



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, Vice-Chair
District 3 – Matthew McClain, Commissioner
District 4 – Carl Zalak, III, Commissioner
District 5 – Michelle Stone, Chair

Tuesday, August 6, 2024

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 also held on the third Tuesday of each month at 2 p.m.

All commission and zoning meetings are open to the public.

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

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

PUBLIC COMMENTS

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

-Regular BCC Meeting

- There are two (2) public comment portions on the agenda, one reserved for comments related to items specifically listed on the agenda, and one for all other comments.

- To be allotted five (5) minutes, you must sign up the Friday prior to the meeting that you wish to speak at. You can sign up online at <https://marionfl.org/comment> or via phone at 352-438-2300.

- Those who do not submit a request in advance (by 5:00 p.m. the Friday prior) are still welcome to sign up at the desk located in the foyer of the commission auditorium on the day of the meeting, but will only be allotted two (2) minutes.

-BCC Planning and Zoning Meeting

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

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

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

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

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

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

- 1.1. [PRESENTATION - Mission: Bus Brigade, School Supply Drive - Amanda Tart, Assistant County Administrator and Dr. Diane Gullett, Marion County Superintendent of Schools \(Approval and Presentation\)](#)
- 1.2. [PROCLAMATION - Purple Heart Day - Jeffrey Askew, Veteran Services Director \(Approval and Presentation\)](#)
- 1.3. [PROCLAMATION - Casana Fink Day - Amanda Tart, Assistant County Administrator \(Approval and Presentation\)](#)

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 19, 2024](#)
- 3.2. [March 27, 2024](#)
- 3.3. [April 2, 2024](#)
- 3.4. [April 9, 2024](#)
- 3.5. [April 10, 2024](#)

4. CONSTITUTIONAL OFFICERS AND GOVERNMENTAL OR OUTSIDE AGENCIES:

- 4.1. [Billy Woods, Sheriff - Request Approval of FY 2024 State Criminal Alien Assistance Program Application](#)

5. CLERK OF THE CIRCUIT COURT:**5.1. Budget Amendment**

- 5.1.1. [Budget Transfer from General Fund to Marion County Utility Fund - \\$14,875](#)
- 5.1.2. [Budget Transfer from Multiple Funds to Building Safety - \\$77,724](#)
- 5.1.3. [County Transportation Maintenance Fund - Road and Street Facilities - \\$3,742,800](#)

- 5.1.4. [Fine and Forfeiture Fund - Sheriff Bailiff Transfer - \\$12,234](#)
- 5.1.5. [Fine and Forfeiture Fund - Sheriff Regular Transfer - \\$3,266](#)
- 5.1.6. [Fine and Forfeiture Fund - Sheriff Regular Transfer - \\$48,636](#)
- 5.1.7. [Fire, Rescue and EMS Fund - Fire Rescue Services - \\$32,000](#)
- 5.1.8. [Fire, Rescue and EMS Fund - Fire Rescue Services - \\$362,756](#)
- 5.1.9. [General Fund - County Administrator - \\$150](#)
- 5.1.10. [General Fund - Emergency Medical Services - \\$241,836](#)
- 5.1.11. [General Fund - Legislative - \\$500](#)
- 5.1.12. [General Fund - Multiple Cost Centers - \\$2,000,000](#)
- 5.1.13. [General Fund - Multiple Court Departments - \\$12,489](#)
- 5.1.14. [General Fund - Multiple Court Departments - \\$9,000](#)
- 5.1.15. [General Fund - Public Safety Communications - \\$95,134](#)
- 5.1.16. [General Fund - Public Safety Radio - \\$7,918](#)
- 5.1.17. [General Fund - Sheriff Emergency Management Transfer - \\$19,500](#)
- 5.1.18. [General Fund - Sheriff Jail Transfer - \\$221,710](#)
- 5.1.19. [Marion County Health Unit Trust Fund - Marion County Health Unit - \\$70,000](#)
- 5.1.20. [Marion County Utility Fund - Utilities Capital Construction - \\$1,003,507](#)
- 5.1.21. [Marion County Utility Fund - Utilities Capital Construction - \\$1,500,000](#)
- 5.1.22. [Marion County Utility Fund - Multiple Cost Centers - \\$175,000](#)
- 5.1.23. [Marion County Utility Fund - Multiple Cost Centers - \\$180,000](#)
- 5.1.24. [MSTU for Law Enforcement - Sheriff Patrol CID Transfer - \\$13,000](#)
- 5.1.25. [MSTU for Law Enforcement - Sheriff Patrol CID Transfer - \\$20,000](#)
- 5.1.26. [MSTU for Law Enforcement - Sheriff Patrol CID Transfer - \\$50,000](#)
- 5.1.27. [MSTU for Law Enforcement - Sheriff Patrol CID Transfer - \\$55,000](#)

5.1.28. [MSTU for Law Enforcement - Sheriff Patrol CID Transfer - \\$211,975](#)

5.1.29. [Solid Waste Disposal Fund - Solid Waste Collection - \\$25,000](#)

5.2. Project Adjustment

5.2.1. [Transfer Project Funds and Amend the Capital Improvement Program - Infrastructure Surtax Capital Projects - \\$410,593](#)

5.2.2. [Transfer Project Funds and Amend the Capital Improvement Program - Stormwater Fund - \\$174,814](#)

5.3. Clerk of the Court Items

5.3.1. [Present the Acquisition or Disposition of Property Forms Authorizing Changes in Status, as Follows: 262440, 032395, 033790, 037573, 042452, 048653, 050299, and 52848](#)

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

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

6.1. [PUBLIC HEARING: Final Public Hearing for the Community Services' Five-Year 2024-28 Consolidated Plan and 2024-25 Annual Action Plan](#)

6.2. [PUBLIC HEARING to Consider the Adoption of an Ordinance Relating to Trespass on Marion County Owned Property](#)

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 Resolutions Authorizing Acquisition of Real Property Interests by Gift, Purchase, or Eminent Domain for the SW 49th Street Avenue S Phase Road Improvement Project in Marion County, Florida](#)

7.2. Fire Rescue:

7.2.1. [Request Approval of the Agreement for Ambulance Transportation Services with UF Shands Teaching Hospital and Clinics, Inc. and Marion County \(Budget Impact - Revenue of up to \\$40,000 with Accompanying Related Expenditures for Fuel, Equipment, and Personnel\)](#)

7.3. Procurement Services:

- 7.3.1. [Request Approval of Change Order 2 to Purchase Order 2400700: Firefighter and EMT School - Marion County School Board, Ocala, FL \(Budget Impact - Neutral; additional expenditure of \\$95,000 as approved in the FY 2023-24 budget\)](#)
- 7.3.2. [Request Approval of Change Order 3 to Purchase Order 2301189: Animal Services Center Rehabilitation - Borrelli & Partners, Inc., Orlando, FL \(Budget Impact - Neutral; additional expenditure of \\$145,853 as approved in FY 2023-24 Infrastructure Surtax budget\)](#)
- 7.3.3. [Request Approval of Change Order 3 to Purchase Order 2400423: 23P-071 Bunker Gear for Firefighter and EMS Personnel - Municipal Equipment Company, LLC, Orlando, FL \(Budget Impact - Neutral; additional expenditure of \\$604,592 as approved in the FY 2023-24 budget\)](#)
- 7.3.4. [Request Approval of Contract Renewal: 21B-192-CA-01, Metal Fabrication and Repair Services - Alien Engineered Products, LLC, Anthony, FL \(Budget Impact - Neutral; estimated expenditure of \\$50,000 as proposed in FY 2024-25 budget\)](#)
- 7.3.5. [Request Approval of First Amendment: 22B-192-CA-01, Waste Tire Transport and Disposal - Friends Recycling, LLC., Ocala, FL \(Budget Impact - Neutral; expenditure of \\$54,000 as proposed in FY2024-25 budget\)](#)
- 7.3.6. [Request Approval of First Contract Amendment: 23B-134-CA-01 Water Tank Maintenance - Razorback, LLC, Tarpon Springs, FL \(Budget Impact - Neutral; estimated annual expenditure of \\$200,000 as approved in FY 2023-24 budget\)](#)
- 7.3.7. [Request Approval of Fifth Contract Amendment: 12P-039-CA-05 Single Stream Recycling - Waste Pro of Florida, Inc., Ocala, FL \(Budget Impact - Neutral; estimated additional annual expenditure of \\$90,000 as proposed in FY 2024-25 budget\)](#)
- 7.3.8. [Request Approval of Second Contract Amendment: 22P-118-CA-02, Silver Springs Shores Phase I Septic to Sewer Project - Quality Enterprises USA, Inc., Naples, FL \(Budget Impact - Neutral; expenditure of \\$26,650,000 as approved in FY 2023-24 budget\)](#)
- 7.3.9. [Request Approval of Selection Committee Recommendations: 24Q-113, Land Surveying Services - Ardurra Group, Inc., Tampa, FL; Causseaux, Hewett, & Walpole, LLC, Alachua, FL; Clymer Farmer Barley Surveying, LLC, Wildwood, FL \(Budget Impact - None\)](#)

7.3.10. [Request Ratification of the Emergency Repair Expenditures as Related to the Marion County Southeastern Livestock Pavilion - Hartman Civil Construction Company, Inc., Ocala, FL \(Budget Impact - Neutral: emergency expenditure of \\$101,971 as approved in FY 2023-24 budget\)](#)

7.3.11. [Request Approval of Purchases \\$50,000 and Over](#)

7.4. Transportation - County Engineer:

7.4.1. [Request Approval to Declare Parcel Number 4202-024-001 as Surplus and Approve Sale and Purchase Agreement and Statute 125 Deed Between Marion County and Cheap Home Finders, Inc. \(Budget Impact - Revenue of \\$1,502\)](#)

7.5. Utilities:

7.5.1. [Request Repeal of Resolution 23-R-680 for Short Water Line Extension Program Project SWL-042 \(Applicant - Zitriom, LLC\) \(Budget Impact - None\)](#)

7.5.2. [Request Approval of Resolution to Support Mandatory Connection to Marion County Utilities Sewer Systems Facilities and Voluntary Connection to Marion County Utilities Water System Associated with Silver Springs Shores Phase 2 Program Area \(Budget Impact - Neutral\)](#)

7.5.3. [Request Approval of Resolution to Support Mandatory Connection to Marion County Utilities Sewer Systems Facilities and Voluntary Connection to Marion County Utilities Water System Associated with Silver Springs Shores Phase 1 Program Area \(Budget Impact - Neutral\)](#)

7.5.4. [Request Approval of Amendment No. 2 to Agreement No. WG064 Between Florida Department of Environmental Protection and Marion County Utilities \(Budget Impact - Neutral\)](#)

8. COUNTY ATTORNEY:

8.1. [Request Consideration of Release/Reduction of Civil Restitution Lien for Susan Baccili](#)

8.2. [Request Board Guidance on Disposition of Former County Parcel with Reverter Clause](#)

9. COUNTY ADMINISTRATOR:

9.1. [Request Approval of Marion County's State Legislative Priorities for the 2025 Legislative Session - Matthew Cretul, Legislative Manager](#)

9.2. [Present Update on American Rescue Plan Act Funding - Angel Roussel, Assistant County Administrator](#)

- 9.3. [Present Update for Grants Provided to Humane Society of Marion County, Sheltering Hands, and Voices of Change Animal League, Inc. - Kyra Lynch, Animal Services Director](#)

10. COMMITTEE ITEMS:

- 10.1. [Request Appointment of a Public Sector Board Member for the Central Florida Community Action Agency Board of Directors](#)

11. NOTATION FOR ACTION:

- 11.1. [Request Adoption of a Resolution to Declare a Public Hearing Date for Consideration of Closing and Abandonment of Road\(s\) and Simultaneously Conveying to Home Owners' Association, Associated with Quail Meadow, on September 4, 2024 at 3:30 p.m. or as Soon Thereafter as Possible in the McPherson Governmental Campus Auditorium](#)
- 11.2. [Request Approval to Schedule a Workshop to Discuss Topics Related to the Parks and Recreation Department on Monday, September 9, 2024, at 9:30 a.m. in the McPherson Governmental Campus Auditorium](#)
- 11.3. [Request Approval to Schedule Second Hearing for Planning and Zoning 2408 Case Cycle Meeting on Monday, September 9, 2024 at 2:00 p.m. in the McPherson Governmental Campus Auditorium](#)
- 11.4. [Request Approval of Letter of Support for the Estella Byrd Whitman Community Health Center Grant Application Through the U.S. Health Resources and Services Department](#)

12. GENERAL PUBLIC COMMENTS:

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

13. COMMISSIONER ITEMS:

13.1. Commission Comments

13.2. Commission Calendar

- 13.2.1. [Present Commission Calendar](#)

14. NOTATION FOR RECORD:

14.1. County Administrator Informational Items:

- 14.1.1. [Present Notification of the Appointment of Lisa Cahill as Marion County Public Safety Communications Director](#)

- 14.1.2. [Present Letter Dated July 23, 2024, from Utilities, Inc. of Florida Regarding an Application for an Increase in Water and Wastewater Rates in Charlotte, Highlands, Lake, Lee, Marion, Orange, Pasco, Pinellas, Polk and Seminole Counties](#)
- 14.1.3. [Present Notification of the Performance Evaluation and Merit Increase for the County Attorney](#)
- 14.1.4. [Present Resignation from the Hills of Ocala MSTU for Recreation Advisory Board - Valerie Wienke](#)
- 14.1.5. [Present Memorandum of Understanding Between Marion County Division of Emergency Management and Central Christian Church for Response to All Disasters and Emergencies](#)
- 14.2. **Present Walk-On Items From Previous BCC Meeting:**
- 14.3. **General Informational Items:**
 - 14.3.1. Marion County Health Department – For the Latest health news and information, Visit the Website at <http://marion.floridahealth.gov/>
- 14.4. **Clerk of the Court:**
 - 14.4.1. [Present Guardian Ad Litem FY 2025 Tentative Budget Statement](#)
 - 14.4.2. [Present Update for Sheriff Budget FY 2024-25](#)
 - 14.4.3. [Present Administrative Budget Transfer Report for FY 2023-24](#)
 - 14.4.4. [Present Regular Report of Utilization for Reserve for Contingencies](#)
- 14.5. **Present for information and record, minutes and notices received from the following committees and agencies:**
 - 14.5.1. [Board of Adjustment - May 6, 2024](#)
 - 14.5.2. [Code Enforcement Board - June 12, 2024](#)
 - 14.5.3. [Dog Classification Board - May 31, 2024](#)
 - 14.5.4. [Development Review Committee - June 24, July 1 and 8, 2024](#)
 - 14.5.5. [License Review Board - June 11, 2024](#)
 - 14.5.6. [Public Safety Coordinating Council - April 15, 2024](#)
 - 14.5.7. [Tourist Development Council - May 30, 2024](#)
 - 14.5.8. [Housing Finance Authority - May 15 and June 19, 2024](#)
 - 14.5.9. Southwest Florida Water Management District (SWFWMD) - For Minutes and Agendas, Visit the Website at <http://www.WaterMatters.org>

- 14.5.10.** St. Johns River Water Management District (SJRWMD) - For Minutes and Agendas, Visit the Website at <https://www.sjrwmd.com>
- 14.5.11.** Transportation Planning Organization (TPO) - For Minutes and Agendas, Visit the Website at <https://ocalamariontpo.org>
- 14.5.12.** 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.: 2024-15562

Agenda Date: 8/6/2024

Agenda No.: 1.1.

SUBJECT:

PRESENTATION - Mission: Bus Brigade, School Supply Drive - Amanda Tart, Assistant County Administrator and Dr. Diane Gullett, Marion County Superintendent of Schools (Approval and Presentation)

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:
 - 2024 Golden Ruler Award, presented to the department with the most points
 - 2024 Division Champion Trophy, presented to the division with the most points

Additionally, Dr. Diane Gullett, Marion County Superintendent of Schools, 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:

Motion to approve presentation of the awards and to present the Marion County School Board with the donation of received school supplies from this year's School Supply Drive.



Marion County

Board of County Commissioners

Agenda Item

File No.: 2024-15943

Agenda Date: 8/6/2024

Agenda No.: 1.2.

SUBJECT:

PROCLAMATION - Purple Heart Day - Jeffrey Askew, Veteran Services Director (Approval and Presentation)

INITIATOR:

Gennifer Medina, Executive Assistant

DEPARTMENT:

Commission Office

DESCRIPTION/BACKGROUND:

See attached.

BUDGET/IMPACT:

None

RECOMMENDED ACTION:

Motion for approval and presentation

PROCLAMATION

BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA

WHEREAS, the 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, 2024** be known as

"Purple Heart Day in Marion County"

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

DULY PROCLAIMED this 6th day of **August, 2024**.

BOARD OF COUNTY COMMISSIONERS MARION COUNTY, FLORIDA

MICHELLE STONE, CHAIR

KATHY BRYANT, VICE CHAIR

CARL ZALAK, III, COMMISSIONER

ATTEST:

CRAIG CURRY, COMMISSIONER

GREGORY C. HARRELL, CLERK

MATT MCCLAIN, COMMISSIONER



Marion County

Board of County Commissioners

Agenda Item

File No.: 2024-15959

Agenda Date: 8/6/2024

Agenda No.: 1.3.

SUBJECT:

PROCLAMATION - Casana Fink Day - Amanda Tart, Assistant County Administrator (Approval and Presentation)

INITIATOR:

Gennifer Medina, Executive Assistant

DEPARTMENT:

Commission Office

DESCRIPTION/BACKGROUND:

See attached.

BUDGET/IMPACT:

None

RECOMMENDED ACTION:

Motion for approval and presentation.

PROCLAMATION

BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA

WHEREAS, Casana Fink, born and raised in Ocala Florida, was named Miss Florida, 2024 at the June 29, 2024 pageant; and

WHEREAS, Casana is a graduate of Forest High School in Ocala and went on to receive her Bachelor's degree in telecommunications from the University of Florida; and

WHEREAS, Casana has been an advocate for her foundation the Give to Live Organization, focusing on organ and tissue donation; and

WHEREAS, Casana's passion for educating others on the importance of organ donation is not only helping those in need but providing valuable information to the families of those in need; and

WHEREAS, the entire community of Marion County is proud of Casana's accomplishments as she moves on to run for the Miss America title in January of 2025;

NOW THEREFORE, the Board of County Commissioners of Marion County, Florida, by virtue of the authority vested in us do hereby proclaim that **August 6th, 2024** be known as

"Miss Florida Casana Fink Day"

in Marion County and urge all residents to support Miss Casana Fink as she journeys to the state level to fulfill her lifelong dream of not only wearing a crown, but starting her life of service to the community.

DULY PROCLAIMED this 6th day of **August, 2024**.

BOARD OF COUNTY COMMISSIONERS MARION COUNTY, FLORIDA

MICHELLE STONE, CHAIR

KATHY BRYANT, VICE CHAIR

CARL ZALAK, III, COMMISSIONER

CRAIG CURRY, COMMISSIONER

ATTEST:

GREGORY C. HARRELL, CLERK

MATT MCCLAIN, COMMISSIONER



Marion County

Board of County Commissioners

Agenda Item

File No.: 2024-15984

Agenda Date: 8/6/2024

Agenda No.: 3.1.

SUBJECT:
March 19, 2024

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 19, 2024

CALL TO ORDER:

The Marion County Board of County Commissioners met in regular session in Commission Chambers at 9:02 a.m. on Tuesday, March 19, 2024 at the Marion County Governmental Complex located in Ocala, Florida.

INVOCATION AND PLEDGE OF ALLEGIANCE:

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

9:00 AM ROLL CALL:

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

ANNOUNCEMENTS:

(Ed. Note: This Item was addressed later in the meeting.)

Commissioner Zalak arrived at 9:04 a.m.

1. PROCLAMATIONS AND PRESENTATIONS:

Upon motion of Commissioner Bryant, seconded by Commissioner Curry, the Board of County Commissioners (BCC) approved and/or ratified the following:

1.1. PROCLAMATION - Marion County Day - Amanda Tart, Assistant County Administrator (Approval and Presentation)

The Board approved the Proclamation designating Saturday, March 23, 2024 as "Marion County Day".

Commissioner Curry presented the Marion County Day proclamation to County Administrator Mounir Bouyounes and ACA Amanda Tart.

ACA Amanda Tart provided a brief overview of the Marion County Day event that will take place on Saturday, March 23, 2024 from 10:00 a.m. to 2:00 p.m.

1.2. PRESENTATION - Unveiling of the Second No Horsin' Around with Marion Anti-Littering Campaign Bus - Mark Johnson, Solid Waste Director
(Presentation Only)

Solid Waste Director Mark Johnson presented the following recommendation:

Description/Background: The No Horsin' Around with Marion Campaign is the result of the Litter Task Force, which was a collaboration of many local officials, businesses, and agencies who came together with a plan of action to help prevent littering in Marion County.

March 19, 2024

The final plan of action and a new ordinance with strict fines and enforcement was brought before the Commission in late 2022. The Sun Tran bus messaging was advertising that was included in the plan and the final concept of the buses was completed at the end of September 2023.

This is our second bus that will be dedicated to spreading the anti-littering message in our community and helping to educate the public on the importance of keeping Marion clean while reminding them that litter is a crime.

Budget/Impact: None.

Recommended Action: Presentation only.

Solid Waste Director Mark Johnson stated today is the unveiling of the second SunTran bus, which hits the streets of Marion County this month. This bus is just one more part of the No Horsin' Around with Marion Campaign. This was a direct result of the Litter Task Force in collaboration with many local officials, businesses, and agencies who came together with a plan of action to help prevent littering in Marion County. He referred to the picture, as shown on the overhead screens, and advised that this bus is made possible due to the collaborative partnership with the Marion County Sheriff's Office (MCSO) and the Crime Prevention Campaign, which reminds people that littering is a crime. The goal of the campaign is to educate the public on the importance of keeping Marion County beautiful, while reminding them that littering is a crime. This bus, among other public educational activities brings awareness and gets people engaged for a better and more beautiful County. Mr. Johnson encouraged everyone to visit the County's website at www.marionfl.org/nohorsingaround to take the litter free pledge and learn more about business partnerships and what can be done to help keep Marion County litter free. He noted the bus will be present at Marion County Day on Saturday, March 23, 2024 from 10:00 a.m. to 2:00 p.m.

Commissioner Curry opined that the litter program seems to be working nicely, noting it will take time to change the hearts and minds of those who litter. He stated the County has a tremendous partner in State Attorney William Gladson, as well as the Florida Fish and Wildlife Conservation Commission (FWCC), Division of Forestry, and the Florida Department of Transportation (FDOT), who are all working together on this problem. Commissioner Curry expressed his appreciation to County Court Division Chief Becky Fletcher, State Attorney's Office (SAO), who deals with a lot of these cases, noting there are 11 cases of significant illegal dumping throughout the County (4 have been adjudicated and 7 are still open).

ANNOUNCEMENTS:

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

2. AGENDA ITEM PUBLIC COMMENTS:

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

Chairman Stone opened the floor to public comment.

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

3. ADOPT THE FOLLOWING MINUTES: (4 sets)

- 3.1.** October 3, 2023
- 3.2.** October 4, 2023
- 3.3.** October 10, 2023
- 3.4.** October 17, 2023

A motion was made by Commissioner Curry, seconded by Commissioner McClain, to adopt the meeting minutes of October 3, 4, 10 and 17, 2023. The motion was unanimously approved by the Board (5-0).

4. CONSTITUTIONAL OFFICERS AND GOVERNMENTAL OR OUTSIDE AGENCIES:

4.1. Award Agreement for FY 2022 Marion County Youth Court Programs

The Board considered the following recommendation from Trial Court Administrator Jeff Fuller, Court Administration:

Description/Background: The enclosed Award Agreement is for the renewal of the Edward Byrne Memorial Justice Assistant Grant (JAG). Federal funds will be utilized to provide drug screening to Marion County Youth Court Programs, including Teen Court, Dependency Court and Juvenile Treatment Court. The form requires signature from the BCC Chair to accept the funding.

Budget/Impact: Grant revenue in the amount of \$10,000. Matching funds are not required.

Recommended Action: Signature from Chair Michelle Stone on the grant award agreement to accept funding for Marion County Youth Court Programs.

A motion was made by Commissioner Bryant, seconded by Commissioner Curry, to authorize the Chairman to execute the grant award agreement to accept funding for Marion County Youth Court Programs. The motion was unanimously approved by the Board (5-0).

4.2. Billy Woods, Sheriff - Request \$1,000 from Law Enforcement Trust Fund for Donation to Florida Sheriff's Youth Ranches

The Board considered the following recommendation from Sheriff William "Billy" Woods, MCSO:

Description/Background: The Sheriff has certified that this request meets the requirements of Chapter 932 of the Florida Statutes and that there are no recurring expenses for subsequent fiscal years.

Budget/Impact: Neutral.

Recommended Action: Motion to approve the request to expend \$1,000 from the Law Enforcement Trust Fund (LETf) for the Florida Sheriff's Youth Ranches.

A motion was made by Commissioner Bryant, seconded by Commissioner Curry, to approve the request to expend \$1,000.00 from the Law Enforcement Trust Fund (LETf) for the Florida Sheriff's Youth Ranches. The motion was unanimously approved by the Board (5-0).

4.3. Request Approval to Designate Court Administration to Serve as the Lead Applicant for the United States Department of Justice, Office of the Justice Programs, Bureau of Justice Assistance, "Adult Treatment Court Grant Program" FY 2024 on Behalf of Marion County to Expand the Services of the Misdemeanor and Felony Diversion Drug Courts
The Board considered the following recommendation from Trial Court Administrator Fuller, Court Administration:

Description/Background: Court Administration on behalf of the Misdemeanor and Felony Diversion Drug Court is requesting to serve as the lead applicant for the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance, "Adult Treatment Court Grant Program" FY2024 Solicitation on behalf of Marion County to expand the services of the Misdemeanor and Felony Diversion Drug Courts.

This funding would assist the Misdemeanor and Felony Diversion Drug Courts to expand the services they are able to provide and to increase the number of people they are able to serve.

Budget/Impact: Up to \$1,000,000.00 grant award for the four years for Misdemeanor and Felony Pre-Plea Drug Courts.

Recommended Action: Motion to approve the letter designating Court Administration to serve as the lead applicant for the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance, "Adult Treatment Court Grant Program" FY2024 solicitation on behalf of Marion County to expand the services of the Misdemeanor and Felony Diversion Drug Courts.

A motion was made by Commissioner Bryant, seconded by Commissioner Curry, to approve the letter designating Court Administration to serve as the lead applicant for the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance, "Adult Treatment Court Grant Program" FY 2024 solicitation on behalf of Marion County to expand the services of the Misdemeanor and Felony Diversion Drug Courts. The motion was unanimously approved by the Board (5-0).

5. CLERK OF THE CIRCUIT COURT:

5.1. Budget Amendment

Deputy Clerk Mills-McAllister advised that Budget Amendment Resolutions 5.1.1. and 5.1.2. coincide with Consent Agenda Items 7.8.1. through 7.8.4.

Chairman Stone advised that Budget Amendment Resolution 5.1.7. coincides with Consent Agenda Item 7.4.10.

Commissioner Bryant stated she would like to move forward Consent Agenda Items 7.8.1. through 7.8.4. and 7.4.10. to be considered at the same time as the Board adopts the Budget Amendment Resolutions. It was the general consensus of the Board to concur.

Upon motion of Commissioner Bryant, seconded by Commissioner Curry, the Board adopted the following Budget Amendment Resolutions transferring funds and approving the coinciding Consent Agenda Items as presented by Deputy Clerk Mills-McAllister on behalf of Clerk Harrell:

5.1.1. 24-R-86 – American Rescue Plan Local Fiscal Recovery Fund - Utilities Line Extensions - \$650,000

5.1.2. 24-R-87 – American Rescue Plan Local Fiscal Recovery Fund - Utilities Line Extensions - \$760,229

5.1.3. 24-R-88 – General Fund - Clerk to County Commission Transfer - \$25,101

5.1.4. 24-R-89 – General Fund - Finance and Administration - \$10,000

5.1.5. 24-R-90 – General Fund - Public Safety Communications - \$272,621

5.1.6. 24-R-91 – General Fund - Teen Court - \$10,000

5.1.7. 24-R-92 – Infrastructure Surtax Capital Project Fund - Infrastructure Tax Sheriff Jail - \$180,648

5.1.8. 24-R-93 – Marion County Utility Fund - Utilities Management - \$40,320

5.1.9. 24-R-94 – Marion County Utility Fund - Utilities Management - \$50,000

5.1.10. 24-R-95 – Series 2022A Capital Projects Fund - Series 2022A - \$13,529

5.2. Project Adjustment

5.2.1. Transfer Project Funds and Amend the Capital Improvement Program - Stormwater Program - \$350,763

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

Description/Background: The Country Gardens Flood Relief and Country Gardens CP 59 projects require increases in their respective budgets to facilitate construction. The projects are intended to be bid as a unit and constructed concurrently. \$350,763 will be transferred from SMC999999 - Stormwater Projects Unassigned, of which \$293,005 will go to SMC0006FL - Country Gardens Flood Relief and \$57,758 will go to SMC0002DR - Country Gardens CP 59.

Budget/Impact: Neutral.

Recommended Action: Motion to approve the transfer of project funds and amend the CIP.

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

5.3. Clerk of the Court Items

5.3.1. Present the Acquisition or Disposition of Property Forms Authorizing Changes in Status, as Follows: 045850, 047624, 052185 and IT List Attached

A motion was made by Commissioner Bryant, seconded by Commissioner McClain, to approve the Acquisition or Disposition of Property forms. The motion was unanimously approved (5-0).

7. CONSENT:

A motion to approve the Consent Agenda is a motion to approve all recommended actions. All matters on the Consent Agenda are considered routine and will be enacted by one motion. There will be no separate discussion unless desired by a Commissioner. County Administrator Mounir Bouyounes stated he would like to pull Item 7.7.1. and bring the matter back at a future date. It was the general consensus of the Board to concur.

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

7.1. Community Services:

7.1.1. Request Approval of First Amendment to Marion County Standard Professional Services Agreement Challenge Grant Program Between Marion County and Arnette House, Inc. (Budget Impact - Neutral, \$107,823)

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

Description/Background: Marion County administers grant funding on behalf of the Ocala/Marion Joint Office on Homelessness for the Continuum of Care (CoC) FL-514. Funding is awarded and received through the U.S. Department of Housing and Urban Development (HUD) and the Department of Children and Families (DCF) to include, but not limited to Emergency Solutions Grant (ESG), Challenge, and Temporary Assistance for Needy Families (TANF) grants. DCF has an

approved Unified Contract with the Board of County Commissioners (BCC) to distribute the allocation of each funding source to homeless service organizations. On March 5, 2024, the Board approved the receipt of additional Challenge and ESG funding from DCF. The County entered into a one-year agreement with Arnette House, Inc. in the amount of \$20,000.00 to provide homeless services for teenagers with Challenge grant funds on August 15, 2023. This agreement expands its existing funding for an additional amount of \$87,823, for an agreement total of \$107,823 to provide homeless services to Marion County teenagers. This funding is currently expected to be expended by June 30, 2024, however, DCF could extend the expenditure deadline.

Budget/Impact: Neutral; \$107,823.

Recommended Action: Motion to approve and authorize the Chair and Clerk to execute the Amended Agreement between Marion County and Arnette House, Inc. and all necessary documents associated with this agreement. In addition, authorize the Community Services Director to approve time extension amendments to the agreement.

7.1.2. Request Approval of First Amendment to Marion County Standard Professional Services Agreement Challenge Grant Program Between Marion County and Blessed Trinity Catholic Church Brother's Keeper (Budget Impact - Neutral, \$101,823)

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

Description/Background: Marion County administers grant funding on behalf of the Ocala/Marion Joint Office on Homelessness for the Continuum of Care (CoC) FL-514. Funding is awarded and received through the U.S. Department of Housing and Urban Development (HUD) and the Department of Children and Families (DCF) to include, but not limited to Emergency Solutions Grant (ESG), Challenge, and Temporary Assistance for Needy Families (TANF) grants. DCF has an approved Unified Contract with the Board of County Commissioners (BCC) to distribute the allocation of each funding source to homeless service organizations. On March 5, 2024, the Board approved the receipt of additional Challenge and ESG funding from DCF. The County entered a one-year agreement with Brother's Keeper in the amount of \$14,000.00 to provide homeless prevention services to families with Challenge Grant funds on August 15, 2023. Brother's Keeper fully expended the initial grant award serving eighteen families. This amendment provides additional funding in the amount of \$87,823 for an agreement totaling \$101,823 for Homeless Prevention Services for Marion County families.

This funding is currently expected to be expended by June 30, 2024, however, DCF could extend the expenditure deadline.

Budget/Impact: Neutral; \$101,823

Recommended Action: Motion to approve and authorize the Chair and Clerk to execute the Amended Agreement between Marion County and Brother's Keeper and all necessary documents associated with this agreement. In addition, authorize the Community Services Director to approve time extension amendments to the agreement.

7.2. MSTU:

7.2.1. Request Adoption of Initial Assessment Resolution for Oakhurst No. 1 Improvement Area Pursuant to Capital Improvement Ordinance Number 09-10 (Budget Impact - None)
The Board accepted the following recommendation to adopt Resolution 24-R-100 as presented by Municipal Service Taxing Unit (MSTU) Director Chad Wicker:

Description/Background: On June 21, 2023, the Board approved moving forward with the engineering design phase for this 2022 Pavement Condition Index (PCI) assessment project. The engineering design and bidding phases are now complete. An informational meeting will be scheduled with property owners prior to the Final Public Hearing. A date of April 10, 2024 at 1:30 p.m. or soon thereafter was approved at the February 20, 2024 Board of County Commissioner Board meeting for the Final Public Hearing.

Pursuant to the Capital Improvement Ordinance (Number 09-10), the attached Initial Assessment Resolution has been prepared for the following project:

Oakhurst No. 1 Improvement Area

The roads to be improved in Oakhurst No. 1 are paved subdivision local roads which have been previously accepted for maintenance by the County.

Budget/Impact: None.

Recommended Action: Motion to adopt the Initial Assessment Resolution and authorize the Chair and Clerk to execute same.

Resolution 24-R-100 is entitled:

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, RELATING TO THE CONSTRUCTION AND FUNDING OF ROAD IMPROVEMENTS; DESCRIBING THE REAL PROPERTY TO BE LOCATED WITHIN THE PROPOSED OAKHURST NO. 1 IMPROVEMENT AREA AND THE ROAD IMPROVEMENTS TO BE CONSTRUCTED THEREIN; ESTABLISHING THE METHOD OF ASSESSING THE COSTS OF THE ROAD IMPROVEMENTS AGAINST THE REAL PROPERTY THAT WILL BE SPECIALLY BENEFITED THEREBY; ESTABLISHING OTHER TERMS AND CONDITIONS OF THE ASSESSMENTS; ESTABLISHING A PUBLIC HEARING TO CONSIDER IMPOSITION OF THE PROPOSED ASSESSMENTS AND THE METHOD OF THEIR COLLECTION; DIRECTING THE PROVISION OF NOTICE IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

7.3. Parks and Recreation:

7.3.1. Request Approval of Amendment 1 to Grant Agreement with the Florida Fish and Wildlife Conservation Commission for Improvements at Heagy-Burry Boat Ramp

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

Description/Background: The Board of County Commissioners approved Grant Agreement Number 17205 with the Florida Fish and Wildlife Conservation Commission (FWC) during the January 18, 2022 BCC meeting. This grant is to fund several improvements at Heagy-Burry Boat Ramp.

Due to an issue that occurred during the bidding process, the project was delayed and could not be completed within the time frame specified in the original Agreement. FWC has offered an amendment to the Agreement to extend the

completion date to December 31, 2025. This time extension has no impact on the project budget or funding from FWC.

Budget/Impact: None.

Recommended Action: Approval of Amendment 1 to Grant Agreement with the Florida Fish and Wildlife Conservation Commission for improvements at Heagy-Burry Boat Ramp and authorize the Chair to execute the same.

7.4. Procurement Services:

7.4.1. Request Approval of Bid Award: 24B-062, Wrigley Field Safety Netting - West Coast Netting, Inc. d/b/a/ The Net House, Cocoa, FL (Budget Impact - Neutral; expenditure of \$216,900 as approved in the FY 2023-24 budget)

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

Description/Background: On behalf of the Parks & Recreation Department, Procurement advertised a bid for the installation of a safety netting system at the Wrigley Fields baseball quad. One (1) submittal was received; the tabulation is listed below:

VENDOR - LOCATION	BID
The Net House - Cocoa, FL	\$216,900

Parks & Recreation Director, Jim Couillard, recommends that The Net House receive the award as the lowest, most responsive, and most responsible bidder.

Attached for review is a contract draft and pending approval at today's meeting, it will be sent to The Net House for signatures. Upon return, it will be forwarded for the County Attorney, Clerk, and Chair's signatures.

Budget/Impact: Neutral; expenditure of \$216,900. Funding is from CR362572-563101-360WRIGLEY (Parks & Recreation Fees Fund)

Recommended Action: Motion to approve the recommendation and allow staff to issue a contract and authorize the Chair and Clerk to execute the contract under 24B-062.

7.4.2. Request Approval of Bid Award: 24B-080 NW 110th Ave Rd Resurface (NW Highway 225 to Highway 316) - C.W. Roberts Contracting, Inc., Ocala, FL (Budget Impact - Neutral; expenditure of \$856,968 as approved in the FY 2023-24 budget)

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

Description/Background: On behalf of the Office of the County Engineer (OCE), Procurement advertised a bid seeking qualified and experienced contractors for a resurfacing project. The work includes resurfacing the existing pavement, sodding shoulders, removing/adding cross drains and end treatments, constructing driveway aprons, and installing/restriping pavement markings. The work shall begin at an existing construction joint on NW 100th Ave Rd, 15' north of the traveled edge of NW Highway 225, and end at an existing construction joint along the traveled edge of N Highway 316. Five (5) submittals were received; the tabulation is listed below:

Vendor - Location	BID
C.W. Roberts Contracting, Inc. - Ocala, FL	\$856,967.50
Anderson Columbia Co., Inc. - Ocala, FL	\$890,185.24

Art Walker Construction - Ocala, FL	\$908,224.00
Superior Asphalt, Inc. - Bradenton, FL	\$910,656.80
V.E. Whitehurst & Sons, Inc. - Williston, FL	\$971,595.21

Steven Cohoon, P.E., County Engineer, recommends that C.W. Roberts Contracting, Inc. receive the award as the lowest, most responsive, and most responsible bidder.

Attached for review is a contract draft and pending approval at today's meeting, it will be sent to C.W. Roberts Contracting Inc. for signatures. Upon return, it will be forwarded for the County Attorney, Clerk, and Chairman's signatures.

Budget/Impact: Neutral; expenditure of \$856,967.50. Up to 10% contingency may be added to the purchase order in accordance with the Procurement Manual. Funding is from BM761541-563221 - 80% Gas Tax Construction Fund and BO762541-563101 - 2nd Local Option Fuel Tax.

Recommended Action: Motion to approve the recommendation and allow staff to issue a contract and upon approval by Legal, authorize the Chair and Clerk to execute the contract under 24B-080.

7.4.3. Request Approval of Bid Award: 24B-082 CR 320 Resurface (County Line to NW 221st St Road) - Superior Asphalt, Inc., Bradenton, FL (Budget Impact - Neutral; expenditure of \$1,767,830 as approved in the FY 2023-24 budget)

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

Description/Background: On behalf of the Office of the County Engineer (OCE), Procurement advertised a bid seeking qualified and experienced contractors for a resurfacing project. The scope of work includes overlaying the existing pavement, removing/adding cross drains and end treatments, constructing side street and driveway aprons, sodding shoulders, and pavement markings. Work shall begin at the west county line on CR 320 and end on the west side of the intersection of NW 221st Street Road. Five (5) submittals were received; the tabulation is listed below:

Contractor - City, State	BID
Superior Asphalt, Inc. - Bradenton, FL	\$1,810,129.00
Anderson Columbia Co., Inc. - Ocala, FL	\$1,915,246.51
V.E. Whitehurst & Sons, Inc. - Williston, FL	\$2,016,798.18
C.W. Roberts Contracting, Inc. - Ocala, FL	\$2,218,322.10
Art Walker Construction, Inc., - Ocala, FL	\$2,656,846.00

Because the low bidder did not claim Local Vendor Preference and was within the 10% of the local second low bidder, a Best and Final Offer (BFO) was requested. Both Superior Asphalt, Inc. and Anderson Columbia Co., Inc. responded and the responding BFO is listed below:

Contractor - City, State	BID
Superior Asphalt, Inc. - Bradenton, FL	\$1,767,829.20
Anderson Columbia Co., Inc. - Ocala, FL	\$1,915,246.51

Steven Cohoon, P.E., County Engineer, recommends Superior Asphalt, Inc. receive the award as the lowest, most responsive, and most responsible bidder.

Attached for review is a contract draft and pending approval at today's meeting, it will be sent to Superior Asphalt, Inc. for signatures.

Budget/Impact: Neutral; expenditure of \$1,767,829.20. Up to a ten percent (10%) contingency may be added to the purchase order in accordance with the Procurement Manual. Funding is from BM761541-563221 - 80% Gas Tax Construction Fund and BO762541-563101 - 2nd Local Option Fuel Tax.

Recommended Action: Motion to approve the recommendation and allow staff to issue a contract and upon approval by Legal, authorize the Chair and Clerk to execute the contract under 24B-082.

7.4.4. Request Approval of Bid Award: 24B-084 Marion County Drainage Retention Area Mowing - Pure Cuts Lawn & Maintenance, LLC, Ocala, FL, Sulter Precision Cuts, LLC, Ocala, FL, and Silver Star Landscape, LLC, Ocala, FL (Budget Impact - Neutral; estimated expenditure of \$99,654 as approved in the 2023-24 budget)

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

Description/Background: On behalf of the Office of the County Engineer (OCE), Procurement advertised a solicitation seeking bids from experienced and qualified contractors to mow 561 drainage retention areas (DRAs) across the county during five cycles a year. The solicitation was divided into four (4) areas and to be bid on, per area, accordingly. The work consists of routine mowing of DRAs, drainage rights-of-way (DROWs), adjacent road rights-of-way (ROWs), and conveyance swales within drainage easements where identified. In addition, this may also include trimming around structures such as pipe ends, discharge structures, trees, and fence lines. This may include handwork and the use of special equipment. Eight (8) submittals were received for each area; one being deemed non-responsive. Steven Cohoon, P.E., County Engineer, recommends contracting with Pure Cuts Lawn & Maintenance, LLC, Sulter Precision Cuts, LLC, and Silver Star Landscape, LLC, as the lowest, most responsive, most responsible bidders.

Vendor - Location	Area	Total Annual Cost
Sulter Precision Cuts, LLC - Ocala, FL	V-B	\$15,257.00
Pure Cuts Lawn & Maintenance, LLC - Ocala, FL	III	\$27,075.00
Silver Star Landscape, LLC - Ocala, FL	I & X	\$57,312.00

Attached for review are drafted contracts for all three contractors. Pending approval at today's meeting, they will be sent out for signatures.

Budget/Impact: Neutral; annual estimated expenditure is estimated at \$99,654, however, this estimate may vary on the actual needs of service. Annual expenditures shall not exceed approved Fiscal Year budget amounts and shall be based on contracted acreage unit pricing without being brought back to the board. Funding comes from EK430538-534101 - Stormwater Program.

Recommended Action: Motion to approve the recommendation and allow staff to issue the contracts, and upon approval by Legal, authorize the Chair and Clerk to execute the contract with Sulter Precision Cuts LLC, Silverstar Landscape, LLC, and Pure Cuts Lawn & Maintenance, LLC under 24B-084.

7.4.5. Request Approval of Bid Award: 24B-092, Annual Water Service Installations/Replacements - T&C Underground, Inc., Ocala, FL (Budget Impact - Neutral; expenditure of \$186,250 as approved in the FY 2023-24 budget)

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

Description/Background: On behalf of Marion County Utilities (MCU), Procurement advertised a bid for installing and replacing water services annually throughout Marion County. The scope of work includes the installation of water services and associated appurtenances to enable the County to service commercial and/or residential units being built that require a water connection or replacements of existing services. Five (5) submittals were received; the tabulation is listed below:

Vendor - Location	Bid
T&C Underground Inc. - Ocala, FL	\$186,250.00
GWP Construction, Inc. - Ocala, FL	\$227,360.00
Hartman Civil Construction Co., Inc.- Ocala, FL	\$393,588.00
R&M Service Solutions, LLC- San Antonio, FL	\$633,737.50
RCM Utilities, LLC- Eustis, FL	\$996,500.00

Utilities Director, Jody Kirkman, recommends that T&C Underground Inc. receive the award as the lowest, most responsive, and most responsible bidder.

Attached for review is a contract draft and pending approval at today's meeting, it will be sent to T&C Underground for signatures. Upon return, it will be forwarded for the County Attorney, Clerk, and Chairman's signatures.

Budget/Impact: Neutral; expenditure of \$186,250. Up to a 10% contingency may be added to the purchase order in accordance with the Procurement Manual. Funding is from ZF448536-563102-UTC000094-Marion County Utility Fund.

Recommended Action: Motion to approve the recommendation and allow staff to issue a contract and authorize the Chair and Clerk to execute the contract under 24B-092.

7.4.6. Request Approval of Bid Award: 24B-096, Refrigerant Removal & Disposal - HVAC Concepts, LLC., Ocala, FL (Budget Impact - Neutral; expenditure of \$95,000 as approved in the FY 2023-24 budget)

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

Description/Background: On behalf of the Solid Waste Department, Procurement advertised a bid for the removal and disposal of refrigerants from equipment disposed of at all outlying Marion County Recycling Centers and the Baseline Landfill. There will be 19 locations serviced with the Baseline Landfill and Baseline Recycling Center co-located. Three (3) submittals were received; the tabulation is listed below:

Vendor - Location	Bid - Per Unit Cost
HVAC Concepts, LLC - Ocala, FL	\$10.60
Reclamation Technologies USA, LLC - Tampa, FL	\$13.78
Redemption Heat & Air, Inc. - Ocala, FL	\$15.00

Solid Waste Director, Mark Johnson, recommends that HVAC Concepts, LLC receive the award as the lowest, most responsive, and most responsible bidder.

Attached for review is a contract draft and pending approval at today's meeting, it will be sent to HVAC Concepts for signatures. Upon return, it will be forwarded for the County Attorney, Clerk, and Chairman's signatures.

Budget/Impact: Neutral; expenditure of \$95,000. Funding is from ZA427534-534101 Solid Waste Disposal Fund.

Recommended Action: Motion to approve the recommendation and allow staff to issue a contract and authorize the Chair and Clerk to execute the contract under 24B-092.

7.4.7. Request Approval of Bid Award: 24B-099, Mowing Maintenance for Baseline Landfill and Recycling Center - Southern Lawn Care Mid Florida, Inc., Anthony, FL (Budget Impact - Neutral; expenditure of \$60,000 as approved in the FY 2023-24 budget) The Board accepted the following recommendation as presented by Procurement Services Director Olsen:

Description/Background: On behalf of Marion County Solid Waste Department, Procurement advertised a bid for the mowing maintenance of approximately 37 acres per cycle, with 41 cycles per year, of grassed or vegetated areas at the Baseline Landfill and 18 recycling centers, including road easements drainage swales, and retention pond sites. Six (6) submittals were received; the tabulation is listed below:

Vendor - Location	Bid- Per Acre
Southern Lawn Care Mid Florida, Inc. - Anthony, FL	\$34
Sulter Precision Cuts, LLC - Ocala, FL	\$35
Solo Cats Service, LLC - Ocala, FL	\$37
Extreme Enterprises of Marion County, Inc. - Ocala, FL	\$37.80
Three Ponds Rental, LLC - Ocala, FL	\$39
Pure Cuts Lawn and Maintenance, LLC - Ocala, FL	\$43

Solid Waste Director, Mark Johnson, recommends that Southern Lawn Care Mid Florida, Inc. receive the award as the lowest, most responsive, and most responsible bidder.

Attached for review is a contract draft and pending approval at today's meeting, it will be sent to Southern Care Mid Florida, Inc. for signatures. Upon return, it will be forwarded for the County Attorney, Clerk, and Chairman's signatures.

Budget/Impact: Neutral; expenditure of \$60,000. Funding is from ZA427534-534101 Solid Waste Disposal Fund.

Recommended Action: Motion to approve the recommendation and allow staff to issue a contract and authorize the Chairman and Clerk to execute the contract under 24B-099.

7.4.8. Request Approval of Bid Award: 24B-102, End of Life Electronics Processing - Electronic Recycling Center, Inc., Miami, FL (Budget Impact - Neutral; expenditure of \$50,000 as approved in the FY 2023-24 budget)

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

Description/Background: On behalf of the Solid Waste Department, Procurement advertised a bid for the collection, transportation, recycling, and de-manufacturing of End of Life or Obsolete Electronics (EOLOE) collected by, or as a result of collections supported by Solid Waste. Two (2) submittals were received; the tabulation is listed below:

Vendor - Location	Bid - Per Pound
Electronics Recycling Center, Inc. - Miami, FL	\$0.13
Full Circle Electronics, LLC - Ocala, FL	\$0.20

Solid Waste Director, Mark Johnson, recommends that Electronics Recycling Center, Inc. receive the award as the lowest, most responsive, and most responsible bidder.

Attached for review is a contract draft and pending approval at today's meeting, it will be sent to Electronic Recycling Center, Inc. for signatures. Upon return, it will be forwarded for the County Attorney, Clerk, and Chairman's signatures.

Budget/Impact: Neutral; expenditure of \$50,000. Funding is from ZA427534-534101 Solid Waste Disposal Fund.

Recommended Action: Motion to approve the recommendation and allow staff to issue a contract and authorize the Chairman and Clerk to execute the contract under 24B-102.

7.4.9. Request Approval of Bid Award: 24B-118, Water Main Crew Line - Sod Restoration Services - Signature Sod Service, LLC, Summerfield, FL (Budget Impact - Neutral; estimated annual expenditure of \$177,000 pending approval of FY 2023-24 Budget)

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

Description/Background: On behalf of Marion County Utilities (MCU), Procurement advertised a bid for sod restoration contractors to help support the MCU-staffed crew for public water main installation projects which was broadcasted to the public on July 6, 2023; zero submittals were received. Procurement services did outreach to let previous plan holders and contractors with the relevant experience know that this would be re-advertised. A second solicitation was broadcast on August 11, 2023, and no submittals were received.

In an effort to avoid any future delays, Procurement worked with Utilities to find and negotiate with a reputable and experienced contractor with similar work detail. Attached for review and approval is a contract draft along with the fee schedule. Pending approval at today's meeting, the contract will be routed to Signature Sod Service for signatures and upon return, will be routed for County Attorney, Chairman's, and Clerk's signatures.

Budget/Impact: Neutral; total annual expenditure of \$177,000. Funding is from line ZF448536-563102-UTC000099 (Marion County Utility Fund).

Recommended Action: Motion to approve the recommendation and authorize the Chair and Clerk to execute contract with Signature Sod Service, LLC. under 24B-118.

7.4.10. Request Approval of Cabinetry Purchase for Marion County Jail - Classic Kitchens, Inc., Ocala, FL (Budget Impact - Neutral; expenditure of \$80,216 as approved in FY 2023-24 Infrastructure Surtax budget)

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

Description/Background: On behalf of Facilities Management (Facilities), Procurement advertised two (2) bids for the Marion County Jail cabinet replacement project. No bids were received for either solicitation and as a result, Facilities was able to reach out to vendors of their choice to request proposals.

They requested proposals from three (3) contractors and Classic Kitchens, Inc. was the lowest. The project cost includes labor and materials, the removal and replacement of cabinets and millwork, and treatment of the area for termites in the Booking and Infirmary areas of the jail. The existing cabinetry is damaged beyond repair by termites and the new cabinetry will be constructed of materials that are pre-treated for termites to prevent future infestations.

Attached are six (6) quotes, one for each involved area, for your review. Upon approval at today's meeting, the requisition will be processed and a purchase order will be sent to Classic Kitchens, Inc.

Budget/Impact: Neutral; project cost is \$80,215.20. Up to a ten percent (10%) contingency may be added to the purchase order in accordance with the Procurement Manual. Funds are available in line VJ735523-563102 (Infrastructure Surtax Capital Project Fund) under Project Code SOC000022.

Recommended Action: Motion to approve the purchase and authorize staff to release the purchase order to Classic Kitchens, Inc.

(Ed. Note: This item was approved with Item 5.1.7., Budget Amendment Resolution 24-R-92).

7.4.11. Request Approval of Change Order 2 to Purchase Order 2400620: 23B-194 Signal Loop Detection Repairs - Taylormade Loops, LLC, Ocala, FL (Budget Impact - Neutral; expenditure of \$21,970 as approved in the FY 2023-24 budget)

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

Description/Background: On October 3, 2023, the Board approved a contract with Taylormade Loops, LLC to provide miscellaneous signal loop detection repairs throughout the county. Seven additional loops were found to be damaged and in need of replacement after the awarding of the contract took place. The resulting Change Order, being presented today, requests to add \$21,969.23 to the Purchase Order which will address six intersections. Due to the amount of work, this will also extend the final completion by 30 calendar days.

A copy of the Change Order is attached for review. Pending approval at today's meeting, the Change Order will be presented to the Chairman for signatures.

Budget/Impact: Neutral; additional expenditure not to exceed \$21,969.23, bringing the Purchase Order total to \$83,769.23. Funding comes from BM761541-563221 - 80% Gas Tax Construction Fund.

Recommended Action: Motion to approve the change order, allow staff to process, and authorize the Chairman and Clerk to execute Change Order 2 to PO 2400620.

7.4.12. Request Approval of Second Contract Amendment: 20B-100-CA-02 Fence Line and Rip Rap Herbicide Spraying - Estate Management Services, Inc., Brunswick, GA (Budget Impact - Neutral; estimated expenditure of \$71,000 as approved in the FY 2023-24 budget)

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

Description/Background: On March 24, 2020, the Board approved a contract with Estate Management Services, Inc. to clear undesired vegetation around fence lines. This includes three Rip Rap sites in the right-of-way on CR 225A, 5,336 square feet in 16 different drainage retention areas (DRAs), and approximately

46.43 miles of fence line spraying in 249 different DRAs. At times, the work requires intensive spraying to bring said vegetation under control. The contractor has complied with the agreement's terms and conditions, which include the option to extend the contract for its second and final renewal; pending mutual agreement. Steven Cohoon, P.E., County Engineer, recommends the second, one-year term renewal.

Attached for review is a draft of the contract. Pending approval at today's meeting, it will be sent to Estate Management Services, Inc. for signatures. Upon return, the contract will be forwarded for the County Attorney, Clerk, and Chairman's signatures.

Budget/Impact: Neutral; annual expenditure is estimated at \$71,000, however, this estimate may vary based on actual needs of service. Annual expenditures shall not exceed approved Fiscal Year budget amounts and shall be based on contracted unit pricing without being brought back to the board. Funding comes from EK430538-534101 - Stormwater Program.

Recommended Action: Motion to approve the renewal and allow staff to issue the contract and upon approval by Legal, authorize the Chairman and Clerk to execute the contract under 20B-100-CA-02.

7.4.13. Request Approval of Second Contract Amendment: 22P-179-CA-02, Marion Oaks Water Main Extension Project - Quality Enterprises USA, Inc., Naples, FL (Budget Impact - Neutral; expenditure of \$14,499,145 as approved in FY 2023-24 budget)

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

Description/Background: On behalf of Marion County Utilities (MCU), a Request for Proposals (RFP) was advertised to the four (4) prequalified Progressive Design-Build (PDB) Teams for Marion Oaks Water Main Extension Project, which is one (1) of the six (6) Progressive Design Builders (PDB) utility projects being funded with the American Rescue Plan Act (ARPA) Grant. Quality Enterprises USA, Inc. (QE) was ultimately the firm recommended by the Selection Committee and met with the negotiations team to discuss timeline and scope of work for the design portion of the project. QE negotiated the design portion of the project (Task 1), which has recently been completed and the negotiations team met once again to negotiate a timeline and guaranteed maximum price (GMP) for construction of this project (Task 2). The work includes constructing 80,341 linear feet of water mains, valves, fittings, water services, and related appurtenances. The project provides water service to 279 occupied lots and will provide water service to an additional 2,243 lots at build out. The estimated time for substantial completion of the construction is 518 calendar days with an additional 31 calendar days for final completion.

Attached for review is a draft contract amendment. Pending approval at today's meeting, it will be forwarded to QE for execution as written, and upon return, will be processed for the County Attorney's, Clerk's, and Chair's signatures.

Budget/Impact: Neutral; expenditure of \$14,499,144.67 for work related to the construction of the project. Funding from Utilities CIP Improvements line FF449536-563102 (American Rescue Plan); Project Code UTCEXT002.

Recommended Action: Motion to approve and allow staff to issue, and, upon return by Legal, authorize the Chair and Clerk to execute the Second Contract

Amendment with Quality Enterprises USA, Inc., under Request for Proposals (RFP) 22P-179.

7.4.14. Request Approval of Selection Committee Recommendation: 24P-026 Temporary Staffing/Executive Recruiting - Ad-Vance Talent Solutions, Inc. (Budget Impact - Neutral)
The Board accepted the following recommendation as presented by Procurement Services Director Olsen:

Description/Background: On behalf of the Human Resources Department, Procurement advertised a Request for Proposal (RFP) for qualified firms to provide staffing services for temporary/short-term staffing on an as-needed basis, and permanent/contingency staffing on a permanent basis. Nine (9) submittals were received, evaluated, and scored by Selection Committee members ranking Ad-Vance Talent Solutions, Inc. as the highest-scoring firm, shown below:

Firm- Location	Score	Rank
Ad-Vance Talent Solutions - Bradenton, FL	522	1
Health Advocates Network, Inc. d/b/a/ Staff Today - Covina, CA	415	2
KDG Support, LLC - Melbourne, FL	407	3
Lancesoft, Inc. - Herndon, VA	399	4
Waterfield Florida Staffing, LLC d/b/a/ Action Labor- West Palm Beach	394	5
CDS Resources, LLC- Hollywood, FL	375	6
Noor Staffing Group, LLC - New York, NY	333	7
Frontall USA, LLC - Elizabeth, NJ	326	8
A & Associates - West Palm Beach, FL	194	9

Human Resources Director, Sara Caron, supports the Selection Committee's recommendation to award the contract to Ad-Vance Talent Solutions. A variety of positions are offered and can be viewed in the attached contract. The initial term will be for 13 months, with four (4) annual renewals available, pending mutual agreement. Ad-Vance Talent Solutions' fee for clerical positions will be a 28% markup plus base salary and a 34% markup plus base salary for industrial positions.

Attached for review is a draft contract; pending approval at today's meeting, it will be sent to Ad-Vance Talent Solutions for signatures and upon return, will be routed for same by County Attorney, Clerk, and Chair.

Budget/Impact: Neutral; actual annual expenditure will be dependent on each department's needs, with funding required to be established in the appropriated account(s).

Recommended Action: Motion to approve the recommendation and allow staff to issue contract, and upon approval by Legal, authorize the Chair to execute contract with Ad-Vance Talent Solutions under 24P-026.

7.4.15. Request Approval of Selection Committee Recommendation: 24Q-055, Fire Station 11 Construction Manager at Risk – Dinkins Construction, LLC, Ocala, FL (Budget Impact - None)

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

Description/Background: On behalf of Facilities Management, Procurement advertised a Request for Qualifications (RFQ) for Fire Station 11 Construction Manager at Risk (CMR) project. Due to the substantial growth in the northwest region of the County there is a need to rebuild the existing aged-structure with a

new 13,650 sq. ft. fire station on property located at the entrance of the Florida State Fire College. The CMR will provide complete construction management services to include contracting sub-contractors in Civil, Mechanical, Electrical and Plumbing Engineering (MEP). The CMR will be held accountable for completing all aspects and phases of the project on time and on or below budget. The CMR will submit to the County a guaranteed maximum price (GMP) and deliver the final project within that proposed GMP. The GMP will be brought back to the Board for final approval. The CMR fee has been negotiated to 6% of the project. This fee covers all services from conceptual design to post occupancy.

Six (6) submittals were received, evaluated, and scored by Selection Committee members Drew Rogers, Nicole Raczowski and Josh Kramer. Phase II Presentations/Interviews were held with the highest scoring firms, shown below.

FIRM - Location	Rank
Dinkins Construction, LLC - Ocala, FL	1
Cullison-Wright Construction - Ocala, FL	2
Meyer Najem Construction, LLC - Jacksonville, FL	3

Attached for review is a draft CMR contract; pending approval today, it will be forwarded to Dinkins Construction, LLC for signatures, and upon return, will be sent to the County Attorney, Clerk, and Chairman for signatures.

Budget/Impact: None.

Recommended Action: Motion to approve the Selection Committee recommendation, allow staff to issue the CMR contract to Dinkins Construction, LLC, and upon approval by Legal, authorize the Chairman to execute contract with firm under 24Q-055.

7.4.16. Request Approval of Selection Committee Recommendation: 24Q-057, Fleet Services New Facility Construction Manager at Risk - Dinkins Construction, LLC, Ocala, FL (Budget Impact - None)

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

Description/Background: On behalf of Facilities Management, Procurement advertised a Request for Qualifications (RFQ) for the Fleet Services New Facility Construction Manager at Risk (CMR) project. The goal is to create a modern, new construction, functionally focused Fleet Service Center which will service Marion County employees. The CMR will provide complete construction management services to include contracting sub-contractors in Civil, Mechanical, Electrical, and Plumbing Engineering (MEP). The CMR services will apply to all project phases: programming and conceptual design, schematic design, design development, construction documents, bidding, construction, close-out and warranty. The CMR will submit to the County a guaranteed maximum price (GMP) and deliver the final project within that proposed GMP. The GMP will be brought back to the Board for final approval. The CMR fee has been negotiated to 4.25% of the project. This fee covers all services from conceptual design to post occupancy.

Seven (7) submittals were received, evaluated, and scored by Selection Committee members Mark Williams, Mike Bates, and Jared Peltz. Phase II Presentations/Interviews were held with the highest scoring firms shown below.

FIRM - Location	Rank
Dinkins Construction, LLC - Ocala, FL	1
D.E. Scorpio Corporation dba Scorpio - Gainesville, FL	2
Ajax Building Company, LLC - Gainesville, FL	3
The A.D. Morgan Corporation - Tampa, FL	4

Attached for review is a draft CMR contract; pending approval today, it will be forwarded to Dinkins Construction, LLC for signatures, and upon return, will be sent to the County Attorney, Clerk, and Chair for signatures.

Budget/Impact: None.

Recommended Action: Motion to approve the Selection Committee recommendation, allow staff to issue the CMR contract to Dinkins Construction, LLC and upon approval by Legal, authorize the Chair to execute contract with firm under 24Q-057.

7.4.17. Request Approval of Task Order for Pre-Qualified Contract: 22Q-141-TO-02, DRA 3127 Erosion Repair - Major Maintenance Project - Hartman Civil Construction Company, Inc., Hernando, FL (Budget Impact - Neutral; expenditure of \$106,288 as approved in FY 2023-24 budget)

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

Description/Background: On behalf of the Office of the County Engineer (OCE), a request for qualifications was advertised for a firm to provide repair and maintenance for roads, right-of-ways (ROWs), and stormwater facilities. On July 6, 2022, the Board contracted with three (3) firms to be pre-qualified contractors for various projects under this agreement. A task order was issued for DRA 3127 Erosion Repair – Major Maintenance Project. The work includes sinkhole repair in the drainage retention area (DRA) consisting of standard clearing and grubbing, excavation, placing and compacting fill, erosion repair, select clearing and grubbing along fence line, and sodding disturbed areas. County Engineer, Steven Cohoon, P.E., is recommending approval of the task order to Hartman Civil Construction Company, Inc., the lowest pre-qualified bidder as shown in the tabulation below:

CONTRACTOR - City	BID
Hartman Civil Construction Company, Inc. - Hernando	\$106,288.00
GWP Construction, Inc. - Ocala	\$114,478.20
Art Walker Construction, Inc - Ocala	\$268,125.31

Budget/Impact: Neutral; expenditure of \$106,288.00 Up to ten percent (10%) contingency can be added to the Purchase Order per the Procurement Manual.

STM0082MA - EK430538 - 534101 - \$106,288.00 (Project Cost / Stormwater Program)

STM0082MA - EK430538 - 534101 - \$10,628.80 (Contingency / Stormwater Program)

Recommended Action: Motion to approve recommendation and allow staff to issue the task order agreement and authorize the Chair and Clerk to execute the agreement with Hartman Civil Construction Company, Inc., the lowest responsible bidder for 22Q-141-TO-02.

7.4.18. Request Approval of Third Contract Amendment: 20B-102-CA-03 Drainage Retention Area Mowing - C&C Solutions, LLC, Ocala, FL, C&K Clean Cuts Lawn Service and Enterprise, LLC, Reddick, FL, M. Hughes Services, LLC, Ocala, FL, and Top-Quality Lawn Management, LLC, Ocala, FL (Budget Impact - Neutral; estimated expenditure of \$551,381 as approved in the FY 2023-24 budget)

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

Description/Background: On March 24, 2020, the Board approved to contract with four contractors to provide routine mowing of drainage retention areas (DRAs), drainage right-of-ways, adjacent right-of-ways, drainage easements, and conveyance swales. The work includes trimming around structures such as pipe ends, discharge structures, signs, trees, and along fence lines which at times, includes the use of specialized equipment and hand work. The contractors have complied with the agreement's terms and conditions, which include the option to extend the contract for its third renewal option; pending mutual agreement. Steven Cohoon, P.E., County Engineer, recommends the third, one-year term renewal. Attached for review is a draft of one contract; the rest are identical. Pending approval at today's meeting, it will be sent to C&C Solutions, LLC, C&K Clean Cuts Lawn Service and Enterprise, LLC, M. Hughes Services, LLC, and Top-Quality Lawn Management, LLC for signatures. Upon return, the contracts will be forwarded for the County Attorney, Clerk, and Chair's signatures.

Budget/Impact: Neutral; annual expenditure is estimated at \$551,381, however, this estimate may vary based on the actual needs of service. Annual expenditures shall not exceed approved Fiscal Year budget amounts and shall be based on contracted acreage unit pricing without being brought back to the board. Funding comes from EK430538-534101 - Stormwater Program.

Recommended Action: Motion to approve the contract amendment and allow staff to renew the contracts. Upon approval by Legal, authorize the Chair and Clerk to execute the contract under 20B-102-CA-03.

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

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

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

1. Pending Requisition/Alan Jay Ford Lincoln Mercury, Inc - Marion County Solid Waste Department requests approval to purchase one (1) 2024 Ford Transit T-350 Wagon XL, Low Roof, (12 Passenger Van). To include all specifications detailed on the attached quote dated 1/25/2024 (\$55,374/each). This unit is a replacement, per the attached Risk Claim #VA2023016915 for VN-49 which was totaled in a traffic collision. Total expenditure of \$55,374. Funds are available in lines ZK160519-545701 (\$39,381) (Insurance Fund), and ZA425534-564101 (\$15,993) (Solid Waste Disposal Fund) *This purchase meets competitive bidding requirements under Sourcwell #2024 091521-NAF & 06.*
2. Pending Requisition/Presidio Networked Solutions, LLC - Marion County Information Technology requests approval to purchase the renewal of Cisco

Con-SmartNet Technical Support Service 3/1/2024 - 2/28/2025 per attached quote 2001724050804-02. Total expenditure of \$71,332.54. Funds are available in line AA174516-546301 (General Fund) *This purchase meets competitive bidding requirements under NASPO-19-ACS.*

3. Pending Requisition/Kompan, Inc. - The Marion County Parks & Recreation Department requests approval to purchase one (1) Two Bay Swings - 1 basket, 2 infant in-ground 90cm (\$6,652.80), one (1) Acadia with Roof in-ground (\$21,621.60) , one (1) Sign M Custom 2-12 (\$660), one (1) installation of Kompan Equipment 2 existing spinner bowls, borders and ramp (\$18438.50), one (1) freight charge (\$4,597.18), 112 cubic yards of blown in EWF+FF 12" by CY, 3253 includes installation and freight (\$10,793.66), Forty-Eight (48) 12" Playground Border with Spike, Black Plastic (\$1,944), one (1) ADA Half Ramp System Black Plastic (\$570.60), one (1) Freight Charge for borders and ramp (\$590). Total expenditures of \$65,868.34; funds are available in line CR362572-563101-360ORGLAKE (Parks and Rec Fee Fund). *This purchase meets the competitive bidding requirements under an Omnia cooperative contract #2017001135.*

Recommended Action: Motion to approve requested purchases.

7.5. Solid Waste:

7.5.1. Request Approval of Resolution Establishing Fees (aka "Gate Rates") for the Disposal of Solid Waste at the County's Solid Waste Management Facilities (Budget Impact - Neutral)

The Board accepted the following recommendation to adopt Resolution 24-R-101 as presented by Solid Waste Director Mark Johnson:

Description/Background: Section 16-8 of the County Code grants the Marion County Board of County Commissioners the authority to establish the types and amounts of the fees to be charged for the disposal of Solid Waste at the County's Baseline Facility.

The Solid Waste Department has conducted a financial analysis and recommends approval of the Board for an adjustment to landfill fees (aka "Gate Rates") to reflect the cost of service as presented in "Exhibit A" of the resolution presented under this item. This resolution considers adjustments to be made effective May 1, 2024, October 1, 2025 and October 1, 2027.

Budget/Impact: Neutral.

Recommended Action: Motion to approve and authorize the Chairman and Clerk to execute the Resolution to establish fees for disposal of solid waste.

Resolution 24-R-101 is entitled:

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, ESTABLISHING FEES FOR THE DISPOSAL OF SOLID WASTE AT THE COUNTY'S SOLID WASTE MANAGEMENT FACILITIES; PROVIDING DEFINITIONS; PROVIDING FOR CERTAIN TYPES AND QUANTITIES OF MATERIALS THAT MAY BE DELIVERED WITHOUT CHARGE TO RECYCLING CENTERS BY COUNTY RESIDENTS WHO HAVE PAID THE COUNTY'S SOLID WASTE ASSESSMENT; AUTHORIZATION, AND FEES, FOR NON-ASSESSED PERMITS; DISPOSAL OF RESIDENTIAL WASTE GENERATED FROM OUTSIDE OF THE COUNTY WITH AN ANNUAL PERMIT; PROVIDING

EXEMPTIONS FOR THE DISPOSAL OF ANIMALS BY LISTED AGENCIES; PROVIDING FOR REPEAL OF INCONSISTENT RESOLUTIONS; AND PROVIDING EFFECTIVE DATES.

7.6. Tourist Development:

7.6.1. Request Approval of Tourist Development Council Funding Request for CSF Aquatics, LLC for the Florida Swimming FLAGS Spring Championship for 2024, 2025, and 2026 (Budget Impact - Neutral; expenditure of \$45,000 total, \$15,000 per year as approved in the FY 2023-24 budget)

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

Description/Background: The Tourist Development Council (TDC) seeks funding approval for organizations that have festivals, events, or programs which support the TDC's mission of growing the economy and accelerating prosperity in Marion County through effective destination sales and marketing. This funding contract is for the 2024 Florida Swimming FLAGS Spring Championship hosted by CSF Aquatics, LLC to be held February 29 - March 3, 2024 at Florida Aquatic Swimming and Training (FAST). This event was recommended for funding by the TDC at their regularly scheduled meeting on January 25, 2024. The TDC recommends funding this event for 2024, 2025, and 2026. The contracts for 2025 and 2026 will be negotiated and presented to the Board annually for consideration.

Florida Swimming FLAGS Spring Championship \$15,000 per year

Budget/Impact: Neutral; expenditure of \$15,000 as approved in the FY 2023-24 budget. Funding from CP155552-548101.

Recommended Action: Motion to approve the Tourist Development Council funding request, make findings that the event has as one of its main purposes the attraction of tourists and that the funding program promotes tourism in the State of Florida, and authorize the Chair and Clerk to execute attached funding agreement.

7.6.2. Request Approval of Tourist Development Council Funding Request for CSF Aquatics, LLC for the Florida Swimming Senior Spring Championship for 2024, 2025, and 2026 (Budget Impact - Neutral; expenditure of \$75,000 total, \$25,000 per year as approved in the FY 2023-24 budget)

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

Description/Background: The Tourist Development Council (TDC) seeks funding approval for organizations that have festivals, events, or programs which support the TDC's mission of growing the economy and accelerating prosperity in Marion County through effective destination sales and marketing. This funding contract is for the 2024 Florida Swimming Senior Springs Championship hosted by CSF Aquatics, LLC to be held March 7-10, 2024 at Florida Aquatic Swimming and Training (FAST). This event was recommended for funding by the TDC at their regularly scheduled meeting on January 25, 2024. The TDC recommends funding this event for 2024, 2025, and 2026. The contracts for 2025 and 2026 will be negotiated and presented to the Board annually for consideration.

Florida Swimming Senior Spring Championship \$25,000 per year

Budget/Impact: Neutral; expenditure of \$25,000 as approved in the FY 2023-24 budget. Funding from CP155552-548101.

Recommended Action: Motion to approve the Tourist Development Council funding request, make findings that the event has as one of its main purposes the attraction of tourists and that the funding program promotes tourism in the State of Florida, and authorize the Chair and Clerk to execute attached funding agreement.

7.6.3. Request Approval of Tourist Development Council Funding Request for CSF Aquatics, LLC for the USA Swimming Speedo Sectionals for 2024, 2025, and 2026 (Budget Impact - Neutral; expenditure of \$75,000 total, \$25,000 per year as approved in the FY 2023-24 budget)

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

Description/Background: The Tourist Development Council (TDC) seeks funding approval for organizations that have festivals, events, or programs which support the TDC's mission of growing the economy and accelerating prosperity in Marion County through effective destination sales and marketing. This funding contract is for the 2024, 2025, and 2026 USA Swimming Speedo Sectionals hosted by CSF Aquatics, LLC held on May 23-26, 2024 at Florida Aquatic Swimming and Training (FAST). This event was recommended for funding by the TDC at their regularly scheduled meeting on January 25, 2024. The TDC recommends funding this event for 2024, 2025, and 2026. The contracts for 2025 and 2026 will be negotiated and presented to the Board annually for consideration.

USA Swimming Speedo Sectionals \$25,000 per year

Budget/Impact: Neutral; expenditure of \$25,000 as approved in the FY 2023-24 budget. Funding from CP155552-548101.

Recommended Action: Motion to approve the Tourist Development Council funding request, make findings that the event has as one of its main purposes the attraction of tourists and that the funding program promotes tourism in the State of Florida, and authorize the Chairman and Clerk to execute attached funding agreement.

7.7. Transportation - County Engineer:

7.7.1. Request Approval of a Florida Department of Transportation State Funded Grant Agreement and Resolution for Design of the Proposed Cross Florida Greenway Baseline Road to Santos Paved Trail Project in Marion County (Budget Impact – Grant Revenue of \$584,246)

Description/Background: This 6.8-mile project will connect a critical missing link in the Heart of Florida Loop Trail from Baseline Trailhead to Santos Trailhead. The typical section will consist of a paved 12-foot wide trail with a uniform cross slope to drain to one side, providing two-foot sodded shoulders and a 1:2 maximum side slope tying into existing ground. Drainage analysis will be required to determine impacts to the existing conditions throughout the project limits. The trail will have at grade railroad crossings along both SE 80th Street and SE 58th Avenue. This phase of the project involves the design of the trail. Approval of this agreement will provide for reimbursement of 100% of the design costs, up to \$584,246.00.

Budget/Impact: Grant revenue of up to \$584,246.00 to reimburse the Transportation Maintenance Fund.

Recommended Action: Motion to approve the attached Agreement and Resolution, and authorize the Chair and Clerk to execute the same.

(Ed. Note: This Item was withdrawn and will be brought back at a later date.)

7.7.2. Request Approval of a Grant of General Utility Easement Between Marion County and HP-212015 Ocala, LLC for a Portion of Parcel Numbers 3502-002-004 and 35300-031-08 (Budget Impact - None)

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

Description/Background: This is a request to approve a Grant of General Utility Easement between Marion County and HP-212015 Ocala, LLC for a Portion of Parcels numbers 3502-002-004 and 35300-031-08. This 10-foot easement is a requirement of Marion County Utilities for a future sanitary sewer force main associated with Major Site Plan Ocala SR 200, AR Number 30860.

Budget/Impact: None.

Recommended Action: Motion to approve the Grant of General Utility Easement and authorize the Chair and Clerk to execute the same.

7.7.3. Request Approval of a Purchase Agreement Associated with the SW 49th Avenue Segment F Road Improvement Project for Parcel 8001-0122-17 (Budget Impact - Neutral; expenditure of \$39,200 as approved in the FY 2023-24 budget)

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

Description/Background: This is a request to approve a Purchase Agreement in the amount of \$39,200 plus closing cost for parcel 8001-0122-17 associated with the SW 49th Avenue - Segment F Road Improvement Project (from Marion Oaks Manor north to SW 142nd Place Road). This unimproved residential parcel consists of approximately 0.28 acres. There is cost savings recognized in this negotiation by avoiding additional costs that occur during condemnation proceedings.

Budget/Impact: Neutral; expenditure of \$39,200 plus closing cost (STC073813-VJ738541-561301)

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

7.7.4. Request Approval of a Purchase Agreement Associated with the SW 49th Avenue Segment F Road Improvement Project for Parcel 8001-0122-16 (Budget Impact - Neutral; expenditure of \$298,300 as approved in the FY 2023-24 budget)

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

Description/Background: This is a request to approve a Purchase Agreement in the amount of \$298,300 plus closing cost for parcel 8001-0122-16 associated with the SW 49th Avenue - Segment F Road Improvement Project (from Marion Oaks Manor north to SW 142nd Place Road). This is an improved lot consisting of approximately 0.26 acres. The 1,540 square foot single family residence, constructed in 2004, consists of three (3) bedrooms and two (2) bathrooms. The negotiated agreement is inclusive of any and all cost associated with this transaction. There is cost savings recognized in this negotiation by avoiding additional costs that occur during condemnation proceedings.

Budget/Impact: Neutral; expenditure of \$298,300 plus closing cost (STC073813-VJ738541-561301)

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

7.8. Utilities:

7.8.1. Request Approval of Short Water Line Extension Program Resolution to Support SWL-086 (Applicant - Doco Group, LLC) (Budget Impact - Neutral; expenditure of \$44,704 as approved in FY 2023-24 budget)

The Board accepted the following recommendation to adopt Resolution 24-R-96 as presented by Utilities Director Jody Kirkman:

Description/Background: On August 17, 2021, the Board approved \$5 million for the development and executions of a Short Water Line Extension Program (Program) providing subsidies for qualified applicants. On October 18, 2022, the Board approved Ordinance 22-43, which among other things, establishes the basic requirements for the Program. Property owners must apply and be qualified for the Program, which will include support of a future water main construction project when the owner's property is within 50 to 500 feet of water main.

Marion County Utilities (MCU) verified parcel number 8009-1211-03 for participation in the Program, shown within the Resolution on Exhibit A - Application for the Short Water Line Extension Program. This project is designed to meet only the permitted parcel's code compliance requirements as shown within the Resolution on Exhibit B. The project provides for five (5) benefitting parcels and total project costs are shown within the Resolution on Exhibit C, based on MCU's current bid pricing. When the pro rata share cost is derived for each parcel located within the discrete geographical area, each owner will pay the pro rata share of \$5,000 per lot that the Board recommended as the maximum pro rata share per parcel.

Budget/Impact: Neutral; project cost is \$44,704, plus 10% contingency in accordance with the Procurement Manual. Funding is from FF449536-563102 with project code UTCEXT001.

Recommended Action: Motion to approve and authorize the Chair and Clerk to execute the Short Water Line Extension Program Resolution and issue a purchase order for T&C Underground under 22P-146.

Resolution 24-R-96 is entitled:

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, TO SUPPORT THE SHORT WATER LINE EXTENSION PROGRAM; PROVIDING CERTAIN FINDINGS AND AUTHORITY; ESTABLISHING THE SHORT WATER LINE EXTENSION PROGRAM SERVICE AREA; ESTABLISHING ONE-TIME CAPITAL CONNECTION FEE FOR THE SERVICE AREA; AND PROVIDING AN EFFECTIVE DATE.

(Ed. Note: This item was approved with Items 5.1.1. and 5.1.2., Budget Amendment Resolutions 24-R-86 and 24-R-87).

7.8.2. Request Approval of Short Water Line Extension Program Resolution to Support SWL-093 (Applicant - Fipeca Enterprise, LLC) (Budget Impact - Neutral; expenditure of \$55,245 as approved in FY 2023-24 budget)

The Board accepted the following recommendation to adopt Resolution 24-R-97 as presented by Utilities Director Kirkman:

Description/Background: On August 17, 2021, the Board approved \$5 million for the development and executions of a Short Water Line Extension Program (Program) providing subsidies for qualified applicants. On October 18, 2022, the Board approved Ordinance 22-43, which among other things, establishes the basic requirements for the Program. Property owners must apply and be qualified for the Program, which will include support of a future water main construction project when the owner's property is within 50 to 500 feet of water main.

Marion County Utilities (MCU) verified parcel numbers 9018-0309-11 for participation in the Program, shown within the Resolution on Exhibit A - Application for the Short Water Line Extension Program. During review, MCU recognized the opportunity to design the extension beyond the owner's obligation as shown within the Resolution on Exhibit B. The project provides for five (5) benefitting parcels and total project costs are shown within the Resolution on Exhibit C, based on MCU's current bid pricing. When the pro rata share cost is derived for each parcel located within the discrete geographical area, each owner will pay the pro rata share of \$5,000 per lot that the Board recommended as the maximum pro rata share per parcel.

Budget/Impact: Neutral; project cost is \$55,245, plus 10% contingency in accordance with the Procurement Manual. Funding is from FF449536-563102 with project code UTCEXT001.

Recommended Action: Motion to approve and authorize the Chair and Clerk to execute the Short Water Line Extension Program Resolution and issue a purchase order for T&C Underground under 22P-146.

Resolution 24-R-97 is entitled:

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, TO SUPPORT THE SHORT WATER LINE EXTENSION PROGRAM; PROVIDING CERTAIN FINDINGS AND AUTHORITY; ESTABLISHING THE SHORT WATER LINE EXTENSION PROGRAM SERVICE AREA; ESTABLISHING ONE-TIME CAPITAL CONNECTION FEE FOR THE SERVICE AREA; AND PROVIDING AN EFFECTIVE DATE.

(Ed. Note: This item was approved with Items 5.1.1. and 5.1.2., Budget Amendment Resolutions 24-R-86 and 24-R-87).

7.8.3. Request Approval of Short Water Line Extension Program Resolution to Support SWL-095 (Applicant - Baxton Homes, LLC) (Budget Impact - Neutral; expenditure of \$57,753 as approved in FY 2023-24 budget)

The Board accepted the following recommendation to adopt Resolution 24-R-98 as presented by Utilities Director Kirkman:

Description/Background: On August 17, 2021, the Board approved \$5 million for the development and executions of a Short Water Line Extension Program (Program) providing subsidies for qualified applicants. On October 18, 2022, the Board approved Ordinance 22-43, which among other things, establishes the basic requirements for the Program. Property owners must apply and be qualified for the Program, which will include support of a future water main construction project when the owner's property is within 50 to 500 feet of water main.

Marion County Utilities (MCU) verified parcel number 8009-1245-26 for participation in the Program, shown within the Resolution on Exhibit A - Application

for the Short Water Line Extension Program. This project is designed to meet only the permitted parcel's code compliance requirements as shown within the Resolution on Exhibit B. The project provides for ten (10) benefitting parcels and total project costs are shown within the Resolution on Exhibit C, based on MCU's current bid pricing. When the pro rata share cost is derived for each parcel located within the discrete geographical area, each owner will pay the pro rata share of \$5,000 per lot that the Board recommended as the maximum pro rata share per parcel.

Budget/Impact: Neutral; project cost is \$57,753, plus 10% contingency in accordance with the Procurement Manual. Funding is from FF449536-563102 with project code UTCEXT001.

Recommended Action: Motion to approve and authorize the Chair and Clerk to execute the Short Water Line Extension Program Resolution and issue a purchase order for T&C Underground under 22P-146.

Resolution 24-R-98 is entitled:

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, TO SUPPORT THE SHORT WATER LINE EXTENSION PROGRAM; PROVIDING CERTAIN FINDINGS AND AUTHORITY; ESTABLISHING THE SHORT WATER LINE EXTENSION PROGRAM SERVICE AREA; ESTABLISHING ONE-TIME CAPITAL CONNECTION FEE FOR THE SERVICE AREA; AND PROVIDING AN EFFECTIVE DATE.

(Ed. Note: This item was approved with Items 5.1.1. and 5.1.2., Budget Amendment Resolutions 24-R-86 and 24-R-87).

7.8.4. Request Approval of Short Water Line Extension Program Resolution to Support SWL-104 (Applicant - TSBP PManagement, LLC) (Budget Impact - Neutral; expenditure of \$83,297 as approved in the FY 2023-24 budget)

The Board accepted the following recommendation to adopt Resolution 24-R-99 as presented by Utilities Director Kirkman:

Description/Background: On August 17, 2021, the Board approved \$5 million for the development and executions of a Short Water Line Extension Program (Program) providing subsidies for qualified applicants. On October 18, 2022, the Board approved Ordinance 22-43, which among other things, establishes the basic requirements for the Program. Property owners must apply and be qualified for the Program, which will include support of a future water main construction project when the owner's property is within 50 to 500 feet of water main.

Marion County Utilities (MCU) verified parcel numbers 4712-171-146 for participation in the Program, shown within the Resolution on Exhibit A - Application for the Short Water Line Extension Program. During review, MCU recognized the opportunity to design the extension beyond the owner's obligation as shown within the Resolution on Exhibit B. The project provides for seven (7) benefitting parcels and total project costs are shown within the Resolution on Exhibit C, based on MCU's current bid pricing. When the pro rata share cost is derived for each parcel located within the discrete geographical area, each owner will pay the pro rata share of \$5,000 per lot that the Board recommended as the maximum pro rata share per parcel.

Budget/Impact: Neutral; project cost is \$83,297, plus 10% contingency in accordance with the Procurement Manual. Funding is from FF449536-563102 with project code UTCEXT001.

Recommended Action: Motion to approve and authorize the Chair and Clerk to execute the Short Water Line Extension Program Resolution and issue a purchase order for T&C Underground under 22P-146.

Resolution 24-R-99 is entitled:

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, TO SUPPORT THE SHORT WATER LINE EXTENSION PROGRAM; PROVIDING CERTAIN FINDINGS AND AUTHORITY; ESTABLISHING THE SHORT WATER LINE EXTENSION PROGRAM SERVICE AREA; ESTABLISHING ONE-TIME CAPITAL CONNECTION FEE FOR THE SERVICE AREA; AND PROVIDING AN EFFECTIVE DATE.

(Ed. Note: This item was approved with Items 5.1.1. and 5.1.2., Budget Amendment Resolutions 24-R-86 and 24-R-87).

8. COUNTY ATTORNEY: NONE

9. COUNTY ADMINISTRATOR: NONE

10. COMMITTEE ITEMS:

10.1. Board of Adjustment - Request Appointment of One Alternate Member for an Unexpired Term Ending June 2026

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

Description/Background: There is a vacancy on the Board of Adjustment for one (1) alternate member on an unexpired term ending June 2026.

One (1) application was received during the advertisement period:

- Samuel I. Hunt (New)

Budget/Impact: None.

Recommended Action: Motion to select one (1) applicant as Alternate Member for an unexpired term, ending June 2026.

Deputy Clerk Mills-McAllister advised that Samuel I. Hunt received the appropriate votes. A motion was made by Commissioner Zalak, seconded by Commissioner Curry, to appoint Mr. Samuel I. Hunt as an Alternate Member of the Board of Adjustment for an unexpired term, ending June 2026. The motion was unanimously approved by the Board (5-0).

10.2. Industrial Development Authority - Request Appointment of Two Full Members for Full-Terms Ending March 2028

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

Description/Background: There are two (2) members on the Industrial Development Authority Board whom are in terms that expire at the end of March 2024. The incumbents are eligible for reappointment.

- Todd Rudniansyn (Incumbent) - Real Estate
- Matt Fabian (Incumbent) - Business Consultant

March 19, 2024

Budget/Impact: None.

Recommended Action: Motion to re-appoint incumbents, Todd Rudnianyn and Matt Fabian, to the Industrial Development Authority Advisory Board, as full members for full-terms, ending March 2028.

Deputy Clerk Mills-McAllister advised that Todd Rudnianyn and Matt Fabian received the appropriate votes.

A motion was made by Commissioner Zalak, seconded by Commissioner Bryant, to re-appoint incumbents, Todd Rudnianyn and Matt Fabian, to the Industrial Development Authority Advisory Board, as full members for full-terms, ending March 2028. The motion was unanimously approved by the Board (5-0).

10.3. Rainbow Lakes Estates MSD Advisory Committee - Request Appointment of One Full Member for an Unexpired Term Ending December 2024

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

Description/Background: There is one (1) vacancy on the Rainbow Lakes Estates Advisory Committee for a full member on an unexpired term ending December, 2024.

Two (2) new applications have been received for the Board's consideration:

- Enrico "Rico" Spicuzza (New) - Insurance Agent
- Michael Lee Hassenfelt (New) - Retired, United States Army

Budget/Impact: None.

Recommended Action: Motion to appoint one (1) of the two (2) applicants as a full member for an unexpired term ending December 2024.

Deputy Clerk Mills-McAllister advised that Enrico "Rico" Spicuzza received the appropriate votes.

A motion was made by Commissioner Zalak, seconded by Commissioner Bryant, to appoint Mr. Enrico "Rico" Spicuzza to the Rainbow Lakes Estates Advisory Committee for a full member on an unexpired term ending December 2024. The motion was unanimously approved by the Board (5-0).

10.4. Tourist Development Council - Request Appointment of One Full Member (Collector) for a Full-Term Ending Feb 2028

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

Description/Background: The Tourist Development Council has one (1) seat with a term that expired at the end of February 2024. The incumbent member is eligible for re-appointment and has applied accordingly during the advertisement period:

- Digvijay "Danny" Gaekwad (Incumbent-Collector)

Budget/Impact: None.

Recommended Action: Motion to re-appoint incumbent, Digvijay "Danny" Gaekwad, as full member (Collector) on a full-term, ending February 2028.

Deputy Clerk Mills-McAllister advised that Digvijay "Danny" Gaekwad received the appropriate votes.

A motion was made by Commissioner Zalak, seconded by Commissioner Bryant, to re-appoint incumbent, Digvijay "Danny" Gaekwad, as full member (Collector) on a full-term, ending February 2028. The motion was unanimously approved by the Board (5-0).

11. NOTATION FOR ACTION:

11.1. Request Approval to Schedule Second Hearing for Planning and Zoning 2404 Case Cycle Meeting on Wednesday, April 17, 2024 at 1:00 p.m. in the McPherson Governmental Campus Auditorium

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

Description/Background: Based on the case load for this cycle, Growth Services requests to schedule a second hearing date for Planning and Zoning 2404 case cycle with a proposed date of Wednesday, April 17, 2024 at 1:00 p.m. This will allow for overflow of the cases and help facilitate possible increased attendance issues with the number of cases and ensure each case has the necessary time.

Budget/Impact: None.

Recommended Action: Motion to approve proposed meeting date, Wednesday, April 17, 2024 at 1:00 p.m. in the McPherson Governmental Campus Auditorium.

A motion was made by Commissioner Bryant, seconded by Commissioner McClain, to approve proposed meeting date, Wednesday, April 17, 2024 at 1:00 p.m. in the McPherson Governmental Campus Auditorium. The motion was unanimously approved by the Board (5-0).

11.2. Request Approval to Schedule A Public Hearing for Case Number 240306ZP - On Top of the World Communities LLC, Zoning Change on Monday, April 22, 2024 at 9:00 a.m. in the McPherson Governmental Campus Auditorium

Director Charles Varadin, Growth Services, presented the following recommendation:

Description/Background: Growth Services requests to schedule Monday, April 22, 2024 at 9:00 a.m. as a planning and zoning hearing date for consideration of case number 240306ZP - On Top of the World Communities LLC, zoning change from Community Business (B-2) to Planned Unit Development (PUD) for 22.63 acres on parcel account numbers 3530-1001-07 (portion) and 35300-100004. This meeting date is necessary to accommodate the current case load and anticipated public participation.

Budget/Impact: None.

Recommended Action: Motion to approve proposed meeting date, Monday, April 22, 2024 at 9:00 a.m. in the McPherson Governmental Campus Auditorium.

A motion was made by Commissioner Bryant, seconded by Commissioner McClain, to approve proposed meeting date, Monday, April 22, 2024 at 9:00 a.m. in the McPherson Governmental Campus Auditorium. The motion was unanimously approved by the Board (5-0).

11.3. Request Approval to Schedule and Advertise a Public Hearing to Consider an Ordinance to Amend the Name of the Municipal Service Taxing Unit and to Increase the Maximum Assessment Rate for Doublegate Municipal Service Taxing Unit for General Services on Tuesday, April 23, 2024 at 10:00 a.m. or as Soon Thereafter in the McPherson Governmental Campus Auditorium

Director Wicker, MSTU, presented the following recommendation:

Description/Background: The following date is being requested for a Public Hearing associated with the Doublegate Municipal Service Taxing Unit (MSTU) for General Services and in accordance with Florida Statute 197.3632.

Tuesday, April 23, 2024 at 10:00 a.m. or as soon thereafter

March 19, 2024

Budget/Impact: None.

Recommended Action: Motion to schedule and advertise a Public Hearing for Doublegate MSTU for General Services on April 23, 2024 starting at 10:00 a.m. or as soon thereafter in the McPherson Governmental Campus Auditorium.

A motion was made by Commissioner Bryant, seconded by Commissioner McClain, to schedule and advertise a Public Hearing for Doublegate MSTU for General Services on April 23, 2024 starting at 10:00 a.m. or as soon thereafter in the McPherson Governmental Campus Auditorium. The motion was unanimously approved by the Board (5-0).

11.4. Request Approval to Schedule and Advertise a Public Hearing to Consider a Rate Resolution to Increase the Current Assessment Rate Associated with Doublegate Subdivision Municipal Service Taxing Unit (Proposed Doublegate Subdivision Municipal Benefit Unit) for General Maintenance and Capital Improvements on Tuesday, May 14, 2024 at 9:30 a.m. or as Soon Thereafter in the McPherson Governmental Campus Auditorium

Director Wicker, MSTU, presented the following recommendation:

Description/Background: The following date is being requested for a Public Hearing associated with the Doublegate Subdivision MSTU (Proposed Doublegate Subdivision MSBU) for General Maintenance and Capital Improvements and in accordance with Florida Statute 197.3632.

Tuesday, May 14, 2024 at 9:30 a.m. or as soon thereafter

Budget/Impact: None.

Recommended Action: Motion to schedule and advertise a Public Hearing for Doublegate Subdivision MSTU for General Maintenance and Capital Improvements on May 14, 2024 starting at 9:30 a.m. or as soon thereafter in the McPherson Governmental Campus Auditorium.

A motion was made by Commissioner Bryant, seconded by Commissioner McClain, to schedule and advertise a Public Hearing for Doublegate Subdivision MSTU for General Maintenance and Capital Improvements on May 14, 2024 starting at 9:30 a.m. or as soon thereafter in the McPherson Governmental Campus Auditorium. The motion was unanimously approved by the Board (5-0).

12. GENERAL PUBLIC COMMENTS:

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

Chairman Stone opened the floor to public.

David Koger, Palmetto Way, Dunnellon, presented a 1 page handout entitled, "Code of Federal Regulations Title 33, Chapter 1, Subparagraph P, Part 162" and an 8 page handout containing photographs of people along the Rainbow River. He advised that he lives directly across the street from Swampy's Bar & Grill and directly across the river from the canoe launch and take out ramp for tubers from the KP Hole. Mr. Koger stated when he purchased the property in 2010 he was aware it was a busy place; however, there are codes and regulations in place as reflected on the 1 page handout relating to the Code of Federal Regulations. He advised that the Code has recently changed, noting when he purchased the property, the Code included language that "no boats were to be anchored or moored within 150 foot of a bridge on a navigable waterway". Mr. Koger

stated he is a retired road and bridge engineer and is very familiar with this matter. He advised of 5 different occasions, prior to his retirement, where he had to send inspectors out to inspect a bridge where someone had anchored or moored overnight and suspicious activities were reported, noting on 4 of those occasions bombs were found under the bridges. Mr. Koger noted in the last 5 years, traffic in this area of the river has become very popular with people anchoring or mooring there, which is within 150 feet of the bridge. He stated the new regulations do not say a person cannot anchor or moor within 150 feet of a bridge; however, there is State law that states a person "cannot anchor or moor within 150 feet of a launch or ramp". Mr. Koger advised that he has called the Sheriff's Office and the Dunnellon Police Department to enforce the law, noting on numerous occasions both have refused to do so. He stated as a County taxpayer he is extremely upset.

Paula Koger, Palmetto Way, Dunnellon, advised that there are several entities involved in this merging community, noting the County has interest in the take out ramp for tubers that makes Marion County money, as well as the City of Dunnellon interests. She stated tubers are now having to go past the take out zone because there is no room due to people illegally swimming in that area. Ms. Koger stated the noise is unbearable and chaotic.

Chairman Stone stated there is patrolling that happens on the river.

Ms. Koger opined that a fence is needed to prevent people going from the road and the bridge into the river.

Commissioner Bryant noted the Board can reach out to the FWCC and other appropriate agencies to see if they are able to increase their patrols on the river.

Perry Vogler, County Road 117A, Wildwood, presented a 1 page letter from Done Right Electric and a 15 page document containing a portion of Florida Statutes (FS) Chapters 489.127; 489.115; 489.144; 489.129; 489.142; 120.569; a letter from the Department of Business and Professional Regulations (DBPR); a Certificate of Occupancy (CO); a copy of a Building Permit; and a printout from the Marion County Property Appraisers Office (PAO). He advised that he is an electrical contractor and has held a license in the State of Florida for over 23 years, noting he is having an issue with the Marion County Building Department. Mr. Vogler stated he tried to meet with the Building Department staff, but was never responded to so he came in front of the BCC who directed staff to meet with him. He was able to meet one time with the Chief Building Inspector; however, he still has an issue with a person who is acting as a General Contractor. Mr. Vogler provided a brief overview of the issue, noting if a person is general contracting with someone and a lien is placed on the property, that compels the general contractor to settle a claim between the subcontractor and the owner in order to receive the final payment once the lien is satisfied. He advised that the person is acting as a contractor for themselves and owns the building outright, noting if he files a lien against that person the lien does nothing. Mr. Vogler advised that the contractor turned in a Certificate of Liability Workers Compensation for the project acting as the general contractor, supervised the work, and recruited sub-contractors for all of the work on the building. He stated he contacted the DBPR who issued a cease and desist order for that project. Mr. Vogler provided a brief overview of the issues he has had since that time.

Chairman Stone advised that the Board has record that staff has spoken with DPBR about the issue and based on how the project contract was written, DPBR found no improprieties. She stated the licensing investigators reviewed the matter and a meeting was held with the general contractor and the owner. Chairman Stone opined the BCC has

March 19, 2024

done its due diligence on behalf of Mr. Vogler and stated he may have to take the matter through the Court system.

Roger Knechtel, SE 97th Terrace Road, advised of a new procedure relating to abortion options to help save the lives of unborn babies. He commented on the commitment to close at least 3 Planned Parenthood offices every 40 days.

Cathy Wykoff did not appear when called upon to speak.

Joseph Walker, SE 54th Place, Ocklawaha, presented a 2 page electronic mail (email) relating to Code Enforcement Board meetings. He commented on the Code Enforcement Board Agenda and opined it does not provide enough information on the cases. Mr. Walker opined that there are years of violations that never get completed.

Chairman Stone clarified that meeting minutes and attachments have more information available for public review, similar to BCC agendas. She noted staff will show Mr. Walker how to pull up the information for Code Enforcement Board meetings. Chairman Stone noted staff will provide the Code Enforcement Board with some of Mr. Walker's suggestions relating to their Agenda information process.

Chairman Stone advised that public comment is now closed.

There was a recess at 9:50 a.m.

The meeting reconvened at 10:02 a.m. with all members present except for Commissioner Curry.

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

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

6.1. PUBLIC HEARING: First of Two Community Services Public Needs Hearing for the County's Proposed Five Year 2024-2028 Consolidated Plan and Proposed 2024-2025 Annual Action Plan

Community Services Director Martin presented the following recommendation:

Description/Background: Marion County receives the Community Development Block Grant (CDBG), HOME, Investment Partnership (HOME), and Emergency Solution Grant (ESG) from the Department of Housing and Urban Development (HUD) annually. Marion County formed a Consortium with the City of Ocala to receive HOME funds, and Marion County is the lead agency. The City receives CDBG funds independently as an Entitlement City.

Every five years, the County must submit a five-year Consolidated Plan and an Annual Action Plan thereafter to HUD that outlines how CDBG, HOME, and ESG funding will serve Marion County's low-to moderate-income population. The county's Five-Year Consolidation Plan covers fiscal years 2024 through 2028 and associated Annual Action Plan(s) 2024-2025, 2025-2026, 2026-2027, 2027-2028, and 2028-2029.

This Public Hearing is to consider comments on developing the 2024-2028 Consolidated Plan.

The funding amounts below include the anticipated five years of allocations.

- CDBG \$ 10,865,315
- HOME \$ 5,311,765
- ESG \$ 913,380.00

See the attached blank survey for examples of proposed projects for consideration.

If interested in participating, please complete the survey at:

<https://www.surveymonkey.com/r/MarionConPlan>. The survey period closes on March 31, 2024 at 5pm.

Budget/Impact: None.

Recommended Action: Receive public comments. The second Public Hearing will be scheduled at a future board meeting in July or August 2024.

Deputy Clerk Mills-McAllister presented Proof of Publication No. 9879672 entitled, "Public Notice Public Needs Hearing Proposed 5 Year 2024-2028 Consolidated Plan, Proposed FY 2024-2025 Annual Action Plan" published in the Star Banner newspaper on March 4, 2024. The Notice states the purpose of this 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.

Community Services Director Cheryl Martin advised that this is the first of two public hearings to receive public comment, noting the public comment period ends March 31, 2024. She referred to the quick response (QR) code (as shown on the overhead screen) that allows the public to participate in a survey relating to the proposed 5 Year 2024-2028 Consolidated Plan, and the proposed FY 2024-2025 Annual Action Plan. Ms. Martin stated the Plans are due to HUD every 5 years and then every year after, noting Marion County is noted as an "entitlement community"; therefore, it receives CDBG; HOME; and ESG grants. She advised that these grants must serve the low to moderate income population, noting the plans outline how the County can spend the grant monies. Ms. Martin noted staff will be holding a BCC workshop on May 29, 2024 as well as a second public hearing in July or early August 2024.

Commissioner Curry returned at 10:05 a.m.

Chairman Stone stated the public can participate by making comment today, as well as by scanning the QR code and participating in the survey as it relates to allocating those funds in Marion County.

Chairman Stone opened the floor to public comment.

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

Chairman Stone encouraged citizens to participate in the survey.

6.2. PUBLIC HEARING: First of Two Public Hearings for Consideration of an Ordinance as a Result of an Application Submitted by Horse Farms Forever, Inc. to Amend the Land Development Code Regarding Section 4.2.23 – Rural Commercial Classification's Intent, Permitted Uses, Development Standards and Design Standards

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

Description/Background: G. Matthew Brockway, Esq. (Applicant), on behalf of Horse Farms Forever, Inc., submitted a Land Development Code (LDC) Amendment Application proposing changes to LDC Section 4.2.23 – Rural Commercial (RC-1) zoning classification's intent, permitted uses, development standards, and design standards; providing for conflicts; providing for severability; providing for inclusion in the Land Development Code.

The proposed amendments were considered in a Public Hearing by the Land Development Regulation Commission (LDRC) on January 24, 2024, which recommended approval of the amendments with the attached proposed changes.

March 19, 2024

The applicant and staff do not support the additional changes proposed by the LDRC.

The proposed Ordinance and the applicant's application, as well as staff's report, are attached.

This is the first of two (2) public hearings. The second Public Hearing is scheduled for April 16, 2024, at 5:30 p.m.

Budget/Impact: None.

Recommended Action: Receive public comments. The second Public Hearing is scheduled for April 16, 2024, at 5:30 p.m.

Deputy Clerk Mills-McAllister presented Proof of Publication of a display ad entitled, "Notice of Public Hearing" published in the Star Banner newspaper on March 11, 2024. The Notice states the Board will consider the proposed amendments related to Marion County Land Development Code (LDC), Section 4.2.23 - Rural Commercial (RC-1) zoning classification's intent, permitted uses, development standards and design standards.

Deputy Director Weyrauch, Growth Services, presented a 3 page "11x17" handout entitled, "Proposed Revisions to "Exhibit "A" Proposed "Rural Commercial" Amendment" relating to the applicants proposed revisions (staff supports) versus LDRC's recommendations (staff does not support).

Chairman Stone noted this is the first of two public hearings for consideration of an Ordinance as a result of an application submitted by Horse Farms Forever, Inc. to amend the LDC regarding section 4.2.23 relating to Rural Commercial Classification's Intent, Permitted Uses, Development Standards and Design Standards.

Mr. Weyrauch expressed his appreciation to members of the LDRC who are in attendance today. He provided a brief history of the request, noting the applicant, Horse Farms Forever, Inc., submitted an application on September 15, 2023, requesting LDC amendments to RC-1 zoning classification relating to agricultural-related commercial uses (i.e., farm convenience store). Mr. Weyrauch stated staff reviewed the Comprehensive Plan and the LDC regarding the intent of the RC-1 zoning classification, noting there are some uses that staff recommends eliminating. He clarified that RC-1 is a rarely utilized zoning classification created in 1996, noting there are only 20 parcels with this classification in the entire County. He stated most of those parcels were rezoned in the early 2000's and of those 20, three are developed commercially; three are residential parcels; and fourteen are vacant land. Mr. Weyrauch stated staff attended meetings where the LDRC considered these proposed amendments during a series of workshops held on October 25, 2023; November 8, 2023; and December 13, 2023. At their January 24, 2024 public hearing, the LDRC considered these amendments, and recommended changes.

Mr. Weyrauch advised that the Comprehensive Plan is the governing document and is set by State Statutes, noting if the LDC is inconsistent with the Comprehensive Plan then the LDC would need to be amended. He stated some uses were added to the LDC in 2017 and most of those uses staff is recommending striking out and the applicant concurred and amended their application to line-up with staff's recommendations.

Mr. Weyrauch referred to Future Land Use Element (FLUE) 2.1.13., which states, in part, "Rural Land (RL): "This land use designation is intended to be used primarily for agricultural uses, low density residential units on large lots or family divisions and associated housing related to farms or other agricultural related commercial and industrial

uses. The base density shall be (1) dwelling unit per ten (10) acres". He noted the Floor Area Ratio (FAR) for the commercial entitlement is none.

Mr. Weyrauch referred to the 3 page handout, noting the first page is the intent of the classification (applicant's proposed revisions on the left and the LDRC's proposed revisions on the right), the second page reflects the permitted uses (applicant's proposed revisions on the left and the LDRC's proposed revisions on the right); and the third page shows the allowable special uses (requiring permits), noting both the applicant and the LDRC were agreeable relating to the proposed revisions for special uses. In regard to the intent of the classification, the applicant would like to include the language "only undeveloped parcels with an existing commercially zoned classification may be able to be rezoned to RC-1 and agriculturally zoned parcels shall not be rezoned to this classification". Mr. Weyrauch advised that the LDRC's recommendation in regard to the intent of the classification is "that only undeveloped parcels located on rural lands may be eligible to apply for this classification", noting staff's concern with this language is that it would "open the door" to all A-1 (General Agriculture), A-2 (Improved Agriculture), and A-3 (Residential Agricultural Estate) parcels, as well as all of the R-1 (Single Family Dwelling) and R-4 (Mixed Residential) parcels located on rural lands in historic subdivisions could apply for the RC-1 classification. He clarified that the land use does not have a FAR; however, the zoning classification does. For example, a 10 acre parcel could have as much as 130,000 square feet (sf) of commercial use. Mr. Weyrauch stated in regard to permitted uses (page 2), the applicant is proposing to delete bait and tackle, sporting goods, bank and credit unions, bottled gas cylinder refilling, churches, convenience stores, gas stations, dude ranch, manufacturing or installation, etc. He noted the LDRC would like to see bottled gas cylinder refilling as an accessory use and keep gas stations and convenience stores limited to 6 fueling positions. Mr. Weyrauch stated the LDRC also recommended keeping hardware stores (limited to 4,000 sf) and keeping restaurants (limited to 4,000 sf and no drive-throughs). He referred to page 3 and provided an overview of the special uses' requiring permits (churches, electric substations, water supply, treatment and storage facilities which serve 15 or more service connections, etc.). Matthew Brockway with the law firm of Icard, Merrill, Cullis, Timm, Furen & Ginsburg, P.A., Sarasota, appeared on behalf of the applicant, and noted Director of Conservation Strategies Busy Shires, Horse Farms Forever (HFF), is also present.

Director of Conservation Strategies Busy Shires, HFF, presented a brief PowerPoint presentation. She noted Marion County is known for its horse industry, which has created a character and culture that defines the community. The mission of HFF is to inspire the conservation of these area horse farms to ensure their preservation for future generations. Ms. Shires stated HFF's purpose is to be watchful of government actions as they pertain to the Farmland Preservation Area (FPA) and to help develop strategies to protect farmland. She advised that the proposed amendment will be the third time HFF has worked in partnership with the County to strengthen policies in the Comprehensive Plan and the LDC to help protect the FPA. Ms. Shires advised that over the past year, HFF has worked in partnership with the Growth Services Department, attorney Matthew Brockway, and American Institute of Certified Planners (AICP) Evangeline Linkous, to shine a spotlight on this rarely used zoning classification, noting the goal of the proposed amendment is to prevent any future potential for a land use conflict from an applicant seeking to misuse the Rural Commercial classification. She stated HFF believes that the existing intent language in Rural Commercial is clear; however, this amendment will make that intent crystal clear. Ms. Shires noted the amendment request is a partnership with

the BCC to work together to help protect what makes Marion County so special.

Mr. Brockway reiterated that the goal of the proposed amendment is a long-term goal to minimize future land use conflicts, noting it is important to remember that regardless of what happens on this amendment, this amendment does not have any effect on existing or pending applications prior to its adoption. He noted at the request of David Tillman, Chair of the LDRC, he and his staff held one-on-one meetings with all LDRC members to better understand their positions and concerns.

Mr. Brockway provided a brief overview of the Land Use Objectives and Policies contained in the County's Comprehensive Plan. He opined that over the years the RC-1 zoning classification has strayed from its original intent, noting there are now some conflicts with the Comprehensive Plan. Mr. Brockway clarified that the intent and purpose of the RC-1 was to provide for agricultural related commercial uses that would be appropriate on rural lands, not in a Rural Activity Center (RAC). He commented on the original permitted uses, which included: agricultural credit or loan institutions; agricultural insurance (crop or livestock); agricultural chemicals, fertilizers, disinfectants, pesticides, herbicides; agricultural equipment, tools implements and machinery (sale or repair); agricultural gypsum, lime, ground limestone, sulfur; agricultural chemical or fertilizer application companies; farm building construction yard; farm storage structures (manufacturing, sales, installation); farm equipment, implements and supplies; farm management service, farm mortgage companies; farm produce (sales, packing, crating and shipping facilities; grain elevator; hatchery (fish or fowl); plant nursery; riding academy; storage warehouse for farm products; and veterinary office.

Mr. Brockway addressed the original Special Uses allowed in RC-1, which included: churches, electric substations, etc. He commented on the proposal by HFF, noting the "intent of the classification is to provide for limited agricultural related commercial uses that would be appropriate in Rural Lands not located in a RAC. Only undeveloped parcels located in Rural Lands with an existing Commercial zoning classification may be eligible to rezone to the classification and must do so prior to applying for development approval. Agriculturally zoned parcels shall not be rezoned to this classification". Mr. Brockway addressed the language proposed by the LDRC, which states "limited agricultural related commercial uses that would be appropriate in Rural Lands not located in a RAC. Only undeveloped parcels located in Rural Lands may be eligible to rezone to this classification and must do so prior to applying for development approval. Agriculturally zoned parcels shall not be rezoned to this classification". He opined that this proposal creates additional ambiguities and ostensibly requires every undeveloped parcel in the Rural Lands to rezone to RC-1.

Mr. Brockway referred to the 3 page handout from Mr. Weyrauch relating to the applicants proposed revisions (staff supports) versus LDRC's recommendations (staff does not support), noting some of the permitted uses that HFF had concerns with include sporting goods, bank or credit union, convenience store/gas station, gun store, hardware store, professional office and restaurants.

Mr. Brockway reiterated that it is the applicants position that the RC-1 zoning classification currently conflicts and is inconsistent with multiple goals, objectives, and policies of the Comprehensive Plan.

Mr. Minter commented on the text that was not proposed for revision as follows: "may be eligible to rezone to the classification and must do so prior to applying for development approval", noting under the Community Planning Act a rezoning is a development permit. He clarified that a rezoning approval would be a development approval.

Mr. Brockway stated in that context it means prior to applying for a building permit, noting the language may need to be clarified.

General discussion ensued.

Commissioner Zalak advised that the BCC does not have a historic pattern of making a non-conforming B-1 or B-2 property go to a RC-1 zoning before it could develop.

General discussion resumed.

Commissioner Bryant out at 10:47 a.m.

General discussion continued.

Commissioner Bryant returned at 10:49 a.m.

Commissioner Curry out at 10:50 a.m.

In response to Commissioner McClain, Mr. Brockway addressed some of the permitted uses that HFF had concerns with including sporting goods, bank or credit union, convenience store/gas station, gun store, hardware store, professional office and restaurants, noting those uses are already permitted in the RAC classification.

Commissioner Curry returned at 10:52 a.m.

Mr. Minter commented on the language “only undeveloped parcels located in Rural Lands with an existing Commercial zoning may be eligible to rezone to this classification”, noting an existing non-conforming commercial business can continue as is (grandfathered in), but cannot be expanded. He clarified that if the business did want to expand, the only way would be to get a rezoning; however, under the new language the business would not be eligible to get the rezoning due to being a developed parcel.

General discussion ensued in regard to the use of Policy 120 letters versus Comprehensive Plan Amendments.

Chairman Stone opened the floor to public comment.

Tim Gant SW 3rd Street, Micanopy, commented on the “intent” of the proposed Ordinance, noting it is important to have clear, distinct guidelines for development. He noted as the President of Save our Rural Areas (SORA), he supports the request.

Robert Batsel, SE 36th Avenue, commented on the proposed Ordinance as it relates to existing land uses and expressed concern with private property rights and the possibility of litigation under the Bert Harris Act. He requested the Board allow Mr. Minter more time to review the matter further and bring back recommendations and legal opinions.

Willie L. Turner, N. US Highway 301, Citra, expressed concern with a vacant 10 acre property along NE 165th Street, noting it is RC-1 and he is unsure as to what will be constructed on that parcel. He opined that whatever is developed on that property will have a major impact on Citra.

Commissioner Zalak recommended that anyone who has property zoned RC-1 and wants to develop it into something that is currently on the list as an acceptable use, but will be taken off the list if the Ordinance is approved, should seek legal advice and make an application now.

David Tillman, SE 16th Avenue, advised that he is the Chairman of the LDRC, noting their concern is that the proposal would take away the rights of everyone that has Rural Land Use and lives in a rural area anywhere in the County. He commented on County Code for RC-1 from 1996, noting Section A states that anyone not in a RAC could apply for that classification and Section C of the Code suggests all of the B zonings that have rural lands should be converted to RC-1. Mr. Tillman commented on the criteria for RACs, noting it is very limiting in regard to where they can be located or how they can expand. He addressed the current language in Policy 2.1.13., which states “primarily agriculture” and did not stipulate “only agricultural”. Mr. Tillman requested the Board adopt the

March 19, 2024

language as recommended by the LDCR.

Commissioner Curry questioned if the applicants' proposal is trying to fix non-conforming uses. Mr. Tillman disagreed and opined that the applicants' proposal restricts the use of RC-1 across all rural lands.

General discussion ensued.

Commissioner Curry opined that the Board needs to protect property rights as best it can, while protecting the community's rights.

General discussion resumed.

In response to Commissioner Bryant, Mr. Weyrauch advised that since 2017 when new uses were added to RC-1 there have been no applications for any of those new uses.

Chairman Stone advised that public comment is now closed.

Mr. Brockway clarified that the Bert Harris Act protects existing uses (vested rights and reasonably, foreseeable, non-speculative land uses that are compatible with surrounding uses). He advised that there is case law that states "a rezoning is speculative and there is no expectation that a rezoning would be granted". Mr. Brockway stated there are property rights to consider on both sides of this issue. He clarified that the applicants' focus on the amendment is to provide certainty to those individuals who purchase property in the rural lands that they would continue to be surrounded by rural and agricultural uses. Mr. Brockway opined that if every parcel in the rural lands can apply for RC-1 then that would be the path of least resistance and those RC-1 parcels will continue to cannibalize the RACs, and those RACs will continue to underperform.

Commissioner Zalak opined that the RC-1 category is supposed to be a mechanism to fix non-conforming issues. He provided a brief overview of some of the misaligned uses. Chairman Stone stated there will be a second public hearing regarding this matter on Tuesday, April 16, 2024 at 5:30 p.m.

Commissioner Bryant requested staff bring back an analysis to determine what the citizens in outlying areas have access to at this time. She requested staff bring back a map showing the locations of RACs in Marion County.

(Ed. Note: The Deputy Clerk did not receive a copy of the applicants PowerPoint presentation.)

13. COMMISSIONER ITEMS:

13.1. Commission Comments

Commissioner Zalak advised that he met with Fire Chief James Banta and County Attorney Matthew Minter regarding some issues that a veteran citizen had relating to ambulance fees. He requested permission from the Board to bring back an item in regard to veterans that are billing through the Veterans Administration (VA). Commissioner Zalak noted that there are times when a veteran has to get on a payment plan for ambulance service fees until the VA pays their bill and then the County will reimburse the veteran. Commissioner Zalak wished everyone a Happy Easter.

Commissioner Bryant advised that today is election day and encouraged everyone to get out and vote.

Commissioner McClain advised that he had nothing further to add.

Commissioner Curry advised that he had nothing further to add.

Chairman Stone advised that the “Run for the Springs” event will take place on Saturday April 27, 2024 at 7:30 a.m. and will be held at the Carney Island Recreation and Conservation Area. She noted funds raised will go toward public education on saving the springs. She invited everyone to come out and participate in Marion County Day on Saturday, March 23, 2024. Chairman Stone requested everyone be responsible pet owners and remember to spay and neuter their pets.

13.2. Commission Calendar

13.2.1. Present Commission Calendar

The Chairman acknowledged receipt of the Commission calendar covering the period of March 19, 2024 through April 2, 2024.

14. NOTATION FOR RECORD:

14.1. County Administrator Informational Items:

14.1.1. Present Monthly Building Safety Productivity Report for the Month of February 2024

14.1.2. Present Ocala Metro Chamber and Economic Partnership Activity and Performance Matrix Report for February 2024

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

14.2.1. Walk-On - Request Approval to Execute the Defense and Refund Agreement Between Marion County and Marion County School Board Regarding the Proposed Marion County Educational System Impact Fee Ordinance

14.3. General Informational Items:

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

14.4. Clerk of the Court:

14.4.1. Present Administrative Budget Transfer Report for FY 2023-24

14.4.2. Present Memorandum From Gregory C. Harrell, Clerk of The Circuit Court and Comptroller, Regarding the Filing of Ordinances 24-03, 24-04, 24-05 and 24-06 with the Secretary of State's Office

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

14.4.4. Present Regular Report of Utilization for Reserve for Contingencies

14.4.5. Present Winter 2024 Newsletter from the Rainbow River Conservation, Inc.

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

14.5.1. Board of Adjustment - February 5, 2024

14.5.2. Dog Classification Board - February 6 and 21, 2024

14.5.3. Development Review Committee (DRC) - February 19, 2024

14.5.4. Districts 5 and 24 Medical Examiner Advisory Committee - November 8, 2023

14.5.5. Parks & Recreation Advisory Council (PRAC) - October 25, 2023

14.5.6. Planning and Zoning Commission - January 29, 2024

14.5.7. Public Safety Coordinating Council (PSCC) - October 16, 2023

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

March 19, 2024

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

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

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

There was a recess at 11:44 a.m.

The meeting reconvened at 2:04 p.m. with all members present, except Vice Chairman Bryant and Commissioner Zalak, both of whom arrived later in the meeting.

Also present were: Growth Services Director Chuck Varadin, Deputy Director Ken Weyrauch, Transportation Planner Ken Odom, Senior Planner Chris Rison, Planners Kathleen Brugnoli, Eryn Mertens, Marcus Lloyd and Cindy Chen, Staff Assistant IV Darlene Pocock, Staff Assistant Sage Dick, County Attorney Matthew G. Minter, County Administrator Mounir Bouyounes and ACA Tracy Straub.

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

15. PLANNING & ZONING AND DRC WAIVER REQUESTS (AT 2:00PM):

Deputy Clerk Lewter advised that there are two (2) Proofs of Publication to be presented for this afternoon's meeting.

The first Proof of Publication is display ad entitled, "Notice of Public Hearing to Consider a Chapter 163, F.S. Development Agreement for Jerry Cauthen and Karen Cauthen (care of Del Lago Ventures, Inc.)" published in the Star Banner newspaper on March 11, 2024. The Notice states the Board will consider a proposed Development Agreement (Agreement) pursuant to Sections 163.3220 through 163.3243, inclusive, Florida Statutes (F.S.) between Jerry Cauthen and Karen Cauthen (owners/Developers) and Marion County, Florida (County), Case No. 24-DA02, as related to proposed rezoning request, Case No. 231206ZC.

The second Proof of Publication is legal ad No. 9898014 entitled, "Notice of Intention to Consider Adoption of an Ordinance" published in the Star Banner newspaper on March 5, 2024. The Notice stated the Board will consider approval of a Comprehensive Plan Amendment, rezoning and/or Special Use permit (SUP) applications, as well as considering adoption of an Ordinance.

Chairman Stone, on behalf of the Board, wished County Attorney Matthew Minter a happy birthday.

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

Commissioner Zalak arrived at 2:09 p.m.

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

15.1. DRC Waiver Requests and Public Hearings:

15.1.1. Request for Waiver from Land Development Code Section 6.14.2.B(1)(a) - Water Connection for Paradise Home Regarding Building Safety Permit Number 2023092436 for a Residential Manufactured Home, Parcel Number 3137-120-000, Application Number 30921 (Budget Impact - None)

The Board considered the following recommendation from Building Safety Director Michael Savage, on behalf of the Development Review Committee (DRC):

Description/Background: The Applicant/Owner, John Angulo/Quick Flip Rentals, Inc., requests a waiver due to the parcel already being permitted with a domestic well and other homes in the area are on wells. The cost of the water main puts the project over the budget.

The subject property is located in the southeast portion of the County within Silver Springs Manor (aka: Flint Place) on approximately .25 acres.

This waiver request was denied by the Development Review Committee (DRC) on January 8, 2024. On February 20, 2024, this item was presented to the Board and staff included a new option where Marion County Utilities (MCU) would offer a "shared" agreement which MCU would front the cost required for the installation of the water line extension and the applicant would only be required to fund the pro rata share which is approximately \$10,800. After reviewing the new option, the applicant still requests the waiver to allow a new well.

Budget/Impact: None.

Recommended Action: Motion to uphold DRC's denial of the requested waiver.

Utilities Director Jody Kirkman provided a brief overview of the waiver request, noting the subject site is 300 feet (ft) from an existing 8 inch water main. He advised that there are 3 different Options: Option A would connect from the north and require a jack and bore across SE 38th Street; Option B would connect from the South; and Option C would be the County creating a looped system and a pro rata share would be charged to property owners. The cost associated with each Option was shown on the overhead screens as listed below:

Route Option	Distance	Cost	Per Parcel Cost	Total Parcels
A – owner funded	350LF	\$53,107.50 - 8,700.00 FHA/MCU \$44,407.50 owner cost	\$22,203.75	2
B – owner funded	375LF	\$49,725.00 - 8,700.00 FHA/MCU \$41,025.00 owner cost	\$8,205.00	5
C – MCU funded	681 LF	\$73,303.50 - 8,700.00 FHA/MCU \$64,603.50 total cost	\$10,767.25	6

It was noted for the record that the applicant was not present.

Chairman Stone opened the floor to public comment.

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

A motion was made by Commissioner Zalak, seconded by Commissioner Curry, to agree with the DRC and deny the waiver request.

In response to Commissioner Curry, Mr. Kirkman stated Option C is the most palatable for the property owner. He advised that it would be a benefit to the County, but is not needed at this time. Mr. Kirkman stated the subject parcel is within the Basin Management Action Plan (BMAP) area.

General discussion ensued.

In response to Commissioner Curry, Commissioner Zalak noted the applicant could still choose one of the Options offered by staff.

March 19, 2024

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

15.2. Planning and Zoning Consent Items:

Senior Planner Chris Rison advised that staff received a letter of opposition for this matter; therefore, it has been removed from the Consent Agenda and is being heard individually.

15.2.1. Request Approval for the SW 100th Street East Planned Unit Development (211009Z, fka New Strategy Holdings, LLC., Coba Homes, Inc.) Final Planned Unit Development Master Plan/Preliminary Plat, Parcel Number 35695-033-00, Current Owner Ocala SW 100th, LLC

The Board considered the following recommendation from Growth Services Director Chuck Varadin:

Description/Background: Michael W. Radcliffe Engineering, Inc., has submitted a request for Board approval for the final SW 100th Street East Planned Unit Development Preliminary Plat as an equivalent for the Master Plan (PUD, 211009Z, see attached). The PUD's current zoning was approved on November 2, 2021 (see attached), that enabled the development of 180 single family detached dwelling units and accompanying accessory amenities. The PUD was approved in conjunction with another PUD for the SW 100th Street West Planned Unit Development; that PUD Final Master Plan/Preliminary Plat was approved by the Board on February 20, 2024. A Chapter 163, F.S., Development Agreement (Agreement) was approved by the Board on May 16, 2023 (see attached) to provide for the construction of SW 100th Street to serve as construction and project access for this PUD and the SW 100th Street West PUD.

Review of the final PUD Master Plan has been conducted through Marion County's Development Review Committee (DRC) review process, and review comments have generally been addressed. The proposed plan conforms to the PUD approval, including providing for no access to the south to SW 51st Terrace in the Emerald Point Subdivision. The project will include amenities including a minimum 2,500 SF clubhouse, minimum 1,500 SF pool with and a sports/soccer field area within a planned drainage retention area (DRA) at the southeast corner of the project site. Two access points will connect to SW 100th Street to be constructed for the project, along with an additional access to the Woods and Meadows East Subdivision (SW 101st Place) to the west.

This approval consideration has been duly noticed as required by the PUD's development conditions. Staff has no objections to the proposed final PUD Master Plan/Preliminary Plat and recommends Board approval.

Budget/Impact: None.

Recommended Action: Receive public comment and provide direction to staff, if any, and motion to approve the SW 100th Street East Planned Unit Development (PUD) Final PUD Master Plan/Preliminary Plat.

Mr. Rison provided a brief overview of the proposed Master Plan, which is also the preliminary plat (full detailed drawings). He advised that staff does recommend approval with the two adjusted Conditions: 1.) no lighting and no improvements to the playfield; and 2.) addressing the burning of debris issue.

In response to Commissioner Zalak, Mr. Rison advised that improvements for the playfield would consist of permanent structures (bleachers, concrete goalposts, etc.), noting the Condition can be modified to allow portable/temporary recreation equipment. Jimmy Gooding, SE 36th Avenue, attorney on behalf of the applicant, advised that

approximately one month ago the Board approved the corresponding final Planned Unit Development (PUD) plan for the sister development to the west of the subject property, noting a Condition was included to not allow open burning. He opined that this Condition is inconsistent with the County Code and preempted by State Law, noting the Florida Forest Service (FFS) has exclusive authority to require and issue authorization for agricultural and silvicultural pile burning. Mr. Gooding advised that the County, municipality, or other political subdivision of the State may not adopt or enforce laws, regulations, rules or policies pertaining to broadcast burning or agricultural/silvicultural pine burning. He stated there is a legitimate question as to whether a prohibition on burning previously approved by the Board and being proposed today is permissible. Mr. Gooding recommended the Board move forward with the hearing today and allow the public to speak, but not to make a decision and continue this hearing to allow time for staff to review the previous site plan and the new information being provided.

Chairman Stone clarified that the request is to also reconsider the sister project with Conditions as approved on February 20, 2024. Mr. Gooding concurred.

Mr. Minter stated the sister project is the SW 100th Street West PUD (211008Z), which was approved with the Condition that no open burning was permitted. He advised that Florida Statutes (FS) can, in certain occasions, preempt local government regulation. Mr. Minter stated the Board can hear all the testimony today, but continue the matter until he is able to make a final opinion on the legal issue.

Mr. Gooding opined that it is appropriate for the County Attorney to recommend a matter be reconsidered if the County imposes an impermissible Condition, noting both matters can be considered at the same time.

In response to Chairman Stone, Mr. Minter advised that the items would have to be readvertised. He stated the wording of the motion for SW 100th Street West PUD Master Plan approval left open the question on whether or not the item would have been approved if the Condition was not included.

Mr. Gooding stated the issue is the motion was moved for approval conditioned upon the no burning clause; therefore, the matter would need to come back before the Board.

Commissioner Zalak questioned if the Board could converse with the Division of Forestry or write a letter saying open burning in this situation and in this particular area would impact the health safety and welfare of the surrounding residents. Mr. Minter commented on the Bert Harris Act, noting one government agency asking another agency to act in a certain way on their behalf could expose them to a claim. He stated if the State Statute is saying the Division of Forestry is the agency with particular expertise in this regard and their objective is also looking out for the health, safety, and welfare of the public including issues of smoke, irritation, and a number of other related issues than it is part of their statutory charge and it would be within the realm of the Commission to express concerns to that agency.

Mr. Gooding advised that County staff have already begun discussions with the Division of Forestry.

Commissioner Curry stated the applicant's options are to either burn onsite or haul the materials offsite. Mr. Gooding concurred.

Commissioner Zalak advised that the material could be grinded onsite.

Mr. Gooding stated his client is going to obtain quotes for the various alternatives to burning.

Commissioner Curry addressed dust issues associated with infill projects and requested water trucks are available to mitigate dust.

March 19, 2024

Mike Radcliff, Radcliff Engineering, on behalf of the applicant, advised that the final PUD plan is very close to the conceptual plan that was previously approved. He stated there is 23% open space being provided and the buffering is in excess of the minimum required. Chairman Stone questioned if there is a way to have some of the buffering requirements completed prior to construction to assist with the dust. Mr. Radcliff advised that most of the existing vegetation will remain around the perimeter.

Chairman Stone opened the floor to public comment.

Charlotte Scruggs, SW 49th Avenue, advised that she has emailed Commissioner Bryant several times about this proposal, noting she lives in the neighboring Churchill Downs subdivision. She expressed buffer and lot size concerns. Ms. Scruggs advised that her property will only have a 15 ft buffer from the new development, noting the proposed pool and clubhouse will be adjacent to her backyard.

Chairman Stone advised that public comment is now closed.

Mr. Radcliff advised that the approved PUD concept plan required a 15 foot buffer along the east side (Churchill Downs subdivision) with 75 foot lots on the west side only (next to the Woods & Meadows subdivision); however, extra open space has been provided on the east side. He clarified that the minimum landscape buffer is 15 ft along the eastside, but extra open space (additional buffering) is provided on the eastside, noting the closest point is 54 ft away from the property line.

In response to Commissioner Curry, Mr. Radcliff noted the vast majority of the trees in the buffer space will be saved.

General discussion ensued relating to buffers.

Chairman Stone requested at the next hearing the applicant provide a better picture of the buffering along the eastside of the project.

General discussion resumed.

A motion was made by Commissioner Zalak, seconded by Commissioner Curry, to continue this matter until Tuesday, April 16, 2024 at 10:00 a.m. or as soon thereafter. The motion was unanimously approved by the Board (4-0).

A motion was made by Commissioner Zalak, seconded by Commissioner Curry, to reconsider the Master Plan for SW 100th Street West Planned Unit Development on Tuesday, April 16, 2024 at 10:00 a.m. or as soon thereafter. The motion was unanimously approved by the Board (4-0).

Mr. Minter advised that he failed to state at the beginning of the meeting that the Board must find the proposed requests are consistent with the Comprehensive Plan, consistent with the public interest, and is compatible with surrounding properties.

15.3. Planning and Zoning Items for Individual Consideration:

15.3.1. 24DA-02 - PUBLIC HEARING: Second of Two Public Hearings for Presentation and Discussion of a Chapter 163, F.S. Development Agreement (Agreement, 24-DA02) Between Marion County, Florida and Jerry and Karen Cauthen, Related to Rezoning Application Number 231206ZC

The Board considered the following recommendation from Growth Services Deputy Director Ken Weyrauch:

Description/Background: Rob Batsel, Jr, Esq. as attorney for Del Lago Ventures, Inc, a subsidiary of RaceTrac, and as agent for the owners, Jerry and Karen Cauthen ("Developer/s") has filed a Chapter 163, Florida Statutes (F.S.) Development Agreement ("Agreement") related to an ±11.06-acre portion of a ±38.62-acre parcel currently located at the southwest corner of W Hwy 329 and N

US Hwy 441. The Parcel Identification Number (PID) for the overall property is 07263-000-00, and it is not currently addressed; the legal description is contained within proposed Agreement. The request proposes to address the Developers' intent to develop the site as a gas station and convenience store ("Project") in a manner which is limited by the terms and conditions of the Agreement, and the applicant intends for this Agreement to be considered as part of the supporting analysis for the companion rezoning request. The Agreement also addresses certain modifications to the permitted uses, floor area ratio, and design criteria allowed by the Developer's requested Rural Commercial zoning district per companion Zoning Change Application (231206ZC) as related to this parcel. The Agreement expressly excludes truck parking, showers or bathing facilities, sleeping quarters, or automobile/truck services uses.

Budget/Impact: None.

Recommended Action: Both Staff and the P&Z Commission recommend denial.

Planner Eryn Mertens, Growth Services, advised that Agenda Items 15.3.1 and 15.3.2 are companion items and will be addressed together. She stated the request is for a proposed RaceTrac gas station at the corner of West Highway 329 and North US 441. The request was scheduled to be considered in December 2023 and at that meeting the applicant requested a continuation so that the rezoning request may be heard along with the companion Developer's Agreement. Ms. Mertens stated because the zoning request is hinged on the Developer's Agreement, she will present that Item first. The project, subject to the Developer's Agreement, is located on parcel number 07263-000-00 located within the Farmland Preservation Area (FPA). She provided a brief overview of the rezoning request from A-1 (General Agriculture) to RC-1 (Rural Commercial), noting the subject site has a consistent rural land future land use (FLU) designation. Per Statute 163.3194, the LDC must be brought into compliance with the Comprehensive Plan in the event of a conflict. The existing use of the subject parcel and surrounding parcels in agriculture production. Ms. Mertens stated in February 2024, the P&Z Commission considered the Developer's Agreement and recommend denial. She advised that the applicant proposes that the Developer's Agreement would resolve all of the issues raised with the rezoning application, noting there is a County Ordinance that allows for a Developer's Agreement to be a way to condition zoning; however, per case law the Agreement must benefit the public. The County Attorney's Office has reviewed the Developer's Agreement and has found that it meets the Statutory requirements "as to form". While meeting the Statutory form requirements, the proposed Developer's Agreement does fall short of resolving the issues with the rezoning application. Ms. Mertens advised that a gas station with a convenience store is a permitted use of the Rural Commercial zoning classification as it reads today, but staff considers a gas station with a convenience store a purely commercial use not unique to agriculture supported uses and thus it conflicts with the intent of the zoning classification, as well as the Comprehensive Plan. She stated the agreement did not provide any definitions as to what a pump means versus a fueling station or an automobile versus a truck.

Ms. Mertens advised that submitted concurrently with this application was a traffic study, which has been approved with the development obligations. She stated staff's concerns are that the Developer's Agreement proposing a 3 board fence will be ineffective in preventing truck parking, noting staff is also concerned with the staging along West Highway 329 and along North US Highway 441. Neither the agreement nor this traffic study addresses this concern. Ms. Mertens advised that the traffic study only analyzes

6,008 growth square feet (sf), which conforms to the extent of the proposed convenience store. While this is sufficient for the Developer's Agreement, the property subject to the rezoning application includes additional undeveloped land, which is not analyzed in the traffic study. The agreement fails to address the potential for truck queuing along West Highway 329 and US Highway 441, and staff finds this proposes a significant safety concern.

Ms. Mertens stated DRC raised some concern regarding stormwater and utilities. She advised that at this time there is only a concept plan and there has not been a formal review of any plans, noting necessary stormwater improvements caused by the development would be the responsibility of the developer. Ms. Mertens stated the connection distance for utilities has not been established, but per paragraphs 13.2 and 13.3 of the proposed Developer's Agreement connection would not be required until the lines are closer to the development. Staff are requesting the distance be determined at the time of formal review. She reiterated the Developer's Agreement fails to resolve fatal issues with the rezoning request, noting even with the agreement in place the proposed development is inconsistent with the Comprehensive Plan. Rezoning to RC-1 is inconsistent with the rural land future land use designation, it is incompatible with the surrounding area, and it will adversely affect public interest, as well as failing to provide a benefit to the County or to the public. Ms. Mertens stated staff maintains that the obligations caused by the development are not benefits to the County. Growth Services staff and the P&Z Commission are recommending denial of the Developer's Agreement and the rezoning request.

Ms. Mertens commented on relevant Policies the County has endeavored to set forth in an effort to guide growth, specifically with concerns to rural land and the protection of rural areas. Under Policy 2.1.16 in the Comprehensive Plan, rural land is intended primarily for agriculture uses and associated housing related to farms and agricultural related development. She stated staff has endeavored to define agricultural use as, in part, "any generally accepted, reasonable, and prudent method for the operation of a farm". Ms. Mertens commented on Policy 3.1.4., which reads in part, Development in this area shall be guided by the following principals: 1) protect the existing rural and equestrian character of the area and acknowledge that certain portions of the County's population will desire to live in a rural setting; and 2) promote and foster the continued operation of agricultural activities, farms, and other related uses that generate employment opportunities in the Rural Area. She commented on Objective 3.3, which states in part, "The FPA and the intent is to encourage preservation of agriculture as a viable use of lands and as an asset to Marion County's economy and to protect the rural character of the area. Policy 3.3.1. addresses the elements of rural character in the FPA as follows: "The County shall preserve and protect rural and equestrian/agricultural character within the Rural Lands, specifically the FPA, by requiring that all appropriate future development activities within this area preserve, support, and enhance fundamental elements of rural character. Ms. Mertens stated it further requires that all zoning changes and Special Use Permits within the FPA be consistent with and preserve, protect, support, and enhance the rural, equestrian, and farmland character of the FPA.

In summary, Ms. Mertens stated the subject site is located outside the Urban Growth Boundary (UGB) and solidly inside the FPA, as well as the Primary and Secondary Springs Protection Zones (SPZ). The future land use designation is rural lands as set forth by the Comprehensive Plan. She advised that rural lands have a density limitation and entitlement for residential uses (1 dwelling unit (du) per 10 acres) and has no

commercial entitlement. Ms. Mertens provided a brief overview of surrounding properties, noting staff has concerns about the deficient intersection north of the subject site.

Ms. Mertens addressed traffic concerns in the area, noting staff analyzed the crash data to reflect what the intersection looks like “pre-development” and reviewed Signal Four Analytics, which is the relied upon data base by the Florida Department of Transportation (FDOT), as well as local law enforcement. She advised that staff reviewed a 5 year period from September 8, 2018 to September 14, 2023, noting during that time period there were 268 crashes within ½ mile of the intersection with only 1 of those crashes being alcohol related. The intersection is recognized today by FDOT as being a deficient, divergent, convergent design for the highways and have installed additional traffic devices in an attempt to give more notice to vehicles of the risks presented by the intersection as it appears today.

Ms. Mertens advised that the intent of RC-1 is to focus on agricultural related commercial uses that are not already appearing in a Rural Activity Center (RAC). Ms. Mertens stated agriculturally related is something that claims their primary purpose is to support agriculture or rural areas with a commercial use, noting agriculture is dependent on this use. She advised that the test staff applies to determine whether a use is functionally related to agriculture is if the agricultural use is removed, is that use able to continue and stand on its own. For example, Adena beef processing facility north of Fort McCoy. If the beef processing aspect was removed the business would no longer exist. Ms. Mertens stated a hypothetical gas station with convenience store use would still remain if the agriculture was removed, which means it is not functionally related to agriculture.

Commissioner Bryant arrived at 3:16 p.m.

Commissioner Zalak expressed opposition to the methodology being used to determine whether a business is agriculturally related.

In response to Commissioner Zalak, Ms. Mertens advised that 144,532 sf is the potential commercial development for the 11 acre portion, noting this is not what is being proposed today. She stated staff's concern is with proliferation in the area due to this being a straight zoning for the property.

General discussion ensued.

Ms. Mertens advised that there is a RAC less than 3 miles to the west (on the same road), which is 4% developed. A RAC cannot be within 5 miles of another RAC, unless one is 85% developed. She stated there is also a site 4.6 miles to the south, inside the UGB, that is an 8 acre B-2 zoned parcel, ready for development. Ms. Mertens advised that the applicant has stated this gas station and convenience store are agriculturally related because it would serve the farm/agricultural properties in the area. Staff does not consider regular gasoline/diesel fuel to be a need which is unique to agriculture. She stated there is a particular type of diesel fuel (off-road diesel), which is unique to agriculture that has not been proposed as part of this application. Off-road diesel is specifically used by farms, industrial, and construction vehicles that do not travel on public roadways. It is not taxed, which allows a lower pricing scale. Ms. Mertens advised that the applicant's expert outlines that the majority of the patrons of this proposed development would actually not be the surrounding rural area, but instead be the pass-by and freight truck traffic. She stated both staff and the P&Z Commission are recommending denial of the rezoning request.

Robert Batsel, SE 36th Avenue, attorney on behalf of the applicant, presented a 117 page handout containing the Traffic Impact Analysis; a 5 page letter dated March 10, 2024; a 17 page redlined Development Agreement; a 20 page proposed Development

Agreement; a 98 page handout entitled, "Consistency Evaluation"; and a 8 page memorandum dated March 19, 2024 from Choice Engineering Consultants. He commented on the misinformation that has been spread to the public, noting today's public hearing is to address the facts of the proposed project. Mr. Batsel stated he has been very impressed with RaceTrac's recognition of the limitations placed on the project by County Code, and the unique nature of Marion County and their willingness to offer concessions to ensure this unique property is a fit. He opined that the request is consistent with the Comprehensive Plan, compatible with surrounding area, and is not adverse to the public interest.

Mr. Batsel advised that relocating the existing RAC in the area was considered, noting only 4% is currently being utilized. He stated there does not seem to be a willingness to move the existing RAC; therefore, to avoid proliferation a targeted approach of only rezoning an 11 acre portion of the subject property to RC-1 was utilized.

Mr. Batsel stated RaceTrac agreed to purchase the 11 acre portion of the property in order to design a project with plenty of open space and buffering, which will make the business even more compatible with the area and will go above and beyond what the Code requires. He advised that in 1985 the Legislature passed a Special Act allowing Marion County and the Commission to consider Conditions voluntarily proffered by the applicant to be incorporated into the Ordinance approving the rezoning request, which would be enforceable by the County in perpetuity. The proposed Conditions are as follows:

1. The use and intensity of the development of the subject property shall be limited to a one story, 6,008 square-foot convenience store and gas station, which shall include no more than eight standard fuel pumps with no more than sixteen automobile fueling positions and five truck fueling positions.
2. Improvements shall not include parking spaces for commercial vehicles exceeding sixteen thousand pounds.
3. All buffers shall meet the description of an A-Type buffer pursuant to Section 6.8.6 of the Land Development Code, consisting of at least a 30-foot-wide landscape strip and at least three shade trees and five accent/ornamental trees for every 100 Lineal feet or fractional part thereof, together with shrubs and ground cover. When feasible, the foregoing shall be accomplished through preservation of existing trees and vegetation.

Mr. Batsel commented on the existing tree line on the southern boundary and along the frontage of Highway 329. He stated a lot of the opposition has pointed to the maximum intensity, noting the reason for the large property is to provide for more open space and not to provide a larger facility. The Conditions of rezoning would prohibit a Buc-ee's type store on the subject property.

Mr. Batsel advised that another mechanism that will be put in place to ensure the project is compatible with the area and is agriculturally related is in the Developer's Agreement. He stated the zoning Conditions cannot be negotiated at today's hearing, but the terms of the Developer's Agreement are negotiable during the course of the hearing. Mr. Batsel referred to the differences between the redline and clean version of the Developer's Agreement presented, noting there are only two minor changes. The first change that is not reflected in the redline is the approval of the traffic study, which is located in recital H. Mr. Batsel stated the permitted use will be for a gas station and convenience store that shall not include truck parking, showers or bathing facilities, sleeping quarters, or

automobile/truck services uses. He provided an overview of the developer's commitments to ensure compatibility included in the Developer's Agreement.

Mr. Batsel advised that the developer is obligated at their expense to develop the following necessary improvements:

- An ingress 235-foot left-turn shall be constructed within westbound County Road 329 at its intersection with the westernmost Project driveway, described as "Driveway 1" in the Traffic Study.
- An ingress 405-foot right-turn lane shall be constructed within southbound US Highway 441/301 serving both Project driveways, described as "Driveway 3" and "Driveway 4" in the Traffic Study.
- The existing southbound right-turn on US Highway 441/301 at its intersection with Highway 329 shall be extended by eighty (80) feet, as described in the Traffic Study.
- The existing northbound left-turn lane on US Highway 441/301 at its intersection with Highway 329 shall be extended by two hundred (200) feet, as described in the Traffic Study.

Mr. Batsel stated the developer is also responsible for any additional ROW relating to the transportation improvements, as well as for design and permitting. He advised that the developer shall be responsible for all costs associated with analysis, design, and construction of the foregoing stormwater facilities, including any on-site or off-site facility accommodating stormwater flows from transportation constructed by the developer. Mr. Batsel advised that the Comprehensive Plan and Land Development Code (LDC) currently in effect is what will govern this Developer's Agreement upon approval.

Mr. Batsel provided a brief overview of the proposed project as depicted in the 19 slide Power Point presentation shown on the overhead screen.

Commissioner Zalak out at 3:47 p.m.

Director of Planning Ken Metcalf, Stearns, Weaver, Miller, East College Avenue, Tallahassee, provided a brief overview of his experience and educational background. He requested the Board accept him as an expert in planning. It was the general consensus of the Board to agree.

Commissioner Zalak returned at 3:50 p.m.

Mr. Metcalf provided a brief overview of the 54 slide PowerPoint presentation as shown on the overhead screens relating to the proposed rezoning request.

In response to Mr. Metcalf, Commissioner Bryant expressed concern with the methodology being used to identify customers for the proposed use. She opined that a convenience store customer is completely different than a Dollar General or grocery store customer.

Mr. Metcalf clarified that this use would draw households from within the market area who want to go to a convenience store.

General discussion ensued.

Mr. Metcalf continued the overview of the PowerPoint presentation.

Commissioner Bryant opined that a traveler going northbound would not take the time to cross traffic to access the RaceTrac, instead they would utilize the existing gas stations.

Mr. Metcalf advised that only 2.5% of the traffic volume is needed for the store to fulfill the demand. He stated roughly half of the users go into the store and half only use the fuel pumps.

Commissioner Bryant out at 4:28 p.m.

March 19, 2024

Mr. Metcalf resumed the PowerPoint presentation overview.

Commissioner Bryant returned at 4:30 p.m.

Mr. Metcalf continued the PowerPoint presentation overview.

Commissioner Bryant advised that there is an election taking place today and she serves on the Canvassing Board; therefore, she will be leaving shortly to report to the Supervisor of Elections Office at 5:00 p.m. She opined that Mr. Metcalf's definition of agricultural use does not align with that of Growth Services staff and would set a serious precedence.

Commissioner Bryant was excused at 4:42 p.m.

Mr. Metcalf clarified that the presentation defined agriculturally related and not agricultural use based on the direction of the Comprehensive Plan. He advised that the Comprehensive Plan states to use the definition where they are defined and to use the common dictionary where they are not. Mr. Metcalf advised that there would be de-minimis impact on scenic views, noting there are gas stations currently present in the area. He stated there are 43 parcels zoned RAC in the FPA.

Commissioner Curry out at 4:50 p.m.

Mr. Metcalf referred to Farmland Protection Area Policy 3.3.1 relating to open space protection; rural lighting; transportation; and infrastructure. He advised that compatibility is defined as a condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition. The scale of this use, its location and the character of the surroundings will not unduly negatively affect the surrounding agricultural uses or the households. Mr. Metcalf provided a brief overview of the surrounding properties.

Commissioner Curry returned at 4:55 p.m.

Commissioner McClain out at 4:56 p.m.

Mr. Metcalf commented on software (Signal Four Analytics) used by staff to address traffic in the area, noting the software data is not available to non-governmental entities and staff's report does not provide adequate analysis. He stated he obtained data from FDOT Crash Analysis Reporting System (CARS) database, which is the same data provided to Signal Four Analytics in order to evaluate the traffic in the area.

Commissioner McClain returned at 5:00 p.m.

Mr. Metcalf provided a brief overview of the traffic and accident rates in the area, noting MacKenzie Engineering and Planning has determined that the access improvements will improve safety as compared to the current condition.

Mr. Batsel advised that the submitted traffic study has been approved.

Shaun MacKenzie, SW 30th Street, Palm City, provided a brief overview of the traffic study performed and the recommended improvements.

In response to Commissioner Curry, Mr. MacKenzie advised that the construction of the proposed project will not impact the Strategic Intermodal System (SIS) designation of this roadway, noting SIS determination is based on the number of trucks that occur on the roadway.

Commissioner Curry expressed concern with northbound trucks making a left hand turn to enter the proposed facility.

Mr. MacKenzie advised that truck traffic from both the north and the south was considered, and queue storage was identified in order to provide safe movement for those vehicles. He stated the traffic study considers all the data and then informs the Developer of what improvements are necessary.

Commissioner Zalak stated the proposed use will not lower the level of service (LOS) rating of the road, but it will slow down traffic.

General discussion ensued.

Mr. Batsel addressed a due process issue with Signal Four Analytics, noting he does not have access to Signal Four Analytics' data used by staff to make their recommendation. In response to Commissioner Zalak, Mr. Batsel clarified that his team was unable to review the information relied upon by staff to determine their recommendation.

Transportation Planner Ken Odom, Growth Services, advised that Signal Four Analytics was initiated in 2003 by the University of Florida (UF) and Ocala/Marion County Transportation Planning Organization (TPO) worked with Signal Four Analytics from 2008 to approximately 2015 when TPO created their own proprietary crash data system. The CARS report has been around since the early 1990's and operates on the same data as Signal Four Analytics. He stated CARS is available to the public.

In response to Commissioner Zalak, Mr. Odom advised that the applicant has been provided with all the reports that have been utilized to make staff's recommendation.

Mr. Odom commented on the improvements made to address traffic concerns in the area. Mr. Batsel advised that the County's Transportation Engineers reviewed and approved the traffic study.

In response to Commissioner Zalak, Mr. Batsel stated staff has provided all requested information, but Signal Four Analytics does not allow access to their system.

Mr. Odom advised that a traffic study addresses what is projected in the future. Crash data is actual real world indications of what is taking place at a location at this time or in previous history.

Paolo Mastroserio, Mastroserio Engineering, Inc., SE 32nd Place, on behalf of the applicant, opined that this intersection should not have been included in the Farmland Preservation Area, noting it should have been a commercial node. He stated the Developer's Agreement will address infrastructure needs.

There was a recess at 5:25 p.m.

The meeting reconvened at 5:33 p.m. with all members present, except Vice Chairman Bryant.

Chairman Stone opened the floor to public comment.

Executive Director Sara P. Fennessy, Horse Farms Forever (HFF), NW 90th Avenue, advised that the issue with the proposed use is not the company or the facility being proposed, but instead is the location and the misuse of the RC zoning classification. She opined that a truck stop on agricultural land deep inside the FPA is not compatible. Ms. Fennessy advised that out of 280,000 parcels in the County only 20 have Rural Commercial zoning and in the 30 years since Rural Commercial classification was created, zero have attempted to rezone from Agricultural to Rural Commercial. She stated staff is recommending denial and urged the Board to continue to uphold the Comprehensive Plan's protection for the FPA.

Mr. Minter advised that the information presented by Ms. Fennessy was mostly conclusions and questioned what specifics were available to support those conclusions. Matthew Brockway, Icard, Merrill, Cullis, Timm, Furen & Ginsburg, P.A., Main Street, Sarasota, on behalf of HFF, advised that the conclusion will be based on the testimony he is presenting today.

Mr. Brockway presented a 2 page document containing his resume; a 12 page handout containing the resume of Evangeline R. Linkous; a 17 page handout entitled, "Rezoning of Parcel 07263-000-00 (northeastern portion); Case 231206ZC"; a 6 page handout entitled, "Analysis of Consistency Evaluation Prepared by Kenneth Metcalf, AICP" and a 14 page handout to follow along with the PowerPoint presentation. He advised that there are 2 nearby property owners, Mike Huber and J. Michael O'Farrell, Jr. who will suffer special damages different in kind than suffered by the community as a whole if this is approved, noting both entities meet the criteria to challenge any action if necessary. Mr. Brockway stated the applications are not consistent with the Comprehensive Plan, are not compatible with the surrounding land uses, and will adversely affect the public interest. He stated FLU Policy 3.3.1 includes an independent mandate that all zoning changes have to be consistent with, preserve and protect, support and enhance the rural equestrian and farmland character of the farmland preservation area.

Mr. Brockway advised that from September 2018 through September 2023 there were 268 crashes on this roadway segment, which averages approximately 1 per week. He stated since the staff report was created there has been an additional traffic/pedestrian fatality at this intersection.

Mr. Brockway requested the Board deny the applications and make specific findings that the rezoning application is inconsistent with the Comprehensive Plan, is incompatible with the surrounding land uses, and would adversely affect the public interest.

Director of Urban and Regional Planning Evangeline Linkous, University of South Florida (USF), East Fowler Avenue, Tampa, provided a brief overview of her resume. She stated Marion County's achievements in the FPA are recognized by land use scholars all over the world. The landscape being protected here is an unparalleled environment, economy and quality of life, which is a product of a valued community vision, a robust plan and ongoing vigilant enforcement of plan policies. Ms. Linkous advised that there is no ambiguity about the content and the intent of these policies, which clearly present heightened controls on commercial development of properties in the rural land, especially within the FPA.

Ms. Linkous stated the first consistency finding addresses the site's Rural Land designation, which per Comprehensive Plan Policy 2.1.16, "is intended to be used primarily for agricultural uses, associated housing related to farms and agricultural-related commercial and industrial uses." This is the first instance where the report relies on the spurious definition for agriculturally related. The consistency finding here is based on the Evaluation's conclusion that RaceTrac is a food/beverage store and thus agriculturally related. As previously discussed, this is inconsistent with other information provided in the Evaluation, which demonstrate the primary market function of RaceTrac is sale of gasoline and that it is North American Industry Classification System (NAICS) coded as a Retail business. She stated the compatibility analysis in the applicant's consistency evaluation focuses on input factors such as lighting, noise, safety and traffic. It concludes with very little evidence cited that there is almost no impact; however, it is well documented in the academic literature that gas stations are highly regulated and treated differently within land use planning and zoning because they are not compatible with the majority of other uses and present adverse public health and safety impacts. Ms. Linkous commented on five reasons gas stations are treated separately in land use: 1) outdoor activity creating more noise and light and thus having a much greater impact on a neighborhood than if it were closed; 2) increases traffic volume and creates conflict with pedestrians; 3) volatile liquids – hazards and contamination; 4) abandoned gas stations

create unique environmental and economic challenges; and 5) aesthetic incompatibility – outdoor display of merchandise, advertising aimed at vehicular traffic.

In response to Commissioner Zalak, Ms. Linkous opined that Marion County's Plan is famous worldwide because there are thoughtful limitations on what is appropriate for farmland preservation and what is appropriate for commercial development in order to limit sprawl. She stated there is a lot of accommodation for commercial development in the appropriate places, noting if approved this could be considered spot development not compatible with existing uses and inconsistent with the Comprehensive Plan.

Tim Gant, SW 3rd Street, Micanopy, on behalf of Save Our Rural Area (SORA), presented a 5 page letter of opposition to the rezoning request and provided a brief history and of the qualifications of Daryl Max Forgey, who was the individual who drafted the letter, noting Mr. Forgey was unable to attend today. He advised that based on the following findings of fact, staff report, Ms. Linkous's report and the testimony of the affected parties the Board should deny the rezoning request.

- Finding #1: The Marion County Comprehensive Plan was adopted by ordinance and is applicable to all land uses in unincorporated Marion County.
- Finding #2: The Comprehensive Plan, of which the Future Land Use Element (FLUE) and Future Land Use Map Series (FLUMS) are constituent parts, has designated all portions of the subject property as Rural Land (RL).
- Finding #3: The case at hand is a quasi-judicial action and the BCC, as the County's governing body, is obliged to approve or deny an application for a Change of Zoning based upon competent and substantial evidence and testimony.
- Finding #4: The County's Growth Services Department, based upon close analysis of the application, has recommended denial of the application, based on upon the Marion County Comprehensive Plan.
- Finding #5: After due deliberation, at a hearing on November 27, 2023, the County's Local Planning Agency (LPA) recommended denial of the application for FLUM by a 5 to 1 vote.
- Finding #6: The property owner of the subject property enjoys an entitlement that is similar to, and compatible with, those enjoyed by neighboring properties, and would not be harmed by denying this application as proposed.
- Finding #7: The proposed uses are incompatible, as the term is defined in Florida law, in scale and use with neighboring properties, and may not be ameliorated over time if approved as proposed.
- Finding #8: The proposed Change of Zoning is inconsistent with the definition of Rural Land in the Marion County Comprehensive Plan, and is inconsistent with Policy 2.1.14, Policy 2.1.6, Policy 3.1.4, Objective 3.3, and Policy 3.3.1, among others.
- Finding #9: The applicant has failed to present substantial, competent evidence that the proposed land use amendments are consistent with the Marion County Comprehensive Plan.

Finding #10: The applicant has failed to present substantial, competent evidence that the proposed land use amendments comply with and comport to Sections 163.3177(6)(a)(8) and (9).

Mr. Batsel expressed opposition to the entry of expert testimony from an expert that is not present for cross examination.

Rose Couture, NW 193rd Street, Micanopy, urged the Board to deny this request. She commented on traffic concerns.

Bonnie Heath, NW 76th Court, stated traffic and infrastructure can be fixed, but once the FPA is gone there is no way to get it back. He commented on safety concerns and human trafficking.

Mike Huber, NW 114th Loop, opined that a new gas station is not needed in the area and addressed traffic concerns.

Elizabeth Brinton, West Highway 326, urged the Board to follow the staff report and deny the request. She stated commercial business in fuel sales and retail commercial is all about growth, noting in order to have return on the capital there has to be growth.

Mindy Morrow, North US Highway 441, Citra, expressed traffic, noise, safety and lighting concerns and urged the Board to deny the rezoning request. She advised that her property borders the subject property, noting she runs a non-profit (Horses N Heros of Marion County, Inc.) from her property.

Terry Anderson, NW 186th Lane, Citra, did not appear when called upon to speak.

Elaxis Enright, Banyan Course, did not appear when called upon to speak.

Libby Fraysure, SW 89th Terrace, commented on the impact the proposed rezoning will have on the surrounding environment.

Lonny Powell, SW 60th Avenue, commented on the many letters of opposition sent to the Board by the community and the economic impact farms have on Marion County. He expressed his opposition to the rezoning request.

Samantha Jones, Galleria Parkway, Atlanta, Georgia, did not appear when called upon to speak.

Allen Bell, Galleria Parkway, Atlanta, Georgia, did not appear when called upon to speak.

Tom Langion, West Highway 316, Citra, did not appear when called upon to speak.

Roy Buchholz, NE 42nd Avenue, Anthony, commented on the existing gas stations in the area and expressed traffic safety concerns.

Barbara Hooper, NE 14th Avenue, Anthony, addressed the proximity of existing gas stations to the proposed site. She urged the Board to protect the rural land in Marion County.

Elizabeth Long, NE Jacksonville Road, Anthony, expressed traffic concerns and urged the Board to deny the request.

Stephen Day, NW 21st Loop, addressed the importance of the FPA as it relates to the "Horse Capital of the World" designation.

Dana Cauthen, West Highway 329, did not appear when called upon to speak.

Jenaay Brown, NE 8th Court, did not appear when called upon to speak.

Sandra Fernandez, NE 42nd Place, expressed opposition to the rezoning request and commented on traffic and safety concerns.

Kathrin Dancer, NW 80th Avenue, opined that farmland should remain rural with limited pavement. She commented on safety and traffic concerns.

Barb Stanley, NW 117th Street, expressed traffic and safety concerns if the proposed rezoning is approved. She urged the Board to deny the request.

Brian Arena, West Highway 329, Citra, addressed traffic and safety concerns. He advised that he is opposed to the rezoning request.

Gregory Bean, NE 165th Street, commented on traffic concerns.

Margaret Lundock, West Highway 329, Reddick, expressed concerns with traffic, future zoning changes to the remaining portion of the property and the enforcement of the Conditions proposed in the Developer's Agreement.

Phillip Taylor, NE 92nd Place, Anthony, addressed traffic concerns.

Kim Dinkins, SE 7th Street, stated if the zoning change is approved it will set the precedent that any A-1 zoned parcel can be eligible to receive RC-1 zoning regardless of its location within the County. She urged the Board to deny the proposed request and clarify within the Comprehensive Plan and the LDC policy's that the RC-1 does not apply to A-1 zoned properties.

Janice Garvin, NE 120th Street, expressed existing traffic safety concerns. She opined that if approved traffic accidents will increase.

Margaret Mayer, NW 117th Street, commented on traffic concerns.

Bruce Borders, South 441, High Springs, addressed the importance of farmers and farmland.

Linda Wilson, West Highway 329, commented on traffic concerns and urged the Board to deny the zoning change.

In response to Chairman Stone, Ms. Wilson advised that the speed limit on Highway 329 is 45 miles per hour (mph).

Dana Cauthen, West Highway 329, advised that people owned property in the area prior to it be assigned the FPA designation, which was imposed on them without their input. She addressed the Transfer of Development Rights (TDR) program, noting the subject parcel is not eligible for the program.

Patricia Wilson, West Highway 329, Reddick, commented on traffic and safety concerns.

Todd Rudnianyn, East Fort King Street, advised that the RAC system was put in place decades ago and opined that there is an underlying assumption that RACs are located in the most appropriate location for where Commercial Development should occur in the County. He stated there is a solid argument that putting nodular development, as advocated for, in the Comprehensive Plan in locations where people are traveling does make sense and will reduce overall travel in the system. Mr. Rudnianyn commented on the limited access to certain goods in the area.

Chairman Stone advised that public comment is now closed.

Mr. Metcalf advised that Florida Statute is clear that urban sprawl applies to Comprehensive Plan Amendments, noting Statute 163.3177(8) does not apply here. He provided a brief overview of the 13 criteria of urban sprawl.

Mr. Batsel stated the Board considers rezoning request on a case-by-case basis, based on the facts provided at the hearing, noting this request does not set a precedent. He advised that there have been 17 rezonings to RC-1, with 5 of those being from A-1; therefore, there is a precedent. Mr. Batsel opined that it would not be appropriate to request the Board to approve the rezoning based on any previous case, because the only thing applicable to this case are the facts presented to the Board today. He advised that the proposed Developer's Agreement provides for criteria to ensure the rezoning does not go beyond the scope of what is intended in RC-1.

Mr. Batsel advised that when interpreting and applying Comprehensive Plans to a property purchase consideration a developer uses the plain language of the plan as it is

written. He stated per the County Code a gas station/convenience store is a permissible use in the rural lands outside of RACs.

Mr. Batsel provided a photograph on the overhead screens showing the title sponsor of the HFF Conservation Summit as Brook Ledge Horse Transportation with a large semi-truck in the picture. He stated the notion that diesel fuel and horse transport does not play a critical role in the FPA is not true. Mr. Batsel opined that there is a great benefit on the County's transportation system to not making those sorts of vehicles drive long distances. For example, the existing RAC that is 3 miles away and only 4% developed.

Mr. Batsel advised that competent substantial evidence must be factually based, noting expert testimony that does not have a factual basis is not competent substantial evidence. He expressed opposition to staff's recommendation. Mr. Batsel stated the subject parcel is a transition location and the applicant has proposed to orient the improvements towards the ROW and provide for a transition between the project and neighboring agricultural area. He opined that it would be beyond the scope of the intent of the FPA language and the Rural Lands language to take a position that this is inconsistent with the Comprehensive Plan, because it is not a farm.

Mr. Batsel advised that the property owner had a reasonable investment backed expectation that one day they would be able to do something with the property due to it being on a major highway and across from 2 other gas stations. He stated the purpose of the FLUE is to protect private property rights.

Mr. Minter stated if the Board decides to move forward with approval they would need to approve the zoning first, noting the Development Agreement would not make sense without the approved zoning. He stated if the Board decides to deny the project they would also need to vote on the zoning portion first. Mr. Minter advised that the rules of evidence are somewhat relaxed in a quasi judicial hearing, noting the courts have indicated that the Board is free to assign what weight they deem appropriate to any of the expert witnesses. He stated it is the Board's job to resolve any conflicting testimony to the best of their abilities. Mr. Minter advised that the courts have acknowledged that expert testimony is only required if the topic of discussion is something that expert testimony is needed, noting if there is testimony from people who live in the area who have factual testimony of things that they have observed with their own eyes and experienced it can be considered superior testimony over an expert who has never lived in the area.

In response to Chairman Stone, Mr. Minter advised that the staff report is evidence in the record and the professional planning staff, generally speaking, is considered expert witnesses. He stated there is nothing in the law that the Board is obligated to assign a greater weight to the staff report; therefore, if the Board finds some of the other evidence from other experts outweighs the staff report than the Board can disregard that in any particular regard. Mr. Minter advised that how the FPA was originally established is not an issue for the Board's consideration.

Commissioner Zalak commented on existing traffic issues in the area. He stated he originally thought this was a good idea, but upon reviewing the information he realized it is not the best idea to have the Racetrak at this location. Commissioner Zalak advised that due to the property being zoned A-1, being within the FPA, and the truck traffic, he is unable to support the zoning change.

Commissioner Curry expressed concern with the transportation issues, noting the property is not located within the urban growth boundary and there are non-conforming uses across the street. He stated he cannot support the zoning change.

Commissioner McClain agreed with Commissioner Curry and Commissioner Zalak, noting the transportation issues are what are concerning.

Chairman Stone stated she also could not support the zoning change.

A motion was made by Commissioner Zalak, seconded by Commissioner Curry, to deny the Zoning Change from A-1 to RC-1, 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 (4-0).

A motion was made by Commissioner Zalak, seconded by Commissioner Curry, to deny the Development Agreement of a Chapter 163, F.S. Development Agreement as related to rezoning application number 231206ZC. The motion was unanimously approved by the Board (4-0).

15.3.2. 231206ZC - Jerry and Karen Cauthen, Zoning Change from General Agriculture (A-1) to Rural Commercial (RC-1), 11.06 Acre Portion of 38.62 Acres, Parcel Account Number 07263-000-00, No Address Assigned

The Board considered a petition by Jerry and Karen Cauthen, for a Zoning Change, Articles 2 and 4, of the Marion County Land Development Code, from General Agriculture (A-1) to Rural Commercial (RC-1), to allow for a gas station, truck fueling and convenience store, on a 11.06-acre portion of an approximate 38.62 Acre Parcel, on Parcel Account Number 07263-000-00, No Address Assigned.

P&Z PUBLIC HEARING ON NOVEMBER 27, 2023

231206ZC Planning and Zoning Commission Recommendation

Motion was made by Mr. Behar, seconded by Mr. Lord, to agree with staff's findings and recommendation, and recommend denial of the zoning 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

Passed 5 to 1 with Mr. Lourenco dissenting.

This matter was addressed with Agenda Item 15.3.1

15.4. Adoption of Ordinance: NONE

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

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March 19, 2024

There being no further business to come before the Board, the meeting thereupon adjourned at 7:33 p.m.

Michelle Stone, Chairman

Attest:

Gregory C. Harrell, Clerk

DRAFT



Marion County

Board of County Commissioners

Agenda Item

File No.: 2024-15985

Agenda Date: 8/6/2024

Agenda No.: 3.2.

SUBJECT:
March 27, 2024

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 27, 2024

CALL TO ORDER:

The Marion County Board of County Commissioners (BCC) met in a workshop session at 9:15 a.m. on Wednesday, March 27, 2024 at the Southeastern Livestock Pavilion (SELP) located at 2232 NE Jacksonville Road in Ocala, Florida.

INTRODUCTION OF WORKSHOP BY CHAIRMAN MICHELLE STONE

Chairman Curry advised that the joint workshop is scheduled this morning with the Marion County School Board (MCSB).

PLEDGE OF ALLEGIANCE

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

ROLL CALL

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

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

It was noted that members of the various municipalities were present.

The Deputy Clerk was in receipt of a 43 page Agenda packet to follow along with the PowerPoint presentations.

WORKSHOP PRESENTATION

1. Opening Remarks - Mounir Bouyounes, County Administrator

County Administrator Mounir Bouyounes advised that this is the first Joint Workshop since the approval of the Interlocal Agreement (ILA) on February 7, 2023. He stated staff are encountering situations that may require clarification, updating or changes. Mr. Bouyounes advised that he is relying on the Technical Working Group (TWG) to convene and review those concerns, prior to bringing back recommendations to the BCC, MSCB, and municipality Boards/Councils in the future. He commented on the importance of coordinating the siting and construction of new schools moving forward, noting coordination needs to be transparent and executed in concert with all the different staff involved in the discussions.

2. Overview - Chuck Varadin, Director of Growth Services, Marion County
Director Chuck Varadin, Growth Services, presented a PowerPoint presentation, as seen on the overhead screens. He advised that the Public Schools Planning Officials (PSPO) Joint Planning Workshop provides opportunities for the PSPO to discuss policy, set direction, reach understanding on issues of mutual concern, and coordinate land use and school facilities planning. Mr. Varadin provided an overview of the progress summary leading up to today's workshop.
Chairman Nancy Thrower, MCSB, noted the new ILA was not fully executed by all parties until March 15, 2023.

3. City of Ocala Presentation - Jeff Shrum, Growth Management Director
Growth Management Director Jeff Shrum, City of Ocala, advised that the City is currently working on its 2050 vision, which is the update to the 2035 vision. He commented on population projections, noting Florida Clearinghouse Data (Schimberg) Population Estimates provides estimates for the cities and not just the County overall. Mr. Shrum provided an overview of population estimate data ranging from 2021 to 2050. He commented on an overview of the development approval process and referred to a slide relating to various projects within the City of Ocala.
In response to Commissioner Bryant, Mr. Shrum stated a breakdown of single family residential (SFR) versus (vs.) multi-family residential (MFR) can be provided.
Mr. Shrum provided an overview of the 2023 calendar year (CY) site plan and subdivision approvals throughout the City of Ocala, noting there were approximately 2,500 units. He commented on projects that are still under review (CY 2023), totaling roughly 2,200 units.
Mr. Shrum addressed road construction projects, noting most of the focus has been on SW/NW 44th Avenue. He advised that the goal of the projects is to open a north/south facility parallel to Interstate 75 (I-75) that provides connectivity from State Road (SR) 200 all the way up to Highway 326 to the north. Mr. Shrum stated most of surplus properties in the City of Ocala are smaller lots typically used for SFR. He advised that the City is in the process of developing an application (app) to identify surplus property citywide, noting the City is trying to get those lots incentivized for affordable housing. Mr. Shrum commented on the TWG's ability to better define opportunities on surplus and underutilized properties as the MCSB may be looking at school sites.
Ms. Thrower commented on the slide referencing the Winding Oaks project, noting it is her understanding there will be approximately 2,000 homes on that tract.
In response to Ms. Thrower, Mr. Shrum advised that some of the housing in West Oak will be affordable housing units. He stated for 2023, building permits and certificates of occupancy (CO) are much lower than approved units (roughly 300). There is a timing lag relating to building in addition to some projects going away completely.
Chairman Stone advised that when the TWG reconvenes, they will drill down the figures and bring that data back next year when this entire Board is present for the joint workshop.
School Board Member Dr. Sarah James stated the Marion County School Superintendent Dr. Diane Gullet, her staff and others will be working this fall on rezoning lines to accommodate 2 new elementary schools. She noted the importance of obtaining data relating to the number of housing units that may come online to avoid the need to redraw zoning and boundary lines again in a couple of years.
Commissioner Zalak commented on the density relating to the SW 49th Avenue Road corridor, noting in addition to a new school being built, there is other infrastructure like fire stations and trying to build the appropriate road capacity. He addressed the need for

conversation regarding road capacities and how to work together to ensure roadways are still traversable during school hours. Commissioner Zalak commented on issues relating to traffic at Westport High School.

Commissioner Curry questioned the remaining buildout within the City of Ocala. Mr. Shrum advised that the City is currently reviewing data relating to all vacant and underdeveloped properties.

In response to Commissioner Curry, Mr. Shrum advised the City of Ocala is approximately 50 square miles in size.

Ms. Thrower commented on 2 placeholder dates for the TWG to meet, noting they are September 13, and November 6, 2024.

4. Marion County Data Presentation - Chuck Varadin, Director of Growth Services, Marion County

Mr. Varadin stated there was an Administrative Subcommittee to the TWG that met to discuss the data/variables to provide. He referred to a slide showing a list of data, the timeframe the data covers, and the format in which the data was provided. He commented on a map showing the Urban Growth Boundary (UGB) and the Farmland Preservation Area (FPA). Mr. Varadin advised that the County is going through its Evaluation Appraisal Report (EAR) process for the Comprehensive Plan and does not anticipate any changes to the UGB. He referred to a population density base map, noting the animation reflects changes in population from 2015 through 2045. Mr. Varadin commented on increases in the UGB, southwest corridor, Marion Oaks and the City of Ocala. He advised that the population heat map (utilizing the same data) shows that by 2045 the most densely populated area shifts from the City of Ocala to SR 200 by SW 80th Avenue. The map data includes all ages. Mr. Varadin referenced a map displaying residential development by quadrant from January 2016 through December 2023, which indicates the southwest corridor has the greatest number of approved units and building permits.

In response to Commissioner Bryant, Mr. Varadin stated the units have mostly been approved over the past 5 years and are mainly Planned Unit Developments (PUDs) and the building permitting relates to units ready to build.

Mr. Varadin addressed the current year (2023) approved units, noting in this instance, approved means the project has been through the Development Review Committee (DRC). The current year pending units relate to projects pending the DRC process. He stated the residential development map covers the 8 year timeframe from 2016 through 2023 and indicates the southwest corridor is where a lot of the development is occurring. In response to School Board Member Dr. Allison Campbell, Mr. Varadin stated Marion Oaks and Silver Springs Shores (SSS) continue to see growth on the heat map, yet they remain outside of the UGB. He stated as the County goes through the EAR process it will look at Planned Service Areas (PSAs) to possibly help provide some planning and development to those areas.

Commissioner Bryant advised that due to when and how those subdivisions were platted, they have never been part of the UGB, noting it is just how that development came along rather than the intent of the Board.

Mr. Varadin referred to a map of the 5 year Capital Improvement Plan (CIP) roadway improvement projects, which shows a lot of the capacity improvement projects in the general southwest corridor area. He advised of a quick response (QR) code linked to a residential development web map showing the number of units, the unit by type, and the status of the development/project.

In response to Dr. James, Deputy Director Ken Weyrauch, Growth Services, stated the green dots on the map indicate the projects have building permits, noting some of those are larger developments that will be built in phases; therefore, not all units are in the permitting stage. He advised that the data does not provide a perfect picture of possible impact fees that could be in the pipeline, noting his team is working to better manage and visualize that through the maps and tables.

Commissioner Curry commented on the impacts of the Great Recession and the COVID-19 pandemic on both building and impact fees. He stated the Ocala Metro Chamber and Economic Partnership (CEP) has indicated the County is between 4,000 and 5,000 units short of what is needed based on growth projections, noting there are approximately 269 new residents that move to the County on a weekly basis. He questioned if Mr. Varadin concurred with that figure.

Mr. Varadin stated based on the figures from the Bureau of Economic and Business Research (BEBR), the prediction could be roughly 10,000 new residents annually.

Commissioner Bryant stated a good way to identify if there is a housing shortage is to start with the Marion County Association of Realtors to determine how much inventory is available.

In response to Commissioner Bryant, Councilmember Valerie Hanchar, City of Dunnellon, stated there is an approximate 3 month inventory, noting anything that lists today should take 3 months from list to close. She stated a lot of people are testing the waters trying to get the price they want, and it depends on where the listing is located. Ms. Hanchar stated properties priced between \$200,000.00 and \$350,000.00 are the median, noting she would not consider that affordable.

Commissioner Bryant stated based on the multi-family units being constructed throughout the County she questions whether the County is short on units.

Commissioner Curry commented on data he was provided by realtors relating to a decline in sales due to the increase in interest rates.

Mr. Varadin advised that staff is going to continue working to refine the data.

Chairman Stone stated by the time the TWG comes back together, she hopes the figures will be more specific relating to multi-family units coming online and what is in the pipeline for the benefit of the MCSB's ability to budget.

5. Proposed Table of Contents for the Future Report to the Public-School Planning Officials (PSPO) members - Chuck Varadin and David Herlihy

Mr. Varadin provided a brief overview relating to the proposed table of contents for the future report to the PSPO.

Planning and Governmental Relations Manager David Herlihy, Marion County Public Schools (MCPS), advised that he previously met with Mr. Varadin and some of his staff to discuss the content included in the ILA and the list Mr. Varadin presented earlier. He commented on the supply and demand approach utilized in addition to the related cost and budget data. Mr. Herlihy addressed the likelihood of limitations relating to what the data will enable the parties to do, as well as Mr. Bouyounes' comments relating to changes needed in the ILA itself.

Mr. Varadin clarified that the municipalities provide data, the data is filtered and provided to the MCSB to perform analysis prior to providing the information to the TWG for feedback and vetting purposes before that information is then submitted to the PSPO by the November 30, 2024 deadline.

Chairman Stone advised that the November 30, 2024 deadline provides the PSPO

adequate time to review the information prior to the next meeting sometime during the first quarter of 2025.

6. Marion County Public Schools (MCPS) April 2024 Update: Diane Gullett, Ed.D., Superintendent; Margarete Talbert-Irving, Deputy Superintendent of Curriculum & Instruction; David Herlihy, AICP -- Planning & Governmental Relations Manager; Barbara Dobbins -- Sr. Executive Director of Operations; Theresa Boston-Ellis, Chief Financial Officer

Superintendent Dr. Diane Gullett, MSPS, advised that there are 45,000 students in Marion County that she has the privilege to serve, noting her commitment to ensure everything is being done for students to be successful. She referred to a slide, as seen on the overhead screens, which provides a snapshot of the MCPS 5-Year Strategic Plan. Dr. Gullett stated the MCPS vision statement is "Helping every student succeed". She commented on the different needs students have and meeting those students where they are to ensure they have a choice in the future and that they can be successful in the choices they want for their future. Dr. Gullett addressed the foundations for success and the MCPS goals, noting goal 1 is student success. She stated goals 2 through 5 (safe and positive learning and working environment, talent management, fiscal and operational efficiency, and community engagement and communications) support goal 1. Commissioner Zalak out at 10:11 a.m.

Dr. Gullett provided an overview of MCPS District highlights relating to partnerships, programs, awards, appropriations, grants, coursework and outcomes. She addressed goal 1, noting the MCPS District grade improved to a "B" this year.

Commissioner Zalak back at 10:16 a.m.

Dr. Gullett stated the goal is to move the MCPS District from the bottom third to the top third of the State. She advised that kindergarten readiness increased from 66th to 37th in the State because 2 years ago prekindergarten (Pre-K) was added at every elementary school. Middle school acceleration increased from 34th to 28th in the State and College and Career Acceleration increased from 34th to 29th statewide. The MCPS District experienced a 57% pass rate on Advanced Placement (AP) exams, which is the highest ever. Dr. Gullett commented on goal 2 relating to a safe and positive environment. She advised of a request to accelerate school hardening, noting 96% of those related tasks have been completed. Dr. Gullett addressed the commitment to making sure students are in classrooms, emphasizing the importance of attendance. She expressed appreciation towards various community leaders and members who volunteer, mentor and provide health education as a preventive measure. Goal 3 is talent management. Dr. Gullett commented on partnerships with local universities to provide tuition, fees and books, in addition to paid internships for aspiring educators to complete their college degrees. Goal 4 related to fiscal and operational efficiency. She commented on the use of Elementary and Secondary School Emergency Relief Fund (ESSER) dollars to provide upgrades to classrooms including interactive flat panels, and a grant that made it possible to distribute over 12,000 Chromebooks. Dr. Gullett stated through partnerships, Fitness and Nutrition in Schools (FANS), and the Marion County Hospital District (MCHD), students are growing products that are now being sold and purchased by the Food and Nutrition Services Department. She reiterated the importance of on time delivery to school, noting a 3% increase relating to this measurement. There is an annual savings of \$5,800,000.00 relating to health insurance (due to self-insured status). Goal 5 relates to community engagement. Dr. Gullett advised that there have been 8 career fairs and 3 career expos

with the CEP/CareerSource. There are 35 community members who participated in Leadership MCPS, and 131 more families participated in Family Focus events.

Mr. Herlihy advised that the PSPO Joint Planning Workshop is an opportunity to review a report prepared by the TWG and consider its recommendations; discuss policy; set direction and reach understandings concerning issues of mutual concern regarding public education and coordination of land use and school facilities planning. He noted that includes, but is not limited to, population and student growth, development trends, school needs, off-site improvements, school capacity, school funding options to reduce the need for additional permanent student stations (to provide for additional permanent student stations), roadway improvements, joint use opportunities, the District Facilities Work Program, and Educational Plant Survey.

Mr. Herlihy stated the MCPS District Facilities Work Program, and Educational Plant Survey are somewhat analogous to the County's Comprehensive Plan and upcoming EAR. He advised that the MCPS District performs its Educational Plant Survey every 5 years, which is an entire inventory including a combination of walkthroughs of the buildings/facilities and review of the databases and other materials. That information is utilized to develop an assessment of facility needs for the next 5 years worth of the 5 year work plans.

Director of Student Assignment and Records Stephen Ayres, MCPS, stated the capacity numbers he will share are based off the 120 enrollment count. He referred to a map depicting elementary school capacity, noting the areas in red are at 90% capacity or higher, the yellow areas are at 80% to 90% capacity and those areas in green are below 80% capacity. Mr. Ayres commented on a map showing middle school capacity (same color coding as the previous map), which shows most of the red area is located in the southwest corridor. The map for high school capacity illustrates the areas over 90% are located in the southwest portion of the County. He advised that the capacity numbers are done every 20 days, and they are posted on the MCPS District website.

Mr. Herlihy referred to a graph representing enrollment history from 2013 to 2024. He stated there was a fairly steady growth rate until COVID-19 hit, noting a dip at that time prior to recovery the following year and significant increases since.

Sr. Executive Director of Operations Barbara Dobbins, MCPS, advised of 4 critical areas impacting school facilities; 1.) growth; 2.) aging buildings; 3.) aging portables; and 4.) deferred maintenance. She stated there has been a 9% growth in enrollment in the past 10 years with rapid growth occurring during the last several years. Ms. Dobbins commented on the Benesch MCPS Long Range School Plan Study, noting it provides an overview of permitting from 1990 through 2021. Permitting has spiked over the last several years and from those, there are 2 averages considered to determine enrollment projections. She stated growth is occurring in high density areas such as the southwest corridor, noting the dark purple color on the map depicts a projection of possibly up to 40,000 new residents in the next 20 years based on the Benesch Long Range School Plan Study. Due to this projected growth, Benesch consultants recommend between 6 to 10 new schools will need to be built in the next 15 years to keep up with enrollment increases related to population growth. Ms. Dobbins advised that this recommendation is based on a range of 2,800 to 3,500 permits averaged per year and a low and high scenario based on the number of portables to be utilized to offset the need for construction. She stated MCPS is taking a conservative approach and recommending a total of 5 new schools and 9 additional classroom wings in the next 15 years. There will be continual reassessment to make appropriate, timely recommendations for future

growth needs as they are forecasted to develop. In the next 4 years 3 new schools will be completed in addition to 4 classroom wings in the high density growth areas of the southwest. The first 2 new schools will be elementary schools; School "W" will be located on the northwest side of Marion Oaks and begin with a capacity of 860 students with a predetermined and plotted expansion area for future classroom development. Ms. Dobbins advised that this school is designed to accommodate just under 1 mile of car rider line space along with plenty of bus drive to keep cars and bus lines off the public roadways. It is anticipated to open in August 2025. School "X" is in the southwest portion of the County in the Winding Oaks area and will also begin with a capacity of 860 students. She stated the school will also have a predetermined and plotted expansion area for future classroom expansion and follow the same layout as the previous elementary school relating to bus and car line space. It is also anticipated that this school will open in August of 2025. To address the high density growth in the southwest area at the middle school level, a new classroom wing is being added at Liberty Middle School, which will provide an additional 352 seats to the current capacity, bringing the total capacity for that school to 1,555. Ms. Dobbins noted this wing is being enhanced to shelter standards and will add approximately 400 spaces for evacuated community members in the case of an emergency that requires sheltering. The wing is on track to open in February 2025. The third new school to be built "CCC" is a high school located on the southeast side of the Marion Oaks area and will begin with a capacity of over 2,000 students. There is a third floor expansion shell and a predetermined and plotted expansion area for future classroom building. This will allow for a future capacity of over 3,000 students. She advised that the project is in the design phase and will include plenty of driving area to minimize car and bus traffic impacts to public roadways. The construction will be enhanced to emergency shelter standards and this facility will serve as the 15th public school to be utilized as an emergency shelter, providing roughly 3,000 spaces for evacuees. Ms. Dobbins stated it is anticipated this school will open in August 2026. There will be a new middle school classroom wing constructed at Horizon Academy of Marion Oaks adding another 352 student seats and bringing total capacity to 1,526. This new wing will be open in August 2027 and is also being built to shelter standards, providing an additional 400 spaces in case of an emergency. She advised that an additional classroom wing will be built at Marion Oaks Elementary School providing 288 to 352 new seats, increasing capacity to roughly 1,300 students. This new wing is anticipated to open in August 2028. Ms. Dobbins stated an additional classroom wing will be constructed at Hammett Bowen Elementary School, increasing capacity to approximately 1,300 students. This wing is also slated to open in August 2028. She advised that Phase 1 of construction spans from the current year through 2028, noting the total estimated cost exceeds \$256,000,000.00. Prior to the start of Phase 2, spanning from 2029 to 2033, MCPS will reevaluate its needs based on updated data projections for that time frame. Based on the Benesch Study, it is anticipated at this time a minimum of 9 new classroom wing additions will be needed at a cost of \$95,850,000.00. Ms. Dobbins addressed Phase 3 of new construction ranging from 2034 through 2038, noting 1 new elementary school and 1 new middle school are anticipated in the southwest area of the County. The estimated cost for those 2 schools is \$147,125,000.00. In total, as of today new construction based on the Benesch Study for high density growth is estimated at roughly \$500,000,000.00. MCPS will adjust accordingly as trends and data are reviewed and reassessed.

Ms. Dobbins stated it is anticipated that Certificate of Participation Funds will be utilized

March 27, 2024

for a majority of new construction relating to Phase 1.

School Board Member Lori Conrad questioned the additional requirements relating to schools that also serve as shelters. Ms. Dobbins stated MCPS works directly with Director Preston Bowlin, Emergency Management, Marion County Sheriff's Office, (MCSO), and considers his recommendations for the area as he works with the State. It requires extra funding for the hardening of the buildings (particularly with the windows and projectile resistant coverings, etc.). She stated the inclusion of a generator is the choice of the MCPS, noting they are used to provide emergency lighting, ventilation (fans but not air conditioning (AC)), select receptacles for electricity, in addition to the refrigeration and freezers in the cafeteria used to feed evacuees.

In response to Ms. Conrad, Ms. Dobbins advised that there are 2 special needs shelters as of today, (Lake Weir High School and Westport High School) noting those shelters are for those community members that need continuous access to electricity for medical equipment and so forth. She stated that Emergency Management and the Department of Health (DOH) in Marion County work directly with MCPS. Those shelters require an upgraded generator to ensure there is electricity in addition to extra receptacles to plug in medical equipment. Ms. Dobbins commented on the level of coordination required between the County and MCPS because transportation is provided for the community utilizing buses to deliver individuals to the shelters.

Ms. Conrad stated instructional time was lost last year because schools were shut down a day in advance due to preparations.

School Board Member Eric Cummings advised that in the past, individuals have needed to remain in shelters longer than anticipated, noting other Counties have had partnerships with the municipalities to create a joint shelter (Pasco County), to get evacuees out of school shelters, allowing them to reopen for students.

Commissioner Bryant stated that has occurred 1 time, noting she is in favor of a County Shelter if the funding can be obtained.

Commissioner Zalak stated a better backup plan is a good idea due to issues other than weather that can prevent schools from reopening all the way. He commented on churches and other places that volunteer time or space as possible alternatives.

Chairman Stone stated it is her belief that there is a contract with Central Christian Church now.

School Board Member Allison Campbell commented on the cost of a transfer switch, which was an issue relating to Central Christian Church being used as a shelter option. She stated funding is an issue but there is room for conversation.

Dr. James questioned if there can be a conversation relating to the County and municipalities constructing their new buildings to shelter standards and/or a special needs shelter.

Chairman Stone stated she is unaware of any Marion County building plans, but in the next 20 years that may become a conversation.

Commissioner McClain advised that the Pasco County shelter was funded mostly through the State appropriations process, noting it will take coordination from all parties to push for that type of shelter.

Mr. Cummings commented on evacuees coming inland to Marion County accentuating the need for this type of shelter.

Commissioner Bryant commented on a previous conversation relating to this matter. Mr. Bouyounes advised that the County has been involved in this discussion for over 3 years, noting staff visited the Pasco County shelter and reviewed the funding process relating to

that shelter. He stated it was a coalition between the County, municipalities and the State with the majority of funding coming from the State. Mr. Bouyounes advised that the County is performing some analysis to determine the best location for a multi-use facility that can be converted to a shelter when there is a need. He stated there will be a request for funding from the State.

Ms. Thrower advised that when she toured the Pasco County shelter, it was stated they used that facility for a lot of emergency services training and the building did not sit idle. Mr. Bouyounes advised that more details will be forthcoming this year relating to the possible site.

Ms. Dobbins commented on the impact of aging facilities relating to academic performance, teacher performance, health and safety. She advised that numerous studies have pointed out that students in deteriorating school buildings score between 5 to 11 percent (%) lower on standardized achievement tests. Some experts believe that the negative impact of substandard school buildings may be cumulative and continue to increase the longer the student attends an older, deteriorating school. Further studies report higher absenteeism due to poor air quality from aging, outdated ventilation systems, and appropriate updated lighting conditions can increase student performance up to 23%. A study regarding acoustics found that third grade students in noisy, old buildings were behind in reading and math compared to students in quieter, newer schools. Ms. Dobbins stated deteriorating schools impact student morale, noting the students are more positive when they move to a new school or renovated building. She advised that research finds poor work conditions relate to poor performance, higher absenteeism, low morale and reduces job satisfaction relating to teachers. Ms. Dobbins provided an overview regarding the ages of MCPS buildings, noting of the 50 schools in the MCPS District the oldest school in operation is 110 years old and was built in 1914, with the newest being 11 years old. She addressed the conditions relating to ancillary buildings and the need to build a new technology center due to the closure of the former District Office.

Ms. Dobbins provided a brief overview of building replacement costs for Phases 1 through 3. She stated there MCPS owns 332 portables and leases 19, noting 246 are used for instructional purposes. This translates to between 4,428 and 6,150 students in a portable at any given point of the school day. Ms. Dobbins advised that portables are intended for temporary purposes, not long-term use. The U.S. Department of Education (ED) defines long-term as anything over 4 years and recommends the replacement of portables older than 20 years. She stated MCPS is currently utilizing portables built as early as 1964 and in June of 2025, all 332 portables owned will be over 20 years old. Ms. Dobbins commented on the impacts of portables including lower attendance, lost time to utilize restrooms in the main building, no covered walks, relocating to hallways during tornado watches or warnings resulting in more lost time. She advised that by placing more portables on campuses, the cafeterias are not adequately sized to handle the increased enrollment with lunch hours spanning from 10:30 a.m. to 1:00 p.m. Ms. Dobbins stated portables are not a financially reasonable investment.

Ms. Dobbins provided an overview of statistics relating to the impacts of deferred maintenance, noting every \$1.00 of deferred preventative maintenance results in \$4.00 of expenditures to repair or replace those building systems.

Ms. Dobbins presented a video relating to the aging facilities throughout the MCPS District. She commented on a portion of the video relating to 44 days without A/C or heat at Ward-Highlands Elementary School because the system was so old, parts were difficult

March 27, 2024

to obtain.

Ms. Dobbins provided an overview of the MCPS Facility Plan 2023 through 2038 and a breakdown relating to funding.

Chief Financial Officer (CFO) Theresa Boston-Ellis, MCPS, advised that based on its previous credit rating and the fact that the debt levels are coming down, the MCPS District has determined it can borrow up to \$330,000,000.00 with a Certificate of Participation. She stated the process is occurring now, and MCPS plans to close on the Certificate of Participation in April 2024. Ms. Boston-Ellis advised that in the meantime \$92,000,000.00 has been borrowed, noting building has started relating to the 2 new elementary schools previously discussed. She commented on impact fees relating to debt. Ms. Boston-Ellis stated the financial advisors have estimated that the MCPS District could potentially collect \$37,000,000.00 annually, but they could bond a portion of that in the beginning in order to continue with the buildout after the 5 schools and wings have been addressed. She provided a breakdown of the Certificate of Participation projects and associated costs.

In response to Commissioner Curry, Ms. Boston-Ellis advised that the term of the bond will be 20 years.

Dr. Gullett referred to the overhead screens, noting this picture hangs in her office and is a self-portrait created by a special needs student. She stated the picture represents all students in Marion County.

Councilmember Tim Inskeep, Dunnellon City Council, questioned where the MCPS District is relating to the use of the current technology for remote learning. He commented on the cost of brick and mortar schools, noting there could be a savings relating to 10% to 20% of the student population engaging in remote learning.

Dr. Gullett advised that there is a virtual learning program, Florida Virtual School has a program and MCPS has a partnership with them and currently offers a virtual learning option.

In response to Commissioner Curry, Dr. Gullett advised that a number of existing staff will move to the new buildings, and as students are rezoned into the new buildings, there will be an opportunity to choose to move to the new facilities. She stated hiring will be increased as the County continues to grow, noting retention and hiring will continue to be a priority.

Commissioner Zalak commented on the previous working relationship between the MSCB and the BCC. He expressed concern over stacking lanes and traffic impacts relating to schools. Commissioner Zalak stated citizens are pulling off on the side of 2 lane roads in some areas. He advised that the new elementary school being constructed on SW 49th Avenue is going to slow down traffic in an area that is designed to keep it moving. Commissioner Zalak opined that both Boards should work together for a better community. He commented on staff from both sides being appointed to sit down together and discuss how to make things work. Commissioner Zalak stated the area designated for a high school in Marion Oaks is the same area where the County is trying to possibly locate a flyover. He opined that although there is some stacking inside the schools, it does not solve the problem out in front of the schools during certain times.

Chairman Stone advised that the ILA has provisions relating to this, but has not been followed. She stated the TWG should be hammering out these details before schools are sited. If there is a Comprehensive Plan Amendment changed, those items should come before the BCC, but that has not occurred. Chairman Stone advised that Dr. Gullett has put together the next 2 dates for the TWG to convene, noting she expects that the MCSB

would honor the ILA and follow the processes that have been agreed upon. She stated if changes are needed, she would like to have the latitude to bring them back to the combined Board next year and make changes as necessary.

School Board Attorney Jeremy Powers, MCSB, advised that he will review anything that has not been followed. He stated he believes everything outlined by Commissioner Zalak is accurate, and as the TWG continues to meet, he expects those challenges will resolve. Mr. Powell opined that from the MCSB perspective there is nothing to indicate that the City of Ocala or the County has not followed the ILA, nor could he say either entity could say the MCSB has not followed the ILA. He advised that the ILA should be followed and if there is any disagreement relating to the language or interpretations, the parties will continue to work together to reach an agreement.

Chairman Stone stated there were concerns relating to Section 5 of the ILA.

Mr. Cummings advised that the BCC, MCSB and all municipalities must have great communication and some flexibility.

Commissioner Bryant commented on traffic issues, noting the parties can do better than what was done in the past.

Dr. James stated she is on the Facilities Committee for MCPS, noting the selected sites were identified and planning began prior to the enactment of the ILA. She requested clarification relating to the timeline of events.

Chairman Stone advised that the ILA has been in place since its inception, noting this is the Third Amendment to the ILA. She stated those pieces relating to working together on school sites and identifying the supporting infrastructure necessary have been in place from the beginning.

In response to Dr. James, Chairman Stone advised that the TWG had not been convened by the Superintendent for a very long time and the group was pulled back together and some pieces were amended. She clarified that the pieces being referenced now have always been in place, noting the County has consistently provided data to the MCPS to make decisions relating to selecting sites for schools and planning for growth. Chairman Stone stated if there are desired changes that are allowed by State Statute, they should be brought back when the TWG meets again.

Commissioner Bryant clarified that it was previous Superintendents who did not convene the TWG.

Dr. James opined that this MCSB has been a part of getting the TWG back together and proper planning.

Chairman Stone noted the MCSB has staff that have been in place for longer periods and could make sure the ILA is followed.

Commissioner Zalak commented on the importance of ensuring the experts for both Boards agree that there are adequate turn lanes and stacking capacity for the schools. He stated where there are failures today, the parties should work together to acquire the property or build the necessary turn lanes. Commissioner Zalak advised that the interchange at SW Highway 484 fails, noting the relief factor is the site for the future high school. He stated if traffic is slowed down there, it will create an immense problem for the total community in southwest Marion County. Commissioner Zalak commented on the need for discussion relating to service roads or whatever is needed to mitigate a possible disaster for the community. He stated there is a need for a flyover in the area.

Ms. Campbell stated it is her understanding that staff members for both MCSB and the BCC are having that conversation.

Commissioner Bryant out at 11:45 a.m.

March 27, 2024

Commissioner Zalak advised that if both Boards give collective guidance to staff relating to the vision, the teams will get it done.

PUBLIC COMMENT

Chairman Stone opened the floor to public comment.

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

BOARD/COUNCIL DISCUSSION AND CLOSING COMMENTS

Ms. Hanchar expressed appreciation towards those in attendance. She expressed concern relating to traffic.

Mayor Christine Dobkowski, City of Belleview, expressed appreciation for the hard work put into today's meeting, noting she looks forward to getting new schools built and improvements to existing facilities.

Mr. Cummings commented on the need for this meeting.

Commissioner Bryant returned at 11:48 a.m.

Mr. Cummings stated the BCC and MCSB are on the right page so that the conversations being had will be productive. He expressed appreciation for those in attendance.

Commissioner Zalak stated he looks forward to more groundbreaking ceremonies and commented on the change in direction the MCSB has made through the policies that have been set. He advised that he is excited for kids and the community.

Commissioner Curry commented on the good working relationship between the Boards. Chairman Stone noted there are issues to address within the ILA and questioned if the TWG can make those changes and come back before the BCC and MCSB without going through the formal process.

Mr. Powell stated at this point it would be difficult. He advised that the BCC, MCSB, and City of Ocala staff have been working to identify issues and come to some agreement as to a resolution. He opined that there is no need for a joint meeting of this body to alter or amend the ILA, noting the language can be drafted and sent to all parties.

In response to Chairman Stone, Mr. Powell advised that if the BCC, MCSB, and the municipalities all agreed to a change, the amendment could be made without anyone convening.

Chairman Stone requested the TWG members review the ILA and be prepared to discuss any adjustments when they reconvene at the first meeting on September 13, 2024.

Commissioner Bryant addressed the County's upcoming EAR process and the need to have a conversation relating to school concurrency, noting the recent growth in the County.

Chairman Stone noted that discussion will occur when the County reviews its Comprehensive Plan, which will be occurring over the next 12 to 18 months.

Ms. Thrower advised that concurrency was deemed optional, and it was made clear while working on the ILA that concurrency was not desired. She opined that a lack of concurrency played a role in getting to where the community is now. Ms. Thrower stated there have been no schools built in the last 15 years, but there has been a lot of other construction impacting roads and those who travel them. She advised that if concurrency had been in place and meetings had occurred over the last 11 years, there would be no need for atonement. Ms. Thrower commented on the great working relationship between the various Board and municipality staff.

March 27, 2024

There being no further business to come before the Board, the meeting thereupon adjourned at 11:58 a.m.

Michelle Stone, Chairman

Attest:

Gregory C. Harrell, Clerk

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Marion County

Board of County Commissioners

Agenda Item

File No.: 2024-15995

Agenda Date: 8/6/2024

Agenda No.: 3.3.

SUBJECT:
April 2, 2024

INITIATOR:
Deputy Clerk

DEPARTMENT:
Clerk of Court

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

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to adopt minutes.

**Official Minutes of
MARION COUNTY
BOARD OF COUNTY COMMISSIONERS**

April 2, 2024

CALL TO ORDER:

The Marion County Board of County Commissioners met in regular session in Commission Chambers at 9:03 a.m. on Tuesday, April 2, 2024 at the Marion County Governmental Complex located in Ocala, Florida.

INVOCATION AND PLEDGE OF ALLEGIANCE:

The meeting opened with invocation by Clerk Gregory C. Harrell and the Pledge of Allegiance to the Flag of our Country.

9:00 AM ROLL CALL:

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

ANNOUNCEMENTS:

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

Chairman Stone advised that today is Commissioner Bryant's birthday and wished her a very happy birthday.

1. PROCLAMATIONS AND PRESENTATIONS:

Upon motion of Commissioner Zalak, seconded by Commissioner Bryant, the Board of County Commissioners (BCC) approved and/or ratified the following:

1.1. PROCLAMATION - National Fair Housing Month - Morgan Cardinal, Fair Housing Program Managing Attorney, Community Legal Services of Mid-Florida (Approval and Presentation)

The Board presented the Proclamation designating the month of April 2024 as "National Fair Housing Month" to Fair Housing Program Managing Attorney Morgan Cardinal, Community Legal Services of Mid-Florida and several representatives.

Morgan Cardinal, Fair Housing Program Managing Attorney, Community Legal Services of Mid-Florida, expressed her appreciation to the BCC for its support to ensure fair and affordable housing to all Marion County citizens. She encouraged everyone to participate in Fair Housing Month activities.

1.2. PROCLAMATION - Community Development Week - Cheryl Howell, Executive Director, Florida Community Development Association (Approval and Presentation)

The Board presented the Proclamation designating the week of April 1 through April 5, 2024 as "National Community Development Week" to Executive Director Cheryl Howell, Florida Community Development Association.

April 2, 2024

Cheryl Howell, Executive Director, Florida Community Development Association, expressed her appreciation to the BCC for its support. She advised that the Florida Community Development Association and the Community Development Block Grant (CDBG) program is about creating economic opportunities by ensuring fair built environments and affordable housing.

Community Services Director Cheryl Martin advised that Ms. Howell used to be a Marion County employee and ran the County's CDBG program. She noted this is the CDBG program's 50th anniversary. Ms. Martin stated Marion County has been receiving CDBG funding since 2002 and expended approximately \$36,000,000.00 over that period of time to help the County's most vulnerable population.

Chairman Stone expressed her appreciation to the County's Community Services Department team, noting there is a lot of work in ensuring those dollars are spent appropriately.

1.3. PROCLAMATION - Farmland Preservation Month - Sara Fennessy, Executive Director, Horse Farms Forever, Inc. and Tim Gant, President, Save Our Rural Areas (Approval and Presentation)

The Board presented the Proclamation designating the month of April 2024 as "Farmland Preservation Month" to Executive Director Sara Fennessy, Horse Farms Forever, Inc. (HFF), Bernie Little, HFF, and Tim Gant, President, Save Our Rural Areas (SORA).

Tim Gant, HFF, advised that in 2005, the BCC designated approximately 200,000 acres in the northwest portion of the County as the Farmland Preservation Area (FPA), noting that action showed a Commission with a far reaching view of the future. He expressed his appreciation to the BCC for its continuing efforts to preserve and protect those very valuable rural lands.

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

1.4. PRESENTATION - FY 2021-22 Certificate of Achievement for Excellence in Financial Reporting Awarded to the Marion County Clerk of Court and Comptroller's Office - Gregory C. Harrell, Clerk of the Circuit Court and Comptroller (Presentation Only)

Clerk Harrell stated he would like to address Items 1.4., 1.5., and 1.6. together and noted several staff members from the Clerk's Finance and Budget Departments are present. He advised that in the world of government financial reporting, these 2 teams won the triple crown, noting the Government Finance Officers Association (GFOA) has presented the Clerk's Finance Department with the Certificate of Achievement for Excellence in Financial Reporting for its Annual Comprehensive Financial Reports (ACFR) for the fiscal year (FY) ending September 30, 2022; the Award for Outstanding Achievement in Popular Annual Finance Reporting (PAFR) for FY ending September 30, 2022; and the Budget Department was awarded the GFOAs Distinguished Budget Presentation Award for FY beginning October 1, 2023. Clerk Harrell clarified that budget documents look toward the upcoming FY versus the Finance Department documents, which look back at the previous FY. He announced that it is the 38th year in a row that the GFOA has presented the Clerk's Finance Department with the Certificate of Achievement for Excellence in Financial Reporting for its ACFR. Clerk Harrell expressed his appreciation to County Administrator Mounir Bouyounes, noting the Clerk's Office could not prepare the County's budget with the excellence that it is prepared if not for the cooperation and participation

between the Budget Department and County Administration.

Chairman Stone congratulated the Clerk's Office for their achievements and expressed her appreciation for the hard work that goes into these documents. She commented on the transparency the documents provide to the taxpayers of Marion County.

1.5. PRESENTATION - Award for Outstanding Achievement in Popular Annual Finance Reporting for Fiscal Year Ended September 30, 2022 Presented to Marion County Clerk of Court and Comptroller's Office - Gregory C. Harrell, Clerk of the Circuit Court and Comptroller (Presentation Only)

(This Item was addressed with Agenda Item 1.4.)

1.6. PRESENTATION - Distinguished Budget Presentation Award for Fiscal Year Beginning October 1, 2023 Presented to the Marion County Clerk of Court and Comptroller's Office (Presentation Only)

(This Item was addressed with Agenda Item 1.4.)

1.7. PROCLAMATION - National Public Safety Telecommunicators Week – Kyle Drummer, Marion County Public Safety Communications Director (Approval and Presentation)

Commissioner Curry commented on the passing of Radio Systems Coordinator Alphonso Gordon, Public Safety Communications (PSC), noting Congresswoman Kat Cammack showed him an honor on the floor of Congress and read information about him into the congressional record.

