org

B. CONTRACTOR shall comply with public records laws, specifically:
- Keep and maintain public records required by COUNTY to perform the Work;
- Upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of this Agreement if CONTRACTOR does not transfer the records to COUNTY; and,
- Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of CONTRACTOR or keep and maintain public records required by COUNTY to perform the Work. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon the completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

C. If CONTRACTOR fails to provide the public records to COUNTY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10 Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY. This section shall survive the termination of the Agreement.

Section 13 – Indemnification. CONTRACTOR shall indemnify and hold harmless COUNTY, its officers and employees, from liabilities, damages, and losses, including, but not limited to, property damage, harm or personal injury to third persons, such as death, and costs, including but not limited to reasonable attorneys'

COPY

fees, which COUNTY, its officers or employees may sustain, or which may be asserted against COUNTY or its officers, or employees, arising out of the activities contemplated by the Agreement, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of the Agreement. This Section shall not be construed in any way to alter COUNTY's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes. This section shall survive the termination of the Agreement.

Section 14 – Insurance. As applicable, during the period of Work, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to one half its annual aggregate. CONTRACTOR shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-. Self-Insured companies that cannot be rated, will also be considered. All policies must include all requirements listed below, reference the project number and show Marion County as additional insured. The Certificate should also provide for 30-day cancellation notice to the Procurement Director's address, set forth herein.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws.

- Employer's Liability limits for not less than $100,000 each accident $500,000 disease policy limit and $100,000 disease each employee must be included.
- The Contractor/Vendor, and its insurance carrier, waives all subrogation rights against Marion County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- The County requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a Commercial General Liability policy with limits not less than

- $1,000,000 each occurrence for Bodily Injury, Property Damage and Personal and Advertising Injury
- $2,000,000 each occurrence for Products and Completed Operations

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than $500,000 combined single limit each accident.

- In the event the Contractor/Vendor does not own vehicles, the Contractor/Vendor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Section 15 – Independent Contractor. In the performance of this Agreement, CONTRACTOR will be acting in the capacity of an "Independent Contractor" and not as an agent, employee, partner, joint venture, or associate of COUNTY. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by CONTRACTOR in the full performance of this Agreement.

Section 16 – Default/Termination. In the event CONTRACTOR fails to comply with any of the provisions of this Agreement, COUNTY may terminate this Agreement for cause by first notifying CONTRACTOR in writing, specifying the nature of the default and providing CONTRACTOR with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, COUNTY thereafter may terminate this Agreement for cause upon written notice to CONTRACTOR without prejudice to COUNTY. In the event of termination of this Agreement for cause, COUNTY will then be responsible to compensate CONTRACTOR only for those services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to CONTRACTOR. In the event of termination of this Agreement without cause, COUNTY will compensate CONTRACTOR for all services timely and satisfactorily performed pursuant to this Agreement up to and including the date of termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY's or other public entity's obligations under this Agreement. Should this occur, COUNTY shall have no further obligation to CONTRACTOR other than to pay for services rendered prior to termination.

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Section 17 – Damage to Property. CONTRACTOR shall be responsible for all material, equipment and supplies sold and delivered to COUNTY under this Agreement and until final inspection of the Work and acceptance thereof by COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed, or COUNTY property, buildings, or equipment is damaged during delivery or unloading, or in the course of the WORK prior to final inspection and acceptance, CONTRACTOR shall replace the same or be returned to original state without additional cost to COUNTY, as applicable.

Section 18 – Governing Law. Law, Venue, Waiver of Jury Trial, and Attorney's Fees. This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County, Florida (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial, (3) the prevailing party shall be entitled to recover all of its costs, including attorney's fees. This section shall survive the termination of the Agreement.

Section 19 – Termination for Loss of Funding/Cancellation for Unappropriated Funds. The obligation of COUNTY for payment to a CONTRACTOR is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 20 – E-Verify, pursuant to Section 448.095, F.S. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

Beginning January 1, 2021, Section 448.095, F.S., requires CONTRACTOR to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits CONTRACTOR from entering into this Agreement unless it is in compliance therewith. Information provided by CONTRACTOR is subject to review for the most current version of the State or Federal policies at the time of the award of this Agreement.

By previously signing the RFQ 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.

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j. CONTRACTOR shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.

k. To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Agreement.

Section 21 – Force Majeure. Neither CONTRACTOR nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes, severe floods, epidemics and pandemics.

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.;

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b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.;
c. Been engaged in business operations in Cuba or Syria; or
d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.

4. Was entered into or renewed on or after July 1, 2018, and CONTRACTOR is found to meet any of the following prohibitions:
   a. Submitted a false certification as provided under Section 287.135(5), F.S.;
   b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
   c. Been engaged in business operations in Cuba or Syria.

C. Termination, Any Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for any amount and meets any of the following criteria.
1. Was entered into or renewed on or after July 1, 2018, and
2. CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.

D. Comply; Inoperative. The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

Section 24 – Sovereign Immunity. Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in the Agreement, any obligation of COUNTY to indemnify CONTRACTOR, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of the Agreement.

Section 25 – On-Going Compliance. The Parties acknowledge that the Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of the Agreement. The Parties understand and agree that the Agreement is intended to reflect and require the Parties' compliance with all laws at all times. The Parties expressly and specifically agree to perform the Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

Section 26 – CONTRACTOR Conduct: These Guidelines govern CONTRACTOR while doing work on COUNTY property, as well as its employees, agents, consultants, and others on COUNTY property in connection with CONTRACTOR's work or at CONTRACTOR's express or implied invitation.

- **Courtesy and Respect:** COUNTY is a diverse government institution and it is critical that CONTRACTOR and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
- **Language and Behavior:** CONTRACTOR and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY property is not permitted under any circumstance.
- **No Weapons, Alcohol, or Drugs**: The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by CONTRACTOR or its employees is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.
- **Smoking**: CONTRACTOR and its employees are not permitted to smoke in or near any COUNTY buildings.
- **Fraternization**: CONTRACTOR and its employees may not fraternize or socialize with COUNTY staff.
- **Appearance**: CONTRACTOR and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.
- **Reporting**: CONTRACTOR is required to report any matter involving a violation of these rules or any matter involving health or safety, including any altercations, to COUNTY's Procurement Services immediately.

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CONTRACTOR is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, CONTRACTOR will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY property and prohibited actions could result in the immediate termination of any or all of CONTRACTOR's contracts with COUNTY.

Section 27 – Authority to Obligate. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and bind and obligate such Party with respect to all provisions contained in this Agreement.

Section 28 – Notices. Except as otherwise provided herein, all written communication between the parties, including all notices, shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be deemed effective if mailed, when deposited in a United States Postal Service mailbox with postage prepaid and if hand delivered, upon personally handing same to the party to whom the notice of other communication is addressed with signed proof of delivery. If otherwise delivered, notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. All parties certify that each has software capable of sending electronic mail read receipts to the other. Any party sending notice by electronic mail acknowledges and accepts the inherent risks that come with same. If notice is delivered in multiple ways, notice shall be considered delivered at the earliest delivery time. CONTRACTOR's and COUNTY's representatives and addresses for notice purposes are:

CONTRACTOR: DAB Consulting, Inc.
3977 NW 63rd St, Gainesville, FL 32606
CONTACT PERSON: David Blumberg | 800-695-5370

COUNTY: Marion County Information Technology
c/o Marion County, a political subdivision of the State of Florida
601 SE 25th Ave, Ocala, FL 34471

A copy of all notices to COUNTY hereunder shall also be sent to:

Procurement Services Director
Marion County Procurement Services Department
2631 SE 3rd St., Ocala, FL 34471

Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as procurement@marionfl.org. If CONTRACTOR agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with accepting notices solely by e-mail, CONTRACTOR may designate up to two (2) e-mail addresses: david.blumberg@dabconsulting.com and sales@dabconsulting.com. Designation signifies CONTRACTOR's election to accept notices solely by e-mail.

[Signature page to follow]

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IN WITNESS WHEREOF the Parties have entered into this Agreement, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

10/03/2023

GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

For: 11/01/23

MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA

10/03/2023

CRAIG CURRY, DATE
CHAIRMAN

BCC APPROVED: October 3, 2023
23Q-173 | AXIS Security Video Surveillance Systems

****

WITNESS:

SIGNATURE
Melissa Boyer
PRINTED NAME

WITNESS:

SIGNATURE
Jessica L. Junkin
PRINTED NAME

DAB CONSULTING, INC.

10/12/2023

BY: DATE
David Blumberg
PRINTED:
President
ITS: (TITLE)

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SCOPE OF WORK

EXHIBIT A

Background

Marion County Information Technology (MCIT) is standardized to AXIS Communications security surveillance system network cameras and video recorders. This includes associated video management software, peripherals, accessories, professional services, and warranties.

Intent and General Information

This contract is for Gold or Silver level AXIS Communications rated contractors to provide continuing services for installation, maintenance, and repairs of AXIS Communication surveillance system network cameras and surveillance video recorders.

Task Orders

Work under this contract will be performed as a series of tasks. The Task Orders will define the scope, location, limits of the projects and schedule for each work request. The Task Order will provide for unit prices for certain common items and for standard labor and equipment rates to be used for other tasks.

Task Orders will generally cover single sites or similar activities within proximity. A Task Order may include multiple work activities to complete a project. Separate Task Orders shall be used for unrelated projects scattered over a large area. Task Orders under $50,000 may be issued a Purchase Order (PO). Task Orders which exceed $50,000 must be brought before the Board of County Commissioners for approval. Task Orders which exceed $200,000 (by Florida Statute) and any at the Department's request shall be subject to Payment & Performance Bonding at the value of 100% of the value of the job; Firms must be able to provide bonding by an agency, or cashier's check prior to contract execution in these cases. In all cases, the Task Order will have a detailed pricing schedule, reflecting the County's total cost for the project.

Change Orders

Changes in the Work within the scope of the Task Orders, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating the Task Order Agreement, by Change Order. The Agreement price and the Term may be changed only by Change Order. Changed Work cannot be started until a fully executed Change Order is on file with COUNTY; including but not limited to Change Orders that need approval of COUNTY's Board of County Commissioners.

The Contract will operate as follows:

1) After Contractors are selected, the master Contract specifying general terms of the Contract will be executed by the Contractor and Marion County.

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2) The County will define specific tasks to be performed under this Contract and will provide the following information to the Contractor:
   a) Location and description of the project – including drawings, specifications, and other details as required defining the project.
   b) Required schedule.
3) Contractor will respond to the Task Order solicitation with the detailed cost proposal, using the itemized line items for all work and materials and agreement that County timeline is acceptable. Where quantities of one or more of the work items cannot be estimated prior to performing the work, the Task Order will provide for payment of such work items based on the contract prices and the actual quantity of work performed.
4) Upon agreement with the Contractor's proposal, the County will authorize the work in writing through the execution of the Task Oder. This Task Order will specify:
   a) Project location and description.
   b) Authorized payment.
   c) Schedule (begin and end dates)
5) Following notification by the Contractor that the work is complete, the County will inspect to verify that the work has been performed in accordance with the Task Order. This includes Contractor providing a field test report that includes the cable status report (pass/fail) and validation of grounding and distance of each cable installed. MCIT must sign off on this document. If acceptable, the County will authorize payment of the Task Order amount. If issues are found, the Contractor will need to make corrections to items at no additional cost to the County prior to payment being authorized.

Description of Project

This project will provide installation, maintenance, and/or repairs for AXIS Communications security surveillance system network cameras and video recorders. The work shall include review of installation plan, running of cables, mounting of cameras, testing of equipment, and clean-up of all materials form the job site.

Miscellaneous work will be ordered by an issuance of a Task Order at the time services are required. Each Task Order will specify the location or project area for which the task or work is to be completed, anticipated start date an any other details specific to the work.

Quality of Work and Material Requirements

MCIT will hold a kick-off meeting prior to the Notice to Proceed (NTP) and will also perform quality checks at certain points during the project. This will vary per task order (e.g. at 25%, 50%, and 75% or 1/3 and 2/3 of project completion). These quality checks must be scheduled with MCIT five (5) days prior to expected completion of that percentage agreed upon during the kick-off meeting.

All work and materials provided pursuant to this Contract shall satisfy the requirements of the MCIT Video Surveillance Management System Standards and Guidelines and Infrastructure Cabling and Wiring Standards and Guidelines.

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Contractors Responsibilities

Contractor shall furnish all labor, equipment, materials, and twelve (12) month Labor Warranty to perform all operations necessary to complete work in strict accordance with these specifications and subject to the terms and conditions of the Contract. These specifications will provide a basis for the furnishing of all materials, equipment, labor, transportation, testing, and other goods and services necessary to service County-maintained security surveillance network cameras and video recorders.

Contractors will be required to comply with all electrical and building codes as well as pull all required permits.

The County may require vendor personnel, including Sub-Contractors, working on-site for Criminal Justice Information Services (CJIS) sensitive locations to have a CJIS level finger print based background check performed through the Marion County Sherriff's Office.

Schedules for some locations may require work after normal business hours and/or weekend work.

Contractors are expected to be able to own and/or lease larger equipment to be able to install or repair complex projects. Equipment includes, but is not limited to forklift(s), scissor lift(s), and bucket truck(s).

Contractors should be able to respond to urgent repair requests within a twenty-four (24) hour period.

The County reserves the right to decline Sub-Contractors.

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Marion County Information Technology

Video Surveillance Management System Standards and Guidelines

Prepared By: Network Systems Team

Version 1.0 – May 21, 2023

Version Revision History

Version	Change Description	Date	By
1.0	Final	May 21, 2023	JR

Contact Information

Marion County Information Technology
2630 SE 3rd Street
Ocala, FL 34471
Phone# 352-671-8809
helpdesk@marionfl.org

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Introduction

This document's purpose is to ensure that all video surveillance systems are designed and implemented to a consistent standard within Marion County.

Where these standards cannot be achieved, consultation with Marion County Information Technology (MCIT) is required to be held during the design stage or before the commencement of any installation. Any exceptions to these standards shall be reviewed and formally approved by the MCIT Director or Designee.

This document covers the basic requirements detailing the standards for video surveillance systems infrastructure and implementation. MCIT follows the ANSI, IEC, ISO, IEEE, and TIA guidelines for these specifications.

With this standard, the County shall utilize approved Original Equipment Manufacturer (OEM) components for government facilities to comply with the National Defense Authorization Act (NDAA) Section 889.

MCIT will update this document as functional needs and technologies evolve. Each updated edition includes its effective date on the cover and the current version.

Associations Establishing Technology Standards

ANSI - The American National Standards Institute (ANSI) is a private, non-profit organization that administers and coordinates the U.S. voluntary standards and conformity assessment system.

IEC - The International Electrotechnical Commission (IEC) headquartered in Geneva, Switzerland, is the organization that prepares and publishes international Standards for all electrical, electronic and related technologies.

ISO - International Organization for Standardization is a nongovernmental organization that comprises standards bodies from more than 160 countries, with one standards body representing each member country.

IEEE - Institute of Electrical and Electronics Engineers is an association for electronic engineering and electrical engineering. As a leading developer of industry standards in a broad range of technologies, that drives the functionality, capabilities, safety, and interoperability of services.

NEC - National Electric Code; Electrical standards for USA

TIA - TIA is accredited by the American National Standards Institute (ANSI) as a standards developing organization (SDO).

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Definitions

ACS - Axis Camera Station; a video management and access management software especially developed to fit a wide range of installations.

ARTPEC – Axis Real Time Picture Encoder; a series of Application Specific Integrated Circuit (ASIC) chips developed by Axis that allows advanced video processing tasks in real-time with minimal bandwidth usage.

Blanking Panels - Blanking panels are used to fill the empty spaces in a rack and separate the hot and cold zones of air.

Cable Management Devices – A range of devices that are designed to fit in standard 19" racks. It provides a clean, planned, and simple means of organizing from small to large bundles of cables.

Display port – A high-resolution replacement for the original display connections such as VGA (Video Graphics Array) and DVI (Digital Visual Interface).

FOV - Field of View; refers to the range or coverage of area a camera can "see".

FPS - Frames Per-Second; the number of images a camera captures and/or transmits in one second.

GOP - Group of Pictures; a collection of video frames.

HDMI - High-Definition Multimedia Interface is an audio-video interface for transmitting compressed or uncompressed digital video and audio data from display devices.

IP - Internet Protocol; a set of rules governing the format of data sent over the internet or other network.

LAN - Local Area Network; a group of computers and peripheral devices that share a common communications line or wireless link to a server within a distinct geographic area.

KMM - Keyboard-Monitor-Mouse; a rack mount console for local access and monitoring of NVR.

MCIT - Marion County Information Technology.

MMF - Multi-Mode Fiber; a type of optical fiber designed to carry multiple light rays or modes simultaneously inside a glass core.

MP - Megapixel; a unit of measurement in graphic resolution equivalent to 1 million pixels, squares of visual information captured by a digital camera sensor.

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Definitions (Continued)

NDI - Network Device Interface enables video-compatible products to communicate, deliver, and receive high-definition audio video over Ethernet.

NEC - National Electric Code; Electrical standards for USA.

NVR - Network Video Recorder; a computer system that records video footage and stores it on a hard disk, a mass storage device, or cloud storage.

OEM - Original Equipment Manufacturer; an organization that makes devices from component parts bought from other organizations.

ONVIF - Open Network Video Interface Forum; an open standard protocol that allows cameras to communicate with each other and with network recording devices.

- **Profile S**: This profile is the most basic ONVIF profile and specifies common functionalities for video streaming and recording. Profile S is suitable for most IP-based video surveillance products and provides support for H.264 and MJPEG video codecs.
- **Profile T**: This profile defines functionalities for advanced video streaming and adds support for H.265 video codec, which provides better compression and reduces network bandwidth usage.
- **Profile M**: This profile specifies functionalities for metadata streaming and analytics. Profile M enables cameras to send additional information about the video stream, such as object detection and tracking, to the VMS (Video Management System).

POE - Power over Ethernet cabling; a technology for implementing wired Ethernet local area networks (LANs) that enables the electrical current necessary for operating each device to be carried by Ethernet data cables instead of standard electrical power cords and wiring.

Rack (cabinet, enclosure) - A frame or enclosure with mounting rails to house AV equipment.

RU - Rack unit which, as defined in IEC 60297-3-100: 1 rack unit = 44.45 mm (1.75 inches) height.

SFP - Small Form-factor Pluggable; transceivers used for transmitting data across fiber optic and/or Ethernet cabling.

SMF - Single-Mode Fiber; a type of optical fiber designed to carry a single mode or light ray inside a glass core.

UPS – Uninterruptible power supply or uninterruptible power source is a conditioned electrical device that provides emergency power to a load when the input power source or mains power fails.

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Definitions (Final)

VAPIX – Application programming interface (API) developed by Axis that enables cameras and video encoders to communicate between the device and other software applications.

Video Surveillance Systems - A mechanical, electronic or digital surveillance system or device that enables continuous or periodic video recording, observing, or monitoring of individuals, assets and/or property.

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Video Surveillance System Standards Implementation

Axis Communications network video recorders (NVR) and surveillance cameras are Marion County Information Technology's manufacturer to work in conjunction with the Axis Camera Station applications analytics. The following search and/or recognition features shall be compatible with Axis Camera Station and Axis cameras: object classifications/detections, motion, license plate capture, time in area functionality, vehicle recognition, primary color recognition, facial recognition, security alerts and IR. Cameras at each site shall connect to the video surveillance network using an all-in-one NVR capable of being managed by Axis Camera Station, network switches, power-over-Ethernet (PoE) injectors for camera power supply, and/or storage servers for data retention and public records requirements.

Other specification requirements include:

- ARTPEC-7/8 SoC (system-on-chip) or later
- ACS/CMS Smart Search compatibility
- Axis Zipstream compatibility
- Axis VAPIX compatibility

If for any logistical reason, Axis Communications network video recorders and surveillance cameras are unavailable, ONVIF profile **S**, T, and **M** compatible devices may be used **ONLY** if tested and confirmed functionality by MCIT. NVRs and surveillance cameras **MUST** be compatible with Axis Camera Station.

With continuing technology advancements, cameras today have the ability to be provide multiple fields-of-view (FOV) and higher video resolution, with a single camera accounting for multiple camera angles. Reducing the number of cameras needing procurement, installation, and maintenance significantly while improving overall coverage.

MCIT shall provide the design, configuration, and revision of any new systems that a County department may request with the use of the AXIS Site Designer tool.

The AXIS Site Designer tool shall be used to configure and determine the following, but not limited to, necessary requirements:

Projected bandwidth use and reports;

Recording schedules and scenarios;

System proposals including the switch port count, storage server capacity, and power supply budget requirements to meet minimum capacity requirements;

List of installation materials including network switches, storage servers, power supplies, mounting hardware and accessories;

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Site maps, and layout of camera locations with floor plans;

Providing proposed fields-of-view (FOV) and camera scenarios with the ability to make comparable revisions;

Ability to see estimated pixel density of footages at a proposed distance in relation to target height and installation height of proposed camera, providing a more accurate representation of the overall design.

NVR Requirements

All-in-one NVR and/or network switch models shall be sized to provide the following minimum standards of:

20% future growth in device licenses;

20% future growth in switch port capacity;

20% future growth in PoE power supply budget.

Video Storage Requirements

Required storage capacity shall be for a minimum of 30 days video retention to comply with state law with an extra 20% storage capacity in future growth to be allotted for.

Recording scenarios are to be configured with zip-streaming dynamic group-of-pictures (GOP) & dynamic frames-per-second (FPS) minimum 5 and maximum 15 FPS to lower bandwidth and storage requirements.

Audio recording shall be disabled to comply with Florida State Statute Chapter 934;

System Infrastructure

Vendor shall provide a "turn-key" solution when installing new or upgrading existing surveillance system infrastructure. Preferred infrastructure hardware manufacturers include are standardized to AXIS Communications with approvals for APC, Cisco Systems Inc., Commscope, Corning Inc., Dell Inc., Ditek, Hubble Inc., Juniper Networks, StarTech, & Tripp Lite when logistics require. Vendor shall pull necessary permit for low-voltage installation.

MCIT requests the listed quantities of cameras be detailed by location and model of camera:

(#) of interior building cameras with model (#) shall have map locations with proposed field-of-views. (e.g., single-channel, multi-channel, panoramic, 360°, or point-tilt-zoom).

(#) of building exterior mounted and/or outdoor cameras with model (#) shall have map locations with proposed FOV.

Cameras exposed to weather elements shall have a minimum IP rating of IP66 or a NEMA rating of at least 4.

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Cameras with a proposed FOV farther than 50ft shall have a minimum standard of 4K resolution or 8MP.

2-Post Racks & 4-Post Equipment Cabinets

Video surveillance system equipment are typically mounted in a standard 19-inch-wide 42RU height enclosed rack. Racks must be provided with a minimum clearance of three (3) feet on the sides and three (3) feet in the front and rear, unless wall mounted. Cabinets shall have display port or HDMI compatible 19-inch rack mount KVM console for local management of NVR. All equipment, where possible, will have rack ears for mounting. If equipment is not suitable for rack mounting a minimum of a 1RU cantilevered shelf will be provided to appropriately support each piece of equipment. In addition, all front-facing open areas will be covered with blank plates for proper airflow.

Rack design must allow for only a maximum of 80% fill to accommodate future growth.

A minimum of one AC rack-mounted power conditioner (UPS) that meets MCIT approval with power overload switches will be installed at the bottom of each rack. All UPS conditioners will have no more than 80% of the load in the design so that a 20A unit will have a maximum 16A load. The power load calculations will be derived from the face plate of the equipment and will be incorporated into the project's HVAC designs for the BTU calculations for each rack assembly to prevent unacceptable temperatures.

Where equipment is installed in 4-post cabinetry, front and rear access, in the form of a lockable door is to be provided. All cabinets and racks will be keyed alike and at least 2 keys will be provided to MCIT.

All entry points (Power and AV cabling) will be through the bottom or top of the rack.

All cabling inside the rack will be harnessed with velcro cable management. Zip ties shall not be used on any category or fiber cabling.

Wall Mount Enclosures

If new video surveillance system or replacement of existing system is installed in or near a standard 19-inch-wide wall mount enclosure, the system shall be located in the immediate vicinity of MCIT network equipment.

Larger enclosures can be either floor or wall mounted. They must be installed as per the manufacturers' specifications and should be of a high-quality professional-grade mount. The mount should be capable of having rear access with the door swinging away from the wall and able to house compatible 19-inch rack mount KMM console for local management of NVR.

The wall mount for enclosures will be backed with a minimum of 3/4-inch plywood using lag screws into wood or metal studs, and lag shield anchors when into solid concrete.

Wall mount enclosures shall be lockable, have rack mountable cooling kits to mitigate heat output of

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equipment, able to house 19-inch rack mount KMM console for local management, and shall be sized with minimum standard of 50% room for future growth.

Some locations where the surveillance systems infrastructure equipment is to be installed may not have a controlled environment, may be exposed to vandalism and/or harsh weather elements, thus decreasing equipment lifespan.

In these scenarios, the vendor shall provide/install enclosures with a minimum IP rating of IP66 or a NEMA rating of at least 4.

Enclosures for housing surveillance system equipment shall have cooling kits to mitigate high temperatures.

Final product selection and mounting position will be determined during the design consultation process with MCIT.

End User Equipment

All PC-based end user equipment will be individually specified for each space by MCIT during the design process. Typically, these are units purchased by the department using the device.

From time-to-time dedicated hardware may be required in secure areas that provide monitoring services, this equipment shall be individually specified for each space by MCIT during the design process and have the client application for monitoring video surveillance installed.

Lighting

Due to low-light scenarios such as remote campus areas, parking lots, or construction sites, some areas within a FOV may require lighting to be installed for nighttime scenarios. Where areas cannot be illuminated, surveillance cameras shall be capable of optimized image processing in 1 lux low-light scenarios.

Power Surge Protection

All video surveillance equipment must be protected from electrical surges. Surge protection must be provided in at least one of the methods listed below.

- Surge protection at the main distribution frame.
- Surge protection at the intermediate distribution frame.
- Surge protection at the end device camera.

Vendor shall install MCIT approved Ethernet surge protection between NVR and end device to mitigate surge ingress from end device. (e.g., APC model #PRM24 and PNETR6).

This shall be bonded to the nearest grounding busbar properly to be in compliance with TIA-607-C Generic Telecommunications Bonding and Grounding (Earthing) for Customer Premises.

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Removal of Cameras

If pre-existing cameras are not being used with a new surveillance system or being replaced, and their mounted locations are not to be reused hence nullifying the exterior box or mount, then proper steps shall be taken to seal or close the mounting box/housing after removal of the obsolete camera. For the intent to protect the inside from weather elements and possible future reuse.

All replaced NVR systems and surveillance cameras shall be returned to MCIT for decommissioning and disposal.

All abandoned Ethernet cabling shall be removed to be in compliance with NEC Article 800.25 "Abandoned Communications Cable"

All removed cabling shall be disposed of by the vendor.

Cabling Pathways

All cabling must adhere to the Federal, State, and local codes for low-voltage installation. If the code requires an armored or plenum-rated cable, the same specification as the original cable specified will be used with the proper requirement outer material.

All transitions from one area to another that goes through walls shall follow the fire and local codes. The transition shall consist of two-inch (or greater) pipes or a box that is 4 by 12 (4x12) inches, with an initial fill ratio no greater than 40%.

The vendor will be responsible for verifying the cable installation requirements before purchasing the cables.

All cables shall use Velcro straps to secure the cabling as a general practice. All work must be neat and secure while using designated cable paths.

All cable paths are for category cabling or fiber cabling only, no high-voltage electrical (greater than 25v) can be in parallel less than five (5) feet away from the low voltage. If high-voltage electrical is less than five (5) feet away, it must be enclosed in a conduit. A high voltage path may cross perpendicularly or at 90° with a conduit.

Cabling terminating at the end device camera shall have a minimum standard of a three (3) foot service loop. Cabling terminating at the main or intermediate distribution frame shall have a minimum standard of fifteen (15) foot service loop.

Any cable paths must be supported off the ceiling and floors. This can be achieved by using U-tray, J-tray, or any device that holds no less than twenty cables. If the cable supports have any gaps, they can be no

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larger than two (2) feet.

All main cable paths will need to be accessible at the start, intersections, and end with multiple access points along the paths and branches. The access points should be no more than ten (10) feet apart for access. Any exception on the cable paths must be reviewed and approved by MCIT.

Transition to/from the ceiling to the floor will use the Water Fall specifications. The path consists of two (2), 6-inch (or greater) pipes or a box that is 4 by 12 inches at all locations. One pull string per pipe is to be installed at the time of the installation of the piping.

Exterior cabling shall be installed utilizing solid or flex PVC conduit to protect cabling from vandalism and/or mitigate harsh weather elements. Vendor shall present scenarios to MCIT if there arises inability to perform this work.

Abandoned Ethernet cabling shall be removed and disposed of in compliance with NEC 800.25.

Cable management on 2-post racks or 4-post cabinets shall be used. For example: horizontal and/or vertical cable management trays to secure, bundle and route the cables. All existing cable management covers must be returned to original closed positions.

Yellow patch cabling shall be used for denoting surveillance cameras.

Vendor installing cabling shall certify each new cable and provide test results to MCIT prior to project being signed off as complete.

Cabling Labeling

Patch cables are to be "flag" labeled with near-end switch port #, far-end camera location as description, along with length of horizontal cabling to end device in the following format: PORT_#_DIRECTION_LOCATION_DISTANCE

Example given: PORT_1_NE_EXTERIOR_150FT

A spreadsheet will be created with the test results of the on-site made cables. All cables need to meet or exceed the manufacturer specification for the type of installation of that cable.

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Cabling Specifications

The following cable Specifications are to be used as the minimum cabling requirement. Substitutes or any non-specified cable types must be approved in writing by the MCIT before purchasing.

Ethernet Cabling

As a minimum standard, F/UTP CAT6A 23AWG solid copper Ethernet cabling shall be used for horizontal pathways up to 100m in length to far-end device cameras.

Ethernet cabling shall have service loops of fifteen (15) feet to twenty-five (25) feet at both ends of cabling, contingent upon project needs for different scenarios (e.g., camera relocation). In compliance with ANSI/TIA-568-D, horizontal cabling shall not exceed maximum distance of 100m (328ft). This shall include service loops to compensate for longer patch cabling at the main distribution frame (MDF), intermediate distribution frame (IDF), or at the far-end device.

Due to distance and power-over-Ethernet (PoE) requirements, some cameras may require PoE mid-span injectors.

For distances longer than 100m and up to 250m (859 feet), MCIT shall approve the use of F/UTP shielded "Game Changer" CAT6 cabling by Paige Datacom Solutions for PoE pathway to far-end device.

Fiber Optic Cabling

Multimode OM4 fiber optic cabling (MMF) 50µm/125µm shall be used for distances over 100m (328 feet) and up to 800m (2625 feet).
Single-mode OS2 fiber optic cabling (SMF) 9µm/125µm shall be used for distances over 800m (2625 feet).

Small form-factor pluggable (SFP) transceivers of Cisco Systems Inc. manufacturer shall be used for all fiber optic infrastructure connections. SFP shall utilize network switch ports or fiber-to-copper media converters to connect fiber pathway to far-end devices or an IDF.

Documentation

Upon completion, documentation must be provided by the vendor to MCIT. It must contain two hard copies and a single USB digital copy of:

All equipment manuals, software, license keys, and warranty details.

'As Built' system drawings.

A complete list of equipment with the location. The list will include the manufacturer, model,

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description, serial number, passwords, MAC address, and IP address.

All configuration and program files of the equipment.

Inspection and Testing

Upon completion of the work, the vendor must perform a full system test of all supplied equipment, operating functions, and connectivity. On-site sign-off will be with MCIT and a punch list will be made if any issues arise. This shall be performed to confirm camera physical locations and camera field-of-views. This shall happen pre-construction and post to ensure requested FOVs are provided.

Quality Control

Vendor shall clean up any debris or trash created in the process of installing the cabling and equipment, as well as removing abandoned cabling and equipment.

MCIT will perform a quality control (QC) inspection with vendor post-installation of system. Any QC items out of specification shall be addressed and/or remedied by the vendor to meet MCIT requirements before signing off on project.

Operational Training

The vendor must provide training to the MCIT and the end-user on the installed system. This training session is to take place at the final handover stage of the project. The duration of training will vary depending on the size of the project.

Warranty, Service Support

The integrator, for the period of twelve (12) months from the date of delivery of services guarantees all parts and equipment, manufactured, or supplied, against all defects which are due to defective materials, faulty design, poor workmanship, or defective equipment.

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Marion County Information Technology

Infrastructure Cabling and Wiring Standards and Guidelines

Prepared By: Network Systems Team Version 1.0 – June 2, 2023

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Introduction

This document's purpose is to ensure that all wired and wireless network infrastructures are designed and implemented to a consistent standard within Marion County.

These guidelines will be used as the cabling standards for renovations and new construction projects to promote consistency throughout County premises. Where these standards cannot be achieved, consultation with Marion County Information Technology (MCIT) is required to be held during the design stage or before the commencement of any construction. Any exceptions to these standards shall be reviewed and formally approved by the MCIT Director or Designee.

This document covers the basic physical requirements detailing the standards for wired and wireless infrastructure implementation. MCIT follows the ANSI, IEC, ISO, IEEE, and TIA guidelines for this Cabling & Wiring Standards specifications.

MCIT will update this document as functional needs and technologies evolve. Each updated edition includes its effective date on the cover and the current version.

Associations Establishing Telecommunications Standards

ANSI - The American National Standards Institute (ANSI) is a private, non-profit organization that administers and coordinates the U.S. voluntary standards and conformity assessment system.

IEC - The International Electrotechnical Commission (IEC) headquartered in Geneva, Switzerland, is the organization that prepares and publishes international Standards for all electrical, electronic, and related technologies.

ISO - International Organization for Standardization is a nongovernmental organization that comprises standards bodies from more than 160 countries, with one standards body representing each member country.

IEEE - Institute of Electrical and Electronics Engineers is an association for electronic engineering and electrical engineering. As a leading developer of industry standards in a broad range of technologies, that drives the functionality, capabilities, safety, and interoperability of services.

NEC - National Electric Code; Electrical standards for USA

NFPA – National Fire Protection Association (NFPA) is a US-Based non-profit devoted to eliminating death, injury, property, and economic loss due to fire, electrical, and related hazards.

TIA - TIA is accredited by the ANSI as a standards developing organization (SDO).

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Definitions

Blanking Panels - Blanking panels are used to fill the empty spaces in a rack and separate the hot and cold zones of air.

Cable Management Devices – A range of devices that are designed to fit in standard 19" racks. It provides a clean, planned, and simple means of organizing from small to large bundles of cables.

IP - Internet Protocol; a set of rules governing the format of data sent over the internet or other network.

LAN - Local Area Network; a group of computers and peripheral devices that share a common communications line or wireless link to a server within a distinct geographic area.

LIU – Light Interface Unit; an optical fiber interconnecting unit used for routing, terminating, and managing fiber optic cable terminations.

KMM Keyboard-Monitor-Mouse; a rack mount console for local access and monitoring of NVR.

MCIT - Marion County Information Technology.

MMF - Multi-Mode Fiber; a type of optical fiber designed to carry multiple light rays or modes simultaneously inside a glass core.

NDI - Network Device Interface enables video-compatible products to communicate, deliver, and receive high-definition audio video over Ethernet.

NEC - National Electric Code; Electrical standards for USA.

OEM - Original Equipment Manufacturer; an organization that makes devices from component parts bought from other organizations.

POE - Power over Ethernet cabling; a technology for implementing wired Ethernet local area networks (LANs) that enables the electrical current necessary for operating each device to be carried by Ethernet data cables instead of standard electrical power cords and wiring.

Rack (cabinet, enclosure) - A frame or enclosure with mounting rails to house AV equipment.

RU - Rack unit which, as defined in IEC 60297-3-100: 1 rack unit = 44.45 mm (1.75 inches) height.

SFP - Small Form-factor Pluggable; transceivers used for transmitting data across fiber optic and/or Ethernet cabling.

SMF - Single-Mode Fiber; a type of optical fiber designed to carry a single mode or light ray inside a glass core.

UPS – Uninterruptible power supply or uninterruptible power source is a conditioned electrical device that provides emergency power to a load when the input power source or mains power fails.

Video Surveillance Systems - A mechanical, electronic or digital surveillance system or device that enables continuous or periodic video recording, observing or monitoring of individuals, assets and/or property.

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General Guidelines

Specification of Criteria

This document conforms to Electronic Industries Association, IEC 60050 standards for language used to identify criteria. Two categories of criteria are specified - mandatory and advisory. Mandatory requirements designated by the word "shall". Advisory requirements designated by the words "should", "may" or "desirable", and used interchangeably in this Standard.

Mandatory criteria generally apply to protection, performance, administration and compatibility. They specify the absolute minimum acceptable requirements. Conformance with the additional Advisory criteria of this Standard will typically enhance the performance and usability of the cabling infrastructure.

The definitions of terms, acronyms or abbreviations used within this document derived from the ANSI/TIA/EIA-606-A: Standard for Telecommunications Infrastructure.

Major Renovation and New Construction

The architectural engineer for major renovation and new construction projects shall work very closely with Marion County Facilities Management and Information Technology departments, during the initial (schematic, preliminary) planning stages. These departments are key stakeholders in helping ensure requirements are understood, that applicable codes and standards are conformed to in the design phase, and the resulting project is sustainable over the course of its planned lifecycle. Close coordination between the architectural engineer and these departments is essential to protect the investments the County has made in infrastructure and to minimize ongoing operating support costs associated with the project. Ensuring requirements are clear and standards incorporated in the design phase significantly reduces the risk of costly revisions later.

Minor Renovation and New Construction

Information Technology staff shall be consulted during the planning stages of any building construction or building renovation to identify the impact of new uses or requirements on current telecommunications distribution frames, and assess changes required to accommodate the modified use of the building space.

Telecommunications Room Planning

Spaces for interconnecting the building premise cabling with the outside provider cabling must be a separate room, not shared with other utility services, particularly electrical services that can potentially cause issues with interference to communication transmissions. When possible, this room will not be adjacent to the electrical distribution room.

Project Timeline and Coordination

To ensure buildings network infrastructure is consistent with standards, MCIT should be included during the design, bid, and construction phases of projects with Information Technology components.

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Relevant Codes and Standards

MCIT recognizes and implements national codes and standards as a means to provide for and administer the critical infrastructure necessary for daily information technology use. Contracted personnel hired to develop designs, perform renovations, construction, or any actions that impact telecommunications and network infrastructure shall be required to adhere to the codes and standards listed in this section.

This section intends to raise awareness of codes and standards and to provide additional guidance on their implementation at Marion County. It does not replace any code, either partially or wholly. In all cases, work performed shall met or exceed the following installation, documentation, component and system industry specifications in order to satisfy Marion County Information Technology standard:

TIA-568.0-D (2017) and amendments
Generic Telecommunications Cabling for Customer Premises
TIA-568.1-D (2017) and amendments
Commercial Building Telecommunications Cabling Standard
TIA-568.2-D (2017) and amendments
Balanced Twisted-Pair Telecommunications Cabling and Components Standard
TIA-568.3-D (2017) and amendments
Optical Fiber Cabling Components
TIA-569-E (2019) and amendments
Telecommunications Pathways and Spaces
TIA-606-C (2012) and amendments
Administration Standard for Telecommunications Infrastructure
TIA-607-C (2015) and amendments
Generic Telecommunications Bonding and Grounding (Earthing) for Customer Premises
ANSI/NEMA WC 66/ICEA S-116-732-2013 and amendments
Standard for Category 6 and 6A, 100 Ohm, Individually Unshielded Twisted Pairs, Indoor Cables (With or Without an Overall Shield) For Use In LAN Communication Wiring Systems
ANSI/TIA/EIA-526-7
"Measurement of Optical Power Loss of Installed Single-Mode Fiber Cable Plant"
ANSI/TIA/EIA-526-14A
"Optical Power Loss Measurements of Installed Multimode Fiber Cable Plant"
ANSI/BICSI 002-2019
"Data Center Design and Implementation Best Practices" Manual
BICSI TDMM
"Telecommunications Distribution Methods Manual, 14th Edition"
CENELEC EN 50173:2018 and amendments
"Information Technology – Generic Cabling Systems"
IEC/TR3 61000-5-2 – Ed. 1.0 and amendments
"Electromagnetic compatibility (EMC) – Part 5: Installation and mitigation guidelines – Section 2: Earthing and cabling"
ISO/IEC 11801:2002 Ed 2.0 and amendments
"Information technology – Generic cabling for customer premises"
NEC Article 300.21
"Spread of Fire or Products of Combustion"

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Relevant Codes and Standards (Continued)

NEC Article 725
"Class 2 or Class 3 wire types"
NEC Article 725.25
"Abandoned Class 2, Class 3, and PLTC Cables"
NEC Article 770
"Optical Fiber Cables and Raceways"
NEC Article 800
"Communications Circuits"
NEC Article 800.25
"Abandoned Communications Cable"
NEC Article 820
"Coaxial"
NFPA70 National Electric Code – Article 645 and Article 800 2.2.15. NFPA 70E
"Standard for Electrical Safety in the Workplace, 2017 Edition" 2.2.16.
NFPA 75
"Standard for the Protection of Information Technology Equipment, 2017 Ed."
NFPA 76
"Standard for the Fire Protection of Telecommunications Facilities, 2016 Edition"

Professional Workmanship

The list of codes and standards have specific applications to the planning, design, development, and maintenance of Marion County's infrastructure. It is not all-inclusive. Personnel acting in any professional capacity have a responsibility to comply with and perform their work in accordance with all applicable national, state, and local codes governing their profession.

Standards precedence and conflict resolution

The latest edition of these referenced standards shall be the controlling document. In the case of proposed standards, the latest available draft shall be the controlling document. Where the standards appear to conflict with one another, the one with the most stringent requirements shall be applicable.

There is latitude within the standards to expand or vary implementation by applying criteria that are more stringent and/or to specify organizational guidance on how these standards shall be applied and administered. The remaining sections of this document provide information on how these standards shall be followed at Marion County.

General Planning Guidance for Work Area Infrastructure

This section contains infrastructure guidelines for the work areas typically found at Marion County Facilities. These are the minimum initial planning requirements to design and build the appropriate infrastructure to support the foreseeable use of the intended facility. For each type of work area listed in this section, the end user shall consult with MCIT to help determine the specific configuration necessary to meet work area requirements.

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The recommended location for Ethernet outlets is as follows:

- Mid-point of walls without windows or doors, but not more than 4m from the next adjacent outlet if high density outlets are deemed necessary; Ethernet outlet shall be installed at same height as nearby power outlets above finished floor, and on opposite side of studs from adjacent power outlet.
- Mid-point of the wall-area of walls with doors and windows, but not more than 4m from the next adjacent outlet if high density outlets are deemed necessary; Ethernet outlet shall be installed at same height as nearby power outlets above finished floor, and on opposite side of studs from adjacent power outlet.

Offices, Rooms, and Cubicles

Rooms may be designed to be subdivided, by adding or removing walls, and often are in future renovations to maximize space. Design specifications and communication outlet locations may be increased to accommodate this use. In anticipation of room adjustments, a 25' service loop shall be left in cabling runs above ceiling space with conduit chases at opposing walls terminating at a single-gang box for future cable drops or relocations of existing wiring.

Conference Rooms

Conference rooms will have a minimum of one communication outlet designated for Wireless Access Points on the ceiling within 25 feet of the center of the room, this outlet may be outside of the room. With varying design specifications and depending on the room size, if necessary, communication outlet locations shall be minimum of one gang box location per wall to accommodate design. At minimum, 50% of these locations shall be wired with 25-foot service loops left in cabling runs. Each gang box location to have conduit chases for future cabling pulls or relocations of installed cabling.

Conference room tables: If floor boxes are not existing or proposed to be installed, conductor ribbon tape could be utilized under the carpet as it can accommodate furniture moves.

High Density Rooms

For high-density hardwired device locations: Install minimum of four (4) Ethernet ports. In addition to the room types above, High Density Rooms can be identified by using higher numbers of hardwired network-connected devices (e.g. computers and appliances).

HVAC, Electrical and/or Mechanical Rooms

As IoT devices are becoming more common with Building Access Control systems, if required by Marion County Facilities Management, a minimum of two (2) drops (one (1) spare) to be installed in necessary locations.

Infrastructure Planning

Telecommunications rooms and cabling facilities (conduit, cable trays, raceways, equipment cabinets/racks, etc.) are required for connecting work areas with the building communications equipment and cross-connect rooms. Previously, cross-connects were referred to as main distribution frames (MDFs)

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and/or intermediate distribution frames (IDFs). This document will use the term main distribution area (MDA) and/or intermediate distribution area (IDA) to represent either the main or intermediate cross-connect.

MDA, IDA, and/or entrance rooms (ER) for access provider equipment shall have cooling requirement analysis performed for proper air flow using a hot and cold aisle design. Due to pre-existing structural layout or physical network design, switching equipment for harsh environment and higher temperatures should be utilized. Rack cooling air flow may be necessary for smaller footprint locations with slat doors and/or vent fan in ceiling for egress.

Telecommunications entrance rooms for service providers may be adjacent to or combined with the MDA. Fire rated plywood shall be utilized in all ER, MDA, or IDA for installation of all wall mounted network equipment.

Wall mount enclosures requirements shall be lockable with key sets provided to MCIT; have rack mountable cooling kits to mitigate heat output of equipment; able to house 19" rack mount KMM console for local management; and shall be sized with minimum standard of 50% rack units available for future growth.
Some installations or renovations may require equipment installed in harsh or outdoor environments, these may be exposed to vandalism and/or harsh weather elements, thus decreasing equipment lifespan.

In these scenarios, the vendor shall provide/install enclosures with a minimum IP rating of IP66 or a NEMA rating of at least 4.

Enclosures for housing network equipment in these scenarios shall have cooling kits to mitigate high temperatures.

Final product selection and mounting location will be determined during the design consultation process with MCIT.

Main Distribution Area (MDA)

MDA or main cross-connect (MC) shall have backbone cabling pathways to the ER, IDA, or horizontal distribution areas (HDA) by either extending the cable tray, providing J-hook style hanging supports, ladder rack runway, or through conduit access. The MDA or network closet housing the MDA shall provide sufficient space for infrastructure equipment, desirably a minimum footprint of 15 ft. x 15 ft. A minimum of 3 feet of front and back clearance shall be provided for installation of equipment. If project is for retrofit building and has existing space limitations, Information Technology will negotiate design modifications with Facilities.

MDA and IDA network closets shall have appropriate air intake filtration and removal to comply with ANSI/TIA/EIA standards.

Electrical Requirements

Server rooms shall have sub panel sized for maximum load. IDA or MDA area to have their own sub panel with room for fifty percent (50%) growth.

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Although the electrical load is usually minimal (most devices draw less than 1 amp), devices connected to communications outlets can sometimes use power provided by telecommunications equipment called PoE (Power over Ethernet). These typically draw twelve (12) to ninety (90) watts each. Other devices require separate electrical service: computers, copiers, printers, monitors, etc. Each communication outlet should be in proximity to a duplex electric outlet to accommodate the need to plug in the electronic equipment using the communication outlet.

Power Surge Protection

All equipment must be protected from electrical surges. Surge protection must be provided in at least one of the methods listed below.

Surge protection at the main distribution frame

Surge protection at the intermediate distribution frame

Surge protection at the end device

Vendor shall install MCIT approved Ethernet surge protection to mitigate surge ingress from other sources.

This shall be bonded to the nearest grounding busbar properly to be in compliance with TIA-607-C Generic Telecommunications Bonding and Grounding (Earthing) for Customer Premises.

Backbone Cabling Requirements

Backbone cabling shall meet all requirements specified in ANSI/TIA/EIA-568-C.2 and ANSI/TIA/EIA-568-C.3. Originating from the MDA and distributed to each co IDA on each floor in the building, preferably using a star topology. Utilizing CAT6A copper twisted pair, single mode fiber (SMF), and/or multimode fiber (MMF), whichever deemed necessary by IT.

Riser cabling from the MDA telecom closet to and between each of a multi-floor building shall be minimum six strands (6) SMF or MMF with fire retardant jacket. Fiber optic cable shall have at least 50 feet of additional cable (slack) on each end upon entering the cross-connect room.

Fiber Optic Cabling

Multimode OM4 fiber optic cabling (MMF) 50µm/125µm shall be used for distances over 100m (328 feet) and up to 800m (262 feet).

Single-mode OS2 fiber optic cabling (SMF) 9µm/125µm shall be used for distances over 800m (262 feet).

Small form-factor pluggable (SFP) transceivers of Cisco Systems Inc. manufacturer shall be used for all fiber optic infrastructure connections. SFP shall utilize network switch ports or fiber-to-copper media converters to connect fiber pathway to far-end devices or an IDF.

Fiber Optic Termination

The type of termination used for all fiber optic cabling shall be LC type connections and conform to requirements of the specified fiber manufacturer. Application of connector shall be determined by

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consulting with MCIT staff and providing details of its intended use.

Fiber Optic Connectors

Each LC Fiber Connector shall be a pre-polished fiber connector with a fiber stub.

Be available in single mode and multimode versions. Have a domed zirconia ferrule. Be a PC polish type connector. Accept a nominal fiber diameter of 125 micrometers. Have a typical insertion loss of 0.25 dB for multimode and 0.05 dB for single mode. Capable of reusable termination. Have an insertion loss change of less than 0.2 dB after 500 reconnects. Be stable over an operating range of -40°C to +75°C.

Hot and Cold Aisles

Cabinets and racks shall be arranged in an alternating pattern, with the front of cabinets or 2-post racks facing each other in a row to create "hot" and "cold" aisles. Cold aisles shall be in front of racks and cabinets while hot aisles shall be behind racks and cabinets.

Intermediate Distribution Area (IDA)

IDA locations need to have analysis of space requirements for rack equipment and physical access for maintenance. If project is for retrofit building and has existing space limitations, MCIT will negotiate design modifications with Facilities. A minimum of 3 feet of front and back clearance shall be provided for installation or servicing of equipment.

2-Post Racks & 4-Post Equipment Cabinets

Video surveillance system equipment are typically mounted in a standard 19-inch-wide 42RU height enclosed rack. Racks must be provided with a minimum clearance of three (3) feet on the sides and three (3) feet in the front and rear, unless wall mounted. Cabinets shall have display port or HDMI compatible 19-inch rack mount KVM console for local management of NVR. All equipment, where possible, will have rack ears for mounting. If equipment is not suitable for rack mounting a minimum of a 1RU cantilevered shelf will be provided to appropriately support each piece of equipment. In addition, all front-facing open areas will be covered with blank plates for proper airflow.

Rack design must allow for only a maximum of 80% fill to accommodate future growth.

A minimum of one AC rack-mounted power conditioner (UPS) that meets MCIT approval with power overload switches will be installed at the bottom of each rack. All UPS conditioners will have no more than 80% of the load in the design so that a 20A unit will have a maximum 16A load. The power load calculations will be derived from the face plate of the equipment and will be incorporated into the project's HVAC designs for the BTU calculations for each rack assembly to prevent unacceptable temperatures.

Where equipment is installed in 4-post cabinetry, front and rear access, in the form of a lockable door is to be provided. All cabinets and racks will be keyed alike and at least 2 keys will be provided to MCIT.

All entry points (Power and AV cabling) will be through the bottom or top of the rack.

All cabling inside the rack will be harnessed with velcro cable management. Zip ties shall not be used on any category or fiber cabling.

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Wall Mount Enclosures

Enclosures can be either floor or wall mounted. They must be installed as per the manufacturers' specifications and should be of a high-quality professional-grade mount. The mount should be capable of having rear access with the door swinging away from the wall and able to house compatible 19-inch rack mount KMM console for local management.

The wall mount for enclosures will be backed with a minimum of 3/4-inch plywood using lag screws into wood or metal studs, and lag shield anchors when into solid concrete.

Wall mount enclosures shall be lockable, have rack mountable cooling kits to mitigate heat output of equipment, able to house 19-inch rack mount KMM console for local management, and shall be sized with minimum standard of 50% room for future growth.

Some locations where the infrastructure equipment is to be installed may not have a controlled environment, may be exposed to vandalism and/or harsh weather elements, thus decreasing equipment lifespan.

In these scenarios, the vendor shall provide/install enclosures with a minimum IP rating of IP66 or a NEMA rating of at least 4.

Enclosures for housing infrastructure equipment shall have cooling kits to mitigate high temperatures.

Final product selection and mounting position will be determined during the design consultation process with MCIT.

Outside Plant Vaults and Pathways

All new building construction planning must include a cable path into existing vaults or manholes, or new vault/duct systems included as part of the new construction. The size of the cable path to be based on the requirements of the facility. This path shall be used exclusively for data, voice, low voltage control/alarms, and video cables. In accordance with BICSI Data Center Design 14.5.1.1: The upper surface of the underground cable pathways shall be no less than 600 mm (24 in) below the surface; The entrance pathways shall maintain appropriate pathway separation from electrical and mechanical underground piping systems.

Conduit Specifications

Conduits to communication outlets are to be a minimum of 3/4 inch. A dedicated conduit will serve each outlet box. Any conduit paths used to pull cabling that are longer than 100 ft., shall have a pull box, and shall have no more than two 90-degree bends. Pull boxes, if needed, must be accessible. Do not place pull boxes above fixed ceilings, HVAC ducts or piping. All conduits requiring pull boxes shall have a spare pull string in case of future necessity.

Firestop

A firestop system is comprised of the item or items penetrating the fire rated structure, the opening in the structure and the materials and assembly of the materials used to seal the penetrated structure. Firestop

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systems comprise an effective block for fire, smoke, heat, vapor and pressurized water stream. Fire stops shall be installed in ceilings, walls, floors, or partitions when penetrating fire rated structures per NEC article 300.21.

All penetrations through fire-rated building structures (walls and floors) shall be sealed with an appropriate firestop system. This requirement applies to through penetrations (complete penetration) and membrane penetrations (through one side of a hollow fire rated structure). Any penetrating item i.e., riser slots and sleeves, cables, conduit, cable tray, and raceways, etc. shall be properly fire-stopped.

Firestop systems shall be UL Classified to ASTM E814 (UL 1479) and shall be approved by a qualified Building Inspector. Proposed systems including the UL Drawings shall be including in the submittals prior to installing the firestop systems.

Firestop device systems must have ratings up to 4 hours for fire rated walls and up to 3 hours for fire rated floors. Firestop putty must be remain soft and moldable for the duration of the installation. Only re-enterable materials shall be used.

Pull Strings

The electrical contractor will provide a pull string in all empty conduits and conduits with room for expansion.

Horizontal Cabling

Also known as station or premise wiring. TIA/EIA Category 6A (CAT6A) plenum or non-plenum shall be used for all new or replacement horizontal wiring in Marion County Facilities. Cabling shall be minimum 23 AWG, 4 Pair, Unshielded or Shielded (contingent upon Scope of Work), with Solid Bare Copper Conductor.

Ethernet cabling shall have service loops of fifteen (15) feet to twenty-five (25) feet at both ends of cabling, contingent upon project needs for different scenarios (e.g., cable relocation or cubicle farms). In compliance with ANSI/TIA-568-D, horizontal cabling shall not exceed maximum distance of 100m (328ft). This shall include service loops to compensate for longer patch cabling at the main distribution frame (MDF), intermediate distribution frame (IDF), or at the far-end device.

Due to distance and power-over-Ethernet (PoE) requirements, some devices may require PoE mid-span injectors.

For distances longer than 100m and up to 250m (859 feet), MCIT shall approve the use of F/UTP shielded "Game Changer" CAT6A cabling by Paige Datacom Solutions for PoE pathway to far-end device.

Shielded cabling when used to mitigate EMI and outside surge interference, shall have the flood wire bonded at both ends with either RJ45 shielded modules or RJ45 shielded connectors. Bonding for shielded cabling flood wire shall be provided with cabling test results.

Horizontal cabling jacket and module color standards:

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White and Blue jacket colors shall be preferred for cabling and matching plate modules.

Optional horizontal cabling jacket, patch cables, and wall plate module colors if additional colors needed to mitigate mistaken demarcation.

1. Yellow
2. Purple
3. Green

Cabling Pathways

All cabling must adhere to the Federal, State, and local codes for low-voltage installation. If the code requires an armored or plenum-rated cable, the same specification as the original cable specified will be used with the proper requirement outer material.

All transitions from one area to another that goes through walls shall follow the fire and local codes. The transition shall consist of two-inch (or greater) pipes or a box that is 4 by 12 (4x12) inches, with an initial fill ratio no greater than 40%.

The vendor will be responsible for verifying the cable installation requirements before purchasing the cables.

All cables shall use Velcro straps to secure the cabling as a general practice. All work must be neat and secure while using designated cable paths.

All cable paths are for category cabling or fiber cabling only, no high-voltage electrical (greater than 25v) can be in parallel less than five (5) feet away from the low voltage. If high-voltage electrical is less than five (5) feet away, it must be enclosed in a conduit. A high voltage path may cross perpendicularly or at 90° with a conduit.

Cables terminating at the far-end shall have a minimum standard of a fifteen (15) foot service loop. Cabling terminating at the main or intermediate distribution frame shall have a minimum standard of fifteen (15) foot service loop.

Any cable paths must be supported off the ceiling and floors. This can be achieved by using U-tray, J-tray, or any device that holds no less than twenty cables. If the cable supports have any gaps, they can be no larger than two (2) feet.

All main cable paths will need to be accessible at the start, intersections, and end with multiple access points along the paths and branches. The accfess points should be no more than ten (10) feet apart for access. Any exception on the cable paths must be reviewed and approved by MCIT.

Transition to/from the ceiling to the floor will use the Water Fall specifications. The path consists of two (2), 6-inch (or greater) pipes or a box that is 4 by 12 (4x12) inches at all locations. One pull string per pipe

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is to be installed at the time of the installation of the piping.

Exterior cabling shall be installed utilizing solid or flex PVC conduit to protect cabling from vandalism and/or mitigate harsh weather elements. Vendor shall present scenarios to MCIT if there arises inability to perform this work.

Abandoned Ethernet cabling shall be removed and disposed of in compliance with NEC 800.25.

Cable management on 2-post racks or 4-post cabinets shall be used. For example: horizontal and/or vertical cable management trays to secure, bundle and route the cables. All existing cable management covers must be returned to original closed positions.

Vendor installing cabling shall certify each new cable and provide test results to MCIT prior to project being signed off as complete.

Modular Patch Panels at Horizontal Distribution Area (HDA)

Modular Patch Panels shall meet CAT6A when component compliance met and be verified by a third-party nationally recognized independent testing laboratory or device. Use low emission IDC contacts. Use dual reactance technology to enhance the signal-to-noise ratio. Require standard termination practices using a 110 impact tool or be an unloaded panel using High Density (HDJ) jacks. Use an IDC housing designed to accept larger category 6a conductors. Support both T568B and T568A wiring. Include easy to follow wiring labels with label fields. Patch panel labeling shall include the Rack Unit of patch panel on port 1 side for delineation. Media equipment shall be on a separate patch panel with port labeling numerically 1, 2, n, and sequentially lettered W (1White, 2White). Port labeling will be numerically 1, 2, n, and sequentially lettered W, B, (1White, 1Blue, 2White, 2Blue), left to right when more than one color is terminated on individual patch panel. Allow for the use of icons if needed. Include full length metal rear cable management. Be available in standard or high density. Be backward compatible to category 3, 5, 5e, and 6. Be center tuned to category 6a test specifications.

Work Area Outlets

In scenarios where wired connections are necessary (e.g. patron device separations), work area cables shall each be terminated at their designated work area location in the connector types described in the subsections below. Modular telecommunication jacks to be used in all work area outlets. These connector assemblies shall snap into a faceplate.

Telecommunications Outlets

Provide additional accommodations for specific locations as noted in the plans for optical fiber and/or additional copper cables as necessary. Blank filler plate shall be installed when extra ports are not used. Dust caps/stuffer caps shall be provided on all modular jacks. Multiple jacks identified in close proximity on the drawings but not separated by a physical barrier may be combined in a single assembly.

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The contractor shall be responsible for determining the optimum compliant configuration based on the products proposed. The same orientation and positioning of jacks and connectors shall be utilized throughout the installation. Prior to the installation, the contractor shall submit the proposed configuration for each outlet assembly for review by Information Technology staff. The modular jack shall incorporate a printed label strip on the dust cap module for identification purposes. Printed labels shall be permanent and compliant with ANSI/TIA–606-C. Hand printed labels shall not be accepted.

Faceplates shall be UL listed and CSA certified. Constructed of high impact, ABS plastic UL 94V-0 construction (except where noted otherwise). Matched in color used for other utilities in the building or match the color of the raceway if installed in surface raceway. Easy to access for moves, adds, and changes by front removal of jack modules. Recessed designation windows to facilitate labeling and identification. Equipped with a clear plastic cover to protect labels in the designation window. Equipped with mounting screws located under recessed designation windows. ANSI/TIA-606-C work area labeling standard.

Voice and data jacks shall be 8-position, 8-conductor (8P8C) modular jacks and shall be minimum category 6a performance as defined by the references in this document including ANSI/TIA-568-C.2. All pair combinations must be considered, with the worst-case measurement being the basis for compliance.

Modular jack performance shall be third-party verified by a nationally recognized independent testing laboratory. The modular jack shall be backwards compatible to category 3, 5, and 5e. The modular jack shall be center tuned to category 6a test specifications.

Wireless Infrastructure and Support

Wireless access point installation locations shall be documented on plans. Each wireless access point shall have Category 6A wiring pulled back to the floor's MDA or IDA. Communication outlets designated for Wireless Access Points may be mounted inside drop ceilings but shall follow all termination and labeling standards. Access Point Hardware shall be mounted on the interior surface of the room wall, ceiling, or ceiling tile grid.

Removal of Wiring

MCIT shall be consulted before removal of telephone, communications wire and equipment, i.e., when office walls partitions are relocated. All wiring must be removed all the way back to the cross-connect source. If a run is planned to be re-used, it must have sufficient length to be re-terminated properly at the communication outlet without splicing. The wire can be temporarily coiled up out of the way of construction until it is ready to be re-used. Re-used runs mused be verified to have proper labeling. Abandoned Ethernet cabling shall be removed and disposed of in compliance with NEC 800.25 and NFPA 70, article 645.5(G), cables that are not in use must berernoved, unless they are terminated and contained in a cable raceway.

Removal of Cameras

If pre-existing cameras are not being used with a new surveillance system or being replaced, and their mounted locations are not to be reused hence nullifying the exterior box or mount, then proper steps shall be taken to seal or close the mounting box/housing after removal of the obsolete camera. For the intent to protect the inside from weather elements and possible future reuse.

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All replaced NVR systems and surveillance cameras shall be returned to MCIT for decommissioning and disposal.

All abandoned Ethernet cabling shall be removed to be in compliance with NEC Article 800.25 "Abandoned Communications Cable".

All removed cabling shall be disposed of by the vendor.

Drop Ceilings

A cable wire tray may be placed above drop ceilings with minimum three-quarter inch (3/4") communication outlet conduits stubbed to the cable tray from individual room outlets. This tray will provide a path back to the MDA or IDA. The cable wire tray will have a maximum of 8-inch (8") spacing between cable supports. Width of the tray to be determined by the quantity of cables in the tray, and projected growth. Cable trays and conduits must be properly grounded. All NEC codes for grounding of cable trays shall be adhered to.

Cabling Specifications

The following cable Specifications are to be used as the minimum cabling requirement. Substitutes or any non-specified cable types must be approved in writing by the MCIT before purchasing.

PoE Injectors

Power over Ethernet injectors or mid-spans if needed, shall be installed and secured at MDA/IDA telecom closet.

Labeling

All the information to label wall plates, horizontal cabling, patch panels and cross-connects shall be included in Information Technology cable management records. The naming and labeling conventions in this section identify specific methods of implementing ANSI/EIA/TIA-606-C Standard.

Each character in the identifier represents a key piece of information. The 606-C Standard allows administrative flexibility to accommodate variations in naming conventions format and is compatible with the requirements of the ISO/IEC TR14763-2-1. Renovation construction may use pre-existing labeling to keep consistency at the sole discretion and determination of MCIT.

When required, jack locations are identified upon entering each room through its main entrance and sequentially numbering them, 1, 2, n, from left to right (clockwise), and vertically from top to bottom, around the room. Each jack position on every wall plate is also labeled with the corresponding color, for example, W, B, (white, blue), left to right, then top to bottom. Room identifiers can be 3 or 4 character unique alphanumeric designators (i.e., 103, 206, B09) within the building (first character matching floor identifier, i.e. 1st floor, 2nd floor, Basement, respective to these examples). Renovation construction may use pre-existing labeling to keep consistency.

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Wall Plate Labeling

Each room's Data, Telephone, and Audio/Visual wall plates are to be labeled to show the horizontal link identifier. This consists of the originating telecommunications space (TS), rack and patch panel port where the link originates. MCIT also requires the work area identifier, wall plate, and jack identifier be labeled where the horizontal link is terminated. These are mandatory data elements to be included in infrastructure records. See ANSI/EIA/TIA-606-C. Renovation construction may use pre-existing labeling to keep consistency at the sole discretion and determination of MCIT.

Multi-Floor Patch Panel Port labeling

The Marion County data port labeling represents the originating IDA identifier, the originating patch panel and port number, room's data Jack and Port location, the destination floor/room identifier. For instance, the label "202-F:41-04-206T" would identify IDA room 202(if multiple floors), Rack F, Rack Unit of patch panel followed by port 04, corresponding with jack location/position 04 in room 206T. Note that room identifiers typically use the first character(s) position to specify floor(s). NOTE: Renovation construction may use pre-existing labeling to keep consistency at the sole discretion and determination of IT.

- One to two numeric characters designating jack location within the work space
- One alpha character to represent the jack position within the wall plate
- One to four alphanumeric characters to uniquely identify the work space

Documentation

Upon completion, the documentation must be provided by the vendor to MCIT. It must contain two hard copies and a digital copy of:

All equipment manuals, software, license keys, and warranty details.

'As Built' system drawings.

A complete list of equipment with the location. The list will include the manufacturer, model, description, serial number, passwords, MAC address, and IP address.

All configuration and program files of the equipment.

Inspection and Testing

All initial installation and modifications to cable paths, backbone cabling, cross-connects, horizontal wiring, termination and testing is to be documented in accordance with ANSI/TIA/EIA 606A standards. Information Technology shall be furnished documentation and as-built drawings in electronic and printed form for large projects and installations. Information Technology shall maintain this documentation for modifications and small projects.

As-Built Drawings

Drawings are to include cable routes and outlet locations. Outlet locations shall be identified by their sequential number as defined elsewhere in this document. Numbering, icons, and drawing conventions used shall be consistent throughout all documentation provided. Information Technology staff will provide floor plans when available in paper and/or electronic formats on which as-built construction information can be added. Contractors shall annotate the base drawings and return a hard copy and electronic form.

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Cable Plant Records

All cable and station wiring that is to be connected to, or disconnected from, the Marion County network infrastructure must be reported to MCIT for approval. This information must be submitted and tracked so that accurate infrastructure records can be maintained.

Quality Control

Vendor shall clean up any debris or trash created in the process of installing the cabling and equipment, as well as removing abandoned cabling and equipment.

MCIT will perform a quality control (QC) inspection with vendor post-installation of system. Any QC items out of specification shall be addressed and/or remedied by the vendor to meet MCIT requirements before signing off on project.

Operational Training

The vendor must provide training to the MCIT and the end-user on the installed system. This training session is to take place at the final handover stage of the project. The duration of training will vary depending on the size of the project.

Warranty, Service Support

The integrator, for the period of twelve (12) months from the date of delivery of services guarantees all parts and equipment, manufactured or supplied, against all defects which are due to defective materials, faulty design, poor workmanship, or defective equipment.

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Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19829 **Agenda Date:** 8/5/2025 **Agenda No.:** 7.4.10.

SUBJECT:
Request Approval of Task Order for Engineering Design Support Services: 20Q-074-TO-41 SW 49th North Phase - Water Main Extension - Kimley-Horn and Associates, Inc., Ocala, FL (Budget Impact - Neutral; expenditure of $94,420)

INITIATOR:
Susan Olsen, Director

DEPARTMENT:
Procurement Services

DESCRIPTION/BACKGROUND:
On July 21, 2020, the Board approved contracts with five firms to provide Utilities Engineering Design Support Services for Marion County. Under this agreement, Marion County Utilities (MCU) has assigned Kimley-Horn and Associates, Inc. (KHA) to provide engineering consulting services for the SW 49th Avenue North - 2-lane divided road project. This project involves widening SW 49th Avenue from two lanes to four lanes between Marion Oaks Trail and SW 95th Street, including utility-related improvements.

As part of the project, KHA will prepare typical section layouts at the 30% roadway design stage, draft the utility plans, prepare the final utility plans, secure permits from the Florida Department of Environmental Protection, and assist with the bidding process of the Marion Oaks Manor project North on SW 49th to CR 42.

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

BUDGET/IMPACT:
Neutral; expenditure of $94,420. Funding for this project is from ZF448536-563102 (Marion County Utility Fund), Project UTC000214

RECOMMENDED ACTION:
Motion to approve the recommendation and authorize staff to release the purchase order to Kimley-Horn and Associates, Inc. under 20Q-074.

Kimley»Horn

TASK ORDER NUMBER 26

Describing a specific agreement between Kimley-Horn and Associates, Inc. ("Kimley-Horn") and Marion County Utilities, C/O Marion County, a political subdivision of the State of Florida ("MCU" or "Client") in accordance with the terms of the Master Agreement for Utilities Engineering Design Support Services #20Q-074 dated July 21, 2020, which is incorporated herein by reference.

Identification of Project:

Project: SW 49th North Phase – Water Main Extension Design

Client: Marion County Utilities

Project Manager: Daniel M. DaGraça, P.E.

Client Manager: Alan J. Garri, P.E.

Project Understanding:

Under a separate agreement with Marion County (the "County"), Kimley-Horn is providing engineering consulting services for the SW 49th Avenue North – 2 Lane Divided Road project. The Project consists of the widening of SW 49th Avenue from two lanes to four lanes between Marion Oaks Trail and SW 95th Street. Marion County Utilities ("MCU") would like to include utility-related improvements as part of this roadway project. See attached Exhibit A for the Project area.

1. The proposed work includes preparing Utility Plans to be included as part of the roadway plan set and bid documents. The Utility Plans will be complete and detailed to provide sufficient information for construction, including separate water main plan and profile views. Quantities and bid items will be included on the Opinion of Probable Construction Cost.

2. The scope of the utility design will be based on email direction received from MCU on July 23, 2024. MCU determined that the plans will encompass approximately 17,000 Linear Feet (LF) of 16-inch water main (WM). Limits for the Utility Plans will begin at a point 300 LF north of Marion Oaks Trail (at the existing water main northern terminus) and extend north to a point approximately 500 LF south of SW 95th Street.

3. An existing 10" water main is currently located along the western right-of-way line, north of Florida's Greenway. This 10" water main is to be replaced by this project and will be placed out of service. Existing connections will be reestablished to the new 16" water main to facilitate continued service. Full details of these connections will be included in the plans for this project.

4. MCU will provide all data relevant to any existing water lines and other County utilities within the project area, including GIS files, as-built files, locations, sizes, and depths of any connections to or crossings of any existing County utilities by proposed storm pipe or utility lines. All water main modifications associated with the demolition of existing homes by Marion County will be addressed by others.

5. A geotechnical report and survey information provided by Marion County as part of the roadway project will be used for the utility design.

6. Hydraulic modeling is not included as part of this agreement.

FOR REVIEW

Scope of Services:

Task 1 – Preparation of 30% Typical Section Layout

A. Kimley-Horn will prepare typical section layouts at the 30% roadway design stage to show the location of the proposed water main. The proposed water main will be depicted on the 30% roadway typical sections. Kimley-Horn will submit the typical section layouts to the County for review and coordination.

Task 2 – Preparation of Draft Utility Plans

A. Kimley-Horn will prepare draft Utility Plans to include necessary plan sheets, notes, and details to generally include the following:

1) General Notes

2) Water Main Plan and Profile

3) Detail Sheets

B. Kimley-Horn will prepare an opinion of probable construction cost (OPC) and include this with the draft plans submittal to the County.

1) The County acknowledges that Kimley-Horn has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable construction costs will be based on the information known to Kimley-Horn at the time and represent only Kimley-Horn's judgment as a design professional familiar with the construction industry. Kimley-Horn cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

Task 3 – Preparation of Final Utility Plans

A. Kimley-Horn will review, coordinate, and prepare responses to County's draft plans comments.

B. Kimley-Horn will prepare the Final Utility Construction Plans.

C. Kimley-Horn will update the OPC for the Final Plans submittal.

1) The County acknowledges that Kimley-Horn has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable construction costs will be based on the information known to Kimley-Horn at the time and represent only Kimley-Horn's judgment as a design professional familiar with the construction industry. Kimley-Horn cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

FOR REVIEW

Task 4 – Permitting

A. Upon approval of Plans from the County, Kimley-Horn will prepare a Florida Department of Environmental Protection (FDEP) "Notice of Intent to use the general permit for construction of water main extensions" application as required for the water main construction. The County shall provide the required application fee. This task includes responding to requests for additional information to a level of effort allocated in Table A.

Task 5 – Bidding Assistance

A. Kimley-Horn will provide electronic file versions of the plans in digital and PDF format to the County for bidding purposes. In addition, digitally signed and sealed sets of plans will be provided in 11" x 17" size format. Kimley-Horn will prepare a final bid form that lists all anticipated pay items with corresponding estimated quantities for the County's use in preparing the bid documents. Kimley-Horn will review Special Provisions provided by the County and provide comments as necessary. The actual bid documents, posting the bid for potential bidders, and administration of the bid process will be handled by the County.

B. Kimley-Horn will answer only those bidder questions that require additional design info above and beyond that provided in the plans. Marion County staff and Marion County Procurement Services Department will be responsible for answering questions covered within the plans and specifications and issuing addenda to the Bidders of Record.

C. Kimley-Horn will attend the pre-bid conference and assist the County in answering questions during the conference.

D. Kimley-Horn will review the bid tabulations provided by the County and provide comments as necessary.

FOR REVIEW

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 complete Final Utility Plans to align with the Roadway Final Plans completion date.

Fee

Kimley-Horn will complete Tasks 1-5 for the lump sum fees detailed below. A cost estimate for services is provided in Table A.

Task Description	*Lump Sum Fee*
Task 1 – Preparation of 30% Typical Section Layouts	$5,770.00
Task 2 – Preparation of Draft Utility Plans	$60,295.00
Task 3 – Preparation of Final Utility Plans	$16,515.00
Task 4 – Permitting	$2,450.00
Task 5 – Bidding Assistance	$9,390.00
Total	***$94,420.00***

Attachments: TABLE A – Cost Estimate for Service

MARION COUNTY UTILITIES

BY: _____

TITLE: _____

DATE: _____

KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____
Richard Busche, P.E. – Senior Vice President

BY: _____
Alan J. Garri, P.E. – Client Manager

DATE: April 23, 2025

FOR REVIEW


EXISTING 12" WM IN CONFLICT WITH ROADWAY WIDENING TO BE REMOVED.
BEGIN PROJECT CONNECT TO EXISTING 16" WM
END PROJECT CONNECT TO EXISTING 12" WM
SW 191st Ave Rd
Florida Rail 49th Ave Railroad
Palm Oaks Rd
Seminole County Railroad
Florida Rail Superintendent Railroad
SR 9

Kimley»Horn

TABLE A
COST ESTIMATE FOR SERVICES

PROJECT: SW 49TH NORTH PHASE - WATER MAIN EXTENSION
CLIENT: MARION COUNTY OFFICE OF THE COUNTY ENGINEER
KH PM: DANIEL DAGRACA, P.E.
BASIS FOR ESTIMATE: COUNTY-APPROVED HOURLY RATES, RFQ 20Q-074

SHEET: 1 of 1
DATE: 2025-4

		DIRECT LABOR (MAN-HOURS)								
		Principal Engineer	Sr. Professional Engineer	Project Manager	Project Engineer / Engineer III	Engineer Intern / Engineer I	Sr. CADD Designer	LABOR HOURS	SUB ($)	LABOR TOTAL
TASK ID	TASK DESCRIPTION	$200.00	$185.00	$165.00	$140.00	$95.00	$95.00			
1	TYPICAL SECTION LAYOUT (30%)	2	4	4	8	10	20	48		$ 5,770
2	DRAFT UTILITY PLANS		12	25	80	120	330	567		$ 60,295
3	FINAL UTILITY PLANS		8	12	22	45	60	147		$ 16,515
4	PERMITTING		2		4	16		22		$ 2,450
5	BIDDING ASSISTANCE	2	4	10	20	40		76		$ 9,390
	TOTALS:	4	30	51	134	231	410	860		$ 94,420.00
									GRAND TOTAL:	**$ 94,420.00**

FOR REVIEW

Marion Oaks Trail
Liberty Community Park
SW 49th Street Rd
Publix Super Market at Cherrywood Market
SW 95th St
EXISTING 12" WM IN CONFLICT WITH ROADWAY WIDENING TO BE REMOVED.
SW 49th Ave Rd
Florida Trail 49th Ave Trailhead
BEGIN PROJECT CONNECT TO EXISTING 16" WM
END PROJECT CONNECT TO EXISTING 12" WM
S
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W
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42
484
75
326
441
301
200
27
441
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326
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301
200
27

Marion County
Board of County Commissioners

MODIFICATION OF AGREEMENT WITH MARION COUNTY ("COUNTY")

AGREEMENT NUMBER/TITLE: 20Q-074-CA-03 Utilities Engineering Design Support Services

MODIFICATION NUMBER: 3 MODIFICATION EFFECTIVE DATE: July 31, 2024

DESCRIPTION OF MODIFICATION:

1. This modification renews the Agreement for one)1) year, effective through July 31, 2025.
2. All provisions of the Agreement not specifically modified herein shall remain in full force and effect.

NOTE! All provisions of the Agreement not specifically modified herein shall remain in full force and effect.

ISSUED BY: Marion County Board of County Commissioners
Procurement Services
2631 SE Third St.
Ocala, FL 34471

PCA/BUYER: CALEY CONARD
E-MAIL: caley.conard@marionfl.org
PHONE: 352-671-8647

FIRM NAME: Kimley-Horn and Associates, Inc.
ADDRESS: ~~101 E. Silver Springs Blvd., Sutie 400, Ocala, FL 34470~~ 1700 SE 17th Street, Suite 200, Ocala, FL 34471
ATTN: Alan J. Garri, P.E. - Alan.Garri@kimley-horn.com

INSTRUCTIONS: Please sign Signature Block showing acceptance of the above written modification and return thisform to Procurement Services within five (5) days after receipt. Once fully executed, a copy of this modification will be returned to you to be attached to the original agreement.

MARION COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

Michelle Stone 9/4/2024
MICHELLE STONE DATE
CHAIR

ATTEST:
9/4/2024
GREGORY C. HARRELL DATE
MARION COUNTY CLERK OF THE COURT

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

for: MATTHEW G. MINTER
MARION COUNTY ATTORNEY

COMPANY NAME:
Kimley-Horn and Associates, Inc.

9.4.24
BY: DATE

PRINTED NAME: Richard V. Busche, P.E.
Sr. Vice President
Kimley-Horn and Associates, Inc.

ITS:

COPY

Marion County
Board of County Commissioners

MODIFICATION OF AGREEMENT WITH MARION COUNTY ("COUNTY")

AGREEMENT NUMBER/TITLE: 20Q-074-CA-02 Utilities Engineering Design Support Services

MODIFICATION NUMBER: 2 MODIFICATION EFFECTIVE DATE: July 31, 2023

DESCRIPTION OF MODIFICATION:

1. This modification renews the Agreement for One (1) year, effective through July 31, 2024.
2. All provisions of the Agreement not specifically modified herein shall remain in full force and effect.

ISSUED BY: Marion County Board of County Commissioners
Procurement Services
2631 SE Third St.
Ocala, FL 34471

PCA/BUYER: DEANN BROYLES
E-MAIL: deann.broyles@marionfl.org
PHONE: 352-671-8658

FIRM NAME: Kimley-Horn and Associates, Inc.
ADDRESS: 1700 SE 17th Street, Suite 200, Ocala, FL 34471
ATTN: Alan J. Garri, PE - Alan.Garri@kimley-horn.com

INSTRUCTIONS: Please sign Signature Block showing acceptance of the above written modification and return thisform to Procurement Services within five (5) days after receipt. Once fully executed, a copy of this modification will be returned to you to be attached to the original agreement.

MARION COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

7/18/2023
CRAIG CURRY DATE
CHAIRMAN

ATTEST:

7/18/2023
GREGORY C. HARRELL DATE
MARION COUNTY CLERK OF THE COURT

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

p.p. R Ward
MATTHEW G. MINTER
MARION COUNTY ATTORNEY

COMPANY NAME:
Kimley-Horn and Associates, Inc.

8/3/2023
BY: DATE
Amber Gartner
PRINTED NAME
Vice President
ITS:

COPY

Marion County
Board of County Commissioners

MODIFICATION OF AGREEMENT WITH MARION COUNTY ("COUNTY")

AGREEMENT NUMBER/TITLE: 20Q-074 Utilities Engineering Design Support Services

MODIFICATION NUMBER: 1 MODIFICATION EFFECTIVE DATE: February 2, 2021

DESCRIPTION OF MODIFICATION:

Language revisions, replacements and additions to conform with current Florida Statutes.

This Modification and the changes/additions reflected on Exhibit A hereto shall be deemed to amend and become part of the Agreement in accordance with Project 20Q-074 and shall remain in full force and effect until the completion of all services required of FIRM under the Agreement. All provisions of the Agreement not specifically amended herein shall remain in full force and effect.

ISSUED BY: Marion County Board of County Commissioners
Procurement Services
2631 SE Third St.
Ocala, FL 34471

PCA/BUYER: SHARI CHINEVERE
E-MAIL: shari.chinevere@marioncountyfl.org
PHONE: 352-671-8648

NAME: Kimley-Horn and Associates, Inc.
ADDRESS: 101 E. Silver Springs Blvd., Suite 400, Ocala, FL 34470
ATTN: Lewis Bryant - lewis.bryant@kimley-horn.com

INSTRUCTIONS: FIRM shall sign Signature Block showing acceptance of the above written modification and return this form to Procurement Services within five (5) days after receipt. Once fully executed, a copy of this modification will be returned to FIRM to attach to the original agreement.

MARION COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

2/2/2021
JEFF GOLD DATE
CHAIRMAN

ATTEST:

2/2/2021
GREGORY C. HARRELL DATE
MARION COUNTY CLERK OF THE COURT

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

for MATTHEW G. MINTER
MARION COUNTY ATTORNEY

COMPANY NAME:
Kimley-Horn and Associates, Inc.

2/4/2021
BY: DATE

Malcolm L. Bryant
PRINTED NAME

Vice President
ITS:

COPY

20Q-074-CA-01
Utilities Engineering Design Support Services
EXHIBIT A

1. **DEFINITIONS.**
   A. **Section '2'** of the Agreement is modified to include Purchase Orders in the definition of Contract Documents; to add that should any conflict arise between the Contract Documents and the Agreement, the terms of the Agreement shall govern.

2. **INDEMNIFICATION.**

A. **Design Professional.** FIRM represents that it is a design professional (as defined under Section 725.08, Florida Statutes) as it is an entity licensed by the State of Florida holding a current certificate of registration or is qualified under Chapter 481, Florida Statutes, to practice architecture or landscape architecture, under Chapter 472, Florida Statutes, to practice land surveying and mapping, or under Chapter 471, Florida Statutes, to practice engineering.

B. **Professional Services Contract.** If the Agreement is a "professional services contract" as defined under Section 725.08, F.S., as relating to the planning, design, construction, administration, study, evaluation, consulting or other professional and technical support services furnished in connection with any actual or proposed construction, improvement, alteration, repair, maintenance, operation, management, relocation, demolition, excavation, or other facility, land, air, water, or utility development or improvement, then **Section '12'** of the Agreement is deleted in its entirety and replaced with the following:

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.

3. **INSURANCE.**
   A. **Section '13'** of the Agreement requiring in part that the company issuing the required Certificate of Insurance have an A.M. Best Company rating of at least a B+ is modified solely to delete the words "at least a B+" and replace them with "at least an A-."

4. **EMPLOYEE ELIGIBILITY VERIFICATION.**

A. **Section '19'** of the Agreement regarding E-Verify is deleted in its entirety and replaced with the following:

Section 19 – E-Verify, pursuant to Section 448.095, F.S.

Section 448.095, Florida Statutes, requires FIRM to be registered and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits FIRM from entering into the Agreement unless it is in compliance therewith. Information provided by FIRM is subject to review for the most current version of the State or Federal policies at the time of the award of the Agreement.

1. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.
2. FIRM has agreed to perform in accordance with the requirements of this Section and agrees:

COPY

a. FIRM certifies and assures COUNTY that FIRM is currently in full compliance with Section 448.095, Florida Statutes and it is registered and uses the E-Verify System to verify work authorization status of all newly hired employees and will continue to do so throughout the Term. This certification and assurance is a material term on which COUNTY relies in entering into the Agreement.
b. COUNTY shall immediately terminate the Agreement if COUNTY has a good faith belief that FIRM has knowingly violated Section 448.09(1), Florida Statutes, that is, that FIRM knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
c. When FIRM enters into a contract with an employee, a contractor or a subcontractor, FIRM shall obtain from that contracting party ("Contracting Party") an affidavit stating that the Contracting Party does not employ, contract with, or subcontract with an unauthorized alien.
d. FIRM shall maintain a copy of such affidavit for the duration of the Agreement and provide it to COUNTY upon request.
e. FIRM shall immediately terminate the Contracting Party if FIRM has a good faith belief that the Contracting Party has knowingly violated Section 448.09(1), Florida Statutes, as set forth above.
f. If COUNTY has a good faith belief that FIRM's Contracting Party has knowingly violated Section 448.09(1), Florida Statutes, but that FIRM has otherwise complied, COUNTY shall promptly order FIRM to terminate the Contracting Party. FIRM agrees that upon such an order, FIRM shall immediately terminate the Contracting Party. FIRM agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate FIRM.
g. If COUNTY terminates the Agreement with FIRM, FIRM may not be awarded a public contract for a least one (1) year after the date of termination.
h. FIRM is liable for any additional costs incurred by COUNTY as a result of a termination under this Section.
i. Any such termination under this Section is not a breach of the Agreement and may not be considered as such.
j. FIRM shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
k. To comply with the terms of this Employment Eligibility Verification provision is made an express condition of the Agreement and COUNTY may treat a failure to comply as a material breach of the Agreement.

5. **SCRUTINIZED COMPANIES. Section '23'** of the Agreement regarding Scrutinized Companies is deleted in its entirety and replaced with the following:

Section 23 - Scrutinized Companies, pursuant to Section 287.135, F.S.

A. **Certification.**

1. If the Agreement is for One Million Dollars or more, FIRM certifies that at the time it submitted its bid or proposal for the Agreement or before entering into the Agreement or renewing same, FIRM was not then and is not now:
   a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or
   b. Engaged in business operations in Cuba or Syria.
2. If the Agreement is for any amount, FIRM certifies that at the time it submitted its bid or proposal for the Agreement or before entering into the Agreement or renewing same, FIRM was not then and is not now:
   a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
   b. Engaged in a boycott of Israel.

B. **Termination, Threshold Amount.** COUNTY may, entirely at its option, terminate the Agreement if it is for One Million Dollars or more and FIRM meets any of the following criteria.

COPY

1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and
2. FIRM is found to have:
   a. Submitted a false certification as provided under Section 287.135(5), F.S., or
   b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.

   OR
3. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and
4. FIRM is found to have:
   a. Met either prohibition set forth in Section "23(B)(2)" above or
   b. Been engaged in business operations in Cuba or Syria.

   OR
5. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and
6. FIRM is found to have:
   a. Met any prohibition set forth in Section "23(B)(4)" above or
   b. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.

   OR
7. Was entered into or renewed on or after July 1, 2018, and
8. FIRM is found to have met any prohibition set forth in Section "23(B)(4)" above.

C. **Termination, Any Amount.** COUNTY may, entirely at its option, terminate the Agreement if it is for any amount and meets any of the following criteria.
   1. Was entered into or renewed on or after July 1, 2018, and
   2. FIRM is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.

D. **Comply; Inoperative.** The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

6. **SOVEREIGN IMMUNITY. Adds Section '34'** to the Agreement with the following:

Section 34 – 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.

7. **ON-GOING COMPLIANCE. Adds Section '35'** to the Agreement with the following:

Section 35 – 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.

COPY

AGREEMENT BETWEEN COUNTY AND PROFESSIONAL SERVICES FIRM

This Agreement Between County and Professional Services Firm, (this "Agreement") made and entered into by and between Marion County, a political subdivision of the State of Florida, located at 601 SE 25th Ave, Ocala, FL 34471 (hereinafter referred to as "COUNTY") and **Kimley-Horn and Associates, Inc.**, located at 421 Fayetteville Street, Suite 600, Raleigh, NC 24501 whose mailing address is 101 E. Silver Springs Blvd., Suite 400, Ocala, FL 34470, possessing FEIN# 56-0885615 (hereinafter referred to as "FIRM") under seal for the Utilities Engineering Design Support 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, 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 Solicitation #20Q-074 - Utilities Engineering Design Support Services, the Offer, Scope and/or Specifications, any/all Addenda as issued in support of this Solicitation and any/all Exhibits defined herein, and Certificates of Insurance.

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 July 31, 2023. Two (2) additional annual renewals are available upon mutual agreement and approval by the Board. ("Term"). **TIME IS OF THE ESSENCE.** All limitations of time set forth in the Contract Documents are of the essence. Work associated with any Task Order may be presumed abandoned after ninety (90) days if FIRM terminates the Work without just cause or without proper notification to COUNTY, including the reason for termination, or fails to perform Work without just cause for ninety (90) consecutive days. All Work will proceed in a timely manner without delays.

Section 5 – Scope of Services. As per specifications and requirements of RFQ 20Q-074, 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 $25,000 shall be subject to a separate contract (Task Order Agreement); those which exceed $50,000 shall be additionally subject to final review and approval by the Board of County Commissioners (BCC). Task Orders will be in line with CCNA thresholds that are in effect at the time they are assigned. Smaller projects may be assigned a purchase order (PO) only, however a fee schedule and scope of work is required with each task assigned under this contract.

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Section 6 – Compensation. COUNTY shall make payment, (the "Agreement Price"), to FIRM under COUNTY's established procedure, and per the rate classification and hourly fee schedule identified below, upon completion of the Work.

Principal Engineer	$200	Landscape Architect	$95
Sr. Professional Engineer/ Sr. Project Engineer	$185	Sr. Inspector	$85
Project Engineer (registered) / Engineer III	$140	Inspector	$65
Staff Architect	$150	Field Services Technician	$45
Staff Environmental Engineer	$120	Principal (Sr.) CADD Designer	$95
Staff Construction Engineer	$115	CADD Designer	$85
Engineer Scientist / Engineer II	$115	CADD Tech. / GIS Specialist	$70
Engineer Intern / Engineer I	$95	Permit Coordinator	$40
Project Manager (Registered)	$165	Clerical	$45

There shall be no provisions for pricing adjustments during the Term. Not more frequently than monthly, unless otherwise agreed in writing by FIRM and COUNTY, shall FIRM submit an invoice to COUNTY requesting payment for services properly rendered and reimbursement for Reimbursable Expenses, if provided in the Contract Documents, due hereunder. FIRM's invoice shall describe with reasonable particularity each service rendered, the person(s) rendering the service, and their billing rate. FIRM's invoice shall be accompanied by reasonable documentation or data in support of Reimbursable Expenses for which reimbursement is sought as COUNTY may require. If payment is requested for services by FIRM, the invoice shall bear the signature of FIRM, which signature shall constitute FIRM's representation to COUNTY that the services indicated in the invoice have been properly and timely performed as required herein, that the Reimbursable Expenses included in the invoice have been reasonably incurred, that all the obligations of FIRM covered by prior invoices have been paid in full, and that, to the best of FIRM's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to FIRM that payment of any portion thereof should be withheld. Submission of FIRM's invoice for final payment and reimbursements shall further constitute FIRM's representation to COUNTY that, upon receipt from COUNTY of the amount invoiced, all obligations of FIRM to others, including its consultants, incurred in connection with the Project, will be paid in full forthwith.

Section 7 – Assignment. FIRM may not subcontract all or any part of this Agreement without written approval by COUNTY.

Section 8 – Laws, Permits, and Regulations. Prior to the performance of any Work hereunder, FIRM shall obtain and pay for all licenses and permits, as required, to perform the Work. FIRM shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the Work provided under this Agreement.

Section 9 – Amendments. This Agreement may only be amended by mutual written agreement of both Parties.

Section 10 – Books and Records. FIRM shall keep records of all transactions, including documentation accurately reflecting the time expended by FIRM and its personnel and records of Reimbursable Expenses. COUNTY shall have a right to request records from FIRM, and for those records to be made available within a reasonable timeframe depending on method of acquisition.

Section 11 – Public Records Compliance

A. IF FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

COPY

B. FIRM shall comply with public records laws, specifically:
   - Keep and maintain public records required by COUNTY to perform the Work;
   - Upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
   - Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of this Agreement if FIRM does not transfer the records to COUNTY; and,
   - Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of FIRM or keep and maintain public records required by COUNTY to perform the Work. If FIRM transfers all public records to COUNTY upon completion of this Agreement, FIRM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FIRM keeps and maintains public records upon the completion of this Agreement, FIRM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

C. If FIRM fails to provide the public records to COUNTY within a reasonable time, FIRM may be subject to penalties under Section 119.10 Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY.

Section 12 – Indemnification. 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 based on personal injury, bodily injury (including death) or property damages received or claimed to be received or sustained by any person or persons arising from or in connection with any negligent act or omission of FIRM or its employees, officers, or agents in performing the Work set forth herein. A bond for indemnification may be required.

Section 13 – Insurance. As applicable, during the period of Work, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to one half its annual aggregate. FIRM shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least B+. All policies must show the "Marion County, a political subdivision of the State of Florida" as an Additional Insured except for the workers compensation and professional liability policies. The COUNTY's Procurement Services Director should be shown as the Certificate Holder, and the Certificate should provide for 30-day cancellation notice to the Procurement Director's address, set forth herein, with policies for the following:

- **Business Auto Liability** with combined single limits of not less than $1,000,000 per occurrence and is to include bodily injury and property damage liability arising out of operation, maintenance or use of any auto, including owned, hired and non-owned automobiles.
- **Worker's Compensation** with statutory limits and employers liability limits of at least $1,000,000 each accident and $1,000,000 each employee and $1,000,000 policy limit for disease. COUNTY need not be named as an Additional Insured, but a "**subrogation waiver endorsement**" is required.
- **General Liability** with limits of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate. The policy must be maintained by FIRM for the duration of the Project. If the policy is written on a claims-made basis, FIRM must maintain the policy a minimum of 5 years following completion of the Project. "Marion County, a political subdivision of the State of Florida" must be shown as additional insured.

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- **Professional Liability** with limits of not less than $1,000,000 per occurrence and $2,000,000.00 annual aggregate. Higher limits may be required for projects valued in excess of $5,000,000. Projects $5,000,000 or more will need to be reviewed by COUNTY's Risk and Benefit Services Department to determine appropriate Professional Liability limits. The policy must be maintained by FIRM for the duration of the Project. If the policy is written on a claims-made basis, FIRM must maintain the policy for a minimum of 5 years following the completion of the Project.

Section 14 – Independent Contractor. In the performance of this Agreement, FIRM will be acting in the capacity of an "Independent Contractor" and not as an agent, employee, partner, joint venture, or associate of COUNTY. FIRM shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by FIRM in the full performance of this Agreement.

Section 15 – Default/Termination. In the event FIRM fails to comply with any of the provisions of this Agreement, COUNTY may terminate this Agreement for cause by first notifying FIRM in writing, specifying the nature of the default and providing FIRM with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, COUNTY thereafter may terminate this Agreement for cause upon written notice to FIRM without prejudice to COUNTY. In the event of termination of this Agreement for cause, COUNTY will then be responsible to compensate FIRM only for those services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to FIRM. In the event of termination of this Agreement without cause, COUNTY will compensate FIRM for all the work timely and satisfactorily performed pursuant to this Agreement up to and including the date of termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this Agreement. COUNTY shall have no further obligation to FIRM, other than to pay for services rendered prior to termination.

Section 16 – Damage to Property. FIRM shall be responsible for all material, equipment and supplies sold and delivered to COUNTY under this Agreement and until final inspection of the Work and acceptance thereof by COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed, or COUNTY property, buildings, or equipment is damaged during delivery or unloading, or in the course of the WORK prior to final inspection and acceptance, FIRM shall replace the same or be returned to original state without additional cost to COUNTY, as applicable.

Section 17 – Termination for Loss of Funding/Cancellation for Unappropriated Funds. The obligation of COUNTY for payment to FIRM is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 18 – Use of Other Contracts. COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or county governmental agencies, school board, community college/state university system, or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this solicitation/Agreement if it is in the best interest of COUNTY.

Section 19 – Employee Eligibility Verification. For those projects funded with State or Federal dollars, COUNTY will adhere to the practices set forth under the e-verification system, which is outlined in the clauses below. 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 Agreement, FIRM has agreed to perform in accordance with these requirements and agrees:

A. To enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program.
B. To provide to COUNTY, within thirty (30) days of the effective date of this Agreement, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile"

COPY

screen, which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).

C. To require each subcontractor that performs services under this Agreement to enroll and participate in the E-Verify Program within ninety (90) days of the effective date of this Agreement or within ninety (90) days of the effective date of the contract between FIRM and the subcontractor, whichever is later. FIRM shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to COUNTY upon request.

D. To maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to COUNTY or other authorized state entity consistent with the terms of the Memorandum of Understanding.

E. To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Agreement.

Section 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. Scrutinized Companies Lists: If the Agreement exceeds $1,000,000.00 in total, not including renewal years, the Firm certifies they are not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.473, F.S. and 215.4725, F.S. Pursuant to Sections 287.135(5), F.S. , and 287.135(3), F.S., the Firm agrees County may immediately terminate the Agreement for cause if the Firm is found to have submitted a false certification, or if the Firm is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the term of this Agreement.

COPY

Section 24 – Authority to Obligate. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and bind and obligate such Party with respect to all provisions contained in this Agreement.

Section 25 - FIRM's Basic Duties. By executing this Agreement, FIRM represents to COUNTY that FIRM is professionally qualified to act in the professional capacity for the Project and is licensed to practice by all public entities having jurisdiction over FIRM and the Project. FIRM further represents to COUNTY that it will maintain all necessary licenses, permits or other authorizations necessary to act as the professional representative for the Project until its remaining duties hereunder have been satisfied. FIRM assumes full responsibility to COUNTY for the improper acts and omissions of its consultants or others employed or retained by FIRM in connection with the Project. Execution of this Agreement by FIRM constitutes a representation that it will become familiar with the Project site and the local conditions under which the Project is to be implemented.

Section 26 - Bidding/Negotiation Services. FIRM shall assist COUNTY or Construction Manager in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction. Services performed in this phase include reviewing agency submittals and review for permitting.

Section 27 - Construction Administration Services. As a representative of COUNTY, FIRM in conjunction with COUNTY's project management team shall visit the Project site at intervals appropriate to the stage of the FIRM's operations, or as otherwise agreed with COUNTY to become generally familiar with and to keep COUNTY informed about the progress and quality of the portion of the Work completed. FIRM shall determine in general if the Work is being performed in a manner that would indicate that the Work, when fully completed, will be in accordance with this Agreement.

Section 28 - COUNTY's Right to Withhold Payment. In the event that COUNTY in its sole judgment becomes credibly informed that any representations of FIRM are wholly or partially inaccurate, COUNTY may withhold payment of sums then or in the future equal to the amount of the inaccuracy, otherwise due to FIRM until the inaccuracy, and the cause thereof, is corrected to COUNTY's reasonable satisfaction.

Section 29 - Use and Ownership of Documents. The drawings, specifications and other documents or things prepared by FIRM for the Project shall become and be the sole property of COUNTY. FIRM shall be permitted to retain copies thereof for its records and for its future professional endeavors. Such drawings, specifications, and other documents or things are not intended by FIRM for use on other projects by COUNTY or others. COUNTY shall not reuse or make any modifications to the drawings, specifications, and other documents without prior written authorization of FIRM.

Section 30 – Firm Conduct: These Guidelines govern FIRM while doing work on COUNTY property, as well as FIRM's employees, agents, consultants, and others on COUNTY property in connection with the FIRM's work or at the FIRM's express or implied invitation.

- **Courtesy and Respect:** COUNTY is a diverse government institution and it is critical that FIRM and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
- **Language and Behavior:** FIRM and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY property is not permitted under any circumstance.
- **No Weapons, Alcohol, or Drugs**: The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by FIRM or its employees is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.

COPY

- **Smoking**: FIRM and its employees are not permitted to smoke in or near any COUNTY buildings.
- **Fraternization**: FIRM and its employees may not fraternize or socialize with COUNTY staff.
- **Appearance**: FIRM and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.

FIRM is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, FIRM will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY property and prohibited actions could result in the immediate termination of any or all of FIRM's contracts with COUNTY.

Section 31 – 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.
101 E. Silver Springs Blvd., Suite 400, Ocala, FL 34470
CONTACT PERSON: Lewis Bryant | 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@marioncountyfl.org. If FIRM agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with accepting notices solely by e-mail, FIRM may designate up to two (2) e-mail addresses: lewis.bryant@kimley-horn.com and trey.clayton@kimley-horn.com. Designation signifies CONTRACTOR's election to accept notices solely by e-mail.

Section 32 – Law, Venue, Waiver of Jury Trial, Attorney's Fees. This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County, Florida, (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial, (3) the prevailing party shall be entitled to recover all of its costs, including attorney fees.

Section 33 – 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**

COPY

IN WITNESS WHEREOF the Parties have entered into this Agreement, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

7/21/2020

DAVID R. ELLSPERMANN, DATE
CLERK OF COURT

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

for 8/12/2020

MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

WITNESS:

SIGNATURE
CARA ELLIOTT
PRINTED NAME

WITNESS:

SIGNATURE
Stacy Boney
PRINTED NAME

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA

Kathy Bryant 7/21/2020

KATHY BRYANT DATE
CHAIRMAN

BCC APPROVED: July 21, 2020
20Q-074 | Utilities Engineering Design Support Services

KIMLEY-HORN AND ASSOCIATES, INC.

7/27/2020

BY: DATE
Malcolm L. Bryant
PRINTED:
Vice President
ITS: (TITLE)

COPY

RFQ 20Q-074
Utilities Engineering and Design Support Services
SCOPE OF WORK

Qualified engineering firms shall provide design support and consulting services, on an as-needed basis. It is the intent to award Firms a three (3) year initial term contract, with up to two (2) conditional and optional renewals of one (1) year each; total contract term shall not exceed five (5) years. Services may include but are not limited to:

- Hydraulic Modeling
- Pipeline Design
- Pump Station Design
- Utilities Construction Engineering Inspection Services
- Utility infrastructure condition assessment (pipelines, pump stations, etc.)
- FDEP, County, Water Management District, and other Utility-Related Permitting
- Wastewater Facility Operating Permit Renewals
- Preliminary Planning and Design of Water Treatment Plants
- Preliminary Planning and Design of Wastewater Treatment Plants
- Other General Utilities Engineering Services Support (review shop drawings, attend project status review meetings, approve Change Orders, pay applications, etc.)

Contracted firms will be subject to pairing with existing MCU-contracted firms for sub-consultant or subcontractor services in MCU's best interests, and at MCU's direction which may include: survey, geotechnical, electrical and instrumentation, SCADA, or other. Pre-existing contract services and rates will precede any sub-consultant the Firm may propose in its submittal; however Firms are invited to identify all professional support used to develop its qualifications package.

COPY

Kimley»Horn

Certificate of Secretary

To Whom It May Concern:

I am the duly qualified and acting Secretary of Kimley-Horn and Associates, Inc., a North Carolina Corporation.

The following is a true copy of a resolution duly adopted by the Board of Directors of the corporation at the Board meeting held on December 17, 2019 and entered in the minutes of such meeting in the minute book of the corporation.

"The Board unanimously approved the contract signing authority of employees as presented."
(Copies of the employee lists as presented are enclosed.)

The resolution is in conformity with the articles of incorporation and bylaws of the corporation, has never been modified or repealed, and is now in full force and effect.

Dated: July 27, 2020

Richard N. Cook, Secretary

(corporate seal)

KIMLEY-HORN AND ASSOCIATES, INC. CORPORATE SEAL N.C.

COPY

Kimley-Horn and Associates, Inc.
FULL CONTRACT SIGNING AUTHORITY
December 17, 2019

ATLANTIC

BALTIMORE
Falk, Katherine W.
Kraft, Jonathan H.

HOBOKEN
Gibson, Adam T.

NEWPORT NEWS
Collins, Carroll E.

NORTHERN VIRGINIA
Byrd, Michael N.
Carter, Erica V.
Elman, Paul D.
Giffin, Geoffrey D.
Hall, Lori A.
Kauppila, John L.
Lefton, Steven E.
Martin, Robert J.
Musson, David B.
Sauro, Thomas J.
Stevens, Ross S.
Whyte, Richard D.

PHILADELPHIA
Hughes, Paul W.

PRINCETON
Diggan, Tony W.

RICHMOND
Brewer, Brian J.
Harmon, Amanda R.
Hill, Corey
Lickliter, Ashley C.
McPeters, Brian A.
Musarra, Salvatore J.
White, Timothy E.

