Marion County
Board of County Commissioners
Meeting Agenda

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

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

Tuesday, May 18, 2021 **9:00 AM** **McPherson Governmental Campus Auditorium**

The Marion County Board of County Commissioners welcomes you to its regularly scheduled meeting held the first and third Tuesday of each month at 9 a.m. unless otherwise noted. The zoning portion of the meeting is held on the third Tuesday of each month at 2 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 COMMENT
To encourage participation, ensure equal access to all participants and foster mutual respect, please follow these guidelines.

-If you wish to address the commission regarding any of the items on the agenda you may do so when the Chairman opens the floor for Public Comment.
-Public Comments will be limited to two (2) minutes per speaker, unless you signed up beforehand, in which you will be allowed five (5) minutes.

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.

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

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 - Update on COVID-19 - Preston Bowlin, Director, Emergency Management (Presentation Only)

1.2. PROCLAMATION - Older Americans and Mental Health Awareness Month - Jennifer Martinez, Marion Senior Services Executive Director (Approval and Presentation)

1.3. PROCLAMATION - Emergency Medical Services Week - Rodney Mascho, Division Chief, Marion County Fire Rescue (Approval and Presentation)

1.4. PRESENTATION - Acceptance of Petco Love Grant to Marion County Animal Services - James Sweet, Animal Services Director (Presentation Only)

1.5. PROCLAMATION - Eagle Scout Court of Honor Nicholas R. Fischer (Approval Only)

1.6. PROCLAMATION - Eagle Scout Court of Honor Breyden L. Marquis (Ratification Only)

2. AGENDA ITEM PUBLIC COMMENT:

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 sets)

3.1. April 6, 2021 A

3.2. April 6, 2021 B

3.3. April 14, 2021

4. CONSTITUTIONAL OFFICERS AND GOVERNMENTAL OR OUTSIDE AGENCIES:

4.1. Jon Lin, Trial Court Administrator - Request Approval of Intergovernmental Agreement Funding a General Magistrate and an Administrative Assistant Position for the Fifth Judicial Circuit in Marion County, Florida

5. CLERK OF THE CIRCUIT COURT:

5.1. Budget Amendment

5.1.1. County Transportation - Transportation - $165,000

5.1.2. County Transportation Maintenance Fund - Transportation - $154,510

5.1.3. County Transportation Maintenance Fund - Transportation - $185,000

5.1.4. Fire Rescue and EMS Fund - Fire Rescue - $440,909

5.1.5. Fire Rescue and EMS Fund - Fire Rescue Services - $939,205

5.1.6. General Fund - ESG Cares Program - $39,000

5.1.7. General Fund - ESG Cares Program - $75,000

5.1.8. General Fund - ESG Cares Program - $250,000

5.1.9. Marion County Airport Fund - Marion County Airport - $297,342

5.1.10. Marion County Utility Fund - Utilities Wastewater System - $7,500

5.1.11. Marion Oaks MSTU for General Services - Marion Oaks MSTU - $4,659

5.1.12. Multiple Funds - CARES Act Payroll Reimbursement

5.1.13. Parks and Recreation Fees Fund - Parks and Recreation Fees - $236,342

5.1.14. Solid Waste Disposal Fund - Solid Waste Recycling - $50,000

5.1.15. Solid Waste Disposal Fund - Solid Waste Disposal - $60,000

5.2. Clerk of the Court Items

5.2.1. Request appointment of two (2) Commissioners to serve on the Value Adjustment Board (VAB) for 2021

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 for the Consideration of an Ordinance Related to Signature Authority

7. CONSENT:

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

7.1. Administration:

7.1.1. Request Approval of Extension of Performance Period and Amendment to Qualified Target Industry (QTI) Tax Refund Agreement with Wells Pharmaceutical Outsourcing, LLC (Budget Impact - None)

7.1.2. Request Approval to Authorize the County Administrator or Designee(s) to Submit Emergency Rental Assistance 2 (ERA 2) Program Applications (Budget Impact - Revenue to be Determined)

7.2. Attorney:

7.2.1. Request Approval of Settlement Agreement and Release Documents Covering All Plaintiffs in the Following Two (2) Lawsuits Filed in the Middle District of Florida, Ocala Division (Budget Impact - Expenditure of $1,175,000 to be paid from Account EF300522-599101, Reserve for Contingencies)

7.3. Community Services:

7.3.1. Request Approval for Submission of Substantial Amendment, Standard Forms 424 (SF-424), and Certifications Associated with the FY 19/23 Five (5) Year Consolidated Plan, and the FY 19/20 Annual Action Plan as Required by the U.S. Department of Housing and Urban Development (HUD) for Community Development Block Grant (CDBG-CV) and Emergency Solutions Grant (ESG-CV) Funds (Budget Impact - None)

7.3.2. Request Approval of First Amendment to Standard Professional Services Agreement Between Marion County and Central Florida Community Action Agency (CFCAA) with State Housing Initiatives Partnership (SHIP) Program Funds (Budget Impact - None)

7.4. Development Review Committee:

7.4.1. Request Approval of Final Plat for Weybourne Landing Phase 1C Subdivision, Application Number 25962 (Budget Impact - None)

7.5. Fire Rescue:

7.5.1. Request Approval of the Certificate of Public Convenience and Necessity (COPCN) for The Villages Public Safety Department (Budget Impact - None)

7.6. Human Resources:

7.6.1. Request Approval of a Resolution for the Reclassification of Two (2) Division Chief Positions, Pay Grade 460, to Two (2) Deputy Chief Positions, Pay Grade 470; Two (2) Battalion Chief Positions, Pay Grade 450, to Two (2) Division Chief Positions, Pay Grade 460; Two (2) Firefighter Positions, Pay Grade 398-407, to Two (2) Battalion Chief Positions, Pay Grade 450; and the Deletion of One (1) Firefighter Position in Order to Initiate Phase II of the Marion County Fire Rescue Reorganization Plan Within the Fire Rescue and EMS Budgets (Budget Impact - Fire Fund (EF300522) Savings of $32,900 and EMS Fund (AA305526) Expenditure of $9,924)

7.6.2. Request Approval of a Resolution for the Deletion of Two (2) Business Services Specialist Positions, Pay Grade 14; the Creation of One (1) Vendor Liaison Position, Pay Grade 20; the Reclassification of One (1) Projects Coordinator I Position, Pay Grade 18, to One (1) Procurement Supervisor, Pay Grade 21, One (1) Business Services Specialist Position, Pay Grade 14, to One (1) Fiscal Analyst, Pay Grade 20, and One (1) Business Services Specialist Position, Pay Grade 14, to One (1) Administrative Business Specialist, Pay Grade 18, Within the Procurement Services Budget AA176513 (Budget Impact - Savings of $19,394)

7.6.3. Request Approval of a Resolution for the Reclassification of One (1) Traffic Maintenance Technician Position, Pay Grade 8-11 to One (1) Traffic Sign Shop Technician, Pay Grade 16, Within the Office of the County Engineer Transportation Maintenance Fund (BL400541) (Budget Impact - Expenditure of $8,306)

7.7. Parks and Recreation:

7.7.1. Request Approval of Amendment for Extension of Public Transportation Grant Agreement with the Florida Department of Transportation (FDOT) for the Construction of T-Hangars at the Marion County Airport (Budget Impact - Neutral)

7.7.2. Request Approval of Public Transportation Grant Agreement with the Florida Department of Transportation (FDOT) and Resolution Approving Additional Grant Funds for the Construction of T-Hangars at the Marion County Airport (Budget Impact - Revenue of $1,500,000)

7.7.3. Request Approval of Resolution Approving the Use of an Interest Free Loan from the Parks and Recreation Fees Fund to the Marion County Airport and Repayment Plan (Budget Impact - Neutral)

7.8. Procurement Services:

7.8.1. Request Approval of Contract for Bid: 21B-084, Countywide Fuel - Lewis Oil Company Inc., Gainesville, FL (Budget Impact - Neutral; annual estimated expenditure of $3,000,000 as approved in FY 20/21 budget)

7.8.2. Request Approval of Bid Award and Contract: 21B-141, Hauling and Disposal of Utilities Wastewater Biosolids, Debris, and Grease - American Pipe & Tank, Inc., Ocala, FL (Budget Impact - Neutral; estimated annual expenditure of $230,000 as approved in FY 20/21 budget)

7.8.3. Request Approval of Bid Award and Contract: 21B-130, CR 464 Forcemain PH3 - Hartman Civil Construction Co., Inc., Ocala, FL (Budget Impact - Neutral; expenditure of $1,187,380 as approved in FY 20/21 budget)

7.8.4. Request Approval of Change Order 1 to Purchase Order 2100511: 17BE-171, Utilities Software with E-Billing and Lockbox Services - First Mobile Trust, LLC, Miamisburg, OH (Budget Impact - Additional Expenditure of $87,440 as approved in FY 20/21 budget)

7.8.5. Request Approval of Bid Award and Contract: 21B-139, Lift Station GCC 008 Replacement - Blake Utility Construction, LLC, Ocala, FL (Budget Impact - Neutral; expenditure of $1,390,832 as approved in FY 20/21 budget)

7.8.6. Request Approval of Task Order for Construction Manager: 20Q-161-TO-01, Marion County Dunnellon Airport T-Hangar Development - Dinkins Construction LLC, Ocala, FL (Budget Impact - Neutral; project cost is to be $2,769,388)

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

7.9. Tourist Development:

7.9.1. Request Approval of Tourist Development Council (TDC) Funding Request (Budget Impact - Neutral; expenditure of $10,000 as approved in the FY 20/21 budget)

7.10. Transportation - County Engineer:

7.10.1. Request Approval of a District Office Lease Between Marion County and Senator Keith Perry (Budget Impact - None)

7.10.2. Request Approval to Declare Parcel Number 31818-001-00 as Surplus and Authorize Staff to Proceed with the Sale (Budget Impact - Revenue of $30,931)

7.10.3. Request Approval to Declare Tract 'G' Lying Adjacent to Parcel 35770-055015 as Surplus and Authorize Staff to Proceed with the Sale (Budget Impact - Revenue of $90)

7.10.4. Request Approval to Declare a Portion of Tract 'H' Lying Adjacent to Parcel 35770-055020 as Surplus and Authorize Staff to Proceed with the Sale (Budget Impact - Revenue of $428)

7.10.5. Request Approval to Declare a Portion of Tract 'H' & 'I' Lying Adjacent to Parcel 35770-055-20 and Parcel 35770-055-21 as Surplus and Authorize Staff to Proceed with the Sale (Budget Impact - Revenue of $744)

7.10.6. Request Approval to Declare a Portion of Tract 'I' Lying Adjacent to Parcel 35770-055021 as Surplus and Authorize Staff to Proceed with the Sale (Budget Impact - Revenue of $147)

7.10.7. Request Approval of Modification to Subgrant Agreement Between the Division of Emergency Management and Marion County for the SW 52nd Street Hazard Mitigation Grant Program Project (Agreement Number H0445) (Budget Impact - None)

7.10.8. Request Approval of the 2021/2022 to 2025/2026 Marion County Transportation Improvement Program (TIP) (Budget Impact - None)

7.10.9. Request Approval of a Resolution to Vacate a Portion of the Plat of West End Ocala, as Recorded in Plat Book A, Page 57 (Budget Impact - Revenue of $350)

7.11. Utilities:

7.11.1. Request Approval for Water Main Extension Connection Agreement 21-SA-02-O Between Kamille Gomez and Marion County Utilities (MCU) (Budget Impact - None)

7.11.2. Request Approval for Water Service Agreement 19-SA-13 Between DRC24, LLC and Marion County Utilities (MCU) (Budget Impact - None)

7.11.3. Request Approval for Water Main Extension Connection Agreement 20-SA-35-O Between D32 Invest, LLC and Marion County Utilities (MCU) (Budget Impact - None)

7.11.4. Request Approval for Water Main Extension Connection Agreement 20-SA-36-O Between D32 Wholesale, LLC and Marion County Utilities (MCU) (Budget Impact - None)

7.11.5. Request Approval for Water Main Extension Connection Agreement 20-SA-38-O Between D32 Wholesale, LLC and Marion County Utilities (MCU) (Budget Impact - None)

7.11.6. Request Approval for Water Main Extension Connection Agreement 20-SA-40-O Between D32 Wholesale, LLC and Marion County Utilities (MCU) (Budget Impact - None)

7.11.7. Request Approval for Water Main Extension Connection Agreement 21-SA-09-O Between D32 Wholesale, LLC and Marion County Utilities (MCU) (Budget Impact - None)

7.11.8. Request Approval for Water Main Extension Connection Agreement 20-SA-41-O Between A Plus Homes, INC and Marion County Utilities (Budget Impact - None)

8. COUNTY ATTORNEY: NONE

9. COUNTY ADMINISTRATOR:

9.1. Request Approval to Add up to Ten (10) Internship Positions in Various Departments of Marion County Within the Human Resources Budget (AA170513)

9.2. Administrative Update - Medical Examiner

10. COMMITTEE ITEMS:

10.1. Value Adjustment Board - Request Approval to Advertise for One (1) Full Member for a Full Term

10.2. Hills of Ocala MSTU for Recreation Advisory Council - Request Appointment of Two (2) Full Members for an Unexpired Term and a Full Term

10.3. Board of Adjustment - Request Appointment of One (1) Full Member for a Full Term

10.4. Board of Adjustment - Request Approval to Advertise for One (1) Alternate Member for an Unexpired Term

10.5. Dog Classification Board - Request Acceptance of One (1) Resignation of an Alternate Member and Approval to Advertise for Vacancy for an Unexpired Term

11. NOTATION FOR ACTION:

11.1. Request Approval to Schedule a Workshop for an Update of the SW 49th Avenue, North Phase Preliminary Engineering Report (PER) on Tuesday, June 22, 2021 at 2:00 p.m. in the McPherson Governmental Campus Auditorium

11.2. Request Approval to Schedule a Workshop for the 2022-2026 Strategic Plan "Empowering Marion Part II" on Wednesday, July 7, 2021 at 1:30 p.m. in the McPherson Governmental Campus Auditorium

11.3. Request Approval to Schedule and Advertise a Public Hearing to Consider an Ordinance Authorizing the Creation of Marion County Local Provider Participation Fund Specifying the Method of Setting and Computing Annual Non-Ad Valorem Special Assessments to Help Offset Local Hospitals' Medicaid Deficiencies on Tuesday, June 15, 2021 at 10:00 a.m. in the McPherson Governmental Campus Auditorium

12. COMMISSIONER ITEMS:

12.1. Commission Comments

12.2. Commission Calendar

12.2.1. Present Commission Calendar

13. GENERAL PUBLIC COMMENT:

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 .

14. NOTATION FOR RECORD:

14.1. County Administrator Informational Items:

14.1.1. Present Letter Dated April 29, 2021 from Veterans Helping Veterans USA, Inc. Regarding Request for Continuation of Funding in FY 21/22 Budget

14.1.2. Present Letter Dated April 30, 2021 from Florida Department of Transportation (FDOT) Regarding Public Information Meeting for East Silver Springs Boulevard Intersection Safety Improvements

14.1.3. Present CEP April 2021 Activity Report and Performance Matrix

14.1.4. Present Monthly Building Safety Productivity Report for the Month of April 2021

14.1.5. Present Notification of Extension of State of Local Emergency Related to COVID-19 Pandemic Dated May 3, 2021

14.1.6. Present Notification of Extension of State of Local Emergency Related to COVID-19 Pandemic Dated May 10, 2021

14.1.7. Present Legislative Summary 2021 for Marion County from Peebles Smith & Matthews

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 Administrative Budget Transfer Report

14.4.2. Present CARES Act Administrative Budget Transfer Report

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

14.4.4. Present the Acquisition or Disposition of Property Forms Authorizing Changes in Status, as Follows: 043573 and State Attorney's List Attached

14.4.5. Present Memorandum from Gregory C. Harrell, Clerk of the Circuit Court and Comptroller, Regarding the Filing of Ordinance 21-09 with the Secretary of State's Office

14.4.6. 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 Adjustments - April 5, 2021

14.5.2. Marion County Historical Commission - March 8, 2021

14.5.3. Marion County Hospital District Board of Trustees (MCHD) - March 29, 2021

14.5.4. Planning and Zoning Commission - March 29, 2021

14.5.5. Rainbow Lakes Advisory Committee - October 15, 2020 and March 11, 2021

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

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

14.5.8. Transportation Planning Organization (TPO) - For Minutes and Agendas, Visit the Website at http://www.ocalafl.org/tpo

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

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

Present Cover Documents from Planning and Zoning

15.1. Planning and Zoning Consent Items:

15.1.1. 210503Z - Thi Nguyen Rev. Living Trust, Thi Nguyen TR, A-1 and Conditional B-5 to RC-1, 11.67 Acres

15.1.2. 210504Z - Harry Hatton Straker, Jr. R-E to A-1, 14.35 Acres

15.1.3. 210506Z - Cyrus and Julie Lott, R-4 to A-1, 9.0 Acres

15.1.4. 210507Z - HTM Developers, LLC., Harvey Vandeven, PUD to R-1, 1.0 Acre

15.1.5. 210509Z - Robert and Karen Martel, R-1 to A-1, 3.11 Acres

15.1.6. 210510Z - Marguerite McDermott, R-1 to A-1, 3.62 Acres

15.1.7. 210511Z - Pamela DeBoer, Jill Langford ET AL, Jason, Justin and Jene DeBoer, B-2 and A-1, 50 Acres

15.1.8. 210514SU - David and Patricia Sokol, Sokol Vineyards, LLC., Modification and Renewal of a Special Use Permit in A-1, 1.29 Acres

15.1.9. 210406Z - Bruce E. Oehlerking Trust and Michael Oehlerking, B-4 to G-U, 10 Acres

15.1.10. 210407SU - Bruce E. Oehlerking Trust and Michael Oehlerking, Special Use Permit in G-U, 10.0 Acres

15.1.11. 20-L10 - Request Review and Adoption of Revisions to the Capital Improvements Element of the Comprehensive Plan, Including the Annual Update to the Schedule of Capital Improvements for FY 2020-2021 Through FY 2024-2025

15.2. Public Hearing

15.2.1. PUBLIC HEARING to Consider Adoption of a Resolution to Close and Abandon Those Certain Unnamed Road(s) (or Portion of) Located in West End Ocala, Plat Book A, Page 57

15.3. Planning and Zoning Items for Individual Consideration:

15.3.1. 210502Z - Maro Investment Ocala, LLC., Rock Cloutier, Modification and Renewal of a PUD, 221.75 Acres (Requesting to Continue Until the June 15, 2021 BCC/P&Z Public Hearing)

15.3.2. 210512Z - Flying Eagle Resources, LLC. Ursula Henning, R-1 to R-2, 35.07 Acres (Will be Withdrawn by the Applicant)

15.3.3. 210516SU - Dollar Tree Distribution, Inc., Michael Lech, Special Use Permit in a PUD, 200.13 Acres

15.3.4. 210505Z - Jayne Ward, B-4 to M-1, 14.83 Acres

15.3.5. 210508Z - Jason and Crystal Reed, R-E to A-1, 3.05 Acres

15.3.6. 210513SU - Michael and Trudi Moore, Special Use Permit in A-1, 27.53 Acres

15.3.7. Update Regarding Special Use Permit 201211SU, Resolution 21-R-080, Issued to 16345 N. Highway 301 Trust, Melissa Stathas on December 28, 2020

15.3.8. 21-L01 - James and Diana Schilling ET AL, Commercial and Medium Residential to Employment Center, 39.28 Acres

15.3.9. 210501Z - James and Diane Schilling, ET AL, A-1 and P-MH to PUD, 39.28 Acres

15.4. Adoption of Ordinance

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3029 **Agenda Date:** 5/18/2021 **Agenda No.:** 1.1.

SUBJECT:
PRESENTATION - Update on COVID-19 - Preston Bowlin, Director, Emergency Management (Presentation Only)

INITIATOR:
Mounir Bouyounes, P.E. County Administrator

DEPARTMENT:
Administration

DESCRIPTION/BACKGROUND:
For information.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
For information only.

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3124 **Agenda Date:** 5/18/2021 **Agenda No.:** 1.2.

SUBJECT:
PROCLAMATION - Older Americans and Mental Health Awareness Month - Jennifer Martinez, Marion Senior Services Executive Director (Approval and Presentation)

INITIATOR:
Nadja M. Griffis, 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, Marion County, Florida includes a growing number of older Americans who have built resilience and strength over their lives through successes and difficulties, including dealing with mental health issues and the persistent stigmas thereof; and

WHEREAS, Marion County, Florida benefits when people of all ages, abilities, and backgrounds are included and encouraged to share their successes and stories of resilience, including overcoming obstacles faced in dealing with mental illness; and

WHEREAS, Marion County, Florida recognizes our need to nurture ourselves, reinforce our strength, and continue to thrive in times of both joy and trouble; and

WHEREAS, Marion County, Florida can foster communities of strength by:

- cultivating community partnerships that result in easy access to services that help people of all ages affected by mental health problems;
- engaging older adults through education, recreation, and services;
- and encouraging people of all ages to celebrate connections and resilience;

NOW THEREFORE, the Board of County Commissioners of Marion County, Florida, by virtue of the authority vested in us do hereby proclaim that **May, 2021** be known as

"OLDER AMERICANS AND MENTAL HEALTH AWARENESS MONTH"

and urges every resident to recognize older adults and the people who support them as essential contributors to the strength of our community and to ensure straightforward access is provided for needed services in treating mental health problems when they arise.

DULY PROCLAIMED this **18th** day of **May**, **2021**.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

_____
JEFF GOLD, CHAIRMAN

_____
CARL ZALAK, III, VICE CHAIR

_____
KATHY BRYANT, COMMISSIONER

_____
CRAIG CURRY, COMMISSIONER

ATTEST:

_____
GREGORY C. HARRELL, CLERK

_____
MICHELLE STONE, COMMISSIONER

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-2983 **Agenda Date:** 5/18/2021 **Agenda No.:** 1.3.

SUBJECT:
PROCLAMATION - Emergency Medical Services Week - Rodney Mascho, Division Chief, Marion County Fire Rescue (Approval and Presentation)

INITIATOR:
Nadja M. Griffis, 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, emergency medical services is a vital public service; and

WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need twenty-four hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, firefighters, educators, administrators, emergency nurses, emergency physicians, and others; and

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week;

NOW THEREFORE, the Board of County Commissioners of Marion County, Florida, by virtue of the authority vested in us do hereby proclaim that **May 16 - 22, 2021** be known as

"EMERGENCY MEDICAL SERVICES WEEK: ***This is EMS: Caring for Our Communities*****"**

in Marion County and encourages all citizens of Marion County to join in recognizing emergency medical professionals for their contribution.

DULY PROCLAIMED this **18th** day of **May**, **2021**.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

_____
JEFF GOLD, CHAIRMAN

_____
CARL ZALAK, III, VICE-CHAIR

_____
KATHY BRYANT, COMMISSIONER

_____
CRAIG CURRY, COMMISSIONER

_____
MICHELLE STONE, COMMISSIONER

ATTEST:

_____
GREGORY C. HARRELL, CLERK

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3064 **Agenda Date:** 5/18/2021 **Agenda No.:** 1.4.

SUBJECT:
PRESENTATION - Acceptance of Petco Love Grant to Marion County Animal Services - James Sweet, Animal Services Director (Presentation Only)

INITIATOR:
James Sweet, Director

DEPARTMENT:
Animal Services

DESCRIPTION/BACKGROUND:
Marion County Animal Services received a $50,000 grant investment from the newly named Petco Love to support the lifesaving work for animals in Marion County. This generous grant will enhance the shelter and improve the quality of care provided to the community's pets.

Animal Services achieved the goal of becoming a no-kill agency in 2019; and in 2020, accomplished a 94% live release rate. Since becoming a no-kill organization, needs for resources and space have increased. Animal Services continues to work diligently for the well-being of animals in the community.

BUDGET/IMPACT:
$50,000 to Animal Shelter Project Account

RECOMMENDED ACTION:
For presentation only.

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3059 **Agenda Date:** 5/18/2021 **Agenda No.:** 1.5.

SUBJECT:
PROCLAMATION - Eagle Scout Court of Honor Nicholas R. Fischer (Approval Only)

INITIATOR:
Nadja M. Griffis, Executive Assistant

DEPARTMENT:
Commission Office

DESCRIPTION/BACKGROUND:
See attached.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion for approval.

PROCLAMATION

BOARD OF COUNTY COMMISSIONERS
OF MARION COUNTY, FLORIDA

WHEREAS, it has been brought to the attention of the Board of County Commissioners of Marion County, Florida, that **NICHOLAS R. FISCHER**, of Boy Scout Troop 72 of the Boy Scout of America, Ocala, Florida has earned the rank of Eagle Scouts in the Boy Scouts of America; and

WHEREAS, only a small percentage of all scouts attain the coveted rank of "Eagle", thereby truly "soaring above the rest" through hard work and dedication; and

WHEREAS, the Board of County Commissioners of Marion County, Florida, desires by means of this Proclamation to express its congratulations to **NICHOLAS R. FISCHER** for attaining this high honor; and

WHEREAS, the Board of County Commissioners does hereby encourage all the young people in Marion County to display the high ideals of the Boy Scouts; Further, the Board strongly encourages the citizens of Marion County to fully support the worthwhile efforts of the Boy Scouts of America, now therefore

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

1. **NICHOLAS R. FISCHER** is hereby congratulated upon attaining the status of Eagle Scout in the organization of the Boy Scouts of America.

2. This proclamation shall be furnished to **NICHOLAS R. FISCHER** and shall be made a part of the Public Records of Marion County, Florida, in the minutes of the meeting of the Board of County Commission in and for Marion County, Florida.

DULY ADOPTED this **18th** day of **May, 2021**.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

_____
JEFF GOLD, CHAIRMAN

_____
CARL ZALAK, III, VICE-CHAIR

_____
KATHY BRYANT, COMMISSIONER

_____
CRAIG CURRY, COMMISSIONER

ATTEST:

_____
GREGORY C. HARRELL, CLERK

_____
MICHELLE STONE, COMMISSIONER

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3061 **Agenda Date:** 5/18/2021 **Agenda No.:** 1.6.

SUBJECT:
PROCLAMATION - Eagle Scout Court of Honor Breyden L. Marquis (Ratification Only)

INITIATOR:
Nadja M. Griffis, Executive Assistant

DEPARTMENT:
Commission Office

DESCRIPTION/BACKGROUND:
See attached.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion for ratification.

PROCLAMATION

BOARD OF COUNTY COMMISSIONERS
OF MARION COUNTY, FLORIDA

WHEREAS, it has been brought to the attention of the Board of County Commissioners of Marion County, Florida, that **BREYDEN L. MARQUIS**, of Boy Scout Troop 72 of the Boy Scout of America, Ocala, Florida has earned the rank of Eagle Scouts in the Boy Scouts of America; and

WHEREAS, only a small percentage of all scouts attain the coveted rank of "Eagle", thereby truly "soaring above the rest" through hard work and dedication; and

WHEREAS, the Board of County Commissioners of Marion County, Florida, desires by means of this Proclamation to express its congratulations to **BREYDEN L. MARQUIS** for attaining this high honor; and

WHEREAS, the Board of County Commissioners does hereby encourage all the young people in Marion County to display the high ideals of the Boy Scouts; Further, the Board strongly encourages the citizens of Marion County to fully support the worthwhile efforts of the Boy Scouts of America, now therefore

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

1. **BREYDEN L. MARQUIS** is hereby congratulated upon attaining the status of Eagle Scout in the organization of the Boy Scouts of America.

2. This proclamation shall be furnished to **BREYDEN L. MARQUIS** and shall be made a part of the Public Records of Marion County, Florida, in the minutes of the meeting of the Board of County Commission in and for Marion County, Florida.

DULY ADOPTED this 8th day of **May, 2021**.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

_____
JEFF GOLD, CHAIRMAN

_____
CARL ZALAK, III, VICE-CHAIR

_____
KATHY BRYANT, COMMISSIONER

_____
CRAIG CURRY, COMMISSIONER

ATTEST:

_____
GREGORY C. HARRELL, CLERK

_____
MICHELLE STONE, COMMISSIONER

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3096 **Agenda Date:** 5/18/2021 **Agenda No.:** 3.1.

SUBJECT:
April 6, 2021 A

INITIATOR:
Deputy Clerk

DEPARTMENT:
Clerk of Court

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

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to adopt minutes.

Official Minutes of
MARION COUNTY
BOARD OF COUNTY COMMISSIONERS

April 6, 2021

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 6, 2021 at the Marion County Governmental Complex located in Ocala, Florida.

INVOCATION AND PLEDGE OF ALLEGIANCE:
The meeting opened with invocation by Chairman Gold 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 Jeff Gold, District 3; Vice-Chairman Carl Zalak III, District 4; Commissioner Craig Curry, District 1; Commissioner Kathy Bryant, District 2; and Commissioner Michelle Stone, District 5. Also present were Clerk Gregory C. Harrell, County Attorney Matthew G. Minter and County Administrator Mounir Bouyounes.

Seated behind the County Attorney and County Administrator were: Fiscal Manager Mike McCain; Assistant County Administrator (ACA) Jeannie Rickman; and ACA Angel Roussel.

ANNOUNCEMENTS:
Chairman Gold addressed upcoming scheduled meetings as listed on the Commission Calendar (Item 12.2).

Chairman Gold requested Items 4.1 through 4.3 be brought forward at this time.

4. CONSTITUTIONAL OFFICERS AND GOVERNMENTAL OR OUTSIDE AGENCIES:

4.1. Present Letter from William M. Gladson, State Attorney, Dated March 16, 2021 Regarding Request for Funding to Support Two (2) Assistant State Attorneys

The Board considered the following letter dated March 16, 2021 from William M. Gladson, State Attorney:

> Dear Commissioner Gold:
>
> In March of 2020, in response to the COVID-19 pandemic, the Supreme Court suspended the speedy trial rule, prohibited jury trials, and ordered that only "essential" hearings would be allowed. As a result, a system that is designed to move quickly came to a grinding halt. Without the ability to have trials, we, like all other court systems in the country, have experienced an unprecedented backlog. For example, in 2020, the number of open misdemeanor, felony and juvenile cases in Marion County totaled 2,967. In January 2021, that number had swelled to an unprecedented 8,159.
>
> Further complicating the situation, our total state budget allocation was cut by 6%, which resulted in a loss of approximately $1,000,000.00 in the Fifth Circuit. Because approximately 95% of the State Attorney budget is used for salaries, we were forced to lay off several employees circuit-wide and we implemented a temporary hiring freeze.

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Last week, the Marion County Judicial Center welcomed jurors for the first time in a year. We were pleased with the commitment of all court personnel who ensured a safe experience for all participants in the process. Moreover, we were able to try some cases to conclusion. We are likewise committed to moving forward, but because of the decrease in state funding, we are now faced with the onus of doing so with fewer lawyers and fewer supporting staff members.

The Marion County Commission has always been supportive of our office and our law enforcement partners. It is imperative that we work through this backlog of cases and that we do so without compromising public safety. By way of full disclosure, the State Courts have requested an increase in their budgets, so the State Attorneys and Public Defenders have likewise requested a corresponding increase. It is unknown if we will receive our requests as the Legislature contemplates potential budget shortfalls.

If the Commission finds itself in a position to allocate CARES Act funding to support our local mission, we would gratefully accept that. It is our sincere hope that this is a temporary situation that, with a little extra help, might be able to be resolved; again, without exposing our community to any risk of harm from unresolved criminal cases. Should such an allocation be available, I would hire two (2) additional Assistant State Attorneys at a total annual cost of $150,000. Again, we are not requesting this as a recurring budget item, because we anticipate using these positions to work through the backlog as soon as is practical.

As I said, our entities have enjoyed a long history of working together to solve issues and I appreciate your consideration of this matter. Should you have any further questions, or need additional explanation, I will provide whatever is needed.

Sincerely,
William M. Gladson
State Attorney

William M. Gladson, State Attorney, 5th Judicial Circuit of Florida, advised that last March the Supreme Court suspended the speedy trial rule and ordered that only “essential” hearings be allowed. He noted that the Courthouse was basically inaccessible, but law enforcement continued to make arrests. He stated during the time courts were closed the State Attorney’s office did not close and was still trying to work through cases but found it difficult to set changes of plea, and many cases could not be negotiated. He stated jury trials began again in March, 2021.

Mr. Gladson stated now that jury trials have begun again there is a backlog of work, which is why he is requesting 2 positions, that he would attempt to fill with lawyers who would be placed in County Court and could go to first appearances, arraignments, etc. He advised this is not a recurring request, but a 1 time request for 1 year. Mr. Gladson advised that his office received a 6% cut in its budget, resulting in layoffs.

In response to Chairman Gold, Mr. Gladson stated there are spikes in different types of crime. He advised that many minor cases were resolved, but the serious cases remain, and the suspension of the speedy trial rule will come to an end at some point and the time to prepare for that situation is now.

Commissioner Curry questioned whether the funds to be expended will be CARES Act funding. County Administrator Mounir Bouyounes stated the money will come from the leftover portion of the reimbursement the Board received, which is in the General Fund.

Chairman Gold opened the floor for public comment.

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

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A motion was made by Commissioner Stone, seconded by Commissioner Zalak, to approve the two additional Assistant State Attorneys for a total cost of $150,000.00. The motion was unanimously approved by the Board (5-0).

4.2. Present Letter from Michael A. Graves, Public Defender, Dated March 19, 2021 Regarding Request for Funding to Support Additional Staff to Assist in Processing

Dear Mr. Bouyounes,

The suspension of jury trials and "non-essential" court activity caused by the Covid-19 pandemic has caused an unprecedented backlog in Marion County criminal cases. The Public Defender case load has more than doubled since this time last year.

The resumption of jury trials and other court proceedings has been encumbered by limited staff resources. These difficulties have been amplified by a 6% state budget cut for the 2020-2021 fiscal year. I expect a continued state budget reduction for the upcoming year.

If the Marion County Commission is able to obtain CARES Act funding to address these challenges, I would thankfully accept that assistance. I understand that any such additional funding would be temporary. If such funds become available, I would hire additional support staff to assist in processing data, interviewing in-custody defendants, and serving process in preparation of trials. The total one year cost would be $65,000.00.

Marion County has always lent its support to all agencies that comprise the local criminal justice and courts system. That support is valued greatly. Any consideration that can be given in this area would be appreciated. I will provide any other information you might need.

Sincerely,

Michael A. Graves

Public Defender, Fifth Judicial Circuit

Michael Graves, Public Defender, 5th Judicial Circuit of Florida, advised that the situation as described by the State Attorney, has increased the Public Defender's Office case load in Marion County has increased active cases from March, 2020 to March, 2021, 110 percent (%), noting an additional 2,000 cases as part of the backlog in addition to those cases received month-to-month in new case appointments.

Mr. Graves stated his request was decreased from $65,000.00 to $60,000.00 for 3 part-time support personnel to assist with moving data information and dealing with clients. He advised that the heaviest workload involves preparing for serious trials, and there are many of them coming up. Mr. Graves stated everything was done to keep as much flowing as possible last year, noting 8,500 cases were resolved during that period. His goal for the next year is to be able to catch up, especially in Circuit Court.

In response to Commissioner Zalak, Mr. Graves advised that the juvenile system has been ongoing as the result of a Supreme Court order, relating to juvenile delinquency cases.

Chairman Gold opened the floor for public comment.

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

A motion was made by Commissioner Zalak, seconded by Commissioner Bryant, to approve funding to support additional staff to assist in processing for a total cost of $60,000.00. The motion was unanimously approved by the Board (5-0).

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4.3. Present Letter from Judge Ann Craggs, Fifth Judicial Circuit, Dated March 24, 2021 Regarding Funding Request for a General Magistrate and Assistant Dedicated to Dependency Cases

Dear Commissioners:

I serve as a Domestic Relations Judge in Marion County as well as the Domestic Relations Administrative Judge for the Fifth Judicial Circuit. I am writing to you in those capacities, to request your consideration to fund a full-time General Magistrate to be assigned to the dependency docket in Marion County and funding for a full-time assistant to the General Magistrate.

Marion County's need for an additional General Magistrate, to be assigned to the dependency docket, is clear when considering the number of dependency cases pending in Marion County. Presently, Marion County has one Circuit Judge assigned to the dependency docket and one half-time General Magistrate assigned to dependency cases and are funded by the State. While a dependency case remains assigned to the Judge, Magistrates assist the Circuit Judge by conducting hearings, status reviews, arraignments, taking testimony, and making reports and recommendations to the Judge.

In 2020, there were 681 removals of children from their parents due to abuse, neglect, or abandonment in Marion County. For that same time period, Marion County had 497 more removals than any other County in the Fifth Judicial Circuit. At present, we are asking a halftime General Magistrate to conduct more hearings than what a full-time General Magistrate would ordinarily be asked to oversee. Coupled with the complexities of dependency cases and the statutorily mandated timeframes and requirements, Marion County is in dire need of this additional resource. Dependency cases are complex, in part, because the Court must hear from the children, their caregiver, the Department of Children and Families (DCF), the assigned case worker, the Guardian Ad Litem, the Guardian Ad Litem's attorney, and the parents of the child at any given hearing. These inquiries are critical and occur to learn whether the parent(s) are in compliance with their case plan to include whether they have achieved stable housing, stable income, are attending counseling and courses designed to better parent their children, whether drug screens are occurring and the results of those screens and, ultimately, whether reunification between the children and their parent(s) can safely occur. The seriousness of the issues and the safety of the children cannot be sacrificed.

Furthermore, the past year of operating during the Covid-19 pandemic has exacerbated the circumstances. While it may seem that parties appearing by Zoom or telephonically is more convenient, conducting remote dependency hearings has caused the already limited available time for the hearing to be consumed by multiple parties and interested stakeholders logging-in, interruptions due to technology issues (bad service, dropped calls, etc.), and an inability to have the next case be staged in the courtroom. Operating remotely leaves even less time for the General Magistrate to address the children's safety and whether the parent(s) is taking the required steps to be able to safely reunify with the child. Further, it also seems as if the impacts of Covid-19 and the pandemic, i.e. financial distress, children not attending school in person, lost jobs, etc., have increased the instances of conflict in the home and the abuse and neglect of children. Any increase in dependency cases is a strain to an already overloaded docket.

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Based upon a comprehensive review of Marion County's dependency case numbers over the last several years, I anticipate a full-time General Magistrate would handle over 1,000 hearings in new cases, over 160 hearings in existing cases as well as over 360 hearings in related cases involving the same family (i.e., dissolutions of marriage, paternity, and adoptions). Having a fulltime General Magistrate will also allow the Circuit Judge to handle more hearings and decrease the amount of time to resolve all dependency cases.

I have attached hereto a draft job description for both the General Magistrate position and the Administrative Assistant position. The estimated annual salary, taxes, and all benefits for both General Magistrate and the Administrative Assistant totals $184,532.01, based on the State's estimates. I am requesting funding on an immediate basis for the second half of 2021 and for 2022. This would allow myself and Court Administration to prepare to submit requests for 2023 and beyond. The Court system would provide all other needed items such as computers, printers, office supplies, office space and courtroom space for both the General Magistrate and Assistant.

Thank you for your time and consideration.

Ann Melinda Craggs

Chief Judge/ Administrative Family Law Judge

Fifth Judicial Circuit

Judge Ann Melinda Craggs, Fifth Judicial Circuit, advised that her request is for a full time General Magistrate to handle dependency cases. She referred to her letter of March 24, 2021 outlining statistics and requirements related to dependency cases, noting these cases continued throughout the COVID-19 pandemic. There is currently 1 Judge assigned to dependency cases and she is assisted only by a part-time General Magistrate.

Judge Craggs stated dependency cases, like delinquency cases, continued without pause, and once Zoom licenses were issued cases were heard via that platform, and prior to that by telephone.

Judge Craggs advised that dependency cases have many deadlines and time frames associated with them because they involve children who have been sheltered from their family based upon abuse, abandonment, or neglect. She stated the compressed time schedules that the Statute sets forth does not allow staff to provide the level of attention that these cases deserve. The request is for a full-time General Magistrate and an Administrative Assistant for that General Magistrate. These positions are requested to be permanently funded with a total cost of $184,532.01.

Commissioner Curry opined that this request should be funded by the State, but instead the State has cut budgets. He questioned if there have been discussions with any of the local delegation regarding how things will look a couple of years out. Judge Craggs stated the request for these positions was made to the State and they will continue to attempt to secure assistance through the State, noting these requests will be heard this summer. She advised that she felt the County could not wait any longer based on the volume of dependency cases in Marion County compared to others within the 5th Judicial Circuit.

Commissioner Zalak thanked Judge Craggs for meeting individually with the Commissioners. He stated the request should be funded through a different mechanism and cannot guarantee the requested positions on a permanent basis but advised that the County can provide some assistance at this time.

General discussion ensued.

Commissioner Bryant thanked Judge Craggs and the staff that handle these cases. She

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asked that the Board work hand and hand with those that presented requests today during next year's Legislative Session, noting a 6% cut to the judiciary system is uncalled forand commented on the important role this system plays within the State and Counties.
Chairman Gold opened the floor for public comment.
There being none, Chairman Gold advised that public comment is now closed.
A motion was made by Commissioner Bryant, seconded by Commissioner Zalak, to approve the funding request for a General Magistrate and an Administrative Assistant dedicated to Dependency cases.
Commissioner Zalak questioned whether the funds were coming out of the General Fund Reserve. Mr. Bouyounes advised that the funds are in a separate line item, set aside for this purpose.

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

1.1 PRESENTATION - Update on COVID-19 - Mark Lander, Administrator, Florida Department of Health (DOH)
Administrator Mark Lander, Florida Department of Health (DOH), presented an 11 page handout entitled, "Department of Health Marion County COVID-19 Trends April 6, 2021" to follow along with the PowerPoint presentation.
Mr. Lander provided a brief update on the health statistics related to the COVID-19 pandemic, noting an average of approximately 6,000 testing samples per week over the past several weeks. He advised that the sites operated by DOH have seen a decrease in those seeking testing, noting there is capacity to test 1,000 individuals daily but only approximately 225 individuals show up daily for COVID-19 testing.
In response to Commissioner Bryant, Mr. Lander stated most testing is occurring through urgent care facilities, hospitals, and private providers. Mr. Lander advised that if numbers remain low the team in place at the Southeastern Livestock Pavilion (SELP) through April may be utilized to conduct school testing until that site is shut down.
Mr. Lander stated there were two weeks when the site was not open due to another event, but noted there is still a good deal of testing being conducted in the community. There is a slight increase in positive cases, but more testing was completed. The positivity rate has been relatively steady for the past 2 weeks.
Mr. Lander referred to a slide showing COVID-19 cases in individuals 65 years of age and older. He stated there is a red line that coincides with the time vaccines began to be administered to that age group, noting a sharp decline in COVID-19 cases from that time through yesterday. Mr. Lander advised that COVID-19 infections in those 65 years of age and up have decreased to less than 50 per week.
Mr. Lander stated the combined hospital admissions for the 3 tracked hospitals indicates the 7 day moving average is beginning to stabilize and both the 30 day and 90 day moving averages are declining. The medical-surgical bed data also shows the 7 day average is starting to level out and the 30 day and 90 day averages are showing steep drops. The Intensive Care Unit (ICU) bed data shows drops in the 7 day, 30 day and 90 day averages and the same is true of ventilator use. The combined hospital daily admissions remains below zero, which indicates more patients are being discharged than admitted.
Mr. Lander advised that the approved vaccines right now are Pfizer, the main vaccine supply for DOH, and Moderna. He stated coordination is taking place to ensure those

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seeking a 2nd dose of a particular brand of vaccine can get it and complete the vaccination process. He stated limited local availability is the main issue related to the Johnson & Johnson vaccine. Mr. Lander advised that DOH makes specific requests for the Johnson & Johnson vaccine especially when performing homebound missions because it is a 1 dose shot requiring just one trip. There are also vulnerable populations that may be difficult to vaccinate and DOH coordinates with providers to get the 1 dose Johnson & Johnson vaccination to them.

The expanded vaccination priorities effective Monday, April 5, 2021, include those 18 and older for both Moderna, and Johnson & Johnson vaccine, and 16 and up for Pfizer. Those individuals under 18 seeking vaccinations are required to have parental consent and have a parent or guardian present with them at the time of vaccination.

Mr. Lander stated the Paddock Mall site has capacity to perform 3,000 new vaccinations Monday through Wednesday and 3,000 2nd doses performed on Thursday and Friday. Mr. Lander advised that the Florida Horse Park site is conducting 2,000 2nd doses this week on Monday and Tuesday, noting there is capacity to vaccinate 2,500 people on both Wednesday and Thursday.

Mr. Lander commented on advertising related to vaccination registration on Facebook, television, radio, and billboards.

Mr. Lander stated there are expanded hours at the Florida Horse Park which will be open from 10:00 a.m. until 7:00 p.m., noting several hundred individuals can be vaccinated between the hours of 5:00 p.m. and 7:00 p.m.

Chairman Gold advised that some Counties are using a “no appointment” system for vaccinating, resulting in long lines. He stated he made a test call to the number provided on local ads and his call was answered and handled professionally. Individuals can register online or by phone in Marion County.

Mr. Lander advised that as of the previous week DOH has started to work with private physicians and pharmacies which are required to be registered with FLShots as COVID-19 providers, noting there are 52 participants currently registered, but that number is expected to increase. There have been 1,710 vaccines transferred to 6 different providers, including several pharmacies in Ocala, Dunnellon, and Reddick. Mr. Lander stated these providers/pharmacies are sent a limited supply for use on a specific day, when that vaccine is used up, they reach out to DOH which performs another transfer moving doses out of the DOH inventory to that provider/pharmacy. He advised that all the registered providers can request their own vaccine.

Mr. Lander stated as of April 5, 2021, there have been 101,946 Marion County residents vaccinated and today the County has 103,303 residents vaccinated, or nearly 29% of the total population. There has been approximately 50% of the 50 and over population vaccinated and nearly 65% of those 65 and up have been vaccinated.

Mr. Lander advised that Everbridge, an emergency alert system, is being used for self-registration and can be accessed at www.tinyurl.com/MarionCOVIDvax. He stated individuals will be contacted by phone or text message notifying them of appointment availability. The individual can accept or deny the appointment. If they deny it, they will be rolled back into the system for the next available appointment. Individuals can also register by phone at 352-644-2590. There are resources available to assist the homebound population with obtaining vaccinations by registering at Homeboundvaccine@em.myflorida.com online or by phone at 866-779-6121. The Division of Emergency Management (DEM) in Tallahassee works locally with Marion County, or if an event is large enough, DEM will send teams to cover Marion County’s

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homebound population. Mr. Lander stated there is a team that goes out and vaccinates Marion County's homebound veterans on the weekends.
Mr. Lander advised of the importance of continuing to observe mitigation measures.
In response to Commissioner Curry, Mr. Lander stated the original Centers for Disease Control and Prevention (CDC) guidance relating to the time frame for vaccine efficacy was 3 months, noting that as more information becomes available the time frame will likely be expanded.
Commissioner Stone questioned whether an individual requesting the Johnson & Johnson vaccine could be guaranteed that vaccine. Mr. Lander stated the County cannot guarantee that vaccine, but can refer an individual to one of the 4 Federal sites that receives it. Those sites are in Tampa, Jacksonville, Orlando, and Miami. Mr. Lander advised that once the Johnson & Johnson vaccine becomes more prevalently shipped to Marion County, DOH will advertise that and make it the County's vaccine availability of choice.

1.2. PROCLAMATION - Marion County Healthcare Decisions Day - Rick Bourne, CEO of Hospice of Marion County (Approval and Presentation)
The Board presented the Proclamation designating April 16, 2021 as "Marion County Healthcare Decisions Day" to Rick Bourne, CEO, Hospice of Marion County.
CEO**,** Rick Bourne, Hospice of Marion County, advised that National Healthcare Decisions Day is very important as is advanced care planning. He encouraged everyone to put in place their advanced care directives, noting the difficulty family members and other loved ones will have making decisions for others. He introduced Jessica McCune.
Director Bereavement Services, Jessica McCune, Hospice of Marion County, stated "It is never too early but often too late". She advised that April 16, 2021 is National Healthcare Decision Day and Decision Day in Marion County. Ms. McCune stated there is a public art project with boards that individuals can write wishes for loved ones. She advised of a partnership with the Reilly Arts Center and the Marion Theatre, to provide two movies free of charge. She thanked those who support Hospice.

1.3. PROCLAMATION - Water Conservation Month - Jody Kirkman, Environmental Services Director (Approval and Presentation)
The Board presented the Proclamation designating April, 2021 as "Water Conservation Month" to Environmental Services Director Jody Kirkman.
Environmental Services Director Jody Kirkman advised that Marion County is proud of its natural springs, lakes and rivers and encourages the public to do its part to protect and preserve our water resources.
Water Resources Liaison Michon Fabio, Office of the County Engineer (OCE), stated there are many programs available to Marion County residents to help preserve, protect, and conserve our resources. There is a toilet rebate program that can help residents with high-flow toilets to replace them or provide a rebate to install a water efficient toilet. There is an irrigation audit program and a landscape and irrigation retrofit program available to help residents. Ms. Fabio advised that she visits schools and educates students and has a booth at many events countywide where she talks about the aquifer, water conservation, makes rain gauges and hosts other fun, hands-on activities for children and adults.

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1.4. PROCLAMATION - National Public Safety Telecommunicators Week – Kyle Drummer, Public Safety Communication Director (Approval and Presentation)
The Board presented the Proclamation designating April 11-17, 2021 as "National Public Safety Telecommunicators Week" to Kyle Drummer, Director, Public Safety Communications.
Kyle Drummer, Public Safety Communications Director, stated this is an opportunity to recognize the work the Emergency Communications Professionals do, including the information technology (IT) and mapping professionals. He advised that these individuals come to work every day ready to do something that cannot be planned for. Mr. Drummer commented on the service they provide every day.
Public Safety Communications Manager Lisa Cahill expressed her appreciation for the support shown by different agencies that her organization has served over the years.
Chairman Gold shared a video recognizing 9-1-1 Telecommunicators and the hard work they perform.
Commissioner Stone out at 10:16 a.m.

1.5. PROCLAMATION - Eagle Scout Joseph John Roman (Ratification Only)
The Board ratified the Proclamation congratulating Joseph John Roman upon attaining the status of Eagle Scout in the Boy Scouts of America organization.

Chairman Gold noted it is the 10:00 hour and that Proclamations and Presentations will continue after the public hearing has 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 to Consider the Adoption of the Resolution for Maricamp Market Centre Replat Phase 1 and Phase 2 Municipal Service Benefit Unit (MSBU) for General Maintenance and Capital Improvements
Municipal Service Taxing Unit (MSTU) Director Alan Jones presented the following recommendation:

> Description/Background: Ordinance Number 21-01 was adopted for the creation of the Maricamp Market Centre Replat Phase 1 and Phase 2 MSBU for General Maintenance and Capital Improvements. The next step is to consider the adoption of a resolution authorizing per acre assessment for the Maricamp Market Centre Replat Phase 1 and Phase 2 MSBU for General Maintenance and Capital Improvements and certify the assessment roll to the Tax Collector.
> Budget/Impact: None.
> Recommended Action: Motion to adopt the proposed Resolution for the Maricamp Market Centre Replat Phase 1 and Phase 2 MSBU for General Maintenance and Capital Improvements and certify the assessment roll to the Tax Collector and authorize the Chairman and Clerk to execute the same.

Deputy Clerk McAllister presented Proof of Publication of Display ad entitled, "Notice of Hearing for Non-Ad Valorem Assessments" published in the Star Banner newspaper on March 17, 2021. The Notice states the Board will consider adoption of non-ad valorem assessment rolls and establish the amount of non-ad valorem assessments.
MSTU Director Alan Jones advised that this is a public hearing associated with the proposed adoption of a rate Resolution for the Maricamp Market Centre Replat Phase 1 and Phase 2 for general maintenance and Capital Improvements.

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Chairman Gold opened the floor to public comment.
There being none, Chairman Gold advised that public comment is now closed.
Commissioner Stone returned at 10:18 a.m.
A motion was made by Commissioner Zalak, seconded by Commissioner Bryant, to adopt Resolution 21-R-146 for the Maricamp Market Centre Replat Phase 1 and Phase 2 MSBU for General Maintenance and Capital Improvements. The motion was unanimously approved by the Board (5-0).
Resolution 21-R-146 is entitled:

> A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AS GOVERNING BODY FOR THE MARICAMP MARKET CENTRE REPLAT PHASE 1 AND PHASE 2 MUNICIPAL SERVICE BENEFIT UNIT FOR GENERAL MAINTENANCE AND CAPITAL IMPROVEMENTS; ESTABLISHING A SPECIAL ASSESSMENT RATE; ADOPTING AN ESTIMATED PER PARCEL ASSESSMENT REVENUE; PROVIDING A CERTIFICATE TO THE SPECIAL ASSESSMENT ROLL FOR THE MARICAMP MARKET CENTRE REPLAT PHASE 1 AND PHASE 2 MSBU FOR GENERAL MAINTNENANE AND CAPITAL IMPROVEMENTS.

1.6. PRESENTATION - Employee Appreciation Month and Ideal Team Players 2021 - Amanda Tart, Human Resources (Presentation Only)

> Description/Background: Every year since 2018, the County has held an annual Employee Appreciation Day to celebrate the hard work county employees do every day. Generally, employees and their families come out to a one-day celebration off-site during this day. However, due to circumstances this year, this was unable to happen. Instead, the county had its first ever Employee Appreciation Month.
>
> As part of the Annual Employee Appreciation celebration, the County awards a handful of County Employees and one (1) Director the prestigious Ideal Team Player Award. This award is given to employees who encompass the virtues of humble, hungry, and smart in the workplace. An Ideal Team Player is someone who goes beyond the call of duty, puts the team's interests above their own, and is willing to hold themselves and others accountable for results and improvement within the organization. During March, we awarded six (6) Ideal Team Player employees and one (1) Ideal Team Player Director. These award winners are here today to be presented to the Board along with a summary of the overall Employee Appreciation Month event.
>
> Budget/Impact: None.
>
> Recommended Action: Presentation summarizing the Employee Appreciation Month and the Ideal Team Players for 2021.

Human Resources (HR) Director Amanda Tart advised of a recap of employee appreciation month for 2021, noting there will be presentations for Ideal Team Players after the presentation.
Ms. Tart commented on the annual Employee Appreciation Day that had to be cancelled this year due to COVID-19. She stated Employee Appreciation Month was implemented. Ms. Tart advised that during the month of March the County teamed up with local businesses and restaurants to offer discount cards to employees and their families. There were free movies at the Marion Theatre, and free Kona Ice. There were 120 dozen donuts delivered across the County to all Fire Stations, Lift Stations and Substations.

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Ms. Tart stated the Marion County Employees' closed Facebook group was unveiled, noting there are already over 200 members in that group. She advised that the Commissioners, Directors, and members of County Administration joined in and helped with cookouts, special breakfasts, and other surprises around the County. There were special awards given out throughout the month including Department HiCard Awards given out by Directors to staff members from other Departments. The new HiCard Kudos were given to employees by their peers.

Ms. Tart shared a video recap of the fun activities enjoyed by employees throughout Employee Appreciation Month.

The Board presented the following individuals with their Ideal Team Player Awards:

Suzie Futch	Office of the County Engineer
Tony Pellagrino	Office of the County Engineer
Mike Bates	Facilities Management
Richard Hoffman	Fleet Management
Trevor Smith	Parks and Recreation

It was noted that Michael Vann, Information Technology (IT), was unable to attend this morning but was recognized as an Ideal Team Player.

Ms. Tart announced County Engineer Tracy Straub as the Director Ideal Team Player.

Chairman Gold thanked the Ideal Team Players for all their contributions to the County.

Commissioner Bryant out at 10:30 a.m.

2. AGENDA ITEM PUBLIC COMMENT:

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.marioncountyfl.org.

Chairman Gold opened the floor for public comment.

Jim Robinson, SE 24th Street, expressed concern relating to viruses and groups of immigrants being settled in the County. He questioned what authority notifies residents of Marion County, the State, or the Country when people are being settled as a group in the community. Mr. Robinson commented on border control and residents who have died from COVID-19.

Commissioner Bryant returned at 10:33 a.m.

Rock Gibboney, NE 45th Terrace, advised that he is thankful to be born, raised and live in Marion County, Florida. He commented on the return to normalcy taking place more quickly in Florida than most other locations, the Polymerase Chain Reaction (PCR) test cycle threshold value, and statistics related to comorbidity and COVID-19 in Marion County.

Chairman Gold advised that staff could provide Mr. Gibboney with contact information for Mark Lander, Administrator, Florida Department of Health (DOH).

3. ADOPT THE FOLLOWING MINUTES: (1 set)

3.1. February 16, 2021

A motion was made by Commissioner Zalak, seconded by Commissioner Stone, to adopt the meeting minutes of February 16, 2021. The motion was unanimously approved by the Board (5-0).

5. CLERK OF THE CIRCUIT COURT:

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5.1. Budget Amendment
Upon motion of Commissioner Zalak, seconded by Commissioner Bryant, the Board adopted the following Budget Amendment Resolutions transferring funds as presented by Clerk Harrell:
5.1.1. 21-R-147 – Building Safety Fund - Building Safety - $67,025
5.1.2. Fine and Forfeiture Fund - Fine and Forfeitures Transfers - $677,362 was pulled for discussion
5.1.3. 21-R-148 – Fire Rescue and EMS Fund - Fire Rescue Services - $8,455
5.1.4. 21-R-149 – General Fund - CoC HUD Planning - $8,868
5.1.5. 21-R-150 – General Fund - County Administrator - $30,786
5.1.6. 21-R-151 – General Fund - General Government Capital - $21,085
5.1.7. 21-R-152 – General Fund - Jail Capital - $20,266
5.1.8. 21-R-153 – General Fund - Marion County Public Library System - $45,000
5.1.9. General Fund - Sheriff Capital - $2,085,548 was pulled for discussion
5.1.10. 21-R-154 – Hills of Ocala MSTU for Recreation - Hills of Ocala Recreation - $9,610
5.1.11. Infrastructure Surtax Capital Projects - Infrastructure Tax Emergency Communications - $1,149,094 was pulled for discussion with Consent Agenda Item 7.1.1
5.1.12. MSTU for Law Enforcement - MSTU for Law Enforcement Transfer - $1,098,486 was pulled for discussion
5.1.13. 21-R-155 – MSTU for Law Enforcement - Sheriff Patrol CID Transfer - $25,000
5.1.14. 21-R-156 – Pine Run Estates MSTU for Road Improvements - Pine Run Estates Road Improvements - $28,000
5.1.15. 21-R-157 – Rainbow Lakes Estates MSD - Rainbow Lakes Estates General Government - 15,000
5.1.16. 21-R-158 – Rainbow Lakes Estates MSD - Road and Street RLE MSD - $5,500
5.1.17. 21-R-159 – Rainbow Lakes Estates MSTU for Road Improvements - Contracted Road Construction RLE MSTU - $60,000
5.1.18. 21-R-160 – RLE Fire Protection MSBU - Fire Control Services - $5,500
5.1.19. 21-R-161 – RLE Fire Protection MSBU - Fire Control Services - $10,000
(Ed. Note: EMS is the acronym for Emergency Medical Services; CoC is the acronym for Continuum of Care; HUD is the acronym for Department of Housing and Urban Development; CID is the acronym for Criminal Investigation Division; MSD is the acronym for Municipal Service District; and RLE is the acronym for Rainbow Lakes Estates; MSBU is the acronym for Municipal Service Benefit Units.)

5.1.2. Fine and Forfeiture Fund - Fine and Forfeitures Transfers - $677,362
Commissioner Zalak advised that a letter was received from the Sheriff relating to his normal return back funding that occurs at the end of each year.
In response to Commissioner Zalak, Budget Director Audrey Fowler stated the items are related to returned funds requested to be earmarked for Capital Improvements. She stated this is so the funding does not remain in the MSTU for Law Enforcement and Fine and Forfeiture funds and can be tracked to ensure the funds are applied in the Board's intended purpose. This transfers the funds into the General Fund and places them into a department where they can be tracked and managed appropriately. Ms. Fowler advised that these 3 items are specifically addressing the Capital portion of the letter. She stated those budget amendments were not completed and as she prepares the budget for next year, this will ensure those funds are not lost and do not require corrections later.

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Commissioner Zalak questioned where the funding for Capital Improvements is being moved. Ms. Fowler advised that the money is in the General Fund in a Sheriff's Capital Improvement Cost Center, noting it is not currently assigned to any specific project. She stated a Capital Improvement Consent Item would have to come before the Board to move ahead with a project, this action is strictly moving the funds into the appropriate account so they can be assigned and managed as decisions are made.
County Administrator Mounir Bouyounes advised that the County is still working with the Sheriff to develop a list of projects. He stated the money is being placed in 1 account to ensure it does not get budgeted again or misappropriated.
In response to Commissioner Zalak, Ms. Fowler advised that all of the Capital are in Capital Cost Centers in the General Fund and they are managed by Facilities, noting the funds are not in the Facilities Department budget because that is an operating department of recurring expenditures. She stated this was done to avoid mixing 1 time Capital expenses with the Facilities Department's operating budget, and it provides transparency.
Chairman Gold questioned what happens to those funds for a project if the Board does not approve an item. Ms. Fowler stated the money will stay there earmarked for that purpose until the Board decides or gives direction either to spend it or to not spend the funds.
Commissioner Zalak opined that the funds should come back to the Board and be allocated appropriately for the next budget.
Mr. Bouyounes stated the Board can make the decision to hold on to the funds until the budget workshop.
General discussion ensued.
In response to Commissioner Bryant, Mr. Bouyounes stated the discussion was separate from the budget process, noting the money became available at the end of last year because it was not spent and the Sheriff made the request to the Board, which agreed to the request.
Commissioner Zalak questioned whether these projects will be separate from the CIP. Ms. Fowler advised that the projects will be part of the CIP.
Mr. Bouyounes stated staff can bring a separate list of projects at any Board meeting where the projects can be approved and the funds spent, or the Board can direct staff to wait until the Budget workshops and bring a list of Capital projects and the Board can decide at that time.
Commissioner Zalak stated the funds should be viewed in the entire scope of the projects that need to be done at the Sheriff's Office.
In response to Commissioner Zalak, Mr. Bouyounes stated the Sheriff would like to add a 2nd floor to the Operation building, add parking, and expand the fleet facility.
A motion was made by Commissioner Curry, seconded by Commissioner Zalak, to approve the transfer of funds and to adopt Resolutions 21-R-162, 21-R-163 and 21-R-164. The motion was unanimously approved by the Board (5-0).
Commissioner Zalak questioned whether guidance can be given relating to how the items will be brought in front of the Board.
Commissioner Stone stated it would be a good idea to have a priority list of Capital Improvement Projects.
Mr. Bouyounes advised that the list will be provided during the Budget workshop process unless there is a pressing item.

5.1.9. 21-R-163 **–** General Fund - Sheriff Capital - $2,085,548
(This matter was discussed with Item 5.1.2.)

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5.1.12. 21-R-164 – MSTU for Law Enforcement - MSTU for Law Enforcement Transfer - $1,098,486
(This matter was discussed with Item 5.1.2.)

5.2. Clerk of the Court Items
5.2.1. Request Approval to Transfer Project Funds and Amend the Capital Improvement Program (CIP) Within the Marion County Utility Fund
Clerk Harrell presented the following recommendation from Environmental Services Director Jody Kirkman:

Description/Background: Environmental Services, Utilities Division, is requesting to transfer funds from the Smart Water Project UTC000155 to the Automated Meter Reading Project UTC000117 to cover the cost of additional water meters required for new construction taking place.
Requesting to transfer $100,000 from UTC000155 - ZF448536-563102 Smart Water Project to UTC000117 - ZF448536-563102 Automated Meter Reading Project.
Budget/Impact: Neutral.
Recommended Action: Motion to approve the transfer of project funds and amend the CIP.

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

5.2.2. Request Approval to Transfer Project Funds and Amend the Capital Improvement Program (CIP) for Projects Within the Infrastructure Surtax Capital Projects Fund
Clerk Harrell presented the following recommendation from County Administrator Mounir Bouyounes:

Description/Background: To re-appropriate Sales Surtax 1 project budgets as follows:
Transportation:
- SW 49th/40th Ave Ph 2 (S128807)(STC073807) Closeout and reduce by $281,497 re-appropriating to STC073804
- NE Hwy 315 (S128858)(STC073858) Closeout and reduce by $445,888 re-appropriating to STC073804
- S Hwy 314A (S128860)(STC073860) Closeout and reduce by $239,959 re-appropriating to STC073804
- SE 182nd Avenue Rd (S128861)(STC073861) Closeout and reduce by $9,580 re-appropriating to STC073804
- SW 49th/40th Ave Ph 1 (S128804)(STC073804) Increase by $976,924 in CST
- NW 80th/70th Ave (S128866)(STC073866) Reduce by $2,297,963 re-appropriating to STC073868 and STC073812
- NW 80th Ave at SR 40 (STC073868) Increase by $1,735,990 for CST
- NW 80th/70th Ave (STC073812) Increase by $561,973 for DES
Budget/Impact: Neutral.
Recommended Action: Motion to approve the transfer of project funds and amend the CIP.

This item was addressed with Item 7.1.1.

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

7.1. Administration:
7.1.1. Request Approval of Revised 2016/17 - 2020/21 One (1) Cent Infrastructure Sales Surtax Capital Projects Fund Schedule (Budget Impact - Neutral)
The Board approved the following recommendation as presented by County Administrator Mounir Bouyounes:

Description/Background: The attached schedule update shows actual expenditures in FY 19/20 and budgeted amounts in FY 20/21. This schedule reflects additional changes made to the FY 20/21 budgets in Fire Rescue, Emergency Communications, and Transportation that are detailed on a Budget Amendment Request (BAR) and Project Budget Adjustment Entry (PAJ) on this same agenda.
Budget/Impact: Neutral; budget changes handled with Budget Amendment Requests on this agenda.
Recommended Action: Motion to approve the revised 2016/17 - 2020/21 One (1) Cent Infrastructure Sales Surtax Capital Projects Fund Schedule.

5.1.11. 21-R-165 – Infrastructure Surtax Capital Projects - Infrastructure Tax Emergency Communications - $1,149,094

5.2.2. Request Approval to Transfer Project Funds and Amend the Capital Improvement Program (CIP) for Projects Within the Infrastructure Surtax Capital Projects Fund
A motion was made by Commissioner Bryant, seconded by Commissioner Curry, to approve the revised 2016/17 - 2020/21 One (1) Cent Infrastructure Sales Surtax Capital Projects Fund Schedule. The motion was unanimously approved by the Board (5-0).

7.2. Attorney:
7.2.1. Request Approval of Memorandum of Understanding Between the Board of County Commissioners of Marion County and William “Billy” Woods, as Sheriff of Marion County (Budget Impact - None)
The Board accepted the following recommendation as presented by County Attorney Matthew G. Minter, Legal:

Description/Background: On February 2, 2021, the Board of County Commissioners adopted Ordinance Number 21-03 which makes it unlawful for any person to engage in using a simulated gambling device. The attached Memorandum of Understanding sets out the written enforcement policy of the Ordinance.
Budget/Impact: None.
Recommended Action: Motion to approve the attached Memorandum of Understanding between the Board of County Commissioners of Marion County and William “Billy” Woods, as Sheriff of Marion County.

7.3. Community Services:

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7.3.1. Request Approval of a Contract Agreement for FY 20/21 Between Marion County and Shepherd's Lighthouse for COVID-19 Response Program with Emergency Solutions Grant Coronavirus (ESG-CV) Funds (Budget Impact - Neutral; not to exceed $39,000)
The Board accepted the following recommendation as presented by Community Services Director Cheryl Martin:

Description/Background: On May 5, 2020, the Board approved a submission of a Substantial Amendment to the Five (5) Year Consolidated Plan 2019-2023 to include additional funding to prepare, prevent, and respond to the COVID-19 pandemic. Activities covered in the substantial amendment for ESG-CV are: Shelter Operation, Emergency Temporary Shelter, Housing Stabilization, Homeless Management Information System (HMIS), Homeless Prevention, Rapid Rehousing, and Outreach.

Shepherd's Lighthouse is a community service non-profit organization with a goal of providing the means of self-sufficiency and empowerment for people in need throughout Marion County. With the COVID-19 Pandemic, the need for services has greatly increased. The services this grant will cover include emergency shelter to homeless persons, providing rapid rehousing assistance, and providing homeless prevention.

Budget/Impact: Neutral; not to exceed $39,000.

Recommended Action: Motion to approve and authorize Chair to execute Marion County's Agreement with Shepherd's Lighthouse for COVID-19 Response Program with ESG-CV Funds.

7.4. Development Review Committee:
7.4.1. Request Approval of Final Plat for Longleaf Ridge Phase III Subdivision, Application Number 25959 (Budget Impact - None)
The Board accepted the following recommendation as presented by County Engineer Tracy Straub, Office of the County Engineer, (OCE):

Description/Background: On March 15, 2021, the Development Review Committee approved the Final Plat for the Longleaf Ridge Phase III subdivision and recommended that the Board approves and authorizes execution by the Chair and the Clerk. This subdivision is located in the southwest portion of the County and contains 184 lots and eight (8) tracts on 78.71 acres with 2.47 miles of private road.

Budget/Impact: None.

Recommended Action: Motion to approve the subject plat and to authorize the Chair and Clerk to execute the same.

7.4.2. Request Approval of Final Plat for Calesa Township Roan Hills Phase 1 Subdivision, Application Number 25438 (Budget Impact - None)
The Board accepted the following recommendation as presented by County Engineer Straub, OCE:

Description/Background: On March 15, 2021, the Development Review Committee approved the Final Plat for the Calesa Township Roan Hills Phase 1 subdivision and recommended that the Board approves and authorizes execution by the Chair and the Clerk. This subdivision is located in the southwest portion of the County and contains 251 lots and 24 tracts on 107.10 acres with 3.20 miles of private road.

Budget/Impact: None.

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Recommended Action: Motion to approve the subject plat and to authorize the Chair and Clerk to execute the same.

7.4.3. Request Approval of Waiver Request for LDC 2.16.1.B(8)(g) - Agricultural Lot Split Establishment of County MSBU for Hammock Lane North, Parcel Number 07244-000-01, Application Number 26410 (Budget Impact - None)
The Board accepted the following recommendation as presented by County Engineer Straub, OCE:

Description/Background: Section 2.16.1.B(8)(g) of the Land Development Code states a County MSBU shall be established for the maintenance of the improvements created by this division prior to final approval and recordation. A waiver to this provision may only be granted by the Board upon review and recommendation by the DRC. The applicant's statement of justification for the requested waiver is as follows:

The applicant requests waiver to provide an Easement Agreement for maintenance requirements and HOA documents. This agricultural lot split is located in the northwest portion of the County and contains eight (8) lots on 80.56 acres.

DRC action on March 22, 2021, by a vote of 5-0, was to approve the waiver to the MSBU establishment.
Budget/Impact: None.
Recommended Action: Motion to uphold the Development Review Committee's approval to allow the agricultural lot split without the creation of an MSBU for maintenance.

7.4.4. Request Approval of Waiver Request for LDC 2.16.1.B(8)(g) - Agricultural Lot Split Establishment of County MSBU for Hammock Lane South, Parcel Number 07244-001-00, Application Number 26412 (Budget Impact - None)
The Board accepted the following recommendation as presented by County Engineer Straub, OCE:

Description/Background: Section 2.16.1.B(8)(g) of the Land Development Code states a County MSBU shall be established for the maintenance of the improvements created by this division prior to final approval and recordation. A waiver to this provision may only be granted by the Board upon review and recommendation by the DRC. The applicant's statement of justification for the requested waiver is as follows:

The applicant requests waiver to provide an Easement Agreement for maintenance requirements and HOA documents. This agricultural lot split is located in the northwest portion of the County and contains eight (8) lots on 80.66 acres.

DRC action on March 22, 2021, by a vote of 5-0, was to approve the waiver to the MSBU establishment.
Budget/Impact: None.
Recommended Action: Motion to uphold the Development Review Committee's approval to allow the agricultural lot split without the creation of an MSBU for maintenance.

7.5. Human Resources:

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7.5.1. Request Approval of Resolution for the Addition of One (1) Continuum of Care (CoC) Administrative Assistant, Pay Grade 13, Within the Community Services Department AA348564 (Budget Impact - $49,966)

The Board considered the following recommendation to adopt a Resolution as presented by HR Director Tart:

> Description/Background: The Board of County Commissioners became the lead collaborative applicant for the Ocala/Marion County Continuum of Care (CoC) with the opening of the Joint Office of Homelessness in July 2020. The responsibilities of the lead collaborative applicant include applying for and managing the grant agreements on behalf of the continuum through Department of Housing and Urban Development (HUD) and Department of Children and Families (DCF), as well as ensuring regulatory compliance with all other responsibilities of the CoC. A CoC Manager was hired to oversee this work and administrative support is needed to help carry out the scope of work, including maintaining the membership records for the continuum, taking minutes for meetings, and assisting with grant reporting.
> Budget/Impact: Expenditure of $49,966.
> Recommended Action: Motion to approve the attached resolution for the addition of one (1) Continuum of Care (CoC) Administrative Assistant, pay grade 13, within Community Services Budget AA348564.

In response to Commissioner Zalak, Community Services Director Cheryl Martin advised that the position is being paid for out of the Continuum of Care (CoC) budget.

Mr. Bouyounes stated the position is paid for by grant money received from the State and Federal Government as the County is now managing the CoC.

Ms. Martin advised that when the Board originally approved the transition of the CoC to the County, an organization chart was brought back and after hiring the CoC Manager the decision was made to allow that individual to decide what was needed to help run that organization.

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

Commissioner Gold out at 10:59 a.m.

In response to Commissioner Bryant, Ms. Martin stated the County received Emergency Solutions Grant Coronavirus (ESG-CV) dollars and still has some of those funds available for homeless prevention and rapid rehousing dollars. She advised that the CoC and the County have ESG dollars and having those funds in house will align how it is used and avoid any duplication of services. Ms. Martin advised that CoC dollars have an earlier expenditure deadline and as they are being spent down, the County is supplementing with ESG dollars it received.

In response to Commissioner Bryant, Ms. Martin stated Shepherd's Lighthouse is housing homeless individuals that are either in their shelter or are brought to them through the coordinated entry process. She advised that she could provide the Board with the most recent audit.

A motion was made by Commissioner Bryant, seconded by Commissioner Stone, to adopt Resolution 21-R-168 for the addition of one (1) Continuum of Care (CoC) Administrative Assistant. The motion was unanimously approved by the Board (5-0).

Resolution 21-R-168 is entitled:

> A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, PROVIDING FOR THE ADDITION OF ONE (1) CONTINUUM OF CARE ADMINISTRATIVE ASSISTANT, PAY GRADE 13; WITHIN THE COMMUNITY SERVICES DEPARTMENT AA348564;

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ALONG WITH THE CORRESPONDING JOB DESCRIPTIONS AND PAY GRADES AND INCORPORATING THE FOREGOING ACTIONS INTO THE MARION COUNTY CLASSIFICATION PLAN.

Commissioner Gold returned at 3:43 p.m.

Chairman Zalak returned the gavel to Commissioner Gold, who resumed the Chair.

7.5.2. Request Approval to Rehire a Retired Employee Within the Marion County MSTU Department (Budge Impact - None)

The Board accepted the following recommendation as presented by HR Director Tart:

Description/Background: Following an extended temporary assignment within the department, Yvonne Morson-Mitchell was offered the part-time position of Assessment Specialist I. Ms. Morson-Mitchell is a retired employee from Marion County Legal and will be coming in at eight percent (8%) above the minimum of the Assessment Specialist I, based on her 30+ years of experience with the County. Her retirement date from the Pension plan after participation in the Deferred Retirement Option Program (DROP) was September 30, 2019.

According to the Marion County Board of County Commissioners Employee Handbook Section 9.04, all employees that have formally retired from the Florida Retirement System must have Board approval for their rehire. Therefore, we respectfully request the approval to rehire Yvonne Morson-Mitchell, as a part-time Assessment Specialist I for the Marion County MSTU department.

Budget/Impact: None.

Recommended Action: Motion to approve the request to rehire Yvonne Morson-Mitchell as an Assessment Specialist I for the Marion County MSTU department.

7.5.3. Request Approval of Resolution for the Reclassification of the Marion Oaks Maintenance Technician Equipment Operator Position, Pay Grade 8-10, to a Marion Oaks Maintenance Technician Equipment Operator Position, Pay Grade 8-12, Within the MSTU Department HH512541 (Budget Impact - $2,475)

The Board accepted the following recommendation to adopt Resolution 21-R-166 as presented by HR Director Tart:

Description/Background: The MSTU Marion Oaks General Services Unit would like to add an additional level to their existing matrix for the Marion Oaks Maintenance Technician/Equipment Operator position. This tier of the matrix will add a level of advanced support to the equipment maintenance shop, reducing downtime of equipment for needed repairs.

This change will result in a $2,475 annual increase. The department has the funds within their salaries line item and a budget amendment is not required.

Budget/Impact: Expenditure of $2,475.

Recommended Action: Motion to approve the attached resolution for the Reclassification of the Marion Oaks Maintenance Technician Equipment Operator position, pay grade 8-10, to a Marion Oaks Maintenance Technician/Equipment Operator position, pay grade 8-12, within the MSTU Department HH512541.

Resolution 21-R-166 is entitled:

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, PROVIDING FOR THE RECLASSIFICATION OF MARION OAKS MAINTENANCE TECHNICIAN EQUIPMENT OPERATOR, PAY GRADE 8-10; TO A MARION OAKS MAINTENANCE TECHNICIAN EQUIPMENT OPERATOR, PAY GRADE 8-

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12; WITHIN THE MSTU DEPARTMENT HH512541; ALONG WITH THE CORRESPONDING JOB DESCRIPTION AND PAY GRADE AND INCORPORATING THE FOREGOING ACTIONS INTO THE MARION COUNTY CLASSIFICATION PLAN.

7.5.4. Request Approval of Resolution for the Creation of One (1) Conservation Technician Position, Pay Grade 12, Within the Marion County Soil and Water Conservation District Department Budget AA147537 and the Approval of the Inter-local Agreement Between the Marion County Board of County Commissioners and the Marion Soil and Water Conservation District (MSWCD) (Budget Impact - Neutral)

The Board accepted the following recommendation to adopt Resolution 21-R-167 as presented by HR Director Tart:

Description/Background: Marion Soil and Water Conservation District (MSWCD) is an independent special district serving Marion County. The mission of the MSWCD is to provide the administration of programs to conserve soil and improve water quality and quantity on private lands in Marion County.

The Florida Department of Agriculture and Consumer Services (FDACS), Office of Agricultural Water Policy (OAWP), is authorized to develop and adopt agricultural Best Management Practices (BMPs) and to assist agricultural producers with BMP implementation. In order to facilitate BMP implementation and verification within the Suwannee River, St. Johns River, and Southwest Florida Water Management District (SRWMD, SJRWMD, and SWFWMD), FDACS has contracted with various soil and water conservation districts to provide technical assistance to producers with BMP enrollment and implementation as well as compliance with SB 712 - Clean Waterways Act.

In order to increase BMP implementation assistance, FDACS has contracted with MSWCD to fund two (2) technician positions to carry out these duties. MSWCD has found it challenging to fill these positions with qualified contract employees (1099). In an effort to improve recruitment of these positions, MSWCD reached out to other districts within the state for guidance; many districts have inter-local agreements with their counties to assist in implementation of these positions.

The MSWCD is requesting the Marion County Board of County Commissioners to employ the Conservation Technician positions on behalf of the MSWCD. The MSWCD will reimburse the County for the full loaded cost of the positions as outlined in the attached inter-local agreement. One (1) existing position was grandfathered in as a 1099 contractual labor position and will remain employed through the District, until such time the position is no longer occupied. At that point, the second Conversation Technician position would fall under the terms as laid out in the attached Agreement. If at any time funding for these positions is lost, the County has no obligation to continue employment.

Budget/Impact: Neutral.

Recommended Action: Motion to approve a Resolution for the creation of one (1) Conservation Technician position, pay grade 12, within the Marion County Soil and Water Conservation District department AA147537 and approval of the inter-local agreement between the Marion County Board of County Commissioners and the Marion Soil and Water Conservation District.

Resolution 21-R-167 is entitled:

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A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, PROVIDING FOR THE CREATION OF ONE (1) CONSERVATION TECHNICIAN, PAY GRADE 12; WITHIN THE MARION COUNTY SOIL AND WATER CONSERVATION DISTRICT DEPARTMENT AA147537; ALONG WITH THE CORRESPONDING JOB DESCRIPTION AND PAY GRADE AND INCORPORATING THE FOREGOING ACTIONS INTO THE MARION COUNTY CLASSIFICATION PLAN.

7.6. Parks and Recreation:

7.6.1. Request Approval of Horse Fever 2020 Horse Donation and Letter Recognizing Marion Cultural Alliance and Anonymous Donors (Budget Impact None)

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

Description/Background: The year 2020 marks the 20th Anniversary of the Marion Cultural Alliance's (MCA) Horse Fever public art initiative. In the later months of 2020, the Parks and Recreation Department was approached by the MCA with the possibility of a horse being displayed at a county park.

The Department proposed that a sports-themed painted horse be displayed at Rotary Sportsplex to tie in to the 2020/2021 Cal Ripken 8U World Series event coming to the park in August 2021. The logo created for the World Series includes an image of a horse in recognition of equine industry in Marion County.

In partnership with the County's Parks and Recreation Department, Marion Cultural Alliance obtained an anonymous donor to cover the costs to commission "Slugger" at no cost to Marion County. "Slugger" was designed and painted by the artist Gene Hotaling and features a predominantly baseball theme with some soccer nuances to fit the activities that occur at Rotary Sportsplex.

Upon approval of accepting this donated piece of public art, a location at the park will be selected to permanently display "Slugger" thus allowing the thousands of players, spectators and park visitors who frequent the park to see the horse.

Marion County is grateful for the consideration by MCA to obtain "Slugger" and for the donors who provided the funding needed to allow this to occur.

Budget/Impact: None.

Recommended Action**:** Motion to accept Horse Fever 2020 "Slugger" and authorize Chairman to sign attached letter recognizing MCA and anonymous donors.

7.7. Procurement Services:

7.7.1. Request Approval of Second Contract Renewal: 19B-111, Yard Waste and Mulching - D&G Solutions Group LLC, Ocala, FL (Budget Impact - Neutral; annual expenditure of $487,066 as approved in FY 20/21 budget)

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

Description/Background: On March 19, 2019, the Board approved a contract with D&G Solutions Group LLC (D&G) for yard waste mulching and disposal. Yard waste at the Baseline Landfill and the 18 recycling centers is comprised of green and dried material such as: leaves, limbs, fronds, branches, and dirt collected from residential and commercial sources. This material is transferred to a location toward the rear of Baseline Landfill so the contractor can conduct operations out

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of the general public's access. Citing an increase in the cost of fuel, D&G has requested a rate increase of 1.4%, to be effective May 1, 2021. This would increase the grinding portion of the contract from $13.75 to $13.94 per ton; meanwhile, the transportation portion of the contract would remain the same at $2.50 per ton. This brings the price to $16.44 per ton to process and haul. The contractor has complied with the original agreement's terms and conditions, which includes up to (4) annual renewal options. Solid Waste has provided a positive evaluation, and Environmental Services Director, Jody Kirkman, recommends a one (1) year renewal.

Attached for review is a draft modification. Pending approval at today's meeting, it will be sent to D&G Solutions Group LLC for signature and upon return, will be forwarded for the County Attorney's, Clerk's, and Chairman's signatures.

Budget/Impact: Neutral; expenditure shall not exceed $487,066 as approved in FY 20/21 budget.

Recommended Action: Motion to approve rate increase and allow staff to issue contract renewal and, upon approval by Legal, authorize the Chairman to execute the Second Contract Renewal with D&G Solutions Group LLC under 19B-111.

7.7.2. Request Approval of Selection Committee Recommendation: 21P-060, Debris Response Operations, Phase 3 Debris Monitoring Services - Tetra Tech Disaster Recovery - Pasadena, CA (Budget Impact - Neutral; ceiling price of $30,000 at the time of a disaster, as approved in the FY 20/21 budget)

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

Description/Background: On behalf of the Marion County Office of the County Engineer (OCE), Procurement advertised a Request for Proposal (RFP) for debris monitoring services to monitor roadway debris clearance (first push efforts) during an emergency event response period. The work will include damage assessments and monitoring debris clearance activities in an effort to restore essential traffic.

Two (2) submittals were received, evaluated, and scored by the Selection Committee: John Mansfield, George White, and Michael McCain.

The selection Committee recommended Tetra Tech Disaster Recovery, working out of their local Orlando office, as the highest scoring qualified firm as shown below:

FIRM - ***City, State***	SCORE	RANK
Tetra Tech Disaster Recovery - Pasadena, CA	210	1
DebrisTech, LLC - Picayune, MS	190	2

OCE and Procurement negotiated with Tetra Tech regarding the final scope of work, time allocation, and rates.

Attached for review is a contract draft and pending approval at today's meeting, it will be sent to the consultant for execution as written and upon return and approval by the County Attorney, will be routed for the Clerk and Chairman signatures.

Budget/Impact: Neutral; contract value ceiling price $30,000.

Recommended Action: Motion to approve recommendation and allow staff to issue contract, and upon approval by Legal, authorize the Chairman to execute the contract with Tetra Tech Disaster Recovery under RFP 21P060.

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7.7.3. Request Approval of Selection Committee Recommendation: 21P-061, Debris Response Operations, Phase 4 Debris Monitoring Services - Tetra Tech Disaster Recovery - Pasadena, CA (Budget Impact - Neutral; ceiling price of $3,000,000 at the time of a disaster, as approved in the FY 20/21 budget)

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

Description/Background: On behalf of the Marion County Office of the County Engineer (OCE), Procurement advertised a Request for Proposal (RFP) to select a debris monitoring service for the monitoring of debris collection, staging, and disposal during an emergency event recovery period. The work will include damage assessments, reporting, and monitoring of debris related activities such as collection, transportation, staging, reduction, or other processing, and final disposal in an effort to recover from an event.

Three (3) submittals were received, evaluated, and scored by the Selection Committee: John Mansfield, George White, and Michael McCain. The Selection Committee recommended Tetra Tech Disaster Recovery, working out of their local Orlando office, as the highest scoring qualified firm as shown below:

FIRM - City, State	SCORE	RANK
Tetra Tech Disaster Recovery - Pasadena, CA	210	1
Thompson Consulting Services - Lake Mary, FL	180	2
DebrisTech, LLC - Picayune, MS	170	3

OCE and Procurement negotiated with Tetra Tech regarding the final scope of work, time allocation, and rates.

Attached for review is a contract draft and pending approval at today's meeting, it will be sent to the consultant for execution as written and upon return and approval by the County Attorney, will be routed for the Clerk and Chairman signatures.

Budget/Impact: Neutral; contract value ceiling price $3,000,000.

Recommended Action: Motion to approve recommendation and allow staff to issue contract, and upon approval by Legal, authorize the Chairman to execute the contract with Tetra Tech Disaster Recovery under RFP 21P061.

7.7.4. Request Approval of Contract Execution: 20Q-161, Construction Managers - Dinkins Construction LLC (Ocala, FL), Cullison-Wright Construction Corp. (Ocala, FL), Ethridge Construction of Marion County, Inc. (Ocala, FL), D.E Scorpio Corporation (Gainesville, FL), Ausley Construction Company LLC (Ocala, FL), and Charles Perry Partners, Inc. (Gainesville, FL) (Budget Impact - None)

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

Description/Background: At the December 1, 2020 Board meeting, Procurement brought before the Board the Request for Approval of Selection Committee Recommendation for Request for Qualifications (RFQ) 20Q-161) Construction Managers. Since Board approval, Facilities Management has been working alongside Procurement to draft a Contract to reflect current market rates and create consistency in the Construction Manager process. Please see below proposed rates.

Project Value (Construction Budget)	Fee%
Project value up to $1,000,000	8% of total Project value
Project value from $1,000,001 to $2,000,000	7% of total Project value

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Project value from $2,000,001 to $3,000,000 6.5% of total Project value
Project value from $3,000,001 to 4,000,000 6% of total Project value

Attached are the draft Contracts. Pending approval at today's meeting, they will be sent out to the firms as written and, upon return, will be forwarded for the County's Attorney's, Clerk's, and Chairman's signatures.

Budget/Impact: None; Task Orders will be negotiated individually, as assigned. Task Orders that exceed the $50,000 threshold will be brought before the Board for review and approval.

Recommended Action: Motion to approve Contract draft, allow Staff to issue Contracts, and upon approval by Legal, authorize the Chairman to execute Contracts to firms listed, under RFQ 20Q-161.

7.7.5. Request Approval of Bid Award: 21B-100, US 441 Forcemain Extension Phase 2 - Hartman Civil Construction Co., Inc., Ocala, FL (Budget Impact - Neutral; expenditure of $393,700 as approved in FY 20/21 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 construction of approximately 5,420 linear feet of 12" forcemain along SE 143rd Lane, SE 87th Terrace Road, SE 142nd Lane, SE 90th Court, SE 140th Place, and SE 91st Terrace from US Hwy 441. This forcemain will connect the south end of Spruce Creek Golf and Country Club sewer system to the Stonecrest Waste Water Treatment Facility (WWTF). Six (6) contractors responded, with Hartman Civil Construction Co., Inc. (Hartman) submitting the lowest bid. The tabulation is below:

FIRM NAME - *LOCATION*	BID
Hartman Civil Construction - *Ocala*	$393,700.00
T&C Underground - *Ocala*	$446,275.00
Marion Rock - *Ocala*	$467,982.00
Onyx Site Services - *Palatka*	$533,335.25
Zorrn - *Ocala*	$568,431.31
Eco-2000 - *Bushnell*	$729,320.00

Environmental Services Director, Jody Kirkman, supports Staff's recommendation to award this contract to Hartman. Funds for this project in the amount of $125,984 will be reimbursed through a St. John's River Water Management District (SJRWMD) grant.

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

Budget/Impact: Neutral; total contract value shall not exceed $393,700 with $125,984 being reimbursed through SJRWMD grant. Up to ten percent (10%) contingency is allowed in accordance with the Procurement manual.

Recommended Action: Motion to approve recommendation and allow staff to issue contract, and upon approval by Legal, authorize the Chairman to execute contract with Hartman Civil Construction Co., Inc. under 21B-100.

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7.7.6. Request Approval of First Contract Renewal: 18P-112, Combined Mowing and Litter - Extreme Enterprises of Marion County, Inc., Ocala, FL (Budget Impact - Neutral; annual expenditure of $1,390,000 as approved in FY 20/21)

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

> Description/Background: On March 20, 2018, the Board approved a contract with Extreme Enterprises of Marion County, Inc. for combined roadside, slope, and finish mowing countywide, with roadside and slope mowing for the SE and SW quadrants. Litter pickup and removal in these areas are also included. Contract award allows for two (2), two (2) year renewals. This is the first two (2) year renewal after the initial three (3) year term. The Office of the County Engineer (OCE) has provided positive evaluation, and OCE Director, Tracy Straub, recommends a two (2) year renewal.
>
> Attached for review is a draft modification. Pending approval at today's meeting, it will be sent to Extreme Enterprises of Marion County, Inc. for signature and upon return, will be forwarded for the County Attorney's, Clerk's, and Chairman's signatures.
>
> Budget/Impact: Neutral; expenditure shall not exceed $1,390,000 as approved in FY 20/21 budget.
>
> Recommended Action: Motion to approve contract renewal and allow staff to issue contract renewal and, upon approval by Legal, authorize the Chairman to execute the First Contract Renewal with Extreme Enterprises of Marion County, Inc. under 18P-112.

In response to Commissioner Zalak, County Engineer Tracy Straub, OCE, advised that she does not have the figures relating to litter pick up. She stated this Item is a continuation of the contract that was negotiated in 2018, noting enhanced mowing cycles and enhanced litter pick up occurred at that time. The contractor does add in specific opportunities in the non-mowing season and on finished roads (curb and gutter), the contractor added additional work to aid them in keeping up with the cycle.

Commissioner Zalak questioned whether Solid Waste monitors the contractor's tonnage Mr. Kirkman advised that the Solid Waste Department does monitor the contractor's tonnage and that of all the litter crews. He noted the report included is from February and updated statistics can be provided.

In response to Commissioner Zalak, Ms. Straub stated "in house" mowing includes the north side of the County and the small crew there will pick up some trash in front of them, noting coordination takes place to have the litter crew run in front of the mowing, but due to timing issues there can be a delay between the 2 operations.

Commissioner Zalak questioned what classification type the contractor will fall under. Mr. Kirkman stated he could get that information for the Board.

In response to Commissioner Zalak, Ms. Straub advised that there are 8 full-service cycles on curb and gutter roads, 6 cycles on regular roadside, 2 cycles on designated slope areas (usually at bridge approaches), and 1 cycle on graded roads. There are 2 additional litter pickups done during non-mowing season, and there are 2 specific cycles performed from December through March. She noted this related to roadside only.

A motion was made by Commissioner Zalak, seconded by Commissioner Bryant, to approve and allow staff to issue contract renewal and, upon approval by Legal, authorize the Chairman to execute the First Contract Renewal with Extreme Enterprises of Marion County, Inc. under 18P-112. The motion was unanimously approved by the Board (5-0).

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7.7.7. Request Approval of Bid Award: 21B-081, US 27 at CR 225A Intersection Improvement - Commercial Industrial Corp., Ocala, FL (Budget Impact - Neutral; expenditure of $6,628,268 as approved in the FY 20/21 budget)

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

Description/Background: On behalf of the Office of the County of Engineer (OCE), Procurement Services advertised a bid to widen the existing roadways/intersection into four (4) lane divided roadways/intersection with turn lanes, bike lanes, curb and gutter, concrete sidewalks, shared use path, median, storm drainage retention areas, pavement markings, traffic signalization, ditches, berms, driveways, water mains, and sanitary sewer mains. Four (4) submittals were received, with one (1) deemed non-responsive due to an incomplete submittal. County Engineer, Tracy Straub, requests to contract with Commercial Industrial Corp. (CIC), the lowest responsive bidder based on the tabulation below:

CONTRACTOR NAME - City	BID
Commercial Industrial Corp. - Ocala, FL	$6,628,268.26
Anderson Columbia - Ocala, FL	$6,807,027.07
CW Roberts Contracting - Ocala, FL	$7,335,968.01
Craggs Construction Company - Ocala, FL	Incomplete

Attached for review is a contract draft. Pending approval at today's meeting, it will be sent for the contractor's signatures and upon return, will be routed to the County Attorney, Clerk and Chairman for signatures.

Budget/Impact: Neutral; project cost is $6,628,268. Up to fifteen percent (15%) contingency may be added to the purchase order in accordance with the Procurement Manual.

Recommended Action: Motion to approve recommendation and allow staff to issue contract, and upon approval by Legal, authorize the Chairman to execute contract with Commercial Industrial Corp., the lowest responsible bidder for 21B-081.

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

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

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

Pending Requisition/Data Flow Systems, Inc. - Marion County Utilities requests approval to purchase System Control and Data Acquisition (SCADA) systems for the following five (5) water treatment plants (WTP): Spruce Creek Country Club WTP #1 ($27,650), Kunal WTP ($27,650), Spruce Creek South WTP #1 ($27,650), Spruce Creek South WTP #2 ($25,700), Golden Ocala WTP #2 ($27,650) and two (2) WTP program upgrades for Ashley Farms WTP ($3,418), and Salt Springs WTP ($2,118). The SCADA systems will allow the department to have remote access to the facilities to allow for control and monitoring. **Total Expenditure $141,836; funds are available in line ZF448536-563102.** *This system was approved by the BCC on June 6, 2010 as a standardization under 10ST-194.*

Recommended Action: Motion to approve requested purchases.

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7.8. Transportation - County Engineer:

7.8.1. Request Approval of a Proposed Short Term Lease Between Paddock Mall, LLC and Marion County (Budget Impact - Neutral; expenditure of $6,800)

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

Description/Background: This is a request to approve a short-term Lease between Paddock Mall, LLC and Marion County for four (4) months effective March 15, 2021 through July 2021 for Unit 328A containing approximately 1,100 square feet and the rental amount is $6,800 ($1,700 per month for four (4) months) with no security deposit.

The leased space is for the operation of the COVID-19 Vaccination Clinic Command Center being used as an office for planning and logistics meetings, state and local conference calls, and support services for the Vaccination Clinic. Staffing in the Command Center includes, but is not limited to, the Incident Commander, logistics lead, safety lead, Department of Health leaders, Marion County Emergency Management, and is operational during all hours of the vaccination clinic.

Budget/Impact: Neutral; expenditure of $6,800 (General Fund - Rentals & Leases - Buildings - AA33851-544401).

Recommended Action: Motion to approve the short-term Lease associated with the COVID-19 Vaccination Clinic Command Center and authorize the Chair and Clerk to execute the same.

7.8.2. Request Approval of a Corrective Statute 125 Deed Between Marion County and Bradford 159 P2, LLC (Budget Impact - None)

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

Description/Background: This is a request to approve a Corrective Statute 125 Deed associated with a previously transferred ten (10) acre parcel by Marion County to Bradford Executive Holdings, LLC dated March 7, 2019 and recorded in OR Book 6933 Page(s) 1890-1891. The proposed Corrective deed amends the name of the Grantee to Bradford 159 P2, LLC, which will match the name of the party that originally conveyed the property to Marion County on January 16, 2017 and recorded in OR Book 6558 Page(s) 1769- 1771. In addition, language has been included pertaining to the transfer of phosphates, minerals, and metals or any interest in petroleum found in Chapter 270.11 F.S.

Budget/Impact: None

Recommended Action: Motion to approve the Corrective Statute 125 deed and authorize the Chair and Clerk to execute the same.

7.8.3. Request Approval of an Estoppel Certificate Together with an Assignment, Assumption, and First Amendment to Ground Lease Between Marion County, Watts Water Quality and Conditioning Products, LLC (Assignor) and Aero Property Partners of Florida, LLC (Assignee) Located at the X35 Marion County Airport (Budget Impact - None)

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

Description/Background: This is a request for approval of an Estoppel Certificate together with an Assignment, Assumption, and First Amendment to Ground Lease between Marion County, Watts Water Quality and Conditioning Products, LLC

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(Assignor) and Aero Property Partners of Florida, LLC (Assignee) located at the X35 Marion County Airport.

Watts Water Quality and Conditioning Products, LLC (Assignor) provided notification in Fall 2020 that they are unfortunately closing this facility and are seeking an assignment of their ground lease. The Special Use Permit for Aero Property Partners of Florida, LLC (Assignee) was approved by the Board of County Commissioners during the March 16, 2021 meeting; they have also obtained approval from the Federal Aviation Administration. The terms and conditions of the Ground Lease remain in full force and effect.

Budget/Impact: None.

Recommended Action: Motion to approve the Estoppel Certificate together with an Assignment, Assumption, and First Amendment to Ground Lease, and authorize the Chair and Clerk to execute the same.

7.9. Utilities:

7.9.1. Request Approval for Water Main Extension Connection Agreement Number 20-SA-19-O Between Baken Homes, LLC and Marion County Utilities (Budget Impact - None)

The Board accepted the following recommendation as presented by Environmental Services Director Jody Kirkman:

Description/Background: The Water Main Extension Connection Agreement requires the Owner to perform necessary improvements to obtain water service to the lot. The extension constructed to serve the owner's parcel will also create a benefit for five (5) other parcels.

Budget/Impact: None.

Recommended Action: Motion to approve and authorize the Chairman to sign the Water Main Extension Connection Agreement Number 20-SA-19-O.

7.9.2. Request Approval for Water Main Extension Connection Agreement Number 20-SA-30-O Between D32 Invest, LLC and Marion County Utilities (Budget Impact - None)

The Board accepted the following recommendation as presented by Environmental Services Director Kirkman:

Description/Background: The Water Main Extension Connection Agreement requires the Owner to perform necessary improvements to obtain water service to two (2) lots. The extension constructed to serve the owner's parcels will also create a benefit for four (4) additional parcels.

Budget/Impact: None.

Recommended Action: Motion to approve and authorize the Chairman to sign the Water Main Extension Connection Agreement Number 20-SA-30-O.

7.9.3. Request Approval for Water Main Extension Connection Agreement Number 20-SA-32-O Between D32 Invest, LLC and Marion County Utilities (Budget Impact - None)

The Board accepted the following recommendation as presented by Environmental Services Director Kirkman:

Description/Background: The Water Main Extension Connection Agreement requires the Owner to perform necessary improvements to obtain water service to the lot. The extension constructed to serve the subject's parcel will also create a benefit for one (1) additional parcel.

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Budget/Impact: None.
Recommended Action: Motion to approve and authorize the Chairman to sign the Water Main Extension Connection Agreement Number 20-SA-32-O.

7.9.4. Request Approval for Water Main Extension Connection Agreement Number 20-SA-39-O Between D32 Invest, LLC and Marion County Utilities (Budget Impact - None)
The Board accepted the following recommendation as presented by Environmental Services Director Kirkman:

Description/Background: The Water Main Extension Connection Agreement requires the Owner to perform necessary improvements to obtain water service to their lot, without any benefit to other surrounding parcels.
Budget/Impact: None.
Recommended Action: Motion to approve and authorize the Chairman to sign the Water Main Extension Connection Agreement.

7.9.5. Request Approval for Water Main Extension Connection Agreement Number 20-SA-37-O Between D32 Invest, LLC and Marion County Utilities (Budget Impact - None)
The Board accepted the following recommendation as presented by Environmental Services Director Kirkman:

Description/Background: The Water Main Extension Connection Agreement requires the Owner to perform necessary improvements to obtain water service to their lot. The extension constructed to serve the Owner's parcel will also create a benefit for six (6) additional parcels.
Budget/Impact: None.
Recommended Action: Motion to approve and authorize the Chairman to sign the Water Main Extension Agreement.

7.9.6. Request Approval for Water Main Extension Connection Agreement Number 20-SA-52-O Between Perfect Deed Homes, LLC and Marion County Utilities (Budget Impact - None)
The Board accepted the following recommendation as presented by Environmental Services Director Kirkman:

Description/Background: The Water Main Extension Connection Agreement requires the Owner to perform necessary improvements to obtain water service to their three (3) lots. The extension constructed to serve the Owner's parcel will also create a benefit for one (1) additional parcel along the route.
Budget/Impact: None.
Recommended Action: Motion to approve and authorize the Chairman to sign the Water Main Extension Connection Agreement Number 20-SA-52-O.

7.9.7. Request Approval for Water Service Agreement Number 19-SA-10 Between Bobcat Enterprises, LLC and Marion County Utilities (Budget Impact - None)
The Board accepted the following recommendation as presented by Environmental Services Director Kirkman:

Description/Background: The Water Service Application, Permit, and Customer Service Agreement required the Owner to perform necessary improvements to obtain water service to their lot. The extension constructed to serve the subject parcel on the accompanying Addendum identifies the certified construction cost for the three (3) additional benefitting parcels along the route.

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Budget/Impact: None.
Recommended Action: Motion to approve and authorize the Chairman to sign the Water Service Agreement Number 19-SA10.

8. COUNTY ATTORNEY: NONE

9. COUNTY ADMINISTRATOR:

9.1. Request Approval of a First Amendment to Lease of Portion of Fire Station Between the City of Ocala and Marion County

County Administrator Mounir Bouyounes, Administration, presented the following recommendation from County Engineer Straub, OCE:

Description/Background: This item has been continued from the March 16, 2021 regularly scheduled Board of County Commissioners (BCC) meeting to confirm the overall square footage being utilized in the City Fire Station #6 by County Emergency Medical Services (EMS) staff. Additionally, this has allowed time for the BCC Chairman to meet with the City Council President to discuss the proposed Amendment.

This Amendment provides for an increase of the annual rental rate up to $12 per square foot (SF) from $600/month to $1,180/month, along with an update to Section 18.8 Notice. The overall leased "premises" as a satellite office for EMS contains approximately 1,180 SF, which comprises of 823 SF non-exclusive common areas such as break rooms, downstairs restrooms/showers, downstairs workout room, upstairs laundry room, parking, and upstairs dayroom and kitchen (subject to availability in coordination with the Station Captain). The remaining 357 SF provides for two (2) bunk rooms and a supply area.

The Board approved a budget amendment during the March 2, 2021 Board meeting to cover this increase through the end of the fiscal year. Funding is from the Emergency Medical Services (EMS) Fund - Professional Services - Medical to EMS Fund - Rental and Leases - Buildings.

Please note that staff has been reviewing vacant land sites in strategic locations to potentially build a new facility to handle additional crews, and has inspected other improved sites to accommodate the operation of EMS. The County is to provide sufficient notice to the City, as outlined within the existing Lease and proposed Amendment, should a cost efficient option arise. Staff recommends approval of the Amendment.

Budget/Impact: Neutral; expenditure of $1,180/month (EMS Fund - Rentals and Leases - Buildings - AA305526-544401)

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

Mr. Bouyounes advised that the Chairman had an opportunity to meet with the City of Ocala's Council President and they discussed how the increase in rent came about, noting this is the most feasible option at this time and the County is looking for an exit as soon as possible. He stated more capacity will be needed in the area eventually and it is in the 5 year CIP. The County will locate a piece of property where a new Fire Station will be built in the general area of State Road (S.R.) 200 and Interstate 75 (I-75).

Chairman Gold advised that he had a good conversation with the President of the Ocala City Council and many points were discussed, noting areas for improvements were identified on both sides.

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In response to Commissioner Bryant, Chairman Gold stated CARES Act funding was discussed as was the letter sent by the City of Ocala advising of an increase in rent. Chairman Gold advised that he made the comment the County will do whatever is necessary to protect the west side of Ocala with Fire Rescue services. He stated the price of the rental space was reevaluated, noting the Ocala Fire Rescue (OFR) Chief was directed to look at everything at that site. The OFR Chief performed a breakdown of the space utilization within that premise and came up with a figure of $2,700.00. There was another discussion that resulted in the current amount of $1,180.00 per month. Chairman Gold advised that the Ocala City Manager stated there would not be an eviction of MCFR from that site.

Chairman Gold stated CARES Act funding was discussed and he reiterated the purpose of how these funds were put in the budget was for exactly how they are being used today with the State Attorney's Office and the Judges.

In response to Commissioner Bryant, Chairman Gold advised that the City Manager for Ocala stated her Procurement team wrote the original letter and she sent the email.

Commissioner Stone expressed disappointment in the outcome of these discussions and the City of Ocala not looking at the arrangement as a partnership for the citizens of Marion County that live within the City limits.

Chairman Gold stated there have been other conversations with the Ocala Council President who was not aware of some items, including Emergency Management issues.

Commissioner Stone questioned whether the County could choose not to execute the lease and stay with the current rate until another location is secured. Chairman Gold advised that the City of Ocala wants to keep the negotiated rate of $1,180.00.

In response to Commissioner Stone, Chairman Gold stated the cost of another facility that can house 2 ambulances with a cooking station and more, would likely be more than $1,100.00. He advised that if the Board would like for him to go back and try to renegotiate the amount, he is willing.

Commissioner Bryant expressed concern regarding how the matter was handled by the City of Ocala.

A motion was made by Commissioner Curry, seconded by Commissioner Zalak, to approve the amendment.

Commissioner Bryant expressed concern with how this matter was handled, noting those involved know there is a process by which Governmental entities work when it comes to budgeting and expenditures, and to ask for an increase right after the fiscal year approval of County budgets is not appropriate. She commented on the terms of the lease, noting she will not support this agreement because this should be treated as a partnership due to the services provided by MCFR.

The motion passed by a vote of 3-2, with Commissioner Bryant and Commissioner Stone dissenting.

9.2. Request Approval to Submit the Lowell Area Central Water System Funding Request Through the Community Project Funding Program of Federal Appropriations

Assistant County Administrator (ACA) Jeannie Rickman, Administration, presented the following recommendation:

> Description/Background: The Lowell Area, located in Northwest Marion County, includes the Florida Fire College which has been identified with onsite groundwater contamination by perfluorooctanoic acid (PFOA) and perfluorooctanesulfonic acid (PFOS), as well as soil contamination detected above the Florida Department of Environmental Protection's ("FDEP") provisional cleanup target levels. FDEP

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advised the Florida Department of Health ("DOH") of these results and directed the DOH to develop and implement a community sampling plan. As of September 26, 2019, one-hundred seventy (170) supply wells have been sampled; water produced by fifteen (15) of these wells had levels of PFOA/PFOS above the Health Advisory Level. Exhibit "A" is the map of DOH's sampling plan.

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. (Reference Exhibit "B" - Fire Contamination Area - NW Gainesville Road map). The proposed 12-inch water line extension is approximately 23,875 feet or 4.52 miles in length with valves, fire hydrants and a water booster station included. The estimated cost of design, permitting and construction is $3,446,105.

NW Gainesville Road Water Main Extension	
Estimates based on bid prices received for previous water main projects	
12" Water Main	
Task	***Cost***
Design, Survey, and Permitting (15%)	$388,125
Construction	$2,637,500
Contingency (10%)	$420,480
Total	**$3,446,105**

The funding request will be submitted to our congressional leaders for consideration. Under the Interior and Environmental Programming with the Federal Environmental Protection Agency, approximately 50% of matching funds may be required, although this has not been determined at yet. Staff is confident the matching funds will be available for completion of the above project through the American Rescue Plan funding allocation.

Budget/Impact: None.

Recommended Action: Motion to approve the request to submit the Lowell Area Central Water System project as a Federal appropriation request under the Interior and Environmental Program with the Federal Environmental Protection Agency.

Mr. Bouyounes stated there is a known contamination problem in Lowell, noting this item provides an opportunity to apply for an earmark project from the Federal Government. He advised that there will be a local match, but it is 20% instead of 50% as documented in the Agenda, and Rescue Funding can be used for the match.

Mr. Bouyounes recommended the Board authorize staff to submit the application, noting this would allow a water line to be run from Highway 326 all the way up Highway 329, allowing the County to serve the Fire College and the Fire Station that will be built on that site. He advised that users will be paying for that service if the County can get the funds for the Capital Improvement.

A motion was made by Commissioner Bryant, seconded by Commissioner Zalak, to approve the request to submit the Lowell Area Central Water System project as a Federal appropriation request under the Interior and Environmental Program with the Federal Environmental Protection Agency. The motion was unanimously approved by the Board (5-0).

9.3. Request Approval to Reject all Submittals: 20P-061, Unified Emergency Communications Platform

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Description/Background: On behalf of Marion County Fire Rescue (MCFR), in partnership with Ocala Fire Rescue (OFR), Ocala Police Department (OPD), and Marion County Sheriff's Office (MCSO), Procurement advertised a Request for Proposals (RFP) for a common Computer-Aided Dispatch (CAD) software platform for all emergency telecommunications and first responders. Five (5) firms responded and their submittals were reviewed and scored by selection committee members Josh Sasso (OPD), Captain Brian Dotten (MCSO), Chief Craig Damien (MCFR), Captain Mike Calhoun (OFD), and Chief Rodney Mascho (MCFR) and four (4) firms were short-listed and provided a second stage of questions, resulting in the Selection Committee's ranking below:

Firm - Location	Max Points (500)	Rank
Hexagon - Madison, AL	455	1
CIS - Skokie, IL	433	2
Central Square - Lake Mary, FL	411	3
Smart Cop - Pensacola, FL	408	4

With the scores being so close, the Selection Committee requested site visits to one (1) customer from each of the four (4) firms. COVID-19 restrictions did not allow for the site visits to take place and the RFP was placed on an indefinite hold. At this time, the agencies have requested not to move forward with this RFP. Procurement Services is recommending rejection of all submittals and closing the RFP.

Budget/Impact: None.

Recommended Action: Motion to reject all submittals and close RFP 20P-061.

Mr. Bouyounes stated all the Chiefs came to agreement that they do not want to continue pursuing this endeavor. He advised that the County is happy with the Computer-Aided Dispatch (CAD) system at the Communications Center. There are 4 companies that have been short-listed, and there is a lot more vetting to be done before a selection is made. Mr. Bouyounes stated any of the partners can use that list to do what they please with it, but the County is recommending rejecting all the proposals and to continue using the CAD system in place today.

A motion was made by Commissioner Bryant, seconded by Commissioner Stone, to reject all submittals and close RFP 20P-061. The motion was unanimously approved by the Board (5-0).

10. COMMITTEE ITEMS:

10.1. Rainbow Lakes Estates MSD Advisory Board - Request Acceptance of One (1) Resignation and Approval to Advertise for a Full Member for an Unexpired Term

Executive Assistant Nadja M. Griffis, Commission Office, presented the following recommendation:

Description/Background: Karen Crowley-Keen has tendered her resignation from the Rainbow Lakes Estates MSD Advisory Board, effective immediately. Ms. Crowley-Keen is currently serving as a full member in a term that expires February 2022.

Budget/Impact: None.

Recommended Action: Motion to accept Ms. Crowley-Keen's resignation and approve advertisement for the Rainbow Lakes Estates MSD Advisory Board for a full member in an unexpired term.

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A motion was made by Commissioner Bryant, seconded by Commissioner Zalak, to accept Ms. Crowley-Keen's resignation and approve advertisement for the Rainbow Lakes Estates MSD Advisory Board for a full member in an unexpired term. The motion was unanimously approved by the Board (5-0).

10.2. Pine Run MSTU Advisory Council - Request Acceptance of One (1) Resignation and Approval to Advertise for a Full Member in an Unexpired Term

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

Description/Background: Jim Flickinger has tendered his resignation form the Pine Run MSTU Advisory Council, effective immediately. Mr. Flickinger currently serves as a full member in a term that expires June 2024.

Budget/Impact: None.

Recommended Action: Motion to accept Mr. Flickinger's resignation form the Pine Run MSTU Advisory Council and approval to advertise for a full member in an unexpired term.

A motion was made by Commissioner Bryant, seconded by Commissioner Zalak, to accept Mr. Flickinger's resignation form the Pine Run MSTU Advisory Council and approval to advertise for a full member in an unexpired term. The motion was unanimously approved by the Board (5-0).

11. NOTATION FOR ACTION:

11.1. Request Approval to Schedule and Advertise a Public Hearing for the Creation of Kingsland Country Estates/Whispering Pines/Forest Glenn Municipal Service Benefit Unit (MSBU) for Street Lighting on Tuesday, May 4, 2021 at 10:00 a.m. or Immediately Soon Thereafter in the McPherson Governmental Campus Auditorium

MSTU Director Alan Jones, presented the following recommendation:

Description/Background: The following date is being requested for a Public Hearing associated with the proposed Kingsland Country Estates/Whispering Pines/Forest Glenn MSBU for Street Lighting in accordance with Section 125.01(1)(q), Florida Statutes.

Tuesday, May 4, 2021 at 10:00 a.m. or immediately soon thereafter

Budget/Impact: None

Recommended Action: Motion to schedule and advertise a public hearing for the creation of Kingsland Country Estates/Whispering Pines/Forest Glenn MSBU for Street Lighting on Tuesday, May 4, 2021 starting at 10:00 a.m. or immediately soon thereafter in the McPherson Governmental Campus Auditorium.

A motion was made by Commissioner Stone, seconded by Commissioner Bryant, to schedule and advertise a public hearing for the creation of Kingsland Country Estates/Whispering Pines/Forest Glenn MSBU for Street Lighting on Tuesday, May 4, 2021 starting at 10:00 a.m. or immediately soon thereafter. The motion was unanimously approved by the Board (5-0).

11.2. Request Approval to Schedule a Workshop to Consider a Proposed Ordinance Relating to the Operation of Non-Emergency Medical Transportation Services on Tuesday, May 25, 2021 at 1:30 p.m. in the McPherson Governmental Campus Auditorium

Fire Chief, James Banta, MCFR presented the following recommendation:

Description/Background: On March 2, 2021, the Board adopted a Revised Marion County Ambulance and Rescue Services Ordinance. The adoption of that

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ordinance removed the regulation of non-emergency medical transportation services within the Ambulance and Rescue Services Ordinance. During the workshop to adopt that ordinance, the Board directed staff to prepare a draft ordinance to regulate nonemergency medical transportation services within Marion County and to bring to the Board for discussion within 90 days.

After reviewing ordinances regulating similar services within other Florida counties, staff has developed a draft to consider the points of concern raised by the Board. The proposed ordinance would require all agencies transporting persons who may require specialized transportation or are confined to wheelchairs or stretchers and whose condition is such that these persons do not need, nor are likely to need, immediate medical attention during transport to apply for a permit from the county and abide by the regulations outlined in the proposed ordinance. Regulations include inspection prior to issuance of permit and annually thereafter, specific staffing requirements based on method of client transportation, background verification of drivers, training and certification requirements of staff, transportation vehicle design, insurance requirements, and records requirements. The proposed ordinance also outlines the application process, approval process, complaints, violations, etc.

Attached is a draft ordinance for the Board's consideration and a request for a workshop to be scheduled on Tuesday, May 25, 2021 at 1:30 p.m. in the McPherson Governmental Campus Auditorium.

Budget/Impact: None.

Recommended Action: Motion to schedule a workshop to consider a proposed ordinance relating to the operation of nonemergency medical transportation services on Tuesday, May 25, 2021 at 1:30 p.m. in the McPherson Governmental Campus Auditorium.

A motion was made by Commissioner Stone, seconded by Commissioner Bryant, to schedule a workshop to consider a proposed ordinance relating to the operation of nonemergency medical transportation services on Tuesday, May 25, 2021 at 1:30 p.m. The motion was unanimously approved by the Board (5-0).

11.3. Request Appointment of Jody Kirkman, P.E., Environmental Services Director, as the Marion County Representative on the Board of Directors for the Florida Governmental Utility Authority (FGUA) and Laura Borgesi, P.E., Environmental Services Deputy Director, as the Alternate Member Representative for Marion County

County Administrator Bouyounes presented the following recommendation:

Description/Background: An eight (8) member board of directors, with eight (8) alternates, governs the Florida Governmental Utility Authority (FGUA), with representatives from Citrus, Flagler, Hendry, Lee, Marion, Nassau, Pasco, and Polk counties. These board members meet monthly to represent the member systems and establish policy and priorities on issues such as expansion, rates, environmental resource management, and long-range planning. Each board member is a county employee, with expertise in water and sewer utility management, appointed by their local government. Marion County Board of County Commissioners has been a member of FGUA since November 2013. It is the County Administrator's recommendation to appoint the Environmental Services Director, Jody Kirkman, P.E., to serve as the Marion County representative and Laura Borgesi, P.E., Environmental Services Deputy Director as the alternate member representative.

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Budget/Impact: None.
Recommended Action: Motion to appoint Environmental Services Director, Jody Kirkman, P.E., as the Marion County representative on the Board of Directors for the Florida Governmental Utility Authority and Laura Borgesi, P.E., Environmental Services Deputy Director, as alternate member representative for Marion County.

A motion was made by Commissioner Stone, seconded by Commissioner Bryant, to appoint Environmental Services Director, Jody Kirkman, P.E., as the Marion County representative on the Board of Directors for the Florida Governmental Utility Authority and Laura Borgesi, P.E., Environmental Services Deputy Director, as alternate member representative for Marion County. The motion was unanimously approved by the Board (5-0).

12. COMMISSIONER ITEMS:

12.1. Commission Comments

Commissioner Stone commented on the Veteran's nursing home moving forward and a virtual 5K Run for the Springs.

Commissioner Stone advised that the County has more than $10,000,000.00 available for rent and utility assistance for those impacted by COVID-19. Those funds can be applied for by calling 211 or online by visiting uwmc.org/cap.

Commissioner Stone stated today starts National Library Week.

Commissioner Curry stated he had nothing further to add.

Commissioner Bryant stated she had nothing further to add.

Commissioner Zalak expressed appreciation for the work staff performed as part of Employee Appreciation Month.

Chairman Gold expressed his appreciation to H.R. Director Amanda Tart and all those that helped with activities related to Employee Appreciation Month and to the Public Information Office (PIO) for their hard work on a recent video featuring the Chairman. He thanked all employees for their work.

12.2. Commission Calendar

12.2.1. Present Commission Calendar

The Chairman acknowledged receipt of the Commission calendar covering the period of April 6, 2021 through April 20, 2021.

13. GENERAL PUBLIC COMMENT:

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.marioncountyfl.org.

Sandra Karwel, NE 92nd Place, Anthony, requested the County intervene regarding a jail employee who she stated has threatened her animals prior to her cats being found shot 2 days apart. She expressed concern related to the responding Sheriff's Deputies' handling of the situation, noting one of the Deputies turned off their body camera after learning the other party was a Sheriff employee at the jail.

Ms. Karwel expressed concern for other animals on her property.

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Chairman Gold advised that the Board has no authority over the Sheriff's employees, and Ms. Karwel can pursue other avenues through the State.
Jack Stackman, NE 248th Avenue Rd., stated he would like to see the bloopers from the video featuring Chairman Gold, relating to 9-1-1 Telecommunications.
Mr. Stackman commented on the funds returned by the Sheriff. He expressed concern over the lack of vetting relating to the Capital Improvement Projects proposed by the Sheriff's Office.
Chairman Gold stated each project will still have to be vetted, and the funds were put into a specific account to ensure they remain there.
Henry Munoz, Marion Oaks Boulevard, opined that the County should try to get the State to fund the request related to Item 4.3.
Mr. Munoz commented on the funds returned by the Sheriff, noting he understands the Sheriff holding on to these funds to get a project completed. He stated the MSTU he oversees does not spend all the money they collect. A lot is saved for future needs and operating costs. Mr. Munoz advised that the Board will be required to approve any projects the Sheriff proposes related to these funds.

14. NOTATION FOR RECORD:
14.1. County Administrator Informational Items:
14.1.1. Present Solid Waste Monthly Operations Report for February 2021
14.1.2. Present Notification of Extension of State of Local Emergency Related to COVID-19 Pandemic Dated March 15, 2021
14.1.3. Present Notification of Extension of State of Local Emergency Related to COVID-19 Pandemic Dated March 22, 2021
14.1.4. Present Notification of Extension of State of Local Emergency Related to COVID-19 Pandemic Dated March 29, 2021
14.1.5. Present Email Correspondence Dated March 30, 2021 Regarding Florida Department of Veterans Affairs (FDVA) Marion County Site Selection Report - Site Validation

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 the Acquisition or Disposition of Property Forms Authorizing Changes in Status, as Follows: 037704, 040237, 045672 and State Attorney's List Attached
14.4.2. Present Regular Report of Utilization of Reserve for Contingencies
14.4.3. Present Memorandum from Gregory C. Harrell, Clerk of the Circuit Court and Comptroller, Regarding the Filing of Ordinances 21-06 and 21-07 with the Secretary of State's Office
14.4.4. Present Administrative Budget Transfer Report
14.4.5. Present CARES Act Administrative Budget Transfer Report

14.5. Present for information and record, minutes and notices received from the following committees and agencies:
14.5.1. Code Enforcement Board - February 10, 2021

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14.5.2. District 5 and 24 Medical Examiner Advisory Committee - August 19, 2020
14.5.3. Housing Finance Authority - February 10, 2021
14.5.4. Silver Springs Shores Tax Advisory Council - October 13, and December 8, 2020 and February 9, 2021
14.5.5. Southwest Florida Water Management District (SWFWMD) - For Minutes and Agendas, Visit the Website at http://www.WaterMatters.org
14.5.6. St. Johns River Water Management District (SJRWMD) - For Minutes and Agendas, Visit the Website at https://www.sjrwmd.com
14.5.7. Transportation Planning Organization (TPO) - For Minutes and Agendas, Visit the Website at http://www.ocalafl.org/tpo
14.5.8. 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 2:03 p.m. with all members present, except Commissioner Zalak, who arrived shortly after the meeting commenced.

Also present were County Attorney Matthew G. Minter; County Administrator Mounir Bouyounes; ACA Angel Roussel; Environmental Services Director Jody Kirkman; and County Engineer Tracy Straub.

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

Environmental Services Director Jody Kirkman advised that Agenda Items 15.1.2. through 15.1.7. have been withdrawn.

15. DRC WAIVER REQUESTS AND REASONABLE ACCOMMODATION REQUESTS (AT 2:00PM):

15.1. DRC Waiver Requests and Public Hearings:

15.1.1. Request to Uphold DRC's Conditional Approval Regarding a Waiver Request for LDC 6.14.2.B (2)(a) - Wastewater Connection for New Single Family Residential for the Clifton & Company Homes Property, Parcel Number 8005-0806-10, Application Number 26225

County Engineer Tracy Straub, Office of the County Engineer (OCE) presented the following recommendation:

Description/Background: This property is located in Marion Oaks Unit 5 Block 806 Lot 10.

Section 6.14.2.B(2)(a) of the Land Development Code provides that new single family residential in the Urban or Rural area shall connect to a central sewer system if a sewer line from a central sewer system with available capacity is within a connection distance of 400 feet and connection may be made to the existing sewer line using a gravity line or an on-site pumping station. The applicant's statement of justification for the requested waiver is as follows:

The applicant requests a waiver to build a new single family home on Lot 10 and 11 of which Lot 11 is not within the required hook-up distance but Lot 10 is. This subdivision is not in the spring protection zone so applicant prefers to install a septic service and drainfield on Lot 10 as they will on Lot 11.

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DRC action on February 22, 2021, by a vote of 5-0, was to allow for a nitrogen reducing system for Lot 10.

The applicant requests to install a standard septic system.

Budget/Impact: None.

Recommended Action: Motion to uphold the Development Review Committee's conditional approval of the waiver request for a nitrogen reducing system on Lot 10.

Environmental Services Director Kirkman advised that staff's recommendation is to uphold the Development Review Committee's (DRC's) conditional approval of the waiver request to allow for a nitrogen reducing system.

Chris Zorn, Victoria Lane, Winter Garden, applicant, advised that he owns two properties that are side-by-side, noting lot 11 is not required to connect to the central sewer system due to being beyond the 400 feet; however, lot 10 is required to either connect or install an enhanced septic system. He stated the lots are not located within the Springs Protection Zone (SPZ) and questioned the requirement for enhanced rather than a standard septic system. Mr. Zorn advised that he owns multiple lots and the cost for enhanced systems are three times as much as a standard septic system.

Mr. Kirkman advised that the Land Development Code (LDC) is clear that any lot within a connection distance of 400 feet is required to connect to the central system.

In response to Commissioner Bryant, Mr. Kirkman clarified that if the Board requires the applicant to connect to central sewer (extend the force main) on lot 10, then lot 11 becomes within the 400 feet connection distance and that lot would also be required to connect.

General discussion ensued.

Commissioner Bryant advised that the BCC will be holding a workshop on April 14, 2021 at 2:30 p.m. to address this issue and suggested Mr. Zorn attend the workshop or watch it live on the County's website, noting the Board will also be addressing Senate Bill (SB) 719 and the effect those requirements will have on local governments.

Commissioner Zalak arrived at 2:14 p.m.

Mr. Kirkman stated the LDC does have availability allowances, noting there is a process that an applicant can go through for information on availability and what central systems are within a specific property's vicinity.

Commissioner Bryant advised that the State of Florida will eventually be requiring property owners to mandatorily connect (within 12 months) to central systems within their area if the lines are available.

General discussion resumed.

Mr. Kirkman advised that there is a payback program where if there are other properties that benefit from the line extension, the original installer/customer will be reimbursed a portion of the costs if those properties connect within 7 years.

Chairman Gold opened the floor to public comment.

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

A motion was made by Commissioner Stone, seconded by Commissioner Curry, to uphold the Development Review Committee's conditional approval of the waiver request for a nitrogen reducing system on Lot 10. The motion was unanimously approved by the Board (5-0).

15.1.2. Request to Uphold DRC's Conditional Approval Regarding a Waiver Request for LDC 6.14.2.B(2)(a) - Wastewater Connection for New Single Family Residential for the

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Mortgage Solutions & Investment Properties, Parcel Number 8003-0369-03, Application Number 26246
County Engineer Straub, OCE, presented the following recommendation:

Description/Background: This property is located in Marion Oaks Unit 3 Block 369 Lot 3.

Section 6.14.2.B(2)(a) of the Land Development Code provides that new single family residential in the Urban or Rural area shall connect to a central sewer system if a sewer line from a central sewer system with available capacity is within a connection distance of 400 feet and connection may be made to the existing sewer line using a gravity line or an on-site pumping station. The applicant's statement of justification for the requested waiver is as follows:

The applicant requests a waiver because other lots in the nearby surrounding area are installing septic systems. Applicant requests a waiver to be allowed to do the same and not be required to connect to the sewer force main.

DRC action on February 22, 2021, by a vote of 5-0, was to allow the waiver for a nitrogen reducing system in-lieu-of and if gravity ever becomes available the applicant would have to connect this lot within 365 days.

The applicant requests to install a standard septic system.

Budget/Impact: None.

Recommended Action: Motion to uphold the Development Review Committee's conditional approval of the waiver request for a nitrogen reducing system.

(Ed. Note: This Item was withdrawn prior to the meeting.)

15.1.3. Request to Uphold DRC's Conditional Approval Regarding a Waiver Request for LDC 6.14.2.B(2)(a) - Wastewater Connection for New Single Family Residential for the Aldana Contracting Property, Parcel Number 8009-1247-10, Application Number 26248
County Engineer Straub. OCE, presented the following recommendation:

Description/Background: This property is located in Marion Oaks Unit 9 Block 1247 Lot 10.

Section 6.14.2.B(2)(a) of the Land Development Code provides that new single family residential in the Urban or Rural area shall connect to a central sewer system if a sewer line from a central sewer system with available capacity is within a connection distance of 400 feet and connection may be made to the existing sewer line using a gravity line or an on-site pumping station. The applicant's statement of justification for the requested waiver is as follows:

The applicant requests a waiver because other lots in the nearby surrounding area are installing septic systems. Applicant requests a waiver to be allowed to do the same and not be required to connect to the sewer force main.

DRC action on February 22, 2021, by a vote of 5-0, was to consider as a waiver in-lieu-of allowing the nitrogen reducing system and that this lot would be required to connect within 365 days once gravity sewer is available.

The applicant requests to install a standard septic system.

Budget/Impact: None.

Recommended Action: Motion to uphold the Development Review Committee's conditional approval of the waiver request to provide a nitrogen reducing system.

(Ed. Note: This Item was withdrawn prior to the meeting.)

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15.1.4. Request to Uphold DRC's Conditional Approval Regarding a Waiver Request for LDC 6.14.2.B(2)(a) - Wastewater Connection for New Single Family Residential for the Aldana Contracting Property, Parcel Number 8009-1247-11, Application Number 26249
County Engineer Straub, OCE, presented the following recommendation:

Description/Background: This property is located in Marion Oaks Unit 9 Block 1247 Lot 11.

Section 6.14.2.B(2)(a) of the Land Development Code provides that new single family residential in the Urban or Rural area shall connect to a central sewer system if a sewer line from a central sewer system with available capacity is within a connection distance of 400 feet and connection may be made to the existing sewer line using a gravity line or an on-site pumping station. The applicant's statement of justification for the requested waiver is as follows:

The applicant requests a waiver because other lots in the nearby surrounding area are installing septic systems. Applicant requests a waiver to be allowed to do the same and not be required to connect to the sewer force main.

DRC action on February 22, 2021, by a vote of 5-0, was to consider as a waiver in-lieu-of allowing the nitrogen reducing system and that this lot would be required to connect within 365 days once gravity sewer is available.

The applicant requests to install a standard septic system.

Budget/Impact: None.

Recommended Action: Motion to uphold the Development Review Committee's conditional approval of the waiver request to provide a nitrogen reducing system.

(Ed. Note: This Item was withdrawn prior to the meeting.)

15.1.5. Request to Uphold DRC's Conditional Approval Regarding a Waiver Request for LDC 6.14.2.B (2)(a) - Wastewater Connection for New Single Family Residential for the Aldana Contracting Property, Parcel Number 8009-1261-17, Application Number 26251
County Engineer Straub, OCE, presented the following recommendation:

Description/Background: This property is located in Marion Oaks Unit 9 Block 1261 Lot 17.

Section 6.14.2.B(2)(a) of the Land Development Code provides that new single family residential in the Urban or Rural area shall connect to a central sewer system if a sewer line from a central sewer system with available capacity is within a connection distance of 400 feet and connection may be made to the existing sewer line using a gravity line or an on-site pumping station. The applicant's statement of justification for the requested waiver is as follows:

The applicant requests a waiver because other lots in the nearby surrounding area are installing septic systems. Applicant requests a waiver to be allowed to do the same and not be required to connect to the sewer force main.

DRC action on February 22, 2021, by a vote of 5-0, was a motion for the waiver in-lieu-of connecting to allow the nitrogen reducing system and that the applicant understands when gravity sewer becomes available they would have to connect within 365 days.

The applicant requests to install a standard septic system.

Budget/Impact: None.

Recommended Action: Motion to uphold the Development Review Committee's

(Ed. Note: This Item was withdrawn prior to the meeting.)

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15.1.6. Request to Uphold DRC's Conditional Approval Regarding a Waiver Request for LDC 6.14.2.B(2)(a) - Wastewater Connection for New Single Family Residential for the Aldana Contracting Property, Parcel Number 8009-1261-01, Application Number 26250
County Engineer Straub, OCE, presented the following recommendation:

Description/Background: This property is located in Marion Oaks Unit 9 Block 1261 Lot 1.

Section 6.14.2.B(2)(a) of the Land Development Code provides that new single family residential in the Urban or Rural area shall connect to a central sewer system if a sewer line from a central sewer system with available capacity is within a connection distance of 400 feet and connection may be made to the existing sewer line using a gravity line or an on-site pumping station. The applicant's statement of justification for the requested waiver is as follows:

The applicant requests waiver because other lots in the nearby surrounding area are installing septic systems. Applicant requests a waiver to be allowed to do the same and not be required to connect to the sewer force main.

DRC action on March 1, 2021, by a vote of 5-0, was a motion to, in-lieu-of the connection, allow the nitrogen reducing system for the wastewater service with the understanding that if sewer becomes available within 365 days the applicant will connect.

The applicant requests to install a standard septic system.

Budget/Impact: None.

Recommended Action: Motion to uphold the Development Review Committee's conditional approval of the waiver request to provide a nitrogen reducing system.

(Ed. Note: This Item was withdrawn prior to the meeting.)

15.1.7. Request to Uphold DRC's Denial Regarding a Waiver Request for LDC 6.14.2.B(1)(a) – Water Connection for New Single Family Residential for the A&M Property Development Property, Parcel Number 9008-0026-15, Application Number 26313
County Engineer Straub, OCE, presented the following recommendation:

Description/Background: This property is located in Silver Springs Shores Unit 8 Block 26 Lot 15.

Section 6.14.2.B(1)(a) of the Land Development Code provides that new single family residential in the Urban or Rural area shall connect to a centralized water system with available capacity if a water line is within a connection distance of 400 feet. The applicant's statement of justification for the requested waiver is as follows:

The applicant requests a waiver because, after starting construction paperwork, they were made aware that they would have to tap into a water pipe. The applicant cannot afford the additional $17,000. Also, as all properties in that area already have wells, no one would benefit from it, and the applicant would not have a chance to get any money back from any neighbors around the property.

DRC action on March 8, 2021, by a vote of 5-0, was to deny the request.

Budget/Impact: None.

Recommended Action: Motion to uphold the Development Review Committee's denial of the waiver request.

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(Ed. Note: This Item was withdrawn prior to the meeting.)

15.1.8. Request to Uphold DRC's Denial Regarding a Waiver Request for LDC 6.14.2.B(1)(a) – Water Connection for New Single Family Residential for the A&M Property Development Property, Parcel Number 9009-0084-04, Application Number 26315

County Engineer Straub, OCE, presented the following recommendation:

Description/Background: This property is located in Silver Springs Shores Unit 9 Block 84 Lot 4.

Section 6.14.2.B(1)(a) of the Land Development Code provides that new single family residential in the Urban or Rural area shall connect to a centralized water system with available capacity if a water line is within a connection distance of 400 feet. The applicant's statement of justification for the requested waiver is as follows:

The applicant requests a waiver because after starting construction paperwork, they were made aware that they would have to tap into the water main pipe. The applicant cannot afford the additional $22,000. Also, all properties on that block have wells and no one would benefit. Mr. Gabre Nelson owns adjacent Lot 5 (Parcel Number 9009-0084-05) and was approved for a well by the Board on October 20, 2020.

DRC action on March 8, 2021, by a vote of 5-0, was to deny the request.

Budget/Impact: None.

Recommended Action: Motion to uphold the Development Review Committee's denial of the waiver request.

Mr. Kirkman advised that staff's recommendation is to uphold the DRC's denial of the waiver request to connect to the centralized water system.

Angel Louis Gonzalez, SE 80th Street, applicant, stated he was unaware of the mandatory hookup requirement until the permitting process, noting he cannot afford the connection fee of $22,000.00. Mr. Gonzalez noted the surrounding properties have wells and therefore will not benefit from the water line extension.

In response to Chairman Gold, Mr. Kirkman advised that the property is approximately 345 feet from the water line, noting there is one vacant lot across the street that would benefit from the extension, which would allow the applicant to participate in the payback program.

General discussion ensued.

In response to Commissioner Stone, Mr. Kirkman advised that the subject property lies within the Springs Protection Zone (SPZ).

Chairman Gold opened the floor to public comment.

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

A motion was made by Commissioner Zalak to disagree with DRC's recommendation and grant the applicants waiver request.

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

Commissioner Gold seconded the motion.

The motion was unanimously approved by the Board (5-0).

Chairman Bryant returned the gavel to Commissioner Gold, who resumed the Chair.

15.2.1. PUBLIC HEARING to Consider the Adoption of an Assessment Resolution Authorizing Per Parcel Assessment for Magnolia Shores/Smith Lake Acres Unit 1 Improvement Area

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MSTU Director Alan Jones presented the following recommendation:

Description/Background: Consideration to adopt a Resolution authorizing per parcel assessment for Magnolia Shores/Smith Lake Acres Unit 1 Improvement Area and certify the Assessment Roll to the Tax Collector.

Consideration to Award Project Number 21B-080, Magnolia Shore/Smith Lake Acres Unit 1 Improvement Area to D.A.B. Constructors, Inc. Lowest Qualified Bid of $304,444.44 and authorize Chairman and Clerk to execute contract upon approval by Legal.

Budget/Impact: None.

Recommended Action:

1. Motion to adopt the attached Assessment Resolution Authorizing per parcel assessment for Magnolia Shores/Smith Lake Acres Unit 1 Improvement Area and authorize the Chairman and Clerk to execute same.
2. Motion to certify the Assessment Roll to the Tax Collector.
3. Motion to approve contract and allow staff to issue contract, and upon approval from Legal, authorize the Chairman to execute the contract with D.A.B Constructors, Inc.

Deputy Clerk Windberg presented Proof of Publication of a display ad entitled, “Notice of Hearing to Impose and Provide for Collection of Special Assessments in the Magnolia Shores/Smith Lake Acres Unit 1 Improvement Area” published in the Star Banner newspaper on March 17, 2021.

MSTU Director Alan Jones presented a medium sized binder entitled, “Magnolia Shores/Smith Lake Acres Unit 1” and an 8 page handout entitled, “Magnolia Shores/Smith Lake Acres Unit 1” to follow along with the PowerPoint presentation. Mr. Jones provided a brief overview of the road assessment/scoring process, noting the Pavement Condition Index (PCI) rating for this roadway project varies between a score of 25 up to 41.3 with an aggregate score of 33.84 (poor condition). He noted the cost to the County for maintenance/patching over the past 5 years was $9,144.00. Mr. Jones shared several slides on the overhead screens of the road conditions of the project area.

The scope of the project consists of reclaiming and resurfacing approximately 0.92 miles of roadway utilizing 1-1/4 inch Type SP (superpave) 9.5 asphaltic concrete wearing surface. A crown will be added to the center of the roadway and there will be regrading for portions of the swale in special flooding areas to improve drainage. Selected driveways within the right-of-way (ROW) will be cut back and reconnected to improve drainage and protect the edge of the roadway. A trench drain will be installed within the ROW on a parcel located in a low elevation, which may see additional runoff due to the project improvements.

Mr. Jones stated D.A.B. Constructors, Inc. came in with the lowest bid of $304,444.44. The overall cost of the project, not including the financing and bonding fees is $418,133.28, noting the initial estimate provided to residents in 2019 was $4,000.00 to $5,000.00 per parcel. He advised that due to increased construction costs and the additional drainage projects the new price is $6,059.90 per parcel, with a maximum annual rate per parcel of $796.33.

Mr. Jones advised that the during the 2019 petition process the majority of returned petitions were not in favor of the road assessment project (13 in favor, 21 not in favor, 2 invalid responses).

Mr. Jones advised that an additional community meeting was conducted on September 23, 2019 with 13 residents in attendance, noting the consensus at that time was to move

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forward with the project. He noted another community meeting was held to update the residents, answer any questions, and prepare for the public hearing.
In response to Commissioner Bryant, Mr. Jones clarified that staff did not repetition the project.
Chairman Gold opened the floor to public comment.
Terrance Johnson, SE 101st Avenue Road, addressed the conditions of the roads, noting he and his wife are in favor of the road improvements. He requested the Board review and determine whether there is any road funding to help with the cost of this project.
Chairman Gold advised that public comment is now closed.
In response to Commissioner Curry, Mr. Jones stated the roadway will continue to degrade if no improvements are performed. He clarified that the County is prohibited from using funds from other assessment projects to help with the cost of this project.
In response to Commissioner Curry, Paul Wildman, Guerra Development, NE 3rd Street, engineer for the project, stated there is no additional/proposed signage associated with the project.
Mr. Jones clarified that this is a County maintained road; therefore, the County is responsible for road signage.
In response to Commissioner Zalak, Mr. Wildman advised that the borings performed on the road shows the limerock to be approximately 4 inches thick and the existing pavement is approximately 1 inch thick, making it in substandard condition. He stated the road will be reclaimed and a thicker base material will be utilized to go from 4 inches to 5 inches thick and then 1.5 inches of asphalt will be overlayed.
A motion was made by Commissioner Zalak, seconded by Commissioner Bryant, to adopt Resolution 21-R-169 approving the per parcel assessment for Magnolia Shores/Smith Lake Acres Unit 1 Improvement Area; Certify the Assessment roll to the Tax Collector; and upon approval from Legal, authorize the Chairman to execute the contract with D.A.B Constructors, Inc. The motion was unanimously approved by the Board (5-0).
Resolution 21-R-169 is entitled:

> A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, RELATING TO THE CONSTRUCTION OF ROAD IMPROVEMENTS; CREATING THE MAGNOLIA SHORES/SMITH LAKE ACRES UNIT I IMPROVEMENT AREA; CONFIRMING THE INITIAL ASSESSMENT RESOLUTION; ESTABLISHING THE MAXIMUM AMOUNT OF THE ANNUAL ASSESSMENT FOR EACH PARCEL UNIT; IMPOSING ASSESSMENTS AGAINST REAL PROPERTY WITHIN SUCH IMPROVEMENT AREA; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR COLLECTION OF THE ASSESSMENTS; AND PROVIDING AN EFFECTIVE DATE.

(Ed. Note: The Deputy Clerk received 3 electronic mails (emails) relating to the Magnolia Shores/Smith Lake Acres Unit 1 Improvement Area).

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There being no further business to come before the Board, the meeting thereupon adjourned at 2:40 p.m.

_____
Jeff Gold, Chairman

Attest:

_____
Gregory C. Harrell, Clerk

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Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3097 **Agenda Date:** 5/18/2021 **Agenda No.:** 3.2.

SUBJECT:
April 6, 2021 B

INITIATOR:
Deputy Clerk

DEPARTMENT:
Clerk of Court

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

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to adopt minutes.

Official Minutes of
MARION COUNTY
BOARD OF COUNTY COMMISSIONERS

April 6, 2021

CALL TO ORDER:
The Marion County Board of County Commissioners met in a workshop session at 2:53 p.m. on Tuesday, April 6, 2021 at the Marion County Governmental Complex located in Ocala, Florida.

INTRODUCTION OF WORKSHOP BY CHAIRMAN JEFF GOLD
Chairman Gold advised that the workshop was scheduled this afternoon to discuss Compressed Natural Gas (CNG).

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 Jeff Gold, District 3; Vice-Chairman Carl Zalak, District 4; Commissioner Craig Curry, District 1; Commissioner Kathy Bryant, District 2; and Commissioner Michelle Stone, District 5. Also present were County Attorney Matthew G. Minter; County Administrator Mounir Bouyounes; and Assistant County Administrator (ACA) Angel Roussel.

WORKSHOP PRESENTATION

1. CNG Presentation – Mark Williams, Fleet Director

Fleet Director Mark Williams presented a 32 page Agenda packet to follow along with the PowerPoint presentation.

Description/Background: Staff will provide an update on the County's compressed natural gas (CNG) Agreement, including an overview of status, usage, and future direction.

Budget/Impact: None.

Recommended Action: Board discussion and direction.

Mr. Williams advised that the County has 71 CNG duel vehicles, 16 "CNG only" vehicles, and 1 contracted refueling site, which is located near the fleet facility. He stated the CNG Agreement expires September 4, 2022 and the land lease Agreement is coextensive with the CNG Agreement. There is a 100,000 gasoline gallon equivalent (GGE) minimum that the County must purchase annually. Mr. Williams noted if the County and vendor desire to renew the contract, there are 2 ten-year renewals in the proposed Agreement.

Mr. Williams advised that the County currently utilizes approximately 120,000 GGEs per year, noting in 2014 when the program started the County did not meet the minimum GGEs and had to pay the difference up to the 100,000 gallons. He provided a brief comparison of diesel/unleaded versus CNG costs since 2014. As of April 1, 2021 the cost for CNG was $2.01 per gallon. Mr. Williams stated the County uses 21 percent (%) more GNG to cover the same distance as diesel/unleaded vehicles. He provided a brief overview of the fuel efficiency for larger vehicles, noting 82% of CNG usage is from the larger vehicles utilized by the Solid Waste and Utilities Departments, as well as the Office of the County Engineer. Mr. Williams noted there is a difference of approximately 1 mile per gallon less with CNG vehicles versus diesel trucks.

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Mr. Williams stated there are 3 Options for Board consideration: 1) renew contract with the same terms and conditions; 2) renew contract with modified terms and conditions; or 3) decline to renew the contract.
Mr. Williams addressed the pros and cons of renewing the Agreement with the same terms and conditions, noting the pros are less emissions for CNG vehicles; and the cost of CNG is less volatile than diesel fuel. The cons include that the County will be tied to 10 more years of CNG with the minimum GGE requirements; may need to replace CNG vehicles to fulfill another 10 years at a cost of $30,000.00 to $40,000.00 per heavy vehicle; no rebates available for CNG vehicles at this time; limited fueling sites available; more engine maintenance may be required; and CNG vehicles have less horsepower (HP) than diesel or gasoline equivalents.
Mr. Williams addressed the pros and cons of renewing the Agreement with modified terms and conditions, noting the pros include: the Board could negotiate to adjust the terms to 5 years and no minimum GGE; less emission for CNG vehicles; County can decide if it wants to replace CNG vehicles with CNG, CNG dual fuel, or some other type of product; and the cost of CNG is less volatile than diesel fuel. The cons include: the price may be impacted if no minimum usage is required; limited fueling sites available and more travel time required for some vehicles to fuel up; more engine maintenance required; and less HP than diesel or gasoline equivalents.
Mr. Williams addressed the pros and cons if the County chooses not to renew the Agreement, noting the pros include: no minimum requirements; no CNG additional vehicle costs; and Clean Energy Fuel has a CNG filing station at its Pilot gas station on County Road (CR) 326 and Interstate 75 (I-75) that can be used by current CNG vehicles. The cons include: the County would pay consumer price and/or find additional points of sale; CNG vehicle sales are very limited; and no alternative fuels would be utilized by Marion County.
Commissioner Stone questioned if there could be a financial impact if the County did not utilize alternative fuels.
Mr. Williams opined that there is no financial impact that he is aware of; however, the County has been using CNG as an alternative fuel choice. He stated he was advised by a local/international dealer that electric heavy vehicles would be available within the next 2 years.
Chairman Gold questioned the life expectancy of CNG vehicles. Mr. Williams advised that most of the CNG vehicles have between 5 and 8 years of life expectancy left.
Commissioner Bryant advised that she and Commissioner Zalak were on the Board when the CNG program was brought forward and were in support of the program due to diesel prices at that time reaching over $4.00 per gallon. She opined that it would be financially prudent to select Option 2 (renew contract with modified terms and conditions). Commissioner Bryant noted the County already has the CNG inventory and expressed concern with the cost to try and retrofit CNG vehicles to gasoline or diesel fuels.
Commissioner Zalak noted most companies that provide waste management services utilize CNG vehicles. He opined that there should be some type of replacement rate for CNG vehicles to keep the CNG fleet at a reasonable level.
General discussion ensued.
It was the general consensus of the Board to utilize Option 2 and direct staff to negotiate with the vendor.
Commissioner Curry commented on where the trend is going under the current Presidential Administration as it relates to fossil fuels, noting prices went up as soon as

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he went into office. He opined that the County should not get into a long-term contract, noting his preference would be to renegotiate with the vendor. Commissioner Curry stated he was not in favor of replacing CNG vehicles.
General discussion ensued.
Mr. Bouyounes stated staff will bring this matter back before the current contract expires.
Commissioner Zalak requested Fleet staff review the forward trend, as well as other opportunities that are available.
General discussion resumed.
Commissioner Curry expressed his appreciation to Mr. Williams and his staff for bringing this matter forward, noting the information presented was very clear, professional, and easy to understand.

BOARD DISCUSSION AND CLOSING COMMENTS

There being no further business to come before the Board, the meeting thereupon adjourned at 3:17 p.m.

_____
Jeff Gold, Chairman

Attest:

_____
Gregory C. Harrell, Clerk

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Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3098 **Agenda Date:** 5/18/2021 **Agenda No.:** 3.3.

SUBJECT:
April 14, 2021

INITIATOR:
Deputy Clerk

DEPARTMENT:
Clerk of Court

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

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to adopt minutes.

Official Minutes of
MARION COUNTY
BOARD OF COUNTY COMMISSIONERS

April 14, 2021

CALL TO ORDER:
The Marion County Board of County Commissioners met in a workshop session in Commission Chambers at 2:35 p.m. on Wednesday, April 14, 2021 at the Marion County Governmental Complex located in Ocala, Florida.

INTRODUCTION OF WORKSHOP BY CHAIRMAN JEFF GOLD
Chairman Gold advised that the workshop was scheduled this afternoon to discuss the Marion County Master Wastewater Feasibility Analysis and Utilities Capital Improvement Program (CIP).