The Board presented the Proclamation designating the week of April 14 through 20, 2024 as "National Public Safety Telecommunicators Week" to Emergency Telecommunicator Supervisor Angela Rawls, PSC, and several representatives.

Emergency Telecommunicator Supervisor Angela Rawls, Marion County Sheriff's Office (MCSO) Dispatch, expressed her appreciation to the Board for its support in recognizing these heroes that perform an incredible job every day.

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

The Board presented the Proclamation designating the month of April, 2024 as "Marion County Employee Appreciation Month" to Human Resources (HR) Director Sara Caron. HR Director Sara Caron provided a brief overview of the activities planned for Employee Appreciation Month, noting this year's theme is grit (hard working employees), grace (amazing customer service), and gallop (empowering Marion County for success).

Chairman Stone commented on a drawing for 2 gifts this morning and names were drawn out of a hat and the prizes were awarded to Library employees Sandra Swift and Joseph Hall.

1.9. PROCLAMATION - Water Conservation Month (Approval Only)

The Board approved the Proclamation designating the month of April, 2024 as "Water Conservation Month".

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

April 2, 2024

Marion County Administration by 5:00 p.m. the Friday before the meeting at 352-438-2300 to request to speak or submit the request online at: www.marionfl.org.

Chairman Stone opened the floor for public comment.

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

3. ADOPT THE FOLLOWING MINUTES: (1 set)

3.1. November 7, 2023

A motion was made by Commissioner Curry, seconded by Commissioner McClain, to adopt the meeting minutes of November 7, 2023. The motion was unanimously approved by the Board (5-0).

4. CONSTITUTIONAL OFFICERS AND GOVERNMENTAL OR OUTSIDE AGENCIES:

4.1. Request a Signed Memorandum of Understanding from the Marion County Board of County Commissioners for the Marion County, Florida Adult Pre-Plea Diversion Drug Court Programs Including Misdemeanor Drug Court and Felony Diversion Drug Court Application for the Bureau of Justice, Adult Treatment Court Grant Program FY 2023-24 Competitive Grant, Category Two: Enhancement

Trial Court Administrator Jeffery Fuller, Court Administration presented the following recommendation:

Description/Background: We are applying for an expansion grant for our Marion County Misdemeanor Drug Court and Felony Diversion Drug Court. It would give us the opportunity to expand our services to enhance our treatment capacity; improve the quality of services based on needs assessments; and provide access to other critical support services including behavioral-cognitive education and recovery housing.

One requirement for the grant is to have Memorandum of Understanding signed by key Drug Court Team Members or by a Designated Agency Representative with the general responsibilities and expectations for coordination agreed upon by each member.

Budget/Impact: None.

Recommended Action: Motion to sign memorandum between the Marion County Board of County Commissioners and the Marion County, Florida Adult Pre-Plea Diversion Drug Court programs including Misdemeanor Drug Court and Felony Diversion Drug Court application for the Bureau of Justice, Adult Treatment Court Grant Program FY2024 Competitive Grant, Category Two: Enhancement.

A motion was made by Commissioner Bryant, seconded by Commissioner McClain, to approve and execute the Fiscal Agent Memorandum of Understanding (MOU) between the BCC and the Marion County Drug Court for the Adult Pre-Plea Diversion Drug Court programs including Misdemeanor Drug Court and Felony Diversion Drug Court application for the Bureau of Justice, Adult Treatment Court Grant Program FY 2024 Competitive Grant, Category Two: Enhancement. The motion was unanimously approved by the Board (5-0).

5. CLERK OF THE CIRCUIT COURT:

5.1. Budget Amendment

Clerk Harrell advised that Budget Amendment Resolution 5.1.7. coincides with Consent Agenda Item 7.5.10.

Commissioner Bryant stated she would like to move forward Consent Agenda Item 7.5.10. to be considered at the same time as the Board adopts the Budget Amendment Resolutions. It was the general consensus of the Board to concur.

Upon motion of Commissioner Bryant, seconded by Commissioner Zalak, the Board adopted the following Budget Amendment Resolutions transferring funds and approving the coinciding Consent Agenda Item 7.5.10. as presented by Clerk Harrell:

5.1.1.a. 24-R-102 - Budget Transfer from Law Enforcement Trust Fund to MSTU for Law Enforcement - \$1,000

5.1.1.b. 24-R-103 - Budget Transfer from Law Enforcement Trust Fund to Sheriff Patrol CID – TR - \$1,000

5.1.2. 24-R-104 - General Fund - Emergency Medical Services - \$181,052

5.1.3. 24-R-105 - General Fund - Procurement Services - \$10,000

5.1.4. 24-R-106 - Infrastructure Surtax Capital Project Fund - Infrastructure Tax Transport - \$1,457,958

5.1.5. 24-R-107 - Marion County Airport Fund - Marion County Airport - \$33,000

5.1.6. 24-R-108 - Marion County Airport Fund - Marion County Airport - \$200,000

5.1.7. 24-R-109 - Marion County Utility Fund - Utilities Water System - \$57,000

5.1.8. 24-R-110 - Marion County Utility Fund - Utilities Management - \$750,000

5.1.9. 24-R-111 - Parks and Recreation Fees Fund - Parks and Recreation Fees - \$19,000

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

5.2. Project Adjustment

5.2.1. Transfer Project Funds and Amend the Capital Improvement Program - American Rescue Plan Local Fiscal Recovery Fund - \$5,519,750

Utilities Director Jody Kirkman presented the following recommendation:

Description/Background: Marion Oaks Water Line Extension American Rescue Plan Act (ARPA) Project - Task 1 is complete. Task 1 included design, permitting and the development of the Guaranteed Maximum Price (GMP) associated with constructing the project. As a Progressive Design Build Contract, Task 2 has been developed under the original agreement, which includes the construction activities within the project. The total cost developed within the GMP will be more than originally budgeted for the ARPA Project. This request is to move ARPA funds which had been originally assigned to the Silver Springs Shores Septic to Sewer project to this project in order to issue the Task 2 purchase order. This is a one-time request.

Budget/Impact: Neutral.

Recommended Action: Motion to approve the transfer of project funds and amend the Capital Improvement Program.

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

5.3. Clerk of the Court Items

5.3.1. Present the Acquisition or Disposition of Property Forms Authorizing Changes in Status, as Follows: 039439, 048500, 048503, 052142, 052741, 54221 and Fire and Information Technology List Attached

April 2, 2024

A motion was made by Commissioner Curry, seconded by Commissioner McClain, to approve the Acquisition or Disposition of Property Forms for Follows: 039439, 048500, 048503, 052142, 052741, 54221 and Fire and Information Technology List Attached. The motion was unanimously approved (5-0)

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

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

7.1. Development Review Committee:

7.1.1. Request Approval of a Final Plat for Falls of Ocala Unit 2, Project Number 2005040074, Application Number 30739 (Budget Impact - None)

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

Description/Background: This is a request to approve the Final Plat for Falls of Ocala Unit 2.

This subdivision is located in the southwest portion of the County containing 86 lots, 16 tracts and .76 miles of road on approximately 28.20 acres.

This Final Plat was approved by the Development Review Committee on March 25, 2024.

Budget/Impact: None.

Recommended Action: Motion to approve the Final Plat for Falls of Ocala Unit 2 and authorize the Chairman and Clerk to execute the same.

7.1.2. Request Approval of a Final Plat/Replat for Canopy Oaks Phase II Replat Two, Project Number 2021010057, Application Number 30149 (Budget Impact - None)

The Board accepted the following recommendation as presented by Building and Safety Director Savage, on behalf of DRC:

Description/Background: This is a request to approve the Final Plat/Replat for Canopy Oaks Phase II Replat Two. This is a replat of Tract B and Lot 1 of Canopy Oaks Phase II Replat as recorded in Plat Book 14, Pages 73 and 74.

This subdivision is located in the southwest portion of the County containing seven (7) lots, one (1) tract and zero miles of road on approximately 26.27 acres.

This Final Plat/Replat was approved by the Development Review Committee on March 25, 2024.

Budget/Impact: None.

Recommended Action: Motion to approve the Final Plat/Replat for Canopy Oaks Phase II Replat Two and authorize the Chairman and Clerk to execute the same.

7.2. Fire Rescue:

7.2.1. Request Approval of the Certificate of Public Convenience and Necessity Application for RG Ambulance Service, Inc. d/b/a American Ambulance for Interfacility Transports Originating from University of Florida Health d/b/a UF Health Ocala Neighborhood Hospital (Budget Impact - None)

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

Description/Background: During the workshop held on November 8, 2021, the consensus of the Marion County Board of County Commissioners was to move forward with the Certificate of Public Convenience and Necessity (COPCN) process for agencies to provide interfacility transport services from hospital systems within Marion County to reduce workload and to improve 911 response readiness. RG Ambulance Service, Inc. d/b/a American Ambulance has submitted the attached completed COPCN application and has met all requirements for an Advanced Life Support - Level IV COPCN for the purpose of providing interfacility transports between UF Health Ocala Neighborhood Hospital and the UF Health Network. This COPCN application aligns with our current workload reduction practice, allowing more Marion County Fire Rescue ambulances to be available for 911 services and improving the ability to care for the community.

Budget/Impact: None.

Recommended Action: Motion to approve the Certificate of Public Convenience and Necessity application for RG Ambulance Service, Inc. d/b/a American Ambulance for interfacility transports originating from University of Florida Health d/b/a UF Health Ocala Neighborhood Hospital.

7.3. Human Resources:

7.3.1. Request Approval of the Reclassification of One (1) Fiscal Analyst Position, Pay Grade 111 Non-Exempt, to One (1) Procurement Operations Coordinator Position, Pay Grade 112 Exempt, within the Budget of Procurement AA176513 (Budget Impact - Expenditure of \$4,443) Recommended Action: Motion to approve and authorize Chair and Clerk to execute this agreement between Marion County and the City of Ocala and all necessary documents associated with this agreement.

The Board accepted the following recommendation to adopt Resolution 24-R-112 as presented by Human Resources (HR) Director Sara Caron:

Description/Background: Requesting a reclass of the Fiscal Analyst position to a Procurement Operations Coordinator due to increased responsibilities that this position has taken on.

Procurement is utilizing technology to increase efficiency while maintaining current staffing levels. In doing so, we have increased training needs, both internal and external as well as a need to coordinate and troubleshoot business processes in conjunction with Information Technology. This position has also become integral in helping to develop policies and procedures, disseminating technical information and analyzing data for reporting.

Budget/Impact: Expenditure of \$4,443.

Recommended Action: Motion to approve the Reclassification of one (1) Fiscal Analyst Position, Pay Grade 111 Non-Exempt, to one (1) Procurement Operations Coordinator Position, Pay Grade 112 Exempt, within the Budget of Procurement AA176513.

Resolution 24-R-112 is entitled:

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, PROVIDING FOR THE RECLASSIFICATION OF ONE (1) FISCAL ANALYST POSITION, PAY GRADE 111 NONEXEMPT, TO ONE (1) PROCUREMENT OPERATIONS

COORDINATOR POSITION, PAY GRADE 112 EXEMPT, WITHIN THE BUDGET OF PROCURMENT AA176513, ALONG WITH THE CORRESPONDING JOB DESCRIPTION AND PAY GRADE AND INCORPORATING THE FOREGOING ACTIONS INTO THE MARION COUNTY CLASSIFICATION PLAN.

7.3.2. Request Approval of the Reclassification of One (1) Facilities Management Project Manager Position, Pay Grade 111, to One (1) Facilities Assistant Director Position, Pay Grade 116, within the Budget Facilities Management AA180519 (Budget Impact - Expenditure of \$25,168)

The Board accepted the following recommendation to adopt Resolution 24-R-113 as presented by HR Director Caron:

Description/Background: Marion County Facilities Management manages over fifty large-scale vertical construction capital improvement program (CIP) projects valued at over one hundred million dollars. Due to Marion County's current aging building portfolio and continued growth projections, this construction trend is expected to continue for the foreseeable future.

Marion County Facilities Management has attempted to fill a vacant Project Manager position for over a year. During that time, the department absorbed many additional large-scale and accelerated projects, such as the new Medical Examiner's Office and Animal Services Campus. Marion County's accelerated growth has mandated that the Facilities Management Department increase its resources toward capital construction projects to serve Marion County's needs better.

To maintain these high-caliber project management services and expeditious delivery of project completion, the Facilities Management Director Jared Goodspeed requests to reclassify one vacant Project Manager position to an Assistant Director dedicated to capital construction. This dedication will improve project completion success by relieving delays in technical decision-making and lowering the design process time. This evolution will also aid in an interdepartmental succession plan and allow the correct level of resources to be dedicated to the vertical construction CIP division of the Facilities Management department.

Budget/Impact: Budget Impact of \$25,168.

Recommended Action: Motion to approve the Reclassification of One (1) Facilities Management Project Manager Position, Pay Grade 111, to One (1) Facilities Assistant Director Position, Pay Grade 116, within the Budget of Facilities Management AA180519.

Resolution 24-R-113 is entitled:

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, PROVIDING FOR THE RECLASSIFICATION OF ONE (1) FACILITIES MANAGEMENT PROJECT MANAGER POSITION, PAY GRADE 111 TO ONE (1) FACILITIES ASSISTANT DIRECTOR POSITION, PAY GRADE 116, WITHIN THE BUDGET OF FACILITIES MANAGEMENT AA180519, ALONG WITH THE CORRESPONDING JOB DESCRIPTION AND PAY GRADE AND INCORPORATING THE FOREGOING ACTIONS INTO THE MARION COUNTY CLASSIFICATION PLAN.

7.3.3. Request Approval of the Reclassification of the Positions of Battalion Chief, Division Chief, Deputy Chief and Fire Chief, as well as the Reclassification of all Director Positions, Executive Director Position and the Position of Assistant County Administrator within the Departments Outlined in the Information Below; and the Deletion of One (1) Quality Assurance Manager and the Addition of One (1) Division Chief Position within Marion County Fire Rescue (Budget Impact - Expenditure of \$531,477 in EF300522, Expenditure of \$7,840 in AA305526 and Expenditure of \$633 in AA410513)

The Board accepted the following recommendation to adopt Resolution(s) 24-R-114, 24-R-115, and 24-R-116 as presented by HR Director Caron:

Description/Background: The position of Battalion Chief was created in 2021, within Marion County Fire Rescue, establishing a chief level position between Division Chief and the Rank and File, in the field. Over the past several months, Human Resources has worked with the Fire Chief and Administration to review the position's responsibilities, pay structure and job description. Throughout this process it was determined the position of Battalion Chief would best be utilized as a non-exempt (hourly) position. The job description was evaluated and updated and as a result a new pay grade is being recommended. In order to not create compression amongst the chief positions the following pay grades changes are also being recommended:

Position	Current Pay Grade	Proposed Pay Grade
Fire Chief (1)	305	307
Deputy Chief (3)	304	306
Division Chief (7)	303	305
Battalion Chief (21)	302	303

In order to calculate the new pay rates of the employees in the position of Battalion Chief a conversion factor was used to change from exempt to non-exempt, based on hours worked and a market adjustment of 5% was applied to the new base pay of employees with more the 5 years of consecutive service to Marion County Fire Rescue. Employees that qualified to receive the 5% were capped at the midpoint of the new pay grade of 303. The methodology used for the calculation of the new pay rates of the employees in the position of Division Chief was a market adjustment of 6% or the base pay of the proposed pay grade of 305, whichever is greater. Employees that qualified to receive the 6% were capped at 6% above the proposed pay grade of 305. The caps in the scenarios listed above only apply to this exercise. For the positions of Deputy Chief and Fire Chief, changes were only made to an employee's pay if the employee was below the base pay of the proposed pay were only made to an employee's pay if the employee was below the base pay of the proposed pay grade (306/307).

In addition to the changes to the pay grades of the Chief level positions, it is also recommended to delete the position of Quality Improvement Manager (vacant) and create an additional Division Chief position to oversee the Community Paramedicine program and quality improvement.

In an effort to maintain continuity of the pay grade system the positions of Director, Executive Director and Assistant County Administrator were also evaluated. The County Administrator is recommending the following pay grade changes:

Position	Current Pay Grade	Proposed Pay Grade
E911 Management Director Procurement Director Veterans Services Director Tourism Development Director PR Communications Director	117	119
Library Director Fleet Management Director Public Safety Communications Director Community Services Director MSTU Assessment Director	118	120
Information Technology Director Animal Services Director Parks and Recreation Director Facilities Management Director Building Safety Director TPO Director Solid Waste Director Growth Services Director Human Resources Director	119	121
Utilities Director County Engineer Executive Director	120	122
Assistant County Administrator (3)	122	124

For the positions of Director, Executive Director and Assistant County Administrator, changes were only made to an employee's pay if the employee was below the base pay of the proposed pay grade.

The detailed changes, by position, and total budget impact of these proposed changes can be found on the Agenda Action Table attached to this item.

Budget/Impact: Expenditure of \$531,477 in EF300522, Expenditure of \$7,840 in AA305526 and Expenditure of \$633 in AA410513.

Recommended Action: Motion to approve the Reclassification of the positions of Battalion Chief, Division Chief, Deputy Chief and Fire Chief, as well as the Reclassification of all Director positions, Executive Director position and the position of Assistant County Administrator within the Departments Outlined; and the deletion of one Quality Assurance Manager and the Addition of One Division Chief Position within Marion County Fire Rescue.

Resolution 24-R-114 is entitled:

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, PROVIDING FOR THE RECLASSIFICATION OF FIRE CHIEF, PAY GRADE 305 TO PAY GRADE 307; DEPUTY CHIEF PAY GRADE 304 TO PAY GRADE 306; DIVISION CHIEF PAY GRADE 303 TO PAY GRADE 305; BATTALION CHIEFS FROM A PAY GRADE 302 TO PAY GRADE 303 AND CHANGE BATTALION CHIEFS TO NON-EXEMPT WITHIN THE BUDGET OF EMERGENCY MEDICAL SERVICES AA305526 AND FIRE FUND EF300522, ALONG WITH THE CORRESPONDING JOB DESCRIPTION AND PAY GRADE AND INCORPORATING THE FOREGOING ACTIONS INTO THE MARION COUNTY CLASSIFICATION PLAN.

Resolution 24-R-115 is entitled:

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, PROVIDING FOR THE RECLASSIFICATION OF E911 MANAGEMENT DIRECTOR, PROCUREMENT DIRECTOR, VETERANS SERVICES DIRECTOR, TOURISM DEVELOPMENT DIRECTOR AND PR COMMUNICATIONS DIRECTOR FROM A PAY GRADE 117 TO PAY GRADE 119; LIBRARY DIRECTOR, FLEET MANAGEMENT DIRECTOR, PUBLIC SAFETY

COMMUNICATIONS DIRECTOR, COMMUNITY SERVICES DIRECTOR, AND MSTU ASSESSMENT DIRECTOR FROM A PAY GRADE 118 TO PAY GRADE 120; INFORMATION TECHNOLOGY DIRECTOR, ANIMAL SERVICES DIRECTOR, PARKS AND RECREATION DIRECTOR, FACILITIES MANAGEMENT DIRECTOR, BUILDING SAFETY DIRECTOR, TRANSPORTATION PLANNING ORG DIRECTOR, SOLID WASTE DIRECTOR, GROWTH SERVICES DIRECTOR, AND HUMAN RESOURCES RISK DIRECTOR FROM A PAY GRADE 119 TO PAY GRADE 121; UTILITIES DIRECTOR, COUNTY ENGINEER, AND EXECUTIVE DIRECTOR FROM A PAY GRADE 120 TO PAY GRADE 122; AND ASSISTANT COUNTY ADMINISTRATOR POSITION FROM A PAY GRADE 122 TO PAY GRADE 124 WITHIN THE BUDGET OF GENERAL FUND AND ALLOCATION FUNDS, ALONG WITH THE CORRESPONDING JOB DESCRIPTION AND PAY GRADE AND INCORPORATING THE FOREGOING ACTIONS INTO THE MARION COUNTY CLASSIFICATION PLAN.

Resolution 24-R-116 is entitled:

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, PROVIDING FOR THE DELETION OF ONE (1) QUALITY IMPROVEMENT MANAGER POSITION, PAY GRADE 113 AND THE ADDITION OF ONE (1) DIVISION CHIEF POSITION, PAY GRADE 305, WITHIN THE BUDGET OF FIRE FUND EF300522, ALONG WITH THE CORRESPONDING JOB DESCRIPTION AND PAY GRADE AND INCORPORATING THE FOREGOING ACTIONS INTO THE MARION COUNTY CLASSIFICATION PLAN.

7.3.4. Request Approval to Update Employee Handbook to Reflect the Leave Accrual for Battalion Chiefs after Reclassification of Pay Grades (Budget Impact - None)

The Board accepted the following recommendation as presented by Human Resources Director Caron:

Description/Background: All Battalion Chief positions will be calculated at an hourly rate based on the annual hours worked, which includes built in overtime. The Battalion Chiefs will be considered Non-exempt, Board of County Commissioners employees, and will be considered eligible for overtime pay, per FLSA guidelines. As a result of these proposed changes, the leave accruals of Battalion Chiefs have been updated into the Employee Handbook to reflect the following accruals: Battalion Chiefs working a 24/48 shift will accrue annual leave at the follow rates:

Years of Continuous Service	Leave Earned Per Pay Period	Leave Earned Per Pay Year
0 - 4.99 Years	5.18 Hours	134.68 Hours
5 - 9.99 Years	6.47 Hours	168.22 Hours
10+ Years	8.61 Hours	223.86 Hours

An employee may accumulate leave in excess of the limitations during the calendar year; however, the excess leave must be used by the end of the last pay period of the calendar year as determined by the payroll department or it will be forfeited. The limitations of annual leave are as follows:

Years of Continuous Service	Carry-Over Limitations
0 - 4.99 Years	342 Hours
5 - 9.99 Years	409 Hours
10+ Years	520 Hours

Requests for annual leave made 14 calendar days in advance of the planned annual leave usage, shall be counted as hours worked.

The final action for approval is to update the Employee Handbook to reflect the change in leave accruals for Battalion Chiefs.

Budget/Impact: None.

Recommended Action: Motion to Approve an update to the Employee Handbook to reflect the leave accrual for Battalion Chiefs after reclassification of pay grades.

7.4. Parks and Recreation:

7.4.1. Request Approval of Unified Certification Program Agreement and Disadvantaged Business Enterprise Program Document as Required by the Federal Aviation Administration Grant Funding Agreement for Parallel Taxiway Project (Budget Impact - None)

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

Description/Background: The Marion County Airport has been working with the consultant Hoyle Tanner to complete the Parallel Taxiway project. This project has grant funds from the Federal Aviation Administration (FAA), approved by the Board on October 18, 2022, which has certain grant requirements that must be fulfilled through the assistance of Hoyle Tanner. Two of those requirements are to submit to the FAA a signed Unified Certification Program (UCP) Agreement and a signed Disadvantaged Business Enterprise (DBE) Program document.

After a review by the County Attorney's Office, it was determined that these two documents should be presented to the Board for their consideration and execution by the Chairman. Both the UCP Agreement and DBE document are attached with this agenda item.

Budget/Impact: None.

Recommended Action: Recommend approval of the Unified Certification Program Agreement and Disadvantaged Business Enterprise Program Document and authorize Chairman to execute the same.

7.5. Procurement Services:

7.5.1. Request Approval of Change Order 1 to Purchase Order 2400782: 24B-002 Silver Spring Shores Community Center Lap Pool and Spa Marcite Resurfacing Project - Aumiller Pools, LLC, Winter Park, FL (Budget Impact - Neutral; expenditure of \$11,854 as approved in the FY 2023-24 budget)

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

Description/Background: On November 21, 2023, the Board approved a contract with Aumiller Pools, LLC to provide the complete resurfacing of Silver Shores Community's Center pool and spa. Inspections on the spa found an existing skimmer body that is causing a leak that needs to be repaired. The contractor will

remove the pavers surrounding the existing skimmer, remove, and then replace the plumbing at the bottom of the skimmer, and regrout the new skimmer body into the spa shell. In addition to the repair, the community has requested lap lanes be installed. The contractor will provide and install five (5) new lap lanes to the lap pool that will include 10 wall targets for each lane. The resulting Change Order, being presented today, requests to add \$11,854.00.

A copy of the Change Order is attached for review. Pending approval at today's meeting, the Change Order will be presented to the Chairman for signatures. Budget/Impact: Neutral; additional expenditure not to exceed \$11,854.00, bringing the Purchase Order total to \$102,314.00. Funding comes from HL520575-546121 - Silver Springs Shores Special Tax District.

Recommended Action: Motion to approve the change order, allow staff to process, and authorize the Chairman and Clerk to execute Change Order 1 to PO 2400782.

7.5.2. Request Approval of Change Order 1 to Purchase Order 2400842: 24C-028 Legal Services for Annual Fire Assessment Program - Nabors, Giblin & Nickerson P.A. - Tallahassee, FL (Budget Impact - Neutral; expenditure of \$4,000, as approved in FY 2023-24 budget)

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

Description/Background: On November 7, 2023, the Board approved an agreement with Nabors, Giblin & Nickerson P.A. (NG&N) and Anser Advisory Consulting, LLC (Anser) to provide outside counsel and consultant services for the County's Annual Fire Assessment Program. It is important to regularly update the data that supports the annual fire assessment program in order to ensure that the assessments are based on the most recent data and account for any changes in relevant law since the last assessment. The change order, being presented today, requests to add \$4,000 to the Purchase Order. The scope of work has been adjusted to reflect fees, project deliverables, and payment schedules for FY 2024-25 and 2025-26; whereas the original scope was only for FY 2024-25. The professional services provide Implementation of the existing fire assessment program for FY 2024-25 and will only include NG&N; the Annual Update will include the consultant services by Anser for FY 2025-26. All methodology will remain the same from the original agreement.

Attached is a copy of the agreement and change order for your review; pending approval at today's meeting, both will be presented to the Chair for signatures.

Budget/Impact: Neutral; expenditure of \$4000, bringing the Purchase Order total to \$56,500. Funding from EF300522 -531109 (Fire, Rescue and EMS Fund)

Recommended Action: Motion to approve the change order and authorize the Chair to execute the agreement with Nabors, Giblin & Nickerson P.A. and Anser Advisory Consulting, LLC for legal and consultant services on the County's Annual Fire Assessment Program under 24C-028.

7.5.3. Request Approval to Reject All Bids: 20Q-173-TO-20 SSS Units 29 and 30 DRA 7403/DRA 7322 (Budget Impact - None)

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

Description/Background: On behalf of the Office of the County Engineer (OCE), Procurement solicited an underground project through a contract that was approved by the Board on September 15, 2020, to seven (7) pre-qualified contractors. The work solicited entailed addressing erosion concerns within DRA 7403 and DRA 7322 by adding three splash pads, one turf reinforcement mat (TRM), and four additional concrete masonry unit (CMU) blocks to three existing U-type end walls. The work also includes excavating, placing, and compacting fill-in 12-inch lifts, density testing, as-builts, and sodding disturbed areas. One (1) submittal was received; the tabulation is listed below:

Contractor – Location	BID
Art Walker Construction – Ocala, FL	\$119,055.07

The bids exceed the estimated budget; after evaluation, Steven Cohoon, P.E., County Engineer, requests that the bid be rejected so that staff can re-evaluate at a later date.

Budget/Impact: None; rejecting all bids carries no budget impact.

Recommended Action: Motion to reject all bids under 20Q-173-TO-20 and allow staff to revisit at a later date.

7.5.4. Request Approval and Renewal of Products and Services Agreement: 18C-050-CA-03 Emergency Medical Services Billing Licenses and Eligibility Module - ZOLL Data Systems, Broomfield, CO (Budget Impact - Neutral; annual expenditure of \$79,271 upon approval of the FY 2024-25 budget)

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

Description/Background: On September 16, 2008, the Board awarded a contract for its Emergency Medical Services Software to Zoll Data Systems, Inc. for the billing and electronic Patient Care Reporting (ePCR) system currently used by Fire Rescue. On June 15, 2021, the contract amendment to renew the agreement for three (3) years was approved. This renewal extends the subscription to the service for four (4) years at beginning October 1, 2024, through September 30, 2028. The maintenance costs for each year, at the current service levels, are outlined as follows:

Periods Covered	Annual Cost
FY 2024-25	\$79,270.46
FY 2025-26	\$81,013.57
FY 2026-27	\$82,826.40
FY 2027-28	\$84,711.75

Attached for review is a draft of the vendor signed contract modification and renewal service agreement with ZOLL. Upon approval at the meeting, a copy will be sent for approval by Legal, and subsequently forwarded for the County Attorney's, Clerk's, and Chair's signatures.

Budget/Impact: Neutral; annual expenditure of \$79,271 upon approval of the FY 2024-25 budget. The remaining three (3) years' budget projections are shown in the table above.

Recommended Action: Motion to approve and authorize Chairman to execute the agreement with ZOLL Data Systems, Inc. under 18C-050.

7.5.5. Request Approval of Sole Source Declaration: 24SS-116, Sewer Line Assessment Tool (SL-RAT) - InfoSense, Inc. Charlotte, NC (Budget Impact - Neutral; estimated expenditure of \$150,000 as approved in the FY 2023-24 budget)

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

Description/Background: On behalf of Marion County Utilities (MCU), Procurement requests a waiver of the formal bid process to declare InfoSense, Inc. a sole source supplier manufacturer and distributor of the Sewer Line Rapid Assessment Tool (SL-RAT) and its supporting software, the Sewer Line Data Organizer (SLDOG). LRIE, LLC is the sole authorized service provider in Florida.

InfoSense, Inc. manufactures the only product that uses active acoustic transmission between a transmitter and a receiver in adjacent manholes to provide an aggregate pipe blockage assessment; and as the Florida Department of Environmental Protection (FDEP) requires MCU to inspect and assess 100% of their gravity sewer collection systems over a five (5) year period, the SL-RAT allows MCU to satisfy this requirement by acoustically assessing the gravity sewer mains.

Attached for review is the Solicitation Waiver and Sole Source letter. Upon approval at today's meeting, the Solicitation Waiver will be presented to the Chair for signature and a requisition processed to issue a purchase order to LRIE, LLC as the sole authorized service provider.

Budget/Impact: Neutral; estimated expenditure of \$150,000 for FY 2023-24. Future years' expenditures will be based on the needs of the department and shall not exceed approved annual budget amounts without being brought back to the Board for approval.

Recommended Action: Motion to approve the request and declare InfoSense, Inc. the sole source provider of the Sewer Line Assessment Tool (SL-RAT) allow staff to issue the Purchase Order to LRIE, LLC under 24SS-116.

7.5.6. Request Approval of Standardization and Equipment Purchase: 24ST-117, CS Centrifuge Mobile Unit - Centrysis Corporation, Kenosha, WI (Budget Impact - Neutral; expenditure of \$850,000 as approved in FY 2023-24 budget)

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

Description/Background: Marion County Utilities (MCU) currently utilizes two (2) Centrysis CS Centrifuge Mobile Units for biosolids processing at all five (5) of its regional wastewater treatment facilities. These units are mounted on trailers, providing mobility to move them to desired locations. One unit is currently out of commission for repairs. On March 5, 2024 the Board approved the ratification of the lease of a unit from Centrysis Corporation (Centrysis) to temporarily replace the one currently under repair.

With the trending growth, increased wastewater flow means more biosolid treatment, MCU requires an additional third unit to maintain biosolid volumes. MCU is requesting the approval to standardize to this equipment and to purchase an additional Centrysis CS Centrifuge Mobile Unit. Standardizing to the same brand will reduce operation and maintenance training costs as the staff is already familiar with the units. Also, Centrysis is the Original Equipment Manufacturer (OEM) for Centrysis products and exclusive provider of CS Centrifuge branded equipment.

Attached for review is the Solicitation Waiver and Quote. Upon approval at today's meeting, the Solicitation Waiver will be presented to the Chair for signature and a requisition processed to issue a purchase order to Centrisys.

Budget/Impact: Neutral; expenditure of \$850,000 for the purchase of the equipment. Standardizing to the equipment carries no budget impact. Funding available in ZF445535-564101 (Marion County Utility Fund).

Recommended Action: Motion to approve Standardization and allow staff to issue the Purchase Order to Centrisys Corporation under 24ST-117.

7.5.7. Request Approval of Task Order for Civil/Site Engineers for Miscellaneous Projects: 23Q-087-TO-14 Evaluation and Appraisal Report and Planned Service Area Study - Kimley-Horn and Associates, Inc., Ocala, FL (Budget Impact - Neutral; expenditure of \$220,160 as approved in FY 2023-24 budget)

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

Description/Background: On June 6th, 2023, the Board approved contracts with 10 engineering firms to provide various civil/site-related engineering services for the County. Firms are selected based on area of specialty and equitable distribution of work among all firms in accordance with §287.055.

Kimley-Horn & Associates, Inc. (KHA) was selected to provide professional consulting services to prepare the Marion County Evaluation and Appraisal Report (EAR) as mandated by Florida State Statutes Chapter 163 and a Planned Service Area (PSA) Study. The EAR will provide long-term guidance for the County to make decisions regarding growth and services over the next 25 years.

The PSA analysis, as part of the EAR, will allow Marion County to establish a framework to evaluate, identify, and implement PSAs as well as create a framework to be used in future PSA planning.

Attached for review is the contract for KHA. Pending approval at today's meeting, it will be forwarded to the vendor for signature and then routed to the clerk and chair for same.

Budget/Impact: Neutral; total expenditure shall not exceed \$220,160. Funding is from line AA320515-531109.

Recommended Action: Motion to approve and upon approval by Legal, authorize the Chairman to execute the agreement with Kimley-Horn and Associates, Inc. under 23Q-087-TO-14.

7.5.8. Request Approval of Task Order for Geotechnical Engineering Services: 22Q-228-TO-03 SW 38th/40th St Phase A and B - Geo-Technologies, Inc., Ocala, FL (Budget Impact - Neutral; expenditure of \$71,704 as approved in the FY 2023-24 budget)

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

Description/Background: On October 17, 2023, the Board approved contracts with five (5) geotechnical firms to provide various services for the county. These services include, but are not limited to, material testing, laboratory testing, monitoring, analyzing, and reporting data, and more. The Office of the County Engineer (OCE) has assigned geotechnical engineering services for the road improvement of SW 38th St/SW 40th St Phase A and B to Geo-Technologies, Inc. The work includes:

- 34 auger borings along the centerline 500 feet apart to identify soil type encountered.
- 5 additional soil profiles for unsuitable materials.
- 49 drainage retention area borings to a depth of 20 feet, along with horizontal and vertical permeability tests and fillable porosity tests

OCE will receive a report presenting findings, evaluations, and recommendations. Attached for review is the proposal along with the fee schedule. Pending approval at today's meeting, the purchase order will be released to Geo-Technologies, Inc. Budget/Impact: Neutral; expenditure not to exceed \$71,703.50. Funding is from GB772541-563512 - Impact Fee - West District.

Recommended Action: Motion to approve the recommendation and authorize staff to issue the Task Order to Geo- Technologies, Inc. under 22Q-228-TO-03.

7.5.9. Request Approval of Task Order for Program Management Services for the American Rescue Plan Act Grant Projects: 21Q-227-TO-13 Phase II of the Marion Oaks Water Main Extension Construction Phase Services - Kimley-Horn and Associates, Inc., Ocala, FL (Budget Impact - Neutral; expenditure of \$150,130 as approved in the American Rescue Plan Act budget)

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

Description/Background: At its October 5, 2021 meeting, 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 II 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.

A copy of KHA's proposal, including the scope of work, is attached for review and will become part of the project file and backup to the purchase order.

Budget/Impact: Neutral; expenditure of \$150,130. Funding from line FF449536-563102 (American Rescue Plan - SLFRF). Project Code UTCEXT002.

Recommended Action: Motion to approve and authorize staff to issue Purchase Order to Kimley-Horn and Associates, Inc. under Task Order 21Q-227-TO-13.

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

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

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

1. Pending Requisition/Stryker Sales Corporation - Marion County Fire Rescue requests approval to purchase four (4) Lucas 3, v3.1 Chest Compression System devices (\$13,877.00 ea.), four (4) Lucas Desk-top Battery Chargers (\$824.14 ea.), four (4) Lucas External Power Supply (\$270.00 ea.), four (4) Lucas Rechargeable Batteries (\$535.00 ea.), Trade-in credit (\$2,500.00), Freight/Shipping (\$954.52) to equip the remaining

transport units and includes one (1) unit to use as a spare. Total expenditure of \$52,979.08; funds are available in line AA305526-564101 (General Fund). This purchase meets competitive bidding requirements under contract 12C-193.

2. Pending Requisition/Genserve, LLC - Marion County Utilities requests approval to purchase one (1) 210 KW Diesel Generator to include a level 2 aluminum enclosure, critical grade silencer, dual rate battery charger, engine starting battery, and two (2) year warranty, with remaining specifications listed on attached quote. Total expenditure of \$56,225. Funds are available in line ZF442533-564101 (Marion County Utility Fund). This meets the competitive bidding requirements under Florida Sheriff's Association Contract #FSA23-EQU21.0.
3. Pending Requisition/Bozard Ford Company - Marion County Sheriff's Office requests approval to purchase three (3) 2025 Ford Interceptor AWD 3.3L Utility Vehicles. Specifications include 10-speed automatic transmission, keyless entry, driver side spotlight, backup camera mirror display, Bluetooth, wiring grill, lamp, siren, speakers, reverse sensing, noise suppression bonds, with remaining specifications listed on attached quote (\$46,666/each). Total expenditure of \$139,998. Funds are available in line VJ737521-564101 (Infrastructure Surtax Capital Project Fund) with Project Code STC0737VE. This meets the competitive bidding requirements under Florida Sheriff's Association Contract #FSA23-VEL31.0.

Recommended Action: Motion to approve requested purchases.

(Ed. Note: This Item was approved with Budget Amendment Resolution 24-R-109 (Item 5.1.7.).

7.6. Transportation - County Engineer:

7.6.1. Request Approval of Improvement Agreement with Surety Bond for Falls of Ocala Unit 2 Subdivision, Application Number 30739 (Budget Impact - None)

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

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

The County Attorney's office has reviewed and approved the Improvement Agreement with Surety Bond in the amount of \$1,036,683.30. This subdivision is located in the southwest portion of the County and contains 86 lots and 16 tracts on 28.20 acres with .76 miles of private roads.

Budget/Impact: None.

Recommended Action: Motion to approve the attached Improvement Agreement with Surety Bond and to authorize the Chair and Clerk to execute the same.

7.6.2. Request Approval of a Purchase Agreement Associated with the SW 49th Avenue Segment F Road Improvement Project for Parcel 8009-1186-05 (Budget Impact - Neutral; expenditure of \$50,000 plus closing cost as approved in the FY 2023-24 budget)

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

Description/Background: This is a request to approve a Purchase Agreement in the amount of \$50,000 plus closing cost for parcel 8009-1186-05 associated with the SW 49th Avenue - Segment F Road Improvement Project (from Marion Oaks Manor north to SW 142nd Place Road). This unimproved residential parcel consists of approximately 0.24 acres. The negotiated agreement is inclusive of any and all cost associated with this transaction. There is cost savings recognized in this negotiation by avoiding additional costs that occur during condemnation proceedings.

Budget/Impact: Neutral; expenditure of \$50,000 plus closing cost (STC073813-VJ38541-561301).

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

7.6.3. Request Re-Approval of a Purchase Agreement Associated with the SW 49th Avenue - Segment F Road Improvement Project for Parcel Number 8009-1186-08 (Budget Impact - Neutral; expenditure of \$50,400 plus closing cost as approved in the FY 2023-24 budget)

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

Description/Background: This is a request to re-approve a purchase agreement in the amount of \$50,400 plus closing costs for parcel number 8009-1186-08 associated with the SW 49th Avenue - Segment F Road Improvement Project (from Marion Oaks Manor North to SW 142nd Place Road). This unimproved residential parcel consists of approximately 0.36 acres. The negotiated purchase price is inclusive of all fees and there is a cost savings recognized in this negotiation by avoiding additional costs that occur during condemnation proceedings. Staff recommends approval.

This agenda item was originally considered by the Board as a Consent Agenda Item during their regularly scheduled meeting on February 20, 2024. Closing costs were not included on the previous agenda item, but will be required in addition to the negotiated purchase price of \$50,400 for closing.

Budget/Impact: Neutral; expenditure of \$50,400 plus closing costs (STC073813-VJ738541-561301)

Recommended Action: Motion to re-approve the Purchase Agreement plus closing costs and authorize the Chair and Clerk to execute the same.

7.6.4. Request Approval of an Indemnification Agreement Between 95th Street Holdings, LLC and Marion County for the Proposed Pioneer Ranch Phase 2 Subdivision, Application Number 31006 (Budget Impact - None)

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

Description/Background: This is a request seeking approval of an Indemnification Agreement associated with Land Development Code Section 2.18.4.E, which allows for up to 10% of the total lots to be constructed in a subdivision prior to recording the Final Plat. The five (5) conditions outlined in the proposed Indemnification Agreement have been met and the County Attorney's office has

approved the proposed agreement for Pioneer Ranch Phase 2 Subdivision. This will allow up to 18 individual building permits to be issued prior to Final Plat approval.

This subdivision is located in the southwest portion of the County and contains 189 lots and three (3) tracts on 57.42 acres with 1.31 miles of private roads.

Budget/Impact: None.

Recommended Action: Motion to approve the attached Indemnification Agreement between 95th Street Holdings, LLC and Marion County for the proposed Pioneer Ranch Phase 2 Subdivision and authorize the Chair and Clerk to execute the same.

7.6.5. Request to Approve and Adopt the “NW Highway 225A Right of Way Map (NW Highway 225A and North US Highway 27 Intersection)” from Approximately 1,300 Feet South of US Highway 27 to Approximately 1,500 Feet North of US Highway 27 (Budget Impact - None)

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

Description/Background: This is a request to approve and adopt the “NW Highway 225A Right of Way Map (NW Highway 225A and North US Highway 27 Intersection)” from approximately 1,300 feet south of US Highway 27 to approximately 1,500 feet north of US Highway 27.

The recording of the road right-of-way map shall deem the depicted land has been conveyed to the public, and all right, title, easement and appurtenances in and to the road shall be vested to Marion County.

Budget/Impact: None.

Recommended Action: Motion to approve and adopt the “NW Highway 225A Right of Way Map (NW Highway 225A and North US Highway 27 Intersection)” from approximately 1,300 feet south of US Highway 27 to approximately 1,500 feet north of US Highway 27 and authorize the Chair and Clerk to execute the same.

7.6.6. Request Approval of an Indemnification Agreement Between 95th Street Holdings, LLC and Marion County for the Proposed Pioneer Ranch Phase 5 Subdivision, Application Number 31007 (Budget Impact - None)

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

Description/Background: This is a request seeking approval of an Indemnification Agreement associated with Land Development Code Section 2.18.4.E, which allows for up to 10% of the total lots to be constructed in a subdivision prior to recording the Final Plat. The five (5) conditions outlined in the proposed Indemnification Agreement have been met and the County Attorney’s office has approved the proposed agreement for Pioneer Ranch Phase 5. This will allow up to nine (9) individual building permits to be issued prior to Final Plat approval.

This subdivision is located in the southwest portion of the County and contains 99 lots and four (4) tracts on 14.84 acres with 0.48 miles of private roads.

Budget/Impact: None.

Recommended Action: Motion to approve the attached Indemnification Agreement between 95th Street Holdings, LLC and Marion County for the proposed Pioneer

Ranch Phase 5 Subdivision and authorize the Chair and Clerk to execute the same.

7.6.7. Request to Approve an Agreement, Resolution, and Notice in Association with a Parcel Exchange between Marion County and Sandy Clay, LLC (Budget Impact - None)
The Board accepted the following recommendation to adopt Resolution 24-R-117 as presented by County Engineer Cohoon, OCE:

Description/Background: This is a request to approve an Agreement, Resolution, and Notice in association with a parcel exchange between Marion County and Sandy Clay, LLC. Sandy Clay has requested conveyance of a Marion County owned parcel number 37896-000-01 in exchange for Sandy Clay constructing and maintaining the Stormwater Management System and granting the County easements to the property.

Budget/Impact: None.

Recommended Action: Motion to approve Agreement, Resolution, and Notice and authorize Chair and Clerk to execute same.

Resolution 24-R-117 is entitled:

A RESOLUTION OF MARION COUNTY, FLORIDA, AUTHORIZING
EXCHANGE OF PROPERTIES

7.7. Utilities:

7.7.1. Request Approval to Repeal Resolution 23-R-556 and Approve Replacement Resolution to Support Short Water Line Extension Program SWL-077 (Applicant - Nicchio Real Estate Investments, LLC) (Budget Impact - None)

The Board accepted the following recommendation to adopt Resolution 24-R-118 as presented by Utilities Director Jody Kirkman:

Description/Background: On August 17, 2021, the Board approved \$5 million for the development and executions of a Short Water Line Extension Program (Program) providing subsidies for qualified applicants. On October 18, 2022, the Board approved Ordinance 22-43, which among other things, establishes the basic requirements for the Program. Property owners must apply and be qualified for the Program, which will include support of a future water main construction project when the owner's property is within 50 to 500 feet of water main.

Marion County Utilities (MCU) verified parcel numbers 8003-0411-13 for participation in the Program, shown within the Resolution on Exhibit A - Application for the Short Water Line Extension Program. During review, MCU recognized the opportunity to design the extension beyond the owner's obligation as shown within the Resolution on Exhibit B. The project provides for seven (7) benefitting parcels and total project costs are shown within the Resolution on Exhibit C, based on MCU's current bid pricing. When the pro rata share cost is derived for each parcel located within the discrete geographical area, each owner will pay the pro rata share of \$2,881.43 per parcel.

After recording Resolution 23-R-556, it was discovered a benefitting lot had not been included. This resulted in the total number of lots increasing by one (1) and the pro rata share cost was adjusted accordingly. Both items have been corrected by this new Resolution.

Budget/Impact: None.

April 2, 2024

Recommended Action: Motion to approve and authorize the Chairman and Clerk to Repeal Resolution 23-R-556 and execute the Replacement Resolution of Short Water Line Extension Program SWL-077.

Resolution 24-R-118 is entitled:

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, TO SUPPORT THE SHORT WATER LINE EXTENSION PROGRAM; PROVIDING CERTAIN FINDINGS AND AUTHORITY; ESTABLISHING THE SHORT WATER LINE EXTENSION PROGRAM SERVICE AREA; ESTABLISHING ONE-TIME CAPITAL CONNECTION FEE FOR THE SERVICE AREA; REPEALING RESOLUTION NO. 23-R-556 AND PROVIDING AN EFFECTIVE DATE.

7.7.2. Request Approval of Short Water Line Extension Program Resolution to Support SWL-100 (Applicant - Aldana Contracting, LLC) (Budget Impact - Neutral; expenditure of \$34,899 as approved in FY 2023-24 budget)

The Board accepted the following recommendation to adopt Resolution 24-R-119 as presented by Utilities Director Kirkman:

Description/Background: On August 17, 2021, the Board approved \$5 million for the development and executions of a Short Water Line Extension Program (Program) providing subsidies for qualified applicants. On October 18, 2022, the Board approved Ordinance 22-43, which among other things, establishes the basic requirements for the Program. Property owners must apply and be qualified for the Program, which will include support of a future water main construction project when the owner's property is within 50 to 500 feet of water main.

Marion County Utilities (MCU) verified parcel numbers 8009-1181-21, 8009-1181-22, and 8009-1181-23 for participation in the Program, shown within the Resolution on Exhibit A - Application for the Short Water Line Extension Program. During review, MCU recognized the opportunity to design the extension beyond the owner's obligation as shown within the Resolution on Exhibit B. The project provides for seven (7) benefitting parcels and total project costs are shown within the Resolution on Exhibit C, based on MCU's current bid pricing. When the pro rata share cost is derived for each parcel located within the discrete geographical area, each owner will pay the pro rata share of \$4,985.50 per parcel.

Budget/Impact: Neutral; Project cost is \$34,899, plus 10% contingency in accordance with the Procurement Manual. Funding is from FF449536-563102 with project code UTCEXT001.

Recommended Action: Motion to approve and authorize the Chairman and Clerk to execute the Short Water Line Extension Program Resolution and issue a purchase order for T&C Underground under 22P-146.

Resolution 24-R-119 is entitled:

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, TO SUPPORT THE SHORT WATER LINE EXTENSION PROGRAM; PROVIDING CERTAIN FINDINGS AND AUTHORITY; ESTABLISHING THE SHORT WATER LINE EXTENSION PROGRAM SERVICE AREA; ESTABLISHING ONE-TIME CAPITAL CONNECTION FEE FOR THE SERVICE AREA; AND PROVIDING AN EFFECTIVE DATE.

7.7.3. Request Approval of Short Water Line Extension Program Resolution to Support SWL-114 (Applicant - Build 4U Homes, Inc.) (Budget Impact - Neutral; expenditure of \$81,310 as approved in the FY 2023-24 budget)

The Board accepted the following recommendation to adopt Resolution 24-R-120 as presented by Utilities Director Kirkman:

Description/Background: On August 17, 2021, the Board approved \$5 million for the development and executions of a Short Water Line Extension Program (Program) providing subsidies for qualified applicants. On October 18, 2022, the Board approved Ordinance 22-43, which among other things, establishes the basic requirements for the Program. Property owners must apply and be qualified for the Program, which will include support of a future water main construction project when the owner's property is within 50 to 500 feet of water main.

Marion County Utilities (MCU) verified parcel number 4702-018-004 for participation in the Program, shown within the Resolution on Exhibit A - Application for the Short Water Line Extension Program. This project is designed to meet only the permitted parcel's code compliance requirements as shown within the Resolution on Exhibit B. The project provides for seven (7) benefitting parcels and total project costs are shown within the Resolution on Exhibit C, based on MCU's current bid pricing. When the pro rata share cost is derived for each parcel located within the discrete geographical area, each owner will pay the pro rata share of \$5,000 per lot that the Board recommended as the maximum pro rata share per parcel.

Budget/Impact: Neutral; Project cost is \$81,310, plus 10% contingency in accordance with the Procurement Manual. Funding is from FF449536-563102 with project code UTCEXT001.

Recommended Action: Motion to approve and authorize the Chairman and Clerk to execute the Short Water Line Extension Program Resolution and issue a purchase order for T&C Underground under 22P-146.

Resolution 24-R-120 is entitled:

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, TO SUPPORT THE SHORT WATER LINE EXTENSION PROGRAM; PROVIDING CERTAIN FINDINGS AND AUTHORITY; ESTABLISHING THE SHORT WATER LINE EXTENSION PROGRAM SERVICE AREA; ESTABLISHING ONE-TIME CAPITAL CONNECTION FEE FOR THE SERVICE AREA; AND PROVIDING AN EFFECTIVE DATE.

7.7.4. Request Approval of Short Water Line Extension Program Resolution to Support SWL-132 (Applicant - SkyHomes Building Services, LLC) (Budget Impact - Neutral; expenditure of \$38,615 as approved in the FY 2023-24 budget)

The Board accepted the following recommendation to adopt Resolution 24-R-121 as presented by Utilities Director Kirkman:

Description/Background: On August 17, 2021, the Board approved \$5 million for the development and executions of a Short Water Line Extension Program (Program) providing subsidies for qualified applicants. On October 18, 2022, the Board approved Ordinance 22-43, which among other things, establishes the basic

requirements for the Program. Property owners must apply and be qualified for the Program, which will include support of a future water main construction project when the owner's property is within 50 to 500 feet of water main.

Marion County Utilities (MCU) verified parcel number 8007-1064-24 and 8007-1064-25 for participation in the Program, shown within the Resolution on Exhibit A - Application for the Short Water Line Extension Program. This project is designed to meet only the permitted parcel's code compliance requirements as shown within the Resolution on Exhibit B. The project provides for four (4) benefitting parcels and total project costs are shown within the Resolution on Exhibit C, based on MCU's current bid pricing. When the pro rata share cost is derived for each parcel located within the discrete geographical area, each owner will pay the pro rata share of \$5,000 per lot that the Board recommended as the maximum pro rata share per parcel.

Budget/Impact: Neutral; Project cost is \$38,615, plus 10% contingency in accordance with the Procurement Manual. Funding is from FF449536-563102 with project code UTCEXT001.

Recommended Action: Motion to approve and authorize the Chairman and Clerk to execute the Short Water Line Extension Program Resolution and issue a purchase order for T&C Underground under 22P-146.

Resolution 24-R-121 is entitled:

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, TO SUPPORT THE SHORT WATER LINE EXTENSION PROGRAM; PROVIDING CERTAIN FINDINGS AND AUTHORITY; ESTABLISHING THE SHORT WATER LINE EXTENSION PROGRAM SERVICE AREA; ESTABLISHING ONE-TIME CAPITAL CONNECTION FEE FOR THE SERVICE AREA; AND PROVIDING AN EFFECTIVE DATE.

7.7.5. Request Approval of Short Water Line Extension Program Resolution to Support SWL-140 (Applicant - Juan Camilo Perez, LLC) (Budget Impact - Neutral; expenditure of \$24,496 as approved in FY 2023-24 budget)

The Board accepted the following recommendation to adopt Resolution 24-R-122 as presented by Utilities Director Kirkman:

Description/Background: On August 17, 2021, the Board approved \$5 million for the development and executions of a Short Water Line Extension Program (Program) providing subsidies for qualified applicants. On October 18, 2022, the Board approved Ordinance 22-43, which among other things, establishes the basic requirements for the Program. Property owners must apply and be qualified for the Program, which will include support of a future water main construction project when the owner's property is within 50 to 500 feet of water main.

Marion County Utilities (MCU) verified parcel number 8005-0851-13 for participation in the Program, shown within the Resolution on Exhibit A - Application for the Short Water Line Extension Program. This project is designed to meet only the permitted parcel's code compliance requirements as shown within the Resolution on Exhibit B. The project provides for three (3) benefitting parcels and total project costs are shown within the Resolution on Exhibit C, based on MCU's current bid pricing. When the pro rata share cost is derived for each parcel located within the discrete geographical area, each owner will pay the pro rata share of

\$5,000 per lot that the Board recommended as the maximum pro rata share per parcel.

Budget/Impact: Neutral; Project cost is \$24,496, plus 10% contingency in accordance with the Procurement Manual. Funding is from FF449536-563102 with project code UTCEXT001.

Recommended Action: Motion to approve and authorize the Chairman and Clerk to execute the Short Water Line Extension Program Resolution and issue a purchase order for T&C Underground under 22P-146.

Resolution 24-R-122 is entitled:

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, TO SUPPORT THE SHORT WATER LINE EXTENSION PROGRAM; PROVIDING CERTAIN FINDINGS AND AUTHORITY; ESTABLISHING THE SHORT WATER LINE EXTENSION PROGRAM SERVICE AREA; ESTABLISHING ONE-TIME CAPITAL CONNECTION FEE FOR THE SERVICE AREA; AND PROVIDING AN EFFECTIVE DATE.

7.7.6. Request Approval of Short Water Line Extension Program Resolution to Support SWL-143 (Applicant - Robert Veith) (Budget Impact - Neutral; expenditure of \$47,464 as approved in FY 2023-24 budget)

The Board accepted the following recommendation to adopt Resolution 24-R-123 as presented by Utilities Director Kirkman:

Description/Background: On August 17, 2021, the Board approved \$5 million for the development and executions of a Short Water Line Extension Program (Program) providing subsidies for qualified applicants. On October 18, 2022, the Board approved Ordinance 22-43, which among other things, establishes the basic requirements for the Program. Property owners must apply and be qualified for the Program, which will include support of a future water main construction project when the owner's property is within 50 to 500 feet of water main.

Marion County Utilities (MCU) verified parcel numbers 3578-006-017 for participation in the Program, shown within the Resolution on Exhibit A - Application for the Short Water Line Extension Program. During review, MCU recognized the opportunity to design the extension beyond the owner's obligation as shown within the Resolution on Exhibit B. The project provides for eight (8) benefitting parcels and total project costs are shown within the Resolution on Exhibit C, based on MCU's current bid pricing. When the pro rata share cost is derived for each parcel located within the discrete geographical area, each owner will pay the pro rata share of \$5,000 per lot that the Board recommended as the maximum pro rata share per parcel.

Budget/Impact: Neutral; Project cost is \$47,464, plus 10% contingency in accordance with the Procurement Manual. Funding is from FF449536-563102 with project code UTCEXT001.

Recommended Action: Motion to approve and authorize the Chairman and Clerk to execute the Short Water Line Extension Program Resolution and issue a purchase order for T&C Underground under 22P-146.

Resolution 24-R-123 is entitled:

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, TO SUPPORT THE SHORT WATER LINE

EXTENSION PROGRAM; PROVIDING CERTAIN FINDINGS AND AUTHORITY; ESTABLISHING THE SHORT WATER LINE EXTENSION PROGRAM SERVICE AREA; ESTABLISHING ONE-TIME CAPITAL CONNECTION FEE FOR THE SERVICE AREA; AND PROVIDING AN EFFECTIVE DATE.

7.7.7. Request Approval of Resolution to Support the Voluntary Connection to Marion County Utilities Water System within Marion Oaks Units 7 and 10 as the Designated Program Area (Budget Impact - Neutral)

The Board accepted the following recommendation to adopt Resolution 24-R-124 as presented by Utilities Director Kirkman:

Description/Background: On August 17, 2021, the Board approved use of American Rescue Plan Act (ARPA) funds to extend Marion County Utilities' (MCU) water system in Marion Oaks Units 7 and 10 (the "Program Area"). MCU worked with a design-build team led by Quality Enterprises USA, LLC (QE) to develop construction plans for this project. On March 19, 2024, the Board approved the Guaranteed Maximum Price contract with QE for construction of this project. This Resolution provides grant funding to connect developed properties to the new water mains within the Program Area and requires property owners to complete a utilities service agreement with MCU within 90-days of notification that connection is available. The Resolution also establishes a surcharge applicable within the Program Area for undeveloped properties and developed properties that do not establish a service agreement with MCU within 90-days of notification that connection is available. It is noted the on January 17, 2023, the Board enacted Resolution 23-R-11, which established, among other things, that surcharges should be pro-rata share based on construction cost (established by bid), not to exceed \$5,000 for connection to the water system.

Budget/Impact: Neutral.

Recommended Action: Motion to approve and authorize the Chairman and Clerk to execute the Resolution to support the Voluntary Connection to Marion County Utilities Water System.

Resolution 24-R-124 is entitled:

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, TO SUPPORT THE VOLUNTARY CONNECTION TO MARION COUNTY UTILITIES WATER SYSTEM; PROVIDING CERTAIN FINDINGS; PROVIDING CERTAIN DEFINITIONS; ESTABLISHING THE DESIGNATION OF PROGRAM AREA; PROVIDING GRANT FUNDING FOR DEVELOPED PROPERTIES WITHIN THE PROGRAM AREA; ESTABLISHING A WATER SURCHARGE FOR UNDEVELOPED PROPERTIES WITHIN THE DESIGNATED PROGRAM AREA; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

7.7.8. Request Approval of Facility Encroachment Agreement Between CSX Transportation, Inc. and Marion County Utilities (Budget Impact - None)

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

Description/Background: The Florida Department of Environmental Protection Grant Agreement LPS0094 was approved by the Board on April 4, 2023. This grant agreement funds construction of a water main to interconnect Marion County Utilities' Irish Acres Water Treatment Plant and East Side Consolidated water system. The interconnect project requires installation of a sixteen-inch water main beneath the CSX railway at NE 49th Street east of NE 36th Ave. The Facility Encroachment Agreement presented today provides approval from CSX to proceed with constructing this project as it applies to the CSX railway crossing. Budget/Impact: None.

Recommended Action: Motion to approve and authorize the Chairman and Clerk to execute the Facility Encroachment Agreement with CSX Transportation, Inc.

NEW BUSINESS: Commissioner Bryant commented on the Utilities Department's Short Water Line Extension Program, noting she would like an update on how that program is going and if the County is seeing if any property owners are taking advantage of the connections that have already been made.

County Administrator Bouyounes stated the information would be brought back to the Board at the next regularly scheduled BCC meeting.

8. COUNTY ATTORNEY: NONE.

9. COUNTY ADMINISTRATOR:

9.1. Request for Release of Lien on Code Enforcement Case Number 548264JB; Parcel Number 16560-048-00

Growth Services Director Chuck Varadin presented the following recommendation:

Description/Background: On June 23, 2011, a Code Enforcement abatement lien for \$ 2,856.08, plus interest at 12%, was recorded against Sonia Joseph for the demolition of a single-family residence, and removal of junk located on the 0.18-acre property at 5726 NE 166th Terrace, Silver Springs.

The property owner recently learned of the lien and has requested relief of the lien. Additional administrative costs for recording, postage, and a collection agency fee totaling \$32.23 have been added to the payoff amount for the lien.

Code Enforcement Board liens	\$ 0	\$ 0
Abatement lien	\$ 2,856.08	\$ 2,856.08
Abatement interest*	\$ 3,686.30	\$ 1,446.77 (flat 4%)
Administrative fees/costs	\$ 32.23	\$ 32.23
Total	\$ 6,574.61	\$ 4,335.08

**Interest accrued against the lien at a rate of 12% up to July 20, 2020, then adjusted annually per the rate set by the Florida Chief Financial Officer (CFO) on January 1st of each year thereafter.*

Marion County Property Appraiser shows the 2023 Market Value is \$5,440, and an Assessed Value at \$2,468.

Budget/Impact: None.

Recommended Action: Motion to deny a rescission of the liens for Case Number 548264JB; Parcel Number 16560-048-00, leaving the lien in full force and effect.

Growth Services Director Chuck Varadin provided a brief overview of the request for a reduction of lien regarding Code Enforcement Case Number 548264JB. He advised that

April 2, 2024

on June 16, 2010 there was a note signed by the property owner Sonia Joseph, who was made aware of the unsafe structure. On June 23, 2011 the lien was recorded against Ms. Joseph for the demolition of a single family residence and the removal of junk by Marion County. In February 2024 while performing a search on the property, Mr. Joseph stated he had just become aware of the lien against the property. Mr. Varadin advised that interest accrued against the lien at a rate of 12% up to July 20, 2020, then adjusted annually per the rate set by the Florida Chief Financial Officer (CFO) on January 1st of each year thereafter for a total of \$ 6,574.61. If the Board chooses to utilize a flat rate of 4% interest the lien total would be reduced to \$ 4,335.08. He noted the market value for the property is \$5,440.00.

Mr. Varadin stated staff's recommendation is to deny a rescission of the lien.

In response to Chairman Stone, Mr. Varadin advised that he did not see the applicant, Sonia Joseph in the audience.

Chairman Stone noted per the Property Appraiser's Office the property's 2023 market value is listed at \$5,440.00, with an assessed value of \$2,468.00.

A motion was made by Commissioner Bryant, seconded by Commissioner Curry, to reduce the lien to hard costs in the amount of \$2,856.08, plus the Administrative fees in the amount of \$32.23 for a total lien of \$2,888.31. The motion was unanimously approved by the Board (5-0).

10. COMMITTEE ITEMS: NONE

11. NOTATION FOR ACTION:

11.1. Request Approval to Schedule and Advertise a Public Hearing to Adopt Annual Rate Resolutions and Certify Non-Ad Valorem Assessment Rolls for Fire Rescue, Solid Waste and Stormwater Services on Tuesday, September 10, 2024 at 10:30 a.m. or as soon Thereafter in the McPherson Governmental Campus Auditorium

MSTU Director Chad Wicker presented the following recommendation:

Description/Background: This is a request to schedule and advertise a Public Hearing to adopt annual rate resolutions and certify the non-ad valorem assessment rolls for fire rescue, solid waste and stormwater services. These annual rate resolutions are required to be adopted on an annual basis per Florida Statutes.

Budget/Impact: None.

Recommended Action: Motion to schedule and advertise a public hearing to adopt annual rate resolutions and certify non-ad valorem assessment rolls for fire rescue, solid waste and stormwater services on Tuesday, September 10, 2024 at 10:30 a.m. thereafter in the McPherson Governmental Campus Auditorium.

A motion was made by Commissioner Bryant, seconded by Commissioner McClain, to schedule and advertise a public hearing to adopt annual rate resolutions and certify non-ad valorem assessment rolls for fire rescue, solid waste and stormwater services on Tuesday, September 10, 2024 at 10:30 a.m. thereafter in the McPherson Governmental Campus Auditorium. The motion was unanimously approved by the Board (5-0).

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

Chairman Stone opened the floor for public comment.

Roger Knechtel, SE 97th Terrace Road, Summerfield, commented on the commitment to close at least 3 Planned Parenthood offices every 40 days. He presented a 1 page handout entitled, "Celebrating 5,000+ Lives Saved" and advised of a new procedure relating to abortion options known as the "reverse pill" to help save the lives of unborn babies.

Mr. Knechtel commented on a new subdivision called Sunset Hills located north of County Road (CR) 42, which will construct 320 new homes and expressed concern relating to water and sewer.

Brad Lamplot, SW 10th Street, addressed the Board regarding the MCSO Training Center Gun Range and the noise that is generated from this site. He advised that it starts at 8:00 a.m. and goes on until 8:30 p.m. six days per week. Mr. Lamplot stated he called MCSO at 6:30 p.m., 7:30 p.m., and again at 8:30 p.m. just as documentation calls so that there would be a record of this matter. He advised that he spoke with the Range Master due to this issue and the Range Master eliminated use of the range on Sunday's, noting he was unaware the site was going to be a gun range until it opened. Mr. Lamplot noted he lives in the Thoroughbred Acres subdivision, which contains 300 homes. He advised that his home is approximately 150 yards from the gun range and expressed concern with the process of how a gun range was approved on this property. Mr. Lamplot noted the gun noise can be heard from over one to two miles away. He stated he met with Airport Manager Mike Grawe, who reported to him that he can hear the noise from the gun range at the airport.

Chairman Stone clarified that zoning requests require notification (letter) to be mailed to property owners within 300 feet from the subject site, as well as publicly noticed in the newspaper.

County Administrator Bouyounes advised that Facilities Director Jared Goodspeed is coordinating with the MCSO to see if anything else can be done to mitigate any impact to surrounding properties.

Chairman Stone noted it is the ten o'clock hour. She advised that the Board would continue with the General Public Comment after the public hearing is concluded.

6. PUBLIC HEARINGS (Request Proof of Publication) at 10:00 am: Public participation is encouraged. When prompted, please step up to the podium and state your name and address for the record. Please limit your comments to the specific issue being addressed.

6.1. PUBLIC HEARING First of Two Public Hearings to Consider an Ordinance to Amend the Marion County Land Development Code Division 4.2. – Zoning Classification, to Reformat the List of Permitted and Special Use Permit Uses, Development Standards, Setbacks for Uses and Structures for Principle, General Accessory, and Specialty Uses from a List Format to a Table Format, and Provide for Scrivener Corrections

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

Description/Background: Land Development Code (LDC) Division 4.2, Zoning Classification, currently presents permitted and special use permit uses as a separate series of lists for each respective zoning classification district. Some of the lists then include references to other zoning classifications for inclusion without fully listing those uses in that referencing section, such as Community Business (B-2) uses including Neighborhood Business (B-1) uses. Staff and the general

public have noted the format creates difficulties when attempting to discern a site's eligible uses. Additionally, the format creates difficulties for users to search potential uses to identify a zoning classification where a particular use may be conducted. Along with the uses, the setbacks for uses and structures are also in a list form making identification of some of those setback standards difficult to identify. Staff proposes to amend LDC Division 4.2 to convert the List of Permitted and Special Use Permit Uses, Development Standards, Setbacks for Uses and Structures for Principle, General Accessory, and Specialty Uses into a complete table format that lists uses related to groupings of the zoning classifications focused on agriculture, residential, commercial, and industrial groupings.

Staff also proposes revisions to address scrivener errors regarding LDC Section 4.2.22 being titled "rural resort" instead of "recreational resort" and correcting the formatting of LDC Section 4.2.31.D wherein letters rather than parenthesized numbers were improperly used.

The proposed were considered by the Land Development Regulation Commission (LDRC) in a public hearing held on November 8, 2023 at 5:30 p.m. consistent with Section 2.4.3 of the LDC. At this public hearing, the LDRC considered the following items:

Item 1 of 4 - Proposed reformatted Division 4.2, Zoning Classification for Sections 4.2.2 through 4.2.30, less the Commercial zoning classifications (provided in Item 2). [Ordinance attachment]

Item 2 of 4 - Proposed reformatted Division 4.2, Zoning Classification for Sections 4.2.15 through 4.2.25 and the noted scrivener correction. [Ordinance attachment]

Item 3 of 4 - Full cumulative table listing all uses and zoning classifications for Division 4.2. [Reference only]

Item 4 of 4 - Proposed Scrivener Corrections for Sections 4.2.31.C(5) and D Planned Unit Development [Ordinance attachment].

After considering these items, and consistent with LDC Section 1.4.3.A and B, the LDRC voted to recommend approval of the proposed LDC amendments subject to further revisions proposed to Item 4 of 4, above.

This is the first of two (2) public hearings, and the second public hearing is scheduled for April 16, 2024, at 5:30 p.m.

Budget/Impact: None.

Recommended Action: Receive public comment and provide direction to staff; no further action until the second public hearing.

Deputy Clerk Lewter presented Proof of Publication of Legal ad No. 9951344 entitled, "Notice of Public Hearing" published in the Star Banner newspaper on March 18, 2024. The Notice states the Board will consider the adoption of an Ordinance amending the Marion County Land Development Code (LDC).

Deputy Director Kenneth Weyrauch, Growth Services, presented a 30 page handout entitled, "DIVISION 2. Zoning Districting" and a 30 page handout entitled, "Sec. 4.2.15 Requirements for all commercial and industrial zoning districts". He noted this is a staff initiated LDC change request where the format would be changed from a list format back to a tables format. Mr. Weyrauch stated there is a scrivener's error being corrected under Section 4.2.22, which should read Recreational Resort zoning classification and not Rural Resort zoning classification. He noted there were also several formatting errors in the Planned Unit Development (PUD) Section that will be cleaned up prior to the next public hearing.

Chairman Stone clarified that no major changes will be made except for the formatting in order to make the document more user friendly to the public. Mr. Weyrauch concurred.

Mr. Weyrauch advised that staff will be addressing and proposing other changes relating to buffers, etc., which will be addressed at a future Board workshop.

Commissioner Curry referred to Table 4.2-5 Commercial Zoning District Intent and Purpose Table (page 10 of the 30 page handout entitled, "Sec. 4.2.15 Requirements for all commercial and industrial zoning districts"), noting this table will be very helpful.

Chairman Stone opened the floor to public comment.

Dana Cauthen did not appear when called upon to speak.

Eric VanWagner, East Highway 329, Anthony, opined that the County and Horse Farms Forever (HFF) are severely overreaching, noting it is an infringement on private property rights. He commented on a future rezoning request by HFF relating to the RC-1 (Rural Commercial) zoning classification that will affect all A-1 (General Agriculture); A-2 (Improved Agriculture); and A-3 (Residential Agricultural Estate) properties, noting he has not received any notification about this request.

Commissioner Zalak clarified that anyone who has A-1 zoned property does not mean an automatic application has been made to go to RC-1.

Commissioner Zalak requested Mr. VanWagner meet with him and staff to discuss the matter after this morning's meeting.

Chairman Stone clarified that this public meeting is not addressing the zoning changes Mr. VanWagner is discussing.

Chairman Stone advised that public comment is now closed.

Mr. Weyrauch clarified that the only zoning classification being requested to be changed today is the scrivener's error being corrected under Section 4.2.22, which should read Recreational Resort zoning classification and not Rural Resort zoning classification.

Chairman Stone advised that the second of these two public hearings to consider an Ordinance to amend the Marion County LDC Division 4.2. – Zoning Classification is scheduled for Tuesday, April 16, 2024 at 5:30 p.m.

(Ed. Note: The Deputy Clerk is in receipt of 5 emails opposing the request.)

12. GENERAL PUBLIC COMMENTS: CONTINUED

David Adams did not appear when called upon to speak.

Bridgette Smith, SW 85th Avenue, addressed the Board in regard to consideration of a Health Freedom Resolution as the will of the people, similar to Collier County, which adopted Ordinance 2023-18 establishing the Health Freedom Bill of Rights. She advised that the request would provide Marion County residents with a Bill of Rights that would not recognize any authority of the World Health Organization (WHO) or any other international body to impose public health mandates within Marion County. Ms. Smith noted Sumter County also passed a Resolution regarding the right to refuse health directives by the WHO when it conflicts with the United States (US) Constitutional Bill of Rights. She advised that Sarasota County also established a Bill of Rights Resolution to be free from the commanding hands of the Federal Government, noting Sarasota is now known as a Sanctuary County in protecting medical freedom. Ms. Smith stated the WHO will convene in May 2024 to discuss the new pandemic treaty, to adopt new international regulations, and to adopt new guiding statements. She advised that last week during a trial the US Food and Drug Administration (FDA) admitted they knowingly withheld information about the positive efficacy of Ivermectin against COVID-19. Ms. Smith stated Florida Statute (FS) 381.0022 provides that a government entity or educational institution

April 2, 2024

may not adopt, implement, or enforce any international health organization public health policies unless via Executive Order. She opined that it is the will of the people to have local government protections against federal tyranny. Ms. Smith expressed concern that the WHO is heavily influenced by the Chinese Communist Party (CCP) and is a global threat to human freedom. She commented on local health providers who have patients sign waivers (privacy policies/Health Insurance Portability and Accountability Act (HIPPA) policies) advising that their personal information can be provided to oversight agencies. Ms. Smith requested the BCC consider creating a Bill of Rights for Marion County.

(Ed. Note: The Deputy Clerk received a copy of the proposed Resolution as discussed by Bridgette Smith.)

Dr. John Littell, address not provided, advised that he has been to the Polk County BCC meeting, as well as Tallahassee multiple times to address why doctors are not being allowed to prescribe lifesaving remedies to patients. He stated he has privileges at all the hospitals in Marion County and agreed with Bridgette Smith's comments, noting with every single admission, the most prominently displayed information is the patient's vaccine status. Dr. Littell commented on the need for more education or willingness to have discussions relating to this matter. He opined that in a sense, the BCC is ultimately responsible for the wellbeing of Marion County citizens. Dr. Littell advised that Florida's Surgeon General Dr. Joseph Ladapo is willing to come to Marion County to engage in an open forum with the medical community, noting he would like BCC support by signing a letter inviting the Surgeon General to come to Marion County to educate its citizenry and medical community about this issue.

Chairman Stone stated the BCC has never taken away freedom from anyone to do what they felt was best for them and has always supported individual rights, even during COVID-19.

In response to Commissioner Bryant, Dr. Littell clarified it is his request for the BCC to invite Florida's Surgeon General Dr. Joseph Ladapo to come to Marion County and speak, in an open forum, to the healthcare community.

Commissioner Bryant questioned whether Dr. Littell is requesting the BCC host the forum or just extend the invitation. Dr. Littell advised that if Dr. Ladapo had an invitation to come to Marion County, he would be willing to help with the logistics of making it happen, noting he has utilized the Ocala Police Department (OPD) auditorium as a venue in the past, as well as the College of Central Florida (CCF).

Chairman Stone advised that Administrator Mark Lander, Florida Department of Health (DOH) in Marion County, on behalf of the BCC, would be happy to take the lead role in discussing whether Dr. Ladapo would like to come to Marion County to address the issues.

General discussion ensued.

Commissioner Bryant stated she is willing to take on the task of reviewing the matter and bringing back recommendations for Board consideration. It was the general consensus of the Board to concur.

Bob Schmidt, SW 82nd Court Run, advised that he is in support of the recommendation by Dr. Littell, noting over the past 4 years citizens have witnessed the complete destruction of traditions that have grown from generations of Christianity and replaced by secularism and a government that demands inherence to a broad spectrum of doctrines that the founding fathers of the Constitution warned against. He opined that citizens have witnessed the evils and consequences of non-compliance with government mask mandates and vaccine mandates. Mr. Schmidt noted it is only because of the brave

physicians and politicians that citizens are able to intelligently discuss this topic. He stated citizens need a line of defense at every level of government. He requested the BCC extend the invitation to Dr. Ladapo to conduct a medical freedom forum and to have the BCC declare Marion County as Sanctuary County for medical freedoms.

In response to Chairman Stone, County Attorney Matthew Minter advised that as the Board's legal advisor he has not taken any position on whether or not the BCC should issue an invitation to the State Surgeon General, noting he did provide comments to the Board concerning a proposed Resolution, as suggested by Bridgette Smith, because he saw several legal issues and factual errors in it. He clarified that some of the issues were that the proposed Resolution would contradict what is in the Florida Statutes. Mr. Minter stated from time to time the Board has had advocacy groups appear on a wide range of topics stating that another local government has adopted a Resolution or Ordinance in support of their request. He opined that adopting something just because another local government adopted it is generally not a good idea. Mr. Minter advised that if the main objective of the proposed Resolution is related to whether the BCC would strongly advocate that the State of Florida and/or the US should not feel compelled to go along with what the WHO says, then the Board could do that, but reiterated there are other issues in the proposed Resolution. He commented on other issues related to the proposed Resolution. Mr. Minter addressed F.S., Chapter 381, which provides the ability for the government to appropriately address these conditions, balanced with safeguards to protect citizens individual rights.

In response to Chairman Stone, Mr. Minter commented on the waivers people sign in their doctor's office versus the waivers people sign in order to get computer software, computer applications, etc., that are used on a daily basis.

Commissioner McClain advised that he would like to work with staff to come up with a Resolution that states what the BCC stands for relating to citizen rights. He clarified that the Resolution would not have a legal affect, noting if the Board was going to do something like that it would have to be through the County's Code of Ordinances, similar to Collier County.

Commissioner Zalak commented on the issues he faced when his parents were in the hospital during the COVID-19 pandemic, noting his and his family's right to visit and advocate for them medically and during their most vulnerable times were taken away due to hospital restrictions. He noted his support for Commissioner McClain to work with staff to create a Marion County Health Freedom Bill of Rights.

Commissioner Curry stated he would like to see more coordination with the medical society.

General discussion ensued.

Rock Gibboney, NE 45th Terrace, Ocala, advised that many Nations are voting to give the WHO the right to dictate to citizens what would happen during any form of a pandemic, which he opined is fear mongering. He expressed his appreciation to the BCC for its efforts to protect citizens. Mr. Gibboney advised that the US and Canada are the only Countries in the world that allow pharmaceutical companies to advertise on television; therefore, those companies are controlling much of what is happening in the press.

He commented on the information that has recently come out relating to the pandemic regarding the medical treatment that could have been provided.

Adrienne Skoinik, SW 46th Terrace, stated she is a retired commercial real estate broker and is new to Marion County. She commented on the HIPPA forms handed out at doctors' offices, which notify the patient that they can sell their information. Ms. Skoinik advised

April 2, 2024

that Advent Hospital has an 18 page HIPPA form that has to be completed in order to see a primary doctor, noting there are other forms that advise that the medical provider can sell patient medical information to a foreign government. She noted she wrote a letter to Governor Ron DeSantis about this issue.

Henry Munoz, Marion Oaks Boulevard, opined that the Board should work with staff on a Health Freedom Bill of Rights, as well as inviting the Florida Surgeon General to Marion County.

Eric VanWagner, East Highway 329, addressed the Board in regard to issue with ingress and egress into Sparr Elementary School, noting there is only one way in and one way out. He stated the County placed a sign that parents cannot turn left into the school during school hours. Mr. VanWagner opined that it is a safety issue that entrance to the school is only from one direction. He advised that the same issue occurred at North Marion High School, noting he called the School Board who told him to call the road department, who told him to call the Sheriff's Department, who told him to call the School Board. Mr. VanWagner stated North Marion High School finally resolved the issue. He expressed concern with government overreach.

Commissioner Bryant out at 11:09 a.m.

Joseph Walker, SE 54th Place, Ocklawaha, addressed the Board in regard to a Code Enforcement lien from 2011, noting this issue should have been resolved by this time. He expressed concern that the Board provides relief for interest on these liens when that money could be used to address other litter issues.

Commissioner Bryant returned at 11:12 a.m.

Chairman Stone advised that public comment is now closed.

13. COMMISSIONER ITEMS:

13.1. Commission Comments

Commissioner McClain advised that he had nothing further to add.

Commissioner Curry presented a 1 page handout entitled, "2023 Detention Bureau – Jail Support Division Classifications" and advised that he has read several articles relating to crimes being committed by undocumented people coming into Marion County. He stated there are approximately 1,800 inmates monthly at the jail with 16 of those being undocumented (in 2022 there were 188 and in 2023 there were 190). Commissioner Curry advised that law enforcement is not given any indication of when, how, or where the undocumented people are coming into the County, noting his concern is that the undocumented people are being released without any information on where they live or if they have a job. He commented on the cost to provide housing, meals, and medical care to undocumented people in jail and questioned whether there are any Federal dollars that can be brought into Marion County to offset those expenditures. Commissioner Curry advised that Marion County gets its representation from US Immigration and Customs Enforcement (ICE) in Jacksonville, Florida, noting whenever an undocumented person is put in jail the information is electronically transferred to ICE. He stated depending on the severity of the crime, ICE may transport them out of the County to Jacksonville for deportation; otherwise, the person will go through the County's legal system, bond out and go back into the community.

Chairman Stone advised that the National Association of Counties (NACo) has taken this issue on and at the direction of the Florida Association of Counties (FAC), continues to

work on this issue at the Federal level. He commented on documented people who do come into Marion County to work.

General discussion ensued.

Commissioner Bryant stated she will bring this matter up at the next Public Safety Coordinating Council meeting.

Commissioner Bryant advised that she had nothing further to add.

Commissioner Zalak expressed his appreciation to all County employees.

Chairman Stone requested Board approval to attend the upcoming Leadership Florida Annual meeting to be held June 13 through 16, 2024.

Commissioner Zalak stated he would like to attend as well.

A motion was made by Commissioner Zalak, seconded by Commissioner McClain, to approve travel and expenses for Chairman Stone and Commissioner Zalak to attend the Leadership Florida Annual meeting to be held June 13 through 16, 2024. The motion was unanimously approved by the Board (5-0).

Chairman Stone reminded everyone that on Saturday, April 27, 2024 at 7:30 a.m. is the Run for the Springs event that will take place at Carney Island Recreation and Conservation Area.

13.2. Commission Calendar

13.2.1. Present Commission Calendar

The Chairman acknowledged receipt of the Commission calendar covering the period of April 2, 2024 through April 16, 2024.

14. NOTATION FOR RECORD:

14.1. County Administrator Informational Items: None.

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

14.3. General Informational Items:

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

14.4. Clerk of the Court:

14.4.1. Present Annual Audit Plan for CY 2024

14.4.2. Present Letter Dated March 19, 2024 from The City of Belleview, Development Services Department, Regarding Scheduled Meetings for The Annexation Application Relating to Parcel Number 38510-005-03

14.4.3. Present Administrative Budget Transfer Report for FY 2023-24

14.4.4. Present Regular Report of Utilization for Reserve for Contingencies

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

14.5.1. Code Enforcement Board - February 14, 2024

14.5.2. Development Review Committee (DRC) - February 19, February 26, March 4, and March 11, 2024

April 2, 2024

14.5.3. License Review Board - February 13, 2024

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

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

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

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

There being no further business to come before the Board, the meeting thereupon adjourned at 11:22 a.m.

Michelle Stone, Chairman

Attest:

Gregory C. Harrell, Clerk



Marion County

Board of County Commissioners

Agenda Item

File No.: 2024-15997

Agenda Date: 8/6/2024

Agenda No.: 3.4.

SUBJECT:
April 9, 2024

INITIATOR:
Deputy Clerk

DEPARTMENT:
Clerk of Court

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

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to adopt minutes.

**Official Minutes of
MARION COUNTY
BOARD OF COUNTY COMMISSIONERS**

April 9, 2024

CALL TO ORDER:

The Marion County Board of County Commissioners (BCC) met in a workshop session in Commission Chambers at 1:33 p.m. on Tuesday, April 9, 2024 at the Marion County Governmental Complex located in Ocala, Florida.

INTRODUCTION OF WORKSHOP BY CHAIRMAN MICHELLE STONE

Vice-Chairman Bryant advised that the workshop was scheduled this afternoon to present Utilities Capital Improvement Projects.

PLEDGE OF ALLEGIANCE

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

ROLL CALL

Upon roll call the following members were present: Vice-Chairman Kathy Bryant, District 2; Commissioner Craig Curry, District 1; Commissioner Matthew McClain, District 3; and Commissioner Carl Zalak, III, District 4. Chairman Michelle Stone, District 5, was absent due to a prior commitment. Also present were County Attorney Matthew G. Minter, County Administrator Mounir Bouyounes, Assistant County Administrator (ACA) Angel Roussel, and Executive Director of Internal Services Mike McCain.

It was noted for the record that the Deputy Clerk was in receipt of a 13 page Agenda packet to follow along with the PowerPoint presentation.

WORKSHOP PRESENTATION

1. Present Utilities Capital Improvement Projects - April 9, 2024 at 1:30 PM
Utilities Director Jody Kirkman presented the following recommendation:

Description/Background: This is the annual workshop that provides an update to the Board about the Capital Improvement Projects. The discussion will provide a status update for projects, including recently added projects from updated master plans, projects added due to changing conditions and regulations and project prioritization adjustments.

Budget/Impact: None.

Recommended Action: For discussion.

Utilities Director Jody Kirkman presented a 44 page binder entitled, "Capital Improvement Program and Current Project Map". He advised that the purpose of the workshop is to provide an update to the 5 Year Capital Improvement Plan (CIP) for the Utilities Department. This will include completed projects, projects currently under construction, and future projects in the CIP. He provided an overview of Utilities assets, noting many of the planned projects include maintenance and rehabilitation of these facilities. Other projects provide for the expansion of existing water and wastewater systems that provide services to areas previously not served. Mr. Kirkman stated Utilities provides over 15,392,000 gallons per day (gpd) of potable water to residents. The Department treats 2,889,000 gpd of wastewater and delivers 1,236,000 gpd of reclaimed water.

April 9, 2024

Mr. Kirkman referred to a slide, as shown on the overhead screens, providing information relating to existing wastewater treatment plants (WWTP), noting it shows both the treatment capacity and treatment volumes going through the facilities. He advised that the Oak Run WWTP is running at approximately 67 percent (%) of its capacity, which results in the need to develop preliminary design reviews (PDR) as required by the State. Mr. Kirkman stated there is a completed PDR for this facility, noting the Department plans to expand the facility to 3.5 million gallons per day (mgd). Staff is working with the engineer to develop the scope and fee and hope to bring the project back before the Board in the coming months. He advised that the expansion would extend the life of the facility roughly 15 to 20 years with that volume. The Board recently approved an Interlocal Agreement (ILA) with the City of Ocala for bulk water and wastewater service for the Golden Holiday facility. Staff are currently negotiating the scope and fee for that project to install a lift station and take that plant offline.

Mr. Kirkman stated the CIP is a living document that ebbs and flows to meet the annual conditions associated with the needs of Utilities. He advised that the focus for this workshop is to update projects completed this fiscal year (FY) and discuss projects for the next FY. The Utilities CIP can be broken down into 2 main categories, construction projects and non-construction projects. The focus of today's presentation is on construction projects.

Mr. Kirkman referred to a table that identifies the completed and in-progress projects. He provided an update from last year, noting the completed CIP projects came in at a total cost of \$7,491,738.00.

Mr. Kirkman provided an overview of the 5-Year CIP Summary, which is what will be in the budget moving forward for the FY 24/25 through FY 28/29. He advised that in FY 24/25 and FY 25/26 the figures are higher due to the Oak Run facility (\$9,000,000.00 each year).

Chairman Bryant questioned if there will be measures put in place with the expansion of the Oak Run facility to mitigate issues relating to smell, noting it has been an issue in the past. Mr. Kirkman stated the design will include improvements up front and the odor control systems will be reviewed, as well as issues relating to noise.

Mr. Kirkman referred to a slide providing a breakdown of lift station and sewer main rehabilitation projects. He advised that the largest project is the Silver Springs Shores (SSS) offsite equalization (EQ) decommissioning project that consists of modifying the wastewater collection system infrastructure surrounding the SSS offsite EQ basin to allow for decommissioning an aging storage tank and appurtenances.

Mr. Kirkman provided an overview of sub-projects identified within the water line extension and hydrant FY 24/25 projects.

Mr. Kirkman commented on the sub-projects identified within the water treatment plant (WTP) additions/improvement FY 24/25 projects. Sub-projects included within the WWTP improvements for FY 24/25 projects include the southwest WWTP (Oak Run facility) expansion.

Mr. Kirkman advised of grant funding received, including \$3,000,000.00 each for Phase I and Phase II of the SSS septic-to-sewer project. That funding comes from the Florida Department of Environmental Protection (FDEP). He stated the Department has submitted applications for and is still being considered for funding for SSS septic-to-sewer Phases III and IV. There is an additional funding request to support the American Rescue Plan Act (ARPA) projects relating to 2 independent FDEP grants, 1 for \$25,000,000.00 under the District DEP Program and 1 for \$22,200,000.00 under the Springs Grant

Program. Mr. Kirkman advised that an application was submitted through the Hazard Mitigation Grant Program for generators at the WTPs to purchase standby generators for 5 of the WTPs facilities that currently do not have emergency backup generators or sites with one but have existing units are out of service or beyond repair. The Department has also submitted an application relating to the SW Regional WTP (Utopia site) through a Congressional Representative Office for an appropriation under the Water Resource Development Act. He stated this would support the actual treatment facility which will be designed and permitted once the water quality is determined following completion of the lower Floridan, noting construction is about to begin on that well. Mr. Kirkman noted the Department did apply for a \$3,000,000.00 appropriation through the State relating to the Lowell water system, which is being evaluated by the Governor.

Chairman Bryant stated the Lowell water system is the State's issue to clean up.

Mr. Kirkman provided an update relating to the progress for all 4 phases of the SSS septic-to-sewer project.

In response to Chairman Bryant, Mr. Kirkman stated the construction costs have not escalated as much as earlier numbers but are much higher than the estimated \$15,000,000.00 per phase. He advised that he anticipates the current phase will end up costing between \$23,000,000.00 and \$25,000,000.00. Mr. Kirkman stated the Department was able to draw down a \$20,000,000.00 appropriation some time ago by leveraging ARPA funding. He advised that the ARPA dollars must be committed to a project by the end of this fiscal year and spent by the end of 2026.

Mr. Kirkman stated the Unit 16 project that utilized ARPA and Community Development Block Grant (CDBG) dollars is constructed, certified for use and work is currently taking place to get the projects hooked up and moving forward. He advised that the Ordinance (22-14) includes 3 letters advising residents it is coming, noting the last letter should go out in the next days or weeks and will advise impacted owners that the 365 day clock is starting. In the meantime, individuals that signed up for service are getting connected.

Mr. Kirkman stated the next ARPA project is the Marion Oaks water main extensions which will close all loops and extend water mains in the existing streets north and east of County Road (CR) 484, providing approximately 19 miles of new water mains. The construction task order was approved on March 19, 2024, and construction is expected to be completed in late 2025.

Mr. Kirkman advised that the next ARPA project is the Centers water main and force main, which will extend water main and force main to the Centers' property, decommissioning their existing WWTP and WTP. The construction task order was approved on January 10, 2024, and completion is expected in late summer 2024.

Commissioner Curry questioned if there has been any push back in SSS relating to septic-to-sewer. Mr. Kirkman stated there have been public meetings relating to Phase I and Phase II, noting staff have had people come forward to initiate service agreements. He advised that developed lots will get capacity fees paid for by the grant, unlike undeveloped lots. Mr. Kirkman stated there will be a shortfall of funding relating to Phases III and IV due to the increase in cost; however, he is confident there will be funding to complete Phases I and II. The designs will be completed, and the project phases will be shovel ready while the Department continues to seek grant dollars to complete Phases III and IV.

In response to Commissioner Zalak, Mr. Kirkman advised that according to the current rules relating to ARPA funds the dollars must be spent and the project must be completed.

April 9, 2024

He stated there should be ample time to complete the projects the Department is moving forward with if they can be awarded within the next 60 days.

BOARD DISCUSSION AND CLOSING COMMENTS

Chairman Bryant expressed appreciation towards Mr. Kirkman for the work performed by the Department to ensure Marion County residents have the services they need relating to utilities.

Commissioner Zalak commented on complaints the Board has received relating to the Oak Run facility. He requested Mr. Kirkman bring back plans and assurances to keep the Board updated throughout the expansion process. Commissioner Zalak opined that there should be public outreach to inform residents of the steps that will occur as the project moves forward.

Chairman Bryant commented on the quick response from staff to address a noise issue the same day a complaint was received. She noted she will share the plan Mr. Kirkman provides with the communities in the area.

Mr. Kirkman stated the automatic air release valves (ARVs) can get stuck resulting in odor, noting the Department has been proactive and put carbon filters on them in addition to other mitigation steps. He advised that once the Department is informed of an issue, they can quickly fix it, preventing the continuing problem experienced in the past.

Chairman Bryant commented on J.B. Ranch and the issue they have with the community that backs up to them. She questioned if they could be experiencing some of the same issues. It is a private system and does not fall under the purview of the County.

In response to Chairman Bryant, Mr. Kirkman stated the Department has sent correspondence; however, individuals have built very close to the plant and there are a lot of mechanical noises. He advised that the DEP has looked into the situation, and everything is in order.

There being no further business to come before the Board, the meeting thereupon adjourned at 1:59 p.m.

Michelle Stone, Chairman

Attest:

Gregory C. Harrell, Clerk



Marion County

Board of County Commissioners

Agenda Item

File No.: 2024-16000

Agenda Date: 8/6/2024

Agenda No.: 3.5.

SUBJECT:
April 10, 2024

INITIATOR:
Deputy Clerk

DEPARTMENT:
Clerk of Court

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

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to adopt minutes.

**Official Minutes of
MARION COUNTY
BOARD OF COUNTY COMMISSIONERS**

April 10, 2024

CALL TO ORDER:

The Marion County Board of County Commissioners (BCC) met in a special session in Commission Chambers at 1:33 p.m. on Wednesday, April 10, 2024 at the Marion County Governmental Complex located in Ocala, Florida.

INTRODUCTION OF PUBLIC HEARING BY CHAIRMAN MICHELLE STONE

Chairman Stone advised that the public hearing was scheduled this afternoon to consider adoption of a Resolution authorizing a front foot assessment for Oakhurst No. 1 Improvement Project and Award bid: 24B-051, Oakhurst No. 1 Improvement Area - John L. Finch Contracting Corp., Belleview, FL.

The Deputy Clerk was in receipt of a 179 page Agenda packet.

PLEDGE OF ALLEGIANCE

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

ROLL CALL

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

PROOF OF PUBLICATION

Deputy Clerk Ketner presented Proof of Publication of Display ad No. 9962645 entitled, "Notice of Hearing to Impose and Provide for Collection of Special Assessments in the Oakhurst No. 1 Improvement Area" published in the Star Banner newspaper on March 20, 2024. The Notice states the Board will consider the creation of the Oakhurst No. 1 Improvement Area and imposition of special assessments for the construction of road improvements.

STAFF PRESENTATION

1. PUBLIC HEARING to Consider Adoption of a Resolution Authorizing a Front Foot Assessment for Oakhurst No. 1 Improvement Project and Award Bid: 24B-051, Oakhurst No. 1 Improvement Area - John L Finch Contracting Corp., Belleview, FL

Municipal Service Taxing Units (MSTU) Director Chad Wicker presented the following recommendation:

Description/Background: The proposed project consists of approximately 1.21 miles of County maintained paved roads within Oakhurst No. 1 subdivision which was originally platted in 1925. The project includes, but is not limited to, reclaim, driveway prep, clearing and grubbing of the right-of-way, prime coat, and resurfacing. It also includes temporary striping, thermoplastic, striping and

stabilizing of all areas disturbed during construction. The estimated cost for this project is \$673,784.16 with the front foot assessment at \$968.00 annually.

This is a FY 2021-22 PCI-based road improvement project. This was approved at the June 21, 2023 workshop to move to the design phase. The Initial Resolution was adopted on March 19, 2024. On behalf of MSTU, Procurement advertised Bid 24B-051 seeking experienced and qualified contractors. Three (3) submittals were received with John L. Contracting Corp. providing the lowest bid as seen in the tabulation below:

Firm Name - City	Bid
John L. Finch Contracting Corp. - Belleview, FL	\$514,444.74
Superior Asphalt Inc. - Brandon, FL	\$623,954.20
CW Roberts Contracting, Inc. - Ocala, FL	\$769,711.00

A Community meeting was held on April 2, 2024 to update property owners on the project scope and costs.

Budget/Impact: Neutral; expenditure of \$673,784.16 as approved in FY 2023/24 budget.

Recommended Action: Motion to adopt a Resolution authorizing per front foot assessment for Oakhurst No. 1 Improvement Area and certify the Assessment Roll to the Tax Collector. Motion to award Project 24B-051 Oakhurst No. 1 Improvement Area to John L. Finch Contracting Corp. and authorize Chairman and Clerk to execute contract upon approval by Legal.

MSTU Director Chad Wicker presented a folder containing letters of opposition and a letter of support of the assessment from various impacted property owners and a 12 page handout entitled "Oakhurst No. 1 PCI Road Assessment" to follow along with the PowerPoint presentation.

Mr. Wicker advised that this is the final Public Hearing Oakhurst No. 1 subdivision. This is a Pavement Condition Index (PCI) road assessment project. He provided a brief overview of the PCI road assessment process. The first process is the Petition process, which was established in 1996, it is initiated by the property owner's association (POA) or homeowner's association (HOA) and requires a majority in favor vote from the community. If the petition passes, it is presented to the BCC. Many residents are not aware this process is available, so there are quite a few older subdivisions that have roads that are deteriorating and need some improvement. In 2020, the County established the PCI process where staff identifies 5 potential projects annually, based on the PCI rating of the subdivision's local roads. Those projects are presented to the BCC for consideration. The PCI rating based process is a numerical rating of the pavement condition that ranges from 0 to 100, with 0 being the worst and 100 being the best possible condition. This rating provides an objective and rational basis for determining maintenance and repair needs and priorities. Along with the PCI numerical rating there is a verbal description of the pavement condition that provides ratings, such as; 0 to 26 is rated Fail, 26 to 55 is rated Poor, 55 to 80 is rated Fair, and 80 to 100 is rated Good. Mr. Wicker referred to a slide shown on the overhead screens, relating to examples of pavement distress that is considered during the PCI process, such as; alligator cracking, patching, potholes and depression/rutting, etc.

Mr. Wicker stated the project staff is presenting today is part of the PCI process, noting the overall PCI score for this subdivision's roads is around 32, which is labeled "Poor". The average property value, according to the Property Appraiser's Office (PAO), is

approximately \$170,000.00, and the past 5 year maintenance cost for this subdivision's roads was roughly \$14,000.00. He stated there are quite a few roads that are shown in red on the map, which indicate a PCI rating of 0 to 26. Mr. Wicker commented on photographs as seen on the overhead screens depicting road conditions relating to SE 21st Lane from SE 58th Avenue (looking west), and SE 23rd Lane from SE 55th Terrace (looking east). The roads being addressed in this assessment are classified as subdivision local roads. Those are streets located within a subdivision or neighborhood that primarily provide access to abutting properties or properties along interconnected neighborhood streets. He referred to the neighborhood map, noting the roads shown in purple are the roads being addressed in this assessment. Mr. Wicker stated the road maintenance for subdivision roads includes pothole repair, pavement edge repair, shoulder maintenance, tree and brush trimming, and pavement markings, which are all scheduled as needed or when reported. Sinkholes are assessed within 24 hours of notification; traffic signs are addressed as needed or reported and stop signs are restored within 4 hours of notification. Every 5 years a Pavement Condition Survey is conducted. Maintenance does not include resurfacing or improving the subdivision roads.

Commissioner Bryant arrived at 1:40 p.m.

Mr. Wicker advised that there is a misconception that road maintenance is paid for by the County's property taxes, but it is paid by the County's Gas Tax. In some subdivisions, the roads are maintained by the County, but that does not include improvements, such as reclaim and resurface projects, overlay projects, or any new construction. Subdivision roads are improved through an MSTU assessment, which helps keep the County's property taxes lower and allows for properties to only be assessed as needed. The benefit of the MSTU Road Assessment program is that it is not funded through property taxes and is not assessed for roads, which do not benefit the subdivision. He stated owners are only assessed when the roads need to be improved, noting all of the assessments that are collected stay in the neighborhood.

Mr. Wicker commented on photographs of 4 successfully completed PCI projects, noting at least one of these roads received a score as low as 8.7.

Mr. Wicker advised that the PCI project being presented today is Oakhurst No. 1, located in District 1. Oakhurst No. 1 was originally platted in 1925, the median property value is \$170,158.00, 97 percent (%) of the properties have structures on them, the past 5 year maintenance cost for this subdivision has been approximately \$14,000.00 and 66% of properties are homesteaded. He noted this is a 10 year assessment, which includes construction costs of \$514,444.74, the loaded costs are \$673,784.16, the front footage assessment per parcel (a one-time payment before bond is secured) is \$6,875.00 and the front footage maximum annual assessment is \$968.00 per year for 10 years (approximately \$81.00 monthly). There are 96 parcels and approximately 9,800 total front footage included in this project. This subdivision was platted with 25 foot (ft) by 100 ft lots, it requires 4 platted lots to make a buildable parcel. Each parcel is assessed for 100 ft of front footage on the road being improved, noting this is because some parcels are made up of 8 lots that are able to be platted, but they are only assessed for the 4 lots along the road being improved.

Mr. Wicker advised that the engineer of record for this project is CHW Professional Consultants. It is a reclaim and resurface of all road sections within the project area (1.21 miles) and will include removing any existing high shoulders. Once the road is built it will meet or exceed MSTU Citizen Standard.

Mr. Wicker provided a brief overview of the pavement lifecycle. He advised that conditions vary, but pavement deteriorates at a fairly predictable rate. Mr. Wicker noted without intervention beyond routine maintenance, roadways will continue to deteriorate while the costs of improvements increase.

Mr. Wicker presented a brief summary of the project, stating the overall PCI score for this subdivision is around 32; the average property value is \$170,158.00, there are 1.21 miles of County maintained paved roads and roughly 9,800 ft. of frontal footage; the 2024 actual costs (loaded) are \$673,784.16; frontal footage assessment before the bond is \$6,875.00; the past 5 year maintenance costs for this subdivision was approximately 14,000.00; and the estimated annual assessment for 10 years is \$968.00. He noted today is the final public hearing and if the project is not approved by the BCC, it stops. If it is approved construction would start around August 2024 and can take up to 90 days to complete.

PUBLIC COMMENT

Chairman Stone opened the floor for public comment.

Amy Arellano, SE 23rd Lane, stated several property owners from this subdivision put together a flyer to remind other residents of this public hearing. She received 26 responses to the flyer, noting many of the residents are retired and on restricted fixed-incomes, including herself. Ms. Arellano expressed concern relating to the \$3,000.00 increase to the 10 year costs of the project. She addressed the amount of time that MSTU staff has given the residents to come up with the \$7,000.00 for a pre-payment, noting most of the residents she spoke to are not in favor of this MSTU project. Ms. Arellano stated 56th Terrace has no frontal properties on the road in this project.

Chairman Stone advised that the County cannot tax anyone who does not get a benefit from that roadway, noting the lots on 56th Terrace that do not have a driveway onto this road will not be taxed.

Malka Lamus, SE 22nd Street, expressed concern over the costs of this project for herself and the other residents who live on a fixed income. She stated she opposes this project and does not agree the County should be allowed to put a tax lien against their property. Chairman Stone advised that without the Board's approval of this project, the roads in this neighborhood will continue to get worse.

Heidi Villella, Director of Operations for Good News Church, SE 24th Street, advised that at the 2022 public hearings, MSTU staff agreed the Church should not be part of this assessment, as they do not have an entrance or exit on any road included in the assessment project.

Chairman Stone stated staff will confirm that the church is not part of this project.

James Omar Matta, SE 22nd Place, expressed opposition to paying for road improvements that can be used by the public.

Chairman Stone advised that this is a shared road for the community and this is why it is being assessed against the residents in the community.

Amy Gallop, SE 23rd Lane, stated they moved into this community because it does not have HOA fees, noting she does not want a special assessment added onto their property. She questioned if the road improvements will increase the property value in the neighborhood.

Chairman Stone advised that properties with a better paved road, usually have a higher value assessed to them.

Kent Sutherland, SE 22nd Street, stated they are out-of-state residents. They have owned this home since 2009, noting it used to belong to his wife's parents. He commented on

the different assessment values of this house since they took ownership. Mr. Sutherland compared the cost of property taxes on his home in Wisconsin and the benefits he receives compared to Marion County. He questioned if he would be allowed to put a gate at the end of the road since it is a dead-end road.

Chairman Stone advised that Mr. Sutherland can go through the process to install a gate, but that cannot be addressed at today's meeting.

Commissioner Bryant reviewed Mr. Sutherland's tax bill and advised that the total amount paid does not all go to the County, noting there are other entities receiving a portion of the taxes he pays.

Steven Johnson, SE 23rd Lane, stated the roads in the neighborhood are really bad, and he does not understand why the project did not move forward several years ago when the cost was much less.

Commissioner Zalak advised that the property owners in this community did not want to move this project through the petition process, noting it would fail during this process. At a certain point, the road breaks to where it goes back to almost a limerock base. There are other roads like this in certain parts of the County. The Board directs staff every year to bring back the top 5 or 6 subdivision neighborhoods that the County is spending a lot of repair money on but are not getting fixed. He noted at some point the County has to do something. This project has been on the list that staff looks at and brings back to the Board every year to evaluate the possibility of doing this project. The same thing happens that is happening today, the property owners oppose it, stating it is not affordable. The Board tries to be sympathetic to these things, until the point at which it breaks and cannot be fixed anymore, then the Board has to move forward. These roads are getting closer to that point. If this project does not pass this year, it will continue to come back to the Board year after year and will eventually be approved. Commissioner Zalak advised that this is how it was set up to fix roads in Marion County back in the 1980's. The County uses the tax money, gas money and sales tax money to fix the main artery roads, such as roads like Baseline, and other County roads that move traffic from one area of the community to another. He stated instead of County property owners paying taxes every year for roads to be fixed in the Ocala National Forest, or some other neighborhood, they only get taxed once every 20 or 30 years for the roads that their driveway is connected to. The BCC felt that was the best policy for everyone to pay for the roads. Otherwise, the taxes would be 4 times what they are today if the County tried to pave all 3,000 miles of roads in neighborhoods. The County is trying to figure out, to the very best of their ability, how to make that work over time, to give the neighborhood the best opportunity. This is why it is weighed out every year, to try to figure out at which point this section of road may get done.

Rosa Aviles, SE 22nd Place, expressed concern over the commercial traffic using her road. She questioned why the residents have to pay for the road improvements and stated she opposes this project.

Chairman Stone advised that public comment is now closed.

(The Deputy Clerk received the public comment Ms. Arellano referenced as part of the correspondence received from Mr. Wicker.)

BOARD DISCUSSION

Chairman Stone questioned if the 10-Year assessment period can be extended further, noting the Board had previously requested there be a 15-Year assessment period option.

April 10, 2024

Chris Traber, Bond Counsel, Nabors Giblin & Nickerson P.A., advised that the term of the assessment is set at the beginning of the process, so this project could be extended out to 15 years, but the public hearing process would have to be repeated. Mr. Traber stated because the mailed notice that was sent to the property owners notifying them of the maximum amount they would pay.

In response to Chairman Stone, Mr. Traber stated the Legal Notice has to be mailed 20 days in advance of the public hearing. MSTU staff would need time to mail the new Notices, to set and publish a future hearing date, etc., prior to the tax roll process in August or September.

Chairman Stone question what the savings may be for the property owners if the 15-Year assessment plan was used.

Managing Director Jay Glover, PFM Financial Advisors, LLC, advised that PFM helps organize the financing for these types of projects. He stated he does not have the information readily available, but he could calculate it if given some time to do so. It would lower the annual payment each property owner would pay, but over 15 years the cost in total is greater. It is akin to taking out a 30 year mortgage versus a 20 year mortgage, the payments are lower on an annual basis, but over time you pay more for the loan.

Mr. Wicker advised that Good News Church would not be assessed for the front part of the parcel because the driveway access is onto SE 24th Street. They would be assessed for the back part of the parcel off of SE 23rd Lane, because this part of the parcel has the potential to be split and sold. He stated the church has access to SE 23rd Lane from the back part of the parcel, noting they would only be assessed for the 100 ft back part of the parcel.

In response to Commissioner McClain, Mr. Wicker stated the church does not have a driveway on the back of the parcel, but they can access SE 23rd Lane.

Commissioner Zalak stated that the confusion for the Good News Church, is they were previously told they would not be assessed. That was relating to the front part of the parcel and it was before staff looked to see if the parcels could be split.

Mr. Wicker stated he believes when it was presented at the workshop, staff was not sure how the project would be assessed, so it was stated if the driveway does not access onto one of the roads being improved, the property owner would not be assessed. He reiterated that the front part of the parcel is not being assessed, only the back part of the parcel.

In response to Chairman Stone, Commissioner Zalak stated the reason there would be an assessment on the Church's back part of the parcel is because it can potentially be split and sold, and it would be a developable parcel. He advised that in other instances, such as Meadowood Farms, the property owners had the option to do a parcel unification if they had multiple lots. He noted the Church would need to apply for a unification of the parcels, then they would not be assessed. This follows the same standard the County has done with other assessments. Commissioner Zalak reiterated that if at some point the Church wants to sell that piece of property and keep it separate, they will have to pay the assessment because that is the standard the County uses. If the Church wants to unify that parcel under 1 parcel Identification number, they will not be assessed.

Chairman Stone requested Ms. Vilella, Director of Operations for Good News Church to return to the podium.

ACA Tracy Straub advised that when this item came up at the community meeting it was simply stated as; "if we do not have a driveway on the road that is being assessed, we will not be charged." Staff responded with a "yes", and moved on, then when staff looked

at the parcel it had already been combined under 1 parcel Identification number; however, because the Church owns all the platted lots of record, it can be split out into a buildable lot. Ms. Straub stated MSTU staff are working with Legal relating to unified lots and assessments, as there were some concerns during another assessment project. She opined that should the parcel be sold the funds come back as a revenue to that assessment, which helps to pay down that assessment sooner. Ms. Straub stated if there is any leftover funds on the project, each contributor gets some of those funds back.

Commissioner Zalak questioned if the Church property owners can unify the parcels and change the plat. Chief Assistant County Attorney Dana Olesky advised that she spoke with Mr. Wicker and it was decided for the Church property owners to sign the restrictive covenant, so that if at some point the property was sold or split, the assessment would have to be paid.

Commissioner Zalak stated even though the Church property is under 1 parcel identification number it is platted with subdividable parcels, noting County legal staff can assist them with a Deed Restriction to sign. He noted, there would not be an assessment now, but if the parcel is sold or subdivided at some point, the assessment would be owed. Chairman Stone advised that the County would be reimbursed if the parcel were to be divided and sold, noting the assessment money would go to the other community members.

Mr. Wicker commented on SE 56th Terrace, noting all of the parcels along this road are being assessed.

Ms. Straub advised that SE 56th Terrace is a spine road through the neighborhood that can be used by surrounding neighborhoods, the same way Oakhurst residents can use the spine roads in the surrounding neighborhoods to cut through to other major roads.

Commissioner McClain questioned if the residents could apply for a “no trucks” sign to prevent large trucks from cutting through the neighborhood.

Commissioner Curry questioned if future projects can be presented with both 10-Year and 15-Year assessment options.

Mr. Wicker advised that all future projects are being looked at with 15-Year assessments. Commissioner Bryant advised that she is not in favor of moving forward with this project today. She noted looking at what the County has spent over the past 5 years, she does not think, at this point in time, it justifies adding this type of tax on the people who live there. With the added cost and higher interest rates at 7% and 8%, no one wants to finance anything right now. Commissioner Bryant stated the Board has heard the people that live in this community and they are not in favor of this project.

A motion was made by Commissioner Bryant, seconded by Commissioner Curry, to deny the request to impose and provide for collection of Special Assessments for the Oakhurst No. 1 Improvement Area.

Commissioner Zalak stated he disagrees with denying this project, noting the project will continue to become more expensive each year. He commented on possible financial assistance to property owners to pay for the assessment costs, and the condition of the roads in the subdivision. He stated these roads need to be paved at some point.

In response to Commissioner Bryant, Commissioner Curry stated he has not received any communications from the property owners in this subdivision relating to poor road conditions. He advised that he agrees with Commissioner Bryant, that the time is wrong to approve this project with its cost and high interest rates, noting hopefully the interest rates will come down and by that time there will be a 15-Year assessment option. Commissioner Curry stated there will be a year the Board will vote to redo these roads

April 10, 2024

and whatever the cost is the community will have to bear. For this particular subdivision, he would rather wait to see if interest rates will come down.

Commissioner Zalak stated building materials may come down a bit, but the cost of labor is going up. If interest rates come down 1 or 2 points, but costs go up, the residents are still going to pay more for the roads.

Commissioner McClain stated he would also be voting no on this project. If the roads get bad enough, the community will be banging on the door to come fix their roads.

Commissioner Bryant stated if this comes back to the Board, she would like to see it done by the Petition process, that it is something the residents are asking to be done.

Commissioner Zalak requested this project does not come back until it is being asked for by the community.

Chairman Stone reiterated there is a motion by Commissioner Bryant, seconded by Commissioner Curry, to deny moving forward with this project. The motion was unanimously approved by the Board (5-0).

In response to Chairman Stone, Commissioner Bryant stated she wants it to come back at the request of the people who live there. It was the general consensus of the Board to concur.

Chairman Stone stated this project is not to come back before the Board until the people who live in that community make the request.

Commissioner Zalak directed staff not to bring the project back unless the petition vote is at least 51% in favor of the project.

CLOSING COMMENTS

There being no further business to come before the Board, the meeting thereupon adjourned at 2:32 p.m.

Michelle Stone, Chairman

Attest:

Gregory C. Harrell, Clerk



Marion County

Board of County Commissioners

Agenda Item

File No.: 2024-15843

Agenda Date: 8/6/2024

Agenda No.: 4.1.

SUBJECT:

Billy Woods, Sheriff - Request Approval of FY 2024 State Criminal Alien Assistance Program Application

INITIATOR:

Caitlin Rath, Grants Coordinator

DEPARTMENT:

Marion County Sheriff's Office

DESCRIPTION/BACKGROUND:

The United States Department of Justice, through the Office of Justice Programs, has announced the availability of funding under the State Criminal Alien Assistance Program (SCAAP). SCAAP payments are made to units of local government that incur costs due to the incarceration of undocumented criminal aliens. The Marion County Sheriff's Office has applied for and received funding through this program in the past, which must be used for correctional purposes.

In order to apply for funding under this program, it is requested that the Marion County Board of County Commissioners delegate authority to the Marion County Sheriff's Office to prepare, submit, and sign all certifications pertaining to the application. A letter signed by Chairman of the Board designating Sheriff Woods as the "Submitting Government Official" is required as part of the application process. A sample from previous application cycles is attached.

BUDGET/IMPACT:

None

RECOMMENDED ACTION:

Motion to designate Sheriff William Woods as the "Submitting Government Official" authorized to prepare, submit, and sign all certifications related to the 2024 SCAAP grant application.



LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Rath Caitlin (Dept) Marion County Sheriff Department
 (Title) Last First Grants Coordinator (Phone) 352-369-6849
 Signature Caitlin Rath Date 7/8/2024

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

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

Description of Request

The United States Department of Justice, through the Office of Justice Programs, has announced the availability of funding under the State Criminal Alien Assistance Program (SCAAP). SCAAP payments are made to units of local government that incur costs due to the incarceration of undocumented criminal aliens. The Marion County Sheriff's Office has applied for and received funding through this program in the past, which must be used for correctional purposes.

In order to apply for funding under the 2024 solicitation, we request that the Board of County Commissioners delegate authority to our office to submit the application and execute the certifications on behalf of the Board. A sample letter from past application cycles designating the Sheriff as the "Submitting Government Official" is attached along with the grant solicitation.

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

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

Agenda Item? ☒ Yes ☐ No Agenda Date: next available

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. 2024-584

Assigned to: ☐ Matthew Guy Minter, ☐ Dana E. Olesky, ☒ Thomas Schwartz ☐ Valdoston Shealey
 County Attorney Chief Asst. County Attorney Asst. County Attorney Asst. County Attorney

Outcome:

☒ Approved as to form and legal sufficiency

☐ Approved with revisions: ☐ Suggested ☐ Completed

☐ Other:

Date Received:

RECEIVED

By Marion County Attorney- AT at 4:07 pm, Jul 08, 2024

Attorney Signature: [Signature] Date 7/9/24

Staff Signature: [Signature] Date: 7/9/24 Returned: ☒ Department ☐ Admin ☐

Completed



Marion County Board of County Commissioners

McPherson Governmental Campus
601 SE 25th Ave.
Ocala, FL 34471
Phone: 352-438-2300
Fax: 352-438-2324

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

August 6, 2024

Department of Justice
Office of Justice Programs
810 Seventh Street NW
Washington, DC 20531

Re: FY2024 State Criminal Alien Assistance Program (SCAAP)

Dear Sir or Madam:

Marion County Board of County Commissioners hereby designates Sheriff William Woods as the "Submitting Government Official" for the purposes of submitting the SCAAP application and executing certifications related to the program.

Thank you for your consideration in this matter.

Sincerely,

Michelle Stone
Chair



Marion County

Board of County Commissioners

Agenda Item

File No.: 2024-16001

Agenda Date: 8/6/2024

Agenda No.: 5.1.1.

SUBJECT:

Budget Transfer from General Fund to Marion County Utility Fund - \$14,875

INITIATOR:

Mark Williams and Jody Kirkman

DEPARTMENT:

Fleet Management and Utilities

DESCRIPTION/BACKGROUND:

Marion County Fleet Management budgeted to purchase a used vehicle from Marion County Utilities in the FY 2024 budget. Transferring a used vehicle to another department results in savings to the Department's budget. A total of one vehicle is to be transferred from the Marion County Utilities to Marion County Fleet Management. A breakdown of the vehicle to be transferred are as follows:

Asset	Vehicle Number	Amount	Transferred to
47834	SUV-34	\$14,875	Fleet Department

BUDGET/IMPACT:

Increase Marion County Utility Fund appropriation by \$14,875.

RECOMMENDED ACTION:

Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 24 - R -

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR
MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2023-2024 BUDGET**

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

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

Transferred From:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
0010 - 178 - 564101	FLEET MANAGEMENT MACHINERY & EQUIPMENT	\$14,875
		<hr/>
		\$14,875

Transferred To:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
0010 - 107 - 591452	GENERAL FUND - TRANSFERS BUDG TRANS TO UTILITY FUND	\$14,875
		<hr/>
		\$14,875

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 6th day of August, 2024 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Michelle Stone, Chairman

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

RESOLUTION NUMBER 24 - R -

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR
MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2023-2024 BUDGET**

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

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

Transferred From:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
4520 - 000 - 381001	MARION COUNTY UTILITY FUND DEPARTMENT OPEN FROM GENERAL FUND	\$14,875
		<hr/>
		<u>\$14,875</u>

Transferred To:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
4520 - 440 - 599301	UTILITIES MANAGEMENT RESERVE FOR FUTURE CAP OUTLAY	\$14,875
		<hr/>
		<u>\$14,875</u>

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 6th day of August, 2024 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Michelle Stone, 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.: 2024-15999

Agenda Date: 8/6/2024

Agenda No.: 5.1.2.

SUBJECT:

Budget Transfer from Multiple Funds to Building Safety - \$77,724

INITIATOR:

Jim Couillard, Kyra Lynch and Michael Savage Sr

DEPARTMENT:

Parks and Recreation, Animal Services and Building Department

DESCRIPTION/BACKGROUND:

Marion County Parks and Recreation and Animal Services budgeted to purchased used vehicles from the Building Safety Department in the FY 2024 budget. Transferring a used vehicle to another department results in savings to the various Department's budgets. A total of eight vehicles are to be transferred from the Building Safety Department, with four vehicles going to Animal Services and four going to Marion County Parks and Recreation. A breakdown of the vehicles to be transferred are as follows:

Asset	Vehicle Number	Amount	Transferred to
49608	P-294	\$9,511	Animal Services
50678	P-326	\$9,511	Animal Services
50871	P-335	\$9,511	Animal Services
50882	P-339	\$9,511	Animal Services
52144	P-351	\$10,135	Park and Recreation
52090	P-341	\$8,880	Park and Recreation
50676	P-325	\$8,880	Park and Recreation
50783	P-337	\$11,785	Park and Recreation

BUDGET/IMPACT:

Increase Building Safety Fund appropriation by \$77,724.

RECOMMENDED ACTION:

Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 24 - R -

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR
MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2023-2024 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:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
1081 - 362 - 564101	PARKS AND RECREATION FEES MACHINERY & EQUIPMENT	\$39,680
		<hr/>
		\$39,680

Transferred To:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
1081 - 362 - 591116	PARKS AND RECREATION FEES BUDG TRANS TO BUILDING FUND	\$39,680
		<hr/>
		\$39,680

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 6th day of August, 2024 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Michelle Stone, Chairman

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

RESOLUTION NUMBER 24 - R -

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR
MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2023-2024 BUDGET**

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

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

Transferred From:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
0010 - 315 - 564101	ANIMAL SERVICES MACHINERY & EQUIPMENT	\$38,044
		<hr/>
		\$38,044

Transferred To:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
0010 - 107 - 591116	GENERAL FUND - TRANSFERS BUDG TRANS TO BUILDING FUND	\$38,044
		<hr/>
		\$38,044

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 6th day of August, 2024 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Michelle Stone, Chairman

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

RESOLUTION NUMBER 24 - R -

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR
MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2023-2024 BUDGET**

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

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

Transferred From:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
1141 - 318 - 381001	BUILDING FROM GENERAL FUND	\$38,044
1141 - 318 - 381118	BUILDING FR PARKS & REC FUND	\$39,680
		<hr/>
		\$77,724
		<hr/>

Transferred To:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
1141 - 318 - 599101	BUILDING RESERVE FOR CONTINGENCIES	\$77,724
		<hr/>
		\$77,724
		<hr/>

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 6th day of August, 2024 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Michelle Stone, 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.: 2024-15965

Agenda Date: 8/6/2024

Agenda No.: 5.1.3.

SUBJECT:

County Transportation Maintenance Fund - Road and Street Facilities - \$3,742,800

INITIATOR:

Steven Cohoon, P.E., County Engineer

DEPARTMENT:

Office of the County Engineer

DESCRIPTION/BACKGROUND:

Marion County has received a Florida Job Growth Infrastructure Grant from the State of Florida Department of Commerce in the amount of \$4,746,307 for the final phase of infrastructure improvements for the Florida Crossroads Commerce Park (FCCP). These infrastructure improvements include the completion of an internal road with water and sewer that will connect the FCCP's east and west sides and provide full access and utilities to the park's south side.

The grant has been approved by the County Administrator and will be presented as a Notation for Record on the August 6, 2024 Board of County Commissioners agenda.

This Budget Amendment Resolution (BAR) recognizes OCE's portion of the grant, totaling \$3,742,800, of which \$742,800 will be assigned to design and \$3M will be assigned to construction in project TIP000158

BUDGET/IMPACT:

Increase County Transportation Maintenance Fund appropriation by \$3,742,800

RECOMMENDED ACTION:

Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 24 - R -

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR
MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2023-2024 BUDGET**

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

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

Transferred From:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
1020 - 760 - 334490	ROAD & STREET FACILITIES FLORIDA JOB GROWTH	\$3,742,800
		<hr/> \$3,742,800 <hr/>

Transferred To:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
1020 - 760 - 563220	ROAD & STREET FACILITIES IMPROVE - ROAD & BRIDGE	\$742,800
1020 - 760 - 563220	ROAD & STREET FACILITIES IMPROVE - ROAD & BRIDGE	\$3,000,000
		<hr/> \$3,742,800 <hr/>

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 6th day of August, 2024 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Michelle Stone, 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.: 2024-15976

Agenda Date: 8/6/2024

Agenda No.: 5.1.4.

SUBJECT:

Fine and Forfeiture Fund - Sheriff Bailiff Transfer - \$12,234

INITIATOR:

Jeremiah Powell, CPA, Fiscal Director

DEPARTMENT:

Sheriff

DESCRIPTION/BACKGROUND:

The purpose of this request is to transfer non-operating funds to operating expenses in the Bailiff budget.

BUDGET/IMPACT:

Neutral

RECOMMENDED ACTION:

Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 24 - R -

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR
MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2023-2024 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:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
1010 - 119 - 590101	SHERIFF BAILIFF - TRANSFER NON OPERATING - MCSD	\$12,234
		<hr/>
		\$12,234

Transferred To:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
1010 - 119 - 530101	SHERIFF BAILIFF - TRANSFER OPERATING EXPENSES - MCSD	\$12,234
		<hr/>
		\$12,234

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 6th day of August, 2024 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Michelle Stone, Chairman

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

MARION COUNTY BOARD OF COUNTY COMMISSIONERS BUDGET AMENDMENT REQUEST FORM

07/18/2024

Date

TO: MARION COUNTY BOARD OF COUNTY COMMISSIONERS
FROM: *Jeremiah Powell, CPA, Fiscal Director*

(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	530101	SHERIFF BAILIFF - TRANSFER OPERATING EXPENSES - MCSD	\$ 12,234
TOTAL			\$ 12,234

PURPOSE OF REQUEST:

The purpose of this request is to transfer contingency funds to operating 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



Marion County

Board of County Commissioners

Agenda Item

File No.: 2024-15975

Agenda Date: 8/6/2024

Agenda No.: 5.1.5.

SUBJECT:

Fine and Forfeiture Fund - Sheriff Regular Transfer - \$3,266

INITIATOR:

Jeremiah Powell, CPA, Fiscal Director

DEPARTMENT:

Sheriff

DESCRIPTION/BACKGROUND:

The purpose of this request is to transfer non-operaitng funds to personnel services in the Emergency Management budget.

BUDGET/IMPACT:

Neutral

RECOMMENDED ACTION:

Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 24 - R -

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR
MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2023-2024 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:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
1010 - 118 - 590101	SHERIFF REGULAR - TRANSFER NON OPERATING - MCSD	\$3,266
		<hr/>
		\$3,266

Transferred To:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
1010 - 118 - 510101	SHERIFF REGULAR - TRANSFER PERSONNEL SERVICES - MCSD	\$3,266
		<hr/>
		\$3,266

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 6th day of August, 2024 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Michelle Stone, Chairman

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

MARION COUNTY BOARD OF COUNTY COMMISSIONERS BUDGET AMENDMENT REQUEST FORM

07/18/2024

Date

TO: MARION COUNTY BOARD OF COUNTY COMMISSIONERS
FROM: *Jeremiah Powell, CPA, Fiscal Director*

(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	\$ 3,266
TOTAL			\$ 3,266

USES OF FUNDS:

Cost Center	Account Number	Cost Center Name Account Name	AMOUNT
118	510101	SHERIFF REGULAR - TRANSFER PERSONNEL SERVICES - MCSD	\$ 3,266
TOTAL			\$ 3,266

PURPOSE OF REQUEST:

The purpose of this request is to transfer contingency funds to personnel services in the Emergency Management 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



Marion County

Board of County Commissioners

Agenda Item

File No.: 2024-15972

Agenda Date: 8/6/2024

Agenda No.: 5.1.6.

SUBJECT:

Fine and Forfeiture Fund - Sheriff Regular Transfer - \$48,636

INITIATOR:

Jeremiah Powell, CPA, Fiscal Director

DEPARTMENT:

Sheriff

DESCRIPTION/BACKGROUND:

The purpose of this request is to transfer non-operating funds to operating expenses in the Regular budget.

BUDGET/IMPACT:

Neutral

RECOMMENDED ACTION:

Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 24 - R -

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR
MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2023-2024 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:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
1010 - 118 - 590101	SHERIFF REGULAR - TRANSFER NON OPERATING - MCSD	\$48,636
		<hr/>
		\$48,636

Transferred To:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
1010 - 118 - 530101	SHERIFF REGULAR - TRANSFER OPERATING EXPENSES - MCSD	\$48,636
		<hr/>
		\$48,636

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 6th day of August, 2024 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Michelle Stone, Chairman

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

MARION COUNTY BOARD OF COUNTY COMMISSIONERS BUDGET AMENDMENT REQUEST FORM

07/18/2024

Date

TO: MARION COUNTY BOARD OF COUNTY COMMISSIONERS
FROM: *Jeremiah Powell, CPA, Fiscal Director*

(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 #6



Marion County

Board of County Commissioners

Agenda Item

File No.: 2024-15888

Agenda Date: 8/6/2024

Agenda No.: 5.1.7.

SUBJECT:

Fire, Rescue and EMS Fund - Fire Rescue Services - \$32,000

INITIATOR:

James Banta, Fire Chief

DEPARTMENT:

Fire Rescue

DESCRIPTION/BACKGROUND:

Marion County Facilities is collaborating with Marion County Fire Rescue to secure funding for the architectural design of Fire Station Orange Springs (FRC000031). While the project is included in the FY 2025 Proposed Capital Improvement Program (CIP), it is not currently funded.

To expedite the design phase within this fiscal year, we request encumbering the design purchase order by appropriating funds to the Buildings - CIP account. There are sufficient reserves available to facilitate this design since the vendor anticipates completing the task before the end of the current fiscal year.

BUDGET/IMPACT:

Neutral

RECOMMENDED ACTION:

Approve attached Budget Amendment Resolution and amend the CIP.

RESOLUTION NUMBER 24 - R -

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR
MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2023-2024 BUDGET**

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

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

Transferred From:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
1120 - 300 - 599101	FIRE RESCUE SERVICES RESERVE FOR CONTINGENCIES	\$32,000
		<hr/>
		\$32,000

Transferred To:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
1120 - 300 - 562102	FIRE RESCUE SERVICES BUILDINGS - CIP	\$32,000
		<hr/>
		\$32,000

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 6th day of August, 2024 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Michelle Stone, Chairman

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

Project Adjustments
Journal 2024-11-14
Effective Date 8/6/2024

Project Expense String	Project Title	Account	Approp. To Date	Requested Changes	Revised Appropriation
FRC000031 -CIP FIRAMB-REHABL CNS-300	Fire Station Orange Springs	562102	-	32,000	32,000
			-	32,000	32,000



Marion County

Board of County Commissioners

Agenda Item

File No.: 2024-15967

Agenda Date: 8/6/2024

Agenda No.: 5.1.8.

SUBJECT:

Fire, Rescue and EMS Fund - Fire Rescue Services - \$362,756

INITIATOR:

James Banta, Fire Chief

DEPARTMENT:

Fire Rescue

DESCRIPTION/BACKGROUND:

At the budget workshop on July 9, 2024, Marion County Fire Rescue was directed by the Board of County Commissioners to move forward with purchasing the remaining sets of bunker gear necessary for all field personnel. This acquisition will complete our multi-year project to ensure that all firefighters have two sets of bunker gear, significantly enhancing our cancer preventative measures.

We are requesting funds from reserves to increase the current purchase order by the quoted amount necessary to cover the cost of 170 sets of bunker gear for our personnel. The additional gear is crucial for several reasons:

Cancer Prevention: Firefighters are frequently exposed to hazardous substances and carcinogens during their duties. Having a second set of bunker gear allows for proper decontamination of gear after exposure, reducing the risk of long-term health issues.

Operational Efficiency: With two sets of gear, firefighters can immediately replace contaminated or damaged gear, ensuring they remain fully equipped and ready for duty without unnecessary downtime.

Extended Gear Lifespan: Rotating between two sets of gear reduces the wear and tear on each set, extending the overall lifespan and effectiveness of the equipment, ultimately providing cost savings in the long run.

BUDGET/IMPACT:

Neutral

RECOMMENDED ACTION:

Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 24 - R -

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR
MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2023-2024 BUDGET**

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

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

Transferred From:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
1120 - 300 - 599101	FIRE RESCUE SERVICES RESERVE FOR CONTINGENCIES	\$362,756
		<hr/>
		\$362,756

Transferred To:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
1120 - 300 - 552107	FIRE RESCUE SERVICES CLOTHING AND WEARING APPAREL	\$362,756
		<hr/>
		\$362,756

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 6th day of August, 2024 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Michelle Stone, 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.: 2024-15966

Agenda Date: 8/6/2024

Agenda No.: 5.1.9.

SUBJECT:

General Fund - County Administrator - \$150

INITIATOR:

James Banta, Fire Chief

DEPARTMENT:

Fire Rescue

DESCRIPTION/BACKGROUND:

Marion County Fire Rescue received one donation check in the amount of \$100 from Richard Dillon/Gail Nyce after a call to help remove ducks from a storm drain in the On Top of the World neighborhood for the work completed by Station 21. Marion County Fire Rescue received one donation check in the amount of \$50 for two employees that helped them from a fall. These generous donations are being requested to be used to amplify the Employee Morale and Recognition Fund (EMRF) for events that will help to increase employee morale throughout the department for the many events planned for showing gratitude and thanks to the employees that help the citizens of Marion County.

BUDGET/IMPACT:

Increase General Fund appropriation by \$150.

RECOMMENDED ACTION:

Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 24 - R -

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR
MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2023-2024 BUDGET**

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

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

Transferred From:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
0010 - 105 - 369100	COUNTY ADMINISTRATOR VENDING MACHINE PROCEEDS	\$150
		<hr/>
		\$150

Transferred To:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
0010 - 105 - 552115	COUNTY ADMINISTRATOR EMPLOYEE INCENTIVES	\$150
		<hr/>
		\$150

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 6th day of August, 2024 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Michelle Stone, 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.: 2024-15968

Agenda Date: 8/6/2024

Agenda No.: 5.1.10.

SUBJECT:

General Fund - Emergency Medical Services - \$241,836

INITIATOR:

James Banta, Fire Chief

DEPARTMENT:

Fire Rescue

DESCRIPTION/BACKGROUND:

At the budget workshop on July 9, 2024, Marion County Fire Rescue was directed by the Board of County Commissioners to move forward with purchasing the remaining sets of bunker gear necessary for all field personnel. This acquisition will complete our multi-year project to ensure that all firefighters have two sets of bunker gear, significantly enhancing our cancer preventative measures.

We are requesting funds from reserves to increase the current purchase order by the quoted amount necessary to cover the cost of 170 sets of bunker gear for our personnel. The additional gear is crucial for several reasons:

Cancer Prevention: Firefighters are frequently exposed to hazardous substances and carcinogens during their duties. Having a second set of bunker gear allows for proper decontamination of gear after exposure, reducing the risk of long-term health issues.

Operational Efficiency: With two sets of gear, firefighters can immediately replace contaminated or damaged gear, ensuring they remain fully equipped and ready for duty without unnecessary downtime.

Extended Gear Lifespan: Rotating between two sets of gear reduces the wear and tear on each set, extending the overall lifespan and effectiveness of the equipment, ultimately providing cost savings in the long run.

BUDGET/IMPACT:

Neutral

RECOMMENDED ACTION:

Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 24 - R -

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR
MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2023-2024 BUDGET**

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

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

Transferred From:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
0010 - 100 - 599101	LEGISLATIVE RESERVE FOR CONTINGENCIES	\$241,836
		<hr/>
		\$241,836

Transferred To:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
0010 - 305 - 552107	EMERGENCY MEDICAL SERVICES CLOTHING AND WEARING APPAREL	\$241,836
		<hr/>
		\$241,836

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 6th day of August, 2024 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Michelle Stone, 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.: 2024-16044

Agenda Date: 8/6/2024

Agenda No.: 5.1.11.

SUBJECT:

General Fund - Legislative - \$500

INITIATOR:

**Jennifer Clark, Executive Assistant to
the Commissioner**

DEPARTMENT:

Board of County Commissioner

DESCRIPTION/BACKGROUND:

Transfer \$500 from Legislative Professional Services (531109) to County Administration Training and Education (555501). The funds will be used for registration fees associated with an Florida Association of Counties (FAC) Conference.

BUDGET/IMPACT:

Neutral

RECOMMENDED ACTION:

Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 24 - R -

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR
MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2023-2024 BUDGET**

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

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

Transferred From:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
0010 - 100 - 531109	LEGISLATIVE PROFESSIONAL SERVICES	\$500
		<hr/>
		\$500

Transferred To:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
0010 - 105 - 555501	COUNTY ADMINISTRATOR TRAINING & EDUCATION	\$500
		<hr/>
		\$500

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 6th day of August, 2024 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Michelle Stone, 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.: 2024-16048

Agenda Date: 8/6/2024

Agenda No.: 5.1.12.

SUBJECT:

General Fund - Multiple Cost Centers - \$2,000,000

INITIATOR:

Jared Goodspeed, Director

DEPARTMENT:

Facilities Management

DESCRIPTION/BACKGROUND:

The Freedom Public Library Expansion project was planned and funded prior to obtaining bids. Due to inflation as well as time constraints, the construction cost has escalated and will require \$2,000,000 in additional funding to project LBC375013. The funding is requested to be taken from FLC000001, the consolidated fleet facility project. This project, which is underfunded and will require future funding, is not as time sensitive in nature as the Maricamp facility remains open and operational during this time.

BUDGET/IMPACT:

Neutral

RECOMMENDED ACTION:

Approve attached Budget Amendment Resolution and amend the CIP.

RESOLUTION NUMBER 24 - R -

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR
MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2023-2024 BUDGET**

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

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

Transferred From:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
0010 - 722 - 562102	FLEET CAPITAL BUILDINGS - CIP	\$2,000,000
		<hr/>
		\$2,000,000
		<hr/>

Transferred To:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
0010 - 720 - 562102	LIBRARY CAPITAL BUILDINGS - CIP	\$2,000,000
		<hr/>
		\$2,000,000
		<hr/>

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 6th day of August, 2024 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Michelle Stone, Chairman

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

Project Adjustments
Journal 2024-11-44
Effective Date 8/6/2024

Project Expense String	Project Title	Account	Approp. To Date	Requested Changes	Revised Appropriation
FLC000001-CIP GENRAL-NEWSTR CNS-400	Consolidated Fleet Facility	562102	-		-
FLC000001-CIP GENRAL-NEWSTR CNS-722	Consolidated Fleet Facility	562102	8,060,000	(2,000,000)	6,060,000
FLC000001-CIP GENRAL-NEWSTR FEQ-722	Consolidated Fleet Facility	564102	-		-
LBC375013-CIP GENRAL-EXPANS CNS-720	Freedom Public Library Expansion	562102	7,534,920	2,000,000	9,534,920
LBC375013-CIP GENRAL-EXPANS FEQ-720	Freedom Public Library Expansion	564102	1,000,000		1,000,000
			16,594,920	0	16,594,920



Marion County

Board of County Commissioners

Agenda Item

File No.: 2024-15889

Agenda Date: 8/6/2024

Agenda No.: 5.1.13.

SUBJECT:

General Fund - Multiple Court Departments - \$12,489

INITIATOR:

Jeff Fuller, Trial Court Administrator

DEPARTMENT:

Court Administration

DESCRIPTION/BACKGROUND:

Request to transfer unspent funds from Travel and Training to Computer Hardware. Funding is available due to staff turnover, so the department did not spend as much as expected on Travel and Training. These funds will allow the department to purchase the needed replacement computer supplies.

BUDGET/IMPACT:

Neutral

RECOMMENDED ACTION:

Approve attached Budget Amendment Resolution

RESOLUTION NUMBER 24 - R -

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR
MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2023-2024 BUDGET**

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

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

Transferred From:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
0010 - 211 - 540101	COURT ADMINISTRATION - TECH TRAVEL & PER DIEM	\$4,892
0010 - 211 - 555501	COURT ADMINISTRATION - TECH TRAINING & EDUCATION	\$7,597
		<hr/>
		\$12,489

Transferred To:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
0010 - 214 - 552116	CIRCUIT COURT JUDGES - TECH OPER SUPPLIES - COMP HARDWARE	\$12,489
		<hr/>
		\$12,489

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 6th day of August, 2024 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Michelle Stone, 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.: 2024-15890

Agenda Date: 8/6/2024

Agenda No.: 5.1.14.

SUBJECT:

General Fund - Multiple Court Departments - \$9,000

INITIATOR:

Jeff Fuller, Trial Court Administrator

DEPARTMENT:

Court Administration

DESCRIPTION/BACKGROUND:

Request for Teen Court to transfer funding from Mental Health Court into the Professional Services account to pay for the increased number of drug screens in the Teen Court program. Mental Health Court has funding available since the program received some state funding for drug screens this year. Teen Court has experienced a significant increase in participants and the number of drug screens overall has increased. This transfer will allow the program to continue to provide needed services.

BUDGET/IMPACT:

Neutral

RECOMMENDED ACTION:

Approve attached Budget Amendment Resolution

RESOLUTION NUMBER 24 - R -

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR
MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2023-2024 BUDGET**

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

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

Transferred From:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
0010 - 292 - 531109	MENTAL HEALTH COURT PROFESSIONAL SERVICES	\$9,000
		<hr/>
		\$9,000

Transferred To:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
0010 - 280 - 531109	TEEN COURT PROFESSIONAL SERVICES	\$9,000
		<hr/>
		\$9,000

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 6th day of August, 2024 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Michelle Stone, 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.: 2024-15996

Agenda Date: 8/6/2024

Agenda No.: 5.1.15.

SUBJECT:

General Fund - Public Safety Communications - \$95,134

INITIATOR:

Lisa Cahill, Director

DEPARTMENT:

Public Safety Communications

DESCRIPTION/BACKGROUND:

Public Safety Communications is requesting to transfer funds to Contract Services Staff Leasing from the respective personnel accounts. Completion of this transfer will accommodate payment to ReSource Government Services (RGS) regarding payroll expenses for approximately 13 to 18 RGS employees for seven weeks. This transfer is necessary as the budget for Contract Services Staff Leasing is dependent upon the annually approved full time equivalent (FTE) budget.

BUDGET/IMPACT:

Neutral

RECOMMENDED ACTION:

Approve attached Budget Amendment Resolution.

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR
MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2023-2024 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 - 311 - 512101	PUBLIC SAFETY COMMUNICATIONS REGULAR SALARIES & WAGES	\$53,782
0010 - 311 - 521101	PUBLIC SAFETY COMMUNICATIONS FICA TAXES	\$4,118
0010 - 311 - 522101	PUBLIC SAFETY COMMUNICATIONS RETIREMENT CONTRIBUTIONS	\$7,294
0010 - 311 - 523101	PUBLIC SAFETY COMMUNICATIONS HEALTH INSURANCE	\$29,538
0010 - 311 - 523401	PUBLIC SAFETY COMMUNICATIONS LIFE, AD&D, LTD	\$359
0010 - 311 - 524101	PUBLIC SAFETY COMMUNICATIONS WORKER'S COMPENSATION	\$43
		<hr/> \$95,134 <hr/>

Transferred To:

Account	Cost Center - Account Title	Amount
0010 - 311 - 534115	PUBLIC SAFETY COMMUNICATIONS CONTRACT SERV - STAFF LEASING	\$95,134
		<hr/> \$95,134 <hr/>

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 6th day of August, 2024 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Michelle Stone, 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.: 2024-15849

Agenda Date: 8/6/2024

Agenda No.: 5.1.16.

SUBJECT:

General Fund - Public Safety Radio - \$7,918

INITIATOR:

Lisa Cahill, Director

DEPARTMENT:

Public Safety Communications

DESCRIPTION/BACKGROUND:

Public Safety Communications Radio Division is requesting a one-time reallocation of funds from Repairs and Maintenance - Equipment to Machinery and Equipment. Machinery and Equipment historically has not been budgeted due to the previously utilized surtax project funding. In order to comply with accounting principles, we requested to add the account and create a budget for Machinery and Equipment to accommodate the replacement of the pre-existing KVL4000 key loader which is at end of life. This is an upgrade to the KVL5000 key loader with encryption software, additional programming accessories, and intuitive user interface integrates with Motorola Solutions by provisioning radios to use over-the-air-rekeying.

BUDGET/IMPACT:

Neutral

RECOMMENDED ACTION:

Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 24 - R -

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR
MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2023-2024 BUDGET**

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

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

Transferred From:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
0010 - 310 - 546301	PUBLIC SAFETY RADIO REPAIRS/MAINT - EQUIPMENT	\$7,918
		<hr/>
		<u>\$7,918</u>

Transferred To:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
0010 - 310 - 564101	PUBLIC SAFETY RADIO MACHINERY & EQUIPMENT	\$7,918
		<hr/>
		<u>\$7,918</u>

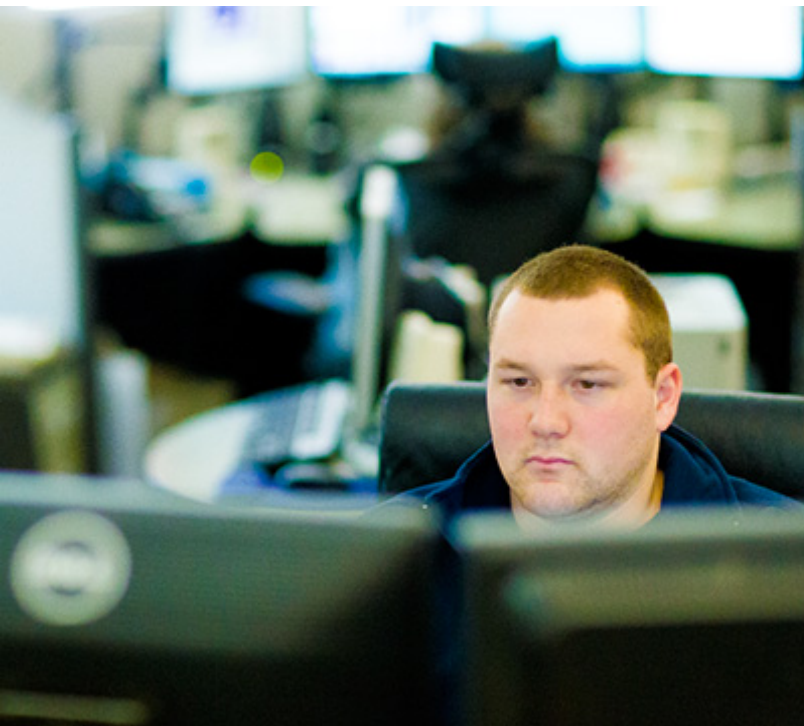
NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 6th day of August, 2024 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Michelle Stone, Chairman

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



MARION CO PUBLIC SAFETY RADIO

Marion County PSC - KVL5000 KEY LOADER

05/14/2024

05/14/2024

MARION CO PUBLIC SAFETY RADIO
2630 SE THIRD ST
OCALA, FL 34471

RE: Motorola Quote for Marion County PSC - KVL5000 KEY LOADER
Dear Patrick Kirkowski,

Motorola Solutions is pleased to present MARION CO PUBLIC SAFETY RADIO with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide MARION CO PUBLIC SAFETY RADIO with the best products and services available in the communications industry. Please direct any questions to Robert Webb III at robert.webb@tri-co.us.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Robert Webb III
Manufacturer Representative

Motorola Solutions Manufacturer's Representative

Billing Address:
MARION CO PUBLIC SAFETY
RADIO
2630 SE THIRD ST
OCALA, FL 34471
US

Quote Date:05/14/2024
Expiration Date:07/13/2024
Quote Created By:
Robert Webb III
Manufacturer Representative
robert.webb@tri-co.us
352-513-3880

End Customer:
MARION CO PUBLIC SAFETY RADIO
Patrick Kirkowski
Patrick.Kirkowski@marionfl.org.
352-671-8460

Contract: NASPO - 00318

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	KVL 5000					
1	T8476B	KVL 5000	1	\$10,205.00	\$7,584.65	\$7,584.65
1a	CA00182AW	ADD: AES ENCRYPTION SOFTWARE	1			
1b	CA03467AA	ADD: NORTH AMERICA MICRO USB CHARGER 100/240V	1			
1c	CA03358AA	ADD: ASTRO 25 MODE	1			
1d	HA00673AA	ADD: 5YR ESSENTIAL	1			
1e	X769AE	ADD: DVP-XL ENCRYPTION SOFTWARE	1			
1f	X423AG	ADD: DES/DES-XL/DES-OFB ENCRYPTION	1			
1g	CA00243AJ	ADD: ADP PRIVACY	1			
1h	C793BM	ADD: DVI-XL ENCRYPTION SOFTWARE	1			
2	CB000262A01	CABLE,MICRO USB PROGRAMMING CABLE	1	\$11.00	\$8.80	\$8.80
3	HKN6182B	CABLE KEYLOADING ADAPTER CGAI	1	\$225.40	\$164.54	\$164.54



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
4	PMKN4012B	PORTABLE PROGRAMMING CABLE	1	\$84.70	\$67.76	\$67.76
5	PMNN4549A	BATT IMPRES 2 LIION 2925T	1	\$80.00	\$58.40	\$58.40
6	PMPN4119A	CHARGER,CHGR VEHICULAR ADAPTER EXT USB CHGR 5VDC	1	\$28.08	\$20.50	\$20.50
7	DQUUSBOTG	STARTECH.COM 5IN MICRO USB TO USB OTG HOST ADAPTER M/F - USB ADAPTER	1	\$13.00	\$13.00	\$13.00

Grand Total \$7,917.65(USD)

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Purchase Order Checklist	
Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)	
PO Number/ Contract Number	
PO Date	
Vendor = Motorola Solutions, Inc.	
Payment (Billing) Terms/ State Contract Number	
Bill-To Name on PO must be equal to the <i>Legal</i> Bill-To Name	
Bill-To Address	
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)	
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)	
PO Amount must be equal to or greater than Order Total	
Non-Editable Format (Word/ Excel templates cannot be accepted)	
Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept	
Ship To Contact Name & Phone #	
Tax Exemption Status	
Signatures (As required)	



Marion County

Board of County Commissioners

Agenda Item

File No.: 2024-15939

Agenda Date: 8/6/2024

Agenda No.: 5.1.17.

SUBJECT:

General Fund - Sheriff Emergency Management Transfer - \$19,500

INITIATOR:

Jeremiah Powell, CPA, Fiscal Director

DEPARTMENT:

Sheriff

DESCRIPTION/BACKGROUND:

The purpose of this request is to add funds from the 2024-25 Emergency Management and Assistance Grant (EMPA) to the Emergency Management budget. These funds will be reimbursed to the BOCC as they are received.

BUDGET/IMPACT:

Increase General Fund appropriation by \$19,500.

RECOMMENDED ACTION:

Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 24 - R -

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR
MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2023-2024 BUDGET**

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

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

Transferred From:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
0010 - 117 - 334235	SHERIFF EMERGENCY MGMT TR CIVIL PREPAREDNESS	\$19,500
		<hr/>
		\$19,500

Transferred To:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
0010 - 117 - 530101	SHERIFF EMERGENCY MGMT TR OPERATING EXPENSES - MCSD	\$19,500
		<hr/>
		\$19,500

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 6th day of August, 2024 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Michelle Stone, Chairman

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

MARION COUNTY BOARD OF COUNTY COMMISSIONERS BUDGET AMENDMENT REQUEST FORM

07/12/2024

Date

TO: MARION COUNTY BOARD OF COUNTY COMMISSIONERS
FROM: *Jeremiah Powell, CPA, Fiscal Director*

(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	334235	SHERIFF EMERGENCY MGMT TR CIVIL PREPAREDNESS	\$ 19,500
TOTAL			\$ 19,500

USES OF FUNDS:

Cost Center	Account Number	Cost Center Name Account Name	AMOUNT
117	530101	SHERIFF EMERGENCY MGMT TR OPERATING EXPENSES - MCSD	\$ 19,500
TOTAL			\$ 19,500

PURPOSE OF REQUEST:

The purpose of this request is to add funds from the 24/25 Emergency Management and Assistance Grant (EMPA) to the Emergency Management 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 :

EM #8



Marion County

Board of County Commissioners

Agenda Item

File No.: 2024-15974

Agenda Date: 8/6/2024

Agenda No.: 5.1.18.

SUBJECT:

General Fund - Sheriff Jail Transfer - \$221,710

INITIATOR:

Jeremiah Powell, CPA, Fiscal Director

DEPARTMENT:

Sheriff

DESCRIPTION/BACKGROUND:

The purpose of this request is to transfer non-operating funds to capital outlay in the Jail budget.

BUDGET/IMPACT:

Neutral

RECOMMENDED ACTION:

Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 24 - R -

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR
MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2023-2024 BUDGET**

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

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

Transferred From:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
0010 - 116 - 590101	SHERIFF JAIL - TRANSFER NON OPERATING - MCSD	\$221,710
		<hr/>
		\$221,710

Transferred To:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
0010 - 116 - 560101	SHERIFF JAIL - TRANSFER CAPITAL OUTLAY - MCSD	\$221,710
		<hr/>
		\$221,710

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 6th day of August, 2024 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Michelle Stone, Chairman

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

MARION COUNTY BOARD OF COUNTY COMMISSIONERS BUDGET AMENDMENT REQUEST FORM

07/18/2024

Date

TO: MARION COUNTY BOARD OF COUNTY COMMISSIONERS
FROM: *Jeremiah Powell, CPA, Fiscal Director*

(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 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 #10



Marion County

Board of County Commissioners

Agenda Item

File No.: 2024-16014

Agenda Date: 8/6/2024

Agenda No.: 5.1.19.

SUBJECT:

Marion County Health Unit Trust Fund - Marion County Health Unit - \$70,000

INITIATOR:

Jared Goodspeed, Director

DEPARTMENT:

Facilities Management

DESCRIPTION/BACKGROUND:

Directed by MCSO Emergency Management Division and funded through Marion County Health Unit, we are requesting that \$70,000 be transferred from the Health Unit, Reserve for Capital Outlay account (599302) to the Health Unit, Buildings Construction Improvement account (562101) in order to fund the purchase and installation of a manual transfer switch upon the Central Christian Church in order to utilize the building as an emergency shelter during natural disasters and in times of need.

BUDGET/IMPACT:

Neutral

RECOMMENDED ACTION:

Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 24 - R -

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR
MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2023-2024 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 MC HEALTH UNIT TRUST FUND:

Transferred From:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
1040 - 130 - 599302	MARION COUNTY HEALTH UNIT RESERVE FOR CAPITAL OUTLAY	\$70,000
		<hr/>
		\$70,000

Transferred To:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
1040 - 130 - 562101	MARION COUNTY HEALTH UNIT BUILDINGS - CONSTRUCT IMPROV	\$70,000
		<hr/>
		\$70,000

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 6th day of August, 2024 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Michelle Stone, 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.: 2024-15917

Agenda Date: 8/6/2024

Agenda No.: 5.1.20.

SUBJECT:

Marion County Utility Fund - Utilities Capital Construction - \$1,003,507

INITIATOR:

Jody Kirkman

DEPARTMENT:

Utilities

DESCRIPTION/BACKGROUND:

Marion County Utilities (MCU) and the Office of the County Engineer (OCE) received a grant agreement from the Florida Job Growth Fund through the Florida Department of Commerce to complete the construction of roads and water and sewer lines at the Florida Crossroads Commerce Park. The Grant is being entered into the record at the Board meeting on August 6, 2024. This request is to fund the expenses for the water and sewer lines to be offset by the revenue from the grant agreement. This is a one-time request.

BUDGET/IMPACT:

Increase Marion County Utility Fund appropriation by \$1,003,507

RECOMMENDED ACTION:

Approve attached Budget Amendment Resolution and amend the CIP.

RESOLUTION NUMBER 24 - R -

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR
MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2023-2024 BUDGET**

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

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

Transferred From:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
4520 - 448 - 334395	UTILITIES CAPITAL CONSTRUCT FLORIDA JOB GROWTH	\$1,003,507
		<hr/>
		\$1,003,507

Transferred To:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
4520 - 448 - 563102	UTILITIES CAPITAL CONSTRUCT IMPROVE - CIP	\$1,003,507
		<hr/>
		\$1,003,507

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 6th day of August, 2024 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Michelle Stone, Chairman

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

Project Adjustments
Journal 2024-11-9
Effective Date 08/06/2024

Project Expense String	Project Title	Account	Approp. To Date	Requested Changes	Revised Appropriation
UTC000158-CIP UTILITY-EXPANS CNS-448G	Commerce Park Buildout	563102	-	1,003,507	1,003,507
			-	1,003,507	1,003,507



Marion County

Board of County Commissioners

Agenda Item

File No.: 2024-15994

Agenda Date: 8/6/2024

Agenda No.: 5.1.21.

SUBJECT:

Marion County Utility Fund - Utilities Capital Construction - \$1,500,000

INITIATOR:

Jody Kirkman

DEPARTMENT:

Utilities

DESCRIPTION/BACKGROUND:

Due to the growth within the southwest portion of Marion County, there is a need to expand the Oak Run Wastewater Treatment Plant. Currently, the Oak Run Wastewater Plant is rated at 1.6 million gallons per day (MGD). This request is to secure services to evaluate, design, permit, and assist with bidding of the expansion of this plant to 3.5 MGD. This will give Marion County Utilities the ability to provide services to the county as it continues to grow in the Southwest. This is a one-time request.

BUDGET/IMPACT:

Neutral

RECOMMENDED ACTION:

Approve attached Budget Amendment Resolution and amend the CIP.

RESOLUTION NUMBER 24 - R -

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR
MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2023-2024 BUDGET**

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

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

Transferred From:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
4520 - 440 - 599301	UTILITIES MANAGEMENT RESERVE FOR FUTURE CAP OUTLAY	\$1,500,000
		<hr/> \$1,500,000 <hr/>

Transferred To:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
4520 - 448 - 562102	UTILITIES CAPITAL CONSTRUCT BUILDINGS - CIP	\$1,500,000
		<hr/> \$1,500,000 <hr/>

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 6th day of August, 2024 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Michelle Stone, Chairman

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

Project Adjustments
Journal 2024-11-8
Effective Date 08/06/2024

Project Expense String	Project Title	Account	Approp. To Date	Requested Changes	Revised Appropriation
UTC000101-CIP UTILITY-NEWSTR CNS-448	SW Wastewater Treatment Plant	562102	561,734	1,500,000	2,061,734
			561,734	1,500,000	2,061,734



Marion County

Board of County Commissioners

Agenda Item

File No.: 2024-15905

Agenda Date: 8/6/2024

Agenda No.: 5.1.22.

SUBJECT:

Marion County Utility Fund - Multiple Cost Centers - \$175,000

INITIATOR:

Jody Kirkman

DEPARTMENT:

Utilities

DESCRIPTION/BACKGROUND:

Filling and keeping positions filled in Water Maintenance and Operations and Wastewater Maintenance and Operations has been difficult in FY2024. As a result, overtime is needed to cover these open positions. This request is to move open funds from Regular Salaries and Wages (512101) to Overtime (514101) in both organizations: Water Maintenance and Operations and Wastewater Maintenance and Operations. This is a one-time request.

BUDGET/IMPACT:

Neutral

RECOMMENDED ACTION:

Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 24 - R -

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR
MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2023-2024 BUDGET**

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

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

Transferred From:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
4520 - 442 - 512101	UTILITIES WATER SYSTEM REGULAR SALARIES & WAGES	\$150,000
4520 - 445 - 512101	UTILITIES WASTEWATER SYSTEM REGULAR SALARIES & WAGES	\$25,000
		<u>\$175,000</u>

Transferred To:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
4520 - 442 - 514101	UTILITIES WATER SYSTEM OVERTIME	\$150,000
4520 - 445 - 514101	UTILITIES WASTEWATER SYSTEM OVERTIME	\$25,000
		<u>\$175,000</u>

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 6th day of August, 2024 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Michelle Stone, 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.: 2024-16002

Agenda Date: 8/6/2024

Agenda No.: 5.1.23.

SUBJECT:

Marion County Utility Fund - Multiple Cost Centers - \$180,000

INITIATOR:

Jody Kirkman, Director

DEPARTMENT:

Utilities

DESCRIPTION/BACKGROUND:

In the Water Maintenance and Operations Cost Center, Right of Way (ROW) permits increased from \$35 per permit to \$200 per permit between FY 2023 and FY 2024. This has caused spending for ROW permits to be much greater than budgeted, causing a shortfall in funds in 546105. Purchases of Sodium Hypochlorite and Aqua Mag have increased causing a shortage in Operating Supplies object 552108.

In the Wastewater Maintenance and Operations cost center, Wastewater biosolids clean up and disposal have increased greatly with the purchase of the new Vactor truck, resulting in additional funds needed in object 534101. Repairs and Maintenance of fleet vehicles is higher than expected, resulting in additional funds being needed for 546257.

In both cost centers, the estimated funds needed for Vehicle Parts in object 552257 was less than the actual expenses which is due to Fleet implementing the Work Order system and improving the allocations between parts and maintenance.

The emergency budget amendment for the purchase of the replacement vehicles due to the vehicle fire moved the entire purchase price from reserves, however, a portion of each vehicle was covered by insurance, resulting in additional fund availability in the Capital object in each cost center. This is a one-time request.

BUDGET/IMPACT:

Neutral

RECOMMENDED ACTION:

Approve attached Budget Amendment Resolution.

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR
MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2023-2024 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 - 442 - 564101	UTILITIES WATER SYSTEM MACHINERY & EQUIPMENT	\$90,000
4520 - 445 - 564101	UTILITIES WASTEWATER SYSTEM MACHINERY & EQUIPMENT	\$90,000
		<hr/> \$180,000 <hr/>

Transferred To:

Account	Cost Center - Account Title	Amount
4520 - 442 - 546105	UTILITIES WATER SYSTEM REPAIRS/MAINT - MAINS & LINES	\$25,000
4520 - 442 - 552108	UTILITIES WATER SYSTEM OPERATING SUPPLIES	\$50,000
4520 - 442 - 552257	UTILITIES WATER SYSTEM PARTS - VEHICLE / EQUIPMENT	\$15,000
4520 - 445 - 534101	UTILITIES WASTEWATER SYSTEM CONTRACT SERV - OTHER - MISC	\$50,000
4520 - 445 - 546257	UTILITIES WASTEWATER SYSTEM REPAIRS/MAINT - FLEET MANAGMNT	\$20,000
4520 - 445 - 552257	UTILITIES WASTEWATER SYSTEM PARTS - VEHICLE / EQUIPMENT	\$20,000
		<hr/> \$180,000 <hr/>

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 6th day of August, 2024 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Michelle Stone, 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.: 2024-15940

Agenda Date: 8/6/2024

Agenda No.: 5.1.24.

SUBJECT:

MSTU for Law Enforcement - Sheriff Patrol CID Transfer - \$13,000

INITIATOR:

Jeremiah Powell, CPA, Fiscal Director

DEPARTMENT:

Sheriff

DESCRIPTION/BACKGROUND:

The purpose of this request is to add funds from the US Marshals Service Fugitive Agreement to the Municipal Services Taxing Unit 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 \$13,000.

RECOMMENDED ACTION:

Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 24 - R -

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR
MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2023-2024 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:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
1110 - 120 - 337224	SHERIFF PATROL CID - TR US MARSHALL SERVICE	\$13,000
		<hr/>
		\$13,000

Transferred To:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
1110 - 120 - 510101	SHERIFF PATROL CID - TR PERSONNEL SERVICES - MCSD	\$13,000
		<hr/>
		\$13,000

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 6th day of August, 2024 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Michelle Stone, Chairman

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

MARION COUNTY BOARD OF COUNTY COMMISSIONERS BUDGET AMENDMENT REQUEST FORM

07/12/2024

Date

TO: MARION COUNTY BOARD OF COUNTY COMMISSIONERS
FROM: *Jeremiah Powell, CPA, Fiscal Director*

(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	337224	SHERIFF PATROL CID - TR US MARSHALL SERVICE	\$ 13,000
TOTAL			\$ 13,000

USES OF FUNDS:

Cost Center	Account Number	Cost Center Name Account Name	AMOUNT
120	510101	SHERIFF PATROL CID - TR PERSONNEL SERVICES - MCSD	\$ 13,000
TOTAL			\$ 13,000

PURPOSE OF REQUEST:

The purpose of this request is to add funds from the US Marshals Service Fugitive Agreement 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 #23



Marion County

Board of County Commissioners

Agenda Item

File No.: 2024-15970

Agenda Date: 8/6/2024

Agenda No.: 5.1.25.

SUBJECT:

MSTU for Law Enforcement - Sheriff Patrol CID Transfer - \$20,000

INITIATOR:

Jeremiah Powell, CPA, Fiscal Director

DEPARTMENT:

Sheriff

DESCRIPTION/BACKGROUND:

The purpose of this request is to add funds to the High Intensity Drug Trafficking Area (HIDTA) DHE fund. These funds will be reimbursed to the BOCC as they are received.

BUDGET/IMPACT:

Increase MSTU for Law Enforcement appropriation by \$20,000.

RECOMMENDED ACTION:

Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 24 - R -

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR
MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2023-2024 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:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
1110 - 120 - 337225	SHERIFF PATROL CID - TR HIDTA GRANT	\$20,000
		<hr/>
		\$20,000

Transferred To:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
1110 - 120 - 510101	SHERIFF PATROL CID - TR PERSONNEL SERVICES - MCSD	\$20,000
		<hr/>
		\$20,000

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 6th day of August, 2024 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Michelle Stone, Chairman

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

MARION COUNTY BOARD OF COUNTY COMMISSIONERS BUDGET AMENDMENT REQUEST FORM

07/17/2024

Date

TO: MARION COUNTY BOARD OF COUNTY COMMISSIONERS
FROM: *Jeremiah Powell, CPA, Fiscal Director*

(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	337225	SHERIFF PATROL CID - TR HIDTA GRANT	\$ 20,000
TOTAL			\$ 20,000

USES OF FUNDS:

Cost Center	Account Number	Cost Center Name Account Name	AMOUNT
120	510101	SHERIFF PATROL CID - TR PERSONNEL SERVICES - MCSD	\$ 20,000
TOTAL			\$ 20,000

PURPOSE OF REQUEST:

The purpose of this request is to add funds to the HIDTA DHE fund. These funds will be reimbursed to the BOCC as they are received.

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

Sheriff Office Reference Number : MSTU #25



Marion County

Board of County Commissioners

Agenda Item

File No.: 2024-15941

Agenda Date: 8/6/2024

Agenda No.: 5.1.26.

SUBJECT:

MSTU for Law Enforcement - Sheriff Patrol CID Transfer - \$50,000

INITIATOR:

Jeremiah Powell, CPA, Fiscal Director

DEPARTMENT:

Sheriff

DESCRIPTION/BACKGROUND:

The purpose of this request is to add funds from the FY 2024 High Intensity Drug Trafficking Areas (HIDTA) grant funds to the MSTU budget. These funds will be reimbursed to the BOCC as they are received.

BUDGET/IMPACT:

Increase MSTU for Law Enforcement appropriation by \$50,000.

RECOMMENDED ACTION:

Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 24 - R -

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR
MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2023-2024 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:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
1110 - 120 - 337225	SHERIFF PATROL CID - TR HIDTA GRANT	\$50,000
		<hr/> \$50,000 <hr/>

Transferred To:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
1110 - 120 - 510101	SHERIFF PATROL CID - TR PERSONNEL SERVICES - MCSD	\$30,000
1110 - 120 - 530101	SHERIFF PATROL CID - TR OPERATING EXPENSES - MCSD	\$20,000
		<hr/> \$50,000 <hr/>

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 6th day of August, 2024 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Michelle Stone, Chairman

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

MARION COUNTY BOARD OF COUNTY COMMISSIONERS BUDGET AMENDMENT REQUEST FORM

07/12/2024

Date

TO: MARION COUNTY BOARD OF COUNTY COMMISSIONERS
FROM: *Jeremiah Powell, CPA, Fiscal Director*

(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	337225	SHERIFF PATROL CID - TR HIDTA GRANT	\$ 50,000
TOTAL			\$ 50,000

USES OF FUNDS:

Cost Center	Account Number	Cost Center Name Account Name	AMOUNT
120	510101	SHERIFF PATROL CID - TR PERSONNEL SERVICES - MCSD	\$ 30,000
120	530101	SHERIFF PATROL CID - TR OPERATING EXPENSES - MCSD	20,000
TOTAL			\$ 50,000

PURPOSE OF REQUEST:

The purpose of this request is to add funds from the FY24 HIDTA grant funds 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 #24



Marion County

Board of County Commissioners

Agenda Item

File No.: 2024-16028

Agenda Date: 8/6/2024

Agenda No.: 5.1.27.

SUBJECT:

MSTU for Law Enforcement - Sheriff Patrol CID Transfer - \$55,000

INITIATOR:

Jeremiah Powell, CPA, Fiscal Director

DEPARTMENT:

Sheriff Office

DESCRIPTION/BACKGROUND:

The purpose of this request is to add funds from the FDLE Internet Crimes Against Children (ICAC) grant program to the MSTU budget. These funds will be reimbursed to the BOCC as they are received.

BUDGET/IMPACT:

Increase MSTU for Law Enforcement appropriation by \$55,000.

RECOMMENDED ACTION:

Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 24 - R -

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR
MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2023-2024 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:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
1110 - 120 - 331287	SHERIFF PATROL CID - TR INTRNT CRIMES AGNST CHILD	\$55,000
		<hr/>
		\$55,000

Transferred To:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
1110 - 120 - 530101	SHERIFF PATROL CID - TR OPERATING EXPENSES - MCSD	\$55,000
		<hr/>
		\$55,000

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 6th day of August, 2024 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Michelle Stone, Chairman

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

MARION COUNTY BOARD OF COUNTY COMMISSIONERS BUDGET AMENDMENT REQUEST FORM

07/24/2024

Date

TO: MARION COUNTY BOARD OF COUNTY COMMISSIONERS
FROM: Jeremiah Powell, CPA, Fiscal Director

(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	331287	SHERIFF PATROL CID - TR INTERNET CRIMES AGAINST CHILDREN	\$ 55,000
TOTAL			\$ 55,000

USES OF FUNDS:

Cost Center	Account Number	Cost Center Name Account Name	AMOUNT
120	530101	SHERIFF PATROL CID - TR OPERATING EXPENSES - MCSD	\$ 55,000
TOTAL			\$ 55,000

PURPOSE OF REQUEST:

The purpose of this request is to add funds from the FDLE Internet Crimes Against Children (ICAC) grant program to the MSTU budget. These funds will be reimbursed to the BOCC as they are received.

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

Sheriff Office Reference Number : MSTU #27



Marion County

Board of County Commissioners

Agenda Item

File No.: 2024-15971

Agenda Date: 8/6/2024

Agenda No.: 5.1.28.

SUBJECT:

MSTU for Law Enforcement - Sheriff Patrol CID Transfer - \$211,975

INITIATOR:

Jeremiah Powell, CPA, Fiscal Director

DEPARTMENT:

Sheriff

DESCRIPTION/BACKGROUND:

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

BUDGET/IMPACT:

Neutral

RECOMMENDED ACTION:

Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 24 - R -

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR
MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2023-2024 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:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
1110 - 120 - 590101	SHERIFF PATROL CID - TR NON OPERATING - MCSD	\$211,975
		<hr/>
		\$211,975

Transferred To:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
1110 - 120 - 530101	SHERIFF PATROL CID - TR OPERATING EXPENSES - MCSD	\$211,975
		<hr/>
		\$211,975

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 6th day of August, 2024 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Michelle Stone, Chairman

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

MARION COUNTY BOARD OF COUNTY COMMISSIONERS BUDGET AMENDMENT REQUEST FORM

07/18/2024

Date

TO: MARION COUNTY BOARD OF COUNTY COMMISSIONERS
FROM: *Jeremiah Powell, CPA, Fiscal Director*

(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 #26



Marion County

Board of County Commissioners

Agenda Item

File No.: 2024-15907

Agenda Date: 8/6/2024

Agenda No.: 5.1.29.

SUBJECT:

Solid Waste Disposal Fund - Solid Waste Collection - \$25,000

INITIATOR:

Mark Johnson

DEPARTMENT:

Solid Waste

DESCRIPTION/BACKGROUND:

In the Fall of FY 2023 a new account object was created for accounting reasons, 552257- Parts-Vehicle/Equipment. This new object code was necessary to allow Fleet the ability to separate parts inventory from labor, supplies, overhead, etc. The initial budgeted amounts were difficult to determine due to this new methodology. As a result, this GL account needs additional funds to cover remaining fleet parts costs for the remainder of the current fiscal year.

Excess funds are available in the gasoline, oil and lubricants GL account 552101.

This is a one-time change.

BUDGET/IMPACT:

Neutral

RECOMMENDED ACTION:

Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 24 - R -

**A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR
MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2023-2024 BUDGET**

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

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

Transferred From:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
4010 - 425 - 552101	SOLID WASTE COLLECTION GASOLINE, OIL & LUBRICANTS	\$25,000
		<hr/>
		\$25,000

Transferred To:

<u>Account</u>	<u>Cost Center - Account Title</u>	<u>Amount</u>
4010 - 425 - 552257	SOLID WASTE COLLECTION PARTS - VEHICLE / EQUIPMENT	\$25,000
		<hr/>
		\$25,000

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 6th day of August, 2024 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Michelle Stone, 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.: 2024-16015

Agenda Date: 8/6/2024

Agenda No.: 5.2.1.

SUBJECT:

Transfer Project Funds and Amend the Capital Improvement Program - Infrastructure Surtax Capital Projects - \$410,593

INITIATOR:

James Banta, Fire Chief

DEPARTMENT:

Fire Rescue

DESCRIPTION/BACKGROUND:

Marion County Fire Rescue is working with the Facilities Management Department to work on the construction for the remodel of Station 20 (FRC000026). When Facilities worked with the Procurement Services Department to rebid the project to obtain lower cost estimates, the final proposed amount came at \$3,156,217, which was \$410,593 more than what currently remained in the project. There are available funds from the Training Facility project (FRC000029) to provide funds for the overage so that the construction can start, as the complete civil and prototype fire station design for FRC000029 is estimated to cost approximately \$500,000, which would leave additional funds to be used this fiscal year for FRC000026.

BUDGET/IMPACT:

Neutral

RECOMMENDED ACTION:

Motion to approve the transfer of project funds and amend the CIP.

Project Adjustments
PAJ 2024-11-4
Effective Date 8/6/2024

Project Expense String	Project Title	Account	Approp. To Date	Requested Changes	Revised Appropriation
FRC000026 -CIP FIRAMB-EXPANS CNS-732	Fire Station 20 Golden Ocala Expansion	562102	2,925,000	410,593	3,335,593
FRC000029 -CIP FIRAMB-NEWSTR LND-732	Fire Rescue Training Facility	561102	1,132,500		1,132,500
FRC000029 -CIP FIRAMB-NEWSTR CNS-732	Fire Rescue Training Facility	562102	1,000,000	(410,593)	589,407
			5,057,500	0	5,057,500



Marion County

Board of County Commissioners

Agenda Item

File No.: 2024-16019

Agenda Date: 8/6/2024

Agenda No.: 5.2.2.

SUBJECT:

Transfer Project Funds and Amend the Capital Improvement Program - Stormwater Fund - \$174,814

INITIATOR:

Steven Cohoon, County Engineer

DEPARTMENT:

Office of the County Engineer

DESCRIPTION/BACKGROUND:

Close out project SMC0003WQ - Rainbow Springs 5th Replat Innovative Stormwater Retrofit - CP 74. Construction has been completed and final invoices paid for this project. The project saved \$174,814 against its original budget. This funding shall be transferred to SMC999999 - Stormwater Projects Unassigned for use in other projects as necessary.

BUDGET/IMPACT:

Neutral

RECOMMENDED ACTION:

Motion to approve the transfer of Project Funds and amend the Capital Improvement Program.

Project Adjustments
Journal 2024-3
Effective Date 08/06/2024

Project Expense String	Project Title	Account	Approp. To Date	Requested Changes	Revised Appropriation
SMC0003WQ-CIP STORMW-RETROF CNS-430	RS 5TH REPLAT INNOV SWRF CP 74	563102	669,657	(174,814)	494,843
SMC0003WQ-CIP STORMW-RETROF CNS-430G	RS 5TH REPLAT INNOV SWRF CP 73	563102	424,047	(44,944)	379,103
			1,093,704	-219,758	873,946



Marion County

Board of County Commissioners

Agenda Item

File No.: 2024-15969

Agenda Date: 8/6/2024

Agenda No.: 5.3.1.

SUBJECT:

Present the Acquisition or Disposition of Property Forms Authorizing Changes in Status, as Follows: 262440, 032395, 033790, 037573, 042452, 048653, 050299, and 52848

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:

Approval of Acquisition - Disposition forms.



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



TO: Finance

From: Fire Rescue

Date: 06/12/2024

ASSET IS RETIRED ADD BACK TO INVENTORY:

☐

Asset#	Location	Serial Number
262440	Fire_rescue	4ENRAAA88P1000914
Description		Year Aquired
1993 E-One Sentry Pumper		1994

Acquisition: ☐

Asset/Vehicle Number Being Replaced:
(If Applicable)

Please attach a copy of the invoice
for acquisitions

Disposal: ☒

Disposal Reason: End of Life Cycle 31 year old Pumper

Disposal Method: Donate

Disposal Location: Delivered to Fleet

Transfer: ☐

Department Receiving Transfer:

Authorized Signature: Joe Rinaudo Digitally signed by Joe Rinaudo
Date: 2024.06.12 08:26:55 -04'00'

Secondary Signature:

(If Applicable)

Fleet Signature:

(If Applicable)

Mark Williams Digitally signed by Mark Williams
Date: 2024.06.12 08:45:10 -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: SE Livestock Pavillion

Date: 03/04/2024

ASSET IS RETIRED ADD BACK TO INVENTORY:

☐

Asset#	Location	Serial Number
032395	4-H Farm	TB12975/A7AQ232
Description		Year Aquired
New Holland Mower		1998

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: 2024.05.15 07:18:27 -04'00'

Secondary Signature:

(If Applicable)

Fleet Signature:

(If Applicable)

Mark Williams

Digitally signed by Mark Williams
Date: 2024.07.17 14:20:47 -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: SE Livestock Pavillion

Date: 03/04/2024

ASSET IS RETIRED ADD BACK TO INVENTORY:

☐

Asset#	Location	Serial Number
033790/LS-9	4-H Farm	J01191/J01184
Description		Year Aquired
Massey tractor - red 4253-2WD		2000

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: 2024.05.15 07:16:42 -04'00'

Secondary Signature:

(If Applicable)

Fleet Signature:

(If Applicable)

Mark Williams

Digitally signed by Mark Williams
Date: 2024.07.17 13:32:40 -04'00'

BCC Chairman Signature:

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

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



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



TO: Finance

From: Parks and Recreation

Date: 07/17/2024

ASSET IS RETIRED ADD BACK TO INVENTORY:

☐

Asset#	Location	Serial Number
037573	Rotary Sportsplex	1GTEK19V64Z242541
Description		Year Aquired
P-162; 2004 GMC P/U		2004

Acquisition: ☐

Asset/Vehicle Number Being Replaced:

Please attach a copy of the invoice
for acquisitions

(If Applicable)

Disposal: ☒

Disposal Reason:

Repair costs exceed value

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: 2024.07.17 13:19:13 -04'00'

Secondary Signature:

(If Applicable)

Fleet Signature:

(If Applicable)

Mark Williams

Digitally signed by Mark Williams
Date: 2024.07.17 13:42:34 -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: MSTU MO RD

Date: 07/10/2024

ASSET IS RETIRED ADD BACK TO INVENTORY:

☐

Asset#	Location	Serial Number
042452	Marion Oaks General Services	1GCJK33638F201304
Description		Year Aquired
2008 CHEVROLET SILVERADO-3500HD		2008

Acquisition: ☐

Asset/Vehicle Number Being Replaced:
(If Applicable)

Please attach a copy of the invoice
for acquisitions

Disposal: ☒

Disposal Reason: Repair costs exceed value

Disposal Method: Send to Auction

Disposal Location: Delivered to Fleet

Transfer: ☐

Department Receiving Transfer:

Authorized Signature: M. Chad Wicker Digitally signed by M. Chad Wicker
Date: 2024.07.11 14:57:11 -04'00'

Secondary Signature:

(If Applicable)

Fleet Signature:

(If Applicable)

Mark Williams Digitally signed by Mark Williams
Date: 2024.07.11 15:35:13 -04'00'

BCC Chairman Signature: _____

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

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



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



TO: Finance

From: Property Appraiser

Date: 07/03/2024

ASSET IS RETIRED ADD BACK TO INVENTORY:

☐

Asset#	Location	Serial Number
048653 / 9007516	Lee Herbst office	
Description		Purchase Date
IN BOOK SECURITY SYSTEM		08/26/2016

Acquisition: ☐

Asset/Vehicle Number Being Replaced:
(If Applicable)

Please attach a copy of the invoice
for acquisitions

Disposal: ☒

Disposal Reason: Obsolete

Disposal Method: Recycled

Disposal Date: 09/25/2023

Transfer: ☐

Department Receiving Transfer:

Authorized Signature/Date : Sherry Sherouse Digitally signed by Sherry Sherouse
Date: 2024.07.03 10:41:09 -04'00'

Fleet-ACA Authorization/Date: _____

BCC Chairman Signature/Date : _____

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: Medical Examiner

Date: 07/09/2024

ASSET IS RETIRED ADD BACK TO INVENTORY:

☐

Asset#	Location	Serial Number
050299		
Description		Year Aquired
Portable X-ray		2018

Acquisition: ☐

Asset/Vehicle Number Being Replaced:
(If Applicable)

Please attach a copy of the invoice
for acquisitions

Disposal: ☒

Disposal Reason: Unable to Repair

Disposal Method: Send to Auction

Disposal Location: Department

Transfer: ☐

Department Receiving Transfer:

Authorized Signature: Lindsey Bayer

Digitally signed by Lindsey Bayer
DN: cn=Lindsey Bayer, o=Medical Examiner's Office, ou,
email=lindsey.bayer@marionfl.org, c=US
Date: 2024.07.17 10:46:15 -04'00'

Secondary Signature:

(If Applicable)

Fleet Signature:

(If Applicable)

BCC Chairman Signature: _____

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

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



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: SE Livestock Pavillion

Date: 05/15/2024

ASSET IS RETIRED ADD BACK TO INVENTORY:

☐

Asset#	Location	Serial Number
52848 / GC-4	SELP	JC2106421
Description		Year Aquired
2006 Yamaha Golf Cart		2019

Acquisition: ☐

Asset/Vehicle Number Being Replaced:
(If Applicable)

Please attach a copy of the invoice
for acquisitions

Disposal: ☒

Disposal Reason: Unable to Repair

Disposal Method:

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: 2024.05.15 07:19:39 -04'00'

Secondary Signature:

(If Applicable)

Fleet Signature:

(If Applicable)

Mark Williams

Digitally signed by Mark Williams
Date: 2024.07.17 13:29:13 -04'00'

BCC Chairman Signature:

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

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



Marion County

Board of County Commissioners

Agenda Item

File No.: 2024-15963

Agenda Date: 8/6/2024

Agenda No.: 6.1.

SUBJECT:

PUBLIC HEARING: Final Public Hearing for the Community Services' Five-Year 2024-28 Consolidated Plan and 2024-25 Annual Action Plan

INITIATOR:

Cheryl Martin, Director

DEPARTMENT:

Community Services

DESCRIPTION/BACKGROUND:

Marion County annually receives grants from the Department of Housing and Urban Development (HUD) which includes the Community Development Block Grant (CDBG), HOME Investment Partnership Program (HOME), and Emergency Solution Grant (ESG). The City of Ocala collaborates with Marion County in a Consortium to secure HOME funds, with Marion County taking the lead. Meanwhile, the City independently receives CDBG funds as an Entitlement City.

Every five years, Marion County must submit a comprehensive Consolidated Plan to HUD outlining how CDBG, HOME, and ESG funds will benefit the County's low-to-moderate-income residents. This plan spans fiscal years 2024 through 2028, with corresponding Annual Action Plans for each fiscal year within that period.

Over the next five (5) years, Marion County anticipates receiving approximately \$10.9 million for CDBG projects, \$5.3 million for HOME initiatives, and \$913,380 for ESG programs. This Public Hearing is to gather feedback on the final draft of the Consolidated Plan for 2024-28 and the Annual Action Plan for 2024-25, detailing both the anticipated five-year allocations and 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 and City of Ocala's HOME Consortium Five Year Consolidated Plan and the Annual Action Plan and authorize the Chair to execute all necessary documents associated with both plans.

LOCALiQ

The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Marion Co Attorneys Office-330
Marion Co Attorneys Office-330
601 SE 25TH AVE
RM 108
OCALA FL 34471

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:

06/06/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 06/06/2024

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$603.20

Tax Amount: \$0.00

Payment Cost: \$603.20

Order No: 10243066

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 - FINAL PUBLIC HEARING
PROPOSED FIVE (5) YEAR 2024-2028 CONSOLIDATED PLAN
PROPOSED FY 2024-2025 ANNUAL ACTION PLAN
FINAL PUBLIC HEARING DATE: AUGUST 6, 2024



Notice to Citizens: Marion County and the City of Ocala HOME Consortium will be conducting a final public hearing for the 5 Year 2024-2028 Consolidated Plan and FY 2024-2025 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 Five (5) Year 2024-2028 Consolidated Plan and FY 2024-2025 Annual Action Plan.

A summary of public comments concerning identified needs received on the proposed Five (5) Year 2024-2028 Consolidated Plan, and FY 2024-2025 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 Five (5) Year 2024-2028 Consolidated Plan, and FY 2024-2025 Annual Action Plan when submitted to HUD on or about August 15, 2024.

A **Final Public Hearing** will be held to receive citizen input for the 5 Year 2024-2028 Consolidated Plan and FY 2024-2025 Annual Action Plan:

SITE	ADDRESS	DATE	TIME
Marion County Auditorium	601 SE 25 th Avenue Ocala, FL 34471	August 6, 2024	10:00 AM

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
Charles.Rich@MarionFL.org

THIRTY-DAY PUBLIC COMMENT PERIOD: There will be a 30-day public comment period from July 6, 2024 to August 6, 2024, until 5:00 PM for the Consolidated Plan, 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>.

CONSOLIDATED PLAN SUMMARY: The Consolidated Plan is the result of analyzing data and input from many sources. The 2024-2028 Consolidated Plan is being developed through collaborative efforts and input from County and City staff, local and community-based non-profits, and for-profits as well as local residents. These efforts include a needs assessment survey, stakeholder meetings, and public hearings. Meetings and hearings were held to determine goals, priorities, and activities to be undertaken and identified in the Consolidated Plan and each year's Action Plan.

Five (5) Year Consolidated Plan

Goals	2024 – 2028*
	CDBG
Public Service	\$1,627,995.00
Public Infrastructure	\$3,554,654.00
Non-Profit Facility	\$1,500,000.00
Clearance & Demo	\$1,000,000.00
Housing Rehab	\$1,000,000.00
Administration	\$2,170,655.00
Subtotal:	\$10,853,304.00
	HOME
New Construction	\$1,973,110.00
HOME Consortium	\$2,000,000.00
Administration	\$441,455.00
Subtotal:	\$4,414,565.00
	ESG
Street Outreach	\$500,000.00
Homeless Prevention	\$394,890.00
Administrative Funds	\$60,055.00
Subtotal:	\$954,945.00
Five Year Grand Total	\$16,222,814*

*The above numbers for 2025-2028 represent estimates based on current allocations and may be subject to change based on future HUD allocations.

ONE YEAR 2024-2025 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 2024-2025 CDBG funds and Consortium's HOME and ESG funds for activities in the upcoming program year (October 1, 2024- September 30, 2025). 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 2024-2025; CDBG PROGRAM (Marion County only); allocation is \$2,170,659. The allocation breakdown is proposed as follows:

Marion County was awarded FY 2024 - 2025 funding through CDBG, HOME, and ESG in the following amounts:

Grant Program	2024 – 2025 Action Plan
CDBG	\$2,170,659
HOME	\$882,913
ESG	\$190,989
TOTAL:	\$3,244,561

2024-2025 Action Plan

Goals	2024
	CDBG
Public Service	\$325,599
Non-Profit Facility	\$800,000
Clearance & Demo	\$410,929
Housing Rehab	\$200,000
Administration	\$434,131
Subtotal:	\$2,170,659
	HOME
New Construction	\$394,622
HOME Consortium	\$400,000
Administration	\$88,291
Subtotal:	\$882,913
	ESG
Street Outreach	\$100,000
Homeless Prevention	\$78,978
Administrative Funds	\$12,011
Subtotal:	\$190,989

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)

RECEIVED

JUN 03 2024

COMMUNITY SERVICES

240

From: (Name) FLETCHER PAUL (Dept) Community Services - 5220 ☐
Last First
(Title) CSS (Phone) 352-671-8774
Signature [Signature] Date 5/31/2024

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 public notice regarding a Final Public Hearing for the proposed 5 year 2024-2028 Consolidated Plan and the proposed FY 2024-2025 Annual Action Plan for ad publication in the Ocala Star Banner. The date of the hearing is August 6, 2024.

Ocala Star Banner Submission Deadline: Friday, 5/31/2024 at 4:00 pm

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

(Name) RICH CHARLES (Title) COMMUNITY DEVELOPMENT ADMIN (Phone) 352-671-8783
Last First

Agenda Item? ☐ Yes ☒ No Agenda Date: _____

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

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

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2024-489

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 2:16 pm, May 31, 2024

Attorney Signature: [Signature] Date: 5/31/24

Staff Signature: [Signature] Date: 5/31/24 Returned: ☒ Department ☐ Admin ☐ _____

Completed



LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) FLETCHER PAUL (Dept) Community Services - 5225
(Title) CLIENT SERVICE SPECIALIST (Phone) 352-671-8774
Signature [Signature] Date Wednesday, July 17, 2024

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

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

Description of Request

Please review and approve the following for Chair signature for three (3) Form SF-424 (applications for federal assistance, one (1) Form 424-D (Assurances for Construction Programs), and corresponding non-state consolidated plan certifications for FY 2024-2025 CDBG, HOME and ESG Grant funds. Request Chair signature on SF-424, corresponding Form 424-D and all certifications for all allocations received.

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

(Name) RICH CHARLES (Title) COMMUNITY DEVELOPMENT ADMIN (Phone) 352-671-8783
Last First

Agenda Item? ☒ Yes ☐ No Agenda Date: Tuesday, August 6, 2024

Agenda Deadline Date for Legal: Friday, July 5, 2024 Agenda Deadline Date for Admin: Wednesday, July 31, 2024

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

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2024-613

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 10:09 am, Jul 18, 2024

Attorney Signature: [Signature] Date: 7/18/24

Staff Signature: [Signature] Date: 7/18/24 Returned: ☒ Department ☐ Admin ☐ _____

Completed

Application for Federal Assistance SF-424

* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision		* If Revision, select appropriate letter(s): <div style="border: 1px solid black; height: 15px; width: 100%;"></div> * Other (Specify): <div style="border: 1px solid black; height: 15px; width: 100%;"></div>	
* 3. Date Received: <div style="border: 1px solid black; padding: 2px;">05/18/2024</div>		4. Applicant Identifier: <div style="border: 1px solid black; height: 15px; width: 100%;"></div>			
5a. Federal Entity Identifier: <div style="border: 1px solid black; height: 15px; width: 100%;"></div>			5b. Federal Award Identifier: <div style="border: 1px solid black; height: 15px; width: 100%;"></div>		
State Use Only:					
6. Date Received by State: <div style="border: 1px solid black; width: 100px; height: 15px;"></div>		7. State Application Identifier: <div style="border: 1px solid black; width: 200px; height: 15px;"></div>			
8. APPLICANT INFORMATION:					
* a. Legal Name: <div style="border: 1px solid black; padding: 2px;">MARION COUNTY BOARD OF COUNTY COMMISSIONERS</div>					
* b. Employer/Taxpayer Identification Number (EIN/TIN): <div style="border: 1px solid black; padding: 2px;">59-6000735</div>			* c. UEI: <div style="border: 1px solid black; padding: 2px;">KHD3TN15V333</div>		
d. Address:					
* Street1:		<div style="border: 1px solid black; padding: 2px;">2710 E SILVER SPRINGS BLVD</div>			
Street2:		<div style="border: 1px solid black; height: 15px; width: 100%;"></div>			
* City:		<div style="border: 1px solid black; padding: 2px;">OCALA</div>			
County/Parish:		<div style="border: 1px solid black; height: 15px; width: 100%;"></div>			
* State:		<div style="border: 1px solid black; padding: 2px;">FL: Florida</div>			
Province:		<div style="border: 1px solid black; height: 15px; width: 100%;"></div>			
* Country:		<div style="border: 1px solid black; padding: 2px;">USA: UNITED STATES</div>			
* Zip / Postal Code:		<div style="border: 1px solid black; padding: 2px;">34470-0001</div>			
e. Organizational Unit:					
Department Name: <div style="border: 1px solid black; padding: 2px;">COMMUNITY SERVICES</div>			Division Name: <div style="border: 1px solid black; padding: 2px;">PUBLIC SERVICE</div>		
f. Name and contact information of person to be contacted on matters involving this application:					
Prefix: <div style="border: 1px solid black; padding: 2px;">Ms.</div>		* First Name: <div style="border: 1px solid black; padding: 2px;">CHERYL</div>			
Middle Name: <div style="border: 1px solid black; height: 15px; width: 100%;"></div>					
* Last Name: <div style="border: 1px solid black; padding: 2px;">MARTIN</div>					
Suffix: <div style="border: 1px solid black; height: 15px; width: 100%;"></div>					
Title: <div style="border: 1px solid black; padding: 2px;">DIRECTOR, COMMUNITY SERVICES DEPARTMENT</div>					
Organizational Affiliation: <div style="border: 1px solid black; padding: 2px;">MARION COUNTY BOARD OF COUNTY COMMISSIONERS</div>					
* Telephone Number: <div style="border: 1px solid black; padding: 2px;">(352) 671-8770</div>			Fax Number: <div style="border: 1px solid black; height: 15px; width: 100%;"></div>		
* Email: <div style="border: 1px solid black; padding: 2px;">CHERYL.MARTIN@MARIONCOUNTYFL.ORG</div>					

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. Catalog of Federal Domestic Assistance Number:

14.218

CFDA 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 * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:* a. Start Date: * b. End Date: **18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="2,170,659.00"/>
* b. Applicant	<input type="text"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="2,170,659.00"/>

*** 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:	<input type="text" value="Ms."/>	* First Name:	<input type="text" value="MICHELLE"/>
Middle Name:	<input type="text"/>		
* Last Name:	<input type="text" value="STONE"/>		
Suffix:	<input type="text"/>		

* Title: * Telephone Number: Fax Number: * Email: * Signature of Authorized Representative: * Date Signed:

Application for Federal Assistance SF-424

* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision		* If Revision, select appropriate letter(s): <div style="border: 1px solid black; height: 15px; width: 100%;"></div> * Other (Specify): <div style="border: 1px solid black; height: 15px; width: 100%;"></div>	
* 3. Date Received: <div style="border: 1px solid black; padding: 2px;">05/18/2024</div>		4. Applicant Identifier: <div style="border: 1px solid black; height: 15px; width: 100%;"></div>			
5a. Federal Entity Identifier: <div style="border: 1px solid black; height: 15px; width: 100%;"></div>			5b. Federal Award Identifier: <div style="border: 1px solid black; height: 15px; width: 100%;"></div>		
State Use Only:					
6. Date Received by State: <div style="border: 1px solid black; width: 100px; height: 15px;"></div>		7. State Application Identifier: <div style="border: 1px solid black; width: 200px; height: 15px;"></div>			
8. APPLICANT INFORMATION:					
* a. Legal Name: <div style="border: 1px solid black; padding: 2px;">MARION COUNTY BOARD OF COUNTY COMMISSIONERS</div>					
* b. Employer/Taxpayer Identification Number (EIN/TIN): <div style="border: 1px solid black; padding: 2px;">59-6000735</div>			* c. UEI: <div style="border: 1px solid black; padding: 2px;">KHD3TN15V333</div>		
d. Address:					
* Street1:		<div style="border: 1px solid black; padding: 2px;">2710 E SILVER SPRINGS BLVD</div>			
Street2:		<div style="border: 1px solid black; height: 15px; width: 100%;"></div>			
* City:		<div style="border: 1px solid black; padding: 2px;">OCALA</div>			
County/Parish:		<div style="border: 1px solid black; height: 15px; width: 100%;"></div>			
* State:		<div style="border: 1px solid black; padding: 2px;">FL: Florida</div>			
Province:		<div style="border: 1px solid black; height: 15px; width: 100%;"></div>			
* Country:		<div style="border: 1px solid black; padding: 2px;">USA: UNITED STATES</div>			
* Zip / Postal Code:		<div style="border: 1px solid black; padding: 2px;">34470-0001</div>			
e. Organizational Unit:					
Department Name: <div style="border: 1px solid black; padding: 2px;">COMMUNITY SERVICES</div>			Division Name: <div style="border: 1px solid black; padding: 2px;">PUBLIC SERVICE</div>		
f. Name and contact information of person to be contacted on matters involving this application:					
Prefix: <div style="border: 1px solid black; padding: 2px;">Ms.</div>		* First Name: <div style="border: 1px solid black; padding: 2px;">CHERYL</div>			
Middle Name: <div style="border: 1px solid black; height: 15px; width: 100%;"></div>					
* Last Name: <div style="border: 1px solid black; padding: 2px;">MARTIN</div>					
Suffix: <div style="border: 1px solid black; height: 15px; width: 100%;"></div>					
Title: <div style="border: 1px solid black; padding: 2px;">DIRECTOR, COMMUNITY SERVICES DEPARTMENT</div>					
Organizational Affiliation: <div style="border: 1px solid black; padding: 2px;">MARION COUNTY BOARD OF COUNTY COMMISSIONERS</div>					
* Telephone Number: <div style="border: 1px solid black; padding: 2px;">(352) 671-8770</div>			Fax Number: <div style="border: 1px solid black; height: 15px; width: 100%;"></div>		
* Email: <div style="border: 1px solid black; padding: 2px;">CHERYL.MARTIN@MARIONCOUNTYFL.ORG</div>					

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. Catalog of Federal Domestic Assistance Number:

14.239

CFDA 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 * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:* a. Start Date: * b. End Date: **18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="882,913.00"/>
* b. Applicant	<input type="text"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="882,913.00"/>

*** 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:

Prefix:	<input type="text" value="Ms."/>	* First Name:	<input type="text" value="MICHELLE"/>
Middle Name:	<input type="text"/>		
* Last Name:	<input type="text" value="STONE"/>		
Suffix:	<input type="text"/>		

* Title: * Telephone Number: Fax Number: * Email: * Signature of Authorized Representative: * Date Signed:

Application for Federal Assistance SF-424

* 1. Type of Submission: <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision		* If Revision, select appropriate letter(s): <div style="border: 1px solid black; height: 15px; width: 100%;"></div> * Other (Specify): <div style="border: 1px solid black; height: 15px; width: 100%;"></div>	
* 3. Date Received: <div style="border: 1px solid black; padding: 2px;">05/18/2024</div>		4. Applicant Identifier: <div style="border: 1px solid black; padding: 2px;">MARION COUNTY CONSORTIUM</div>			
5a. Federal Entity Identifier: <div style="border: 1px solid black; height: 15px; width: 100%;"></div>			5b. Federal Award Identifier: <div style="border: 1px solid black; height: 15px; width: 100%;"></div>		
State Use Only:					
6. Date Received by State: <div style="border: 1px solid black; width: 80px; height: 15px;"></div>		7. State Application Identifier: <div style="border: 1px solid black; width: 250px; height: 15px;"></div>			
8. APPLICANT INFORMATION:					
* a. Legal Name: <div style="border: 1px solid black; padding: 2px;">MARION COUNTY BOARD OF COUNTY COMMISSIONERS</div>					
* b. Employer/Taxpayer Identification Number (EIN/TIN): <div style="border: 1px solid black; padding: 2px;">59-6000735</div>			* c. UEI: <div style="border: 1px solid black; padding: 2px;">KHD3TN15V333</div>		
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* Street1:		<div style="border: 1px solid black; padding: 2px;">2710 E SILVER SPRINGS BLVD</div>			
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County/Parish:		<div style="border: 1px solid black; height: 15px; width: 100%;"></div>			
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Province:		<div style="border: 1px solid black; height: 15px; width: 100%;"></div>			
* Country:		<div style="border: 1px solid black; padding: 2px;">USA: UNITED STATES</div>			
* Zip / Postal Code:		<div style="border: 1px solid black; padding: 2px;">34470-0001</div>			
e. Organizational Unit:					
Department Name: <div style="border: 1px solid black; padding: 2px;">COMMUNITY SERVICES</div>			Division Name: <div style="border: 1px solid black; padding: 2px;">PUBLIC SERVICE</div>		
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Organizational Affiliation: <div style="border: 1px solid black; padding: 2px;">MARION COUNTY BOARD OF COUNTY COMMISSIONERS</div>					
* Telephone Number: <div style="border: 1px solid black; padding: 2px;">(352) 671-8770</div>			Fax Number: <div style="border: 1px solid black; height: 15px; width: 100%;"></div>		
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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. Catalog of Federal Domestic Assistance Number:

14.231

CFDA 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

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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 * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:* a. Start Date: * b. End Date: **18. Estimated Funding (\$):**

* a. Federal	<input type="text" value="190,989.00"/>
* b. Applicant	<input type="text"/>
* c. State	<input type="text"/>
* d. Local	<input type="text"/>
* e. Other	<input type="text"/>
* f. Program Income	<input type="text"/>
* g. TOTAL	<input type="text" value="190,989.00"/>

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Middle Name:	<input type="text"/>		
* Last Name:	<input type="text" value="STONE"/>		
Suffix:	<input type="text"/>		

* Title: * Telephone Number: Fax Number: * Email: * Signature of Authorized Representative: * Date Signed:

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 statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(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 <div style="border: 1px solid black; height: 50px; width: 100%;"></div>	TITLE <div style="border: 1px solid black; padding: 2px;">CHAIR, MARION COUNTY COMMISSION BOARD</div>
APPLICANT ORGANIZATION <div style="border: 1px solid black; padding: 2px;">MARION COUNTY BOARD OF COUNTY COMMISSIONERS</div>	DATE SUBMITTED <div style="border: 1px solid black; height: 20px; width: 100%;"></div>

SF-424D (Rev. 7-97) Back

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 statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(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 CHAIR, MARION COUNTY COMMISSION BOARD
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SF-424D (Rev. 7-97) Back

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 statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(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.
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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.
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APPLICANT ORGANIZATION MARION COUNTY BOARD OF COUNTY COMMISSIONERS	DATE SUBMITTED

SF-424D (Rev. 7-97) Back

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

Chairperson
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 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) FY 2024, 2025, 2026 [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

Chairperson
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

Chairperson
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

Chairperson
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

Chairperson

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.

DRAFT



**MARION COUNTY AND
THE CITY OF OCALA**

HOME CONSORTIUM 2024–2028

**FIVE-YEAR CONSOLIDATED PLAN AND
2024 ANNUAL ACTION PLAN**

TABLE OF CONTENTS

EXECUTIVE SUMMARY	4
ES-05 EXECUTIVE SUMMARY – 24 CFR 91.200(c), 91.220(b)	4
1. Introduction.....	4
2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview.....	5
3. Evaluation of past performance.....	6
4. Summary of citizen participation process and consultation process	6
5. Summary of public comments.....	7
6. Summary of comments or views not accepted and the reasons for not accepting them	7
7. Summary	7
THE PROCESS	8
PR-05 LEAD & RESPONSIBLE AGENCIES - 91.200(b)	8
1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.....	8
Narrative	8
Consolidated Plan Public Contact Information	8
PR-10 CONSULTATION - 91.100, 91.110, 91.200(b), 91.300(b), 91.215(l) AND 91.315(i)	9
1. Introduction.....	9
2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities.....	10
PR-15 CITIZEN PARTICIPATION - 91.105, 91.115, 91.200(c) AND 91.300(c)	23
1. Summary of citizen participation process/Efforts made to broaden citizen participation.....	23
NEEDS ASSESSMENT	25
NA-05 OVERVIEW	25
Key Themes from the Needs Assessment.....	25
NA-10 HOUSING NEEDS ASSESSMENT - 24 CFR 91.405, 24 CFR 91.205 (A,B,C)	28
Summary of Housing Needs	28
Housing Needs Summary Tables	31
NA-15 DISPROPORTIONATELY GREATER NEED: HOUSING PROBLEMS - 91.405, 91.205 (b)(2).....	43
Introduction	43
NA-20 DISPROPORTIONATELY GREATER NEED: SEVERE HOUSING PROBLEMS - 91.405, 91.205 (b)(2)	47
Introduction	47
NA-25 DISPROPORTIONATELY GREATER NEED: HOUSING COST BURDENS - 91.405, 91.205 (b)(2)	51
Introduction	51
NA-30 DISPROPORTIONATELY GREATER NEED: DISCUSSION - 91.205 (b)(2)	54
NA-35 PUBLIC HOUSING - 91.405, 91.205 (b)	56
Introduction	56
Section 504 Needs Assessment: Describe the needs of public housing tenants and applicants on the waiting list for accessible units.....	61
NA-40 HOMELESS NEEDS ASSESSMENT - 91.405, 91.205 (c).....	62
Introduction	62
Nature and Extent of Homelessness (Optional): No data available.....	62
2023 PIT Count	63
NA-45 NON-HOMELESS SPECIAL NEEDS ASSESSMENT - 91.405, 91.205 (b,d)	65

<i>Introduction</i>	65
NA-50 NON-HOUSING COMMUNITY DEVELOPMENT NEEDS - 91.415, 91.215 (F)	68
HOUSING MARKET ANALYSIS	70
MA-05 OVERVIEW	70
<i>Data Sources and Terms</i>	70
<i>Key Themes Identified in the Market Analysis</i>	70
MA-10 HOUSING MARKET ANALYSIS: NUMBER OF HOUSING UNITS - 91.410, 91.210(A)&(B)(2)	72
MA-15 HOUSING MARKET ANALYSIS: COST OF HOUSING - 91.410, 91.210(A)	75
<i>Introduction</i>	75
MA-20 HOUSING MARKET ANALYSIS: CONDITION OF HOUSING - 91.410, 91.210(A)	80
<i>Introduction</i>	80
MA-25 PUBLIC AND ASSISTED HOUSING - 91.410, 91.210(B)	83
<i>Introduction</i>	83
MA-30 HOMELESS FACILITIES AND SERVICES - 91.410, 91.210(C)	86
<i>Introduction</i>	86
MA-35 SPECIAL NEEDS FACILITIES AND SERVICES - 91.410, 91.210(D)	88
<i>Introduction</i>	88
MA-40 BARRIERS TO AFFORDABLE HOUSING - 91.410, 91.210(E)	90
MA-45 NON-HOUSING COMMUNITY DEVELOPMENT ASSETS - 91.410, 91.210(F)	91
<i>Introduction</i>	91
<i>Economic Development Market Analysis</i>	91
MA-50 NEEDS AND MARKET ANALYSIS DISCUSSION	97
MA-60 BROADBAND NEEDS OF HOUSING OCCUPIED BY LOW- AND MODERATE-INCOME HOUSEHOLDS - 91.210(A)(4), 91.310(A)(2)	99
MA-65 HAZARD MITIGATION - 91.210(A)(5), 91.310(A)(3)	102
STRATEGIC PLAN	104
SP-05 OVERVIEW	104
<i>Geographic Priorities</i>	105
<i>Influence of Market Conditions</i>	105
<i>Anticipated Resources</i>	105
<i>Institutional Delivery Structure</i>	105
<i>Goals</i>	105
<i>Public Housing</i>	105
<i>Barriers to Affordable Housing</i>	105
<i>Homelessness Strategy</i>	106
<i>Lead-Based Paint Hazards</i>	106
<i>Anti-Poverty Strategy</i>	106
SP-10 GEOGRAPHIC PRIORITIES - 91.415, 91.215(A)(1)	107
<i>General Allocation Priorities</i>	107
SP-25 PRIORITY NEEDS - 91.415, 91.215(A)(2)	108
<i>Priority Needs</i>	108
SP-30 INFLUENCE OF MARKET CONDITIONS - 91.415, 91.215(B)	112
SP-35 ANTICIPATED RESOURCES - 91.420(B), 91.215(A)(4), 91.220(C)(1,2)	113
<i>Introduction</i>	113
SP-40 INSTITUTIONAL DELIVERY STRUCTURE - 91.415, 91.215(K)	117
<i>Assessment of Strengths and Gaps in the Institutional Delivery System</i>	118

<i>Availability of services targeted to homeless persons and persons with HIV and mainstream services.....</i>	<i>119</i>
SP-55 STRATEGIC PLAN BARRIERS TO AFFORDABLE HOUSING - 91.415, 91.215(H).....	128
SP-60 HOMELESSNESS STRATEGY - 91.415, 91.215(D)	130
SP-65 LEAD-BASED PAINT HAZARDS - 91.415, 91.215(I)	132
SP-70 ANTI-POVERTY STRATEGY - 91.415, 91.215(J)	134
SP-80 MONITORING - 91.230	135
EXPECTED RESOURCES.....	136
AP-15 EXPECTED RESOURCES - 91.420(B), 91.220(C)(1,2)	136
ANNUAL GOALS AND OBJECTIVES.....	140
AP-20 ANNUAL GOALS AND OBJECTIVES - 91.420, 91.220(C)(3)&(E)	140
AP-35 PROJECTS - 91.420, 91.220(D)	145
<i>Introduction</i>	<i>145</i>
AP-38 PROJECT SUMMARY	146
AP-50 GEOGRAPHIC DISTRIBUTION - 91.420, 91.220(F)	152
AP-55 AFFORDABLE HOUSING - 91.420, 91.220(G)	153
<i>Introduction</i>	<i>153</i>
AP-60 PUBLIC HOUSING - 91.420, 91.220(H)	155
<i>Introduction</i>	<i>155</i>
AP-65 HOMELESS AND OTHER SPECIAL NEEDS ACTIVITIES - 91.420, 91.220(I)	157
<i>Introduction</i>	<i>157</i>
<i>Describe the jurisdiction's one-year goals and actions for reducing and.....</i>	<i>157</i>
AP-75 BARRIERS TO AFFORDABLE HOUSING - 91.420, 91.220(J)	159
<i>Introduction</i>	<i>159</i>
AP-85 OTHER ACTIONS - 91.420, 91.220(K).....	161
<i>Introduction</i>	<i>161</i>
AP-90 PROGRAM-SPECIFIC REQUIREMENTS - 91.420, 91.220(L)(1,2,4).....	163
<i>Introduction</i>	<i>163</i>
<i>Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(I)(1)</i>	<i>163</i>
<i>Other CDBG Requirements.....</i>	<i>163</i>
<i>HOME Investment Partnership Program (HOME) Reference 24 CFR 91.220(I)(2)</i>	<i>163</i>
<i>Emergency Solutions Grants (ESG) Reference 91.220(I)(4)</i>	<i>165</i>
APPENDIX	167

EXECUTIVE SUMMARY

ES-05 Executive Summary – 24 CFR 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 a Five-Year Consolidated Plan to implement any federal programs that fund housing, community development, and economic development within the community. The Marion County Consolidated Plan covers the period from FY 2024 through FY 2028 (October 1, 2024 through September 30, 2029).