VIRGINIA BEACH
Chambers, Jon S.
Crum, Katie E.
France, William D.
Holland, Kimberly R.
Jucksch, Rebecca R.
Mackey, William F.
Marscheider, Edward A.
Mertig, Karl E.
Miller Edward W.
Royal, Jack R.
Votava Charles F.

WHITE PLAINS
Canning, Thomas J.
Van Hise, Kevin

CALIFORNIA

LOS ANGELES
Blume, Robert D.
Fares, Jean B.
Kerry, Nicole M.
Kyle, Gregory S
Phaneuf, Alyssa S.

OAKLAND
Akwabi, Kwasi
Dankberg, Adam J.

ORANGE
Adrian, Darren J.
Gillis, Brian R.
Matson, Jason B.
Melchor, Jason J.
Melvin, M. Pearse
Phillips, Chad E.

PLEASANTON
Dean, Felicia C.
Durrenberger, Randal R.
Mowery, Michael C.
Sowers, Brian E.

SACRAMENTO
Melvin, Enda
Pittalwala, Fareed S.
Weir, Matthew D.

SAN DIEGO
Barlow, Matthew T.
Espelet, Leonardo E.
Harry, Jennifer L.
Kaltsas, Joseph D.
Knapton, Michael J.
Landaal, Dennis J.
McCormick, Matthew B.
McWhorter, Samuel L.
Podegracz, Anthony J.
Ross, Michael S.

SAN JOSE
Hedayat, Leyla
Meyerhofer, Peter N.
Venter Frederik J.

FLORIDA

BOCA-DELRAY
Spruce, Michael D.
Webber, Jason A.

FORT LAUDERDALE
Alam, Mudassar M.
Capelli, Jill A.
Falce, Christopher T.
McWilliams, John J.
Ratay, Gary R.
Robertson, Stewart E.

FORT MYERS
Wicks, Amy N.

JACKSONVILLE
Brenny, Martin T.
Mecca, Joseph P.
Roland, George E.

LAKELAND
Bulloch, Kelly B.
Lewis, Jason A.
Wilson, Mark E.

MIAMI
Baldo, Burt L.
Buchler, Aaron E.
Campbell, David C.
Collier, Julio A.
Fernandez, Jorge L.

OCALA
● Bryant, M. Lewis ●
Busche, Richard V.

ORLANDO
Chau, Hao T.
Jackson, Jay R.
Martin, Jonathan A.
Mingonet, Milton S.
Thigpen, Jonathan D.
White, Wayne E.

SARASOTA
Klepper, B. Kelley
Nadeau, Gary J.
Pankonin, James R.
Schmid, Seth E.

ST. PETERSBURG
Dodge, Dawn M.

TALLAHASSEE
Barr, Richard R.
Sewell, Jon S.
Wetherell, Ryan S.

TAMPA
Gilner, Scott W.
Lee, Nathan Q.

VERO BEACH
Cave, Derrick B.
Dalton, Edward T.
Good, Brian A.
Peed, Brooks H.
Roberson, Kevin M.
Stephens, Britt L.
Thomas, Melibe S.

WEST PALM BEACH
Atz, John C.
Barnes, R. Russell
Heggen, Christopher W.
Mufleh, Marwan H.
Rapp, Bryan T.
Schanen, Kevin M.
Schwartz, Michael F.
Sumislaski, James M.
Walthall, David W.

MID-WEST

CHICAGO DOWNTOWN
Dvorak, Jr., William E.
Marnell, Colleen L.
Morton, Jr., Arthur J.
West, Craig L.

CHICAGO SUBURBAN
Antony, Dean M.
Heinen, Andrew N.
Sjogren, Timothy

COLUMBUS
Muller, Justin M.

INDIANAPOLIS
Butz, Jr., William A.

TWIN CITIES
Bishop, Mark C.
Coyle, Daniel J.
Danielson, Paul B.
Henderson, Benjamin J.
Horn, Jon B.
Leverett, Christopher C.
Matzek, William D.
Williamson, Sarah T.

MOUNTAIN

DENVER
Colvin, Scott W.
Krell, Gabriel M.
Phelps, Randall J.
Rowe, Curtis D.
Salvagio, Robin
Turner, Meaghan M.
Valentine, Brian W.
Wilhelm, William R.

LAS VEGAS
Ackeret, Kenneth W.
Colety, Michael D.
Moles, Richard A.

MESA
Grandy, Michael L.
Margetts, Sterling T.
Walnum, Nathan C.

PHOENIX
Conrad, John R.
Hermann, Michael J.
Kimm, Kevin J.
Kissinger, John C.
Leistiko, David J.
Mutti, Brent H.
Noon, Lisa K.
Omais, Ahmad A.
Perillo, Adam C.
Purtle, Vicki L.
Schiller, Michael G.
Smalkoski, Brian R.
Williams, Laura J.

RENO
O'Brien, Molly M.

SALT LAKE CITY
Johnson, Zachary A.

TUCSON
Crowther, Brent C.

SOUTHEAST

ALPHARETTA
Fanney, Lawson H.
Hamilton, James R.
James, Alvin B.
Walker, John D.
Webb, Floyd C.

ATLANTA
Newton, Gary T.
Rushing, Michael L.

ATLANTA MIDTOWN
Bosman, Eric S.
Fink, Kenneth L.
Johnston, Sean P.
Montanye, Emmeline F.
Ross, Robert A.
Stricklin, David L.

CHARLESTON
Guy, Jonathan R.
Hume, Robert M.

CHARLOTTE
Blakley, Jr., Stephen W.
Edwards, Matthew A.
Taylor, Benjamin S.

COLUMBIA
Iser, Christopher M.

DURHAM DOWNTOWN
Beck, Chadwick W.

MEMPHIS
Collins, James F.
Danley, Drake E.

NASHVILLE
Creasman, Brett R.
Dufour, Zachary J.
Rhodes, Christopher D.

RALEIGH
Adams, Richard C.
Balltzglier, Lindsey
Barber, Barry L.
Cook, Richard N.
Deans, Neil T.

COPY

Flanagan, Tammy L.
Kuzenski, John
McEntee, David L.
Meador, Emily H.
Nuckols, Charles A.
Otto, James N.
Rohrbaugh, Richard R.
Sutter, Karl V.
Venters, Samantha

TEXAS

AUSTIN
Boecker, Brian C.
Mason, Sean R.
Van Leeuwen, Andrew

DALLAS
Hall, James R.
Harris, Mark E.
Henigsman, Dean A.
Hoppers, Kevin P.
Nathan, Aaron W.
Smith, Eric Z.
Swindler, Roderick P.

FORT WORTH
Arnold, Scott R.
Gary, Glenn A.
James, Jeffery

FRISCO
Brignon, Brit A.
McCracken, Paul D.

HOUSTON
Frysinger, Chris V.
Guillory, Michael B.

LAS COLINAS
Ante, Louis N.
Tribble, Guy B.

SAN ANTONIO
Farnsworth, Jeffrey A.

COPY

Kimley-Horn and Associates, Inc.
STANDARD CONTRACT SIGNING AUTHORITY
December 17, 2019
These persons have authority to sign contracts using unmodified Kimley-Horn forms (not client-drafted contracts).

ATLANTIC

BALTIMORE
Leffner, Nicholas

NEWPORT NEWS
Weist, Jamie H.

NORTHERN VIRGINIA
Albright, Michael R.
Bollinger, Kyle T.
Harris, Michael J.
Kagawa, Ron M.
McCray, Danielle R.
Millot, Sean M.
Samba, David B.
Smith, Andrew T.
Teague, M. Zach

PHILADELPHIA
Caponigro, Anthony A.

PRINCETON
Hebert, Carlin J.
Motiana, Dhanesh

RICHMOND
Boyd, Mark R.
Ellington, David B.
Heustess, Aaron M.
Perkins, Ryan R.

VIRGINIA BEACH
Dallman, David B.
Farthing, Andrew P.
Funk, Gerald
Niss, Robyn M.
Wharton, Michelle L.
Williams, Kyle D.
Yee, Leong Wee

WHITE PLAINS
Junghans, Michael W.

CALIFORNIA

LOS ANGELES
Chakravarthy, Srikanth
Chapman, Ryan S.
Choi, Michael
Osborne, Robin W.
Ranta, Shahrzad

OAKLAND
Chang, Elbert

ORANGE
Bossu, David M.
Holst, Tyler J.
Pollock, John A.

PLEASANTON
Johnson, Miles R.
Mehta, Parag G.
Whaley, Tyler J.

RIVERSIDE
Hoffman, Frank
Thomas, Kevin G.

SACRAMENTO
Carley, Daniel C.
Paderna, Robert V.
Tait, Zachary T.

SAN DIEGO
Cowan, Eugene D.
Daneker, Kathryn F.
Koopman, Jennifer R.
Ulery, Megan R.
Valencia, Jason B.

SAN JOSE
Hamilton, Robert J.
Worthington-Forbes, Laura

FLORIDA

BOCA-DELRAY
Haggerty, Jordan L.

FORT LAUDERDALE
Dabkowski, Adrian K.
Viola, Stefano F.

FORT MYERS
Clark, Kellie
Van Buskirk, Peter T.

JACKSONVILLE
Deitsch, Brian S.
Mullis, Raiford M.
Schilling, William J.

GAINESVILLE
Brighton, Ali H.
Towne, Christopher

MIAMI
Fye, Barton J.
Pasken, Kenneth A.

MOBILE
Starling, Charles H.
Walker, Jordan W.

OCALA
Garri, Alan J.
Gartner, Amber L.

ORLANDO
Burkett, Leon F.
Lenzen, Brent A.
Stickler, Jennifer J.
Tate, Jr., S. Clif

SARASOTA
Conerly, William E.
Leep, Jordon E.

ST. PETERSBURG
Wood, William W.

TALLAHASSEE
Clayton, Brennon

TAMPA
Hatton, Christopher C.

VERO BEACH
Husainy, Kinan F.
Van Rens, Peter J.

WEST PALM BEACH
Fairchild, Angelina

MIDWEST

CHICAGO DOWNTOWN
Lemmon, Peter

CHICAGO SUBURBAN
Cooper, Jason C.
Kaufman, Philip R.
Rahman, M. Anees

INDIANAPOLIS
Sheward, Bryan A

ROCHESTER
Payne, Lucas C.

TWIN CITIES
Elegert, Brandon R.
Lincoln, Thomas J.
Pertzsch, Jerry D.
Robinson, Gregory W.
Schmitz, William J.
Sieh, Patricia D.
Witzig, Jeanne M.

MOUNTAIN

COLORADO SPRINGS
Gunderson, Eric J.

DENVER
Andryscik, Kory J.
Heiberger, John
Skeehan, Daniel L.
Sobieski, Dennis
Steder, Matthew C.

LAS VEGAS
Ahartz, Shannon R.
Belsick, Jody
Wakenhut, Jonathan R.

MESA
Burm, Jason M.

PHOENIX
Burgess, Lisa M.
Burns, Leslie D.
Christian, Rajesh S.
Colombo, Michael A.
Delmarter, Michael L.
Haney, Stephen E.
Jupp, Andrew M.
Woolery, Christopher C.

RENO
Nasset, Brent J.

SALT LAKE CITY
McDougald, Brandon D.

TUCSON
Rhine, Timothy J.

SOUTHEAST

ALPHARETTA
Fanney, Angela L.
Markland, Keith R.
West, Brian B.

ATLANTA
Ergle, Kevin B.

ATLANTA MIDTOWN
Coleman, Sean H.
Pastore, Cristina C.
Strychalski, Raymond P.
Triplett, Katherine R.

BIRMINGHAM
Johnson, Elizabeth H.

CHARLESTON
Warfield, M. Casey

CHARLOTTE
Lewis, Ryan T.
Spacek, Anthony J.
Watts, Austin L.

COLUMBIA
Williamson, Nicholas R.

DURHAM DOWNTOWN
Lewellyn, Earl R.

MEMPHIS
Monroe, Kenneth W.

NASHVILLE
Boles, Brendan J.
Creasman, Brett R.
McMaster, Ryan L.

RALEIGH
Bostic, Christopher O.
Cochran, Adam P.
Gresham, Teresa R.
Hachem, Stephanie L.
Howell, Cory J.
Moore, Jeffrey W.
Reed, Elizabeth A.
Robinson, Larry D.

TEXAS

AUSTIN
Hudson, Harrison
Neal, Trey A.
Parker, Brian J.
Smith, Robert J.

BRYAN/COLLEGE STATION
Harris, Joseph C.

DALLAS
Galloway, Steven D.
Gaskey, Kevin S.
Kacir, Kent C.
Lucas, Matthew A.
Meza, Sarah M.
Millner, Daniel C.
Moss, Bradley J.
Sulkowski, Nicholas E.

CELINA
Malan, Craig M.

FORT WORTH
Brewer, Cody R.

FRISCO
Coppin, Thomas G.
Dickey, Kyle A.
Kennedy, Russell L.
Safford, Ryan C.

HOUSTON
Allsop, Benjamin C.
Frysinger, Ashley M.
Kelly, Stephen J.
Kirkland, Mark R.
Schmidt, Scott C.

LAS COLINAS
Delmotte, Ryan M.
Henrichs, Tyler B.

MCKINNEY
Morales, Hugo
Riccardi, Joseph C.

SAN ANTONIO
Cox, B. Matthew
Holscher, Nicholas F.

THE WOODLANDS
Freeman, Jr., Steven C.

OKLAHOMA CITY
Cooksey, Steven R.
Rader, Aaron K.

COPY

Client#: 25320 KIMLHORN

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/28/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jerry Noyola	
Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	PHONE (A/C, No, Ext): 770-552-4225	FAX (A/C, No): 866-550-4082
	E-MAIL ADDRESS: jerry.noyola@greyling.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Ins. Co.	19445
INSURER B : Aspen American Insurance Company	43460
INSURER C : New Hampshire Ins. Co.	23841
INSURER D : Lloyds of London	85202
INSURER E :	
INSURER F :	

INSURED
Kimley-Horn and Associates, Inc.
421 Fayetteville Street, Suite 600
Raleigh, NC 27601

COVERAGES CERTIFICATE NUMBER: 20-21 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			5268169	04/01/2020	04/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $500,000 $25,000 $1,000,000 $2,000,000 $2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			4489663	04/01/2020	04/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$2,000,000 $ $ $ $
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $0			CX005FT20	04/01/2020	04/01/2021	EACH OCCURRENCE AGGREGATE $	$5,000,000 $5,000,000 $
C A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		015893685 (AOS) 015893686 (CA)	04/01/2020 04/01/2020	04/01/2021 04/01/2021	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
D	Professional Liab			B0146LDUSA2004949	04/01/2020	04/01/2021	Per Claim $5,000,000 Aggregate $5,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: RFQ 20Q-074 - Utilities Engineering Design Support Services; Lewis Bryant. Marion County, political subdivision of the State of Florida are named as Additional Insureds with respects to General & Automobile Liability where required by written contract. Waiver of Subrogation is applicable where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

CERTIFICATE HOLDER

Marion County Board of County Commissioners
Insurance Compliance
2631 SE Third Street
Ocala, FL 34471

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

D. H. Gillings

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COPY

POLICY NUMBER: 5268169

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 04/01/2020 forms a part of Policy No. 015893685 (AOS)

Issued to KIMLEY-HORN AND ASSOCIATES, INC.

By NEW HAMPSHIRE INSURANCE COMPANY

Premium INCLUDED

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY AGAINST, UNDER ANY CONTRACT OR AGREEMENT YOU ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS.

COPY

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, North Dakota, Ohio, Tennessee, Texas, Utah, or Washington.

WC 00 03 13
(Ed. 04/84)

Countersigned by _____

Authorized Representative

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19016 **Agenda Date:** 8/5/2025 **Agenda No.:** 7.4.11.

SUBJECT:
Request Approval of Purchases $50,000 and Over

INITIATOR:
Susan Olsen, Director

DEPARTMENT:
Procurement Department

DESCRIPTION/BACKGROUND:
The item below have been received by Procurement Services and is approved in conformance with the Procurement Code/Manual, pending approval at today's meeting.

1. **Pending Requisition/Mid Florida Diesel, Inc.** - Marion County Utilities Department requests approval to purchase one (1) Blue Star 80KW Mounted Generator, fully compliant with the specifications outlined in the attached quote. This purchase meets the Fleet Department's replacement criteria. **Total expenditure of $97,465.00. Funds are available in line ZF442533-564101 (Marion County Utility Fund).** *This purchase meets the competitive bidding requirements under Sheriff's Contract #FSA 23-EQU21.0*

RECOMMENDED ACTION:
Motion to approve purchases.

MID FLORIDA DIESEL



2215 HIGHWAY 60 EAST
BARTOW, FL. 33830
(863) 519-0107
WWW.MIDFLORIDADIESEL.COM

June 24, 2025

Proposal
For
80KW Trailer Mounted Generator
Florida Sheriff Association FSA 23-EQU21.0 Item # 157

Marion County

ATTN: Karen Holgate

Mid Florida Diesel submits the following proposal for the project:

Blue Star MODEL: (Qty - 1) – JD80-03FT4MP Trailer

(Quote #: 06242025-TB)

GENERATOR: **80kW**
VOLTAGE: **4-Position Voltage Selector Switch**
208,240,480 Volts Three-Phase & 120/240 Single Phase
ENGINE: **John Deere 4045HFG04 80kW Standby Power Rating at 1800 RPM**

Standard Features Included:

Microprocessor based, digital readout control system.
Engine vitals monitored by LCD display: Oil pressure, Running time, Engine temperature, Safety shutdowns (HWT, OC, OS, OP, LWL), Battery voltage, Generator AC voltage, AC amperage, Frequency.
Additional Features: Oil drain extension, Battery with rack & cable, Battery Charger, Critical muffler, Vibration isolation pads, Water heater, Fuel solenoid valve

Selected Model Features Included:

Isochronous Governor + / - .25%
EPA Tier 4 Certified
Stamford UCI274E 12 Lead 3 PH/1 PH Selectable 105°C Rise Over 40°C Ambient

CONTROL PANEL: Blue Star DCP7310 Microprocessor Based Gen-Set Controller

Mounted Facing Left from Generator End (Unless Specified Otherwise)
Standard Features: Low Oil Pressure, High Coolant Temp, Overspeed, Overcrank Shutdowns
Emergency Stop Pushbutton, Audible Alarm Buzzer with Silencing Switch
Accessories:
4-Position Voltage Selector Switch
Voltage Adjust Control
ATS hook-up Box

ENCLOSURE Level 3 (Sound Attenuated Enclosure) Powder Coated 14 Gauge Steel

Rugged and Durable 200 MPH Wind Rated Enclosure with Exhaust Hood
Pitched Roof for Increased Structural Integrity and Improved Watershed
Punched Intake with Baffle and Punched Exhaust Openings
Keyed Alike Lockable Doors with Draw Down Latches and Stainless Steel Component Hinges
Additional 1.5" Thick Polydamp Type D Acoustical Foam (PAF)
Formed Steel Base with Mounting and Lifting Holes
Includes Vibration Mounts to Isolate Unit from Base Rail
Accessories:
200 mph Wind Load Rated
Color: White
Load Distribution Center for Single Point Accessory Wiring

COOLING SYSTEM:

Unit Mounted Radiator
Accessories:
Low Coolant Level Shutdown

CIRCUIT BREAKER:

350 Amp, Three Phase Circuit Breaker Mounted (Qty: 1)
Circuit Breaker - UL listed and CSA certified (80% rated) (Qty: 1)
Accessories:

BATTERY:

Lead Acid Battery, with rack

BLOCK HEATER:

1500W 120VAC -20F w/ Isolation valves
Included Accessories:
Mounted and Wired to Terminal Strip

VIBRATION ISOLATION:

Vibration Pads Isolator

BATTERY CHARGER:

12 volt, 6 amps
Accessories:
Mount Battery Charger and Wire DC (1)

MUFFLER:

Critical Grade Muffler Mounted inside enclosure
Included Accessories:

TRAILER: T12000-2Tandem Axle DOT Approved Trailer Package Including:

Electric brakes with breakaway
3" Pintle Hook x 30" safety chains with 3/8" hooks
Front and Rear Stabilizing Jacks
Integral double wall fuel tank up to **250 gallon**.
DOT wiring enclosed in 1/2" steel conduit
Direct reading manual fuel gauge
7-Pin RV Style trailer plug
Fuel fill and vent
225/75R15 load range E trailer rated tires on
White spoke wheels
Fuel pick-up and return ports
Mechanical fuel gauge
Low level fuel alarm
Mounting rails- genset specific
Primed and painted semi-gloss black
Torsion Axles
Included Accessories:

MISCELLANEOUS:

Oil and Coolant Drain lines extended outside of enclosure with valves
One 50amp, 120/240vac, 1 ph, twist lock receptacle
One 30amp, 120/240vac, 1 ph, RV type receptacle
Two 20amp, 120/240vac, 1 ph, duplex receptacle
Two 20amp, 120/240vac, 1ph, duplex GFI receptacle
Each receptacle shall be protected by a individual circuit breaker
Power receptacles for jacket water heater and battery charger
2 thumb screw type connection points provided for remote auto start
Voltage Adjustment Rheostat on controller
Battery Disconnect Switch for Controller
Power Conductor Box w/all receptacles, breakers, and power block for customer cable connection point
Paint – White
Testing - Standard Commercial Test
1 each Service Manuals
Two (2) Year / 2000 Hour Limited Warranty
Test Acceptance Run by Factory Trained Representative

NOTES:

1. This proposal is our interpretation of your requirement and includes only the items listed. Should there be other requirements or specifications, we will re-quote accordingly.
2. Units are shipped wet to include lube oil and a 50/50 water and anti-freeze mix unless otherwise noted in this quotation.
3. Factory will confirm deliver at the time of order.
4. CANCELLATION: Shall be subject to applicable fees but no less than 20% of the purchase price
5. EXCLUSIONS: Installation of any kind, Offloading of Generator, Placement of Generator on Pad, Fuel, Tank, Piping, and Insulation.
6. Freight/Factory Start-up included in the price.
7. Terms: Net -30

Proposal Summary:

FSA Standard Blue Star VD150-02 FT4Trailer Item # 157:	**$130,400.00**
FSA Credit Option-Downgrade to a 80KW (Order Code: JD80-03FT4MP Trailer):	**-($34,950.00)**
	$95,450.00

***ADDER:** Deep Sea DSE2157 Digital Relay Output Module (Order Code: DSE2157):	**$375.00**
***ADDER:** Permanent Magnet Item # 157 (Order Code: PMG):	**$1,640.00**
Sub -Total Price:	**$2,015.00***

Total Price: $97,465.00

(Tax Not Included)

****

Quoted prices do not include Federal, State or Local taxes which may be applicable. Quoted prices include normal testing, packaging and instructional literature. Special testing, packaging, additional instructional literature, parts, provisioning lists or prints are not included, and prices will be quoted separately.

Quotation Firm for 30 Day(s)
Delivery Notes: 40-44 Weeks

BY: _____Tim Brown_____

Tim Brown
Mid Florida Diesel, Inc.

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19252 **Agenda Date:** 8/5/2025 **Agenda No.:** 7.5.1.

SUBJECT:
Request Approval of a State of Florida Department of Transportation State-Funded Grant Agreement and Supporting Resolution for the NW 49th Street Project from NW 70th Avenue (CR 225A) to NW 44th Avenue, FPN: 2453201-1-54-01 (Budget Impact - Revenue; grant of up to $1,500,000)

INITIATOR:
Steven Cohoon, P.E., County Engineer

DEPARTMENT:
Office of the County Engineer

DESCRIPTION/BACKGROUND:
Marion County received a 2024 legislative appropriation for the NW 49th Street project from NW 70th Avenue (CR 225A) to NW 44th Avenue. This State-Funded Agreement and supporting resolution authorizes reimbursement of up to $1,500,000 for construction costs associated with this project. The project involves constructing a new 4-lane road from NW 70th Avenue (CR 225A) east to where it meets the existing NW 49th Street; the existing section of NW 49th Street (approximately 0.5 miles) is to be widened from 2-lanes to 4-lanes for the remainder of the project to NW 44th Avenue.

BUDGET/IMPACT:
Revenue. This project is programmed in the current County Transportation Improvement Plan and is identified in the adopted FY 2025 Line Item Budget. TIP60800F and STC073811 - Funds 1292 and 3031 - Cost Centers 772 and 738.

RECOMMENDED ACTION:
Motion to approve the attached Agreement and Resolution, and authorize the Chairman and Clerk to execute the same.

LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Hinton (Last) Doug (First) (Dept) Office of the County Engineer - 4100

(Title) Dep County Engineer (Phone) 8382

Signature Douglas R Hinton Date Monday, May 5, 2025

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for: ☐ Draft Document ☑ Approve as to Form ☐ RESUBMIT LRM No. _____
☐ Legal Opinion ☐ Other

Description of Request

This is a State Funded Grant Agreement (SFGA)/Specific Appropriation Grant for the NW 49th St project from NW 70th Ave (CR 225A) to NW 44th Ave.. Per FDOT rules, the only County signature allowed on the signature page is the Commission Chair's. Please sign and approve the LRM only. A corresponding resolution is attached for review and approval, also.

For more information or discussion, contact: ☑ Same as above

(Name) _____ (Last) _____ (First) (Title) _____ (Phone) _____

Agenda Item? ☑ Yes ☐ No Agenda Date: Tuesday, June 3, 2025

Agenda Deadline Date for **Legal:** Friday, May 9, 2025 Agenda Deadline Date for **Admin:** Thursday, May 22, 2025

Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2025-384

Assigned to: ☐ Matthew Guy Minter, County Attorney ☐ Dana E. Olesky, Chief Asst. County Attorney ☐ Linda Blackburn Asst. County Attorney ☑ Thomas Schwartz Asst. County Attorney ☐ Valdoston Shealey Asst. County Attorne

Outcome:
☑ Approved as to form and legal sufficiency
☐ Approved with revisions: ☐ Suggested ☐ Completed
☐ Other:

Date Received:

RECEIVED
By Marion County Attorney- AT at 11:19 am, May 05, 2025

Attorney Signature: Thomas Schwartz Date 5/5/25

Staff Signature: Autumn Luck (Completed) Date: 5/5/25 Returned: ☑ Department ☐ Admin ☐ _____

STATE-FUNDED GRANT AGREEMENT

FPN: 453201-1-54-01	Fund: EM25	FLAIR Category: 088862
	Org Code: 55054010508	FLAIR Obj: 751000
FPN: 453201-1-54-01	Fund: LF	FLAIR Category: N/A
	Org Code: N/A	FLAIR Obj: N/A
FPN:	Fund:	FLAIR Category:
	Org Code:	FLAIR Obj:
County No: 36	Contract No:	Vendor No: F596000735002

THIS STATE-FUNDED GRANT AGREEMENT ("Agreement") is entered into on _____, (This date to be entered by DOT only) by and between the State of Florida Department of Transportation, ("Department"), and Marion County, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Authority:** The Department is authorized to enter into this Agreement pursuant to Sections 334.044, 334.044(7), and (*select the applicable statutory authority for the program(s) below):*
   - ☐ Section 339.2817 Florida Statutes, County Incentive Grant Program (CIGP), (ALN 55.008)
   - ☐ Section 339.2818 Florida Statutes, Small County Outreach Program (SCOP), (ALN 55.009)
   - ☐ Section 339.2816 Florida Statutes, Small County Road Assistance Program (SCRAP), (ALN 55.016)
   - ☐ Section 339.2819 Florida Statutes, Transportation Regional Incentive Program (TRIP), (ALN 55.026)
   - ☒ Specific Appropriation 2069A of Chapter 2024-231, Laws of Florida , Local Transportation Projects , (CSFA 55.039)

   The Recipient by Resolution or other form of official authorization, a copy of which is attached as **Exhibit "D"**, **Recipient Resolution**, and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf.

2. **Purpose of Agreement:** The purpose of this Agreement is to provide for the Department's participation in the Northwest 49th Street (from Northwest 70th Avenue [County Road 225A] to Northwest 44th Avenue) project, as further described in **Exhibit "A", Project Description and Responsibilities**, attached to and incorporated into this Agreement ("Project"); to provide Department financial assistance to the Recipient; state the terms and conditions upon which Department funds will be provided; and to set forth the manner in which the Project will be undertaken and completed.

3. **Term of the Agreement, Commencement and Completion of the Project:** This Agreement shall commence upon full execution by both Parties and the Recipient shall complete the Project on or before September 30, 2027. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The Recipient acknowledges that no funding for the Project will be provided by the State under this Agreement for work on the Project that is not timely completed and invoiced in accordance with the terms of this Agreement, or for work performed prior to full execution of the Agreement. Notwithstanding the expiration of the required completion date provided in this Agreement and the consequent potential unavailability of any unexpended portion of State funding to be provided under this Agreement, the

Recipient shall remain obligated to complete all aspects of the Project identified in **Exhibit "A"** in accordance with the remaining terms of this Agreement, unless otherwise agreed by the Parties, in writing.

Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a written Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department.

4. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.

5. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Department's obligations under this Agreement for the Recipient's failure to comply with applicable laws or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

   a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the Department's determination to terminate the Agreement, with instructions as to the effective date of termination or to specify the stage of work at which the Agreement is to be terminated.

   b. The Parties to this Agreement may also terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions through mutual written agreement.

   c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

   d. Upon termination of this Agreement, the Recipient shall, within thirty (30) days, refund to the Department any funds determined by the Department to have been expended in violation of this Agreement.

6. **Project Cost:**

   a. The estimated cost of the Project is $24,929,078.00 (Twenty-Four Million Nine Hundred Twenty-Nine Thousand Seventy-Eight Dollars and No/100. This amount is based upon the Schedule of Financial Assistance in **Exhibit "B", Schedule of Financial Assistance**, attached and incorporated in this Agreement. The Schedule of Financial Assistance may be modified by execution of an amendment of the Agreement by the Parties.

   b. The Department agrees to participate in the Project cost up to the maximum amount of $1,500,000.00 (One Million Five Hundred Thousand Dollars and No/100 and, additionally the Department's participation in the Project shall not exceed N/A% of the total cost of the Project, and as more fully described in **Exhibit "B"**. The Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of an amendment. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits incurred in connection with completion of the Project.

   c. The Department's participation in eligible Project costs is subject to, but not limited to:

      i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

ii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iii. Department approval of the Project scope and budget at the time appropriation authority becomes available.

7. Compensation and Payment:

a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Project Description and Responsibilities in **Exhibit "A**", and as set forth in the Schedule of Financial Assistance in **Exhibit "B"**.

b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Project Description and Responsibilities. Any changes to the deliverables shall require an amendment executed by both parties.

c. Invoices shall be submitted no more often than monthly and no less than quarterly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursements. Requests for reimbursement by the Recipient shall include an invoice, progress report and supporting documentation for the period of services being billed that are acceptable to the Department. The Recipient shall use the format for the invoice and progress report that is approved by the Department.

d. If Recipient is considered a rural community or rural area of opportunity, as these terms are defined by Section 288.0656(2), Florida Statutes, Recipient may submit payment requests for eligible performance completed/costs incurred under this Agreement pursuant to **Exhibit "H", Alternative Advance Payment Financial Provisions**.

e. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.

f. Travel expenses are not compensable under this Agreement.

g. Payment shall only be made after receipt and approval of deliverables and costs incurred unless the payment is made under **Exhibit "H"** or advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under Section 334.044(29), Florida Statutes.

If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient will not be reimbursed or paid under **Exhibit "H"**, to the extent of the non-performance. The Recipient will not be reimbursed or paid until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for any unpaid performance completed by the Recipient during the next billing period or as provided by **Exhibit "H",** Alternative Advance Payment Financial Provisions. If the Recipient is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.

Recipients receiving financial assistance from the Department should be aware of the following time frames. Inspection and approval of deliverables and costs incurred shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables and costs incurred are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Recipient who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. The Recipient shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. **Progress Reports.** Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's financial assistance for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

m. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall 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. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other

binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 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, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

n. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation, shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.

o. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred prior to issuance of a Notice to Proceed, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved Schedule of Financial Assistance in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

8. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

a. The Recipient must obtain written approval from the Department prior to performing itself (through the efforts of its own employees) any aspect of the Project that will be funded under this Agreement.

☐ If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).

b. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

c. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

d. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project by the Recipient's contractors and consultants. No funds will be provided for payment of claims or additional work on the Project under this Agreement without the prior written approval of the claim or request for additional work by Department.

9. Contracts of the Recipient

a. The Department has the right to review and approve any and all third party contracts with respect to the Project before the Recipient executes any contract or obligates itself in any manner requiring the disbursement of Department funds under this Agreement, including consultant or construction contracts or amendments thereto. If the Department exercises this right and the Recipient fails to obtain such approval, the Department may deny payment to the Recipient. The Department may review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties hereto that participation by the Department in a project that involves the purchase of commodities or contractual services or the purchasing of capital equipment or the equipping of facilities, where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Chapter 287.017 Florida Statutes, is contingent on the Recipient complying in full with the provisions of Chapter 287.057 Florida Statutes The Recipient shall certify to the Department that the purchase of commodities or contractual services has been accomplished in compliance with Chapter 287.057 Florida Statutes It shall be the sole responsibility of the Recipient to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B"**, or that are not consistent with the Project description and scope of services contained in **Exhibit "A"** must be approved by the Department prior to Recipient execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department.

c. Participation by the Department in a project that involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

d. If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

10. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

a. The Recipient is responsible for obtaining all permits necessary for the Project.

b. In the event the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:

i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or

ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement. The Recipient's use of this option is subject to approval by the Department.

c. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. For projects that are not located on the Department's right-of-way, the Recipient is not required to hire a contractor prequalified by the Department unless the Department notifies the Recipient prior to letting that they are required to hire a contractor prequalified by the Department.

d. The Recipient is responsible for provision of Construction Engineering Inspection (CEI) services. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant firm that includes one individual that has completed the Advanced Maintenance of Traffic Level Training. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall have the right to approve the CEI firm. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project. Subject to the approval of the Department, the Recipient may choose to satisfy the requirements set forth in this paragraph by either hiring a Department prequalified consultant firm or utilizing Recipient staff that meet the requirements of this paragraph, or a combination thereof.

e. The Recipient is responsible for the preparation of all design plans for the Project. The Department reserves the right to require the Recipient to hire a Department pre-qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project. Notwithstanding any provision of law to the contrary, design services and CEI services may not be performed by the same entity. All design work on the Project shall be performed in accordance with the requirements of all applicable laws and governmental rules and regulations and federal and state accepted design standards for the type of construction contemplated by the Project, including, as applicable, but not limited to, the applicable provisions of the Manual of Uniform Traffic Control Devices (MUTCD) and the AASHTO Policy on Geometric Design of Streets and Highways. If any portion of the Project will be located on, under, or over any Department-owned right-of-way, the Department shall review the Project's design plans for compliance with all applicable standards of the Department, as provided in **Exhibit "O", Terms and Conditions of Construction**, which is attached to and incorporated into this Agreement.

f. The Recipient shall adhere to the Department's Conflict of Interest Procedure (FDOT Topic No. 375-030-006).

g. The Recipient will provide copies of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project. The Department will specify the number of copies required and the required format.

h. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with applicable law.

i. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.

j. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

k. The Recipient shall provide the Department with as-built plans of any portions of the Project funded through the Agreement prior to final inspection.

11. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient agrees to maintain any portion of the Project not located on the State Highway System constructed under this Agreement for its useful life. If the Recipient constructs any improvement on Department right-of-way, the Recipient

☐ shall

☒ shall not

maintain the improvements located on the Department right-of-way made for their useful life. If the Recipient is required to maintain Project improvements located on the Department right-of-way beyond final acceptance, then Recipient shall, prior to any disbursement of the State funding provided under this Agreement, also execute a Maintenance Memorandum of Agreement in a form that is acceptable to the Department. The Recipient has agreed to the foregoing by resolution, and such resolution is attached and incorporated into this Agreement as **Exhibit "D"**. This provision will survive termination of this Agreement.

12. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "J", State Financial Assistance (Florida Single Audit Act)** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public

entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. The Recipient shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and

ii. Expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the contractor and subcontractor during the contract term.

g. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

h. In accordance with Section 787.06(13), Florida Statutes, the Recipient must verify its contractors or subcontractors are not engaged in coercion for labor or services.

14. Indemnification and Insurance:

a. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Recipient guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Recipient or any subcontractor, in connection with this Agreement.

b. To the extent provided by law, Recipient shall indemnify, defend, and hold harmless the Department against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of Recipient, or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by Recipient hereunder, to the extent and within the limitations of Section 768.28, Florida Statutes. The foregoing indemnification shall not constitute a waiver of the Department's or the Recipient's sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by Recipient to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or for the acts of third parties. Nothing herein shall be construed as consent by Recipient to be sued by third parties in any manner arising out of this Agreement. This indemnification shall survive the termination of this Agreement.

c. Recipient agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, or subconsultants (each referred to as "Entity" for the purposes of the below indemnification) who perform work in connection with this Agreement:

"To the extent provided by law, [ENTITY] shall indemnify, defend, and hold harmless the [RECIPIENT] and the State of Florida, Department of Transportation, including the Department's officers, agents, and employees, against any actions, claims, or damages arising out of, relating to, or resulting from negligent or wrongful act(s) of [ENTITY], or any of its officers, agents, or employees, acting within the scope of their office or employment, in connection with the rights granted to or exercised by [ENTITY].

The foregoing indemnification shall not constitute a waiver of the Department's or [RECIPIENT']'s sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify [RECIPIENT] for the negligent acts or omissions of [RECIPIENT], its officers, agents, or employees, or third parties. Nor shall the same be construed to constitute agreement by [ENTITY] to indemnify the Department for the negligent acts or omissions of the Department, its officers, agents, or employees, or third parties. This indemnification shall survive the termination of this Agreement."

d. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

e. If the Recipient elects to self-perform the Project, and such self-performance is approved by the Department in accordance with the terms of this Agreement, the Recipient may self-insure and proof of self-insurance shall be provided to the Department. If the Recipient elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Recipient shall, or cause its contractor to cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

f. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Recipient shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be

added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.

g. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

15. Miscellaneous:

a. In no event shall any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

b. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

c. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

d. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

e. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

f. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

g. The Department reserves the right to unilaterally terminate this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.

h. The Recipient agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes

i. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

j. This Agreement does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

16. Exhibits.

a. **Exhibits A, B, D, F, H,** and **J** are attached to and incorporated into this Agreement.

b. ☒ The Project will involve construction, therefore, **Exhibit "C"**, Engineer's Certification of Compliance is attached and incorporated into this Agreement.

c. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then **Exhibit "K"**, Advance Project Reimbursement is attached and incorporated into this Agreement.

d. ☒ A portion or all of the Project will utilize the Department's right-of-way and, therefore, **Exhibit O**, **Terms and Conditions of Construction in Department Right-of-Way**, is attached and incorporated into this Agreement.

e. ☐ The following Exhibit(s), in addition to those listed in 16.a. through 16.f., are attached and incorporated into this Agreement: N/A.

f. Exhibit and Attachment List

Exhibit A: Project Description and Responsibilities
Exhibit B: Schedule of Financial Assistance
*Exhibit C: Engineer's Certification of Compliance
Exhibit D: Recipient Resolution
Exhibit F: Contract Payment Requirements
Exhibit H: Alternative Advance Payment Financial Provisions
Exhibit J: State Financial Assistance (Florida Single Audit Act)
*Exhibit K: Advance Project Reimbursement
*Exhibit O: Terms and Conditions of Construction in Department Right-of-Way

*Additional Exhibit(s): N/A.
*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT MARION COUNTY

By: See attached Signature Page

Name: _____

Title: _____

STATE OF FLORIDA,
DEPARTMENT OF TRANSPORTATION

By: _____

Name: James S. Stroz, Jr., P.E.

Title: Director of Transportation Development

Legal Review:

By: _____

Name: _____

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT MARION COUNTY

By: _____

Name: Kathy Bryant

Title: Commission Chairman

Attest:

_____

Gregory C. Harrell, Clerk of Court

Legal Review:

_____

For: LOCAL GOVERNMENT Attorney

EXHIBIT A

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 453201-1-54-01

This exhibit forms an integral part of the Agreement between the State of Florida, Department of Transportation and

Marion County (the Recipient)

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: See Project Description Below

PROJECT DESCRIPTION:

The Northwest 49th Street (from Northwest 70th Avenue [County Road 225A] to Northwest 44th Avenue) project is with Marion County (Recipient). The project will be to construct a roadway that will have partial widening and partial new construction. The limits of the project will be between Northwest 70th Avenue (County Road 225A) and Northwest 44th Avenue for a total distance of 3.4 miles.

The proposed improvements will consist of new road construction and partial widening. The improvements will include a new 4-lane newly constructed roadway having 12-foot travel lanes. The asphalt placed will be traffic level C, the base material will contain the use of option base group 2, and the subgrade material will be Type B stabilization. The new roadway will contain 4-foot bike lanes, sodded shoulders, 5-foot sidewalks with a 5-foot buffer zone, sodded medians, multiuse path with a 4-foot clear area, and curb and gutter installation. Additional improvements will include new and updated drainage systems, updating some of the retention ponds with a fine sand filter system, variable swale ditches, new concrete driveways for residences, and in certain sections there will be stabilized grass shoulders.

Other construction elements include mobilization, maintenance of traffic, erosion control, clearing and grubbing, regular and subsoil excavation, embankment, and sod.

All pedestrian facilities shall adhere to current Americans with Disabilities Act (ADA) standards. Utility coordination will be required during construction and utility work schedules have been developed. The Agency has received a permit exemption from the Saint John's Water Management District. Right-of-way acquisition is underway and is to be completed by Marion County (Recipient) prior to construction. Marion County (Recipient) shall construct the project within the limits of the existing right-of-way or easements.

SPECIAL CONSIDERATIONS BY RECIPIENT:

Exhibit O – Terms and Conditions of Construction in Department Right-of-Way is included in all agreements. This exhibit is only applicable if the Project involves construction on, under, or over the Department's right-of-way.

In accordance with the SFGA terms and conditions the Department reserves the right to perform inspections, reviews, investigations, or audits as deemed necessary by the Department. When construction is substantially complete and no less than 2 weeks prior to the scheduled final completion, the Recipient shall schedule a joint on site review/final walk-thru with

FDOT. The Recipient shall contact the FDOT D5-Construction Special Projects Office via email at D5-ConstructionSpecialProjects@dot.state.fl.us to schedule the joint on site review/final walk-thru. The joint on site review/final walk-thru should not be considered an approval of the work by the Department nor a substitution for the Recipient's obligation to ensure that all work and deliverables comply with the SFGA terms and conditions.

The initial invoice, progress report and other supporting documentation will be submitted within 180 days of the Department's Notice to Proceed and no more than monthly and no less than quarterly thereafter. Required documents should be submitted via email to D5-LocalPrograms@dot.state.fl.us.

The Recipient shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Construction contract to be let (Bid Opening) by December 11, 2025.
b) Construction Duration of 439 days.
c) Construction to be completed (Final Acceptance) by May 22, 2027.

If this schedule cannot be met, the Recipient will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

Per the approved appropriation application, the Recipient has committed 44% or a maximum of $1,924,00.00 (One Million Nine Hundred Twenty-Four Thousand Dollars and No/100) - whichever is lesser – Local match for this project. Invoice payments will be made on a pro-rata basis as a percentage of the state funding amount compared to the actual award amount. In the event the Project costs exceed the cost included in Exhibit "B", Schedule of Financial Assistance, the Recipient will be solely responsible for providing the additional funds that are necessary to complete the Project.

The project funding may be reduced to an amount equal to the award amount and/or the actual contract costs.

The remainder of this page intentionally left blank.

STATE-FUNDED GRANT AGREEMENT

EXHIBIT B
SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS:	**FINANCIAL PROJECT NUMBER:**
Marion County 412 Southeast 25th Avenue Ocala, Florida 34471	453201-1-54-01

PHASE OF WORK by Fiscal Year:		MAXIMUM PARTICIPATION (1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	Indicate source of Local funds
Design- Phase 34 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Design Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Right-of-Way- Phase 44 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Right-of-Way Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
Construction- Phase 54 FY: **2024-2025**	Maximum Department Participation (Local Transportation Projects	$24,929,078.00	$23,429,078.00	$1,500,000.00	☐ In-Kind ☒ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Construction Cost	$24,929,078.00 %	$23,429,078.00 %	$1,500,000.00 %	
Construction Engineering and Inspection - Phase 64 FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Construction Engineering and Inspection Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
(Phase :) FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
FY:	Maximum Department Participation (Insert Program Name)	$	$	$	☐ In-Kind ☐ Cash
	Total Cost	$ 0.00 %	$ 0.00 %	$ 0.00 %	
	TOTAL COST OF THE PROJECT	$24,929,078.00	$23,429,078.00	$1,500,000.00	

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Precious L. Lewis
District Grant Manager Name

Signature Date

EXHIBIT C

ENGINEER'S CERTIFICATION OF COMPLIANCE

Engineer's Certification of Compliance. The Recipient shall complete and submit the following Notice of Completion and, if applicable, Engineer's Certification of Compliance to the Department upon completion of the construction phase of the Project.

NOTICE OF COMPLETION

STATE-FUNDED GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and MARION COUNTY

PROJECT DESCRIPTION:NORTHWEST 49TH STREET [FROM NORTHWEST 70TH AVENUE (COUNTY ROAD 225A) TO NORTHWEST 44TH AVENUE]

FPID#: 453201-1-54-01

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____, 20__.

By: _____

Name: _____

Title: _____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the State-Funded Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification the Recipient shall furnish the Department a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, _____ P.E.

SEAL:

Name: _____

Date: _____

EXHIBIT D

RECIPIENT RESOLUTION

The Recipient's Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

EXHIBIT F

CONTRACT PAYMENT REQUIREMENTS
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

Salaries: Timesheets that support the hours worked on the project or activity must be kept. A payroll register, or similar documentation should be maintained. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

Fringe benefits: Fringe benefits should be supported by invoices showing the amount paid on behalf of the employee, e.g., insurance premiums paid. If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown. Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

Travel: Reimbursement for travel must be in accordance with s. 112.061, F.S., which includes submission of the claim on the approved state travel voucher along with supporting receipts and invoices.

Other direct costs: Reimbursement will be made based on paid invoices/receipts and proof of payment processing (cancelled/processed checks and bank statements). If nonexpendable property is purchased using state funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with DMS Rule 60A-1.017, F.A.C., regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in s. 273.02, F.S., for subsequent transfer to the State.

Indirect costs: If the contract stipulates that indirect costs will be paid based on a specified rate, then the calculation should be shown. Indirect costs must be in the approved agreement budget and the entity must be able to demonstrate that the costs are not duplicated elsewhere as direct costs. All indirect cost rates must be evaluated for reasonableness and for allowability and must be allocated consistently.

Contracts between state agencies may submit alternative documentation to substantiate the reimbursement request, which may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

EXHIBIT H

ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS

Note: When Recipient meets the definition of a rural community or Rural Area of Opportunity, as these terms are defined by **Section 288.0656(2), F.S.,** *or is considered a " governmental entity" authorized by the Department's Comptroller under* ***Section 334.044(29), F.S.,*** *as eligible for Alternative Advance Payment. The agreement for these entities must include the following language or exhibit.*

The process for requesting and obtaining approval for an alternative advance payment for "other governmental entities" is included in the ***Disbursement Handbook for Employees and Managers.*** *The Department's Comptroller or designee must approve any modifications to the provisions (see* ***Section 1.1*** *of this procedure). See* ***Section 4*** *of this procedure for alternative advance pay guidelines.*

---

1. The amount of the invoice submitted to the Department for verified and eligible costs incurred by the Recipient or invoiced by the Recipient's contractor(s) and/or consultant(s) does not exceed the total amount of the costs incurred by the Recipient or invoice(s) received from the Recipient's contractor(s) or consultant(s).

2. All invoices received from the Recipient clearly separate any cost(s) incurred by the Recipient or the Recipient's contractor(s) or consultant(s) for eligible costs and performance under the terms and conditions of this Agreement.

3. All invoices submitted to the Department provide complete documentation, including copies of all contractor or consultant invoices when applicable and the date(s) the authorized work was performed and accepted by the Recipient, in sufficient detail to substantiate the eligibility of the cost(s) and performance covered by the Recipient's Invoice.

4. The Recipient has certified, on each invoice, that the costs incurred by the Recipient or invoiced by the Recipient's contractor(s) and/or consultant(s) are valid and have been incurred in performance of eligible work under the terms and conditions of this Agreement.

5. Each invoice subsequent to the first invoice submitted by the Recipient includes the Recipient's certification that all previously invoiced costs have been paid by the Recipient.

EXHIBIT J

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Awarding Agency: Florida Department of Transportation

State Project Title and ALN Number:

- ☐ County Incentive Grant Program (CIGP), (ALN 55.008)
- ☐ Small County Outreach Program (SCOP), (ALN 55.009)
- ☐ Small County Road Assistance Program (SCRAP), (ALN 55.016)
- ☐ Transportation Regional Incentive Program (TRIP), (ALN 55.026)
- ☒ Local Transportation Projects, (CSFA 55.039)

***Award Amount:** $1,500,000.00

*The state award amount may change with supplemental agreements

Specific project information for ALN Number is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for ALN Number are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

EXHIBIT O

TERMS AND CONDITIONS OF CONSTRUCTION IN DEPARTMENT RIGHT OF WAY

Section 10.e. of the Agreement is amended as follows for Construction on the Department's Right of Way.

1. If the Project involves construction on, under, or over the Department's right-of-way, the design work for all portions of the Project to be constructed on, under, or over the Department's right-of-way shall be submitted to the Department for review prior to any work being commenced, and the following provisions shall apply:

a. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction and Department Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the Florida Department of Transportation Design Manual ("FDM") and the Department Traffic Engineering Manual.

Designs that do not meet Department standards may be rejected by the Department at its sole discretion. The Department may allocate Department-managed resources to facilitate compliance with applicable design standards. If changes to the Department approved plans are required, the Recipient shall notify the Department of the changes and receive approval from the Department prior to the changes being constructed. The Recipient shall maintain the area of the Project, at all times, and coordinate any work needs of the Department during construction of the Project.

b. The Recipient shall notify the Department a minimum of 48 hours before beginning construction within, under, or over Department right-of-way. The Recipient shall notify the Department should construction be suspended for more than 5 working days. The Department contact person for construction is D5-ConstructionSpecialProjects@dot.state.fl.us.

c. The Recipient shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Recipient is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Recipient that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Department prior to implementation.

d. The Recipient shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.

e. The Recipient will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

f. It is hereby agreed by the Parties that this Agreement creates a permissive use only and all improvements located on, under, or over the Department's right-of-way resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right-of-way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Recipient, except as may otherwise be provided in separate agreements. The Recipient shall not acquire any right, title, interest or estate in Department right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Recipient's use, occupancy or possession of Department right-of-way. The Parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to Chapter 163, Florida Statutes.

g. The Recipient shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, the Department's right-of-way.

h. The Recipient shall perform all required testing associated with the design and construction of the Project. Testing results shall be entered into the department's Materials Testing and Certification database application and the department must provide the final Materials Certification for the Project. The Department shall have the right to perform its own independent testing during the course of the Project.

i. The Recipient shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Recipient, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.

j. If the Department determines a condition exists which threatens the public's safety, the Department may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from on, under, or over its right-of-way at the sole cost, expense, and effort of the Recipient. The Recipient shall bear all construction delay costs incurred by the Department.

k. The Recipient shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.

l. The Recipient will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.

m. The acceptance procedure will include a final "walk-through" by Recipient and Department personnel. Upon completion of construction, the Recipient will be required to submit to the Department final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Recipient shall remove its presence, including, but not limited to, all of the Recipient's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.

n. If the Department determines that the Project is not completed in accordance with the provisions of this Agreement, the Department shall deliver written notification of such to the Recipient. The Recipient shall have thirty (30) days from the date of receipt of the Department's written notice, or such other time as the Recipient and the Department mutually agree to in writing, to complete the Project and provide the Department with written notice of the same (the "Notice of Completion"). If the Recipient fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Recipient with written authorization granting such additional time as the Department deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Recipient's sole cost and expense, without Department liability to the Recipient for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Department elects to correct the deficiency(ies), the Department shall provide the Recipient with an invoice for the costs incurred by the Department and the Recipient shall pay the invoice within thirty (30) days of the date of the invoice.

o. The Recipient shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Recipient shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

p. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Recipient to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Department must be contacted immediately.

q. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.

r. Restricted hours of operation will be from TO BE DETERMINED PRIOR TO CONSTRUCTION, (DAYS OF THE WEEK FOR RESTRICTED OPERATION TO BE DETERMINED), unless otherwise approved by the Operations Engineer, or designee.

s. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

D5-PIO@dot.state.fl.us

Note: (Highlighted sections indicate need to confirm information with District Office or appropriate DOT person managing the Agreement)

RESOLUTION NO. 25-R-

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

WHEREAS, the State of Florida Department of Transportation and Marion County desire to facilitate the construction of the NW 49th Street from NW 70th Avenue (CR 225A) to NW 44th Avenue project. The roadway will be a 4-lane divided road with a grassed median, a sidewalk and multi-use path and will be 3.4 miles in length. This project will provide a critical link between the new I-75 at NW 49th Street interchange and the NW 80th/70th corridor in Marion County.

WHEREAS, the State of Florida Department of Transportation has requested Marion County to execute and deliver a State-Funded Grant Agreement for the aforementioned project (NW 49th Street from NW 70th Avenue (CR 225A) to NW 44th Avenue; FPN: 453201-1-54-01).

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

SECTION 1. Agreement Approval. The Board hereby approves the State-Funded Grant Agreement for the aforementioned project and the Chair and Clerk are authorized to make, execute, and deliver said Agreement to the State of Florida Department of Transportation.

SECTION 2. Effective Date. This Resolution shall become effective immediately upon its adoption.

DULY ADOPTED in regular session this 5th day of August, 2025.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FL

_____
GREGORY C. HARRELL, CLERK

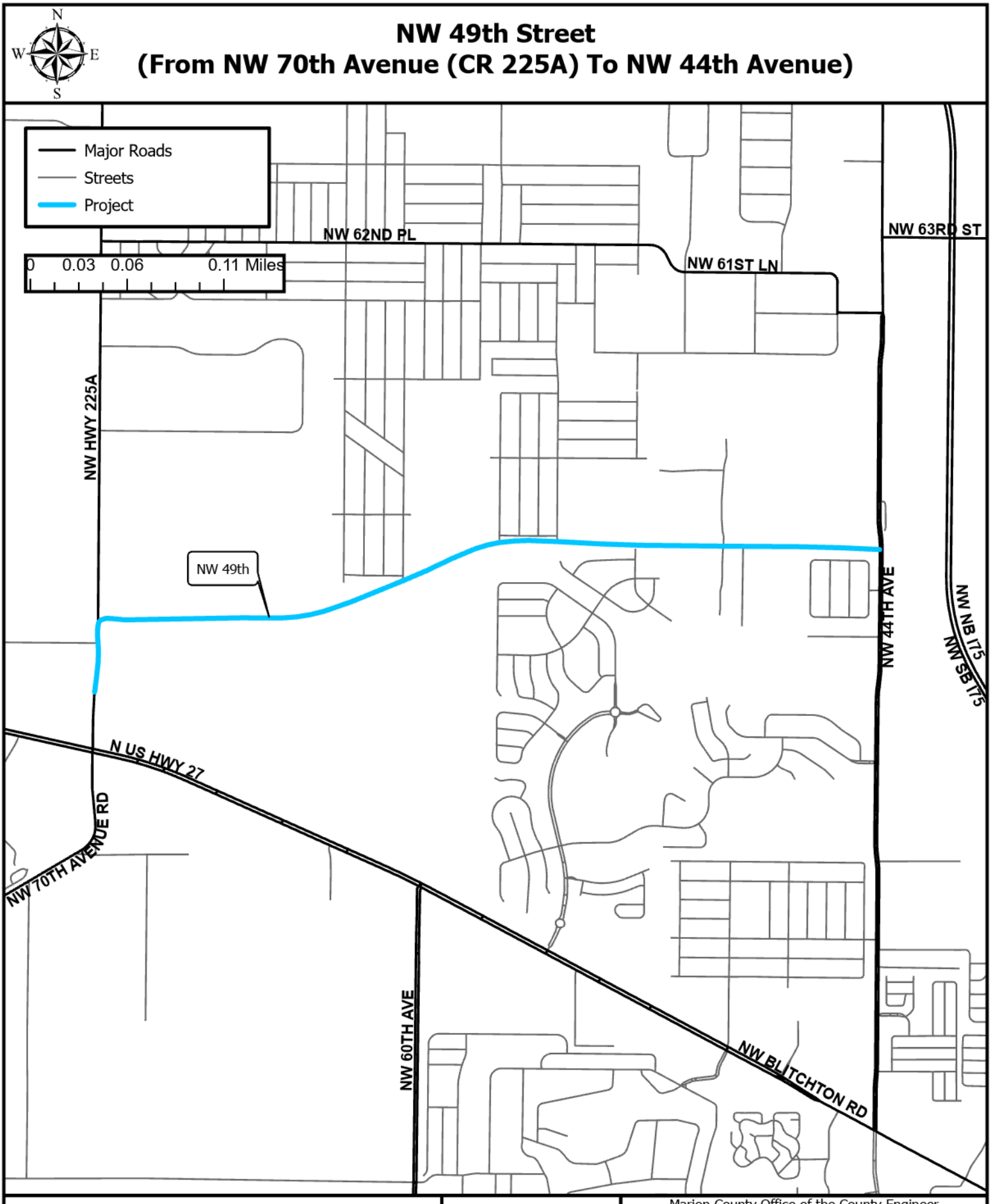
_____
KATHY BRYANT, CHAIRMAN

_____
(Date)

_____
(Date)

(Affix County Seal)

NW 49th Street
(From NW 70th Avenue (CR 225A) To NW 44th Avenue)



Path: \\mcbcc1\dfs\GIS_TR\Jason.Freeman\Engineering Services\Maps\MCBCC

Author: Jason Freeman
Printed: 07/22/2025

Marion County Office of the County Engineer
Asset Management Section
412 SE 25th Avenue
Ocala, FL 34471

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19697 **Agenda Date:** 8/5/2025 **Agenda No.:** 7.5.2.

SUBJECT:
Request Approval of Standard Form 424D - Statement of Assurances for Construction Programs for Subgrant Agreement Between the Division of Emergency Management and Marion County for the SW 52nd Street Flood Mitigation Project (Agreement Number H0445) (Budget Impact - None)

INITIATOR:
Steven Cohoon, P.E., County Engineer

DEPARTMENT:
Office of the County Engineer

DESCRIPTION/BACKGROUND:
Following Hurricane Irma, the County was partially approved for Hazard Mitigation Grant Program (HMGP) funding for flood mitigation relief for SW 52nd Street and surrounding subdivisions (HMGP project number 4337-358-R). The agreement for the project was approved by the Board on March 24, 2020 (Agenda Item 7H25). The grant agreement was executed by the State on June 22, 2020. The Board awarded the design of the project to Kimley-Horn on March 16, 2021, following selection by the Request for Qualifications (RFQ) Selection Committee.

During a programmatic review of the project's files by the Florida Division of Emergency Management, it was identified that Standard Form 424D had not been signed. As the Chairman of the Board of County Commissioners previously was listed as the authorized agent on the grant agreement, the Chairman's signature is required for this form.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to approve and authorize the Chairman to execute Standard Form 424D - Statement of Assurances for Construction Programs for Subgrant Agreement Number H0445 for the SW 52nd Street Flood Mitigation Project.

LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Vrabic (Last) Christine (First) (Dept) Office of the County Engineer - 3390

(Title) Senior Engineer (Phone) 352-671-8365

Signature Christine Vrabic Date 06-2025

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for: ☐ Draft Document ☑ Approve as to Form ☐ RESUBMIT LRM No. _____
☐ Legal Opinion ☐ Other

Description of Request

Attached is a Statement of Assurances from the Florida Division of Emergency Management (FDEM) related to our existing grant project: SW 52nd Street Flood Relief. Existing contract number H0445 and project number 4337-358-R. Similar language was submitted in the grant agreement which was approved March 2020 (LRM 2020-202). Please see documentation attached.

For more information or discussion, contact: ☑ Same as above

(Name) Cambre (Last) Jason (First) (Title) Stormwater Engineer (Phone) 352-671-8377

Agenda Item? ☑ Yes ☐ No Agenda Date: Tuesday, July 15, 2025

Agenda Deadline Date for **Legal:** Friday, June 20, 2025 Agenda Deadline Date for **Admin:** Thursday, July 3, 2025

Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2025-557

Assigned to: ☐ Matthew Guy Minter, County Attorney ☐ Dana E. Olesky, Chief Asst. County Attorney ☑ Linda Blackburn Asst. County Attorney ☐ Thomas Schwartz Asst. County Attorney ☐ Valdoston Shealey Asst. County Attorne

Outcome:
☑ Approved as to form and legal sufficiency
☐ Approved with revisions: ☐ Suggested ☐ Completed
☐ Other:

Date Received:

RECEIVED
By Marion County Attorney- AT at 1:24 pm, Jun 25, 2025

Attorney Signature: Linda Blackburn Date JUNE 30, 2025

Staff Signature: Caitlyn Tuck Date: 6130125 Returned: ☑ Department ☐ Admin ☐ _____
Completed

Rev2 03/19/2025

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2025

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant:, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION	DATE SUBMITTED

SF-424D (Rev. 7-97) Back

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis
Governor

Jared Moskowitz
Director

June 19, 2020

Ms. Christine Vrabic
P.E. Stormwater Engineer II
Marion County
412 SE 25th Avenue
Ocala, Florida 34471

Re: Project #4337-358-R, Marion County

Dear Ms. Vrabic:

Enclosed is the executed Hazard Mitigation Grant Program (HMGP) contract number H0445 between Marion County and the Division of Emergency Management.

Please email all Requests for Reimbursement (Attachment D) to the project manager at Douglas.galvan@em.myflorida.com. The Project Manager for this contract is:

Douglas Galvan, Project Manager
Florida Division of Emergency Management
Bureau of Mitigation
2702 Directors Row
Orlando, Florida 32809-5631

If you have any specific questions regarding the contract or the Request for Reimbursement form, please contact Douglas Galvan at 850 815-4583.

Respectfully,

Miles E. Anderson

Digitally signed by Miles E. Anderson
DN: cn=Miles E. Anderson, o=DEM, ou=Mitigation, email=Miles.anderson@em.myflorida.com, c=US
Date: 2020.06.22 10:11:33 -04'00'

Miles E. Anderson
Bureau Chief, Mitigation
State Hazard Mitigation Officer

Enclosure

Agreement Number: H0445

Project Number: 4337-358-R

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.92 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.74, "pass-through entity" means "a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.93, "Sub-Recipient" means "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.38, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.92, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Sub-Recipient's name:	Marion County
Sub-Recipient's unique entity identifier:	59-6000735
Federal Award Identification Number (FAIN):	FEMA-DR-4337-FL
Federal Award Date:	December 13, 2019
Subaward Period of Performance Start and End Date:	Upon Execution thru March 31, 2021
Amount of Federal Funds Obligated by this Agreement:	$76,230.00
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	$76,230.00
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	$76,230.00
Federal award project description (see FFATA):	Drainage Project
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	Douglas.galvan@em.myflorida.com
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.039 Hazard Mitigation Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Marion County, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302 provides: "Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds." Therefore, section 215.971, Florida Statutes, entitled "Agreements funded with federal or state assistance", applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

b. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Douglas Galvan, Project Manager
Division of Emergency Management
Bureau of Mitigation
2702 Directors Row
Orlando, Florida 32809-5634
Telephone: (850) 815-4583
Email: Douglas.galvan@em.myflorida.com

c. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Christine Vrabic, PE, Stormwater Engineer II
Marion County
412 SE 25th Avenue
Ocala, Florida 34471
Telephone: (352) 671-8365
Email: Christine.Vrabic@marioncountyfl.org

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK.

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution by both parties and shall end on **March 31, 2021**, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.77, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for "allowable costs incurred during the period of performance." In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

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

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$76,230.00.**

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any

false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.76 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Sub-Recipient "relate financial data to performance accomplishments of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*see* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b),

Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10)RECORDS

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) fiscal years from the date of

completion of grant cycle or project. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.334, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three,

basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

(11)AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R.

§200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

http://harvester.census.gov/fac/collect/ddeindex.html

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12)REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

c. The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13)MONITORING.

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14)LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement; as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15)DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16)REMEDIES.

If an Event of Default occurs, then the Division shall, after thirty calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17)TERMINATION.

a. The Division may terminate this Agreement for cause after thirty days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty calendar day's prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the

notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18)PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards").

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall "maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price."

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall "maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders." In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any solicitation (whether competitive or non-competitive) at least fifteen (15) days prior to the publication or communication of the solicitation. The Division shall review the solicitation and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the solicitation for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to publish a competitive solicitation, this review may allow the Division to identify deficiencies in the vendor requirements or in the commodity or service specifications. The Division's review and comments shall not constitute an approval of the solicitation. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient publishes a competitive solicitation after receiving comments from the Division that the solicitation is deficient, then the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

e. Except for procurements by micro-purchases pursuant to 2 C.F.R. §200.320(a) or procurements by small purchase procedures pursuant to 2 C.F.R. §200.320(b), if the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall forward to the Division a copy of any contemplated contract prior to contract execution. The Division shall review the unexecuted contract and provide comments, if any, to the Sub-Recipient within three (3) business days. Consistent with 2 C.F.R. §200.324, the Division will review the unexecuted contract for compliance with the procurement standards outlined in 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200. Consistent with 2 C.F.R. §200.318(k), the Division will not substitute its judgment for that of the Sub-Recipient. While the Sub-Recipient does not need the approval of the Division in order to execute a subcontract, this review may allow the Division to identify deficiencies in the terms and conditions of the subcontract as well as deficiencies in the procurement process that led to the subcontract. The Division's review and comments shall not constitute an approval of the subcontract. Regardless of the Division's review, the Sub-Recipient remains bound by all applicable laws, regulations, and agreement terms. If during its review the Division identifies any deficiencies, then the Division shall communicate those deficiencies to the Sub-Recipient as quickly as possible within the three (3) business day window outlined above. If the Sub-Recipient executes a subcontract after receiving a communication from the Division that the subcontract is non-compliant, then the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; and,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that subcontract.

f. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

g. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall "maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts."

h. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement "in a manner providing full and open competition." Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

i. "[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(b), shall not use a geographic preference when procuring commodities or services under this Agreement.

j. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(c) as well as section 287.057(1)(a), Florida Statutes.

k. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(b), Florida Statutes.

l. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

(19)ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 - Funding Sources
ii. Attachment A – Budget and Scope of Work
iii. Attachment B – Program Statutes and Regulations
iv. Attachment C – Statement of Assurances
v. Attachment D – Request for Advance or Reimbursement
vi. Attachment E – Justification of Advance Payment
vii. Attachment F – Quarterly Report Form
viii. Attachment G – Warranties and Representations
ix. Attachment H – Certification Regarding Debarment
x. Attachment I – Federal Funding Accountability and Transparency Act
xi. Attachment J – Mandatory Contract Provisions

(20)PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(21)REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22)MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in

excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

h. **In addition, the Sub-Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

i. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

j. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

k. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions

contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

l. All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(23)LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(24)COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25)LEGAL AUTHORIZATION.

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26)EQUAL OPPORTUNITY EMPLOYMENT

a. In accordance with 41 C.F.R. §60-1.4(b), the Sub-Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

iii. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

iv. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

v. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vi. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared

ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

vii. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

b. The Sub-Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

c. The Sub-Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

d. The Sub-Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the Sub-Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Sub-Recipient under the program with respect to which the failure or refund occurred until satisfactory

assurance of future compliance has been received from such Sub-Recipient; and refer the case to the Department of Justice for appropriate legal proceedings.

(27)COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

> i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
>
> ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
>
> iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28)CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29)CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

> Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30)SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31)BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

(32)CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33)ASSURANCES.

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: **MARION COUNTY**

By: Kathy Bryant

Name and Title: Kathy Bryant, Chairman

Date: March 24, 2020

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: Miles E. Anderson

Digitally signed by Miles E. Anderson
DN: cn=Miles E. Anderson, o=DEM, ou=Mitigation, email=Miles.anderson@em.myflorida.com, c=US
Date: 2020.06.22 10:12:13 -04'00'

Name and Title: Jared Moskowitz, Director

Date: 06/22/2020

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program
Federal agency: Federal Emergency Management Agency: Hazard Mitigation Grant
Catalog of Federal Domestic Assistance title and number: 97.039
Award amount: $76,230.00

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 CFR Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
   - Intermediate Stormwater Drainage System
   - Other projects that reduce future disaster losses

2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to improve drainage of SW 52nd Street in Ocala, Marion County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4337-358-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, Marion County, shall conduct Phase I of this project, which includes the preliminary engineering designs and calculations, surveys, permitting, and notices. No construction activities are approved at this time. The Sub-Recipient shall complete the Phase I work in accordance with all applicable federal, state and local laws, regulations and codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to improve the drainage in the area of SW 52nd Street, Ocala, Florida, 34471.

The scope is for Phase I only, which includes but is not limited to surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval. No construction activities for this project have been approved.

When completed, the Sub-Recipient shall provide deliverables for Phase II review of the following proposed activities.

The Phase II proposed scope of work shall include a drainage retention system along SW 52nd Street for about 2,500 feet and the acquisition of a piece of land to construct a storage pond. The project shall alleviate historical flooding.

The project shall be designed to provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Location	Coordinates
1)	Location 1: Ocala, Florida 34471	(29.136441, -82.13916)
2)	Location 2: Ocala, Florida 34471	(29.136045, -82.137603)

TASKS & DELIVERABLES:

A) Tasks:

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the Phase I scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all federal and state laws and regulations.

   All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

   The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed. The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

2) The Sub-Recipient shall monitor and manage the Phase I portion of this project in accordance with the Hazard Mitigation Grant Program application and supporting documentation as submitted to the Division and subsequently approved by the Division and FEMA. The Division and FEMA shall render a Phase II determination upon completion of the review of Phase I deliverables. No construction activities are approved at this time. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

   Phase I consists of fees; for conducting survey, drainage study, engineering, design, public notices, and/or permitting associated with the modification(s) needed to upgrade the drainage. Verification of upstream and downstream impacts shall be necessary for determining project eligibility.

   All Phase I work shall be completed in accordance with all applicable state, local and federal laws and regulations and documented, as appropriate.

   Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all scope of work changes, if any.

   a) Two sets of engineering Signed/Sealed final design and analysis, surveying, and Hydrologic and Hydraulic (H&H) Studies.

   b) Construction Plans and bid documents.

   c) Revised cost estimate for Phase II – construction (include Phase I costs), to implement the design project.

   d) Design documents shall provide a detailed description which includes specifics on project scope of work, depth and extent of ground disturbance at all construction locations of the project.

   e) Color maps including topographical, aerial, and ground disturbance.

   f) Color photographs of the project area and areas of ground disturbance.

   g) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WMD) shall be required. Any conditions for compliance shall be included in the final design plans, narrative and project implementation actions.

   h) Copy of the United States Army Corps of Engineers (USACE) permit or No Permit Required notification.

   i) Any other documentation requested by the Division, not limited to Project Conditions and Requirements herein.

3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Direct Expenses: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Expenses: The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient.

Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual Phase I costs related to the project as identified in the project application and this scope of work. The Requests for Reimbursement (RFR) shall include:

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's Request for Reimbursement shall include the final Phase I project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of Phase I activities, which include engineering, designing, plans preparation, permitting and bidding for the proposed project, for Phase II approval, and to implement measures to improve the drainage of SW 52nd Street, Ocala, Florida, 34471

The designed project shall provide protection against a 100-year storm event.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

a. The Sub-Recipient shall submit signed and sealed Engineering plans that clearly show the engineer's estimate of the pre and post-mitigation effects of the proposed project and the relationship of the damages to be mitigated (commensurate with the level of funding requested). The H&H study shall contain at least 3 scenarios, where one represents the level of protection; under each scenario, the Sub-Recipient must identify the losses before and after mitigation (structural, content, displacement, road closure duration, or any other needed to show the improvements after the mitigation project is implemented). This includes, but is not limited to, the existing and proposed hydrology and hydraulics for the level of event being mitigated.

b. Demonstrate mitigation effectiveness, in part, by showing the physical location(s) and elevation(s) of the infrastructure/structures that are being damaged and FEMA Special Flood Hazard Areas on the same plan.

c. Submit a refined cost estimate, to include final Phase I Fees and Phase II Construction Materials and Labor.

D) Environmental:

a. Any change to the approved scope of work shall require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

b. Acceptance of federal funding requires the Sub-Recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

c. Meet all required Environmental laws and policies, and all necessary Environmental compliance documents shall be obtained as applicable.

   i. United States Army Corps of Engineers (USACE): Consultation with the USACE is required. A permit or No Permit Required shall be submitted.

   ii. Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WMD) shall be submitted. Any conditions for compliance shall be included in the final design plans, narrative, and project implementation actions.

d. Historical Preservation compliance documents shall be obtained. Review documentation required:

   i. Color maps including topographical and aerial with the project location clearly marked.

   ii. Color photographs of any area with ground disturbance (electronic).

   iii. Indicate if project site is located within a designated historic district or historic neighborhood.

e. Tribal Consultation shall be required for proposed ground disturbing activities. The following documents shall be required and submitted as part of deliverables:

a) Color ground disturbance maps showing the full extent of the project footprint and depth of ground disturbance. Geographic latitude/longitude (decimal degree format) of the proposed construction areas and staging areas.

b) Previous and current use of proposed project area.

c) Any known site work or historic uses for the proposed location.

d) Any available studies that may have taken place on the property.

f. Phase I of this project is approved with the condition that the above list of deliverables shall be submitted for review and approval by the Division and FEMA before Phase II is considered.

g. No construction work may begin until Phase II is approved by the Division and FEMA.

E) Programmatic:

1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.

2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) Phase I – Design of this project is approved with the condition that the enclosed list of deliverables shall be submitted, 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA before Phase II – Construction is considered.

5) A Public Notice shall be published to notify interested parties of the proposed activity. Notices shall be published in a manner that anyone that may be affected or interested in this project has access to the posting, using the Division template, as applicable.

6) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

7) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

8) When completed, the Sub-Recipient must provide 100% completed designs, calculations, complete signed and sealed plans and, permits for a Phase II review. A final BCA using developed technical data and study results will be necessary. No construction activities for this project have been approved.

9) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

This is FEMA project number **4337-358-R.** It is funded under HMGP, FEMA-4337-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4337.

FEMA awarded this project on December 13, 2019; this Agreement shall begin upon execution by both parties, and the Period of Performance for this project shall end on **March 31, 2021**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
2) Disallow all or part of the cost of the activity or action not in compliance;
3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
4) Withhold further awards for the program; or
5) Take other remedies that may be legally available.

Schedule of Work

Phase I –

State & Local Contracting:	3	Months
H & H Study:	3	Months
Engineering Design Specifications:	6	Months
Permitting / Survey:	2	Months
Deliverables Submitted for Phase II Review:	1	Month
Total Period of Performance:	**15**	**Months**

BUDGET

Line Item Budget*

	Project Cost	Federal Share	Non-Federal Share
Materials:	$0.00	$0.00	$0.00
Labor:	$0.00	$0.00	$0.00
Fees:	$101,640.00	$76,230.00	$25,410.00
Initial Agreement Amount:	**$101,640.00**	**$76,230.00**	**$25,410.00**
***Contingency Funds:	$0.00	$0.00	$0.00
Project Total:	**$101,640.00**	**$76,230.00**	**$25,410.00**

**Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

**** **This project has an estimated $0.00 in contingency funds.** Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

Project Management costs are included for this project in the amount of $0.00

Funding Summary

Federal Share:	$76,230.00	(75%)
Non-Federal Share:	$25,410.00	(25%)
Total Project Cost:	**$101,640.00**	**(100.00%)**

Attachment B

Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

(1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;

(2) 44 CFR Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;

(3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

(4) Hazard Mitigation Assistance Guidance- February 27, 2015 Update; and

(5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to Chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

(1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

(2) No new structure will be erected on property other than:
   a. a public facility that is open on all sides and functionally related to a designed open space;
   b. a restroom; or

(3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;

(4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and

(5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 CFR 206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

(1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (44 CFR 13(c));

(2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and

(3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty days prior to the project expiration date.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

(1) 53 Federal Register 8034
(2) Federal Acquisition Regulations 31.2
(3) Section 1352, Title 31, US Code
(4) Chapter 473, Florida Statutes
(5) Chapter 215, Florida Statutes
(6) Section 768.28, Florida Statutes
(7) Chapter 119, Florida Statutes
(8) Section 216.181(6), Florida Statutes
(9) Cash Management Improvement Act of 1990
(10) American with Disabilities Act
(11) Section 112.061, Florida Statutes
(12) Immigration and Nationality Act
(13) Section 286.011, Florida Statutes

(14) 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
(15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
(16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
(17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
(18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
(19) Victims of Crime Act (as appropriate)
(20) Section 504 of the Rehabilitation Act of 1973, as amended
(21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
(22) Department of Justice regulations on disability discrimination, 28 CFR, Part 35 and Part 39
(23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any 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;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, Florida Statutes;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 18 U.S.C. 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

(k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR, Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR, Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470(f), and implementing regulations in 36 CFR, Part 800.

(4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 CFR, Part 800 (2)(e), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards),** the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within 15 calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

(6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all

reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.

(m) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(n) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(o) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(p) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(q) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(r) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(s) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(t) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;

(u) It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626

(v) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(w) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;

(x) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;

(y) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(z) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq.;

(aa) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(bb) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;

(cc) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(dd) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ee) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);

(ff) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;

(gg) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and

(hh) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-666.

(ii) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:
   a. Safety Hazard Present
   b. Health Hazards Present
   c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

(11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR, Part 15 and 61). This clause shall be added to any subcontracts.

(12) Provide documentation of public notices for demolition activities.

Attachment D

DIVISION OF EMERGENCY MANAGEMENT

REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT: Marion County

REMIT ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PROJECT TYPE: Drainage Project PROJECT #: 4337-358-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0445

APPROVED BUDGET: _____ FEDERAL SHARE: _____ MATCH: _____

ADVANCED RECEIVED: _____ N/A ____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ To _____ Payment #: _____

Eligible Amount 100% (Current Request)	Obligated Federal Amount __%	Obligated Non-Federal __%	Division Use Only	
			Approved	Comments

TOTAL CURRENT REQUEST: $ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME / TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION

APPROVED PROJECT TOTAL $ _____

ADMINISTRATIVE COST $ _____

APPROVED FOR PAYMENT $ _____

_____
GOVERNOR'S AUTHORIZED REPRESENTATIVE

_____
DATE

SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MTIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT: Marion County PAYMENT #:

PROJECT TYPE: Drainage Project PROJECT #: 4337-358-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H0445

	REF NO[2]	DATE[3]	DOCUMENTATION[4]	*(Check) AMOUNT*	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
9					
This payment represents		***%***	***completion of the project.***	***TOTAL***	

[2] *Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)*
[3] *Date of delivery of articles, completion of work or performance services. (per document)*
[4] *List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.*

Attachment E
JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: Marion County

If you are requesting an advance, indicate same by checking the box below.

[ ] **ADVANCE REQUESTED**

Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for 90 days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	20___-20___ Anticipated Expenditures for First Three Months of Contract
For example ADMINISTRATIVE COSTS (Include Secondary Administration.)	
For example PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.**

Attachment F

DIVISION OF EMERGENCY MANAGEMENT
HAZARD MITIGATION GRANT PROGRAM
QUARTERLY REPORT FORM

Instructions: *Complete and submit this form to the appropriate Project Manager within 15 days of each quarter's end date.*

SUB-RECIPIENT: Marion County **PROJECT #:** 4337-358-R
PROJECT TYPE: Drainage Project **CONTRACT #:** H0445
PROGRAM: Hazard Mitigation Grant Program **QUARTER ENDING:** _____

Advance Payment Information:
Advance Received ☐ N/A ☐ Amount: $ _____ Advance Settled? Yes ☐ No ☐

Provide reimbursement **Projections** for this project (*projections may change*):
Jul-Sep 20__ $ _____ **Oct-Dec 20__** $ _____ **Jan-Mar 20__** $ _____ **Apr-Jun 20__** $ _____

Target Dates:
Contract Initiation Date: _____ Contract Expiration Date: _____
Estimated Project Completion Date: _____

Project Proceeding on **Schedule**? ☐ Yes ☐ No *(If No, please describe under **Issues** below)*

Percentage of Work Completed (*may be confirmed by state inspectors*): _____%

Describe **Milestones** achieved during this quarter:

Provide a **Schedule** for the remainder of work to project completion: *(Milestones from Contract with estimated dates)*

Milestone	**Date**

Describe **Issues** or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Additional **Comments**/Elaboration:

NOTE: Division of Emergency Management (DEM) staff may perform interim inspections and/or audits at any time. Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, etc. Please contact the Division as soon as these conditions become known, otherwise you may be found non-compliant with your sub grant award.

Person Completing Form: Phone:

~ To be completed by Division staff ~

Date Reviewed: _____ *Reviewer:* _____
Actions:

Attachment G

Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.326).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

Subcontractor Covered Transactions

(1) The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the Sub-Recipient's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

Marion County
Sub-Recipient's Name

H0445
DEM Contract Number

4337-358-R
FEMA Project Number

Attachment I

Federal Funding Accountability and Transparency Act

Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a) (2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4337-358-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $76,230.00

OBLIGATION/ACTION DATE: December 13, 2019

SUBAWARD DATE (if applicable): _____

DUNS#: 073228454

DUNS# +4: _____

*If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the web form (http://fedgov.dnb.com/webform). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY DUNS# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): 97.039

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes to improve the drainage in the area of SW 52nd Street, Ocala, Florida, 34471.

The scope is for Phase I only, which includes but is not limited to surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval. No construction activities for this project have been approved.

When completed, the Sub-Recipient shall provide deliverables for Phase II review of the following proposed activities.

The Phase II proposed scope of work shall include a drainage retention system along SW 52nd Street for about 2,500 feet and the acquisition of a piece of land to construct a storage pond. The project shall alleviate historical flooding.

The project shall be designed to provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Location	Coordinates
1)	Location 1: Ocala, Florida 34471	(29.136441, -82.13916)
2)	Location 2: Ocala, Florida 34471	(29.136045, -82.137603)

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS): _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; , (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

   Yes ☐ No ☒

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

   Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	**Name (Last, First, MI)**	**Title**	**Total Compensation for Most Recently Completed Fiscal Year**
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: Kathy Bryant

NAME AND TITLE: Kathy Bryant, Chairman

DATE: March 24, 2020

Attachment J

Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The Division provides the following list of sample provisions that may be required:

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any

other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See §200.322 Procurement of recovered materials.

APPENDIX III TO PART 200—INDIRECT (F&A) COSTS IDENTIFICATION AND ASSIGNMENT, AND RATE DETERMINATION FOR INSTITUTIONS OF HIGHER EDUCATION (IHEs)

A. GENERAL

This appendix provides criteria for identifying and computing indirect (or indirect (F&A)) rates at IHEs (institutions). Indirect (F&A) costs are those that are incurred for common or joint objectives and therefore cannot be identified readily and specifically with a particular sponsored project, an instructional activity, or any other institutional activity. See subsection B.1, Definition of Facilities and Administration, for a discussion of the components of indirect (F&A) costs.

1. Major Functions of an Institution

Refers to instruction, organized research, other sponsored activities and other institutional activities as defined in this section:

a. *Instruction* means the teaching and training activities of an institution. Except for research training as provided in subsection b, this term includes all teaching and training activities, whether they are offered for credits toward a degree or certificate or on a non-credit basis, and whether they are offered through regular academic departments or separate divisions, such as a summer school division or an extension division. Also considered part of this major function are departmental research, and, where agreed to, university research.

(1) *Sponsored instruction and training* means specific instructional or training activity established by grant, contract, or cooperative agreement. For purposes of the cost principles, this activity may be considered a major function even though an institution's accounting treatment may include it in the instruction function.

(2) *Departmental research* means research, development and scholarly activities that are not organized research and, consequently, are not separately budgeted and accounted for. Departmental research, for purposes of this document, is not considered as a major function, but as a part of the instruction function of the institution.

b. *Organized research* means all research and development activities of an institution that are separately budgeted and accounted for. It includes:

(1) *Sponsored research* means all research and development activities that are sponsored by Federal and non-Federal agencies and organizations. This term includes activities involving the training of individuals in research techniques (commonly called research training) where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction function.

(2) *University research* means all research and development activities that are separately budgeted and accounted for by the institution under an internal application of institutional funds. University research, for purposes of this document, must be combined with sponsored research under the function of organized research.

c. *Other sponsored activities* means programs and projects financed by Federal and non-Federal agencies and organizations which involve the performance of work other than instruction and organized research. Examples of such programs and projects are health service projects and community service programs. However, when any of these activities are undertaken by the institution without outside support, they may be classified as other institutional activities.

d. *Other institutional activities* means all activities of an institution except for instruction, departmental research, organized research, and other sponsored activities, as defined in this section; indirect (F&A) cost activities identified in this Appendix paragraph B, Identification and assignment of indirect (F&A) costs; and specialized services facilities described in §200.468 Specialized service facilities of this Part.

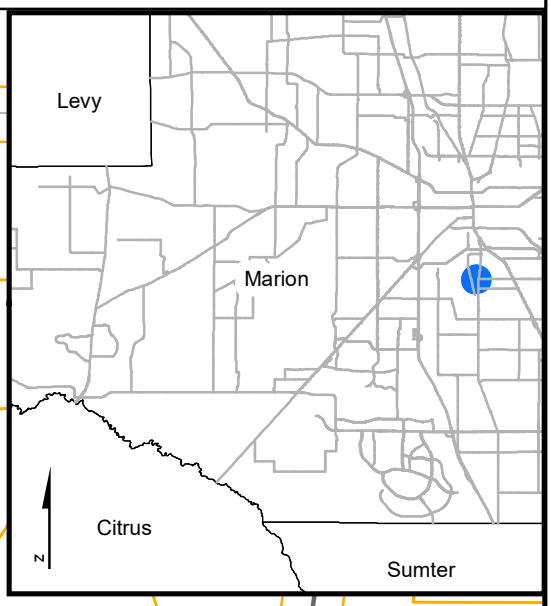
Examples of other institutional activities include operation of residence halls, dining halls, hospitals and clinics, student unions, intercollegiate athletics, bookstores, faculty housing, student apartments, guest houses, chapels, theaters, public museums, and other similar auxiliary enterprises. This definition also includes any other categories of activities, costs of which are "unallowable" to Federal awards, unless otherwise indicated in an award.

2. Criteria for Distribution

a. *Base period.* A base period for distribution of indirect (F&A) costs is the period during which the costs are incurred. The base period normally should coincide with the fiscal year established by the institution, but in any event the base period should be so selected as to avoid inequities in the distribution of costs.

b. *Need for cost groupings.* The overall objective of the indirect (F&A) cost allocation process is to distribute the indirect (F&A) costs described in Section B, Identification and assignment of indirect (F&A) costs, to

SW 52nd ST Flood Relief
Project Map



3069+004-018

3069+007-010

36033-000-00

SE 52ND ST

S MAGNOLIA AVE

Proposed Pond Storage
Proposed Road Work
Project Limits
Major Roads
Streets
Parcels

500
Feet

N
W
E
S

path: \\mcbcc1.org\dfs\GIS_TR\Mike.Dumais\Maps\AgendaMaps\bcc\SW52ST-Flood-Relief.pdf

Author: Mike Dumais
Printed: 3/5/2025

Marion County Office of the County Engineer
Asset Management Section
412 SE 25th Avenue
Ocala, FL 34471

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19815 **Agenda Date:** 8/5/2025 **Agenda No.:** 7.5.3.

SUBJECT:
Request Approval of a State of Florida Department of Transportation Locally Funded Agreement Supplemental Amendment Number 1 and Supporting Resolution Concerning County Road 484 (at the intersection of Marion Oaks Boulevard) Project (Budget Impact - Neutral)

INITIATOR:
Steven Cohoon, P.E., County Engineer

DEPARTMENT:
Office of the County Engineer

DESCRIPTION/BACKGROUND:
The County previously entered into a Locally Funded Agreement with the Florida Department of Transportation (FDOT) for intersection improvements at County Road 484 and Marion Oaks Boulevard (G3485, FPN 449277-2-62-01), which included a payment of $13,462.00.

Upon FDOT's review of the Locally Funded Agreement and its agreement with DRMP, Inc. for Construction Engineering Inspection (CEI) services, it was determined that the $13,462.00 payment would be applied directly to CEI project costs, rather than placed into an escrow account. As a result, FDOT has requested the County process Supplemental Amendment Number 1 to remove the escrow language in Section 4(K).

BUDGET/IMPACT:
Neutral

RECOMMENDED ACTION:
Motion to approve the attached Supplemental Amendment Number 1 Agreement and supporting Resolution and authorize the Chairman and Clerk to execute the same.

LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Hinton (Last) Douglas (First) (Dept) Office of the County Engineer - 4121

(Title) Deputy County Engineer (Phone) 352-671-8382

Signature Douglas R Hinton Date 7/8/2025

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for: ☐ Draft Document ☑ Approve as to Form ☐ RESUBMIT LRM No. _____
☐ Legal Opinion ☐ Other

Description of Request

This is Supplemental Amendment Number 1 to the Locally Funded Agreement (LFA) signed by the Commission, on May 7, 2024. This Supplemental Amendment Number 1 details the removal of section 4.(K) of the original Locally Funded Agreement, as there is no escrow agreement associated with the FPN 449277-2-62-01.

Please review and approve (or comment) on the attached Supplemental Amendment Number 1 and Resolution, as to form.

For more information or discussion, contact: ☐ Same as above

(Name) Tsagaris (Last) Brenda (First) (Title) Transportation Contract Coordinator (Phone) 352-671-8677

Agenda Item? ☑ Yes ☐ No Agenda Date: Tuesday, August 5, 2025

Agenda Deadline Date for **Legal:** Thursday, July 3, 2025 Agenda Deadline Date for **Admin:** Thursday, July 17, 2025

Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2025-613

Assigned to: ☐ Matthew Guy Minter, County Attorney ☐ Dana E. Olesky, Chief Asst. County Attorney ☑ Linda Blackburn Asst. County Attorney ☐ Thomas Schwartz Asst. County Attorney ☐ Valdoston Shealey Asst. County Attorne

Outcome:

☐ Approved as to form and legal sufficiency
☑ Approved with revisions: ☐ Suggested ☑ Completed
☐ Other:

Date Received:

RECEIVED
By Marion County Attorney- AT at 4:04 pm, Jul 08, 2025

Attorney Signature: Linda D Blackburn Date July 10, 2025

Staff Signature: Ashlyn Tuck Date: 7/10/25 Returned: ☑ Department ☐ Admin ☐ _____
Completed

Rev2 03/19/2025

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

LOCALLY FUNDED AGREEMENT
SUPPLEMENTAL AMENDMENT NUMBER 1

EXECUTION DATE:_____

Agency: Marion County	Fund: LF	Financial Management No.:
Vendor No: F596000735002	Contract Amount: $13,462.00	449277-2-62-01

The terms of the Locally Funded Agreement between MARION COUNTY (hereinafter referred to as the "LOCAL GOVERNMENT") and the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the "DEPARTMENT") for the "County Road 484 (at the intersection of Marion Oaks Boulevard)" project, executed on **March 22, 2025**, are hereby amended as follows:

The purpose of this Supplemental Amendment Number 1 is to remove section 4.(K) of the original Agreement, as there is no escrow agreement associated with the FPN 449277-2-62-01:

~~(K) The payment of funds under this Locally Funded Agreement will be made directly the DEPARTMENT for deposit and as provided in the attached escrow agreement between LOCAL GOVERNMENT, DEPARTMENT and the State of Florida, Department of Financial Services, Division of Treasury.~~

Except as hereby modified, amended or changed, all of the terms and conditions of said original Agreement thereto will remain in full force and effect.

The Resolution authorizing entry into this Supplemental Agreement is attached and incorporated into this Supplemental Agreement as Exhibit "B" – Resolution.

Remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement _____, and the DEPARTMENT has executed this Agreement _____.

MARION COUNTY

By: _____

Name: Kathy Bryant

Title: Chairman

Attest:

_____

Legal Review:

_____

LOCAL GOVERNMENT Attorney

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____

Name: James S. Stroz, Jr., P.E.

Title: Director of Transportation Development

Attest:

_____

Executive Secretary

Legal Review:

_____

DEPARTMENT Attorney

Financial Provisions Approval by Department of Comptroller on:

October 5, 2020

EXHIBIT "B"

RESOLUTION

The Resolution, or other official authorization, authorizing entry into this Agreement is attached and incorporated into this Agreement.

RESOLUTION NO. 2025-R-_____

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, APPROVING A SUPPLEMENTAL AMENDMENT NUMBER 1 TO THE APPROVED STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LOCALLY FUNDED AGREEMENT PER RESOLUTION NO. 25-R-83, AND AUTHORIZING THE CHAIR AND CLERK TO EXECUTE SAME; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation and Marion County desire to facilitate an intersection improvements project which includes roadway widening for turn lanes at CR 484 and Marion Oaks Boulevard Intersection Improvement, in Marion County, as resolved in Resolution No. 25-R-83 on March 5, 2025; and

WHEREAS, the State of Florida Department of Transportation and Marion County executed the Locally Funded Agreement for the aforementioned project (CR 484 at Marion Oaks Boulevard Intersection Improvement; FPN 449277-2-62-01) on March 22, 2025; and

WHEREAS, Supplemental Amendment Number 1 is to remove section 4. (K) of the original Locally Funded Agreement, as there is no escrow agreement associated with the aforementioned project (CR 484 at Marion Oaks Boulevard Intersection Improvement; FPN 449277-2-62-01); and

WHEREAS, the State of Florida Department of Transportation has requested Marion County to execute and deliver Supplemental Amendment Number 1, to remove section 4. (K) of the original Agreement for the aforementioned project (CR 484 at Marion Oaks Boulevard Intersection Improvement; FPN 449277-2-62-01).

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

SECTION 1. Amendment Approval. The Board hereby approves the Supplemental Amendment Number 1 to the Locally Funded Agreement executed March 22, 2025, for the aforementioned project and the Chair and Clerk are authorized to make, execute, and deliver said Supplemental Amendment Number 1 to the State of Florida Department of Transportation.

SECTION 2. Effective Date. This Resolution shall become effective immediately upon its adoption.

DULY ADOPTED in regular session this 5th day of August, 2025.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FL

GREGORY C. HARRELL, CLERK

KATHY BRYANT, CHAIRMAN

Docusign Envelope ID: D44991FF-3B76-4F0B-92A7-51E433F4C407

Agency: Marion County Vendor No: F596000735002	Fund: LF Contract Amount: $13,462.00	Financial Project No.: 449277-2-62-01

LOCALLY FUNDED AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
MARION COUNTY

This **AGREEMENT**, made and entered into 03/22/2025 | 6:43 PM EDT, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the "DEPARTMENT") and MARION COUNTY (hereinafter referred to as the "LOCAL GOVERNMENT"),

WITNESSETH:

WHEREAS, the Parties have been granted specific legislative authority to enter into this Agreement pursuant to Section 339.12, Florida Statutes; and

WHEREAS, the LOCAL GOVERNMENT, by Resolution, a copy of which is attached hereto, as Exhibit "B", and made apart hereof, has authorized its officers to execute this Agreement on its behalf; and

WHEREAS, the DEPARTMENT is prepared, in accordance with its Adopted Five Year Work Program, to undertake the Construction Engineering and Inspection (CEI) services for the project described as: the "County Road 484 (at the intersection of Marion Oaks Boulevard)" project, said project being known as Financial Project Number (FPN) 449277-2-62-01, hereinafter referred to as the "Project"; and

WHEREAS, the Project is not revenue producing and is contained in the Adopted Work Program; and

WHEREAS, the implementation of the Project is in the interests of both the DEPARTMENT and the LOCAL GOVERNMENT and it would be most practical, expeditious, and economical for the LOCAL GOVERNMENT to provide a portion of the funds for the CEI services of the Project in Fiscal Year 2024/2025, said portion of the Project being known as FPN 449277-2-62-01, and said costs hereinafter referred to as the "Federal-Aid Funding Shortfall" and

WHEREAS, in order to maintain uniformity throughout the Project and to provide for the Federal-Aid Funding Shortfall in a cost effective manner, the LOCAL GOVERNMENT desires to provide funding to the DEPARTMENT to be used for the Federal-Aid Funding Shortfall, as described in "Exhibit A".

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NOW, THEREFORE, in consideration of the mutual benefits to be derived from the joint participation of this Agreement, the parties agree as follows:

1. The term of this Agreement shall begin upon the date of signature of the last party to sign and shall remain in full force and effect through completion of all services required of the LOCAL GOVERNMENT. The DEPARTMENT may, at any time and at any stage, amend or terminate the Project in whole or in part if the DEPARTMENT determines that such action is in the best interests of the public.

2. The DEPARTMENT shall undertake and complete the CEI services for the Project using the Federal-Aid Funding Shortfall described in Exhibit “A”.

3. The DEPARTMENT shall perform the CEI services for the Project. Nothing herein shall be construed as requiring the DEPARTMENT to perform any activity which is outside the scope of the Project as previously defined. Except as specifically stated otherwise in this Agreement, all such activities shall be performed by such entities, at such times, in such manner, under such conditions, and pursuant to such standards as the DEPARTMENT, in its sole discretion, deems appropriate. The LOCAL GOVERNMENT shall not have any jurisdiction or control over the DEPARTMENT’S activities, except as specifically stated in this Agreement. The LOCAL GOVERNMENT shall be entitled to be advised of the progress of the Project at reasonable intervals upon request.

4. Contribution by the LOCAL GOVERNMENT of the funds for the CEI phase of the Project shall be made as follows:

(A) The LOCAL GOVERNMENT and the DEPARTMENT agree to share the cost for CEI services of the Project. The LOCAL GOVERNMENT agrees to provide the Federal-Aid Funding Shortfall for the CEI services and the DEPARTMENT agrees to provide the remaining federal funds for the federal participating share of the CEI services, up to **$89,663.00 (Eighty-Nine Thousand Six Hundred Sixty-Three Dollars and No/100).**

(B) The share of the LOCAL GOVERNMENT shall be, at a minimum, the stated percentage of the actual Federal-Aid Funding Shortfall for the project. However, in the event the federal government fails to provide an amount which is equal to the anticipated federal participating share, the LOCAL GOVERNMENT shall be responsible for 100% of the funds required to make up the shortfall, including cost overruns and/or supplemental agreements not paid by federal funds. The DEPARTMENT is only responsible for the stated federal participating share as described in paragraph 4(A). The Project is off the “State Highway System”, therefore, in accordance with Section

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339.08(1), F.S., State funding cannot be used for payments of non-participating costs on this Project.

(C) Should such shortfalls occur, due to a determination that said costs are non-participating, the LOCAL GOVERNMENT agrees to provide, without delay adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund the shortfall. The DEPARTMENT shall notify the LOCAL GOVERNMENT as soon as it becomes apparent there is a shortfall; however, failure of the DEPARTMENT to so notify the LOCAL GOVERNMENT shall not relieve the LOCAL GOVERNMENT from its obligation to pay for its full participation of the Federal-Aid Funding Shortfall during the project and on final accounting, as provided herein below.

(D) The estimated total cost as set forth in the DEPARTMENT'S adopted work program for this Project is **$103,125.00 (One Hundred Three Thousand One Hundred Twenty-Five Dollars and No/100)**. The estimated LOCAL GOVERNMENT share for 100% of the funding shortfall portion of the project is **$13,462.00 (Thirteen Thousand Four Hundred Sixty-Two and No/100).**

(E) The LOCAL GOVERNMENT agrees that it will, on or before but no later than **within at least fourteen (14) calendar days of the execution of this Agreement**, furnish the DEPARTMENT an advance deposit in the amount of **$13,462.00 (Thirteen Thousand Four Hundred Sixty-Two and No/100).** The deposit shall be the total estimated Federal-Aid Funding Shortfall.

(F) If the Federal-Aid Funding Shortfall costs are in excess of the advance deposit amount, the LOCAL GOVERNMENT will provide, without delay, an additional deposit within fourteen (14) calendar days of notification from the DEPARTMENT, so that the total deposit is equal to the Federal-Aid Funding Shortfall. The DEPARTMENT will notify the LOCAL GOVERNMENT as soon as it becomes apparent the Federal-Aid Funding Shortfall costs are in excess of the advance deposit amount. However, failure of the DEPARTMENT to so notify the LOCAL GOVERNMENT shall not relieve the LOCAL GOVERNMENT from its obligation to pay for its full participation on final accounting as provided herein below. If the LOCAL GOVERNMENT cannot provide the additional deposit within fourteen (14) days, a letter must be submitted to and approved by the DEPARTMENT's project manager indicating when the deposit will be made. The LOCAL GOVERNMENT understands the request and approval of the additional time could delay the project, and additional costs may be incurred due to delay of the project.

(G) If the Federal-Aid Funding Shortfall costs are less than the advance deposit amount, the DEPARTMENT will refund the amount that the advance deposit

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exceeds the LOCAL GOVERNMENT's share of the Federal-Aid Funding Shortfall costs if such refund is requested by the LOCAL GOVERNMENT in writing.

(H) Should project modifications occur that increase the Federal-Aid Funding Shortfall costs, the LOCAL GOVERNMENT will be notified by the District accordingly. The LOCAL GOVERNMENT agrees to provide, without delay, adequate funds to ensure that cash on deposit with the DEPARTMENT is sufficient to fully fund the Federal-Aid Funding Shortfall Costs. The DEPARTMENT shall notify the LOCAL GOVERNMENT as soon as it becomes apparent the Federal-Aid Funding Shortfall Costs will overrun the advance deposit amount. However, failure of the DEPARTMENT to so notify the LOCAL GOVERNMENT shall not relieve the LOCAL GOVERNMENT from its obligation to pay for its full participation on final accounting as provided herein below.

(I) The DEPARTMENT intends to have its final and complete accounting of all costs incurred in connection with the work performed hereunder within three-hundred and sixty (360) calendar days of final payment to the Consultant. All project cost records and accounts shall be subject to audit by a representative of the LOCAL GOVERNMENT for a period of three (3) years after final close out of the project. The LOCAL GOVERNMENT will be notified of the final cost. The parties agree that in the event the final accounting of total project costs pursuant to the terms of this agreement is less than the total deposits to date, a refund of the excess will be made by the DEPARTMENT to the LOCAL GOVERNMENT. If the final accounting is not performed within three-hundred and sixty (360) calendar days, the LOCAL GOVERNMENT is not relieved from its obligation to pay.

(J) In the event said final accounting of total project costs is greater than the total deposits to date, the LOCAL GOVERNMENT will pay the additional amount within forty (40) calendar days from the date of the invoice. The LOCAL GOVERNMENT agrees to pay interest at a rate as established pursuant to Section 55.03, Florida Statutes (F.S.), on any invoice not paid within the forty (40) calendar days until the invoice is paid.

(K) The payment of funds under this Locally Funded Agreement will be made directly to the DEPARTMENT for deposit and as provided in the attached escrow agreement between LOCAL GOVERNMENT, DEPARTMENT and the State of Florida, Department of Financial Services, Division of Treasury.

(L) Contact Persons:

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DEPARTMENT

District 5 Local Programs
719 South Woodland Boulevard, M.S. 4-520
DeLand, Florida 32720
(386) 943-5537
D5-LocalPrograms@dot.state.fl.us

District 5 Construction Special Projects
719 South Woodland Boulevard, M.S. 3-506
DeLand, Florida 32720
PH: (386) 943-5406
D5-ConstructionSpecialProjects@dot.state.fl.us

LOCAL GOVERNMENT

Christopher Zeigler
Traffic Operations Manager
Marion County
412 Southeast 25th Avenue
Ocala, Florida 34471
(352) 671-8356
Christopher.Zeigler@marionfl.org

5. All tracings, plans, specifications, maps, models, reports, or other work product prepared or obtained under this Agreement shall be considered works made for hire for the DEPARTMENT and shall at all times be and remain the property of the DEPARTMENT without restriction or limitation on their use. The LOCAL GOVERNMENT may, however, inspect those materials upon providing reasonable advance notice to the DEPARTMENT.

6. In the event this Agreement is in excess of TWENTY FIVE THOUSAND DOLLARS ($25,000.00) or has a term for a period of more than one (1) year, the provisions of Chapter 339.135(6)(a), Florida Statutes, are hereby incorporated as follows:

> "The DEPARTMENT, during any fiscal year, shall 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. The DEPARTMENT shall require a statement from the Comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) 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; and this paragraph shall be incorporated verbatim in all

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contracts of the DEPARTMENT which are for an amount in excess of $25,000.00 and which have a term for a period of more than one (1) year."

7. The DEPARTMENT may unilaterally cancel this Agreement for refusal by the LOCAL GOVERNMENT to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by such party in conjunction with this Agreement.

8. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof, and incorporates and includes all proper negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein. The parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

9. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Any provision herein determined by a court of competent jurisdiction, or any other legally constituted body having jurisdiction, to be invalid or unenforceable shall be severable and the remainder of this Agreement shall remain in full force and effect, provided that the invalidated or unenforceable provision is not material to the intended operation of this Agreement.

10. The DEPARTMENT and the LOCAL GOVERNMENT acknowledge and agree to the following:

(A) The LOCAL GOVERNMENT shall utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the LOCAL GOVERNMENT during the term of the contract; and

(B) The LOCAL GOVERNMENT shall expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the contractor/subcontractor during the contract term.

The remainder of this page intentionally left blank.