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 Jeff Gold, District 3; Commissioner Craig Curry, District 1; and Commissioner Michelle Stone, District 5. Commissioner Bryant, District 2, arrive shortly after the meeting commenced; and Vice-Chairman Carl Zalak, District 4 appeared via Webex shortly after the meeting commenced. Also present were County Attorney Matthew G. Minter, County Administrator Mounir Bouyounes and Assistant County Administrator (ACA) Angel Roussel.

The Deputy Clerk was in receipt of a 76 page Agenda packet to follow along with the PowerPoint presentations.

WORKSHOP PRESENTATION
1. Marion County Master Wastewater Feasibility Analysis – Jody Kirkman PE, Environmental Services Director

Terri Lowery, Jones Edmunds & Associates (JEA), referred to the 32 slide PowerPoint presentation included in the Agenda Packet and advised that the Master Wastewater Feasibility Analysis project was funded by a grant provided by the Department of Environmental Protection (DEP) to 9 Counties in the State, with Marion County being one of them, for the purpose of developing the State required Onsite Sewage Treatment and Disposal System (OSTDS) Remediation Plan. She stated the technical and financial analysis, as well as the public engagement, were requirements of this study.
Ms. Lowery stated the Florida Springs and Aquifer Protection Act was part of 2016 Legislation, which reviewed 30 different springs for impairments. Any spring that receives 20 percent (%) or more of its nutrient load from septic tanks will be required to follow this OSTDS remediation plan. She advised that Rainbow Springs and Silver Springs were greater than 20%, noting the Rainbow Springs was at 20% and Silver Springs was 29%.
Ms. Lowery advised that the Basin Management Action Plan (BMAP) for both the Silver and Rainbow Springs were under challenge since the Legislation passed, but were recently settled in favor of DEP. This means the regulations can now be enforced, but it is unclear what the timeline will be for that enforcement. She stated the BMAP for both

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springs were consolidated in 2018, noting part of the process was to determine the main contributors (septic systems, fertilizer, cattle and horse farms) and establish the priority focus areas (PFAs).
Ms. Lowery stated an OSTDS Remediation Plan is required for both Rainbow and Silver Springs, noting per DEP the BMAP implementation is intended to be a 20 year process with defined cumulative nitrogen reduction milestones. She opined that this is not something the County will be able to achieve in 20 years, but is something that will have to be dealt with in perpetuity to maintain the health of the springs.
Ms. Lowery addressed the requirements of the OSTDS Remediation Plan as outlined in the Legislation. There must be options for repair, upgrade, replacement, drain field modification, the addition of effective nitrogen-reducing features, connection to central sewer systems or other action. The project must be cost-effective and financially feasible to reduce the nutrient impacts from OSTDS. She stated there has to be a priority ranking for each project and a public education plan has to be in place to provide area residents with reliable, understandable information about OSTDS and springs.
In response to Commissioner Curry, Ms. Lowery advised that the decreasing flow rate was considered by DEP when setting these goals.
Commissioner Bryant arrived at 2:44 p.m.
Ms. Lowery commented on the cost differences between centralized and decentralized systems.
In response to Commissioner Stone, Ms. Lowery advised that, in general, a quarter acre lot could not accommodate an In-Ground Nitrogen-Reducing Biofilter (INRB) system due to the amount of land mass required for the biofilter area.
Ms. Lowery stated there is a monthly fee with a centralized system, but there are also ongoing costs associated with decentralized system such as inspection fees, monthly electric, regular pump outs, and mechanical repairs. She advised that the nitrogen removal is approximately 9 pounds per year with a centralized system and roughly 5.5 pounds with a decentralized system.
Ms. Lowery advised that not every area will be right for centralized sewer, noting OSTDS density, known subdivisions, vacant versus nonvacant, proximity to the springs, proximity to utility infrastructure, anticipated growth and existing projects were all considered while identifying the Priority Project Area (PPA). She stated the planning level costs across all PPAs is roughly $35,000.00 per parcel. The top 5 PPAs will cost approximately $28,000.00 per parcel.
Ms. Lowery advised that this subject is a huge focus in the State Legislature and is something that will be addressed for years to come in the State of Florida, noting Florida has 6.5% of the United States (US) population and a little over 12% of the Country's septic tanks. She stated 5 different areas have been identified and prioritized in Marion County. The County would have to remove 1,798 septic tanks per year to meet the BMAP requirements, which is not feasible.
In response to Commissioner Bryant, Ms. Lowery advised that the new growth coming to Marion County would change the amount of nutrient load going to the springs.
Ms. Lowery stated 5 different areas of the Silver Springs BMAP were identified, noting all the areas selected are within the Silver Springs BMAP due to the lack of infrastructure around the Rainbow Springs BMAP. She advised that the Utilities Department will have further discussion with the Board regarding that infrastructure at a later date.
Ms. Lowery commented on the different types of public outreach efforts made during this study, noting Marion County had more public involvement than seen in other Counties. A

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survey was conducted and a small response was received, but as a result of the survey it was determined that an area around Lake Weir has significant interest in septic to sewer. Lake Weir is outside the PPA for Silver Springs, which will make funding challenging.

Ms. Lowery advised that if cost was not a factor most people do prefer a centralized system and recognize that that everyone will have to participate in this process. She stated a lot of the feedback identified this as a Countywide issue.

In response to Commissioner Stone, Ms. Lowery stated the survey response rate was typical to that of other Counties, noting many people do not come out until it is impacting their neighborhood directly.

Commissioner Bryant advised that the Save Lake Weir organization has been very involved in the process. She stated she would like to see a larger sampling for the public education component, but understands this was all done during COVID-19.

Heather Encinosa, Nabors, Giblin & Nickerson, addressed the different funding options: 1) current sources; 2) future sources; and 3) conceptual sources. Current revenue sources include general ad valorem taxes, the Communication Services Tax, Municipal Service Taxing Unit (MSTU), Independent Special Districts, utility fees, or Municipal Service Benefit Unit (MSBU).

Commissioner Stone questioned if an MSBU is something that can be done across the entire County. Ms. Encinosa advised that it would be difficult from a legal perspective because the benefit is not a special benefit to the residents, but is a special benefit to the assessed property. She recommended a study be performed to determine any negative impact prior to moving forward with a Countywide MSBU.

Commissioner Bryant opined that increasing the millage would make more sense than imposing a Countywide MSBU. Commissioner Stone concurred.

In response to Commissioner Stone, Ms. Encinosa advised that how the tax is structured will determine whether or not it is considered part of the first 10 mills for County purposes or the second 10 mills for municipal services and improvements.

Ms. Encinosa stated future revenue sources include Infrastructure Sales Surtax and various grants. She advised that the County is set to receive approximately $70 million dollars from the American Rescue Act of 2021, noting one of the authorized uses of these funds is “necessary investments in water, wastewater and broadband infrastructure”. Ms. Encinosa stated rules have not been published on the US Treasury website on what is considered a “necessary investment”, but assuming the guidelines are broad enough a portion of those funds could be used to assist in funding the County’s septic to sewer initiative.

Ms. Encinosa addressed conceptual sources, which includes a potential septic tank tax. A septic tank tax would require general law authorization from the Florida Legislature.

Commissioner Bryant commented on the possibility of requiring an annual or biannual inspection of existing septic systems, which could potentially generate revenue for future projects.

Ms. Encinosa advised the Board could impose a septic tank tax, but what Commissioner Bryant is proposing would be a regulatory fee, which is not allowed to have a profit.

Commissioner Bryant out at 3:25 p.m.

In response to Commissioner Curry, Ms. Encinosa stated many municipalities and Counties have an availability fee on their Utility Rate Tariff, noting if a customer disconnected for any reason they would continue to pay the base facility charge that covers the cost of maintaining the basic infrastructure.

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Ms. Lowery advised that there is a bill in the Legislature as a result of the Blue Green Algae Task Force, which includes an inspection component. It is unclear if it will move forward, but it is being discussed. She stated as a result of Senate Bill 712, the Clean Water Ways Act, the Onsite Sewage Program is being transferred from the Department of Health (DOH) to DEP on July 1, 2021. Staff from DOH working on this program will be transitioned over to DEP and the County level staff will remain where they are through an Interagency Agreement. DEP will open rule making for the Onsite Sewage Program in the fall.

Chairman Gold advised that any funds raised through the inspection process would be used to pay for the program. Ms. Lowery concurred.

Ms. Lowery advised that septic to sewer is not something unique to Marion County, but is something that is being considered all over the State of Florida.

Commissioner Bryant returned at 3:30 p.m.

Ms. Lowery stated upon review of other Counties and municipalities around the state it was determined that mandatory connection is a major issue and has a huge impact as it relates to grant opportunities. She advised that several years ago Brevard County passed a $0.01 Sales Tax, which is focused on cleanup of the Indian River Lagoon. This tax raises approximately $300 million per year for projects such as septic to sewer.

Ms. Lowery advised that the County will need a minimum of 50% grant funding for a program to move forward, noting all of the projects identified as a priority are within the St. Johns River Water Management District (SJRWMD). She commented on the different approaches relating to grant funding by SJRWMD and the Southwest Florida Water Management district (SWFWMD).

Commissioner Bryant stated when these programs are put in place a mandatory connection requirement will have to be in place in order to receive grant funding. Ms. Lowery concurred, noting if all parties are not participating the percentage coming from the local match will decrease significantly.

Commissioner Bryant advised that mandatory connection means if a system is put in place citizens will have 12 months to connect, noting this Statute is in place, but the County has not been enforcing the requirement.

Ms. Lowery advised that the State expectations are beginning to tighten.

Commissioner Bryant stated the County will not be able to avoid mandatory connections for much longer.

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

Commissioner Gold out at 3:37 p.m.

Tony Hairston, Raftelis, N. Maitland Avenue, Maitland, addressed the septic to sewer financial model (slides 26 through 28), which is designed to demonstrate feasibility and affordability of the project.

Commissioner Gold returned at 3:40 p.m.

Chairman Bryant returned the gavel to Commissioner Gold, who resumed the Chair.

Mr. Hairston commented on the different types of revenue sources that could potentially be used to fund a portion of this project over the next 20 years. He advised that the Marion Mitigation Fund (MMF) will provide approximately $6,500.00 per parcel (23%) of the project cost and could receive revenue from sources such as Ad Valorem Taxes, Communication Service Tax, utility rates, MSTU, Local Option Sales Tax (voter approved), Ad Valorem & Special Assessments (voter approved), MSBU, Septic Tank fee, Documentary Stamp Tax or FDEP Connection Grant.

Mr. Hairston referred to an interactive funding model (provided on the overhead screens),

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which allows the Board to plug in different amounts to determine the impact of the different funding sources. He advised that the number of parcels assessed will impact the cost per parcel.

In response to Commissioner Bryant, Mr. Hairston advised that the conversion number provided includes the cost of running all the lines. He stated the capacity fee of $3,844.00 per parcel is not included in the price point provided.

Commissioner Bryant clarified that it will cost roughly $8,500.00 per parcel to connect to a centralized system. Mr. Hairston concurred, noting if financed it would cost approximately $50.00 a month over a 20 year period.

Commissioner Bryant questioned if the funds the County is receiving from the Federal Government can be utilized for infrastructure. Ms. Encinosa advised that guidelines have not been received from the US Treasury regarding use of the American Rescue Act of 2021 funds.

Commissioner Bryant expressed frustration with the unfunded mandate from the State.

Ms. Lowery advised that when the Florida Springs and Aquifer Protection funding first started there was roughly $4 to $5 million set aside for OSTDS upgrades. The State is now taking those funds and making it available to 9 Counties if they implement a program that would include funds for both the connection side charges and upgrades to OSTDS in areas where centralized is not available.

In response to Commissioner Bryant, Ms. Lowery stated between $4,000,000.00 and $5,000,000.00 has been put aside per year, noting this is the first year funds have been dispersed. Funding was provided to Hernando, Citrus and Wakulla Counties this year. She advised that Wakulla County is the first County to implement a program, which provides $7,000.00 per connection to their customers. A consultant was hired to implement the program. Ms. Lowery stated she has had discussions with County Administration and Community Services to determine how Marion County could implement a similar program over time. She advised that as of right now the Senate budget has included $10,000,000.00 for the program next year, but she is unsure how much the House has included. There has been recognition by DEP that one of the biggest challenges to moving a program forward at the local level is customer connection costs.

Commissioner Bryant questioned if the $7,000.00 being provided per customer is coming from State funding. Ms. Lowery advised that it is coming from the State for the County to implement on a Countywide bases, which includes the City of Ocala and Belleview, as well as Florida Governmental Utility Authority (FGUA).

In response to Commissioner Bryant, Ms. Lowery stated how grant funding can be utilized is dependent on how the Grant Agreement is written. She advised that up until this year the State funding was only being used on OSTDS upgrades and it was strictly through DEP, noting DEP has suspended that program and is now moving forward with this program for the 9 Counties.

Ms. Lowery advised that Wakulla County is working on a project now to connect roughly 350 parcels this year. She opined that DEP recognizes that year over year not every County is going to be ready for funding and it will be based on which Counties have projects ready for construction.

In response to Commissioner Stone, Environmental Services Director Jody Kirkman stated charging an Availability Fee would create approximately $2.5 million in revenue annually to fund the MMF.

General discussion ensued.

Commissioner Stone questioned if anything could bring the various Water Management

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Districts together to utilize the same regulations or accessibility for funding. Ms. Lowery recommend the Board address that with the State Legislature/DEP. She advised that recently SWFWMD, SJRWMD and South Florida Water Management District (SFWMD) came together to create the Central Florida Water Initiative and have gone through a process of creating consistent rules.

Ms. Lowery advised that the State does prefer shovel-ready projects, connection commitment and local government financial commitment. She stated the intent is for this to be a dynamic living document and the State does expect for priorities to change over time, noting DEP has to make an annual report to the Legislature on what is happening relating to the Florida Springs and Aquifer Protection Act and the progress made annually.

Ms. Lowery addressed the next steps moving forward, which includes obtaining approval and direction for the following: 1) identify priority areas and design initiation; 2) acceptable internal funding mechanisms; 3) mandatory connection; 4) connection grant program within the County; 5) pursuit of grant dollars in support of priority projects; and 6) submitting the report to FDEP.

Commissioner Zalak appeared via Webex at 4:07 p.m.

In response to Commissioner Zalak, Ms. Lowery reiterated that Silver Springs receives 29% of its nitrogen load from septic systems and Rainbow Springs receives 20%.

Chairman Gold advised that the nitrogen contributors to the Silver Springs are septic tanks (29%), cattle farms (18%), horse farms (10%), atmospheric decomposition (10%), sports turfgrass fertilizer (10%), Urban Turfgrass Fertilizer (10%), and other smaller factors. The nitrogen contributors to the Rainbow Springs are cattle farms (25%), septic systems (20%), horse farms (16%), atmospheric decomposition (11%), farm fertilizer (12%), urban turfgrass fertilizer (9%), sports turfgrass fertilizer (4%).

Commissioner Zalak stated when the initial study was completed several years ago it showed that even if the County addressed the nitrogen issues it could not get back to what the levels were in the 1950's and 1960's.

Commissioner Bryant stated this would at least be an improvement.

In response to Commissioner Zalak, Ms. Lowery advised that the total cost of the septic to sewer project is approximately $4.6 billion, which DEP is aware of and understands that it will take more than 20 years.

Commissioner Bryant suggested the Board select a pilot area within the PPA and review all possible funding mechanisms, design and costs associated with the project. She stated if the State funding is combined with the local match funds customers may not have to contribute to building the infrastructure, noting the connection fee is a reasonable expense for residents and is less than what it would cost to install an enhanced septic system.

In response to Chairman Gold, Ms. Lowery advised that there are approximately 650 septic tanks within each of the identified areas.

Commissioner Bryant recommended the Board identify the areas and do a portion each year.

Ms. Lowery advised that if a project is planned within 5 years and there is an issue with a resident's septic system they do not have to upgrade to the advanced system.

Commissioner Bryant stated it would behoove the Board to look at where the County is seeing the most growth to determine where there is the biggest opportunity for new constructions and where it would be the easiest to implement this program. She advised that if the County begins to remove septic systems and does not add more they should see some results, noting if the nitrate load does not change within the springs the Board

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will need to have a conversation regarding what is the root cause of the problem.
Ms. Lowery advised that the Total Maximum Daily Loads (TMDL's) are reevaluated every 5 years.
Mr. Bouyounes stated the focus will be the 5 identified areas and requested the Board to select which area to begin the project.
Chairman Gold opined that the Lake Weir area should also be considered, noting the funding mechanism for that area will most likely be different because it does not fall within the Springs Protection Area.
Commissioner Bryant commented on the possibility of implementing an MSBU in the Lake Weir area.
Commissioner Curry questioned if sewer impact fees were included. Ms. Lowery advised that the impact fee from the capacity charge is not part of this evaluation, noting what is included is the lateral and septic tank closer.
Commissioner Curry opined that impact fees should be considered going forward as the new growth is adding to the issue.
Chairman Gold advised that he is in support of moving forward with the 5 identified areas in the Silver Springs area. He stated Lake Weir may not be a priority area, but a different funding mechanism could be considered.
Mr. Bouyounes stated Lake Weir could be perfect for an MSTU because the residents want to move forward with this project. He advised that if the Board agrees to focus on the 5 areas identified and provides the number 1 priority staff will move forward with design and cost to be brought back to the Board.
In response to Mr. Bouyounes, Chairman Gold advised that if the County is planning on receiving grant funding then a mandatory connection will be required in the PPA.
Commissioner Stone stated she is open to discussing a possible availability fee. The County is upkeeping the lines in front of properties that are not being utilized, which is a cost to the County.
General discussion ensued.
Commissioner Bryant questioned if there has been any conversation at the State level that will start making it mandatory for Counties to connect even if the parcel is not in the Primary Focus Area (PFA) or PPA. Ms. Lowery advised that as of right now there have not been any specific conversations about changing the Statute. As Senate Bill 712 from the previous year gains more traction and the State begins implementing some of the rules associated with the Blue Green Algae Task Force more pressure will be put on Counties. Ms. Lowery stated this is not just a human health issue, but also an environmental issue.
In response to Commissioner Stone, Ms. Lowery advised that mandatory connection means that the infrastructure is available, citizens have been properly noticed and are required to connect to the centralized system within 365 days. This requirement is not only for grant funded projects. She stated there are a couple of places where it is project specific and not Countywide.
Commissioner Bryant stated she was under the impression that if there was an issue with an existing septic system the owner would not be allowed to fix it, but instead be required to connect to the centralized system if available.
Mr. Kirkman advised that the State rule is if a central system is available, and a septic system fails the owner has to connect to the centralized system and is not permitted to repair or replace the failed system, noting the County will have to create an Ordinance to enforce the State rule.

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In response to Mr. Bouyounes, Mr. Kirkman stated language can be created for an Ordinance that focuses on mandatory connection in specified areas.
Commissioner Bryant opined that more public education is necessary.
Chairman Gold advised that staff could work with the Public Information Office (PIO) to post on social media once the Board has decided what will be implemented.
Commissioner Zalak stated the County could use the $35,000,000.00 to install approximately 6,000 to 7,000 advanced septic systems instead of 100 centralized sewer connections.
Commissioner Bryant advised that the County does not have to be limited by a set number per year, but instead look at what can be done with the funds available.
Mr. Bouyounes addressed the American Rescue Plan and advised that there will be many other needs the County will be dealing with as it relates to these funds. He stated he hopes to bring back more information on May 4, 2021 once staff has received guidance from the Federal Government, noting from the information received so far water and sewer is going to be a priority.
Chairman Gold advised that the Board is in agreement to focus on the 5 identified areas presented today and require mandatory connection within those areas.
Commissioner Bryant stated once staff has identified the cost of the project they can explore funding options with the American Rescue Act and all available grand funding, as well as the program in place in Wakulla County to bring back options to the Board
In response to Chairman Gold, Ms. Lowery advised that Wakulla County did receive the majority of funds available because they had a program in place, noting some funds did go to Hernando and Citrus Counties. She advised that per DEP all but $800,000 was expended for this years allocation.
Commissioner Curry out at 4:44 p.m.
General discussion ensued.
Commissioner Bryant suggested staff move forward with design and bring back the hard costs for Board review and then a discussion can take place relating to the funding options.
Mr. Bouyounes advised that out of the 5 identified areas staff is recommending section DL (as shown on slide 17) be made the top priority. Mr. Kirkman concurred.
Commissioner Curry returned at 4:37 p.m.
In response to Commissioner Bryant, Mr. Kirkman stated section DL has 4,246 parcels with roughly 1,900 existing septic tanks.
ACA Angel Roussel questioned how much it will cost to design an area of this size. Senior Utilities Engineer Kevin Vickers advised that the total cost of the project for Section DL is approximately $105,000,000.00, noting design costs will be between 8% and 10% of the total cost. He recommended starting with a smaller subsection, noting there is a portion in southeast of that area, which is being funded through Community Development Block Grant (CDBG) project. Mr. Vickers advised that staff could seek out a consultant to create a hard design based on a budget set by the Board.
It was the general consensus of the Board to submit the report to DEP.
Chairman Gold thanked staff for their hard work.

There was a recess at 4:43 p.m.
The meeting reconvened at 4:50 p.m., with all members present, except for Commissioner Zalak who appeared via Webex.

DRAFT

2. Utilities Capital Improvement Program Presentation – Jody Kirkman PE, Environmental Services Director

Mr. Kirkman advised that upon review of the Revenue Sufficiency Analysis with the consultant there will not be a rate increase next year.

Utilities Engineering Manager Bob Titterington presented a small binder entitled, "Marion County Florida Utilities CIP Workshop FY 2021-2025" and referred to the 17 slide PowerPoint presentation included in the Agenda Packet. He provided a brief overview of the Marion County Utilities Capital Improvement Program (CIP), noting 17 projects were completed and provided an updated status of projects since the last workshop (slides 5 through 7).

Mr. Titterington addressed slide 8, which shows the 5-year CIP Summary. He advised that there are continuous projects.

Commissioner Bryant advised that the total cost of the CIP equals half the funds needed for the septic to sewer project.

Mr. Titterington commented on the planned water main and fire hydrant projects for fiscal year (FY) 2021/22. He advised of necessary utility relocations due to construction projects, noting if the County has utilities in the right-of-way (ROW) and a road is expanded the County is responsible for moving those utilities.

Mr. Titterington advised that the Department has begun work on the Southeast Regional Wastewater Treatment plant, noting a workshop will be held to discuss the study and information on additional sites besides the Orange Blossom area. Another project is the Salt Springs Water Well Upgrade. Currently there is a limited system and an additional well is needed to add redundancy to serve that area. He stated these projects are funded, but staff is still hoping to receive grant funding to offset some of the costs.

Mr. Titterington stated the County had 2 Wastewater Treatment Plant projects, the Silver Springs Shores plant, which is under construction and should be completed in June 2021, as well as the Golden Ocala Plant which is on track to be completed in 2022 if not sooner. He advised that another project is the grease and grit removal for Vaccon Station.

Mr. Titterington commented on the lift station, sewer main, and reclaimed water projects for FY 21/22. He advised that part of the issues with reclaimed water is both golf courses, noting Silver Springs Country Club and Lake Diamond use a majority of their water from surface water and do not want the County to provide reclaimed water. Staff has been working with the Water Management District to implement an agreement to require reclaimed water be utilized.

Mr. Titterington advised that the Department has been very successful in acquiring grant funding, noting the Northwest Regional (Golden Ocala) received $6,850,000.00; Marion County Septic-to-Sewer Initiative received $200,000.00; and Oak Bend/I-75 Water Quality Improvement Project received $257,520.00 from FDEP. Marion County Utility received $349,000.00 from HMGP(FEMA) for portable lift station generators. He commented on grant funding applications submitted to SWFWMD, SJRWMD and FDEP (slide 16).

Mr. Titterington stated the Water Management Districts are pushing for a mandatory connection Ordinance to be in place in order for the County to continue to receive grant funding.

BOARD DISCUSSION AND CLOSING COMENTS

In response to Chairman Gold, Mr. Titterington advised that he has accepted a position as the Public Works Director and City Engineer for the City of Belleview.

DRAFT

Mr. Kirkman advised that the Department has been trying to work with the City of Belleview to address reuse issues within the County and now with the new Public Works Director those issues can be fixed. He stated the Board previously approved a State Revolving Fund (SRF) loan in the amount of $18,400,000.00 for the Northwest Regional Water Reclamation Facility, which will be reduced to approximately $14,500,000.00 once the amendment is received from the State.
Mr. Kirkman commented on the grant funding received for the Tradewinds Wastewater Treatment Plant project.
In response to Commissioner Stone, Mr. Titterington advised that typically if a grant application is not funded through SJRWMD it is forwarded on to DEP for potential funding. He stated the grant applications for water do not ask if mandatory connection is in place, but it is questioned on sewer applications.

There being no further business to come before the Board, the meeting thereupon adjourned at 5:20 p.m.

_____
Jeff Gold, Chairman

Attest:

_____
Gregory C. Harrell, Clerk

DRAFT

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3045 **Agenda Date:** 5/18/2021 **Agenda No.:** 4.1.

SUBJECT:
Jon Lin, Trial Court Administrator - Request Approval of Intergovernmental Agreement Funding a General Magistrate and an Administrative Assistant Position for the Fifth Judicial Circuit in Marion County, Florida

INITIATOR:
Jon Lin, Trial Court Administrator

DEPARTMENT:
Court Administration

DESCRIPTION/BACKGROUND:
On April 6, 2021, the Board approved Judge Ann Craggs request to fund a General Magistrate and Assistant dedicated to dependency cases. The attached agreement establishes the terms and conditions whereby the County will provide those funds.

BUDGET/IMPACT:
Expenditure of $242,028 in salaries and benefits

RECOMMENDED ACTION:
Motion to approve and authorize Chair to execute Intergovernmental Agreement.

STATE OF FLORIDA

FIFTH JUDICIAL CIRCUIT

ADMINISTRATIVE OFFICE OF THE COURTS

CITRUS, HERNANDO, LAKE, MARION, AND SUMTER COUNTIES

Daniel B. Merritt, Jr.
Chief Judge

Jonathan Lin
Trial Court Administrator

Date: May 6, 2021

FIFTH JUDICIAL CIRCUIT COURT ADMINISTRATION – AGENDA ITEM
MARION COUNTY COMMISSION

SUBJECT: Request Approval

INITIATOR: Jon Lin, Trial Court Administrator

DEPARTMENT: Court Administration

DESCRIPTION/BACKGROUND: Request approval to enter into an agreement between the Fifth Judicial Circuit Court and Marion County Board of County Commissioners to provide funding for a General Magistrate and an Administrative Assistant dedicated to dependency cases in Marion County to assist with the additional work generated by the COVID-19 virus.

BUDGET IMPACT: $242,028 in salaries and benefits

RECOMMENDED ACTION: Approval to enter into agreement

LEGAL REQUEST MEMORANDUM (LRM)

To: ☐ Matthew Minter, County Attorney ☐ Dana E. Olesky, Chief Assistant County Attorney ☑ Elizabeth Alt, Senior Assistant County Attorney ☐ Russell Ward, Assistant County Attorney

From: (Name) Devaney (Last) Kristina (First) (Dept) _____

(Title) Court Operations Manager (Phone) 352.401.6796

Signature KDD Date Monday, May 3, 2021

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

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

Description of Request

Please review and approve the attached agreements between the BOCC and the Fifth Judicial Circuit Office of Court Administration. The funding from this was approved during the April 20th BCC meeting.

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

(Name) Wolgamuth (Last) Roy (First) (Title) General Counsel (Phone) 352.253.4433

COMPLETION IS REQUESTED BY: *(specific date)* Friday, May 7, 2021

Please allow for a MINIMUM of five (5) working days from receipt of LRM:

Agenda Item? ☑ Yes ☐ No

Agenda Deadline Date: Friday, May 7, 2021 Agenda Date: Tuesday, May 18, 2021

LRM No. 2021-350 DO NOT COMPLETE - Office of the County Attorney use ONLY

Outcome:

Approved as to form.

Date Received:

Marion County Attorney
MAY - 3 2021
RECEIVED

Attorney Signature: _____ Date 5-3-2021

Staff Signature: _____ (Completed) Returned: ☑ Department ☐ Admin ☐ Procurement

5/4/2021

Rev 12/21/17

21-22-04

INTERGOVERNMENTAL AGREEMENT

Funding a General Magistrate and an Administrative Assistant position for the Fifth Judicial Circuit in Marion County, Florida

THIS AGREEMENT is made and entered into by and between the Fifth Judicial Circuit, hereinafter referred to as "Court", and the Marion County, a political subdivision of the State of Florida through its Board of County Commissioner, hereinafter referred to as "County," both herein referred to individually or collectively as "Party" or "Parties."

Parties agree to the following:

I. PURPOSE:

The purpose of this Agreement is to establish the terms and conditions whereby the County will provide funds to cover the expense of one (1) full time equivalent position of General Magistrate dedicated to dependency cases and one (1) full time equivalent position, of Administrative Assistant I dedicated to dependency cases in Marion County, Florida to assist with the additional work generated by the COVID-19 virus.

II. TERM:

This Agreement shall begin on July 1, 2021, or the date it is signed by all parties required to sign it, and shall remain in effect for eighteen (18) months, unless otherwise extended, renewed or terminated in accordance with Section VI of this Agreement.

III. STATEMENT OF WORK

A. County Responsibilities

1. Provide funding for the required position.

B. Court Responsibilities

1. Recruit, hire and fill the position with a suitable candidate.
2. Provide all human resources and payroll functions to support the position.
3. Provide adequate supervision of the position to ensure all requirements are met.
4. Maintain records and documentation related to the position, all expenses for the position, and the work performed by the position from the hiring process to the exit interview.
5. Provide all documentation the County requires to support the expenditures incurred for the position on monthly/quarterly basis.

IV. INSPECTION OF RECORDS

The Parties shall permit the other party, or its designee, to conduct on-site or off-site inspections of records relevant to this Agreement to ensure compliance with the terms and conditions of the Agreement. Such inspections may take place with or without notice during normal business hours wherever the records are maintained.

V. CONFIDENTIAL INFORMATION AND DISCLOSURE

The Parties agree that confidential information related to this Agreement will be used only to the extent necessary to assist in valid administrative needs and shall be disclosed only to those persons who have a valid need for access to the information.

VI. AMENDMENTS AND CHANGES

A. This Agreement incorporates all prior negotiations, interpretations, agreements and understandings that may have been entered into between the Parties and is the full and complete expression of their agreement.

B. With the exception of designating or changing agreement liaisons in Section XI, any change, alteration, deletion, or addition to the terms set forth in this Agreement must be by written amendment executed by both Parties.

VII. ASSURANCES

A. The employee(s) hired for this position will be an employee of the Court, subject to all applicable personnel laws and policies of the State of Florida and the State Courts System.

B. The Court shall, at all times, be responsible for the supervision of the employee(s) hired for the position and shall administer the position in accordance with all federal, state and local laws.

VIII. LIABILITY AND INDEMNIFICATION

Each Party is responsible for its own intentional acts, negligence, or omission, or those of its employees, agents, officers, heirs, and assignees under this Agreement. Nothing in this Section shall be construed as to indemnify or a waiver of sovereign immunity by either Party.

IX. AGREEMENT VALUE AND FUNDS DISBURSEMENT

A. The County shall be responsible for all salary, benefits, and employer tax obligations for the position, up to $242,028.00, subject to annual appropriation. No other expenditures are allowed.

B. The County shall disburse the funds in advance.

C. The Court shall reconcile all expenditures and advance disbursements made by the County at the end of this Agreement and shall return any remaining funds that where not been obligated prior to the end of the Agreement. Obligated funds that are not disbursed within 90 calendar days of the end of this Agreement will be returned to the County.

X. TERMINATIONS, EXTENSIONS AND AMENDMENTS

A. Either Party may terminate this Agreement without cause by providing sixty (60) calendar days' notice to the other Party.

B. If changes in governing state or federal laws or regulations render performance by either party or any provision of this Agreement illegal, impractical, or impossible, the obligation of that Parties performance of that provision shall immediately terminate.

C. The Agreement may be renewed or extended with appropriate modifications in writing through an executed amendment as agreed upon by the Parties.

XI. AGREEMENT LIAISONS

A. The liaison for the County will be:

County Administrator
Marion County Board of County Commissioners
601 SE 25th Ave.
Ocala, FL 34471
CountyAdministrator@MarionFL.org

B. The liaison for the Court will be:

Jeffery K. Fuller, Esq.
Chief Deputy Court Administrator
550 W. Main St.
Tavares, FL 32778
jfuller@circuit5.org

C. If any Party to this Agreement replaces, adds, or removes any agreement liaison identified in this Section, the Party shall immediately inform the other Party by email.

IN WITNESS THEREOF, the parties hereto have caused this three (3) page Contract with all attachments and exhibits to be executed by their undersigned officials as duly authorized.

MARION COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

SIGNED BY: _____
NAME: Jeff Gold
TITLE: Chairman
DATE: _____

MFMP Vendor #:
FEIN:

THE FIFTH JUDICIAL CIRCUIT COURT

SIGNED BY: Daniel B. Merritt, Jr.
NAME: Daniel B. Merritt, Jr.
TITLE: Chief Judge
DATE: 4-30-21

Reviewed for Legal Sufficiency

April 30, 2021
Roy L. Wolgamuth, Esq.
General Counsel
Fifth Judicial Circuit

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3033 **Agenda Date:** 5/18/2021 **Agenda No.:** 5.1.1.

SUBJECT:
County Transportation - Transportation - $165,000

INITIATOR:
Tracy Straub, Director

DEPARTMENT:
Office of County Engineer

DESCRIPTION/BACKGROUND:
Reallocation of $165,000 from BL760541-599101 (Reserve for Contingencies) to BL400541-564101 (Machinery & Equipment) to cover the replacement cost of an OCE dump truck (TD-22) that was involved in a documented traffic incident in August of 2020 and was deemed a total loss. This unit is a critical piece of equipment for maintenance operations. Insurance is expected to pay approximately $40,000 which will be deposited into a revenue account, as appropriate.

BUDGET/IMPACT:
Neutral

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 21 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2020-2021 BUDGET

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

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

Transferred From:

Account	Cost Center - Account Title	Amount
1020 - 760 - 599101	ROAD & STREET FACILITIES RESERVE FOR CONTINGENCIES	$165,000
		$165,000

Transferred To:

Account	Cost Center - Account Title	Amount
1020 - 400 - 564101	TRANSPORTATION MACHINERY & EQUIPMENT	$165,000
		$165,000

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 18th day of May, 2021 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Jeff Gold, Chairman

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

BUDGET AMENDMENT NUMBER 2021 - 8 - 32

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3079 **Agenda Date:** 5/18/2021 **Agenda No.:** 5.1.2.

SUBJECT:
County Transportation Maintenance Fund - Transportation - $154,510

INITIATOR:
Tracy Straub, County Engineer

DEPARTMENT:
Office of the County Engineer

DESCRIPTION/BACKGROUND:
Reappropriation of $154,510 from Personnel Services (512101, 521101, 522101, 523101, 523401) to Contract Services - Staff Leasing (534115) in order to pay Resource Government Services (Contract Number 18BE-050) to fill vacant entry level positions within the Roads and Traffic Operations sections of the Office of the County Engineer.

BUDGET/IMPACT:
Neutral

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 21 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2020-2021 BUDGET

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

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

Transferred From:

Account	Cost Center - Account Title	Amount
1020 - 400 - 512101	TRANSPORTATION REGULAR SALARIES & WAGES	$98,176
1020 - 400 - 521101	TRANSPORTATION FICA TAXES	$7,508
1020 - 400 - 522101	TRANSPORTATION RETIREMENT CONTRIBUTIONS	$8,316
1020 - 400 - 523101	TRANSPORTATION HEALTH INSURANCE	$40,128
1020 - 400 - 523401	TRANSPORTATION LIFE, AD&D, LTD	$382
		$154,510

Transferred To:

Account	Cost Center - Account Title	Amount
1020 - 400 - 534115	TRANSPORTATION CONTRACT SERV - STAFF LEASING	$154,510
		$154,510

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 18th day of May, 2021 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Jeff Gold, 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.: 2021-2954 **Agenda Date:** 5/18/2021 **Agenda No.:** 5.1.3.

SUBJECT:
County Transportation Maintenance Fund - Transportation - $185,000

INITIATOR:
Tracy Straub, Director

DEPARTMENT:
OCE

DESCRIPTION/BACKGROUND:
Reallocation of $185,000 from BL760541-599101 (Reserve for Contingencies) to BL400541-564101 (Machinery & Equipment) to cover replacement cost of an OCE patch truck (APT-8) that was involved in a documented traffic incident in February 2021. The unit was deemed a total loss. This unit is a critical piece of equipment for maintenance operations. Insurance is expected to pay approximately $150,000 which will be deposited into a revenue account, as appropriate.

BUDGET/IMPACT:
Neutral

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 21 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2020-2021 BUDGET

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

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

Transferred From:

Account	Cost Center - Account Title	Amount
1020 - 760 - 599101	ROAD & STREET FACILITIES RESERVE FOR CONTINGENCIES	$185,000
		$185,000

Transferred To:

Account	Cost Center - Account Title	Amount
1020 - 400 - 564101	TRANSPORTATION MACHINERY & EQUIPMENT	$185,000
		$185,000

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 18th day of May, 2021 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Jeff Gold, Chairman

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

BUDGET AMENDMENT NUMBER 2021 - 8 - 19

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3071 **Agenda Date:** 5/18/2021 **Agenda No.:** 5.1.4.

SUBJECT:
Fire Rescue and EMS Fund - Fire Rescue - $440,909

INITIATOR:
James Banta, Fire Chief

DEPARTMENT:
Fire Rescue

DESCRIPTION/BACKGROUND:
Marion County Fire Rescue was awarded $397,272.73 from the Department of Homeland Security for the FY 2019 Assistance to Firefighters Grant (AFG). As a result, ten percent (10%) of the funds are to be included as part of the grant for the total amount of $437,000. The Revenue Account EF300331-331221 - Firefighters Assistance line item currently contains the grant amount; however, no corresponding expenditures were determined at the time that the budget was finalized until it was approved by the grantor. Marion County Fire Rescue had requested to buy chest compression systems through a Request for Proposal (RFP) process. A vendor was selected and approved on the May 4, 2021 Board agenda. The selected vendor provided a three (3) year warranty in order to be able to meet or exceed the total grant amount. There are funds available in Reserves for Contingencies for this purchase as it was not previously determined when the grant was captured as revenue during the budget process. This grant requires the expenditures be spent before being reimbursed and the total amount for the quote will require a transfer of $440,909.

BUDGET/IMPACT:
Neutral

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 21 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2020-2021 BUDGET

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

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

Transferred From:

Account	Cost Center - Account Title	Amount
1120 - 300 - 599101	FIRE RESCUE SERVICES RESERVE FOR CONTINGENCIES	$440,909
		$440,909

Transferred To:

Account	Cost Center - Account Title	Amount
1120 - 300 - 564101	FIRE RESCUE SERVICES MACHINERY & EQUIPMENT	$440,909
		$440,909

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 18th day of May, 2021 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Jeff Gold, Chairman

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

BUDGET AMENDMENT NUMBER 2021 - 8 - 99

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3115 **Agenda Date:** 5/18/2021 **Agenda No.:** 5.1.5.

SUBJECT:
Fire Rescue and EMS Fund - Fire Rescue Services - $939,205

INITIATOR:
James Banta, Fire Chief

DEPARTMENT:
Fire Rescue

DESCRIPTION/BACKGROUND:
During the current fiscal year, Marion County Fire Rescue has been tracking overtime spending, as COVID, special events and other unanticipated events were not budgeted into the overtime calculation during the last budget cycle. Currently, we are asking to transfer $685,000 for Overtime, totaling $939,205 in loaded costs to cover six (6) pay periods in anticipation that upcoming operational changes will help reduce our annualized amounts. We plan to continue to monitor and evaluate the line item and to adjust operations wherever possible to accommodate these unforeseen events so we can continue to provide the same level of service for the residents of Marion County.

BUDGET/IMPACT:
Neutral

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 21 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2020-2021 BUDGET

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

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

Transferred From:

Account	Cost Center - Account Title	Amount
1120 - 300 - 599101	FIRE RESCUE SERVICES RESERVE FOR CONTINGENCIES	$939,205
		$939,205

Transferred To:

Account	Cost Center - Account Title	Amount
1120 - 300 - 514101	FIRE RESCUE SERVICES OVERTIME	$685,000
1120 - 300 - 521101	FIRE RESCUE SERVICES FICA TAXES	$52,403
1120 - 300 - 522101	FIRE RESCUE SERVICES RETIREMENT CONTRIBUTIONS	$167,483
1120 - 300 - 524101	FIRE RESCUE SERVICES WORKER'S COMPENSATION	$34,319
		$939,205

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 18th day of May, 2021 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Jeff Gold, Chairman

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

BUDGET AMENDMENT NUMBER 2021 - 8 - 104

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3078 **Agenda Date:** 5/18/2021 **Agenda No.:** 5.1.6.

SUBJECT:
General Fund - ESG Cares Program - $39,000

INITIATOR:
Cheryl Martin, Director

DEPARTMENT:
Community Services

DESCRIPTION/BACKGROUND:
Budget transfer necessary to reallocate appropriations from AA347564-583101 (Grants & Aid - Other) to AA347564-583233 (Grants & Aid - Emergency Solutions) for the total amount of $39,000. This transfer will fund a contract agreement between Marion County and Shepherd's Lighthouse, approved by the Board on April 6, 2021.

BUDGET/IMPACT:
Neutral

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 21 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2020-2021 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 - 347 - 583101	ESG CARES PROGRAM GRANTS & AID - OTHER	$39,000
		$39,000

Transferred To:

Account	Cost Center - Account Title	Amount
0010 - 347 - 583233	ESG CARES PROGRAM GRANTS & AID - EMERG SOLUTIONS	$39,000
		$39,000

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 18th day of May, 2021 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Jeff Gold, 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.: 2021-3119 **Agenda Date:** 5/18/2021 **Agenda No.:** 5.1.7.

SUBJECT:
General Fund - ESG Cares Program - $75,000

INITIATOR:
Cheryl Martin, Director

DEPARTMENT:
Community Services

DESCRIPTION/BACKGROUND:
Budget transfer necessary to transfer funds allocated to AA347564-583101 (Grants & Aid - Other) to AA347564-583233 (Grants & Aid - Emergency Solutions) for the total amount of $75,000. This transfer will fund a contract agreement between Marion County and Saving Mercy, approved by the Board on May 4, 2021.

BUDGET/IMPACT:
Neutral

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 21 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2020-2021 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 - 347 - 583101	ESG CARES PROGRAM GRANTS & AID - OTHER	$75,000
		$75,000

Transferred To:

Account	Cost Center - Account Title	Amount
0010 - 347 - 583233	ESG CARES PROGRAM GRANTS & AID - EMERG SOLUTIONS	$75,000
		$75,000

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 18th day of May, 2021 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Jeff Gold, 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.: 2021-3120 **Agenda Date:** 5/18/2021 **Agenda No.:** 5.1.8.

SUBJECT:
General Fund - ESG Cares Program - $250,000

INITIATOR:
Cheryl Martin, Director

DEPARTMENT:
Community Services

DESCRIPTION/BACKGROUND:
Budget transfer necessary to transfer funds allocated to AA347564-583101 (Grants & Aid - Other) to AA347564-583233 (Grants & Aid - Emergency Solutions) for the total amount of $250,000. This transfer will fund a contract agreement between Marion County and the City of Ocala, approved by the Board on May 4, 2021.

BUDGET/IMPACT:
Neutral

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 21 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2020-2021 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 - 347 - 583101	ESG CARES PROGRAM GRANTS & AID - OTHER	$250,000
		$250,000

Transferred To:

Account	Cost Center - Account Title	Amount
0010 - 347 - 583233	ESG CARES PROGRAM GRANTS & AID - EMERG SOLUTIONS	$250,000
		$250,000

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 18th day of May, 2021 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Jeff Gold, 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.: 2021-3126 **Agenda Date:** 5/18/2021 **Agenda No.:** 5.1.9.

SUBJECT:
Marion County Airport Fund - Marion County Airport - $297,342

INITIATOR:
Jim Couillard, PLA, ASLA, Director

DEPARTMENT:
Parks and Recreation

DESCRIPTION/BACKGROUND:
To transfer funds from the Marion County Airport (BQ415542) Machinery & Equipment (564101) $18,535; Rentals & Lease Equipment (544101) $2,390; Repairs/Maintenance - Buildings & Grounds (546101) $1,500; Regular Salaries & Wages (512101) $22,256; FICA Taxes (521101) $1,703; Retirement Contributions (522101) $2,226; Health Insurance (523101) $11,012; Life, AD&D, LTD (523401) $149; and Worker's Compensation (524101) $1,229 to Buildings - CIP (562102) in the combined amount of $61,000. This transfer of funds within the Airport budget (BQ415542) will be combined with existing funds in Buildings - CIP account.

The Airport will not hire one (1) FTE Airport Technician for Fiscal year 2021 with savings in staffing costs being redirected to funding for the T-hangar project. Savings within the Machinery & Equipment line item was for the fuel monitoring system that was purchased in fiscal year 2020. The Airport was also able to find cost savings within the Repairs/Maintenance - Building & Grounds and Rentals & Leases - Equipment.

This transfer will allow the Department to fund the construction of 20 T-Hangars for the Marion County Airport. The T-Hangar project is funded through an FDOT grant which provides 80% funding towards the project with Marion County Airport responsible for providing a 20% match.

BUDGET/IMPACT:
Increase Marion County Airport Fund appropriation by $236,342.

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

RESOLUTION NUMBER 21 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2020-2021 BUDGET

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

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

Transferred From:

Account	Cost Center - Account Title	Amount
1035 - 415 - 381118	MARION COUNTY AIRPORT FR PARKS & REC FUND	$236,342
1035 - 415 - 512101	MARION COUNTY AIRPORT REGULAR SALARIES & WAGES	$22,256
1035 - 415 - 521101	MARION COUNTY AIRPORT FICA TAXES	$1,703
1035 - 415 - 522101	MARION COUNTY AIRPORT RETIREMENT CONTRIBUTIONS	$2,226
1035 - 415 - 523101	MARION COUNTY AIRPORT HEALTH INSURANCE	$11,012
1035 - 415 - 523401	MARION COUNTY AIRPORT LIFE, AD&D, LTD	$149
1035 - 415 - 524101	MARION COUNTY AIRPORT WORKER'S COMPENSATION	$1,229
1035 - 415 - 544101	MARION COUNTY AIRPORT RENTALS & LEASES - EQUIPMENT	$2,390
1035 - 415 - 546101	MARION COUNTY AIRPORT REPAIRS/MAINT - BLDGS & GRNDS	$1,500
1035 - 415 - 564101	MARION COUNTY AIRPORT MACHINERY & EQUIPMENT	$18,535
		$297,342

Transferred To:

Account	Cost Center - Account Title	Amount
1035 - 415 - 562102	MARION COUNTY AIRPORT BUILDINGS - CIP	$297,342
		$297,342

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 18th day of May, 2021 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Jeff Gold, Chairman

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

Journal 2021-08-35
Effective Date 05/18/2021

Project Expense String	Project Title	Account	Approp. To Date	Requested Changes	Revised Appropriation
MAC000005 - CIP AIRPRT - NEWSTR CNS - 415	Design and Construct 20 T Hangars	562102	312,643	297,342	609,985
MAC000005 - CIP AIRPRT - NEWSTR CNS - 415GS	Design and Construct 20 T Hangars	562102	719,368	0	719,368
MAC000005 - CIP AIRPRT - NEWSTR CNS - 742	Design and Construct 20 T Hangars	562102	60,000	0	60,000
			1,092,011	297,342	1,389,353

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3140 **Agenda Date:** 5/18/2021 **Agenda No.:** 5.1.10.

SUBJECT:
Marion County Utility Fund - Utilities Wastewater System - $7,500

INITIATOR:
Jody Kirkman, P.E., Environmental Services Director

DEPARTMENT:
Environmental Services

DESCRIPTION/BACKGROUND:
At the October 20, 2020 Board meeting, BAR 2021-01-601 was approved to move $7,500 from the Utilities department operating supplies (552108) to Machinery and Equipment (564101) based upon the projected expense of the item. Upon requisitioning the replacement 5800 Refrigerated Sampler for the Utilities department, Finance determined that since this was a replacement and, based on policy, it does not need to be a capital item. We are, therefore, requesting to reverse the $7,500 of funds be transferred back to the original object line items.

BUDGET/IMPACT:
Neutral

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 21 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2020-2021 BUDGET

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

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

Transferred From:

Account	Cost Center - Account Title	Amount
4520 - 445 - 564101	UTILITIES WASTEWATER SYSTEM MACHINERY & EQUIPMENT	$7,500
		$7,500

Transferred To:

Account	Cost Center - Account Title	Amount
4520 - 445 - 552108	UTILITIES WASTEWATER SYSTEM OPERATING SUPPLIES	$7,500
		$7,500

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 18th day of May, 2021 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Jeff Gold, Chairman

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

BUDGET AMENDMENT NUMBER 2021 - 8 - 72

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3041 **Agenda Date:** 5/18/2021 **Agenda No.:** 5.1.11.

SUBJECT:
Marion Oaks MSTU for General Services - Marion Oaks MSTU - $4,659

INITIATOR:
Alan Jones, Director

DEPARTMENT:
MSTU

DESCRIPTION/BACKGROUND:
Marion Oaks General Services (HH512541) is requesting a transfer of funds of $4,659 from Capital Improvement Fund (563901) into the following: Computer Software (552106) - $625.00, Computer Hardware (552116) - $1,465 and Communication Services (541101) - $2,569 to cover the cost of installing internet lines to the building and a laptop and software for the Crew Leader. This is a one-time change.

BUDGET/IMPACT:
Neutral

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 21 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2020-2021 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 SL MO GEN SERVICES MSTU:

Transferred From:

Account	Cost Center - Account Title	Amount
1311 - 512 - 563901	MARION OAKS MSTU GENERAL SERV CAPITAL IMPROV FUNDING	$4,659
		$4,659

Transferred To:

Account	Cost Center - Account Title	Amount
1311 - 512 - 541101	MARION OAKS MSTU GENERAL SERV COMMUNICATIONS SERVICES	$2,569
1311 - 512 - 552106	MARION OAKS MSTU GENERAL SERV COMPUTER SOFTWARE	$625
1311 - 512 - 552116	MARION OAKS MSTU GENERAL SERV OPER SUPPLIES - COMP HARDWARE	$1,465
		$4,659

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 18th day of May, 2021 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Jeff Gold, 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.: 2021-3122 **Agenda Date:** 5/18/2021 **Agenda No.:** 5.1.12.

SUBJECT:
Multiple Funds - CARES Act Payroll Reimbursement

INITIATOR:
Michael McCain, Fiscal Review

DEPARTMENT:
County Administrator

DESCRIPTION/BACKGROUND:
To reimburse the County Board of County Commissioners $789,059 for payroll costs incurred between March 1, 2020 and December 30, 2020 due to COVID-19. The funds are from the reimbursed CARES Act revenue and are being transferred to the following funds:

0010 - GENERAL FUND	$429,423
1020 - CNTY TRANS MAINT FUND	$112,802
1029 - TMF TRANSP PLANNING ORG	$ 3,839
1035 - MARION COUNTY AIRPORT FUND	$ 1,214
1071 - 9-1-1 MANAGEMENT FUND	$ 4,640
1074 - TOURIST DEVELOPMENT FUND	$ 4,302
1081 - PARKS & REC FEES FUND	$ 7,078
1120 - FIRE, RESCUE AND EMS FUND	$112,599
1131 - STORMWATER PROGRAM	$ 7,477
1141 - BUILDING SAFETY FUND	$ 38,311
1151 - LOCAL HOUSING TRUST FUND	$ 145
1300 - RLE MUNI SERVICE DISTRICT	$ 4,774
1310 - MARION OAKS MSTU	$ 10,420
1311 - SL MO GEN SERVICES MSTU	$ 1,677
4010 - SOLID WASTE DISPOSAL FUND	$ 21,503
4520 - MARION COUNTY UTILITY FUND	$ 27,105
5010 - INSURANCE FUND	$ 1,750

BUDGET/IMPACT:
Increase County Transportation Maintenance Fund appropriation by $112,802
Increase TMF Transportation Planning Org appropriation by $3,839
Increase Marion County Airport Fund appropriation by $1,214
Increase 9-1-1 Management Fund appropriation by $4,640
Increase Tourist Development Fund appropriation by $4,302
Increase Park and Recreation Fees Fund appropriation by $7,078
Increase Fire Rescue and EMS Fund appropriation by $112,599
Increase Stormwater Program appropriation by $7,477
Increase Building Safety Fund appropriation by $38,311

Increase Local Housing Trust Fund appropriation by $145
Increase Rainbow Lakes Estates MSD appropriation by $4,774
Increase Marion Oaks MSTU appropriation by $10,420
Increase Marion Oaks MSTU for General Services appropriation by $1,677
Increase Solid Waste Disposal Fund appropriation by $21,503
Increase Marion County Utility Fund appropriation by $27,105
Increase Insurance Fund appropriation by $1,750

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolutions.

RESOLUTION NUMBER 21 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2020-2021 BUDGET

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

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

Transferred From:

Account	Cost Center - Account Title	Amount
0010 - 000 - 332506	GENERAL FUND DEPARTMENT OPEN CARES ACT CORONAVIRUS RELIEF	$429,423
0010 - 338 - 590106	CORONAVIRUS RELIEF NON OPERATING - CARES ACT	$789,059
		$1,218,482

Transferred To:

Account	Cost Center - Account Title	Amount
0010 - 100 - 599101	LEGISLATIVE RESERVE FOR CONTINGENCIES	$429,423
0010 - 338 - 332506	CORONAVIRUS RELIEF CARES ACT CORONAVIRUS RELIEF	$429,423
0010 - 338 - 581101	CORONAVIRUS RELIEF AID TO GOVERNMENT AGENCIES	$4,774
0010 - 338 - 591105	CORONAVIRUS RELIEF BUDG TRANS TO TRANSP FUND	$112,802
0010 - 338 - 591106	CORONAVIRUS RELIEF BUDG TRANS TO MC AIRPORT FUND	$1,214
0010 - 338 - 591114	CORONAVIRUS RELIEF BUDG TRANS TO 9-1-1 FUND	$4,640
0010 - 338 - 591116	CORONAVIRUS RELIEF BUDG TRANS TO BUILDING FUND	$38,311
0010 - 338 - 591117	CORONAVIRUS RELIEF BUDG TRANS TO TOURIST DEV FUND	$4,302
0010 - 338 - 591118	CORONAVIRUS RELIEF BUDG TRANS TO PARK FEE FUND	$7,078
0010 - 338 - 591122	CORONAVIRUS RELIEF BUDG TRANS TO LCL HOUSE FUND	$145
0010 - 338 - 591132	CORONAVIRUS RELIEF BUDG TRANS TO MAR OAK MSTU REC	$10,420
0010 - 338 - 591181	CORONAVIRUS RELIEF BUDG TRANS TO FIRE RESC FUND	$112,599

0010 - 338 - 591189	CORONAVIRUS RELIEF BUDG TRANS TO STORMWATER FUND	$7,477
0010 - 338 - 591193	CORONAVIRUS RELIEF BUDG TRANS TO MOA MSTU GEN SER	$1,677
0010 - 338 - 591401	CORONAVIRUS RELIEF BUDG TRANS TO SOLID WASTE DISP	$21,503
0010 - 338 - 591452	CORONAVIRUS RELIEF BUDG TRANS TO UTILITY FUND	$27,105
0010 - 338 - 591501	CORONAVIRUS RELIEF BUDG TRANS TO INSURANCE FUND	$1,750
0010 - 338 - 591605	CORONAVIRUS RELIEF BUDG TRANS TO TMF FUND	$3,839
		$1,218,482

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 18th day of May, 2021 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Jeff Gold, Chairman

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

RESOLUTION NUMBER 21 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2020-2021 BUDGET

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

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

Transferred From:

Account	Cost Center - Account Title	Amount
1020 - 400 - 381001	TRANSPORTATION FROM GENERAL FUND	$112,802
		$112,802

Transferred To:

Account	Cost Center - Account Title	Amount
1020 - 760 - 599101	ROAD & STREET FACILITIES RESERVE FOR CONTINGENCIES	$112,802
		$112,802

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 18th day of May, 2021 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Jeff Gold, Chairman

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

BUDGET AMENDMENT NUMBER 2021 - 8 - 240

RESOLUTION NUMBER 21 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2020-2021 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 TMF TRANSP PLANNING ORG:

Transferred From:

Account	Cost Center - Account Title	Amount
1029 - 407 - 381001	TPO - FED HIGHWAY ADMIN FROM GENERAL FUND	$3,839
		$3,839

Transferred To:

Account	Cost Center - Account Title	Amount
1029 - 407 - 599101	TPO - FED HIGHWAY ADMIN RESERVE FOR CONTINGENCIES	$3,839
		$3,839

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 18th day of May, 2021 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Jeff Gold, Chairman

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

BUDGET AMENDMENT NUMBER 2021 - 8 - 241

RESOLUTION NUMBER 21 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2020-2021 BUDGET

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

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

Transferred From:

Account	Cost Center - Account Title	Amount
1035 - 415 - 381001	MARION COUNTY AIRPORT FROM GENERAL FUND	$1,214
		$1,214

Transferred To:

Account	Cost Center - Account Title	Amount
1035 - 415 - 599101	MARION COUNTY AIRPORT RESERVE FOR CONTINGENCIES	$1,214
		$1,214

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 18th day of May, 2021 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Jeff Gold, Chairman

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

BUDGET AMENDMENT NUMBER 2021 - 8 - 243

RESOLUTION NUMBER 21 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2020-2021 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 9-1-1 MANAGEMENT FUND:

Transferred From:

Account	Cost Center - Account Title	Amount
1071 - 313 - 381001	9-1-1 MANAGEMENT FROM GENERAL FUND	$4,640
		$4,640

Transferred To:

Account	Cost Center - Account Title	Amount
1071 - 313 - 599101	9-1-1 MANAGEMENT RESERVE FOR CONTINGENCIES	$4,640
		$4,640

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 18th day of May, 2021 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Jeff Gold, Chairman

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

BUDGET AMENDMENT NUMBER 2021 - 8 - 244

RESOLUTION NUMBER 21 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2020-2021 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 TOURIST DEVELOPMENT FUND:

Transferred From:

Account	Cost Center - Account Title	Amount
1074 - 155 - 381001	VISITORS AND CONVENTION BUREAU FROM GENERAL FUND	$4,302
		$4,302

Transferred To:

Account	Cost Center - Account Title	Amount
1074 - 155 - 599101	VISITORS AND CONVENTION BUREAU RESERVE FOR CONTINGENCIES	$4,302
		$4,302

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 18th day of May, 2021 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Jeff Gold, Chairman

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

BUDGET AMENDMENT NUMBER 2021 - 8 - 245

RESOLUTION NUMBER 21 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2020-2021 BUDGET

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

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

Transferred From:

Account	Cost Center - Account Title	Amount
1081 - 000 - 381001	PARKS & REC FEES FUND DEPARTMENT OPEN FROM GENERAL FUND	$7,078
		$7,078

Transferred To:

Account	Cost Center - Account Title	Amount
1081 - 362 - 563101	PARKS & RECREATION FEES IMPROVE OTHER THAN BUILDINGS	$7,078
		$7,078

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 18th day of May, 2021 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Jeff Gold, Chairman

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

BUDGET AMENDMENT NUMBER 2021 - 8 - 246

RESOLUTION NUMBER 21 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2020-2021 BUDGET

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

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

Transferred From:

Account	Cost Center - Account Title	Amount
1120 - 300 - 381001	FIRE RESCUE SERVICES FROM GENERAL FUND	$112,599
		$112,599

Transferred To:

Account	Cost Center - Account Title	Amount
1120 - 300 - 599101	FIRE RESCUE SERVICES RESERVE FOR CONTINGENCIES	$112,599
		$112,599

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 18th day of May, 2021 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Jeff Gold, Chairman

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

BUDGET AMENDMENT NUMBER 2021 - 8 - 247

RESOLUTION NUMBER 21 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2020-2021 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 STORMWATER PROGRAM:

Transferred From:

Account	Cost Center - Account Title	Amount
1131 - 430 - 381001	STORMWATER PROGRAM FROM GENERAL FUND	$7,477
		$7,477

Transferred To:

Account	Cost Center - Account Title	Amount
1131 - 430 - 599101	STORMWATER PROGRAM RESERVE FOR CONTINGENCIES	$7,477
		$7,477

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 18th day of May, 2021 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Jeff Gold, Chairman

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

BUDGET AMENDMENT NUMBER 2021 - 8 - 248

RESOLUTION NUMBER 21 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2020-2021 BUDGET

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

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

Transferred From:

Account	Cost Center - Account Title	Amount
1141 - 318 - 381001	BUILDING FROM GENERAL FUND	$38,311
		$38,311

Transferred To:

Account	Cost Center - Account Title	Amount
1141 - 318 - 599101	BUILDING RESERVE FOR CONTINGENCIES	$38,311
		$38,311

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 18th day of May, 2021 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Jeff Gold, Chairman

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

BUDGET AMENDMENT NUMBER 2021 - 8 - 250

RESOLUTION NUMBER 21 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2020-2021 BUDGET

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

WHEREAS, the following budget amendment is necessary and proper in the LOCAL HOUSING TRUST FUND:

Transferred From:

Account	Cost Center - Account Title	Amount
1151 - 350 - 381001	STATE HOUSE INITIATIVE PARTNER FROM GENERAL FUND	$145
		$145

Transferred To:

Account	Cost Center - Account Title	Amount
1151 - 350 - 548101	STATE HOUSE INITIATIVE PARTNER PROMOTIONAL ACTIVITIES	$145
		$145

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 18th day of May, 2021 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Jeff Gold, Chairman

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

BUDGET AMENDMENT NUMBER 2021 - 8 - 251

RESOLUTION NUMBER 21 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2020-2021 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 RLE MUNI SERVICE DISTRICT:

Transferred From:

Account	Cost Center - Account Title	Amount
1300 - 500 - 332506	RAINBOW LAKES ESTATES GEN GOVT CARES ACT CORONAVIRUS RELIEF	$4,774
		$4,774

Transferred To:

Account	Cost Center - Account Title	Amount
1300 - 500 - 599101	RAINBOW LAKES ESTATES GEN GOVT RESERVE FOR CONTINGENCIES	$4,774
		$4,774

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 18th day of May, 2021 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Jeff Gold, Chairman

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

BUDGET AMENDMENT NUMBER 2021 - 8 - 252

RESOLUTION NUMBER 21 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2020-2021 BUDGET

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

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

Transferred From:

Account	Cost Center - Account Title	Amount
1310 - 510 - 381001	MARION OAKS RECREATION FROM GENERAL FUND	$10,420
		$10,420

Transferred To:

Account	Cost Center - Account Title	Amount
1310 - 510 - 599101	MARION OAKS RECREATION RESERVE FOR CONTINGENCIES	$10,420
		$10,420

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 18th day of May, 2021 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Jeff Gold, Chairman

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

BUDGET AMENDMENT NUMBER 2021 - 8 - 253

RESOLUTION NUMBER 21 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2020-2021 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 SL MO GEN SERVICES MSTU:

Transferred From:

Account	Cost Center - Account Title	Amount
1311 - 512 - 381001	MARION OAKS MSTU GENERAL SERV FROM GENERAL FUND	$1,677
		$1,677

Transferred To:

Account	Cost Center - Account Title	Amount
1311 - 512 - 599199	MARION OAKS MSTU GENERAL SERV RESERVE FOR CASH CARRY FORWARD	$1,677
		$1,677

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 18th day of May, 2021 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Jeff Gold, Chairman

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

BUDGET AMENDMENT NUMBER 2021 - 8 - 254

RESOLUTION NUMBER 21 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2020-2021 BUDGET

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

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

Transferred From:

Account	Cost Center - Account Title	Amount
4010 - 000 - 381001	SOLID WASTE DISPOSAL FUND DEPARTMENT OPEN FROM GENERAL FUND	$21,503
		$21,503

Transferred To:

Account	Cost Center - Account Title	Amount
4010 - 423 - 599302	SOLID WASTE DISPOSAL RESERVE FOR CAPITAL OUTLAY	$21,503
		$21,503

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 18th day of May, 2021 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Jeff Gold, Chairman

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

BUDGET AMENDMENT NUMBER 2021 - 8 - 256

RESOLUTION NUMBER 21 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2020-2021 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 - 000 - 381001	MARION COUNTY UTILITY FUND DEPARTMENT OPEN FROM GENERAL FUND	$27,105
		$27,105

Transferred To:

Account	Cost Center - Account Title	Amount
4520 - 440 - 599301	UTILITIES MANAGEMENT RESERVE FOR FUTURE CAP OUTLAY	$27,105
		$27,105

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 18th day of May, 2021 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Jeff Gold, Chairman

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

BUDGET AMENDMENT NUMBER 2021 - 8 - 257

RESOLUTION NUMBER 21 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2020-2021 BUDGET

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

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

Transferred From:

Account	Cost Center - Account Title	Amount
5010 - 160 - 381001	INSURANCE FROM GENERAL FUND	$1,750
		$1,750

Transferred To:

Account	Cost Center - Account Title	Amount
5010 - 160 - 599501	INSURANCE RESERVE FOR SELF INSUR CLAIMS	$1,750
		$1,750

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 18th day of May, 2021 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Jeff Gold, Chairman

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

BUDGET AMENDMENT NUMBER 2021 - 8 - 258

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3048 **Agenda Date:** 5/18/2021 **Agenda No.:** 5.1.13.

SUBJECT:
Parks and Recreation Fees Fund - Parks and Recreation Fees - $236,342

INITIATOR:
Jim Couillard, PLA, ASLA, Director

DEPARTMENT:
Parks and Recreation

DESCRIPTION/BACKGROUND:
Request to transfer funds from the Marion County Parks and Recreation Fees Fund (CR362572) Improvements Other than Buildings (563101) to Budget Transfer to Marion County Airport Fund (591106) in the amount of $236,342. This transfer will allow the Department to fund the construction of 20 T Hangars for the Marion County Airport. The T-Hangar project is an 80% FDOT-Grant and 20% Marion County Airport match for the construction of 20 T-hangars. The funds transferred will be a loan from the Parks and Recreation Fees Fund that will have a debt repayment plan of $35,000 annually starting in fiscal 2023 and ending in fiscal year 2030.

BUDGET/IMPACT:
Neutral

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 21 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2020-2021 BUDGET

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

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

Transferred From:

Account	Cost Center - Account Title	Amount
1081 - 362 - 563101	PARKS & RECREATION FEES IMPROVE OTHER THAN BUILDINGS	$236,342
		$236,342

Transferred To:

Account	Cost Center - Account Title	Amount
1081 - 362 - 591106	PARKS & RECREATION FEES BUDG TRANS TO MC AIRPORT FUND	$236,342
		$236,342

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 18th day of May, 2021 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Jeff Gold, Chairman

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

BUDGET AMENDMENT NUMBER 2021 - 8 - 33

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3127 **Agenda Date:** 5/18/2021 **Agenda No.:** 5.1.14.

SUBJECT:
Solid Waste Disposal Fund - Solid Waste Recycling - $50,000

INITIATOR:
Jody Kirkman, P.E. Environmental Services Director

DEPARTMENT:
Environmental Services

DESCRIPTION/BACKGROUND:
Additional funding is needed for Container repairs and maintenance at the recycling centers. Due to the increased usage, containers are needing an unusual amount of repairs. In anticipation of this continuing for the balance of the year, there is a need to add $50,000 to the Purchase Order for container repairs. There has been reduced need for Contractual services and Operating Supplies in FY2021. This is a one-time entry.

BUDGET/IMPACT:
Neutral

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 21 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2020-2021 BUDGET

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

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

Transferred From:

Account	Cost Center - Account Title	Amount
4010 - 427 - 534101	SOLID WASTE RECYCLING CONTRACT SERV - OTHER - MISC	$25,000
4010 - 427 - 552108	SOLID WASTE RECYCLING OPERATING SUPPLIES	$25,000
		$50,000

Transferred To:

Account	Cost Center - Account Title	Amount
4010 - 427 - 546301	SOLID WASTE RECYCLING REPAIRS/MAINT - EQUIPMENT	$50,000
		$50,000

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 18th day of May, 2021 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Jeff Gold, Chairman

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

BUDGET AMENDMENT NUMBER 2021 - 8 - 112

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3130 **Agenda Date:** 5/18/2021 **Agenda No.:** 5.1.15.

SUBJECT:
Solid Waste Disposal Fund - Solid Waste Disposal - $60,000

INITIATOR:
Jody Kirkman, P.E., Environmental Services Director

DEPARTMENT:
Environmental Services

DESCRIPTION/BACKGROUND:
Additional funding is needed for contractual services to recycle tires due to the increased receipts of used tires. Professional services for Title V Compliance are lower than anticipated. This is a one-time entry.

BUDGET/IMPACT:
Neutral

RECOMMENDED ACTION:
Approve attached Budget Amendment Resolution.

RESOLUTION NUMBER 21 - R -

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS IN AND FOR MARION COUNTY, FLORIDA TO AMEND THE FISCAL YEAR 2020-2021 BUDGET

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

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

Transferred From:

Account	Cost Center - Account Title	Amount
4010 - 423 - 531109	SOLID WASTE DISPOSAL PROFESSIONAL SERVICES	$60,000
		$60,000

Transferred To:

Account	Cost Center - Account Title	Amount
4010 - 423 - 534101	SOLID WASTE DISPOSAL CONTRACT SERV - OTHER - MISC	$60,000
		$60,000

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners in and for Marion County, Florida this 18th day of May, 2021 that the aforementioned transactions be, and the same are hereby authorized.

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

Attest:

Jeff Gold, 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.: 2021-3099 **Agenda Date:** 5/18/2021 **Agenda No.:** 5.2.1.

SUBJECT:
Request appointment of two (2) Commissioners to serve on the Value Adjustment Board (VAB) for 2021

INITIATOR:
Deputy Clerk

DEPARTMENT:
Clerk of Court

DESCRIPTION/BACKGROUND:
Request appointment of two (2) Commissioners to serve on the Value Adjustment Board (VAB) for 2021.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to appoint two (2) Commissioners to serve on the VAB for 2021.

GREGORY C. HARRELL
CLERK OF COURT AND COMPTROLLER – MARION COUNTY, FLORIDA

CLERK OF COURT
RECORDER OF OFFICIAL RECORDS
CLERK AND ACCOUNTANT OF THE BOARD OF COUNTY COMMISSIONERS
CUSTODIAN OF COUNTY FUNDS AND COUNTY AUDITOR

POST OFFICE BOX 1030
OCALA, FLORIDA 34478-1030
TELEPHONE (352) 671-5604
WWW.MARIONCOUNTYCLERK.ORG

TO: Marion County Board of County Commissioners

FROM: Gregory C. Harrell, Clerk of Circuit Court and Comptroller

DATE: May 7, 2021

RE: 2021 Value Adjustment Board

To comply with Florida Statutes, 194.015, the Value Adjustment Board shall consist of two members of the governing body of the county as elected from the membership of the Board of said governing body and one citizen member appointed by the governing body of the county who must own homestead property within the county. In order for the Clerk's Office to schedule meetings on behalf of the 2021 Value Adjustment Board (VAB) the Board of County Commissioners (BCC) must appoint two (2) Commissioners and one (1) Citizen Member to serve on the VAB, pursuant to Rule Chapter 12D-9, Florida Administrative Code (FAC).

Traditionally, the members appointed to the Value Adjustment Board have been Commissioners not currently up for reelection.

Enclosures
GCH/dw

Menu

2020 Florida Statutes

< Back to Statute Search

Title XIV TAXATION AND FINANCE

Chapter 194 ADMINISTRATIVE AND JUDICIAL REVIEW OF PROPERTY TAXES

SECTION 015 Value adjustment board.

194.015 Value adjustment board.—There is hereby created a value adjustment board for each county, which shall consist of two members of the governing body of the county as elected from the membership of the board of said governing body, one of whom shall be elected chairperson, and one member of the school board as elected from the membership of the school board, and two citizen members, one of whom shall be appointed by the governing body of the county and must own homestead property within the county and one of whom must be appointed by the school board and must own a business occupying commercial space located within the school district. A citizen member may not be a member or an employee of any taxing authority, and may not be a person who represents property owners in any administrative or judicial review of property taxes. The members of the board may be temporarily replaced by other members of the respective boards on appointment by their respective chairpersons. Any three members shall constitute a quorum of the board, except that each quorum must include at least one member of said governing board, at least one member of the school board, and at least one citizen member and no meeting of the board shall take place unless a quorum is present. Members of the board may receive such per diem compensation as is allowed by law for state employees if both bodies elect to allow such compensation. The clerk of the governing body of the county shall be the clerk of the value adjustment board. The board shall appoint private counsel who has practiced law for over 5 years and who shall receive such compensation as may be established by the board. The private counsel may not represent the property appraiser, the tax collector, any taxing authority, or any property owner in any administrative or judicial review of property taxes. No meeting of the board shall take place unless counsel to the board is present. Two-fifths of the expenses of the board shall be borne by the district school board and three-fifths by the district county commission.

History.—s. 2, ch. 69-140; s. 1, ch. 69-300; s. 26, ch. 70-243; s. 22, ch. 73-172; s. 5, ch. 74-234; s. 1, ch. 75-77; s. 6, ch. 76-133; s. 2, ch. 76-234; s. 1, ch. 77-69; s. 145, ch. 91-112; s. 978, ch. 95-147; s. 4, ch. 2008-197.

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12D-9.004 Composition of the Value Adjustment Board.

(1) Every county shall have a value adjustment board which consists of:

(a) Two members of the governing body of the county, elected by the governing body from among its members, one of whom shall be elected as the chair of the value adjustment board;

(b) One member of the school board of the county, elected by the school board from among its members; and,

(c) Two citizen members:

1. One who owns homestead property in the county appointed by the county's governing body,

2. One who owns a business that occupies commercial space located within the school district appointed by the school board of the county. This person must, during the entire course of service, own a commercial enterprise, occupation, profession, or trade conducted from a commercial space located within the school district and need not be the sole owner.

3. Citizen members must not be:

a. A member or employee of any taxing authority in this state,

b. A person who represents property owners, property appraisers, tax collectors, or taxing authorities in any administrative or judicial review of property taxes.

4. Citizen members shall be appointed in a manner to avoid conflicts of interest or the appearance of conflicts of interest.

(2)(a) Each elected member of the value adjustment board shall serve on the board until he or she is replaced by a successor elected by his or her respective governing body or school board or is no longer a member of the governing body or school board of the county.

(b) When an elected member of the value adjustment board ceases being a member of the governing body or school board whom he or she represents, that governing body or school board must elect a replacement.

(c) When the citizen member of the value adjustment board appointed by the governing body of the county is no longer an owner of homestead property within the county, the governing body must appoint a replacement.

(d) When the citizen member appointed by the school board is no longer an owner of a business occupying commercial space located within the school district, the school board must appoint a replacement.

(3)(a) At the same time that it selects a primary member of the value adjustment board, the governing body or school board may select an alternate to serve in place of the primary member as needed. The method for selecting alternates is the same as that for selecting the primary members.

(b) At any time during the value adjustment board process the chair of the county governing body or the chair of the school board may appoint a temporary replacement for its elected member of the value adjustment board or for a citizen member it has appointed to serve on the value adjustment board.

(4)(a) To have a quorum of the value adjustment board, the members of the board who are present must include at least:

1. One member of the governing body of the county,

2. One member of the school board; and,

3. One of the two citizen members.

(b) The quorum requirements of Section 194.015, F.S., may not be waived by anyone, including the petitioner.

(5) The value adjustment board cannot hold its organizational meeting until all members of the board are appointed, even if the number and type of members appointed are sufficient to constitute a quorum. If board legal counsel has not been previously appointed for that year, such appointment must be the first order of business.

Rulemaking Authority 194.011(5), 194.034(1), 195.027(1), 213.06(1) FS. Law Implemented 194.011, 194.015 FS. History–New 3-30-10, Amended 9-19-17.

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3040 **Agenda Date:** 5/18/2021 **Agenda No.:** 6.1.

SUBJECT:
PUBLIC HEARING for the Consideration of an Ordinance Related to Signature Authority

INITIATOR:
Mounir Bouyounes, P.E. County Administrator

DEPARTMENT:
Administration

DESCRIPTION/BACKGROUND:
In an effort to clarify the County Administrator's signature authority, staff worked with the County Attorney to create the attached proposed ordinance.

The proposed ordinance will allow for balancing the goals of enhancing efficiency and ensuring that the County will not miss out on beneficial grant opportunities, while maintaining appropriate Board oversight over decisions that can result in financial obligations or commitments. It will also streamline the approval of events, permits, mortgage satisfactions, environmental reviews, agreements under $50,000, estoppel certificates verifying compliance and satisfaction with contractual obligations and risk management claims.

The ordinance also repeals Commission Policy 97-02.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to approve the Ordinance related to Signature Authority.

LEGAL REQUEST MEMORANDUM (LRM)

To: ☑ Matthew Minter, County Attorney ☐ Dana E. Olesky, Chief Assistant County Attorney ☐ Elizabeth Alt, Senior Assistant County Attorney ☐ Russell Ward, Assistant County Attorney

From: (Name) Clark (Last) Jennifer (First) (Dept) Administration - 2140

(Title) Executive Coordinator (Phone) ext. 2306

Signature Jennifer R. Clark Date 4/13/21

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

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

Description of Request

Please review the attached Ordinance related to signature authority and approve.
word doc available, if needed.

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

(Name) Roussel (Last) Angel (First) (Title) ACA Public Works (Phone) ext. 2328

COMPLETION IS REQUESTED BY: *(specific date)* Friday, February 5, 2021

Please allow for a MINIMUM of five (5) working days from receipt of LRM:

Agenda Item? ☑ Yes ☐ No

Agenda Deadline Date: Friday, April 23, 2021 Agenda Date: Tuesday, May 4, 2021

LRM No. 2021-283 DO NOT COMPLETE - Office of the County Attorney use ONLY

Outcome:

Approved.

Date Received:

Marion County Attorney
APR 13 2021
RECEIVED

Attorney Signature: Matthew L. Minter Date 5/11/21

Staff Signature: Debra Veachy (Completed) Returned: ☐ Department ☐ Admin ☐ Procurement

5/11/2021

Rev 12/21/17

ORDINANCE NO. 21-R-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, AUTHORIZING DESIGNATED SENIOR COUNTY PERSONNEL TO SIGN GRANT APPLICATIONS, OPERATIONAL PERMITS, BINGO LICENSES, EVENT CONTRACTS, MORTGAGE SATISFACTIONS, ENVIRONMENTAL REVIEWS, HEALTH DEPARTMENT SERVICE AGREEMENTS, DEPOSIT COLLECTION SERVICE AGREEMENTS, MAINTENANCE AGREEMENTS, RISK MANAGEMENT CLAIM SETTLEMENTS AND AS CUSTODIAN FOR COUNTY FACILITIES; UNDER ENUMERATED CIRCUMSTANCES HEREIN; PROVIDING FOR REPEAL OF COMMISSION POLICY 97-02; PROVIDING FOR RESOLUTION OF CONFLICTS; and PROVIDING AN EFFECTIVE DATE.

WHEREAS, there are occasions where County professional staff learn of a grant application filing deadline for an advantageous grant program when there is insufficient time to place the matter on a Board agenda before such deadline; and

WHEREAS, the Board desires to adopt the following protocols for signature authority with respect to such grant applications, in a way that balances the goals of enhancing efficiency and ensuring that the County will not miss out on beneficial opportunities, while maintaining appropriate Board oversight over decisions that can result in financial obligations or commitments to the County; and

WHEREAS, the Board also desires to streamline the approval of events, permits, mortgage satisfactions, environmental reviews, agreements under $50,000, estoppel certificates verifying compliance and satisfaction with contractual obligations and risk management claim settlements.

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

SECTION 1. AUTHORITY OF COUNTY ADMINISTRATOR OR HIS OR HER DESIGNEE. The County Administrator or Assistant County Administrator or Fire Chief or Executive Director or Director as designated by the County Administrator are hereby authorized to enter into and execute documents (i.e. agreements, permits, purchase orders and contracts) including County obligations not to exceed $50,000, which may consist of event contracts, health

department service agreements, maintenance agreements, risk management claim settlements as limited by the County Code of Ordinances, operational permits, bingo licenses, mortgage satisfactions, environmental reviews, deposit collection service agreements and as custodian for county facilities documents. Any such agreements and documents, when fully executed, shall be kept as Public Record per State Statutes.

SECTION 2. SIGNATURE AUTHORITY OF THE COUNTY ADMINISTRATOR OR HIS OR HER DESIGNEE, FOR SPECIFICED GRANT APPLICATIONS. The County Administrator or Assistant County Administrator or Fire Chief or Executive Director or Director as designated by the County Administrator and in consultation with the Marion County Board of County Commissioners Chairman may only execute and submit grant applications to federal or state agencies, or not-for-profit organizations meeting one of the following criteria:

a) Florida Department of Environmental Protection (FDEP), Florida Department of Transportation (FDOT), Federal Aviation Administration (FAA), Federal Highway Administration (FHWA), Florida Department of Economic Opportunity (DEO), United States Department of Agriculture (USDA) and Water Management District (WMD) Grant applications for projects in the County Capital Improvement Program (CIP) up to $10,000,000.

b) Withlacoochee Regional Water Supply Authority (WRWSA) Grant applications for water conservation initiatives up to $100,000.

c) Federal Emergency Management Agency (FEMA) and Hazard Mitigation Grant Program (HMGP) applications up to $10,000,000.

d) Grant applications where there is no requirement or obligation for either matching funds or in-kind services from the County. However, an exception to this requirement is where the Board has set aside an appropriation for funds available for such matching funds in the current fiscal year budget, in which case, the grant may be applied for with a commitment for matching funds up to the budgeted amount.

e) Grant applications where the matching amount is less than $50,000 in any fiscal year.

f) Grant applications where a one-time matching amount is less than $100,000.

All executed applications shall be provided on a future Board agenda as a notation for the record.

SECTION 3. Notwithstanding that the above referenced documents meets one of the foregoing criteria of Sections 1 and 2, above, the documents shall not be submitted without advance Board approval, if it requires an assumption of unknown levels of liability (such as a contractual indemnification agreement) or undefined levels of long term service commitments on the part of the County.

SECTION 4. Commission Policy No. 97-02 is hereby repealed. However, the requirement in that Policy that pertains to procurement contracts, that all original contracts and agreements shall be forwarded to the Clerk for recording and payment purposes, shall continue as part of the Procurement Code. The provisions of this ordinance shall supersede any conflicting provision of any section of the County Code of Ordinances, any resolution or County policy.

SECTION 5. It is the intention of the Board of County Commissioners of Marion County, Florida, and it is hereby ordained that the provisions of this ordinance shall become and be made a part of the Marion County Code of Ordinances. The sections of this ordinance may be re-numbered or re-lettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

SECTION 6. 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 this Ordinance shall take effect upon such filing as provided in F.S. Section 125.66(2)(b).

DULY ADOPTED this _____ day of _____, 2021.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

_____
GREGORY C. HARRELL, CLERK

_____
JEFF GOLD, CHAIRMAN

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3035 **Agenda Date:** 5/18/2021 **Agenda No.:** 7.1.1.

SUBJECT:
Request Approval of Extension of Performance Period and Amendment to Qualified Target Industry (QTI) Tax Refund Agreement with Wells Pharmaceutical Outsourcing, LLC (Budget Impact - None)

INITIATOR:
Jeannie Rickman, Assistant County Administrator Public Services

DEPARTMENT:
Administration

DESCRIPTION/BACKGROUND:
On December 15, 2020 the Board consented to Wells Pharmaceutical Outsourcing, LLC (Wells) exercising its Push Option to extend the Job Creation Schedule, Tax Refund Schedule, and Job Maintenance Period, and the Expiration Date by twelve (12) months.

Wells is now seeking an additional extension of its performance period and amendment to the QTI due to the economic impacts suffered related to COVID-19, including a delay in starting operations. They are scheduled to begin operations in the second quarter of 2021.

Staff is recommending approval to allow Wells to extend its performance period, to be determined by the Florida Department of Economic Opportunity (DEO).

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to approve extension and amendment to the QTI agreement and authorize Chair to execute Notice of Local Financial Support Consent for Wells Pharmaceutical Outsourcing, LLC.

LEGAL REQUEST MEMORANDUM (LRM)

To: ☑ Matthew Minter, County Attorney ☐ Dana E. Olesky, Chief Asst County Attorney ☐ Elizabeth Alt, Sr Asst County Attorney ☐ Russell Ward, Asst County Attorney ☐ William Harris, Asst County Attorney

From: (Name) Rickman (Last) Jeannie (First) (Dept) Administration - 2140

(Title) Assistant County Administrator (Phone) 438-2307

Signature Jeannie Rickman Date 5/5/21

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

Review the attached Qualified Target Industry (QTI) Tax Refund Agreement between Division of Strategic Business Development of the Florida Department of Economic Opportunity (DSBD) and Wells Pharmaceutical Outsourcing, LLC (Wells), and the attached Amendment One in which the DEO may extend the Company's performance obligations if the Company demonstrates that it has experienced a day. Please review the attached letter and approve as to form to present to the Board on May 18, 2021 for approval and authorize Chair to execute. Also attached is the letter stating the request from Wells to extend the performance obligations and amend the QTI due to economic impacts suffered related to COVID-19.

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

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

COMPLETION IS REQUESTED BY: *(specific date)*

Please allow for a MINIMUM of five (5) working days from receipt of LRM:

Agenda Item? ☑ Yes ☐ No

Agenda Deadline Date: Friday, May 7, 2021 Agenda Date: Tuesday, May 18, 2021

LRM No. 2021-357 DO NOT COMPLETE - Office of the County Attorney use ONLY

Outcome: Approved.

Date Received:

Marion County Attorney
MAY - 5 2021
RECEIVED

Attorney Signature: Matthew S. Minter Date 5/13/21

Staff Signature: Debra Beachy (Completed) Returned: ☐ Department ☒ Admin ☐ Procurement

5/13/2021

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, Commissioner
District 3 - Jeff Gold, Chairman
District 4 - Carl Zalak III, Vice Chairman
District 5 - Michelle Stone, Commissioner

May 18, 2021

Mr. Steve Weiland, CPM
Bureau Chief/Compliance and Accountability
Florida Department of Economic Opportunity
Division of Strategic Business Development
107 Madison Street, MSC-80
Tallahassee, FL 32389

Re: Marion County Approval of Wells Pharmaceutical Outsourcing, LLC Request for Extension and Amendment

Dear Mr. Weiland,

We are in receipt of a letter notification dated May 3, 2021 from Mr. Jason McLaren, Esquire, General Counsel to Wells Pharmaceutical Outsourcing, LLC, requesting an additional extension of its performance period and amendment to the Qualified Target Industry Tax Refund Agreement due to the economic impacts suffered by the Company related to COVID-19.

As a result of COVID-19, we understand Wells Pharmaceutical Outsourcing, LLC was delayed in starting operations and is now scheduled to begin operations in the second quarter of 2021. The Marion County Board of County Commissioners, which is providing Local Financial Support as part of the foregoing QTI Tax Refund Agreement, pursuant to subsection 6(m) of the Agreement, hereby consents to Wells Pharmaceutical Outsourcing, LLC's request for an additional extension of its performance period.

Please let us know if you need additional information from Marion County.

Sincerely,

Jeff Gold, Chairman
Marion County Board of County Commissioners

cc: Carl Zalak III, Vice Chair
Kathy Bryant, Commissioner
Craig Curry, Commissioner
Michelle Stone, Commissioner
Mounir Bouyounes, County Administrator

WELLS PHARMACEUTICAL OUTSOURCING, LLC
1214 SW 33rd Avenue
Ocala, Florida 34474

May 3, 2021

Via Email: bart@ocalacep.com

Bart Rowland
Director of Job Creation
Ocala Metro Chamber & Economic Partnership

Re: Wells Pharmaceutical Outsourcing, LLC
Request for Extension and Amendment due to COVID-19

Mr. Rowland:

My name is Jason McLaren and serve as General Counsel to Wells Pharmaceutical Outsourcing, LLC ("Company"). As you may be aware, on January 5, 2021 the Company exercised its Push Option for the 2019 period which was granted. The Company now seeks an additional extension of its performance period and amendment to the Qualified Target Industry Tax Refund Agreement ("Agreement") due to the economic impacts suffered by the Company related to COVID-19. As a result of COVID-19 the Company was delayed in starting operations and is now scheduled to begin operations in the second quarter of 2021.

Should you require any further information please contact me directly as JMcLaren@nfcllc.com or in the alternative you may reach me at (617)-435-7375. Thank you for your time and courtesy in handling this matter accordingly.

Best regards,

Jason McLaren

Jason McLaren, Esq.

STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY
QUALIFIED TARGET INDUSTRY
TAX REFUND AGREEMENT

AMENDMENT ONE

This Amendment amends that **QUALIFIED TARGET INDUSTRY TAX REFUND AGREEMENT SB18-016** (the "Agreement"), by and between the Division of Strategic Business Development of the Florida Department of Economic Opportunity ("DSBD") and Wells Pharmaceutical Outsourcing, LLC (the "Company"), and any Subsidiary QTI Business and Affiliate QTI Business (as such terms are defined in the Agreement) (collectively with the Company, the "QTI Business"). The QTI Business and DSBD shall collectively be referred to herein as the "Parties".

RECITALS

WHEREAS, Section 21 of the Agreement provides that the Parties may amend the Agreement only by written agreement signed by each of the Parties; and

WHEREAS, the number of jobs to be created, and the eligible tax refund amount the Company is eligible to receive shall remain the same as initially agreed upon; and

WHEREAS, the Parties wish to amend certain provisions of the Agreement as described herein.

NOW, THEREFORE, the Parties hereby amend the Agreement as follows:

A. Section 6(o), **DUTIES OF THE QTI BUSINESS**, is hereby added to the Agreement, to read as follows:

Notwithstanding anything herein to the contrary, and subject to the terms and conditions of this Section, DEO may extend the Company's performance obligations if the Company demonstrates that it has experienced or will experience a delay, that such delay will materially affect the Company's ability to meet its performance obligations, and that such delay results directly from acts of God, wars, acts of public enemies, pandemic, epidemic, strikes, fires, floods, or other similar cause wholly beyond the Party's control (the "Performance Extension"). The Company may request use of the Performance Extension at any time from and after the Effective Date by delivering written notice to DEO in accordance with this Agreement. DEO may grant the Performance Extension in whole or in part. DEO shall respond to such request within 10 business days. The extension shall not be effective unless the Company provides a letter or letters from the body or bodies, as the case may be, that are providing any Local Financial Support consenting to the extension, signed in each case by a person authorized to bind the body or bodies, and in form and substance satisfactory to DSBD in its reasonable discretion (each, a "Local Financial Support Consent"). DSBD shall provide notice of its determination within 10 business days. Upon DSBD's receipt of an Extension request and any Local Financial Support Consents, the extension shall be irrevocable. DEO may determine the length of the Performance Extension in its sole discretion. Nothing provided for herein operates to extend or waive the Company's duty as set forth in section 288.106(6)(a) of the Florida Statutes, and in any event the Company must either apply for its tax refund on or before January 31 or request, in writing, a 30-day extension of the filing date.

B. This Amendment does not amend any other term or provision of the Agreement (except for any term or provision of the Agreement that is inconsistent with the express amendments set forth in this Amendment), which shall continue to be in full force and effect.

C. This Amendment may be executed in one or more counterparts, any one of which need not contain the signature of more than one Party, but all such counterparts taken together will constitute one and the same instrument.

IN WITNESS WHEREOF, by signature below, the Parties have duly executed and delivered this Amendment. This Amendment is effective as of the date executed by DSBD.

QTI BUSINESS:

WELLS PHARMACEUTICAL OUTSOURCING, LLC

By: _____
Name: Jason McLaren, Esq.
Title: General Counsel
Date: February 17, 2021

DSBD:

FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY, DIVISION OF STRATEGIC BUSINESS DEVELOPMENT

By: _____
Name: Brian McHugh
Title: Chief of Staff
Date: 3-4-2021

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties

Office of the General Counsel
Department of Economic Opportunity

By: _____

Approved Date:

STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY
QUALIFIED TARGET INDUSTRY
TAX REFUND AGREEMENT

THIS QUALIFIED TARGET INDUSTRY TAX REFUND AGREEMENT SB18-016 (this "Agreement") is made and entered into by and between the Division of Strategic Business Development of the Florida Department of Economic Opportunity ("DSBD") and Wells Pharmaceutical Outsourcing, LLC, a Florida limited liability company (the "Company"), and any Subsidiary QTI Business and Affiliate QTI Business (as such terms are hereinafter defined) (collectively with the Company, the "QTI Business"). The QTI Business and DSBD shall collectively be referred to herein as the "Parties".

RECITALS

WHEREAS, based on the Application and the Qualified Target Industry Tax Refund attachment to the Application and any amendments thereto (collectively, the "Application") submitted by or on behalf of the Company (in such capacity, the "Applicant"), DSBD has determined that the Applicant's commitments regarding the QTI Business satisfy the requirements necessary to certify the QTI Business for participation in the Qualified Target Industry Tax Refund Program pursuant to Section 288.106 of the Florida Statutes (the "Program") and DSBD certified the QTI Business as a "qualified target industry business" in connection with the Project (as hereinafter defined) in accordance with Section 288.106 of the Florida Statutes on July 14, 2017 (the "Certification Date"); and

WHEREAS, this agreement is not a general obligation of the State of Florida, nor is it backed by the full faith and credit of the State of Florida. Payment of tax refunds is conditioned on and subject to specific annual appropriations by the Florida Legislature sufficient to pay amounts authorized in section 288.106, Florida Statutes.

NOW, THEREFORE, for and in consideration of the agreements, covenants and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound hereby, agree as follows:

1. NOTICES.

(a) All notices and demands that are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been duly given if delivered to the Parties in accordance with this Section 1 at the following respective addresses:

If to DSBD:

Florida Department of Economic Opportunity
Division of Strategic Business Development
107 East Madison Street, MSC 80,
The Caldwell Building
Tallahassee, Florida 32399
Telephone: (850) 717-8960
Facsimile: (850) 410-4770

If to the QTI Business:

Wells Pharmaceutical Outsourcing, LLC
1214 SW 33rd Avenue
Ocala, Florida 34474
Telephone: (800) 622-4510

(b) All notices and demands to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given (i) when personally delivered, (ii) when transmitted via facsimile to the number set out above if the sender on the same day sends a confirming copy of such notice by a recognized overnight delivery service (charges prepaid), (iii) the day following the day (except if not a business day then the next business day) on which the same has been delivered prepaid to a reputable national overnight air courier service, or (iv) the third business day following the day on which the same is sent by certified or registered mail, postage prepaid. Notices and demands, in each case to the respective Parties, shall be sent to the applicable address set forth in Section 1(a), unless another address has been previously specified in writing in accordance with this Section 1(b).

2. **ADMINISTRATORS.**

(a) DSBD's administrator in connection with this Agreement is the Chief of Compliance and Accountability.

(b) The QTI Business' administrator in connection with this Agreement is:

Name: Veronica Garvey
Title: Director of Human Resources
E-mail: vgarvey@wellsrx.com
Telephone: (561) 515-8021 Ext. 2506

(c) All approvals and certifications pursuant to this Agreement must be obtained from the Parties' respective administrators or their respective designees.

(d) The Parties may replace their respective administrators by delivering written notice of the appointment of a replacement administrator to the other Party in accordance with Section 1.

3. **TERM.** This Agreement is effective as of the date on which DSBD executes this Agreement (such date, the "Effective Date") and shall continue until the earlier to occur of (a) June 30, 2026 (the "Expiration Date") or (b) the date on which this Agreement is terminated pursuant to Section 10. Notwithstanding the foregoing, the provisions of Sections 1, 3, 10, 11, 13, 14, 16, 17, 19 through 21 and 23 shall survive the termination or expiration of this Agreement; provided, however, that the record-keeping and audit-related obligations set forth in Section 13 shall terminate in accordance with the requirements of Section 13.

4. **QTI BUSINESS DESCRIPTION.**

(a) The Company's federal employer identification number ("FEIN") is 32-0498694, its reemployment tax ("RT") number is 3533242 and, if applicable, its Florida Department of Revenue sales/use tax identification number is 52-80-176184-58-3.

(b) For purposes of this Agreement, the Subsidiaries of the Company listed in Exhibit C, as amended to include additional Subsidiaries from time to time (each, a "Subsidiary QTI Business"), may perform the obligations of the Company set forth in Section 6(a), (b), (c), (d), and (e) (such obligations, the

"Project Job Requirements"); provided, however, that the inclusion of any Subsidiary QTI Business after the Effective Date shall be subject to DSBD's acknowledgement of the same, which may be withheld or delayed at DSBD's sole discretion. The Company covenants and agrees to cause each Subsidiary QTI Business to comply with each of the covenants and obligations of the QTI Business set forth in this Agreement. For purposes of this Agreement, the term "Subsidiary" means any corporation, limited liability company, partnership, association or other business entity of which (i) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by the Company or one or more of the other Subsidiaries of the Company or a combination thereof, or (ii) if a limited liability company, partnership, association or other business entity, a majority of the membership, partnership or other similar ownership interest thereof is at the time owned or controlled, directly or indirectly, by the Company or one or more Subsidiaries of the Company or a combination thereof.

(c) For purposes of this Agreement, the Affiliates of the Company that execute and deliver to DSBD a joinder in the form of Exhibit D (a "Joinder") may perform the Project Job Requirements (each, an "Affiliate QTI Business"); provided, however, that the inclusion of any Affiliate QTI Business after the Effective Date shall be subject to DSBD's acknowledgement of the same, which may be withheld or delayed at DSBD's sole discretion. For purposes of this Agreement, the term "Affiliate" means any entity that directly, or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the Company, where the term "control" (including the terms "controlling," "controlled by" and "under common control with") means possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise; provided, however, that the term "Affiliate" shall not include any Subsidiary.

(d) The Company may submit claims for tax refunds pursuant to Section 6(g) for eligible taxes paid by any Subsidiary QTI Business or Affiliate QTI Business; provided, that either (i) such taxes relate directly to the Project (as hereinafter defined), the location of the Project or business activities at the location of the Project or (ii) such Subsidiary QTI Business or Affiliate QTI Business is engaged in the same target industry as the Company in the State of Florida (Pharmaceutical Preparation Manufacturing).

(e) The QTI Business' taxable year begins on January 1 and ends on December 31 of each calendar year.

5. PROJECT DESCRIPTION. The project is limited to the location of the QTI Business' compound pharmaceutical preparation manufacturing operations in Ocala, Florida (the "Project").

6. DUTIES OF THE QTI BUSINESS. The QTI Business covenants and agrees that:

(a) For the purpose of determining the QTI Business' satisfaction of the Project Job (as such term is defined below) creation requirements, the QTI Business' average number of full-time-equivalent employees during the twelve (12) month period beginning on July 1, 2016 and ending on June 30, 2017 (the "Base Jobs") shall be calculated in accordance with Exhibit B.

(b) The QTI Business shall create at least 121 net new-to-Florida full-time-equivalent jobs in connection with the Project at the Project's location(s), as measured in accordance with Exhibit B (the "Project Jobs"); provided, however, that only those employees hired on or after the Certification Date and working at the Project's location(s) on or after the Effective Date shall constitute "Project Jobs" under this Agreement. Notwithstanding anything in this Agreement to the contrary, in no event shall jobs in respect

of which the QTI Business or any of its Affiliates received or receives QTI tax refunds pursuant to any other agreement with DSBD be considered "Project Jobs" under this Agreement and neither the QTI Business nor any of its Affiliates shall receive QTI tax refunds under any other agreement for Project Jobs with respect to which the QTI Business received QTI tax refunds under this Agreement. In the event that the QTI Business is party to any other agreement with DSBD that was entered into prior to the Effective Date with respect to jobs created or to be created at the same location(s) as the Project and that is in effect as of the Effective Date, any jobs created at the Project's location(s) shall be considered Project Jobs only after the QTI Business has satisfied its job creation requirements with respect to such period under such other agreement.

(c) The Company shall provide evidence to DSBD's reasonable satisfaction that the QTI Business has created the Project Jobs in accordance with the following schedule (the "Job Creation Schedule"):

Project Job Creation Schedule		
Implementation Date	**Project Jobs Per Phase**	**Aggregate Project Jobs**
12/31/19	31	31
12/31/20	43	74
12/31/21	47	121

(d) The Company shall provide evidence to DSBD satisfactory to DSBD in its reasonable satisfaction that the average annualized wage of the Project Jobs is at least $40,518, as measured in accordance with Exhibit B (the "Project Wage").

(e) The Company shall provide evidence to DSBD satisfactory to DSBD in its reasonable discretion that the QTI Business has maintained the Project Jobs paying the Project Wage from January 1, 2022 until at least December 31, 2024 (the "Job Maintenance Period").

(f) The Company shall annually submit certifications with respect to the QTI Business' employment and average annualized wage paid in connection with its satisfaction of the Project Job Requirements using a QTI claim application in the form provided by DSBD or an alternative form that is satisfactory to DSBD in its reasonable discretion and provide supporting documentation that is satisfactory to DSBD in its reasonable discretion in respect of each year that coincides with the Job Creation Schedule or the Job Maintenance Period by no later than January 31 of each calendar year immediately following each such period (the "QTI Claim Deadline"); provided, however, that the Company may request a thirty (30) day extension of the QTI Claim Deadline in writing delivered to DSBD prior to the expiration of the QTI Claim Deadline.

(g) The claim for a tax refund scheduled for any State of Florida fiscal year (July 1 - June 30) shall:

(i) Be filed by the Company after the December 31 Project Job phase implementation date, but before January 31 of that same State of Florida fiscal year (subject to Section 6(f)), for the tax refund scheduled to be paid in the State of Florida fiscal year starting on the following July 1;

(ii) Be filed by the Company on forms obtained from DSBD;

(iii) Not exceed the amounts specified in Section 8(b) of this Agreement;

(iv) Be based on the taxes as set forth in Section 7(a) of this Agreement that were due and paid by the QTI Business after the beginning of the QTI Business' first taxable year that begins after the Effective Date; or be based on the taxes set forth in Section 7(b) of this Agreement that were due and paid by the QTI Business after the Effective Date; and/or

(v) Be documented with receipts of these tax payments as specified in Exhibit B.

(h) Funding from local sources, public or private, in an amount equal to twenty percent (20%) of the QTI Business' annual tax refund shall be paid to the Economic Development Trust Fund ("Local Financial Support"). The QTI Business may not provide, directly or indirectly, more than five percent (5%) of the Local Financial Support in any fiscal year. If the Local Financial Support consists of direct payments, ad valorem tax abatement or the appraised market value of municipal or county land conveyed or provided at a discount to the QTI Business, the notice – Local Financial Support Transmittal Form – along with the direct payment, a copy of the ordinance granting the ad valorem abatement, or documentation of the land value shall be delivered to DSBD. DSBD must receive all payments and notices of ad valorem tax abatements or the appraised market value of municipal or county land conveyed or provided at a discount to the QTI Business before a payment is made based on a claim submitted pursuant to Section 6(g)(i) of this Agreement.

(i) If taxes that formed the basis for a tax refund under this Agreement are subsequently adjusted by the application of any credit, tax refund, or exemption for any reason other than those tax refunds provided pursuant to this Agreement, then the Company shall notify and tender payment to DSBD in the amount of the adjustment within (20) days after receiving such adjustment; provided, however, that the payment that the Company is required to tender to DSBD shall not exceed the amount of the tax refund issued by DSBD in respect of such adjusted tax.

(j) Promptly (and in any event within five (5) business days after the QTI Business has knowledge), the Company shall notify DSBD in writing of (i) any developments that materially and adversely affect the ability of the QTI Business to perform its obligations under this Agreement; (ii) the occurrence of a Termination Event (as hereinafter defined); or (iii) the occurrence of a Change of Control of the Company. For purposes of this Agreement, the term "Change of Control" means any transaction or series of related transactions pursuant to which any person or entity that is not an Affiliate or group of related persons or entities (together with such persons' or entities' Affiliates) (A) directly or indirectly acquires more than fifty percent (50%) of the issued and outstanding voting stock of or equity interests in the Company, (B) directly or indirectly acquires, leases or exchanges all or substantially all of the consolidated assets of the Company and its Subsidiaries, or (C) directly or indirectly acquires the Company by merger with and into another entity; provided, however, that, in each such case, the applicable transaction shall not be a "Change of Control" if the Company's stockholders or members of record as constituted immediately prior to such acquisition, lease, exchange, or sale hold more than fifty percent (50%) of the voting power and have the right to elect or appoint a majority of the members of the board of directors or similar governing body of the surviving or acquiring entity.

(k) The Company shall maintain personnel and financial records and reports related to the Project Job Requirements that are the subject of this Agreement and submit reports to DSBD or its designee for verification as requested by DSBD or its designee.

(l) Notwithstanding anything in this Section 6 or Section 8 to the contrary, subject to the terms and conditions of Section 6(l), (m) and (n), DSBD hereby grants to the Company the one-time right, privilege and option (the "Option") to extend the Job Creation Schedule, the Tax Refund Schedule, the Job Maintenance Period, and the Expiration Date by twelve (12) months.

(m) The Option shall be exercisable in whole but not in part at any time from and after the Effective Date. The Company may exercise the Option by delivering to DSBD written notice of the Company's intention to exercise the Option (an "Exercise Notice") in accordance with Section 1. Notwithstanding anything in this Section 6(l), (m) or (n) to the contrary, the exercise of the Option shall not be effective unless and until DSBD receives a letter or letters from the body or bodies, as the case may be, that are providing any Local Financial Support consenting to the exercise of the Option, in form and substance satisfactory to DSBD in its reasonable discretion (each, a "Local Financial Support Consent"). Upon DSBD's receipt of an Exercise Notice and any Local Financial Support Consents, the exercise of the Option shall be irrevocable and, once exercised, the Option shall terminate.

(n) In the event that the Company exercises the Option pursuant to Section 6(m), all scheduled tax refunds to be paid after the effective date of the exercise of the Option in accordance with the Tax Refund Schedule shall be reduced by five percent (5%) of the applicable scheduled tax refund.

7. ELIGIBLE TAXES.

(a) Subject to Section 4(d) and Section 6(g)(iv), the Company may submit claims for tax refunds for the following taxes:

(i.) Corporate income taxes paid pursuant to Chapter 220 of the Florida Statutes; and

(ii.) Insurance premium taxes paid pursuant to Section 624.509 of the Florida Statutes.

(b) Subject to Section 4(d) and Section 6(g)(v), the Company may submit claims for tax refunds for the following taxes:

(i.) Sales, use, and other transactions taxes paid pursuant to Chapter 212 of the Florida Statutes, which includes both State of Florida and local option;

(ii.) Intangible personal property taxes paid pursuant to Chapter 199 of the Florida Statutes;

(iii.) Excise taxes paid on documents pursuant to Chapter 201 of the Florida Statutes;

(iv.) Ad valorem taxes paid pursuant to Section 220.03(1)(a) of the Florida Statutes; and

(v.) State communications services taxes paid pursuant to Chapter 202 of the Florida Statutes.

(c) Notwithstanding anything herein to the contrary, eligible taxes pursuant to this Section 7 shall not include any gross receipts taxes imposed under Chapter 203 of the Florida Statutes and administered under Chapter 202 of the Florida Statutes or any local communications services taxes authorized under Section 202.19 of the Florida Statutes.

(d) Subject to Section 4(d), only the taxes specified in this Section 7 and Exhibit B that the QTI Business pays shall be eligible for tax refunds under this Agreement.

8. DUTIES OF DSBD.

(a) DSBD shall measure the QTI Business' satisfaction of its obligations set forth in Section 6(b) through (e) and Exhibit B and will measure the taxes for which the QTI Business is eligible for refunds in accordance with Section 7(a) and (b) of this Agreement and Exhibit B.

(b) If the QTI Business satisfies the requirements of this Agreement and Section 288.106 of the Florida Statutes, then DSBD shall disburse or cause the disbursement of up to a total of $363,000 in tax refunds, including Local Financial Support, to the QTI Business in accordance with the following schedule (the "Tax Refund Schedule"):

Eligible Tax Refund Schedule	
Fiscal Year	**Maximum Tax Refund Per Fiscal Year**
2020-2021	$23,250
2021-2022	$55,500
2022-2023	$90,750
2023-2024	$90,750
2024-2025	$67,500
2025-2026	$35,250

Notwithstanding anything in this Agreement to the contrary, in no event shall any tax refund exceed the amounts specified above, or in the aggregate exceed $363,000.

(c) If the QTI Business fails to satisfy the Project Job and/or the Project Wage requirements set forth in Section 6 for an applicable measurement period, but fulfills all other applicable requirements under this Agreement, then DSBD shall approve a pro-rated tax refund pursuant to Section 8(d), less a five percent (5%) penalty; provided, that the QTI Business proves to the satisfaction of DSBD that it has created at least eighty percent (80%) of the Project Jobs required pursuant to Section 6 for the applicable measurement period (the "Minimum Project Job Requirements"), and the average annualized wage paid by the QTI Business in respect of the Project Jobs is at least ninety percent (90%) of the Project Wage, but in no case less than 115 percent of the average annual private sector wage in Marion County for the year ended December 31, 2015 (the "Minimum Project Wage Requirement").

(d) If the QTI Business fails to satisfy the Project Job and/or the Project Wage requirements set forth in Section 6 for an applicable measurement period, but the QTI Business satisfies the Minimum Project Job Requirements and the Minimum Project Wage Requirement for such period, then the refund shall be pro-rated as determined by first multiplying the scheduled tax refund set forth in Section 8(b) by a quotient, the numerator of which is the lesser of (x) the actual number of Project Jobs for the relevant period and (y) the required number of Project Jobs for such period, and the denominator of which is the required number of Project Jobs for such period, and multiplying the result of that computation by a quotient, the

numerator of which is the lesser of (x) the actual average annualized wage paid by the QTI Business in respect of the Project Jobs during the relevant time period and (y) the Project Wage and the denominator of which is the Project Wage. As a condition precedent to receiving a pro-rated tax refund pursuant to this Section 8(d), the QTI Business must agree to amend this Agreement with DSBD to ensure that the terms of this Agreement comply with current law and policies governing the Program.

(e) Notwithstanding anything in this Agreement to the contrary, the State's share of any tax refund pursuant to this Agreement shall not exceed eighty percent (80%) of such tax refund. If, for any fiscal year, ad valorem tax abatement or the appraised market value of municipal or county land conveyed or provided at a discount to the QTI Business is used as full or partial payment of Local Financial Support, the eligible tax refund payment for that fiscal year will be reduced by the amount of the ad valorem tax abatement or the difference between the appraised market value and the discounted value of the conveyed land.

(f) If in any State fiscal year, the Florida Legislature does not appropriate an amount sufficient to fulfill a fiscal year's actual or projected scheduled tax refunds, then DSBD will notify the Company of this event and how this event will impact the QTI Business in terms of the tax refunds scheduled pursuant to Section 8(b).

(g) DSBD will approve or disapprove a tax refund claim by June 30 following the scheduled date for submission of the relevant tax refund claim. Upon the Company's written request, this date may be extended at DSBD's sole discretion for the purpose of filing additional information in support of the claim.

9. **REPRESENTATIONS AND WARRANTIES OF THE QTI BUSINESS.** Each of the Company and any Affiliate QTI Business hereby makes the following representations and warranties to DSBD, each of which shall be deemed to be a separate representation and warranty, all of which have been made for the purpose of inducing DSBD to enter into this Agreement, and in reliance on which DSBD has entered into this Agreement, as of the Effective Date, the dates on which the Company submits each submittal required under this Agreement, the date of any Exercise Notice, and the dates on which the QTI Business receives any tax refund pursuant to this Agreement, that:

(a) Organization; Power and Authority. The QTI Business is duly organized, validly existing in good standing in its state of incorporation or formation, and has all requisite power and authority to own, lease and operate its properties and to carry on its business as currently conducted.

(b) Authorization and Binding Obligation. The Company and any Affiliate QTI Business have all necessary power and authority to execute and deliver this Agreement and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary corporate or limited liability company action on the part of the Company and any Affiliate QTI Business. This Agreement has been duly executed and delivered by the Company and any Affiliate QTI Business and, assuming the due authorization, execution and delivery of this Agreement by DSBD, constitutes the legal, valid and binding obligation of the QTI Business, enforceable against the QTI Business in accordance with its terms (subject to applicable bankruptcy, insolvency, moratorium, reorganization, or similar laws affecting the rights of creditors generally and the availability of equitable remedies).

(c) No Violations; No Material Adverse Change. The execution and delivery by the Company and any Affiliate QTI Business of this Agreement and the performance by it of the transactions contemplated hereby do not (i) conflict with or result in a breach of any provision of the QTI Business'

certificate of incorporation, certificate of formation, bylaws, operating agreement or similar constitutive document, (ii) result in violation or breach of or constitute a default (or an event which, with or without notice or lapse of time or both, would constitute a default) under, or result in the termination, modification, cancellation or acceleration under the terms, conditions, or provisions of any of the QTI Business' indentures, material agreements or other material instruments or (iii) violate any applicable law or regulation. The QTI Business has not been convicted of a "public entity crime" (as such term is defined in Section 287.133 of the Florida Statutes) nor has the QTI Business been placed on the "discriminatory vendor list" (as such term is defined in Section 287.134 of the Florida Statutes). Neither the QTI Business, its Affiliates, nor any person or entity that possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the QTI Business or any of its Affiliates, whether through the ownership of voting securities, by contract or otherwise, is listed on the Specially Designated Nationals List or the Foreign Sanctions Evaders List, in each case, as maintained by the United States Department of the Treasury. No event, change or condition has occurred that has had, or would reasonably be expected to have, a material adverse effect on the business, assets, operations or financial condition of the QTI Business, or the Project, in each case, since the date of the Application.

(d) Location Decision. In accordance with Section 288.106 of the Florida Statutes, the Applicant submitted, or caused to be submitted, the Application to DSBD prior to the QTI Business having made its decision to locate the Project in Florida and the availability of the QTI tax refunds in connection with the Project is an important factor in the QTI Business' decision to locate the Project in Florida.

(e) Litigation; Compliance with Laws. No litigation, investigation, claim, criminal prosecution, civil investigative demand, imposition of criminal or civil fines and penalties, or any other proceeding of or before any arbitrator or governmental authority is pending or, to the knowledge of the QTI Business, threatened by or against the QTI Business or any of its Subsidiaries or Affiliates or against any of its or their respective properties or assets, which, individually or in the aggregate, could reasonably be expected to result in a material and adverse effect on the business, assets, operations, or financial condition of the QTI Business, the Project, or the QTI Business' ability to perform its obligations under this Agreement. No litigation, investigation, claim, criminal prosecution, civil investigative demand, imposition of criminal or civil fines and penalties, or any other proceeding of the Office of the Attorney General of the State of Florida, any State Attorney in the State of Florida, any other prosecutorial or law enforcement authority in the State of Florida, or any regulatory body in the State of Florida is pending or, to the knowledge of the QTI Business, threatened by or against the QTI Business or any of its Subsidiaries or Affiliates in, or with respect to any conduct in, the State of Florida. No permanent injunction, temporary restraining order or similar decree has been issued against the QTI Business or any of its Subsidiaries or Affiliates which, individually or in the aggregate, could reasonably be expected to have a material and adverse effect on the business, assets, operations, or financial condition of the QTI Business, the Project, or the QTI Business' ability to perform its obligations under this Agreement. Neither the QTI Business, its Subsidiaries, its Affiliates, nor any of its material properties or assets has in the last three years been in violation of, nor will the continued operations of its material properties and assets as currently conducted, violate any law, rule, or regulation applicable to the QTI Business (including any zoning or building ordinance, code or approval, or any building permit where such violation or default would be material to the QTI Business), or is in default with respect to any judgment, writ, injunction, decree, or order applicable to the QTI Business of any governmental authority, in each case, where such violation or default could, individually or in the aggregate, reasonably be expected to result in a material and adverse effect on the business, assets, operations, or financial condition of the QTI Business, the Project, or the QTI Business' ability to perform its obligations under this Agreement or constitutes a crime under the laws of the United States, Florida, or any other state or territory of the United States.

(f) Subsidiary QTI Businesses and Affiliate QTI Businesses. In the event that any Subsidiary QTI Business or Affiliate QTI Business is included in the Project pursuant to Section 4(b) or (c), then each such Subsidiary QTI Business is a Subsidiary and each such Affiliate QTI Business is an Affiliate, as the case may be. In the event that the Company submits any claim for tax refunds pursuant to Section 6(g) for eligible taxes paid by any Subsidiary QTI Business or Affiliate QTI Business, then each such Subsidiary QTI Business or Affiliate QTI Business satisfies the eligibility criteria pursuant to Section 4(d).

(g) Express Representations and Warranties; No Material Misstatements. DSBD shall be deemed to have relied upon the express representations and warranties set forth herein notwithstanding any knowledge on the part of DSBD of any untruth of any such representation or warranty of the QTI Business expressly set forth in this Agreement, regardless of whether such knowledge was obtained through DSBD's own investigation or otherwise, and regardless of whether such knowledge was obtained before or after the execution and delivery of this Agreement. No information, report, financial statement, exhibit or schedule (other than forward-looking statements and projections) furnished by the Applicant or the QTI Business to DSBD or Enterprise Florida, Inc., in connection with the negotiation of this Agreement (including, without limitation, the Application) or delivered pursuant to this Agreement, when taken together, contained or contains any material misstatement of fact or omitted or omits to state any material fact necessary to make the statements contained herein or therein, in the light of the circumstances under which they were made, not misleading.

10. TERMINATION.

(a) DSBD may terminate this Agreement in the event that (i) the QTI Business breaches any of its representations, warranties, covenants, or other obligations in this Agreement in any material respect; (ii) the QTI Business or any of its employees or agents commits fraud or willful misconduct in connection with this Agreement, the Application, or the transactions contemplated hereby and thereby; (iii) the QTI Business fails to satisfy the Minimum Project Job Requirements and/or the Minimum Project Wage Requirement for any applicable measurement period; (iv) the QTI Business institutes or consents to the institution of any bankruptcy or insolvency proceeding, or makes an assignment for the benefit of creditors, or applies for or consents to the appointment of any receiver, trustee, custodian, conservator, liquidator, rehabilitator, or similar officer for it or for all or any material part of its property; or any receiver, trustee, custodian, conservator, liquidator, rehabilitator, or similar officer is appointed without the application or consent of such person or entity and the appointment continues undischarged or unstayed for sixty (60) calendar days; or any bankruptcy or insolvency proceeding relating to the QTI Business or to all or any material part of its property is instituted without the consent of the QTI Business and the QTI Business fails to challenge such proceeding or such proceeding is challenged but continues undismissed or unstayed for sixty (60) calendar days, or an order for relief is entered in any such proceeding; (v) the QTI Business becomes unable to or admits in writing its inability or fails generally to pay its debts as they become due, or any writ or warrant of attachment or execution or similar process is issued or levied against all or any material part of the property of the QTI Business or the QTI Business otherwise becomes insolvent; or (vi) the QTI Business decides either (A) not to proceed with the Project, including upon receipt by DSBD of the QTI Business' written request to withdraw from participation in the Program, or (B) to proceed with the Project in a location other than Marion County, Florida ((i) through (vi) collectively, the "Termination Events"); provided, however, that if the QTI Business does not satisfy the applicable Project Job Requirements, but the QTI Business satisfies the applicable Minimum Project Job Requirements and the Minimum Project Wage Requirement, then such failure shall not constitute a Termination Event. Notwithstanding anything in this Section 10(a) to the contrary, if the QTI Business does not satisfy the time requirements of Section 6(f) and (g), then such failure alone shall not constitute a Termination Event; provided, that the Company provides evidence to DSBD's reasonable satisfaction that the QTI Business

has satisfied the applicable Minimum Project Job Requirements and the Minimum Project Wage Requirement for such period by no later than October 1st immediately following the QTI Claim Deadline. Notwithstanding the foregoing, the QTI Business shall lose eligibility for any tax refunds scheduled for the State of Florida fiscal year if the Company fails to satisfy the applicable time requirements of 6(f) and (g).

(b) The Company may terminate this Agreement in the event that (i) DSBD breaches any of its covenants or other obligations in this Agreement in any material respect or (ii) the QTI Business decides not to proceed with the Project at any time prior to submitting its first claim for a tax refund pursuant to this Agreement.

(c) Notwithstanding anything in this Agreement to the contrary, the termination of this Agreement will result in the loss of eligibility for receipt of all tax refunds previously approved and scheduled, but not paid, as well as the revocation of QTI Business' certification as a "qualified target industry business" in connection with the Project pursuant to Section 288.106 of the Florida Statutes.

(d) If either Party avails itself of the right to terminate this Agreement, then such Party shall deliver written notice of such termination to the other Party with reference to the particular provision of this Agreement pursuant to which such Party is terminating this Agreement.

(e) In the event that the QTI Business fails to satisfy its obligations pursuant to Section 8 and DSBD terminates this Agreement pursuant to Section 10(a)(iii) or (vi) or the QTI Business terminates this Agreement pursuant to Section 10(b)(ii), the Company will provide to DSBD a brief explanation in writing of the reason(s) therefore.

11. CHOICE OF LAW; VENUE, JURISDICTION AND WAIVER OF JURY TRIAL. The laws of the State of Florida shall govern the construction, enforcement and interpretation of this Agreement, regardless of and without reference to whether any applicable conflicts of laws principles may point to the application of the laws of another jurisdiction. The Parties hereby agree that the exclusive personal jurisdiction and venue to resolve any and all disputes between them including, without limitation, any disputes arising out of or relating to this Agreement shall be in the state courts of the State of Florida in the County of Leon. The Parties expressly consent to the exclusive personal jurisdiction and venue in any state court located in Leon County, Florida, and waive any defense of forum non conveniens, lack of personal jurisdiction, or like defense, and further agree that any and all disputes between them shall be solely in the State of Florida. IN ANY LEGAL OR EQUITABLE ACTION BETWEEN THE PARTIES, THE PARTIES HEREBY EXPRESSLY WAIVE TRIAL BY JURY TO THE FULLEST EXTENT PERMITTED BY LAW.

12. ATTORNEYS' FEES; EXPENSES. Except as set forth in Sections 14 and 17, each of the Parties shall pay its own attorneys' fees and costs in connection with the execution and delivery of this Agreement and the transactions contemplated hereby. All costs and expenses incurred by the QTI Business in connection with this Agreement and the transactions contemplated hereby shall be the sole responsibility of the QTI Business.

13. RECORD-KEEPING AND AUDIT-RELATED OBLIGATIONS.

(a) Records pertaining to this Agreement, which include, without limitation, supporting documentation for the application process, the Application, documentation pertaining to the award of eligible tax refunds pursuant to this Agreement, and records sufficient to demonstrate compliance with the terms of this Agreement, including personnel and financial records, and reports related to the Project Jobs and Project Wage requirements, and eligible taxes paid under this Agreement, shall be retained by the QTI

Business for the longer of (i) five (5) state fiscal years after the term of this Agreement, which includes satisfaction of all reporting requirements and receipt of all payments due under this Agreement; provided, that all applicable audits have been released, or (ii) five (5) years after the date that the last audit report is released. If any litigation, claim, negotiation, or other action involving records has been started before the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer. The QTI Business shall maintain these records in accordance with applicable laws, rules, and regulations.

(b) The records identified in Section 13(a) shall be subject at all times to inspection, review, or audit by DSBD or its designee, or by state personnel of the Office of the Auditor General or Department of Financial Services, or by other state personnel. Copies of the reporting package required by this Agreement shall be submitted by or on behalf of the Company to DSBD and the State of Florida Auditor General. The Company and any Affiliate QTI Business shall, and the Company shall cause any Subsidiary QTI Business to, upon the request of DSBD, afford to DSBD and each of its respective employees, advisors, counsel, and other authorized representatives, during normal business hours, reasonable access, upon reasonable advance notice, to all of the books, records, and properties of the QTI Business that are reasonably related to this Agreement and to all managers and employees of the QTI Business who are reasonably necessary to conduct such on-site audit.

14. PUBLIC RECORDS. The QTI Business shall comply with the provisions of Chapter 119 of the Florida Statutes applicable to this Agreement as the same may be limited or construed by other applicable law. It is expressly understood that DSBD may terminate this Agreement for the QTI Business' refusal to comply with the applicable provisions of Chapter 119 of the Florida Statutes. In the event that the QTI Business receives a request for a "public record" (as such term is defined in Section 119.011 of the Florida Statutes) in connection with this Agreement, the Company shall provide notice to DSBD of such request and shall forward the request to PRRequest@deo.myflorida.com as soon as practicable after the QTI Business' receipt of such request. If the QTI Business submits records to DSBD that are confidential and exempt from public disclosure as trade secrets pursuant to Section 288.075(3) of the Florida Statutes or proprietary confidential business information pursuant to Section 288.075(4) of the Florida Statutes, such records should be marked accordingly by the QTI Business prior to submittal to DSBD. In the event that DSBD's claim of exemption asserted in response to the QTI Business' assertion of confidentiality is challenged in a court of law, the QTI Business shall defend, assume and be responsible for all fees, costs and expenses in connection with such challenge.

15. LOBBYING. Pursuant to Sections 11.062 and 216.347 of the Florida Statutes, the QTI Business shall use no portion of the tax refunds that it receives pursuant to this Agreement for the purpose of lobbying the Florida Legislature, executive branch, judicial branch, or any state agency.

16. NON-ASSIGNMENT. The QTI Business shall not assign, subcontract, or otherwise transfer its rights, duties, or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of DSBD, which consent may be withheld in DSBD's sole and absolute discretion. DSBD will at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to another governmental entity in the State of Florida upon giving prior written notice to the QTI Business. Any attempted assignment of this Agreement or any of the rights hereunder in violation of this provision shall be void *ab initio*.

17. INDEMNIFICATION. Each QTI Business and its successors and permitted assigns shall, jointly and severally, indemnify, defend, and hold harmless the State, the Florida Department of Economic Opportunity and DSBD, and their officers, agents, and employees (collectively, the "Indemnified Parties")

from and against and pay on behalf of or reimburse such Indemnified Parties as and when incurred, for any and all Losses (as defined below), which any such Indemnified Party may suffer, sustain or become subject to, as a result of, in connection with, or relating to: (a) the breach of any representation, warranty, covenant, or agreement made by the QTI Business in this Agreement or the Applicant in the Application, or any allegation by a third party that, if true, would constitute such a breach; and (b) any arrangement made by or on behalf of the QTI Business or any of its Subsidiaries, Affiliates or representatives with any consultant, broker, finder or agent in connection with this Agreement or the transactions contemplated hereby. As used herein, the term "Losses" means any loss, liability, action, cause of action, cost, damage or expense, in each case whether or not arising out of third-party claims, including interest, penalties, and reasonable attorneys' fees and expenses (including such reasonable attorneys' fees and expenses incurred in connection with the enforcement of DSBD's rights under this Agreement) and all amounts paid in investigation, defense, prosecution or settlement of any of the foregoing.

18. FLORIDA SUBSTITUTE FORM W-9. The Company shall register its W-9 on the Florida Department of Financial Services' website (http://flvendor.myfloridacfo.com) and register as a vendor on the MyFloridaMarketPlace website (http://myfloridamarketplace.com). Notwithstanding anything in this Agreement to the contrary, DSBD shall not authorize the disbursement of any QTI tax refunds to the Company unless and until the Company has a verified Substitute Form W-9 on file with the Florida Department of Financial Services and is registered as a vendor with the Florida Department of Management Services.

19. CONSTRUCTION; INTERPRETATION. The title of and the section and paragraph headings in this Agreement are for convenience of reference only and shall not govern or affect the interpretation of any of the terms or provisions of this Agreement. The term "this Agreement" means this Agreement together with all Exhibits hereto, as the same may from time to time be amended, modified, supplemented, or restated in accordance with the terms hereof. The use in this Agreement of the term "including" and other words of similar import mean "including, without limitation" and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit, or restrict in any manner the construction of the general statement to which it relates. The word "or" is not exclusive and the words "herein," "hereof," "hereunder," and other words of similar import refer to this Agreement as a whole, including any Exhibits, and not to any particular section, subsection, paragraph, subparagraph, or clause contained in this Agreement. The use herein of terms importing the singular shall also include the plural, and vice versa. The reference to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and the reference to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. All references to "$" shall mean United States dollars. The recitals of this Agreement are incorporated herein by reference and shall apply to the terms and provisions of this Agreement and the Parties. Time is of the essence with respect to the performance of all obligations under this Agreement. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

20. PRESERVATION OF REMEDIES; SEVERABILITY; RIGHT TO SET-OFF. No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this Agreement, will impair any such right, power, or remedy of either Party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default. If any term or provision of this Agreement is found to be illegal, invalid, or unenforceable, such term or provision

will be deemed stricken, and the remainder of this Agreement will remain in full force and effect. DSBD and the State shall have all of its common law, equitable and statutory rights of set-off, including, without limitation, the State's option to withhold for the purposes of set-off any moneys due to the QTI Business under this Agreement up to any amounts due and owing to DSBD with respect to this Agreement, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this Agreement, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State or its representatives.

21. ENTIRE AGREEMENT; AMENDMENT; WAIVER. This Agreement embodies the entire agreement of the Parties with respect to the subject matter hereof. There are no provisions, terms, conditions, or obligations other than those contained in this Agreement; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the QTI Business and the authorized agent of DSBD. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. No waiver by any Party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

22. SINGLE AUDIT ACT. In the event that the Florida Department of Financial Services provides a written opinion or determination to DSBD that awards under the Program pursuant to Section 288.106 of the Florida Statutes are not subject to the single-audit or project audit requirements of the Florida Single Audit Act (Section 215.97 of the Florida Statutes), then the Parties shall amend this Agreement in order to specify the non-applicability of those requirements in Exhibit A hereto.

23. NO THIRD-PARTY BENEFICIARIES. This Agreement is for the sole benefit of the Parties and their permitted successors and assigns and nothing herein expressed or implied shall give or be construed to give any person or entity, other than the Parties and such permitted successors and assigns, any legal or equitable rights hereunder.

24. COUNTERPARTS. This Agreement may be executed in one or more counterparts, any one of which need not contain the signature of more than one Party, but all such counterparts taken together will constitute one and the same instrument.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the Parties have duly executed and delivered this Agreement as of the Effective Date.

QTI BUSINESS:

WELLS PHARMACEUTICAL OUTSOURCING, LLC

By: _____
Name: William E. McMillen
Title: Managing Director
Date: September 24, 2018

DSBD:

FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY, DIVISION OF STRATEGIC BUSINESS DEVELOPMENT

By: _____
Name: CHRIS PERRY
Title: CHIEF OF STAFF
Date: 10-19-18

List of Exhibits:

Exhibit A	**Special Audit Requirements**
Exhibit B	**Criteria for Measuring the Achievement of Performance Conditions**
Exhibit C	**Subsidiary QTI Businesses**
Exhibit D	**Form of Joinder**

Approved as to form and legal sufficiency, subject only to full and proper execution by the Parties

Office of the General Counsel
Department of Economic Opportunity

By: _____
John Barr
Approved Date:
October 19, 2018

EXHIBIT A*

*This Exhibit is a Department of Financial Services form adopted by Rule and may not be revised.

EXHIBIT A
SPECIAL AUDIT REQUIREMENTS

The administration of resources awarded by the Department of Economic Opportunity's (DEO) Division of Strategic Business Development (DSBD) to the QTI Business may be subject to audits and/or monitoring by DSBD as described in this Exhibit A.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR part 200 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DSBD staff, limited scope audits as defined by 2 CFR Part 200, as revised, and/or other procedures. By entering into this agreement, the QTI Business agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by DSBD. In the event DSBD determines that a limited scope audit of the QTI Business is appropriate, the QTI Business agrees to comply with any additional instructions provided by DSBD staff to the QTI Business regarding such audit. The QTI Business 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 QTI Business is a State or local government or a non-profit organization as defined in 2 CFR Part 200, as revised.

1. In the event that the QTI Business expends $750,000 or more in Federal awards in its fiscal year, the QTI Business must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, as revised. EXHIBIT 1 to this agreement indicates Federal resources awarded through DSBD by this agreement. In determining the Federal awards expended in its fiscal year, the QTI Business shall consider all sources of Federal awards, including Federal resources received from DSBD. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, as revised. An audit of the QTI Business conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200, as revised, will meet the requirements of this part.

2. In connection with the audit requirements addressed in Part I, paragraph 1, the QTI Business shall fulfill the requirements relative to auditee responsibilities as provided in Subpart F of 2 CFR Part 200, as revised.

3. If the QTI Business expends less than $750,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200, as revised, is not required. In the event that the QTI Business 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 Part 200, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from the QTI Business resources obtained from other than Federal entities).

4. Title 2 CFR 200, entitled Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, also known as the Super Circular, supersedes and consolidates the requirements of OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102 and A-133 and is effective for Federal awards or increments of awards issued on or after December 26, 2014. Please refer to 2

CFR 200 for revised definitions, reporting requirements and auditing thresholds referenced in this attachment and agreement accordingly.

PART II: STATE FUNDED

This part is applicable if the QTI Business is a non-state entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the QTI Business expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such QTI Business (for fiscal years ending September 30, 2004 or thereafter), the QTI Business must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this agreement indicates state financial assistance awarded through DSBD by this agreement. In determining the state financial assistance expended in its fiscal year, the QTI Business shall consider all sources of state financial assistance, including state financial assistance received from DSBD, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the QTI Business 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 QTI Business expends less than $750,000 in state financial assistance in its fiscal year (for fiscal years ending September 30, 2004 or thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the QTI Business 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 Statues, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the QTI Business's resources obtained from other than State entities).

4. Additional information regarding the Florida Single Audit Act can be found at:
http://www.myflorida.com/audgen/pages/flsaa.htm

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.)

INSERT ADDITIONAL AUDIT REQUIREMENTS, IF APPLICABLE, OTHERWISE TYPE "N/A"

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, as revised, and required by Part I of this agreement shall be submitted, when required by Section .512, 2 CFR Part 200, as revised, by or on behalf of the QTI Business directly to each of the following:

A. DEO at each of the following addresses:

Electronic copies (preferred):
Audit@deo.myflorida.com

or

Paper (hard copy):
Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, FL 32399-4126

B. The Federal Audit Clearinghouse designated in 2 CFR Part 200, as revised (the number of copies required by Section .512, 2 CFR Part 200, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

C. Other Federal agencies and pass-through entities in accordance with Section .512, 2 CFR Part 200, as revised.

2. Pursuant to Section .512, 2 CFR Part 200, as revised, the QTI Business shall submit a copy of the reporting package described in Section .512, 2 CFR Part 200, as revised, and any management letter issued by the auditor, to DEO at each of the following addresses:

Electronic copies (preferred):
Audit@deo.myflorida.com

or

Paper (hard copy):
Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, FL. 32399-4126

3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the QTI Business directly to each of the following:

A. DEO at each of the following addresses:

Electronic copies (preferred):
Audit@deo.myflorida.com

or

Paper (hard copy):
Department Economic Opportunity
MSC # 130, Caldwell Building
107 East Madison Street
Tallahassee, FL 32399-4126

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, FL 32399-1450

Email Address: flaudgen_localgovt@aud.state.fl.us

4. Copies of reports or the management letter required by Part III of this agreement shall be submitted by or on behalf of the QTI Business directly to:

   A. DEO at each of the following addresses: N/A

5. Any reports, management letter, or other information required to be submitted to DSBD pursuant to this agreement shall be submitted timely in accordance with 2 CFR Part 200, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

6. The QTI Business, when submitting financial reporting packages to DSBD for audits done in accordance with 2 CFR Part 200 or Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the QTI Business in correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The QTI Business shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of five (5) years from the date the audit report is issued, or five (5) state fiscal years after all reporting requirements are satisfied and final payments have been received, whichever period is longer, and shall allow DEO, or its designee, CFO, or Auditor General access to such records upon request. The QTI Business shall ensure that audit working papers are made available to DEO, or its designee, CFO, or Auditor General upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by DEO. In addition, if any litigation, claim, negotiation, audit, or other action involving the records has been started prior to the expiration of the controlling period as identified above, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the controlling period as identified above, whichever is longer.

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Exhibit A
Attachment 1

FEDERAL RESOURCES AWARDED TO THE QTI BUSINESS PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Program: none
COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:
Federal Program: none

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Federal Program: none

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project: **AWARDED BY DEPARTMENT OF ECONOMIC OPPORTUNITY, DIVISION OF STRATEGIC BUSINESS:**

State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
16-00699	QTI	2025-2026	40.043	Qualified Target Industry	$363,000	107390
				Total Award	$363,000	

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:
For each program identified above, the recipient shall comply with the program requirements described in the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/catalog.aspx]. The purposes for which the funds are to be used are limited to those consistent with the QTI Business' Project commitments specified in this Agreement. Any match required is clearly indicated in this Agreement.

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.

EXHIBIT B

EXHIBIT B

Wells Pharmaceutical Outsourcing, LLC

Criteria for Measuring the Achievement of Performance Conditions
Under the Qualified Target Industry Tax Refund Program

Calculations/Documentation for Project Jobs
and Project Wage, and Documentation of Tax Payments

Unless context otherwise requires, capitalized terms used, but not defined, in this Exhibit B have the meanings given to such terms in the Qualified Target Industry Tax Refund Agreement to which this Exhibit is attached (the "QTI Agreement").

Annual tax refund claims, as authorized in Section 8(b) of the QTI Agreement, must be made on an application form provided by DSBD and must include the information and documentation in accordance with this Exhibit B.

Section I of this Exhibit defines the Refund Period. Sections II, III, and IV explain the methods that will to be used to determine the number of Project Jobs and the Average Project Wage (the "APW") of the Project Jobs to determine if the Project Wage requirements have been satisfied, and the documentation required for verification of the Project Job Requirements. Section V lists the tax payments that are eligible for refund and the documentation needed to verify those tax payments.

The QTI Business must maintain all related forms and supporting documentation and make these materials available to DSBD as required in Sections 6(k) and 13 of the QTI Agreement.

Section I. REFUND PERIOD

Refund Period -- For the first tax refund claim, the Refund Period is defined as the period from the Effective Date until December 31st of the year in which the first Project Jobs are scheduled to be created pursuant to Section 6(c) of the QTI Agreement.

For the second and subsequent claim years, the Refund Period is January 1st to December 31st of the applicable claim year.

Section II. PROJECT JOB DEFINITIONS AND DETERMINATION. The following definitions and procedures must be used in determining and reporting the number of Project Jobs dedicated to the Project. **The Project Jobs must work at the Project's location(s); provided, however, that up to five percent (5%) of the Project Jobs in any Refund Period may work remotely so long as such Project Jobs are (A) based at the Project's location(s) and (B) such Project Jobs are held by legal residents of the city and/or county that is either providing Local Financial Support or that have been granted a waiver by DSBD from contributing Local Financial Support.**

A. Definitions:

1. Project Job – A "Project Job" for purposes of the QTI Agreement means a full-time salaried employee, or a full-time equivalent (an "FTE") employee who works at least 35 paid hours per week, performing tasks directly related to the products or services of the Project. Project Jobs may include positions obtained from a temporary employment agency or employee leasing company, through a union agreement, or co-employment under a professional employer organization agreement that result directly from the Project in this

state. In tabulating hours worked, any paid leave an employee takes during the pay period, such as vacation or sick leave, may be included.

2. Leased Employees – Leased employees may be counted toward a QTI Business' jobs requirement if: they are under the direct supervision of the QTI Business; they work with the QTI Business' employees at the Project's location(s) a minimum of 35 hours per week; and are engaged to meet an on-going labor requirement directly resulting from the Project. The actual wages earned and time worked by leased employees at the Project's location(s) must be fully documented to the satisfaction of DSBD.

   Independent Contractors meeting the above criteria of leased employees may also be counted towards the QTI Business' job requirement so long as the actual wages paid, excluding expenses, by the QTI Business are documented on a form 1099 Miscellaneous Income to the individual person. Unless payments are in substance for individual independent contractors, payments made to limited liability companies or other business entities (identified on the 1099 with an FEIN) generally do not qualify as Project Jobs as they relate to the "fee-for-service" arrangement described below.

   Employees of a business (other than a Subsidiary QTI Business or an Affiliate QTI Business) that has entered into a fee-for-service contract with the QTI Business in which the primary purpose of the contract is to perform services (rather than to provide individual employees) are generally not Project Jobs. Although any determination will ultimately depend on the facts and circumstances of the arrangement, examples of fee-for-service contracts in which the service providers' employees are generally not considered "Project Jobs" include, but are not limited to, mail-room services, janitorial and landscaping services, food-service providers, accounting services provided by independent certified public accounting firms and legal services provided by law firms.

3. Base Jobs – Base Jobs are those positions paid directly or indirectly by the QTI Business during the 12 months prior to the Certification Date. The Base Job number is important because it is subtracted from the aggregate number of jobs at the location(s) of the Project to calculate the Project Jobs. The number of Base Jobs is often established by the QTI Business and DSBD prior to execution of the QTI Agreement, and may be documented by the QTI Business' payroll records, RT-6 filings to the Florida Department of Revenue or by other employment documentation submitted to DSBD by the QTI Business. Once the number of Base Jobs is set, that number is used for all tax refund claims associated with the Project.

4. New Project Jobs – Jobs only constitute Project Jobs if they are created on or after the Certification Date, **and only if** they result in a net increase in overall employment at the Project's location(s) in connection with the Project during the applicable Refund Period.

   Jobs are **not** considered new if they are (i) are Florida jobs that are assumed by the QTI Business as part of, or in connection with, a merger or asset or equity acquisition; (ii) moved from another Florida location of the QTI Business to the Project's location(s); or (iii) moved from any other Florida business unit of the QTI Business or any of its Affiliates or Subsidiaries unless the relocated positions are back-filled with net new-to-Florida full-time-equivalent jobs paying at least the wage of the transferred position(s). The Company must provide evidence to DSBD's satisfaction of any such back-filled positions, including the wages of such position(s).

Finally, no temporary construction jobs involved with the construction or renovation of facilities in connection with the Project; temporary or seasonal jobs associated with cyclical business activities or to substitute for permanent employees on a leave of absence; nor any jobs that were previously included in any approved application for incentives under Sections 288.1045, 288.106, 288.107, 288.108, or 288.1088 of the Florida Statutes (other than incentives approved in connection with the Project under Sections 288.108 or 288.1088 of the Florida Statutes no more than six (6) months prior to the Certification Date) may be included as Project Jobs under the QTI Agreement.

B. **Calculation of Project Jobs**

The following methods will be used to determine the number of Project Jobs for each Refund Period.

(1) Monthly Head count of Salaried Project Jobs: For salaried Project Jobs, add the monthly totals of salaried full-time jobs and divide by the number of months.

(2) Monthly Average of FTE Project Jobs: For FTE Project Jobs, add the hours worked each month by hourly employees and divide by 151.6 hours *(1820 hours per year divided by 12 months)* to calculate the number of FTE Project Jobs. If the QTI Business uses pay periods of less than one month, total all of the reported hours worked by the FTEs during the Refund Period and divide by 1,820 *(35 hours x 52 weeks)* to determine the average FTE employment for the Period. No individual may be considered more than one FTE regardless of the number of hours worked by such individual.

(3) Project Job Calculation – In order to satisfy the Project Job creation requirements in accordance with Section 6(b) of the QTI Agreement, the number of Base Jobs plus the number of Project Jobs created on or after the Certification Date must equal or exceed the number of Base Jobs plus the number of Project Jobs required to be created in accordance with Section 6(c) of the QTI Agreement for the applicable Refund Period.

EXAMPLES OF CALCULATIONS THAT DSBD WILL USE:

Example #1: If the QTI Business is a new-to-Florida business with **zero Base Jobs** and agrees to create 50 net-new jobs by December 31 of the first Refund Period and an additional 65 net-new jobs by December 31 of the second Refund Period, 80 net-new jobs the third Refund Period, and 100 jobs the fourth and final Period (and final job-creation year), the claims will be evaluated as follows:

1. The claim evaluation for the first Refund Period compares the average of actual employment for the months or pay periods within Refund Period 1 against the required number of jobs (50) scheduled in the QTI Agreement. If the QTI Business has been in operation at the Project's location(s) fewer than 12 months in the first Refund Period, DSBD typically compares the December 1st-31st headcount or FTE count to the required number of jobs scheduled in the first phase pursuant to the QTI Agreement.

   DSBD will consider, at the request of the QTI Business, calculating the number of Project Jobs created by the QTI Business during all of the months that the QTI Business was in operation at the Project's location(s) during the first Refund Period by adding the jobs created each month and dividing by the number of months.

2. The calculation in the second and subsequent Refund Periods involving job creation will be performed in one of two ways:

   - Actual Monthly Average: Compare the average of actual employment for the second Refund Period of January 1 through December 31 against the 115 cumulative Project Jobs scheduled for this period. **Example**: The QTI Business reported a total of 1,400 employees in Refund Period 2. The 1,400 number is divided by 12 for a monthly average of 117 (rounded up) – greater than the scheduled amount of new jobs.

   - Growth and Maintenance Method ("Option B"): First, determine the actual number of confirmed Project Jobs associated with the Project on December 31 of the applicable Refund Period. Then, calculate the actual monthly average of Project Jobs, and compare that to the required total number of cumulative Project Jobs required for the applicable Refund Period pursuant to the terms of the QTI Agreement. If the confirmed December Project Jobs are at least equal to the number of total Project Jobs required during the applicable Refund Period pursuant to the terms of the QTI Agreement, **AND** if the actual monthly average of Project Jobs are at least equal to the number of required cumulative Project Jobs for the previous Refund Period (demonstrating maintenance of the previous job creation requirements) pursuant to the terms of the QTI Agreement, then the QTI Business will be deemed to have satisfied the applicable Project Job requirements.

     If the QTI Business satisfies the Minimum Project Wage Requirement in a Refund Period, the QTI Business will be eligible to receive a reduced tax refund in respect of such Refund Period in accordance with Section 8(c) of the QTI Agreement if it has maintained the cumulative Project Jobs, and created at least 80% of the Project Jobs required to be created in such Refund Period by December 31 of such Refund Period.

     Using the Example #1 numbers listed earlier, the QTI Business with a zero base Jobs must have created 50 jobs during the first Refund Period and 65 during the second Refund Period. If the QTI Business has maintained a cumulative monthly average of at least 50 Project Jobs created during the first Refund Period, and has 110 total Project Jobs by December 31, then the QTI Business will be eligible for a reduced tax refund of 95.6%, less the 5% statutory penalty.

3. Once the Project enters the maintenance phase, the Project Jobs calculation will be a 12-month actual average of Project Jobs compared against the total Project Jobs required pursuant to the QTI Agreement. Using the example QTI Business, by the end of the four-year job creation schedule, the QTI Business must have created 295 jobs. In Refund Period 5, the QTI Business reports a total of 3,600 employees. Dividing that number by 12 equals 300 on average – greater than the 295 commitment.

Example #2: If the QTI Business has 25 Base Jobs, using the job-creation schedule in Example #1 above, DSBD will calculate the number of Project Jobs as follows:

1. The claim evaluation for the first Refund Period would subtract the 25 Base Jobs from the actual employment for the period December 1 through December 31 of Refund Period 1 to calculate the net-new Project Jobs.

2. The calculation in the second and subsequent claim years involving job creation will be performed in one of two ways:

   - Actual Monthly Average: Compare the average of actual employment for the second Refund Period of January 1 through December 31 against the 140 cumulative Project Jobs scheduled for this period (25 Base Jobs plus the 115 new jobs). **Example**: The QTI Business reported a total of 1,700 employees in Refund Period 2. The 1,700 number is divided by 12 for a monthly average of 142 (rounded up). Subtract the 25 Base Jobs, and the total is 117 – greater than the scheduled amount of new jobs.

   - Growth and Maintenance Method ("Option B"): First, determine the actual number of confirmed Project Jobs associated with the Project on December 31 of the applicable Refund Period. Then, calculate the actual monthly average of Project Jobs, and compare that to the required total number of cumulative Project Jobs required for the applicable Refund Period pursuant to the terms of the QTI Agreement. If the confirmed December Project Jobs are at least equal to the number of total Project Jobs required during the applicable Refund Period pursuant to the terms of the QTI Agreement, **AND** if the actual monthly average of Project Jobs are at least equal to the number of required cumulative Project Jobs for the previous Refund Period (demonstrating maintenance of the previous job creation requirements) pursuant to the terms of the QTI Agreement, then the QTI Business will be deemed to have satisfied the applicable Project Job requirements.

3. Once the Project enters the maintenance phase, the Project Jobs calculation will be a 12-month average of jobs compared against the total number of Project Jobs required pursuant to the QTI Agreement for the applicable Refund Period. Using the above example, by the end of four-year job creation schedule, the QTI Business must have created and retained 295 jobs and maintained the 25 Base Jobs. In the Fifth Refund Period, the QTI Business reports total confirmed 3,900 employees; divide by 12 to get 325, then subtract the 25 Base Jobs, for an actual monthly average of 300 – greater than the 295 commitment.

Section III. AVERAGE ANNUAL WAGE (APW) DETERMINATION

A. Definition – In calculating the APW for Project Jobs during the applicable Refund Period, the following forms of compensation may be included for all Project Jobs as determined in Section II of this Exhibit B:

- Wages;
- Salaries;
- Commissions;
- Bonuses;
- Advances given to an employee against future earnings;
- Vacation pay;
- Sick leave pay;
- Dismissal pay;
- Cash Prizes and Awards;
- Supplemental payments to make up the difference between regular pay and jury-duty pay or workers' compensation benefits; and
- Payments to employees on leave while serving in the military.

Bonuses and other one-time salary increases may not be annualized.

Benefits may be included in the APW calculation ONLY IF, as a company policy, the employee has the option of accepting the value of the benefits in the form of cash payments, and converts the benefit to cash within the Refund Period.

Whichever method the QTI Business uses to calculate the Projects Jobs – head count or FTE – also must be used to in its APW calculation.

(B) Except in a situation as described in (C) below, the APW for a Refund Period must be determined in a manner consistent with the following procedure: actual wages, salaries and other payments (as listed in paragraph A above) for **new Project Jobs only** (as defined in Section II.A. of this Exhibit) for each pay period are added, then divided by the number of net-new Project Jobs.

If a QTI Business creates more new jobs than scheduled, the QTI Business may identify which Project Jobs' wages must be considered in the APW calculations, as long as the Project Jobs whose associated wages are the basis for the calculation, were created during the applicable Claim Period, pursuant to the QTI Agreement.