This Consolidated Plan 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 (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.

Purpose of the Consolidated Plan

The purpose of the Consolidated Plan is to guide federal funding decisions in the next five years and:

- Assess the County's affordable housing and community development needs.
- Analyze the County's housing market.
- Articulate the County's priorities, goals, and strategies to address identified needs.

- Describe the actions the County will take to implement strategies for affordable housing and community development.

The Consolidated Plan is guided by three overarching goals that are applied according to a community's needs. The goals are:

- To provide decent housing by preserving the affordable housing stock, increasing the availability of affordable housing, reducing discriminatory barriers, increasing the supply of supportive housing for those with special needs, and transitioning homeless persons and families into housing.
- To provide a suitable living environment through safer, more livable neighborhoods, greater integration of LMI residents throughout the County, increased housing opportunities, and reinvestment in deteriorating neighborhoods.
- To expand economic opportunities through more jobs paying self-sufficient wages, homeownership opportunities, development activities that promote long-term community viability, and the empowerment of LMI persons to achieve self-sufficiency.

The County's Consolidated Plan for FY 2024–2028 provides data on trends and conditions related to the County's current and future affordable housing and community development needs. The analysis of this data has been used to establish priorities, strategies, and actions that the County will undertake to address these needs over the next five years. Annually, the County will develop its Annual Action Plan (AAP), which will describe the planned investment of federal resources to implement specific activities.

Marion County anticipates receiving the following grant amounts in fiscal year 2024. Projections for the remaining four years of the five-year period follow in parentheses; however, these projected amounts will likely change based on annual federal allocations.

- CDBG: \$2,170,659 (about \$10,853,295).
- HOME: \$882,912 (about \$4,414,565).
- ESG: \$190,989 (about \$954,945).

2. Summary of the objectives and outcomes identified in the Plan Needs

Assessment Overview

The Strategic Plan provides a framework to address the needs of the County for the next five years using approximately \$11 million in CDBG funds. The three overarching objectives guiding the proposed activities are:

- Providing decent affordable housing.
- Creating suitable living environments.
- Creating economic opportunities.

Outcomes show how programs and activities benefit LMI areas of a community or the people served. The three outcomes that will illustrate the benefits of each activity funded by the CDBG program are:

- Improved availability/accessibility.
- Improved affordability.
- Improved sustainability.

All future activities funded in the next five years will support at least one objective and one outcome. The County's framework for realizing the objectives and outcomes includes the following goals:

- Provide decent, affordable housing.
- Provide a suitable living environment.

- Increase homeownership.
- End chronic homelessness.

3. Evaluation of past performance

According to the County's last Consolidated Annual Performance and Evaluation Report (2022), HUD allocated \$2,078,472 in CDBG funds, \$1,027,080 in HOME funds, and \$171,589 in Homeless Emergency Assistance and Rapid Transition to Housing ESG funds to the County. The County and its sub-recipient organizations performing activities on behalf of the County successfully executed various activities throughout the 2022 program year. In 2022, the County made significant progress in accomplishing its goals, most notably in housing. Highlights include:

- Kut Different, Inc. provided mentoring and counseling services to 23 at-risk LMI children in middle and high school.
- With CDBG CARES Act funds, Marion County Veterans Helping Veterans, Inc. provided direct services (case management) to 98 LMI veterans and their families.
- The County acquired Five manufactured homes and made them available to low-income renters.
- Habitat for Humanity constructed 11 homes made available to low-income buyers.
- Four owner-occupied units were rehabilitated.

Each of the above-noted highlights continues the progress from the 2022 program year and works toward the strategic plan goals outlined in the last Consolidated Plan.

4. Summary of citizen participation process and consultation process

Marion County developed the Consolidated Plan through an extensive consultation process, which included:

- Meetings with agencies/organizations.
- Virtual meetings.
- Public hearings.
- Stakeholder/agency/organization surveys.
- Needs Assessment and Housing Market Analysis of the Five-Year Consolidated Plan.

Public hearings—The County held a public needs hearing on March 19, 2024 to educate residents and organizations about the CDBG, HOME, and ESG programs and obtain input on housing and community development needs; however, there were no attendees at the public needs hearing.

The County will conduct a final public hearing on August 6, 2024.

Stakeholder interviews—the County conducted a series of stakeholder meetings and interviews from January to April 2024 to discuss issues and opportunities related to housing and community development needs. The County invited individuals representing government and policy makers, nonprofit organizations, affordable housing providers, housing developers, community development organizations, and educational institutions, as well as other interested parties, to participate to ensure that as many points of view as possible were heard. A complete summary is included in the Citizen Participation Appendix.

Web-based stakeholder surveys—The County conducted a web-based survey for stakeholders that generated 127 responses in total—an excellent response rate. Questions focused on housing and community development needs. The major priorities, according to the survey responses, were affordable housing, assistance for the homeless, and economic development, in addition to public infrastructure and water and sewer improvements. A complete summary of the survey is in the Citizen Participation Appendix.

5. Summary of public comments

TBD

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 Consolidated Plan and AAP have been developed with extensive community input (as noted above) and reflect the needs of the County.

THE PROCESS

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Table 1 below lists the agencies/entities responsible for preparing the Consolidated Plan and those responsible for the administration of each grant program and funding source.

Table 1—Responsible Agencies

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

Narrative

The Marion County Community Services Department is responsible for preparing a Five-Year Consolidated Plan and an AAP for the Marion County HOME Consortium, which provides funding for the HOME grant. The Marion County HOME Consortium includes Marion County and the City of Ocala, which has signed a cooperative agreement with Marion County to participate in the County's HOME programs. Marion County acts as the lead agency for the Marion County HOME Consortium and is responsible for developing and monitoring a citizen participation plan that covers all the members of the Consortium. The City of Ocala is also a CDBG entitlement community and shares the citizen participation plan with the County as part of the HOME Consortium. As its own entitlement community, the City of Ocala is responsible for the administration of its own CDBG program.

Consolidated Plan Public Contact Information

Members of the public, stakeholders, and other interested parties can submit any comments or questions on the draft Consolidated Plan to:

Cheryl Martin
Community Services Director, Marion County
2710 E. Silver Springs Blvd.
Ocala, FL 34470
Cheryl.Martin@marionfl.org
352-671-8778

PR-10 Consultation - 91.100, 91.110, 91.200(b), 91.300(b), 91.215(l) and 91.315(l)

1. Introduction

Marion County, along with the City of Ocala, developed this Consolidated Plan utilizing various consultation strategies. The process included consulting with partners, public agencies, service providers, and other stakeholders in the development of the five-year Consolidated Plan to outline funding strategies for the County's CDBG, HOME, and ESG activities. In the development of the 2024–2028 Consolidated Plan, Marion County sought input from partners and stakeholders through in-person and virtual consultation sessions and an online stakeholder survey. This input, combined with information from data analysis, contributed to Marion County's funding strategy for the next five years.

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 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 vital to successfully carry out the goals and objectives identified in the Consolidated 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.

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 and the City of Ocala are integrated into the work of the local Continuum of Care (CoC) at all levels. Both City and County housing staff attend CoC board meetings once a month, serve on the Grant Ranking Committee, act as Chair for the Coordinator Intake Assessment Committee, serve on the CoC Homeless Council, serve on the HMIS Committee, and attend monthly network services meetings.

Marion County service providers and local governmental agencies support and encourage the ongoing efforts of the CoC and have used the CoC as a basis for the County's strategies to address homeless needs planning.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS.

As noted above, Marion County and the City of Ocala are integrated into the work of the local CoC at all levels. Marion County is the lead agency of the CoC and is in a consortium agreement with the City of Ocala.

As such, County staff attends all CoC membership and Board of Governors (BoG) meetings for monthly insight into the successes and challenges of the CoC network. Funding alignment is monitored by the County in partnership with the CoC in a way that allows for an all-inclusive view into the local resources available between Entitlement ESG, CoC ESG, CoC Temporary Assistance to Needy Families block grant

program, CoC CHALLENGE grants, and CoC Notice of Funding Opportunity grant funding awarded within the region.

As the CoC lead agency, the Ocala/Marion County Joint Office of Homelessness develops the performance standards through CoC BoG and CoC Membership consultation on an annual basis to ensure alignment in local performance standard setting and program intent between all ESG-based funding sources available within the community. The Marion County Community Services Department also contributes HUD community planning and development (CPD)-based insight as a reoccurring CoC Strategic Planning Committee member to guide CoC policy and procedure development based on the resources available within Marion County and CoC-driven data collection relevant to affordable housing needs, shelter needs, programmatic needs, and policy/ordinance needs at both the city and county levels.

In addition, as part of the development of this Consolidated Plan and AAP, the consultant working on the documents participated in one of the monthly CoC BoG meetings to provide an overview of the development of the Consolidated Plan and AAP and to gather feedback and input on needs from the participants. It was also an opportunity to encourage participation via the online survey in SurveyMonkey.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities.

Table 2 lists all the agencies and organizations that provided input in the development of the Consolidated Plan. Marion County sought input from all of the required organization types for the Consolidated Plan through four hybrid consultation sessions and one online stakeholder survey.

Overall, Marion County gathered input from 73 unique organizations. The County facilitated hybrid consultation sessions with the Marion County Hospital District, the CoC, the Ocala/Marion County Community Foundation, the Ocala Housing Authority (OHA), and the Marion County Chamber and Economic Partnership (CEP). Finally, the County distributed an online survey from January 30 to March 31, 2024, to which 127 stakeholders responded.

Table 2—Agencies, groups, and organizations who participated in consultations

Agency/ Group/ Organization	Agency/Group/ Organization Type	What Section of the Plan was addressed by Consultation?	How was the Agency/Group/ Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?
Marion County Hospital District	<ul style="list-style-type: none"> • Other government—County • Health agency • Services—Health 	<ul style="list-style-type: none"> • Housing Need Assessment • Non-Homeless Special Needs • Non-Housing Community Development Strategy 	Consultation was conducted via a remote interview. In addition, the agency replied to the survey and provided background reports and documents.

Marion County CoC	<ul style="list-style-type: none"> Continuum of Care 	<ul style="list-style-type: none"> Homeless Needs - Chronically Homeless Homeless Needs - Families with Children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied Youth Homelessness Strategy 	Consultation was conducted via a presentation at a CoC BoG meeting; members completed the survey in SurveyMonkey.
Ocala Housing Authority	<ul style="list-style-type: none"> Public housing authority (PHA) 	<ul style="list-style-type: none"> Housing Need Assessment Public Housing Needs 	Consultation was conducted via an interview; OHA completed the survey in SurveyMonkey.
Marion County Chamber and Economic Partnership	<ul style="list-style-type: none"> Regional organizations Business and civic leaders 	<ul style="list-style-type: none"> Non-Housing Community Development Strategy 	Consultation was conducted via an interview. In addition, the agency replied to the survey and provided background reports and documents.
City of Ocala	<ul style="list-style-type: none"> Government 	<ul style="list-style-type: none"> Homeless Needs - Chronically Homeless Homeless Needs - Families with Children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied Youth Homelessness Strategy 	Consultation was conducted via an interview. In addition, the city replied to the survey.
Marion County Board of Commissioners	<ul style="list-style-type: none"> Government Planning organization 	<ul style="list-style-type: none"> All sections 	Consultation was conducted via a presentation at a Board of Commissioners meeting; members completed the survey in SurveyMonkey.
Cox Communications	<ul style="list-style-type: none"> Services—Broadband 	<ul style="list-style-type: none"> Non-Housing Community Development Strategy Other - Broadband 	Completed the survey in SurveyMonkey.
Kleerview Investment Group	<ul style="list-style-type: none"> Business leader 	<ul style="list-style-type: none"> Non-Housing Community Development Strategy 	Completed the survey in SurveyMonkey.
Marion County	<ul style="list-style-type: none"> Other 	<ul style="list-style-type: none"> Housing Need Assessment 	Completed the survey in

Growth Services	<ul style="list-style-type: none"> government—local Planning organization 	<ul style="list-style-type: none"> Non-Housing Community Development Strategy 	SurveyMonkey.
Ross Mortgage Corporation	<ul style="list-style-type: none"> Other: Residential home lender 	<ul style="list-style-type: none"> Housing Need Assessment 	Completed the survey in SurveyMonkey.
Community Foundation of Ocala/Marion County	<ul style="list-style-type: none"> Regional organization Foundation 	<ul style="list-style-type: none"> Housing Need Assessment Non-Housing Community Development Strategy Market Analysis Anti-Poverty Strategy 	Consultation was conducted via an interview; the organization completed the survey in SurveyMonkey.
Transitions Life Center	<ul style="list-style-type: none"> Services—persons with disabilities 	<ul style="list-style-type: none"> Housing Need Assessment Non-Homeless Special Needs 	Completed the survey in SurveyMonkey.
Total Lending Concepts	<ul style="list-style-type: none"> Other: Residential mortgage lender 	<ul style="list-style-type: none"> Housing Need Assessment 	Completed the survey in SurveyMonkey.
Marion County Community Services	<ul style="list-style-type: none"> Other government—local 	<ul style="list-style-type: none"> All sections 	Engaged in and directed the development of the Consolidated Plan. Completed the survey in SurveyMonkey.
Marion County Office of the County Engineer	<ul style="list-style-type: none"> Other government—local 	<ul style="list-style-type: none"> Non-Housing Community Development Strategy 	Completed the survey in SurveyMonkey.
Lutheran Services of Florida	<ul style="list-style-type: none"> Services—persons with disabilities Child welfare agency Services—children CoC collaborative applicant or member Services—employment Services—healthcare Services—homeless 	<ul style="list-style-type: none"> Housing Need Assessment Homeless Needs - Chronically Homeless Homeless Needs - Families with Children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied Youth Homelessness Strategy 	Completed the survey in SurveyMonkey.

Stress Less Mortgage LLC	<ul style="list-style-type: none"> • Housing 	<ul style="list-style-type: none"> • Housing Need Assessment 	Completed the survey in SurveyMonkey.
Ocala Police Department	<ul style="list-style-type: none"> • Other government—local 	<ul style="list-style-type: none"> • Non-Housing Community Development Strategy 	Completed the survey in SurveyMonkey.
Ferrentino & Son LLC	<ul style="list-style-type: none"> • Housing • Business leader 	<ul style="list-style-type: none"> • Housing Need Assessment 	Completed the survey in SurveyMonkey.
Marion County Jail	<ul style="list-style-type: none"> • Other government—local • CoC collaborative applicant or member • Publicly funded institution or system of care 	<ul style="list-style-type: none"> • Housing Need Assessment • Non-housing Community Development Strategy 	Completed the survey in SurveyMonkey.
Carrfour Supportive Housing	<ul style="list-style-type: none"> • Housing provider or developer • Services—persons with disabilities • Services—persons with HIV/AIDS • Services—victims of domestic violence • Services—elderly persons • Services—children • CoC collaborative applicant or member • Services—fair housing • Services—homelessness 	<ul style="list-style-type: none"> • Housing Need Assessment • Homeless Needs - Chronically Homeless • Homeless Needs - Families with Children • Homelessness Needs - Veterans • Homelessness Needs - Unaccompanied Youth • Homelessness Strategy 	Completed the survey in SurveyMonkey.

	<ul style="list-style-type: none"> • Other: property manager 		
Marion County Public Schools	<ul style="list-style-type: none"> • Services—education • Other government—local 	<ul style="list-style-type: none"> • Housing Need Assessment • Non-Housing Community Development Strategy 	Completed the survey in SurveyMonkey.
Next Dimension Construction and Roofing	<ul style="list-style-type: none"> • Housing 	<ul style="list-style-type: none"> • Housing Need Assessment 	Completed the survey in SurveyMonkey.
Veterans Helping Veterans USA	<ul style="list-style-type: none"> • Services—persons with disabilities • Services—education • Services—fair housing • Services—homelessness • Services—Veterans 	<ul style="list-style-type: none"> • Housing Need Assessment • Homelessness Needs – Veterans • Homelessness Strategy 	Completed the survey in SurveyMonkey.
Kids Central Inc.	<ul style="list-style-type: none"> • Child welfare agency • Publicly funded institution or system of care 	<ul style="list-style-type: none"> • Housing Need Assessment 	Completed the survey in SurveyMonkey.
Fifth Third Bank	<ul style="list-style-type: none"> • Other: Bank 	<ul style="list-style-type: none"> • Housing Need Assessment • Non-Housing Community Development Strategy 	Completed the survey in SurveyMonkey.
Community Action Stops Abuse	<ul style="list-style-type: none"> • Services—victims of domestic violence 	<ul style="list-style-type: none"> • Housing Need Assessment • Homelessness Strategy • Non-Homeless Special Needs 	Completed the survey in SurveyMonkey.
Heart of Florida Health Cetner	<ul style="list-style-type: none"> • Health agency • Services—persons with disabilities • Services—persons with HIV/AIDS • Services—victims of domestic violence 	<ul style="list-style-type: none"> • Housing Need Assessment • Homelessness Strategy • Non-Homeless Special Needs • Anti-Poverty Strategy 	Completed the survey in SurveyMonkey.

	<ul style="list-style-type: none"> • Services—elderly persons • Services—children • Services—health • Services—homelessness • Publicly funded institution or system of care 		
Families with Loved Ones in Prison	<ul style="list-style-type: none"> • Services—persons with HIV/AIDS • Services—fair housing • Services—homelessness 	<ul style="list-style-type: none"> • Housing Need Assessment • Homelessness Strategy 	Completed the survey in SurveyMonkey.
Blue Diamond Contracting Incorporated	<ul style="list-style-type: none"> • Housing provider or developer • Services—persons with disabilities • Services—persons with HIV/AIDS • Services—victims of domestic violence • Services—fair housing • Services—homeless 	<ul style="list-style-type: none"> • Housing Need Assessment 	Completed the survey in SurveyMonkey.
Salvation Army of Marion County	<ul style="list-style-type: none"> • CoC collaborative applicant or member • Services—homeless 	<ul style="list-style-type: none"> • Housing Need Assessment • Homelessness Strategy 	Completed the survey in SurveyMonkey.
Gulf Atlantic Bank	<ul style="list-style-type: none"> • Services—fair housing • Other: mortgage provider for low-income housing 	<ul style="list-style-type: none"> • Housing Need Assessment 	Completed the survey in SurveyMonkey.
Central Florida	<ul style="list-style-type: none"> • Services— 	<ul style="list-style-type: none"> • Non-Housing Community 	Completed the survey in

Broadband	broadband	Development Strategy	SurveyMonkey.
Arnette House Inc.	<ul style="list-style-type: none"> • Services—children • CoC collaborative applicant or member • Services—homeless 	<ul style="list-style-type: none"> • Housing Need Assessment • Homeless Needs - Chronically Homeless • Homeless Needs - Families with Children • Homelessness Needs - Veterans • Homelessness Needs - Unaccompanied Youth • Homelessness Strategy 	Completed the survey in SurveyMonkey.
Office of Homeless Prevention	<ul style="list-style-type: none"> • Government 	<ul style="list-style-type: none"> • Housing Need Assessment 	Completed the survey in SurveyMonkey.
Center for Independent Living of North Central Florida	<ul style="list-style-type: none"> • Services—education • Services—employment • Government 	<ul style="list-style-type: none"> • Housing Need Assessment 	Completed the survey in SurveyMonkey.
Housing Finance Authority of Marion County	<ul style="list-style-type: none"> • Housing provider or developer 	<ul style="list-style-type: none"> • Housing Need Assessment 	Completed the survey in SurveyMonkey.
Marion County Literacy Council, Inc.	<ul style="list-style-type: none"> • Services—education 	<ul style="list-style-type: none"> • Non-Housing Community Development Strategy • Anti-Poverty strategy 	Completed the survey in SurveyMonkey.
Mid Florida Homeless Coalition PATH Team	<ul style="list-style-type: none"> • Services—homeless 	<ul style="list-style-type: none"> • Housing Need Assessment • Homeless Needs - Chronically Homeless • Homeless Needs - Families with Children • Homelessness Needs - Veterans • Homelessness Needs - Unaccompanied Youth • Homelessness Strategy 	Completed the survey in SurveyMonkey.
Habitat for Humanity of Marion County	<ul style="list-style-type: none"> • Housing provider or developer 	<ul style="list-style-type: none"> • Housing Need Assessment 	Completed the survey in SurveyMonkey.
Florida State Representative Yvonne Hayes	<ul style="list-style-type: none"> • Civic leader 	<ul style="list-style-type: none"> • Housing Need Assessment • Non-Housing Community Development Strategy 	Completed the survey in SurveyMonkey.

Hinson			
University of Florida	<ul style="list-style-type: none"> • Services—education 	<ul style="list-style-type: none"> • Non-Housing Community Development Strategy • Anti-Poverty strategy 	Completed the survey in SurveyMonkey.
Interfaith Emergency Services	<ul style="list-style-type: none"> • Services—children • CoC collaborative applicant or member • Services—homeless 	<ul style="list-style-type: none"> • Housing Need Assessment • Homeless Needs - Chronically Homeless • Homeless Needs - Families with Children • Homelessness Needs - Veterans • Homelessness Needs - Unaccompanied Youth • Homelessness Strategy 	Completed the survey in SurveyMonkey.
Ocala Metro Chamber and Economic Partnership	<ul style="list-style-type: none"> • Business leader 	<ul style="list-style-type: none"> • Non-Housing Community Development Strategy 	Completed the survey in SurveyMonkey.
Early Learning Coalition of Marion County	<ul style="list-style-type: none"> • Services—children • CoC collaborative applicant or member • Services—education • Services—persons with disabilities 	<ul style="list-style-type: none"> • Housing Need Assessment • Homelessness Strategy • Non-Homeless Special Needs 	Completed the survey in SurveyMonkey.
Eckerd Connects	<ul style="list-style-type: none"> • Services—children • Services—employment 	<ul style="list-style-type: none"> • Non-Housing Community Development Strategy 	Completed the survey in SurveyMonkey.
City of Ocala Growth Management	<ul style="list-style-type: none"> • Government 	<ul style="list-style-type: none"> • Non-Housing Community Development Strategy 	Completed the survey in SurveyMonkey.
Chair of the Community Revitalization Area Committee	<ul style="list-style-type: none"> • Business leader 	<ul style="list-style-type: none"> • Non-Housing Community Development Strategy 	Completed the survey in SurveyMonkey.
Project Hope of Ocala	<ul style="list-style-type: none"> • Housing provider or developer 	<ul style="list-style-type: none"> • Housing Need Assessment • Homeless Needs - Families with Children 	Completed the survey in SurveyMonkey.

		<ul style="list-style-type: none"> • Homelessness Strategy 	
Office of the Sheriff	<ul style="list-style-type: none"> • Government 	<ul style="list-style-type: none"> • Non-Housing Community Development Strategy 	Completed the survey in SurveyMonkey.
Marion County Municipal Services Taxing Unit	<ul style="list-style-type: none"> • Government 	<ul style="list-style-type: none"> • Non-Housing Community Development Strategy 	Completed the survey in SurveyMonkey.
Marion County Children's Alliance	<ul style="list-style-type: none"> • Services—children 	<ul style="list-style-type: none"> • Housing Need Assessment • Homeless Needs - Families with Children 	Completed the survey in SurveyMonkey.
United Way of Marion County	<ul style="list-style-type: none"> • Planning organization 	<ul style="list-style-type: none"> • Housing Need Assessment • Homelessness Strategy • Non-Homeless Special Needs 	Completed the survey in SurveyMonkey.
Ocala Fire Rescue	<ul style="list-style-type: none"> • Health agency • Government • Other: Disaster planning and management 	<ul style="list-style-type: none"> • Non-Housing Community Development Strategy 	Completed the survey in SurveyMonkey.
Wear Gloves Inc.	<ul style="list-style-type: none"> • Housing provider or developer • Services—persons with disabilities • Services—persons with HIV/AIDS • Services—victims of domestic violence • CoC collaborative applicant or member • Services—education • Services—employment • Services—homeless 	<ul style="list-style-type: none"> • Housing Need Assessment 	Completed the survey in SurveyMonkey.
Supreme	<ul style="list-style-type: none"> • Other: Mortgage 	<ul style="list-style-type: none"> • Housing Need Assessment 	Completed the survey in

Lending	lender		SurveyMonkey.
United States Department of Agriculture Rural Development	<ul style="list-style-type: none"> • Government 	<ul style="list-style-type: none"> • Housing Need Assessment • Non-Housing Community Development Strategy 	Completed the survey in SurveyMonkey.
Hands of Mercy Everywhere	<ul style="list-style-type: none"> • Housing provider or developer • Services—victims of domestic violence • child welfare agency • Services—children • Services—employment • Services—homeless 	<ul style="list-style-type: none"> • Housing Need Assessment 	Completed the survey in SurveyMonkey.
Project Hope	<ul style="list-style-type: none"> • Housing provider or developer • Services—victims of domestic violence • CoC collaborative applicant • Services—fair housing • Services—homeless 	<ul style="list-style-type: none"> • Housing Need Assessment 	Completed the survey in SurveyMonkey.
Marion County Veterans Council, Inc.	<ul style="list-style-type: none"> • Services—persons with a disability • Services—homeless • Services—veterans 	<ul style="list-style-type: none"> • Housing Need Assessment • Homelessness Needs – Veterans • Homelessness Strategy 	Completed the survey in SurveyMonkey.
Greater New Hope Church	<ul style="list-style-type: none"> • CoC collaborative applicant or member 	<ul style="list-style-type: none"> • Housing Need Assessment • Homelessness Strategy • Non-Homeless Special Needs 	Completed the survey in SurveyMonkey.

SunTran	<ul style="list-style-type: none"> • Government • Other: Transportation 	<ul style="list-style-type: none"> • Non-Housing Community Development Strategy 	Completed the survey in SurveyMonkey.
Shepherd's Light House	<ul style="list-style-type: none"> • CoC collaborative applicant or member 	<ul style="list-style-type: none"> • Housing Need Assessment • Homelessness Strategy 	Completed the survey in SurveyMonkey.
Community Legal Services of Mid-Florida	<ul style="list-style-type: none"> • Other: Legal aid/legal services organization • Services—fair housing 	<ul style="list-style-type: none"> • Non-Housing Community Development Strategy 	Completed the survey in SurveyMonkey.
CareerSource Citrus Levy Marion	<ul style="list-style-type: none"> • Services—education • Services—employment • Government • Regional organization 	<ul style="list-style-type: none"> • Non-Housing Community Development Strategy 	Completed the survey in SurveyMonkey.
SMA Healthcare	<ul style="list-style-type: none"> • Services—health 	<ul style="list-style-type: none"> • Housing Need Assessment • Homelessness Strategy • Non-Homeless Special Needs 	Completed the survey in SurveyMonkey.
Court Administration, Fifth Judicial Circuit	<ul style="list-style-type: none"> • Government 	<ul style="list-style-type: none"> • Housing Need Assessment • Homelessness Strategy • Non-Homeless Special Needs 	Completed the survey in SurveyMonkey.
National Alliance on Mental Illness of Marion County	<ul style="list-style-type: none"> • Services—persons with a disability • Services—health • Other: Services for persons with mental health challenges 	<ul style="list-style-type: none"> • Housing Need Assessment • Homelessness Strategy • Non-Homeless Special Needs 	Completed the survey in SurveyMonkey.
Concerned Citizens of Chatmire	<ul style="list-style-type: none"> • Civic leaders 	<ul style="list-style-type: none"> • Non-Housing Community Development Strategy 	Completed the survey in SurveyMonkey.
Marion County Children's Advocacy Center, Kimberly's Center for Child Protection	<ul style="list-style-type: none"> • Services—victims of domestic violence • Child welfare agency • Services— 	<ul style="list-style-type: none"> • Housing Need Assessment • Homelessness Strategy • Non-Homeless Special Needs 	Completed the survey in SurveyMonkey.

	children		
Florida Department of Health in Marion County	<ul style="list-style-type: none"> • Health agency • Government • Services—health • Publicly funded institution or system of care 	<ul style="list-style-type: none"> • Housing Need Assessment • Homelessness Strategy • Non-Homeless Special Needs 	Completed the survey in SurveyMonkey.

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 Consolidated Plan. The County encouraged all organization types to participate in the consultation process and provide input for the Consolidated Plan.

Other local/regional/state/federal planning efforts considered when preparing the Plan.

Table 3—Other local/regional/federal planning efforts

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Chamber and Economic Partnership Five-Year Strategic Plan	Ocala Metro CEP	Strategic Plan goals were influenced by the economic development efforts identified in the Chamber and Economic Partnership Five-Year Strategic Plan.
Ocala Housing Authority Agency Plan	OHA	Strategic Plan goals for housing and affordability gaps were influenced by the issues identified in OHA's Plan.
Marion County Hazard Mitigation Strategy	Marion County	Strategic Plan goals were influenced by the issues identified in the Hazard Mitigation Plan.
Marion County HOME American Rescue Plan (HOME-ARP) Allocation Plan	Marion County	Strategic Plan goals were influenced by the issues identified in the HOME-ARP Allocation Plan.
2023 Home Matters	Florida Housing Coalition	Strategic Plan goals were influenced by the issues identified in the Home Matters report.
Marion County Broadband Feasibility Report	Marion County	Strategic Plan goals were influenced by the issues identified in the Broadband Feasibility Report.
Florida Department of Elder Affairs: Marion County	State agency	Strategic Plan goals were influenced by the issues identified in the reports and data from the department.

Florida Department of Health: Marion County	State agency	Strategic Plan goals were influenced by the issues identified in the reports and data from the department.
CoC 2022 Plan	Marion County and the City of Ocala	Strategic Plan goals were influenced by the issues identified in the CoC 2022 Plan.
Marion County Analysis of Impediments to Fair Housing Choice (AI)—2019	Marion County	Strategic Plan goals and objectives will affirmatively further fair housing

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(I)).

The Marion County Community Services Department has an ongoing relationship with the County's Growth Services and Planning offices and utilizes their assistance, when necessary, to carry out the goals and objectives of the Consolidated Plan. The Community Services Department also meets regularly with representatives of public service agencies, is involved in strategizing to facilitate services, and participates in various boards as needed. Being involved with public service providers, developers, and other units of local government throughout the year facilitates the implementation of the Consolidated Plan.

PR-15 Citizen Participation - 91.105, 91.115, 91.200(c) and 91.300(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation

Summarize citizen participation process and how it impacted goal-setting.

Public hearings—The County held a public needs hearing specifically for the Consolidated Plan on March 19, 2024 and will conduct a final public hearing on August 6, 2024.

Stakeholder interviews—From January through May 2024, the County conducted a series of stakeholder interviews and consultations for the Consolidated Plan. Several individuals from organizations whose mission involves housing in one facet or another provided feedback. The County invited individuals representing government and policy makers, nonprofit organizations, homeless providers and social service agencies, affordable housing providers, housing developers, community development organizations, and educational institutions, as well as other interested parties, to participate to include as many points of view as possible. A complete summary of meeting minutes is included in the Citizen Participation Appendix.

Web-based stakeholder surveys—The County conducted a web-based survey that generated 127 responses in total—an excellent response rate. The questions focused on housing and community development needs. The major priorities, according to the survey responses, were affordable housing, economic development, and homeless services and housing. A complete summary of the survey is included in the Citizen Participation Appendix.

Table 4: 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	Public Needs Hearing (March 19, 2024)	Public	0 attendees	Participants provided input on community needs and priorities.	All comments were accepted.	N/A
2	Stakeholder Interviews (January through May 2024)	Stakeholders	25 attendees	Participants provided input on community needs and priorities.	All comments were accepted.	N/A

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)
3	Final Public Hearing (August 6, 2024)	Public	-- attendees	Participants supported the Consolidated Plan and AAP and their submittal to HUD.	All comments were accepted.	

NEEDS ASSESSMENT

NA-05 Overview

Needs Assessment Overview

The Needs Assessment examines needs related to affordable housing, special needs housing, community development, and homelessness of the Marion County and City of Ocala HOME Consortium. It provides a qualitative and quantitative analysis of multiple datasets, supplemented with interviews and a stakeholder survey, to paint a detailed picture of the housing needs facing individuals and households in Marion County. The needs identified in this section help to inform the County's Strategic Plan, which outlines how Marion County will use its federal funds over the next five years.

The Needs Assessment includes the following sections:

- Housing Needs Assessment.
- Disproportionately Greater Need.
- Public Housing.
- Homeless Needs Assessment.
- Non-Homeless Special Needs Assessment.
- Non-Housing Community Development Needs.

Key Themes from the Needs Assessment

The following key themes emerged related to the housing needs facing Marion County residents.

Disproportionately Greater Need

The Needs Assessment explored whether any race or ethnic groups disproportionately experienced housing problems compared to the population as a whole. The 2020 Comprehensive Housing Affordability Strategy (CHAS) data indicates that Asian households earning less than 30 percent of the area median income (AMI) were disproportionately impacted by housing problems and severe housing problems; however, the sample size of these households in the CHAS data is small and may not accurately represent the housing needs of the community. CHAS data also indicates that White non-Hispanic households earning less than 30 percent AMI are disproportionately impacted by severe housing problems.

Housing Problems

In 2020, 41 percent of all households in Marion County experienced at least one of the four housing problems that are captured in CHAS data, which include housing units lacking complete kitchen facilities, housing units lacking complete plumbing facilities, overcrowded households, and cost-burdened households. The most common housing problem was spending more than 30 percent of income on housing costs.

Severe Housing Problems

In 2020, 25 percent of all households in Marion County experienced at least one of the four severe housing problems that are captured in CHAS data, which include housing units lacking complete kitchen facilities, housing units lacking complete plumbing facilities, severely overcrowded households, and severely cost-

burdened households. The most common severe housing problem was spending more than 50 percent of income on housing costs.

Housing Cost Burden

Fifty-nine percent of all renter households earning less than 30 percent of the HUD Area Median Family Income (HAMFI) and 53 percent of all owner households earning less than 30 percent HAMFI spent more than half of their income on housing costs.

Public Housing

The OHA is the active PHA in Marion County. The OHA, a certified HUD Housing Counseling Agency, manages and provides subsidized housing to 186 families through the public housing and permanent supportive housing (PSH) programs and manages 44 units of affordable scattered site housing throughout Marion County. The OHA serves approximately 1,511 Housing Choice Voucher (HCV) participants who utilize their vouchers through several different voucher programs. The OHA maintains waiting lists for both the HCV program (> 3,000) and public housing (>2,000). The large number of persons on the waiting list highlights the need for additional affordable housing.

Homeless Needs Assessment

The Ocala/Marion County Joint Office of Homelessness oversees CoC operations to meet the needs of people experiencing homelessness through coordination and collaborative planning with the CoC. The number of homeless still outnumbers the resources available to manage the issue. Preliminary information indicates the 2023 Point-in-Time (PIT) Count data will show a slight increase. The 2022 PIT Count focused on those experiencing sheltered and unsheltered homelessness in Marion County. A total of 267 persons were in a shelter, 123 were in emergency shelter, and 144 were in transitional housing. There were 188 unsheltered persons, totaling 455 people experiencing homelessness in the County. This is lower than the total number of people experiencing homelessness in 2020 (523) and 2021 (512).

Non-Homeless Special Needs Assessment

Persons with special needs include the elderly and frail elderly, persons with developmental and physical disabilities, persons suffering from drug and alcohol addiction, and persons living with HIV/AIDS. Generally, individuals who have special needs are typically extremely low income and face tremendous challenges finding housing that they can afford. Individuals with special needs also require supportive services. Public and private sources have much smaller funds available for these purposes, making it difficult for non-profit organizations to develop and operate housing and supportive service programs.

Non-Housing Community Development Needs

Marion County's population has grown significantly during the last decade, and will likely continue to grow in the future. An estimated 36,000 more people now call Marion County home than those accounted for in the 2010 Census. This is similar to adding another city that is half the size of Ocala to the unincorporated areas of the county.

During the next five years, growth is expected to continue with several projects in planning and development. Through CDBG funds, the County can fund the construction, rehabilitation, or installation of public improvements. Public improvements include, but are not limited to, street and sidewalk improvements, water and sewer installation and maintenance, and Americans with Disabilities Act (ADA)-compliant construction and rehabilitation. The County needs water and sewer infrastructure, including street and sidewalk improvements, and needs to address mobility and access management.

Data Sources and Terms

The Consolidated Plan utilizes two primary data sources: data from the Census Bureau’s American Community Survey (ACS) and custom tabulations of ACS data called the Comprehensive Housing Affordability Strategy (CHAS) data. The most recent ACS data are the 2017–2021 five-years estimates, and the most recent CHAS data are the 2016–2020 five-year estimates.

NA-10 Housing Needs Assessment - 24 CFR 91.405, 24 CFR 91.205 (a,b,c)

Summary of Housing Needs

ACS data provides insight into the change in the County's population, number of households, and median household incomes from 2012 to 2022. The data indicates that between 2012 and 2022, median household income for Marion County residents increased by almost 40 percent, but after adjusting for inflation, median household income only increased by 12 percent. Conversely, median contract rent was \$631 in Marion County in 2012 and increased by 40 percent to \$885 by 2022, while the median home value was \$130,900 in 2012 and increased 49 percent to \$194,900 by 2022. After adjusting for inflation, however, median contract rent increased by 13 percent and the median home value increased by 20 percent.

Table 5: Housing Needs Assessment Demographics

Demographics	Base Year: 2012	Most Recent Year: 2022	% Change
Population	331,987	378,225	14%
Households	134,733	154,996	15%
Median Income	\$39,770.00	\$55,265.00	39%

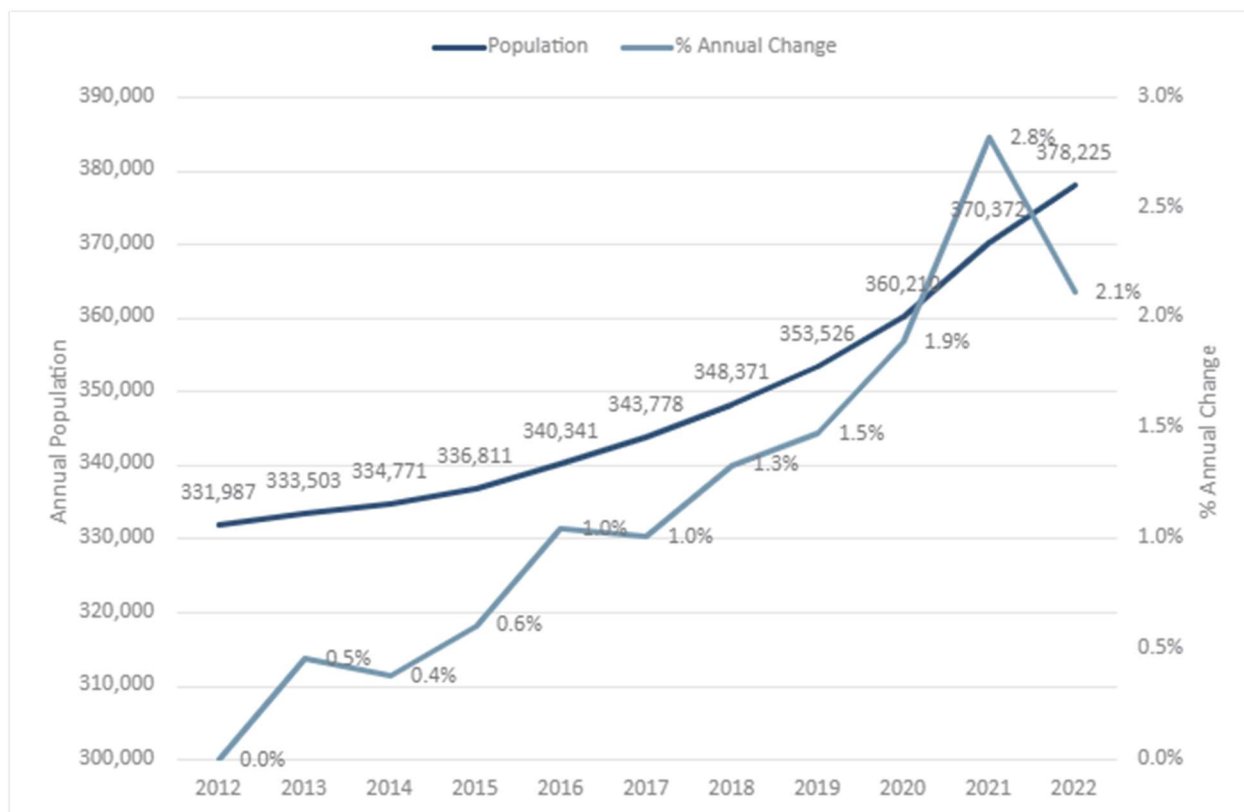
Source: 2008–2012 ACS (base year), 2018–2022 ACS (most recent year).

Another factor impacting the demand for housing is population growth. In 2012, Marion County's population was 331,987 people. By 2022, the population had grown by 14 percent to 378,225 people. Figure 1 shows that while the population has steadily increased over the ten-year period, the rate of annual population growth has decreased over time.

In addition to data on the County's population, the ACS and CHAS provide information on household income and housing affordability. CHAS data classifies household income into HAMFI categories that represent family household median income for a given geographic area. For this analysis, HAMFI is comparable to AMI.

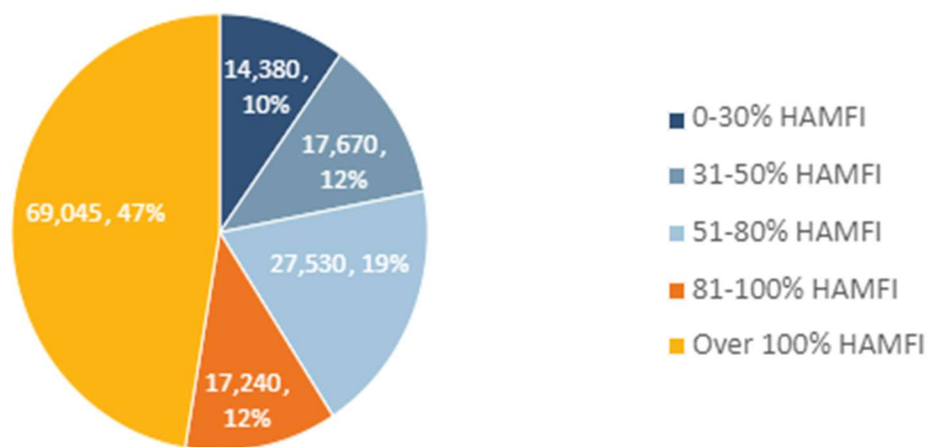
Figure 2 depicts the number of households by HAMFI category in Marion County. In 2020, HUD's median family income for households in Marion County was \$71,700, which has the same buying power as \$83,150.78 in 2023. The 2020 CHAS data indicates that 41 percent of all households earned less than 80 percent HAMFI, which HUD considers LMI, highlighting the number of low-income households in Marion County, while 47 percent of households earned over 100 percent HAMFI.

Figure 1: Annual Population Change in Marion County from 2012–2022



Data Source: 2012–2022 ACS.

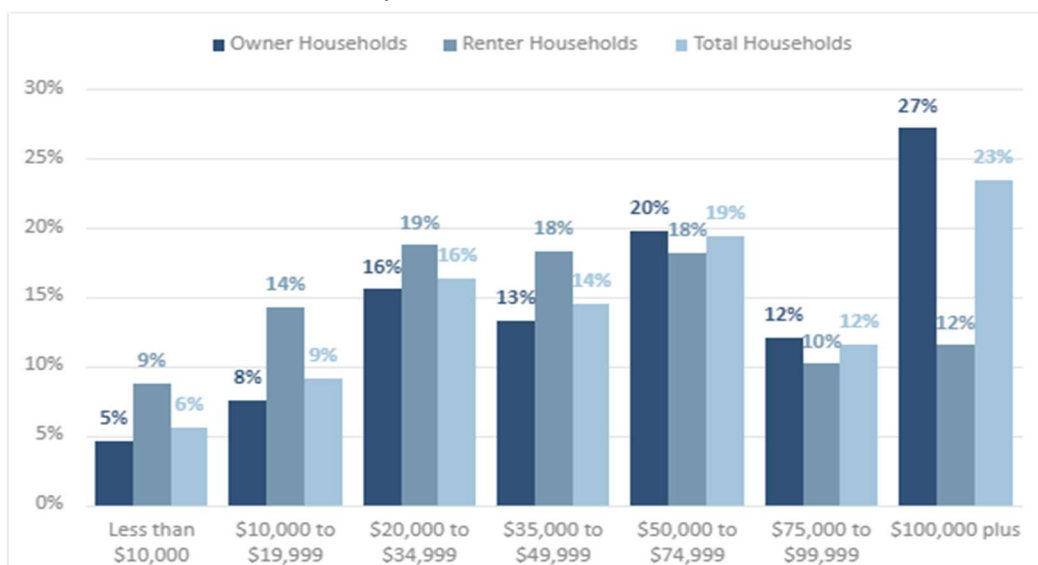
Figure 2: Share of Total Households by Percent HAMFI



Data Source: 2016–2020 CHAS.

In comparison to HAMFI categories, which depict income relative to AMI, Figure 3 shows the percentage of households within various income brackets by tenure using 2022 ACS data. The data indicates that a larger percentage of homeowners have higher incomes compared to renter households. Notably, 27 percent of owner households earn \$100,000 or more in annual income, whereas this figure is 12 percent for renter households. Conversely, higher percentages of renter households comprise the lowest income brackets.

Figure 3: Percent of Owners and Renters by Income Bracket



Data Source: 2018–2022 ACS.

Table 6 presents 2020 CHAS data on the number of households in Marion County by household type and HAMFI category. 2020 CHAS data indicates that 47 percent of Marion County households earned over 100 percent HAMFI. Among households earning less than 100 percent HAMFI, 12 percent earned 80–100 percent HAMFI, 19 percent earned 50–80 percent HAMFI, 12 percent earned 30–50 percent HAMFI, and the remaining 10 percent earned less than 30 percent HAMFI.

When disaggregated by tenure, 33 percent of owner households earning less than 50 percent HAMFI contained at least one person aged 62 to 74 years and 34 percent contained at least one person aged 75 or older. In comparison, 60 percent of renter households earning less than 50 percent HAMFI were small families and 21 percent contained at least one person aged 62 to 74 years. In addition, 22 percent of renter households earning less than 50 percent HAMFI were households with one or more children six years old or younger.

Table 6: Total Number of Households

	0–30% HAMFI	>30– 50% HAMFI	>50– 80% HAMFI	>80– 100% HAMFI	>100% HAMFI
Total Households	14,380	17,670	27,530	17,240	69,045
Small Family Households	3,580	4,200	7,160	5,915	26,095
Large Family Households	865	1,050	1,805	1,170	3,975
Household contains at least one person 62–74 years of age	3,895	5,345	8,720	5,460	23,795
Household contains at least one person age 75 or older	2,600	5,460	7,255	3,670	12,440

Households with one or more children 6 years old or younger	2,014	2,585	3,179	1,895	6,970
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Data Source: 2016–2020 CHAS.

Housing Needs Summary Tables

The following tables explore the number of households in Marion County experiencing specific types of housing problems that are captured in CHAS data, which include:

- **Substandard housing:** Units lacking complete plumbing or kitchen facilities.
- **Overcrowded:** Households in which there is more than one person per room (and none of the above problems).
- **Severely overcrowded:** Households in which there are more than 1.5 people per room (and none of the above problems).
- **Housing cost burden:** Households that spend more than 30 percent of their income on housing costs.
- **Severe housing cost burden:** Households that spend more than 50 percent of their income on housing costs.

Housing Problems (households with one of the listed needs)

Table 7 outlines the number of households experiencing a housing problem by tenure in Marion County. Of the housing problems identified in the table, the most common issues for renter and owner households were housing cost burden. In 2020, 3,695 renter households and 4,285 owner households earning less than 30 percent HAMFI paid more than half of their income on housing costs. In other words, 59 percent of all renter households earning less than 30 percent HAMFI and 53 percent of all owner households earning less than 30 percent HAMFI spent more than half of their income on housing costs.

Table 7: Households with Housing Problems

	Renter					Owner				
	0–30% HAMFI	>30–50% HAMFI	>50–80% HAMFI	>80–100% HAMFI	Total	0–30% HAMFI	>30–50% HAMFI	>50–80% HAMFI	>80–100% HAMFI	Total
NUMBER OF HOUSEHOLDS										
Substandard Housing: Lacking complete plumbing or kitchen facilities	90	275	320	50	735	90	55	185	40	370
Severely Overcrowded: With >1.51 people per room (and complete	35	65	80	15	195	4	35	40	85	164

kitchen and plumbing)										
Overcrowded: With 1.01-1.5 people per room (and none of the above problems)	355	190	235	295	1,075	95	130	430	220	875
Housing cost burden greater than 50% of income (and none of the above problems)	3,695	2,640	495	30	6,860	4,285	2,455	1,615	440	8,795
Housing cost burden greater than 30% of income (and none of the above problems)	270	1,555	3,835	935	6,595	1,125	2,865	3,075	2,205	9,270
Zero/negative income (and none of the above problems)	1,145	0	0	0	1,145	1,385	0	0	0	1,385

Data Source: 2016–2020 CHAS.

Severe Housing Problems

Table 8 includes data on the number of households experiencing severe housing problems by income level and tenure. Among all households earning less than 100 percent AMI, 19,085 households (25 percent) experienced one or more severe housing problems in 2020. Of them, 33 percent were renters and 66 percent were owners. For both owner and renter households, most households that experienced one or more severe housing problems had very low incomes.

Table 8: Households with Severe Housing Problems

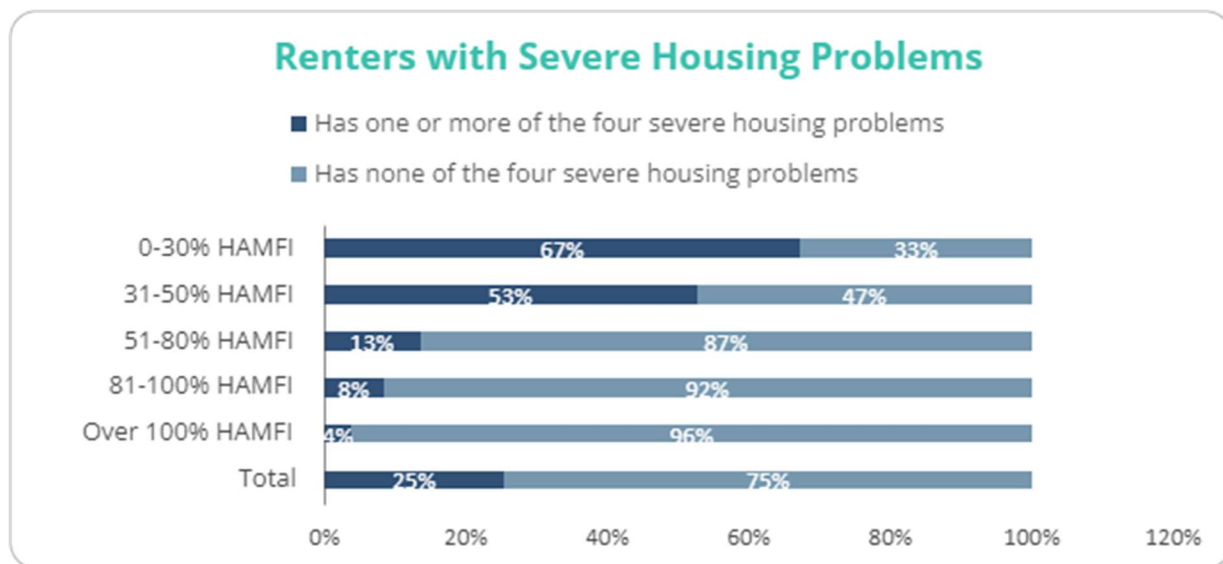
	Renter					Owner				
	0– 30% AMI	>30– 50% AMI	>50– 80% AMI	>80– 100% AMI	Total	0– 30% AMI	>30– 50% AMI	>50– 80% AMI	>80– 100% AMI	Total
NUMBER OF HOUSEHOLDS										
Having one or more of four housing problems	4,180	3,170	1,130	390	8,870	4,480	2,675	2,270	790	10,215

	Renter					Owner				
	0–30% AMI	>30–50% AMI	>50–80% AMI	>80–100% AMI	Total	0–30% AMI	>30–50% AMI	>50–80% AMI	>80–100% AMI	Total
Having none of four housing problems	2,040	2,860	7,265	4,350	16,515	3,680	8,965	16,870	11,705	41,220

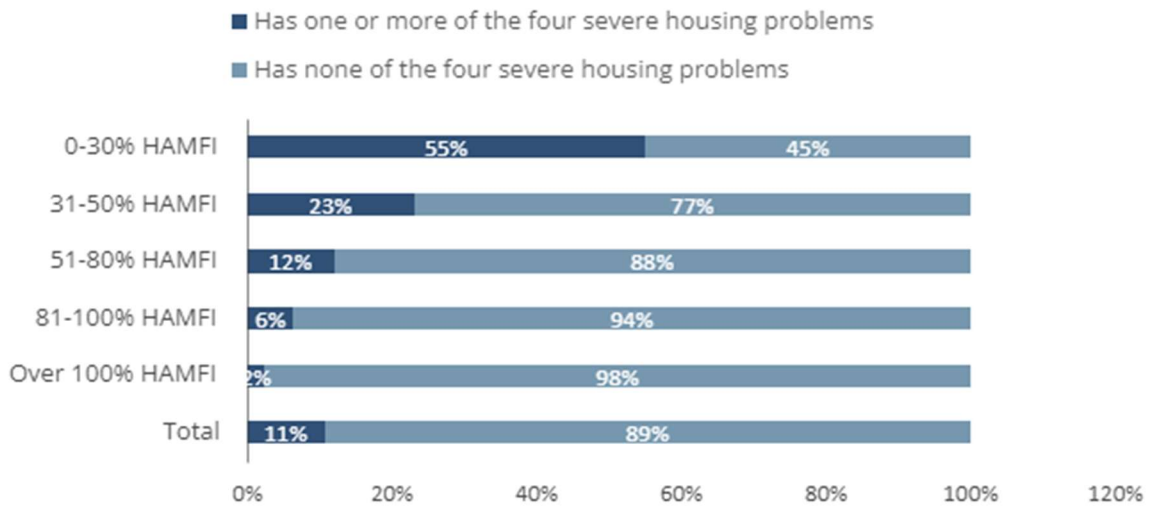
Data Source: 2016–2020 CHAS.

Figure 4 depicts the percentage of households with one or more severe housing problems by income level and shows that 67 percent of renter households earning less than 30 percent HAMFI and 55 percent of owner households earning less than 30 percent HAMFI experienced at least one severe housing problem. For both owners and renters, the share of households experiencing a severe housing problem decreased as income level increased.

Figure 4: Renter (Top) and Owner (Bottom) Households with One or More Severe Housing Problems



Owners with Severe Housing Problems



Data Source: 2016–2020 CHAS.

Cost Burden > 30 Percent

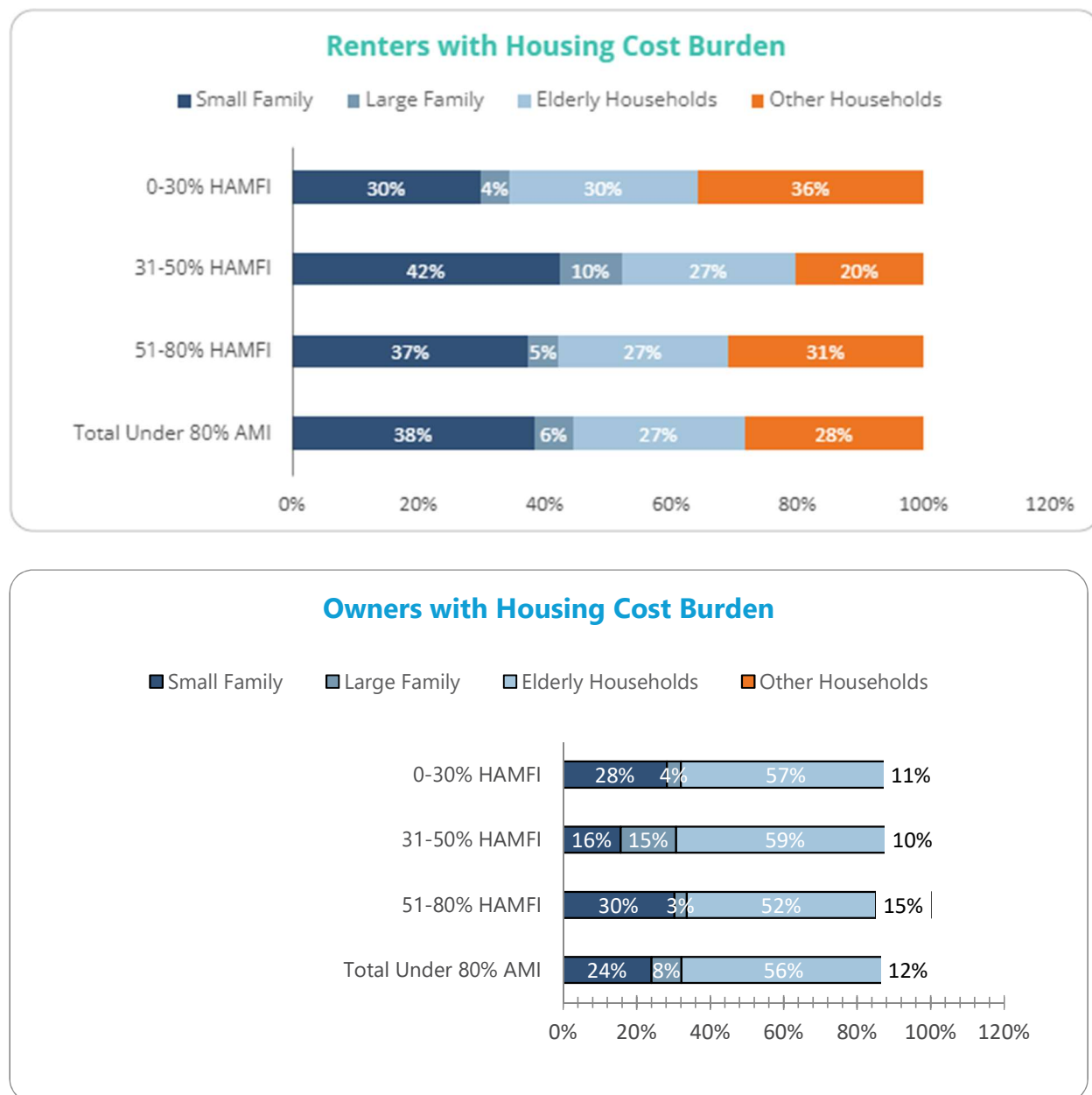
Table 9 presents the number of renter and owner households earning less than 80 percent HAMFI who paid more than 30 percent of their income on housing costs in 2020. Over a third of cost-burdened renter households were small families (38 percent). Among owner households, small family households made up 24 percent of cost-burdened households, while the figure for elderly households was 56 percent.

Table 9: Households with Housing Cost Burden

	Renter				Owner			
	0–30% AMI	>30–50% AMI	>50–80% AMI	Total	0–30% AMI	>30–50% AMI	>50–80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	100	695	1,515	2,310	330	455	950	1,735
Large Related	15	160	190	365	45	440	105	590
Elderly	100	450	1,085	1,635	670	1,730	1,615	4,015
Other	120	335	1,260	1,715	125	285	465	875
Total need by income	335	1,640	4,050	6,025	1,170	2,910	3,135	7,215

Data Source: 2016–2020 CHAS.

Figure 5: Renters (Top) and Owners (Bottom) with Housing Cost Burden by Household Type



Data Source: 2016–2020 CHAS.

Cost Burden > 50 Percent

Table 10 outlines the number of renter and owner households earning less than 80 percent HAMFI who paid more than half of their income on housing costs. Overall, small family households made up 35 percent of all severely cost-burdened renter households earning less than 80 percent AMI, while elderly households comprised 60 percent of all severely cost-burdened owners making less than 80 percent AMI.

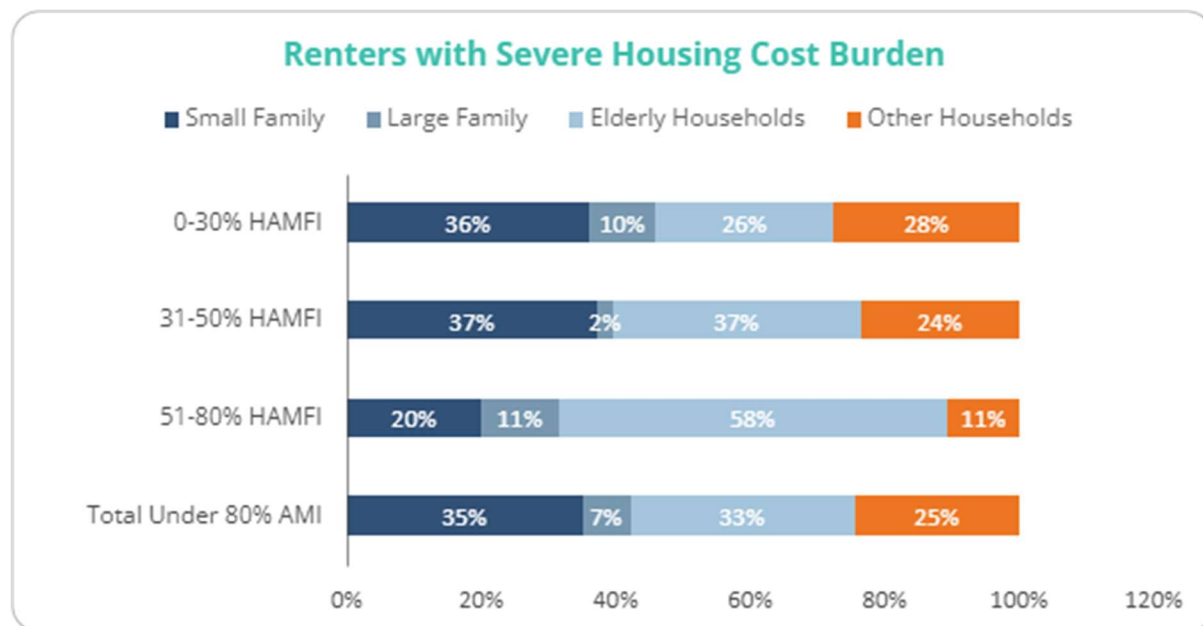
Table 10: Households with Severe Housing Cost Burden

	Renter				Owner			
	0–30% HAMFI	>30– 50% HAMFI	>50– 80% HAMFI	Total	0–30% HAMFI	>30– 50% HAMFI	>50– 80% HAMFI	Total
NUMBER OF HOUSEHOLDS								
Small related	1,445	1,095	140	2,680	695	675	390	1,760
Large related	395	65	80	540	145	50	40	235
Elderly	1,060	1,085	405	2,550	2,595	1,595	870	5,060
Other	1,110	695	75	1,880	915	155	320	1,390
Total need by income	4,010	2,940	700	7,650	4,350	2,475	1,620	8,445

Data Source: 2016–2020 CHAS.

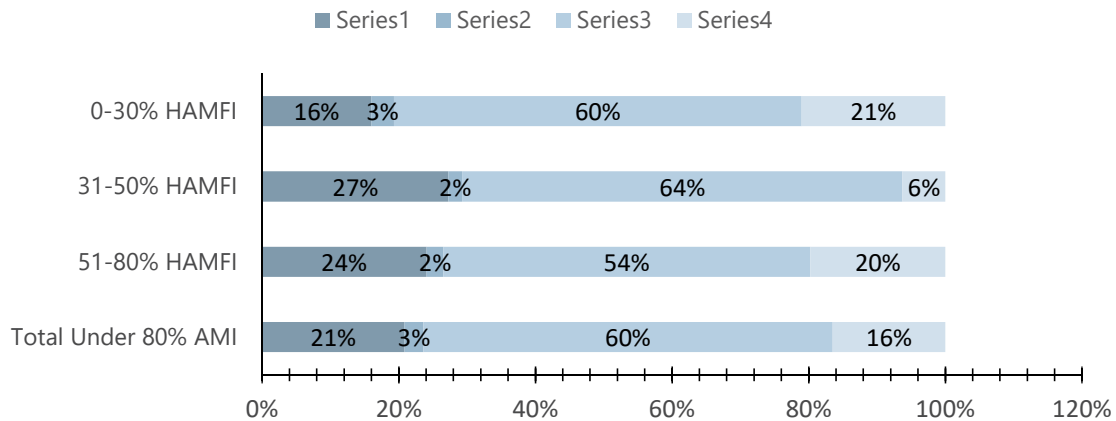
Figure 6 depicts the percentage of severely cost-burdened renter and owner households by household type and tenure. The top bar chart indicates that small families comprised the largest share of renter households experiencing severe cost burden with elderly households a close second (35 percent vs. 33 percent). The largest percent of renters with severe housing cost burden earning between 51–80 percent of HAMFI was elderly households (58 percent). In comparison, the bottom bar chart shows that elderly households comprised the largest share of severely cost-burdened owner households earning less than 80 percent HAMFI and that elderly households made up the largest share of severely cost-burdened owners earning between 30–80 percent HAMFI.

Figure 6: Renters (Top) and Owners (Bottom) with Severe Housing Cost Burden



Data Source: 2016–2020 CHAS.

Owners with Severe Housing Cost Burden



Date Source: 2016–2020 CHAS.

Crowding (more than one person per room)

Table 11 presents data on households earning less than 100 percent HAMFI that are living in crowded situations, which is defined as having more than one person per room. Overall, there were 2,338 households living in crowded housing situations, and 1,645 (70 percent) were single-family households. The remaining households included multiple unrelated families living in the same housing unit (25 percent) and unrelated individuals living in the same housing unit (4 percent). For renters, the data indicates that most households living in crowded situations were extremely low-income households (30 percent), followed by moderate-income households (26 percent), low-income households (20 percent), and then households earning between 80–100 percent AMI (23 percent). Conversely, for owners, most crowded households were moderate-income (46 percent), followed by households earning between 80–100 percent AMI (29 percent), low-income households (15 percent), and then extremely low-income households (9 percent).

Table 11: Crowding

	Renter					Owner				
	0–30% AMI	>30–50% AMI	>50–80% AMI	>80–100% AMI	Total	0–30% AMI	>30–50% AMI	>50–80% AMI	>80–100% AMI	Total
NUMBER OF HOUSEHOLDS										
Single family households	355	210	330	225	1,120	95	70	145	215	525
Multiple, unrelated family households	15	45	0	80	140	0	19	335	90	444
Other, non-family households	25	0	10	0	35	4	70	0	0	74

	Renter					Owner				
	0–30% AMI	>30–50% AMI	>50–80% AMI	>80–100% AMI	Total	0–30% AMI	>30–50% AMI	>50–80% AMI	>80–100% AMI	Total
Total need by income	395	255	340	305	1,295	99	159	480	305	1,043

Data Source: 2016–2020 CHAS.

Table 12 includes data on the number of renter and owner households earning less than 80 percent HAMFI with at least one child aged six or younger. Overall, there were 7,778 households earning less than 80 percent HAMFI with a child six years or younger, of which 4,379 were renters (56 percent) and 3,399 were owners (43 percent).

Table 12: LMI Households with Young Children Present by Tenure

	Renter				Owner			
	0–30% AMI	>30–50% AMI	>50–80% AMI	Total	0–30% AMI	>30–50% AMI	>50–80% AMI	Total
Households with children present	1,440	1,315	1,624	4,379	574	1,270	1,555	3,399

Data Source: 2016–2020 CHAS.

Describe the number and type of single-person households in need of housing assistance.

The 2022 ACS data indicates that there were 45,744 single-person households in Marion County, representing 30 percent of total households. The data also indicates that single-person male and female households have lower median incomes than family households. While the family married-couple household median income was \$74,978 in 2022, this figure was \$26,682 for single-person female households and \$32,997 for single-person male households.

Table 13: Number of Households in Marion County by Type

Household Type	# Households	% Total Households	Medium Income
Family Households	101,086	65%	
Married-couple households	75,986	49%	\$74,978
Non-married couple households	9,963	6%	N/A
Single-male household	7,990	5%	\$53,869
Single-female household	17,110	11%	\$42,427
Nonfamily households	53,910	35%	
Householder living alone	45,744	30%	N/A
Single-person male household	18,857	12%	\$32,997
Single-person female household	26,887	17%	\$26,682
Householder not living alone	8,166	5%	N/A

Total Households**154,996****100%***Data Source: 2018–2022 ACS.***Estimate the number and type of families in need of housing assistance who are disabled or victims of domestic violence, dating violence, sexual assault, and stalking.**

In accordance with 24 CFR 5.2003 regarding domestic violence, there is no single publicly available data source that fully describes the size and demographic composition of individuals fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking in Marion County. Therefore, staff analyzed available data from sources such as the National Coalition Against Domestic Violence, which states that 37.9 percent of women and 29.3 percent of men in marion experience intimate partner physical violence, intimate partner sexual violence, or intimate partner stalking in their lifetimes. The State of Florida reported 738 human trafficking cases in 2020.

Marion County Community Services Department staff have received information from local law enforcement and non-profit community service providers stating that there is a lack of services that address the domestic violence problem in Marion County. Marion County currently has one non-profit domestic violence shelter and two other multi-level service agencies that assist in providing services to victims of domestic violence, or those fleeing from domestic violence. The Florida Uniform Crime Reporting information provided the chart below for Marion County specifically.

*Figure 7: 2020 Data on Domestic Violence in Marion County***Florida UCR Reported Domestic Violence in Marion County – 2020**

Marion County Totals	Population	Murder	Manslaughter	Rape	Fondling	Aggravated Assault	Aggravated Stalking	Simple Assault	Threat/Intimidation	Stalking	Total Offenses
	368,135	4	0	59	33	629	0	2,986	16	4	3,731
Individual breakdown by Agency for 2020											
Sheriff's Office	298,918	3	0	47	33	520	0	2,222	7	0	2,832
Ocala Police Dept.	62,023	1	0	12	0	106	0	718	9	4	850
Bellevue Police Dept.	5,330	0	0	0	0	2	0	40	0	0	42
Dunnellon Police Dept.	1,864	0	0	0	0	1	0	6	0	0	7

Service agencies indicate the lack of resources and the need for capacity building across Marion County. Additional information made available from the Florida Department of Law Enforcement and the Florida Department of Health in 2020 indicated that the domestic violence rate is continuing at a significantly increased rate in Marion County versus the state of Florida. An increase in PSH, emergency shelter, and rent assistance with wrap-around services has shown it can assist with the desire to help elevate this problem.

Marion County Community Services Department staff anticipate that the availability of HOME-ARP funds will spur non-profit organizations to apply and create capacity in this crucial area of need within the community. Discussion with current community service providers indicates they are interested in making more domestic violence services available through capacity building and programming designed to move victims out of domestic violence situations, including families with children, into their facilities to give them

wrap-around services that culminate with rental assistance to encourage successful exit from the public assistance program.

What are the most common housing problems?

CHAS data provides information on four housing problems: 1) housing units lacking complete kitchen facilities, 2) housing units lacking complete plumbing facilities, 3) overcrowded households, and 4) cost-burdened households. The data further differentiates between overcrowded (more than one person per room) and severely overcrowded (more than 1.5 people per room) households as well as households that are cost-burdened (paying over 30 percent of income on housing costs) and severely cost-burdened (paying over 50 percent of income on housing costs). CHAS considers a household as having a housing problem if it has one or more of the four problems.

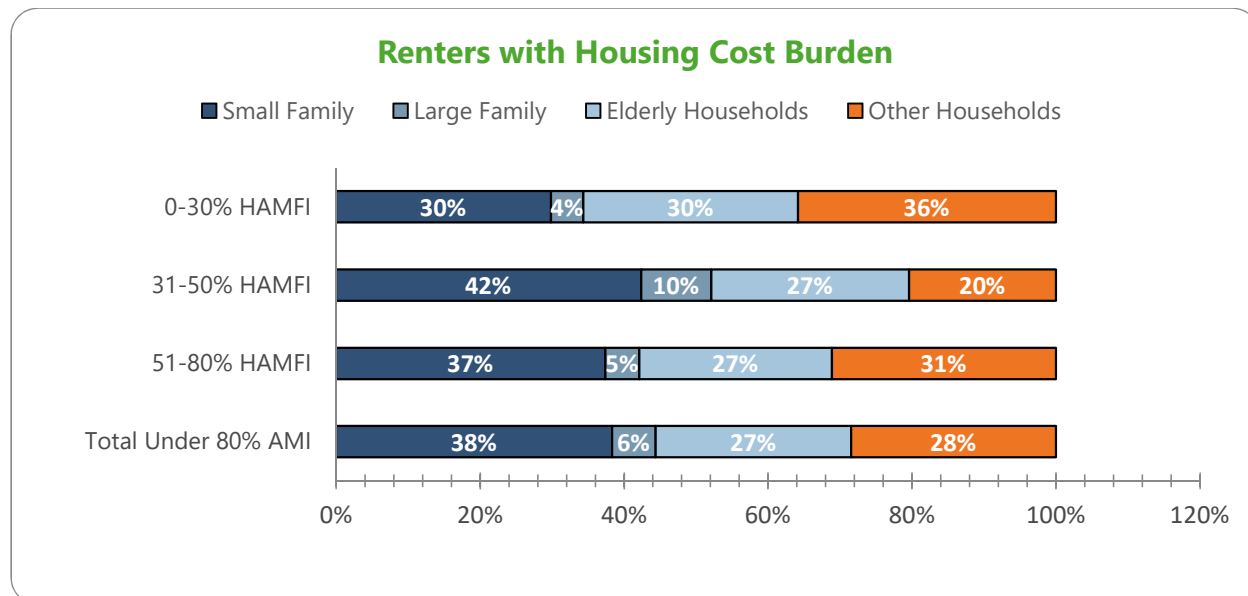
In 2020, 41 percent of total households experienced one or more housing problems in Marion County. Housing cost burden and severe housing cost burden were the most prevalent housing problems impacting households. Overall, 18 percent of all households paid more than 30 percent of their income on housing costs and 16 percent paid more than half of their income on housing costs. More recent 2022 ACS data indicates that 41 percent of total households were housing cost burdened.

2020 CHAS data also indicates that 6.7 percent of renter households were overcrowded, and 1.3 percent were severely overcrowded. Among owner households, 1.8 percent were overcrowded, and less than 1 percent were severely overcrowded. This suggests that a small but important number of renter households in Marion County are not residing in housing units that are adequately sized for their household.

Are any populations/household types more affected than others by these problems?

According to the 2018–2022 ACS, small families that rent are most likely to experience housing cost burdens. Among small families that rent, 37 percent are considered cost-burdened. In addition to small families, elderly renter households are also most likely to experience cost burden. Among elderly renter households, 27 percent experience cost burdens.

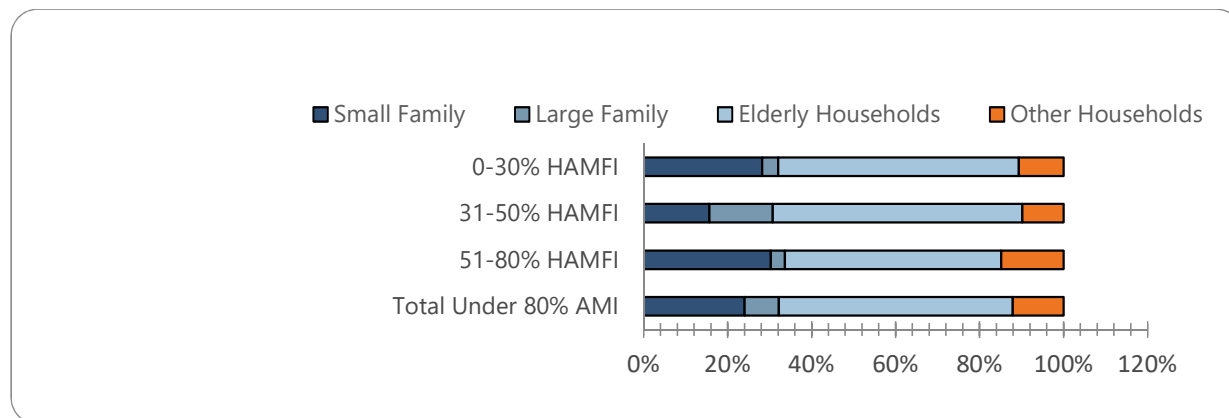
Figure 8: Percent of Renter with Housing Cost Burden



Data Source: 2018–2022 ACS.

Elderly owner households are most likely to experience housing cost burdens. Among elderly households that own, 56 percent are considered cost-burdened. In addition to elderly households, small family owner households are also most likely to experience cost burdens. Among small family owner households, 24 percent experience cost burdens.

Figure 9: Percent of Owners with Housing Cost Burden



Data Source: 2018–2022 ACS.

Describe the characteristics and needs of low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered 91.205(c)/91.305(c)). Also discuss the needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance.

Assistance for those at risk of homelessness in the community remains in need of improvement. There is a lack of rent assistance, wrap-around services to include alcohol and drug addiction treatment, and mental health services. The OHA currently has a closed waiting list of 2,000 persons waiting for possible entry into Section 8 housing. OHA needs affordable housing, as many on their waiting list are cost-overburdened in their current residences or living with others in unsuitable conditions. Staff recognizes that these numbers are overwhelming their services as they work to deal with landlords to obtain affordable housing and manage their portfolio of residences. Marion County's recent eviction data trends provide insight into those households at risk. New eviction filings have increased markedly since early August 2020 after the state-wide eviction moratorium expired (end of July 2020). The Emergency Rental Assistance programs (ERA-1 and ERA-2) funds gave 35,000 qualified persons rental assistance, which helped mitigate evictions. However, since that fund has expired, the County has seen an increase in the eviction trend. According to US Census data from the week of February 4–13, 2023, Florida's eviction rate overall is high, showing a "likelihood of eviction" rate of 26.5 percent to 36.8 percent, further demonstrating the needs in this area for those at risk of homelessness in the community.

If a jurisdiction provides estimates of the at-risk population(s), it should also include a description of the operational definition of the at-risk group and the methodology used to generate the estimates.

"At risk of homelessness," as defined in 24 CFR 91.5, encompasses individuals and families who have an income below 30 percent of the AMI and do not have sufficient resources or support networks to prevent them from becoming homeless or living with instability.

Specify particular housing characteristics that have been linked with instability and an increased risk of homelessness.

Increasing rent creates housing instability, as the percentage of household income required to remain in a home or apartment overburdens the tenant's ability to pay. TBRA contributes to housing stability for these vulnerable populations.

NA-15 Disproportionately Greater Need: Housing Problems - 91.405, 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

HUD defines a disproportionately greater housing need when a racial or ethnic group experiences housing problems at a rate over 10 percentage points than that of the corresponding income level as a whole. The tables below summarize the percentage of each racial/ethnic group experiencing housing problems by HAMFI levels. For this analysis, HAMFI is comparable to AMI.

The four housing problems captured in CHAS data are:

1. Housing unit lacks complete kitchen facilities.
2. Housing unit lacks complete plumbing facilities.
3. Household is overcrowded (more than one person per room).
4. Household spends over 30 percent of income on housing costs (i.e., cost burden).

Overall, the analysis of households experiencing a housing problem by race and ethnicity identified one case of disproportionate housing need; however, the sample sizes for many race groups at given income levels were small and therefore may not accurately reflect the housing needs in Marion County.

0 Percent–30 Percent of AMI

Table 14 provides a breakdown of extremely low-income households experiencing one or more of the four housing problems by race and ethnicity in Marion County. In 2020, 70 percent of all households earning less than 30 percent AMI experienced at least one of the four housing problems. When disaggregated by race and ethnicity, the data indicate that Hispanic households were disproportionately affected, since 81 percent of extremely low-income Hispanic households experienced at least one housing problem.

Table 14: Disproportionally Greater Need 0–30 Percent AMI

Housing Problems	One or More Housing Problems	No Housing Problems or No Income	Total Households	Percent with a Housing Problem
Total Households	10,050	4,330	14,380	70%
White alone, non-Hispanic	6,235	2,905	9,140	68%
Black or African American alone, non-Hispanic	2,140	860	3,000	71%
Asian alone, non-Hispanic	60	45	105	57%
American Indian or Alaska Native alone, non-Hispanic	0	0	0	0%

Pacific Islander alone, non-Hispanic	0	0	0	0%
Hispanic, any race	1,430	335	1,765	81%

Data Source: 2016–2020 CHAS.

30 Percent–50 Percent of AMI

Table 15 outlines the number of low-income households that experienced one or more of the four housing problems by race and ethnicity. In 2020, 58 percent of all households earning 30–50 percent AMI had at least one of the four housing problems. The data indicates that low-income Asian households were disproportionately impacted by housing problems, with 100 percent of low-income Asian households experiencing at least one housing problem. It is important to note that the sample size of low-income Asian households is low and therefore may not accurately capture the housing needs facing this population in Marion County.

Table 15: Disproportionally Greater Need 30–50 Percent AMI

Housing Problems	One or More Housing Problems	No Housing Problems or No Income	Total Households	Percent with a Housing Problem
Total Households	10,265	7,400	17,665	58%
White alone, non-Hispanic	6,710	5,690	12,400	54%
Black or African American alone, non-Hispanic	1,615	790	2,405	67%
Asian alone, non-Hispanic	150	0	150	100%
American Indian or Alaska Native alone, non-Hispanic	0	55	55	0%
Pacific Islander alone, non-Hispanic	0	0	0	0%
Hispanic, any race	1,510	765	2,275	66%

Data Source: 2016–2020 CHAS.

50 Percent–80 Percent of AMI

Table 16 presents the number of moderate-income households who experienced one or more of the four housing problems by race and ethnicity. In 2020, 37 percent of all households earning between 50–80 percent AMI had at least one of the four housing problems. When disaggregated by race and ethnicity, the data indicate that Hispanic households were disproportionately affected, since 49 percent of extremely low-income Hispanic households experienced at least one housing problem.

Table 16: Households with Housing Problems by Race and Ethnicity (50–80 Percent AMI)

Housing Problems	One or More Housing Problems	No Housing Problems or No Income	Total Households	Percent with a Housing Problem
Total Households	10,305	17,220	27,525	37%
White alone, non-Hispanic	7,440	13,645	21,085	35%
Black or African American alone, non-Hispanic	1,175	1,705	2,880	41%
Asian alone, non-Hispanic	75	165	240	31%
American Indian or Alaska Native alone, non-Hispanic	0	0	0	0%
Pacific Islander alone, non-Hispanic	0	0	0	0%
Hispanic, any race	1,415	1,490	2,905	49%

Data Source: 2016–2020 CHAS.

80–100 Percent of AMI

Table 17 presents the number of households with incomes between 80–100 percent AMI that experienced one or more of the four housing problems by race and ethnicity. In 2020, 25 percent of all households in this income range had at least one of the four housing problems. No specific race or ethnicity in this income category disproportionately experienced a housing problem.

Table 17: Disproportionally Greater Need 80–100 Percent AMI

Housing Problems	One or More Housing Problems	No Housing Problems or No Income	Total Households	Percent with a Housing Problem
Total Households	4,320	12,920	17,240	25%
White alone, non-Hispanic	2,995	9,470	12,465	24%
Black or African American alone, non-Hispanic	490	1,180	1,670	29%
Asian alone, non-Hispanic	65	190	255	25%
American Indian or Alaska Native alone, non-Hispanic	0	130	130	0%
Pacific Islander alone, non-Hispanic	0	0	0	0%
Hispanic, any race	585	1,540	2,125	28%

Data Source: 2016–2020 CHAS.

Discussion

The analysis of households experiencing a housing problem by race and ethnicity found that Hispanic households earning less than 30 percent AMI and 50–80 percent AMI experienced housing problems at a disproportionate rate compared to the total population. In addition, the data indicates that low-income Asian households were disproportionately impacted by housing problems, with 100 percent of low-income Asian households experiencing at least one housing problem. It is important to note that the sample size (150) of low-income Asian households is low and therefore may not accurately capture the housing needs facing this population in Marion County.

NA-20 Disproportionately Greater Need: Severe Housing Problems - 91.405, 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

HUD defines a disproportionately greater housing need when a racial or ethnic group experiences housing problems at a rate over 10 percentage points than that of the corresponding income level as a whole. The tables below summarize the percentage of each racial/ethnic group experiencing housing problems by HAMFI levels. For this analysis, HAMFI is comparable to AMI.

The four severe housing problems captured in CHAS data are:

1. Housing unit lacks complete kitchen facilities.
2. Housing unit lacks complete plumbing facilities.
3. Household is severely overcrowded (more than 1.5 persons per room).
4. Household spends over 50 percent of income on housing costs (i.e., severe housing cost burden).

Overall, the analysis of households experiencing a severe housing problem by race and ethnicity identified four cases of disproportionate housing problems: Hispanic households (0–30 percent of AMI), Black or African American households (30–50 percent of AMI), and Asian households at 0–50 percent and 80–100 percent of AMI.

0 Percent–30 Percent of AMI

Table 18 provides a breakdown of extremely low-income households experiencing one or more of the four severe housing problems by race and ethnicity in Marion County. In 2020, 60 percent of all households earning less than 30 percent AMI had at least one of the four severe housing problems. When disaggregated by race and ethnicity, the data indicate that 74 percent of Hispanic households with incomes below 30 percent AMI experienced at least one severe housing problem.

Table 18: Severe Housing Problems 0–30 Percent AMI

Severe Housing Problems*	One or More Housing Problems	No Housing Problems or No Income	Total Households	Percent with a Housing Problem
Total households	8,660	5,720	14,380	60%
White alone, non-Hispanic	5,195	3,945	9,140	57%
Black or African American alone, non-Hispanic	1,920	1,085	3,005	64%
Asian alone, non-Hispanic	60	45	105	57%
American Indian or Alaska Native alone, non-Hispanic	0	0	0	0%
Pacific Islander alone, non-Hispanic	0	0	0	0%

Hispanic, any race	1,300	465	1,765	74%
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Data Source: 2016–2020 CHAS.

30 Percent–50 Percent of AMI

Table 19 presents the number of low-income households that experienced one or more of the four severe housing problems by race and ethnicity. In 2020, 33 percent of all households earning 30–50 percent AMI had at least one of the four severe housing problems. When disaggregated by race and ethnicity, the data indicate that 50 percent of low-income Black households experienced at least one severe housing problem, while 97 percent of Asian low-income households experienced at least one severe housing problem, which is almost 65 percentage points above the jurisdiction as a whole. Notably, the sample size of Asian households only includes 149 total households and may not accurately represent the housing needs facing this population in Marion County.

Table 19: Severe Housing Problems 30–50 Percent AMI

Severe Housing Problems	One or More Housing Problems	No Housing Problems or No Income	Total Households	Percent with a Housing Problem
Total Households	5,845	11,825	17,670	33%
White alone, non-Hispanic	3,420	8,985	12,405	28%
Black or African American alone, non-Hispanic	1,200	1,210	2,410	50%
Asian alone, non-Hispanic	145	4	149	97%
American Indian or Alaska Native alone, non-Hispanic	0	55	55	0%
Pacific Islander alone, non-Hispanic	0	0	0	0%
Hispanic, any race	960	1,310	2,270	42%

Data Source: 2016–2020 CHAS.

50 Percent–80 Percent of AMI

Table 20 outlines the number of moderate-income households that experienced one or more of the four severe housing problems by race and ethnicity. In 2020, 12 percent of all households earning 50–80 percent AMI had at least one of the four severe housing problems. No specific race or ethnicity in this income category disproportionately experienced a severe housing problem.

Table 20: Severe Housing Problems 50–80 Percent AMI

Severe Housing Problems	One or More Housing Problems	No Housing Problems or No Income	Total Households	Percent with a Housing Problem
Total Households	3,400	24,135	27,535	12%

White alone, non-Hispanic	2,405	18,680	21,085	11%
Black or African American alone, non-Hispanic	330	2,550	2,880	11%
Asian alone, non-Hispanic	40	200	240	17%
American Indian or Alaska Native alone, non-Hispanic	0	0	0	0%
Pacific Islander alone, non-Hispanic	0	0	0	0%
Hispanic, any race	570	2,330	2,900	20%

Data Source: 2016–2020 CHAS.

80 Percent–100 Percent of AMI

Table 21 outlines the number of households with incomes between 80–100 percent AMI that experienced one or more of the four severe housing problems by race and ethnicity. In 2020, 7 percent of all households earning 80–100 percent AMI had at least one of the four severe housing problems. When disaggregated by race and ethnicity, the data indicate that 18 percent of Asian households earning between 80–100 percent AMI experienced at least one severe housing problem. Notably, the sample size of Asian households only includes 255 households and may not accurately represent the housing needs facing this population in Marion County.

Table 21: Severe Housing Problems 80–100 Percent AMI

Severe Housing Problems	One or More Housing Problems	No Housing Problems or No Income	Total Households	Percent with a Housing Problem
Total Households	1,180	16,055	17,235	7%
White alone, non-Hispanic	810	11,655	12,465	6%
Black or African American alone, non-Hispanic	100	1,575	1,675	6%
Asian alone, non-Hispanic	45	210	255	18%
American Indian or Alaska Native alone, non-Hispanic	0	130	130	0%
Pacific Islander alone, non-Hispanic	0	0	0	0%
Hispanic, any race	200	1,925	2,125	9%

Data Source: 2016–2020 CHAS.

Discussion

Analysis of the percentage of households experiencing at least one of the four severe housing problems by income level underscores the racial and ethnic disparities that exist in Marion County. At every income level,

there were differences in the share of households experiencing a severe housing issue depending on the race and ethnicity of the household. For several income categories, Asian, Black, and Hispanic households were disproportionately impacted by severe housing problems.

NA-25 Disproportionately Greater Need: Housing Cost Burdens - 91.405, 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

Marion County analyzed 2016–2020 CHAS data to determine whether any of the identified races or ethnic groups had a disproportionately greater need relative to the rest of the jurisdiction regarding housing cost burden. [Federal regulations](#) consider a specific racial or ethnic group as having a disproportionately greater need when the percentage of people belonging to the racial or ethnic group experiencing a particular problem is at least 10 percentage points higher than the percentage of individuals experiencing the same issue in the area as a whole. In addition, cost-burdened households are defined as spending between 30–50 percent of their income on housing costs, while severely cost-burdened households spend over half of their income on housing costs.

Table 22 outlines the number of households by race and ethnicity by level of housing cost burden and Figure 11 depicts the percentage of households within each housing cost burden category by race and ethnicity. The data indicates that 13 percent of total households paid between 30–50 percent of their income on housing costs, while 12 percent devoted over half of their income to housing costs.

When disaggregated by race and ethnicity, noticeable variations emerge. Of the households that identified as White, 13 percent were cost-burdened and 10 percent were severely cost-burdened. For Black/African American households, these figures were 14 percent and 20 percent, respectively. Of households identifying as Hispanic, 16 percent were cost-burdened and 16 percent were severely cost-burdened, which indicates that Hispanic households were disproportionately impacted by severe housing cost burden.

Housing Cost Burden

Table 22: Housing Cost Burden by Race and Ethnicity

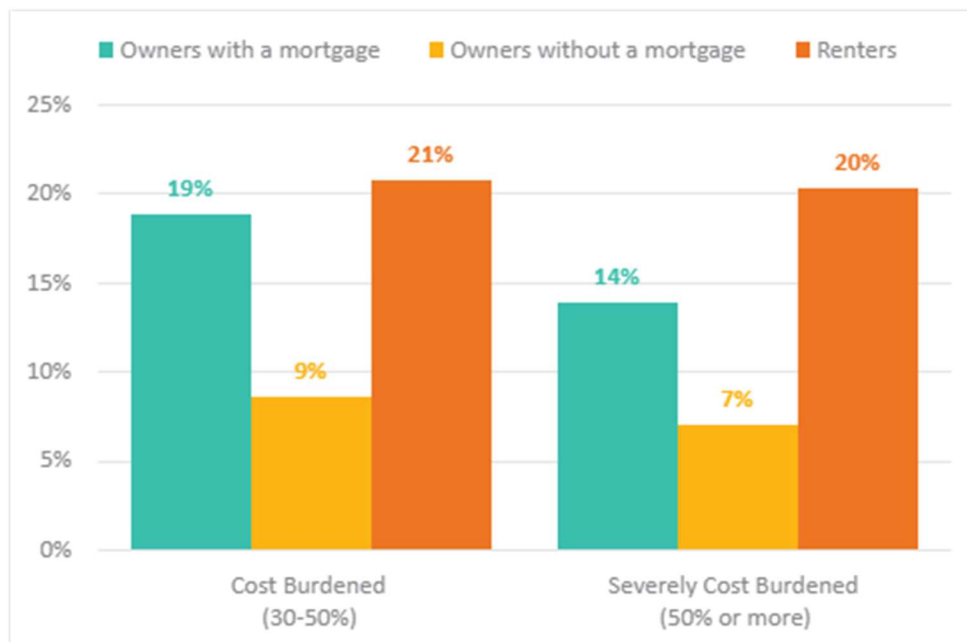
Race/Ethnicity	Less Than 30%	30–50%	Greater Than 50%	No Income/Not Computed
Total households	106,785	19,410	17,040	2,630
White	84,210	13,955	10,990	1,540
Black/African American	9,410	2,100	2,990	625
Asian	1,180	345	270	45
American Indian, Alaska Native	200	0	0	0
Pacific Islander	0	0	0	0
Hispanic	10,100	2,490	2,435	240
Other Race	1,685	520	355	180

Data Source: 2016–2020 CHAS.

Discussion

Marion County analyzed 2022 ACS data to supplement the CHAS analysis on cost-burdened households. Figure 10 shows the share of cost-burdened households by tenure in the County and indicates that 20 percent of renter households paid over half of their incomes on housing costs. Among owners, 14 percent of households with a mortgage were severely cost burdened while this figure was 7 percent for households without a mortgage.

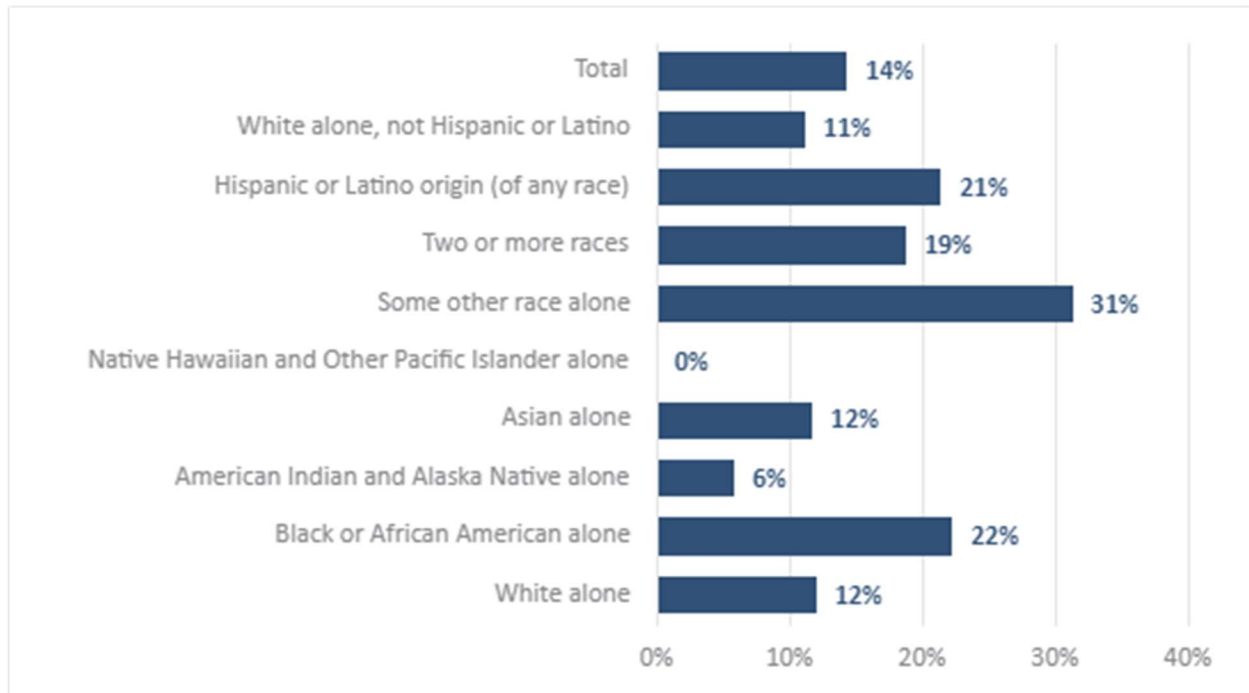
Figure 10: Percent of Cost-Burdened Households by Tenure



Data Source: 2018–2022 ACS.

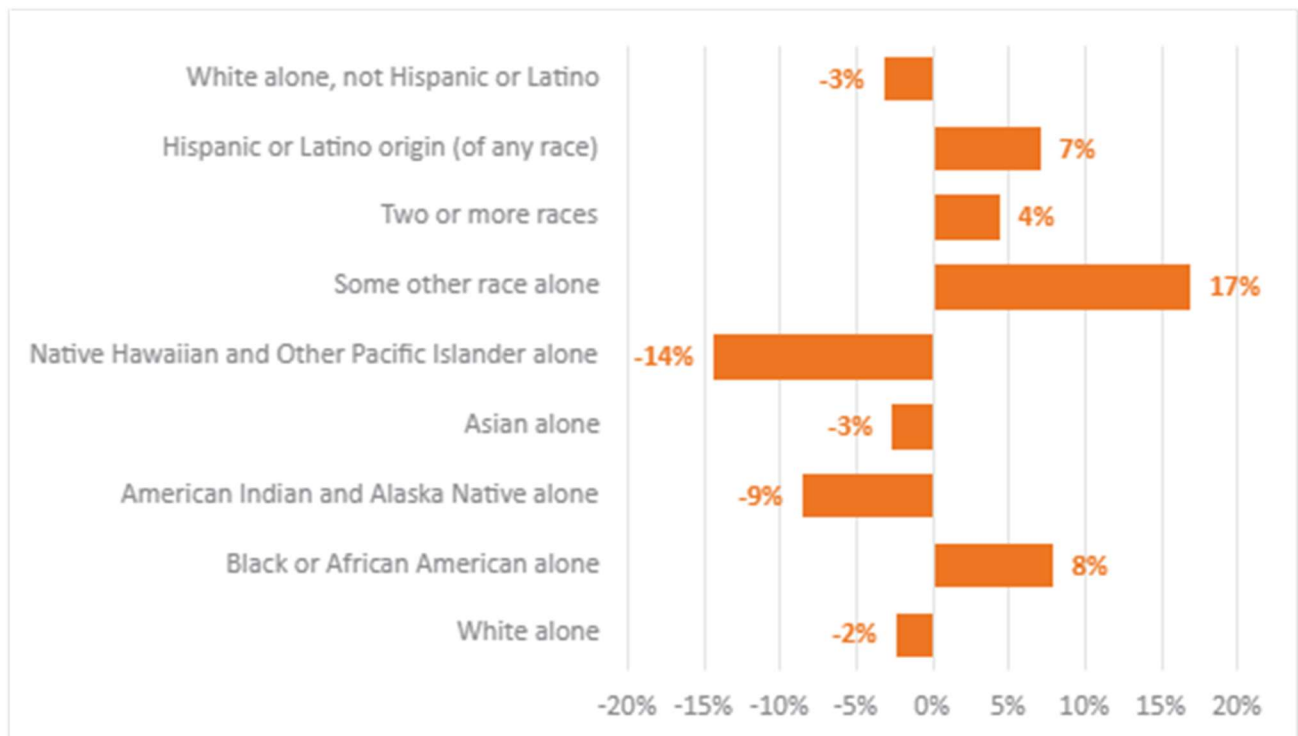
In addition, Figure 11 shows the poverty rates by race and ethnicity in Marion County while Figure 12 depicts the difference in poverty rates relative to the County's overall poverty rate. 2022 ACS data indicates that 14 percent of the County's population had incomes below the federal poverty level; however, there was noticeable variation by race and ethnicity. Individuals identifying as American Indian/Alaska Native had the lowest poverty rate at 6 percent while people identifying as "Other", Black, and Hispanic (of any race), witnessed the highest poverty rates at 31 percent, 22 percent, and 21 percent, respectively. It should be noted that the total number of individuals identifying as American Indian/Alaska Native numbered fewer than 500. Whereas CHAS data determines the race or ethnicity of a household based on the race or ethnicity of the individual who provided data on behalf of their household, the 2022 ACS data represents the poverty rates for individuals which likely explains the discrepancy in the findings.

Figure 11: Poverty Rates by Race and Ethnicity



Data Source: 2018–2022 ACS.

Figure 12: Percentage Point Difference in Poverty Rates Relative to the Population as a Whole



Data Source: 2018–2022 ACS.

NA-30 Disproportionately Greater Need: Discussion - 91.205 (b)(2)

Are there any Income categories in which a racial or ethnic group has disproportionately greater need than the needs of that income category as a whole?

The impact of housing problems in Marion County varies primarily by income level. However, the following groups within various income tiers and race/ethnicity categories experienced problems at a rate at least 10 percentage points higher than the county as a whole.

Table 23: Identified Disproportionately Greater Needs by Race/Ethnicity and Income Level

Disproportionately Greater Need	Income Level	Race/Ethnicity
Housing Problems	30 percent AMI	Hispanic households
	30–50 percent AMI	Asian
	50–80 percent AMI	Hispanic households
Severe Housing Problems	30 percent AMI	Hispanic households
	30–50 percent AMI	Black households
		Asian households
	80–100 percent of AMI	Asian households
Housing Cost Burden	No disproportionate needs identified	
Severe Housing Cost Burden	No disproportionate needs identified	

If they have needs not identified above, what are those needs?

Table 23 outlines the housing needs identified in the CHAS analysis by race and ethnicity in Marion County. In general, households with lower incomes have greater housing needs. More information on housing and market trends is provided in the Market Analysis.

Are any of those racial or ethnic groups located in specific areas or neighborhoods in your community?

HUD defines a racially or ethnically concentrated area of poverty (R/ECAP) as a geographic area with significant concentrations of poverty and minority populations. In HUD's Affirmatively Furthering Fair Housing mapping tool, HUD further defines R/ECAPs as census tracts in which 50 percent or more of the population is non-White and either 40 percent or more of the population is living below the federal poverty line or the poverty rate is three or more times the average census tract poverty rate for the metropolitan or micropolitan area—whichever threshold is lower. HUD's R/ECAPs mapping tool indicates that there are two R/ECAPs in Marion County located in the central area of the County in West Ocala (Figure 13).

NA-35 Public Housing - 91.405, 91.205 (b)

Introduction

The OHA is the active PHA in Marion County. The OHA, a certified HUD Housing Counseling Agency, manages and provides subsidized housing to 186 families through the public housing and PSH programs and manages 44 affordable units in sites scattered throughout Marion County. The OHA serves approximately 1,511 HCV participants who utilize their vouchers through several different voucher programs, including mainstream and specialty vouchers: HCV Homeownership Vouchers, Veterans Affairs Supportive Housing (VASH) vouchers, Emergency Housing Vouchers (EHV), and Family Unification Program (FUP) vouchers assistance. The OHA maintains waiting lists for both the HCV program (>3,000) and public housing (>2,000). OHA operates several programs to provide housing to eligible households.

- **Public housing:** 186 public housing units, all located within Ocala city limits.
- **HCV:** OHA administers 1,511 HCVs throughout Marion County, which provides 9 million dollars in subsidies to 600 private owners.
- **Family Self-Sufficiency (FSS) Program:** OHA provides job training, counseling, and financial coaching to meet individualized goals, along with an escrow savings plan for the participants.
- **Homebuyer's Club:** OHA provides services such as credit repair, budgeting, home inspections, mortgage search, navigating real estate negotiations, post-purchase training, and general mortgage education for residents of any OHA programs and the general public.

Totals in Use

Table 24: Public Housing by Program Type (*Includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition)

Program Type									
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers in use	0	0	181	1,269	1511	1,229	158	26	372

Characteristics of Residents

Table 25: Characteristics of Public Housing Residents by Program Type

Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers				
				Total	Project - based	Tenant - based	Special Purpose Voucher	
							Veterans Affairs Supportive Housing	Family Unification Program
Average Annual Income	0	0	10,152	19,723	0	20,091	16,980	0
Average length of stay	0	0	3	0	0	N/A		0
Average Household size	0	0	2	2.41	0	2.49	1.31	0
# Homeless at admission	0	0	0	0	0	0	0	0
# of Elderly Program Participants (>62)	0	0	32	1033	0	825	189	0
# of Disabled Families	0	0	40	1829	0	1596	195	0
# of Families requesting accessibility features	0	0	181	0	0	0	0	0
# of HIV/AIDS program participants	0	0	0	0	0	0	0	0
# of domestic violence (DV) victims	0	0	0	0	0	0	0	0

Data Source: Public and Indian Housing Information Center (PIC).

Race of Residents

Table 26: Race of Public Housing Residents by Program Type

Program Type									
Race	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
White	0	0	37	771	0	573	97	37	0
Black/African American	0	0	144	1646	0	1420	68	21	0
Asian	0	0	0	1	0	1	0	0	0
American Indian/Alaska Native	0	0	0	5	0	5	0	0	0
Pacific Islander	0	0	0	0	0	0	0	0	0
Other	0	0	0	119	0	106	2	0	0

Data Source: Public and Indian Housing Information Center (PIC).

*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition

Ethnicity of Residents

Table 27: Ethnicity of Public Housing Residents by Program Type

Program Type									
Ethnicity	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Hispanic	0	0	14	578	0	517	7	11	0
Not Hispanic	0	0	167	1,964	0	1,588	154	47	0

Data Source: Public and Indian Housing Information Center (PIC).

*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition

Section 504 Needs Assessment: Describe the needs of public housing tenants and applicants on the waiting list for accessible units.

There are 1,857 tenants on the waitlist and currently there are 397 handicapped/disabled applicants (21 percent).

The need for accessible units was clearly articulated by residents and other advocates at the stakeholder meetings.

What are the number and type of families on the waiting lists for public housing and Section 8 tenant-based rental assistance? Based on the information above, and any other information available to the jurisdiction, what are the most immediate needs of residents of public housing and Housing Choice voucher holders?

The OHA only administers tenant-based vouchers through the HCV program. There are 286 Hispanic applicants (15 percent).

The following data is from the most recent (May 30, 2024) OHA waiting list.

Elderly: 83 Near Elderly: 72 Handicapped/Disabled: 408 Total: 563	Hispanic: 72 White: 142 Black: 226 Indian/Alaskan: 2 Mixed: 7 Other: 30	Income Limit Breakdown: High: 7 Very Low: 76 Extremely Low: 280
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When considering the prominent identified need, OHA felt that Marion County should consider making source of income a protected class as it relates to Fair Housing to prevent owners/landlords from discriminating against voucher holders.

How do these needs compare to the housing needs of the population at large?

The population at large includes households that share the needs of housing authority residents and voucher holders because the resources available are insufficient to meet local need. Until a unit or voucher becomes available, the majority of households on the waiting list continue to subsist on extremely low incomes in housing conditions that are likely unaffordable, inadequate, or both. As stated earlier, there are too few homeowners willing to participate in the voucher program, which severely limits the ability of low-income households to find decent, affordable units.

Discussion

As with most cities and counties in the nation, low-income residents in Marion County largely depend on local housing authorities for access to affordable housing and related services. The high demand for housing assistance, illustrated by the large size of the waitlist for vouchers, demonstrates the difficulties that residents are facing. Low-income residents in Marion County need social services to help attain stability. Residents need educational, child care, medical, and transportation services. Combining housing assistance with the provision of proper social services is the best option to create economic opportunities for public housing residents.

NA-40 Homeless Needs Assessment - 91.405, 91.205 (c)

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 funding through a competitive process to score proposals 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 Five-Year Consolidated Plan.

If data is not available for the categories "number of persons becoming and exiting homelessness each year," and "number of days that persons experience homelessness," describe these categories for each homeless population type (including chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth).

With the establishment of the City/County Joint Office on Homelessness and assuming responsibility as the lead agency for the CoC, significant attention has been placed on system performance measures and how to improve outcomes. Along with identifying weaknesses in the HMIS platform used to collect and measure data, training continues to be provided to end users to ensure the most accurate and reliable data collection and analysis. Additionally, training on ESG program components, HUD rapid rehousing and homeless prevention modes, and utilizing best practices continues to be provided to direct service providers. The Coordinated Entry process and By-Name lists are undergoing cycles of refinement and improvement to increase confidence and use throughout the system. Restructuring of case management funding, case reviews, and coordination meetings creates an emphasis on performance outcomes. The Ocala Housing Authority administers both Section 8 Tenant Based Rental Assistance Program (TBRA) and Veteran's Assistance and Supportive Housing Vouchers (VASH). Marion County recently received additional VASH vouchers to assist more of its veterans.

For the 2023 PIT count, there were a total of 53 homeless veterans. Within this total, there were 37 sheltered homeless veterans and 16 unsheltered homeless veterans. This leaves a gap of at least 16 units based on the 2023 count. The Housing Inventory Count data suggests that while there are only 12 emergency shelter beds for homeless veterans, there are 50 beds for transitional housing, 189 PSH beds, and two other beds under other permanent housing. See Figure 14 for detailed 2022 data.

Nature and Extent of Homelessness (Optional): No data available

Race:	Sheltered:	Unsheltered (optional)
Ethnicity:	Sheltered:	Unsheltered (optional)

Estimate the number and type of families in need of housing assistance for families with children and the families of veterans.

2023 PIT Count

The PIT Count is conducted twice annually to identify and quantify the nature and pervasiveness of homelessness in the community. For the 2023 count, there were a total of 53 homeless veterans. Within this total, there were 37 sheltered homeless veterans and 16 unsheltered homeless veterans. This leaves a gap of at least 16 units based on the 2023 count. The Housing Inventory Count data suggests that while there are only 12 emergency shelter beds for homeless veterans, there are 50 beds for transitional housing, 189 PSH beds, and two other beds under other permanent housing.

Describe the Nature and Extent of Homelessness by Racial and Ethnic Group.

- Overall Black, African American, African: 147
- Asian, Asian American: 4
- American Indian, Alaska Native, Indigenous: 11
- Native Hawaiian, Pacific Islander: 1
- Multiple Races: 38

Figure 14: Persons in Households with at Least One Adult and One Child Experiencing Homelessness (2022)

	Sheltered		Unsheltered	
	Emergency	Transitional		Total
Total Number of Households	86	95	160	341
Total Number of Persons (Adults & Children)	25	23	48	96
Number of Persons (under age 18)	34	45	0	79
Number of Persons (18 - 24)	4	1	0	5
Number of Persons (over age 24)	76	98	180	354
Gender (adults and children)	Emergency	Transitional	Unsheltered	
Female	64	43	55	162
Male	59	101	133	293
Gender that is not singularly 'Female' or 'Male' (e.g., non-binary, genderfluid, agender, culturally specific gender)	0	0	0	0
Questioning	0	0	0	0
Transgender	0	0	0	0
Ethnicity (adults and children)	Emergency	Transitional	Unsheltered	
Non-Hispanic/Latin	102	128	180	410
Hispanic/Latin	21	16	8	45
Race (adults and children)	Emergency	Transitional	Unsheltered	
American Indian, Alaska Native or Indigenous	0	0	2	2
Asian or Asian American	0	0	0	0
Black, African American, or African	52	56	22	130
Native Hawaiian or Pacific Islander	0	0	0	0
White	57	85	164	306
Multiple Races	14	3	0	17

Describe the Nature and Extent of Unsheltered and Sheltered Homelessness.

For the 2023 PIT Count, there was a total of 234 individuals who were homeless but staying in shelters at the time of the count. Of this total, there were 130 individuals staying in emergency shelter beds. An additional 104 individuals were living in transitional housing at the time of the PIT Count. It's important to note that there were 0 individuals reported as staying in PSH.

There were 220 unsheltered homeless persons at the time of the 2023 PIT Count. Of those identified, 22 individuals were considered chronically homeless. Based on the most recent Housing Inventory Count, there were 197 emergency shelter beds available for families, 89 for adults, and 12 for veterans. For transitional housing, there were 118 beds available for families, 82 beds available for adults, and 50 for veterans. For PSH, there were 119 family beds, 96 adult beds, and 189 veteran beds. Finally, for other permanent housing, there were 96 family beds, 11 adult beds, and two veteran beds. In aggregate, there was ample capacity to accommodate all those counted in 2023. Despite the availability of shelter, the number of unsheltered homeless was still high for 2023.

Preliminary 2024 PIT Counts (January 23, 2024) show that there were 201 unsheltered homeless persons, a decline from 2023, with 102 persons in an emergency shelter and 75 persons in transitional housing.

NA-45 Non-Homeless Special Needs Assessment - 91.405, 91.205 (b,d)

Introduction

The NA-45 Non-Homeless Special Needs Assessment describes the housing and service needs of such special needs populations, which include the following.

- Elderly: defined as aged 62 and older.
- Frail elderly: defined as an elderly person who requires assistance with three or more activities of daily living such as bathing, walking, and performing light housework. CHAS data also considers an individual aged 75 and over as frail elderly.
- Persons with disabilities: defined as those with mental, physical, or developmental disabilities.
- Persons with substance use disorders: defined as an individual with an alcohol or other drug addiction.
- Victims of gender-based violence: defined as persons fleeing or attempting to flee domestic violence, dating violence, sexual assault, and stalking.
- Persons with HIV/AIDS and their families.

Describe the characteristics of special needs populations in your community.

Elderly/frail elderly: According to the U.S. Census (2020) and related secondary data from Florida's Community Health Needs Assessment, about 30 percent of Marion County's population is aged 65 years and older, inclusive of the nearly 10 percent who are aged 75–84 years and 4 percent in the 85 years and older category. In seven of Marion County's 24 zip codes, more than a third of residents are aged 65 years and older. These data confirm that seniors comprise a large segment of the population and that the need for senior services is concentrated in certain geographic areas of the county.

According to the Department of Elder Affairs' State of Florida "2023 Profile of Older Floridians in Marion County," 8 percent of the elderly population (60 and older) live below the poverty guideline. The highest growth rate is for the 60+ population: 29,715 live alone, 14,224 annually receive SNAP or food stamps, 17,882 (12 percent) have one type of disability, and 15,774 (11 percent) have two or more disabilities. Marion County has 1,620 skilled nursing facility beds and had 296,184 Medicaid patient days in skilled nursing facility beds in 2023. There are 27 home health agencies, 62 companion service companies, 31 assisted living facilities with a total of 2,071 beds, and two adult day care facilities with 46 beds. 16,268 (15 percent) Marion County residents are age-eligible for Medicaid.

Mental health: From 2014–2020, mental health hospitalizations have been consistently lower for Marion County residents than the state, especially among children, with an estimated rate of only 1.3 hospitalizations per 1,000 visits compared to 5.9 for the state. Hospitalization rates for mental health for county residents overall have decreased between 2018 and 2020. Still, mental health issues were ranked #1 in terms of health issues to be addressed according to Marion County healthcare/social providers and community partners.

Substance abuse: Adults in Marion County are generally less likely to report engaging in heavy or binge drinking compared to the state. However, Marion County still sees consistently higher alcoholic liver disease death rates (11.6 versus 7.8 deaths per 100,000 population) and chronic liver disease and cirrhosis death rates (18.0 versus 13.0 deaths per 100,000 population) than the state at large.

Domestic violence: According to the Florida Department of Law Enforcement's Domestic Violence 2019 Annual Report, when compared to the state, Marion County had higher rates of murder, rape, fondling,

aggravated assault, and simple assault. To expand, Marion County in 2019 witnessed a murder rate that was approximately 5.9 times that of the state, a rate of rape nearly 2.6 times that of the state, more than double the rate of fondling, and nearly double the rates of aggravated and simple assault. Marion County has seen a wide fluctuation in the number of domestic violence offenses, with 2020 showing the highest recorded rate with 1,015.9 offenses per 100,000 population. Meanwhile, the state has been steadily trending downward for over a decade, measuring only 492.2 offenses per 100,000 population in 2020, less than half the rate in Marion County.

HIV/AIDS: All categories of sexually transmitted diseases, including HIV/AIDS, had lower rates for Marion County adults compared to the state. However, rates of Gonorrhea were increasing in the county until 2018, and rates of Syphilis and Chlamydia were increasing through 2019. All sexually transmitted disease rates dropped off in 2020, likely due to the COVID-19 pandemic. HIV/AIDS cases have steadily dropped from 2016 to 2020 in both the county and the state.

What are the housing and supportive service needs of these populations and how are these needs determined?

Due to the median property value in Marion County, especially among elderly households, affordable housing is of prime concern for LMI elderly.

A major issue faced by these households is aging in place. The County continues to focus CDBG funding on homeowner rehabilitation to improve the housing stock and preserve affordable housing. Under the HOME and State Housing Initiatives Partnership (SHIP) programs, Marion County offers purchase assistance to the elderly and those with special needs to become homeowners and live in safe, affordable homes.

Also, according to Marion County's Hospital District, resources for housing domestic violence survivors are scarce. CASA of Marion initiated services in Marion County in January 2024, aiming to enhance housing options for domestic violence survivors. While Project Hope and Shepherd's Lighthouse offer short-term housing, there is a pressing need for longer-term solutions.

Discuss the size and characteristics of the population with HIV/AIDS and their families within the Eligible Metropolitan Statistical Area.

According to the Florida Department of Health FL Health Charts Database, there were 1,212 persons with HIV/AIDS in 2022. Marion County is in the third quartile for this measure, meaning that persons with HIV/AIDS numbers are lower than about half of all Florida counties.

Well Florida Council, a local health council for North Central Florida, provides information on primary healthcare and support services to low-income persons living with HIV, including services under the Housing Opportunities Program and the High-Impact Prevention project.

According to HIV.gov, there are eight health centers that treat and test for HIV. As of 2024, there are no longer any Ryan White HIV care centers in Marion County.

If the PJ will establish a preference for a HOME TBRA activity for persons with a specific category of disabilities (e.g., persons with HIV/AIDS or chronic mental illness), describe their unmet need for housing and services needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2) (ii)).

The County does not intend to establish a preference.

Discussion

According to the US Census Bureau, ACS 2018–2022, Marion County had a poverty rate of 14.4 percent, compared to 12.9 percent for the State of Florida and 12.6 percent for the nation as a whole. Child poverty rates are somewhat significantly higher in Marion County, with a rate of 21.4 percent compared to 17.7 percent for the State of Florida and 16.7 percent for the nation as a whole.

Income disparities in Marion County continue to be higher than the state and the nation as a whole. This disparity is particularly severe for Black households in the county, with a poverty rate of 22.3 percent compared to 20 percent for the state and 21.5 percent for the nation. The disparity is similar for Hispanic households, with 21.5 percent for the county compared to 15.5 percent for the state and 17.2 percent for the nation.

Due to the higher-than-average poverty rates among elderly households and the greater share of cost-burdened households, improving the housing stock remains a priority for the County.

NA-50 Non-Housing Community Development Needs - 91.415, 91.215 (f)

Describe the jurisdiction's need for Public Facilities.

Marion County's population has grown significantly during the last decade, and it is expected that the population will continue to grow in the decades to come. An estimated 36,000 more people now call Marion County home than those accounted for in the 2010 Census. This is similar to adding another city that is half the size of Ocala to the unincorporated areas of the county. The County needs to be positioned to continue meeting customer expectations.

Through CDBG funds, Marion County can fund the construction, rehabilitation, or installation of public facilities. Eligible public facilities include community centers and facilities for special needs populations (such as senior centers, homeless shelters, or centers for disabled persons).

How were these needs determined?

Needs were determined through communication with other County departments, community needs outreach, discussions with key stakeholders, and a community needs survey.

Describe the jurisdiction's need for Public Improvements.

During the next five years, growth will likely continue with several projects in planning and development. A recent strategic plan highlights three economic opportunity focus areas as well as infill opportunities in proximity to existing infrastructure and public services:

- Florida Crossroads Commerce Park, within Marion Oaks, at Highway 484, west of Interstate 75(I-75).
- Northwest 49th Street Interchange, between I-75 and NW 49th Street.
- Silver Springs Shores employment areas.

According to a consultation discussion with the Ocala/Marion County CEP, there is a lot of focus on broadband enhancement and expansion to support workforce development and education.

In addition, road infrastructure and water and sewer improvements are key to continued economic growth.

Through CDBG funds, the County can also fund the construction, rehabilitation, or installation of public improvements. Public improvements include, but are not limited to, street and sidewalk improvements, water and sewer installation and maintenance, and ADA-compliant construction and rehabilitation. The county needs water and sewer infrastructure, including street and sidewalk improvements, as well as addressing mobility and access management.

How were these needs determined?

Needs were determined through communication with other County departments, community needs outreach, discussions with key stakeholders, and a community needs survey.

Describe the jurisdiction's need for Public Services.

According to consultation with the Community Foundation for Ocala/Marion County, area nonprofits are struggling to meet the demand for services across the board.

Significant gaps exist in areas of affordable mental health services, substance abuse services, affordable housing options, public transportation options, and affordable quality childcare.

The need for programs and services across the nonprofit sector is dramatically increasing following the COVID-19 pandemic. This effect has been exacerbated by the subsequent population surge felt across Florida jurisdictions. Marion County is now the fourth fastest-growing county in the nation. This rise in need puts considerable strain on human serving missions, especially given the subsequent labor shortage that occurred following the pandemic. There are more people, more demand, less staff, and higher costs for recurring expenses. Area nonprofits are suffering from the same “pressure points” faced by all Florida nonprofit organizations in 2024 (Florida Nonprofit Survey, 2023):

- Both cost and demand for services are increasing.
- Nonprofits need new sources of funds to survive.
- More volunteers are needed.
- CEO transitions are happening frequently and will continue.

Consultation with the Hospital District revealed that there is a need to work with tech schools, employers, and colleges in Marion to hire the homeless or educate them. Case management services with a behavioral health/substance use component are also needed to work with the homeless.

How were these needs determined?

Needs were determined through communication with other County departments, community needs outreach, discussions with key stakeholders, and a community needs survey

HOUSING MARKET ANALYSIS

MA-05 Overview

Housing Market Analysis Overview

The Housing Market Analysis portion of the Consolidated Plan provides a qualitative and quantitative analysis of multiple sets of data, supplemented with interviews and surveys, to paint a detailed picture of the housing market and community development needs facing individuals and households in Marion County. The needs identified in this section help to inform the County's Strategic Plan, which outlines how the County will use its HUD funds.

Data Sources and Terms

The Consolidated Plan utilizes two primary data sources: data from the Census Bureau's American Community Survey (ACS) and custom tabulations of ACS data called the Comprehensive Housing Affordability Strategy (CHAS) data. The most recent ACS data are the 2018–2022 five-year estimates and the most recent CHAS data are the 2016–2020 five-year estimates. Understanding that the housing market and conditions have changed dramatically since 2019, the County analyzed additional data where available to provide a more recent picture of the needs facing the county. NA-05 Overview includes a list of terms used throughout the Needs Assessment and Market Analysis sections of the Consolidated Plan.

Key Themes Identified in the Market Analysis

The Market Analysis identified the following major themes.

Characteristics of the Housing Market

Data on the number of housing units in the county indicates that there is a shortage of affordable and available housing units for households earning less than 80 percent AMI.

Public and Assisted Housing Inventory

The OHA is the active PHA in Marion County. The OHA, a certified HUD Housing Counseling Agency, manages and provides subsidized housing to 186 families through the public housing and PSH programs and manages 44 affordable units scattered throughout Marion County. The OHA serves approximately 1,511 HCV participants who utilize their vouchers through several different voucher programs.

Facilities, Housing, and Services for Persons Experiencing Homelessness

In partnership with the City of Ocala, Marion County manages the CoC as the lead agency for FL-514 region through the "Ocala/Marion County Joint Office on Homelessness." Marion County oversees all administrative aspects of the local HUD CoC program and network, and the Community Services Department in which it is housed has been structured in a way that separates entitlement funding management from CoC management between three division managers who work together for enhanced collaboration and alignment between entitlement CDBG, HOME, ESG, SHIP, and all CoC-based funding sources and local allocation procedures.

In partnership with the City of Ocala, Marion County manages the CoC as the lead agency for the FL-514 region through the "Ocala/Marion County Joint Office on Homelessness."

Facilities, Housing, and Services for Persons Experiencing Homelessness

In partnership with the City of Ocala, Marion County manages the CoC as the lead agency for the FL-514 region through the "Ocala/Marion County Joint Office on Homelessness."

Marion County is involved in all CoC strategic planning and coordination events to cater to the local policy that guides rapid re-housing and homeless prevention of individuals, families, families with children, veterans, and unaccompanied youth. This includes funding the network's needs and CoC-identified assistance gaps for low-income and homeless aid.

Facilities, Housing, and Services for Special Needs Populations

The special needs population includes individuals that have mobility impairments or disabilities, or those that require supportive services. Typically, this population has severe or persistent mental illness or development or physical disabilities. Several organizations provide facilities and services for special needs populations in Marion County.

Hazard Mitigation

Marion County is vulnerable to a wide range of natural and technological disasters, as demonstrated by the very high human and economic costs of the events that recently impacted the northern portion of the state. According to a recent report, Marion County is exposed to many different types of natural, atmospheric, technological, and societal hazards that vary significantly in location, scope, and seriousness of their effects on the community.

Flooding was identified as having a high probability in Marion County, with a moderate impact.

MA-10 Housing Market Analysis: Number of Housing Units - 91.410, 91.210(a)&(b)(2)

Introduction

The housing stock in Marion County is primarily single-family (72 percent) and owner-occupied (76 percent). Most multi-family units are in small- to medium-sized structures (two to 19 units). Almost a fifth of residential properties are mobile homes (and a smaller number are boats, RVs, and vans). Given the number of households that are cost-burdened, as described in the Needs Assessment and the length of OHA's waiting lists, the number of affordable units in the county is insufficient to meet the level of demand. With 14 percent (2022 ACS) of the county's population living in poverty, the need for more affordable housing, both owner- and renter-occupied, is high.

Table 28: All Residential Properties by Number of Units

Property Type	Number	%
1-unit detached structure	126,445	70%
1-unit, attached structure	3,189	2%
2–4 units	6,735	4%
5–19 units	6,599	4%
20 or more units	4532	2%
Mobile home, boat, RV, van, etc	34,243	19%
Total	181,743	100%

Data Source: 2018–2022 ACS.

Table 29: Unit Size by Tenure

	Owners		Renters	
	Number	%	Number	%
No bedroom	414	0%	1,237	3%
1 bedroom	1,891	2%	4,486	12%
2 bedrooms	32,870	28%	15,608	43%
3 or more bedrooms	83,346	70%	15,144	42%
Total	118,521	100%	36,475	100%

Data Source: 2018–2022 ACS.

Describe the number and targeting (income level/type of family served) of units assisted with federal, state, and local programs.

Marion County's federally funded housing programs are targeted toward extremely low-income, low-income, and moderate-income families. The expected number of units targeted is determined annually through the citizen participation process and a needs assessment. Expected accomplishments are consistent

with five-year goals and accomplishments are reported annually in the Consolidated Annual Performance Report.

Marion County is predominately comprised of single-family detached housing, with 126,445 units accounting for 70 percent of the housing stock. The next largest property type is mobile home, boat, RV, van, etc., accounting for 34,243 or 19 percent of the entire housing stock. Although this number has decreased since the previous Consolidated Plan, it remains a high percentage of the housing stock. Marion County residents continue to be households seeking mobile home rehabilitation/repairs through the County's CDBG and SHIP programs. Due to the minimal housing resale value and the number of repairs needed, Marion County has implemented a policy to only repair septic systems and failing wells, add mobility ramps, and only work on those mobile homes built after 1995. During the previous Consolidated Plan (2019–2023), there were 38 home purchases using these funds. Under CDBG and SHIP, the County offers owner-occupied rehabilitation grants and deferred loans. During the previous five years, 45 site-built homes and mobile homes were rehabilitated. Using HOME and SHIP funds, the County assists income-qualified residents with down payment and closing costs. This continues to be a vibrant program with a large number of applications received each year.

Provide an assessment of units expected to be lost from the affordable housing inventory for any reason, such as expiration of Section 8 contracts.

Marion County expects the inventory of units in OHA's Public Housing Developments to remain the same and both the County and City of Ocala will utilize their housing rehabilitation programs to maintain the current affordable housing stock. It is expected that OHA will maintain its Section 8 contracts. OHA continues to provide HCVs as long as vouchers are available. If a family is able to become self-sufficient and move out of an affordable unit, the waiting list is extensive to fill that unit. OHA has plans to purchase property to increase the public housing stock and will use replacement housing funds, federal and state grants, private financing, and capital funds to do so.

Does the availability of housing units meet the needs of the population?

Due to the increased cost of housing and the increased cost of construction, the availability of units does not meet the needs of the population. This is demonstrated by waiting lists for HCVs, rehabilitation assistance, and homeowner assistance. Lack of funding and interested developers does not allow the County to address all affordable housing needs. Marion County is studying how to implement affordable housing incentives to developers to include a percentage of affordable units and encouraging inclusive zoning.

Based on changes in median home price, rents, and overall share of property type in the county, there continues to be a lack of affordable units for LMI households. As the market demand for single-family homes increased during the last five-year period, the number of available rental units has continued to decline. At the same time, the increase in the cost of single-family homes continues to price LMI households out of the market. In addition, the increased cost of maintaining homes in the county and the cost of insurance and utilities continues to burden families.

The median home value for single-family housing in the county in 2022 was listed at \$194,900—lower than both the state and national averages. Of the current housing stock, 70 percent are owned units.

In the County's 2019–2024 Analysis of Impediments to Fair Housing, the identified potential impediments were:

- Insufficient supply of affordable rental housing.
- Insufficient support for affordable home ownership.

- Lack of awareness by residents of Fair Housing laws.
- Poor credit history and inadequate access to employment opportunities.

Describe the need for specific types of housing.

From the 2018–2022 ACS data, the total number of residential properties was 181,743—an increase of 13.7 percent since the 2009–2013 data. With a population growth of 13.9 percent over the last decade, the number of units available for housing overall has kept up with growth. However, this growth has not included substantial changes in the number of affordable units. The largest growth was in one-unit detached structures, usually representing homeownership with an increase of 18.5 percent. With 14 percent of the population living under the poverty level, the need for affordable rental units is evident.

Discussion

The housing and population data for Marion County provides a clear picture of what is needed for Marion County residents. Like many parts of the United States, Marion County is experiencing a prolonged housing affordability issue. Based on the increase in single-family units over the last decade, there is clearly an unmet need in the rental market. This need is most acute for LMI families.

MA-15 Housing Market Analysis: Cost of Housing - 91.410, 91.210(a)

Introduction

Housing costs in Marion County have increased considerably since 2012, while median incomes increased at a slower rate than the cost of rental and for-sale housing units, adjusted for inflation. Median contract rent increased by 13 percent and median home value increased by 20 percent, while median household income (adjusted for inflation) increased by 12 percent.

The HUD-provided table below indicates the number of affordable units available to households with various income levels. The 3,515 rental units identified as costing \$500 or less account for 11 percent of the rental inventory. This supply of units does not come close to accommodating the number of renter households earning less than 30 percent of the HAMFI.

Table 30: Cost of Housing

	Base Year: 2012	Most Recent Year: 2022	% Change
Median Home Value	\$130,900	\$194,900	49%
Median Contract Rent	\$631	\$885	40%

Data Source: 2008-2012 ACS (Base Year), 2018-2022 ACS (Most Recent Year).

Table 31: Cost of Housing with Inflation Adjusted

	Base Year: 2012	Most Recent Year: 2022	% Change
Median Home Value	\$130,900 (\$163,847 in 2022 dollars)	\$194,900	+49% (19% adjusted)
Median Contract Rent	\$631 (\$789.82 in 2022 dollars)	\$885	+40% (12% adjusted)

The following map, generated from the HUD CPD Maps system, shows the areas of the county that experienced the greatest change in median rent. The areas shaded in red experienced the greatest increase in median rent.

Figure 15: Greatest Change in Median Rent

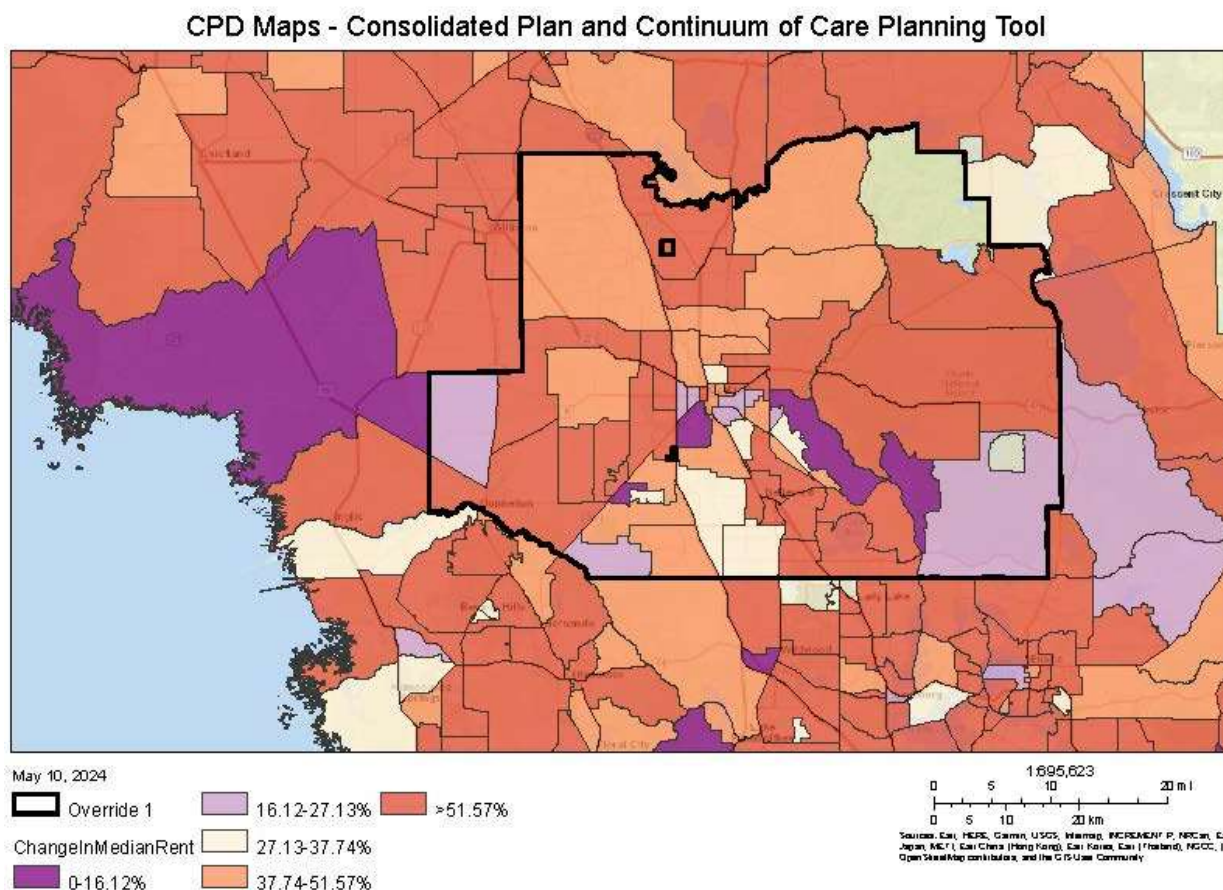


Table 32: Rent Paid

Rent Paid	Number	%
Less than \$500	3,515	11%
\$500–999	18,109	54%
\$1,000–1,499	8,585	26%
\$1,500–1,999	2,235	7%
\$2,000 or more	901	3%
Total	33,345	100%

Data Source: 2008-2012 ACS

Housing Affordability

The National Low-Income Housing Coalition provides annual information on the Fair Market Rent (FMR) and affordability of rental housing in counties and select cities in the U.S. In the Ocala metropolitan statistical area (Marion County), the FMR for a two-bedroom apartment was \$1,131 in 2023. To afford this level of

rent and utilities without spending more than 30 percent of income on housing, a household must earn \$45,240 annually. Assuming a 40-hour work week, 52 weeks per year, this level of income translates into a housing wage of \$21.75.

In Marion County, a minimum-wage worker earns an hourly wage of \$11 (increased to \$12 effective September 30, 2023). To afford the FMR for a two-bedroom apartment, a minimum-wage earner must work 79 hours per week, 52 weeks per year.

Below is the number of affordable units available to households with various income levels.

Table 33: Housing Affordability

Number of Units affordable to Households earning	Renter	Owner
30% HAMFI	4,610	0
50% HAMFI	5,395	34,690
80% HAMFI	17,895	26,805
100% HAMFI	8,800	47,664
Total	36,700	109,159

Data Source: 2016-2020 CHAS.

Figure 16: Affordable Units

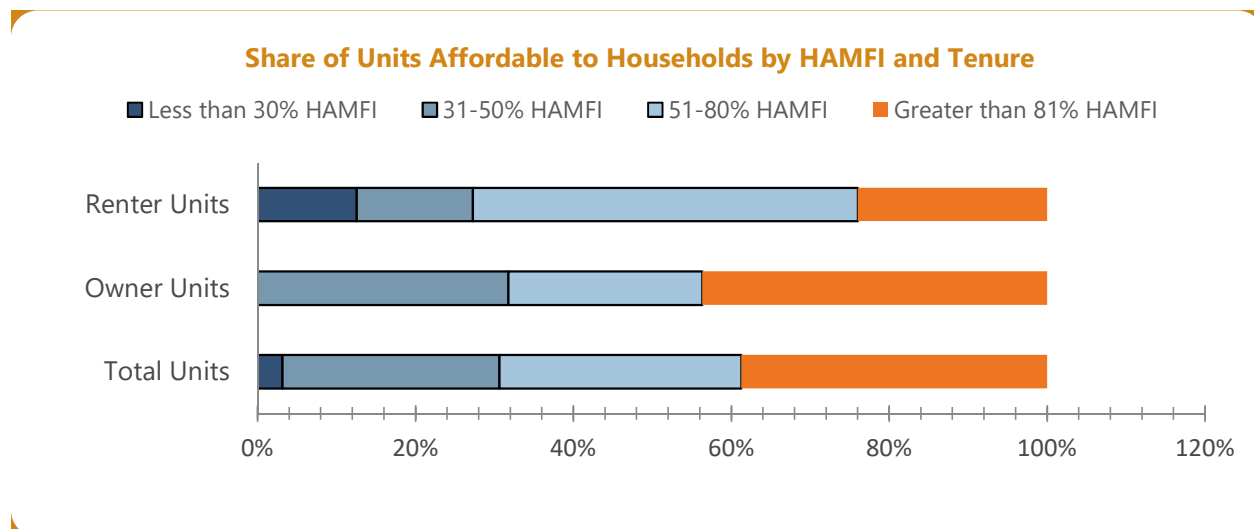


Table 34: Monthly Rent

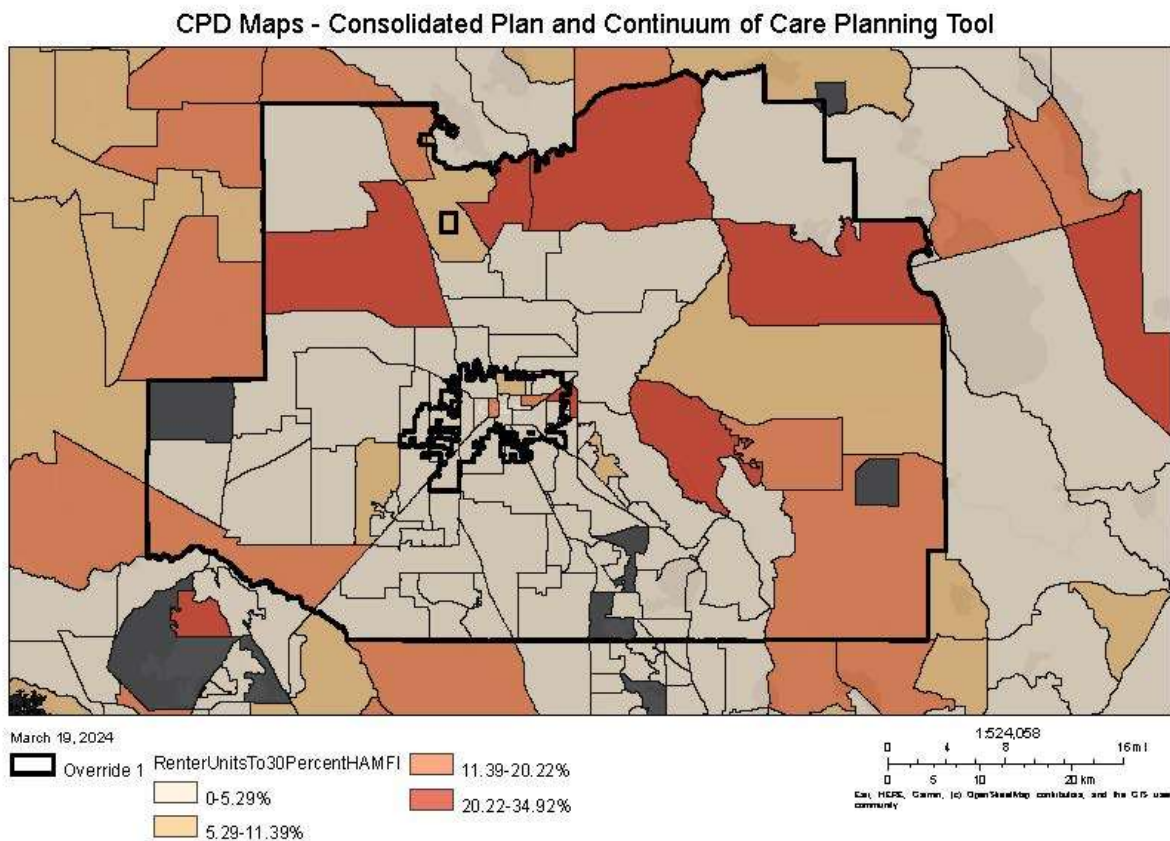
Monthly Rent (\$)	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Fair Market Rent	\$855	\$919	\$1,131	\$1,448	\$1,572
High HOME Rent	\$729	\$782	\$941	\$1,078	\$1,183

Monthly Rent (\$)	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Low HOME Rent	\$576	\$617	\$741	\$855	\$955

Data Source: HUD FMR and HOME Rents.

The following map, generated from the HUD CPD Maps system, shows the areas of the county with the number of renter units affordable to households up to 30 percent of HAMFI, reflecting the data in Table 33. There are few areas with available affordable units.

Figure 17: Percentage of Renter Units Affordable to Households Up to 30 Percent of HAMFI



Is there sufficient housing for households at all income levels?

No. According to CHAS data, 18 percent of households in the county are cost-burdened (paying more than 30 percent of their income on housing costs). Additionally, over 16 percent of households are severely cost-burdened (spending over 50 percent of household income on housing).

In addition, 59 percent of all renter households earning less than 30 percent HAMFI and 53 percent of all owner households earning less than 30 percent HAMFI spent more than half of their income on housing costs.

How is affordability of housing likely to change considering changes to home values and/or rents?

If current housing cost trends continue, the upward pressure of housing costs will continue to have a negative impact on renter and owner households. Without an increase in the number of available affordable housing units, rents and home prices will continue to climb.

How do HOME rents / Fair Market Rent compare to Area Median Rent? How might this impact your strategy to produce or preserve affordable housing?

The County's median contract rent (\$885) is higher than the HOME FMR (\$617) for 1-bedroom apartments and larger. This compares to an area median rent of \$1,043 for a 1-bedroom apartment. This means that a household receiving a tenant-based rental subsidy cannot afford most homes within Marion County.

Overall, the home sales market in Marion County is considered to be balanced, with an estimated vacancy rate of 2.4 percent. The number of homes sold totaled 13,800 during the 12-month ending June 2023, a 7 percent increase from 12,900 homes during the previous 12 months (CoreLogic, Inc.). The average sales price increased 14 percent to \$276,100. The market had three months of inventory available for sale in June 2023, up from 1.8 months a year earlier. Despite the market balance, housing costs continue to increase out of the range of affordability for LMI households.

The apartment market in the county is slightly soft. The apartment vacancy rate in the county was approximately 9.5 percent in the second quarter of 2023, up from 4.5 percent a year ago. The average asking rent was approximately \$1,450, down 2 percent from \$1,475 from a year ago. The higher-than-average asking rent, increase in contract rents, and high FMRs continue to leave LMI households without affordable housing.

In addition, according to a recent (May 2024) Moving Trends Report for the First Quarter of 2024, a ranking of move-to cities in the United States, the City of Ocala was at the top. Ocala's "moves-in" to "moves-out" ratio jumped to 3.30 for Q1 2024, according to the data. According to that ratio, 330 people intend to move in this year for every 100 who are leaving. Ocala is one of the top 10 places to migrate to in 2024, ranking with other expanding retirement communities like Myrtle Beach, Knoxville, Hendersonville, and Pensacola. While this is good news overall, it likely means fewer available affordable rental units.

MA-20 Housing Market Analysis: Condition of Housing - 91.410, 91.210(a)

Introduction

The following data provides an overview of the condition of housing in Marion County, particularly as it relates to housing that is or is in the process of becoming unsafe or obsolete. Compared to the nation overall, the county's housing stock is newer, with most of the housing stock built between 1980 and 2009 (66.5 percent). Although both owner and rental units may require rehabilitation from normal wear and tear, the need is slightly greater for renter-occupied units.

Describe the jurisdiction's definition for "substandard condition" and "substandard condition but suitable for rehabilitation."

Standard Condition

A dwelling unit in this category has no major defects or has only slight defects that are correctable through the course of regular maintenance. It must be in total compliance with applicable local housing and occupancy codes; be structurally sound, watertight, and in good repair; be adequate in size with respect to the number of rooms and area of living space; and contain the following:

- A safe electrical wiring system adequate for lighting and other normal electrical devices.
- A heating system capable of sustaining a healthy temperature (consistent with normal, year-round climatic conditions).
- A separate well-lighted and ventilated bathroom that provides user privacy and contains a sink, commode, and bathtub or shower stall.
- An appropriate, sanitary, and approved drainage system.
- A fully useable sink in the kitchen.
- Adequate space and service connections for a refrigerator.
- An unobstructed egress to a safe, open area at ground level.
- Ingress and egress areas free of any barriers that would obstruct a handicapped occupant.

Substandard Condition, But Suitable for Rehabilitation

A dwelling unit in this category does not comply with the standard criteria or has minor defects that require a certain amount of correction but can still provide a safe and adequate shelter or has major defects requiring a great deal of correction and will be safe and adequate once repairs are made.

To be suitable for rehabilitation, the County's Construction Coordinator carefully inspects the dwelling and prepares a work write-up of repairs necessary to bring it up to standard condition. A repair cost estimate is prepared based on the needs identified in the work write-up.

Marion County may authorize deviations based on unique aspects of each dwelling, owner, tenant, etc. on a case-by-case basis. Each deviation so approved must be thoroughly documented.

Sub-Standard Condition But Not Suitable for Rehabilitation

A dwelling unit is in this category if a cost estimate of repairs, based on the needs identified in a work write-up, exceeds 65 percent of the just value as determined by the property appraisal or appraisal dated within six months of application. Such units are ineligible.

Table 35: Condition of Units

Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
With one selected condition	25,459	21%	15,905	44%
With two selected conditions	481	0%	1,035	3%
With three selected conditions	24	0%	63	0%
With four selected conditions	0	0%	0	0%
No selected conditions	92,557	78%	19,472	53%
Total	118,521	100%	36,475	100%

Data Source: 2018-2020 CHAS.

Table 36: Year Unit Built

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
2000 or later	7,935	22%	38,810	36%
1980–1999	15,360	42%	46,915	43%
1950–1979	10,025	27%	18,465	17%
Before 1950	3,370	9%	4,980	5%
Total	36,695	100%	109,170	100%

Data Source: 2016-2020 CHAS.

Table 37: Risk of Lead-Based Paint Hazard

Risk of Lead-Based Paint Hazard	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Units built before 1980	13,399	37%	23,449	21%
Units built before 1980 with children 6 years and under present	2,384	6%	2,094	2%
Total units	36,695	100%	109,170	100%

Data Source: 2016-2020 CHAS.

Table 38: Vacant Units (No reliable data is currently available)

	Suitable for Rehabilitation	Not Suitable for Rehabilitation	Total
Vacant Units	N/A	N/A	N/A
Abandoned Vacant Units	N/A	N/A	N/A
REO Properties	N/A	N/A	N/A
Abandoned REO Properties	N/A	N/A	N/A

Describe the need for owner and rental rehabilitation based on the condition of the jurisdiction's housing.

The common age threshold used to signal a potential deficiency is around 50 years or more. The age of the housing stock in Marion County is much newer than the U.S. overall. Over 36.7 percent of the nation's overall housing stock was built before 1970; for Marion County, only 11.1 percent of units were built before 1970.

Still, much of the housing stock in rural Marion County was built in the early 1960s and now requires rehabilitation to eliminate hazardous conditions and barriers. In the incorporated and developed areas, newer housing stock was built from the 1990s and these newer units cater to retirees moving to the area. The costs of such repairs for older, substandard housing stock are prohibitive to those living on a fixed income.

Estimate the number of housing units within the jurisdiction that are occupied by low- or moderate-income families that contain lead-based paint hazards. 91.205(e), 91.405.

Lead-based paint is more likely to be present in housing units constructed before the federal government officially banned its use in residential dwellings in 1978. Households residing in older housing units are at an increased risk of encountering lead-based paint, which poses serious health risks, especially for young children. Since lead-based paint has a sweet taste, young children may be tempted to eat fallen paint chips or chew on low-level painted surfaces such as windowsills.

Currently, 25.4 percent of the housing stock in Marion County was constructed before 1979 and would need testing and possible removal of lead-based paint. Not all of these older homes are being occupied by low-income residents. The City of Ocala has a large historic district with over 900 houses built before 1950. These homes tend to be owned by wealthier individuals who can afford to renovate and maintain a home of that age. If not cared for properly, these homes tend to deteriorate quickly and become uninhabitable. Marion County requires any home that was built prior to 1978 that will be renovated, purchased, or demolished to be tested by a lead-based paint-certified and licensed inspector.

MA-25 Public And Assisted Housing - 91.410, 91.210(b)

Introduction

Table 38: Totals Number of Units by Program Type

Program Type									
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers available			186	1,288			60	0	0
# of accessible units									

Data Source: PIC (PIH Information Center).

Describe the supply of public housing developments.

The OHA is the active PHA in Marion County. The OHA, a certified HUD Housing Counseling Agency, manages and provides subsidized housing to 186 families through the public housing and PSH programs and manages 44 affordable units scattered throughout Marion County. The OHA serves approximately 1,511 HCV participants who utilize their vouchers through several different mainstream and specialty voucher programs: HCV Homeownership Vouchers, VASH vouchers, EHV, and FUP voucher assistance. The OHA maintains waiting lists for both the HCV program (>3,000) and public housing (>2,000). OHA operates several programs to provide housing to eligible households.

- **Public housing:** 186 public housing units, all located within Ocala city limits.
- **HCV:** OHA administers 1,511 HCVs throughout Marion County that provide 9 million dollars in subsidies to 600 private owners.
- **FSS Program:** OHA provides job training, counseling, and financial coaching to meet individualized goals, along with an escrow savings plan for the participants.
- **Homebuyer's Club:** OHA provides services such as credit repair, budgeting, home inspections, mortgage search, navigating real estate negotiations, post-purchase training, and general mortgage education for residents of any OHA programs and the public.

Describe the number and physical condition of public housing units in the jurisdiction, including those that are participating in an approved Public Housing Agency Plan.

OHA owns and manages 186 public housing units in four communities. Those units routinely remain occupied, and there are currently 800 residents on the public housing waiting list.

OHA maintains the properties via private vendors and a maintenance staff. The units are maintained to a high level per the HUD Real Estate Assessment Center inspections for suitability. OHA also maintains a five-year Capital Improvement Plan (CIP) plan that denotes future projects to maintain and enhance the properties. Items such as roof replacements, painting, replacement of playground equipment, and re-designed parking are all projects included in OHA's most recent five-year CIP plan. However, overall lack of funding restricts not only what OHA can accomplish but how soon it can accomplish it.

Table 39: Public Housing Condition

Public Housing Development	Average Inspection Score
Ocala Housing Authority	92

Describe the restoration and revitalization needs of public housing units in the jurisdiction.

All of the current properties were built in the 1970s, and though they have been maintained to a high level, there is a lot that could be done with adequate funding to make the communities safer and the units more modern.

Describe the public housing agency's strategy for improving the living environment of low- and moderate-income families residing in public housing.

OHA is actively engaging its residents and expanding its services in its Resident Services Department. OHA is putting a major focus on its Section 8 Homeownership program and helping LMI families move from being renters to being homeowners. OHA is increasing the number of families that it serves in its FSS program. OHA has actively begun to recruit and hire Section 3 residents on a part-time basis with the intent

to aid them in gaining meaningful work experience so that they may obtain higher-paying jobs and move their families to a level of self-sufficiency.

OHA is making efforts to continue to increase enrollment in its FSS program and to increase resident involvement in our community activities by providing diverse and relevant activities that will aid its residents in reaching their housing, educational, and social goals through the following.

- Increasing focus on case management and providing classes that focus on becoming employable through education and job skills training, obtaining employment, home ownership, credit rebuilding, safety, voter awareness, and budgeting.
- Establishing partnerships that will help residents remove barriers to transportation, education, and employment.
- Restructuring the PCC Board for the FSS program to bring a high level of energy and increased access to community resources that will broaden OHA's ability to increase services to clients even amidst budget uncertainty.
- Implementing a scholarship program funded by local business and charities that will aid in paying for educational testing, transportation vouchers, and other identified inhibitors of a family's self-sufficiency.
- Furthering individual case management (using a ROSS grant) by adding a coordinator who will work with public housing residents to increase client opportunities for housing self-sufficiency.
- Partnering with Eckerd Connects to provide paid internship opportunities to local residents aged 18–25 with on-the-job skills training.
- This serves to give needed resources without increasing OHA's budget as Eckerd keeps the interns on their payroll for up to 300 hours.
- Increase Program Participation of Residents and Landlords:
 - Objective: Enhance External Customer Knowledge
 - Action Steps:
 - Host landlord briefings
 - Host tenant workshops
 - Strengthen partnership with local Legal Aid office
 - Develop an open house event to be attended by both landlords and tenants
 - Develop an OHA Resident Appreciation Day

MA-30 Homeless Facilities and Services - 91.410, 91.210(c)

Introduction

In partnership with the City of Ocala, Marion County manages the CoC as the lead agency for the FL-514 region through the "Ocala/Marion County Joint Office on Homelessness." Marion County oversees all administrative aspects of the local HUD CoC program and network, and the Community Services Department in which it is housed has been structured in a way that separates entitlement funding management from CoC management between three division managers who work together for enhanced collaboration and alignment between entitlement CDBG, HOME, ESG, SHIP, and all CoC-based funding sources and local allocation procedures.

Marion County is involved in all CoC strategic planning and coordination events to cater to the local policy that guides rapid re-housing and homeless prevention of individuals, families, families with children, veterans, and unaccompanied youth. This includes funding the network's needs and CoC-identified assistance gaps for low-income and homeless aid. Marion County works with the CoC BoG to gain insight into the local program needs to ensure HUD or State Notice of Funding Availability priorities include the housing-related requirements identified by the CoC network. The Ocala/Marion County Joint Office on Homelessness develops and leads the regional coordinated entry program to prioritize clients based on vulnerability level for timely assignment to case management and wrap-around services funded by ESG and CoC-based grants.

The Marion County staff primarily oversees funding and applications, while the City of Ocala staff is the lead agency for handling outreach efforts, coordinated entry, and HMIS.

Table 40: Facilities Targeted to Homeless Persons

	Emergency Shelter Beds		Transitional Housing Beds	Permanent Supportive Housing Beds	
	Year Round Beds (Current & New)	Voucher / Seasonal / Overflow Beds	Current & New	Current & New	Under Development
Households with Adult(s) and Child(ren)	197	0	118	96	0
Households with Only Adults	89	0	82	11	0
Chronically homeless households	0	0	0	?	0
Veterans	12	0	189	2	0
Unaccompanied youth	0	0	0	0	0

Describe mainstream services, such as health, mental health, and employment services to the extent those services are used to complement services targeted to homeless persons.

The City of Ocala's Outreach and Referral Specialists evaluate the needs of each client through the Vulnerability Index—Service Prioritization Decision Assistance Tool, which is a survey triage tool administered both to individuals and families to determine risk and prioritization when providing assistance to homeless persons and those at risk of homelessness. It gives the Outreach Specialists an overview of the needs of the client and allows them to make an assessment as to what resources are required to best meet their needs and to determine the mainstream services needed to meet the needs of homeless persons.

List and describe services and facilities that meet the needs of homeless persons, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth. If the services and facilities are listed on screen SP-40 Institutional Delivery Structure or screen MA-35 Special Needs Facilities and Services, describe how these facilities and services specifically address the needs of these populations.

In Marion County, homeless shelters consist of the following:

- **Center of Hope of the Salvation Army:** One dormitory for homeless men, one for homeless women, and a small number of family rooms.
- **Interfaith Emergency Services,** a few blocks away, has several rooms and small units for families to shelter in.
- **Arnette House:** A limited number of beds for homeless minors.

There are three transitional housing programs for single mothers:

- Shepherd's Lighthouse.
- Hands of Mercy Everywhere.
- Project Hope.

Two transitional housing programs for veterans—one at the Salvation Army and one at the RITZ Hotel, now a Volunteers of America veterans' facility.

There is also a limited number of supportive permanent housing units for formerly and chronically homeless families. Subsidized public housing is difficult to obtain for individuals in many categories.

MA-35 Special Needs Facilities and Services - 91.410, 91.210(d)

Introduction

The special needs population includes individuals having mobility impairments or disabilities and those who require supportive services. Typically, this population has severe or persistent mental illness and developmental or physical disabilities. Several organizations provide facilities and services for special needs populations in Marion County.

Including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents and any other categories the jurisdiction may specify, and describe their supportive housing needs.

Supportive housing is defined as living units that provide a planned services component with access to a wide range of services needed for the resident to achieve personal goals. Various populations with special needs require supportive housing. Some individuals need supportive housing because they are unable to undertake the activities of daily living without assistance. The specific needs of local special needs subpopulations are described in NA-45, Non-Homeless Special Needs Assessment.

Describe programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing.

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 using both CDBG and ESG funding while also coordinating with the CoC to achieve this goal.

Annie Johnson Senior Center in Dunnellon provides emergency food assistance and utility assistance. St. Theresa/St. Vincent DePaul Society provides emergency food, utility, and financial assistance for the Belleview area. A similar service for emergency food assistance in the Forest, an area in Marion County, is provided by Help Agency. The Multi-Purpose Senior Center provides weekly activities for seniors and serves lunch. The local Salvation Army provides breakfast and dinner at its soup kitchen.

Brother's Keeper operates a soup kitchen at Interfaith Emergency Services; this service is enhanced by a centralized food bank operation for emergency food distribution from the Interfaith Emergency Services food bank.

Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals (91.315(e)).

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 funding through a competitive process to score proposals 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 Five-year Consolidated Plan and AAP.

For entitlement/consortia grantees: Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals (91.220(2)).

Marion County is the lead agency for the Marion County/City of Ocala HOME Consortium. Through these funds, the consortium plans to acquire, construct, and renovate affordable rental housing for county residents. The City of Ocala has a strong single family, owner-occupied rehabilitation program using HOME funds.

In addition, Marion County has a new domestic violence provider as of January 2024 called CASA Marion. The County is working to acquire an identified permanent location within the next year.

MA-40 Barriers to Affordable Housing - 91.410, 91.210(e)

Describe any negative effects of public policies on affordable housing and residential investment.

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 Marion County Comprehensive Plan indicates one main goal for housing—to encourage and promote the availability of safe, sanitary, and affordable housing in neighborhoods that have the necessary infrastructure to meet the needs of present and future residents of the county. To achieve this goal, the County has identified several new housing objectives. This includes assisting public agencies to establish and implement programs to meet the demand for affordable housing, updating the Land Use plan to incorporate a broader range of land uses and residential property types, encouraging public agencies or the private profit/non-profit sector to establish and implement programs to ensure that existing substandard housing units are identified and create opportunities for rehabilitation, ensuring that group homes and foster care facilities licensed or funded by the Florida Department of Children and Family Services shall be allowed in residential areas, and developing a housing implementation program that will support and enhance coordination among the public and private profit/non-profit sector housing delivery systems and increase local awareness of local, state, and federal housing programs.

According to the CHAS data, rent increases in Marion County did not reach the levels seen in other parts of the country in the years after the COVID-19 pandemic. However, in the last decade, home prices have increased by close to 100 percent.

MA-45 Non-Housing Community Development Assets - 91.410, 91.210(f)

Introduction

The following section outlines the employment, labor force, and educational attainment data that informed the priorities of this Consolidated Plan. There have been significant changes in employment status, sector, and employment by education levels compared to the previous Five-Year Consolidated Plan. According to the 2018–2022 ACS, the unemployment rate for Marion County was 5.9 percent—6.3 percent less than the 2011–2015 ACS. In addition, the total number of the civilian employed population 16 years and over increased to 142,382—an increase of 56 percent when compared to the 2011–2015 ACS.

Economic Development Market Analysis

Table 41: Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	2,780	1,784	3%	2%	-1%
Arts, Entertainment, Accommodations	6,861	11,588	7%	11%	4%
Construction	10,209	8,931	10%	8%	-1%
Education and Health Care Services	23,248	24,884	22%	23%	1%
Finance, Insurance, and Real Estate	6,433	3,905	6%	4%	-3%
Information	1,148	525	1%	0%	-1%
Manufacturing	8,233	9,084	8%	9%	1%
Other Services	4,811	8,347	5%	8%	3%
Professional, Scientific, Management Services	11,577	5,128	11%	5%	-6%

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Public Administration	6,584	5,681	6%	5%	-1%
Retail Trade	13,217	16,537	13%	16%	3%
Transportation and Warehousing	5,536	5,359	5%	5%	0%
Wholesale Trade	2,768	4,234	3%	4%	1%
Total	103,405	105,987	%		

Data Source: 2018–2022 ACS (Workers), 2021 Longitudinal Employer-Household Dynamics (Jobs).

Table 42: Labor Force

Total Population in the Civilian Labor Force	316,405
Civilian Employed Population 16 years and over	142,382
Unemployment Rate	5.9
Unemployment Rate for Ages 16–24	12.2
Unemployment Rate for Ages 25–65	5.1

Data Source: 2018-2022 ACS.

Table 43: Occupations by Sector

Occupations by Sector	Median Income
Management, business, and financial	44,393
Farming, fisheries, and forestry occupations	-
Service	29,960
Sales and office	34,952
Construction, extraction, maintenance, and repair	14,967
Production, transportation, and material moving	18,118

Data Source: 2018-2022 ACS.

Table 44: Travel Time

Travel Time	Number	Percentage
<30 Minutes	79,769	63%
30–59 Minutes	38,834	31%
60 or More Minutes	8,546	7%
Total	127,149	100%

Data Source: 2018-2022 ACS.

Table 45: Educational Attainment by Employment Status (Population 25–64)

Educational Attainment	In Labor Force		Not in Labor Force
	Civilian Employed	Unemployed	
Less than high school graduate	8,712	510	8,809
High school graduate (includes equivalency)	37,655	1,283	18,425

Educational Attainment	In Labor Force		Not in Labor Force
	Civilian Employed	Unemployed	
Some college or Associate's degree	46,910	1,548	19,071
Bachelor's degree or higher	29,949	529	8,819

Data Source: 2018-2022 ACS.

Table 46: Educational Attainment by Age

	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–65 yrs	65+ yrs
Less than 9th grade	494	1,041	1,197	3,210	3,449
9th to 12th grade, no diploma	4,319	2,724	1,709	7,430	5,110
High school graduate, GED, or alternative	12,119	13,480	15,095	28,608	40,720
Some college, no degree	6,923	10,494	9,229	21,671	26,663
Associate's degree	1,418	7,158	5,133	13,904	10,840
Bachelor's degree	858	5,948	6,536	13,345	17,253
Graduate or professional degree	259	2,195	3,481	7,917	11,162

Data Source: 2018-2022 ACS.

Table 47: Educational Attainment—Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	\$26,744
High school graduate (includes equivalency)	\$34,225
Some college or Associate's degree	\$36,028
Bachelor's degree	\$46,905
Graduate or professional degree	\$62,361

Data Source: 2018-2022 ACS.

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

Currently, the largest employment sector by share of workers in Marion County is education and health services, which makes up 23 percent of the total jobs available. This category also represents 22 percent of all workers in the county. Retail represents the second largest share of jobs, with 16 percent of the total

available jobs and 13 percent of the total workforce. Arts, entertainment, and accommodations are the third largest sector, with 11 percent of the total share of jobs and 7 percent of the total workforce.

Describe the workforce and infrastructure needs of the business community.

When comparing the share of available workers to the total number of jobs per sector, the following sectors do not have the full number of workers necessary to meet demand: Arts, entertainment, and accommodations; education and health care services; manufacturing; other services; retail trade; wholesale trade. To meet demand for these sectors, the business community needs to identify new pathways for employment.

According to a consultation with the Ocala/Marion County CEP, needs include the following:

- Public facility needs:
 - Incubator space (recently completed at the Silver Spring Shores); this will be used as a model for the future to see how well it works.
- Next opportunity: Marion Oaks incubator (within the five-year plan). The biggest issue is the lack of space in Marion Oaks.
- The County received an appropriation for the West Ocala incubator, located in two low-income census tract areas. CEP will continue to explore incubators.
- Key employment issues and needs:
 - A recent Strategic Plan identified skills gaps in female employment—an opportunity exists for re-entry into the workforce and to assist the formerly incarcerated.
 - AI will not replace all of the jobs.
 - Need for trades remains strong (plumbers, etc.).
 - Need for a bilingual workforce (Spanish), particularly for the incubators.
 - Major concept: Developing a healthcare incubator—this is an area of opportunity; there is a need to recruit specialty doctors and to recruit major companies (on the cusp—a shortage of providers exists).
 - Manufacturing (blue collar jobs—making it appeal to younger people); distribution centers are big in Marion County (some may be replaced).

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

According to a US News & World Report, Marion County was among the best and safest places to live. The metro area is the seventh fastest-growing in the country. This growth has resulted in a greater demand for business support and infrastructure to support the growth and to manage the need for additional housing to support the influx of new residents. The need for more housing across the board, including affordable housing, was identified as a potential impediment to continued economic growth.

Transportation was identified as a gap impacting the economy. Some people cannot access employment centers and services and no 24-hour bus system exists.

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

Overall, there is a good match between the skills and education of the current workforce and employment opportunities in the jurisdiction.

Marion County's low unemployment rate (4.1 percent in February 2024) has resulted in more job openings than qualified candidates. According to CEP's Forward Momentum 2023 Economic Overview, the Ocala Metro had one of the 10 fastest-growing economies in the nation from 2019–2021, with an increase of 11.3 percent for the Ocala Metro area vs. 6.8 percent in Florida and 3 percent nationwide.

CEP is developing five apprenticeship programs and pursuing a Center for Excellence (or similar designation) to help support and promote manufacturing and manufacturers in the area.

Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

The County is working to create new opportunities for women jobseekers entering and returning to the labor market. The goal of this initiative is to boost workforce participation rates. Additional efforts are underway to bring 5,000 new jobs to the county through capital investment. The Ocala Metro CEP has created an initiative to assist aspiring entrepreneurs through a Community Development Financial Institution (CDFI) and a new entrepreneur-in-residence program.

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

The Comprehensive Economic Development Strategy is provided by the East Central Florida Regional Planning Council.

If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

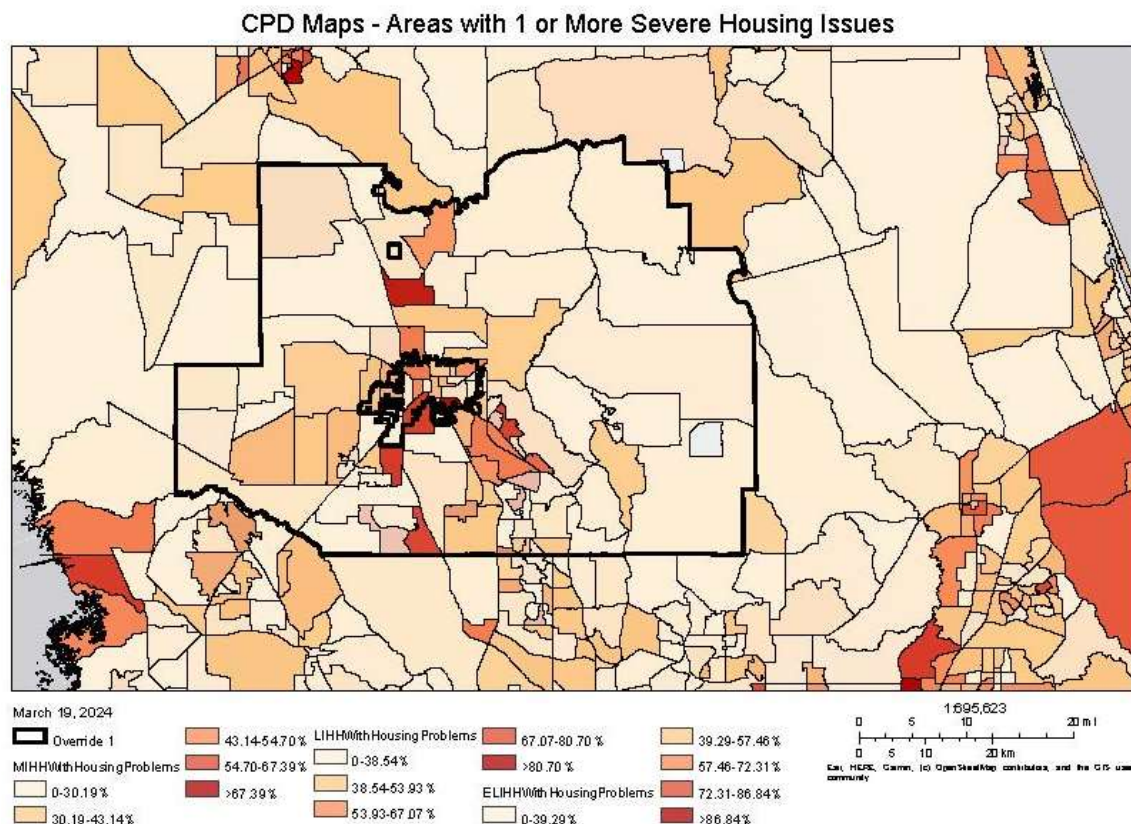
Through the Ocala/Marion County CEP, the County has indicated five main goals through its economic development strategy: business advocacy, business attraction, business creation, business retention, and business services. Each of these categories includes a series of additional goals. Those specific economic development initiatives include renewal of the local option sales tax, commitment of passenger air service, addressing workforce housing, continued labor attraction and job creation, neighborhood incubators for entrepreneurship, apprenticeship programs, and workforce diversity programs. Each of these programs can be coordinated with the Consolidated Plan to meet the goals of the County.

MA-50 Needs and Market Analysis Discussion

Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration").

There are several areas in Marion County with multiple housing problems concentrated in one particular location. HUD's CPD Mapping tool provides insight into where these areas are within the County. Based on the data, the darker sections of the map are areas where housing issues are more concentrated.

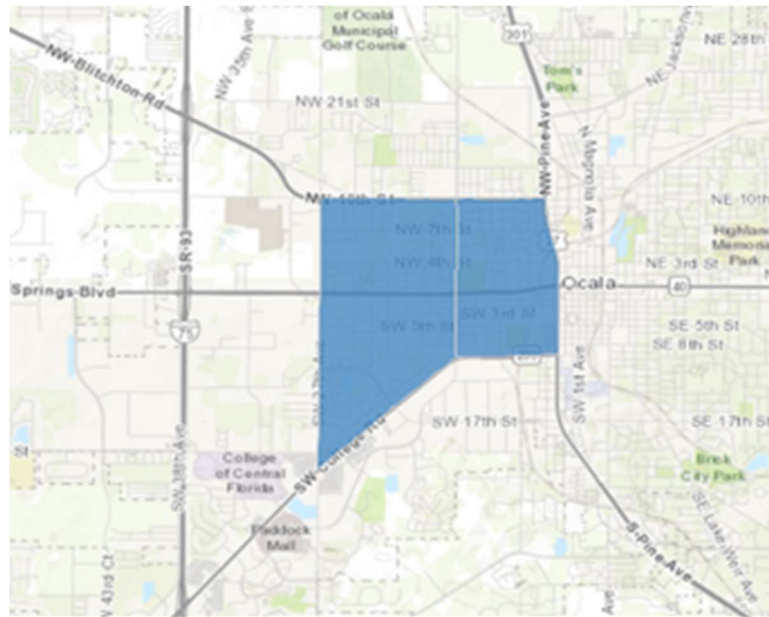
Figure 18: Areas with Multiple Housing Problems



Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration").

HUD defines a R/ECAP as a geographic area with significant concentrations of minority populations and poverty. In HUD's Affirmatively Furthering Fair Housing mapping tool, HUD further defines R/ECAPs as census tracts in which 50 percent or more of the population is non-White and either 40 percent or more of the population is living below the federal poverty line or the poverty rate is three or more times the average census tract poverty rate for the metropolitan or micropolitan area—whichever threshold is lower. HUD's R/ECAPs mapping tool indicates that there are two R/ECAPs in Marion County located in the central area of the County in West Ocala.

Figure 19: HUD R/ECAP Maps (2023)



Data Source: 2023 HUD R/ECAPs Map.

What are the characteristics of the market in these areas/neighborhoods?

Cost-burdened households are most common in areas with a concentration of severe housing issues. For LMI, low-income, and extremely low-income households, the high cost of housing is the number one issue.

Are there any community assets in these areas/neighborhoods?

Community assets in these areas/neighborhoods include public libraries, a sports complex and community center in Belleview, and several parks located in Dunnellon. In addition, Reddick and Fort McCoy also have parks and community boat ramps and Orange Lake has a community center.

Are there other strategic opportunities in any of these areas?

Incubator space recently completed at the Silver Spring Shores is a strategic opportunity that will be used as a model for the future to see how well it works.

The next identified opportunity is the Marion Oaks incubator (within the five-year plan). The biggest issue in realizing this goal is the lack of space in Marion Oaks.

In addition, there is an appropriation for the West Ocala incubator located in two low-income census tracts.

Also, infrastructure improvements are planned in Maluka and Chatmire.

The County recently requested \$7 million through the Florida Senate for designing, permitting, and constructing a water line extension into the area of Lowell, which will include the Florida State Fire College.

The Lowell area has been identified as having soil contamination. 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 area, to include the State Fire College and other state-run facilities in the vicinity.

MA-60 Broadband Needs of Housing occupied by Low- and Moderate-Income Households - 91.210(a)(4), 91.310(a)(2)

Describe the need for broadband wiring and connections for households, including low- and moderate-income households and neighborhoods.

Marion County recently (November 2022) completed a Broadband Feasibility Study. The report highlighted the broadband conditions in Marion County and provided a roadmap for Marion County to “take full advantage of the opportunity and position its residents and businesses to fully benefit from the future’s digital economy.”

The report outlines the findings of the broadband conditions in Marion County and recommendations to fully engage the economic benefits of broadband. The discovery process began with stakeholder interviews with more than a dozen County and non-governmental organization groups to understand the residential and commercial broadband gaps, opportunities, and needs. Discovery included a broad online assessment of the community that garnered 2,007 residential and 103 business responses. These engagements with the community provided a comprehensive view of the broadband experience in Marion County and where the broadband supply falls short of demand. The team also engaged the County’s internet service providers (ISPs) as partners to help identify where they provided service and how they could help overcome the challenges that face Marion County residents and businesses.

According to the study, Marion County has perhaps one of the most complex broadband markets of any county in the United States. The county has five cable-based ISPs, three telephone-based providers, four fixed wireless service providers, and a municipal-owned fiber-based provider that serves substantial portions of the county. The service levels where there is cable or fiber-based service generally meet the definition of broadband and are not fundable by these new grant programs.

While the providers serve most households and businesses, an estimated 30 to 40 thousand locations of 230 thousand 911 addresses provided by the county are underserved based on TeleVate’s (author of the study) six-month-long investigation into the Marion County market. The areas where the residents and businesses lack quality broadband service generally fall into less dense, more rural and remote parts of the county. Discussions with the existing ISPs revealed that they want to grow their service footprints and participate in the forthcoming infrastructure grant programs and that there is likely to be competition among them to serve portions of the underserved and unserved areas.

Over the next two years, the details regarding the service areas and the grant program priorities will become known and allow service providers interested in expanding service—and Marion County seeking universal service to every address—to develop plans to achieve widespread, high-quality broadband service. The core grant programs for Marion County’s broadband infrastructure grants will be managed by the State of Florida’s Office of Broadband under the Department of Economic Opportunity and are expected to amount to more than \$2 billion statewide.

Conservative estimates of the number of individuals/households in Marion County that currently do not use or benefit from the internet, with the underlying explanations and the number of eligible households that have yet to take advantage of the federal Affordable Connectivity Program (ACP) broadband subsidy as listed in the following table, document the scale of the digital inclusion problem.

Figure 20: Level of Need for Digital Inclusion

Digital Inclusion Challenge	Number of Residents / Households
-----------------------------	----------------------------------

Poverty	57,900
Households with No Computer	38,900
Less Than High School	25,000
Senior Citizens	21,600
Hispanic, Limited English Language	21,600
Disabled	15,700
Households Not Registered for ACP	58,900

In Marion County as elsewhere in Florida and the nation, affordability is the greatest challenge to digital equity, compounding and exacerbating other factors that contribute to the problem. As of August 2022, more than 52 percent (76,053) of households in Marion County qualified for the ACP broadband subsidy for low-income households, pointing to the scale of the affordability problem. Of those qualifying, fewer than 23 percent (17,199) are currently registered for the subsidy, with the remainder not benefiting from this assistance program that has the potential to bring their cost for internet to zero for some level of data throughput, ideally 100/100 Mbps. Participation rates vary by zip code from a high of 40 percent to a low of 6 percent, pointing to the immediate-term opportunity to strategically target registration assistance with great precision. The finite nature of most subsidies points to the need for longer-term strategies to address persisting affordability gaps, which highlights the importance of a longer perspective and commitment to digital equity.

Affordability is a primary deterrent to broadband adoption for many low-income households in Marion County. Two federal programs, Lifeline and the ACP, provide subsidies that can be applied to telecommunications services (including broadband access) for qualifying low-income households. Marrying these subsidy programs with programs to assist residents in using the internet and available services more effectively will increase broadband demand and participation in the digital economy.

2021 ACS data reveals that 89 percent of Marion County households indicated they had an internet subscription and 79 percent indicated they had a cellular data plan. In addition, 11 percent of Marion County households indicated they had no internet subscription, which is slightly higher than the national percentage of 10 percent.

Table 58: Broadband Access by Type

Total Households	154,996	100%
With an Internet Subscription	137,393	89%
Dial-up with no other type of Internet subscription	486	0%
Broadband of any type	136,907	88%
Cellular data plan	122,124	79%
Cellular data plan with no other type of Internet subscription	14,756	10%
Broadband such as cable, fiber optic or DSL	111,598	72%

Total Households	154,996	100%
Broadband such as cable, fiber optic or DSL with no other type of Internet subscription	12,247	8%
Satellite Internet service	13,876	9%
Satellite Internet service with no other type of Internet subscription	1,405	1%
Internet access without a subscription	2,870	2%
No Internet access	17,603	11%

Data Source: 2017-2021 ACS.

Describe the need for increased competition by having more than one broadband Internet service provider serve the jurisdiction.

According to the study, reliability of service is the top priority for households (98 percent) and businesses (96 percent) when compared to speed and value. Down times are unacceptable, and Marion County needs to ensure that digital infrastructure is resilient to increasingly severe climate events. Eighty-two percent of households and 79 percent of business respondents said they would “very likely” change their service provider, suggesting that:

- More competition is needed.
- Households and businesses need to be made more aware of available choices.

As evidenced by almost two-thirds of the study’s survey respondents, households are mostly aware of only one provider available in their area. This suggests that in the existing market, many customers do not have access to or are not aware of other choices for internet services. In recognition that more competition supports better overall service, speed, and affordability, a goal of increasing the available service providers and awareness of choices would work to address this barrier.

MA-65 Hazard Mitigation - 91.210(a)(5), 91.310(a)(3)

Describe the jurisdiction's increased natural hazard risks associated with climate change.

Like all counties throughout Florida, the communities of Marion County are vulnerable to a wide range of natural and technological disasters, as demonstrated by the very high human and economic costs of the events that recently impacted the northern portion of the state. The County developed a Local Mitigation Strategy in 2020 to identify and address potential hazards that would impact people and places in the county.

The hazard identification process defines the types of hazards that could impact the county and its communities, as well as the locations where those impacts could occur. With this information, the vulnerability assessment process identifies if and how the facilities, systems, or areas within those designated locations may be damaged or made inoperable by an event.

According to the report, Marion County is exposed to many different types of natural, atmospheric, technological, and societal hazards that vary significantly in location, scope, and seriousness of their effects on the community.

The following figures from the strategy identify the major hazards affecting Marion County, in addition to the probability of certain types of hazards.

Figure 21: Hazards Affecting Marion County

Table VI-1 Hazards Affecting Marion County				
Weather	Natural	Ecological	Technological/Societal	Health
Hurricane and Tropical Storm	Wildfire	Pest Infestation	Power Failure	Pandemic/Epidemic
Severe Winter Storm	Flood	Animal Disease	HazMat Incidents	Aging Population
Tornado	Drought		Urban Fire	
Extreme Heat	Sinkholes		Radiological	

Flooding was identified as having a high probability in Marion County, with a moderate impact (Figure 22 below).

Figure 22: Estimated Probability of Hazards in Marion County

Table VI-4 Hazard Matrix: Probability, Frequency, Impacts, and Spatial Extent				
Hazard-Natural	Probability	Impact	Frequency	Distribution
Drought	L	Min	N/A	Countywide
Flood	H	Mod	1 event per year	Flood plains
Riverine Erosion	L	Min	N/A	Riverine basins
Tornado	M	Severe	1 event per 3 years	Countywide
Hurricane and Tropical Storm	L	Severe	1 event per 10 years	Countywide
Wildfire	M	Severe	Several events per year	Rural areas
Extreme Heat	L	Min	N/A	Countywide
Sinkholes	M	Mod	Several events per year	Countywide
Severe Winter Storm	L	Min	N/A	Countywide

Source: National Climatic Data Center

Describe the vulnerability to these risks of housing occupied by low- and moderate-income households based on an analysis of data, findings, and methods.

According to the study, the damage potential for a tornado increases as a function of population density. As the number of structures and people increases, the potential damage/injury rate increases. Mobile homes and poorly constructed or substandard housing apartment complexes are especially susceptible to damage from a tornado. Mobile homes and substandard housing are exceptionally susceptible because of their lack of resistance to high winds, and apartment complexes and low-rent projects are susceptible because of their size and densities. All incorporated municipalities, as well as the unincorporated urbanized areas of Marion County, are vulnerable.

STRATEGIC PLAN

SP-05 Overview

Strategic Plan Overview

The purpose of the Strategic Plan is to guide the use of CDBG, HOME, and ESG funds in Marion County over the next five-year period from October 1, 2024 to September 30, 2029. These strategies have been developed in cooperation with the other consortium member, the City of Ocala, with the intent of leveraging funds to meet the needs of the community as a whole. The priorities listed below are based on the Needs Assessment, Market Analysis, AI study, citizen participation, and program eligibility requirements:

- Housing.
- Homelessness.
- Other special needs.
- Community development.
- Economic development.
- Administration, planning, and management.

Goal 1: Develop and preserve affordable housing: Create affordable housing through new construction and rehabilitation for homeowners and renters, including PSH, and preserve existing affordable housing with expiring affordability restrictions.

- New housing construction.
- Housing rehabilitation/reconstruction.
- Acquisition.
- Homebuyer Program.
- Emergency Housing Repair Program.

Goal 2: Prevent and end homelessness/stabilize communities: Increase opportunities for housing stability through TBRA, rapid re-housing, overnight shelter services, and homeless prevention support. Assist homeless individuals and families to stabilize permanent housing after experiencing a housing crisis by providing client-appropriate housing and supportive service solutions. Provide homeless households with rapid re-housing rental assistance to move them as quickly as possible into permanent housing.

- TBRA/rapid re-housing.
- Homelessness prevention.

Goal 3: Maintain or enhance public facilities and infrastructure: Enhance publicly owned facilities and infrastructure such as parks, streets, sidewalks, streetscapes, and other public infrastructure and facilities.

- Public utility projects (water, sewer), neighborhood lighting, facade improvements, streets, and sidewalks.

Goal 4: Provide accessible public services: Increase access to health and social service activities, education, health and wellness, recreation, and jobs.

- Assist local non-profits with funds for staff, training, materials, and equipment to increase capacity to serve LMI clients in Marion County, specifically those that provide housing, job skills, or improve quality of life.
- Partner with the Community Foundation for Ocala/Marion Non-Profit Resource Center to create a source for education, best practices, and management training.

Goal 5: Non-housing community development: Enhance economic stability and prosperity by increasing economic opportunities for residents through job readiness and skill training, promotion of entrepreneurship, and other strategies.

Geographic Priorities

The County will focus the majority of funds on the defined LMI areas.

Influence of Market Conditions

An inadequate supply of affordable housing, in addition to the high cost of housing in the County for low-income persons (paying more than 30 percent of household income for housing), is the major housing problem in the area.

Anticipated Resources

The County anticipates receiving \$2,170,659 in CDBG entitlement funding, \$882,913 in HOME funds, and \$190,989 in ESG funds in FY 2024.

Institutional Delivery Structure

The County relies on a network of public sector, private sector, and non-profit organizations to implement the Strategic Plan.

Goals

See SP-45.

Public Housing

The County will continue to support the efforts of the OHA to supply affordable housing to area residents. OHA, a certified HUD Housing Counseling Agency, manages and provides subsidized housing to 186 families through the public housing and PSH programs and manages 44 affordable units scattered throughout Marion County. The OHA serves approximately 1,511 HCV participants who utilize their vouchers through several different voucher programs.

Barriers to Affordable Housing

In 2019, Marion County completed its AI. The County will continue to use the recommendations from the AI as a tool for policy decisions.

Homelessness Strategy

Over the next five years, 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 of the history of CoC FL-514, to include 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 program's eligible uses, case management expansion, and a central access point via a 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.

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.

Anti-Poverty Strategy

The County's efforts to address poverty are based on partnerships with other organizations that are involved in working to address the underlying causes of poverty. The County will continue to leverage its existing CDBG, HOME, and ESG allocations with other resources, including local, state, and federal, in addition to private funds, to address the issue of poverty.

SP-10 Geographic Priorities - 91.415, 91.215(a)(1)

Table 59: Geographic Priority Areas

Area Name:	Marion County
Area Type:	Local target area
Other Target Area Description:	
HUD Approval Date:	
% of Low/Mod:	
Revital Type:	Comprehensive
Other Revital Description:	
Identify the neighborhood boundaries for this target area.	
Include specific housing and commercial characteristics of this target area.	
How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	
Identify the needs in this target area.	
What are the opportunities for improvement in this target area?	
Are there barriers to improvement in this target area?	

General Allocation Priorities

Describe the basis for allocating investments geographically within the state.

Marion County currently does not have any target areas and instead looks at project opportunities in eligible areas across the county. Community Services has begun the process of exploring options for a Neighborhood Revitalization Strategy Area located in the current Community Revitalization Area. This is an area of Marion County that includes a large tourist attraction, Silver Springs, now owned by the state and being reviewed for future use. There are also small businesses, motels, and housing ranging from run-down mobile homes to newly constructed apartment buildings. Revitalization is needed to upgrade the storefronts and building facades and renovate or reconstruct homes.

There are five incorporated cities in the county: Ocala, Dunnellon, Belleview, McIntosh, and Reddick. Marion County Community Services covers the entire county for HOME and ESG, and the entire county except within the city limits of Ocala for CDBG. Some Marion County CDBG funds are expended within the city limits of Ocala on public facilities for agencies serving the county as a whole when a centralized location near transportation is most important to provide services. The City of Ocala receives its own allocation of CDBG dollars. All HOME funds expended by Marion County and the City of Ocala are within their respective areas of the county with the exception of Community Housing Development Organization (CHDO) funds, which are distributed cooperatively for the best project regardless of location.

SP-25 Priority Needs - 91.415, 91.215(a)(2)

Priority Needs

The table below shows the priority needs for Marion County.

Marion County developed the Strategic Plan after reviewing information gathered and analyzed through an extensive consultation process that included:

- Meetings with agencies/organizations.
- Virtual meetings.
- Public hearings.
- Stakeholder/agency/organization surveys.
- Needs Assessment and Housing Market Analysis of the Five-Year Consolidated Plan.

Needs were given a priority level of high or low based on whether the need could be addressed with federal funding and the degree to which other resources might be available to address the need. The County intends to use CDBG, HOME, and ESG resources to address high priorities and expects other funding sources or community stakeholders to address other community needs.

Table 60: Priority Needs Summary

1	Priority Need Name	Affordable Housing
	Priority Level	High
	Population	<ul style="list-style-type: none">• Extremely Low• Low Moderate• Middle• Large Families• Families with Children• Elderly• Public Housing Residents• Rural• Chronic Homelessness Individuals• Families with Children• Mentally Ill• Chronic Substance Abuse Veterans• Persons with HIV/AIDS• Victims of Domestic Violence Unaccompanied Youth• Elderly• Persons with Mental Disabilities• Persons with Physical Disabilities• Persons with Developmental Disabilities• Persons with Alcohol or Other Addictions• Persons with HIV/AIDS and their Families
	Geographic Areas Affected	Marion County
	Associated Goals	Develop and Preserve Affordable Housing

	Description	<p>The need for affordable housing was the primary concern identified in the survey and in consultation with stakeholders. Affordable housing is a critical component of maintaining and enhancing the health, safety, and welfare of Ocala and Marion County and enhancing the strength of the local economy, particularly for working families, elders, and people with disabilities living on fixed incomes.</p> <p>The development of affordable housing has a multiplier effect on the economy through housing construction and rehabilitation, as well as the contractors and suppliers who spend money on materials and labor and workers who spend their earnings locally.</p>
	Basis for Relative Priority	<p>The cost of housing has increased faster than income, particularly for rental housing.</p> <p>In 2020, 41 percent of total households experienced one or more housing problems in Marion County. Housing cost burden and severe housing cost burden were the most prevalent housing problems impacting households. Overall, 18 percent of all households paid more than 30 percent of their income on housing costs and 16 percent paid more than half of their income on housing costs. More recent 2022 ACS data indicates that 41 percent of total households were housing cost-burdened.</p> <p>According to the 2023 HOME-ARP Plan, due to ongoing population growth in Marion County (the fifth-largest county in Florida) and substantial increases in rent and economic hardship due to the pandemic, the existing stock of affordable housing fails to meet the current demand. There are large-scale developments currently being constructed in the county, but almost all of these are targeted at more affluent income brackets.</p> <p>The issue of affordable housing was the number one issue identified in the survey as well as from stakeholder consultations. Housing of all types—rental, owner-occupied, temporary, and permanent supportive—is vital to the health and well-being of Marion County citizens. Community Services is ranking affordable housing as a high priority.</p>
2	Priority Need Name	End Homelessness
	Priority Level	High
	Population	<ul style="list-style-type: none"> • Extremely Low • Large Families • Families with Children Elderly • Public Housing Residents Rural • Chronic Homelessness Individuals • Families with Children Mentally Ill • Chronic Substance Abuse veterans • Persons with HIV/AIDS • Victims of Domestic Violence Unaccompanied Youth
	Geographic	Marion County

	Areas Affected	
	Associated Goals	Prevent and End Homelessness/Stabilize Communities
	Description	<p>The number of homeless still outnumbers the resources available to manage the issue. There were a total of 234 individuals who were homeless but staying in shelters at the time of the 2023 PIT Count. Of this total, there were 130 who were staying in emergency shelter beds. An additional 104 individuals were living in Transitional Housing at the time of the PIT Count. There were a total of 220 unsheltered homeless at the time of the 2023 PIT Count. Of those identified, 22 individuals were considered chronically homeless. In 2022, there were 455 people experiencing homelessness, which is lower than the total number of people experiencing homelessness in 2020 (523) and 2021 (512).</p> <p>According to the 2023–2024 HOME-ARP Plan, there is currently a critical need for PSH, Shelter Housing, TBRA as defined in 24 CFR 8.4(b)(1)(iv), and affordable workforce housing for individuals and families in Marion County.</p> <p>Community Services plans to focus on outreach, rapid re-housing, TBRA, homeless prevention, and public service support of agencies that serve the homeless.</p>
	Basis for Relative Priority	<p>According to the report from Florida Housing Coalition’s Home Matters 2021, Florida has the third-highest homeless population of any state in the nation, with 27,640 people living in homeless shelters and on the streets.</p> <p>Consultation meetings for the Consolidated Plan (in addition to the HOME-ARP Plan) resulted in a consensus that more affordable housing, along with wrap-around supportive services, is needed. PSH for the chronically homeless is critical to reducing the high percentage of chronic homelessness.</p>
3	Priority Need Name	Community Development
	Priority Level	High
	Population	<ul style="list-style-type: none"> • Extremely Low • Low • Moderate Middle • Non-housing Community Development
	Geographic Areas Affected	Marion County
	Associated Goals	<ul style="list-style-type: none"> • Maintain and Enhance Public Infrastructure • Non-Profit Public Facility • Provide Accessible Public Services • Enhance Economic Development Opportunities

	Description	Community development will include public service projects, public utilities/infrastructure, and non-profit brick-and-mortar projects that will benefit neighborhoods, communities, and populations—not just one family or individual. In addition, funding will be used to eliminate slums and blight throughout the county. A possible Neighborhood Revitalization Strategy Area program is currently being studied.
	Basis for Relative Priority	Through the various studies, surveys, and inputs received, community development is a high priority. Community development is a vital piece of the Marion County community services goals and was identified as an important non-housing category.
4	Priority Need Name	Economic Development
	Priority Level	High
	Population	<ul style="list-style-type: none"> • Extremely Low • Low • Moderate • Non-housing Community Development
	Geographic Areas Affected	Marion County
	Associated Goals	Enhance Economic Development Opportunities
	Description	Economic development will include the creation and retention of jobs and training programs for LMI persons, affordable housing near transportation or jobs, and business assistance.
	Basis for Relative Priority	Through the various studies, surveys, and stakeholder consultations, economic development was identified as a high priority and an important non-housing category.

Narrative (Optional)

The County conducted an online survey through SurveyMonkey of residents that was posted on the County's website from January 31, 2024 to March 29, 2024. The survey response was strong, with over 127 responses from a cross-section of public service providers, homeless service organizations, public agencies, and economic development organizations.

The results of the survey were used by County staff to allocate priorities among the various facility, infrastructure, service, and economic development needs listed above. Use of CDBG funds is limited to those activities deemed to have "high" priorities. Housing and community development activities are intended to benefit extremely low-income, low-income, and moderate-income households or individuals within the county and the city.

SP-30 Influence of Market Conditions - 91.415, 91.215(b)

Table 61: Influence of Market Conditions

Affordable Housing Type	Market Characteristics That Will Influence the Use of Funds Available for Housing Type
TBRA	<p>As shown in the Needs Assessment and Market Assessment, there is a need for rental housing assistance throughout the county. Between 2012 and 2022, the median contract rent in Marion County increased by 13 percent (inflation-adjusted dollars), while real median income increased by 12 percent, resulting in more expensive housing costs and an increase in cost-burdened households. According to CHAS data, 18 percent of county households are cost-burdened. The housing market clearly does not provide a sufficient amount of affordable housing to meet the needs of all the households that require it.</p> <p>In addition, the use of TBRA is dependent on rental property owners' willingness to rent their units to TBRA clients. High rents discourage clients from finding a unit, even if the landlord is willing.</p>
TBRA for Non-Homeless Special Needs	<p>In Marion County in 2022, approximately 16.4 percent of the general public had some type of disability. According to the US Census, 14.9 percent of people with a disability in the county live below the poverty level, compared to 8.4 percent of people without disabilities. When faced with other daily costs—essential services such as health care and medication costs, transportation, and even basic nutrition—many persons with special needs in the county depend on rental assistance to afford decent, accessible housing.</p>
New Unit Production	<p>One limitation identified by stakeholders is the difficulty in finding developers who can develop new, affordable housing at a scale needed to address the affordable housing gap.</p>
Rehabilitation	<p>Rehabilitation activities can be influenced by the cost of materials and labor.</p>
Acquisition, including preservation	<p>Acquisition will be influenced by several factors, including the availability of tax-delinquent and foreclosed properties located in the county and the availability of reasonably priced multi-unit properties.</p>

SP-35 Anticipated Resources - 91.420(b), 91.215(a)(4), 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.

Marion County's anticipated annual allocations include:

- CDBG: \$2,170,659.
- HOME: \$882,912.
- ESG: \$190,989.

The City of Ocala's anticipated annual allocations include:

- CDBG: \$501,396.
- HOME: \$400,000.

Table 62: 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 Re-sources: \$	Total: \$		
CDBG	Public — federal	<ul style="list-style-type: none"> • Acquisition admin and planning • Economic development • Housing • Public improvements • Public services 	\$2,170,659	\$0	\$125,000	\$2,295,659	\$8,682,636	The CDBG program is a flexible program that provides communities with resources to address a wide range of unique community development needs.
HOME	Public — federal	<ul style="list-style-type: none"> • Acquisition • Homebuyer assistance • Homeowner rehab • Multifamily rental/new construction • Multifamily rental/rehab • New construction for ownership • TBRA 	\$882,912	\$0	\$1,586,004	\$2,468,917	\$3,531,652	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.

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 Re-sources: \$	Total: \$		
ESG	public - federal	<ul style="list-style-type: none"> • Conversion and rehab for transitional housing • Financial assistance • Overnight shelter • Rapid re-housing (rental assistance) • Rental assistance services • Transitional housing 	\$190,989	\$0	\$62,696	\$253,685	\$763,956	The ESG program provides resources to address homelessness and special needs.

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.

If appropriate, describe publicly 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.

SP-40 Institutional Delivery Structure - 91.415, 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its Consolidated Plan, including private industry, non-profit organizations, and public institutions.

Table 5: Institutional Delivery Structure

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
Greater Ocala Community Development Corp	Regional organization	<ul style="list-style-type: none"> Economic development 	Jurisdiction
Ocala Housing Authority	PHA	<ul style="list-style-type: none"> Public housing 	Jurisdiction
Habitat for Humanity of Marion County, Inc.	CHDO	<ul style="list-style-type: none"> Ownership 	Jurisdiction
City of Ocala	Government	<ul style="list-style-type: none"> Economic development Ownership Rental Neighborhood improvements 	Jurisdiction
Marion County Homeless Council	Non-profit organizations	<ul style="list-style-type: none"> Homelessness 	Jurisdiction
CareerSource Citrus Levy Marion	Regional organization	<ul style="list-style-type: none"> Economic development 	Region
Community Legal Services Of Mid-Florida	Regional organization	<ul style="list-style-type: none"> Public services 	Region
Community With A Heart	Non-profit organizations	<ul style="list-style-type: none"> Public services 	Jurisdiction
Interfaith Emergency Services	Non-profit organizations	<ul style="list-style-type: none"> Homelessness 	Jurisdiction
Marion Senior Services	Non-profit organizations	<ul style="list-style-type: none"> Homelessness Public services 	Jurisdiction
Ocala/Marion County Chamber & Economic Partnership	Non-profit organizations	<ul style="list-style-type: none"> Economic development 	Jurisdiction
Volunteers of America	Non-profit organizations	<ul style="list-style-type: none"> Homelessness Rental 	Region
Veterans Helping	Non-profit	<ul style="list-style-type: none"> Homelessness Public services 	Jurisdiction

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
Veterans of Marion County, Inc.	organizations	<ul style="list-style-type: none"> • Rental 	
Marion County Veterans Council, Inc.	Non-profit organizations	<ul style="list-style-type: none"> • Homelessness • Public services • Rental 	Jurisdiction
Transitions Life Center of Ocala	Non-profit organizations	<ul style="list-style-type: none"> • Public services 	Jurisdiction
Project Hope of Marion County, Inc.	Non-profit organizations	<ul style="list-style-type: none"> • Homelessness • Rental • Public services 	Jurisdiction
SMA Healthcare, Inc.	Non-profit organizations	<ul style="list-style-type: none"> • Non-homeless special needs • Public services 	Jurisdiction

Assessment of Strengths and Gaps in the Institutional Delivery System

The Marion County Community Services Department consults with various non-profits, private and public institutions, investors, developers, CHDOs, community-based development organizations, and faith-based organizations to carry out its Consolidated Plan. The institutional delivery system in the county is well coordinated and spans a range of community needs. The County has many years of experience managing and implementing the programs addressed in the Consolidated Plan, as well as working with outside agencies that fill some of the needs as outlined in the Consolidated Plan.

To address the gaps in the institutional delivery system, several steps were taken by the County to ensure coordination between public and private housing and social service agencies and are expected to continue over the next five years. Each of these steps facilitated information exchange between the County, City, and those providing public services. The following steps will continue to be taken to enhance coordination amongst agencies:

- Technical assistance will continue to be offered at the beginning of the grant year to educate non-profit agencies on grant funds, application process, eligible uses, additional requirements when utilizing these funds, and long-term conditions of use.
- The Lenders' Consortium will continue to meet and consult with Marion County to assist first-time homebuyers by protecting them against predatory lending and establishing a relationship with local lenders. The Lenders' Consortium meets biannually to discuss issues.
- Both Marion County and City of Ocala staff will continue to engage in community alliance organizations dealing with homelessness through the CoC, children's issues (Kimberly's Center), community issues (Community with a Heart, CEP, county commissioners), and mental health issues (The Centers, Hospital District, and the Health Department).
- A nonprofit business council meets on the first Tuesday of each month to discuss organizational topics, roundtable community issues, and feedback from other nonprofit professionals.

- Marion County partnered with the Community Foundation's Non-Profit Center to help build local non-profit capacity by providing CDBG grant funds to use as scholarships for agencies accepted into the program.
- Marion County will continue to partner with the Marion County Housing Finance Authority to encourage affordable housing developers to build in the county.

The key strength in Marion County is the passion and dedication of the staff, both paid and volunteer, who work endlessly to improve the lives of the residents. From free dental exams to a hot meal and from rental assistance to constructing affordable homes, the systems in Marion County are productive and successful.

Availability of services targeted to homeless persons and persons with HIV and mainstream services.

Table 64: Homeless Prevention Services Summary

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy	X	X	X
Legal Assistance	X		
Mortgage Assistance	X		
Rental Assistance	X	X	
Utilities Assistance	X	X	
Street Outreach Services			
Law Enforcement	X		
Mobile Clinics	X	X	X
Other Street Outreach Services	X	X	
Supportive Services			
Alcohol & Drug Abuse	X	X	X
Child Care	X		
Education	X		X
Employment and Employment Training	X	X	
Supportive Services			
Healthcare	X	X	X
HIV/AIDS	X		X
Life Skills	X	X	
Mental Health Counseling	X	X	
Transportation	X		

Other			
Food	X	X	X

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth).

The City of Ocala/Marion County CoC FL-514, generally referenced as the "CoC," is the governing body, and the Coordinated Intake and Assessment Committee is composed of representatives of relevant service organizations that plan for and provide assistance to people experiencing homelessness. Service delivery includes rapid re-housing and homeless prevention through emergency, transitional, and permanent housing strategies for persons who are homeless or at risk of becoming homeless in Marion County, Florida. This committee serves as the decision-making body for the process under the CoC, as required by the Continuum Interim Rule, to establish and operate a coordinated intake and assessment service delivery system.

Describe the strengths and gaps of the service delivery system for special needs populations and persons experiencing homelessness, including, but not limited to, the services listed above.

According to the 2023 HOME-ARP Allocation Plan, the following are current shelter and housing gaps.