Docusign Envelope ID: D44991FF-3B76-4F0B-92A7-51E433F4C407

IN WITNESS WHEREOF, the LOCAL GOVERNMENT has executed this Agreement on March 5, 2025, and the DEPARTMENT has executed this Agreement on 03/22/2025 | 6:43 PM EDT.

MARION COUNTY

By: Kathy Bryant

Name: Kathy Bryant

Title: CHairman

Attest:

Gregory C. Harrell, Clerk

Legal Review:

For: LOCAL GOVERNMENT Attorney

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

DocuSigned by:
By: Adkins, Jack
1752524FC337485...

Name: C. Jack Adkins

Title: Director of Transportation Development

Attest:

DocuSigned by:
Sharon Lichr
5F2020E0D9B54A...
Executive Secretary

Legal Review:

DocuSigned by:
Daniel McDermott
5497A2C6BA43...
DEPARTMENT Attorney

Financial Provisions Approval by Department of Comptroller on:

October 5, 2020

Docusign Envelope ID: D44991FF-3B76-4F0B-92A7-51E433F4C407

EXHIBIT "A"

SCOPE OF SERVICES

The County Road 484 at Marion Oaks Boulevard project is with Marion County (LOCAL GOVERNMENT). This is an intersection improvements project which includes roadway widening for turn lanes. The project limits on County Road 484 are from 157 feet west of Marion Oaks Boulevard to 563 feet east of Marion Oaks Boulevard for a total length of 0.14 miles. The project limits on Marion Oaks Boulevard are from County Road 484 to 308 feet south of County Road 484 for a total length of 308 feet (0.06 Miles). The total project length is 1,028 feet (0.20 miles).

Proposed roadway improvements on County Road 484 include widening within the existing median to construct an additional 10.5-foot-wide westbound left turn lane and a 2-foot-wide traffic separator. The existing left turn lane will be extended. A median nose will be extended on County Road 484. The milling and resurfacing of existing travel lanes on County Road 484 and Marion Oaks Boulevard are proposed. Roadway improvements on Marion Oaks Boulevard include widening the east side of northbound travel lanes to construct an 11-foot-wide right turn lane. Proposed drainage improvements include installation of a new curb inlet and Type E and Type F curb and gutter. Proposed signalization improvements include replacement of existing overhead traffic signal heads, new span wire assembly, and signal cable. Relocation of existing video detection is proposed. All existing overhead street signs will be removed. New internally illuminated street signs and a blank out sign are proposed on the strain poles.

Other construction elements include mobilization, maintenance of traffic, erosion control, clearing and grubbing, regular excavation, sod, and signing and pavement markings.

All pedestrian facilities shall adhere to current Americans with Disabilities Act (ADA) standards. Utility coordination is required and has been coordinated. Utility coordination will be required during construction and utility work schedules have been developed. The County (LOCAL GOVERNMENT) is coordinating permitting requirements with the Southwest Florida Water Management District (SFWMD). The County (LOCAL GOVERNMENT) shall construct the project within the limits of the existing right-of-way or easements.

The LOCAL GOVERNMENT will be responsible for providing funds for any Federal-Aid Funding Shortfall including the initial amount of $13,462.00.

The remainder of this page intentionally left blank.

Docusign Envelope ID: D44991FF-3B76-4F0B-92A7-51E433F4C407

EXHIBIT “B”

RESOLUTION

The Resolution, or other official authorization, authorizing entry into this Agreement is attached and incorporated into this Agreement.

Docusign Envelope ID: D44991FF-3B76-4F0B-92A7-51E433F4C407

RESOLUTION NO. 25-R- 83

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

WHEREAS, the State of Florida Department of Transportation has requested Marion County to execute and deliver a Locally Funded Agreement for the Construction Engineering Inspection (CEI) through the District Five CEI Continuing Services Contract for the aforementioned project (County Road 484 at the intersection of Marion Oaks Boulevard: FPN 449277-2-62-01: CEI construction support phase.)

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

SECTION 1. Agreement Approval. The Board hereby approves the Locally Funded Agreement for the aforementioned project and the Chair and Clerk are authorized to make, execute, and deliver said Agreement to the State of Florida Department of Transportation.

SECTION 2. Effective Date. This Resolution shall become effective immediately upon its adoption.

DULY ADOPTED this 5TH day of March, 2025.

ATTEST:

GREGORY C. HARRELL, CLERK

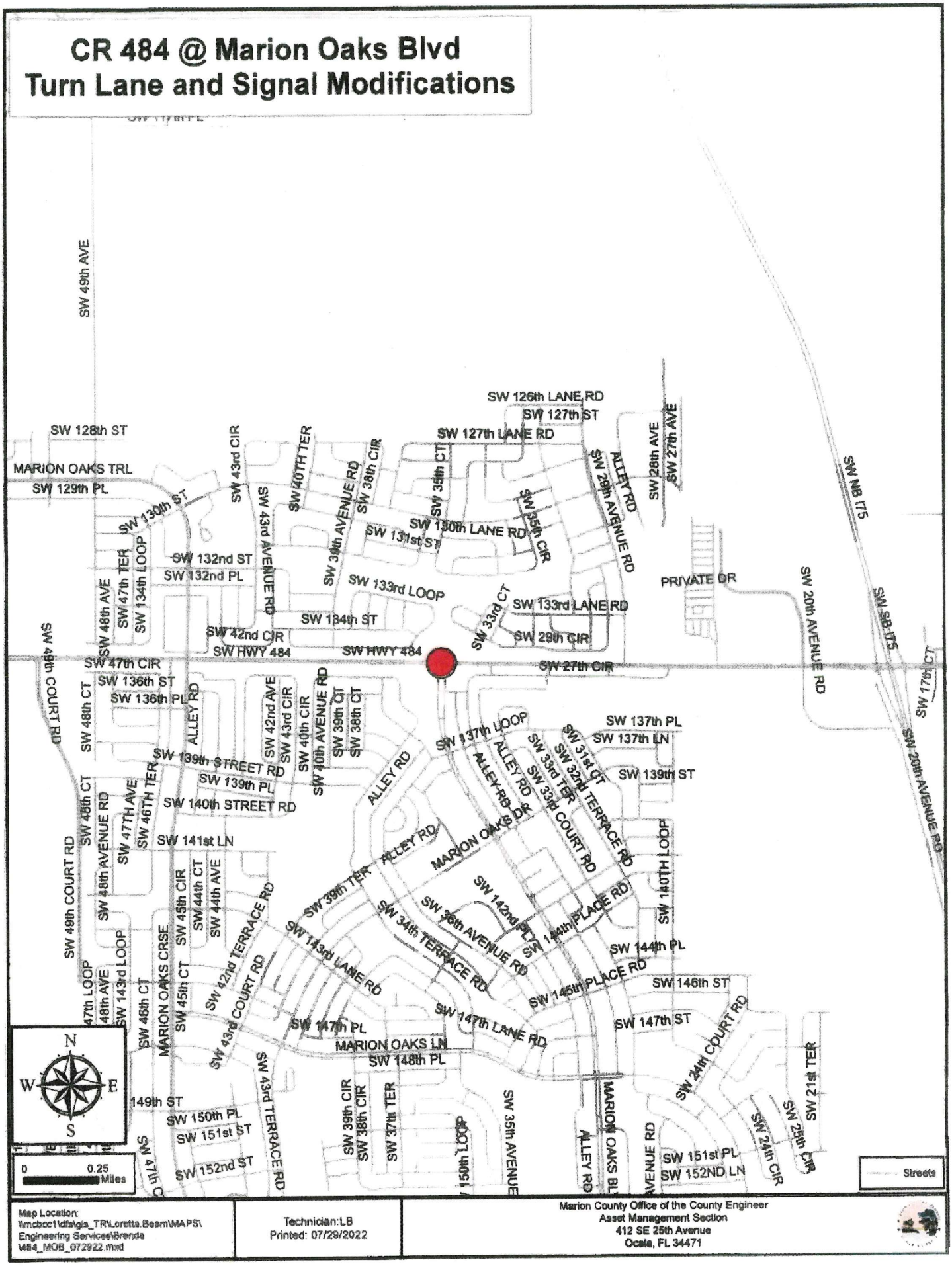
March 5, 2025
(Date)

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

KATHY BRYANT, CHAIRMAN

March 5, 2025
(Date)

Docusign Envelope ID: D44991FF-3B76-4F0B-92A7-51E433F4C407



Certificate Of Completion

Envelope Id: D44991FF-3B76-4F0B-92A7-51E433F4C407
Status: Completed
Subject: Complete with Docusign: 449277-2-62-01 (Shortfall LFA) CR484.pdf
Contract Number (ex. C9A12, optional):
Document Contains Confidential Information?: No
Fin Proj Num (ex.123456-1-32-01, Optional): 449277-2-62-01
Office (contact Procurement if add is needed):
Local Programs
HR Action?: No
Source Envelope:
Document Pages: 11
Signatures: 3
Certificate Pages: 2
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Sarah McNamara
605 Suwannee Street
MS 20
Tallahassee, FL 32399-0450
Sarah.McNamara@dot.state.fl.us
IP Address: 156.75.252.6

Record Tracking

Status: Original
3/13/2025 1:26:20 PM
Holder: Sarah McNamara
Sarah.McNamara@dot.state.fl.us
Location: DocuSign

Signer Events	Signature	Timestamp
Daniel McDermott Daniel.McDermott@dot.state.fl.us District Chief Counsel FL DOT Signing Group: D5 General Law Legal Group Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: Daniel McDermott 585E81E26BBA45C... Signature Adoption: Pre-selected Style Using IP Address: 156.75.252.6	Sent: 3/13/2025 1:28:15 PM Viewed: 3/13/2025 2:37:33 PM Signed: 3/21/2025 8:41:41 AM
Adkins, Jack jack.adkins@dot.state.fl.us Director of Transportation Development FDOT Security Level: Email, Account Authentication (None), Login with SSO **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: Adkins, Jack 1752524FC337485... Signature Adoption: Pre-selected Style Using IP Address: 129.222.253.71 Signed using mobile	Sent: 3/21/2025 8:41:43 AM Viewed: 3/22/2025 6:43:18 PM Signed: 3/22/2025 6:43:27 PM
Sharon Liehr sharon.liehr@dot.state.fl.us Executive Assistant FDOT Signing Group: D5 Executive Assistants Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	DocuSigned by: Sharon Liehr 5E2020F0D9BF45A... Signature Adoption: Pre-selected Style Using IP Address: 156.75.180.190	Sent: 3/22/2025 6:43:29 PM Viewed: 3/23/2025 6:26:38 PM Signed: 3/23/2025 6:26:44 PM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Kim Kipp kim.kipp@dot.state.fl.us Paralegal Specialist Florida Department of Transportation Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 3/13/2025 1:28:16 PM Viewed: 3/13/2025 1:59:15 PM
Linda Lee linda.lee@dot.state.fl.us FDOT Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 3/13/2025 1:28:16 PM
Precious L. Lewis Precious.Lewis@dot.state.fl.us Kristen Webb Kristen.Webb@dot.state.fl.us Sarah McNamara Sarah.McNamara@dot.state.fl.us Brunna Garcia Brunna.Garcia@dot.state.fl.us Stephanie Rodriguez stephanie.rodriguez@dot.state.fl.us Signing Group: D5 Local Programs Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 3/23/2025 6:26:46 PM Resent: 3/23/2025 6:26:52 PM Viewed: 3/24/2025 12:03:25 PM

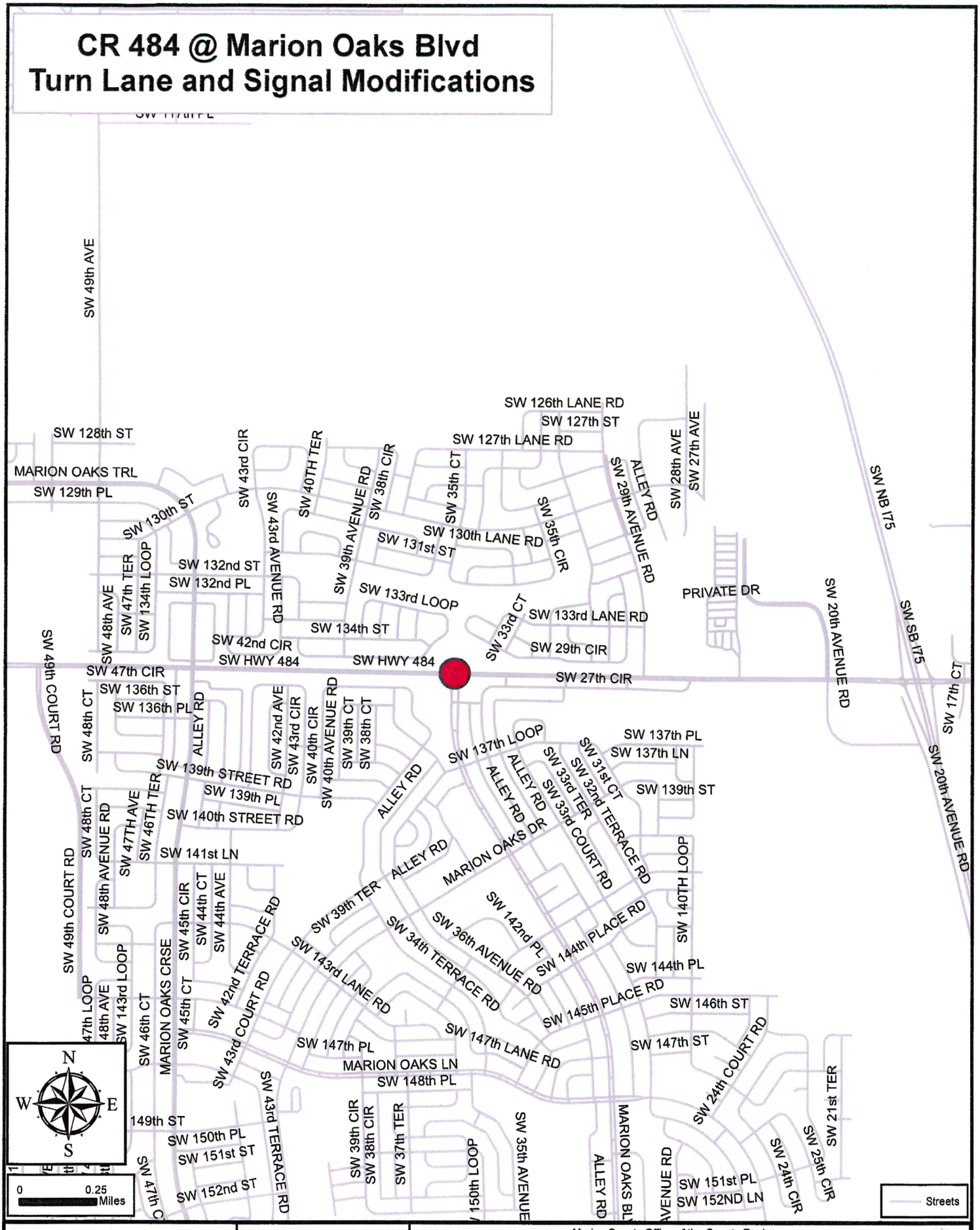
Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/13/2025 1:28:16 PM
Certified Delivered	Security Checked	3/23/2025 6:26:38 PM
Signing Complete	Security Checked	3/23/2025 6:26:44 PM
Completed	Security Checked	3/23/2025 6:26:46 PM

Payment Events	Status	Timestamps

CR 484 @ Marion Oaks Blvd
Turn Lane and Signal Modifications



Map Location: \\mcbcc1\dfs\gis_TR\Loretta.Beam\MAPS\ Engineering Services\Brenda \484_MOB_072922.mxd	Technician:LB Printed: 07/29/2022	Marion County Office of the County Engineer Asset Management Section 412 SE 25th Avenue Ocala, FL 34471

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19826 **Agenda Date:** 8/5/2025 **Agenda No.:** 7.5.4.

SUBJECT:
Request Approval of a Purchase Agreement Associated with the SW 80th Street Road Improvement Project for Parcel 3545-001-001 (Budget Impact - Neutral; expenditure of $230,000)

INITIATOR:
Steven Cohoon, P.E. County Engineer

DEPARTMENT:
Office of the County Engineer

DESCRIPTION/BACKGROUND:
This is a request to approve a Purchase Agreement in the amount of $230,000 plus closing costs for parcel 3545-001-001 associated with the SW 80th Street (SW 80th Avenue to SW Hwy 200) Road Improvement Project. This is an improved lot consisting of .23 acres. The 936 square foot single family residence, constructed in 1972, consists of two (2) bedrooms, two (2) bathrooms and a 312 square foot garage.

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

BUDGET/IMPACT:
Neutral; expenditure of $230,000 plus closing cost (TIP077586 - TIP ROADS - EXPANS ROW - 762T - BO762541 - 561301).

RECOMMENDED ACTION:
Motion to approve the Purchase Agreement and Addendum and authorize the Chairman and Clerk to execute the same.

LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Weaver (Last) Cheryl (First) (Dept) Office of the County Engineer - 4121

(Title) Property Manager (Phone) 352-671-8679

Signature Cheryl Weaver Date Tuesday, July 1, 2025

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for: ☐ Draft Document ☑ Approve as to Form ☐ RESUBMIT LRM No. _____
☐ Legal Opinion ☐ Other

Description of Request

Request to review and approve a purchase agreement and addendum between Marion County and Opendoor Property Trust I associated with SW 80th Street.

This LRM is associated with a previous LRM 2025-570 being reviewed by Linda Blackburn.

For more information or discussion, contact: ☑ Same as above

(Name) _____ (Last) _____ (First) (Title) _____ (Phone) _____

Agenda Item? ☑ Yes ☐ No Agenda Date: Tuesday, August 5, 2025

Agenda Deadline Date for **Legal:** Tuesday, July 8, 2025 Agenda Deadline Date for **Admin:** Thursday, July 17, 2025

Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2025-592

Assigned to: ☐ Matthew Guy Minter, County Attorney ☐ Dana E. Olesky, Chief Asst. County Attorney ☑ Linda Blackburn Asst. County Attorney ☐ Thomas Schwartz Asst. County Attorney ☐ Valdoston Shealey Asst. County Attorne

Outcome:
☑ Approved as to form and legal sufficiency
☐ Approved with revisions: ☐ Suggested ☐ Completed
☐ Other:

Date Received:

RECEIVED
By Marion County Attorney- AT at 10:17 am, Jul 02, 2025

Attorney Signature: Linda D. Blackburn Date July 2, 2025

Staff Signature: Kathryn Tuck (Completed) Date: 7/2/25 Returned: ☑ Department ☐ Admin ☐ _____

Rev2 03/19/2025

This instrument prepared by:
Office of County Engineer

412 SE 25th Avenue
Ocala, FL. 34471

June 27, 2025

Return to:
Office of County Engineer

412 SE 25th Avenue Bldg 1
Ocala, FL. 34471

Project: SW 80th Street
Project Parcel #: N/A
Parcel ID#: 3545-001-001

PURCHASE AGREEMENT

THIS **AGREEMENT** is made by and between: **Opendoor Property Trust I**, a Delaware statutory trust, having a mailing address of 410 N Scottsdale Rd Ste 1600, Tempe, AZ 85288-0976, hereinafter referred to as the SELLER and **MARION COUNTY**, a political subdivision of the State of Florida for use and benefit of MARION COUNTY, hereinafter referred to as BUYER.

WITNESSETH

For and in consideration of the mutual covenants and conditions herein contained, SELLER hereby agrees to sell and BUYER hereby agrees to buy the following property or interest therein, upon the following terms and conditions:

I. DESCRIPTION

(a) Real estate or interest therein, identified as Parcel ID #: 3545-001-001 related to SW 80th Street road project incorporated herein by reference and attached as Exhibit "A".

(x) Fee Simple
( ) Temporary Construction Easement
( ) Permanent Easement
( ) Leasehold Interest

(b) Personal property, Fixtures and Appliances identified as follows:

1) **Personal property**: Unless excluded below or by other terms of this Agreement, the following items which are owned by Seller and existing on the Property as of the date of the initial offer are included in the purchase: range(s)/ovens(s), refrigerator(s), dishwasher, disposal, ceiling fan(s), intercom, light fixture(s), drapery rods and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), security gate and other access devices, and storm shutters/panels ("Personal Property").
Other Personal Property items included in this purchase are:
N/A

The following Personal Property items are excluded from the purchase:
N/A

2) **Fixtures and Built-In Appliances**: With the exception of the exclusion items listed below, the SELLER and BUYER agree that all existing improvements and fixtures located on or in the property, including but not limited to built-in appliances, built-in furnishings and attached wall-to-wall carpeting and flooring, windows, screens, shades, blinds, heating systems, HVAC components, air conditioners, pumps, electrical fixtures, and any other equipment or furniture that is fixed in position, shall be included in the sale of the Property.
The following exclusion items are fixtures and built-in appliances that will not be conveyed to Buyer:
N/A

II. PURCHASE PRICE

(a) Itemized purchase price:

Land and Improvements	$	230,000.00
Damages (Severance/Cost-to-Cure)	$	00.00
Other: Attorney Fees	$	00.00
Other: N/A	$	00.00
Sub-Total	$	230,000.00

(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).
$ 230,000.00

III. CONDITIONS AND LIMITATIONS

(a) It is mutually understood that this Agreement is contingent to and not binding upon the SELLER or BUYER until ratified and accepted by the Marion County Board of County Commissioners, signed by its Chairman, or Vice-Chair, and attested by the Clerk of the Court. This agreement shall be deemed rejected by BUYER if not ratified and accepted by the Board of County Commissioners and the SELLER acknowledges and agrees that this provision cannot be waived by BUYER or any Agent of BUYER.

(b) SELLER is responsible for all taxes due and owing on the property as of the date of closing and agrees that all current taxes for the year in which this agreement is made on the property acquired shall be prorated and SELLER agrees to pay his and/or her share of said prorated taxes as of the date of closing. BUYER agrees to pay closings costs, such as recording fees, doc stamps and title insurance. Additionally, any delinquent taxes shall be collected and delivered to the Marion County Tax Collector.

(c) SELLER is responsible for delivering unencumbered title to BUYER at closing. Any sums which BUYER must expend to clear encumbrances shall be deducted at closing from the purchase price shown in Section II. SELLER shall be liable for any existing encumbrances or any encumbrances arising after closing as a result of actions of the SELLER. The terms of this sub-section shall survive the closing.

(d) Any extension of occupancy beyond the date of closing must be authorized by the BUYER in writing. During the period from the date of closing until the SELLER surrenders possession to the BUYER, the SELLER shall exercise diligent care in protecting the property from theft and vandalism. All property, whether real or personal, included in this agreement shall be delivered to BUYER in the same condition existing as the effective date of this agreement, less any reasonable wear and tear.

(e) Other: _____

_____

IV. CLOSING DATE

(a) This transaction shall be closed and the instrument of conveyance delivered within 90 days of the date of Board of County Commissioners acceptance. The time to close may be extended by BUYER to give SELLER time to cure title defects to deliver marketable fee simple title to the BUYER.

V. TYPEWRITTEN OR HANDWRITTEN PROVISIONS

(a) Typewritten or handwritten provisions inserted herein or attached hereto as Addenda, and initialed by all parties, shall control all printed provisions in conflict herewith. All Addenda, whether typewritten or handwritten, attached hereto must be referenced and initialed in this section. In addition, all addenda must be signed by both the SELLER and BUYER.
There (x) is ( ) is not an addendum to this agreement.

VI. ENTIRE AGREEMENT

(a) This agreement shall bind and inure to the benefit of the parties and their successors in interest. This agreement and any exhibits attached hereto constitutes the entire agreement between the BUYER and SELLER, and there are no other covenants, agreements, promises, terms, provisions, conditions, undertakings, or understandings, either oral or written, between them concerning the property other than those set forth herein. No subsequent alteration, amendment, change, deletion, or addition to this agreement shall be binding upon the BUYER or SELLER unless in writing and signed by both parties.

[This portion of page intentionally left blank. Signature pages follow.]

IN WITNESS WHEREOF, THE PARTIES has caused these presents to be executed in their respective name(s).

WITNESSES:

_____
(Signature)

_____
(Print or type Name)

_____
(Signature)

_____
(Print or type name)

SELLER: OPENDOOR PROPERTY TRUST I, a Delaware statutory trust

Brad Bonney
(Signature)

Brad Bonney, authorized signer on behalf of Opendoor Property Trust I
(Print or type name)

06 / 27 / 2025
(Date)

ATTEST:

GREGORY C. HARRELL,
CLERK OF THE COURT

FOR USE AND RELIANCE OF
MARION COUNTY ONLY,
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

COUNTY ATTORNEY

BUYER:
MARION COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS

BY: KATHY BRYANT, CHAIRMAN

(Date)

Revised· 3-2024

Doc ID: d5aa09aa61c3551008365ea95bd42df0eff8380a

EXHBIT "A"

Lots 1 and 2, Block A, of HIBISCUS PARK, UNIT NO. 2, according to the plat thereof recorded in Plat Book F, Page 58, of the Public Records of Marion County, Florida.

Opendoor Addendum

This **ADDENDUM** ("Addendum") modifies the **PURCHASE AND SALE CONTRACT** (the "Contract") dated _____ between Seller and Buyer (collectively, the "Parties") with respect to the real property commonly known as 7614 SW 80th St, Ocala, FL 34476 (hereinafter, "Property"). Capitalized terms used but not defined in this Addendum have the meaning given to them in the Contract. In the event of any conflict with the terms in the Contract, the terms of this Addendum shall control to the full extent permitted by law.

1. REPRESENTATION

Seller is represented by Opendoor Brokerage LLC ("Opendoor Brokerage"), a subsidiary of Opendoor Labs Inc. and an affiliate of Seller, in this transaction. Buyer understands and agrees that Opendoor Brokerage has NO BROKERAGE RELATIONSHIP with the Buyer.

Some of the employees of Seller or its affiliates, including Seller's authorized signer, may be licensed real estate agents, brokers, or salespeople in the State where the Property is located.

If Buyer changes representation after the execution of this Addendum, it may impact the promotions for which Buyer is eligible. Promotion terms and conditions are located at opendoor.com/terms.

2. SECURITY SYSTEM AND LOCK

The Parties agree that the security system and electronic door lock do not convey. The electronic lock will be replaced with a standard door lock before close.

3. AFFILIATED BUSINESS DISCLOSURE

Buyer agrees to review and sign the Affiliated Business Arrangement Disclosure provided by Seller.

4. EXPIRATIONS

For any expiration date or deadline in the Contract that ends on a Saturday, Sunday, or state or national holiday, the date will be automatically extended to 5:00 p.m. the next business day.

5. EXTENSIONS

The Parties agree that time is of the essence and expressly waive any provisions in the Contract that grant either party the right to unilaterally change any previously agreed upon date. All extensions shall be by mutual written agreement between the Parties.

6. ASSIGNABILITY

The Contract may not be assigned by Buyer unless (a) the transfer of Buyer's interest in the Contract is to an entity in which Buyer holds a legal interest, such as a partnership, trust, limited liability company, or corporation or (b) Seller provides prior written consent. Any such assignment will not release Buyer of its obligations to Seller.

7. BREACH AND REMEDY

If Buyer is in breach of the Contract, Seller's only remedy is to cancel the Contract and receive the earnest money, thereby releasing both Parties from the Contract.

If Seller is in breach of the Contract, Buyer's only remedy is to cancel the Contract and receive the earnest money, thereby releasing both Parties from the Contract.

EQUAL HOUSING OPPORTUNITY

Doc ID: d5aa09aa61c3551008365ea95bd42df0eff8380a

8. SOLAR ENERGY SYSTEM (IF ANY)

If applicable, any solar energy system (including all related panels, accessories, and equipment) present on the Property is sold **AS-IS**. The Seller makes no warranties or guarantees regarding the functionality, efficiency, or condition of any solar energy system.

9. DISBURSEMENTS

The Parties agree to release Escrow Agent from any and all claims related to disbursements authorized by the foregoing sections of this Addendum.

Brad Bonney 05/04/2025

Seller Signature Date

authorized signer on behalf of Opendoor Property Trust I

Buyer Signature Date

Buyer Signature Date

Doc ID: d5aa09aa61c3551008365ea95bd42df0eff8380a

Opendoor

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT

To:
From: Opendoor Labs Inc. and its affiliates identified below
Property: 7614 SW 80th St, Ocala, FL 34476
Date:

This is to give you notice that Opendoor Labs Inc. ("Opendoor") has a business relationship with (i) Opendoor Brokerage LLC, Opendoor Brokerage Inc., OD Homes Brokerage Inc., and Tremont Realty LLC d/b/a Opendoor Connect (collectively, the "Opendoor Brokerages"); (ii) OS National LLC, OS National Alabama LLC, OSN Texas LLC, OSN Title Company, and OSN Escrow Inc. (collectively, the "OSN Entities"); (iii) Title Resources Guaranty Company; (iv) Mainstay Brokerage LLC and Mainstay Brokerage Inc. (collectively, the "Mainstay Brokerages"); and (v) Mainstay National Title LLC and Mainstay National Title Alabama LLC (together, the "Mainstay National Entities" and collectively with the Opendoor Brokerages, OSN Entities, Title Resources Guaranty Company, and Mainstay Brokerages, the "Affiliates"). Specifically, Opendoor is the ultimate owner of the Opendoor Brokerages and the OSN Entities, and is an indirect, partial owner of Title Resources Guaranty Company, the Mainstay Brokerages, and the Mainstay National Entities. Additionally, Lennar Corporation has an indirect ownership interest in Title Resources Guaranty Company. Because of these relationships, this referral may provide Opendoor and/or its Affiliates a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the Affiliates as a condition for the purchase, sale, or refinance of the subject property. The services of one or more of the Affiliates may not be available in the location of the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Provider and Settlement Service	***Charge or Range of Charges***
Opendoor Brokerages and Mainstay Brokerages: Residential real estate brokerage services	***BROKERAGE FEES ARE NOT SET BY LAW AND ARE FULLY NEGOTIABLE***
Real Estate Fees	0 - 6% of purchase price
OSN Entities: Title insurance for owner's and/or lender's coverage; settlement and closing services	For a detailed quote for your home, please visit osnational.com/get-a-quote
Owner Title Policy Premium	$0 - $5,000
Lender Title Policy Premium	$0 - $5,000
Other Endorsements	$0 - $1,000 per endorsement
Escrow/Closing Services	$0 - $4,000
Loan Closing Services	$0 - $350

{continued on next page}

Doc ID: d5aa09aa61c3551008365ea95bd42df0eff8380a

Opendoor

Provider and Settlement Service	*Charge or Range of Charges*
Title Resources Guaranty Company: Title insurance for owner's and/or lender's coverage; settlement and closing services	
Owner Title Policy Premium	$0 - $5,000
Lender Title Policy Premium	$0 - $5,000
Other Endorsements	$0 - $1,000 per endorsement
Escrow/Closing Services	$0 - $4,000
Mainstay National Entities: Title insurance for owner's and/or lender's coverage; settlement and closing services	For a detailed quote for your home, please visit https://mainstaynationaltitlellc.com
Owner Title Policy Premium	$0 - $5,000
Lender Title Policy Premium	$0 - $5,000
Other Endorsements	$0 - $1,000 per endorsement
Escrow/Closing Services	$0 - $4,000
Loan Closing Services	$0 - $350
This is an affiliated business arrangement disclosure statement. Actual services and charges may vary according to the particular circumstances underlying the transaction, including the home value, coverage and limits chosen, whether you are the purchaser or seller, as well as other requested terms, unusual market conditions, government regulation, property location, and similar factors. This disclosure statement does not account for fees paid or payable to third party service providers.	

ACKNOWLEDGMENT

I/we have read this disclosure form and understand that Opendoor and/or its Affiliates are referring me/us to purchase the above-described settlement service(s) and may receive a financial or other benefit as the result of this referral.

Printed Name	Printed Name
Signature	Signature
Date	Date

Comprehensive Rider to the Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

FloridaRealtors®

If initialed by all parties, the clauses below will be incorporated into the Florida Realtors®/Florida Bar Residential Contract For Sale And Purchase between Opendoor Property Trust I (SELLER) and _____ (BUYER) concerning the Property described as 7614 SW 80th St, Ocala, FL 34476

Buyer's Initials _____ _____ ***Seller's Initials*** BB _____

P. LEAD-BASED PAINT DISCLOSURE (Pre-1978 Housing)

Lead-Based Paint Warning Statement

"Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspection in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase."

Seller's Disclosure (INITIAL)

BB **(a)** Presence of lead-based paint or lead-based paint hazards (**CHECK ONE BELOW**):

☐ Known lead-based paint or lead-based paint hazards are present in the housing.

☑ Seller has no knowledge of lead-based paint or lead-based paint hazards in the housing.

BB **(b)** Records and reports available to the Seller (**CHECK ONE BELOW**):

☐ Seller has provided the Buyer with all available records and reports pertaining to lead-based paint or lead-based paint hazards in the housing. List documents: _____

☑ Seller has no reports or records pertaining to lead-based paint or lead-based paint hazards in the housing.

Buyer's Acknowledgement (INITIAL)

_____ **(c)** Buyer has received copies of all information listed above.

_____ **(d)** Buyer has received the pamphlet *Protect Your Family* from *Lead in Your Home*.

_____ **(e)** Buyer has (**CHECK ONE BELOW**):

☐ Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards; or

☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint or lead-based paint hazards.

Licensee's Acknowledgement (INITIAL)

BB **(f)** Licensee has informed the Seller of the Seller's obligations under 42 U.S.C.4852(d) and is aware of Licensee's responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

Brad Bonney	6/27/25		
SELLER	Date	BUYER	Date
Brad Bonney, authorized signer on behalf of Opendoor Property Trust I			
SELLER	Date	BUYER	Date
Karen Albright	6/27/25		
Listing Licensee	Date	Selling Licensee	Date

Any person or persons who knowingly violate the provisions of the Residential Lead-Based Paint Hazard Reduction Act of 1992 may be subject to civil and criminal penalties and potential triple damages in a private civil lawsuit.

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Serial#: 060146-000163-5976261

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Conveyances to Foreign Buyers Addendum

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For new Florida law effective July 1, 2023

The following is made part of the Contract (CHECK ONE):

☑ "AS IS" Residential Contract for Sale and Purchase ("AS IS FR/BAR")

☐ Residential Contract for Sale and Purchase ("FR/BAR")

☐ Contract for Residential Sale and Purchase ("CRSP")

☐ Commercial Contract

☐ Vacant Land Contract

between Opendoor Property Trust I ("Seller")

and _____ ("Buyer")

concerning 7614 SW 80th St, Ocala, FL 34476

_____ ("Property").

ATTENTION: SELLER AND BUYER

CONVEYANCES TO FOREIGN BUYERS: Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property in violation of the Act.**

At time of purchase, Buyer must provide a signed affidavit which complies with the requirements of the Act. Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.

Buyer	Date
Buyer	Date
Brad Bonney authorized signer on behalf of ~~Opendoor Property Trust I~~ Seller	05/04/2025 Date
Seller	Date

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Flood Disclosure

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Florida Statute 689.302 requires a seller to complete and provide a flood disclosure to a purchaser of residential real property **at or before** the time the sales contract is executed.

Seller, Opendoor Property Trust I, provides Buyer the following flood disclosure **at or before** the time the sales contract is executed.

Property address: 7614 SW 80th St, Ocala, FL 34476

Seller, please check the applicable box in paragraphs (1) and (2) below.

FLOOD DISCLOSURE

Flood Insurance: Homeowners' insurance policies do not include coverage for damage resulting from floods. Buyer is encouraged to discuss the need to purchase separate flood insurance coverage with Buyer's insurance agent.

(1) Seller ☐ has ☑ has not filed a claim with an insurance provider relating to flood damage on the property, including, but not limited to, a claim with the National Flood Insurance Program.

(2) Seller ☐ has ☑ has not received federal assistance for flood damage to the property, including, but not limited to, assistance from the Federal Emergency Management Agency.

(3) For the purposes of this disclosure, the term "flooding" means a general or temporary condition of partial or complete inundation of the property caused by any of the following:

a. The overflow of inland or tidal waters.

b. The unusual and rapid accumulation of runoff or surface waters from any established water source, such as a river, stream, or drainage ditch.

c. Sustained periods of standing water resulting from rainfall.

Seller: Brad Bonney authorized signer on behalf of Opendoor ~~Property Trust I~~ Date: 05/04/2025

Seller: _____ Date: _____

Copy provided to Buyer on 06 / 27 / 2025 by ☑ email ☐ facsimile ☐ mail ☐ personal delivery.

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No Brokerage Relationship Disclosure

FLORIDA ASSOCIATION OF REALTORS®

NO BROKERAGE RELATIONSHIP NOTICE

FLORIDA LAW REQUIRES THAT REAL ESTATE LICENSEES WHO HAVE NO BROKERAGE RELATIONSHIP WITH A POTENTIAL SELLER OR BUYER DISCLOSE THEIR DUTIES TO SELLERS AND BUYERS.

As a real estate licensee who has no brokerage relationship with you, Marion County Political Subdivision of the State of Florida and its associates owe to you the following duties:

1. Dealing honestly and fairly;
2. Disclosing all known facts that materially affect the value of residential real property which are not readily observable to the buyer.
3. Accounting for all funds entrusted to the licensee.

Date **Signature**

Copy returned to **Customer** on the ____day of _____, ____by: ☐personal delivery ☐mail ☐E-mail ☐facsimile.

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Seller's Property Disclosure – Residential

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Notice to Licensee and Seller: Only the Seller should fill out this form.

Notice to Seller: Florida law[1] requires a **Seller** of a home to disclose to the **Buyer** all known facts that materially affect the value of the property being sold and that are not readily observable or known by the **Buyer.** This disclosure form is designed to help you comply with the law. However, this disclosure form may not address every significant issue that is unique to the Property. You should think about what you would want to know if you were buying the Property today; and if you need more space for additional information, comments, or explanations, check the Paragraph 12 checkbox and attach an addendum.

Notice to Buyer: The following representations are made by **Seller** and **not** by any real estate licensee. This disclosure is not a guaranty or warranty of any kind. It is not a substitute for any inspections, warranties, or professional advice you may wish to obtain. It is not a substitute for your own personal judgment and common sense. The following information is based only upon **Seller's** actual knowledge of the Property's condition. **Sellers** can disclose only what they actually know. **Seller** may not know about all material or significant items. You should have an independent, professional home inspection to verify the condition of the Property and determine the cost of repairs, if any. This disclosure is not a contract and is not intended to be a part of any contract for sale and purchase.

Seller makes the following disclosure regarding the property described as: _____
7614 SW 80th St, Ocala, FL 34476 (the "Property")

The Property is ☐owner occupied ☐tenant occupied ☒unoccupied (If unoccupied, how long has it been since **Seller** occupied the Property? Seller has never occupied this property

	Yes	No	Don't Know
1. Structures; Systems; Appliances			
(a) Are the structures including roofs; ceilings; walls; doors; windows; foundation; and pool, hot tub, and spa, if any, structurally sound and free of leaks?	☐	☐	☒
(b) Is seawall, if any, and dockage, if any, structurally sound?	☐	☐	☒
(c) Are existing major appliances and heating, cooling, mechanical, electrical, security, and sprinkler systems, in working condition, i.e., operating in the manner in which the item was designed to operate?	☐	☐	☒
(d) Does the Property have aluminum wiring other than the primary service line?	☐	☐	☒
(e) Are any of the appliances leased? If yes, which ones: _____	☐	☐	☒
(f) If any answer to questions 1(a) – 1(c) is no, please explain: _____ (b) No seawall or dockage present. (c) Installed new 40 gallon electric water heater in April 2025.			
2. Termites; Other Wood-Destroying Organisms; Pests			
(a) Are termites; other wood-destroying organisms, including fungi; or pests present on the Property or has the Property had any structural damage by them?	☐	☐	☒
(b) Has the Property been treated for termites; other wood-destroying organisms, including fungi; or pests?	☐	☐	☒
(c) If any answer to questions 2(a) - 2(b) is yes, please explain: _____			
3. Water Intrusion; Drainage; Flooding			
(a) Has past or present water intrusion affected the Property?	☐	☐	☒
(b) Have past or present drainage or flooding problems affected the Property?	☐	☐	☒
(c) Is any of the Property located in a special flood hazard area?	☐	☒	☐
(d) Is any of the Property located seaward of the coastal construction control line?	☐	☐	☒
(e) Does your lender require flood insurance?	☐	☐	☒
(f) Do you have an elevation certificate? If yes, please attach a copy.	☐	☐	☒
(g) If any answer to questions 3(a) - 3(d) is yes, please explain: _____			

[1] *Johnson v. Davis*, 480 So.2d 625 (Fla. 1985).

Seller (BB) and **Buyer** (____) (____) acknowledge receipt of a copy of this page, which is Page 1 of 4

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Opendoor Brokerage, LLC, 8635 TULLAMORE PARK CIR CHARLOTTE NC 28226-2680 Phone: 9197989343 Fax: Sample FL
Karen Albright

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	Yes	No	Don't Know
4. Plumbing			
(a) What is your drinking water source? ☐public ☐private ☒well ☐other			
(b) Have you ever had a problem with the quality, supply, or flow of potable water?	☐	☐	☒
(c) Do you have a water treatment system? If yes, is it ☐owned ☐leased?	☐	☐	☒
(d) Do you have a ☐sewer or ☒septic system? If septic system, describe the location of each system: Unknown			
(e) Are any septic tanks, drain fields, or wells that are not currently being used located on the Property?	☐	☐	☒
(f) Are there or have there been any defects to the water system, septic system, drain fields or wells?	☒	☐	☐
(g) Have there been any plumbing leaks since you have owned the Property?	☐	☐	☒
(h) Are any polybutylene pipes on the Property?	☐	☐	☒
(i) If any answer to questions 4(b), 4(c), and 4(e) - 4(h) is yes, please explain: (f) Replaced well compnents (1hp pump, foot valve and leather package , 35 gallon pressure tank) by InLine Construction in June 2025.			
5. Roof and Roof-Related Items			
(a) To your knowledge, is the roof structurally sound and free of leaks?	☐	☐	☒
(b) The age of the roof is Less than a year years OR date installed _____			
(c) Has the roof ever leaked during your ownership?	☐	☐	☒
(d) To your knowledge, has there been any repair, restoration, replacement (indicate full or partial) or other work undertaken on the roof? If yes, please explain: Roof: Replaced roof in May 2025	☒	☐	☐
(e) Are you aware of any defects to the roof, fascia, soffits, flashings or any other component of the roof system? If yes, please explain: _____	☐	☐	☒
6. Pools; Hot Tubs; Spas			
Note: Florida law requires swimming pools, hot tubs, and spas that received a certificate of completion on or after October 1, 2000, to have at least one safety feature as specified by Section 515.27, Florida Statutes.			
(a) If the Property has a swimming pool, hot tub, or spa that received a certificate of completion on or after October 1, 2000, indicate the existing safety feature(s): ☒enclosure that meets the pool barrier requirements ☒approved safety pool cover ☒required door and window exit alarms ☒required door locks ☐none			
(b) Has an in-ground pool on the Property been demolished and/or filled?	☐	☐	☒
7. Sinkholes			
Note: When an insurance claim for sinkhole damage has been made by the seller and paid by the insurer, Section 627.7073(2)(c), Florida Statutes, requires the seller to disclose to the buyer that a claim was paid and whether or not the full amount paid was used to repair the sinkhole damage.			
(a) Does past or present settling, soil movement, or sinkhole(s) affect the Property or adjacent properties?	☐	☐	☒
(b) Has any insurance claim for sinkhole damage been made? If yes, was the claim paid? ☐ yes ☐ no If the claim was paid, were all the proceeds used to repair the damage? ☐ yes ☐ no	☐	☐	☒
(c) If any answer to questions 7(a) - 7(b) is yes, please explain: _____			

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	Yes	No	Don't Know
8. Homeowners' Association Restrictions; Boundaries; Access Roads			
(a) Is membership in a homeowner's association mandatory or do any covenants, conditions or restrictions (CCRs) affect the Property? (CCRs include deed restrictions, restrictive covenants and declaration of covenants.) **Notice to Buyer:** If yes, you should read the association's official records and/or the CCRs before making an offer to purchase. These documents contain information on significant matters, such as recurring dues or fees; special assessments; capital contributions, penalties; and architectural, building, landscaping, leasing, parking, pet, resale, vehicle and other types of restrictions.	☐	☒	☐
(b) Are there any proposed changes to any of the restrictions?	☐	☐	☒
(c) Are any driveways, walls, fences, or other features shared with adjoining landowners?	☒	☐	☐
(d) Are there any encroachments on the Property or any encroachments by the Property's improvements on other lands?	☐	☐	☒
(e) Are there boundary line disputes or easements affecting the Property?	☐	☐	☒
(f) Are you aware of any existing, pending or proposed legal or administrative action affecting homeowner's association common areas (such as clubhouse, pools, tennis courts or other areas)?	☐	☐	☒
(g) Have any subsurface rights, as defined by Section 689.29(3)(b), Florida Statutes, been severed from the Property? If yes, is there a right of entry? ☐ yes ☐ no	☐	☐	☒
(h) Are access roads ☐private ☒public? If private, describe the terms and conditions of the maintenance agreement: _____			
(i) If any answer to questions 8(a) - 8(g) is yes, please explain: (c) Shared fences			
(h) For information purposes only- The county is interested in purchasing this property due to a road development - this home may fall into an eminent domain situation			
9. Environmental			
(a) Was the Property built before 1978? If yes, please see Lead-Based Paint Disclosure.	☒	☐	☐
(b) Does anything exist on the Property that may be considered an environmental hazard, including but not limited to, lead-based paint; asbestos; mold; urea formaldehyde; radon gas; methamphetamine contamination; defective drywall; fuel, propane, or chemical storage tanks (active or abandoned); or contaminated soil or water?	☐	☐	☒
(c) Has there been any damage, clean up, or repair to the Property due to any of the substances or materials listed in subsection (b) above?	☐	☐	☒
(d) Are any mangroves, archeological sites, or other environmentally sensitive areas located on the Property?	☐	☐	☒
(e) If any answer to questions 9(b) - 9(d) is yes, please explain: _____			
(a) Home was built prior to 1978 - See Lead Based Paint Addendum.			
10. Governmental, Claims and Litigation			
(a) Are there any existing, pending or proposed legal or administrative claims affecting the Property?	☐	☐	☒
(b) Are you aware of any existing or proposed municipal or county special assessments affecting the Property?	☐	☐	☒
(c) Is the Property subject to any Property Assessed Clean Energy (PACE) assessment per Section 163.08, Florida Statutes?	☐	☐	☒
(d) Are you aware of the Property ever having been, or is it currently, subject to litigation or claim, including but not limited to, defective building products, construction defects and/or title problems?	☐	☐	☒
(e) Have you ever had any claims filed against your homeowner's Insurance policy?	☐	☒	☐

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(f) Are there any zoning violations or nonconforming uses?	☐	☒	☐
(g) Are there any zoning restrictions affecting improvements or replacement of the Property?	☐	☒	☐
(h) Do any zoning, land use or administrative regulations conflict with the existing use of the Property?	☐	☒	☐
(i) Do any restrictions, other than association or flood area requirements, affect improvements or replacement of the Property?	☐	☐	☒
(j) Are any improvements located below the base flood elevation?	☐	☐	☒
(k) Have any improvements been constructed in violation of applicable local flood guidelines?	☐	☒	☐
(l) Have any improvements to the Property, whether by your or by others, been constructed in violation of building codes or without necessary permits?	☐	☒	☐
(m) Are there any active permits on the Property that have not been closed by a final inspection?	☐	☒	☐
(n) Is there any violation or non-compliance regarding any unrecorded liens; code enforcement violations; or governmental, building, environmental and safety codes, restrictions or requirements?	☐	☒	☐
(o) If any answer to questions 10(a) - 10(n) is yes, please explain: _____			
(p) Is the Property located in a historic district?	☐	☐	☒
(q) Is the Seller aware of any restrictions as a result of being located in a historic district?	☐	☐	☒
(r) Are there any active or pending applications or permits with a governing body over the historic district?	☐	☐	☒
(s) Are there any violations of the rules applying to properties in a historic district?	☐	☐	☒
(t) If the answer to 10(q) – 10(s) is yes, please explain: _____			

11. **Foreign Investment in Real Property Tax Act ("FIRPTA")**

(a) Is the Seller subject to FIRPTA withholding per Section 1445 of the Internal Revenue Code? **If yes, Buyer and Seller should seek legal and tax advice regarding compliance.**	☐	☒	☐

12. ☐ **(If checked) Other Matters; Additional Comments:** The attached addendum contains additional information, explanation, or comments.

Seller represents that the information provided on this form and any attachments is accurate and complete to the best of **Seller's** knowledge on the date signed by **Seller**. **Seller** authorizes listing broker to provide this disclosure statement to real estate licensees and prospective buyers of the Property. **Seller** understands and agrees that **Seller** will promptly notify **Buyer** in writing if any information set forth in this disclosure statement becomes inaccurate or incorrect.

Seller: Brad Bonney / Authorized Signer on Behalf of Opendoor Property Trust I Date: 06-09-2025
(signature) (print)

Seller: _____ / _____ Date: _____
(signature) (print)

Buyer acknowledges that **Buyer** has read, understands, and has received a copy of this disclosure statement.

Buyer: _____ / _____ Date: _____
(signature) (print)

Buyer: _____ / _____ Date: _____
(signature) (print)

Seller (BB) and **Buyer** (____) (____) acknowledge receipt of a copy of this page, which is Page 4 of 4

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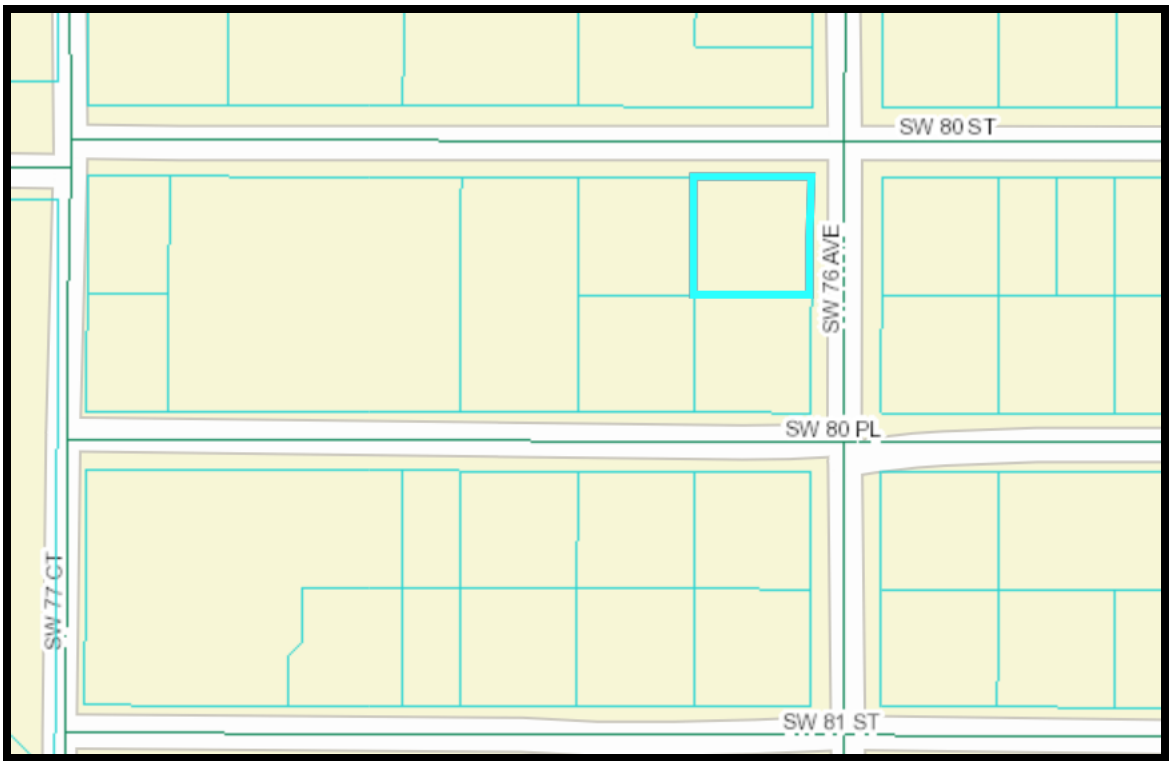
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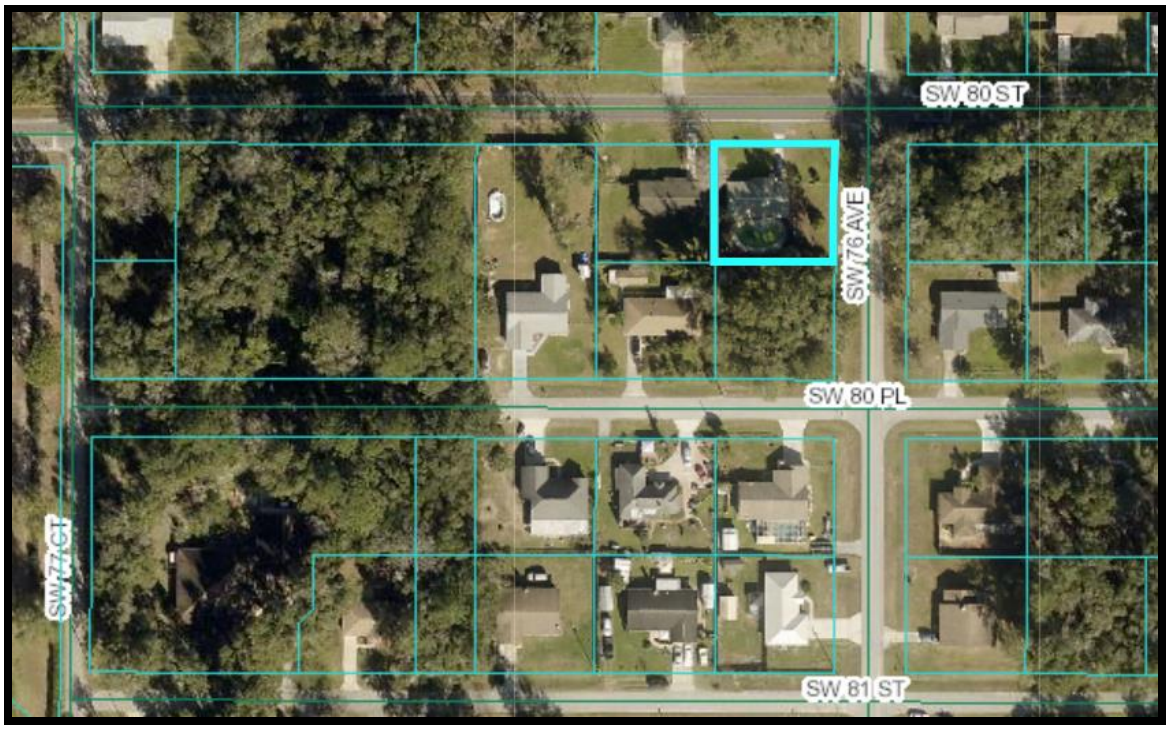
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Location Map

Parcel Identification Number 3545-001-001
.23 Acres +/-
Sec 18 Twp 16 Rge 21
Hibiscus Park Unit 2
Block A Lot 1.2





Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19832 **Agenda Date:** 8/5/2025 **Agenda No.:** 7.5.5.

SUBJECT:
Request Approval of the Release of a Subdivision Improvement Agreement with Bond Associated with Spires 27 Apartments (Budget Impact - None)

INITIATOR:
Steven Cohoon, P.E. County Engineer

DEPARTMENT:
Office of the County Engineer

DESCRIPTION/BACKGROUND:
This is a request to approve the Release of a Subdivision Improvement Agreement with Bond associated with Spires 27 Apartments. The improvements were approved on June 13, 2025. The release will be recorded in the Public Record for proper satisfaction of the surety bond.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to approve the attached Release and to authorize the Chairman and Clerk to execute the same.

LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Pool (Last) Aaron (First) (Dept) Office of the County Engineer - 4190

(Title) Land Development Manager (Phone) 8338

Signature Aaron M Pool Date Wednesday, July 16, 2025

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for:
- ☐ Draft Document
- ☑ Approve as to Form
- ☐ RESUBMIT LRM No. _____
- ☑ Legal Opinion
- ☐ Other

Description of Request

Please process LRM for Spires 27 Apartments Bond Release ASAP

Tracy has directed the release be placed on the August 5, 2025 BCC Agenda.

The bond release letter is prepared and attached. Parks confirmed that the plantings that were bonded were completed.

For more information or discussion, contact: ☑ Same as above

(Name) _____ (Last) _____ (First) (Title) _____ (Phone) _____

Agenda Item? ☑ Yes ☐ No Agenda Date: Tuesday, August 5, 2025

Agenda Deadline Date for **Legal:** Thursday, July 3, 2025 Agenda Deadline Date for **Admin:** Thursday, July 17, 2025

Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2025-647

Assigned to:
- ☐ Matthew Guy Minter, County Attorney
- ☐ Dana E. Olesky, Chief Asst. County Attorney
- ☑ Linda Blackburn Asst. County Attorney
- ☐ Thomas Schwartz Asst. County Attorney
- ☐ Valdoston Shealey Asst. County Attorne

Outcome:
- ☑ Approved as to form and legal sufficiency
- ☐ Approved with revisions: ☐ Suggested ☐ Completed
- ☐ Other:

Date Received:

RECEIVED
By Marion County Attorney- AT at 3:16 pm, Jul 16, 2025

Attorney Signature: Linda M Blackburn Date July 16, 2025

Staff Signature: Ashlyn Tuck (Completed) Date: 7/16/25 Returned: ☑ Department ☐ Admin ☐ _____

Rev2 03/19/2025

Record and Return to:
Office of the County Engineer
412 SE 25th Avenue
Ocala, FL 34471

This Document Prepared By:
Aaron Pool
Office of the County Engineer
412 SE 25th Avenue
Ocala, FL 34471

Release of Subdivision Improvement Agreement with Bond

Marion County, a political subdivision of the State of Florida, (hereinafter the "County"), does hereby fully and finally release and discharge that certain Marion County standard form Subdivision Improvement Agreement with Letter of Credit (the "Subdivision Improvement Agreement"), executed on or about June 3, 2025 pertaining to the following described subdivision:

Spires 27 (the "Subdivision")

The County hereby acknowledges that the improvements in the Subdivision have been inspected and found to meet all requirements of the Subdivision Improvement Agreement and the security provided as a condition of the Subdivision Improvement Agreement has been previously fully and finally released.

Date: _____

ATTEST:

_____
Gregory C. Harrell, Clerk

BOARD OF COUNTY COMMISSIONERS, MARION COUNTY, FLORIDA

By: _____
Name: Kathy Bryant
Title: Chairman

Approved as to Form
And Legal Sufficiency

_____
Marion County Attorney

MARION COUNTY
SUBDIVISION IMPROVEMENT AGREEMENT
WITH BOND
(CORPORATION)

THIS AGREEMENT made and entered into this 3RD day of June, 2025, by, between and among **MARION COUNTY**, a political subdivision of the State of Florida, whose address is 601 SE 25th Avenue, Ocala, Florida 34471, hereinafter referred to as "COUNTY" and the below-listed DEVELOPER and BANK.

W I T N E S S E T H:

WHEREAS, DEVELOPER has made application to the Board of County Commissioners for the approval of a subdivision (the "Subdivision") and the DEVELOPER represents to the COUNTY that the below-listed information is true and correct, and

Developer: Spires 27, LLC

Developer's Address: 20725 SW 46th Ave
Newberry, FL 32669

Project Engineer: Daniel Young, NV5, Inc.

Engineer's Estimate of Costs of Improvements (totaling 120% of the outstanding improvements): $196,800.00

Developer's Estimate of Time to Complete All Improvements (not to exceed 2 years from date of this Agreement): 30-90 Days

Subdivision Name: Spires 27 Apartments

Phase: PUD Parcel#13683-000-00

Plat Book _____ Page(s) _____

Bank: South State Bank

Bank's Address: 4100 NW 37th Place
Gainesville, FL 32606

WHEREAS, it is necessary in the public interest that subdivision improvements required by COUNTY be constructed in accordance with specifications hereinafter set forth, it is therefore mutually agreed and understood by the parties to this Agreement that this Agreement is entered into for the purpose of (1) protecting the COUNTY in the event DEVELOPER fails to complete the construction of required subdivision improvements, and (2) inducing COUNTY to approve the plat of the above-described subdivided lands for recordation in the Public Records, and

WHEREAS, the failure of DEVELOPER to comply with the terms and conditions of this Agreement may cause COUNTY to take whatever action may be deemed appropriate to assure the fulfillment of this Agreement, and

WHEREAS, DEVELOPER has represented to COUNTY that it intends to improve said Subdivision lands by construction of all subdivision improvements required by Article 2, Division 18, Sec. 2.18.4 of the Land Development Code (LDC) of Marion County, Florida, as provided herein, and as described in the COUNTY approved Project Engineer's Estimate of Costs of Improvements as set forth above (a copy of which is attached hereto as ***Exhibit A***, and by this reference made a part hereof).

WHEREAS, the construction of improvements on the Subdivision lands has not progressed to completion and the DEVELOPER seeks to assure its obligations under this Agreement by arranging and agreeing with BANK for the issuance of a letter of credit as a performance guarantee.

NOW THEREFORE, IN CONSIDERATION of the mutual covenants and conditions contained herein, and other good and valuable consideration acknowledged by the parties, the parties do hereby promise, agree, and covenant as follows:

1. The recitals set forth above are true and correct and are incorporated into this Agreement by this reference.

2. The DEVELOPER hereby accepts the obligation to construct and shall construct or cause to be constructed, as provided in the Project Engineer's COUNTY approved subdivision improvement plans dated December 30, 2024 and on file with the COUNTY Office of the County Engineer (#30032), all roads, pavement and other improvements, including all catch basins and drainage facilities, monuments, street signs, amenities, landscaping/buffering and irrigation associated therewith and other improvements of any nature (hereinafter the "Improvements") and in all respects complete the Improvements in accordance with the subdivision improvement plans. All Improvements shall be constructed in accordance with the Land Development Code of Marion County, Florida, in effect on the date of approval of the subdivision improvement plans. All required Improvements shall be certified by the Project Engineer, who shall be a State of Florida registered Engineer, as being constructed consistent with the requirements of the Land Development Code of Marion County. The Subdivision and the lands described in this Agreement are and shall remain privately owned, and the Subdivision Plat shall not contain any dedication of any Subdivision lands or infrastructure to the COUNTY. DEVELOPER shall provide to COUNTY with the final plat, documentation identifying a lawfully established property owner's association that will be responsible for maintenance of all Improvements upon completion of the construction thereof.

3. [Special clauses, if any, for Improvements not covered by LOC. E.g. Amenities must be constructed before ___ COs issued]

4. The DEVELOPER has presented to COUNTY a surety bond in an amount equal to the Engineer's Estimate of the Cost of Improvements attached hereto as ***Exhibit A.*** A copy of the SURETY's surety bond is attached hereto as ***Exhibit B.*** The condition of the surety bond is such

that if DEVELOPER should fail to satisfactorily complete the Improvements, within Developer's Estimate of Time to Complete All Improvements as noted above, the COUNTY may draw upon the surety bond, pursuant to the terms of the surety bond, and the SURETY shall promptly and at Surety's expense: (i) Complete the improvements in accordance with the Agreement and Exhibit A, and (ii) Obtain a bid or bids for completing the improvements in accordance with the terms and conditions of the Agreement and Exhibit A, and upon determination by SURETY of the lowest responsible bidder, or if COUNTY elects, upon determination by COUNTY and SURETY jointly of the lowest responsible bidder, arrange for a contract (a "CONTRACT OF COMPLETION") between such bidder and COUNTY, and make available as the improvements progresses (even though there should be a default or a succession of defaults under the Agreement and Exhibit A or a CONTRACT OF COMPLETION) sufficient funds to pay the cost of completion, including other costs and damages for which the SURETY may be liable hereunder, the amount set forth in the first paragraph hereof. COUNTY may also draw upon the surety bond upon receiving notification from SURETY that SURETY elects not to extend the expiration date of the surety bond if DEVELOPER has not provided a replacement surety bond satisfactory to COUNTY. The SURETY shall not release and/or cancel the surety bond, either all or in part, except in keeping with the provisions of this Agreement.

5. Within ten (10) days after verification of the completion of construction of all Improvements, other than the Amenities and Landscaping/Buffering, the COUNTY Office of the County Engineer shall forward written instructions to SURETY authorizing to release and cancel the surety bond and/or shall deliver the original surety bond to SURETY, whichever the SURETY shall require. Should the COUNTY fail to timely provide notice of completion as aforesaid, the DEVELOPER may deliver to the SURETY a true and correct copy of any verification of completion letter or certificate from the COUNTY, which the SURETY may, in good faith, rely upon and may thereafter release and cancel the surety bond. Any controversy arising under this Agreement shall be resolved in accordance with the laws of the State of Florida, acknowledging that the surety bond is being given for the protection and benefit of COUNTY to secure the DEVELOPER'S obligation to complete all Improvements, other than the Amenities and Landscaping/Buffering. In the event of any conflict between the terms of the surety bond and this Agreement, the terms of this Agreement shall control. COUNTY may only draw upon the surety bond and utilize such funds for the purpose of paying for the commercially reasonable costs to complete the Improvements, other than the Amenities and Landscaping/Buffering, and for no other purpose or use.

6. For and in consideration of the issuance of the surety bond, DEVELOPER agrees to pay SURETY such reasonable compensation which shall from time to time be agreed upon in writing by DEVELOPER and SURETY. In addition, DEVELOPER agrees to reimburse SURETY for any direct and actual out-of-pocket expense, including reasonable attorney's fees reasonably incurred by it in the administration of this Agreement. Such compensation and expenses shall not constitute a charge upon the surety bond.

7. Liability ofSURETY, or its successors, is expressly limited and so long asSURETY, or its successor, accounts for and disburses the surety bondin good faith and in

compliance with this Agreement, it shall not be liable for errors of judgment, and DEVELOPER agrees to indemnify SURETY, or its successor, for any losses it may suffer in the premises.

8. The COUNTY reserves the right to cancel or terminate this Agreement, with or without cause, upon thirty (30) days written notice of termination to the DEVELOPER. The COUNTY reserves the right to cancel or terminate this Agreement upon five (5) days written notice in the event the DEVELOPER will be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors.

9. DEVELOPER hereby releases the COUNTY and its agents and employees from any claims and damages, now existing or hereafter occurring or related in any way to this Agreement, save and except for claims or damages arising out of willful, wanton or bad faith acts on the part of the COUNTY. DEVELOPER agrees that the COUNTY shall incur no liability for subdivision improvements by executing this Agreement.

10. DEVELOPER does hereby agree to indemnify and hold the COUNTY harmless from and against any and all claims, damages, losses, out-of- pocket expenses (including but not limited to attorneys' fees), causes of action, judgments and/or liabilities directly arising out of, or in connection with an uncured default on the part of DEVELOPER of the terms and provisions of this Agreement. This grant of indemnity shall be irrevocable. The grant of indemnity contained herein is absolute and unlimited.

11. In the event of any litigation arising out of this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred including attorneys' fees, specifically including any appellate or bankruptcy proceeding related thereto.

12. After DEVELOPER has completed some of the Subdivision Improvements, DEVELOPER may request COUNTY to reduce the amount of the surety bond by providing to COUNTY a new Engineer's Estimate of Cost of Improvements for the cost to complete the remaining Improvements. Partial releases of the aggregate face value of this Letter of Credit will only be permitted, at the sole and absolute discretion of COUNTY, when accompanied by written approval from the COUNTY verifying completion of a portion of the improvements. The effect of partial releases will be to reduce the face value of the surety bond . No other terms will be affected or altered. If the COUNTY Administrator or its designee approves the new Engineer's Estimate of Cost of Improvements, COUNTY shall release the original Letter of Credit simultaneously with DEVELOPER's delivery of a new surety bond in the amount of the new Engineer's Estimate of Cost for the Improvements. No changes in the terms, conditions or other details of the surety bond are permitted except a reduction in amount. All provisions of this Agreement applicable to the original surety bond shall apply to the new surety bond. No formal amendment to this Agreement, or County Commission approval, is required to reduce the surety bond under this paragraph. DEVELOPER may request no more than two reductions in the surety bond pursuant to this paragraph 12.

13. The undersigned representative of the DEVELOPER hereby represents to the COUNTY that he/she is fully authorized by the DEVELOPER to represent the DEVELOPER in agreeing to the terms and conditions of this Agreement.

14. This Agreement may be amended by mutual written agreement of the parties and only by such written agreement. There are no understandings or agreements by the parties except as herein expressly stated.

IN WITNESS WHEREOF that parties have hereunto set their hands and seals and executed this Agreement on the day and year first above mentioned.

THIS PART OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURES START ON NEXT PAGE

ATTEST:

Gregory C. Harrell, Clerk of Court and Comptroller

MARION COUNTY, FLORIDA, a political subdivision of the State of Florida, by its Board of County Commissioners

Kathy Bryant, Chairman

Date: 06/03/2025

For use and reliance of Marion County only, approved as to form and legal sufficiency:

For: Thomas Hennoch

Marion County Attorney

SIGNATURE PAGE FOR DEVELOPER IMMEDIATELY FOLLOWS THIS PAGE

DEVELOPER:

By: _____
(signature)

Print name: Stefan M. Davis

Title: Manager

Date: May 22, 2025

STATE OF FLORIDA
COUNTY OF ALACHUA

Before me by means of ☒ physical presence or ☐ online notarization this 22nd day of May, 2025 personally appeared Stefan M. Davis, as Manager of Spires 27, LLC, on behalf of company, ***who is personally known to me*** or has produced _____ _____ (type of identification) as identification and who executed the foregoing instrument, and who acknowledged that he did so as an officer of said DEVELOPER all by and with the authority of the Member of said DEVELOPER.

Notary Public State of Florida
Deborah L Herringer
My Commission
HH 241190
Exp. 3/17/2026

_____
Print/Type Name: _____
Notary Public in and for the County and State aforesaid.
My Commission Expires: _____
Serial No., if any: _____

SIGNATURE PAGE FOR SURETY IMMEDIATELY FOLLOWS THIS PAGE

ASSURANCE PROVIDER:

_____

By: _____

_____ as

_____

Date: _____

STATE OF _____

COUNTY OF _____

Before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____ _____, 20_____ personally appeared _____, _____ _____of _____ who is personally known to me or has produced _____ (type of identification) as identification and who executed the foregoing instrument, and who acknowledged that it did so as an authorized representative of such entity and with the authority of the person or entity that governs its affairs.

_____

Print/Type Name:_____

Notary Public in and for County and State aforesaid.

My Commission Expires: _____

Serial No., if any: _____

Assurance Provider Signature Not Required if Bond Attached

EXHIBIT A
LANDSCAPER'S ESTIMATE OF COSTS OF IMPROVEMENTS

Grandview Landscaping Services, Inc.
PO Box 5340
Ocala, FL 34478

Estimate

Date	Estimate #
5/12/2025	9571

Name / Address
Spires - Hwy 27 - Ocala

Project

Description	CUMULATIVE INCHES	Qty	Cost	Total
River Birch 6.5"	1170.00	180	650.00	117,000.00
Shumard oak 3.5"	24.50	7	650.00	4,550.00
Live Oak 5-6" +or-	110.00	20	725.00	14,500.00
Bald Cypress	67.50	15	650.00	9,750.00
Irrigation System for new trees		222	52.50	11,655.00
Pine Bark Mini Nuggets		67	90.00	6,030.00
3090" Needed				
1637" provided				
1346" Additional inches needed →	1372" PROVIDED	222		
			Total	$163,485.00

Phone #	Fax #	E-mail
(352) 694-9247	(352) 694-9285	john@grandviewinc.com

EXHIBIT B
SURETY BOND

SUBDIVISION PERFORMANCE BOND

(Annual Premium until Released by Obligee)

Bond No.: 108239666

KNOW ALL PERSONS BY THESE PRESENTS, That we, Spires 27, LLC, called the Principal, and Travelers Casualty and Surety Company of America, a Connecticut corporation, called the Surety, are held and firmly bound unto Marion County, called the Obligee, in the sum of One Hundred Ninety Six Thousand Eight Hundred Dollars & 00/100 ($196,800.00) for the payment thereof said Principal and Surety bind themselves, jointly and severally, as provided herein.

WHEREAS, in order to file a plat or subdivision map, or to obtain a permit, the Principal has entered into a contract with the Obligee which requires the Principal make certain improvements to the land as more particularly set forth in Spires 27 Apartments PUD Parcel #13683-000-00 (hereinafter referred to as the "Contract").

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall construct the improvements described in the Contract on or before November 21, 2025 (or within such further extensions of time that shall be granted by Obligee in writing and consented to in writing by Surety), then this obligation shall be void, otherwise to remain in full force and effect. This obligation is subject to the following conditions:

1. This bond runs to the benefit of the named Obligee only, and no other person shall have any rights under this bond. No claim shall be allowed against this bond after the expiration of one year from the date set forth in the preceding paragraph, or one year from the end of the latest extension of time consented to in writing by Surety, whichever occurs last. If the limitation set forth in this bond is void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

2. This bond is not a forfeiture obligation, and in no event shall the Surety's liability exceed the reasonable cost of completing the improvements described in the Contract not completed by the Principal, or the sum of this bond, whichever is less.

Signed this 22nd day of May, 2025.

Spires 27, LLC

(Principal)

By: _____

Travelers Casualty and Surety Company of America

By: _____

James C. Congelio, Attorney-in-Fact

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **JAMES C CONGELIO** of **TAMPA**, **Florida**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **22nd** day of **May**, **2025**.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

SPIRES 27

June 12, 2025

Ms. Michelle Stone
Marion County Commissioner District 5
Mr. Mounir Bouyounes, PE
County Administrator
601 SE 25th Avenue
Ocala, Florida 34471

Re: Return of the Bond posted for Spires 27 Landscape Mitigation Trees Planted

Ms. Stone & Mr. Bouyounes:

This is to formally request the return of the Bond posted for Tree Mitigation related to Spires 27. As per County requirements for underwriting the mitigation trees that were agreed to be planted to meet, and in this case surpass, the amount of trees required for tree mitigation. Those trees have been planted and are now in place fulfilling requirements.

Please see also attached the letter from Grandview Farms Landscaping certifying the size and planting of the trees. Grandview planted 1511.00 inches surpassing the deficit of 1,345.75 inches thus providing 165.25 inches more than the required deficit. The letter is signed by Grandview's Mark Sapp and certified by Suzanne Shuffitt certified Arborist.

Thank you for your time, consideration, and leadership in working through this solution. We look forward to working with you again in the future.

Respectfully submitted,

Kevin J. Bzoch
Spires 27 LLC

20725 SW 46th Avenue
Newberry, FL 32669
352.472.7773

Grandview Farms

June 12, 2025

Kevin,

Please see the information below based on the number of additional trees planted.

Total Required Mitigation	3,090.75"
Preserved Trees	48"
Previously Provided Mitigation	1,637.50"
Future US-27 Buffer	59.5"
Deficit	1,345.75
Certified Deficit Provided	1,511.00"
Additional Inches over required Deficit	165.25"
Total number of additional trees planted	222

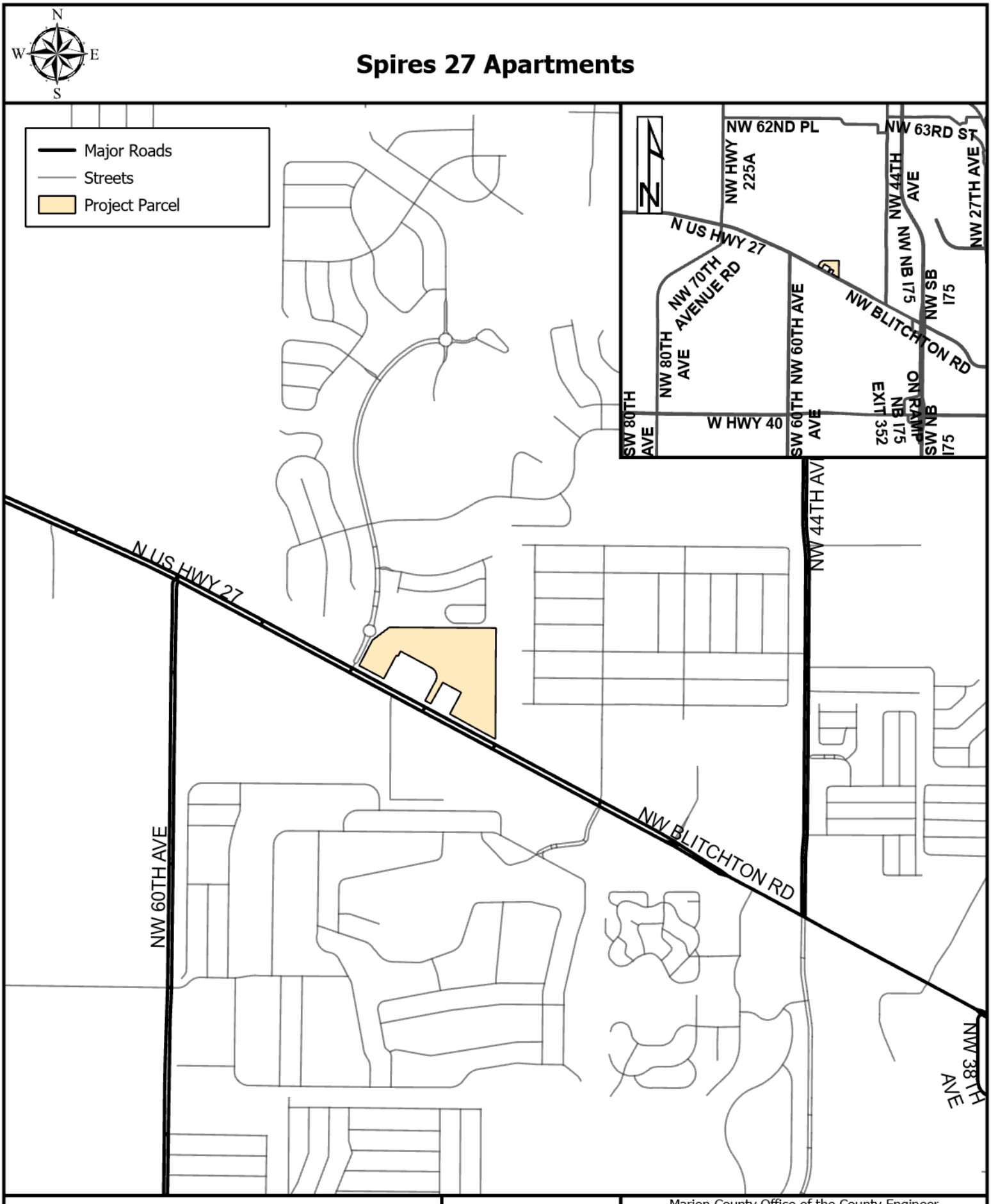
Grandview has planted additional caliper inches over the required deficit amounts on site inside the landscaped areas including the interior of the site and DRA slopes.

Best regards,

Mark Sapp
Vice President Grandview Landscaping Services, Inc.

ISA Certified Arborist Suzanne Shuffitt #FL-9167A

Spires 27 Apartments



Path: \\mcbcc1\dfs\GIS_TR\Jason.Freeman\Engineering Services\Maps\MCBCC

Author: Jason Freeman
Printed: 5/28/2025

Marion County Office of the County Engineer
Asset Management Section
412 SE 25th Avenue
Ocala, FL 34471

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19641 **Agenda Date:** 8/5/2025 **Agenda No.:** 7.6.1.

SUBJECT:
Request Approval to Repeal Initial Resolution 24-R-261 and Approve the Replacement Resolution for Project MCIH-MO9-01: In-House Water Line Extension Program within Marion Oaks Unit 9 (Budget Impact - None)

INITIATOR: **DEPARTMENT:**
Tony Cunningham, P.E., Director **Utilities**

DESCRIPTION/BACKGROUND:
On May 21, 2024, the Board approved Ordinance 2024-13. This ordinance updated the Short Water Line Extension Program, allowing Marion County Utilities (MCU) to include water main extension projects completed by their in-house crew. MCU now has the authority to assign the actual proportional cost, or "Share," to all improved properties, referred to as "Benefitting Lots," as a capital connection fee.

During a later public comment session at the same meeting, the Board also approved MCU's first crew-installed water main extension, Project MCIH-MO9-01. This project, initially presented by MCU on July 16, 2024, required the installation of 341 feet of 6-inch water main to service eight (8) total parcels.

The work is now complete, and the water main is cleared for connection to MCU's system. All costs and Benefitting Lots have been certified with a final total project cost, which is a decrease from the estimated costs. This final Resolution verifies the project area (Exhibit A), corrects the total project cost (Exhibit B), and updates the Benefitting Lot Share for recording with Official Records and in MCU's database, enabling collection from future Benefitting Lots upon connection to the system.

MCIH-MO9-01	Estimated Cost	Actual Cost	Difference
Materials	$ 7,345.46	$ 9,011.05	$1,665.59
Contract Services	$ 8,810.90	$ 8,931.25	$ 120.35
MCU Construction	$ 7,770.24	$ 4,052.43	($ 3,717.81)
Contingency	$ 2,392.66	$ 0.00	($ 2,392.66)
Total Project Cost	$ 26,319.26	$ 21,994.73	($ 4,324.53)
Per Parcel Cost - eight (8) parcels	$ 3,289.91	$ 2,749.34	($ 540.57)

BUDGET/IMPACT:
None; actual project cost less than estimated construction cost.

RECOMMENDED ACTION:
Motion to approve recommendation and authorize the Chairman and Clerk to execute the Resolution.

LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Kramer (Last) Josh (First) (Dept) Utilities - 7130

(Title) Utilities Deputy Director (Phone) 352-307-4625

Signature _____ Date 3/7/25

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for:
- ☐ New Document
- ☐ Review & Comment
- ☐ RESUBMIT LRM No. _____
- ☑ Approve as to Form
- ☐ Other

Description of Request

Attached for review and approval is a request to repeal and replace Resolution 24-R-261 which estimated construction costs and resulting allocated capital connection fees of 8 lots to be served by MCU in-house crew-installed water main extension.

After Legal approval, please return to Utilities; it will be presented at the next possible Board meeting.

MCIH-MO9-01 / PA# 8009-1172-05 Marion Oaks / Worth Construction & Remodeling, Inc

For more information or discussion, contact: ☐ Same as above

(Name) Hyde (Last) Carrie (First) (Title) Development Review Officer (Phone) 352-307-6168

Agenda Item? ☑ Yes ☐ No Agenda Date: Tuesday, April 1, 2025

Agenda Deadline Date for **Legal:** _____ Agenda Deadline Date for **Admin:** Tuesday, March 18, 2025

Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2025-217

Assigned to:
- ☐ Matthew Guy Minter, County Attorney
- ☐ Dana E. Olesky, Chief Asst. County Attorney
- ☑ Thomas Schwartz Asst. County Attorney
- ☐ Valdoston Shealey Asst. County Attorney

Outcome:
- ☐ Approved as to form and legal sufficiency
- ☑ Approved with revisions: ☑ Suggested ☑ Completed
- ☐ Other:

Date Received:

RECEIVED
By Marion County Attorney- AT at 12:46 pm, Mar 10, 2025

Attorney Signature: Thomas Schwartz Date 3/11/25

Staff Signature: Ashlynn Zuck (Completed) Date: 3/11/25 Returned: ☑ Department ☐ Admin ☐ _____

Rev 11/22/2023

RESOLUTION NO. 25-R-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, TO SUPPORT THE WATER LINE EXTENSION PROGRAM/IN-HOUSE WATER LINE EXTENSION PROGRAM; PROVIDING CERTAIN FINDINGS AND AUTHORITY; ESTABLISHING THE PROGRAM SERVICE AREA; ESTABLISHING ONE-TIME CAPITAL CONNECTION FEE FOR THE SERVICE AREA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 21, 2024, the Board of County Commissioners of Marion County, Florida (the "Board") approved Ordinance No. 2024-13 for the addition of the In-House Water Line Extension Program ("Program") to include projects funded by the Board and completed by the Marion County Utilities ("MCU") In-House Crew ("Crew"); and

WHEREAS, it is anticipated that lots not yet connected to MCU's utility system ("System") will pay a one-time Capital Connection Fee ("CCF") to fund its portion of the water line extension and those monies will be reinvested into the Program to enable future water main extensions and connections; and

WHEREAS, the Program requires the Board to establish, by Resolution, a one-time CCF establishing a pro-rata share for parcels connecting single family residences participating in the Program ("Benefitting Lots") and the payment terms and conditions applicable thereto, which may include differing fees based on the cost and distance of required extensions; and

WHEREAS, Worth Construction & Remodeling, Inc ("Owner") requested an Availability Notice from MCU on parcel number 8009-1172-05 ("Parcel") and MCU advised the parcel was subject to the American Rescue Plan Act Short Water Line Program ("Grant") defined in Ordinance 2022-43, limiting Owner's CCF to its own parcel and a maximum cost to be determined after design, and by Resolution; and

WHEREAS, when MCU reviewed the Owner's building permit application for the Parcel October 18, 2023, Grant funding was exhausted, and Grant applications were no longer being accepted; and

WHEREAS, Owner applied for a water main extension with MCU to serve the Parcel in accordance with Land Development Code through a project assigned WME-006

in accordance with Resolution 21-R-381 establishing Owner's 100% obligation to construct; and

WHEREAS, Owner has been authorized by the Board at its May 21, 2024 meeting to alternatively participate in the Program through a unique set of circumstances which does not set any precedent for future water main extension projects; and

WHEREAS, each Benefitting Lot owner will pay only its lot's CCF, which will be reinvested in the Program to help pay costs of the water line extension program; and

WHEREAS, the Board desires to establish discrete geographical area(s) of unincorporated Marion County designated by Board resolution as "In-House Water Main Extension Program Service Areas," where funding is available to cover the water main extension cost; and

WHEREAS, the CCF through Resolution 24-R-261 was determined by apportioning the estimated cost of the water line extension among all anticipated lots to be served by the water line extension on a pro rata basis; and

WHEREAS, the work is complete and certified as of July 16, 2024, and the actual total project's cost and resulting per parcel CCF are derived from MCU's final costs using actual materials, labor, equipment, and timeline to construct; and codify the number of resulting improved parcels;

WHEREAS, Resolution No. 24-R-261 was approved by the Board of County Commissioners on July 16, 2024, and recorded in the Official Records of Marion County in Book 8375, Pages 1347-1352, July 18, 2024 through the completion of the work, and submittal of all MCU costs, and as-builts, a revised final per parcel CCF can now be calculated and ratified; and

WHEREAS, this Resolution shall repeal and replace Resolution 24-R-261.

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. AUTHORITY. This resolution is adopted pursuant to the provisions of Chapter 19 – Water and Sewers, Article III. – Water and Wastewater Facilities, Division 5. – Short Water Line Extension Program/In-House Water Line Extension Program, of the Code of Ordinances of Marion County, Florida.

SECTION 3. ESTABLISH THE IN-HOUSE LINE EXTENSION PROGRAM SERVICE AREA. Pursuant to Section 19-218, the Board hereby designates the following In-House Extension Program Service Area:

Parcel **8009-1172-05** and surrounding improved parcels of the water main extension are herein attached as **Exhibit A**. Sketch is a MCU-verified as-built, based on work completed through a professionally engineered Issued for Construction ("IFC") plans on file with County.

SECTION 4. ESTABLISHING ONE-TIME CAPITAL CONNECTION FEE.

(A) Pursuant to Section 19-217, the one-time CCF will be determined by apportioning the actual cost of this water line extension work using County's bid pricing, labor and materials herein attached as **Exhibit C** to be served by the water line extension designed to serve the parcels in Exhibits A and B. It is further noted that additional fees may include:

1. Each qualifying water service applicant will additionally be responsible for the cost of all On-site facilities as defined in Section 19-122.
2. The water service applicant must pay all applicable costs and fees for the requested service which may include, without limitation, tap fees and system development fees as required by the County. All costs and fees are due in accordance with Section 19-217(c) and the County's existing utility regulations.
3. The water service is subject to all applicable federal, state, and local permits and requirements and any required encroachments

(B) The CCF for this In-House Water Line Extension Program Service Area Project **MCIH-MO9-01** is **$2,749.34** per lot.

(C) Through this final Resolution.

1. All improved parcels will be supported by as-builts by County, actual materials, labor, and equipment used.
2. MCU will issue owners of all affected parcels a Benefitting Lot Notice which certifies MCU's costs, and confirms the total number of Benefitting Lots to support the CCF due at time of connection.
3. Property owners of Benefitting Lots which were developed and connected to the System during the timeframe between the Resolution 24-R-261 and this final Resolution, and who were assessed the higher CCF $3,289.91 based on Resolution 24-R-261 will be refunded the difference by MCU within 90 days of the final Resolution's approval.

SECTION 5. EFFECTIVE DATE. This Resolution shall repeal and replace Resolution 24-R-261, and become effective immediately upon its adoption.

DULY ADOPTED in regular session this _____ day of _____, 2025.

BOARD OF COUNTY COMMISSIONERS
OF MARION COUNTY, FLORIDA

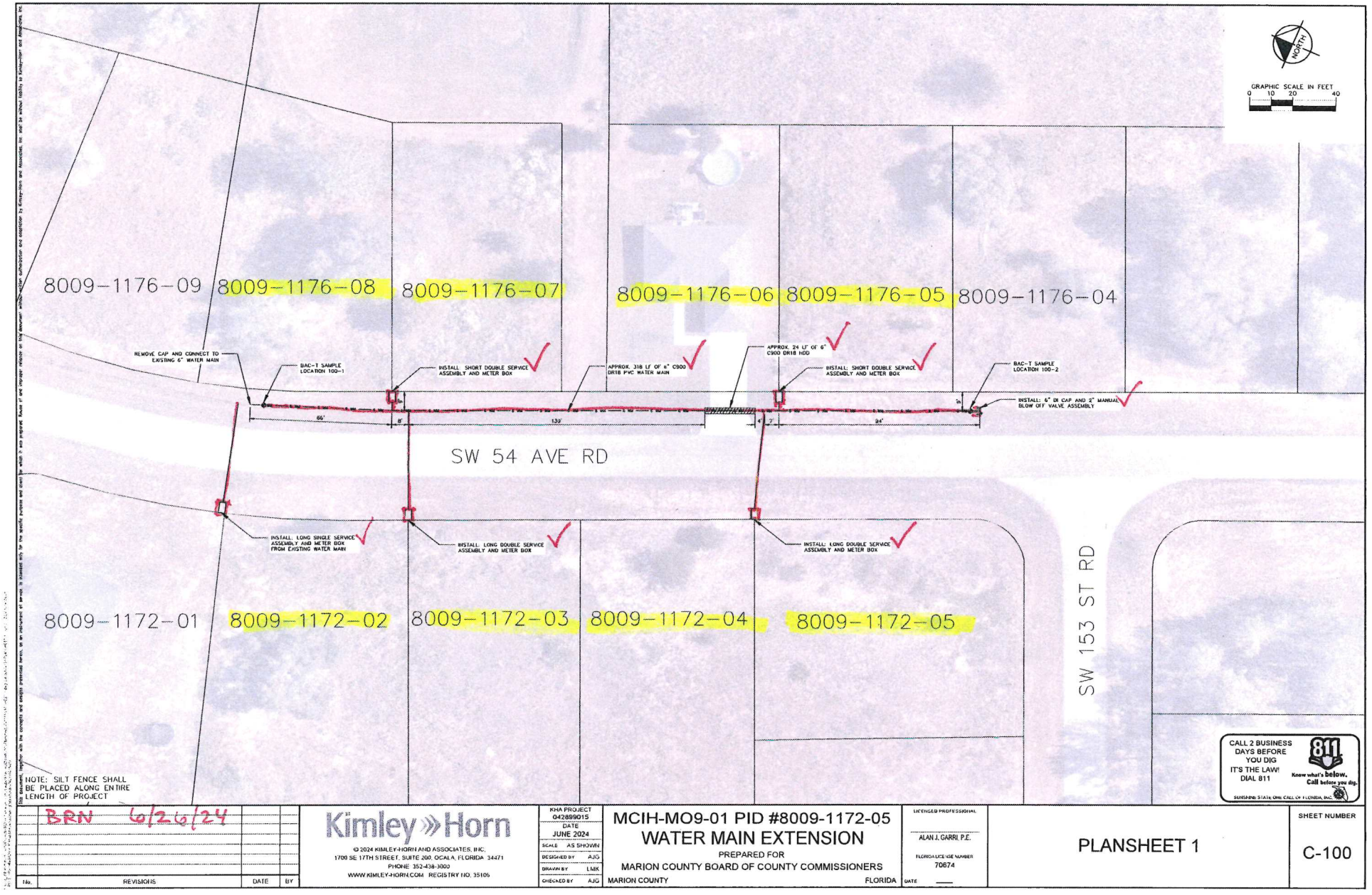
_____
Kathy Bryant, Chairman

ATTEST:

_____
Gregory C. Harrell, Clerk

FOR THE USE AND RELIANCE OF MARION COUNTY ONLY.
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Matthew Minter, County Attorney



BRN 6/26/24

No.	REVISIONS	DATE	BY

Kimley»Horn

© 2024 KIMLEY-HORN AND ASSOCIATES, INC.

1700 SE 17TH STREET, SUITE 200, OCALA, FLORIDA 34471
PHONE: 352-438-3000
WWW.KIMLEY-HORN.COM REGISTRY NO. 35106

KHA PROJECT	042899015
DATE	JUNE 2024
SCALE	AS SHOWN
DESIGNED BY	AJG
DRAWN BY	LMK
CHECKED BY	AJG

MCIH-MO9-01 PID #8009-1172-05
WATER MAIN EXTENSION
PREPARED FOR
MARION COUNTY BOARD OF COUNTY COMMISSIONERS
MARION COUNTY FLORIDA

LICENSED PROFESSIONAL
ALAN J. GARRI, P.E.
FLORIDA LICENSE NUMBER
70674
DATE

PLANSHEET 1

SHEET NUMBER
C-100

MARION COUNTY UTILITIES
ENGINEERING & CONSTRUCTION
IN HOUSE PROJECTS - THE AVENGERS

MCIH-MO9-01												
Pipe Installed									Total Construction Cost	Benefitting Parcel		
Size	6	Inch	Qty	341	LF	≈	0.06	mi	$21,994.73	Quantity	8	Cost/Parcel $ 2,749.34

ITEM	DESCRIPTION	INSTALLED COSTS			
		QTY	UNIT	UNIT PRICE	TOTAL
1	MATERIALS				
				Material Construction Costs	$ 9,011.05
2	SERVICES PER CONTRACT				
2.1	BAC-T TESTING - BID #: 23B-185				
2.1.1	Samples to be Pulled per day (1 to 3)	6	EA	$ 200.00	$ 1,200.00
2.2	HORIZONTAL DIRECTIONAL DRILL - BID #: 23B-183				
2.2.1	Mobilization and Demobilization	1	LS	$ 900.00	$ 900.00
2.2.3	Directional Drill 2-inch Schedule 40 PVC Casing (61 ft or more)	80	LF	$ 25.00	$ 2,000.00
2.2.8	Directional Drill 6-inch PVC C900 DR 18 (1 - 60 ft)	40	LF	$ 58.00	$ 2,320.00
2.4	SOD RESTORATION - BID #: 24B-118				
2.4.5	Bahia Sod - Rolls - Installed - $500 Minimum (158 SY)	575	SY	$ 3.15	$ 1,811.25
2.8	ENGINEERING - BID #: 20Q-074-TO-15				
2.8.1	Design Fee	1	EA	$ 700.00	$ 700.00
				Services Per Contract Costs	$ 8,931.25
3	MARION COUNTY UTILITIES				
3.1	EQUIPMENT ON-SITE				
3.1.1	Excavator, Skid Steer, Pickup Trucks, Trailers	0.59	Week	$ 807.04	$ 476.15
3.2	MANPOWER ON-SITE				
3.2.1	Line Crew - 5 Employees (F + EO + PL + TM + HM)	0.53	Week	$ 6,400.00	$ 3,376.28
3.3	PERMITTING				
3.3.1	Right of Way Permitting Fee	1	EA	$ 200.00	$ 200.00
				MCU Construction Costs	$ 4,052.43
				TOTAL Construction Costs	$ 21,994.73

GREGORY C HARRELL CLERK & COMPTROLLER MARION CO
DATE: 07/18/2024 12:24:14 PM
FILE #: 2024093908 OR BK 8375 PGS 1347-1352
REC FEES: $52.50 INDEX FEES: $0.00
DDS: $0 MDS: $0 INT: $0

RESOLUTION NO. 24-R- 261

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, TO SUPPORT THE WATER LINE EXTENSION PROGRAM/IN-HOUSE WATER LINE EXTENSION PROGRAM; PROVIDING CERTAIN FINDINGS AND AUTHORITY; ESTABLISHING THE PROGRAM SERVICE AREA; ESTABLISHING ONE-TIME CAPITAL CONNECTION FEE FOR THE SERVICE AREA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 21, 2024, the Board of County Commissioners of Marion County, Florida (the "Board") approved Ordinance No. 2024-13 for the addition of the In-House Water Line Extension Program ("Program") to include projects funded by the Board and completed by the Marion County Utilities ("MCU") In-House Crew ("Crew"); and

WHEREAS, it is anticipated that lots not yet connected to MCU's utility system ("System") will pay a one-time Capital Connection Fee ("CCF") to fund its portion of the water line extension and those monies will be reinvested into the Program to enable future water main extensions and connections; and

WHEREAS, the Program requires the Board to establish, by Resolution, a one-time CCF establishing a pro-rata share for parcels connecting single family residences participating in the Program ("Benefitting Lots") and the payment terms and conditions applicable thereto, which may include differing fees based on the cost and distance of required extensions; and

WHEREAS, Worth Construction & Remodeling, Inc ("Owner") requested an Availability Notice from MCU on parcel number 8009-1172-05 ("Parcel") and MCU advised the parcel was subject to the American Rescue Plan Act Short Water Line Program ("Grant") defined in Ordinance 2022-43, limiting Owner's CCF to its own parcel and a maximum cost to be determined after design, and by Resolution; and

WHEREAS, when MCU reviewed the Owner's building permit application for the Parcel October 18, 2023, Grant funding was exhausted, and Grant applications were no longer being accepted; and

WHEREAS, Owner applied for a water main extension with MCU to serve the Parcel in accordance with Land Development Code through a project assigned WME-006

REFERENCE ONLY

in accordance with Resolution 21-R-381 establishing Owner's 100% obligation to construct; and

WHEREAS, Owner has been authorized by the Board at its May 21, 2024 meeting to alternatively participate in the Program through a unique set of circumstances which does not set any precedent for future water main extension projects; and

WHEREAS, each Benefitting Lot owner will pay only its lot's CCF, which will be reinvested in the Program to help pay costs of the water line extension program; and

WHEREAS, it is anticipated that the CCF will be determined by apportioning the actual cost of the water line extension among all lots to be served by the water line extension on a pro rata basis; and

WHEREAS, the Board desires to establish discrete geographical area(s) of unincorporated Marion County designated by Board resolution as "In-House Water Main Extension Program Service Areas," where funding is available to cover the water main extension cost; and

WHEREAS, the estimated total project's cost and resulting per parcel CCF are derived from MCU's best information from field data; estimated necessary materials, labor, equipment, and timeline to construct; and anticipated number of resulting improved parcels;

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. AUTHORITY. This resolution is adopted pursuant to the provisions of Chapter 19 – Water and Sewers, Article III. – Water and Wastewater

REFERENCE ONLY

Facilities, Division 5. – Short Water Line Extension Program/In-House Water Line Extension Program, of the Code of Ordinances of Marion County, Florida.

SECTION 3. ESTABLISH THE IN-HOUSE LINE EXTENSION PROGRAM SERVICE AREA. Pursuant to Section 19-218, the Board hereby designates the following In-House Extension Program Service Area:

Parcel **8009-1172-05** and surrounding improved parcels of the water main extension are herein attached as **Exhibit A**. Sketch is for reference purposes only and supports professionally engineered Issued for Construction ("IFC") plans on file with County.

SECTION 4. ESTABLISHING ONE-TIME CAPITAL CONNECTION FEE.

(A) Pursuant to Section 19-217, the one-time CCF will be determined by apportioning the actual cost of this water line extension work using County's bid pricing, estimated labor and materials from a preliminary estimate of work is herein attached as **Exhibit C** to be served by the water line extension designed to serve the parcels in Exhibits A and B. It is further noted that additional fees may include:

1. Each qualifying water service applicant will additionally be responsible for the cost of all On-site facilities as defined in Section 19-122.
2. The water service applicant must pay all applicable costs and fees for the requested service which may include, without limitation, tap fees and system development fees as required by the County. All costs and fees are due in accordance with Section 19-217(c) and the County's existing utility regulations.
3. The water service is subject to all applicable federal, state, and local permits and requirements and any required encroachments

(B) The CCF for this In-House Water Line Extension Program Service Area Project **MCIH-MO9-01** is **$3,289.91** per lot.

(C) After completion of all work, the actual CCF and Benefitting Lots will be ratified through a final Resolution.

1. A final Resolution confirming all improved parcels will be supported by as-builts by County, actual materials, labor, and equipment used.
2. MCU will issue owners of all affected parcels a Benefitting Lot Notice which certifies MCU's costs, and confirms the total number of Benefitting Lots to support the CCF due at time of connection.
3. Property owners of Benefitting Lots which were developed and connected to the System during the timeframe between this Resolution

REFERENCE ONLY

and the final Resolution, and who were assessed a higher CCF based on this Resolution will be refunded the difference by MCU within 90 days of the final Resolution's approval.

SECTION 5. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

DULY ADOPTED in regular session this 16 day of July, 2024.

BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA

Michelle Stone

Michelle Stone, Chairman

ATTEST:

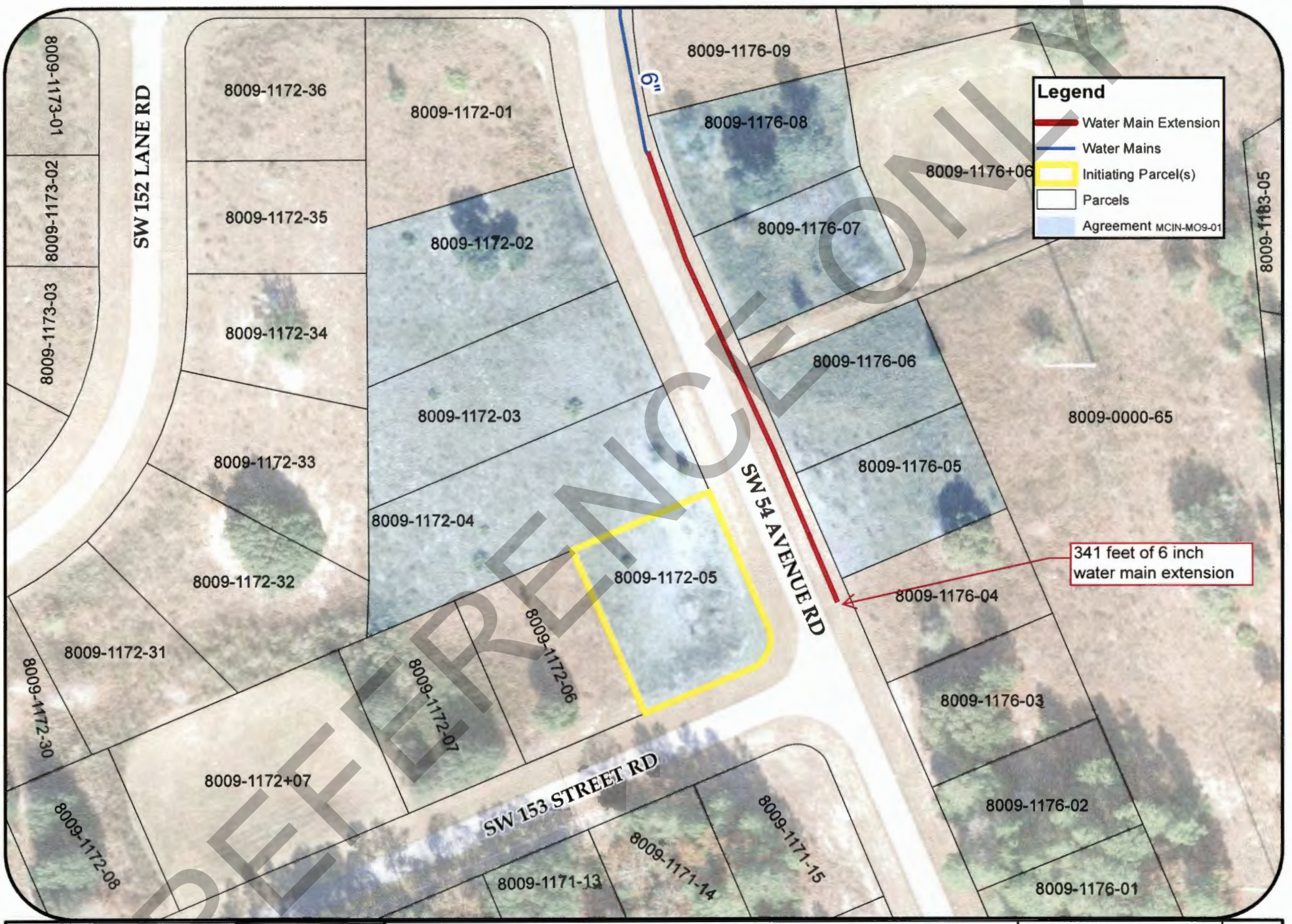
Gregory C. Harrell, Clerk

FOR THE USE AND RELIANCE OF MARION COUNTY ONLY. APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

For:

Matthew Minter, County Attorney

REFERENCE ONLY



PREFERENCE ONLY

Marion County Board of County Commissioners Utilities Department	User Name: Carrie.Hyde Date: 4/26/2024 Reference Scale: 1 " = 85 ' Approved By: bt	*Service Line Extension Exhibit A - Location Map*	MCIH-MO9-01 | 8009-1172-05 Worth Construction & Remodeling, Inc	*Marion County Utilities Water & Sewer Map*

MARION COUNTY UTILITIES
ENGINEERING & CONSTRUCTION
IN HOUSE PROJECTS - THE AVENGERS

MCIH-MO9-01		341	LF of Pipe To Be Installed			8	Benefitting Parcel		
		0.06	Miles of Pipe To Be Installed			6	Inch - Pipe Size		
ITEM	DESCRIPTION	ESTIMATED COSTS				INSTALLED COSTS			
		QTY	UNIT	UNIT PRICE	TOTAL	QTY	UNIT	UNIT PRICE	TOTAL
1	**MATERIALS**								
1.1	**PIPE & APPURTENANCES**								
1.1.01	2" SCH40 PVC	80	LF	$ 1.12	$ 89.60	0	LF	$ 1.12	$ -
1.1.04	6" PVC C900 DR 18	341	LF	$ 12.26	$ 4,180.66	0	LF	$ 12.26	$ -
1.3	**DUCTILE IRON FITTINGS**								
1.3.8	**CAP**								
1.3.8.2	6" Cap	2	EA	$ 123.45	$ 246.90		EA		$ -
1.3.9	**MJ Sleeve**								
1.3.9.2	6" MJ Sleeve	2	EA	$ 204.85	$ 409.70		EA		$ -
1.5	**BLOW-OFF ASSEMBLY**								
1.5.2	2" Manual Blow-off Assembly	1	EA	$ 428.46	$ 428.46	0	EA	$ 428.46	$ -
1.6	**WATER SERVICES**								
1.6.2	Short Double Service Assembly	2	EA	$ 353.56	$ 707.12	0	EA	$ 353.56	$ -
1.6.4	Long Double Service Assembly	2	EA	$ 370.06	$ 740.12	0	EA	$ 370.06	$ -
1.7	**JOINT RESTRAINT**								
1.7.3	6" Bell Restraint	5	EA	$ 55.36	$ 276.80	0	EA	$ 55.36	$ -
1.7.4	6" Gripper Gasket	1	EA	$ 61.50	$ 61.50	0	EA	$ 61.50	$ -
1.9	**EROSION CONTROL**								
1.9.1	Silt Fencing	341	LF	$ 0.60	$ 204.60	0	LF	$ 1.00	$ -
2	**SERVICES PER CONTRACT**								
2.1	**BAC-T TESTING - BID #: 23B-185**								
2.1.1	Samples to be Pulled per day (1 to 3)	4	EA	$ 200.00	$ 800.00	0	EA	$ 200.00	$ -
2.2	**HORIZONTAL DIRECTIONAL DRILL - BID #: 23B-183**								
2.2.1	Mobilization and Demobilization	1	LS	$ 900.00	$ 900.00	0	LS	$ 900.00	$ -
2.2.3	Directional Drill 2-inch Schedule 40 PVC Casing (61 ft or more)	80	LF	$ 25.00	$ 2,000.00	0	LF	$ 25.00	$ -
2.2.8	Directional Drill 6-inch PVC C900 DR 18 (1 - 60 ft)	30	LF	$ 58.00	$ 1,740.00	0	LF	$ 58.00	$ -
2.4	**SOD RESTORATION - BID #: 24B-118**								
2.4.5	Bahia Sod - Rolls - Installed - $500 Minimum (158 SY)	530	SY	$ 3.15	$ 1,670.90	0	SY	$ 3.15	$ -
2.7	**CONSTRUCTION SURVEY - BID #: 23B-182**								
2.7.1	Stakeout Layout & ROW Delineation (1 to 5)	4	EA	$ 250.00	$ 1,000.00	0	EA	$ 250.00	$ -
2.8	**ENGINEERING - BID #: 20Q-074-TO-15**								
2.8.1	Design Fee	1	EA	$ 700.00	$ 700.00	0	EA	$ 700.00	$ -
3	**MARION COUNTY UTILITIES**								
3.1	**EQUIPMENT ON-SITE**								
3.1.1	Excavator, Skid Steer, Pickup Trucks, Trailers	1	Week	$ 807.04	$ 807.04	0	Week	$ 807.04	$ -
3.2	**MANPOWER ON-SITE**								
3.2.1	Line Crew - 5 Employees (F + EO + PL + TM + HM)	1	Week	$ 6,763.20	$ 6,763.20	0	Week	$ 6,400.00	$ -
3.3	**PERMITTING**								
3.3.1	Right of Way Permitting Fee	1	EA	$ 200.00	$ 200.00	0	EA	$ 200.00	$ -
				Base Construction Costs	$ 23,926.60			Base Construction Costs	$ -
4	**ALLOWANCE & OTHERS**								
4.1	**CONTINGENCY**								
4.1.1	10% Contingency	1	LS	$ 2,392.66	$ 2,392.66	0	LS	$ 2,392.66	$ -
				Construction Costs	$ 26,319.26			Construction Costs	$ -
				Benefitting Parcel Cost	$ 3,289.91			Benefitting Parcel Cost	$ -

REFERENCE ONLY

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19642 **Agenda Date:** 8/5/2025 **Agenda No.:** 7.6.2.

SUBJECT:
Request Approval of Resolution for Project MCIH-KC22-01: In-House Water Line Extension Program within Kingsland Country Estates (Budget Impact - Neutral; expenditure of $21,177)

INITIATOR:
Tony Cunningham, P.E., Director

DEPARTMENT:
Utilities

DESCRIPTION/BACKGROUND:
On May 21, 2024, the Board approved Ordinance 2024-13. This ordinance updated the Short Water Line Extension Program, allowing Marion County Utilities (MCU) to include water main extension projects completed by their in-house crew. MCU has the authority to assign the actual proportional cost, or "Share," to all improved properties, referred to as "Benefitting Lots," as a capital connection fee.

On June 20, 2025, MCU initiated its second crew-installed water main extension, Project MCIH-KC22 -01. This project involved installing 342 feet of 6-inch water main to address specific circumstances and improve five (5) Benefitting Lots.

The work is complete, the water main is now ready for connection to MCU's system, and all costs and Benefitting Lots have been certified. This Resolution verifies the project area (Exhibit A), certifies the total project cost (Exhibit B), and establishes the resulting Benefitting Lot Share for recording with Official Records.

MCIH-KC22-01	Actual Cost
Materials	$ 6,376.41
Contract Services	$ 9,514.95
MCU Construction	$ 5,285.56
Total Project Cost	$ 21,176.92
Parcels Improved	Five (5) parcels
Per Parcel Cost	$ 4,235.38

BUDGET/IMPACT:
Neutral; project cost is $21,176.92, which includes $700 design fee. Funding is from line ZF448536 - 563102 with Project Code UTC000099.

RECOMMENDED ACTION:
Motion to approve recommendation and authorize the Chairman and Clerk to execute the Resolution.

LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Kramer (Last) Josh (First) (Dept) Utilities - 7130

(Title) Utilities Deputy Director (Phone) 352-307-4625

Signature _____ Date 3/7/25

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for:
- ☐ New Document
- ☐ Review & Comment
- ☐ RESUBMIT LRM No. _____
- ☑ Approve as to Form
- ☐ Other

Description of Request

Attached for review and approval is a request for a Resolution which provides for construction costs, and allocates capital connection fees for 5 lots to be served by MCU in-house crew-installed water main extension.

After Legal approval, please return to Utilities; it will be presented at the next possible Board meeting.

MCIH-KCC22-01 / PA# 3507-017-011 Kingsland Country Est Unit 22 / Reid, Alfred

For more information or discussion, contact: ☐ Same as above

(Name) Hyde (Last) Carrie (First) (Title) Development Review Officer (Phone) 352-307-6168

Agenda Item? ☑ Yes ☐ No Agenda Date: Tuesday, April 1, 2025

Agenda Deadline Date for **Legal:** _____ Agenda Deadline Date for **Admin:** Tuesday, March 18, 2025

Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2025-216

Assigned to:
- ☐ Matthew Guy Minter, County Attorney
- ☐ Dana E. Olesky, Chief Asst. County Attorney
- ☑ Thomas Schwartz Asst. County Attorney
- ☐ Valdoston Shealey Asst. County Attorney

Outcome:
- ☑ Approved as to form and legal sufficiency
- ☐ Approved with revisions: ☐ Suggested ☐ Completed
- ☐ Other:

Date Received:

RECEIVED
By Marion County Attorney- AT at 11:38 am, Mar 10, 2025

Attorney Signature: _____ Date 3/10/25

Staff Signature: _____ Date: 3/10/25 Returned: ☑ Department ☐ Admin ☐ _____
Completed

Rev 11/22/2023

RESOLUTION NO. 25-R-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, TO SUPPORT THE WATER LINE EXTENSION PROGRAM/IN-HOUSE WATER LINE EXTENSION PROGRAM; PROVIDING CERTAIN FINDINGS AND AUTHORITY; ESTABLISHING THE PROGRAM SERVICE AREA; ESTABLISHING ONE-TIME CAPITAL CONNECTION FEE FOR THE SERVICE AREA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 21, 2024, the Board of County Commissioners of Marion County, Florida (the "Board") approved Ordinance No. 2024-13 for the addition of the In-House Water Line Extension Program ("Program") to include projects funded by the Board and completed by the Marion County Utilities ("MCU") In-House Crew ("Crew"); and

WHEREAS, it is anticipated that lots not yet connected to MCU's utility system ("System") will pay a one-time Capital Connection Fee ("CCF") to fund its portion of the water line extension and those monies will be reinvested into the Program to enable future water main extensions and connections; and

WHEREAS, the Program requires the Board to establish, by Resolution, a one-time CCF establishing a pro-rata share for parcels connecting single family residences participating in the Program ("Benefitting Lots") and the payment terms and conditions applicable thereto, which may include differing fees based on the cost and distance of required extensions; and

WHEREAS, Alfred Reid ("Owner") requested an Availability Notice from MCU on parcel number 3507-017-011 ("Parcel") and MCU advised the parcel was subject to a standard water connection based on GIS data provided from the former utility, Marion Utilities, which upon field verification by MCU was erroneous; and

WHEREAS, MCU offered the Owner the option to build the main through its Crew; and

WHEREAS, Owner has been authorized by the then-MCU Director to alternatively participate in the Program through a unique set of circumstances which does not set any precedent for future water main extension projects; and

WHEREAS, each Benefitting Lot owner will pay only its lot's CCF, which will be reinvested in the Program to help pay costs of the water line extension program; and

WHEREAS, the Board desires to establish discrete geographical area(s) of unincorporated Marion County designated by Board resolution as "In-House Water Main Extension Program Service Areas," where funding is available to cover the water main extension cost; and

WHEREAS, the CCF is determined by apportioning the estimated cost of the water line extension among all anticipated lots to be served by the water line extension on a pro rata basis; and

WHEREAS, the work is complete and certified as of August 20, 2024, and the actual total project's cost and resulting per parcel CCF are derived from MCU's final costs using actual materials, labor, equipment, and timeline to construct;

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. AUTHORITY. This resolution is adopted pursuant to the provisions of Chapter 19 – Water and Sewers, Article III. – Water and Wastewater Facilities, Division 5. – Short Water Line Extension Program/In-House Water Line Extension Program, of the Code of Ordinances of Marion County, Florida.

SECTION 3. ESTABLISH THE IN-HOUSE LINE EXTENSION PROGRAM SERVICE AREA. Pursuant to Section 19-218, the Board hereby designates the following In-House Extension Program Service Area:

Parcel **3507-017-011** and surrounding improved parcels of the water main extension are herein attached as **Exhibit A**. Sketch is an MCU-verified as-built, based on work completed through a professionally engineered Issued for Construction ("IFC") plans on file with County.

SECTION 4. ESTABLISHING ONE-TIME CAPITAL CONNECTION FEE.

(A) Pursuant to Section 19-217, the one-time CCF will be determined by apportioning the actual cost of this water line extension work using County's bid pricing, labor and materials herein attached as **Exhibit B** to be served by the water line extension designed to serve the parcels in Exhibits A and B. It is further noted that additional fees may include:

1. Each qualifying water service applicant will additionally be responsible for the cost of all On-site facilities as defined in Section 19-122.

2. The water service applicant must pay all applicable costs and fees for the requested service which may include, without limitation, tap fees and system development fees as required by the County. All costs and fees are due in accordance with Section 19-217(c) and the County's existing utility regulations.
3. The water service is subject to all applicable federal, state, and local permits and requirements and any required encroachments

(B) The CCF for this In-House Water Line Extension Program Service Area Project **MCIH-KC22-01** is **$4,235.38** per lot.

(C) Through this final Resolution.

1. All improved parcels will be supported by as-builts by County, actual materials, labor, and equipment used.
2. MCU will issue owners of all affected parcels a Benefitting Lot Notice which certifies MCU's costs, and confirms the total number of Benefitting Lots to support the CCF due at time of connection.
3. Property owners of Benefitting Lots which were developed and connected to the System before this final Resolution, and who were assessed a higher CCF will be refunded the difference by MCU within 90 days of the final Resolution's approval.

SECTION 5. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

DULY ADOPTED in regular session this _____ day of _____, 2025.

BOARD OF COUNTY COMMISSIONERS
OF MARION COUNTY, FLORIDA

_____
Kathy Bryant, Chairman

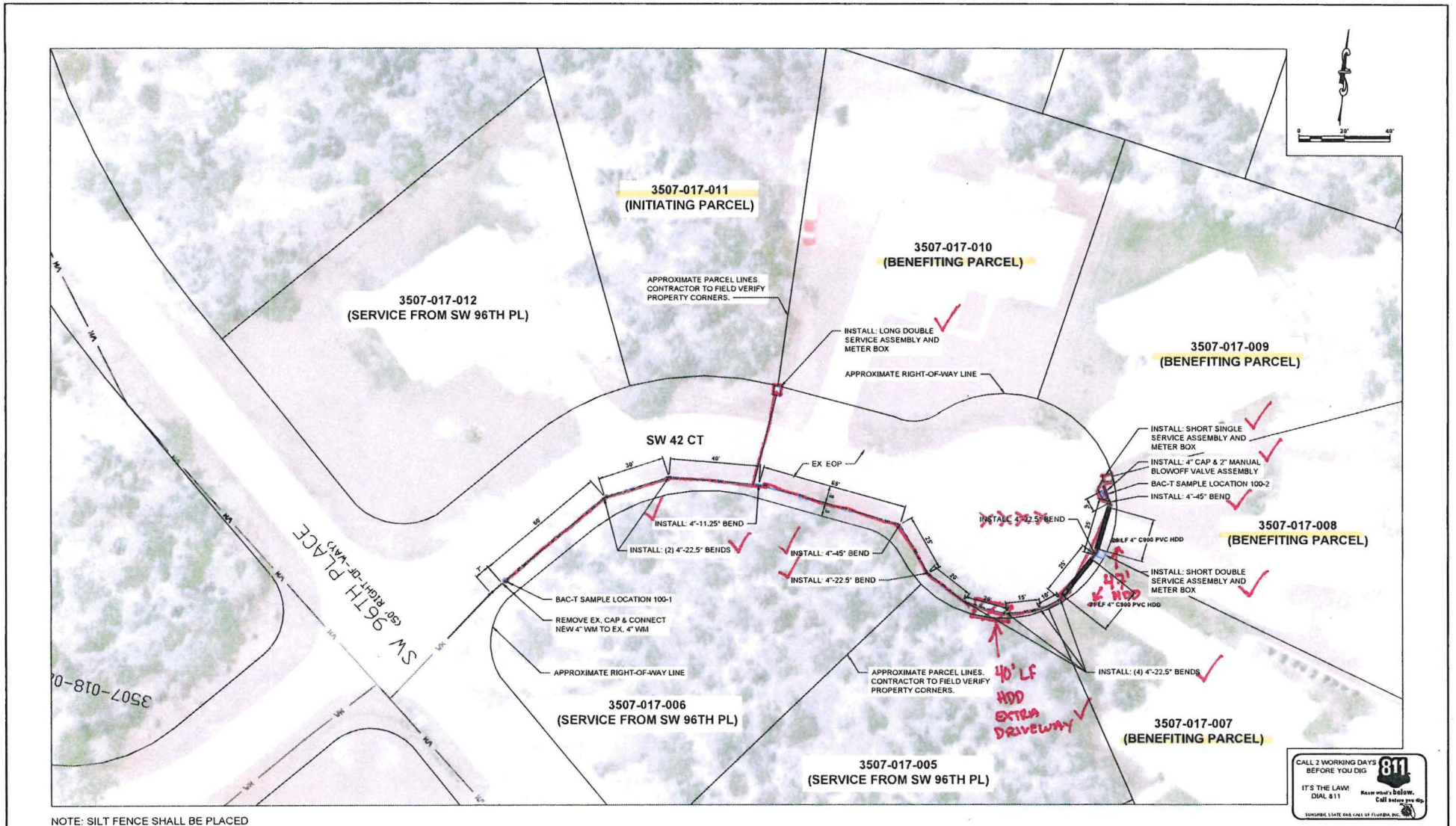
ATTEST:

_____
Gregory C. Harrell, Clerk

FOR THE USE AND RELIANCE OF MARION COUNTY ONLY.
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Matthew Minter, County Attorney

EXHIBIT A - Improved Parcels



NOTE: SILT FENCE SHALL BE PLACED ALONG ENTIRE LENGTH OF PROJECT

NO.	DESCRIPTION	BY	DATE
	BRN 7/29/24		

ISSUED FOR CONSTRUCTION

Verify Scale
but is now invalid as original drawing
if not two inch on this sheet, adjust scale accordingly

Prepared By:
MARION COUNTY UTILITIES DEPARTMENT

MARION COUNTY UTILITIES DEPARTMENT
11800 S US HWY 441
BELLEVIEW, FLORIDA 34420
PH:352-307-6000 FAX: 352-307-6001

MARK W. THOMAS, P.E. DATE
FLORIDA LICENSE 86454

DESIGNED BY MWT
DRAWN BY MWT
CHECKED BY MWT
APPROVED BY MWT

KINGSLAND COUNTRY ESTATES
PID # 3507-017-011
WATER MAIN EXTENSION

PLANSHEET 1

PROJECT NO: MCIH-KC22-01
DATE: JUNE 2024
SHEET NO: C-100

FILE: L:\Legislative\Issue WMC\MCIH-KC22-01\Plansheets\C-100.dwg LAST SAVED: Thu, 6/27/2024-10:17a PLOTTED: Thu, 6/27/24-10:19a BY: mark.thomas

MARION COUNTY UTILITIES
ENGINEERING & CONSTRUCTION
IN HOUSE PROJECTS - THE AVENGERS

MCIH-KC22-01												
Pipe Installed									Total Construction Cost	Benefitting Parcel		
Size	4	Inch	Qty	342	LF	≈	0.06	mi	$21,176.92	Quantity	5	Cost/Parcel $ 4,235.38

ITEM	DESCRIPTION	INSTALLED COSTS			
		QTY	UNIT	UNIT PRICE	TOTAL
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				Material Construction Costs	$ 6,376.41
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2.1	BAC-T TESTING - BID #: 23B-185				
2.1.1	Samples to be Pulled per day (1 to 3)	8	EA	$ 200.00	$ 1,600.00
2.2	HORIZONTAL DIRECTIONAL DRILL - BID #: 23B-183				
2.2.1	Mobilization and Demobilization	1	LS	$ 900.00	$ 900.00
2.2.2	Directional Drill 2-inch Schedule 40 PVC Casing (1 - 60 ft)	40	LF	$ 41.00	$ 1,640.00
2.2.6	Directional Drill 4-inch PVC C900 DR 18 (61 ft or more)	140	LF	$ 25.00	$ 3,500.00
2.4	SOD RESTORATION - BID #: 24B-118				
2.4.5	Bahia Sod - Rolls - Installed - $500 Minimum (158 SY)	373	SY	$ 3.15	$ 1,174.95
2.8	ENGINEERING - BID #: 20Q-074-TO-15				
2.8.1	Design Fee	1	EA	$ 700.00	$ 700.00
				Services Per Contract Costs	$ 9,514.95
3	MARION COUNTY UTILITIES				
3.1	EQUIPMENT ON-SITE				
3.1.1	Excavator, Skid Steer, Pickup Trucks, Trailers	0.51	Week	$ 807.04	$ 411.15
3.2	MANPOWER ON-SITE				
3.2.1	Line Crew - 5 Employees (F + EO + PL + TM + HM)	0.73	Week	$ 6,400.00	$ 4,674.41
3.3	PERMITTING				
3.3.1	Right of Way Permitting Fee	1	EA	$ 200.00	$ 200.00
				MCU Construction Costs	$ 5,285.56
				TOTAL Construction Costs	$ 21,176.92

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19644 **Agenda Date:** 8/5/2025 **Agenda No.:** 7.6.3.

SUBJECT:
Request Approval of Resolution for Project MCIH-MO12-01: In-House Water Line Extension Program within Marion Oaks Unit 12 (Budget Impact - Neutral; expenditure of $34,738)

INITIATOR:
Tony Cunningham, P.E., Director

DEPARTMENT:
Utilities

DESCRIPTION/BACKGROUND:
On May 21, 2024, the Board approved Ordinance 2024-13. This ordinance updated the Short Water Line Extension Program, allowing Marion County Utilities (MCU) to include water main extension projects completed by their In-House Crew. MCU has the authority to assign the actual proportional cost, or "Share," to all improved properties, referred to as "Benefitting Lots," as a capital connection fee.

MCU designated their third Crew-installed water main extension, Project MCIH-MO12-01, to address a specific need for installing 668 feet of 6-inch water main. This improvement directly benefits five (5) Benefitting Lots.

The work for Project MCIH-MO12-01 is complete and the water main is ready for connection to MCU's system. All costs and Benefitting Lots have been certified. This resolution confirms the project area (Exhibit A), certifies the total project cost (Exhibit B), and sets the resulting Benefitting Lot Share. This information will be recorded in Official Records and MCU's database for collection from future Benefitting Lots when they connect to the system.

MCIH-KC22-01	Actual Cost
Materials	$ 16,137.14
Contract Services	$ 11,319.30
MCU Construction	$ 7,281.42
Total Project Cost	$ 34,737.86
Parcels Improved	Five (5) parcels
Per Parcel Cost	$ 6,947.57

BUDGET/IMPACT:
Neutral; project cost is $34,737.86, which includes $700 design fee. Funding is from line ZF448536 - 563102 with Project Code UTC000099.

RECOMMENDED ACTION:
Motion to approve recommendation and authorize the Chairman and Clerk to execute the Resolution.

LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Kramer (Last) Josh (First) (Dept) Utilities - 7130

(Title) Utilities Deputy Director (Phone) 352-307-4625

Signature _____ Date 6/25/25

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for:
- ☐ New Document
- ☐ Review & Comment
- ☐ RESUBMIT LRM No. _____
- ☑ Approve as to Form
- ☐ Other

Description of Request

Attached for review and approval is a request for a Resolution which provides for construction costs, and allocates capital connection fees for 5 lots to be served by MCU in-house crew-installed water main extension.

After Legal approval, please return to Utilities; it will be presented at the next possible Board meeting.

MCIH-MO12-01 / PA# 8012-1459-07 Marion Oaks

For more information or discussion, contact: ☐ Same as above

(Name) Hyde (Last) Carrie (First) (Title) Development Review Supervisor (Phone) 352-307-6168

Agenda Item? ☑ Yes ☐ No Agenda Date: Tuesday, July 15, 2025

Agenda Deadline Date for **Legal:** _____ Agenda Deadline Date for **Admin:** Tuesday, July 1, 2025

Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2025-564

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: Added Exhibit A Sticker for identification purposes.

Date Received:

RECEIVED
By Marion County Attorney- AT at 11:28 am, Jun 26, 2025

Attorney Signature: _____ Date 6/27/25

Staff Signature: _____ Date: 06.27.25 Returned: ☒ Department ☐ Admin ☐ _____
Completed

RESOLUTION NO. 25-R-____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, TO SUPPORT THE WATER LINE EXTENSION PROGRAM/IN-HOUSE WATER LINE EXTENSION PROGRAM; PROVIDING CERTAIN FINDINGS AND AUTHORITY; ESTABLISHING THE PROGRAM SERVICE AREA; ESTABLISHING ONE-TIME CAPITAL CONNECTION FEE FOR THE SERVICE AREA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 21, 2024, the Board of County Commissioners of Marion County, Florida (the "Board") approved Ordinance No. 2024-13 for the addition of the In-House Water Line Extension Program ("Program") to include projects funded by the Board and completed by the Marion County Utilities ("MCU") In-House Crew ("Crew"); and

WHEREAS, it is anticipated that lots not yet connected to MCU's utility system ("System") will pay a one-time Capital Connection Fee ("CCF") to fund its portion of the water line extension and those monies will be reinvested into the Program to enable future water main extensions and connections; and

WHEREAS, the Program requires the Board to establish, by Resolution, a one-time CCF establishing a pro-rata share for parcels connecting single family residences participating in the Program ("Benefitting Lots") and the payment terms and conditions applicable thereto, which may include differing fees based on the cost and distance of required extensions; and

WHEREAS, Perfect Deed Homes LLC ("Owner") requested an Availability Notice from MCU on parcel number 8012-1459-07 ("Parcel") and MCU advised the parcel was outside connection distance which was erroneous; and

WHEREAS, MCU offered the Owner the option to build the main through its Crew; and

WHEREAS, Owner has been authorized by the then-MCU Director to alternatively participate in the Program through a unique set of circumstances which does not set any precedent for future water main extension projects; and

WHEREAS, each Benefitting Lot owner will pay only its lot's CCF, which will be reinvested in the Program to help pay costs of the water line extension program; and

WHEREAS, the Board desires to establish discrete geographical area(s) of unincorporated Marion County designated by Board resolution as "In-House Water Main

Extension Program Service Areas," where funding is available to cover the water main extension cost; and

WHEREAS, the CCF is determined by apportioning the estimated cost of the water line extension among all anticipated lots to be served by the water line extension on a pro rata basis; and

WHEREAS, the work is complete and certified as of March 21, 2025, and the actual total project's cost and resulting per parcel CCF are derived from MCU's final costs using actual materials, labor, equipment, and timeline to construct;

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. AUTHORITY. This resolution is adopted pursuant to the provisions of Chapter 19 – Water and Sewers, Article III. – Water and Wastewater Facilities, Division 5. – Short Water Line Extension Program/In-House Water Line Extension Program, of the Code of Ordinances of Marion County, Florida.

SECTION 3. ESTABLISH THE IN-HOUSE LINE EXTENSION PROGRAM SERVICE AREA. Pursuant to Section 19-218, the Board hereby designates the following In-House Extension Program Service Area:

Parcel **8012-1459-07** and surrounding improved parcels of the water main extension are herein attached as **Exhibit A**. Sketch is an MCU-verified as-built, based on work completed through a professionally engineered Issued for Construction ("IFC") plans on file with County.

SECTION 4. ESTABLISHING ONE-TIME CAPITAL CONNECTION FEE.

(A) Pursuant to Section 19-217, the one-time CCF will be determined by apportioning the actual cost of this water line extension work using County's bid pricing, labor and materials herein attached as **Exhibit B** to be served by the water line extension designed to serve the parcels in Exhibits A and B. It is further noted that additional fees may include:

1. Each qualifying water service applicant will additionally be responsible for the cost of all On-site facilities as defined in Section 19-122.
2. The water service applicant must pay all applicable costs and fees for the requested service which may include, without limitation, tap fees and system

development fees as required by the County. All costs and fees are due in accordance with Section 19-217(c) and the County's existing utility regulations.

3. The water service is subject to all applicable federal, state, and local permits and requirements and any required encroachments

(B) The CCF for this In-House Water Line Extension Program Service Area Project **MCIH-MO12-01** is **$6,947.57** per lot.

(C) Through this final Resolution.

1. All improved parcels will be supported by as-builts by County, actual materials, labor, and equipment used.
2. MCU will issue owners of all affected parcels a Benefitting Lot Notice which certifies MCU's costs, and confirms the total number of Benefitting Lots to support the CCF due at time of connection.
3. Property owners of Benefitting Lots which were developed and connected to the System before this final Resolution, and who were assessed a higher CCF will be refunded the difference by MCU within 90 days of the final Resolution's approval.

SECTION 5. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

DULY ADOPTED in regular session this _____ day of _____, 2025.

BOARD OF COUNTY COMMISSIONERS
OF MARION COUNTY, FLORIDA

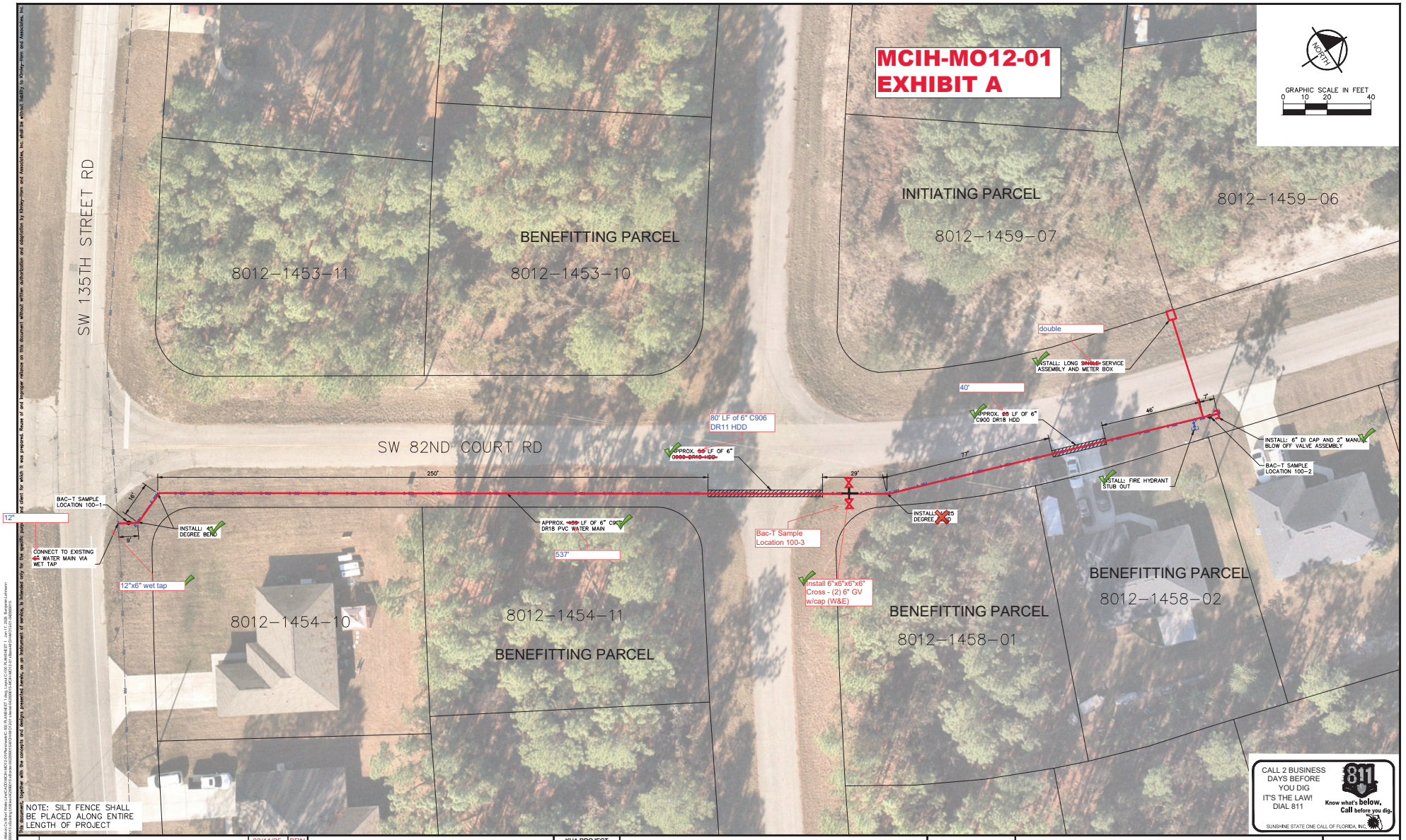
_____
Kathy Bryant, Chairman

ATTEST:

_____
Gregory C. Harrell, Clerk

FOR THE USE AND RELIANCE OF MARION COUNTY ONLY.
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
For: Matthew Minter, County Attorney



This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.

No.	REVISIONS	DATE	BY
		03/11/25	BRN

Kimley»Horn

© 2025 KIMLEY-HORN AND ASSOCIATES, INC.

1700 SE 17TH STREET, SUITE 200, OCALA, FLORIDA 34471
PHONE: 352-438-3000
WWW.KIMLEY-HORN.COM REGISTRY NO. 35106

KHA PROJECT	042899015
DATE	JANUARY 2025
SCALE	AS SHOWN
DESIGNED BY	MWT
DRAWN BY	BNL
CHECKED BY	MWT

MCIH-MO12-01 PID #8012-1459-07 WATER MAIN EXTENSION

PREPARED FOR
MARION COUNTY BOARD OF COUNTY COMMISSIONERS
MARION COUNTY FLORIDA

LICENSED PROFESSIONAL
MARK W. THOMAS, P.E.
FLORIDA LICENSE NUMBER
86454
DATE: ____

PLANSHEET 1

SHEET NUMBER
C-100

MARION COUNTY UTILITIES
ENGINEERING & CONSTRUCTION
IN HOUSE PROJECTS - THE AVENGERS

MCIH-MO12-01											
Pipe Installed								Total Construction Cost	Benefitting Parcel		
Size	6	Inch	Qty	668	LF	≈	0.13 mi	$34,737.86	Quantity	5	Cost/Parcel $ 6,947.57

ITEM	DESCRIPTION	INSTALLED COSTS			
		QTY	UNIT	UNIT PRICE	TOTAL
1	MATERIALS				
				Material Construction Costs	$ 16,137.14
2	SERVICES PER CONTRACT				
2.1	BAC-T TESTING - BID #: 23B-185				
2.1.1	Samples to be Pulled per day (1 to 3)	6	EA	$ 200.00	$ 1,200.00
2.2	HORIZONTAL DIRECTIONAL DRILL - BID #: 23B-183				
2.2.1	Mobilization and Demobilization	1	LS	$ 900.00	$ 900.00
2.2.2	Directional Drill 2-inch Schedule 40 PVC Casing (1 - 60 ft)	40	LF	$ 41.00	$ 1,640.00
2.2.8	Directional Drill 6-inch PVC C900 DR 18 (1 - 60 ft)	40	LF	$ 58.00	$ 2,320.00
2.2.11	Directional Drill 6-inch HDPE (61 ft or more)	80	LF	$ 25.00	$ 2,000.00
2.3	WET TAP - BID #: 23B-187				
2.3.21	12" x 6" Wet Tap	1	EA	$ 600.00	$ 600.00
2.4	SOD RESTORATION - BID #: 24B-118				
2.4.5	Bahia Sod - Rolls - Installed - $500 Minimum (158 SY)	622	SY	$ 3.15	$ 1,959.30
2.8	ENGINEERING - BID #: 20Q-074-TO-15				
2.8.1	Design Fee	1	EA	$ 700.00	$ 700.00
				Services Per Contract Costs	$ 11,319.30
3	MARION COUNTY UTILITIES				
3.1	EQUIPMENT ON-SITE				
3.1.1	Excavator, Skid Steer, Pickup Trucks, Trailers	0.35	Week	$ 1,297.38	$ 459.09
3.2	MANPOWER ON-SITE				
3.2.1	Line Crew - 5 Employees (F + EO + PL + TM + HM)	0.85	Week	$ 7,766.00	$ 6,617.53
3.3	PERMITTING				
3.3.1	Right of Way Permitting Fee	1	EA	$ 200.00	$ 200.00
3.4	WATER CONSUMPTION				
3.4.1	Water used for construction/testings (US$/KGal)	2,999	Gal	$ 1.60	$ 4.80
				MCU Construction Costs	$ 7,281.42
				TOTAL Construction Costs	$ 34,737.86

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19781 **Agenda Date:** 8/5/2025 **Agenda No.:** 7.6.4.

SUBJECT:
Request Approval of Water Main Extension Connection Agreement WME-100-S Between JNY Alpha, LLC and Marion County Utilities (Budget Impact - Neutral; expenditure of $44,967)

INITIATOR:
Tony Cunningham, P.E., Director

DEPARTMENT:
Utilities

DESCRIPTION/BACKGROUND:
In accordance with Land Development Code section 6.14.2, developers (property owners) are required to connect to public utilities if the property being developed is within connection distance. For a single-family residence, the connection distance is 400 feet from the parcel's closest corner to the public water main. In this case, the property owner has applied for a building permit for a parcel within the 400' connection distance of the public water main provided by Marion County Utilities (MCU). The owner is required to install the water main across the entire frontage of the parcel, ending at the farthest corner.

Resolution No. 21-R-381 approved by the Board on August 17, 2021, authorizes in certain circumstances to permit MCU to enter into a Share Agreement whereby each parcel connecting to the MCU system is charged for only their share of the total project based upon MCU's low bid for the work. The County has funding in place to use the share methodology to interconnect the mains and "close a loop," which improves the system hydraulics within the neighborhood.

Total Project Cost	$ 44,967.00	$ 44,267 construction + $700 design
Per Parcel Cost	$ 6,423.86	Seven (7) total parcels

BUDGET/IMPACT:
Neutral; project cost is $44,967 and construction purchase order includes 10% contingency in accordance with the Procurement Manual. Funding is from ZF448536-563102 with project code UTC000094.

RECOMMENDED ACTION:
Motion to approve and authorize the Chairman and Clerk to execute the Water Main Extension Connection Agreement and authorize staff to issue the construction purchase order to T&C Underground under 22P-146.

LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Hyde (Last) Carrie (First) (Dept) Utilities - 7130

(Title) Development Review Supervisor (Phone) 352-307-6168

Signature Carrie Hyde Date Monday, June 30, 2025

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for:
- ☐ New Document
- ☐ Review & Comment
- ☐ RESUBMIT LRM No. _____
- ☑ Approve as to Form
- ☐ Other

Description of Request

Attached for review and approval is a Water Main Extension Connection Agreement, necessary to extend infrastructure to serve initiating and benefitting lots shown on Exhibit 1.

After Legal approval, please return to Utilities; it will be presented at the next possible Board meeting.

WME-100-S / PA# 8009-1248-04 Marion Oaks / JNY Alpha LLC

For more information or discussion, contact: ☑ Same as above

(Name) _____ (Last) _____ (First) (Title) _____ (Phone) _____

Agenda Item? ☑ Yes ☐ No Agenda Date: Tuesday, July 15, 2025

Agenda Deadline Date for **Legal:** _____ Agenda Deadline Date for **Admin:** Tuesday, July 1, 2025

Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2025-587

Assigned to:
- ☐ Matthew Guy Minter, County Attorney
- ☐ Dana E. Olesky, Chief Asst. County Attorney
- ☑ Thomas Schwartz Asst. County Attorney
- ☐ Valdoston Shealey Asst. County Attorney

Outcome:
- ☑ Approved as to form and legal sufficiency
- ☐ Approved with revisions: ☐ Suggested ☐ Completed
- ☐ Other:

Date Received:

RECEIVED
By Marion County Attorney- AT at 8:44 am, Jul 01, 2025

Attorney Signature: Thomas A Schwartz Date 7/2/25

Staff Signature: Ashlyn Tuck (Completed) Date: 7/2/25 Returned: ☑ Department ☐ Admin ☐ _____

MARION COUNTY WATER MAIN EXTENSION CONNECTION AGREEMENT NO: WME-100-S

SECTION 1. REQUEST. Property owner ("Owner") JNY ALPHA LLC whose complete and principal address is 16401 SW 80th Ave, Miami, FL 33157, hereby requests, through payment of the non-refundable application fee and execution of this Agreement ("Agreement"), that Marion County ("County") connect by extension, and provide service from its central utility system ("System") to its parcel(s) below and as depicted on the map attached herein as "Exhibit 1."

County has the necessary funding in place to extend water main and has elected to only assess Owner its share of the extension obligation to close a loop to improve the System hydraulics. The terms of this Agreement establishing Owner's construction and responsibility for the specified parcel only is exclusive to accommodate a particular set of circumstances and does not set a precedent for any other extension agreements. By entering into this Agreement with County, Owner understands its obligation is to extend the water main line ("Main") and pay its pro rata share ("Share") to County per engineered construction plans after Board approval, and prior to any pending building inspection.

Parcel ID Number	Use (Structure Type)	Number of Units
8009-1248-04	Single Family Residence	one (1)

SECTION 2. BENEFITTING PARCEL(S). Main is proposed to extend past unserved parcel(s), including any future division of said parcel(s) ["Benefitting Parcel(s)"]: 8009-1248-05, 8009-1248-06, 8009-1248-07, 8009-1248-08, 8009-1249-01, 8009-1249-02

County has established its Main construction cost ("Total Cost") as $44,967 using its best available information at the time of this Agreement. Based on the number of total parcels served by the Main in Section 1 and Section 2, **the Share cost for the INITIATING PARCEL and each connected parcel shall be $6,423.86**. County shall collect any Benefitting Parcel Share prior to its connection to the System.

SECTION 3. PERMISSION TO CONNECT. County's execution of this Agreement creates no vested rights and shall not be construed as a guarantee of service capacity until all conditions precedent set forth herein are met. County may permit connections to its System only if it may lawfully do so or would not thereby violate any permit, license, restriction, injunctions, moratorium or denial of permission to connect imposed or issued by any court of competent jurisdiction or by any applicable governmental agency. County agrees to not unreasonably deny connection to its System. County makes no representation or agreement as to the timing of the availability of service in connection with development of the properties described in this Agreement. By entering into this Agreement, Owner acknowledges the stated limits on the permissibility to connect and hereby waives and relinquishes any right, claim, cause of action or other remedy whatsoever against County arising from, or as a result of Owner reasonably being denied connection. Once granted, the ability of Owner to connect provided by this Agreement shall be valid for a period of one (1) year from its recording date. This Agreement is non-transferable. Connection is conditioned upon and may not occur before the receipt from Owner of all necessary governmental permits, licenses, and approvals for, and completion of construction connected to System. Owner agrees to be responsible for constructing the distribution and transmission facilities in accordance with this Agreement. This Agreement may be immediately and unilaterally terminated by the County without penalty for any default of this Agreement, to include: (a) Owner's violation or non-compliance with the provisions of this Agreement; (b) failure of Owner to fully perform any monetary obligation owed to County with regard to County's Utility service to Owner; (c) failure of Owner to comply with any conditions or requirements contained in any permits necessary for the project contemplated herein; (d) misrepresentation of fact in Owner's application; (e) failure to timely establish a new service account as needed; or (e) violation of any governing laws, rules, regulations, or codes.

SECTION 4. ACCEPTANCE BY OWNER. Owner agrees to connect to and to be served by the System for parcel(s) identified in Section 1, to enter into a service agreement for same, and to be bound fully by all applicable laws, rules, regulations, and codes, as well as any conditions and/or requirements of any permits necessary for the project contemplated herein. The party executing this Agreement certifies it is fully authorized to bind Owner and understands the penalties for misrepresentation. Owner shall indemnify, defend, and hold harmless, release, and forever discharge County and its officers, board members, employees, agents, and instrumentalities, from and against any and all fines, suits, claims, demands, penalties, liabilities, costs or expenses, losses settlements, judgments and awards and action of whatever kind or nature arising out of, relating to, or resulting from the performance of this Agreement, including a reasonable attorney's fees and costs (and a reasonable attorney's fee and costs on appeal) and damages (including, but not limited to, actual and consequential damages) arising from any negligent, willful or wrongful misconduct, knowing misrepresentation or breach of this Agreement by Owner, its employees, agents, or subcontractors, to the extent that any such claim, damages, loss, or expenses is caused by any acts or omissions of Owner or anyone directly or indirectly employed by Owner. Nothing in this Agreement shall be construed in any way to alter County's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes. Owner hereby accepts all terms and conditions of this Agreement, and agrees to be bound hereby.

ACCEPTED AND AGREED TO BY OWNER:

OWNER: JNY ALPHA LLC

Signed

Printed, its Member — Date: 6/29/25

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF:

WITNESS:

Sergio Rebollo Jr. 6/29/25

Printed — Date

WITNESS:

Michelle Rebollo 6/29/25

Printed — Date

STATE OF Florida, COUNTY OF Miami Dade

The foregoing **Water Main Extension Connection Agreement WME-100-S** was acknowledged before me by means of ☒physical presence or _online notarization this 29 day of June, 2025 by Jiuliu Lu as AMBR/MEMBER for JNY ALPHA LLC who [_] is personally known to me or [✓] produced identification (type/# drivers license).

NOTARY SEAL

Notary Public State of Florida
Michelle Rebollo
My Commission
HH 250480
Exp. 4/7/2026

Signature of Notary Public

IN WITNESS WHEREOF, the parties hereto agree to these terms as of the date approved by the County.

MARION COUNTY, FLORIDA,
a political subdivision of the State of Florida

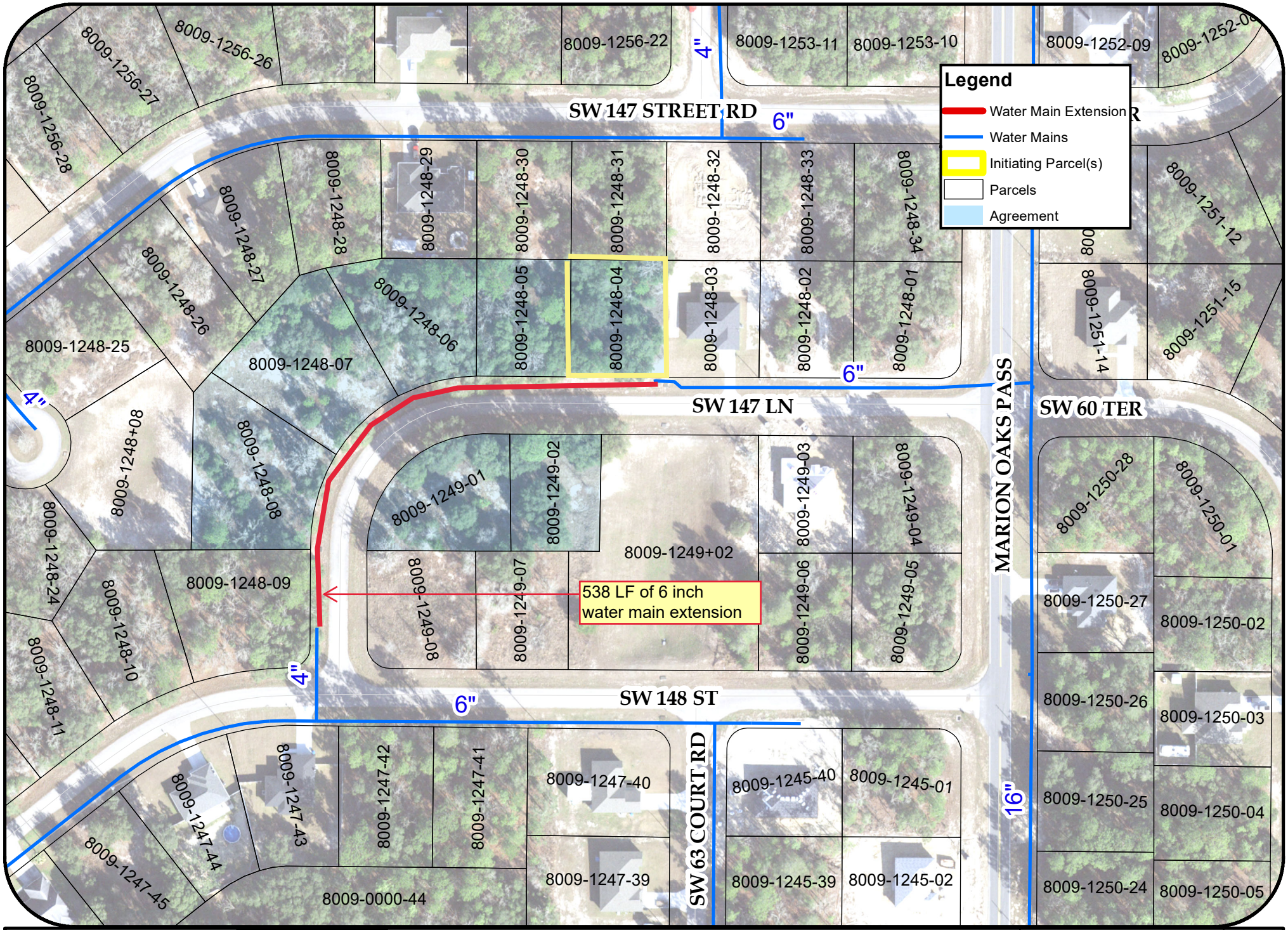
Kathy Bryant, Chairman — Date

ATTEST:

Gregory C Harrell, Clerk — Date

FOR USE AND RELIANCE BY MARION COUNTY ONLY
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

For: Matthew G. Minter, County Attorney



Marion County Board of County Commissioners
Utilities Department

User Name: carrie.hyde
Date: 6/17/2025
Reference Scale: 1 " = 129 '

Water Main Extension
Exhibit 1 - Location Map

8009-1248-04 | Marion Oaks
WME-100 | JNY Alpha LLC

Marion County Utilities
Water & Sewer Map

N
W
809

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19782 **Agenda Date:** 8/5/2025 **Agenda No.:** 7.6.5.

SUBJECT:
Request Approval of Water Main Extension Connection Agreement WME-107-S Between Booming Homes, LLC and Marion County Utilities (Budget Impact - Neutral; expenditure of $41,310)

INITIATOR:
Tony Cunningham, P.E., Director

DEPARTMENT:
Utilities

DESCRIPTION/BACKGROUND:
In accordance with Land Development Code section 6.14.2, developers (property owners) are required to connect to public utilities if the property being developed is within connection distance. For a single-family residence, the connection distance is 400 feet from the parcel's closest corner to the public water main. In this case, the property owner has applied for a building permit for a parcel within the 400' connection distance of the public water main provided by Marion County Utilities (MCU). The owner is required to install the water main across the entire frontage of the parcel, ending at the farthest corner.

Resolution No. 21-R-381 approved by the Board on August 17, 2021, authorizes in certain circumstances to permit MCU to enter into a Share Agreement whereby each parcel connecting to the MCU system is charged for only their share of the total project based upon MCU's low bid for the work. The County has funding in place to use the share methodology to interconnect the mains and "close a loop," which improves the system hydraulics within the neighborhood.

Total Project Cost	$ 41,310	$ 40,610 construction + $700 design
Per Parcel Cost	$ 6,885	Six (6) total parcels

BUDGET/IMPACT:
Neutral; project cost is $41,310 and construction purchase order includes 10% contingency in accordance with the Procurement Manual. Funding is from ZF448536-563102 with project code UTC000094.

RECOMMENDED ACTION:
Motion to approve and authorize the Chairman and Clerk to execute the Water Main Extension Connection Agreement and authorize staff to issue a construction purchase order to T&C Underground under 22P-146.

LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Hyde (Last) Carrie (First) (Dept) Utilities - 7130

(Title) Development Review Supervisor (Phone) 352-307-6168

Signature _____ Date Monday, June 30, 2025

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for:
- ☐ New Document
- ☐ Review & Comment
- ☐ RESUBMIT LRM No. _____
- ☑ Approve as to Form
- ☐ Other

Description of Request

Attached for review and approval is a Water Main Extension Connection Agreement, necessary to extend infrastructure to serve initiating and benefitting lots shown on Exhibit 1.

After Legal approval, please return to Utilities; it will be presented at the next possible Board meeting.

WME-#107-S / PA# 8001-0142-02 / Booming Homes LLC

For more information or discussion, contact: ☑ Same as above

(Name) _____ (Last) _____ (First) (Title) _____ (Phone) _____

Agenda Item? ☑ Yes ☐ No Agenda Date: Tuesday, July 15, 2025

Agenda Deadline Date for **Legal:** _____ Agenda Deadline Date for **Admin:** Tuesday, July 1, 2025

Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2025-588

Assigned to:
- ☐ Matthew Guy Minter, County Attorney
- ☐ Dana E. Olesky, Chief Asst. County Attorney
- ☑ Thomas Schwartz Asst. County Attorney
- ☐ Valdoston Shealey Asst. County Attorney

Outcome:
- ☑ Approved as to form and legal sufficiency
- ☐ Approved with revisions: ☐ Suggested ☐ Completed
- ☐ Other:

Date Received:

RECEIVED
By Marion County Attorney- AT at 8:44 am, Jul 01, 2025

Attorney Signature: _____ Date 7/2/25

Staff Signature: _____ (Completed) Date: 7/2/25 Returned: ☑ Department ☐ Admin ☐ _____

MARION COUNTY WATER MAIN EXTENSION CONNECTION AGREEMENT NO: WME-107-S

SECTION 1. REQUEST. Property owner ("Owner") BOOMING HOMES LLC whose complete and principal address is 2107 Black Lake Blvd, Winter Garden, FL 34787, hereby requests, through payment of the non-refundable application fee and execution of this Agreement ("Agreement"), that Marion County ("County") connect by extension, and provide service from its central utility system ("System") to its parcel(s) below and as depicted on the map attached herein as "Exhibit 1."

County has the necessary funding in place to extend water main and has elected to only assess Owner its share of the extension obligation to close a loop to improve the System hydraulics. The terms of this Agreement establishing Owner's construction and responsibility for the specified parcel only is exclusive to accommodate a particular set of circumstances and does not set a precedent for any other extension agreements. By entering into this Agreement with County, Owner understands its obligation is to extend the water main line ("Main") and pay its pro rata share ("Share") to County per engineered construction plans after Board approval, and prior to any pending building inspection.

Parcel ID Number	Use (Structure Type)	Number of Units
8001-0142-02	Single Family Residence	one (1)

SECTION 2. BENEFITTING PARCEL(S). Main is proposed to extend past unserved parcel(s), including any future division of said parcel(s) ["Benefitting Parcel(s)"]: 8001-0142-03, 8001-0142-04, 8001-0223-07, 8001-0223-08, 8001-0223-09

County has established its Main construction cost ("Total Cost") as $41,310 using its best available information at the time of this Agreement. Based on the number of total parcels served by the Main in Section 1 and Section 2, **the Share cost for the INITIATING PARCEL and each connected parcel shall be $6,885**. County shall collect any Benefitting Parcel Share prior to its connection to the System.

SECTION 3. PERMISSION TO CONNECT. County's execution of this Agreement creates no vested rights and shall not be construed as a guarantee of service capacity until all conditions precedent set forth herein are met. County may permit connections to its System only if it may lawfully do so or would not thereby violate any permit, license, restriction, injunctions, moratorium or denial of permission to connect imposed or issued by any court of competent jurisdiction or by any applicable governmental agency. County agrees to not unreasonably deny connection to its System. County makes no representation or agreement as to the timing of the availability of service in connection with development of the properties described in this Agreement. By entering into this Agreement, Owner acknowledges the stated limits on the permissibility to connect and hereby waives and relinquishes any right, claim, cause of action or other remedy whatsoever against County arising from, or as a result of Owner reasonably being denied connection. Once granted, the ability of Owner to connect provided by this Agreement shall be valid for a period of one (1) year from its recording date. This Agreement is non-transferable. Connection is conditioned upon and may not occur before the receipt from Owner of all necessary governmental permits, licenses, and approvals for, and completion of construction connected to System. Owner agrees to be responsible for constructing the distribution and transmission facilities in accordance with this Agreement. This Agreement may be immediately and unilaterally terminated by the County without penalty for any default of this Agreement, to include: (a) Owner's violation or non-compliance with the provisions of this Agreement; (b) failure of Owner to fully perform any monetary obligation owed to County with regard to County's Utility service to Owner; (c) failure of Owner to comply with any conditions or requirements contained in any permits necessary for the project contemplated herein; (d) misrepresentation of fact in Owner's application; (e) failure to timely establish a new service account as needed; or (e) violation of any governing laws, rules, regulations, or codes.

SECTION 4. ACCEPTANCE BY OWNER. Owner agrees to connect to and to be served by the System for parcel(s) identified in Section 1, to enter into a service agreement for same, and to be bound fully by all applicable laws, rules, regulations, and codes, as well as any conditions and/or requirements of any permits necessary for the project contemplated herein. The party executing this Agreement certifies it is fully authorized to bind Owner and understands the penalties for misrepresentation. Owner shall indemnify, defend, and hold harmless, release, and forever discharge County and its officers, board members, employees, agents, and instrumentalities, from and against any and all fines, suits, claims, demands, penalties, liabilities, costs or expenses, losses settlements, judgments and awards and action of whatever kind or nature arising out of, relating to, or resulting from the performance of this Agreement, including a reasonable attorney's fees and costs (and a reasonable attorney's fee and costs on appeal) and damages (including, but not limited to, actual and consequential damages) arising from any negligent, willful or wrongful misconduct, knowing misrepresentation or breach of this Agreement by Owner, its employees, agents, or subcontractors, to the extent that any such claim, damages, loss, or expenses is caused by any acts or omissions of Owner or anyone directly or indirectly employed by Owner. Nothing in this Agreement shall be construed in any way to alter County's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes. Owner hereby accepts all terms and conditions of this Agreement, and agrees to be bound hereby.

ACCEPTED AND AGREED TO BY OWNER:

OWNER: BOOMING HOMES LLC

DocuSigned by: Thaliton Alves 6/25/2025

Thaliton Alves, Manager Date

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF:

WITNESS: Karina Rodrigues

Karina Rodrigues 06/25/25

Printed Date

WITNESS: João Pedro Rosa

João Pedro Rosa 06/25/25

Printed Date

STATE OF MA, COUNTY OF Duke

The foregoing **Water Main Extension Connection Agreement WME-107-S** was acknowledged before me by means of ☒physical presence or _online notarization this 25 day of June, 2025 by Thaliton Alves as MANAGER for BOOMING HOMES LLC who [.] is personally known to me or [ ] produced identification (type/# DL).

NOTARY SEAL

Ana Paula Guarnier Paiva
Notary Public, Commonwealth of Massachusetts
My Commission Expires September 2, 2027

Signature of Notary Public

IN WITNESS WHEREOF, the parties hereto agree to these terms as of the date approved by the County.

MARION COUNTY, FLORIDA,
a political subdivision of the State of Florida

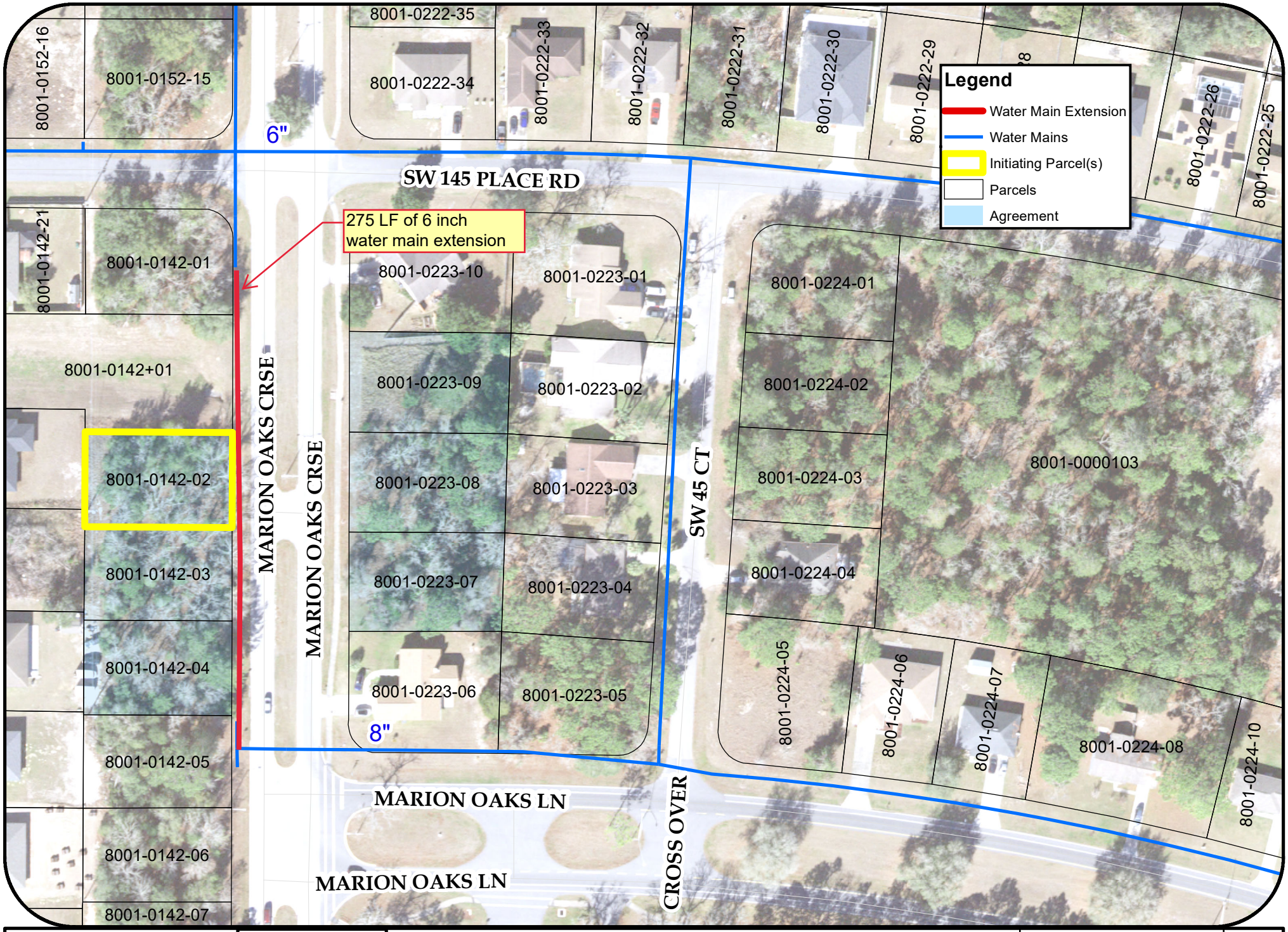
Kathy Bryant, Chairman Date

ATTEST:

Gregory C Harrell, Clerk Date

FOR USE AND RELIANCE BY MARION COUNTY ONLY
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

for Matthew G. Minter, County Attorney



Marion County Board of County Commissioners
Utilities Department

User Name: carrie.hyde
Date: 6/17/2025
Reference Scale: 1 " = 103 '

Water Main Extension
Exhibit 1 - Location Map

8001-0142-02 | Marion Oaks
WME-107 | Booming Homes LLC

Marion County Utilities
Water & Sewer Map

N
W
814

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19783 **Agenda Date:** 8/5/2025 **Agenda No.:** 7.6.6.

SUBJECT:
Request Approval of Water Main Extension Connection Agreement WME-117-S Between Larson Brothers Holdings, LLC and Marion County Utilities (Budget Impact - Neutral; expenditure of $142,953)

INITIATOR:
Tony Cunningham, P.E., Director

DEPARTMENT:
Utilities

DESCRIPTION/BACKGROUND:
In accordance with Land Development Code section 6.14.2, developers (property owners) are required to connect to public utilities if the property being developed is within connection distance. For a single-family residence, the connection distance is 400 feet from the parcel's closest corner to the public water main. In this case, the property owner has applied for a building permit for a parcel within the 400' connection distance of the public water main provided by Marion County Utilities (MCU). The owner is required to install the water main across the entire frontage of the parcel, ending at the farthest corner.

Resolution No. 21-R-381 approved by the Board on August 17, 2021, authorizes in certain circumstances to permit MCU to enter into a Share Agreement whereby each parcel connecting to the MCU system is charged for only their share of the total project based upon MCU's low bid for the work. The County has funding in place to use the share methodology to interconnect the mains and "close a loop," which improves the system hydraulics within the neighborhood.

Total Project Cost	$142,953.00	$141,553 construction + $1,400 design
Per Parcel Cost	$ 7,523.84	19 total parcels

BUDGET/IMPACT:
Neutral; project cost is $142,953 and construction purchase order includes 10% contingency in accordance with the Procurement Manual. Funding is from ZF448536-563102 with project code UTC000094.

RECOMMENDED ACTION:
Motion to approve and authorize the Chairman and Clerk to execute the Water Main Extension Connection Agreement and authorize staff to issue the construction purchase order to T&C Underground under 22P-146.

LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Hyde (Last) Carrie (First) (Dept) Utilities - 7130

(Title) Development Review Supervisor (Phone) 352-307-6168

Signature [signature] Date Tuesday, July 1, 2025

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for:
- ☐ New Document
- ☐ Review & Comment
- ☐ RESUBMIT LRM No. _____
- ☑ Approve as to Form
- ☐ Other

Description of Request

Attached for review and approval is a Water Main Extension Connection Agreement, necessary to extend infrastructure to serve initiating and benefitting lots shown on Exhibit 1.

After Legal approval, please return to Utilities; it will be presented at the next possible Board meeting.

WME-117-S/ PA# 8009-1212-18 Marion Oaks / Larson Brothers Holdings LLC

For more information or discussion, contact: ☑ Same as above

(Name) _____ (Last) _____ (First) (Title) _____ (Phone) _____

Agenda Item? ☑ Yes ☐ No Agenda Date: Tuesday, August 5, 2025

Agenda Deadline Date for **Legal:** _____ Agenda Deadline Date for **Admin:** Tuesday, July 15, 2025

Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2025-590

Assigned to:
- ☐ Matthew Guy Minter, County Attorney
- ☐ Dana E. Olesky, Chief Asst. County Attorney
- ☑ Thomas Schwartz Asst. County Attorney
- ☐ Valdoston Shealey Asst. County Attorney

Outcome:
- ☑ Approved as to form and legal sufficiency
- ☐ Approved with revisions: ☐ Suggested ☐ Completed
- ☐ Other:

Date Received:

RECEIVED
By Marion County Attorney- AT at 2:09 pm, Jul 01, 2025

Attorney Signature: [signature] Date 7/2/25

Staff Signature: [signature] Date: 712125 Returned: ☑ Department ☐ Admin ☐ _____

Completed

Rev 11/22/2023

MARION COUNTY WATER MAIN EXTENSION CONNECTION AGREEMENT NO: WME-117-S

SECTION 1. REQUEST. Property owner ("Owner") LARSON BROTHERS HOLDINGS LLC whose complete and principal address is 1136 Gatlin Ave, Orlando, FL 32806, hereby requests, through payment of the non-refundable application fee and execution of this Agreement ("Agreement"), that Marion County ("County") connect by extension, and provide service from its central utility system ("System") to its parcel(s) below and as depicted on the map attached herein as "Exhibit 1."

County has the necessary funding in place to extend water main and has elected to only assess Owner its share of the extension obligation to close a loop to improve the System hydraulics. The terms of this Agreement establishing Owner's construction and responsibility for the specified parcel only is exclusive to accommodate a particular set of circumstances and does not set a precedent for any other extension agreements. By entering into this Agreement with County, Owner understands its obligation is to extend the water main line ("Main") and pay its pro rata share ("Share") to County per engineered construction plans after Board approval, and prior to any pending building inspection.

Parcel ID Number	Use (Structure Type)	Number of Units
8009-1212-18	Single Family Residence	one (1)

SECTION 2. BENEFITTING PARCEL(S). Main is proposed to extend past unserved parcel(s), including any future division of said parcel(s) ["Benefitting Parcel(s)"]: 8009-1210-01, 8009-1210-02, 8009-1211-01, 8009-1211-02, 8009-1211-07, 8009-1211-08, 8009-1211-09, 8009-1212-14, 8009-1212-15, 8009-1212-16, 8009-1212-17, 8009-1212-19, 8009-1212-20, 8009-1212-21, 8009-1212-22, 8009-1212-23, 8009-1212-24, 8009-1212-25

County has established its Main construction cost ("Total Cost") as $142,953 using its best available information at the time of this Agreement. Based on the number of total parcels served by the Main in Section 1 and Section 2, **the Share cost for the INITIATING PARCEL and each connected parcel shall be $7,523.84**. County shall collect any Benefitting Parcel Share prior to its connection to the System.

SECTION 3. PERMISSION TO CONNECT. County's execution of this Agreement creates no vested rights and shall not be construed as a guarantee of service capacity until all conditions precedent set forth herein are met. County may permit connections to its System only if it may lawfully do so or would not thereby violate any permit, license, restriction, injunctions, moratorium or denial of permission to connect imposed or issued by any court of competent jurisdiction or by any applicable governmental agency. County agrees to not unreasonably deny connection to its System. County makes no representation or agreement as to the timing of the availability of service in connection with development of the properties described in this Agreement. By entering into this Agreement, Owner acknowledges the stated limits on the permissibility to connect and hereby waives and relinquishes any right, claim, cause of action or other remedy whatsoever against County arising from, or as a result of Owner reasonably being denied connection. Once granted, the ability of Owner to connect provided by this Agreement shall be valid for a period of one (1) year from its recording date. This Agreement is non-transferable. Connection is conditioned upon and may not occur before the receipt from Owner of all necessary governmental permits, licenses, and approvals for, and completion of construction connected to System. Owner agrees to be responsible for constructing the distribution and transmission facilities in accordance with this Agreement. This Agreement may be immediately and unilaterally terminated by the County without penalty for any default of this Agreement, to include: (a) Owner's violation or non-compliance with the provisions of this Agreement; (b) failure of Owner to fully perform any monetary obligation owed to County with regard to County's Utility service to Owner; (c) failure of Owner to comply with any conditions or requirements contained in any permits necessary for the project contemplated herein; (d) misrepresentation of fact in Owner's application; (e) failure to timely establish a new service account as needed; or (e) violation of any governing laws, rules, regulations, or codes.

SECTION 4. ACCEPTANCE BY OWNER. Owner agrees to connect to and to be served by the System for parcel(s) identified in Section 1, to enter into a service agreement for same, and to be bound fully by all applicable laws, rules, regulations, and codes, as well as any conditions and/or requirements of any permits necessary for the project contemplated herein. The party executing this Agreement certifies it is fully authorized to bind Owner and understands the penalties for misrepresentation. Owner shall indemnify, defend, and hold harmless, release, and forever discharge County and its officers, board members, employees, agents, and instrumentalities, from and against any and all fines, suits, claims, demands, penalties, liabilities, costs or expenses, losses settlements, judgments and awards and action of whatever kind or nature arising out of, relating to, or resulting from the performance of this Agreement, including a reasonable attorney's fees and costs (and a reasonable attorney's fee and costs on appeal) and damages (including, but not limited to, actual and consequential damages) arising from any negligent, willful or wrongful misconduct, knowing misrepresentation or breach of this Agreement by Owner, its employees, agents, or subcontractors, to the extent that any such claim, damages, loss, or expenses is caused by any acts or omissions of Owner or anyone directly or indirectly employed by Owner. Nothing in this Agreement shall be construed in any way to alter County's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes. Owner hereby accepts all terms and conditions of this Agreement, and agrees to be bound hereby.

ACCEPTED AND AGREED TO BY OWNER:

OWNER: LARSON BROTHERS HOLDINGS LLC

Signature

Tan Larson 06/19/2025

Printed, Title Date

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF:

WITNESS:

Antonia Tarnavskaya

Antonia Tarnavskaya June 19th 2025

Printed Date

WITNESS:

Printed Date

STATE OF Florida, COUNTY OF orange

The foregoing **Water Main Extension Connection Agreement WME-117-S** was acknowledged before me by means of ☒physical presence or _online notarization this 19 day of June, 2025 by Tan Larson as AMBR/Member for LARSON BROTHERS HOLDINGS LLC who [ ] is personally known to me or [X] produced identification (type/# L625-418 91-3000). FLDL

Notary Public State of Florida
Pamela Wolfgramm
My Commission HH 635135
Expires 3/31/2029

Signature of Notary Public

IN WITNESS WHEREOF, the parties hereto agree to these terms as of the date approved by the County.

MARION COUNTY, FLORIDA,
a political subdivision of the State of Florida

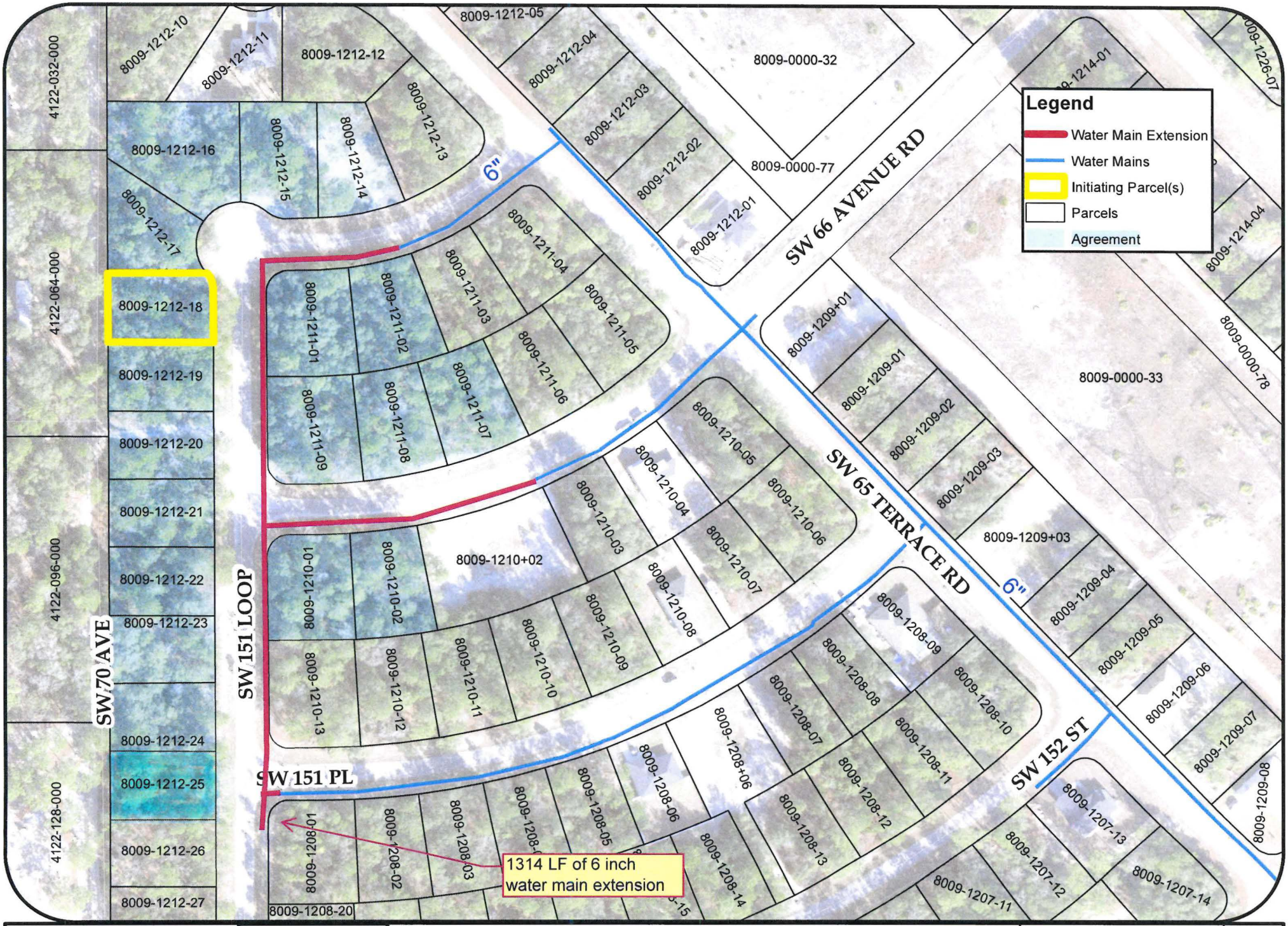
Kathy Bryant, Chairman Date

ATTEST:

Gregory C Harrell, Clerk Date

FOR USE AND RELIANCE BY MARION COUNTY ONLY
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Matthew G. Minter, County Attorney



Marion County Board of County Commissioners Utilities Department	User Name: carrie.hyde Date: 6/18/2025 Reference Scale: 1 " = 142 '	*Water Main Extension* *Exhibit 1 - Location Map*	8009-1212-18 | Marion Oaks WME-117 | Larson Brothers Holdings LLC	*Marion County Utilities* *Water & Sewer Map*

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19680 **Agenda Date:** 8/5/2025 **Agenda No.:** 7.6.7.

SUBJECT:
Request Approval of Water Main Extension Connection Agreement WME-120-O Between VSJ Enterprise, LLC and Marion County Utilities (Budget Impact - Neutral; expenditure of $15,223)

INITIATOR:
Tony Cunningham, P.E., Director

DEPARTMENT:
Utilities

DESCRIPTION/BACKGROUND:
In accordance with Land Development Code section 6.14.2, developers (property owners) are required to connect to public utilities if the property is within connection distance. For a single-family residence, the connection distance is 400 feet from the parcel's closest corner to the public water main. In this case, the property owner is required to connect to the public water main provided by Marion County Utilities (MCU) and install 86 feet of water main across the parcel's frontage to the farthest end of the property. The water main extension will serve the property owner's parcel and create a benefit for one (1) additional parcel along the route. The total project cost is $15,223; the benefitting lot share cost will be collected by MCU only if it is developed before the sunset period of the Agreement.

Total Project Cost	$ 15,223.00	$14,523 construction + $700 design
Per Parcel Cost	$ 7,611.50	Two (2) total parcels served

BUDGET/IMPACT:
Neutral; project cost is $15,223 and construction purchase order includes 10% contingency in accordance with the Procurement Manual. Funding is from ZF448536-563102 with project code UTC000094.

RECOMMENDED ACTION:
Motion to approve and authorize the Chairman and Clerk to execute the Water Main Extension Connection Agreement and authorize staff to issue the purchase order for T&C Underground under 22P-0146.

LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Hyde (Last) Carrie (First) (Dept) Utilities - 7130

(Title) Development Review Supervisor (Phone) 352-307-6168

Signature [signature] Date 6/24/25

The Office of the County Attorney is requested to provide legal assistance as detailed in this legal request and supporting documents (attached).

Request for:
- ☐ New Document
- ☐ Review & Comment
- ☐ RESUBMIT LRM No. _____
- ☑ Approve as to Form
- ☐ Other

Description of Request

Attached for review and approval is a Water Main Extension Connection Agreement, necessary to extend infrastructure to serve initiating and benefitting lots shown on Exhibit 1.

After Legal approval, please return to Utilities; it will be presented at the next possible Board meeting.

WME-120-O / PA# 8006-0677-02 Marion Oaks / VSJ Enterprise LLC

For more information or discussion, contact: ☑ Same as above

(Name) _____ (Last) _____ (First) (Title) _____ (Phone) _____

Agenda Item? ☑ Yes ☐ No Agenda Date: Tuesday, July 15, 2025

Agenda Deadline Date for **Legal:** _____ Agenda Deadline Date for **Admin:** Tuesday, July 1, 2025

Note: Please allow a MINIMUM of 5 working days BEFORE deadlines for LRM to be completed.

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2025-555

Assigned to:
- ☐ Matthew Guy Minter, County Attorney
- ☐ Dana E. Olesky, Chief Asst. County Attorney
- ☑ Thomas Schwartz Asst. County Attorney
- ☐ Valdoston Shealey Asst. County Attorney

Outcome:
- ☑ Approved as to form and legal sufficiency
- ☐ Approved with revisions: ☐ Suggested ☐ Completed
- ☐ Other:

Date Received:

RECEIVED
By Marion County Attorney- AT at 11:13 am, Jun 25, 2025

Attorney Signature: [signature] Date 6/27/25

Staff Signature: [signature] (Completed) Date: 06.27.25 Returned: ☒ Department ☐ Admin ☐ _____

Rev 11/22/2023

MARION COUNTY WATER MAIN EXTENSION CONNECTION AGREEMENT NO: WME-120-O

SECTION 1. REQUEST. Property owner ("Owner") VSJ ENTERPRISE LLC whose complete and principal address is 8431 Via Vittoria Way, Orlando, FL 32819, hereby requests, through payment of the non-refundable application fee and execution of this Agreement ("Agreement"), that Marion County ("County") provide service from its central utility system ("System") to Owner's parcel(s) below and as depicted on the map attached herein as "Exhibit 1." By entering into this Agreement with County, Owner understands its obligation to extend the water main line ("Main") per engineered construction plans is at its sole expense.

Parcel ID Number	Use (Structure Type)	Number of Units
8006-0677-02	Single Family Residence	one (1)

SECTION 2. BENEFITTING PARCEL(S). Main is proposed to extend past unserved parcel(s), including any future division of said parcel(s) ["Benefitting Parcel(s)"] below: 8006-0679-01

Owner agrees that time is of the essence for the whole of this project. Therefore, Parties specifically agree if Main construction does not commence for any reason within ninety (90) days of the full execution of this Agreement, County may unilaterally terminate same without penalty to County. In order to preserve fair market conditions and using best available information at the time of this Agreement, Owner shall select an option below to (a) accept County's bid price of $15,223 for which Owner agrees to be liable for all Work defined in the Main construction plan; authorizing County to bill and collect for same prior to the start of any construction; and authorizing County to coordinate construction pursuant to Owner's permit oversight and processing, or (b) select Owner's preferred contractor to construct Main, providing a copy of its accepted contractor's proposal within 30 calendar days, and at a cost not to exceed County's low bid, and provide for Main construction commencement within 90 calendar days; both schedules relative to the date this Agreement is recorded in the public records of Marion County, Florida. If Owner fails to perform timely, County may cancel this Agreement without penalty, no sooner than 10 calendar days of the issuance date of County's default notice to Owner. A portion of construction costs expended by Owner may be recoverable by Owner if (a) Owner has not defaulted under any monetary obligation owed to County with regard to County's utility service to Owner, and (b) a Benefitting Parcel connects to County's System within a period not to exceed seven (7) years from Main's DEP Clearance date on file with County. If said conditions are met, a Benefitting Parcel Share ("BPS") will be collected by County of any Benefitting Parcel identified in Section 2 prior to connection to its System based either upon a pro-rata share of **County's bid price**, or Owner's preferred contractor's actual price if lower and paid directly to Owner Contractor, and that BPS will be remitted to Owner's address on file, less any delinquent amount owned by Owner to County with regard to County's utility service to Owner. BPS totals $7,611.50 and is based upon [✓] **(a) County's lowest bid** or [ ] (b) Owner Contractor's bid price. If Owner Contractor's cost is lower on its post-construction Bill of Sale than its pre-construction quote, BPS pro-rata rebate will be adjusted lower and this Agreement will be amended to reflect the actual adjusted BPS that MCU will collect and rebate to Owner. Notwithstanding anything to the contrary, Owner shall not be entitled to any reimbursement from the transmission component of applicable County capital charges by virtue of constructing Main. Owner acknowledges by signature of this Agreement that circumstances outside County's control could result in NO REIMBURSEMENT to Owner from any Benefitting Parcel.

SECTION 3. PERMISSION TO CONNECT. County's execution of this Agreement creates no vested rights and shall not be construed as a guarantee of service capacity. County may permit connections to its System only if it may lawfully do so or would not thereby violate any permit, license, restriction, injunctions, moratorium or denial of permission to connect imposed or issued by any court of competent jurisdiction or by any applicable governmental agency. County agrees to not unreasonably deny connection to its System. County makes no other representation or agreement as to the availability of service in connection with development of the properties described in this Agreement. By entering into this Agreement, Owner acknowledges the stated limits on the permissibility to connect and hereby waives and relinquishes any right, claim, cause of action or other remedy whatsoever against County arising from, or as a result of Owner reasonably being denied connection. Once granted, the ability of Owner to connect provided by this Agreement shall be valid for a period of one (1) year from its recording date. This Agreement is non-transferable. Connection is conditioned upon and may not occur before the receipt of all necessary governmental permits, licenses, and approvals

for, and completion of construction connected to System. Owner agrees to be responsible for constructing the distribution and transmission facilities in accordance with this Agreement. This Agreement may be immediately and unilaterally terminated by the County without penalty for any default of this Agreement, to include: (a) Owner's violation or non-compliance with the provisions of this Agreement; (b) failure of Owner to fully perform any monetary obligation owed to County with regard to County's Utility service to Owner; (c) failure of Owner to comply with any conditions or requirements contained in any permits necessary for the project contemplated herein; (d) misrepresentation of fact in Owner's application; (e) failure to timely establish a new service account as needed; or (e) violation of any governing laws, rules, regulations, or codes.

SECTION 4. ACCEPTANCE BY OWNER. Owner agrees to connect to and to be served by the System for parcel(s) identified in Section 1 and to be bound fully by all applicable laws, rules, regulations, and codes, as well as any conditions and/or requirements of any permits necessary for the project contemplated herein. The party executing this Agreement certifies it is fully authorized to bind Owner and understands the penalties for misrepresentation. Owner shall indemnify, defend, and hold harmless, release, and forever discharge County and its officers, board members, employees, agents, and instrumentalities, from and against any and all fines, suits, claims, demands, penalties, liabilities, costs or expenses, losses settlements, judgments and awards and action of whatever kind or nature arising out of, relating to, or resulting from the performance of this Agreement, including a reasonable attorney's fees and costs (and a reasonable attorney's fee and costs on appeal) and damages (including, but not limited to, actual and consequential damages) arising from any negligent, willful or wrongful misconduct, knowing misrepresentation or breach of this Agreement by Owner, its employees, agents, or subcontractors, to the extent that any such claim, damages, loss, or expenses is caused by any acts or omissions of Owner or anyone directly or indirectly employed by Owner. Nothing in this Agreement shall be construed in any way to alter County's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes. Owner hereby accepts all terms and conditions of this Agreement, and agrees to be bound hereby.

ACCEPTED AND AGREED TO BY OWNER:

OWNER: VSJ ENTERPRISE LLC

6/19/2025

Jose A Guerreiro Teles, Manager Date

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF:

WITNESS:

SORAYA AVILA RESENDE 6/19/2025

Printed Date

WITNESS:

6/19/25

Printed Date

STATE OF Florida, COUNTY OF Orange

The foregoing Water Main Extension Connection Agreement WME-120-O was acknowledged before me by means of ☒physical presence or _____online notarization this 19 day of June, 2025 by Jose A Guerreiro Teles as Manager for VSJ ENTERPRISE LLC who is _____personally known to me or produced identification (type/# FL DL).

PEDRO DE PAULA
Notary Public
State of Florida
Comm# HH574479
Expires 7/23/2028

Signature of Notary Public

IN WITNESS WHEREOF, the parties hereto agree to these terms as of the date approved by the County.

MARION COUNTY, FLORIDA,
a political subdivision of the State of Florida

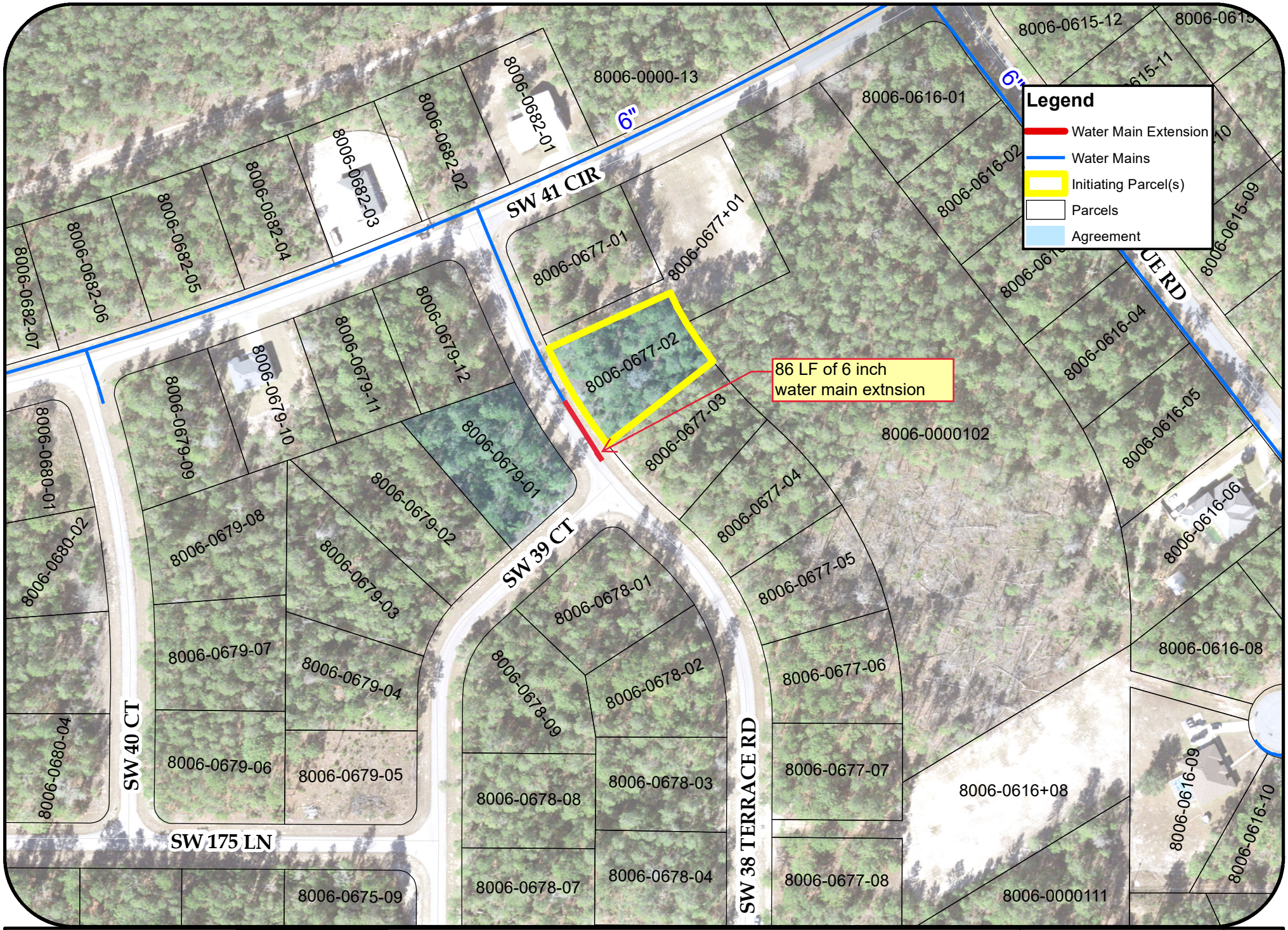
Kathy Bryant, Chairman Date

ATTEST:

Gregory C Harrell, Clerk Date

FOR USE AND RELIANCE BY MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY.

Matthew G. Minter, County Attorney



Marion County Board of County Commissioners Utilities Department	User Name: carrie.hyde Date: 6/18/2025 Reference Scale: 1 " = 161 '	*Water Main Extension* *Exhibit 1 - Location Map*	8006-0677-02 | Marion Oaks WME-120 | VSJ Enterprise LLC	*Marion County Utilities* *Water & Sewer Map*	N W 824

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-20011 **Agenda Date:** 8/5/2025 **Agenda No.:** 8.1.

SUBJECT:
Request for Designation of a County Representative for Dispute Resolution Mediation and Proceedings under Section 70.51, Florida Statutes (Florida Land Use and Environmental Dispute Resolution Act) Initiated by Lake Louise, LLC (Budget Impact - None)

INITIATOR:
Matthew G. Minter, County Attorney

DEPARTMENT:
County Attorney

DESCRIPTION/BACKGROUND:
On May 19, 2025, the Board, by 3-2 vote, denied an application for Planned Unit Development (PUD) Zoning by Lake Louise, LLC, for a 9.48-acre parcel for a 151-unit multi-family development, proximate to a related development within the jurisdiction of the City of Ocala.

Attorney Rob Batsel, Jr., sent a letter to the County on June 27, 2025, requesting the Florida Land Use and Environmental Dispute Resolution Act (FLUEDRA) proceeding. The attorneys have agreed to utilize Attorney Bill Futch to mediate this matter between the parties, and if necessary, conduct the separate dispute resolution hearing.

It will be necessary to have a county representative in addition to the County Attorney for these proceedings, which could be either a Board member or someone from County Administration.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to Designate a County Representative for FLUEDRA proceedings related to Lake Louise, LLC.

W. JAMES GOODING III
ROBERT W. BATSEL, JR.
ROBERT W. BATSEL
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June 27, 2025

The Honorable Kathy Bryant, Chairman
Marion County Board of County Commissioners
601 SE 25th Avenue
Ocala, Florida 34471
Kathy.Bryant@marionfl.org

Mr. Mounir Bouyounes, County Administrator
Marion County Board of County Commissioners
601 SE 25th Avenue
Ocala, Florida 34471
Mounir.Bouyounes@marionfl.org

Mr. Matthew "Guy" Minter, County Attorney
Marion County Board of County Commissioners
601 SE 25th Avenue
Ocala, Florida 34471
Matthew.Minter@marionfl.org

Dear Chairman Bryant, Mr. Bouyounes, and Mr. Minter,

This is a Request for Relief under the Florida Land Use and Environmental Dispute Resolution Act, section 70.51, Florida Statutes ("FLUEDRA"), on behalf of Lake Louise, LLC, a Florida limited liability company (the "Petitioner"), concerning 9.48 acres of real property referenced as Marion County Parcel ID Nos. 3060-007-004 and 3060-004-001, more particularly described in the attached **Exhibit A** (the "Property"). We hope to utilize FLUEDRA to work with the County to resolve perceived issues in a manner that protects the Petitioners' property rights and results in project that is compatible with adjacent uses in the interior of the Urban Growth Boundary and consistent with the County's Comprehensive Plan and Land Development Code.

As described below, the Marion County Board of County Commissioners ("Commission") has unreasonably denied the Petitioner's application to rezone the Property to Planned Unit Development allowing residential density consistent with the underlying Future Land Use designation (the "Rezoning Application"). *See* **Exhibit B**, composed of the Marion County Board of County Commissioners Meeting Agenda materials from May 19, 2025, including the Rezoning Application 250507ZC ("Commission Agenda Materials"); *See also* **Exhibit C** ("Rezoning Development Order"). The instant denial occurred on May 19, 2025 at a public hearing before the County Commission and was later rendered on June 2, 2025 by and through the Rezoning Development Order, which the Petitioner received on June 9. The County's denial of the Rezoning Application constitutes a development order that is both unlawful and unfairly burdens the use of the Property.

Pursuant to section 70.51(6), Florida Statutes, a Request for Relief must contain:

(a) A brief statement of the owner's proposed use of the property;

(b) A summary of the development order or description of the enforcement action. A copy of the development order or the documentation of an enforcement action at issue must be attached to the request;

(c) A brief statement of the impact of the development order or enforcement action on the ability of the owner to achieve the proposed use of the property; and

(d) A certificate of service showing the parties, including the governmental entity, served.

I. **Statement of Owner's Proposed Use of Property.**

The Future Land Use designation for the Property is Urban Residential, which requires a minimum density of eight (8) units per acre and allows for a maximum density of up to sixteen (16) units per acre. The Commission approved an amendment of the Future Land Use designation to Urban Residential in 2022, finding that the designation was appropriate. Policy 2.1.20 of the Marion County Comprehensive Plan Future Land Use Element describes the Urban Residential Future Land Use designation as follows:

> *This land use designation is intended to recognize areas suited primarily for multi-family residential units, but allows for single-family residential units to provide for a mix of various housing types to meet the community needs within the UGB or Urban Area. The density range shall be eight (8) dwelling units to sixteen (16) dwelling units per one (1) gross acre and commercial uses shall be permitted as accessory uses within this land use designation, as further defined in the LDC. This land use designation is an Urban Area land use.*

At all relevant times, the Property has carried a zoning designation of Single-Family Dwelling (R-1). For a host of reasons, the R-1 zoning designation is incompatible with the underlying Urban Residential Future Land Use designation. For example, even if the Petitioner proposed to develop the Property at the maximum allowable intensity in the R-1 zoning district, which provides for a minimum lot area of 7,700 square feet, it would be impossible to comply with the required minimum density of 8 units per acre in the Urban Residential Future Land Use district set forth in the Comprehensive Plan. Thus, it is not feasible to develop the Property with its current Future Land Use and zoning designations.

The Petitioner took the logical next step following approval of the Comprehensive Plan Amendment by subitting the Rezoning Application seeking rezoning to a Planned Unit Development[1] including a maximum of 151 multifamily units (15.9 units per acre), as more particularly described on the PUD Master Plan and subject to the PUD Unit Development Standards within the Rezoning Application package.

At the time of the Planning & Zoning Commission hearing concerning the Rezoning Application, County staff determined that the application package was incomplete due to the Applicant's failure to provide water and sewer concurrency letters from the utility provider, the City of Ocala. Further, staff raised concerns about offsite infrastructure or amenities that would be located within adjacent property located within the municipal boundary of the City of Ocala, which is owned by the Applicant and entitled as a Planned Development subject to Planned Development Standards and a Concurrency Development Agreement Pursuant to Chapter 163, Florida Statutes ("Chapter 163 Concurrency Development Agreement"). The former are included within the Commission Agenda Materials attached as **Exhibit B**, but the 163 Agreement is attached hereto as **Exhibit D**.

The details are beyond the scope of this request, but the central issues for discussion were determined to be the Developer's obligations to provide infrastructure such as stormwater and

[1] The Application was filed prior to the undersigned being involved with the project, but it is my understanding that the PUD was sought at the recommendation of staff together with a warning that the Commission would not look favorably on a "straight" rezoning to a district such as R-3 or R-4.

transportation improvements. Recognizing this reality, the Applicant did everything in its power to ensure the County that such offsite improvements would be constructed and exceed the Applicant's proportionate share contribution.

In summary, the Applicant's team worked with staff[2] to address the issues identified previously and referenced above. Specifically, concurrency letters were provided and the parties worked on modified conditions of approval. In its Staff Report, the County examined the Applicant's Traffic Study and other components of the Rezoning Application, concluding that the rezoning will not adversely affect the public interest after analyzing transportation impacts[3], potable water impacts, sanitary sewer impacts, solid waste impacts, law enforcement, or public schools. Concerning fire rescue and emergency services, it was noted that the rezoning "may" adversely impact such services, but during the hearing it was noted that the Property is adjacent to the City boundary (more appropriately, within an area that akin to an enclave) and would be served by City services pursuant to Interlocal Agreement providing for mutual aid. Prior to the May 19, 2025 Commission meeting, the Staff Report was published. The Staff Summary Recommendation found on Page 5 of the Staff Report stated as follows:

> *Staff recommends Approval with conditions of the applicant's request because it is consistent with LDC Section 2.7.3.E.2, which requires that granting a rezoning will not adversely affect the public interest, that the rezoning is consistent with the Marion County Comprehensive Plan (MCCP), and that the rezoning is compatible with land uses in the surrounding area, and with LDC Section 4.2.31 on Planned Unit Development.* ***The proposed PUD addressed previous issues of missing information crucial to staff analysis and, with the conditions provided, staff believes their concerns have been addressed.***
>
> (Empasis added).

On May 15, prior to the hearing but after the agenda deadline for the May 19 meeting, the undersigned provided correspondence attached hereto as **Exhibit E**, which included requested revisions to staff's proposed conditions of approval. This correspondence was uploaded and included within the record and referenced as follows:

> *Robert Batsel with Gooding & Batsel, PLLC. stepped in as agent of this case at the Planning & Zoning public hearing. Following P&Z, Mr. Batsel was provided with a list of missing items by staff and has attempted to address the missing or incomplete items from the initial PUD submittal. Amendment and addition of conditions was discussed via phone call on Friday May 2nd and are provided in this updated version of the report. Staff has concerns regarding timing, however, a condition has been added requiring the City portion of the project to be developed first.*

As discussed in Section III, below, the main issue discussed during the subject hearing was traffic. During the hearing, the Commission heard testimony concerning the Applicant's Traffic Study, the Chapter 163 Concurrency Development Agreement, the proposed conditions of approval, and the shared belief of the Applicant and County staff that the proposed mitigation addresses (and I would argue exceeds the Applicant's proportionate share of) any actual or perceived impacts. In short, despite a perception that the

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[2] We would like to thank staff for their time and effort devoted to working together to find mutually agreeable solutions during a very busy season and heavy workload.

[3] It is important to note that the Traffic Study contemplated 198 units and found that the project caused no deficiencies in the affected area. Thereafter, the Rezoning Application was reduced to 151 residential units, further reducing any potential impacts. Marion County Senior Engineer, Don Watson, appeared at the hearing and provided testimony that there were no deficiencies identified.

affected transportation infrastructure is failing or deficient, the data demonstrates otherwise but, regardless of any disagreement on this front, all experts agree that the proposed mitigation presents an improvement.[4]

Within the Staff Report and during the hearing, there was no competent, substantial evidence presented supporting a conclusion that the rezoning would adversely impact the public interest.

II. **Summary of the Development Order.**

On May 19, 2025, the Marion County Board of County Commissioners voted 3-2 to deny the Rezoning Application, citing concerns that the rezoning would adversely affect the public interest. On June 2, 2025, Deputy Director of Marion County Growth Services, Ken Weyrauch, mailed the Rezoning Development Order notifying the Applicant of such denial, a copy of which is attached hereto as **Exhibit C**. Petitioner received the Rezoning Development Order on June 9. The County's denial of the Rezoning Application constitutes denial of a "Development Order" as defined in Section 70.51(2)(a) of the Florida Statutes. Petitioner is entitled to alternative dispute resolution under the provisions of FLUEDRA.

III. **Case-Specific Considerations.**

Within a typical request of this nature, the Applicant would set forth legal arguments asserting that the Rezoning Development Order will not survive certiorari review, that it creates a claim pursuant to the Bert J. Harris Private Property Rights Protection Act, and that it creates a claim pursuant to 42 U.S.C. Section 1983, Equal Protection, or other causes of action. While reserving these legal arguments, we would like to first address the unique nature of this case, which we believe is uniquely well-positioned for a FLUEDRA dispute resolution process yielding a win for the County, the City, the Applicant, and the public in the form of a settlement agreement that solidifies a global solution to the perceived issues.

As referenced above, the primary issue discussed at the hearing concerned traffic impacts. While I cannot speak for the County Engineer or Planning & Zoning staff, I believe we are all prepared to agree upon solutions that can be easily reduced to a written agreement. It seemed to me that confusion about the process and substance of the transportation improvements, rather than the Petitioner's willingness to perform, was the primary basis for denial. As evidenced by the existing Chapter 163 Concurrency Development Agreement and the Petitioner's willingness to accept the conditions presented by the Office of the County Engineer upon review of the Traffic Study, this Petitioner is working in good faith to go above and beyond, partnering with the County. I remain confident that we can overcome the outstanding issues and find a reasonable solution.

IV. Statement of the Impact of the Development Order.

A. The denial of the Rezoning Application prevents the Owner from developing the Property in any way that would be consistent with the Comprehensive Plan or as multi-family units as proposed in the PUD Master Plan.

B. By virtue of the denial of the Rezoning Application, Petitioner is unable to achieve its proposed use of the Property.

C. The denial of the Rezoning Application was unreasonable and unfairly burdens the use of the Property.

[4] Please note that the Applicant agreed to accept staff's proposed condition #12 concerning construction of the southbound left turn lane into the northern full access driveway during the course of the hearing, which deviated from the request in the Petitioner's proposed conditions of approval.

V. Petitioner's Request. Petitioner respectfully requests:

A. County afford petitioner the opportunity for dispute resolution pursuant to FLUEDRA.

B. County forward this request to a Special Magistrate who is mutually agreed upon by County and Petitioner, within ten (10) days after County's receipt of this Request.[5]

C. County provide Petitioner a hearing under the provisions of Section 70.51(17), Florida Statutes.

D. If the parties are unable to resolve their dispute, the Special Magistrate enter his findings that the denial of the Rezoning Application was unreasonable and unfairly burdens the use of the Property, and recommend that the County approve the PUD rezoning as requested by the Rezoning Application.

VI. **Certificate of Service.**

I hereby certify that the original of the foregoing was served by email (with the consent of the County Attorney to accept electronic service) to Kathy Bryant, Chairman of the Board of Commissioners of Marion County, Florida, 601 S.E. 25th Ave., Ocala, Florida 34471, (Kathy.Bryant@marionfl.org) and that a copy of the foregoing has been served by email to Mounir Bouyounes, PE, Marion County Administrator, 601 S.E. 25th Ave., Ocala, Florida 34471 (Mounir.Bouyounes@marionfl.org), and to Matthew "Guy" Minter, Esquire, Marion County Attorney, 601 S.E. 25th Ave., Ocala, Florida 34471 (Matthew.Minter@marionfl.org), this June 27, 2025.

GOODING & BATSEL, PLLC

/s/Robert W. Batsel, Jr.
Robert W. Batsel, Jr., Esquire
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Attorney for Petitioner

cc: **Marion County Board of County Commissioners**
The Honorable Craig Curry, craig.curry@marionfl.org
The Honorable Matthew McClain, matthew.mcclain@marionfl.org
The Honorable Michelle Stone, michelle.stone@marionfl.org
The Honorable Carl Zalak, carl.zalak@marionfl.org
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Mr. Steven Cohoon, steven.cohoon@marionfl.org

[5] Upon delivery of this request, I have emailed Mr. Minter to begin correspondence to identify Special Magistrate candidates.

Mr. Don Watson, donald.watson@marionfl.org

Applicant
Mr. John Rudnianyn, john@ipsocala.com
Mr. Steve Rudnianyn, sr@ipsocala.com
Mr. Todd Rudnianyn, toddr@neighborhoodstorage.com
Ms. Rachel Perez, rachel@ipsocala.com
Ms. Amber Gartner, amber.gartner@kimley-horn.com
Mr. Gene Losito, gene.losito@kimley-horn.com
Mr. Nathan Dodge, nathan.dodge@kimley-horn.com

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Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19824 **Agenda Date:** 8/5/2025 **Agenda No.:** 9.1.