Example: A job-creation phase requires the creation of 100 Project Jobs at an average wage of $30,000 per year. If 120 net-new Project Jobs are created by the QTI Business, paying a range of salaries, some higher than the required average and others lower, then the QTI Business has the responsibility to identify the 100 new Project Jobs whose associated wages it wants used in the APW calculation.

(C) If the First Refund Period is less than 12 months, then the actual wages paid to new Project Jobs in the **First Refund Period only** may be annualized to calculate the annual average wage.

Example: A QTI Business begins operations in May of its First Claim Period, and has a steady buildup of hiring. DSBD would add actual wages of the employees on the payroll December 1st -31st and divide by the number of December employees, then multiply that average December wage by 12 to obtain the APW.

Section IV. EMPLOYMENT AND WAGE DOCUMENTATION

Documentation to support jobs and wage data must be submitted along with the claim application.

Excel spreadsheets, in electronic format, must be submitted with the claim application. The spreadsheet must include the following information:

- Name of each employee;
- A unique identifying employee number (not the Social Security Number);
- The hire date of the employee;
- If applicable, the relocation date of the employee, and relocation from where;
- If applicable, the termination date of the employee;
- Simple job description of each employee (CEO, Engineer, IT technician, Foreman, etc.); and
- **Actual** wages paid (monthly, bi-weekly, or some other pay period).

If you choose to submit a password-protected Excel spreadsheet, please provide the password in a separate email to the Compliance Analyst assigned to your claim.

Also, please do not embed cell formulas or other mathematical calculations in the Excel spreadsheet you submit.

In addition, the QTI Business should clearly explain, as a part of the QTI claim submission, how the information it is submitting may be different from the information submitted for unemployment compensation purposes. For example, it might be the case that the QTI Business has a number of part-time workers and therefore the unemployment compensation information overstates the number of full-time equivalent employees and understates the average wage. Or, it may be the case that the QTI Business is a part of a larger or statewide reporting unit and the QTI Business cannot be identified within the information submitted for unemployment compensation purposes. Situations such as these should be clearly explained in the documentation. Additionally, a QTI Business that is part of a larger or statewide reporting unit with multiple worksites should provide the quarterly Multiple Worksite Reports-BLS 3020 for the Refund Period.

Section V. DOCUMENTATION OF TAX PAYMENTS

Under the QTI Agreement, **tax payments** are payment of eligible taxes to the State of Florida and/or its local government(s) by the QTI Business.

Only Corporate Income and Insurance Premium taxes that become **due and are paid after the beginning of the QTI Business' first taxable year that begins after entering into the QTI Agreement** pursuant to Section 288.106(3)(d) of the Florida Statutes and before the date a claim is made may be used to claim a tax refund under the QTI Agreement.

For example, a new QTI Business' fiscal year runs January through December. The QTI Agreement for this business is executed on March 15, 2013. The first corporate income tax liability that may be claimed by the QTI Business on its QTI Tax Refund Application is the liability due and paid after January 1, 2014. The QTI Business may report it for the calendar 2014 QTI Refund Period (FY 2015-2016).

All other eligible taxes – Sales & Use, Intangible Personal Property, Excise (Documentary Stamp), Ad valorem, and State Communication Services – that become due and are paid **after the Effective Date** be used to claim a tax refund. In addition, tax payments, or any portion(s) of tax payments, used to claim a tax refund under the QTI Agreement may not be used as the basis of another tax refund claim under this or any other tax refund agreement with DSBD. However, eligible tax payments or portion(s) of eligible tax payments reported and confirmed, but not used on a previous QTI tax refund claim, may be carried forward and used against eligible tax refund claims in subsequent years.

Credits, tax refunds or exemptions that are applied to eligible tax payment(s) after the payment(s) has/have been used as the basis for a tax refund payment under the QTI Agreement must be reimbursed to DSBD within 20 days after receiving the credits, tax refunds, or exemptions pursuant to Section 288.106(3)(e) of the Florida Statutes.

If, for any Claim Period, the QTI Business does not have eligible tax payments in an amount sufficient to support the full tax refund authorized in Section 8(b) of the QTI Agreement, the **QTI Business may not claim tax refunds in excess of the amount of eligible tax payments made**. The balance of any tax refunds authorized in Section 7 of the QTI Agreement that are not claimed in the fiscal year for which they were authorized, may **not** be carried forward to a subsequent year. However, the balance of any eligible tax payments made, which are not used as the basis of a tax refund claim, may be carried forward.

TAXES WHICH MAY BE REFUNDED: Each of the numbered items below represents a tax that is

eligible to be used as the basis of a scheduled tax refund claim and payment. In all cases, the forms used should be the most current one approved/authorized by the Florida Department of Revenue and, for ad valorem taxes, approved/authorized by the relevant local government office.

A. **Taxes on sales, use, and other transactions paid pursuant to Chapter 212 of the Florida Statutes**

NOTE: **Sales tax payments made to vendors at the time of purchase**
As payments to vendors cannot be verified through the Department of Revenue, a summary listing must be included with the tax refund claim application. The summary should include the following information: (a) vendor name, (b) invoice number, c) total invoice amount, (d) total amount paid, (e) tax paid, (f) check number, (g) check date, and h) check amount. If the applicable tax payments were made by electronic fund transfer (EFT), an EFT or tracking number also should be included. Canceled checks, EFT slips, or bank statements must be provided to DSBD for each sales tax transaction claimed pursuant to Section 288.106(6)(b) of the Florida Statutes. Please remember, if after payment of an invoice, the business receives a credit or tax refund that lowers the actual tax paid to the vendor, the reduction should be deducted from the amount of eligible taxes paid.

AND/OR

Form: Florida Department of Revenue Sales and Use Tax Return
Line: **Taxable Purchases, Tax Collected**
Comment: The sum of all sales tax payments, or that portion of the sum of all sales tax payments, for which a tax refund is claimed.

NOTE: **Only sales taxes paid by the QTI Business on <u>its</u> purchases within the state of Florida may be used as the basis of claiming a tax refund. Sales taxes collected by a QTI Business' from sales to customers and remitted to the Department of Revenue are not eligible for refund.**

B. **Corporate income taxes paid pursuant to Chapter 220 of the Florida Statutes**

Form: Florida Corporate Income/Franchise Tax Affiliations Schedule R
Line: **Total amount due**
Comment: If corporate income tax payments are made by an affiliated business on behalf of the QTI Business and/or approved affiliated business(es), an explanation documenting the methodology used to allocate a portion of the corporate income tax to the QTI Business and/or the approved affiliate(s) must be attached to the tax refund claim application. Additionally, the QTI Business must also clearly state whether the corporate tax payment is an estimated payment or finalized corporate tax payment.

Example: Example Company, Inc. is part of an affiliated group of Florida corporations whose parent company files a consolidated corporate income tax return each year. There are two generally accepted methods of calculating how much of the total corporate tax liability may be claimed by Example Company, Inc., on its QTI tax refund application:

- The percentage of Example Company's earnings of the consolidated Florida earnings for the relevant tax year, multiplied by the Florida corporate income taxes due and paid that same tax year; or
- The percentage of Example Company's employment as a percentage of the affiliated group's total Florida employment in the relevant calendar year, multiplied by the Florida corporate income taxes due and paid that same year.

C. **Intangible personal property taxes paid pursuant to Chapter 199 of the Florida Statutes**

Form: Florida Intangible Personal Property Tax Return for Corporation, Partnership, & Fiduciary as of January 1, YEAR
Line: **Total Due**

D. **Excise taxes paid on documents pursuant to Chapter 201 of the Florida Statutes**

Form: No specific form.
Line: No line number.
Comment: Report the total amount of documentary stamp taxes paid and the period of time in which those taxes were paid. If the QTI Business' accounting method shows documentary excise tax payments as a separate line item, those records must be maintained for audit. Otherwise, at the time a tax refund is requested, and payment of the documentary stamp tax is used as a basis for a portion of that request, a list of all documentary stamp tax payments and dates of those payments must be supplied.

E. **Ad valorem taxes paid, as defined in Section. 220.03(1) of the Florida Statutes**

Form: Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments **OR** comparable-required form.
Line: **"Taxes and Assessments if Paid in"** LESS **(Non-ad Valorem Assessments** PLUS **Bonds--Taxes Levied)** TIMES **96 percent**
Comment: Submit a copy of the **complete** billing statement(s) along with a copy of the check or other form of documentation of payment of the tax. Both the ad valorem and non-ad valorem assessment portion of the billing statement copy must legible.

F. **Insurance premium taxes, as defined in Section 624.509 of the Florida Statutes**

Form: Florida Department of Revenue: Insurance Premium Taxes and Fees -- Calendar Year XXXX.
Line: **Total Tax Due**
Comment: This tax is only applicable to insurance companies. Report total payment **due and paid** less any penalty and/or interest payments. Do not include overpayment(s) that are to be refunded.

G. **State Communications Services taxes administered under Chapter 202**

Comment: This provision does not apply to the gross receipts tax imposed under Chapter 203 and administered under Chapter 202 or the local

communications services tax authorized under Section 202.19 Florida Statutes. The eligible taxes appear on business-related telephone, cable and other communications service billings. Canceled checks, EFT slips, or bank statements must be provided to DSBD for each tax transaction claimed pursuant to Section 288.106(6)(b) of the Florida Statutes.

[*The remainder of this page has been intentionally left blank.*]

EXHIBIT C

EXHIBIT C

Subsidiary QTI Businesses

Legal Name of Subsidiary	FEIN	RT Number (if any)

Pursuant to Section 4(b) of the QTI Tax Refund Agreement, DSBD's written acknowledgement is required for any amendment to Exhibit C after the Effective Date.

DSBD acknowledges and affirms the foregoing Subsidiary(ies) are included as [a] Subsidiary QTI Business(es) for purposes of the QTI Tax Refund Agreement.

DSBD

By: _____
Name:
Title:
Date:

EXHIBIT D

EXHIBIT D

FORM OF JOINDER

This Joinder, dated as of 10/19/18 (this "Joinder"), is to that certain Qualified Target Industry Tax Refund Agreement (the "QTI Tax Refund Agreement"), by and between the Division of Strategic Business Development of the Florida Department of Economic Opportunity ("DSBD") and Wells Pharmaceutical Outsourcing, LLC, a Florida limited liability company (the "Company"). Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the QTI Tax Refund Agreement.

1. Agreement to be Bound. Wells Pharmacy Network LLC (the "Affiliate QTI Business") is an Affiliate and wishes to become an Affiliate QTI Business pursuant to Section 4(c) of the QTI Tax Refund Agreement. The Affiliate QTI Business acknowledges that it has received and reviewed a complete copy of the QTI Tax Refund Agreement. The Affiliate QTI Business agrees that upon execution of this Joinder by the Effective Date or upon acknowledgement by DSBD for Joinders requested subsequent to the Effective Date, the Affiliate QTI Business shall become a party to the QTI Tax Refund Agreement and shall be fully bound by, and subject to, all of the covenants, terms and conditions of the QTI Tax Refund Agreement and shall be deemed a QTI Business for all purposes thereof and entitled to all the rights, and subject to all obligations, incidental thereto.

2. The Affiliate QTI Business' federal employer identification number ("FEIN") is [27-4947247], and its reemployment tax ("RT") number is [3146985].

3. Governing Law. This Joinder and the rights of the parties hereunder shall be interpreted in accordance with the laws of the State of Florida, and all rights and remedies shall be governed by such laws without regard to principles of conflicts of laws.

IN WITNESS WHEREOF, the Affiliate QTI Business has executed this Joinder as of the date first written above.

AFFILIATE QTI BUSINESS:

Wells Pharmacy Network, LLC

By: _____
Name: William E. McMillen
Title: Managing Director
Date: September 24, 2018

Pursuant to Section 4(c) of the QTI Tax Refund Agreement, DSBD's written acknowledgement is required for any amendment to Exhibit D after the Effective Date.

DSBD acknowledges and affirms that the foregoing Affiliate has been joined as a party to the QTI Tax Refund Agreement.

DSBD

By: _____
Name:
Title:
Date:

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3067 **Agenda Date:** 5/18/2021 **Agenda No.:** 7.1.2.

SUBJECT:
Request Approval to Authorize the County Administrator or Designee(s) to Submit Emergency Rental Assistance 2 (ERA 2) Program Applications (Budget Impact - Revenue to be Determined)

INITIATOR:
Mounir Bouyounes, P.E. County Administrator

DEPARTMENT:
Administration

DESCRIPTION/BACKGROUND:
On January 19, 2021, the Board approved the terms of the newly created Emergency Rental Assistance (ERA) Program to provide funds for the payment of rent, rental arrears, utilities and home energy costs, and utility and home energy cost arrears on behalf of eligible households.

On May 4, 2021, staff was notified that the portal and application for the Emergency Rental Assistance 2 (ERA 2) Program is now live. To receive the awards under the program in a timely manner, staff is requesting the Board authorize the County Administrator or his designee(s) to approve and submit the necessary information.

BUDGET/IMPACT:
Revenue to be determined

RECOMMENDED ACTION:
Motion to approve and authorize the County Administrator, or his designee(s), to approve and submit applications for the Emergency Rental Assistance 2 (ERA 2) Program.

Required Data Fields

American Rescue Plan's Emergency Rental Assistance Program 2

- Type of recipient (State, Territory, Locality)
- Recipient Name
- Recipient's Taxpayer ID Number
- Recipient's DUNS Number
- Recipient's Address
- Street
- City
- State
- Postal Code
- Authorized Representative Name
- Authorized Representative Title
- Authorized Representative Phone
- Authorized Representative Email
    - Note: Docusign request to sign agreement emailed to this person
- Contact Person Name
- Contact Person Title
- Contact Person Phone
- Contact Person E-mail
- Routing Transit Number (Wire) and/or Routing Transit Number (ACH)
- Recipient's Account Number
- Financial Institution Name
- Financial Institution Address
- Financial Institution Telephone Number

Creating a certified digital identity

Thank you for your participation in the State, Local, and Tribal Governments Support Programs.

In order to more efficiently and transparently meet the terms and conditions, all participants must have **certified digital identity**. There is a **three-step process** to receive verified credentials from our certified identity provider (ID.me). We expect the entire process will take about 10 minutes for most people.

To get started, visit https://portal.treasury.gov/cares/s/slt, click on **create an account**, and follow the instructions.

STEP	NOTES
Step 1: **Verify your email**	Use same email address from your SLT Portal welcome email.
Step 2: **Set up two-factor authentication**	For this step we recommend using a cell phone, but other options are available.
Step 3: **Verify your identity**	For this step you'll need an official photo ID. We recommend using a device with a camera where available, but identity verification calls are also available at no cost to you.

Throughout this process, your information will remain completely secure. The process does not require a credit check.

When you've finished, you'll get a confirmation email that means you can now log in to the SLT Portal with your new ID.me account. The CARES Portal works best with Google Chrome.

If you have questions about using ID.me to establish your credentials, please contact ID.me support at https://help.id.me/. For assistance with technical issues with SLT Portal, please contact us at covidreliefitsupport@treasury.gov . We appreciate your timely action to fulfill these requirements.

For More Information

While the ID.me site has excellent instructions on creating and validating your digital identity, some participants may want step-by-step instructions with screen shots. These detailed instructions are available here: https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments

The requirements for CARES Act credentials are defined by NIST SP 800-63 v3 (Digital Identity Guidelines). ID.me is a certified commercial identity provider offering Identity Assurance Level (IAL) 2 and Authentication Assurance Level (AAL) 2 credentials. No Personally Identifiable Information will be retained by ID.me.

For additional information on verifying your information with ID.me, navigate to the ID.me + Treasury support page.



SLT Portal

Create an ID.me Account

April 2021

Introduction

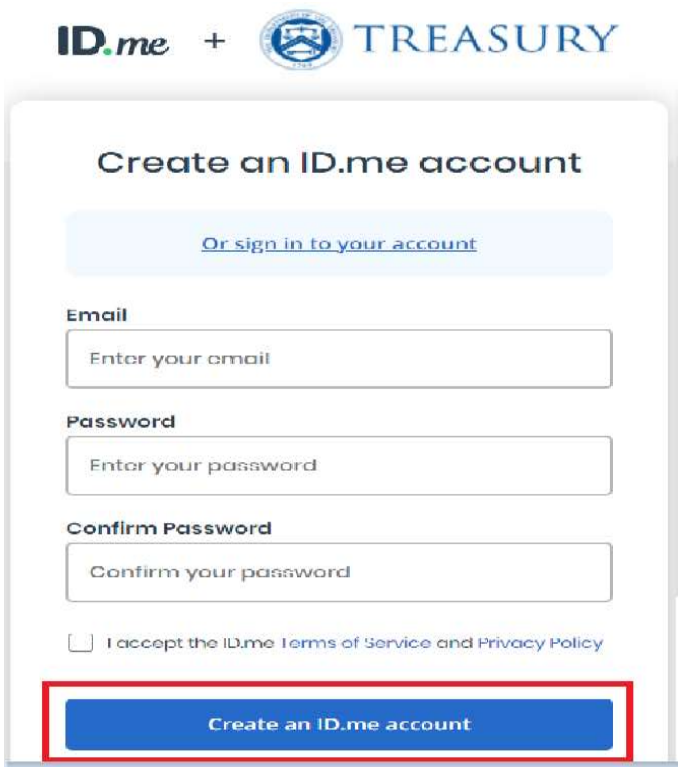
This document outlines the processes associated for credentialing and identity proofing as defined by NIST SP 800-63 v3, Digital Identity Guidelines, to obtain an ID.me credential. ID.me is a certified commercial identity provider offering Identity Assurance Level (IAL) 2 and Authentication Assurance Level (AAL) 2 credential.

- All recipients who attempt to logon to the Treasury COVID-19 Relief Hub for the first time need to sign up with ID.me through the following three-step process:
  - Email Confirmation (Slides 4 - 5)
  - Two Factor Authentication Verification (Slides 6 – 9)
  - Identity Verification (Slides 10 – 32)
    - Examples are provided for the following Identity Verification Options
      - Option 1: Upload Photos of Your License or State ID (Slides 10 – 20)
      - Option 2: Virtual In-Person Identity Proofing (Slides 21 – 32)
- Process to logon to Treasury COVID-19 Relief Hub once ID.me registration is complete (Slides 33 through 35)
- Additional Resources (Slide 36)
- NIST SP 800-63 v3
  - http://www.nist.gov/nstic/

Launch Website & Sign Up for ID.me

- Click the following link:
  - https://portal.treasury.gov/cares/s/slt
  - *For best site performance, it is recommended that you use Google Chrome*
- Select **create an ID.me account**
  - Input the email address and create a password
  - Check Box – **Accept terms of service and privacy policy**
  - Select **Create an ID.me account**

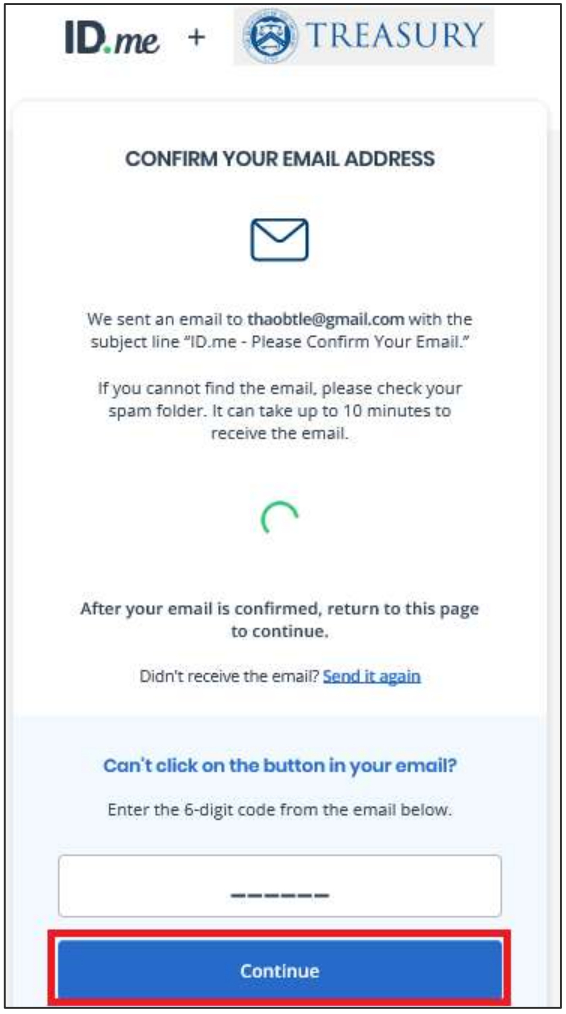




Email Confirmation

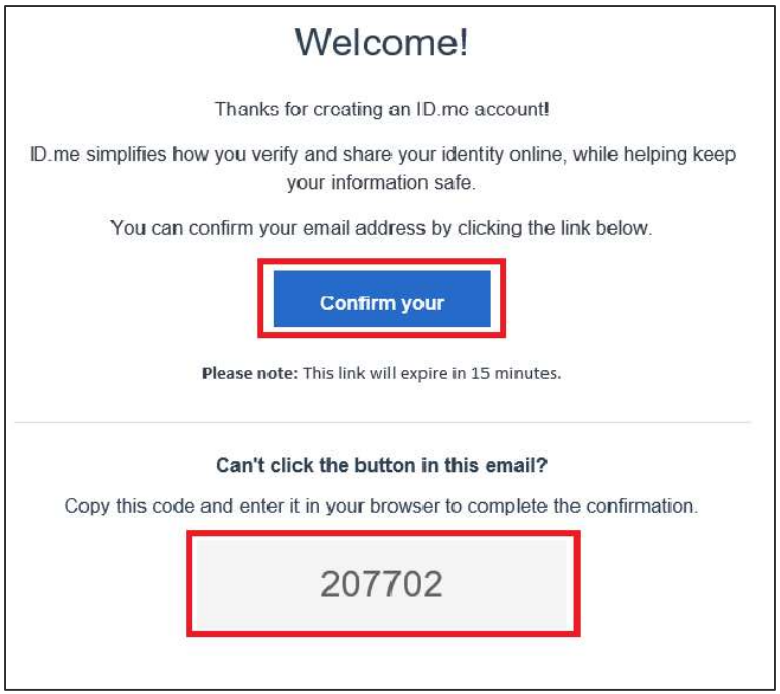
- ID.me will send a confirmation email to the email account you used to register
  - ID.me will send a confirmation email with 6 digit code
  - Once you select **Confirm Your Email** in your email, ID.me will verify automatically
  - Select **Continue**

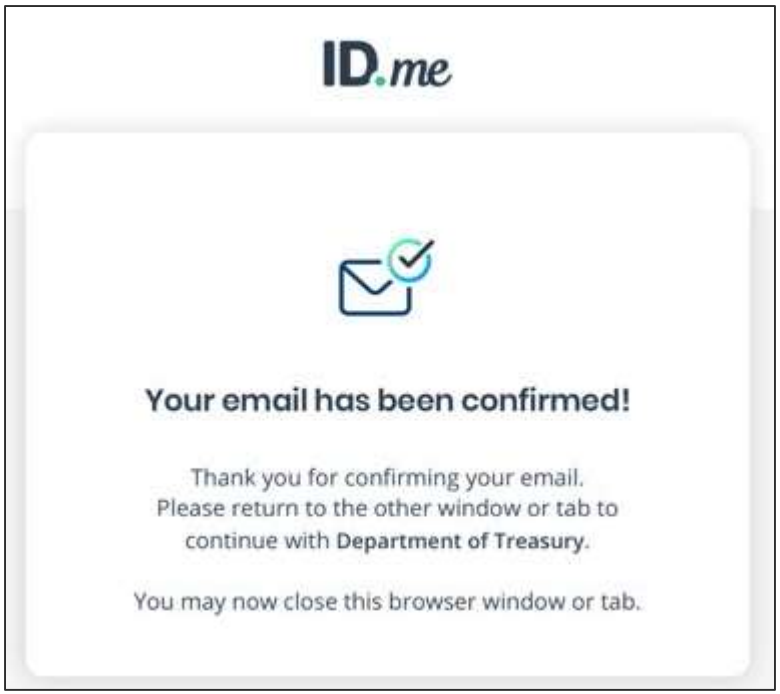
Note: Web browser session is suspended until you respond to the ID.me email confirmation. The email confirmation link and code will expire after 15 minutes.



Email Confirmation

- Open the ID.me email and acknowledge the receipt
  - Below is a example of the email you will receive (left image) with conformation and 6 digit code
  - Select **Confirm your Email** button, you will see the confirmation notice (right image)
  - You should return to your initial session with the browser that prompted you enter the 6 digit code





Two-Factor Authentication

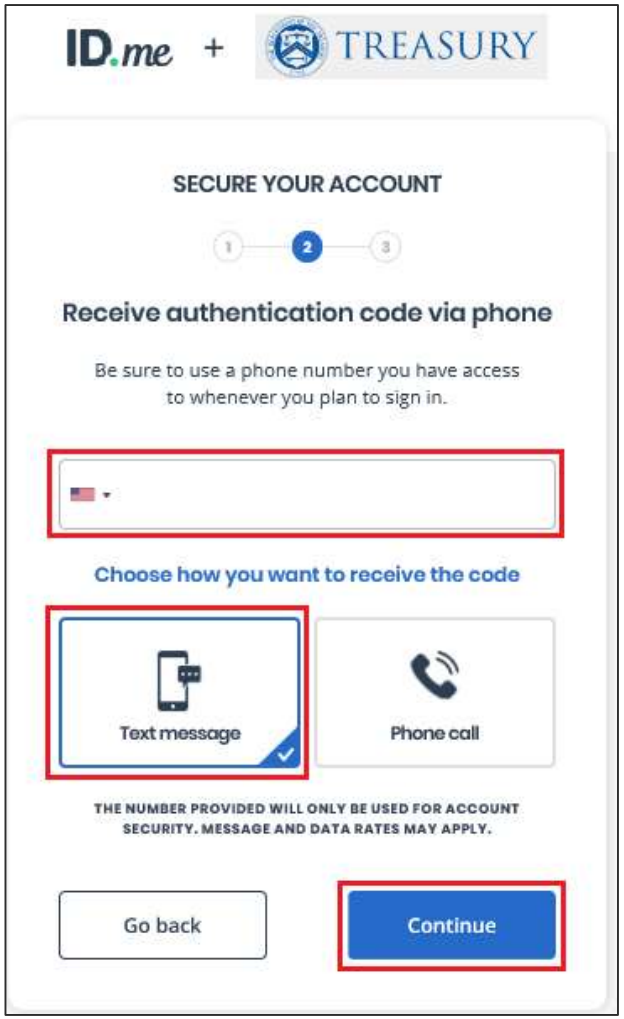
- Select one of the options to setup multi-factor authentication options
  - Text Message or Phone Call **(Preferred)**
  - Push Notification
  - Code Generator Application
  - FIDO U2F Security Key
  - Mobile Yubikey

Note: This presentation captures screen shots for the first option: Text Message or Phone Call.



Two-Factor Authentication: Text Message or Phone Call

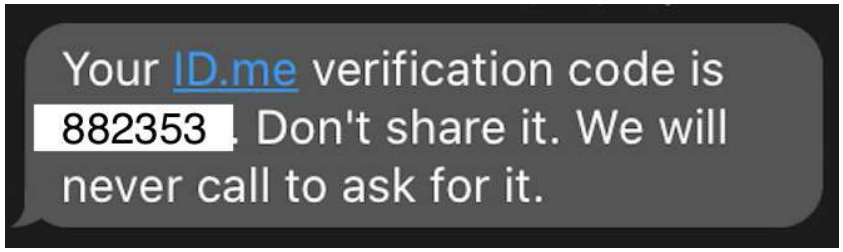
- Select Text message
  - Enter **your phone number**
  - Select **Text message**
  - Select **Continue**



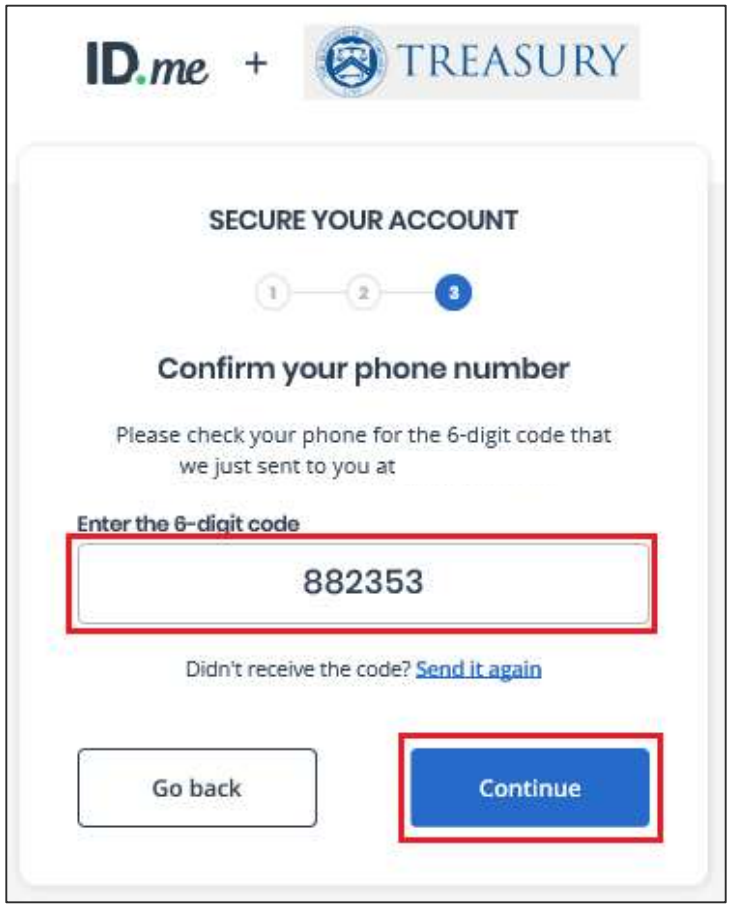
Note: Please use your valid mobile phone number.

Two-Factor Authentication: Text Message or Phone Call

- Verify phone number
  - 6 digit verification code generated automatically
  - Select **Continue**

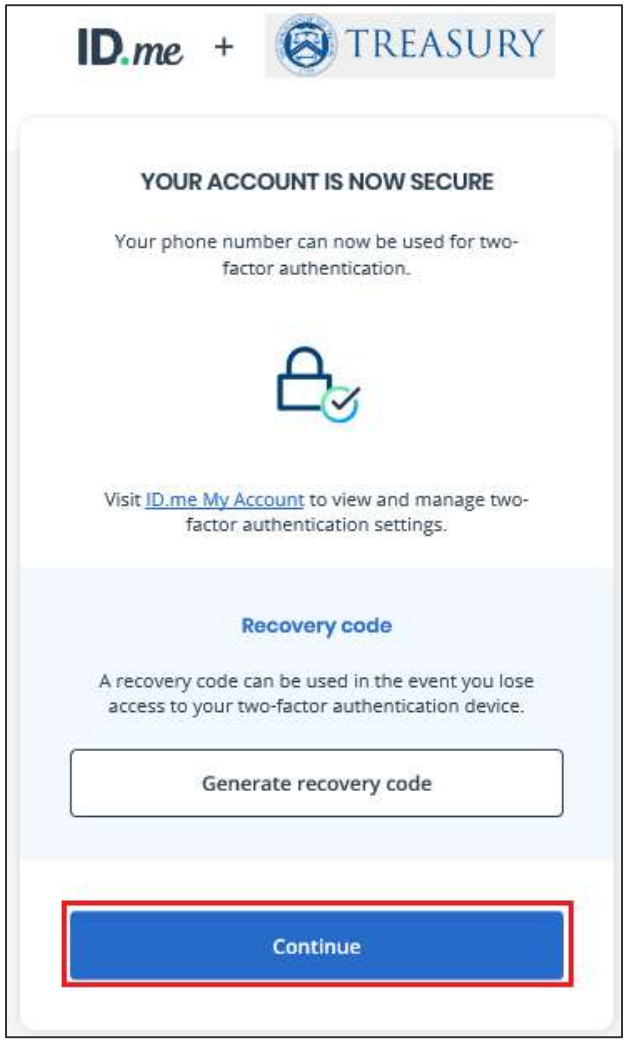


Note: The code will expire after 15 minutes.



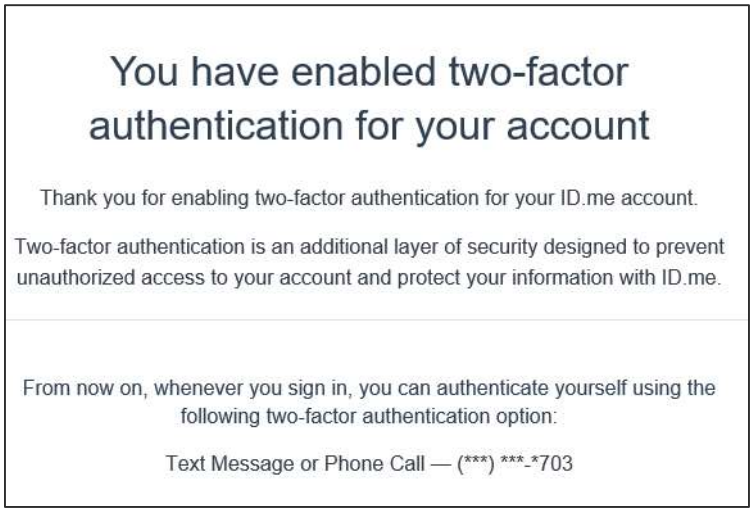
Multi-Factor Authentication: Text Message or Phone Call

- Confirmation



Congratulations! You have enabled multi-factor authentication for your account. Next step is to verify your identity.

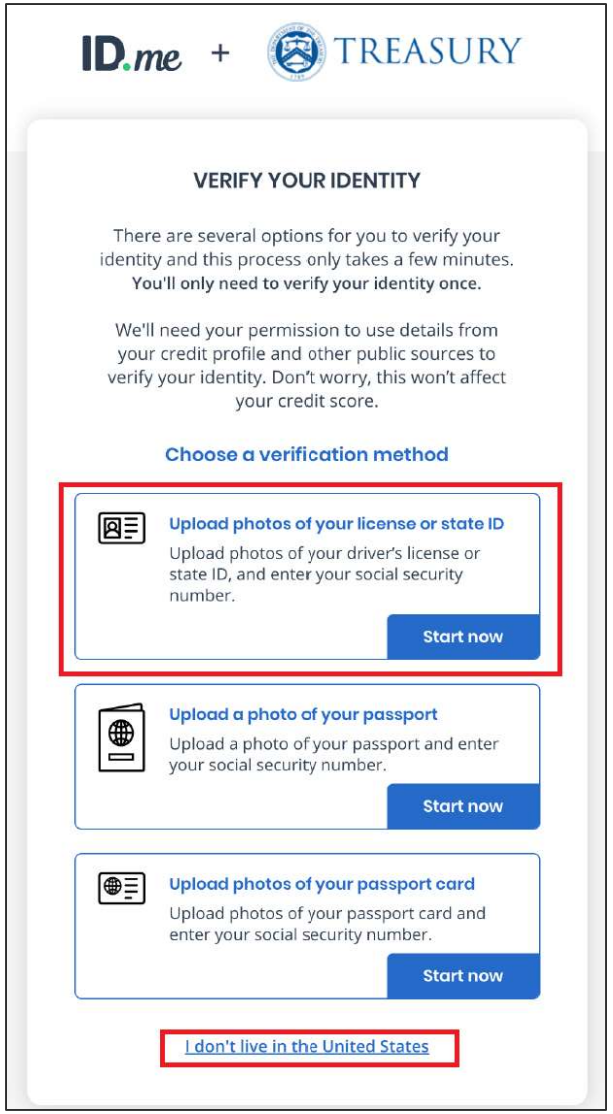
ID.me will send you an email notification that you enabled multi-factor authentication.



Identity Verification

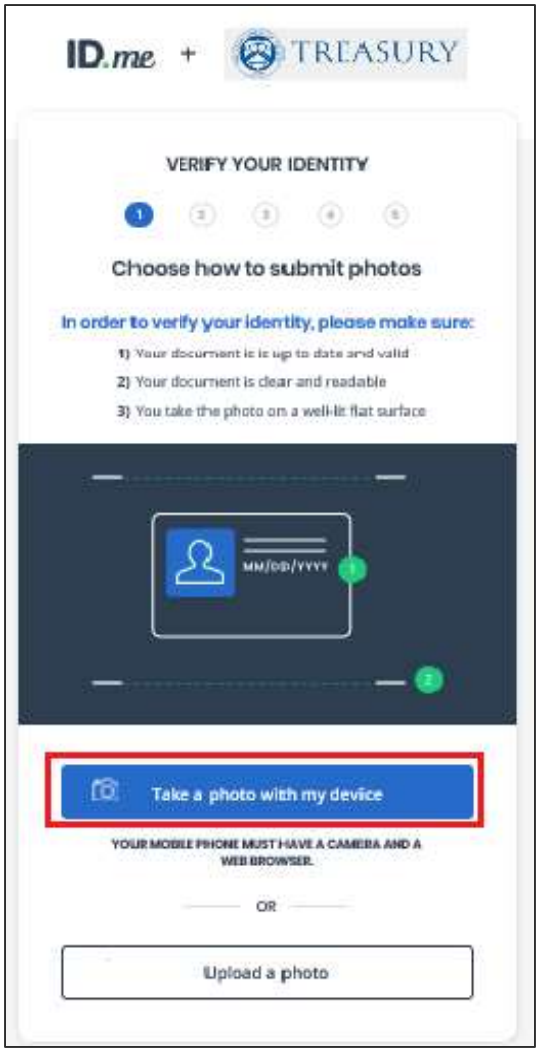
- Choose a verification method
  - **Option 1:**
    - Upload photos of your license or state ID **(Preferred)**
      - » **Slides 11-21**
    - Upload a photo of your passport
    - Upload a photo of your passport card
  - **Option 2:**
    - I don't live in the United States (**International**)
      - » **Slides 21-30**

Note: You must use an active / valid license, state ID, or Passport



Option 1: Upload Photos of Your License or State ID

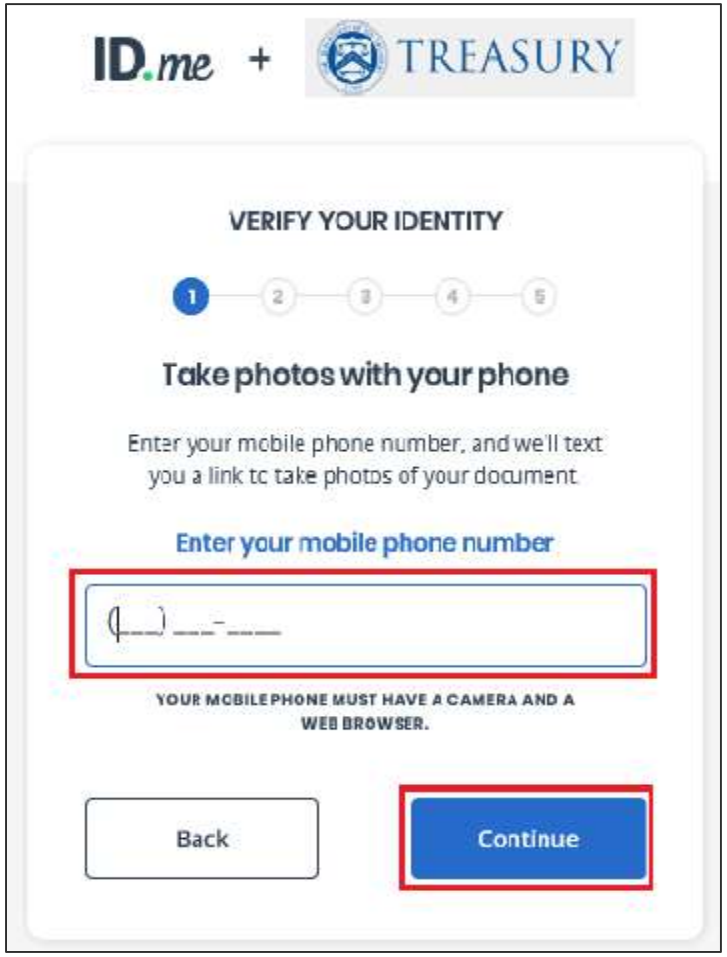
- Step 1
  - Choose how to submit photos
    - Take a picture with my device
    - Upload a photo



Note: This presentation captures screen shots for the first option: Take a picture with my device.

Option 1: Upload Photos of Your License or State ID

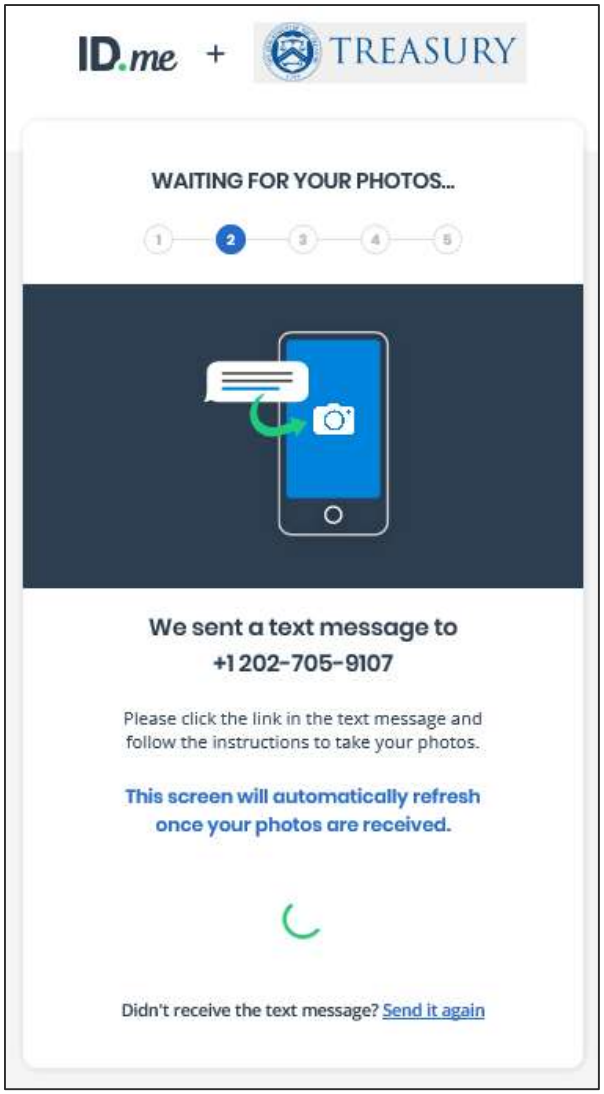
- Step 1 (continued)
  - Enter **your phone number**
  - Select **Continue**



Option 1: Upload Photos of Your License or State ID

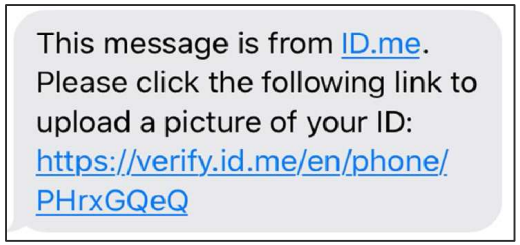
- Step 1 (continued)
  - A text message will be sent to your phone

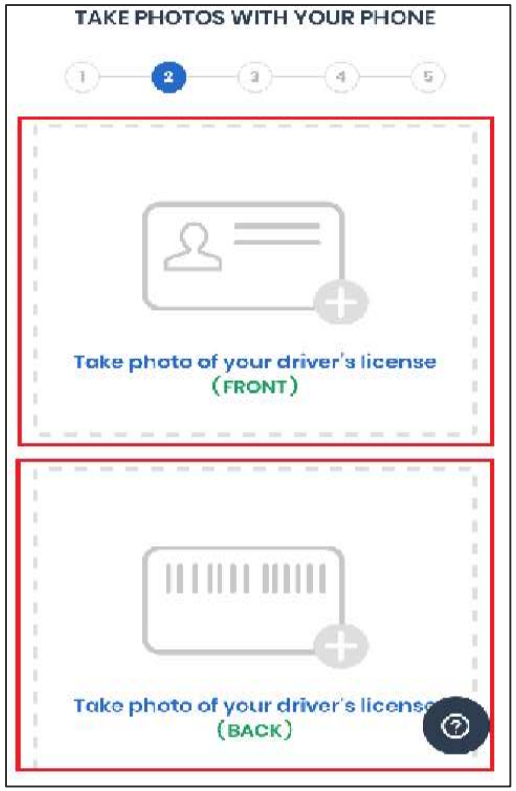
Note: You current web browser session is suspended until you respond to the action required.



Option 1: Upload Photos of Your License or State ID

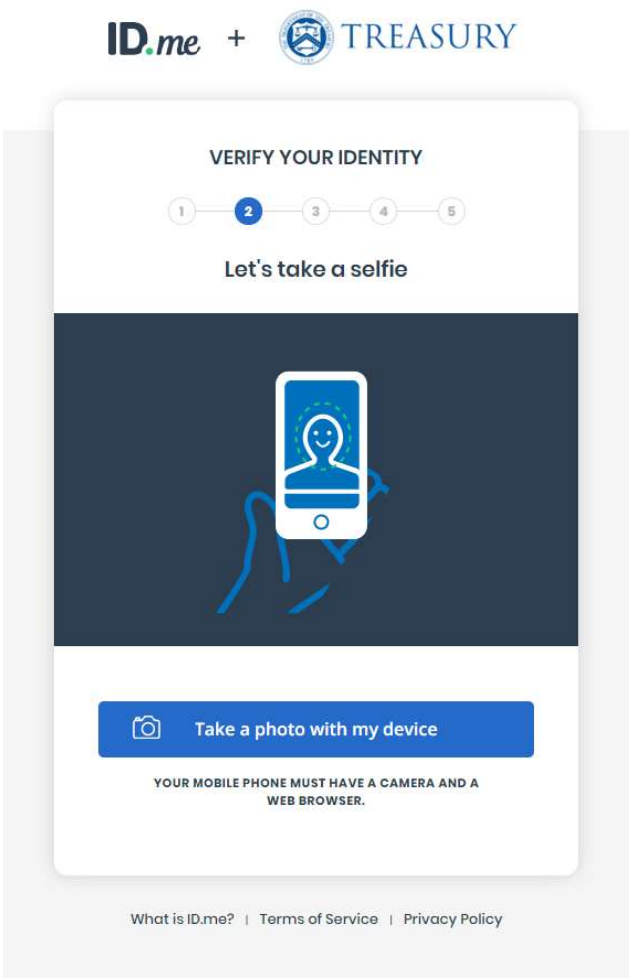
- Step 2
  - ID.me will send a text to your phone
  - Select the link from your phone to upload the front and back of your photo ID





Option 1: Upload Photos of Your License or State ID

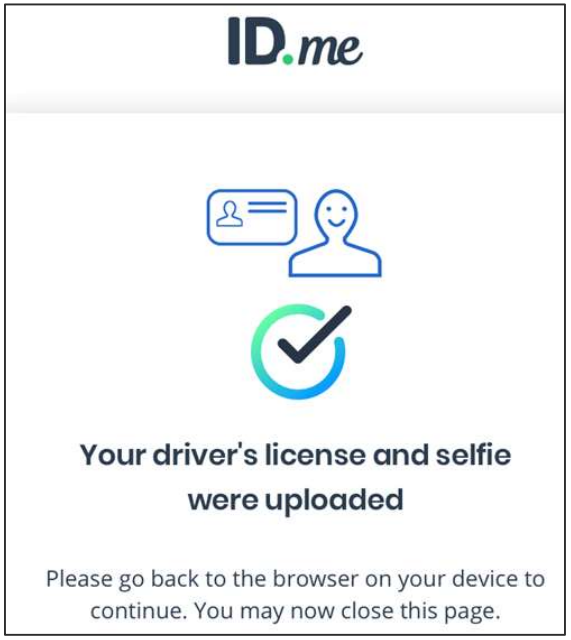
- Step 3
  - Consent to ID.me capturing biometric information
  - Select upload a video selfie
  - Follow the instructions carefully to take the video selfie



For more information on how to upload a video selfie, please reference this help article or this user guide.

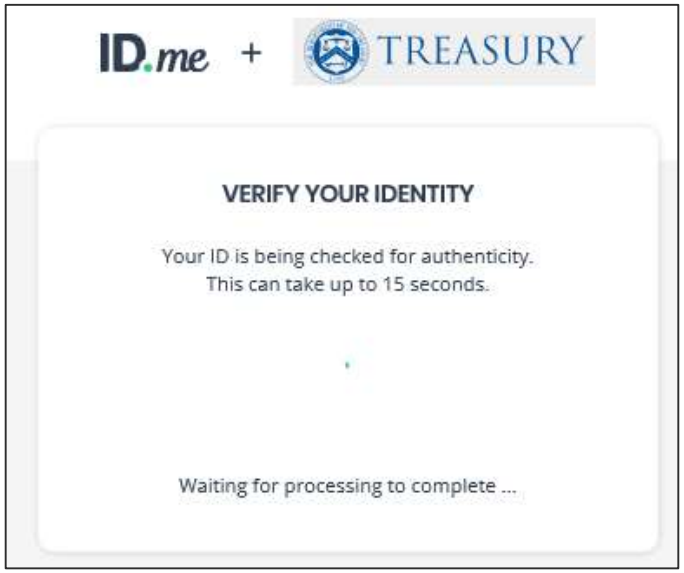
Option 1: Upload Photos of Your License or State ID

- Step 3 (continued)
  - Once you have completed the front and back license photos and video selfie, the following message is displayed on your phone.
  - You should return to your browser session



Option 1: Upload Photos of Your License or State ID

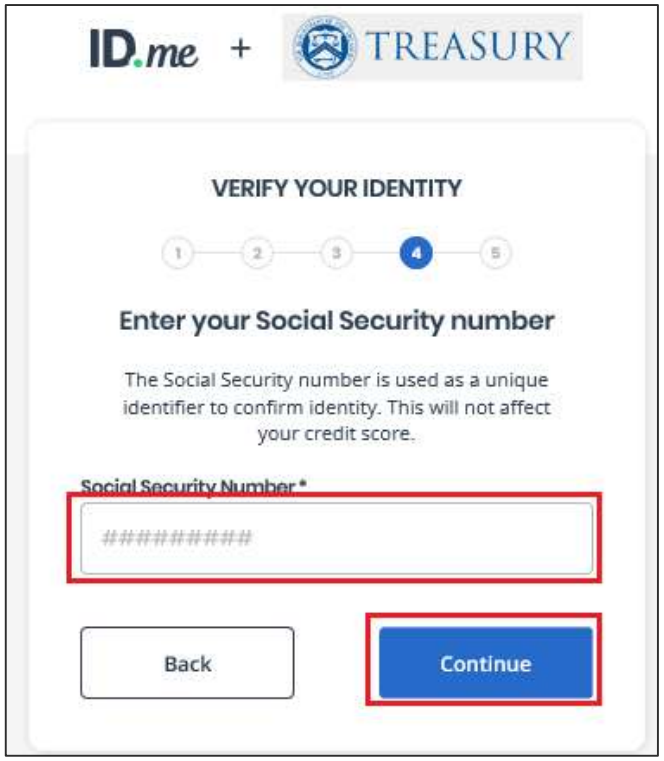
- Step 3 (continued)
  - Your browser session indicates the system is in process of verifying your identity
  - It may take up to 15 seconds
  - An additional screen may appear for manual data input if ID.me cannot verify information on your license



Note: If ID.me cannot verify your information from your license, an additional screen may appear for you to input your data manually.

Option 1: Upload Photos of Your License or State ID

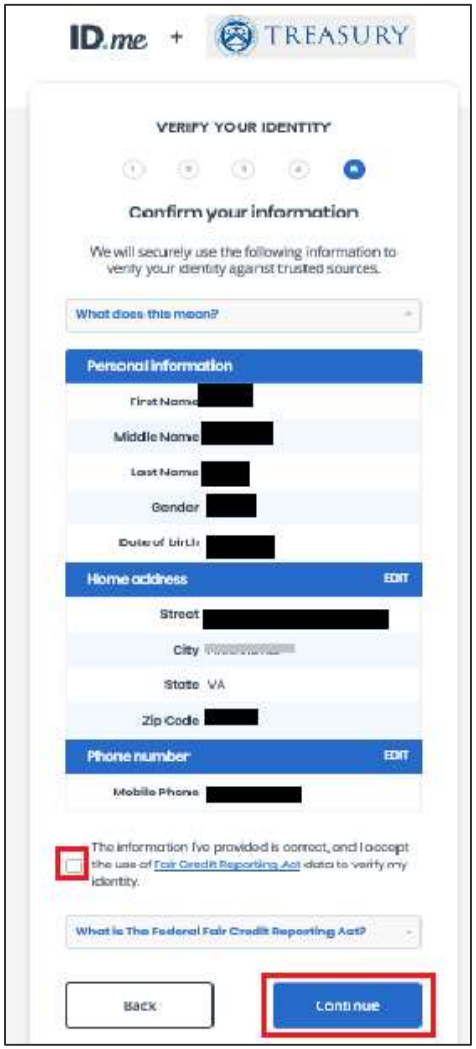
- Step 4
  - Enter **9 digit Social Security Number**
  - A text will be sent to cell phone number
  - Select **Continue**



Option 1: Upload Photos of Your License or State ID

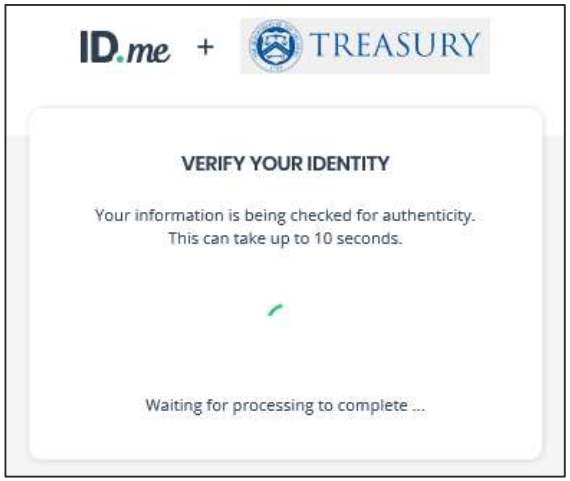
- Step 5
  - Confirm information
  - Check box – **Accept the use of Fair Credit Reporting Act**
  - Select **Continue**

Note: Please verify the information listed

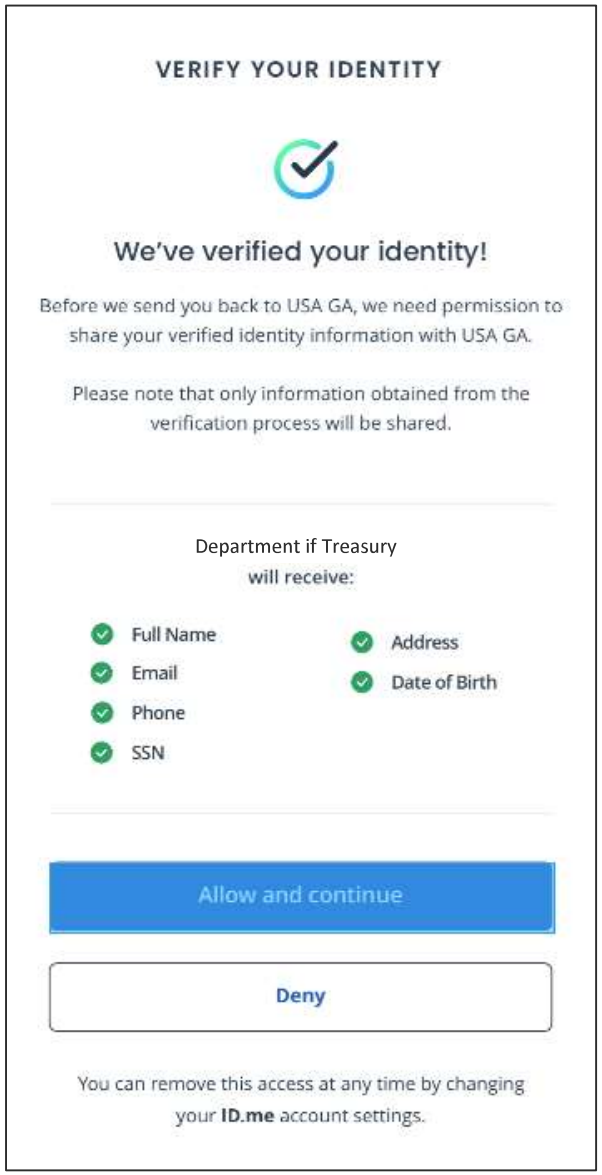


Option 1: Upload Photos of Your License or State ID

- Step 5 (continued)
  - Your browser session indicates the system is in process of verifying your identity
  - Consent to sharing your information with the Department of Treasury
  - ID.me will send you a Congratulations email
  - **Skip to Slide 36** if ID.me completed your identity verification

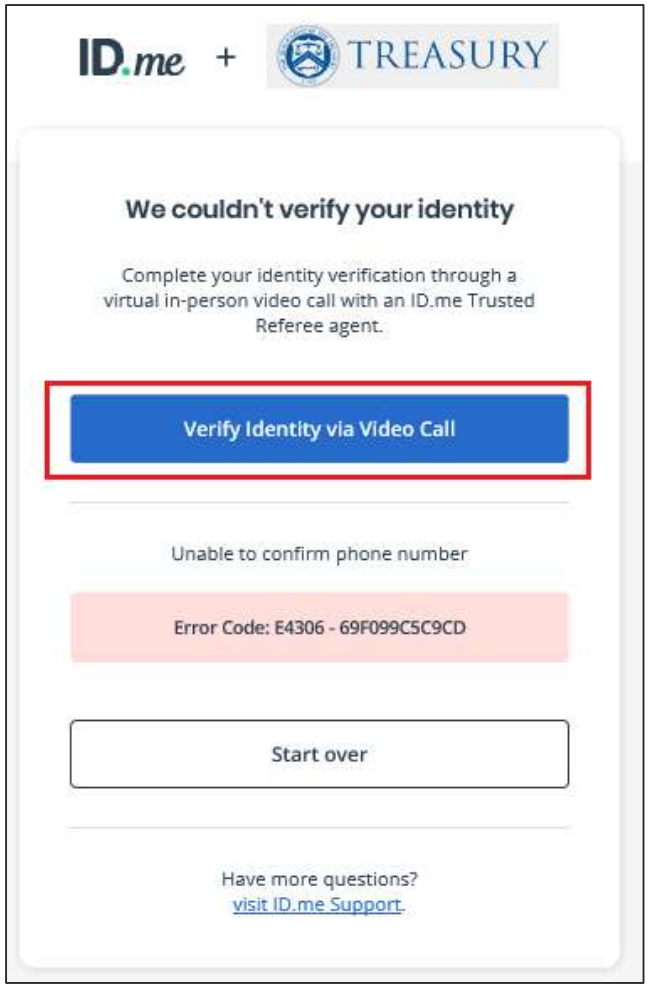


Note: If ID.me cannot verify your SSN or phone number, an additional screen may appear for you to input your data manually.



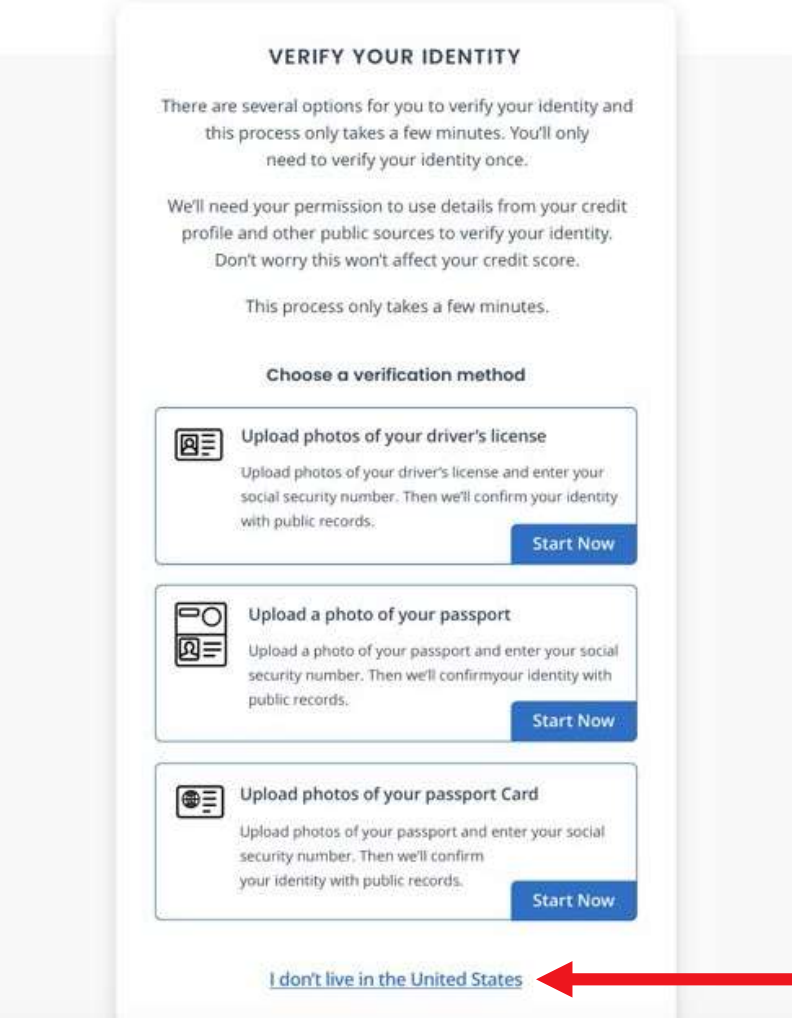
Option 1: Upload Photos of Your License or State ID

- If ID.me could not verify your identity:
  - Select Verify Identify via Video Call
  - Start Over (Optional)
    - Select one of the options to setup two-factor authentication
      - » Text Message or Phone Call **(Preferred)**
      - » Push Notification
      - » Code Generator Application
      - » FIDO U2F Security Key
      - » Mobile Yubikey

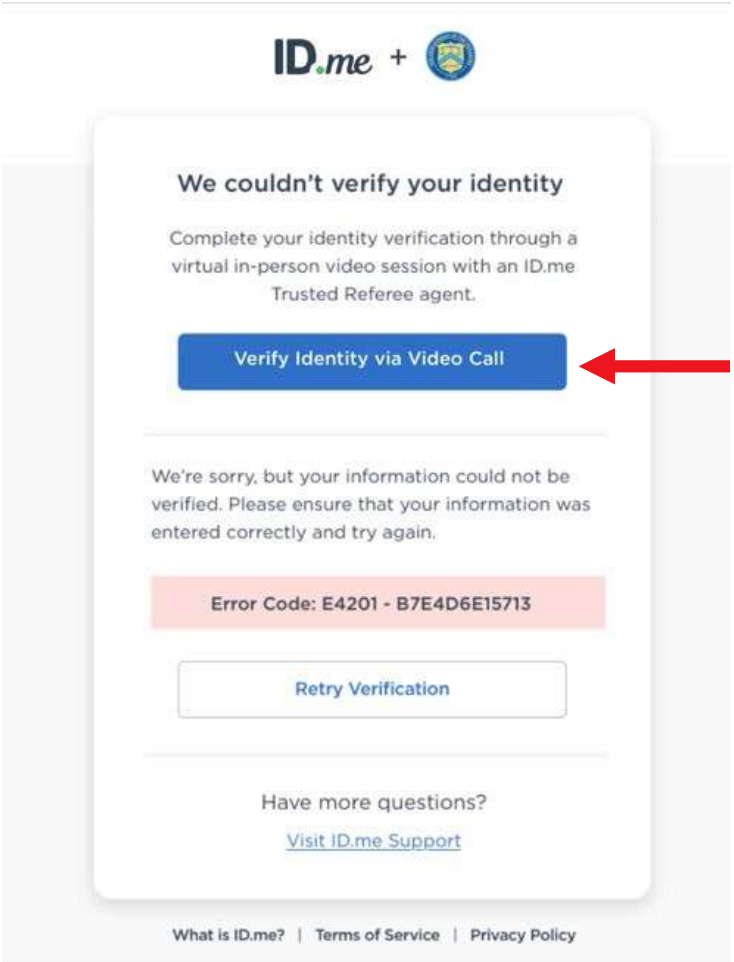


Option 2: How to start a Virtual In-Person Proofing Session

Option A: User initiates Virtual In-Person Identity Proofing by selecting "I don't live in the United States"

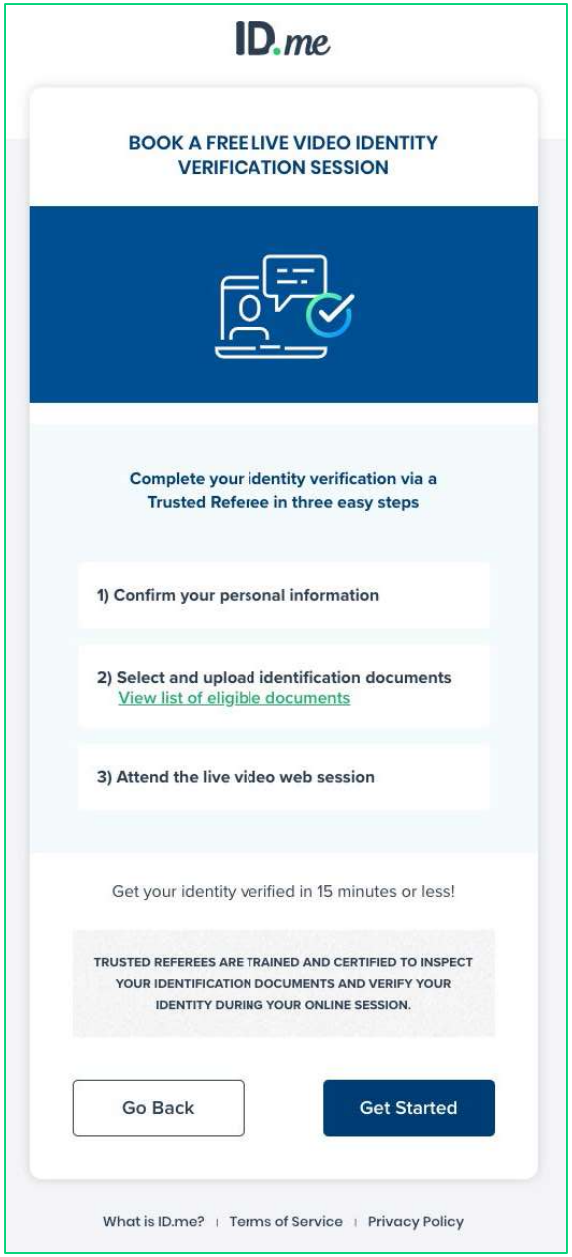


Option B: User initiates Virtual In-Person Identity Proofing after one unsuccessful online (self-service) identity proofing attempt



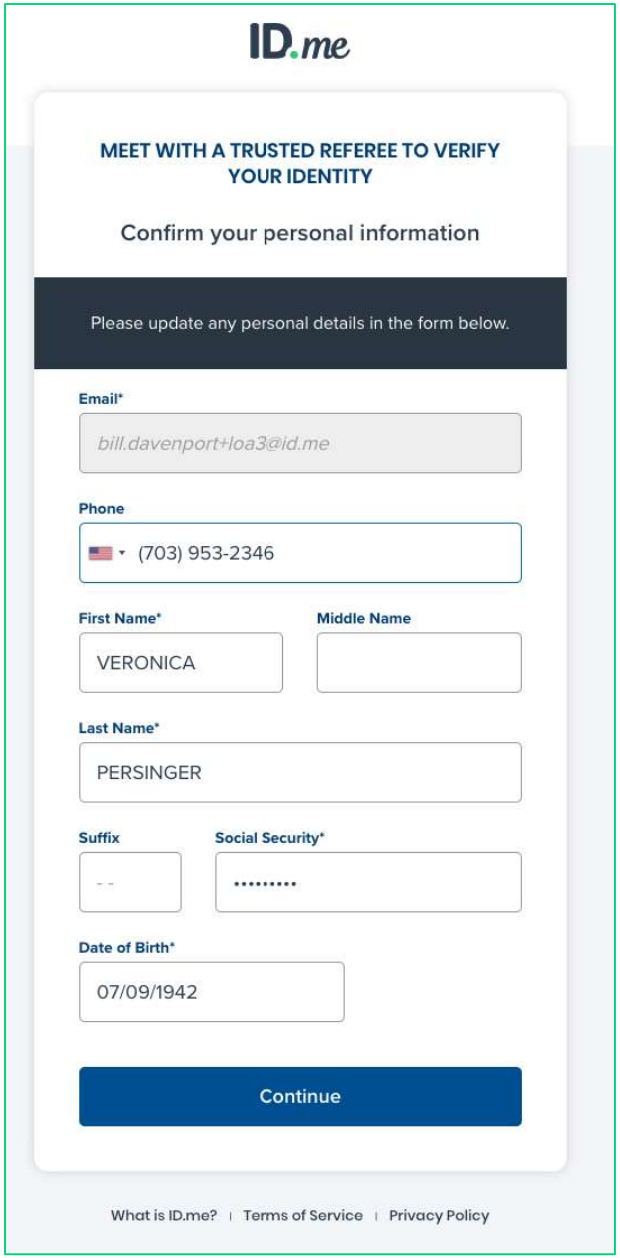
Option 2: How to start a Virtual In-Person Proofing Session

- Review the overview of the 3 step identity verification process
- When you are ready to proceed, select “Get Started”



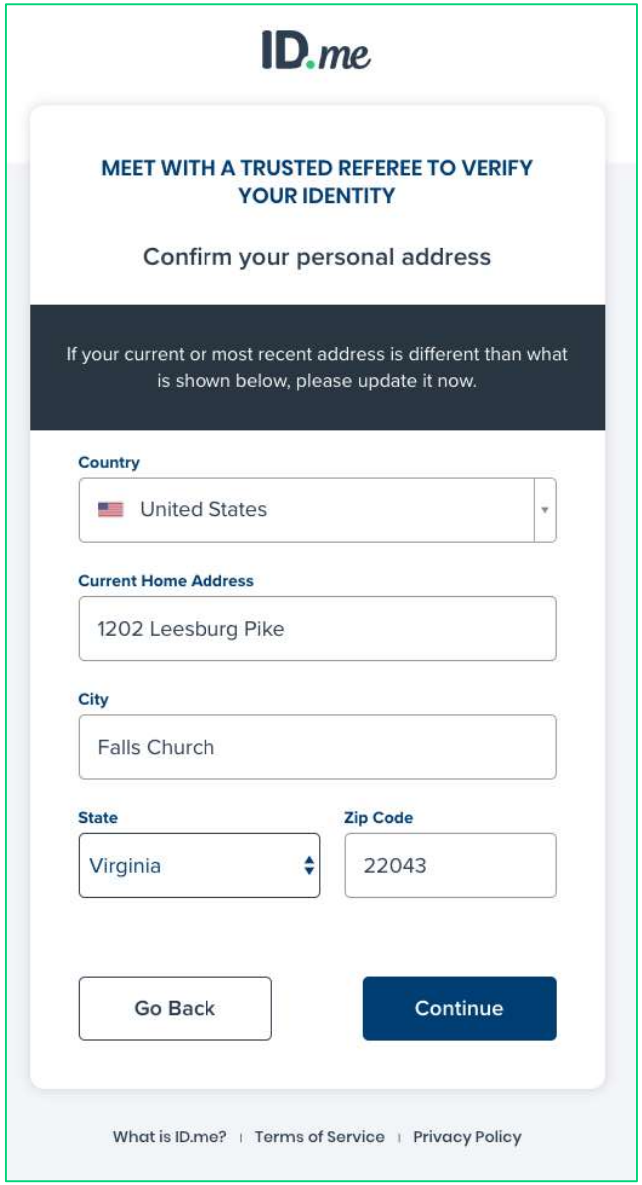
Option 2: How to start a Virtual In-Person Proofing Session

- Confirm that your personal information shown on the screen is accurate and select **Continue**



Option 2: How to start a Virtual In-Person Proofing Session

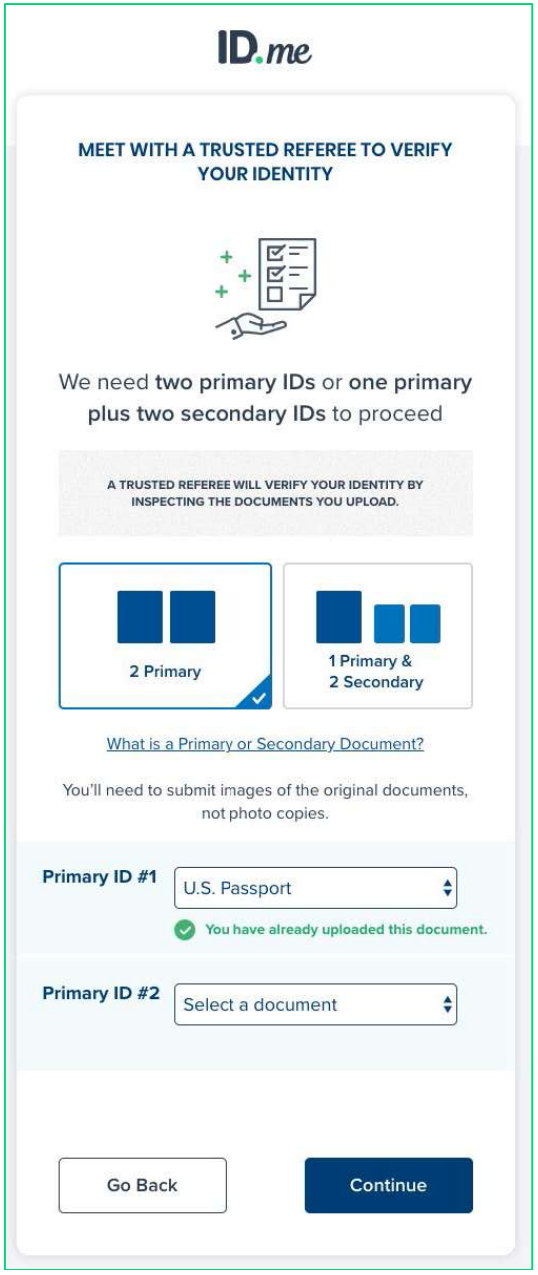
- Confirm that the address shown on the screen is your current or most recent address and select **Continue**



Option 2: How to start a Virtual In-Person Proofing Session

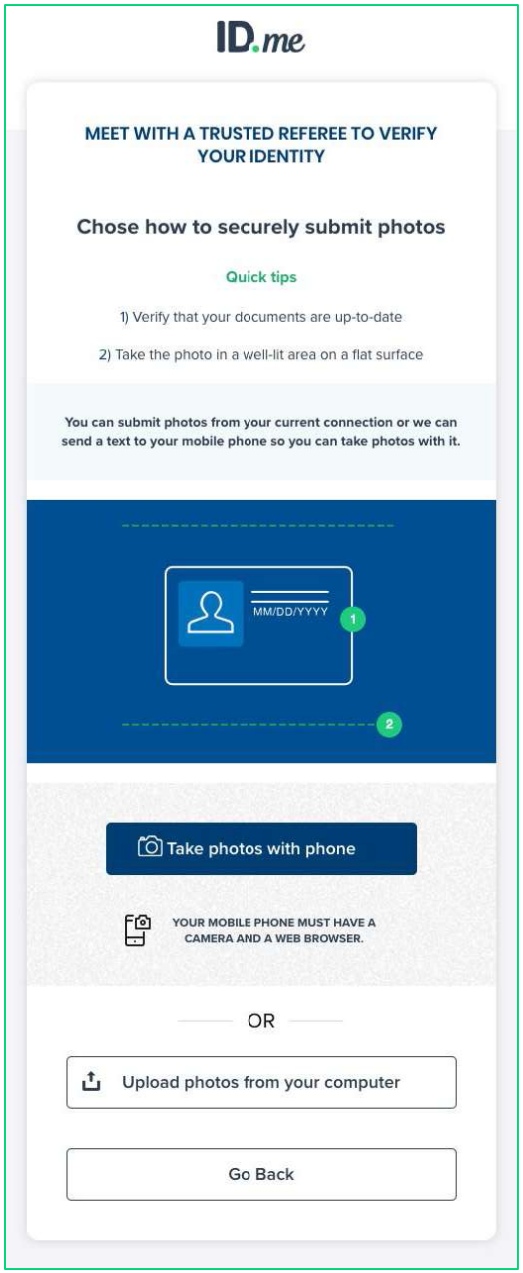
- You can either upload two (2) Primary IDs or one (1) Primary and two (2) Secondary IDs as evidence
- In the example shown on this slide, the user chose two Primary IDs and was prompted to select them via the dropdown menu at the bottom of the screen
- The user chose the U.S. Passport and Driver's License, which we will see on the next screen

Note: You must use an active / valid license, state ID, or Passport



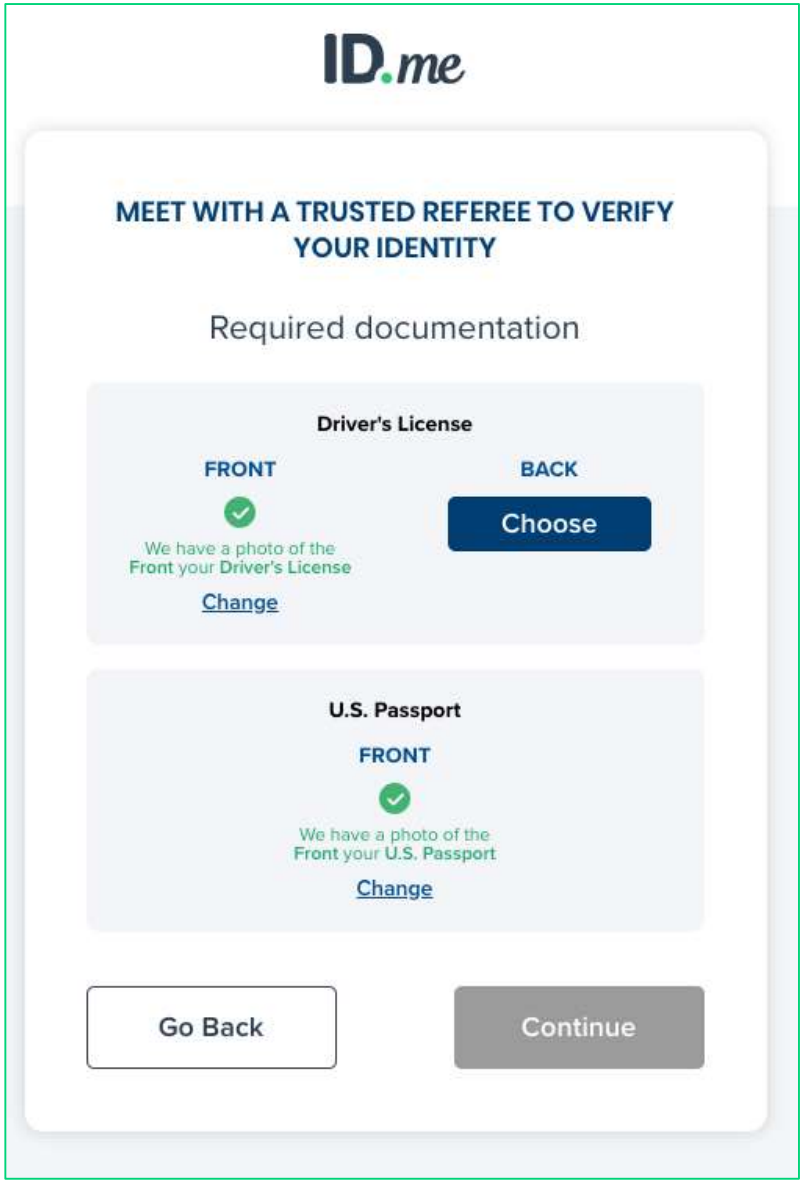
Option 2: How to start a Virtual In-Person Proofing Session

- The user in this example is given the option to either upload photos of their documents from their computer or take them directly with their mobile phone



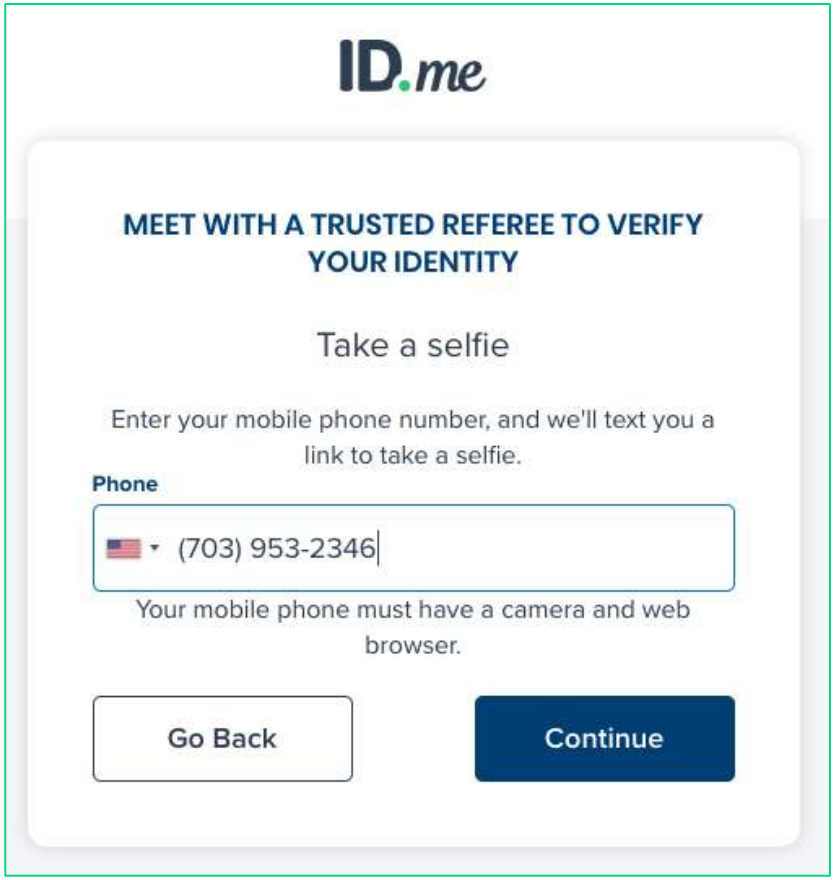
Option 2: How to start a Virtual In-Person Proofing Session

- You will be taken through each step of the upload process based on the pieces of identity evidence you select



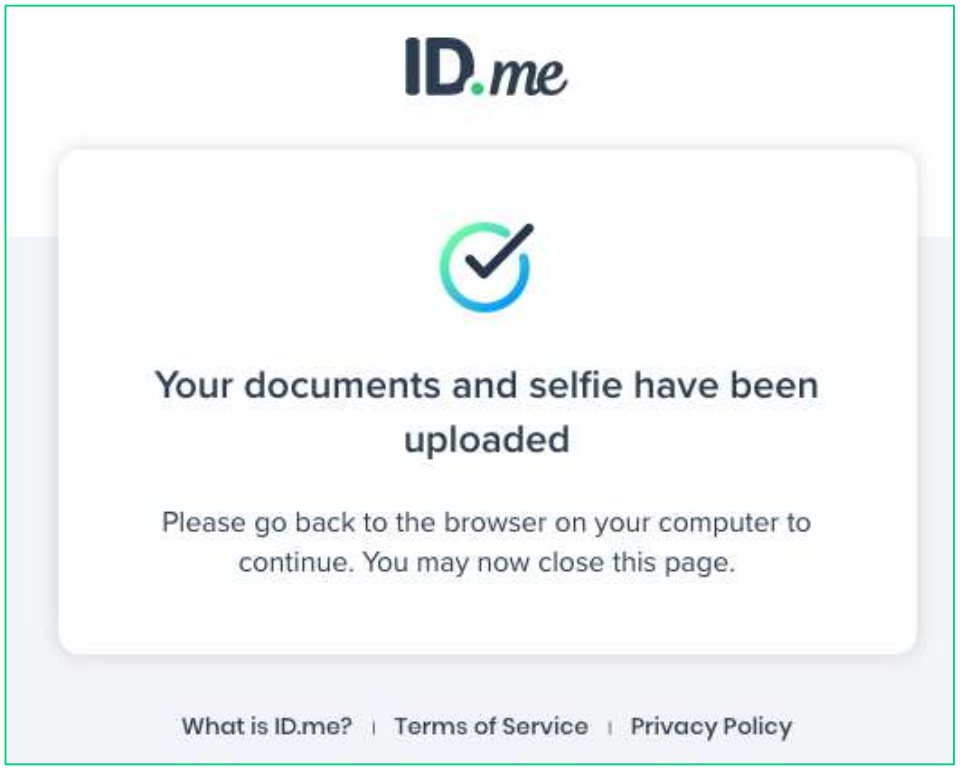
Option 2: How to start a Virtual In-Person Proofing Session

- Enter your mobile phone number, and you will be texted a link to capture a photo of yourself (selfie capture)



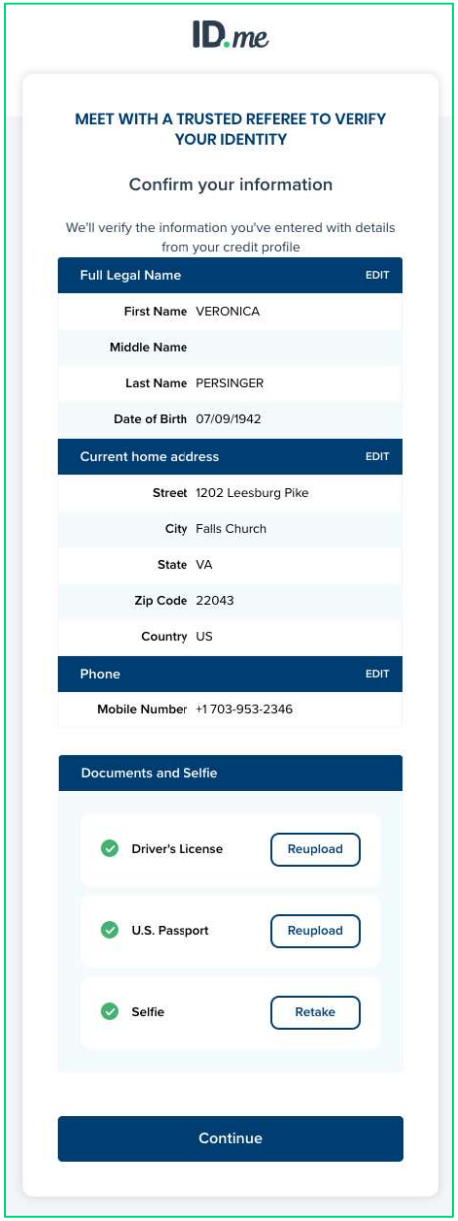
Option 2: How to start a Virtual In-Person Proofing Session

- Once you capture and successfully upload your selfie, you will receive a confirmation screen that prompts you to return to your original browser to resume the session



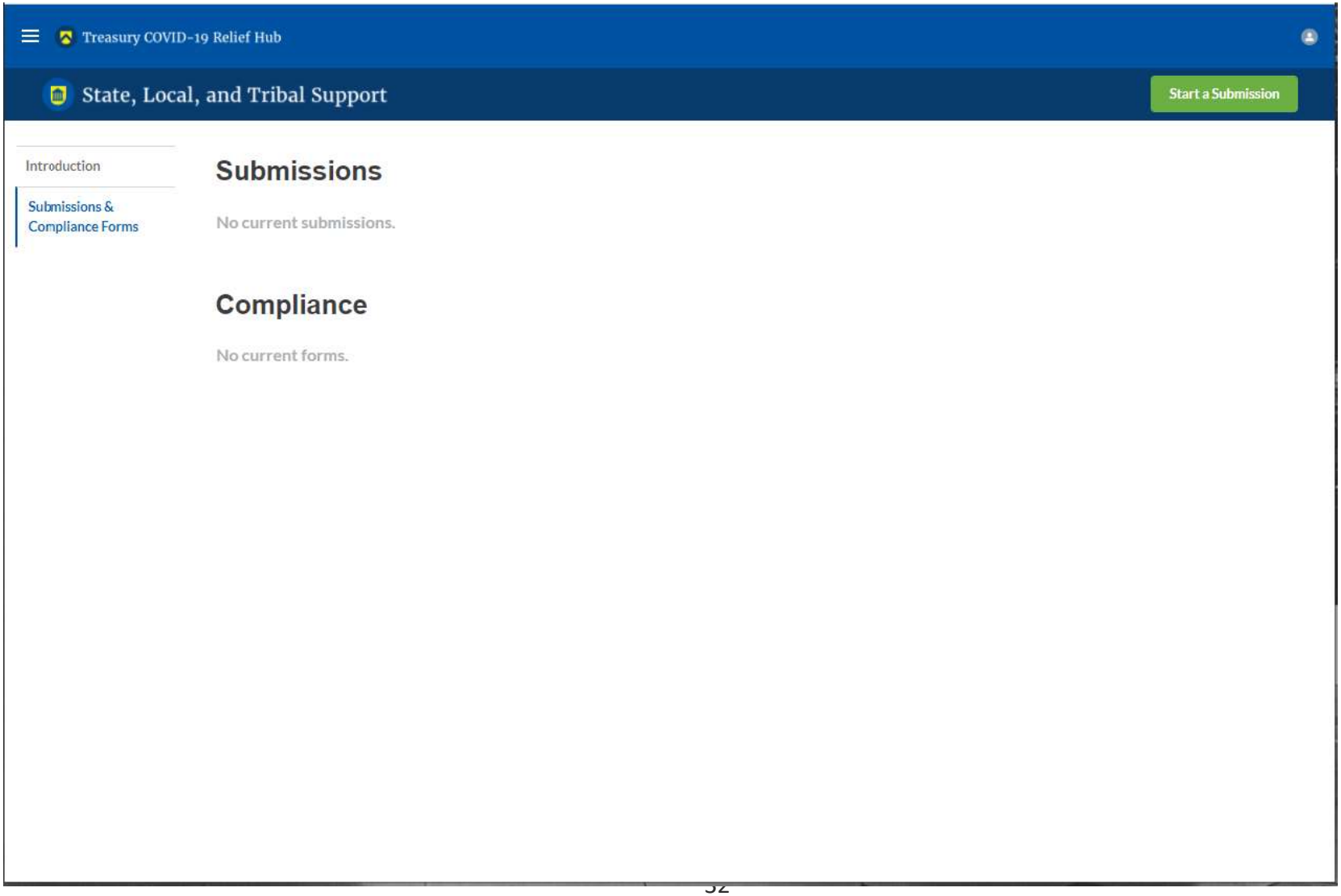
Option 2: How to start a Virtual In-Person Proofing Session

- Review your personal information to ensure it is correct and then select **Continue**



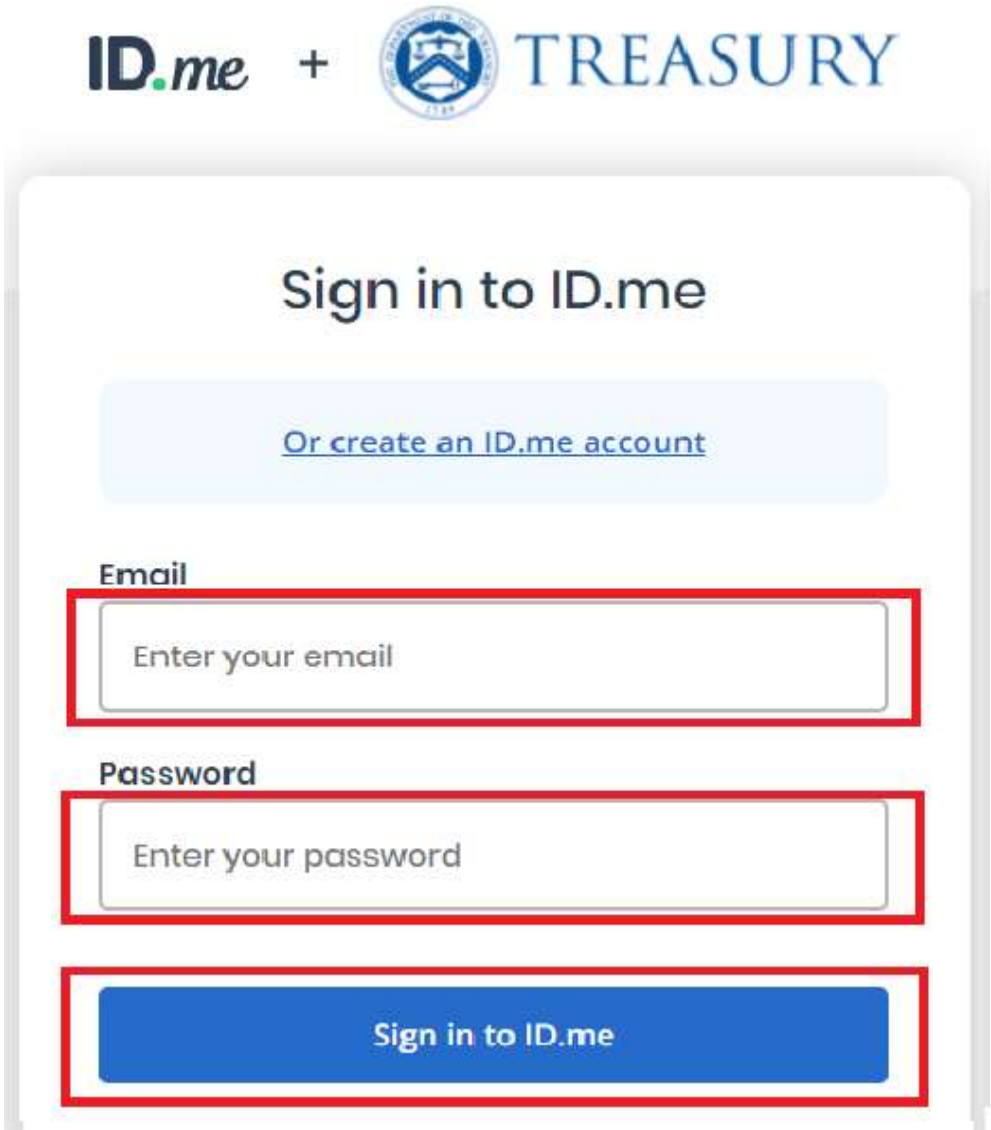
Website Redirect

- Once ID.me identity verification is complete, you will be redirected to the SLT Application Portal landing page



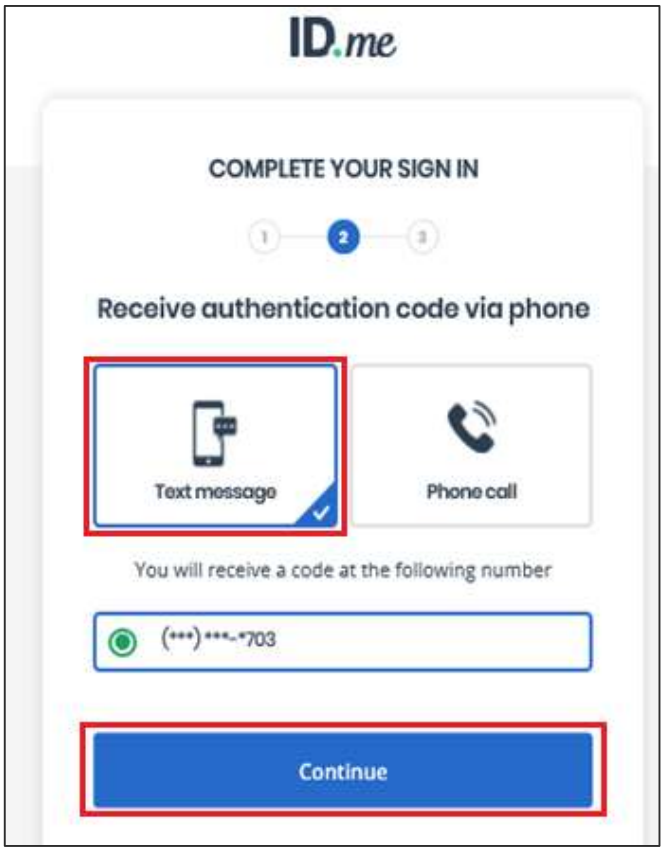
Logon to SLT Portal

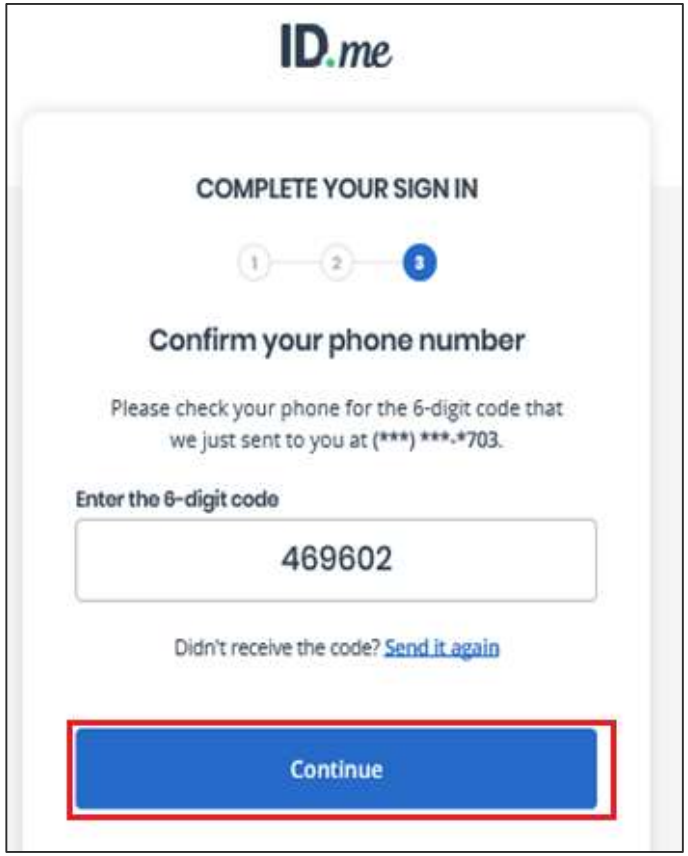
- Sign in with ID.me Account



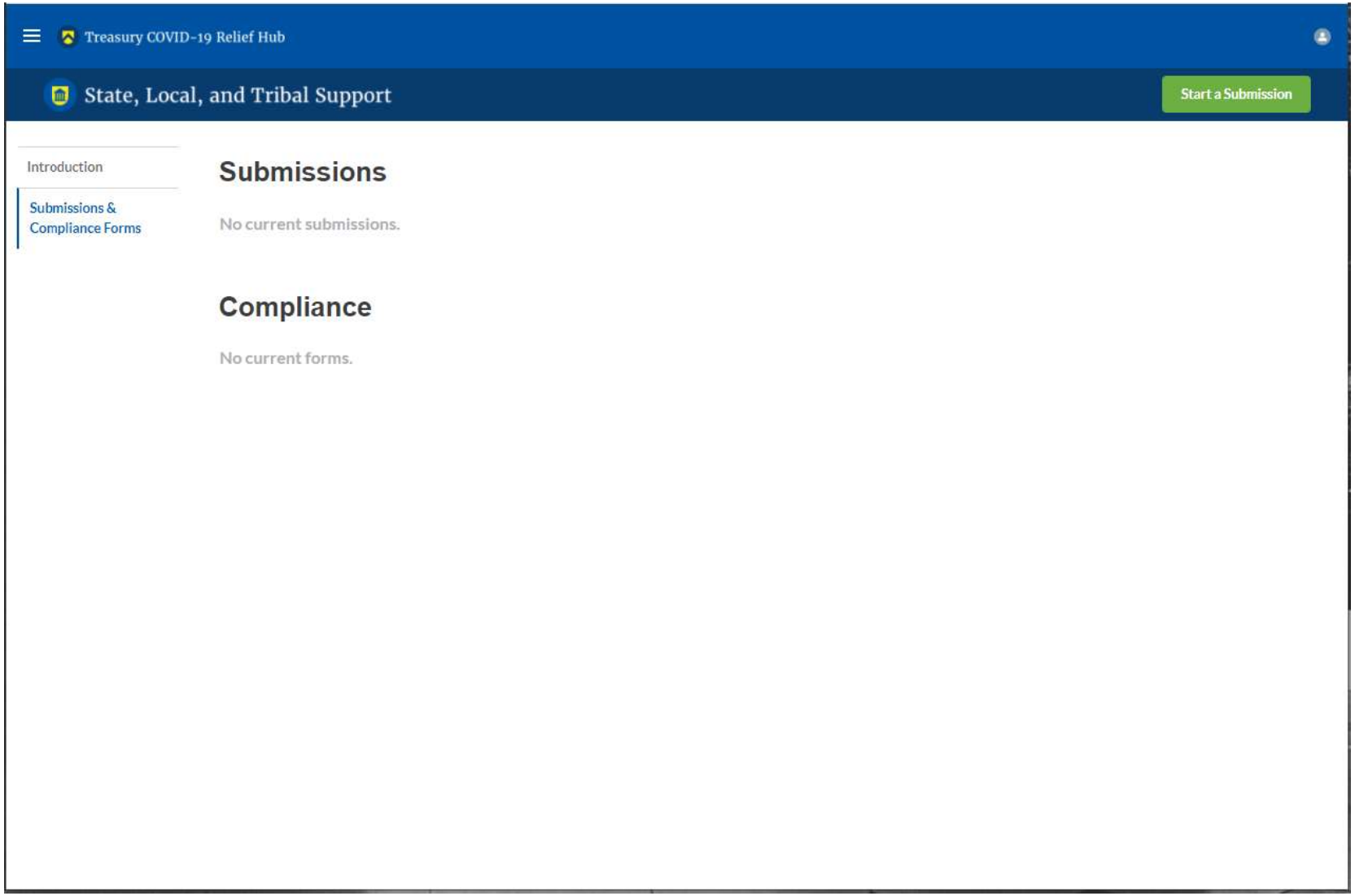
Logon to SLT Portal

- Complete Logon
  - Receive authentication code via phone
  - Select Continue (left)
  - Select Continue (right)





Log On



Note: Successful logon (authentication) to SLT Portal

Additional Resources

For assistance with technical issues with SLT Portal, please contact covidreliefitsupport@treasury.gov

For additional information on verifying your information with ID.me, navigate to the ID.me + Treasury support page. Some helpful articles and user guides are linked below.

- Help Articles:
  - Can I use Native American / Tribal documents as a form of evidence for identity verification?
  - How do I verify my identity to access my Treasury account?
  - How do I take and submit a selfie or video selfie?
  - How do I 'upgrade my credential' with a video selfie?
- User Guides:
  - How to verify your identity
  - How to take a video selfie
  - How to verify your identity on a video call

Frequently Asked Questions	Answer
How do I contact ID.me for assistance?	Please navigate to help.id.me to interact with ID.me's virtual assistant (on the lower right) or to submit a help request. ID.me's support team is available 24 hours a day, 7 days a week and will respond to your question as soon as possible.

OMB Approved No.: 1505-0270
Expiration Date: 10/31/2021

U.S. DEPARTMENT OF THE TREASURY
EMERGENCY RENTAL ASSISTANCE

Eligible grantee 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: 21.023-Emergency Rental Assistance Program

Section 3201(a) of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury ("Treasury") to make payments to certain eligible grantees to be used to provide emergency rental assistance.

The eligible grantee hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Authorized Representative Signature (above)
[To be signed by chief executive officer if recipient is a local government.]

Authorized Representative Name: Mounir Bouyounes

Authorized Representative Title: County Administrator

Date Signed: 5-7-21

U.S. Department of the Treasury:

Authorized Representative

Title:

Date:

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.
PRIVACY ACT STATEMENT
AUTHORITY: Solicitation of this information is authorized by the American Rescue Plan Act of 2021, Title III, Pub. L. No. 117-2.
PURPOSE: Treasury is required by the American Rescue Plan Act of 2021 to identify eligible grantees/recipients to provide emergency rental assistance to individuals who qualify for relief under the Act. Eligible grantees/recipients are state, local, and territorial governments which identify households requiring relief according to requirements contained in the Act. Treasury maintains contact information for authorized representatives and contact persons for the purpose of communicating with eligible grantees regarding issues related to implementation of the Act.
ROUTINE USES: The information you furnish may be shared in accordance with the routine uses outlined in the Treasury's system of records notice, Treasury .017 - Correspondence and Contact Information, which can be found at 81 FR 78266 (Nov. 7, 2016).
DISCLOSURE: Disclosure of this information to Treasury is required in order to comply with the requirements the American Rescue Plan Act of 2021. Disclosure of this information is voluntary, however, grantees/recipients that do not disclose contact information will be unable to communicate with Treasury on issues related to their obligations under the Act and this may affect the status of their award.

OMB Approved No.: 1505-0270
Expiration Date: 10/31/2021

U.S. DEPARTMENT OF THE TREASURY
EMERGENCY RENTAL ASSISTANCE
AWARD TERMS AND CONDITIONS

1. Use of Funds. Recipient understands and agrees that the funds disbursed under this award may only be used for the purposes set forth in subsection (d) of section 3201 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021) ("Section 3201") and any guidance issued by Treasury regarding the Emergency Rental Assistance program established under Section 3201 (the "Guidance").

2. Reallocation of Funds. Recipient understands and agrees that any funds allocated by Treasury to Recipient that are not disbursed to Recipient in accordance with Section 3201(c)(2) as a subsequent payment will be reallocated by Treasury to other eligible recipients under Section 3201(e). Such reallocation of funds shall be made in the manner and by the date, which shall be no sooner than March 31, 2022, as may be set by Treasury. Recipient agrees to obligate at least fifty (50) percent of the total amount of funds allocated by Treasury to Recipient under Section 3201 to be eligible to receive reallocated funds under Section 3201(e).

3. Assistance to Eligible Households. Recipient agrees to permit eligible households (as defined in Section 3201(f)(2)) to submit applications for financial assistance directly to Recipient, and to receive financial assistance directly from Recipient, under programs established by Recipient using funds disbursed under this award. Recipient may make payments to a landlord or utility provider on behalf of an eligible household, but if the landlord or utility provider does not agree to accept such payment after Recipient makes reasonable efforts to obtain its cooperation, Recipient must make such payments directly to the eligible household for the purpose of making payments to the landlord or utility provider.

4. Period of Performance. The period of performance for this award begins on the date hereof and ends on September 30, 2025. Recipient shall not incur any obligations to be paid with the funding from this award after such period of performance ends.

5. Administrative costs.

a. Recipient may use funds provided to the Recipient to cover both direct and indirect costs.

b. The total of all administrative costs, whether direct or indirect costs, may not exceed 15 percent of the total amount of the total award.

6. Reporting.Recipient agrees to comply with any reporting obligations established by Treasury as related to this award. Recipient acknowledges that any such information required to be reported pursuant to this section may be publicly disclosed.

7. Maintenance of and Access to Records.

a. Recipient shall maintain records and financial documents sufficient to support compliance with Section 3201 and the Guidance.

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 the period of performance.

8. Cost Sharing.Cost sharing or matching funds are not required to be provided by Recipient.

9. Compliance with Applicable Law and Regulations.

a. Recipient agrees to comply with the requirements of Section 3201 and the Guidance. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance 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 and 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.

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 grounds 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 or benefiting from 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. False Statements. Recipient understands that false statements or claims made in connection with this award is a violation of federal criminal law and may result in fines, imprisonment, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

11. 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. Recipients and subrecipients must disclose in writing to Treasury or the pass-through agency, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

12. 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."

13. 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 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. Interest, penalties, and administrative charges shall be charged on delinquent debts in accordance with 31 U.S.C. § 3717 and 31 C.F.R. § 901.9. Treasury will refer any debt that is more than 180 days delinquent to Treasury's Bureau of the Fiscal Service for debt collection services.

c. Penalties on any debts shall accrue at a rate of not more than 6 percent per year or such other higher rate as authorized by law. Administrative charges, that is, the costs of processing and handling a delinquent debt, shall be determined by Treasury.

14. 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 constitute an agency relationship between the United States and Recipient.

15. Protections for Whistleblowers.

a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or 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; and/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.

16. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 8, 1997), Recipient should and should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

17. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 1, 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.

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3125 **Agenda Date:** 5/18/2021 **Agenda No.:** 7.2.1.

SUBJECT:
Request Approval of Settlement Agreement and Release Documents Covering All Plaintiffs in the Following Two (2) Lawsuits Filed in the Middle District of Florida, Ocala Division (Budget Impact - Expenditure of $1,175,000 to be paid from Account EF300522-599101, Reserve for Contingencies)

INITIATOR:
Matthew G. Minter, County Attorney

DEPARTMENT:
Legal

DESCRIPTION/BACKGROUND:

1. **Ernest Riddling, Jr**., Angela Tutino, Daniel Clifford, Jr., Clifford Grier, Kimberla Cronmiller, Dennis Cronmiller and Daniel Kauffman, **Case No. 5:19-cv-193-Oca-30PRL** (referenced below as the "**Riddling**" case).

2. **Daniel D. Garcia**, Joseph L. Amigliore, Scott Chappell, Chris Cooksey, Pamela Driggers, Scott Gragen, Justin Harrington, Christopher Hays, Todd Hime, Murrel Liverman, David C. Mills, John M. Nowery, Thomas Reeves, Joseph Rinaudo, II, Miguel Rioseco, Chris Trubelhorn (Plaintiffs) and Patrick Asselin (opt-in Plaintiff) **Case No. 5:19-cv-00458-JSM-PRL** (referenced below as the "**Garcia**" case).

The above-listed former (**Riddling** Plaintiffs) and current (**Garcia** Plaintiffs) employees of Marion County Fire Rescue filed Fair Labor Standards Act (FLSA) claims in the referenced cases, claiming entitlement to back pay for unpaid overtime wages in the case of the **Riddling** suit, and back pay for unpaid overtime and ongoing wages in the **Garcia** suit. During the disputed time periods, Marion County had consistently classified each of these individuals as exempt management employees under the FLSA. Each of the Plaintiffs worked in the position of "District Captain," meaning that they were typically supervising four to six fire stations. The Fire Captain's Collective Bargaining Agreement had expressly stated that the Captains were exempt from FLSA overtime pay. However, under the FLSA, such agreements are not binding on the court in these cases, and a party cannot "bargain away" his or her FLSA rights. Marion County has been rather unique in its utilization of the "District Captain" job classification, compared to other fire departments. It is more common in fire departments around Florida, and the Country, to find "Station Captains" and then "Battalion Chiefs." These lawsuits presented two basic issues: (1) Were the Captains properly designated as "exempt" from the FLSA, and, if not, (2) what is the measure of overtime compensation they are owed. While case law presents several general rules that are considered in these cases, each claim is determined on a case by case basis. The job title of the individual is not controlling; rather, the determination whether an individual is correctly classified as exempt managerial is based on the "primary duties" performed by the individual. Each of the Plaintiffs took the position in this litigation that their primary duty was that of a "first responder," which would mean that they should not have been exempt.

Marion County's position has been that the primary duty of these individuals was that of management level employees who, nevertheless, also responded to fires and other emergencies based on the demands of the situation.

FLSA cases are very time intensive, and expensive to litigate, in that they involve both many depositions and thousands of pages of discovery that must be reviewed. The County Attorney's Office engaged the services of Attorney Benton Wood from Fisher Philips, LLP, an outside labor attorney to represent the County in this case. The County Attorney's Office and MCFR staff aided Mr. Wood to reduce his expenditures. In an FLSA case, if the employer loses, they not only pay the unpaid overtime wages, but then basically double that amount in liquidated damages as a penalty, and they are also responsible to pay the attorney fees for the employees, which can become quite costly. Before negotiating the attached settlement agreements, Mr. Wood engaged in intensive discovery to, in effect, perform a due diligence analysis to make the best recommendation to the Board. This discovery included multiple depositions, most of which were attended by the County Attorney as well. The general conclusion reached following that discovery was that there were sufficient "disputed issues of material fact" between the witnesses and parties that the County would not be likely to prevail on pre-trial summary judgment motions - meaning that the cases would have to be tried to a jury. Both parties would have evidence and arguments in support of their respective positions to present to the jury. The parties participated in Court-required settlement discussions (including mediation in Case No. 5:19-cv-193-Oca-30PRL). We ultimately concluded that it would be in the best interest of MCFR and the Board to settle these claims, given the cost of engaging in on-going discovery in Case No. 5:19-cv-00458-JSM-PRL, preparing for, and conducting the two trials, which would have exposed the County to hundreds of thousands more in damages and attorney fees.

As the Board knows, during the pendency of these cases, Chief Banta has undertaken a re-structuring of the Fire Department, eliminating the District Captain position, and creating both the Station Captain and the Battalion Chief positions. This stopped the on-going accrual of overtime claims in the **Garcia** case and will resolve many of the issues raised in these cases going forward.

One of the unique features of FLSA lawsuits is that the Federal District Judge exercises oversight of any proposed settlements and has the authority to reject settlements. In this matter, the settlement agreements in both cases have been approved by U.S. District Court Judge James S. Moody, Jr. Board Approval is the final step in concluding these two cases.

Attached hereto are the settlement agreements for the respective cases.
The settlement of Case No. 5:19-cv-193-Oca-30PRL (**Riddling** Plaintiffs) is for a total of **$450,000.00** , representing compensation to the seven Plaintiffs and including their attorney fees, with a separate settlement document for each Plaintiff.

The settlement of Case No. 5:19-cv-00458-JSM-PRL (**Garcia** Plaintiffs) is for a total of **$725,000.00** representing compensation to all seventeen plaintiffs and including their attorney fees.

BUDGET/IMPACT:
Expenditure of $1,175,000 to be paid from Account EF300522-599101, Reserve for Contingencies. Note: While the foregoing represents the entire settlement amounts for each lawsuits, because the settlements involve the payment of back wages and benefits, there will be an additional amount the

County will have to pay based on taxes and benefit accruals for each of the Plantiffs.

RECOMMENDED ACTION:
Board Motion to approve all settlement agreements in both FLSA lawsuits listed herein and authorize the Chairman to execute the attached Settlement Agreements.

Attachments.

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
OCALA DIVISION

ERNEST RIDDLING, JR., ANGELA TUTINO, DANIEL CLIFFORD, JR., CLIFFORD GRIER, KIMBERLA CRONMILLER, DENNIS CRONMILLER and DANIEL KAUFFMAN,

Plaintiffs,

Case No. 5:19-cv-193-Oca-30PRL

v.

BOARD OF COUNTY COMMISSIONERS, MARION COUNTY, FLORIDA,

Defendant.
_____/

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (hereinafter the "Agreement") is entered into by and between ERNEST RIDDLING, JR. (hereafter "RIDDLING") and BOARD OF COUNTY COMMISSIONERS, MARION COUNTY, FLORIDA (hereafter the "COUNTY").

WHEREAS, RIDDLING initiated a lawsuit ("Lawsuit") alleging unpaid overtime payments under the Fair Labor Standards Act ("FLSA"), unpaid wages under Florida Statutes Chapter 448 and breach of contract against the COUNTY; and

WHEREAS, the COUNTY has denied RIDDLING's claims in their entirety; and

WHEREAS, the parties desire to settle this matter to avoid additional costs of litigation;

NOW, THEREFORE, in full consideration of the mutual promises and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, RIDDLING and the COUNTY agree as follows:

1. The COUNTY shall cause to be paid on RIDDLING's behalf the sum total of SIXTY-FIVE THOUSAND EIGHT HUNDRED THIRTY-SEVEN and 60/100 Dollars ($65,837.60), as follows:

A. NINETEEN THOUSAND NINE HUNDRED FORTY-FOUR and 65/100 Dollars ($19,944.65) as wages, less applicable taxes and withholdings. RIDDLING shall be issued a W-2 in connection with this payment.

B. NINETEEN THOUSAND NINE HUNDRED FORTY-FOUR and 65/100 Dollars ($19,944.65) as liquidated damages. RIDDLING shall be issued an IRS Form 1099 in connection with this payment.

C. TWENTY-FIVE THOUSAND NINE HUNDRED FORTY-EIGHT and 30/100 Dollars ($25,948.30) paid to RIDDLING's counsel, Florin, Gray, Bouzas, LLC, as payment for RIDDLING'S attorney's fees and costs, which were separately negotiated. An IRS Form 1099 will be issued to RIDDLING and Florin, Gray, Bouzas, LLC in connection with this payment.

D. RIDDLING and Florin, Gray, Bouzas, LLC shall be responsible for any taxes owed on their respective amounts in paragraphs 1A-C, and RIDDLING shall indemnify the COUNTY against any and all costs, penalties, taxes, fees or other payments made or required as a result of the payments, with the exception of any taxes required to be paid by the COUNTY as a result of the payment of wages to RIDDLING, as discussed in paragraphs 1A-C.

E. RIDDLING agrees that his claims for unpaid wages in violation of Florida Statutes Section 448 and breach of contract are duplicative of his underlying claims and therefore he shall take nothing with respect to these claims. RIDDLING agrees that these claims will be dismissed with prejudice in accordance with paragraphs 3 and 4 below.

2. The COUNTY and RIDDLING have reviewed all information and records pertinent to the hours worked by RIDDLING during the time period relevant to this lawsuit. RIDDLING agrees that, in the aftermath of his Responses to Court's Interrogatories in this matter, and upon further full review of the matter with his undersigned counsel, he has been paid by the COUNTY in full satisfaction of all amounts to which he is entitled under the FLSA.

3. An agreement in this matter is further contingent upon formal approval by the COUNTY's County Commission. The parties shall file a joint motion to approve this Agreement and request that the Court retain jurisdiction for 60 days pending formal approval by the COUNTY's County Commission and receipt of settlement funds described in Section 1A – C above. Upon receipt of the Settlement Funds by RIDDLING's counsel, the parties shall file a motion to dismiss this action with prejudice, or any other necessary filings to conclude this matter. In the event the COUNTY's County Commission does not approve this settlement, the Parties shall continue to litigate this case. The payments referenced in paragraph 1 above to RIDDLING and his counsel shall be delivered to the office of Florin, Gray, Bouzas, LLC within thirty (30) business days after the Court and all parties have approved this Agreement.

4. In exchange for the COUNTY making the payments being provided in Paragraph 1 of this Agreement, RIDDLING releases and discharges the COUNTY from all potential claims pursuant to the FLSA, Florida Statutes Chapter 448 and breach of contract that were or could have been asserted on the basis of the facts alleged in the Lawsuit and through the last day of RIDDLING's employment with the COUNTY.

5. RIDDLING hereby releases and discharges the COUNTY and any other person or entity that was RIDDLING's "Employer" as that term is defined in 29 U.S.C. §203(d) of and from any and all liability for RIDDLING's claims asserted against the COUNTY in this case.

6. By entering into this Agreement, the COUNTY admits no liability and expressly denies any liability of any kind in connection with the instant litigation, or any other matter arising from RIDDLING's employment with the COUNTY.

7. The parties agree that this Agreement was entered into in the State of Florida and shall be construed and enforced in accordance with the laws of the State of Florida. In the event that any party is forced to institute legal proceedings for breach of the terms of this Agreement, it is specifically understood and agreed that any such legal proceeding must be brought exclusively in the federal or state courts servicing Marion County, Florida. Additionally, the parties agree that any trial in such legal proceeding shall be non-jury. The parties further agree that the prevailing party shall be entitled to receive its costs and attorney's fees from the non-prevailing party incurred in connection with enforcing the terms of this Agreement.

8. This Agreement shall be interpreted in accordance with the plain meaning of its terms and not for or against the drafter.

9. If any term or provision of this Agreement shall, to any extent, be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby.

10. This Agreement shall become effective upon its signing by all parties.

11. This Agreement may be executed in counterparts, which together shall constitute the complete Agreement with the same force and effect as if all signatures were obtained in one document. Scanned images, copies, and facsimiles of the executed Agreement, including without limitation any signature(s) or other mark(s) thereon, shall be admissible in any judicial, administrative or other proceeding related to this Agreement and have the same weight and binding force and effect as if an original executed Agreement.

12. This Agreement constitutes the complete understanding between RIDDLING and the COUNTY with regard to the resolution of the above-referenced matter.

IN WITNESS WHEREOF, the parties do set their hands and affix their seals below.

FOR ERNEST RIDDLING, JR.:

By: _____
ERNEST RIDDLING, JR.

Dated: 04/08/2021

STATE OF Florida

COUNTY OF Putnam

The foregoing instrument was executed before me this 8th day of April, 2021, by ERNEST RIDDLING, JR., who is personally known to me [or has produced Driver License as identification] and who took an oath.

_____
Notary Public

Seal:

AMBER GIBSON
Notary Public-State of Florida
Commission # HH 58868
My Commission Expire
November 01, 2024

FOR MARION COUNTY BOARD OF COUNTY COMMISSIONERS:

By: _____
JEFF GOLD

Its: CHAIRMAN

Dated: _____

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

_____
County Attorney

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
OCALA DIVISION

ERNEST RIDDLING, JR., ANGELA TUTINO, DANIEL CLIFFORD, JR., CLIFFORD GRIER, KIMBERLA CRONMILLER, DENNIS CRONMILLER and DANIEL KAUFFMAN,

Plaintiffs,

Case No. 5:19-cv-193-Oca-30PRL

v.

BOARD OF COUNTY COMMISSIONERS, MARION COUNTY, FLORIDA,

Defendant.
_____/

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (hereinafter the "Agreement") is entered into by and between ANGELA TUTINO (hereafter "TUTINO") and BOARD OF COUNTY COMMISSIONERS, MARION COUNTY, FLORIDA (hereafter the "COUNTY").

WHEREAS, TUTINO initiated a lawsuit ("Lawsuit") alleging unpaid overtime payments under the Fair Labor Standards Act ("FLSA"), unpaid wages under Florida Statutes Chapter 448 and breach of contract against the COUNTY; and

WHEREAS, the COUNTY has denied TUTINO's claims in their entirety; and

WHEREAS, the parties desire to settle this matter to avoid additional costs of litigation;

NOW, THEREFORE, in full consideration of the mutual promises and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, TUTINO and the COUNTY agree as follows:

EXHIBIT B

1. The COUNTY shall cause to be paid to TUTINO the sum of EIGHTY-FIVE THOUSAND FIVE HUNDRED EIGHTY-EIGHT and 88/100 Dollars ($85,588.88) as follows:

(A) TWENTY-FIVE THOUSAND NINE HUNDRED TWENTY-EIGHT and 04/100 Dollars ($25,928.04) as wages, less applicable taxes and withholdings. TUTINO shall be issued a W-2 in connection with this payment;

(B) TWENTY-FIVE THOUSAND NINE HUNDRED TWENTY-EIGHT and 04/100 Dollars ($25,928.04) as liquidated damages. TUTINO shall be issued an IRS Form 1099 in connection with this payment;

(C) THIRTY-THREE THOUSAND SEVEN HUNDRED THIRTY-TWO and 80/100 Dollars ($33,732.80) paid to TUTINO's counsel, Florin, Gray, Owens, LLC as payment for TUTINO'S attorney's fees and costs, which were separately negotiated.. An IRS Form 1099 will be issued to TUTINO and Florin, Gray, Bouzas, Owens, LLC in connection with this payment.

(D) TUTINO and Florin, Gray, Bouzas, LLC shall be responsible for any taxes owed on their respective amounts in paragraphs 1A-C, and TUTINO shall indemnify the COUNTY against any and all costs, penalties, taxes, fees or other payments made or required as a result of the payments, with the exception of any taxes required to be paid by the COUNTY as a result of the payment of wages to TUTINO, as discussed in paragraphs 1A-C.

(E) TUTINO agrees that her claims for unpaid wages in violation of Florida Statutes Section 448 and breach of contract are duplicative of her underlying claims and therefore she shall take nothing with respect to these claims. TUTINO agrees that these claims will be dismissed with prejudice in accordance with paragraphs 3 and 4 below.

2. The COUNTY and TUTINO have reviewed all information and records pertinent to the hours worked by TUTINO during the time period relevant to this lawsuit. TUTINO agrees that, in the aftermath of her Responses to Court's Interrogatories in this matter, and upon further full review of the matter with her undersigned counsel, she has been paid by the COUNTY in full satisfaction of all amounts to which he is entitled under the FLSA.

3. An agreement in this matter is further contingent upon formal approval by the COUNTY's County Commission. The parties shall file a joint motion to approve this Agreement and request that the Court retain jurisdiction for 60 days pending formal approval by the COUNTY's County Commission and receipt of settlement funds described in Section 1A – C above. Upon receipt of the Settlement Funds by TUTINO's counsel, the parties shall file a motion to dismiss this action with prejudice, or any other necessary filings to conclude this matter. In the event the COUNTY's County Commission does not

approve this settlement, the Parties shall continue to litigate this case. The payments referenced in paragraph 1 above to TUTINO and her counsel shall be delivered to the office of Florin, Gray, Bouzas, LLC within thirty (30) business days after the Court and all parties have approved this Agreement.

4. In exchange for the COUNTY making the payments being provided in Paragraph 1 of this Agreement, TUTINO releases and discharges the COUNTY from all potential claims pursuant to the FLSA, Florida Statutes Chapter 448 and breach of contract that were or could have been asserted on the basis of the facts alleged in the Lawsuit and through the last day of TUTINO's employment with the COUNTY.

5. TUTINO hereby releases and discharges the COUNTY and any other person or entity that was TUTINO's "Employer" as that term is defined in 29 U.S.C. §203(d) of and from any and all liability for TUTINO's claims asserted against the COUNTY in this case.

6. By entering into this Agreement, the COUNTY admits no liability and expressly denies any liability of any kind in connection with the instant litigation, or any other matter arising from TUTINO's employment with the COUNTY.

7. The parties agree that this Agreement was entered into in the State of Florida and shall be construed and enforced in accordance with the laws of the State of Florida. In the event that any party is forced to institute legal proceedings for breach of the terms of this Agreement, it is specifically understood and agreed that any such legal proceeding must be brought exclusively in the federal or state courts servicing Marion County, Florida. Additionally, the parties agree that any trial in such legal proceeding shall be non-jury. The parties further agree that the prevailing party shall be entitled to receive its costs and attorney's fees from the non-prevailing party incurred in connection with enforcing the terms of this Agreement.

8. This Agreement shall be interpreted in accordance with the plain meaning of its terms and not for or against the drafter.

9. If any term or provision of this Agreement shall, to any extent, be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby.

10. This Agreement shall become effective upon its signing by all parties.

11. This Agreement may be executed in counterparts, which together shall constitute the complete Agreement with the same force and effect as if all signatures were obtained in one document. Scanned images, copies, and facsimiles of the executed Agreement, including without limitation any signature(s) or other mark(s) thereon, shall be admissible in any judicial, administrative or other proceeding related to this Agreement

and have the same weight and binding force and effect as if an original executed Agreement.

12. This Agreement constitutes the complete understanding between TUTINO and the COUNTY with regard to the resolution of the above-referenced matter.

IN WITNESS WHEREOF, the parties do set their hands and affix their seals below.

FOR ANGELA TUTINO:

By: _____
ANGELA TUTINO

Dated: 4/09/21

STATE OF Florida

COUNTY OF Levy

The foregoing instrument was executed before me this 9 day of April, 2021, by ANGELA TUTINO, who is personally known to me [or has produced FL DL as identification] and who took an oath.

_____
Notary Public
Seal

CERY A. LOGEMAN
MY COMMISSION # GG 338936
EXPIRES: September 24, 2023
Bonded Thru Notary Public Underwriters

FOR MARION COUNTY BOARD OF COUNTY COMMISSIONERS:

By: _____
JEFF GOLD

Its: CHAIRMAN

Dated: _____

For Use And Reliance Of MARION COUNTY ONLY.
Approved As To Form And Legal Sufficiency
_____
County Attorney

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
OCALA DIVISION

ERNEST RIDDLING, JR., ANGELA TUTINO, DANIEL CLIFFORD, JR., CLIFFORD GRIER, KIMBERLA CRONMILLER, DENNIS CRONMILLER and DANIEL KAUFFMAN,

Plaintiffs,

Case No. 5:19-cv-193-Oca-30PRL

v.

BOARD OF COUNTY COMMISSIONERS, MARION COUNTY, FLORIDA,

Defendant.
_____/

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (hereinafter the "Agreement") is entered into by and between DANIEL CLIFFORD, JR. (hereafter "CLIFFORD") and BOARD OF COUNTY COMMISSIONERS, MARION COUNTY, FLORIDA (hereafter the "COUNTY").

WHEREAS, CLIFFORD initiated a lawsuit ("Lawsuit") alleging unpaid overtime payments under the Fair Labor Standards Act ("FLSA"), unpaid wages under Florida Statutes Chapter 448 and breach of contract against the COUNTY; and

WHEREAS, the COUNTY has denied CLIFFORD's claims in their entirety; and

WHEREAS, the parties desire to settle this matter to avoid additional costs of litigation:

NOW, THEREFORE, in full consideration of the mutual promises and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, CLIFFORD and the COUNTY agree as follows:

EXHIBIT C

1. The COUNTY shall cause to be paid to CLIFFORD the sum of TWENTY-FOUR THOUSAND THREE HUNDRED FIFTY-NINE and 91/100 Dollars ($24,359.91) as follows:

(A) SEVEN THOUSAND THREE HUNDRED SEVENTY-NINE and 52/100 Dollars ($7,379.52) as wages, less applicable taxes and withholdings. CLIFFORD shall be issued a W-2 in connection with this payment.

(B) SEVEN THOUSAND THREE HUNDRED SEVENTY-NINE and 52/100 Dollars ($7,379.52) as liquidated damages. CLIFFORD shall be issued an IRS Form 1099 in connection with this payment.

(C) NINE THOUSAND SIX HUNDRED and 87/100 Dollars ($9,600.87) paid to CLIFFORD's counsel, Florin, Gray, Bouzas, LLC. as payment for CLIFFFORD's attorney's fees and costs. which were separately negotiated. An IRS Form 1099 will be issued to CLIFFORD and Florin, Gray, Bouzas, LLC in connection with this payment.

(D) CLIFFORD and Florin, Gray, Bouzas, LLC shall be responsible for any taxes owed on their respective amounts in paragraphs 1A-C, and CLIFFORD shall indemnify the COUNTY against any and all costs, penalties, taxes, fees or other payments made or required as a result of the payments, with the exception of any taxes required to be paid by the COUNTY as a result of the payment of wages to CLIFFORD, as discussed in paragraphs 1A-C.

(E) CLIFFORD agrees that his claims for unpaid wages in violation of Florida Statutes Section 448 and breach of contract are duplicative of his underlying claims and therefore he shall take nothing with respect to these claims. CLIFFORD agrees that these claims will be dismissed with prejudice in accordance with paragraphs 3 and 4 below.

2. The COUNTY and CLIFFORD have reviewed all information and records pertinent to the hours worked by CLIFFORD during the time period relevant to this lawsuit. CLIFFORD agrees that, in the aftermath of his Responses to Court's Interrogatories in this matter, and upon further full review of the matter with his undersigned counsel, he has been paid by the COUNTY in full satisfaction of all amounts to which he is entitled under the FLSA.

3. An agreement in this matter is further contingent upon formal approval by the COUNTY's County Commission. The parties shall file a joint motion to approve this Agreement and request that the Court retain jurisdiction for 60 days pending formal approval by the COUNTY's County Commission and receipt of settlement funds described in Section 1A – C above. Upon receipt of the Settlement Funds by CLIFFORD's counsel, the parties shall file a motion to dismiss this action with prejudice, or any other necessary filings to conclude this matter. In the event the COUNTY's County Commission does not approve this settlement, the Parties shall continue to litigate this case. The payments

referenced in paragraph 1 above to CLIFFORD and his counsel shall be delivered to the office of Florin, Gray, Bouzas, LLC within thirty (30) business days after the Court and all parties have approved this Agreement.

4. In exchange for the COUNTY making the payments being provided in Paragraph 1 of this Agreement, CLIFFORD releases and discharges the COUNTY from all potential claims pursuant to the FLSA, Florida Statutes Chapter 448 and breach of contract that were or could have been asserted on the basis of the facts alleged in the Lawsuit and through the last day of CLIFFORD's employment with the COUNTY.

5. CLIFFORD hereby releases and discharges the COUNTY and any other person or entity that was CLIFFORD's "Employer" as that term is defined in 29 U.S.C. §203(d) of and from any and all liability for CLIFFORD's claims asserted against the COUNTY in this case.

6. By entering into this Agreement, the COUNTY admits no liability and expressly denies any liability of any kind in connection with the instant litigation, or any other matter arising from CLIFFORD's employment with the COUNTY.

7. The parties agree that this Agreement was entered into in the State of Florida and shall be construed and enforced in accordance with the laws of the State of Florida. In the event that any party is forced to institute legal proceedings for breach of the terms of this Agreement, it is specifically understood and agreed that any such legal proceeding must be brought exclusively in the federal or state courts servicing Marion County, Florida. Additionally, the parties agree that any trial in such legal proceeding shall be non-jury. The parties further agree that the prevailing party shall be entitled to receive its costs and attorney's fees from the non-prevailing party incurred in connection with enforcing the terms of this Agreement.

8. This Agreement shall be interpreted in accordance with the plain meaning of its terms and not for or against the drafter.

9. If any term or provision of this Agreement shall, to any extent, be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby.

10. This Agreement shall become effective upon its signing by all parties.

11. This Agreement may be executed in counterparts, which together shall constitute the complete Agreement with the same force and effect as if all signatures were obtained in one document. Scanned images, copies, and facsimiles of the executed Agreement, including without limitation any signature(s) or other mark(s) thereon, shall be admissible in any judicial, administrative or other proceeding related to this Agreement

and have the same weight and binding force and effect as if an original executed Agreement.

12. This Agreement constitutes the complete understanding between CLIFFORD and the COUNTY with regard to the resolution of the above-referenced matter.

IN WITNESS WHEREOF, the parties do set their hands and affix their seals below.

FOR DANIEL CLIFFORD, JR.:

By: _____
DANIEL CLIFFORD, JR.

Dated: 04-09-2021

STATE OF Florida

COUNTY OF Marion

The foregoing instrument was executed before me this 9th day of April, 2021, by DANIEL CLIFFORD, JR. who is personally known to me [or has produced _____ as identification] and who took an oath.

Terry M. Hudgens
Notary Public
Seal:

TERRY M. HUDGENS
Commission # GG 198743
Expires July 15, 2022
Bonded Thru Troy Fain Insurance 800-385-7019

FOR MARION COUNTY BOARD OF COUNTY COMMISSIONERS:

By: _____
JEFF GOLD

Its: CHAIRMAN

Dated: _____

For Use And Reliance Of MARION COUNTY ONLY,
Approved As To Form And Legal Sufficiency
Matthew G. Minter
County Attorney

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
OCALA DIVISION

ERNEST RIDDLING, JR., ANGELA TUTINO, DANIEL CLIFFORD, JR., CLIFFORD GRIER, KIMBERLA CRONMILLER, DENNIS CRONMILLER and DANIEL KAUFFMAN,

Plaintiffs,

Case No. 5:19-cv-193-Oca-30PRL

v.

BOARD OF COUNTY COMMISSIONERS, MARION COUNTY, FLORIDA,

Defendant.
_____/

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (hereinafter the "Agreement") is entered into by and between CLIFFORD GRIER (hereafter "GRIER") and BOARD OF COUNTY COMMISSIONERS, MARION COUNTY, FLORIDA (hereafter the "COUNTY").

WHEREAS, GRIER initiated a lawsuit ("Lawsuit") alleging unpaid overtime payments under the Fair Labor Standards Act ("FLSA"), unpaid wages under Florida Statutes Chapter 448 and breach of contract against the COUNTY; and

WHEREAS, the COUNTY has denied GRIER's claims in their entirety; and

WHEREAS, the parties desire to settle this matter to avoid additional costs of litigation;

NOW, THEREFORE, in full consideration of the mutual promises and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, GRIER and the COUNTY agree as follows:

1. The COUNTY shall cause to be paid to GRIER the sum of NINETY-THREE THOUSAND FOUR HUNDRED EIGHTY-NINE and 39/100 Dollars ($93,489.39) as follows:

(A) TWENTY-EIGHT THOUSAND THREE HUNDRED TWENTY-ONE and 40/100 Dollars ($28,321.40) as wages, less applicable taxes and withholdings. GRIER shall be issued a W-2 in connection with this payment.

(B) TWENTY-EIGHT THOUSAND THREE HUNDRED TWENTY-ONE and 40/100 Dollars ($28,321.40) as liquidated damages. GRIER shall be issued an IRS Form 1099 in connection with this payment.

(C) THIRTY-SIX THOUSAND EIGHT HUNDRED FORTY-SIX and 59/100 Dollars ($36,846.59) paid to GRIER's counsel, Florin, Gray, Bouzas, LLC, as payment for GRIER's attorney's fees and costs, which were separately negotiated. An IRS Form 1099 will be issued to GRIER and Florin, Gray, Bouzas, LLC in connection with this payment.

(D) GRIER and Florin, Gray, Bouzas, LLC shall be responsible for any taxes owed on their respective amounts in paragraphs 1A-C, and GRIER shall indemnify the COUNTY against any and all costs, penalties, taxes, fees or other payments made or required as a result of the payments, with the exception of any taxes required to be paid by the COUNTY as a result of the payment of wages to GRIER, as discussed in paragraphs 1A-C.

(E) GRIER agrees that his claims for unpaid wages in violation of Florida Statutes Section 448 and breach of contract are duplicative of his underlying claims and therefore he shall take nothing with respect to these claims. GRIER agrees that these claims will be dismissed with prejudice in accordance with paragraphs 3 and 4 below.

2. The COUNTY and GRIER have reviewed all information and records pertinent to the hours worked by GRIER during the time period relevant to this lawsuit. GRIER agrees that, in the aftermath of his Responses to Court's Interrogatories in this matter, and upon further full review of the matter with his undersigned counsel, he has been paid by the COUNTY in full satisfaction of all amounts to which he is entitled under the FLSA.

3. An agreement in this matter is further contingent upon formal approval by the COUNTY's County Commission. The parties shall file a joint motion to approve this Agreement and request that the Court retain jurisdiction for 60 days pending formal approval by the COUNTY's County Commission and receipt of settlement funds described in Section 1A – C above. Upon receipt of the Settlement Funds by GRIER's counsel, the parties shall file a motion to dismiss this action with prejudice, or any other necessary filings to conclude this matter. In the event the COUNTY's County Commission does not approve this settlement, the Parties shall continue to litigate this case. The payments referenced in paragraph 1 above to GRIER and his counsel shall be delivered to the office of Florin, Gray, Bouzas, LLC within thirty (30) business days after the Court and all parties have approved this Agreement.

4. In exchange for the COUNTY making the payments being provided in Paragraph 1 of this Agreement, GRIER releases and discharges the COUNTY from all potential claims pursuant to the FLSA, Florida Statutes Chapter 448 and breach of contract that were or could have been asserted on the basis of the facts alleged in the Lawsuit and through the last day of GRIER's employment with the COUNTY.

5. GRIER hereby releases and discharges the COUNTY and any other person or entity that was GRIER's "Employer" as that term is defined in 29 U.S.C. §203(d) of and from any and all liability for GRIER's claims asserted against the COUNTY in this case.

6. By entering into this Agreement, the COUNTY admits no liability and expressly denies any liability of any kind in connection with the instant litigation, or any other matter arising from GRIER's employment with the COUNTY.

7. The parties agree that this Agreement was entered into in the State of Florida and shall be construed and enforced in accordance with the laws of the State of Florida. In the event that any party is forced to institute legal proceedings for breach of the terms of this Agreement, it is specifically understood and agreed that any such legal proceeding must be brought exclusively in the federal or state courts servicing Marion County, Florida. Additionally, the parties agree that any trial in such legal proceeding shall be non-jury. The parties further agree that the prevailing party shall be entitled to receive its costs and attorney's fees from the non-prevailing party incurred in connection with enforcing the terms of this Agreement.

8. This Agreement shall be interpreted in accordance with the plain meaning of its terms and not for or against the drafter.

9. If any term or provision of this Agreement shall, to any extent, be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby.

10. This Agreement shall become effective upon its signing by all parties.

11. This Agreement may be executed in counterparts, which together shall constitute the complete Agreement with the same force and effect as if all signatures were obtained in one document. Scanned images, copies, and facsimiles of the executed Agreement, including without limitation any signature(s) or other mark(s) thereon, shall be admissible in any judicial, administrative or other proceeding related to this Agreement and have the same weight and binding force and effect as if an original executed Agreement.

12. This Agreement constitutes the complete understanding between GRIER and the COUNTY with regard to the resolution of the above-referenced matter.

IN WITNESS WHEREOF, the parties do set their hands and affix their seals below.

FOR CLIFFORD GRIER:

By: _____
CLIFFORD GRIER

Dated: 08 April 2021

STATE OF Florida

COUNTY OF Marion

The foregoing instrument was executed before me this 8th day of April, 2021, by CLIFFORD GRIER, who is personally known to me [or has produced FL DL as identification] and who took an oath.

_____
Notary Public
Seal:

DIANE MENDOZA
MY COMMISSION # GG 921016
EXPIRES: October 27, 2023
Bonded Thru Notary Public Underwriters

FOR MARION COUNTY BOARD OF COUNTY COMMISSIONERS:

By: _____
JEFF GOLD

Its: CHAIRMAN

Dated: _____

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

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
OCALA DIVISION

ERNEST RIDDLING, JR., ANGELA TUTINO, DANIEL CLIFFORD, JR., CLIFFORD GRIER, KIMBERLA CRONMILLER, DENNIS CRONMILLER and DANIEL KAUFFMAN,

Plaintiffs,

Case No. 5:19-cv-193-Oca-30PRL

v.

BOARD OF COUNTY COMMISSIONERS, MARION COUNTY, FLORIDA,

Defendant.
_____/

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (hereinafter the "Agreement") is entered into by and between KIMBERLA CRONMILLER (hereafter "K. CRONMILLER") and BOARD OF COUNTY COMMISSIONERS, MARION COUNTY, FLORIDA (hereafter the "COUNTY").

WHEREAS, K. CRONMILLER initiated a lawsuit ("Lawsuit") alleging unpaid overtime payments under the Fair Labor Standards Act ("FLSA"), unpaid wages under Florida Statutes Chapter 448 and breach of contract against the COUNTY; and

WHEREAS, the COUNTY has denied K. CRONMILLER's claims in their entirety; and

WHEREAS, the parties desire to settle this matter to avoid additional costs of litigation;

NOW, THEREFORE, in full consideration of the mutual promises and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, K. CRONMILLER and the COUNTY agree as follows:

1. The COUNTY shall cause to be paid to K. CRONMILLER the sum of TWENTY-FOUR THOUSAND THREE HUNDRED FIFTY-NINE and 91/100 Dollars ($24,359.91) as follows:

(A) SEVEN THOUSAND THREE HUNDRED SEVENTY-NINE and 52/100 Dollars ($7,379.52) as wages, less applicable taxes and withholdings. K. CRONMILLER shall be issued a W-2 in connection with this payment;

(B) SEVEN THOUSAND THREE HUNDRED SEVENTY-NINE and 52/100 ($7,379.52) as liquidated damages. K. CRONMILLER shall be issued an IRS Form 1099 in connection with this payment;

(C) NINE THOUSAND SIX HUNDRED and 87/100 Dollars ($9,600.87) paid to K. CRONMILLER's counsel, Florin, Gray, Owens, LLC as payment for K. CRONMILLER's attorney's fees and costs, which were separately negotiated. An IRS Form 1099 will be issued to K. CRONMILLER and Florin, Gray, Bouzas, Owens, LLC in connection with this payment.

(D) K. CRONMILLER and Florin, Gray, Bouzas, LLC shall be responsible for any taxes owed on their respective amounts in paragraphs 1A-C, and K. CRONMILLER shall indemnify the COUNTY against any and all costs, penalties, taxes, fees or other payments made or required as a result of the payments, with the exception of any taxes required to be paid by the COUNTY as a result of the payment of wages to K. CRONMILLER, as discussed in paragraphs 1A-C.

(E) K. CRONMILLER agrees that her claims for unpaid wages in violation of Florida Statutes Section 448 and breach of contract are duplicative of her underlying claims and therefore she shall take nothing with respect to these claims. K. CRONMILLER agrees that these claims will be dismissed with prejudice in accordance with paragraphs 3 and 4 below.

2. The COUNTY and K. CRONMILLER have reviewed all information and records pertinent to the hours worked by K. CRONMILLER during the time period relevant to this lawsuit. K. CRONMILLER agrees that, in the aftermath of her Responses to Court's Interrogatories in this matter, and upon further full review of the matter with her undersigned counsel, she has been paid by the COUNTY in full satisfaction of all amounts to which he is entitled under the FLSA.

3. An agreement in this matter is further contingent upon formal approval by the COUNTY's County Commission. The parties shall file a joint motion to approve this Agreement and request that the Court retain jurisdiction for 60 days pending formal approval by the COUNTY's County Commission and receipt of settlement funds described in Section 1A – C above. Upon receipt of the Settlement Funds by K. CRONMILLER's counsel, the parties shall file a motion to dismiss this action with prejudice, or any other

necessary filings to conclude this matter. In the event the COUNTY's County Commission does not approve this settlement, the Parties shall continue to litigate this case. The payments referenced in paragraph 1 above to K. CRONMILLER and her counsel shall be delivered to the office of Florin, Gray, Bouzas, LLC within thirty (30) business days after the Court and all parties have approved this Agreement.

4. In exchange for the COUNTY making the payments being provided in Paragraph 1 of this Agreement, K. CRONMILLER releases and discharges the COUNTY from all potential claims pursuant to the FLSA, Florida Statutes Chapter 448 and breach of contract that were or could have been asserted on the basis of the facts alleged in the Lawsuit and through the last day of K. CRONMILLER's employment with the COUNTY.

5. K. CRONMILLER hereby releases and discharges the COUNTY and any other person or entity that was K. CRONMILLER's "Employer" as that term is defined in 29 U.S.C. §203(d) of and from any and all liability for K. CRONMILLER's claims asserted against the COUNTY in this case.

6. By entering into this Agreement, the COUNTY admits no liability and expressly denies any liability of any kind in connection with the instant litigation, or any other matter arising from K. CRONMILLER's employment with the COUNTY.

7. The parties agree that this Agreement was entered into in the State of Florida and shall be construed and enforced in accordance with the laws of the State of Florida. In the event that any party is forced to institute legal proceedings for breach of the terms of this Agreement, it is specifically understood and agreed that any such legal proceeding must be brought exclusively in the federal or state courts servicing Marion County, Florida. Additionally, the parties agree that any trial in such legal proceeding shall be non-jury. The parties further agree that the prevailing party shall be entitled to receive its costs and attorney's fees from the non-prevailing party incurred in connection with enforcing the terms of this Agreement.

8. This Agreement shall be interpreted in accordance with the plain meaning of its terms and not for or against the drafter.

9. If any term or provision of this Agreement shall, to any extent, be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby.

10. This Agreement shall become effective upon its signing by all parties.

11. This Agreement may be executed in counterparts, which together shall constitute the complete Agreement with the same force and effect as if all signatures were obtained in one document. Scanned images, copies, and facsimiles of the executed Agreement, including without limitation any signature(s) or other mark(s) thereon, shall be

admissible in any judicial, administrative or other proceeding related to this Agreement and have the same weight and binding force and effect as if an original executed Agreement.

12. This Agreement constitutes the complete understanding between K. CRONMILLER and the COUNTY with regard to the resolution of the above-referenced matter.

IN WITNESS WHEREOF, the parties do set their hands and affix their seals below.

FOR KIMBERLA CRONMILLER:

By: Kimberla Cronmiller
KIMBERLA CRONMILLER

Dated: 9/9/21

STATE OF FL

COUNTY OF Marion

The foregoing instrument was executed before me this 9th day of April, 2021, by KIMBERLA CRONMILLER, who is personally known to me [or has produced FL DL as identification] and who took an oath.

Notary Public
Seal:

JILL BZDYL
MY COMMISSION # GG 932299
EXPIRES: November 14, 2023

FOR MARION COUNTY BOARD OF COUNTY COMMISSIONERS:

By: _____

JEFF GOLD

Its: _____
CHAIRMAN

Dated: _____

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

County Attorney

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
OCALA DIVISION

ERNEST RIDDLING, JR., ANGELA TUTINO, DANIEL CLIFFORD, JR., CLIFFORD GRIER, KIMBERLA CRONMILLER, DENNIS CRONMILLER and DANIEL KAUFFMAN,

Plaintiffs,

Case No. 5:19-cv-193-Oca-30PRL

v.

BOARD OF COUNTY COMMISSIONERS, MARION COUNTY, FLORIDA,

Defendant.
_____/

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (hereinafter the "Agreement") is entered into by and between the estate of DENNIS CRONMILLER (hereafter "D. CRONMILLER") and BOARD OF COUNTY COMMISSIONERS, MARION COUNTY, FLORIDA (hereafter the "COUNTY").

WHEREAS, D. CRONMILLER initiated a lawsuit ("Lawsuit") alleging unpaid overtime payments under the Fair Labor Standards Act ("FLSA"), unpaid wages under Florida Statutes Chapter 448 and breach of contract against the COUNTY; and

WHEREAS, the COUNTY has denied D. CRONMILLER's claims in their entirety; and

WHEREAS, the parties desire to settle this matter to avoid additional costs of litigation;

NOW, THEREFORE, in full consideration of the mutual promises and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the estate of D. CRONMILLER and the COUNTY agree as follows:

EXHIBIT F

1. The COUNTY shall cause to be paid to the estate of D. CRONMILLER the sum of FORTY-NINE THOUSAND SEVEN HUNDRED SEVEN and 39/100 Dollars ($49,707.39) as follows.

(A) FIFTEEN THOUSAND FIFTY-EIGHT and 21/100 Dollars ($15,058.21) as wages, less applicable taxes and withholdings. The estate of D. CRONMILLER shall be issued a W-2 in connection with this payment;

(B) FIFTEEN THOUSAND FIFTY-EIGHT and 21/100 Dollars ($15,058.21) as liquidated damages. The estate of D. CRONMILLER shall be issued an IRS Form 1099 in connection with this payment;

(C) NINETEEN THOUSAND FIVE HUNDRED NINETY and 97/100 Dollars ($19,590.97) paid to D. CRONMILLER's counsel, Florin, Gray, Owens, LLC as payment for D. CRONMILLER's attorney's fees and costs, which were separately negotiated. An IRS Form 1099 will be issued to the estate of D. CRONMILLER and Florin, Gray, Bouzas, Owens, LLC in connection with this payment.

(D) The estate of D. CRONMILLER and Florin, Gray, Bouzas, LLC shall be responsible for any taxes owed on their respective amounts in paragraphs 1A-C, and the estate of D. CRONMILLER shall indemnify the COUNTY against any and all costs, penalties, taxes, fees or other payments made or required as a result of the payments, with the exception of any taxes required to be paid by the COUNTY as a result of the payment of wages to D. CRONMILLER, as discussed in paragraphs 1A-C.