- In general, finding stable and suitable housing for individuals, especially seniors, on a fixed income is difficult. Currently, 192 people are moving into Marion County each week. This rate of growth has been sustained for over a year. This growth is creating an affordable housing shortage within Marion County.
- There are currently only 28 units of PSH, which does not meet the need. There are individuals on the "by-name list" that are currently homeless and would fit within PSH.
- The domestic violence shelter is often at, or above, its capacity limit.

Marion County Community Services Department staff have received information from local law enforcement and non-profit community service providers stating there is a lack of services that address the domestic violence problem in Marion County. Marion County currently has one non-profit domestic violence shelter and two other multi-level service agencies that assist in providing services to victims of domestic violence or those fleeing from domestic violence.

According to consultation with the Marion County Hospital District, resources for housing domestic violence survivors are scarce. CASA of Marion initiated services in Marion County in January 2024, aiming to enhance housing options for domestic violence survivors. While Project Hope and Shepherd's Lighthouse offer short-term housing, there is a pressing need for longer-term solutions.

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs.

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 less overlapping. 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.

Included in the five-year strategy is the development of a multifamily housing unit for low-income senior and special needs populations; construction, renovation, or development of scattered-site PSH; and implementation of a revised structure for the CoC and the lead agency.

SP-45 Goals - 91.415, 91.215(a)(4)

Table 65: 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	<ul style="list-style-type: none"> Affordable housing Homeless Non-Homeless special needs Non-housing community development 	Marion County	Community Development	CDBG: \$1,629,797.25	Public service activities other than LMI housing benefit: 250 persons assisted
2	Non-Profit Facility	2024	2028	<ul style="list-style-type: none"> Affordable Housing Homeless Non-Homeless Special Needs Non-Housing Community Development 	Marion County	Community Development	CDBG: \$3,062,454.75	Public facility or infrastructure activities other than LMI housing benefit: 450 persons assisted
3	Clearance and Demolition	2024	2028	<ul style="list-style-type: none"> Non-Housing Community Development 	Marion County	Community Development	CDBG: \$1,000,000.00	Buildings demolished: five
4	CDBG Housing Rehabilitation	2024	2028	<ul style="list-style-type: none"> Affordable Housing 	Marion County	Affordable Housing	CDBG: \$1,000,000.00	Homeowner housing rehabilitated: 20 household housing units
5	Infrastructure	2024	2028	<ul style="list-style-type: none"> Non-Housing Community 	Marion County	Community Development	CDBG: \$2,115,384.00	Public facility or infrastructure

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
				Development				activities other than LMI housing benefit: 4,000 persons assisted
6	HOME Housing/Construction /Acquisition/ Rehab	2024	2028	<ul style="list-style-type: none"> Affordable Housing Homeless Non-Homeless Special Needs Non-Housing Community Development 	Marion County	Affordable Housing	HOME: \$3,719,392.10	Homeowner housing rehabilitated: 200 household housing unit
7	City of Ocala HOME Consortium	2024	2028	<ul style="list-style-type: none"> Affordable Housing 	Marion County	Affordable Housing	HOME: \$1,750,000.00	Homeowner housing rehabilitated: 20 household housing unit
8	Street Outreach/Supportive Services	2024	2028	<ul style="list-style-type: none"> Homeless 	Marion County	End Homelessness	ESG: \$521,089.50	Homeless person overnight shelter: 20 persons assisted
9	Rapid Rehousing	2024	2028	<ul style="list-style-type: none"> Affordable Housing Homeless Non-Homeless Special Needs 	Marion County	End Homelessness	ESG: \$365,352.00	Homelessness prevention: 100 persons assisted
10	Administration	2024	2028	<ul style="list-style-type: none"> Administrative 	Marion County	Community Development Essential	CDBG: \$2,170,659.00 HOME:	

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
						Housing Homelessness	\$531,176.50 ESG: \$68,503.50	

Table 66: Goal Descriptions

1	Goal Name	Public Service
	Goal Description	<p>Assist local non-profits with funds for staff, training, materials, and equipment to increase capacity to serve LMI clients in Marion County, specifically those that provide housing or job skills or improve quality of life. Partner with the Community Foundation for Ocala/Marion Non-Profit Resource Center to create a source for education, best practices, and management training.</p> <p>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 opportunity zones.</p>
2	Goal Name	Non-Profit Facility
	Goal Description	<p>Assistance to non-profit agencies with facility construction/renovation. Specifically serving those agencies that provide housing or job skills or improve the quality of life for LMI clients and the homeless. This includes \$400,000 for the Silver Springs Library, \$200,000 for the Center for the Blind, and \$325,000 for the Kimberly Center.</p> <p>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.</p>
3	Goal Name	Clearance and Demolition
	Goal Description	<p>The County will allocate funding to remediate properties negatively affected by slum and blighted conditions. This will include clearance with the end goal of providing affordable housing opportunities or public facility improvements.</p>
4	Goal Name	CDBG Housing Rehabilitation
	Goal Description	<p>The rehabilitation of mobile home units through CDBG funding. Housing rehabilitation funds may also be leveraged using SHIP funds.</p>
5	Goal Name	Infrastructure
	Goal Description	<p>Public utilities projects (water, sewer), neighborhood lighting, facade improvements, streets, sidewalks.</p>
6	Goal Name	HOME Housing/Construction/Acquisition/ Rehab
	Goal Description	<p>HOME funds will be used for new home construction. This category includes CHDO funding and projects. NSP program income funds will be used to construct new homes for sale to LMI individuals/families.</p>

7	Goal Name	City of Ocala HOME Consortium
	Goal Description	City of Ocala Homeowner Rehab Program through HOME Consortium funding. Housing rehabilitation funds may also be leveraged using SHIP funds.
8	Goal Name	Street Outreach/Supportive Services
	Goal Description	Assistance for the 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. Alternate projects include rapid re-housing, homeless prevention, emergency shelter, and rental assistance.
9	Goal Name	Rapid Rehousing
	Goal Description	Assistance for monthly rent, deposits and/or utilities 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 HOME and ESG funding.
10	Goal Name	Administration
	Goal Description	Funding for staff to administer the CDBG, HOME, and ESG programs.

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2).

Together, Marion County and the City of Ocala will provide affordable housing opportunities for 240 families through its purchase assistance, rental and supportive housing, and long-term assistance activities. Affordable housing activities are targeted toward extremely low-, low-, and moderate-income families. SP-50 Public Housing Accessibility and Involvement - 91.415, 91.215(c)

Need to Increase the Number of Accessible Units (if Required by a Section 504 Voluntary Compliance Agreement)

OHA offers accessible units for the disabled. However, it is the smallest population served by OHA, compared with the elderly and families. OHA has a very small need for handicapped units and often has more handicap and sensory units than residents or applicants in need. OHA and Marion County help refer people to accessible unit providers if requested.

Activities to Increase Resident Involvement

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 the following counseling services:

- 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.

The OHA operates several different programs that support residents' path toward home ownership. As mentioned above, OHA's Homebuyer's Club is specifically targeted at those residents who desire to pursue homeownership. The Homebuyers 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.

Is the public housing agency designated as troubled under 24 CFR part 902?

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.

Plan to remove the 'troubled' designation.

N/A.

SP-55 Strategic Plan Barriers to Affordable Housing - 91.415, 91.215(h)

Barriers to Affordable Housing

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.

Strategy to Remove or Ameliorate the Barriers to Affordable Housing

To address affordable housing, the County will continue to implement the following steps:

- Identify specific goals to address affordable housing.
- Establish viable committees to ensure goals are met.
- Work with the Community Reinvestment Act and the Housing Finance Authority staff to focus on retention and new construction of affordable single- and multi-family units.
- Collaborate with public, private, and nonprofit agencies.
- Report to the Marion County Commissioners on the need for and suggestions to alleviate the lack of affordable housing in the county.

The **Affordable Housing Advisory Committee (AHAC)**, made up of 10 board members, meets quarterly throughout the year. AHAC is tasked with reviewing and making recommendations regarding established policies and procedures, ordinances, land development regulations, and the adopted local government comprehensive plan regarding impediments to the development of affordable housing of local governing bodies' respective jurisdictions, per Florida Statute 420.9076. All recommendations should encourage or facilitate affordable housing while protecting the ability of the property to appreciate in value. The areas of effect from public policy AHAC reviewed in FY 2019–2020 included the following:

- Effective October 1, 2020, House Bill 1339 requires an elected official to sit on the AHAC Board; Marion County Commissioner Stone was appointed. The House Bill also requires an AHAC report due annually beginning December 31, 2021, which is due by December 31 annually thereafter.
- Impact fee incentive for developers of four or more affordable housing units for SHIP Purchase Assistance Program.
- Worked closely with the County Permitting Department to find solutions for expedited permitting for affordable housing contractors.
- Began revising incentives utilizing County-owned surplus property for reduced building costs.
- Affordable housing shortage near Chewy and FedEx facilities.
- Importance of water and sewer line infrastructure.
- Definition of affordable housing was defined as housing on which the occupant is paying no more than 30 percent of gross income for housing cost, including utilities.
- Density bonuses in review with the County Planning Department.

Marion County and the City of Ocala will continue collaborative efforts with AHAC to establish policies and a plan of action to be brought before elected officials for consideration and approval.

The following are the identified strategies:

1. Expedited process of development approvals: Require developers of more than a four-unit affordable housing project to attend a pre-application meeting to further expedite the process. An affordable housing project of four units or less would bypass the pre-application meeting and be directed to a staff member from Community Services to request expedited review.
2. Accessory dwelling units: Allow rental accessory dwelling units adjacent to single-family units by inclusion in the Land Development Code.
3. Flexible lot considerations: Allow home size flexibility on smaller lots in residential zones. All other building requirements for residential zoning would apply.
4. Ongoing regulatory review process: Identify a senior staff member from Community Services to act as an affordable housing liaison.

SP-60 Homelessness Strategy - 91.415, 91.215(d)

Describe how the jurisdiction's strategic plan goals contribute to the following.

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs.

Over the next five years, 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 of the history of CoC FL-514, to include 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 program's eligible uses, case management expansion, and a central access point via a 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 campaign to lower shelter and transitional housing entry barriers.

Addressing the emergency and transitional housing needs of homeless persons.

During the HOME-ARP Allocation planning meetings, as well as consultation for the Consolidated 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.

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 using both CDBG and ESG funding while also coordinating with the CoC to achieve this goal.

Help low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to become homeless after being discharged from a publicly funded institution or system of care, or who are receiving assistance from public and private agencies that address housing, health, social services, employment, education or youth needs.

Funding is made available through ESG, SHIP, and HOME to assist low- and very low-income households who are at risk of homelessness with financial assistance and case management services through subgrant awards to direct assistance providers such as Interfaith Emergency Services, Brother's Keeper, St. Theresa Social Services. Through the coordinated entry system facilitated by the CoC, individuals and households who are literally homeless are assessed using the vulnerability index, placed on the by-name list, and prioritized for rapid re-housing resources. Providers of rapid re-housing programs include St. Theresa Social Services, Interfaith Emergency Services, Shepherd's Lighthouse, and Saving Mercy. The by-name list is reviewed monthly, and coordinated entry is being expanded to include senior services, veterans service organizations, community mental health, youth aging out of foster care providers, and public-school homeless liaisons. In the last year, the county has experienced an increase in the number of local providers, especially those receiving private funding, utilizing the coordinated entry process. This has provided a more efficient response to aiding low-income individuals and families at risk of becoming homeless and those who are homeless.

Marion County assists clients with affordable housing and attends multiple meetings with public and administrative personnel (County and City officials/employees) to coordinate policies to address homelessness twice a month as part of the CoC.

Efforts are ongoing to provide training on ESG homeless prevention and rapid re-housing program components in order to equip these providers of services with funding to better serve these unique populations. This allows the system to get the resources closer to the clients and leverage case managers throughout the community. Arnette House is a youth emergency shelter funded through the CoC and supported previously with CDBG infrastructure funding to ensure this resource is available within the system.

The local foster care provider works directly with youth aging out of foster care (turning 18 while in care) to identify housing and supportive services to meet their unique needs. This is inclusive of availing the youth of continued placement in care until age 21, qualifying youth for stipends, placing youth with host families, and aiding in the search and application for housing. In the event the youth is rejected or is otherwise found ineligible to participate in Independent Living Services, case managers utilize 211 as an access point to request housing assistance.

SP-65 Lead-based Paint Hazards - 91.415, 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP 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. The Grant Administrator who oversees the HOME TBRA program is certified in the visual inspection for lead paint.

The rehabilitation program offered through the City of Ocala assists in reducing lead-based paint hazards by focusing on code compliance. The City ensures staff are appropriately trained in lead-based paint, pamphlets are distributed, inspections and assessments are conducted when required, and contractors trained in lead-safe practices are used. Marion County is planning to fund lead-based paint hazard training to pertinent staff to better address this issue as it pertains to housing renovation and repairs as well as capital projects.

All rehabilitation activities follow HUD regulations concerning lead-based paint assessment and any necessary interim controls. The first step is counseling or informing the rehabilitation client of the danger of lead-based paint when they apply for assistance. Staff determine during this interview whether there is a heightened risk due to young children in the household.

How are the actions listed above related to the extent of lead poisoning and hazards?

According to the latest Florida Health Charts (2023), in 2021, the rate per 100,000 of lead poisoning in Marion County was 2.9 compared to Florida at 5.2. Relative to other counties in Florida, there are more cases of lead poisoning in about half of the counties, and less in about one-quarter of the counties.

Marion County consulted with Marion County Health Department to review lead-based paint hazard data, educate the public, and mitigate housing units in which lead has been found.

The City of Ocala has the majority of historic homes in the city limits and has had some lead abatement activity during rehabilitation. The rehabilitation program offered through the City of Ocala assisted in reducing lead-based paint hazards by focusing on code compliance. The City ensured staff were appropriately trained in lead-based paint, pamphlets were distributed, inspections and assessments were conducted when required, and contractors who were trained in lead-safe practices were used. The City of Ocala has helped four independent rehabilitation contractors and their workers get trained in lead-based paint practices.

How are the actions listed above integrated into housing policies and procedures?

Policies and procedures read as follows:

- The County's Construction Coordinator has undergone lead training and will inspect/test any rehabilitation projects where lead-safe regulations are triggered by the home's age or the scope of work.
- Contracts for rehabilitation where a home is pre-1978 will only be awarded to a contractor or subcontractor with a Lead: Renovation, Repair, and Painting certification.
- When federal funds are being used, an Environmental Review Worksheet must include a Lead Safe Housing Rule checklist. If any items are triggered, a decision is made on whether to mitigate or look for other funding sources for the project.
- The County and City Owner-Occupied Housing Rehabilitation program provides the general rehabilitation necessary to bring the structure into compliance with applicable building codes, rehabilitation standards, and lead-based paint regulations.
- Costs of inspecting, testing, and reducing lead-based paint and asbestos-containing materials pursuant to applicable regulations are eligible program costs.
- The homeowner will be provided with the requisite HUD-approved brochure and the homeowner must sign a certification that they have reviewed and understand the lead paint information.

SP-70 Anti-Poverty Strategy - 91.415, 91.215(j)

Jurisdiction goals, programs and policies for reducing the number of poverty-level families.

The County and City recognize the interrelationship between housing and economic opportunities and the need to pursue both in order to assist households in attaining self-sufficiency. Both recognize that, while they have defined priority strategy areas, they are not separate or isolated strategies. These strategies are interrelated and impact, reinforce, and contribute to each other to achieve the common goal of creating and sustaining a viable, vibrant community. The health of the County, its special needs populations, and the community at large cannot be artificially separated as they are an integral part of the whole. The betterment and improvement of any part inevitably contribute to the betterment and improvement of the other segments of the community.

The County and City believe the implementation of the housing and neighborhood revitalization activities outlined in this Consolidated Plan will help reduce the number of households in poverty. All of the programs outlined in this Consolidated 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-income 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.

Marion County will continue to partner with the University of Florida's Extension office and OHA to provide First Time Homebuyers Education Program funds for households applying for down payment assistance; United Way, for continued support of the Strong Families Program to provide an opportunity to acquire skills and education, obtain better jobs, develop stronger financial habits, and eliminate barriers to success; Progress Dunnellon, a community effort to revitalize the City of Dunnellon by collaborating with local and state community service agencies to create partnerships and workgroups; and Duke Energy, to replace deteriorated items in residents' homes with energy-saving components to reduce utility costs.

The County will also continue to collaborate with the CEP board and staff to work with large companies relocating to the county to support work towards increasing affordable housing available for very low- to moderate-income employees.

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan?

As noted in the Needs Assessment of this Consolidated Plan, cost burden (paying more than 30% of household income for housing) is the most common housing problem for low- and moderate-income residents and is especially common among extremely low-income residents.

The Marion County Community Services Department works closely with a variety of non-profit service providers who work with homeless clients and other households with low- and extremely-low incomes to assist them in improving their situations. These providers provide programs that help locate and secure affordable housing.

SP-80 Monitoring - 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements.

Marion County Community Services monitoring is a continuous process to ensure compliance with all applicable policies and regulations. Projects and programs are reviewed for eligibility and consistency with the Five-Year Plan and the AAP. Checklists are used for each project/program that are considered for approval, along with being used to document program compliance. Once approved, contracts are executed for projects involving other agencies in accordance with all Program Federal Regulations.

Monitoring of projects/programs is as follows:

- Housing case processing performed by County staff: Designated staff (Project Coordinator) monitor cases and review all documentation prior to approval. The County's Compliance Monitor then reviews that assessment. Once verified, staff prepare closing documents to ensure accuracy and request funds for closing. County staff conduct site visits and random sampling of properties.
- County capital projects are inspected mainly by qualified inspection staff, while County staff work closely with our contractors from start to finish to ensure accuracy. Staff submit invoices for County approval prior to issuing payments, while finance staff review and approve each pay request.
- Nonprofit projects: Agencies are provided all the requirements in a "kickoff presentation" to ensure that each step of the process is followed. Preconstruction meetings are held to ensure that the agency and selected contractors are aware of applicable federal regulations. File documentation is required on an ongoing basis (e.g., advertisements, bid documents, contracts, Payroll, etc.) and payments are reimbursed to the agency. An independent review is required to approve each pay request to verify that all supporting documentation is present for all payments. All relevant documentation is maintained in the County office.
- County staff conduct ongoing monitoring of projects to ensure affordability compliance. Monitoring reports are prepared by staff and necessary actions are taken for compliance issues identified.

Specific plans are developed for each visit when additional on-site monitoring is indicated. Monitoring outcomes are provided, and corrective action plans are developed, if required. Plans are monitored to ensure action has been taken by our staff and compliance monitor.

County staff provide technical assistance to the City of Ocala and nonprofit organizations to ensure that they are aware of their responsibilities and the requirements of the CDBG program. The procedures of the Community Services Department mandate and require that outreach efforts are in place for enhancing opportunities for minority and women's business enterprises as well as Section 3 business concerns. The Marion County HOME Consortium, as a recipient of federal funds, shares a joint responsibility with all of its sub-recipients for carrying out eligible activities in conformance with applicable federal requirements and procedures. This is accomplished through desk monitoring and on-site monitoring throughout the affordability period of a project.

EXPECTED RESOURCES

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

Marion County Community Services anticipates receiving \$2,170,659 in CDBG program funds for the 2024 program year. The County will use these funds to address priority needs identified in the Strategic Plan under housing, homelessness, and community development. Similarly, the County anticipates receiving \$882,912 in HOME funds and \$190,989 in ESG funds. These funds will also work to achieve the goals and meet the priority needs outlined in the Strategic Plan.

Anticipated Resources

Table 67: Expected Resources—Priority Table

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	<ul style="list-style-type: none"> • Acquisition • Admin and planning • Economic development • Housing • Public improvements • Public services 	\$2,170,659	0	\$125,000	\$2,295,659	\$8,682,636	CDBG funds are prioritized by aligning County priorities to meet an underserved need. An increased need for housing and housing services should include case management that allows for housing stability in addition to infrastructure to support an increased supply of housing.
HOME	Public-federal	<ul style="list-style-type: none"> • Acquisition • Homebuyer assistance • Homeowner rehab • Multifamily rental new construction • Multifamily rental rehab • New 	\$882,912	0	\$1,586,004	\$2,468,917	\$3,531,652	HOME funding will assist with increasing the supply of affordable housing, maintaining affordable housing, and providing rent assistance to those in need of affordable housing.

		construction for ownership • TBRA						
ESG	Public- federal	<ul style="list-style-type: none"> • Conversion and rehab for transitional housing • Financial assistance • Overnight shelter • Rapid re-housing (rental assistance) • Rental assistance services • Transitional housing 	\$190,989	0	\$62,696	\$253,685	\$763,956	ESG funds will be prioritized toward outreach service and rapid re-housing.

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied.

To satisfy the 25 percent HOME match requirement, the County relies on SHIP funding from the Florida Housing Corporation. Marion County anticipates receiving \$2,550,000 in SHIP funding for the FY 2023–2024 program year—enough to satisfy the HOME match requirements. These funds provide assistance to current homeowners, those wishing to become homeowners, and developers who can build new single and multi-family housing.

ESG: Through the Ocala/Marion Joint Office on Homelessness, Marion County receives approximately \$17,000 in State funding. In addition, the County includes in its agreements with ESG subrecipients a 100 percent match responsibility for the total amount awarded

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan.

Marion County Community Services works 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, proximity to 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.

ANNUAL GOALS AND OBJECTIVES

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Table 68: Goals Summary

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Public Service	2024	2028	<ul style="list-style-type: none"> Affordable housing Homeless Non-homeless special needs Non-housing community development 	Marion County	Community development	CDBG: \$325,598.85	Public service activities other than LMI housing benefit: 50 persons assisted
2	Non-Profit Facility	2024	2028	<ul style="list-style-type: none"> Affordable housing Homeless Non-homeless special needs Non-housing community development 	Marion County	Community development	CDBG: \$800,000	Public facility or infrastructure activities other than LMI housing benefit: 450 persons assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
3	Clearance and Demolition	2024	2028	<ul style="list-style-type: none"> Non-housing community development 	Marion County	Community development	CDBG: \$323,437.40	Buildings demolished: 1 building
4	CDBG Housing Rehabilitation	2024	2028	<ul style="list-style-type: none"> Affordable housing 	Marion County	Affordable housing	CDBG: \$200,000	Homeowner housing rehabilitated: 4 household housing units
5	Infrastructure	2024	2028	<ul style="list-style-type: none"> Non-housing community development 	Marion County	Community development	CDBG: \$212,490.95	Public facility or infrastructure activities other than LMI housing benefit: 850 persons assisted
6	HOME Housing/Construction/Acquisition/Rehab	2024	2028	<ul style="list-style-type: none"> Affordable housing Homeless Non-homeless special needs Non-housing community development 	Marion County	Affordable housing	HOME: \$1,880,625.63	Homeowner housing rehabilitated: 40 household housing unit
7	City of Ocala HOME Consortium	2024	2028	<ul style="list-style-type: none"> Affordable housing 	Marion County	Affordable housing	HOME: \$500,000.00	Homeowner housing rehabilitated: 4 household housing unit

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
8	Street Outreach/Supportive Services	2024	2028	<ul style="list-style-type: none"> Homeless 	Marion County	End homelessness	ESG: \$114,593.40	Homeless person overnight shelter: 4 persons assisted
9	Rapid Rehousing	2024	2028	<ul style="list-style-type: none"> Affordable housing Homeless Non-homeless special needs 	Marion County	End homelessness	ESG: \$64,384.37	Homelessness prevention: 20 persons assisted
10	Administration	2024	2028	<ul style="list-style-type: none"> Administrative 	Marion County	Community development, affordable housing, end Homelessness	CDBG: \$434,131.80 HOME: \$88,291.29 ESG: \$12,011.23	

Table 69: 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 LMI clients in Marion County, specifically those that provide housing or job skills or improve quality of life. Partner with the Community Foundation for Ocala/Marion Non-Profit Resource Center to create a source for education, best practices, and management training.

		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 opportunity zones.
2	Goal Name	Non-Profit Facility
	Goal Description	Assistance to non-profit agencies with facility construction/renovation. Specifically serving those agencies that provide housing or job skills or improve quality of life for LMI clients and the homeless. This includes \$400,000 for the Silver Springs Library, \$200,000 for the Center for the Blind, and \$200,000 for the Kimberly Center. Alternate projects may include public infrastructure, public service, housing rehabilitation/reconstruction, declared state of emergency (urgent need), acquisition, ADA compliance, and projects located in declared opportunity zones.
3	Goal Name	Clearance and Demolition
	Goal Description	The County will allocate funding to remediate properties negatively affected by slum and blighted conditions. This will include clearance with the end goal of providing affordable housing opportunities or public facility improvements.
4	Goal Name	CDBG Housing Rehabilitation
	Goal Description	The rehabilitation of mobile home units through CDBG funding. Housing Rehabilitation funds may also be leveraged using SHIP funds.
5	Goal Name	Infrastructure
	Goal Description	Public utilities projects (water, sewer), neighborhood lighting, facade improvements, streets, sidewalks.
6	Goal Name	HOME Housing/Construction/Acquisition/ Rehab
	Goal Description	HOME funds will be used for new home construction. This category includes CHDO funding and projects. NSP program income funds will be used to construct new homes for sale to LMI individuals/families.
7	Goal Name	City of Ocala HOME Consortium
	Goal Description	City of Ocala Homeowner Rehab Program through HOME Consortium funding. Housing rehabilitation funds may also be leveraged using SHIP 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 homeless prevention.

8	Goal Name	Street Outreach/Supportive Services
	Goal Description	Assistance for the 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. Alternate projects include rapid re-housing, homeless prevention, emergency shelter, and rental assistance.
9	Goal Name	Rapid Rehousing
	Goal Description	Assistance for monthly rent, deposits and/or utilities 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.
10	Goal Name	Administration
	Goal Description	Funding for staff to administer the CDBG, HOME, and ESG programs.

AP-35 Projects - 91.420, 91.220(d)

Introduction

The following projects are planned for the PY 2024–2025 using CDBG, HOME, and ESG funding sources.

Table 70: Project Information

#	Project Name
1	Public Service Projects
2	Non-Profit Facility
3	Clearance and Demolition
4	CDBG Housing Rehabilitation
5	Infrastructure
6	HOME Housing/Construction/Acquisition/ Rehab
7	City of Ocala HOME Consortium
8	Street Outreach/Supportive Services
9	Rapid Rehousing
10	Administration: CDBG
11	Administration: HOME
12	Administration: ESG

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 stakeholder meetings and community survey process. 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.

AP-38 Project Summary

Table 71: Project Summary Information

1	Project Name	Public Service Projects
	Target Area	Marion County
	Goals Supported	Provide Accessible Public Services
	Needs Addressed	Community Development
	Funding	CDBG: \$325,598.95
	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	9/30/2025
	<i>Estimate the number and type of families that will benefit from the proposed activities</i>	50 low-income persons assisted.
	<i>Location Description</i>	Public service projects will occur in unincorporated portions of the County.
	<i>Planned Activities</i>	Project Hope and Vets Helping Vets, which provide financial sustainability projects, homeless services, and expanded case management; Saving Mercy in partnership with Carrfour..
2	Project Name	Non-Profit Facility
	Target Area	
	Goals Supported	Community Development
	Needs Addressed	Community Development
	Funding	CDBG: \$800,000
	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..
	Target Date	9/30/2025

	<i>Estimate the number and type of families that will benefit from the proposed activities</i>	75 persons assisted.
	<i>Location Description</i>	
	<i>Planned Activities</i>	See above.
3	Project Name	Clearance and Demolition
	Target Area	
	Goals Supported	Clearance and Demolition
	Needs Addressed	Community Development
	Funding	CDBG: \$323,437.40
	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	9/30/2025
	<i>Estimate the number and type of families that will benefit from the proposed activities</i>	1 building demolished.
	<i>Location Description</i>	Project will be undertaken throughout Marion County.
4	<i>Planned Activities</i>	Costs of demolishing slum and blighted buildings.
	Project Name	CDBG Housing Rehabilitation
	Target Area	
	Goals Supported	Affordable Housing
	Needs Addressed	Affordable Housing
	Funding	CDBG: \$200,000
	Description	The rehabilitation of mobile home units through CDBG funding. Housing rehabilitation funds may also be leveraged using SHIP funds.
	Target Date	9/30/2026
	<i>Estimate the number and type of families that will benefit from</i>	Homeowner housing rehabilitated: 4 household housing units.

	<i>the proposed activities</i>	
	<i>Location Description</i>	Project will be undertaken throughout Marion County.
	<i>Planned Activities</i>	Mobile home rehabilitation.
5	Project Name	Infrastructure
	Target Area	
	Goals Supported	Community Development
	Needs Addressed	Community Development
	Funding	CDBG: \$212,490.95
	Description	Public utilities projects (water, sewer), neighborhood lighting, facade improvements, streets, sidewalks.
	Target Date	9/30/2025
	<i>Estimate the number and type of families that will benefit from the proposed activities</i>	Public facility or infrastructure activities other than LMI housing benefit: 850 persons assisted
	<i>Location Description</i>	Project will be undertaken throughout Marion County.
6	Project Name	HOME Housing/Construction/Acquisition/ Rehab
	Target Area	
	Goals Supported	Affordable Housing
	Needs Addressed	Affordable Housing
	Funding	HOME: \$1,880,625.63
	Description	HOME funds will be used for new home construction. This category includes CHDO funding and projects. NSP program income funds will be used to construct new homes for sale to LMI individuals/families.
	Target Date	9/30/2025
	<i>Estimate the number and type of families that will benefit from the proposed activities</i>	Homeowner housing rehabilitated: 40 household housing units
	<i>Location Description</i>	Project will be undertaken throughout Marion County.

	<i>Planned Activities</i>	Home rehabilitation.
7	Project Name	City of Ocala HOME Consortium
	Target Area	
	Goals Supported	Affordable Housing
	Needs Addressed	Affordable Housing
	Funding	HOME: \$500,000
	Description	City of Ocala Homeowner Rehab Program through HOME Consortium funding. Housing rehabilitation funds may also be leveraged using SHIP funds.
	Target Date	9/30/2025
	<i>Estimate the number and type of families that will benefit from the proposed activities</i>	Homeowner housing rehabilitated: 4 household housing unit
	<i>Location Description</i>	Project will be undertaken throughout Marion County.
8	<i>Planned Activities</i>	Housing rehabilitation.
	Project Name	Street OutreachSupportive Services
	Target Area	
	Goals Supported	Affordable Housing
	Needs Addressed	Affordable Housing End Homelessness
	Funding	ESG: \$114,593.40
	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.
	Target Date	9/30/2025
	<i>Estimate the number and type of families that will benefit from the proposed activities</i>	Homeless prevention: 20 persons assisted

9	<i>Location Description</i>	Project will be undertaken throughout Marion County.
	<i>Planned Activities</i>	Street outreach/Supportive Services.
	Project Name	Rapid Rehousing
	Target Area	
	Goals Supported	Affordable Housing
	Needs Addressed	Affordable Housing End Homelessness
	Funding	ESG: \$64,384.37
	Description	Assistance for monthly rent, deposits and/or utilities 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.
	Target Date	9/30/2025
	<i>Estimate the number and type of families that will benefit from the proposed activities</i>	
10	<i>Location Description</i>	Project will be undertaken throughout Marion County.
	<i>Planned Activities</i>	Homeless Prevention.
	Project Name	CDBG Administration
	Target Area	Marion County
	Goals Supported	Administration
	Needs Addressed	Administration
	Funding	CDBG: \$434,131.80
	Description	Administrative costs associated with CDBG activities.
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed	n/a

11	activities	
	Location Description	n/a
	Planned Activities	Administration
	Project Name	HOME Administration
	Target Area	Marion County
	Goals Supported	Administration
	Needs Addressed	Administration
	Funding	HOME: \$88,291.29
	Description	Administrative costs associated with HOME activities.
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	n/a
12	Location Description	
	Planned Activities	Administration
	Project Name	Administration: ESG
	Target Area	Marion County
	Goals Supported	Administration
	Needs Addressed	Administration
	Funding	ESG: \$12,011.23
	Description	Outreach, rapid re-housing, and homeless prevention activities.
	Target Date	9/30/2025
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	
	Planned Activities	Administration

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.

Table 72: Geographic Distribution

Target Area	Percentage of Funds
Marion County	100

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.

AP-55 Affordable Housing - 91.420, 91.220(g)

Affordable Housing

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.
- Continue the TBRA for low-income individuals and families exiting temporary shelter to permanent affordable housing units.
- Work with a developer to plan and produce affordable rental units to seniors.
- Partner with OHA to address the large waiting list by building 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.

Table 73: One-Year Goals for Affordable Housing by Support Requirement

One-Year Goals for the Number of Households to Be Supported	
Homeless	24
Non-Homeless	44
Special-Needs	0
Total	68

Table 74: One-Year Goals for Affordable Housing by Support Type

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

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 \$50,000.00, 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.

Utility Assistance/Eviction prevention: To assist income-eligible households faced with utility disconnection or eviction after receiving a disconnect notice or a three-day eviction notice and without resources to bring the account current. Maximum assistance is six months, to include payment of first month's rent, last month's rent, deposit, utilities, and arrearages.

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 186 families through the public housing and PSH programs and manages 44 affordable units scattered throughout Marion County. The OHA serves approximately 1,511 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 44 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.

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 funding through a competitive process to score proposals 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 jurisdiction's one-year goals and actions for reducing and ending homelessness including the following.

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs.

Over the next year (and over the next five years), 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 HOME-ARP Allocation planning meetings, as well as consultation for the Consolidated 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.

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 rehousing, 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 is made available through ESG, SHIP, and HOME to assist low- and very-low income households who are at risk of homelessness with financial assistance and case management services through subgrant awards to direct assistance providers such as Interfaith Emergency Services, Brother's Keeper, and St. Theresa Social Services. Through the Coordinated Entry System, facilitated by the CoC, individuals and households who are literally homeless are assessed using the vulnerability index, placed on the by-name list, and prioritized for rapid rehousing resources. Providers of rapid rehousing programs include St. Theresa Social Services, Interfaith Emergency Services, Shepherd's Lighthouse, and Saving Mercy.

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 150 families 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.
- Identifying a point of contact to act as an affordable housing liaison to expedite the process.
- Including community services in the pre-development meetings between staff and developers to facilitate and expedite the development process.

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, affordability, and accessibility) to fair housing

are present. This report can be found on the [Community Services Department's resource](#) page on the Marion County public website.

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 and 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. In accordance with HUD regulations, the Marion County Consortium has updated its AI. 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 and the OHA 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. The grant administrator who oversees the HOME TBRA program is certified in the visual inspection for lead paint.

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 Consolidated Plan will help reduce the number of households in poverty. All of the programs outlined in this Consolidated 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 Consolidated 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.

AP-90 Program-Specific Requirements - 91.420, 91.220(I)(1,2,4)

Program-Specific Requirements

Introduction

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(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 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:	
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:	
3. The amount of surplus funds from urban renewal settlements:	
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:	
5. The amount of income from float-funded activities:	
Total Program Income	

Other CDBG Requirements

1. The amount of urgent need activities:	
--	--

HOME Investment Partnership Program (HOME)

Reference 24 CFR 91.220(I)(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. R4e

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, per 24 CFR 92.254(a)(4), is 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/> 1780.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)):
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)):
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).

Emergency Solutions Grants (ESG)

Reference 91.220(I)(4)

1. Include written standards for providing ESG assistance (may include as attachment).

See attached ESG Standards.

2. If the CoC has established a 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 2-1-1, accessible by phone, text, chat and TDD 24/7 including bilingual operators; Interfaith Emergency Shelter; Shepherd's Lighthouse; St. Theresa Catholic Church; Marion County Homeless Council; 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 is available to private nonprofit organizations (including community and faith-based organizations).

Each program year, a request for proposals is issued 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 to increase and maintain the data quality of the ESG programs within HMIS with the expectation that no more than 5% miss or null data is required for all required fields.

APPENDIX

Table 75: Alternate/Local Data Sources

1	Data Source Name American Community Survey.
	List the name of the organization or individual who originated the data set. U.S. Department of Commerce, United States Census Bureau.
	Provide a brief summary of the data set. The ACS is an ongoing statistical survey that samples a small percentage of the population every year. It is a nationwide, continuous survey designed to provide communities with reliable and timely demographic, housing, social, and economic data every year.
	What was the purpose for developing this data set? The purpose of developing this data is to give communities the information they need to plan investment and services.
	How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population? The ACS serves the nation by providing a consistent and cohesive collection of population, social, housing, and economic characteristics that are comparable across all U.S. geographies. ACS forms are not mailed to specific people but rather to specific addresses. The sample is designed to ensure good geographic coverage and does not target individuals. By focusing on quality geographic coverage, the ACS can produce a good picture of the community's people and housing by surveying a representative sample of the population.
	What time period (provide the year, and optionally month, or month and day) is covered by this data set? 2013–2017.
	What is the status of the data set (complete, in progress, or planned)? Complete.
2	Data Source Name Maplebrook
	List the name of the organization or individual who originated the data set. Marion County "intern."
	Provide a brief summary of the data set.
	What was the purpose for developing this data set?

	How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population?
	What time period (provide the year, and optionally month, or month and day) is covered by this data set?
	What is the status of the data set (complete, in progress, or planned)?
3	Data Source Name PIT Count.
	List the name of the organization or individual who originated the data set. D.W. Yonce, City of Ocala, FL.
	Provide a brief summary of the data set. The PIT Count for 2019: January and May.
	What was the purpose for developing this data set? This is a required HUD activity.
	Provide the year (and optionally month, or month and day) for when the data was collected. January and May of 2019.
	Briefly describe the methodology for the data collection. Volunteers going to known locations of homeless camps and individuals to ask them to complete a survey.
	Describe the total population from which the sample was taken. 325,000.
	Describe the demographics of the respondents or characteristics of the unit of measure, and the number of respondents or units surveyed. 493 total in sheltered homeless, 444 unsheltered.
4	Data Source Name Public Policy Institute.
	List the name of the organization or individual who originated the data set. Scot Quintel, Homeless Study Committee Chairman.
	Provide a brief summary of the data set. The Public Policy Institute is a not-for-profit organization that provides careful analysis of the issues and trends that shape and affect Marion County. In 2018, the institute chose homelessness as its topic and researched it over a 12-month period with a committee of interested citizens.

	<p>What was the purpose for developing this data set?</p> <p>To develop a set of recommendations that can be accomplished in a 12–18 month period with meaningful results.</p> <p>To determine if the three factors to successfully address homelessness exist in Marion County: leadership, a plan, and funding.</p>
	<p>How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population?</p> <p>This study covered the entire county—it researched not only local efforts but also the efforts of other communities across the country seeking best practices.</p>
	<p>What time period (provide the year, and optionally month, or month and day) is covered by this data set?</p> <p>September 2017 to January 2018.</p>
	<p>What is the status of the data set (complete, in progress, or planned)?</p> <p>The study was completed and a comprehensive report, "Homelessness, The Long Way Home," was published in January 2019 and distributed throughout the county. The report was used extensively in creating this Consolidated Plan and is used by housing agencies, City and County representatives, and service agencies interested in the homelessness issue.</p>
5	<p>Data Source Name</p> <p>Ending Homelessness in Marion County.</p>
	<p>List the name of the organization or individual who originated the data set.</p> <p>Florida Housing Coalition.</p>
	<p>Provide a brief summary of the data set.</p> <p>A report was written by the funding arm of Florida's agency on housing to review the current and desired states in Marion County of the homeless crisis response system. Five areas were reviewed: outreach and coordinated entry; prevention and diversion, short-term emergency shelter, rapid re-housing, and PSH.</p>
	<p>What was the purpose for developing this data set?</p> <p>The recommendations in the report set out to offer a roadmap to a system that ensures homelessness is entirely prevented whenever possible or, if it cannot be prevented, is a rare, brief, and one-time experience.</p>
	<p>How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population?</p> <p>The report focused on the entire county, with specific attention given to the CoC board and members.</p>
	<p>What time period (provide the year, and optionally month, or month and day) is covered by this data set?</p> <p>2017–2018.</p>

	<p>What is the status of the data set (complete, in progress, or planned)?</p> <p>Completed, with the report "Ending Homelessness in Marion County" published in 2018.</p>
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Five Year Plan FY: 2024-2028

Activity Type:	Funding Type:
Public Service	CDBG: \$1,629,797.25
Non-Profit Facility	CDBG: \$3,062,454.75
Clearance and Demolition	CDBG: \$1,000,000.00
CDBG Housing Rehabilitation	CDBG: \$1,000,000.00
Infrastructure	CDBG: \$2,115,384.00
HOME Housing/Construction/Acquisition/Rehab	HOME: \$3,719,392.10
City of Ocala HOME Consortium	HOME: \$1,750,000.00
Street Outreach/Supportive Services	ESG: \$521,089.50
Rapid Rehousing	ESG: \$365,352.00
Administration for Grant Funding	CDBG: \$2,170,659.00 HOME: \$531,176.50 ESG: \$68,503.50

Annual Plan FY: 2024-2025

Activity Type:	Funding Type:
Public Service	CDBG: \$325,598.85
Non-Profit Facility	CDBG: \$800,000.00
Clearance and Demolition	CDBG: \$323,437.40
CDBG Housing Rehabilitation	CDBG: \$200,000.00
Infrastructure	CDBG: \$212,490.95
HOME Housing/Construction/Acquisition/Rehab	HOME: \$1,880,625.63
City of Ocala HOME Consortium	HOME: \$500,000.00
Street Outreach/Supportive Services	ESG: \$114,593.40
Rapid Rehousing	ESG: \$64,384.37
Administration for Grant Funding	CDBG: \$434,131.80 HOME: \$88,291.29 ESG: \$12,011.23



Marion County

Board of County Commissioners

Agenda Item

File No.: 2024-15977

Agenda Date: 8/6/2024

Agenda No.: 6.2.

SUBJECT:

PUBLIC HEARING to Consider the Adoption of an Ordinance Relating to Trespass on Marion County Owned Property

INITIATOR:

Matthew G. Minter, County Attorney

DEPARTMENT:

County Attorney

DESCRIPTION/BACKGROUND:

Marion County owns land and buildings throughout Marion County, Florida, that are provided for the use of Marion County's residents and visitors, and to enable local government to carry out its duties. From time-to-time, while upon County-owned lands or in County-owned buildings, persons may commit acts that are unlawful, disruptive, or contrary to the rules and regulations of the County and Constitutional Officers. In order to ensure the proper function of government, it may be necessary for such persons to be removed from County-owned lands and buildings, be prohibited from returning for a period of time, and face arrest and prosecution for trespass if they return in violation of this prohibition. The proposed ordinance provides for a uniform system of issuing trespass warnings to persons who commit certain acts on property owned by the County, protect the Constitutional rights of all persons, and promote the efficient functioning of government in the interest of the public health, safety, and general welfare of the citizens and inhabitants of Marion County, Florida, pursuant to Chapter 125, Florida Statutes and Florida Constitution Article VIII.

BUDGET/IMPACT:

None

RECOMMENDED ACTION:

Motion to adopt the Ordinance Relating to Trespass on Marion County Owned Property.



The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Marion Co Attnys Offc-330
Marion Co Attnys Offc-330
601 SE 25TH AVE
RM 108
OCALA FL 34471

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Star Banner, published in Marion County, Florida; that the attached copy of advertisement, being a Govt Public Notices, was published on the publicly accessible website of Marion County, Florida, or in a newspaper by print in the issues of, on:

07/26/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 07/26/2024

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$304.84

Tax Amount: \$0.00

Payment Cost: \$304.84

Order No: 10394980

of Copies:

Customer No: 533707

1

PO #: Trespass Ord Legal

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Marion County, Florida, will hold a public hearing for the purpose of considering the adoption of an Ordinance which is entitled as follows:

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, RELATING TO TRESPASS ON PROPERTY OWNED BY MARION COUNTY; CREATING CHAPTER 11, ARTICLE VII, SECTIONS 11-300 THROUGH 11-306 OF THE MARION COUNTY CODE; PROVIDING AUTHORITY, INTENT, SCOPE, AND PURPOSE; PROVIDING DEFINITIONS; PROVIDING FOR DESIGNATED PERSONS AUTHORIZED TO ISSUE TRESPASS WARNINGS; PROVIDING A METHOD FOR WARNINGS; PROVIDING FOR THE DURATION OF WARNINGS; PROVIDING FOR A PROCEDURE FOR APPEAL OF WARNINGS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; PROVIDING FOR INCLUSION IN CODE; AND PROVIDING AN EFFECTIVE DATE.

THE MARION COUNTY BOARD OF COUNTY COMMISSIONERS proposes to consider the adoption of an Ordinance pertaining to the Marion County Code.

The public hearing will be held by the Marion County Board of County Commissioners on August 6, 2024 at 10:00 a.m., or immediately following any previously scheduled hearing, at the McPherson Governmental Campus Auditorium, 601 SE 25th Avenue, Ocala, Florida, 34471.

The proposed Ordinance may be inspected by the public at the Marion County Attorney's Office, 601 SE 25th Avenue, Ocala, Florida, 34471, Telephone (352) 438-2330.

Effective October 1, 2023, a Florida Legislative Act relating to local ordinances, amending F.S.125.66(3) (a), requires a Business Impact Statement to be prepared by the governing body of a county before the enactment of a proposed ordinance in accordance with the provisions of F.S. 2023-309, the Business Impact Estimate must be published on the County's website and must include certain information, such as a summary of the proposed ordinance, including a statement of the public purpose, an estimate of the direct economic impact, and a good faith estimate of the number of businesses likely to be impacted, and any additional information the governing body determines may be useful. In accordance to F.S. 125.66(3)(a), a number of ordinances are exempt from complying with the business impact statement. Marion County's business impact estimates are posted on the Marion County website under Public Relations at: <https://www.marionfl.org/agencies-departments/departments-facilities-offices/public-relations/business-impact-estimate-5541>

ALL PERSONS ARE ADVISED that, if a person decides to appeal any decision made by the Board at this public hearing, he or she will need a record of the proceedings, and that, for such purpose he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. For more information:

<https://www.marionfl.org/legaloffice>

2

If reasonable accommodations of a disability are needed for you to participate in this meeting, please contact the ADA Coordinator/HR Director at (352) 438-2345 forty-eight (48) hours in advance of the hearing, so appropriate arrangements can be made.

Anyone needing to submit physical documentation to support their public comment or any other presentation, may mail a hard copy of these documents to 601 SE 25th Ave., Ocala, FL 34471 (attention Dana Olesky) or e-mail a legible copy to dana.olesky@marionfl.org. Please call Dana Olesky for more information at (352) 438-2330.

PLEASE BE GOVERNED ACCORDINGLY.

Dated this 2nd day of July, 2024
BOARD OF COUNTY COMMISSIONERS
MARION COUNTY FLORIDA
MICHELLE STONE, CHAIR
10394980 7/26/24

ORDINANCE 24-__

AN ORDINANCE OF MARION COUNTY, FLORIDA, RELATING TO TRESPASS ON PROPERTY OWNED BY MARION COUNTY; CREATING CHAPTER 11, ARTICLE VII, SECTIONS 11-300 THROUGH 11-306 OF THE MARION COUNTY CODE; PROVIDING AUTHORITY, INTENT, SCOPE, AND PURPOSE; PROVIDING DEFINITIONS; PROVIDING FOR DESIGNATED PERSONS AUTHORIZED TO ISSUE TRESPASS WARNINGS; PROVIDING A METHOD FOR WARNINGS; PROVIDING FOR THE DURATION OF WARNINGS; PROVIDING FOR A PROCEDURE FOR APPEAL OF WARNINGS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; PROVIDING FOR INCLUSION IN CODE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Marion County, Florida, a political subdivision of the State of Florida, owns land and buildings throughout Marion County, Florida, that are provided for the use of Marion County's residents and visitors, and to enable local government to carry out its duties; and,

WHEREAS, some County-owned lands and buildings are administered and used by the government of Marion County, acting through the Board of County Commissioners, the County Administrator, and the various Departments of the County; and,

WHEREAS, some County-owned lands and buildings are used by other Constitutional Officers, including the Clerk of Court and Comptroller, the Property Appraiser, the Public Defender, the Sheriff, the State Attorney, the Supervisor of Elections, and the Tax Collector, as well as the Fifth Judicial Circuit of the State of Florida, to carry out their lawful duties, as required by law; and,

WHEREAS, from time-to-time, while upon County-owned lands or in County-owned buildings, persons may commit acts that are unlawful, disruptive, or contrary to the rules and regulations of the County and Constitutional Officers; and,

WHEREAS, in order to ensure the proper function of government, it may be necessary for such persons to be removed from County-owned lands and buildings, be prohibited from returning for a period of time, and face arrest and prosecution for trespass if they return in violation of this prohibition; and,

WHEREAS, the County recognizes that trespassing persons from County-owned land and buildings requires that there be cause to trespass them, as well as a procedure through which the decision to trespass them may be appealed; and,

WHEREAS, the County recognizes the need for each Constitutional Officer to determine, within the bounds set by law, whether and when to trespass persons from the property allocated to their use; and,

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Marion County, Florida as follows:

Section 1. RECITALS. The foregoing recitals are true and correct and are incorporated herein, but need not be set forth in the Marion County Code.

Section 2. Chapter 11, Article VII of the Marion County Code shall be amended to read as follows:

Sec. 11-300: Authority; Intent; Purpose; Scope; Exceptions.

- (a) This Article is adopted in the interest of the public health, safety, and general welfare of the citizens and inhabitants of Marion County, Florida, pursuant to Chapter 125, Florida Statutes and Florida Constitution Article VIII.
- (b) The intent and purpose of this article is to provide for a uniform system of issuing trespass warnings to persons who commit certain acts on property owned by the County, protect the Constitutional rights of all persons, and promote the efficient functioning of government.
- (c) The provisions of this ordinance apply to all property owned by the County, except as provided in Section 11-300, Paragraph (d) of this ordinance.
- (d) This ordinance does not apply to property administered by a Constitutional Officer if the Constitutional Officer has adopted his/her own policies and procedures related to the trespass of persons from property administered by him/her. If a Constitutional Officer has adopted such policies and procedures, then their own policies and procedures shall preempt this ordinance and shall govern any issues arising out of or relating to the trespass of persons on properties administered by that Constitutional Officer, and the terms of this ordinance shall not be applicable to properties administered by that Constitutional Officer.

Sec. 11-301: Definitions.

For the purpose of this article, certain terms shall have the meanings ascribed to them in this section, unless the context clearly indicates otherwise.

- (a) "Constitutional Officer" refers, individually and collectively, to the Clerk of Court and Comptroller, the Property Appraiser, the Public Defender, the Sheriff, the State Attorney, the Supervisor of Elections, the Administrative Judge of Marion County, the Chief Judge of the Fifth Judicial Circuit, and the Tax Collector;
- (b) "Right-of-way" includes only those sidewalks which are adjacent to a paved street, provided that the street-side edge of the sidewalk is within 20 feet of the curb line.
- (c) "Property administered by the County" means property owned by the County, that is not devoted or allocated to use by a Constitutional Officer in carrying out their duties;

- (d) “Property administered by a Constitutional Officer” means property owned by the County, that is devoted primarily to use by a Constitutional Officer in carrying out his/her official duties; and
- (e) “Property owned by the County” means:
 - (1) Real property owned or leased by Marion County, Florida, or the Board of County Commissioners of Marion County, Florida, including any county facility, outdoor area, park, and recreation area, together with any structures or buildings located on the real property;
 - (2) Structures or buildings owned or leased by the County; and
 - (3) Conveyances owned or leased by the County.
 - (4) Property owned by the County, for the purposes of this ordinance, does not include any County-owned right-of-way.

Sec. 11-302. Persons authorized to issue warnings.

- (a) For property owned and administered by the County, the County Administrator and/or his/her designee shall be authorized to issue trespass warnings for property owned and administered by the County.
- (b) For property owned by the County but administered by a Constitutional Officer, the Constitutional Officer is authorized to issue trespass warnings, except that the Constitutional Officer may, by internal rule or policy, specifically designate which of his or her employees or agents are authorized to issue trespass warnings on his/her behalf for the property.
- (c) The Sheriff of Marion County and his/her deputies, the officers of the Belleview Police Department, Dunnellon Police Department, and Ocala Police Department, and all other law enforcement officers (as that term is defined in s. 784.07(1)(d), Florida Statutes) are hereby designated as “authorized persons” or “persons authorized” for the purposes set forth in Florida Statutes 810.08 and 810.09, and are authorized to communicate an order to depart or leave property owned by the County in cases of a threat to public safety or welfare.
 - (1) A copy of any trespass warning issued by a law enforcement officer pursuant to this Section shall be delivered to the County Administrator as soon as practicable, together with any document provided to the subject of the warning.
 - (2) A trespass warning issued by a law enforcement officer pursuant to this Section shall substantially conform to the requirements of this Article.
 - (3) If a Constitutional Officer has adopted internal policies and procedures related to trespass on property administered by him/her, it shall be presumed that the foregoing law enforcement officers are authorized persons or persons authorized, unless the internal policies and procedures of the Constitutional Officer specifically prescribed that they are not authorized persons or persons authorized.

Sec. 11-303. Method of Warning.

- (a) Warnings to depart and/or not return to property owned and administered by the County may be communicated verbally by an authorized person but shall thereafter be immediately reduced to writing and delivered to the trespassed person.

- (1) If a person is requested to leave County owned and administered property and complies, a written trespass warning may thereafter be delivered to them in any manner sufficient to ensure that the warning is communicated to them.
- (2) A record shall be made of the manner in which the warning was communicated to them.
- (3) A person may not be detained solely to issue them a trespass warning.
- (b) When a person is issued a written trespass warning, it shall be reduced to writing in a form to be provided by the County or, if issued by law enforcement officer, in a form used by that officer's employing agency.
- (c) All pertinent information regarding the subject of the trespass warning shall be included to the extent that required information is available.
- (d) All written trespass warnings must set forth with specificity the ground(s) for the issuance of the trespass warning.
- (e) In addition to the trespass warning, the person trespassed shall be provided a copy of the form entitled "Trespass – County Property (Appeal Process)" by a County employee or agent.
 - (1) If a trespass warning is issued by a law enforcement officer, outside of the County's normal business hours or at a time when this form is not readily available, then the form shall be transmitted to the subject of the trespass warning by the County, and shall made available to the subject of the warning in the same manner as an Appeal Petition.
 - (2) If a written trespass warning cannot be delivered to the subject of the warning, then the form shall be made available to the subject of the warning in the same manner as an Appeal Petition.

Sec. 11-304. Grounds for Issuance of Warning.

- (a) A person may be ordered to depart and/or not return to the property administered by the County, and may be issued a written trespass warning, for committing any of the following acts upon property administered by the County:
 - (1) Any act that constitutes a violation of state or federal law, rule, or regulation;
 - (2) Any act that constitutes a violation of a county or municipal ordinance;
 - (3) Any act that materially disrupts the business of the County, including the ability of other members of the public to be provided services by any employee, agent, or volunteer of the County.
 - (A) When feasible, prior to issuing a trespass warning for committing an act that materially disrupts the business of the County, the person shall be advised that their actions are materially disrupting the business of the County and be asked to cease. If their disruptive actions continue, or if after stopping they resume their disruptive actions, a trespass warning may be issued.
 - (4) Any act that poses a threat to the public safety or welfare, including any act that physically harms or threatens to physically harm any employee, agent, or volunteer of the County, or any member of the public.
- (b) A person may be ordered to depart and/or not return to the property administered by the County, and may be issued a written trespass warning, for committing any act that creates

a reasonable and well-founded belief that the individual will commit an act on property administered by the County that:

- (1) Violates state or federal law, rule, or regulation;
 - (2) Violates a county or municipal ordinance;
 - (3) Materially disrupts the business of the County, including the ability of other members of the public to be provided services by any employee, agent, or volunteer of the County; or
 - (4) Will constitute a threat to the public safety or welfare, including any act that would result in physical harm to any employee, agent, or volunteer of the County, or any member of the public.
- (c) A person may not be ordered to depart and/or ordered not to return to property administered by the County, nor may a person be issued a written trespass warning, for engaging in activity protected by the laws or Constitution of the United States or of the State of Florida.

Sec. 11-305. Duration and scope of trespass warnings.

- (a) A trespass warning shall be issued for a period:
- (1) Not to exceed one (1) year, for a first trespass warning; and
 - (2) Not to exceed five (5) years, for any second or subsequent trespass warning from the same property, or for any act that constitutes a violation of an existing trespass warning or order from a court.
- (b) A trespass warning may be issued only for:
- (1) The property or properties upon which the person committed the act that gave cause for issuance of the warning; or
 - (2) The property or properties for which there is a reasonable and well-founded belief that the person will commit a specified act.
- (c) If a person is issued a trespass warning for more than one location administered by the County, the person issuing the trespass warning may note each location on the warning or may issue a separate warning for each location.
- (d) The County Administrator may rescind any trespass order at any time. A trespass warning may also be rescinded by the County Administrator, or his/her designee, pursuant to the appeal process set forth in Section 11-306 of this Ordinance.
- (e) Upon the request of the trespassed individual, the County Administrator may authorize an individual who has received a trespass warning to enter the property or premises from which they were trespassed for the limited purpose of exercising his or her First Amendment rights or any other right guaranteed by the United States or Florida Constitution, if there is no other reasonable alternative location to exercise such rights or to conduct necessary County business. Such authorization must be in writing and shall specify the duration of the authorization and any conditions thereof, and shall not be unreasonably denied.

Sec. 11-306. Procedure for Appeal of trespass warning.

The following procedure sets forth the appeal process applicable to trespass warnings issued pursuant to this Article:

- (a) To appeal a trespass warning issued for property administered by the County, the subject of the trespass warning, or their attorney, may file a written appeal, requesting the trespass warning be rescinded or modified.
- (b) Appeals shall be made on the form entitled “Trespass – County Property (Appeal Petition).”
- (c) Written copies of the appeal petition shall be provided to any person upon request, without charge. Copies of an appeal petition may be obtained:
 - (1) Via telephone request, to (352) 438-2300, during normal business hours;
 - (2) Via e-mail, by e-mailing CountyAdministrator@marionfl.org;
 - (3) Via US mail, by mailing Marion County Board of County Commissioners, Attn: County Administrator, 601 SE 25th Ave, Ocala, Florida 34471.
- (d) Completed appeal petitions may be filed:
 - (1) Via e-mail, sent to CountyAdministrator@marionfl.org; or
 - (2) Via U.S. mail, sent to Marion County Board of County Commissioners, Attn: County Administrator, 601 SE 25th Ave, Ocala, Florida 34471.
- (e) Upon receipt of an appeal petition, the person receiving the appeal petition shall notify the County Administrator.
- (f) The County Administrator shall schedule a date and time to hold a hearing to consider the appeal petition.
 - (1) The County Administrator may designate another employee or agent of the County to consider the appeal and preside at a hearing.
 - (2) The hearing shall occur within fifteen (15) business days of the date of receipt of the appeal petition.
 - (3) The hearing shall be open to the public.
 - (4) Notice of the hearing shall be communicated to the trespassed person, and shall include
 - (A) The time, date, and location of the appeal hearing;
 - (B) A copy of the trespass warning that is the subject of the appeal hearing; and,
 - (C) A statement that the appellant is responsible for the creation of a transcript of the appeal hearing.
 - (5) At the appeal hearing, the trespassed person shall have an opportunity to present evidence and argument on all issues involved, to conduct cross examination and submit rebuttal evidence, and to be represented by counsel. At the appeal hearing, the County Administrator, or his/her designee, may receive written or recorded statements or other documents. Formal rules of evidence shall not apply but fundamental due process shall be observed and shall govern the proceedings.
- (g) Within five (5) business days of the appeal hearing, the County Administrator, or his/her designee, shall file a written decision on the appeal. The written decision may maintain, modify, or rescind the trespass warning. The written decision shall constitute a final order of Marion County.
- (h) The trespassed person may appeal a final order to the Circuit Court of the Fifth Judicial Circuit. Such an appeal shall not be a hearing *de novo*¹, but shall be limited to appellate

¹ “*De novo*” refers to a hearing in which the court makes factual findings, weighs evidence, or enters judgments or rulings on the merits of the issuance of the trespass warning.

review of the record created before the County Administrator, or his/her designee, to determine whether procedural due process was accorded, whether the essential requirements of law were observed, and whether the findings set forth in the written decision on the appeal were supported by competent substantial evidence. An appeal shall be filed within thirty (30) days of the date of the written decision of the appeal/final order of the County.

(1) The record of the hearing of appeal petitions shall consist of:

- (A) The challenged trespass warning;
- (B) The completed "Trespass – County Property (Appeal Process)" form;
- (C) The completed "Trespass – County Property (Appeal Petition)" form and any attachments, including those provided by the trespassed person;
- (D) All notices;
- (E) Evidence received or considered;
- (F) A transcript of the hearing (if available);
- (G) Any correspondence related to the trespass warning;
- (H) The written decision on the appeal; and
- (I) A copy of this ordinance.

SECTION 3. CONFLICTS. In the event that the provisions of this ordinance are in conflict with any other ordinance, then the provisions of this Ordinance shall prevail.

SECTION 4. SEVERABILITY. It is hereby declared to be the intent of the Board of County Commissioners of Marion County that if any section, subsection, clause, phrase, or provision of this ordinance is held invalid or unconstitutional, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining provisions of this ordinance.

SECTION 5. REPEAL OF ORDINANCES. All ordinances or parts of ordinances, in conflict with this ordinance are, to the extent of such conflict, hereby repealed.

SECTION 6. INCLUSION IN COUNTY CODE. It is the intent of the Board of County Commissioners of Marion County, Florida, and it is hereby provided that the provisions of this ordinance be incorporated into the Marion County Code of Ordinances, that the sections of this ordinance may be re-numbered or re-lettered to accomplish such intent.

SECTION 7. 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 F.S. §125.66(2)(b).

DULY ADOPTED this ____ day of ____, 2024.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

MICHELLE STONE, CHAIRMAN

ATTEST:

GREGORY C. HARRELL, CLERK

DRAFT



Marion County Board of County Commissioners

Office of the County Attorney

601 SE 25th Ave.
Ocala, FL 34471
Phone: 352-438-2330
Fax: 352-438-2331

Business Impact Estimate

In accordance with Section 125.66(3)(a), F.S., a Business Impact Estimate (BIE) is required to be: 1) prepared before enacting certain ordinances and 2) posted on Marion County Board of County Commissioners' website no later than the date the notice proposed enactment/notice of intent to consider the proposed ordinance, is advertised in the newspaper (which, per Section 125.66(2)(a), F.S., is ten (10) days before the Public Hearing).

AN ORDINANCE OF MARION COUNTY, FLORIDA, RELATING TO TRESPASS ON PROPERTY OWNED BY MARION COUNTY; CREATING CHAPTER 11, ARTICLE VII, SECTIONS 11-300 THROUGH 11-306 OF THE MARION COUNTY CODE; PROVIDING AUTHORITY, INTENT, SCOPE, AND PURPOSE; PROVIDING DEFINITIONS; PROVIDING FOR DESIGNATED PERSONS AUTHORIZED TO ISSUE TRESPASS WARNINGS; PROVIDING A METHOD FOR WARNINGS; PROVIDING FOR THE DURATION OF WARNINGS; PROVIDING FOR A PROCEDURE FOR APPEAL OF WARNINGS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL; PROVIDING FOR INCLUSION IN CODE; AND PROVIDING AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with Section 125.66(3)(a), *Florida Statutes*. If one or more boxes are checked below, this means that the Marion County Board of County Commissioners is of the view that a business impact estimate is not required by state law for the proposed ordinance.

Notwithstanding, Marion County is preparing this BIE to prevent an inadvertent procedural issue from impacting the enactment of this proposed Ordinance. Marion County reserves the right to revise this BIE following its initial posting and to discontinue providing this information for proposed ordinances believed to be exempt under state law.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:

- a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
- b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
- c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
- d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

Consistent with the posting requirement set forth in Section 125.66(3)(a), F.S., the County hereby publishes the following BIE information for this proposed ordinance on its website for public viewing and consideration on this 5th day of July, 2024:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare): **Marion County, Florida, a political subdivision of the State of Florida, owns land and buildings throughout Marion County, Florida, that are provided for the use of Marion County's residents and visitors, and to enable local government to carry out its duties. From time-to-time, while upon County-owned lands or in County-owned buildings, persons may commit acts that are unlawful, disruptive, or contrary to the rules and regulations of the County and Constitutional Officers. In order to ensure the proper function of government, it may be necessary for such persons to be removed from County-owned lands and buildings, be prohibited from returning for a period of time, and face arrest and prosecution for trespass if they return in violation of this prohibition. The proposed ordinance provides for a uniform system of issuing trespass warnings to persons who commit certain acts on property owned by the County, protect the Constitutional rights of all persons, and promote the efficient functioning of government in the interest of the public health, safety, and general welfare of the citizens and inhabitants of Marion County, Florida, pursuant to Chapter 125, Florida Statutes and Florida Constitution Article VIII.**

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in unincorporated Marion County, if any:

- (a) An estimate of direct compliance costs that businesses may reasonably incur: **This ordinance imposes no direct costs on businesses.**
- (b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible: **No new charges or fees are established under the ordinance.**
- (c) An estimate of Marion County regulatory costs, including estimated revenues from any new charges or fees to cover such costs: **There are no regulatory costs and no revenues will be generated for Marion County.**

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: **Indeterminate.**

4. Additional information the governing body deems useful (if any): **The proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.**



Marion County

Board of County Commissioners

Agenda Item

File No.: 2024-16061

Agenda Date: 8/6/2024

Agenda No.: 7.1.1.

SUBJECT:

Request Approval of Resolutions Authorizing Acquisition of Real Property Interests by Gift, Purchase, or Eminent Domain for the SW 49th Street Avenue S Phase Road Improvement Project in Marion County, Florida

INITIATOR:

Matthew G. Minter, County Attorney

DEPARTMENT:

County Attorney

DESCRIPTION/BACKGROUND:

Six resolutions are presented for Board approval for the acquisition of interests in real property as to which we have not yet been able to acquire by negotiations. The resolutions would still cover acquisitions by negotiation, based on binding offers from the County for up to 120% of the full compensation values determined by our appraiser. If negotiations are unsuccessful, then the Resolutions authorize proceeding with acquisition by eminent domain. Florida Statutes require the adoption of a resolution authorizing acquisition of property by eminent domain, and these resolutions will satisfy that requirement.

BUDGET/IMPACT:

Budget impact is currently indeterminate, but will be initially based on the County's appraisals. If litigation is required, the final value determinations will be made by a jury trial, and the County will be responsible for statutory attorney fees and expert costs as well

RECOMMENDED ACTION:

Board Motion to approve the attached Resolutions and authorize the Chairman and the Clerk of Court to execute same.

RESOLUTION NO. 24-R-_____

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

OWNERS: Dorothy Anthony
15081 SW 46th Circle
Ocala, FL 34473
TAX IDENTIFICATION NUMBER: 8001-0122-12
PROJECT PARCEL NUMBER: 10 AR

☒ [X] Fee Simple Whole Take

☐ [] Fee Simple Partial Right of Way

☐ [] Temporary Construction Easement

WHEREAS, Art. X, Sec. 6, Florida Constitution, provides general restrictions on the government's exercise of its power of eminent domain, including, but not limited to, the provision that no private property shall be taken except for a public purpose and with full compensation therefore paid to each owner or secured by deposit in the registry of the court and available to the owner; and

WHEREAS, Section 127.01, Fla. Stat. (2023), subsection (1)(a) provides that each county of the state is delegated authority to exercise the right and power of eminent domain; that is, the right to appropriate property, except state or federal, for any county purpose; and

WHEREAS, Section 127.02, Fla. Stat. (2023) provides that the board of county commissioners may not exercise its power of eminent domain unless the board adopts a resolution authorizing the acquisition of a property, real or personal, by eminent domain for any county use or purpose designated in such resolution, subject to the limitations set forth in Sections 73.013 and 73.014, Fla. Stat. (2023); and

WHEREAS, Section 127.01, Fla. Stat. (2023), subsection (1)(b) further provides that each county is further authorized to exercise the eminent domain power granted to the Department of Transportation by s. 337.27(1), the transportation corridor protection provisions of Section 337.273, Fla. Stat. (2023) and the right of entry onto property pursuant to Section 337.274, Fla. Stat. (2023); and

WHEREAS, Section 337.27, Fla. Stat. (2023), subsection (1) grants the Department of Transportation the power of eminent domain to condemn all necessary lands and property, including rights of access, air, view, and light, whether public or private, for the purpose of securing and utilizing transportation rights-of-way, including, but not limited to, any lands reasonably necessary for securing applicable permits, areas necessary for management of access, borrow pits, drainage ditches, water retention areas, rest areas, replacement access for landowners whose access is impaired due to the construction of a facility, and replacement rights-of-way for relocated rail and utility facilities; for existing, proposed, or anticipated transportation facilities on the State Highway System or State Park Road System; or in a transportation corridor designated by the department; or for the purpose of screening, relocation, removal, or disposal of junkyards and scrap metal processing facilities. The department shall also have the power to condemn any material and property for such purposes; and

WHEREAS, Section 337.273, Fla. Stat. (2023) provides in part at subsection (1)(c) that the designation and management of transportation corridors and the planning and development of transportation facilities within transportation corridors will substantially assist in allowing government to alleviate traffic congestion and transportation facility overcrowding, aid in the development of an effective transportation system that is coordinated with land use planning, assist in planning for future growth, enable compliance with concurrency requirements, and alleviate the heretofore described health, safety, and welfare liabilities to the public; and

WHEREAS, the Project that is the subject of this Resolution is the SW 49th AVENUE S PHASE ROAD IMPROVEMENT PROJECT described in the Preliminary Engineering Report originally prepared by Kimley-Horn and Associates, Inc. on January 22, 2018 and approved by the Marion County Board of County Commissioners on February 6, 2018 and has been listed on the approved Transportation Improvement Program adopted by Marion County; and

WHEREAS, the Board of County Commissioners, as part of its approval of the foregoing Preliminary Engineering Report, considered alternative designs and routes, cost, safety, environmental factors, and long term area planning in concluding that the acquisition of the specific property interests identified herein is necessary and in the best interests of the public, and that all conditions precedent to the acquisition of such property interests have been, or will be met, prior to commencement of the filing of an action in eminent domain with respect to such property interests; and

WHEREAS, Section 337.274, Fla. Stat. (2023), provides that the Department of Transportation and its authorized agents and employees are authorized to enter upon any lands, waters, and premises, upon giving reasonable notice to the landowner, for the purpose of making surveys, soundings, drillings, appraisals, environmental assessments, archeological assessments, and examinations necessary to perform its duties and functions; and any such entry shall not be deemed a trespass or an entry that would constitute a taking in an eminent domain proceeding. The department shall make reimbursement for any actual damages to such lands, water, and premises as a result of such activities; and

WHEREAS, Ch. 73, Fla. Stat. (2023) provides general substantive and procedural requirements and limitations on a county's exercise of the power of eminent domain; and

WHEREAS, Section 73.015, Fla. Stat. (2023), subsection (1), provides requirements for pre-suit negotiation with the fee owner of the property to be acquired by eminent domain; and

WHEREAS, Section 73.015, Fla. Stat. (2023), subsection (2) provides requirements for notification of business owners, including lessees, who operate a business located on the property to be acquired; and

WHEREAS, Chapter 74, Fla. Stat. (2023) provides authority and procedures for counties to take possession and title of parcels or property interests acquired by eminent domain in advance of entry of final judgment; and

WHEREAS, the Board of County Commissioners of Marion County (hereafter, "Board") is undertaking a project for the construction of roadway and related improvements for the SW 49th AVENUE S PHASE ROAD IMPROVEMENT PROJECT in Marion County, Florida (hereafter, "**Project**"); and

WHEREAS, the Project may include the undertaking or making some or all of the following improvements, construction or related activities: construction of new roads for vehicular traffic, reconfiguring intersections, bike lanes, sidewalks, drainage swales, embankments, driveways and culverts, drainage retention areas and other stormwater drainage or retention facilities, intersection improvements; landscaping; relocating or reconstruction of power and traffic signal poles and traffic signal equipment; and improved utilities,

WHEREAS, the Board has determined that it is in the best interests of the citizens of Marion County and for the safe and efficient movement of vehicular and pedestrian traffic, to construct the Project in Marion County, Florida, without limitation, by performing, undertaking or making, some or all of the following improvements, construction of new roads for vehicular traffic, reconfiguring intersections, bike lanes, sidewalks, drainage swales, embankments, driveways and culverts, drainage retention areas and other stormwater drainage or retention facilities, intersection improvements; landscaping;

relocating or reconstruction of power and traffic signal poles and traffic signal equipment; and improved utilities, and

WHEREAS, the Project is and has been listed on the approved Transportation Improvement Program adopted by the Board of County Commissioners; and

WHEREAS, the Project will develop a portion of SW 49th Avenue and will alleviate traffic congestion on other facilities, and connect to other major collector and arterial roads.

WHEREAS, the County Engineer has caused to be designed the Project, compiled construction plans for the Project, and has determined the area and location of properties necessary for final construction of the Project and to accommodate anticipated right-of-way requirements in the reasonably foreseeable future. The County has determined the necessity to acquire the property interest of Fee Simple Right of Way (hereinafter, "the property interest") from **Project Parcel No. 10 AR** described in **Exhibit "A," and Exhibit "B,"** attached hereto and incorporated herein by reference, in order to construct the Project as designed; and

WHEREAS, the Board hereby finds and determines that all conditions precedent to acquiring the property interests described and identified in **Exhibit "A," and Exhibit "B"** have been met by Marion County. Specifically, before approving the acquisition of the property interests described herein, the Board has considered and weighed, where applicable, factors of safety, benefits to the public, costs, availability of alternatives, long range area planning and environmental factors, as well as any other relevant factors. The Board further finds that the required notifications to appropriate state and local agencies have been made. The Board further finds that all necessary governmental permits have been obtained or there is a reasonable probability that such permits will be obtained.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, as follows:

Section 1. **Adoption.** The Board hereby adopts the facts contained in the foregoing WHEREAS Clauses and the same are made a part of this Resolution.

Section 2. **Construction Plans.** The County has surveyed and located its line or area of construction, and developed construction plans reflecting the property interest to be acquired from **Project Parcel No. 10 AR** described in **Exhibit "A" and Exhibit "B"** hereof required for the Project, which plans and maps have been reviewed by the Board and are approved for use (as they now exist or as hereafter updated, revised or corrected as set forth below), and such plans and maps may be filed with the Clerk of the Circuit Court in and for Marion County, Florida, together with a certified copy of this Resolution. (The information, if any, in the attached **Exhibit "A" and Exhibit "B"** as to the name of the property owner, the property's tax identification number, and the legal description of the property interest to be acquired from **Project Parcel No. 10 AR** is for information

purposes only. Such information may be corrected or updated by the County Attorney or County Engineer or his or her designee.

Section 3. **Public Purpose and Necessity.** The Board hereby finds and determines that the road improvement Project described herein is for a public purpose and the condemnation of the property interest to be acquired from **Project Parcel No. 10 AR** is necessary for the construction of such Project.

Section 4. **Description of Property.** The Board further authorizes the County Surveyor or Project surveyor and County Attorney to correct minor errors or scrivener's errors to the description of the property interest to be acquired from **Project Parcel No. 10 AR** if any, with regard to the condemnation proceeding authorized herein without further action of this Board.

Section 5. **Purchase of Property.** The Office of the County Engineer is authorized to acquire the property interests described in Project Parcel No. 4AR by gift, purchase, or condemnation. In furtherance thereof, the Office of the County Engineer is authorized to make a binding offer to the property owner or his or her representative to acquire such property interests in an amount not to exceed 120% of the current full compensation appraised value of such interests including any severance damages as determined by the county's engaged real estate appraiser in an up-to-date appraisal, and business damages, and business damages, if any, without further authorization from the Board. Should the County purchase the property interest to be acquired from **Project Parcel No. 10 AR**, prior to the commencement of condemnation proceedings, or prior to acquiring title to said Parcel in the condemnation proceedings, the County Attorney is authorized to omit or dismiss said parcel so acquired from the condemnation proceedings.

Section 6. The County, its officers, employees and attorneys, are hereby authorized and directed, if necessary, to institute and prosecute such actions as may be proper for the acquisition of the fee simple title in **Project Parcel No. 10 AR** by eminent domain proceedings pursuant to Chapters 73 and 76, Florida Statutes.

Section 7. **Authority of County Engineer Regarding Construction Plans.** The County Engineer or her designee is authorized to have the construction plans updated, revised or corrected, and to utilize such plans in the condemnation action, including binding the Board to said plans, updates, revisions or corrections, without further action of the Board.

Section 8. **Interest to Be Acquired.** Pursuant to Section 127.01, Fla. Stat. (2023), subsection (1)(a), the fee simple absolute title to all property so taken and acquired shall vest in the county unless the county seeks to condemn a lesser particular right or estate in such property. In this case, the Board hereby determines that the property interest to be acquired from **Project Parcel No. 10 AR** is Fee Simple Right of

Way and the Board authorizes the acquisition of such interest by the acquisition of said Parcel.

Section 9. **Acquisition in Advance of Final Judgment.** The Board hereby authorizes the County Attorney to take possession and title of the takings from **Project Parcel No. 10 AR** in advance of the entry of final judgment, including by filing a declaration of taking pursuant to Section 74.031, Florida Statutes.

Section 10. **Directions to Clerk of Circuit Court.** The Clerk of the Circuit Court of Marion County, Florida, is directed to accept for deposit any and all funds delivered by the County with respect to the acquisition of the property interest from **Project Parcel No. 10 AR** and costs and expenses related thereto in the Registry of the Circuit Court for the Fifth Judicial Circuit in and for Marion County, Florida, as required by law in condemnation proceedings.

Section 11. **Effective Date.** This Resolution shall take effect immediately upon adoption.

DULY RESOLVED this _____ day of _____, 2024.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

MICHELLE STONE, CHAIR

ATTEST:

GREGORY C. HARRELL, CLERK

P.I.D.# 8001-0122-12

Lot 12, Block 122 MARION OAKS UNIT ONE, as per plat thereof recorded in Plat Book O, Pages 1 through 18, Public Records of Marion County, Florida.

EXHIBIT "A"

RESOLUTION NO. 24-R-_____

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

OWNERS: Mahin Aparviz
Vacant Parcel on
Marion Oaks Manor, 34473
TAX IDENTIFICATION NUMBER: 8009-1185-43
PROJECT PARCEL NUMBER: 30 AL

☐ Fee Simple Whole Take

☒ Fee Simple Partial Right of Way

☐ Temporary Construction Easement

WHEREAS, Art. X, Sec. 6, Florida Constitution, provides general restrictions on the government's exercise of its power of eminent domain, including, but not limited to, the provision that no private property shall be taken except for a public purpose and with full compensation therefore paid to each owner or secured by deposit in the registry of the court and available to the owner; and

WHEREAS, Section 127.01, Fla. Stat. (2023), subsection (1)(a) provides that each county of the state is delegated authority to exercise the right and power of eminent domain; that is, the right to appropriate property, except state or federal, for any county purpose; and

WHEREAS, Section 127.02, Fla. Stat. (2023) provides that the board of county commissioners may not exercise its power of eminent domain unless the board adopts a resolution authorizing the acquisition of a property, real or personal, by eminent domain for any county use or purpose designated in such resolution, subject to the limitations set forth in Sections 73.013 and 73.014, Fla. Stat. (2023); and

WHEREAS, Section 127.01, Fla. Stat. (2023), subsection (1)(b) further provides that each county is further authorized to exercise the eminent domain power granted to the Department of Transportation by s. 337.27(1), the transportation corridor protection provisions of Section 337.273, Fla. Stat. (2023) and the right of entry onto property pursuant to Section 337.274, Fla. Stat. (2023); and

WHEREAS, Section 337.27, Fla. Stat. (2023), subsection (1) grants the Department of Transportation the power of eminent domain to condemn all necessary lands and property, including rights of access, air, view, and light, whether public or private, for the purpose of securing and utilizing transportation rights-of-way, including, but not limited to, any lands reasonably necessary for securing applicable permits, areas necessary for management of access, borrow pits, drainage ditches, water retention areas, rest areas, replacement access for landowners whose access is impaired due to the construction of a facility, and replacement rights-of-way for relocated rail and utility facilities; for existing, proposed, or anticipated transportation facilities on the State Highway System or State Park Road System; or in a transportation corridor designated by the department; or for the purpose of screening, relocation, removal, or disposal of junkyards and scrap metal processing facilities. The department shall also have the power to condemn any material and property for such purposes; and

WHEREAS, Section 337.273, Fla. Stat. (2023) provides in part at subsection (1)(c) that the designation and management of transportation corridors and the planning and development of transportation facilities within transportation corridors will substantially assist in allowing government to alleviate traffic congestion and transportation facility overcrowding, aid in the development of an effective transportation system that is coordinated with land use planning, assist in planning for future growth, enable compliance with concurrency requirements, and alleviate the heretofore described health, safety, and welfare liabilities to the public; and

WHEREAS, the Project that is the subject of this Resolution is the SW 49th AVENUE S PHASE ROAD IMPROVEMENT PROJECT described in the Preliminary Engineering Report originally prepared by Kimley-Horn and Associates, Inc. on January 22, 2018 and approved by the Marion County Board of County Commissioners on February 6, 2018 and has been listed on the approved Transportation Improvement Program adopted by Marion County; and

WHEREAS, the Board of County Commissioners, as part of its approval of the foregoing Preliminary Engineering Report, considered alternative designs and routes, cost, safety, environmental factors, and long term area planning in concluding that the acquisition of the specific property interests identified herein is necessary and in the best interests of the public, and that all conditions precedent to the acquisition of such property interests have been, or will be met, prior to commencement of the filing of an action in eminent domain with respect to such property interests; and

WHEREAS, Section 337.274, Fla. Stat. (2023), provides that the Department of Transportation and its authorized agents and employees are authorized to enter upon any lands, waters, and premises, upon giving reasonable notice to the landowner, for the purpose of making surveys, soundings, drillings, appraisals, environmental assessments, archeological assessments, and examinations necessary to perform its duties and functions; and any such entry shall not be deemed a trespass or an entry that would constitute a taking in an eminent domain proceeding. The department shall make reimbursement for any actual damages to such lands, water, and premises as a result of such activities; and

WHEREAS, Ch. 73, Fla. Stat. (2023) provides general substantive and procedural requirements and limitations on a county's exercise of the power of eminent domain; and

WHEREAS, Section 73.015, Fla. Stat. (2023), subsection (1), provides requirements for pre-suit negotiation with the fee owner of the property to be acquired by eminent domain; and

WHEREAS, Section 73.015, Fla. Stat. (2023), subsection (2) provides requirements for notification of business owners, including lessees, who operate a business located on the property to be acquired; and

WHEREAS, Chapter 74, Fla. Stat. (2023) provides authority and procedures for counties to take possession and title of parcels or property interests acquired by eminent domain in advance of entry of final judgment; and

WHEREAS, the Board of County Commissioners of Marion County (hereafter, "Board") is undertaking a project for the construction of roadway and related improvements for the SW 49th AVENUE S PHASE ROAD IMPROVEMENT PROJECT in Marion County, Florida (hereafter, "**Project**"); and

WHEREAS, the Project may include the undertaking or making some or all of the following improvements, construction or related activities: construction of new roads for vehicular traffic, reconfiguring intersections, bike lanes, sidewalks, drainage swales, embankments, driveways and culverts, drainage retention areas and other stormwater drainage or retention facilities, intersection improvements; landscaping; relocating or reconstruction of power and traffic signal poles and traffic signal equipment; and improved utilities,

WHEREAS, the Board has determined that it is in the best interests of the citizens of Marion County and for the safe and efficient movement of vehicular and pedestrian traffic, to construct the Project in Marion County, Florida, without limitation, by performing, undertaking or making, some or all of the following improvements, construction of new roads for vehicular traffic, reconfiguring intersections, bike lanes, sidewalks, drainage swales, embankments, driveways and culverts, drainage retention areas and other stormwater drainage or retention facilities, intersection improvements; landscaping;

relocating or reconstruction of power and traffic signal poles and traffic signal equipment; and improved utilities, and

WHEREAS, the Project is and has been listed on the approved Transportation Improvement Program adopted by the Board of County Commissioners; and

WHEREAS, the Project will develop a portion of SW 49th Avenue and will alleviate traffic congestion on other facilities, and connect to other major collector and arterial roads.

WHEREAS, the County Engineer has caused to be designed the Project, compiled construction plans for the Project, and has determined the area and location of properties necessary for final construction of the Project and to accommodate anticipated right-of-way requirements in the reasonably foreseeable future. The County has determined the necessity to acquire the property interest of Fee Simple Right of Way (hereinafter, "the property interest") from **Project Parcel No. 30 AL** described in **Exhibit "A," and Exhibit "B,"** attached hereto and incorporated herein by reference, in order to construct the Project as designed; and

WHEREAS, the Board hereby finds and determines that all conditions precedent to acquiring the property interests described and identified in **Exhibit "A," and Exhibit "B"** have been met by Marion County. Specifically, before approving the acquisition of the property interests described herein, the Board has considered and weighed, where applicable, factors of safety, benefits to the public, costs, availability of alternatives, long range area planning and environmental factors, as well as any other relevant factors. The Board further finds that the required notifications to appropriate state and local agencies have been made. The Board further finds that all necessary governmental permits have been obtained or there is a reasonable probability that such permits will be obtained.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, as follows:

Section 1. **Adoption.** The Board hereby adopts the facts contained in the foregoing WHEREAS Clauses and the same are made a part of this Resolution.

Section 2. **Construction Plans.** The County has surveyed and located its line or area of construction, and developed construction plans reflecting the property interest to be acquired from **Project Parcel No. 30 AL** described in **Exhibit "A" and Exhibit "B"** hereof required for the Project, which plans and maps have been reviewed by the Board and are approved for use (as they now exist or as hereafter updated, revised or corrected as set forth below), and such plans and maps may be filed with the Clerk of the Circuit Court in and for Marion County, Florida, together with a certified copy of this Resolution. (The information, if any, in the attached **Exhibit "A" and Exhibit "B"** as to the name of the property owner, the property's tax identification number, and the legal description of the property interest to be acquired from **Project Parcel No. 30 AL** is for information

purposes only. Such information may be corrected or updated by the County Attorney or County Engineer or his or her designee.

Section 3. **Public Purpose and Necessity.** The Board hereby finds and determines that the road improvement Project described herein is for a public purpose and the condemnation of the property interest to be acquired from **Project Parcel No. 30 AL** is necessary for the construction of such Project.

Section 4. **Description of Property.** The Board further authorizes the County Surveyor or Project surveyor and County Attorney to correct minor errors or scrivener's errors to the description of the property interest to be acquired from **Project Parcel No. 30 AL** if any, with regard to the condemnation proceeding authorized herein without further action of this Board.

Section 5. **Purchase of Property.** The Office of the County Engineer is authorized to acquire the property interests described in Project Parcel No. 4AR by gift, purchase, or condemnation. In furtherance thereof, the Office of the County Engineer is authorized to make a binding offer to the property owner or his or her representative to acquire such property interests in an amount not to exceed 120% of the current full compensation appraised value of such interests including any severance damages as determined by the county's engaged real estate appraiser in an up-to-date appraisal, and business damages, and business damages, if any, without further authorization from the Board. Should the County purchase the property interest to be acquired from **Project Parcel No. 30 AL**, prior to the commencement of condemnation proceedings, or prior to acquiring title to said Parcel in the condemnation proceedings, the County Attorney is authorized to omit or dismiss said parcel so acquired from the condemnation proceedings.

Section 6. The County, its officers, employees and attorneys, are hereby authorized and directed, if necessary, to institute and prosecute such actions as may be proper for the acquisition of the fee simple title in **Project Parcel No. 30 AL** by eminent domain proceedings pursuant to Chapters 73 and 76, Florida Statutes.

Section 7. **Authority of County Engineer Regarding Construction Plans.** The County Engineer or her designee is authorized to have the construction plans updated, revised or corrected, and to utilize such plans in the condemnation action, including binding the Board to said plans, updates, revisions or corrections, without further action of the Board.

Section 8. **Interest to Be Acquired.** Pursuant to Section 127.01, Fla. Stat. (2023), subsection (1)(a), the fee simple absolute title to all property so taken and acquired shall vest in the county unless the county seeks to condemn a lesser particular right or estate in such property. In this case, the Board hereby determines that the property interest to be acquired from **Project Parcel No. 30 AL** is Fee Simple Right of

Way and the Board authorizes the acquisition of such interest by the acquisition of said Parcel.

Section 9. **Acquisition in Advance of Final Judgment.** The Board hereby authorizes the County Attorney to take possession and title of the takings from **Project Parcel No. 30 AL** in advance of the entry of final judgment, including by filing a declaration of taking pursuant to Section 74.031, Florida Statutes.

Section 10. **Directions to Clerk of Circuit Court.** The Clerk of the Circuit Court of Marion County, Florida, is directed to accept for deposit any and all funds delivered by the County with respect to the acquisition of the property interest from **Project Parcel No. 30 AL** and costs and expenses related thereto in the Registry of the Circuit Court for the Fifth Judicial Circuit in and for Marion County, Florida, as required by law in condemnation proceedings.

Section 11. **Effective Date.** This Resolution shall take effect immediately upon adoption.

DULY RESOLVED this _____ day of _____, 2024.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

MICHELLE STONE, CHAIR

ATTEST:

GREGORY C. HARRELL, CLERK

P.I.D.# 8009-1185-43

DESCRIPTION:

A PORTION OF LOT 43, BLOCK 1185 OF MARION OAKS UNIT NINE, AS PLAT THEREOF RECORDED IN PLAT BOOK "O" PAGES 164 THROUGH 193 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID LOT 43, THENCE ALONG THE WESTERLY BOUNDARY OF SAID LOT 43 N.00°01'52"E., 6.17 FEET TO A POINT NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 670.00 FEET, A CENTRAL ANGLE OF 06°54'44", AND A CHORD BEARING AND DISTANCE OF N.77°59'08"E., 80.78 FEET; THENCE DEPARTING SAID WESTERLY BOUNDARY, EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 80.83 FEET TO THE EASTERLY BOUNDARY OF SAID LOT 43; THENCE ALONG SAID EASTERLY BOUNDARY S.01°30'14"W., 24.04 FEET TO THE SOUTHEAST CORNER OF SAID LOT 43 ON THE NORTH RIGHT OF WAY OF MARION OAK MANOR (A 100' RIGHT OF WAY PER SAID MARION OAKS UNIT NINE), SAID POINT BEING A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 3,050.00 FEET, A CENTRAL ANGLE OF 01°28'22", AND A CHORD BEARING AND DISTANCE OF N.89°14'03"W., 78.39 FEET; THENCE ALONG SAID NORTH RIGHT OF WAY WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 78.40 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 0.03 ACRES, MORE OR LESS.

EXHIBIT "A"

**SKETCH OF DESCRIPTION FOR:
MARION COUNTY
SECTION 21 TOWNSHIP 17 SOUTH, RANGE 21 EAST,
MARION COUNTY, FLORIDA
"SW 49 SEGMENT F"**

DESCRIPTION:

A PORTION OF LOT 43, BLOCK 1185 OF MARION OAKS UNIT NINE, AS PLAT THEREOF RECORDED IN PLAT BOOK "O" PAGES 164 THROUGH 193 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:


BEGIN AT THE SOUTHWEST CORNER OF SAID LOT 43, THENCE ALONG THE WESTERLY BOUNDARY OF SAID LOT 43 N.00°01'52"E., 6.17 FEET TO A POINT NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 670.00 FEET, A CENTRAL ANGLE OF 06°54'44", AND A CHORD BEARING AND DISTANCE OF N.77°59'08"E., 80.78 FEET; THENCE DEPARTING SAID WESTERLY BOUNDARY, EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 80.83 FEET TO THE EASTERLY BOUNDARY OF SAID LOT 43; THENCE ALONG SAID EASTERLY BOUNDARY S.01°30'14"W., 24.04 FEET TO THE SOUTHEAST CORNER OF SAID LOT 43 ON THE NORTH RIGHT OF WAY OF MARION OAK MANOR (A 100' RIGHT OF WAY PER SAID MARION OAKS UNIT NINE), SAID POINT BEING A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 3,050.00 FEET, A CENTRAL ANGLE OF 01°28'22", AND A CHORD BEARING AND DISTANCE OF N.89°14'03"W., 78.39 FEET; THENCE ALONG SAID NORTH RIGHT OF WAY WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 78.40 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 0.03 ACRES, MORE OR LESS.

NOTES:

1. DATE OF SKETCH: AUGUST 1, 2023.
2. SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
3. UNLESS OTHERWISE SHOWN, UNDERGROUND IMPROVEMENTS NOT LOCATED.
4. PUBLIC RECORDS NOT SEARCHED BY JCH CONSULTING GROUP, INC.
5. BEARINGS SHOWN HEREON ARE RELATIVE TO AN ASSUMED ON WESTERLY BOUNDARY OF LOT 43, BLOCK 1185, MARION OAKS UNIT NINE, AS RECORDED IN PLAT BOOK "O", PAGES 164 THROUGH 193, MARION COUNTY, FLORIDA. AS BEING N.00°01'52"E.
6. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
7. THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM JCH CONSULTING GROUP, INC.

NOTE: THIS IS NOT A SURVEY
SHEET 1 OF 2
ONE IS NOT COMPLETE
WITHOUT THE OTHER

LEGEND:

	LINE BREAK	P.C.	POINT OF CURVATURE
R/W	RIGHT-OF-WAY	P.I.	POINT OF INTERSECTION
CONC.	CONCRETE	L	ARC LENGTH
LS	LAND SURVEYOR	R	RADIUS
LB	LICENSED BUSINESS	Δ	DELTA (CENTRAL ANGLE)
NO.	NUMBER	CB	CHORD BEARING
CL	CENTERLINE	CH	CHORD DISTANCE
		O	CHANGE IN DIRECTION

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

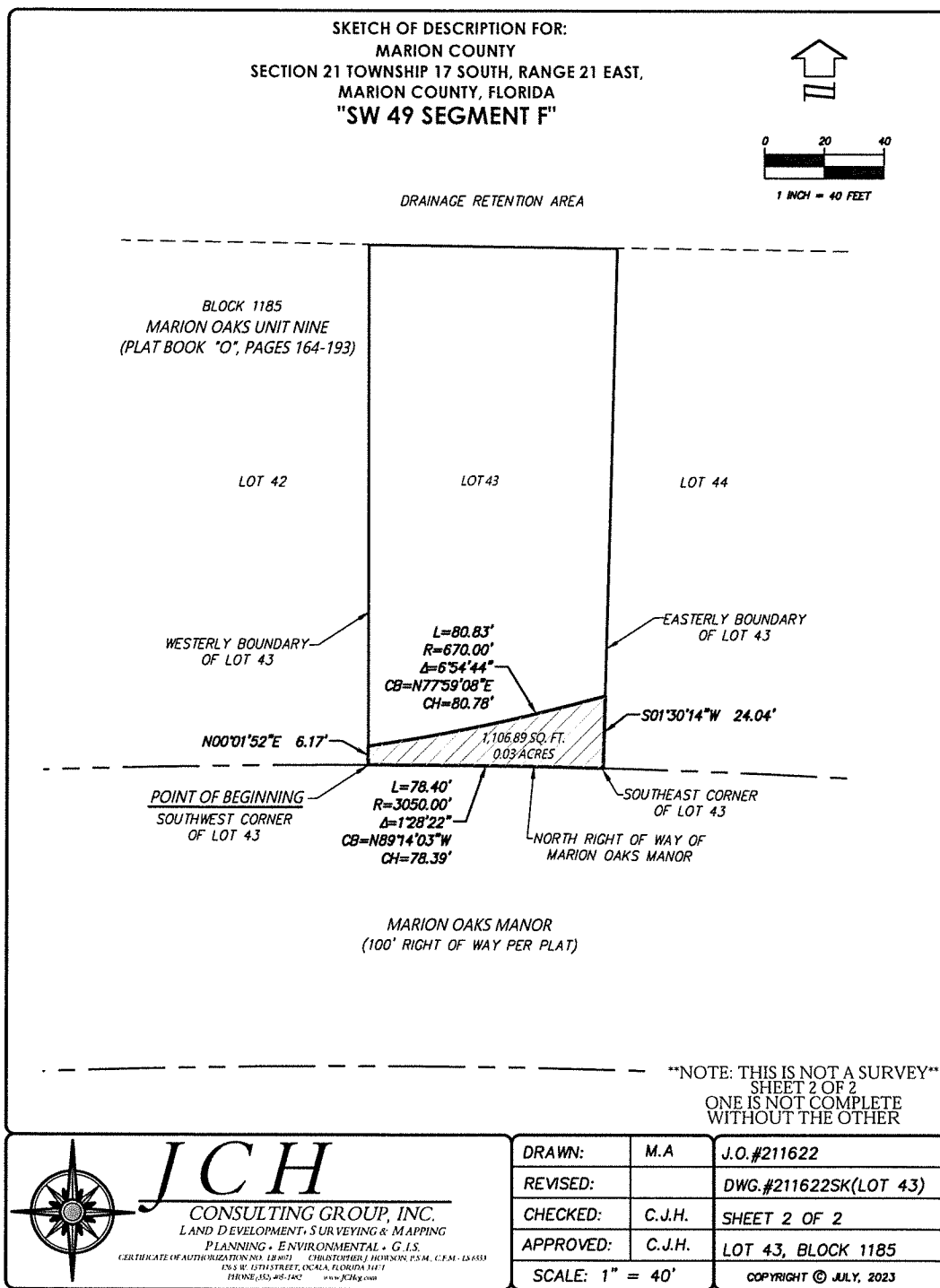
CHRISTOPHER J. HOWSON, P.S.M., C.F.M. - LS 6553
OF JCH CONSULTING GROUP, INC.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER



DRAWN:	M.A.	J.O.#211622
REVISED:		DWG.#211622SK(LOT 43)
CHECKED:	C.J.H.	SHEET 1 OF 2
APPROVED:	C.J.H.	LOT 43, BLOCK 1185
SCALE: ---		COPYRIGHT © JULY, 2023

EXHIBIT "B"



RESOLUTION NO. 24-R-_____

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

OWNERS:

**Teresa Griffin
15121 SW 46th Circle
Ocala, Florida 34473**

TAX IDENTIFICATION NUMBER:

8001-0122-07

PROJECT PARCEL NUMBER:

15 CW

☒ [X] Fee Simple Whole Take

☐ [] Fee Simple Partial Right of Way

☐ [] Temporary Construction Easement

WHEREAS, Art. X, Sec. 6, Florida Constitution, provides general restrictions on the government's exercise of its power of eminent domain, including, but not limited to, the provision that no private property shall be taken except for a public purpose and with full compensation therefore paid to each owner or secured by deposit in the registry of the court and available to the owner; and

WHEREAS, Section 127.01, Fla. Stat. (2023), subsection (1)(a) provides that each county of the state is delegated authority to exercise the right and power of eminent domain; that is, the right to appropriate property, except state or federal, for any county purpose; and

WHEREAS, Section 127.02, Fla. Stat. (2023) provides that the board of county commissioners may not exercise its power of eminent domain unless the board adopts a resolution authorizing the acquisition of a property, real or personal, by eminent domain for any county use or purpose designated in such resolution, subject to the limitations set forth in Sections 73.013 and 73.014, Fla. Stat. (2023); and

WHEREAS, Section 127.01, Fla. Stat. (2023), subsection (1)(b) further provides that each county is further authorized to exercise the eminent domain power granted to the Department of Transportation by s. 337.27(1), the transportation corridor protection provisions of Section 337.273, Fla. Stat. (2023) and the right of entry onto property pursuant to Section 337.274, Fla. Stat. (2023); and

WHEREAS, Section 337.27, Fla. Stat. (2023), subsection (1) grants the Department of Transportation the power of eminent domain to condemn all necessary lands and property, including rights of access, air, view, and light, whether public or private, for the purpose of securing and utilizing transportation rights-of-way, including, but not limited to, any lands reasonably necessary for securing applicable permits, areas necessary for management of access, borrow pits, drainage ditches, water retention areas, rest areas, replacement access for landowners whose access is impaired due to the construction of a facility, and replacement rights-of-way for relocated rail and utility facilities; for existing, proposed, or anticipated transportation facilities on the State Highway System or State Park Road System; or in a transportation corridor designated by the department; or for the purpose of screening, relocation, removal, or disposal of junkyards and scrap metal processing facilities. The department shall also have the power to condemn any material and property for such purposes; and

WHEREAS, Section 337.273, Fla. Stat. (2023) provides in part at subsection (1)(c) that the designation and management of transportation corridors and the planning and development of transportation facilities within transportation corridors will substantially assist in allowing government to alleviate traffic congestion and transportation facility overcrowding, aid in the development of an effective transportation system that is coordinated with land use planning, assist in planning for future growth, enable compliance with concurrency requirements, and alleviate the heretofore described health, safety, and welfare liabilities to the public; and

WHEREAS, the Project that is the subject of this Resolution is the SW 49th AVENUE S PHASE ROAD IMPROVEMENT PROJECT described in the Preliminary Engineering Report originally prepared by Kimley-Horn and Associates, Inc. on January 22, 2018 and approved by the Marion County Board of County Commissioners on February 6, 2018 and has been listed on the approved Transportation Improvement Program adopted by Marion County; and

WHEREAS, the Board of County Commissioners, as part of its approval of the foregoing Preliminary Engineering Report, considered alternative designs and routes, cost, safety, environmental factors, and long term area planning in concluding that the acquisition of the specific property interests identified herein is necessary and in the best interests of the public, and that all conditions precedent to the acquisition of such property interests have been, or will be met, prior to commencement of the filing of an action in eminent domain with respect to such property interests; and

WHEREAS, Section 337.274, Fla. Stat. (2023), provides that the Department of Transportation and its authorized agents and employees are authorized to enter upon any lands, waters, and premises, upon giving reasonable notice to the landowner, for the purpose of making surveys, soundings, drillings, appraisals, environmental assessments, archeological assessments, and examinations necessary to perform its duties and functions; and any such entry shall not be deemed a trespass or an entry that would constitute a taking in an eminent domain proceeding. The department shall make reimbursement for any actual damages to such lands, water, and premises as a result of such activities; and

WHEREAS, Ch. 73, Fla. Stat. (2023) provides general substantive and procedural requirements and limitations on a county's exercise of the power of eminent domain; and

WHEREAS, Section 73.015, Fla. Stat. (2023), subsection (1), provides requirements for pre-suit negotiation with the fee owner of the property to be acquired by eminent domain; and

WHEREAS, Section 73.015, Fla. Stat. (2023), subsection (2) provides requirements for notification of business owners, including lessees, who operate a business located on the property to be acquired; and

WHEREAS, Chapter 74, Fla. Stat. (2023) provides authority and procedures for counties to take possession and title of parcels or property interests acquired by eminent domain in advance of entry of final judgment; and

WHEREAS, the Board of County Commissioners of Marion County (hereafter, "Board") is undertaking a project for the construction of roadway and related improvements for the SW 49th AVENUE S PHASE ROAD IMPROVEMENT PROJECT in Marion County, Florida (hereafter, "**Project**"); and

WHEREAS, the Project may include the undertaking or making some or all of the following improvements, construction or related activities: construction of new roads for vehicular traffic, reconfiguring intersections, bike lanes, sidewalks, drainage swales, embankments, driveways and culverts, drainage retention areas and other stormwater drainage or retention facilities, intersection improvements; landscaping; relocating or reconstruction of power and traffic signal poles and traffic signal equipment; and improved utilities,

WHEREAS, the Board has determined that it is in the best interests of the citizens of Marion County and for the safe and efficient movement of vehicular and pedestrian traffic, to construct the Project in Marion County, Florida, without limitation, by performing, undertaking or making, some or all of the following improvements, construction of new roads for vehicular traffic, reconfiguring intersections, bike lanes, sidewalks, drainage swales, embankments, driveways and culverts, drainage retention areas and other stormwater drainage or retention facilities, intersection improvements; landscaping;

relocating or reconstruction of power and traffic signal poles and traffic signal equipment; and improved utilities, and

WHEREAS, the Project is and has been listed on the approved Transportation Improvement Program adopted by the Board of County Commissioners; and

WHEREAS, the Project will develop a portion of SW 49th Avenue and will alleviate traffic congestion on other facilities, and connect to other major collector and arterial roads.

WHEREAS, the County Engineer has caused to be designed the Project, compiled construction plans for the Project, and has determined the area and location of properties necessary for final construction of the Project and to accommodate anticipated right-of-way requirements in the reasonably foreseeable future. The County has determined the necessity to acquire the property interest of Fee Simple Right of Way (hereinafter, "the property interest") from **Project Parcel No. 15 CW** described in **Exhibit "A," and Exhibit "B,"** attached hereto and incorporated herein by reference, in order to construct the Project as designed; and

WHEREAS, the Board hereby finds and determines that all conditions precedent to acquiring the property interests described and identified in **Exhibit "A," and Exhibit "B"** have been met by Marion County. Specifically, before approving the acquisition of the property interests described herein, the Board has considered and weighed, where applicable, factors of safety, benefits to the public, costs, availability of alternatives, long range area planning and environmental factors, as well as any other relevant factors. The Board further finds that the required notifications to appropriate state and local agencies have been made. The Board further finds that all necessary governmental permits have been obtained or there is a reasonable probability that such permits will be obtained.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, as follows:

Section 1. **Adoption.** The Board hereby adopts the facts contained in the foregoing WHEREAS Clauses and the same are made a part of this Resolution.

Section 2. **Construction Plans.** The County has surveyed and located its line or area of construction, and developed construction plans reflecting the property interest to be acquired from **Project Parcel No. 15 CW** described in **Exhibit "A" and Exhibit "B"** hereof required for the Project, which plans and maps have been reviewed by the Board and are approved for use (as they now exist or as hereafter updated, revised or corrected as set forth below), and such plans and maps may be filed with the Clerk of the Circuit Court in and for Marion County, Florida, together with a certified copy of this Resolution. (The information, if any, in the attached **Exhibit "A" and Exhibit "B"** as to the name of the property owner, the property's tax identification number, and the legal description of the property interest to be acquired from **Project Parcel No. 15 CW** is for information

purposes only. Such information may be corrected or updated by the County Attorney or County Engineer or his or her designee.

Section 3. **Public Purpose and Necessity.** The Board hereby finds and determines that the road improvement Project described herein is for a public purpose and the condemnation of the property interest to be acquired from **Project Parcel No. 15 CW** is necessary for the construction of such Project.

Section 4. **Description of Property.** The Board further authorizes the County Surveyor or Project surveyor and County Attorney to correct minor errors or scrivener's errors to the description of the property interest to be acquired from **Project Parcel No. 15 CW** if any, with regard to the condemnation proceeding authorized herein without further action of this Board.

Section 5. **Purchase of Property.** The Office of the County Engineer is authorized to acquire the property interests described in Project Parcel No. 4AR by gift, purchase, or condemnation. In furtherance thereof, the Office of the County Engineer is authorized to make a binding offer to the property owner or his or her representative to acquire such property interests in an amount not to exceed 120% of the current full compensation appraised value of such interests including any severance damages as determined by the county's engaged real estate appraiser in an up-to-date appraisal, and business damages, and business damages, if any, without further authorization from the Board. Should the County purchase the property interest to be acquired from **Project Parcel No. 15 CW**, prior to the commencement of condemnation proceedings, or prior to acquiring title to said Parcel in the condemnation proceedings, the County Attorney is authorized to omit or dismiss said parcel so acquired from the condemnation proceedings.

Section 6. The County, its officers, employees and attorneys, are hereby authorized and directed, if necessary, to institute and prosecute such actions as may be proper for the acquisition of the fee simple title in **Project Parcel No. 15 CW** by eminent domain proceedings pursuant to Chapters 73 and 76, Florida Statutes.

Section 7. **Authority of County Engineer Regarding Construction Plans.** The County Engineer or her designee is authorized to have the construction plans updated, revised or corrected, and to utilize such plans in the condemnation action, including binding the Board to said plans, updates, revisions or corrections, without further action of the Board.

Section 8. **Interest to Be Acquired.** Pursuant to Section 127.01, Fla. Stat. (2023), subsection (1)(a), the fee simple absolute title to all property so taken and acquired shall vest in the county unless the county seeks to condemn a lesser particular right or estate in such property. In this case, the Board hereby determines that the property interest to be acquired from **Project Parcel No. 15 CW** is Fee Simple Right of

Way and the Board authorizes the acquisition of such interest by the acquisition of said Parcel.

Section 9. **Acquisition in Advance of Final Judgment.** The Board hereby authorizes the County Attorney to take possession and title of the takings from **Project Parcel No. 15 CW** in advance of the entry of final judgment, including by filing a declaration of taking pursuant to Section 74.031, Florida Statutes.

Section 10. **Directions to Clerk of Circuit Court.** The Clerk of the Circuit Court of Marion County, Florida, is directed to accept for deposit any and all funds delivered by the County with respect to the acquisition of the property interest from **Project Parcel No. 15 CW** and costs and expenses related thereto in the Registry of the Circuit Court for the Fifth Judicial Circuit in and for Marion County, Florida, as required by law in condemnation proceedings.

Section 11. **Effective Date.** This Resolution shall take effect immediately upon adoption.

DULY RESOLVED this _____ day of _____, 2024.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

MICHELLE STONE, CHAIR

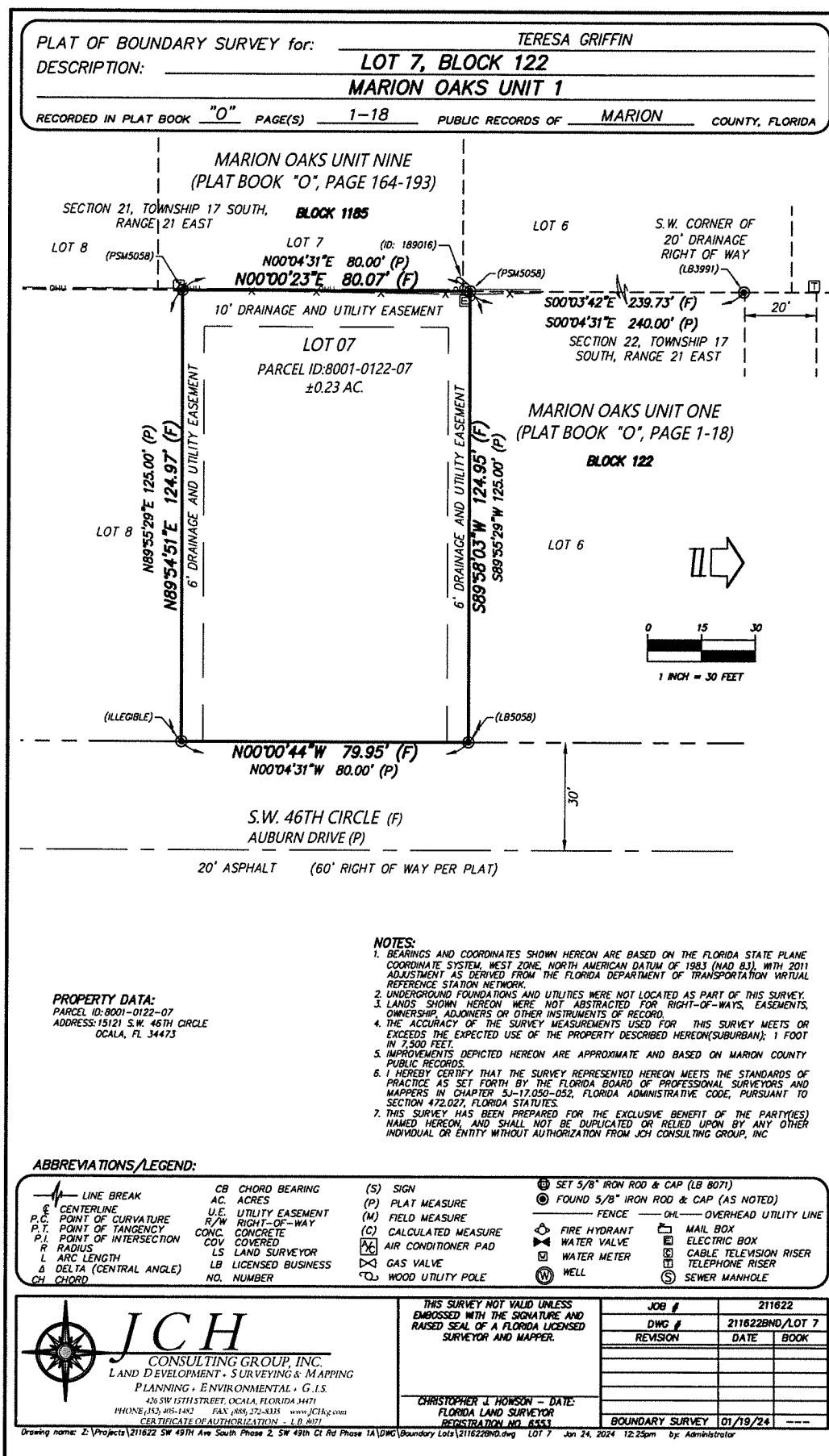
ATTEST:

GREGORY C. HARRELL, CLERK

P.I.D.# 8001-0122-07

Lot 7, Block 122 MARION OAKS UNIT ONE, as per plat thereof recorded in Plat Book O, Pages 1 through 18, Public Records of Marion County, Florida.

EXHIBIT "A"



RESOLUTION NO. 24-R-_____

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

OWNERS:

**Delroy Wright and Margaret Wright
519 Marion Oaks Manor
Ocala, Florida 34473**

TAX IDENTIFICATION NUMBER:

8001-0121-39

PROJECT PARCEL NUMBER:

4 AR

☒ Fee Simple Whole Take

☐ Fee Simple Partial Right of Way

☐ Temporary Construction Easement

WHEREAS, Art. X, Sec. 6, Florida Constitution, provides general restrictions on the government's exercise of its power of eminent domain, including, but not limited to, the provision that no private property shall be taken except for a public purpose and with full compensation therefore paid to each owner or secured by deposit in the registry of the court and available to the owner; and

WHEREAS, Section 127.01, Fla. Stat. (2023), subsection (1)(a) provides that each county of the state is delegated authority to exercise the right and power of eminent domain; that is, the right to appropriate property, except state or federal, for any county purpose; and

WHEREAS, Section 127.02, Fla. Stat. (2023) provides that the board of county commissioners may not exercise its power of eminent domain unless the board adopts a resolution authorizing the acquisition of a property, real or personal, by eminent domain for any county use or purpose designated in such resolution, subject to the limitations set forth in Sections 73.013 and 73.014, Fla. Stat. (2023); and

WHEREAS, Section 127.01, Fla. Stat. (2023), subsection (1)(b) further provides that each county is further authorized to exercise the eminent domain power granted to the Department of Transportation by s. 337.27(1), the transportation corridor protection provisions of Section 337.273, Fla. Stat. (2023) and the right of entry onto property pursuant to Section 337.274, Fla. Stat. (2023); and

WHEREAS, Section 337.27, Fla. Stat. (2023), subsection (1) grants the Department of Transportation the power of eminent domain to condemn all necessary lands and property, including rights of access, air, view, and light, whether public or private, for the purpose of securing and utilizing transportation rights-of-way, including, but not limited to, any lands reasonably necessary for securing applicable permits, areas necessary for management of access, borrow pits, drainage ditches, water retention areas, rest areas, replacement access for landowners whose access is impaired due to the construction of a facility, and replacement rights-of-way for relocated rail and utility facilities; for existing, proposed, or anticipated transportation facilities on the State Highway System or State Park Road System; or in a transportation corridor designated by the department; or for the purpose of screening, relocation, removal, or disposal of junkyards and scrap metal processing facilities. The department shall also have the power to condemn any material and property for such purposes; and

WHEREAS, Section 337.273, Fla. Stat. (2023) provides in part at subsection (1)(c) that the designation and management of transportation corridors and the planning and development of transportation facilities within transportation corridors will substantially assist in allowing government to alleviate traffic congestion and transportation facility overcrowding, aid in the development of an effective transportation system that is coordinated with land use planning, assist in planning for future growth, enable compliance with concurrency requirements, and alleviate the heretofore described health, safety, and welfare liabilities to the public; and

WHEREAS, the Project that is the subject of this Resolution is the SW 49th AVENUE S PHASE ROAD IMPROVEMENT PROJECT described in the Preliminary Engineering Report originally prepared by Kimley-Horn and Associates, Inc. on January 22, 2018 and approved by the Marion County Board of County Commissioners on February 6, 2018 and has been listed on the approved Transportation Improvement Program adopted by Marion County; and

WHEREAS, the Board of County Commissioners, as part of its approval of the foregoing Preliminary Engineering Report, considered alternative designs and routes, cost, safety, environmental factors, and long term area planning in concluding that the acquisition of the specific property interests identified herein is necessary and in the best interests of the public, and that all conditions precedent to the acquisition of such property interests have been, or will be met, prior to commencement of the filing of an action in eminent domain with respect to such property interests; and

WHEREAS, Section 337.274, Fla. Stat. (2023), provides that the Department of Transportation and its authorized agents and employees are authorized to enter upon any lands, waters, and premises, upon giving reasonable notice to the landowner, for the purpose of making surveys, soundings, drillings, appraisals, environmental assessments, archeological assessments, and examinations necessary to perform its duties and functions; and any such entry shall not be deemed a trespass or an entry that would constitute a taking in an eminent domain proceeding. The department shall make reimbursement for any actual damages to such lands, water, and premises as a result of such activities; and

WHEREAS, Ch. 73, Fla. Stat. (2023) provides general substantive and procedural requirements and limitations on a county's exercise of the power of eminent domain; and

WHEREAS, Section 73.015, Fla. Stat. (2023), subsection (1), provides requirements for pre-suit negotiation with the fee owner of the property to be acquired by eminent domain; and

WHEREAS, Section 73.015, Fla. Stat. (2023), subsection (2) provides requirements for notification of business owners, including lessees, who operate a business located on the property to be acquired; and

WHEREAS, Chapter 74, Fla. Stat. (2023) provides authority and procedures for counties to take possession and title of parcels or property interests acquired by eminent domain in advance of entry of final judgment; and

WHEREAS, the Board of County Commissioners of Marion County (hereafter, "Board") is undertaking a project for the construction of roadway and related improvements for the SW 49th AVENUE S PHASE ROAD IMPROVEMENT PROJECT in Marion County, Florida (hereafter, "**Project**"); and

WHEREAS, the Project may include the undertaking or making some or all of the following improvements, construction or related activities: construction of new roads for vehicular traffic, reconfiguring intersections, bike lanes, sidewalks, drainage swales, embankments, driveways and culverts, drainage retention areas and other stormwater drainage or retention facilities, intersection improvements; landscaping; relocating or reconstruction of power and traffic signal poles and traffic signal equipment; and improved utilities,

WHEREAS, the Board has determined that it is in the best interests of the citizens of Marion County and for the safe and efficient movement of vehicular and pedestrian traffic, to construct the Project in Marion County, Florida, without limitation, by performing, undertaking or making, some or all of the following improvements, construction of new roads for vehicular traffic, reconfiguring intersections, bike lanes, sidewalks, drainage swales, embankments, driveways and culverts, drainage retention areas and other stormwater drainage or retention facilities, intersection improvements; landscaping;

relocating or reconstruction of power and traffic signal poles and traffic signal equipment; and improved utilities, and

WHEREAS, the Project is and has been listed on the approved Transportation Improvement Program adopted by the Board of County Commissioners; and

WHEREAS, the Project will develop a portion of SW 49th Avenue and will alleviate traffic congestion on other facilities, and connect to other major collector and arterial roads.

WHEREAS, the County Engineer has caused to be designed the Project, compiled construction plans for the Project, and has determined the area and location of properties necessary for final construction of the Project and to accommodate anticipated right-of-way requirements in the reasonably foreseeable future. The County has determined the necessity to acquire the property interest of Fee Simple Right of Way (hereinafter, "the property interest") from **Project Parcel No. 4 AR** described in **Exhibit "A," and Exhibit "B,"** attached hereto and incorporated herein by reference, in order to construct the Project as designed; and

WHEREAS, the Board hereby finds and determines that all conditions precedent to acquiring the property interests described and identified in **Exhibit "A," and Exhibit "B"** have been met by Marion County. Specifically, before approving the acquisition of the property interests described herein, the Board has considered and weighed, where applicable, factors of safety, benefits to the public, costs, availability of alternatives, long range area planning and environmental factors, as well as any other relevant factors. The Board further finds that the required notifications to appropriate state and local agencies have been made. The Board further finds that all necessary governmental permits have been obtained or there is a reasonable probability that such permits will be obtained.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, as follows:

Section 1. **Adoption.** The Board hereby adopts the facts contained in the foregoing WHEREAS Clauses and the same are made a part of this Resolution.

Section 2. **Construction Plans.** The County has surveyed and located its line or area of construction, and developed construction plans reflecting the property interest to be acquired from **Project Parcel No. 4 AR** described in **Exhibit "A" and Exhibit "B"** hereof required for the Project, which plans and maps have been reviewed by the Board and are approved for use (as they now exist or as hereafter updated, revised or corrected as set forth below), and such plans and maps may be filed with the Clerk of the Circuit Court in and for Marion County, Florida, together with a certified copy of this Resolution. (The information, if any, in the attached **Exhibit "A" and Exhibit "B"** as to the name of the property owner, the property's tax identification number, and the legal description of the property interest to be acquired from **Project Parcel No. 4 AR** is for information

purposes only. Such information may be corrected or updated by the County Attorney or County Engineer or his or her designee.

Section 3. **Public Purpose and Necessity.** The Board hereby finds and determines that the road improvement Project described herein is for a public purpose and the condemnation of the property interest to be acquired from **Project Parcel No. 4 AR** is necessary for the construction of such Project.

Section 4. **Description of Property.** The Board further authorizes the County Surveyor or Project surveyor and County Attorney to correct minor errors or scrivener's errors to the description of the property interest to be acquired from **Project Parcel No. 4 AR** if any, with regard to the condemnation proceeding authorized herein without further action of this Board.

Section 5. **Purchase of Property.** The Office of the County Engineer is authorized to acquire the property interests described in Project Parcel No. 4AR by gift, purchase, or condemnation. In furtherance thereof, the Office of the County Engineer is authorized to make a binding offer to the property owner or his or her representative to acquire such property interests in an amount not to exceed 120% of the current full compensation appraised value of such interests including any severance damages as determined by the county's engaged real estate appraiser in an up-to-date appraisal, and business damages, and business damages, if any, without further authorization from the Board. Should the County purchase the property interest to be acquired from **Project Parcel No. 4 AR**, prior to the commencement of condemnation proceedings, or prior to acquiring title to said Parcel in the condemnation proceedings, the County Attorney is authorized to omit or dismiss said parcel so acquired from the condemnation proceedings.

Section 6. The County, its officers, employees and attorneys, are hereby authorized and directed, if necessary, to institute and prosecute such actions as may be proper for the acquisition of the fee simple title in **Project Parcel No. 4 AR** by eminent domain proceedings pursuant to Chapters 73 and 76, Florida Statutes.

Section 7. **Authority of County Engineer Regarding Construction Plans.** The County Engineer or her designee is authorized to have the construction plans updated, revised or corrected, and to utilize such plans in the condemnation action, including binding the Board to said plans, updates, revisions or corrections, without further action of the Board.

Section 8. **Interest to Be Acquired.** Pursuant to Section 127.01, Fla. Stat. (2023), subsection (1)(a), the fee simple absolute title to all property so taken and acquired shall vest in the county unless the county seeks to condemn a lesser particular right or estate in such property. In this case, the Board hereby determines that the property interest to be acquired from **Project Parcel No. 4 AR** is Fee Simple Right of

Way and the Board authorizes the acquisition of such interest by the acquisition of said Parcel.

Section 9. **Acquisition in Advance of Final Judgment.** The Board hereby authorizes the County Attorney to take possession and title of the takings from **Project Parcel No. 4 AR** in advance of the entry of final judgment, including by filing a declaration of taking pursuant to Section 74.031, Florida Statutes.

Section 10. **Directions to Clerk of Circuit Court.** The Clerk of the Circuit Court of Marion County, Florida, is directed to accept for deposit any and all funds delivered by the County with respect to the acquisition of the property interest from **Project Parcel No. 4 AR** and costs and expenses related thereto in the Registry of the Circuit Court for the Fifth Judicial Circuit in and for Marion County, Florida, as required by law in condemnation proceedings.

Section 11. **Effective Date.** This Resolution shall take effect immediately upon adoption.

DULY RESOLVED this _____ day of _____, 2024.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

MICHELLE STONE, CHAIR

ATTEST:

GREGORY C. HARRELL, CLERK

P.I.D.# 8001-0121-39

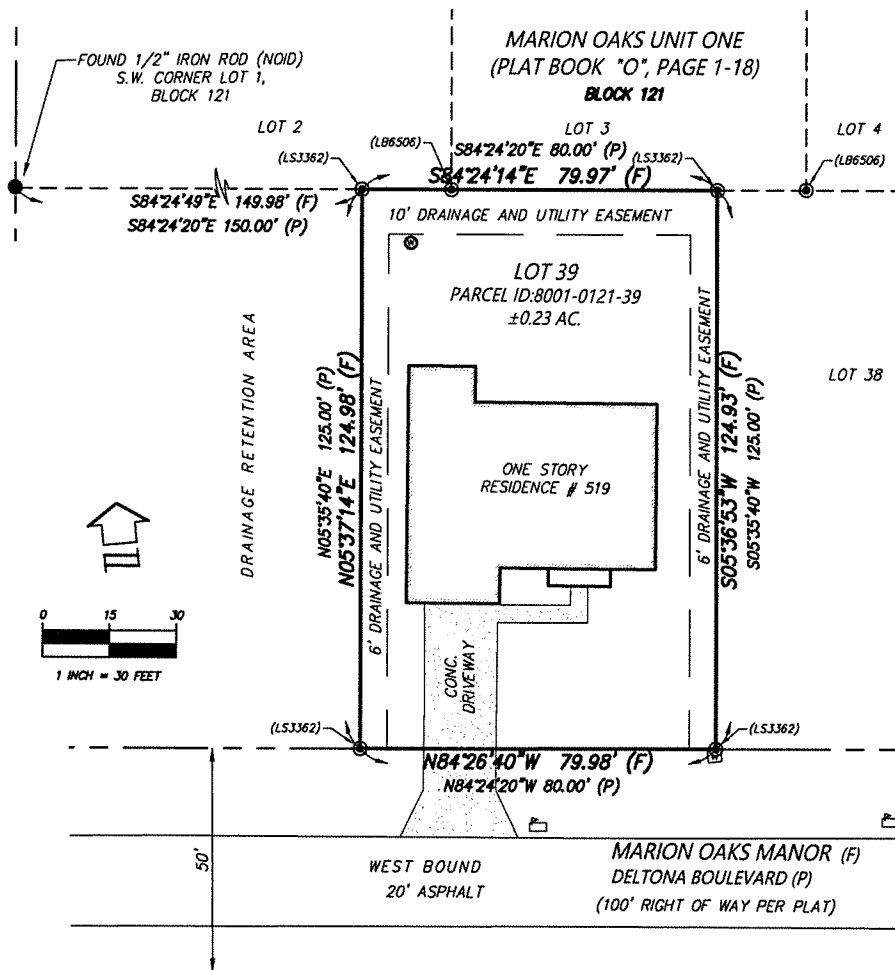
Lot 39, Block 121 MARION OAKS UNIT ONE, as per plat thereof recorded in Plat Book O, Pages 1 through 18, Public Records of Marion County, Florida.

EXHIBIT "A"

DESCRIPTION: LOT 39, BLOCK 121

MARION OAKS UNIT 1

RECORDED IN PLAT BOOK "0" PAGE(S) 1-18 PUBLIC RECORDS OF MARION COUNTY, FLORIDA






















PROPERTY DATA:

PARCEL ID: 8001-0121-39
ADDRESS: 519 MARION OAKS MANOR,
OCALA, FL 34473

NOTES:

1. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD 83), WITH 2011 ADJUSTMENT AS DERIVED FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION VIRTUAL REFERENCE STATION NETWORK.
2. UNDERGROUND FOUNDATIONS AND UTILITIES ARE NOT LOCATED AS PART OF THIS SURVEY.
3. THE SURVEY HEREON HAS NOT BEEN EXTRACTED FOR RIGHT-OF-WAYS, EASEMENTS, OWNERSHIP, ADJUNCTION OR OTHER INSTRUMENTAL RECORD.
4. THE ACCURACY OF THE SURVEY MEASUREMENTS USED FOR THIS SURVEY MEETS OR EXCEEDS THE EXPECTED USE OF THE PROPERTY DESCRIBED HEREON (SUBURBAN); 1 FOOT IN 7,500 FEET.
5. IMPROVEMENTS DEPICTED HEREON ARE APPROXIMATE AND BASED ON MARION COUNTY PLAT MAPS.
6. I HEREBY CERTIFY THAT THE SURVEY REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 54-170.05-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.
7. THIS SURVEY HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON. THESE PLATS SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM JCH CONSULTING GROUP, INC.

ABBREVIATIONS/LEGEND:

	LINE BREAK	AC ACRES	LB LICENSED BUSINESS		SET 5/8" IRON ROD & CAP (LB 8071)
	CENTERLINE	CH DELTA (CENTRAL ANGLE)	NO. NUMBER		FOUND 5/8" IRON ROD & CAP (AS NOTED)
	P.C. POINT OF CURVATURE	CB CHORD BEARING	(P) PLAT MEASURE		FIRE HYDRANT
	P.T. POINT OF TANGENCY	U.E. UTILITY EASEMENT	(F) FIELD MEASURE		WATER VALVE
	P.I. POINT OF INTERSECTION	R/W RIGHT-OF-WAY	(C) CALCULATED MEASURE		WATER METER
	R RADIUS	CON CONCRETE			CABLE TELEVISION RISER
	L ARC LENGTH	COV COVERED	AC AIR CONDITIONER PAD		TELEPHONE RISER
		LS LAND SURVEYOR			WELL
					SEWER MANHOLE



THIS SURVEY NOT VALID UNLESS
EMBOSSED WITH THE SIGNATURE AND
RAISED SEAL OF A FLORIDA LICENSED
SURVEYOR AND MAPPER.

CHRISTOPHER J. HOWSON - DATE:
FLORIDA LAND SURVEYOR
REGISTRATION NO. 6553

JOB #	211622	
DWG #	211622BND/LOT 3	
REVISION	DATE	BOOK
BOUNDARY SURVEY	01/19/24	----

RESOLUTION NO. 24-R-_____

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

OWNERS:

**Elide Joseph
Vacant Parcel on
SW 49th Court, 34473**

TAX IDENTIFICATION NUMBER:

8009-0000-05

PROJECT PARCEL NUMBER:

17 AR

☒ [X] Fee Simple Whole Take

☐ [] Fee Simple Partial Right of Way

☐ [] Temporary Construction Easement

WHEREAS, Art. X, Sec. 6, Florida Constitution, provides general restrictions on the government's exercise of its power of eminent domain, including, but not limited to, the provision that no private property shall be taken except for a public purpose and with full compensation therefore paid to each owner or secured by deposit in the registry of the court and available to the owner; and

WHEREAS, Section 127.01, Fla. Stat. (2023), subsection (1)(a) provides that each county of the state is delegated authority to exercise the right and power of eminent domain; that is, the right to appropriate property, except state or federal, for any county purpose; and

WHEREAS, Section 127.02, Fla. Stat. (2023) provides that the board of county commissioners may not exercise its power of eminent domain unless the board adopts a resolution authorizing the acquisition of a property, real or personal, by eminent domain for any county use or purpose designated in such resolution, subject to the limitations set forth in Sections 73.013 and 73.014, Fla. Stat. (2023); and

WHEREAS, Section 127.01, Fla. Stat. (2023), subsection (1)(b) further provides that each county is further authorized to exercise the eminent domain power granted to the Department of Transportation by s. 337.27(1), the transportation corridor protection provisions of Section 337.273, Fla. Stat. (2023) and the right of entry onto property pursuant to Section 337.274, Fla. Stat. (2023); and

WHEREAS, Section 337.27, Fla. Stat. (2023), subsection (1) grants the Department of Transportation the power of eminent domain to condemn all necessary lands and property, including rights of access, air, view, and light, whether public or private, for the purpose of securing and utilizing transportation rights-of-way, including, but not limited to, any lands reasonably necessary for securing applicable permits, areas necessary for management of access, borrow pits, drainage ditches, water retention areas, rest areas, replacement access for landowners whose access is impaired due to the construction of a facility, and replacement rights-of-way for relocated rail and utility facilities; for existing, proposed, or anticipated transportation facilities on the State Highway System or State Park Road System; or in a transportation corridor designated by the department; or for the purpose of screening, relocation, removal, or disposal of junkyards and scrap metal processing facilities. The department shall also have the power to condemn any material and property for such purposes; and

WHEREAS, Section 337.273, Fla. Stat. (2023) provides in part at subsection (1)(c) that the designation and management of transportation corridors and the planning and development of transportation facilities within transportation corridors will substantially assist in allowing government to alleviate traffic congestion and transportation facility overcrowding, aid in the development of an effective transportation system that is coordinated with land use planning, assist in planning for future growth, enable compliance with concurrency requirements, and alleviate the heretofore described health, safety, and welfare liabilities to the public; and

WHEREAS, the Project that is the subject of this Resolution is the SW 49th AVENUE S PHASE ROAD IMPROVEMENT PROJECT described in the Preliminary Engineering Report originally prepared by Kimley-Horn and Associates, Inc. on January 22, 2018 and approved by the Marion County Board of County Commissioners on February 6, 2018 and has been listed on the approved Transportation Improvement Program adopted by Marion County; and

WHEREAS, the Board of County Commissioners, as part of its approval of the foregoing Preliminary Engineering Report, considered alternative designs and routes, cost, safety, environmental factors, and long term area planning in concluding that the acquisition of the specific property interests identified herein is necessary and in the best interests of the public, and that all conditions precedent to the acquisition of such property interests have been, or will be met, prior to commencement of the filing of an action in eminent domain with respect to such property interests; and

WHEREAS, Section 337.274, Fla. Stat. (2023), provides that the Department of Transportation and its authorized agents and employees are authorized to enter upon any lands, waters, and premises, upon giving reasonable notice to the landowner, for the purpose of making surveys, soundings, drillings, appraisals, environmental assessments, archeological assessments, and examinations necessary to perform its duties and functions; and any such entry shall not be deemed a trespass or an entry that would constitute a taking in an eminent domain proceeding. The department shall make reimbursement for any actual damages to such lands, water, and premises as a result of such activities; and

WHEREAS, Ch. 73, Fla. Stat. (2023) provides general substantive and procedural requirements and limitations on a county's exercise of the power of eminent domain; and

WHEREAS, Section 73.015, Fla. Stat. (2023), subsection (1), provides requirements for pre-suit negotiation with the fee owner of the property to be acquired by eminent domain; and

WHEREAS, Section 73.015, Fla. Stat. (2023), subsection (2) provides requirements for notification of business owners, including lessees, who operate a business located on the property to be acquired; and

WHEREAS, Chapter 74, Fla. Stat. (2023) provides authority and procedures for counties to take possession and title of parcels or property interests acquired by eminent domain in advance of entry of final judgment; and

WHEREAS, the Board of County Commissioners of Marion County (hereafter, "Board") is undertaking a project for the construction of roadway and related improvements for the SW 49th AVENUE S PHASE ROAD IMPROVEMENT PROJECT in Marion County, Florida (hereafter, "**Project**"); and

WHEREAS, the Project may include the undertaking or making some or all of the following improvements, construction or related activities: construction of new roads for vehicular traffic, reconfiguring intersections, bike lanes, sidewalks, drainage swales, embankments, driveways and culverts, drainage retention areas and other stormwater drainage or retention facilities, intersection improvements; landscaping; relocating or reconstruction of power and traffic signal poles and traffic signal equipment; and improved utilities,

WHEREAS, the Board has determined that it is in the best interests of the citizens of Marion County and for the safe and efficient movement of vehicular and pedestrian traffic, to construct the Project in Marion County, Florida, without limitation, by performing, undertaking or making, some or all of the following improvements, construction of new roads for vehicular traffic, reconfiguring intersections, bike lanes, sidewalks, drainage swales, embankments, driveways and culverts, drainage retention areas and other stormwater drainage or retention facilities, intersection improvements; landscaping;

relocating or reconstruction of power and traffic signal poles and traffic signal equipment; and improved utilities, and

WHEREAS, the Project is and has been listed on the approved Transportation Improvement Program adopted by the Board of County Commissioners; and

WHEREAS, the Project will develop a portion of SW 49th Avenue and will alleviate traffic congestion on other facilities, and connect to other major collector and arterial roads.

WHEREAS, the County Engineer has caused to be designed the Project, compiled construction plans for the Project, and has determined the area and location of properties necessary for final construction of the Project and to accommodate anticipated right-of-way requirements in the reasonably foreseeable future. The County has determined the necessity to acquire the property interest of Fee Simple Right of Way (hereinafter, "the property interest") from **Project Parcel No. 17 AR** described in **Exhibit "A," and Exhibit "B,"** attached hereto and incorporated herein by reference, in order to construct the Project as designed; and

WHEREAS, the Board hereby finds and determines that all conditions precedent to acquiring the property interests described and identified in **Exhibit "A," and Exhibit "B"** have been met by Marion County. Specifically, before approving the acquisition of the property interests described herein, the Board has considered and weighed, where applicable, factors of safety, benefits to the public, costs, availability of alternatives, long range area planning and environmental factors, as well as any other relevant factors. The Board further finds that the required notifications to appropriate state and local agencies have been made. The Board further finds that all necessary governmental permits have been obtained or there is a reasonable probability that such permits will be obtained.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, as follows:

Section 1. **Adoption.** The Board hereby adopts the facts contained in the foregoing WHEREAS Clauses and the same are made a part of this Resolution.

Section 2. **Construction Plans.** The County has surveyed and located its line or area of construction, and developed construction plans reflecting the property interest to be acquired from **Project Parcel No. 17 AR** described in **Exhibit "A" and Exhibit "B"** hereof required for the Project, which plans and maps have been reviewed by the Board and are approved for use (as they now exist or as hereafter updated, revised or corrected as set forth below), and such plans and maps may be filed with the Clerk of the Circuit Court in and for Marion County, Florida, together with a certified copy of this Resolution. (The information, if any, in the attached **Exhibit "A" and Exhibit "B"** as to the name of the property owner, the property's tax identification number, and the legal description of the property interest to be acquired from **Project Parcel No. 17 AR** is for information

purposes only. Such information may be corrected or updated by the County Attorney or County Engineer or his or her designee.

Section 3. **Public Purpose and Necessity.** The Board hereby finds and determines that the road improvement Project described herein is for a public purpose and the condemnation of the property interest to be acquired from **Project Parcel No. 17 AR** is necessary for the construction of such Project.

Section 4. **Description of Property.** The Board further authorizes the County Surveyor or Project surveyor and County Attorney to correct minor errors or scrivener's errors to the description of the property interest to be acquired from **Project Parcel No. 17 AR** if any, with regard to the condemnation proceeding authorized herein without further action of this Board.

Section 5. **Purchase of Property.** The Office of the County Engineer is authorized to acquire the property interests described in Project Parcel No. 4AR by gift, purchase, or condemnation. In furtherance thereof, the Office of the County Engineer is authorized to make a binding offer to the property owner or his or her representative to acquire such property interests in an amount not to exceed 120% of the current full compensation appraised value of such interests including any severance damages as determined by the county's engaged real estate appraiser in an up-to-date appraisal, and business damages, and business damages, if any, without further authorization from the Board. Should the County purchase the property interest to be acquired from **Project Parcel No. 17 AR**, prior to the commencement of condemnation proceedings, or prior to acquiring title to said Parcel in the condemnation proceedings, the County Attorney is authorized to omit or dismiss said parcel so acquired from the condemnation proceedings.

Section 6. The County, its officers, employees and attorneys, are hereby authorized and directed, if necessary, to institute and prosecute such actions as may be proper for the acquisition of the fee simple title in **Project Parcel No. 17 AR** by eminent domain proceedings pursuant to Chapters 73 and 76, Florida Statutes.

Section 7. **Authority of County Engineer Regarding Construction Plans.** The County Engineer or her designee is authorized to have the construction plans updated, revised or corrected, and to utilize such plans in the condemnation action, including binding the Board to said plans, updates, revisions or corrections, without further action of the Board.

Section 8. **Interest to Be Acquired.** Pursuant to Section 127.01, Fla. Stat. (2023), subsection (1)(a), the fee simple absolute title to all property so taken and acquired shall vest in the county unless the county seeks to condemn a lesser particular right or estate in such property. In this case, the Board hereby determines that the property interest to be acquired from **Project Parcel No. 17 AR** is Fee Simple Right of

Way and the Board authorizes the acquisition of such interest by the acquisition of said Parcel.

Section 9. **Acquisition in Advance of Final Judgment.** The Board hereby authorizes the County Attorney to take possession and title of the takings from **Project Parcel No. 17 AR** in advance of the entry of final judgment, including by filing a declaration of taking pursuant to Section 74.031, Florida Statutes.

Section 10. **Directions to Clerk of Circuit Court.** The Clerk of the Circuit Court of Marion County, Florida, is directed to accept for deposit any and all funds delivered by the County with respect to the acquisition of the property interest from **Project Parcel No. 17 AR** and costs and expenses related thereto in the Registry of the Circuit Court for the Fifth Judicial Circuit in and for Marion County, Florida, as required by law in condemnation proceedings.

Section 11. **Effective Date.** This Resolution shall take effect immediately upon adoption.

DULY RESOLVED this _____ day of _____, 2024.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

MICHELLE STONE, CHAIR

ATTEST:

GREGORY C. HARRELL, CLERK

P.I.D.# 8009-0000-05

Tract "T-5", Block 1186 of Marion Oaks Unit Nine, as Plat thereof recorded in Plat Book "O" pages 164 through 193 of the Public Records of Marion County, Florida.

EXHIBIT "A"

**SKETCH OF DESCRIPTION FOR:
MARION COUNTY
SECTION 21 TOWNSHIP 17 SOUTH, RANGE 21 EAST,
MARION COUNTY, FLORIDA
"SW 49 SEGMENT F"**

DESCRIPTION:


TRACT "T-5", BLOCK 1186 OF MARION OAKS UNIT NINE, AS PLAT THEREOF RECORDED IN PLAT BOOK "O" PAGES 164 THROUGH 193 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NOTES:

1. DATE OF SKETCH: AUGUST 16, 2023.
2. SUBJECT TO RIGHTS OF WAY, RESTRICTIONS, EASEMENTS AND RESERVATIONS OF RECORD.
3. UNLESS OTHERWISE SHOWN, UNDERGROUND IMPROVEMENTS NOT LOCATED.
4. PUBLIC RECORDS NOT SEARCHED BY JCH CONSULTING GROUP, INC.
5. BEARINGS SHOWN HEREON ARE RELATIVE TO AN ASSUMED ON NORTHERLY BOUNDARY OF TRACT "T-5", BLOCK 1186, MARION OAKS UNIT NINE, AS RECORDED IN PLAT BOOK "O", PAGES 164 THROUGH 193, MARION COUNTY, FLORIDA. AS BEING N.89°55'29"E.
6. ADDITIONS OR DELETIONS TO SURVEY MAPS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
7. THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE BENEFIT OF THE PARTY(IES) NAMED HEREON, AND SHALL NOT BE DUPLICATED OR RELIED UPON BY ANY OTHER INDIVIDUAL OR ENTITY WITHOUT AUTHORIZATION FROM JCH CONSULTING GROUP, INC.

NOTE: THIS IS NOT A SURVEY
SHEET 1 OF 2
ONE IS NOT COMPLETE
WITHOUT THE OTHER

LEGEND:

	LINE BREAK	P.C.	POINT OF CURVATURE
R/W	RIGHT-OF-WAY	P.I.	POINT OF INTERSECTION
CONC.	CONCRETE	L	ARC LENGTH
LS	LAND SURVEYOR	R	RADIUS
LB	LICENSED BUSINESS	Δ	DELTA (CENTRAL ANGLE)
NO.	NUMBER	CB	CHORD BEARING
CL	CENTERLINE	CH	CHORD DISTANCE
		○	CHANGE IN DIRECTION

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE SKETCH REPRESENTED HEREON MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050-052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

CHRISTOPHER J. HOWSON, P.S.M., C.F.M. - LS 6553
OF JCH CONSULTING GROUP, INC.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER



JCH

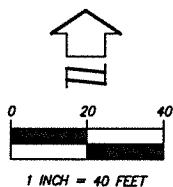
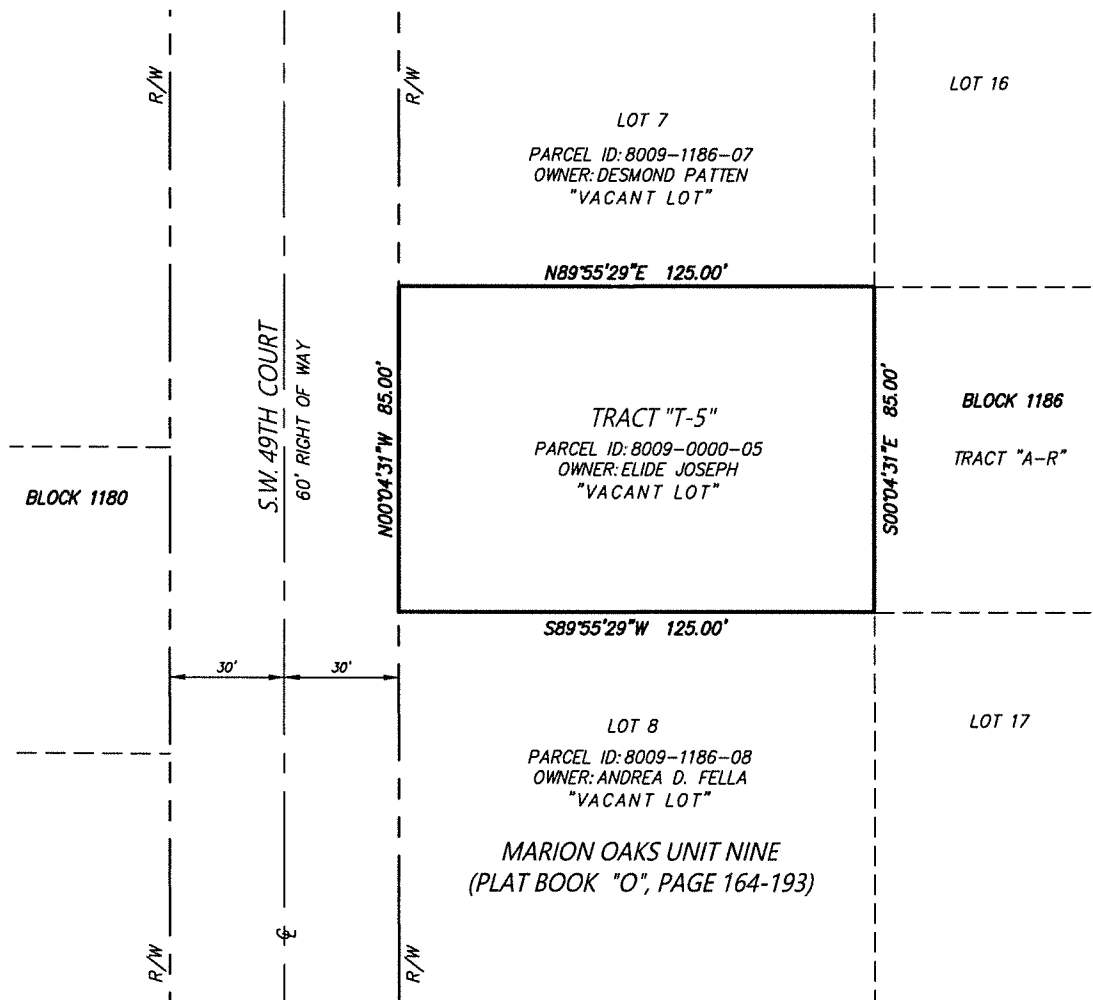
CONSULTING GROUP, INC.
LAND DEVELOPMENT • SURVEYING & MAPPING
PLANNING • ENVIRONMENTAL • G.I.S.

CERTIFICATE OF AUTHORIZATION NO. LB8671 CHRISTOPHER J. HOWSON, P.S.M., C.F.M. - LS 6553
4263 W. 15TH STREET, Ocala, FLORIDA 34471
PHONE (352) 465-1462 www.JCHky.com

DRAWN:	C.J.H.	J.O.#211622
REVISED:		DWG.#211622SK(DUKE)
CHECKED:	C.J.H.	SHEET 1 OF 2
APPROVED:	C.J.H.	DUKE SUBORDINATION
SCALE: 1" = 40'		COPYRIGHT © AUGUST, 2023

EXHIBIT "B"

SKETCH OF DESCRIPTION FOR:
MARION COUNTY
SECTION 21 TOWNSHIP 17 SOUTH, RANGE 21 EAST,
MARION COUNTY, FLORIDA
"SW 49 SEGMENT F"



NOTE: THIS IS NOT A SURVEY
SHEET 2 OF 2
ONE IS NOT COMPLETE
WITHOUT THE OTHER



JCH

CONSULTING GROUP, INC.

LAND DEVELOPMENT • SURVEYING & MAPPING

PLANNING • ENVIRONMENTAL • G.I.S.

CERTIFICATE OF AUTHORIZATION NO. 18-8071 CHRISTOPHER J. HOWSON, P.S.M., C.F.M. - 15653
426 S.W. 15TH STREET, OCALA, FLORIDA 33471
PHONE (352) 405-1482 www.jchinc.com

DRAWN:	C.J.H.	J.O. #211622
REVISED:		DWG. #211622SK(DUKE)
CHECKED:	C.J.H.	SHEET 2 OF 2
APPROVED:	C.J.H.	DUKE SUBORDINATION
SCALE: 1" = 40'		COPYRIGHT © AUGUST, 2023

RESOLUTION NO. 24-R-_____

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

OWNERS:	ACTDT Brown, LLC
	Vacant Parcel on
	SW 49th Court, 34473
TAX IDENTIFICATION NUMBER:	8009-1185-02
PROJECT PARCEL NUMBER:	42 AL

☒ [X] Fee Simple Whole Take

☐ [] Fee Simple Partial Right of Way

☐ [] Temporary Construction Easement

WHEREAS, Art. X, Sec. 6, Florida Constitution, provides general restrictions on the government's exercise of its power of eminent domain, including, but not limited to, the provision that no private property shall be taken except for a public purpose and with full compensation therefore paid to each owner or secured by deposit in the registry of the court and available to the owner; and

WHEREAS, Section 127.01, Fla. Stat. (2023), subsection (1)(a) provides that each county of the state is delegated authority to exercise the right and power of eminent domain; that is, the right to appropriate property, except state or federal, for any county purpose; and

WHEREAS, Section 127.02, Fla. Stat. (2023) provides that the board of county commissioners may not exercise its power of eminent domain unless the board adopts a resolution authorizing the acquisition of a property, real or personal, by eminent domain for any county use or purpose designated in such resolution, subject to the limitations set forth in Sections 73.013 and 73.014, Fla. Stat. (2023); and

WHEREAS, Section 127.01, Fla. Stat. (2023), subsection (1)(b) further provides that each county is further authorized to exercise the eminent domain power granted to the Department of Transportation by s. 337.27(1), the transportation corridor protection provisions of Section 337.273, Fla. Stat. (2023) and the right of entry onto property pursuant to Section 337.274, Fla. Stat. (2023); and

WHEREAS, Section 337.27, Fla. Stat. (2023), subsection (1) grants the Department of Transportation the power of eminent domain to condemn all necessary lands and property, including rights of access, air, view, and light, whether public or private, for the purpose of securing and utilizing transportation rights-of-way, including, but not limited to, any lands reasonably necessary for securing applicable permits, areas necessary for management of access, borrow pits, drainage ditches, water retention areas, rest areas, replacement access for landowners whose access is impaired due to the construction of a facility, and replacement rights-of-way for relocated rail and utility facilities; for existing, proposed, or anticipated transportation facilities on the State Highway System or State Park Road System; or in a transportation corridor designated by the department; or for the purpose of screening, relocation, removal, or disposal of junkyards and scrap metal processing facilities. The department shall also have the power to condemn any material and property for such purposes; and

WHEREAS, Section 337.273, Fla. Stat. (2023) provides in part at subsection (1)(c) that the designation and management of transportation corridors and the planning and development of transportation facilities within transportation corridors will substantially assist in allowing government to alleviate traffic congestion and transportation facility overcrowding, aid in the development of an effective transportation system that is coordinated with land use planning, assist in planning for future growth, enable compliance with concurrency requirements, and alleviate the heretofore described health, safety, and welfare liabilities to the public; and

WHEREAS, the Project that is the subject of this Resolution is the SW 49th AVENUE S PHASE ROAD IMPROVEMENT PROJECT described in the Preliminary Engineering Report originally prepared by Kimley-Horn and Associates, Inc. on January 22, 2018 and approved by the Marion County Board of County Commissioners on February 6, 2018 and has been listed on the approved Transportation Improvement Program adopted by Marion County; and

WHEREAS, the Board of County Commissioners, as part of its approval of the foregoing Preliminary Engineering Report, considered alternative designs and routes, cost, safety, environmental factors, and long term area planning in concluding that the acquisition of the specific property interests identified herein is necessary and in the best interests of the public, and that all conditions precedent to the acquisition of such property interests have been, or will be met, prior to commencement of the filing of an action in eminent domain with respect to such property interests; and

WHEREAS, Section 337.274, Fla. Stat. (2023), provides that the Department of Transportation and its authorized agents and employees are authorized to enter upon any lands, waters, and premises, upon giving reasonable notice to the landowner, for the purpose of making surveys, soundings, drillings, appraisals, environmental assessments, archeological assessments, and examinations necessary to perform its duties and functions; and any such entry shall not be deemed a trespass or an entry that would constitute a taking in an eminent domain proceeding. The department shall make reimbursement for any actual damages to such lands, water, and premises as a result of such activities; and

WHEREAS, Ch. 73, Fla. Stat. (2023) provides general substantive and procedural requirements and limitations on a county's exercise of the power of eminent domain; and

WHEREAS, Section 73.015, Fla. Stat. (2023), subsection (1), provides requirements for pre-suit negotiation with the fee owner of the property to be acquired by eminent domain; and

WHEREAS, Section 73.015, Fla. Stat. (2023), subsection (2) provides requirements for notification of business owners, including lessees, who operate a business located on the property to be acquired; and

WHEREAS, Chapter 74, Fla. Stat. (2023) provides authority and procedures for counties to take possession and title of parcels or property interests acquired by eminent domain in advance of entry of final judgment; and

WHEREAS, the Board of County Commissioners of Marion County (hereafter, "Board") is undertaking a project for the construction of roadway and related improvements for the SW 49th AVENUE S PHASE ROAD IMPROVEMENT PROJECT in Marion County, Florida (hereafter, "**Project**"); and

WHEREAS, the Project may include the undertaking or making some or all of the following improvements, construction or related activities: construction of new roads for vehicular traffic, reconfiguring intersections, bike lanes, sidewalks, drainage swales, embankments, driveways and culverts, drainage retention areas and other stormwater drainage or retention facilities, intersection improvements; landscaping; relocating or reconstruction of power and traffic signal poles and traffic signal equipment; and improved utilities,

WHEREAS, the Board has determined that it is in the best interests of the citizens of Marion County and for the safe and efficient movement of vehicular and pedestrian traffic, to construct the Project in Marion County, Florida, without limitation, by performing, undertaking or making, some or all of the following improvements, construction of new roads for vehicular traffic, reconfiguring intersections, bike lanes, sidewalks, drainage swales, embankments, driveways and culverts, drainage retention areas and other stormwater drainage or retention facilities, intersection improvements; landscaping;

relocating or reconstruction of power and traffic signal poles and traffic signal equipment; and improved utilities, and

WHEREAS, the Project is and has been listed on the approved Transportation Improvement Program adopted by the Board of County Commissioners; and

WHEREAS, the Project will develop a portion of SW 49th Avenue and will alleviate traffic congestion on other facilities, and connect to other major collector and arterial roads.

WHEREAS, the County Engineer has caused to be designed the Project, compiled construction plans for the Project, and has determined the area and location of properties necessary for final construction of the Project and to accommodate anticipated right-of-way requirements in the reasonably foreseeable future. The County has determined the necessity to acquire the property interest of Fee Simple Right of Way (hereinafter, "the property interest") from **Project Parcel No. 42 AL** described in **Exhibit "A"** attached hereto and incorporated herein by reference, in order to construct the Project as designed; and

WHEREAS, the Board hereby finds and determines that all conditions precedent to acquiring the property interests described and identified in **Exhibit "A"** have been met by Marion County. Specifically, before approving the acquisition of the property interests described herein, the Board has considered and weighed, where applicable, factors of safety, benefits to the public, costs, availability of alternatives, long range area planning and environmental factors, as well as any other relevant factors. The Board further finds that the required notifications to appropriate state and local agencies have been made. The Board further finds that all necessary governmental permits have been obtained or there is a reasonable probability that such permits will be obtained.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, as follows:

Section 1. **Adoption.** The Board hereby adopts the facts contained in the foregoing WHEREAS Clauses and the same are made a part of this Resolution.

Section 2. **Construction Plans.** The County has surveyed and located its line or area of construction, and developed construction plans reflecting the property interest to be acquired from **Project Parcel No. 42 AL** described in **Exhibit "A"** hereof required for the Project, which plans and maps have been reviewed by the Board and are approved for use (as they now exist or as hereafter updated, revised or corrected as set forth below), and such plans and maps may be filed with the Clerk of the Circuit Court in and for Marion County, Florida, together with a certified copy of this Resolution. (The information, if any, in the attached **Exhibit "A"** as to the name of the property owner, the property's tax identification number, and the legal description of the property interest to be acquired from **Project Parcel No. 42 AL** is for information purposes only. Such

information may be corrected or updated by the County Attorney or County Engineer or his or her designee.

Section 3. **Public Purpose and Necessity.** The Board hereby finds and determines that the road improvement Project described herein is for a public purpose and the condemnation of the property interest to be acquired from **Project Parcel No. 42 AL** is necessary for the construction of such Project.

Section 4. **Description of Property.** The Board further authorizes the County Surveyor or Project surveyor and County Attorney to correct minor errors or scrivener's errors to the description of the property interest to be acquired from **Project Parcel No. 42 AL** if any, with regard to the condemnation proceeding authorized herein without further action of this Board.

Section 5. **Purchase of Property.** The Office of the County Engineer is authorized to acquire the property interests described in Project Parcel No. 4AR by gift, purchase, or condemnation. In furtherance thereof, the Office of the County Engineer is authorized to make a binding offer to the property owner or his or her representative to acquire such property interests in an amount not to exceed 120% of the current full compensation appraised value of such interests including any severance damages as determined by the county's engaged real estate appraiser in an up-to-date appraisal, and business damages, and business damages, if any, without further authorization from the Board. Should the County purchase the property interest to be acquired from **Project Parcel No. 42 AL**, prior to the commencement of condemnation proceedings, or prior to acquiring title to said Parcel in the condemnation proceedings, the County Attorney is authorized to omit or dismiss said parcel so acquired from the condemnation proceedings.

Section 6. The County, its officers, employees and attorneys, are hereby authorized and directed, if necessary, to institute and prosecute such actions as may be proper for the acquisition of the fee simple title in **Project Parcel No. 42 AL** by eminent domain proceedings pursuant to Chapters 73 and 76, Florida Statutes.

Section 7. **Authority of County Engineer Regarding Construction Plans.** The County Engineer or her designee is authorized to have the construction plans updated, revised or corrected, and to utilize such plans in the condemnation action, including binding the Board to said plans, updates, revisions or corrections, without further action of the Board.

Section 8. **Interest to Be Acquired.** Pursuant to Section 127.01, Fla. Stat. (2023), subsection (1)(a), the fee simple absolute title to all property so taken and acquired shall vest in the county unless the county seeks to condemn a lesser particular right or estate in such property. In this case, the Board hereby determines that the property interest to be acquired from **Project Parcel No. 42 AL** is Fee Simple Right of

Way and the Board authorizes the acquisition of such interest by the acquisition of said Parcel.

Section 9. **Acquisition in Advance of Final Judgment.** The Board hereby authorizes the County Attorney to take possession and title of the takings from **Project Parcel No. 42 AL** in advance of the entry of final judgment, including by filing a declaration of taking pursuant to Section 74.031, Florida Statutes.

Section 10. **Directions to Clerk of Circuit Court.** The Clerk of the Circuit Court of Marion County, Florida, is directed to accept for deposit any and all funds delivered by the County with respect to the acquisition of the property interest from **Project Parcel No. 42 AL** and costs and expenses related thereto in the Registry of the Circuit Court for the Fifth Judicial Circuit in and for Marion County, Florida, as required by law in condemnation proceedings.

Section 11. **Effective Date.** This Resolution shall take effect immediately upon adoption.

DULY RESOLVED this _____ day of _____, 2024.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

MICHELLE STONE, CHAIR

ATTEST:

GREGORY C. HARRELL, CLERK

P.I.D.# 8009-1185-02

Lot 2, Block 1185 of Marion Oaks Unit Nine, as Plat thereof recorded in Plat Book "O" pages 164 through 193 of the Public Records of Marion County, Florida.

EXHIBIT "A"



Marion County

Board of County Commissioners

Agenda Item

File No.: 2024-15852

Agenda Date: 8/6/2024

Agenda No.: 7.2.1.

SUBJECT:

Request Approval of the Agreement for Ambulance Transportation Services with UF Shands Teaching Hospital and Clinics, Inc. and Marion County (Budget Impact - Revenue of up to \$40,000 with Accompanying Related Expenditures for Fuel, Equipment, and Personnel)

INITIATOR:

James Banta, Fire Chief

DEPARTMENT:

Fire Rescue

DESCRIPTION/BACKGROUND:

During the workshop held on November 8, 2021, the consensus of the Marion County Board of County Commissioners (MCBCC) was to move forward with the Certificate of Public Convenience and Necessity (COPCN) process for hospital systems to provide interfacility transports. At the April 2, 2024, MCBCC meeting, a COPCN was issued to American Ambulance to be authorized to provide interfacility transports between UF Shands Teaching Hospital facilities. This agreement between UF Shands and Marion County Fire Rescue (MCFR) is consistent with the transport agreements between MCFR, HCA Ocala, and AdventHealth Ocala. The fees charged for MCFR to transport UF Shands Teaching Hospital patients is effective 120 days after the effective date of the transport agreement.

BUDGET/IMPACT:

Revenue of up to \$40,000 with accompanying related expenditures for fuel, equipment, and personnel.

RECOMMENDED ACTION:

Motion to approve the Agreement for Ambulance Transportation Services with UF Shands Teaching Hospital and Clinics, Inc. and Marion County.

From: (Name) Kruger Robert (Dept) Fire-Rescue - 3355
 Last First
 (Title) Deputy Chief (Phone) 352-671-8305
 Signature  Date Wednesday, July 3, 2024

Request for: ☐ New Document ☐ Review & Comment ☒ RESUBMIT LRM No. 2024-533
☒ Approve as to Form ☐ Other

Please approve the attached Transport Agreement between UF Shands and MCFR for BOCC approval and signatures. The draft (LRM 2024-533) was sent to your office for review. The revisions/recommendations have been made and UF Shands has signed the agreement.

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

(Name) _____ (Title) _____ (Phone) _____

Last First

Agenda Item? ☒ Yes ☐ No Agenda Date: Tuesday, August 6, 2024

Agenda Deadline Date for **Legal:** Friday, July 5, 2024 Agenda Deadline Date for **Admin:** Thursday, July 18, 2024

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

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2024-533 Resubmit

Assigned to: ☐ Matthew Guy Minter, County Attorney ☐ Dana E. Olesky, Chief Asst. County Attorney ☒ Thomas Schwartz Asst. County Attorney ☐ Valdoston Shealey Asst. County Attorney

Outcome:

Date Received:

☒ Approved as to form and legal sufficiency

☐ Approved with revisions: ☐ Suggested ☐ Completed

☐ Other:

Attorney Signature: Thomas A. Hinkle Date 7/1/04

Staff Signature: William Glick Date: 7/05/24 Returned: ☒ Department ☐ Admin ☐

Completed

Rev 11/22/2023

AGREEMENT FOR AMBULANCE TRANSPORTATION SERVICES

This **AGREEMENT FOR AMBULANCE TRANSPORTATION SERVICES** ("Agreement") is made this 2nd day of July, 2024, by and between **Marion County**, a political subdivision of the State of Florida, for the benefit of MARION COUNTY FIRE RESCUE ("Contractor") and **Shands Teaching Hospital and Clinics, Inc. d/b/a UF Health Ocala Neighborhood Hospital** ("Facility") (individually "Party" and collectively as "Parties").

RECITALS

WHEREAS, Facility owns and operates hospital facilities located in Marion County, Florida that provide general inpatient and outpatient medical services; and

WHEREAS, Facility is duly licensed by applicable state and federal authorities, is properly enrolled as a provider in the Medicare and Medicaid programs, and also accepts privately insured and private-pay patients; and

WHEREAS, as set forth in Florida Statutes, Section 1004.41, Facility is a corporation primarily acting as an instrumentality of the State of Florida and therefore subject to the immunities set forth in Section 768.28, Florida Statutes. The Parties understand and agree that nothing contained in this Agreement shall be construed or interpreted as (1) denying to either Party any remedy or defense available to such Party under the laws of the State of Florida; (2) the consent of the State of Florida, or Facility to be sued; or (3) a waiver of sovereign immunity of the State of Florida or Facility beyond the waiver provided by Florida Statutes; and

WHEREAS, Contractor is licensed to provide basic life support, advanced life support and critical care ambulance services to patients in the State of Florida and is properly enrolled in the Medicare and Medicaid programs, and also accepts privately insured and private-pay patients; and

WHEREAS, Facility desires to utilize Contractor as a provider of ground ambulance service for patients, including those patients covered under Parts A and B of the Medicare program, as well as for other non-Medicare patients; and

WHEREAS, Contractor desires to provide basic life support, advance life support and critical care ambulance services pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and agreements contained herein, the Parties to this Agreement agree as follows:

AGREEMENT

1. **Incorporation of Recitals.** All of the above recitals are hereby accepted by the Parties as true and correct and are incorporated herein by reference.
2. **Appointment as Service Provider.** Facility appoints Contractor and Contractor accepts such appointment to provide patient transportation services as follows:
 - 2.1. **Ambulance Services.** Contractor shall provide basic life support, advance life support and critical care ambulance services (collectively, "Ambulance Services") to Facility for patients requiring Ambulance Services, 24 hours-per-day, 7 days-per-week, pursuant to the terms of this Agreement. Ambulance Services consist of a response by Contractor to

Facility, treatment and other pre-transport activities, appropriate care and treatment during transport, and transportation to Facility or patient's other designated destination.

2.2. Vehicle Staffing.

2.2.1. Contractor shall ensure that all emergency response vehicles are staffed with appropriately licensed and/or certified emergency medical personnel, such as paramedic or Emergency Medical Technician (EMT) (collectively, the "Emergency Medical Personnel"), in accordance with applicable federal and state laws and regulations. All Emergency Medical Personnel shall be trained in current basic and advanced cardiac life support methods and systems and protocols and maintain such certification during the term of this Agreement.

2.2.2. Contractor agrees to furnish a list of Contractor-certified personnel to Facility upon request.

2.2.3. All Contractor-approved drivers are required to obtain and maintain all appropriate emergency ambulance driver's permits, as issued by any city(s), county(s), state or other governmental agency(s) and as these entities may require. Contractor shall require that each driver carry all such permits at all times and shall make copies of the same available for inspection to Facility upon request.

2.2.4. Contractor shall ensure that all personnel are qualified and are prepared to provide emergency medical services at all times.

2.3. Equipment. Contractor shall document the receipt of any Facility-owned equipment necessary for the safe transfer of patients, assume custody and legal liability for such during the transfer, and will return such to the appropriate Facility department within 24 hours of the time of receipt.

2.4. Patient Valuables. Contractor shall document the receipt of patient valuables, assume custody and legal liability for such upon receipt, and deliver such to a responsible party at the receiving facility.

2.5. Time Performance. Contractor shall respond to calls for service based on the following criteria:

2.5.1. Non-emergency unscheduled transport requests will be handled, if possible, as a "best effort" given available resources at the time all paperwork has been received for the requested transport.

2.5.2. Emergency transport requests will be handled immediately given available resources at the time the request is made.

3. **Qualifications and Obligations.**

3.1. Licensure and Certification. The Parties covenant and agree that at all times they shall remain licensed, certified or enrolled in good standing with applicable state and federal licensing authorities, with applicable state and federal healthcare programs, and applicable state or national accrediting organizations. Contractor shall ensure that all ground ambulance vehicles, when in-service, will maintain proper emergency ambulance provider numbers, permits, licenses and registrations issued by any and all of the

appropriate federal, state, county, city or other governmental agencies, as required and Contractor shall provide Facility with copies of such provider numbers, permits licenses and registrations upon request. The Parties further warrant that each will take all reasonable steps as set forth by the Office of the Inspector General, United States Department of Health and Human Services ("OIG"), to ensure that it does not employ individuals who have been excluded from participation in federal healthcare programs.

3.2. Services in Compliance with Laws and Regulations. Contractor shall provide all Ambulance Services hereunder in accordance with applicable laws, regulations and standards of care, including, but not limited to, Medicare and Medicaid regulations and the prevailing standards of quality and care applicable to Ambulance Services. Contractor will cooperate with Facility in utilizing the appropriate level of transportation based on the patient's status, applicable medical necessity and payor requirements.

3.3. Physician Certification Statement. Facility shall provide Contractor with a completed Physician Certification Statement (PCS) form for each transport.

4. **Vehicle Equipment**

4.1. In General. Contractor shall ensure the ground ambulance vehicles and required equipment shall be maintained in good working order, condition and repair, mission ready, and in accordance with each manufacturer's specifications and the EMS industry standards, and shall perform routine and preventative maintenance. Contractor agrees to provide, upon request, access to and copies of its maintenance records for such equipment to Facility. Contractor is expected to operate its vehicles and equipment to minimize discomfort to the patients in transport.

4.2. Personnel. Contractor shall provide the required and certified or licensed personnel necessary to maintain ongoing supervision over operations of equipment and personnel. Contractor will train all personnel in the proper use of equipment pursuant to manufacturer's specifications or the most current clinical standards.

4.3. Refueling. Contractor will be responsible for the refueling of its vehicles or ambulances at no cost to Facility.

4.4. Smoking. Under no circumstances will smoking be allowed in any transport vehicle.

5. **Billing and Compensation**

5.1. Billing.

5.1.1. Contractor shall bill Facility monthly in accordance with Appendix A for all transports between Facility locations within Marion County.

5.1.2. Contractor shall bill Facility in accordance with Appendix A for all transports denied for either of the following:

5.1.2.1. Included in facility payment.

5.1.2.2. Prior authorization required.

5.2. Payment in Full. Contractor shall not bill any patient, financially responsible part, insurer, or third-party payor for any transports that are the responsibility of the Facility. Facility

agrees to indemnify, defend and hold harmless Contractor for any liability solely resulting from its submission of any such bills when it was the result of information supplied by Facility.

5.3. Payment. Facility shall ensure payment of all undisputed charges within 30 days.

5.4. Disputed Charges. Facility shall notify Contractor of any disputed charges within 30 days of receipt of invoice. Parties shall cooperatively work to resolve any disputed charges.

6. **Term**. This Agreement shall be for a term of two (2) years, commencing on July 2, 2024. This Agreement may be renewed by the Parties upon their mutual written agreement, which the Parties shall commence to discuss no later than sixty (60) days in advance of the expiration of the initial term.

7. **Termination.**

7.1. Without Cause. Notwithstanding any other provision, either Party may terminate this Agreement at any time with or without cause by giving the other Party sixty (60) days written notice of termination, which notice shall specify the effective date of the termination.

7.2. For Breach. Each of the following shall be an "Event of Default" under this Agreement entitling the non-defaulting Party to terminate this Agreement as indicated:

7.2.1. In the event that Facility or Contractor fails to satisfy a material obligation hereunder, and fails to cure such breach within thirty (30) days of receipt of written notice from the other Party.

7.2.2. Immediately, without additional prior notice, in the event that either Party fails to maintain its required licenses, permits or certifications or is excluded, debarred or otherwise deemed ineligible for participation in Medicare, Medicaid or any other Federal healthcare program.

7.2.3. Immediately, without additional prior notice, in the event that either Party fails to keep in force the insurance policies required to be maintained under this Agreement.

7.2.4. Immediately, without additional prior notice, in the even that either Party (i) admits in writing its inability to pay its debts generally as they become due, or (ii) files a petition to be adjudicated a voluntary bankrupt in bankruptcy or a similar petition under any insolvency act, or (iii) makes an assignment for the benefit of its creditors, or (iv) consents to the appointment of a receiver of itself or of the whole or any substantial part of its property.

7.3. Effect of Termination. Upon any termination of this Agreement, neither Party shall have any further rights against, or obligation to, the other Party, except with respect to any rights or obligations accruing prior to the date and time of termination and any obligations, promises or agreements which expressly extend beyond the termination, as herein set forth.

8. **Insurance and Indemnification**

- 8.1. **Policies/Limits Required.** Contractor shall procure and maintain at its sole expense, the following types of insurance at limits of not less than as shown below against all claims for damage or loss of property, and for bodily injury, including death, resulting from Contractor's or its employees' negligence, as provided by law.
- 8.1.1. Commercial general liability insurance for bodily injury, death and property damage (including coverages for product liability, completed operations, and personal injury liability) in the minimum amount of one million dollars (\$1,000,000);
 - 8.1.2. Automobile liability insurance (including non-owned, owned, hired and leased autos) with limits of one million dollars (\$1,000,000);
 - 8.1.3. Workers' compensation with statutory limits as applicable; and
 - 8.1.4. Employer's liability insurance with limits of one million dollars (\$1,000,000) each accident, one million dollars (\$1,000,000) disease each employee, subject to a one million dollars (\$1,000,000) disease policy limit.
 - 8.1.5. Data security and privacy liability (cyber) insurance with limits of one million dollars (\$1,000,000) per claim in the annual aggregate.
- 8.2. **Certification of Insurance Upon Request.** Each Party shall upon request of the other Party require a certificate(s) of insurance be provided to the other Party that such policies have been issued and are in force.
- 8.3. **Mutual Indemnification.** Notwithstanding anything to the contrary set forth in the Agreement, each Party agrees to indemnify, defend and hold harmless the other, its officers, board members, agents, representatives and employees from and against any and all fines, suits, claims, demands, penalties, liabilities, costs or expenses, losses, settlements, judgments and awards and action of whatever kind or nature arising out of the Agreement, including attorney's fees and costs (and costs and fees on appeal), and damages (including, but not limited to, actual and consequential damages) arising from any negligent, willful or wrongful misconduct, knowing misrepresentation or breach of the Agreement by such Party, its officers, board members, agents, representatives or employees. This Section shall not be construed in any way to alter Contractor's or Facility's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes (2021).
9. **Notices.** Notices required or permitted to be given under this Agreement shall be made to the Parties at the following addresses and presumed to have been received by the other Party (i) three days after mailing by the Party when notices are sent by First Class mail, postage prepaid; (ii) upon transmission (if sent via facsimile with a confirmed transmission report); or (iii) upon receipt (if sent by hand delivery or courier service) as follows:
- | | |
|---|--|
| <u>Contractor</u>
Attn: Robert T. Kruger
2631 SE 3 rd Street
Ocala, FL 34471
(352) 291-8000 | <u>Facility</u>
Irene Alexaitis, CNO
1600 SW Archer Road
Gainesville, FL 32610
(352) 594 - 1320 |
|---|--|

10. **Entire Agreement.** This Agreement, including any Appendices hereto, constitutes the sole and only agreement of the Parties regarding its subject matter and supersedes any prior understandings or written or oral agreements between the Parties respecting this subject matter. Neither Party has received or relied upon any written or oral representations to induce it to enter into this Agreement except that each Party has relied only on any written representations contained herein.
11. **Amendments.** No agreement or understandings varying or extending this Agreement shall be binding upon the Parties unless it is memorialized in a written amendment signed by an authorized officer or representative of each Party.
12. **Assignment.** This Agreement may be assigned by a Party upon the written approval of the other Party, which shall not be unreasonably withheld. Written approval is not required in the event a Party is sold or acquired by a successor entity or in the event of a change of ownership, although notice of such a transaction shall be given to the other Party within thirty (30) days after the effective date of such transaction. This Agreement shall be binding upon all successors and assigns.
13. **Construction and Compliance**
 - 13.1. Severability. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held by any court or by the OIG to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.
 - 13.2. Compliance. The Parties intend to comply fully with all applicable state and federal laws and regulations, including but not limited to the Balanced Budget Act of 1997, the Social Security Act, the federal Anti-Kickback Statute, the federal False Claims Act, and all applicable state and federal fraud and abuse laws and rules. Insofar as any terms or conditions of this Agreement are determined by any court or by the OIG to be contrary to any such statutes or regulations, the Parties will promptly and in good faith confer and resolve any issues so as to make the performance of this Agreement consistent with all applicable statutes and regulations.
 - 13.3. Notification of Actual or Potential Violation of Law. If either Party becomes aware of any actual or potential violations by the other Party, whether intentional or inadvertent, of any applicable state or federal statutes or regulations, it shall promptly notify the other Party.
 - 13.4. Protection of Patient Information. Contractor acknowledges that many providers are "covered entities" as that term is defined at 45 C.F.R. § 160.103. Contractor agrees to comply with the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act"), the Administrative Simplification Provisions of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C.A. §1320d et seq. ("HIPAA") and any current and future regulations promulgated under the HITECH Act or HIP AA, including without limitation the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the "Federal Privacy Regulations"), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the "Federal Security Regulations"), and the federal standards for electronic transactions contained

in 45 C.F.R. Parts 160 and 162 (the "Federal Electronic Transaction Regulations"), all as amended from time to time and collectively referred to herein as the "HIPAA Requirements". Contractor agrees not to use or further disclose any "Protected Health Information," including "Electronic Protected Health Information," (as such terms are defined in the HIPAA Requirements) other than as permitted by the HIPAA Requirements and the terms of this Agreement. Contractor will make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and Human Services to the extent required for determining compliance with the HIPAA Requirements.

14. **Complaints.** The Parties shall work cooperative to resolve all complaints or unusual incidents involving personnel, equipment or service of either Party.
15. **Force Majeure.** The Parties shall be excused for the period of any delay in or impossibility of the performance of any obligations hereunder, when prevented from doing so by any cause or causes beyond a Party's control, which shall include, without limitation: all labor disputes, civil commotion, war, nuclear disturbances, hostilities, sabotage, terroristic acts, governmental regulations or controls, fire, accident or other casualty, interruption in the supply of any utilities or fuel, inability to obtain any material or services, or through acts of God.
16. **Independent Contractor Relationship.** The relationship of the Parties is that of independent contractors. Neither Party shall be deemed to be the agent nor partner nor fiduciary of the other, and neither is authorized to take any action binding upon the other.
17. **Governing Law.** This Agreement is made and shall be construed in accordance with, and governed by, the laws of the State of Florida, without consideration of conflict of laws principles.
18. **Confidentiality.** Other than to its respective legal, financial, accounting and/or business advisors, and other than as may be required by applicable law, each Party agrees not to advertise, disclose or otherwise discuss any trade secrets or confidential and proprietary information it has received in the negotiation and execution of this Agreement, as designated by the other Party, to any other person, organization or entity during the term of this Agreement or for a period of five (5) years thereafter. This provision shall survive termination of this Agreement.
19. **Access to Books and Records.** Contractor shall, for a period of four (4) years after this Agreement terminates. make available. upon the written request of the Secretary of the U.S. Department of Health and Human Services or the U.S. Comptroller General, or their representatives. this Agreement, and such books, documents and records as may be necessary to verify the nature and extent of the costs of the services rendered hereunder. Furthermore, the Parties agree that if any of the work provided for under this Agreement, with a value of Ten Thousand Dollars (\$10,000) or more in any twelve (12) month period, shall be performed by a subcontractor. they shall require the subcontractor to sign a similar agreement to make its books and records available for such a four (4) year period of time.
20. **Waiver and Consent.** The failure of either Party at any time to require performance by the other Party of any provision hereof shall not affect in any way the rights to require such performance of any other provision hereof, nor shall the waiver by either Party of a breach of any provision hereof be taken or held to be a waiver of the provision itself. If the consent of

either Party is necessary pursuant to the terms of this Agreement, such consent shall not be unreasonably withheld.

21. **Regulatory Changes.** The Parties recognize that this Agreement is at all times subject to applicable state, local, and federal laws and shall be construed accordingly. The Parties further recognize that this Agreement may become subject to or be affected by amendments in such laws and regulations or to new legislation or regulations. Any provisions of law that invalidate, or are otherwise inconsistent with, the material terms and conditions of this Agreement, or that would cause one or both of the Parties hereto to be in violation of law, shall be deemed to have superseded the terms of this Agreement and, in such event, the Parties agree to utilize their best efforts to modify the terms and conditions of this Agreement to be consistent with the requirements of such law(s) in order to effectuate the purposes and intent of this Agreement. In the event that any such laws or regulations affecting this Agreement are enacted, amended or promulgated, either Party may propose to the other a written amendment to this Agreement to be consistent with the provisions of such laws or regulations. In the event that the Parties do not agree on such written amendments within thirty (30) days of receipt of the proposed written amendments, then either Party may terminate this Agreement without further notice, unless this Agreement would expire earlier by its terms.
22. **Non-Discrimination.** All services provided under this Agreement shall be provided without regard to the race, color, creed, sex, age, disability status, payor source or national origin of the patient requiring such services. Contractor agrees to comply with all applicable laws prohibiting discrimination in the provision of services hereunder.
23. **Authorization of Agreement.** Each Party represents and warrants, each to the other with respect to itself, that the execution and delivery of this Agreement has been duly authorized and the individual executing
24. **No Referrals.** Nothing in this Agreement shall be construed to require either Party or their respective representatives to make or admit referrals to or from the other Party or otherwise generate business between the Parties. Notwithstanding the unanticipated effect of any of the provisions herein, the Parties intend to comply with 42 U.S.C.A. § 1320a-7b(b) (commonly known as the Anti-Kickback Statute), 42 U.S.C.A. § 1395nn (commonly known as the Stark law), and all other Federal and state laws and regulations governing fraud and abuse or self-referrals under the Medicare or Medicaid programs, as such provisions may be amended from time to time.
25. **No Exclusions.** Each Party represents to the other that, as of the Effective Date and during the term of this Agreement, it (i) is not excluded, debarred, or otherwise ineligible to participate in Federal health care programs as defined in 42 U.S.C. § 1320a-7b(f) (the "Federal health care programs"); (ii) is not convicted of a criminal offense related to the provision of health care items or services; and, (iii) is not under investigation or otherwise aware of any circumstances that may result in it being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the Term. Either Party shall immediately notify the other of any change in the status of the representation and warranty set forth herein. Any breach of this representation and warranty shall give the other Party the right to terminate the Agreement immediately for cause.

26. **Public Records Obligations.** If, under the Agreement, Facility is providing services and is acting on behalf of Contractor as provided under section 119.011(2), Florida Statutes (2021), Facility shall:

- 26.1. Keep and maintain public records required by Contractor to perform the service;
- 26.2. Upon request from Contractor's custodian of records, provide Contractor with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost not to exceed the cost provided in Chapter 119, Florida Statutes (2021), or as otherwise provide by law;
- 26.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Facility does not transfer the records to Contractor;
- 26.4. Upon completion of the Agreement, all public records in possession of Facility will be transferred at no cost to Contractor. Facility shall keep and maintain public records required by Contractor to continue to perform the service. If Facility transfers all public records required by Contractor upon completion of the Agreement. Facility shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Facility keeps and maintains public records upon completion of the Agreement, Facility shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Contractor upon request from Contractor's custodian of public records in a format that is compatible with the information technology systems of Contractor.

27. **Public Records Contact.**

IF FACILITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2021), TO FACILITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Public Relations, 601 SE 25th Ave., Ocala, FL 34471

Phone: 352-438-2300

Fax: 352-438-2309

Email: publicrelations@marionfl.org

28. **E-Verify.** Section 448.095, Florida Statutes, (2021), requires Facility to be registered and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits Facility from entering into this Agreement unless it is in compliance therewith. Information provided by Facility is subject to review for the most current version of the State or Federal policies at the time of the Agreement.

- 28.1. Contractor hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.
- 28.2. Facility has agreed to perform in accordance with the requirements of this section and agrees:
 - 28.2.1. It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.
 - 28.2.2. Contractor shall immediately terminate the Agreement if Contractor has a good faith belief that Facility has knowingly violated Section 448.09(1), Florida Statutes, (2021), that is, that Facility 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.
 - 28.2.3. When Facility enters into a contract with an employee, a contractor or a subcontractor, Facility shall obtain from that contracting party (the "Contracting Party") an affidavit stating that the Contracting Party does not employ, contract with, or subcontract with an unauthorized alien.
 - 28.2.4. Facility shall maintain a copy of such affidavit for the duration of this Agreement and provide it to Contractor upon request.
 - 28.2.5. Facility shall immediately terminate the Contracting Party if Facility has a good faith belief that the Contracting Party has knowingly violated Section 448.09(1), Florida Statutes (2021), as set forth above.
 - 28.2.6. If Contractor has a good faith belief that Facility's Contracting Party has knowingly violated Section 448.09(1), Florida Statutes (2021), but that Facility has otherwise complied, Contractor shall promptly order Facility to terminate the Contracting Party. Facility agrees that upon such an order, Facility shall immediately terminate the Contracting Party. Facility agrees that if it should fail to comply with such an order, Contractor shall immediately terminate Facility.
 - 28.2.7. If Contractor terminates the Agreement with Facility, Facility may not be awarded a public contract for at least one (1) year after the date of termination.
 - 28.2.8. Facility is liable for any additional costs incurred by Contractor as a result of termination under this Section.
 - 28.2.9. Any such termination under this Section is not a breach of the Agreement and may not be considered as such.
 - 28.2.10. Facility 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 Contractor or other authorized governmental entity.
 - 28.2.11. To comply with the terms of this Employment Eligibility Verification provision is made an express condition of the Agreement and Contractor may treat a failure to comply as a material breach of the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year set forth below.

WITNESSES:

**Shands Teaching Hospital and Clinics,
Inc. d/b/a UF Health Ocala Neighborhood
Hospital**

Benjamin H. Hudson II

Signature

Benjamin H. Hudson II 7/2/24

Print Name

Signature

Print Name

By: Irene Alexaitis

Print Name: Irene Alexaitis

Title: VP President Nursing & Patient
CNO

Date: 7/2/24

ATTEST:

**MARION COUNTY, a political subdivision
of the State of Florida**

Gregory C. Harrell
Clerk of Court

By: _____

Print Name: Michelle Stone

Title: Chairman

Date: _____

For Use and Reliance of Marion County
Only. Approved as to Form and Legal
Sufficiency

Matthew G. Minter
County Attorney

APPENDIX A

Facility shall pay Contractor based on the following schedule:

Level of Care	Charge
Specialty Care Transport (A0434)	100% of Current Medicare Base Rate
Advanced Life Support 2 Emergency (A0433)	\$850.00
Advanced Life Support Emergency (A0427)	\$700.00
Advanced Life Support Non-Emergency (A0426)	\$650.00
Basic Life Support Emergency (A0429)	\$600.00
Basic Life Support Non-Emergency (A0428)	\$550.00
Specialty Care Transport Mileage (A0425)	100% of Current Medicare Mileage Rate
All Other Transport Mileage (A0425)	\$12.50

Rates for base charge and mileage for Specialty Care Transport patients shall automatically adjust when adjusted by the Centers for Medicare and Medicaid Services.

All other rates may be adjusted by the Contractor within the following methodology, with notice to the Facility of the rate changes a minimum of thirty (30) days prior to implementation of the new rate.

- Rate adjustments are based on a review or survey process, results provided to Facility upon request.
- Percentage of change for each rate will be calculated and divided by the number of years since the last rate change to provide an annual percentage of change.
- The average of the annual percentage of change for all rates shall not exceed 6%.



Marion County

Board of County Commissioners

Agenda Item

File No.: 2024-15848

Agenda Date: 8/6/2024

Agenda No.: 7.3.1.

SUBJECT:

Request Approval of Change Order 2 to Purchase Order 2400700: Firefighter and EMT School - Marion County School Board, Ocala, FL (Budget Impact - Neutral; additional expenditure of \$95,000 as approved in the FY 2023-24 budget)

INITIATOR:

Susan Olsen, Director

DEPARTMENT:

Procurement Services

DESCRIPTION/BACKGROUND:

On December 5, 2023, the Board approved a Purchase Order to cover the cost of sending non-certified trainees to the Florida State Fire College for Firefighter and EMT school. Marion County Fire Rescue currently has seven non-certified trainees enrolled to complete their certifications, and sixteen trainees who started their education in July 2024. Change Order 1 added an additional \$90,000 to Purchase Order 2400700 to cover the cost for nine trainees currently enrolled and twenty new trainees to attend Firefighter and EMT school starting in July 2024. Pending approval today, this Change Order will add an additional \$95,000 to the Purchase Order to cover the remaining cost for trainees currently enrolled and the expected twenty new hires for the upcoming fall program beginning in August 2024.

A copy of the Change Order is attached for review. Pending approval at today's meeting, the Change Order will be presented to the Chair for signatures.

BUDGET/IMPACT:

Neutral; additional expenditure of \$95,000, bringing the Purchase Order total to \$285,000. Funding is from AA305526-555501(\$38,000) (EMS General Fund) EF300522-555501 (\$57,000) (Fire Rescue and EMS Fund).

RECOMMENDED ACTION:

Motion to approve the change order, allow staff to process, and authorize the Chair and Clerk to execute Change Order 2 to PO 2400700.



Marion County Board of County Commissioners

Procurement Services

2631 SE Third St.
Ocala, FL 34471
Phone: 352-671-8444
Fax: 352-671-8451

CHANGE ORDER FORM

This form is to be used when a Purchase Order has a change in scope, amount or date. Amounts exceeding 10% of original award requires BCC approval. Some fields may not be applicable and may be left blank. Use your cursor to hover over a field for help.

Date 06/26/2024 Department Fire Rescue Change Order # 2

☐ Additional Days Only Is Board Action Required? No

Bid/Contract/Quote Number & Project Title:

Vendor (Name & Address):

Marion County School Board
PO Box 670
Ocala, FL 34478

Project Code:

PO Number: 2400700

Contract Amount:

GL Account Number (ORG/OBJECT):

EF300522-555501 & AA305526-555501

Have you sent Procurement the revised P&P Bond? Yes ☐ No ☐ N/A ☒

Contingency Amount Using (if requesting use):

Is the change order amount from Contingency? Yes ☐ No ☒

JUSTIFICATION & DESCRIPTION OF CHANGE

This is the vendor that we pay to send Non-Certs/Trainees to FSFC for FF and EMT school. We currently have 7 Non-Certs/Trainees still completing their education at FSFC and we have 16 in Class 324 starting in July. We are also expecting 20 new hires for the fall program in August that will be Class 624.

EF300522-555501 - \$57,000.00 (L2)

AA305526-555501 - \$38,000.00 (L1)

* BACKUP DOCUMENTATION MUST BE ATTACHED CLARIFYING CHANGE*

Original Ordered Amount:

\$100,000.00

Current Ordered Amount (Not the balance):

\$190,000.00

The PO will be increased/decreased by this change order in the amount of:
(Do not put contingency amount)

Increase ☒

Decrease ☐

\$95,000.00

The new PO amount including this change order will be:

(PO amount will not change if it comes from contingency)(auto calculated)

\$285,000.00

Contract time will be Increased/decreased by

DAYS

Prior Substantial Completion Date

Revised Substantial Completion Date

Prior Final Completion Date

Revised Final Completion Date

Approval:

Director/Designee

6/26/24

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

Broyles, Deann

From: Pierce, Brianna
Sent: Tuesday, June 25, 2024 5:16 PM
To: Li, Cassandra; Jones, Beth; Broyles, Deann
Cc: Murray, Brent; Whitler, Christopher
Subject: PO Increase and Decrease Request

Good afternoon,

I have listed information below for the PO's the need to be reduced and increased. Please let me know if you have any questions or concerns.

PO #	Vendor	Amount +/-
2400695	National Testing Network - NTN	Increase Total \$2,000 Split 60/40
2400700	Marion Technical College – MTC	Increase Total \$95,000 Split 60/40
2400806	College of Central FL – CF Paramedic Program	Increase Total \$63,000 Split 60/40
		Tota
		Grand Tota
2400570	College of Central FL – CF Instructor Program	Decrease Total \$160,000

NTN:

We use this vendor for CPAT testing. The CPAT is required for employment and for Non-Certs/Trainees to go to FSFC. We have another large class coming on board in August and will need to increase the amount of money we have available for CPAT vouchers.

MTC:

This is the vendor that we pay to send Non-Certs/Trainees to FSFC for FF and EMT school. We currently have 7 Non-Certs/Trainees still completing their education at FSFC and we have 16 in Class 324 starting in July. We are also expecting 20 new hires for the fall program in August that will be Class 624.

CF PM:

This is the vendor that we use to sponsor our current employees to attend Paramedic school. We currently have employees in school that will be going into their 2nd and 3rd semester Fall 2024. We also have 28 employees that will be starting the 1st semester in Fall 2024.

CF Instructor:

This is the vendor that we use for our Instructor contract that we have not utilized yet. We still have an abundance of money encumbered in that PO that will not be utilized by the end of the fiscal year. We would like to reduce this PO and make these funds available for the above requested increases.

Brianna Pierce
 Administrative Staff Assistant
 Fire Rescue - Training



Marion County

Board of County Commissioners

Agenda Item

File No.: 2024-15877

Agenda Date: 8/6/2024

Agenda No.: 7.3.2.

SUBJECT:

Request Approval of Change Order 3 to Purchase Order 2301189: Animal Services Center Rehabilitation - Borrelli & Partners, Inc., Orlando, FL (Budget Impact - Neutral; additional expenditure of \$145,853 as approved in FY 2023-24 Infrastructure Surtax budget)

INITIATOR:

Susan Olsen, Director

DEPARTMENT:

Procurement Services

DESCRIPTION/BACKGROUND:

On June 6, 2023, the Board awarded a contract to Borrelli & Partners, Inc. to provide professional design, architectural, engineering, and consulting services for a modern family-friendly Animal Services facility focused on adoption and enrichment for the animals and serving our community. Change Order one (1) added ten percent (10%) contingency as allowed per ordinance, Change Order two (2) added \$1,457,280.90 and reduced contingency from ten percent (10%) to five percent (5%). If approved today, Change Order three (3) is adding an additional \$145,852.56 to the Purchase Order to expand the scope to include additional mechanical, electrical, and plumbing alternatives, expedited designs, and construction documents for bidding purposes to ensure the budget and timeline are met.

Attached for review, is a copy of the Change Order and Borrelli & Partners, Inc. proposal. Pending approval today, the Change Order will be presented for the Clerk's and Chair's signatures.

BUDGET/IMPACT:

Neutral; additional expenditure of \$145,852.56, bringing the total Purchase Order amount to \$1,756,185.26. Funding is from line VJ731562-562102 (INFRASUR TAX CAP PROJ FUND)

RECOMMENDED ACTION:

Motion to approve and authorize the Chair and Clerk to execute Change Order 3 to Purchase Order 2301189 for Borrelli & Partners, Inc. under 23Q-013.



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 07/01/2024 Department Facilities Management Change Order # 3

☐ Additional Days Only Is Board Action Required? Yes

Bid/Contract/Quote Number & Project Title:
23Q-013

Project Code: ASC000001

PO Number: 2301189

Contract Amount: _____

Vendor (Name & Address):

Borrelli & Partners Inc
720 Vassar Street
Orlando, FL 32804

GL Account Number (ORG/OBJECT):
VJ731562-562102

Have you sent Procurement the revised P&P Bond? Yes ☐ No ☒ N/A ☐

Is the change order amount from Contingency? Yes ☐ No ☒

Contingency Amount Using (if requesting use): _____

DESCRIPTION OF CHANGE

Request to increase the scope to include additional MEP alternative and expedited designs and construction documents for bidding purposes to ensure the project budget and time line are met.

* BACKUP DOCUMENTATION MUST BE ATTACHED CLARIFYING CHANGE

Original PO Amount: _____ \$139,138.00

The Current PO Amount (includes all previous change orders): _____ \$1,610,332.70

The PO will be increased/decreased by this change order in the amount of: _____ Increase ☒
(Do not put contingency amount) Decrease ☐ \$145,852.56

The new PO amount including this change order will be: _____
(PO amount will not change if it comes from contingency)(auto calculated) \$1,756,185.26

Contract time will be Increased/decreased by _____ DAYS

Prior Substantial Completion Date _____ Revised Substantial Completion Date _____

Prior Final Completion Date _____ Revised Final Completion Date _____

Approval:

Department Head _____ Date 7/3/24

Project Mgr. _____ Date _____

Administration (If Applicable) _____ Date _____

Procurement: _____ Date _____

BCC Approval (when applicable):

Chairman, BCC _____ Date _____

Attest: Clerk of Court _____ Date _____

County Administrator _____ Date _____



June 25th, 2024

Mr. Jared Goodspeed, Director Facilities Management
Marion County Board of County Commissioners
2602 SE 8th Street
Ocala, FL 34471

Re: **Revised Additional Services Proposal for Architectural and Engineering Services for Phase 2 of the Marion County Animal Services Facility, Marion County, FL**

Dear Mr. Goodspeed:

Borrelli + Partners, Inc. (B+P) hereby respectfully provides this additional services scope and fee proposal for the above referenced project for your review and consideration.

The request for additional services stems from the following elements noted below:

- Increase in project scope and complexity impacting of the following:
 - Multiple revisions of previously approved program documents.
 - Multiple revisions of building concepts responding to the program revisions above and beyond what was included in our Agreement.
 - Additional meetings above and beyond what was included in our Agreement.
 - Expedited construction document production requirements to assist Marion County and CM achieve a December 2025 completion date.
 - Development of an early site/civil/landscape architectural permit and bidding package required to meet expedited schedule.

It is our understanding that the newly approved project budget for Phase 1 is \$22,000,000.00 for a 46,018 sq.ft. facility, including the animal services building, four (4) kennels and one (1) future pad-ready kennel.

PROPOSAL QUALIFICATIONS / ASSUMPTIONS:

- B+P has based our additional services proposal on the approved Conceptual Design approved by Marion County.
- Significant changes to the accepted site master plan and Concept Design phase are not anticipated nor included.
- Our proposal anticipates the revised final project's program (animal services building size is approximately 27,202 sq.ft. and kennels to be 4,704 sq.ft.) is completed and approved and will be used as the basis for phase 1 of the project. Major modifications to the program may result in additional services.
- Our proposal does not include any scope of work related to off-site improvements. **Our services and fees do not include the design, permitting or any other services related to the design of a new roadway to the property. Our fee only includes the design of a driveway connection to the site.**
- Value Engineering (VE) beyond Construction Documents (60%) phase shall be considered additional services. It is acknowledged that B+P is required to deliver documents for the overall project within the stipulated budget or will make modifications to the documents to bring the project within budget. Both parties understand and agree that CM will develop cost estimates at each phase of delivery required by B+P.
- It is anticipated that the CM will deliver cost estimates at each required phase **no later than two (2) weeks after delivery of design documents.**

SCHEDULE:

A revised schedule will be prepared and presented to Marion Co., adjusting for the time taken by Marion Co. to reach a consensus on the site plan and building designs to achieve an approved Concept Design.

NOT INCLUDED IN SCOPE OF SERVICES:

- A. Building/Systems Commissioning
- B. Public Presentations / Presentations to County/City Commissions
- C. Models or Renderings (other than noted herein)
- D. Permit Submission Review Fees (other than noted herein)
- E. Threshold Inspection
- F. LEED or Green Globes Services
- G. Cost Estimating (assume CM will produce)
- H. Graphic Design (except for code required signage)
- I. Changes to the Scope of Services

FEE PROPOSAL:

We hereby request for the above noted additional scope of services a total fee of **One Hundred Forty-Five Thousand Eight Hundred Fifty-Two Dollars and Fifty-Six Cents (\$145,852.56)**.

Please see **Exhibit A – 2023 B+P Hourly Rates** to be utilized for all authorized Additional Services.

If you have any questions or if I can provide any additional clarification regarding our services, please feel free to contact me at your convenience. Please notify us if this proposal meets with your approval. Once approved we hope to move beyond the Conceptual Design phase. We look forward to collaborating with you on the next phase of this exciting project.

Sincerely,



Jorge A. Borrelli, ASLA, LEED AP BD+C, CPTED
President
Borrelli + Partners, Inc.
Architects Planners

Cc: Dan Trbovich, R.A., NCARB, LEED AP BD+C, Sr. Associate – B+P
Chandra Murray, Chief Financial Officer, Sr. Associate – B+P

EXHIBIT A

2023 Billing Rate Schedule

<u>Architectural Principals:</u>	<u>Billable Rate:</u>
Architect/Landscape Architect/Interior Designer – Principal	\$200.00
<u>Architectural Staff:</u>	<u>Billable Rate:</u>
Sr. Project Manager	\$192.00
Project Manager	\$177.00
Project Architect	\$151.00
Architectural/Interior Designer	\$115.00
<u>Landscape Architectural Staff</u>	<u>Billable Rate:</u>
Project Manager Landscape Architect	\$177.00
Project Landscape Architect	\$151.00
Landscape/Irrigation Designer	\$115.00
<u>Support Staff:</u>	<u>Billable Rate:</u>
Clerical/Secretarial/Administration	\$ 94.00
Architectural Spec. Writer	\$135.00
<u>A/E Field Representative</u>	<u>Billable Rate:</u>
Field Representative	\$150.00



Marion County

Board of County Commissioners

Agenda Item

File No.: 2024-15850

Agenda Date: 8/6/2024

Agenda No.: 7.3.3.

SUBJECT:

Request Approval of Change Order 3 to Purchase Order 2400423: 23P-071 Bunker Gear for Firefighter and EMS Personnel - Municipal Equipment Company, LLC, Orlando, FL (Budget Impact - Neutral; additional expenditure of \$604,592 as approved in the FY 2023-24 budget)

INITIATOR:

Susan Olsen, Director

DEPARTMENT:

Procurement Services

DESCRIPTION/BACKGROUND:

On April 4, 2023, the Board approved a contract with Municipal Equipment Company, LLC, to purchase Lion Janesville V-Force Bunker Gear for Firefighter and EMS Personnel. Change Orders 1 and 2 added funds to the Purchase Order as a result of an increase in bunker gear costs. Change Order 3 will add an additional \$604,592 for 170 sets of Bunker Gear. A set of gear consists of a coat and a pair of pants, this purchase will ensure each Firefighter and EMS Personnel have 2 sets of Bunker Gear. The bunker gear will be ordered, shipped, and invoiced in this current fiscal year.

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

BUDGET/IMPACT:

Neutral; additional expenditure of \$604,592, bringing the total purchase order amount to \$1,144,694.10. Funding is from line EF300522-552107 (\$362,756) (Fire Rescue and EMS Fund) and AA305526-552107 (\$241,836) (General Fund).

RECOMMENDED ACTION:

Motion to approve and authorize the Chair and Clerk to execute Change Order 3 to Purchase Order 2400423 for Municipal Equipment Company, LLC, under 23P-071.



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 07/16/2024 Department Fire Rescue Change Order # 3

☐ Additional Days Only Is Board Action Required? Yes ☐ No ☒ N/A

Bid/Contract/Quote Number & Project Title:
23P-071 - Bunker Gear for Firefighter & EMS Personnel

Vendor (Name & Address):

Municipal Equipment Co (#1351)
PO BOX 26733
Tampa, FL 33623

Project Code: _____

PO Number: 2400423

Contract Amount: 448,000

GL Account Number (ORG/OBJECT):
EF300522-552107 / AA305526-552107

Have you sent Procurement the revised P&P Bond? Yes ☐ No ☐ N/A ☒

Contingency Amount Using (if requesting use): _____

Is the change order amount from Contingency? Yes ☐ No ☒

JUSTIFICATION & DESCRIPTION OF CHANGE

Additional funds needed to cover 170 set Bunker Gear Order for if it were to ship in the current fiscal year. This large order is to complete the 2-set Bunker Gear Project. Funds are to be added to the following accounts:
EF300522-552107 (\$362,756) and AA305526-552107 (\$241,836).

* BACKUP DOCUMENTATION MUST BE ATTACHED CLARIFYING CHANGE*

Original Ordered Amount:	\$448,000.00
Current Ordered Amount (Not the balance):	\$540,102.10
The PO will be increased/decreased by this change order in the amount of: (Do not put contingency amount)	Increase <input checked="" type="checkbox"/> Decrease <input type="checkbox"/> \$604,592.00
The new PO amount including this change order will be: (PO amount will not change if it comes from contingency)(auto calculated)	\$1,144,694.10
Contract time will be Increased/decreased by _____ DAYS	0
Prior Substantial Completion Date _____	Revised Substantial Completion Date _____
Prior Final Completion Date _____	Revised Final Completion Date _____

Approval:

Director/Designee

Project Mgr.

Date

Date

BCC Approval (when applicable):

Chairman, BCC

Date

Attest: Clerk of Court

Date

Administration (If Applicable)

Date

County Administrator

Date

Procurement:

Date

Revised 10/2023



MUNICIPAL EQUIPMENT -
FLORIDA
 408 BIF COURT
 ORLANDO, FL 32809
 PHONE (800) 228-8448



Quote

Entered Date	Taken By	Customer #	Order #
7/12/24	DW01	30150	446089-00
PO #	Requested Ship Date	Page #	
	7/12/24	1	

Bill To
 MARION COUNTY FIRE RESCUE
 110 NW 1ST AVENUE

OCALA, FL 34475-6601

Ship To
 MARION COUNTY FIRE RESCUE
 981 N.E. 16TH STREET, BLDG. 2

OCALA, FL 34470

Correspondence To
 MUNICIPAL EQUIPMENT CO, LLC
 408 BIF COURT
 EMAIL: sales@mecofire.com
 PHONE (800) 228-8448
 ORLANDO, FL 32809

Instructions

Ship Point
 MUNICIPAL EQUIPMENT - FLORIDA

Via
 Best Way

Shipped

Terms
 NET 30 DAYS

Notes

Line	Product and Description	UPC Item	Order Quantity	Shipped Quantity	Qty UM	Unit Price	Price UM	Amount(Net)
1	CVBM JANESVILLE V-FORCE BI-SWING COAT, PER SPECIFICATION	00000	170.00	170.00	each	2,145.71	each	364,770.70
2	PVFM JANESVILLE V-FORCE LOW RISE PANT WITH SUSPENDER PER SPECIFICATION	00000	170.00	170.00	each	1,410.71	each	239,820.70
3	M Memo: PRICES QUOTED INCLUDE FREIGHT - QUOTE EXPIRES ON 10/1/24	00000	1.00	1.00	EA	0.00	EA	0.00
3	Lines Total		Total Order Quantity	341.00			Subtotal	604,591.40
							Taxes	0.00
							Total	604,591.40



Marion County

Board of County Commissioners

Agenda Item

File No.: 2024-15709

Agenda Date: 8/6/2024

Agenda No.: 7.3.4.