SUBJECT:
Request Approval of Marion County's State Legislative Priorities for the 2026 Legislative Session

INITIATOR:
Matthew R. Cretul, Sr., Legislative Manager

DEPARTMENT:
Administration

DESCRIPTION/BACKGROUND:
A list of the proposed state-level appropriation requests, as well as proposed statewide and local priorities is presented for board approval. If approved, the statewide priorities will be submitted to the Florida Association of Counties for consideration.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Board consideration and approval of proposed legislative priorities as presented

Marion County's Potential 2026 State Legislative Priorities

Section I. Appropriations Requests

1) Funding the Lowell Municipal Drinking Water Project
2) Funding for roadway construction on the Marion Oaks Manor Extension Project
3) Funding for returning swimming to Silver Springs
4) Funding for the Florida Department of Health – Marion's Belleview Clinic
5) Funding for improvements to the Bradford-Ma Barker House

Section II. Legislative Language Change Requests

1) Marion County requests legislation exempting funds set aside for the completion of inspections on issued permits from Florida Building Code carryforward fund limits
2) Marion County requests legislation raising the CCNA continuing contract study cap for professional services from $500,000 to $1 million
3) Marion County requests legislation related to special assessments on agriculturally-zoned land
4) Marion County requests legislation that expressly permits public safety equipment that requires a lease agreement to be classified as infrastructure

Section III. Marion County – Supported Local Priorities

1) Support the project that will allow swimming once again at Silver Springs
2) Continued support for funding Septic to Sewer programs
3) Coordinate state and local efforts to provide effective natural resource management to Silver Glen Springs & Rainbow River

Section IV. Marion County – Supported Organizations

1) Continued support for the mission of the Ft. King Heritage Foundation
2) Continued support for the mission of Marion Senior Services
3) Support the Marion County Honor Guard and other veterans' organizations
4) Support the 5th Judicial Circuit's request related to additional magistrates operating in Marion County

Section I. Appropriations Requests

1) Funding the Lowell Municipal Drinking Water Project

Description/Background:

The Lowell area, located in northern Marion County, includes multiple state-run facilities, including the Florida State Fire College. The area is not attached to municipal services at this time. Instead, residents rely on wells to provide them with drinking water. It has also been identified as having soil contamination above FDEP's provisional cleanup target levels. Marion County has developed a concept plan to extend a centralized potable water system into the Lowell area, which would provide clean drinking water to the citizens within the region, including the State Fire College and any other state-run facilities in the vicinity. Marion County received $3.5 million in state appropriations during the 2024 legislative session and an additional $1 million from the 2025 session, which will be used for construction costs. Further, the county secured $1.25 million in principal forgiveness funding through the State Revolving Fund. Those funds will be used for the planning & design portions of later phases of the project.

The proposed 12-inch water line extension is approximately 35,513 feet or 6.73 miles in length, with valves, fire hydrants, and a water booster station included, with the goal of extending a centralized potable water system into the Lowell community. This would provide clean drinking water to the residents and state-run facilities within the area, including the Florida State Fire College.

Request: *Marion County is requesting* $2,500,000 *for construction costs.*

2) Funding for roadway improvements on the Marion Oaks Manor Extension Project

Description/Background:

The Marion Oaks Manor Extension project involves extending the road from SW 49th Avenue to CR 475, which includes the construction of a flyover bridge over Interstate 75 (I-75). This flyover will provide a critical new route for residents south of Highway 484, offering a safe and efficient way to cross I-75. The extension of Marion Oaks Manor will also include widening the road to four lanes, addressing future traffic congestion based on projected growth in the area. The widened roadway will improve traffic flow, reduce bottlenecks, and enhance overall safety.

The project will include necessary upgrades to intersections, traffic signals, and signage to improve traffic efficiency and ensure the smooth operation of the newly widened road. In addition to the roadwork, the project will implement a stormwater management system that meets environmental standards, ensuring proper drainage and preventing flooding. Environmental assessments will be conducted to comply with all regulations, and any required mitigation measures will be put in place.

Right-of-way acquisition and utility relocations will be necessary along the project corridor to accommodate the road extension and bridge construction. Public outreach will be a key element, ensuring that local residents, businesses, and commuters are kept informed throughout the project's duration. The flyover bridge and widened road will not only provide an alternative route for crossing I-

75 but also alleviate congestion and improve the overall quality of transportation for the growing community.

Requests: *Marion County is requesting $2,000,000 for right-of-way acquisition, planning & engineering, and construction costs associated with the project.*

3) Funding for project construction costs related to returning swimming to Silver Springs

Description/Background:

In 2013, the Florida Park Service took control and assumed management of Silver Springs, merging it with the adjacent Silver River State Park, forming Silver Springs State Park. In 2014 the state's Unit Management Plan (UMP) for Silver Springs State Park included creating a public swimming area at the headsprings and the construction of a mooring/convenience dock downriver from the headsprings.

In 2016, Wild Waters Waterpark was closed, and the infrastructure of the park was removed in 2019. Since the state gained ownership of the park almost a decade ago, a host of improvements have been discussed and planned; however, few have come to fruition as the projects, including reopening swimming at the springs, have been mired in bureaucratic processes. Marion County has coordinated with DEP and Silver Springs State Park leadership in an effort to move the project forward. After consultation with stakeholders, the project designed to return swimming to Silver Springs would benefit from $2.5 million put towards construction costs on the project.

Action: *Marion County is requesting $2,500,000 for costs associated with project construction.*

4) Funding for the Florida Department of Health – Marion's Belleview Clinic

Description/Background:

The current modular building FDOH-Marion utilizes for its Belleview clinic is 25+ years old and is well past its expected life cycle. This project is to construct a new site-built health facility on the existing property to replace the aging modular building currently in use. Marion County's Facilities Management has replaced all the HVAC units once and will need to replace them again in the next 2 – 3 years. The roof has been replaced, as well as all the floor decking. Over the years, they have also repaired and replaced many sections of the access ramps and steps leading into the facility.

The current structural condition of the facility is in fair to poor condition, and there are minimal possibilities to remodel the building to make it more compatible with current health care facility functions. The new facility will be a modern site-built facility that is designed to provide health care services to the residents of southeastern Marion County. It will be designed to withstand 140 MPH wind loads to allow it to withstand hurricane-force winds and be operational after such an event to aid in the recovery efforts. The project is currently in design, and DOH-Marion & Marion County have allocated $433,920 for design of the new facility.

Request: *Marion County is requesting $4,000,000 for the construction of a new FDOH-Marion clinic in Belleview*

5) Funding for improvements on the Bradford-Ma Barker House

Description/Background:

The Bradford-Ma Barker house is located in the Carney Island Recreation and Conservation Area. The home is famous for being the location of the longest gun battle in FBI history. The home was originally located on property owned by Carson Bradford, who bought the real estate in Ocklawaha in 1892. His son, living in Miami, built the house in 1930. It is a two-story Florida cracker-style home with three bedrooms and two baths, with a total of 2,100 square feet. The home was quiet, nestled back from the street with a view of Lake Weir, the fifth largest lake in Florida. The Bradford family built the home as a weekend and summer retreat from Miami.

Carson Bradford had never rented his house on Lake Weir when in late 1934, he got a surprisingly generous offer from a representative of Mrs. T.C. "Kate" Blackburn, describing her as "a sweet little old lady" who was looking for an out-of-the-way cottage to spend some quality time with her sons. They needed a place to rest and recoup away from the cold Northern winter. Bradford said the house wasn't for rent. Not willing to accept no for an answer, the rent offer went up with an offer to pay cash in advance for the entire season. "It is the only time the house was ever rented," says Carson Good, Bradford's great-grandson.

Two months later, the Bradford house was riddled with bullets and was (and still is) the scene of the longest FBI shoot-out in history. Only when the shooting was over did Bradford learn the true identity of his tenants. He had inadvertently rented to the notorious gangster, Ma Barker, and her son Fred. It was the FBI they were fleeing, who had zeroed in on them as Public Enemy #1 after the FBI caught and or killed John Dillinger, followed by Al Capone, and Pretty Boy Floyd. The Barker-Karpis gang knew Hoover was coming for them next, so finding the hideout overlooking Lake Weir was a smart move at that time.

The property was sold in 2016, and the new owners did not want to preserve the house. It was to be torn down or moved. Marion County officials decided to preserve the house, accepted it as a gift, and moved it on a barge to its present location across Lake Weir in October of 2016 to its new home at Carney Island Recreation and Conservation Area, a county-owned park, at a cost of over $252,000. The county has funded further design and construction repairs on the house as well, including a new porch at a cost of over $63,000. The project received an appropriation from the state legislature in 2025 for $237,000. The vision is for the public to enjoy maximum access to one of the most famous houses in America. Marion County intends to recreate the setting by opening the house to the public and providing abundant exhibits to interpret the history of the house, what happened during the shootout, and how it effectively ended a history of organized crime and gangs in the country.

Funds would be used for infrastructure, permitting, and site preparation for additional buildings, including an interpretive center to comply with ADA requirements. Improvements include stormwater facilities, tree clearing as needed, and conduit for electrical work, amongst other improvements.

Action: *Marion County is requesting $500,000 for infrastructure improvements to the Ma Barker House*

Section II. Legislative Language Change Requests

1) Marion County requests legislation exempting funds set aside for the completion of inspections on issued permits from Florida Building Code carryforward fund limits

Description/Background:

In 2019, Legislation was passed stating, "A local government may not carry forward an amount exceeding the average of its operating budget for enforcing the Florida Building Code for the previous 4 fiscal years." This portion of the bill does not account for unexpended funds (liabilities) a local government holds for the completion of inspections on permits issued beyond the fiscal year, i.e., if a permit takes multiple years to have all inspections completed. To rebate and reduce building permit fees in cases such as this place local governments in a precarious position of having to use funds associated with open permits to complete inspections. This dollar amount can be significant and has rapidly grown in the last two years because of the upward economy. It is important to clarify that this amount can also be carried forward beyond just the average of the operating budget for the previous 4 fiscal years.

Action: *Marion County is requesting support to modify Florida Statute 553.80(7)(a) to clarify the county's ability to carry forward funds associated with outstanding inspections at their discretion.*

Florida Statutes 553.80 Building Construction Standards - Enforcement

(7)(a) The governing bodies of local governments may provide a schedule of reasonable fees, as authorized by s. 125.56(2) or s. 166.222 and this section, for enforcing this part. These fees, and any fines or investment earnings related to the fees, shall be used solely for carrying out the local government's responsibilities in enforcing the Florida Building Code. When providing a schedule of reasonable fees, the total estimated annual revenue derived from fees, and the fines and investment earnings related to the fees, may not exceed the total estimated annual costs of allowable activities. Any unexpended balances shall be carried forward to future years for allowable activities or shall be refunded at the discretion of the local government. A local government may not carry forward an amount exceeding the average of its operating budget for enforcing the Florida Building Code for the previous 4 fiscal years. For purposes of this subsection, the term "operating budget" does not include

reserve amounts nor funds set aside for the completion of inspections on issued permits. Any amount exceeding this limit must be used as authorized in subparagraph 2. However, a local government that established, as of January 1, 2019, a Building Inspections Fund Advisory Board consisting of five members from the construction stakeholder community and carries an unexpended balance in excess of the average of its operating budget for the previous 4 fiscal years may continue to carry such excess funds forward upon the recommendation of the advisory board. The basis for a fee structure for allowable activities shall relate to the level of service provided by the local government and shall include consideration for refunding fees due to reduced services based on services provided as prescribed by s. 553.791, but not provided by the local government. Fees charged shall be consistently applied.

(Ord. No. 16-34, § 1, 10-4-2016)

2) Marion County requests legislation raising the CCNA continuing contract study cap from $500,000 to $1 million

Description/Background:

Florida Statutes relating to CCNA (Competitive Consultant's Negotiation Act) are our largest obstacle in the county-level procurement process. CCNA relates to Architects, Engineers, Mappers, etc. The restrictions set by the State regarding CCNA prohibit the county from bidding these types of services against each other, and also prohibit the County from asking for the price of a project upfront and require the County to shortlist for interviews/presentations. If these restrictions were lifted it would enable the County to receive better pricing for consultants of this nature as we would be able to bid them against each other. CCNA process takes approximately 3 months to go through; by reducing the restrictions we could shorten the time frame it takes to obtain these consultants thereby saving time for our taxpayers on projects they are waiting on (i.e. road construction, designs for all construction projects, etc.). While we are certainly able to meet and fulfill the requirements of CCNA through our solicitation process; it would be a great benefit to have these small changes made or even revert back to the Brooks Act (Federal Law) governing procurement would be better than following the much stricter Florida Statutes. Additionally, the cap for continuing contracts was raised during the 2024 legislative session from $4 million to $7.5 million with an annual CPI increase. However, the continuing contract study activity cap was not raised. This request would bring the study cap more in line with the continuing contract threshold.

Action: *Support legislation that would amend 287.055(2)(g)b F.S. that raises continuing contract study activity thresholds to $1 million for professional services.*

287.055 Acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services; definitions; procedures; contingent fees prohibited; –

b. Study activity if the fee for professional services for each individual study under the contract does not exceed ~~$500,000~~ $1 million; or for
c. Work of a specified nature as outlined in the contract required by the agency, with the contract being for a fixed term or with no time limitation, except that the contract must provide a termination clause.
2. Firms providing professional services under continuing contracts may not be required to bid against one another.

3) Marion County requests legislation related to special assessments on agriculturally-zoned land

Description/Background:

In Marion County, we're committed to improving local infrastructure while keeping taxes low. One of the key tools we use to fund these improvements is the Municipal Services Benefit Unit (MSBU). MSBUs allow neighborhoods to fund roadway and infrastructure upgrades through either resident petitions or a Pavement Condition Index (PCI)—a process where costs are assessed without a petition due to poor road conditions. These programs have been essential to maintaining and enhancing neighborhood services such as road paving, street lighting, stormwater drainage, and infrastructure. This is especially

important in Marion County, where many subdivisions are still located on unpaved, dirt roads and rely on these programs as their only realistic path to improvement.

However, a recent change in state law is significantly altering how we can move forward with these types of projects. In 2023, the Florida Legislature passed HB 7063, updating Section 125.01(1)(r) of the Florida Statutes. The revised law now requires that all special assessments must provide a direct, measurable, and proportionate benefit to each individual property being assessed. That means vacant properties or those with an agricultural exemption (classified as "08") can no longer be included in the cost, even if they're located within the neighborhood receiving the improvements. In addition, the law prohibits local governments from redistributing the unpaid share of those parcels to other property owners. This restriction makes it extremely difficult to move forward with improvement projects in areas where a significant number of parcels cannot legally be assessed.

For fast-growing counties like Marion, this presents a serious funding challenge. It limits our ability to respond to community needs and puts increased pressure on the general fund and other already-stretched resources. Even more importantly, it places an unfair burden on homeowners who want to see their roads improved, but find themselves stuck because surrounding properties are ineligible to contribute. This change leaves many neighborhoods without a clear or viable path forward for essential upgrades.

Action: *Support legislation to amend Section 125.01(1)(r), Florida Statutes, to provide greater flexibility for levying special assessments on agricultural-zoned or exempt land.*

125.01 Powers and duties. —

~~1.~~ Notwithstanding any other provision of law, a county may not levy special assessments for the provision of fire protection services on lands classified as agricultural lands under s. 193.461 unless the ~~revenue from such assessments has been pledged for debt service and is necessary to meet obligations of bonds or certificates issued by the county which remain outstanding on July 1, 2023, including refundings thereof for debt service savings where the maturity of the debt is not extended. For bonds or certificates issued after July 1, 2023, special assessments securing such bonds may not be levied on lands classified as agricultural under s. 193.461.~~

~~2. The provisions of subparagraph 1. do not apply to residential structures and their curtilage~~ land contains a residential dwelling or nonresidential farm building, with the exception of an agricultural pole barn, provided the nonresidential farm building exceeds a just value of $10,000. Such special assessments must be based solely on the special benefit accruing to that portion of the land consisting of the residential dwelling and curtilage, and qualifying nonresidential farm buildings. As used in this paragraph, the term "agricultural pole barn" means a nonresidential farm building in which 70 percent or more of the perimeter walls are permanently open and allow free ingress and egress.

4) Marion County requests legislation that expressly permits public safety equipment that requires a lease agreement to be classified as infrastructure

Description/Background:

Currently, Florida statute prohibits the use of discretionary sales surtax funds (Section 212.055(2), Florida Statutes) for leased equipment, as such expenditures are classified as recurring rather than capital. This prevents counties from using one of their most important revenue sources for public safety to support the acquisition of critical law enforcement tools, as law enforcement agencies that use conducted energy weapons (tasers) face a sole-source vendor that provides these devices exclusively through long-term lease agreements, with no option for outright purchase.

These arrangements leave public safety agencies with no competitive alternatives, no leverage in pricing, and a long-term obligation to absorb escalating recurring costs. Without the ability to solicit competitive bids or consider capital purchases, counties are locked into inflexible contracts that place a growing burden on local budgets, especially in fast-growing or rural communities with limited revenue options.

Action: *Support legislation that would amend 212.055 (2)(d)1. b. F.S. to include leased public safety equipment to qualify for inclusion in discretionary sales tax spending.*

212.055 (2)(d)1.b.

b. A fire department vehicle, an emergency medical service vehicle, a sheriff's office vehicle, a police department vehicle, or any other vehicle, and the equipment necessary to outfit the vehicle for its official use or equipment that has a life expectancy of at least 5 years, including public safety equipment where a lease agreement is the only means of procurement and no purchasing option exists.

Section III. Marion County – Supported Local Priorities

1) Allowing swimming once again at Silver Springs

Description/Background:

In 2013, the Florida Park Service took control and assumed management of Silver Springs, merging it with the adjacent Silver River State Park, forming Silver Springs State Park. In 2014, the state's Unit Management Plan (UMP) for Silver Springs State Park included creating a public swimming area at the headsprings and the construction of a mooring/convenience dock downriver from the headsprings.

In 2016, Wild Waters Waterpark was closed, and the infrastructure of the park was removed in 2019. Since the state gained ownership of the park almost a decade ago, a host of improvements have been discussed and planned; however, few have come to fruition as the projects, including reopening swimming at the springs, have been mired in bureaucratic processes.

The Marion County Board of County Commissioners, its citizens, and its legislative delegation strongly believe that opening the headsprings to swimming, increasing opportunities for access to the park specifically from Silver River, and increasing the opportunities for public/private partnerships within the park will be key components in the revitalization of the Silver Springs community.

Action: *Coordinate with state agencies and delegation members to resolve issues that are delaying the process.*

2) Continued support for funding septic-to-sewer conversion programs

Description/Background:

In 2016, the Florida Legislature passed SB 552 and the Florida Springs and Aquifer Protection Act (part VIII of chapter 373, Florida Statutes) to protect our water resources in Florida. The policy calls for a Basin Management Action Plan (BMAP), which is a comprehensive set of site-specific strategies to reduce or eliminate pollutant loadings and restore particular waterbodies to health. A specific part of this policy is the septic-to-sewer conversion requirement that would help to reduce the Total Maximum Daily Load (TMDL) into the spring shed through the reduction of nitrogen pollution released into the Upper Floridian Aquifer (UFA).

To achieve this, Marion County proposed a program to fund septic to central sewer projects, package plants to central sewer projects, and enhanced septic tanks within the Primary Focus Area (PFA) utilizing a match funding within the program at a 50/50 rate; other funds and in-kind services secured by the County to advance the BMAP initiatives. The septic-to-sewer project will bolster the State's (SJRWMD's, SWFWMD's, and FDEP's) goal of reducing nutrients by eliminating decentralized wastewater systems and on-site sewage treatment and disposal systems (OSTDS), which will result in a reduction of nutrient loading to groundwater and the springs. By decreasing nutrient loading, the County can decrease the potential of algal blooms and eutrophication.

Action: *Marion County will continue to implement the developed septic-to-sewer plan through the ongoing Wastewater Feasibility Study with the ultimate goal of reducing the nutrient levels within the Silver Springs and Rainbow Springs BMAP. This will include the reduction of septic tanks and independent package plants through the installation of central wastewater collection systems.*

3) Coordinate state and local efforts to provide effective natural resource management to Silver Glen Springs and the Rainbow River

Description/Background:

Silver Glen Springs originates in Marion County and flows via Silver Glen Run into Lake George, which falls into Volusia and Lake Counties. Further, eight agencies provide oversight of the area, and coordination between the agencies would be beneficial to the continued responsible enjoyment of one of Marion County's greatest natural resources.

Action: *Support coordination between local, state, and federal agencies to ensure consistency in monitoring, enforcement, and the protection of Silver Glen Springs and the Rainbow River*

Section IV. Marion County – Supported Organizations

1) Continued support for the mission of the Ft. King Heritage Foundation

Description/Background:

The Foundation plays a key role in developing the vision and oversight of the Landmark, with much of the success being attributed to the partnership between it, Marion County, and the City of Ocala. This public-private partnership serves as a shining example of how such partnerships can work together to deliver an excellent experience to both our citizens and the out-of-town visitors who frequent the fort.

Marion County passionately supports the unified vision crafted by the County/City/Foundation partnership for Fort King. We also support the request for funding for the vision to become a reality. With the completion of this phase, Fort King will no doubt become a major destination for tourists. There is no other facility in Florida that will provide such excellent interpretative and educational opportunities for visitors to learn about Fort King, the Seminole Wars, and the early years of Ocala/Marion County.

Action: *Provide the Ft. King Heritage Foundation with any correspondence or other support as needed.*

2) Continued support for Marion Senior Services and its programs

Description/Background:

Marion Senior Services is a nonprofit, charitable social agency providing supportive care services to elderly, disabled, and disadvantaged residents of our county. They help seniors remain living in their own homes independently as long as possible by providing them meals, transit, and in-home support. A variety of public, private, and donor funding enables them to provide services to most people in need, regardless of their ability to pay. Services are provided on a sliding fee basis from no cost to full pay. Marion County supports MSS and its programs, such as the Elder Co-Responder program, a first of its kind in the state designed to identify 911 calls to a residence where someone may have dementia.

Action: *Provide Marion Senior Services with any correspondence or other support as needed.*

3) Support Marion County Memorial Honor Guard and other veterans' organizations

Description/Background:

As a war veterans' organization, the Marion County Memorial Honor Guard provides ceremonial funeral honors and assistance to all military veterans and their families during their time of need, as well as any patriotic services when requested. It promotes Americanism, dignity, and respect for the USA's warriors by upholding the utmost professionalism and integrity through its conduct and image at all times. With the responsibility bestowed upon them, they will never forget that it is the Veteran who commands the dignity we protect.

The Marion County Memorial Honor Guard was formed shortly after 9/11. It officially started as a Florida Non-Profit Corporation on September 23, 2002. The IRS approved it in 2003 as a 501(c)(19) war veterans' organization which provides tax-exempt status for the Memorial Honor Guard and allows all donations and contributions to be deductible under IRC 170(c)(3). They have no employees. They provide their services free of charge to central Florida and have traveled as far as 800 miles to provide

veteran memorial services at Arlington Memorial Cemetery in Arlington, VA. Tax-deductible donations and honorariums are their only source of funds.

Action: *Provide Marion County Memorial Honor Guard and other veterans' organizations with any correspondence or other support as needed.*

Support the 5th Judicial Circuit's request related to additional magistrates operating in Marion County

Description/Background:

Marion County's rapid population growth is placing significant strain on the local justice system, with increasing caseloads in family, civil, and juvenile matters. While the addition of full circuit judges is a longer-term, state-funded solution, the appointment of additional magistrates offers a more immediate and cost-effective way to reduce pressure on the courts. Although magistrates can receive some local support, their primary funding comes from the state, and assignments are made based on overall county-level needs across the state. As a result, Marion County supports expanded state-level funding for magistrates but strongly advocates that any new positions added be assigned to serve within Marion County, where the demand is especially acute.

Action: *Provide the 5th Judicial Circuit with any correspondence or other support as needed.*

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19922 **Agenda Date:** 8/5/2025 **Agenda No.:** 13.2.1.

SUBJECT:
Present Commission Calendar

INITIATOR:
Jennifer Clark, Executive Assistant

DEPARTMENT:
Commission Office

DESCRIPTION/BACKGROUND:
See attached.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
None, for information only.

Marion County
Board of County Commissioners

601 SE 25th Ave.
Ocala, FL 34471
Phone: 352-438-2300
Fax: 352-438-2324

The Marion County Board of County Commissioners has scheduled the following public hearings, meetings and workshops. All meetings are held in the McPherson Governmental Campus Auditorium, 601 SE 25th Ave., Ocala, unless otherwise stated and are open to the public, excluding those specified as closed sessions.

COMMISSION WORKSHOPS AND MEETINGS

Date time	Meeting type	Meeting description
Aug 5 9:00 a.m.	Commission Meeting	Regularly scheduled for the first and third Tuesday of every month.
Aug 5 10:00 a.m.*	Public Hearing	for Final Public Comment on the FY 2025-2026 Annual Action Plan for Community Development Block Grant (CDBG), HOME Investment Partnerships (HOME) Program and Emergency Solutions Grant (ESG)
Aug 6 1:00 p.m.	Public Hearing	To Consider East Lake/Woodmar Road Improvement Project
Aug 13 9:00 a.m.	Public Hearing	To Consider an Ordinance to Amend the Marion County Land Development Code
Aug 18 1:30 p.m.	Commission Meeting (Planning & Zoning)	Scheduled for the third Monday of every month.
Aug 19 9:00 a.m.	Commission Meeting	Regularly scheduled for the first and third Tuesday of every month.
Aug 19 10:00 a.m.*	Public Hearing	Continuation - 250406ZC - Gary W. Smallridge and 4 C Family Trust, LLC, Zoning Change from General Agriculture (A-1) to Light Industrial (M-1), 30.21 Acre Tract, Parcel Account Numbers 41520-001-04 and 41520-101-04, No Addresses Assigned.
Aug 19 10:00 a.m.*	Public Hearing	For Consideration of a Road Closure Petition Associated with the Revised Map of Goodwins Additions Stanton, closing a portion of High Street (SE 141st Terrace) and Rapello Avenue located in Section 21, Township 17, Range 24
Aug 19 2:00 p.m.	Commission Meeting (Planning & Zoning)	Regularly scheduled for the third Tuesday of every month

Marion County
Board of County Commissioners

601 SE 25th Ave.
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Date time	Meeting type	Meeting description
Sept 3 9:00 a.m.	Commission Meeting	Regularly scheduled for the first and third Tuesday of every month. ***Moved to Wednesday for Labor Day holiday***
Sept 3 1:50 p.m.	Commission Meeting	To convene a meeting of the Marion County Community Redevelopment Agency
Sept 3 5:30 p.m.	Public Hearing	To Consider an Ordinance to Amend the Marion County Land Development Code

***Or as soon thereafter as possible.** **08/05/25**

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19758 **Agenda Date:** 8/5/2025 **Agenda No.:** 14.1.1.

SUBJECT:
Present Solid Waste Monthly Operations Report for June 2025

INITIATOR:
Mark Johnson, Director

DEPARTMENT:
Solid Waste

DESCRIPTION/BACKGROUND:
Solid Waste Monthly Operations Report for June 2025.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
For informational purposes only.

June 2025

Solid Waste Monthly Update



Airspace

Airspace Consumption and Remaining Totals:

Lifetime Consumed Airspace (Tons)	1,047,065.19	Actual % Airspace Consumed	39.66%
Actual Airspace Remaining (Tons)	**1,592,934.81**	**Actual % Airspace Remaining**	**60.34%**

Airspace Consumption by Fiscal Year (Tons):

Fiscal Year	Total YTD Tons Consumed	Year Over Year % Change	Months	Average Tons/Month	Average Monthly % Change
FY 18-19 **Continuing to landfill a portion of waste at Baseline Landfill*	22,009.50	No prior year data	4	5,502.38	No prior year data
FY 19-20 **Continuing to landfill a portion of waste at Baseline Landfill*	142,774.30	548.69%	12	11,897.86	53.75%
FY 20-21 **First year hauling 100% of waste to Heart of Florida*	170,514.65	19.43%	12	14,209.55	16.27%
FY 21-22	173,941.93	2.01%	12	14,495.16	1.97%
FY 22-23	186,937.74	7.47%	12	15,578.15	6.95%
FY 23-24	200,852.94	7.44%	12	16,737.75	6.93%
FY 24-25	**150,034.13**		**9**	**16,670.46**	**-0.40%**

Month Comparison (Tons):

Month	FY 18-19	FY 19-20	FY 20-21	FY 21-22	FY 22-23	FY 23-24	**FY24-25**
June	1,518.43	14,153.34	14,925.02	15,091.16	17,049.48	15,835.72	**16,744.01**

Department Metrics

- Gallons: 164,780
- Month Cost: $28,837

Leachate

- Tons: 397.32
- AMV: $92.48
- Month Cost: $33,854.53

Single Stream Recycling

- Pounds Collected: 183,040
- Work Orders Completed: 190

Litter

- Inbound Tons: 3,169.67
- Outbound Tons: 4,560.42
- Month Cost: $131,826.90

Yard Waste

- Transactions: 13,151
- Revenue: $484,267.83

Scale Transactions

- Inbound Tons: 176.36
- Outbound Tons: 161.70

Tires

- Loads: 683
- Tons Hauled: 16,150.14
- Ave Tons Per Load: 23.65

Waste Transportation to Heart of Florida Landfill

- Car Counts: 238,330
- Material Total (Tons): 5,774.99

Recycle Centers (All)

- Loads: 826
- Tons: 5,759.01

Collection Loads

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19780 **Agenda Date:** 8/5/2025 **Agenda No.:** 14.1.2.

SUBJECT:
Present Update on 2022-26 Strategic Plan Empowering Marion for Success II for July 2025

INITIATOR:
Mounir Bouyounes, P.E., County Administrator

DEPARTMENT:
Administration

DESCRIPTION/BACKGROUND:
On December 11, 2021, the Board approved the Administrative Strategic Plan Empowering Marion for Success II for 2022-26. This plan continues to be the road map for operations over the next four (4) years with a focus on delivering at the highest possible level. Key elements were identified and presented as areas of emphasis and actions to consider. These elements include: Organizational Experience, Resource and Facilities, Planning and Future Growth, Public Infrastructure, and Public Safety. The implementation of each element in this plan is essential in achieving Marion County's vision for success, financial stability, and an exceptional quality of life for our citizens and visitors.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
None, for information only.

911 Management and Public Safety Communications

FY 24/25 – 3rd Quarter Accomplishments (April - June):

Public Safety

1. Implement ESInet
    a. The creation of this network has begun. *This item, while separate, is linked to the implementation of NGCS (Next Generation Core Services).
2. Regional Back-Up Plan
    a. MOU with Alachua County is in place.
    b. Meeting with Alachua County working out the details for the reciprocal backup.
    c. Continuing discussions to identify additional counties that would have the capacity to handle Marion County's 911 traffic should the need arise once NGCS is fully implemented.
3. Implementation of Next Generation 911 Core Services
    a. INdigital our Next Generation Core Services (NGCS) provider has completed the installation of the circuits from the different broadband providers. All of the backroom equipment has been installed at each site.
    b. Implementation of our Regional Mapping Repository continues –
        - GIS data has been updated to meet the NENA Standards.
        - Boundary facilitation meetings have been completed with all 7 surrounding counties and updates continue.

FY 24/25 – 4th Quarter Goals (July - September):

Public Safety

1. Implement ESInet
    a. With the implementation of NGCS this item will be complete.
2. Regional Back-Up Plan
    a. Continue to narrow down a short list of counties within the region that can serve as a reciprocal backup site for the uninterrupted processing of 911 calls should a catastrophic event affect Marion County's 911 communication operations.
3. Implementation of Next Generation 911 Core Services (NGCS).
    a. INdigital will begin testing different components of the system beginning the middle of April – **ON HOLD** until the EIM Configuration is complete – waiting on Lumen to schedule this work.
    b. Continue working with DataMark for the implementation of our regional GIS mapping repository.

Building Safety

FY 24/25 – 3rd Quarter Accomplishments (April - June):

Planning and Future Growth

1. Improve Permitting Process Review
    a. Enterprise Permitting & Licensing (EPL)
        i. Building Safety has been involved in an ongoing collaboration with other departments and Tyler Technologies to complete the build of the new EPL Software that will be replacing our current system.
        ii. Building Safety has begun developing how-to's for users, and completing BETA test.
    b. Permitting
        i. Building Safety continues to update permit packets with step-by-step instructions and required information for successful submission of permit applications.
    c. Certification
        i. Sixteen (16) employees have passed the Permitting and Licensing Certification.
    d. Inspections and Plan Review
        i. Remote Video Inspections (RVI) has enhanced the ability to provide timely inspections. Approximately 4,093 of the total inspections per quarter are done via the RVI platform.
        ii. The use of two (2) Government Support Agencies has assisted to greatly reduce the number of plan reviews in the queue.
        iii. The department is actively seeking to fill the open RVI Inspector positions, and standard Inspector positions.

Organizational Experience

1. Customer Experience – Customer Service
    a. Surveys
        i. Continuing to monitor digital customer service surveys accessible via QR codes.
        ii. The Department has achieved roughly a 100% favorable customer service rating in those who visit the office.
    b. DEP has assumed septic system review, permitting and inspections. We are taking measures to ensure a seamless transition.

FY 24/25 – 4th Quarter Goals (July - September):

Planning and Future Growth

1. Improve Permitting Process and Review
    a. Continue to evaluate the current review process
        i. Continue to work with the implementation team to tailor and launch the new EPL Software to improve and assist in streamlining the permitting process.

b. Certification
    i. Continue providing training resources and encouraging staff to attain International Code Council (ICC) Permit Technician certification.

Organizational Experience

1. Customer Experience – Customer Service
    a. Staffing
        i. Actively engage Building Officials in other comparable municipalities to gauge if Marion County's Building Safety Department is adequately staffed to meet operational demands based on our community's size and growth, to include salary and personnel benefits.
    b. Office of the County Engineer
        i. Work with the Office of the County Engineer (OCE) to have a representative in the building assisting customers.

Community Services

FY 24/25 – 3rd Quarter Accomplishments (April - June):

Planning & Future Growth

1. Guide Future Growth & Housing
    b. **(Identify and evaluate strategic areas to promote easily developed properties):** We have successfully completed approximately 20 neighborhood cleanups through our partnership with the Code Enforcement department using Community Development Block Grant (CDBG) funds.
2. Guide Future Growth & Housing
    c. **(Prepare for growth demands):** We successfully recruited 3 new contractors to our Homeowner Rehabilitation Program bringing the total number of contractors to 5.
3. Guide Future Growth & Housing
    d. **(Prepare for growth demands):** Our housing team received Board approval to increase our assistance to $75,000 for our Homeowner Rehabilitation program and $75,000 or $100,000 for our Purchase Assistance program to provide even more financial assistance to the participants in our program.

FY 24/25 – 4th Quarter Goals (July - September):

Planning & Future Growth

1. Guide Future Growth & Housing
    b. **(Inform the community):** We are partnering with our PR department and the City of Ocala to rebrand our Continuum of Care with the goal of presenting a united front to help our community better understand what the Continuum of Care is, the services available, and the steps we're taking to prevent homelessness.
2. Guide Future Growth & Housing
    c. **(Prepare for growth demands):** We hope to increase housing opportunities for homeless individuals and their families by exploring the option of adding a new programming function to the community of a Housing Navigator/ Counselor.
3. Guide Future Growth & Housing
    d. **(Develop incentive options for the development of housing in identified strategic areas):** Our department is seeking proposals through an RFP for one of the catalytic sites within the CRA to develop a multifamily housing development.

Extension Services Department

FY 24/25 – 3rd Quarter Accomplishments (April – June):

Organizational Experience

1. Prioritize Customer Service
    a. An assessment of customer service strategies took place to identify areas where improvements could be made to enhance the overall customer experience.
        i. The best practices of customer service were reviewed and discussed, with a collaborative effort to identify actionable strategies for creating a more welcoming and customer-friendly environment.

Resources and Facilities

1. Highlighting Outdoor Assets
    a. Extension programming addresses various factors, including the effective use of land and outdoor spaces. The Edible Garden Program specifically supports residents in maximizing their available space for growing their own food.
        i. The outdoor demonstration garden is being expanded to include a range of educational features—such as hydroponics—providing residents with hands-on examples of sustainable and practical landscaping methods for use in their own homes.

Public Infrastructure

1. Protect Water Resources
    a. A variety of Extension programs are offered to educate the community on water use, quality, and conservation. These initiatives have collectively saved millions of gallons of water annually.

FY 24/25 – 4th Quarter Goals (July – September):

Strategic Plan Element Title

Organizational Experience

1. Staff Development
    a. Enhance staff skills and effectiveness through ongoing professional development opportunities, including targeted training, cross-training, and team-building initiatives, to improve program delivery and organizational performance
2. Improve Customer Service

a. Implement intentional customer service and communication strategies to enhance internal collaboration, improve operational efficiency, and ensure the consistent delivery of exceptional customer service.

Resources and Facilities

1. Highlighting Outdoor Assets
    a. Increase efforts to expand edible gardens in the community and to improve the demonstration garden so it remains informative and accessible to the public, regardless of regular office hours.
        i. Marketing the demonstration garden to raise community awareness and encourage residents to utilize the displayed examples as inspiration for improving their outdoor spaces.

Public Infrastructure

1. Protect Water Resources
    a. Deliver water resource programs that educate residents, industry professionals, and officials on the critical challenges affecting water quality and availability. These programs emphasize the shared responsibility of water stewardship and provide practical examples of best practices to help protect, preserve, and improve our water resources

Growth Services

FY25 – 3rd Quarter Achievements (April - June):

Planning and Future Growth

1. Guide Future Growth and Housing- Prepare for Growth Demands/ Inform the Community.
    a. Continued to implement and use the 5-year Operational Plan and execute the FY25 plans and use those documents to build FY26 plans and budget.
    b. Keep the EAR webpage current with updates on the process and future workshops as we have shifted from the EAR process to the post-EAR Comprehensive Plan amendment process.
    c. Successfully implemented the community cleanup pilot program using the CDBG funds. We have cleaned up almost 20 properties using the total allotment of CDBG funds. (We have abated a total of 32 so far this FY and 20 of those were in the low to moderate income areas. With the pilot program's success, we are proposing to continue it next fiscal year.
    d. Completed the scope and have started the RFQ process to execute the first area study to be for the NW US 27 corridor between NW 60th Avenue and NW 70th/80th Avenue, from ½ mile north of W. Hwy 40 to the northern alignment of the new NW 49th Street Extension.
    e. Begun implementing the ArcGIS URBAN 3-D modeling tool. Implementation should take five (5) months to complete, wrapping up in September.
2. Guide Future Growth and Housing- Develop Architectural Standards in Strategic Areas.
    a. Collaborated with Parks and Kimley-Horn (K-H) on making recommended changes to the buffer requirements in the LDC and held a follow-up workshop with the Board on April 17th to get feedback and insights.
    b. Coordinated a workshop on amenities with the Board to get feedback and insights on what changes they would like to see in the LDC.
3. Guide Future Growth and Housing- Strengthen the Farmland Preservation Area (FPA).
    a. Developed suggested redline changes to the comprehensive plan related to the TDR program as part of the EAR process and held a workshop (4/21) that focused on TDRs. From this we have made further edits based on Board feedback.
4. Improved Permitting Process Review- Evaluate the Existing Processes/Evaluate the Current Review Processes/Create How-to-Guides for the Public and Staff.
    a. Began the closeout process for applications with an SOP. Zoning closed out 2600 permits that were open in the system.
    b. Working to update applications to ensure they are consistent and align with current code.

c. Continuing to breakdown silos by facilitating communication between departments to help identify gaps in processes. For example, we met with OCE's Stormwater staff to collaborate on code updates that would increase the County's points for the upcoming CRS audit.

d. Improve customer service: Working with the University of Florida and our IT team to use AI to develop a Chatbot on our website that will facilitate customer questions and reduce customer phone calls.

5. Improve Permitting Process Review-Compare Staffing Levels to Similar Communities

   a. Refined and reduced the FY26 budget proposal based on Admin feedback, allows us to maintain staffing levels.

   b. Moved LDC changes for Government Uses (GU) and Floodplain Management through the LDRC workshops, the public hearing process and received Board approval.

   c. Hired a code enforcement supervisor, one admin, two resource positions, and an Administrative Manager.

6. Promote infill within Marion Oaks and Silver Springs Shores-Evaluate Marion Oaks and Silver Springs Shores as Planned Service Areas (PSA)

   a. Worked with the Board, Administration, and our consultant to edit a proposed PSA methodology and policy design. We also identified possible locations for PSAs in Marion Oaks and Silver Springs Shores. We then brought these PSA edits back to the Board and Admin for consideration before we hold public meetings to gain further feedback on these PSA proposals.

   b. Scheduled a community meeting in Marion Oaks (July 30, at 7pm) and Silver Springs Shores (August 9, at 11am) to discuss proposed Comprehensive Plan Amendments, Planned Service Areas, and in Marion Oaks only to discuss a potential plan for a trail network via the greenbelts

7. Review the Comprehensive Plan – Evaluation and Appraisal Report (EAR)

   a. Completed nine (9) post-EAR Comprehensive Plan Amendment workshops with the Board and finalized edits and redlines to Comprehensive Plan, receiving Board consensus before receiving public input on these proposed amendments.

   b. Held numerous 1-on-1's with the Commissioners for the workshops on FAR, protection of rural lands, transportation LOS, and density.

   c. Presented a summary of the gap analysis to the Board as part of an EAR-based amendment workshop.

   d. Completed the process to receive the funds for the CPTA grant award.

8. Develop and implement the Silver Springs Community Redevelopment Area (CRA) Master Plan Update

   a. Coordinated with Procurement and FDOT to develop project proposals for the design of safety and median improvements for Silver Springs Boulevard, including pedestrian

crossings, median improvements, median "art work" and potential for "road diet" similar to the City's efforts along Hwy 200.

b. Coordinated with Community Services to support planned RFP for RV Manor Hotel Site redevelopment.

c. Worked with Administration, Procurement, and Community Services to issue an RFQ for developing catalyst site number one (1).

FY25 – 4th Quarter Goals (July-Sept.):

Planning and Future Growth

1. Guide Future Growth and Housing- Prepare for Growth Demands/ Inform the Community.

    a. Continue implementing the 5-year Operational Plan and execute the FY25 plans. Finalized the FY26 plans and budget to present to the Board and gain final approval.

    b. Make changes and edits to the planning reports incorporating elements of the strategic plan (Empowering Marion II) and working with legal, administration, and the Board to for approval of the edits to the reports. This includes making changes in the LDC to the PUD section.

    c. Update the EAR webpage to reflect the transition to the post-EAR Comprehensive Plan Amendment phase with the upcoming public meetings and new survey link to gain public sentiment on the proposed amendments to the Comprehensive Plan and the proposed PSA process and locations.

    d. Refine the FY26 plan between Code Enforcement and Community Services to use CDBG funds for a code enforcement officer (CEO) assigned to focus on community compliance and outreach for the low-to-moderate income (LMI) housing identified census tracts.

    e. Complete the RFQ process and begin to execute the first area study to be for the NW US 27 corridor between NW 60th Avenue and NW 70th/80th Avenue, from ½ mile north of W. Hwy 40 to the northern alignment of the new NW 49th Street Extension.

    f. Finish the implementation of ArcGIS URBAN 3-D modeling tool. Implementation should wrap up in September.

2. Guide Future Growth and Housing- Develop Architectural Standards in Strategic Areas.

    a. Collaborate with Parks and Kimley-Horn (K-H) to move the proposed changes to Amenities, Buffers, and tree preservation through the LDCR workshops and the public hearing process.

3. Guide Future Growth and Housing- Strengthen the Farmland Preservation Area (FPA).

    a. Gain public sentiment on suggested redline changes to the comprehensive plan related to the TDR program and protect the rural areas as part of the EAR-based amendments.

    b. Go live with the webpage for the TDR program, providing information and resources to facilitate understanding of how the program works and increase the ease of utilization.

4. Improved Permitting Process Review- Evaluate the Existing Processes/Evaluate the Current Review Processes/Create How-to-Guides for the Public and Staff.
    a. Execute the closeout process for applications before going live with EP&L.
    b. Prioritize workflows for completion of each application process to educate staff and citizens on the process from start to finish.
    c. Continue to breakdown silos by facilitating communication between departments to help identify gaps in processes. For example, work with OCE to set up quarterly roundtable discussions on various topics that impact our departments, such as the DRC process and stormwater management.
    d. Complete the FAQs for the department processes and coordinate with PR for posting on our website.
    e. Improve customer service: Work with the University of Florida and our IT team to finalize and start training a Chatbot on our website that will facilitate customer questions and reduce customer phone calls. (The Chatbot will use generative AI to help answer customer questions, so the machine learning model needs training/learning before it is released for public use.)
5. Improve Permitting Process Review-Compare Staffing Levels to Similar Communities
    a. Continue refining and implementing a succession plan as our most senior planner moves toward retirement.
    b. Move LDC changes for fly-in communities/private airports as well as for amenities, buffers, tree preservation, roadside vendors, solar facilities, and SUP regulations through the LDRC workshop and public hearing process.
    c. Fill vacant Code Enforcement staff assistant IV (Code Board Secretary position).
6. Promote infill within Marion Oaks and Silver Springs Shores-Evaluate Marion Oaks and Silver Springs Shores as Planned Service Areas (PSA)
    a. Obtain public feedback on proposed PSA methodology and locations in Marion Oaks and Silver Springs Shores. Incorporate feedback and edits into proposed PSA standards and regulations.
7. Review the Comprehensive Plan – Evaluation and Appraisal Report (EAR)
    a. Schedule and development summary documents of the EAR-based amendments to facilitate the community engagement phase of the post-EAR process. Also, schedule the transmittal hearings for the EAR-based amendments after the community engagement is received.
    b. Receive public input on proposed Comp Plan amendments and incorporate feedback and finalize edits before bringing back to the Board for a workshop and transmittal hearing in October.
    c. Receive the funds for the CPTA grant award.

8. Develop and implement the Silver Springs Community Redevelopment Area (CRA) Master Plan Update

    a. Coordinate with Procurement and FDOT to develop project proposals for the design of safety and median improvements for Silver Springs Boulevard, including pedestrian crossings, median improvements, median “art work” and potential for “road diet.”

    b. Coordinate with Community Services to support site concept planning for the Silver Springs “Key West” Building site for redevelopment and potentially incorporating the former Wild Waters site as part of that redevelopment effort.

    c. Preparing for likely Utilities Grant Application from the new Silver Springs Hotel (south of the existing Holiday Inn & Suites) as that project is currently undergoing Major Site Plan review.

    d. Mobilize internal team(s) and begin to execute the implementation stage of the CRA master plan.

    e. Distribute electronic survey and initiate to gauge public sentiment on using CRA funds for public lands improvements (such as County and State). Such as the noted monument signs, and other area improvements – expect to be approximately 30-day duration. Then continue to spend some of the surplus budgeted in the FY25 CRA budget that reflects the CIP (capital improvement plan). Use outcome to develop potential options for CRA and/or State Park and for potential County facilities.

    f. Work with Procurement and Community Services to edit the RFQ for developing catalyst site number one (1) and reissue the RFQ, since the initial RFQ did not receive any applications.

Human Resources

FY 24/25 – 3rd Quarter Accomplishments (April-June):

Organizational Experience

1. Employee Experience
    a. Telework policy submitted to Administration; pilot information has been sent to Directors, waiting on final approval
    b. Updated handbook draft approved by Administration; waiting on Director feedback
    c. Proposed evaluation process updates approved by Administration; in current process with work group
2. Compensation:
    a. TrueComp (formerly GovInvest) is live and specific analysis is being completed

FY 24/25 – 4th Quarter Goals (July -September):

Organizational Experience

1. Employee Experience
    a. Employee Health Clinic grand opening
    b. Submit employee handbook updates to Board in 1st quarter of FY 25 26
    c. Submit evaluation process recommendations to Administration for review and approval
    d. Implementation of Telework pilot program to begin

Information Technology

FY 24/25 – 3rd Quarter Accomplishments (April - June):

Organizational Experience

1. Improve Internal Communications
    a. Microsoft Teams:
    Information Technology trained and deployed Microsoft Teams to six (6) additional County departments including Animal Services, Fleet, Municipal Services, OCE, Solid Waste, and Utilities. There are currently twenty-two (22) departments on Microsoft Teams.

2. Resident Access Online Portal:
    a. In partnership with the Utilities Department, we upgraded to a modern, mobile-friendly customer service portal that enables customers to view and pay their bills online. The portal was launched in April 2025.

3. Customer Experience – Customer Service:
    a. Public Input Community Engagement Software
    Municipal Services completed training and had an Implementation Graduation, marking the completion of the implementation phase for the Public Input software.
    b. Enterprise Permitting and Licensing (EPL):
    Business processes configurations for Permits, Plans, Projects, Addresses and Code Enforcement were completed and began testing. In addition, the department is working with user training, and connection with Tyler Payment department deployments.
    c. Tyler Payments:
    Information Technology completed the deployment of three (3) departments including Utilities, Parks & Recreation, and OCE.

Public Safety

1. 911 Disaster Recovery Enhancements:
    a. New server hardware was delivered for the Computer Aided Dispatch at both the primary and backup centers. Information Technology began configuration and testing of these servers. Additionally, Information Technology engaged Vendors for backup internet connections.

FY 24/25 – 4th Quarter Goals (July - September):

Organizational Experience

1. Improve Internal and External Communications
    a. Microsoft Teams:
    Information Technology continues to train and deploy Microsoft Teams to County departments. The remaining five (5) departments will be scheduled throughout the fourth quarter.

2. Customer Experience – Customer Service
    a. Public Input Community Engagement Software:
    There will be ongoing meetings for support with the vendor. Information Technology will continue to serve in an advisor/consultant role.
    b. Enterprise Permitting and Licensing (EPL):
    Information Technology is continuing to work on the configuration, testing, and conversion process in preparation for a Go-Live before the end of the calendar year.
    c. Tyler Payments:
    Information Technology is planning to deploy the payment system to six (6) departments.

Public Safety

1. 911 Disaster Recovery Enhancements:
    a. Information Technology will continue to install, configure, and test the servers. Once the servers are completed and the backup internet is installed, Information Technology will begin engaging with 911 stakeholders to plan the Level 2 disaster recovery test.

Animal Services

FY 24/25 – 3rd Quarter Accomplishments (April – June):

Public Safety

1. Increase Animal Services' Ability to Provide Services
    a. Ensure Adequate Staffing Levels
        i. One (1) Animal Care Technician came onboard in May and in progressing through training.
        ii. One (1) Kennel Technician, part-time, came onboard in April and is completing their training; all Kennel Technician positions are filled.
        iii. One (1) Dispatcher, new position granted in FY25 Budget, has come onboard and is progressing through their training; all Dispatcher positions are filled.
        iv. One (1) Animal Services Representative Supervisor came onboard and is progressing through training; all front lobby customer service positions at our shelter are filled.
        v. One (1) Veterinary Technician candidate accepted conditional offer and is progressing through their onboarding; this will fill the last vacancy in our Clinic Operations section.

2. Increase Animal Services' Ability to Provide Services
    a. Ensure Adequate Staffing Levels
        i. Actively conducting interviews to fill five (5) vacant Animal Control Officer positions.
        ii. Finishing interviews to fill Administrative Manager vacancy.

3. Increase Animal Services' Ability to Provide Services
    a. Rehabilitate the animal shelter (*Updated to Plan a New Animal Shelter)
        i. New Marion County Animal Services facility is progressing forward and remains on current timeline.

FY 24/25 – 4th Quarter Goals (July - September):

Public Safety

1. Increase Animal Services' Ability to Provide Services
    a. Ensure Adequate Staffing Levels
        i. Continue Recruiting, Interviewing, and Onboarding, for vacancies – Animal Services Maintenance Technician (1); Animal Services Support Specialist (1)
        ii. Balance temporary employee onboarding to offset staff shortages and the negative impact it has on animal care.

2. Increase Animal Services' Ability to Provide Services

a. Ensure Adequate Staffing Levels
    i. Continue to develop and evaluate staffing plan to ensure the Marion County Animal Services remains in compliance with national animal welfare industry standards of care and can balance efficient and proper response in regards to the health and safety of Marion County's residents – both human and animal – with proactive community education and service.

3. Increase Animal Services' Ability to Provide Services
    a. Rehabilitate the animal shelter (*Updated to Plan a New Animal Shelter)
        i. Continue working with Facilities, Architect/Engineer, Construction Manager, IT, Civil, and other key members to ensure new facility remains on track and continues to progress forward.

Marion County Fire Rescue (MCFR)

FY 24/25 – 3rd Quarter Accomplishments (April - June):

Public Safety – Manage the Increased Demand for Emergency Services

1. Finalized with Levy County for formal Interlocal Agreement for Mutual Aid agreement for Fire Rescue Services.
2. Addition of resources to the fire stations
    a. The new hires in training classes will graduate from fire and EMT school and enter the workforce.
3. Utilized the 2 new slide in units for UTV's to transport patients. Need identified during Rock the Country concert. Two additional patient moving trays (slide ins that fit in our current side-by-side's).

Public Safety – Public Safety Equipment

1. Upgrade Fire and EMS equipment
    a. Marion County Fire Rescue (MCFR) will soon be upgrading its LIFEPAK 15 monitors to the next-generation LIFEPAK 35 devices. On January 21, 2025, the Board of County Commissioners approved the purchase of 100 LIFEPAK 35 units at a total cost of $4.2 million. This investment reflects the county's dedication to supporting our mission.
    b. MCFR ordered a new water tanker, and it is in the build stage.
    c. MCFR received word that we will have 16 ambulance chassis in the process of being built. The expected delivery of the first round would be in July.
    d. MCFR ordered 2 Engines. These are in build status and are awaiting delivery.

Public Safety – Community Paramedicine and Opioid Response

1. Increase access to care for mental health and substance abuse.
2. MCFR added five additional Community Paramedics to the system to expand its capacity to address mental health, substance use, and high-utilizer populations. This includes placing additional Community Paramedicine units in service through the Florida CORE program.
3. Add additional Community Paramedicine resources based on system demand.
    a. MCFR is exploring funding options with shareholders for expansion.

FY 24/25 – 4th Quarter Goals (July-Oct):

Public Safety – Manage the Increased Demand for Emergency Services

1. Addition of resources to the fire stations.
    a. MCFR will prepare for additional transport units in service at Station17 and Station 4 for FY 25/26.
    b. The new hire training classes will graduate from fire school and enter the workforce.

Public Safety – Public Safety Equipment

1. Upgrade Fire and EMS equipment
    a. MCFR executed the newly awarded $32,000 in State EMS Grant funding for equipment purchases to expand services.
    b. MCFR was tentatively awarded $500,000 in Opioid Settlement monies. These funds will be used to offset our current budget and expand services.
    c. Lifepack 35's will be implemented into the field by August 1st.
    d. Three new tankers in production. One all-wheel drive should be delivered in July.
    e. 2 engines ordered. Expected deliveries 2026.
    f. 14 rescues in production. Expected to receive by November.
    g. Grass truck expected to be delivered in July.

Public Safety – Community Paramedicine and Opioid Response

1. Increase access to care for mental health and substance abuse.
2. Add additional Community Paramedicine resources based on system demand.
    b. MCFR is exploring funding options with shareholders for expansion.

Procurement Services

FY 24/25 – 3rd Quarter Accomplishments (April-June):

Organizational Experience

1. Employee Experience – Work Environment
    a. Develop Electronic and Digital Process
        i. Created and implemented fillable forms with e-signature capabilities to support a more efficient, paperless workflow.
        ii. Completed the transition for departments to upload invoices, along with P-card receipts to a shared public drive, eliminating the need for inter-office emails and physical copies.
        iii. Fully implemented Euna Procurement (formerly Bonfire), the County's e-procurement platform, which now hosts all active solicitations
2. Communication
    a. Improve Internal Communications
        i. Redesigned the new Empower Marion SharePoint site to include local vendor directory, forms, trainings, and solicitations.
    b. Improve External Communications
        i. The Vendor Liaison hosted a "Reverse Trade Show" on June 18, 2025, providing vendors with the opportunity to engage with and learn about upcoming opportunities from various agencies across Central Florida, including Marion County. The event was attended by a total of 106 people, representing 92 different vendors, with 32 attendees participating as walk-ins.
        ii. The Vendor Liaison has fully launched the Vendor Academy, offering a comprehensive, hands-on training titled "How to Do Business with Marion County." This session enables vendors to learn about the bidding and solicitation process and provides an opportunity to register for Bonfire before departing.
        iii. The Vendor Liaison has developed an additional course for the Vendor Academy, Level II: "How to Use Bonfire." This training provides a step-by-step guide on submitting a bid through Bonfire, including essential terminology and language to help vendors understand the process and successfully complete their bids on solicitations.

FY 24/25 – 4th Quarter Goals (July-September):

Organizational Experience

1. Employee Experience – Work Environment
    a. Develop Electronic and Digital Process
        i. Continue creating and updating fillable forms with e-signature capabilities to reduce paper-based processes.
        ii. Customize and schedule Euna Procurement (Bonfire) training sessions tailored to each department's specific needs.
2. Communication
    a. Improve Internal Communications
        i. Expand use of Vector Solutions to distribute relevant Procurement training content, allowing users to earn completion certificates and track their progress over time.
        ii. Encourage departments to submit training requests to help identify content gaps related to Procurement processes or tools.

    b. Improve External Communications
        i. Vendor Liaison will continue to assist county departments as their purchasing needs change and how Procurement can assist.
        ii. Vendor Liaison will continue to meet with various agencies and vendors throughout the County to develop and maintain productive relationships.
        iii. The Vendor Liaison will continue to expand Procurement's presence on social media to raise awareness, promote transparency, and highlight opportunities.
        iv. Planning is underway for the "Meet the Departments" event scheduled for January 2026. This event will allow local businesses to foster greater collaboration and engagement with Marion County BOCC departments and other municipal representatives. The goal is to extend invitations to city agencies within Marion County, including constitutional offices.
        v. The Vendor Liaison will continue engagement with agencies outside Marion County to encourage broader participation in the 2026 Reverse Trade Show scheduled for June 17, 2026.

Public Relations

FY 25/26 – 3rd Quarter Acomplishments (April - June):

Communication

1. Implement a public and employee messaging system across targeted county buildings
    a. Develop potential funding strategies
        i. Consistent messaging to employees and the public for updates on various services offered, upcoming events and more.
        ii. Public Input Engagement Platform system has finalized implementation and will begin roll out as of July 1, 2025.

Solid Waste

FY 24/25 – 3rd Quarter Accomplishments (April-June):

Improve Solid Waste Infrastructure and Update Solid Waste Master Plan

1. Performed preventative maintenance on 25% of our compactors at the recycling centers.
2. Developed draft scope to obtain a rail crossing from the sand mine property to the Baseline Landfill.
3. Created initial scope for the Baseline phase 1 and phase 2 landfill expansion.
4. Received 90% design for transfer station repairs.
5. Performed title search on Greenway property in efforts of ownership clean-up.
6. Awarded scope for mass grading design for the sand mine.
7. Awarded design and planning contract for new scale house building, received first round floor plan for review.
8. Presented budget to Administration
9. Intern started for summer work.
10. Bid new camera system for landfill property.
11. Drafted scope for ground water sampling and put out to bid.
12. Held two meetings with G2 on their operational plan and finalized a path forward.

FY 24/25 – 4th Quarter Goals (July - September):

Improve Solid Waste Infrastructure and Update Solid Waste Master Plan

1. Present the 25/26 budget to the Board.
2. Draft changes to a resolution regarding secondary fees charged by the department, to include non-assessed permits, code enforcement fees, intergovernmental fees, etc.
3. Award contract with engineering firm for design and permitting of phase 1 and phase 2 landfill expansion.
4. Conclude clean up ownership rights for a parcel in the yard waste area, currently showing Greenway ownership.
5. Finalize escrow payment for sand mine property, after all environmental permitting has been resolved by prior owner.
6. Finalize path forward for transfer station repairs, inclusive of floor, push walls, and elevated trailers.
7. Finalize procurement of new scale software and hardware.
8. Replace leachate sump pump to ensure efficient operations.
9. Award continuing services contract for engineering services.
10. Finalize G2 transition plan.
11. Award contracts for groundwater sampling and analysis for landfills.
12. Acquire and train on a new landfill gas analyzer.
13. Purchase some adjacent land to Newton Landfill to resolve fence and groundwater well placement.
14. Develop scope and plan to relocate the household hazardous waste and recycling center at Baseline.

15. Finalize the mass grading plan for the sand mine property.
16. Finalize the electrical system updates for three recycling centers.
17. Award task for rail crossing design.

Veterans Services

FY 24/25 – 3rd Quarter Accomplishments (April - June):

Resources and Facilities

1. Identify Future needs
    a. Conversations and discussions are ongoing, as well as Implementation of procedures and processes.

2. Highlighting outdoor assets
    a. With several changes in staff positions, we have scheduled In the upcoming park programs staff. Our office brochure is shared with organizations that cater to veterans as well as visitors to the Veterans Park.

Organization Experience

1. Customer Experience – Customer Service
    a. QR code has been created for customer surveys. A survey card has been created, and on display in each office for clientele to use as well as in The front lobby area.

2. Employee Experience – Work Environment
    Suggestions are on-going regarding activities and follow-up meetings to follow., as we brainstorm, time allowed and agreed upon activities.

FY 24/25 – 4rd Quarter Goals (July -September):

Organization Experience

1. Employee Experience – Work Environment
    a. Staff changes created a new work environment which we will adapt to and assist as needed and necessary, all staff will share knowledge. We will make changes as directed and share our experiences to ensure smooth transitions.

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19827 **Agenda Date:** 8/5/2025 **Agenda No.:** 14.1.3.

SUBJECT:
Present the Monthly Building Safety Productivity Report for the Month of June 2025

INITIATOR:
Michael L. Savage, Sr., Director

DEPARTMENT:
Building Safety

DESCRIPTION/BACKGROUND:
Present the Monthly Building Safety Productivity Report for the Month of June 2025.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
For information purposes only.

Marion County Building Safety Department
Productivity Report

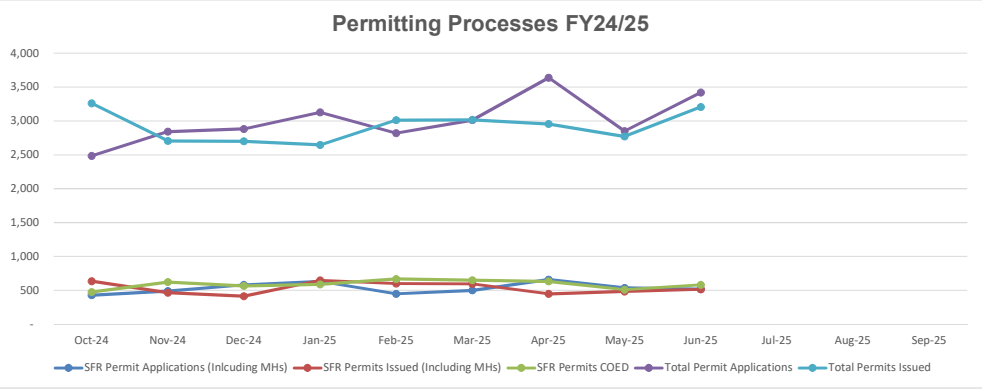
FY 2024/2025

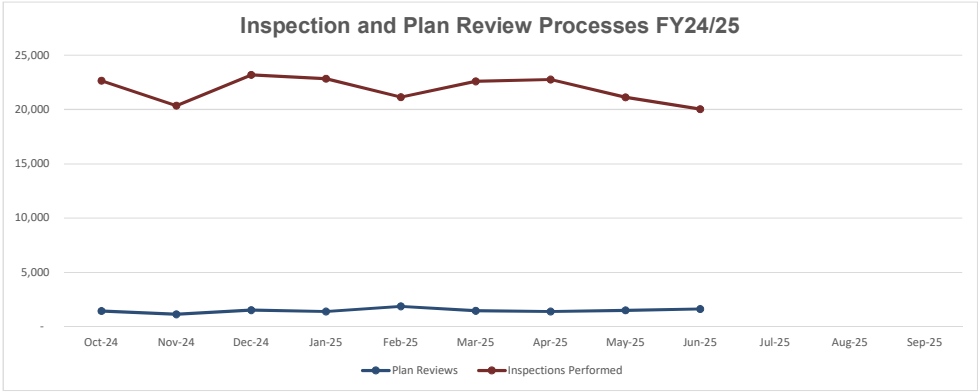
	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	FY 24/25
SFR Permit Applications (Including MHs)	428	490	581	631	448	499	659	537	516				**4,789**
SFR Permits Issued (Including MHs)	635	465	414	647	599	596	449	483	515				**4,803**
SFR Permits COED	474	622	567	588	667	650	632	510	581				**5,291**
Total Permit Applications	**2,485**	**2,843**	**2,882**	**3,128**	**2,822**	**3,012**	**3,639**	**2,851**	**3,420**				**27,082**
Total Permits Issued	**3,262**	**2,705**	**2,701**	**2,647**	**3,012**	**3,019**	**2,956**	**2,773**	**3,207**				**26,282**
Plan Reviews	1,447	1,134	1,518	1,394	1,866	1,463	1,396	1,512	1,627				**13,357**
Inspections Performed	22,652	20,351	23,187	22,835	21,134	22,599	22,768	21,124	20,031				**196,681**
Advanced Property Searched	731	606	720	930	766	822	891	729	636				**6,831**
Customers Served In Office	1,977	1,701	1,624	2,016	1,918	1,921	1,849	1,982	1,994				**16,982**
Total Revenue **	$ 1,017,730	$ 813,293	$ 549,251	$ 847,833	$ 809,052	$ 983,814	$ 922,355	$ 943,527	$ 945,204				**$ 7,832,061**

FY 2023/2024

	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	FY 23/24
SFR Permit Applications (Including MHs)	466	634	956	256	454	739	796	729	1,261	384	546	527	**7,748**
SFR Permits Issued (Including MHs)	618	503	461	602	569	522	568	661	685	709	666	581	**7,145**
SFR Permits COED	550	547	537	539	603	529	598	546	548	557	503	531	**6,588**
Total Permit Applications	**3,006**	**3,159**	**3,139**	**2,521**	**2,894**	**3,186**	**3,597**	**3,766**	**4,520**	**3,074**	**3,146**	**2,887**	**38,895**
Total Permits Issued	**3,003**	**2,668**	**2,327**	**2,727**	**2,655**	**2,823**	**2,998**	**3,414**	**3,568**	**3,595**	**3,170**	**2,788**	**35,736**
Plan Reviews	2,014	1,505	1,613	1,761	1,627	1,592	1,580	1,641	1,544	1,828	1,442	1,605	**19,752**
Inspections Performed	22,707	20,399	19,654	21,115	20,981	21,103	21,887	22,011	20,918	22,401	22,577	20,990	**256,743**
Advanced Property Searched	728	728	583	723	835	871	1,010	1,031	882	920	741	773	**9,825**
Customers Served In Office	1,991	1,594	1,597	1,885	2,101	2,091	2,128	2,094	2,044	1,943	1,983	1,872	**23,323**
Total Revenue **	$ 501,553	$ 617,522	$ 630,326	$ 655,564	$ 709,265	$ 498,032	$ 983,270	**$ 823,461.46**	$ 1,136,467	$ 954,478	$ 1,224,809	$ 851,513	**$ 9,586,262**

**** Revenue totals are as of the "Printed On" date below.**





Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-20009 **Agenda Date:** 8/5/2025 **Agenda No.:** 14.1.4.

SUBJECT:
Present Letters of Support to the East Central Florida Regional Planning Council Dated July 18, 2025 Regarding FloridaCommerce Technical Assistance Grant Proposal

INITIATOR:
Mounir Bouyounes, P.E., County Administrator

DEPARTMENT:
Administration

DESCRIPTION/BACKGROUND:
Two letters of support were written for the East Central Florida Regional Planning Council for the FloridaCommerce Technical Assistance Grant Proposal for One Water Strategic Plan and East Central Florida Regional Capacity Building and Technical Assistance. Letters are attached.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
For information only.

Marion County
Board of County Commissioners

Administration

601 SE 25th Ave.
Ocala, FL 34471
Phone: 352-438-2300
Fax: 352-438-2324

July 18, 2025

Bureau of Community Planning and Growth
Division of Community Development
FloridaCommerce
107 East Madison Street, MSC 160
Tallahassee, FL 32399-4120

Re: Letter of Support for East Central Florida Regional Capacity Building and Technical Assistance Grant Proposal

Dear Review Committee,

Please accept this letter of support from Marion County, for the East Central Florida Regional Planning Council (ECFRPC)'s FloridaCommerce Technical Assistance Grant Proposal "East Central Florida Regional Capacity Building and Technical Assistance" to coordinate and facilitate the ongoing planning needs of the eight (8) counties in the East Central Florida region. The grant will work towards identifying and aligning local needs, cataloging existing opportunities and resources, and providing targeted technical assistance to make these opportunities a reality. Areas of focus would include, but not be limited to, the following regional priorities in the East Central Florida (ECF) Strategic Regional Policy Plan (SRPP): promoting resilient and healthy communities; protecting and enhancing natural resources; fostering sustainable economic development; and strengthening regional collaboration.

As local resources are limited, the work proposed through this grant would serve a great deal in closing gaps in planning needs across the region, serve to align local needs on a greater regional scale for a greater return, and identify opportunities to leverage partnerships, existing networks, and other avenues to advance and implement activities in east central Florida. This coordination, assistance, and alignment is instrumental to support local and regional efforts.

Marion County is fully supportive of this grant proposal as it moves the region forward towards implementing the SRPP and a sustainable and resilient future for the region.

Thank you in advance for your support.

Mounir Bouyounes, P.E.
County Administrator

Marion County
Board of County Commissioners

Administration

601 SE 25th Ave.
Ocala, FL 34471
Phone: 352-438-2300
Fax: 352-438-2324

July 18, 2025

Bureau of Community Planning and Growth
Division of Community Development
FloridaCommerce
107 East Madison Street, MSC 160
Tallahassee, FL 32399-4120

Re: Letter of Support for Application for One Water Grant

Dear Review Committee,

Please accept this letter of support from Marion County, for the East Central Florida Regional Planning Council (ECFRPC)'s FloridaCommerce Technical Assistance Grant Proposal "One Water Strategic Plan". The ECFRPC, through collaboration with regional and state stakeholders, is seeking to secure a sustainable water future for the region despite the challenges posed by growth and other stressors. The "One Water" approach being proposed by the ECFRPC involves the integrated management of all aspects of water systems, including potable water, wastewater, stormwater, groundwater, surface water and reclaimed waters, as a single interconnected resource. This approach works to advance the ECFRPC's Strategic Regional Policy Plan (SRPP) as well as a strategic approach identified through the recently completed Military Installation Readiness Review.

The grant would start with the formation of a steering committee and a roundtable discussion with the committee formed. This would lead to a Strategic Plan for a regional One Water initiative, including responsibilities for those involved in economic and community development, the region's long-term development, and our nation's national security interests.

Marion County is fully supportive of this grant proposal as it moves the region forward towards implementing the SRPP and a sustainable and resilient future for the region.

Thank you in advance for your support.

Mounir Bouyounes, P.E.
County Administrator

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19918 **Agenda Date:** 8/5/2025 **Agenda No.:** 14.3.1.

SUBJECT:
Present Memorandum from Gregory C. Harrell, Clerk of the Circuit Court and Comptroller, Regarding the Filing of Ordinances 25-27, 25-28, and 25-29 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 25-27, 25-28, and 25-29 with the Secretary of State's Office.

BUDGET/IMPACT:
None.

RECOMMENDED ACTION:
None, information only.

FLORIDA DEPARTMENT of STATE

RON DESANTIS
Governor

CORD BYRD
Secretary of State

July 7, 2025

Gregory C. Harrell
Clerk of Court
Marion County
P.O. Box 1030
Ocala, FL 34478-1030

Dear Gregory Harrell:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of Marion County Ordinance No. 25-27, which was filed in this office on July 2, 2025.

Sincerely,

Alexandra Leijon
Administrative Code and Register Director

AL/dp

R. A. Gray Building • 500 South Bronough Street • Tallahassee, Florida 32399-0250
Telephone: (850) 245-6270

Susan Mills McAllister

From: County Ordinances <CountyOrdinances@dos.fl.gov>
Sent: Monday, July 07, 2025 02:24 PM
To: Susan Mills McAllister; County Ordinances
Cc: Debra Windberg; Debra Lewter; Jared Thornton
Subject: RE: MRN20250701_ORDINANCE_2025_27
Attachments: Marion20250702_Ordinance25_27_Ack.pdf

Good afternoon,

Attached is the acknowledgement letter for Marion County Ordinance 25-27.

Thank you,

David Parrish
Government Operations Consultant II
Office of the General Counsel
Department of State
Room 701 – The Capitol – Tallahassee, FL
P: (850) 245-6270

From: Susan Mills McAllister <SusanM@marioncountyclerk.org>
Sent: Wednesday, July 2, 2025 11:07 AM
To: County Ordinances <CountyOrdinances@dos.fl.gov>
Cc: Debra Windberg <DebraW@marioncountyclerk.org>; Debra Lewter <DebraL@marioncountyclerk.org>; Jared Thornton <jaredt@marioncountyclerk.org>
Subject: MRN20250701_ORDINANCE_2025_27

EMAIL RECEIVED FROM EXTERNAL SOURCE

The attachments/links in this message have been scanned by Proofpoint.

Good morning Ms. Grosenbaugh,

Pursuant to provisions of Florida Statutes, attached for filing in your office is an electronic pdf copy of Marion County Ordinance 25-27, which was adopted by the Marion County Board of County Commissioners on Tuesday, July 1, 2025.

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 Windberg

From: Municode Ords Admin <MunicodeOrds@civicplus.com>
Sent: Thursday, July 03, 2025 07:49 AM
To: Debra Windberg
Subject: Marion County, FL Code of Ordinances - 1985(10237) & Marion County, FL Land Development Code - 2013(13949) ORDBANK

Categories: This message has been archived by Retain on July 03 2025 18:29

We have received your file.

Thank you very much.

Have a great day,

Ords Administrator
municodeords@civicplus.com
1-800-262-2633
P.O. Box 2235
Tallahassee, FL 32316
When available, please send all documents in WORD format to municodeords@civicplus.com. However, if WORD format is not available, we welcome any document format including PDF.

CIVICPLUS Powering and Empowering Local Governments

JPB

From: Debra Windberg <DebraW@marioncountyclerk.org>
Sent: Wednesday, July 2, 2025 11:09 AM
To: Municode Ords Admin <MunicodeOrds@civicplus.com>
Cc: Debra Lewter <DebraL@marioncountyclerk.org>; Susan Mills McAllister <SusanM@marioncountyclerk.org>; Jared Thornton <jaredt@marioncountyclerk.org>
Subject: Marion County Ordinance 25-27

Good afternoon,

Attached is Ordinance 25-27, which was adopted by the Marion County Board of County Commissioners on Tuesday, July 1, 2025. Please advise of any problems you may have opening the attached Word document.

Sincerely,

ORDINANCE NO. 25-27

AN ORDINANCE TO AMEND ARTICLE XI OF CHAPTER 10 OF THE MARION COUNTY CODE TO ADD A NEW CATEGORY OF TRANSPORTATION IMPACT FEES: FAST-FOOD RESTAURANT WITH DRIVE-THRU; ADDING A NEW SUBSECTION 10-282(b) ADOPTING A MARION COUNTY TRANSPORTATION FEE UPDATE STUDY SUPPLEMENT DATED JUNE 6, 2025; AMENDING THE TRANSPORTATION IMPACT FEE SCHEDULE IN SECTION 10-327 TO INCLUDE THE NEW CATEGORYAND FEE AMOUNT; INCLUDING FINDINGS, AND ADMINISTRATIVE PROCEDURES.

WHEREAS, Marion County, Florida, imposes and collects Impact Fees for Transportation Facilities, as provided in Article XI of Chapter 10 of the Marion County Code of Ordinances; and

WHEREAS, Article XI of Chapter 10 of the Marion County Code of Ordinances was amended by the adoption of County Ordinance No. 2025-18 on May 23, 2025, which among other things, updated Marion County Code Section 10-327, the Transportation Impact Fee Schedule; and

WHEREAS, during the public hearing for the adoption of Ordinance No. 2025-18, the Board determined that Section 10-327 did not differentiate fast-food restaurants with drive-through service from traditional dine-in restaurants and that there is a need to adopt a new land use type in the Transportation Impact Fee Schedule for fast-food restaurants with drive-through service due to their significantly higher traffic generation rates than dine-in restaurants; and

WHEREAS, the Board then directed that the County obtain a current Technical Study from Benesch, the County's Impact Fee Consultant, to support transportation impact fee rates specific to fast-food restaurants with drive-through service; and

WHEREAS, Benesch has submitted to Marion County its **Transportation Impact Fee Update Study Supplement** dated **June 6, 2025** ("Update Supplement") that provides such support for transportation impact fee rates specific to fast-food restaurants with drive-through service, and implementation of the recommendations within that Update Supplement necessitates that the Marion County Board of County Commissioners ("Board") make certain amendments to Chapter 10, Article XI of the Marion County Code; and

WHEREAS, the Board hereby finds that the adoption of the recommendations of the Update Supplement, and the imposition of transportation impact fee rates specific to the new category of fast-food restaurant with drive-thru, is in the best interests of the health, safety, and welfare of the citizens of Marion County; and

WHEREAS, upon adoption of this Ordinance, notice of the transportation impact fee rates for the category of fast-food restaurant with drive-thru shall be provided in accordance with Section 10-284 of the Marion County Code.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA:

SECTION 1. RECITALS. The above recitals are true and correct and are hereby incorporated herein by reference.

SECTION 2. ADOPTION OF NEW PARAGRAPH 10-282(b) of the MARION COUNTY CODE. A new paragraph 10-282(b) of the Marion County Code is hereby created to read as follows:

Sec. 10-282. Adoption of Impact Fee Technical Studies.

. . .

(b) The Board hereby adopts and incorporates by reference the Technical Study entitled **"Marion County Transportation Impact Fee Update Study Supplement"** dated **June 6, 2025** and prepared by Benesch, including the assumptions, conclusions, supporting data sources, and findings therein, which Technical Study is on file with the office of the County Administrator and available for public inspection.

SECTION 3. Amendment of Section 10-321 of the MARION COUNTY CODE. Section 10-321 of the Marion County Code, entitled Findings, is hereby amended to add a new finding (13), as follows:

Sec. 10-321. Findings.

It is hereby ascertained, determined and declared:

. . .

(13) The Technical Study entitled "**Marion County Transportation Impact Fee Update Study Supplement**" dated June 6, 2025 and prepared by Benesch, including the assumptions, conclusions, supporting data sources, and findings therein, was employed in the calculation of the transportation impact fee rates imposed here is the most recent and localized data available for the Major Road Network System and was not more than 4 years old at the time of the study, and sets forth a reasonable methodology and analysis for the determination of the impact of **new fast-food restaurants with drive-thru features** on the needs and costs of additional transportation Capital Improvements in Marion County. The transportation impact fees rates included herein were adopted within twelve (12) months of the initiation of the technical study.

SECTION 4. AMENDMENT OF SECTION 10-327 OF THE MARION COUNTY CODE FEE SCHEDULE. Section 10-327 of the Marion County Code, entitled

Transportation Impact Fee Schedule, paragraph (b) is hereby amended by the addition in the fee schedule of ITE LUC **category 934** for the land use category (LUC) of **Fast-Food Restaurant with Drive-Thru**, under the heading of **SERVICES** in such Fee Schedule, the rates of which category shall take effect in accordance with the publication of notice provisions Section 5 of this Ordinance, but in no event earlier than October 1, 2025, as follows:

Marion County

Calculated Transportation Impact Fee Rates

ITE	Land Use	Unit	Transportation Impact Fee	70% Oct. 1, 2025	80% Oct. 1, 2026	90% Oct. 1, 2027	100% Oct. 1, 2028
	RESIDENTIAL:						
210	Single Family (Detached) - 1,500 sf or less	du	$4,388	$3,072	$3,510	$3,949	$4,388
	Single Family (Detached) - 1,501 to 2,499 sf	du	$5,318	$3,723	$4,254	$4,786	$5,318
	Single Family (Detached) - 2,500 sf and greater	du	$5,855	$4,099	$4,684	$5,270	$5,855
215	Single Family (Attached)	du	$4,606	$3,224	$3,685	$4,145	$4,606
220	Multi-Family Housing (Low-Rise, 1-3 floors)	du	$3,590	$2,513	$2,872	$3,231	$3,590
221/222	Multi-Family Housing (Mid/High-Rise, 4+ floors)	du	$2,412	$1,688	$1,930	$2,171	$2,412
240	Mobile Home Park	du	$1,945	$1,362	$1,556	$1,751	$1,945
251	Senior Adult Housing - Detached	du	$1,962	$1,373	$1,570	$1,766	$1,962
252	Senior Adult Housing - Attached	du	$1,319	$923	$1,055	$1,187	$1,319
	TRANSIENT, ASSISTED, GROUP:						
253	Congregate/Assisted Care Facility	du	$520	$364	$416	$468	$520
310	Hotel	room	$2,364	$1,655	$1,891	$2,128	$2,364
320	Motel	room	$1,136	$795	$909	$1,022	$1,136
620	Nursing Home	bed	$611	$428	$489	$550	$611
	RECREATION:						
411	Public Park	acre	$343	$240	$274	$309	$343
416	RV Park/Campground	site	$680	$476	$544	$612	$680
420	Marina	berth	$1,339	$937	$1,071	$1,205	$1,339
430	Golf Course	hole	$16,971	$11,880	$13,577	$15,274	$16,971
445	Movie Theater	screen	$19,609	$13,726	$15,687	$17,648	$19,609
492	Racquet Club/Health Spa	1,000 sf	$15,512	$10,858	$12,410	$13,961	$15,512
495	Recreational Community Center	1,000 sf	$12,405	$8,684	$9,924	$11,165	$12,405
	INSTITUTIONS:						
520	Elementary School (Private)	student	$678	$475	$542	$610	$678
522	Middle School (Private)	student	$637	$446	$510	$573	$637
525	High School (Private)	student	$657	$460	$526	$591	$657
540	University/Junior College (7,500 or	student	$1,125	$788	$900	$1,013	$1,125

	fewer students) (						
550	University/Junior College (more than 7,500 students	student	$835	$585	$668	$752	$835
560	Church	1,000 sf	$2,462	$1,723	$1,970	$2,216	$2,462
565	Day Care Center	1,000 sf	$6,365	$4,456	$5,092	$5,729	$6,365
590	Library	1,000 sf	$21,904	$15,333	$17,523	$19,714	$21,904
	MEDICAL:						
610	Hospital	1,000 sf	$5,213	$3,649	$4,170	$4,692	$5,213
640	Animal Hospital/Veterinary Clinic	1,000 sf	$2,773	$1,941	$2,218	$2,496	$2,773
	OFFICE:						
710	Office	1,000 sf	$4,766	$3,336	$3,813	$4,289	$4,766
720	Medical Office/Clinic	1,000 sf	$10,961	$7,673	$8,769	$9,865	$10,961
770	Business Park	1,000 sf	$5,638	$3,947	$4,510	$5,074	$5,638
	RETAIL:						
822	Retail 6,000 sfgla or less	1,000 sfgla	$1,866	$1,306	$1,493	$1,679	$1,866
822	Retail 6,001 to 40,000 sfgla	1,000 sfgla	$3,182	$2,227	$2,546	$2,864	$3,182
821	Retail 40,001 to 150,000 sfgla	1,000 sfgla	$6,435	$4,505	$5,148	$5,792	$6,435
820	Retail greater than 150,000 sfgla	1,000 sfgla	$6,944	$4,861	$5,555	$6,250	$6,944
840/ 841	New/Used Auto Sales	1,000 sf	$8,247	$5,773	$6,598	$7,422	$8,247
850	Supermarket	1,000 sf	$9,530	$6,671	$7,624	$8,577	$9,530
862	Home Improvement Superstore	1,000 sf	$4,030	$2,821	$3,224	$3,627	$4,030
880/ 881	Pharmacy/Drug Store with or w/o Drive-Thru	1,000 sf	$5,992	$4,194	$4,794	$5,393	$5,992
890	Furniture Store	1,000 sf	$1,939	$1,357	$1,551	$1,745	$1,939
	SERVICES:						
911	Bank/Savings Walk-In	1,000 sf	$5,792	$4,054	$4,634	$5,213	$5,792
912	Bank/Savings Drive-In	1,000 sf	$10,370	$7,259	$8,296	$9,333	$10,370
931	Restaurant	1,000 sf	$18,790	$13,153	$15,032	$16,911	$18,790
934	Fast Food Restaurant w/Drive-Thru	1,000 sf	$49,319	$34,523	$39,455	$44,387	$49,319
n/a	Small Local Restaurant	1,000 sf	$8,855	$6,199	$7,084	$7,970	$8,855
941	Quick Lube	service bay	$9,497	$6,648	$7,598	$8,547	$9,497
942	Automobile Care Center	1,000 sf	$6,694	$4,686	$5,355	$6,025	$6,694
944	Gas Station w/Convenience Store <2,000 sq ft	fuel pos.	$6,480	$4,536	$5,184	$5,832	$6,480
945	Gas Station w/Convenience Store 2,000 to 5,499 sq	fuel pos.	$9,947	$6,963	$7,958	$8,952	$9,947
	Gas Station w/Convenience Store 5,500+ sq ft	fuel pos.	$13,012	$9,108	$10,410	$11,711	$13,012
947	Self-Service Car Wash	service bay	$5,691	$3,984	$4,553	$5,122	$5,691
948	Automated Car Wash	car tunnel	*	*	*	*	*
	INDUSTRIAL:						
110	General Light Industrial	1,000 sf	$2,145	$1,502	$1,716	$1,931	$2,145
140	Manufacturing	1,000 sf	$2,083	$1,458	$1,666	$1,875	$2,083
150	Warehousing	1,000 sf	$755	$529	$604	$680	$755
151	Mini-Warehouse	1,000 sf	$425	$298	$340	$383	$425

154	High-Cube Transload and Short-Term Warehouse	1,000 sf	$621	$435	$497	$559	$621
n/a	Mine/Commercial Excavation	1,000 cy	$2.86	$2.00	$2.29	$2.57	$2.86

· Rate to be established by a new County study and adopted by subsequent ordinance amendment.

SECTION 5. NOTICE OF IMPACT FEES. The impact fees and rates for Fast-Food Drive-Thru restaurants adopted by this ordinance shall take effect following ninety (90) days from the publication of notice thereof. The notice shall be published once in a newspaper of general circulation within the County, which notice shall include: (A) a brief and general description of the specific transportation impact fees; (B) a description of the geographic area in which the transportation impact fees will be collected; (C) the transportation impact fee rates to be imposed for the specific Impact Fee Land Use Category; and (D) that the published rates will go into effect for all building permit applications received for the specific Impact Fee Land Use Category on the date specified in the notice, which date shall not be sooner than ninety (90) days after the date of publication of the notice.

SECTION 6. MISCELLANEOUS.

(a) If any clause, section, or provision of this Ordinance shall be declared unconstitutional or invalid for any reason or cause, the remaining portion of this Ordinance shall remain in full force and effect and be valid as if such invalid portion thereof had not been incorporated herein.

(b) It is the intention of the Board, and it is ordained that the relevant provisions of this Ordinance may be re-numbered or re-lettered to accomplish such

intentions; and that the word "Ordinance" may be changed to "Article" or any other appropriate word in the Code of Ordinances.

(c) The terms and provisions of this Ordinance shall be liberally construed to affect the purpose for which it is adopted.

(d) A copy of this Ordinance as enacted shall be filed by the Clerk of the Board by email with the office of the Secretary of the State of Florida within ten (10) days after enactment, and this Ordinance shall take effect upon receipt of official acknowledgment from the Secretary of State that this Ordinance has been filed with such office; provided that the impact fee rates shall take effect following the required publication of notice of such rates as provided herein.

DULY ADOPTED this 1st day of July, 2025 by a vote of 4 in favor and 1 opposed.

MARION COUNTY BOARD OF COUNTY COMMISSIONERS

Kathy Bryant

Kathy Bryant, Chairman

RECEIVED NOTICE FROM SECRETARY OF STATE ON JULY 7, 2025 ADVISING ORDINANCE WAS FILED ON JULY 2, 2025.

Attest:

Gregory C. Harrell
Clerk of the Circuit Court

APPROVED AS TO FORM:

Matthew "Guy" Minter
County Attorney

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7.1.25

Item 6C

FLORIDA DEPARTMENT of STATE

RON DESANTIS
Governor

CORD BYRD
Secretary of State

July 7, 2025

Gregory C. Harrell
Clerk of Court
Marion County
P.O. Box 1030
Ocala, FL 34478-1030

Dear Gregory Harrell:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of Marion County Ordinance No. 25-28, which was filed in this office on July 3, 2025.

Sincerely,

Alexandra Leijon
Administrative Code and Register Director

AL/dp

Susan Mills McAllister

From: County Ordinances <CountyOrdinances@dos.fl.gov>
Sent: Monday, July 07, 2025 02:24 PM
To: Susan Mills McAllister; County Ordinances
Cc: Debra Windberg; Debra Lewter; Jared Thornton
Subject: RE: MRN20250701_ORDINANCE_2025_28
Attachments: Marion20250703_Ordinance25_28_Ack.pdf

Good afternoon,

Attached is the acknowledgement letter for Marion County Ordinance 25-28.

Thank you,

David Parrish
Government Operations Consultant II
Office of the General Counsel
Department of State
Room 701 – The Capitol – Tallahassee, FL
P: (850) 245-6270

From: Susan Mills McAllister <SusanM@marioncountyclerk.org>
Sent: Thursday, July 3, 2025 1:49 PM
To: County Ordinances <CountyOrdinances@dos.fl.gov>
Cc: Debra Windberg <DebraW@marioncountyclerk.org>; Debra Lewter <DebraL@marioncountyclerk.org>; Jared Thornton <jaredt@marioncountyclerk.org>
Subject: MRN20250701_ORDINANCE_2025_28

EMAIL RECEIVED FROM EXTERNAL SOURCE

The attachments/links in this message have been scanned by Proofpoint.

Good morning Ms. Grosenbaugh,

Pursuant to provisions of Florida Statutes, attached for filing in your office is an electronic pdf copy of Marion County Ordinance 25-28, which was adopted by the Marion County Board of County Commissioners on Tuesday, July 1, 2025.

Please advise our office of the date on which this Ordinance was filed.

Thank you in advance for your cooperation in this matter.

Sincerely,

Susan Mills McAllister

From: Municode Ords Admin <MunicodeOrds@civicplus.com>
Sent: Friday, July 11, 2025 04:28 PM
To: Susan Mills McAllister
Subject: RE: Marion County, FL Code of Ordinances - 1985(10237), Marion County, FL Land Development Code - 2013(13949) OrdBank

We have received your file.

Thank you and have a nice day,

Ords Administrator • **CivicPlus**
MunicodeOrds@civicplus.com
1-800-262-2633
P.O. Box 2235
Tallahassee, FL 32316

When available, please send all documents in WORD format to MunicodeOrds@civicplus.com. However, if WORD format is not available, we welcome any document format including PDF.

ems (she/her/hers)
civicplus.com

CIVICPLUS Powering and Empowering Local Governments

From: Susan Mills McAllister <SusanM@marioncountyclerk.org>
Sent: Friday, July 11, 2025 2:05 PM
To: Municode Ords Admin <MunicodeOrds@civicplus.com>; Municode Ords Admin <MunicodeOrds@civicplus.com>
Cc: Debra Windberg <DebraW@marioncountyclerk.org>; Debra Lewter <DebraL@marioncountyclerk.org>; Jared Thornton <jaredt@marioncountyclerk.org>
Subject: Marion County Ordinance 25-28

Good afternoon,

Attached is Ordinance 25-28, relating to the Government Use (G-U) classification, which was adopted by the Marion County Board of County Commissioners on Tuesday, July 1, 2025.

Please advise of any problem you may have opening the attached Word documents.

Susan Mills McAllister

Clerk, Commission Records
352-671-5727 | SusanM@marioncountyclerk.org
Office of Gregory C. Harrell
Marion County Clerk of Court and Comptroller
PO Box 1030, Ocala FL 34478-1030
352-671-5604 | www.marioncountyclerk.org
"Here to serve and protect the public trust"

ORDINANCE 25 – 28

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE (LDC) RELATED TO ARTICLE 4, DIVISION 2, SECTION 4.2.30, GOVERNMENT USE (G-U) CLASSIFICATION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE LAND DEVELOPMENT CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners is authorized by general law, e.g., Section 125.01(h), Florida Statutes, to establish, coordinate, and enforce zoning and such business regulations as are necessary for the protection of the public; and

WHEREAS, the Board of County Commissioners (Board) has adopted a Land Development Code (LDC) as is required by Section 163.3202, Florida Statutes; and

WHEREAS, pursuant to LDC Section 2.4.3, the Land Development Regulation Commission held a duly noticed public hearing on this proposed ordinance amending the LDC on May 21, 2025; and

WHEREAS, pursuant to LDC Section 2.4.4, the Board of County Commissioners held duly noticed public hearings on this proposed ordinance amending the LDC on June 4, 2025, and July 1, 2025;

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Marion County, Florida, as follows:

Note: Deletions are shown in strikeout text. Additions are shown in underscore text.

SECTION 1. AMENDMENTS TO THE LAND DEVELOPMENT CODE (LDC). The following amendments to the LDC are hereby approved and adopted pursuant to Florida Statutes and the Marion County Land Development Code:

A. Article 4 of the Marion County Land Development Code, Zoning, Division 2, Section 4.2.30, Government Use (G-U) Classification is hereby amended to reflect the attached revised language:

See Attachment 1 (additions shown in <u>underline text</u>, deletions shown in ~~strike-through text~~).

SECTION 2. CONFLICTS. In the event that any provision of this ordinance is in conflict with any other county ordinance, the provisions of this ordinance shall prevail to the extent of such conflict.

SECTION 3. SEVERABILITY. It is hereby declared to be the intent of the Board of County Commissioners of Marion County that if any section, subsection, clause, phrase, or provision of this ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining provisions of this ordinance. The Board of County Commissioners does not intend that this ordinance be held applicable in any case where its application would be unconstitutional, as a constitutionally permitted construction is intended and shall be given.

SECTION 4. INCLUSION IN COUNTY CODE. It is the intent of the Board of County Commissioners of Marion County, Florida, and it hereby provided that the provisions of this ordinance be incorporated into the Marion County Code of Ordinances, specifically, the Land Development Code, and that the sections of this ordinance may be re-numbered or re-lettered to accomplish such intent.

SECTION 5. EFFECTIVE DATE. A certified copy of this ordinance shall be filed with the Secretary of State by the Clerk within ten days after enactment by the Board of County Commissioners, and shall take effect upon such filing as provided in Section 125.66(2)(b), Florida Statutes.

DULY ADOPTED this 1st day of July, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

KATHY BRYANT, CHAIRMAN

RECEIVED NOTICE FROM SECRETARY OF STATE ON JULY 7, 2025
ADVISING ORDINANCE WAS FILED ON JULY 3, 2025.

ATTEST:

GREGORY C. HARRELL
CLERK OF CIRCUIT COURT

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

MATTHEW G. MINTER
COUNTY ATTORNEY

LDC CODE UPDATE	
DATE:	January 27, 2025
LDC SECTION:	Section 4.2.30 Government Use (G-U) Classification
COMP PLAN REFERENCE:	N/A

DISCUSSION:

Background

Section 4.2.30 of the Land Development Code outlines uses permitted and permissible by Special Use Permit within the Government Use (G-U) zoning category. Currently, the G-U zoning category does not provide for any uses as permissible by right and all uses must obtain a Special Use Permit. The text changes identify uses that are recommended to be permitted by right within the G-U zoning category, based on the premise that the proposed allowable uses are generally not impactful to surrounding properties, and that they are allowed by right in other zoning categories.

Changes to the LDC Section

Changes to the text of Section 4.2.30 Government Use (G-U) address the following issues.

1. Add a Permitted Use subsection to the G-U zoning category and revise letter subsection sequencing accordingly.
2. Move the following list of uses from the Special Uses (requiring permit) subsection to the newly created Permitted Use subsection of the G-U zoning category:
   a. Fire Station
   b. Library
   c. Park and Recreation Areas up to ten acres
   d. Post Office
   e. Schools
   f. Sheriff's Substation
   g. Government Owned Auditorium up to 250 seats
3. Add the use "Government Administrative Use such as office buildings and similar uses" to the newly created Permitted Uses subsection.
4. Following adoption of these changes, the allowable uses for G-U in the zoning tables will need to be updated.

Attachments: Redline LDC Changes to Section 4.2.30 Government Use (G-U) Classification

Sec. 4.2.30. Government Use (G-U) classification.

A. ~~A.~~ Intent of Classification. The Governmental Use classification is intended to apply to those areas where the only activities conducted are those of the U. S. Government, State of Florida, and Marion County Board of Commissioners, Marion County School Board or incorporated communities in Marion County.

B. ~~B.~~ Permitted Use:

Fire station

Library

Park and recreation areas up to ten acres in size~~.~~

Post Office

~~Schools~~

Sheriff's Substation

Government owned assembly/auditorium/conference center up to 250 seats

Government Administrative Use such as office buildings and similar uses

C. ~~B~~C. Special Uses (requiring permit):

Airport

Armory

Equipment yards

~~Fire station~~

Garbage transfer station~~.~~

Gas meter facility and supply lines, high pressure (except where such permits are pre-empted by state or federal regulations)

Government owned assembly/auditorium/conference center greater than 250 seats

Hospital (County owned)

Landfill, any type

Landfill, construction, and demolition

Park and recreation areas greater than ten acres in size~~Park and recreation areas~~

Penal institution, jail

Post Office (US Postal Service owns land and building)

Schools

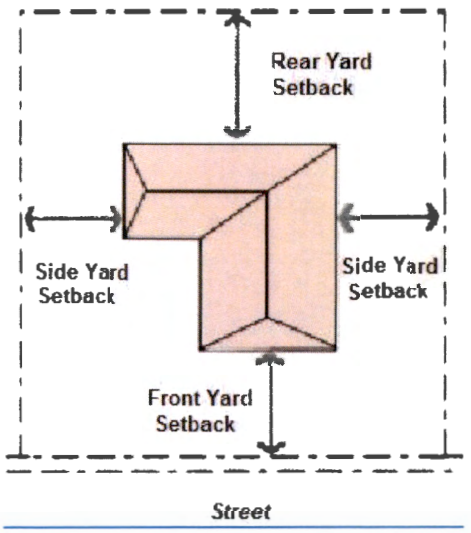
Sewage treatment plants with an inflow exceeding 5,000 gallons per day

~~Sheriff's Substation~~

Sprayfields or other type of effluent disposal area when application rate exceeds 5,000 gallons per day, if allowed by law

Water wellfields

D. Development Standards:



Minimum Lot Area: None

Minimum Lot Width: None

Maximum Building Height: 50 feet

Maximum Floor Ratio: 1.0

E. Setbacks:

Minimum Front Setback: 40 feet

Minimum Rear Setback: 25 feet

Minimum Side Setback: 10 feet

F. Special Requirements

1. For items requiring a special use permit approval, applications shall be accompanied by Architectural renderings and conceptual plan for the proposed facilities.

(Ord. No. 17-08, § 2(Exh. A), 4-11-2017)

LDC CODE UPDATE	
DATE:	January 27, 2025
LDC SECTION:	Section 4.2.30 Government Use (G-U) Classification
COMP PLAN REFERENCE:	N/A

DISCUSSION:

Background

Section 4.2.30 of the Land Development Code outlines uses permitted and permissible by Special Use Permit within the Government Use (G-U) zoning category. Currently, the G-U zoning category does not provide for any uses as permissible by right and all uses must obtain a Special Use Permit. The text changes identify uses that are recommended to be permitted by right within the G-U zoning category, based on the premise that the proposed allowable uses are generally not impactful to surrounding properties, and that they are allowed by right in other zoning categories.

Changes to the LDC Section

Changes to the text of Section 4.2.30 Government Use (G-U) address the following issues.

1. Add a Permitted Use subsection to the G-U zoning category and revise letter subsection sequencing accordingly.
2. Move the following list of uses from the Special Uses (requiring permit) subsection to the newly created Permitted Use subsection of the G-U zoning category:
   a. Fire Station
   b. Library
   c. Park and Recreation Areas up to ten acres
   d. Post Office
   e. Schools
   f. Sheriff's Substation
   g. Government Owned Auditorium up to 250 seats
3. Add the use "Government Administrative Use such as office buildings and similar uses" to the newly created Permitted Uses subsection.
4. Following adoption of these changes, the allowable uses for G-U in the zoning tables will need to be updated.

Attachments: Redline LDC Changes to Section 4.2.30 Government Use (G-U) Classification

Sec. 4.2.30. Government Use (G-U) classification.

A. Intent of Classification. The Governmental Use classification is intended to apply to those areas where the only activities conducted are those of the U. S. Government, State of Florida, and Marion County Board of Commissioners, Marion County School Board or incorporated communities in Marion County.

B. Permitted Use:

Fire station

Library

Park and recreation areas up to ten acres in size

Post Office

Sheriff's Substation

Government owned assembly/auditorium/conference center up to 250 seats

Government Administrative Use such as office buildings and similar uses

C. C. Special Uses (requiring permit):

Airport

Armory

Equipment yards

Garbage transfer station

Gas meter facility and supply lines, high pressure (except where such permits are pre-empted by state or federal regulations)

Government owned assembly/auditorium/conference center greater than 250 seats

Hospital (County owned)

Landfill, any type

Landfill, construction, and demolition Park and recreation areas greater than ten acres in size

Penal institution, jail Post Office (US Postal Service owns land and building)

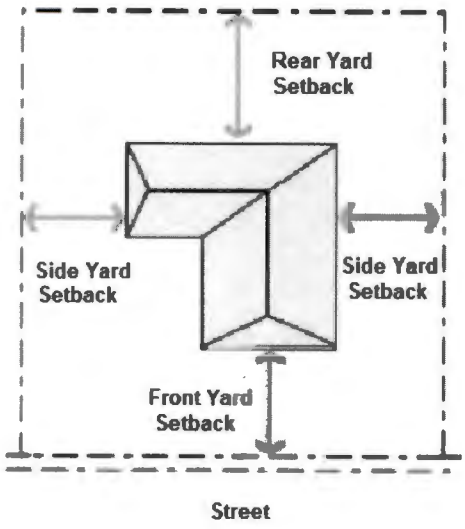
Schools

Sewage treatment plants with an inflow exceeding 5,000 gallons per day

Sprayfields or other type of effluent disposal area when application rate exceeds 5,000 gallons per day, if allowed by law

Water wellfields

D. Development Standards:



Minimum Lot Area: None

Minimum Lot Width: None

Maximum Building Height: 50 feet

Maximum Floor Ratio: 1.0

E. Setbacks:

Minimum Front Setback: 40 feet

Minimum Rear Setback: 25 feet

Minimum Side Setback: 10 feet

F. Special Requirements
1. For items requiring a special use permit approval, applications shall be accompanied by Architectural renderings and conceptual plan for the proposed facilities.

(Ord. No. 17-08, § 2(Exh. A), 4-11-2017)

FLORIDA DEPARTMENT of STATE

RON DESANTIS
Governor

CORD BYRD
Secretary of State

July 7, 2025

Gregory C. Harrell
Clerk of Court
Marion County
P.O. Box 1030
Ocala, FL 34478-1030

Dear Gregory Harrell:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of Marion County Ordinance No. 25-29, which was filed in this office on July 3, 2025.

Sincerely,

Alexandra Leijon
Administrative Code and Register Director

AL/dp

Susan Mills McAllister

From: County Ordinances <CountyOrdinances@dos.fl.gov>
Sent: Monday, July 07, 2025 02:23 PM
To: Susan Mills McAllister; County Ordinances
Cc: Debra Windberg; Debra Lewter; Jared Thornton
Subject: RE: MRN20250701_ORDINANCE_2025_29
Attachments: Marion20250703_Ordinance25_29_Ack.pdf

Good afternoon,

Attached is the acknowledgement letter for Marion County Ordinance 25-29.

Thank you,

David Parrish
Government Operations Consultant II
Office of the General Counsel
Department of State
Room 701 – The Capitol – Tallahassee, FL
P: (850) 245-6270

From: Susan Mills McAllister <SusanM@marioncountyclerk.org>
Sent: Thursday, July 3, 2025 2:09 PM
To: County Ordinances <CountyOrdinances@dos.fl.gov>
Cc: Debra Windberg <DebraW@marioncountyclerk.org>; Debra Lewter <DebraL@marioncountyclerk.org>; Jared Thornton <jaredt@marioncountyclerk.org>
Subject: MRN20250701_ORDINANCE_2025_29

EMAIL RECEIVED FROM EXTERNAL SOURCE

The attachments/links in this message have been scanned by Proofpoint.

Good morning Ms. Grosenbaugh,

Resending to **correct Subject Line** to reflect Ordinance MRN20250701_ORDINANCE_2025_**29**

Pursuant to provisions of Florida Statutes, attached for filing in your office is an electronic pdf copy of Marion County Ordinance 25-29, which was adopted by the Marion County Board of County Commissioners on Tuesday, July 1, 2025.

Please advise our office of the date on which this Ordinance was filed.

Thank you in advance for your cooperation in this matter.

Susan Mills McAllister

From: Municode Ords Admin <MunicodeOrds@civicplus.com>
Sent: Friday, July 11, 2025 04:28 PM
To: Susan Mills McAllister
Subject: RE: Marion County, FL Code of Ordinances - 1985(10237), Marion County, FL Land Development Code - 2013(13949) OrdBank

We have received your file.