(E) The estate of D. CRONMILLER agrees that his claims for unpaid wages in violation of Florida Statutes Section 448 and breach of contract are duplicative of his underlying claims and therefore he shall take nothing with respect to these claims. The estate of D. CRONMILLER agrees that these claims will be dismissed with prejudice in accordance with paragraphs 3 and 4 below.

2. The COUNTY and the estate of D. CRONMILLER have reviewed all information and records pertinent to the hours worked by D. CRONMILLER during the time period relevant to this lawsuit. The estate of D. CRONMILLER agrees that, in the aftermath of his Responses to Court's Interrogatories in this matter, and upon further full review of the matter with his undersigned counsel, he has been paid by the COUNTY in full satisfaction of all amounts to which he is entitled under the FLSA.

3. An agreement in this matter is further contingent upon formal approval by the COUNTY's County Commission. The parties shall file a joint motion to approve this Agreement and request that the Court retain jurisdiction for 60 days pending formal approval by the COUNTY's County Commission and receipt of settlement funds described in Section 1A – C above. Upon receipt of the Settlement Funds by D. CRONMILLER's counsel, the parties shall file a motion to dismiss this action with prejudice, or any other

necessary filings to conclude this matter. In the event the COUNTY's County Commission does not approve this settlement, the Parties shall continue to litigate this case. The payments referenced in paragraph 1 above to the estate of D. CRONMILLER and his counsel shall be delivered to the office of Florin, Gray, Bouzas, LLC within thirty (30) business days after the Court and all parties have approved this Agreement.

4. In exchange for the COUNTY making the payments being provided in Paragraph 1 of this Agreement, the estate of D. CRONMILLER releases and discharges the COUNTY from all potential claims pursuant to the FLSA, Florida Statutes Chapter 448 and breach of contract that were or could have been asserted on the basis of the facts alleged in the Lawsuit and through the last day of D. CRONMILLER's employment with the COUNTY.

5. The estate of D. CRONMILLER hereby releases and discharges the COUNTY and any other person or entity that was D. CRONMILLER's "Employer" as that term is defined in 29 U.S.C. §203(d) of and from any and all liability for D. CRONMILLER's claims asserted against the COUNTY in this case.

6. By entering into this Agreement, the COUNTY admits no liability and expressly denies any liability of any kind in connection with the instant litigation, or any other matter arising from D. CRONMILLER's employment with the COUNTY.

7. The parties agree that this Agreement was entered into in the State of Florida and shall be construed and enforced in accordance with the laws of the State of Florida. In the event that any party is forced to institute legal proceedings for breach of the terms of this Agreement, it is specifically understood and agreed that any such legal proceeding must be brought exclusively in the federal or state courts servicing Marion County, Florida. Additionally, the parties agree that any trial in such legal proceeding shall be non-jury. The parties further agree that the prevailing party shall be entitled to receive its costs and attorney's fees from the non-prevailing party incurred in connection with enforcing the terms of this Agreement.

8. This Agreement shall be interpreted in accordance with the plain meaning of its terms and not for or against the drafter.

9. If any term or provision of this Agreement shall, to any extent, be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby.

10. This Agreement shall become effective upon its signing by all parties.

11. This Agreement may be executed in counterparts, which together shall constitute the complete Agreement with the same force and effect as if all signatures were obtained in one document. Scanned images, copies, and facsimiles of the executed

Agreement, including without limitation any signature(s) or other mark(s) thereon, shall be admissible in any judicial, administrative or other proceeding related to this Agreement and have the same weight and binding force and effect as if an original executed Agreement.

12. This Agreement constitutes the complete understanding between the estate of D. CRONMILLER and the COUNTY with regard to the resolution of the above-referenced matter.

IN WITNESS WHEREOF, the parties do set their hands and affix their seals below.

FOR THE ESTATE OF DENNIS CRONMILLER:

By: Kimberly Jane Cronmiller

Its: Personal Representative of Dennis Cronmiller Estate

Dated: 4/9/21

STATE OF FL

COUNTY OF Marion

The foregoing instrument was executed before me this 9th day of April, 2021, by Kimberly Jane Cronmiller, who is personally known to me [or has produced FL DL as identification] and who took an oath.

Jill Bzdyl
Notary Public
Seal:

JILL BZDYL
MY COMMISSION # GG 932299
EXPIRES: November 14, 2023

FOR MARION COUNTY BOARD OF COUNTY COMMISSIONERS:

By: _____
JEFF GOLD

Its: CHAIRMAN

DATED: _____

FP 40195209.1

For Use And Reliance Of MARION COUNTY ONLY,
Approved As To Form And Legal Sufficiency
Matthew G. Minter
County Attorney

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
OCALA DIVISION

ERNEST RIDDLING, JR., ANGELA TUTINO, DANIEL CLIFFORD, JR., CLIFFORD GRIER, KIMBERLA CRONMILLER, DENNIS CRONMILLER and DANIEL KAUFFMAN,

Plaintiffs,

Case No. 5:19-cv-193-Oca-30PRL

v.

BOARD OF COUNTY COMMISSIONERS, MARION COUNTY, FLORIDA,

Defendant.
_____/

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (hereinafter the "Agreement") is entered into by and between DANIEL KAUFFMAN (hereafter "KAUFFMAN") and BOARD OF COUNTY COMMISSIONERS, MARION COUNTY, FLORIDA (hereafter the "COUNTY").

WHEREAS, KAUFFMAN initiated a lawsuit ("Lawsuit") alleging unpaid overtime payments under the Fair Labor Standards Act ("FLSA"), unpaid wages under Florida Statutes Chapter 448 and breach of contract against the COUNTY; and

WHEREAS, the COUNTY has denied KAUFFMAN's claims in their entirety; and

WHEREAS, the parties desire to settle this matter to avoid additional costs of litigation;

NOW, THEREFORE, in full consideration of the mutual promises and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, KAUFFMAN and the COUNTY agree as follows:

EXHIBIT G

1. The COUNTY shall cause to be paid to KAUFFMAN the sum of ONE HUNDRED SIX THOUSAND SIX HUNDRED FIFTY-SIX and 92/100 Dollars ($106,656.92) as follows:

(A) THIRTY-TWO THOUSAND THREE HUNDRED TEN and 33/100 Dollars ($32,310.33) as wages, less applicable taxes and withholdings. KAUFFMAN shall be issued a W-2 in connection with this payment;

(B) THIRTY-TWO THOUSAND THREE HUNDRED TEN and 33/100 Dollars ($32,310.33) as liquidated damages. KAUFFMAN shall be issued an IRS Form 1099 in connection with this payment;

(C) FORTY-TWO THOUSAND THIRTY-SIX and 26/100 Dollars ($42,036.26) paid to KAUFFMAN's counsel, Florin, Gray, Owens, LLC as payment for KAUFFMAN's RIDDLING's attorney's fees and costs, which were separately negotiated. An IRS Form 1099 will be issued to KAUFFMAN and Florin, Gray, Bouzas, Owens, LLC in connection with this payment.

(D) KAUFFMAN and Florin, Gray, Bouzas, LLC shall be responsible for any taxes owed on their respective amounts in paragraphs 1A-C, and KAUFFMAN shall indemnify the COUNTY against any and all costs, penalties, taxes, fees or other payments made or required as a result of the payments, with the exception of any taxes required to be paid by the COUNTY as a result of the payment of wages to KAUFFMAN, as discussed in paragraphs 1A-C.

(E) KAUFFMAN agrees that his claims for unpaid wages in violation of Florida Statutes Section 448 and breach of contract are duplicative of his underlying claims and therefore he shall take nothing with respect to these claims. KAUFFMAN agrees that these claims will be dismissed with prejudice in accordance with paragraphs 3 and 4 below.

2. The COUNTY and KAUFFMAN have reviewed all information and records pertinent to the hours worked by KAUFFMAN during the time period relevant to this lawsuit. KAUFFMAN agrees that, in the aftermath of his Responses to Court's Interrogatories in this matter, and upon further full review of the matter with his undersigned counsel, he has been paid by the COUNTY in full satisfaction of all amounts to which he is entitled under the FLSA.

3. An agreement in this matter is further contingent upon formal approval by the COUNTY's County Commission. The parties shall file a joint motion to approve this Agreement and request that the Court retain jurisdiction for 60 days pending formal approval by the COUNTY's County Commission and receipt of settlement funds described in Section 1A – C above. Upon receipt of the Settlement Funds by KAUFFMAN's counsel, the parties shall file a motion to dismiss this action with prejudice, or any other necessary filings to conclude this matter. In the event the COUNTY's County Commission does not

approve this settlement, the Parties shall continue to litigate this case. The payments referenced in paragraph 1 above to KAUFFMAN and his counsel shall be delivered to the office of Florin, Gray, Bouzas, LLC within thirty (30) business days after the Court and all parties have approved this Agreement.

4. In exchange for the COUNTY making the payments being provided in Paragraph 1 of this Agreement, KAUFFMAN releases and discharges the COUNTY from all potential claims pursuant to the FLSA, Florida Statutes Chapter 448 and breach of contract that were or could have been asserted on the basis of the facts alleged in the Lawsuit and through the last day of KAUFFMAN's employment with the COUNTY.

5. KAUFFMAN hereby releases and discharges the COUNTY and any other person or entity that was KAUFFMAN's "Employer" as that term is defined in 29 U.S.C. §203(d) of and from any and all liability for KAUFFMAN's claims asserted against the COUNTY in this case.

6. By entering into this Agreement, the COUNTY admits no liability and expressly denies any liability of any kind in connection with the instant litigation, or any other matter arising from KAUFFMAN's employment with the COUNTY.

7. The parties agree that this Agreement was entered into in the State of Florida and shall be construed and enforced in accordance with the laws of the State of Florida. In the event that any party is forced to institute legal proceedings for breach of the terms of this Agreement, it is specifically understood and agreed that any such legal proceeding must be brought exclusively in the federal or state courts servicing Marion County, Florida. Additionally, the parties agree that any trial in such legal proceeding shall be non-jury. The parties further agree that the prevailing party shall be entitled to receive its costs and attorney's fees from the non-prevailing party incurred in connection with enforcing the terms of this Agreement.

8. This Agreement shall be interpreted in accordance with the plain meaning of its terms and not for or against the drafter.

9. If any term or provision of this Agreement shall, to any extent, be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby.

10. This Agreement shall become effective upon its signing by all parties.

11. This Agreement may be executed in counterparts, which together shall constitute the complete Agreement with the same force and effect as if all signatures were obtained in one document. Scanned images, copies, and facsimiles of the executed Agreement, including without limitation any signature(s) or other mark(s) thereon, shall be admissible in any judicial, administrative or other proceeding related to this Agreement

and have the same weight and binding force and effect as if an original executed Agreement.

12. This Agreement constitutes the complete understanding between KAUFFMAN and the COUNTY with regard to the resolution of the above-referenced matter.

IN WITNESS WHEREOF, the parties do set their hands and affix their seals below.

FOR DANIEL KAUFFMAN:

By: _____
DANIEL KAUFFMAN

Dated: 4/9/2021

STATE OF Georgia

COUNTY OF Gilmer

The foregoing instrument was executed before me this 9th day of April, 2021, by DANIEL KAUFFMAN, who is personally known to me [or has produced Georgia license as identification] and who took an oath.

_____
Notary Public
Seal:

DIANE THOMAS NOTARY PUBLIC EXPIRES GEORGIA MAY 9, 2021 TOWNS COUNTY

FOR MARION COUNTY BOARD OF COUNTY COMMISSIONERS:

By: _____
JEFF GOLD

Its: CHAIRMAN

Dated: _____

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

_____
County Attorney

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
OCALA DIVISION

DANIEL D. GARCIA,
JOSEPH L. AMIGLIORE,
SCOTT H. CHAPPELL,
CHRIS COOKSEY,
PAMELA DRIGGERS,
SCOTT GRAGEN,
JUSTIN HARRINGTON,
CHRISTOPHER HAYS,
TODD HIME,
MURREL LIVERMAN,
DAVID C. MILLS,
JOHN M. NOWERY,
THOMAS REEVES,
JOSEPH RINAUDO, II,
MIGUEL RIOSECO,
CHRIS TRUBELHORN,
individually and on behalf of
themselves and all others
similarly situated,

Plaintiffs,

Case No. 5:19-cv-00458-JSM-PRL

v.

MARION COUNTY, FLORIDA,

Defendant.
_____/

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (hereinafter the "Agreement") is entered into by and between DANIEL D. GARCIA, JOSEPH L. AMIGLIORE, SCOTT H. CHAPPELL, CHRIS COOKSEY, PAMELA DRIGGERS, SCOTT GRAGEN, JUSTIN HARRINGTON, CHRISTOPHER HAYS, TODD HIME, MURREL LIVERMAN, DAVID C. MILLS, JOHN M. NOWERY, THOMAS REEVES, JOSEPH RINAUDO II, MIGUEL RIOSECO, CHRIS TRUBELHORN, and PATRICK ASSELIN (collectively, "PLAINTIFFS"), and MARION COUNTY, FLORIDA (hereafter the "COUNTY").

WHEREAS, those PLAINTIFFS listed in the case caption above initiated a lawsuit ("Lawsuit"), on behalf of themselves and those similarly situated, alleging unpaid overtime payments under the Fair Labor Standards Act ("FLSA") against the COUNTY; and

WHEREAS, ASSELIN is an opt-in Plaintiff in this matter who also alleges unpaid overtime payments under the FLSA against the COUNTY; and

WHEREAS, the COUNTY has denied PLAINTIFFS' claims in their entirety; and

WHEREAS, the parties desire to settle this matter to avoid additional costs of litigation;

NOW, THEREFORE, in full consideration of the mutual promises and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, PLAINTIFFS and the COUNTY agree as follows:

1. The COUNTY shall cause to be paid on PLAINTIFFS' behalf the sum total of SEVEN HUNDRED TWENTY-FIVE THOUSAND and 00/100 Dollars ($725,000.00) ("Settlement Sum"), inclusive of back pay, liquidated damages, fees, expenses, and costs, as follows.

A. A total of THREE HUNDRED AND SIXTEEN THOUSAND NINE HUNDRED AND FIFTY AND 10/100 Dollars ($316,950.10) of the Settlement Sum shall be attributable to PLAINTIFFS as wages. The gross amount of back pay wages attributable to each PLAINTIFF is listed in Attachment A. The COUNTY shall promptly pay the amount of back pay wages identified in Attachment A, minus deductions for applicable lawful taxes and withholdings, to each PLAINTIFF. Payment of the amounts due under Paragraph 1A shall be made by mailing each PLAINTIFF's back pay check (a total of seventeen (17) checks) to McGillivary Steele Elkin LLP, 1101 Vermont Ave., N.W., Suite 1000, Washington, D.C. 20005, for distribution by PLAINTIFFS' counsel to PLAINTIFFS.

B. The amount remaining of FOUR HUNDRED AND EIGHT THOUSAND AND FORTY-NINE AND 90/100 Dollars ($408,049.90) shall be paid by the COUNTY in a lump sum by electronic transfer or check to the order of McGillivary Steele Elkin LLP, 1101 Vermont Ave., N.W., Suite 1000, Washington, D.C. 20005. McGillivary Steele Elkin LLP shall deposit said check in a trust account and shall distribute to each PLAINTIFF their share of liquidated damages in accordance with a formula that was agreed to and devised solely by PLAINTIFFS and their counsel. The gross amount of liquidated damages attributable to each PLAINTIFF is also listed in Attachment A.

C. The COUNTY shall issue an IRS Form W-2 Wage and Tax statement to each PLAINTIFF for the amount of back pay identified in Attachment A. For each PLAINTIFF, McGillivary Steele Elkin LLP shall advise the COUNTY of the amount of liquidated damages distributed to each PLAINTIFF and each PLAINTIFF's proportionate share of statutory attorneys' fees, costs, and expenses paid, and the COUNTY shall issue an IRS Form 1099 MISC to each PLAINITFF for the amount as advised by McGillivary Steele Elkin LLP. The COUNTY shall also issue an IRS Form 1099 MISC to McGillivary Steele Elkin LLP for the settlement fees.

D. PLAINTIFFS and McGillivary Steele Elkin LLP shall be responsible for any taxes owed on their respective amounts in paragraphs 1A-B, except to the extent taxes are withheld from back pay by the COUNTY.

2. The COUNTY and PLAINTIFFS have all reviewed all information and records pertinent to the hours worked by PLAINTIFFS during the time period relevant to this lawsuit. PLAINTIFFS agree that, in the aftermath of their respective Responses to Court's Interrogatories in this matter, and upon further full review of the matter with their undersigned counsel, PLAINTIFFS will have been paid by the COUNTY pursuant to this Agreement in full resolution of all claims against Marion County under the FLSA through January 4, 2021. The parties further agree that this Settlement Agreement fully and finally resolves all claims, inclusive of any claims for attorneys' fees and costs, asserted in this lawsuit.

3. Upon all PLAINTIFFS executing this Agreement, the parties, by separate motion, will seek judicial approval of this Agreement. Upon the Court's formal approval of settlement in this matter, the COUNTY will submit the Agreement as soon as is practicable to its COUNTY Commission to seek the COUNTY's formal approval. An agreement in this matter is contingent upon formal approval by the COUNTY's Commission. In the event that PLAINTIFFS, the COUNTY and the COURT approve this Agreement, this action shall be dismissed with prejudice following satisfaction of the terms set forth in paragraph 1 above. In the event the proposed settlement contained in this Agreement is not finally approved by the Court and the COUNTY's Commission, this Agreement will no longer have any effect and the parties will revert to their respective positions as of the date and time immediately prior to the execution of this Agreement. The COUNTY will make its best efforts to make payments in full, as are referenced in Paragraph 1 above, within thirty (30) business days after the effective date of this Agreement (as is defined in paragraph 11 below). The COUNTY agrees to deliver these payments to the office of McGillivary Steele Elkin LLP as set forth in paragraph 1 above.

4. In exchange for the COUNTY making the payments being provided in Paragraph 1 of this Agreement, PLAINTIFFS release and discharge the COUNTY from

all FLSA claims that were or could have been asserted on the basis of the facts alleged in the Lawsuit, through January 4, 2021.

5. Upon the effective date of this Agreement, PLAINTIFFS release and discharge the COUNTY and any other person or entity that was PLAINTIFFS' "Employer" as that term is defined in 29 U.S.C. §203(d) of and from any and all liability for PLAINTIFFS' claims asserted against the COUNTY in this case.

6. By entering into this Agreement, the COUNTY admits no liability and expressly denies any liability of any kind in connection with the instant litigation, or any other matter arising from PLAINTIFFS' employment with the COUNTY.

7. The parties agree that this Agreement was entered into in the State of Florida and shall be construed and enforced in accordance with the laws of the State of Florida. The parties further agree that the prevailing party shall be entitled to receive its reasonable costs and attorney's fees from the non-prevailing party incurred in connection with enforcing the terms of this Agreement, provided the prevailing party gave the opposing party written notice, at least thirty (30) days prior to instituting legal proceedings for enforcement, (1) stating its intent to institute such legal proceedings and (2) specifying the alleged failure to comply with the terms of this Agreement.

8. The parties further agree that the U.S. District Court for the Middle District of Florida shall have continuing jurisdiction to construe, interpret and enforce the provisions of this Agreement, and to hear and adjudicate any dispute or litigation arising under this Agreement. In the event that any party is forced to institute legal proceedings for breach of the terms of this Agreement, it is specifically understood and agreed that any such legal proceeding must be brought exclusively in the federal or state courts servicing Marion County, Florida.

9. This Agreement shall be interpreted in accordance with the plain meaning of its terms and not for or against the drafter.

10. If any term or provision of this Agreement shall, to any extent, be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby.

11. This Agreement shall become effective upon its signing by all parties and final approval by the Court.

12. All Parties acknowledge that they have been represented by competent, experienced counsel throughout all negotiations which preceded the execution of this Agreement, and this Agreement is made with the consent and advice of counsel who have jointly prepared this Agreement.

13. This Agreement may be executed in counterparts, which together shall constitute the complete Agreement with the same force and effect as if all signatures were obtained in one document. Scanned images, copies, and facsimiles of the executed Agreement, including without limitation any signature(s) or other mark(s) thereon, shall be admissible in any judicial, administrative or other proceeding related to this Agreement and have the same weight and binding force and effect as if an original executed Agreement.

14. The parties agree to use their best efforts and to fully cooperate in good faith with each other to accomplish the terms of this Agreement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement and effectuate the terms of this Agreement.

15. This Agreement, including Attachment A, constitutes the complete understanding between PLAINTIFFS and the COUNTY with regard to the resolution of the above-referenced matter.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the date indicated below:

FOR DANIEL GARCIA:

By:_____
DANIEL GARCIA

Dated: _____

FOR JOSEPH AMIGLIORE:

By:_____
JOSEPH AMIGLIORE

Dated: 4/4/21

FOR SCOTT CHAPPELL:

By:_____
SCOTT CHAPPELL

Dated: _____

FOR CHRIS COOKSEY:

By:_____
CHRIS COOKSEY

Dated: _____

13. This Agreement may be executed in counterparts, which together shall constitute the complete Agreement with the same force and effect as if all signatures were obtained in one document. Scanned images, copies, and facsimiles of the executed Agreement, including without limitation any signature(s) or other mark(s) thereon, shall be admissible in any judicial, administrative or other proceeding related to this Agreement and have the same weight and binding force and effect as if an original executed Agreement.

14. The parties agree to use their best efforts and to fully cooperate in good faith with each other to accomplish the terms of this Agreement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement and effectuate the terms of this Agreement.

15. This Agreement, including Attachment A, constitutes the complete understanding between PLAINTIFFS and the COUNTY with regard to the resolution of the above-referenced matter.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the date indicated below:

FOR DANIEL GARCIA:

By:_____
DANIEL GARCIA

Dated: _____

FOR JOSEPH AMIGLIORE:

By:_____
JOSEPH AMIGLIORE

Dated: 4/4/21

FOR SCOTT CHAPPELL:

By:_____
SCOTT CHAPPELL

Dated: _____

FOR CHRIS COOKSEY:

By:_____
CHRIS COOKSEY

Dated: _____

13. This Agreement may be executed in counterparts, which together shall constitute the complete Agreement with the same force and effect as if all signatures were obtained in one document. Scanned images, copies, and facsimiles of the executed Agreement, including without limitation any signature(s) or other mark(s) thereon, shall be admissible in any judicial, administrative or other proceeding related to this Agreement and have the same weight and binding force and effect as if an original executed Agreement.

14. The parties agree to use their best efforts and to fully cooperate in good faith with each other to accomplish the terms of this Agreement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement and effectuate the terms of this Agreement.

15. This Agreement, including Attachment A, constitutes the complete understanding between PLAINTIFFS and the COUNTY with regard to the resolution of the above-referenced matter.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the date indicated below:

FOR DANIEL GARCIA:

By:_____
DANIEL GARCIA

Dated: _____

FOR JOSEPH AMIGLIORE:

By:_____
JOSEPH AMIGLIORE

Dated: _____

FOR SCOTT CHAPPELL:

By:_____
SCOTT CHAPPELL

Dated: 4/2/21

FOR CHRIS COOKSEY:

By:_____
CHRIS COOKSEY

Dated: _____

13. This Agreement may be executed in counterparts, which together shall constitute the complete Agreement with the same force and effect as if all signatures were obtained in one document. Scanned images, copies, and facsimiles of the executed Agreement, including without limitation any signature(s) or other mark(s) thereon, shall be admissible in any judicial, administrative or other proceeding related to this Agreement and have the same weight and binding force and effect as if an original executed Agreement.

14. The parties agree to use their best efforts and to fully cooperate in good faith with each other to accomplish the terms of this Agreement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement and effectuate the terms of this Agreement.

15. This Agreement, including Attachment A, constitutes the complete understanding between PLAINTIFFS and the COUNTY with regard to the resolution of the above-referenced matter.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the date indicated below:

FOR DANIEL GARCIA:

By:_____
DANIEL GARCIA

Dated: _____

FOR JOSEPH AMIGLIORE:

By:_____
JOSEPH AMIGLIORE

Dated: _____

FOR SCOTT CHAPPELL:

By:_____
SCOTT CHAPPELL

Dated: _____

FOR CHRIS COOKSEY:

By:_____
CHRIS COOKSEY

Dated: 4-4-2021

FOR PAMELA DRIGGERS:

By: _____
PAMELA DRIGGERS

Dated: 05 April 2021

FOR SCOTT GRAGEN:

By: _____
SCOTT GRAGEN

Dated: 4.5.2021

FOR JUSTIN HARRINGTON:

By: _____
JUSTIN HARRINGTON

Dated: _____

FOR CHRISTOPHER HAYES: HAYS

By: _____
CHRISTOPHER HAYES

Dated: 4/5/21

FOR TODD HIME:

By: _____
TODD HIME

Dated: _____

FOR MURREL LIVERMAN:

By: _____
MURREL LIVERMAN

Dated: _____

FOR DAVID MILLS:

By: _____
DAVID MILLS

Dated: _____

FOR JOHN NOWERY:

By: _____
JOHN NOWERY

Dated: _____

FOR THOMAS REEVES:

By: _____
THOMAS REEVES

Dated: _____

FOR JOSEPH RINAUDO II:

By: _____
JOSEPH RINAUDO II

Dated: _____

FOR PAMELA DRIGGERS:

By:_____
PAMELA DRIGGERS

Dated: _____

FOR SCOTT GRAGEN:

By:_____
SCOTT GRAGEN

Dated: _____

FOR JUSTIN HARRINGTON:

By:_____
JUSTIN HARRINGTON

Dated: 4/5/2021

FOR CHRISTOPHER HAYES:

By:_____
CHRISTOPHER HAYES

Dated: _____

FOR TODD HIME:

By:_____
TODD HIME

Dated: _____

FOR MURREL LIVERMAN:

By:_____
MURREL LIVERMAN

Dated: _____

FOR DAVID MILLS:

By:_____
DAVID MILLS

Dated: _____

FOR JOHN NOWERY:

By:_____
JOHN NOWERY

Dated: _____

FOR THOMAS REEVES:

By:_____
THOMAS REEVES

Dated: _____

FOR JOSEPH RINAUDO II:

By:_____
JOSEPH RINAUDO II

Dated: _____

FOR PAMELA DRIGGERS:

By:_____
PAMELA DRIGGERS

Dated: _____

FOR SCOTT GRAGEN:

By:_____
SCOTT GRAGEN

Dated: _____

FOR JUSTIN HARRINGTON:

By:_____
JUSTIN HARRINGTON

Dated: _____

FOR CHRISTOPHER HAYES:

By:_____
CHRISTOPHER HAYES

Dated: _____

FOR TODD HIME:

By:_____
TODD HIME

Dated: 04.08.2021

FOR MURREL LIVERMAN:

By:_____
MURREL LIVERMAN

Dated: _____

FOR DAVID MILLS:

By:_____
DAVID MILLS

Dated: _____

FOR JOHN NOWERY:

By:_____
JOHN NOWERY

Dated: _____

FOR THOMAS REEVES:

By:_____
THOMAS REEVES

Dated: _____

FOR JOSEPH RINAUDO II:

By:_____
JOSEPH RINAUDO II

Dated: _____

Scanned with CamScan

FOR PAMELA DRIGGERS:

By:_____
PAMELA DRIGGERS

Dated: _____

FOR SCOTT GRAGEN:

By:_____
SCOTT GRAGEN

Dated: _____

FOR JUSTIN HARRINGTON:

By:_____
JUSTIN HARRINGTON

Dated: _____

FOR CHRISTOPHER HAYES:

By:_____
CHRISTOPHER HAYES

Dated: _____

FOR TODD HIME:

By:_____
TODD HIME

Dated: _____

FOR MURREL LIVERMAN:

By:_____
MURREL LIVERMAN

Dated: April 3rd 2021

FOR DAVID MILLS:

By:_____
DAVID MILLS

Dated: _____

FOR JOHN NOWERY:

By:_____
JOHN NOWERY

Dated: _____

FOR THOMAS REEVES:

By:_____
THOMAS REEVES

Dated: _____

FOR JOSEPH RINAUDO II:

By:_____
JOSEPH RINAUDO II

Dated: _____

FOR PAMELA DRIGGERS:

By:_____
PAMELA DRIGGERS

Dated: _____

FOR SCOTT GRAGEN:

By:_____
SCOTT GRAGEN

Dated: _____

FOR JUSTIN HARRINGTON:

By:_____
JUSTIN HARRINGTON

Dated: _____

FOR CHRISTOPHER HAYES:

By:_____
CHRISTOPHER HAYES

Dated: _____

FOR TODD HIME:

By:_____
TODD HIME

Dated: _____

FOR MURREL LIVERMAN:

By:_____
MURREL LIVERMAN

Dated: _____

FOR DAVID MILLS:

By:_____
DAVID MILLS

Dated: 4/4/2021

FOR JOHN NOWERY:

By:_____
JOHN NOWERY

Dated: _____

FOR THOMAS REEVES:

By:_____
THOMAS REEVES

Dated: _____

FOR JOSEPH RINAUDO II:

By:_____
JOSEPH RINAUDO II

Dated: _____

FOR PAMELA DRIGGERS:

By:_____
PAMELA DRIGGERS

Dated: _____

FOR SCOTT GRAGEN:

By:_____
SCOTT GRAGEN

Dated: _____

FOR JUSTIN HARRINGTON:

By:_____
JUSTIN HARRINGTON

Dated: _____

FOR CHRISTOPHER HAYES:

By:_____
CHRISTOPHER HAYES

Dated: _____

FOR TODD HIME:

By:_____
TODD HIME

Dated: _____

FOR MURREL LIVERMAN:

By:_____
MURREL LIVERMAN

Dated: _____

FOR DAVID MILLS:

By:_____
DAVID MILLS

Dated: _____

FOR JOHN NOWERY:

By: John M Nowery
JOHN NOWERY

Dated: 04-03-2021

FOR THOMAS REEVES:

By:_____
THOMAS REEVES

Dated: _____

FOR JOSEPH RINAUDO II:

By:_____
JOSEPH RINAUDO II

Dated: _____

FOR PAMELA DRIGGERS:

By:_____
PAMELA DRIGGERS

Dated: _____

FOR SCOTT GRAGEN:

By:_____
SCOTT GRAGEN

Dated: _____

FOR JUSTIN HARRINGTON:

By:_____
JUSTIN HARRINGTON

Dated: _____

FOR CHRISTOPHER HAYES:

By:_____
CHRISTOPHER HAYES

Dated: _____

FOR TODD HIME:

By:_____
TODD HIME

Dated: _____

FOR MURREL LIVERMAN:

By:_____
MURREL LIVERMAN

Dated: _____

FOR DAVID MILLS:

By:_____
DAVID MILLS

Dated: _____

FOR JOHN NOWERY:

By:_____
JOHN NOWERY

Dated: _____

FOR THOMAS REEVES:

By:_____
THOMAS REEVES

Dated: 4-3-21

FOR JOSEPH RINAUDO II:

By:_____
JOSEPH RINAUDO II

Dated: _____

FOR PAMELA DRIGGERS:

By:_____
PAMELA DRIGGERS

Dated: _____

FOR SCOTT GRAGEN:

By:_____
SCOTT GRAGEN

Dated: _____

FOR JUSTIN HARRINGTON:

By:_____
JUSTIN HARRINGTON

Dated: _____

FOR CHRISTOPHER HAYES:

By:_____
CHRISTOPHER HAYES

Dated: _____

FOR TODD HIME:

By:_____
TODD HIME

Dated: _____

FOR MURREL LIVERMAN:

By:_____
MURREL LIVERMAN

Dated: _____

FOR DAVID MILLS:

By:_____
DAVID MILLS

Dated: _____

FOR JOHN NOWERY:

By:_____
JOHN NOWERY

Dated: _____

FOR THOMAS REEVES:

By:_____
THOMAS REEVES

Dated: _____

FOR JOSEPH RINAUDO II:

By: Joseph Rinaudo II
JOSEPH RINAUDO II

Dated: 4/8/21

FOR MIGUEL RIOSECO:

By: _____
MIGUEL RIOSECO

Dated: 4/4/2021

FOR CHRIS TRUBELHORN:

By: _____
CHRIS TRUBELHORN

Dated: _____

FOR PATRICK ASSELIN:

By: _____
PATRICK ASSELIN

Dated: _____

FOR MARION COUNTY

By: _____

Its: _____

Dated: _____

FOR MIGUEL RIOSECO

By: _____
MIGUEL RIOSECO

Dated: _____

FOR CHRIS TRUBELHORN

By: _____
CHRIS TRUBELHORN

Dated: 4-5-21

FOR PATRICK ASSELIN

By: _____
PATRICK ASSELIN

Dated: _____

FOR MARION COUNTY

By: _____

Its: _____

Dated: _____

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FOR MIGUEL RIOSECO:

By: _____
MIGUEL RIOSECO

Dated: _____

FOR PATRICK ASSELIN:

By: _____
PATRICK ASSELIN

Dated: 04/02/2021

FOR CHRIS TRUBELHORN:

By: _____
CHRIS TRUBELHORN

Dated: _____

FOR MARION COUNTY

By: _____
JEFF GOLD

Its: CHAIRMAN

Dated: _____

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

_____
County Attorney

ATTACHMENT A

PLAINTIFF	GROSS BACK PAY	GROSS LIQUIDATED DAMAGES	TOTAL GROSS DISTRIBUTION
AMIGLIORE	$ 17,043.00	$ 17,043.00	$ 34,086.00
ASSELIN	$ 10,699.55	$ 10,699.54	$ 21,399.09
CHAPPELL	$ 15,492.66	$ 15,492.65	$ 30,985.31
COOKSEY	$ 10,589.10	$ 10,589.09	$ 21,178.19
DRIGGERS	$ 17,572.31	$ 17,572.30	$ 35,144.61
GARCIA	$ 7,986.03	$ 7,986.02	$ 15,972.05
GRAGEN	$ 37,674.00	$ 37,674.00	$ 75,348.00
HARRINGTON	$ 20,581.52	$ 20,581.51	$ 41,163.03
HAYS	$ 42,179.31	$ 42,179.31	$ 84,358.62
HIME	$ 11,756.63	$ 11,756.63	$ 23,513.26
LIVERMAN	$ 12,540.96	$ 12,540.96	$ 25,081.92
MILLS	$ 29,382.78	$ 29,382.78	$ 58,765.56
NOWERY	$ 18,328.76	$ 18,328.75	$ 36,657.51
REEVES	$ 17,107.82	$ 17,107.82	$ 34,215.64
RINAUDO	$ 20,391.62	$ 20,391.62	$ 40,783.24
RIOSECO	$ 15,699.88	$ 15,699.88	$ 31,399.76
TRUBELHORN	$ 11,924.21	$ 11,924.20	$ 23,848.41
Total:	**$ 316,950.14**	**$ 316,950.06**	**$ 633,900.20**

*Note: These figures represent the gross distribution amounts, before fees, costs, and taxes.

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3046 **Agenda Date:** 5/18/2021 **Agenda No.:** 7.3.1.

SUBJECT:
Request Approval for Submission of Substantial Amendment, Standard Forms 424 (SF-424), and Certifications Associated with the FY 19/23 Five (5) Year Consolidated Plan, and the FY 19/20 Annual Action Plan as Required by the U.S. Department of Housing and Urban Development (HUD) for Community Development Block Grant (CDBG-CV) and Emergency Solutions Grant (ESG-CV) Funds (Budget Impact - None)

INITIATOR:
Cheryl Martin, Director

DEPARTMENT:
Community Services

DESCRIPTION/BACKGROUND:
On August 6, 2019, the Board of County Commissioners (BCC) approved the FY19-23 five (5) year Consolidated Plan and FY 19/20 Annual Action Plan for Community Services. In response to the National Emergency declared by President Trump, HUD has allocated additional CDBG and ESG funds, entitled “CDBG-CV” and “ESG-CV”. On May 5, 2020 the BCC approved the first round of CDBG-CV ($1,165,299)/ESG-CV funds ($582,834). On June 9, 2020 Marion County received its second allocation of CDBG-CV ($1,025,481)/ESG-CV funds ($1,550,489) for a total county allocation of $2,190,780 for CDBG-CV and $2,133,323 for ESG-CV.

These funds are to be used in response to the COVID-19 pandemic. As a result a, “Substantial Amendment” must be submitted to HUD. The Substantial Amendment includes addition/modifications to the following activities:

> Public services, public facility improvement/expansion, economic development, housing rehabilitation, street outreach, emergency shelter, homeless prevention, and rapid rehousing

Community Services published a Public Notice of Substantial Amendment in the Ocala Star Banner on May 10, 2021 and opened up the Public Comment Period from May 11, 2021 through May 15, 2021. Public Comment was available by email or mailed letter to Community Services and provided recommended changes to the five (5) year Consolidated Plan and annual action plan.

BUDGET/IMPACT:
None; anticipated receipt of HUD COVID-19 funds is as follows: CDBG-CV $1,025,481; and ESG-VC $1,550,489

RECOMMENDED ACTION:
Motion to approve submission of Substantial Amendment, and allow the chair to execute SF-424, SF-424D, certifications associated and documentation appropriate for the FY 19/23 Five (5) Year Consolidated Plan, and the FY 19/20 Annual Action Plan, as Required by the U.S. Department of

Housing and Urban Development (HUD), for Community Development Block Grant (CDBG), and Emergency Solutions Grant (ESG) Funds.

HUD Five-Year Consolidated Plan 2019-2023

Annual Action Plan 2019-2020







MARION COUNTY COMMUNITY SERVICES

Community Development Block Grant

HOME Investment Partnership Program

Emergency Solutions Grant

Marion County
Board of County Commissioners
August 2019

Amended on May 12, 2020 to add CDBG and ESG Cares Act funds to the 5 Year 2019-2023 and Annual Action Plan for 2019. SP-45 goals have been added as well.

Executive Summary

ES-05 Executive Summary – 24 CFR 91.200(c), 91.220(b)

1. Introduction

The Consolidated Plan consists of the information required in 24 CFR Part 91, Consolidated Submissions for Community Planning and Development Programs. The Consolidated Plan serves as a planning document, application for Federal Funds, strategic plan in carrying out U.S. Department of Housing and Urban Development (HUD) programs, and Action Plan that provides the basis for assessing performance.

The Marion County and City of Ocala HOME Consortium Five Year Consolidated Plan covers the time period from October 1, 2019, through September 30, 2024. The Plan identifies community needs and details those initiatives that will address those needs and is structured in a format that will help to measure performance. This five-year planning document identifies priority housing, homeless, special populations and community development needs, establishes general strategies for addressing those needs, and integrates the application, planning, and citizen participation requirements for the Community Development Block Grant (CDBG), HOME Investment Partnership (HOME), Emergency Solutions Grant (ESG), and all other sources of state and federal funds administered through this department. Marion County is designated as an Urban County by HUD and consists of all unincorporated areas in the County.

Marion County's Community Services Department is responsible for administering the CDBG, HOME and ESG funding grants. The Community Services Department is also the lead agency designated to administer HOME funds on behalf of the Marion County HOME Consortium, of which the City of Ocala is a participating member. The City of Ocala receives CDBG funds directly from HUD. The Marion County Board of County Commissioners is the entity responsible for approving the application of grant funds for various activities outlined in the Consolidated Plan and the One-Year Action Plan.

Through a comprehensive process, Marion County and the City of Ocala have identified objectives and outcomes for the 2019-2023 Consolidated Plan. The following goals and objectives are intended to be

accomplished during the Consolidated Plan period and encompass goals established by both the County and City. Certain objectives will be accomplished through the County's CDBG, HOME, or ESG programs and other objectives will be accomplished with City CDBG and HOME funding. In some cases, both County and City will undertake similar activities to meet specific objectives.

2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

Objectives:

- Rehabilitation of substandard owner-occupied housing to include removal of architectural barriers.
- Demolition/Reconstruction of existing owner-occupied uninhabitable or dilapidated homes with new, energy efficient, affordable housing through a partnering nonprofit.
- Rehabilitation/Construction of affordable rental units.
- CHDO construction of new, affordable owner-occupied housing.
- Public infrastructure to include sidewalks, lighting, façade improvement, water and sewer development.
- Development of permanent supportive housing for the homeless.
- Rental assistance for homeless prevention and rapid rehousing.
- Purchase and down payment assistance.
- Nonprofit capacity building.Economic Development.Urgent Need.

Outcomes:

- Reduce by 4%, Marion County's current Substandard Housing Rate of 5.9% (40 out of 998).
- Increase affordable housing units by 50 (25 rentals, 25 homeowners).
- Increase support of services for low-income persons with special needs (250 persons).
- Increase assistance to agencies that provide Rapid-Rehousing and Homeless Prevention to 55 households.
- Increase support of direct rental assistance to 20 households.Assist Microenterprises with loan/grant funds to mitigate effects of COVID-19.Assist renters/homeowners with grants to pay 3 months rent/mortgage due to loss of income from COVID-19.

Please see attachment for goals chart.

3. Evaluation of past performance

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Marion County Community Services Department has developed the following performance management system to monitor the CDBG projects and ensure long term compliance with program requirements. Staff members are assigned specific projects to administer. Staff provide technical assistance to organizations to ensure they are aware of their responsibilities and the requirements of the CDBG program. The procedures of the Department mandate that outreach efforts are in place for enhancing opportunities for minority and women's business enterprises as well as Section 3 business concerns. Staff utilizes checkoff sheets for all activities which are reviewed and approved by the Grants Administrator for the CDBG program. The Marion County HOME Consortium 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.

Under HOME, the Consortium completes their Consolidated Annual Performance Evaluation Reports (CAPERs) in December; therefore accomplishments during the fifth and final year under the 2018-2019 Consolidated Plan have not yet been reported. As of FY 18/19, Marion County and the City of Ocala continue to make progress in meeting its Consolidated Plan objectives of providing decent housing and suitable living environments.

Access to affordable housing has been made available through HOME purchase assistance, as well as through CDBG projects that address immediate housing needs and sustainability. Marion County's past performance during the 2014-2019 Consolidated Plan: Down-payment Assistance – 3 homebuyers assisted (with HOME funds only, most purchase assistances were done through SHIP), Develop Housing (CHDO) – 11 housing units built, Housing Rehabilitation – 82 units completed, Provide Suitable Living Environment – 20 families/individuals assisted, Public Facilities renovations – 12 agencies assisted.

Some barriers the County has faced in achieving goals include having only one certified CHDO . A Community Housing Development Organization (CHDO) is a non-profit organization that is tax-exempt, has a mission of providing affordable housing, a history of serving the community, a board of directors with at least one-third of its members representing the low income community and a demonstrated capacity for carrying out housing projects. HUD requires, in 24 CFR 92.300(a)(1) that at least 15% of a participating jurisdiction's allocation be set aside for CHDOs to use as developers, sponsors or owners of affordable housing. Other barriers include a lack of affordable rental units; deterioration of mobile homes at a higher rate than site-built homes; aging owner-occupied housing units; barriers to shelter for the homeless; and lack of affordable housing developers.

City of Ocala is on track to meeting its Consolidated Plan goals and objectives. The following demonstrates Ocala's past performance during the 2014-2019 Consolidated Plan: Housing Rehabilitation – 75% complete, Homeownership – 38%, Clearance and Demolition – 20%, Acquisition – 100%.

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4. Summary of citizen participation process and consultation process

The Citizen Participation Plan (CPP) encourages public participation, emphasizing involvement by low and moderate-income persons, particularly those living in areas targeted for revitalization and areas where funding is proposed. In addition, it encourages the participation of all its citizens, including minorities, non-English speaking persons, and persons with disabilities. Written materials can be provided in Spanish, and the County makes all reasonable accommodations for persons with special needs that request assistance. Both the County and City have Spanish speaking staff to assist with translation upon request.

During any given program year, Marion County seeks assistance in implementing these programs from outside agencies/organizations through a targeted request for proposal process. Technical assistance is provided to both organizations and individuals, including those representatives of low and moderate income people, who are interested in submitting a proposal to obtain funding for an activity and request such assistance.

Marion County provides the public with reasonable and timely access to information and records relating to the data or content of all federally required documents and publications. Marion County also provides full and timely disclosure of program records and information for the preceding five years consistent with applicable Federal, State and local laws regarding personal privacy and confidentiality.

Action Plans and recommended uses of funding are posted for public review and comment for the requisite 30 days. The County posts display advertisements in the local newspaper. Information is also posted on the County website, in public places and mailed to people and agencies on the mailing list, in accordance with the CPP. Public hearings are held during the 30 day period to receive further comment.

The plan was amended and adopted on January 15, 2019 by the Marion County Board of County Commissioners. Please see attachment.

The plan was amended on April 14, 2020 for the addition of virtual meetings in case of a declared emergency and following HUD waivers from March, 2020, a change in the number of days required for public notification from 30 to 5.

5. Summary of public comments

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At the public comment meetings held by Marion County in planning for and a draft of this Consolidated Plan, no comments were received. For the Consolidated Plan, specific efforts were made to encourage participation in the consolidated planning process by organizations that represent or advocate for physical and developmentally disabled and racial and ethnic minorities. Participation in the needs assessment, public hearings, development of the Consolidated Plan, and proposal requests were solicited through extensive e-mail lists developed by Marion County Community Services.

Through a widely distributed survey some of the comments regarding community needs received were:

- Permanent supportive housing for up to one year
- Bus transportation is needed throughout Marion county for all shift workers
- Community transportation infrastructure

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6. Summary of comments or views not accepted and the reasons for not accepting them

No comments were made at the public hearings nor were any comments received in written format.

7. Summary

The development of the 2019-2023 Five Year Consolidated Plan is a time for reflection, planning and goal setting for the staff of Marion County Community Services. By soliciting input and comments from all aspects of business, private, non-profit and for-profit, faith-based organizations, health agencies and the citizens themselves, the county was able to discern true needs that exist and develop plans to address and help lessen the needs. The top priorities that were identified included increasing the number of affordable housing units, both for rent and sale, services to decrease the number of homeless, economic development that leads to jobs, and services for low income individuals and families, and capacity building for current non-profits.

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

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	MARION COUNTY	Community Services Department
HOME Administrator	MARION COUNTY	Community Services Department
ESG Administrator	MARION COUNTY	Community Services Department

Table 1 – Responsible Agencies

Narrative

The Marion County Community Services Department is responsible for preparing a 5-Year Consolidated Plan and an Annual Action Plan for the Marion County HOME Consortium, which provides funding for the Home Investment Partnership Grant. The Marion County HOME Consortium includes Marion County and the City of Ocala, which have 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 of the members of the Consortium. The City of Ocala is also a CDBG Entitlement and shares the citizen participation plan with the County as part of the HOME Consortium. As its own Entitlement, the City of Ocala is responsible for the administration of its own CDBG program.

In preparation for the 2019-2023 Consolidated Plan and 2019 Annual Action Plan, the Consortium consulted with other public and private agencies that provide assisted housing, health services and social services, including those focusing on services to children, senior persons, and persons with disabilities and homeless persons. The public and private agencies contacted include, but were not limited to, United Way, Ocala Housing Authority, Association of Retarded Citizens, Salvation Army, Community Foundation, Hospital District and all members of the Marion County Continuum of Care.

In preparation of the 2019-2023 Consolidated Plan and 2019 Annual Action Plan, Consortium members obtained statistical information from the Department of Environmental Protection (EPA), and www.scorecard.goodguide.com, an internet data source that integrates over 400 scientific and

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governmental databases to generate customized profiles of local environmental quality and toxic chemicals. Data was obtained to address lead-based paint hazards in the community.

The Community Services Department consulted with the Ocala Housing Authority concerning consideration of public housing needs and any planned grant program activities. This consultation ensures and provides a better basis for the certification by the Marion County's Board of County Commissioners that the Consolidated Plan is consistent with the County's assessment of low-income housing needs. This type of consultation will also help ensure that any proposed activities that are directed towards local drug elimination, neighborhood improvement and or any resident programs and or services funded under or by the Ocala Housing Authority and those funded under any programs covered by the Consolidated Plan are fully coordinated to achieve comprehensive community development goals.

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Consolidated Plan Public Contact Information

Marion County used public meeting information and surveys to assist in the development of funding priorities. The Community Services staff person responsible for collecting data and comments from the public and other stakeholders regarding the Consolidated Plan was:

Cheryl Martin, Community Services Director – Marion County, 2710 E. Silver Springs Blvd., Ocala, FL 34470.

PR-10 Consultation - 91.100, 91.110, 91.200(b), 91.300(b), 91.215(l) and 91.315(I)

1. Introduction

Marion County and the City of Ocala staff developed this plan with the use of a variety of tools. The process entailed consulting with a variety of public agencies that contribute to the County's Consolidated Plan, CDBG, HOME and ESG activities, agencies that provide services in the County as well as in the City of Ocala and, most importantly, by reaching out to the non-profit organizations and Community Development Corporations that serve the residents of the County and the City of Ocala.

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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(I)).

Marion County Community Services and City of Ocala Community Development Services departments coordinate with various public, private, and non-profit agencies in carrying out its activities. Collaboration between local, county, and state agencies is important in successfully carrying out the goals and objectives identified in the Consolidated Plan and addressing 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.

Private entities can effectively support the delivery of programs and services by offering additional resources that can be leveraged to supplement existing services or fill in gaps. Both the County and City continue to seek additional funding sources for housing and community development activities when possible.

Marion County continues to build relationships with public and assisted housing providers and private and governmental health, mental health and service agencies. Technical Assistance Workshops were organized with the purpose of assessing the needs of service providers, establishing partnerships, and explaining the CDBG/HOME/ESG funding process for the FY 2017 and 2018 allocations. Community, church, governmental, non-profit, and for-profit leaders were invited to attend. A press release was issued by the County's Public Relations Officer and an e-mail blast went out to all agencies on the County's list of interested sub-recipients.

Among attendees were public and assisted housing providers such as the Ocala Housing Authority; Interfaith Emergency Services; Children's Advocacy Center; Arnette House; Habitat for Humanity of Marion County; The Centers; Salvation Army; and other service agencies. Attendees were also from the

County/City staff representing individual departments such as Utilities, Parks and Recreation, and Planning.

Marion County staff play an active role in a number of local community alliance organizations dealing with homelessness, children, elder, and mental health issues. Further, county staff participates in the annual “Community with a Heart” program, sponsored by the Ocala Star Banner; participate in the annual Point in Time count and the Coordination of Care.

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 greatly involved in the Continuum of Care (CoC) on all levels. Both City and County housing staff attend board meetings once a month, serve on the Grant Ranking Committee, act as Chair for Coordinator Intake Assessment Committee, serve on the CoC Homeless Council board as required by HUD under 24CFR 578 (CoC Program Interim Rule), serve on the HMIS Committee, and attend monthly network services meetings.

In an effort to address the needs of homeless persons, the Housing Committee has conducted several meetings and has brought together all members of the CoC and other not-for-profit agencies involved in providing shelter and case management.

Ocala/Marion County’s CoC has established a strategy for addressing the needs of homeless individuals and families making Permanent Supportive Housing a priority for Marion County. The vision is to develop a collaborative community-wide effort to implement a system that ensures an end to homelessness in Marion County, with every individual and family being self-sufficient and having safe, decent, affordable, permanent housing. The vision includes:

(1) Street outreach teams, made up of formerly homeless persons and professionals, to identify and gain the confidence of homeless individuals with serious mental illness and/or substance abuse problems.

(2) Working with the community as a whole to create comprehensive case management for the chronically homeless, basing the model on Housing First as a priority.

(3) Development of additional mental health and substance abuse treatment programs targeting the homeless based on best practices.

(4) Development of comprehensive employment and job training, and supportive services for the chronically homeless throughout the County. Employment and job training would be developed in coordination with the One-Stop Workforce system.

(5) Development of transitional and permanent supportive housing, in concert with those local agencies and organizations that have the capacity to develop housing programs and do case management.

(6) Development of a less complicated client intake system for all homeless individuals to apply for and obtain mainstream and entitlement benefits, and to improve the responsiveness of those organizations that control benefits.

(7) Aggressive member enrollment, training and monitoring of the Homeless Management Information System.

(8) Enhancement of current programs that provide financial assistance and counseling to people at risk of homelessness.

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 its strategies to address homeless needs planning.

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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

After consultation with the CoC lead agency, Marion County Homeless Council, that also receives ESG funds, it has been determined that the County will use its ESG funds for rapid re-housing and outreach and the Marion County Homeless Council will use their ESG funds for short-term assistance.

Currently, the County is researching or reviewing potential sites for permanent supportive rental units. The County developed performance standards and outcomes measurements for the ESG Program.

Upon reviewing past outcomes and results of agencies funded with County ESG funds, it became clear that capacity continues to be a problem. Lack of staff, training for staff they do have, coordination with

other agencies and communication, have made the County rethink how it allocates its ESG funds. The County is currently utilizing a Projected Expenditure spreadsheet for agencies to better budget the funds they receive in order to not end the contract period with leftover funds. A stricter definition of "case manager" is being requested, with outcome measures and tasks clearly spelled out. In moving towards funding homeless outreach workers, the County, City and CoC will coordinate to create a common definition and job description.

In its January 2019 recommendations, the Public Policy Institute of Marion County asked for a restructuring of the lead agency and HMIS lead roles within the CoC to improve performance. "In its current state, the Lead Agency/Collaborative Applicant and HMIS Lead roles are both held by the Marion County Homeless Council. Additionally, the Marion County Homeless Council also serves as a direct service agency that receives funding from the CoC and provides services to Marion County residents. Best practices favor having an organization managing the CoC efforts and not also be a direct service provider."

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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 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	ARC
	Agency/Group/Organization Type	Services-Persons with Disabilities
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Face to Face, email, phone for information and funding for improvements to facility for special needs population
2	**Agency/Group/Organization**	The Salvation Army
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Face to face, phone, email consultation regarding homeless needs and facility improvement funding.
3	**Agency/Group/Organization**	Shepherd's Lighthouse Inc
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Face to face, phone, email consultation on homeless needs and facility renovation funding.
4	**Agency/Group/Organization**	Vets Helping Vets of America
	Agency/Group/Organization Type	Services-Veterans
	What section of the Plan was addressed by Consultation?	Homelessness Needs - Veterans

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	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Face to face, phone, email consultation on homeless needs and facility renovation funding.
5	**Agency/Group/Organization**	Volunteers of America
	Agency/Group/Organization Type	Services - Housing
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Face to face, phone, email consultation on homeless and housing needs and facility renovation funding.
6	**Agency/Group/Organization**	Interfaith Emergency Services
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Face to face, phone, email consultation on homeless needs and facility renovation funding. Assisted with homeless statistics and needs other than housing.
7	**Agency/Group/Organization**	Project HOPE of Marion County
	Agency/Group/Organization Type	Services - Housing Services-Victims of Domestic Violence Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Face to face, phone, email consultation on homeless needs and facility renovation funding. Rental units for women with children fleeing domestic violence.

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8	**Agency/Group/Organization**	Heart of Florida Health Center, Inc.
	Agency/Group/Organization Type	Services-Health
	What section of the Plan was addressed by Consultation?	Dental Services for low-mod income population
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Face to face, phone, email consultation on dental/medical needs and equipment funding. Served low to mod income level population.
9	**Agency/Group/Organization**	Marion County Homeless Council
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Face to face, community meetings, emails, phone calls. Distributed Community Surveys; is lead agency for CoC; funding relationship through ESG.
10	**Agency/Group/Organization**	The Centers, Inc.
	Agency/Group/Organization Type	Services-Persons with Disabilities Services-homeless
	What section of the Plan was addressed by Consultation?	Substance Abuse; mental health counseling
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Face to face, email, phone consultation; assisted in gathering information on the needs of those seeking mental health counseling; funding relationship.
11	**Agency/Group/Organization**	Transitions Life Center
	Agency/Group/Organization Type	Services-Persons with Disabilities Services-Education Services-Employment

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	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Face to face, phone, email, group meetings. Consultation on needs of adults with developmental disabilities. Funding relationship.
12	**Agency/Group/Organization**	UNITED WAY OF MARION COUNTY
	Agency/Group/Organization Type	Regional organization
	What section of the Plan was addressed by Consultation?	Education, Financial, Health, Referral
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Face to face, email, phone, community meetings. Assisted with gathering of statistical data on community needs. Funding relationship.
13	**Agency/Group/Organization**	Early Learning Coalition of Marion County
	Agency/Group/Organization Type	Services-Children Services-Education
	What section of the Plan was addressed by Consultation?	childhood education
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Face to face, phone, email, community meetings. distributed community surveys. funding relationship.
14	**Agency/Group/Organization**	CREATIVE SERVICES INC.
	Agency/Group/Organization Type	Services-Victims of Domestic Violence
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Face to face, email, phone, consult on housing needs for victims of domestic violence, funding relationship.

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15	**Agency/Group/Organization**	Habitat for Humanity of Marion County, Inc.
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Face to face, phone, email, community meetings, distributed surveys, funding relationship.
16	**Agency/Group/Organization**	Literacy Council
	Agency/Group/Organization Type	Services-Education
	What section of the Plan was addressed by Consultation?	Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Face to face, phone, email, community meetings, funding relationship.
17	**Agency/Group/Organization**	OCALA HOUSING AUTHORITY
	Agency/Group/Organization Type	Housing Services - Housing Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homelessness Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Face to face, phone, email, community meetings, distributed surveys, funding relationship. Consulted on needs of the PHA in our community
18	**Agency/Group/Organization**	MARION COUNTY PUBLIC SCHOOLS
	Agency/Group/Organization Type	Services-Education
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth

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	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Phone, email, community meetings, distributed survey.Discussions consisted of the current needs of the agencies, and their clients as they serve them. It was the intention and desire of Community Service to identify the needs of the partner agencies in hopes of matching needs to funding available throughout the 2019-2024 Consolidated Plan time.
19	**Agency/Group/Organization**	ARNETTE HOUSE, INC.
	Agency/Group/Organization Type	Services - Housing Services-Children Services-homeless Services - Victims Foster Youth
	What section of the Plan was addressed by Consultation?	Homelessness Needs - Unaccompanied youth
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Via phone calls and emails, this agency is a past sub-recipient and is consulted regarding foster children aging out of care and what needs they may have. Marion County plans to assist the Ocala Housing Authority complete a grant to give housing assistance to this population.
20	**Agency/Group/Organization**	Marion County Sheriff's Office
	Agency/Group/Organization Type	Other government - County
	What section of the Plan was addressed by Consultation?	Homelessness Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Through the Marion County CoC membership, the Sheriff's office is consulted on homelessness issues. Through this, the CoC has a focus of working on decriminalizing homelessness.
21	**Agency/Group/Organization**	Ocala/Marion County Chamber & Economic Partnership
	Agency/Group/Organization Type	Regional organization Business and Civic Leaders
	What section of the Plan was addressed by Consultation?	Economic Development

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	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The CEP is consulted via face to face, email and phone calls regarding the financial strength of the county. Community Services plans on partnering with the CEP in developing a Economic Development Incubation center for small businesses.
22	**Agency/Group/Organization**	Florida Health Department, Marion County
	Agency/Group/Organization Type	Services-Health Health Agency
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The Health Department was consulted on the Lead Based Paint poisoning statistics. Through a partnership, the agency and Community Services attend training and will be able to map out areas of the county to concentrate lead based paint education.

Identify any Agency Types not consulted and provide rationale for not consulting

Agency that serves those with HIV/AIDS, other than the local hospitals and health department, a local agency does not exist.

Environmental Protection Agency, not consulted but used the web site for data. There is not a local office to consult, and the web site offers extensive information.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Marion County Homeless Council	Goals do not overlap.
Ocala Housing Authority Agency Plan	Ocala Housing Authority	Goals do not overlap.
College of Central Florida Strategic Plan	College of Central Florida	Goals do not overlap.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Chamber and Economic Partnership Strategic Plan	Chamber and Economic Partnership	Goals do not overlap.
Hospital District of Marion County		Goals do not overlap.
United Way of Marion County		Goals do not overlap.
Community Health Assessment	Florida Health Department Marion County	Goals do not overlap.

Table 3 – Other local / regional / federal planning efforts

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(l))

Marion County Community Services Department has an on-going relationship with the County's Growth Services and Planning offices, and utilizes their assistance, when necessary, to carry out goals and objectives of the Consolidated Plan. Community Services also meets regularly with representatives of public service agencies, is involved in strategizing to facilitate service, and participate, as needed on various boards. The Department also has its own relationship with developers and regularly works with them in matters related to affordable housing development. Being involved with public service providers, developers and other units of local government throughout the year, facilitates the implementation of the Consolidated Plan. State agencies, such as the State Health Department (for statistical and comparison information in various areas), and the State Environmental Protection Agency (to complete Environmental Assessments), were consulted throughout the year.

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Narrative

Marion County Community Services consulted with the Florida Department of Health in Marion County regarding service needs of those living with HIV, Hepatitis, drug addiction (specifically opioids), and other community health needs. According to their 2017-18 Annual Report, Marion County Health Department saw 1,432 clients and tested 3,150 individuals for HIV/AIDS. Also, according to the report, 453 clients sought housing through the special needs shelters during Hurricane Irma.

Modernizing HUD's Consolidated Planning Process to Narrow the Digital Divide and Increase Resilience to Natural Hazards Specific:

Community Service staff researched the availability and access of Broadband in Marion County. In an analysis of broadband availability in low to moderate-income Census Block groups, pockets were found in each group where only one provider is available. The average number of providers in all Census Blocks was 2.5. There is a total of ten provider companies serving Marion County, however only seven of those have acceptable download and upload broadband speeds as defined by the FCC. At this time, there are four organizations working to narrow the digital divide in Marion County, including internet assistance to families on the national school lunch program, TANF and SSI. Please see Broadband Deployment map in the attachements.

Community Services works closely with FEMA data when completing an Environmental Analysis prior to starting any project. The Department also works with the Emergency Operations Center of Marion County before, during and after an emergency events occurs. Both State and Federal funding that becomes avaialble to residents to mitigate storm damage is managed through the Community Services office, including income certification of applicants.

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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

In an effort to collect data and narrow down the priority needs of the Consolidated Plan, the HOME Consortium developed a Community Survey, which included categories such as: effective ways to address homelessness, need for services, availability of community facilities, experience finding adequate pay to support a family, and which economic programs the community needs. The survey was distributed to all members of the Continuum of Care (COC) for distribution to clientele residing in Ocala, given to several agencies to pass out to visitors and clients, shared with local houses of faith, health agencies and published on Community Service's website. In addition to surveying the community, Community Service held a round table discussion with housing providers and two public meetings to discuss the development of needs and goals for the Consolidated Plan. Marion County and the City of Ocala staff held workshops with their county commission and city council members to seek their direction and priorities.

The collection of this data directly impacted goal setting for the 2019-2023 Consolidated Plan. The top three areas listed as most important to survey respondents was: 1) Housing, 2) public assistance programs (daycare, drug/alcohol abuse services, healthcare, etc.) and 3) economic development (jobs, businesses, and training). With these responses, and by using the other data received from the citizen participation process Community Services set the top three strategies for the 2019-2023 Consolidated Plan as: Affordable Housing, Homelessness and Community Development.

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Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	Non-targeted/broad community	Public Meeting held on November 1, 2018, 6-7 p.m. Marion County Growth Services Meeting Room.no attendees	none	none	
2	Internet Outreach	Non-targeted/broad community	no direct response	none	none	

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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Public Meeting	housing providers	21 agencies were in attendance	priority of needs: affordable housing, agency capacity, homelessness	none	

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4	survey	Non-targeted/broad community Residents of Public and Assisted Housing	171 responses returned	top 3 things to help homeless: prevention programs; shelters for abused women & children; short term shelters. top 3 services they have trouble finding: rent assistance; housing; and employment. top program to help them economically: job training programs. top 3 important issues:	none	

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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
				housing; public assistance; and economic development.		
5	Public Hearing	Non-targeted/broad community	Public Hearing held on July 16, 2019 in conjunction with the Marion County Board of County Commissioners Meeting, 10 a.m., Commissioner AuditoriumNo public comments received	No comments received	n/a	https://sire.marioncountyfl.org/sirepub/mtgviewer.aspx?meetid=2510&doctype=AGENDA

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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
6	Newspaper Ad	Non-targeted/broad community	Public Notice was published on 10/17/18 noting the public comment period of June 24 through July 24, 2019.	No comments received	No comments not accepted	

Table 4 – Citizen Participation Outreach

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Needs Assessment

NA-05 Overview

Needs Assessment Overview

Overview continued

Age

Marion County has a much higher percentage of older residents than Florida with more than 26% being over age 65. This puts a downward pressure on average household and family size as many of these seniors are living alone. This large senior population most likely contributes to a larger percentage of the population with a disability, 17%.

The median age of Marion County is 48.6 years, an increase of almost 2 years since 2012. The two age groups that make up the largest percentage is 65-74 at 15% and 5-17 at 13%. Those 75 and older make up 11%.

The City of Ocala's median age is 38, also showing an increase of almost 2 years. The largest segment of the population being 25-29. This, in part, may be attributed to the college located within City limits.

Race/Ethnicity

Marion County has a higher percentage of its population as white residents and a lower percentage as black residents. The percentage of Hispanic residents in Marion county is less than half of what it is for Florida as a whole. Racial and ethnic disparities in health access exist in Marion County, but to a lesser degree when compared to Florida as a whole.

The population of Marion County is 70.9% White and 12% Black while the ethnicity is 12.5% Hispanic. The remaining percentage is divided between Asian, Multiracial, Native Islander and Other. The most common birthplace for the foreign-born residents of Marion County is Cuba, followed by Haiti and Mexico. Citizenship has been declining since 2015 when it was 97.7% but fell to 96.4% in 2016.

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NA-10 Housing Needs Assessment - 24 CFR 91.405, 24 CFR 91.205 (a,b,c)

Summary of Housing Needs

Demographics	Base Year: 2009	Most Recent Year: 2015	% Change
Population	0	329,505	
Households	0	129,115	
Median Income	$0.00	$0.00	

Table 5 - Housing Needs Assessment Demographics

Data Source: 2005-2009 ACS (Base Year), 2011-2015 ACS (Most Recent Year)

Number of Households Table

	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Total Households	11,170	14,635	22,835	14,520	65,955
Small Family Households	3,725	3,990	5,665	4,430	24,580
Large Family Households	555	830	1,515	674	3,070
Household contains at least one person 62-74 years of age	2,455	4,063	7,650	4,620	21,595
Household contains at least one person age 75 or older	1,434	3,470	5,815	3,195	12,349
Households with one or more children 6 years old or younger	1,824	1,862	2,659	1,343	4,875

Table 6 - Total Households Table

Data Source: 2011-2015 CHAS

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Housing Needs Summary Tables

1. Housing Problems (Households with one of the listed needs)

	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										
Substandard Housing - Lacking complete plumbing or kitchen facilities	185	185	145	80	595	79	160	129	35	403
Severely Overcrowded - With >1.51 people per room (and complete kitchen and plumbing)	50	100	15	49	214	25	0	10	24	59
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	169	210	164	90	633	25	154	158	137	474
Housing cost burden greater than 50% of income (and none of the above problems)	3,435	2,550	830	40	6,855	2,520	3,290	2,310	595	8,715

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	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
Housing cost burden greater than 30% of income (and none of the above problems)	150	1,545	3,090	1,079	5,864	845	2,450	4,515	2,195	10,005
Zero/negative Income (and none of the above problems)	1,090	0	0	0	1,090	1,220	0	0	0	1,220

Table 7 – Housing Problems Table

Data Source: 2011-2015 CHAS

2. Housing Problems 2 (Households with one or more Severe Housing Problems: Lacks kitchen or complete plumbing, severe overcrowding, severe cost burden)

	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 1 or more of four housing problems	3,845	3,045	1,155	259	8,304	2,650	3,615	2,610	795	9,670
Having none of four housing problems	730	2,230	4,780	3,830	11,570	1,620	5,760	14,285	9,640	31,305
Household has negative income, but none of the other housing problems	1,090	0	0	0	1,090	1,220	0	0	0	1,220

Table 8 – Housing Problems 2

Data Source: 2011-2015 CHAS

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3. Cost Burden > 30%

	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	1,730	1,840	1,588	5,158	915	1,569	1,534	4,018
Large Related	365	374	403	1,142	65	265	409	739
Elderly	560	1,178	1,019	2,757	1,770	3,164	4,054	8,988
Other	1,230	1,039	1,105	3,374	674	840	933	2,447
Total need by income	3,885	4,431	4,115	12,431	3,424	5,838	6,930	16,192

Table 9 – Cost Burden > 30%

Data Source: 2011-2015 CHAS

4. Cost Burden > 50%

	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	1,680	1,065	184	2,929	730	1,044	490	2,264
Large Related	330	234	160	724	65	135	160	360
Elderly	500	809	339	1,648	1,235	1,679	1,339	4,253
Other	1,215	605	215	2,035	515	460	359	1,334
Total need by income	3,725	2,713	898	7,336	2,545	3,318	2,348	8,211

Table 10 – Cost Burden > 50%

Data Source: 2011-2015 CHAS

5. Crowding (More than one person per room)

	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	194	275	174	115	758	65	83	53	143	344
Multiple, unrelated family households	30	10	25	20	85	0	65	124	18	207

	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
Other, non-family households	0	25	0	4	29	0	0	0	0	0
Total need by income	224	310	199	139	872	65	148	177	161	551

Table 11 – Crowding Information - 1/2

Data Source: 2011-2015 CHAS

	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	0	0	0	0	0	0	0	0

Table 12 – Crowding Information – 2/2

Data Source Comments:

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Describe the number and type of single person households in need of housing assistance.

The average family size of rental and owner-occupied housing in Marion County is 2.48 persons. This indicates that of the 75.3% of occupied units in Marion County, a very small percentage are single person households. However, the largest population of homeless in Marion County according to the latest PIT count, is single men, creating a need for studio and one-bedroom units. Both County and City housing programs are available to all eligible low-income persons whether single person households or two or more person households. In 2017, 16.2% of people were in poverty. (US Census Bureau)

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.

What are the most common housing problems?

Since 2013, the number of rental and owner occupied homes without adequate kitchen facilities has almost doubled. The most crowded homes, whether rented or owned, is for those whose income is less than 30% AMI, however, for owner occupied homes the number of overcrowded homes has dropped by 45%. The severely overcrowded homes have dropped for both renters and homeowners.

The number of renters who are severally cost burned has increased 12%, but for homeowners has decreased 28%. Additionally, the number of households with zero income for renters has increased 37% but dropped for homeowners. These numbers show the increased likelihood of maintaining financial stability by owning a home in Marion County.

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Are any populations/household types more affected than others by these problems?

Small family households and households containing at least one person 62-74 years of age continue to account for the largest number of households in Marion County. This is consistent with why small related households for renters and elderly households for owners are the household types most affected by housing problems at both >30% and >50% cost burden. Large families that are renting have the highest cost burden.

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

Expanded assistance for low-income individuals and families is crucial both to promoting recovery and minimizing the growth and extent of poverty. Lack of sustainable employment is a large factor impacting low-income individuals and families with children. The largest industries in Marion County are retail trade (19%), health care and social assistance (15%) and construction (9%). The highest paying industries are utilities, finance & insurance and education services. Employment training and assistance in obtaining employment with the goal of self-sufficiency is a large need in Marion County.

According to a 2016 Median Household Income census tract map, the lowest income area was tracts 15, 16, 17 and 18 with a median $25,183 annual income. This incorporates the west side of the City of Ocala and the west central part of the county.

The largest demographic living in poverty in Marion County is Female aged 25-34, with a 17.6% of the entire population living below poverty (compared to the national average of 14%). By race and ethnicity, Whites make up over 60% of those living in poverty, 22% Black and 12% Hispanic.

According to the Marion County Point in Time Count, 2018, on any given night, there are 420 households experiencing homelessness, comprised of 571 persons, in Marion County. In 2017, 67 households, comprised of 178 persons, were placed in housing. Twenty-four of those households were living in places not meant for human habitation. The remaining households were case managed or housed from within shelters or transitional housing. In households without children there were 255 total unsheltered persons, 85 of which are chronically homeless. Unsheltered households represent 48% of the total number of households experiencing homelessness. Seventy one percent (215) of unsheltered persons are male. Of 113 homeless families with children, 16 are unsheltered. According to a report from Florida Housing Coalition, unsheltered households are not all unsheltered due to shelters being at capacity, it is "because of the barriers to access emergency shelter, i.e. no tolerance for substance use disorders, random drug testing, and mandatory participation in life skills classes, maximum stays and lack of access to the shelter during daytime hours."

There are currently three providers administering rapid re-Housing in Marion County, filling vacancies with referrals directly from Coordinated Entry and the "By Name" list.

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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:

Marion County does not maintain nor provide estimates of at-risk population sizes.

Specify particular housing characteristics that have been linked with instability and an increased risk of homelessness

In Marion County, demographic and socio-economic profiles are often strong predictors of patterns of homelessness. Many families/individuals are literally one pay check away from becoming homeless. Other crippling calamities such as extensive medical expenses, reduced hours of employment, or rental evictions due to landlord foreclosures, add to the challenges and problems in acquiring or maintaining affordable housing.

Specific housing characteristics that affect Marion County residents are age of the home and the cost of repairs and upkeep; weatherization including hurricane shutters and flood insurance; and the cost of maintenance and/or replacement of septic systems and wells.

In Marion County, affordable housing is always a need for low-income individuals and families with children. In many cases, especially for the very-low and extremely-low income, elderly, and disabled, even housing assistance is not enough. Elderly residents in Marion County are typically on a fixed income and many disabled residents are unable to work or receive minimal income. Housing and utility costs in Marion County are again on the rise and rentals often require hefty deposits. Receiving assistance through the Ocala Housing Authority's housing choice voucher program makes the cost of living more affordable, but many families still struggle to make ends meet. However, there is a large waiting list, in 2018 there were 2,170 on the list, and, in some cases, and clients can wait up to two years.

In 2017, 25,000 low-income households were paying more than 30% of their income for housing. Over 13,000 very low-income households paid more than 50%. A typical family at 80% of AMI paid between 75% and 78% of its income for housing and transportation costs combined. Workers in most of the Ocala/Marion County areas most common occupations don't earn enough for a 1-bedroom apartment at Fair market Rent.

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Discussion

In Marion County, low-income renters experience a significant housing cost burden with 50% of renters paying more than 35% of their household income. For owner-occupied housing, 30% pay more than 35% of their household income. Much of the lower cost housing in Marion County is older homes that are starting to deteriorate, some even becoming dilapidated and aging manufactured homes. These homes have original roofing that leaks, insufficient plumbing, older windows and HVAC systems that increase energy costs, and structural damage making for an unsuitable living environment and forcing low-income individuals and families to seek higher cost housing.

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

The following tables show the number of households with disproportionately greater needs for all housing problems, severe housing problems, and cost burden. A disproportionately greater need exists when the members of racial or ethnic groups at a given income level experience housing problems at a greater rate (10 percentage points or more) than the income level as a whole.

In the first two sections (NA-15 and NA-20) housing problems are defined as:

- Lacking complete kitchen facilities
- Lacking complete plumbing facilities
- More than one person per room
- Housing costs more than 30% of household income

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0%-30% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	7,500	1,354	2,310
White	4,770	929	1,569
Black / African American	1,440	260	525
Asian	10	0	0
American Indian, Alaska Native	19	0	4
Pacific Islander	0	0	0
Hispanic	1,199	154	194

Table 13 - Disproportionally Greater Need 0 - 30% AMI

Data Source: 2011-2015 CHAS

*The four housing problems are:

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

30%-50% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	10,655	3,995	0
White	7,170	3,264	0
Black / African American	1,695	325	0
Asian	120	4	0
American Indian, Alaska Native	60	0	0
Pacific Islander	0	0	0
Hispanic	1,489	378	0

Table 14 - Disproportionally Greater Need 30 - 50% AMI

Data Source: 2011-2015 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

50%-80% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	11,375	11,465	0
White	7,815	8,870	0
Black / African American	1,780	1,155	0
Asian	135	190	0
American Indian, Alaska Native	0	15	0
Pacific Islander	0	4	0
Hispanic	1,480	1,020	0

Table 15 - Disproportionally Greater Need 50 - 80% AMI

Data Source: 2011-2015 CHAS

*The four housing problems are:

DRAFT

1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

80%-100% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	4,310	10,205	0
White	3,130	8,454	0
Black / African American	575	809	0
Asian	119	74	0
American Indian, Alaska Native	10	0	0
Pacific Islander	0	0	0
Hispanic	380	800	0

Table 16 - Disproportionally Greater Need 80 - 100% AMI

Data Source: 2011-2015 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

Discussion

In comparing Table 16 to the same data in the last Consolidated Plan (2014-2019), those households with 0%-30% of AMI with one or more of the problems decreased 12%, but households without income increased slightly. For 30%-50%, one or more problem households increased by 10%, 50-80% by 4% and 80%-100% decreased almost 10%.

The American Indian, Alaska Native population is quite small in Marion County; however the percentage experiences one or mour houisng problems for the 0-30% and 30-50% income categories is high, 83% and 100%. There may be a margin of error that might account for this. For the Asian population, the housing problems are also high, 100% and 97% for the same income levels.

For Hispanics with an income level of 0-30%, a disproportionate percentage are experiencing problems, 78% or 1,199 households. For the 30-50% income, it is 80%. African Americans in the 30-50% category are also high at 84%.

DRAFT

These numbers will assist in targeting the income levels and race/ethnicity for housing assistance.

DRAFT

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

As expected, the data below bears out the fact that the poorest of the community live in housing in the worst conditions and with the most problems. In the county as a whole, almost three times as many families below 30% AMI have one or more of the major housing problems.

0%-30% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	6,495	2,350	2,310
White	4,075	1,620	1,569
Black / African American	1,264	424	525
Asian	0	10	0
American Indian, Alaska Native	4	15	4
Pacific Islander	0	0	0
Hispanic	1,094	259	194

Table 17 – Severe Housing Problems 0 - 30% AMI

Data Source: 2011-2015 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

30%-50% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	6,660	7,990	0
White	4,340	6,090	0

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Black / African American	1,215	810	0
Asian	80	44	0
American Indian, Alaska Native	60	0	0
Pacific Islander	0	0	0
Hispanic	919	954	0

Table 18 – Severe Housing Problems 30 - 50% AMI

Data Source: 2011-2015 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

50%-80% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	3,765	19,065	0
White	2,395	14,285	0
Black / African American	740	2,195	0
Asian	90	235	0
American Indian, Alaska Native	0	15	0
Pacific Islander	0	4	0
Hispanic	420	2,074	0

Table 19 – Severe Housing Problems 50 - 80% AMI

Data Source: 2011-2015 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

DRAFT

80%-100% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,054	13,470	0
White	674	10,925	0
Black / African American	200	1,190	0
Asian	54	144	0
American Indian, Alaska Native	10	0	0
Pacific Islander	0	0	0
Hispanic	85	1,100	0

Table 20 – Severe Housing Problems 80 - 100% AMI

Data Source: 2011-2015 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

Discussion

In comparing all income levels with severe housing problems, as the income levels rises, the number of units with one of the four problems decreases. In all economic groups, housing problems are experienced by all ethnic groups. It is only in the below 30% group that the number of homes with one or more problems outnumbers those with no problems.

In the Severe Housing Problems, for the 0-30% category, Hispanics show a higher percentage than any other group at 71%. In the 30-50% income level, Black/African American (60%), Asian (65%) and American Indian, Alaskan Native (100%) are above 50% in experiencing problems. And in the 50-80% level, Black/African Americans are again over 50% at 61%.

DRAFT

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

In reviewing the data for Marion County, the percentages for those racial and ethnic groups experiencing housing cost burden did not reflect any one group as higher than the other, in relation to the percentage of that group in the general population.

Housing Cost Burden

Housing Cost Burden	<=30%	30-50%	>50%	No / negative income (not computed)
Jurisdiction as a whole	88,230	21,300	17,100	2,450
White	72,925	15,795	11,235	1,674
Black / African American	6,855	2,600	3,105	545
Asian	1,220	264	215	0
American Indian, Alaska Native	175	15	59	4
Pacific Islander	8	0	0	0
Hispanic	6,220	2,344	2,280	204

Table 21 – Greater Need: Housing Cost Burdens AMI

Data Source: 2011-2015 CHAS

Discussion

In comparison to the Table 21 in the last Consolidated Plan (2014-19), only the under 30% AMI households saw an increase in housing cost burden, with Whites being 82.5% of those households. Housing cost burdens occur across all racial groups and as expected is highest in the below 30% income category. The percentages for racial groups experience housing cost burden reflect the overall racial population percentages in Marion County.

Across all income levels, Black/African Americans experience a high cost burden, 44%. Hispanics are also high at 42%.

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?

CHAS data demonstrates that none of the groups represented in the tables above show disproportionately greater needs that are at least 10 percentage points higher than the percentage of persons in the category as a whole.

The race/ethnicity with the highest percentage of housing problems, severe housing problems, and cost burden is Caucasian followed by Black/African Americans. This is consistent with population trends in Marion County as 80% of the population is White and 12% of the population is Black/African American. This indicates that if there were a racial or ethnic group that has a disproportionately greater need than the needs of the jurisdiction as a whole, it would be Caucasians. Most occupied housing in Marion County (owner or rental) is occupied by these race/ethnicities. Hispanic, Asian, Native American and other races make up less than 10% of the population.

DRAFT

If they have needs not identified above, what are those needs?

N/A

Are any of those racial or ethnic groups located in specific areas or neighborhoods in your community?

N/A

NA-35 Public Housing - 91.405, 91.205 (b)

Introduction

Ocala Housing Authority (OHA) is currently the public housing authority in Marion County, managing 216 public housing units and 1,300 housing choice vouchers. 1,500 applicants are on the public housing waiting list. OHA provides homeownership and rental housing counseling, and family self-sufficiency.

OHA is the agency to receive Section 8 housing assistance funding. Rents associated with the federal developments are in accordance with HUD regulations. This is monitored through a yearly income verification to determine any income changes.

OHA maintains ongoing resident initiatives. Resident Councils are active in the Public Housing communities with meetings every other month. An OHA staff person attends all meetings as a liaison and a representative from the Police Department attends.

DRAFT

Totals in Use

	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	0	1,229	40	0	0

Table 22 - Public Housing by Program Type

***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**

Data Source: PIC (PIH Information Center)

Characteristics of Residents

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	10,699	0	10,605	13,572	0
Average length of stay	0	0	3	5	0	5	0	0
Average Household size	0	0	2	2	0	2	2	0
# Homeless at admission	0	0	0	0	0	0	0	0
# of Elderly Program Participants (>62)	0	0	32	224	0	212	12	0
# of Disabled Families	0	0	40	314	0	298	16	0
# of Families requesting accessibility features	0	0	181	1,269	0	1,229	40	0
# of HIV/AIDS program participants	0	0	0	0	0	0	0	0
# of DV victims	0	0	0	0	0	0	0	0

Table 23 – Characteristics of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

DRAFT

Race of Residents

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	471	0	439	32	0	0
Black/African American	0	0	144	785	0	777	8	0	0
Asian	0	0	0	7	0	7	0	0	0
American Indian/Alaska Native	0	0	0	6	0	6	0	0	0
Pacific Islander	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 24 – Race of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Ethnicity of Residents

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	239	0	236	3	0	0
Not Hispanic	0	0	167	1,030	0	993	37	0	0
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 25 – Ethnicity of Public Housing Residents by Program Type

DRAFT

Data Source: PIC (PIH Information Center)

DRAFT

Section 504 Needs Assessment: Describe the needs of public housing tenants and applicants on the waiting list for accessible units:

OHA has a waiting list of 1,372 applicants for public housing units. There is a low need for accessible units as only 3.5% of the population has reported having a disability and being below the poverty level. OHA is available to help locate accessible units if requested.

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?

DRAFT

OHA provides housing for 1,500 low income families through its Housing Choice Voucher (HCV) Program, Public Housing (186) and open market units (30). OHA provides 1,372 vouchers to the residents of Marion County, 108 for Veteran Assisted Supportive Housing (VASH). In 2019 OHA opened the housing choice voucher waiting list and received 2,000 applications. There are currently 2,170 residents on the waiting list.

Marion County has experienced dramatic increases in rents in the past three years. Though the economy is strong, wages have not increased at a similar rate as has housing and it has created a great void of affordable units in Marion County. Studies show there is a lack of available 1 and 2 bedroom units.

Affordable child care is a need for families assisted by OHA. They are unable to afford to have children in safe and secure environments, provide healthy and nutritious meals, or provide the educational support. Transportation is equally important. Many residents are dependent upon public transportation for daily tasks.

The ability to provide a suitable living environment to residents is directly linked to the ability to provide essential services. Continually decreasing funding allocations limits access to child care and transportation, particularly for smaller public housing authorities.

How do these needs compare to the housing needs of the population at large

The problems experienced by the residents of public housing are also faced by low- to moderate-income families looking for affordable units. The problems with child care and transportation experienced by public housing residents is mirrored in the general population.

Discussion

The needs of low-income public housing residents largely depend on local housing authorities for access to affordable housing and related services due to the lack of income, credit issues and resources. Public housing residents in Marion County are in need of social services to help attain self-sufficiency. Residents are in need of 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.

DRAFT

NA-40 Homeless Needs Assessment - 91.405, 91.205 (c)

Introduction:

In September of 2018, the Public Policy Institute (PPI), the City of Ocala, Marion County and the United Way of Marion County contracted with the Florida Housing Coalition to assess Marion County's homeless services system and to make recommendations on how to increase its effectiveness. The report, entitled "Homelessness, The Long Way Home", (https://www.marioncountyfl.org/departments-agencies/departments-a-n/community-services) was published in January 2019 and made 13 specific recommendations in five categories: 1) Outreach and Coordinated Entry; 2) Prevention and Diversion; 3) Short-term Emergency Shelter; 4) Rapid Re-Housing; and 5) Permanent Supportive Housing. (See page 91 under SP-40 Institutional Delivery Structure - 91.415, 91.215(k) for the list of recommendations.) The community was invited to participate in the study by joining a study group. Each group met bi-weekly for the first 4 months of the study and then bi-monthly until September 2018. Collectively, 67 individuals from 33 organizations participated in the study. The work groups were: Asset Mapping; Best Practices; Integration of Services; and Communication and Awareness.

According to the 2019 Marion County PIT count (which will be completed by September 2019), homelessness has been declining since a spike in 2014. This is in line with the overall decline of homelessness in Florida. The count estimates approximately 474 persons were homeless at the time the count was conducted. Thirty eight percent of homeless persons are unsheltered; 16% of persons experiencing homelessness in Marion are chronically homeless, the same number as the Florida average.

According to the 2017 Housing Inventory Count, (excluding Veteran's beds and child-only beds), Marion's homeless assistance system has an overabundance of emergency shelter and transitional housing beds and few permanent housing beds. Of the available 306 homeless beds, 80% are emergency shelter or transitional compared to only 7% for permanent supportive or 13% for permanent housing.

This section of the Consolidated Plan provides data on persons and families who are homeless in Marion County. The data below is from the 2018 Ocala/Marion County Point in Time (PIT) count, the Housing Inventory Count (HIC), and the CoC's System Performance Measures (Sys PM).

According to the PPI study, there are 32 agencies, including faith based, that service the homeless population of Marion County. These services range from food pantries to soup kitchens to transitional housing. Of these agencies, 10 provide shelter. According to the housing inventory count included in that report, there are 504 year round beds available. Most maintain at least a 75% utilization rate. The lowest utilization is for facility based beds for youth.

Homeless Needs Assessment

Population	Estimate the # of persons experiencing homelessness on a given night		Estimate the # experiencing homelessness each year	Estimate the # becoming homeless each year	Estimate the # exiting homelessness each year	Estimate the # of days persons experience homelessness
	Sheltered	Unsheltered				
Persons in Households with Adult(s) and Child(ren)	9	0	0	0	0	0
Persons in Households with Only Children	48	0	0	0	0	0
Persons in Households with Only Adults	294	0	0	0	0	0
Chronically Homeless Individuals	121	5	0	0	0	0
Chronically Homeless Families	0	0	0	0	0	0
Veterans	27	0	0	0	0	0
Unaccompanied Child	0	0	0	0	0	0
Persons with HIV	4	0	4	0	0	0

Table 26 - Homeless Needs Assessment

Alternate Data Source Name:
PIT
Data Source Comments:

Indicate if the homeless population is: Partially Rural Homeless

DRAFT

Rural Homeless Needs Assessment

Population	Estimate the # of persons experiencing homelessness on a given night		Estimate the # experiencing homelessness each year	Estimate the # becoming homeless each year	Estimate the # exiting homelessness each year	Estimate the # of days persons experience homelessness
	Sheltered	Unsheltered				
Persons in Households with Adult(s) and Child(ren)	0	0	0	0	0	0
Persons in Households with Only Children	0	0	0	0	0	0
Persons in Households with Only Adults	0	0	0	0	0	0
Chronically Homeless Individuals	0	0	0	0	0	0
Chronically Homeless Families	0	0	0	0	0	0
Veterans	0	0	0	0	0	0
Unaccompanied Youth	0	0	0	0	0	0
Persons with HIV	0	0	0	0	0	0

Table 27 - Homeless Needs Assessment

Alternate Data Source Name:
PIT
Data Source Comments:

For persons in rural areas who are homeless or at risk of homelessness, describe the nature and extent of unsheltered and sheltered homelessness with the jurisdiction:

DRAFT

In Marion County, rural areas range from small, outlying communities to isolated homes in the Ocala National Forest. As the majority of homeless services are located within the City of Ocala, the majority of the counted unsheltered and sheltered homeless are in the metro area. Unfortunately, data that describes a person living in the rural areas is not kept.

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):

DRAFT

Nature and Extent of Homelessness: (Optional)

Race:	Sheltered:	Unsheltered (optional)
White	0	158
Black or African American	0	35
Asian	0	1
American Indian or Alaska Native	0	5
Pacific Islander	0	0
Ethnicity:	**Sheltered:**	**Unsheltered (optional)**
Hispanic	0	19
Not Hispanic	0	423

Data Source Comments:

Estimate the number and type of families in need of housing assistance for families with children and the families of veterans.

The 2018 Marion County PIT count indicates that there were 444 unsheltered adults and children in Marion County, with 493 sheltered. Of that estimate, only 9 children were found homeless and none were unaccompanied minors. Only 27 unsheltered veterans were counted, but of those, nine were reported to have psychiatric issues and 12 had substance abuse issues. Access to services to become self-sufficient for veterans has increased in Marion County through Volunteers of America of Florida housing programs and the availability of VASH funding.

According to the PIT count, prior to program entry, families with and without children were living in hotel/motels they paid for, and/or staying with family and friends. There were no veterans with children living in a shelter at the time of the last PIT count.

Describe the Nature and Extent of Homelessness by Racial and Ethnic Group.

Thirty eight percent of the homeless population is unsheltered and includes all racial and ethnic groups. According to the 2019 PIT count, for those sheltered homeless, the majority were non-Hispanic, and White. In Marion County, with a total population of 349,000, 81% are White, 12% are Black and 10% Hispanic. For those living in poverty the percentages follow the same breakdowns, with 62% of Whites, 21% of Blacks and 12% of Hispanics living in poverty. By virtue of one of the causes of homelessness being poverty, the racial and ethnic numbers for those being homeless, the numbers mirror poverty levels: 35% White, 8% Black and 4% Hispanic. Extremely low income is becoming a part of every racial

and ethnic group in the county and will lead to homelessness in many communities just by virtue of the community's cost of living. When you add to this to the knowledge that extremely low income persons suffer from substance abuse, mental illness, lower education completion levels, and other issues that reduce the skill levels at which they can function, the issue becomes definable as a different set of parameters that may intersect but not duplicate traditional groups; groups such as extremely low income, low education levels, mental illness and others also define those most at risk of a homeless experience.

Describe the Nature and Extent of Unsheltered and Sheltered Homelessness.

According to the 2019 PIT Count and the US Census Bureau, the homeless population of Marion County includes:

- Ages between 10 and 82 years
- Forty-eight first time; 59 more than 365 days; 15 more than 4 times per year; and, the highest number of years to have been homeless at 24 years.
- The majority of the homeless population is single males, followed by households of 2; only 3 had households of more than 5 persons
- Nine individuals were fleeing abuse
- Forty-six were receiving disability benefits; 86 had physical disabilities; 71 had psychiatric or emotional conditions; and 60 had substance abuse issues

Discussion:

The annual PIT counts continue to be the strongest source of homeless data for Marion County. Over the past five years, the count has fluctuated, with 2014 being the highest and 2018 the lowest. It is hard to attribute the drop in the number of homeless to any one reason, but the improvements in communication, use of the HMIS system, and the coordination of services certainly play a large role. The only significant increase in homeless populations is in the number of families with a 144% increase between 2011 and 2016 (according to the Florida Housing Coalition Marion County Home Matters Report of 2017; (https://www.marioncountyfl.org/home/showdocument?id=13917).

In order to meet the need of affordable housing for the homeless, Marion County must increase its supply of rental units, including permanent supportive housing and rapid re-housing. Continuing to

require agencies that receive HUD dollars to follow the Housing First model and other proven best practices, Marion County should be able to continue seeing drops in the homeless population numbers.

Marion County's low-income households continue to struggle with high housing costs. Low-income households are further burdened by transportation costs, and homelessness is of particular concern to family households.

The PPI study recommends emergency shelters and transitional programs lower the barriers to entry by reducing or eliminating drug testing, criminal background checks (with the exception of sex offenders at family shelters), sobriety requirements, time limits, treatment compliance requirements, employment requirements, and program fees. They also recommend the limited use of motel vouchers, to be utilized only when all emergency beds are full; and focusing emergency shelter and transitional program services on permanent housing placement, including housing navigation, access to coordinated entry, and housing-focused case management.

NA-45 Non-Homeless Special Needs Assessment - 91.405, 91.205 (b,d)

Introduction

Marion County has a long track record of funding, promoting and supporting organizations and public agencies that provide services to low-income persons with special needs. Non-homeless persons with special needs often require supportive housing and case management services which allow them to live independently and avoid homelessness or institutionalization. Through its use of Community Development Block Grant (CDBG) funds and State Housing Initiative Program (SHIP) funding, Marion County will continue to prioritize and provide resources to local providers of non-homeless special needs populations when, and if, available. Both CDBG and SHIP funds have been used to rehabilitate housing for special needs populations. Over the past five years, Marion County has awarded grants to agencies that specifically work with special needs populations: Transitions Life Center serving mentally and developmentally disabled adults; Advocacy Resource Center of Marion County serving persons with intellectual and developmental disabilities; Marion County Senior Services that provides support and referrals for seniors in need; and, Veterans Helping Veterans serving disabled veterans. Similarly, CDBG funding has been used by various organizations to support fair housing laws as well as advocating for additional accessible housing. Marion County will continue to support nonprofit agencies when applying for federal and state funding to create or improve housing and supportive services for subpopulations that are not homeless but may require housing or supportive services.

Describe the characteristics of special needs populations in your community:

Elderly: In 2016, the median age of all people in Marion County was 48.6 years. Data indicates that 25.8% of the population are over 65 years of age. Native-born citizens, with a median age of 47.4 years, were generally younger than foreign-born citizens, with a median age of 55. The median age in Florida is approximately 41.6, with a slight gap in gender at 51.1% females and 48.9% males in the state.

According to the Department of Elder Affairs, State of Florida "2017 Profile of Older Floridians in Marion County"
(http://elderaffairs.state.fl.us/doea/pubs/stats/County_2017_projections/Counties/Marion.pdf), 9.4% of the elderly population (60 and older) live below the poverty guideline. The highest growth rate is for the 60+ population. 31,644 60+ are medically underserved; 27,155 live alone; 48.6% receive SNAP or food stamps; 19,385 have one type of disability and 20,321 have two or more disabilities. Marion County has 1,380 skilled nursing facility beds, and in 2017, had 281,223 Medicaid patient days in skilled nursing facility beds. There are 28 home health agencies; 44 companion service companies, 32 assisted living facilities with a total of 1,944 beds and 1 adult day care facility with 30 beds. 11,121 Marion County residents are age eligible for Medicaid.

Mental Health: Overall, the State of Florida is ranked 32nd in the ranking of states with prevalence of mental illness and access to care. According to the Florida Department of Health in Marion County, one of the factors that affects the mental health of residents is the problem with the intersection of mental health, law enforcement and the criminal justice system. Mental/behavioral health was ranked the most difficult to obtain by residents. In the 2019 Marion County Community Health Survey, 16.8% of respondents said they didn't get the mental health care they needed due to cost, appointment availability, and lack of providers, insurance issues, transportation issues and caregiver responsibilities. In Marion County, there is one Mental Health professional for every 100,000 people.

The rate of emergency department visits per 1,000 people for mental health reasons displayed has been decreasing in recent years in Marion County, a decrease also seen across the state. Hospitalizations for mental health reasons for all ages has decreased slightly, but increased for those 0-17 years of age. Suicides by those between 15 and 20 years of age has seen an increase. Domestic violence offense rates have trended downward, but continue to have a 33.2% higher rate than the rate for Florida as a whole.

The Baker Act is a legal procedure whereby persons with mental health issues who have been deemed to be a danger to themselves or others may be mandated to undergo an involuntary mental health exam. Marion County numbers for individuals being “Baker Acted” reflect the overall Florida average of 850+ per 100,000 persons (Marion County, 830 per 100,000).

What are the housing and supportive service needs of these populations and how are these needs determined?

As the median property value in Marion County is $127,000, and the largest demographic living in poverty is Males aged 55-64, affordable housing is of prime concern for the elderly of low- to moderate-income.

By using CDBG funds for rehabilitation of existing owner occupied homes, the elderly and those families with special needs members are able to make repairs and upgrades in order to stay in their home, including building handicapped ramps. Under HOME and SHIP, Marion County offers purchase assistance to the elderly and those with special needs to become homeowners and live in safe, affordable homes.

According to the Marion County Steering Committee for Health's May 2019 "Health Needs Assessment", generational poverty, lack of affordable housing and homelessness, and lack of understanding of the issues are major factors affecting Marion County. A major economic factor is that the mobile home housing stock is in poor condition. Affordable housing is ranked as the number 5 factor that contributes to a healthy community. In a survey to county residents in need of medical care, affordable utilities was the second biggest challenge, followed by housing as number six.

Discuss the size and characteristics of the population with HIV/AIDS and their families within the Eligible Metropolitan Statistical Area:

According to the WellFlorida Council website, HIV Care Programs (https://hivcareprograms.org/), is an optimal resource built to educate the public about healthcare and support services for people living with HIV in North Central Florida (including Marion County), HIV prevention and how to stay healthy. Services include Housing Opportunities Program (HOP), assisting HIV-positive persons with temporary assistance for housing needs and to prevent homelessness.

According to FLHealthCharts.com, in 2017 Marion County had 1,121 residents testing positive for HIV. The ratio of Black rate to White rate was 4.5:1. Reported AIDS cases ratio is even higher at 6.1:1.

According to HIV.gov website, there are 6 health centers that treat and test for HIV. There are 4 Ryan White care centers, 1 mental health center, 4 substance abuse centers and 2 family planning centers. There are no housing assistance centers.

Discussion:

According to the US Census Bureau, ACS 2009-2013, Marion County compares less favorably to Florida as a whole in income by race/ethnicity. Marion County's income levels are between 10 to 20 percent lower than the comparable Florida averages. The national trend of income disparity between Whites, Blacks and Hispanics is also reflected in Marion County. When there is lower income, there may be less disposable income for things such as preventive healthcare, better nutrition and transportation options.

Nearly 20% of Marion County residents are in poverty, with a particularly distressing high rate of children in poverty, 30.1%.

Since 2004, Marion County has mirrored the trend in Florida in unemployment. In 2014 the rate was 7.2 compared to Florida at 6.1. Marion County was surpassed the rates of public assistance for Florida in the categories of households with social security income; households with supplemental security income; and households with food stamps.

NA-50 Non-Housing Community Development Needs - 91.415, 91.215 (f)

Describe the jurisdiction's need for Public Facilities:

In order to determine public facility needs, Community Services' staff performed an assessment of prior program year projects and the direct impact on beneficiaries. The demand for public facilities in Marion County is also determined by applications received through an ongoing application process. A comprehensive review of past accomplishments, input received through citizen participation efforts, and applications for funding identified shelter renovations/construction, soup kitchen construction and renovation, public building renovation, and supportive housing renovations.

Community Services has noted an increase in agencies returning for more funding on projects funded previously, (i.e. first a roof, now a floor). To be better stewards of HUD funds, Community Services is not awarding the full amounts requested, but are having the agencies contribute up to 50% of the requested renovation funds. They are also required to present a capital funding plan for future maintenance and repair issues, and quarterly financial reports to track financial capacity.

Due to the daily threat to the quality of the water in the numerous springs in the county, a strong law to protect the springs from invasion by septic runoff was proposed and passed. When enacted, this will increase the cost of replacing old septic systems and installing new ones. This will place a heavy burden on low income neighborhoods. Marion County Community Services will partner with the Utilities Department to offer funding grants for qualified families needing to replace their septic systems. It will also work with low income neighborhoods to improve drainage systems, and with the local CRA to improve lighting and add sidewalks, curbs, and façade improvements.

How were these needs determined?

Through communication and cooperation with the Planning, Utilities and the Growth Services departments, Community Services is able to anticipate needs of the low-income census tracts of the county for streets, utility upgrades, lighting, etc.

Agency public facility projects are noted via applications for assistance, surveys and direct communication with various agencies in the county. In 2018, in response to the Notification of Funding Availability, 7 agencies submitted public facilities applications with 5 approved; in 2017, 8 were received and 3 approved.

In the public survey distributed throughout the community, it was noted that the community needed more senior centers.

Describe the jurisdiction's need for Public Improvements:

There is an evident need for public improvements within Marion County including improvements to public parks, recreational areas, and additional greenway space. The citizen participation process and consultation with various service agencies determined public improvements to be a low priority as far as CDBG funds were regarded. Limited funding only allows the County to address high priority needs. The County depends on funding sources received through other departments, such as Parks and Recreation, to prioritize public improvement projects and possibly address that need. The County is partnering with the Parks and Recreation Department in 2018 and 2019 to construct public bathrooms in a park, Blue Run of Dunnellon, a high use access park to the Rainbow Springs.

In consultation with the Community Revitalization Area (CRA) County staff, improvements to the area known as the Silver Springs area, has been chosen as medium to high priority. An old theme park, Silver Springs, is now owned by the State of Florida but sits vacant and unused. The neighboring businesses, motels and neighborhoods have declined over the years. These improvements will be costly and time consuming, more than Community Services can support alone. Because of this, projects will be phased for Community Services, starting with adding Public Street lighting, and doing business façade upgrades. Phase Two will include owner occupied home rehabilitation and/or reconstruction. It is being discussed to make a part of the CRA a Neighborhood Revitalization Strategy Area. Please see accompanying map.

In the public survey distributed through the community, it was noted that the community needed improved infrastructure (e.g., water, sewer, streets).

How were these needs determined?

Community Service's staff members personally toured the CRA. Ongoing meetings and consultations with CRA staff and the Planning department have assisted in creating plans for improvements based on current needs.

A one page survey was distributed throughout the community; 171 total responses were received.

Describe the jurisdiction's need for Public Services:

How were these needs determined?

Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview:

As required by federal regulations found in 24 CFR 91.210 - The Housing Market Analysis must describe the significant characteristics of the jurisdiction's housing market, including the supply, demand, and condition and cost of housing, and the housing stock available to serve persons with disabilities; and, to serve other low-income persons with special needs, including persons with HIV/AIDS and their families.

According to the American FactFinder's American Community Survey (ACS) Demographic and Housing Estimates the following statistics for Marion County (2010 census data) are:

According to 2013-2017 ACS 5-Year Estimates, the total population is 343,778; median age 48.5; 97.5% were considered a household; 2.5% of the population were institutionalized (group quarters, hospitals; jails); 67% were a family unit; 32% were a nonfamily household; 26.7% lived alone; 25% of households had children under 18 years; and 42% had individuals over 65 years. However, based on DataUSA, the current population is higher at 349,020, an average increase of 10% over eight years as of 2018. Based on the average increase, we can anticipate a population of 354,335 by 2020 and 410,612 by 2029.

Of 164,050 total housing units, there was a 4.3% homeowner vacancy rate, compared to rental vacancy rate of 14%. The average household size of owner-occupied units was 2.28 and 2.55 persons for renter-occupied units.

According to HomeValue.com (https://www.homevalue.com/), the 2018 average price of homes sold in Marion County is $138,233, an increase of 2.95% over 2017 prices. The average list price is $297,208. There was a slight dip in home value appreciation in late 2017 but that leveled out in 2018. Based on an analysis for Multiple Listing Service statistics for home sales in Marion County, it is forecast for a continued stable and balanced housing market for the first three quarters of 2019 with inventory slowly growing and prices increasing in the 4 to 5 percent range.

In 2019, according to RealtyTrac (https://www.realtytrac.com/), 1 in every 1,104 homes faced a foreclosure. 35% of those homes went to auction and 12.6% are bank-owned. The .09% of foreclosures in Marion County was slightly higher than the .07% average for Florida, but much higher than the .04% for the entire county.

At a median price of $25,925, mobile (manufactured) homes make up 22% of the housing units in the county. Mobile homes depreciate quickly especially if the home is located in a mobile home park and the lot is not owned by the homeowner. Because the definition of "real property" is land and anything attached to it permanently, mobile homes are considered personal property and not real property. Typically, financing a mobile home is costlier than a "stick-built" home. They have higher interest rates

and shorter mortgage loan terms. Mobile homes in Marion County are especially susceptible to hurricane damage.

MA-10 Housing Market Analysis: Number of Housing Units - 91.410, 91.210(a)&(b)(2)

Introduction

In 2013-2017, according to HomeValue.com (https://www.homevalue.com/), the median property value for owner-occupied houses in Marion County, Florida was $119,200.

Of the owner-occupied households, 49.6% had a mortgage. 50.4% owned their houses "free and clear," that is without a mortgage or loan on the house. The median monthly housing costs, which includes principal, interest, insurance and taxes, for owners with a mortgage was $1,046 and for owners without a mortgage it was $356.

For renter-occupied houses, the median gross rent for Marion County, Florida was $839. Gross rent includes the monthly contract rent and any monthly payments made for electricity, gas, water and sewer, and any other fuels to heat the house.

Households that pay over thirty percent of their income on housing costs are considered cost-burdened. In 2013-2017 in Marion County 33.2% of owners with a mortgage, 11.4% of owners without a mortgage, and 50.4% of renters were cost-burdened households.

All residential properties by number of units

Property Type	Number	%
1-unit detached structure	105,155	66%
1-unit, attached structure	4,220	3%
2-4 units	6,695	4%
5-19 units	6,655	4%
20 or more units	2,313	1%
Mobile Home, boat, RV, van, etc	34,740	22%
Total	***159,778***	***100%***

Table 28 – Residential Properties by Unit Number

Data Source: 2011-2015 ACS

Unit Size by Tenure

	Owners		Renters	
	Number	%	Number	%
No bedroom	239	0%	884	3%

	Owners		Renters	
	Number	%	Number	%
1 bedroom	1,625	2%	3,845	12%
2 bedrooms	29,285	30%	12,720	41%
3 or more bedrooms	66,950	68%	13,539	44%
Total	***98,099***	***100%***	***30,988***	***100%***

Table 29 – Unit Size by Tenure

Data Source: 2011-2015 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 towards extremely low, low, 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 105,155 units accounting for 66% of the housing stock. The next largest property type is mobile home, boat, RV, van, etc. accounting for 34,740, or 22% of the entire housing stock. Although this number has decreased since the 2010 data, it still remains a high percentage of the housing stock and is often not a suitable living environment. Marion County residents continue to be households seeking mobile home rehabilitation/repairs through the County CDBG and SHIP programs. Due to the minimal housing resale value and amount 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. The county cannot assist mobile homeowners located in mobile parks because the homeowner only rents the land. During FY 17-18, there were 38 home purchases using these funds. Under CDBG and SHIP, the County offers owner occupied rehabilitation grants and deferred loans. In FY 17-18, 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 will 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 their Section 8 contracts. OHA continues to provide housing choice vouchers 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.

Due to the threat of liens expiring on a variety of projects assisted, it is expected that single family homes assisted with rehabilitation and/or purchase assistance will revert to market rate units. With the improving economy and tight housing market, affordable rents are expected to rise out of the reach of low-income families. The county provides homeowner purchase assistance to increase the number of available affordable units.

As a result of market demands and economy growth, it is important that Marion County review long term financial market trends to preserve affordable housing for a possible future downturned economy.

Does the availability of housing units meet the needs of the population?

Though Marion County has designed its programs to provide available affordable housing, availability of units does not meet the needs of the population. This is demonstrated by waiting lists for housing choice vouchers, rehabilitation assistance, and homeowner assistance. Lack of funding and interested developers does not allow the County to address all affordable housing needs. Through zoning issues and extensive red tape to convert types of zoning, the ability to produce affordable housing suffers. Marion County is studying implementing affordable housing incentives to developers to include a percentage of affordable units and encouraging inclusive zoning.

Assessing the existing and future housing demand is more complicated than outlining the existing housing supply. In order to determine if the housing market in Marion County meets the needs of the population it must be determined that the relative demand and supply of the real estate market. To determine demand for housing, income, price of housing, cost and availability of credit, consumer preferences, investor preferences, price of substitutes and price of complements must be factored in. The core demographic variable is population size and growth, followed by income and price of housing. The housing supply is determined using land, labor, and various inputs such as electricity and building materials.

The median home value for single-family housing in the County in 2016 was listed at $127,000, lower than both the state and national averages. Property taxes range from $800 to $1,500,000 annually.

Of the current housing stock, 71.5% are owned units. This number has been declining over the past several years, due to the rising costs of homes compared to stagnant income levels.

In 2015, 22% of low income Marion County residents experienced severe cost burdens, paying over 30% of their income to rent and mortgage. It is estimated that 40% of residents are one incident away from losing their home.

In the County's 2015-2019 Analysis of Impediments to Fair Housing, the identified potential impediments were:

- Mortgage lending disparities
- Lack of Fair Housing Act language/notice in advertising for rental units
- Inadequate supply of affordable rental units
- Income barriers to accessible rental housing
- Upfront rental costs
- Language barriers
- Landlord and tenant education

Describe the need for specific types of housing:

From the 2009-2013 ACS data, the total number of residential properties was 159,778, an increase of only 1.6% since 2006-1010 data. With a population growth of 2%, although still low, the number of units available for housing is not keeping up with growth. The largest growth was in one unit detached structures, usually representing homeownership (increase of 2,858 units). The highest percentage of household income in occupied housing units was $50,000 to $74,000 of which 21.7% owned and 15% rented. The largest income category for renters was $35,000 to $49,000, while for owners it was the $50,000 to $74,999 level. With 25% of the population making under $25,000, the need for affordable rental units is evident.

Discussion

In 2013-2017, Marion County, Florida had a total of 166,357 housing units. Of these housing units, 68.8% were single-family houses either not attached to any other structure or attached to one or more structures (commonly referred to as "townhouses" or "row houses"). 9.7% of the housing units were located in multi-unit structures, or those buildings that contained two or more apartments. 21.4% were mobile homes, while any remaining housing units were classified as "other," which included boats, recreational vehicles, vans, etc.

1.9% of the housing inventory was comprised of houses built since 2010, while 1.7% of the houses were first built in 1939 or earlier. The median number of rooms in all housing units in Marion County was 5.2 rooms and of these housing units, 59.1% had three or more bedrooms.

In 2013-2017, Marion County had 134,747 housing units that were occupied or had people living in them, while the remaining 31,610 were vacant, or 23%. A large portion of this vacancy rate is due to part-time owners, or "snowbirds". Of the occupied housing units, the percentage of these houses occupied by owners (also known as the homeownership rate) was 75.3% while renters occupied 24.7%. The average household size of owner-occupied houses was 2.42 and in renter-occupied houses it was 2.66 persons.

Ten percent of householders of these occupied houses had moved into their house since 2015, while 3.1% moved into their house in 1979 or earlier. Households without a vehicle available for personal use comprised 5.1% and another 12.7% had three or more vehicles available for use.

The number of one and two bedroom units for owners has dropped but for rental units has increased. Fair Market Rent rates for all size units has increased an average of 116% since 2015.

MA-15 Housing Market Analysis: Cost of Housing - 91.410, 91.210(a)

Introduction

According to the Florida Trend report, the median income of households in 2018 in Marion County was $41,964. An estimated 7.5% of households had income below $10,000 a year and 2.2% had income over $200,000. Households that pay 30% or more of their income on housing costs are considered cost-burdened. In 2013-2017, cost-burdened households in Marion Count accounted for 33.2% of owners with a mortgage, 11.4% of owners without a mortgage, and 50.4% of renters. 6.2% of all rentals in Marion County are between $1,001 and $1,500 per month. The median home listing price is $194,900 in 2019, with an average sale price of $156,900, a 10% percent increase since 2016.

Cost of Housing

	Base Year: 2009	Most Recent Year: 2015	% Change
Median Home Value	0	0	0%
Median Contract Rent	0	0	0%

Table 30 – Cost of Housing

Data Source: 2005-2009 ACS (Base Year), 2011-2015 ACS (Most Recent Year)

Rent Paid	Number	%
Less than $500	9,888	31.9%
$500-999	19,024	61.3%
$1,000-1,499	1,770	5.7%
$1,500-1,999	150	0.5%
$2,000 or more	215	0.7%
Total	***31,047***	***100.1%***

Table 31 - Rent Paid

Data Source: 2011-2015 ACS

Housing Affordability

% Units affordable to Households earning	Renter	Owner
30% HAMFI	1,150	No Data
50% HAMFI	4,153	9,150
80% HAMFI	15,243	24,586
100% HAMFI	No Data	36,025
Total	***20,546***	***69,761***

Table 32 – Housing Affordability

Data Source: 2011-2015 CHAS

Monthly Rent

Monthly Rent ($)	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Fair Market Rent	602	674	815	1,092	1,191
High HOME Rent	602	655	788	901	986
Low HOME Rent	467	501	601	694	775

Table 33 – Monthly Rent

Data Source: HUD FMR and HOME Rents

Is there sufficient housing for households at all income levels?

Homeownership continues to dominate the housing market in Marion County, at 76%. According to Florida Trend (https://www.floridatrend.com/), Marion County's poverty rate in 2017 was 16.1%. The median income of households in Marion County was $41,964. They estimate that 7.5% of households had income below $10,000 a year and 2.2% had income over $200,000. With the average rent over $1,000 it is impossible for almost 20% of the county to afford their rent. A renter would need to make $3,330 per month to make the $1,000 a month rent affordable (not pay over 30%). As the housing market continues to grow, the cost of both rent and home purchase is rising beyond the capability of almost one quarter of the residents of Marion County.

How is affordability of housing likely to change considering changes to home values and/or rents?

The current real estate market is a rated as "very hot" by Zillow (https://www.zillow.com/), which leads to increased competition for the small number of affordable homes. With property values continuing to rise, this market is expected to get tighter. The average home value increased 10.9% in one year and this trend is expected to continue.

According to the Ocala/Marion County Multiple Listing Service (https://www.omcar.com/community/local-market-statistics/), there is a very limited supply of rental units in the $750-900 range, which falls within fair market rent for 2-3 bedroom units. There is a large demand for rental units in this price range due to the fact that rental rates above $1,000 are not reasonably affordable to low-income families. According to the table on page 48 (Units Size by Tenure),

there are 11,589 rental units that are at least three-bedroom in Marion County. This does not, however, mean that low-income families can afford to live in those units. Many are forced to reside in two-bedroom units not conducive to family size and this causes overcrowding. In addition, hefty deposits, moving costs, and utility costs continue to pose a challenge in finding affordable rental housing.

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 local market is sustaining rental rates higher than HUD's published HOME/Fair Market rents. Though OHA provides Housing Choice Vouchers and has several subsidized housing developments, higher area median rents may indicate the need to involve more landlords in our housing assistance programs. Landlord participation in subsidized housing programs is essential in maintaining affordable rental housing. In addition, the County will continue with its homeownership assistance and housing rehabilitation programs to provide ownership opportunities and preserve existing affordable housing.

The County has recognized the huge need for affordable rental units, from permanent supportive to total independence. The County has developed plans to recommend all newly constructed rental developments contain a percentage of permanent supportive units. The County also is negotiating to implement a policy that all new housing projects contain a percentage of affordable homes, but may be impeded by proposed Florida House Bill 7103, prohibiting mandatory housing ordinances. Future plans include developing a rental complex of 40-60 units for low income seniors and special needs populations, renovate 4-6 unit complexes for affordable rentals and funding the renovation of affordable housing for disabled veterans.

Discussion

According to the Florida Housing Coalition Home Matters report of 2017, workers in most of the Ocala/Marion County metro's most common occupations, including nursing assistants, do not earn enough for a 1-bedroom apartment at fair market rent. Ocala and Marion County's median renter income of $26,807 is not enough to afford a median priced rental unit. There are nearly twice as many low-income, not cost-burdened households as there are homesteaded sales below the median sales price, suggesting a lack of inventory of moderately priced homes.

MA-20 Housing Market Analysis: Condition of Housing - 91.410, 91.210(a)

Introduction

The following section outlines “selected” housing conditions as defined by the Census. These conditions are generally considered identifiers of substandard housing, although the last two conditions on the list relate to the household, not the housing unit. The Census defines a “selected” condition as:

• Lacking complete plumbing facilities

• Lacking complete kitchen facilities

• More than one person per room

• Housing costs greater than 30% of household income

An analysis of these items was completed in the Needs Assessment, which showed that cost burden was the most common condition in Marion County.

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 only slight defects which 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:

- Safe electrical wiring system adequate for lighting and other normal electrical devices.
- Heating system capable of sustaining a healthful temperature (consistent with normal, year round climatic conditions).
- Separate, well-lighted and ventilated bathroom that provides user privacy and contains a sink, commode and bathtub or shower stall.
- Appropriate, sanitary and approved drainage system.
- 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.
- Be free of any barriers that would preclude ingress or egress if the occupant is handicapped.

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 cost estimate of repairs will be 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% of the just value as determined by the property appraisal or appraisal dated within 6 months of application. Such units are not eligible.

Condition of Units

Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
With one selected Condition	24,980	25%	14,065	45%
With two selected Conditions	510	1%	925	3%
With three selected Conditions	0	0%	70	0%
With four selected Conditions	0	0%	0	0%
No selected Conditions	72,610	74%	15,940	51%
Total	***98,100***	***100%***	***31,000***	***99%***

Table 34 - Condition of Units

Data Source: 2011-2015 ACS

Year Unit Built

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
2000 or later	32,075	33%	8,000	26%
1980-1999	43,765	45%	13,495	44%
1950-1979	20,135	21%	8,585	28%
Before 1950	2,138	2%	924	3%
Total	***98,113***	***101%***	***31,004***	***101%***

Table 35 – Year Unit Built

Data Source: 2011-2015 CHAS

Risk of Lead-Based Paint Hazard

Risk of Lead-Based Paint Hazard	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Total Number of Units Built Before 1980	22,273	23%	9,509	31%
Housing Units build before 1980 with children present	9,793	10%	5,123	17%

Table 36 – Risk of Lead-Based Paint

Data Source: 2011-2015 ACS (Total Units) 2011-2015 CHAS (Units with Children present)

Vacant Units

	Suitable for Rehabilitation	Not Suitable for Rehabilitation	Total
Vacant Units	0	0	0
Abandoned Vacant Units	0	0	0
REO Properties	0	0	0
Abandoned REO Properties	0	0	0

Table 37 - Vacant Units

Data Source: 2005-2009 CHAS

Describe the need for owner and rental rehabilitation based on the condition of the jurisdiction's housing.

The majority of Marion County's housing stock was built between 1950 and 1999, with single-unit detached housing accounting for 66% of units followed by mobile homes at 23%. It is estimated that less than 10% of vacant units meet the definition of "substandard, not suitable for rehabilitation". If there is a high number of "other vacant" units (held off the market for repairs, owned by an elderly person no longer living there, units the owner does not wish to rent or sell, or units involved in legal disputes) this may indicate distress or inefficient use of housing stock. In 2015, Marion County had 10,379 such units, approximately 4.1% of all housing units.

Since these units are generally off the market, they do not serve to moderate housing prices by expanding the supply. However, deteriorated or foreclosed "other vacant" units are likely to depress neighboring home values and contribute to local perceptions that a neighborhood is declining. Marion County anticipates a comprehensive housing strategy to include an effort to return abandoned and dilapidated "other vacant" housing units to productive use, both to expand the affordable housing supply and revitalize neighborhoods, while concurrently constructing new affordable houses on vacant land parcels.

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

Housing units built before 1978 may have used lead based paint, which poses a serious health hazard if not taken care of properly. Currently, 31% of the housing stock in Marion County was constructed before 1978 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 inhabitable. Marion County requires any home that was built prior to 1978 that will be renovated, purchased or demolished be tested by a Lead Based Paint certified and licensed inspector. The number of units built before 1980 with children present has decreased dramatically since 2010.

Discussion

MA-25 Public And Assisted Housing - 91.410, 91.210(b)

Introduction

The Ocala Housing Authority (OHA) is an independent agency and does not fall under the purview of either the City of Ocala or Marion County governmental agencies. OHA has been a HUD certified housing counseling agency since 2000. OHA was recertified and awarded grant funds to continue services as a certified housing counseling agency. OHA provides both homeownership and rental housing counseling. Counseling includes information on how to become a homeowner, fair housing rights, credit counseling and foreclosure prevention.

OHA manages approximately 2,142 subsidized rental units, including Section 8 and Section 202 units in various developments. OHA is the only agency in the County to receive Section 8 housing assistance program funding. The purpose of the Housing Choice Voucher Program is to promote adequate and affordable housing, economic opportunity, and a suitable living environment free from discrimination. Rents associated with the federal developments are in accordance with HUD regulations and are 30% of the total income of the household. This is monitored through a yearly income verification to determine any income changes. Eligible applicants are those whose income is within the limits as determined by HUD.

Totals Number of Units

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									
***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**									

Table 38 – Total Number of Units by Program Type

Data Source: PIC (PIH Information Center)

Describe the supply of public housing developments:

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 remained occupied and currently there are 800 residents on the public housing waiting list.

OHA maintains the upkeep of the properties via private vendors and a maintenance staff. The units are maintained to a high level as expected via the HUD REAC inspections for suitability. OHA also maintains a five year 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 the Authority's most recent five year CIP plan. However, overall lack of funding restricts not only what the Authority can accomplish but how soon it can be accomplished.

Public Housing Condition

Public Housing Development	Average Inspection Score

Table 39 - Public Housing Condition

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 low to moderate income family's move from being renters to home owners. OHA is increasing the number of families that it services in its Family Self Sufficiency (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.

Discussion:

Low-income public housing residents largely depend on local housing authorities for access to affordable housing and related services due to credit and other issues that may keep them out of other rent assisted and market rental units. The purpose of public housing authorities (PHA) is to ensure safe, decent, affordable housing and to create opportunities for resident's self-sufficiency and economic independence. OHA is currently the only public housing authority in Marion County managing almost 216 public housing units and over 1,926 housing choice vouchers. Affordable housing is the greatest need throughout the County evidenced by over 2,170 applicants on the public housing waiting list. The need for additional affordable housing units is crucial for Marion County residents, but the lack of affordable land and contractors willing to develop affordable housing is a barrier.

MA-30 Homeless Facilities and Services - 91.410, 91.210(c)

Introduction

The County participates in the Ocala/Marion County Continuum of Care (CoC) and supports efforts to address the needs of homeless persons and persons with special needs that are not homeless but require supportive housing through its relationship with the consortium and with the Marion County Homeless Council. Currently, County staff sit on the Board of Directors for the Homeless Council, attend all consortium meetings, and collaborates when possible in homeless and special population needs projects and activities. The County supports private non-profit organizations whose mission is to provide temporary and transitional housing for homeless persons, persons at risk or being homeless, or persons with special needs.

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)	100	0	30	16	0
Households with Only Adults	82	0	20	5	0
Chronically Homeless Households	0	0	12	0	0
Veterans	0	0	0	0	0
Unaccompanied Youth	0	0	0	0	0

Table 40 - Facilities Targeted to Homeless Persons

Alternate Data Source Name:
PIT
Data Source Comments: 2018

Describe mainstream services, such as health, mental health, and employment services to the extent those services are use to complement services targeted to homeless persons

The case managers within the single adult and family emergency shelters, the one domestic violence shelter and the one shelter for unaccompanied minors are well versed on the availability of mainstream services for homeless persons. However, such services are not always adequate to fill the need. For the homeless who are not in a sheltered environment, services are even harder to obtain. Marion County's health care system is considered very good for emergency care for homeless persons, but not as adequate for treatment of chronic illness. One shelter that provides medications to those who cannot afford them is usually heavy burdened by the demand. Agencies provide excellent mental health care, but it is hard to treat homeless individuals, arrange proper medical follow up, and assure they remain on needed medications and treatment regimens. Employment services are difficult to target to unsheltered homeless persons. The SSI/SSDI Outreach, Access and Recovery (S.O.A.R.) program of Substance Abuse and Mental Health Administration Association (SMASHA) is a free but intense training program for volunteer and professional staff who work with the homeless and is being used by the lead agency of the CoC, the Homeless Council. They learn to assist homeless persons in applying for SSI/SSDI benefits for which many of them are eligible. When those who are qualified receive these benefits agencies then have a financial tool, if the client is willing to assist, to obtain shelter for these persons. One agency, FreeDOM clinic, offers free dental, optical and medical care, free counseling, immunizations, testing and health education for low income, no income, uninsured and underinsured Marion County residents.

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 one dormitory for homeless men, one for homeless women, and a small number of family rooms at the Center of Hope of the Salvation Army in downtown Ocala. Interfaith Emergency Services, a few blocks away, has a number of rooms and small units for families to shelter in. A limited number of beds for homeless minors exist at Arnette House, and there is one domestic violence shelter for adults and children displaced from shelter due to domestic violence. There are three transitional housing programs for single mothers: Shepherd's Lighthouse, Hands of Mercy Everywhere and Project Hope, and 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 & chronically homeless families. Subsidized Public Housing is difficult to obtain for individuals in many categories.

Out of 571 total homeless persons (PIT 1/25/18), 173 or 30% are chronic. This population requires specialized case management, but must remain housing focused. Marion County has seen an increase in student homelessness, those who are doubled up or living in hotels or motels due to family's loss of

housing or economic hardship. These numbers indicate a need to address this population in its policy and program priorities.

Eligible Marion County residents may receive financial assistance for rent payments or deposits, utility payments or deposits, mortgage payments, to either prevent individuals or families from becoming homeless, or to help those who are experiencing homelessness to be quickly re-housed and stabilized. Additional available services include emergency and transitional shelters, food pantries, soup kitchens, prescription assistance and other needed services to help individuals and families meet their basic needs.

MA-35 Special Needs Facilities and Services - 91.410, 91.210(d)

Introduction

According to the "Culture of Health: Marion County" report by the Marion County Hospital District, Marion ranks 47th in the state (out of 67) for health, and the top 3 causes of death in 2016 were heart disease, cancer and unintentional injury.

Neither the County nor the City receive HOPWA funds and FY 2013 was the first year that Marion County received ESG funds directly. The Marion County Homeless Council is the primary resource for special needs and housing services, however, Marion County does support and fund non-profit agencies that serve special needs populations, such as Transitions Life Center and ARC of 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

Elderly Residents

According to the Florida Department of Elder Affairs, the number of elderly persons (age 65+) in Marion County is 28.4% of the population. Approximately 13% of the total population is 75 years or older and 3.5% are 85 years or older.

Approximately 9.4% of the elderly population lives at or below the poverty level. 31,644 over 65 are medically underserved and almost 20,000 elderly 60+ live alone. It is estimated that almost 11% of elderly households are considered cost burdened paying above 30% for housing and having incomes below 50%.

Much of the housing stock in rural Marion was built in the early 1960's and now requires rehabilitation to eliminate hazardous conditions and barriers. In the incorporated and developed areas, newer housing stock was built from the 1990's 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 unless

they can obtain some type of assistance. The continuation of affordable housing rehabilitation programs is crucial to maintaining a safe housing stock for older homeowners.

Elderly Facilities & Supportive Services

Affordable rental housing for the elderly in Marion include units available through the Ocala/Marion Housing Authority, apartment complexes with low rents, and those complexes with market rate rents that are subsidized through government programs.

There are 32 assisted living facilities and 10 skilled nursing facilities in Marion County. There is only 1 adult day care, but 44 companion service companies.

Chronically Ill Residents

The leading chronic diseases in Marion County are cardiovascular, cancer, diabetes, and respiratory. The top 3 leading causes of death are heart disease, cancer and unintentional injury. In 2015 there was a sharp increase in the number of deaths from Alzheimer's disease.

supportive housing needs cont.

Developmentally & Physically Disabled Severe Mental Illness & Substance Abuse

Hospitalizations for mental disorders between 2014-16 reached 7,684, with 263 under 18. In 2016 17.5% of adults engaged in heavy or binge drinking. The housing needs of the disabled, mentally ill, those suffering from substance abuse, and the dually diagnosed vary widely depending upon the extent of the disability and individual needs and preferences. Whereas, the physically disabled many only require structural modifications for accessibility, persons with developmental disabilities, severe mental illness, alcohol and/or drug addiction, or the dually diagnosed often require housing with more intensive supportive services.

Resources in Marion County include The 2-1-1 Association for free, confidential information and referral services; Arnette House Residential Services with 24 hour emergency youth shelter for children 10-17; various behavioral health services offering counselling and training.

HIV/AIDS

According to the Florida Department of Health 2017 statistics, there were 1,121 persons living with HIV, or 3.1% of the population. There is a lack of official data on the housing needs of this population. The Florida Health Charts for 2017 shows approximately 1,121 presumed living HIV/AIDS cases in Marion County. There were 14 deaths from HIV/Aids in 2017. HIV cases in Marion County are below the state wide levels. The number of cases has held steady since 2009, ranging from a low of 33 in 2014 to a high

of 42 in 2017. Although Marion does not receive Housing Opportunities for People with AIDS (HOPWA) funds directly, HOPWA funds are set aside at the State level for counties to share. Area agencies compete for these funds on a yearly basis.

Elderly Facilities & Supportive Services

Upscale Retirement/Independent Living Facilities are designed for individuals who are relatively independent; financially, physically and socially. These mid-sized to large campus style communities offer a wide variety of activities and conveniences for the residents.

Affordable rental housing for the elderly in Marion include units available through the Ocala/Marion Housing Authority, apartment complexes with low rents, and those complexes with market rate rents that are subsidized through government programs.

There are 32 assisted living facilities and 10 skilled nursing facilities in Marion County. There is only 1 adult day care, but 44 companion service companies.

Chronically Ill Residents

The leading chronic diseases in Marion County are Cardiovascular disease, cancer, diabetes, and respiratory diseases. The top 3 leading causes of death are heart disease, cancer and unintentional injury. In 2015 there was a sharp increase in the number of deaths from Alzheimer's disease. The Florida Health Charts for 2017 shows approximately 1,121 presumed living HIV/AIDS cases in Marion County. There were 14 deaths from HIV/Aids in 2017. HIV cases in Marion County are below the state wide levels. The number of cases has maintained steady since 2009, ranging from a low of 33 in 2014 to a high of 42 in 2017. Although Marion does not receive Housing Opportunities for People with AIDS (HOPWA) funds directly, HOPWA funds are set aside at the State level for counties to share. Area agencies compete for these funds on a yearly basis.

supportive housing needs -2 cont.

Developmentally & Physically Disabled Severe Mental Illness & Substance Abuse

Hospitalizations for mental disorders between 2014-16 reached 7,684, with 263 under 18. In 2016 17.5% of adults engaged in heavy or binge drinking. The housing needs of the disabled, mentally ill, those suffering from substance abuse, and the dually diagnosed vary widely depending upon the extent of the disability and individual needs and preferences. Whereas, the physically disabled many only require structural modifications for accessibility, persons with developmental disabilities, severe mental illness, alcohol and/or drug addiction, or the dually diagnosed often require housing with more intensive supportive services.

Resources in Marion County include The 2-1-1 Association for free, confidential information and referral services; Arnette House Residential Services with 24 hour emergency youth shelter for children 10-17; various behavioral health services offering counselling and training.

HIV/AIDS

According to the Florida Department of Health 2017 statistics, there were 1,121 persons living with HIV, or 3.1% of the population. There is a lack of official data on the housing needs of this population.

Describe programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing

Annie Johnson Senior Center in Dunnellon provides emergency food assistance and utility assistance. St. Theresa/St. Vincent DePaul Society provides emergency food assistance, utility and financial assistance for the Belleview area. A similar service for emergency food assistance in the Forest 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)

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 consortia plan to acquire, construct and renovate rental affordable housing for the county residents. The City of Ocala has a strong single family, owner-occupied rehabilitation program using HOME funds. Community Services plans to acquire multi-unit complexes and maintain a percentage of the units for permanent supportive clients in partnership with an agency that will provide case

management. Utilizing surplus property from the county, Community Services will rehabilitate one house, demolish and clear two mobile homes and replace with new manufactured homes on five lots. Three of these will be reserved for permanent supportive housing.

Community Services has submitted a substantial amendment to its 2014-2019 Consolidated Plan to include Tenant Based Rental Assistance to its HOME and ESG funding. This service was implemented in 2018 to assist homeless persons both that need permanent supportive housing, and those that don't in partnership with the City. The Consortia will work with a local homeless agency to build a community "Pavilion" for the homeless to access during the day for various services. Community Services will assist an agency to acquire and renovate a complex of buildings that will be used to serve clients with various needs, from housing to HIV testing.

MA-40 Barriers to Affordable Housing - 91.410, 91.210(e)

Describe any negative effects of public policies on affordable housing and residential investment

Land use regulations, complicated impact fees and permitting delays contribute to the high cost of housing in Marion County. According to a report published by The James Madison Institute, higher home prices can be explained by several factors, some of which are out of the control of policy makers and some of which are a direct result of policies adopted by state and local governments. Higher costs for construction labor and materials are other factors outside the control of homebuilders and policy makers that can increase the price of housing.

More stringent building codes which require builders to use different or more materials than they otherwise would lead to higher costs. By levying higher taxes and impact fees on new development or causing delays through a cumbersome and lengthy permitting process or growth management preview process has a direct impact on housing costs. Land use regulations often restrict the amount of developable land and increase the complexity and uncertainly of the permitting process, significantly increasing housing prices.

Marion County has a Transportation Impact Fee, based on the type and/or size of the residential unit. In early 2010 a moratorium on the collection of these fees was placed. It expired in October of 2015. Impact fees are one-time capital charges levied against new development designed to cover the portion of capital costs of infrastructure consumed by the new development. According to the Marion County Planning Department, a single family detached 2,000 sq. ft. home paid $1,397 in impact fees in 2018.

Other barriers the County has faced in achieving goals include having only one certified CHDO . A Community Housing Development Organization (CHDO) is a non-profit organization that is tax-exempt, has a mission of providing affordable housing, a history of serving the community, a board of directors with at least one-third of its members representing the low income community and a demonstrated capacity for carrying out housing projects. HUD requires, in 24 CFR 92.300(a)(1) that at least 15% of a participating jurisdiction’s allocation be set aside for CHDOs to use as developers, sponsors or owners of affordable housing. Other barriers include a lack of affordable rental units; deterioration of mobile homes at a higher rate than site-built homes; aging owner-occupied housing units; barriers to shelter for the homeless; and lack of affordable housing developers.

MA-45 Non-Housing Community Development Assets - 91.410, 91.210(f)

Introduction

The following section outlines the employment, labor force, educational attainment data which informed the priorities in this Plan.

Economic Development Market Analysis

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	1,756	2,136	2	7	5
Arts, Entertainment, Accommodations	11,341	4,684	16	16	0
Construction	6,327	4,051	9	14	5
Education and Health Care Services	15,410	3,105	22	11	-11
Finance, Insurance, and Real Estate	3,935	1,146	6	4	-2
Information	938	78	1	0	-1
Manufacturing	5,459	2,338	8	8	0
Other Services	2,479	991	3	3	0
Professional, Scientific, Management Services	4,382	1,712	6	6	0
Public Administration	0	0	0	0	0
Retail Trade	13,261	5,962	19	21	2
Transportation and Warehousing	2,411	1,037	3	4	1
Wholesale Trade	3,141	1,548	4	5	1
Total	70,840	28,788	--	--	--

Table 41 - Business Activity

Data Source: 2011-2015 ACS (Workers), 2015 Longitudinal Employer-Household Dynamics (Jobs)

Labor Force

Total Population in the Civilian Labor Force	103,503
Civilian Employed Population 16 years and over	91,040
Unemployment Rate	12.02
Unemployment Rate for Ages 16-24	29.77
Unemployment Rate for Ages 25-65	6.68

Table 42 - Labor Force

Data Source: 2011-2015 ACS

Occupations by Sector	Number of People
Management, business and financial	14,344
Farming, fisheries and forestry occupations	3,544
Service	12,254
Sales and office	26,085
Construction, extraction, maintenance and repair	9,234
Production, transportation and material moving	5,305

Table 43 – Occupations by Sector

Data Source: 2011-2015 ACS

Travel Time

Travel Time	Number	Percentage
< 30 Minutes	51,985	62%
30-59 Minutes	25,550	31%
60 or More Minutes	5,770	7%
Total	***83,305***	***100%***

Table 44 - Travel Time

Data Source: 2011-2015 ACS

Education:

Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		
	Civilian Employed	Unemployed	Not in Labor Force
Less than high school graduate	6,705	1,360	8,410

Educational Attainment	In Labor Force		
	Civilian Employed	Unemployed	Not in Labor Force
High school graduate (includes equivalency)	26,835	3,560	16,320
Some college or Associate's degree	27,110	2,644	12,885
Bachelor's degree or higher	13,370	845	5,449

Table 45 - Educational Attainment by Employment Status

Data Source: 2011-2015 ACS

Educational Attainment by Age

	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–65 yrs	65+ yrs
Less than 9th grade	444	800	1,134	2,530	3,840
9th to 12th grade, no diploma	3,949	2,645	2,460	6,900	8,235
High school graduate, GED, or alternative	7,150	9,570	9,385	27,780	30,905
Some college, no degree	4,964	6,630	6,385	16,320	16,595
Associate's degree	1,235	2,420	3,390	7,494	5,485
Bachelor's degree	673	2,620	2,660	8,559	9,295
Graduate or professional degree	80	489	1,195	4,180	6,125

Table 46 - Educational Attainment by Age

Data Source: 2011-2015 ACS

Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	174,499
High school graduate (includes equivalency)	194,002
Some college or Associate's degree	215,481
Bachelor's degree	291,685
Graduate or professional degree	394,363

Table 47 – Median Earnings in the Past 12 Months

Data Source: 2011-2015 ACS

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

Based on Table 43, Sales and Office is the number one sector and has increased since 2010 data by 7.5%. Next is Management, business and financial, with a slight decrease. Ranking third are service sector jobs

with the number increasing by less than 80 people. The leading industry is still Education and Health Care Services with 3,105 jobs for $15,410 people. Overall, the number of jobs since 2010 data has increased by 1.6% with an increase in the workforce by only 1.1%.

Describe the workforce and infrastructure needs of the business community:

The total population in the civilian workforce is 103,503, a decrease of 9% over 2010, with an unemployment rate of 12.2%. Several sectors of workforce have seen a decrease in the number of people entering that category, including construction, extraction, maintenance and repair, and production, transportation and material moving. Even the second largest sector, Management, Business and Financial, has seen a decrease of over 1%.

Marion County is a large county, the 17th largest in Florida out of 67 counties. Because of that, travel time to and from work is a burden to some. 7% of workers have to travel 60 or more minutes to get to and from work. However, the majority of employees, 62% travel less than 30 minutes.

Increasing economic opportunity is a key component to ensuring the viability of Marion County. The County is dedicated to sustaining existing businesses while encouraging new business opportunities that promote job creation. Employment is fundamental to providing financial independence for families and individuals and in providing a stable economic environment.

With education and health care services being the top employers in Marion County, attaining a certain level of education is imperative to obtaining sustainable employment in this area. Top employers include the Marion County School Board and Monroe Regional Medical Center, who typically require a college degree or certification for employment. Though Marion County is home to the College of Central Florida, 52% of residents have not earned a bachelor's degree or above. Only six percent of Marion County residents do not have a high-school diploma, however 1,360 of them are unemployed, suggesting the need for increased education and employment training. Further, as retail is a leading industry in Marion County, hourly rates must be increased for affordable living.

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.

Advocating for large businesses to find their home in Marion County is a good effort as it could create jobs, however, the skills and educational attainment of residents often does not match what large industries require. Focusing on the development of existing industries and on providing better educational opportunities and employment training is vital to Marion County's economic climate.

Marion County included in its Comprehensive Plan that it will strive to sustain and enhance the economic health of the community by supporting economic activities that increase and diversify the economic base, create higher paying job opportunities, support the retention and expansion of current businesses, encourage the relocation of business and industry to and within Marion County, and provide a positive business environment which will allow residents to prosper.

The County's Chamber and Economic Partnership (CEP) has been very active in recruiting business and growing the economy in a variety of ways: they started a business incubator that has successfully helped start several businesses, has actively worked with the City of Ocala and Marion County in the development of business parks, including the most recent agreement with FedEx that located a major distribution hub here.

The Tourist Development Council (TDC) has been instrumental in developing new and updated marketing initiatives for Marion County and the City of Ocala which is key to attracting employers.

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

In the Marion County market, much like most of the rest of the country, that there is a misalignment between the skills employers are needing and the skills of the current workforce. The community at large is making several strategic efforts to align skills training with the needs, create seamless certificate and degree ladders, and recruit individuals to the community who already possess high-demand skills.

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 business community, through the CEP, is working closely with CareerSource CLM (WIB), the College of Central Florida (CF), Marion Technical College (MTC), Marion County Public Schools, and local governments to implement the above strategy of alignment, seamless credential ladders, and recruitment. The target industries for the CEP are the same targets for CareerSource and the same areas of training for the three education providers.

For example, each month there are approximately 1,000 open nursing positions in the Ocala Metro area. The healthcare sector continues to grow and expand creating more demand in this area. The school system, MTC, and CF, have created a number of programs to meet the demand with each taking a different area of focus so as to not duplicate efforts. High School students can be a part of dual-credit programs and earn certifications to allow them to be work ready upon graduation while continuing their education to higher levels degrees and credentials. This is a targeted high-demand occupation for CareerSource and the CEP works to provide employer support for growth and diversification in the sector. Additionally, the CEP maintains an active talent attraction effort to recruit existing nurses from similar size metros in the northeast which may not be experiencing the same level of growth and opportunity. Local governments are supportive of the efforts as they meet unified goals of job creation with higher wage positions and investment in the community.

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

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.

Not in a significant manner.

The CEP partners closely with both Marion County and local jurisdictions to provide a unified approach to economic growth. The strategy, named Moving Forward, is built around the premise of a single source for a holistic approach to economic growth including business attraction, business retention, and business creation. The business attraction goal is to attract primary employers with higher wages and capital investment in key targeted sectors that will raise overall incomes in the community. A significant effort is put into assisting existing businesses and helping them remove barriers to growth. The approach has been very successful and has helped to impact the announced creation of nearly 6,500 jobs and more than half a billion dollars in capital investment in the last few years. More importantly, the average wages for these jobs is 17% above the County average wage. Finally, the effort to support and encourage entrepreneurship has seen the growth of a very successful business incubator which has had approximately two dozen businesses graduate in the last five years and has supported hundreds of others. The education providers and CareerSource are active partners with this overall initiative.

The overall impact on the community has seen the area record a job growth rate which is second in the state and in the top 15 in the nation. The average weekly wage in the community has grown 14.5% over the last five years (compared to a national growth rate of 4.5% over the same period).

Discussion

Overall, Marion County has 25,658 establishments that have paid employees. The largest number of these are in the retail sector, followed by health care and social assistance. The Chamber & Economic Partnership continues to expand current business creation efforts through its Entrepreneurial Programming, Technical Assistance, Capital Access Initiatives, and the Power Plant Business Incubator. The Power Plant Business Incubator offers early stage companies help to raise capital; hire employees; gain access to strategic partners, customers and mentors; provides resources; helps mitigate risks and cultivate results.

MA-50 Needs and Market Analysis Discussion

Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

Much of the housing stock in the five incorporated areas of Marion County is newly built. Investigation must be performed in older neighborhoods to find the poor housing conditions. Community Development outreach programs have performed several housing condition surveys, and have found that substandard housing is usually concentrated in lower income neighborhoods with older housing stock. Concentration refers to 25% or more.

In Reddick, only 29% of the structures were built before 1960; 32% for McIntosh, and 20% for Dunnellon. Older homes are difficult to rehabilitate in an economical way. Many owners just abandon the structures, forcing the County to condemn and remove the units.

Pockets of low income persons and a higher than average substandard housing stock are concentrated in the rural unincorporated areas of Marion County. Substandard housing for the rental population varies in severity. Except for some of the Housing Authority properties, all of the large rental apartment communities are in good shape. Private rental duplexes, triplexes, mobile homes and single family homes are more likely to be in substandard condition**.**

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

There are 5 areas in Marion County that contain a high number of households living in poverty. They are: East Lake Weir, zip code 32133 with 82.9%, Orange Lake, zip code 32681 at 63. %, Ocala's 34475 at 38.6%, Ft. McCoy, 32134 zip code at 28% and Citra zip code 32113 at 26.7%. In this case, concentration refers to the higher than average number of households living in poverty.

According to FactFinder: 32133 is a small community in the town of Lake Weir that sits on the lake. Most roads are private and not county maintained. There are 54 households living in 32133, all White. Of 77 housing units, 44 are vacant and 64 were built before 1939. Most homes are heated with wood and are valued between $100,000 and $149,999.

32681 has 81 total housing units most built between 1970 and 1979. 62% of the homes are valued between $50,000 and $99,999. 60% of residents are low-income families making between $5,000 and $9,999, with 52% living below the poverty level. 19% are 65 to 69 years old, and 96% are White.

34475 is a community in the western side of Ocala. With a population of 12,177, it is 43% White and racial minorities are concentrated here with 52% of population being Black. There is a concentration of

low-income families with only 9% of the population make over $75,000 annually. There is only 1 public school in the area.

32134 comprises of the town of Ft. McCoy, in the eastern side of the county. There is a public library, 3 fire stations and 1 public school. Low-income families are concentrated here where the median household income is $34,288 and 30% are below the poverty line. There are few ethnic minorities, 96% are White. Out of 5,941 housing units, almost 50% are 1 unit, detached, 30% are valued at less than $50,000.

32113 covers the north east part of Marion County, including the town of Citra. There are two public schools and 2 private schools, and two firehouses. The population of 6,627 has 2,849 housing units. There are few ethnic minorities, 80% of the population is White, and 14.7% is Black, but a concentration of low-income families, 25.5%, live below the poverty line. There are 67 establishments for employment in the area.

What are the characteristics of the market in these areas/neighborhoods?

There are 4 incorporated cities in Marion County that are rural, with small populations. These cities include the areas of low income family concentrations and housing problems in the county.

In Belleview, the average home value is $254,450. Foreclosures increased in 2019 by 10%. Most homes were built between 1980-89.

In McIntosh, with a population of 477, the market is slow. The houses range in sale price from under $100,000 to over $400,000 according to Zillow.com

Reddick, a small community in northwest Marion County, is small, population 538, but with a large population of horse ranches and owners. The median list price is $440,000.

In Dunnellon, with a population of 1,798, has a median sales prices of $139,999.

Are there any community assets in these areas/neighborhoods?

There are public libaries in all of the incorporated cities in Marion County. Belleview has a sports complex and a community center is being constructed. Several parks are located in Dunnellon. Reddick and Fort McCoy also have parks and community boat ramps. Orange Lake has a community Center.

Are there other strategic opportunities in any of these areas?

In Marion Oaks, a community in the southern part of the county, the McGinley Center is being built. This is an economic development center that will be an incubator for small businesses.

A World Equestrian Center is being built in the western part of the county, that will include a stadium, a hotel, and eventually homes. This will be an employment boom for local residents.

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.

Describe the need for increased competition by having more than one broadband Internet service provider serve the jurisdiction.

MA-65 Hazard Mitigation - 91.210(a)(5), 91.310(a)(3)

Describe the jurisdiction's increased natural hazard risks associated with climate change.

Describe the vulnerability to these risks of housing occupied by low- and moderate-income households based on an analysis of data, findings, and methods.

Strategic Plan

SP-05 Overview

Strategic Plan Overview

This Strategic plan for Marion County seeks to address needs identified for Community Development, Essential Housing and Homeless individuals and/or families. Details in this section outline how CDBG, HOME, and ESG funds will be expended during the five year period from October 1, 2019 through September 30, 2024. 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 are based on Needs Assessment, Market Analysis, and Analysis of Impediments to Fair Housing study, citizen participation, and program eligibility requirements. The Five Year Plan is intended to support the goals of all Consortium members to include:

- Public Service
- Public Infrastructure in low income areas
- Non-Profit Facility Improvement
- Increase Essential Housing
- Renovate existing housing for low income families
- Acquire Essential Housing
- Provide Down Payment Assistance to Homebuyers
- Clearance and Demolition of unsafe structures for public use or housing
- Street Outreach to connect the homeless to essential services
- Rapid Rehousing to provide permanent housing to homeless individuals/families
- Homeless Prevention to families who are at imminent risk of becoming homeless
- Rental Assistance to low income families

Both the County and City focus their priorities on those projects and programs that meet program requirements, meet the goals of the Department, have long-term impact on low-to-moderate income residents, and help address other federal priorities, such as fair housing and sustainability.

The Consolidated Plan priorities and goals will influence the programming of funds for each Annual Action Plan. It will also determine how funding decisions are made, will be reviewed annually, and adjusted as necessary.

SP-10 Geographic Priorities - 91.415, 91.215(a)(1)

Geographic Area

Table 48 - Geographic Priority Areas

1	**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 is considering a Neighborhood Revitalization Strategy Area located in the current Community Revitalization Area (CRA). 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 store fronts, building facades and renovate and/or reconstruct homes.

Describe the basis for allocating investments geographically within the state

Marion County and the City of Ocala utilize a formal application process for identifying eligible projects that meet the priority needs identified in the Consolidated Plan. Geographically, these priority need activities are allocated as follows:

Marion County is 1,663 square miles in size, and is the 17th most populous county in Florida at 354,353 (2017). 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 providing 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 CHDO funds which are distributed cooperatively for the best project regardless of location.

The City of Ocala primarily funds activities benefitting census block groups 14.01 (2) and (3), census tracts 17 and 18, and census tract 20.02, which have above average levels of minorities and/or low income residents.