SUBJECT:

Request Approval of Contract Renewal: 21B-192-CA-01, Metal Fabrication and Repair Services - Alien Engineered Products, LLC, Anthony, FL (Budget Impact - Neutral; estimated expenditure of \$50,000 as proposed in FY 2024-25 budget)

INITIATOR:

Susan Olsen, Director

DEPARTMENT:

Procurement Services

DESCRIPTION/BACKGROUND:

On May 17, 2022, the Board approved a contract with Alien Engineered Products, LLC, to provide on-site metal fabrication and repair services at the Baseline Landfill and eighteen remote recycling centers. Alien Engineered Products, LLC, has performed the work in accordance with the agreement since it began and Marion County Solid Waste is proposing to renew the contract for the first of two (2) annual renewal options. If approved today, the term will be effective October 1, 2024 through September 30, 2025.

Attached for review is an approved LRM and a draft contract amendment. Pending approval at today's meeting, it will be sent to Alien Engineered Products, LLC, for signature and upon return, will be routed to the Clerk and Chair for signatures.

BUDGET/IMPACT:

Neutral; estimated annual expenditure of \$50,000. Funding is from ZA427534-546301 (Solid Waste Disposal Fund). Annual costs will not exceed approved FY budget amounts without being brought back to the Board.

RECOMMENDED ACTION:

Motion to approve and authorize the Chair and Clerk to execute the contract amendment with Alien Engineered Products, LLC. under 21B-192.



LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Figman Jennifer (Dept) Procurement Services - 2530
 Last First
 (Title) PCA (Phone) 352-671-8444
 Signature Jennifer Figman Date Wednesday, July 10, 2024

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

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

Description of Request

Attached for review and approval is one (1) contract renewal: 21B-192-CA-01 Metal Fabrication and Repair Services - Alien Engineered Products, LLC

Dept: Solid Waste ACA Review: A. Roussel: _____

Upon review and approval, please return all documents, including approved LRM, to Procurement for processing.

Thank you, Jennifer

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

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

Agenda Item? ☒ Yes ☐ No

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

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

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2024-595

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.
Thomas Schwartz

RECEIVED

By Marion County Attorney- AT at 9:37 am, Jul 12, 2024

Attorney Signature: _____ Date: 7/12/24

Staff Signature: _____ Returned: ☐ Department ☐ Admin ☐ _____
 Completed

FIRST AMENDMENT TO THE AGREEMENT

In accordance with the Metal Fabrication and Repair Services Agreement entered into on August 17, 2021, and all of its amendments (if any), collectively (the "Agreement") this First Amendment to the Agreement (this "Amendment") is made and entered into by and between **Alien Engineered Products, LLC.**, whose address is 9655 NE 21st Ave., Anthony, FL 32617; possessing FEIN **45-2520948**, (hereinafter referred to as "CONTRACTOR") and Marion County, a political subdivision of the State of Florida, 601 SE 25th Avenue, Ocala, FL, 34471, (hereinafter referred to as "COUNTY").

WITNESSETH

WHEREAS this Amendment shall remain in full force and effect until completion of all services required of CONTRACTOR, and the parties wish to amend the Agreement.

IN CONSIDERATION of the mutual covenants and conditions contained herein, COUNTY and CONTRACTOR (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

1. This Amendment shall be deemed to amend and become part of the Agreement in accordance with the project 21B-192, (the "Project"). All provisions of the Agreement not specifically amended herein shall remain in full force and effect.
2. This Amendment renews the Agreement for One (1) year term, effective October 1, 2024 and ending September 30, 2025 (the "Term"). Pending mutual request, and Board approval, a one (1) year term renewal option is available. All Work Shall proceed in a timely manner without delays.
3. This Amendment changes the principal and mailing address from 656 NW 30th Ave, Ocala, FL 34475, to 9655 NE 21st Ave., Anthony, FL 32617.

IN WITNESS WHEREOF the Parties have entered into this Amendment, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA

GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

MICHELLE STONE DATE
CHAIRMAN

**FOR USE AND RELIANCE OF MARION
COUNTY ONLY, APPROVED AS TO
FORM AND LEGAL SUFFICIENCY**

BCC APPROVED: August 6, 2024
21B-192-CA-01 Metal Fabrication and Repair Services

MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

WITNESS:

ALIEN ENGINEERED PRODUCTS, LLC.

SIGNATURE

PRINTED NAME
WITNESS:

SIGNATURE

PRINTED NAME

BY: DATE

PRINTED:

ITS: (TITLE)

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 **Alien Engineered Products, LLC**, located at 656 NW 30th Ave, Ocala, FL 34475, possessing FEIN# 45-2520948 (hereinafter referred to as "CONTRACTOR") under seal for the Metal Fabrication and Repair Services for Solid Waste, (hereinafter referred to as the "Project"), and COUNTY and CONTRACTOR hereby agreeing as follows:

WITNESSETH:

In consideration of the mutual covenants and promises contained herein, COUNTY and CONTRACTOR (singularly referred to as "Party," collectively "Parties") hereto agree as follows:

Section 1 – The Contract. The contract between COUNTY and CONTRACTOR, of which this Agreement is part, consists of the Contract Documents. This Agreement approved by the Board of County Commissioners on August 17, 2021 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 #21B-192 - Metal Fabrication and Repair Services for Solid Waste, 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 last signature date set forth below and shall continue through September 30, 2024, with an option of two (2), annual renewals, pending mutual agreement (the "Term"). All work shall proceed in a timely manner without delays. TIME IS OF THE ESSENCE. All limitations of time set forth in the Contract Documents are of the essence of this Contractor. The Work may be presumed abandoned after ninety (90) calendar days if CONTRACTOR terminates the Work without just cause or without proper notification to COUNTY, including the reason for termination, or fails to perform Work without just cause for ninety (90) calendar days.

Section 5 – Scope of Services. As per specifications and requirements of project Metal Fabrication and Repair Services for Solid Waste, the CONTRACTOR shall complete the scope of services for the Metal Fabrication and Repair Services for Solid Waste, per the Contract Documents, Exhibit A – Scope of Work, hereto, and within the Term.

Section 6 - Compensation. COUNTY shall make payment according to the fee schedule, Exhibit B, (the "Agreement Price"), to CONTRACTOR under COUNTY's established procedure and according to the schedule set forth in the Schedule of Values, Exhibit B hereto. There shall be no provisions for pricing adjustments during the Term.

Section 7 – Use of Other Contracts. COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or county governmental agencies, school board, community college/state university system or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this Agreement if it is in the best interest of COUNTY.

Section 8 – Assignment. CONTRACTOR may not subcontract all or any part of this Agreement without written approval by COUNTY.

Section 9 – Laws, Permits, and Regulations. Prior to the performance of any Work hereunder, CONTRACTOR shall obtain and pay for all licenses and permits, as required to perform the Work. CONTRACTOR shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the services provided under this Agreement.

Section 10 – Amendments. This Agreement may only be amended by mutual written agreement of both Parties.

Section 11 – Books and Records. CONTRACTOR shall keep records of all transactions, including documentation accurately reflecting the time expended by CONTRACTOR and its personnel. COUNTY shall have a right to request records from CONTRACTOR, and for those records to be made available within a reasonable timeframe depending on method of acquisition.

Section 12 – Public Records Compliance

A. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

Public Relations | 601 SE 25th Ave, Ocala, FL 34471

Phone: 352-438-2300 | Fax: 352-438-2309

Email: publicrelations@marioncountyfl.org

B. CONTRACTOR shall comply with public records laws, specifically:

- Keep and maintain public records required by COUNTY to perform the Work;
- Upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- Ensure that 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.

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.

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. FIRM shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-. Self-Insured companies that cannot be rated, will also be considered. All policies must include all requirements listed below, reference the project number and show Marion County as additional insured. The Certificate should also provide for 30-day cancellation notice to the Procurement Director's address, set forth herein.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws.

- Employer's Liability limits for not less than \$100,000 each accident \$500,000 disease policy limit and \$100,000 disease each employee must be included.
- The Contractor/Vendor, and its insurance carrier, waives all subrogation rights against Marion County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- The County requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a Commercial General Liability policy with limits not less than

- \$1,000,000 each occurrence for Bodily Injury, Property Damage and Personal and Advertising Injury
- \$2,000,000 each occurrence for Products and Completed Operations

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

- In the event the Contractor/Vendor does not own vehicles, the Contractor/Vendor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Section 15 – Independent Contractor. In the performance of this Agreement, CONTRACTOR will be acting in the capacity of an "Independent Contractor" and not as an agent, employee, partner, joint venture, or associate of COUNTY. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by CONTRACTOR in the full performance of this Agreement.

Section 16 – Default/Termination. In the event CONTRACTOR fails to comply with any of the provisions of this Agreement, COUNTY may terminate this Agreement for cause by first notifying CONTRACTOR in writing, specifying the nature of the default and providing CONTRACTOR with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, COUNTY thereafter may terminate this Agreement for cause upon written notice to CONTRACTOR without prejudice to COUNTY. In the event of termination of this Agreement for cause, COUNTY will then be responsible to compensate CONTRACTOR only for those services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to CONTRACTOR. In the event of termination of this Agreement without cause, COUNTY will compensate CONTRACTOR for all services timely and satisfactorily performed pursuant to this Agreement up to and including the date of termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY's or other public entity's obligations under this Agreement. Should this occur, COUNTY shall have no further obligation to CONTRACTOR other than to pay for services rendered prior to termination.

Section 17 – Damage to Property. CONTRACTOR shall be responsible for all material, equipment and supplies sold and delivered to COUNTY under this Agreement and until final inspection of the Work and acceptance thereof by COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed, or COUNTY property, buildings, or equipment is damaged during delivery or unloading, or in the course of the WORK prior to final inspection and acceptance, CONTRACTOR shall replace the same or be returned to original state without additional cost to COUNTY, as applicable.

Section 18 – Governing Law, Law, Venue, Waiver of Jury Trial, and Attorney's Fees. This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly

against one party than against the other because it may have been drafted by one of the parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County, Florida (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial, (3) the prevailing party shall be entitled to recover all of its costs, including attorney's fees.

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 448.09(1), 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 a least one (1) year after the date of termination.
- h) CONTRACTOR is liable for any additional costs incurred by COUNTY as a result of a termination under this subsection.
- i) Any such termination under this subsection is not a breach of this Agreement and may not be considered as such.
- j) CONTRACTOR shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
- k) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Agreement.

Section 21 – Force Majeure. Neither CONTRACTOR nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or

delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

Section 22 – Counterparts. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the Parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

Section 23 - Scrutinized Companies, pursuant to Section 287.135, F.S.

A. Certification.

1. If this Agreement is for One Million Dollars or more, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR was not then and is not now:
 - a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or
 - b. Engaged in business operations in Cuba or Syria.
2. If this Agreement is for any amount, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR was not then and is not now:
 - a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
 - b. Engaged in a boycott of Israel.

B. Termination, Threshold Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for One Million Dollars and CONTRACTOR meets any of the following criteria.

1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and CONTRACTOR is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S., or
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.
2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and CONTRACTOR is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.
3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and CONTRACTOR is found to meet any of the following conditions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.;
 - c. Been engaged in business operations in Cuba or Syria; or
 - d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
4. Was entered into or renewed on or after July 1, 2018, and CONTRACTOR is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.

C. Termination, Any Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for any amount and meets any of the following criteria.

1. Was entered into or renewed on or after July 1, 2018, and
 2. CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
- D. Comply; Inoperative. The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

Section 24 – Sovereign Immunity. Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in the Agreement, any obligation of COUNTY to indemnify CONTRACTOR, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of the Agreement.

Section 25 – On-Going Compliance. The Parties acknowledge that the Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of the Agreement. The Parties understand and agree that the Agreement is intended to reflect and require the Parties' compliance with all laws at all times. The Parties expressly and specifically agree to perform the Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

Section 26 – CONTRACTOR Conduct: These Guidelines govern CONTRACTOR while doing work on COUNTY property, as well as its employees, agents, consultants, and others on COUNTY property in connection with CONTRACTOR's work or at CONTRACTOR's express or implied invitation.

- **Courtesy and Respect:** COUNTY is a diverse government institution and it is critical that CONTRACTOR and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
- **Language and Behavior:** CONTRACTOR and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY property is not permitted under any circumstance.
- **No Weapons, Alcohol, or Drugs:** The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by CONTRACTOR or its employees is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.
- **Smoking:** CONTRACTOR and its employees are not permitted to smoke in or near any COUNTY buildings.
- **Fraternization:** CONTRACTOR and its employees may not fraternize or socialize with COUNTY staff.
- **Appearance:** CONTRACTOR and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.
- **Reporting:** CONTRACTOR is required to report any matter involving a violation of these rules or any matter involving health or safety, including any altercations, to COUNTY's Procurement Services immediately.

CONTRACTOR is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, CONTRACTOR will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY property and prohibited actions could result in the immediate termination of any or all of CONTRACTOR's contracts with COUNTY.

Section 27 – Authority to Obligate. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and bind and obligate such Party with respect to all provisions contained in this Agreement.

Section 28 – Notices. Except as otherwise provided herein, all written communication between the parties, including all notices, shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be deemed effective if mailed, when deposited in a United States Postal Service mailbox with postage prepaid and if hand delivered, upon personally handing same to the party to whom the notice of other communication is addressed with signed proof of delivery. If otherwise delivered, notices shall be considered delivered when reflected

by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. All parties certify that each has software capable of sending electronic mail read receipts to the other. Any party sending notice by electronic mail acknowledges and accepts the inherent risks that come with same. If notice is delivered in multiple ways, notice shall be considered delivered at the earliest delivery time. CONTRACTOR's and COUNTY's representatives and addresses for notice purposes are:

CONTRACTOR: Alien Engineered Products, LLC
656 NW 30th Ave, Ocala, FL 34475
CONTACT PERSON: Juan Giron | 352-304-4960

COUNTY: Marion County Solid Waste
c/o Marion County, a political subdivision of the State of Florida
601 SE 25th Ave, Ocala, FL 34471

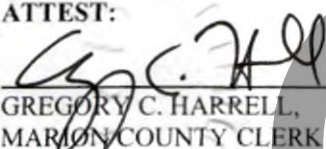
A copy of all notices to COUNTY hereunder shall also be sent to:

Procurement Services Director
Marion County Procurement Services Department
2631 SE 3rd St., Ocala, FL 34471

Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as procurement@marioncountyil.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: jgiron@alienep.com and sales@alienep.com. Designation signifies CONTRACTOR's election to accept notices solely by e-mail.

IN WITNESS WHEREOF the Parties have entered into this Agreement, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:


GREGORY C. HARRELL, DATE 8/17/2021
MARION COUNTY CLERK OF COURT

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA


JEFF GOLD, DATE 8/17/2021
CHAIRMAN

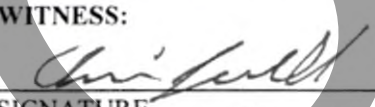
FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM

BCC APPROVED: August 17, 2021
21B-192 | Metal Fabrication and Repair Services for Solid Waste

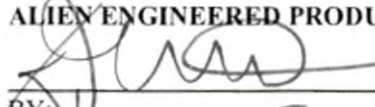
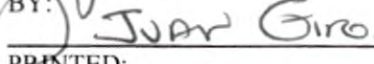
AND LEGAL SUFFICIENCY


for: MATTHEW G. MINTER, DATE 9-16-2021
MARION COUNTY ATTORNEY

WITNESS:



SIGNATURE
Chas Jewell
PRINTED NAME

ALIEN ENGINEERED PRODUCTS, LLC


BY:  DATE 8/25/21
PRINTED: Juan Giron

OWNER
ITS: (TITLE)

WITNESS:


SIGNATURE
Lucas Vaughn
PRINTED NAME

21B-192 METAL FABRICATION AND REPAIR SERVICES FOR SOLID WASTE

EXHIBIT A – SCOPE OF WORK

- The requested services are to be performed on-site at the Marion County Baseline Landfill, 5601 SE 66th Street, Ocala, FL 34480, and remote sites to include the eighteen (18) recycling centers. Services will be performed on call as necessary; work will be performed at an hourly rate during normal the normal operating hours of Monday – Saturday, 7:00AM to 5:00PM, as scheduled by the Solid Waste Department.
- The minimum call-out for service(s) is two (2) hours.
- Emergency service hours shall be priced independently. This type of service request is not typical, but has been required in the past; please provide the emergency hourly rate and a minimum emergency call out period charge for 5:00PM to 7:00, as well as Sunday.
- All prices shall be firm and include transportation charges for providing services to any of the County locations. Contractor travel costs must be incorporated in the bid proposal price. Hourly labor rates being with Contractor's arrival at the site and end when Contractor leaves the site. After the first full hour, hourly rates shall be prorated to the closest fifteen (15) minute interval. Contractor to provide minimum charge for required call out.
- Contractor shall respond to regular service calls by scheduling work to occur within forty-eight (48) hours and shall have adequate staff to complete the work requested by the department in a timely manner.
- Contractor shall have the ability to respond to emergency service calls with a two (2) hour on-site response time. Specifically, contractor shall respond with a call back within one (1) hour and shall be on-site within one (1) additional hour.
- Emergency service calls shall be defined as a condition affecting the welfare of county employees or the public which cannot await regular scheduling and is at the discretion of the County staff determination of "emergency".
- Contractor to provide all transportation of portable equipment; welders, torches, gas tanks, general welding supplies, and welding safety equipment necessary to perform repairs on County owned metal solid waste roll-off boxes, garbage compactor units, compactor boxes, trucks, trailers, or other equipment as mutually determined by the Solid Waste Department and contractor as feasible for welding repair.
- Contractor shall be responsible for 100% of the work. Subcontracting **will not** be permitted for any portion of the fabrication and/or repairs.
- Marion County will be responsible to provide specific repair materials for the job (i.e., metal, rollers, handles, replacement parts, etc.). The County will only pay for materials that have been authorized and used.
- Prior to the start of work, the Contractor much provide a cost estimate and list of materials needed for the work to be completed.
- Contractor's staff must wear photo identification displaying the company name and employee name on their person when performing work at any County's locations.

- Contractor shall remove and dispose of all extra material and debris from the work site. The premises must be left clean at all times.
- Contractor shall be responsible for restoration and/or replacement of any property damage due to neglect or misuse of equipment. All damaged landscaping, equipment, etc., shall be restored to original or superior condition.
- Contractor shall have a minimum of 10 years' experience in the following tasks:
 - Mig, Tig, and Arc welding of steel and aluminum.
 - Metal fabrication.
 - General metal repairs.
- Examples of repairs that may be required:
 - Repair and replacement of door latches on 20 and 40 cubic yard waste containers.
 - Repair and replacement of damaged sheet metal on the walls of the 20 and 40 cubic yard waste containers.
 - Repair and replacement of waste containers doors.
 - Repair and replacement of side rails on waste container.
 - Repair and replacement of roller wheels on waste containers.
 - Repair and replacement of sheet metal on waste compactor units.
 - Repair and replacement of hinges, doors, and sheet metal on dump trailers.
 - Miscellaneous metal fabrication projects as requested by the department.
- The contractor shall guarantee all workmanship and parts furnished and installed under this contract against defect for one (1) year.

**21B-192 METAL FABRICATION AND REPAIR SERVICES FOR SOLID WASTE
EXHIBIT B – SCHEDULE OF VALUES**

ITEM	DESCRIPTION	COST PER HOUR
1	Normal Operating Hours: Monday – Saturday, 7AM to 5PM	\$90.00
2	Outside normal operating hours, emergency call-out and Sunday	\$135.00

LRM Checklist

(Complete and Attach to LRM before sending to Legal)

Project Name/# 21B-192 Metal Fabrication and Repair Services for Solid Waste

Contract/Agreement Status:



New



Modification/Amendment/Task Order

Parent Agreement Expiration _____



Provisions covering Public Records Language are or have been included to date.



Contract includes all noted exhibits.



Sunbiz printout attached and the following have been verified:



Status - Active



FEIN # matches contract



Primary Address matches contract



Signer is a Company Officer or Designated Signatory

Authorization for Designated signatory included _____



E-Verify Verification (snapshot) attached

Additional Notes:

Form Completed By: Anette Francia



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Limited Liability Company
ALIEN ENGINEERED PRODUCTS, LLC

Filing Information

Document Number L11000068166
FEI/EIN Number 45-2520948
Date Filed 06/10/2011
Effective Date 06/27/2011
State FL
Status ACTIVE

Principal Address

656 NW 30TH AVE
OCALA, FL 34475

Changed: 08/21/2018

Mailing Address

656 NW 30TH AVE
OCALA, FL 34475

Changed: 08/21/2018

Registered Agent Name & Address

Giron, Juan G
656 NW 30TH AVE
OCALA, FL 34475

Name Changed: 02/01/2019

Address Changed: 08/21/2018

Authorized Person(s) Detail

Name & Address

Title Manager

Giron, Juan
656 NW 30TH AVE
OCALA, FL 34475

Annual Reports



Marion County

Board of County Commissioners

Agenda Item

File No.: 2024-15578

Agenda Date: 8/6/2024

Agenda No.: 7.3.5.

SUBJECT:

Request Approval of First Amendment: 22B-192-CA-01, Waste Tire Transport and Disposal - Friends Recycling, LLC., Ocala, FL (Budget Impact - Neutral; expenditure of \$54,000 as proposed in FY2024-25 budget)

INITIATOR:

Susan Olsen, Director

DEPARTMENT:

Procurement Services

DESCRIPTION/BACKGROUND:

On September 7, 2022, the Board approved a contract with Friends Recycling, LLC, for the collection and disposal of waste tires at the Baseline Landfill. Friends Recycling, LLC, has performed the work in accordance with the agreement since it began and Marion County Solid Waste is proposing to renew the contract for the first of two (2) annual renewal options. The current contract charges Marion County \$127 per ton to process light-duty tires with and without rims. Friends Recycling, LLC, requested an increase of \$10 which would increase the processing rate to \$137 per ton. If approved today, the current rate of \$127 will end September 30, 2024 and the new rate of \$137 will begin October 1, 2024.

Attached for review is a draft contract amendment. Pending approval at today's meeting, a copy will be sent to Friends Recycling, LLC, for signature and upon return, will be routed for signatures by the County Attorney, Clerk, and Chair.

BUDGET/IMPACT:

Neutral; estimated annual expenditure of \$54,000. Annual costs will not exceed approved FY budget amounts without being brought back to the Board.

RECOMMENDED ACTION:

Motion to approve request and allow staff to issue, and upon approval from Legal, authorize the Chair and Clerk to execute the contract amendment with Friends Recycling, LLC, under 22B-192.

FIRST AMENDMENT TO THE AGREEMENT

In accordance with the Waste Tire Transport & Disposal Agreement entered into on October 1, 2022, and all of its amendments (if any), collectively (the "Agreement") this First Amendment to the Agreement (this "Amendment") is made and entered into by and between **Friends Recycling, L.L.C.**, whose address is 2350 NW 27th Ave, Ocala, FL 34475; possessing FEIN **59-3598319**, (hereinafter referred to as "CONTRACTOR") and Marion County, a political subdivision of the State of Florida, 601 SE 25th Avenue, Ocala, FL, 34471, (hereinafter referred to as "COUNTY").

WITNESSETH

WHEREAS this Amendment shall remain in full force and effect until completion of all services required of CONTRACTOR, and the parties wish to amend the Agreement.

IN CONSIDERATION of the mutual covenants and conditions contained herein, COUNTY and CONTRACTOR (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

1. This Amendment shall be deemed to amend and become part of the Agreement in accordance with the project 22B-192, (the "Project"). All provisions of the Agreement not specifically amended herein shall remain in full force and effect.
2. This Amendment renews the Agreement for One (1) year, effective October 1, 2024 and ending September 30, 2025, with one (1) one-year renewal option, pending mutual agreement (the "Term").
3. This Amendment adds a rate increase of \$10 to the processing fee as shown below.

Description	Old Rate - Ending 9/30/2024	New Rate- Beginning 10/1/2024
Passenger/Light-Duty Tires with and without Rims	\$127 per Ton	\$137 per Ton

IN WITNESS WHEREOF the Parties have entered into this Amendment, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA

GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

MICHELLE STONE DATE
CHAIRMAN

**FOR USE AND RELIANCE OF MARION
COUNTY ONLY, APPROVED AS TO
FORM AND LEGAL SUFFICIENCY**

BCC APPROVED: August 6th, 2024
22B-192-CA-01 Waste Tire Transport & Disposal

MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

WITNESS:

FRIENDS RECYCLING, L.L.C.

SIGNATURE

BY: DATE

PRINTED NAME

PRINTED:

WITNESS:

ITS: (TITLE)

SIGNATURE

PRINTED NAME

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 **Friends Recycling, L.L.C.**, located at 2350 NW 27th Ave., Ocala, FL 34475, possessing FEIN# 59-3598319 (hereinafter referred to as "CONTRACTOR") under seal for the Waste Tire Transport & Disposal, (hereinafter referred to as the "Project"), and COUNTY and CONTRACTOR hereby agreeing as follows:

WITNESSETH:

In consideration of the mutual covenants and promises contained herein, COUNTY and CONTRACTOR (singularly referred to as "Party," collectively "Parties") hereto agree as follows:

Section 1 – The Contract. The contract between COUNTY and CONTRACTOR, of which this Agreement is part, consists of the Contract Documents. This Agreement approved by the Board of County Commissioners on September 7, 2022 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 #22B-192 - Waste Tire Transport & Disposal, the Offer, Project Bid Scope and/or Specifications, Plans and Drawings, any/all Addenda as issued in support of this Bid, and Certificate of Insurance.

Should any conflict arise between the Contract Documents and the Agreement, the terms of the Agreement shall govern.

Section 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 be effective October 1, 2022, through September 30, 2024, with two (2) annual renewal options, pending mutual agreement (the "Term"). All work shall proceed in a timely manner without delays. TIME IS OF THE ESSENCE. All limitations of time set forth in the Contract Documents are of the essence of this Contractor. The Work may be presumed abandoned after ninety (90) calendar days if CONTRACTOR terminates the Work without just cause or without proper notification to COUNTY, including the reason for termination, or fails to perform Work without just cause for ninety (90) calendar days.

Section 5 – Scope of Services. CONTRACTOR shall complete the scope of services for the Waste Tire Transport & Disposal, per the Contract Documents, Exhibit A – Scope of Work and within the Term.

Section 6 - Compensation. COUNTY shall make payment upon completion of the services as described in Section 2 of this Agreement to CONTRACTOR under COUNTY's established procedure (the "Agreement Price"). Except as provided herein, there shall be no provisions for pricing adjustments during the Term. Pending mutual agreement, and with sufficient justification, an annual increase not to exceed three percent (3%) may be requested with the renewal, no later than 60 days prior to the anniversary date.

Description	Unit Cost
Passenger/Light-Duty Tires with and without Rims	\$127/Ton

Section 7 – Use of Other Contracts. COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or county governmental agencies, school board, community college/state university system or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this Agreement if it is in the best interest of COUNTY.

Section 8 – Assignment. CONTRACTOR may not subcontract all or any part of this Agreement without written approval by COUNTY.

Section 9 – Laws, Permits, and Regulations. Prior to the performance of any Work hereunder, CONTRACTOR shall obtain and pay for all licenses and permits, as required to perform the Work. CONTRACTOR shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the services provided under this Agreement.

Section 10 – Amendments. This Agreement may only be amended by mutual written agreement of both Parties.

Section 11 – Books and Records. CONTRACTOR shall keep records of all transactions, including documentation accurately reflecting the time expended by CONTRACTOR and its personnel. COUNTY shall have a right to request records from CONTRACTOR, and for those records to be made available within a reasonable timeframe depending on method of acquisition.

Section 12 – Public Records Compliance

A. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY’S CUSTODIAN OF PUBLIC RECORDS AT:

Public Relations | 601 SE 25th Ave, Ocala, FL 34471

Phone: 352-438-2300 | Fax: 352-438-2309

Email: publicrelations@marionfl.org

B. CONTRACTOR shall comply with public records laws, specifically:

- Keep and maintain public records required by COUNTY to perform the Work;
- Upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of this Agreement if CONTRACTOR does not transfer the records to COUNTY; and,
- Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of CONTRACTOR or keep and maintain public records required by COUNTY to perform the Work. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon the completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

C. If CONTRACTOR fails to provide the public records to COUNTY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10 Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY.

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.

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. FIRM shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-. Self-Insured companies that cannot be rated, will also be considered. All policies must include all requirements listed below, reference the project number and show Marion County as additional insured. The Certificate should also provide for 30-day cancellation notice to the Procurement Director’s address, set forth herein.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws.

- Employer's Liability limits for not less than \$100,000 each accident \$500,000 disease policy limit and \$100,000 disease each employee must be included.
- The Contractor/Vendor, and its insurance carrier, waives all subrogation rights against Marion County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- The County requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a Commercial General Liability policy with limits not less than

- \$1,000,000 each occurrence for Bodily Injury, Property Damage and Personal and Advertising Injury
- \$2,000,000 each occurrence for Products and Completed Operations

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

- In the event the Contractor/Vendor does not own vehicles, the Contractor/Vendor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Section 15 – Independent Contractor. In the performance of this Agreement, CONTRACTOR will be acting in the capacity of an “Independent Contractor” and not as an agent, employee, partner, joint venture, or associate of COUNTY. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by CONTRACTOR in the full performance of this Agreement.

Section 16 – Default/Termination. In the event CONTRACTOR fails to comply with any of the provisions of this Agreement, COUNTY may terminate this Agreement for cause by first notifying CONTRACTOR in writing, specifying the nature of the default and providing CONTRACTOR with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, COUNTY thereafter may terminate this Agreement for cause upon written notice to CONTRACTOR without prejudice to COUNTY. In the event of termination of this Agreement for cause, COUNTY will then be responsible to compensate CONTRACTOR only for those services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to CONTRACTOR. In the event of termination of this Agreement without cause, COUNTY will compensate CONTRACTOR for all services timely and satisfactorily performed pursuant to this Agreement up to and including the date of termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY's or other public entity's obligations under this Agreement. Should this occur, COUNTY shall have no further obligation to CONTRACTOR other than to pay for services rendered prior to termination.

Section 17 – Damage to Property. CONTRACTOR shall be responsible for all material, equipment and supplies sold and delivered to COUNTY under this Agreement and until final inspection of the Work and acceptance thereof by COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed, or COUNTY property, buildings, or equipment is damaged during delivery or unloading, or in the course of the WORK prior to final inspection and acceptance, CONTRACTOR shall replace the same or be returned to original state without additional cost to COUNTY, as applicable.

Section 18 – Governing Law. Law, Venue, Waiver of Jury Trial, and Attorney’s Fees. This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County, Florida (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial, (3) the prevailing party shall be entitled to recover all of its costs, including attorney’s fees.

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.

Section 448.095, Florida Statutes, requires CONTRACTOR to be registered and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits CONTRACTOR from entering into the Agreement unless it is in compliance therewith. Information provided by CONTRACTOR is subject to review for the most current version of the State or Federal policies at the time of the award of the Agreement.

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. CONTRACTOR has agreed to perform in accordance with the requirements of this Section and agrees:
 - a) CONTRACTOR certifies and assures COUNTY that CONTRACTOR 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 CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, 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) When CONTRACTOR enters into a contract with an employee, a contractor or a subcontractor, CONTRACTOR shall obtain from that contracting party (“Contracting Party”) an affidavit stating that the Contracting Party does not employ, contract with, or subcontract with an unauthorized alien.
 - d) CONTRACTOR shall maintain a copy of such affidavit for the duration of the Agreement and provide it to COUNTY upon request.
 - e) CONTRACTOR shall immediately terminate the Contracting Party if CONTRACTOR has a good faith belief that the Contracting Party has knowingly violated Section 448.09(1), Florida Statutes, as set forth above.
 - f) If COUNTY has a good faith belief that CONTRACTOR’s Contracting Party has knowingly violated Section 448.09(1), Florida Statutes, but that CONTRACTOR has otherwise complied, COUNTY shall promptly order CONTRACTOR to terminate the Contracting Party. CONTRACTOR agrees that upon such an order, CONTRACTOR shall immediately terminate the Contracting Party. CONTRACTOR agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate CONTRACTOR.
 - g) If COUNTY terminates the Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for a 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 Section.
 - i) Any such termination under this Section is not a breach of the 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 the Agreement and COUNTY may treat a failure to comply as a material breach of the Agreement.

Section 21 – Force Majeure. Neither CONTRACTOR nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a “Force Majeure Event”). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or

delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

Section 22 – Counterparts. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the Parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

Section 23 - Scrutinized Companies, pursuant to Section 287.135, F.S.

A. Certification.

1. If this Agreement is for One Million Dollars or more, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR was not then and is not now:
 - a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or
 - b. Engaged in business operations in Cuba or Syria.
2. If this Agreement is for any amount, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR was not then and is not now:
 - a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
 - b. Engaged in a boycott of Israel.

B. Termination, Threshold Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for One Million Dollars and CONTRACTOR meets any of the following criteria.

1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and CONTRACTOR is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S., or
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.
2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and CONTRACTOR is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.
3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and CONTRACTOR is found to meet any of the following conditions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.;
 - c. Been engaged in business operations in Cuba or Syria; or
 - d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
4. Was entered into or renewed on or after July 1, 2018, and CONTRACTOR is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.

C. Termination, Any Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for any amount and meets any of the following criteria.

1. Was entered into or renewed on or after July 1, 2018, and
 2. CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
- D. **Comply; Inoperative.** The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

Section 24 – Sovereign Immunity. Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in the Agreement, any obligation of COUNTY to indemnify CONTRACTOR, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of the Agreement.

Section 25 – On-Going Compliance. The Parties acknowledge that the Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of the Agreement. The Parties understand and agree that the Agreement is intended to reflect and require the Parties' compliance with all laws at all times. The Parties expressly and specifically agree to perform the Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

Section 26 – CONTRACTOR Conduct: These Guidelines govern CONTRACTOR while doing work on COUNTY property, as well as its employees, agents, consultants, and others on COUNTY property in connection with CONTRACTOR's work or at CONTRACTOR's express or implied invitation.

- **Courtesy and Respect:** COUNTY is a diverse government institution and it is critical that CONTRACTOR and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
- **Language and Behavior:** CONTRACTOR and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY property is not permitted under any circumstance.
- **No Weapons, Alcohol, or Drugs:** The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by CONTRACTOR or its employees is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.
- **Smoking:** CONTRACTOR and its employees are not permitted to smoke in or near any COUNTY buildings.
- **Fraternalization:** CONTRACTOR and its employees may not fraternize or socialize with COUNTY staff.
- **Appearance:** CONTRACTOR and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.
- **Reporting:** CONTRACTOR is required to report any matter involving a violation of these rules or any matter involving health or safety, including any altercations, to COUNTY's Procurement Services immediately.

CONTRACTOR is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, CONTRACTOR will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY property and prohibited actions could result in the immediate termination of any or all of CONTRACTOR's contracts with COUNTY.

Section 27 – Authority to Obligate. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and bind and obligate such Party with respect to all provisions contained in this Agreement.

Section 28 – Notices. Except as otherwise provided herein, all written communication between the parties, including all notices, shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be deemed effective if mailed, when deposited in a United States Postal Service mailbox with postage prepaid and if hand delivered, upon personally handing same to the party to whom the notice of other communication is addressed with signed proof of delivery. If otherwise delivered, notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. All parties certify that each has software capable of sending electronic mail read receipts to the other. Any party sending notice by electronic mail acknowledges and accepts the inherent risks that come with

same. If notice is delivered in multiple ways, notice shall be considered delivered at the earliest delivery time. CONTRACTOR's and COUNTY's representatives and addresses for notice purposes are:

CONTRACTOR: Friends Recycling, L.L.C.
2350 NW 27th Ave., Ocala, FL 34475
CONTACT PERSON: Jerry Lourenco | 352-622-5800

COUNTY: Marion County Solid Waste
c/o Marion County, a political subdivision of the State of Florida
601 SE 25th Ave, Ocala, FL 34471

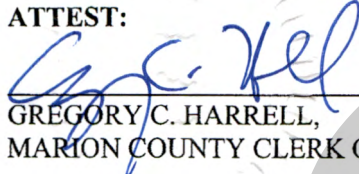
A copy of all notices to COUNTY hereunder shall also be sent to:

Procurement Services Director
Marion County Procurement Services Department
2631 SE 3rd St., Ocala, FL 34471

Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as procurement@marionfl.org. If 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: friends2350@gmail.com and aws97@aol.com. Designation signifies CONTRACTOR's election to accept notices solely by e-mail.

IN WITNESS WHEREOF the Parties have entered into this Agreement, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:


GREGORY C. HARRELL,
MARION COUNTY CLERK OF COURT

9/7/2022

DATE

MARION COUNTY, A POLITICAL SUB-
DIVISION OF THE STATE OF FLORIDA


CARL ZALAK III
CHAIRMAN

9/7/2022

DATE

FOR USE AND RELIANCE OF MARION
COUNTY ONLY, APPROVED AS TO FORM

BCC APPROVED: September 7, 2022
22B-192 | Waste Tire Transport & Disposal

AND LEGAL SUFFICIENCY


FOR: MATTHEW G. MINTER,
MARION COUNTY ATTORNEY

10/4/2022

DATE

WITNESS:


SIGNATURE

Gerald B Lourenco
PRINTED NAME

FRIENDS RECYCLING, L.L.C.


BY: SIGNATURE

Jerry Lourenco
PRINTED:

Operating Mgr
ITS: (TITLE)

9/22/22
DATE

WITNESS:


SIGNATURE

Carol Larramore
PRINTED NAME

22B-192 WASTE TIRE TRANSPORT & DISPOSAL

EXHIBIT A - SCOPE OF WORK

DESCRIPTION OF WORK

These specifications are intended to describe the work required to transport and dispose of waste tires with or without rims from the Marion County Solid Waste Baseline Landfill, located at 5601 SE 66th Street, Ocala, Florida 34480, in accordance with the specifications provided throughout this scope of work. The contractor must be licensed to do the work and must be in good standing with Marion County and the Solid Waste Department. Contractors are required to be in compliance with all local codes, Florida Department of Environmental Protection (FDEP) policies and regulations, and the Occupational Safety and Health Administration (OSHA) standards.

DESCRIPTION OF SERVICES REQUIRED

The transport of waste tires shall include but is not limited to the following tire types: passenger and light-duty truck or smaller tires, commercial truck tires, tractor-trailer tires, off-road tires, other vehicle and equipment tires, and rubber equipment tracks. The tires afore mentioned are waste tires that the Baseline Landfill accepts from residential and commercial waste streams.

GENERAL REQUIREMENTS

1. The contractor shall furnish all labor, equipment, appliances, and miscellaneous materials to perform all operations in connection with the securing and transporting of waste tires in strict accordance with the specifications of this work scope and applicable regulations. The contractor is subject to the terms and conditions of the bid specifications provided herein and the subsequent contract/agreement.
2. The contractor and/or subcontractor(s) shall transport Light-Duty waste tires collected at the Baseline Landfill at least five times per week and a higher frequency may be mandated by Baseline Landfill Operations Staff in order to maintain compliance with the provisions of FDEP Regulation, Waste Tire Rule 62-711. This rule can be viewed at: http://www.dep.state.fl.us/waste/quick_topics/forms/pages/62-711.htm
3. The county will load all tires and provide the contractor with safe and efficient road access to waste tire storage areas within the Baseline Landfill.
4. The contractor will be paid for actual tonnage weighed out based on the certified scale located at the Baseline Landfill. Scale tickets will be provided to the contractor at the time of weigh-out. If needed, two (2) copies will be provided at the time of weigh-out.
5. The contractor will be required to transport waste tires to a Department of Environmental Protection (DEP) permitted site or a permitted recycling facility.
6. To comply with annual waste tire tonnages for DEP, the contractor shall provide to the county a detailed disposition list no later than January 30th of each year of the contract/agreement.
7. The contractor is authorized to remove tires from the Baseline Landfill Monday through Friday 7:00 AM – 5:00 PM.
8. The Baseline Landfill is closed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day; it also closes at 3:00 PM on Christmas Eve and New Year's Eve.
9. The contractor shall notify the Landfill Supervisor and/or his appointed designee when work is interrupted due to weather, equipment breakdowns, and/or when any work must be stopped for any other reason(s).
10. The contractor must use Trailers that are open-top dump or walking floor trailers. The trailers will be loaded by County staff using front end loader.

SAMPLING, INSPECTION, AND TESTING

1. The county has the right to inspect the contractor's facilities at any time Monday through Friday 8:30 AM – 5:00 PM. The contractor shall adhere to the following procedures for the collection and removal of waste tires.
2. Each truck and/or truck and trailer shall proceed to the scale house to be weighed in upon arrival at the Baseline Landfill.
3. Each truck shall be inspected and approved for departure by the Landfill Supervisor and/or his/her designee and shall be weighed out at the scale house prior to departure.

SUBCONTRACTORS

1. The contractor may utilize subcontractors in the performance of the work required. The contractor shall be responsible to the county for the acts and omissions of the contractor/subcontractor(s), and for any person that is directly and/or indirectly employed by the contractor/subcontractor(s).
2. The contractor agrees to employ only those subcontractors which have been approved by the Solid Waste Director. Such approval shall not be unreasonably withheld and shall be based on the Director's determination that the subcontractor has the experience, equipment, personnel, and financial resources necessary to satisfactorily perform the work required by this scope of work.
3. Nothing in this agreement shall create any contractual relationship between any subcontractor and the county, or any obligation on the part of the county to pay or see to the payment of any monies which may be due to any subcontractor. No subcontractor shall relieve the contractor of contractor's responsibilities under this scope of work.

COMPENSATION

For services performed to satisfaction as described in this scope of work, the county agrees to pay to the contractor a tonnage rate for waste tire transportation and disposal from the Baseline Landfill as specified in this scope of work.

INVOICE AND PAYMENT

The contractor will invoice the county within ten (10) working days following completion of work performed during or at the end of the previous quarter. Payment shall be tendered after invoice evaluation and approval by the county. Tonnages listed on the contractors' invoice to the county will be based on the scale tickets tonnage generated by the Baseline Landfill certified scale.

MISCELLANEOUS REQUIREMENTS

1. At all times during the course of work, the county premises must remain free from accumulation of waste materials or rubbish caused by the contractor's/subcontractor's employees, or as a result of the contractor's/subcontractor's work.
2. The contractor is responsible for notifying the Landfill Supervisor and/or his/her appointed designee of any hazardous material that will be used on the work site and shall provide them with a copy of the Safety Data Sheets (SDS) as required by the Florida Right-To-Know Law.
3. Any spillage of hazardous waste must be reported immediately to the Landfill Supervisor and/or his/her designee and must be cleaned up by the contractor at his/her expense in accordance with all federal, state, and local regulations.
4. The contractor is responsible for maintaining and allowing citizens/businesses utilization of the site free of interference while tire removal and transport operations are being performed.



Marion County

Board of County Commissioners

Agenda Item

File No.: 2024-15874

Agenda Date: 8/6/2024

Agenda No.: 7.3.6.

SUBJECT:

Request Approval of First Contract Amendment: 23B-134-CA-01 Water Tank Maintenance - Razorback, LLC, Tarpon Springs, FL (Budget Impact - Neutral; estimated annual expenditure of \$200,000 as approved in FY 2023-24 budget)

INITIATOR:

Susan Olsen, Director

DEPARTMENT:

Procurement Services

DESCRIPTION/BACKGROUND:

On July 18, 2023, the Board approved a contract with Razorback, LLC to inspect, maintain, and repair the Utilities Department's 88 water tanks throughout Marion County. This amendment incorporates additional scope to include pricing for Interior/Exterior Post Rehab Engineer Tank Inspections for Hydro-Pneumatic Tanks, Elevated Tanks, and Ground Storage Tanks.

Attached for review is a draft contract amendment. Pending approval at today's meeting, the contract will be sent to Razorback, LLC, for signature and then routed by Legal, Clerk, and Chair for same.

BUDGET/IMPACT:

Neutral; estimated annual expenditure of \$200,000. This will vary, however, based on actual need. Annual expenditures shall not exceed approved FY budgeted amounts without being brought back to the Board for approval, and shall be based on contracted unit costs.

RECOMMENDED ACTION:

Motion to approve and allow staff to issue, and upon approval by Legal, authorize the Chair and Clerk to execute the First Contract Amendment with Razorback, LLC, under 23B-134

FIRST AMENDMENT TO THE AGREEMENT

In accordance with the Water Tank Maintenance Agreement entered into on July 18, 2023, and all of its amendments (if any), collectively (the “Agreement”) this First Amendment to the Agreement (this “Amendment”) is made and entered into by and between **Razorback, LLC**, whose address is 177 Anclote Road, Tarpon Springs, FL 34689; possessing FEIN **26-3447303**, (hereinafter referred to as "CONTRACTOR") and Marion County, a political subdivision of the State of Florida, 601 SE 25th Avenue, Ocala, FL, 34471, (hereinafter referred to as “COUNTY”).

WITNESSETH

WHEREAS this Amendment shall remain in full force and effect until completion of all services required of CONTRACTOR, and the parties wish to amend the Agreement.

IN CONSIDERATION of the mutual covenants and conditions contained herein, COUNTY and CONTRACTOR (singularly referred to as “Party”, collectively “Parties”) hereto agree as follows:

1. This Amendment shall be deemed to amend and become part of the Agreement in accordance with the project 23B-134, (the “Project”). All provisions of the Agreement not specifically amended herein shall remain in full force and effect.
2. This Amendment serves to add to the current Scope of Services. Currently, CONTRACTOR performs Water Tank Maintenance services for COUNTY. The parties agree to expand the Scope of Services by adding the following to Exhibit B:

ITEM	DESCRIPTION	UNIT	UNIT PRICE
20.0	PERMITTING		
20.01	PERMIT ALLOWANCE	COST	REIMBURSED AT COST
30.0	INTERIOR/EXTERIOR POST REHAB ENGINEER TANK INSPECTION - HYDRO-PNEUMATIC		
30.01	525 GALLON	EACH	\$ 1,560.00
30.02	1,000 GALLON	EACH	\$ 1,560.00
30.03	2,000 GALLON	EACH	\$ 1,560.00
30.04	2,500 GALLON	EACH	\$ 1,560.00
30.05	3,000 GALLON	EACH	\$ 1,700.00
30.06	4,000 GALLON	EACH	\$ 1,700.00
30.07	5,000 GALLON	EACH	\$ 3,000.00
30.08	7,500 GALLON	EACH	\$ 3,000.00
30.09	10,000 GALLON	EACH	\$ 3,000.00
30.10	20,000 GALLON	EACH	\$ 3,000.00
30.11	25,000 GALLON	EACH	\$ 3,000.00
40.0	INTERIOR/EXTERIOR POST REHAB ENGINEER TANK INSPECTION - ELEVATED		
40.01	200,000 GALLON	EACH	\$ 7,000.00
40.02	500,000 GALLON	EACH	\$ 7,000.00
40.03	650,000 GALLON	EACH	\$ 7,000.00
50.0	INTERIOR/EXTERIOR POST REHAB ENGINEER TANK INSPECTION-GROUND STORAGE TANK		
50.01	250,000 GALLON	EACH	\$ 4,700.00
50.02	500,000 GALLON	EACH	\$ 4,700.00
50.03	750,000 GALLON	EACH	\$ 6,700.00
50.04	1,000,000 GALLON	EACH	\$ 6,700.00
50.05	1,500,000 GALLON	EACH	\$ 6,700.00

IN WITNESS WHEREOF the Parties have entered into this Amendment, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA

GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

MICHELLE STONE DATE
CHAIR

**FOR USE AND RELIANCE OF MARION
COUNTY ONLY, APPROVED AS TO
FORM AND LEGAL SUFFICIENCY**

BCC APPROVED: August 6, 2024
23B-134-CA-01 Water Tank Maintenance

MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

WITNESS:

RAZORBACK, LLC

SIGNATURE

PRINTED NAME

BY: DATE

PRINTED:

ITS: (TITLE)

WITNESS:

SIGNATURE

PRINTED NAME

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 **Razorback LLC**, located at 177 Ancote Road, Tarpon Springs, FL 34689, possessing FEIN# 26-3447303 (hereinafter referred to as "CONTRACTOR") under seal for the Water Tank Maintenance, (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 18, 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 #23B-134 - Water Tank Maintenance, the Offer, Project Bid Scope and/or Specifications, Plans and Drawings, any/all Addenda as issued in support of this Bid, 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 contract shall be effective upon Board approval for an initial term five (5) years, ending 7/31/2028, (the "Term"). Two (2) additional five-year renewal terms will be available upon mutual written agreement. 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 for all performance obligations of 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 Water Tank Maintenance, per the Contract Documents, Exhibit A – Scope of Work, and within the Term.

Section 6 - Compensation. COUNTY shall make payment to CONTRACTOR upon completion of the Work, under COUNTY's established procedure and according to the Schedule of Values, Exhibit B hereto. There shall be no provisions for pricing adjustments during the Term.

Section 7 – Use of Other Contracts. COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or county governmental agencies, school board, community college/state university system or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this Agreement if it is in the best interest of COUNTY.

Section 8 – Assignment. CONTRACTOR may not subcontract all or any part of this Agreement without written approval by COUNTY.

Section 9 – Laws, Permits, and Regulations. Prior to the performance of any Work hereunder, CONTRACTOR shall obtain and pay for all licenses and permits, as required to perform the Work. CONTRACTOR shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the services provided under this Agreement.

Section 10 – Amendments. This Agreement may only be amended by mutual written agreement of both Parties.

Section 11 – Books and Records. CONTRACTOR shall keep records of all transactions, including documentation accurately reflecting the time expended by CONTRACTOR and its personnel. COUNTY shall have a right to request records from CONTRACTOR, and for those records to be made available within a reasonable timeframe depending on method of acquisition.

Section 12 – Public Records Compliance

A. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY’S CUSTODIAN OF PUBLIC RECORDS AT:

Public Relations | 601 SE 25th Ave, Ocala, FL 34471

Phone: 352-438-2300 | Fax: 352-438-2309

Email: publicrelations@marionfl.org

B. CONTRACTOR shall comply with public records laws, specifically:

- Keep and maintain public records required by COUNTY to perform the Work;
- Upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of this Agreement if CONTRACTOR does not transfer the records to COUNTY; and,
- Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of CONTRACTOR or keep and maintain public records required by COUNTY to perform the Work. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon the completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

C. If CONTRACTOR fails to provide the public records to COUNTY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10 Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY. This section shall survive the termination of the Agreement.

Section 13 – Indemnification. CONTRACTOR shall indemnify and hold harmless COUNTY, its officers and employees, from liabilities, damages, and losses, including, but not limited to, property damage, harm or personal injury to third persons, such as death, and costs, including but not limited to reasonable attorneys' fees, which COUNTY, its officers or employees may sustain, or which may be asserted against COUNTY or its officers, or employees, arising out of the activities contemplated by the Agreement, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of the Agreement. This Section shall not be construed in any way to alter COUNTY's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes. This section shall survive the termination of the Agreement.

Section 14 – Insurance. As applicable, during the period of Work, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to one half its annual aggregate. CONTRACTOR shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-. Self-Insured companies that cannot be rated, will also be considered. All policies must

include all requirements listed below, reference the project number and show Marion County as additional insured. The Certificate should also provide for 30-day cancellation notice to the Procurement Director's address, set forth herein.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws.

- Employer's Liability limits for not less than \$100,000 each accident \$500,000 disease policy limit and \$100,000 disease each employee must be included.
- The Contractor/Vendor, and its insurance carrier, waives all subrogation rights against Marion County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- The County requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a Commercial General Liability policy with limits not less than

- \$1,000,000 each occurrence for Bodily Injury, Property Damage and Personal and Advertising Injury
- \$2,000,000 each occurrence for Products and Completed Operations

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$500,000 combined single limit each accident.

- In the event the Contractor/Vendor does not own vehicles, the Contractor/Vendor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Section 15 – Independent Contractor. In the performance of this Agreement, CONTRACTOR will be acting in the capacity of an "Independent Contractor" and not as an agent, employee, partner, joint venture, or associate of COUNTY. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by CONTRACTOR in the full performance of this Agreement.

Section 16 – Default/Termination. In the event CONTRACTOR fails to comply with any of the provisions of this Agreement, COUNTY may terminate this Agreement for cause by first notifying CONTRACTOR in writing, specifying the nature of the default and providing CONTRACTOR with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, COUNTY thereafter may terminate this Agreement for cause upon written notice to CONTRACTOR without prejudice to COUNTY. In the event of termination of this Agreement for cause, COUNTY will then be responsible to compensate CONTRACTOR only for those services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to CONTRACTOR. In the event of termination of this Agreement without cause, COUNTY will compensate CONTRACTOR for all services timely and satisfactorily performed pursuant to this Agreement up to and including the date of termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY's or other public entity's obligations under this Agreement. Should this occur, COUNTY shall have no further obligation to CONTRACTOR other than to pay for services rendered prior to termination.

Section 17 – Damage to Property. CONTRACTOR shall be responsible for all material, equipment and supplies sold and delivered to COUNTY under this Agreement and until final inspection of the Work and acceptance thereof by COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed, or COUNTY property, buildings, or equipment is damaged during delivery or unloading, or in the course of the WORK prior to final inspection and acceptance, CONTRACTOR shall replace the same or be returned to original state without additional cost to COUNTY, as applicable.

Section 18 – Governing Law, Law, Venue, Waiver of Jury Trial, and Attorney's Fees. This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County, Florida (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial,

(3) the prevailing party shall be entitled to recover all of its costs, including attorney's fees. This section shall survive the termination of the Agreement.

Section 19 – Termination for Loss of Funding/Cancellation for Unappropriated Funds. The obligation of COUNTY for payment to a CONTRACTOR is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 20 – E-Verify, pursuant to Section 448.095, F.S. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

Beginning January 1, 2021, Section 448.095, F.S., requires CONTRACTOR to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits CONTRACTOR from entering into this Agreement unless it is in compliance therewith. Information provided by CONTRACTOR is subject to review for the most current version of the State or Federal policies at the time of the award of this Agreement.

By previously signing the ITB Acknowledgment and Addenda Certification Form, and this Agreement, CONTRACTOR has agreed to perform in accordance with the requirements of this subsection and agrees:

- a) It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.
- b) COUNTY shall immediately terminate CONTRACTOR if COUNTY has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), F.S., that is, that CONTRACTOR knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
- c) If CONTRACTOR enters into a contract with a subcontractor, CONTRACTOR shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
- d) CONTRACTOR shall maintain a copy of such affidavit for the duration of this Agreement and provide it to COUNTY upon request.
- e) CONTRACTOR shall immediately terminate the subcontractor if CONTRACTOR has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.
- f) If COUNTY has a good faith belief that CONTRACTOR's subcontractor has knowingly violated Section 448.095, F.S., but that CONTRACTOR has otherwise complied, COUNTY shall promptly order CONTRACTOR to terminate the subcontractor. CONTRACTOR agrees that upon such an order, CONTRACTOR shall immediately terminate the subcontractor. CONTRACTOR agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate CONTRACTOR.
- g) If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year after the date of termination.
- h) CONTRACTOR is liable for any additional costs incurred by COUNTY as a result of a termination under this subsection.
- i) Any such termination under this subsection is not a breach of this Agreement and may not be considered as such.
- j) CONTRACTOR shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
- k) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Agreement.

Section 21 – Force Majeure. Neither CONTRACTOR nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to

remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

Section 22 – Counterparts. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the Parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

Section 23 - Scrutinized Companies, pursuant to Section 287.135, F.S.

A. Certification.

1. If this Agreement is for One Million Dollars or more, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR was not then and is not now:
 - a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or
 - b. Engaged in business operations in Cuba or Syria.
2. If this Agreement is for any amount, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR was not then and is not now:
 - a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
 - b. Engaged in a boycott of Israel.

B. Termination, Threshold Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for One Million Dollars and CONTRACTOR meets any of the following criteria.

1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and CONTRACTOR is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S., or
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.
2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and CONTRACTOR is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.
3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and CONTRACTOR is found to meet any of the following conditions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.;
 - c. Been engaged in business operations in Cuba or Syria; or
 - d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
4. Was entered into or renewed on or after July 1, 2018, and CONTRACTOR is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.

C. Termination, Any Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for any amount and meets any of the following criteria.

1. Was entered into or renewed on or after July 1, 2018, and

2. CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
- D. Comply; Inoperative. The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

Section 24 – Sovereign Immunity. Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in the Agreement, any obligation of COUNTY to indemnify CONTRACTOR, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of the Agreement.

Section 25 – On-Going Compliance. The Parties acknowledge that the Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of the Agreement. The Parties understand and agree that the Agreement is intended to reflect and require the Parties' compliance with all laws at all times. The Parties expressly and specifically agree to perform the Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

Section 26 – CONTRACTOR Conduct: These Guidelines govern CONTRACTOR while doing work on COUNTY property, as well as its employees, agents, consultants, and others on COUNTY property in connection with CONTRACTOR's work or at CONTRACTOR's express or implied invitation.

- **Courtesy and Respect:** COUNTY is a diverse government institution and it is critical that CONTRACTOR and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
- **Language and Behavior:** CONTRACTOR and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY property is not permitted under any circumstance.
- **No Weapons, Alcohol, or Drugs:** The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by CONTRACTOR or its employees is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.
- **Smoking:** CONTRACTOR and its employees are not permitted to smoke in or near any COUNTY buildings.
- **Fraternalization:** CONTRACTOR and its employees may not fraternize or socialize with COUNTY staff.
- **Appearance:** CONTRACTOR and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.
- **Reporting:** CONTRACTOR is required to report any matter involving a violation of these rules or any matter involving health or safety, including any altercations, to COUNTY's Procurement Services immediately.

CONTRACTOR is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, CONTRACTOR will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY property and prohibited actions could result in the immediate termination of any or all of CONTRACTOR's contracts with COUNTY.

Section 27 – Authority to Obligate. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and bind and obligate such Party with respect to all provisions contained in this Agreement.

Section 28 – Notices. Except as otherwise provided herein, all written communication between the parties, including all notices, shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be deemed effective if mailed, when deposited in a United States Postal Service mailbox with postage prepaid and if hand delivered, upon personally handing same to the party to whom the notice of other communication is addressed with signed proof of delivery. If otherwise delivered, notices shall be considered delivered when reflected by an

electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. All parties certify that each has software capable of sending electronic mail read receipts to the other. Any party sending notice by electronic mail acknowledges and accepts the inherent risks that come with same. If notice is delivered in multiple ways, notice shall be considered delivered at the earliest delivery time. CONTRACTOR's and COUNTY's representatives and addresses for notice purposes are:

CONTRACTOR: Razorback LLC
177 Anclo Road, Tarpon Springs, FL 34689
CONTACT PERSON: Anthony Houllis | 727-938-9500

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 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: anthony@razorbackllc.com and brooke@razorbackllc.com. Designation signifies CONTRACTOR's election to accept notices solely by e-mail.

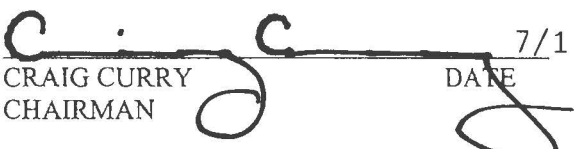
IN WITNESS WHEREOF the Parties have entered into this Agreement, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:



GREGORY C. HARRELL, DATE 7/18/2023
MARION COUNTY CLERK OF COURT

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA



CRAIG CURRY DATE 7/18/2023
CHAIRMAN

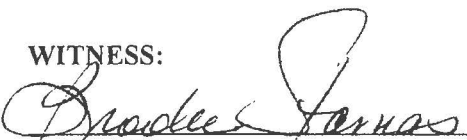
FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BCC APPROVED: July 18, 2023
23B-134 | Water Tank Maintenance



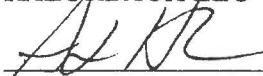
MATTHEW G. MINTER, DATE 7/27/23
MARION COUNTY ATTORNEY

WITNESS:




SIGNATURE
BROOKE STAMAS
PRINTED NAME

RAZORBACK LLC



BY: ANTHONY HOULLIS DATE
PRINTED: MBRM
ITS: (TITLE)

WITNESS:



SIGNATURE
Cyndel Villanueva
PRINTED NAME

SCOPE OF SERVICE Exhibit A

1. SCOPE OF SERVICE

1.1. DESCRIPTION

- 1.1.1. Marion County Utilities Department is soliciting fully licensed and qualified firms to submit a bid for a **Tank Maintenance Contract** for the inspection, maintenance, and/or repair of the departments 88 water tanks which consist of hydro-pneumatic, elevated, and ground storage water tanks. All assets covered by this service contract are located within Marion County, Florida. It is the County's intent to select the best, overall bid for this contract. The County shall qualify one (1) vendor for award.
- 1.1.2. Contractor shall furnish all equipment, labor, materials, supplies, licensing, transportation, and other components necessary to provide full-service maintenance services that will meet the requirements of the Agreement.

1.2. CONTRACTOR RESPONSIBILITIES

- 1.2.1. Every Contractor crew must have at least one employee on site that can effectively communicate in English with the County staff or with the general public.
- 1.2.2. Contractor will coordinate work so that there is minimal to no interruption to County staffs daily work at any location.
- 1.2.3. Contractor is responsible for any damage to County or personal property due to negligence on the part of the Contractor, their employees, or subcontractors. Restoration shall be made to the County's satisfaction.
- 1.2.4. Contractor shall obtain all associated permits for the required work to include Florida Department of Environmental Protection (FDEP). Permits must be drafted and approved by a Florida Registered Professional Engineer.
- 1.2.5. Contractor must have a National Association of Corrosion Engineers (NACE) Certificated Inspector whom will monitor the work. Evidence of NACE certification must be provided prior to execution of the contract.
- 1.2.6. All work shall comply with Occupational Safety and Health Administration (OSHA), FDEP, American Water Works Association (AWWA), and National Sanitation Foundation (NSF) Regulations.
- 1.2.7. Contractor shall be responsible for the investigation of the site conditions before beginning work at each project.
- 1.2.8. Contractor shall restore any/all turf and/or landscaping removed or damaged by construction activities.

- 1.2.9. Contractor shall assure conditions on the work site reflect good housekeeping and safety practices at all times. The Contractor shall be responsible for all trash and debris disposal from the work site.

1.3. GENERAL REQUIREMENTS

- 1.3.1. The awarded firm shall include in its services:

- 1.3.1.1. Interior/Exterior Tank Inspection and Washouts
- 1.3.1.2. All-inclusive Interior/Exterior Repairs
- 1.3.1.3. Interior/Exterior Full Renovations
- 1.3.1.4. Exterior Overcoat
- 1.3.1.5. Off-cycle Exterior Cleaning
- 1.3.1.6. Owner Directed Off Cycle Repairs

1.4. SPECIFIC SCOPE OF SERVICE BY TYPE

- 1.4.1. INTERIOR/EXTERIOR TANK INSPECTION AND WASHOUT:

- 1.4.1.1. Interior and exterior tank inspection.
- 1.4.1.2. Provide an Engineer Inspection and Preventative Maintenance report. – Ensure tank complies with all federal and state regulations.
- 1.4.1.3. Testing of existing material on tank for hazardous content and developing the proper disposal plan if so.
- 1.4.1.4. Washout, disinfect, and conduct any required sampling to place tank back into service.

- 1.4.2. ALL-INCLUSIVE INTERIOR/EXTERIOR REPAIRS:

- 1.4.2.1. Provide an itemized estimate to conduct any required repairs determined during inspection.
- 1.4.2.2. Repair work shall commence once the purchase order has been received.

- 1.4.3. INTERIOR/EXTERIOR FULL RENOVATIONS:

- 1.4.3.1. INTERIOR:

- 1.4.3.1.1. The complete interior shall be abrasive blast cleaned to SSPC-SP No. 10 “Near White” finish.
- 1.4.3.1.2. After abrasive cleaning, all surfaces shall be cleaned of any dust residue or foreign debris.
- 1.4.3.1.3. A high build epoxy liner manufactured by the Tnemec Company shall be applied as follows:
 - 1.4.3.1.3.1. Primer Coat: One (1) complete coat of Tnemec Series 20 Epoxy shall be applied to achieve a dry film thickness of 3 to 5 mils.
 - 1.4.3.1.3.2. Finish Coat: One (1) complete finish coat of Tnemec Series 20 Epoxy shall be applied to achieve a dry film thickness of 4 to 6 mils.
 - 1.4.3.1.3.3. Contrasting Color: Each coat of epoxy paint shall be of contrasting color.

- 1.4.3.1.3.4. Stripe Coat: One (1) additional coat of epoxy shall be applied by brush and roller to all weld seams.
- 1.4.3.1.4. After the liner has properly cured per manufacturers requirements, the interior surfaces shall be disinfected per AWWA Spray Method No. 2 (200 PPM).
- 1.4.3.1.5. The spent abrasive media shall be tested per TCLP-(8) Heavy Metals as mandated by the State.
- 1.4.3.1.6. Once the tests results confirm the non-hazardous status of the wastes, the spent abrasive shall be disposed of properly.
- 1.4.3.1.7. The tank shall be sealed and made ready for service including all required samples collected and results provided to Marion County Utilities Department.

1.4.3.2. EXTERIOR:

- 1.4.3.2.1. Containment of site to prevent any damage to the surrounding area due to airborne debris from the cleaning process or overspray from the painting process.
- 1.4.3.2.2. The complete exterior shall be abrasive blast cleaned to SSPC-SP No. 10 "Near White" finish.
- 1.4.3.2.3. All rusted areas shall be tool cleaned per SSPC-SP#2, #3 cleaning methods.
- 1.4.3.2.4. All areas tool cleaned shall be spot primed with a rust inhibitive metal primer.
- 1.4.3.2.5. An epoxy liner manufactured by the Tnemec Company shall be applied as follows:
 - 1.4.3.2.5.1. One (1) full intermediate coat of a Tnemec compatible Series coating shall be applied to complete exterior surfaces.
 - 1.4.3.2.5.2. One (1) full finish coat of a Tnemec compatible Series coating shall be applied to complete exterior surfaces.

1.4.4. EXTERIOR OVERCOAT

- 1.4.4.1. The complete exterior shall be fully pressure washed utilizing 4,000 to 5,000 psi pressure washers.
- 1.4.4.2. All rusted areas shall be tool cleaned per SSPC-SP#2, #3 cleaning methods.
- 1.4.4.3. All areas tool cleaned shall be spot primed with a rust inhibitive metal primer.
- 1.4.4.4. An epoxy liner manufactured by the Tnemec Company shall be applied as follows:
 - 1.4.4.4.1.1. One (1) full intermediate coat of a Tnemec compatible Series coating shall be applied to complete exterior surfaces.
 - 1.4.4.4.1.2. One (1) full finish coat of a Tnemec compatible Series coating shall be applied to complete exterior surfaces.

1.4.5. OFF CYCLE EXTERIOR CLEANING (AS REQUESTED)

- 1.4.5.1. The complete exterior shall be fully pressure washed to remove all debris and mildew from the tank without damaging the exterior coating.
- 1.4.5.2. Contractor will be required to repair any and all damages to the exterior coating that occurred during the cleaning process.

1.4.6. ON-CALL REPAIR WORK (AS REQUIRED)

- 1.4.6.1. The Contractor shall provide all materials, equipment, tools, labor, supervision, licensing, permits, transportation, and incidental's necessary to conduct any and all off cycle repairs up to and including a complete replacement (if required).

1.5. BUDGET

- 1.5.1. The estimated annual budget is \$200,000 (with an understanding that the budget may increase on an annual amount by up to 5%). This is an estimated annual budgetary number and shall not exceed the approved annual budget. While this is not a guarantee of work to be assigned under this contract, the figure is being provided to help the firm provide the best response based on the estimated value of the contract.

1.6. TERM

- 1.6.1. The length of this contract shall be five (5) years, with two (2) additional five (5) year renewals provided there are positive evaluations and both parties mutually accept the renewal.

1.7. SCHEDULE OF WORK

- 1.7.1. Outlined in Part 2 is a comprehensive list of all water tank assets Marion County Utilities Department owns/operates. This list provides the water plant name, address, size and type of each water tank located at each water plant.
- 1.7.2. The County will provide a "proposed" schedule of work that outlines each inspection/washout and renovation that is projected to be performed prior to the beginning of each fiscal year. Marion County Utilities Department reserves the right to modify this schedule as needed to meet the approved annual budget. The modifications may consist of add/deleting a tank, changing of size, or modifying the schedule of a specific tank.
- 1.7.3. Marion County Utilities Department reserves the right to stop any work at any time.
- 1.7.4. All work will not be considered complete until approved by Marion County Utilities Department.

1.8. PROPOSAL REQUIREMENTS

- 1.8.1. All bidders are responsible for visually inspecting each site condition and tank to obtain information pertinent to provide the proper proposal for each tank.
- 1.8.2. Each proposal shall contain the following information:
 - 1.8.2.1. A list of systems currently maintained by the Contractor. List to include name of municipality, contact person, contact telephone number, number of tanks being maintained for that municipality. List must contain ten (10) municipalities.

1.9. WARRANTY

- 1.9.1. All materials and workmanship provided by the Contractor shall be fully warranted for a period of not less than one (1) year from final completion except when the standard manufacturer warranty is greater than one year.

1.10. PERMITS

- 1.10.1. The Contractor shall be reimbursed for the cost of the permit fee only. No percent markup shall be paid to the Contractor for permit fees. Contractor's invoices for permits must include supporting documentation, clearly showing the cost paid by the Contractor for the permit.

1.11. EQUIPMENT

- 1.11.1. All trip charges, mileage, vehicle charges, and travel time are to be included in the unit price for each service provided. Only time on the job site may be charged.
- 1.11.2. Equipment sitting idle on the job site shall not be considered billable. Only equipment actively participating in the work and/or restoration efforts shall be considered for billing purposes.

1.12. MATERIALS

- 1.12.1. The County reserves the right to sample and test any material after delivery and to reject all items that fails to comply with specified requirements.

1.13. STANDARD AND SAFETY EQUIPMENT

- 1.13.1. At his expense, Contractor shall comply with all applicable OSHA, ADA, and FDOT regulations.

FEE SCHEDULE
EXHIBIT B

ITEM	DESCRIPTION	UNIT	UNIT PRICE
1.0	PERMITTING		
1.01	PERMIT ALLOWANCE	COST	REIMBURSED AT COST
2.0	INTERIOR/EXTERIOR TANK INSPECTION AND WASHOUT - HYDRO-PNEUMATIC		
2.01	525 GALLON	EACH	\$ 2,000.00
2.02	1,000 GALLON	EACH	\$ 2,000.00
2.03	2,000 GALLON	EACH	\$ 2,000.00
2.04	2,500 GALLON	EACH	\$ 2,000.00
2.05	3,000 GALLON	EACH	\$ 2,500.00
2.06	4,000 GALLON	EACH	\$ 2,500.00
2.07	5,000 GALLON	EACH	\$ 4,000.00
2.08	7,500 GALLON	EACH	\$ 3,000.00
2.09	10,000 GALLON	EACH	\$ 5,800.00
2.10	20,000 GALLON	EACH	\$ 5,800.00
2.11	25,000 GALLON	EACH	\$ 5,800.00
3.0	INTERIOR/EXTERIOR TANK INSPECTION AND WASHOUT - ELEVATED		
3.01	200,000 GALLON	EACH	\$ 8,000.00
3.02	500,000 GALLON	EACH	\$ 14,000.00
3.03	650,000 GALLON	EACH	\$ 15,000.00
4.0	INTERIOR/EXTERIOR TANK INSPECTION AND WASHOUT - GROUND STORAGE TANK		
4.01	250,000 GALLON	EACH	\$ 7,000.00
4.02	500,000 GALLON	EACH	\$ 8,000.00
4.03	750,000 GALLON	EACH	\$ 9,000.00
4.04	1,000,000 GALLON	EACH	\$ 13,000.00
4.05	1,500,000 GALLON	EACH	\$ 13,000.00
5.0	INTERIOR FULL RENOVATION-HYDRO-PNEUMATIC		
5.01	525 GALLON	EACH	\$ 10,000.00
5.02	1,000 GALLON	EACH	\$ 10,000.00
5.03	2,000 GALLON	EACH	\$ 11,000.00
5.04	2,500 GALLON	EACH	\$ 11,000.00
5.05	3,000 GALLON	EACH	\$ 13,000.00
5.06	4,000 GALLON	EACH	\$ 13,000.00
5.07	5,000 GALLON	EACH	\$ 16,000.00
5.08	7,500 GALLON	EACH	\$ 13,000.00
5.09	10,000 GALLON	EACH	\$ 21,000.00
5.10	20,000 GALLON	EACH	\$ 21,000.00
5.11	25,000 GALLON	EACH	\$ 22,000.00
6.0	INTERIOR FULL RENOVATION-ELEVATED		
6.01	200,000 GALLON	EACH	\$ 96,000.00
6.02	500,000 GALLON	EACH	\$ 135,000.00
6.03	650,000 GALLON	EACH	\$ 155,000.00

FEE SCHEDULE
EXHIBIT B

7.0				INTERIOR FULL RENOVATION-GROUND STORAGE TANK
7.01	250,000 GALLON	EACH	\$	42,000.00
7.02	500,000 GALLON	EACH	\$	90,000.00
7.03	750,000 GALLON	EACH	\$	90,000.00
7.04	1,000,000 GALLON	EACH	\$	146,000.00
7.05	1,500,000 GALLON	EACH	\$	146,000.00
8.0				EXTERIOR FULL RENOVATION-HYDRO-PNEUMATIC
8.01	525 GALLON	EACH	\$	2,000.00
8.02	1,000 GALLON	EACH	\$	2,000.00
8.03	2,000 GALLON	EACH	\$	2,000.00
8.04	2,500 GALLON	EACH	\$	2,000.00
8.05	3,000 GALLON	EACH	\$	3,000.00
8.06	4,000 GALLON	EACH	\$	3,000.00
8.07	5,000 GALLON	EACH	\$	5,000.00
8.08	7,500 GALLON	EACH	\$	4,000.00
8.09	10,000 GALLON	EACH	\$	12,000.00
8.10	20,000 GALLON	EACH	\$	8,000.00
8.11	25,000 GALLON	EACH	\$	8,000.00
9.0				EXTERIOR FULL RENOVATION-ELEVATED
9.01	200,000 GALLON	EACH	\$	81,000.00
9.02	500,000 GALLON	EACH	\$	106,000.00
9.03	650,000 GALLON	EACH	\$	126,000.00
10.0				EXTERIOR FULL RENOVATION-GROUND STORAGE TANK
10.01	250,000 GALLON	EACH	\$	16,000.00
10.02	500,000 GALLON	EACH	\$	28,000.00
10.03	750,000 GALLON	EACH	\$	34,000.00
10.04	1,000,000 GALLON	EACH	\$	50,000.00
10.05	1,500,000 GALLON	EACH	\$	46,000.00
11.0				EXTERIOR OVERCOAT-HYDRO-PNEUMATIC
11.01	525 GALLON	EACH	\$	2,000.00
11.02	1,000 GALLON	EACH	\$	2,000.00
11.03	2,000 GALLON	EACH	\$	2,000.00
11.04	2,500 GALLON	EACH	\$	2,000.00
11.05	3,000 GALLON	EACH	\$	3,000.00
11.06	4,000 GALLON	EACH	\$	3,000.00
11.07	5,000 GALLON	EACH	\$	5,000.00
11.08	7,500 GALLON	EACH	\$	4,000.00
11.09	10,000 GALLON	EACH	\$	12,000.00
11.10	20,000 GALLON	EACH	\$	8,000.00
11.11	25,000 GALLON	EACH	\$	8,000.00

FEE SCHEDULE
EXHIBIT B

12.0				EXTERIOR OVERCOAT-ELEVATED
12.01	200,000 GALLON	EACH	\$	81,000.00
12.02	500,000 GALLON	EACH	\$	106,000.00
12.03	650,000 GALLON	EACH	\$	126,000.00
13.0				EXTERIOR OVERCOAT-GROUND STORAGE TANK
13.01	250,000 GALLON	EACH	\$	16,000.00
13.02	500,000 GALLON	EACH	\$	28,000.00
13.03	750,000 GALLON	EACH	\$	34,000.00
13.04	1,000,000 GALLON	EACH	\$	50,000.00
13.05	1,500,000 GALLON	EACH	\$	46,000.00
14.0				OFF-CYCLE CLEANING-HYDRO-PNEUMATIC
14.01	525 GALLON	EACH	\$	2,000.00
14.02	1,000 GALLON	EACH	\$	2,000.00
14.03	2,000 GALLON	EACH	\$	2,000.00
14.04	2,500 GALLON	EACH	\$	2,000.00
14.05	3,000 GALLON	EACH	\$	2,000.00
14.06	4,000 GALLON	EACH	\$	2,000.00
14.07	5,000 GALLON	EACH	\$	3,000.00
14.08	7,500 GALLON	EACH	\$	2,000.00
14.09	10,000 GALLON	EACH	\$	5,000.00
14.10	20,000 GALLON	EACH	\$	5,000.00
14.11	25,000 GALLON	EACH	\$	5,000.00
15.0				OFF-CYCLE CLEANING-ELEVATED
15.01	200,000 GALLON	EACH	\$	14,000.00
15.02	500,000 GALLON	EACH	\$	16,000.00
15.03	650,000 GALLON	EACH	\$	18,000.00
16.0				OFF-CYCLE CLEANING-GROUND STORAGE TANK
16.01	250,000 GALLON	EACH	\$	4,000.00
16.02	500,000 GALLON	EACH	\$	4,000.00
16.03	750,000 GALLON	EACH	\$	4,000.00
16.04	1,000,000 GALLON	EACH	\$	8,000.00
16.05	1,500,000 GALLON	EACH	\$	6,000.00

**FEE SCHEDULE
EXHIBIT B**

ADDITIONAL UNIT PRICING

ITEM	DESCRIPTION	UNIT	UNIT PRICE
17.0	MOBILIZATION & LABOR		
17.01	NON-EMERGENCY - MOBILIZATION (RESPONSE WITHIN 48 HRS)	LS	\$ 5,200.00
17.02	NON-EMERGENCY - HOURLY	HOUR	\$ 120.00
17.03	NON-EMERGENCY - WEEKEND/OVERTIME	HOUR	\$ 200.00
17.04	EMERGENCY - MOBILIZATION (RESPONSE WITHIN 24 HRS)	LS	\$ 6,000.00
17.05	EMERGENCY - HOURLY	HOUR	\$ 175.00
17.06	EMERGENCY - WEEKEND/OVERTIME	HOUR	\$ 250.00
18.0	TEMPORARY WATER SUPPLY		
18.01	PROVIDE TEMPORARY WATER SUPPLY - ALL-INCLUSIVE	DAY	\$ 3,000.00
19.0	SEDIMENT REMOVAL		
19.01	SEDIMENT REMOVAL/HAULING > 3CY	CY	\$ 1,000.00



Marion County

Board of County Commissioners

Agenda Item

File No.: 2024-15544

Agenda Date: 8/6/2024

Agenda No.: 7.3.7.

SUBJECT:

Request Approval of Fifth Contract Amendment: 12P-039-CA-05 Single Stream Recycling - Waste Pro of Florida, Inc., Ocala, FL (Budget Impact - Neutral; estimated additional annual expenditure of \$90,000 as proposed in FY 2024-25 budget)

INITIATOR:

Susan Olsen, Director

DEPARTMENT:

Procurement Services

DESCRIPTION/BACKGROUND:

On June 5, 2012, the Board awarded a contract to Waste Pro of Florida, Inc. for single-stream recycling. The current contract charges Marion County \$124.68 per ton to process the single-stream material collected at our recycling centers and from approved franchise haulers. Waste Pro of Florida, Inc. has requested a Consumer Pricing Index increase of 5.3% which would increase the processing rate to \$131.29 per ton and add an estimated \$90,000 annually. If approved today, the current rate of \$124.68 will end December 31, 2024, and the new rate of \$131.29 will begin January 1, 2025.

Attached for review is a draft contract amendment. Pending approval at today's meeting, it will be sent to Waste Pro of Florida, Inc. for signatures and upon return, will be routed to the County Attorney, Clerk, and Chair for signatures.

BUDGET/IMPACT:

Neutral; estimated annual increase of \$90,000. This will vary, however, based on average market value and tonnage processed. Total annual cost shall not exceed approved FY budgeted amounts without being brought back to the Board for approval.

RECOMMENDED ACTION:

Motion to approve and allow staff to issue, and upon approval by Legal, authorize the Chair and Clerk to execute the Fifth Contract Amendment with Waste Pro of Florida, Inc. under RFP 12P-039.

FIFTH AMENDMENT TO THE AGREEMENT

In accordance with the Single Stream Recycling Agreement entered into on June 5, 2012, and all of its amendments (if any), collectively (the "Agreement") this Fifth Amendment to the Agreement (this "Amendment") is made and entered into by and between **Waste Pro of Florida, Inc.**, whose address is 408 Cypress Road, Ocala, FL 34472; possessing FEIN **59-3701785**, (hereinafter referred to as "CONTRACTOR") and Marion County, a political subdivision of the State of Florida, 601 SE 25th Avenue, Ocala, FL, 34471, (hereinafter referred to as "COUNTY").

WITNESSETH

WHEREAS this Amendment shall remain in full force and effect until completion of all services required of CONTRACTOR, and the parties wish to amend the Agreement.

IN CONSIDERATION of the mutual covenants and conditions contained herein, COUNTY and CONTRACTOR (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

1. This Amendment shall be deemed to amend and become part of the Agreement in accordance with the project 12P-039, (the "Project"). All provisions of the Agreement not specifically amended herein shall remain in full force and effect.
2. This Amendment adds a rate increase of 5.3% to the processing fee as shown below.

Description	Old Rate- Ending 12/31/2024	New Rate- Beginning 01/01/2025
Processing Fee	\$124.68	\$131.29

IN WITNESS WHEREOF the Parties have entered into this Amendment, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA

GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

MICHELLE STONE DATE
CHAIRMAN

**FOR USE AND RELIANCE OF MARION
COUNTY ONLY, APPROVED AS TO
FORM AND LEGAL SUFFICIENCY**

BCC APPROVED: August 6th, 2024
12P-039-CA-05 Single Stream Recycling

MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

WITNESS:

WASTE PRO OF FLORIDA, INC.

SIGNATURE

BY: DATE

PRINTED NAME

PRINTED:

ITS: (TITLE)

WITNESS:

SIGNATURE

PRINTED NAME



April 23, 2024

Mr. Mark Johnson
 Marion County Solid Waste Department
 c/o Marion County Board of County Commissioners
 601 SE 25th Ave
 Ocala, FL 34471

Subject: Request for Consumers Price Index Adjustment

Dear Mr. Johnson,

In accordance with the Third Amendment to the agreement, of the Single Stream Recycling Materials Processing and Marketing Agreement, Section 3A, Waste Pro of Florida Inc. (Waste Pro), respectfully requests a Consumers Price Index (CPI) increase to be effective January 1, 2025. Calculation is based on the CPI for Water and sewer and trash collection services in U.S. city average, all urban consumers, not seasonally adjusted.

$$5.3\% = \frac{\text{Feb 24 (298.751 - 283.663) Feb 23}}{\text{Feb 23 (283.663)}}$$

Waste Pro respectfully requests a 5.3% increase to the current \$124.68 processing fee with the new fee of \$131.29 being effective January 1, 2025.

Waste Pro thanks you for your time and consideration of this matter and is available if any additional information is required.

Sincerely,

Gerald Lourenco
 Waste Pro of Florida, Inc.

CC: Procurement Director

FOURTH AMENDMENT TO THE AGREEMENT

In accordance with the Single Stream Recycling Agreement entered into on September 1, 2012, and all of its amendments (if any), collectively (the "Agreement") this Fourth Amendment to the Agreement (this "Amendment") is made and entered into by and between Waste Pro of Florida, Inc., whose address is 408 Cypress Road, Ocala, FL 34472; possessing FEIN 59-3701785, (hereinafter referred to as "CONTRACTOR") and Marion County, a political subdivision of the State of Florida, 601 SE 25th Avenue, Ocala, FL, 34471, (hereinafter referred to as "COUNTY").

WITNESSETH

WHEREAS this Amendment shall remain in full force and effect until completion of all services required of CONTRACTOR, and the parties wish to amend the Agreement.

IN CONSIDERATION of the mutual covenants and conditions contained herein, COUNTY and CONTRACTOR (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

1. This Amendment shall be deemed to amend and become part of the Agreement in accordance with the project 12P-039, (the "Project"). All provisions of the Agreement not specifically amended herein shall remain in full force and effect.
2. This Amendment adds a rate increase of 3.9% to the processing fee as shown below.

Description	Old Rate- Ending 12/31/23	New Rate- Beginning 1/1/2024
Processing Fee	\$120	\$124.68

IN WITNESS WHEREOF the Parties have entered into this Amendment, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

G. C. Harrell
GREGORY C. HARRELL,
MARION COUNTY CLERK OF COURT

1/10/24
DATE

MARION COUNTY, A POLITICAL SUB-
DIVISION OF THE STATE OF FLORIDA

Michelle Stone
MICHELLE STONE
CHAIRMAN

1/10/24
DATE

FOR USE AND RELIANCE OF MARION
COUNTY ONLY, APPROVED AS TO
FORM AND LEGAL SUFFICIENCY

BCC APPROVED: January 10, 2024
12P-039-CA-04 Single Stream Recycling

Matthew O. Minter
For: MATTHEW O. MINTER, DATE
MARION COUNTY ATTORNEY

WITNESS:

Darrian DeGeorge
SIGNATURE

PRINTED NAME

WITNESS:

Cary Ray
SIGNATURE

PRINTED NAME

WASTE PRO OF FLORIDA, INC.

Frank Lemley
BY: FRANK LEMLEY

1/16/2024
DATE

PRINTED:

Facility manager
ITS: (TITLE)

THIRD AMENDMENT TO THE AGREEMENT

In accordance with the Single Stream Recycling (SSR) Materials Processing and Marketing Agreement entered into on June 5, 2012, as amended (the "Agreement") this Third Amendment to the Agreement (this "Amendment") is made and entered into by and between Waste Pro of Florida, Inc, whose address is 2101 W SR 434, 3rd Floor, Longwood, FL 32779; possessing FEIN 59-3701785, (hereinafter referred to as "CONTRACTOR") and Marion County, a political subdivision of the State of Florida, 60 I SE 25th Avenue, Ocala, FL, 34471, (hereinafter referred to as "COUNTY").

WITNESSETH

WHEREAS this Amendment shall remain in full force and effect until all completion of services required of CONTRACTOR, and the parties wish to amend the Agreement.

1. This Amendment shall be deemed to amend and become part of the Agreement in accordance with the project 12P-039, (the "Project"). All provisions of the Agreement not specifically amended herein shall remain in full force and effect.
2. The Parties hereby amend the Agreement, by deleting Section 3 (H) of the Second Amendment, thereto in its entirety and replacing it with the following:
 - A. The County shall pick-up, haul and dispose of at no charge to the CONTRACTOR the residue produced from the SSR processing from approved Franchise Haulers and the County's recycling centers. The CONTRACTOR shall provide full access to allow the COUNTY the ability to place a 40-yard container at the site in a manner that supports pick-up and drop-off of the container. The amount of residue to be accepted will be based on the contamination rate calculated in the annual composition study. The CONTRACTOR further agrees to load the 40-yard containers within the legal standards set forth by the Florida Department of Transportation.
3. The Parties hereby amend the Agreement by deleting Section 3 in its entirety and replacing it to charge a fee per ton for Single Stream Recycling (SSR) received for processing from COUNTY or approved County Franchise Hauler for processing the SSR at the Ocala Material Recovery Facility (MRF) will be calculated as described below:
 - A. The parties agree to a Processing Fee of **\$120.00 per ton**. The Processing Fee shall be reviewed on an Annual Basis, on or before May 1st of each year. The parties agree to review the Processing Fee and adjust, as needed.
 - B. The parties agree to monitor a ninety (90) day rolling average AMV which will be subtracted from the Processing Fee identified in Section 3A above. Should the AMV be greater than the Processing Fee the COUNTY shall receive the value greater than the Processing Fee on a per ton basis, within the monthly billing period.
 - C. CONTRACTOR shall provide the AMV each month with the invoice for the processing of the materials. The invoice will not be processed without the monthly AMV submittal.
 - D. CONTRACTOR may request an annual CPI adjustment to the processing fee based upon the Consumer Price Index for Water and Sewer and Trash Collection Services in U S C i t y A v e r a g e (CUUR0000SEHG). While the CPI adjustment is not guaranteed, it will be given every reasonable consideration for approval by COUNTY. If COUNTY denies the requested CPI increase, and is unable to negotiate in good faith a mutually agreeable increase with CONTRACTOR, CONTRACTOR shall have the option to terminate the agreement with a written 180 day notice.
4. All references in the Agreement and all amendments thereto, to "Marion Co Board of County Commissioners", "Marion County Board of County Commissioners", and "Owner" are deemed to mean COUNTY as defined herein.
5. INSURANCE.
 - A. Section '10' of the Agreement requiring in part that the company issuing the required Certificate of Insurance have an A.M. Best Company rating of at least a B+ is modified solely to delete the words "at least a B+" and replace them with "at least an A-."

6. EMPLOYEE ELIGIBILITY VERIFICATION.

Section '17' of the Agreement regarding E-Verify is deleted in its entirety and replaced with the following:

A. Section 17 – E-Verify, pursuant to Section 448.095, F.S. Section 448.095, Florida Statutes, requires FIRM to be registered and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits FIRM from entering into the Agreement unless it is in compliance therewith. Information provided by FIRM is subject to review for the most current version of the State or Federal policies at the time of the award of the Agreement.

1. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.
2. FIRM has agreed to perform in accordance with the requirements of this Section and agrees:
 - a) FIRM certifies and assures COUNTY that FIRM is currently in full compliance with Section 448.095, Florida Statutes and it is registered and uses the E-Verify System to verify work authorization status of all newly hired employees and will continue to do so throughout the Term. This certification and assurance is a material term on which COUNTY relies in entering into the Agreement.
 - b) COUNTY shall immediately terminate the Agreement if COUNTY has a good faith belief that FIRM has knowingly violated Section 448.09(1), Florida Statutes, that is, that FIRM knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
 - c) When FIRM enters into a contract with an employee, a contractor or a subcontractor, FIRM shall obtain from that contracting party ("Contracting Party") an affidavit stating that the Contracting Party does not employ, contract with, or subcontract with an unauthorized alien.
 - d) FIRM shall maintain a copy of such affidavit for the duration of the Agreement and provide it to COUNTY upon request.
 - e) FIRM shall immediately terminate the Contracting Party if FIRM has a good faith belief that the Contracting Party has knowingly violated Section 448.09(1), Florida Statutes, as set forth above.
 - f) If COUNTY has a good faith belief that FIRM's Contracting Party has knowingly violated Section 448.09(1), Florida Statutes, but that FIRM has otherwise complied, COUNTY shall promptly order FIRM to terminate the Contracting Party. FIRM agrees that upon such an order, FIRM shall immediately terminate the Contracting Party. FIRM agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate FIRM.
 - g) If COUNTY terminates the Agreement with FIRM, FIRM may not be awarded a public contract for a least one (1) year after the date of termination.
 - h) FIRM is liable for any additional costs incurred by COUNTY as a result of a termination under this Section.
 - i) Any such termination under this Section is not a breach of the Agreement and may not be considered as such.
 - j) FIRM shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
 - k) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of the Agreement and COUNTY may treat a failure to comply as a material breach of the Agreement.

7. SCRUTINIZED COMPANIES, pursuant to Section 287.135, F.S.

Adds Section 19 to the Agreement with the following:

A. Certification.

1. If this Agreement is for One Million Dollars or more, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR was not then and is not now:
 - a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section

- 215.473, F.S., or
 - b. Engaged in business operations in Cuba or Syria.
 - 2. If this Agreement is for any amount, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, CONTRACTOR was not then and is not now:
 - a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
 - b. Engaged in a boycott of Israel.
 - B. Termination, Threshold Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for One Million Dollars and CONTRACTOR meets any of the following criteria:
 - 1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and CONTRACTOR is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S., or
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.
 - 2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and CONTRACTOR is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.
 - 3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and CONTRACTOR is found to meet any of the following conditions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.;
 - c. Been engaged in business operations in Cuba or Syria; or
 - d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
 - 4. Was entered into or renewed on or after July 1, 2018, and CONTRACTOR is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.
 - C. Termination, Any Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for any amount and meets any of the following criteria:
 - 1. Was entered into or renewed on or after July 1, 2018, and
 - 2. CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.
 - D. Comply; Inoperative. The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

8. SOVEREIGN IMMUNITY

Adds Section 20 to the Agreement with the following:

Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in the Agreement, any obligation of COUNTY to indemnify CONTRACTOR, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of the Agreement.

9. ON-GOING COMPLIANCE

Adds Section 21 to the Agreement with the following:

The Parties acknowledge that the Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of the Agreement. The Parties understand and agree that the Agreement is intended to reflect and require the Parties' compliance with all laws at all times. The Parties expressly and specifically agree to perform the Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

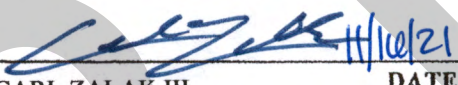
IN WITNESS WHEREOF the Parties have entered into this Amendment, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:



GREGORY C. HARRELL,
CLERK OF COURT
11/16/2021
DATE


MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA



CARL ZALAK III
CHAIRMAN
11/16/21
DATE


FOR USE AND RELIANCE OF MARION
COUNTY ONLY, APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BCC APPROVED: November 16, 2021
12P-039-CA-031 Single stream
Recycling



FOR: MATTHEW C. MINTER,
MARION COUNTY ATTORNEY
10/21/2021
DATE


WITNESS:



SIGNATURE
Matenie Kete

PRINTED NAME

WASTE PRO OF FLORIDA, INC

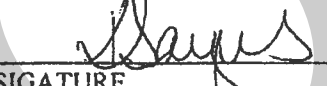


BY: 10/5/21
DATE
North Banasik

PRINTED:
SVP/COO

ITS: (TITLE)

WITNESS:



SIGNATURE
Kathi Sapers

PRINTED NAME

SECOND AMENDMENT TO THE AGREEMENT

In accordance with the Single Stream Recyclable (SSR) Materials Processing and Marketing Agreement entered into on June 5, 2012, as amended (the "Agreement") this Second Amendment to the Agreement (this "Amendment") is made and entered into by and between **Waste Pro of Florida, Inc.**, whose address is 2101 W SR 434, 3rd Floor, Longwood, FL 32779; possessing FEIN **59-3701785**, (hereinafter referred to as "Contractor") and Marion County, a political subdivision of the State of Florida, 601 SE 25th Avenue, Ocala, FL, 34471, (hereinafter referred to as "COUNTY").

WITNESSETH

WHEREAS this Amendment shall remain in full force and effect until all completion of services required of Contractor, and the parties wish to amend the Agreement.

IN CONSIDERATION of the mutual covenants and conditions contained herein, COUNTY and CONTRACTOR (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

1. This Amendment shall be deemed to amend and become part of the Agreement in accordance with the project 12P-039, (the "Project"). All provisions of the Agreement not specifically amended herein shall remain in full force and effect.
2. The Parties hereby amend Section 1 of the Agreement to provide for a single ten (10) year renewal, effective January 1, 2018 and ending December 31, 2027 (the "Term").
3. The Parties hereby amend Section 2 of the Agreement to provide for the following scope modifications:
 - A. COUNTY assumes all collection of single stream recyclables (SSR) at its 18 recycling centers; all recycling material collected will be delivered to Waste Pro MRF in Ocala.
 - B. CONTRACTOR will coordinate the pickup of its recycling containers at COUNTY's recycling centers. Coordination will be with the Solid Waste Department to ensure COUNTY replacement boxes are installed (approximately 45 day process). Date for collection box swap-out will be January 1, 2018.
 - C. To resolve all remaining CONTRACTOR issues from the last term's deficiencies in public education and promotional contract activities CONTRACTOR shall:
 - i. Provide a single stream hands-on display for the Discovery Museum in Ocala for at least a 90 day period, to be coordinated with the Discovery Museum.
 - ii. CONTRACTOR agrees to revise the SSR video to focus on recycling at the County's recycling centers and CONTRACTOR MRF function in recycling. To ensure the completion of the educational/promotional video is completed in a timely period, Waste Pro agrees to provide a performance bond of \$50,000 for the completion of the video. The production of the video will be performed with the full cooperation and participation of COUNTY's Public Information Office.
 - D. CONTRACTOR shall perform, in conjunction with COUNTY, a material composition study on an annual basis.
 - E. Glass will now be defined as contamination and removed from the definition of those items to accept for recycling at the CONTRACTOR's MRF. Recycling collection of glass will be offered to the public at COUNTY's recycling centers. COUNTY will implement an education and promotional program for the public why glass is no longer acceptable for recycling (up to 90 days). Glass may continue to show up in during this period and COUNTY will restrict access to compactor button to allow attendants to remove glass dumped into compactors. COUNTY will make necessary signage to identify acceptable recyclable materials for placement into the recycling compactors.
 - F. COUNTY requests CONTRACTOR provide a storage area at the MRF for filled recycling compactor boxes that occur over the weekend closed hours of the MRF. COUNTY agrees to empty these filled containers.
 - G. All previous references to hauling or other contradictions to this Amendment shall be considered removed. The Average Market Value (AMV) compiled by CONTRACTOR monthly will continue to be performed and shared with COUNTY. AMV is important for both COUNTY and CONTRACTOR for any determination on processing cost adjustments.
 - H. COUNTY will continue to accept for disposal at no charge, residue produced from the SSR processing from approved Franchise Haulers and COUNTY's recycling centers.
 - I. Approved Franchise Haulers must achieve the same or less than the COUNTY's 10% contamination levels to receive contract process pricing.

4. The Parties hereby amend Section 3 of the Agreement to charge \$21.25 per ton for SSR received for processing from COUNTY or approved County Franchise Hauler for processing the SSR at the Ocala Material Recovery Facility (MRF). COUNTY will not receive any value from the recyclables marketing. Waste Pro shall continue to report all recycling credits to the State of Florida on behalf of COUNTY. CONTRACTOR shall provide \$5,000 annually to COUNTY for the public education and promotional program for recycling. CONTRACTOR may request an annual CPI adjustment based upon the Consumer Price Index for Other Goods and Services US City Average (CUUR0000SAG). The CPI adjustment is not guaranteed and is subject to full review by the Solid Waste Director and approval by COUNTY. The percent rate change will not be considered if the rate increase from the Average Market Value of commodities has adjusted upward at a compatible amount of the requested percent of the rate change. If the commodities AMV increased at the same or greater amount of the processing fee, no processing fee is justified. If COUNTY fails to approve a requested CPI or rate adjustment due to fluctuating commodity pricing or processing costs, CONTRACTOR or COUNTY shall have the option to terminate the Agreement with 180 days' notice.
5. All references in the Agreement and all amendments thereto, to "Marion Co Board of County Commissioners", "Marion County Board of County Commissioners", and "Owner" are deemed to mean COUNTY as defined herein.
6. **Public Records Compliance**

A. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

Public Relations | 601 SE 25th Ave | Ocala, FL 34471

Phone: 352-438-2300 | Fax: 352-438-2309

Email: publicrelations@marioncountyfl.org

- B. CONTRACTOR shall comply with public records laws, specifically:
 - i. Keep and maintain public records required by COUNTY to perform the Work;
 - ii. Upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed costs provided in Chapter 119, Florida Statutes, or otherwise provided by law;
 - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of this Agreement if CONTRACTOR does not transfer the records to COUNTY; and,
 - iv. Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of CONTRACTOR or keep and maintain public records required by COUNTY to perform the Work. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon the completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.
 - C. If CONTRACTOR fails to provide the public records to COUNTY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10 Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY.
7. **Contractor Conduct:** These Guidelines govern Contractor doing work on COUNTY property, as well as Contractor's employees, agents, consultants, and others on COUNTY property in connection with the Contractor's work or at the Contractor's express or implied invitation.
 - **Courtesy and Respect:** COUNTY is a diverse government institution and it is critical that Contractor and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
 - **Language and Behavior:** Contractor and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper

language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY property is not permitted under any circumstance.

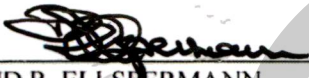
- **No Weapons, Alcohol, or Drugs:** The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by Contractor or its employees is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.
- **Smoking:** Contractor and its employees are not permitted to smoke in or near any COUNTY buildings.
- **Fraternization:** Contractor and its employees may not fraternize or socialize with COUNTY staff.
- **Appearance:** Contractor and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.


Contractor is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, Contractor will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY property and prohibited actions could result in the immediate termination of any or all of Contractor's contracts with COUNTY.

IN WITNESS WHEREOF the Parties have entered into this Amendment, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA


DAVID R. ELLSPERMANN, DATE
CLERK OF COURT

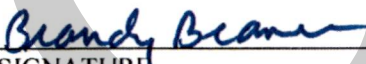

KATHY BRYANT, DATE
CHAIRMAN

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

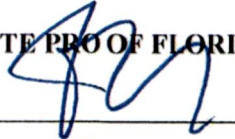
BCC APPROVED: December 19, 2017
12P-039-CA-02, Single Stream Recyclable
Materials Processing and Marketing

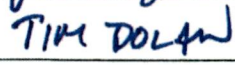

for: MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

WITNESS:

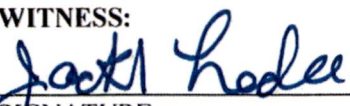

SIGNATURE
Brandy Bramer
PRINTED NAME

WASTE PROOF FLORIDA, INC


BY: DATE

PRINTED: 
ITS: (TITLE)

WITNESS:


SIGNATURE
Jackie Ledee
PRINTED NAME

FIRST AMENDMENT TO THE AGREEMENT

In accordance with the original Single Stream Recycling Materials Processing and Marketing Agreement entered into June 5, 2012 this First Amendment to the Agreement made and entered into **February 16, 2016** by and between **Waste Pro of Florida, Inc.** (Contractor), whose address is 408 Cypress Road,, Ocala, FL 34472; possessing FEIN **59-3701785**, and Marion County Board of Co Commissioners (Owner), 601 SE 25th Avenue, Ocala, Florida, 34471.

WITNESSETH

WHEREAS this agreement shall remain in full force and effect until all completion of services required of the Contractor, and the parties wish to amend such agreement.


IN CONSIDERATION of the mutual covenants and conditions contained herein, the parties do hereby agree as follows:

1. This Agreement shall be deemed to amend the original contract between Owner and Contractor for Single Stream Recycling Materials Processing and Marketing, in accordance with the original project 12P-039. All provisions of the original contract document not specifically amended herein shall remain in full force and effect.
2. This First Amendment effective March 1, 2016 to increase the current rate by 10.1% as defined below:

DESCRIPTION	NEW RATE PER HAUL
40 yard Single Stream Recyclable Materials	\$120.00

IN WITNESS WHEREOF the parties have executed this Amendment to Agreement the day and year first written above.

ATTEST:



DAVID R. ELLSPERMANN,
CLERK OF COURT

MARION COUNTY BOARD OF
COUNTY COMMISSIONERS



KATHY BRYANT,
CHAIRMAN

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY



MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

WITNESS:



SIGNATURE

PRINTED NAME

WITNESS:



SIGNATURE

PRINTED NAME

WASTE PRO OF FLORIDA, INC.:



BY: DATE

PRINTED:

ITS: (TITLE)

AGREEMENT BETWEEN COUNTY AND CONTRACTOR

This Agreement, made and entered into June 5, 2012 by and between Marion County, a political subdivision of the State of Florida, (hereinafter referred to as the "COUNTY") and **Waste Pro Of Florida, Inc.**, located at 408 Cypress Road, Ocala, FL 34472, possessing FEIN# 59-3701785 (hereinafter referred to as the "CONTRACTOR") under seal for the Single Stream Recycling Materials Processing and Marketing, (hereinafter referred to as the "PROJECT"), and the COUNTY and the CONTRACTOR hereby agreeing as follows:

WITNESSETH:

In consideration of the mutual covenants and promises contained herein, the COUNTY and CONTRACTOR (the "PARTIES") hereto agree as follows:

Section 1 – Term. This Agreement shall commence upon Board approval with a commencement date of September 1, 2012 and shall continue for a period of five (5) years with two (2) additional five (5) year renewal options pending mutual agreement and Board approval.

Section 2 – Scope of Services. The CONTRACTOR shall provide a single stream recycling program as per specifications and requirements of project 12P-039, the CONTRACTOR shall complete the scope of services as listed in Exhibit A Scope of Service according to the timeframe as noted herein. Services shall include, but is not limited to the following:

- *CONTRACTOR shall be responsible for construction of a MRF (Material Recovery Facility) inside of Marion County within (10) months of contract award; barring any circumstances beyond their control regarding permits.

- *CONTRACTOR shall provide all receiver containers at the designated County locations.

- *CONTRACTOR shall provide a detailed Public Education program, to be approved by the COUNTY, to educate Marion County citizens on the new recycling program.

- *CONTRACTOR shall expend \$10,500 annually for the Public Education Program.

- *CONTRACTOR shall provide transportation of single stream recyclables from designated County locations to the MRF at a flat per haul fee as detailed in Section 3 – Compensation.

- *CONTRACTOR shall report all recycling credits to the State of Florida on behalf of the COUNTY.

- *CONTRACTOR shall perform, in conjunction with the COUNTY, a material composition study on an annual basis.

- *CONTRACTOR shall be able to perform all duties, including and maintaining an operational MRF within Marion County, outlined in the Scope of Service (359) days a year.

- *CONTRACTOR shall allow the same tipping fees to be utilized for recyclable materials delivered by Franchise Haulers operating within Marion County.

Section 3 – Compensation. The COUNTY shall make payment to the CONTRACTOR upon completion of the services or receipt of product as described in Section 2 of this agreement. The CONTRACTOR shall provide transportation of single stream recyclable materials for the flat fee of \$109.00 per haul and Processing Fees shall be \$40.00 per ton. In addition, the CONTRACTOR shall pay the COUNTY 55% of the recycled commodities per Section 7 of the scope of services.

Due to the fluctuation in fuel prices, the CONTRACTOR may request a biennial CPI adjustment based upon the Consumer Price Index for Urban Consumer South Region Population B/C. The CPI adjustment is not guaranteed and is subject to full review by the Solid Waste Director and approval by the Board of County Commissioners.

Section 4 – Notices. Except as otherwise provided herein, all notices and other communications provided for hereunder shall be in writing and sent by certified mail return receipt requested, or by hand deliver, and shall be deemed effective if mailed, when deposited in a United States Postal Service mailbox with postage prepaid or if hand delivered, when personally handed to the Party to whom the notice or other communication is addressed, with signed proof of delivery. The COUNTY'S and the CONTRACTOR'S representatives for notice purposes are:

CONTRACTOR: Waste Pro of Florida, Inc.
408 Cypress Road
Ocala, FL 34472
CONTACT PERSON: Gerald Lourenco
352-624-3100 | E-mail: glourenco@wasteprousa.com

COUNTY: Marion County Solid Waste Department
c/o Marion County Board of County Commissioners
601 SE 25th Ave
Ocala, FL 34471

A copy of all notices to the COUNTY hereunder shall also be sent to:

Procurement Director
Marion County Procurement Services Department
2511 SE 3rd St
Ocala, FL 34471

Section 5 – Assignment. The CONTRACTOR may not subcontract all or any part of this Agreement without written approval by the COUNTY.

Section 6 – Laws, Permits, and Regulations. Prior to the performance of any work hereunder, the CONTRACTOR shall obtain and pay for all licenses and permits, as required to perform the services described in Section 2 of this Agreement. CONTRACTOR shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the services provided under this Agreement.

Section 7 – Amendments. This Agreement may only be amended by mutual written agreement of both Parties.

Section 8 – Books and Records. The CONTRACTOR shall keep records of all transactions. The COUNTY shall have a right to review such records at the CONTRACTOR'S office during normal business hours. Records shall be maintained a minimum of (5) years after the expiration of the contract.

Section 9 – Indemnification. The CONTRACTOR shall indemnify and hold harmless the COUNTY, its officers, employees and agents from all suits, claims, or actions of every name and description brought against the COUNTY based on personal injury, bodily injury (including death) or property damages received or claimed to be received or sustained by any person or persons arising from or in connection with any negligent act or omission of the CONTRACTOR or its employees, officers, or agents in performing the services set forth herein.

Section 10 – Insurance. During the period the services are rendered, insurance policies shall be with a company or companies authorized to do business in the State of Florida. The County shall be notified if any policy limit has eroded to one half its annual aggregate. The CONTRACTOR shall

provide a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least B+. All policies must show the "Marion County Board of County Commissioners" as an Additional Insured except for the workers compensation and professional liability policies. The Procurement Services Director should be shown as the Certificate Holder, and the Certificate should provide for 30-day cancellation notice to that address with policies for the following:

Business Auto Liability shall be provided by the CONTRACTOR with combined single limits of not less than \$1,000,000 per occurrence and is to include bodily injury and property damage liability arising out of operation, maintenance or use of any auto, including owned, hired and non-owned automobiles.

Worker's Compensation shall be purchased and maintained by the CONTRACTOR with statutory limits and employers liability limits of at least \$1,000,000 each accident and \$1,000,000 each employee and \$1,000,000 policy limit for disease.

General Liability with limits of not less than \$1,000,000 per occurrence and \$1,000,000 annual aggregate. The policy must be maintained by the CONTRACTOR for the duration of the project. If the policy is written on a claims-made basis, the CONTRACTOR must maintain the policy a minimum of 5 years following completion of the project. The County of Marion must be shown as additional insured.

Section 11 – Independent CONTRACTOR. In the performance of this Agreement, the CONTRACTOR will be acting in the capacity of an "independent CONTRACTOR" and not as an agent, employee, partner, joint venture, or associate of the COUNTY. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by the CONTRACTOR in the full performance of this Agreement.

Section 12 – Default/Termination. In the event the CONTRACTOR fails to comply with any of the provisions of this Agreement, the COUNTY may terminate this Agreement for cause by first notifying the CONTRACTOR in writing, specifying the nature of the default and providing the CONTRACTOR with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, the COUNTY thereafter may terminate this Agreement upon written notice to the CONTRACTOR without prejudice to the COUNTY in terms of any right or for cause; the COUNTY will be responsible for compensation to the CONTRACTOR only for the termination date. The COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to the CONTRACTOR. In the event of termination of this Agreement without cause, the COUNTY will compensate the CONTRACTOR for all services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. Notwithstanding any other provision of this Contract, this Contract may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this Contract. County shall have no further obligation to CONTRACTOR, other than to pay for services rendered prior to termination.

Section 13 – Timely Performance. All work will commence upon authorization from the Solid Waste Director or designee. All work will proceed in a timely manner without delays.

Section 14 – Damage to Property. The CONTRACTOR shall be responsible for all material, equipment and supplies sold and delivered to the COUNTY under this Contract and until final inspection of the work and acceptance thereof by the COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed prior to final inspection and acceptance, the CONTRACTOR shall replace the same without additional cost to the COUNTY.

Section 15 – Termination for Loss of Funding/Cancellation for Unappropriated Funds. The obligation of the County for payment to a Contractor is limited to the availability of funds

appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 16 -- Use of Other Contracts. Marion County Board of County Commissioners reserves the right to utilize any County contract, State of Florida Contract, city or county governmental agencies, school board, community college/state university system cooperative bid agreement. Marion County Board of County Commissioners reserves the right to separately bid any single order or to purchase any item on this solicitation/contract if it is in the best interest of the County.

Section 17 -- Employee Eligibility Verification. For those projects funded with State or Federal dollars, Marion County will adhere to the practices set forth under the e-verification system, which is outlined in the clauses below. Information provided by the Contractor is subject to review for the most current version of the State or Federal policies at the time of contract award. By previously signing the ITB Acknowledgment and Addenda Certification Form, and this contract Contractor has agreed to perform in accordance with these requirements and agrees:

1. To enroll and participate in the federal E-Verify Program for Employment Verification under the terms provided in the "Memorandum of Understanding" governing the program.
2. To provide to the Agency, within thirty (30) days of the effective date of this contract, documentation of such enrollment in the form of a copy of the E-Verify "Edit Company Profile" screen, which contains proof of enrollment in the E-Verify Program (this page can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).
3. To require each subcontractor that performs work under this contract to enroll and participate in the E-Verify Program within ninety (90) days of the effective date of this contract/amendment/extension or within ninety (90) days of the effective date of the contract between the Contractor and the subcontractor, whichever is later. The Contractor shall obtain from the subcontractor(s) a copy of the "Edit Company Profile" screen indicating enrollment in the E-Verify Program and make such record(s) available to the Agency upon request.
4. To maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Agency or other authorized state entity consistent with the terms of the Memorandum of Understanding.
5. To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this contract and the Agency may treat a failure to comply as a material breach of the contract.

Section 18 -- Exhibits/Attachments. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein: **EXHIBIT A (Scope of Services), EXHIBIT B (List of County Recycling Centers and Hours of Operation) and EXHIBIT C (AMV Calculation Spreadsheet (example)).**

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

ATTEST:

COUNTY
BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA



DAVID R. ELLSPERMANN,
CLERK OF THE COURT



CHARLIE STONE,
CHAIRMAN

APPROVED AS TO FORM AND LEGAL SUFFICIENCY



MATTHEW G. MINTER,
COUNTY ATTORNEY

ATTEST

WASTE PRO OF FLORIDA, INC.



OFFICER OF THE CORP



PRESIDENT OF THE CORP.

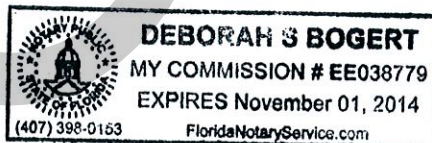
NOTARY CERTIFICATE – *To be completed by Waste Pro of Ocala for project 12P-039 – Single Stream Recycling Materials Processing and Marketing*

STATE OF: FLORIDA
COUNTY OF: MARION

Before me this day personally appeared: John Jennings to me well known to be the person described in and who executed the foregoing instrument, and who acknowledge that he did so freely and voluntarily for the uses and purposes herein expressed.

Witness my hand and seal this 22 day of June, 2012.

Signature of Notary Deborah S. Bogert
Notary Stamp:



12P-039

Single Stream Recyclable Materials Processing and Marketing

Exhibit A

Scope of Service

SECTION 1. DEFINITIONS

The purpose of this proposal is for Processing and Marketing of materials generated from Single Stream Recycling, hereinafter referred to as Proposal. The definitions contained in this Section shall apply unless otherwise specifically stated. When not inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Use of the masculine gender shall include the feminine gender. The word shall is always mandatory and not merely discretionary.

- A. Project Manager shall mean that person designated by the County to administer and monitor the provisions of this Proposal.
- B. Program shall mean the Marion County Recycling Program as it may from time-to-time be defined by the County.
- C. Recovered Materials shall mean Recyclables which have been collected, separated and processed into marketable form.
- D. Material Recovery Facility (MRF) is a facility where recyclables are extracted from a mixed trash stream for reuse. The materials are delivered for sorting and bundling for sale as a recycled product.
- E. Recovered Materials Payment shall mean the monthly payment due to the County from the Contractor calculated in accordance with the provisions and requirements of this Proposal.
- F. Single Stream Recyclables, hereafter referred to as Recyclables, shall include newspapers with inserts; glass – food and beverage containers (clear, green and brown in color); aluminum cans; plastic #1 through #7, including polyethylene terephthalate (PET), high-density polyethylene (HDPE); bi-metal/steel cans; ledger grade office paper and white office paper; old corrugated cardboard (OCC) and paperboard products; magazines, junk mail and phone books; and any additional materials identified as Recyclables by the County, and agreed upon by the Contractor. White Goods and Heavy Metals are NOT part of this proposal.
- G. Ton shall mean 2,000 pounds.
- H. Marion County Franchised Residential & Commercial Collectors shall mean any company approved by the Marion County Board of County Commissioners to collect residential or commercial waste within Marion County.

SECTION 2. PURPOSE

The purpose of this Proposal is to increase the recycling rate of Marion County by implementing Single Stream Recycling at all County Recycle Centers, County Facilities and may also include Franchised Residential, Commercial haulers and other Cities within Marion County. All recyclables, as defined herein, will be collected or delivered to the Contractor co-mixed for sorting and processing. The Contractor will market those Recovered Recyclable Materials in the manner set forth in their response to this Proposal.

SECTION 3. TERM

The initial term of this Proposal, upon award of Contract, shall commence on September 1, 2012 and shall continue for a period of (5) years with (2) additional (5) year renewal options pending mutual agreement and Board approval.

SECTION 4. RESPONSIBILITIES OF COUNTY

- A. Marion County is responsible for the quality of the single stream recyclables accepted at the recycling centers and other County facilities only and those delivered to the Contractor for processing and marketing as recyclables. All recyclable commodities listed in Section 1, Definition F. of the RFP are delivered by County residents to the recycling centers co-mixed and placed into compaction or other type of containers for delivery to the Contractor's facility.
- B. Marion County Franchised Collectors shall be entitled to the rate structure and AMV calculations of this proposal for all residential and commercial recycling collected within Marion County.
- C. Single Stream Recycling means the customers of the County will not separate any commodities and all commodities will be placed into containers ready for delivery to the Contractor's facility.

SECTION 5. RESPONSIBILITIES OF THE CONTRACTOR

- A. Contractor shall be responsible for having a MRF or transfer depot located in Central Marion County to accept and process recyclables for marketing or transfer to another processing facility outside of Marion County. Marion County prefers a processing MRF facility, rather than a transfer depot, that could provide jobs and career opportunities for residents of Marion County. The Contractor shall have an operational MRF within (10) months, unless there are circumstances beyond their control, of the contract award within the legal boundaries of Marion County.
- B. It is the responsibility of the Contractor to ensure the end market for the commodities and annually provide the Florida Department of Environmental Protection (FDEP) a FDEP

Materials Recovery Report Form or a recycling credits statement for all processed materials, and provide a copy of the Materials Recovery Report Form to the Marion County Solid Waste Department.

- C. Contractor shall accept deliveries of recyclables delivered from County facilities **Monday through Sunday** of each week between the hours of 7:00 a.m. and 4:30 p.m., except for Holidays set forth in Section 6 of this Proposal.
- D. Contractor shall assure a truck turn-around time for recycling trucks, not to exceed twenty (20) minutes after the initial weigh-in barring circumstances beyond the Contractor's control. The Contractor will make every effort to expedite the weighing, receiving and dumping of recyclable loads delivered by County trucks.
- E. Contractor shall assist the County in orientation and coordination of its Recycling Program with County personnel, City personnel (if applicable), and Solid Waste Franchised haulers (that provide curbside recycling in the unincorporated County for delivery to the Contractor).
- F. Contractor shall at no additional charge, provide an educational and promotional plan that can improve the recovery rate of recyclable materials from County customers. This plan should also identify how the Contractor will support community efforts to promote recycling through special events and the news media. The Public Education program should be approved by the Solid Waste Director and administered in conjunction with the County's Public Information Office. The program shall include but not limited to the following: Signage, PSA, Tours of Facility, Recycling Drives in Schools, Bags for recycling, educational center, Bill boards, post cards and mail outs to citizens as well as community events. CONTRACTOR agrees to spend \$10,500.00 annually on promotion of the single stream recycling program within Marion County.
- G. Contractor shall comply with all applicable federal, state and local statutes, ordinances, rules and regulations concerning the acceptance and processing of recyclables and the marketing of recovered materials.
- H. Contractor shall obtain, at his own expense, all permits and licenses required by law or ordinance and maintain same in full force and effect during the life of the Contract. Contractor shall provide the County with proof of all necessary permits and licenses concerning the acceptance and processing of recyclables and the marketing of recovered materials.
- I. Contractor shall, pursuant to the requirements of the County and Section 403.706(7), Florida Statutes or its successor provisions, maintain certifiable records and provide to

the County a copy of its annual report filed with the FDEP within thirty (30) days of filing, of the volume of recovered materials marketed.

- J. All materials will be marketed to the vendor of Contractor's choice.
- K. Neither the County's review, approval or acceptance of, nor payment for, any of the responsibilities or services required of the Contractor shall be construed to operate as a waiver of any rights under the Contract or of any cause of action arising out of the performance of this Proposal. The Contractor shall be and remain liable to the county in accordance with applicable law for all damages to the County caused by the Contractor's performance of, or failure to perform, his responsibilities under this Agreement.
- L. Contractor shall maintain and provide at their facility, a state certified scale of sufficient capacity and precision to accurately weigh County trucks and roll-off containers. The Contractor must provide the Solid Waste Department Driver a scale ticket which identifies the truck number, county facility it came from, the date, gross weight, tare weight and net weight of the recyclable material delivered. Should the Contractor collect the recyclables a ticket accurately listing the same information shall be provided as back up to the monthly invoice.
- M. Contractor shall compensate Marion County monthly for all recyclables as outlined in Section 7 of this RFP. Scale tickets issued by the Contractor will be used to determine the gross tonnage of recyclable materials delivered for processing. Contractor shall pay Marion County 55% of recycled commodities.

SECTION 6. HOLIDAYS

The County will not deliver recyclables to the Contractor on any actual holiday for which the Solid Waste Department is not open. The Solid Waste Operations Department is closed on these actual holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. The Contractor will provide access to the County on all holidays that the Solid Waste Operations Department is open.

SECTION 7. COMPENSATION TO COUNTY FOR SALVAGED RECYCABLES

The Contractor will pay the County for each ton of processed recyclables delivered to the recycling facility where the Recyclables will be processed for marketing. Revenue will be calculated as follows:

1. The County is using the Average Market Value (AMV) as shown in Exhibit C.
2. Material percentages for the AMV will be established annually. Different AMV's may be established for different customer types such as convenience stations, curbside residential, commercial, etc.
3. Deduct your proposed Contractor's fee (processing, marketing) from the AMV.

4. Contractor will pay the County 55% of the remaining amount (AMV minus the Contractor's processing fee) for each ton of processed recyclables.
5. The COUNTY will pay for each ton of processed recyclables collected from approved County facilities and residential customers in the unincorporated areas of Marion County who pay the solid waste assessment.

Annually as part of the AMV calculation, a percentage of contamination will be established. Each month this percentage will be multiplied by the total tons of residential recycling accepted as part of this contract. This will establish the allowable number of tons to be disposed of at no charge to the Marion County landfill as part of the Marion County Solid Waste Assessment. Tonnage disposed of in excess of that amount will be billed to the Contractor. No credit will be issued for any shortfall in annual tonnage delivered. A full accounting will be conducted to ensure that all charges reconcile on an annual basis. Exhibit C is an example. Input will vary from month to month and the AMV used is merely an example, however an AMV will be established with the Solid Waste Director specifically for this contract.

SECTION 8. SINGLE STREAM RECYCLING

The Contractor shall receive and process all compacted or loose single stream recyclable materials delivered to the Contractor's facility centrally located in Marion County unless the Board of County Commissioners approves a price adjustment as per Section 3 of the Contract entitled Compensation.

SECTION 9. COLLECTION OF ADDITIONAL RECYCLABLE MATERIALS

Contractor needs to establish their process of identifying, collecting, marketing and promoting potential new recyclable commodities that can be added into the County's Recycling Program.

SECTION 10. RESIDUAL ALLOWANCES

Prohibitive material will not exceed levels to render any commodity as solid waste. If in the event that contaminates exceed allowable tolerances the County shall be notified. No recyclable commodity shall be delivered to the Contractor exceeding 10% contamination in any one commodity.

SECTION 11. PAYMENT AND DOCUMENTATION

- A. The County makes no covenant or promise as to the volume or weight of Recyclables available nor that the Contractor will market recovered materials during the term of the contract.
- B. Contractor shall remit payment to the County: Marion County Solid Waste Department, 5601 SE 66th Street, Ocala, FL 34480.

- C. AMV Payment shall be made on a monthly basis with appropriate documentation accompanying payment. This documentation must contain commodity tonnage totals for each individual commodity and a copy of the page (AMV) from which prices were obtained. This payment to the County must be post-marked by the last day of the month for the preceding month's recyclables. Payment not received as specified will incur a late fee of 1.5 percent charge added to the total owed to the County. The CONTRACTOR is responsible for providing itemized invoices/account/statements for the following: Processed recyclables, Hauling Services, and Contamination Reports.
- D. Scale tickets shall be provided to drivers after unloading each commodity. Scale ticket information must include the following information: recycling center name, recyclable material delivered, the current date, gross weight, tare weight and net weight of the recyclable material delivered.

SECTION 12. PROCESSING OF RECYCLABLES: DISPOSAL OF RESIDUALS

- A. Contractor shall be responsible at all times for the prevention of nuisance conditions resulting from its failure to process recyclables in a timely manner and for any degradation associated therewith and shall cure such nuisance conditions when so directed in writing by the County.
- B. Contractor shall, at its own expense, and without right of reimbursement from County, transport and dispose of all residuals. Except as noted in Section 7.

SECTION 13. FACILITIES & EQUIPMENT

The Contractor shall provide all facilities, equipment, supplies and transportation necessary for the provision of the services specified in this Proposal unless otherwise expressly agreed by the parties in writing. Contractor's facility for delivery of recyclables shall be located within Central Marion County, Florida.

SECTION 14. REPRESENTATIVES OF COUNTY AND CONTRACTOR

- A. It is recognized that questions in the day-to-day conduct of performance pursuant to this Proposal will arise. The County's Solid Waste Director or his designee shall be the main point of contact to which all communications pertaining to the day-to-day conduct of the Proposal shall be addressed. The Solid Waste Director or his designee shall have the authority to transmit instructions, receive information and interpret and define the County's policy and decisions pertinent to the work covered by this Proposal.
- B. Contractor shall designate or appoint one or more representatives of the Contractor who are authorized to act on behalf of the Contractor, at all times during the normal work week, regarding all matters involving the conduct of the performance pursuant to this Proposal and shall keep the County continually advised of such designation.

SECTION 15. FILING OF REQUESTED INFORMATION AND DOCUMENTS

- A. In addition to any other requirements of this Proposal, the Contractor shall be required to file statistical and other pertinent information pertaining to recyclables received and recovered materials marketed, as may be required by the County to comply with the provisions of any and all pertinent laws and regulations, or as otherwise may be requested by the County from time to time. The Contractor shall file and keep current with the County all documents and reports required by this Proposal.

SECTION 16. BOOKS AND RECORDS

- A. The Contractor shall keep records of the Recyclables received from each customer segregated by customer and segregated between those received under this Proposal and all others. Such records shall be kept separate and apart from all other records maintained by the Contractor. The County or its designee shall have the right to review all records maintained by the Contractor, related to the Proposal, on three (3) working days written notice.
- B. Contractor will be required to send a copy of their quarterly reports as described in detail in Florida Administrative Code Rule 62-722 to Marion County Solid Waste, County Recycling Coordinator, 5601 SE 66th St., Ocala, FL 34480.

SECTION 17. TERMINATION

- A. The County may cancel executed Contract, except as otherwise provided below in the Section by giving the Contractor ninety (90) days advance written notice, to be serviced by Certified mail, or in person and provided a receipt.
- B. In the event that Contractor's record of performance shows that Contractor has frequently, regularly or repetitively materially defaulted in the performance of any of the terms and conditions required herein to be kept and performed by Contractor, in the opinion of the County and regardless of whether Contractor has corrected each individual condition of default. The Contractor shall be deemed a "habitual violator", shall forfeit the right to any further notice or grace period to correct, and all of said defaults shall be considered cumulative, and collectively shall constitute a condition of irredeemable default. The County shall thereupon issue Contractor a final written warning citing the frequent, regular and repetitive pattern of Contractor's defaults and shall warn that any material default by Contractor subsequent to the occurrence of the last of said cumulative defaults outlined in the written warning shall be grounds for immediate termination of the Contract. In the event of any such subsequent default, the County may terminate this Contract upon giving of written final notice to Contractor, and all contractual fees due hereunder plus any and all charges and interest shall be payable to said date. Contractor shall have no further rights hereunder and immediately upon the specified date in such final notice Contractor shall proceed to cease any further performance under this Contract. Termination shall be effective upon the date specified in the County's written

notice to Contractor and upon said date this Contract shall be deemed immediately terminated and upon such termination all liability of the County under this Contract to Contractor shall cease. County shall have the right to call the performance bond and shall be free to negotiate with other contractors for the operation of the herein specified services. For failure to perform Contractor shall reimburse the County all direct cost of providing interim Recycling Services.

- C. Contractor has defaulted, by failing or refusing to pay in a timely manner, payments or other monies due the County and said default is not cured within thirty (30) days of receipt of written notice by the County to do so.
- D. A notice (e-mail or fax) will be sent to the Contractor for any services deemed to be in default by the County. A time will be established, depending on the type of default, to rectify the situation. Cure times will be determined by the Solid Waste Director.

Section 18. MISCELLANEOUS

- A. **Service Locations** - On September 1, 2012 the Contractor shall begin servicing all 18 Recycling Centers and other locations (see Exhibit A) on the days of operation and days the sites are closed if necessary. The Contractor shall transport the single stream commodities to the Processing or Transfer Facility located within central Marion County.

- B. **Services -**

This Agreement establishes the terms and conditions under which the Contractor shall perform the total Solid Waste Collection Divisions services relating to all 18 Marion County Recycling Centers. The Contractor shall: (a) provide sufficient number of roll-off trucks to service all 18 Recycle Centers and other Marion County Departments; (b) provide sufficient roll-off compaction containers (estimated at 24+) to fulfill the scope of work advertised; (c) provide a dispatching office to receive service requests during all hours of operations; (d) employ only experienced and well trained drivers. Except as otherwise provided herein, the Contractor shall provide, at its own expense, all roll-off trucks and containers, supervision, fuel, oils, all equipment repairs, materials, utilities and structures necessary to accomplish these tasks throughout the Term of the Contract. It is the sole responsibility of the Contractor to perform the necessary activities under this Agreement in accordance with the requirements of this Agreement, the Permits, and Applicable Law.

- C. **Commencement of Operations**

The County shall deliver a Notice to Proceed to the Contractor immediately after approval of the Agreement by the County Board of Commissioners. The County's Notice to Proceed shall establish a Commencement Date which shall be September 1,

2012. All equipment shall be in place prior to the actual commencement date. A date to begin the public education program will be determined by the Solid Waste Director.

D. Equipment

The Contractor will have a sufficient number of roll-off trucks to service all sites currently being serviced by the Marion County Solid Waste Department. The Contractor will provide a sufficient number of receiver containers at each County designated location.

E. Collection Requirements

The contractor shall be required to provide the following for the collection of all Single Stream recycling from the Solid Waste Recycle Centers and transporting of those recyclables to their facility for processing;

1. Ability to receive commodity service requests from the Solid Waste dispatcher during all hours of operation as outline in Exhibit B attached. The hours of operation are subject to modification by the Solid Waste Director.
2. Respond to each recycle center within two (2) hours of notice from dispatch when a commodity compaction container is 80% full and replace with an empty container.
3. Disconnect and connect the compaction container from the stationary compactor and secure load (diaper) to prevent spillage during transportation.
4. Clean any spillage when disconnecting compaction container.
5. Adhere to all county safety procedures while servicing each recycle center.

F. Solid Waste Authority

If a Solid Waste Authority is created during the term of this contract, Marion County will have the right to negotiate changes that are in the County's best interest as long as it is mutually agreed upon by both parties

EXHIBIT B

RECYCLING CENTERS & COLLECTION SITES

HOURS OF OPERATION

		Sat	Sun	Mon	Tues	Wed	Thurs	Fri	hrs
1	Baseline	7 - 5	9 - 7	7 - 5	7 - 5	7 - 5	7 - 5	7 - 5	70
2	Davis	7 - 5	9 - 7	7 - 5	closed	7 - 5	closed	9 - 7	50
3	Weirsdale	7 - 5	9 - 7	7 - 5	closed	7 - 5	closed	9 - 7	50
4	South Forest	7 - 5	9 - 7	7 - 5	closed	7 - 5	closed	9 - 7	50
5	Forest Corners	7 - 5	9 - 7	7 - 5	closed	7 - 5	closed	9 - 7	50
6	Scrambletown	7 - 5	9 - 7	7 - 5	closed	7 - 5	closed	9 - 7	50
7	Salt Springs	7 - 5	9 - 7	7 - 5	closed	7 - 5	closed	9 - 7	50
8	Fort McCoy	7 - 5	9 - 7	7 - 5	closed	7 - 5	closed	9 - 7	50
9	Orange Springs	7 - 5	9 - 7	7 - 5	closed	7 - 5	closed	9 - 7	50
10	Citra	7 - 5	9 - 7	7 - 5	closed	7 - 5	closed	9 - 7	50
11	Orange Lake	7 - 5	9 - 7	7 - 5	closed	7 - 5	closed	9 - 7	50
12	Blitchton	7 - 5	9 - 7	7 - 5	closed	7 - 5	closed	9 - 7	50
13	Wright Road	7 - 5	9 - 7	7 - 5	closed	7 - 5	closed	9 - 7	50
14	Newton	7 - 5	9 - 7	7 - 5	closed	7 - 5	closed	9 - 7	50
15	Martel	7 - 5	9 - 7	7 - 5	closed	7 - 5	closed	9 - 7	50
16	Dunnellon	7 - 5	9 - 7	7 - 5	closed	7 - 5	closed	9 - 7	50
17	Florida Highlands	7 - 5	9 - 7	7 - 5	closed	7 - 5	closed	9 - 7	50
18	Canal	7 - 5	9 - 7	7 - 5	closed	7 - 5	closed	9 - 7	50
19	Forest Road 50	8 - 4	X	X	X	8 - 4	X	X	20
20	Hog Valley	8 - 4	X	X	X	8 - 4	X	X	20

RECYCLING CENTERS ADDRESS LIST

1	Baseline Recycling Center	5601 SE 66th Street, Ocala FL 34480
2	Blitchton Recycling Center	13247 N. Hwy 27, Ocala FL 34478
3	Canal Recycling Center	457 SE 110th Street, Ocala 34480
4	Citra Recycling Center	17780 NE 19th Court, Citra FL 32113
5	Davis Recycling Center	11307 SE 128th Place Rd, Ocklawaha, FL 32179
6	Dunnellon Recycling Center	4232 South US Hwy 41
7	Florida Highlands Recycling Center	8390 SW 150th Street, Dunnellon FL 34432
8	Forest Corners/Lynne Recycling Center	950 S Hwy 314-A, Ocklawaha, FL 32179-5023
9	Forest Road 88 Recycling Center	13580 NE 203rd Ave. Road, Silver Springs fl 34488
10	Fort McCoy Recycling Center	12195 E. SR 316, Fort McCoy, FL 32134
11	Martel Recycling Center	6800 W. Highway 40, Ocala, FL 34474
12	Newton Recycling Center	1750 NW 100th Street, Ocala FL 34475
13	Orange Lake Recycling Center	18920 NW 53rd Court Road, Orange Lake FL
14	Orange Springs Recycling Center	11095 E Hwy 318, Orange Springs FL 32182
15	South Forest Recycling Center	15480 SE 182nd Ave. Road, Umatilla FL 32784
16	Weirsdale Recycling Center	13535 SE 164th Street, Weirsdale FL 34482
17	Wright Road Recycling Center	11190 NW 90th Ave., Reddick FL 32686
18	Scrambletown Recycling Center	15810 NE Hwy 314, Silver Springs FL 34488

EXHIBIT C

EXAMPLE

Source*	Commodity*	Percentage*	Normalized %*	Lbs. of Commodity per ton	\$ per ton	Unit \$ per ton
OBM Yellow Sheet	Corrugated Cardboard (OCC)	11.85%	12.69%	253.80	\$ 170.00	\$ 21.57
OBM Yellow Sheet	Mixed Paper #2	17.59%	18.84%	376.82	\$145.00	\$ 27.32
OBM Yellow Sheet	Newsprint #8	31.02%	33.23%	664.52	\$145.00	\$ 48.18
Secondary Materials Pricing (Southeast)	Plastics Comingled (#1 - #7)	10.36%	11.10%	221.94	\$230.00	\$ 25.52
Secondary Materials Pricing (Southeast)	Aluminum Cans	0.87%	0.93%	18.64	\$1,430.00	\$ 13.33
Secondary Materials Pricing (Southeast)	Steel Cans	3.92%	4.20%	83.98	\$77.50	\$ 3.25
Secondary Materials Pricing (Southeast)	3mix Glass	17.75%	19.01%	380.25	\$5.00	\$ 0.95
	Residue/Outakes	6.64%				
		100.00%	100.00%	1746.14		\$ 140.12

- * Source is the index used to establish pricing
- * Commodity is the classification of a material from the source index
- * Percentage is the percentage of materials in the recycling stream established by the AMV
- * Normalized percentage accounts for the outake and removes it from the calculation
- * Lbs. of commodity per ton is established by multiplying normalized % x 2000
- * \$ per ton is the rate from the source index on the first week of the month to be established by an average of the high and low price posted.
- * Unit \$ per ton is the value per ton of each commodity
- * The sum of all Unit \$ per ton is equal to the AMV
- * All outakes other than Marion County residential will be charged back to the customer in the AMV
- * Styrofoam (#6 plastic) is not a recyclable material at this time.

Total tons collected x processing fee (\$40.00/ton) = Processing Fee

Total tons collected (less outakes) x AMV = Rebate

County retains 55% of the AMV
Waste Pro retains 45% of the AMV

EXAMPLE



Marion County

Board of County Commissioners

Agenda Item

File No.: 2024-15986

Agenda Date: 8/6/2024

Agenda No.: 7.3.8.

SUBJECT:

Request Approval of Second Contract Amendment: 22P-118-CA-02, Silver Springs Shores Phase I Septic to Sewer Project - Quality Enterprises USA, Inc., Naples, FL (Budget Impact - Neutral; expenditure of \$26,650,000 as approved in FY 2023-24 budget)

INITIATOR:

Susan Olsen, Director

DEPARTMENT:

Procurement Services

DESCRIPTION/BACKGROUND:

On behalf of Marion County Utilities (MCU), a Request for Proposals (RFP) was advertised to the four (4) prequalified Progressive Design-Build (PDB) Teams for Silver Springs Shores Phase I Septic to Sewer Project, which is one (1) of the six (6) PDB utility projects being funded with the American Rescue Plan Act (ARPA) Grant. Quality Enterprises USA, Inc. (QE) was the firm recommended by the Selection Committee and met with the negotiations team to discuss timeline and scope of work for the design portion of the project. QE negotiated the design portion of the project (Task 1), which has recently been completed and the negotiations team met once again to negotiate a timeline and guaranteed maximum price (GMP) for construction of the project (Task 2). This project encompasses 192 acres within the Silver Springs Shores neighborhood and is comprised of 455 lots, of which 212 are occupied and have existing septic tanks and potable water wells. The estimated timeline to substantial completion of the construction is 761 calendar days with an additional 122 calendar days for final completion.

Attached for review is a draft contract amendment. Pending approval at today's meeting, it will be forwarded to QE for execution as written, and upon return, will be processed for signatures from Legal, the Clerk, and Chair.

BUDGET/IMPACT:

Neutral; expenditure not to exceed \$26,650,000 for work related to the construction of the project. Funding is from line FF449536-563102 - UTCEXT004A - \$26,650,000 (American Rescue Plan)

RECOMMENDED ACTION:

Motion to approve and allow staff to issue, and upon return by Legal, authorize the Chair and Clerk to execute the Second Contract Amendment with Quality Enterprises USA, Inc. under 22P-118.

SECOND AMENDMENT TO THE AGREEMENT

In accordance with the Silver Springs Shores Phase I Septic to Sewer Project Agreement entered into on September 20, 2022, and all of its amendments (if any), collectively (the “Agreement”) this Second Amendment to the Agreement (this “Amendment”) is made and entered into by and between **Quality Enterprises USA, Inc.**, whose address is 3494 Shearwater St., Naples, FL 34117; possessing FEIN **54-0947002**, (hereinafter referred to as “FIRM”) and Marion County, a political subdivision of the State of Florida, 601 SE 25th Avenue, Ocala, FL, 34471, (hereinafter referred to as “COUNTY”).

WITNESSETH

WHEREAS the Agreement contemplates a progression of tasks for completion of the Project (defined below) and this Amendment serves to memorialize the parties’ agreement regarding Task 2 – Construction.

IN consideration of the mutual covenants and conditions contained herein, COUNTY and Contractor (singularly referred to as “Party”, collectively “Parties”) hereto agree as follows:

1. This Amendment shall be deemed to amend and become part of the Agreement in accordance with the project 22P-118, (the “Project”). All provisions of the Agreement not specifically amended herein shall remain in full force and effect.
2. This Amendment adds Task 2 - Construction, to the Agreement, effective upon Board approval. All Work shall be complete within 761 calendar days from the date set forth on the Notice to Proceed with an additional 122 calendar days allowed to achieve final completion (the “Term”).
3. FIRM's services and performance will be in accordance with Exhibit A, Construction Proposal, hereto (the “Work”).
4. The total cost for the Work under Task 2 will not exceed Twenty-Six Million Six Hundred Fifty Thousand Dollars (\$26,650,000), (the “Agreement Price”), and COUNTY shall make payment under COUNTY’s established procedure and according to Exhibit A, Construction Proposal, hereto.
5. The Parties agree that liquidated damages related to service connections shall not apply after the completion of month twenty-seven (27) and ending before the completion of month twenty-nine (29) from the date set forth on the Notice to Proceed. During this suspension period, any occurrences or events that would typically incur liquidated damages for service connections shall not be counted or accrue against the Parties.
6. Notices and all other communications to be in writing and sent by certified mail return receipt requested or by hand delivery.

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: lgaudio@geusa.com and mcohen@geusa.com. Designation signifies FIRM’s election to accept notices solely by e-mail.

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**

MICHELLE STONE DATE
CHAIR

BCC APPROVED:
22P-118-CA-01 Silver Springs Shores Phase I
Septic to Sewer Project – Task 2, Construction

QUALITY ENTERPRISES USA, INC.

BY: DATE

PRINTED:

ITS: (TITLE)

**EXHIBIT A
CONSTRUCTION PROPOSAL**

601

**QUALITY ENTERPRISES USA, INC.
SILVER SPRINGS PHASE I**

CONSTRUCTION					
NTP for August 1, 2024. Substantial - 25 months, Final 27 months (No LDs until 27mo/29 mo to final - doesn't include time for completing water hook ups by 29 mo)					
QE INDIRECT COSTS					
Item	QTY	Duration	U/M	Unit Cost	Total
Admin Assistant/EEO	1.00	196	DAYS	\$ 360.00	\$ 70,560.00
Asst PM	1.00	8	MO	\$ 8,400.00	\$ 67,200.00
Laborer for Cleanup/Misc	1.00	0	MH	\$ 39.20	\$ -
Bond	1.00	1	LS	\$ 495,000.00	\$ 495,000.00
Cell Phone, Superintendent	1.00	26	MO	\$ 120.00	\$ 3,120.00
Insurance	1.00	1	LS	\$ 467,503.67	\$ 467,503.67
Land Rental, Trailer	1.00	0	MO	\$ -	\$ -
Laptop, Superintendent	1.00	26	MO	\$ 180.00	\$ 4,680.00
Large Trailer Office	1.00	0	MO	\$ -	\$ -
Office Trailer Utilities	1.00	0	MO	\$ -	\$ -
Port - A - John	1.00	26	MO	\$ 550.00	\$ 14,300.00
Project Sign	1.00	1	LS	\$ 1,800.00	\$ 1,800.00
Safety Items	1.00	9	MO	\$ 600.00	\$ 5,400.00
Safety Manager	1.00	7	MO	\$ 8,400.00	\$ 58,800.00
Security Monitoring of Yard	1.00	26	MO	\$ 250.00	\$ 6,500.00
Housing, Superintendent	1.00	26	MO	\$ 2,000.00	\$ 52,000.00
Per Diem, Superintendent	1.00	572	DAYS	\$ 50.00	\$ 28,600.00
Temp Fence, Yard	1.00	0	LS	\$ -	\$ -
Office Trailer Cleaning	1.00	0	MO	\$ -	\$ -
Officer Trailer Admin Items	1.00	0	MO	\$ -	\$ -
Trailer Set-up	1.00	0	LS	\$ 12,000.00	\$ -
Project Manager Truck	1.00	100	DAYS	\$ 85.00	\$ 8,500.00
PM Travel cost to project	1.00	100	DAYS	\$ 500.00	\$ 50,000.00
PM Per Diem	1.00	100	DAYS	\$ 72.00	\$ 7,200.00
Superintendent Truck	1.00	26	MO	\$ 2,520.00	\$ 65,520.00
Corp Officer	1.00	5	MO	\$ 30,000.00	\$ 150,000.00
Project Manager	1.00	12	MO	\$ 24,393.60	\$ 292,723.20
Project Superintendent	1.00	26	MO	\$ 21,344.40	\$ 554,954.40
QE INDIRECT COSTS SUBTOTAL					\$ 2,404,361.27
SUBCONTRACTORS					
Item		Subcontractor	Subcontractor Cost	QE Mark Up	Total
Construction Administration		Grady Minor	\$ 153,090.00	7.50%	\$ 164,571.75
Project Construction (Incl Septic Tank Abandonment and sewer connection)		CIC	\$ 19,908,353.00	7.50%	\$ 21,401,479.48
Water Service Hook up (no well abandonment, county supplies backflow)		CIC	\$ 822,000.00	7.50%	\$ 883,650.00
Electrical for Lift Station (Estimate from Duke)		Duke Energy	\$ 7,500.00	7.50%	\$ 8,062.50
SUBCONTRACTOR SUBTOTAL					\$ 22,457,763.73
CONSTRUCTION SUBTOTAL					\$ 24,862,125.00
CONTINGENCY					
5% Contingency for Unknowns					\$ 1,000,000.00
CONTINGENCY SUBTOTAL					\$ 1,000,000.00
CONSTRUCTION TOTAL					\$ 25,862,125.00
ALLOWANCES					
ITEM	QTY	Subcontractor	U/M	Unit Cost	Total
QE Monthly Fees	0.00		MO	\$ 120,000.00	\$ -
Gopher Tortoise Re-survey/Relocation**	1.00	Passarella	LS	\$ 50,000.00	\$ 50,000.00
Public Information	1.00	Cella Molnar	LS	\$ 50,000.00	\$ 50,000.00
Capacity Charges	125.00	Marion County	EA	\$ 5,503.00	\$ 687,875.00
ALLOWANCES SUBTOTAL					\$ 787,875.00
GRAND TOTAL					\$ 26,650,000.00



Grady Minor

Civil Engineers ■ Land Surveyors ■ Planners ■ Landscape Architects

May 10, 2024

Mr. Louis J. Gaudio
Vice President
Quality Enterprises USA, Inc.
3494 Shearwater Street
Naples, FL 34117

**RE: Proposal for Professional Services – Construction Administration
Silver Springs Shores Phase I Septic to Sewer Design Build**

Dear Mr. Gaudio:

Q. Grady Minor & Associates, P.A. (GradyMinor) is pleased to provide Quality Enterprises (QE) this proposal for the construction administration services for water and wastewater system improvements associated with the Marion County Silver Springs Shores Phase I Design-Build Project (Project). The Project encompasses 192 acres within the Silver Springs Shores neighborhood and is comprised of 455 lots, of which 212 are occupied and have existing septic tanks and potable water wells. GradyMinor provided the preliminary engineering, engineering, and permitting, services for the expansion of Marion County's (County) water and wastewater system.

We propose the following Scope of Services for the first year of project:

Task No. 1 - Construction Contract Administration Services:

- Attend virtually one pre-construction meeting with the County, Contractor(s), Public Information Officer (PIO), and CEI team.
- Coordination with the County, Contractor(s), and Inspectors.
- Review Contractor submitted Shop Drawings.
- Attend construction meetings (virtual), prepare agendas, and meeting notes. Total of 25 meetings.
- Provide clarification of plans and construction documents.
- Respond to requests for additional information from the Contractor.
- Provide Permit Certifications (FDEP) (five (5) clearances).
 - Marion County will witness all testing and provide GM signed testing results.
- Prepare record drawings based on County Inspector redline mark-ups, Contractor's redline mark-ups and Contractor provided record survey.

We propose to complete these tasks within 750 days from the issuance of a notice-to-proceed from the QE; in accordance with the following fee schedule:

Q. Grady Minor & Associates, P.A.
3800 Via Del Rey
Bonita Springs, FL 34134

Ph. 239-947-1144 Fax. 239-947-0375
www.gradymenor.com

TASK	DESCRIPTION	BUDGET	FEE & TYPE
1.0	Construction Contract Administration Services	\$151,090.00	Lump Sum
2.0	Reimbursable Expenses	\$2,000	Time & Material
	TOTAL	\$153,090.00	

This Proposal only includes those items specifically identified above and does not include surveying, environmental assessments/permitting, utility locates, geotechnical engineering, as-built surveying services, or full-time construction inspection.

Invoices will be issued monthly.

To accept this Proposal and the attached General Conditions, please sign and return one copy to our office.

This Proposal is void if not executed and returned to us within sixty days of its date.

Very truly yours,

Justin Frederiksen, P.E.
Vice President



This Proposal and the Attached General Conditions Accepted.

By: N/A

Authorized Signature

Printed Name

Date

GradyMinor Proposal for Professional Engineering Services

SILVER SPRINGS SHORES SEPTIC TO SEWER PHASE I CONSTRUCTION ADMINISTRATION
MARION COUNTY

Refer to Q. Grady Minor and Associates, P.A. proposal and scope of services dated:

5/10/2024

		Principal Engineer	Registered Engineer I	Engineer	Senior Inspector	Senior Designer	Clerical Admin	Total Hours	TOTAL COST
Task	Activity Description	\$235	\$215	\$160	\$130	\$145	\$95		
TASK 1	Construction Contract Administration Services								
	Coordination with the Contractor, County, and Inspectors	32	45	50	40		8	175	\$31,155.00
	Shop Drawing review	12	15	30		4	8	69	\$12,185.00
	Contractor RFI and responses	15	25	30	30	5	8	113	\$19,085.00
	Construction Status meetings (25 Virtual Meetings)	25	30	50	25		20	150	\$25,475.00
	FDEP Certifications (5 partial clearances)	16	15	13		8	8	60	\$10,985.00
	Construction close-out Documents	7	20	10		8	15	60	\$10,130.00
	Record Drawings	20	40	50		140	5	255	\$42,075.00
								Subtotal Task 1:	\$151,090.00
TASK 2	Reimbursable Expenses								
a	Reproduction, shipping and misc costs								
								Subtotal Task 2:	\$2,000.00
								TOTAL:	\$153,090.00

Notes:

- 1 This proposal excludes as-built and stake out survey services.
- 2 This proposal excludes full time CEI
- 3 This proposal assumed creation of RECORD Drawings off of Contractor provided redlines and survey information as well as County inspector redlines.



Civil Engineers • Land Surveyors • Planners • Landscape Architects

**2024
HOURLY RATE SCHEDULE
FOR PROFESSIONAL SERVICES**

PRINCIPAL ENGINEER:	\$235
PRINCIPAL PLANNER:	\$235
PRINCIPAL SURVEYOR:	\$210
REGISTERED ENGINEER I:	\$215
REGISTERED ENGINEER II:	\$180
REGISTERED LANDSCAPE ARCHITECT:	\$175
REGISTERED SURVEYOR:	\$170
ENGINEER:	\$160
SENIOR PLANNING TECHNICIAN:	\$145
SENIOR ENGINEERING TECHNICIAN:	\$145
SENIOR SURVEYING TECHNICIAN:	\$145
SENIOR GIS TECHNICIAN:	\$160
ENGINEERING TECHNICIAN:	\$135
LANDSCAPE DESIGN TECHNICIAN:	\$135
SURVEY TECHNICIAN I:	\$125
SURVEY TECHNICIAN II:	\$115
CONSTRUCTION PROJECT MANAGER:	\$145
FIELD ENGINEER:	\$115
SENIOR INSPECTOR:	\$130
INSPECTOR:	\$105
PROJECT ADMINISTRATOR:	\$95
ADMINISTRATIVE ASSISTANT:	\$80
SURVEY FIELD CREW (3 MAN):	\$215
SURVEY FIELD CREW (2 MAN) & ROBOTIC:	\$185
DRONE & LICENSED PILOT	\$275
CATAMARAN & SONAR	\$250
BLACKLINES:	\$2.00/each
COLOR PLOT ON FOAMCORE	\$50/each
MILEAGE:	\$0.66/mile
LATH:	\$60/bundle (50)
STAKES:	\$30/bundle (25)

Subconsultant Charges: Cost + 15%

Other incidental expenses: Actual Cost + 10%

Expert witness at 200% of schedule fees

Any State of Florida services tax will be added to our fees



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GENERAL CONDITIONS

Invoices will be issued the first or second week of each month, payable upon receipt, unless otherwise agreed.

Any government imposed taxes or fees shall be added to our fees for services under this Proposal (agreement).

We reserve the right to renegotiate fees on an annual basis to reflect changes in price indices and pay scales applicable to the period when services are, in fact, being rendered.

All reports, drawings, specifications, field data, notes and other documents, including all documents on electronic media, prepared as instruments of service shall remain the property of Q. Grady Minor and Associates, LLC

Services related to asbestos, hazardous or toxic materials are excluded. Client shall provide a site that complies with applicable laws and regulations.

Client shall pay all project permit and application fees including but not limited to plan review, platting, permits, impact fees, etc.

A late charge of 1.5% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days. Payment thereafter to be applied first to accrued late charges and then to the principal unpaid amount. The Client shall be liable for all attorney's fees and costs incurred by Q. Grady Minor and Associates, LLC incident to collection of any indebtedness.

Client's failure to make payment to us within 30 days shall constitute a material breach of this Proposal and shall be cause for termination by Q. Grady Minor and Associates, LLC

Neither Q. Grady Minor and Associates, LLC, nor its consultants, agents or employees shall be jointly, severally or individually liable to the Client in excess of the compensation to be paid pursuant to this agreement or One Hundred Twenty-Five Thousand dollars (\$125,000), whichever is greater, due to any claim arising out of or relating to the performance of professional services under this agreement.

In the event the Client makes a claim against Q. Grady Minor and Associates, LLC at law or otherwise, for any alleged error, omission or other act arising out of the performance of our professional services, and the Client fails to prove such claim, then the Client shall pay all costs, including staff time, court costs, related expenses and attorney's fees incurred by us in defending ourselves against the claim.

The only warranty or guarantee made by Q. Grady Minor and Associates, LLC in connection with the services performed hereunder is that we will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality.

Commercial Industrial Corp.

SSS Septic to Sewer Phase 1					
				Unit Price	Total Price
1.021	MOBILIZATION/DEMOLITION	LS	1	\$1,950,000.00	\$1,950,000.00
4.013	4" PVC C900 DR18 PVC	LF	2,814	\$39.00	\$109,746.00
4.014	6" PVC C900 DR18 PVC	LF	14,800	\$48.00	\$710,400.00
4.015	8" PVC C900 DR18 PVC	LF	17,152	\$62.00	\$1,063,424.00
4.016	10" PVC C900 DR18 PVC	LF	3,723	\$80.00	\$297,840.00
4.227	4" MJ GATE VALVE	EA	9	\$2,703.00	\$24,327.00
4.228	6" MJ GATE VALVE	EA	48	\$3,057.00	\$146,736.00
4.229	8" MJ GATE VALVE	EA	23	\$3,798.00	\$87,354.00
4.23	10" MJ GATE VALVE	EA	4	\$5,873.00	\$23,492.00
4.702	FIRE HYDRANT ASSEMBLY	EA	37	\$10,335.00	\$382,395.00
4.802	SINGLE WATER SERVICE - SHORT	EA	51	\$726.00	\$37,026.00
4.804	DOUBLE WATER SERVICE - SHORT	EA	87	\$1,156.00	\$100,572.00
4.803	SINGLE WATER SERVICE - LONG	EA	21	\$1,312.00	\$27,552.00
4.805	DOUBLE WATER SERVICE - LONG	EA	117	\$1,650.00	\$193,050.00
4.822	WATER METER, METER BOX, AND BACKFLOW DEVICE [OCCUPIED PROPERTY]	EA	274	\$1,215.00	\$332,910.00
4.822	WATER METER BOX [UNOCCUPIED PROPERTY]	EA	197	\$231.00	\$45,507.00
4.408	CONNECT TO EXISTING WM BAHIA RD 8" WM (HOT-TAP)	EA	1	\$11,155.00	\$11,155.00
4.408	CONNECT TO EXISTING WM BAHIA CT TRAK 8" WM	EA	1	\$2,060.00	\$2,060.00
4.408	CONNECT TO EXISTING WM SPRING LN 4"	EA	1	\$1,699.00	\$1,699.00
4.408	CONNECT TO EXISTING WM SPRING RD 2" WM	EA	1	\$1,555.00	\$1,555.00
4.408	CONNECT TO EXISTING WM SPRING RD 4" WM	EA	1	\$1,663.00	\$1,663.00
4.408	CONNECT TO EXISTING WM SPRING RD 6" WM	EA	1	\$1,520.00	\$1,520.00
4.408	CONNECT TO EXISTING WM SPRING RD 8" WM	EA	1	\$1,880.00	\$1,880.00
4.408	CONNECT TO EXISTING WM PINE RD 10" WM	EA	1	\$2,075.00	\$2,075.00
4.408	CONNECT TO EXISTING WM WATER RD 6" WM	EA	1	\$2,323.00	\$2,323.00
4.408	CONNECT TO EXISTING WM EMERALD RD 8" WM (HOT-TAP)	EA	1	\$11,600.00	\$11,600.00
4.74	WATER AIR RELEASE VALVE	EA	11	\$5,007.00	\$55,077.00
5.213	6" FORCEMAIN	LF	5,100	\$51.00	\$260,100.00
5.22	CONNECT TO EXISTING 18" FORCE MAIN (HOT-TAP)	EA	1	\$15,500.00	\$15,500.00
5.264	6" PLUG VALVE	EA	5	\$5,780.00	\$28,900.00
5.29	AIR RELEASE VALVE	EA	3	\$30,917.00	\$92,751.00
5.021	8" GRAVITY SEWER	LF	27,060	\$86.00	\$2,327,160.00
5.022	CONNECT TO EXISTING GRAVITY SEWER	EA	6	\$2,000.00	\$12,000.00
5.111	PRECAST CONCRETE DOGHOUSE MANHOLES	EA	3	\$3,420.00	\$10,260.00
5.11	PRECAST CONCRETE MANHOLES	EA	113	\$7,736.00	\$874,168.00
5.085	SINGLE SANITARY SERVICE	EA	63	\$1,000.00	\$63,000.00
5.088	DOUBLE SANITARY SERVICE	EA	206	\$1,752.00	\$360,912.00
FIN06	BONDS	LS	1	\$200,000.00	\$200,000.00
1.6	INDEMNIFICATION	LS	1	\$29.00	\$29.00
2.051	SEPTIC TANK ABANDONMENT	EA	274	\$7,087.48	\$1,941,969.52
5.951	LIFT STATION	EA	1	\$550,000.00	\$550,000.00
6.035	MILLAND RESURFACE ASPHALT PAVING	SY	8,563	\$44.00	\$376,772.00
6.035	ROADWAY RESTORATION - SUBDIVISION	SY	66,196	\$55.49	\$3,673,216.04
8.3	REMOVE AND REPLACE CONCRETE DRIVEWAYS	SY	8,000	\$81.00	\$648,000.00
6.534	THERMOPLASTIC MARKINGS - SUBDIVISION	LS	1	\$50,484.44	\$50,484.44
1.615	MAINTENANCE OF TRAFFIC	LS	1	\$878,590.00	\$878,590.00
2.071	EROSION CONTROL	LS	1	\$245,350.00	\$245,350.00
7.121	GRASSING IN ROW	SY	100,000	\$4.00	\$400,000.00
3.303	REMOVE AND REPLACE 18" CMP AND MES	LF	4,000	\$132.00	\$528,000.00
6.404	REMOVE AND REPLACE MAILBOXES	EA	274	\$145.00	\$39,730.00
6.035	MILLAND RESURFACE SPRING ROAD	SY	18,020	\$11.00	\$198,220.00
8.15	CONCRETE APRON - SPRING ROAD	SY	178	\$73.00	\$12,994.00
7.121	SOD - SPRING ROAD - INC LIMEROCK	SY	5,600	\$8.00	\$44,800.00
3.304	24" CMP EXTENSIONS- SPRING ROAD	LF	24	\$515.00	\$12,360.00
5.121	ADJUST MANHOLE GRADE RINGS- SPRING ROAD	EA	3	\$1,383.00	\$4,149.00
6.035	OVERBUILD - SPRING ROAD SP 12.5 TRAFFIC C - SPRING ROAD	TN	2,000	\$217.00	\$434,000.00
	Water services from meter to house	EA	274	\$3,000.00	\$822,000.00
Grand Total					\$ 20,730,353.00
The VE for the road way is reclamation instead of base in the areas we do not disturb existing.					

PAI Use Only:
Project No. 22QEU3906

PROFESSIONAL SERVICES AGREEMENT

SECTION 1 – GENERAL

THIS IS AN AGREEMENT made as of N/A, 2024, between **Quality Enterprises USA, Inc.** (“CLIENT”) and **Passarella & Associates, Inc.** (“CONSULTANT”).

This Agreement is for Silver Springs Phase I (“Project”) located in Section 17, Township 16 South, Range 23 East, Marion County, Florida.

CLIENT and CONSULTANT in consideration of their mutual covenants herein agree in respect of the performance or furnishing of professional ecological services (“Services”) by CONSULTANT with respect to the Project and the payment for those services by CLIENT as set forth below.

CLIENT and CONSULTANT each is hereby bound and the partners, successors, executors, administrators, assigns and legal representatives of CLIENT and CONSULTANT are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

SECTION 2 – SCOPE OF SERVICES

Execution of this Agreement by CONSULTANT and CLIENT constitutes CLIENT’S written authorization to CONSULTANT to proceed on the date first above written with the Services described in Exhibit A, (“Scope of Services”) and in the other exhibits listed below. This Agreement will become effective on the date first above written.

SECTION 3 – COMPENSATION

For services provided and performed by CONSULTANT for providing and performing the Task(s) set forth and enumerated in Exhibit A entitled “Scope of Services,” the CLIENT shall compensate the CONSULTANT as provided in Exhibit B.

For Reimbursable Expenses, in addition to payments provided for CONSULTANT and CONSULTANT’S Sub-Consultants, CLIENT shall pay CONSULTANT for reimbursable expenses incurred by CONSULTANT as set forth in Exhibit B.

Invoices for CONSULTANT’S services, Sub-Consultants, and Reimbursable Expenses will be prepared in accordance with CONSULTANT’S standard invoicing practices and will be submitted to CLIENT by CONSULTANT at least monthly. The amount billed for these services will be calculated on the basis set forth in Exhibit B. Invoices are due and payable on receipt.

If CLIENT fails to make any payment due to CONSULTANT for services and expenses within thirty days after receipt of CONSULTANT’S invoice, CONSULTANT may, after giving seven day’S written notice to CLIENT, suspend services under this Agreement until CONSULTANT has been paid in full all amounts due for services, expenses and charges. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

If either the CLIENT or CONSULTANT terminates this Agreement, CONSULTANT will be paid for all services performed or furnished in accordance with this Agreement by CONSULTANT through the date of termination on the basis specified in Exhibit B including any costs reasonably incurred by CONSULTANT that are directly attributable to the termination. CONSULTANT will be paid for the

charges of CONSULTANT's Sub-Consultants employed to perform or furnish services to the extent such services have been performed or furnished in accordance with this Agreement through the effective date of the termination. CONSULTANT also will be paid for all unpaid Reimbursable Expenses.

SECTION 4 – STANDARD OF PERFORMANCE

The standard of care for all professional consulting and related services furnished by CONSULTANT under this Agreement will be the care and skill ordinarily used by members of the CONSULTANT's profession practicing under the same or similar circumstances at the same time and in the same locality. CONSULTANT makes no warranties, expressed or implied, under this Agreement or otherwise, in conjunction with CONSULTANT's services.

SECTION 5 – LIMITATION OF LIABILITY

CONSULTANT's total liability to CLIENT for any loss or damage, including but not limited to special and consequential damages arising out of or in conjunction with the performance of services or any other cause, including CONSULTANT's professional negligent acts, errors, or omissions, shall not exceed the CONSULTANT's compensation, and CLIENT hereby releases and holds harmless CONSULTANT from any liability above such amount.

SECTION 6 – COUNTERPARTS

This Agreement may be executed in counterparts, each of which may be an original, but all of which together shall constitute one and the same agreement. Any counterpart may be delivered by facsimile transmission or by electronic communication in portable document format (.pdf) and the Parties agree that their electronically transmitted signatures shall have the same effect as manually transmitted signatures.

SECTION 7 – EXHIBITS

This Agreement is subject to the provisions of the following Exhibits (if checked) which are attached to and made a part of this Agreement:

- Exhibit A. ☒ "Scope of Services"
- Exhibit B. ☒ "Compensation"
- Exhibit C. ☐ "Consultant's Hourly Rate Schedule"
- Exhibit D. ☐ "Reimbursables"

IN WITNESS WHEREOF, the parties warrant and represent that they are authorized to enter into this Agreement for Professional Services. CLIENT hereby authorizes the performance of the services in Exhibit A and agrees to pay the charges resulting therefrom as identified in Exhibit B. As CLIENT or CLIENT's legal representative, I have read, understand, and agree to the business terms and conditions contained herein including the CONSULTANT's Limited Liability printed on Page 1 of this Agreement.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

CLIENT:**Quality Enterprises USA, Inc.**

N/A

Signature

By: N/A

Name Typed or Printed

Title: N/A

Address for giving notices:

Quality Enterprises USA, Inc.

3494 Shearwater Street

Naples, Florida 34117-8414

Phone: (239) 435-7200

Fax: (239) 435-7202

Attest: N/A

Signature

(IF CORPORATION, AFFIX CORPORATE SEAL)

OR

State of N/A

County of

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ who is personally known to me or who has produced _____ as identification.

Notary Public

Name typed, printed or stamped

(Seal)

CONSULTANT:**Passarella & Associates, Inc.**

Signature

By: Kenneth C. Passarella

Name Typed or Printed

Title: President

Address for giving notices:

Passarella & Associates, Inc.

13620 Metropolis Avenue, Suite 200

Fort Myers, Florida 33912

Phone: (239) 274-0067

Fax: (239) 274-0069

EXHIBIT A

Exhibit A consisting of one (1) page referred to and controlled by the terms and conditions contained in the Professional Services Agreement between CLIENT and CONSULTANT for professional services dated NA, 2024.

Services not set forth in this Exhibit A, or not listed or described herein, are expressly excluded from the Scope of the Professional Services of the CONSULTANT. The CONSULTANT assumes no responsibility to perform any services not specifically identified and/or otherwise described in this Exhibit A.

Initial:

CLIENT N/A

CONSULTANT N/A

SCOPE OF SERVICES

<u>Task</u>	<u>Description</u>
1.0	Pre-Construction Listed Species Survey for Phase I
1.1	Conduct pre-construction listed species survey.
1.2	Prepare aerial photograph with location of documented listed species.
1.3	Prepare report summarizing methodology and results of survey.
2.0	Pre-Construction General Consultation and Meetings for Phase I
2.1	Coordinate pre-construction activities with Project team.
2.2	Attend coordination meetings and/or conference calls with Project team.

The following assumptions were used for the development of the Consultant's work scope and costs:

- Work scope does not include additional wildlife surveys (beyond those specifically identified in the work scope) that may be required by the permitting agencies.
- The Project is located entirely within existing Marion County right-of-way.
- The Project does not include permitting or relocation for any listed species (e.g., gopher tortoise, Florida burrowing owl, etc.) that may be located within the Project footprint.

EXHIBIT B

Exhibit B consisting of one (1) page referred to and controlled by the terms and conditions contained in the Professional Services Agreement between CLIENT and CONSULTANT for professional services dated N/A, 2024.

Initial:

CLIENT N/A

CONSULTANT N/A

COMPENSATION

For services provided and performed by CONSULTANT for providing and performing the Task(s) set forth and enumerated in Exhibit A entitled "Scope of Services," the CLIENT shall compensate the CONSULTANT as follows:

Task	Description	Fee Type	Amount
1.0	Pre-Construction Listed Species Survey for Phase I	LS	\$12,500.00
2.0	Pre-Construction General Consultation and Meetings for Phase I	LS	\$ 2,500.00
Total:			\$15,000.00

Fee Type Definition:

Lump Sum (LS): Includes all direct and indirect labor costs, personnel related costs, overhead and administrative costs, which may pertain to the services performed, provided and/or furnished by the CONSULTANT as may be required to complete the services in Exhibit A. The total amount of compensation to be paid the CONSULTANT shall not exceed the amount of the total Lump Sum compensation established and agreed to. The portion of the amount billed for CONSULTANT's services which is on account of the Lump Sum will be based upon CONSULTANT's estimate of the proportion of the total services actually completed at the time of billing.

Silver Springs CEI - CEI

Celia Molnar & Associates, Inc. - April 2024

CELLA MOLNAR & ASSOCIATES, INC. PUBLIC INVOLVEMENT TASKS		PM \$159.81	PROFESSIONAL \$124.68	PIS \$95.16	APIS \$86.50	TECHNICIAN \$90.00	ADMIN \$45.00	TOTAL	TOTAL DOLLARS
1.00 COORDINATION WITH PROJECT TEAM									
1 01	Project planning & review and coordination with team			36.0	36.0			72.0	\$6,539.76
1 02	Attendance at all progress meetings				130.0			130.0	\$11,245.00
								202.0	\$17,784.76
2.00 PUBLIC INVOLVEMENT ACTIVITIES									
2 01	Update and maintain mailing list of property owners/tenants in project area				12.0		4.0	16.0	\$1,218.00
2 02	Update and maintain email database with property owners/tenants, elected officials, agencies, and interested parties				16.0		8.0	24.0	\$1,744.00
2 03	Prepare and distribute project contact cards		1.0		2.0	2.0	1.0	6.0	\$522.68
2 04	Communicate & coordinate onsite visits with affected parties		16.0		16.0			32.0	\$3,378.88
2 05	Coordination with Contractor on Variable Message Boards/Neighborhood Signs		4.0		4.0			8.0	\$844.72
2 06	Prepare press releases/respond to media/media interviews		6.0		6.0			12.0	\$1,267.08
2 07	Prepare RoadWatch/project updates				52.0	25.0		77.0	\$6,748.00
2 08	Prepare materials, maps, flyers and road/access changes/ closures notices		6.0		10.0	2.0	4.0	22.0	\$1,973.08
								197.0	\$17,696.44
3.00 NOTIFICATIONS TO PROPERTY OWNERS/TENANTS									
3 01	Preparation & distribution notification of construction activities				24.0		24.0	48.0	\$3,156.00
3 02	Preparation & distribution advance notification of access/driveway changes				12.0		12.0	24.0	\$1,578.00
3 03	Preparation & distribution Water Shut-off/Boil Water notices and Rescission notices				18.0		18.0	36.0	\$2,367.00
3 04	Notifications to EMS/Fire Station & Services				8.0			8.0	\$692.00
								116.0	\$7,793.00
5.00 PROJECT WEBPAGE									
Develop a webpage to be linked to the County's website - (this webpage will be utilized to display latest information about the project, collect contact information and reduce calls with FAQs)			4.0		8.0	8.0	2.0	22.0	\$2,000.72
5 02	Maintenance of project webpage					12.0		12.0	\$1,080.00
								34.0	\$3,080.72
6.00 PUBLIC INQUIRIES									
6 01	Respond & record requests/concerns from public				45.0		45.0	90.0	\$5,917.50
								90.0	\$5,917.50
Labor Total		0.0	37.0	36.0	399.0	49.0	118.0	639.0	\$52,272.42
Expenses									\$8,150.00
Grand Total									\$58,422.42

FIRST AMENDMENT TO THE AGREEMENT

In accordance with the Silver Springs Shores Phase I Septic to Sewer Project Agreement entered into on September 20, 2022, and all of its amendments (if any), collectively (the "Agreement") this First Amendment to the Agreement (this "Amendment") is made and entered into by and between **Quality Enterprises USA, Inc.**, whose address is 3494 Shearwater St., Naples, FL 34117; possessing FEIN **54-0947002**, (hereinafter referred to as "FIRM") and Marion County, a political subdivision of the State of Florida, 601 SE 25th Avenue, Ocala, FL, 34471, (hereinafter referred to as "COUNTY").

WITNESSETH

WHEREAS the Agreement contemplates a progression of tasks for completion of the Project (defined below) and this Amendment serves to memorialize the parties' agreement regarding Task 1 – Design.

IN consideration of the mutual covenants and conditions contained herein, COUNTY and Contractor (singularly referred to as "Party", collectively "Parties") hereto agree as follows:


1. This Amendment shall be deemed to amend and become part of the Agreement in accordance with the project 22P-118, (the "Project"). All provisions of the Agreement not specifically amended herein shall remain in full force and effect.
2. This Amendment adds Task 1 - Design, to the Agreement, effective upon Board approval. All Work shall be complete within 365 days from receipt of Purchase Order (the "Term").
3. CONTRACTOR's services and performance will be in accordance with Exhibit A, Proposal for Professional Services, hereto (the "Work").
4. The total cost for the Work under Task 1 will not exceed One Million, One Hundred Sixty-Three Thousand, Seven Hundred Seventy-One Dollars and Twenty-Five Cents, (\$1,163,771.25), (the "Agreement Price"), and COUNTY shall make payment under COUNTY's established procedure and according to the Design/Permitting Cost Proposal, Exhibit B, hereto.
5. Notices and all other communications to be in writing and sent by certified mail return receipt requested or by hand delivery.

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: lgaudio@qeusa.com and mcohen@qeusa.com. Designation signifies FIRM's election to accept notices solely by e-mail.

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.

MARION COUNTY, A POLITICAL
SUB-DIVISION OF THE STATE OF
FLORIDA

ATTEST:

 9/20/2022
GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

 9/20/2022
CARL ZALAK III DATE
CHAIRMAN

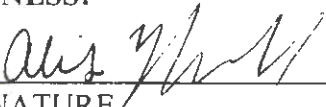
FOR USE AND RELIANCE OF MARION
COUNTY ONLY, APPROVED AS TO
FORM AND LEGAL SUFFICIENCY

BCC APPROVED:


22P-118-CA-01 Silver Springs Shores Phase I
Septic to Sewer Project

For:  10/6/2022
MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

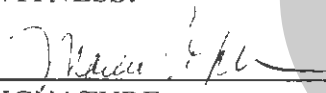
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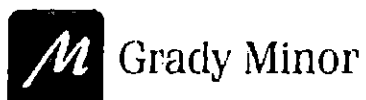

SIGNATURE
Allison Murrell
PRINTED NAME

QUALITY ENTERPRISES USA, INC.

 9/20/22
BY: DATE
Louis J. Gaudio
PRINTED:
Vice President
ITS: (TITLE)

WITNESS:


SIGNATURE
Marcie Cohen
PRINTED NAME



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August 11, 2022

Mr. Louis J Gaudio
Vice President
Quality Enterprises USA, Inc.
3494 Shearwater Street
Naples, Florida 34117-8414

**RE Proposal for Professional Services
Silver Springs Shores Phase I Septic to Sewer Design Build**

Dear Mr. Gaudio:

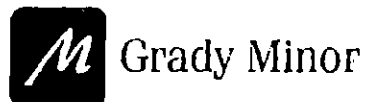
Q. Grady Minor & Associates, P.A. (GradyMinor) is pleased to provide Quality Enterprises (QE) this proposal for the design, permitting, and project management for the Marion County Silver Springs Shores Phase I Design-Build Project (Project). As understood, the Project encompasses 192 acres and is comprised of 455 lots, of which 212 are occupied and have an existing septic tanks and potable water wells. The improvements will include:

- Approximately 26,200 LF of gravity sewer, approximately 75 manholes, and associated service laterals.
- One lift station (on a Marion County owned parcel).
- Approximately 1,500 LF of wastewater force main piping.
- Approximately 8,900 LF of wastewater transmission main piping.
- Approximately 27,700 LF of water distribution piping and associated appurtenances and water services.
- On-lot connections for approximately 212 occupied parcels.
- Approximately 6.65 miles of existing asphalt roadway reclamation/rebuilding.

Aspects of this project shall be designed in compliance with the Marion County Land Development Code, Marion County Utilities Specifications/Details, and the Florida Administrative Code.

GradyMinor proposes to provide the following engineering services:

- Attend and assist with progress meetings.
- Public relations assistance including attending public information meetings and the preparation of graphics/exhibits.
- Project management.
- Engineering design of the proposed improvements;
 - Engineering drawings shall generally include cover sheet, index, key map, and general note sheets, civil/site plans (for utility infrastructure improvements), including plan and profile views and typical sections, as required; demolition/removal plan, and detail sheets.
- Hydraulic modeling of the proposed improvements associated with the Project and considering Phases II, III, and IV of the Marion County Silver Springs Septic to Sewer Project as applicable. This proposal assumes Marion County will provide demand and pressure data at connection points to Marion County's existing systems.



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- Permitting for the proposed potable and wastewater improvements, not including environmental permitting.
- Assist QE and Marion County with receiving the temporary construction easements necessary for the on-lot connections.

We propose the following Scope of Services for this project:

TASK 1 – PRELIMINARY ENGINEERING and 60% DESIGN

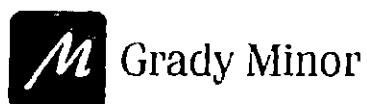
As part of this Task, GradyMinor will gather and review record drawings of existing utilities and in general, perform the preliminary engineering and hydraulic analyses for the proposed potable water and wastewater systems. Additionally, GradyMinor will gather and analyze information concerning the existing septic tanks and potable water wells within the Project area and will propose conversion of septic systems to sewer system and potable water wells to Marion County potable water distribution system connections. In general, this Task includes the following:

a. Project Meeting:

- GradyMinor will organize an initial kick-off meeting with Marion County and QE to review the Project scope, Project objectives/goals, and Project standards and Project schedule for completing the work. GradyMinor will prepare a meeting agenda and follow up with written meeting notes summarizing the discussion and Project action plan.
- GradyMinor will attend and assist QE and Marion County with progress meetings. Bi-weekly progress meetings are included with this proposal.
- For the project meetings, GradyMinor will prepare and distribute progress meeting agendas at least two business days prior to each progress meeting. Prepare and distribute progress meeting notes within three business days of the meeting.

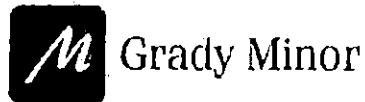
b. Project Coordination and Updates:

- Prepare an initial Project timeline and submit to Marion County at the Initial Kick-Off Meeting. GradyMinor shall update the schedule throughout the duration of the Project and shall provide a copy of the updated schedule to Marion County at their request.
- Keep QE and Marion County informed on the Project progress and provide progress updates and status of the Project.
- Coordinate with other Marion County consultants performing the design of other Phases of the Silver Springs Shore Project, including Marion County's consultant/contractor for the Silver Springs Shores Unit 16 Water and Sewer Extension Project, which is anticipated to be advertised for construction Fall of 2022.
- Assist QE and Marion County with receiving the temporary construction easements necessary for the on-lot connections.



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- c. Existing Conditions, Document, and Standards Review:
- Gather and review record drawings of existing utilities including stormwater components within the Project area.
 - Review existing recorded plats, easements, and right-of-ways (ROW) to analyze easements and/or property boundaries to determine if additional new easements will be required for the proposed improvements.
 - Review Marion County ROW, roadway, and driveway restoration requirements.
 - Review Marion County standards and specifications to be used for the Project components designs and construction, including proposed deviations from Marion County standard specifications and details.
 - Utilize Sunshine State One-Call System (Design Ticket) to determine the existing utilities within the Project Area.
- d. Coordination with Duke Energy for the power service to the proposed Lift Station.
- e. Potable Water Hydraulic Analysis:
- Prepare a hydraulic model by developing a pipe and node schematic of the proposed water main system based on the Project layout. The hydraulic model will be limited to the Silver Springs Shores Phase I Project area, with point pressures outside of the project area being provided by Marion County, but will consider the proposed improvements associated with Phases II, III, and IV of the Silver Springs Shores Project.
 - For the purpose of sizing the proposed potable water improvements, considering flow demands, fire flow requirements, and water quality; assist Marion County staff as needed to install pressure data loggers on the existing water main system along the project corridor to establish existing pressure conditions.
 - Utilizing information gathered in the Tasks above, calibrate the water model by comparing model results to field collected data. Adjust parameters representing the system until model-predicted performance reasonably agrees with measured system performance over a wide range of operating conditions.
 - Perform an analysis of the anticipated chlorine dissipation in the proposed potable water system and adjust the proposed potable water main sizing as needed to maintain an acceptable chlorine residual considering flow demands, fire flow requirements, and water quality.
 - Provide Marion County a Technical Memo summarizing the potable water hydraulic analysis.
- f. Wastewater Hydraulic Analysis:
- The Silver Springs Shores Phase I wastewater collection system is proposed to include one (1) Lift Station (on a Marion County owner parcel) and connect to an existing and proposed wastewater collection system. As part of this task, a hydraulic model will be prepared by developing a pipe and node schematic of the proposed wastewater force main system based on the Project layout. The model will include the force main and transmission network and connection points within the Silver Springs Shores Phase I Project area, and will consider the proposed improvements associated with Phases II, III, and IV of the Silver Springs



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Shores Project. Required point pressures outside the project area will be provided by Marion County.

- For the purpose of sizing the proposed wastewater force/transmission main improvements, considering demands and hydraulic performance, assist Marion County staff to install pressure data loggers on existing force main system along the project corridor.
- Utilizing information gathered above, calibrate the wastewater model by comparing model results to field collected data. Adjust parameters representing the system until model-predicted performance reasonably agrees with measured system performance over a wide range of operating conditions.
- Provide Marion County a Technical Memo summarizing the wastewater hydraulic analysis.

g. Existing Septic System Review:

- Gather and analyze pertinent information about the existing septic systems within the unsewered areas of the Project and propose conversion of septic systems to the proposed Marion County wastewater collection system.
- Data gathered will include permitting and as-built data (if available) for the existing septic systems to determine the location of the septic systems and home connections to septic tank system.
- Assist QE and subsurface utility excavation company to locate the septic system cleanout to determine an invert elevation and to estimate the required depth of the sewer connection to the proposed Gravity Sewer Main and most appropriate location for the proposed property line cleanout. If the inverts cannot be determined, GradyMinor will estimate conservative invert elevations based on experience on similar projects and perform field investigations to determine the most appropriate location for the proposed property line cleanout.
- This task includes field investigations at improved properties within the Project Area that will be connected to the proposed Gravity Sewer System associated with this Project.

h. Following the completion of the Engineering Survey (by others) perform a project walk through to ensure existing conditions are accurately depicted in the survey. Prepare mark-up of survey for additional survey locations as necessary.

i. With assistance from QE and Marion County, develop a detailed Project Phasing Plan considering construction cost, available funding, construction impact, other projects proposed in the Silver Springs Shores Project area, restoration, construction storage yards, access to/from the neighborhood, condition of existing infrastructure, and the project schedule.

j. Project Permitting:

- Confirm the permits required for the proposed improvements associated with the Project.
- Schedule and conduct pre-application meetings with the following permitting agencies:
 - Florida Department of Environmental Protection (FDEP)
 - o Domestic Wastewater Program/Division
 - o Drinking Water Program/Division
 - Marion County
 - o ROW Permitting Division (Office of the County Engineer)



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- St. Johns River Water Management District

- k. Coordinate with subsurface utility excavation company for utility locating (vertical and horizontal) of the existing utilities at the locations of proposed tie in to existing water and wastewater systems.
- l. 60% Design Drawings:
 - Collaborate with Marion County, material suppliers, permitting agencies, and key stakeholders to ensure design decisions are agreed upon before capturing them in the 60% design.
 - Based on Preliminary Engineering and input from QE, Marion County, and permitting agencies, GradyMinor will prepare 60% Design Drawings and Specifications. The 60% Design Drawings will be prepared based on preliminary engineering and will incorporate existing utilities (based on record drawings and information from utilities owners); the soft dig investigation; input from Marion County; input from permitting agencies; as well as the engineering survey. The 60% Design Drawings will be plan and profile view (with additional cross section where required) and will depict the existing and proposed utility improvements within the Project area; proposed connection locations to existing utilities; existing platted right-of-ways and easements; the engineering survey; soft dig investigation work; pertinent geotechnical information; and details for connections of the proposed utilities to existing utilities. The plans will utilize current aerial photography images as the background; and will contain, but are not limited to, the following:
 - Cover Sheet, Index and Key Map Sheet
 - General Note Sheets
 - Existing Conditions Map
 - Phasing Plan (including assisting QE with the Maintenance of Traffic plan)
 - Infrastructure Plans and Profiles
 - Utility Connection Details (with detail concerning connections to existing utilities to maintain utility service).
 - Lift Station Design Plans
 - Paving and Grading Plan
 - Signing and Marking Plan
 - Details
 - Erosion Control Plan
 - Submit electronic copies (PDF) of the 60% Design to (with hard copies if requested) Marion County two (2) weeks prior to the meeting with QE and Marion County.
 - Organize and conduct a 60% Design review meeting with QE and Marion County to discuss the 60% Design.
 - Revise 60% Design as required to reflect QE and Marion County comments.
- m. Public relations assistance including attending public information meetings with County staff, key stakeholders within the Project area, and the preparation of graphics/exhibits.



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- n. Additional communications, meetings, exhibits, and coordination not specifically identified under another task.

Task 2 - PERMITTING

As part of this Task, GradyMinor will prepare the required permitting application packages, submit the application packages, and respond to agency requests for additional information for the Project for the following anticipated necessary permits:

- a. Florida Department of Environmental Protection (FDEP)
 - Domestic Wastewater
 - Drinking Water
- b. Marion County
 - ROW Permitting
- c. St. Johns River Water Management District
 - Request to Verify Exemption

It is anticipated that the permit application packages will be submitted to the appropriate agencies at the 60% design phase of the Project.

Task 3 – 90% DESIGN

On the basis of the accepted Task 1, GradyMinor will prepare 90% drawings and specifications, which provide the scope, extent and character of the work to be furnished and performed by QE. The 90% designs for the improvements will be phased per the agreed upon Project Phasing Plan, in Task 1 above, and as necessary will include separate construction documents, project management, public relations, and project coordination.

Technical specifications will be based on the 16-Division format of the Construction Specifications Institute (CSI) in MS Word format. In addition to technical specifications, GradyMinor will coordinate with County staff to develop necessary General Conditions, Supplemental Conditions, and Special Provisions Specifications. Standard Marion County and FDOT Standards, Specifications, and Details will be used for this Project with supplemental standards, details, and/or clarify provided by GradyMinor as required.

During the 90% design phase, GradyMinor will:

- a. Attend and assist QE and County staff with progress meetings. This scope includes bi-monthly progress meetings. Prepare and distribute progress meeting agendas at least two business days prior to the progress meeting. Prepare and distribute progress meeting notes within three business days following the meeting.
- b. Keep QE and Marion County informed on the Project progress and provide progress updates and status of the Project and incorporate Marion County direction/decisions made at the meeting into the Contract Documents as applicable.



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- c. Perform the Quality Control/Quality Assurance (QC/QA) prior to submission of the 90% Design including a review of design documents (drawings and specifications), technical calculations, constructability; conformance with engineering standards; conflicts with existing and/or proposed facilities and related factors.
- d. 90% Design Drawings and Specifications:
 - Based on Preliminary Engineering and input from QE, Marion County, and permitting agencies, GradyMinor will prepare 90% Design Drawings and Specifications.
 - Submit electronic copies (PDF) of the 90% Design to (with hard copies if requested) Marion County two (2) weeks prior to the meeting with QE and Marion County.
 - Organize and conduct a 90% Design review meeting with QE and Marion County to discuss the 90% Design.
 - Revise 90% Design as required to reflect QE and Marion County comments. The 90% Design will be used to develop the Project's Guaranteed Maximum Price (GMP) and will be used for construction of the proposed improvements, unless greater detail and/or adjustments are required.
- e. Public relations assistance including attending public information meetings with County staff, key stakeholders within the Project area, and the preparation of graphics/exhibits.
- f. Additional communications, meetings, exhibits, and coordination not specifically identified under another task.

Task 4 – FINAL DESIGN

If directed by Marion County, GradyMinor will prepare Final Drawings and Specifications to provide greater detail and/or adjustments to the Project scope for the purpose of negotiating the GMP and/or if required by permitting agencies require additional detail or changes.

During the Final Design phase, GradyMinor will:

- a. Attend and assist QE and County staff with progress meetings. Prepare and distribute progress meeting agendas at least two business days prior to the progress meeting. Prepare and distribute progress meeting notes within three business days following the meeting.
- b. Keep QE and Marion County informed on the Project progress and provide progress updates and status of the Project and incorporate Marion County direction/decisions made at the meeting into the Contract Documents as applicable.
- c. Final Design Drawings and Specifications:
 - Based on Preliminary Engineering and input from QE, Marion County, and permitting agencies, GradyMinor will prepare Final Design Drawings and Specifications.
 - Submit electronic copies (PDF) of the Final Design to (with hard copies if requested) Marion County two (2) weeks prior to the meeting with QE and Marion County.



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- Organize and conduct a Final Design review meeting with QE and Marion County to discuss the Final Design.
 - Revise Final Design as required to reflect QE and Marion County comments. T
- d. Public relations assistance including attending public information meetings with County staff, key stakeholders within the Project area, and the preparation of graphics/exhibits.
- e. Additional communications, meetings, exhibits, and coordination not specifically identified under another task.

PROPOSED TIMELINE AND FEES:

We propose to complete the Tasks described within 365 days from the issuance of a notice-to-proceed from QE in accordance with the following fee schedule:

Task	Description	Fee	Fee Type
1	Preliminary Engineering and 60% Design	\$503,460.00	LS
2	Permitting	\$8,350.00	LS
3	90% Design	\$163,040.00	LS
4	Final Design	\$37,625.00	T&M
5	Reimbursable Expenses	\$7,500.00	T&M
	TOTAL	\$719,975.00	

This Proposal only includes those items specifically identified above and does not include surveying, environmental assessments/permitting, utility locates, geotechnical engineering, or construction services.

Invoices will be issued monthly.

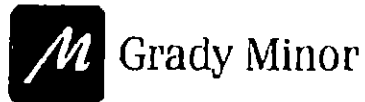
To accept this Proposal and the attached General Conditions, please sign and return one copy to our office. This Proposal is void if not executed and returned to us within sixty days of its date.

Very truly yours,

Justin Frederiksen, P.E.
Vice President

This Proposal and the Attached General Conditions Accepted.

By: _____
Authorized Signature Printed Name Date



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GENERAL CONDITIONS

Invoices will be issued the first or second week of each month, payable upon receipt, unless otherwise agreed.

Any government imposed taxes or fees shall be added to our fees for services under this Proposal (agreement).

We reserve the right to renegotiate fees on an annual basis to reflect changes in price indices and pay scales applicable to the period when services are, in fact, being rendered.

All reports, drawings, specifications, field data, notes and other documents, including all documents on electronic media, prepared as instruments of service shall remain the property of Q. Grady Minor & Associates, P.A.

Services related to asbestos, hazardous, or toxic materials are excluded. Client shall provide a site that complies with applicable laws and regulations.

Client shall pay all project permit and application fees including but not limited to plan review, platting, permits, impact fees, etc.

A late charge of 1.5% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days. Payment thereafter to be applied first to accrued late charges and then to the principal unpaid amount. The Client shall be liable for all attorney's fees and costs incurred by Q. Grady Minor & Associates, P.A. incident to collection of any indebtedness.

Client's failure to make payment to us within 30 days shall constitute a material breach of this Proposal and shall be cause for termination by Q. Grady Minor & Associates, P.A.

Neither Q. Grady Minor & Associates, P.A., nor its consultants, agents or employees shall be jointly, severally or individually liable to the Client in excess of the compensation to be paid pursuant to this agreement or One Hundred Twenty-Five Thousand dollars (\$125,000), whichever is greater, due to any claim arising out of or relating to the performance of professional services under this agreement.

In the event the Client makes a claim against Q. Grady Minor & Associates, P.A. at law or otherwise, for any alleged error, omission or other act arising out of the performance of our professional services, and the Client fails to prove such claim, then the Client shall pay all costs, including staff time, court costs, related expenses and attorney's fees incurred by us in defending ourselves against the claim.

The only warranty or guarantee made by Q. Grady Minor & Associates, P.A. in connection with the services performed hereunder is that we will use that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality.

GradyMinor Proposal for Professional Engineering Services

SILVER SPRINGS SHORES PHASE 1 DESIGN AND PERMITTING
MARION COUNTY

Refer to Q. Grady Minor and Associates, P.A. proposal and scope of services dated:

8/11/2022

Task	Activity Description	Principal Engineer \$210	Registered Engineer I \$185	Engineer \$145	Senior Inspector \$120	Inspector \$110	Senior Designer \$130	Sr GIS Specialist \$125	Clinical Admin \$80	Prof Surveyor \$150	TOTAL COST
TASK 1 - PRELIMINARY ENGINEERING and 60% DESIGN											
a	Project Meetings including Progress Meetings (bi-monthly)	30	60	60					15		\$27,300.00
b	Project Coordination and Project Updates	20	40	60					20	4	\$22,500.00
c	Existing Conditions, Documents, and Standards Review	40	90	120	0	40	60	40	20	12	\$63,050.00
d	Electrical (Duke Energy) Coordination	6	24	16					6		\$8,500.00
e	Potable Water Hydraulic Analysis	40	140	160			8		8		\$58,920.00
f	Wastewater Hydraulic Analysis	40	100	100			6				\$42,180.00
g	Existing Septic System Review	16	60	100		100					\$39,960.00
h	Engineering Survey Review/Inspection		28	38		24	10				\$14,340.00
i	Project Phasing Review/Recommendation	16	16	16	4		8		2		\$10,320.00
j	Permitting Review and Pre-application Meetings	12	12	16					6		\$7,540.00
k	Existing Utility Coordination and Locating Assistance	4	16	32			4		8		\$9,600.00
l	60% Design Drawings and Specifications	80	140	120	16		600		10		\$140,820.00
m	Public Relations Assistance	60	60	60					12		\$33,360.00
n	Meetings and Misc Correspondence	30	30	20					8		\$15,390.00
											Subtotal Task 1:
											\$503,460.00
TASK 2 - Permitting											
a	FDEP Permits	2	8	10			4		2		\$3,660.00
b	Marion County ROW Permit	1	8	8			4		2		\$3,160.00
c	SJRWMD Permit	2	2	4					2		\$1,530.00
											Subtotal Task 2:
											\$8,350.00
TASK 3 - 90% Design											
a	Project Meetings including Progress Meetings (bi-monthly)	20	30	30					10		\$14,900.00
b	Project Coordination and Project Updates	20	30	30					8		\$14,740.00
c	QA/QC and Site Inspection	32			32		16				\$12,640.00
d	90% Design Drawings and Specifications	55	90	80	8		375		12		\$90,470.00
e	Public Relations Assistance	30	40	30					10		\$18,850.00
f	Meetings and Misc Correspondence	20	20	20					8		\$11,440.00
											Subtotal Task 3:
											\$163,040.00
TASK 4 - Final Design											
a	Project Meetings including Progress Meetings (bi-monthly)	4	7	4					2		\$2,875.00
b	Project Coordination and Project Updates	4	8	10					2		\$3,930.00
c	Final Design Drawings and Specifications	14	20	20	4		60		2		\$17,980.00
d	Public Relations Assistance	4	4						2		\$1,740.00
											Subtotal Task 4:
											\$37,625.00
TASK 5 - Reimbursable Expenses											
a	Reproduction, shipping and misc costs										Subtotal Task 5:
											\$7,500.00
											TOTAL:
											\$719,975.00



August 11, 2022

Jody C. Kirkman, P.E.
 Director
 Environmental Services
 Marion County Board of County Commissioners
 11800 SE US Hwy 441
 Belleview, FL 34420

**Re: 22P-118: Silver Springs Shores Phase I Septic to Sewer Project
 Design/Permitting Cost Proposal**

Mr. Kirkman:

We are pleased to provide you with our proposal for the Design/Permitting of the Silver Springs Shores Phase I Septic to Sewer Project. The breakdown of our cost is below with associated proposals from our subconsultants attached.

Price breakdown is as follows:

Design/Permitting	\$ 719,975.00
Survey	\$ 82,000.00
SUE	\$ 100,000.00
Environmental Permitting	\$ 50,000.00
Geotech	\$ <u>60,000.00</u>
Subtotal:	\$ 1,011,975.00
15% Admin/OH&P:	\$ <u>151,796.25</u>
Grand Total:	\$ 1,163,771.25

Our team is ready to commence design/permitting efforts upon your approval. Please let me know if you have any questions or comments regarding this proposal.

Sincerely yours,

Louis J. Gaudio
 Vice President

**MASTER AGREEMENT FOR PROGRESSIVE DESIGN-BUILD SERVICES FOR
22P-118 SILVER SPRINGS SHORES PHASE 1 SEPTIC TO SEWER PROJECT**

ARTICLE	TITLE	PAGE
1	Definitions.	3
2	Contract Documents.	8
3	Scope of Work.	10
4	Contract Time.	11
5	Compensation.	11
6	Contractor's Responsibilities.	14
7	County's Responsibilities.	23
8	Bonds and Insurance.	23
9	Warranties; Tests and Inspections; Correction of Defective Work.	25
10	Changes to or Extensions of Contract Time.	28
11	Changes in the Work.	29
12	Change in Contract Sum.	30
13	Payments to Contractor and Completion of Work.	35
14	Termination of the Master Agreement.	41
15	Violation and Breach of the Agreement.	45
16	Dispute Resolution.	47
17	Notice, Computation of Time.	49
18	Miscellaneous.	50
19	Additional Terms and Conditions.	52
20	Audit and Inspection Rights.	52
21	Public Records.	53
22	Annual Appropriations.	54
23	E-Verify.	54
24	Scrutinized Companies.	55
25	Discriminatory Vendor List; Convicted Vendor List; Antitrust Violator Vendor List.	57
26	Sovereign Immunity.	57
27	No Obligation by Federal Government.	58
28	Compliance with Assurances.	58
ATTACHED EXHIBITS	TITLE	
A	Substantial Copy of Grant Agreement (05.13.21).	
B	ARPA Contract Clauses.	
C	Non-Collusive Affidavit.	
D	Public Entity Crimes Form.	

**MASTER AGREEMENT FOR PROGRESSIVE DESIGN-BUILD SERVICES FOR
22P-118 SILVER SPRINGS SHORES PHASE 1 SEPTIC TO SEWER PROJECT**

This Master Agreement for Progressive Design-Build Services for 22P-118 SILVER SPRINGS SHORES PHASE 1 SEPTIC TO SEWER Project (this "Master Agreement"), made and entered into by and between:

MARION COUNTY, a political subdivision of the State of Florida
601 SE 25th Ave.
Ocala, FL 34471
(hereinafter referred to as "COUNTY"),

AND

QUALITY ENTERPRISES USA, INC.
3494 Shearwater St.
Naples, FL 34117
(hereinafter referred to as "CONTRACTOR") (each above
hereinafter individually "Party," collectively "Parties").

WHEREAS, on or about May 13, 2021, pursuant to sections 602(b) and 603(b) of the Social Security Act as added by section 9901 of the American Rescue Plan Act of 2021, Pub. L. No 117-2 (March 11, 2021) ("ARPA"), COUNTY was awarded certain Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") by the Federal government through the United States Department of the Treasury (the "GRANTOR"), pursuant to a grant agreement (the "Grant Agreement") for use with the instant Project (defined herein). The funds from this award make the Project possible. A substantial copy of the Grant Agreement and the ARPA Contract Clauses are attached hereto and fully incorporated herein as Exhibit "A" and Exhibit "B" respectively; and

WHEREAS, on December 10, 2022, via RFQ# 22Q-058, Progressive Design Build Services for Utilities ARPA Projects (the "RFQ"), COUNTY advertised its notice to bidders of COUNTY'S desire to prequalify firms to perform the work as described in the RFQ and is deemed fully incorporated herein by reference (hereinafter referred to as "Project"); and,

WHEREAS, on February 9, 2022, the review committee completed the evaluation of the RFQ and short listed four (4) firms; and,

WHEREAS, on April 11, 2022, COUNTY offered RFP# 22P-118 (the "RFP") to the RFQ short listed firms; and,

WHEREAS, subsequently thereto, COUNTY completed its final rankings of design build firms responding to the RFQ under which CONTRACTOR was top ranked. Accordingly, COUNTY and CONTRACTOR proceed with this Master Agreement; and

WHEREAS, the Project at issue consists of one (1) design related task plus one (1) construction related task, identified as: Task 1 - Design and Permitting; and Task 2 - Construction.

WHEREAS, COUNTY and CONTRACTOR agree to negotiate a Contract Price for each of the two (2) tasks and formalize the understanding with a Contract Amendment (defined herein) for each respective task; and,

WHEREAS, COUNTY and CONTRACTOR, in reliance on CONTRACTOR'S response to the RFQ and RFP, now desire to enter into this Master Agreement regarding the Project; and,

WHEREAS, COUNTY has determined that entering into this Master Agreement with CONTRACTOR concerning the design and construction of the Project is in the best interest of the citizens and residents of Marion County, Florida; and,

WHEREAS, because there will be inherent efficiencies and economies achieved by COUNTY which will be in the best interest of its citizens and residents, COUNTY has determined it is appropriate to enter into this Master Agreement embracing both the design and construction of the Project, all as more fully set forth below.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and undertakings set forth below and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do mutually covenant and agree as follows:

ARTICLE 1 - DEFINITIONS.

- 1.1 Wherever used in this Master Agreement or in the other Contract Documents, the following terms have the meanings indicated which are applicable to both the singular and plural thereof:
- A. **Allowance.** A sum set aside by COUNTY for intended work that may or may not be utilized by COUNTY.
 - B. **American Rescue Plan Act of 2021 or ARPA.** Pub. L. No 117-2 (March 11, 2021). That law signed by President Biden on March 11, 2021, providing direct relief to local governments in the United States and administered by the United States Department of the Treasury.
 - C. **ARPA Contract Clauses.** Those special terms and conditions applicable to the performance of this Master Agreement by virtue of the source of Grant funding. The ARPA Contract Clauses are attached hereto and fully incorporated herein as **Exhibit "B."**
 - D. **Change Order.** A document authorized by COUNTY, which is signed by CONTRACTOR and COUNTY and authorizes an addition, deletion or revision in the Work, and/or an adjustment in the Contract Sum or the Contract Time, issued on or after the Effective Date of this Master Agreement.
 - E. **Contingency.** A sum set aside by COUNTY to fund unforeseen or unexpected design services or construction work.

- F. **Contract Amendment.** A future amendment to this Master Agreement signed by COUNTY and CONTRACTOR and entered to reflect the Parties' understandings and respective obligations as the Project progresses through Task 1 and Task 2.
- G. **Construction Documents.** Design documents issued sufficiently complete to submit to the governmental authorities having jurisdiction over the Work for permits or authorization for construction of the Project.
- H. **Contract Documents.** The Contract Documents consist of those documents governing the performance of the Project. The Contract Documents include, but are not limited to:

ITEM	EXHIBITS	TITLE
1.		This Master Agreement.
2.	A	Substantial copy of Grant Agreement
3.	B	ARPA Contract Clauses with attachments
4.	C	Non-Collusive Affidavit.
5.	D	Public Entity Crimes Form.
6.		All applicable provisions of State, Federal or local law as referenced in the Contract Documents.
7.		Any additional documents which are submitted under this Master Agreement, by Contract Amendment or otherwise, including but not limited to:
8.		Construction Documents.
9.		Contract Amendments, modifications and supplements.
10.		Exhibits to Contract Amendments.
11.		Schedule of Values.
12.		Construction Performance and Payment Bonds.
13.		Insurance Certificate(s).
14.		Drawings and Outline Specifications.
15.		Notice of Award.
16.		Notice to Proceed.
17.		Purchase Orders.
18.		Change Orders.
19.		Field Orders.
20.		Work change directives.
21.		Any amendments to the above, signed by both Parties issued on or after the Effective Date of this Master Agreement.

- I. **Contract Sum.** The total amount payable by COUNTY to CONTRACTOR for performance of the Work under the Contract Documents, for each of the Tasks respectively including authorized adjustments.
- J. **Contract Time.** The period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

- K. **CONTRACTOR.** The person, firm or corporation with whom COUNTY has contracted for the Project and who is a Florida licensed Contractor who, pursuant to its undertakings more particularly set forth herein, has subcontracted for the services of the Engineer of Record for the Project.
- L. **COUNTY.** Marion County, a political subdivision of the State of Florida, and its assigns, with whom CONTRACTOR has entered into this Master Agreement and for whom the Work is to be performed.
- M. **Day(s).** Unless specified differently herein, all references to day(s) shall mean calendar days.
- N. **Defective.** An adjective which when modifying the Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to final payment.
- O. **Drawings.** The drawings which show the character and scope of the Work to be performed and which are referred to in the Contract Documents.
- P. **Effective Date of this Master Agreement.** The date indicated in this Master Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is executed by the last signatory to this Master Agreement.
- Q. **Final Completion.** That stage in performance of the Project when all Work required by the Contract Documents is fully completed including, but not limited to:
- 1) **Task 1 - Design and Permitting.** The design is complete, the necessary permits are obtained for Task 2, and the Guaranteed Maximum Price for the Project is developed.
 - 2) **Task 2 - Construction.** The completion of all punch list items; the issuance of all required permits and certificates of final occupancy and/or use; the delivery of all record Drawings, electronic files, manuals, warranty certificates and proof of performance testing; and, all required training.
- R. **Final Completion Date.** The date upon which Final Completion is reached for each of the Tasks.
- S. **Field Order.** A written order issued by the Utilities Director or authorized designee which directs minor changes in the Work but which does not involve a change in the Contract Sum or the Contract Time.
- T. **Grant Agreement.** That agreement providing funds for the Project and having terms and conditions that govern the performance of this Master Agreement. A substantial copy of the Grant Agreement approved by COUNTY on or about May 13, 2021, is attached hereto and fully incorporated herein as **Exhibit "A."**

- U. **GRANTOR.** The Federal government through the United States Treasury providing and/or administering Federal funds for the Project pursuant to the Grant Agreement.
- V. **Guaranteed Maximum Price.** The basis for compensation for Task 2 to be developed and agreed upon by the Parties. CONTRACTOR assumes all risk for exceeding the Guaranteed Maximum Price.
- W. **Master Agreement.** Collectively all written agreements, including any amendments thereto, between COUNTY and CONTRACTOR covering the Work to be performed including other Contract Documents that are attached to this Master Agreement or made a part hereof by reference. The body of the Master Agreement contains COUNTY's Standard Terms and Conditions. Special terms and conditions related to the American Rescue Plan Act ("ARPA") are attached as **Exhibit "B."** In case of conflict between the Standard Terms and Conditions or the ARPA Contract Clauses, the ARPA Contract Clauses shall take precedence.
- X. **Notice of Award.** The written notice by COUNTY to CONTRACTOR stating that upon compliance by CONTRACTOR with the conditions precedent enumerated therein within the time specified, COUNTY will execute and deliver this Master Agreement.
- Y. **Notice to Proceed.** Written notification by COUNTY to CONTRACTOR authorizing commencement of any part of the Work required by this Master Agreement.
- Z. **Partial Utilization/Partially Utilize.** Placing a portion of the Work in service for the purpose for which it was intended (or a related purpose) before Substantial Completion of the entire Work.
- AA. **Program Manager.** Alan J. Garri, P.E., or other assigned representative(s) of Kimley-Horn and Associates, Inc., with local offices at 101 East Silver Springs Blvd., Suite 400, Ocala, FL 34470. Telephone: 352/438-3030, Cell phone: 352/342-0970.
- BB. **Project.** That project for Silver Springs Shores Phase I Septic to Sewer as set forth in RFQ 22Q-058, Progressive Design Build Services for Utilities ARPA Projects and RFP 22P-118 Silver Springs Shores Phase I Septic to Sewer Project.
- CC. **Project Manager.** The person that coordinates and facilitates the Project in accordance to the Contract Documents. Both Parties shall provide a Project Manager for the Project.
- DD. **Standard Terms and Conditions.** Those terms and conditions found in the body of the Master Agreement. Special terms and conditions related to the American Rescue Plan Act ("ARPA") are attached as **Exhibit "B"**, entitled ARPA Contract Clauses. In case of conflict between the Standard Terms and Conditions and the ARPA Contract Clauses, the ARPA Contract Clauses shall take precedence.