Thank you and have a nice day,

Ords Administrator • **CivicPlus**
MunicodeOrds@civicplus.com
1-800-262-2633
P.O. Box 2235
Tallahassee, FL 32316

When available, please send all documents in WORD format to MunicodeOrds@civicplus.com. However, if WORD format is not available, we welcome any document format including PDF.

ems (she/her/hers)
civicplus.com

CIVICPLUS Powering and Empowering Local Governments

From: Susan Mills McAllister <SusanM@marioncountyclerk.org>
Sent: Friday, July 11, 2025 2:12 PM
To: Municode Ords Admin <MunicodeOrds@civicplus.com>; Municode Ords Admin <MunicodeOrds@civicplus.com>
Cc: Debra Windberg <DebraW@marioncountyclerk.org>; Debra Lewter <DebraL@marioncountyclerk.org>; Jared Thornton <jaredt@marioncountyclerk.org>
Subject: Marion County Ordinance 25-29

Good afternoon,

Attached is Ordinance 25-29, relating to Floodplain Management, which was adopted by the Marion County Board of County Commissioners on Tuesday, July 1, 2025.

Please advise of any problem you may have opening the attached Word documents.

Susan Mills McAllister
Clerk, Commission Records
352-671-5727 | SusanM@marioncountyclerk.org
Office of Gregory C. Harrell
Marion County Clerk of Court and Comptroller
PO Box 1030, Ocala FL 34478-1030
352-671-5604 | www.marioncountyclerk.org
"Here to serve and protect the public trust"

ORDINANCE 25 – 29

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AMENDING THE LAND DEVELOPMENT CODE (LDC) RELATED TO ARTICLE 1, DIVISION 2, DEFINITIONS, AMENDING ARTICLE 5, DIVISION 3, FLOODPLAIN MANAGEMENT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE LAND DEVELOPMENT CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners is authorized by general law, e.g., Section 125.01(h), Florida Statutes, to establish, coordinate, and enforce zoning and such business regulations as are necessary for the protection of the public; and

WHEREAS, the Board of County Commissioners (Board) has adopted a Land Development Code (LDC) as is required by Section 163.3202, Florida Statutes; and

WHEREAS, pursuant to LDC Section 2.4.3, the Land Development Regulation Commission held a duly noticed public hearing on this proposed ordinance amending the LDC on May 21, 2025; and

WHEREAS, pursuant to LDC Section 2.4.4, the Board of County Commissioners held duly noticed public hearings on this proposed ordinance amending the LDC on June 4, 2025, and July 1, 2025;

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Marion County, Florida, as follows:

Note: Deletions are shown in strikeout text. Additions are shown in underscore text.

SECTION 1. AMENDMENTS TO THE LAND DEVELOPMENT CODE (LDC). The following amendments to the LDC are hereby approved and adopted pursuant to Florida Statutes and the Marion County Land Development Code:

A. Article 1, Division 2, Definitions and Article 5, Division 3, Floodplain Management of the Marion County Land Development Code, Zoning, is hereby amended to reflect the attached revised language:

See Attachment 1 (additions shown in underline text, deletions shown in ~~strike-through text~~).

SECTION 2. CONFLICTS. In the event that any provision of this ordinance is in conflict with any other county ordinance, the provisions of this ordinance shall prevail to the extent of such conflict.

SECTION 3. SEVERABILITY. It is hereby declared to be the intent of the Board of County Commissioners of Marion County that if any section, subsection, clause, phrase, or provision of this ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining provisions of this ordinance. The Board of County Commissioners does not intend that this ordinance be held applicable in any case where its application would be unconstitutional, as a constitutionally permitted construction is intended and shall be given.

SECTION 4. INCLUSION IN COUNTY CODE. It is the intent of the Board of County Commissioners of Marion County, Florida, and it hereby provided that the provisions of this ordinance be incorporated into the Marion County Code of Ordinances, specifically, the Land Development Code, and that the sections of this ordinance may be re-numbered or re-lettered to accomplish such intent.

SECTION 5. EFFECTIVE DATE. A certified copy of this ordinance shall be filed with the Secretary of State by the Clerk within ten days after enactment by the Board of County Commissioners, and shall take effect upon such filing as provided in Section 125.66(2)(b), Florida Statutes.

DULY ADOPTED this 1st day of July, 2025.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

KATHY BRYANT, CHAIRMAN

RECEIVED NOTICE FROM SECRETARY OF STATE ON JULY 7, 2025
ADVISING ORDINANCE WAS FILED ON JULY 3, 2025.

ATTEST:

GREGORY C. HARRELL
CLERK OF CIRCUIT COURT

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

MATTHEW G. MINTER
COUNTY ATTORNEY

LDC CODE UPDATE	
DATE:	February 21,2025
LDC SECTION:	Article 1, Division 2 Definitions Article 5, Division 3 Floodplain Management
COMP PLAN REFERENCE:	N/A

DISCUSSION:

Background

During recent talks with Florida Division of Emergency Management it was brought to our attention we needed to make changes to our Land Development Code to stay in compliance with our 7 rating for the CRS/NFIP program which allows our citizens of Marion County to obtain a 15% discount off their Flood Insurance Premiums.

Changes to the LDC Article 1, Division 2 Definitions

1. Changes to the text on some definitions will state the following sentence:

This definition is not for the purposes of floodplain management under Article 5, Division 3.

2. Remove the following definitions, they are not required for NFIP compliance;
   - Floodplain Management
   - Floodplain Management Regulations
   - Program Deficiency
3. Changes need to be made for Structure and Market Value Definitions.
4. Two other minor edits for two other definitions.

Article 5, Division 3 Floodplain Management

1. Changing the word section to Division throughout Article 5, along with changing the word ordinance to division for Sec.5.3.1, General (A).
2. 5.3.2 Applicability (E), adding in ordinance or regulation in……
3. 5.3.11 (E) changing last sentence from Section 5.3.5 to "5.13.5 of the Land Development Code has been met".
4. Sec.5.3.12 (E), changing Elevation as agreed by the LDRC panel to the following; "All manufactured homes that are placed, replaced, or substantially improved in flood hazard areas shall be elevated such that the bottom of the frame is at or above the base flood elevation plus one foot."
5. Removing 5.3.12 (F) and (G)

DIVISION 2. DEFINITIONS

Unless otherwise expressly stated, for the purposes of this Code, the following terms shall have the meaning indicated herein.

ABANDONED WELL. A well which has its use permanently discontinued, is in such disrepair that its continued use for obtaining groundwater is impractical, has been left uncompleted, is a threat to groundwater resources, or otherwise is or may be a health or safety hazard.

ABROGATION. To close, vacate, or abandon a right-of-way.

ACCESSORY BUILDING OR STRUCTURE (APPURTENANT STRUCTURE). A subordinate building or structure on the same lot, or parcel, or on a contiguous parcel which is occupied by, or devoted to, an accessory use.

ALTERATION OF A WATERCOURSE. A dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

ACCESSORY USE. A use naturally and normally incidental and subordinate to the principal use of a structure or land and located on the same lot, or parcel or on a parcel contiguous to the principal use to which it relates.

ACTIVE RECREATION. Recreational activities that occur in areas that require substantial structural development and investment, such as playing fields, courts or other facilities. Examples of active recreation include soccer, baseball, swimming in a pool, tennis and basketball. Active recreation differs from passive recreation primarily by the facilities that are required to undertake an activity.

ADDITION. An extension or increase in floor area or height of a building or structure.

ADULT BOOKSTORE OR FILM STORE. An establishment having as a substantial portion of its stock in trade books, magazines, other periodicals, films, video tapes, video disks, or similar items which are distinguished or characterized by their emphasis on matter depicting, describing or relating to "specified sexual activities" or "specified anatomical areas."

ADULT BOOTH. A small enclosed or partitioned area inside an adult entertainment establishment that is:

A. Designed or used for the viewing of adult material by one or more persons; and

B. Accessible to all persons, regardless of whether a fee is charged for access.

The term "adult booth" includes but is not limited to a "peep show" booth, or other booth used to view "adult material." The term "adult booth" does not include a foyer through which a person can enter or exit the establishment, or a rest room.

ADULT CABARET. A bar, lounge, club, or other establishment which may sell alcoholic or non-alcoholic beverages or food and which features as part of the regular entertainment topless or bottomless dancers, strippers, whether male or female, or similar entertainers whose acts are characterized by an emphasis on matter depicting, describing, or relating to "specified sexual activities" or "specified anatomical areas." This definition shall include Adult Encounter Parlor, Adult Lounge, Adult Novelties, Adult Entertainment, and Adult Modeling Studio.

ADULT THEATER OR MINI-MOTION PICTURE THEATER OR DRIVE-IN. An enclosed building or drive-in with a capacity for fewer than 50 persons in which a substantial portion of the material presented is distinguished or characterized by an emphasis on matter depicting, describing or relating to "specified sexual activities" or "specified anatomical areas" for observation by patrons therein.

ADULT THEATER OR MOTION PICTURE THEATER OR DRIVE-IN. An enclosed building or drive-in with a capacity of 50 or more persons in which a substantial portion of the material presented is distinguished or characterized by an emphasis on matter depicting, describing or relating to "specified sexual activities" or "specified anatomical areas" for observation by patrons therein.

ADVERTISING. Sign copy or materials intended to directly or indirectly promote the sale or use of a product, service, commodity, entertainment, or real or personal property.

AGRICULTURAL USES. Those uses of land which involve the science and art of production of plants and animals useful to man including to a variable extent, the preparation of these products for man's use and their disposal by marketing or otherwise. These shall include horticulture, floriculture, viticulture, aquaculture, forestry, dairy, livestock, including the breeding and/or training of horses, poultry, bees, ratites, and any and all forms of farm products and farm production.

AIR GAP. A physical separation between the free flowing discharge and an open or non-pressure receiving vessel.

ALTERATION. Any change in size, shape, character, or use of a building or structure.

ALTERATION OF A WATERCOURSE. A dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

ANIMAL FEEDING OPERATION. As defined in § 62-670.200 FAC.

ANIMAL UNIT. As defined in § 62-670.200 FAC.

ANTENNA. Any exterior apparatus designed to transmit or receive communications as authorized by the Federal Communication Commission (FCC). The term "antenna" shall not include satellite earth stations used to receive direct-to-home satellite services as defined in 47 USC § 303(v). An array of antennas, installed at one time and designed as a single, integrated system, shall be considered to be a single antenna.

ANTENNA SUPPORT STRUCTURE. Any building or other structure other than a tower, which can be used for the location of an antenna. An antenna support structure shall be referred to as a "utilized antenna support structure" if it is or has been used for the location of an antenna.

ANTIQUATED SUBDIVISION. A subdivision, subdivision series, or any portion of a subdivision or subdivision series, identified by the Board in which further or continued development of that subdivision is deemed undesirable consistent with the provisions of § 163.3164 FS.

APPEAL. The process of seeking a higher authority's determination as established by this Code when a specific decision or determination made by designated staff, committee, or board is disputed. As it pertains to floodplain management, request for a review of the Floodplain Administrator's interpretation of any provision of ~~this ordinance~~Article 5, Division 3.

APPLICANT. The property owner, the duly authorized representative of the property owner, or the lessee or occupant of said property who submits a County service or development application to and for said property and who can be bound to all legal obligations related to such request.

AQUACULTURE. The commercial production of fin fish and shellfish, such as crustaceans and mollusks, within a confined space and under controlled feeding, sanitation, and harvesting procedures.

AREA OF SHALLOW FLOODING. A designated AO or AH Zone on the community's Flood Insurance Rate Map (FIRM) with base flood depths from one to three feet where a clearly defined channel does not exist, where the

path of flooding is unpredictable and indeterminate, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

ASCE 24. A standard titled Flood Resistant Design and Construction that is referenced by the Florida Building Code. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.

AS-BUILT/RECORD SURVEY. A record of completed construction drawings documenting the actual construction work as it exists in the field, including any changes made from the originally approved plans, meeting the requirements as set forth in § 5J-17.52(1) FAC, and signed, sealed, and dated by a Professional Surveyor and Mapper licensed by the State of Florida.

AUTOMOBILE WRECKING YARD. Premises used for the dismantling or disassembling of two or more used motor vehicles or trailers, or the business of storage, sale, or dumping of dismantled, obsolete or wrecked vehicles, trailers or their parts; a junk yard.

AUXILIARY WATER SUPPLY SYSTEM. A pressurized or pumping-ready water supply system other than a public potable water system which is located on or available to the customer's property whether or not connected to a distribution system within the property. Such auxiliary systems include but are not limited to reclaimed water systems and private wells, as further defined in AWWA M-14 most current edition.

AVAILABLE CAPACITY. An existing central water or sewer system shall be deemed to have "available capacity," if: (a) as to a central water or sewer system, it is capable of providing central service concurrently with the proposed build-out schedule of the project without the applicant having to expand the facility providing treatment for the water to and/or the wastewater from the project; provided, however, if it is necessary for the Marion County Utility Department to so expand the treatment facility, the applicant may be required to prepay capital charges imposed for such facility; and (b) as to a central water or sewer system, its existing water or sewer lines are of sufficient size and capacity to accommodate the water or sewer requirements of the project without the applicant having to reconstruct the existing lines. This requirement concerns existing lines, only, and does not excuse an applicant from having to construct new lines from its project to the point of connection to the central water or sewer system. Further, if it is necessary to replace the existing lines, the County may require the applicant to pay to reconstruct existing lines, within the applicant's required connection distance, in an amount equal to what it would have cost the applicant to originally construct such lines of sufficient size and capacity to accommodate the applicant's project. This does not preclude the County from requiring the developer to upsize the lines in exchange for additional Equivalent Residential Connection credits.

AVIARY. A place for keeping birds confined, including but not limited to a large enclosure where birds fly free, a structure where birds are confined in cages, or large cages where birds are confined. A residential structure containing nine or more birds shall be considered an aviary.

BACKFLOW PREVENTION ASSEMBLY. A mechanical assembly which is supplied with properly located resilient-seated shut-off valves at each end of the assembly and properly located test cocks, and meets the standards of the University of Southern California's Foundation for Cross-Connection Control and Hydraulic Research and complies with the standard listed in the Florida Building Code as adopted by Marion County.

BACKFLOW PREVENTION DEVICE. A mechanical device or plumbing configuration which is designed to prevent backflow.

BAR. Any place devoted primarily to the retail sale and on premises consumption of malt, vinous, or other alcoholic beverages; a tavern.

BASE FLOOD. The flood having a one percent chance of being equaled or exceeded in any given year (also called the "one percent annual chance flood," "100-year flood" and the "regulatory flood"). [Also defined in FBC, B, Section 202.]

BASE FLOOD ELEVATION. The elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the Flood Insurance Rate Map (FIRM). [Also defined in FBC, B, Section 202.]

BASEMENT. The portion of a building having its floor subgrade (below ground level) on all sides. [Also defined in FBC, B, Section 202; see "Basement (for flood loads)".]

BED AND BREAKFAST INN. A building, or part thereof, other than a motel or hotel, where sleeping accommodations are provided for transient guests, and may also serve as the residence of the owner or manager.

BEEKEEPING. The keeping or raising of bees for commercial purposes.

BERM. A mound of soil, either natural or manmade.

BIORETENTION FACILITY. An area which provides retention of stormwater through the use of vegetated depressions of approximately four to nine inches in depth with landscaping and engineered soil matrix, designed to collect, store, and infiltrate stormwater runoff. The invert of a bioretention facility is the bottom of the engineered soil matrix.

BOARD. The Marion County Board of County Commissioners.

BOAT YARD. A lot, tract, or parcel where facilities for the construction, reconstruction, major repair, maintenance, or sale of boats, marine engines, equipment, and services of all kinds are provided including marine railways, lifting, or launching services and marinas.

BOTTLE CLUB. A commercial premises to which any alcoholic beverage is brought for consumption on the premises.

BREAKAWAY WALL. A wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces without causing damage to the elevated portion of the building or the supporting foundation system.

BUFFER. An area within a property or site, generally adjacent to and parallel with the property line, either consisting of natural existing vegetation or created by the use of trees, shrubs, buffer walls, buffer fences, or berms, designed to limit continuously the view of or sound from the site to adjacent sites, properties, or water bodies.

BUFFER FENCE. A permanent opaque vertical structure providing a barrier with a finished height of six feet measured from the adjacent grade or at a height as required otherwise.

BUFFER WALL. A permanent opaque vertical structure with concrete components including, but not limited to pillars, panels, block or brick, used within a buffer meeting the requirements of the Florida Building Code, and providing a barrier (whether for sound, wind, or, views) with a finished height of six feet measured from the adjacent grade or at a height as required otherwise.

BUILDABLE AREA. As it relates to hamlets, Rural Village District, and Rural Town, the remaining land area eligible for development purposes once areas of open space and open water are subtracted from the gross development lot/parcel/site.

BUILDING. Any structure designed for the habitation of persons or animals or for shelter of property.

BUILDING PERMIT. A permit issued by Marion County pursuant to the provisions of Article 2 of the Marion County Code of Ordinances, consistent with the provisions of the Florida Building Code as established by the State of Florida.

BUILDING SIGN. A sign displayed upon or attached to any part of the exterior of a building, including walls, windows, doors, parapets, marquees, and roof slopes of 45 degrees or steeper.

BUSINESS OR PROFESSIONAL OFFICE. A space within a building where commercial service activity is primarily conducted which may involve the sale of goods or commodities purely incidental to business services provided.

CALIPER OR TREE CALIPER. Tree caliper means an American National Standards Institute (ANSI) standard for the measurement of nursery trees. For trees up to six inches in diameter, caliper is measured at six inches above the ground level. Trees that are seven to twelve-inch caliper are measured at twelve inches above the ground.

CAMOUFLAGED ANTENNA AND/OR TOWER. A wireless communication antenna and/or tower designed to unobtrusively blend into the existing surroundings and be disguised to not have the appearance of a wireless communication antenna and/or tower. Camouflaged antennas and/or towers on buildings must be disguised to appear as an accessory structure or feature that is normally associated with the principal use occupying the property. Camouflaged antennas and/or towers must be disguised to blend in with other facilities on the property or existing vegetation, such as a tower constructed in the form and shape of a tree to be part of a forested area, or an antenna and/or tower constructed to be a component of a bell, clock, or water tower on sites with compatible buildings, or a component of a church steeple on sites with churches. Surface finish, paint and/or markings alone are insufficient to qualify for a determination as a camouflaged antenna and/or tower.

CAPACITY. Supply of public facility:

A. Available - capacity of public facility after subtracting demand and reserved capacity.

B. Design - capacity that public facility was designed for.

C. Programmed - capacity to be added to public facility by improvement.

D. Reserved - capacity that has been reserved for a specific development project.

CAPACITY RESERVATION FEE. Fee required which reserves facility capacity. Fee is credited towards applicable impact fees.

CAPITAL IMPROVEMENT. A physical asset constructed or purchased to provide, increase the capacity of, or replace a public facility.

CARPORT. A garage not completely enclosed by walls and doors.

CENTRALIZED SYSTEM. A water withdrawal, treatment, and distribution system (including fire hydrants) or a wastewater collection, treatment, and dispersal system that serves the needs of one or more residential or non-residential development projects. Centralized systems are generally owned, operated, and maintained by Marion County, a city, or a Public Service Commission-certificated entity. Types of facilities and systems not covered by the foregoing general definition are found in § 367.022 FS.

CHANGE OF USE. A discontinuance of an existing use and the substitution of a use of a different kind or class.

CLEAN DEBRIS. Any solid waste material that is virtually inert, that is not a pollution threat to ground or surface waters, that is not a fire hazard, and that is likely to retain its chemical and physical structure under expected conditions of disposal or use. The term includes earth, brick, glass, ceramics, and uncontaminated concrete including embedded pipe or steel, and other wastes designated by the FDEP.

CLEAN FILL. Granular soil free of roots, other vegetative material, and debris typically represented by an AASHTO Soil Classification A-3. Other AASHTO soil classifications may satisfy a requirement for "clean fill" if they meet industry specifications for various fill operations as accepted by FDOT or the Florida Building Code.

CLEARING. The uprooting or removal of vegetation in connection with development. This term does not include yard maintenance operations or other such routine property clean-up activities.

CLOSED BASIN. An internally drained watershed in which the runoff does not have a surface outfall up to and including the 100-year flood elevation.

CLUSTER DEVELOPMENT. A development design technique that concentrates buildings and infrastructure in specific areas on a site to allow the remaining land to be used for open space, preservation of environmentally sensitive areas, or agriculture.

CLUSTERING. The grouping together of principal structures and infrastructure on a portion or portions of a development site.

COLLOCATION. As it relates to antennas, the process of locating two or more antennas on an existing or proposed tower or antenna support structure.

COMMERCIAL VEHICLE. Any vehicle designed or used for the transport of people, livestock, goods, or things. This does not include private passenger vehicles and/or trailers used for private nonprofit transport of goods.

COMMERCIALLY DEVELOPED PARCEL. A parcel of property on which there is at least one walled and roofed structure used, or designed to be used, for purposes other than residential or agricultural.

COMMUNITY CENTER. A building designed and used as a meeting or recreation area to accommodate and serve the community in which it is located.

COMMUNITY RESIDENTIAL HOMES. Group homes or adult foster care facilities in which no more than 14 persons excluding staff reside and where program size and content is structured to meet the individual needs of the residents in these homes.

COMPLETELY ENCLOSED BUILDING. A building having a complete, permanent roof and continuous walls on all sides, either party walls or exterior walls, including windows and doors.

COMPREHENSIVE PLAN. The Marion County Comprehensive Plan as adopted by the Board pursuant to Ch. 163 FS.

CONCENTRATED ANIMAL FEEDING OPERATION. As defined in § 62-670.200 FAC.

CONCURRENCY MANAGEMENT SYSTEM. The policies, procedures, standards, and criteria that Marion County will utilize to assure that development orders and permits are not issued unless the necessary facilities and services are available concurrent with the impacts of development.

CONSERVATION EASEMENT. An easement established under § 704.06 FS, as amended, creating a right or interest in the real property in favor of the entity named in the easement.

CONSTRUCTION AND DEMOLITION DEBRIS (C&DD) DISPOSAL FACILITY. A facility for the disposal of "construction and demolition debris," as that term is defined in § 403.703(6) FS; also referred to as Construction and Demolition (C&D) Landfill.

CONSTRUCTION, EXISTING. As it relates to flood plain management, structures for which the "start of construction" commenced before January 19, 1983. This term may also be referred to as "existing structures."

CONSTRUCTION, NEW. As it relates to flood plain management, any structure for which the "start of construction" commenced on or after January 19, 1983. The term also includes any subsequent improvements to such structures.

CONSTRUCTION PERMIT. The permit issued by the Office of the County Engineer for construction of all required improvements including construction in private and public rights-of-way.

CONTIGUOUS PARCELS. Those parcels of land with at least one common property line.

CONTINUING IN GOOD FAITH. As it relates to vested rights, shall mean the final local development order for a project has been issued and has not expired, and no period of 180 consecutive days, or a previously approved time frame as agreed to by the County, has passed without the occurrence of development activity which significantly moves the proposed development toward completion; unless the developer establishes that such 180-day lapse or previously approved time frame lapse in development activity was due to factors beyond the developer's control; or unless development activity authorized by a final local development order has been substantially completed on a significant portion of the development subject to said final development order and has significantly moved the entire development toward completion.

CONTRACTOR. The person, firm, or corporation with whom the contract for work has been made by the owner, the developer, or the County in accordance with any applicable State laws.

COVENANTS, CONDITIONS AND RESTRICTIONS (CCR). Declaration of Covenants, Conditions and Restrictions, recorded in the public records for a development project.

CONVENIENCE STORE. Any retail establishment offering for sale food products, household, and sundry items, beverages, gasoline, and other similar goods, but not including sales of prescription drugs, alcoholic beverages for on-premises consumption, or any form of used merchandise sales, personal services, repair services, or any outdoor sales, service, storage, or display other than approved accessory gasoline pumps.

COPY. As it relates to signs, the linguistic or graphic content of a sign.

COUNTY. The government of Marion County as a political subdivision of the State of Florida; or the physical jurisdictional limits of Marion County as those boundaries described in § 7.42 FS.

COUNTY ENGINEER. The professional engineer retained by the Board of County Commissioners in the capacity of administering the Office of the County Engineer. The County Engineer may appoint designees to specific management and operation functions as appropriate.

CROSS-CONNECTION. Any physical arrangement whereby a Public Potable Water System is connected directly or indirectly with any other water supply system, sewer, drain, conduit, pool, storage reservoir (other than for storage of Potable Water by a Utility), plumbing fixture, or other device which contains or may contain contaminated water, wastewater or other waste, or liquid of unknown or unsafe quality which may be capable of imparting contamination to the Public Potable Water System as the result of Backflow. By-pass arrangements, jumper connections, removable sections, swivel or changeable devices, and other temporary or permanent devices through which or because of which Backflow could occur are considered to be Cross-Connections.

CROSS-CONNECTION CONTROL COORDINATOR (CCC). Utility Department Employee who is responsible for implementation of cross-connection control directives.

DECENTRALIZED SYSTEM. A water withdrawal, treatment, and distribution system (including fire hydrants) or wastewater collection, treatment and dispersal system that is designed to serve the needs of a single residential development project or non-residential development project. Decentralized systems are, further: (1) usually located within the boundaries of the development project; (2) not typically owned, operated, and maintained by Marion County, a city, CDD, or Public Service Commission-certificated entity; and (3) considered as temporary facilities until a centralized system is available to serve the development project.

DEDICATION. An act of conveyance and acceptance of an interest in or use of property to a public or private entity. See §§ 177.031(6), (16); 177.081; and 177.085 FS (2012) for statutory requirements related to dedications. Mortgagees are required to join in dedications.

DEMAND. Quantifiable use of a public facility. See Capacity.

DESIGN FLOOD. The flood associated with the greater of the following two areas: [Also defined in FBC, B, Section 202.]

(1) Area with a floodplain subject to a 1-percent or greater chance of flooding in any year; or

(2) Area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

DESIGN FLOOD ELEVATION. The elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to 2 feet. [Also defined in FBC, B, Section 202.]

DEVELOPABLE AREA. The portion of a project area that lies outside sovereign submerged lands.

DEVELOPER. The person, firm, entity, or corporation engaged in developing or improving real estate for use or occupancy.

DEVELOPMENT. Any man-made change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities. As it relates to vested rights, shall mean the particular development activity authorized by unexpired final local development order issued for a specific project is continuing in good faith. Also see §§ 163.3164(14), 163.3221(4), and 380.04 FS.

DEVELOPMENT AGREEMENT. An agreement between Marion County and additional parties specifying requirements of the parties in relation to a development application. Development Agreements are authorized by the "Florida Local Government Development Agreement Act," §§ 163.3220—163.3243 FS and are subject to the applicable provisions of those sections.

DEVELOPMENT AREA. See project area.

DEVELOPMENT ORDER. An official action granting, granting with conditions, or denying an application for a development permit consistent with this Code, § 163.3164 FS and Ch. 380 FS.

DIAMETER AT BREAST HEIGHT. Diameter at breast height (DBH) is a standard method of measuring the size of a tree. In the Forestry and Survey industries, this measurement is taken at 4.5 feet above the ground.

DIVIDER MEDIAN. A continual landscaped island located between lineal rows of parking which face head-to-head.

DOMESTIC WASTEWATER RESIDUALS. A domestic wastewater treatment by-product resulting from the biological treatment process and which is disposed of by application for agricultural or land reclamation purposes. Domestic wastewater residuals shall have the same meaning as "biosolids," as defined in rule § 62-640.200 FAC.

DOUBLE CHECK VALVE ASSEMBLY. A backflow prevention assembly which includes two internally loaded, independently operating spring loaded check valves, which are installed as a unit between two tightly closing resilient-seated shutoff valves and fittings with properly located test cocks.

DRAFT HYDRANTS. Draft hydrants are standard fire hydrants but are supplied by a static water source. Normally these hydrants are not supplemented by a fire pump and rely on a fire department engine to draft from the source. These draft hydrants have little to no pressure and function similar to a dry hydrant tank.

DRAINAGE DETENTION AREA (DDA). See water detention area.

DRAINAGE RETENTION AREA (DRA). See water retention area.

DRIPLINE. An imaginary line on the ground defined by vertical lines extending from the outermost tips of tree to the ground or the area within a radius of one foot for each one inch DBH of the tree, whichever is greater.

DRIVEWAY APRON. That portion of a driveway lying between the street right-of-way line and the edge of the travel lane of the street.

DROUGHT TOLERANT VEGETATION. Plants which have the ability to survive without supplemental irrigation through periods of drought characteristic of the north-central Florida region, excluding invasive plant species.

DRUGSTORE (the term Pharmacy is included). An establishment that is either:

(1) Engaged in the retail sale of prescription drugs and nonprescription medicines pursuant to Chapter 465, FS; or

(2) That is both:

a. Licensed, at all times, as a "medical marijuana treatment center" pursuant to Section 381.986, FS (2017); and

b. Operated in accordance with all provisions of such statute and all other statutes or regulations governing the medical dispensation of marijuana pursuant to Florida law.

By way of example and not limitation, as the requirements of this subsection are cumulative, any establishment that may have been licensed as a medical marijuana treatment center but is not operated in accordance with Florida law, shall no longer constitute a drugstore, and hence is no longer a permitted use in zoning districts where drugstores are permitted.

DRYLINE PERMIT. A construction permit for sewer lines issued with certain special conditions applied.

DUCTILE IRON PIPE RESEARCH ASSOCIATION (DIPRA). Any reference to DIPRA Standards shall be taken to mean the most recently published revision unless otherwise specified.

DUDE RANCH. A vacation resort offering activities typical of western ranches such as horseback riding.

DUE PUBLIC NOTICE. Publication of notice of the date, time, and place of a required public hearing; the title or titles of proposed ordinances, and the place within the County where such proposed ordinances may be inspected by the public. The notice shall also advise that interested parties may appear at the public hearing and be heard with respect to the proposed ordinance. Publication of notice shall be given at least ten days prior to said public hearing in a newspaper of general circulation in the County. Due public notice for public hearings of the Planning and Zoning Commission and the Board for land use permits shall include mailed written notice to all owners of property, within 300 feet of the boundaries of the property subject to the land use change, whose address is known by reference to the latest ad valorem tax records and to all parties of interest who timely request such notice in writing to the Growth Services Director or designee. The mailed notice shall include a brief explanation of the land use permit request and a location map identifying the property under consideration and

shall notify the person of the time, date and location of all public hearings. Notices shall also be posted in a conspicuous place or places on or around such lots, parcels, or tracts of lands requesting the land use change. Affidavit proof of the required publication, mailing and posting of the notice shall be presented at the hearing by the Growth Services Director, or designee, to the Clerk of the Court. For land use changes initiated by the County, and for ordinances that change the actual lists of permitted, conditional or prohibited uses within a zoning category, the provisions of § 125.66(4) FS shall apply.

DWELLING UNIT. Any structure or portion thereof which is designed for or used for residential purposes as a self-sufficient or individual unit by one family or other social association of persons.

ELECTRIC SUBSTATION. An electric substation which takes electricity from the transmission grid and converts it to a lower voltage so it can be distributed to customers in the local area on the local distribution grid through one or more distribution lines less than 69 kilovolts in size.

ELEVATED BUILDING. A non-basement building built to have the lowest floor elevated above the ground level by foundation walls, posts, piers, columns, pilings, or shear walls.

ELEVATION. The vertical height or heights relative to a defined datum.

EMPHASIS. As it relates to the adult entertainment business, "emphasis" or "emphasis on" means that the type of matter specified is the apparent matter upon which the particular work or exhibition is based, or that the matter specified is a substantial portion of such work or exhibition.

ENCROACHMENT. The placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

ENVIRONMENTALLY SENSITIVE LANDS. Lands or areas which include environmental or other natural features and/or characteristics as identified by Comprehensive Plan Conservation Element Policy 1.1.1.

EQUINE CENTER. A facility identified and designated by the Board as a unique and specialized destination for regional, state, and national equine interests and activities that further the County's equine identity as "The Horse Capital of the World."

EQUIVALENT RESIDENTIAL CONNECTION (ERC). A unit of measurement representing capacity demand of 300 gallons per day for wastewater or 350 gallons per day for water.

ERECT A SIGN. To construct, reconstruct, build, relocate, raise, assemble, place, affix, attach, create, paint, draw, or in any other way bring into being or establish a sign. It shall not include any of the foregoing activities when performed as an incident to a change of message or routine maintenance.

ESTABLISHED CHURCH. Established place of meeting or worship at which non-profit religious services are regularly conducted and carried on.

EXCEPTION. As it relates to vested rights, shall mean an exception to the densities required in the Future Land Use Element for parcels of record as of January 1, 1992 for the construction of one residential unit. Exceptions apply to density only and do not exempt parcels from any other requirement of the Comprehensive Plan.

EXISTING BUILDING AND EXISTING STRUCTURE. Any buildings and structures for which the "start of construction" commenced before January 19, 1983. [Also defined in FBC, B, Section 202.]

EXISTING MANUFACTURED HOME PARK OR SUBDIVISION. A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the

pouring of concrete pads) is completed before January 19, 1983. This definition is not for the purposes for floodplain management under Article 5, Division 3.

EXPANSION TO AN EXISTING MANUFACTURED HOME PARK OR SUBDIVISION. The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads). This definition is not for the purposes for floodplain management under Article 5, Division 3.

EXTRACTION OR RESOURCE EXTRACTION. The removal of resources from their location so as to make them suitable for commercial, industrial, or construction use, but does not include excavation solely in aid of on-site farming or on-site construction, nor the process of searching, prospecting, exploring, or investigating for resources by drilling.

FAILING. As defined in § 64E-6.002 FAC and periodically amended: a condition existing within an onsite sewage treatment and disposal system which prohibits the system from functioning in a sanitary manner and which results in the discharge of untreated or partially treated wastewater onto ground surface, into surface water, into ground water, or which results in the failure of building plumbing to discharge properly.

FAMILY. One or more persons occupying the whole or part of a dwelling unit and living as a single, housekeeping unit provided that a group of four or more persons who are not within the second degree of kinship shall not be deemed to constitute a family, except as set forth in Title VIII of the Civil Rights Act of 1968 and as subsequently amended by the Fair Housing Amendments Act of 1988.

FAMILY/GUEST COTTAGE/APARTMENT. A small detached dwelling unit for use by immediate family members or guests which is an accessory use to a single-family dwelling. The cottage may be a removable, modular structure, or a conventionally constructed structure, and shall be compatible with the existing dwelling. It shall be designed as an independent living unit smaller than the primary structure.

FEEDLOT. A confined area or structure, pen or corral, used to fatten livestock for a period of at least 30 days prior to final shipment.

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA). The federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.

FENCE. A vertical structure used to provide a physical division between areas.

FIRE LINE. Piping from the water main to point of delivery exclusively providing fire protection.

FISH HATCHERY. Establishments primarily engaged in hatching fish, not including fish or farm ponds.

FLAG LOT. A parcel of land shaped like a flag with a narrow strip providing access; the bulk of the property contains no frontage.

FLOOD OR FLOODING. A general and temporary condition of partial or complete inundation of normally dry land areas from:

(1) The overflow of inland or tidal waters.

(2) The unusual and rapid accumulation or runoff of surface waters from any source.

FLOOD DAMAGE-RESISTANT MATERIALS. Any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair. [Also defined in FBC, B, Section 202.]

FLOOD HAZARD AREA. The greater of the following two areas: [Also defined in FBC, B, Section 202.]

(1) The area within a floodplain subject to a 1-percent or greater chance of flooding in any year.

(2) The area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

FLOOD INSURANCE RATE MAP (FIRM). The official map of the community on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the community. [Also defined in FBC, B, Section 202.]

FLOOD INSURANCE STUDY (FIS). The official hydraulic and hydrologic report provided by FEMA. The study contains an examination, evaluation, and determination of flood hazards, and, if appropriate, corresponding water surface elevations, or an examination, evaluation, and determination of mudslide (i.e., mudflow) and other flood-related erosion hazards. The study may also contain flood profiles, as well as the FIRM, FHBM (where applicable), and other related data and information.

FLOODPLAIN ADMINISTRATOR. The office or position designated and charged with the administration and enforcement of Flood Plain regulations within Article 5 Division 3 (may be referred to as the Floodplain Manager).

FLOODPLAIN DEVELOPMENT PERMIT OR APPROVAL. An official document, certificate or development order issued by the community, or other evidence of approval or concurrence, which authorizes performance of specific development activities that are located in flood hazard areas and that are determined to be compliant with Article 5, Division 3.

FLOOD-PLAIN ELEVATIONS. The elevations established along waterbodies and in closed drainage basins which represent the hydraulic gradients for the predicted 25-Year and 100-Year flood plains. The 100-Year flood plain is shown on the adopted Marion County Flood Insurance Rate Maps and in the Flood Insurance Study (FIS). The elevations may be established by the Flood Plain Administrator or designee; by a Florida Licensed Surveyor and Mapper and approved by the Flood Plain Administrator or along the Rainbow River as established by Southwest Florida Water Management District Profiles dated July 13, 1973.

~~**FLOOD PLAIN MANAGEMENT.** The operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the flood plain, including but not limited to emergency preparedness plans, flood control works, flood plain management regulations, and open space plans.~~

~~**FLOOD PLAIN MANAGEMENT REGULATIONS.** This term describes Federal, State of Florida, or local regulations in any combination thereof and other applications of police power which control development in flood-prone areas, which provide standards for preventing and reducing flood loss and damage.~~

FLOODPROOFING. Any combination of structural and non-structural additions, changes, or adjustments to structures, which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

FLOODWAY. The channel of a river or other riverine watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot. [Also defined in FBC, B, Section 202.]

FLOODWAY ENCROACHMENT ANALYSIS. An engineering analysis of the impact that a proposed encroachment into a floodway is expected to have on the floodway boundaries and base flood elevations; the evaluation shall be prepared by a qualified Florida licensed engineer using standard engineering methods and models.

FLOODWAY FRINGE. That area of the flood plain on either side of the regulatory floodway where encroachment may be permitted without additional hydraulic and/or hydrologic analysis.

FLOOR AREA. Area of all floors of buildings or structures, measured to the outside of the exterior walls.

FLOOR AREA RATIO (FAR). The gross floor area of all buildings or structures on a lot divided by the total lot area.

FLORIDA BUILDING CODE. The family of codes adopted by the Florida Building Commission, including: Florida Building Code, Building; Florida Building Code, Residential; Florida Building Code, Existing Building; Florida Building Code, Mechanical; Florida Building Code, Plumbing; Florida Building Code, Fuel Gas.

FOOD SERVICE FACILITIES. Any commercial facility that generates wastewater through the processing and preparation of food, including restaurants and other commercial facility where food is processed or prepared. It does not include facilities that only sell pre-processed or pre-packaged foods.

FREEBOARD. The additional height, usually expressed as a factor of safety in feet, above a flood level for purposes of flood plain management. Freeboard tends to compensate for many unknown factors, such as wave action, bridge openings and hydrological effect of urbanization of the watershed that could contribute to flood heights greater than the height calculated for a selected frequency flood and floodway conditions.

FRONT BUILDING LINE. A line measured between side lot lines no closer than the front setback and equal to the minimum lot width.

FUNCTIONALLY DEPENDENT USE. As it relates to floodplain management, a use that cannot be used for its intended purpose unless it is located or carried out in close proximity to water, including only docking or port facilities necessary for the loading and unloading of cargo or passengers, and shipbuilding or ship repair facilities. The term does not include long-term storage, manufacture, sales, or service facilities.

GREEN SPACE. A parcel or area of land which is developed, planted, and maintained with trees, shrubs, groundcovers or turfgrass or a combination thereof, and is reserved for a yard area, landscape area, public or private park or recreation area, drainage retention areas and other similar areas.

GROUND SIGN. A sign that is supported by one or more columns, upright poles, or braces extended from the ground or from an object on the ground, or that is erected on the ground, where no part of the sign is attached to any part of a building.

GROWTH SERVICES DIRECTOR. Growth Services Director or his designee.

HARDSHIP. As it relates to flood plain management and variances to the flood plain overlay zone, the exceptional hardship associated with the land that would result from a failure to grant the requested variance. The community requires that the variance is exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is not exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

HAZARD. A cross-connection or potential cross-connection which involves an actual or potential threat to the quality and/or potability of the water supplied by a public potable water system. The degree of hazard associated with any private water system shall be determined from an evaluation of the conditions existing within that system.

HEALTH HAZARD. A hazard involving any substance that could, if introduced into the public potable water system, cause death or illness, spread disease, or have a high probability of causing such effects.

HEAVY MACHINERY OR EQUIPMENT. Machinery used primarily by the construction, mining, well drilling, oil and gas industries and including overhead traveling cranes, hoists, and monorail systems for installation in factories, warehouses, marinas, and other industrial and commercial establishments.

HEIGHT OF BUILDING. The vertical distance from the established grade at the center of the front of the building to the highest point of the roof surface for a flat roof, to the deck line for a mansard roof and the height of the ridge for gable, hip, and gambrel roofs.

HIGH VOLUME IRRIGATION. An irrigation system (or zone) which utilizes heads or emitters with application rates higher than 0.5 gpm.

HIGHEST ADJACENT GRADE. The highest natural elevation of the ground surface, prior to the start of construction, next to the proposed walls or foundation of a structure.

HISTORIC STRUCTURE. Any structure that is determined eligible for the exception to the flood hazard area requirements of the Florida Building Code, Existing Building, Chapter 12 Historic Buildings.

HOME OCCUPATION. Any business or commercial activity that is:

A. Conducted within a single family dwelling unit in a residential zoning classification and is incidental to the principal residential use of the premises, or

B. Conducted on the same tract with the principal structure in an agricultural zoning classification, and

C. Which is a permitted use within the agricultural zoning classification and conducted without significantly adverse impact on the surrounding area.

HORIZONTAL DATUM. An accepted current coordinate system used to describe a point on the earth's surface pre-approved by the Office of the County Engineer.

HOUSE OF WORSHIP. A structure whose principal use is public assembly for worship and teaching of religious concepts.

HOUSEHOLD PET. All animals which are normally considered as household pets and which can be maintained and cared for within the living space of a residence or outside the residence. Such animals may include but are not limited to dogs, cats, small reptiles, small rodents, fish, small birds such as parrots and parakeets, and other similar animals.

ILLUMINATED SIGN. A sign which contains a source of light or which is designed or arranged to reflect light from an artificial source including indirect lighting, neon, incandescent lights and backlighting.

IMPERVIOUS SURFACES. Those surfaces which do not absorb water including but not limited to, buildings, paved parking areas, driveways, roads, sidewalks, patios and any areas covered by brick, concrete, concrete pavers, or asphalt paving materials.

INDUSTRIAL/COMMERCIAL PARK. A tract of land that is planned, developed, and operated as an integrated facility for a number of individual industrial or commercial or mixed uses.

INFRASTRUCTURE. Facilities and services needed to sustain residential. commercial, and industrial activities. Infrastructure includes, but is not limited to, water and sewer, streets, street signage, drainage, parks and open space, and other public facilities.

INSTITUTIONAL USE. A nonprofit, religious, or public use, such as a church, library, public or private school, hospital, community home, convalescent home, adult congregate living facility, or government owned or operated building, structure, or land used for public purpose or benefit.

INTENSIVE RECREATIONAL AREAS. Sites which provide location for uses such as football, baseball, softball, soccer, and golf courses excluding such areas as secondary and tertiary roughs and out-of-bound areas. Only such sports related fields shall fit this definition while common areas and open spaces between such fields shall not be exempt from irrigation design standards or watering restrictions.

IRRIGATION. The application of water by manmade means to plant material and turfgrass.

JUNK. Used and discarded machinery, scrap, iron, steel, other ferrous and non-ferrous metals, inoperative vehicles, tools, implements or portions thereof, glass, plastic, cordage, building materials, or other waste.

JUNK YARD. A parcel of land on which junk is collected, stored, salvaged or sold, including automobile recycling facilities.

KARST FEATURE. A landform that has been modified by dissolution of soluble rock, including limestone or dolostone. These include springs, spring runs, sinkholes, solution pipes, swallets and swallow holes. A directly or indirectly connected karst feature is one where no confining layer of sediment exists to prevent runoff from directly or indirectly entering the Floridan Aquifer system.

KENNEL. Any place or premises where four or more dogs or cats, over four months of age are groomed, bred, raised, boarded, or trained for compensation or income.

LANDSCAPABLE AREA. The entire parcel less the building footprint, natural water features, surfaced and un-surfaced driveways and parking areas, road rights-of way, hardscapes such as decks and patios, and other non-planted areas. Landscapable area excludes golf course play areas, other intensive recreation areas (e.g. soccer fields, ball diamonds, etc.) and any part of a constructed stormwater management system that has a design stage or storage depth three feet or greater.

LANDSCAPE ARCHITECT. The County's Landscape Architect or his designee.

LANDSCAPE ISLAND. A raised area, usually curbed, placed to guide traffic and separate lanes, and used for landscaping, signage, or lighting.

LEASABLE/INTERIOR AREA. The area of open floor space within a structure's exterior walls and excluding the interior walls.

LETTER OF MAP CHANGE (LOMC). An official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:

(1) **LETTER OF MAP AMENDMENT (LOMA):** An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

(2) **LETTER OF MAP REVISION (LOMR):** A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

(3) **LETTER OF MAP REVISION BASED ON FILL (LOMR-F):** A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

(4) **CONDITIONAL LETTER OF MAP REVISION (CLOMR):** A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the

effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.

LEVEL OF SERVICE. An indicator of the extent or degree of service provided by, or proposed to be provided by, a facility based on and related to the operational characteristics of the facility. Level of service indicates the capacity per unit of demand for each public facility.

LEVEL OF SERVICE STANDARD. The level of service a facility is not to exceed as established in the Comprehensive Plan.

LIGHT-DUTY TRUCK. As defined in 40 C.F.R. 86.082-2, any motor vehicle rated at 8,500 pounds Gross Vehicular Weight Rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less, which is:

(1) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or

(2) Designed primarily for transportation of persons and has a capacity of more than 12 persons; or

(3) Available with special features enabling off-street or off-highway operation and use.

LISTED SPECIES. Those species identified by the USFWS and/or FWC as endangered, threatened, or special concern.

LIVESTOCK. Includes, but is not limited to, all animals of the equine, ratite, bovine, or swine class, including goats, sheep, mules, horses, llamas, alpacas, hogs, cattle, poultry, emus, ostriches, and other grazing animals. The term livestock shall specifically exclude specialty animals.

LOCALLY SIGNIFICANT NATURAL RESOURCES. Lands or areas which include environmentally sensitive lands or other features and/or characteristics as identified by Comprehensive Plan Conservation Element Policy 1.1.2.

LOT. A designated parcel, tract, or area of land established by a plat or otherwise as permitted by law and to be used, developed, or built upon as a unit.

LOT AREA. The size of a lot measured within the lot lines and expressed in terms of acres or square feet.

LOT DEPTH. The dimension from the center of the front of the lot to the center of the rear of the lot.

LOT LINE. The boundary line of a lot.

A. **LOT LINE, FRONT.** The line abutting the street right-of-way or point of access which for corner lots shall be determined by the property owner.

B. **LOT LINE, REAR.** The lot line opposite to and most closely paralleling the front lot line.

C. **LOT LINE, SIDE.** Any lot line other than a front or rear lot line.

LOT WIDTH. The horizontal distance between the side lot lines measured at the front property line. For lots located on a curve, it shall be the chord distance of the curve at the front property line.

LOW VOLUME IRRIGATION. Irrigation by a system which utilizes devices that irrigate at rates of 0.5 gpm or less, allowing water to be placed with a high degree of efficiency at the root zone of each plant.

LOWEST ADJACENT GRADE. The lowest elevation, after the completion of construction, of the ground, sidewalk, patio, deck support, or basement entryway immediately next to the structure.

LOWEST FLOOR. The lowest floor of the lowest enclosed area of a building or structure (including basement), but excluding any unfinished or flood-resistant enclosure, other than a basement, usable solely for vehicle parking,

building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the non-elevation requirements of the Florida Building Code or ASCE 24. [Also defined in FBC, B, Section 202.].

MANUFACTURED BUILDING. A structure bearing a seal issued by the Florida Department of Community Affairs certifying that it is built in compliance with the requirements of the Florida Manufactured Building Act of 1979.

MANUFACTURED HOME. A structure bearing a label certifying that it is built in compliance with the Federal Manufactured Housing Construction and Safety Standards (24 CFR 3280) HUD Code. For floodplain management purposes, it is a structure, transportable in one or more sections, which is eight (8) feet or more in width and greater than four hundred (400) square feet, and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle" or "park trailer." [Also defined in 15C-1.0101, F.A.C.]

MANUFACTURED HOME/MOBILE HOME PARK OR SUBDIVISION. A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

MANUFACTURED HOME PARK OR SUBDIVISION, EXISTING. As it relates to the Flood Plain Overlay Zone, a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) was completed before January 19, 1983.

MANUFACTURED HOME PARK OR SUBDIVISION, NEW. As it relates to the Flood Plain Overlay Zone, a manufactured home park, or subdivision, for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) and was completed on or after January 19, 1983.

MANUFACTURING. A commercial or industrial activity involved in the research, development, assembly, production, testing, or processing of goods, materials, components, devices, equipment, or systems.

MARINA. A premises located adjacent to water bodies, canals, or water ways providing wet or dry storage and all accessory facilities.

MARION-FRIENDLY LANDSCAPING. The use of plants (and non-plant materials such as mulch) and landscape designs and practices that are compatible with the natural environment and climate of Marion County. Marion-Friendly Landscaping minimizes the use of turfgrass that is irrigated and fertilized, and maximizes the use of plants that tolerate sandy soils and drought conditions characteristic of north-central Florida.

MARION-FRIENDLY LANDSCAPING AREA (MFLA). That portion of a new or expanded development that through the approved development plans, documents, and deed restrictions, is identified to be maintained as Marion-Friendly Landscaping and where the use of high volume irrigation, non-drought tolerant plants, and lawn chemicals (fertilizers and pesticides) on turfgrass is prohibited.

MARKET VALUE. ~~As it relates to floodplain management, the price at which a property will change hands between a willing buyer and a willing seller, neither party being under compulsion to buy or sell and both having reasonable knowledge of relevant facts. As used in Article 5, Division 3, the term refers to the market value of buildings and structures, excluding the land and other improvements on the parcel. Market value can be established by an independent certified appraisal (other than a limited or curbside appraisal, or one based on income approach), actual cash value (replacement cost depreciated for age and quality of construction of building), or adjusted tax-assessed values adjusted to approximate market value by a factor provided by the Property Appraiser.~~ As it relates to floodplain management, the value of buildings and structures, excluding the land and other improvements on the parcel. Market value is the actual cash value (in-kind replacement cost depreciated for

age, wear and tear, neglect, and quality of construction), or tax-assessed values adjusted to approximate market value by a factor provided by the County Property Appraiser.

MARQUEE. A structure projecting from and supported by a building which extends beyond the building line or property line and fully or partially covers a sidewalk, public entrance, or other pedestrian way.

MCUD DIRECTOR. Marion County Utilities Department Director, or his designee.

MINI-WAREHOUSE (SELF-SERVICE STORAGE FACILITY). A building, or group of buildings, consisting of individual, small, self-contained units that are leased or owned for the storage of business and household goods or contractors supplies.

MOBILE HOME. A transportable structure designed to be:

A. Used as a year-round residential dwelling, built prior to enactment of the Federal Manufactured Housing Construction and Safety Standards, which became effective for all manufactured home construction on June 15, 1976, and

B. Any vehicle without independent motive power which is designed for housing accommodations and transportation over the highways on a chassis under carriage, which is an integral part thereof, but does not include travel trailers or recreational units as defined by § 320.01 FS. This definition shall include any unit which meets the criteria above and is certified by the Department of Safety and Motor Vehicles as meeting requirements of as defined in Ch. 320 FS.

MODEL HOME. A single-family dwelling unit, or units, used by a home builder to illustrate the features available to a potential purchaser of a dwelling unit when constructed on a different lot, parcel, or tract.

MODEL HOME SALES LOT OR MODEL HOME COMPLEX. Model homes designed in a cluster to create a sales facility.

MODIFY. Regarding towers, modify shall include all structural changes to a tower other than routine maintenance, including, without limitation, structural modifications, rebuilding, or relocating on the same parcel. Modify does not include adding additional or different antennas, or deleting or removing antennas.

MONOPOLE TOWER. A tower consisting of a single pole, or spine, self supported by a permanent foundation, and constructed without guy wires and ground anchors.

MULTI-DWELLING. A structure which contains three or more dwelling units.

MULTI-FAMILY. Any residential development project that consists of more than two dwelling units per building, or eight dwelling units or more per gross acre.

MULTIPLE OCCUPANCY COMPLEX. A commercial occupancy (i.e. any occupancy other than residential or agricultural) consisting of a parcel of property, or parcel of contiguous properties, existing as a unified or coordinated project, with a building or buildings housing more than one occupant, or more than one business under one ownership.

NATIVE TREE. A self-supporting woody plant which normally grows to a height of ten feet or more and which is classified as native vegetation.

NATIVE VEGETATION. Those species occurring within the state boundaries prior to European contact, according to the best available scientific and historical documentation. It includes those species understood as indigenous, occurring in natural associations and habitats that exist prior to significant human impacts.

NATURAL AREA. Undeveloped lands considered to be in, or maintained in, an undisturbed or unmodified condition which provide habitat or natural open space.

NEW CONSTRUCTION. For the purposes of administration of Article 5, Division 3 and the flood resistant construction requirements of the Florida Building Code, structures for which the "start of construction" commenced on or after January 19, 1983 and includes any subsequent improvements to such structures.

NEW MANUFACTURED HOME PARK OR SUBDIVISION. A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after January 19, 1983. This definition is not for the purposes for floodplain management under Article 5, Division 3.

NIGHTCLUB. A bar or similar establishment providing food, refreshments, or alcoholic beverages wherein dancing is permitted or paid entertainment is provided.

NONCONFORMING LOT. A lot of record which does not conform to the current minimum requirements for a lot in the zoning classification in which it is located.

NONCONFORMING STRUCTURE. A building or structure which does not conform to the current minimum requirements for such structure in the zoning classification in which it is located.

NONCONFORMING USE. A use which is not a permitted use, or special use, in a current zoning classification.

NON-CONTIGUOUS PARCELS. Those parcels that do not have any common property lines, or which are separated by platted or unplatted roads, streets, or alleys which have been dedicated for public use, or prescriptive easements for road right-of-way purposes.

NORTH AMERICAN VERTICAL DATUM (NAVD) OF 1988. The vertical control datum of orthometric height established for vertical control surveying in the United States of America based upon the General Adjustment of the North American Datum of 1988.

OCCUPANT (OCCUPANCY). One who has certain legal rights to or control over the premises he occupies; the state of being an occupant.

OFF-SITE SIGN. A sign that identifies or communicates a commercial or non-commercial message related to an activity conducted, or service rendered, or a commodity sold at a location or on a parcel other than where the sign is located.

ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM (OSTDS). Also referred to as a septic system.

ON-SITE SIGN. A sign that identifies or communicates a commercial or non-commercial message related to an activity conducted, service rendered, or a commodity sold, at the location where the sign is installed.

OPEN BASIN. All watersheds not meeting the definition for Closed Basin.

OPEN SPACE. Land area restricted or not developed depending on its designation as natural open space or improved open space consistent with the provisions of Section 6.6.6.

ORDINARY HIGH WATER LINE (OHWL). The highest reach of a navigable, nontidal waterbody as it usually exists when in its ordinary condition and is not the highest reach of such waterbody during the high water season or in times of freshets. The term also includes the terms "ordinary high-water line" and "line of ordinary high water."

OUTSIDE STORAGE. The storage or display, outside of a completely enclosed building, of merchandise offered for sale or rent as a permitted use or of equipment, machinery, and materials used in the ordinary course of a permitted use.

OWNER. The person, firm, corporation, or governmental unit holding title of the real estate upon which construction is to take place.

PACKAGE STORE. A premises in which alcoholic beverages are sold for off-premises consumption.

PARCEL. A continuous quantity of land in the possession of or owned by, or recorded as the property of the same person or persons. A parcel may consist of contiguous platted lots.

PARCEL OF RECORD. A designated parcel, tract, or area of land established by plat, metes and bounds description, or otherwise permitted by law, to be used, developed or built upon as a unit, which complies with the applicable building codes and zoning regulations, and which existed on or before January 1, 1992, and under one ownership as of August 11, 1993.

PARK. Land which is used for active or passive recreational purposes, whether dedicated public or private.

PARK MODEL OR PARK TRAILER. A transportable unit which has a body width not exceeding 14 feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures or appliances or; a park trailer constructed to ANSI A-119.5 standards which does not exceed 400 square feet gross floor area or; a park trailer constructed to US Department of Housing and Urban Development Standards which does not exceed 500 square feet gross floor area.

PARKING AREA. An open area, other than a street or other public way, used for the parking of motor vehicles.

PARKING LANE. A lane located on the side of a street, designed to provide on-street parking of a motor vehicle.

PARKING SPACE. An area provided for the parking of a motor vehicle.

PASSIVE RECREATION. Those recreational activities afforded by such natural resources as the native flora, fauna, and aesthetic appeal of a natural setting and requiring minimal development to utilize and enjoy such resources. These activities include hiking, nature watching, unstructured play, picnicking, horseback riding and bicycle riding.

PERMEABILITY. The capacity of a porous medium for transmitting water.

PLANNED UNIT DEVELOPMENT (PUD). A designated contiguous area of property for the comprehensive development of a single use or of mixed uses.

PLANNING/ZONING MANAGER. Planning /Zoning Manager or designee.

PLAT. A map, or delineated representation of the subdivision of lands, being a complete exact representation of the subdivision and complying with this Code and Ch. 177 FS.

PLAYGROUND. Properties and facilities owned and operated by any governmental agency, or owned and operated by any private agency, including day care centers, which are open for recreational or child care purposes.

POINT OF CONNECTION. The outlet side of the meter designated to serve the customer.

PORTABLE SIGN. Any sign which is designed to be transported by trailer or on its own wheels, including such signs whose wheels have been removed and the remaining chassis or support structure converted to an A- or T-frame sign and anchored temporarily to the ground.

POTABLE WATER. Water that is suitable for human consumption.

POTENTIOMETRIC SURFACE (POTENTIOMETRIC HEAD). The level to which water would rise in a tightly cased well penetrating an aquifer. The water table and artesian pressure surfaces are particular potentiometric surfaces.

PRESSURE VACUUM BREAKER ASSEMBLY. A backflow prevention assembly which includes an independently operating, internally loaded check valve; an independently operating, loaded air inlet valve located on the discharge side of the check valve; and properly located test cocks and tightly closing resilient-seated shut-off valves attached at each end of the Assembly. This assembly shall not be used if back pressure could develop in the downstream piping.

PRINCIPAL STRUCTURE. A structure on a lot or parcel which is used, arranged, adapted or designed for the predominant or primary use for which the lot or parcel is or may be used.

PRINCIPAL USE. The primary or predominant use of a lot, parcel, structure, or structure and land in combination.

PRIVATE CLUB. A premises used for meetings or activities of persons in which use is restricted to members and guests.

PRIVATE PERFORMANCE. As it relates to the adult entertainment business, modeling, posing or the display or exposure of any specified anatomical area by an employee or independent contractor using the premises under a contract or lease, of an adult entertainment establishment to a person other than an employee while the person is in an area within the establishment not accessible during such display to all other persons in the establishment, or while the person is in an area in which the person is totally or partially screened or partitioned during such display from the view of all persons within the establishment.

~~**PROGRAM DEFICIENCY.** As it relates to the flood plain overlay zone, a defect in the community's flood plain management regulations or administrative procedures that impairs effective implementation of those flood plain management regulations or of the standards required by the National Flood Insurance Program.~~

PROHIBITED CONNECTION. Any connection of an unsafe system to a safe system as deemed by the MCUD.

PROJECT AREA. The limits of the land area identified on a plan where project improvements and features are proposed.

PUBLIC ACCESS REUSE. The application of reclaimed water to an area that is intended to be accessible to the general public; such as golf courses, cemeteries, parks, landscape areas, hotels, motels, and highway medians. Public access areas include private property that is not open to the public at large, but is intended for frequent use by many persons. Public access areas also include residential dwellings. Presence of authorized farm personnel or other authorized treatment plant, utilities system, or reuse system personnel does not constitute public access. Irrigation of exercise areas and other landscape areas accessible to prisoners at penal institutions shall be considered as irrigation of public access areas.

PUBLIC AREAS. Areas such as parks, playgrounds, trails, paths and other recreation areas and open spaces; scenic and historic sites; schools and other properties, buildings and structures which have been or will be conveyed or dedicated to the County or other public body.

PUBLIC FACILITIES. Transportation systems or facilities, sewer systems or facilities, solid waste systems or facilities, drainage systems or facilities, potable water systems or facilities, schools, and parks and recreation systems or facilities. This includes privately operated sewer and water systems that are classified as public systems.

PUBLIC POTABLE WATER SUPPLY SYSTEMS. Wells, treatment systems, disinfection systems, reservoirs or other storage and high service pumps, pipes, lines, valves, meters, water mains, laterals, and services, used or having the present capacity for future use in connection with the obtaining and supplying of potable water for domestic consumption, fire protection, irrigation, consumption by business, or consumption by industry. Without limiting the generality of the foregoing definition, the system shall embrace all necessary appurtenances and

equipment and shall include all property, rights, easements and franchises relative to any such system and deemed necessary or convenient for the operation thereof.

PUBLIC SAFETY AND NUISANCE. As it relates to the flood plain overlay zone, anything which is injurious to safety or health of the entire community or a neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin.

QUALIFYING NATURAL AREA/COMMUNITY. Those lands identified by the FDEP and the Florida Natural Areas Inventory (FNAI) produced by FDEP as significant areas which are relatively undisturbed and include flora or fauna that reflect the conditions of the area at the time colonial settlement occurred in Florida and Marion County.

RAPID-RATE LAND APPLICATION (RRLA). The use of percolation ponds or rapid infiltration basins (RIBs) or subsurface absorption fields, as described in Ch. 62 FAC.

RECEIVING AREA. Lands designated by one or more of Marion County's Transfer of Rights Programs (TRPs) as eligible to receive Transferrable Credits (TDCs) for use in adding residential dwelling units in conjunction with or in addition to other permitted development activity on the designated lands wherein the lands are depicted on Marion County Comprehensive Plan Future Land Use map Series Map 1, *Marion County 2035 Future Land Use Map*, or Map 13, *Transfer of Rights*.

RECLAIMED WATER. Water that has received at least advanced secondary treatment and high level disinfection. Water receiving additional treatment may be used in public access areas, when in compliance with the FDEP requirements pursuant to § 62-610 FAC.

RECORDED SUBDIVISION. A platted subdivision of lands, approved by the Board of County Commissioners, which has a final plat recorded in the public records of Marion County consistent with this Code and Ch. 177 FS.

RECREATION VEHICLE PARK. A tract of ground upon which three or more single-family camp cottages, tents or recreational vehicles are located or maintained for accommodation of transients whether or not a charge is made.

RECREATIONAL FACILITY. Any public or private structure or facility used for active recreational pursuits, including such facilities as golf courses, tennis courts, racquetball courts, handball courts, baseball fields, soccer fields, football fields, basketball courts, swimming pools, jogging or exercise trails, and similar facilities.

RECREATIONAL VEHICLE. A vehicle, including a park trailer, which is: [see in section 320.01, F.S.)

(1) Built on a single chassis;

(2) Four hundred (400) square feet or less when measured at the largest horizontal projection;

(3) Designed to be self-propelled or permanently towable by a light-duty truck; and

(4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

REDUCED-PRESSURE PRINCIPLE ASSEMBLY. A Backflow Prevention Assembly which includes two independently acting check valves; a hydraulically operating, mechanically independent pressure differential relief valve located both between the check valves and below the first check valve; and properly located test cocks and tightly closing resilient-seated shut-off valves attached at each end of the Assembly.

REGISTERED DIVISIONS OF LAND. A map or survey of divisions of land three acres or larger in size, including "flag lots" as that term is commonly known in Marion County, and which was filed and accepted by Marion County prior to January 1, 1992.

REGULATED USES OR ADULT AND SEXUALLY-ORIENTED BUSINESS. Uses such as but not limited to adult book store or film store, adult booth, adult cabaret, and adult theater or mini-motion theater or drive-in.

REGULATORY FLOODWAY. The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

REMEDY A DEFICIENCY OR VIOLATION. As it relates to the flood plain overlay zone, to bring the regulation, procedure, structure or other development into compliance with State of Florida, Federal or local flood plain management regulations; or if this is not possible, to reduce the impacts of its noncompliance. Ways the impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provisions of the Flood Plain Overlay Zone in Article 5 or otherwise deterring future similar violations, or reducing Federal financial exposure with regard to the structure or other development.

REMODELING. Any change, partial removal, partial replacement, or addition to buildings.

RESIDENTIAL DUAL CHECK. A compact, mechanical Backflow Prevention Device manufactured with two independently acting, spring actuated check valves.

RESIDENTIAL SERVICE ADDRESS. A metered residential address whose private water systems serve only residential dwellings the total of which is designed to house no more than four families.

RESIDENTIAL USES. One-family dwellings, two-family dwellings, and multi-family dwellings.

RESIDUALS. Biosolids from a permitted wastewater treatment or water reuse facility and septage from an OSTDS.

RETAIL SALES. Any business activity, and related services, customarily selling goods and commodities for profit.

RETAINING WALL. A structure erected between lands of different elevation to protect structures or to prevent the loss of earth from the upper slope level.

RIVERINE. Relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

ROOF LINE. A horizontal line intersecting the highest point or points of a roof.

ROOF SIGN. A sign placed above the roof line of a building or on or against a roof slope of less than 45 degrees as measured from the vertical plane.

RUNOFF. The surface flow of stormwater.

RURAL AREA. Lands located outside the Urban Growth Boundary (UGB) as designated by the Comprehensive Plan Future Land Use Map Series Map 1 *Marion County 2035 Future Land Use Map* excluding those lands bearing an Urban Area land use designation as specified in Comprehensive Plan Future Land Use Element Appendix A, Table A-1 *Land Use Classifications and Standards*.

SAFE YIELD. The overage annual amount of groundwater that could be extracted from a groundwater basin (or reservoir) over a long period of time without causing a long term reduction of groundwater quantity, quality, or other undesirable impacts.

SCHOOL. A public or private educational institution offering students an academic curriculum, including kindergartens, elementary schools, middle schools, high schools, colleges and universities. Such term shall also include all adjacent properties owned and used by such schools for education, research, maintenance, or recreational purposes.

SCREEN. A structure or planting consisting of fencing, walls, berms, trees, or shrubs which provides sight obstruction within or to a site or property.

SEMICONFINED AQUIFER. An aquifer that receives recharge in the form of leakage through underlying or overlying semipermeable formations (aquitards).

SENDING AREA. Lands designated by one or more of Marion County's Transfer of Rights Programs (TRPs) as eligible to obtain Transferrable Credits (TDCs) which may be transferred or conveyed to a site within a designated Receiving Area where the TDCs may be used for development.

SETBACK (OR SETBACK LINE). An area defined by a lot line, street centerline, wetland line, water boundary setback line of an open body of water, or right-of-way line and a line on a lot parallel to, and a specified distance from said lines in which area no structure may be located and into which no part of any structure shall project, unless specifically permitted in this Land Development Code. Setbacks shall be measured from lot lines unless specifically stated otherwise or unless the context in which the term is used implies another intended meaning.

A. **FRONT SETBACK.** That area defined by the front lot line and a parallel line on the lot a specified distance from such front lot line.

B. **SIDE SETBACK.** An area located between a front yard setback and a rear yard setback, defined by a side lot line and a parallel line on the lot a specified distance from such side lot line.

C. **REAR SETBACK.** That area defined by the rear lot line and a parallel line on the lot a specified distance from such rear lot line.

SIGHT TRIANGLE. A triangular-shaped portion of land established at street intersections in which nothing is erected, placed, planted or allowed to grow in such a manner as to limit or obstruct the sight distance of motorists approaching or at the intersection.

SIGN. Any structure, or part thereof, or any device attached to a structure or applied to any surface or object, for visual communication, embodying letters, numerals, symbols, figures, flag, banner, pendant or designs in the nature of an announcement, direction, or advertisement, directing attention to an object, products, place, activity, service, person, institution, organization, or business and which is visible from any public street, alley, waterway, or public place. This definition of a sign shall not include any flag, notice badge, or ensign of any government or governmental agency, or any legal notice posted by and under governmental authority.

SIGN FACE AREA OR SIGN AREA. The area of any regular geometric shape which contains the entire surface area of a sign upon which copy may be placed.

SIGN STRUCTURE. Any construction used or designed to exclusively support a sign.

SIGNIFICANT IMPROVEMENT. Any reconstruction, rehabilitation, addition or other improvement of a structure, the cumulative cost of which equals or exceed 25 percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures that have incurred "substantial damage" regardless of the actual repair work performed. This term does not, however, include either: [Also defined in FBC, B, Section 202]

A. Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.

B. Any alternation of a historic structure provided the alternation will not preclude the structure's continued designation as a historic structure.

SINKHOLE. A landform created by subsidence of soil, sediment or rock as underlying strata are dissolved by ground water. Sinkholes may be directly or indirectly connected to the aquifer or disconnected by the presence of a confining layer of soil (clay) or rock that no longer allows water to permeate below this layer. The later may be expressed as a relic sinkhole or lake, depression in the land surface, or loose soils in the subsurface.

SLOW-RATE LAND APPLICATION (SRLA). The application of reclaimed water to a vegetated land surface using an overhead or spray, or subsurface drip, Irrigation system, as defined in §§ 62-610.400 and 62-610.450 FAC.

SOLUTION PIPE. A naturally occurring vertical cylindrical hole attributable to dissolution, often without surface expression and much narrower circumference than a sinkhole.

SPECIAL FLOOD HAZARD AREA (SFHA). The land in the flood plain within a community subject to a one percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO, A1-A30, AE, A99, AH, V1-V30, VE or V. [Also defined in FBC, B Section 202.]

SPECIAL USE. A use that would not be appropriate generally or without restriction throughout the particular zoning classification but which, if controlled as to number, area, location, or compatibility with the surrounding area, would not adversely affect the public health, safety, and general welfare.

SPECIAL USE PERMIT (SUP). A permit for a use that would not be appropriate generally or without restriction throughout the particular zoning classification but which, if controlled as to number, area, location, or compatibility with the surrounding area, would not adversely affect the public health, safety, and general welfare.

SPECIALTY ANIMALS. All animals including native and imported animals which have been, removed from the wild or, animals being bred, raised or kept for research, food, fur, skins, or for the production of income and/or, animals requiring a permit or license from the State Fish and Wildlife Conservation Commission or the US Fish and Wildlife Service shall be regulated by Special Use Permit. Large reptiles are included in this category. Where nine or more animals are being kept as household pets, and do not meet the above listed requirements or the below listed exclusions, they shall be treated as specialty animals and regulated by Special Use Permit. Specialty animals shall not include livestock, dogs, cats or homing/racing pigeons meeting the requirements of Article 4.

SPECIFIC CAPACITY. The ratio of well discharge to the drawdown produced, measured inside the well (gpm/ft of drawdown).

SPECIFIED ANATOMICAL AREAS. As it relates to the adult entertainment business:

A. Less than completely and opaquely covered:

(1) Human genitals;

(2) Pubic region;

(3) Buttock; or

(4) Female breast below a point immediately above the top of the areola; or

B. Human male genitals in a discernibly turgid state, even if completely and opaquely covered.

SPECIFIED SEXUAL ACTIVITIES. As it relates to the adult entertainment business:

A. Human genitals in a state of sexual stimulation or arousal;

B. Acts of human masturbation, sexual intercourse or sodomy; and

C. Fondling or other erotic touching of human genitals, pubic region, buttock or female breast.

SPRINGS PROTECTION ZONE (SPZ). An area surrounding designated springs within Marion County establishing design and development criteria intended to maintain and support the continued existence and quality of the designated springs, and divided into Primary and Secondary areas pursuant to Article 5.

START OF CONSTRUCTION. The date of issuance of permits for new construction and substantial improvements, provided the actual start of construction, repair, reconstruction, or improvement was within 180 days of permit issuance. The actual start means the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slabs or footings, installation of piles, construction of columns, or any work beyond the stage of excavation or placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main building. For substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

STATIC LEVEL. The stabilized water level in a nonpumped well.

STOCKPILE. As it relates to the springs protection zone, animal manure, including droppings, urine, and soiled bedding material, that is piled, spread, or otherwise allowed to accumulate to such depth and/or volume in excess of three cubic yards that it: a) prevents or substantially hinders the growth of grass or other vegetation, and/or b) generates leachate that can potentially contaminate ground or surface water. Manure that is spread on pasture or cropland areas in accordance with normal agronomic practices following UF/IFAS recommendations and this section is not considered stockpiling.

STORAGE COEFFICIENT. The volume of water that an aquifer releases from or takes into storage per unit surface area of aquifer per unit change in the component of head normal to that surface. In a water table aquifer the storage coefficient is essentially the same as its porosity.

STORM CELLAR. A place below grade used to accommodate occupants of the structure and emergency supplies as a means of temporary shelter against severe tornadoes or similar windstorm activity.

STREET. A public or private travelway used or intended to be used, for passage or travel by vehicles.

STREET FRONTAGE. The distance along the property line at the right-of-way or easement of the street providing primary access and exposure to the existing or proposed development.

STRUCTURE. Anything constructed or built which is located on or under land. ~~For flood plain management purposes, a walled and roofed building, including gas or liquid storage tank that is principally above ground, as well as a manufactured home.~~

STUB STREET. A portion of a street for which an extension has been proposed and approved. May be permitted when development is phased over a period of time, but only if the street in its entirety has been approved in the preliminary plan.

SUBDIVISION. The division of land into three or more lots, tracts, parcels, tiers, blocks, sites, units or any other division of land; and may include establishment of new streets and alleys, additions, and re-subdivisions or replats; and, when appropriate to the context, relates to the process of subdividing or to the lands or area subdivided.

SUBSTANTIAL DAMAGE. Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

SUBSTANTIAL DEVELOPMENT. As it relates to vested rights, shall mean that required permits for commencement of construction have been obtained; and permitted clearing and grading has commenced on any significant portion of the development subject to a single final local development order; and the actual construction of water and sewer lines, or streets, or the stormwater management system, on said portion of the development is substantially complete or is progressing in a manner that significantly moves the entire development toward completion.

SUBSTANTIAL IMPROVEMENT. Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures that have incurred "substantial damage" regardless of the actual repair work performed. This term does not, however, include either: [Also defined in FBC, B, Section 202.]

(1) Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.

(2) Any alteration of a historic structure provided the alteration will not preclude the structure's continued designation as a historic structure.

SWALLET OR SWALLOW HOLE. A place where water disappears underground in a limestone fissure or opening at or near the surface. A swallow hole generally implies water loss in a closed depression or sinkhole, whereas a swallet may refer to water loss from a disappearing stream or streambed, even though there may be no depression.

TEST WELL. Completed well for pumping used to obtain information on capacity, groundwater quality, geologic and hydrologic conditions, and related information.

TOTAL NITROGEN (TN). As a measurement of wastewater effluent quality, Total Nitrogen is the total content of the nitrogen species of organic nitrogen, ammonia, nitrate and nitrite expressed as elemental nitrogen, N, as determined using approved methods.

TOWER. A lattice, guyed or monopole structure constructed from grade which supports antennas. The term "tower" shall not include the singular use as a amateur radio operator's equipment, as licensed by the FCC, or antenna support structures and/or towers which are less than 50 feet in height and are used only to support antennas which receive, but do not transmit television signals.

TOWER CLUSTERING. The location of two or more towers on a parcel of property.

TRANSFER OF RIGHTS PROGRAM (TRP). A program which awards or grants to a property owner Transferrable Development Credits (TDCs) which may then be transferred or conveyed to a party that may use the TDCs for the development of lands deemed eligible by Marion County.

TRANSFERRABLE DEVELOPMENT CREDIT (TDC). A residential unit equivalent which may be granted to lands within eligible Sending Areas for subsequent transfer/sale between parties wherein the TDC is used by the receiving party to provide for additional residential development on lands eligible for use in a designated Receiving Area.

TRANSMITTER TOWER. A structure designed, constructed or used for the sole purpose of broadcasting or retransmitting any form of radio, television, radar, microwave, or other type of electronic wave, or impulse.

TREE. Any self-supporting woody plant which has at least one main trunk, and is normally grown to an overall height of a minimum of ten feet.

TREE REMOVAL. To physically remove a tree, including the performance of any act by a property owner or his designated agent, on a particular parcel of record which causes the death of a tree, or the effective removal of a tree through damage.

TURFGRASS. A mat layer of monocotyledonous plants, including but not limited to Bahia, Bermuda, Centipede, Paspalum, St. Augustine, and Zoysia grasses.

TWO-FAMILY DWELLING. A structure containing two dwelling units.

UNIT. That part of a multiple occupancy complex housing one occupant or use.

UNRECORDED SUBDIVISION. A platted subdivision of lands which has been accepted by the Board of County Commissioners for filing only by the Clerk of the Court in the public records of Marion County. Said plats were prepared and filed prior to August 14, 1970, in the public records of Marion County in record books entitled "Unrecorded Subdivisions."

URBAN AREA. Lands located within the Urban Growth Boundary (UGB) as designated by the Comprehensive Plan Future Land Use Map Series Map 1 Marion County 2035 Future Land Use Map or those lands located in the Rural Area bearing an Urban Area land use designation as specified in Comprehensive Plan Future Land Use Element Appendix A, Table A-1 Land Use Classifications and Standards.

URBAN GROWTH BOUNDARY (UGB). The boundary established by Marion County Comprehensive Plan Future Land Use map Series Map 1, Marion County 2035 Future Land Use Map, which identifies the geographic area wherein higher density and intensity development and full urban services are intended to be concentrated.

UTILITY. The individuals and/or legal entities which own and are responsible for the operation and maintenance of public or private utility services such as potable water, wastewater, phone, cable, electric, etc.

VARIANCE. As it relates to the zoning requirements of this Code, a grant of relief to a particular property owner because of the practical difficulties or unnecessary hardship that would be imposed by the strict application of that zoning provision of the Code. For floodplain management purposes, a grant of relief from the requirements of Article 5, Division 3, or the flood resistant construction requirements of the Florida Building Code, which permits construction in a manner that would not otherwise be permitted by Article 5, Division 3 or the Florida Building Code.

VEHICLE SIGN. Any sign affixed to a vehicle.

VERTICAL DATUM. An accepted reference or basis for elevations pre-approved by the Office of the County Engineer.

VESTED RIGHTS. The authorization to improve and/or develop properties meeting the conditions established in Division 1.7.

VIOLATION. The failure of a structure or other development to be fully compliant with the requirements of a specific provision of this Code.

WAIVER. A grant of relief from compliance with a specific provision of this Code, not zoning related, granted to a particular property owner because of financial hardship or alternate design concept.

WASTEWATER. Any substance that contains any of the waste products, excrement, or other discharge from the bodies of human beings or animals as well as such other wastes as normally emanate from dwelling houses.

WASTEWATER SERVICE LATERAL. Those service laterals or force mains from the customer's property line to the wastewater main and all appurtenances.

WASTEWATER SYSTEM. A centralized or decentralized system for the collection and treatment of domestic wastewater and disposal of reclaimed effluent. A wastewater system includes without limitation the collection lines, wastewater treatment facility, pumping stations, intercepting sewers, force mains, and all necessary appurtenances and equipment and shall include all property, rights, easements, and franchises relating to any such system and deemed necessary or convenient for the operation thereof.

WASTEWATER TREATMENT FACILITY (WWTF). The facility at which the raw wastewater is collected and treated.

WATER BOUNDARY SETBACK LINE (WBSL). Unless previously established by Board action, the Water Boundary Setback Line is the normal or average reach of a water body during the high water season. However, on low, flat-banked water bodies where there is no well-defined mark, the boundary is located at the point up to which the presence and action of the water is so continuous that the cultivation of ordinary agricultural crops is prevented.

WATERCOURSE. A river, creek, stream, channel or other topographic feature in, on, through, or over which water flows at least periodically.

WATER DETENTION AREA (WDA). A manmade or natural facility which collects surface or subsurface water and which impedes its flow and releases the same gradually at a rate not greater than that prior to the development of the property, into natural or manmade outlets.

WATER FRONTAGE OR WATER FRONT. That side of a lot, parcel or tract abutting on a water body and which may be considered as the front for setback requirements.

WATER METER. That device, with all appurtenances, which registers water flow to a customer.

WATER RETENTION AREA (WRA). A manmade or natural facility which collects and retains surface water and allows gradual ground infiltration.

WATER SERVICE CONNECTION. The point of connection to the public potable water system (metered or non-metered) where the Utility loses jurisdiction and sanitary control over the potable water delivered to that point. Included within this definition are connections for fire hydrants and other temporary or emergency water service. For metered connections, the point of connection is the downstream end of the water meter.

WATER SERVICE LATERAL. The pipe from the water main to the point of connection.

WATER SURFACE ELEVATION. The height, in relation to an accepted vertical datum, of floods of various magnitudes and frequencies in the flood plains of coastal or riverine areas.

WATER SYSTEM. A water supply distribution system consisting of all water mains, valves, service laterals, fire hydrants, meter boxes, etc. used to deliver water from the WTP to the consumer.

WATER TREATMENT PLANT (WTP). Includes all wells, pumps, tanks, valves, piping, treatment and disinfection facilities required to withdraw, treat, and disinfect water suitable for public consumption.

WETLANDS. Those land areas featuring unique environmental and/or hydrogeologic characteristics which qualifies as wetlands pursuant to § 373.019(25) FS and § 62-340.200 FAC as determined and delineated by the appropriate jurisdictional agency

WETTEST SEASON. As defined in § 64E-6.002 FAC, that period of time each year in which the ground water table elevation can normally be expected to be at its highest elevation.

WILDLAND URBAN INTERFACE/INTERMIX ZONES: Locations which the Marion County Fire Rescue (MCFR) determines that topographical features, vegetation fuel types, local weather conditions, and prevailing winds may

result in the potential for ignition of the structures from flames and firebrands of a wildland fire. A wildfire hazard severity analysis shall be provided for review and approval by MCFR.

(Ord. No. 13-20, § 2, 7-11-2013; Ord. No. 17-08, § 2(Exh. A, § 2), 4-11-2017; Ord. No. 17-11, § 4, 5-16-2017; Ord. No. 17-25, § 1(Exh. A), 10-3-2017; Ord. No. 2017-30, § 1(Exh. A, § 2), 11-7-2017; Ord. No. 18-14, § 1(Exh. A, § 2), 5-21-2018; Ord. No. 23-09 , § 1(Att. 1), 4-13-2023)

DIVISION 2. DEFINITIONS

Unless otherwise expressly stated, for the purposes of this Code, the following terms shall have the meaning indicated herein.

ABANDONED WELL. A well which has its use permanently discontinued, is in such disrepair that its continued use for obtaining groundwater is impractical, has been left uncompleted, is a threat to groundwater resources, or otherwise is or may be a health or safety hazard.

ABROGATION. To close, vacate, or abandon a right-of-way.

ACCESSORY BUILDING OR STRUCTURE (APPURTENANT STRUCTURE). A subordinate building or structure on the same lot, or parcel, or on a contiguous parcel which is occupied by, or devoted to, an accessory use.

ALTERATION OF A WATERCOURSE. A dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

ACCESSORY USE. A use naturally and normally incidental and subordinate to the principal use of a structure or land and located on the same lot, or parcel or on a parcel contiguous to the principal use to which it relates.

ACTIVE RECREATION. Recreational activities that occur in areas that require substantial structural development and investment, such as playing fields, courts or other facilities. Examples of active recreation include soccer, baseball, swimming in a pool, tennis and basketball. Active recreation differs from passive recreation primarily by the facilities that are required to undertake an activity.

ADDITION. An extension or increase in floor area or height of a building or structure.

ADULT BOOKSTORE OR FILM STORE. An establishment having as a substantial portion of its stock in trade books, magazines, other periodicals, films, video tapes, video disks, or similar items which are distinguished or characterized by their emphasis on matter depicting, describing or relating to "specified sexual activities" or "specified anatomical areas."

ADULT BOOTH. A small enclosed or partitioned area inside an adult entertainment establishment that is:

A. Designed or used for the viewing of adult material by one or more persons; and

B. Accessible to all persons, regardless of whether a fee is charged for access.

The term "adult booth" includes but is not limited to a "peep show" booth, or other booth used to view "adult material." The term "adult booth" does not include a foyer through which a person can enter or exit the establishment, or a rest room.

ADULT CABARET. A bar, lounge, club, or other establishment which may sell alcoholic or non-alcoholic beverages or food and which features as part of the regular entertainment topless or bottomless dancers, strippers, whether male or female, or similar entertainers whose acts are characterized by an emphasis on matter depicting, describing, or relating to "specified sexual activities" or "specified anatomical areas." This definition shall include Adult Encounter Parlor, Adult Lounge, Adult Novelties, Adult Entertainment, and Adult Modeling Studio.

ADULT THEATER OR MINI-MOTION PICTURE THEATER OR DRIVE-IN. An enclosed building or drive-in with a capacity for fewer than 50 persons in which a substantial portion of the material presented is distinguished or characterized by an emphasis on matter depicting, describing or relating to "specified sexual activities" or "specified anatomical areas" for observation by patrons therein.

ADULT THEATER OR MOTION PICTURE THEATER OR DRIVE-IN. An enclosed building or drive-in with a capacity of 50 or more persons in which a substantial portion of the material presented is distinguished or characterized by an emphasis on matter depicting, describing or relating to "specified sexual activities" or "specified anatomical areas" for observation by patrons therein.

ADVERTISING. Sign copy or materials intended to directly or indirectly promote the sale or use of a product, service, commodity, entertainment, or real or personal property.

AGRICULTURAL USES. Those uses of land which involve the science and art of production of plants and animals useful to man including to a variable extent, the preparation of these products for man's use and their disposal by marketing or otherwise. These shall include horticulture, floriculture, viticulture, aquaculture, forestry, dairy, livestock, including the breeding and/or training of horses, poultry, bees, ratites, and any and all forms of farm products and farm production.

AIR GAP. A physical separation between the free flowing discharge and an open or non-pressure receiving vessel.

ALTERATION. Any change in size, shape, character, or use of a building or structure.

ALTERATION OF A WATERCOURSE. A dam, impoundment, channel relocation, change in channel alignment, channelization, or change in cross-sectional area of the channel or the channel capacity, or any other form of modification which may alter, impede, retard or change the direction and/or velocity of the riverine flow of water during conditions of the base flood.

ANIMAL FEEDING OPERATION. As defined in § 62-670.200 FAC.

ANIMAL UNIT. As defined in § 62-670.200 FAC.

ANTENNA. Any exterior apparatus designed to transmit or receive communications as authorized by the Federal Communication Commission (FCC). The term "antenna" shall not include satellite earth stations used to receive direct-to-home satellite services as defined in 47 USC § 303(v). An array of antennas, installed at one time and designed as a single, integrated system, shall be considered to be a single antenna.

ANTENNA SUPPORT STRUCTURE. Any building or other structure other than a tower, which can be used for the location of an antenna. An antenna support structure shall be referred to as a "utilized antenna support structure" if it is or has been used for the location of an antenna.

ANTIQUATED SUBDIVISION. A subdivision, subdivision series, or any portion of a subdivision or subdivision series, identified by the Board in which further or continued development of that subdivision is deemed undesirable consistent with the provisions of § 163.3164 FS.

APPEAL. The process of seeking a higher authority's determination as established by this Code when a specific decision or determination made by designated staff, committee, or board is disputed. As it pertains to floodplain management, request for a review of the Floodplain Administrator's interpretation of any provision of Article 5, Division 3.

APPLICANT. The property owner, the duly authorized representative of the property owner, or the lessee or occupant of said property who submits a County service or development application to and for said property and who can be bound to all legal obligations related to such request.

AQUACULTURE. The commercial production of fin fish and shellfish, such as crustaceans and mollusks, within a confined space and under controlled feeding, sanitation, and harvesting procedures.

AREA OF SHALLOW FLOODING. A designated AO or AH Zone on the community's Flood Insurance Rate Map (FIRM) with base flood depths from one to three feet where a clearly defined channel does not exist, where the

path of flooding is unpredictable and indeterminate, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

ASCE 24. A standard titled Flood Resistant Design and Construction that is referenced by the Florida Building Code. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.

AS-BUILT/RECORD SURVEY. A record of completed construction drawings documenting the actual construction work as it exists in the field, including any changes made from the originally approved plans, meeting the requirements as set forth in § 5J-17.52(1) FAC, and signed, sealed, and dated by a Professional Surveyor and Mapper licensed by the State of Florida.

AUTOMOBILE WRECKING YARD. Premises used for the dismantling or disassembling of two or more used motor vehicles or trailers, or the business of storage, sale, or dumping of dismantled, obsolete or wrecked vehicles, trailers or their parts; a junk yard.

AUXILIARY WATER SUPPLY SYSTEM. A pressurized or pumping-ready water supply system other than a public potable water system which is located on or available to the customer's property whether or not connected to a distribution system within the property. Such auxiliary systems include but are not limited to reclaimed water systems and private wells, as further defined in AWWA M-14 most current edition.

AVAILABLE CAPACITY. An existing central water or sewer system shall be deemed to have "available capacity," if: (a) as to a central water or sewer system, it is capable of providing central service concurrently with the proposed build-out schedule of the project without the applicant having to expand the facility providing treatment for the water to and/or the wastewater from the project; provided, however, if it is necessary for the Marion County Utility Department to so expand the treatment facility, the applicant may be required to prepay capital charges imposed for such facility; and (b) as to a central water or sewer system, its existing water or sewer lines are of sufficient size and capacity to accommodate the water or sewer requirements of the project without the applicant having to reconstruct the existing lines. This requirement concerns existing lines, only, and does not excuse an applicant from having to construct new lines from its project to the point of connection to the central water or sewer system. Further, if it is necessary to replace the existing lines, the County may require the applicant to pay to reconstruct existing lines, within the applicant's required connection distance, in an amount equal to what it would have cost the applicant to originally construct such lines of sufficient size and capacity to accommodate the applicant's project. This does not preclude the County from requiring the developer to upsize the lines in exchange for additional Equivalent Residential Connection credits.

AVIARY. A place for keeping birds confined, including but not limited to a large enclosure where birds fly free, a structure where birds are confined in cages, or large cages where birds are confined. A residential structure containing nine or more birds shall be considered an aviary.

BACKFLOW PREVENTION ASSEMBLY. A mechanical assembly which is supplied with properly located resilient-seated shut-off valves at each end of the assembly and properly located test cocks, and meets the standards of the University of Southern California's Foundation for Cross-Connection Control and Hydraulic Research and complies with the standard listed in the Florida Building Code as adopted by Marion County.

BACKFLOW PREVENTION DEVICE. A mechanical device or plumbing configuration which is designed to prevent backflow.

BAR. Any place devoted primarily to the retail sale and on premises consumption of malt, vinous, or other alcoholic beverages; a tavern.

BASE FLOOD. The flood having a one percent chance of being equaled or exceeded in any given year (also called the "one percent annual chance flood," "100-year flood" and the "regulatory flood"). [Also defined in FBC, B, Section 202.]

BASE FLOOD ELEVATION. The elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the Flood Insurance Rate Map (FIRM). [Also defined in FBC, B, Section 202.]

BASEMENT. The portion of a building having its floor subgrade (below ground level) on all sides. [Also defined in FBC, B, Section 202; see "Basement (for flood loads)".]

BED AND BREAKFAST INN. A building, or part thereof, other than a motel or hotel, where sleeping accommodations are provided for transient guests, and may also serve as the residence of the owner or manager.

BEEKEEPING. The keeping or raising of bees for commercial purposes.

BERM. A mound of soil, either natural or manmade.

BIORETENTION FACILITY. An area which provides retention of stormwater through the use of vegetated depressions of approximately four to nine inches in depth with landscaping and engineered soil matrix, designed to collect, store, and infiltrate stormwater runoff. The invert of a bioretention facility is the bottom of the engineered soil matrix.

BOARD. The Marion County Board of County Commissioners.

BOAT YARD. A lot, tract, or parcel where facilities for the construction, reconstruction, major repair, maintenance, or sale of boats, marine engines, equipment, and services of all kinds are provided including marine railways, lifting, or launching services and marinas.

BOTTLE CLUB. A commercial premises to which any alcoholic beverage is brought for consumption on the premises.

BREAKAWAY WALL. A wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces without causing damage to the elevated portion of the building or the supporting foundation system.

BUFFER. An area within a property or site, generally adjacent to and parallel with the property line, either consisting of natural existing vegetation or created by the use of trees, shrubs, buffer walls, buffer fences, or berms, designed to limit continuously the view of or sound from the site to adjacent sites, properties, or water bodies.

BUFFER FENCE. A permanent opaque vertical structure providing a barrier with a finished height of six feet measured from the adjacent grade or at a height as required otherwise.

BUFFER WALL. A permanent opaque vertical structure with concrete components including, but not limited to pillars, panels, block or brick, used within a buffer meeting the requirements of the Florida Building Code, and providing a barrier (whether for sound, wind, or, views) with a finished height of six feet measured from the adjacent grade or at a height as required otherwise.

BUILDABLE AREA. As it relates to hamlets, Rural Village District, and Rural Town, the remaining land area eligible for development purposes once areas of open space and open water are subtracted from the gross development lot/parcel/site.

BUILDING. Any structure designed for the habitation of persons or animals or for shelter of property.

BUILDING PERMIT. A permit issued by Marion County pursuant to the provisions of Article 2 of the Marion County Code of Ordinances, consistent with the provisions of the Florida Building Code as established by the State of Florida.

BUILDING SIGN. A sign displayed upon or attached to any part of the exterior of a building, including walls, windows, doors, parapets, marquees, and roof slopes of 45 degrees or steeper.

BUSINESS OR PROFESSIONAL OFFICE. A space within a building where commercial service activity is primarily conducted which may involve the sale of goods or commodities purely incidental to business services provided.

CALIPER OR TREE CALIPER. Tree caliper means an American National Standards Institute (ANSI) standard for the measurement of nursery trees. For trees up to six inches in diameter, caliper is measured at six inches above the ground level. Trees that are seven to twelve-inch caliper are measured at twelve inches above the ground.

CAMOUFLAGED ANTENNA AND/OR TOWER. A wireless communication antenna and/or tower designed to unobtrusively blend into the existing surroundings and be disguised to not have the appearance of a wireless communication antenna and/or tower. Camouflaged antennas and/or towers on buildings must be disguised to appear as an accessory structure or feature that is normally associated with the principal use occupying the property. Camouflaged antennas and/or towers must be disguised to blend in with other facilities on the property or existing vegetation, such as a tower constructed in the form and shape of a tree to be part of a forested area, or an antenna and/or tower constructed to be a component of a bell, clock, or water tower on sites with compatible buildings, or a component of a church steeple on sites with churches. Surface finish, paint and/or markings alone are insufficient to qualify for a determination as a camouflaged antenna and/or tower.

CAPACITY. Supply of public facility:

A. Available - capacity of public facility after subtracting demand and reserved capacity.

B. Design - capacity that public facility was designed for.

C. Programmed - capacity to be added to public facility by improvement.

D. Reserved - capacity that has been reserved for a specific development project.

CAPACITY RESERVATION FEE. Fee required which reserves facility capacity. Fee is credited towards applicable impact fees.

CAPITAL IMPROVEMENT. A physical asset constructed or purchased to provide, increase the capacity of, or replace a public facility.

CARPORT. A garage not completely enclosed by walls and doors.

CENTRALIZED SYSTEM. A water withdrawal, treatment, and distribution system (including fire hydrants) or a wastewater collection, treatment, and dispersal system that serves the needs of one or more residential or non-residential development projects. Centralized systems are generally owned, operated, and maintained by Marion County, a city, or a Public Service Commission-certificated entity. Types of facilities and systems not covered by the foregoing general definition are found in § 367.022 FS.

CHANGE OF USE. A discontinuance of an existing use and the substitution of a use of a different kind or class.

CLEAN DEBRIS. Any solid waste material that is virtually inert, that is not a pollution threat to ground or surface waters, that is not a fire hazard, and that is likely to retain its chemical and physical structure under expected conditions of disposal or use. The term includes earth, brick, glass, ceramics, and uncontaminated concrete including embedded pipe or steel, and other wastes designated by the FDEP.

CLEAN FILL. Granular soil free of roots, other vegetative material, and debris typically represented by an AASHTO Soil Classification A-3. Other AASHTO soil classifications may satisfy a requirement for "clean fill" if they meet industry specifications for various fill operations as accepted by FDOT or the Florida Building Code.

CLEARING. The uprooting or removal of vegetation in connection with development. This term does not include yard maintenance operations or other such routine property clean-up activities.

CLOSED BASIN. An internally drained watershed in which the runoff does not have a surface outfall up to and including the 100-year flood elevation.

CLUSTER DEVELOPMENT. A development design technique that concentrates buildings and infrastructure in specific areas on a site to allow the remaining land to be used for open space, preservation of environmentally sensitive areas, or agriculture.

CLUSTERING. The grouping together of principal structures and infrastructure on a portion or portions of a development site.

COLLOCATION. As it relates to antennas, the process of locating two or more antennas on an existing or proposed tower or antenna support structure.

COMMERCIAL VEHICLE. Any vehicle designed or used for the transport of people, livestock, goods, or things. This does not include private passenger vehicles and/or trailers used for private nonprofit transport of goods.

COMMERCIALLY DEVELOPED PARCEL. A parcel of property on which there is at least one walled and roofed structure used, or designed to be used, for purposes other than residential or agricultural.

COMMUNITY CENTER. A building designed and used as a meeting or recreation area to accommodate and serve the community in which it is located.

COMMUNITY RESIDENTIAL HOMES. Group homes or adult foster care facilities in which no more than 14 persons excluding staff reside and where program size and content is structured to meet the individual needs of the residents in these homes.

COMPLETELY ENCLOSED BUILDING. A building having a complete, permanent roof and continuous walls on all sides, either party walls or exterior walls, including windows and doors.

COMPREHENSIVE PLAN. The Marion County Comprehensive Plan as adopted by the Board pursuant to Ch. 163 FS.

CONCENTRATED ANIMAL FEEDING OPERATION. As defined in § 62-670.200 FAC.

CONCURRENCY MANAGEMENT SYSTEM. The policies, procedures, standards, and criteria that Marion County will utilize to assure that development orders and permits are not issued unless the necessary facilities and services are available concurrent with the impacts of development.

CONSERVATION EASEMENT. An easement established under § 704.06 FS, as amended, creating a right or interest in the real property in favor of the entity named in the easement.

CONSTRUCTION AND DEMOLITION DEBRIS (C&DD) DISPOSAL FACILITY. A facility for the disposal of "construction and demolition debris," as that term is defined in § 403.703(6) FS; also referred to as Construction and Demolition (C&D) Landfill.

CONSTRUCTION, EXISTING. As it relates to flood plain management, structures for which the "start of construction" commenced before January 19, 1983. This term may also be referred to as "existing structures."

CONSTRUCTION, NEW. As it relates to flood plain management, any structure for which the "start of construction" commenced on or after January 19, 1983. The term also includes any subsequent improvements to such structures.

CONSTRUCTION PERMIT. The permit issued by the Office of the County Engineer for construction of all required improvements including construction in private and public rights-of-way.

CONTIGUOUS PARCELS. Those parcels of land with at least one common property line.

CONTINUING IN GOOD FAITH. As it relates to vested rights, shall mean the final local development order for a project has been issued and has not expired, and no period of 180 consecutive days, or a previously approved time frame as agreed to by the County, has passed without the occurrence of development activity which significantly moves the proposed development toward completion; unless the developer establishes that such 180-day lapse or previously approved time frame lapse in development activity was due to factors beyond the developer's control; or unless development activity authorized by a final local development order has been substantially completed on a significant portion of the development subject to said final development order and has significantly moved the entire development toward completion.

CONTRACTOR. The person, firm, or corporation with whom the contract for work has been made by the owner, the developer, or the County in accordance with any applicable State laws.

COVENANTS, CONDITIONS AND RESTRICTIONS (CCR). Declaration of Covenants, Conditions and Restrictions, recorded in the public records for a development project.

CONVENIENCE STORE. Any retail establishment offering for sale food products, household, and sundry items, beverages, gasoline, and other similar goods, but not including sales of prescription drugs, alcoholic beverages for on-premises consumption, or any form of used merchandise sales, personal services, repair services, or any outdoor sales, service, storage, or display other than approved accessory gasoline pumps.

COPY. As it relates to signs, the linguistic or graphic content of a sign.

COUNTY. The government of Marion County as a political subdivision of the State of Florida; or the physical jurisdictional limits of Marion County as those boundaries described in § 7.42 FS.

COUNTY ENGINEER. The professional engineer retained by the Board of County Commissioners in the capacity of administering the Office of the County Engineer. The County Engineer may appoint designees to specific management and operation functions as appropriate.

CROSS-CONNECTION. Any physical arrangement whereby a Public Potable Water System is connected directly or indirectly with any other water supply system, sewer, drain, conduit, pool, storage reservoir (other than for storage of Potable Water by a Utility), plumbing fixture, or other device which contains or may contain contaminated water, wastewater or other waste, or liquid of unknown or unsafe quality which may be capable of imparting contamination to the Public Potable Water System as the result of Backflow. By-pass arrangements, jumper connections, removable sections, swivel or changeable devices, and other temporary or permanent devices through which or because of which Backflow could occur are considered to be Cross-Connections.

CROSS-CONNECTION CONTROL COORDINATOR (CCC). Utility Department Employee who is responsible for implementation of cross-connection control directives.

DECENTRALIZED SYSTEM. A water withdrawal, treatment, and distribution system (including fire hydrants) or wastewater collection, treatment and dispersal system that is designed to serve the needs of a single residential development project or non-residential development project. Decentralized systems are, further: (1) usually located within the boundaries of the development project; (2) not typically owned, operated, and maintained by Marion County, a city, CDD, or Public Service Commission-certificated entity; and (3) considered as temporary facilities until a centralized system is available to serve the development project.

DEDICATION. An act of conveyance and acceptance of an interest in or use of property to a public or private entity. See §§ 177.031(6), (16); 177.081; and 177.085 FS (2012) for statutory requirements related to dedications. Mortgagees are required to join in dedications.

DEMAND. Quantifiable use of a public facility. See Capacity.

DESIGN FLOOD. The flood associated with the greater of the following two areas: [Also defined in FBC, B, Section 202.]

(1) Area with a floodplain subject to a 1-percent or greater chance of flooding in any year; or

(2) Area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

DESIGN FLOOD ELEVATION. The elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to 2 feet. [Also defined in FBC, B, Section 202.]

DEVELOPABLE AREA. The portion of a project area that lies outside sovereign submerged lands.

DEVELOPER. The person, firm, entity, or corporation engaged in developing or improving real estate for use or occupancy.

DEVELOPMENT. Any man-made change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities. As it relates to vested rights, shall mean the particular development activity authorized by unexpired final local development order issued for a specific project is continuing in good faith. Also see §§ 163.3164(14), 163.3221(4), and 380.04 FS.

DEVELOPMENT AGREEMENT. An agreement between Marion County and additional parties specifying requirements of the parties in relation to a development application. Development Agreements are authorized by the "Florida Local Government Development Agreement Act," §§ 163.3220—163.3243 FS and are subject to the applicable provisions of those sections.

DEVELOPMENT AREA. See project area.

DEVELOPMENT ORDER. An official action granting, granting with conditions, or denying an application for a development permit consistent with this Code, § 163.3164 FS and Ch. 380 FS.

DIAMETER AT BREAST HEIGHT. Diameter at breast height (DBH) is a standard method of measuring the size of a tree. In the Forestry and Survey industries, this measurement is taken at 4.5 feet above the ground.

DIVIDER MEDIAN. A continual landscaped island located between lineal rows of parking which face head-to-head.

DOMESTIC WASTEWATER RESIDUALS. A domestic wastewater treatment by-product resulting from the biological treatment process and which is disposed of by application for agricultural or land reclamation purposes. Domestic wastewater residuals shall have the same meaning as "biosolids," as defined in rule § 62-640.200 FAC.

DOUBLE CHECK VALVE ASSEMBLY. A backflow prevention assembly which includes two internally loaded, independently operating spring loaded check valves, which are installed as a unit between two tightly closing resilient-seated shutoff valves and fittings with properly located test cocks.

DRAFT HYDRANTS. Draft hydrants are standard fire hydrants but are supplied by a static water source. Normally these hydrants are not supplemented by a fire pump and rely on a fire department engine to draft from the source. These draft hydrants have little to no pressure and function similar to a dry hydrant tank.

DRAINAGE DETENTION AREA (DDA). See water detention area.

DRAINAGE RETENTION AREA (DRA). See water retention area.

DRIPLINE. An imaginary line on the ground defined by vertical lines extending from the outermost tips of tree to the ground or the area within a radius of one foot for each one inch DBH of the tree, whichever is greater.

DRIVEWAY APRON. That portion of a driveway lying between the street right-of-way line and the edge of the travel lane of the street.

DROUGHT TOLERANT VEGETATION. Plants which have the ability to survive without supplemental irrigation through periods of drought characteristic of the north-central Florida region, excluding invasive plant species.