SP-25 Priority Needs - 91.415, 91.215(a)(2)

Priority Needs

Table 49 – Priority Needs Summary

1	**Priority Need Name**	Community Development
	Priority Level	Low
	Population	Extremely Low Low Moderate Middle Non-housing Community Development
	Geographic Areas Affected	Marion County
	Associated Goals	Public Service Public Infrastructure Non-Profit Facility New Housing Construction Acquisition CV - Economic Development CV - Public Service Administration Economic Development
	Description	Community Development will include Public Services projects, Public Utilities/Infrastructure, and Non-Profit bricks and mortar projects. Projects that will benefit neighborhoods, communities, populations, not just one family or individual. A possible Neighborhood Revitalization Strategy Area (NRSA) program may be implemented after further study.
	Basis for Relative Priority	Through the various studies, surveys and inputs received, housing is the highest priority. While community development is a vital piece of the Marion County Community Services goals, it is a non-housing category and therefore ranked low.
2	**Priority Need Name**	Essential Housing
	Priority Level	High

	Population	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 Victims of Domestic Violence
	Geographic Areas Affected	Marion County
	Associated Goals	New Housing Construction Housing Rehabilitation/Reconstruction Acquisition Purchase Assistance Tenant Based Rental Assistance and Rapid Rehousing Homeless Prevention CV - Rent Assistance CV - Financial Assistance Administration

	Description	The health, safety, and welfare of Ocala and Marion County and the strength of the local economy hinges on an adequate supply of affordable housing for working families, elders, and people with disabilities living on fixed incomes. Money spent on affordable housing construction and rehabilitation has a ripple effect on local economics. Contractors and suppliers spend money on materials and labor, and workers spend their earnings locally. For many low-income residents housing is a source of stress rather than respite. Thousands of working families are paying more than 30% of their income for housing, and cutting back on necessities like nutritious food and health care. Others are responding to high housing costs by living in substandard housing, doubling up with family and friends or moving frequently. With an adequate supply of affordable housing, families put down roots, stay healthy and get ahead.
	Basis for Relative Priority	Housing of all types: rental, owner occupied, temporary, and permanent supportive, is vital to the health and wellbeing of Marion County citizens. Affordable housing and the homelessness issue have been on every major agenda discussed by governments, non-profits and for-profits alike, and has become a number one issue with the citizens themselves. Through the Citizen Participation process, city and county government is being looked to for solving both problems. For this, Community Services is ranking essential housing as high priority.
3	**Priority Need Name**	Homelessness
	Priority Level	High
	Population	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 Areas Affected	Marion County
	Associated Goals	Street Outreach Tenant Based Rental Assistance and Rapid Rehousing Homeless Prevention ESG CV -1 - Shelter Operation ESG CV-1 - Emergency Temporary Shelter ESG CV - 2 Emergency Shelter ESG CV2 Shelter Operation ESG CV-2 Housing Stabilization ESG CV-2 HMIS ESG CV-2 Homeless Prevention ESG CV-2 Rapid Re-housing ESG CV-2 Outreach Administration
	Description	In Marion County, 48% of all households experiencing homelessness are unsheltered. 271 persons sleep outside or in a place not meant for human habitation every night in Marion County. Community Services plans to focus on outreach, rapid re-housing, TBRA, homeless prevention and public service support of agencies that serve the homeless.
	Basis for Relative Priority	Two in-depth studies of the state of housing in Marion County were completed, in 2017 and 2019, respectively. According to the report from Florida Housing Coalition, Home Matters 2017, Ocala and Marion County's picture on homelessness is mixed. HUD data suggests that the Marion County CoC has made progress in reducing homelessness and the number of homeless. However, the PIT count has limitations. Considering that the data shows a growing problem of housing instability among families with school-aged children and youth...permanent supportive housing and repaid re-housing depends on an adequate supply of affordable housing. The Public Policy Institute's January 2019 report on Homelessness concludes that "The Marion homeless assistance system has an overabundance of emergency shelter and transitional housing beds relative to permanent housing beds. Eighty percent of beds available are emergency shelter or transitional housing. Only five adult beds are available for permanent supportive housing."

Narrative (Optional)

Priority needs were determined through a comprehensive citizen and stakeholder participation process including a survey, public focus groups, and stakeholder meetings. Additionally, results of the needs assessment and marketing analysis portion of this Consolidated Plan further identified priority needs for the 2019-2023 plan. Housing and community development activities are intended to benefit extremely low, low, and moderate income households or individuals within the County and the City.

HOME funds are distributed through the City and the County using remaining annual funds after CHDO and administration portions are taken out. Funding priorities are given to those proposals and projects that show outcomes consistent with the annual goals. ESG funds are distributed through an application process and awarded to agencies showing the capacity to spend the funds according to program requirements. CDBG funds for the County are distributed through an ongoing proposal and application process awarding to projects that adhere to the program guidelines, time lines, funding limits and national objectives. Public service, public facility, and public improvement activities are evaluated for fulfilling at least 51% of the population that are low and moderate-income and that housing activities are direct benefit activities with income category determined during the application process.

SP-30 Influence of Market Conditions - 91.415, 91.215(b)

Influence of Market Conditions

Affordable Housing Type	Market Characteristics that will influence the use of funds available for housing type
Tenant Based Rental Assistance (TBRA)	The high level of cost burdened low-income households. The increase in rent area wide.
TBRA for Non-Homeless Special Needs	The high level of cost burdened low-income households. The increase in rent area wide. The lack of housing specific to special needs.
New Unit Production	Qualified developers. Available affordable land. Population increase. Low wage earners priced out of the current market.
Rehabilitation	Deterioration of current housing stock. Age and condition of housing.
Acquisition, including preservation	The availability of tax delinquent and foreclosed properties located in the County. Availability of reasonably priced multi-unit properties.

Table 50 – Influence of Market Conditions

SP-35 Anticipated Resources - 91.420(b), 91.215(a)(4), 91.220(c)(1,2)

Introduction

This section outlines CDBG, HOME, and ESG funding Marion County and the City of Ocala anticipate receiving on an annual basis for the 2015-2023 period covered by this Consolidated Plan. The table below combines County and City annual allocations and expected amounts available for the remainder of the Consolidated Plan.

Marion County Community Services also anticipates receiving additional emergency funds in 2020 to combat the COVID-19 Pandemic.

Marion County's anticipated annual allocations include:

- CDBG - $1,923,601 with $7,694,404 available for the remainder of the Consolidated Plan.CDBG-CV - $1,165,299.
- HOME - $814,301 with $3,257,252 available for the remainder of the Consolidated Plan.
- ESG - $159,000 with $636,000 available for the remainder of the Consolidated Plan.ESG-CV - $2,133,323.

The City of Ocala's anticipated annual allocations include:

- CDBG - $447,430 with $1,789,720 available for the remainder of the Consolidated Plan.
- HOME - $200,000 with $800,000 available for the remainder of the Consolidated Plan.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,923,601	0	301,753	2,225,354	7,694,404	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	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	814,313	0	214,789	1,029,102	3,257,252	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 Resources: $	Total: $		
ESG	public - federal	Conversion and rehab for transitional housing Financial Assistance Overnight shelter Rapid re-housing (rental assistance) Rental Assistance Services Transitional housing	159,401	0	0	159,401	637,604	The ESG program is a program that provides resources to address homelessness and special needs.
Other	public - federal	Acquisition Housing New construction for ownership	1,000,000	0	0	1,000,000	1,600,000	Using Program IncomeThis will be reported in DRGR

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: $		
Other – CDBG-CV	public - federal	Admin and Planning Economic Development Financial Assistance Public Services Rental Assistance	2,190,780	0	0	2,190,780	0	CDBG-CV funds to prevent, prepare for and respond to coronavirus. These funds will be used for Public Service grants, Microenterprise emergency loan program, and Rent/Mortgage Subsistence payments for up to 3 months.
Other – ESG-CV	public - federal	Admin and Planning Overnight shelter Rapid re-housing (rental assistance) Rental Assistance Services Other	2,133,323	0	0	2,133,323	0	ESG-CV funds will be used to mitigate the effects of COVID-19 on the literal homeless and potential homeless persons, using rapid-re-housing, homeless prevention, homeless outreach, case management, emergency shelter and shelter operations.

Table 51 - Anticipated Resources

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% match on all HOME-funded affordable housing rental/CHDO projects, per regulation. ESG requires a 100% match through documentation of staff costs not covered by ESG administration dollars, per regulation. Locally, the County requires a CDBG match of 50% on all CDBG-funded projects.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Discussion

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.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
GREATER OCALA COMMUNITY DEVELOPMENT CORP	Regional organization	Economic Development	Jurisdiction
OCALA HOUSING AUTHORITY	PHA	Public Housing	Jurisdiction
Habitat for Humanity of Marion County, Inc.	CHDO	Ownership	Jurisdiction
City of Ocala	Government	Economic Development Ownership Rental neighborhood improvements	Jurisdiction
MARION COUNTY HOMELESS COUNCIL	Non-profit organizations	Homelessness	Jurisdiction
CareerSource Citrus Levy Marion	Regional organization	Economic Development	Region
COMMUNITY LEGAL SERVICES OF MID-FLORIDA	Regional organization	public services	Region
Community With A Heart	Non-profit organizations	public services	Jurisdiction
Interfaith Emergency Services	Non-profit organizations	Homelessness	Jurisdiction
Marion Senior Services	Non-profit organizations	Homelessness public services	Jurisdiction
Ocala/Marion County Chamber & Economic Partnership	Non-profit organizations	Economic Development	Jurisdiction
Volunteers of America	Non-profit organizations	Homelessness Rental	Region

Table 52 - Institutional Delivery Structure

Assess of Strengths and Gaps in the Institutional Delivery System

The institutional delivery list in no way covers all of the organizations, agencies, contractors, and private developers that are vital to Community Services implementing the Consolidated Plan. The list has been condensed to include organizations that address the various needs of the citizens of Marion County. Marion County and the City of Ocala are listed as individual organizations; but include multiple departments that are involved in providing resources for Community Services.

Communication is key to an effective institutional delivery system. However, as in the problem with the agencies that serve the homeless, too many agencies function in a silo. “Lack of system collaboration among community stakeholders,” was listed as one of two major problems in Marion County, from the “Ending Homelessness in Marion County” October 2018 report. Community Services plans to implement quarterly stakeholder round table discussions to help alleviate this problem. Possible different groups will be representatives from housing, funders, homeless prevention, community development, and economic stability.

The key strength in Marion County is the passion and dedication of the staff, both paid and volunteer, that work endlessly to improve the lives of the residents. From free dental exams, to a hot meal, 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

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

Table 53 - Homeless Prevention Services Summary

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)

On any given night, according to the Marion County Point in Time Count 2018, there are 420 households experiencing homelessness, comprised of 571 persons. The PIT Count for 2019 is still ongoing and is expected to be completed by September 2019. United Way of Marion County, the Public Policy Institute of Marion County, Marion County and the City of Ocala came together to demonstrate a community-wide effort to start the action steps necessary to begin addressing and ultimately ending homelessness. By agreeing that "safe and stable housing is the only true end to homelessness" and the fact that no community can address homelessness in programmatic silos, Marion County has identified two major problems: lack of permanent housing interventions and lack of system collaboration among community stakeholders. Through the recommendations from the above study conducted in 2018, it is expected that implementation will result in a 40% reduction in sheltered homelessness, and a 50% reduction in unsheltered homelessness.

Currently, there are 32 agencies in Marion County serving the homeless, from group homes for unaccompanied youth, to food pantries for families to transitional housing for veterans.

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above

The report on homelessness in Marion County, published in January 2019 by the Public Policy Institute of Marion County gave a list of recommendations for the community to improve service delivery and address the homeless needs. These recommendations are:

- Build capacity in the Continuum of Care lead agency to better coordinate the community effort
- Build capacity of the CoC governing board
- Integrate outreach into the coordinated entry system
- Implement diversion practices
- Increase service agency participation in the coordinated entry system

- Lower the barriers to entry for all emergency shelter and transitional programs
- Focus services on permanent housing placement
- Integrate shelter and transitional services into the coordinated entry system
- Limit use of motel vouchers
- Establish a targeted rapid re-housing program for particular scores on the VI-SPDAT
- Ensure use of best practices
- Invest in permanent housing units through scattered site leasing
- Increase permanent supportive housing for chronic and disabled homeless

Included in the special needs populations of Marion County are: elderly; physically and mentally handicapped; alcohol and drug addicts; youth aging out of foster care; and adults leaving institutional living, such as incarceration and hospitalization. Except for services for seniors and physical handicapped, services for the other special needs populations are limited. Especially in light of the current opioid crisis, there are few providers and limited access of mental health and addiction counseling. For this reason, Marion County Community Service in 2019 and 2020 is partnering with a local agency to purchase and renovate several buildings to provide space and support for these type of services.

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

As discussed earlier, Marion County Community Services is implementing several strategies to improve 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 a development of a multifamily housing unit for low income senior and special needs populations; construction/renovation/development of scattered site permanent supportive housing; and implementation of a revised structure for the CoC and the lead agency.

SP-45 Goals - 91.415, 91.215(a)(4)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Public Service	2019	2023	Affordable Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	Marion County	Community Development	CDBG: $952,333	Public service activities other than Low/Moderate Income Housing Benefit: 250 Persons Assisted Public service activities for Low/Moderate Income Housing Benefit: 250 Households Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
2	Public Infrastructure	2019	2023	Non-Housing Community Development	Marion County	Community Development	CDBG: $4,075,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 250 Persons Assisted Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 250 Households Assisted Facade treatment/business building rehabilitation: 5 Business
3	Non-Profit Facility	2019	2023	Affordable Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	Marion County	Community Development	CDBG: $1,185,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 50 Persons Assisted Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 50 Households Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
4	New Housing Construction	2019	2023	Affordable Housing Homeless Non-Homeless Special Needs	Marion County	Community Development Essential Housing	CDBG: $1,225,000 HOME: $500,000 NSP: $1,000,000	Rental units constructed: 20 Household Housing Unit Homeowner Housing Added: 28 Household Housing Unit
5	Housing Rehabilitation/Reconstruction	2019	2023	Affordable Housing	Marion County	Essential Housing	CDBG: $308,300 HOME: $597,280	Rental units rehabilitated: 1 Household Housing Unit Homeowner Housing Rehabilitated: 8 Household Housing Unit
6	Acquisition	2019	2023	Affordable Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	Marion County	Community Development Essential Housing	CDBG: $250,000 HOME: $1,775,000	Homeowner Housing Added: 5 Household Housing Unit Housing for Homeless added: 5 Household Housing Unit
7	Purchase Assistance	2019	2023	Affordable Housing Non-Homeless Special Needs	Marion County	Essential Housing	HOME: $500,000	Direct Financial Assistance to Homebuyers: 8 Households Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
8	Street Outreach	2019	2023	Homeless	Marion County	Homelessness	ESG: $350,000	Homeless Person Overnight Shelter: 500 Persons Assisted
9	Tenant Based Rental Assistance and Rapid Rehousing	2019	2023	Affordable Housing Homeless Non-Homeless Special Needs	Marion County	Essential Housing Homelessness	HOME: $500,000 ESG: $235,000	Tenant-based rental assistance / Rapid Rehousing: 60 Households Assisted
10	Homeless Prevention	2019	2023	Affordable Housing Homeless Non-Homeless Special Needs	Marion County	Essential Housing Homelessness	ESG: $150,000	Homelessness Prevention: 20 Persons Assisted
11	Administration	2019	2023	Administrative	Marion County	Community Development Essential Housing Homelessness	CDBG: $384,720 HOME: $58,631	Other: 1 Other
12	CV - Economic Development	2019	2022	Economic Development	Marion County	Community Development	CDBG20-CV: $520,000	Businesses assisted: 15 Businesses Assisted
13	CV - Public Service	2020	2020	Non-Housing Community Development prepare, prevent and respond to COVID-19	Marion County	Community Development	CDBG: $280,000	Public service activities other than Low/Moderate Income Housing Benefit: 100 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
14	CV- Covid Response	2020	2023	Non-Housing Community Development to prevent and respond to Covid-19	Marion County	Community Development	CDBG: $590,386	Public Facility projects to assist non- profits with assisting low income individuals in response to Covid-19 200 Persons Assisted
15	CV - Rent Assistance	2020	2020	Affordable Housing	Marion County	Essential Housing	CDBG: $265,791	Other: 50 Other
16	CV- Housing Rehab	2020	2022	Affordable Housing	Marion County	Essential Housing	CDBG:$30,000	Housing Rehab to assist low to moderate-income owner-occupied homes with housing rehab in response to Covid-19. 3 households
17	CV - Financial Assistance	2020	2020	Affordable Housing	Marion County	Essential Housing	CDBG: $66,448	Other: 30 Other
18	ESG CV – Street Outreach	2020	2020	Homeless	Marion County	Homelessness	ESG: $293,471	Other: 150 Other
19	ESG CV - Emergency Shelter	2020	2020	Homeless	Marion County	Homelessness	ESG: $1,054,320	Homeless Person Overnight Shelter improvements: 500 Persons Assisted
20	ESG CV-2 Homeless Prevention	2020	2020	Homeless	Marion County	Homelessness	ESG20-CV: $307,500	Homelessness Prevention: 30 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
21	ESG CV-2 Rapid Re-housing	2020	2020	Homeless	Marion County	Homelessness	ESG20-CV: $264,700	Tenant-based rental assistance / Rapid Rehousing: 40 Households Assisted
22	CV Admin	2020	2022	Administrative	Marion County	Other	CDBG20-CV: $438,155 ESG20-CV: $213,323	Other

Table 54 – Goals Summary

Goal Descriptions

1	**Goal Name**	Public Service
	Goal Description	Assist local non-profits with funds for staff, training, materials, equipment, to increase capacity to serve low to moderate income clients in Marion County, specifically those that provide housing, job skills or improve quality of life. Partner with the Community Foundation 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**	Public Infrastructure
	Goal Description	Public utilities projects (water, sewer), neighborhood lighting, facade improvements, streets, sidewalks. Alternate projects may include public service, Housing Rehabilitation/Demolition, Declared State of Emergency Urgent Need, Acquisition, Non-Profit Facility, ADA compliance, and projects located in declared Opportunity Zones.
3	**Goal Name**	Non-Profit Facility
	Goal Description	Assistance to non-profit agencies with facility construction/renovation. Specifically serving those agencies that provide housing, job skills and/or improve quality of life for low to moderate income clients, and to the homeless. Alternate projects may include public infrastructure, public service, Housing Rehabilitation/Reconstruction, Declared State of Emergency Urgent Need, Acquisition, ADA compliance, and projects located in declared Opportunity Zones.
4	**Goal Name**	New Housing Construction
	Goal Description	The development of newly constructed units for rental or owner occupied, single and multi-family units. CDBG funds will be used for acquisition, in anticipation of developing a possible partnership who may qualify as a CBDO for new construction. 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 low- to moderate income individuals/families. Alternate projects may include public infrastructure, public service, Housing Rehabilitation/Reconstruction, Declared State of Emergency (Urgent Need), non-profit facility, Acquisition, ADA compliance, projects located in declared Opportunity Zones, purchase assistance, Tenant Based Rental Assistance, Rapid Re-Housing and Homeless Prevention.
5	**Goal Name**	Housing Rehabilitation/Reconstruction
	Goal Description	Rental and owner occupied rehabilitation of single and multi-family units through both CDBG and HOME Consortium funding. Housing Rehabilitation funds may also be leveraged using State Housing Initiative Program (SHIP) funds. Alternate projects may include public infrastructure, public service, new housing construction, Declared State of Emergency Urgent Need, non-profit facility, Acquisition, ADA compliance, projects located in declared Opportunity Zones, purchase assistance, Tenant Based Rental Assistance, Rapid Re-Housing and Homeless Prevention.

6	**Goal Name**	Acquisition
	Goal Description	Purchase of existing housing, buildings, and land, for the purpose of rental, home ownership and non-profit facility. Alternate projects may include public infrastructure, public service, Housing Rehabilitation/Demolition, Declared State of Emergency Urgent Need, non-profit facility, ADA compliance, new construction, projects located in declared Opportunity Zones, purchase assistance, Tenant Based Rental Assistance, Rapid Re-Housing and Homeless Prevention.
7	**Goal Name**	Purchase Assistance
	Goal Description	Assistance with down payment, closing costs, and fees for qualified low to moderate income home buyers of affordable housing. Alternate projects may include Housing Rehabilitation/Reconstruction, Declared State of Emergency Urgent Need, Acquisition, ADA compliance, projects located in declared Opportunity Zones, Tenant Based Rental Assistance, Rapid Re-Housing and Homeless Prevention.
8	**Goal Name**	Street Outreach
	Goal 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. To include engagement and case management. Alternate projects include rapid re-housing, homeless prevention, emergency shelter, and rental assistance.
9	**Goal Name**	Tenant Based Rental Assistance and 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. 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.

10	**Goal Name**	Homeless Prevention
	Goal Description	Assistance to provide housing relocation and stabilization services and short and/or medium term rental assistance necessary to prevent an individual or family from moving into an emergency shelter or becoming homeless through ESG and HOME funds. Alternate projects may include Housing Rehabilitation/Reconstruction, Declared State of Emergency Urgent Need, Acquisition, ADA compliance, projects located in declared Opportunity Zones, purchase assistance, Emergency Shelter, and Rental Assistance and Rapid Rehousing.
11	**Goal Name** **Goal Description**	Administration To provide administrative oversite to CDBG and HOME to include Fair Housing Activities.
12	**Goal Name**	CV - Economic Development
	Goal Description	Through Economic Development, the County plans to offer a Microenterprise Loan Program to qualified local businesses to mitigate the effects of the COVID-19 virus on employees and operations.
13	**Goal Name**	CV - Public Service
	Goal Description	Assistance to not-for-profits that have experienced reduced staff and operation funds due to COVID-19.
14	**Goal Name**	CV- Covid Response
	Goal Description	Public Facility Improvements and expansion for Non-profits who serve low to moderate income citizens to provide social distancing to meet Covid pre-cautionary measures and or additional satellite offices which will help with reducing the number of people in one location. Projects may include but not limited to: job training center, increasing beds space for homeless shelters, financial stability

15	**Goal Name**	CV- Rent Assistance
	Goal Description	Assistance to current tenants that have experienced lost or reduced wages due to COVID-19 and can't pay their rent.
16	**Goal Name**	CV- Housing Rehab
	Goal Description	Assist low to moderate owner-occupied housing with housing repairs who were affected by Covid either financially and or their health.
17	**Goal Name**	CV - Financial Assistance
	Goal Description	Assistance to current homeowners who have experienced reduced or lost wages due to COVID-19 Pandemic and need assistance paying their mortgage payment
18	**Goal Name**	ESG CV-Outreach
	Goal Description	Assist homeless shelters with homeless outreach to assist during the COVID 19 pandemic to assess and use diversion for those living on the streets Alternate Projects may include: Emergency Temporary Shelter, Emergency Shelter , Shelter Operation, Housing Stabilization, Homeless Prevention, Rapid Re-housing, and/or HMIS.
19	**Goal Name**	ESG CV Emergency Shelter
	Goal Description	Homeless Shelter Improvements to allow for expansion for increased bed utilization due to 50 % capacity. Services to shelter participants to include: childcare, education services, legal services, substance abuse treatment, transportation; shelter renovations to respond to COVID 19 Alternate Projects may include: Emergency Temporary Shelter, Shelter Operation ,Housing Stabilization, HMIS, Homeless Prevention, Rapid Re-housing, and/or Outreach.
20	**Goal Name**	ESG CV-2 Homeless Prevention
	Goal Description	Assist those extremely low-income clients currently living in a permanent unit but face eviction due to covid 19 Alternate Projects may include: Emergency Temporary Shelter, Emergency Shelter , Shelter Operation, Housing Stabilization, HMIS, Rapid Re-housing, and/or Outreach.

21	**Goal Name**	ESG CV-Rapid Re-housing
	Goal Description	Assist those homeless and extremely low-income participants get into rental unit during the covid 19 pandemic by assisting with deposits and rent. Alternate Projects may include: Emergency Temporary Shelter, Emergency Shelter , Shelter Operation, Housing Stabilization, Homeless Prevention, HMIS, and/or Outreach.
22	**Goal Name**	CV - Administration
	Goal Description	Administration for the oversite of COVID CDBG and HOME funds.

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 85 families through its purchase assistance, rental and supportive housing, and long-term assistance activities. Additionally, approximately 80 units will be rehabilitated/constructed to maintain the affordable housing stock and further provide affordable housing opportunities. Affordable housing activities are targeted towards extremely low, low, and moderate-income families.

Using the HUD COVID-19 funding, Community Services anticipates assisting approximately 75-100 l-m income families with housing assistance in the form of Emergency Temporary Shelter, Urgent Need, Financial Assistance to homeowners and Rent assistance.

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)

Ocala Housing Authority (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/applicants in need. OHA and Marion County help refer people to accessible unit providers if requested.

Activities to Increase Resident Involvements

OHA has been a HUD certified housing counseling agency since 2000. OHA was recertified in 2006 and awarded grant funds to continue services as a certified housing counseling agency. OHA provides both homeownership and rental housing counseling. Counseling includes information on how to become a homeowner, fair housing rights, and credit counseling and foreclosure prevention. OHA provides the following counseling services:

- Home Improvement and Rehabilitation Counseling;
- Homebuyer Education Programs;
- Loss Mitigation;
- Marketing and Outreach Initiatives;
- Mobility and Relocation Counseling;
- Money Debt Management;
- Mortgage Delinquency and Default Resolution Counseling;
- Pre-Purchase Counseling;
- Post-Purchase Counseling; Renters Assistance; and
- Services for Homeless.

OHA also offers the Family Self-Sufficiency, Homebuyers Club and Homeownership counseling programs. These programs assist Section-8 participants and residents of the public housing communities in becoming economically self-sufficient and attain homeownership.

OHA maintains ongoing resident initiatives. Resident Councils are active in each of OHA's Public Housing communities where meetings are held every other month. Guest speakers keep residents informed of new programs and opportunities. An OHA staff person attends all meetings as a liaison. A representative from the Ocala Police Department attends all meetings to assist with Neighborhood Watch Programs.

Residents receive a monthly newsletter/calendar that includes vital OHA information, updates from HUD and local community information. Public Housing staff walk through each community several times a month to maintain a visible presence on site and in an effort to increase customer service.

Is the public housing agency designated as troubled under 24 CFR part 902?

No

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

Land use regulations, complicated impact fees and permitting delays contribute to the high cost of housing in Marion County. According to a report published by The James Madison Institute, higher home prices can be explained by several factors, some of which are out of the control of policy makers and some of which are a direct result of policies adopted by state and local governments. Higher costs for construction labor and materials are other factors outside the control of homebuilders and policy makers that can increase the price of housing.

More stringent building codes which require builders to use different or more materials than they otherwise would lead to higher costs. By levying higher taxes and impact fees on new development or causing delays through a cumbersome and lengthy permitting process or growth management preview process has a direct impact on housing costs. Land use regulations often restrict the amount of developable land and increase the complexity and uncertainly of the permitting process, significantly increasing housing prices.

Marion County has a Transportation Impact Fee, based on the type and/or size of the residential unit. In early 2010 a moratorium on the collection of these fees was placed. It expired in October of 2015. Impact fees are one-time capital charges levied against new development designed to cover the portion of capital costs of infrastructure consumed by the new development. According to the Marion County Planning Department, a single family detached 2,000 sq. ft. home paid $1,397 in impact fees in 2018.

Strategy to Remove or Ameliorate the Barriers to Affordable Housing

1. **Expedited process of development approvals:** Require developers of more than a four unit affordable housing project to attend 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 LDC.

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.

5. **Surplus lands inventory:** Include a Surplus Property incentive strategy in the 2019-2022 Marion County LHAP.

6. **Transportation hubs and transit-oriented development:** support of development near transportation hubs and major employment centers and mixed-use developments.

Marion County allocates approximately $600,000 annually to rehabilitate site built homes, provide repairs to very low income mobile homeowners and accessibility ramps to low income homeowners, with a primary purpose of maintaining the affordable housing stock and sustaining safe and decent housing for the very low income residents. Community Services has offered 0% loans for new construction of single family owner occupied homes to developers. This is under consideration to be raised to 1% to return funds to the county to continue the cycle of building. It is also under consideration to offer loans for rental projects to developers and current landlords.

SP-60 Homelessness Strategy - 91.415, 91.215(d)

Describe how the jurisdiction's strategic plan goals contribute to:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

By following the recommendations of the 2017 Home Matters (https://www.marioncountyfl.org/home/showdocument?id=13917) report for Ocala and Marion County and the 2019 Homelessness Report by the Public Policy Institute of Marion County, the County and City have created the strategic goals to address the homelessness issue. The recommendation that covers outreach, diversion and coordinated entry specifically addresses the need to improve reaching out to homeless persons. To reach a desired state of assessing and identifying households experiencing homelessness for appropriate housing options, the strategy will be:

1. Integrate outreach in to the Coordinated Entry System by training outreach workers, administering VI-SPDATs, and attending Coordinated Entry meetings;
2. Implement diversion practices in all intake and assessment processes at all agencies; and
3. Increase service agency participation in the Coordinated Entry System.

Addressing the emergency and transitional housing needs of homeless persons

Marion County and the City of Ocala desire uniform, low barrier eligibility requirements for households to obtain shelter and permanent supportive housing. Support services in emergency shelter and transitional housing should be housing-focused, decrease length of stay and create flow in the system. To do this, Public Policy Institute recommends:

1. Lower barriers to entry for all emergency shelter and transitional programs
2. Focus emergency shelter and transitional program services on permanent housing placement
3. Integrate shelter and transitional programs into the Coordinated Entry System
4. Limit use of motel vouchers

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 recognizes that Rapid-ReHousing is a permanent housing solution designed to help households quickly exit homelessness through housing navigation/location, financial assistance and support services. To improve the existing system, the County and City will:

1. Establish a targeted Rapid ReHousing program for households scoring between a 4 and 9 on the VI-SPDAT
2. Ensure Rapid ReHousing providers use best practices

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

According to the Public Policy Institute's 2019 report, there are many faith-based and charity-style interventions in Marion. These include services aimed at managing the immediate needs associated with homelessness including food distribution, clothing, camping gear and hygiene items. "If a lack of affordable housing can contribute to ill health and educational problems among low-income families and children, then affordable housing is the foundation for good health and achievement in school." (Newman, S.J. and Harkness, J. 1999. The Long-Term Effects of Housing Assistance eon Self-Sufficiency.)

The Consortium's Strategic Plan Goals of Creating Suitable Living Environments, Providing Decent, Affordable housing and Creating Economic Opportunities will all contribute to assisting low-income households with avoiding homelessness. To that end, the following local services are available:

- Faith based organizations and churches provide emergency food and financial assistance;
- Community Legal Services provides representation in eviction, foreclosure, and public housing proceedings;
- Marion County Homeless Council provides mortgage, rental and utility assistance, including relocation and motel/hotel placement;
- Ocala Housing Authority provides consumer credit counseling and housing re-modification;
- One Stop Workforce Connection provides job development and prepares participants for job search; provides counseling; identifies job skills; assists in preparation of resume writing and interview skills;
- Vocational Rehabilitation provides retraining for persons with documented disabilities;
- Department of Children and Families provides economic services, including TANF, food stamps, Medicaid, challenge grant, grant-in-aid for homeless shelters, plans and coordinates direct services;
- Community Action Agency provides financial assistance for utility payments;

- Marion County School Board connects families with community services to prevent homelessness, provides breakfast and weekend backpack meals for homeless students identified at the beginning of the school year;
- United Way of Marion County provides unity between local resources and Marion residents through the 2-1-1 system;
- Experience Works provides retraining job opportunities for senior residents 55 and over; and
- Marion County Veteran services provides training, healthcare and outreach services for local veterans.

SP-65 Lead-based Paint Hazards - 91.415, 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP hazards

The County and City implement lead-safe work practices in all housing activities. The County's Construction Coordinator has taken the training to be certified as a lead based paint inspector and tester. The City requires contractors to have a Lead Renovation, Repair and Painting certification and to follow effective lead-safe work practices prior to working on a pre-1978 housing. This requirement will apply to renovation, repair or painting activities where more than six square feet of lead-based paint is disturbed in a room or where 20 square feet of lead-based paint is disturbed on the exterior. The affected contractors include builders, painters, plumbers and electricians. Trained contractors must post warning signs, restrict occupants from work areas, contain work areas to prevent dust and debris from spreading, conduct a thorough cleanup, and verify that cleanup was effective. Homeowners are notified, provided the requisite brochure and sign a form certifying they have been provided this information. The County requires that any structure constructed prior to 1978 be inspected for LBP and if found in evidence be effectively mitigated.

How are the actions listed above related to the extent of lead poisoning and hazards?

Lead is a toxic metal that was used for many years in paint and was banned for residential use in 1978. Exposure to lead can result in health concerns for both children and adults. Children under six years of age are most at risk because their developing nervous systems are especially vulnerable to lead's effects and because they are more likely to ingest lead due to their more frequent hand-to-mouth behavior. By implementing the practices listed above, the County and City strive to prevent any health hazards to the families they partner with.

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 homes age or 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 to include a Lead Safe Housing Rule checklist is included. 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 abatement of lead-based paint and asbestos containing materials pursuant to applicable regulations are eligible program costs.
- Homeowner will be provided with the requisite HUD approved brochure and 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 American Dream is defined in terms of economic independence and self-sufficiency as a decent, safe and sanitary home, a good job and the resources to raise children. The alternative is poverty consisting of dependence on society to provide for basic needs.

There is no one factor that causes poverty, thus initiatives aimed at eradicating poverty have to address a variety of interrelated social issues, education training, access to healthcare, family problems, crime, unemployment, inadequate housing, deteriorating neighborhoods, welfare independence and issues related to the lack of self-worth and aspiration.

The County and City recognize the interrelationship between housing and economic opportunities and the need to pursue both in order to assist households attain self-sufficiency. Both recognize while they have defined priority strategy areas, that they are not separate or isolated strategies. These strategies are inter-related 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 contributes to the betterment 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 that are considered low income and/or fall below the federal poverty line.

To promote economic opportunity in Marion County, the Chamber and Economic Partnership (CEP) formed to create a one-stop approach to business retention, attraction and creation efforts. Moving Forward is a charge reflecting the desire to be a unified voice and catalyst for the business community. By working together with partners and community investors, the CEP continues to improve the quality of life and build a strong base for economic development in Marion County.

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan

Recognizing that poverty is a complex issue, Marion County will prioritize projects for this affordable housing plan that are targeted towards individual self-sufficiency. Because Marion County and the City of Ocala receive separate CDBG funding, this funding is governed by different authorities. Both the County and City work diligently to complement and maximize efforts taken to ensure a seamless coordination of services. Various agencies are engaged in efforts to fight poverty and improve working relationships to enhance efforts in serving the most vulnerable residents.

The County and City are committed to eliminating the effects of poverty among its residents. The jurisdiction recognizes that it may not be possible to end poverty all together, but is dedicated none the less to better understanding its causes and finding a way to reverse the cycle of poverty.

The city, one of the major employers in Marion County, is participating in workforce development programs to reduce dependency on government funds. Staff participate in the Ocala Housing Authority's Self-Sufficiency Program.

Housing rehabilitation is provided to assist in maintaining affordable housing and reducing household costs. Programs are coordinated when possible to assist in reducing poverty and continued to support subsidized housing providers incorporating programs and services that promote tenant transition to self-sufficiency. Various federal, state, and local agencies are utilized to leverage funding sources for the development of economic opportunities when possible.

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

The Marion County Community Services Department has developed the following performance management system to monitor the grant projects and ensure long term compliance with program requirements. Staff members are assigned specific projects and activities to monitor. A procedure manual for all Home Improvement Programs (owner-occupied, housing rehabilitation) has been developed and provided to all participating jurisdictions. 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 staff utilize comprehensive check-off sheets for all activities which are reviewed and approved by the Grant Administrator. County staff input data and information into the Consolidated Plan Management Process tool in order to more completely and accurately monitor any proposed projects which are included in this Consolidated Plan. 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 onsite monitoring through-out the affordability period of a project.

In addition, the City of Ocala's Community Development Services Department is responsible for the overall administration and implementation of the City's CDBG and HOME programs. The Community Development Services Department ensures compliance with federal regulations through its review of grant application funding requests, recipient contracts, quarterly performance reports, and sub-recipient monitoring. Further, the City maintains records of program accomplishments, funding spent, people served, housing units rehabilitated, and other information to help ensure compliance with the federal regulations. All data is submitted to HUD on a timely basis and is input into the IDIS reporting system on a quarterly basis.

The City does not fund public service activities, therefore, no monitoring of sub-recipients is required. In the case of funding sub-recipients in the future, the City will comply with the requirements of 24 CFR Part 91.230. The City's guidelines require the monitoring of all CDBG sub-recipients to ensure that activities are carried out in furtherance of the Annual Plan and to ensure long-term compliance with requirements of the programs, including minority business outreach and the comprehensive planning requirements. The City gathers relevant data through required reports and monitoring of these organizations as required by federal regulations. Local agencies respond to special requests from the Community Development Services Department for information about these programs. As such, this information is incorporated into the Plan and is available for assessing progress.

The County and City utilize a performance based evaluation system to monitor each sub-recipient. During the program year, the performance of each sub-recipient is evaluated based on the specific milestones outlined in each project proposal. Progress towards those goals is reported on a quarterly and on an annual basis.

Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

This section outlines CDBG, HOME, and ESG funding Marion County and the City of Ocala anticipate receiving on an annual basis for the 2015-2023 period covered by this Consolidated Plan. The table below combines County and City annual allocations and expected amounts available

for the remainder of the Consolidated Plan.

Marion County Community Services also anticipates receiving additional emergency funds in 2020 to combat the COVID-19 Pandemic.

Marion County's anticipated annual allocations include:

- CDBG - $1,923,601 with $7,694,404 available for the remainder of the Consolidated Plan.CDBG-CV - $1,165,299.
- HOME - $814,301 with $3,257,252 available for the remainder of the Consolidated Plan.
- ESG - $159,000 with $636,000 available for the remainder of the Consolidated Plan.ESG-CV - $2,133,323.

The City of Ocala's anticipated annual allocations include:

- CDBG - $447,430 with $1,789,720 available for the remainder of the Consolidated Plan.
- HOME - $200,000 with $800,000 available for the remainder of the Consolidated Plan.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,923,601	0	301,753	2,225,354	7,694,404	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	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	814,313	0	214,789	1,029,102	3,257,252	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 Resources: $	Total: $		
ESG	public - federal	Conversion and rehab for transitional housing Financial Assistance Overnight shelter Rapid re-housing (rental assistance) Rental Assistance Services Transitional housing	159,401	0	0	159,401	637,604	The ESG program is a program that provides resources to address homelessness and special needs.
Other	public - federal	Acquisition Housing New construction for ownership	1,000,000	0	0	1,000,000	1,600,000	Using Program IncomeThis will be reported in DRGR

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: $		
Other – CDBG-CV	public - federal	Admin and Planning Economic Development Financial Assistance Public Services Rental Assistance	2,190,780	0	0	2,190,780	0	CDBG-CV funds to prevent, prepare for and respond to coronavirus. These funds will be used for Public Service grants, Microenterprise emergency loan program, and Rent/Mortgage Subsistence payments for up to 3 months.
Other – ESG-CV	public - federal	Admin and Planning Overnight shelter Rapid re-housing (rental assistance) Rental Assistance Services Other	2,133,323	0	0	2,133,323	0	ESG-CV funds will be used to mitigate the effects of COVID-19 on the literal homeless and potential homeless persons, using rapid-re-housing, homeless prevention, homeless outreach, case management, emergency shelter and shelter operations.

Table 55 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Marion County Community Services receives SHIP funds from Florida Housing Finance Corporation which is used as a match for HOME. Marion County requires a 25% match on all HOME-funded affordable housing rental/CHDO projects, per regulation. ESG requires a 100% match through documentation of staff costs not covered by ESG administration dollars, per regulation. Locally, the County requires a CDBG match of 50% on all CDBG-funded projects.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Discussion

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Public Service	2019	2024	Affordable Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	Marion County	Community Development	CDBG: $152,333	Public service activities other than Low/Moderate Income Housing Benefit: 50 Persons Assisted Public service activities for Low/Moderate Income Housing Benefit: 25 Households Assisted
2	Public Infrastructure	2019	2024	Non-Housing Community Development	Marion County	Community Development	CDBG: $605,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 25 Persons Assisted Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 25 Households Assisted Facade treatment/business building rehabilitation: 1 Business

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
3	Non-Profit Facility	2019	2024	Affordable Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	Marion County	Community Development Essential Housing Homelessness	CDBG: $900,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 20 Persons Assisted Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 20 Households Assisted
4	New Housing Construction	2019	2024	Affordable Housing Homeless Non-Homeless Special Needs	Marion County	Community Development Essential Housing Homelessness	CDBG: $25,000 HOME: $122,147	Rental units constructed: 1 Household Housing Unit Homeowner Housing Added: 11 Household Housing Unit
5	Housing Rehabilitation/Reconstruction	2019	2024	Affordable Housing	Marion County	Essential Housing	CDBG: $108,300 HOME: $169,280	Homeowner Housing Rehabilitated: 5 Household Housing Unit
6	Acquisition	2019	2024	Affordable Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	Marion County	Essential Housing	CDBG: $50,000 HOME: $456,244	Homeowner Housing Added: 2 Household Housing Unit Housing for Homeless added: 1 Household Housing Unit

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
7	Purchase Assistance	2019	2024	Affordable Housing Non-Homeless Special Needs	Marion County	Essential Housing	HOME: $100,000	Direct Financial Assistance to Homebuyers: 8 Households Assisted
8	Street Outreach	2019	2024	Homeless	Marion County	Homelessness	ESG: $73,000	Homeless Person Overnight Shelter: 150 Persons Assisted
9	Tenant Based Rental Assistance and Rapid Rehousing	2019	2024	Affordable Housing Homeless Non-Homeless Special Needs	Marion County	Essential Housing Homelessness	HOME: $100,000 ESG: $47,000	Tenant-based rental assistance / Rapid Rehousing: 15 Households Assisted
10	Homeless Prevention	2019	2024	Affordable Housing Homeless Non-Homeless Special Needs	Marion County	Homelessness	ESG: $30,000	Homelessness Prevention: 5 Persons Assisted
11	Administration	2019	2023	Administrative	Marion County	Community Development Essential Housing Homelessness	CDBG: $384,720 HOME: $81,431 ESG: $9,401	Other: 1 Other
12	CV - Economic Development	2019	2022	Economic Development	Marion County	Community Development	CDBG20-CV: $500,000	Jobs created/retained: 3 Jobs Businesses assisted: 12 Businesses Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
13	CV - Public Service	2020	2020	Non-Housing Community Development prepare, prevent and respond to COVID-19	Marion County	Community Development	CDBG20-CV: $280,000	Public service activities other than Low/Moderate Income Housing Benefit: 100 Persons Assisted
14	CV – Covid Response	2020	2022	Non-Housing Community Development prepare, prevent and respond to COVID-19	Marion County	Community Development	CDBG20-CV: $590,386	Public Facility projects to assist non-profits with assisting Low/Moderate income individuals in response to Covid-19: 100 Persons Assisted
15	CV - Rent Assistance	2020	2020	Affordable Housing	Marion County	Essential Housing	CDBG20-CV: $265,791	Homelessness Prevention: 100 Persons Assisted
16	CV – Housing Rehab	2020	2022	Affordable Housing	Marion County	Essential Housing	CDBG20-CV: $30,000	Homelessness Prevention: 3 households
17	CV - Financial Assistance	2020	2020	Affordable Housing	Marion County	Essential Housing	CDBG20-CV: $66,448	Homelessness Prevention: 25 Persons Assisted
18	ESG CV-2 Outreach	2020	2022	Homeless			ESG $293,471	Other: 150 Other
19	ESG CV- Emergency Shelter	2020	2022	Homeless	Marion County	Homelessness	ESG $1,054,320	Overnight/Emergency Shelter/Transitional Housing Beds added: 100persons

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
20	ESG CV- Homeless Prevention	2020	2022	Homeless	Marion County	Homelessness	ESG $307,500	Homelessness Prevention: 30 Persons Assisted
21	ESG CV-Rapid Re-housing	2020	2022	Homeless	Marion County	Homelessness	ESG $264,700	Tenant-based rental assistance / Rapid Rehousing: 40 Households Assisted
22	CV -Administration	2019	2022	Administrative	Marion County	Community Development Essential Housing Homelessness	CDBG20CV: $438,155 ESG20CV: $213,323	Other: 1 Other

Table 56 – Goals Summary

Goal Descriptions

1	**Goal Name**	Public Service
	Goal Description	Assist local non-profits with funds for staff, training, materials, equipment, to increase capacity to serve low to moderated income clients in Marion County, specifically those that provide housing, job skills or improve quality of life. Marion County is extending 2018 contracts with two local non-profits, Saving Mercy and the Marion County Literacy Council, to enable them to expend their remaining grant balance. Will work with Community Foundation to give local non-profits capacity training. Will consider other projects as presented.

2	**Goal Name**	Public Infrastructure
	Goal Description	Public utilities project (water, sewer), neighborhood lighting, facade improvements, streets, sidewalks. 2019 projects may include: Weirsdale Phase II, Silver Springs Shores Utilities Phase II, CRA project phase I, and other projects that qualify. 2019 Alternate Projects may include: Housing Rehabilitation, Park and Recreation improvements, ADA construction compliance, Non- Profit Facility, Projects located in declared Opportunity Zones, and Declared State of Emergency (Urgent Need)
3	**Goal Name**	Non-Profit Facility
	Goal Description	Assistance to non-profit agencies with facility construction/renovation. Specifically serving those agencies that provide housing, job skills, services to the homeless and or improve the quality of life for low to moderate income clients. 2019 projects may include: Hospital District renovation Phase II, Marion County Senior Services, Homeless Engagement Center 2019 Alternate projects may include: Public Infrastructure, Public Service, Housing Rehabilitation/Reconstruction, Business Incubator, projects located in declared Opportunity Zones, Declared State of Emergency (Urgent Need), or other non- profit facility projects received through the open request for proposal process.
4	**Goal Name**	New Housing Construction
	Goal Description	The development of newly constructed units for rental or owner occupied, single and multi-family units. CDBG funds will be used for acquisition and predevelopment cost. Home funds will be used for new construction. 2019 projects may include: (HOME Consortium) New Construction of Single Family unit for sale or rent (CDBG) Pre-Development Cost 2019 Alternate projects may include: Public Infrastructure, Public Service, Housing Rehabilitation/Reconstruction, Declared State of Emergency(Urgent Need), Non-Profit Facility, Acquisition, ADA Compliance, Projects located in Declared Opportunity Zone, Purchase Assistance, Tenant Based Rental Assistance, Rapid Rehousing and Homeless Prevention.

5	**Goal Name**	Housing Rehabilitation/Reconstruction
	Goal Description	Rental and owner occupied rehabilitation of single and multi family units. 2019 projects may include: (HOME Consortium)- Housing Rehab by the City of Ocala (SHIP)- Housing Rehab by Marion County (CDBG)- Housing Rehab by Marion County 2019 Alternate Projects May include: Public Infrastructure, Public Service, New Housing Construction, Declared State of Emergency(Urgent Need), Non-Profit Facility, Acquisition, ADA Compliance, Projects located in Declared Opportunity Zone, Purchase Assistance, Tenant Based Rental Assistance, Rapid Rehousing and Homeless Prevention.
6	**Goal Name**	Acquisition
	Goal Description	Purchase of existing housing, land, buildings for the purpose of rental, homeownership, and non-profit facility. 2019 Projects may include: (HOME) Multi family rental acquisition (CDBG) none at this time 2019 Alternate projects may include: Public Infrastructure, Public Service, Housing Rehabilitation/Reconstruction, Declared State of Emergency(Urgent Need), Non-Profit Facility, New Housing Construction, ADA Compliance, Projects located in Declared Opportunity Zone, Purchase Assistance, Tenant Based Rental Assistance, Rapid Rehousing and Homeless Prevention.
7	**Goal Name**	Purchase Assistance
	Goal Description	Assistance with down payment, closing cost, and fees for qualified low to moderate income homebuyers of affordable housing. 2019 Projects may include: Marion County HOME new purchase assistance applicants 2019 Alternate projects may include: Housing Rehabilitation/Reconstruction, Declared State of Emergency(Urgent Need), Acquisition, ADA Compliance, Projects located in Declared Opportunity Zone, Purchase Assistance, Tenant Based Rental Assistance, Rapid Rehousing and Homeless Prevention.

8	**Goal Name**	Street Outreach
	Goal 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 to include engagement and case management. 2019 projects may include: City of Ocala and Interfaith Homeless Outreach Workers 2019 Alternate projects may include: Rental Assistance, Rapid Rehousing, Homeless Prevention and Emergency Shelter.
9	**Goal Name**	Tenant Based Rental Assistance and 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 through ESG and HOME funding. Funds to provide housing relocation, stabilization services and short and/or medium term rental assistance. Which is necessary to help a homeless individual or family move as quickly as possible into permanent housing and achieve stability in that housing. 2019 Projects May include: Rent Assistance through the Coordinated Entry process by qualified Homeless Service Providers 2019 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.
10	**Goal Name**	Homeless Prevention
	Goal Description	Assistance to provide housing relocation and stabilization services and short and/or medium term rental assistance necessary to prevent an individual or family from moving into an emergency shelter or becoming homeless through ESG and HOME funds. 2019 Projects may include: Rent assistance for prevention of homelessness through qualified Homeless Service Providers Alternate projects may include Housing Rehabilitation/Reconstruction, Declared State of Emergency Urgent Need, Acquisition, ADA compliance, projects located in declared Opportunity Zones, purchase assistance, Emergency Shelter, and Rental Assistance and Rapid Rehousing.

11	**Goal Name**	CV - Economic Development
	Goal Description	Through Economic Development, the County plans to offer a Microenterprise Loan Program to qualified local businesses to mitigate the effects of the COVID-19 virus on employees and operations.
12	**Goal Name**	Administration
	Goal Description	CDBG and HOME administrative dollars
13	**Goal Name**	CV - Public Service
	Goal Description	Public Service funds will be to support those non-profits that have lost income, staff, good or services due to the COVID-19 pandemic.
14	**Goal Name**	CV – Covid Response
	Goal Description	Public facilities projects that will support non-profits with improvements and expansion as a result of Covid response. Such as but not limited to: business incubator to improve job skills, expansion of homeless shelters and financial stability.
15	**Goal Name**	CV - Rent Assistance
	Goal Description	Under the COVID-19 Pandemic, Rent Assistance will fund a rent payment grant to qualified low- to moderate-income individuals/families who have had a decrease in income due to the coronavirus and need help with up to 3 months of rent or mortgage payments, to include arrears.
16	**Goal Name**	CV – Housing Rehab
	Goal Description	Owner Occupied housing rehab for families who experienced health and or financial hardships due to the COVID-19 Pandemic.
17	**Goal Name**	CV - Financial Assistance
	Goal Description	Financial assistance will consist of up to 3 months of mortgage payments for low to mod income qualified families/individuals who have lost income due to COVID-19 pandemic.

18	**Goal Name**	ESG CV- Outreach
	Goal Description	assist shelters and agencies to do homeless street outreach during pandemic to assess and divert those living on the street Alternate Projects may include: Emergency Temporary Shelter, Emergency Shelter , Shelter Operation, Housing Stabilization, Homeless Prevention, Rapid Re-housing, and/or HMIS.
19	**Goal Name**	ESG CV - Emergency Shelter
	Goal Description	Assist Shelters with improvements and expansion to assist participants in shelters during the pandemic with child care, training, job skills, legal services, substance abuse treatment, transportation Alternate Projects may include: Emergency Temporary Shelter, HMIS , Shelter Operation, Housing Stabilization, Homeless Prevention, Rapid Re-housing, and/or Outreach.
20	**Goal Name**	ESG CV-2 Homeless Prevention
	Goal Description	assist extremely low income participants to stay in current housing with assistance with deposits and rent Alternate Projects may include: Emergency Temporary Shelter, Emergency Shelter , Shelter Operation, Housing Stabilization, HMIS, Rapid Re-housing, and/or Outreach.
21	**Goal Name**	ESG CV-2 Rapid Re-housing
	Goal Description	assistance to homeless participants to move into rental unit during the pandemic to assist with deposits and rent Alternate Projects may include: Emergency Temporary Shelter, Emergency Shelter , Shelter Operation, Housing Stabilization, Homeless Prevention, HMIS, and/or Outreach.
22	**Goal Name**	CV- Administration
	Goal Description	Provide Administration oversite for CDBG and ESG CV.

AP-35 Projects - 91.420, 91.220(d)

Introduction

Marion County Community Services issued a Notice of Funding Availability in February of 2019 for the FY19-20. In a change of procedure, agencies were invited to submit proposals throughout the year that would be evaluated on their relevance to the annual priorities and ability to be a successful project. At this time, proposals are still be accepted for the ESG and CDBG Public Service and Agency Facility categories.

In response to the HUD COVID-19 emergency funding Community Services issued a NOFA in April 2020. Applications will be open until the funding is expended in full.

#	Project Name
1	Weirsdale Phase 2
2	Utilities: Shores Phase 2
3	CRA
4	4.5 Acre Development Phase 1
5	CHDO
6	Multi Family Rental Acquisition
7	Rental Assistance
8	City of Ocala Projects
9	City of Ocala HOME Administration
10	CDBG Administration
11	HOME Administration
12	2019 ESG
13	Purchase Assistance
14	Senior Services
15	Public Service Projects

#	Project Name
16	Hospital District Renovation
17	Owner Occupied Rehab
19	Public Infrastructure Proposed Projects
20	Homeless Engagement Center
21	Scattered Site Acquisition
23	CV - Public Services
24	CV – Housing Rehab
25	CV- Covid Response
26	CV - Economic Development
27	CV - Rent Assistance
26	CV - Financial Assistance
27	ESG 2020 Marion County
30	CV - Administration

Table 57 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

AP-38 Project Summary

Project Summary Information

1	**Project Name**	Weirsdale Phase 2
	Target Area	Marion County
	Goals Supported	Public Infrastructure
	Needs Addressed	Community Development
	Funding	CDBG: $275,000
	Description	Begin construction of project design identified in phase 1
	Target Date	9/1/2020
	Estimate the number and type of families that will benefit from the proposed activities	30 households, low income census tract
	Location Description	Weirsdale, FL
	Planned Activities	water/sewer connections
2	**Project Name**	Utilities: Shores Phase 2
	Target Area	Marion County
	Goals Supported	Public Infrastructure
	Needs Addressed	Community Development
	Funding	CDBG: $30,000
	Description	Acquire property in which to place a lift station.
	Target Date	9/1/2020
	Estimate the number and type of families that will benefit from the proposed activities	approximately 60 households, low income census tract
	Location Description	Silver Springs Shores
	Planned Activities	water/sewer connections
3	**Project Name**	CRA
	Target Area	Marion County
	Goals Supported	Public Infrastructure

	Needs Addressed	Community Development
	Funding	CDBG: $100,000
	Description	Business Facade improvements; street lighting
	Target Date	9/1/2020
	Estimate the number and type of families that will benefit from the proposed activities	low to moderate income, 2,000 families
	Location Description	Silver Springs CRA, Ocala, FL
	Planned Activities	Hiring a consultant to create a Master Plan
4	**Project Name**	4.5 Acre Development Phase 1
	Target Area	Marion County
	Goals Supported	New Housing Construction
	Needs Addressed	Essential Housing
	Funding	CDBG: $25,000
	Description	consultant for Development of affordable rental units for seniors and special needs low income
	Target Date	9/1/2020
	Estimate the number and type of families that will benefit from the proposed activities	50, low income
	Location Description	Marion County
	Planned Activities	hire a consultant to develop plans to construct multi family senior and special needs housing
5	**Project Name**	CHDO
	Target Area	Marion County
	Goals Supported	New Housing Construction
	Needs Addressed	Essential Housing

	Funding	HOME: $122,147
	Description	construction of 1-2 new single family owner occupied home(s)
	Target Date	9/1/2021
	Estimate the number and type of families that will benefit from the proposed activities	1 low to moderate income family
	Location Description	This is a competitive process but any awarded funds must be used in Marion County.
	Planned Activities	construction
6	**Project Name**	Multi Family Rental Acquisition
	Target Area	Marion County
	Goals Supported	Acquisition
	Needs Addressed	Essential Housing
	Funding	HOME: $456,244
	Description	Purchase of land and/or existing structures
	Target Date	9/1/2021
	Estimate the number and type of families that will benefit from the proposed activities	10 low to moderate income
	Location Description	This is part of the competitive funding and as such specific location(s) are unknown at this time. However, all funds awarded must be spent entirely in Marion County.
	Planned Activities	Acquisition, construction/renovation, rehabilitation of rental units.
7	**Project Name**	Rental Assistance
	Target Area	Marion County

	Goals Supported	Tenant Based Rental Assistance and Rapid Rehousing
	Needs Addressed	Essential Housing
	Funding	HOME: $100,000
	Description	HOME TBRA
	Target Date	9/29/2020
	Estimate the number and type of families that will benefit from the proposed activities	low to mod income families, 10
	Location Description	Marion County
	Planned Activities	rent, deposits, utilities assistance
8	**Project Name**	City of Ocala Projects
	Target Area	Marion County
	Goals Supported	Housing Rehabilitation/Reconstruction
	Needs Addressed	Essential Housing
	Funding	HOME: $169,280
	Description	Owner occupied rehabilitation, and/or reconstruction; purchase assistance
	Target Date	9/29/2021
	Estimate the number and type of families that will benefit from the proposed activities	4 units rehabbed, low to moderate income 6 purchase assistances, low to moderate income
	Location Description	City of Ocala limits
	Planned Activities	Rehab of owner occupied homes
9	**Project Name**	City of Ocala HOME Administration
	Target Area	Marion County
	Goals Supported	Housing Rehabilitation/Reconstruction Purchase Assistance

	Needs Addressed	Essential Housing
	Funding	HOME: $22,800
	Description	Administrative costs associated with HOME activities
	Target Date	9/29/2020
	Estimate the number and type of families that will benefit from the proposed activities	n/a
	Location Description	Within the City of Ocala boundaries
	Planned Activities	Administration
10	**Project Name**	CDBG Administration
	Target Area	Marion County
	Goals Supported	Public Service Public Infrastructure Non-Profit Facility New Housing Construction Housing Rehabilitation/Reconstruction Acquisition Purchase Assistance Street Outreach Tenant Based Rental Assistance and Rapid Rehousing Homeless Prevention
	Needs Addressed	Community Development Essential Housing Homelessness
	Funding	CDBG: $384,720
	Description	Administrative costs associated with CDBG activities
	Target Date	9/30/2020

	Estimate the number and type of families that will benefit from the proposed activities	n/a
	Location Description	n/a
	Planned Activities	administration
11	**Project Name**	HOME Administration
	Target Area	Marion County
	Goals Supported	New Housing Construction Housing Rehabilitation/Reconstruction Acquisition Purchase Assistance Tenant Based Rental Assistance and Rapid Rehousing
	Needs Addressed	Essential Housing Homelessness
	Funding	HOME: $81,431
	Description	Administrative costs associated with HOME activities
	Target Date	9/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	n/a
	Location Description	
	Planned Activities	administration
12	**Project Name**	2019 ESG
	Target Area	Marion County
	Goals Supported	Street Outreach Tenant Based Rental Assistance and Rapid Rehousing Homeless Prevention
	Needs Addressed	Essential Housing Homelessness

	Funding	ESG: $159,401
	Description	Outreach, rapid re-housing and homeless prevention activities
	Target Date	9/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	5 individuals or families at risk of becoming homeless; 10 individuals or families as literal homeless 10 individuals receiving outreach services
	Location Description	
	Planned Activities	Rapid Re-housing and Homeless Prevention rental assistance including deposits, utilities, arrears; and Homeless Outreach Services. Outreach assistance not to exceed $70,000.
13	**Project Name**	Purchase Assistance
	Target Area	Marion County
	Goals Supported	Purchase Assistance
	Needs Addressed	Essential Housing
	Funding	HOME: $100,000
	Description	Down payment and closing cost assistance loaned to qualified low to mod income homebuyers
	Target Date	9/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	4 low to mod income families
	Location Description	Marion County
	Planned Activities	downpayment and closing costs assistance
14	**Project Name**	Senior Services
	Target Area	Marion County
	Goals Supported	Non-Profit Facility
	Needs Addressed	Community Development

	Funding	CDBG: $200,000
	Description	Renovation of the Marion County Senior Services facility.
	Target Date	9/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	250 low income seniors
	Location Description	Marion County
	Planned Activities	renovation to enlarge the dining area to accommodate 5 more tables, enlarge a meeting space multi-use room, including use for storing the food bank supplies.
15	**Project Name**	Public Service Projects
	Target Area	Marion County
	Goals Supported	Public Service
	Needs Addressed	Community Development Homelessness
	Funding	CDBG: $152,333
	Description	Public service projects with Literacy Council, Saving Mercy, the Community Foundation and funds will be available for a new proposed project.
	Target Date	3/31/2020
	Estimate the number and type of families that will benefit from the proposed activities	5 homeless individuals 20 special needs adults
	Location Description	This is a competitive grant, but all projects and funding awarded must be located in Marion County

	Planned Activities	staff support funding for the local Marion County Literacy Council assisting adults case management for Saving Mercy Corporation while housing homeless men and women scholarships for 5 nonprofits to attend capacity building training
16	**Project Name**	Hospital District Renovation
	Target Area	Marion County
	Goals Supported	Non-Profit Facility
	Needs Addressed	Homelessness
	Funding	CDBG: $300,000
	Description	Renovate several buildings in the new HD complex to use for homeless and low income wrap around services
	Target Date	9/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	Very low and low income families and individuals Approximately 11,000 individuals
	Location Description	Marion County
	Planned Activities	After renovation of this campus, several agencies that provide medical, mental health, dental, case management and counseling to homeless families and individuals will open.
17	**Project Name**	Owner Occupied Rehab
	Target Area	Marion County
	Goals Supported	Housing Rehabilitation/Reconstruction
	Needs Addressed	Essential Housing
	Funding	CDBG: $108,300
	Description	Homeowner assistance with rehabilitation of owned units
	Target Date	9/30/2020

	Estimate the number and type of families that will benefit from the proposed activities	4 families, low to moderate income
	Location Description	Marion County
	Planned Activities	Rehabilitation projects to include roofing, h/vac, sewer and or septic repair, handicapped accommodations
18	**Project Name**	Public Infrastructure Proposed Projects
	Target Area	Marion County
	Goals Supported	Public Infrastructure
	Needs Addressed	Community Development
	Funding	CDBG: $200,000
	Description	This is a competitive project. At this time the type of projects expected are: sidewalks, lighting, water/sewer, building facade, etc.
	Target Date	9/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	low to mod income families and individuals 5 HH or 10 individuals
	Location Description	Marion County
	Planned Activities	installation/repair: sidewalks, roads, lighting water/sewer connections, repairs building facade improvements
19	**Project Name**	Homeless Engagement Center
	Target Area	Marion County
	Goals Supported	Public Infrastructure
	Needs Addressed	Community Development Homelessness

	Funding	CDBG: $400,000
	Description	construction of an outdoor pavilion
	Target Date	9/30/2021
	Estimate the number and type of families that will benefit from the proposed activities	100 individuals
	Location Description	City of Ocala, Marion County
	Planned Activities	Construction in partnership with the City of Ocala and a homeless service provider of an outdoor pavilion Engagement Center to serve the homeless during the day with referrals, food, outreach, etc.
20	**Project Name**	Scattered Site Acquisition
	Target Area	Marion County
	Goals Supported	Acquisition
	Needs Addressed	Essential Housing
	Funding	CDBG: $50,000
	Description	Purchase of single unit vacant lots
	Target Date	9/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	3 families
	Location Description	Marion County
	Planned Activities	purchase or acquisition through surplus properties of vacant lots suitable for building a housing unit (or duplex) for a low to moderate income family.
21	**Project Name**	CV - Public Services
	Target Area	Marion County
	Goals Supported	Public Service
	Needs Addressed	Community Development

	Funding	CDBG20-CV: $280,000
	Description	Assistance to not-for-profits experiencing financial difficulties due to COVID-19 and or need to expand services to benefit low income households who need of Covid Response. Non-profits that are experiencing a loss of income, a loss of employees, a loss of goods or services may apply for Public Service assistance. Items such as food for food banks, supplies for personal protection equipment, salary for temporary employee to assist in addressing the covid-19 pandemic will be funded.
	Target Date	12/31/2022
	Estimate the number and type of families that will benefit from the proposed activities	100 families, l-m, served by the agencies funded
	Location Description	Marion County
	Planned Activities	Public Service projects will be used to assist local non-profits who will expand and maintain services in response to Covid . Such as lost funding, employees, goods or services during the global pandemic. Some projects may be funding for case management, staffing, transportation, counseling, food to restock food banks, and personal protective equipment (masks, gloves) for staff and clients. See section 105(a)(8) (42 U.S.C. 5305 (a)(8)); 24 CFR 570.201(e)
22	**Project Name**	CV – Covid Response
	Target Area	Marion County
	Goals Supported	Public Facility
	Needs Addressed	Community Development
	Funding	CDBG20-CV: $590,386
	Description	Assistance to not-for-profits who are in need to improve and or expand its facilities to provide proper social distancing.
	Target Date	12/31/2023

	Estimate the number and type of families that will benefit from the proposed activities	200 families, l-m, served by the agencies funded
	Location Description	Marion County
	Planned Activities	Not limited to: Satellite Business Incubators to improve job skills training and entrepreneurship, Homeless Shelter expansion to provide more beds, and Financial Sustainability for low income individuals in response to Covid.
23	**Project Name**	CV - Economic Development
	Target Area	Marion County
	Goals Supported	CV - Economic Development
	Needs Addressed	Community Development
	Funding	CDBG20-CV: $520,000
	Description	Assistance to Microenterprises experiencing financial difficulties due to COVID-19
	Target Date	12/31/2020
	Estimate the number and type of families that will benefit from the proposed activities	Anticipate 30-40 business applications
	Location Description	Various Marion County locations, outside the city limits of Ocala
	Planned Activities	Provide technical assistance, grants, loans, and other financial assistance to establish, stabilize, and expand microenterprises that provide medical, food delivery, cleaning, and other services to support home health and quarantine. Assistance will cover up to 6 months of salary, utilities, rent and debt payments. The maximum amount per business is $25,000. The program is being managed by the local Chamber of Commerce. They will be paid up to $20,000 to manage the program under delivery costs; this will include everything from creating the application to requesting reimbursement. See section 105(a)(22) (42 U.S.C. 5305 (a)(22)); 24 CFR 570.201(o)

24	**Project Name**	CV - Rent Assistance
	Target Area	Marion County
	Goals Supported	Homeless Prevention
	Needs Addressed	Essential Housing
	Funding	CDBG: $265,791
	Description	Assistance to tenants whose income has been affected by COVID-19 and are having trouble paying their rent
	Target Date	12/31/2020
	Estimate the number and type of families that will benefit from the proposed activities	100 families, l-m income
	Location Description	Marion County, outside the city limits of Ocala
	Planned Activities	This homeless prevention CDBG-CV funds will pay for up to 3 months of rent assistance, either arrears or future, for those who can show a loss of income directly due to COVID-19. Income limits are 80%, with most at 50% or 30%. This is a one time assistance, with funds going directly to the landlord. Based on Matrix Code 05Q, Subsistence Payments 24 CFR 570.207(b)(4) or 42 U.S.C. 5305(a)(8) + 24 CFR 570.482(c)(2)
25	**Project Name**	CV- Housing Rehabilitation
	Target Area	Marion County
	Goals Supported	Affordable Housing
	Needs Addressed	Essential Housing
	Funding	CDBG20-CV: $30,000
	Description	Assistance Owner Occupied Low to moderate income households who experienced health and/or financial hardship with Covid
	Target Date	12/31/2023

	Estimate the number and type of families that will benefit from the proposed activities	3 families, l-m, served by the agencies funded
	Location Description	Marion County
	Planned Activities	owner occupied households who need housing rehab to improve the quality of life due to covid such as but not limited to grab bars, ramps , improved air circulation, plumbing improvements, and roof repairs.
26	**Project Name**	CV - Financial Assistance
	Target Area	Marion County
	Goals Supported	Homeless Prevention
	Needs Addressed	Essential Housing
	Funding	CDBG: $66,448
	Description	Assistance to homeowners whose income has been affected by COVID-19 and are having trouble paying the mortgage
	Target Date	12/31/2020
	Estimate the number and type of families that will benefit from the proposed activities	25 l-m income families
	Location Description	Marion County outside the city limits of Ocala.
	Planned Activities	This assistance will be for those homeowners, upto 80% AMI, that have had their income affected by the pandemic and are either behind or having trouble paying their current mortgage. This will be up to 3 months of assistance, one time payment, with payment made to mortgage lender directly. Based on Matrix Code 05Q, Subsistence Payments 24 CFR 570.207(b)(4) or 42 U.S.C. 5305(a)(8) + 24 CFR 570.482(c)(2)
27	**Project Name**	ESG 2020 Marion County
	Target Area	Marion County

	Goals Supported	ESG CV - Emergency Shelter ESG CV- Homeless Prevention ESG CV- Rapid Re-housing ESG CV Outreach
	Needs Addressed	Homelessness
	Funding	ESG: $169,022 ESG20-CV: $2,133,323
	Description	Funding for homeless shelters for improvement and expansion of shelters along with operational assistance to include supplies, equipment, case management and outreach; funding for shelters experiencing overcrowding or a closed shelter due to the COVID-19 response but needing temporary emergency shelter for new homeless individuals/families such as a motel room. Funding for Emergency Shelter to include case management, childcare, education, and other services as needed. May also include Shelter renovations. Homeless Management Information System is also included for equipment, supplies, technical support, and participation fees. Housing Relocation and Stabilization funding for utility payments of up to 24 months. Rapid Re-Housing and homeless prevention are also included. This amount also includes Administrative costs.
	Target Date	9/15/2022
	Estimate the number and type of families that will benefit from the proposed activities	Expect 10-20 homeless families needing emergency, 50 people. Utility payments for up to 100 persons. Rapid re-housing and homeless prevention for approximately 50 people. Homeless or extremely low income (30%): 420
	Location Description	Marion County, including the City of Ocala.

	Planned Activities	Administration of and activities to include assistance for shelter operations to include supplies, equipment, case management, outreach and personal protection equipment; assistance for shelters to provide emergency temporary housing (motels) for families/individuals not able to enter the shelter due to overcrowding or being closed due to COVID-19; assistance to families through homeless agencies for rapid re-housing and homeless prevention; HMIS assistance to new and existing agencies; utility payments (up to 24 months including 6 months in arrears). Emergency Shelter: improvement and expansion to include but not limited to :childcare, education, legal services, health/mental health, life skills, substance abuse treatment, transportation, renovations Shelter Operations: maintenance, supplies, temporary motel rooms Housing Stabilization: 3 months utilities payments HMIS: hardware, software, tech support, participation fees Homeless Prevention: deposits, rent Rapid Rehousing: deposits rent Outreach: assess, divert street homeless
28	**Project Name**	CV - Administration
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	CDBG20-CV: $438,155
	Description	
	Target Date	9/30/2022
	Estimate the number and type of families that will benefit from the proposed activities	No direct benefit, administration costs only
	Location Description	Marion County

	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

Neither the County nor the City have designated target areas. Activities are undertaken in HUD eligible areas that are primarily considered low-income/minority concentrations, County and City wide. Both the County and the City use HUD's definition for minority and low-income concentrations. HUD defines areas of racial or ethnic concentration as geographic areas where the percentage of a specific minority or ethnic group is 10 percentage points higher than the county's overall percentage. The definition of a low-income concentration is that the Area Median Income of a Block Group must be below 50% of the Area Median Income for the Metropolitan Statistical Area (MSA).

There are three census tracts considered Areas of Minority Concentration (more than 50% minority representation), which are the same for the County and the City. The census tracts are 15 (61% minority), 17 (60% minority), and 18 (91% minority). Some Marion County CDBG funds are expended within the city limits of Ocala on public facilities for agencies serving the county as whole when a centralized location near transportation is most important to providing 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 CHDO funds which are distributed cooperatively for the best project regardless of location.

The City of Ocala primarily funds activities benefitting census block groups 14.01 (2) and (3), census tracts 17 and 18, and census tract 20.02, which have above average levels of minorities and/or low income residents.

Geographic Distribution

Target Area	Percentage of Funds
Marion County	100

Table 58 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Marion County and the City of Ocala use HUD's definitions of low-income and minority concentration (as described above) for determining any geographical investments. For public service, public facility, or public improvement activities, funding is distributed only to census tracts that are at least 51% low and moderate-income. Housing activities are a direct benefit and funding is distributed based on eligibility

guidelines as determined by County, City, and HUD guidelines. Funds for housing activities can be distributed County or City wide.

Discussion

No additional discussion.

Affordable Housing

AP-55 Affordable Housing - 91.420, 91.220(g)

Introduction

In FY 2019, Marion County will improve the housing stock using CDBG, HOME, and ESG funds by providing acquisition, housing rehabilitation, purchase assistance, mobile home repairs, rental and supportive housing, and long-term assistance to attain sustainability for very low and low income persons. In addition, the City will provide housing rehabilitation assistance, purchase assistance, and demolition/construction of housing. All recipients must complete the application process and meet income requirements. Homeowners are served on a first come first ready basis.

One Year Goals for the Number of Households to be Supported	
Homeless	15
Non-Homeless	50
Special-Needs	2
Total	67

Table 59 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	23
The Production of New Units	3
Rehab of Existing Units	30
Acquisition of Existing Units	3
Total	59

Table 60 - One Year Goals for Affordable Housing by Support Type

Discussion

No additional discussion.

AP-60 Public Housing - 91.420, 91.220(h)

Introduction

The Ocala Housing Authority manages approximately 2,142 subsidized rental units, including Section 8 and Section 202 units in various developments. The Ocala Housing Authority is the only agency in the County to receive Section 8, housing assistance program funding. The purpose of the Housing Choice Voucher Program is to promote adequate and affordable housing, economic opportunity, and a suitable living environment free from discrimination. Rents associated with the federal developments are in accordance with HUD regulations and are 30% of the total income of the household. This is monitored through a yearly income verification to determine any income changes. Eligible applicants are those whose income is within the limits as determined by HUD.

Actions planned during the next year to address the needs to public housing

The Ocala Housing Authority will continue to manage approximately 2,142 subsidized rental units, including Section 8 and Section 202 units in various developments. The Ocala Housing Authority is the only agency in the County to receive Section 8, housing assistance program funding. The purpose of the Housing Choice Voucher Program is to promote adequate and affordable housing, economic opportunity, and a suitable living environment free from discrimination. Rents associated with the federal developments are in accordance with HUD regulations and are 30% of the total income of the household. This is monitored through a yearly income verification to determine any income 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

Ocala Housing Authority has been a HUD certified housing counseling agency since 2000. OHA was recertified in 2006 and awarded grant funds to continue services as a certified housing counseling agency. OHA provides both homeownership and rental housing counseling. Counseling includes

information on how to become a homeowner, fair housing rights, and credit counseling and foreclosure prevention. OHA provides the following counseling services:

- Home Improvement and Rehabilitation Counseling;
- Homebuyer Education Programs;
- Loss Mitigation;
- Marketing and Outreach Initiatives;
- Mobility and Relocation Counseling;
- Money Debt Management;
- Mortgage Delinquency and Default Resolution Counseling;
- Post-Purchase Counseling;
- Pre-Purchase Counseling;
- Renters Assistance; and
- Services for Homeless.

OHA also offers Family Self-Sufficiency, Homebuyers Club, and Homeownership counseling programs. These programs assist Section-8 participants and residents of the public housing communities in becoming economically self-sufficient and attain homeownership.

OHA maintains ongoing resident initiatives. Resident Councils are active in each of OHA's Public Housing communities where meetings are held every other month. Guest speakers keep residents informed of new programs and opportunities. An OHA staff person attends all meetings as a liaison. A representative from the Ocala Police Department attends all meetings to assist with Neighborhood Watch Programs.

Residents receive a monthly newsletter/calendar that includes vital OHA information, updates from HUD and local community information. Public Housing staff walk through each community several times a month to maintain a visible presence on site and in an effort to increase customer service.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

N/A

Discussion

OHA is designated as a High Performer as documented through HUD's Public and Indian Housing Information Center with its Housing choice Voucher Program and a standard performer in its Public

Housing Program.

AP-65 Homeless and Other Special Needs Activities - 91.420, 91.220(i)

Introduction

Homelessness is a critical issue for all jurisdictions throughout Marion County. Every community has a homeless population and providing adequate housing and services is a significant challenge. The individuals who are homeless are typically affected by a complex set of unmet social, economic, and housing needs. These needs may include affordable housing, stable employment, treatment of medical conditions, childcare assistance, credit history, adequate rental assistance, and treatment of substance abuse and/or mental illness.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

(1) Create Street outreach teams, made up of formerly homeless persons and professionals, to identify and gain the confidence of homeless individuals with serious mental illness and/or substance abuse problems.

(2) Work with the community as a whole to create a comprehensive case management program for the chronically homeless, basing the model on Housing First as a priority.

(3) Develop additional mental health and substance abuse treatment programs targeting the homeless, based on best practices.

(4) Develop comprehensive employment, job training, and supportive services for the chronically homeless throughout the County. Employment and job training would be developed in coordination with the One-Stop Workforce system.

(5) Develop transitional and permanent housing (with appropriate supports), in concert with those local agencies and organizations that have the capacity to develop housing programs.

(6) Develop a less complicated client intake system for all homeless individuals to apply for and obtain mainstream and entitlement benefits, and to improve the responsiveness of those organizations that control benefits.

(7) Conduct aggressive member enrollment, training and monitoring of the Homeless Management

Information System.

(8) Enhance current programs which provide financial assistance and counseling to people at risk of homelessness.

It was identified in the January 2019 Public Policy Institute (PPI) report on Homelessness, that outreach activities, those aimed at unsheltered people who are homeless in whatever location they naturally stay, needed to be strengthened. They recommended outreach workers be trained to administering the VI-SPDATs and attend the Coordinated Entry meetings within two months of plan implementation.

Additional recommendations involved the diversion program, the strategy that prevents homelessness for people at the point when they are seeking shelter. A minimum of 20% of households seeking services should be diverted, and 100% of shelter providers should utilize the diversion assessment tool.

Addressing the emergency shelter and transitional housing needs of homeless persons

Emergency shelters must focus on a singular mission: placing clients into permanent housing as quickly as possible. With that in mind, the 2019 PPI study cited above, made the following recommendations for shelters: 1) 100% of shelter beds and transitional housing comply with the Housing First model; 2) staff are property trained on trauma-informed care, basic behavioral health knowledge, and Housing First; 3) case managers are trained on Housing First, housing focused case management; 4) length of stay is reduced over time, measured in 6-month increments; 5) housing placements are increased over time; 6) maximum of 2 shelter staff are trained and conduct VI-SPDATs; 7) track the number of diverted individuals from their program; and 8) limit the use of motel vouchers.

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 will continue to support local agencies that offer various services to those individuals

making a transition to permanent housing and independent living though Public Service agency capacity grants. Agencies such as United Way's Strong Family program offers intensive training in financial, job skills and family dynamics. Several agencies incorporate on-going case management for those clients as they receive rental, rapid-rehousing and homeless prevention assistance.

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.

As Marion County and the CoC strengthen its Outreach program, the intention is to create partnerships with the city and county law enforcement agencies, the city and county jail administrators and with various health care facilities to encourage and train them to utilize the city and county outreach workers and system.

Marion County intends to address the issue of the criminalization of homelessness, defined as a system that consistently utilizes punitive measures to try and address homelessness.

As the Marion County CoC is reorganizing this year, it is looking to hold several meetings and round table discussions with area hospitals and clinics, drug and alcohol treatment centers, mental health treatment providers and facilities, the Sheriff's office and jail personnel, and the 2 agencies in the county that service youth aging out of the foster system. Once needs are identified and a conversation started on how each agency can move the needle on homelessness.

Discussion

Homelessness is a multi-faceted problem in Marion County. From insuring the HMIS system is being used correctly, to nonprofit capacity to tackle the various problems, Community Services and the City of Ocala are committed to partnering with each other and all homelessness agencies to improve the service and care of the homeless population.

In Marion County, there is a need for affordable housing for the elderly and special needs population.

Community Services is in negotiation with a local hospital that leases county property, but which has a large amount of unused land, 4.7 acres. Community Services would like to build residential apartments for the elderly, with a percentage set aside for special needs.

Community Services has partnered with the Hospital District, a public agency to purchase and renovate a campus of 6 buildings to be used as a one stop facility for drug/alcohol treatment; HIV/Aids testing; mental health counseling and testing; and dental services all for low income, homeless and public housing residents.

AP-75 Barriers to affordable housing - 91.420, 91.220(j)

Introduction

Marion County will utilize a number of policies intended to provide additional flexibility in housing site planning and promote more intense development where appropriate. The county will also continue to consider alternate forms of residential development, including various types of small-lot, single-family subdivisions; senior citizen multifamily housing developments offering various degrees of care and assistance; mixed-use residential, and office and commercial developments. Marion County will continue to seek out and offer Technical Assistance to those agencies that may qualify as a CHDO.

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

1. **Expedited process of development approvals:** Require developers of more than a four unit affordable housing project to attend 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.

5. **Surplus lands inventory:** Include a surplus property incentive strategy in the 2019-2022 Marion County LHAP.

6. **Transportation hubs and transit-oriented development:** support of development near

transportation hubs and major employment centers and mixed-use developments.

Discussion

No additional discussion

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

There are various elements that produce obstacles to meeting needs within the community. Addressing all housing, homeless, and community developments 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 many times 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. Leveraging efforts with public and private funding agencies were also made 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 Analysis of Impediments to Fair Housing Choice. 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 our citizenry. The County will also continue to partner with Habitat for Humanity and the Ocala Housing Authority by providing purchase assistance funds to aid qualified

citizens realize their dream of becoming homeowners.

Actions planned to reduce lead-based paint hazards

A large amount of the homes in the City of Ocala were constructed prior to 1979 which highly increases the likelihood of the occurrence of lead associated health hazards. The City conducts lead tests on all structures built before 1979 that are scheduled for either rehabilitation, demolition, or purchasing assistance, as well as asbestos testing where applicable. Marion County's Community Services Construction Coordinator attended the Seagull Environmental Training for Lead Paint certification. Marion County only uses contractors that are lead trained and certified to carry out their rehabilitation and demolition projects. For all rehabilitation projects (except sewer connections), pamphlets explaining the nuances of lead based paint hazards are provided to the applicant.

Community Services is researching Lead Based Paint Clearance Techs and Examiners to create a database of companies to call on when lead based paint is identified.

All properties assisted with State and Federal funds built prior to 1978 will have visual examination for deteriorated paint.

All landlords are required to include an attachment to their leases a Lead Warning Statement and confirm that they have complied with all notification requirements.

All agencies receiving funding for renovation and rent assistance will be encouraged to attend the Lead Based Paint Visual Assessment Training.

Community Services will work with the Health Department to identify properties in the community that have had a child with an eleveated blood lead level. This will enable us to mark that area as a high probablility area of lead based paint.

All clients receiving rental assistance will be given phamplets, information, forms and reports on lead based paint, its health hazards, how to identify where it may be, and what steps to take if identified as existing.

Actions planned to reduce the number of poverty-level families

It continues to be a major goal of Marion County and the City of Ocala to reduce and eventually eliminate the number of poverty level families. This of course is no small task. Today the needs of families far exceed the resources in which to satisfy those needs. Too many families still do not have adequate housing, adequate transportation, access to basic nutritional needs (there is no major grocery store located in West Ocala), adequate educational and job opportunities, or adequate health care. There still exists a very large schism between the "haves and the have nots" and this divide appears to be widening.

One way that will help prevent poverty is by conducting rehabilitation projects and reconstruction projects on houses that are currently below the standard code acceptance. Applicants who are deemed to be low to moderate in income level will receive assistance from the pre-mentioned funding sources to aid them in bringing their homesteads to a safe and decent level. Marion County will also continue to partner with Habitat for Humanity in aiding low income residents in their efforts to be first time homeowners.

Marion County is seeking to positively affect the local poverty levels by aggressively locating or creating economic development opportunities that will bring increased job openings to the citizenry. Through partnership with the Chamber and Economic Partnership and the City of Ocala, a small business incubator project is being planned.

Along with the housing and economic development initiatives, Marion County and the City of Ocala will continue to work closely with local organizations in dealing with social issues that contribute to high poverty levels. By assisting public service agencies to reinvest and stabilize neighborhoods and expand the reach of their services, clients and citizens will benefit. The reinvestment and economic development activities combined with the programs of the public service organizations, will serve to reduce the amount of poverty experienced in the county.

Actions planned to develop institutional structure

Partnership is a vital piece of the community puzzle for Marion County. Future plans include a non-profit certification program through the Non-Profit Resource Center with possible funding with Public Service dollars; funding a Master Plan with the county Community Redevelopment Area to identify needs and

resources; and continued local, state and national training programs for staff to stay current on trends in community development.

Actions planned to enhance coordination between public and private housing and social service agencies

Several steps are taken to ensure coordination between public and private housing and social service agencies during the program year. Each of these steps will help facilitate information exchange between the county, city, and those providing public services. The following steps are taken to enhance coordination amongst agencies:

- A technical assistance workshop is held at the beginning of each grant year to educate nonprofit agencies on the grant funds, application process, eligible uses, additional requirements when utilizing these funds, and long-term conditions on their use.
- Ocala/Marion County's housing and community development plan is carried out through a combination of public, private and non-profit organizations, many of which participate in the Citizen Participation Process. With HOME funds and the Consortium with the City of Ocala, the County works with the City to develop and train CHDO's as well as other housing partners.
- Both county and city staff continue to play active roles in the community alliance organizations dealing with homelessness (Homeless Council), children's issues (Children's Alliance), community issues (Community with a Heart) and mental health issues (Mental Wellness Coalition).

Discussion

No further discussion.

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(l)(1,2,4)

Introduction

Marion County Community Services Department makes funding awards through procurement processes called Requests for Proposals (RFPs). An RFP is an open and competitive funding allocation process in which Community Services will set the desired outcomes and agencies respond by submitting a proposal requesting an investment to achieve these outcomes by providing specific program or project services. The specific requirements for requests for proposals will be detailed in procurement materials. Funding opportunities and materials are posted on the county Web page: www.marioncountyfl.org; i targeted emails; and via an ad in the local newspaper. See specifically the Funding Proposal Policy attachment.

Requests for Proposals indicate the amount and type of funding anticipated for specific funding areas, funding outcomes, priorities for funding, and eligible activities for contracts awarded through the RFP. All agencies submitting proposals for funding through the competitive RFP will demonstrate their ability to deliver established outcomes for clients by providing specific services.

Proposals are accepted year round. If the project meets the current requirements and funding focus area, and funds are available, a full application is requested and the project is put on the schedule to be completed within the next year. If funds are not currently available, the project is accepted as a "Plan B" project, to cover either a cancelled, delayed or non-performing current project. If it doesn't become a Plan B project, it is moved to the next fiscal year as an approved project.

Funding is provided in the form of a contract between the recipient agency and Community Services. The contract contains terms and conditions of funding, reporting and invoicing requirements, performance expectations and service delivery levels, record keeping responsibilities, and consent to on site monitoring as requested by the County.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0

2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income.Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

   No other forms of investment will be used.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

   Included in all HOME project contracts is the following language:

   1. RECAPTURE – is hereby defined as the method COUNTY has chosen to recoup all of the HOME assistance if the housing is sold (voluntary or involuntary) as described in 24 CFR 92.254 (5)(ii).Section VII – REPAYMENT OF LOAN All HOME funds are subject to repayment in the event the Project does not meet the Project requirements as outlined in this Agreement.It is understood that upon the completion of the Project, any HOME funds reserved but not expended under this Agreement, will revert to COUNTY. Sale of the property by DEVELOPER to another developer may occur only with the approval of COUNTY. Provisions in those sale

documents will provide for the extinguishment of the affordable housing requirements only in the event of a third-party foreclosure or deed in lieu of foreclosure.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

- Included in all HOME project contracts is the following language: "AFFORDABILITY PERIOD – is hereby defined as the period the HOME-assisted Unit must meet the requirements for a qualified low-income family; that the rental property owner charges no more than the restricted HOME rents and provides specific tenant protections. For rental projects, the Affordability Period begins on the date of execution of this Agreement and is in effect for the appropriate number of years based on HOME funding amount and at the direction of COUNTY."

- "The housing shall be rented to an individual/family who qualifies as low- to moderate-income. The family shall be determined income eligible in accordance with the area median income limits for Marion County, Florida as published annually by HUD and adjusted for family size. DEVELOPER is responsible for qualifying the family as income eligible for assistance. Income documentation shall be in a form consistent with HOME requirements as stated in the HUD '*Technical Guide for Determining Income and Allowances under the HOME Program' found at* http://www.hud.gov/offices/cpd/affordablehousing/library/modelguides/2005/ l 780.cfm."

- "Rent Limitations: Rents for tenants cannot exceed the lower of the area's Fair Market Rent (FMR) or thirty percent (30%) of the adjusted income of a family whose annual income equals sixty five percent (65%) of AMI."

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that

will be used under 24 CFR 92.206(b), are as follows:

n/a

Emergency Solutions Grant (ESG)
Reference 91.220(l)(4)

1. Include written standards for providing ESG assistance (may include as attachment)

   See attached ESG Standards

2. If the Continuum of Care has established centralized or coordinated assessment system that meets HUD requirements, describe that centralized or coordinated assessment system.

   Coordinated Entry provides access for all persons in need of assistance through the use of multiple locations called access points. These points include 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 vlunerabilities and levels of assistance needed. A score of 9 has been established as a baseline score from which prioritization for housing will occur. Higher scores represent increased vulnerabilities and service needs.

   As required by both regulation and the local CoC, a Coordinated Entry assessor maintains a by-name list, a listing of every known homeless individual and family in Marion County. The assessor attempts to match the highest scoring household which most closely matches an agency's target population. Each agency receiving a name off the list is asked to update HMIS and send the assessor the results of any referrals.

   Case conferencing meetings are open to all providers and held regularly to discuss progress of referrals, needed process changes and case specific issues.

   This coordinated assessment system described in the CoC Manual (see attachment) meets HUD requirements, according to 24 CFR 578.3.

3. Identify the process for making sub-awards and describe how the ESG allocation available to private nonprofit organizations (including community and faith-based organizations).

   Each program year, 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. The City of Ocala, which will most likely be funded for outreach services during the 2019-2023 5 year Plan, has plans to hire a formerly homeless individual as a Street Outreach employee.

   The Ocala/Marion County Continuum of Care (CoC) already includes citizen input in its operations. The lead agency for the CoC is Marion County Homeless Coalition (MCHC), and it leads a broad coalition of government, faith communities, and the not-for-profits, the business community and homeless and formerly homeless people working together to end homelessness in Marion County. ESG funding decisions are coordinated with MCHC, as lead CoC agency, and its Rank and Review committee.

   The CoC brings together local governments, religious institutions, not-for-ÂÂÂ•profits, philanthropic organizations, shelter and housing providers, the private sector and engaged citizens in a coordinated effort that both responds to the immediate crisis of homeless individuals and addresses the root causes of the problem in our region. Community partners ensure that the effort to end homelessness in Marion County incorporates the expertise of people who experience homelessness – including those who are at risk of becoming homeless or were formerly homeless – at all levels of implementation, evaluation, and plan revision.

5. Describe performance standards for evaluating ESG.

   The performance standards for evaluating ESG are based on the intended purpose of the service type and the expected outcome of fulfilling that purpose. Marion County collaborates with the Ocala/Marion County Continuum of Care to set and evaluate required performance standards per ESG activity. Street outreach activities are intended to expand outreach and services to homeless persons. Homelessness prevention services seek to reduce the number of homeless households that seek emergency shelter. Rapid Rehousing services are intended to reduce the length of

homelessness with households served placed in and maintained in permanent housing. The Homeless Management Information System is intended in increase and maintain the data quality of the ESG programs within HMIS with the expectation that no more than 5% miss or null data is required for all required fields.

Included in Community Services' ESG contracts with agencies is the following language:

- Sub-Grantee shall follow the requirements for housing stability case management outlined in 24 CFR Part 576.401(e)
- Sub-Grantee shall work with the Continuum of Care to ensure the screening, assessment and referral of Project participants are consistent with the written standards required by Homeless Management Information Systems ("HMIS").
- The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4826), the residential Lead-Based Paint Hazard Reduction Act of 1993 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR Part 35, subparts A, B, H, J, K, M and R shall apply to all housing occupied by Project participants
- Sub-Grantee cannot use ESG funds to help a Project participant remain or move into housing that does not meet the minimum habitability standards provided in 24 CFR Part 576.403(c)(1-10).
- Sub-Grantee shall become familiar with and agrees to comply with the ESG Project regulations set forth at 24 CFR Part 576 and applicable related federal regulations, including but not limited to 24 CFR Part 5, 24 CFR Part 84, and 24 CFR Part 85; and applicable Office of Management and Budget (OMB) Circulars referenced within the regulations. Sub-Grantee also agrees to comply with all other applicable federal, state and local laws, regulations and policies governing the funds provided under this Agreement.
- Sub-Grantee, in a manner satisfactory to County, shall carry out or cause to be carried out all services described or referred to in ***Exhibit B*** [scope of work, time line and budget], which is attached hereto and made a part of hereof. Such services shall be performed, except as otherwise specifically stated herein, by persons or instrumentalities solely under the dominion and control of Sub-Grantee.

ESG Performance Standards are included in the attachments.

no further discussion

Appendix - 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 American Community Survey (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** PIT
	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 Point in Time 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
3	**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 homelessness was chosen as its topic and over a 12 month period, with a committee of interested citizens, researched this topic.

	What was the purpose for developing this data set? To develop a set of recommendations that can be accomplished in a 12-18 month period with meaningful results. To determine if the 3 factors to successfully address homelessness exists in Marion County: leadership, a plan and funding.
	How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population? This study covered the entire county, but not only local efforts but researched efforts of other communities across the country seeking best practices.
	What time period (provide the year, and optionally month, or month and day) is covered by this data set? September 2017 to January 2018.
	What is the status of the data set (complete, in progress, or planned)? The study was completed and a comprehensive report, "Homelessness, The Long Way Home" was published in January 2019 and distributed through out 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.
4	**Data Source Name** Ending Homelessness in Marion County
	List the name of the organization or individual who originated the data set. Florida Housing Coalition
	Provide a brief summary of the data set. A report was written by the funding arm of Florida's agency on Housing to review current and the desired state 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 ReHousing and Permanent Supportive Housing.
	What was the purpose for developing this data set? 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.

	How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population? The report focused on the entire county, with specific attention given to the Continum of Care board and members.
	What time period (provide the year, and optionally month, or month and day) is covered by this data set? 2017-2018
	What is the status of the data set (complete, in progress, or planned)? Completed, with the report, "Ending Homelessness in Marion County", published in 2018.

City of Ocala

Community Development Services

Community Development Block Grant

HUD Five-Year Consolidated Plan 2019-2023

ANNUAL ACTION PLAN 2019-2020

Rehabilitation Services



Demolition Services





Homelessness

EQUAL HOUSING OPPORTUNITY

Amended on May 29, 2020 to add CDBG Cares Act funds to the CDBG 2019-2023 Five-Year Consolidated Plan and 2019-2020 Annual Action Plan and Amendment to the Citizen Participation Plan.

Executive Summary

ES-05 Executive Summary – 24 CFR 91.200(c), 91.220(b)

1. Introduction

The Consolidated Plan consists of the information required in 24 CFR Part 91, Consolidated Submissions for Community Planning and Development Programs. The Consolidated Plan serves as a planning document, application for Federal Funds, strategic plan in carrying out U.S. Department of Housing and Urban Development (HUD) programs, and Annual Action Plan that provides the basis for assessing performance.

The City of Ocala and Marion County HOME Consortium Five Year Consolidated Plan covers the time period from October 1, 2019, through September 30, 2024. The Plan identifies community needs and details those initiatives that will address those needs and is structured in a format that will help to measure performance. This five-year planning document identifies priority housing, homeless, special populations and community development needs, establishes general strategies for addressing those needs, and integrates the application, planning, and citizen participation requirements for the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME).

The City of Ocala Community Development Services Department is responsible for administering the CDBG funding grant and other State funding grant. The Community Services Department is the lead agency designated to administer HOME funds on behalf of the Marion County HOME Consortium, of which the City of Ocala is a participating member. The City of Ocala receives CDBG funds directly from HUD. The City of Ocala Community Development Services Department is the entity responsible for approving the application of grant funds for various activities outlined in the Consolidated Plan and the One-Year Annual Action Plan.

Through a comprehensive process, the City of Ocala and Marion County have identified objectives and outcomes for the 2019-2024 Consolidated Plan. The following goals and objectives are intended to be accomplished during the Consolidated Plan period and encompass goals established by both the City

and County. Certain objectives will be accomplished through the County's CDBG, HOME, or ESG programs and other objectives will be accomplished with City CDBG and HOME funding. In some cases, both County and City will undertake similar activities to meet specific objectives.

2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

Goal 1 - Owner Occupied Rehabilitation- by providing home repairs to low-income owner-occupied homes to include emergency repairs and ADA compliant accessibility.

- **Objective -** Provide Decent Affordable Housing
- **Outcome -** Sustainability
- **Specific Outcome Indicator -** 25 Homeowner Housing Units Rehabilitated

Goal 2 – Clearance/Demolition/Acquisition- two activities: demolition of abandoned-dilapidated, vacant housing and acquisition of property suitable for construction of affordable housing.

- **Objective -** Provide Decent Affordable Housing
- **Outcome -** Affordability
- **Specific Outcome Indicator –** Removal of 10 structures and acquisition of 1 property.

Goal 3 – Public Facility/Public Infrastructure- two activities: construction of sidewalks and lighting in underserved neighborhoods and provide assistance to a local non-profit for construction of facility.

- **Objective –** Low- to- Mod Area Benefit LMA
- **Outcome –** Quality of Life
- **Specific Outcome Indicator –** Removal of 10 structures and acquisition of 1 property.

Goal 4 – Planning and Administration- Program administration

- **Objective -** Provide Decent Affordable Housing
- **Outcome -** Sustainability
- **Specific Outcome Indicator –** General Program Administration

3. Evaluation of past performance

The City of Ocala funds activities consistent with the goals and objectives of the 2014-2018 Consolidated Plan and activities also having the greatest impact on addressing community needs. As in previous years, the City funded various activities that continued to improve housing conditions and improve the living environment within the City of Ocala.

Ocala continues to progress in meeting its Consolidated Plan goals and funding activities benefitting at least 70% low-to moderate-income persons as certified to in the 2014-2018 Consolidated Plan.

4. Summary of citizen participation process and consultation process

The Citizen Participation Plan (CPP) encourages public participation, emphasizing involvement by low and moderate-income persons, particularly those living in areas targeted for revitalization and areas where funding is proposed. In addition, it encourages the participation of all its citizens, including minorities, non-English speaking persons, and persons with disabilities. Written materials can be provided in Spanish, and the City makes all reasonable accommodations for persons with special needs that request assistance. The City has Spanish speaking staff to assist with translation upon request.

During any given program year, the City seeks assistance in implementing these programs from outside agencies/organizations through a targeted request for proposal process. Technical assistance is provided to both organizations and individuals, including those representatives of low- and moderate-income people, who are interested in submitting a proposal to obtain funding for an activity and request such assistance.

The City provides the public with reasonable and timely access to information and records relating to the data or content of all federally required documents and publications. The City also provides full and timely disclosure of program records and information for the preceding five years consistent with applicable Federal, State and local laws regarding personal privacy and confidentiality.

On May 30, 2019, an advertisement was published in the Ocala Star Banner soliciting public comment on the development of the 2019-2024 CDBG Consolidated Plan and the 2019-2020 Annual Action Plan. A draft of the Citizen Participation Plan was also made available for review. This provided for the 30-day public comment period from May 30, 2019 through June 30, 2019. During this comment period a public hearing was held on June 19, 2019 to receive further comment.

For the development of the 2019-2024 CDBG Consolidated Plan and the 2019-2020 Annual Action Plan, draft documents with recommended uses of funding were made available for public review and an advertisement was published in the Ocala Star Banner on July 2, 2019 providing for the 30-day public comment period from July 2, 2019 through August 2, 2019. During this comment period a public hearing was held on July 22, 2019 to receive further comment. The Citizen Particaption Plan was revised in 2019 and adopted by City Council on August 6, 2019. See attached Citizen Participation Plan document.

The plan was amended for the addition of virtual meetings in case of a declared emergency and following HUD waivers on March 27, 2020, a change in the number of days required for public notification from 30 days to 5 days.

A publication in the Ocala Star Banner was placed on July 16 for the public hearing in reference to the CDBG-CV Funding. A Public hearing took place on July 30,2020 at the Citizens Center Building at 5:30pm with no comments being made. The City would accept comments from July 15, 2020 to August 15,2020.

5. Summary of public comments

AT the public hearing held on July 30,2020, no comments were given.

At the public hearing held on June 19, 2019, two comments were received.

- Develop one location for the homeless to be assisted for legal aid, medical, housing, etc.
- Create an employment training center for the homeless.

The Community Needs Survey resulted in 168 responses. As is typical of these types of tools, not every respondent answered every question. Paper responses are included as an attachment.

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments were accepted.

7. Summary

Citizen participation was solicited, and public comments have been considered in the development of this document.

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

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	OCALA	Community Development Services Department

Table 61– Responsible Agencies

Narrative

The City of Ocala is a CDBG Entitlement Community and receives its funds directly from HUD, which are reported under this Consolidated Plan. The City is also a HOME Participating Jurisdiction through the Marion County/Ocala HOME Consortium. Marion County is the lead agency responsible for reporting consortium activities, including the City of Ocala's HOME funds. The City's HOME funding, activities, and strategies are described under the Marion County 2019-2024 Consolidated Plan.

The City of Ocala's Community Development Services Department is the lead agency responsible for the implementation of its federal CDBG grant program. The Community Programs Division oversees the administration of all housing and community development activities undertaken using CDBG funds and is the responsible agency in reporting accomplishments. The Division's manager is responsible for the development of the City's Five-Year Consolidated Plan (for the CDBG program), the Annual Action Plan, and the Consolidated Annual Performance and Evaluation Report. The Director reviews the reports and City Council ultimately approves the final version of the Plans.

Consolidated Plan Public Contact Information

The City of Ocala used public meeting information and surveys to assist in the development of funding priorities. The Community Programs Manager is responsible for collecting data and comments from the public and other stakeholders regarding the Consolidated Plan:

Burnadine Rich, Manager, Community Programs – City of Ocala, 201 SE 3rd Street, 2nd Floor, Ocala, FL 34471, Email: brich@ocalafl.org, Phone:352-629-8322

PR-10 Consultation - 91.100, 91.110, 91.200(b), 91.300(b), 91.215(l) and 91.315(l)

1. Introduction

As a CDBG Entitlement and a HOME Participating Jurisdiction in the Marion County/Ocala HOME Consortium, the consultation process for the 2019-2024 Consolidated Plan is conducted in partnership between the City of Ocala and Marion County. The consultation process is one process for the purposes of this plan. As a result, certain information may overlap. Staff from the City and County conducted agency consultation with various social service providers, public service agencies, housing agencies, non-profit organizations, and other relevant stakeholders. Results of these consultations helped to provide the basis for the City's five-year strategy as outlined in the 2019-2024 Consolidated Plan

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)).

The Community Programs Division coordinates with various public, private, and non-profit agencies in carrying out its activities. Collaboration between and among local, county, and state agencies is critical for addressing community needs and achieving the goals and objectives identified in the Consolidated Plan. The City fosters and maintains partnerships with other public and private agencies for the successful delivery of its housing and community development programs.

Private entities effectively support the delivery of programs and services by offering additional resources that can be leveraged to supplement existing services or fill in gaps. The City of Ocala continues to seek additional funding sources for housing and community development activities whenever possible.

Several steps have been taken to enhance coordination between public and assisted housing providers and private and governmental health, mental health, and service agencies. Each of these steps helps facilitate information exchange between the City and those providing public services. Ocala's housing and community development plan is carried out through a combination of public, private and non-profit organizations, many of which participate in the citizen participation process.

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

Staff members from the City of Ocala and Marion County hold seats on the Continuum of Care (CoC) board. The City has created an Office of Homeless Prevention which is led by the City's Social Services Liaison. Our liaison is a retired police major and has strong ties to the community. He currently chairs the CoC Board, conducts the annual PIT count, administers additional periodic PIT counts and serves on the board of the local Salvation Army.

In an effort to address the needs of homeless persons, the Housing Committee has conducted several meetings and has brought together all members of the CoC and other not-for-profit agencies involved in providing shelter and case management.

Ocala/Marion County's CoC has established a strategy for addressing the needs of homeless individuals and families making Permanent Supportive Housing a priority for Marion County. The vision is to develop a collaborative community-wide effort to implement a system that addresses homelessness in Marion County, with every individual and family being self-sufficient and having safe, decent, affordable, permanent housing. The vision includes:

2. Creation of street outreach teams made up of formerly homeless persons and professionals, to identify and gain the confidence of homeless individuals with serious mental illness and/or substance abuse problems. The city recently hired an Outreach and Referral Specialist to work with the Social Services Liaison.
3. Working with the community as a whole to create comprehensive case management for the chronically homeless, using the Housing First model
4. Development of additional mental health and substance abuse treatment resources targeting the homeless based on best practices
5. Development of comprehensive employment and job training, and supportive services for the chronically homeless throughout the County. Staff has a close relationship with CareerSource Citrus Levy Marion, the community's local workforce board.
6. Development of transitional and permanent housing (with appropriate supports), in concert with those local agencies and organizations that have the capacity to develop housing programs and perform case management.
7. City staff actively sought and obtained training in the use of the VI-SPDAT assessment tool and recently began administering the assessment in an effort to more quickly link homeless individuals to services.
8. Aggressive member enrollment, training and monitoring of the Homeless Management Information System

9. Enhancement of current programs which provide financial assistance and counseling to people at risk of homelessness

Marion service providers and local governmental agencies support and encourage the ongoing efforts of the CoC and have used the CoC as a basis for its 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

The City of Ocala does not receive or administer ESG funds. The City does participate in the Continuum of Care and supports the Marion County Homeless Council in efforts assisting homeless and special needs populations. The City did participate in consultations with the Homeless Council, however does not utilize its CDBG funds for homeless activities. The City coordinates with the County and the Homeless Council when possible to assist in eliminating homelessness in Marion County. The Homeless Council and Marion County are the lead entities utilizing funds to benefit homeless and special needs populations

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 62– Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	Marion County Homeless Council
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Throughout the year the organization participated with the city in face-to-face meetings, community meetings, through e-mails, and by phone calls and they distributed Community Needs Surveys on behalf of the City. It is anticipated that staff's relationships with this agency will increase coordination of services.
2	**Agency/Group/Organization**	The Salvation Army
	Agency/Group/Organization Type	Services - Housing Services-Elderly Persons Services-Persons with Disabilities Services-homeless Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Throughout the year the organization participated with the city in face-to-face meetings, community meetings, through e-mails, and by phone calls. It is anticipated that staff's relationships with the Salvation Army staff will increase coordination of services and provide better outcomes for our homeless population.
3	**Agency/Group/Organization**	Vets Helping Vets of America
	Agency/Group/Organization Type	Services-Veterans
	What section of the Plan was addressed by Consultation?	Homelessness Needs - Veterans

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Throughout the year the organization participated with the city in face-to-face meetings, community meetings, through e-mails, and by phone calls. It is anticipated that staff's relationships with this agency will increase the success of veterans in our community.
4	**Agency/Group/Organization**	Interfaith Emergency Services
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Throughout the year the organization participated with the city in face-to-face meetings, community meetings, through e-mails, and by phone calls and they distributed Community Needs Surveys on behalf of the City. It is anticipated that staff's relationships with this agency will increase coordination of services.
5	**Agency/Group/Organization**	The Centers, Inc.
	Agency/Group/Organization Type	Publicly Funded Institution/System of Care
	What section of the Plan was addressed by Consultation?	Substance Abuse; mental health counseling
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Throughout the year the organization participated with the city in face-to-face meetings, community meetings, through e-mails, and by phone calls. It is anticipated that staff's relationships with this agency will increase coordination of services for those needing mental health counseling.
6	**Agency/Group/Organization**	CREATIVE SERVICES INC.
	Agency/Group/Organization Type	Services-Victims of Domestic Violence
	What section of the Plan was addressed by Consultation?	Housing Need Assessment

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Face to face, email, phone, consult on housing needs for victims of domestic violence
7	**Agency/Group/Organization**	Habitat for Humanity of Marion County, Inc.
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Face to face, phone, email, community meetings,funding relationship
8	**Agency/Group/Organization**	Literacy Council
	Agency/Group/Organization Type	Services-Education
	What section of the Plan was addressed by Consultation?	Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Face to face, phone, email, community meetings
9	**Agency/Group/Organization**	OCALA HOUSING AUTHORITY
	Agency/Group/Organization Type	Housing PHA Services - Housing Services-Elderly Persons Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homelessness Strategy

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Throughout the year the organization participated with the city in face-to-face meetings, community meetings, through e-mails, and by phone calls and they distributed Community Needs Surveys on behalf of the City. It is anticipated that staff's relationships with this agency will increase coordination of services.
10	**Agency/Group/Organization**	Shepherd's Lighthouse Inc
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Face to face, phone, email consultation on homeless needs
11	**Agency/Group/Organization**	KID CENTRAL
	Agency/Group/Organization Type	Services-Children Services-Elderly Persons Services-Victims of Domestic Violence Services-homeless Child Welfare Agency
	What section of the Plan was addressed by Consultation?	Homeless Needs - Families with children
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Face to face, phone, and email concerning needs of families and children and how CDBG program activities can provide needs.
12	**Agency/Group/Organization**	Marion County Sheriff's Office
	Agency/Group/Organization Type	Law Enforcement
	What section of the Plan was addressed by Consultation?	Homelessness Strategy

	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Face to face, email to discuss transitioning individuals out of the jail system into housing.
13	**Agency/Group/Organization**	Ocala/Marion County Chamber & Economic Partnership
	Agency/Group/Organization Type	Business Leaders Civic Leaders Business and Civic Leaders
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Economic Development
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The office has an ongoing relationship with the staff and have discussed homeless issues. The entity distributed the Community Needs Assessment questionnaire to their membership.
14	**Agency/Group/Organization**	Career Source CLM
	Agency/Group/Organization Type	Services-Employment
	What section of the Plan was addressed by Consultation?	Homelessness Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	face to face, emails and an ongoing relationship with the VP for Business recruitment. Discuss community jobs, housing and homeless issues.
15	**Agency/Group/Organization**	MARION COUNTY PUBLIC SCHOOLS
	Agency/Group/Organization Type	Services-Children Services-Education
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Unaccompanied youth
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	Face to face meeting with school board member to discuss housing needs of children.

Identify any Agency Types not consulted and provide rationale for not consulting

Agency that serves those with HIV/AIDS, other than the local hospitals and health department, a local agency does not exist.

Lead-Based Paint - Environmental Protection Agency was not consulted. However, staff uses resources available on the EPA and DEP websites.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Marion County Homeless Council	Goals do not overlap
Ocala Housing Authority Agency Plan	Ocala Housing Authority	Goals do not overlap
Chamber and Economic Partnership Strategic Plan	Ocala/Marion County Chamber & Economic Partnership	Goals do not overlap
Hospital District of Marion County	Hospital District of Marion County	Goals do not overlap
2018 Florida ALICE Report	United Way of Florida	Goals do not overlap
Community Health Assessment	Florida Health Department Marion County	Goals do not overlap
Homelessness: The Long Way Home	Public Policy Institute of Marion County, Inc.	Goals do not overlap

Table 63– Other local / regional / federal planning efforts

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(l))

The Community Development Services Department has an on-going relationship with Marion County Community Services, and uses their assistance, when necessary, to carry out goals and objectives of the Consolidated Plan. Community Programs staff regularly meets with representatives of public service agencies, is involved in strategizing to facilitate service, and participates, as needed on various boards. The City's creation of the Office of Homeless Prevention has created synergy between departments within the city and has enhanced relationships with local law enforcement and the judicial system. These newly formed relationships have provided additional avenues for communicating needs of our citizens. The city will endeavor to build relationships with state entities to strength housing and homeless programs in the community.

Narrative

Modernizing HUD's Consolidated Planning Process to Narrow the Digital Divide and Increase Resilience to Natural Hazards Specific:

The City operates a fiber network and staff is exploring the possibility of providing additional service at reduced rates.

The Community Development Services staff has regular communications with the City's Water/Sewer department and regularly discusses flood mitigation in flood prone areas.

Department works closely with EPA and DEP representatives as part of the administration of the City's Brownfields Program.

Department staff regularly communicate with emergency operations team to coordinate housing/shelter services for homeless particularly during storm events.

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

City of Ocala Amendment to the 2020 Citizens Participation Plan and the Amendment to the 2020 Action Plan for the release of the Cares Act, Supplemental Funding (CDBG CV-1) issued by the US Department of Housing and Urban Development (HUD), this amendment will be in effect till September 30,2021.

The plan was amended for the addition of virtual meetings in case of a declared emergency and following HUD waivers on March 27, 2020, a change in the number of days required for public notification from 30 days to 5 days.

A publication in the Ocala Star Banner was placed on July 16 for the public hearing in reference to the CDBG-CV Funding. A Public hearing took place on July 30,2020 at the Citizens Center Building at 5:30pm with no comments being made. The City would accept comments from July 15, 2020 to August 15,2020.

This Amendment to its Citizen Participation Plan as outlined in the Five-Year Consolidated Plan dated 2019-2023. As per the newly guidance delivered because of the Coronavirus Aid, Relief, and Economic Security (CARES) Act, Public Law 116-136, signed into law on March 27, 2020 to combat the effects of COVID-19, the following amendment is proposed to the City of Ocala's Citizen Participation Plan as Follows: Funding to the Meals on Wheels Program in the amount of $50,000.00 and Chamber & Economic Partnership (CEP) to administer $200,000.00 as Microenterprise Emergency Loans to small businesses within the city limits, with a max of $25,000.00 in the form of a forgivable loan with $20,000 as administration money. Hearing for this Amendment was April 1 ,2020, there were no comments to this hearing.

The City of Ocala recognizes how critical citizen participation is to the Consolidated Plan process. The City is a CDBG Entitlement community and a member of the Marion County/Ocala HOME Consortium. Because of this arrangement, the City and County conduct the citizen participation process as a partnership to include both programs. A public notice was published outlining the City's proposed CDBG budget and activities. Public hearing was held on June 19, 2019 to solicit input from pertinent stakeholders and City residents. In addition, a survey

was available to public to provide further opinion on City housing and community development needs. The Consolidated Plan was published on May 30, 2019 for a 30-day public comment period. The Citizen Participation Process provides a basis for determining needs and setting priorities, however, two public comments were made. All public comments received during the process are considered. Plan was adopted on August 6, 2019.

A publication in the Ocala Star Banner was placed on July 16 for the public hearing in reference to the CDBG-CV Funding. A Public hearing took place on July 30,2020 at the Citizens Center Building at 5:30pm with no comments being made. The City would accept comments from July 15, 2020 to August 15,2020.

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 Hearing	Non-targeted/broad community	two citizens attended public hearing	two public comments were received	none	
2	Newspaper Ad	Non-targeted/broad community	no direct response	no comments	none	

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	survey	Non-targeted/broad community Residents of Public and Assisted Housing	168 responses to the survey were received	four comments were received	none	
4	Public Hearing	Non-targeted/broad community Residents of Public and Assisted Housing	no direct response	no comments	none	
5	Newspaper Ad	Non-targeted/broad community	None	No Comments received	None	
6	Public Meeting	Non-targeted/broad community	No direct Response	None	None	

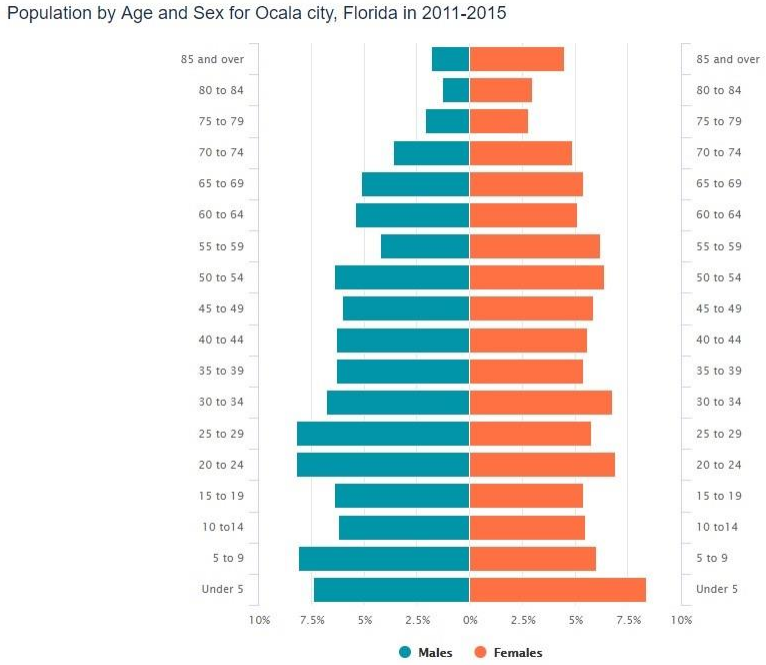
Table 64– Citizen Participation Outreach

Needs Assessment

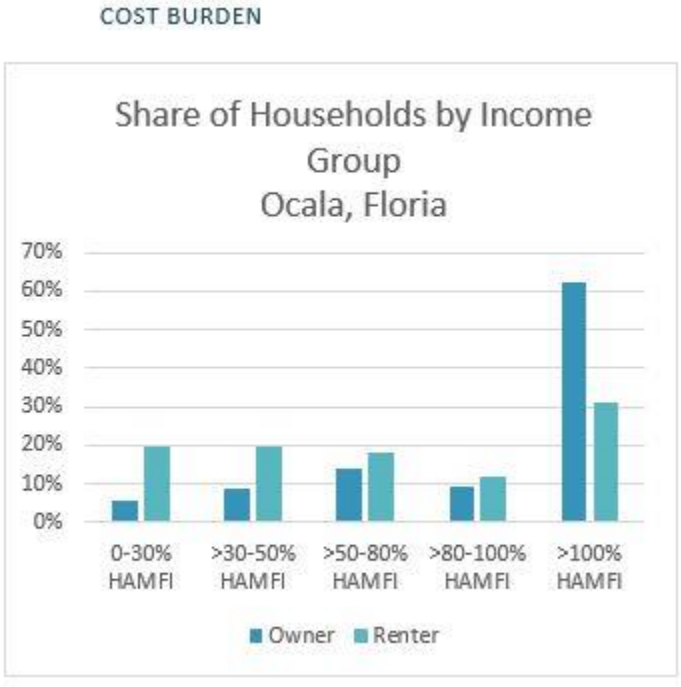
NA-05 Overview

Needs Assessment Overview

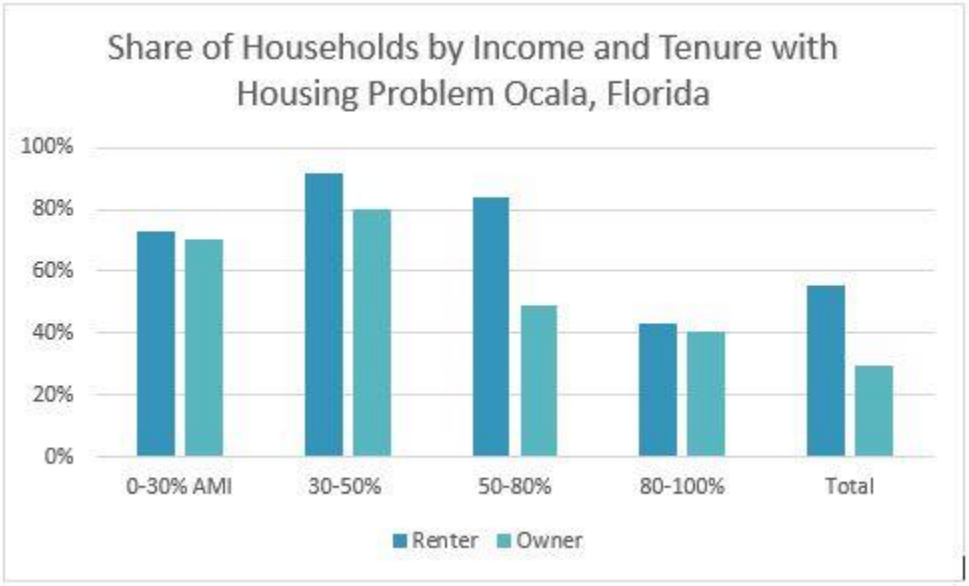
The population of Ocala city, Florida in 2011-2015 was 57,209, up from 56,315 in 2010. (2010 Decennial Census, 2011-2015 American Community Survey) Ocala has a population of 29,325 (51.3 percent) females and 27,884 (48.7 percent) males. There are 21,664 households in Ocala city, Florida. The average household size is 2.50 people. Families make up 56.5 percent of the households in Ocala. This figure includes both married-couple families (35.4 percent) and other families (21.1 percent). Female householder families with no husband present and own children under 18 years are 10.3 percent of all households. Nonfamily households make up 43.5 percent of all households. *Age:* The median age in Ocala is 36.1 years. An estimated 24.5 percent of the population is under 18 years, 35.3 percent 18 to 44 years, 22.8 percent 45 to 64 years, and 17.4 percent is 65 years and older. 27.1 percent of all households have one or more people under the age of 18; 31.0 percent of all households have one or more people 65 years and over. For Ocala's population reporting one race alone, 69.1 percent are White; 23.0 percent are Black or African American; 0.5 percent are American Indian and Alaska Native; 3.3 percent are Asian; 0.0 percent are Native Hawaiian and Other Pacific Islander, and 0.9 percent are some other race. An estimated 3.1 percent report two or more races. An estimated 11.3 percent of the people in Ocala city, Florida are Hispanic. An estimated 60.2 percent of the people in Ocala city, Florida are White non-Hispanic. People of Hispanic origin may be of any race. *Disability* In Ocala city, Florida, 14.7 percent of the population report a disability. The likelihood of having a disability varies by age - from 3.6 percent of people under 18 years old, to 13.1 percent of people 18 to 64 years old, and to 37.1 percent of those 65 and over.



Population



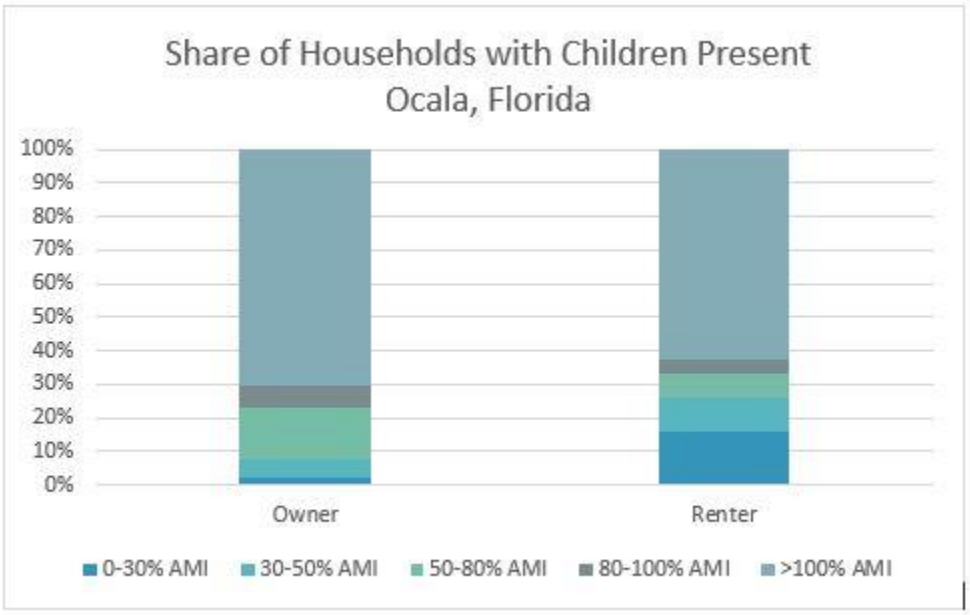
Share of Household by Income



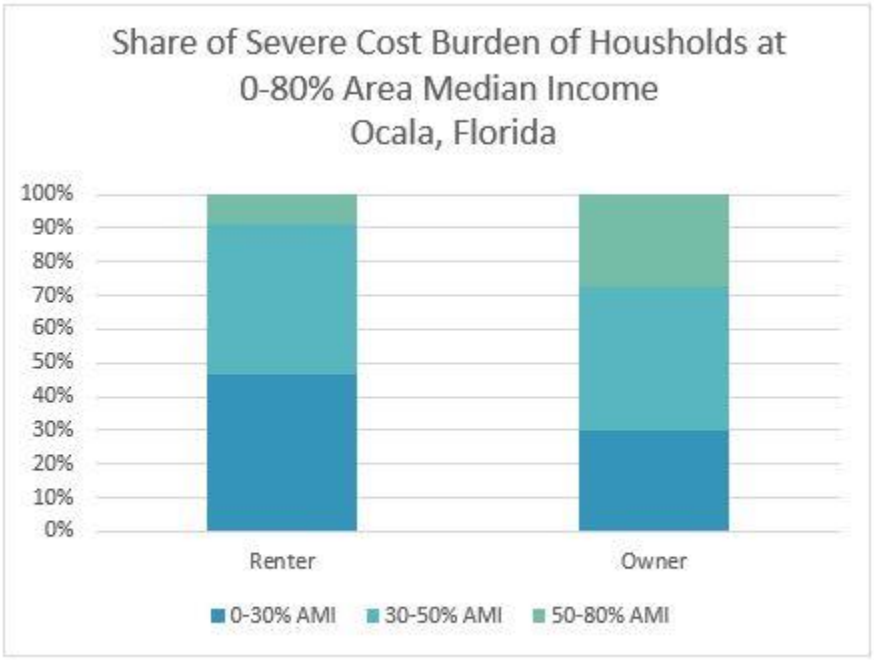
Share of Household by Income and Tenure

Share of Households by Income Level and Tenure with Housing Problem					
Tenure	0-30% AMI	30-50%	50-80%	80-100%	Total
Renter	73%	92%	84%	43%	56%
Owner	70%	80%	49%	41%	30%
(2011-2015 Comprehensive Housing Affordability Strategy)					

Share of Household by Income Level and Tenure

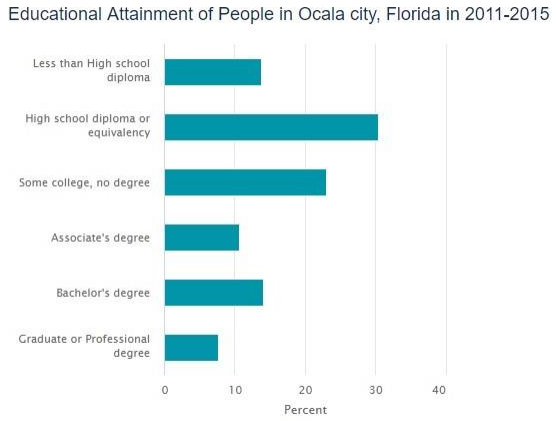


Share of Household with children

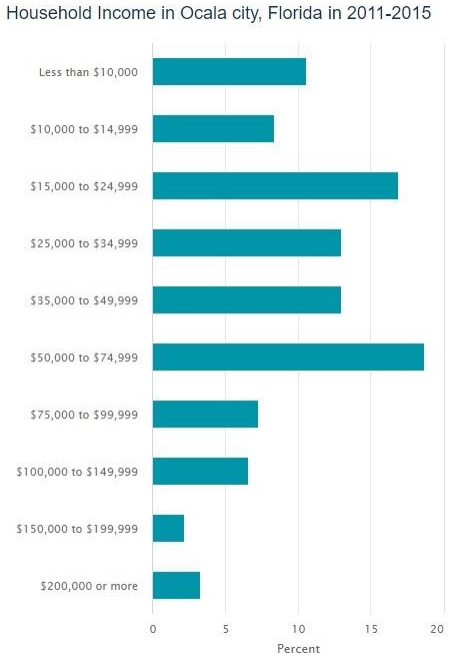


(2011-2015 Comprehensive Housing Affordability Strategy)

Share of Severe Cost Burden



Educational Attainment



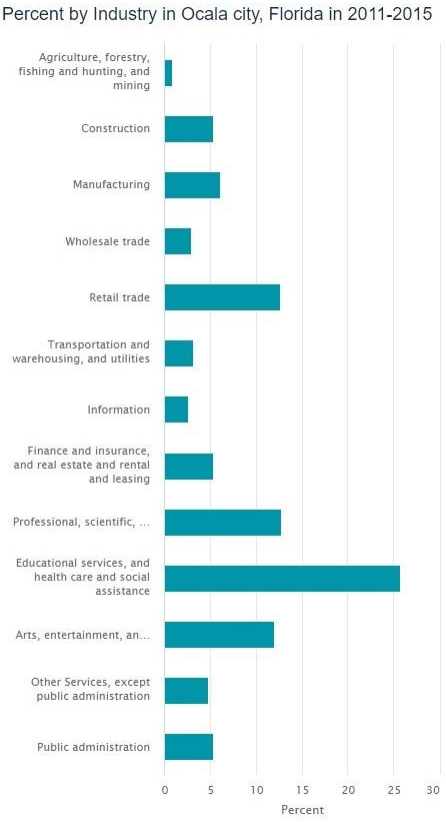
Household Income

Housing Type in Ocala, Florida

Structure Description	Percent
Single-family houses	55.0
Apartments in multi-unit structures	39.1
Mobile homes	5.9
Boat, RV, van, etc	0.0

(2011-2015 ACS 5-Year Narrative Profile)

Housing Type



Percent by Industry

NA-50 Non-Housing Community Development Needs - 91.415, 91.215 (f)

Describe the jurisdiction's need for Public Facilities:

The City has a need for public facilities as indicated below:

Healthcare facilities, centers for people with disabilities, homeless facilities (for health, etc.), senior centers and mental health facilities.

How were these needs determined?

The City recently conducted a Community Needs Assessment survey and included results from agency consultation, public hearings, and inter-agency input to identify community needs. This assessment included distribution of surveys at various community meetings and through the use of Survey Monkey. Respondents were asked to rank community needs on a scale of 1 to 5 with 1 being the lowest need and 5 indicating the highest need. Results indicate that the highest ranked need is for healthcare facilities at 13.4%; followed by centers for people with disabilities at 12.96%; homeless facilities (health, etc.) at 12.90%; senior centers at 12.67% and mental health facilities at 12.42%.

Community Needs Survey

INTRODUCTION:

The City of Ocala, through its Community Programs Division, is undertaking the development of the 2019-2024 Consolidated Plan. Through the U.S. Department of Housing and Urban Development (HUD) the City receives approximately $447,430 each year in Community Development Block Grant (CDBG) funds to invest in low- and moderate- income communities. A Consolidated Plan is required by HUD every five years.

Part of the Consolidated Planning process requires outreach to citizens, municipal leaders, officials, and key stakeholders to request input on housing and community development needs and conditions and to provide input in HUD-funded activities for the next five years. As such, the City of Ocala is requesting your participation in this Community Needs Survey. The questions are focused on housing, community development and economic development needs at the local level. Data obtained from this survey will be used to assess:

1. Current and projected demographic, housing, and economic development trends
2. Specific needs for subpopulations such as homeless, persons with disabilities (i.e. mental, physical, developmental), persons with HIV/AIDS and their families, public housing residents, elderly, youth, etc.
3. The City's prior Consolidated Plan goals and accomplishments
4. Local resources
5. Other local or state planning initiatives or funding sources that can be leveraged by the Consolidated Plan

Your participation in this survey is important in determining Ocala's affordable housing and services needs throughout the city. Please complete this **survey by 5:00 pm on Thursday, July 24, 2019.**

Please forward this notice to your colleagues, family or friends that live in the City of Ocala https://www.surveymonkey.com/r/KN6C3PC

Should you need assistance or have questions regarding the survey, please contact Burnadine Rich at (352) 629-8322 or at brich@ocalafl.org.

Community Development Services Department, Community Programs Division
201 SE 3rd Street 2nd Floor Ocala, Florida 34471
(352) 629-CITY (2489) · www.ocalafl.org

Community Needs Survey

PUBLIC NOTICE
CITY OF OCALA, FLORIDA
COMMUNITY DEVELOPMENT BLOCK GRANT
2019-2024 CDBG CONSOLIDATED PLAN
2019-2024 CDBG CITIZEN PARTICIPATION PLAN
2019-2020 CDBG ANNUAL ACTION PLAN

The City of Ocala is in the process of developing three important Community Development Block Grant (CDBG) documents, including the following: 2019-2024 Consolidated Plan, 2019-2024 Citizen Participation Plan, and the 2019-2020 Annual Action Plan.

The **2019-2024 CDBG Consolidated Plan** will cover the 5-year period beginning on October 1, 2019 and ending on September 30, 2024 and provides the framework for the planning process that will be used by the City to identify goals, strategies and objectives for addressing priority housing, homeless, community, and economic development needs and resources, and to tailor a strategic plan for meeting those needs as required by the U.S. Department of Housing and Urban Development (HUD).

Through the Consolidated Plan (often called the "Con Plan"), the City engages the community, both in the process of developing and reviewing the proposed plan, and as partners and stakeholders in the implementation of community development programs. By consulting and collaborating with other public and private entities, the City can coordinate community development programs with a range of other plans, programs and resources to achieve greater impact. The 5-year Consolidated Plan describes the City's community development priorities, multi-year goals based on an assessment of housing and community development needs, an analysis of housing and economic market conditions, impediments to fair housing choice (Fair Housing Act of 1968, As Amended, and Section 800 Accommodations), and available resources.

Public Hearing

A Public Hearing will be held on June 19, 2019 from 4:30 p.m. – 5:30 p.m., at the City of Ocala Community Development Services Department located at 201 SE 3rd St., 2nd Floor, Ocala, FL 34471. The public is invited to submit written comments from May 30, 2019 through June 30, 2019 regarding the 5-Year Consolidated Plan 2019-2024 to the Community Development Services Department located at 201 SE 3rd St., 2nd Floor, Ocala, FL 34471 or email to brich@ocalafl.org. All written comments MUST BE RECEIVED by Community Development Services no later than 5:00 p.m., on June 30, 2019. If reasonable accommodations are needed to participate in this meeting please contact the Community Development Services Department a minimum of 48 hours in advance so that arrangements can be made by calling 352-629-8231.

The **2019-2024 CDBG Citizen Participation Plan** outlines the City's policies and procedures for citizen participation in the development of the Consolidated Plan and the Annual Action Plan, the review of Performance Reports, and the review of substantial amendments to any approved documents. The City is required to provide opportunities for the public to participate in the development of the Consolidated Plan. The plan must provide a summary of the citizen participation efforts made, including efforts to broaden public participation, a summary of citizen comments or views on the plan, and a written explanation of comments not accepted and the reasons why these comments were not accepted. The public, including low-and moderate-income persons and community residents, neighborhood representatives, and in areas where CDBG funds are proposed for use, minorities from any socio-economic group, persons with disabilities, public housing residents, local and regional financial institutions, including the Continuum of Care, businesses, developers, nonprofit organizations, philanthropic organizations, and faith-based organizations is encouraged to attend the public hearing. The Citizen Participation Plan is a pathway for all citizens to exercise their voices and influence decisions that affect the communities, neighborhoods, and quality of life.

Public Hearing

A Public Hearing will be held on June 19, 2019 from 4:30 p.m. – 5:30 p.m., at the City of Ocala Community Development Services Department located at 201 SE 3rd St., 2nd Floor, Ocala, FL 34471. The public is invited to submit written comments from May 30, 2019 through June 30, 2019 regarding the 2019-2024 CDBG Citizen Participation Plan to the Community Development Services Department located at 201 SE 3rd St., 2nd Floor, Ocala, FL 34471 or email to brich@ocalafl.org. All written comments MUST BE RECEIVED by Community Development Services no later than 5:00 p.m., on June 30, 2019. If reasonable accommodations are needed to participate in this meeting please contact the Community Development Services Department a minimum of 48 hours in advance so that arrangements can be made by calling 352-629-8231. Section 504 – Rehabilitation Act of 1973 and Americans with Disabilities Act of 1990 [ADA], As Amended.

The 2019-2020 Annual Action Plan

The Consolidated Plan is carried out through Annual Action Plans, which provide concise summaries of the actions, activities, and the specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified by the Consolidated Plan. The City reports on accomplishments and progress toward Consolidated Plan goals in the **Consolidated Annual Performance and Evaluation Report (CAPER)**.

Public Hearing

A Public Hearing will be held on June 19, 2019 from 4:30 p.m. – 5:30 p.m., at the City of Ocala Community Development Services Department located at 201 SE 3rd St., 2nd Floor, Ocala, FL 34471. The public is invited to submit written comments from May 30, 2019 through June 30, 2019 regarding the 2019-2020 CDBG Annual Action Plan to the Community Development Services Department located at 201 SE 3rd St., 2nd Floor, Ocala, FL 34471 or email to brich@ocalafl.org. All written comments MUST BE RECEIVED by Community Development Services no later than 5:00 p.m., on June 30, 2019. If reasonable accommodations are needed to participate in this meeting please contact the Community Development Services Department a minimum of 48 hours in advance so that arrangements can be made by calling 352-629-8231

Response to Citizen comments:

The public is encouraged to attend and participate in the public hearing and citizen participation process. A written response to all written comments will be given within 15 days of receipt of all comments.

The City shall consider the views of citizens, public agencies and other interested parties in preparing drafts and final submissions and attach a summary of such comments as they relate to each plan. The Consolidated Plan and Citizen Participation Plan will be submitted to HUD on or before August 15, 2019.

For more information or to submit comments on the Consolidated Plan and/or Citizen Participation Plan contact Burnadine Rich, Community Programs Manager at (352) 629-8231.

OFOSB064449

☐ **PROOF O.K. BY:**_____ ☐ **O.K. WITH CORRECTIONS BY:**_____

PLEASE READ CAREFULLY • SUBMIT CORRECTIONS ONLINE

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2019-2024 Con Plan, APP Advertisement

2019 Community Needs Survey Results

Please identify the area of Ocala in which you live	#	% of Total
Northwest	27	16.6%
Northeast	43	26.4%
Southwest	42	25.8%
Southeast	51	31.3%
Total	163	
Demographic Information		
Male	57	34.8%
Female	107	65.2%
Total	164	
Race		
White	110	65.5%
Black/African		25.0%
American	42	
Asian	0	0.0%
American Indian	1	0.6%
Pacific Islander		0.0%
	0	
Hispanic	14	8.3%
Other Race	1	0.6%
Total	168	

Age	#	% of Total
Under 18	0	0.0%
18 to 24	1	0.7%
25 to 34	7	5.1%
35 to 44	20	14.5%
45 to 54	10	7.2%
55 to 64	43	31.2%
65 to 74	45	32.6%
75 or older	12	8.7%
Total	138	
Housing		
Homeowner	120	71.4%
Renter	44	26.2%
Homeless		2.4%
	4	
Total	168	
Salary Range		
Below $25,000	23	13.9%
$25,000 to $39,000	43	25.9%
$40,000 to $59,000	47	28.3%
$60,000 or above	53	31.9%
Total	166	

Ocala Florida Community Needs Survey Results - 2019 Page 1 of 3

Community Needs Survey Results 2019

Describe the jurisdiction's need for Public Improvements:

The City's Comprehensive Plan identifies several infrastructure needs including sanitary sewer, solid waste, stormwater management, potable water, and natural groundwater aquifer. Public facility/infrastructure goals include:

- The City of Ocala shall secure adequate capacity for treatment and disposal of wastewater, install and maintain adequate wastewater collection and transmission facilities, take steps to conserve water, and maintain sufficient and equitable financing to provide services for the sanitary sewer customers
- To provide safe, efficient, and economical disposal of solid waste in a manner that protects public health and the environment

- To provide stormwater management facilities necessary to protect public and private property, health, and safety from potential flood damage and groundwater contamination
- The City of Ocala shall secure and maintain adequate potable water treatment, storage, and distribution facilities; maintain or reduce per capita demands; and maintain sufficient and equitable financial measures to provide services to potable water customers
- To preserve and maintain aquifer water quality and quantity

How were these needs determined?

The City recently conducted a Community Needs Assessment survey and included results from agency consultation, public hearings, and inter-agency input to identify community needs. This assessment included distribution of surveys at various community meetings and through the use of Survey Monkey. Respondents were asked to rank public infrastructure needs on a scale of 1 to 5 with 1 being the lowest need and 5 indicating the highest need. Results indicate that the highest ranked need is for drinking water system improvements at 47.59%; followed by street improvements at 43.29%; sewer system improvements at 40.61%; flood drainage improvements at 39.63%, stormwater management system improvements at 36.36% and sidewalk improvements at 33.13%.

Describe the jurisdiction's need for Public Services:

There is a great need for public services in the City of Ocala ranging from senior services, youth services, domestic violence services to educational and employment services. The lack of CDBG funding limits priority needs the City can fund, and since affordable housing is a higher need, the City focuses its funding on housing activities. The City takes the best approach to revitalizing target areas to provide a suitable living environment and focusing on expanding economic opportunities. These needs are best met through housing and community development activities such as homeownership programs and infrastructure improvements. Historically, it has been demonstrated that directly funding public service activities does not serve the greatest benefit as it often does not provide a connection between beneficiaries and the community. The City is confident that through its community revitalization efforts, low-income residents will receive the greatest benefit. The City offers many public service programs funded through local resources that will directly benefit low-income residents and provide the services needed.

How were these needs determined?

The City recently conducted a Community Needs Assessment survey and included results from agency consultation, public hearings, and inter-agency input to identify community needs. This assessment

included distribution of surveys at various community meetings and through the use of Survey Monkey. Respondents were asked to rank community needs on a scale of 1 to 5 with 1 being the lowest need and 5 indicating the highest need. Results indicate that the highest ranked need is for homeless supportive services at 56.52%; followed by employment/job training services at 55.3%; youth services at 54.07%; health services at 53.49% and services for people with disabilities at 52.31%.

Based on the needs analysis above, describe the State's needs in Colonias

Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview:

Based on information available to the City, the Consolidated Plan must describe the significant characteristics of Ocala's housing market, including the supply, demand, condition and cost of the house, and the housing stock available to service persons with disabilities and other special needs. The Market Analysis will also touch on the following key points:

- The condition of the public and assisted housing;
- A brief inventory of facilities, housing, and services that meet the needs of homeless persons;
- Regulatory barriers to affordable housing;
- The significant characteristics of jurisdiction's economy

MA-45 Non-Housing Community Development Assets - 91.410, 91.210(f)

Introduction

The following section outlines the employment, labor force, educational attainment data which informed the priorities in this Plan

Economic Development Market Analysis

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	278	63	2	0	-2
Arts, Entertainment, Accommodations	3,034	6,498	17	14	-3
Construction	1,225	2,001	7	4	-3
Education and Health Care Services	4,377	14,519	24	31	7
Finance, Insurance, and Real Estate	967	2,440	5	5	0
Information	247	651	1	1	0
Manufacturing	1,450	4,411	8	10	2
Other Services	636	1,508	4	3	-1
Professional, Scientific, Management Services	1,104	2,197	6	5	-1
Public Administration	0	0	0	0	0
Retail Trade	3,145	8,448	18	18	0
Transportation and Warehousing	608	1,690	3	4	1
Wholesale Trade	798	1,836	4	4	0
Total	17,869	46,262	--	--	--

Table 65 - Business Activity

Data Source: 2011-2015 ACS (Workers), 2015 Longitudinal Employer-Household Dynamics (Jobs)

Labor Force

Total Population in the Civilian Labor Force	24,460
Civilian Employed Population 16 years and over	21,510
Unemployment Rate	12.07
Unemployment Rate for Ages 16-24	32.10
Unemployment Rate for Ages 25-65	7.44

Table 66 - Labor Force

Data Source: 2011-2015 ACS

Occupations by Sector	Number of People
Management, business and financial	4,405
Farming, fisheries and forestry occupations	910
Service	3,090
Sales and office	5,575
Construction, extraction, maintenance and repair	1,455
Production, transportation and material moving	855

Table 67 – Occupations by Sector

Data Source: 2011-2015 ACS

Travel Time

Travel Time	Number	Percentage
< 30 Minutes	16,095	79%

Travel Time	Number	Percentage
30-59 Minutes	3,460	17%
60 or More Minutes	760	4%
Total	***20,315***	***100%***

Table 68 - Travel Time

Data Source: 2011-2015 ACS

Education:

Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		
	Civilian Employed	Unemployed	Not in Labor Force
Less than high school graduate	1,265	420	1,845
High school graduate (includes equivalency)	4,635	515	2,955
Some college or Associate's degree	6,520	640	2,535
Bachelor's degree or higher	4,825	485	1,040

Table 69 - Educational Attainment by Employment Status

Data Source: 2011-2015 ACS

Educational Attainment by Age

	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–65 yrs	65+ yrs
Less than 9th grade	74	385	140	475	775
9th to 12th grade, no diploma	1,210	660	455	1,415	915
High school graduate, GED, or alternative	1,770	2,250	1,835	4,020	3,375
Some college, no degree	1,780	2,100	1,605	2,685	2,325
Associate's degree	370	880	850	1,615	690
Bachelor's degree	280	995	1,440	1,925	965

	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–65 yrs	65+ yrs
Graduate or professional degree	10	610	440	940	900

Table 70 - Educational Attainment by Age

Data Source: 2011-2015 ACS

Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	17,464
High school graduate (includes equivalency)	21,970
Some college or Associate's degree	29,689
Bachelor's degree	40,838
Graduate or professional degree	55,685

Table 71 – Median Earnings in the Past 12 Months

Data Source: 2011-2015 ACS

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

Based on Table 5, Education and Health Care Services are the number one sectors with 4,377 workers. Next is Retail Trade with 3,145 workers. Third is Arts, Entertainment and Accommodations jobs with 3,034 workers. The leading industry is still Education and Health Care Services with 14,519 jobs.

Describe the workforce and infrastructure needs of the business community:

The total population in the civilian workforce is 24,460, a decrease of 9% over 2010, with an unemployment rate of 12.2%. Several sectors of workforce have seen a decrease in the number of people entering that category, including construction, extraction, maintenance and repair, and production, transportation and material moving. Even the second largest sector, Management, Business and Financial, has seen a decrease of over 1%. Marion County is a large county, the 17th largest in Florida out of 67 counties. Because of that, travel time to and from work is a

burden to some. 7% of workers have to travel 60 or more minutes to get to and from work. However, the majority of employees, 62% travel less than 30 minutes. Increasing economic opportunity is a key component to ensuring the viability of Marion County. The County is dedicated to sustaining existing businesses while encouraging new business opportunities that promote job creation. Employment is fundamental to providing financial independence for families and individuals and in providing a stable economic environment. With education and health care services being the top employers in Marion County, attaining a certain level of education is imperative to obtaining sustainable employment in this area. Top employers include the Marion County School Board and Monroe Regional Medical Center, who typically require a college degree or certification for employment. Though Marion County is home to the College of Central Florida, 52% of residents have not earned a bachelor's degree or above. Only six percent of Marion County residents do not have a high-school diploma, however 1,360 of them are unemployed, suggesting the need for increased education and employment training. Further, as retail is a leading industry in Marion County, hourly rates must be increased for affordable living.

Ocala is located in the heart of Central Florida and is the midway point between Atlanta and Miami – an area of nearly 40 million people. Additionally, Ocala is centered among major metropolitan areas of Jacksonville, Orlando and Tampa, all within a two-hour drive. This strategic location is just one of the reasons progressive decision-makers have chosen Ocala for their relocation or expansion. Ocala is located along Interstate 75 and US Highways 301, 441 and 27 which provide immediate access to most parts of Florida and the interstate system. The Ocala International Airport is a premier general aviation airport serving commercial, industrial and corporate needs. There are also six international airports within a two-hour drive of Marion County. Fifteen seaports surround Ocala MSA including five large-scale port operations. These major ports handle containers; bulk shipments of agricultural, chemical, petroleum or other products; vehicles and project cargo; and general cargo. Many of the ports have drafts of 40' and with direct access to both rail and interstate highways. Class I carrier CSX Transportation brings extensive resources and long-haul shipping. Short line carrier Florida Northern Railroad works closely with CSX to offer a variety of transloading services to bring the advantages of rail to non-rail served sites.

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.

Advocating for large businesses to find their home in Marion County is a good effort as it could create jobs, however, the skills and educational attainment of residents often does not match what large industries require. Focusing on the development of existing industries and on providing better educational opportunities and employment training is vital to Marion County's economic climate.

The City included in its Comprehensive Plan that it will strive to sustain and enhance the economic health of the community by supporting economic activities that increase and diversify the economic base, create higher paying job opportunities, support the retention and expansion of current businesses, encourage the relocation of business and industry to and within the City of Ocala and provide a positive business environment which will allow residents to prosper.

The City's Chamber and Economic Partnership (CEP) has been very active in recruiting business and growing the economy in a variety of ways: they started a business incubator that has successfully helped start several businesses, has actively worked with the City of Ocala and Marion County in the development of business parks, including the most recent agreement with FedEx that located a major distribution hub here.

The Tourist Development Council (TDC) has been instrumental in developing new and updated marketing initiatives for Marion County and the City of Ocala which is key to attracting employers.

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

In the City market, much like most of the rest of the country, that there is a misalignment between the skills employers are needing and the skills of the current workforce. The community at large is making several strategic efforts to align skills training with the needs, create seamless certificate and degree ladders, and recruit individuals to the community who already possess high-demand skills.

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 business community, through the CEP, is working closely with CareerSource CLM (WIB), the College of Central Florida (CF), Marion Technical College (MTC), Marion County Public Schools, and local governments to implement the above strategy of alignment, seamless credential ladders, and recruitment. The target industries for the CEP are the same targets for CareerSource and the same areas of training for the three education providers. For example, each month there are approximately 1,000 open nursing positions in the Ocala Metro area. The healthcare sector continues to grow and expand creating more demand in this area. The school system, MTC, and CF, have created a number of programs to meet the demand with each taking a different area of focus so as to not duplicate efforts. High School students can be a part of dual-credit programs and earn certifications to allow them to be work ready upon graduation while continuing their education to higher levels degrees and credentials. This is a targeted high-demand occupation for CareerSource and the CEP works to provide employer support for growth and diversification in the sector. Additionally, the CEP maintains an active talent attraction effort to recruit existing nurses from similar size metros

in the northeast which may not be experiencing the same level of growth and opportunity. Local governments are supportive of the efforts as they meet unified goals of job creation with higher wage positions and investment in the community.