- EE. **Specifications.** Those portions of the Contract Documents consisting of written technical descriptions for labor; materials; equipment; construction systems; standards and workmanship; and certain administrative details applicable to the Work.
- FF. **Subcontractor.** An individual or legal entity having a direct Contract with CONTRACTOR for the performance of a part of the Work.
- GG. **Substantial Completion.** The stage and progress of the Work when the Work or a designated portion thereof is sufficiently completed in accordance with the Contract Documents. Substantial Completion applies solely to Task 2 - Construction and is defined as of each Task is as that date upon which:
- 1) COUNTY can utilize or occupy the Work for its intended purpose; and
 - 2) A Certificate of Substantial Completion has been executed by the engineer of record and COUNTY indicating the date the Project was substantially completed and the punch list of items required to be completed prior to Final Completion.
- HH. **Substantial Completion Date.** The date by which CONTRACTOR must achieve Substantial Completion for Task 2 - Construction, as determined by the original Contract Time for said Task, plus time extensions granted by approved Change Order.
- II. **Supplier.** A manufacturer, fabricator, supplier, distributor, materialman or vendor who does not perform labor at the site of the Work.
- JJ. **Task 1 - Design and Permitting.** Complete preconstruction Project development and professional design, permits necessary for Task 2 are obtained, and a Guaranteed Maximum Price for the Project is developed.
- KK. **Task 2 - Construction.** Construct the Project in accordance with the Contract Documents.
- LL. **Tasks.** A collective reference to the two components of the Project, i.e., Task 1 - Design and Permitting, and Task 2 - Construction.
- MM. **Utilities Director.** The Utilities Director of COUNTY, or any authorized employee(s) or other designee(s).
- NN. **Work.** Work is the result of performing the services and supplying the labor, materials and equipment, for each respective Task to complete the Project, generally stated to include but not be limited to: Task 1 - Design and Permitting, completing all preconstruction development; and Task 2 - Construction, implementing the product derived from Task 1 through an organized process, all as required by the Contract Documents.
- OO. **Work Change Directive.** A written directive to CONTRACTOR issued on or after the Effective Date of this Master Agreement and signed by COUNTY ordering an addition, deletion or revision in the Work. A Work Change Directive shall not

change the Contract Sum or Contract Time, but it is an expression of the intention of the Parties that they expect the change directed or documented by the Work Change Directive to be incorporated in a subsequently issued Change Order following negotiations by the Parties as to its effect, if any, on the Contract Sum or Contract Time.

ARTICLE 2 - CONTRACT DOCUMENTS.

2.1 Contract Documents Govern.

CONTRACTOR is required to perform this Master Agreement in conformance with all the Contract Documents, defined above. Should any conflict arise between the Contract Documents and this Master Agreement, the terms of this Master Agreement shall take precedence.

2.2 Contract Documents, Current and Future.

The Parties specifically agree that certain Contract Documents exist at the time of entering this Master Agreement while others will necessarily be developed as the Project progresses. The Parties shall enter Contract Amendments to reflect the Project progression and the associated Contract Documents will be referenced therein.

2.3 Contract Documents, Exhibits.

Performance of the Project shall be in conformance with the following Contract Documents, marked as exhibits:

- A. Grant Agreement between Marion County and GRANTOR approved by COUNTY on or about May 13, 2021, a substantial copy of which is attached hereto and fully incorporated herein as Exhibit "A."
- B. ARPA Contract Clauses, the Grant associated special terms and conditions, which are attached hereto and fully incorporated herein as Exhibit "B."
- C. Non-Collusive Affidavit, which is attached hereto and fully incorporated herein as Exhibit "C."
- D. Public Entity Crimes Form, which is attached hereto and fully incorporated herein as Exhibit "D."

2.4 Entire Agreement.

The Contract Documents comprise the entire agreement between COUNTY and CONTRACTOR concerning the Work. The Contract Documents are complimentary; what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the laws of the State of Florida.

2.5 Intent.

It is the intent of the Contract Documents to describe a functionally complete Project consisting of the design performed by the design professional and construction to be completed in accordance with the Contract Documents. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard

specifications, manuals or codes of any technical society, organization or association, or to the laws or regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or laws or regulations in effect on the date of the Notice of Award for the Project, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of COUNTY, CONTRACTOR, or any of their consultants, agents or employees from those specifically set forth in the Contract Documents.

2.6 Amending and Supplementing Contract Documents.

The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions of this Master Agreement, in writing, in one or more of the following ways:

- A. A Change Order; or
- B. A Contract Amendment; or
- C. Work Change Directive.

2.7 Material Breach.

Any proposed change in this Master Agreement shall be submitted to COUNTY for its prior approval. CONTRACTOR shall at all times comply with all applicable regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the, or as they may be amended or promulgated from time to time during the term of this Master Agreement. CONTRACTOR's failure to so comply shall constitute a material breach of this Master Agreement.

2.8 Supplements, Minor Variations or Deviations.

- A. COUNTY will not authorize any changes to the Contract Documents, except in a manner allowed by law. CONTRACTOR covenants and agrees that COUNTY shall not be responsible for any costs in excess of those set forth herein unless the same are set forth in a Change Order, Contract Amendment or are negotiated following the issuance of a Written Change Directive.
- B. The requirements of the Contract Documents may be supplemented and minor variations and deviations in the Work may be authorized in one or more of the following ways:
 - 1) Utilities Director's approval of a shop drawing or sample; or
 - 2) Utilities Director's written interpretation or clarification regarding the Work; or
 - 3) A Field Order.

2.9 Representation of CONTRACTOR.

Execution of this Master Agreement by CONTRACTOR is a representation that CONTRACTOR has visited the site and become familiar with the local conditions under which the Work is to be performed, and agrees to be bound by the terms of this Master Agreement.

2.10 Before Commencing Operations.

Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon. CONTRACTOR shall promptly report in writing to COUNTY and Utilities Director any conflict, error or discrepancy which CONTRACTOR may discover and CONTRACTOR shall obtain a written interpretation or clarification from Utilities Director before proceeding with any Work affected thereby.

ARTICLE 3 - SCOPE OF WORK.

3.1 CONTRACTOR shall provide services for the development, design and construction of the Project as described in the Contract Documents in full conformance with the Contract Documents.

3.2 CONTRACTOR warrants that: (1) it has the institutional managerial, and financial capability to ensure proper planning, management and completion of the Project; (2) the services will be performed by qualified personnel; (3) the services will be of the kind and quality described in Contract Documents and the Grant Agreement; (4) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (5) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third-party; and (6) its employees and subcontractors shall comply with all security and safety requirements and processes for all Work performed on the Project. CONTRACTOR acknowledges that COUNTY and representatives of GRANTOR reserve the right to investigate or inspect at any time to determine whether the services or qualifications offered by CONTRACTOR meet this Master Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose the remedies of COUNTY and/or GRANTOR in the event Defective Work in the deliverable cannot be readily measured at the time of delivery,

3.3 On the instant Project, CONTRACTOR maintains a conflict of interest policy consistent with 2 C.F.R. 200.318(c). Any potential conflict of interest must be disclosed in writing to GRANTOR and COUNTY before initiating any Work on the Project. CONTRACTOR is responsible to ensure all lower tier subconsultants, subcontractors and suppliers comply with this conflict of interest requirement.

3.4 CONTRACTOR acknowledges that funding for the Project is provided, in part, by GRANTOR utilizing monies furnished by the Federal government through Coronavirus State and Local Fiscal Recovery Funds ("SLFRF"). CONTRACTOR understands and agrees that all Work performed on the Project is subject to review and approval of GRANTOR and should Defective Work be found by GRANTOR, CONTRACTOR will work diligently to correct all Defective Work and same shall be considered part of CONTRACTOR's original scope of work.

3.5 CONTRACTOR understands and agrees that funds used on the Project may only be used in compliance with section 603(c) of the Social Security Act, the U.S. Department of the Treasury's regulations implementing that section, and guidance issued by the U.S. Department of the Treasury regarding same. CONTRACTOR has made itself familiar with the foregoing and represents it shall comply accordingly.

- 3.6 CONTRACTOR agrees to comply with the requirements of section 602 of the Social Security Act, regulations adopted by the U.S. Department of the Treasury pursuant to section 602(f) of the Social Security Act, and guidance issued by the U.S. Department of the Treasury regarding the same. CONTRACTOR further agrees to comply and ensure compliance by any subconsultant, subcontractor and supplier with all other applicable Federal statutes, regulations, and executive orders, and CONTRACTOR shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this Project.

ARTICLE 4 - CONTRACT TIME.

4.1 Time is of the essence under this Master Agreement.

- A. Task 1 - Design and Permitting:
Design and Permitting's Contract Time shall be negotiated by COUNTY and CONTRACTOR and will be the subject of a future Contract Amendment to this Master Agreement. Work on Task 1 shall commence upon the date specified in the Notice to Proceed and, subject to authorized adjustments, shall be sufficiently complete for submission to the appropriate governmental authorities having jurisdiction over the Work for the issuance of the required permits or authorization for construction and the development of a Guaranteed Maximum Price for Task 2 Construction. The duration of Task 1 - Design and Permitting shall be incorporated into the future Contract Amendment in calendar days. CONTRACTOR agrees that Task 1 - Design and Permitting shall be prosecuted regularly, diligently and uninterrupted at such a rate of progress as will ensure 100% completion with permits obtained within the time specified. Failure to achieve timely, Final Completion of the Task 1 - Design and Permitting portion of this Master Agreement shall be regarded as a material breach of this Master Agreement.
- B. Task 2 - Construction:
Construction shall be negotiated by COUNTY and CONTRACTOR as set forth herein and shall be the subject of a future Contract Amendment to this Master Agreement. Work on Task 2 shall commence upon the date specified in the Notice to Proceed, and subject to authorized adjustments shall reach Substantial Completion and Final Completion as set forth herein. Task 2 - Construction shall be prosecuted regularly, diligently and uninterrupted at such a rate of progress as will ensure 100% completion on the date set by COUNTY. Failure to achieve meet completion dates of Task 2 - Construction shall be regarded as a material breach of this Master Agreement.

ARTICLE 5 - COMPENSATION.

- 5.1 COUNTY shall pay CONTRACTOR for CONTRACTOR's performance of its obligations hereunder in the form of a separate Contract Sum for each of the tasks, i.e., Task 1: Design and Permitting, and Task 2 - Construction, as follows:
- A. Task 1. The Contract Sum for Task 1 shall be a lump sum amount plus authorized adjustments.

- B. Task 2. The Contract Sum shall be a lump sum amount plus authorized adjustments.
- 5.2 Full Compensation. Payment by COUNTY of the Contract Sum for each Task respectively shall be deemed full compensation to CONTRACTOR for its performance of the full scope of this Master Agreement so long as the Parties agree upon a Contract Sum and Contract Time for each of the Tasks separately, and neither Party terminates this Agreement as provided for herein. It is also the intent and agreement of the Parties that the Contract Sum for each of the Tasks, shall not exceed the lump sum amounts separately established for each respective portion of the Work, subject to additions and deductions by Change Order as provided for in this Master Agreement.
- 5.3 Contract Sums for the Tasks. At the time of execution of this Master Agreement, the Parties acknowledge and agree that there is insufficient information to establish a Contract Sum and Contract Time for each of the Tasks and further agree that the Parties shall negotiate same, subject to the termination rights set forth herein. Without limiting the foregoing, no cost savings that might be achieved on any Task shall be applied against cost overruns for any other Task. Absent grounds for an adjustment authorized hereunder, in the event additional labor, material, supply or equipment costs or expenses are necessary to complete either of the two (2) Tasks comprising the Project, such amounts shall be the sole responsibility of CONTRACTOR; it being acknowledged and agreed that the Contract Sums for each Task shall be the maximum amount COUNTY shall be required to pay for each Task respectively.
- 5.4 Negotiating Contract Sums.
- A. When COUNTY and CONTRACTOR agree that the Construction Documents (defined herein) are sufficiently completed to allow CONTRACTOR to perform Task 1 or sufficiently completed to allow CONTRACTOR to solicit bids for the performance of Task 2, the Parties shall commence and diligently proceed in good faith to negotiate a Contract Sum and Contract Time for that Task.
- B. If within thirty (30) days following the commencement of negotiations, COUNTY and CONTRACTOR agree upon a Contract Sum and Contract Time for any Task, (including any conditions applicable to the issuance of a Notice to Proceed), upon approval by the Marion County Board of County Commissioners, the Parties shall execute a Contract Amendment reflecting such agreement.
- C. If following the expiration of said thirty (30) day negotiation period COUNTY and CONTRACTOR cannot agree upon a Contract Sum and Contract Time for any Task:
- 1) The Parties may mutually agree to extend the time period for negotiation and continue therewith for a specified time or,
 - 2) Either Party, in its sole and absolute discretion may terminate this Master Agreement.
- D. Upon COUNTY's payment in full for all Work performed under the Contract Documents, CONTRACTOR shall grant COUNTY a limited license to use the Contract Documents in connection with the COUNTY's occupancy of the Project, conditioned on COUNTY's express agreement that in the event COUNTY modifies

or makes use of the Contract Documents without CONTRACTOR's express written consent, it is at COUNTY's sole risk and liability and without liability or legal exposure to CONTRACTOR or anyone working by or through CONTRACTOR. For the avoidance of doubt, following termination of this Agreement, COUNTY'S limited license to use the Contract Documents shall be conditioned upon COUNTY's payment in full of the amounts due to CONTRACTOR under the Contract Documents.

5.5 Termination.

- A. In the event that any Party desires to terminate this Master Agreement as set forth in Paragraph 5.4 above, such Party shall provide written notice to the other Party of its intent to do so before the expiration of the thirty (30) day Contract Sum and Contract Time negotiation period, and this Master Agreement shall terminate following completion by CONTRACTOR of the Task CONTRACTOR is then currently engaged to perform.
- B. Without limiting the foregoing, it is the intent of the Parties that if a Contract Sum and Contract Time for Task 2: Construction cannot be negotiated, COUNTY shall be provided with all Construction Documents. As a prerequisite to payment following a notice by either Party to terminate, CONTRACTOR shall provide COUNTY with written authorization in a form and substance acceptable to COUNTY from the appropriate design professionals authorizing COUNTY and its architects and engineers to use the Construction Documents. CONTRACTOR shall submit to COUNTY four (4) full size sets and one (1) electronic copy of the Construction Documents. Provided the terms and conditions of the preceding sentence are satisfied, following the termination of this Master Agreement, CONTRACTOR and any of its design professionals shall be released and fully discharged from all liabilities and obligations hereunder accruing subsequent to the date of such termination provided, however, CONTRACTOR shall remain subject to and responsible for all obligations accruing prior to such termination. CONTRACTOR shall obtain the written commitment of its design professionals at the time of execution of this Master Agreement that each of them will agree to contract with COUNTY to complete any unfinished portion of their design services directly for COUNTY and/or negotiate in good faith with COUNTY for any additional services reasonably required to complete the Project under the same terms and for the same price or rate agreed to with CONTRACTOR in the event this Master Agreement is terminated.

- 5.6 If COUNTY and CONTRACTOR cannot reach an agreement for CONTRACTOR to proceed with Task 2: Construction, COUNTY shall pay CONTRACTOR 100% of all its subconsultant design professional fees as set forth in the Contract Amendment's Schedule of Values for Task 1: Design and Permitting and 100% of CONTRACTOR'S fees for its General Conditions as set forth in the Schedule of Values for Task 1: Design and Permitting.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES.

6.1 Task 1 - Design and Permitting.

- A. If an agreement is reached for CONTRACTOR to perform Task 1 - Design and Permitting, CONTRACTOR shall be responsible for the completion of the design and design related tasks including all permitting associated with the Project.
- B. Preliminary Evaluation.
CONTRACTOR shall provide preliminary evaluation of COUNTY's program and Project budget requirements, each in terms of the other.
- C. Consultation.
CONTRACTOR will schedule and attend regular meetings and will consult with COUNTY regarding site use and improvements and the selection of materials, construction systems and equipment.
- D. Extent of Responsibility.
CONTRACTOR shall be responsible for the complete engineering for the Project.

6.2 Task 2 - Construction.

- A. If an agreement is reached for CONTRACTOR to perform Task 2 - Construction, CONTRACTOR shall be responsible for the construction and completion of the Project.
- B. Subcontractors and Suppliers.
Should CONTRACTOR proceed with Task 2 - Construction, CONTRACTOR shall develop subcontractor interest in the Project by soliciting bids from qualified bidders for the Work and shall furnish COUNTY a list of Subcontractors and Suppliers who are to furnish labor, materials, supplies or equipment fabricated to a special design. The receipt of such list shall not require COUNTY to investigate the qualifications of proposed Subcontractors or Suppliers or manufacturers, nor shall it waive the right of COUNTY later to object to or reject any proposed Subcontractor, Supplier or manufacturer as it is acknowledged that such information is furnished by CONTRACTOR to COUNTY for informational purposes only.

6.3 Contract Sum.

- A. The Parties acknowledge that a separate Contract Sum will be negotiated for each of the Tasks, i.e., Task 1: Design and Permitting, and Task 2 - Construction,
- B. The Contract Sum for performing the Work under each Task constitutes the total compensation, subject to authorized adjustments, payable to CONTRACTOR for performing said Task. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at its expense without change in the Contract Sum. The Contract Sum may be modified only as provided herein.
- C. The following apply solely as to Task 2 - Construction.
 - 1) The Contract Sum shall include all costs to complete the Work, including CONTRACTOR'S overhead and profit but only those taxes or other

governmental charges which were enacted at the time Task 2 - Construction was added to this Master Agreement by Contract Amendment.

- 2) If prior to the execution of this Master Agreement, CONTRACTOR was authorized to undertake certain Construction by COUNTY related to the Work and the Project, the costs charged by CONTRACTOR to COUNTY for those services shall be included within the Contract Sum for Task 2 - Construction and, if this Master Agreement is terminated after the completion of Task 1 - Design and Permitting, CONTRACTOR shall be entitled to a Change Order increasing its Contract Sum for Task 1 - Design and Permitting to equitably compensate it for any such Construction authorized in writing by COUNTY.
- 3) The Contract Sum for Task 2 shall be subject to additions and deductions as provided in the Contract Documents on account of changes in the Work and the date of Substantial Completion shall likewise be subject to adjustment as provided in the Contract Documents.
- 4) Regarding Task 2, COUNTY may set aside an Allowance amount for intended work and such amount shall not be included within the Contract Sum. The utilization of an Allowance amount shall be authorized by COUNTY in writing and CONTRACTOR shall not be entitled to apply for payment for any portion of any Allowance amount not authorized by COUNTY.
- 5) Regarding Task 2, COUNTY may set aside a Contingency sum to fund unforeseen or unexpected conditions and such sum shall not be included within the Contract Sum. The utilization of the Contingency sum shall be authorized by COUNTY in writing and CONTRACTOR shall not be entitled to apply for payment for any portion of the Contingency sum not authorized by COUNTY.

6.4 Administration.

- A. Those portions of the Work that CONTRACTOR does not customarily perform with CONTRACTOR's own personnel shall be performed under subcontracts or by other appropriate agreements with CONTRACTOR. COUNTY may not object to CONTRACTOR obtaining bids from any qualified bidders. CONTRACTOR shall not be required to contract with anyone to whom CONTRACTOR has reasonable objection and CONTRACTOR shall not contract with anyone to whom COUNTY has reasonable objection.
- B. CONTRACTOR shall schedule and conduct meetings at which COUNTY, CONTRACTOR and appropriate Subcontractors and Suppliers can discuss the status of the Work. CONTRACTOR shall prepare and promptly distribute minutes of such meetings.
- C. CONTRACTOR shall provide monthly written reports to COUNTY and its designees on the progress of the Work. CONTRACTOR shall maintain a daily log

containing a record of weather, Subcontractors working on the site, the number of workers, the Work accomplished, problems encountered and other relevant data as COUNTY may reasonably require. The log shall be made available to COUNTY and its designees at any time and shall be attached to CONTRACTOR'S monthly report to COUNTY.

- D. CONTRACTOR shall develop a system of cost control accounting for the Work, including regular monitoring of actual costs for activities in progress and estimates for incomplete tasks and proposed changes.

6.5 Design Responsibilities.

- A. The standard of care for the professional services performed as part of Task 1 by CONTRACTOR and its Sub-Consultants pursuant to this Agreement shall be the care and skill ordinarily used by members of the same profession practicing under similar conditions at the same time and locality of the Project.
- B. If the requisite conditions are satisfied, the Parties acknowledge that Section 558.0035, Florida Statutes (2022), may apply.
- C. CONTRACTOR shall determine the general scope, extent and character of the Work. CONTRACTOR shall review design documents consisting of preliminary Drawings, Specifications and other documents provided by COUNTY to fix and describe the size, quality and character of the Work, its engineering, structural, mechanical and electrical systems and the materials and other elements of the Work. Upon receipt of COUNTY's Notice to Proceed on Task 1 - Design and Permitting, CONTRACTOR shall prepare final Drawings, plans, schedules, Specifications, technical criteria, written descriptions, design data, diagrams and all Construction Documents setting forth in detail the requirements for construction of the Work and CONTRACTOR shall submit the same to COUNTY for approval prior to commencing construction of the Work. Upon approval, the final design shall become part of the Contract Documents, and shall supersede the preliminary Drawings and Specifications and all other preliminary components of the design of the Project. All final design documents, plans, reports, studies and other data prepared by CONTRACTOR shall bear the endorsement and seal of a duly licensed Florida Licensed Professional Engineer.
- D. After COUNTY'S acceptance of the final design documents, the original set of CONTRACTOR'S Drawings and Specifications shall be provided to COUNTY along with six (6) working sets of full-size prints and Specifications. With the original set of Drawings and Specifications, CONTRACTOR shall submit a final set of design computations. The computations shall be bound in an 8 1/2" by 11" format and shall be signed and sealed by the appropriate licensed Florida Licensed Professional Engineers.
- E. Upon satisfactory performance and payment of Task 1, all plans, Specifications, detail Drawings and other Drawings prepared in connection with the Project are and shall remain the property of COUNTY and are not to be used by CONTRACTOR on any other Project and shall be relinquished to COUNTY at Final Completion and payment, provided, however, that CONTRACTOR may maintain

one record set of As-Built Drawings. In the event CONTRACTOR and COUNTY are not able to negotiate a Contract Sum for Task 2: Construction as set forth in Paragraph 5.4 above and this Master Agreement is terminated, CONTRACTOR shall immediately provide electronic copies, in a format acceptable to COUNTY, of all plans and Specifications, cost estimates and any other documents prepared as part of the Design and Permitting. Such plans and Specifications shall be provided to COUNTY with an authorization in a form and substance acceptable to COUNTY from CONTRACTOR'S design subconsultants authorizing COUNTY and its architects and engineers to use the plans and Specifications and related documents for the Project.

- F. All Design and Permitting shall be performed by CONTRACTOR in conformance with the Contract Documents and CONTRACTOR shall follow generally accepted standards during performance of its obligations hereunder. If the Parties disagree as to whether CONTRACTOR has satisfied that duty, the provisions of Article 16 herein entitled "Dispute Resolution," shall apply.
- G. The Design and Permitting shall be performed by certified architects, registered engineers and other design professionals who are duly licensed by the State of Florida and who hold current licenses under the laws of the State of Florida to practice engineering or render other professional design services; all such design professionals shall be selected and retained by CONTRACTOR but approved and accepted by COUNTY.

6.6 Liability for use of Work for Intended Purpose.

As an inducement for COUNTY to enter into this Master Agreement, CONTRACTOR has represented an expertise in procuring professional design services for public utility projects and the construction of public utility projects by qualified and licensed design professionals and construction contractors. In reliance upon those representations, COUNTY hired CONTRACTOR to provide professional design services and construction services. CONTRACTOR shall be liable for negligent design or Defective construction, whether patent or latent, and/or any negligence, strict liability or breach of other legal duty, but only to the extent such liability is caused by the negligence or breach hereof by CONTRACTOR and/or other persons directly or indirectly employed or utilized by CONTRACTOR.

6.7 Shop Drawings and Samples.

- A. CONTRACTOR shall prepare and submit submittals or shop Drawings required for permitting to the local building authority having jurisdiction and shall furnish a copy to COUNTY.
- B. CONTRACTOR shall prepare and maintain shop Drawings and submittals on the construction site and make them available for review by COUNTY or its inspectors.
- C. Review of shop Drawings by COUNTY shall be for general conformance with the design intent and shall not relieve CONTRACTOR of the responsibility for the accuracy of such Drawings, or for the proper fitting and construction of the Work, or for the furnishing of material or Work required by the Agreement and not indicated on the shop drawings.

- D. CONTRACTOR shall maintain and update shop Drawings and submittal logs and provide the logs to COUNTY with CONTRACTOR'S monthly progress reports.
- .8 Supervision and Superintendence.
CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying CONTRACTOR'S best skill, attention and expertise. CONTRACTOR shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures of construction. CONTRACTOR shall be responsible to ensure that the finished Work complies with the Contract Documents.
- 6.9 Project Management.
- A. During the progress of on-site construction, CONTRACTOR shall provide full time competent Project supervision and any necessary assistants who shall not be replaced without written notice to COUNTY unless the superintendent proves to be unsatisfactory to CONTRACTOR or ceases to be in his employ. The superintendent will be CONTRACTOR'S representative at the site for the purpose of receiving and transmitting information but he/she shall not have authority to modify any portion of this Master Agreement or the Work as defined herein.
- B. The day to day management of CONTRACTOR'S subcontractors and vendors, schedules and requests for payment shall be by a competent Project Manager to whom the superintendent shall report. The Project manager will conduct regularly scheduled Project meetings for the purpose of Project coordination and communication.
- C. The Work shall proceed on the days and during the time periods allowed by the Marion County Code and, in the event CONTRACTOR wishes to perform work on other days or at other times, CONTRACTOR shall provide COUNTY forty-eight (48) hours advance notice.
- 6.10 Labor.
- A. Construction services shall be performed by qualified construction contractors licensed to do business in the State of Florida and Suppliers who are selected and paid by CONTRACTOR.
- B. CONTRACTOR shall hire and pay for competent, suitably qualified personnel to perform the Work required by the Contract Documents. CONTRACTOR shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. CONTRACTOR shall at all times maintain good discipline and order at the site.
- 6.11 Materials.
- A. Unless otherwise specified herein, CONTRACTOR shall furnish, pay for and assume full responsibility for all materials, equipment, transportation, machinery, tools, appliances, water, heat, utilities and all other facilities and services necessary for the furnishing, performance, testing, start-up and proper completion of the Work.

- B. CONTRACTOR warrants that all materials and equipment shall be of good quality and new, unless otherwise provided in the Contract Documents, and that the Work will be free from defects, whether patent or latent in nature. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents.

6.12 Concerning Subcontractors, Suppliers, and Others.

- A. Prior to the commencement of each part of the Work hereunder, CONTRACTOR shall furnish to COUNTY in writing the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the relevant part of the Work. COUNTY shall advise CONTRACTOR, in writing within a reasonable time of any proposed person or entity to which COUNTY has a reasonable objection. CONTRACTOR shall not contract with a proposed person or entity to which COUNTY has made a reasonable and timely objection. If COUNTY has reasonable objection to a person or entity proposed by CONTRACTOR, CONTRACTOR shall propose another to whom COUNTY has no reasonable objection. CONTRACTOR shall not change a subcontractor, person or entity previously selected to perform a portion of the Work if COUNTY makes reasonable objection to such change except in cases where any such subcontractor, person or entity fails to honor its terms and conditions of their contracts with CONTRACTOR.
- B. CONTRACTOR shall be fully responsible to COUNTY for all acts and omissions of CONTRACTOR'S employees, Subcontractors, Suppliers and other persons directly or indirectly employed by its subcontractors, suppliers and of persons for whose acts any of them may be liable and any other persons and organizations performing or furnishing of the Work under a direct or indirect Contract with CONTRACTOR. Nothing in the Contract Documents shall create any contractual relationship between COUNTY and any such Subcontractor, Supplier or other person or organization performing any portion of the Work for CONTRACTOR, nor shall it create any obligations on the part of COUNTY to pay or ensure the payment of any moneys due any such Subcontractor, Supplier or other person or organization performing any portion of the Work for CONTRACTOR, except as may otherwise be required by laws and regulations.
- C. All Work performed for CONTRACTOR by a subcontractor shall be awarded by competitive bidding procedure in accordance with Florida law as well as the pertinent laws and regulations of GRANTOR and will be pursuant to an appropriate agreement between CONTRACTOR and the subcontractor which specifically binds the subcontractor to the applicable terms and conditions of the Contract Documents.
- D. CONTRACTOR shall obtain the written commitment of its subcontractors, subconsultants and design professionals that each of them will agree to contract with COUNTY to complete any unfinished portion of their design professional or construction services directly for COUNTY under the same terms and for the same price or rate agreed to with CONTRACTOR in the event this Master Agreement is terminated during the performance of any Task.

6.13 Patent Fees and Royalties.

CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others.

6.14 Permits.

CONTRACTOR shall obtain and pay for all permits and licenses for the Work. CONTRACTOR shall pay all governmental charges and inspection fees necessary with the exception that COUNTY shall pay its own municipal permit and inspection fees relating to the Work. No waiver is given with respect to any re-inspection fees or fees payable to any Board of Rules and Appeals. CONTRACTOR shall also pay for all re-inspection fees.

6.15 Laws and Regulations.

CONTRACTOR shall comply with and give all notices required by laws, ordinances, rules, regulations and lawful orders of public authorities having authority over the performance of the Work. COUNTY shall not be responsible for monitoring CONTRACTOR'S compliance with any laws and regulations. CONTRACTOR shall promptly notify COUNTY if the Contract Documents are observed by CONTRACTOR to be at variance therewith.

6.16 Risk of Loss; Title.

The risk of loss, injury or destruction shall be on CONTRACTOR until acceptance of the Work by COUNTY, except for goods and materials purchased for the Work by COUNTY for which COUNTY shall at all times bear all risk of loss. Title to the Work shall pass to COUNTY upon acceptance of the Work by COUNTY. Acceptance of the Work for Task 2 - Construction, shall occur at the time of Substantial Completion or Partial Utilization.

6.17 Taxes.

CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the laws and regulations of the State of Florida and its political subdivisions. CONTRACTOR is responsible for reviewing the pertinent State statutes involving such taxes and complying with all requirements.

6.18 Use of Premises.

- A. CONTRACTOR shall confine equipment, the storage of materials and equipment and the operations of workers to the Project site and areas identified in and permitted by the Contract Documents and shall not unreasonably encumber the premises with equipment or other materials. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against COUNTY by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly resolve the claim with such other Party by agreement or otherwise. The indemnification provided elsewhere in this Master Agreement specifically applies to claims arising out of CONTRACTOR'S use of the premises.
- B. During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. During the construction period on a weekly basis, CONTRACTOR shall

remove all waste materials, rubbish and debris from and about the Project area. At the completion of the Project, CONTRACTOR shall remove remaining waste materials, rubbish and debris premises as well as all tools, appliances, equipment and machinery, and surplus materials, and shall leave the site clean and in a condition that is acceptable in the sole reasonable discretion of COUNTY.

6.19 Access to Work.

CONTRACTOR shall provide COUNTY, COUNTY'S consultants, representatives, personnel, and independent testing laboratories and governmental agencies with jurisdictional interests with access to the Work at reasonable times for their observation, inspection and testing. CONTRACTOR shall provide them proper and safe conditions for such access and advise them of CONTRACTOR'S site safety procedures and programs so that they may comply therewith.

6.20 Safety and Protection.

- A. CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work to prevent damage, injury or loss to persons and property at the site or adjacent thereto.
- B. CONTRACTOR shall comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss.

6.21 Indemnification.

A. Task 1 - Design, pursuant to Section 725.08, Florida Statutes (2022).

Regarding Task 1 - Design, CONTRACTOR 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 CONTRACTOR and other persons employed or utilized by CONTRACTOR, in the performance of this Master Agreement, including but not limited to property damage, harm or personal injury, including death, to the extent allowed by Section 725.08, Florida Statutes (2022), and to the extent that the services rendered pursuant to this Master Agreement were services of a "Design Professional" as defined in Section 725.08(4), Florida Statutes (2022).

B. Task 2 - Construction.

Regarding Task 2 - Construction, 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 this Master 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 this Master Agreement.

- C. This Paragraph 6.21 shall not be construed in any way to alter COUNTY's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes (2022).
- D. CONTRACTOR expressly understands and agrees that any insurance protection required by this Master Agreement or otherwise provided by CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend COUNTY and its officers, board members, employees, agents, and instrumentalities.
- E. The indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for CONTRACTOR and/or any subcontractor or subconsultants under worker's compensation acts, disability benefit acts, or other employee benefit acts.
- F. In the event that any claims are brought or actions are filed against COUNTY with respect to the indemnity contained herein, CONTRACTOR agrees to defend against any such claims or actions regardless of whether such claims or actions are rightfully or wrongfully brought or filed. CONTRACTOR agrees that COUNTY may select the attorneys to appear and defend such claims or actions on behalf of COUNTY. CONTRACTOR further agrees to pay the reasonable attorneys' fees and costs incurred by those attorneys selected by COUNTY to appear and defend such claims or actions on behalf of COUNTY. COUNTY, at its sole option, shall have the sole authority for the direction of the defense, and shall be the sole judge of the acceptability of any compromise or settlement of any claims or actions against COUNTY.
- G. To the extent this indemnification clause does not comply with Chapter 725, Florida Statutes, as may be amended, this provision and all aspects of the Contract Documents shall hereby be interpreted consistent with the Parties' intention for the indemnification clause and Contract Documents to comply with Chapter 725, Florida Statutes (2022) as may be amended.

6.22 Patent and Copyright Indemnification.

CONTRACTOR agrees to indemnify, defend, save and hold harmless COUNTY, its officers, agents and employees, from all damages, liabilities, losses, claims, fines and fees, and from any and all suits and actions of every kind that may be brought against COUNTY, its officers, agents and employees, on account of any claim for the infringement or violation of any and all copyrights or patent rights claimed by any person, firm, or corporation, except (i) when a particular design process or product is specified by the COUNTY; or (ii) when such suit or claim for infringement of any patent rights arise from modifications to the Project by County after acceptance of the Project.

6.23 Survival of Obligations.

All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Master Agreement, including but not limited to those

specified in this Article 6, as well as all continuing obligations indicated in the Contract Documents, shall survive completion, final payment and acceptance of the Work.

6.24 Correction or Removal of Defective Work.

If required by COUNTY, CONTRACTOR shall promptly and as directed, either correct all Defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by COUNTY, remove it from the site and replace it with non-Defective Work. CONTRACTOR shall bear all direct costs of such correction or removal (including but not limited to fees and charges of engineers, architects and other construction professionals) made necessary thereby. Such correction or removal may be required as part of the performance under Article 9 herein entitled "Warranties, Tests and Inspections; Corrections of Defective Work."

ARTICLE 7 - COUNTY'S RESPONSIBILITIES.

- 7.1 COUNTY shall promptly furnish all data required of COUNTY under the Contract Documents so as not to delay or impede the progress of the Work.
- 7.2 Except for permits and fees which are the responsibility of CONTRACTOR, COUNTY shall secure and pay for necessary approvals, easements, assessments and charges required for the design, construction, use or occupancy of permanent structures or permanent changes in existing facilities.
- 7.3 COUNTY shall pay CONTRACTOR in strict accordance with this Master Agreement and Florida law. CONTRACTOR acknowledges that COUNTY's obligations and responsibilities for payment and non-payment under this Master Agreement, including, but not limited to, the accrual of interest thereon if any, are governed by Chapter 218, Part VII, Florida Statutes, Local Government Prompt Payment Act (2022).

ARTICLE 8 - BONDS AND INSURANCE.

8.1 Payment and Performance Bonds.

- A. Should the Parties agree upon Contract Sum and Contract Time for Task 2 - Construction, CONTRACTOR shall furnish Performance and Payment Bonds for the full Contract Sum as amended by Change Order as security for the faithful performance and payment of all CONTRACTOR's obligations under this Master Agreement. The Performance Bond shall remain in effect at least until one (1) year after the date of acceptance by COUNTY.
- B. If the surety on any Bond furnished by CONTRACTOR is declared a bankrupt or becomes insolvent or if its right to transact business is terminated in any State where any part of the Work is located, CONTRACTOR shall within seven (7) days after receipt of written request by COUNTY, substitute another Bond and Surety acceptable to COUNTY.
- C. Bonds issued shall be in compliance with Section 255.05, Florida Statutes (2022).

8.2 Insurance.

A. Maintain.

CONTRACTOR shall purchase and maintain the insurance required under this Article 8. Such insurance shall include the specific amounts coverage set out herein and be written for not less than the limits of liability and coverage provided herein or as required by Law, whichever are greater. Insurance shall be maintained continuously during the term of this Master Agreement up to the date of Final Completion, but CONTRACTOR's liabilities under this Master Agreement shall not be deemed limited in any way to the insurance coverage required. Further, CONTRACTOR shall require its subcontractors, subconsultants, successors, transferees, and assignees, if any, to maintain insurance coverage of such types and with such terms and limits as described herein. Compliance with the insurance provisions in this Master Agreement are a condition of all contracts related to this Master Agreement.

B. No Waiver.

Neither approval by COUNTY, nor failure to disapprove by COUNTY, the insurance furnished by CONTRACTOR, shall relieve CONTRACTOR of its full responsibility for the performance of any obligation, including CONTRACTOR's indemnification of COUNTY under this Master Agreement.

C. Insurance.

Until Project completion and all Work accepted by COUNTY, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to one half its annual aggregate. CONTRACTOR shall provide a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-. All policies must show the "Marion County, a political subdivision of the State of Florida" as an Additional Insured except for the workers compensation and professional liability policies. The Procurement Services Director should be shown as the Certificate Holder, and the Certificate should provide for thirty (30) day cancellation notice to Procurement Services Director's address, as set forth in Article 17 herein entitled "Notices, Computation of Time," with policies for the following:

- 1) General Liability Insurance, with combined single limits of not less than \$1,000,000, per occurrence shall be provided and maintained by CONTRACTOR. The only aggregate limit acceptable is a "project aggregate" and the Certificate must show an appropriate endorsement (ISO CG 2501 or equal);
- 2) Business Auto Liability Insurance shall be provided by CONTRACTOR with combined single limits of not less than \$1,000,000.00 per occurrence to include bodily injury and property damage liability arising out of operation, maintenance or use of any auto, including owned, all hired and non-owned automobiles;
- 3) Workers' Compensation shall be purchased and maintained by the bidder for statutory requirements 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. COUNTY need not be named as an Additional Insured, but a "subrogation waiver endorsement" is required.

- 4) Professional Design Liability Insurance (Errors and Omissions).
CONTRACTOR shall require each of its subconsultant design professionals to procure and to maintain Professional Design Liability Insurance (Errors and Omissions) in the minimum amount of \$1,000,000 per claim
 - a) It is recommended that the Professional Design Liability Insurance policy coverage extend for up to three (3) years beyond the conclusion of the Project.
- 5) Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance.
CONTRACTOR shall either require each of its Subcontractors to procure and to maintain Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type in the amounts specified herein for like insurance, or insure the activities of its Subcontractors in CONTRACTOR's own policy, in like amount.

8.3 Builder's Risk.

This insurance shall be provided and paid for by CONTRACTOR. The insurance shall be of the "all risks" type, shall be written in completed value form, and shall protect CONTRACTOR, COUNTY, and COUNTY'S designees against risks of damage to buildings, structures, and materials and equipment. The amount of such insurance shall be not less than the insurable value of the Work at completion. Builder's risk insurance shall provide for losses to be payable to CONTRACTOR, COUNTY, and any designee of COUNTY as their interests may appear. The policy shall contain a provision that in the event of payment for any loss under the coverage provided, the insurance company shall have no rights of recovery against CONTRACTOR, COUNTY or any designee of COUNTY. The Builder's Risk policy shall insure against all risks of direct physical loss or damage to property from any external cause including flood and earthquake.

8.4 COUNTY's Liability and Insurance.

COUNTY shall not be responsible for purchasing and maintaining any insurance to protect the interests of CONTRACTOR, its subcontractors or others regarding the Work. COUNTY specifically reserves all statutory and common law rights and immunities and nothing herein is intended to limit or waive the same including, but not limited to, the procedural and substantive provisions of Section 768.28, Florida Statutes (2022) and Section 95.11, Florida Statutes (2022).

ARTICLE 9 - WARRANTIES; TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK.

9.1 Warranty and Guarantee.

CONTRACTOR warrants and guarantees to COUNTY that all Work will be in accordance with the Contract Documents and will not be Defective. Prompt notice of defects known to COUNTY shall be given to CONTRACTOR. All Defective Work, whether or not in place, may be rejected, corrected, or accepted as provided in this Article.

9.2 Access to Work.

COUNTY, its designees, testing agencies and governmental agencies with jurisdictional interests shall have access to the Work at reasonable times for their observation,

inspections, and testing. CONTRACTOR shall provide proper and safe conditions for such access.

9.3 Tests and Inspections.

- A. CONTRACTOR shall give COUNTY and its designees timely notice of readiness of the Work for all required inspections, tests or approvals.
- B. If Laws or Regulations of any public body having jurisdiction other than COUNTY require any Work to specifically be inspected, tested or approved, CONTRACTOR shall pay all costs in connection therewith. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with COUNTY's or its designee's acceptance of a Supplier of materials or equipment proposed as a substitution or (or-equal) to be incorporated in the Work, or of materials or equipment submitted for review prior to CONTRACTOR'S purchase thereof for incorporation in the Work. The cost of all inspections, tests and approvals in addition to the above which are required by the Contract Documents shall be paid by COUNTY (unless otherwise specified).
- C. COUNTY will make, or have made such inspections and test as COUNTY deems necessary to see that the Work is being accomplished in accordance with the requirements of the Contract Documents. Unless otherwise specified, the cost of such inspection and testing will be borne by COUNTY. In the event such inspections or tests reveal non-compliance with the requirements of the Contract Documents, CONTRACTOR shall bear the cost of corrective measures deemed necessary by COUNTY, as well as the cost of subsequent re-inspection and retesting. Neither observations by COUNTY nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents.
- D. All inspections, tests or approvals other than those required by laws or regulations of any public body having jurisdiction shall be performed by organizations acceptable to COUNTY and CONTRACTOR.
- E. If any Work (including the Work of others) that is to be inspected, tested, or approved is covered without written concurrence of COUNTY, it must, if requested by COUNTY, be uncovered for observation. Such uncovering shall be at CONTRACTOR's expense unless CONTRACTOR has given COUNTY timely notice of CONTRACTOR's intention to perform such test or to cover the same and COUNTY has not acted with reasonable promptness in response to such notice.
- F. If any Work is covered contrary to the written request of COUNTY, it must, if requested by COUNTY, be uncovered for COUNTY'S observation and replaced at CONTRACTOR's expense.
- G. If COUNTY considers it necessary or advisable that covered Work be observed by COUNTY or inspected or tested by others, CONTRACTOR, at COUNTY'S request, shall uncover, expose or otherwise make available for observation, inspection, or testing as COUNTY may require, that portion of the Work in question, furnishing all necessary labor, material, and equipment. If it is found that

such Work is Defective, CONTRACTOR shall bear all direct and indirect costs and damages of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, including but not limited to fees and charges of engineers, architects, attorneys and other construction professionals. However, if such Work is not found to be Defective, CONTRACTOR shall be allowed an increase in the Contract Sum or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, and reconstruction; and, if the Parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefore as provided herein.

9.4 COUNTY May Stop the Work.

- A. If the Work is Defective, or CONTRACTOR fails to perform Work in such a way that the completed Work will conform to the Contract Documents, COUNTY may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of COUNTY to stop the Work shall not give rise to any duty on the part of COUNTY to exercise this right for the benefit of CONTRACTOR or any other Party.
- B. CONTRACTOR shall respond in writing to the issues giving rise to any stop-work order by COUNTY promptly and, in no event, later than five (5) calendar days from issuance of the stop-work order. Any work by CONTRACTOR to remove the basis for the stop-work order shall not entitle CONTRACTOR to compensation or additional time under Article 11 herein entitled "Changes in the Work" or Article 14 herein entitled "Termination of the Master Agreement."

9.5 One Year Correction Period.

- A. If within one (1) year after the date of acceptance by COUNTY or such longer period of time as may be prescribed by laws or regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be Defective, CONTRACTOR shall promptly, without cost to COUNTY and in accordance with COUNTY'S written notification, either correct such Defective Work, or, if it has been rejected by COUNTY, remove it from the site and replace it with non-Defective Work. If CONTRACTOR does not promptly comply with the such notification, or in an emergency where delay would cause serious risk of loss or damage, COUNTY may have the Defective Work corrected or the rejected Work removed and replaced, and all direct, and indirect costs and damages of such removal and replacement including but not limited to fees and charges of engineers, architects, attorneys and other construction professionals will be paid by CONTRACTOR.
- B. Where Defective Work (and damage to other Work resulting therefrom) has been corrected, removed or replaced, the correction period hereunder, with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed and accepted by COUNTY.
- C. Should COUNTY elect to Partially Utilize any portion of the Work before Substantial Completion of the Task 2 - Construction, the one (1) year correction

period and any warranty with respect to such Work will commence at such time as COUNTY begins to utilize the Work.

9.6 Acceptance of Defective Work.

If, instead of requiring correction or removal and replacement of Defective Work, COUNTY prefers to accept the Work, COUNTY may do so. CONTRACTOR shall bear all direct and indirect costs attributable to COUNTY'S evaluation of and determination to accept such Defective Work. If any such acceptance occurs prior to final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and COUNTY shall be entitled to an appropriate decrease in the Contract Sum.

ARTICLE 10 - CHANGES TO OR EXTENSIONS OF CONTRACT TIME.

10.1 General.

A. The Contract Time may only be changed by a Change Order. Any claim for an extension of the Contract Time shall be based on written notice delivered by CONTRACTOR to COUNTY promptly [but in no event later than thirty (30) days] after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within sixty (60) days after such occurrence (unless COUNTY allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by CONTRACTOR'S written statement that the adjustment claimed is the entire adjustment to which CONTRACTOR has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Time shall be determined initially by COUNTY and if COUNTY and CONTRACTOR cannot agree upon an appropriate extension of time, the claim shall be resolved in accordance with Article 16 herein entitled "Dispute Resolution." No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this Paragraph 10.1.

B. The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR provided that such time lost affects the critical path as shown on the CPM schedule if a claim is made therefore as provided in Paragraph 10.1. Such delays shall include: acts or neglect by the OWNER or others performing additional Work or by acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strikes, labor disputes, sabotage or material shortages or freight embargoes.

C. All time limits stated in the Contract Documents are of the essence of this Master Agreement.

10.2 Extensions of Time for Delay Due to Inclement Weather.

A. Contract Time may be extended by COUNTY because of delays in the completion of the Work due to unusually severe weather, provided that CONTRACTOR shall, within ten (10) days of the beginning of any such delay, notify COUNTY in writing of the cause of delay and request an extension of Contract Time. COUNTY will ascertain the facts and the extent of the delay and extend the Contract Time when, in its judgment, the findings of the fact justify such an extension.

- B. CONTRACTOR shall base its construction schedule upon the inclusion of twenty (20) calendar days of inclement weather during the Contract Time. CONTRACTOR shall be not be entitled to an extension of the Contract Time due to inclement weather until after the said number of days of inclement weather have occurred. However, no reduction in Contract Time will be made if said number of days of inclement weather is not reached.

ARTICLE 11 - CHANGES IN THE WORK.

11.1 General.

- A. Without invalidating this Master Agreement and without notice to any surety, COUNTY may at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by a written Field Order and/or a Change Order issued by COUNTY. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents.
- B. If COUNTY and CONTRACTOR are unable to agree as to the extent, if any, of an increase or decrease in the Contract Sum or an extension or shortening of the Contract Time that should be allowed as a result of a Field Order, a claim may be made therefore as provided in this Master Agreement.
- C. CONTRACTOR shall not be entitled to an increase in the Contract Sum nor an extension of the Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified or supplemented by Change Order, except in the case of an emergency and except in the case of uncovering Work as provided in Article 9 herein entitled "Warranties; Tests and Inspections; Correction of Defective Work."
- D. COUNTY and CONTRACTOR shall execute appropriate Change Orders covering:
- 1) Changes in the Work which are ordered by COUNTY;
 - 2) Changes required because of acceptance of Defective Work as provided in Article 9 herein entitled "Warranties; Tests and Inspections; Correction of Defective Work";
 - 3) Changes in the Contract Sum or Contract Time which are agreed to by the Parties; or
 - 4) Any other changes agreed to by the Parties.
 - 5) If notice of any change to a surety is required by the provisions of any Bond, the giving of any such notice will be CONTRACTOR's responsibility and the amount of each applicable Bond shall be adjusted accordingly.

11.2 Allowable Quantity Variations.

- A. In the event of an increase or decrease in bid item quantity of a unit price contract, the total amount of Work actually done or materials or equipment furnished shall be paid for according to the unit price established for such Work under the Contract Documents, wherever such unit price has been established; provided, that an adjustment in the Contract Sum may be made for changes which result in an increase or decrease in the quantity of any unit price bid item of the Work in excess

of twenty-five (25) percent.

- B. In the event a part of the Work is to be entirely eliminated and no lump sum or unit price is named in the Contract Documents to cover such eliminated Work, the price of the eliminated Work shall be agreed upon in writing by COUNTY and CONTRACTOR. If COUNTY and CONTRACTOR fail to agree upon the price of the eliminated Work, said price shall be determined in accordance with the provisions of Article 16 entitled "Dispute Resolution."

ARTICLE 12 - CHANGE IN CONTRACT SUM.

12.1 General.

- A. The Contract Sum constitutes the total compensation payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at its expense without change in the Contract Sum.
- B. The Contract Sum may only be changed by a Change Order. Any claim for an increase in the Contract Sum shall be based on written notice delivered by CONTRACTOR to COUNTY promptly [but in no event later than thirty (30) days] after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within sixty (60) days after such occurrence (unless COUNTY allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by CONTRACTOR's written statement that the amount claimed covers all known amounts (direct, indirect, and consequential) to which CONTRACTOR is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Sum shall be determined by COUNTY in accordance with the provisions of Article 16 herein entitled "Dispute Resolution," if COUNTY and CONTRACTOR cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Sum will be valid if not submitted in accordance with this Paragraph 12.1.
- C. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Sum shall be determined in one of the following ways:
 - 1) Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.
 - 2) By mutual acceptance of a lump sum, which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 12.4.
 - 3) On the basis of the Cost of Work (determined as provided in Paragraphs 12.2 and 12.3) plus a CONTRACTOR's fee for overhead and profit (determined as provided in Paragraph 12.4).

12.2 Cost of Work (Based on Time and Materials).

A. General.

The term "Cost of Work" means the sum of all costs necessarily incurred and paid by CONTRACTOR for labor, materials, supplies and equipment in the proper performance of any extra Work. Except as otherwise may be agreed to in writing.

by COUNTY, such costs shall be in amounts no higher than those prevailing in the locality of the Project. Whenever any extra Work is in progress, for which the definite price has not been agreed on in advance, CONTRACTOR shall each day, report to COUNTY the amount and cost of the labor and material used, and any other expense incurred in such extra Work on the preceding day and no claim for compensation for such extra Work will be allowed unless such report shall have been made.

B. Labor.

The cost of labor used in performing any extra Work by CONTRACTOR, a subcontractor or other forces will be the sum of the following:

- 1) The actual wages paid plus any employer payments to, or on behalf of workers for fringe benefits including health and welfare, pension, retirement, vacation, and similar purposes. The cost of labor may include the wages paid to foremen and superintendents for superintendence of the work.
- 2) All payments imposed by State and Federal laws including, but not limited to, workers compensation insurance unemployment, Medicare and social security payments.
- 3) The amount paid for subsistence and travel required by collective bargaining agreements or in accordance with the regular practice of the employer.
- 4) At the beginning of the extra Work and as later requested by COUNTY, CONTRACTOR shall furnish COUNTY proof of labor compensation rates being paid.

C. Materials.

The cost of materials used in performing any extra Work will be the cost to the purchaser, whether CONTRACTOR or Subcontractor from the Supplier thereof, except as the following are applicable:

- 1) Trade discounts available to the purchaser shall be credited to COUNTY notwithstanding the fact that such discounts may not have been taken by CONTRACTOR.
- 2) For materials secured by other than a direct purchase and direct billing to the purchaser, the cost shall be deemed to be the price paid to the actual Supplier as determined by COUNTY. Markup for brokerage except for actual costs incurred in the handling of such materials will not be allowed.
- 3) Payment for materials from sources owned wholly or in part by the purchaser shall not exceed the price paid by the purchaser for similar materials from said sources on extra Work items or the current wholesale price for such materials delivered to the Work site, whichever price is lower.
- 4) If in the opinion of COUNTY, the cost of material is excessive, or if CONTRACTOR does not furnish satisfactory evidence of the cost of such material, then the cost shall be deemed to be the lowest current wholesale price for the quantity concerned delivered to the Work site less trade discount. COUNTY reserves the right to furnish materials for the extra Work and no claim shall be made by CONTRACTOR for costs and profit on such materials.

D. Equipment.

For any extra Work, CONTRACTOR will be paid for the use of equipment as stated in the latest edition of the "Compilation of Rental Rates for Construction Equipment" by Associated Equipment Distributors. Such rental rate will be used to compute payments for equipment whether the equipment is under CONTRACTOR's control through direct ownership, leasing, renting, or another method of acquisition. The rental rate to be applied for use of each item of equipment shall be the rate resulting in the least total cost to COUNTY for the total period of use. CONTRACTOR may furnish cost data which might assist COUNTY in the establishment of the rental rate.

- 1) All equipment shall, in the opinion of COUNTY, be in good working condition and suitable for the purpose for which the equipment is to be used.
- 2) Before construction equipment is used on the extra Work, CONTRACTOR shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to COUNTY, in duplicate, a description of the equipment and its identifying number.
- 3) Unless otherwise specified, manufacturer's ratings and manufacturer-approved modifications shall be used to classify equipment for the determination of applicable rental rates. Equipment which has no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer.
- 4) Individual pieces of equipment or tools having a replacement value of \$100 or less, whether or not consumed by use, shall be considered to be small tools and no payment will be made therefore.
- 5) Rental time will not be allowed while equipment is inoperative due to breakdowns.

E. Equipment on the Work Site.

For any extra Work, the rental time to be paid for equipment on the Work site shall be the time the equipment is in productive operation on the extra Work being performed and, in addition, shall include the time required to move the equipment to the location of the extra Work and return it to the original location or to another location requiring no more time than that required to return it to its original location; except, that moving time will not be paid if the equipment is used on other than the extra Work, even though located at the site of the extra Work. Loading and transporting costs will be allowed, in lieu of moving time, when the equipment is moved by means other than its own power, except that no payment will be made for loading and transporting costs when the equipment is used at the site of the extra Work on other than the extra Work. The following shall be used in computing the rental time of equipment on the Work site.

- 1) When hourly rates are listed, any part of an hour less than 30 minutes of operation shall be considered to be 1/2-hour of operation, and any part of an hour in excess of 30 minutes will be considered one hour of operation.
- 2) When daily rates are listed, any part of a day less than 4 hours operation shall be considered to be 1/2-day of operation. When owner-operated equipment is used to perform extra Work to be paid for on a time and materials basis, CONTRACTOR will be paid for the equipment and

operator, as set forth in Paragraphs 12.2(E)(3) to 12.2(E)(5) inclusive which follow.

- 3) Payment for the equipment will be made in accordance with the provisions of this Paragraphs 12.2.
- 4) Payment for the cost of labor and subsistence or travel allowance will be made at the rates paid by CONTRACTOR to other workers operating similar equipment already on the Work site, or in the absence of such labor, established by collective bargaining agreements for the type of workmen and location of the extra Work, whether or not the operator is actually covered by such an agreement. A labor burden surcharge will be added to the cost of labor described herein in accordance with the provisions of Paragraph 12.2(B), which surcharge shall constitute full compensation for payments imposed by State and Federal laws and all other payments made to or on behalf of workers other than actual wages.
- 5) To the direct cost of equipment rental and labor, computed as provided herein, will be added the allowances for equipment rental and labor as provided in Paragraph 12.4.

12.3 Special Services.

A. For any extra Work, Special Work or services are defined as that Work characterized by extraordinary complexity, sophistication, or innovation or a combination of the foregoing attributes which are unique to the construction industry. The following may be considered by COUNTY in making estimates for payment for special services:

- 1) When COUNTY and CONTRACTOR, by agreement, determine that a special service or Work is required which cannot be performed by the forces of CONTRACTOR or those of any of its subcontractors, the special service or Work may be performed by an entity especially skilled in the Work to be performed. After validation of invoices and determination of market values by COUNTY, invoices for special services or Work based upon the current fair market value thereof may be accepted without complete itemization of labor, material and equipment rental costs.
- 2) When CONTRACTOR is required to perform Work necessitating special fabrication or machining process in a fabrication or a machine shop facility away from the job site, the charges for that portion of the Work performed at the off-site facility may, by agreement, be accepted as a special service and accordingly, the invoices for the Work may be accepted without detailed itemization.
- 3) All invoices for special services will be adjusted by deducting all trade discounts offered or available, whether the discounts were taken or not. In lieu of the allowances for overhead and profit specified in Paragraph 12.4, an allowance of five (5) percent will be added to invoices for special services.
- 4) All Work performed shall be subject to all of the provisions of the Contract Documents and CONTRACTOR's sureties shall be bound with reference thereto as under the original Agreement. Copies of all amendments to surety bonds or supplemental surety bonds shall be submitted to COUNTY for review prior to the performance of any Work hereunder.

12.4 CONTRACTOR's Overhead and Profit.

- A. For any extra Work ordered on the basis of time and materials, CONTRACTOR will be paid for the actual necessary Cost of the Work as set forth above, plus allowances for overhead and profit. For extra Work involving a combination of increases and decreases in the Work the actual necessary cost will be the arithmetic sum of the additive and deductive costs. The allowance for overhead and profit shall include full compensation for taxes, job site general conditions, excluding superintendence, home office expense, and all other items of expense or cost not included in the cost of labor, materials, or equipment provided for under Paragraphs 12.2 herein including extended job site overhead, except for superintendence, and home office overhead. The allowance for overhead and profit will be made in accordance with the following schedule:

<u>Actual Necessary Cost</u>	<u>Overhead and Profit Allowance</u>
Labor	fifteen (15) percent
Materials or equipment	fifteen (15) percent

- B. For any extra Work, CONTRACTOR will be entitled to charge and receive payment for its actual costs (without any overhead or profit), for any additional Bond or insurance premiums.
- C. It is understood that labor, materials, and equipment may be furnished by CONTRACTOR or by a subcontractor on behalf of CONTRACTOR. When all or any part of the Work is performed by a subcontractor, the allowance specified herein shall be applied to the actual labor, materials and equipment costs of the subcontractor along with the specified percentages for the subcontractor's overhead and profit, to which CONTRACTOR may add five (5) percent for CONTRACTOR'S overhead and profit. Regardless of the number of hierarchical tiers of subcontractors, the five (5) percent increase above the subcontractor's total cost which includes the allowances for overhead and profit specified herein may be applied one time only for each separate Work transaction.

12.5 Excluded Costs.

- A. The term "Cost of the Work", as associated with Construction, shall not include any of the following:
- 1) Payroll costs and other compensation of CONTRACTOR's officers, executives, principals (of partnership and sole proprietorships) general managers, engineers, architects, estimators, attorneys, auditors accountants, purchasing and contracting agents, expeditors, time keepers, clerks, and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR's principal or a branch office for general administration of the Work and not specifically covered by Paragraph 12.2.2 or 12.3 all of which are to be considered administrative costs covered by CONTRACTOR's allowance for overhead and profit;
 - 2) Expenses of CONTRACTOR's principal and branch offices other than CONTRACTOR's office at the site;

- 3) Any part of CONTRACTOR's capital expenses, including interest on CONTRACTOR's capital employed for the Work and charges against CONTRACTOR for delinquent payments; or
- 4) Costs due to the negligence of CONTRACTOR, any Subcontractor, or anyone directly employed by any of them or for whose acts any of them may be liable including, but not limited to, the correction of Defective work, disposal of materials or equipment wrongly supplied and making good any damage to property.

ARTICLE 13 - PAYMENTS TO CONTRACTOR AND COMPLETION OF WORK.

13.1 Schedule of Values (Lump Sum Price Breakdown).

A schedule of values or lump sum price breakdown prepared by CONTRACTOR and submitted and agreed to by COUNTY shall serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to COUNTY.

13.2 Unit Price Bid Schedule.

Progress payments on account of Unit Price Work will be based on the number of units completed.

13.3 Application for Progress Payment.

- A. Unless otherwise prescribed by law, on the 25th of each month, CONTRACTOR shall submit to COUNTY for review, an Application for Payment filled out and signed by CONTRACTOR covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
- B. The Application for Payment shall identify, as a subtotal, the amount of CONTRACTOR'S Work completed during the application period, plus the Value of Materials Stored at the Site which have not yet been incorporated in the Work, and less a deductive adjustment for materials installed which were not previously incorporated in the Work, but for which payment was allowed under the provisions for payment for Materials Stored at the Site, but not yet incorporated in the Work.
- C. The Net Payment Due to CONTRACTOR for Task 2 - Construction shall be the above-mentioned subtotal from which shall be deducted the amount of retainage of five percent (5%) which shall be reduced in accordance with the provisions of Section 255.078, Florida Statutes (2022), and the total amount of all previous payments made to CONTRACTOR. Should COUNTY elect to Partially Utilize any portion of the Work before Substantial Completion of the entire Work, CONTRACTOR shall be entitled to a reduction in retainage commensurate with the value of the Work, which COUNTY has elected to utilize.
- D. The Value of Materials Stored at the Site shall be based upon the value of all acceptable materials and equipment not incorporated in the Work, but delivered and suitably stored at the site or at another location agreed to in writing; provided, each such individual item has a value of more than \$5000 and will become a permanent part of the Work. The Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that

CONTRACTOR has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances (hereinafter referred to as "Liens"), and evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect COUNTY'S interest therein, all of which will be satisfactory to COUNTY.

- E. Salary/Wages. Pursuant to the Davis-Bacon Act, applications for Payment shall include invoices of sufficient detail for a proper pre-audit and post-audit to be performed. A list of all personnel involved, including all subcontractors, position classification, direct salary rates, and hours spent on the Project must be provided by CONTRACTOR to COUNTY.
- F. Overhead/Indirect/General and Administrative Costs. Any claim for multipliers (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If GRANTOR determines that multipliers charged by CONTRACTOR exceed the rates supported by audit, CONTRACTOR shall reimburse such funds to COUNTY within fifteen (15) days of written demand. Interest shall be charged on the excessive rate.
- G. Subcontractors. Requests for payment to subcontractors must be substantiated by copies of invoices with backup documentation. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (fringe benefits, overhead, indirect and/or general administrative rates) shall be supported by audit. If GRANTOR determines that any subcontractor exceeded the rates supported by audit, CONTRACTOR shall be required to reimburse COUNTY such funds within fifteen (15) days of written notification. Interest shall be charged on the excessive rate. Non-consumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, Florida Statutes (2022), and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. CONTRACTOR is responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. CONTRACTOR is responsible to ensure any subcontracts issued under this Master Agreement, if any, impose this requirement in writing, on its subcontractors.
 - 1) Fixed-price (vendor) subcontracts may be awarded solely on a competitive basis to consultants/contractors in performing the Work. Any invoice for work performed on the Project under a fixed price (vendor) subcontract shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (ex. Invitation to Bid, Request for Proposals, or similar competitive procurement document) resulting in the fixed price subcontract.
 - 2) If the procurement is subject to the Consultant's Competitive Negotiation Act under Section 287.055, Florida Statutes (2022), or the Brooks Act, CONTRACTOR must provide documentation clearly evidencing it has complied with the statutory or Federal requirements.

- H. Equipment. Equipment is defined as capital outlay costing \$5,000 or more. Any direct purchase of equipment is subject to GRANTOR specific approval and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Invoices and receipts are required to document purchases.
- I. Rental/Lease of Equipment. Requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- J. Miscellaneous. Claims for miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, must be itemized and include receipts or invoices. Note, the following costs are NOT allowed: cell phone usage; attorney's fees or court costs, civil or administrative penalties, or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- K. Land. Any need to acquire an interest or right to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and or obtaining record title ownership of real property through purchase) must first be approved by COUNTY in consultation with GRANTOR, as same may be ineligible for Grant funding. Should such a request be approved, same shall be supported by the following as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/ Documents, Deeds, easements, License Agreement or other legal instrument documenting acquired property interest and or rights.
- L. Any funds paid by COUNTY to CONTRACTOR in excess of the amount to which CONTRACTOR is entitled, must be refunded to COUNTY within ten (10) days of written demand.
- M. Status Reports. The Parties acknowledge that GRANTOR requires COUNTY to submit status reports on a quarterly basis. Accordingly, CONTRACTOR shall be required to submit similar reporting to COUNTY as same may be required by COUNTY's Utilities Director or the Program Manager.
- 13.4 CONTRACTOR's Warranty of Title.
CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated in the Work or not, will pass to COUNTY no later than the time of final payment free and clear of all Liens.
- 13.5 Review of Applications for Progress Payment.
A. COUNTY will, within seven (7) days after receipt of each Application for Payment, either indicate in writing a recommendation of payment, or return the Application to CONTRACTOR indicating in writing COUNTY'S reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application.

- B. COUNTY may refuse to make payment of the full amount requested because claims have been made against COUNTY, on account of CONTRACTOR's performance of the Work or Liens have been filed in connection with the Work or there are other items entitling COUNTY to a credit against the amount recommended, but COUNTY must give CONTRACTOR written notice within seven (7) days (with a copy to the engineer of record) stating the reasons for such action.

13.6 Partial Utilization.

- A. COUNTY shall have the right to utilize or place into service any item of equipment or other usable portion of the Work prior to completion of the Work. Whenever COUNTY plans to exercise said right, CONTRACTOR will be notified in writing by COUNTY, identifying the specific portion or portions of the Work to be so utilized or otherwise placed into service.
- B. It shall be understood by CONTRACTOR that until such written notification is issued, all responsibility for care and maintenance of all items or portions of the Work to be Partially Utilized shall be borne by CONTRACTOR. Upon issuance of written notice of Partial Utilization, COUNTY will accept responsibility for the protection and maintenance of all such items or portions of the Work described in the written notice and any warranty and the one-year correction period for such Work shall commence to run.
- C. CONTRACTOR shall retain full responsibility for satisfactory completion of the Work, regardless of whether a portion thereof has been Partially Utilized by COUNTY and CONTRACTOR's one (1) year correction period for Work other than that Partially Utilized shall commence only after the date of Substantial Completion for the Work.

13.7 Substantial Completion.

- A. Definition of "Substantial Completion."
"Substantial Completion" shall mean the stage in the progression of Task 2 - Construction, when Work is sufficiently complete, in accordance with this Master Agreement, that COUNTY can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose.
- B. Punch List.
When CONTRACTOR believes that the Work is substantially complete, CONTRACTOR shall submit to the Architect and/or Engineer a list of items to be completed or corrected ("Punch List Items").
- C. Certificate of Substantial Completion.
When the Architect and/or Engineer on the basis of an inspection determines that the Work is in fact substantially complete, it will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall state the responsibilities of COUNTY and CONTRACTOR for Project security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which CONTRACTOR shall complete the items listed therein.

D. Payment at Substantial Completion.

The Certificate of Substantial Completion shall be submitted to COUNTY and CONTRACTOR for their written acceptance of the responsibilities assigned to them in such certificate. Upon such acceptance, Substantial Completion of the Work and execution by both COUNTY and CONTRACTOR of the Certificate of Substantial Completion, COUNTY shall pay CONTRACTOR an amount sufficient to increase total payments to CONTRACTOR to one hundred percent (100%) of the Agreement Price less one hundred percent (150%) of the reasonable cost as determined by COUNTY and the Architect and/or Engineer for completing all incomplete Work, correcting and bring into conformance all defective and nonconforming Work, and handling all unsettled claims.

E. Contract Time and Liquidated Damages.

- 1) CONTRACTOR shall commence Work on Task 2 on the start date set forth in the Notice to Proceed (the "Start Date"). CONTRACTOR shall be issued the Notice to Proceed AFTER ALL CONTRACT DOCUMENTS ARE FILED AND RECORDED TO COUNTY'S SATISFACTION AND PERMITS ISSUED. CONTRACTOR shall achieve Substantial Completion of the Work no later than the number of calendar days specified in the Task 2 Contract Amendment as measured from the Start Date listed on the Notice to Proceed, when issued. The number of calendar days from the Start Date through the date set forth for Substantial Completion, shall constitute the Contract Time for Task 2.
- 2) No Work is permitted during any holiday, weekend day or outside the established County workday timeframe, unless approved by the COUNTY forty-eight (48) hours in advance. Failure to complete Work within the Contract Time will cause the charge of liquidated damages per calendar day of delay. At the Pre-Construction Conference, CONTRACTOR shall submit a schedule for performing the Work. The schedule shall be within the Contract Time allotted for this Project and shall include tentative dates of performance. Contract Time shall begin for each Phase, if applicable, from the Start Date.
- 3) Liquidated damages are hereby fixed and agreed upon between the Parties; recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by COUNTY, as a consequence of such delay and both Parties desiring to obviate any question of dispute concerning the amount of said damages and the cost and effect of the failure of CONTRACTOR achieve Substantial Completion of Task 2 as specified in this Master Agreement. COUNTY shall have the right to deduct from and retain out of monies which may be then due or which may become due and payable to CONTRACTOR, the amount of such liquidated damages and if the amount retained by COUNTY is insufficient to pay in full such liquidated damages, CONTRACTOR shall pay in full such liquidated damages.
- 4) Beginning on the first calendar day after scheduled Substantial Completion of Task 2 - Construction, liquidated damages shall accrue at the rate agreed upon by both Parties. When COUNTY reasonably believes that Substantial Completion will be inexcusably delayed, COUNTY shall be

entitled, but not required, to withhold from any amounts otherwise due CONTRACTOR an amount then believed by COUNTY to be adequate to recover liquidated damages applicable to such delays. If and when CONTRACTOR overcomes the delay in achieving Substantial Completion, or any part thereof, for which COUNTY has withheld payment, COUNTY shall promptly release to CONTRACTOR those funds withheld, but no longer applicable, as liquidated damages.

13.8 Final Completion.

A. Definition of "Final Completion."

Final Completion is defined as having all Work completed, all Punch List Items corrected, final inspection completed and accepted by COUNTY. CONTRACTOR shall achieve Final Completion no later than the number of calendar days specified from the Start Date listed on the Notice to Proceed, when issued.

B. Certificate for Payment.

When all of the Work is finally complete and CONTRACTOR is ready for a final inspection, CONTRACTOR shall notify COUNTY and the Architect and/or Engineer thereof in writing. Thereupon, the Architect and/or Engineer will make final inspection of the Work and, if the Work is acceptable under the Contract Documents and this Master Agreement has been fully performed, the Architect and/or Engineer will promptly issue a final Certificate for Payment certifying to COUNTY that the Project is complete and CONTRACTOR is entitled to the remainder of the unpaid Agreement Price (including retainage, if any), less any amount withheld pursuant to this Master Agreement. If the Architect and/or Engineer is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, CONTRACTOR shall bear the cost of such repeat final inspection(s) which cost may be deducted by COUNTY from CONTRACTOR's final payment.

C. Contract Time and Liquidated Damages.

- 1) CONTRACTOR or CONTRACTOR's surety, if any, shall pay COUNTY liquidated damages; the sum as agreed upon by both Parties, per day for each and every calendar day of unexcused delay in achieving Final Completion beyond the date set forth herein for Final Completion of the Work. Any sums due and payable hereunder by CONTRACTOR shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by COUNTY.
- 2) When COUNTY reasonably believes that Final Completion will be inexcusably delayed, COUNTY shall be entitled, but not required, to withhold from any amounts otherwise due CONTRACTOR, an amount then believed by COUNTY to be adequate to recover liquidated damages applicable to such delays, if any. When CONTRACTOR overcomes the delay in achieving Final Completion, or any part thereof, for which COUNTY has withheld payment, COUNTY shall promptly release to CONTRACTOR those funds withheld, but no longer applicable, as liquidated damages.

D. Final Payment.

CONTRACTOR shall not be entitled to final payment until this Master Agreement is closed out requiring completion by CONTRACTOR and acceptance by COUNTY of the Work and all corrected Punch List Items; Final Inspection completed; and COUNTY's receipt of the following: CONTRACTOR's final Application for Payment requesting release of retainage (if any); CONTRACTOR's affidavit affirming that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which COUNTY, or COUNTY's property might be responsible, have been fully paid or otherwise satisfied; Waivers of Right to Claim Against the Payment Bond (Final Payment) from all subcontractors, as defined in Section 713.01, Florida Statutes (2022), who performed Work on the Project; As-Built Survey; and, as applicable, all OEM Manuals; spare parts; all video of area worked on; all FDEP Clearance for Water and/or Sewer; all testing documents/reports received for any and all ROW Inspections completed and accepted; and, all testing of machinery warranty letters/affidavits.

13.9 Contractor's Continuing Obligation.

CONTRACTOR's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by COUNTY, nor the issuance of a Certificate of Substantial Completion or final Certificate for Payment, nor any payment by COUNTY to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by COUNTY, nor any act of acceptance by COUNTY nor any failure to do so, nor any review of a Shop Drawing or sample submittal, will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR's obligation to perform the Work in accordance with the Contract Documents.

13.10 Final Payment Terminates Liability of Owner.

Final payment is defined as the last progress payment made to CONTRACTOR for earned funds, less deductions. The acceptance by CONTRACTOR of the final payment shall be a release of COUNTY and its agents from all claims of liability to CONTRACTOR for anything done or furnished for, or relating to, the Work or for any act or neglect of COUNTY or of any person relating to or affecting the Work hired by COUNTY, except for demands against COUNTY for the remainder, if any, of the amounts kept or retained under this Article 13; and except for pending, unresolved claims filed prior to the date of the Certificate of Substantial Completion or final Certificate for Payment.

ARTICLE 14 - TERMINATION OF THE MASTER AGREEMENT.

14.1 Suspension of Work by COUNTY.

COUNTY may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety (90) days by notice in writing to CONTRACTOR. CONTRACTOR shall resume the Work on receipt from COUNTY of a notice of resumption of Work. CONTRACTOR shall be allowed an increase in the Contract Sum or an extension of the Contract Time, or both, directly attributable to any suspension if CONTRACTOR makes an approved claim therefore.

14.2 Breach of Exhibit "B."

A breach of the ARPA Contract Clauses may be grounds for termination of the Master Agreement and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

14.3 2 C.F.R. § 200.340.

The Master Agreement may be terminated in whole or in part pursuant to 2 C.F.R. § 200.340.

14.4 Termination for Convenience (General Provisions).

A. COUNTY may terminate this Master Agreement, in whole or in part, at any time by written notice to CONTRACTOR when it is in COUNTY's best interest, as determined by COUNTY in its sole discretion. CONTRACTOR shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. CONTRACTOR shall promptly submit its termination claim to COUNTY. If CONTRACTOR has any property in its possession belonging to COUNTY, CONTRACTOR will account for the same, and dispose or return of it in the manner COUNTY directs.

B. If the Master Agreement elsewhere has one or more termination for convenience provisions in addition to this section, then COUNTY may select the termination for convenience provision for the termination that COUNTY deems most advantageous to COUNTY.

14.5 Termination for Default [Breach or Cause] (General Provision).

A. If CONTRACTOR does not deliver supplies in accordance with the delivery schedule, CONTRACTOR fails to perform in the manner called for in the Master Agreement, or CONTRACTOR fails to comply with any other provision of the Master Agreement, COUNTY may terminate this Master Agreement for default. COUNTY shall terminate by delivering to CONTRACTOR a Notice of Termination specifying the nature of the default. CONTRACTOR will only be paid for the Master Agreement's price for supplies delivered and accepted.

B. If it is later determined by COUNTY that CONTRACTOR had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of CONTRACTOR, COUNTY, after setting up a new delivery of performance schedule, may allow CONTRACTOR to continue work, or treat the termination as a Termination for Convenience.

C. If the Master Agreement elsewhere has one or more termination for default/breach/cause provisions in addition to this section, then COUNTY may select the termination provision for the termination that COUNTY deems most advantageous to COUNTY.

14.6 Opportunity to Cure (General Provision).

A. In the case of a termination for breach or default, COUNTY, in its sole discretion, may allow CONTRACTOR two (2) weeks in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions.

- B. If CONTRACTOR fails to remedy to COUNTY's satisfaction the breach or default of any of the terms, covenants, or conditions of this Master Agreement within ten (10) business days after receipt by CONTRACTOR of written notice from COUNTY setting forth the nature of said breach or default, COUNTY shall have the right to terminate the Master Agreement without any further obligation to CONTRACTOR. Any such termination for default shall not in any way operate to preclude COUNTY from also pursuing all available remedies against CONTRACTOR and its sureties for said breach or default.
- 14.7 Waiver of Remedies for any Breach.
In the event that COUNTY elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this Master Agreement, such waiver by COUNTY shall not limit COUNTY's remedies for any succeeding breach of that or of any other covenant, term, or condition of this Master Agreement.
- 14.8 Termination for Convenience (Professional Services).
COUNTY, by written notice, may terminate this Master Agreement, in whole or in part, when it is in COUNTY's interest, as determined by COUNTY in its sole discretion. If this Master Agreement is terminated, COUNTY shall be liable only for payment under the payment provisions of this Master Agreement for services rendered before the effective date of termination.
- 14.9 Termination for Default (Supplies and Service).
A. If CONTRACTOR fails to deliver supplies or to perform the services within the time specified in this Master Agreement or any extension, or if CONTRACTOR fails to comply with any other provisions of this Master Agreement, COUNTY may terminate this Master Agreement for default. COUNTY shall terminate by delivering to CONTRACTOR a Notice of Termination specifying the nature of the default. CONTRACTOR will only be paid the contracted price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this Master Agreement.
B. If, after termination for failure to fulfill contract obligations, it is determined that CONTRACTOR was not in default, the rights and obligations of the Parties shall be the same as if the termination had been issued for the convenience of COUNTY.
- 14.10 Termination for Default (Transportation Services).
A. If CONTRACTOR fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this Master Agreement or any extension, or if CONTRACTOR fails to comply with any other provisions of this Master Agreement, COUNTY may terminate this Master Agreement for default. COUNTY shall terminate by delivering to CONTRACTOR a Notice of Termination specifying the nature of default. CONTRACTOR will only be paid the contracted price for services performed in accordance with the manner of performance set forth in this Master Agreement.
B. If this Master Agreement is terminated while CONTRACTOR has possession of COUNTY's goods, CONTRACTOR shall, upon direction of COUNTY, protect and

preserve the goods until surrendered to COUNTY or its agent. CONTRACTOR and COUNTY shall agree on payment for the preservation and protection of goods.

- C. Failure to agree on an amount will be resolved under Paragraph 15.5 entitled "Disputes."
- D. If, after termination for failure to fulfill contract obligations, it is determined that CONTRACTOR was not in default, the rights and obligations of the Parties shall be the same as if the termination had been issued for the convenience of COUNTY.

14.11 Termination for Default (Construction).

- A. If CONTRACTOR refuses or fails to prosecute the Work or any separable part, with the diligence that will ensure its completion within the time specified in this Master Agreement or any extension or fails to complete the work within this time, or if CONTRACTOR fails to comply with any other provision of this Master Agreement, COUNTY may terminate this Master Agreement for default. COUNTY shall terminate by delivering to CONTRACTOR a Notice of Termination specifying the nature of the default. In this event, COUNTY may take over the Work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the Work site necessary for completing the Work. CONTRACTOR and its sureties shall be liable for any damage to COUNTY resulting from CONTRACTOR's refusal or failure to complete the Work within specified time, whether or not CONTRACTOR's right to proceed with the Work is terminated. This liability includes any increased costs incurred by COUNTY in completing the Work.
- B. CONTRACTOR's right to proceed shall not be terminated nor shall CONTRACTOR be charged with damages under this clause if:
 - 1) The delay in completing the Work arises from unforeseeable causes beyond the control and without the fault or negligence of CONTRACTOR. Examples of such causes include acts of God, acts of COUNTY, acts of another contractor in the performance of a contract with COUNTY, strikes, and freight embargoes. COUNTY and CONTRACTOR do not anticipate the COVID-19 public health emergency will make it impossible or impracticable for CONTRACTOR to perform the Master Agreement.
 - 2) CONTRACTOR, within ten (10) days from the beginning of any delay, notifies COUNTY in writing of the causes of delay. If, in the judgment of COUNTY, the delay is excusable, the time for completing the Work shall be extended. The judgment of COUNTY shall be final and conclusive for the Parties, but subject to appeal under Paragraph 15.5 entitled "Disputes."
 - 3) If, after termination of CONTRACTOR's right to proceed, it is determined that CONTRACTOR's right to proceed, it is determined that CONTRACTOR was not in default, or that the delay was excusable, the rights and obligations of the Parties will be the same as if the termination had been issued for the convenience of COUNTY.

14.12 Termination for Convenience or Default (Architect and Engineering).

- A. COUNTY may terminate this Master Agreement in whole or in part, for COUNTY's convenience or because of the failure of CONTRACTOR to fulfill the contract obligations. COUNTY shall terminate by delivering to CONTRACTOR a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, CONTRACTOR shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to COUNTY's designated Procurement professional all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Master Agreement, whether completed or in process. COUNTY has a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, all such data, drawings, specifications, reports, estimates, summaries, and other information and materials.
- B. If the termination is for the convenience of COUNTY, COUNTY's designated Procurement professional shall make an equitable adjustment in the Master Agreement Sum but shall allow no anticipated profit on unperformed services.
- C. If the termination is for failure of CONTRACTOR to fulfill the contract obligations, COUNTY may complete the Work by contract or otherwise and CONTRACTOR shall be liable for any additional cost incurred by COUNTY.
- D. If, after termination for failure to fulfill contract obligations, it is determined that CONTRACTOR was not in default, the rights and obligations of the Parties shall be the same as if the termination had been issued for the convenience of COUNTY.

ARTICLE 15 - VIOLATION AND BREACH OF THE AGREEMENT.

15.1 Clauses Flow Down.

The Parties acknowledge that for any contract in excess of the Simplified Acquisition Threshold (currently set at \$250,000) the contract shall contain administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate. The Parties specifically agree that the provisions of this Article 15 flow down to all third-party contractors and their contracts at every tier.

15.2 Rights and Remedies of COUNTY.

COUNTY shall have the following rights in the event that COUNTY deems CONTRACTOR guilty of a breach of any term under the Master Agreement.

- 1) The right to take over and complete the Work or any part thereof as agency for and at the expense of CONTRACTOR, either directly or through other contractors;
- 2) The right to cancel this Master Agreement as to any or all of the work yet to be performed;
- 3) The right to specific performance, an injunction or any other appropriate equitable remedy;
- 4) The right to money damages; and
- 5) Any other remedy in law or equity.

15.3 Rights and Remedies of CONTRACTOR.

Inasmuch as CONTRACTOR can be adequately compensated by money damages for any breach of this Master Agreement, which may be committed by COUNTY, CONTRACTOR expressly agrees that no default, act or omission of COUNTY shall constitute a material breach of this Master Agreement, entitling CONTRACTOR to cancel or rescind the Master Agreement, unless COUNTY directs CONTRACTOR to do so, or to suspend or abandon performance.

15.4 Remedies.

Unless this Master Agreement provides otherwise, all claims, counterclaims, disputes and other matters in question between COUNTY and CONTRACTOR arising out of or relating to this Master Agreement or its breach will be decided by arbitration if the Parties mutually agree, or in a court of competent jurisdiction within Marion County, Florida.

15.5 Disputes.

Disputes arising in the performance of this Master Agreement that are not resolved by agreement of the Parties shall be decided in writing by the authorized representative of COUNTY's Project Manager. This decision shall be final and conclusive unless within ten (10) business days from the date of receipt of its copy, CONTRACTOR mails or otherwise furnishes a written appeal delivered to COUNTY's Procurement Services Department. In connection with any such appeal, CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Procurement Manager shall be binding upon CONTRACTOR and CONTRACTOR shall abide by the decision.

15.6 Performance during Dispute.

Unless otherwise directed by COUNTY, CONTRACTOR shall continue performance under this Master Agreement while matters in dispute are being resolved.

15.7 Claims for Damages.

Should either Party to the Master Agreement suffer injury or damage to person or property because of any act or omission of the other Party or any of its employees, agents or others for whose acts it is legally liable, a claim for damages, therefore shall be made in writing to such other Party within a reasonable time after the first observance of such injury or damage.

15.8 Rights and Remedies.

The duties and obligations imposed by the Master Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by COUNTY or CONTRACTOR shall constitute a waiver of any right or duty afforded any of them under the Master Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

15.9 Remedial Actions.

In the event of CONTRACTOR's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a

subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

15.10 Notification of Termination (2 C.F.R. 200.340).

In accordance with 2 C.F.R. 200.340, in the event that this Agreement is terminated prior to the end of the period of performance due to the CONTRACTOR's, subconsultant's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). GRANTOR will notify CONTRACTOR of the termination and the Federal requirement to report the termination in FAPIIS. See 2 C.F.R. 200.340 for the requirements of the notice and the CONTRACTOR's rights upon termination and following termination.

ARTICLE 16 - DISPUTE RESOLUTION.

16.1 Scope of Dispute Review.

Any controversy or claim arising out of or relating to this Master Agreement or any breach of it shall be subject to the dispute resolution procedures set forth below. Unless otherwise agreed in writing, the Parties shall continue and proceed diligently to complete portions of the Work or Project not affected by the claim(s) during dispute resolution proceedings.

16.2 Time of Claim.

Claims must be brought pursuant to the terms of this Master Agreement and within the applicable statute of limitations. Failure to bring the claim or commence an action within the required time shall constitute a waiver of the Party's right to assert the claim. Any notice of claim shall provide reasonably sufficient detail of the nature of the claim and the basis for the assertion of the claim.

16.3 Mediator.

The Parties agree that any dispute or claim arising out of or relating to performance of this Master Agreement shall be submitted to a mediator mutually agreeable to all Parties for nonbinding mediation. Such mediation shall be a strict condition precedent to the right of any Party hereto to commence any action in any court. The statute of limitations shall be tolled during the mediation process.

16.4 Selection of Mediator, Mediation.

The mediator shall be selected by the Parties within twenty (20) days following the date that a Party requests that the selection process commence. The mediation hearing shall be held at a location mutually approved by the Parties within Marion County, Florida. Unless the Parties otherwise agree in writing, any mediation must be commenced on or before the thirtieth (30th) calendar day after the mediator is selected. Each Party agrees that it will designate a representative, having authority to bind that Party, who will attend all mediation hearings. Both Parties shall endeavor, in good faith, to reach a resolution of the claim during the mediation. The mediator shall submit a sworn affidavit to both Parties

indicating that the mediator has no past or present affiliation with either CONTRACTOR or COUNTY.

16.5 Production of Documents/Exchange of Information.

If the Parties cannot agree on the production of documents or exchange of other information (including rules relating thereto), necessary to facilitate a successful mediation, then the mediator shall make a determination as to the scope and nature of the exchange at the initial hearing or at such later time as a Party may request, but in no event later than fifteen (15) days before the mediation.

16.6 Proceeding Costs and Fees.

All Parties participating in the mediation shall be responsible for their own costs, expenses and attorney fees necessary to pursue or defend against claim(s) raised under these provisions; however, the Parties shall equally share the costs of any meeting or hearing place and the fees of the mediator.

16.7 Enforceability and Form of Agreement.

Any agreement reached at the mediation is not binding on any Party participating in the mediation unless and until the Parties agree to it in writing.

16.8 Litigation.

If informal settlement discussions are unsuccessful, and the Parties cannot reach an agreement through mediation with respect to a claim or dispute, the Parties agree that thereafter the dispute or claim shall be resolved by litigation.

16.9 Attorneys' Fees and Costs.

Should any type of claim be made or action be commenced with respect to this Master Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys' fees, appellate attorneys' fees, expert fees, paralegal fees and all reasonable costs incurred of any type whatsoever, whether taxable at law or not, in any way related to or arising from any such claim or action. The prevailing Party shall be the Party who receives a net positive recovery, award or judgment after the adjudication of all claims and compulsory counterclaims arising from the transaction or occurrence at issue as the same are defined by the Florida Rules of Civil Procedure. If the claim is decided by an administrative or governmental body, the prevailing Party shall be that Party who procures an action or finding in its favor pursuant to its complaint or defense. If the claim or action is for declaratory relief, the prevailing Party shall be that Party who receives a favorable interpretation or the interpretation requested of the matter submitted to the court, panel or other tribunal. The Parties further agree that exclusive jurisdiction for any action in any way pertaining to or arising from this Master Agreement shall lie in the State Circuit, County, or Federal Courts in and for Marion County, Florida. In the event of suit by COUNTY against CONTRACTOR and/or its surety, or suit by CONTRACTOR and/or its surety against COUNTY the venue of such suit shall be in Marion County, Florida, and the Parties hereby waive for themselves and those with whom they deal on behalf of this Master Agreement whatever other rights either of them may have in the selection of venue. COUNTY and CONTRACTOR further agree to knowingly, voluntarily and without any undue influence whatsoever waive any right or entitlement to trial by jury and IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT ANY ACTION ARISING FROM ANY DISPUTE HEREUNDER SHALL BE TRIED WITHOUT A JURY.

16.10. Survival.

All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Master Agreement, including but not limited to those specified in this Article 16, as well as all continuing obligations indicated in the Contract Documents, shall survive completion, final payment and acceptance of the Work.

ARTICLE 17 - NOTICE, COMPUTATION OF TIME.

17.1 Giving Notice.

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 CONTRACTOR. Both 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:

TO CONTRACTOR:

QUALITY ENTERPRISES USA, INC.
3494 Shearwater St.
Naples, FL 34117
Tele: 239-435-7200
Lou Gaudio (lgaudio@qeusa.com)

TO MARION COUNTY:

ATTN: Utility Director
Jody Kirkman
11800 SE U.S. Highway 441
Bellevue, FL 34420
Tele: (352) 307-6000
Jody.Kirkman@MarionFL.org

With A Copy to:

Procurement Director and
2631 SE Third St.
Ocala, FL 34471
Tele: (352) 671-8444
Susan.Olsen@MarionFL.org

County Administrator
601 SE 25th Ave.
Ocala, FL 34471
Tele: (352) 438-2300
CountyAdministrator@MarionFL.org

Alternatively, the Parties may elect to receive said notices solely 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: lgaudio@qeusa.com and mcohen@qeusa.com. Designation signifies CONTRACTOR's election to accept notices solely by e-mail.

17.2 Computation of Time.

When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation. A calendar day of twenty-four (24) hours measured from midnight to the next midnight shall constitute a day.

ARTICLE 18 - MISCELLANEOUS.

18.1 On-Going Compliance.

The Parties acknowledge that this Master 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 this Master Agreement is intended to reflect and require the Parties' compliance with all laws at all times. The Parties expressly and specifically agree to perform this Master Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

18.2 Not a Limit.

The duties and obligations imposed by the Contract Documents and the rights and remedies available to the Parties hereto, and, in particular but without limitation, the warranties, guaranties and obligations imposed upon CONTRACTOR and all of the rights and remedies available to COUNTY hereunder, are in addition to, and are not to be construed in any way as a limitation of any rights and remedies available to any or all of them which are otherwise imposed or available by laws or regulations, and the provisions of this Paragraph will be as effective as if repeated specifically in the Contract Documents, and the provisions of this Paragraph will survive final payment and termination or completion of this Master Agreement.

18.3 Assignment.

CONTRACTOR shall not assign or transfer this Master Agreement or its rights, title or interests herein without COUNTY'S prior written approval. The entirety obligations undertaken by CONTRACTOR pursuant to this Master Agreement shall not be delegated or assigned to any other person or firm unless COUNTY shall first consent in writing to the assignment. Violation of the terms of this Paragraph shall constitute a breach of contract by CONTRACTOR and COUNTY may, at its discretion, terminate this Master Agreement and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.

18.4 Independent Contractors.

CONTRACTOR and its employees, independent contractors, subcontractors, suppliers, volunteers and agents shall be and remain an independent contractors and not agents or employees of COUNTY with respect to all of the acts and services performed by and under the terms of this Master Agreement. This Agreement shall not in any way be construed to

create a partnership, association or any other kind of joint undertaking or venture between the Parties hereto.

18.5 Cumulative Remedies.

The remedies expressly provided in this Master Agreement to COUNTY shall not be deemed to be exclusive but shall be cumulative and in addition to all other remedies in favor of COUNTY now or hereafter existing at law or in equity.

18.6 Severability.

Should any part, term or provision of this Master Agreement be deemed by a court to be invalid, illegal or in conflict with any law of the State, the validity of the remaining portions and provisions shall not be affected thereby.

18.7 Force Majeure.

A. No Party shall be liable for any default or delay in the performance of its obligations under this Master Agreement due to an act of God or other event to the extent that:

- 1) The non-performing Party is without fault in causing such default or delay;
- 2) Such default or delay could not have been prevented by reasonable precautions; and
- 3) Such default or delay could not have been reasonably circumvented by the non-performing Party through the use of alternate sources, work-around plans or other means.

B. Force majeure causes include, but are not limited to: act of civil or military authority (including but not limited to courts or administrative agencies); acts of God; war; terrorist attacks; riot; insurrection; inability of COUNTY to secure approval, validation or sale of bonds; inability of COUNTY or the CONTRACTOR to obtain any required permits, licenses or zoning; blockades; embargoes; sabotage; epidemics; fires; hurricanes, tornados, floods; or strikes. In the event of any delay resulting from such causes, the time for performance of each of the Parties hereunder (including the payment of monies if such event actually prevents payment) shall be extended for a period of time reasonably necessary to overcome the effect of such delay, except as provided for elsewhere in the Contract Documents. In the event of any delay or nonperformance resulting from such causes, the Party affected shall promptly notify the other in writing of the nature, cause, date of commencement and the anticipated impact of such delay or nonperformance. Such written notice, including Change Orders, shall indicate the extent, if any, to which it is anticipated that any delivery or completion dates will be thereby affected.

18.8 Harmony.

CONTRACTOR is advised and hereby agrees that it will exert every reasonable and diligent effort to assure that all labor employed by CONTRACTOR and its Subcontractors for work on the Project shall work in harmony with and be compatible with all other labor being used by building and construction contractors now or hereafter on the site of the Project. CONTRACTOR further agrees that this provision will be included in all subcontracts of the Subcontractors as well as CONTRACTOR's own contract; provided, however, that this provision shall not be interpreted or enforced so as to deny or abridge, on account of membership or non-membership in any labor union or labor organization,

the right of any person to work as guaranteed by Article 1, Section 6 of the Florida Constitution.

ARTICLE 19 - ADDITIONAL TERMS AND CONDITIONS.

- 19.1 CONTRACTOR acknowledges that funding for the Project is provided in whole or in part by State and/or Federal grant monies.
- 19.2 CONTRACTOR agrees to comply with all applicable terms of the Grant Agreement between COUNTY and GRANTOR approved by COUNTY's Board of County Commissioners on May 13, 2021 ("Grant Agreement"), a substantial copy attached hereto as **Exhibit "A."** CONTRACTOR specifically acknowledges receipt of a copy of said Grant Agreement and the Parties incorporate the terms and conditions as if stated in full herein.
- 19.3. CONTRACTOR agrees to comply with all Special Terms and Conditions associated with the Grant and set forth on **Exhibit "B"** hereto.
- 19.4 CONTRACTOR shall comply with the Florida Trench Safety Act, Sections 5530-553.64, Florida Statutes (2022).
- 19.5 CONTRACTOR shall comply with the Occupational Safety and Health Act, 20 U.S.C. 651, *et seq.*
- 19.6 CONTRACTOR shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. CONTRACTOR shall document its efforts to utilize said firms, including what firms were solicited as suppliers and/or subcontractors as applicable, and submit this information to COUNTY.

ARTICLE 20 - AUDIT AND INSPECTION RIGHTS.

- 20.1 COUNTY may, at reasonable times and for a period of up to five (5) years following the date of Final Completion, audit, or cause to be audited, those books and records of CONTRACTOR which are related to CONTRACTOR'S performance under this Master Agreement. CONTRACTOR agrees to maintain all such books and records at its principal place of business for a period of five (5) years after final payment is made under this Master Agreement. CONTRACTOR shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Social Security Act, the U.S. Department of the Treasury's regulations implementing that section, and guidance issued by the U.S. Department of the Treasury regarding same. The U.S. Department of the Treasury Office of Inspector General and the Government Accountability Office, or their representatives or those of any State or local authority, shall have the right of access to records (electronic or otherwise) of CONTRACTOR in order to conduct audits or other investigations.
- 20.2 COUNTY may, at reasonable times during the term hereof, inspect CONTRACTOR'S facilities and perform such inspections as COUNTY deems reasonably necessary to determine whether the Services required to be provided by CONTRACTOR under this Master Agreement conform to the terms hereof and/or the terms of this Master Agreement.

CONTRACTOR shall make available to COUNTY all reasonable facilities and assistance to facilitate the performance of inspections by COUNTY'S representatives. All inspections shall be subject to, and made in accordance with, all applicable Laws, including but not limited to the provisions of the Marion County Code, as same may be amended or supplemented from time to time.

ARTICLE 21 - PUBLIC RECORDS.

21.1 Public Records Obligations.

If, under this Master Agreement, CONTRACTOR is providing services and is acting on behalf of COUNTY as provided under Section 119.011(2), Florida Statutes (2022), CONTRACTOR, shall:

- A. Keep and maintain public records required by COUNTY to perform the service;
- B. Upon request from COUNTY's custodian of records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Master Agreement term and following completion of this Master Agreement if CONTRACTOR does not transfer the records to COUNTY; and,
- D. Upon completion of this Master Agreement, transfer, at no cost, to COUNTY, all public records in possession of CONTRACTOR or keep and maintain public records required by COUNTY to perform the service. If CONTRACTOR transfers all public records to COUNTY upon completion of this Master Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Master 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.

- 21.2 **Property of COUNTY.** Unless otherwise provided by law, any and all reports, surveys, and other data and documents provided or created in connection with this Master Agreement are and shall remain the property of COUNTY. In the event of termination of this Master Agreement by either Party, any reports, photographs, surveys and other data and documents and public records prepared by, or in the possession or control of, CONTRACTOR, whether finished or unfinished, shall become the property of COUNTY and shall be delivered by CONTRACTOR to COUNTY's Utilities Director or the Program Manager, at no cost to COUNTY, within seven (7) days of termination of this Master Agreement. All such records stored electronically by CONTRACTOR shall be delivered to COUNTY in a format that is compatible with COUNTY's information technology systems. Upon termination of this Master Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein. CONTRACTOR's failure or refusal to comply

with the provisions of this Article shall result in the immediate termination of this Master Agreement by COUNTY.

- 21.3 Unilateral Termination. If CONTRACTOR fails to provide the public records to COUNTY within a reasonable time or otherwise fails to comply with this Section, CONTRACTOR may be subject to penalties under Section 119.10, Florida Statutes (2022) and may be subject to unilateral cancellation of this Master Agreement by COUNTY.

- 21.4 Public Records Questions Contact.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (2022), TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS MASTER AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Public Relations, 601 SE 25th Ave., Ocala, FL 34471

Phone: 352-438-2300 Fax: 352-438-2309

Email: PublicRelations@MarionFL.org

ARTICLE 22 - ANNUAL APPROPRIATIONS.

- 22.1 CONTRACTOR acknowledges that during any fiscal year COUNTY shall not expend money, incur any liability, or enter into any agreement which, by its terms, includes the expenditure of money in excess of the amounts budgeted as available for expenditure. COUNTY's performance and obligation to pay CONTRACTOR under this Master Agreement is contingent upon annual appropriation being made for that purpose. If during the term of this Master Agreement, COUNTY does not make an annual appropriation necessary to continue its performance under this Master Agreement, this Master Agreement shall terminate upon the expiration of the funded fiscal year.

ARTICLE 23 - E-VERIFY.

- 23.1 Section 448.095, Florida Statutes (2022), requires CONTRACTOR to be registered and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits CONTRACTOR from entering into this Master 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 Master Agreement.

A. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

B. CONTRACTOR has agreed to perform in accordance with the requirements of this Section and agrees as follows:

- 1) It certifies and assures COUNTY that CONTRACTOR is currently in full compliance with Section 448.095, Florida Statutes (2022), it is registered and uses the E-Verify System to verify work authorization status of all newly hired employees.
- 2) COUNTY shall immediately terminate this Master Agreement if COUNTY has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes (2022), that is, that CONTRACTOR knowingly

employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.

- 3) When CONTRACTOR enters into a contract with an employee, a contractor or a subcontractor, CONTRACTOR shall obtain from that contracting party ("Contracting Party") an affidavit stating that the Contracting Party does not employ, contract with, or subcontract with an unauthorized alien.
- 4) CONTRACTOR shall maintain a copy of such affidavit for the duration of this Master Agreement and provide it to COUNTY upon request.
- 5) CONTRACTOR shall immediately terminate the Contracting Party if CONTRACTOR has a good faith belief that the Contracting Party has knowingly violated Section 448.09(1), Florida Statutes (2022), as set forth above.
- 6) If COUNTY has a good faith belief that CONTRACTOR's Contracting Party has knowingly violated Section 448.095, Florida Statutes (2022), but that CONTRACTOR has otherwise complied, COUNTY shall promptly order CONTRACTOR to terminate the Contracting Party. CONTRACTOR agrees that upon such an order, CONTRACTOR shall immediately terminate the Contracting Party. CONTRACTOR agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate CONTRACTOR.
- 7) If COUNTY terminates this Master Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for a least one (1) year after the date of termination.
- 8) CONTRACTOR is liable for any additional costs incurred by COUNTY as a result of a termination under this Section.
- 9) Any such termination under this Section is not a breach of this Master Agreement and may not be considered as such.
- 10) CONTRACTOR shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including, the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
- 11) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Master Agreement and COUNTY may treat a failure to comply as a material breach of this Master Agreement.

ARTICLE 24 - SCRUTINIZED COMPANIES.

24.1 Certification.

A. If this Master Agreement is for One Million Dollars or more, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Master Agreement or before entering into this Master Agreement or renewing same, CONTRACTOR was not then and is not now:

- 1) On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes (2022), or
- 2) Engaged in business operations in Cuba or Syria.

- B. If this Master Agreement is for any amount, CONTRACTOR certifies that at the time it submitted its bid or proposal for this Master Agreement or before entering into this Master Agreement or renewing same, CONTRACTOR was not then and is not now:
- 1) On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes (2022), or
 - 2) Engaged in a boycott of Israel.

24.2 Termination, Threshold Amount.

COUNTY may, entirely at its option, terminate this Master Agreement if it is for One Million Dollars and CONTRACTOR meets any of the following criteria.

- A. 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:
- 1) Submitted a false certification as provided under Section 287.135(5), Florida Statutes (2022), or
 - 2) Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes (2022).
- B. 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:
- 1) Submitted a false certification as provided under Section 287.135(5), Florida Statutes (2022);
 - 2) Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes (2022); or
 - 3) Been engaged in business operations in Cuba or Syria.
- C. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and CONTRACTOR is found to meet any of the following conditions:
- 1) Submitted a false certification as provided under Section 287.135(5), Florida Statutes (2022);
 - 2) Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes (2022);
 - 3) Been engaged in business operations in Cuba or Syria; or
 - 4) Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes (2022) or is engaged in a boycott of Israel.
- D. Was entered into or renewed on or after July 1, 2018, and CONTRACTOR is found to meet any of the following prohibitions:
- 1) Submitted a false certification as provided under Section 287.135(5), Florida Statutes (2022);
 - 2) Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy

Sector List, created pursuant to Section 215.473, Florida Statutes (2022);
or

- 3) Been engaged in business operations in Cuba or Syria.

24.3 Termination, Any Amount.

COUNTY may, entirely at its option, terminate this Master Agreement if it is for any amount and meets any of the following criteria.

- A. Was entered into or renewed on or after July 1, 2018, and
- B. CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes (2022) or is engaged in a boycott of Israel.

24.4 Comply; Inoperative.

The Parties agree to comply with Section 287.135, Florida Statutes (2022), as it may change from time to time during the Term. The contracting prohibitions in this Article 24 become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

ARTICLE 25 - DISCRIMINATORY VENDOR LIST, CONVICTED VENDOR LIST, ANTITRUST VIOLATOR VENDOR LIST.

- 25.1 CONTRACTOR certifies and assures COUNTY that CONTRACTOR and its affiliate, if any and as defined under the pertinent statutes, has not been placed on the Discriminatory Vendor List pursuant to Section 287.134, Florida Statutes (2022), the Convicted Vendor List pursuant to Section 287.133, Florida Statutes (2022), and the Antitrust Violator Vendor List pursuant to Section 287.137, Florida Statutes (2022). CONTRACTOR acknowledges that absent certain conditions set forth in the respective statutes, those that have been placed on such lists may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier or subcontractor under a contract with a public entity, may not transact business with a public entity, and may not benefit from certain economic incentives.

ARTICLE 26 - SOVEREIGN IMMUNITY.

- 26.1 Nothing in this Master Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything to the contrary set forth in this Master Agreement, COUNTY's obligation to indemnify CONTRACTOR, if any, for any reason or purpose, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes (2022).
- 26.2 All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Master Agreement, including but not limited to those specified in this Article 26, as well as all continuing obligations indicated in the Contract Documents, shall survive completion, final payment and acceptance of the Work.

ARTICLE 27 - NO OBLIGATION BY FEDERAL GOVERNMENT.

- 27.1 The Federal Government does not and shall not have any commitment or liability related to this Master Agreement or its underlying agreements, to any participant at any tier, or to any other person or entity that is not a party to the underlying agreements.
- 27.2 Disclaimer. The United States expressly disclaims any and all responsibility or liability to the CONTRACTOR or third persons or the actions of the CONTRACTOR or third persons resulting in death, bodily injury, property damages, or other losses resulting in any way from the performance of this Agreement or the Project or any other losses resulting in any way from the performance of this Agreement or the Project.

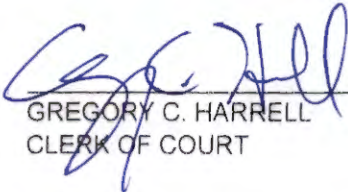
ARTICLE 28 - COMPLIANCE WITH ASSURANCES.

- 28.1 Assurances.
CONTRACTOR shall comply with all applicable assurances made by and/or to between GRANTOR as well as those applicable assurances made by and/or to COUNTY during the Grant application process. CONTRACTOR specifically acknowledges receipt of a copy of all such assurances made and the Parties incorporate the terms and conditions as if stated in full herein.

[This portion of page intentionally left blank. Signature page follows.]

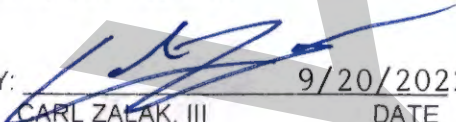
IN WITNESS WHEREOF, the Parties hereto have made and entered into this Master Agreement on the date of the last signature below.

ATTEST:

 9/20/2022
GREGORY C. HARRELL DATE
CLERK OF COURT

FOR COUNTY:

MARION COUNTY, a political subdivision
of the State of Florida by its Board of
County Commissioners

BY:  9/20/2022
CARL ZALAK, III DATE
CHAIRMAN

FOR USE AND RELIANCE OF
MARION COUNTY ONLY,
APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BCC APPROVED:
ACCEPTANCE DATE: September 20, 2022

 8/26/2022
FOR: MATTHEW MINTER DATE
COUNTY ATTORNEY


FOR CONTRACTOR:

QUALITY ENTERPRISES USA, INC.

WITNESSES:


SIGNATURE

Isa Carreras
PRINT NAME


SIGNATURE

Marcie Cohen
PRINT NAME

 8/19/22
BY: DATE

Louis J. Gaudio
PRINT NAME

Vice President
ITS: (TITLE)

EXHIBIT "A"
SUBSTANTIAL COPY OF STANDARD GRANT AGREEMENT
BETWEEN MARION COUNTY AND U.S. DEPARTMENT OF TREASURY
APPROVED BY COUNTY ON OR ABOUT MAY 13, 2021

[This portion of the page left intentionally blank. Standard Grant Agreement to follow.]

OMB Approved No.:1505-0271
Expiration Date: 11/30/2021

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND

Recipient name and address: Marion County Board of County Commissioners 601 SE 25th ave Ocala, Florida 34471-2690	DUNS Number: 073228454 Taxpayer Identification Number: 596000735 Assistance Listing Number and Title: 21.019
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:

Jeff Gold

Authorized Representative:

Title: Marion County BCC Chairman

Date signed: May 13, 2021

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date signed:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.

- a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. Maintenance of and Access to Records

- a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
- c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.

8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. 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.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

- v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. 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;
 - iii. 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 federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities 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.
10. Remedial Actions. In the event of Recipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. 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 U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by Recipient. 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 or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.
15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient 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 Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information 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 grant, 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 referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
 - c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient 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.
18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS
ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient 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. Recipient 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). Recipient 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, Recipient 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. Recipient 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 Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient 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. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, 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 Recipient for the period during which it retains ownership or possession of the property.

7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurance document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Marion County Board of County Commissioners

Recipient

May 13, 2021

Date

Jeff Gold

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

EXHIBIT B

American Rescue Plan Act ("ARPA") Contract Clauses

Table of Contents

1. COMPLIANCE WITH APPLICABLE LAW AND REGULATIONS	3
2. SIMPLIFIED ACQUISITION THRESHOLD	6
3. ACCESS TO RECORDS	6
4. UNIFORM GUIDANCE COMPLIANCE	6
5. DISCLAIMER	7
6. TERMINATION	7
7. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS	7
8. EQUAL OPPORTUNITY EMPLOYMENT	8
9. PREVAILING WAGE AND ANTI-KICKBACK	10
10. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT	10
11. CONTRACT WORK HOURS AND SAFETY STANDARDS FOR AWARDS NOT INVOLVING CONSTRUCTION	11
12. RIGHT TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT	12
13. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT	12
14. SUSPENSION AND DEBARMENT	12
15. LOBBYING	13
16. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT	13
17. DOMESTIC PREFERENCES FOR PROCUREMENT	14
18. PROCUREMENT OF RECOVERED MATERIALS	14
19. HATCH ACT	14
20. PUBLICATIONS	14
21. CONFLICTS OF INTEREST	14
22. COMPLIANCE WITH THE TRAFFICKING VICTIMS PROTECTION ACT OF 2000 (2 C.F.R. PART 175)	15
23. PROTECTIONS FOR WHISTLEBLOWERS	15
24. INCREASING SEAT BELT USE IN THE UNITED STATES	15
25. REDUCING TEXT MESSAGING WHILE DRIVING	15
 CERTIFICATE OF NON-DEBARMENT	 17
CIVIL RIGHTS CERTIFICATION FORM	18

<u>CERTIFICATION REGARDING LOBBYING BY CONTRACTOR (OVER \$100,000)</u>	20
<u>DISCLOSURE OF LOBBYING ACTIVITIES</u>	21
<u>INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES</u>	22
<u>COST CERTIFICATION</u>	24

COPY

The following clauses and certifications (collectively, "ARPA Contract Clauses") will be incorporated into contracts under the requirements of the American Rescue Plan Act ("ARPA"). The term "Contract" shall refer to any agreement between COUNTY and CONTRACTOR, including without limitation the Master Agreement and/or any amendments thereto containing COUNTY's Standard Terms and Conditions, and these ARPA Contract Clauses. In case of conflict between these ARPA Contract Clauses and the Standard Terms and Conditions, the ARPA Contract Clauses shall take precedence.

1. COMPLIANCE WITH APPLICABLE LAW AND REGULATIONS

- A. Contractor agrees to comply with the requirements of section 603 of section 603(c) of the Social Security Act (the "Act"), as added by section 9901 of ARPA, regulations adopted by the U.S. Department of Treasury ("Treasury") pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Contractor also agrees to comply with all other applicable Federal statutes, regulations, and executive orders, and Contractor shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this Contract.
- B. CONTRACTOR shall provide the following information to COUNTY and GRANTOR, if applicable to the Project:
 - a) National Pollutant Discharge Elimination System (NPDES) Permit Number.
 - b) Public Water System (PWS) ID number.
- C. Federal regulations applicable to this Contract include, without limitation, the following:
 - 1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to the funds awarded to Marion County ("COUNTY") under ARPA, 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.
 - 2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference. To clarify, CONTRACTOR is required to provide its unique entity identifier to COUNTY. Compliance with the Universal Identifier and System for Award Management is a requirement that is passed on and includes, but is not limited to, CONTRACTOR, subcontractors, subconsultants, and Suppliers.
 - 3. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - 4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - 5. Contractor Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference and applies to grant awards over \$150,000.

6. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20, which states: "Drug-free workplace means a site for the performance of work done in connection with a specific award at which employees of CONTRACTOR are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance."
7. New Restrictions on Lobbying, 31 C.F.R. Part 21.
8. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations and which applies to the acquisition of real property (real estate) or displace persons from their homes, businesses, or farms.
9. Generally applicable Federal environmental laws and regulations, including but not limited to, when applicable:
 - (i) Flood Disaster Protection
In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. §4001), CONTRACTOR shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).
 - (ii) Asbestos:
 - a. The Asbestos National Emission Standards for Hazardous Air Pollutants ("NESHAP") regulations specify Work practices for asbestos to be followed during demolitions and renovations of all structures, buildings and facilities. CONTRACTOR shall notify or shall require its operator/contractor of renovation or demolition to notify COUNTY and the appropriate State agency before any demolition, or before any renovations of buildings that could contain a certain threshold amount of asbestos or asbestos-containing material. CONTRACTOR shall contact or require its operator of renovation or demolition to contact the local DEP (Department of Environmental Protection) as they are delegated by the U.S. EPA and authorized under the Florida Statutes (2022) to enforce the asbestos NESHAR regulations. Costs incurred from asbestos testing and abatement will be at CONTRACTOR's expense.
 - b. In the event that asbestos-containing materials or suspected asbestos-containing materials are discovered in the area designated for construction, CONTRACTOR assumes responsibility to notify COUNTY, and all Workers of existing asbestos conditions. Notification shall be made on approved EPA Forms and includes posting of notices in accordance with EPA and OSHA Guidelines. CONTRACTOR shall assume all responsibility for compliance with applicable codes and regulations regarding discovery and notification of the presence of asbestos-containing material. Work shall not continue until CONTRACTOR, has the suspected asbestos-containing materials analyzed. This will be done promptly by CONTRACTOR. If CONTRACTOR proceeds after notification by

COUNTY not to proceed, the LICENSED CONTRACTOR shall become liable for all costs associated with the cleaning and clearance for occupancy (using TEM clearance testing method set out by the AHERA Regulations) of the structure or site.

- c. CONTRACTOR will notify the architect and/or engineer (as applicable) and COUNTY in writing immediately upon becoming aware of any material and/or equipment included in the Contract Documents that contain asbestos so that alternative material and/or equipment can be submitted. CONTRACTOR, architect and/or engineer, material and equipment suppliers, and material and equipment manufacturers who provide material and equipment that contain asbestos will be liable for the cost of removal of such material and equipment from the Project and the CONTRACTOR shall obtain the acknowledgment of the architect and/or engineer and all such suppliers and manufacturers of their liability for such removal.

(iii) Historic Preservation:

CONTRACTOR agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470) and the procedures set forth in 36 C.F.R. Part 800, Advisory Council on Historic reservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, State, or local historic property list.

D. Statutes and regulations prohibiting discrimination applicable to this Contract include, without limitation, the following:

1. Grant Recipients (COUNTY) awarded a new Federal grant greater than or equal to \$30,000 awarded on or after October 1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on Federal awards (Federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. CONTRACTOR agrees to provide the information necessary, within one (1) month of execution, for COUNTY to comply with this requirement.
2. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d, *et seq.*) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving Federal financial assistance;
3. 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;
4. 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 Federal financial assistance;
5. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101, *et seq.*), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit

discrimination on the basis of age in programs or activities receiving Federal financial assistance; and

- E. Title II of the Americans with Disabilities 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. ARPA funds may only be used to pay for or reimburse eligible costs as described in the Contract, including without limitation the Purchase Order and these ARPA Contract Terms. No funds may be used to pay or reimburse costs for which CONTRACTOR has received any other funding, whether State, Federal or private in nature.
- F. CONTRACTOR shall execute and meet the requirements of the following, each of which is incorporated herein by reference: Certificate of Non-Debarment or Suspension, Civil Rights Certification Form, Lobbying Certification Form (if applicable), and Lobbying Disclosure Form (if applicable).
- G. **Prior to any payment by COUNTY under the Contract, CONTRACTOR shall submit an invoice, a Cost Certification, and any supporting documentation.**

2. **SIMPLIFIED ACQUISITION THRESHOLD**

Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. § 1908, or otherwise set by law, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. (Note that the simplified acquisition threshold determines the procurement procedures that must be employed pursuant to 2 C.F.R. §§ 200.317–200.327.) The simplified acquisition threshold does not exempt a procurement from other eligibility or processes requirements that may apply.

3. **ACCESS TO RECORDS**

CONTRACTOR shall maintain complete, accurate, and readily accessible records related in whole or in part to the Contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third-party agreements of any type, and supporting materials related to those records, sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by the Treasury regarding the foregoing.

All such records shall be available to COUNTY, the Treasury Office of Inspector General, and The Government Accountability Office, or their authorized representatives for inspection at any time during this Contract. CONTRACTOR shall maintain all books, records, accounts and reports required under this Contract for a period of six (6) years after all funds have been expended or returned to COUNTY, whichever is later, to ensure proper accounting for all funds and compliance with all applicable laws, regulations, and guidance.

COUNTY, the Treasury Office of Inspector General, and the Government Accountability Office, or their authorized representatives, shall have the right of access to records, electronic and otherwise, of CONTRACTOR in order to conduct audits or other investigations. CONTRACTOR acknowledges that records may be subject to disclosure under the public records laws of Florida.

4. **UNIFORM GUIDANCE COMPLIANCE.**

- A. **Remedial Actions.** In the event of CONTRACTOR's noncompliance with section 603(c) of the Act, Treasury's regulations implementing that section, guidance issued by Treasury regarding the foregoing, or any other applicable Federal laws or regulations, Treasury may

take available remedial actions as set forth in 2 C.F.R. 200.339.

B. Recoupment

CONTRACTOR agrees that it is financially responsible for and will repay COUNTY, and ultimately the Federal government, any and all indicated amounts following an audit exception which occurs due to CONTRACTOR's failure, for any reason, to comply with the terms of the Contract. This duty to repay COUNTY shall not be diminished or extinguished by the termination of the Contract.

In the event of a violation of section 603(c) of the Act, the funds shall be subject to recoupment by COUNTY.

Any funds paid to CONTRACTOR (1) in excess of the amount to which CONTRACTOR is authorized to retain under the terms of CONTRACTOR; (2) that are determined by the Treasury Office of Inspector General to have been misused; (3) are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act; or (4) are otherwise subject to recoupment by COUNTY, and have not been repaid by CONTRACTOR to COUNTY shall constitute a debt to COUNTY and/or the Federal government.

Any debts determined to be owed COUNTY and/or the Federal government must be paid promptly by CONTRACTOR. A debt is delinquent if it has not been paid by the date specified in COUNTY's initial written demand for payment, unless other satisfactory arrangements have been made or if the County knowingly or improperly retains funds that are a debt. COUNTY will take any actions available to it to collect such a debt.

Return of Unused Funds. If CONTRACTOR has any funds on hand and/or funds not yet obligated, as of the earlier of December 31, 2024, or the termination of this Contract, CONTRACTOR shall return all unspent funds to COUNTY within ten (10) calendar days.

5. DISCLAIMER

The United States expressly disclaims any and all responsibility or liability to CONTRACTOR or third persons for the actions of CONTRACTOR or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of CONTRACTOR or any other losses resulting in any way from the performance of the Contract, or any subcontract.

The acceptance of this Contract by CONTRACTOR does not in any way establish an agency relationship between the United States and CONTRACTOR.

6. TERMINATION

A. For contracts in excess of \$10,000 awarded by COUNTY must address the termination for cause and for convenience, including the manner by which it will be affected and the basis for settlement. This clause extends to all third-party contractors and their contracts at every tier and contractors and their subcontracts at every tier.

B. Termination for cause and for convenience, are found in the Master Agreement

7. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

CONTRACTOR understands that making false statements or claims in connection with this Contract is a violation of Federal law and may result in criminal, civil, or administrative sanctions,

including fines, imprisonment, civil damages and penalties, debarment from participating in Federal awards or contracts, and/or any other remedy available by law.

CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801, *et seq.* apply to its actions pertaining to this Contract. Upon execution of the underlying contract, CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract for which this contract work is being performed. In addition to other penalties that may be applicable, CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on CONTRACTOR to the extent to the Federal Government deems appropriate.

8. EQUAL OPPORTUNITY EMPLOYMENT

COUNTY is an Equal Opportunity Employer. As such, COUNTY and all third-party contractors and their subcontractors agree to prohibit discrimination based on race, color, religion, sex, sexual orientation, gender identity, or national origin, and comply with all applicable Federal civil rights laws and implementing regulations.

During the performance of this Contract, CONTRACTOR shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

- 1) CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. 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, sexual orientation, gender identity, or national origin.
- 2) CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 4) 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.
- 5) 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.

- 6) 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.
- 7) In the event of 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.
- 8) CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 supplier. 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 supplier as a result of such direction by the administering agency, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

CONTRACTOR 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 CONTRACTOR 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.

CONTRACTOR 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.

CONTRACTOR 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, CONTRACTOR 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 applicant under the program with respect to which the failure or refund

occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the United States Department of Justice for appropriate legal proceedings.

9. **PREVAILING WAGE AND ANTI-KICKBACK**

CONTRACTOR shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. CONTRACTOR must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141 – 3144 and 3146 – 3148) as supplemented by United States Department of Labor regulations at 29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." CONTRACTOR shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." CONTRACTOR is 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 they are otherwise entitled.

A. Compliance with the Davis-Bacon Act, as amended (40 U.S.C. §§ 3141 – 3148).

- 1) CONTRACTOR shall comply with the Davis-Bacon Act (40 U.S.C. §§ 3141 – 3144 and 3146 – 3148) and the requirements of 29 C.F.R. Part 5 as may be applicable, which are incorporated by reference into this contract.
- 2) In accordance with the statute, Contractors are 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.
- 3) Additionally, Contractors are required to pay wages not less than once a week.

B. Compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145).

- 1) CONTRACTOR shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145) and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.
- 2) CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and 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.
- 3) In accordance with the statute, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven (7) days after the regular payment-date of the payroll period, to a representative of COUNTY in charge at the site of the building or work.

10. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

For all contracts 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 United States 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 based on a standard work week of forty (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 forty (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.

In the event of any violation of the clause set forth herein, CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$27.00 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.

COUNTY shall upon its own action or upon written request of an authorized representative of the United States Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other Federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.

CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this Contract.

11. **CONTRACT WORK HOURS AND SAFETY STANDARDS FOR AWARDS NOT INVOLVING CONSTRUCTION**

CONTRACTOR shall comply with all Federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701, *et seq.*, and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. Part 5.

CONTRACTOR shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of six (6) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Such records maintained under this paragraph shall be made available by CONTRACTOR for inspection, copying, or transcription by authorized representatives of COUNTY and the United States Department of Labor, and CONTRACTOR will permit such representatives to interview employees during working hours on the job.

CONTRACTOR shall require the inclusion of the language of this clause within subcontracts of all tiers.

12. **RIGHT TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

If the Federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and CONTRACTOR 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 non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by United States Department of Treasury. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

13. **CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT**

For all contracts in excess of \$150,000, CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act as amended 42 U.S.C. §§ 7401-7671q, and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387).

A. Compliance with the Clean Air Act

- 1) CONTRACTOR agrees to report each violation to COUNTY and understands and agrees that COUNTY will, in turn, report each violation as required to assure notification to the United States Department of the Treasury, and the appropriate Environmental Protection Agency Regional Office.
- 2) CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the U.S. Department of Treasury.

B. Compliance with the Federal Water Pollution Control Act

- 1) CONTRACTOR agrees to report each violation to COUNTY and understands and agrees that COUNTY will, in turn, report each violation as required to assure notification to the United States Department of the Treasury, and the appropriate Environmental Protection Agency Regional Office.
- 2) CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by Treasury.

14. **SUSPENSION AND DEBARMENT**

This Contract is a covered transaction for purposes of 2 C.F.R. Part 180, and 2 C.F.R. Part 3000. As such, CONTRACTOR is required to verify that none of CONTRACTOR's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

CONTRACTOR must comply with 2 C.F.R. Part 180, subpart C, and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This verification and certification of compliance with the laws stated above is a material representation of fact relied upon by COUNTY. If it is later determined that CONTRACTOR did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

CONTRACTOR agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

15. **LOBBYING**

A. **For contracts in excess of \$100,000**, CONTRACTOR shall file the certification required by 49 C.F.R. Part 20, "New Restrictions of Lobbying", as provided by COUNTY. 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 CONTRACTOR who in turn will forward the certification(s) to COUNTY.

B. **Additional Lobbying Requirements.**

- a) CONTRACTOR certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
- b) The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. 1601, *et seq.*), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving Federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
- c) Pursuant to 2 C.F.R. 200.450 and 2 C.F.R. 200.454(e), CONTRACTOR is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

16. **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

CONTRACTOR is prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 C.F.R. 200.216 and 200.471. This prohibition is passed on to each and every tier.

17. **DOMESTIC PREFERENCES FOR PROCUREMENT**

CONTRACTOR must, to the greatest extent practical, give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 C.F.R. 200.322. CONTRACTOR shall pass this preference on to each and every tier.

18. **PROCUREMENT OF RECOVERED MATERIALS**

The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where **the purchase price of the item exceeds \$10,000** or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

In the performance of this Contract, CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items until the product cannot be acquired:

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

CONTRACTOR agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency, "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. Part 247.

CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

19. **HATCH ACT**

CONTRACTOR agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this Federal assistance.

20. **PUBLICATIONS**

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 to Marion County by the United States Department of the Treasury."

21. **CONFLICTS OF INTEREST**

CONTRACTOR understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict-of-interest policy is applicable to each activity funded under this award. CONTRACTOR must disclose in writing to COUNTY, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

22. **COMPLIANCE WITH THE TRAFFICKING VICTIMS PROTECTION ACT OF 2000 (2 C.F.R. PART 175)**

CONTRACTOR, subconsultants, subcontractors and suppliers and their respective employees, under the award funding this Agreement, may not:

- a) Engage in severe forms of trafficking in persons during the period of time that the award funding this Agreement is in effect;
- b) Procure a commercial sex act during the period of time that the award funding this Agreement is in effect;
- c) Use forced labor in the performance of the award of subawards under the award funding this Agreement.

23. **PROTECTIONS FOR WHISTLEBLOWERS**

In accordance with 41 U.S.C. § 4712, Contractor may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information 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 grant, 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.

The list of persons and entities referenced 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 United States Department of Justice or other law enforcement agency;
6. A court or grand jury; or
7. A management official or other employee of CONTRACTOR, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

CONTRACTOR shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

24. **INCREASING SEAT BELT USE IN THE UNITED STATES**

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), COUNTY encourages 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.

25. **REDUCING TEXT MESSAGING WHILE DRIVING**


Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), COUNTY encourages its employees, subcontractors, and contractors to adopt and enforce policies that ban text messaging

while driving, and CONTRACTOR to establish workplace safety policies to decrease accidents caused by distracted drivers.

By signing this Exhibit B, the Contractor certifies that, in addition to agreeing to the terms and conditions provided herein, it has read, understands, and agrees to be bound by all requirements and contract terms and conditions contained herein.

Further, by signing below you acknowledge that knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

This agreement may be signed by ink signature, copy of ink signature, copy of signature, e-signature or any other form of signature. By signing the agreement, the company agrees that its signature will have the same legal effect as an original ink signature.

Company Name: Quality Enterprises USA, Inc.	
Authorizing Official Name: Louis J Gaudio	Authorizing Official Title: Vice President
Authorizing Official Signature and Date: 	

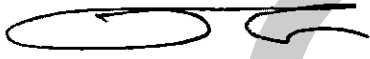
CERTIFICATE OF NON-DEBARMENT / SUSPENSION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

The Lower Tier Participant (Applicant for a third-party subcontract or subgrant under a Federal funded project), **QUALITY ENTERPRISES USA, INC.** referred to as Contractor, 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.

Where the Contractor is unable to certify to any of the statements in this certification, such Contractor must attach an explanation to this submittal.

The Contractor, **QUALITY ENTERPRISES USA, INC.** certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801, *et seq.* are applicable thereto. Further, by signing below you acknowledge that knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.



Signature of Authorized Official

Louis J Gaudio

Vice President
Title of Authorized Official

8/19/2022
Date

THIS FORM MUST BE COMPLETED BY THE PRIME CONTRACTOR AND ANY SUB-TIER CONTRACTOR THAT WILL BE AFFILIATED WITH THE WORK LISTED ON THE ATTACHED DOCUMENTS.

CIVIL RIGHTS CERTIFICATION FORM

The funds provided to the Contractor are available under section 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act.

Contractor understands and acknowledges that:

As a condition of receipt of Federal financial assistance from the United States Department of the Treasury, with monies distributed through Marion County, Florida, Contractor provides the assurances stated herein. The Federal financial assistance may include Federal grants, loans and contracts to provide assistance to Contractor, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of Contractor's program(s) and activity(ies), so long as any portion of Contractor's program(s) or activity(ies) is Federally assisted in the manner prescribed above

Contractor certifies the following:

1. Contractor 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 United States 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. Contractor 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). Contractor 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 United States Department of the Treasury's implementing regulations. Accordingly, Contractor 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. Contractor 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 Contractor's programs, services, and activities.
3. Contractor agrees to consider the need for language services for LEP persons when Contractor 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. Contractor acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of Federal financial assistance and is binding upon Contractor and its successors, transferees, and assignees for the period in which such assistance is provided.
5. Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Contractors of Federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d, *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Contract. Title VI also

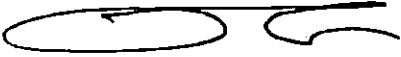
includes protection to persons with "Limited English Proficiency" in any program or activity receiving Federal financial assistance, 42 U.S.C. § 2000d, *et seq.*, as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract.

6. Contractor understands and agrees that if any real property or structure is provided or improved with the aid of Federal financial assistance by the Department of the Treasury, this assurance obligates Contractor, 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 Contractor for the period during which it retains ownership or possession of the property.
7. Contractor shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. Contractor shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Contractor shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Contractor also must inform the Department of the Treasury if Contractor has received no complaints under Title VI.
9. Contractor must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Contractor and the administrative agency that made the finding. If Contractor settles a case or matter alleging such discrimination, Contractor must provide documentation of the settlement. If Contractor has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the Federal enforcement measures that the United States may take in order to address violations of this document or applicable Federal law.

I hereby certify that I have read and understood the obligations described above, that Contractor is in compliance with the above-described nondiscrimination requirements, and by my signature on this document, acknowledge my understanding that any intentional or negligent misrepresentation or falsification of any information submitted in conjunction with this document could subject me to punishment under Federal, civil liability and/or in criminal penalties, including but not limited to fine or imprisonment or both under Title 18, United States Code, Sec. 1001, *et seq.* and punishment under Federal law.

Louis J Gaudio
Printed Name

Vice President
Title


Signature

8/19/2022
Date


CERTIFICATION REGARDING LOBBYING BY CONTRACTOR (OVER \$100,000)

Pursuant to 40 CFR Part 20 (which is by this reference incorporated herein), the undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of 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.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned must complete and submit Standard Form-LLL *Disclosure Form to Report Lobbying*, in accordance with its instructions.
- C. The undersigned must require that the language of this 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 subcontractors must certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification must be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, **QUALITY ENTERPRISES USA, INC.** certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801, *et seq.*, apply to this certification and disclosure, if any. Further, by signing below you acknowledge that knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.



Signature of Contractor
Louis J Gaudio

Print Name
Vice President

Title

8/19/2022

Date
3494 Shearwater St

Address
Naples, Florida 34117

City, State, ZIP

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

0348-0046

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: year quarter Date of last report: _____
4. Name and Address of Reporting Entity: Prime Subawardee Tier _____ <i>if known :</i> Congressional District, <i>if known :</i> 4c		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, <i>if known :</i>
6. Federal Department/Agency: 	7. Federal Program Name/Description: CFDA Number, <i>if applicable :</i>	
8. Federal Action Number, <i>if known :</i> 	9. Award Amount, <i>if known :</i> \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10A)</i> <i>(last name, first name, MI):</i>	
Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure must be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ _____ Telephone No.: _____ Date: ____
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form must be completed by the reporting entity, whether subawardee or prime Federal Contractor, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward Contractor. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal Contractor. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, City, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
- (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official must sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 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 (0348-0046), Washington, DC 20503.

COST CERTIFICATION

I certify that:

1. I have authority on behalf of **QUALITY ENTERPRISES USA, INC.** ("Contractor") to accept proceeds from Marion County, Florida ("COUNTY") per the Contract by and between COUNTY and Contractor from COUNTY's allocation of the Coronavirus Local Fiscal Recovery Fund as created by the American Rescue Plan Act of 2021, Section 9901 ("ARPA") for eligible expenditures under this Master Agreement.
2. I understand COUNTY will rely on this certification as a material representation in processing reimbursements or payment requests.
3. I understand the Contractor receiving funds pursuant to this certification shall retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts in a manner consistent with §200.333 Retention requirements for records of 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Such documentation shall be produced to COUNTY upon request and may be subject to audit by the State Auditor.
4. I understand any funds provided pursuant to this certification cannot be used for expenditures for which Contractor has received any other funding whether State, Federal or private in nature, for that same expense.

I hereby certify that I have read the above certification, and that the information and my statements provided herein by me are true and correct to the best of my knowledge, and by my signature on this document, acknowledge my understanding that any intentional or negligent misrepresentation or falsification of any of the information in this document could subject me to punishment under Federal and/or civil liability and/or in criminal penalties, including but not limited to fine or imprisonment or both under Title 18, United States Code, Sec. 1001, *et seq.* and punishment under Federal law.

Louis J Gaudio

Printed Name

Vice President

Title



Signature

8/19/2022

Date

EXHIBIT "C"
NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA
COUNTY OF MARION

I state that I Louis J Gaudio (print individual's name) as Vice President (insert individual's title) of **QUALITY ENTERPRISES USA, INC.** ("CONTRACTOR") according to law and on my oath, and under penalty of perjury, deposes and says that:

1. I am authorized to make this affidavit on behalf of CONTRACTOR, its owner(s), director(s) and officer(s).
2. I am the person responsible for the price(s) and amount(s) reflected in CONTRACTOR's negotiations (the "Pricing"), and the preparation of the Pricing. I state that:
 - A. The Pricing is genuine and not collusive or a sham.
 - B. The price(s) and amount(s) of CONTRACTOR'S Pricing have been and will be arrived at independently and without collusion consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such process with any other bidder, potential bidder, or with any competitor;
 - C. Neither the price(s) nor the amount(s) of CONTRACTOR's Pricing, and neither the approximate price(s) nor approximate amount(s) of the Pricing, have been disclosed and will not knowingly be disclosed by CONTRACTOR, prior to notice of the intent to award.
 - D. No attempt has been made or will be made to induce any firm or persons to refrain from competing or submitting any document to compete for this Master Agreement or the Tasks thereunder, or to submit a price(s) higher than the prices in CONTRACTOR's Pricing, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Pricing.
 - E. The Pricing of CONTRACTOR is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Pricing.
 - F. CONTRACTOR, its affiliates, subsidiaries, officers, director, and employees are not currently under investigation, by any governmental agency and have not in the last ten (10) years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to a proposal, on any public contract, except as follows: _____. (Insert "None," if none.)

The undersigned and CONTRACTOR understand and acknowledge that the above representations are material and important, and will be relied on by Marion County in awarding contracts for which CONTRACTOR's Pricing is or will be submitted.

The undersigned and CONTRACTOR understand that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment of the true facts relating to the submission of responses for this Agreement.

STATE OF FLORIDA
COUNTY OF ~~MARION~~ Collier

The foregoing Non-Collusive Affidavit was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19th day of August, 2022, by Louis J. Gaudin (name of person) as Vice President (title) for **QUALITY ENTERPRISES USA, INC.**, the party on behalf of whom this instrument was executed.

(SEAL)



Marcie L. Cohen
Notary Public, State of Florida

☒ Personally Known
OR
☐ Produced Identification

Type of Identification Produced: N/A - Known

EXHIBIT "D"
PUBLIC ENTITY CRIMES FORM

Marion County Procurement Services Department
Public Entities Crimes Affidavit

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES (2022), ON PUBLIC ENTITY CRIMES THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with a proposal to the Procurement Services Department.
2. This sworn statement submitted by **QUALITY ENTERPRISES USA, INC.** whose business address is 3494 Shearwater Street, Naples, Florida 34117 and its Federal Employer Identification Number is 54-0947002. If the entity has no FEIN, write the social security number of the individual signing this sworn statement.
3. My name is Louis J Gaudio and my relationship to the entity named above is Vice President.
4. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes (2022), means a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other State or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes (2022) means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes (2022) means:
 - (a) A predecessor or successor of a person convicted of a public entity crime; or
 - (b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes (2022) means any natural person or any entity organized under the laws of any State or of the United

States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement below applies).

☒ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime after July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime after July 1, 1989, AND (Indicate which additional statement below applies).

☐ There has been a subsequent proceeding concerning the conviction before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order).

☐ The person or affiliate was placed on the Convicted Vendor List. There has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings. The Final Order entered by the Hearing Officer determined that it was in the public interest to remove the person or affiliate from the Convicted Vendor List. (Please attach a copy of the final order).

☐ The person or affiliate has not been placed on the Convicted Vendor List. (Please describe an action taken by or pending with the Department of General Services).

[This portion of page intentionally left blank. Signature page for this Exhibit "D" follows.]

By signing below, I affirm my responsibility pursuant to Section 287.133(3)(b), Florida Statutes (2022), to report to Marion County and Florida's Department of Management Services within thirty (30) days after a conviction of a public crime applicable to a person or affiliate as defined above.

STATE OF FLORIDA
COUNTY OF MARION

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19th day of August, 2022, by Louis J. Gaudio (name of person) as Vice President (title) for **QUALITY ENTERPRISES USA, INC.**, the party on behalf of whom this instrument was executed.

(SEAL)



Marcie L. Cohen
Notary Public, State of Florida

☒ Personally Known
OR
☐ Produced Identification

Type of Identification Produced: N/A - Known



Marion County

Board of County Commissioners

Agenda Item

File No.: 2024-15962

Agenda Date: 8/6/2024

Agenda No.: 7.3.9.

SUBJECT:

Request Approval of Selection Committee Recommendations: 24Q-113, Land Surveying Services - Ardurra Group, Inc., Tampa, FL; Causseaux, Hewett, & Walpole, LLC, Alachua, FL; Clymer Farmer Barley Surveying, LLC, Wildwood, FL (Budget Impact - None)

INITIATOR:

Susan Olsen, Director

DEPARTMENT:

Procurement Services

DESCRIPTION/BACKGROUND:

On behalf of Marion County Utilities (MCU), a Request for Qualifications (RFQ) was advertised for pre-qualified land surveyors to perform miscellaneous surveying work on an as needed basis.

Ten (10) submittals were received, evaluated, and scored by Selection Committee members Mark Thomas, Doug Hinton, and Rich McLean, with six (6) firms being shortlisted. Phase II Interviews were held with all six (6) firms, resulting in the Selection Committee's ranking below:

FIRM - Location	Ranking
Clymer Farner Barley Surveying, LLC - <i>Ocala, FL</i>	1
Causseaux, Hewett, & Walpole, LLC - <i>Ocala, FL</i>	2
Ardurra Group, Inc. - <i>Ocala, FL</i>	3
eda Consultants, Inc. - <i>Gainesville, FL</i>	4
Southeastern Surveying and Mapping Corporation - <i>Orlando, FL</i>	5
GPI Geospatial, Inc. - <i>Orlando, FL</i>	6

Utilities Director, Jody Kirkman, supports the Selection Committee's recommendation to award to the top three (3) firms; this number supports the amount of effort needed to fairly manage and equitably distribute task orders over the contract term. All firms proposed rates for consideration, and the negotiation team worked to establish an average of those rates which each firm agreed to. As a result, the classification rate schedule will be identical in all three (3) contracts.

Attached is a draft of one of the contracts as they are identical, pending approval at today's meeting, it will be sent to each firm as written and upon return, will be forwarded to Legal, the Clerk, and Chair for signatures.

BUDGET/IMPACT:

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

RECOMMENDED ACTION:

Motion to approve recommendation, allow Staff to issue contracts, and upon approval by Legal, authorize the Chair and Clerk to execute contracts with Ardurra Group, Inc., Causseaux, Hewett, & Walpole, LLC, and Clymer Farmer Barley Surveying, LLC under 24Q-113

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 **Ardurra Group, Inc.**, located at 925 SE 17th Street, Ocala, FL 34471, possessing FEIN# 59-1782900 (hereinafter referred to as “FIRM”) under seal for the Land Surveying Services, (hereinafter referred to as the “Project”), and COUNTY and FIRM hereby agreeing as follows:

WITNESSETH:

In consideration of the mutual covenants and promises contained herein, COUNTY and FIRM (singularly referred to as “Party”, collectively “Parties”) hereto agree as follows:

Section 1 – The Contract. The contract between COUNTY and FIRM, of which this Agreement is part, consists of the Contract Documents. This Agreement approved by the Board of County Commissioners shall be effective on the last signature date set forth below.

Section 2 – The Contract Documents. The Contract Documents are defined as this Agreement, the Specifications, the Drawings, all Purchase Orders, Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the Parties hereafter, together with the following (if any):

Marion County Solicitation #24Q-113 - Land Surveying Services, the Offer, Scope and/or Specifications, Plans and/or Drawings, any/all Addenda as issued in support of this Solicitation and any/all Exhibits defined herein, Certificates of Insurance and Notice to Proceed or Purchase Order.

Should any conflict arise between the contract documents and the Agreement, the terms of the Agreement shall govern.

Section 3 – Entire Agreement. The Contract Documents form the agreement between Parties for the Project and the FIRM acknowledges receipt of a copy of each and every Contract Document. The Contract Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only in writing. The Contract Documents shall not be construed to create a contractual relationship of any kind between any person or entities other than COUNTY and FIRM.

Section 4 - Term. This Agreement shall commence upon the Board of County Commissioner’s approval and shall be in effect through August 31, 2027 (“Term”). Pending mutual agreement and approval by the Board, there are two (2) one-year renewal options available. **TIME IS OF THE ESSENCE.** All limitations of time set forth in the Contract Documents are of the essence for all performance obligations of FIRM. The Work may be presumed abandoned after ninety (90) days if FIRM terminates the Work without just cause or without proper notification to COUNTY, including the reason for termination, or fails to perform Work without just cause for ninety (90) consecutive days. All Work will proceed in a timely manner without delays.

Section 5 – Scope of Services. As per specifications and requirements of the Project 24Q-113, FIRM shall provide complete Professional Land Surveying Services as stated in the Solicitation and shall additionally adhere by the duties below for services referred to herein as “Work”. The Work shall particularly comply with the original RFQ or Task Order that is part of the Contract Document or Purchase Order. Task Orders (TOs) for Work (defined herein) at any value shall commence upon issuance for a Purchase Order for that work. COUNTY will make every effort to equitably distribute TOs in accordance with FS§287.055 (CCNA), however in the event of emergency or FIRM’s specific and pervious knowledge of a project, that TO may be directly assigned out of rotation. Individual projects to be included in FIRM’s scope of Work shall be of varied size and complexity as required by COUNTY and may include but not be limited to: working in areas that may include but not limited to be Water Plant, Wastewater Plants, Lift Station Sites, Utility Easements, Marion County Right of Way, Florida Department of Transportation Right of Way, or private property. The Surveyor will be assigned Task Orders from various utilizing departments that will include specific project sites and details. Task Orders (projects) at this time are not defined and will be miscellaneous in scope, or varied size and complexity as required by Marion County. Task Orders over the threshold approval of the County Administrator will require approval by the Board of County Commissioners; any Task Order may require a separate Contract Amendment execution, including a detailed scope of work and fee schedule breakdown, or may be authorized to begin by purchase order only.

In order to complete Task Orders under the contract, the Surveyor will be expected to be capable, qualified and licensed to perform such services as:

1. Prepare survey products using 2018 AutoCAD or newer, subject to backwards compatibility as required by the utilizing department
2. Prepare GIS products compatible with ESRI software, subject to backwards compatibility as required by the utilizing department
3. Inquire for Utility located before any survey
4. Title search
5. Plat search
6. Boundary surveys
7. Topographic surveys
8. Sketch and description
9. Riparian right surveys
10. FEMA elevation certificates
11. As-Built surveys
12. ALTA/ACSM surveys
13. Condominium surveys
14. Horizontal & vertical control surveys
15. Property research
16. Platting
17. Construction layout
18. Wetland delineating location
19. Monitoring well location
20. Tree surveys
21. Soft dig locating
22. Legal description
23. Right-of-way maintenance maps

Section 6 – Compensation. COUNTY shall make payment of each assigned Task Order, (the “Agreement Price”), to FIRM under established procedure, upon completion of the Work unless otherwise specified in the TO Special Provisions. 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. Reimbursable shall be paid at actual cost. Subcontractor fees, when authorized, shall be limited to a 10% markup, and subcontractor rates for similar classifications may not exceed FIRM’s own rates. Additional classifications, when required, shall be pre-negotiated and approved by COUNTY in writing. 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. FIRM’s Classification and Hourly Fee Schedule, are hereby incorporated into this Agreement as shown below:

CLASSIFICATION	RATE
Professional Surveyor / Mapper	\$175 / hr
CAD Technician	\$115 / hr
Clerical	\$70 / hr
2-person Survey Crew	\$150 / hr
3-person Survey Crew	\$210 / hr
GIS / Mapping Technician	\$115 / hr
Ground Penetrating Radar Crew	\$200 / hr
VVH in pavement	\$750 / ea
VVH out of pavement	\$550 / ea

Section 7 – Assignment. FIRM may not transfer, assign or subcontract all or any part of this Agreement without written approval by COUNTY.

Section 8 – Laws, Permits, and Regulations. Prior to the performance of any Work hereunder, FIRM shall obtain and pay for all licenses and permits, as required, to perform the Work. FIRM shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the Work provided under this Agreement.

Section 9 – Amendments. This Agreement may only be amended by mutual written agreement of both Parties.

Section 10 – Books and Records. FIRM shall keep records of all transactions, including documentation accurately reflecting the time expended by FIRM and its personnel and records of Reimbursable Expenses. COUNTY shall have a right to request records from FIRM, and for those records to be made available within a reasonable timeframe depending on method of acquisition.

Section 11 – Public Records Compliance

A. IF FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY’S CUSTODIAN OF PUBLIC RECORDS AT:

Public Relations | 601 SE 25th Ave, Ocala, FL 34471

Phone: 352-438-2300 | Fax: 352-438-2309

Email: publicrelations@marionfl.org

B. FIRM shall comply with public records laws, specifically:

- Keep and maintain public records required by COUNTY to perform the Work;
- Upon request from COUNTY's custodian of public records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term and following completion of this Agreement if FIRM does not transfer the records to COUNTY; and,
- Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of FIRM or keep and maintain public records required by COUNTY to perform the Work. If FIRM transfers all public records to COUNTY upon completion of this Agreement, FIRM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FIRM keeps and maintains public records upon the completion of this Agreement, FIRM shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

C. If FIRM fails to provide the public records to COUNTY within a reasonable time, FIRM may be subject to penalties under Section 119.10 Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY. This section shall survive the termination of the Agreement.

Section 12 – Indemnification, pursuant to Section 725.08, F.S. FIRM shall indemnify COUNTY and its elected officials and employees against, and hold COUNTY and its elected officials and employees harmless from, all liabilities, damages, losses, and costs, including but not limited to reasonable attorneys’ fees, which COUNTY or its elected officials and employees may sustain, or which may be asserted against COUNTY or its elected officials and employees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of FIRM and other persons employed or utilized by FIRM, in the performance of the Agreement, including but not limited to property damage, harm or personal injury, including death, to the extent allowed by Section 725.08, F.S., and to the extent that the services rendered pursuant to the Agreement were services of a “Design Professional” as defined in Section 725.08(4), F.S. This section shall survive the termination of the Agreement.

Section 13 – Insurance. As applicable, during the period of Work, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to

one half its annual aggregate. FIRM shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-. Self-Insured companies that cannot be rated, will also be considered. All policies must include all requirements listed below, reference the project number and show Marion County as additional insured. The Certificate should also provide for 30-day cancellation notice to the Procurement Director's address, set forth herein.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws.

- Employer's Liability limits for not less than \$100,000 each accident \$500,000 disease policy limit and \$100,000 disease each employee must be included.
- The Firm/Vendor, and its insurance carrier, waives all subrogation rights against Marion County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- The County requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a Commercial General Liability policy with limits not less than

- \$1,000,000 each occurrence for Bodily Injury, Property Damage and Personal and Advertising Injury
- \$2,000,000 each occurrence for Products and Completed Operations

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$500,000 combined single limit each accident.

- In the event the FIRM/Vendor does not own vehicles, the Firm/Vendor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

PROFESSIONAL LIABILITY INSURANCE with limits of not less than \$1,000,000 per occurrence and \$2,000,000.00 annual aggregate. Higher limits may be required for projects valued in excess of \$5,000,000. Projects \$5,000,000 or more will need to be reviewed by COUNTY's Risk and Benefit Services Department to determine appropriate Professional Liability limits. The policy must be maintained by FIRM for the duration of the Project. If the policy is written on a claims-made basis, FIRM must maintain the policy for a minimum of 5 years following the completion of the Project.

Section 14 – Independent Contractor. In the performance of this Agreement, FIRM will be acting in the capacity of an "Independent Contractor" and not as an agent, employee, partner, joint venture, or associate of COUNTY. FIRM shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by FIRM in the full performance of this Agreement.

Section 15 – Default/Termination. In the event FIRM fails to comply with any of the provisions of this Agreement, COUNTY may terminate this Agreement for cause by first notifying FIRM in writing, specifying the nature of the default and providing FIRM with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, COUNTY thereafter may terminate this Agreement for cause upon written notice to FIRM without prejudice to COUNTY. In the event of termination of this Agreement for cause, COUNTY will then be responsible to compensate FIRM only for those services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to FIRM. In the event of termination of this Agreement without cause, COUNTY will compensate FIRM for all the work timely and satisfactorily performed pursuant to this Agreement up to and including the date of termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this Agreement. COUNTY shall have no further obligation to FIRM, other than to pay for services rendered prior to termination.

Section 16 – Damage to Property. FIRM shall be responsible for all material, equipment and supplies sold and delivered to COUNTY under this Agreement and until final inspection of the Work and acceptance thereof by COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed, or COUNTY property, buildings, or equipment is damaged during delivery or unloading, or in the course of the WORK prior to final inspection and

acceptance, FIRM shall replace the same or be returned to original state without additional cost to COUNTY, as applicable.

Section 17 – Termination for Loss of Funding/Cancellation for Unappropriated Funds. The obligation of COUNTY for payment to FIRM is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 18 – Use of Other Contracts. COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or county governmental agencies, school board, community college/state university system, or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this solicitation/Agreement if it is in the best interest of COUNTY.

Section 19 – Employee Eligibility Verification. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

Section 448.095, F.S., requires FIRM to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits FIRM from entering into this Contract unless it is in compliance therewith. Information provided by FIRM is subject to review for the most current version of the State or Federal policies at the time of the award of this Contract.

By previously signing the ITB Acknowledgment and Addenda Certification Form, and this Contract, FIRM has agreed to perform in accordance with the requirements of this subsection and agrees:

- a) It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.
- b) COUNTY shall immediately terminate FIRM if COUNTY has a good faith belief that FIRM has knowingly violated Section 448.09(1), F.S., that is, that FIRM knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
- c) If FIRM enters into a contract with a subcontractor, FIRM shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
- d) FIRM shall maintain a copy of such affidavit for the duration of this Contract and provide it to COUNTY upon request.
- e) FIRM shall immediately terminate the subcontractor if FIRM has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.
- f) If COUNTY has a good faith belief that FIRM's subcontractor has knowingly violated Section 448.095, F.S., but that FIRM has otherwise complied, COUNTY shall promptly order FIRM to terminate the subcontractor. FIRM agrees that upon such an order, FIRM shall immediately terminate the subcontractor. FIRM agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate FIRM.
- g) If COUNTY terminates this Contract with FIRM, FIRM may not be awarded a public contract for at least one (1) year after the date of termination.
- h) FIRM is liable for any additional costs incurred by COUNTY as a result of a termination under this subsection.
- i) Any such termination under this subsection is not a breach of this Contract and may not be considered as such.
- j) FIRM shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
- k) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Contract and COUNTY may treat a failure to comply as a material breach of this Contract.

Section 20 – Force Majeure. Neither FIRM nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a

Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes, severe floods, epidemics and pandemics.

Section 21 – Truth in Negotiation. FIRM warrants that the wage rates and other factual unit costs supporting the compensation to FIRM under this Agreement are accurate, complete and current at the time of contracting. In addition, FIRM understands and agrees that the original Agreement Price and any additions thereto will be adjusted to exclude any significant sums by which COUNTY determines the Agreement Price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such price adjustments must be made within one year following the end of this Agreement.

Section 22 – Counterparts. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final Agreement of the Parties and conclusive proof of such Agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

Section 23 – Scrutinized Companies, pursuant to Section 287.135, F.S.

A. Certification.

1. If this Agreement is for One Million Dollars or more, FIRM certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, FIRM was not then and is not now:
 - a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section [215.473](#), F.S., or
 - b. Engaged in business operations in Cuba or Syria.
2. If this Agreement is for any amount, FIRM certifies that at the time it submitted its bid or proposal for this Agreement or before entering into this Agreement or renewing same, FIRM was not then and is not now:
 - a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section [215.4725](#), F.S. or
 - b. Engaged in a boycott of Israel.

B. Termination, Threshold Amount. COUNTY may, entirely at its option, terminate this Agreement if it is for One Million Dollars and FIRM meets any of the following criteria.

1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and FIRM is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S., or
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section [215.473](#), F.S.
2. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and FIRM is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section [215.473](#), F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.
3. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and FIRM is found to meet any of the following conditions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section [215.473](#), F.S.;
 - c. Been engaged in business operations in Cuba or Syria; or
 - d. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section [215.4725](#), F.S. or is engaged in a boycott of Israel.
4. Was entered into or renewed on or after July 1, 2018, and FIRM is found to meet any of the following prohibitions:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S.;

- b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section [215.473](#), F.S.; or
 - c. Been engaged in business operations in Cuba or Syria.
- C. **Termination, Any Amount.** COUNTY may, entirely at its option, terminate this Agreement if it is for any amount and meets any of the following criteria.
- 1. Was entered into or renewed on or after July 1, 2018, and
 - 2. FIRM is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section [215.4725](#), F.S. or is engaged in a boycott of Israel.
- D. **Comply; Inoperative.** The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

Section 24 – Authority to Obligate. Each person signing this Agreement on behalf of either Party individually warrants that he or she has full legal power to execute this Agreement on behalf of the Party for whom he or she is signing, and bind and obligate such Party with respect to all provisions contained in this Agreement.

Section 25 - FIRM's Basic Duties. By executing this Agreement, FIRM represents to COUNTY that FIRM is professionally qualified to act in the professional capacity for the Project and is licensed to practice by all public entities having jurisdiction over FIRM and the Project. FIRM further represents to COUNTY that it will maintain all necessary licenses, permits or other authorizations necessary to act as the professional representative for the Project until its remaining duties hereunder have been satisfied. FIRM assumes full responsibility to COUNTY for the improper acts and omissions of its consultants or others employed or retained by FIRM in connection with the Project. Execution of this Agreement by FIRM constitutes a representation that it will become familiar with the Project site and the local conditions under which the Project is to be implemented.

Section 26 – Prohibition Against Contingent Fees. The Engineer warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, or individual firm, other than a bona fide employee working solely for the Engineer any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

Section 27 - Bidding/Negotiation Services. FIRM shall assist COUNTY or Construction Manager in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction. Services performed in this phase include reviewing agency submittals and review for permitting.

Section 28 - Construction Administration Services. As a representative of COUNTY, FIRM in conjunction with COUNTY's project management team shall visit the Project site at intervals appropriate to the stage of the FIRM's operations, or as otherwise agreed with COUNTY to become generally familiar with and to keep COUNTY informed about the progress and quality of the portion of the Work completed. FIRM shall determine in general if the Work is being performed in a manner that would indicate that the Work, when fully completed, will be in accordance with this Agreement.

Section 29 - COUNTY's Right to Withhold Payment. In the event that COUNTY in its sole judgment becomes credibly informed that any representations of FIRM are wholly or partially inaccurate, COUNTY may withhold payment of sums then or in the future equal to the amount of the inaccuracy, otherwise due to FIRM until the inaccuracy, and the cause thereof, is corrected to COUNTY's reasonable satisfaction.

Section 30 - Use and Ownership of Documents. The drawings, specifications and other documents or things prepared by FIRM for the Project shall become and be the sole property of COUNTY. FIRM shall be permitted to retain copies thereof for its records and for its future professional endeavors. Such drawings, specifications, and other documents or things are not intended by FIRM for use on other projects by COUNTY or others. COUNTY shall not reuse or make any modifications to the drawings, specifications, and other documents without prior written authorization of FIRM.

Section 31 – Firm Conduct: These Guidelines govern FIRM while doing work on COUNTY property, as well as FIRM's employees, agents, consultants, and others on COUNTY property in connection with the FIRM's work or at the FIRM's express or implied invitation.

- **Courtesy and Respect:** COUNTY is a diverse government institution and it is critical that FIRM and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
- **Language and Behavior:** FIRM and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY property is not permitted under any circumstance.
- **No Weapons, Alcohol, or Drugs:** The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by FIRM or its employees is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.
- **Smoking:** FIRM and its employees are not permitted to smoke in or near any COUNTY buildings.
- **Fraternization:** FIRM and its employees may not fraternize or socialize with COUNTY staff.
- **Appearance:** FIRM and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.

FIRM is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, FIRM will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY property and prohibited actions could result in the immediate termination of any or all of FIRM's contracts with COUNTY.

Section 32 – Sovereign Immunity. Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in the Agreement, any obligation of COUNTY to indemnify FIRM, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of the Agreement.

Section 33 – On-Going Compliance. The Parties acknowledge that the Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of the Agreement. The Parties understand and agree that the Agreement is intended to reflect and require the Parties' compliance with all laws at all times. The Parties expressly and specifically agree to perform the Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

Section 34 – Notices. Except as otherwise provided herein, all written communication between the parties, including all notices, shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be deemed effective if mailed, when deposited in a United States Postal Service mailbox with postage prepaid and if hand delivered, upon personally handing same to the party to whom the notice of other communication is addressed with signed proof of delivery. If otherwise delivered, notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. All parties certify that each has software capable of sending electronic mail read receipts to the other. Any party sending notice by electronic mail acknowledges and accepts the inherent risks that come with same. If notice is delivered in multiple ways, notice shall be considered delivered at the earliest delivery time. FIRM's and COUNTY's representatives and addresses for notice purposes are:

FIRM: Ardurra Group, Inc.
925 SE 17th Street, Ocala, FL 34471
CONTACT PERSON: Christopher Kuzler | Phone: 813-549-2287

COUNTY: Marion County Utilities Management
c/o Marion County, a political subdivision of the State of Florida
601 SE 25th Ave, Ocala, FL 34471

A copy of all notices to COUNTY hereunder shall also be sent to:

Procurement Services Director
Marion County Procurement Services Department

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: ckuzler@ardurra.com and cpigeon@ardurra.com . Designation signifies FIRM's election to accept notices solely by e-mail.

Section 35 – Law, Venue, Waiver of Jury Trial, Attorney's Fees. This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County, Florida, (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial, (3) the prevailing party shall be entitled to recover all of its costs, including attorney fees. This section shall survive the termination of the Agreement.

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:

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA

GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

MICHELLE STONE DATE
CHAIRMAN

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BCC APPROVED: August 6, 2024
24Q-113 | Land Surveying Services

MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

WITNESS:

ARDURRA GROUP, INC.

SIGNATURE

PRINTED NAME

BY: DATE

PRINTED:

ITS: (TITLE)

WITNESS:

SIGNATURE

PRINTED NAME



Marion County

Board of County Commissioners

Agenda Item

File No.: 2024-15844

Agenda Date: 8/6/2024

Agenda No.: 7.3.10.

SUBJECT:

Request Ratification of the Emergency Repair Expenditures as Related to the Marion County Southeastern Livestock Pavilion - Hartman Civil Construction Company, Inc., Ocala, FL (Budget Impact - Neutral: emergency expenditure of \$101,971 as approved in FY 2023-24 budget)

INITIATOR:

Susan Olsen, Director

DEPARTMENT:

Procurement Services

DESCRIPTION/BACKGROUND:

Facilities Management is requesting ratification for an emergency sinkhole remediation repair at Southeastern Livestock Pavilion (SELP). The work involves accessing the damages caused by the sinkhole, grouting, injecting materials into the ground to fill voids and strengthen the soil, and compaction grouting which densifies loose soil. Facilities Management requested quotes from five (5) vendors; two vendors provided all-inclusive quotes, two vendors provided insufficient quotes that did not cover the needs of the repair, and one vendor did not respond to the request.

Due to the emergency nature of the repair, Facilities Management chose to proceed with Hartman Civil Construction Company, Inc., as they were the lowest bidder with the availability to start immediately.

BUDGET/IMPACT:

Neutral; emergency expenditure of \$101,970.45 as approved in FY 2023-24 budget

RECOMMENDED ACTION:

Motion to ratify the emergency repair expenditures as related to the Southeastern Livestock Pavilion sinkhole remediation.

APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE 1 of 1 PAGES

TO OWNER:

Marion County B.O.C.C.
2631 SE Third Street
Ocala, FL 34471

FROM CONTRACTOR:

Hartman Civil Construction Co., Inc.
9200 SW HWY 484
Ocala, FL 34481

PROJECT:

SOUTHEAST LIVESTOCK PAVILION
SINKHOLE REPAIRS

PROJECT MANAGER:

William Phillips
Facilities Management

APPLICATION #: 1

PERIOD TO: 6/18/24

PROJECT NOS:

PURCHASE ORDER NO.

CONTRACT DATE:

Distribution to:

☐ Owner
☒ Proj. Mgr
☐ Architect
☐ Contractor

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM-----	\$	63,870.00
2. Net change by Change Orders-----	\$	48,730.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	112,600.00
4. TOTAL COMPLETED & STORED TO DATE-\$ (Column G on Continuation Sheet)	\$	101,970.45
5. RETAINAGE:		
a. 0% of Completed Work	\$	0.00
b. 0% of Stored Material	\$	0.00
Total Retainage Line (5a + 5b)	\$	0.00
6. TOTAL EARNED LESS RETAINAGE----- (Line 4 less Line 5 Total)	\$	101,970.45
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)-----	\$	0.00
8. CURRENT PAYMENT DUE-----	\$	101,970.45
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	10629.55

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	\$48,730.00	
TOTALS	\$48,730.00	
NET CHANGES by Change Order	\$48,730.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

CONTRACTOR:

By:

President

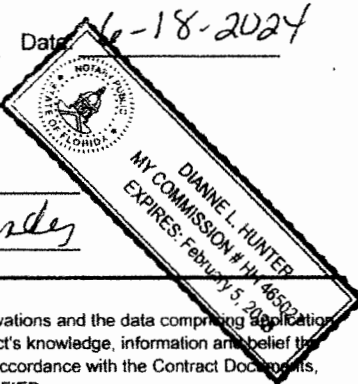
State of: Florida

County of: Marion

Subscribed and sworn to before
me this 18th day of June, 2024

Notary Public:

My Commission expires: 02-05-2028



CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising application the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ----- \$

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

PROJECT MANAGER: By:

By:

Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

Ritcher, Samantha

From: Hartman Civil Construction Co., Inc. <Office@HartmanCivil.com>
Sent: Wednesday, June 19, 2024 11:04 AM
To: Ritcher, Samantha
Cc: Phillips, William; Sweet, Jim; Feger, David
Subject: Re: Pay Request 1 Southeast Livestock Pavilion

CAUTION: THIS MESSAGE IS FROM AN EXTERNAL SENDER

This email originated from outside the organization. Do not click links, open attachments, or share any information unless you recognize the sender and know the content is safe. Report suspicious emails using the "Phish Alert" button in Outlook or contact the Helpdesk.

Samantha:

This will be the one and only pay request for the Southeast Livestock Pavilion Sinkhole Repairs.

Thanks,

Michael A Hartman
Hartman Civil
352-303-4565
office@hartmancivil.com

On Jun 19, 2024, at 10:56 AM, Ritcher, Samantha <Samantha.Ritcher@marionfl.org> wrote:

Good Morning,

Can you confirm that this is the only and final pay application and we can close the PO and release the remaining funds?

Thank you,

<_MC-seal-4C-Rev-19_cba48ea3-e87b-450b-b0b9-d5aeaa4a09a8.png>

Samantha Ritcher
Fiscal Manager
Facilities Management

Marion County Board of County Commissioners
2602 SE Eighth St.
Ocala, FL 34471
Main: 352-671-8750 | Direct: 352-671-8747

Empowering Marion for Success!

Under Florida law, emails to our organization are public records. If you do not want your email reviewed in response to a public records request, contact this office by phone.

Ritcher, Samantha

From: Jayne, Becky
Sent: Wednesday, May 1, 2024 2:36 PM
To: Ritcher, Samantha
Cc: Conard, Caley; Shoemaker, Jodi
Subject: RE: Quote Summary - SELP - Sink Hole Repairs

Due to being sink holes, please have first one that can do the work, fix the sinkholes. We will ratify the repair costs after the fact. We don't want them to set while we try and do an emergency quote; you got what you could. Write emergency sinkhole repair on invoices and send them over with pay request when completed.

Thanks Sam and I hope they are small ones. 😊



Becky Jayne
 Procurement Manager
 Procurement Services

Marion County Board of County Commissioners
 2631 SE Third St.
 Ocala, FL 34471
 Main: | Direct: 352-671-8448

Empowering Marion for Success!

Under Florida law, emails to our organization are public records. If you do not want your email reviewed in response to a public records request, contact this office by phone.

From: Ritcher, Samantha <Samantha.Ritcher@marionfl.org>
Sent: Wednesday, May 1, 2024 2:33 PM
To: Jayne, Becky <Becky.Jayne@marionfl.org>
Subject: Quote Summary - SELP - Sink Hole Repairs

Good Afternoon Miss Becky,

We have a bit of a situation I was wondering if you could shed your best expertise on 😊

There are a few sink holes out at SELP that Bill Phillips reached out to five (5) of our top vendors on for remediation costs.

- Counts did not supply a quote.
- Hartman and Zorn both gave all encompassing quotes that are \$63K and \$72K
- Mud Masters & Salser both gave the cost to mobilize equipment and then unit costs per ton of stabilization and per yard of concrete

All quotes have the variable of unknown when dealing with a sinkhole and how severe it is once remediation begins.

At this junction, how would we proceed forward? I wasn't sure if Procurement needed to put it out or how we would compare unit costs versus overall estimates etc. Being a sinkhole it's kind of time is essence for safety so I wasn't sure if that would also come into play.

I look forward to your response as this one was a bit tricky for me to quantify also.

Thank you so incredibly much!

FOR REVIEW



Marion County

Board of County Commissioners

Agenda Item

File No.: 2024-15836

Agenda Date: 8/6/2024

Agenda No.: 7.3.11.

SUBJECT:

Request Approval of Purchases \$50,000 and Over

INITIATOR:

Susan Olsen, Director

DEPARTMENT:

Procurement Services

DESCRIPTION/BACKGROUND:

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

- 1. Pending Requisition/Cumberland International Trucks, LLC** - Marion County Fleet Services requests approval to purchase one (1) 2025 International MV, 3000 series transmission, 26,000 rear axle with diff lock, 14,000 front axle and suspension, ABS with traction control and ESP, with remaining specifications listed on attached quote. **Total expenditure of (\$210,464). Funds are available in line VJ732522-564101 (Infrastructure Surtax Capital Project Fund) with Project Code STC0732VE** *This meets the competitive bidding requirements under Florida Sheriff's Association Contract #FSA23-VEH 21.*
- 2. Pending Requisition/The Charles Machine Works, Inc.** - Marion County Fleet Services requests approval to purchase one (1) HX50A Vacuum Trailer, 500-gallon debris tank, 200-gallon water tank, hydraulic jack trailer, traffic cone storage, with remaining specifications listed on attached quote. **Total expenditure of (\$119,706.38). Funds are available in line BL400541-564101 (County Transportation Maintenance Fund)** *This meets the competitive bidding requirements under Sourcewell Contract #110421-CMV.*
- 3. Pending Requisition/Altec Industries, Inc.** - Marion County Fleet Services requests approval to purchase two (2) Articulating Aerial Devices with 58' Boom Height-Bucket Trucks, insulated over-center articulating aerial device, hydraulic pole saw with automatic chain oiling, backup camera system, with remaining specifications listed on attached quote. **Total expenditure of (\$416,054). Funds available in line BL400541-564101 (County Transportation Maintenance Fund).** *This meets the competitive bidding requirements under Sourcewell Contract #110421-ALT.*
- 4. Pending Requisition/Chuck's Stokes Electric of Central Fla, Inc.** - Marion County Facilities

Management requests approval to purchase and install a manual service rated transfer switch for the Marion County Sheriff's Office emergency shelter to connect their 80kw / 100kva generator to the building. The purchase includes labor (\$6,750), material (\$14,370), use of a crane truck (\$250), electrical permit (\$150), and the transfer switch (\$39,263). **Total expenditure of \$60,783 (plus up to ten percent [10%] contingency in accordance with the Procurement Manual); funds are available in line CA130562-562101 (MC HEALTH UNIT TRUST FUND). This purchase meets the competitive bidding requirements under 21Q-219-TO-06.**

RECOMMENDED ACTION:

Motion to approve requested purchases.

7/2/2024

Cumberland

TRUCK / IDEALLEASE / BUS / FIRE / SPOTTER

2017 AND 2018 DEALER OF THE YEAR

FLORIDA SHERIFF'S ASSOCIATION Contract - FSA23-VEH21

Customer: Marion County

Date of Quote: 7/3/2024

Specification: 46 Region: Central

Base Price: 2025 INTERNATIONAL MV

Contract Options:

		Qty	Unit Cost	Extended
		1	\$ 80,950.00	\$ 80,950.00
1MEJ	Wheelbase	1	\$ 279.00	\$ 279.00
2AST	14K front axle	1	\$ 471.00	\$ 471.00
3ADD	14K front suspension	1	\$ 600.00	\$ 600.00
4AZS	ABS with traction control and ESP	1	\$ 2,846.00	\$ 2,846.00
4EDN	Air Dryer	1	\$ 360.00	\$ 360.00
4722	DV2 drain valve	1	\$ 132.00	\$ 132.00
5710	Tilt and telescoping steering wheel	1	\$ 370.00	\$ 370.00
6DGC	SPL170 driveline	1	\$ 490.00	\$ 490.00
7BLV	Horizontal exhaust for 4x4	1	\$ 929.00	\$ 929.00
7SDP	Engine compression brake	1	\$ 1,951.00	\$ 1,951.00
8GXK	325 amp alternator	1	\$ 1,086.00	\$ 1,086.00
8HAA	Body Builder wiring to rear of frame	1	\$ 262.00	\$ 262.00
8XHD	Battery Disconnect	1	\$ 369.00	\$ 369.00
8RPS	Blue tooth radio	1	\$ 386.00	\$ 386.00
8WBW	Jump start stud	1	\$ 134.00	\$ 134.00
8XDU	Aluminum battery box	1	\$ 369.00	\$ 369.00
10771	Premium paint color	1	\$ 560.00	\$ 560.00
13BCU	3000 series transmission	1	\$ 6,914.00	\$ 6,914.00
14AHL	26K rear axle with Diff lock	1	\$ 3,026.00	\$ 3,026.00
16SDC	Grab handles	1	\$ 189.00	\$ 189.00
16SMP	2 man Passengers seat	1	\$ 443.00	\$ 443.00
16SSS	Motor and Heated mirrors	1	\$ 503.00	\$ 503.00
16VCA	Red seat belts	1	\$ 40.00	\$ 40.00
Safety	Safety kit	1	\$ 300.00	\$ 300.00
HV4x4	HV 4x4	1	\$ 23,500.00	\$ 23,500.00

Non-Contract Options:

Line-X	Line X floor coating	1	\$ 1,000.00	\$ 1,000.00
Tires	12R22.5 tires with aluminum wheels	1	\$ 3,290.00	\$ 3,290.00
13WAW	Modine oil cooler	1	\$ 700.00	\$ 700.00
12EZC	L9 380 hp engine	1	\$ 10,975.00	\$ 10,975.00
1GBP	Frame reinforcement	1	\$ 1,650.00	\$ 1,650.00
Tank	2500 Water tank	1	\$ 47,000.00	\$ 47,000.00
Paint	Two Tone paint	1	\$ 1,440.00	\$ 1,440.00
MODS	Exhaust mod and Whelen light package	1	\$ 15,000.00	\$ 15,000.00
TOOLBOX	Aluminum Toolbox	1	\$ 1,950.00	\$ 1,950.00

7/2/2024

Cumberland

Pricing

All options whether published or unpublished are offered at a discount to list.

Total:

\$ 210,464.00	\$ 210,464.00
	\$ -
	\$ -
	<u>\$ 210,464.00</u>

Total Purchase Order Amount:

Cab Color:

Red & White

Body Color:

TBD

**included in base price

Prepared By:

Sally Wilson

Cumberland International Trucks LLC

2110 S Division AVE Orlando FL 32805

Office - 407.295.9777 / Fax - 407.295.9727 / Email - swilson@cltte.com



The Charles Machine Works, Inc.
 Ditch Witch Division
 1959 West Fir Avenue
 P.O.Box 66
 Perry, OK 73077
 Phone No : 1-800-654-6481
 Fax No : 580 336 0617
 Email : global@ditchwitch.com

Sold-to Party Address

MARION COUNTY BOCC
 SOURCEWELL MEMBER 116296
 3330 SE MARICAMP ROAD
 Ocala FL 34471-6248

Quotation

Information

Quotation No. 20213038
 Document Date 06/19/2024
 Customer No. 514277
 Dealership DITCH WITCH WORX (PLANT CITY)
 PLANT CITY
 PO _____
 Created by Jon McLarty

Global Account Price Quote Quote Valid until : 07/17/2024

TAXES ARE AN ESTIMATE AT TIME OF QUOTATION-ACTUAL TAX WILL BE CALCULATED AT TIME OF INVOICING. IF TAXES ARE QUOTED AND THIS IS A TAX EXEMPT TRANSACTION, PLEASE PROVIDE TAX EXEMPT CERTIFICATE OR LEASING DETAILS WITH YOUR PURCHASE ORDER.

FOR MODEL SPECIFICATIONS OR OTHER INFORMATION, VISIT OUR WEBSITE AT WWW.DITCHWITCH.COM

Page 1 of 3

Quotation Details

Qty	Material Description	Unit Price	Discount	Amount
1EA	<p>SOURCEWELL CONTRACT 110421-CMW ***** PER SOURCEWELL CONTRACT PLEASE ISSUE PURCHASE ORDER TO: CHARLES MACHINE WORKS 1959 W FIR AVENUE PERRY, OK 73077 *****</p> <p>HX50A - HX50A</p> <p>With the following configuration: Debris Tank 500 Gallon Water Tank 200 Gallons Controls Right Hand Traffic Reverse Flow Yes Hose and Tooling 4 Inch Filter Cyclonic Separator HX Boom Powered 4in Hoses Water Heater No Options 4in 2-1 Tool Options Lance Extension - 48in Options Prospector Digging Lance Options Traffic Cone Storage</p>			101,188.65

Confidentiality Notice:

This quote may contain confidential information. The information is intended only for the individual or entity named. If you are not the intended recipient, please immediately notify us at 1-800-654-6481 to arrange for return of the document.



The Charles Machine Works, Inc.
Ditch Witch Division
1959 West Fir Avenue
P.O.Box 66
Perry, OK 73077
Phone No : 1-800-654-6481
Fax No : 580 336 0617

Sold-to Party Address

MARION COUNTY BOCC
SOURCEWELL MEMBER 116296
3330 SE MARICAMP ROAD
OCALA FL 34471-6248

Quotation

Information

Quotation No. 20213038
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Page 2 of 3

Quotation Details

Qty	Material Description	Unit Price	Discount	Amount
	Options Spare Tire			
	Options Spare Tire Mount			
	Options Trailer Tongue Tool Box			
	Options Water Air Gap			
	Quiet Option Yes			
	Prospector Digging Lance Yes			
	Water Air Gap Yes			
	Traffic Cone Storage Yes			
	Trailer Tongue Tool Box Yes			
	Hydraulic Oil Standard			
	Color Standard			
	Trailer Jack Hydraulic			
1EA	259-1012 - PROSPECTOR EXTENSION, 48"LG W/ FITTING			20.72
1EA	205-1319 - T/W (ST235/85R16)			440.82
1EA	HX50A-PREP - HX50A Vacuum Excavator Prep Ass embly			
1EA	350-3197 - SPARE TIRE CARRIER			357.17
1EA	025-1038 - VT17 500 GAL HEAVY TRAILER			15,079.02

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FOR MODEL SPECIFICATIONS OR OTHER INFORMATION, VISIT OUR WEBSITE AT WWW.DITCHWITCH.COM

Page 3 of 3

Quotation Details

Qty	Material Description	Unit Price	Discount	Amount
		Corporate Account Price		117,086.38
		Total Freight		2,300.00
		Installation Charge		320.00
		Total Amount		\$ 119,706.38

Confidentiality Notice:

This quote may contain confidential information. The information is intended only for the individual or entity named. If you are not the intended recipient, please immediately notify us at 1-800-654-6481 to arrange for return of the document.



Quote Number: 1517867
 Opportunity Number: 23082812
 Sourcewell Contract #: 110421-ALT
 Date: 6/12/2024

Quoted for: Marion County
 Customer Contact: Karen Holgate
 Phone: / Email: 352-671-8572 / karen.holgate@marionfl.org

Quoted by: Gray Whitt
 Phone: / Email: 919-612-9021 / stephen.whitt@altec.com
 Altec Account Manager: Paul Hinson

REFERENCE ALTEC MODEL		Sourcewell Price
LR856	Overcenter Articulating Aerial Device (Insulated)	\$217,437

(A.) SOURCEWELL OPTIONS ON CONTRACT (Unit)

1	LR856-US58	58' Boom Height (LR858)	\$1,680
2			
3			
4			

(A1.) SOURCEWELL OPTIONS ON CONTRACT (General)

1	UTS2	UTS2 - Hydraulic pole saw. Featuring fiberglass poles and automatic chain oiling. Dual-spool (will work on either an opencenter or closed center system) 15" bar 5' handle. No other lengthbar is available.	\$2,692
2	TH2	TOOL HOLDER FOR POLE SAW. Attaches to Boom on Aerial Devices to Keep Tool Accessible and Out of Platform. Attaches to Boom by Means of Non-Conductive Straps and Buckles (Two (2) Pieces).	\$327
3	VCAM	Backup Camera System	\$1,313
4	SPT5	Spotlight, LED. Mounted to Truck. Can Be Directed Wherever Required.	\$613
5			
6			
7			
8			
9			
10			
SOURCEWELL OPTIONS TOTAL:			\$224,062

(B.) OPEN MARKET ITEMS (Customer Requested)

1	UNIT	400 lb capacity	\$4,427
2	UNIT & HYDRAULIC ACC	N/A	\$0
3	BODY	Custom Body ILO Contract Body	\$3,763
4	BODY & CHASSIS ACC	N/A	\$0
5	ELECTRICAL	N/A	\$0
6	FINISHING	N/A	\$0
7	CHASSIS	Custom Chassis ILO Contract Chassis	-\$5,139
8	OTHER	Altec MY 2025 Deduct	-\$19,412
OPEN MARKET OPTIONS TOTAL:			-\$16,361

SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$207,701.00
 Delivery to Customer: \$2,403.00
 Sourcewell Two Unit Discount (1%) -\$2,077.00
 TOTAL FOR UNIT/BODY/CHASSIS: \$208,027.00
 TOTAL TWO UNIT: \$416,054

(C.) ADDITIONAL ITEMS (Items are not included in total above)

1			
2			
3			
4			

Pricing valid for 45 days

NOTES

PRICING: Altec will make every effort to honor this quotation, subject to the following provisions. Prices for equipment with production start dates 12 months and beyond are budgetary only due to irregular cost inflation and market volatility. These prices will be reviewed based on market conditions and confirmed closer to the production date. Quotes and orders with chassis model year beyond the current open order bank, should be considered estimates only. Altec's turn-key pricing is subject to change in accordance with chassis pricing received from the OEM. Chassis model year, specifications and price will be reviewed and confirmed when specific model year information becomes available from the OEM and that chassis price difference will be passed through to the customer.

PAINT COLOR: White to match chassis, unless otherwise specified

WARRANTY: Standard Altec Warranty for Aerials and Derricks - One (1) year parts warranty One (1) year labor warranty Ninety (90)

TO ORDER: To order, please contact the Altec Account Manager listed above.

CHASSIS: Per Altec Commercial Standard

DELIVERY: No later than 14-16 months ARO, FOB Customer Location

TERMS: Net 30 days

BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

TRADE-IN: Please ask your Altec Account Manager for more information

BUILD LOCATION: Creedmoor, NC



Marion County

Board of County Commissioners

Agenda Item

File No.: 2024-15887

Agenda Date: 8/6/2024

Agenda No.: 7.4.1.

SUBJECT:

Request Approval to Declare Parcel Number 4202-024-001 as Surplus and Approve Sale and Purchase Agreement and Statute 125 Deed Between Marion County and Cheap Home Finders, Inc. (Budget Impact - Revenue of \$1,502)

INITIATOR:

Steven Cohoon P.E., County Engineer

DEPARTMENT:

Office of the County Engineer

DESCRIPTION/BACKGROUND:

This is a request to declare Parcel Number 4202-024-001 as surplus, authorize staff to proceed with the sale to Cheap Home Finders, Inc. in the amount of \$1,502 plus closing costs, and execute the Statute 125 Deed. This is a vacant parcel that is approximately 0.07 acres located in Belleview Heights Estates Unit 2, Plat Book F, Page 081 that was acquired as a Tax Deed and staff recommends approval of this bid.

BUDGET/IMPACT:

Sale of Surplus Land AA00364 - 364022 - \$1,502

RECOMMENDED ACTION:

Motion to approve the request to declare Parcel Number 4202-024-001 as Surplus, authorize staff to proceed with the sale, and authorize the Chair and Clerk to execute Sale and Purchase Agreement and Statute 125 Deed.



LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Ringo Heather (Dept) Office of the County Engineer - 4121
(Title) Staff Assistant IV (Phone) 352-671-8699
Signature Heather Ringo Date Tuesday, February 27, 2024

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

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

Description of Request

This is a request to declare Parcel #4202-024-001 located in Belleview Heights Estates Unit 2 as surplus and approve a Sale & Purchase Agreement and Statute 125 Deed between Marion County and Cheap Home Finders, Inc. in the amount of \$1,502 plus closing costs. This parcel was acquired as a Tax Deed and Staff recommend approval of this bid.

For more information or discussion, contact: ☒ Same as above
(Name) _____ (Title) _____ (Phone) _____
Last First

Agenda Item? ☒ Yes ☐ No Agenda Date: Monday, August 5, 2024
Agenda Deadline Date for Legal: Friday, July 5, 2024 Agenda Deadline Date for Admin: Thursday, July 18, 2024

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

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. 2024-570

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 12:51 pm, Jul 02, 2024

Attorney Signature: Thomas Schwartz Date: 7/2/24
Staff Signature: Ashlyn Luck Date: 7/12/24 Returned: ☒ Department ☐ Admin ☐ Completed

This instrument prepared by:
Office of the County Engineer
412 SE 25th Avenue, Bldg 1
Ocala, FL. 34471

June 21, 2024

Return to:
Office of the County Engineer
412 SE 25th Avenue, Bldg 1
Ocala, FL. 34471

Property Appraiser PID No.: #4202-024-001

SALE AND PURCHASE AGREEMENT

THIS **AGREEMENT** is made by and between: **MARION COUNTY**, a Political Subdivision of the State of Florida, hereinafter referred to as **SELLER** and **CHEAP HOME FINDERS, INC.** having a mailing address of PO Box 881655, Port Saint Lucie, FL 34988, hereinafter referred to as **PURCHASER**.

WITNESSETH

For and in consideration of the mutual covenants and conditions herein contained, **SELLER** hereby agrees to sell and **PURCHASER** 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 Tax Parcel I.D. #4202-024-001 incorporated herein by reference and attached as Exhibit 'A'.

II. PURCHASE PRICE

- (a) The Itemized purchase price, fees and costs:

Land and Improvements	\$ <u>1,502.00</u>
Doc Stamps	\$ <u>11.20</u>
Recording Fee	\$ <u>10.00</u>
Other _____	\$ _____
Sub-Total	\$ <u>1,523.20</u>

- (b) Amount to be paid by **PURCHASER** to **SELLER** at closing including fees and costs, \$1,523.20.

III. CONDITIONS AND LIMITATIONS

- (a) It is mutually understood that this Agreement is contingent to and not binding upon the **SELLER** or **PURCHASER** 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 **SELLER** if not ratified and accepted by the Board of County Commissioners and the **PURCHASER** acknowledges and agrees that this provision cannot be waived by **SELLER** or any Agent of **SELLER**.
- (b) **PURCHASER** shall take title subject to: zoning, restrictions, prohibitions and other requirements imposed by governmental authority; and any public utility easement of record.

- (c) Other: Purchaser acknowledges this property and improvements (if any) are purchased in "AS IS" condition. Seller does not warrant title or represent any other state of facts concerning same.

IV. CLOSING DATE

- (a) This transaction shall be closed and the instrument of conveyance delivered on or before (90) days of the date of Board of County Commissioners acceptance, unless extended upon written agreement by both parties. Conveyance shall be by the Statutory Deed found in F.S. 125.411, and PURCHASER shall be responsible for all closing costs, including, but not limited to, recording fees and documentary stamps.

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.

There () is (X) is not an addendum to this agreement.

VI. ENTIRE AGREEMENT

- (a) This agreement shall bind and inure to the benefit of the parties and their successors in interest. This agreement and any exhibits attached hereto constitute the entire agreement between the PURCHASER 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 PURCHASER or SELLER unless in writing and signed by both parties.

[This portion of page intentionally left blank. Signatures to follow.]

IN WITNESS WHEREOF, THE PARTIES have caused these presents to be executed in their respective name(s).


WITNESSES:



(Signature) 06/21/2024
(Date)

Eric Herm 06/21/2024

(Print or type name)




(Signature) 06/21/2024
(Date)

Kimberly Herm 06/21/2024

Print or type name (Date)

PURCHASER: CHEAP HOME FINDERS, INC.



(Signature)

Jeremy Weaver

(Print or type name)

President

(Title)

06/21/2024

(Date)

ATTEST:


GREGORY C. HARRELL,
CLERK OF THE COURT

SELLER:
MARION COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

BY: MICHELLE STONE,
CHAIR

(Date)

FOR USE AND RELIANCE OF
MARION COUNTY ONLY APPROVED
AS TO FORM AND LEGAL SUFFICIENCY:

For: 

COUNTY ATTORNEY

Form GS-S&P

Modified 7-22-2020

EXHIBIT 'A'

Property ID #: 4202-024-001

SEC 11 TWP 17 RGE 22

LOT 1, OF BLOCK 24, OF BELLEVIEW HEIGHTS ESTATES UNIT 2, AS PER PLAT
THEREOF RECORDED IN PLAT BOOK F, PAGE 81, OF THE PUBLIC RECORDS OF
MARION COUNTY, FLORIDA.

THIS INSTRUMENT PREPARED BY:

Office of the County Engineer
412 SE 25th Avenue, Bldg 1
Ocala, FL 34471

RETURN TO:

Office of the County Engineer
412 SE 25th Avenue, Bldg 1
Ocala, FL 34471

Statute 125 Deed

THIS DEED made this _____ day of _____, 20 _____, by **Marion County**, a political subdivision of the State of Florida, whose mailing address is 601 SE 25th Avenue, Ocala, Florida, 34471, ("Grantor") to **Cheap Home Finders, Inc.**, having a mailing address of PO Box 881655, Port Saint Lucie, FL 34988, ("Grantee").

WITNESSETH: That the Grantor, pursuant to Section 125.411, F.S., does not warrant title or represent any other state of facts concerning same for and in consideration of the sum of Ten (\$10.00) Dollars to it paid in hand by Grantee, receipt of which is hereby acknowledged, has granted, bargained and sold to Grantee, its successors and assigns forever, the following described land lying and being in Marion County, Florida, to-wit:

Property ID #: 4202-024-001

SEC 11 TWP 17 RGE 22

LOT 1, OF BLOCK 24, OF BELLEVIEW HEIGHTS ESTATES UNIT 2, AS PER PLAT THEREOF RECORDED IN PLAT BOOK F, PAGE 81, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.

The above described property is subject to all reservations, covenants, conditions, restrictions and easements of record and may be otherwise utilized for uses associated with and under the same ownership as an adjacent parcel consistent with all applicable zoning ordinances and/or restrictions imposed by government authorities, if any. Acceptance and recording of this deed by the party of the second part represents acknowledgement and acceptance of this restriction.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair or Vice Chair of said Board, the day and year first above written.

MARION COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

ATTEST:

BY: MICHELLE STONE, CHAIR

GREGORY C. HARRELL,
CLERK OF THE COURT

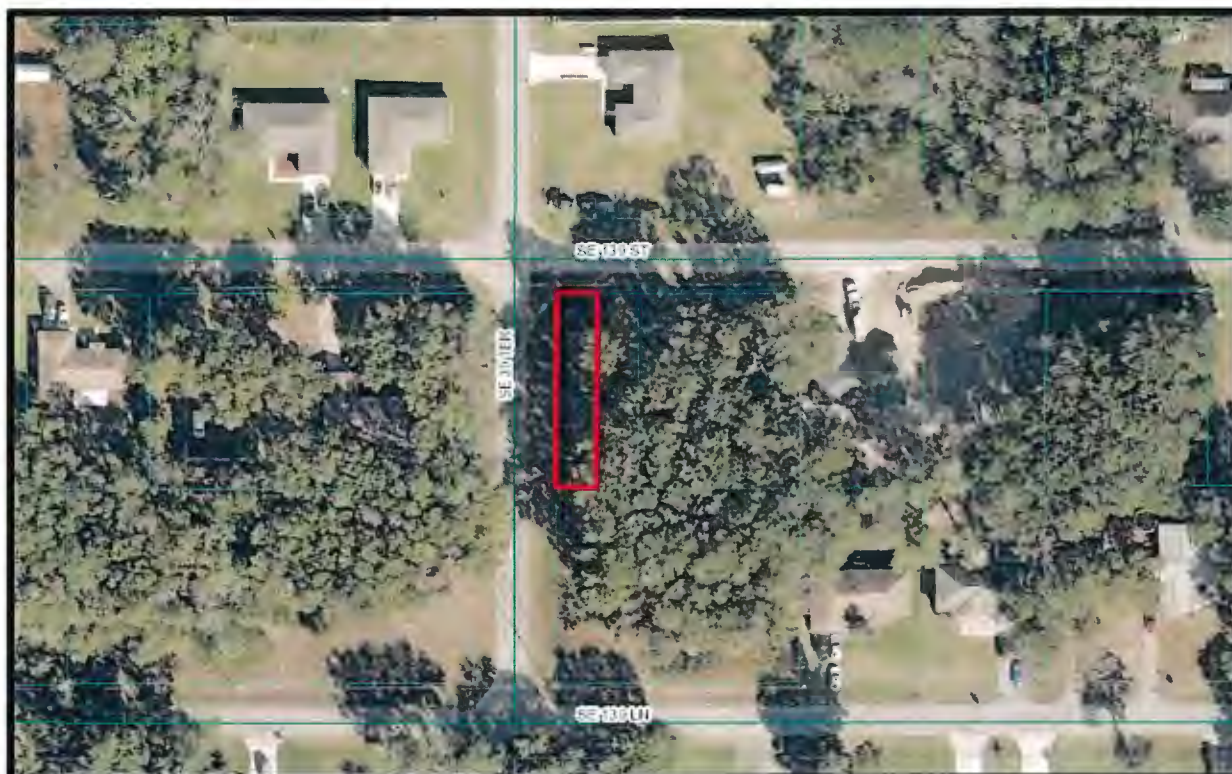
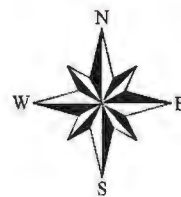
Location Map

Property Identification Number 4202-024-001

.07 Acres +/-

Sec 11 Twp 17 Rge 22

Bellevue Heights Estates Unit 2





Marion County

Board of County Commissioners

Agenda Item

File No.: 2024-15499

Agenda Date: 8/6/2024

Agenda No.: 7.5.1.

SUBJECT:

Request Repeal of Resolution 23-R-680 for Short Water Line Extension Program Project SWL-042 (Applicant - Zitriom, LLC) (Budget Impact - None)

INITIATOR:

Jody Kirkman, P.E., Director

DEPARTMENT:

Utilities

DESCRIPTION/BACKGROUND:

During the December 20, 2023, BCC meeting, the Board approved Resolution 23-R-680 to support the Short Water Line (SWL) program project SWL-042. During review of the required extensions for the Developer's parcels at each end of Bahia Circle (between Pine Rd and Bahia Rd), Marion County Utilities (MCU) realized the opportunity to interconnect the system and improve the hydraulic benefit with a 1,920-foot extension along Bahia Circle. The project was constructed and the Florida Department of Environmental Protection (FDEP) cleared the project on May 29, 2024, after which the Developer's parcels were metered a few days later. The remaining twenty-five benefitting lots were flagged in Resolution 23-R-680 with a \$5,000 capital connection fee (CCF) without expiration through the SWL program's process.

During construction review, it was discovered that SWL-042 project area fell within the proposed American Rescue Plan Act (ARPA) Silver Springs Shores Phase 2 Septic-to-Sewer area. In anticipation of Phase 2 being similar in cost allocation and methodology with the Silver Springs Shores Unit 16, developed parcels are eligible for connections without paying the CCF, which conflicts with the terms of Resolution 23-R-680. Repealing Resolution 23-R-680 relieves the blanket requirement for the twenty-five benefitting lot owners listed in the SWL-042 project area from financial obligations as recorded with, and searchable through, Official Records. The Resolution for Phase 2 is being drafted for a future meeting review and approval and will identify the water and sewer CCFs, establish the developed and undeveloped parcels, and set a timeline for eligible developed parcels to receive the benefit.

BUDGET/IMPACT:

None

RECOMMENDED ACTION:

Motion to approve the recommendation to repeal Resolution 23-R-680.



RESOLUTION NO. 23-R-680

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, TO SUPPORT THE SHORT WATER LINE EXTENSION PROGRAM; PROVIDING CERTAIN FINDINGS AND AUTHORITY; ESTABLISHING THE SHORT WATER LINE EXTENSION PROGRAM SERVICE AREA; ESTABLISHING ONE-TIME CAPITAL CONNECTION FEE FOR THE SERVICE AREA; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on August 17, 2021, the Board of County Commissioners of Marion County, Florida (the "Board") approved a list of proposed projects and expenditures from the ARPA funds, including \$5 million for the development and execution of a Short Water Line Extension Program ("the Program") providing subsidies for qualified applicants seeking water line extensions on a first-come, first-served basis; and

WHEREAS, on October 18, 2022, the Board approved Ordinance No. 22-43, which among other things, established the basic requirements for the Program; and

WHEREAS, while the ARPA funds will provide the initial seed money for the Program, it is anticipated that any lot not yet connected to the System will pay a one-time Capital Connection Fee to fund its portion of the water line extension and those monies will be reinvested into the Program to enable future connections; and

WHEREAS, a developed lot is considered to be occupied, have its final inspection or certificate of occupancy, and may be improved by the Program but not yet connected to the System, subject to the Capital Connection Fee; and

WHEREAS, the Program requires the Board to establish, by Resolution, a one-time Capital Connection Fee establishing a pro-rata share for parcels connecting single family residences participating in the Program and the payment terms and conditions applicable thereto, which may include differing fees for developed and undeveloped lots and differing fees based on the cost and distance of required extensions; and

WHEREAS, on October 18, 2022, during a public hearing, the Board provided direction to consider a cap to the Capital Connection Fee per property, subject to review and change through each Resolution; and



Certified A True Copy
of 6 page document
this 20 day of Dec 2023
GREGORY C. HARRELL
Clerk of Court and Comptroller
By [Signature] D.C.

WHEREAS, property owner ("Owner") qualifies for, and has submitted a completed application to support its participation in the Program, herein attached as **Exhibit A**; and

WHEREAS, the Capital Connection Fee will be reinvested in the Program to help pay costs of the water line extension program and it is anticipated that the Capital Connection Fee 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 "Short Water Main Extension Program Service Areas," where funding is available to cover the water main extension cost; and

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, of the Code of Ordinances of Marion County, Florida ("the Code of Ordinances").

SECTION 3. ESTABLISH THE SHORT WATER LINE EXTENSION PROGRAM SERVICE AREA. Pursuant to Section 19-218 of the Code of Ordinances, the Board hereby designates the following Short Water Line Extension Program Service Area:

Parcels **#9008-0029-03 and 9008-0029-42** and surrounding improved parcels of the water main extension herein attached as **Exhibit B**. 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 of the Code of Ordinances, the one-time Capital Connection Fee will be determined by apportioning the actual cost of this water line extension work using County's bid pricing, herein attached as **Exhibit C** to be served by

the water line extension designed in Exhibit B. In no case shall the pro rata fee be more than five thousand (\$5,000.00) dollars per lot. It is further noted that additional fees may include:

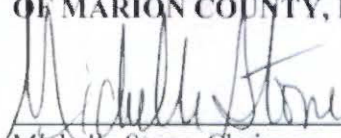
1. Each qualifying applicant will additionally be responsible for the cost of all On-site facilities as defined in Section 19-122.
2. The applicant must pay all applicable costs and fees for the requested short water line extension which may include, without limitation, tap fees and system development 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 short water line extension is subject to all applicable federal, state, and local permits and requirements and any required encroachments

(B) The Capital Connection Fee for this Short Water Line Extension Program Service Area Project SWL-042 is \$5,000.00 per lot.

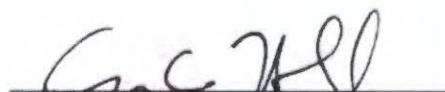
SECTION 5. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

DULY ADOPTED in regular session this 19 day of December, 2023.

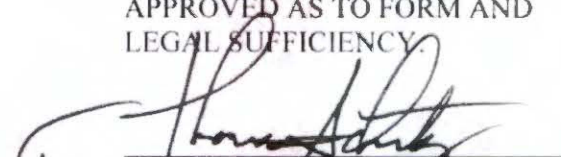
**BOARD OF COUNTY
COMMISSIONERS
OF MARION COUNTY, FLORIDA**


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



Marion County Utilities ("MCU") Short Water Line Extension Program Application and Agreement

Parcel Owner Name Zitriom LLC Phone 407-223-2109
Parcel ID 9008-0029-03 Email Address freedomprocess1@gmail.com

By submitting this Application and Agreement ("Application"), I affirm that I have read, understood and agree to be bound by all provisions of the Marion County Code of Ordinances ("County Code") and Land Development Code, portions of which are highlighted below, and I herein apply to participate in the Short Water Line Extension Program (the "Program") set forth in Chapter 19, Article III, Division 5 of the Marion County Code, all Codes being available to me at _____.

I understand that acceptance by the County of this Application is made by its adoption of a Resolution associated with the subject extension. Upon passage of the Resolution, this Application is considered a binding agreement upon me, and a breach is subject to the legal remedies provided by law, including the retention of fees paid as liquidated damages and/or a lien on the Parcel.

Parcels eligible for the Program must:

1. Be listed in the undersigned's name in the Marion County Property Appraiser's records and if the Parcel Owner is an entity, the entity must be in ACTIVE status with the Florida Department of Corporations, **AND**
2. Be at least 50' but not farther than 500' from a validated MCU water line, **AND**
3. Be within a service area designated in accordance with Section 19-218 of the Marion County Code, **AND**
4. Provide domestic water service to a Single Family Residence that:
 - a. Is onsite and served by a private well, **OR**
 - b. Is vacant and in an active building permit status issued outside the subdivision development process.

In accordance with the Program, I affirm:

1. That both the undersigned and the Parcel meet the conditions of the Program, including the water connection requirements under Land Development Code 6.14.2(B), **AND**
2. Under penalty of having my building permit placed on an inspection hold, I will submit the items below to MCU within 30 days of notification of the County's adoption of this extension's Resolution:
 - a. A new water utility account service agreement with an MCU Billing Specialist, **AND**
 - b. Payment of all applicable connection fees, **AND**
 - c. Payment of the Parcel's calculated capital connection charge based on MCU's design.

I understand: (a) the Program is available on a first-come, first-served basis to applicants with a complete application; (b) final-designed water line extension length is at MCU's sole discretion; (c) the Parcel must be accessible by a publicly maintained right-of-way to serve the water line extension installation; (d) all onsite costs are my responsibility; (e) MCU, in its sole discretion, may cancel the extension Application due to insufficient funds or other reasonable circumstances, and if cancelled, all unused costs paid by the undersigned for this Application will be refunded; and (f) each extension project's capital connection costs are determined on an individual basis; costs associated with this Application are not an indicator of costs for any other parcel(s).

ACCEPTED AND AGREED TO BY OWNER:

OWNER: CARLOS J. RAMIREZ
Printed: Carlos Ramirez Date: 1-19-23

WITNESS: [Signature]
Printed: Yasenia Petit Date: 1-19-23

STATE OF Florida COUNTY OF Orange

This document was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 19 day of January, 2023 by Carlos Ramirez as Manager for Zitriom LLC the party on whose behalf this Application is executed.