DRUGSTORE (the term Pharmacy is included). An establishment that is either:

(1) Engaged in the retail sale of prescription drugs and nonprescription medicines pursuant to Chapter 465, FS; or

(2) That is both:

a. Licensed, at all times, as a "medical marijuana treatment center" pursuant to Section 381.986, FS (2017); and

b. Operated in accordance with all provisions of such statute and all other statutes or regulations governing the medical dispensation of marijuana pursuant to Florida law.

By way of example and not limitation, as the requirements of this subsection are cumulative, any establishment that may have been licensed as a medical marijuana treatment center but is not operated in accordance with Florida law, shall no longer constitute a drugstore, and hence is no longer a permitted use in zoning districts where drugstores are permitted.

DRYLINE PERMIT. A construction permit for sewer lines issued with certain special conditions applied.

DUCTILE IRON PIPE RESEARCH ASSOCIATION (DIPRA). Any reference to DIPRA Standards shall be taken to mean the most recently published revision unless otherwise specified.

DUDE RANCH. A vacation resort offering activities typical of western ranches such as horseback riding.

DUE PUBLIC NOTICE. Publication of notice of the date, time, and place of a required public hearing; the title or titles of proposed ordinances, and the place within the County where such proposed ordinances may be inspected by the public. The notice shall also advise that interested parties may appear at the public hearing and be heard with respect to the proposed ordinance. Publication of notice shall be given at least ten days prior to said public hearing in a newspaper of general circulation in the County. Due public notice for public hearings of the Planning and Zoning Commission and the Board for land use permits shall include mailed written notice to all owners of property, within 300 feet of the boundaries of the property subject to the land use change, whose address is known by reference to the latest ad valorem tax records and to all parties of interest who timely request such notice in writing to the Growth Services Director or designee. The mailed notice shall include a brief explanation of the land use permit request and a location map identifying the property under consideration and

shall notify the person of the time, date and location of all public hearings. Notices shall also be posted in a conspicuous place or places on or around such lots, parcels, or tracts of lands requesting the land use change. Affidavit proof of the required publication, mailing and posting of the notice shall be presented at the hearing by the Growth Services Director, or designee, to the Clerk of the Court. For land use changes initiated by the County, and for ordinances that change the actual lists of permitted, conditional or prohibited uses within a zoning category, the provisions of § 125.66(4) FS shall apply.

DWELLING UNIT. Any structure or portion thereof which is designed for or used for residential purposes as a self-sufficient or individual unit by one family or other social association of persons.

ELECTRIC SUBSTATION. An electric substation which takes electricity from the transmission grid and converts it to a lower voltage so it can be distributed to customers in the local area on the local distribution grid through one or more distribution lines less than 69 kilovolts in size.

ELEVATED BUILDING. A non-basement building built to have the lowest floor elevated above the ground level by foundation walls, posts, piers, columns, pilings, or shear walls.

ELEVATION. The vertical height or heights relative to a defined datum.

EMPHASIS. As it relates to the adult entertainment business, "emphasis" or "emphasis on" means that the type of matter specified is the apparent matter upon which the particular work or exhibition is based, or that the matter specified is a substantial portion of such work or exhibition.

ENCROACHMENT. The placement of fill, excavation, buildings, permanent structures or other development into a flood hazard area which may impede or alter the flow capacity of riverine flood hazard areas.

ENVIRONMENTALLY SENSITIVE LANDS. Lands or areas which include environmental or other natural features and/or characteristics as identified by Comprehensive Plan Conservation Element Policy 1.1.1.

EQUINE CENTER. A facility identified and designated by the Board as a unique and specialized destination for regional, state, and national equine interests and activities that further the County's equine identity as "The Horse Capital of the World."

EQUIVALENT RESIDENTIAL CONNECTION (ERC). A unit of measurement representing capacity demand of 300 gallons per day for wastewater or 350 gallons per day for water.

ERECT A SIGN. To construct, reconstruct, build, relocate, raise, assemble, place, affix, attach, create, paint, draw, or in any other way bring into being or establish a sign. It shall not include any of the foregoing activities when performed as an incident to a change of message or routine maintenance.

ESTABLISHED CHURCH. Established place of meeting or worship at which non-profit religious services are regularly conducted and carried on.

EXCEPTION. As it relates to vested rights, shall mean an exception to the densities required in the Future Land Use Element for parcels of record as of January 1, 1992 for the construction of one residential unit. Exceptions apply to density only and do not exempt parcels from any other requirement of the Comprehensive Plan.

EXISTING BUILDING AND EXISTING STRUCTURE. Any buildings and structures for which the "start of construction" commenced before January 19, 1983. [Also defined in FBC, B, Section 202.]

EXISTING MANUFACTURED HOME PARK OR SUBDIVISION. A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the

pouring of concrete pads) is completed before January 19, 1983. This definition is not for the purposes for floodplain management under Article 5, Division 3.

EXPANSION TO AN EXISTING MANUFACTURED HOME PARK OR SUBDIVISION. The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads). This definition is not for the purposes for floodplain management under Article 5, Division 3.

EXTRACTION OR RESOURCE EXTRACTION. The removal of resources from their location so as to make them suitable for commercial, industrial, or construction use, but does not include excavation solely in aid of on-site farming or on-site construction, nor the process of searching, prospecting, exploring, or investigating for resources by drilling.

FAILING. As defined in § 64E-6.002 FAC and periodically amended: a condition existing within an onsite sewage treatment and disposal system which prohibits the system from functioning in a sanitary manner and which results in the discharge of untreated or partially treated wastewater onto ground surface, into surface water, into ground water, or which results in the failure of building plumbing to discharge properly.

FAMILY. One or more persons occupying the whole or part of a dwelling unit and living as a single, housekeeping unit provided that a group of four or more persons who are not within the second degree of kinship shall not be deemed to constitute a family, except as set forth in Title VIII of the Civil Rights Act of 1968 and as subsequently amended by the Fair Housing Amendments Act of 1988.

FAMILY/GUEST COTTAGE/APARTMENT. A small detached dwelling unit for use by immediate family members or guests which is an accessory use to a single-family dwelling. The cottage may be a removable, modular structure, or a conventionally constructed structure, and shall be compatible with the existing dwelling. It shall be designed as an independent living unit smaller than the primary structure.

FEEDLOT. A confined area or structure, pen or corral, used to fatten livestock for a period of at least 30 days prior to final shipment.

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA). The federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.

FENCE. A vertical structure used to provide a physical division between areas.

FIRE LINE. Piping from the water main to point of delivery exclusively providing fire protection.

FISH HATCHERY. Establishments primarily engaged in hatching fish, not including fish or farm ponds.

FLAG LOT. A parcel of land shaped like a flag with a narrow strip providing access; the bulk of the property contains no frontage.

FLOOD OR FLOODING. A general and temporary condition of partial or complete inundation of normally dry land areas from:

(1) The overflow of inland or tidal waters.

(2) The unusual and rapid accumulation or runoff of surface waters from any source.

FLOOD DAMAGE-RESISTANT MATERIALS. Any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair. [Also defined in FBC, B, Section 202.]

FLOOD HAZARD AREA. The greater of the following two areas: [Also defined in FBC, B, Section 202.]

(1) The area within a floodplain subject to a 1-percent or greater chance of flooding in any year.

(2) The area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

FLOOD INSURANCE RATE MAP (FIRM). The official map of the community on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the community. [Also defined in FBC, B, Section 202.]

FLOOD INSURANCE STUDY (FIS). The official hydraulic and hydrologic report provided by FEMA. The study contains an examination, evaluation, and determination of flood hazards, and, if appropriate, corresponding water surface elevations, or an examination, evaluation, and determination of mudslide (i.e., mudflow) and other flood-related erosion hazards. The study may also contain flood profiles, as well as the FIRM, FHBM (where applicable), and other related data and information.

FLOODPLAIN ADMINISTRATOR. The office or position designated and charged with the administration and enforcement of Flood Plain regulations within Article 5 Division 3 (may be referred to as the Floodplain Manager).

FLOODPLAIN DEVELOPMENT PERMIT OR APPROVAL. An official document, certificate or development order issued by the community, or other evidence of approval or concurrence, which authorizes performance of specific development activities that are located in flood hazard areas and that are determined to be compliant with Article 5, Division 3.

FLOODPLAIN ELEVATIONS. The elevations established along waterbodies and in closed drainage basins which represent the hydraulic gradients for the predicted 25-Year and 100-Year flood plains. The 100-Year flood plain is shown on the adopted Marion County Flood Insurance Rate Maps and in the Flood Insurance Study (FIS). The elevations may be established by the Flood Plain Administrator or designee; by a Florida Licensed Surveyor and Mapper and approved by the Flood Plain Administrator or along the Rainbow River as established by Southwest Florida Water Management District Profiles dated July 13, 1973.

FLOODPROOFING. Any combination of structural and non-structural additions, changes, or adjustments to structures, which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

FLOODWAY. The channel of a river or other riverine watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one (1) foot. [Also defined in FBC, B, Section 202.]

FLOODWAY ENCROACHMENT ANALYSIS. An engineering analysis of the impact that a proposed encroachment into a floodway is expected to have on the floodway boundaries and base flood elevations; the evaluation shall be prepared by a qualified Florida licensed engineer using standard engineering methods and models.

FLOODWAY FRINGE. That area of the flood plain on either side of the regulatory floodway where encroachment may be permitted without additional hydraulic and/or hydrologic analysis.

FLOOR AREA. Area of all floors of buildings or structures, measured to the outside of the exterior walls.

FLOOR AREA RATIO (FAR). The gross floor area of all buildings or structures on a lot divided by the total lot area.

FLORIDA BUILDING CODE. The family of codes adopted by the Florida Building Commission, including: Florida Building Code, Building; Florida Building Code, Residential; Florida Building Code, Existing Building; Florida Building Code, Mechanical; Florida Building Code, Plumbing; Florida Building Code, Fuel Gas.

FOOD SERVICE FACILITIES. Any commercial facility that generates wastewater through the processing and preparation of food, including restaurants and other commercial facility where food is processed or prepared. It does not include facilities that only sell pre-processed or pre-packaged foods.

FREEBOARD. The additional height, usually expressed as a factor of safety in feet, above a flood level for purposes of flood plain management. Freeboard tends to compensate for many unknown factors, such as wave action, bridge openings and hydrological effect of urbanization of the watershed that could contribute to flood heights greater than the height calculated for a selected frequency flood and floodway conditions.

FRONT BUILDING LINE. A line measured between side lot lines no closer than the front setback and equal to the minimum lot width.

FUNCTIONALLY DEPENDENT USE. As it relates to floodplain management, a use that cannot be used for its intended purpose unless it is located or carried out in close proximity to water, including only docking or port facilities necessary for the loading and unloading of cargo or passengers, and shipbuilding or ship repair facilities. The term does not include long-term storage, manufacture, sales, or service facilities.

GREEN SPACE. A parcel or area of land which is developed, planted, and maintained with trees, shrubs, groundcovers or turfgrass or a combination thereof, and is reserved for a yard area, landscape area, public or private park or recreation area, drainage retention areas and other similar areas.

GROUND SIGN. A sign that is supported by one or more columns, upright poles, or braces extended from the ground or from an object on the ground, or that is erected on the ground, where no part of the sign is attached to any part of a building.

GROWTH SERVICES DIRECTOR. Growth Services Director or his designee.

HARDSHIP. As it relates to flood plain management and variances to the flood plain overlay zone, the exceptional hardship associated with the land that would result from a failure to grant the requested variance. The community requires that the variance is exceptional, unusual, and peculiar to the property involved. Mere economic or financial hardship alone is not exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one's neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

HAZARD. A cross-connection or potential cross-connection which involves an actual or potential threat to the quality and/or potability of the water supplied by a public potable water system. The degree of hazard associated with any private water system shall be determined from an evaluation of the conditions existing within that system.

HEALTH HAZARD. A hazard involving any substance that could, if introduced into the public potable water system, cause death or illness, spread disease, or have a high probability of causing such effects.

HEAVY MACHINERY OR EQUIPMENT. Machinery used primarily by the construction, mining, well drilling, oil and gas industries and including overhead traveling cranes, hoists, and monorail systems for installation in factories, warehouses, marinas, and other industrial and commercial establishments.

HEIGHT OF BUILDING. The vertical distance from the established grade at the center of the front of the building to the highest point of the roof surface for a flat roof, to the deck line for a mansard roof and the height of the ridge for gable, hip, and gambrel roofs.

HIGH VOLUME IRRIGATION. An irrigation system (or zone) which utilizes heads or emitters with application rates higher than 0.5 gpm.

HIGHEST ADJACENT GRADE. The highest natural elevation of the ground surface, prior to the start of construction, next to the proposed walls or foundation of a structure.

HISTORIC STRUCTURE. Any structure that is determined eligible for the exception to the flood hazard area requirements of the Florida Building Code, Existing Building, Chapter 12 Historic Buildings.

HOME OCCUPATION. Any business or commercial activity that is:

A. Conducted within a single family dwelling unit in a residential zoning classification and is incidental to the principal residential use of the premises, or

B. Conducted on the same tract with the principal structure in an agricultural zoning classification, and

C. Which is a permitted use within the agricultural zoning classification and conducted without significantly adverse impact on the surrounding area.

HORIZONTAL DATUM. An accepted current coordinate system used to describe a point on the earth's surface pre-approved by the Office of the County Engineer.

HOUSE OF WORSHIP. A structure whose principal use is public assembly for worship and teaching of religious concepts.

HOUSEHOLD PET. All animals which are normally considered as household pets and which can be maintained and cared for within the living space of a residence or outside the residence. Such animals may include but are not limited to dogs, cats, small reptiles, small rodents, fish, small birds such as parrots and parakeets, and other similar animals.

ILLUMINATED SIGN. A sign which contains a source of light or which is designed or arranged to reflect light from an artificial source including indirect lighting, neon, incandescent lights and backlighting.

IMPERVIOUS SURFACES. Those surfaces which do not absorb water including but not limited to, buildings, paved parking areas, driveways, roads, sidewalks, patios and any areas covered by brick, concrete, concrete pavers, or asphalt paving materials.

INDUSTRIAL/COMMERCIAL PARK. A tract of land that is planned, developed, and operated as an integrated facility for a number of individual industrial or commercial or mixed uses.

INFRASTRUCTURE. Facilities and services needed to sustain residential, commercial, and industrial activities. Infrastructure includes, but is not limited to, water and sewer, streets, street signage, drainage, parks and open space, and other public facilities.

INSTITUTIONAL USE. A nonprofit, religious, or public use, such as a church, library, public or private school, hospital, community home, convalescent home, adult congregate living facility, or government owned or operated building, structure, or land used for public purpose or benefit.

INTENSIVE RECREATIONAL AREAS. Sites which provide location for uses such as football, baseball, softball, soccer, and golf courses excluding such areas as secondary and tertiary roughs and out-of-bound areas. Only such sports related fields shall fit this definition while common areas and open spaces between such fields shall not be exempt from irrigation design standards or watering restrictions.

IRRIGATION. The application of water by manmade means to plant material and turfgrass.

JUNK. Used and discarded machinery, scrap, iron, steel, other ferrous and non-ferrous metals, inoperative vehicles, tools, implements or portions thereof, glass, plastic, cordage, building materials, or other waste.

JUNK YARD. A parcel of land on which junk is collected, stored, salvaged or sold, including automobile recycling facilities.

KARST FEATURE. A landform that has been modified by dissolution of soluble rock, including limestone or dolostone. These include springs, spring runs, sinkholes, solution pipes, swallets and swallow holes. A directly or indirectly connected karst feature is one where no confining layer of sediment exists to prevent runoff from directly or indirectly entering the Floridan Aquifer system.

KENNEL. Any place or premises where four or more dogs or cats, over four months of age are groomed, bred, raised, boarded, or trained for compensation or income.

LANDSCAPABLE AREA. The entire parcel less the building footprint, natural water features, surfaced and un-surfaced driveways and parking areas, road rights-of way, hardscapes such as decks and patios, and other non-planted areas. Landscapable area excludes golf course play areas, other intensive recreation areas (e.g. soccer fields, ball diamonds, etc.) and any part of a constructed stormwater management system that has a design stage or storage depth three feet or greater.

LANDSCAPE ARCHITECT. The County's Landscape Architect or his designee.

LANDSCAPE ISLAND. A raised area, usually curbed, placed to guide traffic and separate lanes, and used for landscaping, signage, or lighting.

LEASABLE/INTERIOR AREA. The area of open floor space within a structure's exterior walls and excluding the interior walls.

LETTER OF MAP CHANGE (LOMC). An official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:

(1) **LETTER OF MAP AMENDMENT (LOMA):** An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.

(2) **LETTER OF MAP REVISION (LOMR):** A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.

(3) **LETTER OF MAP REVISION BASED ON FILL (LOMR-F):** A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

(4) **CONDITIONAL LETTER OF MAP REVISION (CLOMR):** A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.

LEVEL OF SERVICE. An indicator of the extent or degree of service provided by, or proposed to be provided by, a facility based on and related to the operational characteristics of the facility. Level of service indicates the capacity per unit of demand for each public facility.

LEVEL OF SERVICE STANDARD. The level of service a facility is not to exceed as established in the Comprehensive Plan.

LIGHT-DUTY TRUCK. As defined in 40 C.F.R. 86.082-2, any motor vehicle rated at 8,500 pounds Gross Vehicular Weight Rating or less which has a vehicular curb weight of 6,000 pounds or less and which has a basic vehicle frontal area of 45 square feet or less, which is:

(1) Designed primarily for purposes of transportation of property or is a derivation of such a vehicle, or

(2) Designed primarily for transportation of persons and has a capacity of more than 12 persons; or

(3) Available with special features enabling off-street or off-highway operation and use.

LISTED SPECIES. Those species identified by the USFWS and/or FWC as endangered, threatened, or special concern.

LIVESTOCK. Includes, but is not limited to, all animals of the equine, ratite, bovine, or swine class, including goats, sheep, mules, horses, llamas, alpacas, hogs, cattle, poultry, emus, ostriches, and other grazing animals. The term livestock shall specifically exclude specialty animals.

LOCALLY SIGNIFICANT NATURAL RESOURCES. Lands or areas which include environmentally sensitive lands or other features and/or characteristics as identified by Comprehensive Plan Conservation Element Policy 1.1.2.

LOT. A designated parcel, tract, or area of land established by a plat or otherwise as permitted by law and to be used, developed, or built upon as a unit.

LOT AREA. The size of a lot measured within the lot lines and expressed in terms of acres or square feet.

LOT DEPTH. The dimension from the center of the front of the lot to the center of the rear of the lot.

LOT LINE. The boundary line of a lot.

A. **LOT LINE, FRONT.** The line abutting the street right-of-way or point of access which for corner lots shall be determined by the property owner.

B. **LOT LINE, REAR.** The lot line opposite to and most closely paralleling the front lot line.

C. **LOT LINE, SIDE.** Any lot line other than a front or rear lot line.

LOT WIDTH. The horizontal distance between the side lot lines measured at the front property line. For lots located on a curve, it shall be the chord distance of the curve at the front property line.

LOW VOLUME IRRIGATION. Irrigation by a system which utilizes devices that irrigate at rates of 0.5 gpm or less, allowing water to be placed with a high degree of efficiency at the root zone of each plant.

LOWEST ADJACENT GRADE. The lowest elevation, after the completion of construction, of the ground, sidewalk, patio, deck support, or basement entryway immediately next to the structure.

LOWEST FLOOR. The lowest floor of the lowest enclosed area of a building or structure (including basement), but excluding any unfinished or flood-resistant enclosure, other than a basement, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the non-elevation requirements of the Florida Building Code or ASCE 24. [Also defined in FBC, B, Section 202.].

MANUFACTURED BUILDING. A structure bearing a seal issued by the Florida Department of Community Affairs certifying that it is built in compliance with the requirements of the Florida Manufactured Building Act of 1979.

MANUFACTURED HOME. A structure bearing a label certifying that it is built in compliance with the Federal Manufactured Housing Construction and Safety Standards (24 CFR 3280) HUD Code. For floodplain management purposes, it is a structure, transportable in one or more sections, which is eight (8) feet or more in width and greater than four hundred (400) square feet, and which is built on a permanent, integral chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term "manufactured home" does not include a "recreational vehicle" or "park trailer." [Also defined in 15C-1.0101, F.A.C.]

MANUFACTURED HOME/MOBILE HOME PARK OR SUBDIVISION. A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

MANUFACTURED HOME PARK OR SUBDIVISION, EXISTING. As it relates to the Flood Plain Overlay Zone, a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) was completed before January 19, 1983.

MANUFACTURED HOME PARK OR SUBDIVISION, NEW. As it relates to the Flood Plain Overlay Zone, a manufactured home park, or subdivision, for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) and was completed on or after January 19, 1983.

MANUFACTURING. A commercial or industrial activity involved in the research, development, assembly, production, testing, or processing of goods, materials, components, devices, equipment, or systems.

MARINA. A premises located adjacent to water bodies, canals, or water ways providing wet or dry storage and all accessory facilities.

MARION-FRIENDLY LANDSCAPING. The use of plants (and non-plant materials such as mulch) and landscape designs and practices that are compatible with the natural environment and climate of Marion County. Marion-Friendly Landscaping minimizes the use of turfgrass that is irrigated and fertilized, and maximizes the use of plants that tolerate sandy soils and drought conditions characteristic of north-central Florida.

MARION-FRIENDLY LANDSCAPING AREA (MFLA). That portion of a new or expanded development that through the approved development plans, documents, and deed restrictions, is identified to be maintained as Marion-Friendly Landscaping and where the use of high volume irrigation, non-drought tolerant plants, and lawn chemicals (fertilizers and pesticides) on turfgrass is prohibited.

MARKET VALUE. As it relates to floodplain management, the value of buildings and structures, excluding the land and other improvements on the parcel. Market value is the actual cash value (in-kind replacement cost depreciated for age, wear and tear, neglect, and quality of construction), or tax-assessed values adjusted to approximate market value by a factor provided by the County Property Appraiser.

MARQUEE. A structure projecting from and supported by a building which extends beyond the building line or property line and fully or partially covers a sidewalk, public entrance, or other pedestrian way.

MCUD DIRECTOR. Marion County Utilities Department Director, or his designee.

MINI-WAREHOUSE (SELF-SERVICE STORAGE FACILITY). A building, or group of buildings, consisting of individual, small, self-contained units that are leased or owned for the storage of business and household goods or contractors supplies.

MOBILE HOME. A transportable structure designed to be:

A. Used as a year-round residential dwelling, built prior to enactment of the Federal Manufactured Housing Construction and Safety Standards, which became effective for all manufactured home construction on June 15, 1976, and

B. Any vehicle without independent motive power which is designed for housing accommodations and transportation over the highways on a chassis under carriage, which is an integral part thereof, but does not include travel trailers or recreational units as defined by § 320.01 FS. This definition shall include any unit which meets the criteria above and is certified by the Department of Safety and Motor Vehicles as meeting requirements of as defined in Ch. 320 FS.

MODEL HOME. A single-family dwelling unit, or units, used by a home builder to illustrate the features available to a potential purchaser of a dwelling unit when constructed on a different lot, parcel, or tract.

MODEL HOME SALES LOT OR MODEL HOME COMPLEX. Model homes designed in a cluster to create a sales facility.

MODIFY. Regarding towers, modify shall include all structural changes to a tower other than routine maintenance, including, without limitation, structural modifications, rebuilding, or relocating on the same parcel. Modify does not include adding additional or different antennas, or deleting or removing antennas.

MONOPOLE TOWER. A tower consisting of a single pole, or spine, self supported by a permanent foundation, and constructed without guy wires and ground anchors.

MULTI-DWELLING. A structure which contains three or more dwelling units.

MULTI-FAMILY. Any residential development project that consists of more than two dwelling units per building, or eight dwelling units or more per gross acre.

MULTIPLE OCCUPANCY COMPLEX. A commercial occupancy (i.e. any occupancy other than residential or agricultural) consisting of a parcel of property, or parcel of contiguous properties, existing as a unified or coordinated project, with a building or buildings housing more than one occupant, or more than one business under one ownership.

NATIVE TREE. A self-supporting woody plant which normally grows to a height of ten feet or more and which is classified as native vegetation.

NATIVE VEGETATION. Those species occurring within the state boundaries prior to European contact, according to the best available scientific and historical documentation. It includes those species understood as indigenous, occurring in natural associations and habitats that exist prior to significant human impacts.

NATURAL AREA. Undeveloped lands considered to be in, or maintained in, an undisturbed or unmodified condition which provide habitat or natural open space.

NEW CONSTRUCTION. For the purposes of administration of Article 5, Division 3 and the flood resistant construction requirements of the Florida Building Code, structures for which the "start of construction" commenced on or after January 19, 1983 and includes any subsequent improvements to such structures.

NEW MANUFACTURED HOME PARK OR SUBDIVISION. A manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after January 19, 1983. This definition is not for the purposes for floodplain management under Article 5, Division 3.

NIGHTCLUB. A bar or similar establishment providing food, refreshments, or alcoholic beverages wherein dancing is permitted or paid entertainment is provided.

NONCONFORMING LOT. A lot of record which does not conform to the current minimum requirements for a lot in the zoning classification in which it is located.

NONCONFORMING STRUCTURE. A building or structure which does not conform to the current minimum requirements for such structure in the zoning classification in which it is located.

NONCONFORMING USE. A use which is not a permitted use, or special use, in a current zoning classification.

NON-CONTIGUOUS PARCELS. Those parcels that do not have any common property lines, or which are separated by platted or unplatted roads, streets, or alleys which have been dedicated for public use, or prescriptive easements for road right-of-way purposes.

NORTH AMERICAN VERTICAL DATUM (NAVD) OF 1988. The vertical control datum of orthometric height established for vertical control surveying in the United States of America based upon the General Adjustment of the North American Datum of 1988.

OCCUPANT (OCCUPANCY). One who has certain legal rights to or control over the premises he occupies; the state of being an occupant.

OFF-SITE SIGN. A sign that identifies or communicates a commercial or non-commercial message related to an activity conducted, or service rendered, or a commodity sold at a location or on a parcel other than where the sign is located.

ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM (OSTDS). Also referred to as a septic system.

ON-SITE SIGN. A sign that identifies or communicates a commercial or non-commercial message related to an activity conducted, service rendered, or a commodity sold, at the location where the sign is installed.

OPEN BASIN. All watersheds not meeting the definition for Closed Basin.

OPEN SPACE. Land area restricted or not developed depending on its designation as natural open space or improved open space consistent with the provisions of Section 6.6.6.

ORDINARY HIGH WATER LINE (OHWL). The highest reach of a navigable, nontidal waterbody as it usually exists when in its ordinary condition and is not the highest reach of such waterbody during the high water season or in times of freshets. The term also includes the terms "ordinary high-water line" and "line of ordinary high water."

OUTSIDE STORAGE. The storage or display, outside of a completely enclosed building, of merchandise offered for sale or rent as a permitted use or of equipment, machinery, and materials used in the ordinary course of a permitted use.

OWNER. The person, firm, corporation, or governmental unit holding title of the real estate upon which construction is to take place.

PACKAGE STORE. A premises in which alcoholic beverages are sold for off-premises consumption.

PARCEL. A continuous quantity of land in the possession of or owned by, or recorded as the property of the same person or persons. A parcel may consist of contiguous platted lots.

PARCEL OF RECORD. A designated parcel, tract, or area of land established by plat, metes and bounds description, or otherwise permitted by law, to be used, developed or built upon as a unit, which complies with the applicable building codes and zoning regulations, and which existed on or before January 1, 1992, and under one ownership as of August 11, 1993.

PARK. Land which is used for active or passive recreational purposes, whether dedicated public or private.

PARK MODEL OR PARK TRAILER. A transportable unit which has a body width not exceeding 14 feet and which is built on a single chassis and is designed to provide seasonal or temporary living quarters when connected to utilities necessary for operation of installed fixtures or appliances or; a park trailer constructed to ANSI A-119.5 standards which does not exceed 400 square feet gross floor area or; a park trailer constructed to US Department of Housing and Urban Development Standards which does not exceed 500 square feet gross floor area.

PARKING AREA. An open area, other than a street or other public way, used for the parking of motor vehicles.

PARKING LANE. A lane located on the side of a street, designed to provide on-street parking of a motor vehicle.

PARKING SPACE. An area provided for the parking of a motor vehicle.

PASSIVE RECREATION. Those recreational activities afforded by such natural resources as the native flora, fauna, and aesthetic appeal of a natural setting and requiring minimal development to utilize and enjoy such resources. These activities include hiking, nature watching, unstructured play, picnicking, horseback riding and bicycle riding.

PERMEABILITY. The capacity of a porous medium for transmitting water.

PLANNED UNIT DEVELOPMENT (PUD). A designated contiguous area of property for the comprehensive development of a single use or of mixed uses.

PLANNING/ZONING MANAGER. Planning /Zoning Manager or designee.

PLAT. A map, or delineated representation of the subdivision of lands, being a complete exact representation of the subdivision and complying with this Code and Ch. 177 FS.

PLAYGROUND. Properties and facilities owned and operated by any governmental agency, or owned and operated by any private agency, including day care centers, which are open for recreational or child care purposes.

POINT OF CONNECTION. The outlet side of the meter designated to serve the customer.

PORTABLE SIGN. Any sign which is designed to be transported by trailer or on its own wheels, including such signs whose wheels have been removed and the remaining chassis or support structure converted to an A- or T-frame sign and anchored temporarily to the ground.

POTABLE WATER. Water that is suitable for human consumption.

POTENTIOMETRIC SURFACE (POTENTIOMETRIC HEAD). The level to which water would rise in a tightly cased well penetrating an aquifer. The water table and artesian pressure surfaces are particular potentiometric surfaces.

PRESSURE VACUUM BREAKER ASSEMBLY. A backflow prevention assembly which includes an independently operating, internally loaded check valve; an independently operating, loaded air inlet valve located on the discharge side of the check valve; and properly located test cocks and tightly closing resilient-seated shut-off valves attached at each end of the Assembly. This assembly shall not be used if back pressure could develop in the downstream piping.

PRINCIPAL STRUCTURE. A structure on a lot or parcel which is used, arranged, adapted or designed for the predominant or primary use for which the lot or parcel is or may be used.

PRINCIPAL USE. The primary or predominant use of a lot, parcel, structure, or structure and land in combination.

PRIVATE CLUB. A premises used for meetings or activities of persons in which use is restricted to members and guests.

PRIVATE PERFORMANCE. As it relates to the adult entertainment business, modeling, posing or the display or exposure of any specified anatomical area by an employee or independent contractor using the premises under a contract or lease, of an adult entertainment establishment to a person other than an employee while the person is in an area within the establishment not accessible during such display to all other persons in the establishment, or while the person is in an area in which the person is totally or partially screened or partitioned during such display from the view of all persons within the establishment.

PROHIBITED CONNECTION. Any connection of an unsafe system to a safe system as deemed by the MCUD.

PROJECT AREA. The limits of the land area identified on a plan where project improvements and features are proposed.

PUBLIC ACCESS REUSE. The application of reclaimed water to an area that is intended to be accessible to the general public; such as golf courses, cemeteries, parks, landscape areas, hotels, motels, and highway medians. Public access areas include private property that is not open to the public at large, but is intended for frequent use by many persons. Public access areas also include residential dwellings. Presence of authorized farm personnel or other authorized treatment plant, utilities system, or reuse system personnel does not constitute public access. Irrigation of exercise areas and other landscape areas accessible to prisoners at penal institutions shall be considered as irrigation of public access areas.

PUBLIC AREAS. Areas such as parks, playgrounds, trails, paths and other recreation areas and open spaces; scenic and historic sites; schools and other properties, buildings and structures which have been or will be conveyed or dedicated to the County or other public body.

PUBLIC FACILITIES. Transportation systems or facilities, sewer systems or facilities, solid waste systems or facilities, drainage systems or facilities, potable water systems or facilities, schools, and parks and recreation systems or facilities. **T**his includes privately operated sewer and water systems that are classified as public systems.

PUBLIC POTABLE WATER SUPPLY SYSTEMS. Wells, treatment systems, disinfection systems, reservoirs or other storage and high service pumps, pipes, lines, valves, meters, water mains, laterals, and services, used or having the present capacity for future use in connection with the obtaining and supplying of potable water for domestic consumption, fire protection, irrigation, consumption by business, or consumption by industry. Without limiting the generality of the foregoing definition, the system shall embrace all necessary appurtenances and equipment and shall include all property, rights, easements and franchises relative to any such system and deemed necessary or convenient for the operation thereof.

PUBLIC SAFETY AND NUISANCE. As it relates to the flood plain overlay zone, anything which is injurious to safety or health of the entire community or a neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal, or basin.

QUALIFYING NATURAL AREA/COMMUNITY. Those lands identified by the FDEP and the Florida Natural Areas Inventory (FNAI) produced by FDEP as significant areas which are relatively undisturbed and include flora or fauna that reflect the conditions of the area at the time colonial settlement occurred in Florida and Marion County.

RAPID-RATE LAND APPLICATION (RRLA). The use of percolation ponds or rapid infiltration basins (RIBs) or subsurface absorption fields, as described in Ch. 62 FAC.

RECEIVING AREA. Lands designated by one or more of Marion County's Transfer of Rights Programs (TRPs) as eligible to receive Transferrable Credits (TDCs) for use in adding residential dwelling units in conjunction with or in

addition to other permitted development activity on the designated lands wherein the lands are depicted on Marion County Comprehensive Plan Future Land Use map Series Map 1, *Marion County 2035 Future Land Use Map*, or Map 13, *Transfer of Rights*.

RECLAIMED WATER. Water that has received at least advanced secondary treatment and high level disinfection. Water receiving additional treatment may be used in public access areas, when in compliance with the FDEP requirements pursuant to § 62-610 FAC.

RECORDED SUBDIVISION. A platted subdivision of lands, approved by the Board of County Commissioners, which has a final plat recorded in the public records of Marion County consistent with this Code and Ch. 177 FS.

RECREATION VEHICLE PARK. A tract of ground upon which three or more single-family camp cottages, tents or recreational vehicles are located or maintained for accommodation of transients whether or not a charge is made.

RECREATIONAL FACILITY. Any public or private structure or facility used for active recreational pursuits, including such facilities as golf courses, tennis courts, racquetball courts, handball courts, baseball fields, soccer fields, football fields, basketball courts, swimming pools, jogging or exercise trails, and similar facilities.

RECREATIONAL VEHICLE. A vehicle, including a park trailer, which is: [see in section 320.01, F.S.)

(1) Built on a single chassis;

(2) Four hundred (400) square feet or less when measured at the largest horizontal projection;

(3) Designed to be self-propelled or permanently towable by a light-duty truck; and

(4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

REDUCED-PRESSURE PRINCIPLE ASSEMBLY. A Backflow Prevention Assembly which includes two independently acting check valves; a hydraulically operating, mechanically independent pressure differential relief valve located both between the check valves and below the first check valve; and properly located test cocks and tightly closing resilient-seated shut-off valves attached at each end of the Assembly.

REGISTERED DIVISIONS OF LAND. A map or survey of divisions of land three acres or larger in size, including "flag lots" as that term is commonly known in Marion County, and which was filed and accepted by Marion County prior to January 1, 1992.

REGULATED USES OR ADULT AND SEXUALLY-ORIENTED BUSINESS. Uses such as but not limited to adult book store or film store, adult booth, adult cabaret, and adult theater or mini-motion theater or drive-in.

REGULATORY FLOODWAY. The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

REMEDY A DEFICIENCY OR VIOLATION. As it relates to the flood plain overlay zone, to bring the regulation, procedure, structure or other development into compliance with State of Florida, Federal or local flood plain management regulations; or if this is not possible, to reduce the impacts of its noncompliance. Ways the impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provisions of the Flood Plain Overlay Zone in Article 5 or otherwise deterring future similar violations, or reducing Federal financial exposure with regard to the structure or other development.

REMODELING. Any change, partial removal, partial replacement, or addition to buildings.

RESIDENTIAL DUAL CHECK. A compact, mechanical Backflow Prevention Device manufactured with two independently acting, spring actuated check valves.

RESIDENTIAL SERVICE ADDRESS. A metered residential address whose private water systems serve only residential dwellings the total of which is designed to house no more than four families.

RESIDENTIAL USES. One-family dwellings, two-family dwellings, and multi-family dwellings.

RESIDUALS. Biosolids from a permitted wastewater treatment or water reuse facility and septage from an OSTDS.

RETAIL SALES. Any business activity, and related services, customarily selling goods and commodities for profit.

RETAINING WALL. A structure erected between lands of different elevation to protect structures or to prevent the loss of earth from the upper slope level.

RIVERINE. Relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

ROOF LINE. A horizontal line intersecting the highest point or points of a roof.

ROOF SIGN. A sign placed above the roof line of a building or on or against a roof slope of less than 45 degrees as measured from the vertical plane.

RUNOFF. The surface flow of stormwater.

RURAL AREA. Lands located outside the Urban Growth Boundary (UGB) as designated by the Comprehensive Plan Future Land Use Map Series Map 1 *Marion County 2035 Future Land Use Map* excluding those lands bearing an Urban Area land use designation as specified in Comprehensive Plan Future Land Use Element Appendix A, Table A-1 *Land Use Classifications and Standards*.

SAFE YIELD. The overage annual amount of groundwater that could be extracted from a groundwater basin (or reservoir) over a long period of time without causing a long term reduction of groundwater quantity, quality, or other undesirable impacts.

SCHOOL. A public or private educational institution offering students an academic curriculum, including kindergartens, elementary schools, middle schools, high schools, colleges and universities. Such term shall also include all adjacent properties owned and used by such schools for education, research, maintenance, or recreational purposes.

SCREEN. A structure or planting consisting of fencing, walls, berms, trees, or shrubs which provides sight obstruction within or to a site or property.

SEMICONFINED AQUIFER. An aquifer that receives recharge in the form of leakage through underlying or overlying semipermeable formations (aquitards).

SENDING AREA. Lands designated by one or more of Marion County's Transfer of Rights Programs (TRPs) as eligible to obtain Transferrable Credits (TDCs) which may be transferred or conveyed to a site within a designated Receiving Area where the TDCs may be used for development.

SETBACK (OR SETBACK LINE). An area defined by a lot line, street centerline, wetland line, water boundary setback line of an open body of water, or right-of-way line and a line on a lot parallel to, and a specified distance from said lines in which area no structure may be located and into which no part of any structure shall project, unless specifically permitted in this Land Development Code. Setbacks shall be measured from lot lines unless specifically stated otherwise or unless the context in which the term is used implies another intended meaning.

A. **FRONT SETBACK.** That area defined by the front lot line and a parallel line on the lot a specified distance from such front lot line.

B. **SIDE SETBACK.** An area located between a front yard setback and a rear yard setback, defined by a side lot line and a parallel line on the lot a specified distance from such side lot line.

C. **REAR SETBACK.** That area defined by the rear lot line and a parallel line on the lot a specified distance from such rear lot line.

SIGHT TRIANGLE. A triangular-shaped portion of land established at street intersections in which nothing is erected, placed, planted or allowed to grow in such a manner as to limit or obstruct the sight distance of motorists approaching or at the intersection.

SIGN. Any structure, or part thereof, or any device attached to a structure or applied to any surface or object, for visual communication, embodying letters, numerals, symbols, figures, flag, banner, pendant or designs in the nature of an announcement, direction, or advertisement, directing attention to an object, products, place, activity, service, person, institution, organization, or business and which is visible from any public street, alley, waterway, or public place. This definition of a sign shall not include any flag, notice badge, or ensign of any government or governmental agency, or any legal notice posted by and under governmental authority.

SIGN FACE AREA OR SIGN AREA. The area of any regular geometric shape which contains the entire surface area of a sign upon which copy may be placed.

SIGN STRUCTURE. Any construction used or designed to exclusively support a sign.

SIGNIFICANT IMPROVEMENT. Any reconstruction, rehabilitation, addition or other improvement of a structure, the cumulative cost of which equals or exceed 25 percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures that have incurred "substantial damage" regardless of the actual repair work performed. This term does not, however, include either: [Also defined in FBC, B, Section 202]

A. Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.

B. Any alternation of a historic structure provided the alternation will not preclude the structure's continued designation as a historic structure.

SINKHOLE. A landform created by subsidence of soil, sediment or rock as underlying strata are dissolved by ground water. Sinkholes may be directly or indirectly connected to the aquifer or disconnected by the presence of a confining layer of soil (clay) or rock that no longer allows water to permeate below this layer. The later may be expressed as a relic sinkhole or lake, depression in the land surface, or loose soils in the subsurface.

SLOW-RATE LAND APPLICATION (SRLA). The application of reclaimed water to a vegetated land surface using an overhead or spray, or subsurface drip, Irrigation system, as defined in §§ 62-610.400 and 62-610.450 FAC.

SOLUTION PIPE. A naturally occurring vertical cylindrical hole attributable to dissolution, often without surface expression and much narrower circumference than a sinkhole.

SPECIAL FLOOD HAZARD AREA (SFHA). The land in the flood plain within a community subject to a one percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO, A1-A30, AE, A99, AH, V1-V30, VE or V. [Also defined in FBC, B Section 202.]

SPECIAL USE. A use that would not be appropriate generally or without restriction throughout the particular zoning classification but which, if controlled as to number, area, location, or compatibility with the surrounding area, would not adversely affect the public health, safety, and general welfare.

SPECIAL USE PERMIT (SUP). A permit for a use that would not be appropriate generally or without restriction throughout the particular zoning classification but which, if controlled as to number, area, location, or compatibility with the surrounding area, would not adversely affect the public health, safety, and general welfare.

SPECIALTY ANIMALS. All animals including native and imported animals which have been, removed from the wild or, animals being bred, raised or kept for research, food, fur, skins, or for the production of income and/or, animals requiring a permit or license from the State Fish and Wildlife Conservation Commission or the US Fish and Wildlife Service shall be regulated by Special Use Permit. Large reptiles are included in this category. Where nine or more animals are being kept as household pets, and do not meet the above listed requirements or the below listed exclusions, they shall be treated as specialty animals and regulated by Special Use Permit. Specialty animals shall not include livestock, dogs, cats or homing/racing pigeons meeting the requirements of Article 4.

SPECIFIC CAPACITY. The ratio of well discharge to the drawdown produced, measured inside the well (gpm/ft of drawdown).

SPECIFIED ANATOMICAL AREAS. As it relates to the adult entertainment business:

A. Less than completely and opaquely covered:

(1) Human genitals;

(2) Pubic region;

(3) Buttock; or

(4) Female breast below a point immediately above the top of the areola; or

B. Human male genitals in a discernibly turgid state, even if completely and opaquely covered.

SPECIFIED SEXUAL ACTIVITIES. As it relates to the adult entertainment business:

A. Human genitals in a state of sexual stimulation or arousal;

B. Acts of human masturbation, sexual intercourse or sodomy; and

C. Fondling or other erotic touching of human genitals, pubic region, buttock or female breast.

SPRINGS PROTECTION ZONE (SPZ). An area surrounding designated springs within Marion County establishing design and development criteria intended to maintain and support the continued existence and quality of the designated springs, and divided into Primary and Secondary areas pursuant to Article 5.

START OF CONSTRUCTION. The date of issuance of permits for new construction and substantial improvements, provided the actual start of construction, repair, reconstruction, or improvement was within 180 days of permit issuance. The actual start means the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slabs or footings, installation of piles, construction of columns, or any work beyond the stage of excavation or placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main building. For substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

STATIC LEVEL. The stabilized water level in a nonpumped well.

STOCKPILE. As it relates to the springs protection zone, animal manure, including droppings, urine, and soiled bedding material, that is piled, spread, or otherwise allowed to accumulate to such depth and/or volume in excess of three cubic yards that it: a) prevents or substantially hinders the growth of grass or other vegetation, and/or b) generates leachate that can potentially contaminate ground or surface water. Manure that is spread on pasture or cropland areas in accordance with normal agronomic practices following UF/IFAS recommendations and this section is not considered stockpiling.

STORAGE COEFFICIENT. The volume of water that an aquifer releases from or takes into storage per unit surface area of aquifer per unit change in the component of head normal to that surface. In a water table aquifer the storage coefficient is essentially the same as its porosity.

STORM CELLAR. A place below grade used to accommodate occupants of the structure and emergency supplies as a means of temporary shelter against severe tornadoes or similar windstorm activity.

STREET. A public or private travelway used or intended to be used, for passage or travel by vehicles.

STREET FRONTAGE. The distance along the property line at the right-of-way or easement of the street providing primary access and exposure to the existing or proposed development.

STRUCTURE. Anything constructed or built which is located on or under land. **STUB STREET.** A portion of a street for which an extension has been proposed and approved. May be permitted when development is phased over a period of time, but only if the street in its entirety has been approved in the preliminary plan.

SUBDIVISION. The division of land into three or more lots, tracts, parcels, tiers, blocks, sites, units or any other division of land; and may include establishment of new streets and alleys, additions, and re-subdivisions or replats; and, when appropriate to the context, relates to the process of subdividing or to the lands or area subdivided.

SUBSTANTIAL DAMAGE. Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred.

SUBSTANTIAL DEVELOPMENT. As it relates to vested rights, shall mean that required permits for commencement of construction have been obtained; and permitted clearing and grading has commenced on any significant portion of the development subject to a single final local development order; and the actual construction of water and sewer lines, or streets, or the stormwater management system, on said portion of the development is substantially complete or is progressing in a manner that significantly moves the entire development toward completion.

SUBSTANTIAL IMPROVEMENT. Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the "start of construction" of the improvement. This term includes structures that have incurred "substantial damage" regardless of the actual repair work performed. This term does not, however, include either: [Also defined in FBC, B, Section 202.]

(1) Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions.

(2) Any alteration of a historic structure provided the alteration will not preclude the structure's continued designation as a historic structure.

SWALLET OR SWALLOW HOLE. A place where water disappears underground in a limestone fissure or opening at or near the surface. A swallow hole generally implies water loss in a closed depression or sinkhole, whereas a swallet may refer to water loss from a disappearing stream or streambed, even though there may be no depression.

TEST WELL. Completed well for pumping used to obtain information on capacity, groundwater quality, geologic and hydrologic conditions, and related information.

TOTAL NITROGEN (TN). As a measurement of wastewater effluent quality, Total Nitrogen is the total content of the nitrogen species of organic nitrogen, ammonia, nitrate and nitrite expressed as elemental nitrogen, N, as determined using approved methods.

TOWER. A lattice, guyed or monopole structure constructed from grade which supports antennas. The term "tower" shall not include the singular use as a amateur radio operator's equipment, as licensed by the FCC, or antenna support structures and/or towers which are less than 50 feet in height and are used only to support antennas which receive, but do not transmit television signals.

TOWER CLUSTERING. The location of two or more towers on a parcel of property.

TRANSFER OF RIGHTS PROGRAM (TRP). A program which awards or grants to a property owner Transferrable Development Credits (TDCs) which may then be transferred or conveyed to a party that may use the TDCs for the development of lands deemed eligible by Marion County.

TRANSFERRABLE DEVELOPMENT CREDIT (TDC). A residential unit equivalent which may be granted to lands within eligible Sending Areas for subsequent transfer/sale between parties wherein the TDC is used by the receiving party to provide for additional residential development on lands eligible for use in a designated Receiving Area.

TRANSMITTER TOWER. A structure designed, constructed or used for the sole purpose of broadcasting or retransmitting any form of radio, television, radar, microwave, or other type of electronic wave, or impulse.

TREE. Any self-supporting woody plant which has at least one main trunk, and is normally grown to an overall height of a minimum of ten feet.

TREE REMOVAL. To physically remove a tree, including the performance of any act by a property owner or his designated agent, on a particular parcel of record which causes the death of a tree, or the effective removal of a tree through damage.

TURFGRASS. A mat layer of monocotyledonous plants, including but not limited to Bahia, Bermuda, Centipede, Paspalum, St. Augustine, and Zoysia grasses.

TWO-FAMILY DWELLING. A structure containing two dwelling units.

UNIT. That part of a multiple occupancy complex housing one occupant or use.

UNRECORDED SUBDIVISION. A platted subdivision of lands which has been accepted by the Board of County Commissioners for filing only by the Clerk of the Court in the public records of Marion County. Said plats were prepared and filed prior to August 14, 1970, in the public records of Marion County in record books entitled "Unrecorded Subdivisions."

URBAN AREA. Lands located within the Urban Growth Boundary (UGB) as designated by the Comprehensive Plan Future Land Use Map Series Map 1 Marion County 2035 Future Land Use Map or those lands located in the Rural Area bearing an Urban Area land use designation as specified in Comprehensive Plan Future Land Use Element Appendix A, Table A-1 Land Use Classifications and Standards.

URBAN GROWTH BOUNDARY (UGB). The boundary established by Marion County Comprehensive Plan Future Land Use map Series Map 1, Marion County 2035 Future Land Use Map, which identifies the geographic area wherein higher density and intensity development and full urban services are intended to be concentrated.

UTILITY. The individuals and/or legal entities which own and are responsible for the operation and maintenance of public or private utility services such as potable water, wastewater, phone, cable, electric, etc.

VARIANCE. As it relates to the zoning requirements of this Code, a grant of relief to a particular property owner because of the practical difficulties or unnecessary hardship that would be imposed by the strict application of that zoning provision of the Code. For floodplain management purposes, a grant of relief from the requirements of Article 5, Division 3, or the flood resistant construction requirements of the Florida Building Code, which permits construction in a manner that would not otherwise be permitted by Article 5, Division 3 or the Florida Building Code.

VEHICLE SIGN. Any sign affixed to a vehicle.

VERTICAL DATUM. An accepted reference or basis for elevations pre-approved by the Office of the County Engineer.

VESTED RIGHTS. The authorization to improve and/or develop properties meeting the conditions established in Division 1.7.

VIOLATION. The failure of a structure or other development to be fully compliant with the requirements of a specific provision of this Code.

WAIVER. A grant of relief from compliance with a specific provision of this Code, not zoning related, granted to a particular property owner because of financial hardship or alternate design concept.

WASTEWATER. Any substance that contains any of the waste products, excrement, or other discharge from the bodies of human beings or animals as well as such other wastes as normally emanate from dwelling houses.

WASTEWATER SERVICE LATERAL. Those service laterals or force mains from the customer's property line to the wastewater main and all appurtenances.

WASTEWATER SYSTEM. A centralized or decentralized system for the collection and treatment of domestic wastewater and disposal of reclaimed effluent. A wastewater system includes without limitation the collection lines, wastewater treatment facility, pumping stations, intercepting sewers, force mains, and all necessary appurtenances and equipment and shall include all property, rights, easements, and franchises relating to any such system and deemed necessary or convenient for the operation thereof.

WASTEWATER TREATMENT FACILITY (WWTF). The facility at which the raw wastewater is collected and treated.

WATER BOUNDARY SETBACK LINE (WBSL). Unless previously established by Board action, the Water Boundary Setback Line is the normal or average reach of a water body during the high water season. However, on low, flat-banked water bodies where there is no well-defined mark, the boundary is located at the point up to which the presence and action of the water is so continuous that the cultivation of ordinary agricultural crops is prevented.

WATERCOURSE. A river, creek, stream, channel or other topographic feature in, on, through, or over which water flows at least periodically.

WATER DETENTION AREA (WDA). A manmade or natural facility which collects surface or subsurface water and which impedes its flow and releases the same gradually at a rate not greater than that prior to the development of the property, into natural or manmade outlets.

WATER FRONTAGE OR WATER FRONT. That side of a lot, parcel or tract abutting on a water body and which may be considered as the front for setback requirements.

WATER METER. That device, with all appurtenances, which registers water flow to a customer.

WATER RETENTION AREA (WRA). A manmade or natural facility which collects and retains surface water and allows gradual ground infiltration.

WATER SERVICE CONNECTION. The point of connection to the public potable water system (metered or non-metered) where the Utility loses jurisdiction and sanitary control over the potable water delivered to that point. Included within this definition are connections for fire hydrants and other temporary or emergency water service. For metered connections, the point of connection is the downstream end of the water meter.

WATER SERVICE LATERAL. The pipe from the water main to the point of connection.

WATER SURFACE ELEVATION. The height, in relation to an accepted vertical datum, of floods of various magnitudes and frequencies in the flood plains of coastal or riverine areas.

WATER SYSTEM. A water supply distribution system consisting of all water mains, valves, service laterals, fire hydrants, meter boxes, etc. used to deliver water from the WTP to the consumer.

WATER TREATMENT PLANT (WTP). Includes all wells, pumps, tanks, valves, piping, treatment and disinfection facilities required to withdraw, treat, and disinfect water suitable for public consumption.

WETLANDS. Those land areas featuring unique environmental and/or hydrogeologic characteristics which qualifies as wetlands pursuant to § 373.019(25) FS and § 62-340.200 FAC as determined and delineated by the appropriate jurisdictional agency

WETTEST SEASON. As defined in § 64E-6.002 FAC, that period of time each year in which the ground water table elevation can normally be expected to be at its highest elevation.

WILDLAND URBAN INTERFACE/INTERMIX ZONES: Locations which the Marion County Fire Rescue (MCFR) determines that topographical features, vegetation fuel types, local weather conditions, and prevailing winds may result in the potential for ignition of the structures from flames and firebrands of a wildland fire. A wildfire hazard severity analysis shall be provided for review and approval by MCFR.

(Ord. No. 13-20, § 2, 7-11-2013; Ord. No. 17-08, § 2(Exh. A, § 2), 4-11-2017; Ord. No. 17-11, § 4, 5-16-2017; Ord. No. 17-25, § 1(Exh. A), 10-3-2017; Ord. No. 2017-30, § 1(Exh. A, § 2), 11-7-2017; Ord. No. 18-14, § 1(Exh. A, § 2), 5-21-2018; Ord. No. 23-09 , § 1(Att. 1), 4-13-2023)

DIVISION 3. FLOODPLAIN MANAGEMENT[1]

Sec. 5.3.1. General.

A. Title. These regulations shall be known as the Floodplain Management Ordinance of Marion County, hereinafter referred to as "this ~~ordinance~~division."

B. Scope. The provisions of this section shall apply to all development that is wholly within or partially within any flood hazard area, including but not limited to the subdivision of land; filling, grading, and other site improvements and utility installations; construction, alteration, remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities that are exempt from the *Florida Building Code*; placement, installation, or replacement of manufactured homes and manufactured buildings; installation or replacement of tanks; placement of recreational vehicles; installation of swimming pools; and any other development.

C. Intent. The purposes of this ~~section~~ division and the flood load and flood resistant construction requirements of the *Florida Building Code* are to establish minimum requirements to safeguard the public health, safety, and general welfare and to minimize public and private losses due to flooding through regulation of development in flood hazard areas to:

(1) Minimize unnecessary disruption of commerce, access and public service during times of flooding;

(2) Require the use of appropriate construction practices in order to prevent or minimize future flood damage;

(3) Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development which may increase flood damage or erosion potential;

(4) Manage the alteration of flood hazard areas, watercourses, and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain;

(5) Minimize damage to public and private facilities and utilities;

(6) Help maintain a stable tax base by providing for the sound use and development of flood hazard areas;

(7) Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events; and

(8) Meet the requirements of the National Flood Insurance Program for community participation as set forth in the Title 44 Code of Federal Regulations, Section 59.22.

D. Coordination with the *Florida Building Code*. This ~~section~~ divison is intended to be administered and enforced in conjunction with the *Florida Building Code*. Where cited, ASCE 24 refers to the edition of the standard that is referenced by the *Florida Building Code*.

E. Warning. The degree of flood protection required by this ~~section~~ divison and the *Florida Building Code*, as amended by Marion County, is considered the minimum reasonable for regulatory purposes and is based on

[1]Editor's note(s)—Ord. No. 17-08, § 2(Exh. A, § 1), adopted April 11, 2017, amended Art. 5, Div. 3, in its entirety to read as herein set out. Former Art. 5, Div. 3, §§ 5.3.1—5.3.7, pertained to flood plain overlay zone (FPOZ), and derived from Ord. No. 13-20, § 2, adopted July 11, 2013.

scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by man-made or natural causes. This ~~section~~ divison does not imply that land outside of mapped special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage. The flood hazard areas and base flood elevations contained in the Flood Insurance Study and shown on Flood Insurance Rate Maps and the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60 may be revised by the Federal Emergency Management Agency, requiring this community to revise these regulations to remain eligible for participation in the National Flood Insurance Program. No guaranty of vested use, existing use, or future use is implied or expressed by compliance with this division~~section~~.

F. Disclaimer of Liability. This ~~section~~ division shall not create liability on the part of the Board of County Commissioners of Marion County or by any officer or employee thereof for any flood damage that results from reliance on this ~~section~~ division or any administrative decision lawfully made thereunder.

(Ord. No. 17-08, § 2, (Exh. A, § 1), 4-11-2017)

Sec. 5.3.2. Applicability.

A. General. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

B. Areas to which this ~~section~~ division applies. This ~~section~~ division shall apply to all flood hazard areas within the unincorporated areas of Marion County, as established in Section 5.3.2(C) of this division~~section~~.

C. Basis for establishing flood hazard areas. The Flood Insurance Study for Marion County, Florida and Incorporated Areas dated April 19, 2017, and all subsequent amendments and revisions, and the accompanying Flood Insurance Rate Maps (FIRM), and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this division~~section~~ and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at the Marion County Growth Services Department.

D. Submission of additional data to establish flood hazard areas. To establish flood hazard areas and base flood elevations, pursuant to Section 5.3.5 of this division~~section~~ the Floodplain Administrator may require submission of additional data. Where field surveyed topography prepared by a Florida licensed professional surveyor or digital topography accepted by the community indicates that ground elevations:

(1) Are below the closest applicable base flood elevation, even in areas not delineated as a special flood hazard area on a FIRM, the area shall be considered as flood hazard area and subject to the requirements of this division~~section~~ and, as applicable, the requirements of the *Florida Building Code*.

(2) Are above the closest applicable base flood elevation, the area shall be regulated as special flood hazard area unless the applicant obtains a Letter of Map Change that removes the area from the special flood hazard area.

D. Other laws. The provisions of this division~~section~~ shall not be deemed to nullify any provisions of local, state or federal law.

E. Abrogation and greater restrictions. This division~~section~~ supersedes any ~~section~~ ordinance or regulation in effect for management of development in flood hazard areas. However, it is not intended to repeal or abrogate any existing sections including but not limited to land development regulations, zoning regulations, stormwater management regulations, or the *Florida Building Code*. In the event of a conflict between this division~~section~~ and any other regulations, the more restrictive shall govern. This division~~section~~ shall not impair any deed restriction, covenant or easement, but any land that is subject to such interests shall also be governed by this division~~section~~.

F. Interpretation. In the interpretation and application of this division~~section~~, all provisions shall be:

(1) Considered as minimum requirements;

(2) Liberally construed in favor of the governing body; and

(3) Deemed neither to limit nor repeal any other powers granted under state statutes.

(Ord. No. 17-08, § 2, (Exh. A, § 1), 4-11-2017)

Sec. 5.3.3 Duties and powers of the floodplain administrator.

A. Designation. The Growth Services Director is designated as the Floodplain Administrator. The Floodplain Administrator may delegate performance of certain duties to other employees.

B. General. The Floodplain Administrator is authorized and directed to administer and enforce the provisions of this division~~section~~. The Floodplain Administrator shall have the authority to render interpretations of this division~~section~~ consistent with the intent and purpose of this division~~section~~ and may establish policies and procedures in order to clarify the application of its provisions. Such interpretations, policies, and procedures shall not have the effect of waiving requirements specifically provided in this division~~section~~ without the granting of a variance pursuant to Section 5.3.7 of this division~~section~~.

C. Applications and permits. The Floodplain Administrator, in coordination with other pertinent offices of the community, shall:

(1) Review applications and plans to determine whether proposed new development will be located in flood hazard areas;

(2) Review applications for modification of any existing development in flood hazard areas for compliance with the requirements of this division~~section~~;

(3) Interpret flood hazard area boundaries where such interpretation is necessary to determine the exact location of boundaries; a person contesting the determination shall have the opportunity to appeal the interpretation;

(4) Provide available flood elevation and flood hazard information;

(5) Determine whether additional flood hazard data shall be obtained from other sources or shall be developed by an applicant;

(6) Review applications to determine whether proposed development will be reasonably safe from flooding;

(7) Issue floodplain development permits or approvals for development other than buildings and structures that are subject to the *Florida Building Code*, including buildings, structures and facilities exempt from the *Florida Building Code*, when compliance with this division~~section~~ is demonstrated, or disapprove the same in the event of noncompliance; and

(8) Coordinate with and provide comments to the Building Official to assure that applications, plan reviews, and inspections for buildings and structures in flood hazard areas comply with the applicable provisions of this division~~section~~.

D. Substantial improvement and substantial damage determinations. For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the Building Official, shall:

(1) Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the

proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;

(2) Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;

(3) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; and

(4) Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the *Florida Building Code* and this division~~section~~ is required.

E. Modifications of the strict application of the requirements of the *Florida Building Code*. The Floodplain Administrator shall review requests submitted to the Building Official that seek approval to modify the strict application of the flood load and flood resistant construction requirements of the *Florida Building Code* to determine whether such requests require the granting of a variance pursuant to Section 5.3.7 of this division~~section~~.

F. Notices and orders. The Floodplain Administrator shall coordinate with appropriate local agencies for the issuance of all necessary notices or orders to ensure compliance with this division~~section~~.

G. Inspections. The Floodplain Administrator shall make the required inspections as specified in Section 5.3.6 of this division~~section~~ for development that is not subject to the *Florida Building Code*, including buildings, structures and facilities exempt from the *Florida Building Code*. The Floodplain Administrator shall inspect flood hazard areas to determine if development is undertaken without issuance of a permit.

H. Other duties of the Floodplain Administrator. The Floodplain Administrator shall have other duties, including but not limited to:

(1) Establish, in coordination with the Building Official, procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to Section 5.3.3(D) of this division~~section~~;

(2) Require that applicants proposing alteration of a watercourse notify adjacent communities and the Florida Division of Emergency Management, State Floodplain Management Office, and submit copies of such notifications to the Federal Emergency Management Agency (FEMA);

(3) Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the Flood Insurance Rate Maps if the analyses propose to change base flood elevations, flood hazard area boundaries, or floodway designations; such submissions shall be made within 6 months of such data becoming available;

(4) Review required design certifications and documentation of elevations specified by this division~~section~~ and the *Florida Building Code* to determine that such certifications and documentations are complete; and

(5) Notify the Federal Emergency Management Agency when the corporate boundaries of Marion County are modified.

I. Floodplain management records. Regardless of any limitation on the period required for retention of public records, the Floodplain Administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of this division~~section~~ and the flood resistant construction requirements of the *Florida Building Code*, including Flood Insurance Rate Maps; Letters of Map Change; records of issuance of permits and denial of permits; determinations of whether proposed work

constitutes substantial improvement or repair of substantial damage; required design certifications and documentation of elevations specified by the *Florida Building Code* and this divisionsection; notifications to adjacent communities, FEMA, and the state related to alterations of watercourses; assurances that the flood carrying capacity of altered watercourses will be maintained; documentation related to appeals and variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to this divisionsection and the flood resistant construction requirements of the *Florida Building Code*. These records shall be available for public inspection at the Marion County Growth Services Department.

(Ord. No. 17-08, § 2, (Exh. A, § 1), 4-11-2017)

Sec. 5.3.4. Permits.

A. Permits required. Any owner or owner's authorized agent (hereinafter "applicant") who intends to undertake any development activity within the scope of this divisionsection, including buildings, structures and facilities exempt from the *Florida Building Code*, which is wholly within or partially within any flood hazard area shall first make application to the Floodplain Administrator, and the Building Official if applicable, and shall obtain the required permit(s) and approval(s). No such permit or approval shall be issued until compliance with the requirements of this divisionsection and all other applicable codes and regulations has been satisfied.

B. Floodplain development permits or approvals. Floodplain development permits or approvals shall be issued pursuant to this divisionsection for any development activities not subject to the requirements of the *Florida Building Code*, including buildings, structures and facilities exempt from the *Florida Building Code*. Depending on the nature and extent of proposed development that includes a building or structure, the Floodplain Administrator may determine that a floodplain development permit or approval is required in addition to a building permit.

C. Buildings, structures and facilities exempt from the *Florida Building Code*. Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Sections 59 and 60), floodplain development permits or approvals shall be required for the following buildings, structures and facilities that are exempt from the *Florida Building Code* and any further exemptions provided by law, which are subject to the requirements of this divisionsection:

(1) Railroads and ancillary facilities associated with the railroad.

(2) Nonresidential farm buildings on farms, as provided in section 604.50, F.S.

(3) Temporary buildings or sheds used exclusively for construction purposes.

(4) Mobile or modular structures used as temporary offices.

(5) Those structures or facilities of electric utilities, as defined in section 366.02, F.S., which are directly involved in the generation, transmission, or distribution of electricity.

(6) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.

(7) Family mausoleums not exceeding 250 square feet in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.

(8) Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.

(9) Structures identified in section 553.73(10)(k), F.S., are not exempt from the *Florida Building Code* if such structures are located in flood hazard areas established on Flood Insurance Rate Maps

D. Application for a permit or approval. To obtain a floodplain development permit or approval the applicant shall first file an application in writing on a form furnished by the Marion County. The information provided shall:

(1) Identify and describe the development to be covered by the permit or approval.

(2) Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site.

(3) Indicate the use and occupancy for which the proposed development is intended.

(4) Be accompanied by a site plan or construction documents as specified in Section 5.3.5 of this divisionsection.

(5) State the valuation of the proposed work.

(6) Be signed by the applicant or the applicant's authorized agent.

(7) Give such other data and information as required by the Floodplain Administrator.

E. Validity of permit or approval. The issuance of a floodplain development permit or approval pursuant to this divisionsection shall not be construed to be a permit for, or approval of, any violation of this divisionsection, the *Florida Building Codes*, or any other section of this Code. The issuance of permits based on submitted applications, construction documents, and information shall not prevent the Floodplain Administrator from requiring the correction of errors and omissions.

F. Expiration. A floodplain development permit or approval shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized is suspended or abandoned for a period of 180 days after the work commences. Extensions for periods of not more than 180 days each shall be requested in writing and justifiable cause shall be demonstrated.

G. Suspension or revocation. The Floodplain Administrator is authorized to suspend or revoke a floodplain development permit or approval if the permit was issued in error, on the basis of incorrect, inaccurate or incomplete information, or in violation of this divisionsection or any other section, regulation or requirement of Marion County.

H. Other permits required. Floodplain development permits and building permits shall include a condition that all other applicable state or federal permits be obtained before commencement of the permitted development, including but not limited to the following:

(1) The St. Johns River Water Management District or Southwest Florida Water Management District, as applicable; section 373.036, F.S.

(2) Florida Department of Health for onsite sewage treatment and disposal systems; section 381.0065, F.S. and Chapter 64E-6, F.A.C.

(3) Florida Department of Environmental Protection for activities subject to the Joint Coastal Permit; section 161.055, F.S.

(4) Florida Department of Environmental Protection for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers; Section 404 of the Clean Water Act.

(5) Federal permits and approvals.

(Ord. No. 17-08, § 2, (Exh. A, § 1), 4-11-2017)

Sec. 5.3.5. Site plans and construction documents.

A. Information for development in flood hazard areas. The site plan or construction documents for any development subject to the requirements of this division~~section~~ shall be drawn to scale and shall include, as applicable to the proposed development:

(1) Delineation of flood hazard areas, floodway boundaries and flood zone(s), base flood elevation(s), and ground elevations if necessary for review of the proposed development.

(2) Where base flood elevations or floodway data are not included on the FIRM or in the Flood Insurance Study, they shall be established in accordance with Section 5.3.5(B)(2) or (3) of this division~~section~~.

(3) Where the parcel on which the proposed development will take place will have more than 50 lots or is larger than 5 acres and the base flood elevations are not included on the FIRM or in the Flood Insurance Study, such elevations shall be established in accordance with Section 5.3.5(B)(1) of this division~~section~~.

(4) Location of the proposed activity and proposed structures, and locations of existing buildings and structures.

(5) Location, extent, amount, and proposed final grades of any filling, grading, or excavation.

(6) Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose.

(7) Existing and proposed alignment of any proposed alteration of a watercourse.

The Floodplain Administrator is authorized to waive the submission of site plans, construction documents, and other data that are required by this division~~section~~ but that are not required to be prepared by a registered design professional if it is found that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance with this division~~section~~.

B. Information in flood hazard areas without base flood elevations (approximate Zone A). Where flood hazard areas are delineated on the FIRM and base flood elevation data have not been provided, the Floodplain Administrator shall:

(1) Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices.

(2) Obtain, review, and provide to applicants base flood elevation and floodway data available from a federal or state agency or other source or require the applicant to obtain and use base flood elevation and floodway data available from a federal or state agency or other source.

(3) Where base flood elevation and floodway data are not available from another source, where the available data are deemed by the Floodplain Administrator to not reasonably reflect flooding conditions, or where the available data are known to be scientifically or technically incorrect or otherwise inadequate:

(a) Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices; or

(b) Specify that the base flood elevation is two (2) feet above the highest adjacent grade at the location of the development, provided there is no evidence indicating flood depths have been or may be greater than two (2) feet.

(4) Where the base flood elevation data are to be used to support a Letter of Map Change from FEMA, advise the applicant that the analyses shall be prepared by a Florida licensed engineer in a format

required by FEMA, and that it shall be the responsibility of the applicant to satisfy the submittal requirements and pay the processing fees.

C. Additional analyses and certifications. As applicable to the location and nature of the proposed development activity, and in addition to the requirements of this section, the applicant shall have the following analyses signed and sealed by a Florida licensed engineer for submission with the site plan and construction documents:

(1) For development activities proposed to be located in a regulatory floodway, a floodway encroachment analysis that demonstrates that the encroachment of the proposed development will not cause any increase in base flood elevations; where the applicant proposes to undertake development activities that do increase base flood elevations, the applicant shall submit such analysis to FEMA as specified in Section 5.3.5(D) of this division~~section~~ and shall submit the Conditional Letter of Map Revision, if issued by FEMA, with the site plan and construction documents.

(2) For development activities proposed to be located in a flood hazard area identified as Zone A, AE, AH or AO, including isolated flood hazard areas whether connected or not connected to a riverine flood hazard area, or in a riverine flood hazard area for which base flood elevations are included in the Flood Insurance Study or on the FIRM and floodways have not been designated, hydrologic and hydraulic analyses that demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments, will not increase the base flood elevation at any point within unincorporated Marion County outside of contiguously owned land by the applicant, and demonstrate compliance with Section 6.13.5.

(3) For alteration of a watercourse, an engineering analysis prepared in accordance with standard engineering practices which demonstrates that the flood-carrying capacity of the altered or relocated portion of the watercourse will not be decreased, and certification that the altered watercourse shall be maintained in a manner which preserves the channel's flood-carrying capacity; the applicant shall submit the analysis to FEMA as specified in Section 5.3.5(D) of this division.~~section~~

D. Submission of additional data. When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a Letter of Map Change from FEMA to change the base flood elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a Florida licensed engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant.

(Ord. No. 17-08, § 2, (Exh. A, § 1), 4-11-2017)

Sec. 5.3.6. Inspections.

A. General. Development for which a floodplain development permit or approval is required shall be subject to inspection.

B. Development other than buildings and structures. The Floodplain Administrator shall inspect all development to determine compliance with the requirements of this division~~section~~ and the conditions of issued floodplain development permits or approvals.

C. Buildings, structures and facilities exempt from the *Florida Building Code*. The Floodplain Administrator shall inspect buildings, structures and facilities exempt from the *Florida Building Code* to determine compliance with the requirements of this division~~section~~ and the conditions of issued floodplain development permits or approvals.

D. Buildings, structures and facilities exempt from the *Florida Building Code*, lowest floor inspection. Upon placement of the lowest floor, including basement, and prior to further vertical construction, the owner of a building, structure or facility exempt from the *Florida Building Code*, or the owner's authorized agent, shall submit to the Floodplain Administrator:

(1) If a design flood elevation was used to determine the required elevation of the lowest floor, the certification of elevation of the lowest floor prepared and sealed by a Florida licensed professional surveyor; or

(2) If the elevation used to determine the required elevation of the lowest floor was determined in accordance with Section 5.3.5(B)(3)(b) of this divisionsection, the documentation of height of the lowest floor above highest adjacent grade, prepared by the owner or the owner's authorized agent.

E. Buildings, structures and facilities exempt from the *Florida Building Code*, final inspection. As part of the final inspection, the owner or owner's authorized agent shall submit to the Floodplain Administrator a final certification of elevation of the lowest floor or final documentation of the height of the lowest floor above the highest adjacent grade; such certifications and documentations shall be prepared as specified in Section 5.3.6(D) of this divisionsection.

F. Manufactured homes. The Floodplain Administrator shall inspect manufactured homes that are installed or replaced in flood hazard areas to determine compliance with the requirements of this divisionsection and the conditions of the issued permit. Upon placement of a manufactured home, certification of the elevation of the lowest floor shall be submitted to the Floodplain Administrator.

(Ord. No. 17-08, § 2, (Exh. A, § 1), 4-11-2017)

Sec. 5.3.7. Variances and appeals.

A. General. The Marion County Development Review Committee shall hear and decide on requests for appeals and requests for variances from the strict application of this divisionsection. Pursuant to section 553.73(5), F.S., the Development Review Committee shall hear and decide on requests for appeals and requests for variances from the strict application of the flood resistant construction requirements of the *Florida Building Code*.

B. Appeals. The Development Review Committee shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the administration and enforcement of this divisionsection. Any person aggrieved by the decision may appeal such decision to the Circuit Court, as provided by Florida Statutes.

C. Limitations on authority to grant variances. The Development Review Committee shall base its decisions on variances on technical justifications submitted by applicants, the considerations for issuance in Section 5.3.7(G) of this divisionsection, the conditions of issuance set forth in Section 5.3.7(H) of this divisionsection, and the comments and recommendations of the Floodplain Administrator and the Building Official. The Development Review Committee has the right to attach such conditions as it deems necessary to further the purposes and objectives of this divisionsection.

D. Restrictions in floodways. A variance shall not be issued for any proposed development in a floodway if any increase in base flood elevations would result, as evidenced by the applicable analyses and certifications required in Section 5.3.5(C) of this divisionsection.

E. Historic buildings. A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood resistant construction requirements of the *Florida Building Code*, Existing Building, Chapter 12 Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's

continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the *Florida Building Code*.

F. Functionally dependent uses. A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use, as defined in this division~~section~~, provided the variance meets the requirements of Section 5.3.7(D), is the minimum necessary considering the flood hazard, and all due consideration has been given to use of methods and materials that minimize flood damage during occurrence of the base flood.

G. Considerations for issuance of variances. In reviewing requests for variances, the Development Review Committee shall consider all technical evaluations, all relevant factors, all other applicable provisions of the *Florida Building Code*, this division~~section~~, and the following:

(1) The danger that materials and debris may be swept onto other lands resulting in further injury or damage;

(2) The danger to life and property due to flooding or erosion damage;

(3) The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners;

(4) The importance of the services provided by the proposed development to the community;

(5) The availability of alternate locations for the proposed development that are subject to lower risk of flooding or erosion;

(6) The compatibility of the proposed development with existing and anticipated development;

(7) The relationship of the proposed development to the comprehensive plan and floodplain management program for the area;

(8) The safety of access to the property in times of flooding for ordinary and emergency vehicles;

(9) The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and

(10) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets and bridges.

H. Conditions for issuance of variances. Variances shall be issued only upon:

(1) Submission by the applicant, of a showing of good and sufficient cause that the unique characteristics of the size, configuration, or topography of the site limit compliance with any provision of this division~~section~~ or the required elevation standards;

(2) Determination by the Development Review Committee that:

(a) Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable; increased costs to satisfy the requirements or inconvenience do not constitute hardship;

(b) The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws and sections; and

(c) The variance is the minimum necessary, considering the flood hazard, to afford relief;

(3) Receipt of a signed statement by the applicant that the variance, if granted, shall be recorded in the Office of the Clerk of the Court in such a manner that it appears in the chain of title of the affected parcel of land; and

(4) If the request is for a variance to allow construction of the lowest floor of a new building, or substantial improvement of a building, below the required elevation, a copy in the record of a written notice from the Floodplain Administrator to the applicant for the variance, specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation (up to amounts as high as $25 for $100 of insurance coverage), and stating that construction below the base flood elevation increases risks to life and property.

(Ord. No. 17-08, § 2, (Exh. A, § 1), 4-11-2017)

Sec. 5.3.8. Violations.

A. Violations. Any development that is not within the scope of the *Florida Building Code* but that is regulated by this division~~section~~ that is performed without an issued permit, that is in conflict with an issued permit, or that does not fully comply with this division~~section~~, shall be deemed a violation of this division~~section~~. A building or structure without the documentation of elevation of the lowest floor, other required design certifications, or other evidence of compliance required by this division~~section~~ or the *Florida Building Code* is presumed to be a violation until such time as that documentation is provided.

B. Authority. For development that is not within the scope of the *Florida Building Code* but that is regulated by this division~~section~~ and that is determined to be a violation, the Floodplain Administrator is authorized to serve notices of violation or stop work orders to owners of the property involved, to the owner's agent, or to the person or persons performing the work.

C. Unlawful continuance. Any person who shall continue any work after having been served with a notice of violation or a stop work order, except such work as that person is directed to perform to remove or remedy a violation or unsafe condition, shall be subject to penalties as prescribed by law.

(Ord. No. 17-08, § 2, (Exh. A, § 1), 4-11-2017)

Sec. 5.3.9. Buildings and structures.

A. Design and construction of buildings, structures and facilities exempt from the *Florida Building Code*. Pursuant to Section 5.3.4(C) of this division~~section~~, buildings, structures, and facilities that are exempt from the *Florida Building Code*, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood resistant construction requirements of ASCE 24. Structures exempt from the *Florida Building Code* that are not walled and roofed buildings shall comply with the requirements of Section 5.3.15 of this division~~section~~.

B. Furthering noncompliance. Any alteration, repair, reconstruction or improvements to a building that is not in compliance with the provisions of Division 5.3 Floodplain Management or the *Florida Building Code*, shall be undertaken only if said non-conformity is not furthered, extended, or replaced.

(Ord. No. 17-08, § 2, (Exh. A, § 1), 4-11-2017)

Sec. 5.3.10. Subdivisions.

A. Minimum requirements. Subdivision proposals, including proposals for manufactured home parks and subdivisions, shall be reviewed to determine that:

(1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;

(2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and

(3) Adequate drainage is provided to reduce exposure to flood hazards; in Zones A, AE, AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

B. Subdivision plats. Where any portion of proposed subdivisions, including manufactured home parks and subdivisions, lies within a flood hazard area, the following shall be required:

(1) Delineation of flood hazard areas, floodway boundaries and flood zones, and design flood elevations, as appropriate, shall be shown on preliminary plats;

(2) Where the subdivision has more than 50 lots or is larger than 5 acres and base flood elevations are not included on the FIRM, the base flood elevations determined in accordance with Section 5.3.5(B)(1) of this division~~section~~; and

(3) Compliance with the site improvement and utilities requirements of Section 5.3.11 of this division~~section~~.

(Ord. No. 17-08, § 2, (Exh. A, § 1), 4-11-2017)

Sec. 5.3.11. Site improvements, utilities and limitations.

A. Minimum requirements. All proposed new development shall be reviewed to determine that:

(1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;

(2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and

(3) Adequate drainage is provided to reduce exposure to flood hazards; in Zones A, AE, AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

B. Sanitary sewage facilities. All new and replacement sanitary sewage facilities, private sewage treatment plants (including all pumping stations and collector systems), and on-site waste disposal systems shall be designed in accordance with the standards for onsite sewage treatment and disposal systems in Chapter 64E-6, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the facilities and discharge from the facilities into flood waters, and impairment of the facilities and systems.

C. Water supply facilities. All new and replacement water supply facilities shall be designed in accordance with the water well construction standards in Chapter 62-532.500, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the systems.

D. Limitations on sites in regulatory floodways. No development, including but not limited to site improvements, and land disturbing activity involving fill or regrading, shall be authorized in the regulatory

floodway unless the floodway encroachment analysis required in Section 5.3.5(C)(1) of this divisionsection demonstrates that the proposed development or land disturbing activity will not result in any increase in the base flood elevation.

E. Limitations on placement of fill. Subject to the limitations of this divisionsection, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour. In addition to these requirements, if intended to support buildings and structures (Zone A only), fill shall comply with the requirements of the *Florida Building Code*. For all placement of fill, demonstration that the compensating storage or other hydraulic characteristics requirement of Section 6.13.5 of the Land Development Code has been met. shall be submitted in accordance with Section 5.3.5(C)(4).

(Ord. No. 17-08, § 2, (Exh. A, § 1), 4-11-2017)

Sec. 5.3.12. Manufactured homes.

A. General. All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to section 320.8249, F.S., and shall comply with the requirements of Chapter 15C-1, F.A.C. and the requirements of this divisionsection.

B. Limitations on installation in floodways. New installations of manufactured homes shall not be permitted in floodways.

C. Foundations. All new manufactured homes and replacement manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that are designed in accordance with the foundation requirements of the *Florida Building Code Residential* Section R322.2 and this divisionsection. Foundations for manufactured homes subject to Section 5.3.12(G) of this divisionsection are permitted to be reinforced piers or other foundation elements of at least equivalent strength.

D. Anchoring. All new manufactured homes and replacement manufactured homes shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring include, but are not limited to, use of over-the-top or frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.

E. Elevation. Manufactured homes that are placed, replaced, or substantially improved shall comply with Section 5.3.12(F) or 5.3.12(G) of this section, as applicable. All manufactured homes that are placed, replaced, or substantially improved in flood hazard areas shall be elevated such that the bottom of the frame is at or above the base flood elevation plus one foot.

F. General elevation requirement. Unless subject to the requirements of Section 5.3.12(G) of this section, all manufactured homes that are placed, replaced, or substantially improved on sites located: (a) outside of a manufactured home park or subdivision; (b) in a new manufactured home park or subdivision; (c) in an expansion to an existing manufactured home park or subdivision; or (d) in an existing manufactured home park or subdivision upon which a manufactured home has incurred "substantial damage" as the result of a flood, shall be elevated such that the bottom of the frame is at or above the elevation required, as applicable to the flood hazard area, in the *Florida Building Code, Residential* Section R322.2 (Zone A).

G. Elevation requirement for certain existing manufactured home parks and subdivisions. Manufactured homes that are not subject to Section 5.3.12(F) of this section, including manufactured homes that are placed, replaced, or substantially improved on sites located in an existing manufactured home park or subdivision, unless on a site where substantial damage as result of flooding has occurred, shall be elevated such that either the:

~~(1) Bottom of the frame of the manufactured home is at or above the elevation required in the *Florida Building Code, Residential* Section R322.2 (Zone A); or~~

~~(2) Bottom of the frame is supported by reinforced piers or other foundation elements of at least equivalent strength that are not less than 48 inches in height above grade.~~

~~H~~F. Enclosures. Enclosed areas below elevated manufactured homes shall comply with the requirements of the *Florida Building Code, Residential* Section R322.2 for such enclosed areas.

~~I~~G. Utility equipment. Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall comply with the requirements of the *Florida Building Code, Residential* Section R322.

(Ord. No. 17-08, § 2, (Exh. A, § 1), 4-11-2017)

Sec. 5.3.13. Recreational vehicles and park trailers.

A. Temporary placement. Recreational vehicles and park trailers placed temporarily in flood hazard areas shall:

(1) Be on the site for fewer than 180 consecutive days; or

(2) Be fully licensed and ready for highway use, which means the recreational vehicle or park model is on wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanent attachments such as additions, rooms, stairs, decks and porches.

B. Permanent placement. Recreational vehicles and park trailers that do not meet the limitations in Section 5.3.13(A) of this division~~section~~ for temporary placement shall meet the requirements of Section 5.3.12 for manufactured homes.

(Ord. No. 17-08, § 2, (Exh. A, § 1), 4-11-2017)

Sec. 5.3.14. Tanks.

A. Underground tanks. Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty.

B. Above-ground tanks, not elevated. Above-ground tanks that do not meet the elevation requirements of Section 5.3.14(C) of this section shall be permitted in flood hazard areas provided the tanks are anchored or otherwise designed and constructed to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty and the effects of flood-borne debris.

C. Above-ground tanks, elevated. Above-ground tanks in flood hazard areas shall be attached to and elevated to or above the design flood elevation on a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area.

D. Tank inlets and vents. Tank inlets, fill openings, outlets and vents shall be:

(1) At or above the design flood elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and

(2) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

(Ord. No. 17-08, § 2, (Exh. A, § 1), 4-11-2017)

Sec. 5.3.15. Other development.

A. General requirements for other development. All development, including man-made changes to improved or unimproved real estate for which specific provisions are not specified in this division~~section~~ or the *Florida Building Code*, shall:

(1) Be located and constructed to minimize flood damage;

(2) Meet the limitations of Section 5.3.11(D) of this division~~section~~ if located in a regulated floodway;

(3) Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood;

(4) Be constructed of flood damage-resistant materials; and

(5) Have mechanical, plumbing, and electrical systems above the design flood elevation or meet the requirements of ASCE 24, except that minimum electric service required to address life safety and electric code requirements is permitted below the design flood elevation provided it conforms to the provisions of the electrical part of building code for wet locations.

B. Fences in regulated floodways. Fences in regulated floodways that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of Section 5.3.11(D) of this division~~section~~.

C. Retaining walls, sidewalks and driveways in regulated floodways. Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of Section 5.3.11(D) of this division~~section~~.

D. Roads and watercourse crossings in regulated floodways. Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways shall meet the limitations of Section 5.3.11(D) of this division~~section~~. Alteration of a watercourse that is part of a road or watercourse crossing shall meet the requirements of Section 5.3.5(C)(3) of this division~~section~~.

(Ord. No. 17-08, § 2, (Exh. A, § 1), 4-11-2017)

LDC CODE UPDATE	
DATE:	February 21,2025
LDC SECTION:	Article 1, Division 2 Definitions Article 5, Division 3 Floodplain Management
COMP PLAN REFERENCE:	N/A

DISCUSSION:

Background

During recent talks with Florida Division of Emergency Management it was brought to our attention we needed to make changes to our Land Development Code to stay in compliance with our 7 rating for the CRS/NFIP program which allows our citizens of Marion County to obtain a 15% discount off their Flood Insurance Premiums.

Changes to the LDC Article 1, Division 2 Definitions

1. Changes to the text on some definitions will state the following sentence:

This definition is not for the purposes of floodplain management under Article 5, Division 3.

2. Remove the following definitions, they are not required for NFIP compliance;
   - Floodplain Management
   - Floodplain Management Regulations
   - Program Deficiency
3. Changes need to be made for Structure and Market Value Definitions.
4. Two other minor edits for two other definitions.

Article 5, Division 3 Floodplain Management

1. Changing the word section to Division throughout Article 5, along with changing the word ordinance to division for Sec.5.3.1, General (A).
2. 5.3.2 Applicability (E), adding in ordinance or regulation in.....
3. 5.3.11 (E) changing last sentence from Section 5.3.5 to "5.13.5 of the Land Development Code has been met".
4. Sec.5.3.12 (E), changing Elevation as agreed by the LDRC panel to the following; "All manufactured homes that are placed, replaced, or substantially improved in flood hazard areas shall be elevated such that the bottom of the frame is at or above the base flood elevation plus one foot."
5. Removing 5.3.12 (F) and (G)

DIVISION 3. FLOODPLAIN MANAGEMENT[1]

Sec. 5.3.1. General.

A. Title. These regulations shall be known as the Floodplain Management Ordinance of Marion County, hereinafter referred to as "this division."

B. Scope. The provisions of this division shall apply to all development that is wholly within or partially within any flood hazard area, including but not limited to the subdivision of land; filling, grading, and other site improvements and utility installations; construction, alteration, remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities that are exempt from the *Florida Building Code*; placement, installation, or replacement of manufactured homes and manufactured buildings; installation or replacement of tanks; placement of recreational vehicles; installation of swimming pools; and any other development.

C. Intent. The purposes of this division and the flood load and flood resistant construction requirements of the *Florida Building Code* are to establish minimum requirements to safeguard the public health, safety, and general welfare and to minimize public and private losses due to flooding through regulation of development in flood hazard areas to:

(1) Minimize unnecessary disruption of commerce, access and public service during times of flooding;

(2) Require the use of appropriate construction practices in order to prevent or minimize future flood damage;

(3) Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development which may increase flood damage or erosion potential;

(4) Manage the alteration of flood hazard areas, watercourses, and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain;

(5) Minimize damage to public and private facilities and utilities;

(6) Help maintain a stable tax base by providing for the sound use and development of flood hazard areas;

(7) Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events; and

(8) Meet the requirements of the National Flood Insurance Program for community participation as set forth in the Title 44 Code of Federal Regulations, Section 59.22.

D. Coordination with the *Florida Building Code*. This division is intended to be administered and enforced in conjunction with the *Florida Building Code*. Where cited, ASCE 24 refers to the edition of the standard that is referenced by the *Florida Building Code*.

E. Warning. The degree of flood protection required by this division and the *Florida Building Code*, as amended by Marion County, is considered the minimum reasonable for regulatory purposes and is based on scientific

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[1]Editor's note(s)—Ord. No. 17-08, § 2(Exh. A, § 1), adopted April 11, 2017, amended Art. 5, Div. 3, in its entirety to read as herein set out. Former Art. 5, Div. 3, §§ 5.3.1—5.3.7, pertained to flood plain overlay zone (FPOZ), and derived from Ord. No. 13-20, § 2, adopted July 11, 2013.

and engineering considerations. Larger floods can and will occur. Flood heights may be increased by man-made or natural causes. This division does not imply that land outside of mapped special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage. The flood hazard areas and base flood elevations contained in the Flood Insurance Study and shown on Flood Insurance Rate Maps and the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60 may be revised by the Federal Emergency Management Agency, requiring this community to revise these regulations to remain eligible for participation in the National Flood Insurance Program. No guaranty of vested use, existing use, or future use is implied or expressed by compliance with this division.

F. Disclaimer of Liability. This division shall not create liability on the part of the Board of County Commissioners of Marion County or by any officer or employee thereof for any flood damage that results from reliance on this division or any administrative decision lawfully made thereunder.

(Ord. No. 17-08, § 2, (Exh. A, § 1), 4-11-2017)

Sec. 5.3.2. Applicability.

A. General. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.

B. Areas to which this division applies. This division shall apply to all flood hazard areas within the unincorporated areas of Marion County, as established in Section 5.3.2(C) of this division.

C. Basis for establishing flood hazard areas. The Flood Insurance Study for Marion County, Florida and Incorporated Areas dated April 19, 2017, and all subsequent amendments and revisions, and the accompanying Flood Insurance Rate Maps (FIRM), and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this division and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at the Marion County Growth Services Department.

D. Submission of additional data to establish flood hazard areas. To establish flood hazard areas and base flood elevations, pursuant to Section 5.3.5 of this division the Floodplain Administrator may require submission of additional data. Where field surveyed topography prepared by a Florida licensed professional surveyor or digital topography accepted by the community indicates that ground elevations:

(1) Are below the closest applicable base flood elevation, even in areas not delineated as a special flood hazard area on a FIRM, the area shall be considered as flood hazard area and subject to the requirements of this division and, as applicable, the requirements of the *Florida Building Code*.

(2) Are above the closest applicable base flood elevation, the area shall be regulated as special flood hazard area unless the applicant obtains a Letter of Map Change that removes the area from the special flood hazard area.

D. Other laws. The provisions of this division shall not be deemed to nullify any provisions of local, state or federal law.

E. Abrogation and greater restrictions. This division supersedes any ordinance or regulation in effect for management of development in flood hazard areas. However, it is not intended to repeal or abrogate any existing sections including but not limited to land development regulations, zoning regulations, stormwater management regulations, or the *Florida Building Code*. In the event of a conflict between this division and any other regulations, the more restrictive shall govern. This division shall not impair any deed restriction, covenant or easement, but any land that is subject to such interests shall also be governed by this division.

F. Interpretation. In the interpretation and application of this division, all provisions shall be:

(1) Considered as minimum requirements;

(2) Liberally construed in favor of the governing body; and

(3) Deemed neither to limit nor repeal any other powers granted under state statutes.

(Ord. No. 17-08, § 2, (Exh. A, § 1), 4-11-2017)

Sec. 5.3.3 Duties and powers of the floodplain administrator.

A. Designation. The Growth Services Director is designated as the Floodplain Administrator. The Floodplain Administrator may delegate performance of certain duties to other employees.

B. General. The Floodplain Administrator is authorized and directed to administer and enforce the provisions of this division. The Floodplain Administrator shall have the authority to render interpretations of this division consistent with the intent and purpose of this division and may establish policies and procedures in order to clarify the application of its provisions. Such interpretations, policies, and procedures shall not have the effect of waiving requirements specifically provided in this division without the granting of a variance pursuant to Section 5.3.7 of this division.

C. Applications and permits. The Floodplain Administrator, in coordination with other pertinent offices of the community, shall:

(1) Review applications and plans to determine whether proposed new development will be located in flood hazard areas;

(2) Review applications for modification of any existing development in flood hazard areas for compliance with the requirements of this division;

(3) Interpret flood hazard area boundaries where such interpretation is necessary to determine the exact location of boundaries; a person contesting the determination shall have the opportunity to appeal the interpretation;

(4) Provide available flood elevation and flood hazard information;

(5) Determine whether additional flood hazard data shall be obtained from other sources or shall be developed by an applicant;

(6) Review applications to determine whether proposed development will be reasonably safe from flooding;

(7) Issue floodplain development permits or approvals for development other than buildings and structures that are subject to the *Florida Building Code*, including buildings, structures and facilities exempt from the *Florida Building Code*, when compliance with this division is demonstrated, or disapprove the same in the event of noncompliance; and

(8) Coordinate with and provide comments to the Building Official to assure that applications, plan reviews, and inspections for buildings and structures in flood hazard areas comply with the applicable provisions of this division.

D. Substantial improvement and substantial damage determinations. For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the Building Official, shall:

(1) Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the

proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;

(2) Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;

(3) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; and

(4) Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the *Florida Building Code* and this division is required.

E. Modifications of the strict application of the requirements of the *Florida Building Code*. The Floodplain Administrator shall review requests submitted to the Building Official that seek approval to modify the strict application of the flood load and flood resistant construction requirements of the *Florida Building Code* to determine whether such requests require the granting of a variance pursuant to Section 5.3.7 of this division.

F. Notices and orders. The Floodplain Administrator shall coordinate with appropriate local agencies for the issuance of all necessary notices or orders to ensure compliance with this division.

G. Inspections. The Floodplain Administrator shall make the required inspections as specified in Section 5.3.6 of this division for development that is not subject to the *Florida Building Code*, including buildings, structures and facilities exempt from the *Florida Building Code*. The Floodplain Administrator shall inspect flood hazard areas to determine if development is undertaken without issuance of a permit.

H. Other duties of the Floodplain Administrator. The Floodplain Administrator shall have other duties, including but not limited to:

(1) Establish, in coordination with the Building Official, procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to Section 5.3.3(D) of this division;

(2) Require that applicants proposing alteration of a watercourse notify adjacent communities and the Florida Division of Emergency Management, State Floodplain Management Office, and submit copies of such notifications to the Federal Emergency Management Agency (FEMA);

(3) Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the Flood Insurance Rate Maps if the analyses propose to change base flood elevations, flood hazard area boundaries, or floodway designations; such submissions shall be made within 6 months of such data becoming available;

(4) Review required design certifications and documentation of elevations specified by this division and the *Florida Building Code* to determine that such certifications and documentations are complete; and

(5) Notify the Federal Emergency Management Agency when the corporate boundaries of Marion County are modified.

I. Floodplain management records. Regardless of any limitation on the period required for retention of public records, the Floodplain Administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of this division and the flood resistant construction requirements of the *Florida Building Code*, including Flood Insurance Rate Maps; Letters of Map Change; records of issuance of permits and denial of permits; determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required design certifications and documentation of elevations specified by the *Florida Building Code* and this division; notifications to adjacent

communities, FEMA, and the state related to alterations of watercourses; assurances that the flood carrying capacity of altered watercourses will be maintained; documentation related to appeals and variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to this division and the flood resistant construction requirements of the *Florida Building Code*. These records shall be available for public inspection at the Marion County Growth Services Department.

(Ord. No. 17-08, § 2, (Exh. A, § 1), 4-11-2017)

Sec. 5.3.4. Permits.

A. Permits required. Any owner or owner's authorized agent (hereinafter "applicant") who intends to undertake any development activity within the scope of this division, including buildings, structures and facilities exempt from the *Florida Building Code*, which is wholly within or partially within any flood hazard area shall first make application to the Floodplain Administrator, and the Building Official if applicable, and shall obtain the required permit(s) and approval(s). No such permit or approval shall be issued until compliance with the requirements of this division and all other applicable codes and regulations has been satisfied.

B. Floodplain development permits or approvals. Floodplain development permits or approvals shall be issued pursuant to this division for any development activities not subject to the requirements of the *Florida Building Code*, including buildings, structures and facilities exempt from the *Florida Building Code*. Depending on the nature and extent of proposed development that includes a building or structure, the Floodplain Administrator may determine that a floodplain development permit or approval is required in addition to a building permit.

C. Buildings, structures and facilities exempt from the *Florida Building Code*. Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Sections 59 and 60), floodplain development permits or approvals shall be required for the following buildings, structures and facilities that are exempt from the *Florida Building Code* and any further exemptions provided by law, which are subject to the requirements of this division:

(1) Railroads and ancillary facilities associated with the railroad.

(2) Nonresidential farm buildings on farms, as provided in section 604.50, F.S.

(3) Temporary buildings or sheds used exclusively for construction purposes.

(4) Mobile or modular structures used as temporary offices.

(5) Those structures or facilities of electric utilities, as defined in section 366.02, F.S., which are directly involved in the generation, transmission, or distribution of electricity.

(6) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.

(7) Family mausoleums not exceeding 250 square feet in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.

(8) Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.

(9) Structures identified in section 553.73(10)(k), F.S., are not exempt from the *Florida Building Code* if such structures are located in flood hazard areas established on Flood Insurance Rate Maps

D. Application for a permit or approval. To obtain a floodplain development permit or approval the applicant shall first file an application in writing on a form furnished by the Marion County. The information provided shall:

(1) Identify and describe the development to be covered by the permit or approval.

(2) Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site.

(3) Indicate the use and occupancy for which the proposed development is intended.

(4) Be accompanied by a site plan or construction documents as specified in Section 5.3.5 of this division.

(5) State the valuation of the proposed work.

(6) Be signed by the applicant or the applicant's authorized agent.

(7) Give such other data and information as required by the Floodplain Administrator.

E. Validity of permit or approval. The issuance of a floodplain development permit or approval pursuant to this division shall not be construed to be a permit for, or approval of, any violation of this division, the *Florida Building Codes*, or any other section of this Code. The issuance of permits based on submitted applications, construction documents, and information shall not prevent the Floodplain Administrator from requiring the correction of errors and omissions.

F. Expiration. A floodplain development permit or approval shall become invalid unless the work authorized by such permit is commenced within 180 days after its issuance, or if the work authorized is suspended or abandoned for a period of 180 days after the work commences. Extensions for periods of not more than 180 days each shall be requested in writing and justifiable cause shall be demonstrated.

G. Suspension or revocation. The Floodplain Administrator is authorized to suspend or revoke a floodplain development permit or approval if the permit was issued in error, on the basis of incorrect, inaccurate or incomplete information, or in violation of this division or any other section, regulation or requirement of Marion County.

H. Other permits required. Floodplain development permits and building permits shall include a condition that all other applicable state or federal permits be obtained before commencement of the permitted development, including but not limited to the following:

(1) The St. Johns River Water Management District or Southwest Florida Water Management District, as applicable; section 373.036, F.S.

(2) Florida Department of Health for onsite sewage treatment and disposal systems; section 381.0065, F.S. and Chapter 64E-6, F.A.C.

(3) Florida Department of Environmental Protection for activities subject to the Joint Coastal Permit; section 161.055, F.S.

(4) Florida Department of Environmental Protection for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers; Section 404 of the Clean Water Act.

(5) Federal permits and approvals.

(Ord. No. 17-08, § 2, (Exh. A, § 1), 4-11-2017)

Sec. 5.3.5. Site plans and construction documents.

A. Information for development in flood hazard areas. The site plan or construction documents for any development subject to the requirements of this division shall be drawn to scale and shall include, as applicable to the proposed development:

(1) Delineation of flood hazard areas, floodway boundaries and flood zone(s), base flood elevation(s), and ground elevations if necessary for review of the proposed development.

(2) Where base flood elevations or floodway data are not included on the FIRM or in the Flood Insurance Study, they shall be established in accordance with Section 5.3.5(B)(2) or (3) of this division.

(3) Where the parcel on which the proposed development will take place will have more than 50 lots or is larger than 5 acres and the base flood elevations are not included on the FIRM or in the Flood Insurance Study, such elevations shall be established in accordance with Section 5.3.5(B)(1) of this division.

(4) Location of the proposed activity and proposed structures, and locations of existing buildings and structures.

(5) Location, extent, amount, and proposed final grades of any filling, grading, or excavation.

(6) Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose.

(7) Existing and proposed alignment of any proposed alteration of a watercourse.

The Floodplain Administrator is authorized to waive the submission of site plans, construction documents, and other data that are required by this division but that are not required to be prepared by a registered design professional if it is found that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance with this division.

B. Information in flood hazard areas without base flood elevations (approximate Zone A). Where flood hazard areas are delineated on the FIRM and base flood elevation data have not been provided, the Floodplain Administrator shall:

(1) Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices.

(2) Obtain, review, and provide to applicants base flood elevation and floodway data available from a federal or state agency or other source or require the applicant to obtain and use base flood elevation and floodway data available from a federal or state agency or other source.

(3) Where base flood elevation and floodway data are not available from another source, where the available data are deemed by the Floodplain Administrator to not reasonably reflect flooding conditions, or where the available data are known to be scientifically or technically incorrect or otherwise inadequate:

(a) Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices; or

(b) Specify that the base flood elevation is two (2) feet above the highest adjacent grade at the location of the development, provided there is no evidence indicating flood depths have been or may be greater than two (2) feet.

(4) Where the base flood elevation data are to be used to support a Letter of Map Change from FEMA, advise the applicant that the analyses shall be prepared by a Florida licensed engineer in a format

required by FEMA, and that it shall be the responsibility of the applicant to satisfy the submittal requirements and pay the processing fees.

C. Additional analyses and certifications. As applicable to the location and nature of the proposed development activity, and in addition to the requirements of this section, the applicant shall have the following analyses signed and sealed by a Florida licensed engineer for submission with the site plan and construction documents:

(1) For development activities proposed to be located in a regulatory floodway, a floodway encroachment analysis that demonstrates that the encroachment of the proposed development will not cause any increase in base flood elevations; where the applicant proposes to undertake development activities that do increase base flood elevations, the applicant shall submit such analysis to FEMA as specified in Section 5.3.5(D) of this division and shall submit the Conditional Letter of Map Revision, if issued by FEMA, with the site plan and construction documents.

(2) For development activities proposed to be located in a flood hazard area identified as Zone A, AE, AH or AO, including isolated flood hazard areas whether connected or not connected to a riverine flood hazard area, or in a riverine flood hazard area for which base flood elevations are included in the Flood Insurance Study or on the FIRM and floodways have not been designated, hydrologic and hydraulic analyses that demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments, will not increase the base flood elevation at any point within unincorporated Marion County outside of contiguously owned land by the applicant, and demonstrate compliance with Section 6.13.5.

(3) For alteration of a watercourse, an engineering analysis prepared in accordance with standard engineering practices which demonstrates that the flood-carrying capacity of the altered or relocated portion of the watercourse will not be decreased, and certification that the altered watercourse shall be maintained in a manner which preserves the channel's flood-carrying capacity; the applicant shall submit the analysis to FEMA as specified in Section 5.3.5(D) of this division.

D. Submission of additional data. When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a Letter of Map Change from FEMA to change the base flood elevations, change floodway boundaries, or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a Florida licensed engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant.

(Ord. No. 17-08, § 2, (Exh. A, § 1), 4-11-2017)

Sec. 5.3.6. Inspections.

A. General. Development for which a floodplain development permit or approval is required shall be subject to inspection.

B. Development other than buildings and structures. The Floodplain Administrator shall inspect all development to determine compliance with the requirements of this division and the conditions of issued floodplain development permits or approvals.

C. Buildings, structures and facilities exempt from the *Florida Building Code*. The Floodplain Administrator shall inspect buildings, structures and facilities exempt from the *Florida Building Code* to determine compliance with the requirements of this division and the conditions of issued floodplain development permits or approvals.

D. Buildings, structures and facilities exempt from the *Florida Building Code*, lowest floor inspection. Upon placement of the lowest floor, including basement, and prior to further vertical construction, the owner of a building, structure or facility exempt from the *Florida Building Code*, or the owner's authorized agent, shall submit to the Floodplain Administrator:

(1) If a design flood elevation was used to determine the required elevation of the lowest floor, the certification of elevation of the lowest floor prepared and sealed by a Florida licensed professional surveyor; or

(2) If the elevation used to determine the required elevation of the lowest floor was determined in accordance with Section 5.3.5(B)(3)(b) of this division, the documentation of height of the lowest floor above highest adjacent grade, prepared by the owner or the owner's authorized agent.

E. Buildings, structures and facilities exempt from the *Florida Building Code*, final inspection. As part of the final inspection, the owner or owner's authorized agent shall submit to the Floodplain Administrator a final certification of elevation of the lowest floor or final documentation of the height of the lowest floor above the highest adjacent grade; such certifications and documentations shall be prepared as specified in Section 5.3.6(D) of this division.