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

No

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.

Not in a significant manner.

The CEP partners closely with both the City and local jurisdictions to provide a unified approach to economic growth. The strategy, named Moving Forward, is built around the premise of a single source for a holistic approach to economic growth including business attraction, business retention, and business creation. The business attraction goal is to attract primary employers with higher wages and capital investment in key targeted sectors that will raise overall incomes in the community. A significant effort is put into assisting existing businesses and helping them remove barriers to growth. The approach has been very successful and has helped to impact the announced creation of nearly 6,500 jobs and more than half a billion dollars in capital investment in the last few years. More importantly, the average wages for these jobs is 17% above the County average wage. Finally, the effort to support and encourage entrepreneurship has seen the growth of a very successful business incubator which has had approximately two dozen businesses graduate in the last five years and has supported hundreds of others. The education providers and CareerSource are active partners with this overall initiative. The overall impact on the community has seen the area record a job growth rate which is second in the state and in the top 15 in the nation. The average weekly wage in the community has grown 14.5% over the last five years (compared to a national growth rate of 4.5% over the same period).

Discussion

Overall, Marion County has 25,658 establishments that have paid employees. The largest number of these are in the retail sector, followed by health care and social assistance. The Chamber & Economic Partnership continues to expand current business creation efforts through its Entrepreneurial Programming, Technical Assistance, Capital Access Initiatives, and the Power Plant Business Incubator. The Power Plant Business Incubator offers early stage companies help to raise capital; hire employees; gain access to strategic partners, customers and mentors; provides resources; helps mitigate risks and cultivate results.

MA-50 Needs and Market Analysis Discussion

Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

The City has identified the Tucker Hill Subdivision as a concentrated area having a high-level of low-income citizens, slum and blighted conditions, and crime. This Subdivision has multiple housing problems and will be the focus of the City's rehabilitation funds in 2019. For the purpose of this plan "concentration" is defined as geographic areas where the percentage of a specific minority or ethnic group is 10 percentage points higher than the City's overall percentage. The definition of a low-income concentration is that the Area Median Income of a Block Group must be below 50% of the Area Median Income for the Metropolitan Statistical Area (MSA).

In the incorporated areas, including the City, much of the housing stock is newer. Investigation must be performed in older neighborhoods to find poor housing conditions. Community Development outreach programs have performed several housing conditions surveys and have found that substandard housing is usually found in lower income neighborhoods within the City with older housing stock.

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 areas of racial or ethnic concentration as geographic areas where the percentage of a specific minority or ethnic group is 10 percentage points higher than the county's overall percentage. The definition of a low-income concentration is that the Area Median Income of a Block Group must be below 50% of the Area Median Income for the Metropolitan Statistical Area (MSA)

The City of Ocala primarily funds activities benefitting census block groups 14.01 (2) and (3), census tracts 17 and 18, and census tract 20.02, which have above average levels of minorities and/or low-income residents

What are the characteristics of the market in these areas/neighborhoods?

The distressed neighborhoods in the identified census tracts have an older housing stock, higher vacancy rates, and are areas of low and moderate income concentration, as well as minority concentration. These communities also often have higher crime rates and quality of life issues like poor home maintenance and proliferation of dumping and litter.

Are there any community assets in these areas/neighborhoods?

In many of the low-income and minority concentrated areas there is access to public parks and recreational spaces for youth. Organizations such as the Marion County Children Alliance and Boys & Girls Club, promote after-school and tutoring activities in these areas for the youth. This helps to occupy their time when out of school and decrease chances of getting into criminal activity. It has also been identified that West Ocala is a health desert and health services are needed within the neighborhood due to the lack of public transportation in these target areas. This also limits access to other community assets, amenities, and employment opportunities.

Are there other strategic opportunities in any of these areas?

The City of Ocala has several projects underway in these areas including Operation Tuscawilla. This project is a joint effort of multiple City departments working together with community organizations, local businesses and neighborhood/citizen groups. The project will address critical issues that will help foster safe/healthy neighborhoods, cultivate redevelopment efforts and revitalize Tuscawilla Park. Further, it will improve the safety of the neighborhoods.

Phoenix Heights is another project that will assist in the neighborhood's redevelopment through acquisition, demolition and site and infrastructure improvements. The project will disconnect the current association of Busbee Quarters with the former Royal Oak charcoal plant. The plant was on the property immediately to the west of Busbee Quarters, and all structures on the property have been demolished. Redevelopment of Busbee Quarters and the former Royal Oak charcoal plant currently known as Reed Place will reconnect these properties to the Lillian Bryant Center, the West Ocala Community Center, the Aquifer Recharge Park and other social, recreational and Economic opportunities. This project will also allow City staff to devise a plan for the disposition and redevelopment of the acquired properties, which will include seeking private sector partnership, opportunities and interest.

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.

Describe the need for increased competition by having more than one broadband Internet service provider serve the jurisdiction.

MA-65 Hazard Mitigation - 91.210(a)(5), 91.310(a)(3)

Describe the jurisdiction's increased natural hazard risks associated with climate change.

Describe the vulnerability to these risks of housing occupied by low- and moderate-income households based on an analysis of data, findings, and methods.

Strategic Plan

SP-05 Overview

Strategic Plan Overview

This Strategic plan for the City of Ocala seeks to address needs identified for Community Development, Essential Housing and Homeless individuals and/or families. Details in this section outline how CDBG funds are proposed to be expended during the five-year period from October 1, 2019 through September 30, 2024. These strategies have been developed in cooperation with the other Consortium member, Marion County, with the intent of leveraging funds to meet the needs of the Community as a whole. The priorities are based on Needs Assessment, Market Analysis, Analysis of Impediments to Fair Housing study (completed 12/18/2018), citizen participation, and program eligibility requirements. The Five-Year Plan is intended to support the goals of all Consortium members to include:

- Public Service
- Public Infrastructure in low to moderate income areas
- Renovate existing housing for low to moderate income families
- Clearance and Demolition of unsafe structures for public use or housing

Both the County and City focus their priorities on those projects and programs that meet program requirements, meet the goals of the Department, have long-term impact on low-to-moderate income residents, and help address other federal priorities, such as fair housing and sustainability.

The Consolidated Plan priorities and goals will influence the programming of funds for each Annual Action Plan. It will also determine how funding decisions are made, will be reviewed annually, and adjusted as necessary

SP-10 Geographic Priorities - 91.415, 91.215(a)(1)

Geographic Area

Table 72 - Geographic Priority Areas

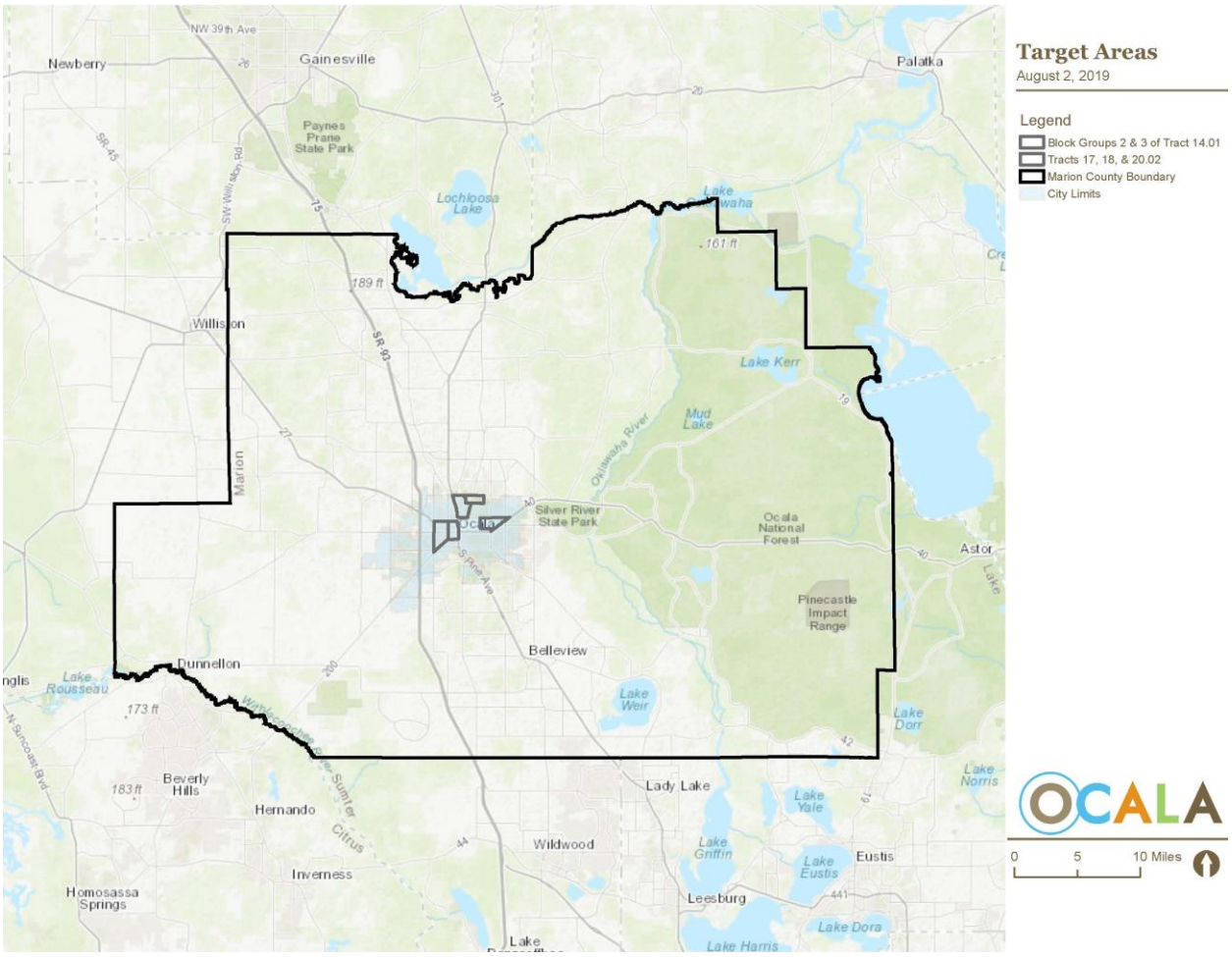
1	**Area Name:**	City of Ocala
	Area Type:	Local Target area
	Other Target Area Description:	
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	Comprehensive
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	
	Include specific housing and commercial characteristics 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

Describe the basis for allocating investments geographically within the state

The City utilizes HUD eligibility criteria for funding activities. The City only funds LMA activities meeting the criteria that at least 51% of the target area is low and moderate-income. Housing activities are direct benefit activities and are funded based on income eligibility criteria. There are no specific geographic target areas for housing activities. The City of Ocala primarily funds activities benefitting census block groups 14.01 (2) and (3), census tracts 17 and 18, and census tract 20.02, which have above average levels of minorities and/or low-income residents.



Target Area Map

SP-25 Priority Needs - 91.415, 91.215(a)(2)

Priority Needs

Table 73 – Priority Needs Summary

1	**Priority Need Name**	Housing Rehabilitation
	Priority Level	High
	Population	Extremely Low Low Moderate Large Families Families with Children Elderly
	Geographic Areas Affected	
	Associated Goals	Housing Improvements
	Description	Support the national objective of providing decent affordable housing through rehabilitation of substandard housing.
	Basis for Relative Priority	Housing Needs Assessment
2	**Priority Need Name**	Clearance/Demolition
	Priority Level	High
	Population	Extremely Low Low Moderate Large Families Families with Children Elderly Non-housing Community Development
	Geographic Areas Affected	
	Associated Goals	Quality of Life

	Description	Support the national objective of providing a suitable living environment and sustainability through the demolition of dilapidated buildings.
	Basis for Relative Priority	Housing Needs Assessment
3	**Priority Need Name**	Acquisition
	Priority Level	High
	Population	Extremely Low Low Moderate Families with Children Public Housing Residents Non-housing Community Development
	Geographic Areas Affected	
	Associated Goals	Quality of Life
	Description	Support the national objective of providing a suitable living environment and sustainability through the acquisition of property to be used for housing and community development needs.
	Basis for Relative Priority	Not applicable
4	**Priority Need Name**	Planning and Administration
	Priority Level	High
	Population	Extremely Low Low Moderate
	Geographic Areas Affected	
	Associated Goals	Planning and Administration
	Description	Administration of CDBG program

	Basis for Relative Priority	Not applicable
5	**Priority Need Name**	Public Facilities
	Priority Level	High
	Population	Extremely Low Low Moderate Families with Children Elderly Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth Non-housing Community Development
	Geographic Areas Affected	City of Ocala
	Associated Goals	Public Facilities/Infrastructure
	Description	
	Basis for Relative Priority	Not applicable
6	**Priority Need Name**	Public Infrastructure
	Priority Level	Low

	Population	Extremely Low Low Moderate Families with Children Elderly Public Housing Residents Non-housing Community Development
	Geographic Areas Affected	City of Ocala
	Associated Goals	Public Facilities/Infrastructure
	Description	Support the national objective of providing a suitable living environment and sustainability through Public Infrastructure and community development needs.
	Basis for Relative Priority	Not applicable
7	**Priority Need Name**	CV - Economic Development Assistance
	Priority Level	High
	Population	Extremely Low Low Moderate Middle Non-housing Community Development
	Geographic Areas Affected	City of Ocala
	Associated Goals	CV - Economic Development
	Description	Community Development Services will include Microenterprises and Medical Manufacturing, that will benefit neighborhoods, communities populations. The funds will support the Business that was designed to focus on the City's COVID-19 relief and recovery activities.
	Basis for Relative Priority	Not applicable

8	**Priority Need Name**	CV - Public Services
	Priority Level	High
	Population	Extremely Low Low Moderate Middle Large Families Families with Children Elderly Public Housing Residents Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth Elderly Frail 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 Victims of Domestic Violence
	Geographic Areas Affected	City of Ocala
	Associated Goals	Quality of Life CV - Public Service
	Description	Public Services, Meals on Wheels - Deliver meals on wheels to quarantined individuals or individuals that need to maintain social distancing due to medical vulnerabilities. Health Care job training - Carry out job training to expand the pool of health care workers and technicians that are available to treat disease within a community.

	Basis for Relative Priority	

Narrative (Optional)

The grantee describes rationale for establishing the allocation priorities given to each category of priority needs, particularly among extremely low-income, low income and moderate-income households.

SP-35 Anticipated Resources - 91.420(b), 91.215(a)(4), 91.220(c)(1,2)

Introduction

This section outlines CDBG funding the City of Ocala anticipates receiving on an annual basis for the 2019-2024 period covered by this Consolidated Plan

The City of Ocala Community Development Services also anticipates receiving additional emergency funds in 2020 to combat the COVID-19 Pandemic.

The City of Ocala's anticipated annual allocations include:

- CDBG - $447,430 with $1,789.720 available for the remainder of the Consolidated Plan.
- CDBG-CV anticipated allocation for 2020 $267,710

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	447,430	0	0	447,430	1,789,720	The Community Development Block Grant (CDBG) program is a flexible program that provides communities with resources to address a wide range of unique community development needs
Other	public - federal	Admin and Planning Economic Development Public Services Other	267,710	0	0	267,710	0	CDBG-CV 1 funds to prevent, prepare for and respond to coronavirus

Table 74 - Anticipated Resources

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City leveraged other sources of funding when possible to supplement CDBG projects and provide maximum assistance in meeting community needs. Most programs use other funds to leverage the limited state and Federal funds. The City's SHIP program offers down-

payment and closing cost assistance, with lender's mortgage funds providing the bulk of the housing investment. Community Development Block Grant funds are often used in conjunction with other funding. CDBG funds do not require a match

The HOME program requires a 25% local match for any HOME funds drawn. The State of Florida has the State Housing Initiative Partnership (SHIP) Program that local entitlement counties and cities are able to use as match for HOME. The City of Ocala has designated SHIP as their local match for HOME activities. SHIP Mortgage Loan Agreements provide for the recapture of funds in accordance with HOME requirements. Recaptured funds will be designated as HOME Funds for future expenditures

If appropriate, describe publically owned land or property located within the state that may be used to address the needs identified in the plan

When feasible the City will use surplus property to incentivize development of affordable housing.

Discussion

The regulatory cap for CDBG Administration is 20% of the total awarded allocation.

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.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
City of Ocala	Government	Economic Development Homelessness Non-homeless special needs Ownership Planning Rental neighborhood improvements public facilities public services	Jurisdiction
OCALA HOUSING AUTHORITY	PHA	Public Housing	Jurisdiction
Marion County Homeless Council	Non-profit organizations	Homelessness	Jurisdiction
Habitat for Humanity of Marion County, Inc.	CHDO	Ownership	Jurisdiction
CareerSource Citrus Levy Marion	Regional organization	Economic Development	Region
COMMUNITY LEGAL SERVICES OF MID-FLORIDA	Regional organization	public services	Region
Community With A Heart	Non-profit organizations	public services	Jurisdiction
Interfaith Emergency Services	Non-profit organizations	Homelessness	Jurisdiction
Ocala/Marion County Chamber & Economic Partnership	Non-profit organizations	Economic Development	Jurisdiction
Volunteers of America	Non-profit organizations	Homelessness Rental	Region
Marion Senior Services	Non-profit organizations	public services	Jurisdiction

Table 75 - Institutional Delivery Structure

Assess of Strengths and Gaps in the Institutional Delivery System

The institutional delivery list in no way covers all of the organizations, agencies, contractors, and private developers that are vital to Community Development Services implementing the Consolidated Plan. The list has been condensed to include organizations that address the various needs of the citizens in the City. The City of Ocala and Marion County are listed as individual organizations; but include multiple departments involved in providing resources to Community Development Services. Communication is key to an effective institutional delivery system. However, as in the problem with the agencies that serve the homeless, too many agencies function in silos. “Lack of system collaboration among community stakeholders,” was listed in the “Ending Homelessness in Marion County” October 2018 report as one of two major community problems. Community Services plans to implement quarterly stakeholder round table discussions to help alleviate this problem. Representatives from housing, finance, homeless prevention, community development, and economic sustainability. The key strength in Marion County and the City of Ocala is the passion and dedication of the staff, both paid and volunteer, that work endlessly to improve the lives of the residents. Many free services such as dental exams, hot meals and health physicals are being provided.

On an annual basis, the City’s Community Program staff meets with the approved contractors in its rehabilitation program. The goal is to keep an open line of communication between citizens, the contractors, and the City. It is an opportunity to discuss the program in an open forum and to receive suggestions from the contractor’s concerning continuous improvement, while remaining within the federal guidelines. These meetings contribute to fostering relationships between the City and its contractors, instill a sense of partnership in the program between the City, contractors, and citizenry, and reiterate the City’s high expectations of job performance from the contractors. These meetings have proven very valuable in breaking down stereotypes associated with low-income homeowners.

Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy	X	X	

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Legal Assistance	X	X	
Mortgage Assistance	X		
Rental Assistance	X	X	
Utilities Assistance	X	X	
Street Outreach Services			
Law Enforcement	X	X	
Mobile Clinics	X	X	
Other Street Outreach Services	X	X	
Supportive Services			
Alcohol & Drug Abuse	X	X	X
Child Care	X	X	
Education	X	X	
Employment and Employment Training	X	X	
Healthcare	X	X	X
HIV/AIDS	X	X	
Life Skills	X	X	
Mental Health Counseling	X	X	X
Transportation	X	X	
Other			
		X	

Table 76 - Homeless Prevention Services Summary

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)

United Way of Marion County, the Public Policy Institute of Marion County, Marion County and the City of Ocala came together to demonstrate a community-wide effort to address homelessness. Currently, there are 32 identified agencies in Marion County serving the homeless, from group homes for unaccompanied youth, to food pantries for families to transitional housing for veterans. A recent collaboration between a non-profit, the City, the County and the local hospital district is now providing additional mental health, dental, and health services free to the public and targeted to the homeless.

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above

The report on homelessness in Marion County, published in January 2019 by the Public Policy Institute of Marion County gave a list of recommendations for the community to improve service delivery and address the homeless needs. These recommendations are:

- Build capacity in the Continuum of Care lead agency to better coordinate the community effort
- Build capacity of the CoC governing board
- Integrate outreach into the coordinated entry system
- Implement diversion practices
- Increase service agency participation in the coordinated entry system
- Lower the barriers to entry for all emergency shelter and transitional programs
- Focus services on permanent housing placement
- Integrate shelter and transitional services into the coordinated entry system
- Limit use of motel vouchers
- Establish a targeted rapid re-housing program for particular scores on the VI-SPDAT
- Ensure use of best practices
- Invest in permanent housing units through scattered site leasing
- Increase permanent supportive housing for chronic and disabled homeless

Included in the special needs populations in the City and Marion County are: elderly; physically and mentally handicapped; alcohol and drug addicts; youth aging out of foster care; and adults leaving institutional living, such as incarceration and hospitalization. Except for services for seniors and physical handicapped, services for the other special needs populations are limited. Especially in light of the current opioid crisis, there are few providers and limited access of mental health and addiction counseling.

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

The Community Development Services Department coordinated with various public, private, and non-profit agencies in carrying out its activities. Collaboration between local, county, and state agencies is important in successfully carrying out the goals and objectives identified in the Consolidated Plan and addressing community needs. It is essential that the City foster and maintain partnerships with other public and private agencies for the successful delivery of its housing and community development programs.

Private entities can effectively support the delivery of programs and services by offering additional resources that can be leveraged to supplement existing services or fill in gaps. The City of Ocala continues to seek additional funding sources for housing and community development activities when possible.

Several steps are taken to ensure coordination between public and private housing and social service agencies during the program year. Each of these steps facilitates information exchange between the City and those providing public services. The Community Programs Manager monitors ongoing activities resulting in enhanced cooperation and coordination between the City and private and non-profit entities. Ocala's program is carried out through a combination of public, private and non-profit organizations, many of which participate in the citizen participation process. In addition, the City's Office of Homeless Prevention (a division of the City's Community Development Services Department) works closely with all homeless service providers and is closely tied to the Marion County Continuum of Care.

SP-45 Goals - 91.415, 91.215(a)(4)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Housing Improvements	2019	2023	Affordable Housing	City of Ocala	Housing Rehabilitation	CDBG: $1,250,000	Homeowner Housing Rehabilitated: 25 Household Housing Unit
2	Quality of Life	2019	2023	Affordable Housing Non-Housing Community Development	City of Ocala	Clearance/Demolition Acquisition CV - Public Services	CDBG: $30,000	Buildings Demolished: 10 Buildings
3	Public Facilities/Infrastructure	2019	2023	Non-Housing Community Development	City of Ocala	Public Facilities Public Infrastructure	CDBG: $509,719	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 250 Households Assisted
4	Planning and Administration	2019	2023	Non-Housing Community Development Planning and Administration	City of Ocala	Planning and Administration	CDBG: $447,430	Other: 1 Other

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	CV - Public Service	2019	2021	Non-Housing Community Development Public Service	City of Ocala	CV - Public Services	Public - Federal CDBG CV 1: $65,000	Public service activities other than Low/Moderate Income Housing Benefit: 254 Persons Assisted
6	CV - Economic Development	2019	2022	Non-Housing Community Development Economic Development	City of Ocala	CV - Economic Development Assistance	Public - Federal CDBG CV 1: $200,000	Businesses assisted: 8 Businesses Assisted

Table 77 – Goals Summary

Goal Descriptions

1	**Goal Name**	Housing Improvements
	Goal Description	
2	**Goal Name**	Quality of Life
	Goal Description	Support the national objective of providing a suitable living environment through clearance and demolition of dilapidated structures causing hazardous conditions and acquiring property to be used for housing and community development needs.
3	**Goal Name**	Public Facilities/Infrastructure
	Goal Description	Funds will be used for public infrastructure projects in underserved community. In addition, the City may assist local non-profit with facility needs.

4	**Goal Name**	Planning and Administration
	Goal Description	Planning and Administration of CDBG to include Fair Housing activities.
5	**Goal Name**	CV - Public Service
	Goal Description	Public service activities - meals on wheels and Health Care Job training. Assistance to not-for-profits that have experienced reduced staff and operation funds due to COVID-19.
6	**Goal Name**	CV - Economic Development
	Goal Description	Microenterprises and Medical Manufacturing Through Economic Development, the County plans to offer a Microenterprise Loan Program to qualified local businesses to mitigate the effects of the COVID-19 virus on employees and operations.

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)

The City of Ocala will provide affordable housing services to approximately 25 extremely low, low, and moderate income households over a five year period.

SP-65 Lead-based Paint Hazards - 91.415, 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP hazards

The City's CDBG program requires that structures constructed prior to 1978 be inspected for lead-based paint (LBP). Homeowners are notified of the possibility of lead, provided the requisite brochure and asked to sign an acknowledgement of receipt of the brochure. If LBP is found, and funding is available to effectively mitigate, the City will hire the appropriate professionals to do the work. The City does not perform LBP inspection and uses certified environmental inspectors to provide inspection and documentation services. Certified contractors performing remediation work must do so in accordance with industry standards including posting of appropriate warning signs, restricting occupants from work areas, containing work areas to prevent dust and debris from spreading, conducting thorough cleanup, and verifying that cleanup was effective.

How are the actions listed above integrated into housing policies and procedures?

Policies and Procedures read as follows:

- The City's Rehabilitation Specialist will inspect rehabilitation projects where lead safe regulations are triggered by the home's age or 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, appropriate documentation is completed.
- The 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 abatement of lead-based paint and asbestos containing materials pursuant to applicable regulations are eligible program costs.
- Homeowners are provided with the requisite HUD approved brochure and homeowner(s) must sign a certification that they have received the lead-based 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 City recognizes the interrelationship between housing and economic opportunities and the need to pursue both in order to assist households attain self-sufficiency. The City of Ocala recognizes while it has defined priority strategy areas, that they are not separate or isolated strategies. The City believes these strategies are inter-related and impact, reinforce and contribute to each other to achieve the common goal of a viable, vibrant City. The health of the City, 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 contributes to the betterment of the other segments of the community. The City believes the implementation of the housing and neighborhood revitalization activities outlined in the Consolidated Plan will help reduce the number of households in poverty. All of the programs outlined in the Consolidated Plan are intended to provide benefits to Ocala residents that are considered low income and/or fall below the federal poverty line. The City of Ocala is committed to eliminating the effects of poverty among its residents. The City recognizes that it may not be possible to end poverty all together but is dedicated none the less to better understanding its causes and finding a way to reverse the cycle of privation. The City has an Economic Improvement Fund, financed from profits from the City's electric utility. Funds are provided to existing or incoming businesses, usually an industrial sector business, that will increase the number of jobs available in the community. The City, one of the major employers in Marion County, is participating in workforce development programs to reduce dependency on government funds. CDBG staff is participating in the Ocala Housing Authority's Self-Sufficiency Program and the Citrus-Levy-Marion Workforce Development Board One-Stop center. The City provided housing rehabilitation to assist in maintaining affordable housing and reduce household costs. The City coordinated programs when possible to assist in reducing poverty and continued to support subsidized housing providers incorporating programs and services that promote tenant transition to self-sufficiency. The City worked with various federal, state, and local agencies to leverage funding sources for the development of economic opportunities when possible.

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan

It continues to be a major goal of the City of Ocala to reduce and eventually eliminate the number of poverty level families in the City. This of course is no small task. Today the needs of families far exceed the resources the City has in which to satisfy those needs. Too many families in the city still do not have adequate housing, adequate transportation, access to basic nutritional needs (there is no major grocery store located in West Ocala), adequate educational and job opportunities, or adequate health care. There still exists a very large schism between the "haves and the have not's" and this divide appears to be widening by the day. City officials are well aware of the existing problems and along with City staff; they continue to work diligently to finds solutions to this most pressing issue. Through the use of CDBG, HOME, SHIP and local Affordable Housing funds, the City will use these funds to strongly attack

the slum and blighted conditions in this neighborhood by demolishing and removing buildings that contribute the slum and blight areas city wide. The City will also commit funds to bettering the everyday living conditions of residents in this area (and City wide) by connecting eligible citizens that are currently using wells and/ or septic systems, to the City's water and sewer system. Another way that the City will help prevent poverty is by conducting rehabilitation projects and reconstruction projects on several houses that are currently below the standard code acceptance. Applicants who are deemed to be low to moderate in income level will receive assistance from the pre-mentioned funding sources to aid them in bringing their homesteads to a safe and decent level. The City will also continue to partner with Habitat for Humanity in aiding low income residents in their efforts to be first time homeowners. The City is also seeking to positively affect the local poverty levels by aggressively seeking economic development opportunities that will bring increased job opportunities to the citizenry. As discussed earlier, the city has already closed on two large economic deals that together will produce nearly 250 jobs and that will help sustain hundreds more. The City is also pursuing another venture that will not only produce jobs but will provide additional affordable housing for low income individuals, and housing for special needs individuals. Along with the housing and economic development initiatives, the City will continue to work closely with local organizations such as The Governor's West Neighborhood Revitalization Council, The Ocala Police Department, Work Force and other local organizations in dealing with social issues that contribute to high poverty levels. The City will work with these and other organizations as they attack health, educational, and employment issues that highly contribute to Ocala's poverty level. The City's plan to reinvest and stabilize neighborhoods will be an assistance to public service organizations and those that will benefit from them being able to expand the reach of their services. The reinvestment and economic development activities of the City; combined with the programs of the city's public service organizations will serve to reduce the amount of poverty experienced in the City of Ocala.

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

The City of Ocala's Community Programs division of the Community Development Services Department is responsible for the overall administration and implementation of the City's CDBG and HOME programs. The Community Development Services Department ensures compliance with federal regulations through its review of grant application funding requests, recipient contracts, quarterly performance reports, and sub-recipient monitoring. Further, the City maintains records of program accomplishments, funding spent, people served, housing units rehabilitated, and other information to help ensure compliance with the federal regulations. All data will be submitted to HUD on a timely basis and will be entered in the IDIS reporting system on a quarterly basis.

The City does not fund public service activities, therefore no monitoring of sub-recipients is required. In the case of funding sub-recipients in the future, the City will comply with the requirements of 24 CFR Part 91.230. The City's guidelines require the monitoring of all CDBG sub-recipients to ensure that activities are carried out in furtherance of the Annual Plan and to ensure long-term compliance with requirements of the programs, including minority business outreach and the comprehensive planning requirements. The City gathers relevant data through required reports and monitoring of these organizations as required by federal regulations.

The City conducts all monitoring in accordance with HUD regulations for the City's CDBG Entitlement program and for HOME funds received through the Ocala/Marion County Home Consortium. The City will monitor the progress of their rehabilitation projects through regular (typically weekly) inspections by the City's Rehabilitation Specialist. The Rehabilitation Specialist will work to ensure that all rehabilitations and associated activities are conducted in accordance with the Florida Building and under local building standards.

Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

This section outlines CDBG funding the City of Ocala anticipates receiving on an annual basis for the 2019-2024 period covered by this Consolidated Plan

The City of Ocala Community Development Services also anticipates receiving additional emergency funds in 2020 to combat the COVID-19 Pandemic.

The City of Ocala's anticipated annual allocations include:

- CDBG - $447,430 with $1,789.720 available for the remainder of the Consolidated Plan.
- CDBG-CV anticipated allocation for 2020 $267,710

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	447,430	0	0	447,430	1,789,720	The Community Development Block Grant (CDBG) program is a flexible program that provides communities with resources to address a wide range of unique community development needs
Other	public - federal	Admin and Planning Economic Development Public Services Other	267,710	0	0	267,710	0	CDBG-CV 1 funds to prevent, prepare for and respond to coronavirus

Table 78 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City leveraged other sources of funding when possible to supplement CDBG projects and provide maximum assistance in meeting community needs. Most programs use other funds to leverage the limited state and Federal funds. The City's SHIP program offers down-payment and closing cost assistance, with lender's mortgage funds providing the bulk of the housing investment. Community Development Block Grant funds are often used in conjunction with other funding. CDBG funds do not require a match

The HOME program requires a 25% local match for any HOME funds drawn. The State of Florida has the State Housing Initiative Partnership (SHIP) Program that local entitlement counties and cities are able to use as match for HOME. The City of Ocala has designated SHIP as their local match for HOME activities. SHIP Mortgage Loan Agreements provide for the recapture of funds in accordance with HOME requirements. Recaptured funds will be designated as HOME Funds for future expenditures

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

When feasible the City will use surplus property to incentivize development of affordable housing.

Discussion

The regulatory cap for CDBG Administration is 20% of the total awarded allocation.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Housing Improvements	2019	2024	Affordable Housing	City of Ocala	Housing Rehabilitation	CDBG: $106,066	Homeowner Housing Rehabilitated: 5 Household Housing Unit
2	Quality of Life	2019	2024	Affordable Housing Non-Housing Community Development		Clearance/Demolition Acquisition	CDBG: $6,000	Buildings Demolished: 2 Buildings Other: 1 Other
3	Public Facilities/Infrastructure	2019	2023	Non-Housing Community Development	City of Ocala	Public Facilities Public Infrastructure	CDBG: $251,943	Public Facility or Infrastructure Activities for Low/Moderate Income Housing Benefit: 50 Households Assisted
4	Planning and Administration	2019	2024	Non-Housing Community Development Planning and Administration	City of Ocala	Planning and Administration	CDBG: $89,486	Other: 1 Other

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	CV - Public Service	2019	2021	Non-Housing Community Development Public Service	City of Ocala	CV - Public Services	Public - Federal CDBG CV 1: $67,710	Public service activities other than Low/Moderate Income Housing Benefit: 254 Persons Assisted
6	CV - Economic Development	2019	2022	Non-Housing Community Development Economic Development	City of Ocala	CV - Economic Development Assistance	Public - Federal CDBG CV 1: $200,000	Businesses assisted: 8 Businesses Assisted

Table 79 – Goals Summary

Goal Descriptions

1	**Goal Name**	Housing Improvements
	Goal Description	
2	**Goal Name**	Quality of Life
	Goal Description	Support the national objective of providing a suitable living environment through the demolition of structures causing hazardous conditions and the acquisition of land to be used for housing and community development activities
3	**Goal Name**	Public Facilities/Infrastructure
	Goal Description	Provide safe environment, sidewalks and lighting and assist local non-profit with facility needs

4	**Goal Name**	Planning and Administration
	Goal Description	
5	**Goal Name**	CV - Public Service
	Goal Description	Public Services, Meals on Wheels - Deliver meals on wheels to quarantined individuals or individuals that need to maintain social distancing due to medical vulnerabilities. Health Care job training - Carry out job training to expand the pool of health care workers and technicians that are available to treat disease within a community.
6	**Goal Name**	CV - Economic Development
	Goal Description	

AP-35 Projects - 91.420, 91.220(d)

Introduction

The following details projects the City of Ocala will undertake in FY19-20.

Table 26 – Project Information

#	Project Name
1	Housing Rehabilitation
2	Clearance/Demolition/Acquisition
3	Public Facilities/Infrastructure
4	Planning and Administration
8	CV - Economic Development
9	CV - Public Services

Table 80 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Priorities were determined by review of Community Needs Survey Results and input from supporting agencies, city administration, and city council.

2019 CDBG-CV 1 funds were allocated based on needs of micro-enterprises and increase in food delivery needs by local program administrator.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	Housing Rehabilitation
	Target Area	City of Ocala
	Goals Supported	Housing Improvements
	Needs Addressed	
	Funding	CDBG: $250,000
	Description	Housing Rehabilitation for owner-occupied homes.
	Target Date	9/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	Five households
	Location Description	
	Planned Activities	Rehab homes for homeowners.
2	**Project Name**	Clearance/Demolition/Acquisition
	Target Area	City of Ocala
	Goals Supported	Quality of Life
	Needs Addressed	Clearance/Demolition Acquisition
	Funding	CDBG: $6,000

	Description	Provide quality of place by removing blighted structures and acquiring properties suitable for housing.
	Target Date	9/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	Estimate demolishing two buildings
	Location Description	
	Planned Activities	Demolish blighted structures and acquire properties suitable for housing.
3	**Project Name**	Public Facilities/Infrastructure
	Target Area	City of Ocala
	Goals Supported	Public Facilities/Infrastructure
	Needs Addressed	Public Facilities Public Infrastructure
	Funding	CDBG: $101,943
	Description	Construct sidewalks and install lighting under Phase 1
	Target Date	9/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 50 households will benefit
	Location Description	Project area, West Ocala.
	Planned Activities	Install sidewalks and lighting in phases.
4	**Project Name**	Planning and Administration
	Target Area	City of Ocala

	Goals Supported	Planning and Administration
	Needs Addressed	Planning and Administration
	Funding	CDBG: $89,486
	Description	Planning and Administration activities.
	Target Date	9/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	Citizens of Ocala
	Location Description	City of Ocala
	Planned Activities	Planning and Administration
5	**Project Name**	CV - Economic Development
	Target Area	
	Goals Supported	CV - Economic Development
	Needs Addressed	CV - Economic Development Assistance
	Funding	Public - Federal CDBG CV 1: $200,000
	Description	24 CFR 570.201(o), National Objective LMJ, Matrix Code 18c
	Target Date	12/31/2023
	Estimate the number and type of families that will benefit from the proposed activities	This will benefit approximately eight local businesses that have been affected by the COVID-19 Pandemic. Microenterprises have 5 or fewer employees including the owner. A minimum of jobs retained will be 8.
	Location Description	City of Ocala city limits

	Planned Activities	Loan a maxium amount of $25,000 to micro-enterprises for the purpose of retaining jobs due to COVID-19. Provide forgivable loans to small businesses/microenterprises, for financial assistance, technical assistance, or general support services to owners of microenterprises. A microenterprise is a business with five or fewer employees, including the owner(s).
6	**Project Name**	CV - Public Services
	Target Area	
	Goals Supported	CV - Public Service
	Needs Addressed	CV - Public Services
	Funding	Public - Federal CDBG CV 1: $67,710
	Description	This will meet the National Objective using the LMI as a Urgent need from the COVID-19 Pandemic, with a Matrix Code of 05A
	Target Date	12/31/2023
	Estimate the number and type of families that will benefit from the proposed activities	254
	Location Description	City of Ocala shut-ins due to the COVID-19 Pandemic
	Planned Activities	Deliver meals on wheels to quarantined individuals or individuals that need to maintain social distancing due to medical vulnerabilities and COVID-19.

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

Neither the County nor the City have designated geographic target areas. Activities are undertaken in HUD eligible areas that are primarily considered low-income/minority concentrations, County and City wide. The City uses HUD's definition for minority and low-income concentration.

Geographic Distribution

Target Area	Percentage of Funds
City of Ocala	100

Table 81 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The City of Ocala primarily funds activities benefitting census block groups 14.01 (2) and (3), census tracts 17 and 18, and census tract 20.02, which have above average levels of minorities and/or low-income residents

Discussion

No additional discussion

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

There are various elements that produce obstacles to meeting needs within the community. Addressing all housing, homeless, and community developments needs is a difficult task due to restricted funding. The City utilizes all possible resources and continues 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 many times the capacity to fund and implement existing or additional programs is limited. Also, in the City, the scarcity of land that can be utilized to construct affordable housing becomes a barrier in meeting housing needs. The most significant obstacle to addressing the needs of homeless citizens is the lack of available funding. The jurisdiction receives Supportive Housing Program funds, FEMA funds and financial resources from the Department of Families and Children to assist Marion residents with mortgage, rent and utility assistance. These funding sources can only address a small portion of the homeless needs in the County. Dramatic cuts in State funding and decreases in private donations, local non-profit homeless service providers are having a difficult time meeting the needs of the growing homeless population. In addition, programmatic requirements for other HUD competitive grants do not always coincide with determined local needs. 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

The City continues to utilize its CDBG and HOME funds to the fullest extent to assist in meeting underserved needs. Leveraging efforts with public and private funding agencies were also made to supplement federal funds and increase the resources available to address community needs.

The most significant obstacle to addressing the needs of homeless citizens is the lack of available funding. The jurisdiction receives Supportive Housing Program funds, FEMA funds and financial resources from the Department of Families and Children to assist Marion residents with mortgage, rent and utility assistance. These funding sources can only address a small portion of the homeless needs in the County. Dramatic cuts in State funding and decreases in private donations, local non-profit homeless service providers are having a difficult time meeting the needs of the growing homeless population. In addition, programmatic requirements for other HUD competitive grants do not always coincide with determined local needs.

Actions planned to foster and maintain affordable housing

It is the goal of the City of Ocala to foster and maintain affordable housing for citizenry in all quadrants. In accordance with HUD regulations, the City, in conjunction with the Marion County

Consortium, updated the Analysis of Impediments to Fair Housing Choice in 2018. The City will use CDBG and HOME funds to initiate rehabilitation 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 our citizenry. The City will also continue to partner with Habitat for Humanity and the Ocala Housing Authority; by providing purchasing assistance funds to aid qualified citizens realize their dream of becoming home owners.

Actions planned to reduce lead-based paint hazards

A large amount of the homes in the City were constructed prior to 1979 which highly increases the likelihood of the occurrence of lead associated health hazards. The City currently contracts with PBo3 out of Deltona, Florida and DK Environmental & Construction Services, Inc. out of Kissimmee, Florida to conduct lead test on all structures built before 1979; that are scheduled for either, rehabilitation, demolition, or purchasing assistance, as well as asbestos testing where it is applicable. The City only uses contractors that are lead trained and certified to carry out their rehabilitation and demolition projects. For all rehabilitation projects (except sewer connections), the City provides the applicant with a pamphlet explaining the nuisances of lead based paint hazards.

Actions planned to reduce the number of poverty-level families

It continues to be a major goal of the City of Ocala to reduce and eventually eliminate the number of poverty level families in the City. This of course is no small task. Today the needs of families far exceed the resources the City has in which to satisfy those needs. Too many families in the city still do not have adequate housing, adequate transportation, access to basic nutritional needs (there is no major grocery store located in West Ocala), adequate educational and job opportunities, or adequate health care. There still exists a very large schism between the “haves and the have not's” and this divide appears to be widening by the day. City officials are well aware of the existing problems and along with City staff; they continue to work diligently to finds solutions to this most pressing issue.

Actions planned to develop institutional structure

The Public Community Programs Division of the City of Ocala’s Community Development Services Departments responsible for the implementation of the City’s neighborhood services program. This division is responsible for administering the CDBG and HOME dollars that are received from HUD and reinvesting those dollars back into needed areas of the City to improve overall living conditions and help reduce and eliminate slum and blighted conditions. The Community Programs Division works in conjunction with the Redevelopment and Economic Development Divisions of the Community Development Services Department to attract new business and economic opportunities as well as redeveloping existing commercial opportunities that will produce new job opportunities that will serve the community as a whole to reduce the City’s level of poverty, homelessness, criminal activity, and blighted conditions. These divisions often share resources and ideas in looking for inventive ways to leverage their resources and talents in order to serve the broadest range of customers with ever

shrinking funds. The City of Ocala's Public Community Programs Division also works very closely with Marion County's Community Services. As part of the Marion County Consortium, the City collaborates with the County on funding projects, leveraging funds with private organizations, and training opportunities. The two entities have established a quarterly meeting with the United Way and other local lead agencies, where we will all meet to better understand the needs of the community, explore the resources available to meet those underserved needs, and better coordinate and understand the projects that are in motion so that we are not duplicating efforts. The City also partners with the Marion County Homeless Council and is a regular participant in their meetings and workshops. The City contributes and participates at the requested levels in order to aid the Council in addressing the homeless situation that exists in the area. Currently the City is working with the Homeless Council to better assess the Council's current role in the community and determine what that role should be going forward. The City and the Council are collaborating on shifting the current process and views that exist among those agencies that aid in providing for homeless clients so that resources and efforts can best be maximized. On a quarterly basis, the Public Community Development Services Department meets with the approved contractors in its rehabilitation program. The Senior Manager of Public Community Development Services meets with representatives of companies of all of the trades that participate in the rehabilitation program quarterly. The goal is to keep an open line of communication between the citizenry, the contractors, and the City. It is an opportunity to discuss the program in an open forum and to receive suggestions from the contractors as to what they are experiencing and what ways can the City be easier to do business with, while remaining within the federal guidelines. These meetings contribute to fostering relationships between the City and its contractors, instill a sense of partnership in the program between the City, contractors, and citizenry, and reiterate the City's high expectations of job performance from the contractors. These meetings have proven very valuable in breaking down stereotypes of the City's rehabilitation program and have begun to reestablish the faith of the business community in the program.

Actions planned to enhance coordination between public and private housing and social service agencies

Several steps are taken to ensure coordination between public and private housing and social service agencies during the program year. Each of these steps will help facilitate information exchange between the county, city, and those providing public services. The following steps are taken to enhance coordination amongst agencies:

- A technical assistance workshop is held at the beginning of each grant year to educate nonprofit agencies on the grant funds, application process, eligible uses, additional requirements when utilizing these funds and long-term conditions on their use.
- Ocala/Marion County's housing and community development plan is carried out through a combination of public, private and non-profit organizations, many of which participate in the citizen participation process. With the addition of HOME funds and the formation of the consortium with the City of Ocala, the County works with the City to develop other housing

partners.

- Both county and city staff continue to play active roles in the community alliance organizations dealing with homelessness (Homeless Council), children's issues (Children's Alliance), and community issues (Community with a Heart) and mental health issues (Mental Wellness Coalition).

Discussion

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(l)(1,2,4)

Introduction

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income.Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

Discussion

Appendix - Alternate/Local Data Sources

1	**Data Source Name** American Community Survey
	List the name of the organization or individual who originated the data set. US Census Bureau and US Department of Housing and Urban Development.
	Provide a brief summary of the data set. Housing, demographic, housing market, employment, education, income, population, ad economic data provided from the 2010 Census.
	What was the purpose for developing this data set? To collect important data relevant to the population in the United States.
	Provide the year (and optionally month, or month and day) for when the data was collected. 2006-2012
	Briefly describe the methodology for the data collection. Survey
	Describe the total population from which the sample was taken. United States
	Describe the demographics of the respondents or characteristics of the unit of measure, and the number of respondents or units surveyed. All demographics.

LEGAL REQUEST MEMORANDUM (LRM)

To: ☐ Matthew Minter, County Attorney ☐ Dana E. Olesky, Chief Asst County Attorney ☐ Elizabeth Alt, Sr Asst County Attorney ☐ Russell Ward, Asst County Attorney ☑ William Harris, Asst County Attorney

From: (Name) Allen (Last) Teri (First) (Dept) Community Services - 5340

(Title) Administrative Assistant III (Phone) 352-671-8783

Signature Teri D. Allen Date 05/07/2021

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

Requesting board chair signature for two (2) form 424 (application for Federal Assistance) two(2) 424D (Assurances for Construction Programs) and corresponding certifications. Second allocation for ESG-CV and ~~CBDG-CV~~. Request for signature on SF 424, corresponding 424D and all correspondence certifications for all COVID allocations received. CDBG- CV.

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

(Name) Bennett (Last) Nicholas (First) (Title) Grant Administrator (Phone) 352-671-8775

COMPLETION IS REQUESTED BY: *(specific date)* Tuesday May 11th, 2021

Please allow for a MINIMUM of five (5) working days from receipt of LRM:

Agenda Item? ☐ Yes ☑ No

Agenda Deadline Date: Agenda Date:

LRM No. 2021-374 DO NOT COMPLETE - Office of the County Attorney use ONLY

Outcome: Approved as to form.

Date Received: Marion County Attorney MAY 10 2021 RECEIVED

Attorney Signature: Date 5/11/2021

Staff Signature: Completed Returned: ☑ Department ☐ Admin ☐ Procurement

5/11/21

Rev 12/21/17

ESG-CV 1-2

OMB Number: 4040-0004
Expiration Date: 12/31/2022

Application for Federal Assistance SF-424

* 1. Type of Submission:	* 2. Type of Application:	* If Revision, select appropriate letter(s):
☐ Preapplication	☐ New	
☒ Application	☒ Continuation	* Other (Specify):
☐ Changed/Corrected Application	☐ Revision	

* 3. Date Received:	4. Applicant Identifier:

5a. Federal Entity Identifier:	5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:	7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:	MARION COUNTY BOARD OF COUNTY COMISSIONERS
* b. Employer/Taxpayer Identification Number (EIN/TIN):	59-6000735
* c. Organizational DUNS:	0732284540000

d. Address:

* Street1:	2710 E SILVER SPRINGS BLVD
Street2:	
* City:	OCALA
County/Parish:	
* State:	FL: Florida
Province:	
* Country:	USA: UNITED STATES
* Zip / Postal Code:	34470-0001

e. Organizational Unit:

Department Name:	Division Name:
COMMUNITY SERVICES	COMMUNITY DEVELOPMENT

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:	Ms.	* First Name:	CHERYL
Middle Name:			
* Last Name:	MARTIN		
Suffix:			

Title:	DEPARTMENT DIRECTOR
Organizational Affiliation:	MARION COUNTY BOARD OF COUNTY COMMISSIONERS
* Telephone Number:	(352)671-8770
Fax Number:	
* Email:	CHERYL.MARTIN@MARIONFL.ORG

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

11. Catalog of Federal Domestic Assistance Number:

14-231

CFDA Title:

EMERGENCY SOLUTIONS GRANT-CORONA VIRUS (ESG-CV) / 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 TO SUPPORT HOMELESS AND HOMELESS PREVENTION ACTIVITIES TO MITIGATE THE IMPACTS OF COVID-19 IDENTIFIED IN THE FY 2019-2023 CONSOLIDATED PLAN AND FY 2019 ACTION PLAN

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: 3,5,6 | * b. Program/Project: 3,5,6

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 04/02/2021 | * b. End Date: 09/30/2022

18. Estimated Funding ($):

* a. Federal	2,133,323.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	2,133,323.00

*** 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 218, 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:	Mr.
* First Name:	JEFF
Middle Name:	
* Last Name:	GOLD
Suffix:	
* Title:	CHAIRMAN, BOARD OF COUNTY COMMISSIONERS
* Telephone Number:	(352)438-2323
Fax Number:	
* Email:	JEFF.GOLD@MARIONFL.ORG
* Signature of Authorized Representative:	
* Date Signed:	

SIGN HERE

ASSURANCES - CONSTRUCTION PROGRAMS

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 the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and 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 interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property aquired 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 progress 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 for 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.

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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.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE CHAIRMAN, MARION COUNTY BOARD OF COMISSIONERS
APPLICANT ORGANIZATION MARION COUNTY BOARD OF COMMISSIONERS	DATE SUBMITTED

SIGN HERE

SF-424D (Rev. 7-97) Back

INTERIM ESG-CV Certifications (NON-STATE)

The Emergency Solutions Grants Program Recipient certifies that:

Major rehabilitation/conversion – If an emergency shelter's rehabilitation costs exceed 75 percent of the value of the building before rehabilitation, the jurisdiction 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 jurisdiction 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 jurisdiction 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. EXCEPTION: In accordance with the CARES Act, the certifications in this paragraph do not apply with respect to CARES Act funding that is used to provide temporary emergency shelters (through leasing of existing property, temporary structures, or other means) to prevent, prepare for, and respond to coronavirus.

Essential Services and Operating Costs – In the case of assistance involving shelter operations or essential services related to street outreach or emergency shelter, the jurisdiction 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 jurisdiction 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. EXCEPTION: In accordance with the CARES Act, the certification in this paragraph does not apply with respect to CARES Act funding that is used to provide temporary emergency shelters (through leasing of existing property, temporary structures, or other means) to prevent, prepare for, and respond to coronavirus.

Renovation – Any renovation carried out with ESG assistance shall be sufficient to ensure that the building involved is safe and sanitary.

Supportive Services – The jurisdiction 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 such individuals.

~~**Matching Funds** – The jurisdiction will obtain matching amounts required under 24 CFR 576.201.~~

Confidentiality – The jurisdiction 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 jurisdiction 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 jurisdiction undertakes with assistance under ESG are consistent with the jurisdiction's consolidated plan.

Discharge Policy – The jurisdiction 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.

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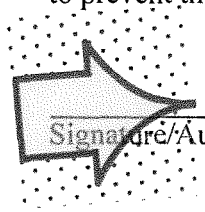


Signature/Authorized Official

Date

Commissioner Jeff Gold, Chairman

Title

CPBG-CV 1.3

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 135.

SIGN HERE

Signature of Authorized Official

Date

Commissioner Jeff Gold, Chair

Title

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) _____ [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

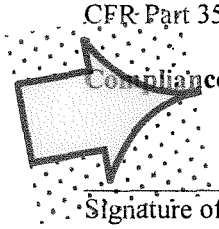
2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws -- The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

SIGN HERE



Signature of Authorized Official

Date

Commissioner Jeff Gold, Chair

Title

CDBG-CV 1-3

OMB Number: 4040-0004
Expiration Date: 12/31/2022

Application for Federal Assistance SF-424

* 1. Type of Submission:	* 2. Type of Application:	* If Revision, select appropriate letter(s):
☐ Preapplication	☐ New	
☒ Application	☒ Continuation	* Other (Specify):
☐ Changed/Corrected Application	☐ Revision	

* 3. Date Received:	4. Applicant Identifier:

5a. Federal Entity Identifier:	5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:	7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:	MARION COUNTY BOARD OF COUNTY COMISSIONERS
* b. Employer/Taxpayer Identification Number (EIN/TIN):	59-6000735
* c. Organizational DUNS:	0732284540000

d. Address:

* Street1:	2710 E SILVER SPRINGS BLVD
Street2:	
* City:	OCALA
County/Parish:	
* State:	FL: Florida
Province:	
* Country:	USA: UNITED STATES
* Zip / Postal Code:	34470-0001

e. Organizational Unit:

Department Name:	Division Name:
COMMUNITY SERVICES	COMMUNITY DEVELOPMENT

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:	Ms.	* First Name:	CHERYL
Middle Name:			
* Last Name:	MARTIN		
Suffix:			

Title:	DEPARTMENT DIRECTOR
Organizational Affiliation:	MARION COUNTY BOARD OF COUNTY COMMISSIONERS
* Telephone Number:	(352)671-8770
Fax Number:	
* Email:	CHERYL.MARTIN@MARIONFL.ORG

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

11. Catalog of Federal Domestic Assistance Number:

14-218

CFDA Title:

COMMUNITY DEVELOPMENT BLOCK GRANT-CORONA VIRUS (CDBG-CV)/ 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 TO PREVENT, PREPARE FOR, AND RESPOND TO THE CORONAVIRUS (COVID-19), IDENTIFIED IN THE FY2019-2023 CONSOLIDATED PLAN AND FY 2019-20 ACTION PLAN

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: 3,5,6 | * b. Program/Project: 3,5,6

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 04/02/2021 | * b. End Date: 09/30/2022

18. Estimated Funding ($):

* a. Federal	2,190,780.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	2,190,780.00

*** 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 218, 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:	Mr.
* First Name:	JEFF
Middle Name:	
* Last Name:	GOLD
Suffix:	
* Title:	CHAIRMAN, BOARD OF COUNTY COMMISSIONERS
* Telephone Number:	(352)438-2323
Fax Number:	
* Email:	JEFF.GOLD@MARIONFL.ORG
Signature of Authorized Representative:	
* Date Signed:	

SIGN HERE

ASSURANCES - CONSTRUCTION PROGRAMS

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 the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and 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 interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property aquired 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 progress 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.

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19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
SIGN HERE	CHAIRMAN, MARION COUNTY BOARD OF COMISSIONERS
APPLICANT ORGANIZATION MARION COUNTY BOARD OF COMMISSIONERS	DATE SUBMITTED

SF-424D (Rev. 7-97) Back

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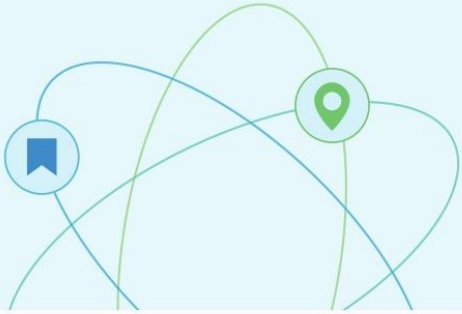

LOCALiQ

CAUSES

Wine, Women and Shoes: This online event benefits Episcopal Children's Services. Online bidding began May 3; live broadcast begins 7 p.m. May 13. Registration and information at https://www.winewomenandshoes.com/event/jax/

Show to benefit Boys & Girls Club of Marion County: Ocala Car Audio and Pals Auto Repair are hosting a car, truck and bike show from 9 a.m. to 1 p.m. May 16 at War Horse Harley-Davidson, 5331 N. U.S. 441, Ocala.

"Each year the Boys & Girls Club of Marion County hosts a youth summer camp. The cost for this event is $50,000. With Covid and lack of events last year, they are in real need of some help to ensure our kids here in Marion County have a fun, safe and nurturing environment this summer," organizers wrote.

More details at https://tinyurl.com/cvh7ysnx

Helping Hands Foundation: The foundation will hold a benefit golf tournament at 8 a.m. June 5 at Ocala Golf Club. Details at https://www.helpinghandsocala.org/golf-event-forms/

Marion County Search and Rescue: A benefit bowling tournament to support this group will be held 1-5 p.m. June 26 at AMF Galaxy East Bowling Alley, 3225 SE Maricamp Road, Ocala. Open to all; no scratch game (no handicap). Entry fee is $30. Details on Facebook.

Tiara Ball: This annual event, organized by the Ocala Royal Dames for Cancer Research, will be held at 6 p.m. Nov. 13 at Circle Square Cultural Center, 8395 SW 80th St., Ocala. "Fire and Ice" is the theme. For details, call 895-7759 or 817-0099.

To have an item included in this list of upcoming fundraisers, send an email to calendar@starbanner.com and write "causes" in the message line.

Marion County

Availability of Marion County Community Services Emergency Funding Response to COVID-19 Pandemic

Short Title:
United States Department of Housing and Urban Development CARES Act Fund
Notice of Funding Availability (NOFA) Information

Application Due Date:
Open until funds are expended or expire September 30, 2022.

Description
On March 29, 2020, the United States Congress passed HR 78, the Coronavirus Aid, Relief and Economic Security Act, (CARES Act). As a result of the CARES Act, Marion County Community Services was awarded $2,575,970 in Coronavirus Relief Funds through Emergency Solutions Grant funds (ESG) and Community Development Block Grant funds (CDBG) for emergency assistance to individuals and families directly impacted by COVID-19.

Emergency Solutions Grant CARES Act (ESG-CV) funding is available for the following:
1. Homeless shelter improvements;
2. Homeless agency outreach equipment, medical care case management and transportation;
3. Homeless agency hotel/motel reimbursement with new clients that are turned away from a shelter due to overcrowding or closure, or while awaiting diversion or a rental unit availability;
4. Agency referral of individuals/families in need of rent assistance.

Community Development Block Grant CARES Act (CDBG-CV) funding is available for the following:
1. Up to three months of rent/mortgage payments to individuals or families due to the loss or decrease in income;
2. Loan to a microenterprise (5 or fewer employees including the homeowner(s));
3. Public service grants for new or increased service programs
4. Job (re)training to retain employees
5. Non-profit facility rehabilitation and/or expansion
6. Housing rehabilitation to provide decent housing, a suitable living environment, and economic opportunity expansion

Eligibility
Eligible applicants are:
1. 501(c)(3) non-profits in good standing in Marion County, FL
2. Microenterprises licensed to do business in Marion County, FL
3. Homeless individuals or families referred through a 501(c)(3) non-profits located in Marion County, FL
4. Individuals or families that can demonstrate a loss of or decrease in income directly related to the COVID-19 pandemic
5. For-profit businesses located in Marion County, FL with a need to (re) train current employees to avoid lay-offs or job losses.

All applicants are required to report any CARES Act funding received or applied for so as to prevent duplication of aid.

Award Information
Funding Mechanism:
Loan/Grant

Anticipated Total Available Funding:
ESG-CV: $1,550,489; CDBG-CV: $1,025,481

Project Length:
Until funds are expended or expire September 30, 2022.

Applicants should be aware that funding amounts are subject to the availability of funds. First Qualified, First Served.

Application Information:
https://www.zoomgrants.com/zgf/marioncountycommunitydevelopment

Contact Information
352-671-8770 or CommunityServices@marioncountyfl.org
Nicholas Bennett, Community Development Grant Administrator, Marion County Community Services
Nicholas.Bennett@marioncountyfl.org 352-671-8770

Section 504 – Rehabilitation Act of 1973 and Americans with Disabilities Act of 1990 [ADA], As Amended
Marion County does not discriminate on the basis of disability in the admission or access to, or treatment, or employment in its programs or activities. Any requests for reasonable accommodations required by individuals to participate in any open meeting, program or activity of the Marion County Community Services Department should be directed to Community Development Grant Administrator, Community Services, 2710 E. Silver Springs Blvd., Ocala, FL 34470. Telephone 352-671-8770; Fax 352-671-8769; email Nicholas.Bennett@marioncountyfl.org

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3062 **Agenda Date:** 5/18/2021 **Agenda No.:** 7.3.2.

SUBJECT:
Request Approval of First Amendment to Standard Professional Services Agreement Between Marion County and Central Florida Community Action Agency (CFCAA) with State Housing Initiatives Partnership (SHIP) Program Funds (Budget Impact - None)

INITIATOR:
Cheryl Martin, Director

DEPARTMENT:
Community Services

DESCRIPTION/BACKGROUND:
On April 16, 2019, the Board of County Commissioners (BCC) approved the FY 19/20 SHIP Local Housing Assistance Plan (LHAP) and associated Resolution 19-R-112, furthering the County's Community Housing and Development goal. The LHAP identifies seven (7) affordable housing strategies that may be implemented with Marion County SHIP funds: Purchase Assistance with Rehabilitation; New Construction-Home Ownership; Owner Occupied Rehabilitation/Demolition-Reconstruction; Rental Assistance; Disaster Relief; Rental-New Construction, Acquisition, rehabilitation; and Impact Fees.

CFCAA is a private, nonprofit, community-based organization whose purpose is to reduce poverty and help low-income individuals and families become self-sufficient in Alachua, Levy, and Marion Counties through its weatherization program. CFCAA is committed to helping people strengthen their lives through community partnerships.

The County entered into a contract with CFCAA on April 21, 2020 to provide leveraged funds for the weatherization Assistance Program as part of housing rehabilitation to benefit approximately very low income families whose properties are homesteaded in Marion County. The amount of assistance to each eligible household will not exceed $10,000.

Due to the COVID-19 pandemic CFCAA has experienced a five (5) month delay. This agreement expired on April 20, 2021. CFCAA has requested an extension to October 20, 2021 as CFCAA has approved homeowners who meet the criteria for needed repairs to their home. This extension request is reasonable as an unforeseen event stalled their progress in completing the contract requirements in a timely manner.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to approve First Amendment to the Agreement.

LEGAL REQUEST MEMORANDUM (LRM)

To: ☐ Matthew Minter, County Attorney ☐ Dana E. Olesky, Chief Asst County Attorney ☐ Elizabeth Alt, Sr Asst County Attorney ☑ Russell Ward, Asst County Attorney ☐ William Harris, Asst County Attorney

From: (Name) Urie (Last) Helen (First) (Dept) Community Services - 5340

(Title) Housing Grant Manager (Phone) 352-671-8781

Signature Helen Urie Date Monday, April 26, 2021

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

County partnered with Central Florida Community Action Agency (CFCAA) to assist 10-12 households with Home Rehabilitation for a total Project not to exceed One Hundred Thousand Dollars and Zero Cents ($100,000.00). Homes are currently under construction and CFCAA is asking for an extension to complete these repairs. This request is acceptable due to the delay COVID caused for this program.

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

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

COMPLETION IS REQUESTED BY: *(specific date)* Tuesday, May 4, 2021

Please allow for a MINIMUM of five (5) working days from receipt of LRM:

Agenda Item? ☑ Yes ☐ No

Agenda Deadline Date: Thursday, May 6, 2021 Agenda Date: Tuesday, May 18, 2021

LRM No. 2021-319 DO NOT COMPLETE - Office of the County Attorney use ONLY

Outcome:

Approved as to form.

Community Services
APR 27 2021
RECEIVED
Marion County Attorney
APR 27 2021
RECEIVED

Date Received:

Attorney Signature: Date 4/28/21

Staff Signature: Debra Veachey (Completed) Returned: ☑ Department ☐ Admin ☐ Procurement

4/28/2021

Rev 12/21/17

Helping People. Changing Lives.
community Action PARTNERSHIP
Serving Alachua, Levy and Marion Counties
Central Florida Community Action Agency

Alachua County Office
411 N Main Street, Suite 210
Gainesville, FL 32601
(352) 373-7667
www.cfcaa.org

Levy County Office
215 SW 5th Street
Chiefland, FL 32626
(352) 493-1734
info@cfcaa.org

Marion County Office
2703 NE 14th Street
Ocala, FL 34470
(352) 732-3008

BOARD OF DIRECTORS
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Marion County
(Private Sector)

Cheryl Martin, Vice Chair
Marion County
(Public Sector)

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Marihelen Wheeler
Alachua County
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David Wilson
Alachua County
(Private Sector)

CHIEF EXECUTIVE OFFICER
Charles J. Harris, Jr.

April 21, 2021

Helen Urie, Housing Grant Manager
Marion County Community Services
2710 East Silver Springs Blvd.,
Ocala, FL 34470

Community Services
APR 22 2021
RECEIVED

Dear Ms. Urie:

This correspondence serves to request an extension on the Marion County SHIP Rehabilitation Grant.

Our current contract has ended on April 20, 2021. We are therefore requesting a 6-month extension to complete these SHIP rehabilitations.

This contract was executed in April 21, 2020. However, in March 2020, our county of operation, Alachua County, issued a stay-at-home order for its citizens. This resulted in the closing of our agency for two weeks. In April 2020, the Department of Economic Opportunity (DEO), our agency administrator, halted all WAP and construction related work statewide until August 2020 due to COVID 19. These halts in production have impacted our timelines gravely.

We currently have five (5) homes under construction and four (4) in pre-construction for nine (9) SHIP eligible recipients. We would very much like to complete the projects for these homeowners.

We appreciate your consideration on extending the agreement in order to provide the much-needed home repairs services to your clients. If you have any questions, or need additional information, please do not hesitate to contact me.

Sincerely,

Stephanie Seawright

Stephanie Seawright, COO
Central Florida Community Action Agency, Inc.

CC: Charles Harris, CEO, CFCAA
Kanikka Torres, CFO, CFCAA

Our community action agency does not discriminate on the basis of race, color, national origin, religion, gender (sex), age, sexual orientation, disability condition, marital situation, or veteran's status.

FIRST AMENDMENT
MARION COUNTY
STANDARD PROFESSIONAL SERVICE AGREEMENT
State Housing Initiatives Partnership Program

In accordance with the agreement entitled "Marion County Standard Professional Services Agreement, dated **April 21st, 2020**, (the "Agreement") this First Amendment to the Agreement (this "Amendment") is made and entered into by and between **Central Florida Community Action Agency, Inc. (CFCAA),** whose address is 411 North Main Street, Suite 210, Gainesville, FL 32601, a not-for profit corporation organized under the law of the State of Florida; possessing FEIN **#59-2113799**, (hereinafter referred to as "SUB-RECIPIENT") 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 expired on April 20, 2021; and

WHEREAS, the parties desire to reinstate and extend the term of the Agreement to October 20th, 2021; and

WHEREAS, the parties desire to allow reimbursement requests to be accepted and paid for the term of the Agreement as though the Agreement had not expired, when submitted with proper documentation;

WHEREAS, the parties wish to alter the terms of the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, COUNTY and SUB-RECIPIENT hereto agree as follows:

1. **Incorporation of Recitals.** The Parties confirm and agree that the above Recitals are true and correct, and incorporate their terms and provisions herein for all purposes.

2. **Reinstatement.** The Agreement is hereby reinstated and extended as though it had never expired.

3. **Amended Term.** Paragraph 4 of the Agreement is hereby amended to read as follows:

TERM. The services to be rendered by SUB-RECIPIENT shall commence subsequent to the execution of the Agreement and be completed by October 20, 2021 (the "Deadline Date").

4. **Part of the Agreement.** This Amendment shall be deemed to amend and become part of the Agreement.

5. **In Full Force.** All provisions of the Agreement not specifically amended herein shall remain in full force and effect. Specifically, the funding provided in the Agreement is in no way altered by this Amendment.

(Remainder of page intentionally left blank. Signature page follows.)

IN WITNESS WHEREOF, the parties have entered into this First Amendment by their duly authorized officers on the date of the last signature below.

ATTEST:

_____
Gregory C. Harrell
Clerk of Court

Date: _____

MARION COUNTY, a political subdivision of the State of Florida

By: _____
Jeff Gold
Chairman

Date: _____

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

p.p. /s/ Matthew Minter
Matthew Minter
County Attorney

WITNESS:

Audrey J. Haskew 5/6/2021
Signature Date

AUDREY J. HASKEW 5/6/2021
Printed Name

WITNESS:

Kimberly Glancy 5/6/2021
Signature Date

Kimberly Glancy
Printed Name

CENTRAL FLORIDA COMMUNITY ACTION AGENCY, INC.

By: _____

Printed Name: Scot Quintel

Title: Board Chair

Date: 5/6/21

CENTRAL FLORIDA COMMUNITY ACTION AGENCY, INC.

MARION COUNTY
STANDARD PROFESSIONAL SERVICES AGREEMENT
State Housing Initiatives Partnership Program

THIS MARION COUNTY STANDARD HOUSING SERVICES AGREEMENT, (this "Agreement") made and entered by and between **Marion County,** a political subdivision of the State of Florida, (hereinafter called the "COUNTY") and **Central Florida Community Action Agency, Inc. (CFCAA),** a not-for-profit corporation organized under the law of the State of Florida, whose principal address is 411 North Main Street, Suite 210, Gainesville, FL 32601. FEIN #59-2113799, (hereinafter called the "SUB-RECIPIENT").

W I T N E S S E T H:

WHEREAS, COUNTY has been provided funds from the Florida Housing Finance Corporation which administers the State Housing Initiatives Partnership ("SHIP") Program for the provisions of housing; and

WHEREAS, COUNTY's Board of County Commissioners approved the 2019-2022 SHIP Local Housing Assistance Plan ("LHAP") furthering the COUNTY's housing goals; and

WHEREAS, Florida Housing Finance Corporation, the funding body for SHIP, provides deferred loans or grants to promote the production of affordable housing; and

WHEREAS, SUB-RECIPIENT has proposed a project (the "Project") which promotes the production of affordable housing and has been selected to receive funding for same;

WHEREAS, it is necessary for COUNTY and SUB-RECIPIENT to enter into an Agreement for the implementation of this Project; and

WHEREAS, COUNTY's Community Services Department ("Department") administers the SHIP program on behalf of COUNTY.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable consideration acknowledged by both parties, the parties hereto do covenant and agree as follows:

1. **STANDARD TERMS.** The SUB-RECIPIENT and COUNTY mutually agree to abide by COUNTY's Standard Terms, attached hereto as ***Exhibit A***.

2. **FUNDING.** COUNTY agrees to reimburse SUB-RECIPIENT for allowable costs in an amount not to exceed **One Hundred Thousand Dollars and Zero Cents**

COPY

Certified A True Copy
of 20 page document
this 22 day of Apr. 20 20
DAVID R. ELLSPERMANN
Clerk of Court and Comptroller
By _____ D.C.

($100,000.00) for services performed under the terms of this Agreement and detailed in ***Exhibit B.*** In the event costs exceed the stated amount, SUB-RECIPIENT shall be responsible for excess.

3. **SERVICES AND PERFORMANCE.** The Parties mutually agree to furnish, each to the other, the respective services, information and items as detailed in ***Exhibit A*** hereto, the Scope of Work and Funding, attached as ***Exhibit B*** hereto.

4. **TERM.** Unless otherwise provided herein or by Supplemental Agreement or Amendment, the provisions of this Agreement will remain in full force and effect through expiration, satisfaction, or termination of the mortgage lien more fully described herein. The services to be rendered by SUB-RECIPIENT shall commence subsequent to execution of the Agreement and be completed by twelve (12) months from the date of execution of this Agreement (the "Deadline Date").

5. **INSURANCE.** SUB-RECIPIENT will maintain general liability insurance as set forth in Section V of ***Exhibit A***.

6. **MISCELLANEOUS.**

   A. Reference in this Agreement to "Director" will mean the Department of Community Services Director.

   B. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein.

   Exhibit A –Standard Terms
   Exhibit B –Scope of Work and Funding

[This portion of page intentionally left blank. Signatures to follow.]

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CENTRAL FLORIDA COMMUNITY ACTION AGENCY, INC.

IN WITNESS WHEREOF, the Parties have entered into this Agreement by their duly authorized officers on the date of the last signature below.

ATTEST:

David R. Ellspermann, Clerk
Date: 4/21/2020

MARION COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

By: Kathy Bryant
Printed Name: Kathy Bryant
Its: Chairman
Date: April 21, 2020

For Use and Reliance of Marion County only,
Approved as to Form and Legal Sufficiency

Matthew Minter, Marion County Attorney
for;

WITNESS:

4/13/2020
Sign Name: Date

Print Name

4/13/20
Sign Name: Date

Print Name

CENTRAL FLORIDA COMMUNITY ACTION AGENCY, INC

By:

Print Name: Scot Quintel

Title: Board Chair

Date: 4/13/20

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Exhibit A- STANDARD TERMS

I. SERVICES AND PERFORMANCE:

A. All Property assisted with SHIP funds must be used for the SHIP eligible purposes for which the Project funding was made.

B. SUB-RECIPIENT shall ensure that its construction contractor is appropriately licensed for the intended Work (hereafter "Licensed Contractor") and that the necessary construction permit(s) are obtained.

C. SUB-RECIPIENT will be responsible for obtaining demographic data on individuals assisted, to include: racial/ethnic and residency status.

D. Time is of the essence. The timely performance and completion is vitally important to the interest of COUNTY. COUNTY will be entitled at all times to be advised, at its request, as to the status of the Project by SUB-RECIPIENT and of the details thereof. Coordination will be maintained by SUB-RECIPIENT with representatives of COUNTY, or of other agencies interested in the Project on behalf of COUNTY. Either party to the Agreement may request and be granted a conference.

E. All services will be performed by SUB-RECIPIENT to the satisfaction of the Director who will decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of the Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount and value thereof; and the decision upon all claims, questions and disputes will be final and binding upon the parties hereto.

F. SUB-RECIPIENT shall perform all services under this Agreement as an Independent Contractor and not as an employee or agent of COUNTY. SUB-RECIPIENT shall be solely responsible for the manner, means and methods utilized by SUB-RECIPIENT to perform such services.

G. SUB-RECIPIENT shall notify COUNTY within ten (10) days of the Deadline Date if the Project will not be completed timely. At that time, with guidance from Florida Housing Finance Corporation, an extension may or may not be offered and this Agreement may or may not be rescinded.

H. Environmental Conditions:

1. Air and Water

a) SUB-RECIPIENT agrees to comply with the following requirements insofar as they apply to the performance of this Agreement: Clean Air Act, 42 U.S.C. §7401, *et seq.*

b) Federal Water Pollution Control Act, as amended, 33 U.S.C., §1251, *et seq.*, and 33 U.S.C. §1318 relating to inspection,

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monitoring, entry, reports and information, as well as all other regulations and guidelines issued thereunder; and,

c) Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R. Part 50, as amended.

2. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. §4001), SUB-RECIPIENT 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 housing purposes.

3. Lead-Based Paint

SUB-RECIPIENT agrees that any residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 C.F.R. §570.608, and 24 C.F.R. Part 35, Subpart B. Such regulations pertain to all SHIP-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the Property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a Property, paint testing, risk assessment, treatment, and/or abatement may be conducted.

4. 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. SUB-RECIPIENT, as the owner of the building, shall notify or shall require its operator/contractor of renovation or demolition to notify 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. SUB-RECIPIENT 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 US EPA and authorized under the Florida Statutes to enforce the asbestos NESHAP regulations. Costs incurred from asbestos testing and abatement will be at SUB-RECIPIENT's expense.

b. In the event that asbestos–containing materials or suspected asbestos-containing materials are discovered in the area designated for housing rehabilitation, SUB-RECIPIENT assumes

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responsibility to notify to COUNTY, and all workmen of existing asbestos conditions. Notification shall be made on approved EPA Forms and includes posting of notices in accordance with EPA and OSHA Guidelines. SUB-RECIPIENT 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 SUB-RECIPIENT, has the suspected asbestos-containing materials analyzed. This will be done promptly by SUB-RECIPIENT. If SUB-RECIPIENT proceeds after notification by COUNTY not to proceed, 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. SUB-RECIPIENT will notify the Architect (if 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. SUB-RECIPIENT, LICENSED CONTRACTOR 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 SUB-RECIPIENT shall obtain the acknowledgment of LICENSED CONTRACTOR and all such suppliers and manufacturers of their liability for such removal.

5. Historic Preservation

SUB-RECIPIENT 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.

II. TERMINATION

A. In accordance with 2 C.F.R. Part 200.340, COUNTY may suspend, withhold payments, or terminate this Agreement and all payment to SUB-RECIPIENT in whole or in part for cause upon seven (7) calendar days' notice in writing to SUB-RECIPIENT. Cause, which shall be determined by COUNTY, includes but is not limited to a) improper use of Project funds, b) failure to comply with the terms and conditions of the Agreement, c) refusal to accept conditions imposed by SHIP pertaining to activities covered by this Agreement, d) submittal to COUNTY of documentation which is incorrect or incomplete in any material respect, or e) changes in Federal or State law or the availability of grant funds as

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identified in Section IV (Funding) of this Agreement, which render the Project impossible or infeasible.

B. In the event of default, lack of compliance or failure to perform on the part of SUB-RECIPIENT, COUNTY reserves the right to exercise corrective or remedial actions, to include, but not necessarily be limited to, requesting additional information from SUB-RECIPIENT to determine reasons for or extent of noncompliance or lack of performance; issue a written warning advising SUB-RECIPIENT of deficiency and advising SUB-RECIPIENT that more serious sanctions may be taken if situation is not remedied; advise SUB-RECIPIENT to suspend, discontinue or not incur costs for activities in question; withhold payment for services provided; or advise SUB-RECIPIENT to reimburse COUNTY for amount of costs incurred for any items determined ineligible.

C. SUB-RECIPIENT, its assigns, and successors, agree that the Project is used in a manner to serve very low (50% AMI) income populations. Default in such use shall result in COUNTY enforcing its remedies pursuant to this Agreement, including but not limited to SUB-RECIPIENT's immediate repayment of all funds provided pursuant to this Agreement.

D. In the event of a natural disaster, this Agreement may be suspended or terminated by COUNTY and funds transferred to recovery activities as determined by COUNTY. Funds subject to this provision shall be those that are not contractually committed for housing rehabilitation, design or other such third party private vendors.

E. In accordance with 2 C.F.R. Part 200.339, with certain exceptions, this Agreement may be terminated in whole or in part for convenience by either COUNTY or SUB-RECIPIENT upon written notification to the other and with the written consent of the other. Termination for convenience shall not apply to provisions in this Agreement that require compliance with laws, regulations or ordinances, records retention or to the provision of service to very low (50% AMI) income persons or other specified beneficiaries.

F. SUB-RECIPIENT shall submit the first Reimbursement Request within ninety (90) days of execution of this Agreement.

III. FUNDING:

A. Funding withheld

SUB-RECIPIENT shall withhold ten (10%) percent of the reimbursed amount prior to SUB-RECIPIENT paying Licensed Contractor. SUB-RECIPIENT shall be responsible for paying the withheld tem (10%) percent to Licensed Contractor at Substantial Construction Completion, upon notification by County that all necessary documents have been received and Work has been completed to satisfaction. County maintains the right to withhold reimbursement payment for up

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to thirty (30) days until all necessary documents has been submitted. If necessary documents have not been submitted by SUB-RECIPIENT at the end of thirty (30) days, County pay opt to place a temporary or permanent hold order on the Project.

B. Progress Payments

SUB-RECIPIENT is required to submit Reimbursement/Payment to the Department using the following guidelines:

1. All costs will be paid by COUNTY directly to SUB-RECIPIENT. All reimbursements requests will be made monthly using "Reimbursement Request" form obtained from COUNTY and with such supporting data and content as COUNTY may require.

2. SUB-RECIPIENT shall not pay for materials that are not physically located on the Project site. Payment for stored materials and equipment required by Licensed Contractor shall be conditioned upon Licensed Contractor's proof satisfactory to COUNTY that SUB-RECIPIENT has title to such materials and equipment. Such Reimbursement Request shall be signed by and shall constitute both SUB-RECIPIENT and Licensed Contractor's representation that the Work has progressed to the level for which payment is requested in accordance with this Agreement, that the Work has been properly installed or performed in full accordance with this Agreement, and that SUB-RECIPIENT and Licensed Contractor know of no reason why payment should not be made as requested. Thereafter, COUNTY shall review the Reimbursement Request and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Reimbursement Request and is as required by this Agreement.

3. COUNTY's Construction Coordinator may inspect and approve all Work completed and covered by the Reimbursement Request prior to payment being made. Upon successful inspection, Construction Coordinator will inform COUNTY that payment can be made. If the Construction Coordinator finds reason to fail the inspection, COUNTY will withhold payment until the failure is remedied.

4. COUNTY shall make progress payments on account of this Agreement to SUB-RECIPIENT within two (2) weeks following the receipt of each Reimbursement Request. The amount of each progress payment shall be less such amounts, if any, otherwise owing by SUB-RECIPIENT to COUNTY or which COUNTY shall have the right to withhold as authorized by this Agreement.

5. SUB-RECIPIENT shall require Licensed Contractor to warrant that title to all Work covered by a Reimbursement Request will pass to SUB-RECIPIENT no later than the time of payment. SUB-RECIPIENT shall require Licensed Contractor to further warrant that upon submittal of a Reimbursement Request, all Work for which payments have been received from COUNTY

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shall be free and clear of liens, claims, security interest or other encumbrances in favor of Licensed Contractor or any other person or entity whatsoever.

6. SUB-RECIPIENT shall require Licensed Contractor to pay each sub-contractor, within seven (7) days of receipt of each progress payment, the amount to which the sub-contractor is entitled, reflecting percentages actually retained from progress payment to Licensed Contractor on account of the sub-contractor's potion of the Work. SUB-RECIPIENT shall require Licensed Contractor, by appropriate agreement with each sub-contractor, to require each sub-contractor to make payments to the sub-sub-contractors in a similar manner.

7. COUNTY shall have no obligation to pay or see to payment of a sub-contractor except as may otherwise be required by law.

   a. In the event COUNTY becomes informed that Licensed Contractor has not paid a sub-contractor as herein provided, COUNTY shall have the right, but not the duty, to issue future checks in payment to SUB-RECIPIENT of amounts otherwise due hereunder naming SUB-RECIPIENT, Licensed Contractor and such sub- contractor as joint payees. Such joint check procedure, if employed by COUNTY, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit COUNTY to repeat the procedure in the future.

C. Withheld Payment

1. COUNTY may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to SUB-RECIPIENT, to protect COUNTY from loss because of:

   a. Defective Work not remedied by SUB-RECIPIENT or in the opinion of COUNTY, not likely to be remedied by SUB-RECIPIENT;

   b. Claims of third parties against COUNTY or COUNTY's property or reasonable evidence indicating probable filing of such claims;

   c. Evidence that the Work cannot be completed in accordance with this Agreement for the unpaid balance of this Agreement price;

   d. Evidence that the Work will not be completed in the time required;

   e. Persistent failure to carry out the Work in accordance with this Agreement;

   f. Damage to COUNTY or a third party to whom COUNTY is, or may be, liable.

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2. In the event that COUNTY makes written demand upon SUB-RECIPIENT for amounts previously paid by COUNTY as contemplated in this subparagraph, SUB-RECIPIENT shall promptly comply with such demand.

D. Record Maintenance

Financial records of costs incurred under terms of this Agreement will be maintained and made available upon request by COUNTY at all times during the period of this Agreement and for five (5) years after the end of this Agreement. Copies of these documents and records will be furnished to COUNTY upon request.

E. SHIP Funds

The source of funding from COUNTY for payment of services performed under this Agreement are grants provided to COUNTY by SHIP. SUB-RECIPIENT agrees that in the event that any grant is reduced or withheld by SHIP, COUNTY shall not be liable for payment of contracted services remaining unfunded by said reduced or withheld grant. In the event that SHIP determines that SUB-RECIPIENT has not fulfilled its obligations in accordance with the requirements applicable to the grant and/or requests reimbursement of expenses paid under this Agreement, SUB-RECIPIENT shall provide said reimbursement from non-state sources within ten (10) days of said notice from COUNTY.

F. Annual Appropriation

COUNTY, during any fiscal year, will not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. Nothing herein contained will prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, COUNTY's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Board of County Commissioners, Marion County, Florida.

IV. RISK MANAGEMENT, INSURANCE, AND INDEMNITY:

A. LOSS CONTROLS/SAFETY

1. SUB-RECIPIENT's Insurance Policy must include coverage for Contractual Liability, Independent Contractors and contain no exclusions for explosion, collapse, or underground property damage.

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2. "Marion County, a political subdivision of the State of Florida, its officials, employees, agents, and volunteers" are to be named as an Additional Insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage in respects to liability arising out of any service performed by or on behalf of SUB-RECIPIENT. The coverage shall contain no special limitation on the scope of protection afforded to COUNTY, its officials, employees, or volunteers.
3. SUB-RECIPIENT's insurance coverage shall be primary insurance as respects Marion County, a political subdivision of the State of Florida, its officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by COUNTY, its officials, employees, agents, or volunteers shall be excess of SUB-RECIPIENT's insurance and shall be non-contributory.

B. INSURANCE

1. WORKERS' COMPENSATION

   Shall be purchased and maintained by SUB-RECIPIENT with statutory limits in compliance with state and federal laws, Employer's liability limits of not less than $100,000.00 each accident, $500,000.00 disease policy limit and $100,000.00 disease each employee must be included.

2. GENERAL LIABILITY

   Coverage must be afforded under a Commercial General Liability policy with limits of not less than $1,000,000.00 per occurrence and $2,000,000.00 annual aggregate. The policy must be maintained by SUB-RECIPIENT for the duration of the Project. If the policy is written on a claims made basis, SUB-RECIPIENT must maintain the policy a minimum of five (5) years following completion of the Project. Marion County, a political subdivision of the State of Florida must be shown as an Additional Insured.

3. PROFESSIONAL LIABILITY

   With limits of not less than $1,000,000.00 per occurrence and $2,000,000.00 annual aggregate. Higher limits may be required for Projects valued in excess of $5,000,000.00. Projects $5,000,000.00 or more will need to be reviewed by Marion County Risk and Benefits Services to determine appropriate Professional Liability limits. The policy must be maintained by SUB-RECIPIENT for the duration of the Project. If the policy is written on a claims made basis, SUB-RECIPIENT must maintain the policy for a minimum of five (5) years following the completion of the Project.

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4. These insurance requirements shall not relieve or limit the liability of SUB-RECIPIENT. COUNTY does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect SUB-RECIPIENT's interests or liabilities, but are merely minimums. No insurance is provided by COUNTY under this contract to cover SUB-RECIPIENT.

5. Insurance required of SUB-RECIPIENT or any other insurance of SUB-RECIPIENT shall be considered primary, and insurance or self-insurance of COUNTY shall be considered excess, as maybe applicable to claims against COUNTY which arise out of this Agreement. No Work shall be commenced under this Agreement until the required Certificate(s) have been provided. Work shall continue after expiration (or cancellation) of the Certificate and shall not resume until new Certificate(s) have been provided.

C. INDEMNITY

SUB-RECIPIENT will indemnify, defend, and hold harmless COUNTY and all of its officers, agents and employees from any claim, loss, damage, cost, charge or expense arising out of any act, error, omission or negligent act by SUB-RECIPIENT, its agents, employees, or sub-contractors during the performance of the Agreement, except that neither SUB-RECIPIENT, its agents, employees nor any of its sub-contractors will be liable under this paragraph for any claim, loss, damage, cost, charge or expense arising out of any act, error, omission or negligent act by COUNTY or any of its officers, agents or employees during the performance of the Agreement

V. MONITORING, RECORD RETENTION AND REPORTING:

A. In accordance with 2 C.F.R. Part 200, SUB-RECIPIENT or Assignee shall provide to COUNTY the following reports:

1. Reporting of demographic data to include racial/ethnic and residency status on clients served twelve (12) months after homeowner Rehabilitation completion. COUNTY shall provide forms to SUB-RECIPIENT for this purpose.

B. SUB-RECIPIENT shall ensure that households assisted by SUB-RECIPIENT live within the jurisdiction of Marion County, Florida.

C. In accordance with 2 C.F.R. Part 200 (check applicable terms):

( ) SUB-RECIPIENT shall be required to complete a client assessment to verify eligibility according to the published HUD income guidelines. The method of determining eligibility must be approved by COUNTY.

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(xx) The clientele served by SUB-RECIPIENT are all in a category as to very low (50% AMI) income status. SUB-RECIPIENT will be responsible for verifying that all clientele served are in this category.

D. COUNTY will monitor all stages of the Project to ensure compliance with all State/SHIP regulations and COUNTY guidelines. COUNTY shall have the right to monitor and evaluate all aspects of the Project site improved by the funds associated with this Agreement. Such evaluation will be affected by the submission of reports and information by SUB-RECIPIENT and by monitoring site visits by the Department.

E. Within the first three (3) months after Project completion, COUNTY will perform an initial monitoring to ensure that SUB-RECIPIENT is maintaining an appropriate filing system, including files containing the Agreement, insurance certificates, certification letters, eligibility documentation; correspondence, monthly reports, Reimbursement requests, purchase requisitions and inventory logs. Client files should contain proof of county residency, income eligibility, demographics, and use of services.

F. One (1) year after Project completion, COUNTY will perform an annual onsite monitoring. Level Two monitoring will cover the items in the Level One Monitoring, plus reviewing policy and procedures. Years two through six monitoring will be a desk monitor unless the previous year monitor showed a deficit. A Performance Measures review will also be conducted, measuring the achievement towards the goals set and sustainability for the Project.

G. All records pertaining to this Agreement, including but not limited to financial, statistical, Property and programmatic records shall be retained for five (5) years from ending date of COUNTY's fiscal year (October 1 through September 30) in which this Agreement is paid in full, expired, or terminated, whichever is later. All records, however, that are subject to audit findings shall be retained for five (5) years in the manner prescribed above or until such audit findings have been resolved, whichever is later. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by the Statutes of the State of Florida.

H. SUB-RECIPIENT shall at any time during normal business hours and as often as COUNTY and/or any of their duly authorized representatives may deem necessary, make available for examination all of SUB-RECIPIENT's records, books, documents, papers and data with respect to all matters covered by this Agreement, and shall permit COUNTY and/or its designated authorized representative to audit and examine all books, documents, papers, records and data related to this Agreement.

I. In a frequency determined by COUNTY, SUB-RECIPIENT shall provide COUNTY, in a form prescribed by COUNTY, required reports summarizing progress, timetables, eligibility, demographic and financial information for monitoring and evaluating all aspects of Project undertakings. The format prescribed shall be in conformance with SHIP reporting requirements and COUNTY reporting procedures.

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VI. COMPLIANCE WITH LAWS:

A. The SHIP Administrator will be available to SUB-RECIPIENT to provide technical guidance on SHIP requirements.

B. SUB-RECIPIENT shall not exclude from participation in, deny benefits to, or otherwise discriminate against any person on the grounds of race, color, religion, sex, familial status, national origin, age, or disability in the provision of services to their clients.

C. SUB-RECIPIENT will comply with applicable Uniform Administrative Requirements as described in 2 CFR Part 200 regulations described in Subpart K of the regulations, incorporated herein by reference.

D. SUB-RECIPIENT warrants that SUB-RECIPIENT has not employed or retained any company or person, other than a bona fide employee working solely for SUB-RECIPIENT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted. For the breach or violation of this paragraph, COUNTY shall have the right to terminate this Agreement without liability.

VII. CERTIFICATION OF ANTI-LOBBYING:

SUB-RECIPIENT certifies and discloses that, to the best of SUB-RECIPIENT's knowledge and belief:

1. No State appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence a County Commissioner, or an employee of COUNTY's Board of County Commissioners, in connection with the awarding of any State contract, the making of any State grant, the making of any State loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State contract, grant, loan, or cooperative agreement; and that

2. If any funds other than State appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a County Commissioner, or an employee of COUNTY's Board of County Commissioners, in connection with this State contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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VIII. PUBLIC RECORDS:

1. **IF SUB-RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THEIR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

Office of Public Relations
601 SE 25th Ave.
Ocala, FL 34471
Phone: 352-438-2300
Fax: 352-438-2309
Email: PublicRelations@MarionCountyFL.org

2. If, under this Agreement SUB-RECIPIENT is providing services and is acting on behalf of COUNTY as provided under Section 119.011(2), under Florida Statutes, SUB-RECIPIENT shall:

   a. Keep and maintain public records required by COUNTY to perform the Project;

   b. Upon request from COUNTY's custodian of records, provide COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

   c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if SUB-RECIPIENT does not transfer the records to COUNTY; and,

   d. Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of SUB-RECIPIENT or keep and maintain public records required by COUNTY to perform this Project. If SUB-RECIPIENT transfers all public records to COUNTY upon completion of this Agreement, SUB-RECIPIENT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUB-RECIPIENT keeps and maintains public records upon completion of this Agreement, SUB-RECIPIENT shall meet all applicable requirements

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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.

3. If SUB-RECIPIENT fails to provide requested public records to COUNTY within a reasonable time, COUNTY may immediately terminate this Agreement and SUB-RECIPIENT may be subject to penalties under Section 119.10, Florida Statutes.

IV. OTHER REQUIREMENTS:

A. All real property improved in whole or in part with SHIP funds must be used for the purpose for which this Agreement was approved.

B. Although no "program income" (as defined by SHIP) is anticipated as a result of this Agreement, any such income received by SUB-RECIPIENT is to be paid to COUNTY within ten (10) days of receipt of such income. Upon completion of the Agreement, SUB-RECIPIENT shall transfer to COUNTY any grant funds on hand and any accounts receivable attributable to the use of those funds.

C. No forbearance on the part of COUNTY or SUB-RECIPIENT shall constitute a waiver of any item requiring performance by the other party hereunder. A waiver by any party of another party's performance shall not constitute a waiver of any subsequent performance required by such other party. No waiver shall be valid unless it is in writing and signed by authorized representatives of COUNTY and SUB-RECIPIENT.

D. Any capital equipment acquired by SUB-RECIPIENT for the purpose of carrying on the Project, must be pre-approved in writing by COUNTY and shall be subject to the provisions of the Property Standards section of 2 CFR Part 200, Subpart D including, but not limited to, the provisions on use and disposition of property.

E. Conflict of Interest: No employee, agent, consultant, officer or elected official or appointed official of SUB-RECIPIENT, who exercises or has exercised any function or responsibility with respect to SHIP or who is in position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a SHIP assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a SHIP assisted Project or with respect to the process of the SHIP assisted Project, either for themselves or those with whom they have a family or business ties, during their tenure or for one (1) year thereafter.

F. SUB-RECIPIENT must certify to COUNTY that SUB-RECIPIENT shall provide drug-free workplaces in accordance with the Drug-Free Workplace Act of 1988 (42 U.S.C. 701) and with HUD's rules at 2 CFR Part 200.

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G. SUB-RECIPIENT agrees that any news release, article, public service announcement or advertisement or any other type of publicity, program literature, brochures, and letterhead pertaining to the Project, must recognize Marion County Board of County Commissioners and SHIP as providing funds for the Project.

H. Grant Close-out Procedures: In accordance with 2 C.F.R. Part 200, the grant will be closed out when:

1. All costs to be paid with SHIP funds have been incurred;

2. The Work to be assisted with SHIP funds has actually been completed; and,

3. Other responsibilities of SUB-RECIPIENT appear to have been carried out satisfactorily. Within ninety (90) days of the date it is determined to be completed, SUB-RECIPIENT will submit a copy of the final performance and evaluation report (2 C.F.R. Part 200).

X. MISCELLANEOUS:

A. All words used herein in the singular form will extend to and include the plural. All words used in the plural form will extend to and include the singular. All words used in any gender will extend to and include all genders.

B. In the event that a court of valid jurisdiction finally determines that any provision of this Agreement is illegal or unenforceable, this Agreement will be construed as not containing such provision, and all other provisions which are otherwise lawful will remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.

C. In the event that 24 CFR Part 570.503 entitled "Agreements with Sub-Recipients" should be amended or changed, COUNTY shall amend this Agreement to comply with such changes. COUNTY will give written notice to SUB-RECIPIENT of any such changes.

D. There are no understandings or agreements except as herein expressly stated.

E. This Agreement will be governed by and construed in accordance with the laws of the State of Florida.

F. In any legal action related to this Agreement, instituted by either party, SUB-RECIPIENT hereby waives any and all privileges and rights it may have relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule or case law, including, but not limited to those grounded on convenience. Any such legal action by either party shall be filed in Marion County, Florida.

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EXHIBIT B - SCOPE OF WORK / FUNDING

SUB-RECIPIENT: Central Florida Community Action Agency

Activity: Home Rehabilitation

SUB-RECIPIENT to provide Home Rehabilitation services to homesteaded properties of very low (50%) AMI homeowners in Marion County. These services will be provided in conjunction with CFCAA's current Weatherization Assistance Program. These improvements will contribute a healthier environment, safety, and security for Marion County residents of 10-12 income eligible households.

SHIP Funding:
In the form of a Grant to assist 10-12 households, not to exceed Ten Thousand Dollars and Zero Cents ($10,000.00) per household. Total Project not to exceed One Hundred Thousand Dollars and Zero Cents ($100,000.00)

Project Scope:
SUB-RECIPIENT shall provide home repairs to homesteaded properties, up to $10,000 per household, for income eligible citizens of Marion County. These services will be provided in conjunction with CFCAA's current Weatherization Assistance Program. SUB-RECIPIENT will collect initial documentation for application, review and prioritize applications, and complete an energy audit performed by SUB-RECIPIENT's Weatherization staff to determine the scope of work of the proposed home rehabilitation and its eligibility for this Project. CFCAA will select a Licensed Contractor who will then assess work being requested for the home and provide a quote for the services. Upon acceptance of the quote and approval of the work, CFCAA shall sign a Tri-Party Agreement with the Licensed Contractor and the successful applicant homeowner to perform the work. Administrative costs, not to exceed ten (10%) of the entire Project award amount will include all indirect costs associated with oversight and management of the Project. Rehabilitation Costs (Program Costs) will include all costs for direct services provided for the rehabilitation and repair of homes (i.e., inspections, recommendations and Mold Remediation). Project Delivery Costs (Program Costs) will include, but is not limited to, hours used to perform tasks, scope of work write-ups, management of the program (i.e., intake, client interaction, contractor management, change orders, and all monitoring including related reports).

Repairs and/or replacements are limited to homesteaded site built homes, modular units and manufactured homes:

1. Areas of improvement for site built homes are: Roof, ADA Ramps, Well, Septic, and HVAC replacement to include electrical upgrades, if necessary.

2. Per SHIP Housing Standards of Chapter 553, Florida Statutes, Mobile or

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Manufactured homes need to be constructed after June of 1994. Allowable repairs for Mobile or Manufactured Homes: Roof, Well and/or Septic.

COUNTY's Construction Coordinator will work closely with SUB-RECIPIENT, in addition to any selected subcontractors, throughout the Project.

Eligible Costs:

a. Roof – 30 year architectural shingles
b. HVAC – 15 SEER Rating (required electrical upgrade to system only)
c. Well
d. Septic
e. Administration Costs to include general planning, management and related staff costs, Application Eligibility/determination, and Income Certifications
f. Program Costs to include Initial Inspection, Work Write Up/Cost Estimate, Construction Inspections, Recording fees, Appraisals

Request for Payment:

Reimbursement Requests should be submitted immediately following inspection and approval of Licensed Contractor's draw requests. The following document should be attached to the Reimbursement Request Form:

- Copies of Licensed Contractor draws and invoices as applicable
- Proof of payment, as applicable
- Any back-up documentation including budget or timeline revisions

Payment Process:

- Payment Requests will be reviewed for approval by all parties at which time COUNTY's Construction Coordinator may inspect Work completed.
- First draw amount of $10,000 allowable prior to rehabilitation work commencement.
- SUB-RECIPIENT will submit a Monthly Reimbursement Request form with back-up documentation to COUNTY's Community Services Department.
- COUNTY will verify all payment requests before submission to COUNTY's Finance for payment. Any questions or discrepancies will be resolved with SUB-RECIPIENT before payment is authorized.
- The County's Finance Department abides by the Prompt Payment Act, ss. 218.70-218.80, Florida Statutes. Checks will be mailed to SUB-RECIPIENT.

Income Certification and Monitoring:

SUB-RECIPIENT will be responsible for verifying that all clientele served are very-low income [below fifty percent (50%) median area income] calculated in accordance with 24 CFR Part 25 as found on the Florida Housing Finance Corporation website at www.floridahousing.org.

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Income Certifications shall be provided to COUNTY for reporting, by SUB-RECIPIENT, based on documentation collected from its clientele to include:

- Driver's License (or FL identification card) for each adult member of the household;
- Social Security card for each member of the household; and
- Copy of Birth Certificates for all household members under 18.

Must have at least one of the following for every household member 18 and over:

- 60 Days of Paystubs.
- Social Security Benefits Letter.
- Child Support Income (including Current Child Support Court Order, printout of payments from Court House, OR Letter from Department of Revenue for every child under 18.
- Ongoing Cash Support from family or friends.
- Retirement/Pension Statements.
- No Income Form.
- Other: (Unemployment, TANF, Cash Assistance, Self-Employment, etc.)

Must have at least one of the following for every household member 18 and over:

- Copy of last 6 months complete bank statements for all checking; Copy of last month complete Savings Account OR Prepaid Card accounts.
- No Assets Form.

Marion County Community Services will monitor all stages of the Project to ensure compliance with all State and COUNTY regulations. File folders to include:

- Application (and all supporting documents);
- CFCAA Approval Letter;
- Income Certification Form;
- Proof of Homestead (Marion County Property Appraiser's site);
- Proof of taxes current (Marion County Property Appraiser's site);
- Inspection Report;
- Lead Based Paint Inspection, Pre 1978 structures (if applicable);
- Scope of Work Write up;
- Pictures, Before and After;
- Request for Quotation, proof of advertisement or email;
- Copies of Bids/Quotes, Minimum 2 quotes;
- Tri Party Agreement;
- Notice to Proceed;
- Release of Lien;
- Invoices and Proof of Payment;
- Signed and Approved Permits;
- Punch List, Completed; and
- One Year Warranty from Contractor and Subcontractors.

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Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3075 **Agenda Date:** 5/18/2021 **Agenda No.:** 7.4.1.

SUBJECT:
Request Approval of Final Plat for Weybourne Landing Phase 1C Subdivision, Application Number 25962 (Budget Impact - None)

INITIATOR:
Tracy Straub, P.E., County Engineer

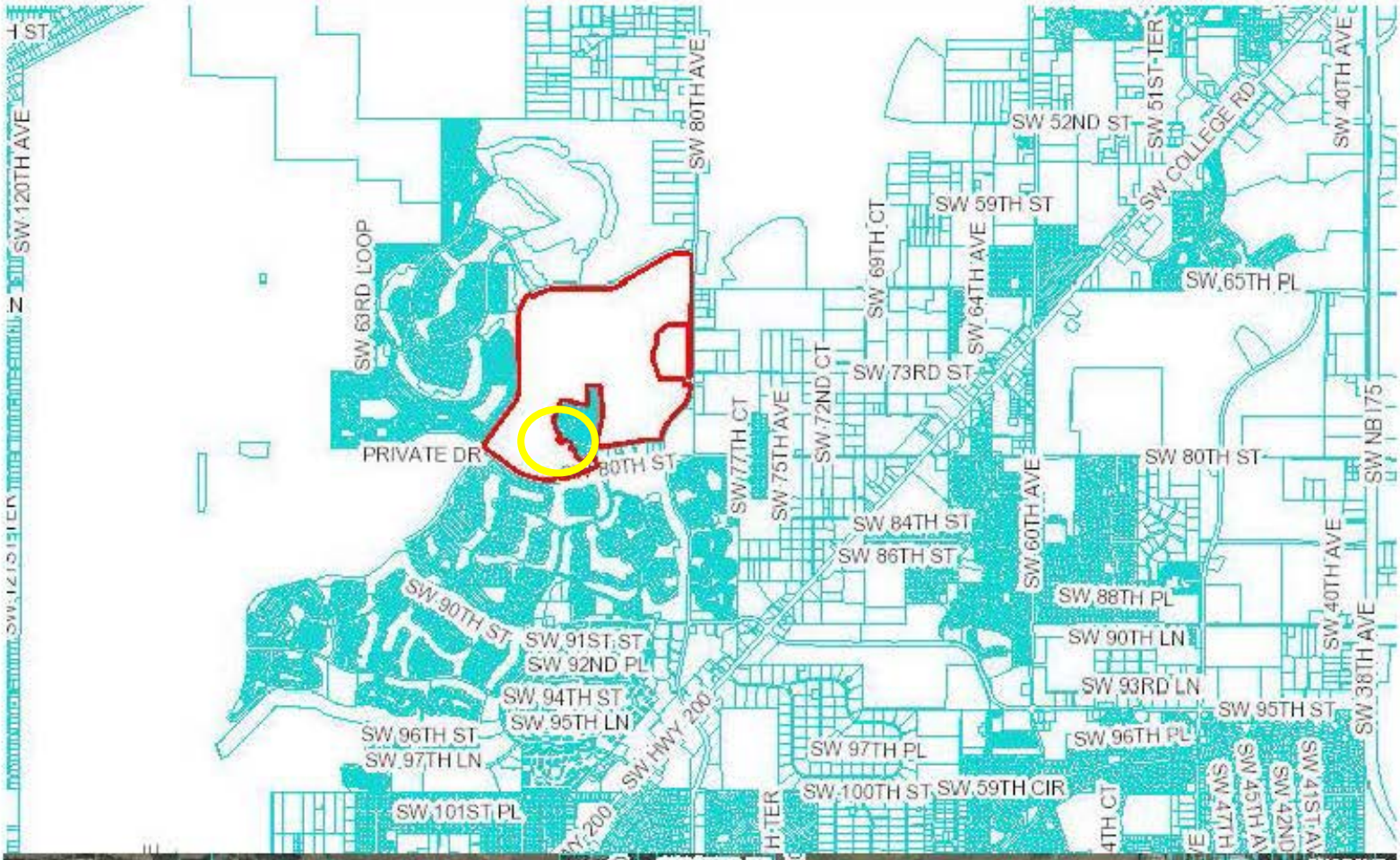
DEPARTMENT:
Development Review Committee

DESCRIPTION/BACKGROUND:
On May 3, 2021, the Development Review Committee approved the Final Plat for the Weybourne Landing Phase 1C subdivision and recommended that the Board approves and authorizes execution by the Chair and the Clerk. This subdivision is located in the southwest portion of the County and contains 119 lots and four (4) tracts on 42.26 acres with 1.01 miles of private road.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to approve the subject plat and to authorize the Chair and Clerk to execute the same.

WEYBOURNE LANDING PHASE 1C - FINAL PLAT
8575 SW 80TH ST OCALA
Project #2020110028 #25962 Parcel #35300-000-17
JCH CONSULTING GROUP





WEYBOURNE LANDING PHASE 1C

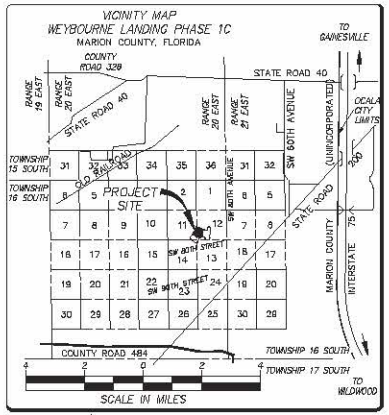
A REPLAT OF A PORTION OF CIRCLE SQUARE WOODS, PLAT BOOK P, PAGES 30 THROUGH 103 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA

A PORTION OF SECTIONS 11, 12, TOWNSHIP 16 SOUTH, RANGE 20 EAST

MARION COUNTY, FLORIDA

PLAT BOOK ___ PAGE ___
SHEET 1 OF 4

VICINITY MAP
WEYBOURNE LANDING PHASE 1C
MARION COUNTY, FLORIDA



JCH
CONSULTING GROUP, INC.
LAND DEVELOPMENT · SURVEYING & MAPPING
PLANNING · ENVIRONMENTAL · GIS
438 SW 15TH STREET, OCALA, FL 34471
PHONE (352) 351-1412 FAX (866) 272-8105 www.JCHgc.com
CERTIFICATE OF AUTHORIZATION – LB 8071

NOTICE:
THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

ALL PLATTED UTILITY EASEMENTS SHALL PROVIDE THAT SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES.

STORMWATER RUNOFF GENERATED FROM THE IMPROVEMENTS ASSOCIATED WITH THIS PLAT ARE DISCHARGED INTO LANDS AS IDENTIFIED ON THE IMPROVEMENT PLANS AS APPROVED BY MARION COUNTY FOR THE DEVELOPMENT OF THIS SUBDIVISION.

THE FLORIDA STATE PLANE COORDINATES SHOWN HEREON ARE NORTH AMERICAN DATUM OF 1983 (1990 ADJUSTMENT), FLORIDA WEST ZONE AS DERIVED FROM GPS STATIC SURVEY AND TRADITIONAL TRAVERSE METHODS AND ESTABLISHED FROM MARION COUNTY, FLORIDA CONTROL MONUMENTS "MRI692" AND "V086", PURSUANT TO SECTION 177.151, FLORIDA STATUTES.

THE NORTHWEST CORNER OF SECTION 12, TOWNSHIP 16 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA – FOUND 4" X 4" CONCRETE MONUMENT WITH NAIL & DISK STAMPED 1 2 11 12.
NORTHING: 1740427.4009 FEET
EASTING: 670381.9670 FEET
LATITUDE: 29°07'6.02210" N
LONGITUDE: 82°16'07.23080" W
CONVERGENCE: -0°07'50.7"
SCALE: 0.99994961

FOUND STAINLESS STEEL ROD STAMPED V086 1992
NORTHING: 1745775.8082 FEET
EASTING: 543917.8667 FEET
LATITUDE: 29°08'08.27974" N
LONGITUDE: 82°21'06.91361" W
CONVERGENCE: -0°07'16.8"
SCALE: 0.99995564

SURVEYOR'S CERTIFICATE

I CERTIFY THIS PLAT, PREPARED UNDER MY DIRECTION AND SUPERVISION, COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, AND IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE MARION COUNTY LAND DEVELOPMENT CODE, AND THAT THIS PLAT DOES NOT ADVERSELY AFFECT THE LEGAL ACCESS OF ADJACENT PARCELS.

JCH CONSULTING GROUP, INC (Licensed Business Number LB8071)
438 SW 15TH STREET
OCALA, FLORIDA 34471

SURVEYOR SEAL:

CHRISTOPHER J. HOWSON (LICENSE NO. LS6553)
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

NOTES:

1. TRACT "A" SHOWN ON THIS PLAT IS A STREET TRACT. NONE OF TRACT "A" AND NONE OF THE IMPROVEMENTS FROM TIME TO TIME LOCATED ON ANY OF TRACT "A" WILL BE PART OF THE MARION COUNTY, FLORIDA PUBLIC TRANSPORTATION SYSTEM. THE DEVELOPER HEREBY GRANTS AND RESERVES PERPETUAL, NON-EXCLUSIVE AND PRIVATE EASEMENTS OVER AND ACROSS TRACT "A" FOR PEDESTRIAN AND VEHICULAR INGRESS, EGRESS AND PASSAGE PURPOSES IN FAVOR OF THE FOLLOWING: (A) THE DEVELOPER AND ITS DESIGNATED SUCCESSORS AND ASSIGNS AND INVITEES; (B) ALL PRESENT AND FUTURE OWNERS OF THE RESIDENTIAL BUILDING LOTS, AND TRACTS "B", "C", AND "D." SHOWN ON THIS PLAT AND THEIR RESPECTIVE MORTGAGE HOLDERS AND OTHER INVITEES; (C) EACH NOT-FOR-PROFIT ASSOCIATION FROM TIME TO TIME GRANTED JURISDICTION OVER ANY OF THE LANDS DESCRIBED ON THIS PLAT PURSUANT TO THE DECLARATIONS, AND ITS INVITEES; (D) THE "COMMUNITY AMENITIES PROVIDER", AS DEFINED IN THE DECLARATIONS, AND ITS INVITEES; (E) SANITATION, POSTAL, FIRE, LAW ENFORCEMENT AND EMERGENCY MEDICAL SERVICE VEHICLES AND THEIR PERSONNEL PROVIDING SERVICES TO THE SUBDIVISION; (F) DELIVERY AND PICK-UP VEHICLES AND PERSONNEL; AND (G) SUCH OTHER PERSONS OR ENTITIES AS THE DEVELOPER OR ITS DESIGNATED SUCCESSORS AND ASSIGNS MAY HEREAFTER DESIGNATE FROM TIME TO TIME IN WRITING.
2. TRACTS "B", "C", AND "D", SHOWN ON THIS PLAT ARE DRAINAGE, UTILITIES, ACCESS AND OPEN SPACE TRACTS, IF AND TO THE EXTENT HEREAFTER SPECIFICALLY AUTHORIZED IN WRITING BY THE DEVELOPER OR ITS DESIGNATED SUCCESSORS AND ASSIGNS, THE TRACTS MAY BE USED FOR CONSTRUCTION, MAINTENANCE, REPAIR, REPLACEMENT AND USE OF RECREATIONAL AND PARK FACILITIES, SIGNS, ENTRY FEATURES, WALLS, FENCES, BERMS, LANDSCAPING, LIGHTING, IRRIGATION AND DRAINAGE IMPROVEMENTS, POTABLE WATER DISTRIBUTION SYSTEM WASTEWATER COLLECTION FACILITIES SYSTEM, SIDEWALKS, PATHS AND PASSAGEWAYS FOR LOW-SPEED VEHICLES, GOLF CARTS, GOLF CARTS, MOTORIZED DISABILITY ACCESS VEHICLES, UTILITY VEHICLES AND LANDSCAPE AND GOLF COURSE MAINTENANCE EQUIPMENT, AND FOR SUCH OTHER USES OR PURPOSES AS MAY BE AUTHORIZED IN WRITING BY THE DEVELOPER OR ITS DESIGNATED SUCCESSORS AND ASSIGNS.
3. ADVISORY NOTICE – ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP) FLOOD INSURANCE RATE MAP (FIRM) COMMUNITY PANEL NO. 12083C0508E, MARION COUNTY, FLORIDA DATED APRIL 19, 2017, THE PROPERTY DESCRIBED HEREON LIES IN FLOOD ZONE "X," – AN AREA OF MINIMAL FLOOD HAZARD. THE FLOODING LIMITS HAVE BEEN IDENTIFIED HEREIN AS CURRENTLY ESTABLISHED AT THE TIME OF THE FINAL PLAT RECORDING. ALL PERSONS WITH AN INTEREST IN THE LANDS DESCRIBED HEREON SHOULD EVALUATE THE CURRENT FLOODPLAIN LIMITS AS THEY MAY BE AMENDED FROM TIME TO TIME AS DETERMINED BY FEMA.
4. A 5/8 INCH DIAMETER IRON ROD WITH CAP NO. LB 8071 WILL BE SET AT EACH LOT CORNER AS REQUIRED BY CHAPTER 177, FLORIDA STATUTES WITHIN THE TIME ALLOTTED IN SUBSECTION 177.091(8), FLORIDA STATUTES.
5. ALL OF THE LAND DESCRIBED ON THIS PLAT IS SUBJECT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CIRCLE SQUARE RANCH RECORDED IN OFFICIAL RECORDS BOOK 3730, PAGE 849, AS AMENDED AND SUPPLEMENTED BY FIRST AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR CIRCLE SQUARE RANCH RECORDED IN OFFICIAL RECORDS BOOK 4321, PAGE 497, AND SUPPLEMENTAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WEYBOURNE LANDING PHASE 1C (MASTER DECLARATION) RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, (COLLECTIVELY, THE "MASTER DECLARATION") AND THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WEYBOURNE LANDING PHASE 1C (NEIGHBORHOOD DECLARATION) RECORDED IN OFFICIAL RECORDS BOOK _____, PAGE _____, (COLLECTIVELY, THE "NEIGHBORHOOD DECLARATION" AND, COLLECTIVELY WITH THE MASTER DECLARATION, THE "DECLARATIONS"). ALL OF THE FOREGOING REFERENCES ARE TO THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.
6. CURRENT ZONING IS PUD (PLANNED UNIT DEVELOPMENT), CURRENT LAND USE IS DRI (DEVELOPMENT OF REGIONAL IMPACT) MEDIUM RESIDENTIAL.
7. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983 (NAD 83), WITH 1990 ADJUSTMENT AS DERIVED FROM THE FLORIDA DEPARTMENT OF TRANSPORTATION VIRTUAL REFERENCE STATION NETWORK.
8. THE DEVELOPER RESERVES OWNERSHIP OF ALL RESIDENTIAL BUILDING LOTS AND ALL TRACTS AS SHOWN ON THIS PLAT. THE DEVELOPER SHALL HAVE THE EXCLUSIVE AND UNRESTRICTED RIGHT AND OPTION (BUT NOT THE OBLIGATION) TO DO THE FOLLOWING WITH REGARD TO ANY OR ALL OF THE SAID RESIDENTIAL BUILDING LOTS AND TRACTS TO ANY PERSONS OR ENTITIES AS THE DEVELOPER SHALL DEEM APPROPRIATE OR DESIRABLE, INCLUDING BUT NOT LIMITED TO ANY AFFILIATES OF THE DEVELOPER, ANY PURCHASERS, ANY COMMUNITY DEVELOPMENT DISTRICTS AND/OR ANY NOT-FOR-PROFIT ENTITIES: (A) GRANT AND RESERVE EASEMENTS; (B) ASSIGN OPERATIONAL AND MAINTENANCE RESPONSIBILITIES; AND (C) ENCUMBER, SELL OR CONVEY.
9. THE DEVELOPER HEREBY GRANTS AND RESERVES PERPETUAL, NON-EXCLUSIVE AND PRIVATE EASEMENTS OVER, UNDER AND THROUGH ALL TRACTS SHOWN ON THIS PLAT FOR STORM WATER DRAINAGE PURPOSES. THE SAID DRAINAGE EASEMENTS ARE PRIVATE AND SHALL RUN ONLY IN FAVOR OF THE FOLLOWING: (A) THE OWNERS OF THE RESIDENTIAL BUILDING LOTS AND ALL TRACTS AS SHOWN ON THIS PLAT THAT RELY FROM TIME TO TIME ON SUCH DRAINAGE EASEMENTS AS TO DRAIN THEIR LOTS OR TRACTS, AS IMPROVED FROM TIME TO TIME, FOR THEIR USE AND BENEFIT; (B) ALL LANDS WITHIN THE TITLE TO THE LANDS LYING OUTSIDE THE BOUNDARIES OF THIS PLAT, AS IMPROVED FROM TIME TO TIME, THAT RELY FROM TIME TO TIME ON SUCH DRAINAGE EASEMENTS TO DRAIN SUCH OTHER LANDS; AND (C) SUCH OTHER PERSONS, ENTITIES OR LANDS AS THE DEVELOPER OR ITS DESIGNATED SUCCESSORS AND ASSIGNS MAY HEREAFTER DESIGNATE FROM TIME TO TIME IN WRITING, INCLUDING BUT NOT LIMITED TO ANY COMMUNITY DEVELOPMENT DISTRICT OR NOT-FOR-PROFIT ENTITY. THE DEVELOPER HEREBY RESERVES TO ITSELF AND ITS DESIGNATED SUCCESSORS AND ASSIGNS AND INVITEES PERPETUAL, NON-EXCLUSIVE AND PRIVATE EASEMENTS FOR CONSTRUCTION, MAINTENANCE, REPAIR, REPLACEMENT AND USE OF PATHS AND PASSAGEWAYS FOR GOLF CARTS, LOW-SPEED VEHICLES, MOTORIZED DISABILITY ACCESS VEHICLES, UTILITY VEHICLES AND LANDSCAPE AND GOLF COURSE MAINTENANCE EQUIPMENT ACROSS ALL TRACTS AS SHOWN ON THIS PLAT; PROVIDED, HOWEVER, WORK OF THE FOREGOING USES OR IMPROVEMENTS SHALL OBSTRUCT OR UNREASONABLY INTERFERE WITH STORM WATER CONVEYANCE OR WITH THE PURPOSE OF ANY DRAINAGE EASEMENT.
10. NO LOT SHALL BE DIVIDED OR RESUBDIVIDED EXCEPT FOR THE SOLE PURPOSE OF PROVIDING ADDITIONAL AREA TO ADJACENT LOTS OR UNTIL A REPLAT IS FILED WITH MARION COUNTY, FLORIDA, WHICH REPLAT COMPLIES WITH THE PROVISIONS OF THE LAND DEVELOPMENT CODE. VIOLATION OF THIS PROVISION MAY BE PUNISHABLE AS PROVIDED IN THE CODE OF MARION COUNTY, FLORIDA.
11. THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, SHALL HAVE NO RESPONSIBILITY, DUTY, OR LIABILITY WHATSOEVER REGARDING SUCH STREETS AND DRAINAGE TRACTS. MARION COUNTY IS GRANTED THE RIGHT TO ACCESS FOR EMERGENCY MAINTENANCE IN THE EVENT OF A LOCAL, STATE, OR FEDERAL STATE OF EMERGENCY WHEREIN THE LOCAL GOVERNMENT DEEMS THIS SUBDIVISION OR AN EMERGENCY WHEREIN THE HEALTH, SAFETY, OR WELFARE OF THE PUBLIC IS DEEMED TO BE AT RISK.
12. PERPETUAL NON-EXCLUSIVE EASEMENTS ARE HEREBY RESERVED TO THE DEVELOPER AND ITS DESIGNATED SUCCESSORS AND ASSIGNS OVER, UNDER AND THROUGH EACH PSEUDA (DEFINED IN NOTE 18 BELOW) THAT ABUTS EITHER A STREET INTERSECTION OR A CUL-DE-SAC SHOWN ON THIS PLAT FOR THE PURPOSES OF CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND USING PAVING, CURBS, GUTTERS, SIDEWALKS AND OTHER PEDESTRIAN AND VEHICULAR TRANSPORTATION IMPROVEMENTS AND ASSOCIATED DRAINAGE IMPROVEMENTS.
13. OWNERSHIP OF ANY RESIDENTIAL BUILDING LOT OR ANY TRACT AS SHOWN ON THIS PLAT DOES NOT CONFER ANY OWNERSHIP, EASEMENT OR RIGHT OF USE IN OR TO ANY COMMUNITY AMENITY PROPERTY OR ANY LAND LYING OUTSIDE THE BOUNDARIES OF THIS PLAT, OR IN, OR TO ANY FACILITIES LOCATED ON ANY COMMUNITY AMENITY PROPERTY OR ON ANY LAND LYING OUTSIDE THE BOUNDARIES OF THIS PLAT.
14. DESPITE ANY REFERENCE ON THIS PLAT TO ANY IMPROVEMENT OR FACILITY, INCLUDING BUT NOT LIMITED TO ANY SIDEWALK, PATHS AND PASSAGEWAYS FOR LOW-SPEED VEHICLES, GOLF CARTS, GOLF CARTS, MOTORIZED DISABILITY ACCESS VEHICLES, UTILITY VEHICLES AND LANDSCAPE AND GOLF COURSE MAINTENANCE EQUIPMENT, RECREATIONAL FACILITY, PARK FACILITY, SIGN, ENTRY FEATURE, WALL, FENCE, BERM, LANDSCAPING, LIGHTING, IRRIGATION, UTILITY OR DRAINAGE IMPROVEMENT, NO SUCH REFERENCE SHALL BE DEEMED TO BE A REPRESENTATION OR WARRANTY THAT ANY SUCH IMPROVEMENT OR FACILITY WILL BE CONSTRUCTED OR PROVIDED BY THE DEVELOPER OR ANY OF THE DEVELOPER'S SUCCESSORS OR ASSIGNS.
15. WEYBOURNE LANDING NEIGHBORHOOD ASSOCIATION, INC. IS RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF BOTH NEW AND REPLACEMENT QUADRANT STREET SIGNS.
16. WHEREVER IN THIS PLAT AND NOTE REFERENCE IS MADE TO THE DEVELOPER'S DESIGNATED SUCCESSORS AND ASSIGNS", SUCH REFERENCE SHALL MEAN AND REFER TO THOSE SUCCESSORS OR ASSIGNS OF THE DEVELOPER TO WHOM THE DEVELOPER HEREAFTER TRANSFERS IN WRITING A SPECIFIC RIGHT RESERVED TO THE DEVELOPER IN THIS PLAT, WHICH SAID WRITING MAKES SPECIFIC REFERENCE TO THE PLAT NOTE ON THIS PLAT THAT RESERVES TO THE DEVELOPER THE RIGHT BEING TRANSFERRED, AND WHICH SAID WRITING IS RECORDED IN THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.
17. THERE IS A 15' WIDE PRIVATE DRAINAGE AND UTILITY RESERVATION AREA ("PSEUDA") ALONG THE FRONT OF EACH LOT AND EXCEPT AS OTHERWISE SHOWN ON THIS PLAT, A 5.0' PSEUDA AND DRAINAGE EASEMENT ALONG EACH SIDE AND 10' PSEUDA, DRAINAGE AND LANDSCAPE EASEMENT ALONG THE REAR OF EACH LOT, AS DEPICTED ON THE DETAIL OF TYPICAL PSEUDA'S & SETBACKS SHOWN ON SHEET 2. EACH PSEUDA SHOWN OR NOTED ON THIS PLAT IS OR WILL BE SUBJECT TO THE DEVELOPER, OR ASSIGNS OF THE DEVELOPER, SEPARATELY GRANTING OFF-PLAT EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND OPERATION OF UTILITY LINES, MAINS, PIPES, CONDUITS AND OTHER FACILITIES SOLELY AND EXCLUSIVELY FOR WIRELESS SYSTEMS OR CABLE SERVICE, MULTICHANNEL VIDEO PROGRAMMING SERVICE, INFORMATION SERVICE OR OTHER TELECOMMUNICATION SERVICE, MONITORING SERVICES, OR OTHER FORMS OF WIRELINE OR WIRELESS COMMUNICATION SYSTEM OR SERVICE THAT MAY BE PROVIDED FROM TIME TO TIME BY DIGITAL COMMUNICATION MEDIA, ITS SUCCESSORS OR ASSIGNS, (B) ANY WATER SERVICE, WASTEWATER SERVICE OR RE-USE WATER SERVICE THAT MAY BE PROVIDED FROM TIME TO TIME BY BAY LAUREL CENTER COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, AND (C) ANY ELECTRIC SERVICE, GAS SERVICE OR OTHER UTILITY SERVICE PROVIDED BY ANY PUBLIC UTILITY COMPANY OR GOVERNMENTAL AGENCY THAT MAY BE AUTHORIZED FROM TIME TO TIME BY THE DEVELOPER, ITS SUCCESSORS AND ASSIGNS, TO INSTALL UTILITY SYSTEMS OR FACILITIES WITHIN ANY SUCH PSEUDA. NO "PLATTED UTILITY EASEMENTS" ARE GRANTED OR CREATED BY THIS PLAT.
19. THIS PLAT CONTAINS ONE HUNDRED NINETEEN (119) LOTS, FOUR (4) TRACTS AND 1.01 MILES OF ROAD.
20. DEVELOPMENT OF THE PROPERTY AS SHOWN ON THIS SUBDIVISION PLAT IS SUBJECT TO THE TERMS AND CONDITIONS OF THE ON TOP OF THE WORLD DRI AMENDED AND RESTATED DEVELOPMENT ORDER (OFFICIAL RECORDS BOOK 6445, PAGES 1390–1429), AS IT MAY BE AMENDED FROM TIME TO TIME ("DRO").
21. ALL LOTS/TRACTS SHALL USE THIS SUBDIVISION'S INTERNAL ROADWAYS FOR VEHICLE/DRIVEWAY ACCESS. DIRECT DRIVEWAY/VEHICLE ACCESS TO S.W. 87TH COURT ROAD IS PROHIBITED.
22. ALL DISTANCES SHOWN HEREON ARE GROUND.
23. THIS PLAT IS 4 SHEETS IN TOTAL, AND ONE IS NOT COMPLETE WITHOUT THE OTHERS. FOR DEDICATION, AND ACKNOWLEDGEMENTS SEE SHEET 1. FOR BOUNDARY DETAIL, AND LEGAL DESCRIPTION SEE SHEET 2. FOR LOT DIMENSIONS SEE SHEETS 3, & 4.
24. PROPERTY IS LOCATED WITHIN THE SECONDARY ZONE OF THE SPRINGS PROTECTION ZONE.
25. ALL DENSITIES AND USES SHOWN HEREON ARE CONSISTENT WITH THE APPROVED ARDO
26. WATER AND SEWER SERVICE ARE BEING PROVIDED BY AND REUSE WATER SERVICE MAY BE PROVIDED BY THE BAY LAUREL CENTER COMMUNITY DEVELOPMENT DISTRICT.
27. DRIVEWAY ACCESS TO ALL CORNER LOTS SHALL BE 50' OR 1/2 THE LOT WIDTH FROM PAVEMENT P.T., WHICHEVER IS LESS.
28. FIRE PROTECTION IN ACCORDANCE WITH THE MARION COUNTY LDC, WILL BE PROVIDED VIA THE CENTRAL POTABLE WATER SYSTEM FOR THIS PROJECT.

29. TO THE EXTENT NOT INCONSISTENT WITH OR PROHIBITED BY LAW, THE DEVELOPER HEREBY RESERVES TO ITSELF AND ITS DESIGNATED SUCCESSORS AND ASSIGNS, FOR A PERIOD OF EIGHTY NINE (89) YEARS AFTER THIS PLAT IS RECORDED IN THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, THE EXCLUSIVE RIGHT, POWER AND AUTHORITY TO GRANT BY SEPARATE WRITTEN INSTRUMENTS RECORDED FROM TIME TO TIME SUBSEQUENT TO THE RECORDATION OF THIS PLAT ONE OR MORE EXCLUSIVE OR NON-EXCLUSIVE PRIVATE EASEMENTS OVER, UNDER, UPON AND THROUGH EACH AREA LABELED ON THIS PLAT AS A "PSEUDA FOR THE CONSTRUCTION, MAINTENANCE, REPAIR, REPLACEMENT AND USE OF UTILITY LINES, MAINS, PIPES, CONDUITS AND OTHER UTILITY FACILITIES SOLELY AND EXCLUSIVELY FOR UTILITY SERVICE PROVIDED TO OR WITHIN THE PLAT BOUNDARIES OR OTHER LANDS TO WHICH SUCH UTILITY SERVICE MAY BE EXTENDED FROM TIME TO TIME, AND THE INSTALLATION, MAINTENANCE, REPAIR AND REPLACEMENT OF WIRELINE OR WIRELESS COMMUNICATION EQUIPMENT, MONITORING EQUIPMENT, SECURITY EQUIPMENT, RECREATIONAL EQUIPMENT, SIGNS, ENTRY FEATURES, WALLS, FENCES, BERMS, LANDSCAPING, LIGHTING, IRRIGATION, UTILITY OR DRAINAGE IMPROVEMENTS CONSTRUCTED OR MAINTAINED BY THE OWNER OF THE LOT OR TRACT OR ANYONE ELSE WITHOUT THE PRIOR WRITTEN CONSENT OF THE DEVELOPER OR ITS DESIGNATED SUCCESSORS AND ASSIGNS, AND, IF AND TO THE EXTENT REQUIRED BY THE APPLICABLE EASEMENT DOCUMENT, ANY UTILITY SERVICE PROVIDER TO WHOM THE DEVELOPER HEREAFTER GRANTS A UTILITY EASEMENT OVER THE RELEVANT PSEUDA. THE DEVELOPER MAY, IN ITS SOLE AND ABSOLUTE DISCRETION, ASSIGN ITS RIGHTS TO GRANT SPECIFIC PRIVATE UTILITY EASEMENTS AS RECEIVED HEREON TO ANY ONE OR MORE PERSONS OR ENTITIES AND BY ANY ONE OR MORE SEPARATE WRITTEN INSTRUMENTS THAT MAKE SPECIFIC REFERENCE TO THIS RESERVATION, IT BEING THE INTENT OF THE DEVELOPER THAT THE DEVELOPER MAY GRANT TO MULTIPLE UTILITY PROVIDERS CONCURRENT EASEMENTS FOR VARIOUS UTILITY SERVICES AS DEEMED DESIRABLE BY THE DEVELOPER IN THE EXERCISE OF THE DEVELOPER'S SOLE AND ABSOLUTE DISCRETION.

NO IMPROVEMENTS OR ON WITHIN ANY PSEUDA LYING WITHIN ANY PLATTED RESIDENTIAL BUILDING LOT (OTHER THAN BERMS, LANDSCAPING, IRRIGATION, DRAINAGE, PAVING, CURBS, GUTTERS, SIDEWALKS AND DRIVEWAYS), AND NO IMPROVEMENTS ON OR WITHIN ANY PSEUDA LYING WITHIN ANY OF THE TRACTS SHOWN ON THIS PLAT (OTHER THAN BERMS, LANDSCAPING, IRRIGATION, DRAINAGE, PAVING, CURBS, GUTTERS, SIDEWALKS, DRIVEWAYS, PATHS OR PATHWAYS FOR LOW-SPEED VEHICLES, GOLF CARS, GOLF CARTS, MOTORIZED DISABILITY ACCESS VEHICLES, UTILITY VEHICLES AND LANDSCAPE AND GOLF COURSE MAINTENANCE EQUIPMENT, RECREATIONAL FACILITIES, PARK FACILITIES, SIGNS, ENTRY FEATURES, WALLS, FENCES, BERMS, LANDSCAPING, LIGHTING, IRRIGATION, UTILITY OR DRAINAGE IMPROVEMENTS CONSTRUCTED OR MAINTAINED BY THE OWNER OF THE LOT OR TRACT OR ANYONE ELSE WITHOUT THE PRIOR WRITTEN CONSENT OF THE DEVELOPER OR ITS DESIGNATED SUCCESSORS AND ASSIGNS, AND, IF AND TO THE EXTENT REQUIRED BY THE APPLICABLE EASEMENT DOCUMENT, ANY UTILITY SERVICE PROVIDER TO WHOM THE DEVELOPER HEREAFTER GRANTS A UTILITY EASEMENT OVER THE RELEVANT PSEUDA. THE DEVELOPER MAY, IN ITS SOLE AND ABSOLUTE DISCRETION, ASSIGN ITS RIGHTS TO GRANT SPECIFIC PRIVATE UTILITY EASEMENTS AS RECEIVED HEREON TO ANY ONE OR MORE PERSONS OR ENTITIES AND BY ANY ONE OR MORE SEPARATE WRITTEN INSTRUMENTS THAT MAKE SPECIFIC REFERENCE TO THIS RESERVATION, IT BEING THE INTENT OF THE DEVELOPER THAT THE DEVELOPER MAY GRANT TO MULTIPLE UTILITY PROVIDERS CONCURRENT EASEMENTS FOR VARIOUS UTILITY SERVICES AS DEEMED DESIRABLE BY THE DEVELOPER IN THE EXERCISE OF THE DEVELOPER'S SOLE AND ABSOLUTE DISCRETION.

ALTHOUGH IT SHALL NOT BE NECESSARY THAT THE OWNER OF ANY LOT OR TRACT SIGN OR CONSENT TO ANY EASEMENT HEREAFTER GRANTED BY THE DEVELOPER OR ITS DESIGNATED SUCCESSORS AND ASSIGNS PURSUANT TO THIS RESERVATION IN ORDER FOR SUCH EASEMENT TO TAKE EFFECT AND BIND THE OWNER AND THAT OWNER'S LOT OR TRACT, AND ANY PERSON OR ENTITY THAT CLAIMS ANY INTEREST IN THAT LOT OR TRACT BY OR THROUGH SUCH OWNER, INCLUDING BUT NOT LIMITED TO ANY MORTGAGEE, EACH OWNER OF HIGH LOT OR TRACT AFFECTED BY A PSEUDA SHOWN ON THIS PLAT, BY HEREAFTER ACCEPTING OR BECOMING A VESTED TO SUCH LOT OR TRACT, SHALL BE DEEMED CONCLUSIVELY AND ULTIMATELY TO HAVE GRANTED TO THE DEVELOPER AND ITS DESIGNATED SUCCESSORS AND ASSIGNS AN IRREVOCABLE AND TRANSFERABLE POWER OF ATTORNEY, COUPLED WITH AN INTEREST IN THE SUBJECT MATTER, AUTHORIZING THE DEVELOPER OR ITS SUCCESSORS AND ASSIGNS TO SIGN AND RECORD IN THE MARION COUNTY PUBLIC RECORDS ANY DOCUMENT DEEMED BY ANY OF THEM, IN ITS OR THEIR SOLE AND ABSOLUTE DISCRETION, TO BE DESIRABLE FOR THE PURPOSE OF EVIDENCING OR ESTABLISHING SUCH EASEMENT. THE POWER OF ATTORNEY SHALL REMAIN EFFECTIVE FOR A PERIOD OF EIGHTY NINE (89) YEARS AFTER THIS PLAT IS RECORDED IN THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA AND IT SHALL NOT BE AFFECTED BY THE DEATH OR DISABILITY OF ANY PRINCIPAL.

FOR THE PURPOSES OF THIS PLAT: (A) "UTILITY" SHALL MEAN AND REFER TO EACH FORM OF UTILITY SERVICE NOW EXISTING OR HEREAFTER DEVELOPED, INCLUDING, BUT NOT LIMITED TO, EACH SEWER, WATER, REUSE WATER, ELECTRIC AND GAS SERVICE, EACH CABLE SYSTEM OR CABLE SERVICE, MULTICHANNEL VIDEO PROGRAMMING SERVICE (WHETHER FRANCHISED OR UNFRANCHISED), INFORMATION SERVICE OR OTHER TELECOMMUNICATIONS SERVICE, AS SAID TERMS ARE DEFINED IN THE COMMUNICATIONS ACT OF 1934 (47 U.S.C. § 151, ET SEQ.), AS AMENDED THROUGH THE DATE HEREOF, EACH MONITORING SERVICE, AND EACH OTHER FORM OF WIRELINE OR WIRELESS COMMUNICATION SYSTEM OR SERVICE; AND (B) "UTILITY SERVICE PROVIDER" SHALL MEAN AND REFER TO EACH OPERATOR OR PROVIDER OF ANY FORM OF UTILITY SERVICE NOW EXISTING OR HEREAFTER DEVELOPED, INCLUDING, BUT NOT LIMITED TO, EACH OPERATOR OR PROVIDER OF ANY SEWER, WATER, REUSE WATER, ELECTRIC OR GAS SERVICE, EACH OPERATOR OR PROVIDER OF ANY CABLE SYSTEM OR CABLE SERVICE, MULTICHANNEL VIDEO PROGRAMMING SERVICE (WHETHER FRANCHISED OR UNFRANCHISED), INFORMATION SERVICE OR OTHER TELECOMMUNICATIONS SERVICE, AS SAID TERMS ARE DEFINED IN THE COMMUNICATIONS ACT OF 1934 (47 U.S.C. § 151, ET SEQ.), AS AMENDED THROUGH THE DATE HEREOF, EACH OPERATOR OR PROVIDER OF A MONITORING SERVICE, AND EACH OPERATOR OR PROVIDER OF ANY OTHER FORM OF WIRELINE OR WIRELESS COMMUNICATION SYSTEM OR SERVICE.

30. DESPITE ANY PROVISION OF THIS PLAT TO THE CONTRARY, FOR A PERIOD OF EIGHTY NINE (89) YEARS AFTER THIS PLAT IS RECORDED IN THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, NO EASEMENT MAY BE GRANTED FOR UTILITY PURPOSES ANYWHERE WITHIN THE LANDS DESCRIBED ON THIS PLAT WITHOUT THE PRIOR WRITTEN CONSENT OF THE DEVELOPER OR ITS DESIGNATED SUCCESSORS AND ASSIGNS.
31. IF ANY PROVISION OF THIS PLAT IS INVALID OR UNENFORCEABLE, ALL PROVISIONS OF THIS PLAT OTHER THAN SUCH INVALID OR UNENFORCEABLE PROVISION SHALL CONTINUE IN FULL FORCE AND EFFECT. IF THE APPLICATION OF ANY PROVISION OF THIS PLAT TO ANY PARTICULAR PERSON OR CIRCUMSTANCE IS INVALID OR UNENFORCEABLE, ALL VALID AND ENFORCEABLE PROVISIONS OF THIS PLAT SHALL APPLY FULLY TO ALL PERSONS AND CIRCUMSTANCES OTHER THAN THOSE AS TO WHICH SUCH APPLICATION IS INVALID OR UNENFORCEABLE.
32. NO MONUMENTATION WAS RECOVERED FOR THE UNDERLYING PLATS OF CIRCLE SQUARE WOODS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK "P", PAGES 30 THROUGH 103, OR ON TOP OF THE WORLD, PHASE 1–A, SECTION 1, AS RECORDED IN PLAT BOOK 13, PAGES 70 THROUGH 78, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA. DISTANCES SHOWN FOR SECTION 11&12 ARE BASED ON BOUNDARY SURVEY COMPLETED BY BOWKER SINGLETON AND ASSOCIATES, JOB # 307–GHWSP0, DATED 02/10/2006.
33. PORTIONS OF TRACTS "B", "C", AND "D", DEPICTED HEREON ARE DESIGNATED AS MARION FRIENDLY LANDSCAPE AREAS AS IDENTIFIED ON THE IMPROVEMENT PLANS AS APPROVED BY MARION COUNTY FOR THE DEVELOPMENT OF THIS SUBDIVISION

WEYBOURNE LANDING PHASE 1C

A REPLAT OF A PORTION OF CIRCLE SQUARE WOODS, PLAT BOOK P, PAGES 30 THROUGH 103 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA

A PORTION OF SECTIONS 11, 12, 13, 14 TOWNSHIP 16 SOUTH, RANGE 20 EAST MARION COUNTY, FLORIDA

PLAT BOOK ___ PAGE ___
SHEET 2 OF 4

JCH
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CERTIFICATE OF AUTHORIZATION - L.B. 8071

LEGAL DESCRIPTION:

A PORTION OF CIRCLE SQUARE WOODS ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK P, PAGES 30 THROUGH 130 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA. SAID LANDS LYING IN SECTION 11, 12, 13 AND 14, TOWNSHIP 16 SOUTH, RANGE 30 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY MOST CORNER OF TRACT "C" OF WEYBOURNE LANDING PHASE 1A, AS RECORDED IN PLAT BOOK 13, PAGE(S) 136 THROUGH 141, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE ALONG THE WESTERLY BOUNDARY LINE OF SAID WEYBOURNE LANDING PHASE 1A PLAT THE FOLLOWING FIVE (5) COURSES: SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1,075.00 FEET, A CENTRAL ANGLE OF 01°19'20", AND A CHORD BEARING AND DISTANCE OF S.22°04'56"W., 24.81 FEET; (1) THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 24.81 FEET TO THE END OF SAID CURVE; (2) THENCE S.22°44'36"W., 260.42 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 745.00 FEET, A CENTRAL ANGLE OF 18°41'20", AND A CHORD BEARING AND DISTANCE OF S.13°23'56"W., 241.93 FEET; (3) THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 243.01 FEET TO A POINT OF TANGENCY; (4) THENCE N.85°56'44"W., 80.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 825.00 FEET, A CENTRAL ANGLE OF 30°32'08", AND A CHORD BEARING AND DISTANCE OF S.11°12'48"E., 434.50 FEET; (5) THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 439.68 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID WESTERLY BOUNDARY LINE ALONG THE NORTHERLY BOUNDARY LINE OF WEYBOURNE LANDING PHASE 1B, AS RECORDED IN PLAT BOOK ___, PAGE(S) ___ THROUGH ___, OF THE PUBLIC RECORDS OF MARION COUNTY THE FOLLOWING THREE (3) COURSES: (1) S.56°54'23"W., 545.14 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 475.00 FEET, A CENTRAL ANGLE OF 70°29'55", AND A CHORD BEARING AND DISTANCE OF N.87°50'39"W., 548.28 FEET; (2) THENCE WESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 584.46 FEET TO A POINT OF TANGENCY; (3) THENCE N.52°35'42"W., 766.04 FEET; THENCE DEPARTING THE NORTHERLY BOUNDARY LINE N.37°24'14"E., 662.16 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1,080.00 FEET, A CENTRAL ANGLE OF 35°55'01", AND A CHORD BEARING AND DISTANCE OF N.19°26'43"E., 665.99 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 677.02 FEET TO A POINT OF TANGENCY; THENCE S.70°13'36"E., 330.06 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 2,563.00 FEET, A CENTRAL ANGLE OF 08°13'40", AND A CHORD BEARING AND DISTANCE OF S.74°20'26"E., 367.74 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 368.06 FEET TO A POINT OF TANGENCY; THENCE S.78°27'16"E., 105.55 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 2,015.00 FEET, A CENTRAL ANGLE OF 00°48'57", AND A CHORD BEARING AND DISTANCE OF S.02°44'08"W., 28.69 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 28.69 FEET TO THE END OF SAID CURVE; THENCE S.86°51'24"E., 129.73 FEET; THENCE S.03°44'32"W., 63.14 FEET; THENCE S.05°40'25"W., 50.83 FEET; THENCE S.89°59'48"E., 193.80 FEET; THENCE S.58°59'54"E., 81.24 FEET TO THE POINT OF BEGINNING. SAID LANDS CONTAINING 42.26 ACRES, MORE OR LESS.

LEGEND

UNLESS OTHERWISE NOTED

-\/\-	= NOT TO SCALE
R	= RADIUS
L	= ARC LENGTH
Δ	= DELTA (CENTRAL ANGLE)
CD	= CHORD DISTANCE
CB	= CHORD BEARING
NO.	= NUMBER
N.	= NORTHING (STATE PLANE COORDINATES)
E.	= EASTING (STATE PLANE COORDINATES)
℄	= CENTERLINE OF RIGHT OF WAY
O.R.	= OFFICIAL RECORDS OF MARION COUNTY
R/W	= RIGHT OF WAY LINE
LB	= LICENSE BUSINESS
LS	= LAND SURVEYOR
PLS	= PROFESSIONAL LAND SURVEYOR
PG.	= PAGE
P.B.	= PLAT BOOK
P.T.	= POINT OF TANGENCY
A.E.	= ACCESS EASEMENT
D.E.	= DRAINAGE EASEMENT
U.E.	= UTILITY EASEMENT
ac.	= ACRES
(NR)	= NOT RADIAL
P.S.E.U.R.A.	= PRIVATE SPECIFIC EASEMENT UTILITY RESERVATION AREA
(8,000)	= SQUARE FOOTAGE OF LOT
■	= PERMANENT REFERENCE MONUMENT SET 4" X 4" CONCRETE MONUMENT (LB 8071)
⊡	= PERMANENT REFERENCE MONUMENT FOUND 4" X 4" CONCRETE MONUMENT (LB 8071)
◎	= PERMANENT CONTROL POINT SET NAIL & DISC NO. LB 8071
◉	= PERMANENT CONTROL POINT FOUND NAIL & DISC NO. LB 1221

NOTES:

THIS PLAT IS 4 SHEETS IN TOTAL, AND ONE IS NOT COMPLETE WITHOUT THE OTHER. FOR DEDICATION AND ACKNOWLEDGEMENTS SEE SHEET 1, FOR LEGAL DESCRIPTION AND BOUNDARY DETAIL SEE SHEET 2 AND FOR LOT DIMENSIONS SEE SHEET 3, AND 4.

SURVEYOR'S CERTIFICATE:

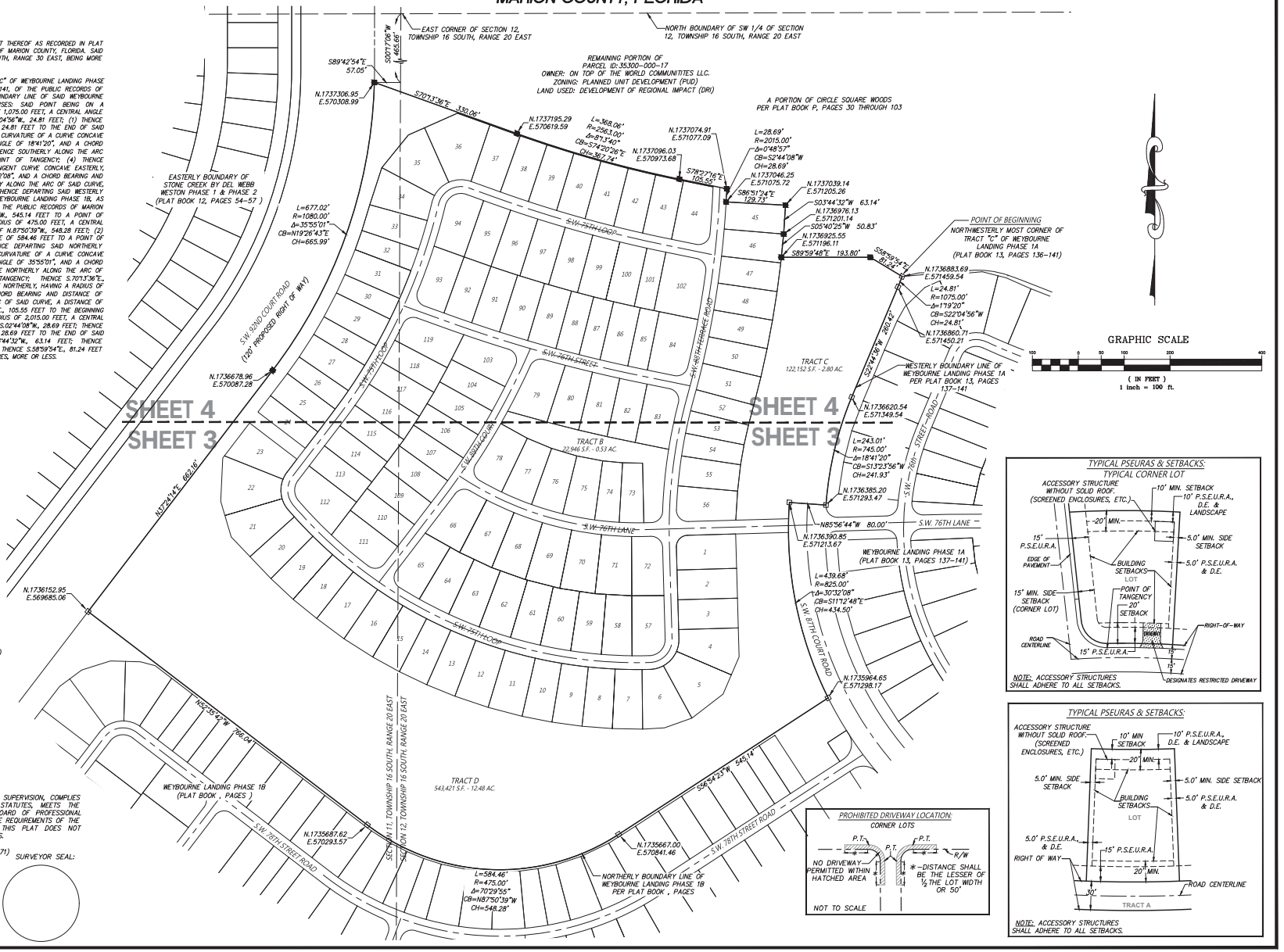
I CERTIFY THIS PLAT, PREPARED UNDER MY DIRECTION AND SUPERVISION, COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, AND IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE MARION COUNTY LAND DEVELOPMENT CODE, AND THAT THIS PLAT DOES NOT ADVERSELY AFFECT THE LEGAL ACCESS OF ADJACENT PARCELS.