NOTARY SEAL

____ personally known to me or who ☒ produced ID (type/# _____).

Signature of Notary Public

COUNTY USE ONLY BELOW THIS LINE

☒ existing SFR with well – OR – Active Building Permit # 2022110462
property appraiser validation ownership
sunbiz active status
connection distance 207 LF linear feet to closest corner

PROJECT ID# 23-SWL 042 RECEIVED BY [Signature] DATE 1/27/2023



SWL-042
EXHIBIT C

PROJECT 248-022 SWL-042 Water Main Est DUE: 11/2/23 3:00PM															
DETAILED TAB															
		VENDOR		Solex Construction		TBC Underground		Zoria Company		Chenwater Solutions		Art Walker Construction		GWP Construction	
		EMAIL		Orlando, FL		Orlando, FL		Orlando, FL		Orlando, FL		Lowell, FL		Orlando, FL	
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1.01	Mobilization and Demobilization	1	LS		\$ 7,008.48		\$ 4,500.00		\$ 7,875.30		\$ 7,350.00		\$ 17,529.13		\$ 17,529.13
1.02	Insurance and Permits	1	LS		\$ 1,439.96		\$ 500.00		\$ 1,412.50		\$ 735.00		\$ 2,552.00		\$ 2,552.00
1.03	Payment and Performance Bonds	1	LS		\$ 4,384.69		\$ 2,500.00		\$ 5,276.75		\$ 5,512.56		\$ 9,780.00		\$ 12,300.00
1.04	Maintenance of Traffic	1	LS		\$ 6,599.80		\$ 3,540.00		\$ 6,700.00		\$ 7,350.00		\$ 14,300.00		\$ 15,760.00
1.05	Construction Survey and Layout	1	LS		\$ 5,399.83		\$ 3,000.00		\$ 6,800.00		\$ 6,815.00		\$ 3,562.95		\$ 25,160.00
2.01	Certified As Built Drawings	1	LS		\$ 2,699.92		\$ 4,000.00		\$ 4,000.00		\$ 2,899.80		\$ 4,219.80		\$ 7,500.00
2.02	Water Main Pressure Testing	1	LS		\$ 7,722.01		\$ 7,500.00		\$ 9,075.00		\$ 5,145.00		\$ 8,796.51		\$ 7,188.00
3.01	8" PVC C900 DR 18	1660	LF	\$ 43.77	\$ 72,658.20	\$ 49.00	\$ 81,340.00	\$ 47.87	\$ 79,664.20	\$ 68.60	\$ 113,876.00	\$ 49.11	\$ 81,555.80	\$ 55.60	\$ 92,296.00
4.01	Directional Drill 8" PVC C900 DR 18	280	LF	\$ 139.39	\$ 39,028.20	\$ 120.00	\$ 33,600.00	\$ 202.34	\$ 56,655.20	\$ 172.70	\$ 48,356.00	\$ 176.12	\$ 49,513.60	\$ 218.00	\$ 61,040.00
5.01	4" Gate Valve and Box	1	EA	\$ 1,540.11	\$ 1,540.11	\$ 1,850.00	\$ 1,850.00	\$ 2,117.93	\$ 2,117.93	\$ 1,814.63	\$ 1,814.63	\$ 1,611.47	\$ 1,611.47	\$ 1,488.60	\$ 1,488.60
5.02	6" Gate Valve and Box	2	EA	\$ 1,880.46	\$ 3,760.92	\$ 2,100.00	\$ 4,200.00	\$ 2,702.00	\$ 5,404.00	\$ 1,914.63	\$ 3,829.26	\$ 1,907.11	\$ 3,814.26	\$ 1,795.60	\$ 3,591.20
5.03	8" Gate Valve and Box	4	EA	\$ 2,607.68	\$ 10,430.72	\$ 3,500.00	\$ 14,000.00	\$ 3,145.67	\$ 12,582.68	\$ 2,824.58	\$ 11,298.32	\$ 2,575.08	\$ 10,300.32	\$ 2,466.90	\$ 9,867.60
5.04	12" Gate Valve and Box	2	EA	\$ 4,471.71	\$ 8,943.42	\$ 6,000.00	\$ 12,000.00	\$ 5,636.34	\$ 11,272.68	\$ 4,622.81	\$ 9,245.62	\$ 4,734.06	\$ 9,468.12	\$ 4,067.50	\$ 8,135.00
6.01	12" x 8" Cross	1	EA	\$ 1,587.59	\$ 1,587.59	\$ 1,000.00	\$ 1,000.00	\$ 4,547.06	\$ 4,547.06	\$ 1,755.41	\$ 1,755.41	\$ 2,672.77	\$ 2,672.77	\$ 2,825.40	\$ 2,825.40
6.02	8" x 8" Cross	1	EA	\$ 1,060.43	\$ 1,060.43	\$ 1,500.00	\$ 1,500.00	\$ 1,862.58	\$ 1,862.58	\$ 1,144.31	\$ 1,144.31	\$ 1,153.91	\$ 1,153.91	\$ 1,381.80	\$ 1,381.80
6.03	8" x 6" Tee	2	EA	\$ 822.40	\$ 1,644.80	\$ 1,800.00	\$ 3,600.00	\$ 1,296.42	\$ 2,592.84	\$ 1,189.34	\$ 2,378.68	\$ 757.88	\$ 1,515.76	\$ 1,715.16	\$ 3,430.32
6.04	8" x 4" Tee	1	EA	\$ 776.38	\$ 776.38	\$ 1,000.00	\$ 1,000.00	\$ 1,195.95	\$ 1,195.95	\$ 903.68	\$ 903.68	\$ 915.51	\$ 915.51	\$ 1,072.80	\$ 1,072.80
6.05	8" 45 Fitting	2	EA	\$ 620.92	\$ 1,241.84	\$ 800.00	\$ 1,600.00	\$ 937.68	\$ 1,875.36	\$ 514.26	\$ 1,028.52	\$ 581.34	\$ 1,162.68	\$ 771.76	\$ 1,543.52
6.06	12" Plug	2	EA	\$ 436.75	\$ 873.50	\$ 500.00	\$ 1,000.00	\$ 1,950.82	\$ 3,901.64	\$ 429.36	\$ 858.72	\$ 447.16	\$ 894.32	\$ 413.50	\$ 827.00
6.07	8" Plug	2	EA	\$ 338.17	\$ 676.34	\$ 150.00	\$ 300.00	\$ 414.66	\$ 829.32	\$ 406.98	\$ 813.96	\$ 357.71	\$ 715.42	\$ 367.50	\$ 735.00
6.08	4" Plug	2	EA	\$ 398.04	\$ 796.08	\$ 300.00	\$ 600.00	\$ 771.24	\$ 1,542.48	\$ 454.52	\$ 909.04	\$ 382.47	\$ 764.94	\$ 383.71	\$ 767.42
6.09	4" Plug	1	EA	\$ 258.28	\$ 258.28	\$ 275.00	\$ 275.00	\$ 247.62	\$ 247.62	\$ 308.20	\$ 308.20	\$ 325.93	\$ 325.93	\$ 293.50	\$ 293.50
7.01	10" x 8" Wet Tap	1	EA	\$ 5,655.56	\$ 5,655.56	\$ 7,500.00	\$ 7,500.00	\$ 7,409.96	\$ 7,409.96	\$ 11,159.69	\$ 11,159.69	\$ 7,711.66	\$ 7,711.66	\$ 8,767.80	\$ 8,767.80
8.01	Short Double Service Assembly	8	EA	\$ 1,127.63	\$ 9,021.04	\$ 1,300.00	\$ 10,400.00	\$ 1,541.85	\$ 12,334.80	\$ 1,280.76	\$ 10,246.08	\$ 1,879.76	\$ 15,038.08	\$ 1,717.20	\$ 13,737.60
8.02	Long Single Water Service Assembly	1	EA	\$ 7,812.24	\$ 7,812.24	\$ 2,500.00	\$ 2,500.00	\$ 2,537.31	\$ 2,537.31	\$ 2,670.90	\$ 2,670.90	\$ 2,807.12	\$ 2,807.12	\$ 1,253.00	\$ 1,253.00
8.03	Long Double Service Assembly	5	EA	\$ 2,260.30	\$ 11,301.50	\$ 3,500.00	\$ 17,500.00	\$ 2,045.08	\$ 10,225.40	\$ 1,824.87	\$ 9,124.35	\$ 2,828.52	\$ 14,142.60	\$ 3,436.00	\$ 17,180.00
9.01	Set Fencing	1505	LF	\$ 2.43	\$ 3,657.15	\$ 1.00	\$ 1,505.00	\$ 3.15	\$ 4,740.75	\$ 3.35	\$ 5,041.75	\$ 1.14	\$ 1,715.70	\$ 1.10	\$ 1,657.50
10.01	Soil	1505	YD	\$ 7.89	\$ 11,859.45	\$ 10.00	\$ 15,050.00	\$ 11.02	\$ 16,582.10	\$ 7.61	\$ 11,453.85	\$ 11.75	\$ 17,683.75	\$ 7.90	\$ 11,889.50
11.01	Asphalt Roadway Removal & Temporary Replacement	115	YD	\$ 38.71	\$ 4,440.65	\$ 100.00	\$ 11,500.00	\$ 32.00	\$ 3,680.00	\$ 154.15	\$ 17,727.25	\$ 19.86	\$ 2,282.10	\$ 71.94	\$ 8,372.10
12.01	Remove and Replace 6" Concrete Sidewalk	5	SY	\$ 758.26	\$ 3,791.30	\$ 750.00	\$ 3,750.00	\$ 367.50	\$ 1,837.50	\$ 586.00	\$ 2,930.00	\$ 693.70	\$ 3,468.50	\$ 500.00	\$ 2,500.00
13.01	8" Bell Restrainer	26	EA	\$ 218.17	\$ 5,672.42	\$ 250.00	\$ 6,500.00	\$ 348.04	\$ 9,049.04	\$ 230.22	\$ 5,985.72	\$ 165.25	\$ 4,296.50	\$ 15,137.70	\$ 3,934.80
14.01	Fire Hydrant Assembly	2	EA	\$ 6,784.87	\$ 13,569.74		\$ 8,000.00		\$ 16,969.75		\$ 10,000.00		\$ 20,000.00		\$ 12,000.00
				TOTAL BID PRICE		\$ 252,602.84		\$ 270,670.00		\$ 303,741.25		\$ 327,113.78		\$ 333,168.50	
				TOTAL PROJECT PRICE		\$ 252,602.84		\$ 270,670.00		\$ 303,741.25		\$ 327,113.78		\$ 333,168.50	

77 percent covered by this project per Exhibit B

714 PARCEL 17757

4.333.66

\$ 10,024.81

\$ 1,249.48

\$ 11,016.58

\$ 12,117.31

\$ 12,117.31

\$ 11,732.89

GREGORY C. HARRELL
MARION COUNTY
CLERK OF COURT & COMPTROLLER

RETAIN RECEIPT FOR YOUR RECORDS

REF:

DATE:12/20/2023
TIME:01:11:30 PM
RECEIPT: 2850104

MARION CO UTILITIES
ACCOUNT #: 468

DUPLICATE RECEIPT

ITEM - 01 GOV
RECD: 12/20/2023 01:12:18 PM
FILE: 2023162136 BK/PG O 8215/886
MARION COUNTY
Recording Fees 52.50
Subtotal 52.50

TOTAL DUE	\$52.50
PAID TOTAL	\$0.00
TOTAL CHARGED	\$52.50

REF #: RESO 23-R-680

Signature_____

REC BY: AD
www.marioncountyclerk.org



Marion County

Board of County Commissioners

Agenda Item

File No.: 2024-15944

Agenda Date: 8/6/2024

Agenda No.: 7.5.2.

SUBJECT:

Request Approval of Resolution to Support Mandatory Connection to Marion County Utilities Sewer Systems Facilities and Voluntary Connection to Marion County Utilities Water System Associated with Silver Springs Shores Phase 2 Program Area (Budget Impact - Neutral)

INITIATOR:

Jody Kirkman, P.E., Director

DEPARTMENT:

Utilities

DESCRIPTION/BACKGROUND:

On April 19, 2022, the Board approved Mandatory Connection to the Marion County Utilities (MCU) System facilities enacted as Section 19-144 of the Marion County Code of Ordinances (Code), which requires mandatory connections in discrete geographical areas of unincorporated Marion County designated by the Board resolution as "Program Areas", where grant funding is available to cover the cost of such connection.

On October 18, 2022, the Board approved the Short Water Line Extension Program enacted as Sections 19-215 through 19-218 of the Code, which encourages voluntary connection to MCU's water system within the same Program Areas, where grant funding is available to cover the cost of such connections.

The resolution being presented provides grant funding for connections associated with the Silver Springs Shores Phase 2 Septic to Sewer Conversion project, which is being established as a Program Area that is subject to mandatory connections to the MCU sewer system and voluntary connection to the MCU water system.

BUDGET/IMPACT:

Neutral

RECOMMENDED ACTION:

Motion to approve and authorize the Chair and Clerk to execute the Resolution to Support Mandatory Connection to Marion County Utilities Sewer System Facilities and Voluntary Connection to Marion County Utilities Water System Associated with Silver Springs Shores Phase 2 Program Area.

FILLABLE FORM



LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Kirkman Jody (Dept) Utilities - 7130
 Last First
 (Title) Director (Phone) Ext. 4626
 Signature [Signature] Date 6/28/24

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

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

Description of Request

Please see attached Resolution providing for grant funding to support voluntary connections to the water main extensions and mandatory connection to the sewer system associated with the Silver Springs Shores Phase 2 Septic to Sewer Conversion ARPA Project. Please review and comment or approve as to form.

Electronic documents will be sent.

For more information or discussion, contact: ☐ Same as above
 (Name) Thomas Mark (Title) Senior Engineer (Phone) Ext. 4624
 Last First

Agenda Item? ☒ Yes ☐ No Agenda Date: Tuesday, July 16, 2024
 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. 2024-567

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 8:34 am, Jul 02, 2024

Attorney Signature: [Signature] Date 7/2/24

Staff Signature: [Signature] Date: 7/2/24 Returned: ☒ Department ☐ Admin ☐ Completed

RESOLUTION NO. 24-R-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, TO SUPPORT THE MANDATORY CONNECTION TO MARION COUNTY UTILITIES SEWER SYSTEMS FACILITIES AND VOLUNTARY CONNECTION TO MARION COUNTY UTILITIES WATER SYSTEM; PROVIDING CERTAIN FINDINGS; PROVIDING CERTAIN DEFINITIONS; ESTABLISHING THE DESIGNATION OF THE SILVER SPRINGS SHORES SEPTIC TO SEWER PHASE 2 PROGRAM AREA; PROVIDING GRANT FUNDING FOR DEVELOPED PROPERTIES WITHIN THE PROGRAM AREA; ESTABLISHING A WATER AND WASTEWATER SURCHARGE FOR UNDEVELOPED PROPERTIES WITHIN THE DESIGNATED PROGRAM AREA; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Marion County, Florida (the “Board”) recognizes that the elimination of septic tank use through a septic to sewer conversion program within the County is the best ecological practice for the environment; and

WHEREAS, the Board desires to address this important environmental concern while mitigating costs to Marion County citizens; and

WHEREAS, to address these issues, on April 19, 2022, the Board approved Mandatory Connection to the Marion County Utilities (“MCU”) System facilities as enacted as Section 19-144 of the Marion County Code of Ordinances (the “Marion County Code”), which among other things, established the basic requirements for the mandatory sewer connection program; and

WHEREAS, to further address the ecological and economic concerns, on October 18, 2022, the Board approved the Short Water Line Extension Program enacted as Sections 19-215 through 19-218 of the Marion County Code, which among other things, encourages the voluntary water connection program; and

WHEREAS, the Board requires mandatory connection to MCU’s sewer System in discrete geographical areas of unincorporated Marion County designated by Board resolution as “Program Areas,” where grant funding is available to cover the cost to the property owner of such connection to Developed Properties and where a surcharge is imposed for Undeveloped Properties; and

WHEREAS, along with this action the Board also encourages voluntary connection to MCU’s water System within the same Program Areas, where grant funding is available to cover the cost to the property owners of such connection to Developed Properties within the Program Area and a surcharge is imposed for Undeveloped Properties; and

WHEREAS, on January 17, 2023, the Board enacted Resolution 23-R-11, which established, among other things, that surcharges should be the pro-rata share based on construction cost (established by bid), not to exceed \$5,000 for connection to MCU's water System and \$12,500 for connection to MCU's sewer System when the projects are entirely funded by grants.

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

SECTION 1. RECITALS. The above recitals are true and correct and are hereby incorporated herein by reference.

SECTION 2. DEFINITIONS. For purposes of this Section, the following definitions shall apply:

- (A) ***Developed Property/Properties*** shall mean a parcel of land located within Marion County and within the Program Area, that has on-site wells and/or septic tanks and that, as of the date of the sewer construction permit issuance by the Florida Department of Environmental Protection for the Program Area, has received from Marion County Building Safety a permit with: (1) a final inspection status; (2) certificate of occupancy ("CO"); or (3) are presently allowed to be occupied, having on-site wells and/or septic tank(s).
- (B) ***Developed Property Owner*** shall mean the Owner of a Developed Property/Properties.
- (C) ***MCU*** shall mean the Marion County Utilities Department.
- (D) ***Program Area*** shall mean the specific subdivision of other geographic area defined herein wherein owners of Developed Properties and Undeveloped Properties are subject to mandatory connection to the MCU sewer System and voluntary connection to the MCU water System.
- (E) ***System*** shall mean MCU's central utility system and may refer to either water or sewer, as applicable.
- (F) ***Undeveloped Property/Properties*** shall mean any parcel of land located within Marion County and within the Program Area which does not meet the definition of Developer Property/Properties above.
- (G) ***Undeveloped Property Owner*** shall mean the Owner of an Undeveloped Property/Properties.

SECTION 3. AUTHORITY. This Resolution is adopted pursuant to the provisions of Chapter 19 – Water and Sewers, Article III. – Water and Wastewater Facilities, Division 2. – Service Availability and Extension; and more specifically Section 144 – Mandatory Connection to Marion County Utility System Facilities, of the Marion County Code and Chapter 19 – Water and Sewers, Article III – Water and Wastewater Facilities, Division 5 – Short Water Line Extension Program of the Marion County Code.

SECTION 4. PROGRAM AREA. Pursuant to Section 19-144 of the Marion County Code, the Board hereby designates the following subdivision or other geographic area wherein owners of Developed Properties will be subject to the mandatory sewer connection provisions of the Code, and where grant funding is provided to property owners to cover the cost of such connection:

- (A) **Silver Springs Shores Septic to Sewer Phase 2 Program Area**, as described and shown by **Exhibit A**; and
- (B) FDEP Notification of Acceptance of Use of General Permit 0445084-001 (Sewer), issued March 4, 2024 as described and shown by **Exhibit B**; and
- (C) Parcel Account Number listing as described and shown by **Exhibit C** identifying development status (Developed Properties vs. Undeveloped Properties) as of the date of the FDEP-issued sewer permit.

SECTION 5. GRANT FUNDING FOR DEVELOPED PROPERTIES.

(A) Sewer Grant Funding for Developed Properties. For Developed Properties within the Program Area that sign a service agreement to connect to the sewer System within ninety (90) days of the date the Developed Property Owner receives notification from MCU that the sewer System is available for connection, all costs for connection costs and abandonment of existing On-Site Sewage Treatment and Disposal System (OSTDS) will be funded by grant funds. Any Developed Property Owner failing to sign a service agreement within the stated time will no longer be eligible for grant funding and any subsequent connection would then be subject to all applicable fees at time of connection to the System.

(B) Water Grant Funding for Developed Properties. Developed Properties within the Program Area are herewith provided a unique opportunity to voluntarily connect to the MCU water System at no cost. To receive this benefit, the Developed Property Owner must enter into a service agreement with MCU within ninety (90) days of the date the Developed Property Owner receives notification from MCU that the water System is available for connection. Any Developed Property Owner failing to sign a service agreement within the stated time will no longer be eligible for grant funding and any subsequent connection would then be subject to all applicable fees at time of connection to the System.

SECTION 6. SURCHARGE FOR UNDEVELOPED PROPERTIES.

(A) Sewer. Pursuant to Section 19-144(h) of the Marion County Code, for Undeveloped Properties located within the Program Area there shall be a surcharge per parcel, whereby one (1) parcel is equivalent to one (1) Equivalent Residential Connection (“ERC”) as defined by Section 19-177 of the Marion County Code unless otherwise so developed, due and payable at the time of signing a service agreement and before connection is made to the sewer System. The dollar amount and basis for the surcharge is established below:

1. The Program Area’s total wastewater infrastructure construction cost is \$17,850,497 (established by bid) and improves 404 parcels for a per-parcel cost equaling \$44,184 per parcel/ERC. Wastewater surcharge/pro rata share shall be County’s actual cost on a per-parcel basis, but the Undeveloped Property

Owner shall not pay more than \$12,500 per parcel as established by the Board in the exercise of its discretion and in accordance with Section 19-144(d) of the Marion County Code during review of this Resolution. Payment of this capped surcharge does not include:

- a. The cost of all On-site facilities as defined in Section 19-122 of the Marion County Code.
 - b. All applicable costs and fees for the requested service which may include, without limitation, tap fees and system development fees as required by MCU.
2. The service connection is subject to all applicable federal, state, and local permits and requirements and any required encroachments.

(B) Water. Pursuant to Section 19-217 of the Marion County Code, for Undeveloped Properties located within the Program Area there shall be a surcharge per parcel, whereby one (1) parcel is equivalent to one (1) Equivalent Residential Connection (“ERC”) as defined by Section 19-177 of the Marion County Code unless otherwise so developed, due and payable at the time of signing a service agreement and before connection is made to the water System., the amount and basis for the surcharge is established below:

1. The Program Area’s total water infrastructure construction cost is \$7,846,368 (established by bid) and improves 393 parcels for a per-parcel cost equaling \$19,965. Water surcharge/pro rata share shall be County’s actual cost on a per-parcel basis, but Owner shall not pay more than \$5,000 per parcel as established by the Board in the exercise of its discretion and in accordance with Section 19-217(b) of the Marion County Code during review of this Resolution. Payment of this capped surcharge does not include:
 - a. The cost of all On-site facilities as defined in Section 19-122 of the Marion County Code.
 - b. All applicable costs and fees for the requested service which may include, without limitation, tap fees and system development fees as required by MCU.
 - c. The service connection is subject to all applicable federal, state, and local permits and requirements and any required encroachments.

SECTION 7. REPEAL OF ANY PORTIONS OF RESOLUTIONS IN CONFLICT.

Any portions of past resolutions of the Board of County Commissioners in conflict with this resolution are hereby repealed.

SECTION 8. SEVERABILITY. If any clause, section or other part of this resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this resolution.

SECTION 9. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

DULY ADOPTED in regular session this 6th day of August, 2024.

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

MICHELLE STONE
CHAIR

ATTEST:

GREGORY C. HARREL
CLERK

FOR THE USE AND RELIANCE OF
MARION COUNTY ONLY,
APPROVED AS TO FORM AND LEGAL
SUFFICIENCY.

MATTHEW GUY MINTER
COUNTY ATTORNEY

Exhibit A
Silver Springs Shores Septic to Sewer Phase 2 Program Area

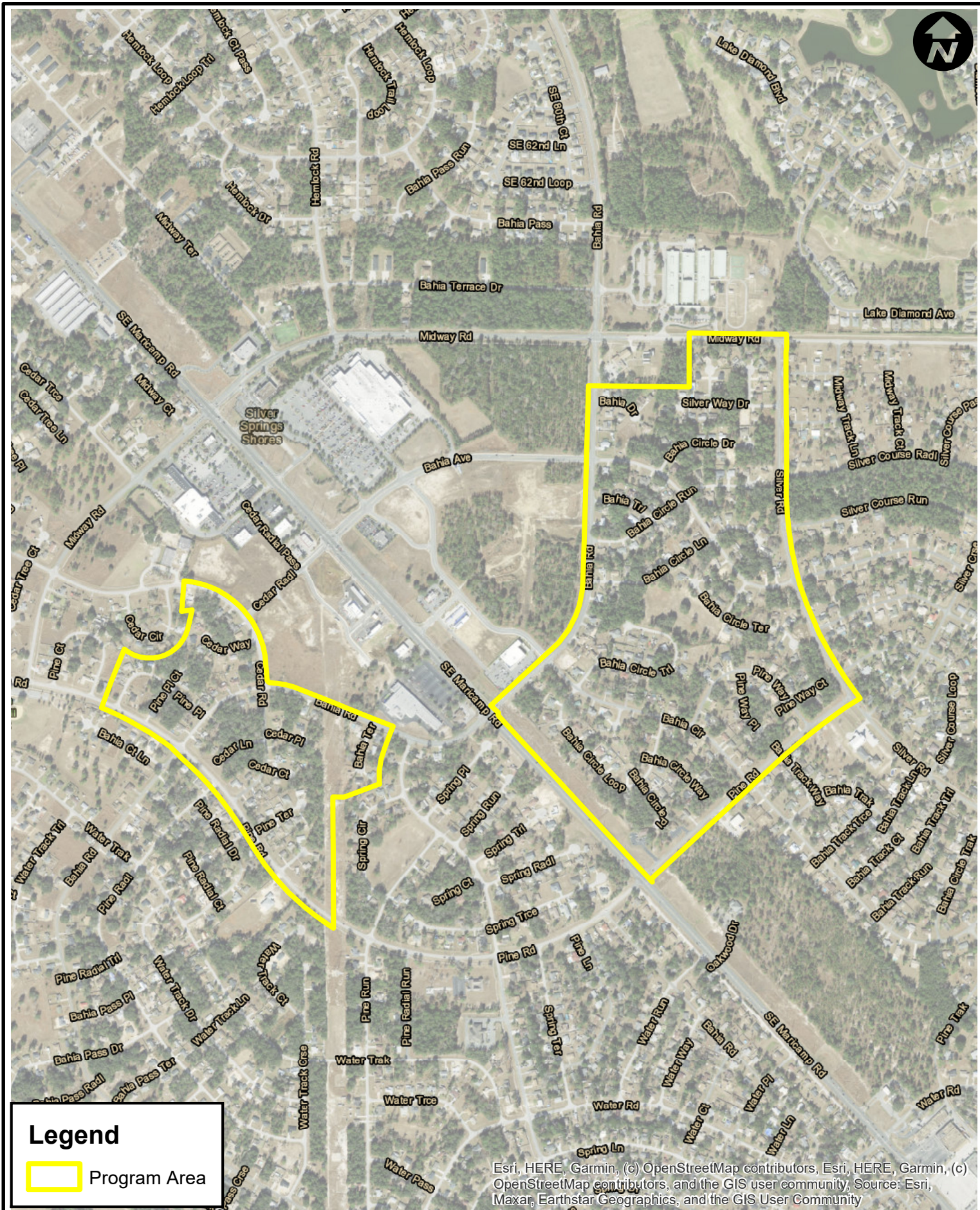


Exhibit A

Silver Springs Shores Septic to Sewer Phase 2 Program Area

Exhibit B

FDEP Notification of Acceptance of Use of General Permit 0445084-001



FLORIDA DEPARTMENT OF Environmental Protection

Central District Office
3319 Maguire Blvd., Suite 232
Orlando, Florida 32803

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

In the Matter of an
Application for Permit by:

PERMITTEE:

Jody Kirkman
Director
Marion County Utilities
11800 South US Highway 441
Ocala, Florida 34480
jody.kirkman@marioncountyfl.org

PERMIT NUMBER: 0445084-001-DWC/CM

ISSUANCE DATE: March 4, 2024

EXPIRATION DATE: March 3, 2029

COUNTY: Marion

PROJECT NAME: Silver Springs Shores
Subdivision

WASTEWATER TREATMENT: MCUD

Silver Springs Shores WWTF

FACILITY ID: FLA296651

NOTICE OF PERMIT ISSUANCE

Enclosed is Permit Number 0445084-001-DWC/CM to construct a domestic wastewater collection/transmission system, issued pursuant to Section 403.087(1), Florida Statutes.

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until a subsequent order of the Department. Because the administrative hearing process is designed to formulate final agency action, the subsequent order may modify or take a different position than this action.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and

- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within **14** days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within **14** days of publication of the notice or within 14 days of receipt of the written notice, whichever occurs first.

You cannot justifiably rely on the finality of this decision unless notice of this decision and the right of substantially affected persons to challenge this decision has been duly published or otherwise provided to all persons substantially affected by the decision. While you are not required to publish notice of this action, you may elect to do so pursuant Rule 62-110.106(10)(a).

The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C. If you do not publish notice of this action, this waiver may not apply to persons who have not received a clear point of entry.

Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us, before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

Executed in Orange County, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



William Craig
Engineering Specialist
Permitting and Waste Cleanup Program

CERTIFICATE OF SERVICE

The undersigned duly designated deputy clerk hereby certifies that this document and all attachments were sent on the filing date below to the following listed persons:

Copies furnished to:

Edward Earnest, PE, Project Manager, Ardurra, eearnest@ardurra.com

Chuck A. Pigeon, P.E., Ardurra, cpigeon@ardurra.com

FDEP: Charles LeGros, Allison Chancy Cothran, William Craig

FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to Section 120.52, F. S., with the designated Department Clerk, receipt of which is hereby acknowledged.



Clerk

March 4, 2024

Date



FLORIDA DEPARTMENT OF Environmental Protection

Central District Office
3319 Maguire Blvd., Suite 232
Orlando, Florida 32803

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

STATE OF FLORIDA DOMESTIC WASTEWATER COLLECTION/TRANSMISSION INDIVIDUAL PERMIT

PERMITTEE:

Jody Kirkman
Director
Marion County Utilities
11800 South US Highway 441
Ocala, Florida 34480
jody.kirkman@marioncountyfl.org

PERMIT NUMBER: 0445084-001-DWC/CM

ISSUANCE DATE: March 4, 2024

EXPIRATION DATE: March 3, 2029

COUNTY: Marion

PROJECT NAME: Silver Springs Shores
Subdivision

WASTEWATER TREATMENT: MCUD
Silver Springs Shores WWTF

FACILITY ID: FLA296651

This permit is issued under the provisions of Chapter 403, Florida Statutes (F.S.), and Chapters 62-4 and 62-604, Florida Administrative Code (F.A.C.).

The above-named permittee is hereby authorized to construct the facilities shown on the application and other documents on file with the Department and made a part hereof and specifically described as follows:

DESCRIPTION OF PROJECT:

Construction of a sewage collection/transmission system serving a 250-unit septic to sewer conversion, generating a flow of 81,200 gpd.

The sewage collection/transmission system shall consist of: A) 27,500 LF of 8-inch PVC gravity main, B) 5,650 LF of 6-inch PVC force main, C) 120 LF of 4-inch PVC force main, D) one dual submersible 275 GPM lift station, E) one dual submersible 260 GPM lift station, and F) associated valves, manholes, and appurtenances.

LOCATION OF PROJECT:

This project is located West and East of the intersection of Bahia Rd. and SE Mericamp Rd., at GPS coordinates 29°06'46.6"N, 82°00'58.5"W, Ocala, Florida, 34480.

IN ACCORDANCE WITH: The limitations, requirements and other conditions set forth in pages 1 through 3 of this permit.

PROJECT NAME: Silver Springs Shores Subdivision

PERMIT NUMBER: 0445084-001-DWC/CM

PERMIT CONDITIONS:

1. This permit is subject to the general conditions of Rule 62-4.160, F.A.C., as applicable. This rule is available at the Department's Internet site at:
<https://www.flrules.org/gateway/ChapterHome.asp?Chapter=62-4> [62-4.160]
2. Upon completion of construction of the collection/transmission system project, and before placing the facilities into operation for any purpose other than testing for leaks or testing equipment operation, the permittee shall obtain clearance from the Department. This clearance may be obtained expeditiously using the Department's Business Portal at <http://www.fldepportal.com/go/> (via "Submit" then "Registration/Notification" and "Submit Notifications to FDEP". The submission is for "Division of Water Resource Management Domestic/Industrial Wastewater" and the submittal type is "Request for Approval to Place a Domestic Wastewater Collection/Transmission System into Operation").

For further clarification contact:

William Craig, (407) 897-4329
3319 Maguire Blvd, Suite 232
Orlando, Florida 32803-3767

3. New or modified collection/transmission facilities can be placed into operation 3 days after Form 62-604.300(3)(b), (adopted and incorporated by reference in paragraph 62-604.300(3)(b), F.A.C., effective October 4, 2021, <http://www.flrules.org/Gateway/reference.asp?No=Ref-13560>), is submitted and received by the Department or delegated local program, provided no substantial deviations are noted on Form 62-604.300(3)(b) and the Department or delegated local program does not notify the permittee of public health or environmental concerns regarding placing the facilities into operation.

When substantial deviations are noted on Form 62-604.300(3)(b), (adopted and incorporated by reference in paragraph 62-604.300(3)(b), F.A.C., effective October 4, 2021), <http://www.flrules.org/Gateway/reference.asp?No=Ref-13560>), new or modified collection/transmission facilities can be placed into operation 10 days after Form 62-604.300(3)(b) is submitted unless the Department or delegated local program notifies the permittee of public health or environmental concerns regarding placing the facilities into operation.
[62-604.700(3) and (4)]

4. Permit revisions shall only be made in accordance with Rule 62-4.050(4)(s), F.A.C. Request for revisions shall be made to the Department in writing and shall include the appropriate fee. Revisions not covered under Rule 62-4.050(4)(s), F.A.C., shall require a new permit. [62-604.600(8)]

PROJECT NAME: Silver Springs Shores Subdivision

PERMIT NUMBER: 0445084-001-DWC/CM

5. Abnormal events shall be reported to the Department's Central District Office in accordance with Rule 62-604.550, F.A.C. For unauthorized spills of wastewater in excess of 1000 gallons per incident, or where information indicates that public health or the environment may be endangered, oral reports shall be provided to the STATE WATCH OFFICE TOLL FREE NUMBER, (800) 320-0519, as soon as practical, but no later than 24 hours from the time the permittee or other designee becomes aware of the circumstances. Unauthorized releases or spills less than 1000 gallons per incident are to be reported orally to the Department's Central District Office within 24 hours from the time the permittee, or other designee becomes aware of the circumstances. The written submission may be provided electronically using the Department's Business Portal at <http://www.fldepportal.com/go/> (via "Submit" followed by "Report" or "Registration/Notification"). [62-604.550]

Executed in Orange County, Florida

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



William Craig
Engineering Specialist
Permitting and Waste Cleanup Program

DATE: March 4, 2024

Exhibit C

Parcel Account Number Listing of Developed and Undeveloped Properties

PARCEL	STATUS ON MARCH 4, 2024
9008-0020-01	Developed
9008-0020-02	Developed
9008-0020-03	Undeveloped
9008-0020-04	Developed
9008-0020-06	Developed
9008-0020-07	Undeveloped
9008-0020-08	Developed
9008-0020-09	Developed
9008-0020-10	Developed
9008-0020-11	Developed
9008-0020-13	Undeveloped
9008-0020-14	Undeveloped
9008-0020-15	Undeveloped
9008-0020-16	Undeveloped
9008-0020-17	Developed
9008-0020-18	Undeveloped
9008-0020-19	Undeveloped
9008-0020-20	Developed
9008-0020-21	Developed
9008-0020-22	Developed
9008-0020-23	Undeveloped
9008-0020-24	Developed
9008-0020-25	Undeveloped
9008-0020-26	Undeveloped
9008-0020-27	Developed
9008-0020-28	Undeveloped
9008-0020-29	Undeveloped
9008-0020-30	Undeveloped
9008-0020-31	Developed
9008-0020-32	Developed
9008-0020-33	Developed
9008-0020-34	Developed
9008-0020-35	Developed
9008-0020-36	Undeveloped
9008-0020-37	Developed
9008-0020-38	Developed
9008-0020-40	Developed
9008-0020-41	Developed
9008-0020-43	Developed
9008-0020-44	Developed
9008-0020-45	Developed
9008-0020-46	Undeveloped
9008-0020-47	Undeveloped
9008-0020-48	Undeveloped
9008-0020-49	Undeveloped
9008-0020-50	Developed
9008-0020-51	Developed

PARCEL	STATUS ON MARCH 4, 2024
9008-0020-52	Developed
9008-0020-53	Developed
9008-0020-54	Developed
9008-0020-55	Developed
9008-0021-01	Developed
9008-0021-02	Undeveloped
9008-0021-03	Developed
9008-0021-04	Undeveloped
9008-0021-05	Developed
9008-0021-06	Undeveloped
9008-0021-07	Undeveloped
9008-0021-08	Undeveloped
9008-0021-09	Developed
9008-0021-10	Developed
9008-0021-11	Developed
9008-0021-12	Developed
9008-0021-13	Undeveloped
9008-0021-14	Developed
9008-0021-15	Undeveloped
9008-0022-01	Developed
9008-0022-02	Undeveloped
9008-0022-03	Developed
9008-0022-04	Developed
9008-0022-05	Developed
9008-0022-06	Undeveloped
9008-0022-07	Developed
9008-0022-08	Developed
9008-0022-09	Developed
9008-0022-10	Developed
9008-0022-11	Developed
9008-0022-12	Undeveloped
9008-0023-01	Developed
9008-0023-02	Developed
9008-0023-03	Undeveloped
9008-0023-04	Undeveloped
9008-0023-05	Developed
9008-0023-06	Undeveloped
9008-0024-01	Developed
9008-0024-02	Developed
9008-0024-03	Developed
9008-0024-04	Developed
9008-0024-05	Developed
9008-0024-06	Developed
9008-0024-07	Developed
9008-0024-08	Developed
9008-0024-09	Undeveloped
9008-0024-10	Undeveloped

PARCEL	STATUS ON MARCH 4, 2024
9008-0024-11	Developed
9008-0024-12	Developed
9008-0024-13	Undeveloped
9008-0024-14	Developed
9008-0024-15	Developed
9008-0024-16	Developed
9008-0024-18	Developed
9008-0024-19	Developed
9008-0024-20	Developed
9008-0025-01	Developed
9008-0025-02	Developed
9008-0025-03	Undeveloped
9008-0025-04	Developed
9008-0025-05	Developed
9008-0025-06	Undeveloped
9008-0025-07	Undeveloped
9008-0025-08	Developed
9008-0025-09	Developed
9008-0025-10	Developed
9008-0025-11	Developed
9008-0025-12	Undeveloped
9008-0025-13	Developed
9008-0025-14	Developed
9008-0025-15	Undeveloped
9008-0025-16	Developed
9008-0025-17	Undeveloped
9008-0025-18	Developed
9008-0025-19	Undeveloped
9008-0025-20	Undeveloped
9008-0026-01	Undeveloped
9008-0026-02	Developed
9008-0026-03	Developed
9008-0026-04	Developed
9008-0026-05	Developed
9008-0026-06	Developed
9008-0026-07	Developed
9008-0026-08	Developed
9008-0026-09	Developed
9008-0026-12	Undeveloped
9008-0026-13	Undeveloped
9008-0026-14	Developed
9008-0026-15	Developed
9008-0026-16	Undeveloped
9008-0026-17	Developed
9008-0026-18	Developed
9008-0026-19	Developed
9008-0026-20	Developed

PARCEL	STATUS ON MARCH 4, 2024
9008-0026-21	Developed
9008-0026-22	Developed
9008-0026-23	Developed
9008-0026-24	Developed
9008-0026-25	Developed
9008-0026-26	Developed
9008-0026-27	Developed
9008-0026-28	Developed
9008-0026-29	Undeveloped
9008-0026-30	Developed
9008-0026-31	Developed
9008-0026-32	Developed
9008-0026-33	Developed
9008-0026-34	Developed
9008-0026-35	Undeveloped
9008-0026-36	Undeveloped
9008-0026-37	Undeveloped
9008-0027-01	Undeveloped
9008-0027-02	Undeveloped
9008-0027-03	Developed
9008-0027-04	Developed
9008-0027-05	Undeveloped
9008-0027-06	Developed
9008-0027-07	Developed
9008-0027-08	Undeveloped
9008-0027-09	Undeveloped
9008-0027-10	Undeveloped
9008-0027-11	Undeveloped
9008-0027-12	Developed
9008-0027-13	Undeveloped
9008-0027-14	Developed
9008-0027-15	Developed
9008-0027-16	Developed
9008-0027-17	Developed
9008-0027-18	Developed
9008-0027-19	Undeveloped
9008-0027-20	Undeveloped
9008-0027-21	Developed
9008-0027-22	Developed
9008-0027-23	Developed
9008-0027-24	Developed
9008-0027-25	Undeveloped
9008-0027-26	Undeveloped
9008-0027-27	Undeveloped
9008-0027-28	Developed
9008-0027-29	Developed
9008-0027-30	Developed

PARCEL	STATUS ON MARCH 4, 2024
9008-0027-31	Developed
9008-0027-32	Developed
9008-0027-33	Developed
9008-0027-34	Undeveloped
9008-0027-35	Developed
9008-0027-37	Developed
9008-0027-38	Developed
9008-0027-39	Developed
9008-0027-40	Undeveloped
9008-0027-41	Undeveloped
9008-0027-42	Undeveloped
9008-0027-43	Developed
9008-0027-44	Developed
9008-0027-45	Developed
9008-0027-46	Undeveloped
9008-0027-47	Developed
9008-0027-48	Developed
9008-0027-49	Developed
9008-0027-50	Developed
9008-0028-01	Developed
9008-0028-02	Developed
9008-0028-03	Developed
9008-0028-04	Developed
9008-0028-05	Undeveloped
9008-0028-06	Developed
9008-0028-07	Developed
9008-0028-08	Undeveloped
9008-0028-09	Developed
9008-0028-10	Developed
9008-0028-11	Developed
9008-0028-12	Developed
9008-0028-13	Developed
9008-0028-14	Undeveloped
9008-0028-15	Undeveloped
9008-0028-16	Developed
9008-0028-17	Undeveloped
9008-0028-18	Undeveloped
9008-0028-19	Developed
9008-0028-20	Developed
9008-0028-21	Developed
9008-0028-22	Developed
9008-0028-23	Undeveloped
9008-0028-24	Developed
9008-0029-01	Undeveloped
9008-0029-02	Undeveloped
9008-0029-03	Undeveloped
9008-0029-04	Developed

PARCEL	STATUS ON MARCH 4, 2024
9008-0029-06	Developed
9008-0029-08	Developed
9008-0029-09	Undeveloped
9008-0029-10	Undeveloped
9008-0029-11	Developed
9008-0029-12	Undeveloped
9008-0029-13	Developed
9008-0029-14	Undeveloped
9008-0029-15	Undeveloped
9008-0029-16	Developed
9008-0029-17	Developed
9008-0029-18	Developed
9008-0029-19	Developed
9008-0029-20	Developed
9008-0029-21	Developed
9008-0029-22	Developed
9008-0029-23	Developed
9008-0029-24	Developed
9008-0029-25	Undeveloped
9008-0029-26	Developed
9008-0029-27	Undeveloped
9008-0029-28	Undeveloped
9008-0029-29	Undeveloped
9008-0029-30	Developed
9008-0029-31	Undeveloped
9008-0029-33	Developed
9008-0029-34	Developed
9008-0029-35	Undeveloped
9008-0029-36	Developed
9008-0029-37	Undeveloped
9008-0029-38	Undeveloped
9008-0029-39	Developed
9008-0029-40	Developed
9008-0029-41	Developed
9008-0029-42	Undeveloped
9008-0029-43	Undeveloped
9008-0029-44	Developed
9008-0029-45	Undeveloped
9008-0029-46	Undeveloped
9008-0030-01	Developed
9008-0030-02	Developed
9008-0030-03	Developed
9008-0030-04	Developed
9008-0030-05	Undeveloped
9008-0030-06	Developed
9008-0030-07	Developed
9008-0030-08	Developed

PARCEL	STATUS ON MARCH 4, 2024
9008-0030-09	Developed
9008-0030-10	Undeveloped
9008-0030-11	Developed
9008-0030-12	Developed
9008-0030-13	Undeveloped
9008-0030-14	Developed
9008-0030-15	Undeveloped
9008-0030-16	Developed
9008-0030-17	Developed
9008-0030-18	Developed
9008-0030-19	Developed
9009-0053-19	Developed
9009-0053-20	Developed
9009-0053-21	Undeveloped
9009-0053-22	Developed
9009-0053-23	Developed
9009-0053-24	Developed
9009-0053-25	Developed
9009-0053-26	Undeveloped
9009-0053-27	Developed
9009-0054-01	Developed
9009-0054-02	Undeveloped
9009-0054-03	Developed
9009-0054-04	Developed
9009-0054-05	Undeveloped
9009-0054-06	Developed
9009-0054-07	Developed
9009-0054-08	Developed
9009-0054-09	Developed
9009-0054-10	Developed
9009-0054-11	Developed
9009-0054-12	Developed
9009-0054-13	Undeveloped
9009-0054-14	Undeveloped
9009-0054-15	Developed
9009-0054-16	Developed
9009-0054-17	Developed
9009-0054-18	Developed
9009-0054-19	Developed
9009-0054-20	Developed
9009-0054-21	Developed
9009-0054-22	Developed
9009-0054-23	Developed
9009-0054-24	Undeveloped
9009-0054-25	Developed
9009-0054-26	Developed
9009-0054-27	Developed

PARCEL	STATUS ON MARCH 4, 2024
9009-0054-28	Developed
9009-0054-29	Undeveloped
9009-0054-30	Developed
9009-0054-31	Undeveloped
9009-0054-32	Developed
9009-0054-33	Undeveloped
9009-0054-34	Developed
9009-0054-35	Undeveloped
9009-0054-36	Undeveloped
9009-0054-37	Undeveloped
9009-0054-38	Developed
9009-0054-39	Developed
9009-0055-01	Developed
9009-0055-02	Developed
9009-0055-03	Undeveloped
9009-0055-04	Undeveloped
9009-0055-05	Undeveloped
9009-0055-06	Undeveloped
9009-0055-07	Developed
9009-0055-08	Developed
9009-0055-09	Undeveloped
9009-0055-10	Developed
9009-0055-11	Undeveloped
9009-0055-12	Undeveloped
9009-0055-13	Developed
9009-0055-14	Developed
9009-0055-15	Undeveloped
9009-0055-16	Undeveloped
9009-0055-17	Developed
9009-0055-18	Developed
9009-0055-19	Developed
9009-0056-01	Developed
9009-0056-02	Developed
9009-0056-03	Undeveloped
9009-0056-04	Undeveloped
9009-0056-05	Developed
9009-0056-06	Undeveloped
9009-0056-07	Developed
9009-0056-08	Undeveloped
9009-0056-09	Undeveloped
9009-0057-01	Undeveloped
9009-0057-02	Developed
9009-0057-03	Developed
9009-0057-04	Developed
9009-0057-05	Developed
9009-0057-06	Undeveloped
9009-0057-07	Undeveloped

PARCEL	STATUS ON MARCH 4, 2024
9009-0057-08	Undeveloped
9009-0057-09	Undeveloped
9009-0057-10	Undeveloped
9009-0057-11	Developed
9009-0057-12	Developed
9009-0057-13	Developed
9009-0057-14	Developed
9009-0057-15	Developed
9009-0057-16	Undeveloped
9009-0057-17	Developed
9009-0057-18	Undeveloped
9009-0057-19	Developed
9009-0057-20	Developed
9009-0057-21	Developed
9009-0057-22	Developed
9009-0057-23	Developed
9009-0057-24	Developed
9009-0057-25	Undeveloped
9009-0057-26	Undeveloped
9009-0058-01	Developed
9009-0058-02	Developed
9009-0058-03	Developed
9009-0058-04	Developed
9009-0058-05	Undeveloped
9009-0058-06	Undeveloped
9009-0058-07	Developed



Marion County

Board of County Commissioners

Agenda Item

File No.: 2024-15973

Agenda Date: 8/6/2024

Agenda No.: 7.5.3.

SUBJECT:

Request Approval of Resolution to Support Mandatory Connection to Marion County Utilities Sewer Systems Facilities and Voluntary Connection to Marion County Utilities Water System Associated with Silver Springs Shores Phase 1 Program Area (Budget Impact - Neutral)

INITIATOR:

Jody Kirkman, P.E., Utilities Director

DEPARTMENT:

Utilities

DESCRIPTION/BACKGROUND:

On April 19, 2022, the Board approved Mandatory Connection to the Marion County Utilities (MCU) System facilities enacted as Section 19-144 of the Marion County Code of Ordinances (Code), which requires mandatory connections in discrete geographical areas of unincorporated Marion County designated by the Board resolution as "Program Areas", where grant funding is available to cover the cost of such connection.

On October 18, 2022, the Board approved the Short Water Line Extension Program enacted as Sections 19-215 through 19-218 of the Code, which encourages voluntary connection to MCU's water system within the same Program Areas, where grant funding is available to cover the cost of such connections.

The resolution being presented provides grant funding for connections associated with the Silver Springs Shores Phase 1 Septic to Sewer Conversion project, which is being established as a Program Area that is subject to mandatory connections to the MCU sewer system and voluntary connection to the MCU water system.

BUDGET/IMPACT:

Neutral

RECOMMENDED ACTION:

Motion to approve and authorize the Chair and Clerk to execute the Resolution to Support Mandatory Connection to Marion County Utilities Sewer System Facilities and Voluntary Connection to Marion County Utilities Water System Associated with Silver Springs Shores Phase 1 Program Area.

FILLABLE FORM



LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Kirkman Jody (Dept) Utilities - 7130
 Last First
 (Title) Director (Phone) Ext. 4626
 Signature [Signature] Date 6/28/24

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

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

Description of Request

Please see attached Resolution providing for grant funding to support voluntary connections to the water main extensions and mandatory connection to the sewer system associated with the Silver Springs Shores Phase 1 Septic to Sewer Conversion ARPA Project. Please review and comment or approve as to form.

Electronic documents will be sent.

For more information or discussion, contact: ☐ Same as above
 (Name) Thomas Mark (Title) Senior Engineer (Phone) Ext. 4624
 Last First

Agenda Item? ☒ Yes ☐ No Agenda Date: Tuesday, July 16, 2024
 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. 2024-566

Assigned to: ☐ Matthew Guy Minter, ☐ Dana E. Olesky, ☒ Thomas Schwartz ☐ Valdoston Shealey
 County Attorney Chief Asst. County Attorney Asst. County Attorney Asst. County Attorney

Outcome:

☒ Approved as to form and legal sufficiency
☐ Approved with revisions: ☐ Suggested ☐ Completed
☐ Other:

Date Received:

RECEIVED

By Marion County Attorney- AT at 8:31 am, Jul 02, 2024

Attorney Signature: [Signature] Date 7/2/24
 Staff Signature: [Signature] Date 7/2/24 Returned: ☒ Department ☐ Admin ☐
 Completed

RESOLUTION NO. 24-R-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, TO SUPPORT THE MANDATORY CONNECTION TO MARION COUNTY UTILITIES SEWER SYSTEMS FACILITIES AND VOLUNTARY CONNECTION TO MARION COUNTY UTILITIES WATER SYSTEM; PROVIDING CERTAIN FINDINGS; PROVIDING CERTAIN DEFINITIONS; ESTABLISHING THE DESIGNATION OF THE SILVER SPRINGS SHORES SEPTIC TO SEWER PHASE 1 PROGRAM AREA; PROVIDING GRANT FUNDING FOR DEVELOPED PROPERTIES WITHIN THE PROGRAM AREA; ESTABLISHING A WATER AND WASTEWATER SURCHARGE FOR UNDEVELOPED PROPERTIES WITHIN THE DESIGNATED PROGRAM AREA; PROVIDING FOR THE REPEAL OF CONFLICTING PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Marion County, Florida (the “Board”) recognizes that the elimination of septic tank use through a septic to sewer conversion program within the County is the best ecological practice for the environment; and

WHEREAS, the Board desires to address this important environmental concern while mitigating costs to Marion County citizens; and

WHEREAS, to address these issues, on April 19, 2022, the Board approved Mandatory Connection to the Marion County Utilities (“MCU”) System facilities as enacted as Section 19-144 of the Marion County Code of Ordinances (the “Marion County Code”), which among other things, established the basic requirements for the mandatory sewer connection program; and

WHEREAS, to further address the ecological and economic concerns, on October 18, 2022, the Board approved the Short Water Line Extension Program enacted as Sections 19-215 through 19-218 of the Marion County Code, which among other things, encourages the voluntary water connection program; and

WHEREAS, the Board requires mandatory connection to MCU’s sewer System in discrete geographical areas of unincorporated Marion County designated by Board resolution as “Program Areas,” where grant funding is available to cover the cost to the property owner of such connection to Developed Properties and where a surcharge is imposed for Undeveloped Properties; and

WHEREAS, along with this action the Board also encourages voluntary connection to MCU’s water System within the same Program Areas, where grant funding is available to cover the cost to the property owners of such connection to Developed Properties within the Program Area and a surcharge is imposed for Undeveloped Properties; and

WHEREAS, on January 17, 2023, the Board enacted Resolution 23-R-11, which established, among other things, that surcharges should be the pro-rata share based on construction cost (established by bid), not to exceed \$5,000 for connection to MCU's water System and \$12,500 for connection to MCU's sewer System when the projects are entirely funded by grants.

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

SECTION 1. RECITALS. The above recitals are true and correct and are hereby incorporated herein by reference.

SECTION 2. DEFINITIONS. For purposes of this Section, the following definitions shall apply:

- (A) ***Developed Property/Properties*** shall mean a parcel of land located within Marion County and within the Program Area, that has on-site wells and/or septic tanks and that, as of the date of the sewer construction permit issuance by the Florida Department of Environmental Protection for the Program Area, has received from Marion County Building Safety a permit with: (1) a final inspection status; (2) certificate of occupancy ("CO"); or (3) are presently allowed to be occupied, having on-site wells and/or septic tank(s).
- (B) ***Developed Property Owner*** shall mean the Owner of a Developed Property/Properties.
- (C) ***MCU*** shall mean the Marion County Utilities Department.
- (D) ***Program Area*** shall mean the specific subdivision of other geographic area defined herein wherein owners of Developed Properties and Undeveloped Properties are subject to mandatory connection to the MCU sewer System and voluntary connection to the MCU water System.
- (E) ***System*** shall mean MCU's central utility system and may refer to either water or sewer, as applicable.
- (F) ***Undeveloped Property/Properties*** shall mean any parcel of land located within Marion County and within the Program Area which does not meet the definition of Developer Property/Properties above.
- (G) ***Undeveloped Property Owner*** shall mean the Owner of an Undeveloped Property/Properties.

SECTION 3. AUTHORITY. This Resolution is adopted pursuant to the provisions of Chapter 19 – Water and Sewers, Article III. – Water and Wastewater Facilities, Division 2. – Service Availability and Extension; and more specifically Section 144 – Mandatory Connection to Marion County Utility System Facilities, of the Marion County Code and Chapter 19 – Water and Sewers, Article III – Water and Wastewater Facilities, Division 5 – Short Water Line Extension Program of the Marion County Code.

SECTION 4. PROGRAM AREA. Pursuant to Section 19-144 of the Marion County Code, the Board hereby designates the following subdivision or other geographic area wherein owners of Developed Properties will be subject to the mandatory sewer connection provisions of the Code, and where grant funding is provided to property owners to cover the cost of such connection:

- (A) **Silver Springs Shores Septic to Sewer Phase 1 Program Area**, as described and shown by **Exhibit A**; and
- (B) FDEP Notification of Acceptance of Use of General Permit 0445186-001 (Sewer), issued February 19, 2024 as described and shown by **Exhibit B**; and
- (C) Parcel Account Number listing as described and shown by **Exhibit C** identifying development status (Developed Properties vs. Undeveloped Properties) as of the date of the FDEP-issued sewer permit.

SECTION 5. GRANT FUNDING FOR DEVELOPED PROPERTIES.

(A) Sewer Grant Funding for Developed Properties. For Developed Properties within the Program Area that sign a service agreement to connect to the sewer System within ninety (90) days of the date the Developed Property Owner receives notification from MCU that the sewer System is available for connection, all costs for connection costs and abandonment of existing On-Site Sewage Treatment and Disposal System (OSTDS) will be funded by grant funds. Any Developed Property Owner failing to sign a service agreement within the stated time will no longer be eligible for grant funding and any subsequent connection would then be subject to all applicable fees at time of connection to the System.

(B) Water Grant Funding for Developed Properties. Developed Properties within the Program Area are herewith provided a unique opportunity to voluntarily connect to the MCU water System at no cost. To receive this benefit, the Developed Property Owner must enter into a service agreement with MCU within ninety (90) days of the date the Developed Property Owner receives notification from MCU that the water System is available for connection. Any Developed Property Owner failing to sign a service agreement within the stated time will no longer be eligible for grant funding and any subsequent connection would then be subject to all applicable fees at time of connection to the System.

SECTION 6. SURCHARGE FOR UNDEVELOPED PROPERTIES.

(A) Sewer. Pursuant to Section 19-144(h) of the Marion County Code, for Undeveloped Properties located within the Program Area there shall be a surcharge per parcel, whereby one (1) parcel is equivalent to one (1) Equivalent Residential Connection (“ERC”) as defined by Section 19-177 of the Marion County Code unless otherwise so developed, due and payable at the time of signing a service agreement and before connection is made to the sewer System. The dollar amount and basis for the surcharge is established below:

1. The Program Area’s total wastewater infrastructure construction cost is \$15,958,091 (established by bid) and improves 475 parcels for a per-parcel cost equaling \$33,596 per parcel/ERC. Wastewater surcharge/pro rata share shall be County’s actual cost on a per-parcel basis, but the Undeveloped Property

Owner shall not pay more than \$12,500 per parcel as established by the Board in the exercise of its discretion and in accordance with Section 19-144(d) of the Marion County Code during review of this Resolution. Payment of this capped surcharge does not include:

- a. The cost of all On-site facilities as defined in Section 19-122 of the Marion County Code.
 - b. All applicable costs and fees for the requested service which may include, without limitation, tap fees and system development fees as required by MCU.
2. The service connection is subject to all applicable federal, state, and local permits and requirements and any required encroachments.

(B) Water. Pursuant to Section 19-217 of the Marion County Code, for Undeveloped Properties located within the Program Area there shall be a surcharge per parcel, whereby one (1) parcel is equivalent to one (1) Equivalent Residential Connection (“ERC”) as defined by Section 19-177 of the Marion County Code unless otherwise so developed, due and payable at the time of signing a service agreement and before connection is made to the water System., the amount and basis for the surcharge is established below:

1. The Program Area’s total water infrastructure construction cost is \$10,691,910 (established by bid) and improves 480 parcels for a per-parcel cost equaling \$22,275. Water surcharge/pro rata share shall be County’s actual cost on a per-parcel basis, but Owner shall not pay more than \$5,000 per parcel as established by the Board in the exercise of its discretion and in accordance with Section 19-217(b) of the Marion County Code during review of this Resolution. Payment of this capped surcharge does not include:
 - a. The cost of all On-site facilities as defined in Section 19-122 of the Marion County Code.
 - b. All applicable costs and fees for the requested service which may include, without limitation, tap fees and system development fees as required by MCU.
 - c. The service connection is subject to all applicable federal, state, and local permits and requirements and any required encroachments.

SECTION 7. REPEAL OF ANY PORTIONS OF RESOLUTIONS IN CONFLICT.

Any portions of past resolutions of the Board of County Commissioners in conflict with this resolution are hereby repealed.

SECTION 8. SEVERABILITY. If any clause, section or other part of this resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this resolution.

SECTION 9. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

DULY ADOPTED in regular session this 16th day of July, 2024.

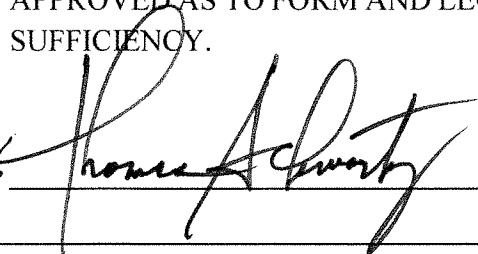
**BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA**

MICHELLE STONE
CHAIR

ATTEST:

GREGORY C. HARREL
CLERK

FOR THE USE AND RELIANCE OF
MARION COUNTY ONLY,
APPROVED AS TO FORM AND LEGAL
SUFFICIENCY.

For: 

MATTHEW GUY MINTER
COUNTY ATTORNEY

Exhibit A

Silver Springs Shores Septic to Sewer Phase 1 Program Area



Exhibit A

Silver Springs Shores Septic to Sewer Phase 1 Program Area

Exhibit B

FDEP Notification of Acceptance of Use of General Permit 0445186-001



FLORIDA DEPARTMENT OF Environmental Protection

Central District Office
3319 Maguire Blvd., Suite 232
Orlando, Florida 32803

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

In the Matter of an
Application for Permit by:

PERMITTEE:

Mr. Jody Kirkman, PE
Director
Marion County Utilities
11800 S US Hwy 441
Bellevue, FL 34420
jody.kirkman@marionfl.org

PERMIT NUMBER: 0445186-001-DWC/CM

ISSUANCE DATE: February 19, 2024

EXPIRATION DATE: February 18, 2029

COUNTY: Marion

PROJECT NAME: Silver Springs Shores Septic
to Sewer Connection

WASTEWATER TREATMENT: MCUD

Silver Springs Shores WRF

FACILITY ID: FLA296651

NOTICE OF PERMIT ISSUANCE

Enclosed is Permit Number 0445186-001-DWC/CM to construct a domestic wastewater collection/transmission system, issued pursuant to Section 403.087(1), Florida Statutes.

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until a subsequent order of the Department. Because the administrative hearing process is designed to formulate final agency action, the subsequent order may modify or take a different position than this action.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

- (a) The name and address of each agency affected and each agency's file or identification number, if known;
- (b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
- (c) A statement of when and how the petitioner received notice of the agency decision;
- (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
- (e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
- (f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and

- (g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within **14** days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within **14** days of publication of the notice or within 14 days of receipt of the written notice, whichever occurs first.

You cannot justifiably rely on the finality of this decision unless notice of this decision and the right of substantially affected persons to challenge this decision has been duly published or otherwise provided to all persons substantially affected by the decision. While you are not required to publish notice of this action, you may elect to do so pursuant Rule 62-110.106(10)(a).

The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C. If you do not publish notice of this action, this waiver may not apply to persons who have not received a clear point of entry.

Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us, before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

Executed in Orlando, Florida.

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



Charles LeGros
Environmental Consultant
Permitting and Waste Cleanup Program

CERTIFICATE OF SERVICE

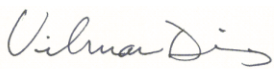
The undersigned duly designated deputy clerk hereby certifies that this document and all attachments were sent on the filing date below to the following listed persons:

Copies furnished to:

Alex Dunko, PE, Q. Grady Minor & Associates, PA, adunko@gradyminor.com
FDEP: Charles LeGros, Allison Chancy, Reggie Phillips

FILING AND ACKNOWLEDGMENT

FILED, on this date, pursuant to Section 120.52, F. S., with the designated Department Clerk, receipt of which is hereby acknowledged.



Clerk

February 19, 2024

Date



FLORIDA DEPARTMENT OF Environmental Protection

Central District Office
3319 Maguire Blvd., Suite 232
Orlando, Florida 32803

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

STATE OF FLORIDA DOMESTIC WASTEWATER COLLECTION/TRANSMISSION INDIVIDUAL PERMIT

PERMITTEE:

Mr. Jody Kirkman, PE
Director
Marion County Utilities
11800 S US Hwy 441
Bellevue, FL 34420
jody.kirkman@marionfl.org

PERMIT NUMBER: 0445186-001-DWC/CM

ISSUANCE DATE: February 19, 2024

EXPIRATION DATE: February 18, 2029

COUNTY: Marion

PROJECT NAME: Silver Springs Shores Septic
to Sewer Connection

WASTEWATER TREATMENT: MCUD

Silver Springs Shores WRF

FACILITY ID: FLA296651

This permit is issued under the provisions of Chapter 403, Florida Statutes (F.S.), and Chapters 62-4 and 62-604, Florida Administrative Code (F.A.C.).

The above-named permittee is hereby authorized to construct the facilities shown on the application and other documents on file with the Department and made a part hereof and specifically described as follows:

DESCRIPTION OF PROJECT:

Construction of a sewage collection/transmission system serving a infrastructure project connecting 399 homes which currently are on septic, generating a flow of 79,800 gpd.

The sewage collection/transmission system shall consist of: A) 26,500 LF of 8 inch PVC gravity main, B) 4,100 LF of 6 inch PVC force main, C) one 212 duplex lift station, and D) associated manholes, valves and appurtenances.

LOCATION OF PROJECT:

This project is located near Bahia Road South to Bahia CT Run, Spring Road to Bahia Ct Track, Ocala, Marion County, Florida.

IN ACCORDANCE WITH: The limitations, requirements and other conditions set forth in pages 1 through 3 of this permit.

PROJECT NAME: Silver Springs Shores Septic to Sewer Connection

PERMIT NUMBER: 0445186-001-DWC/CM

PERMIT CONDITIONS:

1. This permit is subject to the general conditions of Rule 62-4.160, F.A.C., as applicable. This rule is available at the Department's Internet site at:
<https://www.flrules.org/gateway/ChapterHome.asp?Chapter=62-4> [62-4.160]
2. Upon completion of construction of the collection/transmission system project, and before placing the facilities into operation for any purpose other than testing for leaks or testing equipment operation, the permittee shall obtain clearance from the Department. This clearance may be obtained expeditiously using the Department's Business Portal at <http://www.fldepportal.com/go/> (via "Submit" then "Registration/Notification" and "Submit Notifications to FDEP". The submission is for "Division of Water Resource Management Domestic/Industrial Wastewater" and the submittal type is "Request for Approval to Place a Domestic Wastewater Collection/Transmission System into Operation").
3. New or modified collection/transmission facilities can be placed into operation 3 days after Form 62-604.300(3)(b), (adopted and incorporated by reference in paragraph 62-604.300(3)(b), F.A.C., effective October 4, 2021, <http://www.flrules.org/Gateway/reference.asp?No=Ref-13560>), is submitted and received by the Department or delegated local program, provided no substantial deviations are noted on Form 62-604.300(3)(b) and the Department or delegated local program does not notify the permittee of public health or environmental concerns regarding placing the facilities into operation.

When substantial deviations are noted on Form 62-604.300(3)(b), (adopted and incorporated by reference in paragraph 62-604.300(3)(b), F.A.C., effective October 4, 2021), <http://www.flrules.org/Gateway/reference.asp?No=Ref-13560>), new or modified collection/transmission facilities can be placed into operation 10 days after Form 62-604.300(3)(b) is submitted unless the Department or delegated local program notifies the permittee of public health or environmental concerns regarding placing the facilities into operation.
[62-604.700(3) and (4)]

4. Permit revisions shall only be made in accordance with Rule 62-4.050(4)(s), F.A.C. Request for revisions shall be made to the Department in writing and shall include the appropriate fee. Revisions not covered under Rule 62-4.050(4)(s), F.A.C., shall require a new permit. [62-604.600(8)]

PROJECT NAME: Silver Springs Shores Septic to Sewer Connection

PERMIT NUMBER: 0445186-001-DWC/CM

5. Abnormal events shall be reported to the Department's Central District Office in accordance with [Rule 62-604.550, F.A.C.](#) For unauthorized spills of wastewater in excess of 1000 gallons per incident, or where information indicates that public health or the environment may be endangered, oral reports shall be provided to the STATE WATCH OFFICE TOLL FREE NUMBER, (800) 320-0519, as soon as practical, but no later than 24 hours from the time the permittee or other designee becomes aware of the circumstances. Unauthorized releases or spills less than 1000 gallons per incident are to be reported orally to the Department's Central District Office within 24 hours from the time the permittee, or other designee becomes aware of the circumstances.

The oral notification shall be followed by a written submission, which shall be provided within five days of the time that the owner/operator becomes aware of the circumstances. The written submission shall contain: a description of the spill, release or abnormal event and its cause; the period and duration of noncompliance including exact dates and times, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; clean-up actions taken and status; steps taken or planned to reduce, eliminate, and prevent recurrence; the type of sanitary sewer overflow structure (e.g., manhole); the discharge location address and latitude/longitude; type of water discharged; discharge volumes and volumes recovered; volume discharged to surface waters and receiving waterbody name; types of human health and environmental impacts of the sanitary sewer overflow (e.g., beach closure); whether the noncompliance was caused by a third party (e.g., contractor); and, whether the sanitary sewer overflow was related to wet weather. The written submission shall be provided electronically. Electronic submission is available using the [Department's Business Portal](#) at <https://www.fldepportal.com/go/> (via "Submit" followed by "Report" or "Registration/Notification").

In accordance with Section 403.077, F.S., unauthorized releases or spills reportable to the State Watch Office shall also require a public notice of pollution report. Reporting may be made or by reporting electronically using the [Department's Business Portal](#) at <https://www.fldepportal.com/go/> (via "Submit" followed by "Report" or "Registration/Notification") and selecting the option to also submit the public notice of pollution report, or reporting may be made to the [Department's Public Notice of Pollution](#) web page at <https://floridadep.gov/pollutionnotice>. [62-604.550]

ADDITIONAL INFORMATION:

Once a collection/transmission system is cleared for operation, the provisions below shall be met by the owner/operator of the system in accordance with [Rule 62-604.500, F.A.C.](#)

1. All collection/transmission systems shall be operated and maintained to provide uninterrupted service. All pump stations shall be operated and maintained to provide the emergency pumping capability requirements in paragraph 62-604.400(2)(a), F.A.C., the lightning and transient voltage surge protections in paragraph 62-604.400(2)(b), F.A.C., and the design and signage requirements in paragraph 62-604.400(2)(d), F.A.C. Also, all equipment, pipes, manholes, pump stations, and other appurtenances necessary for the collection/transmission of domestic wastewater, including equipment provided pursuant to subsection 62-604.400(2), F.A.C., shall be maintained to function as intended. [62-604.500(2) and (3)]
2. The owner/operator of a collection/transmission system shall evaluate and update the emergency response plan portion of the operation and maintenance manual annually. The emergency response

PROJECT NAME: Silver Springs Shores Septic to Sewer Connection

PERMIT NUMBER: 0445186-001-DWC/CM

plan shall assess system security including cybersecurity; water quality monitoring for sanitary sewer overflows affecting surface waters; and, hurricane and severe storm preparedness and response. [62-604.500(4)]

3. Collection/transmission systems shall be maintained to minimize excessive infiltration and inflow into the collection/transmission system, as well as excessive leakage from the collection/transmission system. The owner/operator of a collection/transmission system shall take corrective actions when infiltration, inflow, or leakage is excessive. Infiltration and inflow are considered excessive if one or both cause or contribute to sanitary sewer overflows. Leakage, or exfiltration, is considered excessive if it causes or contributes to a violation of surface water quality standards or ground water quality standards. [62-604.500(5)]
4. All collection/transmission systems shall be operated and maintained to prevent sanitary sewer overflows. Owners/operators shall evaluate the cause of all sanitary sewer overflows and evaluate potential corrective measures to avoid future sanitary sewer overflows. Corrective actions shall be taken by the owner/operator of the collection/transmission system if excessive inflow and infiltration causes or contributes to a sanitary sewer overflow. The owner/operator of a satellite collection system shall take corrective actions for a sanitary sewer overflow in the receiving collection system caused by excessive inflow and infiltration in the satellite collection system. [62-604.500(6)]
5. The approved Operation and Maintenance Manual and emergency response plan pursuant to [Rule 62-604.500\(4\), F.A.C.](#), shall be kept available at a site convenient for use by operation and maintenance personnel and for inspection by the Florida Department of Environmental Protection personnel. [62-604.500(4)]

Executed in Orlando, Florida

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



Charles LeGros
Environmental Consultant
Permitting and Waste Cleanup Program

DATE: February 19, 2024

Exhibit C

Parcel Account Number Listing of Developed and Undeveloped Properties

PARCEL	STATUS ON FEB. 19, 2024
9009-0048-01	Developed
9009-0048-02	Developed
9009-0048-03	Developed
9009-0048-04	Developed
9009-0048-05	Developed
9009-0048-06	Developed
9009-0048-07	Developed
9009-0048-08	Developed
9009-0048-09	Developed
9009-0048-10	Undeveloped
9009-0048-11	Undeveloped
9009-0048-12	Developed
9009-0048-13	Developed
9009-0048-14	Developed
9009-0048-15	Undeveloped
9009-0048-16	Developed
9009-0048-17	Undeveloped
9009-0048-18	Developed
9009-0048-19	Undeveloped
9009-0048-20	Undeveloped
9009-0048-21	Undeveloped
9009-0048-22	Developed
9009-0048-23	Developed
9009-0048-24	Undeveloped
9009-0048-25	Developed
9009-0048-26	Developed
9009-0048-27	Developed
9009-0048-28	Undeveloped
9009-0048-29	Developed
9009-0048-30	Undeveloped
9009-0048-31	Developed
9009-0048-32	Undeveloped
9009-0049-01	Developed
9009-0049-02	Developed
9009-0049-03	Developed
9009-0049-04	Undeveloped
9009-0049-05	Developed
9009-0049-06	Developed
9009-0049-07	Developed
9009-0049-08	Developed
9009-0049-09	Undeveloped
9009-0049-10	Developed
9009-0049-11	Developed
9009-0049-12	Undeveloped
9009-0049-13	Undeveloped
9009-0049-14	Developed
9009-0049-15	Developed

PARCEL	STATUS ON FEB. 19, 2024
9009-0049-16	Developed
9009-0049-17	Undeveloped
9009-0049-18	Developed
9009-0049-19	Undeveloped
9009-0049-20	Developed
9009-0049-21	Developed
9009-0049-23	Undeveloped
9009-0049-24	Developed
9009-0049-25	Developed
9009-0049-26	Developed
9009-0049-27	Developed
9009-0049-28	Developed
9009-0049-29	Developed
9009-0049-30	Developed
9009-0049-31	Developed
9009-0049-32	Developed
9009-0049-33	Developed
9009-0049-34	Undeveloped
9009-0049-35	Developed
9009-0049-36	Undeveloped
9009-0049-37	Developed
9009-0049-38	Developed
9009-0049-39	Undeveloped
9009-0049-40	Developed
9009-0050-01	Undeveloped
9009-0050-02	Developed
9009-0050-03	Developed
9009-0050-04	Developed
9009-0050-05	Developed
9009-0050-06	Developed
9009-0050-07	Developed
9009-0050-08	Developed
9009-0050-09	Undeveloped
9009-0050-10	Developed
9009-0050-11	Developed
9009-0050-12	Developed
9009-0050-13	Undeveloped
9009-0050-14	Developed
9009-0050-15	Undeveloped
9009-0050-16	Undeveloped
9009-0050-17	Developed
9009-0050-18	Developed
9009-0050-19	Developed
9009-0050-20	Developed
9009-0050-21	Developed
9009-0050-22	Developed
9009-0050-23	Undeveloped

PARCEL	STATUS ON FEB. 19, 2024
9009-0050-24	Undeveloped
9009-0050-25	Developed
9009-0050-26	Developed
9009-0050-27	Developed
9009-0050-28	Developed
9009-0050-29	Developed
9009-0050-30	Developed
9009-0050-31	Developed
9009-0050-32	Developed
9009-0050-33	Developed
9009-0051-01	Developed
9009-0051-02	Developed
9009-0051-03	Developed
9009-0051-04	Developed
9009-0051-05	Developed
9009-0051-06	Developed
9009-0051-07	Undeveloped
9009-0051-08	Developed
9009-0051-09	Developed
9009-0051-10	Undeveloped
9009-0051-11	Undeveloped
9009-0051-12	Undeveloped
9009-0051-13	Undeveloped
9009-0051-14	Undeveloped
9009-0051-15	Developed
9009-0051-16	Developed
9009-0051-17	Developed
9009-0051-18	Undeveloped
9009-0051-19	Developed
9009-0051-20	Undeveloped
9009-0051-21	Developed
9009-0051-22	Developed
9009-0051-23	Developed
9009-0051-24	Undeveloped
9009-0052-01	Developed
9009-0052-02	Developed
9009-0052-03	Developed
9009-0052-04	Developed
9009-0053-01	Developed
9009-0053-02	Undeveloped
9009-0053-03	Undeveloped
9009-0053-04	Undeveloped
9009-0053-05	Undeveloped
9009-0053-06	Developed
9009-0053-07	Developed
9009-0053-08	Developed
9009-0053-09	Developed

PARCEL	STATUS ON FEB. 19, 2024
9009-0053-10	Developed
9009-0053-11	Developed
9009-0053-12	Developed
9009-0053-13	Developed
9009-0053-14	Developed
9009-0053-15	Developed
9009-0053-16	Undeveloped
9009-0053-17	Developed
9009-0053-18	Developed
9016-0000-03	Developed
9016-0209-01	Developed
9016-0209-04	Undeveloped
9016-0209-05	Undeveloped
9016-0209-06	Developed
9016-0209-07	Undeveloped
9016-0209-08	Undeveloped
9016-0209-09	Developed
9016-0209-10	Undeveloped
9016-0209-11	Developed
9016-0209-12	Undeveloped
9016-0209-13	Developed
9016-0210-01	Developed
9016-0210-02	Developed
9016-0210-03	Developed
9016-0210-04	Undeveloped
9016-0210-05	Undeveloped
9016-0211-01	Developed
9016-0211-02	Undeveloped
9016-0211-03	Developed
9016-0211-04	Developed
9016-0211-05	Developed
9016-0211-06	Undeveloped
9016-0211-07	Developed
9016-0211-08	Developed
9016-0211-09	Undeveloped
9016-0211-10	Developed
9016-0211-11	Developed
9016-0212-01	Undeveloped
9016-0212-02	Developed
9016-0212-03	Developed
9016-0212-04	Developed
9016-0212-05	Undeveloped
9016-0212-06	Undeveloped
9016-0212-07	Developed
9016-0212-08	Developed
9016-0212-09	Developed
9016-0212-10	Undeveloped

PARCEL	STATUS ON FEB. 19, 2024
9016-0212-11	Undeveloped
9016-0212-12	Developed
9016-0212-13	Undeveloped
9016-0212-14	Developed
9016-0212-15	Developed
9016-0212-16	Undeveloped
9016-0212-17	Undeveloped
9016-0213-01	Developed
9016-0213-02	Undeveloped
9016-0213-03	Undeveloped
9016-0213-04	Undeveloped
9016-0213-05	Developed
9016-0213-06	Undeveloped
9016-0213-07	Developed
9016-0213-08	Developed
9016-0213-09	Developed
9016-0213-10	Developed
9016-0213-11	Undeveloped
9016-0213-12	Developed
9016-0213-13	Developed
9016-0213-14	Undeveloped
9016-0213-15	Undeveloped
9016-0213-16	Undeveloped
9016-0213-17	Undeveloped
9016-0213-18	Undeveloped
9016-0213-19	Developed
9016-0213-20	Developed
9016-0214-01	Developed
9016-0214-02	Undeveloped
9016-0214-03	Developed
9016-0214-04	Developed
9016-0214-05	Undeveloped
9016-0214-06	Undeveloped
9016-0214-08	Developed
9016-0214-09	Developed
9016-0214-10	Undeveloped
9016-0214-11	Undeveloped
9016-0214-12	Undeveloped
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9016-0215-01	Developed
9016-0215-02	Developed
9016-0215-03	Undeveloped
9016-0215-04	Undeveloped
9016-0215-05	Undeveloped
9016-0215-06	Undeveloped
9016-0215-07	Undeveloped
9016-0215-08	Undeveloped

PARCEL	STATUS ON FEB. 19, 2024
9016-0216-01	Developed
9016-0216-02	Developed
9016-0216-03	Developed
9016-0216-04	Undeveloped
9016-0216-05	Developed
9016-0216-06	Developed
9016-0216-07	Developed
9016-0216-08	Undeveloped
9016-0216-09	Developed
9016-0216-10	Undeveloped
9016-0216-11	Developed
9016-0216-12	Undeveloped
9016-0216-13	Undeveloped
9016-0216-14	Developed
9016-0216-15	Undeveloped
9016-0217-01	Undeveloped
9016-0217-02	Developed
9016-0217-03	Developed
9016-0217-04	Developed
9016-0217-05	Developed
9016-0217-06	Developed
9016-0217-07	Undeveloped
9016-0217-08	Developed
9016-0217-09	Developed
9016-0217-10	Developed
9016-0217-11	Developed
9016-0217-12	Developed
9016-0218-01	Undeveloped
9016-0218-02	Undeveloped
9016-0218-03	Undeveloped
9016-0218-04	Undeveloped
9016-0218-05	Developed
9016-0218-06	Developed
9016-0218-07	Undeveloped
9016-0218-08	Undeveloped
9016-0218-09	Undeveloped
9016-0218-10	Undeveloped
9016-0218-11	Developed
9016-0218-12	Developed
9016-0219-01	Developed
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9016-0219-03	Developed
9016-0219-04	Developed
9016-0219-05	Developed
9016-0219-06	Developed
9016-0219-07	Undeveloped
9016-0219-08	Undeveloped

PARCEL	STATUS ON FEB. 19, 2024
9016-0219-09	Undeveloped
9016-0219-10	Developed
9016-0219-11	Developed
9016-0219-12	Developed
9016-0219-13	Developed
9016-0219-14	Undeveloped
9016-0219-15	Developed
9016-0219-16	Undeveloped
9016-0219-17	Developed
9016-0219-18	Undeveloped
9016-0219-19	Undeveloped
9016-0219-20	Developed
9016-0219-21	Developed
9016-0219-22	Developed
9016-0219-23	Developed
9016-0220-01	Developed
9016-0220-02	Undeveloped
9016-0220-03	Undeveloped
9016-0220-04	Developed
9016-0220-05	Developed
9016-0220-06	Developed
9016-0220-07	Developed
9016-0220-08	Developed
9016-0220-09	Undeveloped
9016-0220-10	Developed
9016-0220-11	Developed
9016-0220-12	Undeveloped
9016-0221-01	Developed
9016-0221-02	Undeveloped
9016-0221-03	Undeveloped
9016-0221-04	Undeveloped
9016-0221-05	Undeveloped
9016-0221-06	Developed
9016-0221-07	Developed
9016-0221-08	Developed
9016-0221-09	Developed
9016-0221-10	Developed
9016-0221-11	Undeveloped
9016-0221-12	Developed
9016-0221-13	Developed
9016-0221-14	Undeveloped
9016-0221-15	Developed
9016-0221-16	Developed
9016-0221-17	Developed
9016-0221-18	Developed
9016-0222-01	Developed
9016-0222-02	Undeveloped

PARCEL	STATUS ON FEB. 19, 2024
9016-0222-03	Developed
9016-0222-04	Undeveloped
9016-0222-05	Developed
9016-0222-06	Developed
9016-0222-07	Undeveloped
9016-0222-08	Developed
9016-0222-09	Undeveloped
9016-0222-10	Developed
9016-0222-11	Undeveloped
9016-0222-12	Undeveloped
9016-0222-13	Developed
9016-0222-14	Undeveloped
9016-0222-15	Developed
9016-0222-16	Developed
9016-0222-17	Undeveloped
9016-0222-18	Developed
9016-0222-19	Developed
9016-0222-20	Developed
9016-0222-21	Undeveloped
9016-0222-22	Undeveloped
9016-0222-23	Developed
9016-0222-24	Developed
9016-0223-01	Undeveloped
9016-0223-03	Developed
9016-0224-01	Developed
9016-0224-02	Developed
9016-0224-03	Undeveloped
9016-0224-04	Developed
9016-0224-05	Undeveloped
9016-0224-06	Undeveloped
9016-0224-07	Developed
9016-0224-08	Undeveloped
9016-0224-09	Developed
9016-0224-10	Developed
9016-0224-11	Developed
9016-0224-12	Undeveloped
9016-0224-13	Developed
9016-0224-14	Developed
9016-0224-15	Undeveloped
9016-0224-16	Developed
9016-0224-17	Developed
9016-0224-18	Developed
9016-0224-19	Developed
9016-0224-20	Developed
9016-0224-21	Developed
9016-0224-22	Developed
9016-0224-23	Developed

PARCEL	STATUS ON FEB. 19, 2024
9016-0225-01	Developed
9016-0225-02	Developed
9016-0225-03	Developed
9016-0225-04	Undeveloped
9016-0225-05	Developed
9016-0225-06	Developed
9016-0225-07	Undeveloped
9016-0225-08	Developed
9016-0225-09	Developed
9016-0225-10	Developed
9016-0225-11	Undeveloped
9016-0225-12	Undeveloped
9016-0225-13	Undeveloped
9016-0225-14	Developed
9016-0225-15	Undeveloped
9016-0225-16	Developed
9016-0225-17	Developed
9016-0225-18	Undeveloped
9016-0226-01	Undeveloped
9016-0226-02	Developed
9016-0226-03	Developed
9016-0226-05	Undeveloped
9016-0226-06	Developed
9016-0226-07	Developed
9016-0226-08	Undeveloped
9016-0226-09	Developed
9016-0227-01	Developed
9016-0227-02	Developed
9016-0227-03	Developed
9016-0227-04	Developed
9016-0227-05	Undeveloped
9016-0227-06	Developed
9016-0228-01	Undeveloped
9016-0228-02	Developed
9016-0228-03	Undeveloped
9016-0228-04	Developed
9016-0228-05	Developed
9016-0228-06	Developed
9016-0228-07	Undeveloped
9016-0228-08	Undeveloped
9016-0228-09	Undeveloped
9016-0228-10	Undeveloped
9016-0228-11	Undeveloped
9016-0228-12	Developed
9016-0228-13	Undeveloped
9016-0228-14	Developed
9016-0228-15	Undeveloped

PARCEL	STATUS ON FEB. 19, 2024
9016-0229-01	Undeveloped
9016-0229-02	Undeveloped
9016-0229-03	Undeveloped
9016-0229-04	Undeveloped
9016-0229-05	Undeveloped
9016-0229-06	Developed
9016-0229-07	Undeveloped
9016-0229-08	Undeveloped
9016-0229-10	Developed
9016-0229-11	Developed
9016-0229-12	Undeveloped
9016-0229-13	Undeveloped
9016-0229-14	Undeveloped
9016-0229-15	Developed
9016-0229-16	Undeveloped
9016-0229-17	Developed
9016-0229-18	Developed
9016-0230-01	Developed
9016-0230-02	Developed
9016-0230-03	Developed
9016-0230-05	Undeveloped
9016-0230-06	Developed
9016-0230-07	Undeveloped
9016-0230-08	Undeveloped
9016-0230-09	Undeveloped
9016-0230-10	Developed



Marion County

Board of County Commissioners

Agenda Item

File No.: 2024-15978

Agenda Date: 8/6/2024

Agenda No.: 7.5.4.

SUBJECT:

Request Approval of Amendment No. 2 to Agreement No. WG064 Between Florida Department of Environmental Protection and Marion County Utilities (Budget Impact - Neutral)

INITIATOR:

Jody Kirkman, P.E., Director

DEPARTMENT:

Utilities

DESCRIPTION/BACKGROUND:

On April 4, 2022, the Board approved the Florida Department of Environmental Protection (FDEP) Grant Agreement WG064 to complete an additional phase of the septic-to-sewer initiative in Silver Springs Shores (SSS). The Master Wastewater Feasibility Study prioritized septic-to-sewer project areas within the SSS area because of the proximity to Silver Springs and proximity to existing sewer service. Eliminating septic systems in this area of Marion County would reduce the nutrient loading into Silver Springs.

On October 17, 2023, the Board approved Change Order No. 1 to FDEP Grant Agreement WG064 and the change order included the following items - eliminated Task 1, Contractor Selection; reallocated funds to construction activities, as the Contractor Selection was part of the overall American Rescue Plan Act (ARPA) award process; added the required GIS web interface of the FDEP's data collection tool and parcel-level data identifying collection system extensions; and required the County to submit the final design and an email from the Department's GIS web-interface data collection tool, confirming that data for the project was submitted in accordance to FDEP requirements.

On May 7, 2024, the Board approved Amendment No.1 which included an additional \$6,000,000 in construction funding. The Amendment also extended the project agreement through December 31, 2026.

Amendment No. 2, as presented, revises and updates the FDEP funding sources associated with the agreement and it allows the funds to be utilized in Silver Springs Shores Area for sewer related expenses with no matching funds requirements.

BUDGET/IMPACT:

Neutral

RECOMMENDED ACTION:

Motion to approve and authorize the Chair and Clerk to execute the Amendment No. 2 to Agreement No. WG064.

FILLABLE FORM



LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Kirkman Jody (Dept) Utilities - 7130
 Last First
 (Title) Director (Phone) 352-307-4626
 Signature [Signature] Date Thursday, July 18, 2024

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 Amendment No. 2 to Agreement No. WG064. The amendment revises the expiration date to 12/31/26; revises the State's funding sources; and the scope of work to include connection appurtenances on private property. Marion County Utilities and the State have negotiated the Amendment over a period of several months to arrive at the mutually agreeable document presented here.

Electronic documents are available.

Thank you.

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

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

Agenda Item? ☒ Yes ☐ No Agenda Date: Tuesday, August 6, 2024

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. 2024-616

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 2:28 pm, Jul 18, 2024

Attorney Signature: [Signature] Date: 7/18/24
 Staff Signature: [Signature] Date: 7/18/24 Returned: ☒ Department ☐ Admin ☐
 Completed

**AMENDMENT NO. 2
TO AGREEMENT NO. WG064
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
MARION COUNTY**

This Amendment to Agreement No. WG064 (Agreement), as previously amended, is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and the Marion County (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Silver Springs Shores Septic to Sewer Project (Project), effective April 20, 2022; and,

WHEREAS, the Department is updating the Agreement end date; and,

WHEREAS, the Department requires an update to the funding source; and,

WHEREAS, other changes to the Agreement are necessary; and,

WHEREAS, the parties have agreed to amend the Agreement as set forth herein.

NOW THEREFORE, the parties agree as follows:

1. Section 3. of the Standard Grant Agreement is hereby revised to change the Date of Expiration to December 31, 2026. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.

2. Section 5. of the Standard Grant Agreement is hereby revised to the following:

Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$26,000,000.00	<input type="checkbox"/> State <input checked="" type="checkbox"/> Federal	Fed Springs Restoration, Section 152, FY 21-22, GR	\$9,539,800.00
	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	Springs, GAA LI 1698, FY 23-24, LATF	\$6,000,000.00
	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	WWG, Section 273, FY 23-24, WPSPTF	\$10,460,200.00
	<input type="checkbox"/> Grantee Match		
Total Amount of Funding + Grantee Match, if any:			\$26,000,000.00

3. Section 8. of the Standard Grant Agreement is hereby revised to the following:

8.	The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):
Federal Award Identification Number(s) (FAIN):	SLFRP0125
Unique Entity Identifier (UEI):	FEK8E9QYF7N6
Federal Award Date to Department:	03/11/2021
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	\$9,539,800.00
Federal Awarding Agency:	Department of the Treasury
Award R&D?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A

4. The following is hereby added to Attachment 1 in Section 8:

State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:

- i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.
- ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

5. Section 4. of Attachment 2 is hereby revised to the following:

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

6. The Additional Terms paragraph of Attachment 2 is hereby revised as follows:

- a. Final Payment Request language in Paragraph 8. of Attachment 1 is deleted and replaced with the following:

Final Payment Request. A final payment request should be submitted to the Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, if full or partial funding for this Project is provided by the federal American Rescue Plan Act (State and Local Fiscal Recovery Funds), as administered by the United States Department of the Treasury, a final payment request for any American Rescue Plan Act funding provided by this Agreement shall be submitted to the Department no later than September 30, 2026, unless an extension is granted by the Department in writing, to ensure the availability of funds and adequate time to process payment requests. If the Agreement or Task End Date is extended at any time, this payment request deadline shall still apply. All federal American Rescue Plan Act funds must be fully expended and reimbursed to Grantee no later than December 31, 2026, as the funds will no longer be available to the Department after that date. All work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of this Agreement.

7. Attachment 3-2, Revised Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-3, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3-2 shall hereinafter refer to Attachment 3-3, Revised Grant Work Plan.
8. Attachment 5-1, Revised Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-2, Revised Special Audit Requirements, as attached to this Change Order and hereby incorporated into the Agreement. All references in the Agreement to Attachment 5-1 shall hereinafter refer to Attachment 5-2, Revised Special Audit Requirements.

9. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

MARION COUNTY

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
Authorized Signature

By: _____
Secretary or Designee

Michelle Stone, Chair of the County Commission
Print Name and Title

Angela Knecht, Division Director
Print Name and Title

Date: _____

Date: _____

Alexander Robson, DEP Grant Manager

Mitch Holmes, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

<u>Specify Type</u>	<u>Letter/ Number</u>	<u>Description</u>
Attachment	3-3	Revised Grant Work Plan
Attachment	5-2	Revised Special Audit Requirements

ATTACHMENT 3-3 REVISED GRANT WORK PLAN

PROJECT TITLE: Silver Springs Shores Septic to Sewer Project

PROJECT LOCATION: The Project will be located in the Silver Springs Shores area of Marion County; Lat/Long (29.128544, -82.023441).

PROJECT BACKGROUND: Onsite Sewage Treatment and Disposal Systems (OSTDS) or septic systems contribute nutrient loading to the Upper Floridian Aquifer which in turn adversely affects Silver Springs and Rainbow Springs. Marion County completed a county wide *Master Wastewater Feasibility Study (MWFS)* circa September 2021 which identified Priority Project Areas (“PPA”) within the county that can be connected to central sewer and facilitate the removal of existing septic tanks from the Silver Springs and Rainbow Springs watersheds. The MWFS prioritized septic to sewer project areas within the Silver Springs Shores area because of their proximity to Silver Springs and proximity to existing sewer service. Eliminating septic systems in the Silver Springs Shores area of Marion County will reduce the nutrient loading into Silver Springs.

PROJECT DESCRIPTION: Marion County (Grantee) will properly abandon and convert septic systems in the Silver Springs Shores area from septic to sewer. The project includes wastewater infrastructure and all needed appurtenances to connect properties to the central sewer collection system. The project also provides for all related “on-lot” service connection costs from the newly installed gravity sewer collection system to the house and will include the abandonment of the existing septic tank. Marion County will be utilizing the Progressive Design-Build (PDB) method of project delivery.

Task 1: Silver Springs Shores Septic to Sewer Project

Preconstruction Activities

Deliverables: The Grantee will complete the design of the Silver Springs Shores Septic to Sewer Project and obtain all necessary permits for construction of the project. Activities necessary for design, such as surveys, geotechnical evaluations, and environmental assessments, are eligible under this activity.

Documentation: The Grantee will submit a signed summary of activities completed for the period of work covered in the payment request, including the percentage of design complete and permitting status, using the format provided by the Department’s Grant Manager. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this activity, a list of all required permits identifying issue dates and issuing authorities, and copies of any surveys, assessments, or other documents funded under this activity. Upon request by the Department’s Grant Manager, the Grantee will provide additional supporting documentation relating to this activity.

Construction

Deliverables: The Grantee will construct the Silver Springs Shores Septic to Sewer project in accordance with the construction contract documents. The Grantee will submit through the Department’s GIS web-interface data collection tool, parcel-level data identifying collection system extensions; lift stations and other infrastructure associated with the grant; and both the parcels connected to sewer and the parcels where sewer has been made available for connection but not yet connected along with associated grant information.

Documentation: The Grantee will submit: 1) a copy of the final design; 2) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department’s Grant Manager. For the final documentation, the Grantee will also submit: 3) an email from

the Department's GIS web-interface data collection tool, confirming that data for the project has been submitted.

Connection to Central Sewer

Deliverables: The Grantee will properly abandon the septic systems and connect properties within the Silver Springs Shores area to the newly installed central sanitary sewer collection system for wastewater treatment by the Silver Springs Shores Water Reclamation Facility, ID# FLA296651.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; 2) a list of addresses and types of the properties connected; and 3) proof of connection for each property, as evidenced by copies of invoices for the connections by a licensed plumber, utility contractor, or building contractor.

If not listed under the activities above, the following apply:

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The activities must be completed by the corresponding activity end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

For any activity listed in the Task with a Budget Category of Contractual Services, the Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work.

Grant funding is, in part or whole, Federal American Rescue Plan Act (State and Local Fiscal Recovery Funds) funding from the United States Department of the Treasury. A final payment request for any Federal American Rescue Plan Act funding in this Agreement shall be submitted to the Department no later than September 30, 2026, to ensure the availability of funds and adequate time to process payment requests. Any payment requests not submitted with correct and complete forms and supporting documentation by September 30, 2026, are at risk of not being paid. If the Agreement or Task End Date were to be extended at any time, this payment request deadline shall still apply.

Funds must be fully expended and reimbursed to Grantee no later than December 31, 2026, the funds will no longer be available after that date.

Task No.	Task Title	Federal or State Funding	Grant Amount	Task Start Date	Task End Date
1	Silver Springs Shores Septic to Sewer Project	Federal	\$9,539,800.00	07/01/2021	12/31/2026
		State	\$16,460,200.00	07/01/2023	12/31/2026

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5-2

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, 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.
2. In connection with the audit requirements addressed in Part II, paragraph 1; 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), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	Department of the Treasury	21.027	Coronavirus State and Local Fiscal Recovery Funds	\$20,000,000	145110
Amendment 2	Department of the Treasury	21.027	Coronavirus State and Local Fiscal Recovery Funds	(-\$20,000,000)	145110
Amendment 2	Department of the Treasury	21.027	Coronavirus State and Local Fiscal Recovery Funds	\$9,539,800.00	085180
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: If the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Amendment 1	Department of Environmental Protection	2023-2024	37.052	Florida Springs Grant Program	\$6,000,000.00	087870
Amendment 2	Department of Environmental Protection	2023-2024	37.039	Statewide Water Quality Restoration Projects	\$10,460,200.00	149950
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$26,000,000	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.



GREGORY C HARRELL CLERK & COMPTROLLER MARION CO
DATE: 06/04/2024 12:49:44 PM
FILE #: 2024071804 OR BK 8339 PGS 679-691
REC FEES: \$112.00 INDEX FEES: \$0.00
DDS: \$0 MDS: \$0 INT: \$0

**AMENDMENT NO. 1
TO AGREEMENT NO. WG064
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
MARION COUNTY**

This Amendment to Agreement No. WG064 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and the Marion County (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Silver Springs Shores Septic to Sewer additional phase (Project), effective April 20, 2022; and,

WHEREAS, \$6,000,000.00 in additional funding for this Project is provided under Line Item 1698 of the 2023-2024 General Appropriations Act; and the total funding for this Agreement is now \$26,000,000.00; and,

WHEREAS, the reimbursement period for the additional funding provided under Line Item 1698 of the 2023-2024 General Appropriations Act begins on July 1, 2023; and,

WHEREAS, the parties have agreed to amend the Agreement as set forth herein.

NOW THEREFORE, the parties agree as follows:

1. Section 5. of the Standard Grant Agreement is hereby revised to the following:

Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$26,000,000.00	<input type="checkbox"/> State <input checked="" type="checkbox"/> Federal	Fed WWG, Section 152, FY21-22, WPSPTF	\$20,000,000.00
	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	Spring, GAA LI 1698, FY 23-24, LATF	\$6,000,000.00
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input checked="" type="checkbox"/> Grantee Match		\$20,000,000.00
Total Amount of Funding + Grantee Match, if any:			\$46,000,000.00

2. Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-2, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3-1 shall hereinafter refer to Attachment 3-2, Revised Grant Work Plan.
3. Attachment 5, Special Audit Requirements, is hereby deleted in its entirety and replaced with Attachment 5-1, Revised Special Audit Requirements, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 5, shall hereinafter refer to Attachment 5-1, Revised Special Audit Requirements.
4. Exhibit A, Progress Report Form, is hereby deleted in its entirety and replaced with Exhibit A-1, attached hereto and made a part of the Agreement. All references in the Agreement to Exhibit A shall hereinafter refer to Exhibit A-1.
5. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

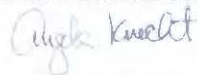
MARION COUNTY

By: 
Authorized Signature

Michelle Stone, Chair of the County Commission
Print Name and Title

Date: May 7, 2024

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By:  Digitally signed by Angela Knecht
Date: 2024.05.14 14:37:26 -04'00'
Secretary or Designee

Angela Knecht, Division Director
Print Name and Title

Date: _____
Alexander Robson Digitally signed by Alexander Robson
Date: 2024.05.14 14:13:43 -04'00'

Alexander Robson, DEP Grant Manager

Mitch Holmes Digitally signed by Mitch Holmes
Date: 2024.05.14 14:20:06 -04'00'

Mitch Holmes, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description
Attachment	3-2	Revised Grant Work Plan
Attachment	5-1	Revised Special Audit Requirements
Exhibit	A-1	Progress Report Form

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

MARION COUNTY

By: 
Authorized Signature

Michelle Stone, Chair of the County Commission
Print Name and Title

Date: May 7, 2024

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
Secretary or Designee

Angela Knecht, Division Director
Print Name and Title

Date: _____

Alexander Robson, DEP Grant Manager

Mitch Holmes, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description
Attachment	3-2	Revised Grant Work Plan
Attachment	5-1	Revised Special Audit Requirements
Exhibit	A-1	Progress Report Form

ATTACHMENT 3-2 REVISED GRANT WORK PLAN

PROJECT TITLE: Silver Springs Shores Septic to Sewer Additional Phase

PROJECT LOCATION: The Project will be located in the Silver Springs Shores area of Marion County; Lat/Long (29.128544, -82.023441).

PROJECT BACKGROUND: Onsite Sewage Treatment and Disposal Systems (OSTDS) or septic systems contribute nutrient loading to the Upper Floridian Aquifer which in turn adversely affects Silver Springs and Rainbow Springs. Marion County completed a county wide *Master Wastewater Feasibility Study (MWFS) circa September 2021* which identified Priority Project Areas (“PPA”) within the county that can be connected to central sewer and facilitate the removal of existing septic tanks from the Silver Springs and Rainbow Springs watersheds. The MWFS prioritized septic to sewer project areas within the Silver Springs Shores area because of their proximity to Silver Springs and proximity to existing sewer service. Eliminating septic systems in the Silver Springs Shores area of Marion County will reduce the nutrient loading into Silver Springs.

PROJECT DESCRIPTION: Marion County (Grantee) will complete an additional phase of the Septic to Sewer Program in the Silver Springs Shores area. This additional phase will eliminate approximately 491 septic systems: 324 existing and 167 future septic systems. The additional phase includes lift stations, manholes, gravity sewer mains, force mains, sewer services to each property, and all needed appurtenances to connect properties to the central sewer collection system. The additional phase also provides for all related “on-lot” service connection costs from the newly installed gravity sewer collection system to the house and will include the abandonment of the existing septic tank. Marion County will be utilizing the Progressive Design-Build (PDB) method of project delivery.

Task 1: Design and Permitting

Deliverables: Utilizing Progressive Design Build delivery method, the Grantee will complete the design, obtain all necessary permits for construction of the project, and develop a Guaranteed Maximum Price (GMP) to construct the additional phase.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee’s Certification of Payment Request; and 2) a summary of design activities to date, indicating the percentage of design completion for the time period covered in the payment request. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task.

Performance Standard: The Department’s Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department’s Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 2: Construction

Deliverables: The Grantee will construct the Silver Springs Shores Septic to Sewer Additional Phase in accordance with the construction contract documents. The Grantee will submit through the Department's GIS web-interface data collection tool, parcel-level data identifying collection system extensions; lift stations and other infrastructure associated with the grant; and both the parcels connected to sewer and the parcels where sewer has been made available for connection but not yet connected along with associated grant information.

Documentation: The Grantee will submit: 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; 3) a signed Engineer's Certification of Payment Request; and 4) an email from the Department's GIS web-interface data collection tool, confirming that data for the project has been submitted.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 3: Connection to Central Sewer

Deliverables: The Grantee will properly abandon the septic systems and connect approximately 324 existing single-family residences to the newly installed central sanitary sewer collection system for wastewater treatment by the Silver Springs Shores Water Reclamation Facility, ID# FLA296651.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; 2) a list of addresses and types of the properties connected; and 3) proof of connection for each property, as evidenced by copies of invoices for the connections by a licensed plumber, utility contractor, or building contractor.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL:

The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below. Match funding shall be provided at minimum in the categories indicated below.

Grant funding is, in part or whole, Federal American Rescue Plan Act (State and Local Fiscal Recovery Funds) funding from the United States Department of the Treasury. A final payment request for any Federal American Rescue Plan Act funding in this Agreement shall be submitted to the Department no later than September 30, 2026 to ensure the availability of funds and adequate time to process reimbursements. If the Agreement or Task End Date were to be extended at any time, this payment request deadline shall still apply.

The Federal funding under this agreement shall be reimbursed prior to the State funding. Federal funds must be fully expended and reimbursed to Grantee no later than December 31, 2026. The funds will no longer be available after that date.

Task No.	Task Title	Budget Category	Federal or State Funding	Grant Amount	Match Amount	Task Start Date	Task End Date
1	Design and Permitting	Contractual Services	Federal	\$817,500	\$817,500	07/01/2021	05/31/2024
2	Construction	Contractual Services	Federal	\$16,182,500	\$16,182,500	07/01/2021	03/31/2025
			State	\$6,000,000.00	\$0	07/01/2023	
3	Connection to Central Sewer	Contractual Services	Federal	\$3,000,000	\$3,000,000	07/01/2021	09/30/2025
Total:				\$26,000,000	\$20,000,000		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5-1

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, 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.
2. In connection with the audit requirements addressed in Part II, paragraph 1; 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), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5-1

3 of 6

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	Department of the Treasury	21.027	Coronavirus State and Local Fiscal Recovery Funds	\$20,000,000	145110
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Attachment 5-1, Exhibit 1

5 of 6

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Amendment 1	Department of Environmental Protection	2023-2024	37.052	Florida Springs Grant Program	\$6,000,000.00	087870
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$26,000,000	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A-1
Progress Report Form**

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

<https://floridadep.gov/wra/wra/documents/progress-report-form>

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

GREGORY C. HARRELL
MARION COUNTY
CLERK OF COURT & COMPTROLLER

RETAIN RECEIPT FOR YOUR RECORDS

REF:

DATE:06/04/2024
TIME:12:48:13 PM
RECEIPT: 2911788

MARION CO UTILITIES
ACCOUNT #: 468

DUPLICATE RECEIPT

ITEM - 01 AGR
RECD: 06/04/2024 12:49:44 PM
FILE: 2024071804 BK/PG 0 8339/679
DEPARTMENT OF ENVIROMENTAL PROTECTION
MARION COUNTY

Recording Fees	112.00
Subtotal	112.00

TOTAL DUE	\$112.00
PAID TOTAL	\$0.00
TOTAL CHARGED	\$112.00

REF #: DEPT OF ENVIRO PROTECTION

Signature_____

**DEP AGREEMENT NO. WG064
CHANGE ORDER NO. 1**

GRANTEE: Marion County

PROJECT TITLE: Silver Springs Shores Septic to Sewer Additional Phase

DEP Agreement No. WG064 (Agreement) entered into on April 20, 2022 is hereby revised as follows:

WHEREAS, the Grantee has requested an update to the Grant Work Plan.

NOW THEREFORE, the parties agree as follows:

1. Attachment 3, Grant Work Plan, is hereby deleted in its entirety and replaced with Attachment 3-1, Revised Grant Work Plan, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-1, Revised Grant Work Plan.
2. All other terms and conditions of the Agreement shall remain unchanged.

The parties agree to the terms and conditions of this Change Order and have duly authorized their respective representatives to sign it on the dates indicated below.

MARION COUNTY

By: C. C.
Craig Curry, Chair of the County Commission

Date: October 17, 2023

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: Mitch Holmes
Mitch Holmes, Program Administrator

Date: 10/23/2023

Alexander Robson
Alexander Robson, DEP Grant Manager

ATTACHMENT 3-1 REVISED GRANT WORK PLAN

PROJECT TITLE: Silver Springs Shores Septic to Sewer Additional Phase

PROJECT LOCATION: The Project will be located in the Silver Springs Shores area of Marion County; Lat/Long (29.128544, -82.023441).

PROJECT BACKGROUND: Onsite Sewage Treatment and Disposal Systems (OSTDS) or septic systems contribute nutrient loading to the Upper Floridian Aquifer which in turn adversely affects Silver Springs and Rainbow Springs. Marion County completed a county wide *Master Wastewater Feasibility Study (MWFS) circa September 2021* which identified Priority Project Areas (“PPA”) within the county that can be connected to central sewer and facilitate the removal of existing septic tanks from the Silver Springs and Rainbow Springs watersheds. The MWFS prioritized septic to sewer project areas within the Silver Springs Shores area because of their proximity to Silver Springs and proximity to existing sewer service. Eliminating septic systems in the Silver Springs Shores area of Marion County will reduce the nutrient loading into Silver Springs.

PROJECT DESCRIPTION: Marion County (Grantee) will complete an additional phase of the Septic to Sewer Program in the Silver Springs Shores area. This additional phase will eliminate approximately 491 septic systems: 324 existing and 167 future septic systems. The additional phase includes lift stations, manholes, gravity sewer mains, force mains, sewer services to each property, and all needed appurtenances to connect properties to the central sewer collection system. The additional phase also provides for all related “on-lot” service connection costs from the newly installed gravity sewer collection system to the house and will include the abandonment of the existing septic tank. Marion County will be utilizing the Progressive Design-Build (PDB) method of project delivery.

Task 1: Design and Permitting

Deliverables: Utilizing Progressive Design Build delivery method, the Grantee will complete the design, obtain all necessary permits for construction of the project, and develop a Guaranteed Maximum Price (GMP) to construct the additional phase.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee’s Certification of Payment Request; and 2) a summary of design activities to date, indicating the percentage of design completion for the time period covered in the payment request. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task.

Performance Standard: The Department’s Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department’s Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 2: Construction

Deliverables: The Grantee will construct the Silver Springs Shores Septic to Sewer Additional Phase in accordance with the construction contract documents. The Grantee will submit through the Department's GIS web-interface data collection tool, parcel-level data identifying collection system extensions; lift stations and other infrastructure associated with the grant; and both the parcels connected to sewer and the parcels where sewer has been made available for connection but not yet connected along with associated grant information.

Documentation: The Grantee will submit: 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; 3) a signed Engineer's Certification of Payment Request; and 4) an email from the Department's GIS web-interface data collection tool, confirming that data for the project has been submitted.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 3: Connection to Central Sewer

Deliverables: The Grantee will properly abandon the septic systems and connect approximately 324 existing single-family residences to the newly installed central sanitary sewer collection system for wastewater treatment by the Silver Springs Shores Water Reclamation Facility, ID# FLA296651.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; 2) a list of addresses and types of the properties connected; and 3) proof of connection for each property, as evidenced by copies of invoices for the connections by a licensed plumber, utility contractor, or building contractor.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL:

The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below. Match funding shall be provided at minimum in the categories indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Match Amount	Task Start Date	Task End Date
1	Design and Permitting	Contractual Services	\$817,500	\$817,500	07/01/2021	03/31/2024
2	Construction	Contractual Services	\$16,182,500	\$16,182,500	07/01/2021	03/31/2025
3	Connection to Central Sewer	Contractual Services	\$3,000,000	\$3,000,000	07/01/2021	09/30/2025
Total			\$20,000,000	\$20,000,000		

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**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): **Silver Springs Shores Septic to Sewer Additional Phase** Agreement Number: **WG064**

2. Parties **State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **Marion County** Entity Type: **Local Government**
Grantee Address: **1219 South Pine Avenue, Ocala, Florida 34471** FEID: **59-6000735** (Grantee)

3. Agreement Begin Date: **Upon Execution** Date of Expiration: **March 1, 2026**

4. Project Number: Project Location(s): **Marion County** 
(If different from Agreement Number)

Project Description: **This project is an additional phase of the Septic to Sewer conversion in the Silver Springs Shores area of Marion County consisting of three phases that include around 500 properties in each phase.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$20,000,000.00	<input type="checkbox"/> State <input checked="" type="checkbox"/> Federal	Fed WWG, Section 152, FY21-22, WSPSTF	\$20,000,000.00
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input checked="" type="checkbox"/> Grantee Match		\$20,000,000.00
Total Amount of Funding + Grantee Match, if any:			\$40,000,000.00

6. Department's Grant Manager Name: Camryn Badis or successor Address: 3900 Commonwealth Blvd., MS 3602 Tallahassee FL, 32309-3000 Phone: (850) 245-2893 Email: Camryn.Badis@floridaDEP.gov	Grantee's Grant Manager Name: John Corneilson, MBA or successor Address: 11800 SE U.S. Highway 441 Bellevue FL, 34420 Phone: (352) 307-4631 Email: John.Corneilson@marionfl.org
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7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with §215.985, F.S.
<input checked="" type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements for Grants
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input type="checkbox"/> Additional Exhibits (if necessary):

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	SLFRP0125
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	\$20,000,000.00
Federal Awarding Agency:	Department of Treasury
Award R&D?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

Marion County

GRANTEE

Grantee Name

By

(Authorized Signature)

Date Signed

April 5, 2022

Carl Zalak III, District 4 Commissioner, Chairman

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By

Angela Knecht

Digitally signed by Angela Knecht
Date: 2022.04.20 13:51:09 -04'00'

Secretary or Designee

Date Signed

Angela Knecht, Director of Water Restoration Assistance

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

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

FOR: County Attorney

DWRA Additional Signatures

Camryn Badis Digitally signed by Camryn Badis
Date: 2022.04.20 11:00:52
-04'00'

Camryn Badis, DEP Grant Manager

Michael Barr Digitally signed by Michael Barr
Date: 2022.04.20 12:08:56 -04'00'

Michael Barr, DEP QC Reviewer

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. 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. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

Attachment 1

1 of 12

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement

the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to:
www.myfloridacfo.com/Division/AA/Vendors/default.htm.
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting

acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other

obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or

otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. 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, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, 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, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

27. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

- ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. **Special Audit Requirements.** The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

Attachment 1

10 of 12

- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual

reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

38. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. WG064**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Silver Springs Shores Septic to Sewer Additional Phase. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2021 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

The Agreement requires at least a 50% match on the part of the Grantee. Therefore, the Grantee is responsible for providing \$20,000,000.00 through cash or third party in-kind towards the project funded under this Agreement. The Grantee may claim allowable project expenditures made upon execution or after for purposes of meeting its match requirement as identified above.

Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.

If, upon completion of this Project, actual Project costs are less than the total estimated Project costs, and there are no pending payment requests, the Grantee's required match may be reduced proportionately, as long as at least a 50% match of the actual total cost of the Project is provided by the Grantee and the reduced amount satisfies statutory and program requirements.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. **Commercial General Liability Insurance.**

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. **Commercial Automobile Insurance.**

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. **Workers' Compensation and Employer's Liability Coverage.**

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. **Other Insurance.** None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Additional Terms. None.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Silver Springs Shores Septic to Sewer Additional Phase

PROJECT LOCATION: The Project will be located in the Silver Springs Shores area of Marion County; Lat/Long (29.128544, -82.023441).

PROJECT BACKGROUND: Onsite Sewage Treatment and Disposal Systems (OSTDS) or septic systems contribute nutrient loading to the Upper Floridian Aquifer which in turn adversely affects Silver Springs and Rainbow Springs. Marion County completed a county wide *Master Wastewater Feasibility Study (MWFS)* circa September 2021 which identified Priority Project Areas (“PPA”) within the county that can be connected to central sewer and facilitate the removal of existing septic tanks from the Silver Springs and Rainbow Springs watersheds. The MWFS prioritized septic to sewer project areas within the Silver Springs Shores area because of their proximity to Silver Springs and proximity to existing sewer service. Eliminating septic systems in the Silver Springs Shores area of Marion County will reduce the nutrient loading into Silver Springs.

PROJECT DESCRIPTION: Marion County (Grantee) will complete an additional phase of the Septic to Sewer Program in the Silver Springs Shores area. This additional phase will eliminate approximately 491 septic systems: 324 existing and 167 future septic systems. The additional phase includes lift stations, manholes, gravity sewer mains, force mains, sewer services to each property, and all needed appurtenances to connect properties to the central sewer collection system. The additional phase also provides for all related “on-lot” service connection costs from the newly installed gravity sewer collection system to the house and will include the abandonment of the existing septic tank. Marion County will be utilizing the Progressive Design-Build (PDB) method of project delivery.

Task 1: Progressive Design-Build Contractor Selection

Deliverables: The Grantee will prepare a Request for Qualification (RFQ) package, publish a public notice, solicit proposals, conduct RFQ meetings, and respond to RFQ questions in accordance with the Grantee’s procurement process and Florida Statutes. The Grantee will then prepare a Request for Proposal (RFP) package for the additional phase, publish a public notice, solicit proposals with the pre-qualified contractors identified, conduct RFP meetings, and respond to RFP questions in accordance with the Grantee’s procurement process and Florida Statutes, to select one qualified and licensed contractor to complete the progressive design-build of the Silver Springs Shores Septic to Sewer Additional Phase.

Documentation: The Grantee will submit: 1) the public notice(s) of advertisement(s) for the bid; 2) the RFQ/RFP bid package(s); 3) summary of evaluation process and copy of documentation used to make final selection of a design-build team; and 4) a written notice of selected contractor(s).

Performance Standard: The Department’s Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department’s Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

Task 2: Design and Permitting

Deliverables: Utilizing Progressive Design Build delivery method, the Grantee will complete the design, obtain all necessary permits for construction of the project, and develop a Guaranteed Maximum Price (GMP) to construct the additional phase.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a summary of design activities to date, indicating the percentage of design completion for the time period covered in the payment request. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 3: Construction

Deliverables: The Grantee will construct the Silver Springs Shores Septic to Sewer Additional Phase in accordance with the construction contract documents.

Documentation: The Grantee will submit 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a signed Engineer's Certification of Payment Request.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 4: Connection to Central Sewer

Deliverables: The Grantee will properly abandon the septic systems and connect approximately 324 existing single-family residences to the newly installed central sanitary sewer collection system for wastewater treatment by the Silver Springs Shores Water Reclamation Facility, ID# FLA296651.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; 2) a list of addresses and types of the properties connected; and 3) proof of connection for each property, as evidenced by copies of invoices for the connections by a licensed plumber, utility contractor, or building contractor.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL:

The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below. Match funding shall be provided at minimum in the categories indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Match Amount	Task Start Date	Task End Date
1	Progressive Design Build Contractor Selection	Contractual Services	\$15,000	\$15,000	07/01/2021	07/31/2022
2	Design and Permitting	Contractual Services	\$817,500	\$817,500	07/01/2021	03/01/2024
3	Construction	Contractual Services	\$16,167,500	\$16,167,500	07/01/2021	03/01/2024
4	Connection to Central Sewer	Contractual Services	\$3,000,000	\$3,000,000	07/01/2021	09/01/2025
Total			\$20,000,000	\$20,000,000		

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. 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 contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

Attachment 5

1 of 6

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, 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.
2. In connection with the audit requirements addressed in Part II, paragraph 1; 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), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

3 of 6

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	Department of the Treasury	21.027	Coronavirus State and Local Fiscal Recovery Funds	\$20,000,000	145110
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

				Total Award	\$20,000,000	
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

ATTACHMENT 8

Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term “Recipient” shall mean “Grantee.”

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients, and to comply with the provisions of the award, the SLFRF implementing regulation, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than \$150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

- A. Temporarily withhold payments pending correction of the deficiency by the Recipient.
- B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- C. Wholly or partly suspend or terminate this Contract.
- D. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of “federally assisted construction contract” as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

- i. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
 - a. 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 Recipient 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 Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- iii. The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or

another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.

- iv. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. The Recipient 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.
- vi. The Recipient 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.
- vii. In the event of the Recipient's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Recipient 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.
- viii. The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Davis Bacon Act

If the Agreement is a prime construction contract in excess of \$2,000 awarded by the Recipient, and if required by the Federal Legislation, the Recipient must comply 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 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 pay wages not less than once a week. The Recipient must comply 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 Recipient 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.

5. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, the Recipient must comply 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 Recipient 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.

6. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the Non-Federal Entity 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 Non-Federal Entity 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.

7. Clean Air Act (42 U.S.C. 7401-7671q.), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and EPA Regulations

If the Agreement is in excess of \$100,000, the Recipient shall 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 by the EPA (40 CFR Part 15). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

8. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.”

9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies 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. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at: https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf.

10. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

11. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

12. Domestic Preferences for Procurement

The Recipients and subrecipients must to the greatest extent practical give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

ADMINISTRATIVE

1. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et sequence*.

2. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

3. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

- A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- B. Procure a commercial sex act during the period of time that the award is in effect; or
- C. Use forced labor in the performance of the award or subawards under the award.

4. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

- A. This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).
- B. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
- C. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.

5. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

6. Additional Lobbying Requirements

- A. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
- B. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 *et seq.*), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
- C. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

COMPLIANCE WITH ASSURANCES

1. Assurances

Recipients shall comply with any and all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

FEDERAL REPORTING REQUIREMENTS

1. FFATA

Grant Recipients awarded a new Federal grant greater than or equal to \$30,000 awarded on or after October 1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is

www.USASpending.gov. The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

DEPARTMENT OF TREASURY-SPECIFIC

1. Civil Rights Compliance

Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services or otherwise discriminate on the basis of race, color, national origin, (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following: Title VI of Civil Rights Acts of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department of Treasury implementing regulations at 31 CFR part 23. The Department of Treasury may request that recipients submit data for post-award compliance reviews, including information such as a narrative describing their compliance status.

SLFRF-SPECIFIC

1. Davis-Bacon Certification

For projects over \$10 million dollars, Recipients must certify that all laborers and mechanics employed by subcontractors in the performance of such project are paid wages at the rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act, for the corresponding classes of laborers and mechanics employed projected of a character similar to the contract work in the civil subdivision of Florida in which the work is to be performed.

2. Project Labor Agreements

For projects over \$10 million dollars, Recipients may provide a certification that the project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with the section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the Recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing:

- How the Recipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;
- How the Recipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and
- How the Recipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities;
- Whether workers on the project will receive wages and benefits that will secure and appropriately skilled workforce in the context of the local or regional labor market; and
- Whether the project has completed a labor agreement.

3. Other Reporting Requirements

For projects over \$10 million dollars, Recipients must report whether the project prioritizes local hires and whether the project has Community Benefit Agreement, with a description of any such agreement.

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**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

DEP Agreement No.:	Agreement No.
Project Title:	
Grantee Name:	
Grantee's Grant Manager:	
Reporting Period:	Select Quarter - Select Year

Provide the following information for all tasks identified in the Grant Work Plan:

Summarize the work completed within each task for the reporting period, provide an update on the estimated completion date for each task, and identify any anticipated delays or problems encountered. Use the format provided below and use as many pages as necessary to cover all tasks. Each quarterly progress report is due no later than twenty (20) days following the completion of the quarterly reporting period.

Task 1: Select Task Title

- Progress for this reporting period:
- Identify delays or problems encountered:

Task 2: Select Task Title

- Progress for this reporting period:
- Identify delays or problems encountered:

Task 3: Select Task Title

- Progress for this reporting period:
- Identify delays or problems encountered:

Task 4: Select Task Title

- Progress for this reporting period:
- Identify delays or problems encountered:

Task 5: Select Task Title

- Progress for this reporting period:
- Identify delays or problems encountered:

Completion Status for Tasks:

Indicate the completion status for the following tasks, if included in the Grant Work Plan. For construction, the estimated completion percentage should represent the work being funded under this Agreement.

Design (Plans/Submittal): 30% ☐, 60% ☐, 90% ☐, 100% ☐

Permitting (Completed): Yes ☐, No ☐

Construction (Estimated): _____ %

SLFRF INFRASTRUCTURE PROJECTS

For infrastructure projects, the Grantee shall provide the following project information:

Projected/actual construction start date (month/year):

Projected/actual initiation of operation date (month/year):

Project Location details:

FOR PROJECTS with local contributions (*Not legally required match), include this paragraph.

Local Contributions:

For Springs grant agreements with local contributions, a summary of the local contributions will be required in the Final Quarterly Progress Report. Provide a brief summary below of the local contribution amounts that have been used toward the project.

▪ **Summary of local contributions:**

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager
(Original Ink or Digital Timestamp)

Date

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.



Marion County

Board of County Commissioners

Agenda Item

File No.: 2024-15979

Agenda Date: 8/6/2024

Agenda No.: 8.1.

SUBJECT:

Request Consideration of Release/Reduction of Civil Restitution Lien for Susan Baccili

INITIATOR:

Matthew G. Minter, County Attorney

DEPARTMENT:

County Attorney

DESCRIPTION/BACKGROUND:

On July 1, 2024, the County Attorney's Office received a request from Susan Baccili for a release or reduction of her Civil Restitution Lien recorded in Case Number 18-MM-4422, on June 26, 2019 in Official Records Book 6994, Page 078, totaling \$20,180.21, with \$15,000.00 in judgments and \$5,180.21 in interest.

On July 4, 2018, Ms. Baccili was issued a Notice to Appear citation for Possession of Cannabis less than 20 grams (First Degree Misdemeanor) in Case Number 18-MM-4422. On October 3, 2018, she was adjudicated guilty and sentenced to 12 months of probation. On November 14, 2018, she was arrested for Violation of Probation in Case No. 18-MM-4422. On December 19, 2018, she was adjudicated guilty and sentenced to 300 days in jail. The Court imposed a Judgment of Cost of incarceration of \$15,000.00 (sentence 300 days x \$50 per day). She served 255 days, of which she was an Inmate Worker for 199 days. Thus, she was in jail for 56 days where she was not an inmate worker. She has paid all other court costs and fines in this case.

BUDGET/IMPACT:

None

RECOMMENDED ACTION:

Motion to Approve or Deny Susan Baccili's Request for a Release/Reduction of the Civil Restitution Lien recorded in Case Number 18-MM-4422, on June 26, 2019 in Official Records Book 6994, Page 078.

Flynn, Heather

From: Susan Baccili <dolphinchick198379@gmail.com>
Sent: Monday, July 1, 2024 3:22 PM
To: Flynn, Heather
Subject: Request for Lien forgiveness

Categories: PENDING

CAUTION: THIS MESSAGE IS FROM AN EXTERNAL SENDER

This email originated from outside the organization. Do not click links, open attachments, or share any information unless you recognize the sender and know the content is safe. Report suspicious emails using the "Phish Alert" button in Outlook or contact the Helpdesk.

Name: Susan Baccili
Case #: 18 MM 004422 AX or 18 MM 4422 25/5
DOB: 9/25/1983

Dear Heather Flynn,

My name is Susan Baccili, and I'm writing to discuss with you the debt from my stay in the County Jail.

I'm aware of the \$15,000 cost from my stay in the county jail and have recently found that I could not make payments to it, that it would have to be paid in full. With me being a stay at home mom currently and taking care of my new child this would be a very difficult task.

I wanted to discuss with you an option of either setting up payment arrangements to have this debt paid off over a period of time or if you would consider forgiving this debt completely.

Since my release from the jail I have stayed clean and an outstanding citizen, participating in our local church named Crystal River Church of God. I am no longer living the lifestyle that I once had and have stayed clean since the time since I left jail in 2019. With 3 children and understanding how I would like to have an even more stable home, I have realized that my debt would hinder me from being able to own a property.

With all this being said, I'm hoping to appeal to you for the option to forgive the \$15,000 in debt. If that is not a possibility, I would understand. Though I would still hope to request an option that would allow me to pay this debt off over a period of time.

If you could please consider this and feel free to reach out to me with any questions. I truly look forward to hearing your response.

Sincerely,

Susan Baccili
dolphinchick198379@gmail.com
352-445-8149



GREGORY C. HARRELL
CLERK OF COURT AND COMPTROLLER - MARION COUNTY, FLORIDA

CLERK OF COURT
RECORDER OF OFFICIAL RECORDS
CLERK AND ACCOUNTANT OF THE BOARD OF COUNTY COMMISSIONERS
CUSTODIAN OF COUNTY FUNDS AND COUNTY AUDITOR

POST OFFICE BOX 1030
OCALA, FLORIDA 34478-1030
TELEPHONE (352) 671-5604
WWW.MARIONCOUNTYCLERK.ORG

State of Florida

VS

Case Number: 18-MM-4422

SUSAN MARIE BACCILI

JUDGMENT PAYOFF STATEMENT

Judgment Date: **JUNE 26, 2019 bk/pg 6994/0787**

Payoff Date: **AUGUST 6, 2024**

Elapsed Days: **1,869**

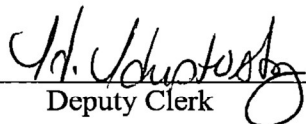
Amount of Judgment: **\$15,000.00**

Amount of Interest: **\$5,180.21**

Total Due (If paid on above date) **\$20,180.21**

Date: July 16, 2024

Gregory C. Harrell
Clerk of Circuit Court and Comptroller,
Marion County, Florida

By 
Deputy Clerk

IN THE COUNTY COURT OF THE
FIFTH JUDICIAL CIRCUIT IN AND
FOR MARION COUNTY, FLORIDA

CASE NO: 18MM004422AX

STATE OF FLORIDA

Plaintiff,

v.

SUSAN MARIE BACCILI

Defendant.

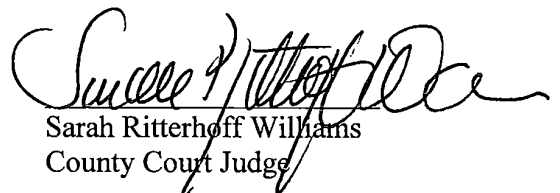
CIVIL RESTITUTION LIEN ORDER

This cause having been heard before the court on this December 19, 2018, by the undersigned, who has imposed sentence in a criminal matter and being fully advised in the premises, it is hereby

ORDERED AND ADJUDGED as follows:

This court has jurisdiction over the subject matter and parties to this cause, pursuant to Section 960.293(2), F.S. (determination of damages and losses). Pursuant to Section 960.293(2)(b), F.S. Marion County, Florida shall recover costs of incarceration from the defendant listed above the sum of \$15,000.00 plus interest accruing at the legal rate of 6.09%, pursuant to Section 55.03, F.S., from the date of this order and such sum shall constitute a civil restitution lien, for which let execution issue.

DONE AND ORDERED, at Ocala, Marion County, Florida on this 26 day of Dec, 2019.


Sarah Ritterhoff Williams
County Court Judge

COUNTY COURT OF THE FIFTH JUDICIAL CIRCUIT,
IN AND FOR MARION COUNTY, FLORIDA

STATE OF FLORIDA

vs.

SUSAN MARIE BACCILI

DOB: 09/25/1983

RACE: White

GENDER: Female

Case Number: 18MM004422AX

Agency Case Number: D18070561

JUDGMENT & SENTENCE

Judge: SARAH RITTERHOFF-WILLIAMS

State Attorney: ROBERT KYLE LAMBERT

Defense Attorney: DOYLE GARY LASHLEY JR

Event Date: 10/03/2018

Hearing Type: PRETRIAL CONF

Arrest Data:

Date:

Booking #:

Agency Case #:

OBTS #:

1	893.13.6B	POSSESSION OF CANNABIS LESS THAN 20 GRAMS	Misdemeanor First Degree	07/04/2018
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PROSECUTOR PHASE:**COURT PHASE/PLEA/DISPOSITION:**CNT: 1 Action: ADJ GUILTY CONVICTED
on 10/03/2018

Plea: Guilty/Admit

Trial: None

SENTENCE/PROVISIONS/ADDITIONAL SENTENCE NOTES:

CNT: 1 40 Community Service Hours

CNT: 1 PROBATION REPORTING FOR 12 MOS

CNT: 1 DL SUSP Revocation FOR 1 YRS

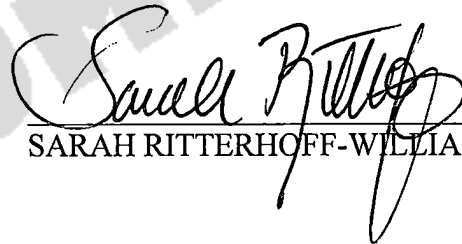
MONETARY OBLIGATIONS:

<u>Date</u>	<u>Amount</u>	<u>Description</u>	<u>Balance</u>
10/03/2018	15.00	MARION COUNTY SUBSTANCE ABUSE TF	15.00
10/03/2018	13.00	JUDGMENT RECORDING FEE MM	13.00
10/03/2018	15.00	DRUG/ALCOHOL VIOLATION COSTS	15.00
10/03/2018	5.00	5% SURCHARGE MISDEMEANOR	5.00
10/03/2018	130.00	MISDEMEANOR COURT COSTS	130.00
10/03/2018	100.00	MISDEMEANOR FINE	100.00
10/03/2018	50.00	COSTS OF PROSECUTION	50.00

10/03/2018	93.00	COUNTY CRIMINAL PER COUNT COSTS	93.00
08/17/2018	50.00	AFFIDAVIT OF INDIGENT STATUS **PREVIOUSLY ORDERED**	0.00

DOCKETS:

SNT: COMPLETE CONDITIONS WITHIN 10 MONTHS
 DEFENDANT IS TO COMPLETE A SUBSTANCE ABUSE COURSE
 SNT: SUBSTANCE ABUSE EVAL/COUNS- WITHIN 60 DAYS
 DEFENDANT MAY NOT POSSESS OR CONSUME ILLEGAL DRUGS OR MEDICATION
 WITHOUT A VALID PRESCRIPTION
 RANDOM DRUG SCREENS AT OWN EXPENSE
 COMMUNITY SERVICE IN LIEU OF F&C- AT A RATE OF \$8.10 PER HR
 DEFENDANT IS ORDERED TO SUCCESSFULLY COMPLETE 40 HOURS OF
 COMMUNITY SERVICE WITH THE MARION COUNTY SOLID WASTE
 DEPARTMENT AS ARRANGED BY THE MISDEMEANOR PROBATION OFFICE
 OPERATED BY SALVATION ARMY CORRECTIONAL SERVICES IN MARION
 COUNTY. DEFENDANT IS ORDERED TO APPEAR IN PERSON AT THE
 MISDEMEANOR PROBATION OFFICE IN OCALA TO MAKE ARRANGEMENTS
 FOR DOING THESE COMMUNITY SERVICE HOURS.


 SARAH RITTERHOFF-WILLIAMS

I HEREBY ACKNOWLEDGE receipt of
 a copy of this form and understand that I
 must comply with all applicable
 conditions noted above.

Filed in open court on October 03, 2018.


 Defendant's Signature


 Deputy Clerk

19210 SW 44 STREET
 DUNNELLON, FL 34432
 Mailing Address

COUNTY COURT OF THE FIFTH JUDICIAL CIRCUIT,
IN AND FOR MARION COUNTY, FLORIDA

STATE OF FLORIDA
vs.
SUSAN MARIE BACCILI

DOB: 09/25/1983
RACE: White
GENDER: Female

Case Number: 18MM004422AX
Agency Case Number: D18070561

JUDGMENT & SENTENCE

Judge: SARAH RITTERHOFF-WILLIAMS
State Attorney: ROBERT KYLE LAMBERT
Defense Attorney: ZARINA HERNANDEZ

Event Date: 12/19/2018
Hearing Type: VOP CHANGE OF
PLEA

Arrest Data:

Date:	Booking #:	Agency Case #:	OBTS #:
11/14/2018	S18030834	S18030834	4203157558

1	893.13.6B	POSSESSION OF CANNABIS LESS THAN 20 GRAMS	Misdemeanor First Degree	11/14/2018
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PROSECUTOR PHASE:	COURT PHASE/PLEA/DISPOSITION:
	OFFENSE VOP reopened on 11/14/2018 closed on 12/19/2018 Violation plea: ADMIT Violation disposition: GUILTY VOP/VOCC Probation revoked

SENTENCE/PROVISIONS/ADDITIONAL SENTENCE NOTES:

CNT: 1 MAX CONFINEMENT County Jail FOR 300 DYS
CNT: 1 CREDIT TIME SERVED FOR 37 DYS

MONETARY OBLIGATIONS:

Date	Amount	Description	Balance
12/19/2018	50.00	COSTS OF PROSECUTION	50.00
12/19/2018	50.00	PUBLIC DEFENDER LIEN	50.00
12/19/2018	13.00	JUDGMENT RECORDING FEE MM	13.00
12/19/2018	15000.00	COST OF INCARCERATION-COUNTY	15000.00
08/17/2018	50.00	AFFIDAVIT OF INDIGENT STATUS **PREVIOUSLY ORDERED**	0.00
10/03/2018	15.00	MARION COUNTY SUBSTANCE ABUSE TF	15.00

PREVIOUSLY ORDERED			
10/03/2018	13.00	JUDGMENT RECORDING FEE MM	13.00
PREVIOUSLY ORDERED			
10/03/2018	15.00	DRUG/ALCOHOL VIOLATION COSTS	15.00
PREVIOUSLY ORDERED			
10/03/2018	5.00	5% SURCHARGE MISDEMEANOR	5.00
PREVIOUSLY ORDERED			
10/03/2018	130.00	MISDEMEANOR COURT COSTS	130.00
PREVIOUSLY ORDERED			
10/03/2018	100.00	MISDEMEANOR FINE	100.00
PREVIOUSLY ORDERED			
10/03/2018	50.00	COSTS OF PROSECUTION	50.00
PREVIOUSLY ORDERED			
10/03/2018	93.00	COUNTY CRIMINAL PER COUNT COSTS	93.00
PREVIOUSLY ORDERED			
11/14/2018	50.00	AFFIDAVIT OF INDIGENT STATUS	50.00
PREVIOUSLY ORDERED			

DOCKETS:

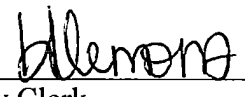
D6 UNTIL ALL FNCL CONDTs MET
 MONIES TO MSB WITHIN 90 DAYS
 COST FOR INCARCERATION IS ORDERED AT A RATE OF \$50.00 PER DAY AS A
 CIVIL RESTITUTION LIEN AND THE DEFENDANT'S DRIVERS LICENSE SHALL
 NOT BE SUSPENDED FOR FAILURE TO PAY THE CIVIL LIEN.


 SARAH RITTERHOFF-WILLIAMS

I HEREBY ACKNOWLEDGE receipt of
 a copy of this form and understand that I
 must comply with all applicable
 conditions noted above.

Filed in open court on December 19, 2018.


 Defendant's Signature


 Deputy Clerk
 LB

19210 SW 44 STREET
 DUNNELLON, FL 34432
 Mailing Address

INMATE WORKER TRACKING FORM

INMATE INFORMATION:

NAME:	BACCILI, SUSAN	R/S:	WF	DOB:	9/25/1983
I/M PIN:	A0232955	Pursuant to Florida State Statutes: 925.08 & 951.15			

[illegible]

INMATE WAS RELEASED FROM JAIL ON THIS DATE: 7/26/2019

OFFICER: CT # 1687

7/16/2019

OFFICER:

DATE:

7-19-19



Marion County

Board of County Commissioners

Agenda Item

File No.: 2024-16063

Agenda Date: 8/6/2024

Agenda No.: 8.2.

SUBJECT:

Request Board Guidance on Disposition of Former County Parcel with Reverter Clause

INITIATOR:

Matthew G. Minter, County Attorney

DEPARTMENT:

County Attorney

DESCRIPTION/BACKGROUND:

On October 2, 2007 Marion County conveyed by statutory deed its surplus Parcel Number 30900-000-00 (located at 250 SW 22nd Place, Ocala, FL) to The Samaritan Corporation, a Florida non-profit, per Sec. 125.411, F.S. The property is located nearby, and to the south of Latinos Y Mas restaurant. The corner, rectangular-shaped lot is zoned R3 / residential multi-family, measures .69 acres in size and has a concrete block building (see attached Property Appraiser's information) that had been used in the past as a polling location. The parcel was to serve a public purpose as the non-profit's headquarters and education center. In making the conveyance, the County included a reverter clause which provided that in the event Samaritan or its successors and assigns failed to maintain and utilize the property for public purposes, the County "may request and the party of second part shall execute and deliver to County a special warranty deed reconveying Parcel Number 30900-000-00 free and clear of all encumbrances..."

On December 11, 2009, The Samaritan Corporation received \$21,000 to transfer the subject Parcel to Narragansette Investments by Corporate Warranty Deed - despite the reverter clause and without giving the County notice of the intended conveyance or providing it the opportunity to exercise its rights under the reverter clause - all in violation of the County's statutory deed. Narragansette, a sophisticated investment entity, subsequently deeded the property to a series of interrelated corporate entities, all controlled by principals Gabe and Chad Doher, and the parcel is now held by their company Colesco Partners LLC. Samaritan was administratively dissolved in 2014 by the Secretary of State for failure to file its annual report after 2013.

The Doher's various corporate entities had been timely paying annual ad valorem taxes and assessments on the parcel from 2009 through 2019. In July of 2022 counsel for the Doher's informally asked the County to release the reverter clause and former Asst. County Attorney Ward advised counsel that if they wanted to bring the request to the BOCC for discussion, they should contact Shawn Hubbuck, which was done on July 22, 2022. Mr. Hubbuck was ill at the time and subsequently passed, and Doher counsel's request sat in limbo. In the meantime, the Tax Collector issued a tax certificate to investors who paid the tax delinquencies, with the current amount outstanding at \$5,496.57. The lienholder has since filed an application for tax deed, and the Tax Collector has placed it on hold, pending resolution of the reverter clause.

Mr. Doher's current position is that he has no problem paying the outstanding taxes - he "just wants

to make sure that we (his company) legitimately own the property and do what we need to do to make it useful property for all of us.”

In addition, Marion County Community Services has expressed its desire to reclaim the subject parcel for its stock of affordable housing.

See attached memo for further legal considerations for discussion.

BUDGET/IMPACT:

None

RECOMMENDED ACTION:

Board discussion and guidance is requested regarding next steps for the disposition of the referenced parcel.

COUNTY ATTORNEY AGENDA MEMORANDUM FOR AUGUST 6, 2024

TO: Board of County Commissioners (BOCC)

FROM: Matthew G. Minter, County Attorney

DATE: July 30, 2024

SUBJECT: Disposition of Former County Parcel with Reverter Clause

The BOCC's guidance is requested re the disposition of a former County parcel containing a reverter clause.

Factual Background:

On October 2nd, 2007 Marion County conveyed by statutory deed its surplus **Parcel #30900-000-00** (located at 250 SW 22nd Place, Ocala, FL) to **The Samaritan Corporation**, a Florida non-profit, per Sec. 125.411, F.S. The property is located nearby, and to the south of Latinos Y Mas restaurant. The corner, rectangular-shaped lot is zoned R3 / residential multi-family, measures .69 acres in size and has a concrete block building (see attached **Property Appraiser's information**) that had been used in the past as a polling location. The parcel was to serve a public purpose as the non-profit's headquarters and education center. In making the conveyance, **the County included a reverter clause** which provided that in the event Samaritan or its successors and assigns failed to maintain and utilize the property for public purposes, **the County "may request and the party of second part shall execute and deliver to County a special warranty deed reconveying Parcel #30900-000-00 free and clear of all encumbrances..."**

On December 11th, 2009, The Samaritan Corporation received \$21,000 to transfer the subject Parcel to Narragansette Investments by Corporate Warranty Deed - **despite the reverter clause and without giving the County notice of the intended conveyance or providing it the opportunity to exercise its rights under the reverter clause - all in violation of the County's statutory deed.** Narragansette, a sophisticated investment entity, subsequently deeded the property to a series of interrelated corporate entities, all controlled by principals Gabe and Chad Doher, and **the parcel is now held by their company Colesco Partners LLC.** Samaritan was administratively dissolved in 2014 by the Secretary of State for failure to file its annual report after 2013.

The Doher's various corporate entities had been timely paying annual ad valorem taxes and assessments on the parcel from 2009 through 2019. In July of 2022 counsel for the Doher's informally asked the County to release the reverter clause and former Asst. County Attorney Ward advised counsel that if they wanted to bring the request to the BOCC for discussion, they should contact Shawn Hubbuck, which was done on July 22, 2022. Mr. Hubbuck was ill at the time and subsequently passed, and Doher counsel's request sat in limbo. **In the meantime, the Tax Collector issued a tax certificate to investors who paid the tax delinquencies**, with the current amount outstanding at \$5,496.57. The lienholder has since filed an application for tax deed, and the Tax Collector has placed it on hold, pending resolution of the reverter clause.

Mr. Doher's current position is that he has no problem paying the outstanding taxes – he “just wants to make sure that we (his company) legitimately own the property and do what we need to do to make it useful property for all of us.”

In addition, MC Community Services has expressed its desire to reclaim the subject parcel for its stock of affordable housing.

Legal Considerations:

Clearly, **Samaritan violated the reverter clause by conveying the parcel to Narragansette without notifying the County and affording it the opportunity to request a reconveyance.** Thus, Samaritan's 2009 deed to Narragansette (prepared by SunBelt Title Services in Ocala) was tainted, as were all subsequent transfers. It would appear Narragansette, as a sophisticated investment entity, was aware of the reverter clause in its Grantor's chain of title, but chose to proceed with the transaction. In doing so, it had unclean hands and assumed the risk of the reverter blossoming downstream. However, **the reverter as drafted, was not determinable and automatic - as it did not return the property to the County by operation of law.** It was conditional in nature, and **required the County to request reconveyance of the property upon the event that it ceased to be used for public purposes.** However, as indicated above, the County's Grantee, the Samaritan Corporation, did not notify the County that it was going to sell the property and keep the proceeds of the sale for itself.

Thus, the question for the Board is **whether the Board wishes to recover the property for the County.** If so, we will provide notice to the current owner that the County is exercising its option to request reconveyance under the terms of the original deed. If the current owner refuses to do so, we would have to file a civil action in order to attempt to enforce the reverter clause. Therefore, if the Board directs us to seek re-conveyance of the Parcel, we request further authorization to file a civil action in the event the current owner refuses to comply with our request

CONCLUSION:

BOCC discussion and guidance is requested re next steps for the disposition of the referenced parcel.

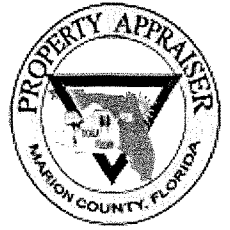
MGM/lz

Attachments

Cc: Cheryl Martin

Jimmy H. Cowan, Jr., CFA

Marion County Property Appraiser



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

2024 Property Record Card

Real Estate

30900-000-00

[GOOGLE Street View](#)

Prime Key: 712841

[Beta MAP IT+](#)

Current as of 7/31/2024

Property InformationM.S.T.U.

COLESCO PARTNERS LLC
8 THE GRN 5867
DOVER DE 19901-3618

Taxes / Assessments:

Map ID: 179

Millage: 1001 - OCALA

PC: 77

Acres: .69

Situs: Situs: 250 SW 22ND PL OCALA

2023 Certified Value

Land Just Value	\$40,125		
Buildings	\$33,560		
Miscellaneous	\$319		
Total Just Value	\$74,004		
Total Assessed Value	\$55,298	Impact	(\$18,706)
Exemptions	\$0	<u>Ex Codes:</u>	
Total Taxable	\$55,298		
School Taxable	\$74,004		

History of Assessed Values

Year	Land Just	Building	Misc Value	Mkt/Just	Assessed Val	Exemptions	Taxable Val
2023	\$40,125	\$33,560	\$319	\$74,004	\$55,298	\$0	\$55,298
2022	\$24,075	\$29,437	\$319	\$53,831	\$50,271	\$0	\$50,271
2021	\$19,260	\$26,122	\$319	\$45,701	\$45,701	\$0	\$45,701

Property Transfer History

Book/Page	Date	Instrument	Code	Q/U	V/I	Price
7187/0893	02/2020	08 CORRECTIVE	0	U	I	\$100
7146/0953	02/2020	07 WARRANTY	0	U	I	\$100
5635/0873	02/2012	07 WARRANTY	0	U	I	\$100
5291/1795	12/2009	41 CORP	4 V-APPRAISERS OPINION	U	I	\$21,000
4929/1141	11/2007	02 DEED NC	0	U	V	\$100

Property Description

SEC 19 TWP 15 RGE 22
N 200 FT OF W 150 FT OF LOT 27 SUB OF W 1/2 SANCHEZ

GRANT

Land Data - Warning: Verify Zoning

Use	CUse	Front	Depth	Zoning	Units	Type	Rate	Loc	Shp	Phy	Class	Value	Just Value
7700		150.0	200.0	R3	150.00	FF							

Neighborhood 1030 - RES POCKET OFF PINE & 17TH
Mkt: 8 70

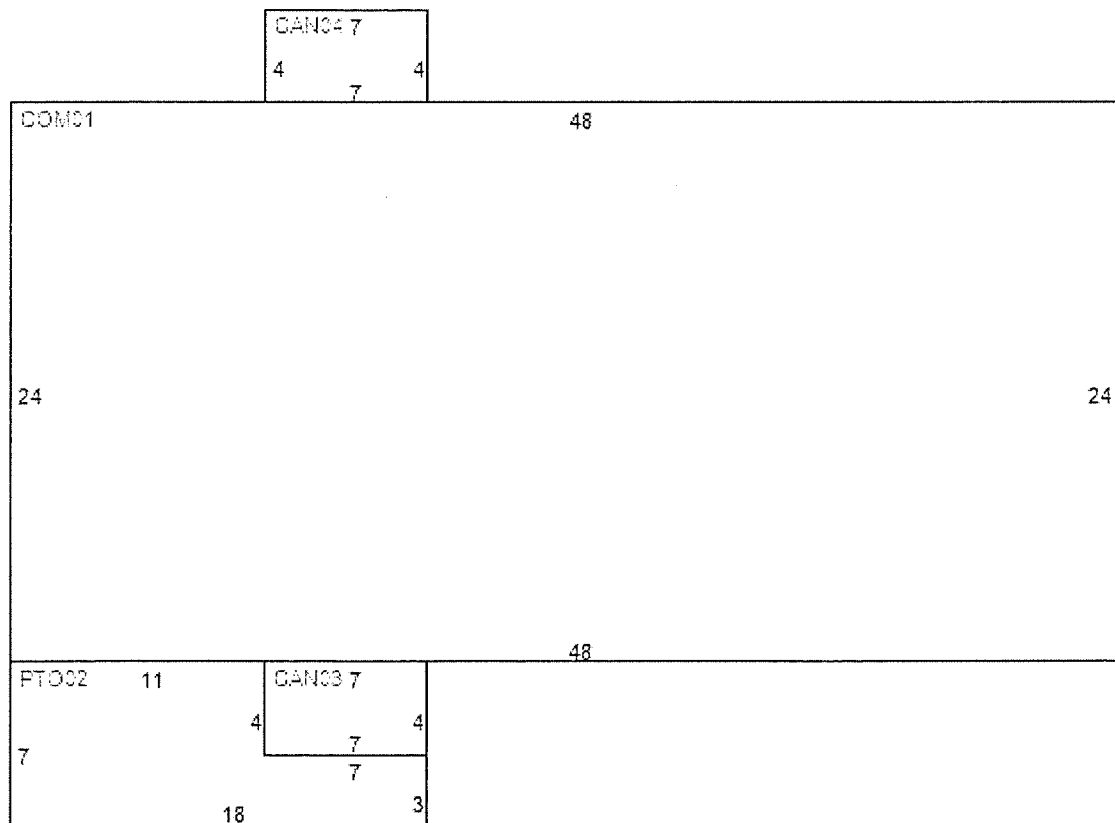
Traverse**Building 1 of 1**

COM01=R48U24L48D24.

PTO02=D7R18U3L7U4L11.R11

CAN03=R7D4L7U4.U24

CAN04=U4R7D4L7.

Building Characteristics

Structure 4 - MASONRY NO PILAST
Effective Age 9 - 40-99 YRS

Year Built 1975
Physical Deterioration 0%

Condition 0
Quality Grade 300 - LOW
Inspected on 1/12/2018 by 181

Obsolescence: Functional 0%
Obsolescence: Locational 0%
Base Perimeter 144

Exterior Wall 24 CONC BLK-PAINT

Section	Wall Height	Stories	Year Built	Basement %	Ground Flr Area	Interior Finish	Sprinkler A/C
1	8.0	1.00	1975	0	1,152	M86 COUNTY	100 % N N
2	8.0	1.00	1990	0	98	PTO PATIO	100 % N N
3	8.0	1.00	1975	0	28	CAN CANOPY-ATTACHD	100 % N N
4	8.0	1.00	1975	0	28	CAN CANOPY-ATTACHD	100 % N N

Section: 1

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

Miscellaneous Improvements

Type	Nbr Units	Type	Life	Year In	Grade	Length	Width
159 PAV CONCRETE	288.00	SF	20	1985	3	0.0	0.0

Appraiser Notes

OLD VOTING BOOTH
VACANT AT TIME OF INSPECTION

Planning and Building** Permit Search **

Permit Number	Date Issued	Date Completed	Description
BLD17-1927	11/29/2017	-	BOARD UP
BLD09-0849	6/11/2009	-	RES REPAIRS



Marion County

Board of County Commissioners

Agenda Item

File No.: 2024-15801

Agenda Date: 8/6/2024

Agenda No.: 9.1.

SUBJECT:

Request Approval of Marion County's State Legislative Priorities for the 2025 Legislative Session - Matthew Cretul, Legislative Manager

INITIATOR:

Mathew R. Cretul, 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.

PROPOSED MARION COUNTY BCC PRIORITIES FOR THE 2025 STATE LEGISLATIVE SESSION

MATTHEW R. CRETUL, SR.
LEGISLATIVE MANAGER

Section I. Appropriations Requests

Lowell Municipal Drinking Water Project

Request: The estimated construction costs remaining are \$2,500,000

Roadway & utility improvements on NW 80th Avenue/NW 49th Street

Section A: 3.4-mile portion of NW 49th St. from NW 70th Ave to NW 44th Ave
Request: \$15,000,000 for roadway & utility construction

Section I. Appropriations Requests



Funding for
improvements to the
Bradford-Ma Barker
House

Request: Marion County is requesting \$950,000 for infrastructure improvements to the Ma Barker House

Funding for the Florida
Department of Health –
Marion's Belleview Clinic

Request: Marion County is requesting \$250,000 for the design of a new FDOH-Marion clinic in Belleview

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7/31/2024

3

Section II. Priorities –Language Change Requests



Marion County requests legislation requiring municipalities to receive consent from counties when offering services within unincorporated areas

Marion County requests legislation exempting funds set aside for the completion of inspections on issued permits from Florida Building Code carryforward fund limits

Marion County requests legislation raising the CCNA continuing contract study cap for professional services from \$500,000 to \$1 million

Marion County requests legislation allowing insurance coverage for families of firefighters injured during official training exercises

**The proposed legislative language changes for all priorities are provided in your packet*

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4

Section III. Marion County – Supported Local Priorities



Allow swimming once again at Silver Springs

Action: Coordinate with state agencies and delegation members to resolve permitting issues that are delaying the process

Continued support for funding Septic to Sewer programs

Action: Marion County will continue to implement the developed septic-to-sewer plans with the ultimate goal of reducing the nutrient levels within the Silver Springs and Rainbow Springs BMAP

Coordinate state and local efforts to provide effective natural resource management to Silver Glen Springs

Action: Support coordination between local, state, and federal agencies to ensure consistency in monitoring, enforcement, and the protection of Silver Glen Springs

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5

Section IV. Marion County – Supported Local Organizations



Marion County will offer the following organizations any correspondence and other support as needed

- Ft. King Heritage Foundation
- Marion Senior Services
- Southeastern Livestock Pavilion
- Marion County Memorial Honor Guard and other veteran's organizations
- Districts 5 & 24 Medical Examiner Office
- State Attorney for the 5th Judicial Circuit

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6

Questions, discussion, or direction?

Marion County 2025 Proposed State Legislative Priorities

Section I. Appropriations Requests

- 1) Funding the Lowell Municipal Drinking Water Project
- 2) Funding for roadway and utility construction on NW 49th St from NW 70th Ave to NW 44th Ave
- 3) Funding for improvements to the Bradford-Ma Barker House
- 4) Funding for the Florida Department of Health – Marion’s Belleview Clinic

Section II. Legislative Language Change Requests

- 1) Marion County requests legislation requiring municipalities to receive consent from counties when offering services within unincorporated areas
- 2) Marion County requests legislation exempting funds set aside for the completion of inspections on issued permits from Florida Building Code carryforward fund limits
- 3) Marion County requests legislation raising the CCNA continuing contract study cap for professional services from \$500,000 to \$1 million
- 4) Marion County requests legislation allowing insurance coverage for families of firefighters injured during official training exercises

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

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) Continued support for the Southeastern Livestock Pavilion
- 4) Support Marion County Honor Guard and other veterans’ organizations
- 5) Support Districts 5 & 24 Medical Examiner Office’s appropriations request
- 6) Support the State Attorney for the 5th Judicial Circuit’s appropriations request

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 area, 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 that will be used for construction costs and is in the process of securing \$1 million in funding through the State Revolving Fund. Those funds will be used for the planning & design portions 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 the estimated remaining construction costs.*

2) Funding for roadway and utility improvements on NW 49th St from NW 70th Ave to NW 44th Ave

Description/Background:

The NW 49th Street project as titled above is also known as **Segment A** of the SW/NW 80th/70th Avenue/49th Street corridor which is a 13-mile stretch of roadway parallel to Interstate 75 (I-75) and described in the below section. This segment is planned as a 4-lane divided roadway along an east-west alignment for 3.4 miles, connecting NW 70th Avenue (CR 225A) to NW 44th Avenue and the new interchange at I-75. Also, included as part of this project is the installation of a new sewer line and a water line to serve future growth, development along this corridor and to provide for much-needed septic-to-sewer connections in the area.

This project already received \$1 million in state funding during the 2023 legislative session for right-of-way acquisition, \$1.5 million in funding in the 2024 legislative session for project design, and this request seeks \$15 million for construction. Any funds received will first be applied to road construction, while the remaining funds will then be applied to utility construction, which consists of 15,000 ft of linear 16" water main and 10" force main, 15 16" gate valves, and fire hydrants, among other improvements.

The SW/NW 80th/70th Avenue/49th Street corridor is described as follows:

Marion County is at the forefront of growth in Florida. Not only are nearly 300 people moving into the county each week, but I-75 also carries more than 100,000 vehicles daily through the county, 25,000 of which are trucks and tractor-trailers. The Marion County Board of County Commissioners (BCC) and the City of Ocala are actively building parallel and alternative corridors to I-75 and other state roads in the area. The BCC has a voter-approved one percent sales tax that has delivered more than \$250 million to roadway improvements over the last 8 years. With this accelerated growth, we find ourselves with a shortfall and are not able to deliver relief to our roads, state corridors, and I-75 fast enough.

The above titled corridor begins approximately half a mile north of SR 200 and consists of a north-south alignment along an existing 2-lane road (SW/NW 80th/70th Avenue) to north of US 27 where it then transitions into a new east-west corridor to meet I-75, **Segment A**, in alignment with NW 49th Street for which we are seeking construction funding. Marion County has also partnered with the Florida Department of Transportation (FDOT) to build a new interchange on I-75 with a future road aligning at NW 49th Street. Besides being a funding partner and acquiring the right-of-way for the new interchange (total Marion County contribution of \$20,119,860).

Along this corridor, traveling north from SR 200, you pass the actively developing On Top of the World (OTOW) development of regional impact (DRA), a retirement community with more than 3,100 constructed residential units (10% of what they are historically vested for). Then you pass Calesa Township, also actively developing more than 5,000 residential units by the same OTOW developer but targeting families with a variety of amenities, as well as a charter school and the Florida Aquatics Swimming and Training Facility (FAST). Continuing north you'll pass a mix of developed residential properties and horse farms of varying sizes, and then commercial businesses as you approach the SR 40 intersection. On the north side of SR 40, you'll see the entrance features to the renowned World Equestrian Center (WEC), the largest equestrian complex in the United States. Traveling along the east perimeter of WEC, you'll continue north through the intersection with US 27, and at approximately 0.5 miles this corridor will then transition east through pastureland, where it will intersect the existing 2-lane road called NW 49th Street and reach the new interchange at I-75.

On Top of the World and the World Equestrian Center are both contributing proportionate share funding to this 4-lane corridor. Marion County is contributing +\$20 million to the I-75 interchange for right-of-way acquisition and construction. We have a proven track record of successfully delivering projects and a clear plan to deliver this corridor. Our success will be beneficial not just to our community, but to all of those traveling along I-75, US 27, SR 40, and SR 200 in this area. Funding for the fast-tracking of this project will be beneficial to all.

Requests:

Segment A: 3.4-mile portion of NW 49th St. from NW 70th Ave to NW 44th Ave

- Segment A Request: The estimated cost of road & utility construction is \$30,000,000. Marion County has set aside the required local match amount and is requesting \$15,000,000 for the remaining project cost.***

3) Funding for improvements on the Bradford-Ma Barker House

Description/Background:

The Bradford-Ma Barker house is located in 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” was looking for an out-of-the-way cottage to spend some quality time with her sons. They needed a place to rest and re-coup 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 is the scene of the longest FBI shootout 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 hide-out 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 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 \$950,000 for infrastructure improvements to the Ma Barker House*

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 replacing 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 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.

Request: Marion County is requesting \$250,000 for the design of a new FDOH-Marion clinic in Belleview

Section II. Legislative Language Change Requests

1) Marion County requests legislation requiring municipalities to receive consent from counties when offering services within unincorporated areas

Description/Background:

FS. 180.02 – Power of municipalities:

The issue under consideration is the scope of power available to municipalities under Sec. 180.02, F.S., to establish extraterritorial utility zones or service areas within the unincorporated county. Once established, the municipality may require pursuant to subsection (3) that "all persons or corporations living or doing business within said area to connect, when available" with described municipal systems. Sec. 180.191, F.S., provides for a 25% surcharge under paragraph (1)(a) and the possibility, under paragraph (1)(b), that customers of the unincorporated area within such zone or service area may pay rates, fees and charges of up to 50% more than municipal customers pay for the corresponding service. If only the surcharge is imposed over municipal rates, a public hearing is not even required under paragraph (1)(a). A public hearing is required under paragraph (1)(b).

This statutory scheme creates the possibility that customers in the unincorporated area will be paying higher rates to subsidize the lower rates of municipal customers, and the city's elected officials have no political accountability to the customers in the unincorporated areas. This scenario recently occurred in the City of Dunnellon in Marion County, where the city acquired an investor-owned utility in the unincorporated area and, pursuant to the above statute, imposed the surcharges, and other impositions on the customers of that system. This resulted in litigation that was costly to the city and ultimately led to the system being acquired by the Florida Governmental Utility Authority. In addition to the above-described concerns for residents of the unincorporated county, the municipality's unrestricted power under Sec. 180.02 to establish such utility zones or service areas creates a disruptive influence on the planning and system development of County-owned utility systems.

Sec. 180.02 was originally adopted in 1935 and was last revised in 1995. It is suggested that the statute is obsolete, and not reflective of the scope of services provided by county governments in medium and large counties. When originally adopted, and for years thereafter, counties typically did not provide “municipal” services in unincorporated areas. All of that has changed with the advent of the county home rule powers act, sec. 125.01, F.S., and many counties, including Marion, provide a broad range of municipal services. In fact, several of the municipalities in Marion County contract for the county to provide municipal services to their residents. What is most problematic for county utility departments is the ability of cities, under Sec. 180.02, F.S., to create such zones in unincorporated areas, regardless of the impact thereof on county utility operations, and with no agreement or consent required by the county. While a county may file objections under subsection 180.03(2), the city is free to ignore those objections.

It is urged that a reasonable resolution of the above situation is found in Sec. 180.06, F.S. – Activities authorized by municipalities and private companies – where the last paragraph provides: “However, a private company or municipality shall not construct any system, work, project or utility authorized to be constructed hereunder in the event that a system, work, project or utility of a similar character is being actually operated by a municipality or private company in the municipality or territory immediately adjacent thereto unless such municipality or private company consents to such construction.” It is the foregoing requirement for consent that is lacking for counties, they should be afforded the same powers reserved for private companies. It is proposed that legislation be enacted that would provide that where a county has, by ordinance, established one or more utility service areas in the unincorporated area, and within such services, has the current ability to provide service, a municipality may not provide utility services within such county service areas. Within any county service area where the county does have the ability to provide service within 18 months, a municipality may not provide service within such county service area without consent from the county. Counties and municipalities are encouraged to cooperatively establish utility service boundary agreements that will maximize the capacities and efficiencies of their respective systems, with the goal of providing the most cost-effective utility service to system customers.

Action: Amend 180.02 F.S. and 180.06 F.S. to provide counties the same affordances as municipalities and private companies. Additionally, to enumerate that where a county has, by ordinance, established one or more utility service areas in the unincorporated area and where the county has the current ability or intent to provide service within 18 months, a municipality may not provide utility services within such county service area(s) without consent of the county.

180.02 Powers of municipalities.—

(1) For the accomplishment of the purposes of this chapter, any municipality may execute its corporate powers within its corporate limits.

(2) Any municipality may extend and execute all of its corporate powers applicable for the accomplishment of the purposes of this chapter outside of its corporate limits, as hereinafter provided and as may be desirable or necessary for the promotion of the public health, safety and welfare or for the accomplishment of the purposes of this chapter; provided, however, that said corporate powers shall not extend or apply within the corporate limits of another municipality.

(3) In the event any municipality desires to avail itself of the provisions or benefits of this chapter, it is lawful for such municipality, with consent of the county, to create a zone or area by ordinance and to prescribe reasonable regulations requiring all persons or corporations living or doing business within said area to connect, when available, with any sewerage system or alternative water supply system,

including, but not limited to, reclaimed water, aquifer storage and recovery, and desalination systems, constructed, erected and operated under the provisions of this chapter; provided, however, in the creation of said zone the municipality shall not include any area within the limits of any other incorporated city or village, nor shall such area or zone extend for more than 5 miles from the corporate limits of said municipality.

180.06 Activities authorized by municipalities, counties, and private companies. —

Any municipality, county, or private company organized for the purposes contained in this chapter, is authorized:

- (1) To clean and improve street channels or other bodies of water for sanitary purposes;
- (2) To provide means for the regulation of the flow of streams for sanitary purposes;
- (3) To provide water and alternative water supplies, including, but not limited to, reclaimed water, and water from aquifer storage and recovery and desalination systems for domestic, municipal or industrial uses;
- (4) To provide for the collection and disposal of sewage, including wastewater reuse, and other liquid wastes;
- (5) To provide for the collection and disposal of garbage;
- (6) And incidental to such purposes and to enable the accomplishment of the same, to construct reservoirs, sewerage systems, trunk sewers, intercepting sewers, pumping stations, wells, siphons, intakes, pipelines, distribution systems, purification works, collection systems, treatment and disposal works;
- (7) To construct airports, hospitals, jails and golf courses, to maintain, operate and repair the same, and to construct and operate in addition thereto all machinery and equipment;
- (8) To construct, operate and maintain gas plants and distribution systems for domestic, municipal and industrial uses; and
- (9) To construct such other buildings and facilities as may be required to properly and economically operate and maintain said works necessary for the fulfillment of the purposes of this chapter.

However, a private company or municipality shall not construct any system, work, project or utility authorized to be constructed hereunder in the event that a system, work, project or utility of a similar character is being actually operated by a municipality, county, or private company in the municipality or territory immediately adjacent thereto, unless such municipality, county, or private company consents to such construction.

Additionally, where a county has, by ordinance, established one or more utility service areas in the unincorporated area and where the county has the current ability or intent to provide service within 18 months, a municipality may not provide utility services within such county service area(s) without consent of the county.

2) 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)

3) 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.

4) Marion County requests legislation allowing insurance coverage for families of firefighters injured during official training exercises

Description/Background:

Currently, Section 112.91(2)2 F.S. allows for health insurance benefits for spouses and dependent children of firefighters should the firefighter sustain an injury or die, but only under certain circumstances. Marion County is requesting the statute be modified so the benefits are extended if the injury or death occurs as a result of an official training exercise.

Action: Support legislation that allows families of firefighters injured during official training exercises to continue to receive insurance benefits.

112.191 Firefighters; death benefits.—

- 2. In order for the firefighter, spouse, and dependent children to be eligible for such insurance coverage, the injury must have occurred as the result of the firefighter's response to what is reasonably believed to be an emergency involving the protection of life or property, during an official training exercise, or an unlawful act perpetrated by another. Except as otherwise provided herein, this paragraph may not be construed to limit health insurance coverage for which the firefighter, spouse, or

dependent children may otherwise be eligible, except that a person who qualifies for benefits under this section is not eligible for the health insurance subsidy provided under chapter 121, chapter 175, or chapter 185.

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 permitting 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

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, 8 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*

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) Continued support for the Southeastern Livestock Pavilion

Description/Background:

An Ocala landmark since 1945, the Southeastern Livestock Pavilion is one of Marion County's premier agricultural showplaces. The pavilion is located on Old Jacksonville Road, east of Highway 441 and north of Highway 27. The Southeastern Livestock Pavilion consists of two covered arenas, one indoor sales arena with stadium seating for 800, a 226 concrete stall barn, a rec hall, and the extension auditorium.

Marion County Parks and Recreation manages the pavilion, which is jointly owned by the Marion County Board of County Commissioners and the Florida Department of Agriculture and Consumer Services. The pavilion hosts numerous shows, sales, and special events each year, including the Southeastern Youth Fair, the oldest all-youth fair in the country that continues to operate without a midway, officially beginning in 1978. The steer show, however, which was the genesis of the fair, began in 1941. Additionally, it is the largest all-youth fair event in the State of Florida.

Action: *Provide the Southeastern Livestock Pavilion with any correspondence or other support as needed.*

4) 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.*

5) Support the Districts 5 & 24 Medical Examiner Office's appropriations request

Description/Background:

The current 9,244 sq. ft. Medical Examiner (ME) building was built in 1999, and despite additions throughout the years, has proven too small and inefficient and is not suited for long-term use. Additionally, expansion on the current site is not possible. The proposed new building will be 30,000 sq. ft. and will include a morgue, as well as an administrative section, and will be expandable in the future. The ME Advisory Committee sent out an RFP for both land and a "build to suit" option. However, based on the submissions that were received, the board determined that directly overseeing the construction was the most cost-effective way to proceed and rejected all the proposals. Two RFQs, one for architecture and one for a "construction manager at risk" went out on 7/31/2023. A Financial/Cost analysis determined the project will cost \$29 million, which includes \$1.699 million in construction contingency costs. To cover the costs, Marion County is expecting to take out a \$29 million bond. Regarding cost allocation, Marion County will be proposing that the cost be split by the population size of each county. Further, one possible site has been identified in the Summerfield area at the intersection of Hwy 301 & 42.

Action: *Provide Districts 5 & 24 Medical Examiner's Office with any correspondence or other support as needed.*

6) Support the State Attorney for the 5th Judicial Circuit's appropriations request

Description/Background:

The Marion County Sexual Assault Center is designed to minimize additional trauma after an allegation of sexual assault. Therapeutic Counseling is a critical piece in helping victims receive the support and services needed to become survivors. Establishing a support network is key in the healing process which can begin with establishing a counselor. Our Therapeutic Counseling Program is designed to provide immediate therapeutic services to victims of sexual assault.

The Marion County Sexual Assault Center is seeking funding to hire two (2) Mental Health Counselors. Counselors will preferably hold a master's in psychology, Social Work, Counseling, or other relevant discipline. Counselors will provide crisis intervention counseling using evidence-based treatment modalities. Counselors will advocate for clients by arranging for services to enhance recovery, assist in preparing for court, and engage in ongoing case management to ensure continuity of services.

Action: Provide State Attorney for the 5th Judicial Circuit with any correspondence or other support as needed.



Marion County

Board of County Commissioners

Agenda Item

File No.: 2024-15823

Agenda Date: 8/6/2024

Agenda No.: 9.2.

SUBJECT:

Present Update on American Rescue Plan Act Funding - Angel Roussel, Assistant County Administrator

INITIATOR:

Angel Roussel, P.E., Assistant County Administrator

DEPARTMENT:

Administration

DESCRIPTION/BACKGROUND:

Present update on American Rescue Plan Act (ARPA) Funding. The table below represents the different initiatives previously approved and their current balances.

Initial ARPA Funding	Funds	Expended/Encumbered	Balance
Administrative/Broadband	\$612,880.00	\$570,256.75	\$42,623.25
College of Central Florida Nursing Facility	\$2,000,000.00	-	\$2,000,000.00
CEP New Health Related Business Initiatives	\$825,000.00	\$750,000.00	\$75,000.00
Affordable Housing Initiatives	\$2,000,000.00	\$1,252,434.40	\$747,565.60
Not for Profit Capacity in Rural Areas Grant Program	\$2,000,000.00	\$1,857,000.00	\$143,000.00
Utility Projects	\$63,571,555.00	\$63,571,555.00	-
Subtotal Initial Funding	\$71,009,435.00	\$67,985,289.83	\$3,008,188.85

BUDGET/IMPACT:

None

RECOMMENDED ACTION:

For informational purposes.



SUMMARY OF IMPORTANT MILESTONES

- Signed into Law 03/11/2021
- Board priorities discussion 08/17/2021
- Deadline for encumbrances 12/31/2024
- Deadline for expenditures 12/31/2026



INITIAL FUNDS OVERVIEW

Initial ARPA Funding	Funds	Expended/Encumbered	Balance
Administrative/Broadband	\$ 612,880.00	\$ 570,256.75	\$ 42,623.25
College of Central Florida Nursing Facility	\$ 2,000,000.00	\$ -	\$ 2,000,000.00
CEP New Health Related Business Initiatives	\$ 825,000.00	\$ 750,000.00	\$ 75,000.00
Affordable Housing Initiatives	\$ 2,000,000.00	\$ 1,252,434.40	\$ 747,565.60
Not For Profit Capacity in Rural Areas Grant Program	\$ 2,000,000.00	\$ 1,857,000.00	\$ 143,000.00
Utility Projects	\$ 63,571,555.00	\$ 63,571,555.00	\$ -
Subtotal Initial Funding	\$ 71,009,435.00	\$ 67,985,289.83	\$ 3,008,188.85

REVENUE/GRANT FUNDS OVERVIEW

Additional Revenues/Grants	Funds	Expended/Encumbered	Balance
State Grant For Silver Springs Shores Septic to Sewer	\$ 26,000,000.00	\$ 26,000,000.00	\$ -
Line Extension Revenue assigned to Grant SWL Program	\$ 760,229.00	\$ 509,684.38	\$ 250,544.62
Unassigned Line Extension Revenue (as of 6/14/24)	\$ 418,242.34	\$ -	\$ 418,242.34
Interest Revenue assigned to Grant SWL Program	\$ 650,000.00	\$ 650,000.00	\$ -
Unassigned Interest Revenue (as of 6/14/24)	\$ 5,267,325.62	\$ -	\$ 5,267,325.62
Subtotal Additional Funding	\$ 33,095,796.96	\$ 27,159,684.38	\$ 5,936,112.58
Grand Total (Initial ARPA + Grants + Revenues)	\$ 104,105,231.96	\$ 95,144,974.21	\$ 8,944,301.43

WINS FOR OUR COMMUNITY!

- Broadband Improvements
- New Nursing Facility at CF
- Silver Springs Community Redevelopment Area
- Utility Projects:
 - 42+ Miles of Water Lines
 - 3,800+ Benefited Households (9,000+ residents)
 - 150+ New Fire Hydrants
 - 15+ Miles of Sewer Lines
 - +/- 4.5 tons/year of Nitrogen Reduction to Silver Springs (at buildout)
- Nonprofit Initiative



MORE WINS, NONPROFIT INITIATIVE

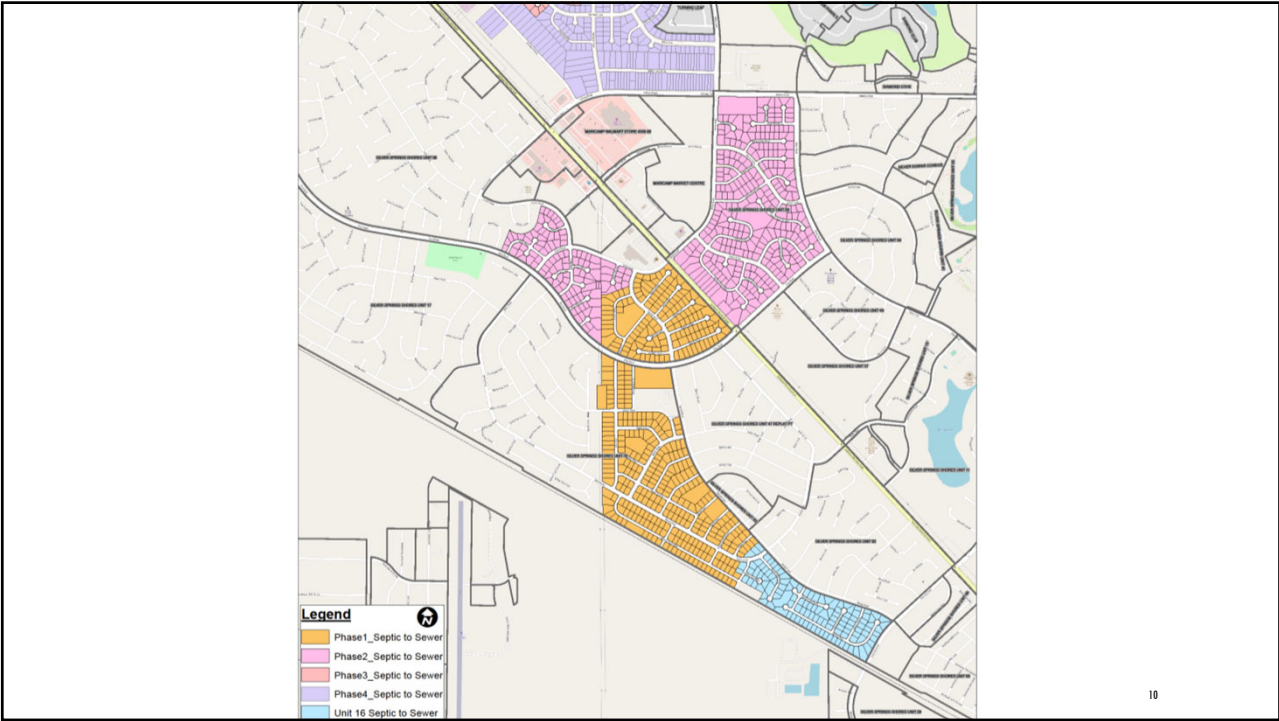
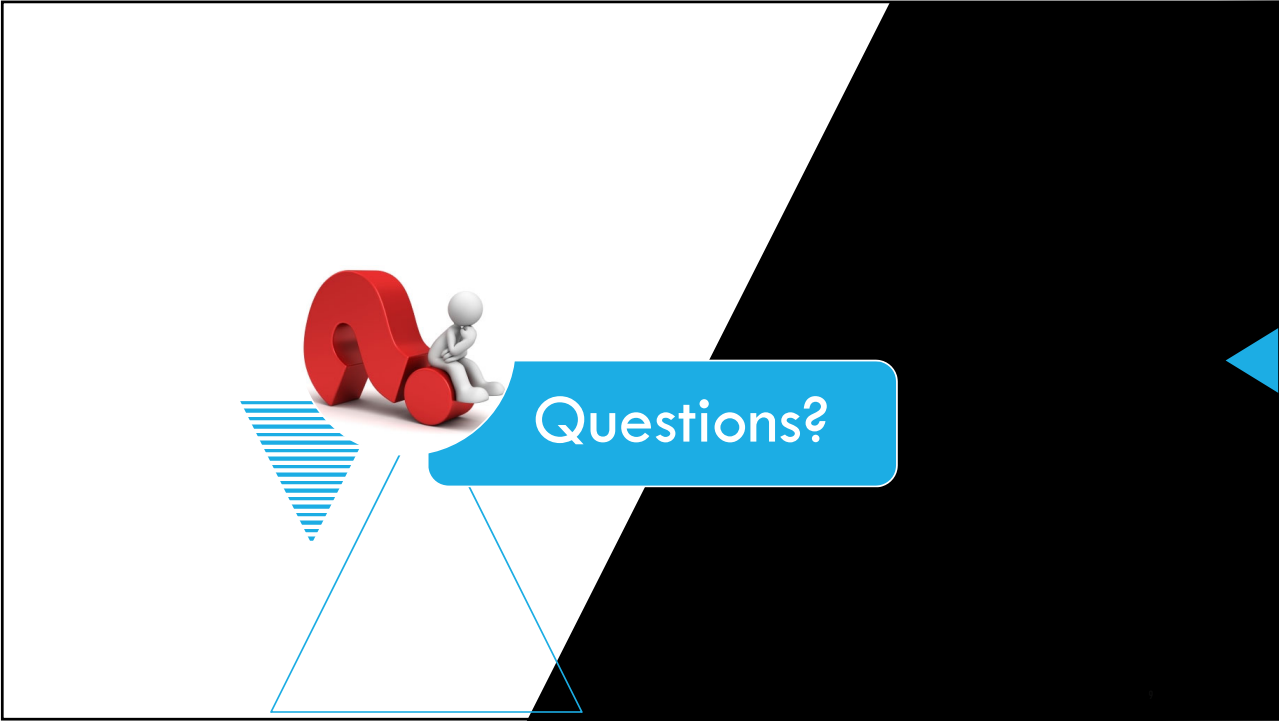
• Arnette House	\$125,000
• Empowered/The Rock	\$400,000
• His House for Her	\$100,000
• Marion County Children's Alliance	\$75,000
• Marion County Veterans Council	\$50,000
• Sozo Kids	\$400,000
• Transition Life Center	\$50,000
• Wings of Faith	\$400,000
• Community Foundation	\$357,000



GENERAL CONSTRUCTION PROJECT UPDATE

- *Grant Short Water Line (SWL) Program*
 - *Substantially Completed*
- *SR200/SW60th – Notice to Proceed (NTP) 2/7/24*
 - *Anticipated Substantial Completion 10/31/24*
- *Marion Oaks Water Main Project – NTP 6/30/24*
 - *Anticipate Substantial Completion 12/31/25*
- *Silver Springs Shores Septic to Sewer Projects*
 - *Unit 16 – Substantially Completed, final hookups ongoing*
 - *Phase 1- NTP 8/30/24 with final completion 12/31/26*
 - *Phase 2- NTP 8/12/24 with final completion 08/30/26*







Marion County

Board of County Commissioners

Agenda Item

File No.: 2024-16007

Agenda Date: 8/6/2024

Agenda No.: 9.3.

SUBJECT:

Present Update for Grants Provided to Humane Society of Marion County, Sheltering Hands, and Voices of Change Animal League, Inc. - Kyra Lynch, Animal Services Director

INITIATOR:

Kyra Lynch, Director

DEPARTMENT:

Animal Services

DESCRIPTION/BACKGROUND:

On December 19, 2023, the Board approved grant agreements to provide Humane Society of Marion County with \$50,000, Sheltering Hands with \$25,000, and the Voices of Change Animal League (VOCAL) with \$50,000, to be used for Spay and Neuter services, vaccination and micro-chipping among other services.

Humane Society of Marion is a non-profit no-kill shelter dedicated to caring for and protecting animals in Marion County. They have been serving homeless and neglected animals for over 55 years.

Sheltering Hands is a 501(c)(3) nonprofit located in Ocala, comprised mainly of dedicated volunteers. Their mission is to improve the lives of cats through humane care, low-cost spay/neuter surgery, comprehensive cat adoption programs, education, and support services for the community.

VOCAL's mission is to solve the homeless pet problem through prevention, community outreach, adoption and collaboration. VOCAL's Community Clinic and Resource Center stands ready to provide practical support to "good Samaritans" who find stray animals and take them into their home and off the street.

Based on the need and performance as outlined in the agreements, additional grants may be provided.

BUDGET/IMPACT:

None

RECOMMENDED ACTION:

For informational purposes.



Marion County

Board of County Commissioners

Agenda Item

File No.: 2024-15960

Agenda Date: 8/6/2024

Agenda No.: 10.1.

SUBJECT:

Request Appointment of a Public Sector Board Member for the Central Florida Community Action Agency Board of Directors

INITIATOR:

Gennifer Medina, Executive Assistant

DEPARTMENT:

Commission Office

DESCRIPTION/BACKGROUND:

Caroline W. Ruff-Looney, CEO for the Central Florida Community Action Agency (CFCAA), has requested the reappointment of Cheryl Martin, Marion County Community Services Director, to represent Marion County on the CFCAA Board of Directors as the Public Sector Representative from October 1, 2024, through September 30, 2025.

BUDGET/IMPACT:

None

RECOMMENDED ACTION:

Motion to reappoint Cheryl Martin as the Marion County Public Sector Representative to the CFCAA Board of Directors, at the request of Caroline W. Ruff-Looney, CEO.



PROUDLY SERVING FAMILIES, ADVOCATING FOR CHANGE, AND MAKING A DIFFERENCE
IN THE COMMUNITY SINCE 1981.

Caroline W. Ruff-Looney, MA, MS, CCAP
Chief Executive Officer

ADMINISTRATIVE OFFICE

411 North Main Street, Suite 210
Gainesville, Florida 32601
(352) 373-7667
Fax (352) 200-2129
Email: admin@cfcaa.org
Website: www.cfcaa.org

ADMINISTRATION & OPERATIONS DIVISION

ADMINISTRATIVE SERVICES

Executive Office
Budget & Finance
Human Resources
Information Technology

FAMILY SERVICES DIVISION

CSBG Services

Service Area: Alachua, Levy, and
Marion Counties

RISE Services

Service Area: Alachua, Levy, and
Marion Counties

LIHEAP Services

Service Area: Alachua, Levy, and
Marion Counties

HOUSING SERVICES DIVISION

Weatherization Services (WAP)

Service Area: Alachua, Levy, and
Marion Counties

Aging in Place (AIP)

Service Area: Alachua, Levy, and
Marion Counties

Affordable Housing Initiative (NEW)

Service Area: Alachua, Levy, and
Marion Counties

LEVY COUNTY OFFICE

215 SW 5th Street
Chiefland, FL 32626
(352) 493-1734

MARION COUNTY OFFICE

2703 NE 14th Street
Ocala, FL 34470
(352) 732-3008

WILLISTON OFFICE

50 NW Main Street
Williston, FL, 32696
(352) 505-2203

July 12, 2024

Michelle Stone

Chairman, Marion County Board of County Commissioners
601 S.E. 25th Avenue
Ocala, FL 34471-2690

**RE: Reappointment of Marion County Public Representative to the Central Florida
Community Action Agency (CFCAA), Inc., Board of Directors**

Dear Commissioner Stone:

In accordance with Community Services Block Grant (CSBG) guidelines, CFCAA is required to maintain a Board of Directors, which equitably represents the public, private and community (low-income) sectors in the counties we serve, which include Alachua, Marion and Levy Counties. **Ms. Cheryl Martin** currently serves on your behalf, as the Marion County public sector representative. She has served on our board with the highest level of professionalism and ethics.

We respectfully request that the Marion County Board of County Commissioners reappoint

Ms. Cheryl Martin to represent Marion County on the CFCAA Board of Directors for the period **October 1, 2024, through September 30, 2025.**

Thank you for your consideration of this request, and we ask that you notify us no later than **September 5, 2024**, of your decision.

If you have any questions or desire additional information, feel free to contact me.

Sincerely,

Caroline W. Ruff-Looney, CCAP
CEO
Central Florida Community Action Agency, Inc.



Marion County

Board of County Commissioners

Agenda Item

File No.: 2024-15873

Agenda Date: 8/6/2024

Agenda No.: 11.1.

SUBJECT:

Request Adoption of a Resolution to Declare a Public Hearing Date for Consideration of Closing and Abandonment of Road(s) and Simultaneously Conveying to Home Owners' Association, Associated with Quail Meadow, on September 4, 2024 at 3:30 p.m. or as Soon Thereafter as Possible in the McPherson Governmental Campus Auditorium

INITIATOR:

Steven Cohoon P.E., County Engineer

DEPARTMENT:

Office of the County Engineer

DESCRIPTION/BACKGROUND:

This is a request for approval and execution of a Resolution declaring that a Public Hearing be held to consider a petition made by Quail Meadow Property Owners Association, Inc. to close and abandon of road(s) and simultaneously convey to Home Owners' Association (HOA) all of the dedicated roads, rights of way and appurtenant drainage facilities within the plat of Quail Meadow, as recorded in Plat Book Y, Page 89-91, and to renounce and disclaim any right of the County and the general public.

BUDGET/IMPACT:


Revenue of \$500 - Transportation - BL400341 - 341902

RECOMMENDED ACTION:

Motion to approve and adopt the Resolution declaring a Public Hearing date to consider a petition made by Quail Meadow Property Owners Association, Inc. to close and abandon of road(s) and simultaneously convey to Home Owners' Association (HOA) all of the dedicated roads, rights of way and appurtenant drainage facilities within the plat of Quail Meadow on September 4, 2024 at 3:30 p.m., or as soon thereafter as possible in the McPherson Governmental Campus Auditorium, and authorize the Chair and Clerk to execute the same.



LEGAL REQUEST MEMORANDUM (LRM)

From: (Name) Luciano Ashley (Dept) Office of the County Engineer - 4121
 Last First
 (Title) Land Management Agent (Phone) (352) 671-8669
 Signature  Date Wednesday, July 31, 2024

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. 2024-600
☐ Approve as to Form ☐ Other

Description of Request

This is a request for approval and execution of a Resolution to declare a public hearing date of September 4, 2024 at 3:30 PM or as soon thereafter for consideration of the petition to close/abandon road(s) & simultaneously convey to home owners association made by Quail Meadow Property Owners Association, Inc.

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

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

Agenda Item? ☒ Yes ☐ No Agenda Date: Tuesday, August 6, 2024

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. 2024-600 Resubmit

Assigned to: ☐ Matthew Guy Minter, County Attorney ☐ Dana E. Olesky, Chief Asst. County Attorney ☒ Thomas Schwartz Asst. County Attorney ☐ Valdoston Shealey Asst. County Attorney

Outcome:

Date Received:

☒ Approved as to form and legal sufficiency
☐ Approved with revisions: ☐ Suggested ☐ Completed
☐ Other: _____

RECEIVED

By Marion County Attorney- AT at 11:39 am, Jul 31, 2024

Attorney Signature: Thomas A. Murray Date: 7/31/24
Staff Signature: William Lusk Date: 7/31/24 Returned: ☒ Department ☐ Admin ☐

Rev 11/22/2023

RESOLUTION NO. 24- _____

**RESOLUTION OF THE BOARD OF COUNTY
COMMISSIONERS OF MARION COUNTY,
FLORIDA, TO DECLARE A PUBLIC HEARING
DATE & TIME FOR CONSIDERATION OF CLOSING
AND ABANDONMENT OF ROAD(S) &
SIMULTANEOUSLY CONVEY TO
HOME OWNERS' ASSOCIATION (HOA)**

WHEREAS, **Quail Meadow Property Owners Association, Inc.** has presented a petition to the Board of County Commissioners of Marion County, Florida dated October 10, 2022 wherein Petitioner has requested that a Public Hearing be held pursuant to Section 336.125, Florida Statute, for consideration of closing and abandonment of roads and renounce and disclaim any right of the County and the Public in any land in connection therewith, said road(s) being described as follows, to wit:

All of the dedicated roads, rights of way and appurtenant drainage facilities within the plat of Quail Meadows, as recorded in Plat Book Y, Page 89 through 91, Public Records of Marion County, Florida.

WHEREAS, Petitioner does hereby request that Marion County Board of County Commissioners, Marion County, Florida, take appropriate action, including the adoption of a resolution declaring the date and time of a Public Hearing for consideration of the closing and abandonment of the above described road(s).

NOW, THEREFORE, be it resolved pursuant to Section 336.125, Florida Statute, in a regular session of the Board County Commissioners, Marion County, Florida, that a Public Hearing for consideration of the closing and abandonment of the above described road(s) will be held on September 4, 2024 at 3:30 PM or as soon thereafter as practical, at the McPherson Governmental Campus Auditorium, 601 SE 25th Avenue, Ocala Florida 34471-2626.

Duly adopted in a regular session on the 6th day of August, 2024.

ATTEST:

MARION COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF FLORIDA

GREGORY C. HARRELL,
CLERK OF THE COURT

MICHELLE STONE,
CHAIR

FOR USE AND RELIANCE OF MARION
COUNTY ONLY, APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

For:  _____
COUNTY ATTORNEY



Marion County Board of County Commissioners

Office of the County Engineer

412 SE 25th Ave.
Ocala, FL 34471
Phone: 352-671-8686
Fax: 352-671-8687

Application for Road Closing / Abandonment & Simultaneous Conveyance to Home Owners' Association (HOA)

Chapter 336 F.S. provides that before any such road(s) shall be closed and vacated, or before any right or interest of the county or public in any land delineated on any recorded map or plat as a road(s) shall be renounced and disclaimed, the commissioners shall hold a public hearing, and shall publish notice thereof, one time, in a newspaper of general circulation in such county at least 2 weeks prior to the date stated therein for such hearing. After such public hearing, any action of the commissioners, as herein authorized, shall be evidenced by a resolution duly adopted and entered upon the minutes of the commissioners. The proof of publication of notice of public hearing, the resolution as adopted, and the proof of publication of the notice of the adoption of such resolution and the statutory deed of conveyance shall be recorded in the public records of the county.

All information must be typed or legibly written

1. APPLICANT INFORMATION: Date: _____
 Applicant: Quail Meadow Property Owners Association, Inc.
 Address: 3158 NW 49th Ave
 City: Ocala State: FL Zip Code: 34482
 Agent / Contact: Luz DeJesus, President / Lori Anderson
 Phone Number: (989) 430-2506 Fax Number: _____
 Cell Number: (352) 390-8916 ext. 58103 E-mail: luzmarydc@aol.com or
landerson@sentrymgt.com

2. PROPERTY INFORMATION:
 Road Name(s) / Number(s) to be closed: all dedicated roads
 Subdivision Name: Quail Meadow Sec/Twp/Range: 3 & 4 / 15 / 21
 Plat Bk/Pg: Y / 89-91 Unit/Block/Lot: _____ / _____ / _____

Attach a plat or current property ownership map and an aerial photo that includes the requested property highlighted and the surrounding area. Property ownership map and aerial photo may be printed from the Marion County website at:
<https://maps.marionfl.org/interactivemap/>

3. PURPOSE / REASON FOR REQUEST TO CLOSE / ABANDON ROAD(S) – check all that apply and describe below:

- ☐ Road(s) has never been opened or constructed
☒ To privatize the road(s) within the subdivision
☐ To convey road(s) to HOA
☐ Other

Form RC-HOA-AP

**PETITION TO CLOSE / ABANDON ROAD(S) & SIMULTANEOUSLY
CONVEY TO HOME OWNERS' ASSOCIATION (HOA)**

Whereas, The undersigned Home Owners' Association hereby petitions the Board of County Commissioners of Marion County, Florida, to adopt a Resolution declaring a Public Hearing for the purpose of considering the closing / abandonment of the following described road(s) & simultaneously conveying the County's interest in such road(s), right of way and appurtenant drainage facilities to the Home Owners' Association for the purpose of converting the subdivision to a gated neighborhood with restricted public access, pursuant to the provisions in Chapter 336, Florida Statutes, to wit:

All of the Dedicated road(s), right of way and appurtenant drainage facilities within the Plat of **Quail Meadow**, as recorded in Plat Book **Y**, Page **89 through 91**, Public Records of Marion County, Florida.

Whereas, Petitioner hereby states and represents the above described road(s) proposed for closing and abandonment does not constitute a portion of Federal or State highway systems nor was the land contained in the above description acquired for the State of Federal Highway system; and

Now therefore, Petitioner respectfully requests the Board of County Commissioners to adopt a resolution to close and abandon the road(s) above described and simultaneously conveying the County's interest in such road(s), right of way and appurtenant drainage facilities to the Home Owners' Association, in accordance with the provisions of Chapter 336, Florida Statutes, to adopt and record a Resolution declaring a Public Hearing for the purpose of considering the closing and abandonment of the same.

DATE: **October10, 2022**

4854 NW 31st Street

(Address)

BY:



(Signature)

Ocala, FL 34482

(Address)

(Print Name) **Luz DeJesus**

(Phone) **(989) 430-2506**

(Title) **President**

Location Map

Proposed Road Closing / Abandonment

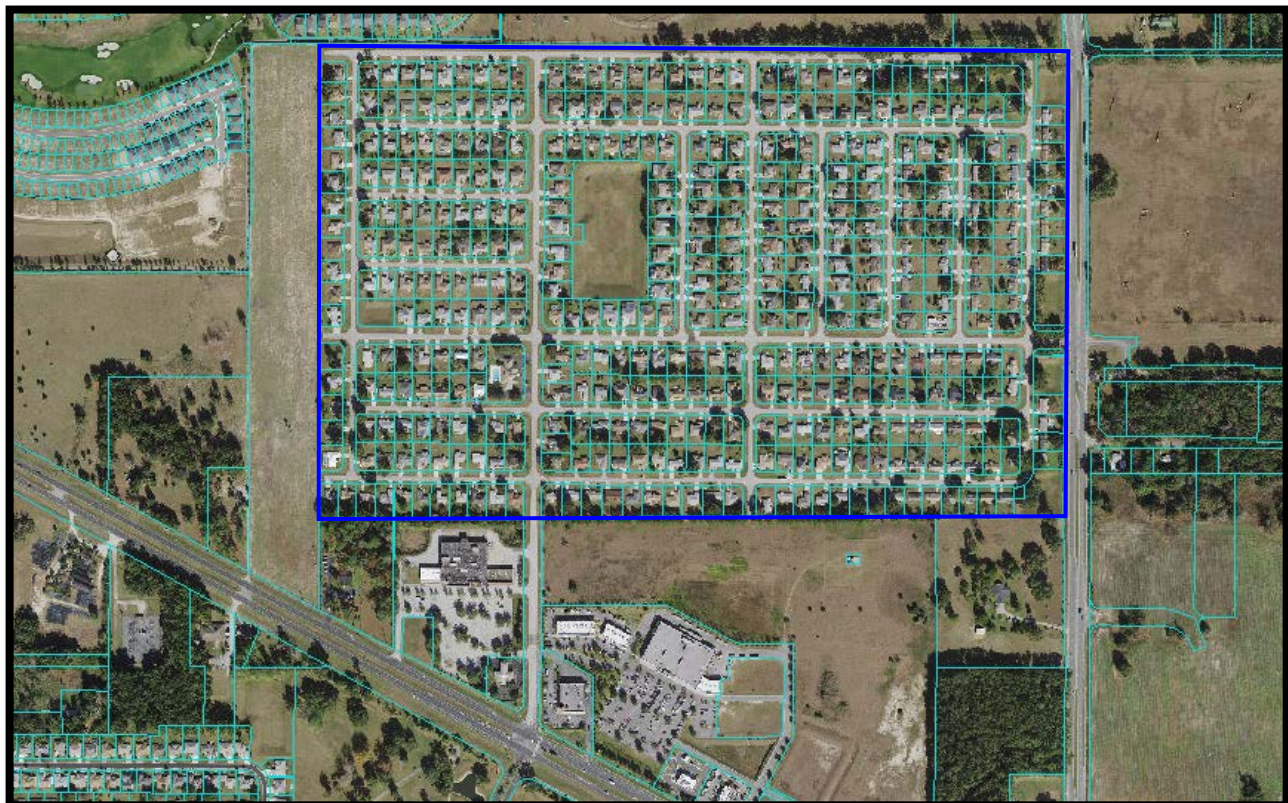
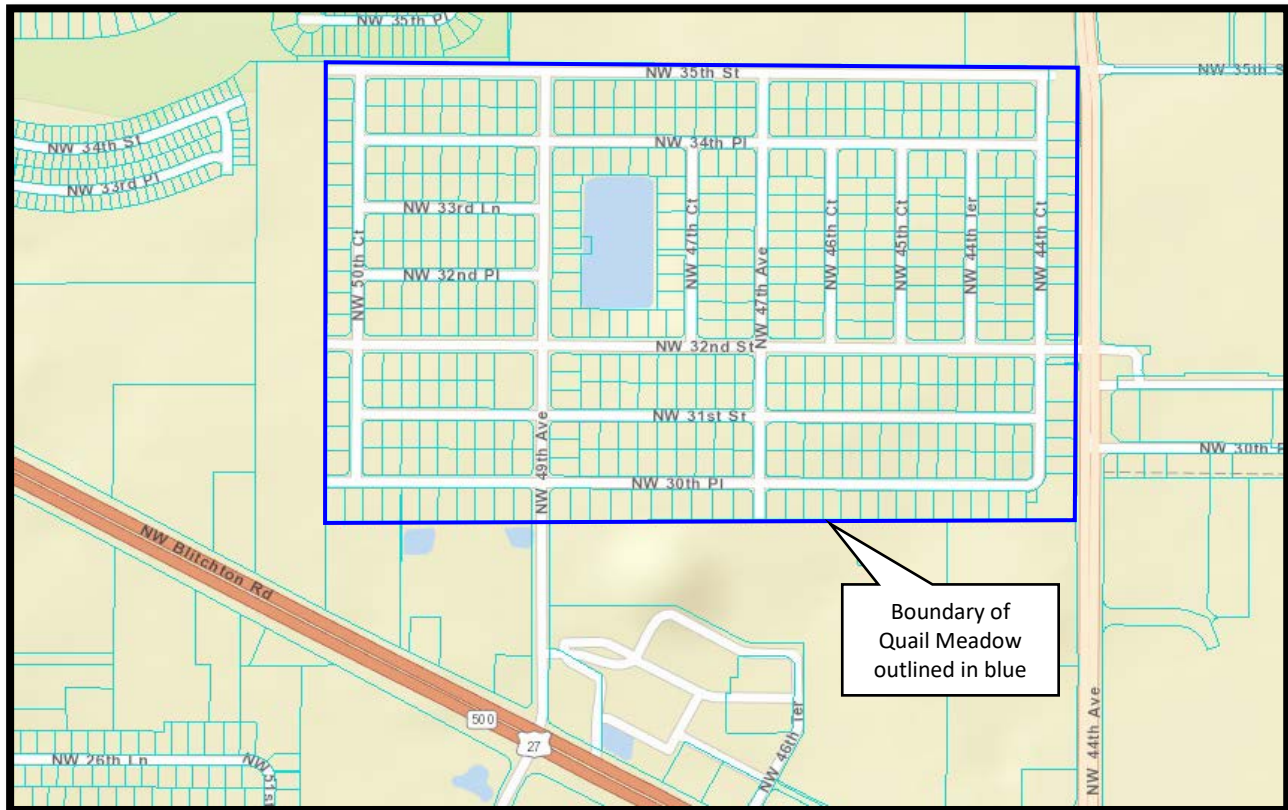
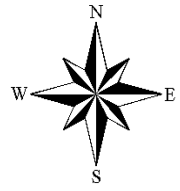
&

Simultaneously Conveyance to Home Owners' Association

All of the dedicated road(s), right of way and
appurtenant drainage facilities within

Quail Meadow

Plat Book Y Page 89-91



QUAIL MEADOW

SECTIONS 3 & 4, TOWNSHIP 15 SOUTH, RANGE 21 EAST
MARION COUNTY, FLORIDA

UNFILED UNDER 5-11-1987 IN PLAT BOOK Y, PAGE 89. THIS INSTRUMENT IS NOT A PUBLIC RECORD.

UNFILED AND/OR VACATED, IN PART OR WHOLE, BY BOARD OF COUNTY COMMISSIONERS RESOLUTION NUMBER 1777, DATED 1-27-1987, RECORDED IN OFFICIAL RECORD BOOK 1772, PAGE 271.

LEGAL DESCRIPTION

BEGIN AT THE N.E. CORNER OF SECTION 4, TOWNSHIP 15 SOUTH, RANGE 21 EAST, MARION COUNTY, FLORIDA, THENCE S89°02'15" W ALONG THE NORTH BOUNDARY OF SAID SECTION 4 A DISTANCE OF 164.12 FEET TO THE S.E. CORNER OF SECTION 33, TOWNSHIP 14 SOUTH, RANGE 21 EAST, THENCE CONTINUE ALONG SAID NORTH BOUNDARY OF SECTION 4, N89°54'06" W 828.28 FEET TO THE N.W. CORNER OF THE EAST 1/2 OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 4, THENCE S00°11'47" E ALONG THE WEST BOUNDARY OF SAID EAST 1/2 OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 A DISTANCE OF 2187.95 FEET, THENCE N89°23'40" E 338.63 FEET, THENCE N89°20'53" E 642.41 FEET TO A POINT ON THE WEST BOUNDARY OF SECTION 3, TOWNSHIP 15 SOUTH, RANGE 21 EAST, THENCE N89°09'21" E 1318.55 FEET TO THE S.W. CORNER OF THE NORTH 1/2 ACRES OF THE THAT PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 3 LYING WEST OF N.W. 44th AVENUE, THENCE N89°37'10" E ALONG THE SOUTH BOUNDARY OF SAID NORTH 1/2 ACRES 1145.47 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID N.W. 44th AVENUE, THENCE N00°01'12" W ALONG SAID WEST RIGHT-OF-WAY LINE 2150.16 FEET TO A POINT ON THE NORTH BOUNDARY OF SAID SECTION 3, THENCE S89°58'20" W ALONG SAID NORTH BOUNDARY 2460.21 FEET TO THE POINT OF BEGINNING. CONTAINING 171.63 ACRES, MORE OR LESS.

COVENANT

THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AS A CONDITION PRECEDENT TO THE ACCEPTANCE OF THIS PLAT FOR RECORDING IN THE PUBLIC RECORDS, DOES HEREBY NOTIFY ALL PRESENT AND FUTURE OWNERS OF PROPERTY SHOWN ON THIS PLAT THAT THE LANDS INCLUDED IN THIS PLAT ARE SUBJECT TO SPECIAL ASSESSMENTS AS MAY BE PERMITTED BY LAW TO FINANCE COSTS INCURRED IN CONNECTION WITH THE MAINTENANCE, OPERATION AND CONSTRUCTION OF A CENTRAL WATER SYSTEM AND SEWER SYSTEM WHEN, IN THE OPINION OF SAID BOARD OR OTHER GOVERNING BODY HAVING JURISDICTION, SUCH FACILITIES BECOME NECESSARY IN ORDER TO PROTECT THE ENVIRONMENT AND THE HEALTH, SAFETY AND WELFARE OF THE GENERAL PUBLIC.

BY Gail Cross
GAIL CROSS, CHAIRMAN
BOARD OF COUNTY COMMISSIONERS

APPROVAL OF OFFICIALS

APPROVED:
BY P.D. Schellie COUNTY ENGINEERING DEPARTMENT
BY William J. Moore COUNTY PUBLIC WORKS DEPARTMENT
BY Michael E. May COUNTY ZONING DEPARTMENT
BY Daniel L. Townsend COUNTY ENVIRONMENTAL HEALTH DEPARTMENT
BY Ronald H. Miller COUNTY PLANNING DEPARTMENT
BY Jack Gore COUNTY BUILDING DEPARTMENT

THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, DOES HEREBY APPROVE THIS PLAT FOR RECORDING IN THE PUBLIC RECORDS AND ACCEPTS THE FOREGOING DEDICATION.

BY Gail Cross
GAIL CROSS
CHAIRMAN OF THE BOARD
ATTEST: Frances E. Thigpin
FRANCES E. THIGPIN
CLERK OF THE CIRCUIT COURT

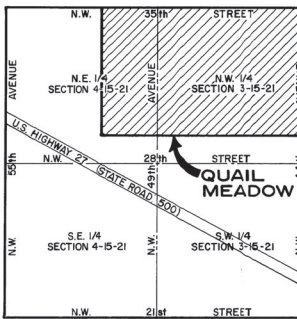
I HEREBY CERTIFY THAT THE ATTACHED PLAT CONFORMS WITH THE PROVISIONS OF CHAPTER 177, FLORIDA STATUTES, AND THAT SAID PLAT WAS FILED FOR RECORD IN PLAT BOOK Y, AT PAGES 89, 90, 91, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, AT 11:51 A.M. ON MARCH 23, 1987.

BY Frances E. Thigpin
FRANCES E. THIGPIN
CLERK OF THE CIRCUIT COURT

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT OF QUAIL MEADOW IS A TRUE AND CORRECT REPRESENTATION OF THE LAND AS RECENTLY SURVEYED AND PLATTED UNDER MY DIRECTION; THAT THE PERMANENT REFERENCE MONUMENTS AS SHOWN THEREON WERE IN PLACE ON THE 23 DAY OF JANUARY, 1987; AND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND CHAPTER 211H-6, FLORIDA ADMINISTRATIVE CODE.

WILLIS C. MELVIN AND ASSOCIATES
BY Willis C. Melvin
WILLIS C. MELVIN
REGISTERED SURVEYOR NO. 1918
STATE OF FLORIDA



LOCATION MAP
SCALE: 1"=1000'

STANDARD NOTES

- ATTACHED PLAT ALL UTILITY COMPANIES SERVING THE PUBLIC AND GOVERNMENTAL AGENCIES ARE GRANTED THE RIGHT TO INSTALL AND MAINTAIN UTILITIES AND DRAINAGE FACILITIES IN THE EASEMENTS AS APPLICABLE.
- NO LOT OR TRACT AS SHOWN ON THIS PLAT SHALL BE DIVIDED OR RE-SUBDIVIDED EXCEPT FOR THE SOLE PURPOSE OF PROVIDING ADDITIONAL AREA TO ADJACENT LOTS OR TRACTS OR UNTIL A REPLAT IS FILED WITH MARION COUNTY WHICH REPLAT COMPLIES WITH THE PROVISIONS OF THE PUBLIC WORKS MANUAL. VIOLATION OF THIS PROVISION MAY BE PUNISHABLE AS PROVIDED IN THE CODE OF MARION COUNTY.
- ALL APPLICATIONS FOR SEPTIC TANK SYSTEMS SHALL BE CONSIDERED ON A LOT BY LOT BASIS EACH DEPENDENT ON ITS MERITS. INSTALLATION SHALL BE SUBJECT TO REGULATIONS IN EFFECT AT THE TIME OF INSTALLATION.
- THIS PLAT CONTAINS 448 LOTS AND 5.58 MILES OF ROAD.
- NO IMPROVEMENTS ARE LOCATED ON THIS PLAT.
- (P) INDICATES PERMANENT REFERENCE MONUMENT (P.R.M.)
- (C) INDICATES PERMANENT CONTROL POINT (P.C.P.)
- D.R.A. INDICATES DRAINAGE RETENTION AREA.
- R.O.W. INDICATES RIGHT-OF-WAY.
- P.O.B. INDICATES POINT OF BEGINNING.
- C INDICATES CENTERLINE
- N INDICATES NORTH
- S INDICATES SOUTH
- E INDICATES EAST
- W INDICATES WEST
- NO. INDICATES NUMBER
- # INDICATES NUMBER
- ① INDICATES CURVE NUMBER
- BEARINGS ARE BASED ON AN ASSUMED MERIDIAN.
- ALL RADII ARE 25 FEET UNLESS OTHERWISE SHOWN.
- COUNTY OFFICIALS EMPLOYED BY THE COUNTY BUILDING AND ZONING DEPARTMENT, COUNTY ENVIRONMENTAL HEALTH DEPARTMENT, COUNTY PUBLIC WORKS DEPARTMENT, AND COUNTY ENGINEERING DEPARTMENT SHALL HAVE THE RIGHT TO ENTER UPON THE LANDS INCLUDED IN THIS PLAT FOR THE PURPOSES OF INSPECTING ANY AND ALL FACILITIES, STRUCTURES AND CONSTRUCTION OF IMPROVEMENTS IN ORDER TO ASSURE THAT THE SAME ARE IN KEEPING WITH THE PUBLIC SAFETY, HEALTH, AND GENERAL WELFARE.
- DRAINAGE RETENTION AREAS NO. 1, NO. 2, NO. 3, NO. 4, NO. 5, NO. 6, AND NO. 7 ARE PRIVATE DRAINAGE FACILITIES DEDICATED TO AND MAINTAINED BY QUAIL MEADOW PROPERTY OWNERS ASSOCIATION, INC. OR THEIR SUCCESSORS IN TITLE TO SAID DRAINAGE RETENTION AREAS. SAID DRAINAGE RETENTION AREAS SHALL BE USED FOR THE DISPOSAL OF STORM WATER RUNOFF FROM THE PUBLIC ROADS SHOWN ON THIS PLAT AND DRAINAGE EASEMENTS AND RIGHT-OF-WAY FOR SUCH PURPOSE IS HEREOF GRANTED BY THE DEVELOPER. MARION COUNTY SHALL NOT BE RESPONSIBLE FOR CONSTRUCTION OR MAINTENANCE OF SAID DRAINAGE RETENTION AREAS.
- (U) INDICATES EXISTING MARION COUNTY SECTION MONUMENT (UNNUMBERED).