F. Manufactured homes. The Floodplain Administrator shall inspect manufactured homes that are installed or replaced in flood hazard areas to determine compliance with the requirements of this division and the conditions of the issued permit. Upon placement of a manufactured home, certification of the elevation of the lowest floor shall be submitted to the Floodplain Administrator.

(Ord. No. 17-08, § 2, (Exh. A, § 1), 4-11-2017)

Sec. 5.3.7. Variances and appeals.

A. General. The Marion County Development Review Committee shall hear and decide on requests for appeals and requests for variances from the strict application of this division. Pursuant to section 553.73(5), F.S., the Development Review Committee shall hear and decide on requests for appeals and requests for variances from the strict application of the flood resistant construction requirements of the *Florida Building Code*.

B. Appeals. The Development Review Committee shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the administration and enforcement of this division. Any person aggrieved by the decision may appeal such decision to the Circuit Court, as provided by Florida Statutes.

C. Limitations on authority to grant variances. The Development Review Committee shall base its decisions on variances on technical justifications submitted by applicants, the considerations for issuance in Section 5.3.7(G) of this division, the conditions of issuance set forth in Section 5.3.7(H) of this division, and the comments and recommendations of the Floodplain Administrator and the Building Official. The Development Review Committee has the right to attach such conditions as it deems necessary to further the purposes and objectives of this division.

D. Restrictions in floodways. A variance shall not be issued for any proposed development in a floodway if any increase in base flood elevations would result, as evidenced by the applicable analyses and certifications required in Section 5.3.5(C) of this division.

E. Historic buildings. A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood resistant construction requirements of the *Florida Building Code*, Existing Building, Chapter 12 Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the

historic character and design of the building. If the proposed work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the *Florida Building Code*.

F. Functionally dependent uses. A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use, as defined in this division, provided the variance meets the requirements of Section 5.3.7(D), is the minimum necessary considering the flood hazard, and all due consideration has been given to use of methods and materials that minimize flood damage during occurrence of the base flood.

G. Considerations for issuance of variances. In reviewing requests for variances, the Development Review Committee shall consider all technical evaluations, all relevant factors, all other applicable provisions of the *Florida Building Code*, this division, and the following:

(1) The danger that materials and debris may be swept onto other lands resulting in further injury or damage;

(2) The danger to life and property due to flooding or erosion damage;

(3) The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners;

(4) The importance of the services provided by the proposed development to the community;

(5) The availability of alternate locations for the proposed development that are subject to lower risk of flooding or erosion;

(6) The compatibility of the proposed development with existing and anticipated development;

(7) The relationship of the proposed development to the comprehensive plan and floodplain management program for the area;

(8) The safety of access to the property in times of flooding for ordinary and emergency vehicles;

(9) The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and

(10) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets and bridges.

H. Conditions for issuance of variances. Variances shall be issued only upon:

(1) Submission by the applicant, of a showing of good and sufficient cause that the unique characteristics of the size, configuration, or topography of the site limit compliance with any provision of this division or the required elevation standards;

(2) Determination by the Development Review Committee that:

(a) Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable; increased costs to satisfy the requirements or inconvenience do not constitute hardship;

(b) The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws and sections; and

(c) The variance is the minimum necessary, considering the flood hazard, to afford relief;

(3) Receipt of a signed statement by the applicant that the variance, if granted, shall be recorded in the Office of the Clerk of the Court in such a manner that it appears in the chain of title of the affected parcel of land; and

(4) If the request is for a variance to allow construction of the lowest floor of a new building, or substantial improvement of a building, below the required elevation, a copy in the record of a written notice from the Floodplain Administrator to the applicant for the variance, specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation (up to amounts as high as $25 for $100 of insurance coverage), and stating that construction below the base flood elevation increases risks to life and property.

(Ord. No. 17-08, § 2, (Exh. A, § 1), 4-11-2017)

Sec. 5.3.8. Violations.

A. Violations. Any development that is not within the scope of the *Florida Building Code* but that is regulated by this division that is performed without an issued permit, that is in conflict with an issued permit, or that does not fully comply with this division, shall be deemed a violation of this division. A building or structure without the documentation of elevation of the lowest floor, other required design certifications, or other evidence of compliance required by this division or the *Florida Building Code* is presumed to be a violation until such time as that documentation is provided.

B. Authority. For development that is not within the scope of the *Florida Building Code* but that is regulated by this division and that is determined to be a violation, the Floodplain Administrator is authorized to serve notices of violation or stop work orders to owners of the property involved, to the owner's agent, or to the person or persons performing the work.

C. Unlawful continuance. Any person who shall continue any work after having been served with a notice of violation or a stop work order, except such work as that person is directed to perform to remove or remedy a violation or unsafe condition, shall be subject to penalties as prescribed by law.

(Ord. No. 17-08, § 2, (Exh. A, § 1), 4-11-2017)

Sec. 5.3.9. Buildings and structures.

A. Design and construction of buildings, structures and facilities exempt from the *Florida Building Code*. Pursuant to Section 5.3.4(C) of this division, buildings, structures, and facilities that are exempt from the *Florida Building Code*, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood resistant construction requirements of ASCE 24. Structures exempt from the *Florida Building Code* that are not walled and roofed buildings shall comply with the requirements of Section 5.3.15 of this division.

B. Furthering noncompliance. Any alteration, repair, reconstruction or improvements to a building that is not in compliance with the provisions of Division 5.3 Floodplain Management or the *Florida Building Code*, shall be undertaken only if said non-conformity is not furthered, extended, or replaced.

(Ord. No. 17-08, § 2, (Exh. A, § 1), 4-11-2017)

Sec. 5.3.10. Subdivisions.

A. Minimum requirements. Subdivision proposals, including proposals for manufactured home parks and subdivisions, shall be reviewed to determine that:

(1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;

(2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and

(3) Adequate drainage is provided to reduce exposure to flood hazards; in Zones A, AE, AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

B. Subdivision plats. Where any portion of proposed subdivisions, including manufactured home parks and subdivisions, lies within a flood hazard area, the following shall be required:

(1) Delineation of flood hazard areas, floodway boundaries and flood zones, and design flood elevations, as appropriate, shall be shown on preliminary plats;

(2) Where the subdivision has more than 50 lots or is larger than 5 acres and base flood elevations are not included on the FIRM, the base flood elevations determined in accordance with Section 5.3.5(B)(1) of this division; and

(3) Compliance with the site improvement and utilities requirements of Section 5.3.11 of this division.

(Ord. No. 17-08, § 2, (Exh. A, § 1), 4-11-2017)

Sec. 5.3.11. Site improvements, utilities and limitations.

A. Minimum requirements. All proposed new development shall be reviewed to determine that:

(1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;

(2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and

(3) Adequate drainage is provided to reduce exposure to flood hazards; in Zones A, AE, AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.

B. Sanitary sewage facilities. All new and replacement sanitary sewage facilities, private sewage treatment plants (including all pumping stations and collector systems), and on-site waste disposal systems shall be designed in accordance with the standards for onsite sewage treatment and disposal systems in Chapter 64E-6, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the facilities and discharge from the facilities into flood waters, and impairment of the facilities and systems.

C. Water supply facilities. All new and replacement water supply facilities shall be designed in accordance with the water well construction standards in Chapter 62-532.500, F.A.C. and ASCE 24 Chapter 7 to minimize or eliminate infiltration of floodwaters into the systems.

D. Limitations on sites in regulatory floodways. No development, including but not limited to site improvements, and land disturbing activity involving fill or regrading, shall be authorized in the regulatory floodway unless the floodway encroachment analysis required in Section 5.3.5(C)(1) of this division

demonstrates that the proposed development or land disturbing activity will not result in any increase in the base flood elevation.

E. Limitations on placement of fill. Subject to the limitations of this division, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour. In addition to these requirements, if intended to support buildings and structures (Zone A only), fill shall comply with the requirements of the *Florida Building Code*. For all placement of fill, demonstration that the compensating storage or other hydraulic characteristics requirement of Section 6.13.5 of the Land Development Code has been met.

(Ord. No. 17-08, § 2, (Exh. A, § 1), 4-11-2017)

Sec. 5.3.12. Manufactured homes.

A. General. All manufactured homes installed in flood hazard areas shall be installed by an installer that is licensed pursuant to section 320.8249, F.S., and shall comply with the requirements of Chapter 15C-1, F.A.C. and the requirements of this division.

B. Limitations on installation in floodways. New installations of manufactured homes shall not be permitted in floodways.

C. Foundations. All new manufactured homes and replacement manufactured homes installed in flood hazard areas shall be installed on permanent, reinforced foundations that are designed in accordance with the foundation requirements of the *Florida Building Code Residential* Section R322.2 and this division. Foundations for manufactured homes subject to Section 5.3.12(G) of this division are permitted to be reinforced piers or other foundation elements of at least equivalent strength.

D. Anchoring. All new manufactured homes and replacement manufactured homes shall be installed using methods and practices which minimize flood damage and shall be securely anchored to an adequately anchored foundation system to resist flotation, collapse or lateral movement. Methods of anchoring include, but are not limited to, use of over-the-top or frame ties to ground anchors. This anchoring requirement is in addition to applicable state and local anchoring requirements for wind resistance.

E. Elevation. All manufactured homes that are placed, replaced, or substantially improved in flood hazard areas shall be elevated such that the bottom of the frame is at or above the base flood elevation plus one foot.

F. Enclosures. Enclosed areas below elevated manufactured homes shall comply with the requirements of the *Florida Building Code, Residential* Section R322.2 for such enclosed areas.

G. Utility equipment. Elevation of the Utility equipment that serves manufactured homes, including electric, heating, ventilation, plumbing, and air conditioning equipment and other service facilities, shall comply with the required one foot above the base flood elevation.

(Ord. No. 17-08, § 2, (Exh. A, § 1), 4-11-2017)

Sec. 5.3.13. Recreational vehicles and park trailers.

A. Temporary placement. Recreational vehicles and park trailers placed temporarily in flood hazard areas shall:

(1) Be on the site for fewer than 180 consecutive days; or

(2) Be fully licensed and ready for highway use, which means the recreational vehicle or park model is on wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanent attachments such as additions, rooms, stairs, decks and porches.

B. Permanent placement. Recreational vehicles and park trailers that do not meet the limitations in Section 5.3.13(A) of this division for temporary placement shall meet the requirements of Section 5.3.12 for manufactured homes.

(Ord. No. 17-08, § 2, (Exh. A, § 1), 4-11-2017)

Sec. 5.3.14. Tanks.

A. Underground tanks. Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty.

B. Above-ground tanks, not elevated. Above-ground tanks that do not meet the elevation requirements of Section 5.3.14(C) of this division shall be permitted in flood hazard areas provided the tanks are anchored or otherwise designed and constructed to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty and the effects of flood-borne debris.

C. Above-ground tanks, elevated. Above-ground tanks in flood hazard areas shall be attached to and elevated to or above the design flood elevation on a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area.

D. Tank inlets and vents. Tank inlets, fill openings, outlets and vents shall be:

(1) At or above the design flood elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and

(2) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

(Ord. No. 17-08, § 2, (Exh. A, § 1), 4-11-2017)

Sec. 5.3.15. Other development.

A. General requirements for other development. All development, including man-made changes to improved or unimproved real estate for which specific provisions are not specified in this division or the *Florida Building Code*, shall:

(1) Be located and constructed to minimize flood damage;

(2) Meet the limitations of Section 5.3.11(D) of this division if located in a regulated floodway;

(3) Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood;

(4) Be constructed of flood damage-resistant materials; and

(5) Have mechanical, plumbing, and electrical systems above the design flood elevation or meet the requirements of ASCE 24, except that minimum electric service required to address life safety and electric code requirements is permitted below the design flood elevation provided it conforms to the provisions of the electrical part of building code for wet locations.

B. Fences in regulated floodways. Fences in regulated floodways that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of Section 5.3.11(D) of this division.

C. Retaining walls, sidewalks and driveways in regulated floodways. Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of Section 5.3.11(D) of this division.

D. Roads and watercourse crossings in regulated floodways. Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways shall meet the limitations of Section 5.3.11(D) of this division. Alteration of a watercourse that is part of a road or watercourse crossing shall meet the requirements of Section 5.3.5(C)(3) of this division.

(Ord. No. 17-08, § 2, (Exh. A, § 1), 4-11-2017)

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19962 **Agenda Date:** 8/5/2025 **Agenda No.:** 14.3.2.

SUBJECT:
Present Update for Sheriff Budget FY 2025-26

INITIATOR:
Audrey L. Fowler, Budget Director

DEPARTMENT:
Budget

DESCRIPTION/BACKGROUND:
Attached is the updated Sheriff budget for FY 2025-26.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Information only.

BUDGET CERTIFICATION, AS OF 07/9/25

TO: MARION COUNTY BOARD OF COUNTY COMMISSIONERS

I submit to you the following budget for the operation of the Office of the Sheriff for the Fiscal Year beginning October 1, 2025, and ending September 30, 2026.

	515 - BAILIFF	521 - REGULAR	523 - JAIL	525 - EM. MGT.	521 - MSTU	TOTAL - ALL BUDGETS
.10 PERSONAL SERVICES	$ 5,623,255	$ 16,970,072	$ 51,538,779	$ 771,688	$ 80,445,842	$ 155,349,636
.30 OPERATING EXPENSES	$ 295,831	$ 5,377,570	$ 23,639,979	$ 402,582	$ 16,707,039	$ 46,423,001
.60 CAPITAL OUTLAY	$ -	$ -	$ 155,680	$ 71,856	$ 2,832,781	$ 3,060,317
.90 NON-OPERATING	$ 12,234	$ 48,636	$ 221,710	$ 3,266	$ 211,975	$ 497,821
TOTAL BUDGET REQUEST	$ 5,931,320	$ 22,396,278	$ 75,556,148	$ 1,249,392	$ 100,197,637	$ 205,330,775

SHERIFF, MARION COUNTY, FLORIDA

BEFORE ME, this 9th day of July, 2025, appeared William Woods, Sheriff, Marion County, Florida, who is personally known to me, and who states that to the best of his knowledge and belief, the above established amounts are reasonable and necessary for the proper and efficient operation of the Sheriff's Office for Fiscal Year 2025-2026.

NOTARY PUBLIC, STATE OF FLORIDA

NICHOLE DODD
Commission # HH 511584
Expires May 1, 2028

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19963 **Agenda Date:** 8/5/2025 **Agenda No.:** 14.3.3.

SUBJECT:
Present Update for Property Appraiser Budget FY 2025-26

INITIATOR:
Audrey L. Fowler, Budget Director

DEPARTMENT:
Budget

DESCRIPTION/BACKGROUND:
Attached is the updated Property Appraiser budget for FY 2025-26.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Information only.

Florida Department of Revenue
Property Tax Oversight

Jim Zingale
Executive Director

5050 West Tennessee Street, Tallahassee, FL 32399

floridarevenue.com

July 15, 2025

Honorable Jimmy Cowan
Marion County Property Appraiser
jcowan@pa.marion.fl.us

Dear Mr. Cowan:

Under section 195.087, Florida Statutes (F.S.), the Department of Revenue (Department) has reviewed your budget request for your office's operations for October 1, 2025, through September 30, 2026. The Department will send copies of this letter and your tentative budget to your board of county commissioners.

The budget contains the Department's tentative amendments and changes. The salary this budget reflects for the official is based on the salary for 2024-2025. The Office of Economic and Demographic Research will provide the final salary computations for 2025-2026, and the Department will make the necessary adjustments when this information becomes available.

Section 195.087, F.S., requires the property appraiser and county commission to submit additional information or testimony before the budget becomes final on August 15, 2025. The Department will make final amendments or changes to your budget and will notify both you and your board of county commissioners then. Please submit all additional information by August 8.

If you have any questions, please contact me at (850) 617-6114.

Sincerely,

Holly Russell

Holly Russell
Budget Manager
Property Tax Oversight

Enclosure
cc: Board of County Commissioners

DR-484, R. 12/14
Rule 12D-16.002, F.A.C.
Provisional

BUDGET REQUEST FOR PROPERTY APPRAISERS
SUMMARY OF THE 2025-2026 BUDGET BY APPROPRIATION CATEGORY

MARION
COUNTY

7/15/2025
EXHIBIT A

APPROPRIATION CATEGORY	ACTUAL EXPENDITURES 2023-24	APPROVED BUDGET 2024-25	ACTUAL EXPENDITURES 3/31/25	REQUEST 2025-26	(INCREASE/DECREASE) AMOUNT	(INCREASE/DECREASE) %	AMOUNT APPROVED 2025-26	(INCREASE/DECREASE) AMOUNT	(INCREASE/DECREASE) %
(1)	(2)	(3)	(4)	(5)	(6)	(6a)	(7)	(8)	(8a)
PERSONNEL SERVICES (Sch. 1-1A)	$5,118,522	$5,490,579	$2,570,524	$5,592,502	$101,923	1.86%	$5,572,970	$82,391	1.50%
OPERATING EXPENSES (Sch. II)	$1,094,401	$1,097,178	$533,019	$1,147,866	$50,688	4.62%	$1,147,866	$50,688	4.62%
OPERATING CAPITAL OUTLAY (Sch. III)	$0	$0	$0	$0	$0	-----	$0	$0	-----
NON-OPERATING (Sch. IV)		$8,000		$230,700	$222,700	2783.75%	$230,104	$222,104	2776.30%
TOTAL AMOUNT	**$6,212,923**	**$6,595,757**	**$3,103,543**	**$6,971,068**	**$375,311**	**5.69%**	**$6,950,940**	**$355,183**	**5.39%**
NUMBER OF POSITIONS		**55**		**55**	**0**	**0.00%**	**55**	**0**	**0.00%**
					COL (5) - (3)	**COL (6) / (3)**			

DETAIL OF SALARIES

FY 2025-2026 **SCHEDULE I**

MARION

DOR USE ONLY

				REQUESTED INCREASES				APPROVED INCREASES			
Pos. No.	Position Classification	Annual Rate 9/30/25	Position Designation	Guideline	Other	Funding	Annual Rate 9/30/26	Guideline	Other	Funding	Annual Rate 9/30/26
(1)	(2)	(3)	(3a)	(4a)	(4b)	(5)	(6)	(7a)	(7b)	(8)	(9)
1	Official	185,447		0	0	185,447	185,447	0	0	185,447	185,447
54	Current Positions	3,444,286		0	0	3,486,406	3,444,286	0	0	3,486,406	3,444,286
0	New Positions					0	0			0	0
55	TOTAL	$3,629,733		$0	$0	$3,671,853	$3,629,733	$0	$0	$3,671,853	$3,629,733

DETAIL OF PERSONNEL SERVICES

MARION **SCHEDULE IA**

OBJECT CODE	ACTUAL EXPENDITURES 2023-24	APPROVED BUDGET 2024-25	ACTUAL EXPENDITURES 3/31/25	REQUEST 2025-26	INCREASE/(DECREASE) AMOUNT	INCREASE/(DECREASE) %	AMOUNT APPROVED 2025-26
(1)	(2)	(3)	(4)	(5)	(6)	(6a)	(7)
PERSONNEL SERVICES:							
11 OFFICIAL	179,301	185,447	92,724	185,447	0	0.00%	185,447
12 EMPLOYEES (REGULAR)	3,311,341	3,444,286	1,628,248	3,486,406	42,120	1.22%	3,486,406
13 EMPLOYEES (TEMPORARY)		0			0	-----	0
14 OVERTIME		1,000		1,000	0	0.00%	1,000
15 SPECIAL PAY	32,348	64,368	55,318	60,231	(4,137)	-6.43%	60,231
21 FICA							
2152 REGULAR	254,167	276,630	127,579	280,317	3,687	1.33%	280,317
2153 OTHER		0			0	-----	0
22 RETIREMENT							
2251 OFFICIAL	105,214	108,820	54,410	108,820	0	0.00%	101,198
2252 EMPLOYEE	223,515	240,465	113,914	246,105	5,640	2.35%	246,123
2253 SMS/SES	266,895	274,729	124,727	285,366	10,637	3.87%	273,438
2254 DROP	137,754	172,977	79,626	193,451	20,474	11.84%	193,451
23 LIFE & HEALTH INSURANCE	603,278	718,596	292,362	740,953	22,357	3.11%	740,953
24 WORKER'S COMPENSATION	2,784	3,261	1,616	4,406	1,145	35.11%	4,406
25 UNEMPLOYMENT COMP.	1,925	0			0	-----	0
TOTAL PERSONNEL SERVICES	**$5,118,522**	**$5,490,579**	**$2,570,524**	**$5,592,502**	**$101,923**	**1.86%**	**$5,572,970**
	Post this total to Col.(2) Ex. A	**Post this total to Col. (3) Ex. A**	**Post this total to Col. (4) Ex. A**	**Post this total to Col. (5) Ex. A**	**Col. (5) - (3)**	**Col. (6) / (3)**	

DETAIL OF OPERATING EXPENSES

MARION **SCHEDULE II**

OBJECT CODE	ACTUAL EXPENDITURES 2023-24	APPROVED BUDGET 2024-25	ACTUAL EXPENDITURES 3/31/25	REQUEST 2025-26	INCREASE/(DECREASE) AMOUNT	INCREASE/(DECREASE) %	AMOUNT APPROVED 2025-26
(1)	(2)	(3)	(4)	(5)	(6)	(6a)	(7)
OPERATING EXPENSES:							
31 PROFESSIONAL SERVICES							
3151 E.D.P.	9,796	15,852	10,920	18,780	2,928	18.47%	18,780
3152 APPRAISAL		169,452	92,156	177,925	8,473	5.00%	177,925
3153 MAPPING	25,818	38,540	34,821	4,248	(34,292)	-88.98%	4,248
3154 LEGAL	28,507	59,240	24,013	59,240	0	0.00%	59,240
3159 OTHER	110	200	70	200	0	0.00%	200
32 ACCOUNTING & AUDITING		0			0	-----	0
33 COURT REPORTER		0			0	-----	0
34 OTHER CONTRACTUAL	135,483	104,258	38,809	72,528	(31,730)	-30.43%	72,528
40 TRAVEL	16,490	41,089	14,568	41,089	0	0.00%	41,089
41 COMMUNICATIONS	26,272	28,600	13,002	28,600	0	0.00%	28,600
42 TRANSPORTATION							
4251 POSTAGE	73,552	121,375	71,655	135,721	14,346	11.82%	135,721
4252 FREIGHT		0			0	-----	0
43 UTILITIES		0			0	-----	0
44 RENTALS & LEASES							
4451 OFFICE EQUIPMENT	15,937	15,366	7,838	15,366	0	0.00%	15,366
4452 VEHICLES	55,296	55,296	27,648	55,296	0	0.00%	55,296
4453 OFFICE SPACE		0			0	-----	0
4454 E.D.P.		0			0	-----	0
45 INSURANCE & SURETY	27,752	30,950	15,794	32,465	1,515	4.89%	32,465

DETAIL OF OPERATING EXPENSES

SCHEDULE II

OBJECT CODE	ACTUAL EXPENDITURES 2023-24	APPROVED BUDGET 2024-25	ACTUAL EXPENDITURES 3/31/25	REQUEST 2025-26	INCREASE/(DECREASE) AMOUNT	INCREASE/(DECREASE) %	AMOUNT APPROVED 2025-26
(1)	(2)	(3)	(4)	(5)	(6)	(6a)	(7)
46 REPAIR & MAINTENANCE							
4651 OFFICE EQUIPMENT	69,912	9,000	1,082	10,000	1,000	11.11%	10,000
4652 VEHICLES	3,237	8,235	1,086	16,482	8,247	100.15%	16,482
4653 OFFICE SPACE		0			0	-----	0
4654 E.D.P.	293,690	102,090	90,703	133,290	31,200	30.56%	133,290
47 PRINTING & BINDING	33,491	43,089	26,966	43,089	0	0.00%	43,089
49 OTHER CURRENT CHARGES							
4951 LEGAL ADVERTISEMENTS	25	100	27	100	0	0.00%	100
4952 AERIAL PHOTOS	94,443	95,000		130,000	35,000	36.84%	130,000
4959 OTHER	13,747	15,500	2,048	15,500	0	0.00%	15,500
51 OFFICE SUPPLIES	104,827	40,000	18,104	46,000	6,000	15.00%	46,000
52 OPERATING SUPPLIES	21,876	52,581	8,333	58,361	5,780	10.99%	58,361
54 BOOKS & PUBLICATIONS							
5451 BOOKS		280		280	0	0.00%	280
5452 SUBSCRIPTIONS	4,860	8,877	2,553	9,363	486	5.47%	9,363
5453 EDUCATION	20,344	20,010	11,990	21,095	1,085	5.42%	21,095
5454 DUES/MEMBERSHIPS	18,936	22,198	18,833	22,848	650	2.93%	22,848
TOTAL OPERATING EXPENSES	**$1,094,401**	**$1,097,178**	**$533,019**	**$1,147,866**	**$50,688**	**4.62%**	**$1,147,866**
	Post this total to Col. (2) Ex. A	**Post this total to Col. (3) Ex. A**	**Post this total to Col. (4) Ex. A**	**Post this total to Col. (5) Ex. A.**	**Col. (5) - (3)**	**Col. (6) / (3)**	

DETAIL OF OPERATING CAPITAL OUTLAY

MARION **SCHEDULE III**

OBJECT CODE	ACTUAL EXPENDITURES 2023-24	APPROVED BUDGET 2024-25	ACTUAL EXPENDITURES 3/31/25	REQUEST 2025-26	INCREASE/(DECREASE) AMOUNT	INCREASE/(DECREASE) %	AMOUNT APPROVED 2025-26
(1)	(2)	(3)	(4)	(5)	(6)	(6a)	(7)
OPERATING CAPITAL OUTLAY:							
64 MACHINERY & EQUIPMENT							
6451 E.D.P.		0			0	-----	0
6452 OFFICE FURNITURE		0			0	-----	0
6453 OFFICE EQUIPMENT		0			0	-----	0
6454 VEHICLES		0			0	-----	0
66 BOOKS		0			0	-----	0
68 INTANGIBLE ASSETS		0			0	-----	0
TOTAL OPERATING CAPITAL OUTLAY	$0	$0	$0	$0	$0	-----	$0
	Post this total to Col. (2) Ex. A	Post this total to Col. (3) Ex. A	Post this total to Col. (4) Ex. A	Post this total to Col. (5) Ex. A.	Col. (5) - (3)	Col. (6) / (3)	

DETAIL OF NON-OPERATING

MARION **SCHEDULE IV**

OBJECT CODE	ACTUAL EXPENDITURES 2023-24	APPROVED BUDGET 2024-25	ACTUAL EXPENDITURES 3/31/25	REQUEST 2025-26	INCREASE/(DECREASE) AMOUNT	INCREASE/(DECREASE) %	AMOUNT APPROVED 2025-26
(1)	(2)	(3)	(4)	(5)	(6)	(6a)	(7)
NON-OPERATING:							
91 E.D.P. CONTRACT RESERVE		0			0	-----	0
92 OTHER CONTRACT RESERVE		0			0	-----	0
93 SPECIAL CONTINGENCY		0		222,700	222,700	-----	222,104
94 EMERGENCY CONTINGENCY		8,000		8,000	0	0.00%	8,000
TOTAL NON-OPERATING		**$8,000**		**$230,700**	**$222,700**	**2783.75%**	**$230,104**
		Post this total to Col. (3) Ex. A		**Post this total to Col. (5) Ex. A**	**Col. (5) - (3)**	**Col. (6) / (3)**	

MARION COUNTY PROPERTY APPRAISER'S Approved Proposed Budget 2025-26_7-15-2025		6,950,940
TAXING AUTHORITY	% OF TOTAL BUDGET	BUDGET SHARE
GENERAL FUND	74.5415%	5,181,332.21
RAINBOW LAKES ESTATES	0.0521%	3,619.81
RAINBOW LAKES ESTATES MSTU FUND	0.0354%	2,461.71
MARION OAKS	0.3238%	22,507.64
MSTU FOR LAW ENFORCEMENT	18.0754%	1,256,411.50
EMERGENCY MEDICAL SERVICES	5.5363%	384,828.28
SILVER SPRINGS SHORES SPECIAL TAXING DISTRICT	0.2313%	16,078.73
HILLS OF OCALA	0.0111%	769.42
SWFWMD - DISTRICT LEVY	0.5249%	36,487.58
SJRWMD - DISTRICT LEVY	0.6682%	46,443.12
TOTAL	100.000%	**6,950,940.00**
TAXING AUTHORITY	% OF TOTAL 2024 Levy	2024 TAXES LEVIED
GENERAL FUND	74.5415%	391,380,163.31
RAINBOW LAKES ESTATES	0.0521%	273,428.20
RAINBOW LAKES ESTATES MSTU FUND	0.0354%	185,949.20
MARION OAKS	0.3238%	1,700,150.66
MSTU FOR LAW ENFORCEMENT	18.0754%	94,905,039.58
EMERGENCY MEDICAL SERVICES	5.5363%	29,068,615.45
SILVER SPRINGS SHORES SPECIAL TAXING DISTRICT	0.2313%	1,214,532.30
HILLS OF OCALA	0.0111%	58,119.17
		518,785,997.87
SWFWMD - DISTRICT LEVY	0.5249%	2,756,147.20
SJRWMD - DISTRICT LEVY	0.6682%	3,508,154.66
		6,264,301.86
TOTAL	100.000%	525,050,299.73

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19992 **Agenda Date:** 8/5/2025 **Agenda No.:** 14.3.4.

SUBJECT:
Present Administrative Transfer Report for FY 2024-25

INITIATOR:
Audrey Fowler, Director

DEPARTMENT:
Budget

DESCRIPTION/BACKGROUND:
Attached is the Administrative Budget Transfer Report as required by Commission Policy 19-01.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Information only.

MARION COUNTY BOARD OF COUNTY COMMISSIONERS
ADMINISTRATIVE BUDGET TRANSFER REPORT

07/03/2025 to 07/24/2025

Prepared by: Gregory C. Harrell, Marion County Clerk of Court and Comptroller - Budget Department

Pursuant to Florida Statute 129.06, Execution and Amendment of Budget, the County Budget Officer has executed the following Budget Transfers as authorized by the Marion County Board of County Commissioners, Commission Policy 19-01. The Budget Transfers adhere to the following conditions:

A.The budget transfer does not change the total expenditure appropriations of a Cost Center; and
B.The transfer adheres to the following account restrictions:
i.The transfer occurs between personnel expenditure accounts (line item account cdes 510000 through 529999); or
ii.The transfer occurs between operating expenditure accounts (line item account codes 530000 through 559999); and
C.The transfer per line item account is $10,000 or less; and
D.The transfer is approved by the County Administrator; and
E.The transfer is reviewed and approved by the County Budget Officer.

General Fund

Public Relations

Journal Number # 2025-10-85 *Date Executed:* 07/17/2025

Funds are needed from Printing and Binding to Office Supplies. The office supplies are needed for daily operation in Public Relations. This is a one time request.

	Fund	Dept	Account	Account Name	Amount
From	0010	106	547101	Printing and Binding	$300
To	0010	106	551101	Office Supplies	$300

Human Resources

Journal Number # 2025-10-81 *Date Executed:* 07/09/2025

Human Resources is requesting a one-time transfer of funds from the Training & Education Program account to the Employee Service Awards account. This request is being made to cover the final service award order for the current fiscal year.

Due to the discontinuation of several items by our service award supplier, we were required to select alternative products. Unfortunately, these alternatives were more costly than the original items, resulting in a budget shortfall in the Employee Service Awards account.

We have identified funds to use for this transfer from the Training & Education Program, as both accounts are intended to support and recognize our employees. Current funding levels in the Training & Education Program are sufficient to meet the needs of employees currently enrolled in school or participating in the tuition reimbursement program.

	Fund	Dept	Account	Account Name	Amount
From	0010	170	555520	Training and Education Program	$920
To	0010	170	552113	Employee Service Awards	$920

Human Resources

Journal Number # 2025-10-1947 *Date Executed:* 07/23/2025

Human Resources is requesting a one-time transfer from Training Materials and Supplies to Training and Education. The reason these funds are needed is to attend a career fair which will be an opportunity for a different demographic of careers in Marion County. These funds are available in Training Materials and Supplies due to using slightly less of the funds at the same point in time as last year.

	Fund	Dept	Account	Account Name	Amount
From	0010	170	555301	Training Materials and Supplies	$50
To	0010	170	555501	Training and Education	$50

Fleet Management

Journal Number # 2025-10-1627 *Date Executed:* 07/18/2025

Fleet is requesting funds to be moved from Operating Supplies to Communications Services due to a projected end of FY deficit. This is due to additional fuel monitoring sensors added to different fuel sites throughout Marion County.

	Fund	Dept	Account	Account Name	Amount
From	0010	178	552108	Operating Supplies	$2,500
To	0010	178	541101	Communications Services	$2,500

Planning and Zoning

Journal Number # 2025-10-90 *Date Executed:* 07/14/2025

This one-time transfer is needed to cover additional costs of the Special Detail Sheriff Deputy for the Planning & Zoning meetings and the Resource Government Services personnel. The funds are needed due to extended meeting times and additional resource personnel. Funding for this request is available in the Printing and Binding to be placed in Contract Services - Other Misc. and Staff Leasing Services.

	Fund	Dept	Account	Account Name	Amount
From	0010	320	547101	Printing and Binding	$5,050
To	0010	320	534115	Contract Serv Staff Leasing	$4,250
To	0010	320	534101	Contract Serv Other Misc	$800

Community Services

Journal Number # 2025-10-731 *Date Executed:* 07/14/2025

Community Services requests a one-time transfer of $3,000.00 from Rental & Leases - Equipment to Travel & Per Diem. Additional funds are necessary for staff to attend conferences. This is a one time transfer.

	Fund	Dept	Account	Account Name	Amount
From	0010	340	544101	Rentals and Leases Equipment	$3,000
To	0010	340	540101	Travel and Per Diem	$3,000

Community Services

Journal Number # 2025-10-735 *Date Executed:* 07/14/2025

Community Services requests a one-time transfer of $510.00 from Postage & Freight to Promotional Activities $250 and Operating Supplies $260.00. Additional funds are necessary for department events.

	Fund	Dept	Account	Account Name	Amount
From	0010	340	542201	Postage and Freight	$510
To	0010	340	552108	Operating Supplies	$260
To	0010	340	548101	Promotional Activities	$250

Community Services

Journal Number # 2025-10-788 *Date Executed:* 07/14/2025

Additional funds are necessary for department computer updates. Community Services requests a one-time transfer of $7,350.00 to Operating Supplies - Computer Hardware from following cost centers:
$4,500.00 from Advertising & Legal
$850.00 from Communications
$1,000.00 from Contractual Services
$1,000.00 from Postage & Freight

	Fund	Dept	Account	Account Name	Amount
From	0010	340	542201	Postage and Freight	$1,000
From	0010	340	534101	Contract Serv Other Misc	$1,000
From	0010	340	549201	Advertising Legal	$4,500
From	0010	340	541101	Communications Services	$850
To	0010	340	552116	Operating Supplies Computer Hardware	$7,350

Parks and Recreation

Journal Number # 2025-10-1395 *Date Executed:* 07/18/2025

Marion County Parks & Recreation needs to transfer funds into Rentals and Leases Land. The Department received the annual invoice from the Florida Department of Environmental Protection (FDEP) pertaining to the submerged land leases for KP Hole Park and Hope Boat Ramp properties. Upon reviewing the invoice, an unforeseen increase to the fees from FDEP for these land leases was identified. The funds are available in Repair and Maintenance Equipment due to a reduction of annual equipment repair expense for the Department.

	Fund	Dept	Account	Account Name	Amount
From	0010	360	546301	Repairs and Maint Equipment	$300
To	0010	360	544301	Rentals and Leases Land	$300

Belleview Sportsplex

Journal Number # 2025-10-1624 *Date Executed:* 07/18/2025

Marion County Parks & Recreation needs to transfer funds into Rentals and Leases Equipment. Recent field improvements made at the Belleview Sportsplex necessitated that staff rent equipment for maintenance purposes. Unfortunately, the equipment was returned late, leading to an unexpected additional expense for the rental. As this unplanned cost was not included in the budget, there are insufficient funds in the expense line. Funds are available from Repair and Maintenance Equipment due to a reduction of annual equipment repair expense for the Department.

	Fund	Dept	Account	Account Name	Amount
From	0010	363	546301	Repairs and Maint Equipment	$100
To	0010	363	544101	Rentals and Leases Equipment	$100

Fine and Forfeiture Fund

State Attorney Technology

Journal Number # 2025-10-682 *Date Executed:* 07/09/2025

The State Attorney's Office (SA05) is projected to have insufficient funds to cover an upcoming invoice for emergency support services related to a recent system failure. Sufficient funds are available in the Repair and Maintenance – Computer Equipment account and can be transferred to Contract Services – Other – Miscellaneous to address this shortfall.

	Fund	Dept	Account	Account Name	Amount
From	1010	206	546312	Repairs and Maint Computer Equipment	$500
To	1010	206	534101	Contract Serv Other Misc	$500

County Transportation Maintenance Fund

Transportation

Journal Number # 2025-10-1088 *Date Executed:* 07/17/2025

Additional funding is needed in Repairs & Maintenance - Equipment to allow for spending through the end of the FY. $5,000 will be transferred from Training & Education. This account is sufficiently funded for the remainder of the FY.

	Fund	Dept	Account	Account Name	Amount
From	1020	400	555501	Training and Education	$5,000
To	1020	400	546301	Repairs and Maint Equipment	$5,000

Tourist Development Tax

Visitors and Convention Bureau

Journal Number # 2025-10-495 *Date Executed:* 07/10/2025

Tourism Development requests a transfer $945 from the Promotional Activities account to Rentals and Leases – Buildings. This one-time transfer will cover storage costs for the off-site unit used to house promotional materials that support the promotion of Ocala/Marion County.

	Fund	Dept	Account	Account Name	Amount
From	1074	155	548101	Promotional Activities	$945
To	1074	155	544401	Rentals and Leases Buildings	$945

Parks and Recreation Fees Fund

Parks and Recreation Fees

Journal Number # 2025-10-100 *Date Executed:* 07/10/2025

The Parks & Recreation Department needs to transfer funds into Other Current Charges - Miscellaneous for the service fee from ExpertPay. The funds are available from Repairs and Maintenance Computer Equipment due to savings realized in the current fiscal year.

	Fund	Dept	Account	Account Name	Amount
From	1081	362	546312	Repairs and Maint Computer Equipment	$20
To	1081	362	549990	Other Current Charges Misc Expenses	$20

Silver Springs Shores Special Tax District

Silver Springs Shores

Journal Number # 2025-10-1597 *Date Executed:* 07/18/2025

The Silver Springs Shores Community Center is seeking fund transfers for unforeseen expenses and budget adjustments.

We request a transfer of $5,000 to Operating Supplies due to higher than expected costs for events, Additionally, we are seeking $1,200 to Operating Supplies-Youth Center due to rising costs and increased expenses for camps, events and youth programming. This will allow us to maintain service levels and ensure to continue quality services for the remaining budget year. To accommodate these adjustments, we have identified available funds in the Computer Software and Repairs and Maintenance Pools Funding account, which can be utilized for this one-time transfer.

	Fund	Dept	Account	Account Name	Amount
From	1320	520	552106	Computer Software	$1,200
From	1320	520	546121	Repairs and Maint Pools Community Center	$5,000
To	1320	520	552108	Operating Supplies	$5,000
To	1320	520	552111	Operating Supplies Programs Youth Center	$1,200

Marion County Utility Fund

Utilities Water System

Journal Number # 2025-10-984 *Date Executed:* 07/17/2025

Marion County Utilities (MCU) began budgeting postage to the individual organizations in FY2025. However, in the water organization, there are more funds needed to complete the fiscal year. Because many courses for training were done remotely, there are additional funds available in Travel and Per Diem. This request is to move funds from Travel and Per Diem to Postage and Freight. This is a one time request.

	Fund	Dept	Account	Account Name	Amount
From	4520	442	540101	Travel and Per Diem	$100
To	4520	442	542201	Postage and Freight	$100

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-20010 **Agenda Date:** 8/5/2025 **Agenda No.:** 14.3.5.

SUBJECT:
Present Regular Report of Utilization for Reserve for Contingencies

INITIATOR:
Audrey L. Fowler, Budget Director

DEPARTMENT:
Budget

DESCRIPTION/BACKGROUND:
Attached is the Regular Report of the Utilization of Reserve for Contingencies for the General Fund.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Information only.

Marion County Clerk of Court and Comptroller

Board of County Commissioners

Budget Department

Gregory C. Harrell
Marion County Clerk of Court and Comptroller

Post Office Box 1030, Ocala, Florida 34478-1030
19 NW Pine Avenue, Ocala, Florida 34475

Audrey L. Fowler
Budget Director
Telephone: (352) 671-5508

MEMO TO: Gregory C. Harrell, Marion County Clerk of Court and Comptroller

FROM: Audrey L. Fowler, Budget Director

SUBJECT: Report of Utilization of Reserve for Contingencies

DATE: August 5, 2025

Below is the regular report of the Utilization of Reserve for Contingencies for the General Fund.

Please contact me if additional information is needed.

Marion County Board of County Commissioners
Utilization of Reserve for Contingencies - General Fund
Fiscal Year 2024-25

	Date	Description	Balance
Beginning Balance: October 1, 2024			$ 1,298,396
	10/15/2024	Constitutional Officer Salary Adjustment	27,293
	12/17/2024	Supervisor of Election 2025 CNG-6 Special Elections	(472,000)
	02/18/2025	Marion County Day, Marion at the Capitol, and Citizen Academy Operating Projects	(31,000)
	03/18/2025	ArcGIS Software Implementation and North US Highway 27 Corridor Study	$ (150,000)
	06/03/2025	Value Adjustment Board (VAB)	$ (15,000)
	07/15/2025	Supervisor of Election 2025 CNG-6 Special Elections Funds Returned to BOCC	$ 472,000
Balance:	07/15/2025		$ 1,129,689
Proposed:	08/05/2025	No Amendments Proposed	
Tentative:	08/05/2025		$ 1,129,689

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19914 **Agenda Date:** 8/5/2025 **Agenda No.:** 14.4.1.

SUBJECT:
Code Enforcement Board - June 11, 2025

INITIATOR:
Deputy Clerk

DEPARTMENT:
Clerk of Court

DESCRIPTION/BACKGROUND:
Code Enforcement Board - June 11, 2025

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
None, information only.

NOTICE TO ALL PARTIES

UNLESS OTHERWISE INDICATED HEREIN, FIFTEEN MINUTES PER SIDE HAS BEEN RESERVED FOR THE PRESENTATION OF EVIDENCE IN EACH CASE. WRITTEN REQUEST FOR ADDITIONAL TIME SHALL BE DELIVERED TO THE BOARD SECRETARY AT THE MARION COUNTY GROWTH SERVICES BUILDING, 2710 EAST SILVER SPRINGS BOULEVARD, OCALA, FLORIDA 34470, PRIOR TO TWO DAYS BEFORE THE SCHEDULED HEARING. ABSENT SUCH TIMELY, WRITTEN REQUEST FOR ADDITIONAL TIME, YOU MAY NOT BE ALLOWED ADDITIONAL TIME TO PRESENT YOUR CASE.

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

Board members present were Vice-Chairperson Tom Gaver, Hunter Street, John Welch and Dennis Strow. Chairperson F. Joe Krim Jr and Gary Ernst were excused. Board Attorney Vanessa Thomas, Chief Assistant County Attorney Linda Blackburn, Board Secretary Sandra Sapp and Growth Services Director Chuck Varadin were present.

1. ADOPT MINUTES

Dennis Strow made a motion to accept the Code Enforcement Board minutes from the May 14, 2025, regular meeting. Second by Hunter Street. Passed by unanimous decision.

2. SWEARING IN OF OFFICERS

Code Enforcement Supervisor Thomas Sapp, Code Enforcement Officers Marianne Lopez, Sandra Leon, Lester Holly, Maureen Bennett, Gabino Cortes, Chuck Hannah and Scott Anderson were sworn in to be under oath.

3. NEW BUSINESS

3.1 963006 LH THE ARK HEALTHCARE MANAGEMENT GROUP LLC

Code Enforcement Officer Lester Holly presented the case, submitted proof of service, evidence and gave testimony. Respondent Registered Agent Kevin Gaines was present and gave testimony.

Hunter Street made a motion that this Board find The Ark Healthcare Management Group LLC violated Marion County Code, Chapter 16, Article III, Section 16-92; Accumulation of junk; unserviceable vehicles; and direct them to clear the violation on or before July 31, 2025, or be fined $50 a day for each day the violation continues past the date set for compliance up to a maximum of $3,000. Second by Dennis Strow. Passed by unanimous decision.

3.2 978933 TS BRYAN STRAWN AND ANNIE STRAWN

Code Enforcement Supervisor Thomas Sapp presented the case, submitted proof of service, evidence and gave testimony. Complainant Jo Bianchi and respondent Bryan Strawn were present and gave testimony.

Dennis Strow made a motion that this Board find Bryan Strawn and Annie Strawn violated Marion County Land Development Code, Article 4, Division 2, Section 4.2.6, Requirements for all residential zoning classifications, by having outdoor ground or building lights casting direct light on adjacent properties; the violation has been cleared; however, the case has been presented in the event any future recurrence

may be treated as a repeat violation. Second by Hunter Street. Passed by unanimous decision.

3.3 972934 GC CHRISTOPHER RIVERA

Code Enforcement Officer Gabino Cortes presented the case, submitted proof of service, evidence and gave testimony. Respondent Christopher Rivera and respondent's friend Amanda Young were present and gave testimony.

Hunter Street made a motion that this Board find Christopher Rivera, violated Marion County Code, Chapter 16, Article III, Section 16-92; Accumulation of junk; unserviceable vehicles, and direct him to clear the violation on or before September 4, 2025, or be fined $50 a day for each day the violation continues past the date set for compliance up to a maximum of $3,000. Second by John Welch. Passed by unanimous decision.

3.4 974214 GC JANISANN LAWRENCE

Code Enforcement Officer Gabino Cortes presented the case, submitted proof of service, evidence and gave testimony. Code Enforcement Supervisor Thomas Sapp gave testimony. Respondent Janisann Lawrence and citizen Shawn Sipe were present and gave testimony.

Dennis Strow made a motion that this Board find Janisann Lawrence violated Marion County Code, Chapter 16, Article III, Section 16-92; Accumulation of junk; unserviceable vehicles; and Marion County Code, Chapter 16, Article III, Section 16-91, Litter, and direct her to clear the violation on or before July 31, 2025, or be fined $100 a day for each day the violation continues past the date set for compliance up to a maximum of $6,000. Second by John Welch. Passed by unanimous decision.

3.5 959640 MB VIMAL GOSEIN AND ANDRE JOVAN BAKER

Code Enforcement Supervisor Thomas Sapp presented the case, submitted proof of service, evidence and gave testimony. Respondents Vimal Gosein and Andre Jovan Baker were not present.

Hunter Street made a motion that this Board find Vimal Gosein violated Marion County Code, Chapter 16, Article III, Section 16-92, Accumulation of junk; unserviceable vehicles, and Andre Jovan Baker violated Marion County Code, Chapter 16, Article III, Section 16-91, Litter, Marion County Land Development Code, Article 4, Division 2, Section 4.2.6, Residential Zoning Classifications, by having accessory use without a principal structure, and Marion County Land Development Code, Article 4, Division 3, Section 4.3.27 Accessory Structures, by having accessory structures without a principal structure located on the property; and direct them to clear the violations on or before July 3, 2025, or be fined $100 a day for each day the violations continue past the date set for compliance up to a maximum of $6,000. Second by Dennis Strow. Passed by unanimous decision.

3.6 969896 MB RUBEN RODRIGUEZ VELAZQUEZ AND MA YSABEL RODRIGUEZ

Code Enforcement Officer Maureen Bennett presented the case, submitted proof of

service, evidence and gave testimony. Respondent Ma Ysabel Rodriguez and respondent's translator Joel Melchor were present and gave testimony.

Dennis Strow made a motion that this Board find Ruben Rodriguez Velazquez and Ma Ysabel Rodriguez, violated Marion County Code, Chapter 16, Article III, Section 16-92, Accumulation of junk; unserviceable vehicles, and direct them to clear the violation on or before July 3, 2025, or be fined $50 a day for each day the violation continues past the date set for compliance up to a maximum of $3,000. Second by Hunter Street. Passed by unanimous decision.

3.7 973729 MB NOE GONZALES JR AND VERONICA GONZALES

Code Enforcement Officer Maureen Bennett presented the case, submitted proof of service, evidence and gave testimony. Respondent Noe Gonzales Jr was present and gave testimony.

Hunter Street made a motion hat this Board find Noe Gonzales Jr and Veronica Gonzales violated Marion County Code, Chapter 16, Article III, Section 16-92; Accumulation of junk; unserviceable vehicles, and direct them to clear the violation on or before September 4, 2025, or be fined $100 a day for each day the violation continues past the date set for compliance up to a maximum of $6,000. Second by Dennis Strow. Passed by unanimous decision.

3.8 969963 ML ROSA I FIGUEROA

Cleared and removed

3.9 971888 ML RONNIE LEE ZELLARS

Code Enforcement Supervisor Thomas Sapp presented the case, submitted proof of service, evidence and gave testimony. Respondent Ronnie Lee Zellars was not present.

Dennis Strow made a motion that this Board find Ronnie Lee Zellars violated Marion County Code, Chapter 16, Article III, Section 16-92, Accumulation of junk; unserviceable vehicles, and direct him to clear the violation on or before July 3, 2025, or be fined $50 a day for each day the violation continues past the date set for compliance up to a maximum of $3,000. Second by John Welch. Passed by unanimous decision.

3.10 972961 ML EVERETT MICHAEL LECORN EST

Code Enforcement Supervisor Thomas Sapp presented the case, submitted proof of service, evidence and gave testimony. Respondent(s) for Everett Michael Lecorn Est was not present.

Dennis Strow made a motion that this Board find Everett Michael Lecorn Est violated Marion County Code, Chapter 16, Article III, Section 16-92, Accumulation of junk; unserviceable vehicles, Marion County Code, Chapter 16, Article III, Section 16-91, Litter, Marion County Code, Chapter 16, Article I, Division 3, Section 16-61, Managing residential waste, Marion County Code, Chapter 15, Article II, Section 15-39, Failure

to properly display assigned building numbers, and Marion County Land Development Code, Article 2, Division 22, Section 2.22.1, Right-of-way utilization; and direct them to clear the violations on or before July 3, 2025, or be fined $150 a day for each day the violations continue past the date set for compliance up to a maximum of $9,000. Second by Hunter Street. Passed by unanimous decision.

3.11 975628 ML BERNADETTE CARTER EST

Code Enforcement Supervisor Thomas Sapp presented the case, submitted proof of service, evidence and gave testimony. Respondent(s) for Bernadette Carter Est was not present.

Dennis Strow made a motion that this Board find Bernadette Carter Est violated Marion County Code, Chapter 16, Article III, Section 16-92, Accumulation of junk; unserviceable vehicles, and Marion County Code, Chapter 16, Article III, Section 16-91, Litter; and direct them to clear the violations on or before July 3, 2025, or be fined $100 a day for each day the violations continue past the date set for compliance up to a maximum of $6,000. Second by John Welch. Passed by unanimous decision.

3.12 966376 SL RANDY L MULLINS AND CECIL EDWARD WISE

Code Enforcement Supervisor Thomas Sapp presented the case, submitted proof of service, evidence and gave testimony. Respondents Randy L Mullins and Cecil Edward Wise were not present.

Dennis Strow made a motion that this Board find Randy L Mullins and Cecil Edward Wise violated 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., 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 by 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(s) without a principal structure located on the property; and direct them to clear the violations on or before July 31, 2025, or be fined $150 a day for each day the violations continue past the date set for compliance up to a maximum of $9,000. Second by John Welch. Passed by unanimous decision.

3.13 967297 SL RACHEL A TRACE, DAVID ADAMS, LOGAN ADAMS AND JACKSON ADAMS

Code Enforcement Officer Sandra Leon presented the case, submitted proof of service, evidence and gave testimony. Code Enforcement Supervisor Thomas Sapp gave testimony. Complainant Geofrey Rogers-Crocker, respondent Rachel A Trace and her husband Joseph Sobczak were present and gave testimony.

Dennis Strow made a motion that this Board find Rachel A Trace, David Adams, Logan Adams and Jackson Adams violated Marion County Code, Chapter 16, Article III, Section 16-92, Accumulation of junk; unserviceable vehicles, and Marion County Code, Chapter 16, Article III, Section 16-91, Litter, Marion County Land Development Code, Article 4, Division 3, Section 4.3.27 Accessory Structures, and Marion County

Land Development Code, Article 4, Division 2, Section 4.2.2, Agricultural Zoning Classifications, by having accessory structure/ use without a principal structure and by occupying an RV in an improper zoning classification; and direct them to clear the violations on or before July 31, 2025, or be fined $200 a day for each day the violations continue past the date set for compliance up to a maximum of $12,000. Second by John Welch. Passed by unanimous decision.

3.14 973090 SL PATRICIA C FOWLER

Removed

3.15 973708 SL NICOLE COOPER AND TAMMY BROOME

Code Enforcement Supervisor Thomas Sapp presented the case, submitted proof of service, evidence and gave testimony. Respondents Nicole Cooper and Tammy Broome were not present.

Dennis Strow made a motion that this Board find Nicole Cooper and Tammy Broome violated Marion County Code, Chapter 16, Article III, Section 16-92, Accumulation of junk; unserviceable vehicles, Marion County Code, Chapter 15, Article II, Section 15-39, Failure to properly display assigned building numbers, and Marion County Code, Chapter 2, Article V, Sections 2-205(c) and 2-207(a), Repeat violation; and that they be fined $500 for the repeat violation and further be directed to clear the violations on or before July 3, 2025, or be fined $100 a day for each day the violations continue past the date set for compliance up to a maximum of $6,000. Second by Hunter Street. Passed by unanimous decision.

3.16 977466 SL SILVER SPRINGS ACRES INC

Cleared and removed

3.17 978693 SL JULIANA RODRIGUEZ

Code Enforcement Officer Sandra Leon presented the case, submitted proof of service, evidence and gave testimony. Respondent Juliana Rodriguez was present and gave testimony.

Dennis Strow made a motion that this Board find Juliana Rodriguez violated Marion County Code, Chapter 16, Article III, Section 16-92, Accumulation of junk; unserviceable vehicles, Marion County Code, Chapter 16, Article III, Section 16-91, Litter, and Marion County Land Development Code, Article 4, Division 2, Section 4.2.6, Residential Zoning Classifications, by having accessory use without a principal structure; and direct her to clear the violations on or before July 3, 2025, or be fined $150 a day for each day the violations continue past the date set for compliance up to a maximum of $9,000. Second by John Welch. Passed by unanimous decision.

4. PRIOR ORDERS IMPOSING FINES

THE CODE ENFORCEMENT BOARD HAS PREVIOUSLY FOUND THE FOLLOWING CASES TO BE IN VIOLATION. AT THIS TIME THE BOARD SECRETARY WILL ADVISE THE BOARD AS TO WHETHER AN AFFIDAVIT OF CONTINUING VIOLATION WAS SUBMITTED OR IF THE VIOLATION CLEARED PER PRIOR ORDER. IF AN AFFIDAVIT OF CONTINUING VIOLATION HAS BEEN SUBMITTED, FINES MAY BE IMPOSED ON SUCH CASES AT THIS TIME.

4.1 909464 SA SHAWN SIPE

Code Enforcement Officer Scott Anderson, Code Enforcement Supervisor Thomas Sapp and respondent Shawn Sipe were present and gave testimony.

Dennis Strow made a motion that the Board extend the compliance date to July 31, 2025. Second by Hunter Street. Passed by unanimous decision.

4.2 927302 EN MAXIMO CAMPOS AND GLORIA ARIAS

Code Enforcement Officer Erika Nash and respondent Maximo Campos and respondent's sister Teresa Santos were present and gave testimony.

Hunter Street made a motion that the Board extend the compliance date to July 31, 2025. Second by Dennis Strow. Passed by unanimous decision.

4.3 930863 SA ALEC LARSON

Code Enforcement Officer Scott Anderson and respondent's father Paul Larson were present and gave testimony.

Hunter Street made a motion that the Board extend the compliance date to July 31, 2025. Second by John Welch. Passed 3-1, Dennis Strow opposed.

4.4 933230 MB IDA A THOMPSON

Code Enforcement Officer Maureen Bennett and respondent Ida Thompson were present and gave testimony.

Hunter Street made a motion that the Board extend the compliance date to July 3, 2025. Second by John Welch. Passed 3-1 Dennis Strow Opposed.

4.5 940265 LH BRUCE ALLEN RANDALL AND WENDY WRIGHT

The Board Secretary advised the Board that an Affidavit of Continuing Violation was submitted.

Hunter Street made a motion that the Board impose the fines as per the Prior Order. Second by Dennis Strow. Passed by unanimous decision.

4.6 942989 LH MARIA JOHANNA RAMIREZ AND CARLOS E MORALES DIAZ

The Board Secretary advised the Board that an Affidavit of Continuing Violation was submitted.

Hunter Street made a motion that the Board impose the fines as per the Prior Order. Second by Dennis Strow. Passed by unanimous decision.

4.7 943195 ML YATANELL DOMINIQUE

Code Enforcement Officer Marianne Lopez and respondent Brunick Dominique

were present and gave testimony.

Hunter Street made a motion that the Board extend the compliance date to July 31, 2025. Second by Dennis Strow. Passed by unanimous decision.

4.8 944279 LH TAMMY LEE HILL A/K/A TAMMI LEE HILL

Code Enforcement Officer Lester Holly and respondent's husband Allen Lloyd were present and gave testimony.

Hunter Street made a motion that the Board extend the compliance date to July 3, 2025. Second by John Welch. Passed by unanimous decision.

4.9 947674 MB STACEY N LINK AND MARC J LANTZ

The Board Secretary advised the Board that an Affidavit of Continuing Violation was submitted.

Hunter Street made a motion that the Board impose the fines as per the Prior Order. Second by Dennis Strow. Passed by unanimous decision.

4.10 947674 MB RANDY CAMPBELL A/K/A RANDY ALAN CAMPBELL SR

The Board Secretary advised the Board that an Affidavit of Continuing Violation was submitted.

Hunter Street made a motion that the Board impose the fines as per the Prior Order. Second by Dennis Strow. Passed by unanimous decision.

4.11 954728 ML BRETZINGER PROPERTIES INC, PATRICIA J JAMROCK AND MARLIN X WALKER

The Board Secretary advised the Board that an Affidavit of Continuing Violation was submitted.

Hunter Street made a motion that the Board impose the fines as per the Prior Order. Second by Dennis Strow. Passed by unanimous decision.

4.12 955496 LH BREASHAY MITCHELL

Cleared per prior order

4.13 956031 ML DANE E HERB

Code Enforcement Officer Marianne Lopez, Code Enforcement Supervisor Thomas Sapp and respondent Dane Herb were present and gave testimony.

Dennis Strow made a motion that the current Board Order stands. Second by

Hunter Street. Passed 3-1, Tom Gaver opposed.

4.14 959589 ML JUSTIN C MORRIS

Code Enforcement Officer Marianne Lopez and respondent Jamie Milliron were present and gave testimony.

Hunter Street made a motion that the Board extend the compliance date to July 3, 2025. Second by John Welch. Passed 3-1 Dennis Strow opposed.

4.15 959729 SL 203RD STREET PLACE LLC

The Board Secretary advised the Board that an Affidavit of Continuing Violation was submitted.

Hunter Street made a motion that the Board impose the fines as per the Prior Order. Second by Dennis Strow. Passed by unanimous decision.

4.16 970448 SL 203RD STREET PLACE LLC

The Board Secretary advised the Board that an Affidavit of Continuing Violation was submitted.

Hunter Street made a motion that the Board impose the fines as per the Prior Order. Second by Dennis Strow. Passed by unanimous decision.

4.17 961759 SL AMERICAN COUNTRY LAND LLC, TONI A MULDER AND JACK O'NEILL JR

Code Enforcement Officer Sandra Leon and respondent Bernard "Jack" O'Neil and Toni Mulder were present and gave testimony. It was noticed that American Country Land LLC no longer has an interest in the property.

Hunter Street made a motion that the Board extend the compliance date to July 31, 2025. Second by Dennis Strow. Passed by unanimous decision.

4.18 954596 SL ALECK JOHNSON AND PATRICIA JOHNSON

Code Enforcement Officer Sandra Leon and respondent Aleck Johnson were present and gave testimony.

Hunter Street made a motion that the Board extend the compliance date to July 31, 2025. Second by Dennis Strow. Passed by unanimous decision.

4.19 964998 LH FELICIA MENNENGA

The Board Secretary advised the Board that an Affidavit of Continuing Violation was submitted.

Hunter Street made a motion that the Board impose the fines as per the Prior Order. Second by Dennis Strow. Passed by unanimous decision.

4.20 965856 ML OSWALD HENRY

Code Enforcement Officer Marianne Lopez and respondent Oswald Henry were present and gave testimony.

Hunter Street made a motion that the Board extend the compliance date to July 3, 2025. Second by Dennis Strow. Passed by unanimous decision.

4.21 966273 ML JONATHAN TAYLOR

The Board Secretary advised the Board that an Affidavit of Continuing Violation was submitted.

Hunter Street made a motion that the Board impose the fines as per the Prior Order. Second by Dennis Strow. Passed by unanimous decision.

4.22 968768 SL ANGELO GARCIA

The Board Secretary advised the Board that an Affidavit of Continuing Violation was submitted.

Hunter Street made a motion that the Board impose the fines as per the Prior Order. Second by Dennis Strow. Passed by unanimous decision.

4.23 968852 ML JOAN M HENRY AND SABRINA T GRANT

Code Enforcement Officer Marianne Lopez was present to give testimony and read a letter into record for absent respondents Joan M Henry and Sabrina T Grant.

Dennis Strow made a motion that the Board extend the compliance date to July 3, 2025. Second by Hunter Street. Passed by unanimous decision.

4.24 968994 ML JAMES MCCLANE

The Board Secretary advised the Board that an Affidavit of Continuing Violation was submitted.

Hunter Street made a motion that the Board impose the fines as per the Prior Order. Second by Dennis Strow. Passed by unanimous decision.

4.25 969156 ML JAMES E RODGERS

The Board Secretary advised the Board that an Affidavit of Continuing Violation was submitted.

Hunter Street made a motion that the Board impose the fines as per the Prior Order. Second by Dennis Strow. Passed by unanimous decision.

4.26 971087 ML VINCENT W AVENI

The Board Secretary advised the Board that an Affidavit of Continuing Violation was submitted.

Hunter Street made a motion that the Board impose the fines as per the Prior Order. Second by Dennis Strow. Passed by unanimous decision.

4.27 972033 SL SCHRADER LIVING TRUST

The Board Secretary advised the Board that an Affidavit of Continuing Violation was submitted.

Hunter Street made a motion that the Board impose the fines as per the Prior Order. Second by Dennis Strow. Passed by unanimous decision.

4.28 973389 ML LAURA JANE CARACCIOLO

The Board Secretary advised the Board that an Affidavit of Continuing Violation was submitted.

Hunter Street made a motion that the Board impose the fines as per the Prior Order. Second by Dennis Strow. Passed by unanimous decision.

5. OLD BUSINESS

5.1 NONE

6. REQUEST TO APPEAR

6.1 927321 TS MIKEL GILMARTIN AND CHRISTINA DUNLAP

Code Enforcement Supervisor Thomas Sapp, respondents Mikel Gilmartin and Christina Dunlap were present and gave testimony.

No motion was made the Board Order dated February 14, 2025 stands.

6.2 934424 SL DAVID E MEDICK AND RUBY G BEARD A/K/A GINNY KRUMWIEDE

Code Enforcement Supervisor Thomas Sapp, respondents David Medick and Ginny Beard were present and gave testimony.

Dennis Strow made a motion to vacate the prior order and extend the compliance date to April 16, 2025. Second by Hunter Street. Passed by unanimous decision.

6.3 945821 TS JACQUELYN HOFMANN

Respondent was not present.

The Board took no action

6.4 961987 SL SHONY LLC

Code Enforcement Officer Sandra Leon, Code Enforcement Supervisor Thomas Sapp and respondent's property manager Gustavo Verloct were present and gave testimony.

Dennis Strow made a motion that the Board extend the compliance date to July 3, 2025 and reduce the fine to the amount of $945 to be paid on or before July 03, 2025. Should SHONY LLC fail to pay the reduced fine amount by July 03, 2025, the fine will be increased to $4,095. Second by John Welch. Passed by unanimous decision.

7. REQUEST FOR REHEARING

7.1 NONE

7.2 NONE

8. PUBLIC COMMENT – Limited to 2 minutes

8.1 NONE

There being no further business Hunter Street made a motion to adjourn. Second by John Welch.

Passed by unanimous decision. The meeting was adjourned at 12:19 p.m.

F. Joe Krim, Chairperson

Board Secretary

Adopted by the Board on this 9 day of July, 2025.

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19915 **Agenda Date:** 8/5/2025 **Agenda No.:** 14.4.2.

SUBJECT:
Development Review Committee - June 30 and July 7, 2025

INITIATOR:
Deputy Clerk

DEPARTMENT:
Clerk of Court

DESCRIPTION/BACKGROUND:
Development Review Committee (DRC) - June 30 and July 7, 2025.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
None, information only.

Marion County

Development Review Committee

Meeting Minutes

412 SE 25th Ave
Ocala, FL 34471
Phone: 352-671-8686

Monday, June 30, 2025 **9:00 AM** **Office of the County Engineer**

MEMBERS OF THE PUBLIC ARE ADVISED THAT THIS MEETING / HEARING IS A PUBLIC PROCEEDING, AND THE CLERK TO THE BOARD IS MAKING AN AUDIO RECORDING OF THE PROCEEDINGS, AND ALL STATEMENTS MADE DURING THE PROCEEDINGS, WHICH RECORDING WILL BE A PUBLIC RECORD, SUBJECT TO DISCLOSURE UNDER THE PUBLIC RECORDS LAW OF FLORIDA. BE AWARE, HOWEVER, THAT THE AUDIO RECORDING MAY NOT SATISFY THE REQUIREMENT FOR A VERBATIM TRANSCRIPT OF THE PROCEEDINGS, DESCRIBED IN THE NOTICE OF THIS MEETING, IN THE EVENT YOU DESIRE TO APPEAL ANY DECISION ADOPTED IN THIS PROCEEDING.

1. ROLL CALL

MEMBERS PRESENT:
Michael Savage Chairman (Building Safety Director)
Ken McCann, Vice Chairman (Fire Marshal)
Steven Cohoon (County Engineer)
Chuck Varadin (Growth Services Director)
Josh Kramer for Tony Cunningham (Utilities Director)

OTHERS PRESENT:
Ken Weyrauch (Planning/Zoning)
Elizabeth Madeloni (Planning/Zoning)
Sara Wells (Planning/Zoning)
Susan Heyen (Parks)
Linda Blackburn (Legal)
Alexander Turnipseed (Office of the County Engineer)
Kevin Vickers (Office of the County Engineer)
Dane Scott (Office of the County Engineer)
Don Watson (Office of the County Engineer)
Aaron Pool (Office of the County Engineer)
Debbie Lovell (Office of the County Engineer)
Kelly Hathaway (Office of the County Engineer)

2. PLEDGE OF ALLEGIANCE

3. ADOPT THE FOLLOWING MINUTES:

3.1. June 23, 2025

Motion by Ken McCann to approve the minutes, seconded by Chuck Varadin
Motion carried 5-0

4. PUBLIC COMMENT

Cheryl McLane, Patricia Hughes and Thomas Pinder spoke to Agenda items 6.6. & 6.7. and was opposed to the proposed plan to build two houses on the smaller lots due to meeting impervious regulations, drainage, parking and being inconsistent with the existing lot sizes.

5. CONSENT AGENDA: STAFF HAS REVIEWED AND RECOMMENDS APPROVAL

5.1. Baseline Road Industrial - Major Site Plan
Project #2024050052 #32452
Kimley Horn and Associates

Motion by Ken McCann to approve item 5.1 on the consent agenda, seconded by Chuck Varadin
Motion carried 5-0

6. SCHEDULED ITEMS:

6.1. Gemini Farms - Agricultural Lot Split
Project #2025040022 #32707 Parcel #20908-000-00
Allen Heine

LDC 2.16.1.B(8) - Agricultural Lot Split
CODE states agricultural lot splits outside of the Urban Growth Boundary
APPLICANT requests a waiver to allow division of land pursuant to code as it is almost impossible to ensure anything over 10 acres. 10-acre ranchettes are planned. Encourage horse farms in this area.

Motion by Steven Cohoon to approve, seconded by Chuck Varadin
Motion carried 5-0

6.2. Green Turf Acres Replat 3564-037-001 & 03564-037-002 - Waiver Request to Final Plat
Project #2025050070 #32897 Parcel #3564-037-002
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 requests for a waiver for a preliminary plat for Green Turf Acres Replat.

Motion by Steven Cohoon to deny the waiver, seconded by Chuck Varadin
Motion carried 5-0

6.3. Hogsten Auto Office Expansion - Standalone Waiver Request
5092 SE Maricamp Rd Ocala
Project #2025060051 #32987 Parcel #31399-002-00
Abshier Engineering, Inc.

LDC 6.8.6.B - Buffers
CODE states B. Buffers shall provide a year-round screen and provide an aesthetic quality, especially along public rights-of-way, which enhance travel corridors and screen unsightly areas from public view.
APPLICANT requests this project on includes the removal of an existing mobile home and adding to the existing office. The expansion of the office is approximately 1,350sf. Forest High School is to the South and West. A parking lot is West and undeveloped to the South. DRA is to East. Buffers in these areas provide no benefit and should not be required.

Motion by Chuck Varadin to deny the waiver, seconded by Ken McCann
Motion carried 5-0
Recommend to Board of County Commissioners to deny

6.4. Smalarz - Waiver Request to Major Site Plan
Marion Oaks Unit 1 (PB O PG 001)
Project #2025060048 #32981 Parcel #8001-0267-07
Les Wade Pools

LDC 2.21.1.A -Major Site Plan
CODE states A Major Site Plan shall be submitted for review and approval prior to the issuance of a Building Permit or prior to the construction of site improvements when proposed improvements exceed any of the following thresholds:(1)Collectively, all existing and proposed impervious ground coverage equals or exceeds 35 percent of the gross site area or 9,000 square feet.(2)The combined driveway trip generation meets or exceeds 50 peak hour vehicle trips.(3)A 24-inch diameter pipe, its equivalent, or larger is utilized to discharge stormwater runoff from the project area.
APPLICANT new swimming pool and deck.

Motion by Steven Cohoon to approve the waiver subject to 1. The applicant providing controls for the excess run-off generated by the 100-year 24-hour storm, 2. A permit hold will be in effect until a sketch of the controls is provided and approved by stormwater department, 3. (a) a final hold will be in effect until staff conducts a final inspection verifying construction has occurred and disturbed areas have vegetative cover established at time of final inspection and (b) the applicant must provide a final sketch, noting the horizontal extents and volume capacity of the stormwater controls, seconded by Michael Savage
Motion carried 5-0

6.5. 9961 SW 39th Terrace Ocala Fl - Waiver Request to Major Site Plan
9961 SW 39th Ter Ocala
Project #2025060040 #32968
Parcel #3507-009-022 Permit #2025060048
Edwin Tejada

LDC 2.21.1.A Major Site Plan

CODE states A Major Site Plan shall be submitted for review and approval prior to the issuance of a Building Permit or prior to the construction of site improvements when proposed improvements exceed any of the following thresholds:(1) Collectively, all existing and proposed impervious ground coverage equals or exceeds 35 percent of the gross site area or 9,000 square feet.(2)The combined driveway trip generation meets or exceeds 50 peak hour vehicle trips.(3)A 24-inch diameter pipe, its equivalent, or larger is utilized to discharge stormwater runoff from the project area.

APPLICANT request I would like to extend my existing driveway to the start of my vinyl fence.

Motion by Steven Cohoon to deny the waiver, seconded by Michael Savage

Motion carried 5-0

6.6. Single Wilmarie - Waiver Request to Major Site Plan
Hibiscus Park Unit 1
Project #2025060031 #32963
Parcel # 3544-005-00 Permit # 2025043888
HES Contractors, Inc.

LDC 2.21.1.A Major Site Plan

CODE states A Major Site Plan shall be submitted for review and approval prior to the issuance of a Building Permit or prior to the construction of site improvements when proposed improvements exceed any of the following thresholds: (1) Collectively, all existing and proposed impervious ground coverage equals or exceeds 35 percent of the gross site area or 9,000 square feet. (2) The combined driveway trip generation meets or exceeds 50 peak hour vehicle trips. (3) A 24-inch diameter pipe, its equivalent, or larger is utilized to discharge stormwater runoff from the project area.

APPLICANT request per the site plan provided, the elevation of the proposed house will be 12 inches over the road height and the swell will be 3 feet lower than the house with an area of 3,203.87 sq. ft.

Motion by Steven Cohoon to table items 6.6. & 6.7. for one week until applicant can be present and is familiar with Stormwater's three standard conditions: 1. The applicant providing controls for the excess run-off generated by the 100-year 24-hour storm, 2. A permit hold will be in effect until a sketch of the controls is provided and approved by stormwater department, 3. (a) a final hold will be in effect until staff conducts a final inspection verifying construction has occurred and disturbed areas have vegetative cover established at time of final inspection and (b) the applicant must provide a final sketch, noting the horizontal extents and volume capacity of the stormwater controls, seconded by Chuck Varadin

Motion carried 5-0

6.7. Single Wilmarie - Waiver Request to Major Site Plan
7519 SW 79th St Ocala
Project #2025060036 #32964
Parcel #3544-005-002 Permit # 2025043899
HES Contractors, Inc.

LDC 2.21.1.A Major Site Plan

CODE states A Major Site Plan shall be submitted for review and approval prior to the issuance of a Building Permit or prior to the construction of site improvements when proposed improvements exceed any of the following thresholds:(1) Collectively, all existing and proposed impervious ground coverage equals or exceeds 35 percent of the gross site area or 9,000 square feet.(2)The combined driveway trip generation meets or exceeds 50 peak hour vehicle trips.(3)A 24-inch diameter pipe, its equivalent, or larger is utilized to discharge stormwater runoff from the project area.

APPLICANT request per the site plan provided, the elevation of the proposed house will be 12 inches over the road height and the swell will be 3 feet lower that the house with an area of 3,203.87 sq. ft.

6.8. Midway Terrace - Waiver Request to Major Site Plan in Review
Midway Terrace
7191 Midway Ter All Units Ocala
Project #2025040059 #32788
Parcel #9007-0101-32, 9007-0101-33
Mastroserio Engineering, Inc.

LDC 2.12.8 - Current boundary and topographic survey

CODE states Current boundary and topographic survey (one foot contour intervals extending 100 feet beyond the project boundary) based upon accepted vertical datum. Surveys will be less than 12 months old and accurately reflect current site conditions, meeting standards set forth in Ch. 5J-17 FAC. Alternate topographic data may be accepted if pre-approved by the Marion County Land Surveyor.

APPLICANT requests to utilize existing contours and lidar. Site inspection was conducted to check existing conditions on and around the site. Nothing was found that contradicts the contours and lidar that was already obtained.

Motion by Steven Cohoon to approve the waiver conditioned upon the lidar only being used for the topographic survey but must have field verification for boundary survey, seconded by Michael Savage
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 to pay the sidewalk fee in lieu of construction. Owner requests to pay the required fee prior to the final inspection of the site.

Motion by Steven Cohoon to approve the waiver without the collection of fee in lieu of, seconded by Mike Savage
Motion carried 5-0

6.9. SW 64th Court - Waiver to Major Site Plan in Review
Project #2025040039 #32727 Parcel #3505-001-135
Tillman & Associates Engineering, LLC

LDC 6.12.9.G Subdivision roads and related infrastructure
CODE states Cul-de-sac diameters to the right-of-way line shall not be less than 120 feet with a pavement radius of 40 feet for residential subdivisions and shall not be less than 120 feet to the right-of-way line with a pavement radius of 45 feet for commercial or industrial subdivisions. Refer to details in Section 7.3.1. A grassed island no greater than 50 feet in diameter may be constructed in the center of a cul-de-sac.
APPLICANT requests waiver for cul-de-sac diameter of 100' and pavement radius of 35' in contrast to the 120' diameter and 40' pavement radius required by LDC Sec. 7.3.1 TS005. OCE Staff noted that the proposed design is consistent with Florida Greenbook and supports waiver due to existing right-of-way geometry constraints.

Motion by Steven Cohoon to approve the waivers for all three items under 6.9., seconded by Mike Savage
Motion carried 5-0

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 Waiver to not provide sidewalk alongside of road. This is a public road in a County-maintained subdivision. There are no existing sidewalks in the subdivision. The existing right of way constraints won't allow for a sidewalk. Staff indicated support of the waiver in the comment letter.

LDC 6.12.3.A - Typical sections
CODE states A. All roadway improvements shall meet the minimum requirements given in the Table 6.12-2 and be in concurrence with the additional tables in this division. Typical sections are detailed cross section depictions of the highway's principal elements that are standard between certain station or milepost limits. These sections are the basis for construction details and information shown on the various plan sheets.
APPLICANT request waiver to use a typical section with no sidewalk and smaller

cul-de-sac with 100 feet diameter and 35 feet pavement radius die to existing right of way constraints. Staff indicated support of the waiver in the comment letter.

7. CONCEPTUAL REVIEW ITEMS: NONE

8. DISCUSSION ITEMS:

8.1. Planning & Zoning Commission Items for June 30, 2025 Marion County Growth Services Department

<https://marionfl.legistar.com/Calendar.aspx>

8.2. DRC Process Discussion

Motion by Chuck Varadin to move forward with Staff recommendation to publish on Monday for the following Monday and maintain all other timeframes, seconded by Josh Kramer
Motion failed 3-2

Motion by Michael Savage maintain as established until resolution changes or staff returns with a plan in place and the Development Community comes back with comments, seconded by Ken McCann
Motion carried 4-1

9. OTHER ITEMS:

Motion by Michael Savage to adjourn, seconded by Chuck Varadin
Motion Carried 5-0

10. ADJOURN: 11:41 AM

Michael Savage, Chairman

Attest:

Kelly Hathaway
Development Review Coordinator

Marion County

Development Review Committee

Meeting Minutes

412 SE 25th Ave
Ocala, FL 34471
Phone: 352-671-8686

Monday, July 7, 2025 **9:00 AM** **Office of the County Engineer**

MEMBERS OF THE PUBLIC ARE ADVISED THAT THIS MEETING / HEARING IS A PUBLIC PROCEEDING, AND THE CLERK TO THE BOARD IS MAKING AN AUDIO RECORDING OF THE PROCEEDINGS, AND ALL STATEMENTS MADE DURING THE PROCEEDINGS, WHICH RECORDING WILL BE A PUBLIC RECORD, SUBJECT TO DISCLOSURE UNDER THE PUBLIC RECORDS LAW OF FLORIDA. BE AWARE, HOWEVER, THAT THE AUDIO RECORDING MAY NOT SATISFY THE REQUIREMENT FOR A VERBATIM TRANSCRIPT OF THE PROCEEDINGS, DESCRIBED IN THE NOTICE OF THIS MEETING, IN THE EVENT YOU DESIRE TO APPEAL ANY DECISION ADOPTED IN THIS PROCEEDING.

1. ROLL CALL

MEMBERS PRESENT:
Michael Savage Chairman (Building Safety Director)
Steven Cohoon (County Engineer)
Chuck Varadin (Growth Services Director)
Tony Cunningham (Utilities Director)

OTHERS PRESENT:
Kathleen Brugnoli (Planning/Zoning)
Elizabeth Madeloni (Planning/Zoning)
Sara Wells (Planning/Zoning)
Jared Rivera (Planning/Zoning)
Jamie Waldron (911 Management)
Dana Olesky (Legal)
Alexander Turnipseed (Office of the County Engineer)
Kevin Vickers (Office of the County Engineer)
Dane Scott (Office of the County Engineer)
Aaron Pool (Office of the County Engineer)
Debbie Lovell (Office of the County Engineer)
Kelly Hathaway (Office of the County Engineer)

2. PLEDGE OF ALLEGIANCE

3. ADOPT THE FOLLOWING MINUTES:

3.1. June 30, 2025

Motion by Chuck Varadin to approve the minutes, seconded by Tony Cunningham
Motion carried 4-0

4. PUBLIC COMMENT

Cheryl McLane, Patricia Hughes and Thomas Pinder spoke to Agenda items 6.7. & 6.8. and was opposed to the proposed plan to build two houses on the smaller lots due to meeting impervious regulations, drainage, parking and being inconsistent with the existing lot sizes.

5. CONSENT AGENDA: STAFF HAS REVIEWED AND RECOMMENDS APPROVAL

5.1. Corta Commons - Ocala West - Major Site Plan Revision

KCE Unit 1 Part of Tract B Saldarriaga Whitehall
Project #2024020064 #32368 Parcel #3501-200-023, 3501-200-022, 3501-200-021, 3501-200-020, 3501-200-019, 3501-200-018, 3501-200-040, 3501-200-039, 3501-200-038, 3501-200-037, 3501-200-036, 3501-200-035, 3501-200-034, 3500-400-004, 3500-400-003, & 3500-400-002
MJ Stokes Consulting, LLC

5.2. Lindale Office/Multipurpose Room Renovation with Covered Porch Addition - Major Site Plan

5431 NE 35th St - Unit 300 Silver Springs
Project #2023080122 #32359 Parcel #15897-000-00
Davis Dinkins Engineering, P.A.

Motion by Chuck Varadin to approve items 5.1. and 5.2. on the consent agenda, seconded by Tony Cunningham
Motion carried 4-0

6. SCHEDULED ITEMS:

6.1. Pool and Deck Addition - Waiver to Major Site Plan

Meadowbrook Ranches Lot 302
14261 NE 42nd Ter Anthony
Project #2025060026 #32961 Parcel #0800-302-003
Abshier Engineering, Inc.

LDC 2.21.1.A
CODE states A Major Site Plan shall be submitted for review and approval prior to the issuance of a Building Permit or prior to the construction of site improvements when proposed improvements exceed any of the following thresholds 1)Collectively, all existing and proposed impervious ground coverage equals or exceeds 35 percent of the gross site area or 9,000 square feet.(2) The combined driveway trip

generation meets or exceeds 50 peak hour vehicle trips.(3)A 24-inch diameter pipe, its equivalent, or larger is utilized to discharge stormwater runoff from the project area.
APPLICANT request the site is 2.23 acres. The owner will compensate for the increase of the runoff from the existing and future planned impervious area over 9,000 sf. Marion County Stormwater staff on the required stormwater controls.

Motion by Steven Cohoon to approve the waiver subject to 1. The applicant providing controls for the excess run-off generated by the 100-year 24-hour storm, 2. A permit hold will be in effect until a sketch of the controls is provided and approved by stormwater department, 3. (a) a final hold will be in effect until staff conducts a final inspection verifying construction has occurred and disturbed areas have vegetative cover established at time of final inspection and (b) the applicant must provide a final sketch, noting the horizontal extents and volume capacity of the stormwater controls, seconded by Michael Savage
Motion carried 4-0

6.2. Sunshine Love On Place - Waiver Request to Final Plat in Review
2710 SE 45th Ave Ocala
Project #2007050035 #32980 Parcel #21629-001-01
Michael W. Radcliffe Engineering

The Final Plat is still under initial review.

LDC 2.1.3. Order of Plan Approval
CODE states Plans listed below may be reviewed concurrently, but must be approved in the order listed below, when applicable and when the proper land use and zoning are in place: A. Master Plan. B. Preliminary Plat. C. Improvement Plan. D. Final Plat. E. Major Site Plan. However, a Major Site Plan can be substituted for the Improvement Plan and can be approved before approval of the Final Plat in cases when the infrastructure improvements supporting the plat are proposed as part of the Major Site Plan application.
APPLICANT requests that the Final Plat be processed without a Preliminary Plat as only two lots are proposed. One lot will be for a residential home and the other is for the existing Church at Westwood. Both lots front on NW 60th Ave and no improvements are required

Motion by Steven Cohoon to approve the waiver contingent on a single access point, no traffic statement required with a friendly amendment to identify front, rear and side setbacks referencing the SUP (special use permit) in the plat notes, and completing the Developer's Agreement with Legal seconded by Chuck Varadin
Motion carried 4-0

6.3. Prestige Home Centers Minor Site Plan - Minor Site Plan in Review
4020 S Pine Ave Ocala
Project #2024120060 #32632 Parcel #3111-014-000
Kimley-Horn and Associates, Inc.

LDC 6.12.12.D - Sidewalks

CODE states at the discretion of the Development Review Committee, in lieu of construction along external streets, the developer may pay a sidewalk fee to the County in an amount necessary to complete construction. This amount shall be determined by the project engineer and approved by the County with payment required prior to final plan approval. The County may use these funds toward the construction of sidewalks throughout the County based on priorities established by the Board.

APPLICANT A waiver is requested for the sidewalk requirement along SE 40th Loop as supported by staff. A waiver is requested for the "fee in lieu of construction" for sidewalk along S Pine Avenue as we have been in coordination with FDOT and they are designing sidewalks along this corridor.

Motion by Steven Cohoon to approve the waiver and not require the fee in lieu of for SR 441 or the minor street, seconded by Tony Cunningham

Motion carried 4-0

LDC 6.11.5C(4)(5)(6) Driveway access

CODE states (4) All commercial driveway access shall meet FDOT sight distance requirements. A note is required on Improvement Plans and Major Site Plans stating that "sight distance at driveways complies with FDOT requirements."(5) The length of commercial driveways shall be designed to provide for an uninterrupted traffic flow on the public street. The driveway length shall be subject to the anticipated required stacking length of entering and exiting vehicles during the peak period in accordance with FDOT. (6) Commercial driveways shall be at minimum 24 feet wide within the right-of-way and have a 25-foot radius. The Office of the County Engineer may require wider driveway and radius for commercial properties with heavy truck traffic. Equivalent flare will be allowed if the projected traffic volume for the driveway is less than 600 trips per day and curb and gutter exist. (7) The maximum allowed commercial driveway grade is 10 percent. The maximum algebraic difference between two different grades is 12 percent.

APPLICANT A waiver is requested for the driveway requirements as this is an established commercial property with existing driveway connections to a State owned and maintained roadway. FDOT has confirmed no permitting or revisions are required. Eleven years of crash data review has shown no incidents at this location because of the driveways, and based on customer data recorded by the client, their facilities average three customers per day. A paved driveway apron has been added to SE 40th Loop for delivery truck access for the model homes and the existing driveways on US 441 will be for customers only.

Motion by Michael Savage to table this item for one week for Legal review and applicant to provide FDOT letter to Office of County Engineer, seconded by Tony Cunningham

Motion carried 4-0

6.4. Arden of Ocala - Rezoning to PUD with Master Plan
6650 SE Maricamp Rd Ocala
Project #2007120013 #32799 Parcel # 37471-010-00
and 37471-013-00; 9018-0000-06, 9018-0327-26
Dave Schmitt Engineering

Motion by Steven Cohoon to reconsider this item, seconded by Tony Cunningham
Motion carried 4-0

Motion by Steven Cohoon recommending moving forward to the Board of County Commissioners (BCC) with staff comments and to add the condition that a TIA update be provided if they can't hit the December 2027 completion date, seconded by Chuck Varadin
Motion carried 4-0

6.5. Juniper Loop Development - Rezoning to PUD with Concept Plan
GPK Ocala One, LLC
8490 Juniper Rd Ocala
Project #2024040016 #32940 Parcel #36640-004-00
Tillman & Associates Engineers

Motion by Steven Cohoon to move forward to the BCC and Planning & Zoning including staff's comments along with supporting the 35th right-of way with the two 15-foot easements, so long as staff agrees with the easement language as well as a Developer's Agreement being needed for modification of the County's DRA, seconded by Tony Cunningham
Motion carried 4-0

6.6. Piccadilly Square - Rezoning to PUD with Concept Plan
Project #2025010062 #32937 Parcel #47667-004-00
Tillman & Associates Engineering

Motion by Chuck Varadin to move forward to the Planning & Zoning Commission with a recommendation for approval and then addressing staff comments including Traffic's five conditions 1) Right-of-way dedication along SE 73rd Ave 2) right-of-way dedication along CR 42 3) installation of northbound left turn lane on SE 73rd Ave at the entrance to the development 4) a proportionate share contribution for the design and construction of a traffic signal on CR 42 at SE 73rd Ave 5) a proportionate share contribution for the design and construction of a second westbound left turn lane on CR 42 at US 301 if approved, with a friendly amendment associated with number four that all costs including right-of-way acquisition necessary, seconded by Michael Savage
Motion carried 4-0

6.7. Single Wilmarie - Waiver Request to Major Site Plan
7519 SW 79th St Ocala
Project #2025060036 #32964
Parcel #3544-005-002 Permit # 2025043899
HES Contractors, Inc.

LDC 2.21.1.A Major Site Plan
CODE states A Major Site Plan shall be submitted for review and approval prior to the issuance of a Building Permit or prior to the construction of site improvements when proposed improvements exceed any of the following thresholds:(1)Collectively, all existing and proposed impervious ground coverage equals or exceeds 35 percent

of the gross site area or 9,000 square feet.(2) The combined driveway trip generation meets or exceeds 50 peak hour vehicle trips.(3)A 24-inch diameter pipe, its equivalent, or larger is utilized to discharge stormwater runoff from the project area.
APPLICANT request per the site plan provided, the elevation of the proposed house will be 12 inches over the road height and the swell will be 3 feet lower than the house with an area of 3,203.87 sq. ft.

Motion by Tony Cunningham to un-table this item, seconded by Michael Savage
Motion carried 4-0

Motion by Steven Cohoon to approve the waiver subject to 1. The applicant providing controls for the excess run-off generated by the 100-year 24-hour storm, 2. A permit hold will be in effect until a sketch of the controls is provided and approved by stormwater department, 3. (a) a final hold will be in effect until staff conducts a final inspection verifying construction has occurred and disturbed areas have vegetative cover established at time of final inspection and (b) the applicant must provide a final sketch, noting the horizontal extents and volume capacity of the stormwater controls, seconded by Chuck Varadin
Motion carried 4-0

6.8. Single Wilmarie - Waiver Request to Major Site Plan
Hibiscus Park Unit 1
Project #2025060031 #32963
Parcel # 3544-005-00 Permit # 2025043888
HES Contractors, Inc.

LDC 2.21.1.A Major Site Plan
CODE states A Major Site Plan shall be submitted for review and approval prior to the issuance of a Building Permit or prior to the construction of site improvements when proposed improvements exceed any of the following thresholds: (1) Collectively, all existing and proposed impervious ground coverage equals or exceeds 35 percent of the gross site area or 9,000 square feet. (2) The combined driveway trip generation meets or exceeds 50 peak hour vehicle trips. (3) A 24-inch diameter pipe, its equivalent, or larger is utilized to discharge stormwater runoff from the project area.
APPLICANT request per the site plan provided, the elevation of the proposed house will be 12 inches over the road height and the swell will be 3 feet lower than the house with an area of 3,203.87 sq. ft.

Motion by Tony Cunningham to un-table this item, seconded by Michael Savage
Motion carried 4-0

Motion by Steven Cohoon to approve the waiver subject to 1. The applicant providing controls for the excess run-off generated by the 100-year 24-hour storm, 2. A permit hold will be in effect until a sketch of the controls is provided and approved by stormwater department, 3. (a) a final hold will be in effect until staff conducts a final inspection verifying construction has occurred and disturbed areas have vegetative cover established at time of final inspection and (b) the applicant must provide a final

sketch, noting the horizontal extents and volume capacity of the stormwater controls, seconded by Chuck Varadin
Motion carried 4-0

6.9. **Homestead Villas - Rezoning to PUD with Concept Plan**
Project #2025050088 #32957 Parcel #23303-002-00, 23303-000-04 and 23204-002-00
Klein & Klein, PLLC

Motion by Steven Cohoon recommends moving forward to the Planning & Zoning Board Meeting and address staff comments, seconded by Michael Savage
Motion carried 4-0

6.10. **9961 SW 39th Terrace Ocala FL - Waiver Request to a Major Site Plan**
9961 SW 39th Ter Ocala
Project #2025060040 #32968
Parcel #3507-009-022 Permit #2025060048
Edwin Tejada

LDC 2.21.1.A Major Site Plan
CODE states A Major Site Plan shall be submitted for review and approval prior to the issuance of a Building Permit or prior to the construction of site improvements when proposed improvements exceed any of the following thresholds:(1)Collectively, all existing and proposed impervious ground coverage equals or exceeds 35 percent of the gross site area or 9,000 square feet.(2)The combined driveway trip generation meets or exceeds 50 peak hour vehicle trips.(3)A 24-inch diameter pipe, its equivalent, or larger is utilized to discharge stormwater runoff from the project area.
APPLICANT request -I would like to extend my existing driveway to the start of my vinyl fence.

Motion by Steven Cohoon to not reconsider, seconded by Michael Savage
Motion carried 4-0

7. CONCEPTUAL REVIEW ITEMS: NONE

8. DISCUSSION ITEMS:
Chuck Varadin – would still like to reconsider timeframe of DRC Processes
Kevin Vickers – clarify that the two lots mentioned during the discussion of items 6.7. and 6.8. are 125 feet deep and the lots considered at this meeting are 100 feet deep
Chuck Varadin – clarification statement – there isn't a waiver for setbacks, but a variance can be obtained

9. OTHER ITEMS:

Motion by Tony Cunningham to adjourn, seconded by Michael Savage
Motion Carried 4-0

10. ADJOURN: 10:46 AM

Michael Savage, Chairman

Attest:

Debra Lovell
Development Review Coordinator

W. JAMES GOODING III
ROBERT W. BATSEL, JR.
ROBERT W. BATSEL
JAMES T. HARTLEY
KENNETH H. MACKAY IV

GOODING & BATSEL
ATTORNEYS AT LAW

1531 SE 36th Avenue
Ocala, Florida 34471
Phone: 352.579.1290
Direct: 352.579.6580
Fax: 352.579.1289
jgooding@lawyersocala.com

June 12, 2025

By Email to Mr. Dave Schmitt for Delivery
to Marion County Development Review Committee

RE: Arden of Ocala
Project No.: 2007120013
Application No.: 32799
DSE Job No.: AO-1

Dear DRC:

I represent Ocala Development Partners, LLC, a Florida limited liability company, the Developer of this project.

I have been advised by our engineer, Dave Schmitt that, at the June 3, 2025, DRC meeting, the DRC advised Mr. Schmitt that my client is required to conduct an updated traffic study.

Respectfully, I believe this is inappropriate.

This project was approved pursuant to Ordinance No.: 23-03 (the "Ordinance"), approved by the County Commission on February 21, 2023. The Ordinance was accompanied by Resolution No.: 23-R-46 (the "Resolution"), paragraph 3 of which read as follows:

> 3. **Prior to completion and approval of the final PUD Master Plan, the project Traffic Study shall be completed to the satisfaction of the County Engineer and Growth Services Director, adequate provision shall be made for the coordination of improvements with the PUD.**

As you can see from the attached letter dated August 22, 2023, the County subsequently approved the traffic study. There is no provision in the Ordinance or Resolution requiring my client to do an additional traffic study.

When I was advised of the DRC decision, I consulted with County Engineer Steven Cohoon, P.E., as to the reason for the DRC decision. He speculated[1] that there could have been several reasons:

1. *The traffic study studied traffic through a date that has already expired.* In fact, however, the traffic study studied traffic through 2027 and thus, this is not a reason to require a new study.

[1] I discussed this with Mr. Cohoon in somewhat of a vacuum in that he did not have an opportunity to review the DRC agenda. See later comments below.

2. *The density or intensity of the project had changed.* This did not occur; our Final PUD Plan anticipates constructing the same number and mix of units and square feet of commercial retail as did the original PUD and the Ordinance and Resolution adopted by the County.

3. *Phasing has changed thus necessitating changes in timing of improvements.* This comment is partially correct, in that the original traffic study discussed when, in the context of phasing, the traffic signal was required. That does not mean that a new study is required. In fact, DRC comment #59 points out that, based upon County Engineering's analysis of the previous traffic study, the traffic signal needs to be constructed prior to the build-out of Phase 1. Thus, the timing of the signal can be determined by the previously approved traffic study and no additional study is required.

When I discussed this with Mr. Cohoon, he had not had the opportunity to review the matter in full detail. Thus, it is possible that he has additional concerns that I have not addressed here. Nonetheless, I cannot see how any of them would change the fact that the only traffic study that the County Commission has required has already been approved by the County and that the County has demonstrated no need for an additional traffic study.

I will follow up with Mr. Cohoon prior to the DRC meeting at which this will be considered and, if necessary, will appear at such meeting.

In the meantime, if County staff has any questions, please let me know.

Sincerely,

GOODING & BATSEL, PLLC

/s/ Jimmy Gooding /s/

W. James Gooding III

WJG/ban
Attachment: as stated
cc: Mr. Tim Safransky
Mr. Dave Schmitt
(All by email only with attachment)

P:\JG\Ocala Development Partners\Dev Approvals\Corr\Letter to DRC re Traffic Study.docx

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19916 **Agenda Date:** 8/5/2025 **Agenda No.:** 14.4.3.

SUBJECT:
Land Development Regulation Committee - June 18, 2025

INITIATOR:
Deputy Clerk

DEPARTMENT:
Clerk of Court

DESCRIPTION/BACKGROUND:
Land Development Regulation Committee - June 18, 2025

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
None, information only.

The Marion County Land Development Regulation Commission met on June 18, 2025, at 5:30 p.m. in the Growth Services Main Training Room, 2710 E Silver Springs Blvd, Ocala, Florida.

CALL TO ORDER

Vice Chairman Gene Losito Called the Meeting to Order at 5:32 p.m.

ROLL CALL & PLEDGE OF ALLEGIANCE

Rebecca Brinkley called roll, and the quorum was confirmed.
Board members present were Vice Chairman Gene Losito, Christopher Howson, and Erica Larson. Dana Olesky, Assistant County Attorney, attended the meeting and participated as a Board Member to ensure a quorum.

Vice Chairman Gene Losito led the Pledge of Allegiance.

Staff members present were Assistant County Attorney Dana Olesky, Growth Services Director Chuck Varadin, Growth Services Deputy Director Ken Weyrauch, Planner Kathleen Brugnoli, Senior Planner Christopher Rison, Planner Sarah Wells, Development Review Coordinator Elizabeth Madeloni, Staff Assistant Rebecca Brinkley, Land Development Manager Aaron Pool, and Stormwater Engineer Jason Cambre.

Members of the public were present.

ACKNOWLEDGEMENT OF PROOF OF PUBLICATION

Rebecca Brinkley read the Proof of Publication and advised that the meeting was properly advertised.

1. ADOPT THE FOLLOWING MINUTES

Christopher Howson made a motion to adopt the minutes from the June 4, 2025, meeting. The motion was seconded by Erica Larson. The motion passed unanimously (4-0).

2. SCHEDULED ITEMS

2.1 Discussion for Proposed Marion County Land Development Code (LDC) Amendments to Review and Update Section 6.13.5 Floodplain and Protection

Jason Cambre, Stormwater Engineer, opened the discussion regarding this item.

Board Members voiced their recommendations and comments regarding the current language.

The Board reviewed changes to the language based on prior discussion. These updates will finalize the board recommendations, and this item will be moved to an upcoming public hearing. Christopher Howson made a motion to adopt changes and to proceed to the public hearing. Motion was seconded by Erica Larson. Motion passed unanimously (4-0).

2.2 Discussion for Proposed Marion County Land Development Code (LDC) Amendments to Review and Update Section 6.13.9 Grading Criteria

Jason Cambre, Stormwater Engineer, opened the discussion regarding this item.

Board Members voiced their recommendations and comments regarding the current language.

The Board Chair allowed public comment.

Dirk Leeward, PO Box 1476, Ocala, FL 34478

- Asked questions that pertained to his interests at Leeward Air Ranch.
- Stated language needed more clarity.
- Stated he did not agree with the proposed language. Board Chair invited him to bring back his suggestions to a future meeting.

Kent Leeward, 1900 Clatter Bridge Road, Ocala, FL 34471

- Asked questions that pertained to his interests at Leeward Air Ranch.
- Asked if there is a checklist that would help people navigate the Land Development Code.
- Asked when a topographic survey is required.
- Stated language needed more clarity.
- Stated he did not agree with the proposed language. Board Chair invited him to bring back his suggestions to another meeting.

Public comment was closed by the Chair.

Jason Cambre, Stormwater Engineer, noted items that need to be followed up on. The Board agreed that more discussion on the language was needed. Jason will make edits to the verbiage and bring the item back to a future workshop.

2.3 Discussion for Proposed Marion County Land Development Code (LDC) Amendments to Review and Update Section 2.22.2 Driveway Connection

Jason Cambre, Stormwater Engineer, opened the discussion regarding this item.

Board Members voiced their recommendations and comments regarding the current language.

The Board reviewed changes to the language based on prior discussion. These updates will finalize the board recommendations, and this item will be moved to an upcoming public hearing. Christopher Howson made a motion to adopt changes and to proceed to the public hearing. Motion was seconded by Erica Larson. Motion passed unanimously (4-0).

2.4 Discussion for Proposed Marion County Land Development Code (LDC) Amendments to Review and Update Section 4.3.12 Roadside Vendors

This item was postponed to a future meeting.

2.5 Discussion for Proposed Marion County Land Development Code (LDC) Amendments to Review and Update Section 4.2.2 General Requirements for all Agricultural Classifications

This item was postponed to a future meeting.

3. NEW BUSINESS

No new business.

ADJOURNMENT

The meeting adjourned at 6:53 p.m.

David Tillman, Chairman

Attest:

Rebecca Brinkley, Staff Assistant IV

Land Development Regulation Commission Attendance Report

2025		January 15	February 5	February 19	March 5	March 19 – No Quorum	March 26	April 2	April 16	May 7	May 21 – PH & WS	June 4	June 18	July 2	July 16	August 6	August 20	September 3	September 17	October 1	October 16	November 5	November 19	December 3	December 17
Chris Howson	Board Member	X	X		X	-	X	X	X	X		X	X												
James Stockton, III	Board Member					-																			
Gene Losito	Board Member	X			X	-	X	X	X		X		X												
Jonny Heath	Board Member		X	X	X	-					X														
Richard Busche	Board Member	X	X	X	X	-	X	X	X		X														
Robert Stepp	Board Member		X	X	X	-	X		X			X													
David Tillman	Board Member	X	X	X	X	-	X	X		X	X	X													
*Erica Larson	Alternate	X		X	X	-	X	X		X		X	X												

X Present

- N/A

Updated 06-18-25 rb

Marion County

Board of County Commissioners

Agenda Item

File No.: 2025-19917 **Agenda Date:** 8/5/2025 **Agenda No.:** 14.4.4.

SUBJECT:
License Review Board - June 10, 2025

INITIATOR:
Deputy Clerk

DEPARTMENT:
Clerk of Court

DESCRIPTION/BACKGROUND:
License Review Board - June 10, 2025

BUDGET/IMPACT:
None.

RECOMMENDED ACTION:
None, information only.

Marion County
Board of County Commissioners
Building Safety ▪ Licensing
2710 E. Silver Springs Blvd.
Ocala, FL 34470
Phone: 352-438-2400
buildinglicensing@marionfl.org

Marion County License Review Board
Minutes
June 10, 2025

The monthly meeting of the Marion County License Review Board was held at the Growth Management Building, 2710 E. Silver Springs Blvd., Ocala, FL 34470.

The Chairman called the meeting to order at 5:30 pm. An official recording of the meeting was made by the Marion County Building Safety Department with BIS recording software.

1. ***INVOCATION***

2. ***PLEDGE OF ALLEGIANCE***

3. ***ROLL CALL*:**
Board members present were: Lee Kitzmiller, Jeremiah Bennett, Fawn Singletary, John Michael Gartner Jr., Zachary Curry

Alternates – Alan O'Cull, Charles Stokes

Board members absent were: James Duryea, Roger Sandor

Also attending: Antoinette Monticello, Marion County Board Secretary; Michael Savage, Director for Marion County Building Department; Valdoson Shealy, Assistant County Attorney for Marion County.

4. ***ADOPTION OF MINUTES FROM PREVIOUS MEETING:***

Jeremiah Bennett moves to adopt May 13, 2025 minutes. Alan O'Cull seconds. All in favor. The motion passed unanimously.

5. ***LICENSE REVIEW OF CONTRACTORS*:**

Incoming Contractors through Letter of Reciprocity:

Jeremiah Bennett moves to accept list of applicants for reciprocity as presented on agenda. Alan O'Cull seconds. All in favor. The motion passed unanimously.

Applicants to take G.I.T.S Exam:

Jeremiah Bennett moves to accept list of applicants for exam as presented on agenda. Alan O'Cull seconds All in favor. The motion passed unanimously

6. ***LIENS FOR UNLICENSED & LICENSED CONTRACTORS:***

Jeremiah Bennett moves to accept list of liens to be issued as presented on agenda. Alan O'Cull seconds. All in favor. The motion passed unanimously

7. ***OLD BUSINESS:*** None.

8. ***NEW BUSINESS:*** None.

9. ***OTHER BUSINESS:***

The Florida Commission on Ethics requires all Form 1 filers to now file electronically. All filing must be completed before July 1st of every year.

The meeting adjourned at approx. 5:35 PM.

The next scheduled meeting will be Tuesday, July 8th, 2025 at 5:30 PM.

10. ***NOTATION FOR RECORD:*** None.

11. ***PUBLIC COMMENT:*** None.

Respectfully submitted,

Lee Kitzmiller / Chair

Antoinette Monticello / Secretary

cc: Marion County Board of County Commissioners - Assistant County Attorney
Marion County Board of County Commissioners Record Clerk