JCH CONSULTING GROUP, INC (Licensed Business Number LB8071)
426 SW 15TH STREET
OCALA, FLORIDA 34471

SURVEYOR SEAL:

CHRISTOPHER J. HOWSON (LICENSE NO. LS6553)
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

PREPARED BY: JCH CONSULTING GROUP, INC. 426 SW 15TH STREET, OCALA, FL 34471



PROHIBITED DRIVEWAY LOCATION: CORNER LOTS

TYPICAL PSEURAS & SETBACKS: TYPICAL CORNER LOT

NOTE: ACCESSORY STRUCTURES SHALL ADHERE TO ALL SETBACKS.

TYPICAL PSEURAS & SETBACKS:

NOTE: ACCESSORY STRUCTURES SHALL ADHERE TO ALL SETBACKS.

WEYBOURNE LANDING PHASE 1C

A REPLAT OF A PORTION OF CIRCLE SQUARE WOODS, PLAT BOOK P, PAGES 30 THROUGH 103 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA

A PORTION OF SECTIONS 11, 12, 13, 14 TOWNSHIP 16 SOUTH, RANGE 20 EAST MARION COUNTY, FLORIDA

PLAT BOOK ___ PAGE ___
SHEET 3 OF 4

JCH
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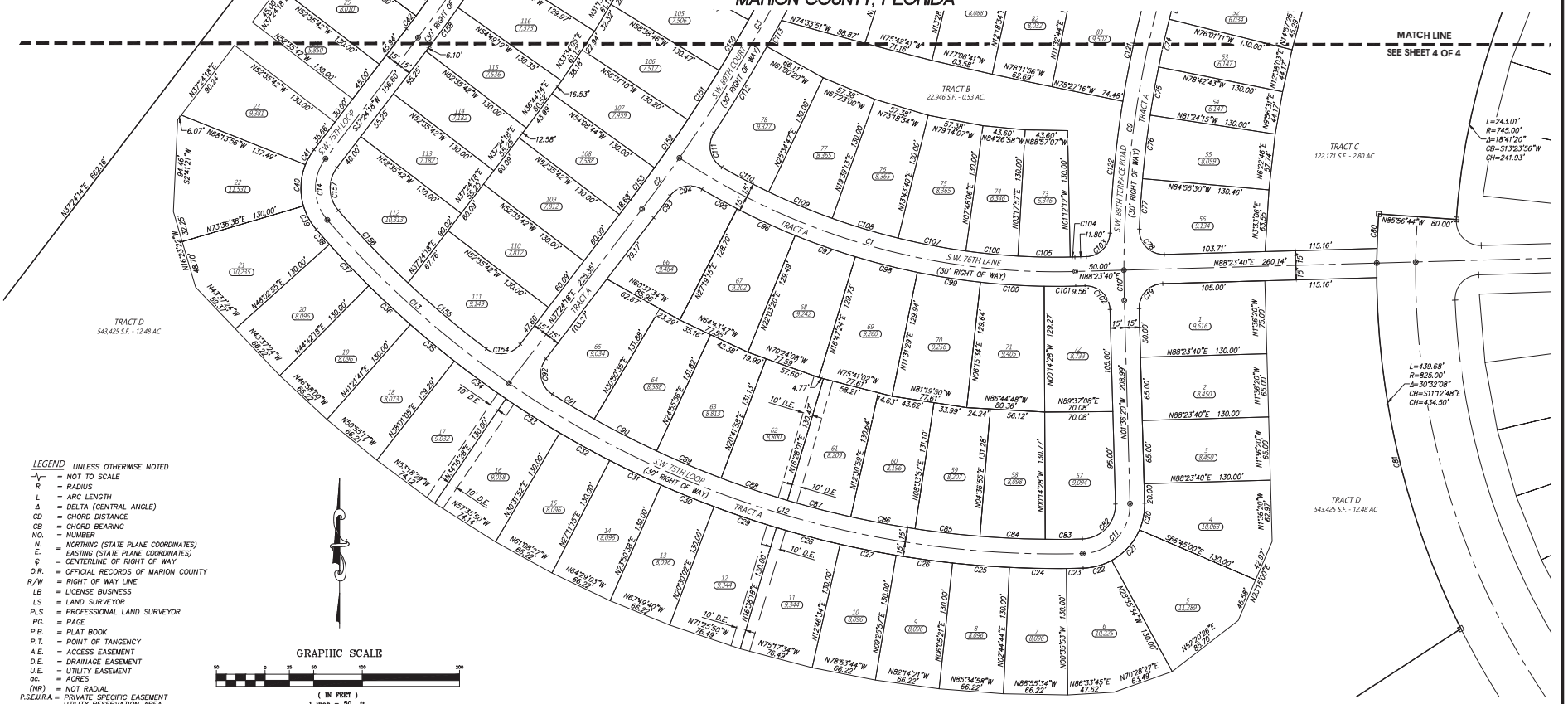
CERTIFICATE OF AUTHORIZATION - L.B. 8071



GRAPHIC SCALE
(IN FEET)
1 inch = 50 ft.

LEGEND UNLESS OTHERWISE NOTED

-\/-	= NOT TO SCALE
R	= RADIUS
L	= ARC LENGTH
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CD	= CHORD DISTANCE
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8,000	= SQUARE FOOTAGE OF LOT
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JCH CONSULTING GROUP, INC (Licensed Business Number LB8071)
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OCALA, FLORIDA 34471

SURVEYOR SEAL:

CHRISTOPHER J. HOWSON (LICENSE NO. LS6553)
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

PREPARED BY: JCH CONSULTING GROUP, INC. 426 SW 15TH STREET, OCALA, FL 34471

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C1	430.33	700.00	035°13'22"	423.58	S73°59'40"E
C2	65.05	1545.00	002°24'45"	65.05	N36°11'56"E
C3	318.62	1545.00	011°48'57"	318.05	N29°05'05"E
C9	292.84	1085.00	015°27'50"	291.95	N07°45'51"E
C10	31.02	1085.00	001°38'16"	31.02	N00°47'12"W
C11	78.56	50.00	090°01'37"	70.73	N43°24'28"E
C12	625.96	990.00	036°13'37"	615.58	S73°27'55"E
C13	251.69	990.00	014°34'00"	251.02	S48°04'06"E
C14	68.23	50.00	078°11'25"	63.06	S01°41'24"E
C19	39.27	25.00	090°00'00"	35.36	S43°23'40"W
C20	28.20	65.00	024°51'21"	27.98	S10°49'20"W
C21	43.29	65.00	038°09'26"	42.49	S42°19'43"W
C22	30.65	65.00	027°00'51"	30.36	S74°54'52"W
C23	17.20	1005.00	000°58'51"	17.20	S88°54'42"W
C24	58.65	1005.00	003°20'37"	58.64	N88°55'34"W
C25	58.65	1005.00	003°20'37"	58.64	N85°34'58"W
C26	58.65	1005.00	003°20'37"	58.64	N82°14'21"W

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C27	58.65	1005.00	003°20'37"	58.64	N78°53'44"W
C28	67.74	1005.00	003°51'44"	67.73	N75°17'34"W
C29	67.74	1005.00	003°51'44"	67.73	N71°25'50"W
C30	58.65	1005.00	003°20'37"	58.64	N67°49'40"W
C31	58.65	1005.00	003°20'37"	58.64	N64°29'03"W
C32	58.65	1005.00	003°20'37"	58.64	N61°08'27"W
C33	65.66	1005.00	003°44'37"	65.65	N57°35'50"W
C34	65.66	1005.00	003°44'37"	65.65	N53°51'14"W
C35	58.65	1005.00	003°20'37"	58.64	N50°18'37"W
C36	58.65	1005.00	003°20'37"	58.64	N46°58'00"W
C37	58.65	1005.00	003°20'37"	58.64	N43°37'24"W
C38	20.46	1005.00	001°09'59"	20.46	N41°22'06"W
C39	27.68	65.00	024°23'45"	27.47	N28°35'14"W
C40	43.29	65.00	038°09'26"	42.49	N02°41'21"E
C41	17.74	65.00	015°38'14"	17.68	N29°35'11"E
C42	16.52	1240.00	000°45'49"	16.52	N37°01'24"E
C43	49.48	1240.00	002°17'11"	49.48	N35°29'54"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C74	50.28	1070.00	002°41'32"	50.27	S12°38'03"W
C75	50.28	1070.00	002°41'32"	50.27	S09°56'31"W
C76	65.75	1070.00	003°31'15"	65.74	S06°50'07"W
C77	52.00	1070.00	002°47'03"	51.99	S03°40'58"W
C78	40.97	25.00	093°53'47"	36.54	S44°39'27"E
C80	35.46	825.00	002°27'47"	35.46	N02°49'23"E
C81	374.19	825.00	025°59'15"	371.00	N13°29'15"W
C82	54.99	35.00	090°01'37"	49.51	N43°24'28"E
C83	38.17	975.00	002°14'36"	38.17	N89°32'35"E
C84	67.23	975.00	003°57'02"	67.21	S87°21'36"E
C85	67.23	975.00	003°57'02"	67.21	S83°24'34"E
C86	67.23	975.00	003°57'02"	67.21	S79°27'32"E
C87	67.23	975.00	003°57'02"	67.21	S75°30'30"E
C88	72.03	975.00	004°13'57"	72.01	S71°25'00"E
C89	72.03	975.00	004°13'57"	72.01	S67°11'03"E
C90	72.03	975.00	004°13'57"	72.01	S62°57'05"E
C91	50.17	975.00	002°56'55"	50.17	S59°21'39"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C92	41.58	25.00	095°17'30"	36.95	S10°14'27"E
C93	28.23	1560.00	001°02'12"	28.23	S36°53'12"W
C94	36.76	25.00	084°15'26"	33.54	S78°29'49"W
C95	41.24	715.00	003°18'17"	41.23	N61°01'36"W
C96	65.71	715.00	005°15'55"	65.68	N65°18'43"W
C97	65.71	715.00	005°15'55"	65.68	N70°34'38"W
C98	65.71	715.00	005°15'55"	65.68	N75°50'33"W
C99	65.71	715.00	005°15'55"	65.68	N81°06'29"W
C100	65.71	715.00	005°15'55"	65.68	N86°22'24"W
C101	32.44	715.00	002°35'59"	32.44	S89°41'39"W
C102	39.27	25.00	090°00'00"	35.36	N46°36'20"W
C103	37.69	25.00	086°22'52"	34.22	N45°12'14"E
C104	4.81	685.00	000°24'09"	4.81	N88°35'44"E
C105	53.83	685.00	004°30'09"	53.82	S88°57'07"E
C106	53.83	685.00	004°30'09"	53.82	S84°26'58"E
C107	70.85	685.00	005°55'34"	70.82	S79°14'07"E
C108	70.85	685.00	005°55'34"	70.82	S73°18'34"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C109	70.85	685.00	005°55'34"	70.82	S67°23'00"E
C110	54.09	685.00	004°31'28"	54.08	S62°09'29"E
C111	40.74	25.00	093°21'46"	36.38	S13°12'52"E
C112	104.04	1560.00	003°49'16"	104.02	S31°33'23"W
C113	30.87	1560.00	001°08'01"	30.87	S29°04'45"W
C121	103.74	1100.00	005°24'13"	103.71	N11°48'55"E
C122	136.31	1100.00	007°06'01"	136.23	N05°33'48"E
C150	60.09	1530.00	002°15'01"	60.09	N30°13'43"E
C151	60.09	1530.00	002°15'01"	60.09	N32°28'44"E
C152	60.09	1530.00	002°15'01"	60.09	N34°43'45"E
C153	41.41	1530.00	001°33'02"	41.41	N36°37'47"E
C154	39.07	25.00	089°32'26"	35.21	N82°10'31"E
C155	105.36	975.00	006°11'30"	105.31	S49°57'30"E
C156	103.42	975.00	006°04'39"	103.37	S43°49'26"E
C157	47.76	35.00	078°11'25"	44.14	S01°41'24"E
C158	49.36	1270.00	002°13'37"	49.36	S36°17'30"W

WEYBOURNE LANDING PHASE 1C

A REPLAT OF A PORTION OF CIRCLE SQUARE WOODS, PLAT BOOK P, PAGES 30 THROUGH 103 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA

A PORTION OF SECTIONS 11, 12, 13, 14 TOWNSHIP 16 SOUTH, RANGE 20 EAST MARION COUNTY, FLORIDA

PLAT BOOK ___ PAGE ___
SHEET 4 OF 4

JCH
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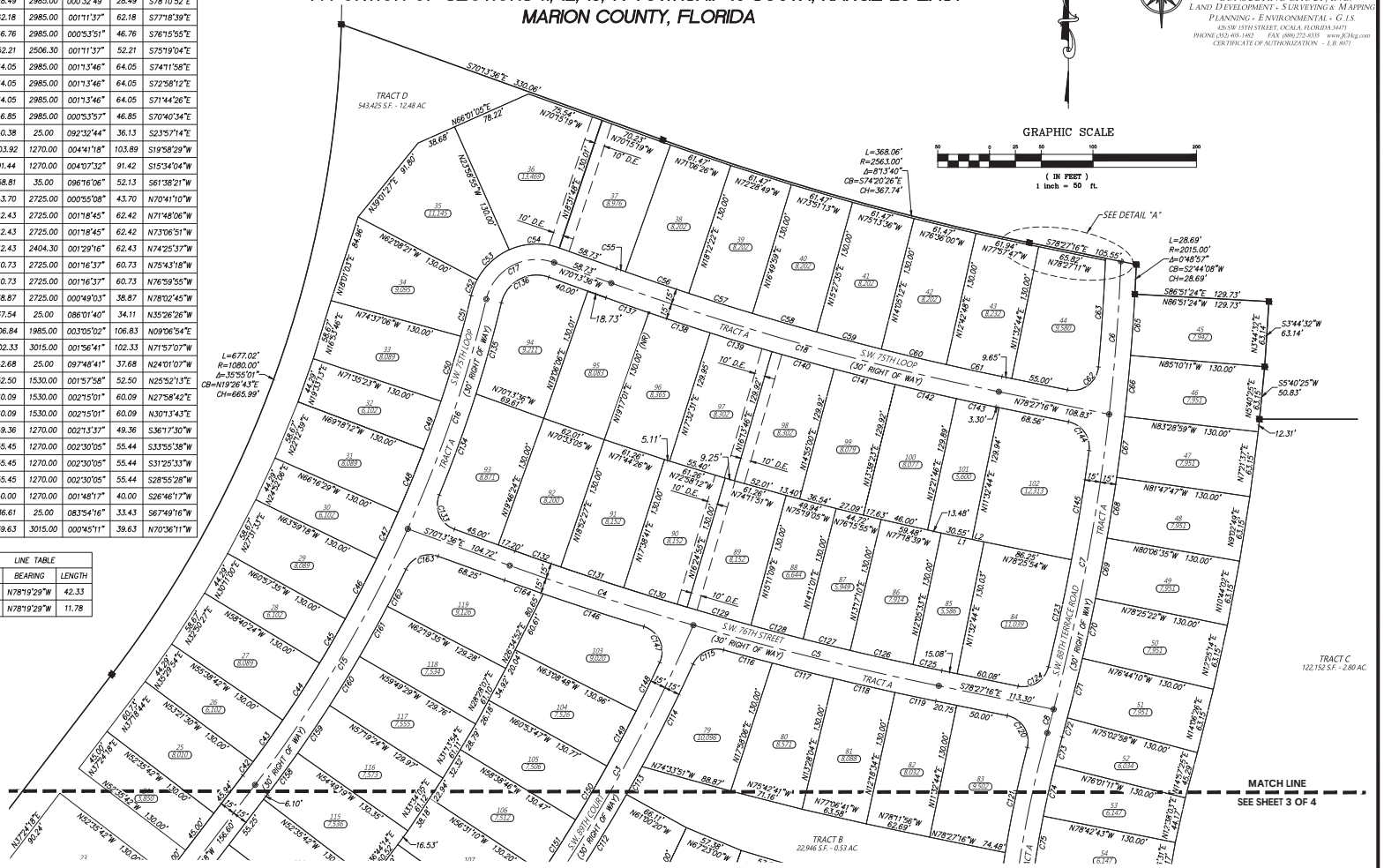
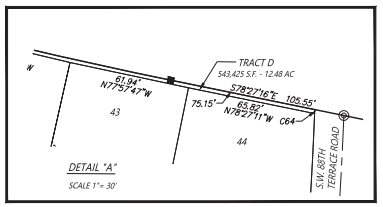
PHONE (352) 405-1402 FAX (888) 272-8335 www.JCHcg.com
CERTIFICATE OF AUTHORIZATION - L.B. 8071

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C3	318.62	1545.00	011°48'57"	318.05	N29°05'05"E
C4	186.47	3000.00	003°33'41"	186.44	S72°00'26"E
C5	244.34	3000.00	004°40'00"	244.27	S76°07'16"E
C6	148.19	2000.00	004°14'43"	148.16	N04°22'50"E
C7	290.29	2000.00	008°18'58"	290.03	N10°39'41"E
C8	23.62	2000.00	000°40'36"	23.62	N15°09'28"E
C15	288.59	1255.00	013°10'31"	287.95	S30°49'03"W
C16	234.91	1255.00	010°43'29"	234.57	S18°52'03"W
C17	84.01	50.00	096°16'06"	74.47	S61°38'21"W
C18	389.17	2710.00	008°13'40"	388.83	N74°20'26"W
C42	16.52	1240.00	000°45'49"	16.52	N37°01'24"E
C43	49.48	1240.00	002°17'11"	49.48	N35°29'54"E
C44	65.54	1240.00	003°01'43"	65.54	N32°50'27"E
C45	49.48	1240.00	002°17'11"	49.48	N30°11'00"E
C46	65.54	1240.00	003°01'43"	65.54	N27°31'33"E
C47	49.48	1240.00	002°17'11"	49.48	N24°52'06"E
C48	65.54	1240.00	003°01'43"	65.54	N22°12'39"E
C49	49.48	1240.00	002°17'11"	49.48	N19°33'13"E
C50	65.54	1240.00	003°01'43"	65.54	N16°53'46"E
C51	40.61	1240.00	001°52'36"	40.61	N14°26'36"E
C52	16.29	65.00	014°21'21"	16.24	N20°40'59"E
C53	43.29	65.00	038°09'26"	42.49	N46°56'22"E
C54	49.64	65.00	043°45'19"	48.44	N87°53'45"E
C55	9.13	2695.00	000°11'38"	9.13	S70°19'25"E
C56	64.59	2695.00	001°22'23"	64.59	S71°06'26"E
C57	64.59	2695.00	001°22'23"	64.59	S72°28'49"E
C58	64.59	2695.00	001°22'23"	64.59	S73°51'13"E
C59	64.59	2695.00	001°22'23"	64.59	S75°13'36"E
C60	64.59	2695.00	001°22'23"	64.59	S76°36'00"E
C61	54.94	2695.00	001°10'05"	54.94	S77°52'14"E
C62	42.03	25.00	096°19'14"	37.25	N53°23'07"E
C63	103.22	1946.78	003°02'16"	103.21	N03°44'07"E
C64	2.03	1985.00	000°03'31"	2.03	N02°12'59"E
C65	59.32	2015.00	001°41'12"	59.32	S03°59'12"W
C66	59.32	2015.00	001°41'12"	59.32	S05°40'25"W
C67	59.32	2015.00	001°41'12"	59.32	S07°21'37"W
C68	59.32	2015.00	001°41'12"	59.32	S09°02'49"W
C69	59.32	2015.00	001°41'12"	59.32	S10°44'02"W
C70	59.32	2015.00	001°41'12"	59.32	S12°25'14"W
C71	59.32	2015.00	001°41'12"	59.32	S14°06'26"W
C72	19.18	2015.00	000°32'44"	19.18	S15°13'24"W
C73	28.31	1070.00	001°30'56"	28.30	S14°44'18"W
C74	50.28	1070.00	002°41'32"	50.27	S12°38'03"W
C75	50.28	1070.00	002°41'32"	50.27	S09°56'31"W
C113	30.87	1560.00	001°08'01"	30.87	S29°04'45"W
C114	110.56	1560.00	004°03'39"	110.54	S26°28'54"W
C115	35.39	25.00	081°06'01"	32.51	S65°00'05"W
C116	48.70	2623.55	001°03'49"	48.70	N74°55'17"W
C117	60.96	3015.00	001°09'30"	60.95	N75°57'11"W
C118	60.95	3015.00	001°09'30"	60.95	N77°06'41"W
C119	40.20	3015.00	000°45'51"	40.20	N78°04'21"W
C120	40.57	25.00	092°58'18"	36.26	N31°58'07"W
C121	103.74	1100.00	005°24'13"	103.71	N11°48'55"E
C123	105.97	1985.00	003°03'31"	105.95	N12°11'11"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	BEARING
C124	38.32	25.00	087°49'47"	34.68	N57°37'50"E
C125	28.49	2985.00	000°32'49"	28.49	S78°10'52"E
C126	62.18	2985.00	001°11'37"	62.18	S77°18'39"E
C127	46.76	2985.00	000°53'51"	46.76	S76°15'55"E
C128	52.21	2506.30	001°11'37"	52.21	S75°19'04"E
C129	64.05	2985.00	001°13'46"	64.05	S74°11'58"E
C130	64.05	2985.00	001°13'46"	64.05	S72°58'12"E
C131	64.05	2985.00	001°13'46"	64.05	S71°44'26"E
C132	46.85	2985.00	000°53'57"	46.85	S70°40'34"E
C133	40.38	25.00	092°32'44"	36.13	S23°57'14"E
C134	103.92	1270.00	004°41'18"	103.89	S19°58'29"W
C135	91.44	1270.00	004°07'32"	91.42	S15°34'04"W
C136	58.81	35.00	096°16'06"	52.13	S61°38'21"W
C137	43.70	2725.00	000°55'08"	43.70	N70°41'10"W
C138	62.43	2725.00	001°18'45"	62.42	N71°48'06"W
C139	62.43	2725.00	001°18'45"	62.42	N73°06'51"W
C140	62.43	2404.30	001°29'16"	62.43	N74°25'37"W
C141	60.73	2725.00	001°16'37"	60.73	N75°43'18"W
C142	60.73	2725.00	001°16'37"	60.73	N76°59'55"W
C143	38.87	2725.00	000°49'03"	38.87	N78°02'45"W
C144	37.54	25.00	086°01'40"	34.11	N35°26'26"W
C145	106.84	1985.00	003°05'02"	106.83	N09°06'54"E
C146	102.33	3015.00	001°56'41"	102.33	N71°57'07"W
C147	42.68	25.00	097°48'41"	37.68	N24°01'07"W
C148	52.50	1530.00	001°57'58"	52.50	N25°52'13"E
C149	60.09	1530.00	002°15'01"	60.09	N27°58'42"E
C150	60.09	1530.00	002°15'01"	60.09	N30°13'43"E
C158	49.36	1270.00	002°13'37"	49.36	S36°17'30"W
C159	55.45	1270.00	002°30'05"	55.44	S33°55'38"W
C160	55.45	1270.00	002°30'05"	55.44	S31°25'33"W
C161	55.45	1270.00	002°30'05"	55.44	S28°55'28"W
C162	40.00	1270.00	001°48'17"	40.00	S26°46'17"W
C163	36.61	25.00	083°54'16"	33.43	S67°49'16"W
C164	39.63	3015.00	000°45'11"	39.63	N70°36'11"W

LINE TABLE		
LINE	BEARING	LENGTH
L1	N78°19'29"W	42.33
L2	N78°19'29"W	11.78





SURVEYOR'S CERTIFICATE:

I CERTIFY THIS PLAT, PREPARED UNDER MY DIRECTION AND SUPERVISION, COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, AND IS IN ACCORDANCE WITH THE REQUIREMENTS OF THE MARION COUNTY LAND DEVELOPMENT CODE, AND THAT THIS PLAT DOES NOT ADVERSELY AFFECT THE LEGAL ACCESS OF ADJACENT PARCELS.

JCH CONSULTING GROUP, INC (Licensed Business Number LB8071)
426 SW 15TH STREET
OCALA, FLORIDA 34471

SURVEYOR SEAL:

CHRISTOPHER J. HOWSON (LICENSE NO. LS6553)
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

NOTES:

THIS PLAT IS 4 SHEETS IN TOTAL, AND ONE IS NOT COMPLETE WITHOUT THE OTHER FOR DEDICATION AND ACKNOWLEDGEMENTS SEE SHEET 1, FOR LEGAL DESCRIPTION AND BOUNDARY DETAIL SEE SHEET 2 AND FOR LOT DIMENSIONS SEE SHEET 3, AND 4.

LEGEND UNLESS OTHERWISE NOTED

—\—	= NOT TO SCALE	P.T.	= POINT OF TANGENCY
R	= RADIUS	A.E.	= ACCESS EASEMENT
L	= ARC LENGTH	D.E.	= DRAINAGE EASEMENT
Δ	= DELTA (CENTRAL ANGLE)	U.E.	= UTILITY EASEMENT
CD	= CHORD DISTANCE	ac.	= ACRES
CB	= CHORD BEARING	(NR)	= NOT RADIAL
NO.	= NUMBER	P.S.E.U.R.A.	= PRIVATE SPECIFIC EASEMENT UTILITY RESERVATION AREA
N.	= NORTHING (STATE PLANE COORDINATES)	(8,000)	= SQUARE FOOTAGE OF LOT
E.	= EASTING (STATE PLANE COORDINATES)	■	= PERMANENT REFERENCE MONUMENT SET 4" X 4" CONCRETE MONUMENT (LB 8071)
℄	= CENTERLINE OF RIGHT OF WAY	⊡	= PERMANENT REFERENCE MONUMENT FOUND 4" X 4" CONCRETE MONUMENT (LB 8071)
O.R.	= OFFICIAL RECORDS OF MARION COUNTY	⊗	= PERMANENT CONTROL POINT SET NAIL & DISC NO. LB 8071
R/W	= RIGHT OF WAY LINE	◉	= PERMANENT CONTROL POINT FOUND NAIL & DISC NO. LB 1221
LB	= LICENSE BUSINESS		
LS	= LAND SURVEYOR		
PLS	= PROFESSIONAL LAND SURVEYOR		
PG.	= PAGE		
P.B.	= PLAT BOOK		

PREPARED BY: JCH CONSULTING GROUP, INC. 426 SW 15TH STREET, OCALA, FL 34471

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-2965 **Agenda Date:** 5/18/2021 **Agenda No.:** 7.5.1.

SUBJECT:
Request Approval of the Certificate of Public Convenience and Necessity (COPCN) for The Villages Public Safety Department (Budget Impact - None)

INITIATOR:
James Banta, Fire Chief

DEPARTMENT:
Fire Rescue

DESCRIPTION/BACKGROUND:
In 2006, Marion County entered into an interlocal agreement with the Village Center Community Development District to provide for automatic and mutual aid between both organizations. In order to comply with state requirements, The Villages Public Safety department is required to have a COPCN for operating in Marion County. The application has been reviewed and meets all requirements of Marion County Ordinance 21-05.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to approve the Certificate of Public Convenience and Necessity (COPCN) for The Villages Public Safety Department.

LEGAL REQUEST MEMORANDUM (LRM)

To: ☐ Matthew Minter, County Attorney ☐ Dana E. Olesky, Chief Asst County Attorney ☐ Elizabeth Alt, Sr Asst County Attorney ☑ Russell Ward, Asst County Attorney ☐ William Harris, Asst County Attorney

From: (Name) Mascho (Last) Rodney (First) (Dept) Fire-Rescue - 3355

(Title) Division Chief (Phone) 291-8097

Signature BK Mascho Date 4/20/2021

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 approve the attached COPCN application to be placed on the BCC agenda for approval and signature.

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

(Name) ____ (Last) ____ (First) (Title) ____ (Phone) ____

COMPLETION IS REQUESTED BY: *(specific date)* 04/27/2021

Please allow for a MINIMUM of five (5) working days from receipt of LRM:

Agenda Item? ☑ Yes ☐ No

Agenda Deadline Date: 05/07/2021 Agenda Date: 05/18/2021

LRM No 2021-299 DO NOT COMPLETE - Office of the County Attorney use ONLY

Outcome:

Approved as to form with investigation findings.

Date Received:

Marion County Attorney
APR 21 2021
RECEIVED

Attorney Signature: [signature] Date 4/26/21

Staff Signature: Debra Teachey (Completed) Returned: ☑ Department ☐ Admin ☐ Procurement

4/26/2022.

Rev 12/21/17



Marion County
FLORIDA

Application for Certificate of Public Convenience and Necessity for Automatic Aid/Mutual Aid Agencies

By

Villages Public Safety Dept.

Revised 3/16/2021

Application Process

Coordinating Agency for Marion County

Marion County Fire Rescue
2631 SE 3rd Street
Ocala, FL 34471

Phone: (352) 291–8000

Division Chief of EMS

Steps

- Applicant requests application packet.
- Marion County Fire Rescue provides packet to applicant by e-mail or physical copy.
- Applicant completes application and submits to the Division Chief of EMS at Marion County Fire Rescue.
- Marion County Fire Rescue reviews application and makes contact with applicant for any clarification or corrections needed.
- Marion County Fire Rescue submits application to Marion County Risk Management.
- Marion County Risk Management confirms that insurance meets requirements and notifies Marion County Fire Rescue.
- Marion County Fire Rescue submits application to County Attorney.
- County Attorney confirms that application meets requirements of Ordinance 21-05 and notifies Marion County Fire Rescue.
- Marion County Fire Rescue prepares final agenda materials and submits for inclusion at the appropriate meeting of the Marion County Board of County Commissioners.
- Marion County Board of County Commissioners takes action on the application.
- Marion County Fire Rescue notifies applicant of the Board action and if approved, provides applicant with Certificate of Public Convenience and Necessity (physical copy and digital copy). This final step may take 1–2 weeks as the Certificate is processed for signatures.

Revised 3/16/2021

Section 1
Application

Instructions
Please complete all entries legibly. If the form does not provide sufficient space, additional pages for this section may be inserted at the end of Section 1.

Application Type

Application Date: 03/22/2021

Application Type (choose one):

- [x] New
- [ ] Renewal

Application Type (choose one):

- [ ] Level II – Basic Life Support Transport
- [x] Level III – Advanced Life Support Non-Transport
- [ ] Level IV – Advanced Life Support Transport
- [ ] Level V – Advance Life Support Air Ambulance

Applicant Information

Applicant Name: The Villages Public Safety Department

Mailing Address: 3035 South Morse Boulevard

City: The Villages **State:** FL **Zip Code:** 32163

Business Telephone: 352-205-8280

Type of Ownership: [ ] Private [x] Government

Manager's Name: Edmund Cain **Manager's Phone Number:** 352-205-8280

Manager's Email: edmund.cain@districtgov.org

Medical Director Information

Name: Desmond Fitzpatrick **Phone Number:** 305-467-1311

Mailing Address: 3035 South Morse Boulevard

City: The Villages **State:** FL **Zip Code:** 32163

Florida License Number: ME 120756

Owner/Operator(s)/Officers/Partners/Directors/Shareholders Information

Name	Business Address	Position
Villages Center Community Dev. Dist.	984 Old Mill Run The Villages, FL	Owner

Revised 3/16/2021

Experience of Owners/Operators

The Villages Public Safety Department (VPSD) originated in 1999 and is presently operating as a fully-staffed ALS all-hazard response, non-transport agency. VPSD operates out of 9 fire stations and has plans for expansion. VPSD's average response time is 4.5 minutes with a response area spanning over 90 square miles, three counties, four cities, and including over 130,000 residents. VPSD has an Insurance Service Organization (ISO) rating of 2 and is actively working to obtain an ISO of 1. VPSD currently operates the following equipment with plans of expansion: 150 uniformed personnel, 5-engines, 2- 75' ladders, 1- 95' tower ladder, 1- squad (heavy rescue), 5- non-transport rescues, 2- attack trucks (rescue), 1- marine unit, 2- battalion chiefs (per shift).

Application Fees

Fees apply for both new applications and renewal applications. If the purpose of the application is to enhance or decrease the level of service provided, then this application process will be considered as a new application.

- ☐ **$500.00 – Basic Life Support Transport**
- ☐ **$2,000.00 – Advanced Life Support Transport**
- ☐ **$5,000.00 – Advanced Life Support Air Ambulance**
- ☐ **Exempt – Advanced Life Support Non-Transport**
- ☐ **Exempt – Local Government**
- ☑ **Exempt – Current Automatic Aid/Mutual Aid Agreement**

Signatures

I certify that this applicant will meet all valid requirements of the State, Marion County Ordinance No. 21-05, and all Rules and Regulation applicable to same, and that to the best of my knowledge, all statements on this application are true and correct.

Signature: Edmund A Cain **Printed Name:** Edmund A. Cain

Date: 4-16-2024 **Position/Title/Applicant:** Fire Chief

State of FL

County of Sumter

Sworn to (or affirmed) and subscribed before me by means of ☐ **physical presence or** ☐ **online notarization, this** 16 **day of** April, 2024, **by** Edmund A Cain.

Stamp/Seal:

Notary Public State of Florida
Dawn M Doucette
My Commission HH 002012
Expires 08/03/2024

Dawn M Doucette
Notary Public (Print Name)

Dawn M Doucette
Signature of Notary Public

☒ **Personally Known**

OR

☐ **Produced Identification** **Type of Identification Produced:**

Revised 3/16/2021

Section 2
Current COPCN
from Main Service Area

Instructions
Insert a copy of your current COPCN from the County in which your organization provides primary service.

Board of County Commissioners
Sumter County, Florida

7375 Powell Road, Suite 200 • Wildwood, FL 34785 • Phone (352) 689-4400 • FAX: (352) 689-4401
Website: http://sumtercountyfl.gov

October 15, 2020

Edmund Cain, Fire Chief
The Villages Public Safety Department
Village Center Development District
3035 S. Morse Blvd
The Villages, FL 32163

Dear Chief Cain:

Enclosed for your records is a fully-executed original of the Certificate of Public Convenience and Necessity (COPCN) for Advanced and Basic Life Support Transport for The Villages Public Safety Department approved by the Board of Sumter County Commissioners on October 13, 2020.

If there are any questions, please do not hesitate to contact our office at (352) 569-6629.

Very truly yours,

BOARD OF SUMTER COUNTY COMMISSIONERS

GLORIA R. HAYWARD
CLERK & AUDITOR

By Caroline Al Restimawi
Caroline Al Restimawi
Deputy Clerk

Enclosures

Al Butler, Dist 1
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Doug Gilpin, Dist 2
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Don Burgess, Dist 3
Chairman
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Garry Breeden, Dist 4
2nd Vice Chairman
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Steve Printz, Dist 5
Vice Chairman
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Bradley S. Arnold,
County Administrator
(352) 689-4400
7375 Powell Road
Wildwood, FL 34785

Gloria R. Hayward, Clerk & Auditor
(352) 569-6600
215 East McCollum Avenue
Bushnell, FL 33513

County Attorney
The Hogan Law Firm
Post Office Box 485
Brooksville, Florida 34605

SUMTER COUNTY, FLORIDA

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY (COPCN)

FOR ADVANCED AND BASIC LIFE SUPPORT TRANSPORT SERVICE

WHEREAS, the Board of County Commissioners of Sumter County, Florida (BOCC) determined there is a need for Advanced and Basic Life Support (ALS/BLS) Non-Transport first response services within The Villages® age-restricted development in Sumter County; and

WHEREAS, the BOCC established standardized medical oversight, credentialing, and guidance for Sumter County Fire & EMS and American Medical Response; and

WHEREAS, the BOCC entered into an Interlocal Governmental Agreement with the Village Center Community Development (District) on February 6, 2019, for the delivery of non-transport emergency medical services; and

WHEREAS, the District agrees to provide non-transport basic and advanced life support services in accordance with Florida Statutes Chapter 401; and

WHEREAS, Florida Chapter 401 requires the issuance of a Certificate of Public Convenience and Necessity (COPCN) from each County the agency will operate within; and

WHEREAS, the BOCC desires to maintain minimum and consistent service levels for emergency first response medical services within Sumter County; and

WHEREAS, the BOCC has a focus on improving patient outcomes through consolidated medical direction; and

WHEREAS, the BOCC consolidated medical direction of emergency first responders to include ALS and BLS Transport and Non-Transport providers in Sumter County with the University of Florida (UF) Department of Emergency Medicine; and

WHEREAS, the BOCC requires The Villages Public Safety Department to follow the medical direction with UF Department of Emergency Medicine; and

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, Chapter 401, Florida Statutes, Part III, Section 401.25, provides for licensure by the State of Florida Department of Health of entities providing basic life support or advanced life support transportation services; and

WHEREAS, Chapter 401, Florida Statutes, Part III, subsection 401.25(2)(d), provides that a condition precedent to such licensure is a Certificate of Public Convenience and Necessity from each county in which the applicant shall operate; and

WHEREAS, Chapter 401, Florida Statutes, Part III, subsection 401.25(6), authorizes counties to adopt ordinances providing reasonable standards for Certificates of Public Convenience and Necessity, and requires the governing body of each county to consider state guidelines, recommendations of the local or regional trauma agency created under Chapter 395, Florida Statutes, and the recommendations of municipalities within its jurisdiction; and

WHEREAS, Chapter 11, Lake County Code, Article II, subsection 11-19(f), provides for the general form of a Certificate of Public Convenience and Necessity; and

WHEREAS, the VILLAGES CENTER COMMUNITY DEVELOPMENT DISRICT shall provide emergency medical services, but not ambulance or transportation services, for the citizens of Lady Lake and enclave portions of The Villages, The Village in Fruitland Park and the future Village at Leesburg; and

WHEREAS, there has been demonstrated a need for the VILLAGES CENTER COMMUNITY DEVELOPMENT DISRICT to operate in Lady Lake and enclave portions of The Villages, The Village in Fruitland Park and the future Village at Leesburg (described in Exhibit "A" attached hereto) to provide essential services to the citizens of this County; and

WHEREAS, the VILLAGES CENTER COMMUNITY DEVELOPMENT DISRICT has indicated that it shall comply with all requirements of Part III, Chapter 401, Florida Statutes.

Certificate of Public Convenience and Necessity
The Villages Community Development District

NOW THEREFORE, the Board of County Commissioners of Lake County hereby certifies that the public convenience and necessity will be served by the VILLAGES CENTER COMMUNITY DEVELOPMENT DISRICT.

In issuing this Certificate, the Board of County Commissioners attests that recommendations of the three municipalities situated within this service area were considered.

This Certificate shall expire September 30, 2021.

DONE AND RESOLVED by the Board of County Commissioners of Lake County, Florida, by and through its Chairman.

BOARD OF COUNTY COMMISSIONERS
OF LAKE COUNTY, FLORIDA

LESLIE CAMPIONE, CHAIRMAN

Dated this 24th day of August, 2019.

ATTEST:

GARY J. COONEY, CLERK TO THE
BOARD OF COUNTY COMMISSIONERS
LAKE COUNTY, FLORIDA

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

MELANIE MARSH
COUNTY ATTORNEY

Section 3
Sworn Statement

Instructions
Complete the Declaration of Applicant form.

Declaration of Applicant

Under penalties of perjury, I Edmund A Cain declare that I have examined this application and to the best of my knowledge and belief, that all the information herein is true, correct and complete. I am aware that, in accordance with law, all license applications are public records and subject to public disclosure, which includes this application and all other documents and information filed therewith, and further, that I understand that I am obligated to conform with, and am subject to, all rules and regulations of the Marion County Code of Ordinances. I acknowledge that the County reserves the right to inspect my workplace and/or vehicles for compliance with County or State requirements

Signature: Edmund A. Cain **Printed Name:** Edmund A. Cain

Date: 4-16-2021 **Company Name:** Villages Public Safety

State of FL

County of Sumter

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 16 **day of** April **, 20**21**, by** Edmund A Cain.

Stamp/Seal:

Notary Public State of Florida
Dawn M Doucette
My Commission HH 002012
Expires 08/03/2024

Dawn M Doucette
Notary Public (Print Name)

Dawn M Doucette
Signature of Notary Public

☒ **Personally Known**

OR

☐ **Produced Identification** **Type of Identification Produced:**

Revised 3/16/2021

Section 4

Other

Instructions
If applicant has any additional information for the Board, insert after the Section 4 title page.

INTERLOCAL BETWEEN

MARION COUNTY

AND

VILLAGE CENTER COMMUNITY DEVEOPMENT DISTRICT

THIS AGREEMENT dated this 17th day of January 2006 is between MARION COUNTY, a political subdivision of the State of Florida ("COUNTY"), and the VILLAGE CENTER COMMUNITY DEVELOPMENT DISTRICT, a unit of special purpose local government authorized under Chapter 190, Florida Statutes, hereinafter referred to as "VILLAGES".

WHEREAS, the parties presently maintain and operate emergency service departments, with firefighting, rescue and emergency medical equipment with associated personnel and;

WHEREAS, the parties hereto recognize and agree that it is desirable to enter into this Agreement for the mutual benefit of each party in times of emergency or disaster too great to be dealt with unassisted or in a situation in which a party may not be able to expeditiously respond due to commitments at the time of a particular incident or event and;

WHEREAS, this Agreement is for the benefit of the general public and is authorized by and entered into pursuant to Chapter 163, Florida Statutes, and other applicable law.

NOW THEREFORE, it is agreed by and between the parties hereto that each of the parties agree to assist the other pursuant to the following stipulations, provisions and conditions:

Section 1. Purpose and Intent of Agreement

The parties agree to provide automatic and/or mutual aid as identified in the Appendix for reported structure fires, fire alarms, medical emergencies, rescue scenarios, and brush fires. The parties agree to provide such reciprocal assistance on an automatic and/or mutual-aid basis based upon resource availability and location of the emergency. The parties further agree to provide for reciprocal aid and assistance by providing fire, rescue, emergency medical, hazardous material and other similar emergency services in the event of emergencies or disasters resulting from natural phenomena, accidents or otherwise when the disaster is too great to be handled without assistance. The intent of this arrangement is to provide the most efficient life and property saving services to the citizens protected by the respective parties. This Agreement is not intended and shall not be construed to in any way deprive a party of jurisdictional powers vested in said party, nor is it the intention of the parties to combine their individual departments into a single department or district providing the services encompassed by this Agreement.

Section 2. Procedures for Requesting

(a) Response to all emergencies shall be by request except as identified in (c). A company officer or higher authority shall initiate the request through their respective dispatch center. It is also recognized that in the interest of public safety this request may need to be made based upon dispatch information.

(b) Areas receiving mutual aid under this Agreement are identified in the Appendix of this Agreement.

(c) Villages will be automatically dispatched to calls within the Villages of Marion by County fire-rescue dispatchers. County will provide radio alert pager with separate alert tone to Villages fire-rescue crew stationed within the Villages of Marion. Upon receiving initial call through E911 system, MCFR dispatcher will automatically and simultaneously alert Villages fire-rescue unit as well as MCFR unit by radio tone alert and radio voice alert to any call within the Villages of Marion.

Section 3. Duties and Level of Service.

(a) No department, officer or employee of the parties to this Agreement shall perform any function or service not within the scope of the duties of such department, officer or employee in its respective primary jurisdiction.

(b) The rendition of service, standards of performance, discipline of officers and employees, and all other matters incident to the performance of services by command personnel and the command and control of their personnel and equipment shall remain with each party to this Agreement.

(c) Disputes or disagreements as to the level of service and/or standards of performance shall be reported by the complaining party to the Fire Chief of the party that provided the service or took the action from which the complaint arose.

(d) The decision of the Fire Chief of each party shall be final and conclusive as to the geographical boundaries of response, the level of services rendered or standards of performance observed by the party's personnel.

(e) The first arriving unit will establish command and control of all emergencies. This shall be accomplished on the requesting agency's designated radio channel. Once "command" has been established it shall not be relinquished until a higher-ranking officer from either agency arrives and formally assumes "command" of the incident. It shall also be the practice of establishing a "unified command" upon the arrival of a commanding officer from both agencies as outlined in the State of Florida Field Operations Guide.

It is further recognized that a "unified command system" provides for a higher level of efficiency and a safer working environment for all parties involved. In no situation will

"command" be taken from an "incident commander" unless due regard has been practiced.

Section 4. Employee Status.

Persons employed by a party to this Agreement in the performance of services and functions pursuant to this Agreement shall have no claim on the other party to this Agreement for pension, worker's compensation, unemployment compensation, civil service, or any other employee rights or privileges granted by operation of law or otherwise to the officers and employees of the other party to this Agreement.

Section 5. Liabilities and Responsibilities of Parties.

(a) No party hereto, its respective officers or employees, shall assume any liability for the acts, omissions or negligence of the other party, its officers or employees.

(b) All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, and all pensions and relief, disability, worker's compensation and other benefits which apply to the activity of officers or employees of a party when performing their respective functions within the territorial limits for their respective agencies shall also apply to the same degree and extent to the performance of such functions and duties extraterritorially when accomplished pursuant to this Agreement.

(c) Except as herein otherwise provided, all liability for injury to personnel and for loss or damage of equipment shall be borne by the party employing such personnel and owning such equipment.

(d) Both parties, when providing emergency medical services shall work under the direction of their respective agency's medical director and utilizing their respective BLS/ALS protocols.

Section 6. Compensation and Reimbursement Between Agencies.

(a) Each party agrees to furnish necessary equipment, resources, and facilities in order to render automatic and/or mutual aid services to the other party in accordance with the terms of this agreement. However, neither party shall be required to deplete its own equipment, resources, facilities, and services in furnishing such automatic and/or mutual aid services.

(b) Either agency furnishing any equipment pursuant to this agreement shall bear the costs for any loss or damage to such equipment and shall pay any expense incurred in the operations, maintenance and repair of that equipment.

(c) Either agency furnishing aid pursuant to this agreement shall compensate its employees during the time such aid is rendered and shall defray all associated employee cost while the employee is rendering aid.

(d) The requesting agency shall either replace, or provide reimbursement for, those nontraditional extraordinary services or consumable materials, which were used by the responding agency furnishing mutual aid services. This paragraph shall apply to items such as, but not limited to, firefighting foam, HAZMAT protective clothing, and absorbent materials.

(e) It shall be the responsibility of the agency furnishing aid hereunder to notify the requesting party of any items for which reimbursement or replacement is requested. This notification shall include information regarding quantity used, manufacturer's name, local supplier, and specific item(s) used.

Section 7. Term Of Agreement.

The term of this Agreement shall begin on the date of full execution of both parties. This Agreement shall remain in effect until terminated by mutual agreement in writing of both parties; provided, however, that either party may terminate this Agreement by giving at least thirty (30) days written notice to the other party.

Section 8. Implementation.

The agency Fire Chiefs have met and prepared an implementation plan identified in the Appendix of this agreement.

The agency Fire Chiefs may make mutually agreed upon operational changes as may be necessary from time-to-time to provide for service level improvements to citizens they serve.

Section 9. Authorization.

Pursuant to this Interlocal Agreement, the County hereby authorizes the Villages to perform the duties and services required herein.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the dates as shown below.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

DAVID R. ELLSPERMANN, CLERK

JIM PAYTON, CHAIRMAN

DATE: January 17, 2006

APPROVED AS TO FORM AND LEGALITY:

GORDON JOHNSTON, COUNTY ATTORNEY

ATTEST:

VILLAGE CENTER COMMUNITY
DEVELOPMENT DISTRICT

MICHAEL BERNING,
VICE CHAIRMAN

T. MICHAEL KILLINGSWORTH,
CHAIRMAN

DATE:

APPROVED AS TO FORM AND LEGALITY:

BRUCE G. DUNCAN, DISTRICT ATTORNEY

Marion County
Summary of Findings

Applicant Name
The Villages Public Safety Department

After review of the application and investigation of the applicant's competence, financial responsibility, and other relevant factors to the granting of a certificate of public convenience and necessity pursuant to Section 8, Marion County Ordinance 21-05, Marion County Fire Rescue provides the following findings:

Public Necessity

The Villages Public Safety Department has been operating within Marion County under the attached inter-local agreement since 2006. Under this agreement, the agency provides primary response within The Villages of Marion as well as secondary response to other areas within Marion County when requested by MCFR. There is a public necessity for this service. The services provided under this agreement are necessary to maintain current EMS capability within the service area and to meet the needs for providing timely service to the public. The continuation of this service will maintain the quality of service and level of care within the service area. The continuation of this service will have no effect on existing hospitals or health care facilities.

Sufficient Knowledge/Experience

Since 1999, The Villages Public Safety Department has provided advanced life support service to the community—located in Sumter, Lake and Marion Counties. The department has grown from a single station staffed with nine firefighters and a fire chief to nine fire stations staffed by 156 uniformed personnel.

Sufficient Revenue Base, Personnel and Equipment

With an original license issued by the State 10/1/1999, the agency continues to renew every two years and their current license expires 9/30/2021. The agency holds current a current COPCN in both Sumter County and Lake County. The continued licensure by the State and issuance of COPCN by Sumter County and Lake County demonstrates that the agency continues to meet these requirements.

Sufficient Vehicles

For purposes of responding into Marion County under the auspices of the inter-local agreement, The Villages Public Safety Department has sufficient apparatus. In general, Attack 42 is used for primary response to emergency medical incidents within The Villages of Marion County. The department operates six engines, three aerials, one squad, four rescues and two attack units. These are sufficient for providing assistance to Marion County within the scope of the inter-local agreement.

Meets Requirements of Florida Administrative Code

As referenced above, the agency continues to receive renewal of their advanced life support non-transport license with the State. Also, there is no record of any discipline on file with the State in reference to this agency.

Certificates of Insurance

Holding a current advanced life support non-transport license with the State demonstrates that the agency has met the insurance levels as required by Florida Administrative Code and Florida Statute.

EMERGENCY MEDICAL SERVICES – ADVANCED LIFE SUPPPORT

(LEVEL III – ALS Non-Transport)

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, The Villages Public Safety Department desires to provide quality emergency Advanced Life Support – Non-Transport medical services to the citizens of Marion County; and

WHEREAS, it has been demonstrated there is a need for this Advanced Life Support – Non-Transport service to operate in this County to provide essential services to the citizens of Marion County; and

WHEREAS, the above The Villages Public Safety Department has indicated that it will comply with all requirements of the Florida Emergency and Non-Emergency Medical Services Act;

NOW, THEREFORE, the Board of County Commissioners of Marion County hereby issues a Certificate of Public Convenience and Necessity for Advanced Life Support – Non-Transport to The Villages Public Safety Department. In issuing this Certificate, it is understood that the above named The Villages Public Safety Department will meet the requirements of Florida Statutes and applicable rules and regulations and provide Advanced Life Support – Non-Transport services as needed for the following area:

PRIMARY AREA: The Villages of Marion County

SECONDARY AREA: Marion County

TERM: Six Years
05/18/2021 through 05/17/2027

ATTEST:

MARION COUNTY
BOARD OF COUNTY COMMISSIONERS

_____
Gregory C. Harrell, Clerk

BY: _____
Jeff Gold, Chairman

DATED: _____

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY
ADVANCED LIFE SUPPORT – NON-TRANSPORT (LEVEL III)
THE VILLAGES PUBLIC SAFETY DEPARTMENT
MODIFIED OPERATIONAL RESTRICTIONS

In accordance with the Certificate of Public Convenience and Necessity (COPCN) Advanced Life Support – Non-Transport (Level III) approved on May 18, 2021, The Villages Public Safety Department has indicated that it will comply with all requirements of the Florida Emergency and Non-Emergency Medical Services Act and the restrictions specified below as set for by the Marion County Board of County Commissioners.

The following restrictions are placed upon The Villages Public Safety Department Level III – Advanced Life Support – Non-Transport COPCN as approved during the May 18, 2021, Board of County Commissioners regularly scheduled meeting:

1. The Villages Public Safety Department shall be authorized to respond to incidents within Marion County, including its municipalities, only as authorized by the current Interlocal agreement between Marion County and Village Center Community Development District.
2. The Villages Public Safety Department shall be authorized to respond to incidents not covered within the Interlocal agreement, when requested to do so by Marion County Fire Rescue.
3. In the event of a state of emergency declared by the county administrator, state, or federal officials, these restrictions may be suspended as requested by Marion County Fire Rescue.

Attest

By: _____
Gregory C. Harrell, Clerk

Approval as to form and legal sufficiency

p.p. _____
County Attorney

Marion County Board of County Commissioners, a political subdivision of the State of Florida

By:_____
Name: Jeff Gold
Title: Chairman

EMERGENCY MEDICAL SERVICES – ADVANCED LIFE SUPPPORT

(LEVEL III – ALS Non-Transport)

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

WHEREAS, The Villages Public Safety Department desires to provide quality emergency Advanced Life Support – Non-Transport medical services to the citizens of Marion County; and

WHEREAS, it has been demonstrated there is a need for this Advanced Life Support – Non-Transport service to operate in this County to provide essential services to the citizens of Marion County; and

WHEREAS, the above The Villages Public Safety Department has indicated that it will comply with all requirements of the Florida Emergency and Non-Emergency Medical Services Act;

NOW, THEREFORE, the Board of County Commissioners of Marion County hereby issues a Certificate of Public Convenience and Necessity for Advanced Life Support – Non-Transport to The Villages Public Safety Department. In issuing this Certificate, it is understood that the above named The Villages Public Safety Department will meet the requirements of Florida Statutes and applicable rules and regulations and provide Advanced Life Support – Non-Transport services as needed for the following area:

PRIMARY AREA: The Villages of Marion County

TERM: Six Years
05/18/2021 through 05/17/2027

ATTEST:

_____
Gregory C. Harrell, Clerk

SECONDARY AREA: Marion County

MARION COUNTY
BOARD OF COUNTY COMMISSIONERS

BY: _____
Jeff Gold, Chairman

DATED: _____

CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY
ADVANCED LIFE SUPPORT – NON-TRANSPORT (LEVEL III)
THE VILLAGES PUBLIC SAFETY DEPARTMENT
MODIFIED OPERATIONAL RESTRICTIONS

In accordance with the Certificate of Public Convenience and Necessity (COPCN) Advanced Life Support – Non-Transport (Level III) approved on May 18, 2021, The Villages Public Safety Department has indicated that it will comply with all requirements of the Florida Emergency and Non-Emergency Medical Services Act and the restrictions specified below as set for by the Marion County Board of County Commissioners.

The following restrictions are placed upon The Villages Public Safety Department Level III – Advanced Life Support – Non-Transport COPCN as approved during the May 18, 2021, Board of County Commissioners regularly scheduled meeting:

1. The Villages Public Safety Department shall be authorized to respond to incidents within Marion County, including its municipalities, only as authorized by the current Interlocal agreement between Marion County and Village Center Community Development District.
2. The Villages Public Safety Department shall be authorized to respond to incidents not covered within the Interlocal agreement, when requested to do so by Marion County Fire Rescue.
3. In the event of a state of emergency declared by the county administrator, state, or federal officials, these restrictions may be suspended as requested by Marion County Fire Rescue.

Attest

By: _____
Gregory C. Harrell, Clerk

Approval as to form and legal sufficiency

p.p. _____
County Attorney

Marion County Board of County Commissioners, a political subdivision of the State of Florida

By: _____
Name: Jeff Gold
Title: Chairman

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3150 **Agenda Date:** 5/18/2021 **Agenda No.:** 7.6.1.

SUBJECT:
Request Approval of a Resolution for the Reclassification of Two (2) Division Chief Positions, Pay Grade 460, to Two (2) Deputy Chief Positions, Pay Grade 470; Two (2) Battalion Chief Positions, Pay Grade 450, to Two (2) Division Chief Positions, Pay Grade 460; Two (2) Firefighter Positions, Pay Grade 398-407, to Two (2) Battalion Chief Positions, Pay Grade 450; and the Deletion of One (1) Firefighter Position in Order to Initiate Phase II of the Marion County Fire Rescue Reorganization Plan Within the Fire Rescue and EMS Budgets (Budget Impact - Fire Fund (EF300522) Savings of $32,900 and EMS Fund (AA305526) Expenditure of $9,924)

INITIATOR:
Amanda Tart, Director

DEPARTMENT:
Human Resources

DESCRIPTION/BACKGROUND:
Over the last few years, the Board of County Commissioners have addressed the issues of appropriate compensation, staffing and workload within Marion County Fire Rescue (MCFR).

On October 20, 2020, the Board approved the reclassification of twenty-one (21) vacant Firefighter positions to twenty-one (21) Battalion Chief positions to address the span of control within the department as Phase I of the MCFR Reorganization Plan. During a presentation by the Fire Chief, he described the need for a relief factor within the department. In an effort to provide coverage for firefighter paid leave, time off for training, unscheduled time off and position vacancies, the Board approved an established relief factor methodology for MCFR through the budget process. This methodology started with a concentration at the entry-level positions and the department is on track to meet their goals in these areas and finds it necessary to begin adjusting the relief factor across the ranks. The immediate need is to address the higher-level positions.

Phase II of the MCFR Reorganization plan will begin providing coverage at the rank of Battalion Chief and Division Chief, reducing the need for overtime at the positions of Captain and Lieutenant. To implement this change, the Fire Chief is recommending reclassifying two (2) Division Chief positions to two (2) Deputy Chief positions, two (2) Battalion Chief positions to two (2) Division Chief positions, two (2) vacant Firefighter positions to two (2) Battalion Chief positions and the deletion of one (1) vacant Firefighter position. These changes will create a Deputy Chief position to oversee the Fire Operations Division and a Deputy Chief position to oversee the EMS Operations Division. The changes at the Division Chief level will allow for two shift commanders on each shift. These changes will create a layer of exempt management with a relief factor that will not require overtime to fill temporary shift vacancies.

Your review and approval is requested for the attached organizational chart, resolutions,

reclassifications, and other details listed above.

BUDGET/IMPACT:
Savings of $32,900 in the Fire Fund (EF300522) and Expenditure of $9,924 in the EMS Fund (AA305526)

RECOMMENDED ACTION:
Motion to approve the reclassification of two (2) Division Chief positions, pay grade 460, to two (2) deputy chief positions, pay grade 470; two (2) Battalion Chief positions, pay grade 450, to two (2) Division Chief positions, pay grade 460; two (2) Firefighter positions, pay grade 398-407, to two (2) Battalion Chief positions, pay grade 450; and the deletion of one (1) Firefighter position in order to initiate Phase II of the Marion County Fire Rescue Reorganization Plan within the Fire Rescue and EMS Budgets.

RESOLUTION 21 R-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY FLORIDA PROVIDING FOR THE RECLASSIFICATION OF ONE (1) DIVISION CHIEF POSITION, PAY GRADE 460 TO ONE (1) DEPUTY CHIEF POSTIONS, PAY GRADE 470 WITIN THE EMS DEPARTMENT AA305526; AND THE RECLASSIFICATION OF ONE (1) DIVISION CHIEF POSITION, PAY GRADE 460 TO ONE (1) DEPUTY CHIEF POSITION, PAY GRADE 470, AND THE RECLASSIFICATION OF TWO (2) BATTALION CHIEF POSITIONS, PAY GRADE 450 TO TWO (2) DIVISION CHIEF POSITIONS, PAY GRADE 460, AND THE RECLASSIFCATION OF TWO (2) FIREFIGHTER POSITIONS, PAY GRADE 398-407, TO TWO (2) BATTALION CHIEF POSITIONS, PAY GRADE 450, AND THE DELETION OF ONE (1) FIREFIGHTER POSITION, PAY GRADE 398-407, WITHIN THE FIRE BUDGET EF300522 AND INCORPORATING THE FOREGOING ACTIONS INTO THE MARION COUNTY CLASSIFICATION PLAN.

WHEREAS, it is required that all changes to the Classification and Pay Plan must be accomplished through Board approval and resolution; and

WHEREAS, the job description and pay grade for the positions of Deputy Chief, Division Chief and Battalion Chief are current positions within the Marion County Classification Plan; and

WHEREAS, it is the desire of the Board of County Commissioners of Marion County, Florida, to provide for the reclassification of two (2) Division Chief positions, two (2) Battalion Chief positions, two (2) Firefighter positions and the deletion of one (1) Firefighter position, in order to effectuate the proper and efficient administration of Marion County Human Resources as specifically provided for in this Resolution.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Marion County, Florida, as follows:

Section 1. The reclassification of Two (2) Division Chief positions, pay grade 460 to Two (2) Deputy Chief postions, pay grade 470, Two (2) Battalion Chief positions, pay grade 450 to Two (2) Division Chief positions, pay grade 460, Two (2) Firefighter positions, pay grade 398-407 to Two (2) Battalion Chief positions, pay grade 450 and the deletion of One (1) Firefighter position, pay grade 398-407; along with the corresponding job descriptions and pay grades, within the Fire and EMS Departments, is hereby approved.

Section 2. And incorporating the foregoing actions into the Marion County classification plan.

Section 3. Effective Date. This resolution shall take effect May 22, 2021.

DULY RESOLVED this 18th Day of May, 2021.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

_____
GREGORY C. HARRELL, CLERK

_____
JEFF GOLD, CHAIRMAN

Action	Current Fund	Current Split	Position#	Current Title	Current Pay Grade	Current Salary	Current Loaded Salary	New Dept#	Proposed Split	Proposed New Title	Proposed Pay Grade	Proposed Unloaded Salary	Proposed Loaded Salary	Difference Loaded
Reclass	EF300522	100%	10978	Division Chief	460	$111,196.80	$164,321.06	EF300522	100%	Deputy Chief	470	$ 117,873.60	$173,524.45	$9,203.39
Reclass	AA305526	100%	10169	Division Chief	460	$119,974.40	$176,420.54	AA305526	100%	Deputy Chief	470	$ 127,171.20	$186,345.01	$9,924.47
Recalss	EF300522	100%	11225	Battalion Chief	450	$90,001.60	$135,099.83	EF300522	100%	Division Chief	460	$ 100,006.40	$148,893.41	$13,793.58
Reclass	EF300522	100%	11234	Battalion Chief	450	$97,760.00	$145,794.19	EF300522	100%	Division Chief	460	$ 103,625.60	$153,881.46	$8,087.27
Reclass	EF300522	100%	11123	Firefighter	398-407	$67,218.84	$103,668.67	EF300522	100%	Battalion Chief	450	$ 90,001.60	$135,099.83	$31,431.16
Reclass	EF300522	100%	11149	Firefighter	398-407	$63,636.04	$98,747.90	EF300522	100%	Battalion Chief	450	$ 90,001.60	$135,099.83	$36,351.93
Delete	EF300522	100%	11027	Firefighter	398-407	$87,586.00	$131,767.81						$0.00	-$131,767.81

Impact to Budget:

Fire Fund:
EEF30522 **-$32,900.48**
EMS Fund:
AA305526 **$9,924.47**

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3149 **Agenda Date:** 5/18/2021 **Agenda No.:** 7.6.2.

SUBJECT:
Request Approval of a Resolution for the Deletion of Two (2) Business Services Specialist Positions, Pay Grade 14; the Creation of One (1) Vendor Liaison Position, Pay Grade 20; the Reclassification of One (1) Projects Coordinator I Position, Pay Grade 18, to One (1) Procurement Supervisor, Pay Grade 21, One (1) Business Services Specialist Position, Pay Grade 14, to One (1) Fiscal Analyst, Pay Grade 20, and One (1) Business Services Specialist Position, Pay Grade 14, to One (1) Administrative Business Specialist, Pay Grade 18, Within the Procurement Services Budget AA176513 (Budget Impact - Savings of $19,394)

INITIATOR:
Amanda Tart, Director

DEPARTMENT:
Human Resources

DESCRIPTION/BACKGROUND:
Procurement Services is requesting a reorganization of the department in order to meet some of the goals set in the five (5) year operational plan. This reorganization is made possible through the efficiencies created as a direct result of the Tyler Munis implementation. These efficiencies will allow them to delete two (2) Business Services positions, create one (1) Vendor Liaison position, reclassify one (1) Projects Coordinator I position and two (2) Business Services Specialists.

One goal in the Procurement Services' five (5) year operational plan was to create a dedicated Vendor Liaison position. This position will work with various community groups to develop and maintain vendor relationships, hold training sessions, speak to various groups and form a regional purchasing group. In addition, this position would develop internal training for department staff.

With these changes, they are proposing to reclassify the Projects Coordinator I position to a Procurement Supervisor. This position would directly supervise the remaining five (5) Business Services Specialists and fill in for the Purchasing Manager as needed. It will also perform specialized Business Services Specialist duties as they relate to capital projects, sales tax projects, and other complex transactions.

The Procurement Services' five (5) year operational plan included creating a countywide spend analysis program. This reorganization will allow us to do this with the reclassification of one of the Business Services Specialists into a Fiscal Analyst. In addition to creating the spend analysis program, this position will be part of the Tyler Enterprise Resource Planning (ERP) team and assist in developing and managing ongoing training programs and implementation of new modules.

The Administrative Business Specialist will be tasked with overseeing the purchasing card program, handling payroll, and other Human Resources paperwork, as well as performing Business Services Specialist tasks as needed.

BUDGET/IMPACT:
Savings of $19,394

RECOMMENDED ACTION:
Motion to approve the attached Resolution for the deletion of two (2) Business Services Specialist positions, pay grade 14; the creation of one (1) Vendor Liaison position, pay grade 20; the reclassification of one (1) Projects Coordinator I position, pay grade 18, to one (1) Procurement Supervisor, pay grade 21, one (1) Business Services Specialist position, pay grade 14, to one (1) Fiscal Analyst, pay grade 20, and one (1) Business Services Specialist position, pay grade 14, to one (1) Administrative Business Specialist, pay grade 18, within the Procurement Services Budget AA176513.

RESOLUTION 21 R-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF DELETION OF TWO (2) BUSINESS SERVICES SPECIALIST POSITIONS, PAY GRADE 14; CREATION OF ONE (1) VENDOR LIAISON POSITION, PAY GRADE 20; RECLASSIFICATION OF ONE (1) PROJECTS COORDINATOR I POSITION, PAY GRADE 18, TO ONE (1) PROCUREMENT SUPERVISOR, PAY GRADE 21, AND ONE (1) BUSINESS SERVICES SPECIALIST POSITIONS, PAY GRADE 14, TO ONE (1) FISCAL ANALYST, PAY GRADE 20, AND ONE (1) BUSINESS SERVICE SPECIALIST POSITION, PAY GRADE 14, TO ONE (1) ADMINISTRATIVE BUSINESS SPECIALIST, PAY GRADE 18, WITHIN THE PROCUREMENT SERVICES BUDGET AA176513; ALONG WITH THE CORRESPONDING JOB DESCRIPTIONS AND PAY GRADES AND INCORPORATING THE FOREGOING ACTIONS INTO THE MARION COUNTY CLASSIFICATION PLAN.

WHEREAS, it is required that all changes to the Classification and Pay Plan must be accomplished through Board approval and resolution; and

WHEREAS, the job description and pay grade for the positions of Purchasing Supervisor, Vendor Liaison, Fiscal Analyst and Administrative Business Specialist are not current positions within the Marion County Classification Plan; and

WHEREAS, it is the desire of the Board of County Commissioners of Marion County, Florida, to provide for the deletion of two (2) Business Services Specialist positions, creation of one (1) Vendor Liaison position, reclassification of one (1) Projects Coordinator I position and two (2) Business Services Specialist positions in order to effectuate the proper and efficient administration of Marion County Human Resources as specifically provided for in this Resolution.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Marion County, Florida, as follows:

Section 1. The deletion of two (2) Business Services Specialist positions, pay grade 14; creation of one (1) Vendor Liaison position, pay grade 20, reclassification of one (1) Projects Coordinator I position, pay grade 18, to one (1) Procurement Supervisor, pay grade 21; reclassification of one (1) Business Services Specialist position, pay grade 14 to one (1) Fiscal Analyst, pay grade 20; and reclassification of one (1) Business Services Specialist position, pay grade 14 to one (1) Administrative Business Specialist, pay grade 18; along with the corresponding job descriptions and pay grades, within the Procurement Services Department, is hereby approved.

Section 2. And incorporating the foregoing actions into the Marion County classification plan.

Section 3. Effective Date. This resolution shall take effect May 22, 2021.

DULY RESOLVED this 18th Day of May, 2021.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

_____
GREGORY C. HARRELL, CLERK

_____
JEFF GOLD, CHAIRMAN

VENDOR LIAISON

MAJOR FUNCTION

This is a professional position assisting and managing vendors, a local purchasing cooperative, and internal and external customers and community efforts. This person serves as a projects and department liaison, assisting in representing Marion County community-wide including state and local interests.

ESSENTIAL FUNCTIONS

The following statements describe the principal functions of this job and its scope of responsibility, but should not be considered an all-inclusive listing of work requirements. Individuals may perform other duties as assigned. The omission of specific statements does not preclude management from assigning specific duties not listed if such duties are needed for the effective and efficient management of the County. Work is performed under the direction of Procurement Manager and Director and performance is reviewed through conferences, reports submitted, evaluation of accomplishments and the efficiency and effectiveness of the results obtained.

- Provides and assists in representation of Marion County community wide, and also includes state and local interests.
- Prepares presentations and other related materials as needed.
- Prepares agenda items, as needed.
- Prepares written reports containing findings, conclusions, and recommendations pertaining to the management and operation of current and future Procurement Vendor Liaison needs.
- Develops cooperation and support with outside agencies and other departments.
- Maintains/updates Procurement website.
- Works on committees with Procurement to promote educational events of interest to industries and groups related the mission of Procurement.
- Develops graphics for the use in Vendor Liaison Programs.
- Maintains/updates Procurement social media.
- Actively participates in the coordination and the preparation and supervision of assigned projects.
- Oversees the plans and implementation of activities and the programs of Procurement, ensuring compliance with adopted rules and regulations.
- Monitors federal, state, and local laws, rules and regulations governing local Procurement and ensures those laws are disseminated to local community vendors.
- Meets regularly with department directors/managers to discuss status of projects, programs, plans, resolve problems and related issues affecting Procurement.
- Establishes objectives and associated goals designed to achieve the most effective and efficient operation possible.
- Establishes and maintains effective and positive relationships within the community.
- Functions as a Vendor liaison for issues resolution.
- Attends conferences, public/community meetings, board or professional meetings as may be directed or necessary.
- Serves as a projects/department liaison and conducts meetings, presentations and problem solving involving assigned projects, e.g. vendors, other local governments, the public.

SECONDARY FUNCTIONS

- Performs other duties as assigned.
- Attendance at night, after hours, or weekend meetings may be required.

CUSTOMER SERVICE

This position requires excellent customer service to members of the public and other County employees. Personal contact occurs with other employees of the unit, employees of other departments in the County, consultants, contractors, administrators, public officials, citizens, and customers of the department. Service is provided in person and by phone contact.

SUPERVISION

General direction and policy guidance is received from the Department Director. Day to day operations require the exercise of considerable independent action, initiative and judgment. Work is reviewed through conferences, observation of results obtained, programs, reports, and recommendations from Manager and Director.

EDUCATION, EXPERIENCE, LICENSES, AND CERTIFICATIONS

Education and Experience

Graduation from an accredited educational institution with at least an Associates degree in Telecommunications, Public Relations, or a related field or 3 years government experience or an equivalent.

Licenses

Possession of a valid Florida Driver's License.

JOB SKILLS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements are representative of the required knowledge, skills and abilities.

Language Skills

- Must have excellent writing skills.
- Ability to read, analyze, and interpret the needs of various entities and respond accordingly.
- Ability to prepare business correspondence and teaching materials.
- Ability to speak proficiently before the public.
- Ability to respond to common inquiries, local government employees, or members of the business community.
- Ability to effectively present information to vendors and/or local government employees.

Mathematical Skills

- Ability to apply mathematical concepts to practical operations or situations.

Problem Solving Abilities

- The ability to apply principles of logical or scientific thinking to a wide range of intellectual and practical problems.

- Ability to apply common sense understanding to carry out simple instructions furnished in written, oral or diagram form.

Specialized Skills and Abilities

- Strong organizational skills and ability to clearly and concisely communicate orally and in writing. Must be able to manage several projects concurrently and have the ability to meet multiple deadlines.
- Must be able to effectively manage and pursue work opportunities with minimal supervision.
- Ability to speak effectively before groups and to exercise sound judgement and tact.
- Ability to prepare brochures and flyers, as well as meet agendas, and a variety of training documents.
- Ability to maintain and actively submit to social media sites and update website.
- Requires the ability to read and/or prepare a variety of forms and documents including schedules.
- Ability to establish and maintain good working relationships with outside agencies.
- Ability to remain calm in stressful situations.
- Ability to take a teamwork approach to the job by cooperating with others, offering to help others when needed, and considering larger organization or team goals rather than individual concerns. Includes the ability to build a constructive team spirit where team members are committed to the goals and objectives of the team.

Machines and Equipment

This employee will be required to operate a computer, calculator, telephone, fax machine, copy machine, and other general office equipment in the completion of the tasks of the position.

PHYSICAL DEMANDS

While performing the duties of this job, the employee will occasionally be required to stand, walk, reach with hands and arms, stoop, kneel, crouch or crawl; and will regularly be required to sit, use hands to finger, handle, or feel and frequently talk or hear.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job in a typical indoors office environment. The noise level for this job is quiet but may involve frequent interruptions where noise level will be moderate.

Established: 05/2021	Category: 2
Pay Grade: 20	Status:NE
Job Description Number: 2221	Revised:

PROCUREMENT SUPERVISOR

MAJOR FUNCTION

This is a professional position acting as a lead for other Business Service Specialists performing same functions. This position is responsible for addressing issues as they arise and assist in the development of policies and procedures for the accounting functions within the department.

ESSENTIAL FUNCTIONS

The following statements describe the principal functions of this job and its scope of responsibility, but should not be considered an all-inclusive listing of work requirements. Individuals may perform other duties as assigned, including working in other functional areas to cover absences or relief, to equalize peak work periods or otherwise to balance the work load.

- Acts as a lead for all Business Services Specialists to ensure procedures and policies are followed.
- Processes all assigned department invoices while maintaining Accounts Payable ledger of all accounts.
- Trouble shoots problems, answers questions, and makes decisions brought forward by other Business Services Specialists.
- Assists in developing new policies and procedures for accounting functions within the department.
- Tracks purchases in process to ensure timely receipt and within procurement policies.
- Prepares and processes requisitions as needed for a large number of departments.
- Ensures departments are following procurement ordinance.
- Tracks staff hours, vacation time and sick time. Ensures office is covered and work is processed timely when staff are out.
- Required to report to work at the appointed hours, as scheduled, and to work the entire assigned schedule.
- Assists with change order requests.
- Evaluation of the Business Service Specialist position.
- Collect, compile, research data for public information requests.

PROCUREMENT SUPERVISOR

- Coordinates and manages operational and administrative processes, projects, and special assignments according to the area of assignment and as directed.
- Work with Finance department to ensure efficient processes.
- Analyzes and resolves billing and accounts payable issues.
- Understands, applies and trains other personnel in the proper policies and procedures of procurement.
- Interacts with other departments and vendors to ensure proper account services.

SECONDARY FUNCTIONS

- Performs other duties as assigned.
- Conducts research, compiles and analyzes data, develops recommendations, observations, or summaries.
- Attends meetings and may serve as departmental representative at meetings.
- May act in absence of the supervisor.

CUSTOMER SERVICE

This is a front-line position for providing excellent customer service to members of the general public and other County employees. Personal contact occurs with other employees of the unit, employees of other departments in the County, consultants, contractors, administrators, public officials, citizens, and customers/clients of the department. Service is provided in person and by phone contact.

SUPERVISION

This position supervises Business Service Specialist employees and is under the direct supervision of the Procurement Manager.

PROCUREMENT SUPERVISOR

EDUCATION, EXPERIENCE, LICENSES, CERTIFICATIONS

Education and Experience.
Associates Degree in Accounting or related field and five years progressively knowledgeable and skilled government accounting experience demonstrating broad knowledge and practical experience with personal computers, standard application packages, modern office technologies, and customer service and experience in government procurement practices, or an equivalent combination of training, education and experience.

Licenses.
Possession of a valid Florida Driver License.

Certifications.
NA

JOB SKILLS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements are representative of the required knowledge, skills, and abilities.

Language Skills

- Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations.
- Ability to write reports, business correspondence, and procedure manuals.
- Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public.

Mathematical Skills

- Ability to calculate figures and amounts to such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume.
- Ability to apply concepts of basic algebra and geometry.

Problem Solving Ability

- Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists.
- Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule

form.

- Interprets complex and detailed technical data.
- May participate in development of policy, programs, plans, or procedures.
- Study manual work process to determine most effective methods as essential tasks.

Decision Making

- Works independently on broad assignments or under general directions as to scope of objectives.
- Responsible for planning and performance with no guidance or assistance on professional aspects of the work except under unusual circumstances or conditions.

Specialized Skills and Abilities

- Strong knowledge of computers; Microsoft Applications, e-mail, data entry, internet.
- Ability and flexibility to handle own workload as well as delegate additional items.
- Ability to change direction in a minutes' notice.
- Ability to communicate within County as well as Vendors and general public.
- Understanding of procurement policies, procedures, and ordinance.

Machines and Equipment

This employee will be required to operate a computer, calculator, telephone, fax machine, copy machine, and other general office equipment in the completion of the tasks of the position.

PHYSICAL DEMANDS

While performing the duties of this job, the employee will occasionally be required to stand, walk, reach with hands and arms, stoop, kneel, crouch, or crawl; and will regularly be required to sit, use hands to finger, handle, or feel, and frequently talk or hear. Vision requirements include color vision.

PROCUREMENT SUPERVISOR

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. While performing the duties of this job, the employee will occasionally be required to work in wet or humid conditions. The noise level for this environment is quiet.

Established: 05/2021	Category: 2
Pay Grade: 21	Status: E
Job Description Number: 2119	Revised:

ADMINISTRATIVE BUSINESS SERVICES SPECIALIST

MAJOR FUNCTION

Professional accounting, purchasing and inventory work involving the maintenance, review, processing of financial records for a variety of departments. This classification performs advanced and complex work in maintaining the assigned projects, processes, and tracking and reporting requirements of the assigned department. Essential functions as outlined herein are performed according to the assignment area.

ESSENTIAL FUNCTIONS

The following statements describe the principal functions of this job and its scope of responsibility and should not be considered an all-inclusive listing of work requirements. Individuals may perform other duties as assigned, including working in other functional areas to cover absences or relief, to equalize peak work periods, or otherwise to balance the work load.

- Responsible for establishing and maintaining official documents and records in appropriate files.
- Balances and reconciles accounts receivable ensuring that information is consistent and accurate between financial systems.
- Maintains Suntrust and trouble shoots problems, answers questions, and makes decisions brought forward by other Specialists and purchase card holders.
- Researches and resolves all receivable and payable problems. Work closely with vendors and departments to correct any disputes for quick resolution.
- Assists with monitoring of the budget and processing budget amendment requests.
- Prepares researches, maintains, and monitors up to date technical information as required. Develops change methods to current procedures and monitors outcome.
- Maintains a pleasant cooperative attitude with co-workers. Maintains a professional appearance and grooming and dresses consistent with department image.
- Takes phone calls and answers any questions from departments or vendors in regards to invoice payments.
- Processes requisitions and other purchasing tasks according to established procedures.
- Required to report to work at the appointed hour, as scheduled, and to work the entire assigned schedule.

- Processes all invoices for accounts payable; maintains an accounts payable ledger of all accounts in computer.
- Performs office management related to establishing filing systems, processing personnel records.
- Oversees preparation of payroll and resolves problems as necessary.
- Frequently processes correspondence of a sensitive or confidential nature.
- Proofreads copy and corrects drafts for grammar, punctuation, and spelling in order to produce error-free work.
- Develops and maintains computerized internal tracking system for all purchases
- Maintains and reconciles computerized inventory; ensures supplies are properly coded to correct accounts.
- Oversees proper maintenance of control files of matters in progress and follows up to ensure that actions are completed.
- Provides information within scope of knowledge or refers customers to appropriate individuals.
- Works directly with departments to ensure all departmental accounting goals are met in a timely and consistent manner. Develops and maintains computerized internal fiscal tracking system. Manages all files and records, keeping accurate and detailed folders on each projects, to include contracts, requests for information, permits, draw requests, change orders, etc.
- Tracks purchases in process to ensure timely receipt, matching to purchase order, and receipt of correct orders.
- Supports the organization's guiding principles and core values.
- Maintains usage report for historical tracking for the purpose of ensuring proper inventory and supply levels at all times.
- Prepares requisitions, change orders, procurement card reconciliation reports, budget amendments and other accounting, purchasing and inventory paperwork as necessary.
- Supports the organization's guiding principles and core values.

SECONDARY FUNCTIONS

- Performs additional assignments as directed.

ADMINISTRATIVE BUSINESS SERVICES SPECIALIST

CUSTOMER SERVICE

This is a front-line position for providing excellent customer service to members of the general public and other County employees. Personal contact occurs with other employees of the unit, employees of other departments in the County, consultants, contractors, administrators, public officials, citizens, and customers/clients of the department. Service is provided in person and by phone contact, through email and faxing.

SUPERVISION

Often functions as a lead worker in small and large groups of employees. May review the work product of others. Provides guidance, advice, and assistance to others on work assignments. Provides work direction.

EDUCATION, EXPERIENCE, LICENSES, CERTIFICATIONS

Education and Experience

Associates Degree in Accounting or related field and five years progressively knowledgeable and skilled government accounting experience demonstrating broad knowledge and practical experience with personal computers, standard application packages, modern office technologies, and customer service and experience in government procurement practices, or an equivalent combination of training, education and experience.

Licenses

Possession of a valid Florida Driver License.

JOB SKILLS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements are representative of the knowledge, skills, and ability required.

Language Skills

- Ability to read, analyze, and interpret highly complex documents.
- Ability to respond effectively to the sensitive inquiries or complaints.
- Ability to write concise meeting summaries, minutes and short reports.
- Ability to communicate effectively with elected officials and members of the public.

Mathematical Skills

- Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume.

- Ability to apply concepts such as fractions, percentages, ratios, and proportions.

Problem Solving Ability

- Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists.
- Ability to interpret a variety of instructions in written, oral, diagram, or schedule form.
- Interprets complex and detailed technical data.
- Can explain records, procedures to others as lead worker.
- Ability to participate in development of policy, programs, plans, or procedures.
- Studies manual work process to determine most effective methods for essential tasks.

Specialized Skills and Abilities

- Requires knowledge of the field of assignment, sufficient to perform thoroughly and accurately the responsibility illustrated by the above job duties.
- Thorough knowledge of policies and procedures of the County.
- Ability to work efficiently and accurately in an atmosphere of frequent interruption.
- Dexterity, speed, and accuracy in use of office equipment.
- Ability to perform secretarial and clerical duties with speed and accuracy without immediate and constant supervision.
- Ability to learn, interpret, and apply local ordinances and resolutions.
- Strong working knowledge of computers and other office equipment.
- Strong organizational skills and ability to prioritize to meet established deadlines.
- Skill in the interpretation and application of business English, grammar, spelling, diction, style and punctuation.
- Ability to supervise and train division clerical support staff.
- Ability to work independently and to carry out assignments to completion with minimum instructions, adhere to prescribed routines and practices, maintain records, and to make reports requiring accuracy.
- Ability to remain calm in stressful situations.
- Ability to take a teamwork approach to the job by cooperating with others, offering to help

others when needed, and considering larger organization or team goals rather than individual concerns. Includes the ability to build a constructive team spirit where team members are committed to the goals and objectives of the team.

Machines and Equipment

This employee will be required to operate a computer, calculator, telephone, fax machine, copy machine, and other general office equipment in the completion of the tasks of the position.

PHYSICAL DEMANDS

While performing the duties of this job, the employee will occasionally be required to stand, walk, reach with hands and arms, stoop, kneel, crouch, or crawl; and will regularly be required to sit, use hands to finger, handle, or feel, and frequently talk or hear. Vision requirements include color vision.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. The noise level for this environment is moderate. Majority of all work is performed inside an office. Job functions are performed during the regular working day, however, may require night or weekend meetings or in-state travel.

Established: 05/2021	Category: 6
Pay Grade: 18	Status: NE
Job Description Number: 6059	Revised:

	Dept#	Position #	Job Class	Vacant/Filled	Current Pay Grade	Current Title	Current Unloaded Salary	Current Loaded Salary	Proposed Pay Grade	Proposed New Title	Proposed Unloaded Salary	Proposed Loaded Salary	Difference Loaded
Delete	AA176513	10081	6208	Vacant	14	Business Services Specialist	$34,611	$52,037	0	N/A	$0	$0	-$52,037
Delete	AA176513	10080	6208	Vacant	14	Business Services Specialist	$34,611	$52,037	0	N/A	$0	$0	-$52,037
New	AA176513	TBA	2221	N/A	N/A	N/A	$0	$0	20	Vendor Liaison	$45,885	$65,400	$65,400
Reclass	AA176513	10067	3090	Filled	18	Projects Coordinator I	$45,885	$65,400	21	Procurement Supervisor	$48,630	$68,655	$3,255
Reclass	AA176513	10073	6208	Filled	14	Business Services Specialist	$36,920	$54,773	20	Fiscal Analyst	$45,885	$65,400	$10,627
Reclass	AA176513	10078	6208	Filled	14	Business Services Specialist	$37,440	$55,391	18	Administrative Business Specialist	$41,995	$60,789	$5,398
											Budget Impact		-$19,394

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3151 **Agenda Date:** 5/18/2021 **Agenda No.:** 7.6.3.

SUBJECT:
Request Approval of a Resolution for the Reclassification of One (1) Traffic Maintenance Technician Position, Pay Grade 8-11 to One (1) Traffic Sign Shop Technician, Pay Grade 16, Within the Office of the County Engineer Transportation Maintenance Fund (BL400541) (Budget Impact - Expenditure of $8,306)

INITIATOR:
Amanda Tart, Director

DEPARTMENT:
Human Resources

DESCRIPTION/BACKGROUND:
Currently the Office of the County Engineer has one (1) employee fabricating signs from basic materials (colored film, sign backing, etc.) in their Sign Shop. The fabrication process has evolved over the years from cutting printed letters/numbers to a more computer based graphics system, which has improved efficiencies and increased complexities of the fabrication process. The Office of the County Engineer maintains approximately 90,000 signs across Marion County; therefore, there is a continual need to provide maintenance of the existing network and keep up with additions to the same.

Providing this reclassification allows staff to take advantage of the increased efficiencies provided from the computer based graphics system.

BUDGET/IMPACT:
Expenditure of $8,306 in the Transportation Maintenance Fund (BL400541)

RECOMMENDED ACTION:
Motion to approve the reclassification of one (1) Traffic Maintenance Technician, pay grade 8-11 to one (1) Traffic Sign Shop Technician, pay grade 16 within the Office of the County Engineer.

RESOLUTION 21 R-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF RECLASSIFICATION OF ONE (1) TRAFFIC MAINTENANCE TECHNICIAN, PAY GRADE 8-11 TO ONE (1) TRAFFIC SIGN SHOP TECHNICIAN, PAY GRADE 16; WITHIN THE OFFICE OF THE COUNTY ENGINEER BUDGET BL400541; ALONG WITH THE CORRESPONDING JOB DESCRIPTIONS AND PAY GRADES AND INCORPORATING THE FOREGOING ACTIONS INTO THE MARION COUNTY CLASSIFICATION PLAN.

WHEREAS, it is required that all changes to the Classification and Pay Plan must be accomplished through Board approval and resolution; and

WHEREAS, the job description and pay grade for the positions of Traffic Sign Shop Technician is not current positions within the Marion County Classification Plan; and

WHEREAS, it is the desire of the Board of County Commissioners of Marion County, Florida, to provide for the reclassification of one (1) Traffic Maintenance Technician position, pay grade 8-11 to one (1) Traffic Sign Shop Technician position, pay grade 16 in order to effectuate the proper and efficient administration of Marion County Human Resources as specifically provided for in this Resolution.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Marion County, Florida, as follows:

Section 1. The reclassification of one (1) Traffic Maintenance Technician position, pay grade 8-11 to one (1) Traffic Sign Shop Technician position, Pay grade 16 along with the corresponding job descriptions and pay grades, within the Office of the County Engineer, is hereby approved.

Section 2. And incorporating the foregoing actions into the Marion County classification plan.

Section 3. Effective Date. This resolution shall take effect May 22, 2021.

DULY RESOLVED this 18th Day of May, 2021.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

ATTEST:

_____
GREGORY C. HARRELL, CLERK

_____
JEFF GOLD, CHAIRMAN

TRAFFIC SIGN SHOP TECHNICAN

MAJOR FUNCTION

This is a technical and skilled position that primarily involves the fabrication, installation and inventory control of signs along County maintained roads; and/or assists others with completion of assigned traffic related duties foregoing compliance with Federal, State, and County regulations. This position shall program short and long term sign and material needs for production as well as inventory needs. Work in this class is distinguished from other classes by its emphasis on the performance of the fabrication and inventory management of traffic signs and materials.

ESSENTIAL FUNCTIONS

The following statements describe the principal functions of this job and its scope of responsibility, but should not be considered an all-inclusive listing of work requirements. Individuals may perform other duties as assigned, including working in other functional areas to cover absences or relief,to equalize peak work periods or otherwise to balance the workload.

- Fabricates regulatory and other specialty signs in the on-site Sign Shop as well as providing inventory control of Sign Shop materials and signs. Such fabrication involves computer based programming, manual assembly as well as printing functions.

- Provide inventory control of sign making materials as well as manufactured ready to use signs.

- Provide specification writing and analysis of material for the fabrication of signs making materials as well as pre-fabricated signs.

- Performs administrative functions such as digital work orders, service requests and other paperwork as needed. Maintains files and records as well as documents associated with the preparation of invoices and quotes.

- Will be required to learn and utilize various types of electronic and/or manual recording and information systems used by the Office of the County Engineer or related units.

- Ability to read and interpret engineering drawings and blueprints pertaining to signs and other traffic control devices.

- Knowledge of the Manual on Uniform Traffic Control Devices (MUTCD), relating to traffic signs and traffic control devices.

- Interpret simple plans and sketches as well as technical specifications.

- Evaluates, installs, repairs, and maintains traffic signs and other traffic control devices in the field.

- Must drive pickup trucks, larger trucks, and forklift used in various Traffic Division operations.

- May be required to work a rotating 24-hour, 7-day "on-call" shift to provide emergency coverage for department (after training and demonstrating competence).
- Required to report to work at the appointed hour, as scheduled, and to work the entire assigned schedule.
- May temporarily serve the role of a Traffic Supervisor, in the absence of one.

SECONDARY FUNCTIONS

- Performs other duties as assigned.
- Trains other staff on the proper methods and procedures for fabricating, erecting, and installing traffic signs.

CUSTOMER SERVICE

This is a front-line position for providing excellent customer service to members of the general public and other County employees. Personal contact occurs with other employees of the unit, employees of other departments in the County, citizens, and customers of the department. Service is provided in person, electronically including email or by phone contact.

SUPERVISION

This position has no direct supervisory responsibilities of personnel related matters; however, the individual filling this position will serve as the lead worker on assignments involving activities in the Sign Shop as well as with Traffic Maintenance Technicians as needed.

EDUCATION, EXPERIENCE, LICENSES AND CERTIFICATIONS

High School diploma; Intermediate Maintenance of Traffic Certificate; Class E Drivers License (or better); NIMS IS-100, IS-200, IS-700, and IS-800 (within 12 months of hire); IMSA Sign and Pavement Markings Technician Level II (Level III within 18 months of hire); at least 5 years of experience with traffic signs installation and fabrication.

JOB SKILLS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements are representative of the required knowledge, skills, and abilities.

Language Skills

- Ability to read and interpret documents such as safety rules, operating and

maintenance instructions, and procedure manuals.

- Ability to write routine reports and correspondence.
- Ability to speak effectively before groups of customers or employees of organization.

Mathematical Skills

- Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.
- Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

Problem Solving Ability

- Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.
- Ability to deal with problems involving several concrete variables in standardized situations.
- Requires judgment regarding use of equipment, tools or material.

Specialized Skills and Abilities

- Knowledge of federal, state, and county rules and regulations for traffic striping, signs and signals operations.
- Ability to learn quickly from written, oral instructions and demonstrations. Ability to understand, remember and carry out oral and written direction.
- Ability to learn and apply safety measures.
- Knowledge of tools used in maintenance and fabrication of signs, traffic signals and traffic striping operations.
- Ability to operate all required equipment and various types of electronic and/or manual recording and information systems after appropriate period of training.
- Ability to work with minimum supervision.
- Ability to prioritize tasks and meet multiple deadlines.
- Ability to remain calm in stressful situations.
- Ability to take a teamwork approach to the job by cooperating with others, offering to help others when needed, and considering larger organization or team goals rather than individual concerns. Includes the ability to build a constructive team spirit where team members are committed to the goals and objectives of the team.

Machinery and Equipment

To accomplish the tasks of this position, the employee will be required to operate the following machines and equipment: post hole digger, personal computer including sign making software and equipment, sign roller, power tools of the trade, various hand tools of the trade, fork lift, and drive a vehicle.

PHYSICAL DEMANDS

While performing the duties of this job, the employee will regularly be required to stand, walk, sit, use hands to finger, handle, or feel, reach with hands and arms, climb or balance, stoop, kneel, crouch, or crawl, talk or hear, and lift up to one hundred pounds. Vision requirements are close, distance, color, and peripheral vision, depth perception, and ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. While performing the duties of this job, the employee will occasionally be exposed to wet or humid conditions, moving mechanical parts, toxic or caustic chemicals, risk of electrical shock, risk of radiation, and vibration; will regularly be exposed to high precarious places, fumes or airborne particles; and will frequently be exposed to outdoor weather conditions and moving vehicular traffic. The typical noise level is moderate.

Established: 10/2009	Category:3
Pay Grade: 16	Status: NE
Job Description Number: 3108	Revised: 05/2021

Action	Current Fund	Current Split	Position#	Current Title	Current Pay Grade	Current Salary	Current Loaded Salary	New Dept#	Proposed Split	Proposed New Title	Proposed Pay Grade	Proposed Unloaded Salary	Proposed Loaded Salary	Difference Loaded
Reclass	BL400541	100%	10814	Traffic Maintenance Technician	8-11	$31,574.40	$51,415.73	BL400541	100%	Traffic Sign Shop Technician	16	$ 38,064.00	$59,721.25	$8,305.52

Impact to Budget: $8,305.52

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3044 **Agenda Date:** 5/18/2021 **Agenda No.:** 7.7.1.

SUBJECT:
Request Approval of Amendment for Extension of Public Transportation Grant Agreement with the Florida Department of Transportation (FDOT) for the Construction of T-Hangars at the Marion County Airport (Budget Impact - Neutral)

INITIATOR:
Jim Couillard, PLA, ASLA Director

DEPARTMENT:
Parks and Recreation

DESCRIPTION/BACKGROUND:
The Supplemental Joint Participation Agreement with the Florida Department of Transportation - Aviation (FDOT) is scheduled to expire June 1, 2021. The transition from the original project of Quad Box Hangars to T-Hangars significantly delayed the original timeline agreed upon by Marion County and FDOT. Marion County has requested an Amendment of the Agreement, to extend the expiration date to October 1, 2021.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to approve Amendment for Extension of Public Transportation Grant Agreement with the Florida Department of Transportation for the Construction of T-Hangars at the Marion County Airport and authorize the Chairman to execute the same.

LEGAL REQUEST MEMORANDUM (LRM)

To: ☐ Matthew Minter, County Attorney ☐ Dana E. Olesky, Chief Asst County Attorney ☐ Elizabeth Alt, Sr Asst County Attorney ☑ Russell Ward, Asst County Attorney ☐ William Harris, Asst County Attorney

From: (Name) Couillard (Last) Jim (First) (Dept) Parks & Recreation - 6120

(Title) Director (Phone) 671-8559

Signature [signature] Date ~~Friday, April 30~~ May 4, 2021

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

Pursuant to Resolution 20-R-243, the Board of County Commissioners (BCC) Approved a Public Transportation Grant Agreement with the Florida Department of Transportation (FDOT) for the construction of T-Hangars at the Marion County Airport. The Airport is requesting an extension of this funding Agreement due to delays associated with transitioning from the construction of Quad Box Hangars to T-Hangars. FDOT has provided an Amendment for Extension of Public Transportation Grant Agreement, which extends the Agreement to October 1, 2022, which must be executed by the BCC Chairman.

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

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

COMPLETION IS REQUESTED BY: *(specific date)* ASAP

Please allow for a MINIMUM of five (5) working days from receipt of LRM:

Agenda Item? ☑ Yes ☐ No

Agenda Deadline Date: Friday, May 7, 2021 Agenda Date: Tuesday, May 18, 2021

LRM No. 2021-352 DO NOT COMPLETE - Office of the County Attorney use ONLY

Outcome: Date Received:

Initial comments sent 5/4/21

See attached

Attorney Signature: R Ward Date 5/5/21

Staff Signature: Debra Veachy (Completed) Returned: ☑ Department ☐ Admin ☐ Procurement

5/5/2021

Rev 12/21/17

Ward, Russell

From: Ward, Russell
Sent: Tuesday, May 4, 2021 9:28 AM
To: Couillard, Jim
Subject: LRM 2021-352 Amendment for Extension of Public Transportation Grant Agreement

Good morning Jim,

I have no legal concerns about this document so long as it it has the right contract number and financial management number.

If FDOT drafted it, I do not see a real need to ask them to alter it, but I will note here that when a date is in the format of "on the ___ day of ____, 2021," the date number should be an ordinal number. Similarly, the justification for the delay is phrased in the form of a narrative, rather than a list of reasons. It does not agree with the first sentence of the paragraph. Also, the first sentence is not grammatical as it does not have a subject.

I do not see this as a legal impediment to the agreement, but I wanted to note these style issues.

Sincerely,

Russell

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

AMENDMENT FOR EXTENSION OF PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-04
STRATEGIC
DEVELOPMENT
OGC 02/19

DATE: 5/3/21

TO: Mike Grawe
Marion County Airport

FROM: Allison McCuddy

CONTRACT NUMBER: G0J49

AMENDMENT NUMBER: 1

FINANCIAL MANAGEMENT NUMBER: 437011-1

The Public Transportation Grant Agreement ("Agreement") between the Florida Department of Transportation ("Department") and Marion County Airport ("Agency"), dated 05/25/2017, is scheduled to expire on the 1 day of June, 2021.

The Agency requests an Amendment of the Agreement, to extend the end date of the Agreement to the 1 day of October, 2022, for additional time to complete the Project for the following reasons: Recently requested a "program transition" for the FDOT funding associated with a Jet Port, Quad Box hangar project. Marion County identified a significantly higher-demand for T-hangars and the FDOT positively agreed these would better suit the needs of X35. This program transition had temporarily slowed our progress; however, we completed 100% design and put the project out for bid. Bids closed on April 1, 2021. All specs are configured and we are ready to mobilize for construction. Marion County is requesting an extension of this funding to October 1, 2022. We currently have 108 aviators on our wait-list for a t-hangar and are confident that we will fill the 20 new units included in this program immediately. Extending this program will greatly enhance X35's impact to Florida's general aviation community and increase the airport's capabilities for future improvements.

The Department agrees to the requested extension of the Agreement. All of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment on _____ (to be completed by Department).

Agency: Marion County Board of County Commissi

By: _____

Name: _____

Title: _____

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name: _____

Title: _____

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

_____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

AMENDMENT FOR EXTENSION OF PUBLIC TRANSPORTATION GRANT AGREEMENT

Form 725-000-04
STRATEGIC DEVELOPMENT
OGC 02/19

DATE: 5/6/21

TO: Mike Grawe
Marion County Airport

FROM: Allison McCuddy

CONTRACT NUMBER: G0J49

AMENDMENT NUMBER: 1

FINANCIAL MANAGEMENT NUMBER: 437011-1

The Public Transportation Grant Agreement ("Agreement") between the Florida Department of Transportation ("Department") and Marion County Airport ("Agency"), dated 05/25/2017, is scheduled to expire on the 1 day of June, 2021.

The Agency requests an Amendment of the Agreement, to extend the end date of the Agreement to the 1 day of October, 2021, for additional time to complete the Project for the following reasons: Recently requested a "program transition" for the FDOT funding associated with a Jet Port, Quad Box hangar project. Marion County identified a significantly higher-demand for T--hangars and the FDOT positively agreed these would better suit the needs of X35. This program transition had temporarily slowed our progress; however, we completed 100% design and put the project out for bid. Bids closed on April 1, 2021. All specs are configured and we are ready to mobilize for construction. Marion County is requesting an extension of this funding to October 1, 2021. We currently have 108 aviators on our wait-list for a t-hangar and are confident that we will fill the 20 new units included in this program immediately. Extending this program will greatly enhance X35's impact to Florida's general aviation community and increase the airport's capabilities for future improvements..

The Department agrees to the requested extension of the Agreement. All of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment on _____ (to be completed by Department).

Agency: Marion County Board of County Commissi

By: _____

Name: _____

Title: _____

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____

Name: _____

Title: _____

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

_____

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3042 **Agenda Date:** 5/18/2021 **Agenda No.:** 7.7.2.

SUBJECT:
Request Approval of Public Transportation Grant Agreement with the Florida Department of Transportation (FDOT) and Resolution Approving Additional Grant Funds for the Construction of T-Hangars at the Marion County Airport (Budget Impact - Revenue of $1,500,000)

INITIATOR:
Jim Couillard, PLA, ASLA Director

DEPARTMENT:
Parks and Recreation

DESCRIPTION/BACKGROUND:
Pursuant to Resolution 20-R-243, the County previously entered into Supplemental Joint Participation Agreement Number 2 (SJPA2) with the Florida Department of Transportation - Aviation (FDOT) providing for grant funds to pay 80% of the total project cost to construct twenty (20) T-Hangars at the Marion County Airport. The total project cost was $958,210 of which FDOT offered funding in the amount of $766,568. Marion County was responsible for 20% of the total project cost, which is $191,642.

FDOT has awarded an additional grant funded through a Public Transportation Grant Agreement in the amount of $1,500,000 to assist Marion County in addressing project cost increases; total FDOT grant awarded $2,266,568. The total project cost to complete this project is $2,813,923. FDOT is providing grant funding for 80% of this cost, which is $2,203,938. Marion County is required by FDOT to pay a match of 20% of this cost, which is $609,985. Marion County is also responsible for paying $47,204 which is the residual expense associated with the design of the former Quad Box Hangar project.

As with previous grant agreements with FDOT, a Resolution authorizing the Chairman to execute said grant agreement is required as part of the grant approval process.

BUDGET/IMPACT:
Revenue of $1,500,000 for T-Hangar project MAC000005

RECOMMENDED ACTION:
Motion to approve Public Transportation Grant Agreement with the Florida Department of Transportation and Resolution approving additional grant funds for the Construction of T-Hangars at the Marion County Airport and authorize the Chairman and Clerk to execute the same.

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3043 **Agenda Date:** 5/18/2021 **Agenda No.:** 7.7.3.

SUBJECT:
Request Approval of Resolution Approving the Use of an Interest Free Loan from the Parks and Recreation Fees Fund to the Marion County Airport and Repayment Plan (Budget Impact - Neutral)

INITIATOR:
Jim Couillard, PLA, ASLA Director

DEPARTMENT:
Parks and Recreation

DESCRIPTION/BACKGROUND:
The Marion County Board of County Commissioners approved the construction of twenty (20) T-Hangars at the Marion County Airport at a total project cost of $2,813,923 of which Florida Department of Transportation (FDOT) has offered to pay 80% in grant funds in the amount of $2,203,938.40. The County is required to pay 20% of the total project cost, which is $609,985. Included in Marion County's obligation is the cost to design the former Quad Box Hangars, which is $47,204.

The Marion County Airport budget includes $373,643, allocated as matching grant funds. An additional $236,342 is required to meet the FDOT grant match requirements of which the Airport requests the use of an interest free loan from the Parks and Recreation Fees fund. The Airport revenue projection for the additional T-Hangars will increase the Airport's annual revenue by $70,000, based on the current fee schedule.

The Airport shall make annual payments back to the Parks and Recreation Fees fund in the amount of $35,000, starting in Fiscal Year 2023. The total loan amount shall be repaid in full by Fiscal Year 2030.

BUDGET/IMPACT:
Neutral

RECOMMENDED ACTION:
Motion to approve Resolution approving the use of an interest free loan from the Parks and Recreation Fees fund to the Marion County Airport and repayment plan and authorize the Chairman and Clerk to execute the same.

LEGAL REQUEST MEMORANDUM (LRM)

To: ☐ Matthew Minter, County Attorney ☐ Dana E. Olesky, Chief Asst County Attorney ☐ Elizabeth Alt, Sr Asst County Attorney ☑ Russell Ward, Asst County Attorney ☐ William Harris, Asst County Attorney

From: (Name) Couillard (Last) Jim (First) (Dept) Parks & Recreation - 6120

(Title) Director (Phone) 671-8559

Signature _____ Date Friday, April 30, 2021

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 the attached description of request.

Additionally attached:
1. Resolution - Authority to Execute Agreement
2. Exhibit A (Public Transportation Grant Agreement)
3. Resolution - Repayment to Fees Fund
4. Resolution 20-R-243

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

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

COMPLETION IS REQUESTED BY: *(specific date)* ASAP

Please allow for a MINIMUM of five (5) working days from receipt of LRM:

Agenda Item? ☑ Yes ☐ No

Agenda Deadline Date: Friday, May 7, 2021 Agenda Date: Tuesday, May 18, 2021

LRM No. 2021.346 DO NOT COMPLETE - Office of the County Attorney use ONLY

Outcome: Date Received:

see comments attached.
~~Resolutions~~
Approved as to form.

Attorney Signature: _____ Date 5/5/21

Staff Signature: _____ (Completed) Returned: ☑ Department ☐ Admin ☐ Procurement

5/5/2021

Rev 12/21/17

Ward, Russell

From: Cooper, Laura
Sent: Tuesday, May 4, 2021 4:51 PM
To: Ward, Russell
Cc: Couillard, Jim; Mears, Kelsey
Subject: RE: LRM 2021-346 Airport agreement

Hi Russell,

As a follow up to our conversation with Kelsey, the grant agreement is for a higher dollar amount than what it will cost to complete the project. Here is a breakdown of the grants:

437011 SJPA1 $766,568
437011 SJPA 2 no dollar change, brought agreement to 2020 (Quad Box to T-Hangar)
438430 Public Transportation Grant Agreement (to be signed by BCC) $1,500,00

Thank you for all of your help wit this!

Laura Cooper
Administrative Services Coordinator
Parks & Recreation
"It Starts in Parks!"

Marion County Board of County Commissioners
111 SE 25 Ave, Ocala, FL 34471
Main: 352-671-8560

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From: Ward, Russell <Russell.Ward@marionfl.org>
Sent: Tuesday, May 4, 2021 12:53 PM
To: Cooper, Laura <Laura.Cooper@marionfl.org>
Cc: Couillard, Jim <jim.couillard@marionfl.org>
Subject: RE: LRM 2021-346 Airport agreement

Thank you Laura,

I just need to account for where in the agreements FDOT agrees to pay $2,203,938.40 towards a total project cost of $2,813,923, with the County paying $609,985. I am walking through what they say and just want to make sure I get them right.

Exhibit A to the Resolution, the FDOT Public Transportation Grant Agreement, which appears to be dated 02/20, states:

1. On page 3, Section 9.b., that FDOT agrees to participate up to a maximum amount of $1.5M.
2. On page 20, the schedule of financial assistance states that FDOT's contribution will be $1.5M with a $375K local contribution for a total project cost of $1.875M.
3. On page 38, it says the award amount is for $1.5M and that the award amount may change with amendments.

The FDOT Public Transportation Supplemental Joint Participation Agreement, dated 11/17/2020, and referencing a Joint Participation Agreement entered into on 1/25/2017, states:

1. On page 1, that FDOT wishes to participate in the project for a total FDOT share of $766,568.
2. On page 2, that the revised total cost of the project is $958,210 and the department's share is increased to $766,568.
3. On Page 4, these same numbers for total project cost and FDOT share are provided and the County's share is noted as $191,642.

If these documents are referencing 1 grant, they only appear to commit FDOT to provide $1.5M in funding. If they reference 2 separate grants agreements that are both for separate grants from FDOT for this project, they add up to an FDOT share of $2,266,568 and a total project cost of $2,833,210, both of which are higher than what the resolutions say FDOT is providing.

So there are 2 separate Public Transportation grants from FDOT:

1. The 38 page Public Transportation Grant Agreement is for a new grant FDOT wants to give the County. This document is what requires a resolution to authorize the Chairman to execute.
2. The 4 page Public Transportation Supplemental Joint Participation Agreement Number 2 is an amendment to a separate existing grant agreement and is provided for reference. There is no change required to that agreement and those funds are already allocated for this project.

Is this an accurate understanding of the agreements? I see a number of numbers on each heading. Do any of these clarify that these agreements are 2 separate agreements, with the obligations of FDOT to provide the funding under the 11/17/2020 supplemental agreement being distinct and separate from their obligation to provided funding under the proposed 2021 grant agreement?

So if that is right, we do not think we will need more funding, but if necessary, we could provide matching funds to get a contribution from FDOT of up to $2,266,568. Is that correct?

Thank you for taking the time to explain all this to me. I just want to be 100% certain that these agreements accurately reflect our intentions.

Russell

Russell Ward
Assistant County Attorney
County Attorney

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

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From: Cooper, Laura <Laura.Cooper@marionfl.org>
Sent: Monday, May 3, 2021 12:45 PM
To: Ward, Russell <Russell.Ward@marionfl.org>

Cc: Couillard, Jim <jim.couillard@marionfl.org>
Subject: RE: LRM 2021-346 Airport agreement

Hey Russell,

Thank you for taking some time to speak with me in regards to your review comments. I have an explanation for the project amounts. Here is how Kelsey explained it to me:

- The original grant amount (all the way back to 2017 when this project was for Quad Boxes) from FDOT is $1,500,000
- The new amount they are granting us in addition to that is $766,568
- Total that is allocated to Marion County is $2,266,568
- However, the total project cost is less than that, we only need $2,203,938.40

Also, I have attached the Fee Resolutions we discussed on the phone, as well as an updated version of "Authority to Execute" Resolution. I added the extra language we discussed about how the project has changed. Please let me know what you think.

Thank you,

Laura Cooper
Administrative Services Coordinator
Parks & Recreation
"It Starts in Parks!"

Marion County Board of County Commissioners
111 SE 25 Ave, Ocala, FL 34471
Main: 352-671-8560

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From: Ward, Russell <Russell.Ward@marionfl.org>
Sent: Monday, May 3, 2021 9:54 AM
To: Cooper, Laura <Laura.Cooper@marionfl.org>
Subject: RE: LRM 2021-346 Airport agreement

Good morning Laura,

I tried calling a few minutes ago and you were not available. I should be available to speak with you until about 1:30 if you would like to let me know when you can discuss. If that does not work, I should be available after 4pm as well.

Sincerely,

Russell

Russell Ward
Assistant County Attorney

County Attorney

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

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From: Cooper, Laura <Laura.Cooper@marionfl.org>
Sent: Monday, May 3, 2021 9:03 AM
To: Ward, Russell <Russell.Ward@marionfl.org>
Subject: FW: LRM 2021-346 Airport agreement

Good morning Russell,

Would you mind giving me a call about this when you have a few minutes? I may be able to provide some clarification to your comments on this project.

Thanks,

Laura Cooper
Administrative Services Coordinator
Parks & Recreation
"It Starts in Parks!"

Marion County Board of County Commissioners
111 SE 25 Ave, Ocala, FL 34471
Main: 352-671-8560

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From: Couillard, Jim <jim.couillard@marionfl.org>
Sent: Friday, April 30, 2021 4:22 PM
To: Cooper, Laura <Laura.Cooper@marionfl.org>
Subject: FW: LRM 2021-346 Airport agreement

FYI

Jim Couillard, PLA, ASLA
Director
Parks & Recreation
"It Starts in Parks!"

Marion County Board of County Commissioners
111 SE 25 Ave, Ocala, FL 34471
Main: 352-671-8560 | Cell: 352-207-0586

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

From: Ward, Russell <Russell.Ward@marionfl.org>
Sent: Friday, April 30, 2021 2:08 PM
To: Couillard, Jim <jim.couillard@marionfl.org>
Subject: LRM 2021-346 Airport agreement

Good afternoon Jim,

I did my best to get you my comments on this ASAP. Please find them attached. Apart from flagging things that I want you to be aware of in the agreement, I also had some questions about the discrepancy of the amount that FDOT is to provide and the loan of the Fee funds. In the Resolution, the FDOT share is described as being $2.2M, but in the Agreement, as $1.5M. I want to make sure that the numbers are right. Did I miss another agreement that adds up to those numbers?

Also, I do not see anything in the ordinance or fine resolution that restricts the use of park fee funds, but I wanted to check with you about checking the resolution creating the fee fund to make sure that there are no restrictions that would prevent loaning those funds in this way.

If you have any questions about any of my comments, please let me know.

Have a good weekend,

Russell

Russell Ward
Assistant County Attorney
County Attorney

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

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-----Original Message-----
From: ca.copier@mcbcc1.org <ca.copier@mcbcc1.org>
Sent: Friday, April 30, 2021 1:49 PM
To: Ward, Russell <Russell.Ward@marionfl.org>
Subject: scanned document - do not reply

CS 6052ci
[00:17:c8:62:74:e9]

The Parks and Recreation Department is submitting two draft Resolutions that are required for the continuation of the T-Hangar project at the Marion County Airport. This project has received grant funding from the Florida Department of Transportation (FDOT) in which the State pays 80% of the total project costs and Marion County pays 20%. Since the latest grant agreement was signed by the BCC in 2020, construction costs have increased and FDOT has also offered additional grant funding that would allow all 20 T-Hangars to be constructed in a single phase.

These changes require two unique Resolutions, which are detailed below:

Resolution 1:
The County Commissioners, through Resolution 20-R-243, approved a Supplemental Joint Participation Agreement with FDOT for grant funding to construct 20 T-Hangars at the Marion County Airport. This grant required Marion County to pay 20% of the total project cost. FDOT has since offered the County additional grant funding that would allow all 20 T Hangars to be constructed in a single phase. Additionally, construction costs since the agreement was initially approved have significantly increased. The additional grant funding and increase in project costs requires Marion County to enter into an additional Public Transportation Grant Agreement. One of the requirements of this Agreement is a Resolution that designates authority to the Chairman to execute said Agreement.

Resolution 2:
Marion County approved the use of an interest fee loan from the Parks & Recreation Fees Fund to the Airport to meet FDOT's grant match requirements. The loan requires a repayment plan which must be approved by Resolution. This Resolution requires the loan to be paid in full by FY 30 with annual payments of $35,000 to begin in FY 23.

— I am not finding any ardinance restricting the use of these fees. I would like to know that the fee resolution does not restrict this fund.

RESOLUTION 21-R-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, APPROVING LOAN FROM THE PARKS AND RECREATION FEES FUND THE TO MARION COUNTY AIRPORT; APPROVING THE REPAYMENT SCHEDULE; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Marion County Board of County Commissioners approved the construction of twenty (20) T-Hangars at the Marion County Airport at a total Project cost of Two Million Eight Hundred Thirteen Thousand Nine Hundred Twenty Three and 00/100 Dollars ($2,813,923.00) of which the FDOT has offered grant funds in the amount of Two Million Two Hundred Three Nine Hundred Thirty Eight and 40/100 Dollars ($2,203,938.40) requiring the County to pay 20% of the total Project cost amounting to a total of Six Hundred Nine Thousand Nine Hundred Eighty Five and 00/100 Dollars ($609,985.00);

WHEREAS, included in Marion County's financial obligation is the cost to design the former Quad-Box hangars which is Forty Seven Thousand Two Hundred Four and 00/100 Dollars ($47,204.00);

WHEREAS, the Marion County Airport budget includes Three Hundred Seventy Three Thousand Six Hundred Forty Three and 00/100 Dollars ($373,643.00) allocated as grant matching funds;

WHEREAS, The Marion County Airport revenue projection for the additional T-Hangars will increase the Airport's annual revenue by Seventy Thousand and 00/100 Dollars ($70,000.00), based on the current fee schedule;

WHEREAS, an additional Two Hundred Thirty Six Thousand Three Hundred Forty Two and 00/100 Dollars ($236,342.00) is required to meet the FDOT grant match requirements;

WHEREAS, the Parks and Recreations Department oversees the operations of the Marion County Airport;

WHEREAS, the Board finds that a loan from the Parks and Recreation Fees fund for the purpose of this improvement to the Marion County Airport is a parks and recreations purpose.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Marion County, Florida:

SECTION 1. Recitals. The above recitals are hereby incorporated as a factual basis for the passage of this Resolution.

SECTION 2. Approval of Loan. Marion County hereby approves the use of an interest free loan from the Parks and Recreation Fees Fund in the amount of Two Hundred Thirty Six Thousand Three Hundred Forty Two and 00/100 Dollars ($236,342.00) to meet the FDOT grant match requirements.

SECTION 3. Repayment of Loan. The Marion County Airport shall make annual payments back to the Parks and Recreation Fees Fund in the amount of Thirty Five Thousand and 00/100 dollars ($35,000.00), starting in Fiscal Year 2023. The total loan amount shall be repaid in full by Fiscal Year 2030.

SECTION 4. Repealing Clause. All resolutions or parts thereof in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and released.

SECTION 5. Severability. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect or any other section or part of this Resolution.

SECTION 6. Effective Date. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED in this _____ day of _____, 2021.

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

_____
JEFF GOLD, CHAIRMAN

ATTEST:

By: _____
GREGORY C. HARRELL, CLERK OF COURT

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-2863 **Agenda Date:** 5/18/2021 **Agenda No.:** 7.8.1.

SUBJECT:
Request Approval of Contract for Bid: 21B-084, Countywide Fuel - Lewis Oil Company Inc., Gainesville, FL (Budget Impact - Neutral; annual estimated expenditure of $3,000,000 as approved in FY 20/21 budget)

INITIATOR:
Susan Olsen, Director

DEPARTMENT:
Procurement Services

DESCRIPTION/BACKGROUND:
On behalf of Marion County Fleet Management Department, Procurement advertised a bid to contract with a qualified firm to provide and deliver fuel throughout Marion County's fueling and emergency generator sites. Seven (7) submittals were received; the tabulation is listed below.

Vendor - *City*	Bid (Mark-up Per Gallon)
Lewis Oil Co. Inc. - *Gainesville, FL*	$0.45
Colonial Oil Industries, Inc. - *Savannah, GA*	$0.60
Clardy Oil Company - *Ocala, FL*	$0.85
Indigo Energy Partners, LLC - *Gainesville, GA*	$0.9645
Petroleum Traders Corporation - *Fort Wayne, IN*	$1.0339
Mansfield Oil Company of Gainesville - *Gainesville, GA*	$1.3611
Almond Oil Company - *Gainesville, FL*	Non-Responsive

Fleet Management Director, Mark Williams, recommends awarding to Lewis Oil Co. Inc. as the lowest, responsive, responsible bidder.

Attached for review is a contract draft; pending approval at today's meeting, it will be sent to Lewis Oil Co. Inc. for signature and upon return, will be forwarded for the County Attorney's, Clerk's, and Chairman's signatures.

BUDGET/IMPACT:
Neutral; annual expenditure, based on per gallon costs plus mark-up, is estimated at $3,000,000 and may vary depending on amount required.

RECOMMENDED ACTION:
Motion to approve recommendation and allow staff to issue contract, and upon approval by Legal, authorize the Chairman to execute contract with Lewis Oil Co. Inc., under 21B-084.

AGREEMENT BETWEEN COUNTY AND SUPPLIER

This Agreement Between County and Supplier, (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 **Lewis Oil Co., Inc.**, located at 621 SE Depot (7th) Ave., Gainesville, FL, possessing FEIN# 59-1487255 (hereinafter referred to as "SUPPLIER") under seal for the Countywide Fuel, (hereinafter referred to as the "Project"), and COUNTY and SUPPLIER hereby agreeing as follows:

WITNESSETH:

In consideration of the mutual covenants and promises contained herein, COUNTY and SUPPLIER (singularly referred to as "Party", collectively "Parties") hereto agree as follows:

Section 1 – The Contract. The contract between COUNTY and SUPPLIER, of which this Agreement is part, consists of the Contract Documents. This Agreement approved by the Board of County Commissioners on May 18, 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 Solicitation #21B-084 - Countywide Fuel, the Offer, Solicitation Scope and/or Specifications, Plans and/or Drawings, any/all Addenda as issued in support of this Solicitation, Certificate of Insurance and Notice to Proceed.

Section 3 – Entire Agreement. The Contract Documents form the agreement between Parties for the Project, and the SUPPLIER 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 SUPPLIER.

Section 4 – Term. This Work (defined herein) shall commence upon Board Approval, and shall be in effect through May 31, 2024 with the option to renew for two (2) additional one (1) year term, pending mutual agreement (the "Term"). All Work will proceed in a timely manner without delays.

Section 5 – Scope of Services. SUPPLIER shall complete the Work for Project 21B-084, purchase and delivery of fuel to be used Countywide, more fully set forth on EXHIBIT A hereto, as per the Contract Documents and specifications furnished by COUNTY and according to the timeframe as noted herein.

Section 6 – Compensation. COUNTY shall make payment according to Exhibit B, Fee Schedule, (the "Agreement Price"), to SUPPLIER under COUNTY's established procedure, upon completion of the Work as described in this Agreement. There shall be no provisions for pricing adjustments during the Term.

Section 7 – Assignment. SUPPLIER may not subcontract all or any part of this Agreement without written approval by COUNTY.

Section 8 – Laws, Permits, and Regulations. Prior to the performance of any Work hereunder, SUPPLIER shall obtain and pay for all licenses and permits, as required to perform the Work. SUPPLIER 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. SUPPLIER shall keep records of all transactions. COUNTY shall have a right to request records from SUPPLIER, and for those records to be made available within a reasonable timeframe depending on method of acquisition.

Section 11 – Public Records Compliance

DRAFT

A. **IF SUPPLIER 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. SUPPLIER 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 SUPPLIER 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 SUPPLIER or keep and maintain public records required by COUNTY to perform the Work. If SUPPLIER transfers all public records to COUNTY upon completion of this Agreement, SUPPLIER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SUPPLIER keeps and maintains public records upon the completion of this Agreement, SUPPLIER 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 SUPPLIER fails to provide the public records to COUNTY within a reasonable time, SUPPLIER may be subject to penalties under Section 119.10 Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY.

Section 12 – Indemnification. SUPPLIER shall indemnify and hold harmless COUNTY, its officers, employees and agents from all suits, claims, or actions of every name and description brought against COUNTY based on personal injury, bodily injury (including death) or property damages received or claimed to be received or sustained by any person or persons to the extent caused by any negligent act or omission of SUPPLIER or its employees, officers, or agents in performing the services set forth herein.

Section 13 – Insurance. As applicable, during the 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. SUPPLIER 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-. All policies must show the "Marion County, a political subdivision of the State of Florida" as an Additional Insured. The Marion County Procurement Services Director should be shown as the Certificate Holder, and the Certificate should provide for 30-day cancellation notice to the Procurement Director's address, set forth herein, with policies for the following:

- **Business Auto Liability** shall be provided by SUPPLIER 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 SUPPLIER 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. A "**subrogation waiver endorsement**" is required.
- **General Liability** shall be maintained by SUPPLIER for the duration of the Project with limits of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate. If the policy is written on a claims-made basis, SUPPLIER must maintain the policy a minimum of 5 years following completion of the Project.

Section 14 – Independent Contractor. In the performance of this Agreement, SUPPLIER will be acting in the capacity of an "Independent Contractor" and not as an agent, employee, partner, joint venture, or associate of COUNTY. SUPPLIER shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by SUPPLIER in the full performance of this Agreement.

Section 15 – Default/Termination. In the event SUPPLIER fails to comply with any of the provisions of this Agreement, COUNTY may terminate this Agreement for cause by first notifying SUPPLIER in writing, specifying the

DRAFT

nature of the default and providing SUPPLIER 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 SUPPLIER without prejudice to COUNTY. In the event of termination of this Agreement for cause, COUNTY will then be responsible for compensation to SUPPLIER 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 SUPPLIER. In the event of termination of this Agreement without cause, COUNTY will compensate SUPPLIER for all services timely and satisfactorily performed pursuant to this Agreement up to and including the date of termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY or other public entity obligations under this Agreement. COUNTY shall have no further obligation to SUPPLIER, other than to pay for services rendered prior to termination.

Section 16 – Damage to Property. SUPPLIER 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, SUPPLIER 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 SUPPLIER 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 Agreement if it is in the best interest of COUNTY.

Section 19 – Employee Eligibility Verification. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

Beginning January 1, 2021, Section 448.095, F.S., requires SUPPLIER to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits SUPPLIER from entering into this Contract unless it is in compliance therewith. Information provided by SUPPLIER 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, SUPPLIER 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 SUPPLIER if COUNTY has a good faith belief that SUPPLIER has knowingly violated Section 448.09(1), F.S., that is, that SUPPLIER 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 SUPPLIER enters into a contract with a subcontractor, SUPPLIER shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
d) SUPPLIER shall maintain a copy of such affidavit for the duration of this Agreement and provide it to COUNTY upon request.
e) SUPPLIER shall immediately terminate the subcontractor if SUPPLIER 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 SUPPLIER's subcontractor has knowingly violated Section 448.09(1), F.S., but that SUPPLIER has otherwise complied, COUNTY shall promptly order SUPPLIER to terminate the subcontractor. SUPPLIER agrees that upon such an order, SUPPLIER shall immediately terminate the subcontractor. SUPPLIER agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate SUPPLIER.
g) If COUNTY terminates this Agreement with SUPPLIER, SUPPLIER may not be awarded a public contract for a least one (1) year after the date of termination.
h) SUPPLIER is liable for any additional costs incurred by COUNTY as a result of a termination under this subsection.

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i) Any such termination under this subsection is not a breach of this Agreement and may not be considered as such.
j) SUPPLIER 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 20 – Force Majeure. Neither SUPPLIER 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 – 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 22 – SUPPLIER Conduct. These Guidelines govern SUPPLIER doing work on COUNTY property, as well as SUPPLIER's employees, agents, consultants, and others on COUNTY property in connection with the SUPPLIER's work or at the SUPPLIER's express or implied invitation.

- **Courtesy and Respect:** COUNTY is a diverse government institution and it is critical that SUPPLIER and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
- **Language and Behavior:** SUPPLIER 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 SUPPLIER or its employee is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.
- **Smoking**: SUPPLIER and its employees are not permitted to smoke in or near any COUNTY buildings**.**
- **Fraternization**: SUPPLIER and its employees may not fraternize or socialize with COUNTY staff.
- **Appearance**: SUPPLIER 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.

Section 23 – 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 24 – 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.

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Section 25 - Scrutinized Companies, pursuant to Section 287.135, F.S.

A. **Certification.**

1. If the Agreement is for One Million Dollars or more, SUPPLIER certifies that at the time it submitted its bid or proposal for the Agreement or before entering into the Agreement or renewing same, SUPPLIER was not then and is not now:
   a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or
   b. Engaged in business operations in Cuba or Syria.
2. If the Agreement is for any amount, SUPPLIER certifies that at the time it submitted its bid or proposal for the Agreement or before entering into the Agreement or renewing same, SUPPLIER was not then and is not now:
   a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
   b. Engaged in a boycott of Israel.

B. **Termination, Threshold Amount.** COUNTY may, entirely at its option, terminate the Agreement if it is for One Million Dollars or more, and SUPPLIER meets any of the following criteria.

1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and
2. SUPPLIER is found to have:
   a. Submitted a false certification as provided under Section 287.135(5), F.S., or
   b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.

   OR
3. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and
4. SUPPLIER is found to have:
   a. Met either prohibition set forth in Section "25(B)(2)" above or
   b. Been engaged in business operations in Cuba or Syria.

   OR
5. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and
6. SUPPLIER is found to have:
   a. Met any prohibition set forth in Section "25(B)(4)" above or
   b. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.

   OR
7. Was entered into or renewed on or after July 1, 2018, and
8. SUPPLIER is found to have met any prohibition set forth in Section "25(B)(4)" above.

C. **Termination, Any Amount.** COUNTY may, entirely at its option, terminate the Agreement if it is for any amount and meets any of the following criteria.

1. Was entered into or renewed on or after July 1, 2018, and
2. SUPPLIER 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 26 – 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 SUPPLIER, 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 27 – 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 28 – Exhibits/Attachments. The following attachments are hereby incorporated into this Agreement as part hereof as though fully set forth herein: **EXHIBIT A – Scope of Work and EXHIBIT B – Fee Schedule.**

Section 29 – Notices. The Agreement provides for Notices and all other communications to be in writing and sent by certified mail return receipt requested or by hand delivery. SUPPLIER's and COUNTY's representatives and addresses for notice purposes are:

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SUPPLIER: Lewis Oil Co., Inc.
621 SE Depot (7th) Ave., Gainesville, FL
CONTACT PERSON: Sandy Golden | Phone: 352-376-3293

COUNTY: Marion County Fleet Management
c/o Marion County, a political subdivision of the State of Florida
601 SE 25th Ave, Ocala, FL 34471

A copy of all notices to COUNTY hereunder shall also be sent to:

Procurement Services Director
Marion County Procurement Services Department
2631 SE 3rd St., Ocala, FL 34471

Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as procurement@marioncountyfl.org. If SUPPLIER 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, SUPPLIER may designate up to two (2) e-mail addresses:
sgolden@lewisoilco.com and krbrane@lewisoilco.com. Designation signifies SUPPLIER's election to accept notices solely by e-mail.

IN WITNESS WHEREOF the Parties have entered into this Agreement, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA

JEFF GOLD DATE
CHAIRMAN

BCC APPROVED: May 18, 2021
21B-084| Countywide Fuel

WITNESS:

SIGNATURE

PRINTED NAME

WITNESS:

SIGNATURE

PRINTED NAME

LEWIS OIL CO., INC.

BY: DATE

PRINTED:

ITS: (TITLE)

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21B-084 Countywide Fuel
Exhibit A - Scope of Work

TECHNICAL SPECIFICATION

1.1 Definitions: The parties agree that capitalized terms shall have the meaning ascribed below:

"OPIS Contract Price Report" shall mean the fuel (Ethanol 10%) pricing service provided by the Oil Pricing Information Service (OPIS), an industry benchmark for pricing Fuel. This Contract shall use the contract low daily price from the daily contract report, made available at 10:00 AM, EST, as established by OPIS. Fuel prices are listed for terminals by regions in reports and price will be determined using the closest appropriate terminal.

"Fuel" shall mean any Fuel product obtained through this Contract. Fuel product shall include all grades of unleaded gasoline, fuel oil, and heating fuel to be delivered to Entity facilities, Fuel Sites & Estimated Usage.

"Markup" shall mean the Contractor's price to cover all costs associated with providing Fuel to Entity facilities. Markup will mean both positive and negative numbers. Markups may differ based on actual type of Fuel ordered. Markup for Fuel shall be on a price per gallon basis. The Contractor shall assess no other fees associated with the delivery of Fuel.

"Tank Wagon Delivery" shall mean a delivery by a transport truck with a minimum delivery of 250 gallons up to 4,000 gallons.

"Transport Delivery" shall mean a delivery by a transport truck with a minimum delivery of 8,500 gallons for gasoline, 7,500 gallons for fuel oil and 7,500 gallons for a combination load of gasoline and fuel.

1.2 Deliverables: The Contractor shall deliver the following product, as more particularly detailed in section 1.5

1.3 Scope of Work: This Contract is to provide Fuel for Marion County BCC departments, supported by the Fleet Management Department. Each entity seeks to improve quality and efficiency of services delivered, improve entity services and reduce cost. The Contractor must efficiently provide Fuel to meet the requirements which that contractor is awarded. (It is anticipated that all Entities combined will use approximately 1.1 million gallons annually under the resulting Contract.)

Contractor must meet the following requirements:
· Fuel costs will be determined based on the contract low daily price from the OPIS daily contract report, made available at 10:00 AM, EST, from the closest terminal used to service the Customer's facility. Pricing is posted in the OPIS daily contract report distributed each morning. For holidays and weekends, the reference point will be the price that was last in effect.
· Markups will be established for each type of Fuel for each participating entity on the minimum delivery requirements. Markup for Fuel shall be based on a price per gallon basis.
·Fuel costs shall exclude any taxes and/or fees that the entity is exempt from paying. All Fuel costs will include the OPIS daily contract pricing, the Contractor's Markup and all applicable taxes and/or petroleum associated fees allowed.

1.4 Fuel Sites and Accessibility: All entity tanks shall be properly equipped to enable Contractor to safely deliver Fuel. The Contractor shall notify entity of all situations that may be deemed unsafe. A Contractor may refuse to deliver Fuel to an unsafe Fuel site until the safety issue is resolved. A back haul charge may apply if Contractor attempts to deliver Fuel and the Fuel site is deemed unsafe. The entity shall be responsible for having proper equipment installed for the type of delivery requested. Entity shall work with Contractor making a delivery to assure that the Contractor has proper accessibility to all tanks being fueled. Entity may be subject to an excessive delay charge if Contractor has to wait more than 30 minutes to begin Fuel delivery.

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1.5 Delivery of Fuel: Under normal conditions, fuel is to be delivered to the tank(s) based on a Monday through Friday work week within 48 hours after a telephone, email, or a tank level report notification is received unless specified otherwise by the entity. Under emergency conditions, fuel is to be delivered to the tank(s) within 6 hours after a telephone notification is received by the entity. For new accounts, the Contractor will be allowed additional time to enter all required account information into their ordering/billing system to establish the new account. The entity and the Contractor will agree upon this time. The Co-op prefers vehicles equipped with meters make tank wagon delivery. The driver shall leave a metered loading report (bill of lading) from the terminal with the entity on transport delivery. Entity shall have the right to refuse delivery if a bill of lading is not supplied. There will be no back haul charge to entity if delivery is refused due to the vendor's refusal or inability to supply a bill of lading. If temperature corrected billing is used, the loading report shall give all pertinent information. Before unloading of Fuel begins, entity personnel and Contractor personnel shall measure the tank(s) to receive Fuel and shall again measure the tank(s) after delivery.

1.6 Fault and Responsibility: The party at fault will be responsible for all direct costs incurred to correct a problem. Problems may include but not limited to miss-orders by entity, Fuel spills, delivering wrong Fuel to entity by Contractor, cross-fueling by Contractor at entities facility, etc.

1.7 Measurements: Customary measurements appearing in these specifications are not intended to preclude BID for commodities with metric measurements.

1.8 Fuel Terminals: Price will be determined using the contract low daily price (Ethanol 10%) from the OPIS daily contract report, made available at 10:00 AM, EST, for the closest appropriate terminal, under normal working conditions, on the date of delivery to the entity, regardless of when or where the Contractor actually obtained Fuel.
Availability of Product: If there are Fuel restrictions, shortages and/or allocations placed on suppliers of Fuel product by either terminals, suppliers and/or the government (local and/or federal) for any reason, then at the Participating Entities discretion, price may be adjusted. Contractors will have to provide adequate proof of the situation to have the price adjusted. The time period for these adjustments will be determined by the Participating Entities based on the situation. If governmental allocations are declared, the Contractors are to deliver Fuel to entities at the same percentage as allocated.

1.9 Conventional Gasoline: The Fuel contract 21B-084 uses conventional 9.0 RVP gasolines throughout the year.

1.10 Minimum Delivery: For Contractors that utilize their own transports to make delivery, the minimum delivery on this Contract shall be 250 gallons for a Tank Wagon Delivery for gasoline and fuel oil; 8,500 gallons for a Transport Delivery for gasoline; 7,500 gallons for a Transport Delivery for fuel oil; and 7,500 gallons for a combination load Transport Delivery of gasoline and fuel oil. The 250-gallon minimum applies to the total gallons per entity order. If Contractor uses a common carrier to make delivery, the minimum delivery on this Contract shall be determined by the common carrier's minimum delivery schedule.

· Gasoline and Fuel Oil
Tank Wagon Delivery – For orders less than 250 gallons, a delivery charge as per the Bid Form, may be added to the invoice as a separate item, in addition to the amount of Fuel delivered. The freight charge will apply to the difference in gallons, between the minimum gallons listed and the gallons actually delivered.
Freight charges will be included in the Tank Wagon Delivery Markup.
Transport Delivery – For orders less than 8,500 gallons for gasoline, 7,500 gallons for fuel oil and 7,500 gallons for a combination load of gasoline and fuel oil, a per gallon freight charge may be added to the invoice as a separate item, in addition to the amount of Fuel delivered. The freight charge will apply to the difference in gallons, between the minimum gallons listed and the gallons actually delivered.
Freight charges will be included in the Transport Delivery Markup.

1.11 Prices:
Fuel Cost shall be determined by the date, method of delivery, and bid entity to which delivery of Fuel is made. Fuel cost shall include:

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Gasoline and Fuel Oil: Prices will be calculated using the following information:

Contract low daily price from the OPIS daily contract report, made available at 10:00 AM, EST, as determined by the closest appropriate terminal for Fuel.

Contractor's Markup as determined by the Bid Form sheet for the method of delivery and the bid entity to which delivery of Fuel is made.

All applicable Fuel taxes and/or petroleum associated fees as determined by the County in which delivery of Fuel is made. Transport delivery with a minimum delivery of 8,500 for gasoline, 7,500 gallons' fuel oil and 7,500 gallons for combination load of gasoline/fuel, pricing will be determined using the bill of lading (BOL) net gallons.

1.12 Markup: The Markup shall be noted on the Price Sheet as follows:
Discount Markup – A Discount Markup shall be noted as a negative number, using either a minus sign "-.xx" or enclosed within parentheses "(.xx)", i.e. "-.01" or "(.01)".
Markup – All other prices will be construed as a positive number for the Markup.
The Markup of Discount Markup may include the Contractor's profit and any other costs the Contractor wishes to include. Prices shall be per gallon for the Markup or Discount Markup.

1.13 Allowable Charges: The Contractor may assess the following charges on the invoice:
· Contractor who own their own transports must provide established freight rates with their BID submittal. These rates must be based on the average of at least the past 12 months, with suitable documentation for evaluation. If a Contractor does not have an established freight rate, then the freight rate charged must be comparable to that charged by a common carrier.

1.14 All common carrier charges shall be pass-thru charges. The County reserves the right to modify freight rate provisions, if modifications are deemed to be in its best interests.
· Bank charges as stated on the Contractor's Ordering Instruction page for all purchases using the purchasing card program established by the entity. This charge will be a percentage of the total invoice amount.
· Same day delivery charge, per Bid Form. May be charged if at the request a delivery is to be made within the same working day.
· Pump off charge has been included in the pricing submitted, per Contractor.
· Multiple Stop Delivery charge for Transport Delivery, per Bid Form. May be charged if Transport Delivery truck is required to relocate to deliver to additional tanks, located at a different fueling location with a different physical address.
· Multiple Stop Delivery charge for Tank Wagon Delivery, per Bid Form. May be charged if the Tank Wagon Delivery truck is required to relocate to deliver to additional tanks, located at a different fueling location with a different physical address.
· Excessive delay charges if Contractor has to wait more than 30 minutes to begin fuel delivery. Will be charged as per 15- minute increment past the initial 30 minutes.
· Back haul charge if entity order more than tanks can hold. Charge will vary per incident based on a normal common carrier change.

1.15 Invoice and Payment: The Contractor agrees to be paid upon submission of properly certified invoices to the entity for Fuel purchased. Invoices shall be submitted to the entity for each delivery made. The Contractor shall submit invoices for Fuel in sufficient detail for a proper pre-audit and post-audit thereof, pursuant to section 387.058 of the Florida Statutes. The entity agrees that payments to the Contractor will be made in accordance with section 315.433 of the Florida Statutes, and Chapter 55 of the Florida Statutes. Copy of report used to be included with invoice or a website address must be provided to verify. All costs for this report or website must be included in the proposed pricing. Additional costs will not be accepted.

1.16 Maintenance: The entity shall maintain all tanks and dispensing equipment associated with their facility in good working order for the duration of the Contract.

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1.17 Taxes: Invoice Fuel prices are not to include any State of Florida and/or Federal taxes from which the entity is exempt. Any questions regarding applicable Fuel taxes may be directed to the Department of Revenue at (850) 933-0713.

1.18 Fuel Permits: The entity will be responsible for all facility required permits pertaining to Fuel storage and handling in accordance with all local, state and federal laws.

1.19 Schedule and Damages: The Contractor agrees to pay any and all actual damages in the event of a default by Contractor due to late completion of services. The Contractor shall reimburse the participating entities for any and all reprocurement costs incurred by the County due to Contractor's failure to deliver, as well as any and all out-of-pocket expenses directly or indirectly incurred related to the late delivery and/or completion of the services. The County reserves the right, in addition to the imposition of actual damages, to cancel the Contract by providing a thirty (30) day written notice to the Contractor.

1.20 Specifications: The Contractor will provide gasoline, and fuel oil per the following specifications:

Gasoline:

Unleaded, 87 Octane – 10% Ethanol

Gasoline, unleaded, antiknock (octane) index minimum 87 (RON + MON)/2, maximum allowable lead 0.05 gram per gallon, per A.S.T.M specification D4814, complying with State of Florida gasoline inspection laws. To be delivered as ordered via tank wagon, minimum delivery of 250 gallons.

Gasoline, unleaded, antiknock (octane) index minimum 87 (RON + MON)/2, maximum allowable lead 0.05 gram per gallon, per A.S.T.M. specification D4814, complying with State of Florida gasoline inspection laws. To be delivered as ordered via transport truck in full loads, minimum delivery 8,500 gallons. Billing to be adjusted to 60 degrees F. temperature on transport delivery.

Fuel Oil:

Diesel Fuel, Grade No. 2-D Ultra-Low Sulfur Fuel

Oil, diesel fuel, grade no. 2-D low sulfur fuel (15 ppm sulfur, 40 centane min.), for use in over the road diesel engine, per A.S.T.M. specification D975, complying with Florida Department of Agriculture and Consumer Services standards 5F-3.001. To be delivered as ordered via tank wagon, minimum delivery of 250 gallons.

Oil, diesel fuel, grade no. 2-D low sulfur fuel (.15ppm sulfur, 40 centane min.), for use in over the road diesel engine, per A.S.T.M. specification D975, complying with Florida Department of Agriculture and Consumer Services standards 5F-2.001. To be delivered as ordered via transport truck in full loads, minimum delivery 7,500 gallons. Billing to be adjusted to 60 degrees F. temperature on transport delivery.

Diesel Fuel, Grade No. 2-D Low Sulfur Fuel (Dyed)

Oil, diesel fuel, grade no. 2-D high sulfur fuel (500 ppm sulfur, 40 centane min.) for use in off the road diesel engine, per A.S.T.M. specification D975, complying with Florida Department of Agriculture and Consumer Services standards 5F-2.001. To be delivered as ordered via tank wagon, minimum delivery of 250 gallons.

Oil, diesel fuel, grade no. 2-D high sulfur fuel (.500 ppm sulfur, 40 centane min.), for use in off the road diesel engine, per A.S.T.M. specification D975, complying with Florida Department of Agriculture and Consumer Services standards 5F-2.001. To be delivered as ordered via transport truck in full loads, minimum delivery of 7,500 gallons. Billing to be adjusted to 60 degrees F. temperature on transport delivery.

1.21 Emergency Contingency Plan: Prior to a declared emergency, Lewis Oil prepares by filling to capacity all above ground storage tanks at our two depot facilities, all tank wagons, and all below ground tanks at our 28 retail facilities.

In addition, all card lock facilities are closed to commercial use to allow first responders and governmental agencies sole access to fuel. At capacity (over 2 million gallons on-hand), Lewis Oil can fulfill its contractual obligations to all first responders and governmental agencies.

Lewis Oil has an exclusive first rights contract with All World Fuels, a petroleum products carrier company, to access and deliver fuel only to our facilities during declared emergencies. Lewis Oil fuel deliveries start before the declared emergency on through the emergency. Lewis Oil replenishes on hand fuel during emergencies, ensuring

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that in the event of a worst-case scenario where all fuel deliveries are halted, there will still be two (2) million gallons on hand for the exclusive use of area first responders.

Lewis Oil has tank wagons and large 500-1,000-gallon field tanks to stage fuel anywhere in our service area and beyond. We have serviced emergency first responders in Texas, Louisiana, Georgia, Mississippi, South Carolina, and South Florida using transports, tank wagons, and field tanks. This capability ensures that generators continue to run and remote vehicle fueling can be done.

The fuel site in Ocala has a capacity of 20,000 off road (dyed) diesel and 10,000 of clear (clear) diesel and 10,000 gallons of gas. Our schedule for opening this site is June 1st, assuming no delays with city permitting. The Ocala card lock is a 24/7 facility. Fuel is available all the time.

With the opening of the Ocala card lock facility, and Marion County's 24/7 access to fuel, Marion County is clearly a top priority and can expect the same professional and expert service all of North Central Florida has been receiving for 58 years.

The operation of a card lock facility in Marion County demonstrates Lewis Oil's commitment to Marion County.

All Lewis Oil facilities are maintained 24/7 by Petroleum Aids, Inc., our in-house systems engineers. Lewis Oil does not wait for a third-party repairman to schedule an appointment during business hours. Petroleum Aids will visit the site immediately and repair the equipment on-site. Downtime at Lewis Oil is held to a minimum.

Lewis Oil has an in-house direct line of contact with all Suppliers and Terminals. If fuel is not available at the normal loading terminals, alternatives are in place to move transports to pick up fuel from other areas. We have access to four (4) terminals in Jacksonville and each terminal has five (5) suppliers each. We also have access to five (5) terminals in Tampa and each terminal has five (5) suppliers each.

1.22 Contract Term: The contract term is for three (3) years with the option to renew two (2) additional one (1) year terms, pending mutual agreement.