DEDICATION

KNOW ALL MEN BY THESE PRESENTS; THAT DREXEL INVESTMENTS, INC., A FLORIDA CORPORATION, HAS CAUSED TO BE MADE THE ATTACHED PLAT OF QUAIL MEADOW, THE SAME BEING A SUBDIVISION OF THE LANDS HEREOF DESCRIBED, AND THAT THE AVENUES, COURTS, TERRACES, STREETS, PLACES AND LANE SHOWN ON THE ATTACHED PLAT ARE HEREBY DEDICATED TO THE PERPETUAL USE OF THE PUBLIC FOR PROPER PURPOSES, RESERVING UNTO THEMSELVES, THEIR SUCCESSORS OR ASSIGNS, THE REVERSION OR REVERSIONS THEREOF WHENEVER DISCONTINUED BY LAW, AND THAT DRAINAGE RETENTION AREAS NO. 1, NO. 2, NO. 3, NO. 4, NO. 5, NO. 6, AND NO. 7, AND DRAINAGE EASEMENTS AND DRAINAGE RIGHTS-OF-WAY DESIGNATED HEREON SHALL BE PRIVATE PROPERTY AND WHICH ARE HEREBY DEDICATED TO THE PROPERTY OWNERS ASSOCIATION ESTABLISHED FOR THIS SUBDIVISION, SUBJECT TO AN EASEMENT HEREOF GRANTED TO MARION COUNTY FOR THE PURPOSE OF COLLECTION AND DISPOSAL OF STORMWATER DRAINAGE FROM THE PUBLIC STREET RIGHTS-OF-WAY AND FOR NO USE INCONSISTENT THEREWITH; AND THAT THE UTILITY EASEMENTS, AS SHOWN OR NOTED, ARE RESERVED AND GRANTED FOR THE INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES, AND THAT TRACTS A AND B ARE RESERVED EXCLUSIVELY FOR THE USE OF SEWER FACILITIES.

IN WITNESS WHEREOF THE SAID DREXEL INVESTMENTS, INC. HAS CAUSED THESE PRESENTS TO BE SIGNED IN ITS CORPORATE NAME BY ITS PRESIDENT AND ASSISTANT SECRETARY, AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED BY ITS ASSISTANT SECRETARY ON THIS 9 DAY OF JANUARY, 1987, ALL BY AND WITH THE AUTHORITY OF THE BOARD OF DIRECTORS OF SAID CORPORATION.

DREXEL INVESTMENTS, INC.

BY Harry T. Mangurian, Jr.
HARRY T. MANGURIAN, JR.
PRESIDENT

ATTEST: Marlene Boyle
MARLENE BOYLE
ASSISTANT SECRETARY

STATE OF FLORIDA
COUNTY OF MARION

BEFORE ME THIS DAY PERSONALLY APPEARED HARRY T. MANGURIAN, JR. AND MARLENE BOYLE, AS PRESIDENT AND ASSISTANT SECRETARY RESPECTIVELY OF DREXEL INVESTMENTS, INC. TO ME WELL KNOWN TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND WHO ACKNOWLEDGED THAT THEY DID SO AS OFFICERS OF SAID CORPORATION ALL BY AND WITH THE AUTHORITY OF THE BOARD OF DIRECTORS OF SAID CORPORATION.

DATE: 1-9-87

BY Samuel H. Broun
NOTARY PUBLIC
STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES 11-24-91

NOTICE: There may be additional restrictions that are not recorded on this plat that may be found in the public records of this County.

APPROVED AND/OR VACATED IN PART OR WHOLE
BY ORDER OF COUNTY COMMISSION RESOLUTION
NUMBER 11-17-2017, RECORDED IN OFFICIAL
RECORD BOOK 1716, PAGE 77

QUAIL MEADOW

SECTIONS 3 & 4,
TOWNSHIP 15 SOUTH, RANGE 21 EAST
MARION COUNTY, FLORIDA

APPROVED AND/OR VACATED IN PART
OR WHOLE BY BOARD OF COUNTY
COMMISSION RESOLUTION NUMBER
11-17-2017, RECORDED IN OFFICIAL
RECORD BOOK 1716, PAGE 77



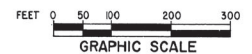
CURVE DATA					
CENTERLINE					
NO.	DELTA	RADIUS	ARC	TANGENT	CHORD BEARING
A	90°00'10"	55.00'	86.40'	55.00'	77.78' N 44°58'53"E

CURVE DATA					
RIGHT-OF-WAY AND LOTS					
NO.	DELTA	RADIUS	ARC	TANGENT	
1	90°00'10"	25.00'	39.27'	25.00'	
2	89°59'50"	25.00'	39.27'	25.00'	
3	36°01'52"	85.00'	53.45'	27.64'	
4	53°58'17"	85.00'	80.07'	43.28'	
5	89°54'24"	25.00'	39.23'	24.96'	
6	90°05'36"	25.00'	39.31'	25.04'	
7	90°02'52"	25.00'	39.29'	25.02'	
8	89°57'08"	25.00'	39.25'	24.98'	
9	89°57'06"	25.00'	39.25'	24.98'	
10	89°58'42"	25.00'	39.26'	24.99'	
11	90°01'18"	25.00'	39.28'	25.01'	
12	91°02'19"	25.00'	39.72'	25.46'	

NOTE:
LOTS 1 THRU 9 INCLUSIVE, BLOCK 'A' AND LOTS 15 THRU 18 INCLUSIVE,
BLOCK 'X' ARE RESTRICTED FROM ACCESS ON TO N.W. 44th AVENUE.
ACCESS TO SAID LOTS SHALL BE FROM N.W. 44th COURT ONLY.

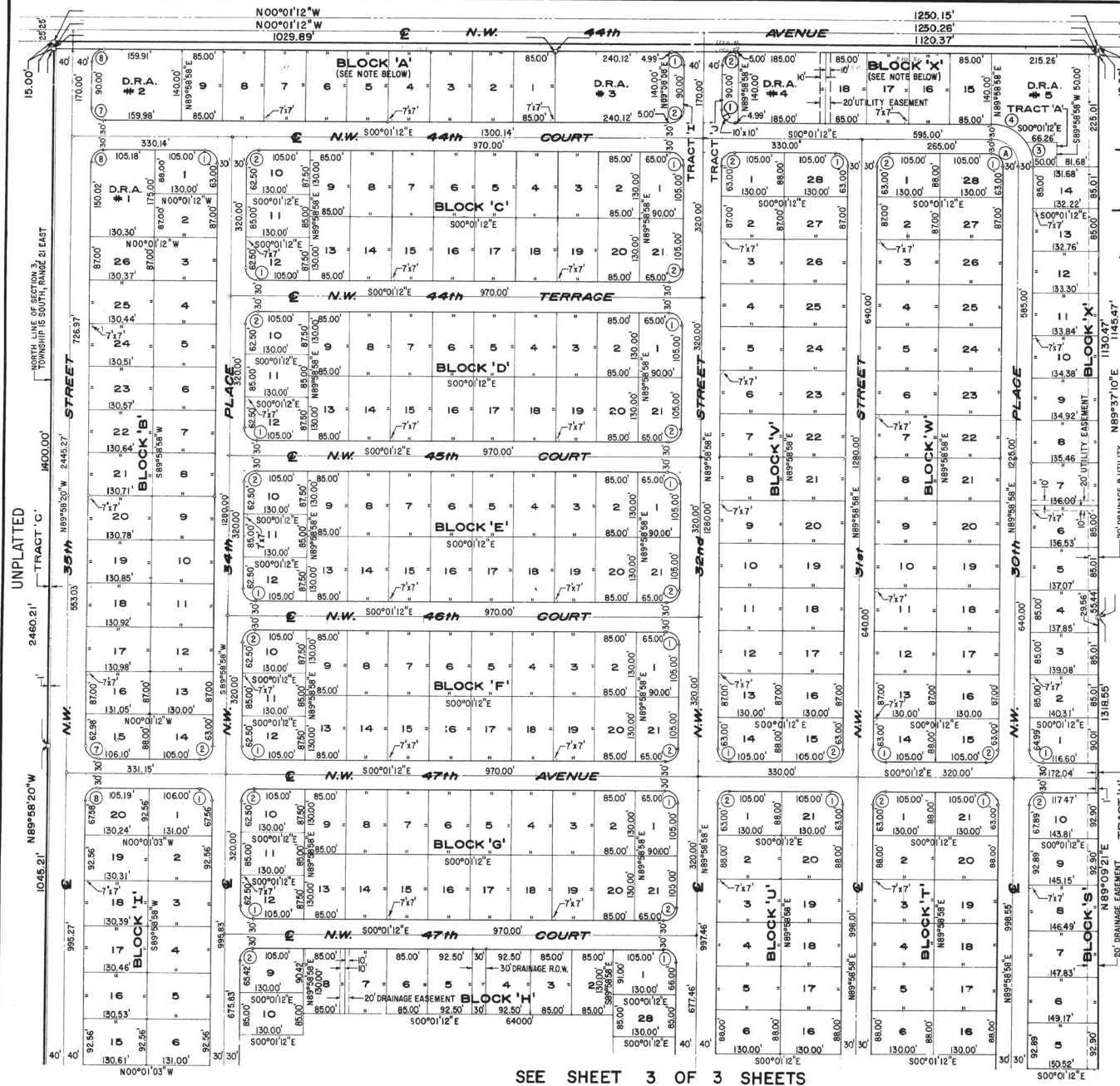
NOTE:
TRACTS 'I' AND 'U' ARE RESERVED FOR ENTRANCE SIGNAGE AND
LANDSCAPING AND SHALL BE OWNED AND MAINTAINED BY QUAIL
MEADOW PROPERTY OWNER'S ASSOCIATION.

NOTE:
ALL 7x7' EASEMENT AREAS ARE DESIGNATED
FOR ELECTRIC UTILITY TRANSFORMER PADS.



SEE SHEET 3 OF 3 SHEETS

NOTICE: There may be additional
requirements that are not recorded
on this plat that may be found in
the public records of this County.



QUAIL MEADOW

SECTIONS 3 & 4, TOWNSHIP 15 SOUTH, RANGE 21 EAST
MARION COUNTY, FLORIDA

ANNULLED AND/OR VACATED, IN PART OR WHOLE
BY BOARD OF COUNTY COMMISSION RESOLUTION
NUMBER 97-2-1777 RECORDED IN OFFICIAL
RECORD BOOK 1776 PAGE 677

ANNULLED AND/OR VACATED, IN PART OR WHOLE
BY BOARD OF COUNTY COMMISSION RESOLUTION
NUMBER 97-2-1777 RECORDED IN OFFICIAL
RECORD BOOK 1776 PAGE 677

SEE SHEET 2 OF 3 SHEETS

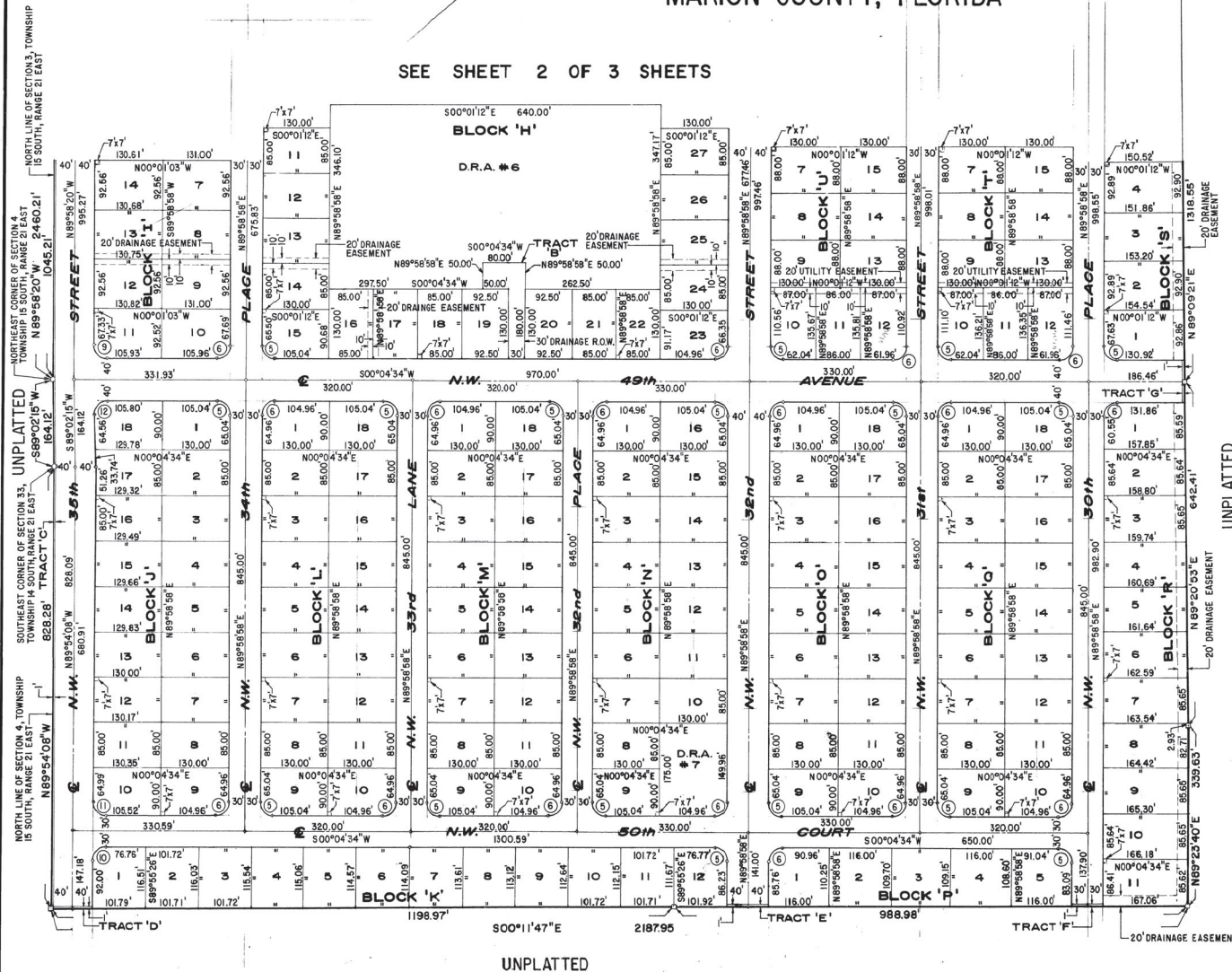
N
SCALE: 1"=100'

UNPLATTED

NOTE:
ALL 7x7' EASEMENT AREAS ARE DESIGNATED
FOR ELECTRIC UTILITY TRANSFORMER PADS.

FEET 0 50 100 200 300
GRAPHIC SCALE

NOTICE: There may be additional
restrictions that are not recorded
on this plat that may be found in
the public records of this County.





Marion County

Board of County Commissioners

Agenda Item

File No.: 2024-15998

Agenda Date: 8/6/2024

Agenda No.: 11.2.

SUBJECT:

Request Approval to Schedule a Workshop to Discuss Topics Related to the Parks and Recreation Department on Monday, September 9, 2024, at 9:30 a.m. in the McPherson Governmental Campus Auditorium

INITIATOR:

Jim Couillard, PLA, ASLA, Director

DEPARTMENT:

Parks & Recreation

DESCRIPTION/BACKGROUND:

During the July 9, 2024, Budget Workshop, the Board of County Commissioners expressed the need to schedule a workshop for the Parks and Recreation Department to discuss Department funding options, capital projects, future park sites and other related topics.

BUDGET/IMPACT:

None

RECOMMENDED ACTION:

Motion to approve proposed meeting date for Monday, September 9, 2024, at 9:30 a.m. in the McPherson Governmental Campus Auditorium.



Marion County

Board of County Commissioners

Agenda Item

File No.: 2024-16018

Agenda Date: 8/6/2024

Agenda No.: 11.3.

SUBJECT:

Request Approval to Schedule Second Hearing for Planning and Zoning 2408 Case Cycle Meeting on Monday, September 9, 2024 at 2:00 p.m. in the McPherson Governmental Campus Auditorium

INITIATOR:

Kenneth Weyrauch, Deputy Director

DEPARTMENT:

Growth Services

DESCRIPTION/BACKGROUND:

Based on the case load for this cycle, Growth Services requests to schedule a second hearing date for Planning and Zoning 2408 case cycle with a proposed date of Monday, September 9, 2024 at 2:00 p.m.

BUDGET/IMPACT:

None

RECOMMENDED ACTION:

Motion to approve proposed meeting date, Monday, September 9, 2024 at 2:00 p.m. in the McPherson Governmental Campus Auditorium.



Marion County

Board of County Commissioners

Agenda Item

File No.: 2024-16035

Agenda Date: 8/6/2024

Agenda No.: 11.4.

SUBJECT:

Request Approval of Letter of Support for the Estella Byrd Whitman Community Health Center Grant Application Through the U.S. Health Resources and Services Department

INITIATOR:

Jennifer Clark, Executive Assistant

DEPARTMENT:

Commission Office

DESCRIPTION/BACKGROUND:

The Estella Byrd Whitman Community Health Center is applying for a grant through the U.S. Health Resources and Services Department as a new Federally-Qualified Health Center. This grant will help the proposed medical clinic serve the underserved population and community of Greater West Ocala and surrounding areas. A significant portion of the community's residents lack access to a nearby medical clinic. The clinic will provide much-needed access to quality primary care, improving the overall health and well-being of the community.

BUDGET/IMPACT:

None

RECOMMENDED ACTION:

Motion to approve the letter of support for the Estella Byrd Whitman Community Health Center grant application through the U.S. Health Resources and Services Department.



Marion County Board of County Commissioners

McPherson Governmental Campus

601 SE 25th Ave.
Ocala, FL 34471
Phone: 352-438-2300
Fax: 352-438-2324

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

August 6, 2024

To Whom it May Concern,

I am writing on behalf of the Marion County Board of County Commissioners (Marion County) to express our strong support for the Estella Byrd Whitman Wellness and Community Resource Center (EBWCHC) in their request for funding from the U.S. Department of Health and Human Services' Health Resources and Services Administration (HRSA) for the HRSA-25-085 New Access Point (NAP) Grant.

Since opening its doors in 2018, EBWCHC has provided healthcare to more than 3,500 residents. As one of the only primary care providers located in the federally declared medical desert of the West Ocala (34475) community, the center delivers essential primary care services to residents who would otherwise lack access. The center addresses significant barriers such as transportation, lack of financial resources, and other socioeconomic disparities affecting many of the residents they serve.

While the center does not directly provide specialty care, it collaborates effectively with community partners to offer dental, behavioral health, career development, and other vital services. EBWCHC has successfully developed partnerships and participates in community collaboratives to meet the healthcare needs of Marion County's most vulnerable residents. With an estimated 40,000 of the county's residents living below the federal poverty level, access to affordable healthcare is crucial for achieving health equity for all residents.

Marion County considers EBWCHC's provision of affordable healthcare services to be invaluable to our community. EBWCHC is a highly regarded medical clinic, supported by dedicated board members, staff, and community stakeholders, all committed to continuously improving access to care and expanding patient services.

EBWCHC has the full support of Marion County in their pursuit of funding under the New Access Point (NAP) Grant.

Sincerely,

Michelle Stone,
Chair, District 5 Commissioner



Marion County

Board of County Commissioners

Agenda Item

File No.: 2024-15942

Agenda Date: 8/6/2024

Agenda No.: 13.2.1.

SUBJECT:

Present Commission Calendar

INITIATOR:

Gennifer Medina, Executive Assistant

DEPARTMENT:

Commission Office

DESCRIPTION/BACKGROUND:

See attached.

BUDGET/IMPACT:

None

RECOMMENDED ACTION:

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
August 6 9:00 a.m.	Commission Meeting	Regularly scheduled for the first and third Tuesday of every month.
August 6 10:00 a.m.	Final Public Hearing	For the County's Proposed Five Year 2024-2028 Consolidated Plan, and Proposed 2024-2025 Annual Action.
August 6 10:00 a.m.*	Public Hearing	To Consider an Ordinance Relating to Trespassing on Marion County Owned Property.
August 6 2:00 p.m.	Commission Meeting	To convene a meeting of the Marion County Community Redevelopment Agency meeting to consider the Silver Springs Community Redevelopment Area 2024 Master Plan.
August 20 9:00 a.m.	Commission Meeting	Regularly scheduled for the first and third Tuesday of every month.
August 20 2:00 p.m.	Commission Meeting (Zoning)	Regularly scheduled for the third Tuesday of every month.

***Or as soon thereafter as possible.**

08/06/24



Marion County

Board of County Commissioners

Agenda Item

File No.: 2024-15895

Agenda Date: 8/6/2024

Agenda No.: 14.1.1.

SUBJECT:

Present Notification of the Appointment of Lisa Cahill as Marion County Public Safety Communications Director

INITIATOR:

Amanda Tart, Assistant County Administrator

DEPARTMENT:

Administration

DESCRIPTION/BACKGROUND:

Following a broad search and an interview round with the most qualified candidates, Lisa Cahill received the highest composite ranking from the interview panel.

The first-round interview panel consisted of the Fire Chief, an Assistant County Attorney, an Assistant County Administrator, and a Captain from Marion County Sheriffs Office. In addition to the first-round interview panel, Ms. Cahill completed a second-round interview with the County Administrator, Fire Chief and an Assistant County Administrator. After the second-round interview process, it is evident that Ms. Cahill possesses both the skillset and the experience to lead the Public Safety Communications Department to the next level of success.

This memorandum shall serve as a notification to the Board of the appointment of Lisa Cahill as the next Public Safety Communications Director. Ms. Cahill's starting salary is \$112,611.20. Barring any discussion from the Commission, Ms. Cahill will be considered confirmed.

BUDGET/IMPACT:

None

RECOMMENDED ACTION:

None required.

LISA CAHILL

TRAINING | COMMUNICATION | LEADERSHIP

Dedicated professional leader with 28 years' experience specializing in organizing and managing a emergency communication center. A proven problem solver while committed to providing excellent customer service. A forward thinker in implementing operational and procedural improvements that benefit the citizens and first responders of Marion County.

PROFESSIONAL LEADERSHIP EXPERIENCE

MARION COUNTY PUBLIC SAFETY
ACTING COMMUNICATIONS DIRECTOR

MAY 5, 2024-PRESENT

- Oversee operations of the communications and radio operations of the 911 center
- Cultivate a positive productive work atmosphere
- Manage the day to day staffing operations of the communications center
- Receive, review and investigate all complaints received by the communications center
- Develop and administer the budget for the communication center
- Build constructive and encouraging platforms for management to be progressive

MARION COUNTY PUBLIC SAFETY
COMMUNICATIONS MANAGER

JULY 7, 2020-MAY5, 2024

- Manage the day to day staffing operations of the communications center
- Receive, review and investigate all complaints received by the communications center
- Assist in developing and managing the budget for the communication center
- Counsel employees regarding improvement in performance and initiate disciplinary action

MARION COUNTY PUBLIC SAFETY
TRAINING AND ACCREDITATION COORDINATOR

SEPTEMBER 2018-JULY 6, 2020

- Organize and conduct the 240-hour 9-1-1 Public Safety Telecommunicators Academy required by the State of Florida
- Coordinate training of all employees for each position within communications
- Ensure all Daily Observation Reports (DOR's) for trainees are being completed accurately
- Actively monitor the department's adherence to the standards set forth by Priority Dispatch, Florida Telecommunicator Accreditation Commission and International Academies of Emergency Dispatch for fire, medical and police

CONTINUED ...

- Oversee the quality assurance process of randomized reviews of calls for service according to the International Academies of Emergency Dispatch Emergency Fire Dispatch, Emergency Medical Dispatch and Emergency Police Dispatch
- Assess quality assurance data and finding, and develop CDE opportunities to address trends, motivate performance and remediate

MARION COUNTY PUBLIC SAFETY

OCTOBER 2011 – SEPTEMBER 2018

SHIFT SUPERVISOR/EMERGENCY TELECOMMUNICATOR V

- Oversee the daily operations of staff assigned to the Communications Center
- Supervise the emergency telecommunicators responsible for receiving and processing calls for service and dispatch of law enforcement, fire rescue, emergency medical services
- Ensure timely and professional response to all requests received from the citizens of Marion County and all emergency response personnel
- Properly maintain discipline of employees by inspection, evaluation, enforcement of rules, regulations, directives, and counseling
- Ensure a harmonious working relationship between all employees

MARION COUNTY SHERIFF'S OFFICE

MARCH 2004 - OCTOBER 2011

MASTER SERGEANT

- Oversee the daily operations of staff assigned to the Communications Center
- Supervise the emergency telecommunicators responsible for receiving and processing calls for service and dispatch of law enforcement, fire rescue, emergency medical services
- Ensure timely and professional response to all requests received from the citizens of Marion County and all emergency response personnel
- Properly maintain discipline of employees by inspection, evaluation, enforcement of rules, regulations, directives, and counseling
- Oversee the Communications Strike Team

MARION COUNTY SHERIFF'S OFFICE

NOVEMBER 1995 – MARCH 2004

DISPATCHER

- Process all incoming emergency and non-emergency calls for service
- Dispatch all law enforcement related calls
- Maintain status of all on-duty law enforcement personnel
- Maintains composure in stressful situations to ensure appropriate control of all calls

EDUCATION

- Southern Police Institute, University of Louisville Administrative Officers Course
14 CREDIT HOURS

CERTIFICATIONS

- International Academy of Emergency Dispatch (IAED) Certified Emergency Medical Dispatcher
- IAED Certified Emergency Police Dispatcher
- IAED Certified Emergency Fire Dispatcher
- IAED Emergency Telecommunicator Course Certified (ETC)
- IAED ETC Instructor
- IAED EPD-Q
- IAED EMD-Q
- Association of Public-Safety Communication Officials(APCO) Telecommunicator 1
- APCO Public Safety Telecommunicator 1 Instructors
- APCO Institute Communications Training Officer Course
- APCO Institute Communications Training Officer Course Instructor
- APCO Fire Service Communications
- APCO Active Shooter Incidents for Public Safety Communications
- APCO Communications Supervisor
- Hostage Negotiations
- Leadership in the 911 Center
- Florida Interoperability Network
- Accreditation Manager – FLA-TAC

APPOINTMENTS

- EMS Advisory Council – Chairperson 2023
- Executive Director of Florida Telecommunications Accreditation Commission (FLA-TAC) - 2022
- Florida Telecommunication Accreditation Commission Commissioner February 2018
- Florida Emergency Telecommunication Team Leader
- Florida Telecommunication Accreditation Commission Team Leader Assessor

RECOGNITION

- Ideal Team Player - Marion County Board of County Commissioners, 2020
- Humanitarian Service Award - Hurricane Michael, 2018
- Letter of Recognition from the City of Titusville Police Department – assisting in locating a murder suspect, 2009
- Letter of Recognition from the Central Intelligence Agency's Threat Management Unit (CIA), 2005
- Humanitarian Service Award – Hurricane Katrina, 2005



**Marion County
Board of County Commissioners**

Fire Rescue • Headquarters

2631 SE Third St.
Ocala, FL 34471
Phone: 352-291-8000
Fax: 352-291-8098



July 2, 2024

Lisa Cahill
[REDACTED]

Dear Lisa,

Congratulations! On behalf of the Marion County Board of County Commissioners, I am pleased to offer you a promotion to the position of Public Safety Communications Director. Your annual salary will be \$112,611.20 with up to a 6% increase after six months of successful performance in your new position. Your promotion is effective as of June 29, 2024.

Thank you for your dedication to Marion County and I look forward to working with you in your new position.

If you have any questions, please do not hesitate to reach out to me.

Sincerely,

James Banta
Fire Chief
Marion County Fire Rescue



Marion County

Board of County Commissioners

Agenda Item

File No.: 2024-15806

Agenda Date: 8/6/2024

Agenda No.: 14.1.2.

SUBJECT:

Present Letter Dated July 23, 2024, from Utilities, Inc. of Florida Regarding an Application for an Increase in Water and Wastewater Rates in Charlotte, Highlands, Lake, Lee, Marion, Orange, Pasco, Pinellas, Polk and Seminole Counties

INITIATOR:

**Mounir Bouyounes, County
Administrator**

DEPARTMENT:

Administration

DESCRIPTION/BACKGROUND:

See attached.

BUDGET/IMPACT:

None.

RECOMMENDED ACTION:

None, for information only.



Dean, Mead, Egerton, Bloodworth, Capouano & Bozarth, P.A.
420 South Orange Avenue, Suite 700
P.O. Box 2346
Orlando, FL 32801

(407) 841-1200
(407) 423-1831 Fax
www.deanmead.com

Attorneys and Counselors at Law

Orlando
Fort Pierce
Naples
Viera/Melbourne
Vero Beach

MARTIN FRIEDMAN

407-310-2077
mfriedman@deanmead.com

July 23, 2024

Mr. Mounir Bouyounes, County Administrator
Marion County
601 SE 25th Avenue
Ocala, FL 34471

RE: Docket No. 20240068-WS; Application for an increase in water and wastewater rates in Charlotte, Highlands, Lake, Lee, Marion, Orange, Pasco, Pinellas, Polk, and Seminole Counties by Utilities, Inc. of Florida

Dear Mr. Bouyounes:

As required by Florida Public Service Commission Rule 25-22.0407, this letter is to advise you of Sunshine Water Services Company's Application to the Florida Public Service Commission for an increase in its water and/or wastewater rates to its customers in Marion County, Florida.

A copy of the Application, and Minimum Filing Requirements, can be accessed on the Florida Public Service Commission website.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Martin S. Friedman", written over a horizontal line.

MARTIN S. FRIEDMAN
For the Firm

MSF/

WATER RATES

	Utility's Existing Rates	Utility's Final Requested
<u>Residential and General Service</u>		
Base Facility Charge by Meter Size		
5/8" x 3/4"	\$13.57	\$16.63
3/4"	\$20.24	\$24.80
1"	\$33.93	\$41.59
1-1/2"	\$67.85	\$83.17
2"	\$108.56	\$133.06
3"	\$217.12	\$266.14
4"	\$339.25	\$415.84
6"	\$678.50	\$831.67
8"	\$1,085.60	\$1,330.68
10"	\$1,967.65	\$2,411.84
Charge per 1,000 gallons - Residential Service		
0-4,000 gallons	\$1.90	\$2.33
4,001-12,000 gallons	\$2.84	\$3.49
Over 12,000 gallons	\$4.76	\$5.84
Charge per 1,000 gallons - General Service	\$3.23	\$3.96
<u>Private Fire Protection Service (PFP)- Annual</u>		
1 1/2"	\$67.85	\$83.17
2"	\$108.56	\$133.06
3"	\$217.12	\$266.14
4"	\$339.25	\$415.84
6"	\$678.50	\$831.67
8"	\$1,085.60	\$1,330.68
10"	\$1,967.65	\$2,411.84

Wastewater Rates		
	Utility's Existing Rates	Utility's Requested Final Rates
<u>Residential Service (RS1)</u>		
All Meter Sizes	\$34.99	\$40.61
Charge per 1,000 gallons (8,000 gallon cap)	\$5.59	\$6.49
<u>Residential Service (RS2) Mid-County & Tierra Verde</u>		
All Meter Sizes	\$70.01	\$81.26
Charge per 1,000 gallons (16,000 gallon cap)	\$5.59	\$6.49
<u>Residential Service (RS3)</u>		
Flat Rate-unmetered wastewater only	\$62.95	\$73.06
<u>Residential Service (RS4) Mid-County & Tierra Verde</u>		
Flat Rate-unmetered wastewater only	\$125.91	\$146.13
<u>Residential Reuse Service (RRS1)</u>		
All Meter Sizes	\$10.21	\$11.85
Charge per 1,000 gallons	\$1.92	\$2.23
<u>Bulk Service (BS1) DeeAnn Estates HOA</u>		
All Meter Sizes (58 ERCs)	\$2,029.42	\$2,355.39
Charge per 1,000 gallons	\$5.59	\$6.49
<u>General Service (GS1)</u>		
Base Facility Charge by Meter Size		
5/8" x 3/4"	\$34.99	\$40.61
3/4"	\$52.49	\$60.92
1"	\$87.48	\$101.53
1-1/2"	\$174.95	\$203.05
2"	\$279.92	\$324.88
3"	\$559.84	\$649.76
4"	\$874.75	\$1,015.26
6"	\$1,749.50	\$2,030.51
8"	\$2,799.20	\$3,248.82
10"	\$5,073.55	\$5,888.49
Charge per 1,000 gallons	\$6.70	\$7.78
<u>General Service (GS2) Mid-County & Tierra Verde (bi-monthly)</u>		
Base Facility Charge by Meter Size		
5/8" x 3/4"	\$70.00	\$81.22
3/4"	\$105.00	\$121.84
1"	\$175.00	\$203.06
1-1/2"	\$350.00	\$406.10

2"	\$560.00	\$649.76
3"	\$1,120.00	\$1,299.53
4"	\$1,750.00	\$2,030.51
6"	\$3,500.00	\$4,061.02
8"	\$5,600.00	\$6,497.64
10"	\$10,150.00	\$11,776.97
Charge per 1,000 gallons	\$6.70	\$7.78
<u>General Service (GS3)</u>		
Flat Rate	\$62.95	\$73.06
<u>General Service (GS4) Cross Creek HOA</u>		
Flat Rate (90-5 ERCs)	\$56,969.75	\$64,828.53



Marion County

Board of County Commissioners

Agenda Item

File No.: 2024-15915

Agenda Date: 8/6/2024

Agenda No.: 14.1.3.

SUBJECT:

Present Notification of the Performance Evaluation and Merit Increase for the County Attorney

INITIATOR:

**Amanda Tart, Assistant County
Administrator**

DEPARTMENT:

County Administration

DESCRIPTION/BACKGROUND:

In 2017 the Board of County Commissioners (BCC) approved a merit increase program for employees of the BCC. In this program, employees who are evaluated by their direct supervisor on competencies covering the organizations core values, leadership, and job specific duties. Over the past few weeks, the members of the Board have evaluated the County Attorney and submitted their evaluations to the Human Resources Director.

The evaluations and scores are attached.

BUDGET/IMPACT:

None

RECOMMENDED ACTION:

None required, the County Attorney will receive the appropriate merit increase as approved for all Marion County Board of County Commissioner employees.

Merit Increase Form

Employee Name Matthew Minter

Employee ID 8861

Evaluation Score 5

Merit Increase % 5%

Effective Date 8/2/2024

Evaluation Score	Merit Increase
3.00-3.49	2%
3.50-4.19	3%
4.20-4.79	4%
4.80-5.00	5%

Salary Calculator

Current Annual Salary

Merit Increase Percentage

Total Annual Increase

New Hourly Pay Rate

New Pay Rate with Increase

265,200.00
5.00%
13,260.00
\$133.88
\$278,470.40


 Department Head Approval

7/17/24
 Date

 Human Resources Approval

 Date

Employee Evaluation



Employee Name Matthew Guy Minter		Job Title County Attorney		Review Date 6/5/2024		
Total Score: 5.00						
Organizational Principles and Values						
Element	Focus	Chair Stone	Comm. Zalak	Comm. Curry	Comm. Bryant	Comm. McClain
Organizational Values	Dedicated to Serve	5	5	5	5	5
	Comments					
	Chair Stone					
	Commisioner Curry					
	Commissioner Bryant					
	Commissioner Zalak					
	Commissioner McClain					
	Professional Operations	5	5	5	5	5
	Comments					
	Chair Stone					
	Commisioner Curry					
	Commissioner Bryant					
	Commissioner Zalak					
	Commissioner McClain					
	Resource Stewardship	5	5	5	5	5
	Comments					
	Chair Stone					
	Commisioner Curry					
	Commissioner Bryant					
	Commissioner Zalak					
Commissioner McClain						
Leadership Values						
Element	Focus	Chair Stone	Comm. Zalak	Comm. Curry	Comm. Bryant	Comm. McClain
Leadership Competencies	Initiative	5	5	5	5	4
	Comments					
	Chair Stone					
	Commisioner Curry					
	Commissioner Bryant					
	Commissioner Zalak					
	Commissioner McClain					
	Judgment	5	5	5	5	5
	Comments					
	Chair Stone					
	Commisioner Curry					
	Commissioner Bryant					
	Commissioner Zalak					
	Commissioner McClain					
	Delegation	5	5	5	5	5
	Comments					
	Chair Stone					
	Commisioner Curry					
	Commissioner Bryant					
	Commissioner Zalak					
Commissioner McClain						
Interpersonal Skills	5	5	5	5	5	
Comments						
Chair Stone						
Commisioner Curry						
Commissioner Bryant						
Commissioner Zalak						
Commissioner McClain						
Technical Competencies						
Element	Focus	Chair Stone	Comm. Zalak	Comm. Curry	Comm. Bryant	Comm. McClain
Technical Competencies	Customer Service	5	5	5	5	5
	Comments					
	Chair Stone					
Commisioner Curry						

	Commissioner Bryant				
	Commissioner Zalak				
	Commissioner McClain				
	Communication	5	5	5	5
	Comments				
	Chair Stone				
	Commisioner Curry				
	Commissioner Bryant				
	Commissioner Zalak				
	Commissioner McClain				
	Attention to Detail	5	5	5	5
	Comments				
	Chair Stone				
	Keep us out of trouble Mr. Minter. Great job last year. We appreciate your thorough work, consistently.				
	Commisioner Curry				
	Commissioner Bryant				
	Commissioner Zalak				
	Commissioner McClain				



Marion County

Board of County Commissioners

Agenda Item

File No.: 2024-15961

Agenda Date: 8/6/2024

Agenda No.: 14.1.4.

SUBJECT:

Present Resignation from the Hills of Ocala MSTU for Recreation Advisory Board - Valerie Wienke

INITIATOR:

Gennifer Medina, Executive Assistant

DEPARTMENT:

Commission Office

DESCRIPTION/BACKGROUND:

Valerie Wienke has resigned from the Hills of Ocala MSTU for Recreation Advisory Board, effective immediately.

BUDGET/IMPACT:

None

RECOMMENDED ACTION:

None, for information only.

Medina, Gennifer

From: Wicker, Chad
Sent: Friday, July 5, 2024 2:40 PM
To: Clark, Jennifer; Medina, Gennifer
Cc: Straub, Tracy
Subject: FW: Hills of Ocala - Valerie Wienke Resignation

Good afternoon!

Valerie Wienke has resigned from the Hills of Ocala's advisory board effective Tuesday, July 2, 2024. Her term would have expired in October 2024.

Chad Wicker

Director

MSTU / Assessment

Main: 352-438-2650 | Direct: 352-438-2660

[Empowering Marion for Success!](#)

-----Original Message-----

From: p <Pumpkin.7@att.net>
Sent: Tuesday, July 2, 2024 4:00 PM
To: Hodges, Peter <Peter.Hodges@marionfl.org>
Subject: I resign

CAUTION: THIS MESSAGE IS FROM AN EXTERNAL SENDER This email originated from outside the organization. Do not click links, open attachments, or share any information unless you recognize the sender and know the content is safe. Report suspicious emails using the "Phish Alert" button in Outlook or contact the Helpdesk.

Pete,
As of today I resign from the board and will no longer come to any of the meetings.
Thank you
Valerie Wienke



Marion County

Board of County Commissioners

Agenda Item

File No.: 2024-16064

Agenda Date: 8/6/2024

Agenda No.: 14.1.5.

SUBJECT:

Present Memorandum of Understanding Between Marion County Division of Emergency Management and Central Christian Church for Response to All Disasters and Emergencies

INITIATOR:

Billy Woods, Sheriff

DEPARTMENT:

Sheriff's Office

DESCRIPTION/BACKGROUND:

See Attached.

BUDGET/IMPACT:

None

RECOMMENDED ACTION:

Information Only.



MARION COUNTY

SHERIFF'S OFFICE

**MEMORANDUM OF UNDERSTANDING
BETWEEN
MARION COUNTY DIVISION OF EMERGENCY MANAGEMENT
AND
CENTRAL CHRISTIAN CHURCH
FOR
RESPONSE TO ALL DISASTERS AND EMERGENCIES**

This Memorandum of Understanding ("MOU") is entered into by and between the Marion County Division of Emergency Management ("County") and Central Christian Church ("Church") (collectively, "the Parties") to establish the terms and conditions by which the County may utilize the Church's facilities/properties, as described below, to respond to all manner of emergencies and disasters (commonly referred to as an "all hazards approach" to emergency preparedness planning and response) for Marion County, Florida.

WHEREAS, pursuant to an agreement dated June 21, 1988, the Sheriff of Marion County accepted from the Board of County Commissioners of Marion County the duties of providing Emergency Management in Marion County, Florida;

WHEREAS, pursuant to that agreement, the Sheriff employs the Emergency Management Director of Marion County, who is responsible for the organization, administration, and operation of the emergency management of Marion County, and whose duties include coordinating emergency management activities, services, and programs within Marion County;

WHEREAS, in furtherance of the those duties, the Emergency Management Director has broad authority to ensure that Marion County is prepared to respond to and confront all manner of emergencies and disasters;

WHEREAS, it is necessary to ensure that sufficient locations throughout the County are available for use by Marion County Emergency Management in order to respond to and confront these emergencies and disasters;

WHEREAS, the Church located in Marion County, Florida, is situated and designed in such a way to be an ideal location for Post-Storm Host Sheltering Needs located at 3010 NE 14th Street Ocala, FL 34470;

Billy Woods, Sheriff



WHEREAS, the Church recognizes that by allowing Emergency Management the ability to use this location, it will work to benefit the citizens of Marion County by providing for a more effective response to all manner of emergencies and disasters;

Now, therefore, in consideration of the mutual covenants herein, the Parties agree as follows:

1. **Recitals Incorporated:** The recitals set forth above are incorporated into this Memorandum of Understanding as if set forth in full.

2. **Use of Properties:** The Church agrees to allow the County, including its employees, agents, and authorized affiliates to utilize its facilities/properties, located in Marion County as for Post-Storm Host Sheltering Needs site. The Post-Storm Host Sheltering Needs site will be operated by the County for the purpose of providing an effective response to any emergency or disaster, as those terms are defined in s. 252.34, Fla. Stat, that occurs in, affects, or that is anticipated to occur in or affect Marion County, Florida, as well as in providing an effective response to any other threat to the health, safety, and welfare of the citizens of Marion County as agreed upon by the parties. The manner in which the County will use the Property as Post-Storm Host Sheltering Needs will vary depending on the nature of the emergency or disaster to which the County is responding, but the County anticipates that the Post-Storm Host Sheltering Site will be used to coordinate the delivery of public safety, health, medical, and other life-safety and security services during an actual or anticipated emergency or disaster.

3. **Provision of Supplies:** The County will provide all necessary supplies to operate the Post-Storm Host Sheltering Needs Site if a significant emergency or disaster impacts Marion County.

4. **Notifications and Need For Use:** The County will notify the Church as soon as is practicable of the need to utilize the Post-Storm Host Sheltering Needs Site. The points of contact for the Parties related to this MOU are listed below and all notifications required to be made under this agreement shall be made to them, via certified mail, or via e-mail:

County:
Preston Bowlin
Emergency Management Director
jbowlin@marionso.com
(352) 369-8185

Central Christian Church:
Dan Kuhn
Executive Pastor
dan@c3ocala.com
(352) 622-1119 ext. 17

Billy Woods, Sheriff



5. **License for Use:** This MOU grants the County a revocable license to enter upon and use the Properties for the limited purposes described in this MOU. It does not give the County any property interest or easement in the Property.

6. **Liability Policy:** The County will provide the Church a certificate of insurance with a Commercial General Liability policy limit of \$1 million dollars.

7. **Operation of Emergency/Disaster Services Sites:** The County will have primary responsibility for the operation of the Post-Storm Host Sheltering Needs Site and will designate a Site Manager to coordinate and manage the related activities occurring at the Properties. The Church's Designee will coordinate with the County's Site Manager regarding the use of the Properties by the County. Prior to the County's active utilization of the Properties as Post-Storm Host Shelter, the County's Site Manager and the Church's Designee will conduct a joint inspection of the Properties to document any pre-existing damage or conditions. Additionally, the Site Manager and Church's Designee will document all equipment or areas the County will be prohibited from using. The County Site Manager will exercise reasonable care while using the Property and will make no modifications to the Properties without the express written approval of the Church. The County will reimburse the Church for any damages made to the Properties due to the County's use of the Properties.

8. **Custodial Services:** If such resources exist, the Church will make its custodial resources available to provide cleaning and sanitation services at the Properties. The Church will provide the County with an invoice, with documentation of reasonable costs incurred for cleaning and sanitation services directly related to the County's use of the Properties, for reimbursement. If these resources do not exist, the County will be responsible for ensuring the property is cleaned and sanitized, as needed, during the County's use of the property and upon the closing of the County's use of the property.

9. **Signage and Media:** The Church authorizes the posting of signs to identify the location of the Post-Storm Host Sheltering Needs Site in locations approved by the Church's Designee. These posted signs will be removed when the Post-Storm Host Sheltering Needs Site are closed. The Church will not issue press releases or other publicity concerning the Emergency/Disaster Services Site without the express written consent of Marion County Sheriff's Public Information Officer. The Church will refer all media questions about the Post-Storm Host Sheltering Needs Site to the County's Site

Billy Woods, Sheriff



Manager.

10. Food Services and Kitchen Usage: If such resources exist, the Church will make its food service resources available to provide food services at the Properties. The Church will provide the County with an invoice, with documentation of reasonable costs incurred for food services directly related to the County's use of the Properties, for reimbursement. If these resources do not exist, the County will provide, at its own Cost, any necessary food services for the Post-Storm Host Sheltering Site unless alternative arrangements are agreed to in writing between the County and the Church. The Church will authorize the use of the Properties' kitchen area(s), if applicable, for meal preparation.

11. Public Safety and Law Enforcement: If necessary to address any public safety issues, the County's Site Manager will coordinate the use of law enforcement at the Emergency/Disaster Services Site through the County's Emergency Operations Center.

12. Cessation of Use and Vacating Property: Each time the County utilizes the Church during an emergency, the County's Site Manager will notify the Church's Designee of the closing date of the Post-Storm Host Sheltering Site as soon as practicable under the circumstances. Before the County vacates the Properties, the County's Site Manager and Church's Designee will jointly conduct a post-occupancy survey to record any damage or conditions.

13. Emergency Power: The County will provide at their cost, the materials and labor to install a power transfer switch on the building designated by the number 400 on the Church campus, for the purpose of being able to provide continued shelter services to the community in the event of loss of power to the building. Should this MOU for whatever reason be terminated by either party during the first 5-year term of the agreement, the County may, at their discretion, have the power transfer switch removed at the County's cost to recover the switch itself and will leave the 400 building in a safe, operable condition.

14. Reimbursement of Costs: The County will reimburse the Church for any reasonable, actual, out-of-pocket operational costs that would not have been incurred but for the County's use of the Properties. The Church/Organization will submit any invoice or request for reimbursement, in writing to the County's Emergency Management Director, within thirty (30) days of the cessation of the use of the Properties. The request for reimbursement shall include an itemized list of costs in a form

Billy Woods, Sheriff



the County will provide the Church, as well as backup documentation outlining costs directly attributable to the County's use of the Properties. The County shall process any complete invoices or requests for reimbursement in compliance with the Florida Local Government Prompt Payment Act.

15. No Waiver of Sovereign Immunity: No part in this agreement is intended to, shall be construed to, or shall operate as a waiver of the sovereign immunity under the laws of the State of Florida including, but not limited to, s. 768.28, Fla. Stat., of the County, of William "Billy" Woods, as Sheriff of Marion County ("Sheriff"), or of the Church of Marion County, Florida.

16. Powers of Emergency Management Director and Sheriff: No provision of this agreement is intended to, shall be construed to, or shall operate as a waiver of any of the legal powers, authority, or duties of the Emergency Management Director or of the Sheriff.

17. No Third-Party Beneficiaries: 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 any rights, benefits, or privileges to rely on or demand performance of any provision of this agreement.

18. Termination of Agreement: This Agreement will remain in force for five (5) years from its effective date and shall be automatically renewed for five-year terms unless written notice of non-renewal is provided at least 90 days prior to the scheduled termination date. In addition, either party may terminate this Agreement by providing 120 days written notice to the other party, except that upon the declaration of a State of Emergency by the Governor of the State of Florida, or the declaration of a State of Local Emergency by the Marion County Board of County Commissioners or the Ocala City Council, termination may not occur during the declared State of Emergency or State of Local Emergency, unless agreed to by the parties.

19. Each Party Liable for Own Actions: Each of the parties to this agreement shall be fully responsible for the acts and omissions of their own agents or employees, the defense to any lawsuit filed against them, and for any judgment or settlement, to the extent permitted by law, and further, neither the County, the Church, nor the Sheriff will be liable for the acts, omissions, or negligence of the other party or the other party's agents or employees.

Billy Woods, Sheriff



MARION COUNTY

SHERIFF'S OFFICE

The duly authorized representatives of the Parties have executed this Memorandum of Understanding as of the date set forth below.

**CENTRAL CHRISTIAN CHURCH
MARION COUNTY, FLORIDA**

A handwritten signature in blue ink, appearing to read "Evan Nave", is written over a horizontal line.

Evan Nave
Lead Pastor

7/18/24
Date

**MARION COUNTY DIVISION OF
EMERGENCY MANAGEMENT**

A handwritten signature in blue ink, appearing to read "P. Bowlin", is written over a horizontal line.

Preston Bowlin
Emergency Management Director

7-18-24
Date

Billy Woods, Sheriff



Marion County

Board of County Commissioners

Agenda Item

File No.: 2024-15845

Agenda Date: 8/6/2024

Agenda No.: 14.4.1.

SUBJECT:

Present Guardian Ad Litem FY 2025 Tentative Budget Statement

INITIATOR:

Audrey L. Fowler, Budget Director

DEPARTMENT:

Budget

DESCRIPTION/BACKGROUND:

Attached is the Guardian Ad Litem FY 2025 Tentative Budget Statement.

BUDGET/IMPACT:

None

RECOMMENDED ACTION:

Information only.

From: Barbara Robertson <Barbara.Robertson@gal.fl.gov>
Sent: Thursday, July 11, 2024 8:25 AM
To: Audrey Fowler; Lexi Roberts
Cc: Jaime McLaughlin
Subject: RE: FY 2024-25 Budget Workshop Schedule - Guardian Ad Litem
Attachments: Board of Commissioners Budget Statement 71124.docx

Follow Up Flag: Follow up
Flag Status: Flagged

Audrey,
I have attached the written statement that has been prepared to support the purpose of our budget increase request.

Thank you,
Barb



Barbara Robertson, MSW
Circuit Director
Statewide Guardian ad Litem Office | Circuit Five

Office : 352-671-5757
Mobile: 913-909-3819
Email: barbara.robertson@gal.fl.gov

Connect with us: www.guardianadlitem.org
Representing Florida's abused and neglected children.



From: Audrey Fowler <AudreyF@marioncountyclerk.org>
Sent: Tuesday, July 9, 2024 10:10 AM
To: Barbara Robertson <Barbara.Robertson@gal.fl.gov>; Lexi Roberts <LexiR@marioncountyclerk.org>
Cc: Jaime McLaughlin <JaimeM@marioncountyclerk.org>
Subject: RE: FY 2024-25 Budget Workshop Schedule - Guardian Ad Litem

WARNING: This email looks unusual because the sender has not sent any email in at least the past 30 days. Do not click URLs or open attachments unless you have verified that this email is safe. If you find anything suspicious, report the email to your administrator immediately.

Good Morning Barbara,

I'm sorry to hear about your pending operation, my wishes for a speedy recovery.

I spoke with the Commissioners this morning and in lieu of attending the budget workshops or a BCC meeting, they would appreciate a written statement so that they have a better understanding for the purposes of the increases in your budget request.

Please let me know if you have any questions.

Thank you,
Audrey

From: Barbara Robertson <Barbara.Robertson@gal.fl.gov>
Sent: Monday, July 08, 2024 4:48 PM
To: Lexi Roberts <LexiR@marioncountyclerk.org>
Subject: Re: FY 2024-25 Budget Workshop Schedule - Guardian Ad Litem

Lexi
I know I am unable to attend 7/16 and out of town on 8/6 but may be able to have my Assistant Circuit Director attend in my place on 8/6. I will check with her and let you know that tomorrow.

Thanks
Barb

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From: Lexi Roberts <LexiR@marioncountyclerk.org>
Sent: Monday, July 8, 2024 3:58:11 PM
To: Barbara Robertson <Barbara.Robertson@gal.fl.gov>
Subject: RE: FY 2024-25 Budget Workshop Schedule - Guardian Ad Litem

WARNING: This email looks unusual because the sender has not sent any email in at least the past 30 days. Do not click URLs or open attachments unless you have verified that this email is safe. If you find anything suspicious, report the email to your administrator immediately.

Hi Barbara,

You are welcome to come during the regular board meeting on July 16th, or the next one on August 6, 2024. If you want to come on July 16th, we need to know by tomorrow.

I hope you heal quickly!

Best regards,
Lexi Roberts

From: Barbara Robertson <Barbara.Robertson@gal.fl.gov>
Sent: Monday, July 08, 2024 8:49 AM
To: Lexi Roberts <LexiR@marioncountyclerk.org>
Subject: RE: FY 2024-25 Budget Workshop Schedule - Guardian Ad Litem

Lexi,

I am now not able to attend the budget workshop meeting on Wednesday July 10. I am having surgery this week and so am just not able to be there and my Assistant Circuit Director is not available either. Is it possible to reschedule to later in July?

Thanks,
Barb



Barbara Robertson, MSW

Circuit Director

Statewide Guardian ad Litem Office | Circuit Five

Office : 352-671-5757

Mobile: 913-909-3819

Email: barbara.robertson@gal.fl.gov

Connect with us: www.guardianadlitem.org

Representing Florida's abused and neglected children.



From: Lexi Roberts <LexiR@marioncountyclerk.org>

Sent: Wednesday, December 13, 2023 11:01 AM

To: Barbara Robertson <Barbara.Robertson@gal.fl.gov>

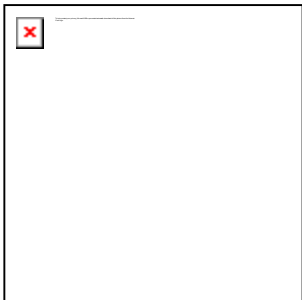
Cc: Verna Cardona <Verna.Cardona@gal.fl.gov>

Subject: FY 2024-25 Budget Workshop Schedule - Guardian Ad Litem

Good afternoon Ms. Robertson,

The Board of County Commissioners has scheduled outside agencies to come to the Budget Workshops located at the County Commission auditorium on **Wednesday, July 10, 2024 at 1:30 pm**. If you could email back to confirm or reschedule as soon as possible, that would be appreciated.

Thanks,
Lexi Roberts



Lexi Roberts

Analyst, Budget Division

352-671-5508 | lexir@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"

July 11, 2024

To: Marion County Board of Commissioners
Re: Marion County Guardian ad Litem Budget request

Dear Marion County Board of Commissioners,

The Guardian ad Litem Office would like to thank you for your continued support of our mission. The office has experienced growth of staff in order to meet the recent Legislative Mandate of the Guardian ad Litem Office being appointed on 100% of the children involved in Dependency cases. We are currently meeting that goal as of July 1. Since January 2024, we have added 5 additional staff to our office. Our total staff numbers in the office as of July 11 is 21 with 5 remaining open positions we are actively recruiting and interviewing. We anticipate additional positions being awarded to us by the end of 2024. With this growth, the county has been generous with helping redesign the office layout to accommodate the room for expansion. With growth comes additional expenses to meet the needs for our staff to complete the daily tasks of their respective duties. The need exists for resources such as computer equipment, office phone lines, and cell phones. This equipment is a necessity for the staff in meeting our obligation to represent the legal and best interest of the children.

I trust this explanation of the additional expenses will satisfy your request. If further information is needed, please do not hesitate to contact me personally.

Barbara Robertson
Circuit Director



Marion County

Board of County Commissioners

Agenda Item

File No.: 2024-15846

Agenda Date: 8/6/2024

Agenda No.: 14.4.2.

SUBJECT:

Present Update for Sheriff Budget FY 2024-25

INITIATOR:

Audrey L. Fowler, Budget Director

DEPARTMENT:

Budget

DESCRIPTION/BACKGROUND:

Attached is the updated Sheriff budget for Fiscal Year 2024-25.

BUDGET/IMPACT:

None

RECOMMENDED ACTION:

Information only.

BUDGET CERTIFICATION, AS OF 07/10/24

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, 2024, and ending September 30, 2025.

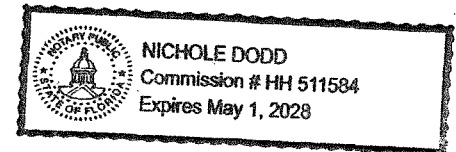
	515 - BAILIFF	521 - REGULAR	523 - JAIL	525 - EM. MGT.	521 - MSTU	TOTAL - ALL BUDGETS
.10 PERSONAL SERVICES	\$ 5,211,072	\$ 15,512,402	\$ 48,530,836	\$ 746,360	\$ 72,182,327	\$ 142,182,997
.30 OPERATING EXPENSES	\$ 245,102	\$ 4,398,847	\$ 22,616,282	\$ 290,840	\$ 13,160,706	\$ 40,711,777
.60 CAPITAL OUTLAY	\$ -	\$ 289,000	\$ 155,680	\$ 71,856	\$ 2,832,781	\$ 3,349,317
.90 NON-OPERATING	\$ 12,234	\$ 48,636	\$ 221,710	\$ 3,266	\$ 211,975	\$ 497,821
TOTAL BUDGET REQUEST	\$ 5,468,408	\$ 20,248,885	\$ 71,524,508	\$ 1,112,322	\$ 88,387,789	\$ 186,741,912



SHERIFF, MARION COUNTY, FLORIDA

BEFORE ME, this 10th day of July, 2024, 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 2024-2025.


NOTARY PUBLIC, STATE OF FLORIDA





Marion County

Board of County Commissioners

Agenda Item

File No.: 2024-16021

Agenda Date: 8/6/2024

Agenda No.: 14.4.3.

SUBJECT:

Present Administrative Budget Transfer Report for FY 2023-24

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

07/04/2024 to 07/25/2024

Prepared by: Gregory C. Harrell, Marion County Clerk of Court and Comptroller - Budget Department

Pursuant to Florida Statute 129.06, Execution and Amendment of Budget, the County Budget Officer has executed the following Budget Transfers as authorized by the Marion County Board of County Commissioners, Commission Policy 19-01. The Budget Transfers adhere to the following conditions:

- A.The budget transfer does not change the total expenditure appropriations of a Cost Center; and
- B.The transfer adheres to the following account restrictions:
 - i.The transfer occurs between personnel expenditure accounts (line item account codes 510000 through 529999); or
 - ii.The transfer occurs between operating expenditure accounts (line item account codes 530000 through 559999); and
- C.The transfer per line item account is \$10,000 or less; and
- D.The transfer is approved by the County Administrator; and
- E.The transfer is reviewed and approved by the County Budget Officer.

General Fund

Fleet Management

Journal Number # 2024-10-827 Date Executed: 07/16/2024

For emergency preparedness and for the current/future hurricane season, the Fleet Department would like to purchase (5) GPS units for our service trucks that will be deployed during a disaster. Funds are available to transfer from Operating Supplies – PPE to Communication Services.

	<u>Fund</u>	<u>Dept</u>	<u>Account</u>	<u>Account Name</u>	<u>Amount</u>
From	0010	- 178	- 552119	Operating Supplies - PPE	\$1,500
To	0010	- 178	- 541101	Communications Services	\$1,500

Facilities Management

Journal Number # 2024-10-1959 Date Executed: 07/22/2024

Facilities Management is requesting a one-time transfer of \$1,725.00 from Professional Services to Operating Supplies - PPE. Operating supplies, PPE is in need of an increase due to the rising cost of supplies as well as the increase in awareness and usage of PPE items to include safety gloves and glasses, as well as respirators, cooling towels, sun sleeves and hydrating supplies. While professional services are highly utilized, the remaining funding in the account is insufficient for further studies and surveys, leaving the minimal amount more beneficial to be used elsewhere.

	<u>Fund</u>	<u>Dept</u>	<u>Account</u>	<u>Account Name</u>	<u>Amount</u>
From	0010	- 180	- 531109	Professional Services	\$1,725
To	0010	- 180	- 552119	Operating Supplies - PPE	\$1,725

Facilities Management*Journal Number #* 2024-10-1981 *Date Executed:* 07/22/2024

Facilities Management is requesting \$3,706.00 be moved from Repairs and Maintenance Small Projects to Operating Supplies. Facilities Operating Supplies are traditionally operating items used in day to day operations by Facilities, such as tools. Fire Fleet's ice machine was broken and in need of repairs however was unable to be repaired and in need of replacement. Per Finance, this would need to be paid from the operating supplies line and therefore we are requesting the account be reimbursed.

	<u>Fund</u>	<u>Dept</u>	<u>Account</u>	<u>Account Name</u>	<u>Amount</u>
From	0010	- 180	- 546140	Repairs and Maint Small Projects	\$3,706
To	0010	- 180	- 552108	Operating Supplies	\$3,706

Circuit Court Judges Technology*Journal Number #* 2024-10-1721 *Date Executed:* 07/17/2024

Transfer funds from Office Supplies to Computer Software. On July 16th BAR 24-10-34 was approved but before it could be posted, an unexpected \$15 Foreign Transaction fee was charged to Computer Software, thereby causing a shortage. This transfer will provide the additional \$15 needed to complete the original BAR.

	<u>Fund</u>	<u>Dept</u>	<u>Account</u>	<u>Account Name</u>	<u>Amount</u>
From	0010	- 214	- 551101	Office Supplies	\$15
To	0010	- 214	- 552106	Computer Software	\$15

Law Library*Journal Number #* 2024-10-1239 *Date Executed:* 07/16/2024

When this account was first established, we did not budget enough for the book expenses. We are requesting to transfer funding from the Miscellaneous Expense into Books, Pubs & Subscriptions so the Law Library has enough to pay for the subscription for the rest of the fiscal year.

	<u>Fund</u>	<u>Dept</u>	<u>Account</u>	<u>Account Name</u>	<u>Amount</u>
From	0010	- 260	- 549990	Other Current Charges Misc Expenses	\$350
To	0010	- 260	- 554101	Books Publications and Subscriptions	\$350

Family Mediation*Journal Number #* 2024-10-1235 *Date Executed:* 07/16/2024

Transfer unspent funds from Travel and Training to Operating Supplies. Funding is available since we had no new volunteer mediators to send to training this year. Family Mediation requires a larger table to accommodate all parties and funding is needed in Operating Supplies so that we can purchase.

	<u>Fund</u>	<u>Dept</u>	<u>Account</u>	<u>Account Name</u>	<u>Amount</u>
From	0010	- 265	- 555501	Training and Education	\$2,200
From	0010	- 265	- 540101	Travel and Per Diem	\$1,000
To	0010	- 265	- 552108	Operating Supplies	\$3,200

Misdemeanor Drug Court*Journal Number #* 2024-10-1240 *Date Executed:* 07/16/2024

Request for Treatment Courts to transfer funding into the Professional Services account to pay for the increased number of drug screens in the program. The program does not currently have a grant to help with the costs. As a result, the department will reduce spending in the other accounts since drug screens are prioritized above all.

	<u>Fund</u>	<u>Dept</u>	<u>Account</u>	<u>Account Name</u>	<u>Amount</u>
From	0010	- 284	- 555501	Training and Education	\$2,000
From	0010	- 284	- 548101	Promotional Activities	\$500
From	0010	- 284	- 540101	Travel and Per Diem	\$4,000
From	0010	- 284	- 547101	Printing and Binding	\$200
From	0010	- 284	- 551101	Office Supplies	\$1,000
To	0010	- 284	- 531109	Professional Services	\$7,700

Emergency Medical Services*Journal Number #* 2024-10-709 *Date Executed:* 07/12/2024

Marion County Fire Rescue contracts with a consultant for the Public Emergency Medical Transportation (PEMT) and Medical Managed Care Organization (MCO) Supplemental payment program, of which is anticipated to bring in net revenues of \$172,958.43 and \$2,541,941.07 respectively for the state fiscal year 2023. The consultants' fee is a percentage of these amounts collected and is higher than what was anticipated based on state funding received that has also increased, which has helped the EMS Fund of which is reimbursed for previous Medicaid and Medicare transports. There are funds available in Office Supplies that were anticipated for the Billing Division to purchase desks for their office, which did not end up being fulfilled due to a higher estimated amount than budgeted.

	<u>Fund</u>	<u>Dept</u>	<u>Account</u>	<u>Account Name</u>	<u>Amount</u>
From	0010	- 305	- 551101	Office Supplies	\$6,000
To	0010	- 305	- 534101	Contract Serv Other Misc	\$6,000

Emergency Medical Services*Journal Number #* 2024-10-1795 *Date Executed:* 07/22/2024

Marion County Fire Rescue is moving forward with a vendor to change update billing invoices with a QR code that directly links to the website. This change is provided in the contract with the vendor, however was not planned or budgeted. Funds are being moved from Office Supplies from the Billing Division to cover this unanticipated cost in Contract Services.

	<u>Fund</u>	<u>Dept</u>	<u>Account</u>	<u>Account Name</u>	<u>Amount</u>
From	0010	- 305	- 551101	Office Supplies	\$2,200
To	0010	- 305	- 534101	Contract Serv Other Misc	\$2,200

Planning and Zoning*Journal Number #* 2024-10-91*Date Executed:* 07/10/2024

This transfer is necessary due to additional training requirements and CE points for maintaining current certifications of current staff, as well as meeting the continued training needs for new staff within the department while meeting Planning needs of Marion County.

The additional funds are needed to accommodate (2) Planners, (1) Deputy Director, and (1) Director's upcoming travel/conference costs for the APA (American Planning Association) Annual FPC (Florida Planning Conference).

Funding for this request is available in Contract Serv-Staff Leasing.

	<u>Fund</u>	<u>Dept</u>	<u>Account</u>	<u>Account Name</u>	<u>Amount</u>
From	0010	- 320	- 534115	Contract Serv Staff Leasing	\$6,000
To	0010	- 320	- 555501	Training and Education	\$3,000
To	0010	- 320	- 540101	Travel and Per Diem	\$3,000

Cooperative Extension Service*Journal Number #* 2024-10-434*Date Executed:* 07/10/2024

Transfer funds from Oper Supplies - Comp Hardware to Books, Pubs & Subscriptions in the amount of \$435 for a Mailer Lite Subscription that we use to send out emails about upcoming programs. Currently there are no funds in Books, Pubs & Subscriptions but we are adding funds to Books, Pubs & Subscriptions on FY24-25 Budget to fix this moving forward. This is an annual charge so the next time funds need to be taken out again will be on FY24-25 Budget.

	<u>Fund</u>	<u>Dept</u>	<u>Account</u>	<u>Account Name</u>	<u>Amount</u>
From	0010	- 372	- 552116	Operating Supplies Computer Hardware	\$435
To	0010	- 372	- 554101	Books Publications and Subscriptions	\$435

Cooperative Extension Service*Journal Number #* 2024-10-1574*Date Executed:* 07/22/2024

Transfer funds from Repairs/Maintenance - Buildings & Grounds to Utility Services - Waste Disposal in the amount of \$50 to cover the cost of a larger manure bin. Budgeted for a 20-yard bin but the 4-H Farm needed a 25-yard bin due to increased livestock at the farm creating more manure. To fund in the future, we requested the cost of two 20-yard bins in FY24-25 budget rather than one.

	<u>Fund</u>	<u>Dept</u>	<u>Account</u>	<u>Account Name</u>	<u>Amount</u>
From	0010	- 372	- 546101	Repairs and Maint Bldgs and Grnds	\$50
To	0010	- 372	- 543102	Utility Services Waste Disposal	\$50

County Transportation Maintenance Fund**Transportation***Journal Number #* 2024-10-1633*Date Executed:* 07/18/2024

Due to higher than expected claims, the Unemployment Compensation account is currently overdrawn. This transfer moves money from Other Salaries & Wages to make up the deficit and allow for future payments. \$5,000 will be transferred from Other Salaries & Wages to Unemployment Compensation.

	<u>Fund</u>	<u>Dept</u>	<u>Account</u>	<u>Account Name</u>	<u>Amount</u>
From	1020	- 400	- 513101	Other Salaries and Wages	\$5,000
To	1020	- 400	- 525101	Unemployment Compensation	\$5,000

Transportation*Journal Number #* 2024-10-1638 *Date Executed:* 07/18/2024

OCE plans to contract Kimley-Horn and Associates, Inc. to undertake a DRC Process Evaluation, of which the estimated cost is \$24,250. Currently the Professional Services account has \$21,000 available. This transfer will move \$6,000 from Contract Services - Other - Misc to cover the shortfall and allow for some overages. Contract Services - Other - Misc has sufficient remaining funding to cover this transfer.

	<u>Fund</u>	<u>Dept</u>	<u>Account</u>	<u>Account Name</u>	<u>Amount</u>
From	1020	- 400	- 534101	Contract Serv Other Misc	\$6,000
To	1020	- 400	- 531109	Professional Services	\$6,000

TMF Transportation Planning Organization**TPO Federal Highway Administration***Journal Number #* 2024-10-431 *Date Executed:* 07/10/2024

Transfer funds from Rentals and Leases to Other Current Charges. The transfer covers the costs for a 2050 Long Range Transportation Plan public workshop room rental. Expense is identified in the TPO's new two-year UPWP, effective July 1, 2024. TPO advised this expense falls under Other Charges and not Rentals and Leases as earlier instructed. Room rental reservation will be made after July 1 when TPO's new fiscal year and UPWP begin.

	<u>Fund</u>	<u>Dept</u>	<u>Account</u>	<u>Account Name</u>	<u>Amount</u>
From	1029	- 407	- 544101	Rentals and Leases Equipment	\$950
To	1029	- 407	- 549990	Other Current Charges Misc Expenses	\$950

Marion County Airport Fund**Marion County Airport***Journal Number #* 2024-10-1349 *Date Executed:* 07/22/2024

The Marion County Airport needs to transfer funds into Parts-Vehicle/Equipment. As Fleet added this new budget line to accommodate and monitor specific charges, we are requesting a transfer to accommodate current and projected spending for FY24. The funds are available from the transfer line as the Airport has reprioritized funds in the Printing and Binding line item for FY24

	<u>Fund</u>	<u>Dept</u>	<u>Account</u>	<u>Account Name</u>	<u>Amount</u>
From	1035	- 415	- 547101	Printing and Binding	\$300
To	1035	- 415	- 552257	Parts Vehicle and Equipment	\$300

Marion County Airport*Journal Number #* 2024-10-1359 *Date Executed:* 07/22/2024

The Marion County Airport needs to transfer funds into Communication Services for an increase of internet service and fees. The Airport budgeted funds based off previous years expenses but the increase by the provider exceeded the original budgeted amount. The Airport also added in new communication service provider for the fuel point of sale system. The funds are available from the transfer line due to a reduction of required staff training for FY24.

	<u>Fund</u>	<u>Dept</u>	<u>Account</u>	<u>Account Name</u>	<u>Amount</u>
From	1035	- 415	- 555501	Training and Education	\$2,000
To	1035	- 415	- 541101	Communications Services	\$2,000

Marion County Airport*Journal Number #* 2024-10-1361 *Date Executed:* 07/22/2024

The Marion County Airport needs to transfer funds into Utilities Services - Electric, Water and Sewer for the additional service fees and the increase of additional tenants at the airfield. With the addition of the new T-hangars at the airport, the division did not project enough additional funding needed for the utility services line item in the budget. The funds are available from the three transfer lines due to cost savings in the accounts.

	<u>Fund</u>	<u>Dept</u>	<u>Account</u>	<u>Account Name</u>	<u>Amount</u>
From	1035	- 415	- 540101	Travel and Per Diem	\$2,100
From	1035	- 415	- 544101	Rentals and Leases Equipment	\$4,000
From	1035	- 415	- 552101	Gasoline Oil and Lubricants	\$3,400
To	1035	- 415	- 543101	Utility Services Elc Wtr Swr	\$9,500

Marion County Airport*Journal Number #* 2024-10-1368 *Date Executed:* 07/22/2024

The Marion County Airport needs to transfer funds into Other Current Charges - Misc. Expenses for an increase of credit card charges at the facility. The Airport has seen an increase of customers paying for fuel or other sale items with credit cards causing the increase. This transfer will cover current expenses for the dues and memberships along with any additional expenses. The funds are available from two the transfer line as the Airport has reprioritized self-perform projects planned for FY24.

	<u>Fund</u>	<u>Dept</u>	<u>Account</u>	<u>Account Name</u>	<u>Amount</u>
From	1035	- 415	- 552108	Operating Supplies	\$1,000
From	1035	- 415	- 546257	Repairs and Maint Fleet Management	\$2,000
To	1035	- 415	- 549990	Other Current Charges Misc Expenses	\$3,000

Tourist Development Tax**Visitors and Convention Bureau***Journal Number #* 2024-10-1036 *Date Executed:* 07/22/2024

Due to the growth of the Tourist Development Department, we no longer have room to store promotional items and convention/conference displays used to market Ocala/Marion County. To overcome this, we have secured space at an offsite storage facility. We are transferring unneeded funds from Printing and Binding to Rentals and Leases - Buildings to pay the annual charges. This will be a one-time change as this is included in future fiscal year budget projections.

	<u>Fund</u>	<u>Dept</u>	<u>Account</u>	<u>Account Name</u>	<u>Amount</u>
From	1074	- 155	- 547101	Printing and Binding	\$3,780
To	1074	- 155	- 544401	Rentals and Leases Buildings	\$3,780

Medical Examiner Fund**Medical Examiner***Journal Number #* 2024-10-1595 *Date Executed:* 07/18/2024

Marion County Facilities was contacted by the Medical Examiner's Office to replace a garbage disposal on an autopsy table. Upon obtaining quotes, two companies did not provide a quote and the only one that replied provided a quote of slightly over \$5,000. Funds are available in Operating Supplies to cover this amount out of Contract Services.

	<u>Fund</u>	<u>Dept</u>	<u>Account</u>	<u>Account Name</u>	<u>Amount</u>
From	1091	- 132	- 552108	Operating Supplies	\$5,000
To	1091	- 132	- 534101	Contract Serv Other Misc	\$5,000

Medical Examiner*Journal Number #* 2024-10-1865 *Date Executed:* 07/22/2024

The Medical Examiner's Office has 5 autopsy saws that are broken and need repair. The estimated cost to repair these saws will require three quotes. There are just enough funds in the Utilities line item to cover what is needed for Repairs/Maintenance. Funds are being moved in order to encumber money for the repairs.

	<u>Fund</u>	<u>Dept</u>	<u>Account</u>	<u>Account Name</u>	<u>Amount</u>
From	1091	- 132	- 543101	Utility Services Elc Wtr Swr	\$4,400
To	1091	- 132	- 546301	Repairs and Maint Equipment	\$4,000

Fire Rescue and EMS Fund**Fire Rescue Services***Journal Number #* 2024-10-230 *Date Executed:* 07/08/2024

When the MSTU Department quoted out the mailers for the residents of Rainbow Lakes Estates to advise them of the upcoming fire assessment on their notice, postage was not included. It is estimated that postage will cost 33 cents for 11,000 mailings. The Prevention Division had budgeted to order map books to be printed, but since the project was not able to be completed, they have funds that can be used to pay for stamps for each of the mailings to the individual residents.

	<u>Fund</u>	<u>Dept</u>	<u>Account</u>	<u>Account Name</u>	<u>Amount</u>
From	1120	- 300	- 547101	Printing and Binding	\$4,000
To	1120	- 300	- 542201	Postage and Freight	\$4,000

Fire Rescue Services*Journal Number #* 2024-10-2353 *Date Executed:* 07/25/2024

Marion County Fire Rescue has a Public Information Officer, in conjunction with the Public Relations Department, that works on purchasing promotional items for public events to create awareness and to promote Fire Rescue to the media. Due to the increased events scheduled this year, funds are needed for purchasing promotional items for these activities due to the increased support for public relations campaigns. Some of these funds are also to provide camera and video equipment for the multimedia intern that helps to create social media awareness through photos and videos to highlight the department. There are available funds in Operating Supplies to accommodate the needs for further public relations efforts.

	<u>Fund</u>	<u>Dept</u>	<u>Account</u>	<u>Account Name</u>	<u>Amount</u>
From	1120	- 300	- 552108	Operating Supplies	\$5,000
To	1120	- 300	- 552114	Operating Supplies Public Education	\$5,000

Stormwater Program**Stormwater Program***Journal Number #* 2024-10-351 *Date Executed:* 07/10/2024

This adjustment transfers \$3,499 from Repairs/Maintenance - Buildings & Grounds to Repairs/Maintenance - Fleet Management and Parts - Vehicle/Equipment in Stormwater. \$2,499 will go to Repairs/Maintenance - Fleet Management and \$1,000 will go to Parts - Vehicle/Equipment. Several recent unexpected repairs to pumping operations have caused repair costs to escalate beyond original projections. Account Repairs/Maintenance - Buildings & Grounds has sufficient funding to supply the increase

	<u>Fund</u>	<u>Dept</u>	<u>Account</u>	<u>Account Name</u>	<u>Amount</u>
From	1131	- 430	- 546101	Repairs and Maint Bldgs and Grnds	\$3,499
To	1131	- 430	- 552257	Parts Vehicle and Equipment	\$1,000
To	1131	- 430	- 546257	Repairs and Maint Fleet Management	\$2,499

Stormwater Program*Journal Number #* 2024-10-1651 *Date Executed:* 07/18/2024

The Other Salaries & Wages account is currently overdrawn as it was used to cover relocation expenses for the new Stormwater Engineer as part of his hiring package. This transfer moves money from Unemployment Compensation to make up the deficit. \$962 will be transferred from Unemployment Compensation to The Other Salaries & Wages.

	<u>Fund</u>	<u>Dept</u>	<u>Account</u>	<u>Account Name</u>	<u>Amount</u>
From	1131	- 430	- 525101	Unemployment Compensation	\$962
To	1131	- 430	- 513101	Other Salaries and Wages	\$962

Solid Waste Disposal Fund**Solid Waste Disposal***Journal Number #* 2024-10-862 *Date Executed:* 07/16/2024

In February the Budget Department created a new account object code, Parts- Vehicle/Equipment. This new object code was created to allow Fleet the ability to separate parts inventory from labor, supplies, overhead, etc. The initial budgeted amounts were difficult to determine due to this new methodology. As a result, this new account was under budgeted and needs additional funds to cover remaining fleet parts costs for the remainder of the current fiscal year.

Excess funds are available in the Gasoline, Oil and Lubricants account.

This is a one-time change.

	<u>Fund</u>	<u>Dept</u>	<u>Account</u>	<u>Account Name</u>	<u>Amount</u>
From	4010	- 423	- 552101	Gasoline Oil and Lubricants	\$6,000
To	4010	- 423	- 552257	Parts Vehicle and Equipment	\$6,000

Solid Waste Recycling*Journal Number #* 2024-10-860 *Date Executed:* 07/16/2024

Fleet Repairs and Maintenance account needs additional funds to cover remaining invoices for the rest of the fiscal year.

Excess funds are available in the Promotional Activities account.

This is a one-time change.

	<u>Fund</u>	<u>Dept</u>	<u>Account</u>	<u>Account Name</u>	<u>Amount</u>
From	4010	- 427	- 548101	Promotional Activities	\$9,000
To	4010	- 427	- 546257	Repairs and Maint Fleet Management	\$9,000

Marion County Utility Fund**Utilities Management***Journal Number #* 2024-10-923 *Date Executed:* 07/16/2024

Marion County Utilities has had openings for a Construction Tech for part of the year, requiring overtime to keep the inspections current. Additionally, the workload is greater due to the number of construction jobs requiring inspection. This request is to move funds from Salaries to Overtime in Utilities Management. This is a one-time request.

	<u>Fund</u>	<u>Dept</u>	<u>Account</u>	<u>Account Name</u>	<u>Amount</u>
From	4520	- 440	- 512101	Regular Salaries and Wages	\$9,500
To	4520	- 440	- 514101	Overtime	\$9,500

Utilities Management*Journal Number #* 2024-10-924 *Date Executed:* 07/16/2024

A prior BAR allocated an estimated amount of funds for purchased parts for fleet repairs which was moved from Fleet Maintenance, however, the estimated amount was not sufficient. Buildings and grounds maintenance have been higher than budgeted, but equipment repairs have been lower than budgeted. This request is to move funds from Fleet Repairs and Maintenance to Vehicle Parts and from Equipment Repairs and Maintenance to Buildings and Grounds Maintenance in Utilities Management. This is a one-time request.

	<u>Fund</u>	<u>Dept</u>	<u>Account</u>	<u>Account Name</u>	<u>Amount</u>
From	4520	- 440	- 546301	Repairs and Maint Equipment	\$2,500
From	4520	- 440	- 546257	Repairs and Maint Fleet Management	\$2,000
To	4520	- 440	- 552257	Parts Vehicle and Equipment	\$2,000
To	4520	- 440	- 546101	Repairs and Maint Bldgs and Grnds	\$2,500

Utilities Water System*Journal Number #* 2024-10-1632 *Date Executed:* 07/22/2024

Due to increased workload, brass parts are being exhausted from stock. Because of this, Marion County Utilities has a need to replenish that stock and requires additional funds in the Operating Supplies. Communications expenses are trending much lower than budgeted, allowing the funds to be transferred from this line. This is a one-time request.

	<u>Fund</u>	<u>Dept</u>	<u>Account</u>	<u>Account Name</u>	<u>Amount</u>
From	4520	- 442	- 541101	Communications Services	\$9,500
To	4520	- 442	- 552108	Operating Supplies	\$9,500

Insurance Fund**Risk and Benefit Services***Journal Number #* 2024-10-347 *Date Executed:* 07/09/2024

Risk and Benefits Services requires a one-time transfer of funds from Operating Supplies to Repairs and Maintenance - Fleet Management due to unforeseen vehicle repair needs. Lower overall spending and reduced furniture/retention box purchases this year have left unallocated funds in operating supplies.

	<u>Fund</u>	<u>Dept</u>	<u>Account</u>	<u>Account Name</u>	<u>Amount</u>
From	5010	- 162	- 552108	Operating Supplies	\$500
To	5010	- 162	- 546257	Repairs and Maint Fleet Management	\$500

Risk and Benefit Services*Journal Number #* 2024-10-383 *Date Executed:* 07/10/2024

Risk and Benefits is requesting a one-time transfer of funds from Operating Supplies to Postage and Freight. This transfer is necessary to cover the cost of mailing open enrollment flyers to employees. While a third party previously covered this expense, the responsibility has shifted to the county moving forward. To reflect this change, budget adjustments will be made for the upcoming fiscal year. This transfer is possible due to underspending in the Operating Supplies account. The department has minimized equipment purchases and replacements this year, resulting in available funds.

	<u>Fund</u>	<u>Dept</u>	<u>Account</u>	<u>Account Name</u>	<u>Amount</u>
From	5010	- 162	- 552108	Operating Supplies	\$300
To	5010	- 162	- 542201	Postage and Freight	\$300

Employee Wellness Program*Journal Number #* 2024-10-342*Date Executed:* 07/09/2024

The Employee Wellness Program requests a one-time transfer of funds from Operating Supplies to Printing and Binding. This transfer is necessary to cover the cost of flyers for the upcoming open enrollment. Due to insufficient funds in the Printing and Binding account, this transfer is required. In previous years, a third party covered the expense of these flyers. However, moving forward, the county will assume this responsibility. To accommodate this change, the program has identified unspent funds in Operating Supplies due to reduced equipment purchases and a lack of replacement equipment being acquired. This transfer will ensure sufficient resources are available to print and distribute the flyers to departments. The Employee Wellness Program will adjust its budget for the next fiscal year to account for this ongoing expense.

	<u>Fund</u>	<u>Dept</u>	<u>Account</u>	<u>Account Name</u>	<u>Amount</u>
From	5010	- 163	- 552108	Operating Supplies	\$2,000
To	5010	- 163	- 547101	Printing and Binding	\$2,000



Marion County

Board of County Commissioners

Agenda Item

File No.: 2024-16051

Agenda Date: 8/6/2024

Agenda No.: 14.4.4.

SUBJECT:

Present Regular Report of Utilization for Reserve for Contingencies

INITIATOR:

Audrey L. Fowler, Budget Director

DEPARTMENT:

Budget

DESCRIPTION/BACKGROUND:

Attached is the Regular Report of the Utilization of Reserve for Contingencies for the General Fund.

BUDGET/IMPACT:

None

RECOMMENDED ACTION:

Information only.



Marion County Clerk of Court and Comptroller

Board of County Commissioners

Budget Department

Gregory C. Harrell
Marion County Clerk of Court
and Comptroller

Post Office Box 1030, Ocala, Florida 34478-1030
19 NW Pine Avenue, Ocala, Florida 34475

Audrey L. Fowler
Budget Director
Telephone: (352) 671-5508

MEMO TO: Gregory C. Harrell, Marion County Clerk of Court and Comptroller
FROM: Audrey L. Fowler, Budget Director
SUBJECT: Report of Utilization of Reserve for Contingencies
DATE: August 6, 2024

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 2023-24

<u>Date</u>	<u>Description</u>	<u>Balance</u>
Beginning Balance: October 1, 2023		\$ 2,123,031
11/07/2023	SELP Auditorium AV Upgrades Project Close Out	8,754
11/07/2023	SELP Wash Rack Project Close Out	402
12/19/2023	Aid to Private Organization Humane Society, VOCAL, and Sheltering Hands	(150,000)
12/19/2023	General Fund CIP True Up	1,062,792
03/19/2024	Catalis for Axia Maintenance	(25,101)
03/19/2024	Value Adjustment Board (VAB)	(10,000)
05/07/2024	Detention and Corrections Inmate Worker	(15,000)
07/02/2024	Department of Revenue Medicaid Program	(462,043)
07/02/2024	Duke Energy Low Income Weatherization Assistance Program (LIWAP)	(8,743)
Balance: 07/16/2024		\$ 2,524,092
Proposed: 08/06/2024	Emergency Medical Services Bunker Gear	(241,836)
Tentative: 08/06/2024		\$ 2,282,256



Marion County

Board of County Commissioners

Agenda Item

File No.: 2024-15945

Agenda Date: 8/6/2024

Agenda No.: 14.5.1.

SUBJECT:

Board of Adjustment - May 6, 2024

INITIATOR:

Deputy Clerk

DEPARTMENT:

Clerk of Court

DESCRIPTION/BACKGROUND:

Board of Adjustment - May 6, 2024.

BUDGET/IMPACT:

None

RECOMMENDED ACTION:

None, information only.

MINUTES

MARION COUNTY BOARD OF ADJUSTMENT

May 6, 2024

A public hearing of the Marion County Board of Adjustment was held on May 6, 2024 at 2:00 pm in the Marion County Growth Services Training Room, 2710 E. Silver Springs Boulevard, Ocala, Florida.

The meeting was called to order at 2:10 pm (due to technical difficulties). Members present creating a quorum were: Chairman Donald Barber; Members C. Cadell Hager, Ernest Hemschot, Thomas Phillips, Nathanael Ramos, Douglas Sherwood; and Alternate Jackie Alsobrook. Samuel Hunt attended as an Observer. Staff members present were: Assistant County Attorney Valdoston Shealey, Growth Services Deputy Director Kenneth Weyrauch, Staff Assistant IV Darlene A. Pocock, along with Planner II Kathleen Brugnoli, Zoning Technicians Jeremy Craig and Elizabeth Madeloni.

Thomas Phillips gave the Invocation, followed by Cadell Hager leading the Pledge of Allegiance.

Chairman Barber and Atty. Val Shealey explained the procedures for hearing variance requests and Atty. Shealey administered the Oath en masse.

Kathleen Brugnoli proceeded by reading the provided Affidavit of Publication and the Proof of Required Mailing and Posting of Notice, and advised that the meeting was properly noticed.

- 2.1 **240501V** – Jason and Rebecca Clark, request a Variance in accordance to Section 2.9 of the Marion County Land Development Code, to reduce the ESOZ front setback from 75' to 35' for a proposed pool and pool deck (38x30' area) in a Single-Family Dwelling (R-1) zone on Parcel Account Number 4825-014-000 addressed as 10695 SE Sunset Harbor Road, Summerfield, FL 34491.

Jeremy Craig presented the case and read the report into the record and noted that the original ESOZ front setback request from 75' to 35' has been updated to reflect a new minimum request from 75' to 62.50'. A corrected survey was given to staff and board members for review.

There were 10 homeowners notified within 300' of the parcel, with and no letters of opposition nor support received.

Edward Abshier, 5614 SE 111th Street, Belleview, FL 34420, Engineer doing the ESOZ plan and agent for the owner, stated that the original site plan used the wrong elevation reading. Mr. Abshier explained that he has a letter from the DEP with the elevation correction and the newly submitted site plan shows the reduced and updated setback. Mr. Abshier reiterated that the adjacent parcel's home is closer to the water than the pool and deck of this project and will not inhibit the neighbors sight line.

PUBLIC COMMENT:

There was no one in the audience to speak for, or against, the request and the chair closed the public portion of the hearing.

Cadell Hagar made a motion to **approve** the variance as requested and moved that, having heard competent substantial evidence, the Board finds that: 1. A special condition or circumstance exists on the property that does not exist on other properties within the same zoning and land use area; 2. The applicant did not cause the special condition or circumstance; 3. Literal enforcement of the regulations would create unnecessary and undue hardship and deprive the applicant of rights commonly enjoyed by other properties within the same zoning and land use area; 4. The variance is the minimal variance that will allow reasonable use of the property; 5. The variance will not confer any special privilege on the applicant that is denied to other properties within the same zoning and land use area; and 6. The granting of the variance will not be injurious to the neighborhood or detrimental to the public welfare; And that the Board grant the variance.

Ernest Hemschot made a motion to second.

Motion to Approve - Passed 6 to 1 with Thomas Phillips dissenting.

- 2.2 **240502V** – Jerry L and Darlene M. Morgan, request a Variance in accordance to Section 2.9 of the Marion County Land Development Code, to reduce the front setback from 25' to 20' for an existing 6'x45' covered walkway (pan-roof), in a One- and Two-Family Dwelling (R-2) zone on Parcel Account Number 35322-010-01, addressed as 10350 SW 92nd Court, Ocala, FL 34481.

Zoning Tech Rachel Kruger was introduced and assisted Liz Madeloni, who, presented the case and read the report into the record.

There were 20 homeowners notified within 300' of the parcel, with and no letters of opposition nor support received.

Mark Tucker with White Aluminum & Windows, 2101 US Highway 441, Leesburg, FL 34748, agent for the owner, stated he agreed with the staff report and presentation. Mr. Tucker explained that the final inspection was missed, the permit expired and was resubmitted when it was brought to their attention. Mr. Tucker stated that the owner was not in the state during that time due to Covid being in full-swing and was unaware that it was not completed.

PUBLIC COMMENT:

There was no one in the audience to speak for, or against, the request and the chair closed the public portion of the hearing.

Ernest Hemschot made a motion to **approve** the variance as requested and moved that, having heard competent substantial evidence, the Board finds that: 1. A special condition or circumstance exists on the property that does not exist on other properties within the same zoning and land use area; 2. The applicant did not cause the special condition or circumstance; 3. Literal enforcement of the regulations would create unnecessary and undue hardship and deprive the applicant of rights commonly enjoyed by other properties within the same zoning and land use area; 4. The

variance is the minimal variance that will allow reasonable use of the property; 5. The variance will not confer any special privilege on the applicant that is denied to other properties within the same zoning and land use area; and 6. The granting of the variance will not be injurious to the neighborhood or detrimental to the public welfare; And that the Board grant the variance.

Nathanael Ramos made a motion to second.

Motion to Approve - Passed 7 to 0

OTHER BUSINESS:

There are no June BOA cases. Next BOA hearing scheduled for July 1, 2024.

MINUTES:

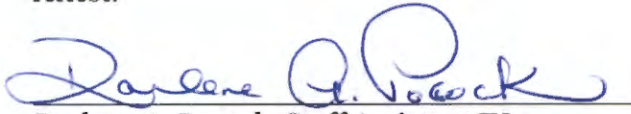
The **April 1, 2024** Board of Adjustment Minutes were moved for Approval upon a motion by Douglas Sherwood with a second by Ernest Hemschot.

Motion for Approval - Passed 7 to 0.

ADJOURNED: The meeting adjourned at 2:47 PM.


~~Donald M. Barber~~, Chairman *Pro Tem*

Attest:


Darlene A. Pocock, Staff Assistant IV

VARIANCE ACTION FORM

ITEM NO: 240501V

DATE OF PUBLIC HEARING: MAY 6, 2024

OWNER NAME(s):

Jason and Rebecca Clark
10695 SE Sunset Harbor Road
Summerfield, FL 34491

AGENT NAME(s):

Edward Abshier c/o: Abshier Engineering, Inc.
PO Box 2770
Bellevue, FL 34421

LEGAL DESCRIPTION OF PROPERTY: Parcel Account No. **4825-014-000**, SEC 26 TWP 17 RGE 23, "Sunset Acres" in Marion County, Florida.

VARIANCE REQUESTED: Request to reduce the ESOZ front setback from 75' to ^{*62.5'}~~38'~~ for a proposed pool and pool deck (38'x30' area), in a Single-Family Dwelling (R-1) zoning classification addressed as 10695 SE Sunset Harbor Road, Summerfield, FL 34491.

FINDINGS OF BOARD OF ADJUSTMENT

1. **Written Petition.** A written petition for a Variance has been submitted demonstrating that:
- A. Special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings with the same zoning classification and land use area.
 - B. The special conditions and circumstances do not result from the actions of the applicant.
 - C. Literal interpretation of the provisions of applicable regulations would deprive the applicant of rights commonly enjoyed by other properties with the same zoning classification and land use area under the terms of said regulations and would work unnecessary and undue hardship of the applicant.
 - D. The Variance, if granted, in the minimum Variance that will allow the reasonable use of the land, building or structure.
 - E. Granting the Variance requested will not confer on the applicant any special privilege that is denied by these regulations to other lands, buildings of structures in the same zoning classification and land use area.
 - F. The granting of the Variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare.
2. X **GRANTED:** Based on the Board of Adjustment's finding that the requirements of Paragraph 1 above have been demonstrated by the applicant for Variance. 6-1
3. _____ **DENIED:** Based on the Board of Adjustment's finding that the requirements of Paragraph 1 above have not been demonstrated by the applicant for Variance.
4. _____ **CONDITIONS & SAFEGUARDS:**
- A. Should the structure be removed for any reason, any replacement structure must meet the then required setbacks or a variance must be requested. _____

B. _____


CHAIRMAN

05-06-2024
DATE

VARIANCE ACTION FORM

ITEM NO: 240502V

DATE OF PUBLIC HEARING: MAY 6, 2024

OWNER NAME(s):

Jerry L. and Darlene M. Morgan
10350 SW 92nd Court
Ocala, FL 34481

AGENT NAME(s):

Mark Tucker c/o: *White Aluminum & Windows*
2101 US Highway 441
Leesburg, FL 34748

LEGAL DESCRIPTION OF PROPERTY: Parcel Account No. **35322-010-01**, SEC 26 TWP 16 RGE 20, "Pine Run Estates II" in Marion County, Florida.

VARIANCE REQUESTED: Request to reduce the front setback from 25' to 20' for an existing 6'x45' covered walkway (pan-roof), in a One- and Two-Family Dwelling (R-2) zoning classification addressed as 10350 SW 92nd Court, Ocala, FL34481.

FINDINGS OF BOARD OF ADJUSTMENT

1. **Written Petition.** A written petition for a Variance has been submitted demonstrating that:
- A. Special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings with the same zoning classification and land use area.
 - B. The special conditions and circumstances do not result from the actions of the applicant.
 - C. Literal interpretation of the provisions of applicable regulations would deprive the applicant of rights commonly enjoyed by other properties with the same zoning classification and land use area under the terms of said regulations and would work unnecessary and undue hardship of the applicant.
 - D. The Variance, if granted, in the minimum Variance that will allow the reasonable use of the land, building or structure.
 - E. Granting the Variance requested will not confer on the applicant any special privilege that is denied by these regulations to other lands, buildings of structures in the same zoning classification and land use area.
 - F. The granting of the Variance will not be injurious to the neighborhood or otherwise detrimental to the public welfare.

2. X **GRANTED:** Based on the Board of Adjustment's finding that the requirements of Paragraph 1 above have been demonstrated by the applicant for Variance. 7-0

3. _____ **DENIED:** Based on the Board of Adjustment's finding that the requirements of Paragraph 1 above have not been demonstrated by the applicant for Variance.

4. _____ **CONDITIONS & SAFEGUARDS:**

A. Should the structure be removed for any reason, any replacement structure must meet the then required setbacks or a variance must be requested. _____

B. _____


CHAIRMAN

05-06-2024
DATE



Marion County

Board of County Commissioners

Agenda Item

File No.: 2024-15946

Agenda Date: 8/6/2024

Agenda No.: 14.5.2.

SUBJECT:

Code Enforcement Board - June 12, 2024

INITIATOR:

Deputy Clerk

DEPARTMENT:

Clerk of Court

DESCRIPTION/BACKGROUND:

Code Enforcement Board - June 12, 2024.

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 Tom Gaver Vice-Chairperson, Gary Ernst, William Miller, Dennis Strow, and John Welch, Alternate Len Racioppi. Board Attorney Tom Dobbins and Alternate Board Secretary Patricia Jemery were present. Chairperson F. Joe Krim Jr and Hunter Street were excused. Dennis Stow left at 11:21 and Gary Ernst left at 11:25.

1. ADOPT MINUTES

John Welch made a motion to accept the Code Enforcement Board minutes from the May 8, 2024, regular meeting. Second by Dennis Strow Passed by unanimous decision.

2. SWEARING IN OF OFFICERS

Code Enforcement Supervisor Robin Hough, Code Enforcement Officers Dianna Durbin, Summer Jameson, Sandra Leon, Marianne Lopez, Erika Nash, and Lester Holly, were sworn in to be under oath.

3. NEW BUSINESS**3.1 910064 EN Greystone Hills HOA Inc**

Code Enforcement Officer Erika Nash presented the case, submitted proof of service, and evidence, and gave testimony. Eddie Esch and Rebecca McCray, representatives for the respondent(s), were present and gave testimony. Code Enforcement Supervisor Robin Hough gave testimony.

Dennis Strow made a motion that this Board find Greystone Hills HOA Inc violated Marion County Land Development Code, Article 6, Division 8, Section 6.8.11 (E); Landscape Installation, by failing to maintain landscaping survival in perpetuity, and replacing all materials when needed; and Marion County Land Development Code, Article 6, Division 8, Section 6.8.13; Landscape Maintenance, failure to provide a healthy appearance of buffering and screening plantings year-round and maintained at the required minimum height(s); and direct them to clear the violations on or before September 5, 2024, or be fined \$100 a day for each day the violations continue past the date set for compliance up to a maximum of \$6,000. Second by Gary Ernst Passed by unanimous decision.

3.2 910325 EN Oaks at Ocala Crossings South HOA Inc

Code Enforcement Officer Erika Nash presented the case, submitted proof of service, and evidence, and gave testimony. Eddie Esch and Rebecca McCray, representatives for the respondent(s), were present and gave testimony. Code Enforcement Supervisor Robin Hough gave testimony

Dennis Strow made a motion that that this Board find Oaks at Ocala Crossings South HOA Inc violated Marion County Land Development Code, Article 6, Division 8, Section 6.8.11 (E); Landscape Installation, by failing to maintain landscaping survival in perpetuity, and replacing all materials when needed; and Marion County Land

Development Code, Article 6, Division 8, Section 6.8.13; Landscape Maintenance, failure to provide a healthy appearance of buffering and screening plantings year-round and maintained at the required minimum height(s); and direct them to clear the violations on or before September 5, 2024, or be fined \$100 a day for each day the violations continue past the date set for compliance up to a maximum of \$6,000. Second by Gary Ernst. Passed by unanimous decision.

3.3 938755 RH Maria Luisa Acosta Pomares

Code Enforcement Supervisor Robin Hough presented the case, submitted proof of service, and evidence, and gave testimony. Respondent(s) were not present.

Len Racioppi made a motion that that this Board find Maria Luisa Acosta Pomares violated Marion County Land Development Code, Article 4, Division 2, Section 4.2.9, R-1 Residential Zoning Classifications, by keeping a cow/bovine without a special use permit, and direct her to clear the violation(s) on or before July 4, 2024, 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 941066 RH Turning Leaf Homeowners Association Inc

Code Enforcement Supervisor Robin Hough presented the case, submitted proof of service, and evidence, and gave testimony. Respondent(s) were not present.

Dennis Strow made a motion that that this Board find Turning Leaf Homeowners Association Inc. violated Marion County Land Development Code, Article 6, Division 13, Stormwater Management, Section 6.13.12, Operation and Maintenance; and the violations have been cleared; however, the case has been presented in the event any future recurrence may be treated as a repeat violation. Second by John Welch. Passed by unanimous decision.

3.5 943849 DD Frances L Walker Est

Code Enforcement Supervisor Robin Hough presented the case, submitted proof of service, and evidence, and gave testimony. Respondent(s) were not present.

John Welch made a motion that that this Board find Frances L Walker Est 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 4, 2024, 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 Len Racioppi. Passed by unanimous decision.

3.6 948726 DD Lisbirth Grant

Cleared and removed

3.7 922487 SL Solid Rock Foundation of Marion County Inc

Code Enforcement Officer Sandra Leon presented the case, submitted proof of service, and evidence, and gave testimony. Respondent(s) Thomas Bernard Brown and Ruthanna Smith were present and gave testimony.

Dennis Strow made a motion that this Board find Solid Rock Foundation of Marion County Inc. violated Marion County Code, Chapter 16, Article III, Section 16-92;

Accumulation of junk; unserviceable vehicles, and direct them to clear the violation(s) on or before October 31, 2024, or be fined \$50 a day for each day the violation continues past the date set for compliance up to a maximum of \$3,000. Second by Gary Ernst. Passed by unanimous decision.

3.8 931957 SL Henry J Marchell Rev Trust and Troy Lee Ankney

Code Enforcement Officer Sandra Leon presented the case, submitted proof of service, and evidence, and gave testimony. Respondent(s) Henry J Marchell was present and gave testimony and Troy Lee Ankney was not present.

Dennis Strow made a motion that this Board find Henry J Marchell Rev Trust violated Marion County Code, Chapter 16, Article III, Section 16-92; Accumulation of junk; unserviceable vehicles and find Troy Lee Ankney violated Marion County Code, Chapter 16, Article III, Section 16-91; Litter; 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 Len Racioppi. Passed by unanimous decision.

3.9 941644 SL C Richard McCreary a/k/a Clarence Richard McCreary and Sarah Lee McCreary a/k/a Sarah Lee McCreary

Code Enforcement Supervisor Robin Hough presented the case, submitted proof of service, and evidence, and gave testimony. Respondent(s) were not present.

John Welch made a motion that this Board find C Richard McCreary a/k/a Clarence Richard McCreary and Sarah Lee McCreary a/k/a Sarah Lee McCreary 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 4, 2024, 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 William Miller. Passed by unanimous decision.

3.10 921421 LH BV Investment Group LLC

Code Enforcement Supervisor Robin Hough presented the case, submitted proof of service, and evidence, and gave testimony. Respondent(s) were not present.

Len Racioppi made a motion that this Board find BV Investment Group LLC violated Marion County Land Development Code, Article 4, Division 2, Section 4.2.12, R-4 Residential Zoning Classifications, by having accessory use without a principal structure; and direct them to clear the violation on or before July 4, 2024, or be fined \$50 a day for each day the violation continues past the date set for compliance up to a maximum of \$3,000. Second by John Welch. Passed by unanimous decision.

3.11 929755 LH David Chamblee and Lisa Chamblee

Code Enforcement Supervisor Robin Hough presented the case, submitted proof of service, and evidence, and gave testimony, Code Enforcement Officer Lester Holly gave testimony. Mitch Chamblee was present and gave testimony; respondent(s) David Chamblee and Lisa Chamblee were present and gave testimony.

John Welch made a motion that this Board find David Chamblee and Lisa Chamblee violated Marion County Code, Chapter 16, Article III, Section 16-92; Accumulation of junk; unserviceable vehicles, and Marion County Code, Chapter 2, Article V, Sections 2-205(c) and 2-207(a); Repeat violation; and that they be fined \$1,000 for the repeat

violation(S) and further be directed to clear the violation on or before September 5, 2024, or be fined \$200 a day for each day the violation continues past the date set for compliance up to a maximum of \$12,000. Second by Dennis Strow. Passed by unanimous decision.

3.12 944972 LH Panton Maxwell Todd

Code Enforcement Supervisor Robin Hough presented the case, submitted proof of service, and evidence, and gave testimony. Respondent(s) were not present.

John Welch made a motion that this Board find Panton Maxwell Todd 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 4, 2024, 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 William Miller. Passed by unanimous decision.

3.13 944974 LH Felicia Mennenga

Code Enforcement Supervisor Robin Hough presented the case, submitted proof of service, and evidence, and gave testimony. Respondent(s) were not present.

John Welch made a motion that this Board finds that Felicia Mennenga violated Marion County Code, Chapter 16, Article III, Section 16-92; Accumulation of junk; unserviceable vehicles; and direct her to clear the violation on or before July 4, 2024, 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 William Miller. Passed by unanimous decision.

3.14 909464 DG Shawn Sipe

Code Enforcement Officer Danny Garrels presented the case, submitted proof of service, and evidence, and gave testimony. Respondent(s) was present and gave testimony.

John Welch made a motion that this Board find Shawn Sipe violated Marion County Code, Chapter 16, Article III, Section 16-92; Accumulation of junk; unserviceable vehicles, and Marion County Land Development Code, Article 4, Division 2, Section 4.2.3, A-1 Zoning Classifications, by having more than two (2) homes on the A-1 zoned property; and direct him to clear the violation(s) on or before September 5, 2024, or be fined \$100 a day for each day the violation(s) continue(s) past the date set for compliance up to a maximum of \$6,000. Second by Dennis Strow. Passed by unanimous decision.

3.15 934740 DG Ocala Freedom Investments LLC

Code Enforcement Supervisor Robin Hough presented the case, submitted proof of service, and evidence, and gave testimony. Code Enforcement Officer Danny Garrels gave testimony. Respondent(s) were not present.

Len Racioppi made a motion that this Board find Ocala Freedom Investments LLC violated Marion County Code, Chapter 16, Article III, Section 16-92; Accumulation of junk; unserviceable vehicles, Marion County Land Development Code, Article 4, Division 2, Section 4.2.6, Requirements for all residential zoning classifications, by operating a business in an improper zone, Marion County Land Development Code,

Article 2, Division 22, Section 2.22.1, Private utilization of the right-of-way; and direct them to clear the violations on or before July 4, 2024, or be fined \$150 a day for each day the violations continue past the date set for compliance up to a maximum of \$9,000. Second by John Welch. Passed by unanimous decision.

3.16 934742 DG Ocala Freedom Investments LLC

Code Enforcement Supervisor Robin Hough presented the case, submitted proof of service, and evidence, and gave testimony. Respondent(s) were not present.

John Welch made a motion that this Board find Ocala Freedom Investments LLC violated Marion County Code, Chapter 16, Article III, Section 16-92; Accumulation of junk; unserviceable vehicles, Marion County Land Development Code, Article 4, Division 2, Section 4.2.6, Requirements for all residential zoning classifications, by operating a business in an improper zone, Marion County Land Development Code, Article 2, Division 22, Section 2.22.1, Private utilization of the right-of-way; and direct them to clear the violations on or before July 4, 2024, 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 William Miller. Passed by unanimous decision.

3.17 947527 DG Enrico P Licciardello and Melody Licciardello

Code Enforcement Supervisor Robin Hough presented the case, submitted proof of service, and evidence, and gave testimony. Respondent(s) were not present.

John Welch made a motion that this Board find Enrico P Licciardello and Melody Licciardello violated Marion County Code, Chapter 16, Article III, Section 16-92; Accumulation of junk; unserviceable vehicles; and direct them to clear the violation(s) on or before July 4, 2024, 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 William Miller. Passed by unanimous decision.

3.18 917732 MB Andrew L Heckman Est

Code Enforcement Supervisor Robin Hough presented the case, submitted proof of service, and evidence, and gave testimony. Respondent(s) were not present.

John Welch made a motion that this Board find Andrew L Heckman Est 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 4, 2024, or authorize Code Enforcement to abate the violation and charge the owner with the reasonable cost of the abatement. Second by William Miller. Passed by unanimous decision.

3.19 935828 MB Dane Hutchinson and Jennifer Hutchinson

Code Enforcement Supervisor Robin Hough presented the case, submitted proof of service, and evidence, and gave testimony. Respondent(s) were not present, Christopher Hutchinson was present and gave testimony.

John Welch made a motion that this Board find Dane Hutchinson and Jennifer Hutchinson violated Marion County Code, Chapter 16, Article III, Section 16-92; Accumulation of junk and unserviceable vehicles; and direct them to clear the violation on or before August 1, 2024, 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 Len Racioppi. Passed by unanimous decision.

3.20 938425 MB Jocalbro Inc Profit Sharing Plan Trust and Joebed Investments LLC

Code Enforcement Supervisor Robin Hough presented the case, submitted proof of service, and evidence, and gave testimony. Altona Piccone, representative for the respondent(s), was present and gave testimony.

John Welch made a motion that this Board find Jocalbro Inc Profit Sharing Plan Trust and Joebed Investments LLC violated Marion County Code, Chapter 16, Article III, Section 16-92; Accumulation of junk; unserviceable vehicles, and Marion County Land Development Code, Article 4, Division 2, Section 4.2.6, Requirements for all residential zoning classifications, by having an accessory structure that does not meet setback requirements; and direct them to clear the violations on or before July 4, 2024, 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.

3.21 938430 MB Maria Ramirez a/k/a Maria Johanna Ramirez

Code Enforcement Supervisor Robin Hough presented the case, submitted proof of service, and evidence, and gave testimony. Respondent(s) were not present.

John Welch made a motion that this Board find Maria Ramirez a/k/a Maria Johanna Ramirez violated Marion County Code, Chapter 16, Article III, Section 16-92; Accumulation of junk; unserviceable vehicles, Marion County Land Development Code, Article 4, Division 2, Section 4.2.6, Requirements for all residential zoning classifications, by having an accessory use without a principal structure and occupying an RV in an improper zone, and Marion County Land Development Code, Article 4, Division 3, Section 4.3.21, Parking of commercial vehicles; and direct her to clear the violations on or before July 4, 2024, 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 William Miller. Passed by unanimous decision.

3.22 948336 MB Randy Campbell a/k/a Randy Alan Campbell Sr

Code Enforcement Supervisor Robin Hough presented the case, submitted proof of service, and evidence, and gave testimony. Respondent(s) Randy Campbell was present and gave testimony present.

Dennis Strow made a motion that this Board find Randy Campbell a/k/a Randy Alan Campbell SR. violated Marion County Code Chapter 16, Article III, Section 16-92; Accumulation of junk; unserviceable vehicles; Marion County Code, Chapter 2, Article V, Sections 2-205(c) and 2-207(a); Repeat violation; and Marion County Code, Chapter 15, Article II, Section 15-39; Failure to properly display assigned building numbers; and that he be fined \$500 for the repeat violation, and further be directed to clear the violations on or before August 1, 2024, or be fined an additional \$100 a day for each day the violation continues past the date set for compliance up to a maximum of \$6,000. Second by Gary Ernst 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 898194 SL Laura Lee Clegg**
Cleared per prior order
- 4.2 901752 SL Gaetano Scarlata**
Code Enforcement Officer Sandra Leon gave testimony. Respondent(s) were not present.
John Welch made a motion that the Board extend the compliance date to August 1, 2024. Second by William Miller. Passed by unanimous decision.
- 4.3 905380 MB Scott W Marquis and Juanita A Marquis**
Code Enforcement Supervisor Robin Hough and respondent(s) Juanita A Marquis were present and gave testimony.
Len Racioppi made a motion that the Board extend the compliance date and the repeat fine to July 4, 2024. Passed by unanimous decision.
- 4.4 905415 SL Barry Bowman**
Cleared per prior order
- 4.5 917704 EN David Perdue and Shawn M Perdue**
Cleared per prior order
- 4.6 922399 MB Eva N Webster**
The Board Secretary advised the Board that an Affidavit of Continuing Violation was submitted.
John Welch made a motion that the Board impose the fines as per the Prior Order. Second by William Miller. Passed by unanimous decision.
- 4.7 925241 MB Stephen Crouch and Jeanette Crouch**
Code Enforcement Supervisor Robin Hough and respondent(s) Jeanette Crouch were present and gave testimony.
John Welch made a motion that the Board extend the compliance date to October 31, 2024. Second by William Miller. Passed 5-1, Tom Gaver opposed.
- 4.8 925306 TS Donna G Baker**
Code Enforcement Supervisor Robin Hough and respondent(s) representative Calvin Meyer were present and gave testimony.
John Welch made a motion that the Board rescind the repeat violation and extend the compliance date to June 12, 2024. Second by William Miller. Passed 5-1, Dennis Strow opposed.

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- 4.9 926230 RA Trust No 0406**
Cleared per prior order
- 4.10 927321 SJ Mikel Gilmartin and Christina Dunlap**
Code Enforcement Officer Summer Jameson and respondent(s) Mikel Gilmartin and Christina Dunlap were present and gave testimony.
John Welch made a motion that the Board extend the compliance date to August 1, 2024. Second by Dennis Strow. Passed by unanimous decision.
- 4.11 929602 ML Realty Income Properties 13 LLC and Dolgencorp LLC**
Cleared per prior order
- 4.12 931138 SL Ernest V White**
Cleared per prior order
- 4.13 931992 SJ Robert J Matter Sr**
Cleared per prior order
- 4.14 933072 SL Benny Rivera**
Code Enforcement Officer Sandra Leon and respondent(s) Benny Rivera were present and gave testimony.
John Welch made a motion that the Board extend the compliance date to August 1, 2024. Second by Dennis Strow. Passed by unanimous decision.
- 4.15 933077 MB Nathaniel Hamilton and Queen Hamilton**
The Board Secretary advised the Board that an Affidavit of Continuing Violation was submitted.
John Welch made a motion that the Board impose the fines as per the Prior Order. Second by William Miller. Passed by unanimous decision.
- 4.16 933230 MB Ida A Thompson**
Code Enforcement Supervisor Robin Hough and respondent(s) Ida A Thompson were present and gave testimony.
Dennis Strow made a motion that the Board extend the compliance date to September 5, 2024. Second by John Welch. Passed by unanimous decision.
- 4.17 933318 MB Robert Strange and Ariel Bibbins**
The Board Secretary advised the Board that an Affidavit of Continuing Violation was submitted.
John Welch made a motion that the Board impose the fines as per the Prior Order. Second by William Miller. Passed by unanimous decision.

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- 4.18 934360 SJ Ted C Robson Jr and Erlene Robson**
The Board Secretary advised the Board that an Affidavit of Continuing Violation was submitted.
John Welch made a motion that the Board impose the fines as per the Prior Order. Second by William Miller. Passed by unanimous decision.
- 4.19 934424 SL David E Medick and Ruby G Beard a/k/a Ginny Krumwiede**
Code Enforcement Officer Summer Jameson and respondent(s) David E Medick and Ginny Krumwiede were present and gave testimony.
John Welch made a motion that the Board extend the compliance date to September 5, 2024. Second by Gary Ernest. Passed by unanimous decision.
- 4.20 935144 SJ Stephen Purcell**
The Board Secretary advised the Board that an Affidavit of Continuing Violation was submitted.
John Welch made a motion that the Board impose the fines as per the Prior Order. Second by William Miller. Passed by unanimous decision.
- 4.21 935620 SJ Heather Love Gilbert and Scott Robert Olson**
Code Officer Summer Jameson, Code Enforcement Supervisor Robin Hough, and respondent(s) Heather Love Gilbert were present and gave testimony.
John Welch made a motion that the Board extend the compliance date to August 1, 2024. Second by Len Racioppi. Passed by unanimous decision.
- 4.22 935622 SJ Cindy J Smith and Melinda Wiley**
The Board Secretary advised the Board that an Affidavit of Continuing Violation was submitted.
John Welch made a motion that the Board impose the fines as per the Prior Order. Second by William Miller. Passed by unanimous decision.
- 4.23 938812 GC Nancy L Larrison Est**
The Board Secretary advised the Board that an Affidavit of Continuing Violation was submitted.
John Welch made a motion that the Board imposes the fines as per the Prior Order. Second by William Miller. Passed by unanimous decision.
- 4.24 940263 MB Gloria Gomez and Mauricio Gomez**
Code Enforcement Supervisor Robin Hough and respondent(s) Gloria Gomez were present and gave testimony.
John Welch made a motion that the Board extend the compliance date to August 1, 2024. Second by Len Racioppi. Passed by unanimous decision.

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- 4.25 940274 MB **Gloria Gomez and Mauricio Gomez**
Code Enforcement Supervisor Robin Hough and respondent(s) Gloria Gomez were present and gave testimony.
John Welch made a motion that the Board extend the compliance date to August 1, 2024. Second by Len Racioppi. Passed by unanimous decision.
- 4.26 940276 DG **Merrilee Luebben**
Cleared per prior order
- 4.27 941288 ML **DMC Investment Group LLC and Dolgencorp LLC**
Cleared per prior order
- 4.28 941288 SJ **Daniel Keys**
The Board Secretary advised the Board that an Affidavit of Continuing Violation was submitted.
John Welch made a motion that the Board impose the fines as per the Prior Order. Second by William Miller. Passed by unanimous decision.
- 4.29 941733 SJ **Robert W Mutchler Est**
The Board Secretary advised the Board that an Affidavit of Continuing Violation was submitted.
John Welch made a motion that the Board impose the fines as per the Prior Order. Second by William Miller. Passed by unanimous decision.
- 4.30 943857 DD **Gordon Rockafellow**
The Board Secretary advised the Board that an Affidavit of Continuing Violation was submitted.
John Welch made a motion that the Board impose the fines as per the Prior Order. Second by William Miller. Passed by unanimous decision.
- 4.31 943865 GC **Terrence F Martin**
The Board Secretary advised the Board that an Affidavit of Continuing Violation was submitted.
John Welch made a motion that the Board impose the fines as per the Prior Order. Second by William Miller. Passed by unanimous decision.
- 4.32 944017 MB **Miguel A Mercado**
Code Enforcement Supervisor Robin Hough and respondent(s) Miguel A Mercado were present and gave testimony.
John Welch made a motion that the Board extend the compliance date to August 1, 2024. Second by Len Racioppi. Passed by unanimous decision.

5. **OLD BUSINESS**
 NONE

6. REQUEST TO APPEAR**NONE****7. REQUEST FOR REHEARING****7.1 933287 SL BRYAN DUVALL, BRADLEY DUVALL, and MARISSA BRAKE**


Code Enforcement Supervisor Robin Hough and respondent(s) Bryan Duvall were present and gave testimony.

John Welch made a motion that the Board extend the compliance date to June 12, 2024, providing they submit payment of one hundred fifty-six dollars and forty-six cents (\$156.46) for the administrative costs. Second by Len Racioppi. Passed by unanimous decision.

8. PUBLIC COMMENT – Limited to 2 minutes**NONE**

There being no further business John Welch made a motion to adjourn. Second by Len Racioppi. Passed by unanimous decision. The meeting was adjourned at 12:39 a.m.



F. Joe Krim Jr, Chairperson

Board Secretary

Adopted by the Board on this 10 day of July, 2024.



Marion County

Board of County Commissioners

Agenda Item

File No.: 2024-15947

Agenda Date: 8/6/2024

Agenda No.: 14.5.3.

SUBJECT:

Dog Classification Board - May 31, 2024

INITIATOR:

Deputy Clerk

DEPARTMENT:

Clerk of Court

DESCRIPTION/BACKGROUND:

Dog Classification Board - May 31, 2024.

BUDGET/IMPACT:

None

RECOMMENDED ACTION:

None, information only.

**MARION COUNTY DOG CLASSIFICATION BOARD
MINUTES OF REGULAR MEETING
May 31, 2024**

A regular meeting of the Dog Classification Board was held on May 31, 2024 at 2:00 p.m. The meeting was held at Marion County Growth Services Training Room, 2710 E. Silver Springs Blvd., Ocala, Florida.

Board members present: Chairman Linda Norman, Vice Chairman Debbie Carney, Mike Deen and alternate Barbara Tucker. Kerry Crawford and Eddie Leedy were excused absent. Animal Services Director Kyra Lynch, Board Attorney Valdoston Shealey and Board Secretary Andrea Davis were present.

Mike Deen made a motion to accept the minutes from the April 29, 2024 meeting. Second by Barbara Tucker. Motion passed unanimously.

NEW BUSINESS

1. A24-149100 AT

Melissa Walters

Melissa Walters requested a hearing regarding the classification of her dogs "Karma", "Zelda" and "Zena/Zyna".

Humane Investigator Alyson Trail presented proof of service, photos, and gave testimony.

Animal Control Officer Aaron Pierce was present and provided testimony.

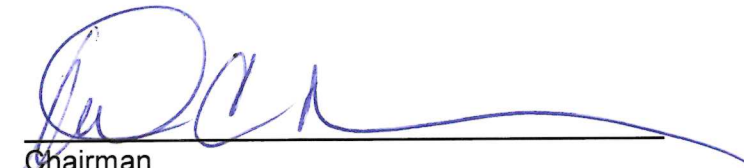
Bryan Hernandez and Melissa Walters were present and provided testimony.


Onaris Rodriguez and Jeysa Perez attended via Webex and provided testimony, with translation from Bryan Hernandez.

Jayda Walters, Nicole Woda, Sierra Smidt and Allen Lloyd were present and provided statements to the board on behalf of Melissa Walters.

Debbie Carney made a motion that the board finds that Animal Services has sufficient cause, per Marion County Code Chapter 4, Section 4-2 and Section 4-22 and Florida State Statute 767.12 to classify "Karma", "Zelda" and "Zena/Zyna" as Dangerous. Second by Barbara Tucker. After discussion, motion passed by unanimous decision.

Meeting was adjourned at 3:31 p.m.



 Chairman


 Witness - Date Adopted



Marion County

Board of County Commissioners

Agenda Item

File No.: 2024-15948

Agenda Date: 8/6/2024

Agenda No.: 14.5.4.

SUBJECT:

Development Review Committee - June 24, July 1 and 8, 2024

INITIATOR:

Deputy Clerk

DEPARTMENT:

Clerk of Court

DESCRIPTION/BACKGROUND:

Development Review Committee - June 24, July 1 and 8, 2024.

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 24, 2024

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 Chairman (Fire Marshal)
Steven Cohoon (County Engineer)
Chuck Varadin (Growth Services Director)
Jody Kirkman (Utilities Director)

OTHERS PRESENT:

Kenneth Odom (Planning/Zoning)
Ken Weyrauch (Planning/Zoning)
Alice Webber (Planning/Zoning)
Susan Heyen (Landscape/Parks)
Michelle Hirst (911)
Alexander Turnipseed (Office of the County Engineer)
Riley Jones (Office of the County Engineer)
Don Watson (Office of the County Engineer)
Crystal Hawker (Office of the County Engineer)
Kristen Savage (Office of the County Engineer)

2. PLEDGE OF ALLEGIANCE

3. ADOPT THE FOLLOWING MINUTES:

3.1. June 17, 2024

Motion by Ken McCann to approve the minutes, seconded by Jody Kirkman

Motion carried 5-0

4. PUBLIC COMMENT: None**5. CONSENT AGENDA: STAFF HAS REVIEWED AND RECOMMENDS APPROVAL****5.1. 2626 NW 35th Street LLC - Major Site Plan**

Project #2023050009 #30105

Abshier Engineering

5.2. Sun Auto - Parcel B Ocala Highway 200 Subdivision - Major Site Plan Revision (Revision to #30335)

Project #2023060057 #31228 Parcel #35696-000-00

Native Engineering

5.3. Ocala Storage Revision II - Major Site Plan Revision (Revision to #30583)

Project #2021090108 #31623

Kimley-Horn & Associates

5.4. TBD SW 96th Place -Waiver Request to Road Frontage Requirement

Project #2024060020 #31654

Parcel #3570-012-005 Permit #2024052495

Travis Aldana (Aldana Contracting LLC)

LDC 4.2.11.D - Multiple-Family Dwelling (R-3) classification

CODE states Development Standards: Fig.4.3h. Maximum Density: 4 du/acre for Single-family, 6 du/acre for two-family, 8 du/acre for Multiple-family, 8-16 du/acre High-Urban Density (Vested or underlying land use designation, unless qualifies for the density exceptions provisions in Section 4.3.2.) Minimum Lot Area: 7,500 square feet Single-family; 12,500/7,700 square feet Two-family; 12,500/7,700 square feet 3 or more family. Minimum Lot Width: 85/70* feet Single-family; 100/70* feet Two-family; 100/70* feet 3 or more family. Maximum Building Height: 40 feet.

Maximum Floor Ratio: None

APPLICANT requests a waiver to the LDC regulation (4.2.11.D) that calls for an R3 zoned property to have 100' of road frontage to construct a duplex (see attached rejection we received from the zoning department on our building application review). Section 4.2.11. of the LDC - States that smaller lots may be approved administratively through the waiver process. We are requesting an administrative approval based on the following finding of facts.

- 5.5. 13419 SW 77th Ave Ocala - Waiver Request to Water Main Extension**
Project #2024060026 #31663 Parcel #8010-0936-19
Lakeshore Lira Investments Corporation

LDC 6.14.2.A(3) - Connection Requirements

CODE states when property is within connection distance, the water main shall be extended to the farthest property line. Refer to Sec. 6.15.3.B for fire hydrant installation requirements.

APPLICANT requests a waiver as water main exists at parcels corner but not across as is required by Code 6.14.2A (3). Conditional waiver approved provided applicant (1) opens a water utility account with MCU (2) pays all connection charges, (3) pays \$5K capital connection fee as this is part of a pending ARPA grant to design and extend water main for all gaps in Marion Oaks Units 7/10.

Motion by Ken McCann to approve items 5.1-5.5 on the consent agenda, seconded by Chuck Varadin

Motion carried 5-0

6. SCHEDULED ITEMS:

- 6.1. Aldana Duplexes - Waiver Request to Minor Site Plan in Review**
Project #2024040090 #31457 Parcel #8009-1275-08
Rogers Engineering

LDC 6.8.7.A - Parking Areas and Vehicular Use Areas

CODE states a minimum five-foot wide landscape area consisting of shrubs and groundcovers, excluding turfgrass, shall be provided around the perimeter of parking areas to form a landscape screen with a minimum height of three feet achieved within one year of planting. A land use buffer that abuts a parking area may satisfy this requirement.

APPLICANT requests waiver for the perimeter plantings along the parking areas are moved to along the building per conversation with county staff.

Motion by Chuck Varadin to approve the waiver as requested, seconded by Michael Savage

Motion carried 5-0

- 6.2. JRA High Performance RV & Boat Storage - Major Site Plan Extension Request**
4121 NW 44th Ave Ocala
Project #2020120059 #26969 Parcel #13708-000-00
Radcliffe Engineering

This major site plan was approved by DRC on 6/13/22 with an expiration date of 6/13/24. This is the applicant's first request for an extension. The extension requested is in accordance with Florida Statute 252.363 and for tolling days from

various Executive Orders related to Hurricane Nicole per the applicant's letter dated 6/3/24. The requested new expiration date would be 4/3/28.

Motion by Steven Cohoon to approve the waiver request contingent on the applicant providing a document showing a breakdown and verifying with legal, seconded by Jody Kirkman

Motion carried 5-0

**6.3. The Golden Divine Equestrian - Waiver Request to Major Site Plan
Project #2024050098 #31621 Parcel #02970-004-00
Michael Pape & Associates, PA**

LDC 2.21.1.A(1) - Major Site Plan

CODE states a Major Site Plan shall be submitted for review and approval prior to the issuance of a Building Permit or prior to the construction of site improvements when proposed improvements exceed any of the following thresholds: (1)

Collectively, all existing and proposed impervious ground coverage equals or exceeds 35 percent of the gross site area or 9,000 square feet.

APPLICANT requests waiver because this site is twenty acres. A new horse farm is proposed. Total project will include a modular, maintenance building, horse barn & covered arena, open air horse run-ins, horse paddocks, open jumpers arena, future employee homes and an employee break area. We will work with Marion County Stormwater staff to install stormwater controls for the excess impervious.

Motion by Steven Cohoon to table this item until the applicant can be in attendance for clarification and assurance that they understand what is being asked, second by Michael Savage

Motion carried 5-0

**6.4. Screen Cage - Waiver Request to Major Site Plan
8848 SE 162nd St Summerfield
Project #2024060032 #31667
Parcel #4704-048-025 Permit #2024042979
Certi-Struct Construction**

LDC 2.21.1.A(1) - Major Site Plan

CODE states A Major Site Plan shall be submitted for review and approval prior to the issuance of a Building Permit or prior to the construction of site improvements when proposed improvements exceed any of the following thresholds: (1)

Collectively, all existing and proposed impervious ground coverage equals or exceeds 35 percent of the gross site area or 9,000 square feet.

APPLICANT requests waiver due to going over the impervious for a patio and screen cage.

Motion by Steven Cohoon to approve the waiver request conditionally subject to 1. The applicant providing controls for the additional run-off in excess of the 100-year 24hr

storm 2. A permit inspection hold will be in effect until a sketch of the improvements is provided and approved by stormwater department 3. A final hold will be in effect until staff conducts a final inspection verifying construction has occurred and disturbed areas have vegetative cover established at time of final inspection and (b) the applicant must provide a final sketch, noting the horizontal extents and volume capacity of the stormwater controls, seconded by Ken McCann

Motion carried 5-0

- 6.5. New Shamrock Office - Waiver Request to Major Site Plan**
1905 SW 164th Place Rd Ocala
Project #2024050053 #31604 Parcel #8003-0394-03
Shamrock Construction

Associated with Minor Site Plan AR #31605 which is pending resubmittal from the applicant.

LDC 2.21.1.A(1) Major Site Plan

CODE states a Major Site Plan shall be submitted for review and approval prior to the issuance of a Building Permit or prior to the construction of site improvements when proposed improvements exceed any of the following thresholds: (1)

Collectively, all existing and proposed impervious ground coverage equals or exceeds 35 percent of the gross site area or 9,000 square feet.

APPLICANT requests a waiver to the Major Site Plan for an office building. The site will be over the allowed 35 percent square feet per Marion County LDC.

Motion by Steven Cohoon to approve the waiver request conditionally subject to 1. The applicant providing controls for the additional run-off in excess of the 100-year 24hr storm 2. A permit inspection hold will be in effect until a sketch of the improvements is provided and approved by stormwater department 3. A final hold will be in effect until staff conducts a final inspection verifying construction has occurred and disturbed areas have vegetative cover established at time of final inspection and (b) the applicant must provide a final sketch, noting the horizontal extents and volume capacity of the stormwater controls, seconded by Ken McCann

Motion carried 5-0

- 6.6. CC - Limestone Access Road - Waiver Request to Improvement Plan in Review**
Project #2024010011 #31018 Parcel #06914-000-00
Tillman & Associates Engineering

LDC 6.13.7.A - Geotechnical Criteria

CODE states Methodology. The pattern and type of test borings shall be determined by the project engineer, geotechnical engineer, or geologist based on the project size, type, and complexity.

APPLICANT requests waiver to deviate from the boring requirements for the roadside swales and use the existing borings that are in and adjacent to the project area and gives an accurate representation of the existing soils. Calculations show

that the swales work using very conservative values. Project changed from original to leave a large vegetative buffer to the west and to miss existing large trees.

Motion by Steven Cohoon to approve the waiver as requested, seconded by Michael Savage

Motion carried 5-0

**6.7. Emerson Pointe Amenity - Waiver Request to Major Site Plan in Review
Project #2024040089 #31456 Parcel #24286-000-00
Tillman & Associates Engineering**

LDC 2.12.8 - Current boundary and topographic survey

CODE states Current boundary and topographic survey (one-foot contour intervals extending 100 feet beyond the project boundary) based upon accepted vertical datum. Surveys will be less than 12 months old and accurately reflect current site conditions, meeting standards set forth in Ch. 5J-17 FAC. Alternate topographic data may be accepted if pre-approved by the Marion County Land Surveyor.

APPLICANT requests waiver for survey more than 1 year old. Previous survey was completed by JCH on 6/28/21. Amenity area is within the Phase 1 boundary, which is under active construction. We are using previous survey and design grades for proposed improvements. Updating the survey is not feasible due to the active construction.

Motion by Steven Cohoon to approve the waiver as requested, seconded by Michael Savage

Motion carried 5-0

LDC 2.18.4.C - Construction, completion, and close out

CODE states All subdivision improvements shall be constructed in accordance with approved plans and shall conform to regulations and specifications in effect on the date of approval of the improvement plans.

APPLICANT requests waiver to commence construction and utility Infrastructure prior to improvement plan approval at the developer's risk.

Motion by Jody Kirkman to approve the waiver request subject to providing a letter from the City stating that they are okay with the work being done prior to the Improvement Plan with understanding that this is at the developers own risk as well as working with staff to move forward with the agreement, seconded by Steven Cohoon

Motion carried 5-0

- 6.8. Adena Golf & Country Club PUD Subdivision (Master PJ) - Rezoning to PUD With Master Plan**
Stavola Property; Ocala Meadows Farms OMF PUD
Project #2009070012 #31599 Parcel #14606-000-00
Tillman & Associates Engineering

Requesting an amendment to a previously approved PUD (160711Z) to allow townhouses, villas, duplexes, condominiums and SFRs and revise development standards.

Motion by Steven Cohoon to approve the request to transmit to the Planning and Zoning Commission and then to the Board asking that applicant be aggressively updating the TIA as required in the Code and as courtesy would like applicant to provide to the Board a time table of when the right-of-way dedication may occur, seconded by Jody Kirkman
Motion carried 5-0

- 6.9. Armstrong - Whisper Woods - Rezoning to PUD With Master Plan**
Project #2022070114 #31600 Parcel #9007-0000-12
Tillman & Associates Engineering

Requesting an amendment to a previously approved PUD (221111ZP) from townhomes to single family detached units.

Motion by Jody Kirkman to deny the request, seconded by Chuck Varadin
Motion recalled by Jody Kirkman, seconded by Chuck Varadin

Motion by Jody Kirkman to transmit to the Planning and Zoning Commission with staff comments and DRC conditions such as that frontage less than 50' would take special consideration and DRC doesn't support 25' frontage. There are also concerns with traffic components (e.g. trip generations), Building Code requirements, setbacks, close proximity of buildings to property lines, fire flow, amenities (square footage and details are needed), and Code violations for drainage easements and minimum widths, seconded by Chuck Varadin
Motion carried 5-0

7. CONCEPTUAL REVIEW ITEMS: None

8. DISCUSSION ITEMS:

- 8.1. Planning & Zoning Commission Items for June 24, 2024**
Marion County Growth Services Department

<https://marionfl.legistar.com/Calendar.aspx>

9. OTHER ITEMS:

Jody Kirkman advised that he will not be here next week.

Motion by Michael Savage to adjourn, seconded by Chuck Varadin

Motion carried 5-0

10.ADJOURN: 10:20 am



Michael Savage, Chairman

Attest:



Kristen Savage
OCE Customer Service Specialist



Marion County

Development Review Committee

Meeting Minutes

412 SE 25th Ave
Ocala, FL 34471
Phone: 352-671-8686

Monday, July 1, 2024

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 Jody Kirkman (Utilities Director)

OTHERS PRESENT:

Ken Weyrauch (Planning/Zoning)
Alice Webber (Planning/Zoning)
Susan Heyen (Landscape/Parks)
Michelle Hirst (911 Management)
Alexander Turnipseed (Office of the County Engineer)
Riley Jones (Office of the County Engineer)
Heather Ringo (Office of the County Engineer)
Don Watson (Office of the County Engineer)
Brittney Murphy (Office of the County Engineer)
Crystal Hawker (Office of the County Engineer)

2. PLEDGE OF ALLEGIANCE

3. ADOPT THE FOLLOWING MINUTES:

3.1. June 24, 2024

Motion by Ken McCann to approve the minutes, seconded by Josh Kramer

Motion carried 5-0

4. PUBLIC COMMENT: None

5. CONSENT AGENDA: STAFF HAS REVIEWED AND RECOMMENDS APPROVAL

5.1. Shores Assembly of God (Revision to 30308) - Major Site Plan Revision
Project #1999008350 #31668
Radcliffe Engineering

5.2. Freedom Commons Phase 2 Amenity - Major Site Plan
Project #2023100062 #30753
Tillman & Associates Engineering

5.3. Hayes - Waiver Request to Major Site Plan
9742 SW 56th Cir Ocala
Project #2024060045 #31686
Parcel #35697-130-00 Permit #2024052884
Outback Pools

LDC 2.21.1.A(1) - Major Site Plan

CODE states A Major Site Plan shall be submitted for review and approval prior to the issuance of a Building Permit or prior to the construction of site improvements when proposed improvements exceed any of the following thresholds: (1)

Collectively, all existing and proposed impervious ground coverage equals or exceeds 35 percent of the gross site area or 9,000 square feet.

APPLICANT states the lot currently has 4531 square feet impervious coverage and the proposed project will add 1095 square feet impervious coverage. Allowed amount for lot is 3500 square feet impervious coverage per lot. HOA signed to accept the additional stormwater runoff.

5.4. Plesher - Waiver Request to Major Site Plan
17367 Se 116th Court Rd Summerfield
Project #2024060050 #31691 Parcel #6262-003-019
Stepphen and Spaulding

LDC 2.21.1.A(1) Major Site Plan

CODE states a Major Site Plan shall be submitted for review and approval prior to the issuance of a Building Permit or prior to the construction of site improvements when proposed improvements exceed any of the following thresholds: (1)

Collectively, all existing and proposed impervious ground coverage equals or exceeds 35 percent of the gross site area or 9,000 square feet. APPLICANT requests a waiver as they are going over their impervious area by approximately 340 square feet due to a house addition.

- 5.5. 8004-0477-09 Water Extension Waiver - Waiver Request to Water Main Extension**
2645 SW 163rd Pl Ocala
Project #2024040092 #31460
Parcel #8004-0477-09 Permit #2023092674
LGI Homes Florida

LDC 6.14.2.A(3) - Water Main Extension to Farthest Property Corner

CODE states When property is within connection distance to water, the water main shall be extended to the farthest property line by Developer. Refer to Sec. 6.15.3.B for fire hydrant installation requirements.

APPLICANT states water main exists at parcel's lot line but not across as is required by code. CONDITIONAL WAIVER approved provided the applicant (1) opens a water utility account with MCU; (2) pays all Connection charges; and (3) pays \$5K capital connection fee as this is part of an in-house project to design and extend water main for all gaps in Marion Oaks Unit 4.

- 5.6. 13420 SW 77th Ave, Ocala - Waiver Request to Water Main Extension**
Project #2024060036 #31675
Parcel #8010-0935-11 Permit #2023102500
Lakeshore Lira Investments Corporation

LDC 6.14.2.A(3) - Water Main Extension to Farthest Property Corner

CODE states When property is within connection distance to water, the water main shall be extended to the farthest property line by Developer. Refer to Sec. 6.15.3.B for fire hydrant installation requirements.

APPLICANT states Water main exists at parcel's corner but not across as is required by Code 6.14.2.A(3) CONDITIONAL WAIVER approved provided applicant (1) opens a water utility account with MCU; (2) pays all Connection charges; and (3) pays \$5K capital connection fee as this is part of a pending ARPA grant to design and extend water main for all gaps in Marion Oaks Units 7/10.

Motion by Ken McCann to approve items 5.1 through 5.6 on the consent agenda, seconded by Josh Kramer

Motion carried 5-0

6. SCHEDULED ITEMS:**6.1. Ocala Preserve Phase 8 (Revision to 27514) - Final Plat
Project #2021070058 #30135
JCH Consulting Group**

This Final Plat was approved by DRC on 6/12/23 and by the BCC on 6/20/23, however, the electronic drawings for each published agenda did not match the mylars provided for signature and recording. The mylars contained an adjustment to accommodate for a walking trail and involved resizing Lots 917- 919 and Tract D. In addition, Lot 918 was relocated to the north side of Tract D.

The changes were made in order to align with the approved Master Plan, Preliminary Plat and Improvement Plan. The Final Plat as recorded in Plat Book 15, Pages 149-156 is correct.

This request is to acknowledge and reaffirm the approval of the Final Plat as recorded and by doing so will clarify and bring consistency to the public records.

Motion by Steven Cohoon to approve the reaffirmation of the correct plat, seconded by Chuck Varadin

Motion carried 5-0

**6.2. The Golden Divine Equestrian - Waiver Request to Major Site Plan
Project #2024050098 #31621 Parcel #02970-004-00
Michael Pape & Associates, PA**

This item was tabled on 6/24/24, applicant was not in attendance. Applicant requests to be reheard.

LDC 2.21.1.A(1) - Major Site Plan

CODE states a Major Site Plan shall be submitted for review and approval prior to the issuance of a Building Permit or prior to the construction of site improvements when proposed improvements exceed any of the following thresholds: (1)

Collectively, all existing and proposed impervious ground coverage equals or exceeds 35 percent of the gross site area or 9,000 square feet.

APPLICANT requests waiver because this site is twenty acres. A new horse farm is proposed. Total project will include a modular, maintenance building, horse barn & covered arena, open air horse run-ins, horse paddocks, open jumpers arena, future employee homes and an employee break area. We will work with Marion County Stormwater staff to install stormwater controls for the excess impervious.

Motion by Ken McCann to rehear, seconded by Steven Cohoon

Motion carried 5-0

Motion by Steven Cohoon to approve the waiver request conditionally subject to 1. The applicant providing controls for the additional run-off in excess of the 100-year 24hr storm 2. A permit inspection hold will be in effect until a sketch of the improvements is

provided and approved by stormwater department 3. A final hold will be in effect until staff conducts a final inspection verifying construction has occurred and disturbed areas have vegetative cover established at time of final inspection and (b) the applicant must provide a final sketch, noting the horizontal extents and volume capacity of the stormwater controls, seconded by Chuck Varadin

Motion carried 5-0

- 6.3. **Corta - Ocala West - Parcels 24 and 25 - Waiver Request to Final Plat in Review**
Project #2024020037 #31189 Parcel #3501-200-025
CHW, an NV5 Company

LDC 2.17.1 - Preliminary Plat

CODE states Preliminary Plats shall be submitted for each development where platting is required in this Code or by Florida Statute.

APPLICANT requests a waiver as there are no current plans to improve the properties at this time, looking to replat the 2 existing tracts into 1 buildable lot for use in the future. Cannot do a lot combination as they are part of an existing subdivision and have been subdivided previously.

Motion by Steven Cohoon to deny the waiver request due to the applicant not being in attendance, seconded by Josh Kramer

Motion carried 5-0

LDC 2.18.1 - Improvement Plan

CODE states Improvement Plans shall be submitted for construction, including but not limited to public or private roads, road modifications, traffic signal installations/modifications, offsite road improvements, and other offsite linear type construction such as utility and stormwater installations. All public or private road improvements shall comply with this Code. Offsite improvements and traffic signal installations/modifications shall be submitted as a separate application.

APPLICANT requests as there are no current plans to improve the property, there are no existing structures on either properties at this time. An existing Boundary and Topographic survey were included on the initial Final Plat submission. The purpose of this replat is to make the property buildable in the future.

Motion by Steven Cohoon to deny the waiver request due to the applicant not being in attendance, seconded by Josh Kramer

Motion carried 5-0

- 6.4. **Portion of east 30' of Centre Street aka SE 138th Court in South Lake Weir - Road Closing / Abrogation**
16180 SE 137th Ct Weirsdale
Project #2024020055 #31164 Parcel #4984-007-000
Weirsdale Presbyterian Church

On 2/26/24 DRC's motion was to move forward subject to providing information

showing that the western parcels have been abrogated into one parcel. The applicant is requesting re-review and approval allowing this item to proceed to the BCC.

Applicant's original request for 2/26/24 was as follows:

Applicants request to close road/ally/W 1/2 of road previously closed in 1956 (DB 340, page 514); complete road closure will allow petitioner to clear portions of trail road (infrequently used) encroaching onto Petitioner's property and will help prevent illegal dumping by others for which Petitioner recently received a code enforcement violation and will allow Petitioner to better secure and protect property used to conduct Boy Scout and other related activities.

Motion by Chuck Varadin to table pending further information from Growth Services staff, seconded by Michael Savage

Motion carried 5-0

- 6.5. **Golden Ocala - WEC North Training Fields Phase 2 Mod (Revision To 31106) - Waiver Request to Major Site Plan Revision in Review**
Project #2024010079 #31637 Parcel #21068-002-00
Tillman & Associates Engineering

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. APPLICANT requests waiver to the order of plan approval to allow site disturbance prior to Major Site Plan approval, subject to the owner moving forward at their own risk and to hold on final inspection until Site Plan is approved. Runoff and receiving facility are internal to project. Waiver previously approved for AR 31106.

Motion by Michael Savage to approve the waiver request, seconded by Chuck Varadin

Motion carried 5-0

LDC 2.12.8 - Current Boundary and Topographic Survey

CODE states Current boundary and topographic survey (one-foot contour intervals extending 100 feet beyond the project boundary) based upon accepted vertical datum. Surveys will be less than 12 months old and accurately reflect current site conditions, meeting standards set forth in Ch. 5J-17 FAC. Alternate topographic data may be accepted if pre-approved by the Marion County Land Surveyor. APPLICANT requests waiver from current boundary and topo. Project is 36 acres amidst a 166 +/- acre parcel. Legal and sketch of description for project boundary shall be provided to Marion County prior to request for final inspection. Waiver previously approved for AR 31106.

Motion by Michael Savage to approve the waiver request, seconded by Steven Cohoon

Motion carried 5-0

LDC 6.13.8.B(7) - Stormwater Conveyance Criteria

CODE states Sizes. Stormwater conveyance pipes and cross culverts shall be a minimum of 18 inches diameter or equivalent. Driveway culverts shall be a minimum of 15 inches diameter or equivalent for residential use and a minimum of 18 inches diameter or equivalent for commercial use. Roof drains, prior to connection to the overall stormwater system, are exempt from minimum diameter requirements.

APPLICANT A) requesting approval for major storm system to include 15-inch RCP provided a hydraulic calculation concludes there is no adverse effect and is included in the stormwater report. B) requesting approval for storm piping 12 inches and under be approved for connections beyond the major storm system (i.e. yard and roof drains). Waiver previously approved for AR 31106.

Motion by Michael Savage to approve the waiver request, seconded by Steven Cohoon

Motion carried 5-0

LDC 6.8.7.C - Parking Areas and Vehicular Use Areas

CODE states A landscaped parking lot island shall be located every ten parking spaces and shall be a minimum of 200 square feet in size with properly drained soils. For paved parking areas within a Primary SPZ, including those with permeable or porous surfaces, parking lot islands shall be completely planted with shrubs or groundcovers; the use of turfgrass is prohibited.

APPLICANT requests waiver to eliminate required landscape islands and relocate plantings in said islands due to vehicle maneuvering radius and high-profile truck and horse trailers. Waiver requested for more than 10 parking spaces in a row without islands. Required trees from islands will be relocated to the project perimeter. Waiver previously approved for AR31106.

Motion by Michael Savage to approve the waiver request, seconded by Ken McCann

Motion carried 5-0

LDC 6.7.4.A - Shade Trees

CODE states Shade trees are required for all developments excluding residential developments. A. The post-development ratio of shade trees to the area of the site shall be a minimum of one shade tree per 3,000 square feet.

APPLICANT requests waiver as the post-development ratio of shade trees to the area of the site shall be a minimum of one shade tree per 3,000 square feet.

Request waiver since the site is a large horse training area with no paved parking. Access is via grassed areas. Additional, new planted trees exceed the pre-development area ratio. Waiver previously approved for AR31106.

Motion by Michael Savage to approve the waiver request, seconded by Ken McCann

Motion carried 5-0

- 6.6. CC - Limestone Access Road - Waiver Request to Improvement Plan in Review
Project #2024010011 #31018 Parcel #06914-000-00
Tillman & Associates Engineering

LDC 6.8.6.K(3) - Buffers

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

APPLICANT requests a waiver to utility the existing dense vegetation along W Hwy 316, west of the proposed connection to W Hwy 316, to satisfy the Type 'C' buffer requirement.

Motion by Chuck Varadin to approve subject to maintaining the existing vegetation as a buffer and screening, seconded by Michael Savage

Motion carried 5-0

- 6.7. McGinnis Pool Project - Waiver Request to Major Site Plan
Virmillion Estates Blk F Lot 25
2651 SE 156th Place Rd Summerfield
Project #2023090092 #31671
Parcel #44683-006-25 Permit #2024061196
Paragon Pools of NCF

LDC 2.21.1.A(1) - Major Site Plan

CODE states A Major Site Plan shall be submitted for review and approval prior to the issuance of a Building Permit or prior to the construction of site improvements when proposed improvements exceed any of the following thresholds: (1)

Collectively, all existing and proposed impervious ground coverage equals or exceeds 35 percent of the gross site area or 9,000 square feet.

APPLICANT states the site is 1.09 acres. The owner will compensate for the increase of runoff from the future planned impervious area over 9,000 square feet.

We will work with Marion County Stormwater staff on the required stormwater controls.

Motion by Ken McCann to approve the waiver request conditionally subject to 1. The applicant providing controls for the additional run-off in excess of the 100-year 24hr storm 2. A permit inspection hold will be in effect until a sketch of the improvements is provided and approved by stormwater department 3. A final hold will be in effect until staff conducts a final inspection verifying construction has occurred and disturbed areas have vegetative cover established at time of final inspection and (b) the applicant must provide a final sketch, noting the horizontal extents and volume capacity of the stormwater controls, seconded by Michael Savage

Motion carried 5-0

- 6.8. Jacinto Garcia - Waiver Request to Major Site Plan**
7 Bahia Pass Loop Ocala
Project #2024060049 #31689 Parcel #9016-0244-27
Jacinto Garcia

LDC 2.21.1.A(1) Major Site Plan

CODE states a Major Site Plan shall be submitted for review and approval prior to the issuance of a Building Permit or prior to the construction of site improvements when proposed improvements exceed any of the following thresholds: (1)

Collectively, all existing and proposed impervious ground coverage equals or exceeds 35 percent of the gross site area or 9,000 square feet.

APPLICANT requests a waiver as they are going over their impervious due to the addition of a 10x20 car port.

Motion by Steven Cohoon to table until the applicant (who was not in attendance) provides in writing that they understand the three standard conditions or they can call into the meeting or be present, seconded by Chuck Varadin

Motion carried 5-0

- 6.9. King Richard Thomas - Waiver Request for Family Division**
Bellevue Ridge Est Unr Blk 1 Lot 8
Project #2024040114 #31492
Jennifer McBride

This item was denied by DRC on 5/6/24 due to the lack of a court order. Applicant requests to be reheard.

LDC 2.16.1.B(10) - Family Division

CODE states Family Division. A parcel of record as of January 1, 1992 that is located in the Rural Land may be subdivided for use of immediate family members for their primary residences. Within the Farmland Preservation area, each new tract and the remaining parent tract must be at least three (3) acres in size. Within the Rural Land outside of the Farmland Preservation area each new tract and the remaining parent tract must be at least one acre in size. In the Urban Area, only parcels of record as of January 1, 1992 which are low density residential property exceeding two acres in size may be divided for the use of immediate family members for their primary residences up to the maximum density of one dwelling unit per gross acre. Immediate family is defined as grandparent, parent, step-parent, adopted parent, sibling, child, step-child, adopted child, or grandchild. A parcel of record shall not be allowed to be divided more than three times as a family division. Minimum access onto a road or street shall be 40 feet in width and shall be provided by recorded deed or by recorded non-exclusive easement. No subdivision to the same family member more than once every five years shall be permitted. Any subdividing of a parcel of record for the purpose of family division shall follow the waiver request process.

APPLICANT requests waiver for a court ordered family division.

Motion by Chuck Varadin to rehear, seconded by Steven Cohoon

Motion carried 5-0

Motion by Chuck Varadin to approve the waiver request, seconded by Steven Cohoon

Motion carried 5-0

7. CONCEPTUAL REVIEW ITEMS: None

8. DISCUSSION ITEMS: None

9. OTHER ITEMS: None

Motion by Michael Savage to adjourn, seconded by Chuck Varadin

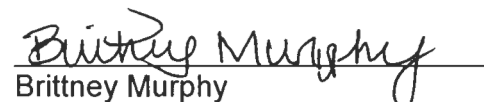
Motion Carried 5-0

10.ADJOURN: 10:01 am



Michael Savage, Chairman

Attest:



Brittney Murphy
OCE Customer Service Specialist



Marion County

Development Review Committee

Meeting Minutes

412 SE 25th Ave
Ocala, FL 34471
Phone: 352-671-8686

Monday, July 8, 2024

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 Jody Kirkman (Utilities Director)

OTHERS PRESENT:

Ken Odom (Planning/Zoning)
Susan Heyen (Landscape/Parks)
Janet Warbach (911 Management)
Alexander Turnipseed (Office of the County Engineer)
Kevin Vickers (Office of the County Engineer)
Heather Ringo (Office of the County Engineer)
Chris Zeigler (Office of the County Engineer)
Brittney Murphy (Office of the County Engineer)
Chelsea Figueroa (Office of the County Engineer)

2. PLEDGE OF ALLEGIANCE

3. ADOPT THE FOLLOWING MINUTES:

3.1. July 1, 2024

Motion by Ken McCann to approve the minutes, seconded by Chuck Varadin

Motion carried 5-0

4. PUBLIC COMMENT: None**5. CONSENT AGENDA: STAFF HAS REVIEWED AND RECOMMENDS APPROVAL**

5.1. **Golden Ocala WEC - Storage/Maintenance Building 2 Modification**
(Revision to 30683) - Major Site Plan Revision
Project #2023090087 #31559
Tillman & Associates Engineering

5.2. **Golden Ocala WEC - North Training Fields Phase 2 Modification**
(Revision to 31106) - Major Site Plan Revision
Project #2024010079 #31637
Tillman & Associates Engineering

5.3. **Ledey - Waiver Request to Major Site Plan**
6181 SW 84th Place Rd Ocala
Project #2024060062 #31708
Parcel #35634-316-09 Permit #2024060212
Ledey Alain G

LDC 2.21.1.A(1) - Major Site Plan

CODE states a Major Site Plan shall be submitted for review and approval prior to the issuance of a Building Permit or prior to the construction of site improvements when proposed improvements exceed any of the following thresholds: (1)

Collectively, all existing and proposed impervious ground coverage equals or exceeds 35 percent of the gross site area or 9,000 square feet.

APPLICANT requests waiver for a 10-foot by 20-foot awning.

5.4. **Joy Maxwell Row - Waiver Request for Family Division**
4409 NW 120th St Reddick
Project #2024060053 #31698 Parcel #07363-000-00
David Maxwell

LDC 2.16.1.B(10) - Division of Land

CODE states Family Division. A parcel of record as of January 1, 1992 that is located in the Rural Land may be subdivided for use of immediate family members for their primary residences. Within the Farmland Preservation area, each new tract and the remaining parent tract must be at least three (3) acres in size. Within the

Rural Land outside of the Farmland Preservation area each new tract and the remaining parent tract must be at least one acre in size. In the Urban Area, only parcels of record as of January 1, 1992 which are low density residential property exceeding two acres in size may be divided for the use of immediate family members for their primary residences up to the maximum density of one dwelling unit per gross acre. Immediate family is defined as grandparent, parent, step-parent, adopted parent, sibling, child, step-child, adopted child, or grandchild. A parcel of record shall not be allowed to be divided more than three times as a family division. Minimum access onto a road or street shall be 40 feet in width and shall be provided by recorded deed or by recorded non-exclusive easement. No subdivision to the same family member more than once every five years shall be permitted. Any subdividing of a parcel of record for the purpose of family division shall follow the waiver request process.

APPLICANT requests a waiver to LDC 2.16.1.B(10) - Family Division to give grandson 3 acres to build a house. Would also a separate driveway and not have to share the current driveway.

Motion by Ken McCann to approve items 5.1 through 5.4 on the consent agenda, seconded by Chuck Varadin

Motion carried 5-0

6. SCHEDULED ITEMS:

6.1. Major Site Plan for Marion Soccer Academy - Waiver Request to Major Site Plan in Review

**11638 S US HWY 301 Bellevue
Project #2024020094 #31215 Parcel #39151-000-00
Abshier Engineering**

LDC 6.11.4.B - Cross Access

CODE states Cross Access (Parallel Access). (1) Cross access is required to reduce the use of the public street system, provide for movement between adjacent and complementary land uses, limit access to Arterial and Collector roads, and minimize full median openings. Cross access shall be shown on the plans and shall be established through a public easement. (2) Cross access shall be provided and constructed for all commercial, industrial, and multi-family residential development on arterial and collector roads unless it is determined by the County Engineer to not be practical or reasonable due to adjacent features, specific type of development, or the potential development of the adjacent property.

APPLICANT states this site is to be used to teach children to play soccer. The fields will be AstroTurf and the facility gated to protect the fields. Traffic for adjacent parcels is a concern with all the children at the site. This is like a school or county park which are not required cross access for the same reason.

Motion by Steven Cohoon to deny the waiver request (this item is under the authority of the County Engineer), seconded by Chuck Varadin

Motion carried 4-1, with Michael Savage voting in opposition

LDC 6.8.7.A - Parking areas and vehicular use areas

CODE states A minimum five-foot wide landscape area consisting of shrubs and groundcovers, excluding turfgrass, shall be provided around the perimeter of parking areas to form a landscape screen with a minimum height of three feet achieved within one year of planting. A land use buffer that abuts a parking area may satisfy this requirement.

LDC 6.8.7.D(2) - Parking areas and vehicular use areas

CODE states All parking lot islands, including terminal parking lot islands, shall contain one shade tree unless site lighting fixtures are proposed in said island. Double parking lot islands (where double-loaded parking bays are proposed) shall contain two shade trees.

LDC 6.8.7.E - Parking areas and vehicular use areas

CODE states Each row of parking spaces shall be terminated by a landscaped island.

APPLICANT states the parking areas are proposed to be grass. No 5-foot landscape strip or end of the parking row islands are needed. There are trees shown at the end of the parking areas.

Motion by Michael Savage to approve the waiver request, seconded by Ken McCann

Motion carried 5-0

LDC 6.8.8.A. & B. - Building landscaping

CODE states A. Landscape plantings shall be provided along the public view sides of all proposed structures to reduce the monotony of large blank walls, reduce heat gain and glare, and enhance the aesthetic appearance of the building. B. Landscape areas shall be provided adjacent to or within 25 feet from the building walls and shall extend along 60 percent of the total length of the wall, excluding those areas required for access to the building.

APPLICANT states the only "building" proposed is a small bathroom. It is behind a cargo container that is 8 feet wide that will be used for storage and concession. No food to be cooked.

Applicant withdrew this waiver request

- 6.2. **Corta - Ocala West - Parcels 24 and 25 - Waiver Request to Final Plat in Review**
Project #2024020037 #31189 Parcel #3501-200-025
CHW, An NV5 Company

Both waiver request items were denied on 7/1/24, applicant was not in attendance. Applicant requests to be reheard.

LDC 2.17.1 - Preliminary Plat

CODE states Preliminary Plats shall be submitted for each development where platting is required in this Code or by Florida Statute.

APPLICANT requests a waiver as there are no current plans to improve the properties at this time, looking to replat the 2 existing tracts into 1 buildable lot for

use in the future. Cannot do a lot combination as they are part of an existing subdivision and have been subdivided previously.

Motion by Ken McCann to rehear, seconded by Chuck Varadin

Motion carried 5-0

Motion by Chuck Varadin to reaffirm the action of denial from July 1, 2024, seconded by Michael Savage

Motion carried 5-0

LDC 2.18.1 - Improvement Plan

CODE states Improvement Plans shall be submitted for construction, including but not limited to public or private roads, road modifications, traffic signal installations/modifications, offsite road improvements, and other offsite linear type construction such as utility and stormwater installations. All public or private road improvements shall comply with this Code. Offsite Improvements and traffic signal installations/modifications shall be submitted as a separate application. PPLICANT requests as there are no current plans to improve the property, there are no existing structures on either of the properties at this time. An existing Boundary and Topographic survey were included on the initial Final Plat submission. The purpose of this replat is to make the property buildable in the future.

Motion by Chuck Varadin to reaffirm the action of denial from July 1, 2024, seconded by Michael Savage

Motion carried 5-0

6.3. Ricky Street - Waiver Request to Major Site Plan

11465 SE 189th Ct Ocklawaha

Project #2024060051 #31692

Parcel #4040-167-000 Permit #2024053238

Award Construction

LDC 2.21.1.A(1) - Major Site Plan

CODE states a Major Site Plan shall be submitted for review and approval prior to the issuance of a Building Permit or prior to the construction of site improvements when proposed improvements exceed any of the following thresholds:(1)

Collectively, all existing and proposed impervious ground coverage equals or exceeds 35 percent of the gross site area or 9,000 square feet.

APPLICANT requests waiver as they are over impervious allowed area.

Motion by Michael Savage to approve the waiver request conditionally subject to 1. The applicant providing controls for the additional run-off in excess of the 100-year 24hr storm 2. A permit inspection hold will be in effect until a sketch of the improvements is provided and approved by stormwater department 3. A final hold will be in effect until staff conducts a final inspection verifying construction has occurred and disturbed areas have vegetative cover established at time of final inspection and (b) the applicant

must provide a final sketch, noting the horizontal extents and volume capacity of the stormwater controls, seconded by Josh Kramer

Motion carried 5-0

6.4. Thomas Pool - Waiver Request to Major Site Plan

8610 SE 163rd Ln Summerfield

Project #2024060047 #31688

Parcel #4702-028-047 Permit #2024060475

Wiseman Ventures

LDC 2.21.1.A(1) - Major Site Plan

CODE states a Major Site Plan shall be submitted for review and approval prior to the issuance of a Building Permit or prior to the construction of site improvements when proposed improvements exceed any of the following thresholds:(1)

Collectively, all existing and proposed impervious ground coverage equals or exceeds 35 percent of the gross site area or 9,000 square feet.

APPLICANT requests a waiver for additional 290 square feet needed for pool deck area for new swimming pool to be built.

Motion by Steven Cohoon to approve the waiver request conditionally subject to 1. The applicant providing controls for the additional run-off in excess of the 100-year 24hr storm 2. A permit inspection hold will be in effect until a sketch of the improvements is provided and approved by stormwater department 3. A final hold will be in effect until staff conducts a final inspection verifying construction has occurred and disturbed areas have vegetative cover established at time of final inspection and (b) the applicant must provide a final sketch, noting the horizontal extents and volume capacity of the stormwater controls, seconded by Chuck Varadin

Motion carried 5-0

6.5. Jacinto Garcia - Waiver Request to Major Site Plan

7 Bahia Pass Loop Ocala

Project #2024060049 #31689 Parcel #9016-0244-27

Jacinto Garcia

This item was tabled on 7/1/24, applicant was not in attendance.

LDC 2.21.1.A(1) Major Site Plan

CODE states a Major Site Plan shall be submitted for review and approval prior to the issuance of a Building Permit or prior to the construction of site improvements when proposed improvements exceed any of the following thresholds: (1)

Collectively, all existing and proposed impervious ground coverage equals or exceeds 35 percent of the gross site area or 9,000 square feet.

APPLICANT requests a waiver as they are going over their impervious due to the addition of a 10x20 car port.

Motion by Steven Cohoon to table until applicant is able to attend, seconded by Michael Savage

Motion carried 5-0

- 6.6. Portion of east 30' of Centre Street aka SE 138th Court in South Lake Weir – Road Closing / Abrogation**
16180 SE 137th Ct Weirsdale
Project #2024020055 #31164 Parcel #4984-007-000
Weirsdale Presbyterian Church

This item was tabled on 7/1/24 pending further information from Growth Services. The applicant had requested re-review and approval allowing this item to proceed to the BCC.

On 2/26/24 DRC's motion was to move forward subject to providing information showing that the western parcels have been abrogated into one parcel.

Applicant's original request from 2/26/24 was as follows:

Applicants request to close road/ally/W 1/2 of road previously closed in 1956 (DB 340, page 514); complete road closure will allow petitioner to clear portions of trail road (infrequently used) encroaching onto Petitioner's property and will help prevent illegal dumping by others for which Petitioner recently received a code enforcement violation and will allow Petitioner to better secure and protect property used to conduct Boy Scout and other related activities.

Motion by Chuck Varadin to rehear, seconded by Michael Savage

Motion carried 5-0

Motion by Steven Cohoon to table until applicant is able to attend, seconded by Michael Savage

Motion carried 5-0

- 6.7. Avonlea, LLC - Plat Vacation**
Project #2024060046 #31687 Parcel #39393-000-24
Gooding & Batsel

The applicant is requesting to vacate Conservation Easement E, the Conservation Access Easement between Conservation Easement E and Conservation Easement D and the Conservation Access Easement between Conservation Easement E and SE 101st Court Road as recorded in Avonlea Phase 1, Plat Book 10, Page 195.

Motion by Steven Cohoon to approve, seconded by Chuck Varadin

Motion carried 5-0

7. CONCEPTUAL REVIEW ITEMS: None

8. DISCUSSION ITEMS:

Chuck Varadin mentioned having someone from Legal attend the Development Review Committee meetings to be able to assist with clarification which would help prevent some items being tabled and help the Committee be better informed.

9. OTHER ITEMS: None

Motion by Josh Kramer to adjourn, seconded by Chuck Varadin

Motion Carried 4-1, with Ken McCann voting in opposition

10. ADJOURN: 10:02 am



Michael Savage, Chairman

Attest:



Brittney Murphy
OCE Customer Service Specialist



Marion County

Board of County Commissioners

Agenda Item

File No.: 2024-15949

Agenda Date: 8/6/2024

Agenda No.: 14.5.5.

SUBJECT:

License Review Board - June 11, 2024

INITIATOR:

Deputy Clerk

DEPARTMENT:

Clerk of Court

DESCRIPTION/BACKGROUND:

License Review Board - June 11, 2024.

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 11, 2024

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 Vice 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, James Duryea, Roger Sandor, Fawn Singletary, Zachary Curry, John "Mike" Gartner Jr.
Alternates – Chuck Stokes and Alan O'Cull

Board members absent were: Jeremiah Bennett

Also attending: Antoinette Hernandez, Board Secretary; Ryan Arbuckle, Supervisor of Investigations for Marion County Building Department; Michael Biganzoli, Inspections Manager for Marion County Building Department; Chuck Brown, Marion County Asst. Director; Valdoson Shealey, Assistant County Attorney for Marion County.

4. ADOPTION OF MINUTES FROM PREVIOUS MEETING:

James Duryea moved to adopt May 14th, 2024 Minutes. Roger Sandor seconds. All in favor. Motion passed unanimously.

5. LICENSE REVIEW OF CONTRACTORS:

Incoming Contractors through Letter of Reciprocity: James Duryea moved and Roger Sandor seconds to approve the list as presented. Motion passed unanimously.

Applicants to take G.I.T.S Exam: James Duryea moved and Roger Sandor seconds to approve the list as presented. Motion passed unanimously.

6. LIENS FOR UNLICENSED & LICENSED CONTRACTORS: None.

7. **OLD BUSINESS:**

LRB 2024-13 Vina Szymczak v. Shawn Kevin Hughes / Trident Pool Solutions, LLC.

Ryan Arbuckle – present -sworn – presents case to Board.

Complainant - Vina Szymczak – present - sworn - provides testimony.

Complainant - Matthew Szymczak - present - sworn - provides testimony.

Contractor Shawn Kevin Hughes – present - sworn - provides testimony.

James Duryea moves that the Board withholds final decision for 30 days.

Roger Sandor seconds the motion.

The motion passed 7-1

The case is postponed for 30 days to the July 9, 2024 License Review Board Hearing.

8. **NEW BUSINESS:**

LRB 2024-14 Marion County Bldg. Dept. v. Jesse Charles Rock / Parlament Roofing & Construction.

Ryan Arbuckle present – withdraws complaint.

9. **OTHER BUSINESS:**

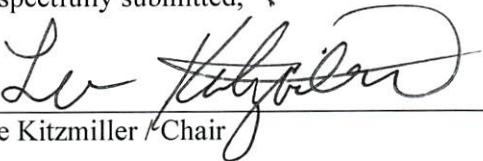
The meeting adjourned at approx. 7:30 PM.

The next scheduled meeting will be Tuesday, July 9th, 2024 at 5:30 p.m.

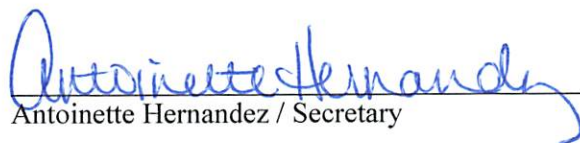
10. **NOTATION FOR RECORD:** None.

11. **PUBLIC COMMENT:** None.

Respectfully submitted, ✓



Lee Kitzmiller / Chair



Antoinette Hernandez / Secretary

cc: Marion County Board of County Commissioners - Assistant County Attorney
Marion County Board of County Commissioners Record Clerk



Marion County

Board of County Commissioners

Agenda Item

File No.: 2024-15950

Agenda Date: 8/6/2024

Agenda No.: 14.5.6.

SUBJECT:

Public Safety Coordinating Council - April 15, 2024

INITIATOR:

Deputy Clerk

DEPARTMENT:

Clerk of Court

DESCRIPTION/BACKGROUND:

Public Safety Coordinating Council - April 15, 2024.

BUDGET/IMPACT:

None

RECOMMENDED ACTION:

None, information only.

April 15, 2024 Meeting Minutes

Public Safety Coordinating Council (PSCC) – Regular Meeting
Monday, April 15, 2024 – 3:00 p.m.
Growth Services Training Room, 2710 E. Silver Springs Blvd., Ocala, FL 34470

Call to order

The meeting was called to order by Chair, Commissioner Kathy Bryant, at 3:01 p.m. on Monday, April 15, 2024 at the Marion County Growth Services Building, 2710 E. Silver Springs Blvd, Ocala, FL 34471.

Pledge of Allegiance: Led by Commissioner Kathy Bryant.

Roll Call:

Members in Attendance: *(A quorum was present)*

Chair Kathy Bryant; Vice Chair Judge Landt; Cindy Harper; Michael Graves; Judge Robert W. Hodges; Major Clint Bowen; Joshua Fairbrother; Susan Cizmada.

Members Absent:

Rhonda Harvey; Rusty Skinner

Staff Present:

Dana Olesky; Gennifer Medina; MCSO: Judge Cochran; Ron Burnett; Brian Peterson.

Notice of Publication

Notice of meeting published online on June 20, 2024 in accordance with Florida Sunshine laws.

Minutes Adoption

A motion to approve the 01/23/24 PSCC Meeting Minutes was made by Vice Chair Judge Landt, seconded by Maj. Clint Bowen.

With no further discussion and no objections, the motion passed unanimously.

Member Discussion Items

- SMA Criminal Justice/Substance Abuse Planning Grant Application:

Robin Lanier from SMA Healthcare told the council that the grant application was submitted and awaiting determination on whether or not they will receive the grant.

- PSCC Re-entry Subcommittee:

Maj. Bowen said that the subcommittee determined it will be a benefit to show the PSCC the current jail re-entry programs. Mr. Judge Cochran from MCSO did a presentation on the current re-entry programs available to Marion County inmate population, at 1822 inmates to date. A copy of the presentation will be included with the minutes.

An open discussion ensued on various topics discussed during Mr. Cochran's presentation on subjects like the use of specific medications to treat substance abuse disorders; additional vocational training certifications; average of veteran's incarcerated; selection guidelines for referral to problem-solving courts; inmate work-related items like the percentage of inmates working outside the jail and their classification depending upon charges. The type legal assistance provided was also discussed and deemed to be strictly as access to resources (i.e. forms) and inmates self-research and not legal advice.

Drug Court referral delays were addressed by Alina Stoothoff, Senior Court Operations Consultant for Treatment Courts. Further conversations to occur to determine the cause of delays in processing of referrals.

Additional information will be requested for future meetings to discuss the type of jobs inmates can hold depending on their charges, as well as the potential for the issuance of vocational construction work certificates and personal development opportunities, including more information on anger management programs.

- Jail Population:

Illegal detainees' numbers and daily cost discussed along with potential to request Federal reimbursement for costs of housing them. Current jail population is at 1822 nearing full capacity of 1924.

Average daily population and Total number of inmates booked monthly graphs provided by MCSO were addressed, these numbers will be updated at each quarterly meeting.

Public Comments – General Public Comment

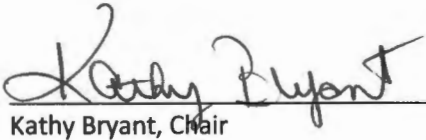
None

Action Items for next meeting:

- SMA planning grant application status
- Jail population over the next three (3) months, in relation to new bond schedule, including number of inmates held without bond.
- Number of veterans incarcerated
- ICE detainee population
- Inmate jobs according to charges
- Anger Management Program
- Vocational Construction Training Certificate
- PTI

Adjournment:

There being no further business to conduct, the meeting was adjourned at 4:09 pm.


Kathy Bryant, Chair

07/15/2024
Date



Marion County

Board of County Commissioners

Agenda Item

File No.: 2024-15951

Agenda Date: 8/6/2024

Agenda No.: 14.5.7.

SUBJECT:

Tourist Development Council - May 30, 2024

INITIATOR:

Deputy Clerk

DEPARTMENT:

Clerk of Court

DESCRIPTION/BACKGROUND:

Tourist Development Council - May 30, 2024.

BUDGET/IMPACT:

None

RECOMMENDED ACTION:

None, information only.

Tourist Development Council Regular Meeting

Ocala/Marion County Visitor & Convention Bureau

109 W Silver Springs Blvd.

Ocala, FL 34475

Thursday, May 30, 2024

9:00 a.m.

The regularly scheduled meeting for the Tourist Development Council was held both in person and via WebEx.

Mr. Jeff Bailey read into the record, members of the public are advised that this meeting/hearing is a public proceeding, and the clerk to the board is making an audio recording of the proceedings, and all statements made during the proceedings, which recording will be a public record, subject to disclosure under the public records law of Florida. Be aware, however, that the audio recording may not satisfy the requirement for a verbatim transcript of the proceedings, described in the notice of this meeting, in the event you desire to appeal any decision adopted in this proceeding.

Roll Call

Present:

Rus Adams, Victoria Billig, Christopher Fernandez, Danny Gaekwad, Commissioner Ron Livsey, Councilmember Barry Mansfield, Jason Reynolds, Commissioner Carl Zalak and Jeff Bailey.

Staff:

Loretta Shaffer, Sky Wheeler, Danielle Neron, Candace Shelton, DeeDee Busbee, Bryan Day, Jessica Heller, Corry Locke

Guests:

Rodney Gutierrez, World Equestrian Center; Carl Brigandi, Effectv; Kevin Milak, Florida Aquatics Swimming and Training (FAST), Glenn Kopriva, Treasurer – National Model Railroad Association; Jeff Guzowski, Director at Large – National Model Railroad Association; Evelyn Morales, Hampton Inn; Breanna Dacks, Visit Florida; Milton Busby, candidate for Marion County Sheriff; Dave Miller, MAVEN; Jim Couillard, Ocala/Marion County Parks and Recreation Director; Dana Olesky, Chief Assistant County Attorney; Angel Roussel, Assistant County Administrator

Notice of Publication

Notice was published on the County Website on January 2, 2024 and subsequently updated to include WebEx information on May 30, 2024.

Christopher Fernandez in at 9:02 am

Approval of Minutes

A motion was made by Councilmember Barry Mansfield, seconded by Commissioner Carl Zalak, to adopt the minutes from the April 25, 2024 Tourist Development Council Meeting as presented. The motion was unanimously approved by the council (6-0).

Acknowledgement of Financials – April 2024

A motion was made by Councilmember Barry Mansfield, seconded by Commissioner Carl Zalak, to review and approve April 2024 Financials. The motion was unanimously approved by the council (7-0).

Report from Chair

Funding Requests

National Model Railroad Association Sunshine Region

Mr. Bryan Day, Group Sales Coordinator, presented a funding request from the National Model Railroad Association in the amount of \$1,400.00. The anticipated sales from this event was noted as \$93,226.00 with a total ROI of 89%. The event planner anticipated 80 attendees and 100 room nights. The organization indicated the use of funds would include marketing materials, convention promotional materials and advertising. Mr. Day introduced Mr. Glenn Kopriva, National Model Railroad Association Treasurer and Mr. Jeff Guzowski, National Model Railroad Association - Director-At-Large, who attended the meeting. Mr. Kopriva and Mr. Guzowski advised the name of their convention was changed to "Iron Horse" in an effort to honor Ocala/Marion County, The Horse Capital of the World.

A motion was made by Mr. Jason Reynolds, seconded by Commissioner Carl Zalak, to approve the recommendation for the requested funding amount of \$1,400.00 for the National Model Railroad Association Sunshine Region Convention to the Board of County Commissioners. The motion was unanimously approved by the council (7-0).

Staff Updates

Rotary Sportsplex Synthetic Turf Conversion Funding – Jim Couillard

Ms. Loretta Shaffer, Tourism Development Director, introduced Mr. Jim Couillard, Ocala/Marion County Parks and Recreation Director who discussed the vision behind a joint venture between Tourism Development and the Parks and Recreation Department to enhance the Rotary Sportsplex. Mr. Couillard presented a funding request to support the conversion of two existing soccer fields at Rotary Sportsplex from grass to synthetic

turf. A diagram was presented which showed two unlit fields currently located in the back of the Rotary Sportsplex. Mr. Couillard stated these two fields were consistently used and the Parks and Recreation Department had difficulty maintaining the grass surfaces. In an effort to draw more activities, more attendance and to maintain consistent maintenance, the Parks and Recreation Department would like to convert these fields from grass to synthetic turf. He further advised this conversion would allow for less maintenance and increased availability. Along with synthetic turf, the department would like to add bleachers, shade cloths, paved parking, handicap accessibility, an improved drive-way and lighting. The turf conversion and upgrades would allow Ocala/Marion County to host multiple types of sporting events. A robotic turf painter would also be utilized to reconfigure the field as needed.

Mr. Milton Busby, a member of the audience, requested to know if the advantages and disadvantages associated with natural grass versus synthetic turf were weighed. He provided 2801 NW 17th Street address for the record.

Mr. Couillard replied in the affirmative. He advised research was conducted and publications from the NFL were reviewed which indicated synthetic turf was a safer product, when the size of the player and the speed of the game, were taken into consideration.

Mr. Busby then asked how heat would affect the synthetic turf and the players.

Mr. Couillard stated that was an ongoing question posed throughout the process and was taken into consideration during the planning phase of the conversion. A product called BrockFILL, a highly engineered wood particle infill specifically designed to improve traction and reduce artificial turf heat, would be used on the field. This product would hold moisture which would release over a period of time causing the turf to maintain a temperature 30-40 degrees cooler than average.

Commissioner Carl Zalak stated that synthetic turf holds more heat than natural grass and emphasized the primary reason for this conversion was playability. He advised Ocala/Marion County has approximately 4,000 kids playing youth sports on these fields which caused them to need serious repair and maintenance. Commissioner Zalak advised if the funding request was approved, the department would still need an additional \$1 million before they were able to proceed. He then stated the Parks and Recreation Department may need to come back before the Council at a later date with additional funding requests.

Mr. Bailey requested to know if any other Astro Turf fields exist in Ocala.

Mr. Couillard stated no public synthetic fields currently exist in Ocala.

Mr. Bailey stated the demand to use the field would be extremely high since it would be the only public access synthetic field in the county. He then requested to know if anything was done to ensure that future tournaments had the opportunity to use the field so the Visitors and Convention Bureau could secure tourism dollars.

Mr. Rus Adams in a 9:18 am

Mr. Couillard advised the maintenance of the fields would drive availability. Secondly, the Parks and Recreation Department must honor agreements with local sports leagues and lastly, rental agreements could be reviewed. Mr. Couillard advised the Parks and Recreation Department works with the Tourism Department on a regular basis to block out dates for tournaments.

Mr. Couillard advised the synthetic field had a 10-15-year lifecycle which alleviated the need to irrigate, fertilize and mow every week.

Mr. Christopher Fernandez requested to know the current yearly maintenance cost for the fields.

Mr. Couillard advised the maintenance agreement with Astro Turf would be approximately \$1,500.00 per year and the overall maintenance cost for the synthetic field was approximately \$5,000-10,000 per year, much lower than the cost to maintain natural grass.

Mr. Fernandez again requested to know the current cost to maintain the natural grass fields.

Mr. Couillard stated he could obtain the cost to maintain each field and provide it to the Council at a later date.

Mr. Bailey requested to know if an estimated maintenance cost existed.

Mr. Couillard advised the cost would be much less. He further advised the cost to maintain the synthetic turf would be close to 10% of the cost to maintain natural grass due to the lack of watering, mowing, fertilization, gas and staff time.

Commissioner Zalak and Mr. Couillard indicated the use of gum, sticky drinks (i.e. Gatorade or soda) and sunflower seeds would be prohibited near the turf.

A motion was made by Councilmember Barry Mansfield, seconded by Rus Adams, to approve the recommendation for the requested funding amount of \$500,000.00 for the Rotary Sportsplex Synthetic Turf Conversion to the Board of County Commissioners. The motion was unanimously approved by the council (8-0).

Quarterly Public Relations and Analytics Report – January – March Data

Danny Gaekwad in at 9:26 am

Ms. Shaffer then introduced Jessica Heller, Marketing and Communications Supervisor, who reviewed the Public Relations and Analytics Report for the period of January through March of 2024. She began the discussion with geographical public relations information which highlighted topics such as events, travel, chatter, outdoor adventure, arts and culture and the Equestrian news. Ms. Heller noted that outdoor adventure was the primary topic discussed in Florida but was also a topic of discussion in New York,

California, Louisiana, Texas and Ohio. Internationally, outdoor adventure was a topic of discussion in Canada, the United Kingdom, Italy, India and New Zealand. The VCB hosted a FAM Tour for journalists visiting in the Ocala/Marion County market, in partnership with the World Equestrian Center and TK Public Relations, in February of 2024. The group visited the state as part of Traveler's Writer's University and the trip was split between workshops and the FAM Tour. Ocala/Marion County hosted nine journalists from across the United States and was able to showcase the county's outdoor adventure, culinary arts and sports venues. These journalists would provide a multitude of stories for the county as some of them were on assignment and some worked as freelance journalists. The World Equestrian Center hosted the workshops and provided lodging while the Ocala/Marion County Visitors and Convention Bureau provided transportation. The journalists were able to visit attractions such as Rainbow Springs, the Grandview Clydesdale Tour and Swampy's along with experiencing a food tour in Downtown Ocala. Ms. Heller then discussed the Visit Florida Huddle and Encounter 2025 convention. In February 2024, a press release was distributed and Ms. Shaffer announced that Ocala/Marion County would host the 2025 convention. Ms. Heller also highlighted the total earned media for the quarter which was noted as \$757,615.83 with a total reach of \$81,455,667. She then discussed Social Media highlights which compared January through March 2024 to October through December 2023. Ms. Heller advised when all social media platforms were taken into consideration, Ocala/Marion County generated over 9,000,000 impressions, over 185,000 engagements and over 75,000 post link clicks.

Mr. Danny Gaekwad requested to know the meaning of engagement.

Ms. Heller explained that engagement defined was when someone interacted with a social media post such as liking a comment, posting on social media, watching a video, etc.

Mr. Gaekwad requested to know if the data provided indicated the length of time someone interacted with the website.

Ms. Heller advised she could review her documentation to obtain information on the engagement time for clicks and/or work with the website agency to obtain the information. She advised engagement times for links to social media pages were available under website information for review.

Mr. Gaekwad advised review of the engagement time for the website pages would allow the staff to see where visitor interest lies therefore more emphasis could be placed on those pages.

Ms. Heller advised she would make sure to highlight that information going forward. She then advised the most popular Instagram post was a video of manatees at Silver Springs State Park which generated 666 total engagements and 549 likes. The top Facebook post was of the Gateway Pillars which generated 11,913 engagements and 2,266 reactions. The top Twitter post was of the local springs, followed by manatees and lastly, Marion County horses.

Mr. Gaekwad stated the local horses generated less engagements than other categories on social media during that time.

Ms. Heller affirmed and stated manatees were very popular on social media right now. She then discussed the Ocala/Marion County Mobile App stating international downloads have increased with 617 total downloads generated during this quarter. She also emphasized the App has received 3,317 total downloads since inception. Ms. Heller stated the OcalaMarion.com website generated 311,000 unique users (313,000 new users/first visit) to the site who viewed 680,000 different pages, with the largest percentage of the audience being organic searches.

Ms. Wheeler advised page 128 of the TDC packet addressed the question posed by Mr. Gaekwad regarding the average engagement time for website pages.

Ms. Heller then discussed the average engagement for website pages and stated the most visited pages were the Home page, Events, Manatee blog and Things to Do Outdoors. The average engagement time for the OcalaMarion.com Home page was noted as .08 seconds; the Events Calendar page was 1.17 seconds; the Outdoor Activities page was .38 seconds and Restaurants/Dining was .56 seconds. She then advised OcalaMarion.com visitors generated 33,556 clicks to partner websites, signed up for 1,826 newsletters and requested 588 Vacation Guides.

Mr. Gaekwad requested to know how the Vacations Guides were distributed.

Ms. Heller advised Ms. DeeDee Busbee, Tourism Development Specialist, mailed the guides via USPS daily but a downloaded version existed on the website.

Mr. Bailey advised that he noticed the page views increased approximately 30% from January to March and wanted to know if it would decrease as the summer months approached.

Ms. Heller stated she would review the trends and advise if a decrease would be typical for that quarter of the year. Ms. Heller also stated the decreases were less drastic than in the past due to scheduling of more events, an updated event calendar and better SEO. Lastly, she discussed the partnership with Tempest to distribute a monthly newsletter inclusive of event highlights and things to do based on the season. Ms. Heller then showed the Council photos of two static billboards, one erected in the Orlando market and the other off of Interstate 75 near the State Road 200 exit.

National Travel and Tourism Week

Ms. Shaffer then highlighted National Travel and Tourism Week which ran from May 19-25, 2024 and advised Chairman Bailey joined the staff, along with the Board of County Commissioners, to discuss how tourism uplifts the economy, increases employment opportunities and generates revenue. She also highlighted the photo gallery housed at Silver Springs State Park and the public relations news segment filmed by Channel 6 News.

National Bike Month – Mickey Thomason

Ms. Shaffer then highlighted National Bicycle Month. She advised Mickey Thomason, Marjorie Harris Carr Cross Florida Greenway – Manager, would retire at the end of the month. Mr. Thomason was recognized at the Board of County Commissioners meeting and praised for his stewardship and dedication to the Cross Florida Greenway.

Tourism and Hospitality Industry Roundtable – June 5, 2024

Ms. Shaffer advised the Tourism and Hospitality Industry Roundtable was approaching and Mr. Corry Locke would present, along with the staff, to highlight the Marketing Assistance Funding Program, as well as, the Room Night Generating Funding Program to the community.

Accommodator Focus Group – June 26, 2024

Ms. Shaffer then discussed the implementation of the Accommodator Focus Group which would address elements of the Long-Range Tourism Plan and advancing the STR report. This group would work with accommodators to review and evaluate co-ops, trade-shows and room-night tracking.

Sales Update

Mr. Locke presented an award received by the Ocala/Marion County Visitors and Convention Bureau from CSEA (College Swimming and Diving Coaches Association) National Championships for the Best Awarded Event, Mid-Market. He then discussed new business which included the National Model Railroaders Association Florida Convention and the Florida Swimming Pool Association Board of Directors Meeting. Mr. Locke advised of new leads which included the Atlantic Sun Conference Swimming and Diving Championships and the Florida Association of Community Health Centers Annual Conference. Lastly, he discussed ongoing leads such as the USA Roller Sports National Championships, the Florida Environmental Health Association Annual Education Meeting, the Big East Swimming and Diving Conference Championships and the WoodmenLife Florida Jurisdictional Convention. Mr. Locke then advised of future conferences and tradeshow scheduled which included the Florida Attractions Association Annual Conference (June 9-12, 2024), the FSAE Annual Conference (July 17-18, 2024) and Destination Southeast (August 18-20, 2024).

Mr. Gaekwad requested more information regarding the USA Roller Sports National Championship which showed an estimated 12,500 room nights.

Mr. Locke advised this would be a month-long event which would host multiple roller sports competitions such as Roller Figure Skating, Speed Skating, Roller Hockey, etc. Mr. Locke then reminded the council that a \$200,000.00 Bid-Fee was presented therefore, if Marion County was awarded the opportunity to host the event, the funding request would come back to the council for recommendation. He stated the staff was working to secure dates for site visits so the event planners could experience Ocala/Marion County.

Mr. Bailey reiterated that Ocala/Marion County was not chosen to host the event in 2024.

Mr. Locke affirmed and advised the organization chose to go to Nebraska, their home base, in 2024.

Commissioner Zalak requested to know the ROI on a \$200,000.00 Bid-Fee.

Mr. Locke advised the ROI was considered. He also indicated that the Visitors and Convention Bureau budgets \$500,000.00 annually for Bid-Fee opportunities and this event would be within those parameters.

Mr. Adams requested to know the reimbursement amount for the Room Night Funding Program.

Ms. Shaffer responded and advised \$14.00 per room night.

Mr. Bailey calculated the potential reimbursement if the organization chose to pursue the Room Night Reimbursement Program vs Bid-Fee and indicated 12,500 room nights, secured and verified, would generate a reimbursement of \$175,000.00.

Mr. Adams advised the reimbursement amount would be comparable regardless of the funding option. He further advised the fact that the organization would host their event during the shoulder season (before or after the peak season) made up for the difference in funding.

TDT Collections/STR and Key Data Update

Ms. Wheeler advised the Marketing and Communications team submitted a press release highlighting the Gateway Project to Marion County Public Relations Department for review. The Visitors and Convention Bureau coordinated with the City of Ocala, Florida Department of Transportation, Commercial Industrial Corporation (Contractor) and Kimley Horn (Project Manager) to draft the press release and it would be distributed soon. Ms. Wheeler then stated that Florida Department of Transportation advised the timeline for the North Gateway was accelerated, once again. Therefore, the money which was originally proposed to fund the Capital Improvement Project in 2025 (FY 2025 Budget) would be moved by Budget Amendment and presented before the Board of County Commissioners in June 2024 to fund the project this Fiscal Year. Ms. Wheeler explained the Budget Amendment was required because Florida Department of Transportation wanted to solicit contractors and required the necessary funds be committed to the project. She then presented the Tourism Development collection totals for the reporting period of April which covered March revenues and stated the collections totaled \$697,599.40, an increase of \$20,156.22 or 2.98% year over year, with 2.8% from late taxes and penalties. Ms. Wheeler emphasized this was the highest collection total, to date, for the Ocala/Marion County Visitors and Convention Bureau. She then went on to discuss STR Data for Marion County and Visit Florida. She advised the April STR Data for Marion County noted occupancy at 60.5% which was a decrease of 1.6% year over year, ADR was \$122.12 an increase of .1% from last year and RevPar

was \$73.90 a decrease of 1.4% from last year. For the running twelve (12) months, occupancy decreased 8.8%, ADR increased 2.9% and RevPar decreased 6.2%. Ms. Wheeler noted the past two (2) months of data showed an increase of 10.1% in supply, a significant increase in a market the size of Marion County. Next, she discussed the Visit Florida April STR Data results which showed occupancy, state-wide, at 71.6% which was a decrease of 2.9%, ADR was \$204.66 a decrease of 3.8% and RevPar was \$146.49 a decrease of 6.6%. Ms. Wheeler stated the April Key Data report (short-term rental tracking) showed occupancy at 45.2% which was a decrease of 3% from last year, ADR was \$160.00 with no change from last year and RevPar was \$56.00 a decrease of \$3.00 from last year. She further stated the total room nights available for Marion County showed a drastic shift, totaling 5,785, an increase of 29% from last year's total of 4,489.

Mr. Gaekwad requested confirmation on the total room nights available for Marion County.

Ms. Wheeler reiterated the room night total of 5,785. She then stated the nights available for area hotels was noted to be approximately 5,000. Ms. Wheeler advised the short-term rental data for the running twelve (12) months showed occupancy decreased 8%, ADR decreased 8% and RevPar decreased 19% but nights available increased 25%. She then advised that nights available have continued to increase, significantly, every month for the past twelve (12) months. She stated the Tax Collector's Office was doing a great job monitoring the collection of taxes and providing short-term rental locations with tax collection packets.

Mr. Bailey requested to know if the increase in short-term rental availability was indicative of the increase in housing, such as apartments, which were available. He stated that people were moving out of their homes and relocating to apartments which then released the residence for use in the short-term rental market.

Ms. Wheeler stated there were a number of reasons why the short-term rental market has increased drastically since it is a lucrative business to invest in. The data relative to relocation of homeowners to apartments and short-term startups does not exist. Ms. Wheeler advised she would check with Key Data to see if they were able to indicate where the short-term rentals were located within the county. She then advised Key Data was not an enforcement tool, only a data collection tool.

Mr. Adams requested to know if there has been any impact from the growth of apartments in Marion County. He advised apartment units advertise rental terms of 7-12 months but would entertain shorter rental agreements. Therefore, the units appear to be Single-Family Homes when in actuality, they are short-term rentals.

Ms. Wheeler advised management companies were normally compliant. She further stated the problem existed with personally owned units where owners were unclear about the law or were under the impression their rental platform provided the service.

Ms. Shaffer advised there was a Bill passed by the House and Senate which would potentially go into law that may answer some of these questions in the future. The Bill

addressed short-term rentals and assistance from the Department of Professional Regulations regarding compliance.

Mr. Gaekwad then stated the council needed to review why the short-term rental market increased 25% because that was significant.

Ms. Wheeler advised the Tax Collector's Office was legally able to access very specific information due to the Revenue Information Sharing Exchange Act. However, that office attended a Tourism Development Tax Conference, annually, and the Visitors and Convention Bureau would speak to Tammy McCann, Marion County Deputy Tax Collector – Tourist and Tax Department, to see if any new data or trends were discussed regarding the short-term rental market.

Mr. Bailey requested to know if the Visitors and Convention Bureau was allowed to share the information collected by Key Data over the years.

Ms. Wheeler stated she would speak to Key Data to determine whether that was allowed because they have specific requirements as it related to information sharing and re-publication.

Mr. Zalak requested information which showed the location of the short-term rentals which generate the most revenue or where the majority of short-term rentals were located.

Ms. Wheeler advised she would speak to Key Data to see if that information was available.

Mr. Zalak stated during the Equestrian Season the short-term rental market increased significantly and created a Code Enforcement issue, along with, a tax collection issue.

Ms. Wheeler then advised that Key Data reviews the internet for short-term rentals which were advertised. The short-term rentals which were secured via "word of mouth" were not captured via Key Data.

Mr. Gaekwad stated if the number of available room nights for short-term rentals (5,785) was compared to the number of available room nights for hotels (5,000), the tax collection total for short-term rentals should have been greater. He further stated due to the increased ADR for short-term rentals (\$160.00) compared to the ADR for hotels (\$122.00), the taxes collected should be more than the county received.

Mr. Zalak and Mr. Bailey requested to know the percentage of occupancy in short-term rentals vs hotels during this time period.

Ms. Wheeler advised short-term rental occupancy was 45% and hotel occupancy was 60% for the same time period. She further stated the percentage of occupancy, for the running twelve (12) months, was 25%.

Commissioner Zalak then stated the tax collection total for short-term rentals should be double that of the collection for hotels.

Mr. Gaekwad affirmed and requested that Mr. Angel Roussel, Assistant County Administrator, along with the Marion County Commissioners create a Task Force to enforce collection of short-term rental revenue.

Commissioner Zalak requested to confirm the time period in which the tax collection data represented, monthly or quarterly.

Ms. Wheeler advised the collection total presented was for one month.

Mr. Gaekwad then reiterated due to enforcement issues, \$300,000 per month was not collected

Ms. Shaffer advised there was a program with the Tax Collector's Office, before COVID, where they would notify short-term rental owners who were non-compliant.

Commissioner Zalak requested to know what method the county could use to enforce tax collection from residents who have rented their homes for years without payment of tax or consequence.

Mr. Gaekwad stated the county needed to educate the residents as to the tax collection requirements.

Ms. Wheeler advised the Tax Collector's Office does a great job providing the information to the residents and securing the completed documents. She then explained that the primary issue was the Tax Collector's ability to locate individuals who should pay the tax and their office has researched tools to assist in this effort.

Mr. Adams requested to know if OcalaMarion.com housed information which was readily accessible to short-term rental owners regarding the tax law.

Ms. Wheeler advised contact information for the Tax Collector's Office was located under the Partner section of OcalaMarion.com.

Mr. Angel Roussel, Assistant County Administrator, advised the county would speak with the Tax Collector's Office to determine what was implemented and if the new legislation would assist in the collection of taxes.

Commissioner Zalak stated the county would conduct some research to see if a local ordinance could be established which provided short-term rental owners ninety (90) days to register their business with the Tax Collector or receive a fine. He advised the county worked with the State Attorney's Office to enforce the Litter Law so the same may be necessary for short-term rentals. Commissioner Zalak then requested that Dana Olesky, Chief Assistant County Attorney, review the county's options as it relates to enforcement.

Ms. Olesky stated she conducted research to determine whether the county had authority to establish an ordinance for short-term rental enforcement.

Commissioner Zalak advised it would be favorable for the Tourism Development Council

to review enforcement options. He further advised correspondence would be forwarded to Mr. George Albright, Marion County Tax Collector, regarding the revenue lost due to lack of enforcement and a meeting would be scheduled for Ms. Shaffer, Mr. Roussel, Mr. Albright and himself to discuss this matter further.

Mr. Roussel stated most of the short-term rental providers do not share the location of the residence until it was booked which made it difficult to pinpoint the location.

Ms. Wheeler agreed and advised that was the reason compliance companies existed. These companies match rental locations with property owners and move to enforce non-compliance.

Mr. Gaekwad then suggested the city and county require mandatory registration of a residence intended for short-term rental use, for tax purposes. He stated this could be accomplished through implementing the requirement of an Occupational License before the short-term rental was legally able to operate. He then stated no other business was able to operate without first obtaining an Occupational License.

Mr. Roussel advised the information provided would be reviewed as he was unsure if the law preempted the county from acting on some of the aforementioned requests.

Ms. Shaffer advised the TDC Events Calendar was in the packet.

Notation for Record

Quarterly Economic Impact/Visitor Tracking Report – January – March Data

Ms. Shaffer advised the Quarterly Economic Impact/Visitor Tracking Report for January through March was in the packet. She stated a ribbon cutting was held at the South Eastern Livestock Pavilion to commemorate the opening of sixty-six (66) campground sites.

Mr. Bailey advised the Sales Report was in the packet.

Mr. Bailey advised the TDC Attendance record was in the packet.

Old Business

Mr. Bailey called for any old business and none was brought forth.

New Business

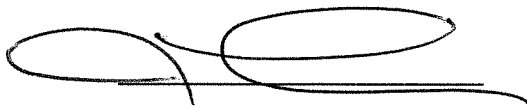
Mr. Bailey called for any new business and none was brought forth.

Public Comment

Upcoming Meeting

Mr. Bailey stated, that the next TDC meeting will be on Thursday, June 27, 2024.

The meeting adjourned at 10:35 a.m.

A handwritten signature in black ink, consisting of a large, stylized 'J' followed by a series of loops and a long horizontal stroke.

Jeff Bailey, Chairman



Marion County

Board of County Commissioners

Agenda Item

File No.: 2024-15983

Agenda Date: 8/6/2024

Agenda No.: 14.5.8.

SUBJECT:

Housing Finance Authority - May 15 and June 19, 2024

INITIATOR:

Deputy Clerk

DEPARTMENT:

Clerk of Court

DESCRIPTION/BACKGROUND:

Housing Finance Authority - May 15 and June 19, 2024

BUDGET/IMPACT:

None

RECOMMENDED ACTION:

None, information only.

BOARD MEETING MINUTES
THE HOUSING FINANCE AUTHORITY OF MARION COUNTY
REGULAR MEETING OF MAY 15th, 2024

- I. Call to Order of the Regular Meeting
The regular meeting of the Housing Finance Authority of Marion County, Florida was called to order at 12:01 PM on May 15th, 2024, in Conference Room "A" of the McPherson Complex.
- II. Board Members and Guests Present PH Culver Chair, Jon Kurtz Secretary, and Rebecca Gavidia Treasure, new member Karen Hatch, and Sherri Meadows. Also, present was Donnie Mitchell Grant Manager and Keith Fair Executive Director of HFA. Special guest Helen Urie Community Services, Tim Westgate Purvis & Gray, Landis Martinez, James Haynes City of Ocala, and Tim Dean of the Dean Law Firm, LLC as legal counsel for the Housing Finance Authority. A quorum was recognized to start the meeting.
- III. Proof of Publications
The meeting was called to order by P.H. Culver and the proof of notice of publication dated 12-18-2023 and published 12-18-2023.
- IV. Review of Minutes for April 17th, 2024, meeting with Jon Kurtz made a motion to approve the April minutes and the motion was seconded by Karen Hatch and passed unanimously.
- V. HFA Annual Audit Review
Tim Westgate from Purvis and Gray reviewed the bound audit with the Board. The Audit was clean with no found accounting and/or procedure issues. Purvis and Gray did ask for a more expedient effort in the coming years on providing the requested information.
- VI. HFA Financial Update
H2 Advisors prepares the monthly financials showing the latest P&L, Checking Account Report plus the Cash Flow Statement and Balance Sheet through April 31st, 2024. The report was not ready for review by the Board, so there was no vote to approve the April Financials.

VII. Activity Report

The Board reviewed the staff activities and meetings that were conducted from the middle of April – the middle of May 2024. The Board was good with the Activity Report.

VIII. Ocala Apartments

HFA Staff the idea for an affordable senior development on the 13.13 acres. The Phase II Environmental Report results will be available soon and then we will move the property from Habitat CLT into the Central Florida Community Land Trust. There was a lot discussion about establishing a written policy and procedure for procuring developer applications. HFA staff stated they would review the City's and County's Procurement policy and presented a proposed Procurement Plan at the June meeting.

IX. Crystal Park Apartments – There were no new updates on Crystal Park. There is a purchase agreement to sell Crystal Park with a planned closing date of June 14th. The \$1,000,000 SHIP Grant and the use of Bond Financing has been presented to the potential buyer but there has been no commitment to the offer.

X. Bond Fees

Donnie Mitchell presented the final fee plan the HFA will charge a development for the HFA's assistance with securing Bond Financing, securing Grants funds, and/or assisting with HUD Financing.

XI. Open Discussion


Spring Lake Development is moving forward with the investor group

XII. Next Meeting: Wednesday June 19th, 2024

XIII. Adjourn

Sherri Meadows made a motion to adjourn the meeting and the motion was seconded by Jon Kurtz and passed unanimously. There being no further business to come before the meeting, it was then adjourned.

Housing Finance Authority of Marion County

By: 
Jon Kurtz Secretary

Date 6/18/24

BOARD MEETING MINUTES
THE HOUSING FINANCE AUTHORITY OF MARION COUNTY
REGULAR MEETING OF JUNE 19th, 2024

- I. Call to Order of the Regular Meeting
The regular meeting of the Housing Finance Authority of Marion County, Florida was called to order at 12:01 PM on June 19th, 2024, in Conference Room “A” of the McPherson Complex.
- II. Board Members and Guests Present PH Culver Chair, Jon Kurtz Secretary, and Rebecca Gavidia Treasure, Karen Hatch, and Sherri Meadows was not in attendance. Also, present was Donnie Mitchell Grant Manager and Keith Fair Executive Director of HFA. Special guest Abigail Gonzales Community Services, Sadie Daniel, and Tim Dean of the Dean Law Firm, LLC as legal counsel for the Housing Finance Authority. A quorum was recognized to start the meeting.
- III. Proof of Publications
The meeting was called to order by P.H. Culver and the proof of notice of publication dated 12-18-2023 and published 12-18-2023.
- IV. Review of Minutes for May 15th, 2024, meeting with Jon Kurtz
made a motion to approve the May minutes and the motion was seconded by Rebecca Gavidia and passed unanimously.
- V. HFA Financial Update
H2 Advisors prepares the monthly financials showing the latest P&L, Checking Account Report plus the Cash Flow Statement and Balance Sheet through May 31st, 2024. The Treasure also reviewed the financials March and April 2024. Karen Hatch made a motion to approve the three months of financials with the proposed adjustments to the Accounts Receivable and the motion was seconded by Jon Kurtz and passed unanimously.
- VI. Activity Report
The Board reviewed the staff activities and meetings that were conducted from the middle of May – the middle of June 2024. The Board was good with the Activity Report and had no questions.

VII. Bond Allocation

The HFA Board had a lengthy discussion on the Bond options for Crystal Park Apartments. Because of an approaching June 30th deadline and the property being under contract to a potential new owner for the development the Board decided to release the allocation back to District Five for redistribution.

Rebecca Gavidia made a motion to release the \$32,000,000 Bond Allocation back to Florida District Five and the motion was seconded by Jon Kurtz and passed unanimously.

VIII. 13.13 acres Report and Offer

The Phase II Brownfield Environmental Report was reviewed and discussed by the Board. There were only minor findings on the property that could be resolved during the development period. The Board accepted the findings and was fine with the correction plan.

- IX. Jonesboro Investment Corporation has made an offer to buy 8.14 acres to build seventy-two affordable senior apartments. Tim Morgan, the developer, met with the HFA Board several months ago to share his development plans for the property. The HFA Board was impressed by the presentation and liked the senior development. Jon Kurtz made a motion to have HFA Staff move forward in negotiating with Mr. Morgan / Jonesboro Investment Corp. to buy the 8.14 acres and the motion was seconded by Karen Hatch and passed unanimously.

X. Community Revitalization Area

HFA Staff met with key city staff about creating a new 3-mile radius area in west Ocala to become a new Community Revitalization Area. The city's response was positive and would look forward to creating such an area in the coming months. As this program unfolds, we will update the HFA Board on the designated area.

XI. Habitat Duplex

Habitat has offered a new duplex that was built this year to be purchased by the HFA. The two duplex units are currently rented by tenants waiting for their new Habitat homes to be built. Karen Hatch made a motion for the HFA staff to move forward in pursuing available grant funds to purchase the duplex and the motion was seconded by Rebecca Gavidia and passed unanimously.

XII. Open Discussion

No time for open discussion at the end of this meeting.

XIII. Next Meeting: Wednesday July 17th, 2024

XIV. Adjourn

Karen Hatch made a motion to adjourn the meeting and the motion was seconded by Rebecca Gavidia and passed unanimously. There being no further business to come before the meeting, it was then adjourned.

Housing Finance Authority of Marion County

By: 
Jon Kurtz Secretary

Date 7/19/24