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21B-084 Countywide Fuel
EXHIBIT B – Fee Schedule

Fuel Type	Markup Price Per Gallon For Tank Wagon Delivery F.O.B. Destination	Markup Price Per Gallon For Transportation Delivery F.O.B. Destination
#2 Ultra-Low Sulfur Diesel	$0.12	$0.03
Unleaded 87 Octane	$0.12	$0.03
#2 Red Dyed Low-Sulfur Diesel	$0.12	$0.03

DELIVERY CHARGE PER LOCATION IF MINIMUM IS NOT MET

COUNTY FUEL SITES					
NAME	**ADDRESS**	**CITY**	**FUEL TYPE**	**DELIVERY CHARGE TANK WAGON**	**DELIVERY CHARGE TRANSPORT**
Fleet	3330 SE Maricamp Rd.	Ocala	ULS Diesel	$0.07 per gallon	$0.07 per gallon
Fleet	3330 SE Maricamp Rd.	Ocala	Dyed Diesel	$0.07 per gallon	$0.07 per gallon
Fleet	3331 SE Maricamp Rd.	Ocala	Unleaded	$0.07 per gallon	$0.07 per gallon
Sheriff	690 NW Roth Avenue	Ocala	Unleaded	$0.07 per gallon	$0.07 per gallon
NW Sub Station	1868 NW 100th Street	Ocala	ULS Diesel	$0.07 per gallon	$0.07 per gallon
NW Sub Station	1869 NW 100th Street	Ocala	Dyed Diesel	$0.07 per gallon	$0.07 per gallon
NW Sub Station	1870 NW 100th Street	Ocala	Unleaded	$0.07 per gallon	$0.07 per gallon
SW Sub Station	8088 SW CR 484	Ocala	ULS Diesel	$0.07 per gallon	$0.07 per gallon
SW Sub Station	8088 SW CR 484	Ocala	Dyed Diesel	$0.07 per gallon	$0.07 per gallon
SW Sub Station	8088 SW CR 484	Ocala	Unleaded	$0.07 per gallon	$0.07 per gallon
SE Sub Station	10298 SE Maricamp Rd.	Ocala	ULS Diesel	$0.07 per gallon	$0.07 per gallon
SE Sub Station	10299 SE Maricamp Rd.	Ocala	Unleaded	$0.07 per gallon	$0.07 per gallon
Landfill	5601 Se 66th Street	Ocala	ULS Diesel	$0.07 per gallon	$0.07 per gallon
Landfill	5602 Se 66th Street	Ocala	Dyed Diesel	$0.07 per gallon	$0.07 per gallon
Station 2 Citra	2189 NE 180th Ln.	Citra	ULS Diesel	$0.07 per gallon	$0.07 per gallon
Station 4 East Marion	16004 E HWY 40	Silver Springs	ULS Diesel	$0.07 per gallon	$0.07 per gallon
Station 4 East Marion	16004 E HWY 40	Silver Springs	Unleaded	$0.07 per gallon	$0.07 per gallon
Station 6 South Forest	15490 SE 182 Ave. Rd.	Umatilla	ULS Diesel	$0.07 per gallon	$0.07 per gallon
Station 7 Ft. McCoy	13150 E HWY 316	Ft. McCoy	ULS Diesel	$0.07 per gallon	$0.07 per gallon
Station 9 Orange Lake	18945 N US HWY 441	Reddick	ULS Diesel	$0.07 per gallon	$0.07 per gallon
Station 12 Meadowood Farms	120 NW 110th Ave.	Ocala	ULS Diesel	$0.07 per gallon	$0.07 per gallon
Station 15 Salt Springs	14463 NE 250th Ave.	Salt Springs	ULS Diesel	$0.07 per gallon	$0.07 per gallon

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Station 15 Salt Springs	14463 NE 250th Ave.	Salt Springs	Unleaded	$0.07 per gallon	$0.07 per gallon
Station 22 Rainbow Springs	19995 SW 86th St., Unit 001	Dunnellon	Unleaded	$0.07 per gallon	$0.07 per gallon
Station 22 Rainbow Springs	19995 SW 86th St., Unit 001	Dunnellon	ULS Diesel	$0.07 per gallon	$0.07 per gallon
Station 27 Weirsdale	16355 S HWY 25	Weirsdale	ULS Diesel	$0.07 per gallon	$0.07 per gallon
Station 30 Spruce Creek	7900 SE 135th St.	Summerfield	ULS Diesel	$0.07 per gallon	$0.07 per gallon
COUNTY EMERGENCY GENERATORS					
COURTGEN	110 NW 1st Ave.	Ocala	Dyed Diesel	$0.07 per gallon	$0.07 per gallon
COURTGEN-2	110 NW 1st Ave.	Ocala	Dyed Diesel	$0.07 per gallon	$0.07 per gallon
FR22-GEN	19995 SW 86th St.	Dunnellon	Dyed Diesel	$0.07 per gallon	$0.07 per gallon
FLEETGEN	3240 SE Maricamp Rd.	Ocala	Dyed Diesel	$0.07 per gallon	$0.07 per gallon
LF-GEN4	5602 SE 66th St.	Ocala	Dyed Diesel	$0.07 per gallon	$0.07 per gallon
SOGEN-01	3330 SE Maricamp Rd.	Ocala	Dyed Diesel	$0.07 per gallon	$0.07 per gallon
SOGEN-02	3330 SE Maricamp Rd.	Ocala	Dyed Diesel	$0.07 per gallon	$0.07 per gallon
SOGEN-03	692 NW 30th Ave.	Ocala	Dyed Diesel	$0.07 per gallon	$0.07 per gallon
SOGEN-04	692 NW 30th Ave.	Ocala	Dyed Diesel	$0.07 per gallon	$0.07 per gallon
SOGEN-07	692 NW 30th Ave.	Ocala	Dyed Diesel	$0.07 per gallon	$0.07 per gallon
SOGEN-08	692 NW 30th Ave.	Ocala	Dyed Diesel	$0.07 per gallon	$0.07 per gallon
SOGEN-09	692 NW 30th Ave.	Ocala	Dyed Diesel	$0.07 per gallon	$0.07 per gallon
SOGEN-11	692 NW 30th Ave.	Ocala	Dyed Diesel	$0.07 per gallon	$0.07 per gallon
SOGEN-12	692 NW 30th Ave.	Ocala	Dyed Diesel	$0.07 per gallon	$0.07 per gallon
SOGEN-13	692 NW 30th Ave.	Ocala	Dyed Diesel	$0.07 per gallon	$0.07 per gallon
SOGEN-14	692 NW 30th Ave.	Ocala	Dyed Diesel	$0.07 per gallon	$0.07 per gallon
SOGEN-15	109 W. Silver Springs Blvd.	Ocala	Dyed Diesel	$0.07 per gallon	$0.07 per gallon
PAGEN-2	SE 26th Court	Ocala	Dyed Diesel	$0.07 per gallon	$0.07 per gallon
MCUGN-2	Oak Drive SSS	Ocala	Dyed Diesel	$0.07 per gallon	$0.07 per gallon
MCUGN-06	4120 W HWY 326	Ocala	Dyed Diesel	$0.07 per gallon	$0.07 per gallon
MCUGN-09	13841 N HWY 19	Salt Springs	Dyed Diesel	$0.07 per gallon	$0.07 per gallon
MCUGN-10	Marion Oaks Lift Station #2	Ocala	Dyed Diesel	$0.07 per gallon	$0.07 per gallon
MCUGN-14	14670 SW 110 St.	Dunnellon	Dyed Diesel	$0.07 per gallon	$0.07 per gallon
MCUGN-27	3550 SW 168 St.	Ocala	Dyed Diesel	$0.07 per gallon	$0.07 per gallon
MCUGN-28	12255 Del Webb Bl.	Summerfield	Dyed Diesel	$0.07 per gallon	$0.07 per gallon
MCUGN-41	2550 NW 70th Ave. Rd.	Ocala	Dyed Diesel	$0.07 per gallon	$0.07 per gallon
MCUGN-45	17155 SE 115th Ct.	Summerfield	Dyed Diesel	$0.07 per gallon	$0.07 per gallon
MCUGN-48	450 Emerald Road	Ocala	Dyed Diesel	$0.07 per gallon	$0.07 per gallon
MCUGN-60	2550 NW 70th Ave. Rd.	Ocala	Dyed Diesel	$0.07 per gallon	$0.07 per gallon
MCUGN-61	1331 SE 65th Cir.	Ocala	Dyed Diesel	$0.07 per gallon	$0.07 per gallon

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MCUGN-62	41 Hemlock Cir.	Ocala	Dyed Diesel	$0.07 per gallon	$0.07 per gallon
MCUGN-64	4170 NW 44th Ave.	Ocala	Dyed Diesel	$0.07 per gallon	$0.07 per gallon
MCUGN-68	11400 SW 90th Terr.	Ocala	Dyed Diesel	$0.07 per gallon	$0.07 per gallon
MCUGN-69	17380 SE 115th Terr. Rd.	Summerfield	Dyed Diesel	$0.07 per gallon	$0.07 per gallon
MCUGN-70	SW 35 Ave. Rd.	Ocala	Dyed Diesel	$0.07 per gallon	$0.07 per gallon
MCUGN-71	5950 SW 150 Ln.	Ocala	Dyed Diesel	$0.07 per gallon	$0.07 per gallon
MCUGN-72	8599 SW 133 Ln. Rd.	Ocala	Dyed Diesel	$0.07 per gallon	$0.07 per gallon
MCUGN-77	7498 SW 95th St.	Ocala	Dyed Diesel	$0.07 per gallon	$0.07 per gallon
MCUGN-78	6295 SW 95th St.	Ocala	Dyed Diesel	$0.07 per gallon	$0.07 per gallon
MCUGN-84	8344 N. US HWY 441	Ocala	Dyed Diesel	$0.07 per gallon	$0.07 per gallon
MCUGN-85	450 Emerald Rd.	Ocala	Dyed Diesel	$0.07 per gallon	$0.07 per gallon
MCUGN-86	Portable	Ocala	Dyed Diesel	$0.07 per gallon	$0.07 per gallon

Description	**Delivery Charge**
Multiple Stop Delivery Charge for Each Additional Stop	$50.00 per stop
Same Day Delivery Charge	$150.00

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Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-2972 **Agenda Date:** 5/18/2021 **Agenda No.:** 7.8.2.

SUBJECT:
Request Approval of Bid Award and Contract: 21B-141, Hauling and Disposal of Utilities Wastewater Biosolids, Debris, and Grease - American Pipe & Tank, Inc., Ocala, FL (Budget Impact - Neutral; estimated annual expenditure of $230,000 as approved in FY 20/21 budget)

INITIATOR:
Susan Olsen, Director

DEPARTMENT:
Procurement Services

DESCRIPTION/BACKGROUND:
On behalf of Marion County Utilities (MCU), Procurement Services advertised a bid for a firm to manage the removal and disposal of stabilized and unstabilized liquid residuals from the County's wastewater treatment plants (WWTPs). The contracted firm will also receive, treat, and dispose of the debris and grease removed from the system, in accordance with regulatory requirements. One (1) firm responded. The bid is based on the estimated quantities anticipated and are subject to change, but shall not exceed MCU's budgeted figures for each fiscal year without approval from the Board. Environmental Services Director, Jody Kirkman, requests to contract with American Pipe & Tank, Inc (APT) based on the bid shown below, the contractor's favorable past performance under the current contract, and ability to perform all work under this bid.

DESCRIPTION	U/M	Unit Price
Stabilized Liquid Sludge Hauling from Golden Ocala	Gallon	$ 0.16
Stabilized Liquid Sludge Hauling from Salt Springs	Gallon	$ 0.16
Unstabilized Liquid Sludge Hauling from Salt Springs	Gallon	$ 0.16
Receive, treat, and dispose of debris and grease removed from wastewater collection system	6 CY Load	$ 954.00
Emergency Wastewater Hauling	1,000 Gal Load	$ 200.00
Emergency Wastewater Hauling	Truck Hour	$ 250.00

Attached for review is a draft contract. Pending approval at today's meeting, it will be sent to the contractor and upon return, will be forwarded for the County Attorney's, Clerk of the Court's, and Board Chairman's signatures.

BUDGET/IMPACT:
Neutral; expected annual expenditure estimated at $230,000.

RECOMMENDED ACTION:
Motion to approve recommendation and allow staff to issue contract, and upon approval by Legal, authorize the Chairman to execute the contract with American Pipe and Tank, Inc., for bid

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 **American Pipe & Tank, Inc.**, located at 418 Cypress Road, Ocala, FL 34472, possessing FEIN# 59-3260569 (hereinafter referred to as "CONTRACTOR") under seal for the Hauling & Disposal of Utilities Wastewater Biosolids, Debris and Grease, (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 May 18, 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-141 - Hauling & Disposal of Utilities Wastewater Biosolids, Debris and Grease, 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 Agreement shall be effective on May 24, 2021 and shall be valid for a term of three (3) years, ending on April 30, 2024 (the "Term"). Two (2) annual renewal options are available upon mutual agreement.

Section 5 – Scope of Services. As per specifications and requirements of project Hauling & Disposal of Utilities Wastewater Biosolids, Debris and Grease, the CONTRACTOR shall complete the scope of services for the Hauling & Disposal of Utilities Wastewater Biosolids, Debris and Grease, per the Contract Documents, Exhibit A – Scope of Work, hereto, and within the Term.

Section 6 - Compensation. COUNTY shall make payment to CONTRACTOR under COUNTY's established procedure, and according to the Schedule of Values below. There shall be no provisions for pricing adjustments during the Term.

DESCRIPTION	U/M	Unit Price
Stabilized Liquid Sludge Hauling from Golden Ocala	Gallon	$ 0.16
Stabilized Liquid Sludge Hauling from Salt Springs	Gallon	$ 0.16
Unstabilized Liquid Sludge Hauling from Salt Springs	Gallon	$ 0.16
Receive, treat, and dispose of debris and grease removed from wastewater collection system	6 CY Load	$ 954.00
Emergency Wastewater Hauling	1,000 Gal Load	$ 200.00
Emergency Wastewater Hauling	Truck Hour	$ 250.00

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.

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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.

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Section 14 – Insurance. As applicable, during the period of Work, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to one half its annual aggregate. 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

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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

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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 the Agreement is for One Million Dollars or more, CONTRACTOR certifies that at the time it submitted its bid or proposal for the Agreement or before entering into the 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 the Agreement is for any amount, CONTRACTOR certifies that at the time it submitted its bid or proposal for the Agreement or before entering into the 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 the 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
   2. CONTRACTOR is found to have:
      a. Submitted a false certification as provided under Section 287.135(5), F.S., or
      b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.

      OR
   3. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and
   4. CONTRACTOR is found to have:
      a. Met either prohibition set forth in Section "23(B)(2)" above or
      b. Been engaged in business operations in Cuba or Syria.

      OR
   5. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and
   6. CONTRACTOR is found to have:
      a. Met any prohibition set forth in Section "23(B)(4)" above or
      b. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.

      OR
   7. Was entered into or renewed on or after July 1, 2018, and
   8. CONTRACTOR is found to have met any prohibition set forth in Section "23(B)(4)" above.

C. **Termination, Any Amount.** COUNTY may, entirely at its option, terminate the Agreement if it is for any amount and meets any of the following criteria.
   1. Was entered into or renewed on or after July 1, 2018, and
   2. 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.

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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

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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: American Pipe & Tank, Inc.
418 Cypress Road, Ocala, FL 34472
CONTACT PERSON: George Conomos | 352-687-4281

COUNTY: Marion County Utilities
c/o Marion County, a political subdivision of the State of Florida
601 SE 25th Ave, Ocala, FL 34471

A copy of all notices to COUNTY hereunder shall also be sent to:

Procurement Services Director
Marion County Procurement Services Department
2631 SE 3rd St., Ocala, FL 34471

Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as procurement@marioncountyfl.org. If CONTRACTOR agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with accepting notices solely by e-mail, CONTRACTOR may designate up to two (2) e-mail addresses: office@americanpipeandtankinc.com and george@americanpipeandtankinc.com. Designation signifies CONTRACTOR's election to accept notices solely by e-mail.

IN WITNESS WHEREOF the Parties have entered into this Agreement, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM

MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA

JEFF GOLD DATE
CHAIRMAN

BCC APPROVED: May 18, 2021
21B-141 | Hauling & Disposal of Utilities Wastewater Biosolids, Debris and Grease

WITNESS:

SIGNATURE

PRINTED NAME

WITNESS:

SIGNATURE

PRINTED NAME

AMERICAN PIPE & TANK, INC.

BY: DATE

PRINTED:

ITS: (TITLE)

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SCOPE OF WORK
EXHIBIT A

3.1 GENERAL INFORMATION

The Contractor(s) will be given as much latitude and assistance as possible in planning and coordinating their work. However, all work required to properly achieve the objective of the project must be carried out and be consistent with approved domestic wastewater component removal, treatment and disposal practices normally observed throughout the industry and must comply with all Federal, State, County and local regulations as well as the Contract Documents.

3.2 SCOPE

The purpose of these specifications is to describe the requirements of Marion County for:

- The removal and disposal of liquid and stabilized and/or unstabilized liquid residuals from the County's Wastewater Treatment Plants.
- All unstabilized liquid residuals will be taken to a Residual Management Facility and treated as required by regulatory agencies prior to disposal.
- Receive, treat and dispose of debris and grease removed from wastewater collection system to include lift stations and wastewater lines. All debris and grease will be handled and disposed of according to regulatory requirements.
- Conduct emergency hauling as situations arise.

The Contractor will furnish/provide all labor, materials, equipment, recordkeeping, permitting, reporting, and incidentals necessary to receive, remove, transport, and dispose of wastewater components in accordance Florida Administrative Code and other regulatory agencies in the manner prescribed in and pursuant to the requirements of this contract.

3.3 WASTEWATER COMPONENT BID ITEM DESCRIPTIONS

Marion County Utilities anticipates the following amounts wastewater components annually:

Type 1: Liquid Sludge (Bid per gallon stabilized & per gallon unstabilized)

The Liquid may be stabilized or unstabilized. For bidding purposes a bid shall be submitted for stabilized Liquid and unstabilized Liquid. The estimated/potential annual amount of liquid residuals to be removed and disposed of from the County's Wastewater Treatment Plants are approximately 937,200 gallons. The amount of residuals to be removed daily/monthly will vary as required for efficient plant operation. The county has the right to adjust the quantities as needed.

Liquid Facilities: Golden Ocala has **approximately** 511K gallons of stabilized sludge only. Salt Springs has **approximately** 255K gallons of stabilized and 170K gallons of unstabilized sludge.

Type 2: Debris and Grease

Receive, treat and dispose of debris and grease removed from wastewater collection system to include lift stations and wastewater lines. All debris and grease will be handled and disposed of according to regulatory requirements. There will be **approximately** 120 loads removed annually, with each load containing 6 cubic yards of debris and grease (624 cu yd per year).

Type 3: Emergency Wastewater Hauling

Conduct emergency hauling as situations arise. Be on call to respond within one hour from the call to assist Marion County Utility personnel in emergency situations. Hauling will be required to haul wastewater from the emergency site to another Marion County Utility collection site and/or to a treatment facility. The Marion County collection site may be a manhole or a lift station. The wastewater hauled to treatment would not be suitable to dump into a collection site.

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3.4 BUDGET

MCU's previous year's budget was approximately $230,000. 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 quote based on the estimated value of the annual contract.

3.5 TERM

The length of this contract is three (3) years, with annual renewals for up to two (2) additional one (1) year terms, pending positive performance, and mutual agreement for renewal. The contract term shall not exceed five (5) years.

3.6 ASSIGNMENT OF WORK

The selected contractor shall perform 100% of the work; no work shall be subcontracted or re-assigned without written acceptance from Marion County Utilities.

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Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3034 **Agenda Date:** 5/18/2021 **Agenda No.:** 7.8.3.

SUBJECT:
Request Approval of Bid Award and Contract: 21B-130, CR 464 Forcemain PH3 - Hartman Civil Construction Co., Inc., Ocala, FL (Budget Impact - Neutral; expenditure of $1,187,380 as approved in FY 20/21 budget)

INITIATOR:
Susan Olsen, Director

DEPARTMENT:
Procurement Services

DESCRIPTION/BACKGROUND:
On behalf of Marion County Utilities (MCU), Procurement Services advertised a bid to construct approximately 8,500 LF of 16" forcemain along SE Maricamp Road from Bahia Ave. to Clear Rd to bypass the old offsite EQ tank and transmit Silver Springs Regional wastewater flows directly to the Silver Springs Shores Wastewater Treatment Facility. Seven (7) Contractors responded with Hartman Civil Construction Co., Inc. (Hartman), submitting the lowest bid. Environmental Services Director, Jody Kirkman, supports Staff's recommendation to award to Hartman based on the tabulation below:

FIRM NAME - *CITY*	BID
Hartman Civil Construction Co., Inc. - *Ocala*	$1,187,380.00
DBE Utility Services - *Loxahatchee*	$1,264,749.00
Marion Rock - *Ocala*	$1,292,021.00
DB Civil Construction - *St. Augustine*	$1,448,648.00
Utility Systems Construction - *Groveland*	$1,535,310.80
T&C Underground - *Ocala*	$1,670,958.00
Smith Site Development South - *Tavares*	$2,414,459.50

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

BUDGET/IMPACT:
Neutral; total expenditure not to exceed $1,187,380. Up to ten percent (10%) contingency is allowed in accordance with the Procurement manual.

RECOMMENDED ACTION:
Motion to approve recommendation and allow staff to issue contract, and upon approval by Legal, authorize the Chairman to execute contract with Hartman Civil Construction Co., Inc. under 21B-130.

AGREEMENT BETWEEN COUNTY AND CONTRACTOR

This Agreement Between County and Contractor, (this "Agreement") made and entered into by and between Marion County, a political subdivision of the State of Florida, located at 601 SE 25th Ave, Ocala, FL 34471 (hereinafter referred to as "COUNTY") and **Hartman Civil Construction Co., Inc.**, located at 9200 SW Hwy. 484, Ocala, FL 34481, possessing FEIN# 46-5262082 (hereinafter referred to as "CONTRACTOR") under seal for the CR 464 Forcemain Phase 3, (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 May 18, 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-130 - CR 464 Forcemain Phase 3, the Offer, Project Bid Scope and/or Specifications, Plans and Drawings, any/all Addenda as issued in support of this Bid, Recorded Bonds as required, Certificate of Insurance, and Notice to Proceed.

Should any conflict arise between the Contract Documents and the Agreement, the terms of the Agreement shall govern**.**

Section 3 – Entire Agreement. The Contract Documents form the agreement between Parties for the Project and the CONTRACTOR acknowledges receipt of a copy of each and every Contract Document. The Contract Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only in writing. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than COUNTY and CONTRACTOR.

Section 4 – Term. The Work (defined herein) shall commence upon the start date noted on the Notice to Proceed, with substantial completion within 120 calendar days and an additional 15 calendar days allowed to achieve final completion (the "Term"). Liquidated Damages may be charged at the rate of $500 per calendar day for any days beyond completion schedules. All work shall proceed in a timely manner without delays. TIME IS OF THE ESSENCE. All limitations of time set forth in the Contract Documents are of the essence of this Contractor. The Work may be presumed abandoned after ninety (90) calendar days if CONTRACTOR terminates the Work without just cause or without proper notification to COUNTY, including the reason for termination, or fails to perform Work without just cause for ninety (90) calendar days.

Section 5 – Scope of Services. As per specifications and requirements of project CR 464 Forcemain Phase 3, the CONTRACTOR shall complete the scope of services for the CR 464 Forcemain Phase 3, per the Contract Documents, Construction Standards (Exhibit A), Scope of Work (Exhibit B), hereto, and within the Term.

Section 6 - Compensation. COUNTY shall make payment of One Million, One Hundred Eighty-Seven Thousand, Three Hundred Eighty Dollars, ($1,187,380), (the "Agreement Price"), to CONTRACTOR under COUNTY's established procedure and according to the schedule set forth in Construction Standards (Exhibit A) and the Schedule of Values (Exhibit C) hereto. There shall be no provisions for pricing adjustments during the Term.

Section 7 – Use of Other Contracts. COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or county governmental agencies, school board, community college/state university system or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this Agreement if it is in the best interest of COUNTY.

Section 8 – Assignment. CONTRACTOR may not subcontract all or any part of this Agreement without written approval by COUNTY.

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Section 9 – Laws, Permits, and Regulations. Prior to the performance of any Work hereunder, CONTRACTOR shall obtain and pay for all licenses and permits, as required to perform the Work. CONTRACTOR shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the services provided under this Agreement.

Section 10 – Amendments. This Agreement may only be amended by mutual written agreement of both Parties.

Section 11 – Books and Records. CONTRACTOR shall keep records of all transactions, including documentation accurately reflecting the time expended by CONTRACTOR and its personnel. COUNTY shall have a right to request records from CONTRACTOR, and for those records to be made available within a reasonable timeframe depending on method of acquisition.

Section 12 – Public Records Compliance

A. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

Public Relations | 601 SE 25th Ave, Ocala, FL 34471
Phone: 352-438-2300 | Fax: 352-438-2309
Email: publicrelations@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.

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Section 14 – Insurance. As applicable, during the period of Work, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to one half its annual aggregate. 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.
- 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 CONTRACTOR/Vendor does not own vehicles, CONTRACTOR/Vendor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Section 15 – Independent Contractor. In the performance of this Agreement, CONTRACTOR will be acting in the capacity of an "Independent Contractor" and not as an agent, employee, partner, joint venture, or associate of COUNTY. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by CONTRACTOR in the full performance of this Agreement.

Section 16 – Default/Termination. In the event CONTRACTOR fails to comply with any of the provisions of this Agreement, COUNTY may terminate this Agreement for cause by first notifying CONTRACTOR in writing, specifying the nature of the default and providing CONTRACTOR with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, COUNTY thereafter may terminate this Agreement for cause upon written notice to CONTRACTOR without prejudice to COUNTY. In the event of termination of this Agreement for cause, COUNTY will then be responsible to compensate CONTRACTOR only for those services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to CONTRACTOR. In the event of termination of this Agreement without cause, COUNTY will compensate CONTRACTOR for all services timely and satisfactorily performed pursuant to this Agreement up to and including the date of termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY's or other public entity's obligations under this Agreement. Should this occur, COUNTY shall have no further obligation to CONTRACTOR other than to pay for services rendered prior to termination.

Section 17 – Damage to Property. CONTRACTOR shall be responsible for all material, equipment and supplies sold and delivered to COUNTY under this Agreement and until final inspection of the Work and acceptance thereof by COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed, or COUNTY property, buildings, or equipment is damaged during delivery or unloading, or in the course of the WORK prior to final inspection and acceptance, CONTRACTOR shall replace the same or be returned to original state without additional cost to COUNTY, as applicable.

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Section 18 – Governing Law. Law, Venue, Waiver of Jury Trial, and Attorney's Fees. This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County, Florida (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial, (3) the prevailing party shall be entitled to recover all of its costs, including attorney's fees.

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

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"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 the Agreement is for One Million Dollars or more, CONTRACTOR certifies that at the time it submitted its bid or proposal for the Agreement or before entering into the 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 the Agreement is for any amount, CONTRACTOR certifies that at the time it submitted its bid or proposal for the Agreement or before entering into the 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 the 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
2. CONTRACTOR is found to have:
   a. Submitted a false certification as provided under Section 287.135(5), F.S., or
   b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.

   OR
3. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and
4. CONTRACTOR is found to have:
   a. Met either prohibition set forth in Section "23(B)(2)" above or
   b. Been engaged in business operations in Cuba or Syria.

   OR
5. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and
6. CONTRACTOR is found to have:
   a. Met any prohibition set forth in Section "23(B)(4)" above or
   b. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.

   OR
7. Was entered into or renewed on or after July 1, 2018, and
8. CONTRACTOR is found to have met any prohibition set forth in Section "23(B)(4)" above.

C. **Termination, Any Amount.** COUNTY may, entirely at its option, terminate the Agreement if it is for any amount and meets any of the following criteria.

1. Was entered into or renewed on or after July 1, 2018, and

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2. CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.

D. **Comply; Inoperative.** The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

Section 24 – 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

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receipt is acknowledged by recipient. All parties certify that each has software capable of sending electronic mail read receipts to the other. Any party sending notice by electronic mail acknowledges and accepts the inherent risks that come with same. If notice is delivered in multiple ways, notice shall be considered delivered at the earliest delivery time. CONTRACTOR's and COUNTY's representatives and addresses for notice purposes are:

CONTRACTOR: Hartman Civil Construction Co., Inc.
9200 SW Hwy. 484, Ocala, FL 34481
CONTACT PERSON: Michael Hartman | 352-690-1525

COUNTY: Marion County Utilities
c/o Marion County, a political subdivision of the State of Florida
601 SE 25th Ave, Ocala, FL 34471

A copy of all notices to COUNTY hereunder shall also be sent to:

Procurement Services Director
Marion County Procurement Services Department
2631 SE 3rd St., Ocala, FL 34471

Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as procurement@marioncountyfl.org. If CONTRACTOR agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with accepting notices solely by e-mail, CONTRACTOR may designate up to two (2) e-mail addresses: office@hartmancivil.com and michael@hartmancivil.com. Designation signifies CONTRACTOR's election to accept notices solely by e-mail.

IN WITNESS WHEREOF the Parties have entered into this Agreement, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA

JEFF GOLD DATE
CHAIRMAN

BCC APPROVED: May 18, 2021
21B-130 | CR 464 Forcemain Phase 3

WITNESS:

SIGNATURE

PRINTED NAME

WITNESS:

SIGNATURE

PRINTED NAME

HARTMAN CIVIL CONSTRUCTION CO., INC.

BY: DATE

PRINTED:

ITS: (TITLE)

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EXHIBIT A
CONSTRUCTION STANDARDS

SECTION 1
THE WORK

A. **PERFORM ALL WORK.**
CONTRACTOR shall perform all Work required, implied or reasonably inferable from, this Agreement.

B. **"WORK" DEFINED.**
The term "Work" shall generally mean whatever is done by or required of CONTRACTOR to perform and complete its duties under this Agreement, including the following: construction of the whole or a designated part of the Project; acquiring, recording, and furnishing of any required surety bonds and insurance; and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of CONTRACTOR, fuel, heat, light, cooling and all other utilities as required by this Agreement. Work to be performed by CONTRACTOR is generally described as being according to the plans and specifications furnished by COUNTY.

SECTION 2
RETAINAGE

A. **STATUTE GOVERNS.**
Retainage amounts for construction services shall be in accordance with §218.735, F.S.

B. **AMOUNT REQUIRED.**
For contracts in excess of Two Hundred Thousand Dollars ($200,000), COUNTY may retain from each progress payment made to CONTRACTOR an amount not exceeding five (5%) percent of the payment as retainage.

C. **DOES NOT APPLY IN LIMITED CIRCUMSTANCES.**
This retainage does not apply to construction services paid for, in whole or in part, with Federal funds and are subject to Federal grantor laws and regulations or requirements that are contrary to any provision of the Local Government Prompt Payment Act, Sections 218.70-218.80, F.S.

D. **WITHHELD UNTIL FINAL COMPLETION.**
Retainage shall be withheld until the Project has reached final completion and is accepted by COUNTY. Final completion is defined as having all Work completed, all punch list items corrected, and final inspection completed and accepted by COUNTY. Upon final completion, CONTRACTOR shall submit the final payment application requesting release of retainage along with Waivers of Right to Claim Against the Payment Bond (Final Payment) from all subcontractors, as defined in F.S. 713.01, who performed Work on the Project. Retainage shall not be fully released until all Waivers of Right to Claim Against the Payment Bond (Final Payment) have been submitted to COUNTY.

SECTION 3
PAYMENT OF THE AGREEMENT PRICE

A. **PROGRESS PAYMENTS.**
COUNTY shall pay the Agreement Price by making progress payments to CONTRACTOR as provided below.

B. **PAYMENT PROCEDURE.**
PROGRESS PAYMENTS – Based upon CONTRACTOR's Application for Payment submitted to the Architect and/or Engineer and upon Certificates for Payment subsequently issued to COUNTY by the Architect and/or Engineer, COUNTY shall make progress payments to CONTRACTOR on account of the Agreement Price.

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C. **APPLICATION FOR PAYMENT.**

On or before the 25th day of each month after commencement of the Work, CONTRACTOR shall submit an Application for Payment for the period ending the last working day of the month to the Architect and/or Engineer in such form and manner, and with such supporting data and content, as COUNTY or the Architect and/or Engineer may require. Therein, CONTRACTOR may request payment for that portion of the Agreement Price properly allocable to Agreement requirements properly provided, labor, materials and equipment properly incorporated in the Work plus that portion of the Agreement Price properly allocable to materials or equipment properly stored on-site (or elsewhere if approved in advance in writing by COUNTY) for subsequent incorporation in the Work, less the total amount of previous payments received from COUNTY.

1) **CONTRACTOR'S REPRESENTATION.**

Payment for stored materials and equipment shall be conditioned upon CONTRACTOR's proof satisfactory to COUNTY, that COUNTY has title to such materials and equipment and shall include proof of required insurance. Such Application for Payment shall be signed by CONTRACTOR and shall constitute CONTRACTOR's representation that the Work has progressed to the level for which payment is requested in accordance with this Agreement, that the Work has been properly installed or performed in full accordance with this Agreement, and that CONTRACTOR knows of no reason why payment should not be made as requested, thereafter, the Architect and/or Engineer will review the Application for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by this Agreement.

2) **PAYMENT.**

COUNTY shall make progress payments on account of the Agreement Price to CONTRACTOR in accordance with The Local Government Prompt Payment Act, §§218.70-218.80, F.S. following the Architect's and/or Engineer's receipt of each Application for Payment. The amount of each progress payment shall be the amount certified for payment by the Architect and/or Engineer less such amounts, if any, otherwise owing by CONTRACTOR to COUNTY or which COUNTY shall have the right to withhold as authorized by this Agreement. The Architect's and/or Engineer's certification of CONTRACTOR's Application for Payment shall not preclude COUNTY from the exercise of any of its rights as set forth in this Agreement.

D. **WARRANTS TITLE.**

CONTRACTOR warrants that title to all Work covered by an Application for Payment will pass to COUNTY no later than the time of payment. CONTRACTOR further warrants that upon submittal of an Application for Payment, all Work for which payments have been received from COUNTY shall be free and clear of liens, claims, security interest or other encumbrances in favor of CONTRACTOR or any other person or entity whatsoever.

E. **PAY SUBCONTRACTOR.**

CONTRACTOR shall promptly pay each subcontractor on account of such subcontractor's work, the amount to which such subcontractor is entitled. In the event COUNTY becomes informed that CONTRACTOR has not paid a subcontractor as herein provided, COUNTY shall have the right, but not the duty, to issue future checks in payment to CONTRACTOR of amounts otherwise due hereunder naming CONTRACTOR and such subcontractor as joint payees. Such joint check procedure, if employed by COUNTY, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit COUNTY to repeat the procedure in the future.

F. **NOT ACCEPTANCE OF WORK.**

No progress payment, nor any use or occupancy of the Project by COUNTY, shall be interpreted to constitute an acceptance of any Work not in strict accordance with this Agreement.

G. **WITHHELD PAYMENT.**

1) COUNTY may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to CONTRACTOR, to protect COUNTY from loss because of:

(a.) Defective Work not remedied by CONTRACTOR nor, in the opinion of COUNTY, likely to be remedied by CONTRACTOR;

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(b.) Claims of third parties against COUNTY or COUNTY's property or reasonable evidence indicating probable filing of such claims;
(c.) Failure by CONTRACTOR to pay subcontractors or others in a prompt and proper fashion;
(d.) Evidence that the Work cannot be completed in accordance with this Agreement for the unpaid balance of the Agreement Price;
(e.) Evidence that the Work will not be completed in the time required for Substantial Completion or Final Completion;
(f.) Persistent failure to carry out the Work in accordance with the Contract Documents; or
(g.) Damage to COUNTY or a third party to whom COUNTY is, or may be, liable.

2) In the event that COUNTY makes written demand upon CONTRACTOR for amounts previously paid by COUNTY, CONTRACTOR shall promptly comply with such demand.

H. **UNEXCUSED FAILURE TO PAY.**

If within ten (10) days after the date established herein for COUNTY's payment to CONTRACTOR, without cause or basis hereunder, fails to pay CONTRACTOR any amount then due and payable to CONTRACTOR, then CONTRACTOR may after seven (7) additional days written notice to COUNTY and the Architect and/or Engineer, and without prejudice to any other available rights or remedies it may have, stop the Work until payment of those amounts due from COUNTY have been received. Any payment not made within ten (10) days after the date due shall bear interest at the rate of one and a half percent (1.5%) per annum.

SECTION 4
COUNTY

A. **WRITTEN AND TANGIBLE MATERIAL.**

COUNTY shall furnish to CONTRACTOR, at the time of executing this Agreement, any and all written and tangible material in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to CONTRACTOR only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, COUNTY does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all, and shall have no liability therefore. COUNTY shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the Project site.

B. **APPROVALS; EASEMENTS.**

Excluding permits and fees normally the responsibility of CONTRACTOR, COUNTY shall obtain all approvals, easements, and the like required for construction and shall pay for necessary assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

C. **COPIES OF CONTRACT DOCUMENTS.**

COUNTY shall furnish CONTRACTOR, free of charge, four (4) copies of the Contract Documents for execution of the Work. CONTRACTOR will be charged, and shall pay COUNTY, all actual costs for each additional set of the Contract Documents which it may require.

D. **RIGHT TO STOP WORK.**

If CONTRACTOR persistently fails or refuses to perform the Work in accordance with this Agreement, COUNTY may order CONTRACTOR to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or COUNTY orders that Work be resumed. In such event, CONTRACTOR shall immediately obey such order.

E. **COUNTY'S RIGHT TO PERFORM WORK.**

If CONTRACTOR's Work is stopped by COUNTY and CONTRACTOR fails within seven (7) days of such stoppage to provide adequate assurance to COUNTY that the cause of such stoppage will be eliminated or corrected, then COUNTY may, without prejudice to any other rights or remedies COUNTY may have against CONTRACTOR, proceed to carry out the subject Work. In such a situation, an appropriate Change Order, defined herein, shall be issued deducting from the Agreement Price the cost of correcting the subject deficiencies, plus compensation for the Architect's and/or Engineer's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Agreement Price is insufficient to cover the amount due COUNTY, CONTRACTOR shall promptly pay the difference to COUNTY.

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F. **TIME FOR CORRECTION.**

Any defects or deficiencies in materials or workmanship that are deemed by the Architect and/or Engineer or the COUNTY as needing immediate correction shall be addressed within thirty (30) days of written notification. Failure to correct the deficiencies within thirty (30) days will result in the deduction of time against the overall Contract Time for completion.

SECTION 5
CONTRACTOR

A. **CONTRACTOR DUTY.**

CONTRACTOR affirms its continuing duty to perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. If CONTRACTOR performs any of the Work knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Architect and/or Engineer, CONTRACTOR shall bear the responsibility for such performance and shall bear the cost of correction.

B. **IN ACCORDANCE WITH THIS AGREEMENT.**

CONTRACTOR shall perform the Work strictly in accordance with this Agreement.

C. **RESPONSIBLE. FOR WORK.**

CONTRACTOR shall supervise and direct the Work using CONTRACTOR's best skill, effort and attention. CONTRACTOR shall be responsible to COUNTY for any and all acts or omissions of CONTRACTOR, its employees and others engaged in the Work on behalf of CONTRACTOR.

D. **WARRANTY.**

CONTRACTOR warrants to COUNTY that all labor furnished to progress the Work under this Agreement will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Agreement, and that the Work will be of good quality, free from faults and defects and in strict conformance with this Agreement. All Work not conforming to these requirements may be considered defective. When not specifically identified in the bid documents, the warranty shall commence upon the date of COUNTY's issuance of final payment to CONTRACTOR and shall be for a period of one (1) year.

E. **PERMITS AND FEES.**

CONTRACTOR shall obtain and pay for all permits, fees and licenses necessary and/or ordinary for the Work. CONTRACTOR shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law pertaining to the Work.

SECTION 6
CONTRACT ADMINISTRATION
BY ARCHITECT and/or ENGINEER

A. **REPRESENTATIVE OF COUNTY.**

The Architect and/or Engineer, unless otherwise directed by COUNTY in writing, will perform those duties and discharge those responsibilities allocated to the Architect and/or Engineer as set forth in the Contract Documents. The Architect and/or Engineer shall be COUNTY's representative from the effective date of this Agreement until a final Certificate for Payment is issued. The Architect and/or Engineer shall be authorized to act on behalf of COUNTY only to the extent provided in the Contract Documents.

B. **COMMUNICATE THROUGH ARCHITECT AND/OR ENGINEER.**

COUNTY and CONTRACTOR shall communicate with each other in the first instance through the Architect and/or Engineer.

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C. **INTERPRETER; JUDGE.**

The Architect and/or Engineer shall be the initial interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by CONTRACTOR. The Architect and/or Engineer shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of CONTRACTOR.

D. **CERTIFY PAYMENT.**

The Architect and/or Engineer will review CONTRACTOR's Applications for Payment and will certify to COUNTY for payment to CONTRACTOR those amounts then due CONTRACTOR as provided in this Agreement.

E. **AUTHORITY TO REJECT WORK.**

The Architect and/or Engineer shall have authority to reject Work that is defective or does not conform to the requirements of the Contract Documents. If the Architect and/or Engineer deems it necessary or advisable, the Architect and/or Engineer shall have authority to require additional inspection or testing of the Work for compliance with requirements of the Contract Documents.

F. **APPROVE SUBMITTALS.**

The Architect and/or Engineer will review and approve, or take other appropriate action as necessary, concerning CONTRACTOR's submittals including Shop Drawings, Product Data and Samples. Such review, approval or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.

G. **CHANGE ORDER; FIELD ORDER.**

The Architect and/or Engineer will prepare Change Orders, defined herein, and may authorize minor changes in the Work by Field Order, defined herein, as provided elsewhere herein.

H. **DETERMINE BENCHMARKS.**

The Architect and/or Engineer shall, upon written request from CONTRACTOR, conduct inspections to determine the date of Substantial Completion and the date of Final Completion, will receive and forward to COUNTY for COUNTY's review and records, written warranties and related documents required by the Contract Documents and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

I. **FINAL AS TO AESTHETICS.**

The Architect's and/or Engineer's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of this Agreement.

J. **CLAIMS BY CONTRACTOR, NOTICE.**

All CONTRACTOR claims shall be initiated by written notice to COUNTY and the Architect and/or Engineer. Such written notice and claim must be furnished within seven (7) days after occurrence of the event, or the first appearance of the condition, giving rise to the claim.

K. **PROCEED; CHANGE ORDER.**

Pending final resolution of any claim of CONTRACTOR, CONTRACTOR shall diligently proceed with the Work and COUNTY shall continue to make payments to CONTRACTOR in accordance with this Agreement. The resolution of any claim under this subsection shall be reflected by a Change Order executed by COUNTY, the Architect and/or Engineer and CONTRACTOR.

L. **CLAIMS FOR CONCEALED AND UNKNOWN CONDITIONS.**

Should concealed and unknown conditions be encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in work of the character provided for in the Contract Documents, be encountered, the Agreement Price shall be equitably adjusted by Change Order upon the written notice and claim by either Party made within seven (7) days after the first observance of the condition. As a condition precedent to COUNTY having any liability to CONTRACTOR for concealed or unknown conditions, CONTRACTOR must

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give COUNTY and the Architect and/or Engineer written notice and claim as provided in this subsection, and shall constitute a waiver by CONTRACTOR of any claim arising out of or relating to such concealed or unknown condition.

M. **CLAIMS FOR ADDITIONAL COST.**

If CONTRACTOR wishes to make a claim for an increase in the Agreement Price, as a condition precedent to any liability of COUNTY therefore, CONTRACTOR shall give the Architect and/or Engineer written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by CONTRACTOR before proceeding to execute any additional or changed Work. The failure by CONTRACTOR to timely give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

1) **Direct Costs.**

In connection with any claim by CONTRACTOR against COUNTY for compensation in excess of the Agreement Price, any liability of COUNTY for CONTRACTOR's cost shall be strictly limited to direct costs incurred by CONTRACTOR and shall in no event include indirect costs or consequential damages of CONTRACTOR. COUNTY shall not be liable to CONTRACTOR for claims of third parties, including Subcontractors, defined herein, unless and until liability of CONTRACTOR for claims of third parties has been established therefore in a court of competent jurisdiction.

N. **CLAIMS FOR ADDITIONAL TIME.**

If CONTRACTOR is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by COUNTY or someone acting in COUNTY's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipatable, fire or any causes beyond CONTRACTOR's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of CONTRACTOR to COUNTY and the Architect and/or Engineer, for such reasonable time as the Architect and/or Engineer may determine. Any notice and claim for an extension of time by CONTRACTOR shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail CONTRACTOR's basis for requiring additional time in which to complete the Project. In the event the delay to CONTRACTOR is a continuing one, only one notice and claim for additional time shall be necessary. If CONTRACTOR fails to make such claim as required in this subsection, any claim for extension of time shall be waived.

O. **FIELD ORDERS.**

In the field, the Architect and/or Engineer shall have authority to order minor changes in the Work not involving a change in the Agreement Price or Term and not inconsistent with the intent of this Agreement. Such changes shall be affected by field order ("Field Order") and shall be binding upon CONTRACTOR. CONTRACTOR shall carry out such Field Orders promptly.

SECTION 7
SUBCONTRACTORS

A. "**SUBCONTRACTOR" DEFINED.**

A Subcontractor is an entity which has a direct contract with CONTRACTOR to perform a portion of the Work.

B. **AWARD OF SUBCONTRACTORS.**

Upon execution of this Agreement, CONTRACTOR shall furnish COUNTY, in writing, the names of persons or entities proposed by CONTRACTOR to act as a Subcontractor on the Project. COUNTY shall promptly reply to CONTRACTOR, in writing, stating any objections COUNTY may have to such proposed Subcontractor. CONTRACTOR shall not subcontract with any Party to whom COUNTY has objections.

C. **RIGHTS AGAINST SUBCONTRACTORS.**

All subcontracts shall afford CONTRACTOR rights against the Subcontractor which correspond to those rights afforded to COUNTY against CONTRACTOR herein.

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SECTION 8
CHANGES IN THE WORK

A. **CHANGES PERMITTED.**

Changes in the Work within the general scope of this Agreement, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Agreement, by Change Order or by Field Order.

B. **"CHANGE ORDER" DEFINED.**

Change Orders shall mean a written order to CONTRACTOR executed by COUNTY and the Architect and/or Engineer, issued after execution of this Agreement, authorizing and directing a change in the Work or an adjustment in the Agreement Price or the Term, or any combination thereof. The Agreement Price and the Term may be changed only by Change Order. Changed Work cannot be started until a fully executed Change Order is on file with COUNTY; including but not limited to Change Orders that need approval of COUNTY's Board of County Commissioners.

C. **HOW CHANGES ARE DETERMINED.**

Any changes in the Agreement Price resulting from a Change Order shall be determined as follows: (a) by mutual agreement between COUNTY and CONTRACTOR as evidenced by (1) the change in the Agreement Price being set forth in the Change Order, (2) such change in the Agreement Price, together with any conditions or requirements related thereto, being initialed by both parties and (3) CONTRACTOR's execution of the Change Order, or (b) if no mutual agreement occurs between COUNTY and CONTRACTOR, then, as provided below.

D. **ALTERNATIVELY, REASONABLE EXPENDITURES.**

If no mutual agreement occurs between COUNTY and CONTRACTOR as contemplated above, the change in the Agreement Price, if any, shall then be determined by the Architect and/or Engineer on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Agreement Price, a reasonable allowance for direct job site overhead and profit. In such case, CONTRACTOR shall present, in such form and with such content as COUNTY or the Architect and/or Engineer requires, an itemized accounting of such expenditures or savings plus appropriate supporting data for inclusion in a Change Order. Reasonable expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery, costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance, reasonable rental costs of machinery and equipment exclusive of hand tools whether rented from CONTRACTOR or others, reasonable costs of premiums for all bonds and insurance, permit fees, and sales, use or other taxes related to the Work, and reasonable cost of direct supervision and job site field office overhead directly attributable to the change. In no event shall any expenditure or savings associated with CONTRACTOR's home office or other non-job site overhead expense be included in any change in the Agreement Price. Pending final determination of reasonable expenditures of savings to COUNTY, payments on account shall be made to CONTRACTOR on the Architect and/or Engineer's Certificate for Payment.

E. **UNIT PRICES EQUITABLY ADJUSTED.**

If unit prices are provided in this Agreement, and if the quantities contemplated are so changed in a proposed Change Order that application of such unit prices to the quantities of changed Work proposed will cause substantial inequity to COUNTY or to CONTRACTOR, the applicable unit prices shall be equitably adjusted.

F. **CHANGE ORDER EFFECT.**

The execution of a Change Order by CONTRACTOR shall constitute conclusive evidence of CONTRACTOR's agreement to this Agreement as thus amended, the Agreement Price, Term and the changes in the Work. CONTRACTOR, by executing the Change Order, waives and forever releases any claim against COUNTY for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

G. **NOTICE; CONSENT.**

CONTRACTOR shall notify and obtain the consent and approval of CONTRACTOR's surety with reference to all Change Orders if such notice, consent or approvals are required by CONTRACTOR's surety or by law. CONTRACTOR's execution of the Change Order shall constitute CONTRACTOR's warranty to COUNTY that

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the surety has been notified of and consents to have expressly consented thereto. CONTRACTOR shall provide to the COUNTY a rider to the original bond as provided by the surety.

SECTION 9
UNCOVERING AND CORRECTING WORK

A. **UNCOVERING WORK.**
If any of the Work is covered contrary to the Architect's and/or Engineer's request or to any provisions of this Agreement, it shall, if required by the Architect and/or Engineer or COUNTY, be uncovered for the Architect and/or Engineer's inspection and shall be properly replaced at CONTRACTOR's expense without change in the Term.

B. **CORRECT WORK.**
CONTRACTOR shall immediately proceed to correct Work rejected by the Architect and/or Engineer as defective or failing to conform to this Agreement. CONTRACTOR shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to COUNTY for the Architect's and/or Engineer's services and expenses made necessary thereby.

C. **WARRANTY.**
If within one (1) year after the date of COUNTY's issuance of final payment to CONTRACTOR any of the Work is found to be defective or not in accordance with this Agreement, CONTRACTOR shall correct it promptly upon receipt of written notice from COUNTY. This obligation shall survive final payment by COUNTY and termination of this Agreement. With respect to Work first performed and completed after Substantial Completion, this one (1) year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and completion of the subject Work.

D. **NO ESTABLISHMENT OF LIMITATIONS OF TIME.**
Nothing contained in this Section shall establish any period of limitation with respect to other obligations which CONTRACTOR has under this Agreement. Establishment of the one year time period in this Section relates only to the duty of CONTRACTOR to specifically correct the Work.

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SCOPE OF WORK
EXHIBIT B

1. SCOPE OF WORK

1.1. DESCRIPTION

1.1.1. The project is located in the southeast quadrant of Marion County, Florida along the south side of CR464 from Bahia Avenue to Clear Road. CONTRACTOR will be responsible for all permits unless stated otherwise within this document and must be licensed by Marion County and State of Florida to perform such work. Project Manager for this project is Kevin M. Vickers, P.E. of the Marion County Utilities Department, Construction Manager for this project is Alejandro Rad, and the Project Engineer of Record (EOR) for is Chuck Pigeon of Pigeon-Roberts & Associates, LLC. CONTRACTOR must be licensed for this type of work and must submit a copy of such license upon award of bid. All local codes and State of Florida ADA Code will apply. All work must be done by experienced trades.

1.2. GENERAL

1.2.1. The work included in this section is hereby defined as furnishing all labor, equipment and materials, and in performing all operations and procedures necessary for the installation of forcemain, plug valves, air release valves, pig ports, and any other work in accordance with the specifications itemized below and the following drawings and documents:

1.2.1.1. CR464 Forcemain Improvements Phase 3 plans by Pigeon-Roberts & Associates, LLC.
1.2.1.2. Part 1 – Scope of Work
1.2.1.3. Part 2 – Bid Form
1.2.1.4. Appendix A – Measurement and Payment
1.2.1.5. FDEP Permit
1.2.1.6. Marion County Transportation Department (MCTD) ROW Permit

1.3. SPECIFIC SCOPE OF WORK

1.3.1. The list of activities shall include but not be limited to:

1.3.1.1. New forcemains with appurtenances as per the drawings
1.3.1.2. Compliance with maintenance of traffic as per FDOT manual
1.3.1.3. Compliance with permit requirements from FDEP and MCTD
1.3.1.4. Notifications to residents and property owner association (if applicable)
1.3.1.5. Coordination of shutdown activities with the County representative
1.3.1.6. Pressure test as required by FDEP permit
1.3.1.7. Geotechnical Reports for all road cuts as required by the MCTD permit
1.3.1.8. Survey As-Built:
1.3.1.8.1. Three sets of As-Built/Record Survey signed and sealed by a Florida Licensed Professional Surveyor and mapper shall be submitted to MCUD prior to final inspection along with a digital version of the survey and plan set in a format pre-approved by MCUD.
1.3.1.8.2. All directional drill boring logs shall be submitted with the as-built survey.
1.3.1.8.3. A Star (*) shall indicate assets constructed and/or installed as designed.
1.3.1.8.4. A Cloud shall indicate assets that were constructed and/or installed differently than designed. Clouded as-built information shall accompany the strikethroughs.
1.3.1.8.5. A Strikethrough shall indicate assets that were not constructed and/or installed.

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1.3.1.8.6. An "X" shall be used to indicate abandoned or removed mains and shall be labeled as "abandoned" or "removed".

1.3.1.8.7. Northing and Easting shall be shown on the as-built plan sheets. When a table is used to show the northing and easting, the table shall be placed within the as-built AutoCAD file.

1.3.1.8.8. As-Built Surveys shall be drawn in the Florida State Plane Coordinate System.

1.3.1.8.9. NAVD88 and NAD83 coordinates shall be provided for the following:

1.3.1.8.9.1. Forcemains:

1.3.1.8.9.1.1. All vertical changes in the forcemain – surveyor shall shoot the top of pipe and the ground elevation.

1.3.1.8.9.1.2. All fittings, valves, and air release valves and vaults/enclosures.

1.3.1.8.9.1.3. Forcemains shall be surveyed for the top of pipe and ground elevation at 100-foot intervals. As-Built survey shall indicate the distance from the forcemain to the right-of-way and/or easement at these locations.

1.3.1.8.9.1.4. All caps and plugs. As-Built survey shall indicate the distance from each cap and/or plug to the nearest valve.

1.3.1.8.9.1.5. All points of connection for manifolding force mains.

1.3.1.8.9.1.6. Beginning and ending location of all horizontal directional drills.

1.3.1.8.9.1.7. Start of casing, end of casing, and vent locations (including concrete collar) for all jack and bores.

1.3.1.9. Backfill, re-grade, and sod all disturbed areas to match existing

1.3.1.10. Restoration of concrete and asphalt

1.4. GOVERNING SPECIFICATIONS

1.4.1. All improvements shall be made in accordance with the Marion County Land Development Code and the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, (copies of which are available separately), as amended and augmented by these specifications and plans.

1.4.2. The CONTRACTOR is directed to the fact that the plans are provided for reference. It is the CONTRACTOR'S responsibility to verify all field conditions prior to initiating work.

1.5. SUBMITTALS

1.5.1. Prior to ordering the materials, CONTRACTOR shall submit to the CONSTRUCTION MANAGER and ENGINEER the manufacturer's most current catalogue sheets and performance specifications for the PVC Pipe, plug valves, air release valves, fittings, restraints, and any other associated appurtenances proposed for use on this project. Any material requiring a submittal that is purchased by the CONTRACTOR prior to receiving the CONSTRUCTION MANAGER'S and ENGINEER'S approval of that material is at the CONTRACTOR'S own risk.

1.5.2. Contractor shall provide a minimum of one (1) digital submittal for review by the CONSTRUCTION MANAGER and ENGINEER. Construction Manager and Engineer have 30 calendar days to review and respond to each submittal. Any materials acquired or installed by the CONTRACTOR prior to approval by the CONSTRUCTION MANAGER and ENGINEER, does so at the CONTRACTOR'S sole risk.

1.6. DAILY REPORTS

1.6.1. CONTRACTOR shall submit daily reports of construction activities and total amount of materials installed. The report shall include the following:

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1.6.1.1. Manpower, number of workers by craft.
1.6.1.2. Equipment on the project.
1.6.1.3. Major deliveries.
1.6.1.4. Activities work with reference to the CPM schedule activity numbers.
1.6.1.5. New problems.
1.6.1.6. Material installed and other pertinent information.

1.6.2. A similar report shall be submitted for/by each subcontractor.

1.6.3. The reports shall be submitted to the Construction Manager the following morning via email of the respective report date. Each report shall be signed by CONTRACTOR's Superintendent or Project Manager.

1.7. PROGRESS SCHEDULES

1.7.1. All work of this Contract shall be scheduled and monitored by CONTRACTOR using the Critical Path Method (CPM). CONTRACTOR shall prepare the schedule for the project a minimum of two (2) weeks before starting any work and shall submit an updated schedule with each monthly pay request. CONTRACTOR will prepare revisions of the schedule to reflect changes in CONTRACTOR's plan of performance or changes in the Work and submit these revisions to the Construction Manager for acceptance.

1.7.2. CONTRACTOR shall prepare schedules as a time scale logic diagram and bar chart unless otherwise approved by the Construction Manager. Each major and minor portion of work or operation shall be clearly identified and tied by logical sequence to the shop drawing schedule and schedule of values. All schedules shall be prepared and submitted on 11-inch-by-17-inch paper.

1.7.3. **Schedule Content**

1.7.3.1. CONTRACTOR shall show the complete sequence of construction by activity, with dates for beginning and completion of each element of construction and provide sub-schedules to define critical portions of the entire schedule. Schedules shall also show accumulated percentage of completion of each item and total percentage of work completed as of the first day of each month.

1.7.4. **Revisions to Schedules**

1.7.4.1. CONTRACTOR shall indicate the progress of each activity to the date of submittal and the projected completion date of each activity. Revised schedules shall identify activities modified since previous submittal, major changes in scope, and other identifiable changes. CONTRACTOR shall also provide a narrative report to define problem areas, anticipated delays, and impact on schedule. CONTRACTOR shall also report corrective action taken or proposed and its effect, including the effect of schedule changes on other contractors.

1.7.4.2. CONTRACTOR acknowledges that free float belongs to the Owner. Free float is the length of time that any activity can be delayed without adversely affecting the start of the activity scheduled to follow immediately after.

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1.7.5. **Recovery Schedule**

1.7.5.1. If CONTRACTOR fails to achieve the planned progress, as indicated in the approved/updated detailed CPM Schedule, and CONTRACTOR's lack of progress delays the Critical path and/or an intermediate milestone by more than 10 work days (monthly or cumulatively), CONTRACTOR shall submit to the Owner for review and acceptance a proposed Recovery Schedule indicating how CONTRACTOR will recover the time lost.

1.7.5.2. If CONTRACTOR fails to submit a Recovery Schedule and/or fails to cooperate with the Owner in the Recovery Schedule process, the Owner can immediately order CONTRACTOR to accelerate completion of the late activities which have been delayed by whatever means necessary without any additional costs to the Owner. The Owner can withhold future progress payments until CONTRACTOR's progress is in compliance with the Contract Schedule or until the Owner has approved by Change Order proposed adjustments to the contract milestones, extension of contract time, or modification of the Contract Schedule.

1.8. PROGRESS MEETINGS

1.8.1. The Owner will organize and conduct a progress meeting at least once a month to discuss the progress of the Work. CONTRACTOR and any subcontractors CONTRACTOR deems necessary shall attend these meetings.

1.9. WORK HOURS

1.9.1. Regular work hours are hereby defined as 7:30 AM to 4:30 PM, Monday through Friday. Regular work hours do not include Saturday, Sunday, or other Marion County Holidays.

1.9.2. CONTRACTOR shall perform connection (tie-in) work during night time (9:00 PM – 3:00 AM) low flow period. Contractor shall coordinate connection schedule with Marion County Utilities with 48 hour minimum advance notification.

1.9.3. CONTRACTOR shall limit all work to the regular work hours specified above. Any deviation from these regular work hours requires prior written approval from the CONSTRUCTION MANAGER and ENGINEER. If CONTRACTOR is granted permission to work at times other than regular work hours, **CONTRACTOR shall be responsible for paying for the OWNER'S, INSPECTORS' and ENGINEER'S time expended on the project during that time period for the inspections and oversight.**

1.10. MOBILIZATION/DEMOBILIZATION

1.10.1. Mobilization shall include obtaining all permits and licenses (including payment of fees), securing insurance and bonds, moving equipment and materials to the Project Site, providing temporary construction electrical power and water supply, installing sanitary facilities for workers, providing a full time superintendent at the Project Site, providing required submittals, establishing a fire protection and safety plan, providing a detailed Critical Path Method schedule to the CONSTRUCTION MANAGER and ENGINEER for approval, and posting of OSHA, Department of Labor, and all other required notices.

1.10.2. CONTRACTOR shall video all areas where construction will occur noting the condition of existing features in the work areas. CONTRACTOR shall provide a copy to the CONSTRUCTION MANAGER and ENGINEER prior to commencement of work. Video quality shall be sufficient

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to see details of the existing features. Any video that is out of focus or otherwise unclear shall be reshot at the CONTRACTOR'S expense prior to any construction activities in the area.

1.10.3. CONTRACTOR shall lay out only the quantity of materials at the work locations that can be installed during that work day. No materials or equipment shall be left at a work location after completion of the workday; such items must be stored during non-work hours at the designated stockpile locations.

1.10.4. Upon completion of the work, CONTRACTOR shall demobilize in a timely manner, properly restore all work sites in accordance with these specifications, and remove from the Project Site all equipment, materials, dirt, debris, and other items generated by the CONTRACTOR during the project. Waste materials shall be disposed of off the Project Site at a duly licensed solid waste disposal facility. The CONTRACTOR shall arrange with the appropriate utility for the proper disconnect and service termination for temporary water and electrical supplies.

1.11. RECORDING

1.11.1. CONTRACTOR shall record construction information:

1.11.1.1. Record and update daily Record information from field notes and on a set of drawings and to the satisfaction of the Engineer.

1.11.1.2. Provide felt tip marking pens, maintaining separate colors for each major system, for recording information.

1.11.1.3. Record information concurrently (daily) with construction progress. Work shall not be concealed until required information is recorded.

1.12. PERMITS, LICENSES, AND FEES

1.12.1. CONTRACTOR is responsible for determining the required permits unless otherwise noted and licenses for prosecution of the work and for obtaining them in a timely manner so that the work proceeds in accordance with the project schedule. The COUNTY will provide FDEP permit to construct and MCTD Permit to perform work in the Marion County right-of-way. **CONTRACTOR must extend the MCTD permit date as needed before commencement of work.**

1.12.2. CONTRACTOR will be required to coordinate with the MCTD ROW Inspector to schedule an initial ROW inspection as construction begins and a final inspection once all construction is complete and ROW has been restored. If the ROW Inspector disapproves the final ROW inspection, CONTRACTOR is responsible for paying any and all re-inspection fees.

1.12.3. CONTRACTOR will be required to provide all the documents necessary for the line clearance including but not limited to successful pressure test reports and a certified as-built survey.

1.12.4. CONTRACTOR will be required to provide all the documents necessary for final MCTD ROW inspection approval, including but not limited to successful geotechnical test reports for all road cuts.

1.12.5. CONTRACTOR is responsible for paying all license application and permit fees as applicable and posting all necessary notices required by permits and licenses.

1.12.6. CONTRACTOR is responsible for paying utility connection fees and ongoing service fees for its temporary construction facilities at the project site.

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1.12.7. CONTRACTOR is responsible for paying fees for utility locating services.

1.13. TRAFFIC

1.13.1. CONTRACTOR's vehicles (including personal vehicles of its workers) shall obey all posted speed limits and traffic signs while traversing the Project Site.

1.13.2. Under no circumstances shall CONTRACTOR's vehicles (including personal vehicles of its workers), equipment or materials be parked or located in such a manner that blocks or impairs the flow of vehicular or pedestrian traffic on roads and driveways.

1.13.3. CONTRACTOR is responsible for maintaining vehicular and pedestrian traffic control as per the latest version of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

1.14. EXISTING PIPE LOCATION

1.14.1. CONTRACTOR shall contact Sunshine One Call to request locates of existing utilities prior to initiating any work in a particular area. CONTRACTOR shall be responsible for locating specific pipes as required to complete the work.

1.15. PROTECTION OF UTILITIES

1.15.1. During the prosecution of the work, CONTRACTOR shall maintain the maximum practical distance between its work and underground and aboveground (e.g. cables, handholes, terminals, access points, transformers, switch boxes, cable TV pedestals and boxes, etc.) utility services and shall avoid any disturbance of these items and their supporting substrate.

1.15.2. CONTRACTOR shall be responsible at its own cost for repair and/or replacement of utilities damaged by its work.

1.16. EXCAVATION

1.16.1. CONTRACTOR is advised that there are potential conflicts from buried electrical power, gas, telephone, sewer laterals, water service lines, and cable television services. CONTRACTOR shall exercise extreme care when excavating so that contact and/or disturbance with these utilities is avoided.

1.16.2. Prior to any excavation work, CONTRACTOR shall notify the utility companies and shall have the respective utilities marked in the field.

1.16.3. When rock, boulders, clay, or other unsuitable materials are encountered in the trench bottom they shall be removed to a depth of at least twelve inches (12") below the new piping and any other appurtenances pursuant to this work.

1.16.4. CONTRACTOR is responsible for the protection of all pavements and improvements within the work area. All damage to pavement and improvements shall be repaired at the CONTRACTOR'S own expense.

1.16.5. Excavations shall be kept free of water, including rain and runoff, while tubing/pipe is being installed in the excavation. The ends of tubing/pipe shall be kept properly plugged during

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installation to ensure that the tubing does not accumulate water, dirt, or other debris. All lines shall be flushed prior to placement into service and pressure tested as per FDEP requirements.

1.17. MATERIALS

1.17.1. New Force Mains shall be polyvinyl chloride PVC with dimension ration DR18, and shall comply with AWWA C900/ASTM D3139. HDPE force main shall be standard dimension ratio SDR11 and shall comply with AWWA C906.

1.17.2. New Plug Valves shall be in conformance with AWWA C517. All plug valves, unless otherwise specified or approved, shall be 100% port. Valves shall be equal to those as manufactured by DeZurik, Milliken, Val-Matic, or Engineer approved equal.

1.17.3. New Air Release Valves shall be in conformance with AWWA C512. All wastewater Air Release Valves shall be Stainless Steel. Valves shall be equal to those as manufactured by A.R.I. and H-Tec, or Engineer approved equal.

1.17.4. New 316 Stainless Steel tapping sleeves shall be in conformance with AWWA C223.

1.17.5. Refer to the general notes on the drawings, FDOT Standards, AWWA Standards, FAC Standards, and the Marion County Land Development Code for material and performance specifications.

1.17.6. Tubing and Pipes shall be homogeneous throughout; free from voids, cracks, inclusions, and other defects and shall be as uniform as is commercially practical in color, opacity, density, and other physical properties. Surfaces of the tubing shall be free from scratches, gouges, bloom, and other imperfections. Insides of tubing shall be kept free of dirt.

1.17.7. The OWNER reserves the right to sample and test any tubing after delivery and to reject all tubing represented by any sample that fails to comply with specified requirements. All tubing, pipes, fittings, and other ancillary materials shall be subject to inspection and approval by the CONSTRUCTION MANAGER and ENGINEER after delivery. No broken, cracked, imperfectly coated, or otherwise damaged or unsatisfactory material shall be used. When any defect is discovered, the defective portion shall not be installed. Defective tubing shall have the defect cut off at least twelve inches (12”) from the defect in the non-defective section of the barrel.

1.18. GRADING, SODDING, AND LANDSCAPING

1.18.1. After completion of the work including but not limited to successful tests, CONTRACTOR shall fill all trenches, cuts and other excavations with clean soil backfill. Backfill shall be free of rocks, clay, vegetative matter, trash, and debris and shall be compacted to form a stable surface level with the surrounding grade. Backfilled areas shall be compacted and graded manually (e.g. hand raking) so that the finish grade is restored to its pre-construction condition. Depressions, holes, voids, mounds, and cracks shall be removed so that the finished grade matches the surrounding, undisturbed grade.

1.18.2. Once the proper grade is achieved, CONTRACTOR shall place sod over all graded areas. Sod type shall match the type surrounding the grading area on undisturbed areas and shall completely cover surfaces disturbed by the CONTRACTOR’S work. Sod shall meet the FDOT Standard Specifications for Road and Bridge Construction (Section 570, latest edition).

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1.18.3. Topsoil shall be loosened or scarified to sufficient depth so that sod root zone easily penetrates the topsoil. Sod sections shall be placed so that edges are in close contact and manually compacted in place so that the root zone completely penetrates the substrate topsoil. After proper placement of sod, CONTRACTOR shall be responsible for watering the sod daily (Monday through Friday, holidays excluded) for a period of not less than thirty (30) working days.

1.19. CLEAN-UP AND WASTE DISPOSAL

1.19.1. During construction, CONTRACTOR shall perform daily cleaning of the work site(s) and adjacent properties and remove waste materials and windblown debris resulting from its construction operations or its worker's personal activities. No excavations shall be left open overnight.

1.19.2. CONTRACTOR shall perform complete restoration of each work area within seven (7) calendar days from completion of major installation work. The CONTRACTOR may be subject to liquidated damages for any work areas not restored within these prescribed times.

1.19.3. CONTRACTOR shall provide on-site container(s) for the collection and storage of waste materials, debris, and rubbish. On-site container(s) shall be located at designated temporary building and material stockpile area(s).

1.19.4. CONTRACTOR shall remove waste materials, debris, and rubbish from on-site container(s) as needed and dispose of it off the Project Site at a duly licensed solid waste disposal facility.

1.19.5. Prior to final completion, CONTRACTOR shall conduct an inspection of all work areas (including the temporary building(s) and material stockpile area(s)) to verify that those areas are clean and free of trash, rubbish, and debris.

1.20. BASIS OF PAYMENT FOR SERVICES

1.20.1. CONTRACTOR should submit by the end of each month an invoice in the AIA format broken out in the same line items and sub items that have been defined in Part 2 – Bid Form and Appendix A of the Contract Documents.

1.20.2. For compensation specifications, see Appendix A – Measurement and Payment.

1.20.3. Ten (10) percent of the cost of each invoice will be withheld until final completion of the project. At the 50% completion mark, and only if CONTRACTOR is on schedule, and within budget, retainage may be reduced to 5%. **CONTRACTOR SHALL PROVIDE THE COUNTY WITH FINAL RELEASES OF LIEN (CERTIFIED ORIGINALS) FROM ALL SUBCONTRACTORS AND SUPPLIERS WHEN SUBMITTING THEIR FINAL INVOICE. FAILURE TO PROVIDE THE FINAL RELEASE OF LIEN WILL DELAY PAYMENT OF THE FINAL INVOICE.**

1.21. WARRANTIES

1.21.1. CONTRACTOR shall provide Marion County with a one (1) year warranty for all portions of the project. The one (1) year warranty shall cover all necessary labor, equipment and replacement parts resulting from faulty or inadequate equipment design, improper assembly or erection, defective workmanship and materials, leakage, breakage or other failure of all equipment and components by the manufacturer.

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1.21.2. When not specifically identified in the above language, the warranty shall commence upon release of final retainage.

1.21.3. Marion County shall incur no labor, material or equipment cost during the one (1) year warranty period for the repair of any work completed by the CONTACTOR.

1.22. TIMELINES

1.22.1. All work will commence upon authorization from the County's Representative. All work will proceed in a timely manner without delays. CONTRACTOR shall commence the work upon the issuance of Notice to Proceed from Procurement Services and shall achieve Substantial Completion of the work no later than one hundred and twenty (120) calendar days. An additional fifteen (15) days shall be allowed for Final Completion.

1.22.2. Contractor shall request a Substantial Completion walkthrough with the Owner, Engineer, and Inspector. A satisfactory inspection is required prior to CONTRACTOR being granted Substantial Completion.

1.22.3. Contractor shall request a Final Completion walkthrough with the Owner, Engineer, and Inspector. A satisfactory inspection is required prior to CONTRACTOR being granted Final Completion.

1.23. LIQUIDATED DAMAGES

1.23.1. Should CONTRACTOR fail to substantially complete work under this contract and make the area available for beneficial use on or before the date stipulated for substantial completion (or such later date as may result from extension of time granted by Owner), he shall pay Owner liquidated damages. The sum of FIVE HUNDRED DOLLARS **($500.00)** shall be paid for each consecutive **calendar day** beyond the contract substantial completion date, which sum has been agreed upon as a reasonable and proper measure of damages which Owner will sustain per diem by failure of Contractor to complete work within time as stipulated. This payment shall not be construed as a penalty on CONTRACTOR; it being recognized by Owner and Contractor that the injury to the Owner which could result from a failure of Contractor to complete on schedule is uncertain.

1.23.2. For each consecutive **calendar day** that the work remains incomplete after the date established for Final completion, the Owner will retain from the compensation otherwise to be paid to CONTRACTOR the sum of FIVE HUNDRED DOLLARS **($500.00)**. This amount is the minimum to complete all remedial work, correct deficient work, clean up the project and other miscellaneous tasks as required to complete all work specified. This amount is in addition to the liquidated damages prescribed above and shall not be construed as a penalty.

1.24. STANDARD AND SAFETY EQUIPMENT

1.24.1. At his expense, CONTRACTOR shall comply with all applicable OSHA, ADA, and FDOT regulations.

1.25. TAXES AND FEES

1.25.1. CONTRACTOR shall pay all applicable sales, consumer, use and other similar taxes required by law. CONTRACTOR is responsible for reviewing the pertinent State statutes involving the sales tax and complying with all requirements.

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APPENDIX A – MEASUREMENT & PAYMENT

SECTION 1 – GENERAL

1.01 SECTION INCLUDES

A. Procedures and submittal requirements for schedule of values, application for payment and unit prices.

1.02 RELATED SECTIONS

A. Part 1, Scope of Work

B. Part 1, Bid Form

1.03 The Contract Documents set forth intend that CONTRACTOR be responsible for determining the means, methods, and quantities of all work which may be required for the completion of the project. The bid items listed on the bid breakdown are for comparison of the bids and may be used as a method of determining the value of work performed for partial payment requests.

1.04 Work not specifically covered by the Contract Bid Schedules but necessary for the completion of the work as described in the Contract Documents will be deemed to be otherwise included in CONTRACTOR's unit prices. No additional payment to CONTRACTOR will be made for items not specifically listed on the Contract Bid Schedules.

1.05 CONTRACTOR shall assume all risks in determining the quantities of each bid break down and for including as a part of the prices the appropriate percentage to cover all Contractor's overhead and profit, equipment rental and maintenance, and all other costs not specifically described on the Contract Bid Schedule but necessary to carry out the work as required by the Contract Documents. When totaled together, the totals for each item of the Contract Bid Schedules shall be the total contract price for the work of this Contract. No other payments will be made to CONTRACTOR except as specifically authorized by change order.

1.06 Each unit or lump sum price stated on the Bid Form shall constitute full compensation as herein specified for each item of work completed in accordance with the drawings and specifications.

1.07 Under the price specified to be paid for each item, CONTRACTOR shall furnish all materials and equipment, furnish all labor and plant, and do all operations necessary to complete all work specified or shown. All supervision, overhead items, protection, and precautions and all other costs incidental to the construction work completed and as specified are included.

1.08 A complete, finished, working job, as intended by the general nature of these specifications, shall be produced whether or not any particular wording or direction is omitted or inadvertently not clearly stated.

1.09 Measurement for payment shall be by the Owner, except where noted elsewhere in this specification. Measurement for partial payment for lump sum items shall be on the basis of percentage of work complete and in place. Measurement for final payment shall be on the basis of the specified item, in-place, tested

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and accepted by the Owner or his representative, plus all incidental and supporting requirements fulfilled for the individual item and the project in total.

1.10 The prices for those items which involve excavation shall include compensation for disposal of surplus excavated material and handling water.

1.11 The prices of all pipe items shall constitute full compensation for furnishing, laying, jointing, and satisfactory testing of pipe; excavation and backfill, satisfactory density testing of backfill; all site restoration including sod and cleanup.

1.12 All partial pay descriptions shall be understood as less standard retainage whether stated or not.

SECTION 2 – MEASUREMENT AND PAYMENT

2.01 MOBILIZATION & DEMOBILIZATION – BID ITEM NO. 1.01

A. Description: Shall be paid for lump sum and consist of preparatory work and operation for beginning work on this project, including the pre-construction video. Work includes labor, equipment and materials necessary to complete the work and not covered by a specific pay item, as outlined in the contract documents. Also included is cost indemnity for Owner and Engineer and obtaining all permits and licenses not obtained by the Owner. **Lump sum amount shall not exceed 5% of the sum of the unit price pay items.**

B. Measurement: The quantity shall be measured as one lump sum quantity. Partial payments will be prorated throughout the duration of construction of this Project in direct proportion to the percent of completion of the work, as determined by the ratio of the payment requested to the total contract price.

C. Payment: The quantities, as determined above, shall be paid for at the contract lump sum price set out in the Proposal, which price and payment constitutes full compensation for all the work described herein.

2.02 INSURANCE AND PERMITS – BID ITEM NO. 1.02

A. Description: The work specified in this item consists of all necessary insurance and permit fees as outlined in the contract documents.

B. Measurement: The quantity shall be measured as one lump sum quantity. Partial payments will be prorated throughout the duration of construction of this Project in direct proportion to the percent of completion of the work, as determined by the ratio of the payment requested to the total contract price.

C. Payment: The quantities, as determined above, shall be paid for at the contract lump sum price set out in the Proposal, which price and payment constitutes full compensation for all the work described herein.

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2.03 PAYMENT AND PERFORMANCE BOND – BID ITEM NO. 1.03

A. Description: The work specified in this item consists of all necessary payment and performance bonds as outlined in the contract documents.

B. Measurement: The quantity shall be measured as one lump sum quantity.

C. Payment: The quantities, as determined above, shall be paid for at the contract lump sum price set out in the Proposal, which price and payment constitutes full compensation for all the work described herein.

2.04 MAINTENANCE OF TRAFFIC – BID ITEM NO. 1.04

A. Description: The work specified in this Item consists of maintaining traffic within the limits of the project for the duration of the construction period including any temporary suspensions of the work. It shall include the construction and maintenance of any necessary detour facilities; including pedestrian MOT; the preparation of maintenance of traffic plans prepared, signed, and sealed by a Florida Professional Engineer; the providing of necessary facilities for access to residences, businesses, sidewalks etc. along the project; the furnishing, installing and maintaining of traffic control and safety devices during construction, the control of dust, and any other special requirements for safe and expeditious movement of traffic and pedestrians as may be called for on the plans or required by Marion County Engineering instruction. The term, maintenance of traffic, as used herein, shall include all of such facilities, devices and operations as are required for the safety and convenience of the public as well as for minimizing public nuisance, all as specified in this Section.

B. Measurement: The quantity of maintenance of traffic to be paid for under this Item shall be measured as one lump sum quantity. Partial payments will be prorated throughout the duration of construction of this Project in direct proportion to the percent completion of the work, as determined by the MCUD Construction Representative.

C. Payment: The quantities, as determined above, shall be paid for at the contract lump sum price set out in the Proposal, which price and payment constitutes full compensation for all the work described herein.

2.05 CONSTRUCTION SURVEY AND LAYOUT – BID ITEM NO. 1.05

A. Description: This bid item includes all costs for providing the services of a Florida-certified Professional Land Surveyor to perform pre-construction stakeout; establish vertical control; and establish horizontal control, right-of-way locations, and property boundary locations in accordance with the contract documents and to the satisfaction of the Owner.

B. Measurement: The quantity shall be measure as one lump sum quantity. Partial payments will be pro-rated throughout the duration of construction of this Project in direct proportion to the percent of completion of the work, as determined by the MCUD Construction Representative.

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C. Payment: The quantities, as determined above, shall be paid for at the contract lump sum price set out in the Proposal, which price and payment constitutes full compensation for all the work Described herein.

2.06 CERTIFIED AS-BUILT DRAWINGS – BID ITEM NO. 1.06

A. Description: This bid item describes measurement and payment for providing as-built drawings in accordance with the contract documents. This item includes furnishing all labor, materials, equipment, and services necessary for composing and providing as-built drawings, for the entire project in accordance with the contract documents, including but not limited to survey services, updating the electronic copy of the drawings, identifying items that were revised during the project or by addenda, having all drawings signed and sealed by a Florida-certified professional land surveyor, and providing paper and electronic copies of the as-built drawings.

B. Measurement: Measurement will be on a lump sum basis.

C. Payment: Once the as-built drawings have been determined by the Engineer and MCUD Construction Representative to be complete according to the Specification requirements, payment will be made for the entire lump sum price as set forth in the Proposal.

2.07 IMPLEMENT AND MAINTAIN EROSION CONTROL PLAN – BID ITEM NO. 1.07

A. Description: This bid item describes measurement and payment for furnishing and installing all erosion control devices for the Project and in accordance with the Erosion Control Plan. The unit bid price includes furnishing and installing all necessary materials and equipment required to erect erosion control devices for the designated length of the project. Bid price also includes monitoring and repairing the erosion control devices for the duration of the project. Erosion control devices shall be removed only when directed by the MCUD Construction Representative.

B. Measurement: The quantity to be paid for under this Item shall be measured as one lump sum quantity. Partial payments will be prorated throughout the duration of construction of this Project in direct proportion to the percent completion of the work, as determined by the MCUD Construction Representative.

C. Payment: The quantities, as determined above, shall be paid for at the contract lump sum price set out in the Proposal, which price and payment constitutes full compensation for all the work described herein.

2.08 VERIFICATION OF EXISTING UTILITIES – BID ITEM NO. 1.08 & 1.09, A-2.12

A. Description: The work specified in this item consists of verifying each existing utility, via excavation, before construction begins to determine location, type and conditions of existing utilities within the project corridor. This item includes any backfilling and restoration required to provide a safe construction site after each utility is verified. This pay item is included to aid CONTRACTOR in determining existing conditions and aid in the planning of work execution. The unit bid price includes full compensation for all labor, materials, equipment, taxes,

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transportation, excavation, utility location, pavement restoration, and protection to verify all existing services in the project area.

B. Measurement: The quantity to be paid for under this item shall be measured as per each utility verified in the presence of a MCUD Construction Representative. Any excavations of existing utilities performed without a MCUD Construction Representative will need to be re-verified with an MCUD Construction Representative present at CONTRACTOR's own expense.

C. Payment: Payment will be per each utility verified.

2.09 CONSTRUCT FORCE MAIN VIA OPEN CUT – BID ITEM NO. 2.01 – 2.04, A-2.1

A. Description: This bid item describes measurement and payment for furnishing and installing piping in open cut trenches: DR18 C-900 polyvinyl chloride pipe. The unit bid price includes furnishing and installing all pipe by open cut, and materials above or below ground along the pipeline alignment; including electronic locator wire; excavation to confirm location of existing utilities, pavement removal and disposal, removal of existing utilities as shown on the plans, joints and jointing materials, joint restraints, thrust blocking, making pipe connections, maintenance of flow, bypass pumping as required, clearing; sheeting, shoring and bracing; dewatering, excavation; bedding and backfill; satisfactory compaction and testing; protection and adjusting of existing above ground and underground utilities and service connections; excavation and construction beneath existing facilities including ditch blocks, protection and/or repair of facilities and ditch blocks, proper disposal of excess soil and spoil; identification tape, hydrostatic testing; flushing, pigging, cleaning, pressure testing, erosion control; protection of culverts and drainage facilities, temporary and permanent surface restoration and sodding, removal and replacement of fence, temporary sidewalk replacement and all other related and necessary materials, work and equipment required to construct a complete and operable pipeline except where such are shown to be paid for under a separate item. Work shall include any temporary restoration required by MCUD and MCTD until permanent restoration is in place. Salvageable materials shall be delivered to Owner's field office upon request

B. Measurement: The quantity under this Item shall be measured horizontally above the centerline of the pipe complete and acceptably installed as shown on the drawings and to the satisfaction of the MCUD Construction Representative.

C. Payment: The pay for the work specified under this Section shall be per linear foot for the types and sizes of pipe specified in the applicable pay items, actually constructed and accepted.

2.10 CONSTRUCT FORCE MAIN VIA HORIZONTAL DIRECTIONAL DRILL (HDD) – BID ITEM NO. 2.05, A-1.1

A. Description: This bid item describes measurement and payment for force main installed by horizontal directional drilling (HDD). The bid price includes pre and post recorded video inspections of existing storm culverts being crossed by the HDD, furnishing all materials, including pipe, locating (tracer) wire, plus all the work, tools, equipment, materials, and incidentals required to construct the pipe by HDD, as shown on the plans and/or as described in the specifications, complete, in place, and accepted. Contractor shall cover any costs associated with

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the restoration of anything damaged from the drilling operation including, but not limited to, curbing, sidewalk, and pavement. The work includes, but is not limited to assembling, welding, supporting, stringing, pulling, contact grouting, testing, pigging, flushing, cleaning, disinfection and testing, preliminary low pressure and hydrostatic pressure and leakage testing, test pits, excavation, backfill, sheeting, shoring, bracing, dewatering, protection of culverts and drainage facilities, erosion and sedimentation control, sod, landscape restoration, locating existing utilities in advance of performing any drilling, providing a drilling plan, providing bore logs to the Owner and all incidentals necessary to complete the work except where such items are shown to be paid for under a separate item. Item also includes sleeves and/or fusible MJ adapters for making connections to the water main installed by direct bury or other directional drill.

B. Measurement: Measurement will be horizontally above the centerline of the pipe and includes the length of any valves or fittings.

C. Payment: The pay for the work specified under this Section shall be per linear foot for the types and sizes of pipe specified in the applicable pay items, actually constructed and accepted.

2.11 CONSTRUCT FORCE MAIN VIA JACK AND BORE (24" casing) – BID ITEM NO. A-2.2

A. Description: This bid item describes measurement and payment for force main installed by jack and boring. The unit bid price includes furnishing all materials, including pipe, locating (tracer) wire, casing, casing spacers, end seals, plus all the work, tools, equipment, materials, and incidentals required to construct the pipe by jack and bore, as shown on the plans and/or as described in the specifications, complete, in place, and accepted. The work includes, but is not limited to assembling, welding, supporting, stringing, pulling, testing, pigging, flushing, cleaning, test pits, excavation, backfill, sheeting, shoring, bracing, dewatering, protection of culverts and drainage facilities, erosion and sedimentation control, sod, locating existing utilities in advance of performing any boring, providing a jack and bore plan in accordance with the contract documents, repairing any damage caused by the bore operation, providing bore logs to the Owner and all incidentals necessary to complete the work except where such items are shown to be paid for under a separate item.

B. Measurement: Measurement will be horizontally above the centerline of the casing.

C. Payment: The pay for the work specified under this Section shall be per linear foot for the types and sizes of pipe specified in the applicable pay items, actually constructed and accepted.

2.12 RESILIENT SEAT VALVE ASSEMBLY, COMPLETE – BID ITEM NO. 2.06 – 2.09, A-2.3, A-2.4

A. Description: This bid item describes measurement and payment for furnishing and installing resilient seated plug valves with boxes complete and acceptably installed to final grade after the final grade has been established. This bid item includes, but is not limited to, valves, valve case and lid, trench adapter and extensions, tracer wire riser, concrete support, restraints (valves shall be restrained as dead-ends in both directions from the valve), concrete pad and brass tag except where such are shown to be paid for under a separate item. The unit bid price includes furnishing and installing all incidental items required for a complete assembly

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B. Measurement: Measurement will be on an individual basis for each valve assembly as shown on the drawings or where directed by the MCUD Construction Representative.

C. Payment: Payment will be according to the size or type of valve assembly specified in the applicable pay items, actually constructed and accepted.

2.13 FURNISH & INSTALL DUCTILE IRON FITTINGS – BID ITEM NO. 2.10 – 2.23, A-1.2, A-2.5 – A-2.7

A. Description: This bid item describes measurement and payment for ductile iron pipe fittings and restraint assemblies used in installing fittings on ductile iron and PVC pipe used in the construction of the main. The unit bid price includes furnishing and installing all fittings and materials above or below ground along the pipeline alignment; joints, and jointing materials; thrust bracing, shoring, and sheeting; dewatering, clearing, grubbing, and stripping; trenching, bedding and backfill, constructing the specified protection and adjusting of existing above ground and underground utilities and service connections; disposal of spoil; paintings and/or coatings; satisfactory hydrostatic testing; erosion control; maintenance of flow, by-pass pumping (as required); surface restoration and all other related and necessary materials, work and equipment required to construct a complete, operable restrained joint pipeline. This bid item includes, but is not limited to, wyes, tees, bends, crosses, sleeves, plugs and caps, reducers, flanged coupling adapters, and restraining devices.

B. Measurement: The quantity shall be per each ductile iron pipe fitting acceptably installed as shown on the drawings or where directed by the MCUD Construction Representative.

C. Payment: Payment will be according to the size or type of ductile iron fitting specified in the applicable pay items, actually constructed and accepted.

2.14 STAINLESS STEEL TAPPING SLEEVE AND VALVE ASSEMBLY (WET TAP) – BID ITEM NO. 2.24 – 2.25, A-2.8

A. Description: This bid item describes measurement and payment for furnishing and installing stainless steel tapping sleeves and valves to make wet tap connections to the existing main complete and acceptably installed where shown on the drawings or where directed by the MCUD Construction Representative. This bid item includes, but is not limited to, all materials and installation from the point of connection to the main line including furnishing and installing stainless steel tapping sleeve and valve assemblies, couplings, offset fittings, valves, taps, restrained fittings, piping, cleaning and preparing of existing connection points, restraining of existing piping leading to connection point, thrust blocks; exploratory digging and confirmation of existing elevations, excavation, backfill, dewatering, sheeting, shoring, testing, restoration, and coordination and scheduling of the work and/or inspection of the work with MCUD Construction Representative.

B. Measurement: Measurement will be on an individual basis per each tapping sleeve and valve assembly with wet tap connection installed and accepted by the MCUD Construction Representative.

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C. Payment: Payment will be according to the size or type of connection as set forth on the Proposal.

2.15 OFFSET COMBINATION AIR RELEASE/VACUUM VALVE OR AIR RELEASE VALVE AND ABOVE GRADE ENCLOSURE ASSEMBLY, COMPLETE – BID ITEM NO. 2.26 – 2.27, A-2.9

A. Description: This bid item describes measurement and payment for furnishing and installing automatic air release valve and assemblies complete and acceptably installed. The unit bid price includes furnishing and installing the tapping saddle, tap, isolation valves, reducers, automatic combination air release/vacuum valve or air release valve, tracer wire, piping, housings, plastic enclosure, exterior coating and painting, concrete pads, fittings, by-pass pumping, testing, clearing, sheeting, shoring and bracing, dewatering, excavation, backfill and compaction, sod, erosion and sedimentation control, excavation to confirm location of existing utilities, protection of existing above ground and underground utilities and service connections, removal and disposal of excess excavated material, protection of valve and enclosure until acceptance by the owner and incidental items required to install a complete assembly. The unit bid price includes furnishing and installing all items required for a complete assembly except where such are shown to be paid for under a separate item.

B. Measurement: Measurement will be on an individual basis for each automatic air release valve and enclosure assembly installed as shown on the drawings or where directed by the MCUD Construction Representative.

C. Payment: Payment will be according to the size or type of air release valve assembly specified in the applicable pay items, actually constructed and accepted.

2.16 FORCEMAIN PIG PORT ASSEMBLY, COMPLETE – BID ITEM NO. 2.28

A. Description: This bid item describes measurement and payment for furnishing and installing forcemain pig port assemblies, complete and acceptably installed. The unit bid price includes furnishing and installing the pipe restraints, isolation valve, restraining devices, tracer wire, piping, housings, concrete pads, stone bedding, fittings, satisfactory testing, clearing, sheeting, shoring and bracing, dewatering, excavation, backfill and compaction, sod, erosion and sedimentation control, excavation to confirm location of existing utilities, protection of existing above ground and underground utilities and service connections, removal and disposal of excess excavated material, and incidental items required to install a complete assembly. The unit bid price includes furnishing and installing all items required for a complete assembly except where such are shown to be paid for under a separate item.

B. Measurement: Measurement will be on an individual basis for each pig port and vault assembly installed as shown on the drawings or where directed by the MCUD Construction Representative.

C. Payment: Payment will be according to the size or type of pig port assembly, and the operation to be performed, as set forth on the Proposal.

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2.17 SOD – BID ITEM NO. 3.01

A. Description: CONTRACTOR shall furnish and place sod as shown in the plans and in accordance with the FDOT Standard Specifications for Road and Bridge Construction to restore all disturbed areas in the right-of-way.

B. Measurement: The quantity of Sod in linear feet, to be measured for payment under this Item will be measured over the centerline of the pipeline.

C. Payment: Payment for Sod will be made at the unit price per linear foot of pipe installed for this Item for the actual sod installed and maintained, and accepted by the Engineer. Partial payments for sod shall be no more than 75% until 30 days maintenance is completed or the time of Substantial Completion. The contract unit price shall cover all costs of labor, equipment, materials, fertilization, watering, and maintenance until accepted by the Owner. Sod specifically included under other Items will not be measured. Sodding paid for under this Item does not include the sodding installed in the location covered by other items.

2.18 ASPHALT ROADWAY REMOVAL & TEMPORARY REPLACEMENT – BID ITEM NO. 3.02, A-2.10

A. Description: CONTRACTOR shall remove existing asphalt pavement and base material and replace to the greater of an equivalent pre-construction, current Marion County LDC, current FDOT specifications, or details included in the contract documents to allow for open cut installation of pipe, fittings and valves. This pay item is for restoration of the area directly impacted by the trench excavation through existing pavement. The work includes all materials, mixing, placing, rolling, testing, and curing of the asphalt, and work incidental thereto. The minimum thickness of placed asphalt is 1-1/2". Pipe excavation and placement will be paid for under other Bid Items.

B. Measurement: The quantity, in linear feet, will be measured over the centerline of the pipeline installed beneath the pavement.

C. Payment: Payment will be made at the unit price per linear foot for all materials, labor, and equipment required to perform the work.

2.19 PERMANENT ASPHALT ROADWAY RESTORATION – BID ITEM NO. 3.03, A-2.11

A. Description: Contractor shall provide all labor, materials, and equipment necessary for milling and resurfacing 1-1/2" of asphalt as shown in the contract documents, required by the land development code, and as approved by the MCUD Construction Representative. The work includes all materials, mixing, placing, rolling, testing, and curing of the asphalt, and work incidental thereto. Item includes replacement of existing striping in accordance with MCTD or FDOT standards, whichever applies.

B. Measurement: The quantity, in square yards, measured at 1-1/2" thickness, for payment under this Item will be the actual area of asphalt placed in the work, measured in place, within the lines and grades as ordered. Asphalt specifically included under other Items will not be measured, or paid for, under this Item.

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C. Payment: Payment will be made at the contract unit price, per square yard, for asphalt pavement accepted by the MCTD and the MCUD Construction Representative. Unsatisfactory asphalt pavement will be removed and replaced by CONTRACTOR with no additional compensation.

2.20 REMOVE AND REPLACE CULVERT – BID ITEM NO. 3.04 – 3.06

A. Description: The bid item describes measurement and payment for removal and replacement of Corrugated Metal Pipe Culvert located within the Project limits. The removal and replacement shall be in accordance with the FDOT Standard Specifications for Roadway and Bridge Construction, latest edition, and the FDOT Design Standards, latest edition. The item shall include all labor, material, equipment, erosion control devices, proper disposal of demolished material, form work, testing, curing and restoration necessary for complete removal and replacement of culvert pipe disturbed by construction activity and as approved by the MCTD and MCUD Construction Representative.

B. Measurement: Measurement will be on an individual basis for each culvert pipe acceptably installed as shown on the drawings or where directed by the MCUD Construction Representative.

C. Payment: Payment will be made at the contract unit price, at the sizes listed in the contract, for culvert pipe accepted by MCUD Construction Representative. Unsatisfactory culvert pipe will be removed and replaced by CONTRACTOR with no additional compensation.

2.21 REMOVE AND REPLACE CONCRETE MITERED END SECTION – BID ITEM NO. 3.07

A. Description: The bid item describes measurement and payment for removal and replacement of mitered end sections located within the Project limits. The removal and replacement shall be in accordance with the FDOT Standard Specifications for Roadway and Bridge Construction, latest edition, and the FDOT Design Standards, latest edition. The item shall include all labor, material, equipment, proper disposal of demolished material, form work, reinforcement, testing, curing and restoration necessary for complete removal and replacement of mitered end sections disturbed by construction activity and as approved by the MCUD Construction Representative.

B. Measurement: Measurement will be on an individual basis for each mitered end section acceptably installed as shown on the drawings or where directed by the MCUD Construction Representative.

C. Payment: Payment will be made at the contract unit price, on an individual basis, for each mitered end section accepted by the Marion County Office of the County Engineer and the MCUD Construction Representative. Unsatisfactory mitered end sections will be removed and replaced by CONTRACTOR with no additional compensation.

2.22 ENVIRONMENTAL SURVEY AND PERMITTING – BID ITEM NO. 4.01

A. Description: The work specified in this item consists of performing an environmental assessment of the project site for all listed species, including gopher tortoises. This item includes preparing, submitting (including permit fees), and obtaining a permit from the Florida Fish and Wildlife Conservation Commission (FFWCC) to relocate all tortoises necessary for the completion of this

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Project. CONTRACTOR shall commence with the environmental assessment immediately upon receiving Notice to Proceed for this project.

B. Measurement: The quantity shall be measured as one lump sum quantity. Partial payment will be pro-rated throughout the duration of construction as approved by the MCUD Construction Representative.

C. Payment: The quantities, as determined above shall be paid for at the contract lump sum price set out in the Bid Form, which price and payment constitutes full compensation for all the work described herein.

2.23 GOPHER TORTOISE BURROW EXCAVATION – BID ITEM NO. C1

A. Description: The worked specified in this Item consists of excavation of gopher tortoise burrows in accordance with FFWCC procedures and permit requirements.

B. Measurement: The quantity shall be measured per burrow excavated.

C. Payment: The price includes all work, materials, labor, equipment, licenses, and monitoring required to excavate burrows in accordance with FFWCC procedures and permit requirements to confirm the presence of gopher tortoises.

2.24 GOPHER TORTOISE RELOCATION – BID ITEM NO. C2

A. Description: The work specified in this Item consists of proper relocation of confirmed gopher tortoises in accordance with FFWCC procedures and the recipient's site permit requirements. Work includes necessary recipient site fees and transport costs.

B. Measurement: The quantity shall be measured per gopher tortoise properly relocated.

C. Payment: The price includes work, materials, labor, equipment, licenses, monitoring and transport to relocate gopher tortoises in accordance with FFWCC procedures and recipient site permit requirements. CONTRACTOR shall be paid for each individual gopher tortoise excavated and properly relocated.

2.25 GOPHER TORTOISES TO BE BUCKET TRAPPED, PULLED, OR MONITORED – BID ITEM NO. C3

A. Description: The work specified in this item consists of gopher tortoises to be bucket trapped, pulled, or monitored during construction in accordance with permit and by a certified agent.

B. Measurement: The quantity shall be measured by each tortoise burrow that is occupied.

C. Payment: Contractor shall be paid for each individual gopher tortoise identified within the construction limits of survey that is not physically excavated. The contract unit price shall reflect

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all labor, material, equipment, licenses, and services from a certified agent necessary to ensure conformance with the conditions of the permit.

2.26 16" C900 DR18 CASING (FOR WATER MAIN CROSSING AT STA. 625+87) – BID ITEM NO. C4

A. Description: This bid item describes measurement and payment for furnishing and installing DR18 C900 polyvinyl chloride pipe as casing pipes in open cut trenches. The unit bid price includes furnishing and installing all casing pipe by open cut, and materials above or below ground along the pipeline alignment; including electronic locator wire; spacers, excavation to confirm location of existing utilities, pavement removal and disposal, clearing, sheeting, shoring and bracing; dewatering, excavation; bedding and backfill; satisfactory compaction and testing, disposal of spoil; identification tape; erosion control; protection of culverts and drainage facilities and all other related and necessary materials, work and equipment required to construct a complete and operable casing except where such are shown to be paid for under a separate item.

B. Measurement: The quantity under this Item shall be measured horizontally above the centerline of the casing pipe complete and acceptably installed as shown on the drawings and to the satisfaction of the MCUD Construction Representative.

C. Payment: The pay for the work specified under this Section shall be per linear foot for the types and sizes of casing pipe specified in the applicable pay items, actually constructed and accepted.

2.27 REMOVE AND REPLACE UNSUITABLE MATERIAL WITH CLEAN FILL – BID ITEM NO. C5

A. Description: CONTRACTOR shall make any additional earth excavation which may be ordered by the Engineer in writing to remove unsuitable soil and rock material. The work includes all clearing, pavement, sidewalk, curb and curb and gutter removal, care of structures and adjacent property, placing, maintenance, and removal of shoring, sheeting, and bracing, dewatering, backfilling with suitable material, disposal of excavated unsuitable material, temporary restoration of street surfaces and other appurtenant work as specified and directed.

B. Measurement: The quantity of unsuitable material required to remove the unsuitable material and allow for proper backfilling and compaction of the excavated area, in cubic yards, is to be measured for payment under this Item as the total excavation, as ordered and approved by the Engineer. Earth excavation for placement of selected fill material for pipe bedding or to permit construction of other types of pipeline foundations will be included for payment under this Item. Unauthorized additional earth excavation will not be measured or paid for.

C. Payment: Payment for Unsuitable Material Removal ordered in writing by the Engineer will be made at the unit price per cubic yard for this Item.

2.02 ROCK EXCAVATION – BID ITEM NO. C6

A. Description: Rock excavation shall be defined as the excavation of all hard, compacted or cemented materials which requires the use of heavy ripping equipment or blasting. The excavation and removal of isolated boulders or rock fragments smaller than one cubic yard in volume is covered under another pay item. Rock is defined as limestone, sandstone, or similar rocks in solid

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beds or masses in original or stratified position which can be removed only by continuous drilling, blasting or the use of pneumatic tools, and all boulders of 1 cubic yard in volume or larger. Blasting is not the preferred method and will require the approval of the FDOT and MCUD. The work includes all clearing, pavement, sidewalk, curb and curb and gutter removal, care of structures and adjacent property, placing, maintenance and removal of shoring, sheeting and bracing, dewatering, backfilling with suitable material, disposal of rock material, temporary restoration of street surfaces and other appurtenant work as specified and directed.

B. Measurement: Pay item will be measured by standard cross-section method for measuring the extent of rock in the trench, not by measuring the volume of removed rock. Measurement will be on a per cubic yard basis for payment under this item.

C. Payment: Payment for Rock Excavation will be made at the contract unit price per cubic yard for this Item.

END OF APPENDIX

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SCHEDULE OF VALUES
EXHIBIT C

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1.0	GENERAL				
1.01	Mobilization and Demobilization	1	LS	[redacted]	$ 20,000.00
1.02	Insurance and Permits	1	LS		$ 3,000.00
1.03	Payment and Performance Bond	1	LS		$ 20,000.00
1.04	Maintenance of Traffic	1	LS		$ 16,000.00
1.05	Construction Survey and Layout	1	LS		$ 7,000.00
1.06	Certified As-built Drawings	1	LS		$ 5,000.00
1.07	Implement and Maintain Erosion Control Plan	1	LS		$ 7,500.00
1.08	Verification of Existing Utilities (not under pavement)	23	EA	$ 150.00	$ 3,450.00
1.09	Verification of Existing Utilities (under pavement)	11	EA	$ 400.00	$ 4,400.00
2.0	FORCEMAINS				
2.01	4" PVC C900 DR 18	20	LF	$ 30.00	$ 600.00
2.02	6" PVC C900 DR 18	120	LF	$ 26.00	$ 3,120.00
2.03	8" PVC C900 DR 18	1597	LF	$ 28.00	$ 44,716.00
2.04	16" PVC C900 DR 18	6537	LF	$ 64.00	$ 418,368.00
2.05	16" PVC C900 DR 18 Horizontal Directional Drill	2011	LF	$ 176.00	$ 353,936.00
2.06	4" Plug Valve and Box	2	EA	$ 850.00	$ 1,700.00
2.07	6" Plug Valve and Box	3	EA	$ 1,600.00	$ 4,800.00
2.08	8" Plug Valve and Box	2	EA	$ 2,000.00	$ 4,000.00
2.09	16" Plug Valve and Box	8	EA	$ 6,500.00	$ 52,000.00
2.10	16" 11.25^{o} Fitting	2	EA	$ 1,500.00	$ 3,000.00
2.11	6" 45° Fitting	3	EA	$ 550.00	$ 1,650.00
2.12	8" 45° Fitting	2	EA	$ 675.00	$ 1,350.00
2.13	16" 45° Fitting	8	EA	$ 1,750.00	$ 14,000.00
2.14	4" 90° Fitting	2	EA	$ 400.00	$ 800.00
2.15	6" 90° Fitting	1	EA	$ 450.00	$ 450.00
2.16	8" 90° Fitting	1	EA	$ 600.00	$ 600.00
2.17	4" x 4" Tee	1	EA	$ 450.00	$ 450.00
2.18	8" x 8" Tee	1	EA	$ 700.00	$ 700.00
2.19	16" x 4" Tee	1	EA	$ 2,000.00	$ 2,000.00
2.20	16" x 6" Tee	1	EA	$ 1,700.00	$ 1,700.00
2.21	6"x6" Wye	1	EA	$ 750.00	$ 750.00
2.22	8" Sleeve	1	EA	$ 800.00	$ 800.00
2.23	16" Sleeve	1	EA	$ 1,600.00	$ 1,600.00
2.24	16" x 8" Stainless Steel Tapping Sleeve and Valve (Wet Tap)	1	EA	$ 4,500.00	$ 4,500.00
2.25	16" x 16" Stainless Steel Tapping Sleeve and Valve (Wet Tap)	1	EA	$ 12,000.00	$ 12,000.00
2.26	2" Air Release Valve Assembly	6	EA	$ 4,700.00	$ 28,200.00
2.27	3" Air Release Valve Assembly	1	EA	$ 6,800.00	$ 6,800.00
2.28	Pig Port Assembly	1	EA	$ 35,000.00	$ 35,000.00
3.0	RESTORATION				
3.01	Sod	8000	LF	$ 5.00	$ 40,000.00

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ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
3.02	Asphalt Driveway/Roadway Removal & Temporary Replacement	274	LF	$ 30.00	$ 8,220.00
3.03	Permanent Asphalt Roadway Restoration	1061	SY	$ 20.00	$ 21,220.00
3.04	Remove and Replace 24" Culvert	1	EA	$ 4,000.00	$ 4,000.00
3.05	Remove and Replace 18"x24" Culvert	1	EA	$ 4,000.00	$ 4,000.00
3.06	Remove and Replace 20"x26" Culvert	1	EA	$ 6,000.00	$ 6,000.00
3.07	Remove and Replace Concrete Mitered End Section	10	EA	$ 1,500.00	$ 15,000.00
4.0	ENVIRONMENTAL				
4.01	Environmental Survey and Permitting	1	LS	[redacted]	$ 3,000.00
			TOTAL PRICE	**$**	**1,187,380.00**
ADDITIONAL UNIT PRICING					
C1	GOPHER TORTOISE BURROW EXCAVATION	[redacted]	EA	$	1,000.00
C2	GOPHER TORTOISE RELOCATION		EA	$	2,500.00
C3	GOPHER TORTOISES TO BE BUCKET TRAPPED, PULLED, OR MONITORED		EA	$	1,000.00
C4	16" C900 DR18 CASING (FOR WATER MAIN CROSSING AT STA. 625+87)		LF	$	80.00
C5	REMOVE AND REPLACE UNSUITABLE MATERIAL WITH CLEAN FILL		CY	$	30.00
C6	ROCK EXCAVATION		CY	$	50.00

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Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3037 **Agenda Date:** 5/18/2021 **Agenda No.:** 7.8.4.

SUBJECT:
Request Approval of Change Order 1 to Purchase Order 2100511: 17BE-171, Utilities Software with E-Billing and Lockbox Services - First Mobile Trust, LLC, Miamisburg, OH (Budget Impact - Additional Expenditure of $87,440 as approved in FY 20/21 budget)

INITIATOR:
Susan Olsen, Director

DEPARTMENT:
Procurement Services

DESCRIPTION/BACKGROUND:
On November 3, 2020, the Board approved a one (1) year renewal term with First Mobile Trust, LLC to continue to provide Interactive Voice Response (IVR), online billing, and payment services by phone and text for Marion County Utilities (MCU) customers. At the time of renewal, MCU was beginning the process of transitioning these services to Paymentus, whose software works well with Tyler-Munis. Purchase Order 2100511 was processed for $84,850 to cover a partial year of service in anticipation of the transition to Paymentus being completed. The process is not yet completed and, at this time, a change order is being presented to increase the purchase order amount by an additional $87,440 to cover bill printing and postage service through the rest of this fiscal year. If approved, the change order will be presented for the Chairman's signature after the meeting, and when returned will be processed by Procurement.

BUDGET/IMPACT:
Additional expenditure of $87,440. Total Purchase Order value of $172,290.

RECOMMENDED ACTION:
Motion to approve and authorize the Chairman to execute change order 1 for PO 2100511 to First Mobile Trust, LLC under 17BE-171 for E-Billing and Lockbox Services.

CHANGE ORDER FORM

☐ Additional Days Only

Date 04/21/2021

Check One

☐ Change in Scope

☐ Unforeseen Condition*

Change Order # 1

Project Title & Bid/Contract or Quote Number
17BE-171-CA-02

Project Number

PO Number: 2100511

Vendor (Name & Address)
First Mobile Trust LLC
PO Box 604048
Charlotte, NC 28260

Contract Amount (include 10% contingency)

Budget Account Code
ZF440536-534101 / ZF440536-542201

Is the change order amount from Contingency? Yes ☐ No ☒

DESCRIPTION OF CHANGE & CHANGE ORDER AMOUNT

Original PO amount was to cover for a partial year of service in anticipation of going to Tyler. Additional amount will cover bill printing and postage service through the year.

PO Amount was	$84,850.00
Net change by previous authorized Change Orders	-0-
The PO amount prior to this Change Order was	$84,850.00
The PO will be increased/decreased by this change order in the amount of (PO amount will not change if it comes from contingency). * Finance MUST approve increase prior to submitting form.	$87,440.00
The new PO amount including this change order will be (PO amount will not change if it comes from contingency).	$172,290.00
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:

4/22/21
Department Head Date

Asst. Co. Administrator: (If Applicable) Date

Project Mgr. Date

Finance Date

Becky Jayne
Procurement: Date

BCC Approval (when applicable)

Chairman, BCC Date

Attest: Clerk of Court Date

Administration Approval (when applicable)

County Administrator Date

* BACKUP DOCUMENTATION MUST BE ATTACHED CLARIFYING CHANGE

Rev 04/

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3052 **Agenda Date:** 5/18/2021 **Agenda No.:** 7.8.5.

SUBJECT:
Request Approval of Bid Award and Contract: 21B-139, Lift Station GCC 008 Replacement - Blake Utility Construction, LLC, Ocala, FL (Budget Impact - Neutral; expenditure of $1,390,832 as approved in FY 20/21 budget)

INITIATOR:
Susan Olsen, Director

DEPARTMENT:
Procurement Services

DESCRIPTION/BACKGROUND:
On behalf of Marion County Utilities (MCU), Procurement Services advertised a bid for the reconstruction of a lift station to redirect flows from the Silver Springs Shores Wastewater Treatment Facility (WWTF) to the Stonecrest WWTF. A portion of the funding for this project is being reimbursed through a grant from St. Johns River Water Management District (SJRWMD) in the amount of $506,702. Three (3) Contractors responded with Intercounty Engineering submitting the lowest bid, however, they declined to proceed with a contract. At this time, Environmental Services Director, Jody Kirkman, requests approval to award the second low bidder, Blake Utility Construction, LLC based on the tabulation below.

Company Name - *City*	Bid	Notes
Intercounty Environmental - *Apopka*	$1,140,745.10	Withdrawn
Blake Utility Construction, LLC - *Ocala*	$1,390,832.00	
Sawcross, Inc. - *Jacksonville*	$1,489,000.00	

Four (4) additional alternates were also advertised with this bid. Although MCU is not including them in the award request at this time, they request approval to add any or all of the alternates to the scope of work at a future date through the change order process. They are listed below:

1. Furnish and Install Pump Number 3 Mechanical Components ($113,490)
2. Furnish and Install Pump Number 3 Electrical and Instrumentation Components ($650)
3. Furnish and Install Polymer Concrete Collector Manhole ($7,500)
4. Furnish and Install Civil Site Work for Backfilling Existing Ponds ($270,588)

Attached for review is a draft of the contract; pending approval at today's meeting, it will be sent to the Contractor for execution as written and upon return, will be forwarded for the County Attorney's, Clerk's and Chairman's signature.

BUDGET/IMPACT:
Neutral; expenditure of $1,390,832 with $506,702 being reimbursed through a SJRWMD grant. Up to a 10% contingency may be added per the Procurement Manual.

RECOMMENDED ACTION:

Motion to approve and allow staff to issue contract, and upon approval by Legal, authorize the Chairman to execute the contract with Blake Utility Construction, LLC under bid 21B-139.

AGREEMENT BETWEEN COUNTY AND CONTRACTOR

This Agreement Between County and Contractor, (this "Agreement") made and entered into by and between Marion County, a political subdivision of the State of Florida, located at 601 SE 25th Ave, Ocala, FL 34471 (hereinafter referred to as "COUNTY") and **Blake Utility Construction**, located at 10865 East Hwy 40, Silver Springs, FL 34488, possessing FEIN# 81-3100598 (hereinafter referred to as "CONTRACTOR") under seal for the Lift Station GCC-008 Replacement, (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 May 18, 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-139 - Lift Station GCC-008 Replacement, the Offer, Project Bid Scope and/or Specifications, Plans and Drawings, any/all Addenda as issued in support of this Bid, Recorded Bonds as required, Certificate of Insurance, and Notice to Proceed.

Should any conflict arise between the Contract Documents and the Agreement, the terms of the Agreement shall govern**.**

Section 3 – Entire Agreement. The Contract Documents form the agreement between Parties for the Project and the CONTRACTOR acknowledges receipt of a copy of each and every Contract Document. The Contract Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only in writing. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than COUNTY and CONTRACTOR.

Section 4 – Term. The Work (defined herein) shall commence upon the start date noted on the Notice to Proceed, with substantial completion within 147 calendar days and an additional 20 calendar days allowed to achieve final completion (the "Term"). Liquidated Damages may be charged at the rate of $1,000 per calendar day for any days beyond completion schedules. All work shall proceed in a timely manner without delays. TIME IS OF THE ESSENCE. All limitations of time set forth in the Contract Documents are of the essence of this Contractor. The Work may be presumed abandoned after ninety (90) calendar days if CONTRACTOR terminates the Work without just cause or without proper notification to COUNTY, including the reason for termination, or fails to perform Work without just cause for ninety (90) calendar days.

Section 5 – Scope of Services. As per specifications and requirements of project Lift Station GCC-008 Replacement, the CONTRACTOR shall complete the scope of services for the Lift Station GCC-008 Replacement, per the Contract Documents, Construction Standards, Exhibit A, Scope of Work, Exhibit B, hereto, and within the Term.

Section 6 - Compensation. COUNTY shall make payment of One Million, Three Hundred Ninety Thousand, Eight Hundred Thirty-Two Dollars, ($1,390,832), (the "Agreement Price"), to CONTRACTOR under COUNTY's established procedure and according to the schedule set forth in Construction Standards, Exhibit A, and the Schedule of Values, Exhibit C hereto. There shall be no provisions for pricing adjustments during the Term.

Section 7 – Use of Other Contracts. COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or county governmental agencies, school board, community college/state university system or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this Agreement if it is in the best interest of COUNTY.

Section 8 – Assignment. CONTRACTOR may not subcontract all or any part of this Agreement without written approval by COUNTY.

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Section 9 – Laws, Permits, and Regulations. Prior to the performance of any Work hereunder, CONTRACTOR shall obtain and pay for all licenses and permits, as required to perform the Work. CONTRACTOR shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the services provided under this Agreement.

Section 10 – Amendments. This Agreement may only be amended by mutual written agreement of both Parties.

Section 11 – Books and Records. CONTRACTOR shall keep records of all transactions, including documentation accurately reflecting the time expended by CONTRACTOR and its personnel. COUNTY shall have a right to request records from CONTRACTOR, and for those records to be made available within a reasonable timeframe depending on method of acquisition.

Section 12 – Public Records Compliance

A. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

Public Relations | 601 SE 25th Ave, Ocala, FL 34471
Phone: 352-438-2300 | Fax: 352-438-2309
Email: publicrelations@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.

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Section 14 – Insurance. As applicable, during the period of Work, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to one half its annual aggregate. 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

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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.
a) COUNTY shall immediately terminate CONTRACTOR if COUNTY has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), F.S., that is, that CONTRACTOR knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
b) If CONTRACTOR enters into a contract with a subcontractor, CONTRACTOR shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
c) CONTRACTOR shall maintain a copy of such affidavit for the duration of this Agreement and provide it to COUNTY upon request.
d) CONTRACTOR shall immediately terminate the subcontractor if CONTRACTOR has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.
e) If COUNTY has a good faith belief that CONTRACTOR's subcontractor has knowingly violated Section 448.09(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.
f) 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.
g) CONTRACTOR is liable for any additional costs incurred by COUNTY as a result of a termination under this subsection.
h) Any such termination under this subsection is not a breach of this Agreement and may not be considered as such.
i) CONTRACTOR shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
j) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Agreement.

Section 21 – Force Majeure. Neither CONTRACTOR nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or

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delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

Section 22 – Counterparts. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the Parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

Section 23 - Scrutinized Companies, pursuant to Section 287.135, F.S.

A. **Certification.**
   1. If the Agreement is for One Million Dollars or more, CONTRACTOR certifies that at the time it submitted its bid or proposal for the Agreement or before entering into the 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 the Agreement is for any amount, CONTRACTOR certifies that at the time it submitted its bid or proposal for the Agreement or before entering into the 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 the 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
   2. CONTRACTOR is found to have:
      a. Submitted a false certification as provided under Section 287.135(5), F.S., or
      b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.

      OR
   3. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and
   4. CONTRACTOR is found to have:
      a. Met either prohibition set forth in Section "23(B)(2)" above or
      b. Been engaged in business operations in Cuba or Syria.

      OR
   5. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and
   6. CONTRACTOR is found to have:
      a. Met any prohibition set forth in Section "23(B)(4)" above or
      b. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.

      OR
   7. Was entered into or renewed on or after July 1, 2018, and
   8. CONTRACTOR is found to have met any prohibition set forth in Section "23(B)(4)" above.

C. **Termination, Any Amount.** COUNTY may, entirely at its option, terminate the Agreement if it is for any amount and meets any of the following criteria.
   1. Was entered into or renewed on or after July 1, 2018, and
   2. 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.

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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

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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: Blake Utility Construction
10865 East Hwy 40, Silver Springs, FL 34488
CONTACT PERSON: Peggy Blake | 352-625-0269

COUNTY: Marion County Utilities
c/o Marion County, a political subdivision of the State of Florida
601 SE 25th Ave, Ocala, FL 34471

A copy of all notices to COUNTY hereunder shall also be sent to:

Procurement Services Director
Marion County Procurement Services Department
2631 SE 3rd St., Ocala, FL 34471

Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as procurement@marioncountyfl.org. If 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: peg@Blakeutility.com and ricky@blakeutility.com. Designation signifies CONTRACTOR's election to accept notices solely by e-mail.

IN WITNESS WHEREOF the Parties have entered into this Agreement, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA

JEFF GOLD DATE
CHAIRMAN

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM

AND LEGAL SUFFICIENCY

MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

BCC APPROVED: May 18, 2021
21B-139 | Lift Station GCC-008 Replacement

WITNESS:

SIGNATURE

PRINTED NAME

WITNESS:

SIGNATURE

PRINTED NAME

BLAKE UTILITY CONSTRUCTION

BY: DATE

PRINTED:

ITS: (TITLE)

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EXHIBIT A
CONSTRUCTION STANDARDS

SECTION 1
THE WORK

A. **PERFORM ALL WORK.**
CONTRACTOR shall perform all Work required, implied or reasonably inferable from, this Agreement.

B. **"WORK" DEFINED.**
The term "Work" shall generally mean whatever is done by or required of CONTRACTOR to perform and complete its duties under this Agreement, including the following: construction of the whole or a designated part of the Project; acquiring, recording, and furnishing of any required surety bonds and insurance; and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of CONTRACTOR, fuel, heat, light, cooling and all other utilities as required by this Agreement. Work to be performed by CONTRACTOR is generally described as being according to the plans and specifications furnished by COUNTY.

SECTION 2
RETAINAGE

A. **STATUTE GOVERNS.**
Retainage amounts for construction services shall be in accordance with §218.735, F.S.

B. **AMOUNT REQUIRED.**
For contracts in excess of Two Hundred Thousand Dollars ($200,000), COUNTY may retain from each progress payment made to CONTRACTOR an amount not exceeding five (5%) percent of the payment as retainage.

C. **DOES NOT APPLY IN LIMITED CIRCUMSTANCES.**
This retainage does not apply to construction services paid for, in whole or in part, with Federal funds and are subject to Federal grantor laws and regulations or requirements that are contrary to any provision of the Local Government Prompt Payment Act, Sections 218.70-218.80, F.S.

D. **WITHHELD UNTIL FINAL COMPLETION.**
Retainage shall be withheld until the Project has reached final completion and is accepted by COUNTY. Final completion is defined as having all Work completed, all punch list items corrected, and final inspection completed and accepted by COUNTY. Upon final completion, CONTRACTOR shall submit the final payment application requesting release of retainage along with Waivers of Right to Claim Against the Payment Bond (Final Payment) from all subcontractors, as defined in F.S. 713.01, who performed Work on the Project. Retainage shall not be fully released until all Waivers of Right to Claim Against the Payment Bond (Final Payment) have been submitted to COUNTY.

SECTION 3
PAYMENT OF THE AGREEMENT PRICE

A. **PROGRESS PAYMENTS.**
COUNTY shall pay the Agreement Price by making progress payments to CONTRACTOR as provided below.

B. **PAYMENT PROCEDURE.**
PROGRESS PAYMENTS – Based upon CONTRACTOR's Application for Payment submitted to the Architect and/or Engineer and upon Certificates for Payment subsequently issued to COUNTY by the Architect and/or Engineer, COUNTY shall make progress payments to CONTRACTOR on account of the Agreement Price.

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C. **APPLICATION FOR PAYMENT.**

On or before the 25th day of each month after commencement of the Work, CONTRACTOR shall submit an Application for Payment for the period ending the last working day of the month to the Architect and/or Engineer in such form and manner, and with such supporting data and content, as COUNTY or the Architect and/or Engineer may require. Therein, CONTRACTOR may request payment for that portion of the Agreement Price properly allocable to Agreement requirements properly provided, labor, materials and equipment properly incorporated in the Work plus that portion of the Agreement Price properly allocable to materials or equipment properly stored on-site (or elsewhere if approved in advance in writing by COUNTY) for subsequent incorporation in the Work, less the total amount of previous payments received from COUNTY.

1) **CONTRACTOR'S REPRESENTATION.**

Payment for stored materials and equipment shall be conditioned upon CONTRACTOR's proof satisfactory to COUNTY, that COUNTY has title to such materials and equipment and shall include proof of required insurance. Such Application for Payment shall be signed by CONTRACTOR and shall constitute CONTRACTOR's representation that the Work has progressed to the level for which payment is requested in accordance with this Agreement, that the Work has been properly installed or performed in full accordance with this Agreement, and that CONTRACTOR knows of no reason why payment should not be made as requested, thereafter, the Architect and/or Engineer will review the Application for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by this Agreement.

2) **PAYMENT.**

COUNTY shall make progress payments on account of the Agreement Price to CONTRACTOR in accordance with The Local Government Prompt Payment Act, §§218.70-218.80, F.S. following the Architect's and/or Engineer's receipt of each Application for Payment. The amount of each progress payment shall be the amount certified for payment by the Architect and/or Engineer less such amounts, if any, otherwise owing by CONTRACTOR to COUNTY or which COUNTY shall have the right to withhold as authorized by this Agreement. The Architect's and/or Engineer's certification of CONTRACTOR's Application for Payment shall not preclude COUNTY from the exercise of any of its rights as set forth in this Agreement.

D. **WARRANTS TITLE.**

CONTRACTOR warrants that title to all Work covered by an Application for Payment will pass to COUNTY no later than the time of payment. CONTRACTOR further warrants that upon submittal of an Application for Payment, all Work for which payments have been received from COUNTY shall be free and clear of liens, claims, security interest or other encumbrances in favor of CONTRACTOR or any other person or entity whatsoever.

E. **PAY SUBCONTRACTOR.**

CONTRACTOR shall promptly pay each subcontractor on account of such subcontractor's work, the amount to which such subcontractor is entitled. In the event COUNTY becomes informed that CONTRACTOR has not paid a subcontractor as herein provided, COUNTY shall have the right, but not the duty, to issue future checks in payment to CONTRACTOR of amounts otherwise due hereunder naming CONTRACTOR and such subcontractor as joint payees. Such joint check procedure, if employed by COUNTY, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit COUNTY to repeat the procedure in the future.

F. **NOT ACCEPTANCE OF WORK.**

No progress payment, nor any use or occupancy of the Project by COUNTY, shall be interpreted to constitute an acceptance of any Work not in strict accordance with this Agreement.

G. **WITHHELD PAYMENT.**

1) COUNTY may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to CONTRACTOR, to protect COUNTY from loss because of:

(a.) Defective Work not remedied by CONTRACTOR nor, in the opinion of COUNTY, likely to be remedied by CONTRACTOR;

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(b.) Claims of third parties against COUNTY or COUNTY's property or reasonable evidence indicating probable filing of such claims;
(c.) Failure by CONTRACTOR to pay subcontractors or others in a prompt and proper fashion;
(d.) Evidence that the Work cannot be completed in accordance with this Agreement for the unpaid balance of the Agreement Price;
(e.) Evidence that the Work will not be completed in the time required for Substantial Completion or Final Completion;
(f.) Persistent failure to carry out the Work in accordance with the Contract Documents; or
(g.) Damage to COUNTY or a third party to whom COUNTY is, or may be, liable.

2) In the event that COUNTY makes written demand upon CONTRACTOR for amounts previously paid by COUNTY, CONTRACTOR shall promptly comply with such demand.

H. **UNEXCUSED FAILURE TO PAY.**

If within ten (10) days after the date established herein for COUNTY's payment to CONTRACTOR, without cause or basis hereunder, fails to pay CONTRACTOR any amount then due and payable to CONTRACTOR, then CONTRACTOR may after seven (7) additional days written notice to COUNTY and the Architect and/or Engineer, and without prejudice to any other available rights or remedies it may have, stop the Work until payment of those amounts due from COUNTY have been received. Any payment not made within ten (10) days after the date due shall bear interest at the rate of one and a half percent (1.5%) per annum.

SECTION 4
COUNTY

A. **WRITTEN AND TANGIBLE MATERIAL.**

COUNTY shall furnish to CONTRACTOR, at the time of executing this Agreement, any and all written and tangible material in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to CONTRACTOR only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, COUNTY does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all, and shall have no liability therefore. COUNTY shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the Project site.

B. **APPROVALS; EASEMENTS.**

Excluding permits and fees normally the responsibility of CONTRACTOR, COUNTY shall obtain all approvals, easements, and the like required for construction and shall pay for necessary assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

C. **COPIES OF CONTRACT DOCUMENTS.**

COUNTY shall furnish CONTRACTOR, free of charge, four (4) copies of the Contract Documents for execution of the Work. CONTRACTOR will be charged, and shall pay COUNTY, all actual costs for each additional set of the Contract Documents which it may require.

D. **RIGHT TO STOP WORK.**

If CONTRACTOR persistently fails or refuses to perform the Work in accordance with this Agreement, COUNTY may order CONTRACTOR to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or COUNTY orders that Work be resumed. In such event, CONTRACTOR shall immediately obey such order.

E. **COUNTY'S RIGHT TO PERFORM WORK.**

If CONTRACTOR's Work is stopped by COUNTY and CONTRACTOR fails within seven (7) days of such stoppage to provide adequate assurance to COUNTY that the cause of such stoppage will be eliminated or corrected, then COUNTY may, without prejudice to any other rights or remedies COUNTY may have against CONTRACTOR, proceed to carry out the subject Work. In such a situation, an appropriate Change Order, defined herein, shall be issued deducting from the Agreement Price the cost of correcting the subject deficiencies, plus compensation for the Architect's and/or Engineer's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Agreement Price is insufficient to cover the amount due COUNTY, CONTRACTOR shall promptly pay the difference to COUNTY.

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F. **TIME FOR CORRECTION.**

Any defects or deficiencies in materials or workmanship that are deemed by the Architect and/or Engineer or the COUNTY as needing immediate correction shall be addressed within thirty (30) days of written notification. Failure to correct the deficiencies within thirty (30) days will result in the deduction of time against the overall Contract Time for completion.

SECTION 5
CONTRACTOR

A. **CONTRACTOR DUTY.**

CONTRACTOR affirms its continuing duty to perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. If CONTRACTOR performs any of the Work knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Architect and/or Engineer, CONTRACTOR shall bear the responsibility for such performance and shall bear the cost of correction.

B. **IN ACCORDANCE WITH THIS AGREEMENT.**

CONTRACTOR shall perform the Work strictly in accordance with this Agreement.

C. **RESPONSIBLE. FOR WORK.**

CONTRACTOR shall supervise and direct the Work using CONTRACTOR's best skill, effort and attention. CONTRACTOR shall be responsible to COUNTY for any and all acts or omissions of CONTRACTOR, its employees and others engaged in the Work on behalf of CONTRACTOR.

D. **WARRANTY.**

CONTRACTOR warrants to COUNTY that all labor furnished to progress the Work under this Agreement will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Agreement, and that the Work will be of good quality, free from faults and defects and in strict conformance with this Agreement. All Work not conforming to these requirements may be considered defective. When not specifically identified in the bid documents, the warranty shall commence upon the date of COUNTY's issuance of final payment to CONTRACTOR and shall be for a period of one (1) year.

E. **PERMITS AND FEES.**

CONTRACTOR shall obtain and pay for all permits, fees and licenses necessary and/or ordinary for the Work. CONTRACTOR shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law pertaining to the Work.

SECTION 6
CONTRACT ADMINISTRATION
BY ARCHITECT and/or ENGINEER

A. **REPRESENTATIVE OF COUNTY.**

The Architect and/or Engineer, unless otherwise directed by COUNTY in writing, will perform those duties and discharge those responsibilities allocated to the Architect and/or Engineer as set forth in the Contract Documents. The Architect and/or Engineer shall be COUNTY's representative from the effective date of this Agreement until a final Certificate for Payment is issued. The Architect and/or Engineer shall be authorized to act on behalf of COUNTY only to the extent provided in the Contract Documents.

B. **COMMUNICATE THROUGH ARCHITECT AND/OR ENGINEER.**

COUNTY and CONTRACTOR shall communicate with each other in the first instance through the Architect and/or Engineer.

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C. **INTERPRETER; JUDGE.**

The Architect and/or Engineer shall be the initial interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by CONTRACTOR. The Architect and/or Engineer shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of CONTRACTOR.

D. **CERTIFY PAYMENT.**

The Architect and/or Engineer will review CONTRACTOR's Applications for Payment and will certify to COUNTY for payment to CONTRACTOR those amounts then due CONTRACTOR as provided in this Agreement.

E. **AUTHORITY TO REJECT WORK.**

The Architect and/or Engineer shall have authority to reject Work that is defective or does not conform to the requirements of the Contract Documents. If the Architect and/or Engineer deems it necessary or advisable, the Architect and/or Engineer shall have authority to require additional inspection or testing of the Work for compliance with requirements of the Contract Documents.

F. **APPROVE SUBMITTALS.**

The Architect and/or Engineer will review and approve, or take other appropriate action as necessary, concerning CONTRACTOR's submittals including Shop Drawings, Product Data and Samples. Such review, approval or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.

G. **CHANGE ORDER; FIELD ORDER.**

The Architect and/or Engineer will prepare Change Orders, defined herein, and may authorize minor changes in the Work by Field Order, defined herein, as provided elsewhere herein.

H. **DETERMINE BENCHMARKS.**

The Architect and/or Engineer shall, upon written request from CONTRACTOR, conduct inspections to determine the date of Substantial Completion and the date of Final Completion, will receive and forward to COUNTY for COUNTY's review and records, written warranties and related documents required by the Contract Documents and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

I. **FINAL AS TO AESTHETICS.**

The Architect's and/or Engineer's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of this Agreement.

J. **CLAIMS BY CONTRACTOR, NOTICE.**

All CONTRACTOR claims shall be initiated by written notice to COUNTY and the Architect and/or Engineer. Such written notice and claim must be furnished within seven (7) days after occurrence of the event, or the first appearance of the condition, giving rise to the claim.

K. **PROCEED; CHANGE ORDER.**

Pending final resolution of any claim of CONTRACTOR, CONTRACTOR shall diligently proceed with the Work and COUNTY shall continue to make payments to CONTRACTOR in accordance with this Agreement. The resolution of any claim under this subsection shall be reflected by a Change Order executed by COUNTY, the Architect and/or Engineer and CONTRACTOR.

L. **CLAIMS FOR CONCEALED AND UNKNOWN CONDITIONS.**

Should concealed and unknown conditions be encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in work of the character provided for in the Contract Documents, be encountered, the Agreement Price shall be equitably adjusted by Change Order upon the written notice and claim by either Party made within seven (7) days after the first observance of the condition. As a condition precedent to COUNTY having any liability to CONTRACTOR for concealed or unknown conditions, CONTRACTOR must

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give COUNTY and the Architect and/or Engineer written notice and claim as provided in this subsection, and shall constitute a waiver by CONTRACTOR of any claim arising out of or relating to such concealed or unknown condition.

M. **CLAIMS FOR ADDITIONAL COST.**

If CONTRACTOR wishes to make a claim for an increase in the Agreement Price, as a condition precedent to any liability of COUNTY therefore, CONTRACTOR shall give the Architect and/or Engineer written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by CONTRACTOR before proceeding to execute any additional or changed Work. The failure by CONTRACTOR to timely give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

1) **Direct Costs.**

In connection with any claim by CONTRACTOR against COUNTY for compensation in excess of the Agreement Price, any liability of COUNTY for CONTRACTOR's cost shall be strictly limited to direct costs incurred by CONTRACTOR and shall in no event include indirect costs or consequential damages of CONTRACTOR. COUNTY shall not be liable to CONTRACTOR for claims of third parties, including Subcontractors, defined herein, unless and until liability of CONTRACTOR for claims of third parties has been established therefore in a court of competent jurisdiction.

N. **CLAIMS FOR ADDITIONAL TIME.**

If CONTRACTOR is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by COUNTY or someone acting in COUNTY's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipatable, fire or any causes beyond CONTRACTOR's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of CONTRACTOR to COUNTY and the Architect and/or Engineer, for such reasonable time as the Architect and/or Engineer may determine. Any notice and claim for an extension of time by CONTRACTOR shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail CONTRACTOR's basis for requiring additional time in which to complete the Project. In the event the delay to CONTRACTOR is a continuing one, only one notice and claim for additional time shall be necessary. If CONTRACTOR fails to make such claim as required in this subsection, any claim for extension of time shall be waived.

O. **FIELD ORDERS.**

In the field, the Architect and/or Engineer shall have authority to order minor changes in the Work not involving a change in the Agreement Price or Term and not inconsistent with the intent of this Agreement. Such changes shall be affected by field order ("Field Order") and shall be binding upon CONTRACTOR. CONTRACTOR shall carry out such Field Orders promptly.

SECTION 7
SUBCONTRACTORS

A. "**SUBCONTRACTOR" DEFINED.**

A Subcontractor is an entity which has a direct contract with CONTRACTOR to perform a portion of the Work.

B. **AWARD OF SUBCONTRACTORS.**

Upon execution of this Agreement, CONTRACTOR shall furnish COUNTY, in writing, the names of persons or entities proposed by CONTRACTOR to act as a Subcontractor on the Project. COUNTY shall promptly reply to CONTRACTOR, in writing, stating any objections COUNTY may have to such proposed Subcontractor. CONTRACTOR shall not subcontract with any Party to whom COUNTY has objections.

C. **RIGHTS AGAINST SUBCONTRACTORS.**

All subcontracts shall afford CONTRACTOR rights against the Subcontractor which correspond to those rights afforded to COUNTY against CONTRACTOR herein.

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SECTION 8
CHANGES IN THE WORK

A. **CHANGES PERMITTED.**

Changes in the Work within the general scope of this Agreement, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Agreement, by Change Order or by Field Order.

B. **"CHANGE ORDER" DEFINED.**

Change Orders shall mean a written order to CONTRACTOR executed by COUNTY and the Architect and/or Engineer, issued after execution of this Agreement, authorizing and directing a change in the Work or an adjustment in the Agreement Price or the Term, or any combination thereof. The Agreement Price and the Term may be changed only by Change Order. Changed Work cannot be started until a fully executed Change Order is on file with COUNTY; including but not limited to Change Orders that need approval of COUNTY's Board of County Commissioners.

C. **HOW CHANGES ARE DETERMINED.**

Any changes in the Agreement Price resulting from a Change Order shall be determined as follows: (a) by mutual agreement between COUNTY and CONTRACTOR as evidenced by (1) the change in the Agreement Price being set forth in the Change Order, (2) such change in the Agreement Price, together with any conditions or requirements related thereto, being initialed by both parties and (3) CONTRACTOR's execution of the Change Order, or (b) if no mutual agreement occurs between COUNTY and CONTRACTOR, then, as provided below.

D. **ALTERNATIVELY, REASONABLE EXPENDITURES.**

If no mutual agreement occurs between COUNTY and CONTRACTOR as contemplated above, the change in the Agreement Price, if any, shall then be determined by the Architect and/or Engineer on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Agreement Price, a reasonable allowance for direct job site overhead and profit. In such case, CONTRACTOR shall present, in such form and with such content as COUNTY or the Architect and/or Engineer requires, an itemized accounting of such expenditures or savings plus appropriate supporting data for inclusion in a Change Order. Reasonable expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery, costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance, reasonable rental costs of machinery and equipment exclusive of hand tools whether rented from CONTRACTOR or others, reasonable costs of premiums for all bonds and insurance, permit fees, and sales, use or other taxes related to the Work, and reasonable cost of direct supervision and job site field office overhead directly attributable to the change. In no event shall any expenditure or savings associated with CONTRACTOR's home office or other non-job site overhead expense be included in any change in the Agreement Price. Pending final determination of reasonable expenditures of savings to COUNTY, payments on account shall be made to CONTRACTOR on the Architect and/or Engineer's Certificate for Payment.

E. **UNIT PRICES EQUITABLY ADJUSTED.**

If unit prices are provided in this Agreement, and if the quantities contemplated are so changed in a proposed Change Order that application of such unit prices to the quantities of changed Work proposed will cause substantial inequity to COUNTY or to CONTRACTOR, the applicable unit prices shall be equitably adjusted.

F. **CHANGE ORDER EFFECT.**

The execution of a Change Order by CONTRACTOR shall constitute conclusive evidence of CONTRACTOR's agreement to this Agreement as thus amended, the Agreement Price, Term and the changes in the Work. CONTRACTOR, by executing the Change Order, waives and forever releases any claim against COUNTY for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

G. **NOTICE; CONSENT.**

CONTRACTOR shall notify and obtain the consent and approval of CONTRACTOR's surety with reference to all Change Orders if such notice, consent or approvals are required by CONTRACTOR's surety or by law. CONTRACTOR's execution of the Change Order shall constitute CONTRACTOR's warranty to COUNTY that

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the surety has been notified of and consents to have expressly consented thereto. CONTRACTOR shall provide to the COUNTY a rider to the original bond as provided by the surety.

SECTION 9
UNCOVERING AND CORRECTING WORK

A. **UNCOVERING WORK.**
If any of the Work is covered contrary to the Architect's and/or Engineer's request or to any provisions of this Agreement, it shall, if required by the Architect and/or Engineer or COUNTY, be uncovered for the Architect and/or Engineer's inspection and shall be properly replaced at CONTRACTOR's expense without change in the Term.

B. **CORRECT WORK.**
CONTRACTOR shall immediately proceed to correct Work rejected by the Architect and/or Engineer as defective or failing to conform to this Agreement. CONTRACTOR shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to COUNTY for the Architect's and/or Engineer's services and expenses made necessary thereby.

C. **WARRANTY.**
If within one (1) year after the date of COUNTY's issuance of final payment to CONTRACTOR any of the Work is found to be defective or not in accordance with this Agreement, CONTRACTOR shall correct it promptly upon receipt of written notice from COUNTY. This obligation shall survive final payment by COUNTY and termination of this Agreement. With respect to Work first performed and completed after Substantial Completion, this one (1) year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and completion of the subject Work.

D. **NO ESTABLISHMENT OF LIMITATIONS OF TIME.**
Nothing contained in this Section shall establish any period of limitation with respect to other obligations which CONTRACTOR has under this Agreement. Establishment of the one year time period in this Section relates only to the duty of CONTRACTOR to specifically correct the Work.

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SCOPE OF WORK
EXHIBIT B

1. SCOPE OF WORK

1.1. DESCRIPTION

1.1.1. Marion County is soliciting fully licensed and qualified firms to submit bids for the **LIFT STATION GCC-008 REPLACEMENT** project. The project is located in the Southeast quadrant of Marion County, Florida. The successful bidder will be responsible for all permits unless stated otherwise within this document and must be licensed by Marion County and State of Florida to perform such work. Project Manager for this project is Kevin Vickers, PE of the Marion County Utilities Department, Construction Manager for this project is Alejandro Rad, and the Project Engineer of Record (EOR) for this project is Peter Simms, P.E. of Jones Edmunds. The successful bidder must be licensed for this type of work and must submit a copy of such license upon award of bid. All local codes and State of Florida ADA Code will apply. All work must be done by experienced trades.

1.2. GENERAL

1.2.1. The work included in this section is hereby defined as furnishing all labor, equipment and materials, and in performing all operations and procedures necessary for the installation of lift station components, and any other work in accordance with the specifications itemized below and the following drawings and documents:

1.2.1.1. **Lift Station GCC-008 Replacement Planset** by Jones Edmunds.
1.2.1.2. **Lift Station GCC-008 Replacement Bidding and Construction Contract Documents and Technical Specifications** by Jones Edmunds.
1.2.1.3. **FDEP Permit**

1.3. SPECIFIC SCOPE OF WORK

1.3.1. The list of activities shall include but not be limited to:

1.3.1.1. Furnish and install lift station components as per the drawings and specifications.
1.3.1.2. Demolition of existing structures as per the drawings and specifications.
1.3.1.3. Site work as per the drawings and specifications.
1.3.1.4. Compliance with permit requirements from FDEP and MCTD
1.3.1.5. Pressure test as required by FDEP permit.
1.3.1.6. Record Drawing preparation as per the drawings and specifications.
1.3.1.7. Inspection and testing reports of all improvements shall be submitted with the As-Built/Record Survey.
1.3.1.8. Backfill, re-grade, and restore all disturbed areas to match existing and in accordance with the contract documents.
1.3.1.9. Restoration of concrete and asphalt.

1.4. GOVERNING SPECIFICATIONS

1.4.1. All improvements shall be made in accordance with the Marion County Land Development Code and the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, (copies of which are available separately), as amended and augmented by these specifications and plans.

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1.4.2. The CONTRACTORis directed to the fact that the plans are provided for reference. It is the CONTRACTOR'S responsibility to verify all field conditions prior to initiating work.

1.5. SUBMITTALS

1.5.1. Prior to ordering the materials, CONTRACTOR shall submit to the ENGINEER the manufacturer's most current catalogue sheets and performance specifications for the all materials, equipment, and any other associated appurtenances proposed for use on this project. Any material requiring a submittal that is purchased by the CONTRACTOR prior to receiving the ENGINEER'S approval of that material is at the CONTRACTOR'S own risk.

1.5.2. Contractor shall provide a contractor stamped "reviewed and certified" copy of all submittals in pdf electronic format, or if documents are submitted by hard copy only, the ENGINEER shall provide a minimum of three (3) submittal copies for review. Engineer has 30 calendar days to review and respond to each submittal. Any materials acquired or installed by the CONTRACTOR prior to approval by the ENGINEER, does so at the CONTRACTOR'S sole risk.

1.6. DAILY REPORTS

1.6.1. The Contractor shall submit daily reports of construction activities and total amount of materials installed. The report shall include the following:

1.6.1.1. Manpower, number of workers by craft.
1.6.1.2. Equipment on the project.
1.6.1.3. Major deliveries.
1.6.1.4. Activities work with reference to the CPM schedule activity numbers.
1.6.1.5. New problems.
1.6.1.6. Material installed and other pertinent information.

1.6.2. A similar report shall be submitted for/by each subcontractor.

1.6.3. The reports shall be submitted to the Construction Coordinator the following morning via email of the respective report date. Each report shall be signed by the Contractor's Superintendent or Project Manager.

1.7. PROGRESS SCHEDULES

1.7.1. All work of this Contract shall be scheduled and monitored by the Contractor using the Critical Path Method (CPM). The Contractor shall prepare the schedule for the project a minimum of two (2) weeks before starting any work and shall submit an updated schedule with each monthly pay request. The Contractor will prepare revisions of the schedule to reflect changes in the Contractor's plan of performance or changes in the Work and submit these revisions to the Construction Manager for acceptance.

1.7.2. The Contractor shall prepare schedules as a time scale logic diagram and bar chart unless otherwise approved by the Construction Coordinator. Each major and minor portion of work or operation shall be clearly identified and tied by logical sequence to the shop drawing schedule and schedule of values. All schedules shall be prepared and submitted electronically in pdf format on 11-inch-by-17-inch paper.

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1.7.3. **Schedule Content**

1.7.3.1. Schedule content shall comply with the technical specification by Jones Edmunds.

1.7.4. **Revisions to Schedules**

1.7.4.1. Revisions to schedule shall comply with the technical specifications by Jones Edmunds.

1.7.5. **Recovery Schedule**

1.7.5.1. If the Contractor fails to achieve the planned progress, as indicated in the approved/updated detailed CPM Schedule, and the Contractor's lack of progress delays the Critical path and/or an intermediate milestone by more than 10 work days (monthly or cumulatively), the Contractor shall submit to the Owner for review and acceptance a proposed Recovery Schedule indicating how the contractor will recover the time lost.

1.7.5.2. If the Contractor fails to submit a Recovery Schedule and/or fails to cooperate with the Owner in the Recovery Schedule process, the Owner can immediately order the Contractor to accelerate completion of the late activities which have been delayed by whatever means necessary without any additional costs to the Owner. The Owner can withhold future progress payments until the Contractor's progress is in compliance with the Contract Schedule or until the Owner has approved by Change Order proposed adjustments to the contract milestones, extension of contract time, or modification of the Contract Schedule.

1.8. PROGRESS MEETINGS

1.8.1. The Owner will organize and conduct a progress meeting at least once a month to discuss the progress of the Work. The Contractor and any subcontractors the Contractor deems necessary shall attend these meetings. At the Owner's discretion, the frequency of the meetings may be increased if the progress of the Work is not satisfactory of if coordination problems should arise.

1.9. WORK HOURS

1.9.1. Regular work hours are hereby defined as 8:00 AM to 5:00 PM, Monday through Friday. Regular work hours do not include Saturday, Sunday, or other Marion County Holidays.

1.9.2. CONTRACTOR shall limit all work to the regular work hours specified above. Any deviation from these regular work hours requires prior written approval from the OWNER. If CONTRACTOR is granted permission to work at times other than regular work hours, **CONTRACTOR shall be responsible for paying for the OWNER'S, INSPECTORS' and ENGINEER'S time expended on the project during that time period for the inspections and oversight.**

1.10. MOBILIZATION/DEMOBILIZATION

1.10.1. Mobilization shall include obtaining all permits and licenses (including payment of fees), securing insurance and bonds, moving equipment and materials to the Project Site, providing temporary construction electrical power and water supply, installing sanitary facilities for workers, providing a full time superintendent at the Project Site, providing required submittals, establishing a fire protection and safety plan, providing a detailed Critical Path Method schedule to the ENGINEER for approval, and posting of OSHA, Department of Labor, and all other required notices.

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1.10.2. CONTRACTOR shall video all areas where construction will occur noting the condition of existing features in the work areas. CONTRACTOR shall provide a copy to the ENGINEER prior to commencement of work. Video quality shall be sufficient to see details of the existing features. Any video that is out of focus or otherwise unclear shall be reshot at the CONTRACTOR'S expense prior to any construction activities in the area.

1.10.3. CONTRACTOR shall lay out only the quantity of materials at the work locations that can be installed during that work day. No materials or equipment shall be left at a work location after completion of the workday; such items must be stored during non-work hours at the designated stockpile locations.

1.10.4. Upon completion of the work, CONTRACTOR shall demobilize in a timely manner, properly restore all work sites in accordance with these specifications, and remove from the Project Site all equipment, materials, dirt, debris, and other items generated by the CONTRACTOR during the project. Waste materials shall be disposed of off the Project Site at a duly licensed solid waste disposal facility. The CONTRACTOR shall arrange with the appropriate utility for the proper disconnect and service termination for temporary water and electrical supplies.

1.11. RECORDING

1.11.1. The Contractor shall record construction information:

1.11.1.1. Record and update daily Record information from field notes and on a set of drawings and to the satisfaction of the Engineer.

1.11.1.2. Provide felt tip marking pens, maintaining separate colors for each major system, for recording information.

1.11.1.3. Record information concurrently (daily) with construction progress. Work shall not be concealed until required information is recorded.

1.12. PERMITS, LICENSES, AND FEES

1.12.1. CONTRACTOR is responsible for determining the required permits unless otherwise noted and licenses for prosecution of the work and for obtaining them in a timely manner so that the work proceeds in accordance with the project schedule. The COUNTY will provide FDEP permit to construct\.

1.12.2. CONTRACTOR will be required to provide all the documents necessary for the line clearance including but not limited to successful pressure test reports and a certified as-built survey.

1.12.3. CONTRACTOR is responsible for paying all license application and permit fees as applicable and posting all necessary notices required by permits and licenses.

1.12.4. CONTRACTOR is responsible for paying utility connection fees and ongoing service fees for its temporary construction facilities at the project site.

1.12.5. CONTRACTOR is responsible for paying fees for utility locating services

1.13. TRAFFIC

1.13.1. CONTRACTOR's vehicles (including personal vehicles of its workers) shall obey all posted speed limits and traffic signs while traversing the Project Site.

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1.13.2. Under no circumstances shall CONTRACTOR's vehicles (including personal vehicles of its workers), equipment or materials be parked or located in such a manner that blocks or impairs the flow of vehicular or pedestrian traffic on roads and driveways.

1.13.3. CONTRACTOR is responsible for maintaining vehicular and pedestrian traffic control as per the latest version of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction.

1.14. EXISTING PIPE LOCATION

1.14.1. CONTRACTOR shall contact Sunshine One Call to request locates of existing utilities prior to initiating any work in a particular area. CONTRACTOR shall be responsible for locating specific pipes as required to complete the work.

1.15. PROTECTION OF UTILITIES

1.15.1. During the prosecution of the work, CONTRACTOR shall maintain the maximum practical distance between its work and underground and aboveground (e.g. cables, hand holes, terminals, access points, transformers, switch boxes, cable TV pedestals and boxes, etc.) utility services and shall avoid any disturbance of these items and their supporting substrate.

1.15.2. CONTRACTOR shall be responsible at its own cost for repair and/or replacement of utilities damaged by its work.

1.16. EXCAVATION

1.16.1. CONTRACTOR is advised that there are potential conflicts from buried electrical power, gas, telephone, sewer laterals, water service lines, and cable television services. CONTRACTOR shall exercise extreme care when excavating so that contact and/or disturbance with these utilities is avoided.

1.16.2. Prior to any excavation work, CONTRACTOR shall notify the utility companies and shall have the respective utilities marked in the field.

1.16.3. When rock, boulders, clay, or other unsuitable materials are encountered in the trench bottom they shall be removed to a depth of at least twelve inches (12") below the new piping and any other appurtenances pursuant to this work.

1.16.4. The CONTRACTOR is responsible for the protection of all pavements and improvements within the work area. All damage to pavement and improvements shall be repaired at the CONTRACTOR'S own expense.

1.16.5. Excavations shall be kept free of water, including rain and runoff, while tubing/pipe is being installed in the excavation. The ends of tubing/pipe shall be kept properly plugged during installation to ensure that the tubing does not accumulate water, dirt, or other debris. All lines shall be flushed prior to placement into service and sampled as per FDEP requirements.

1.17. MATERIALS

1.17.1. Materials shall be in accordance with the technical specification by Jones Edmunds.

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1.17.2. New Air Release Valves shall be in conformance with AWWA C512. All wastewater Air Release Valves shall be plastic composite or Stainless Steel. Valves shall be equal to those as manufactured by A.R.I., H-Tec, or Engineer approved equal.

1.17.3. Refer to the general notes on the drawings, FDOT standards, AWWA standards, FAC standards, and the Land Development Code for material and performance specifications.

1.18. GRADING, SODDING, AND LANDSCAPING

1.18.1. After completion of the work including but not limited to successful tests, CONTRACTOR shall fill all trenches, cuts and other excavations with clean soil backfill. Backfill shall be free of rocks, clay, vegetative matter, trash, and debris and shall be compacted to form a stable surface level with the surrounding grade. Backfilled areas shall be compacted and graded manually (e.g. hand raking) so that the finish grade is restored to its pre-construction condition. Depressions, holes, voids, mounds, and cracks shall be removed so that the finished grade matches the surrounding, undisturbed grade.

1.18.2. Once the proper grade is achieved, CONTRACTOR shall place sod over all graded areas. Sod type shall match the type surrounding the grading area on undisturbed areas and shall completely cover surfaces disturbed by the CONTRACTOR'S work. Sod shall meet the FDOT Standard Specifications for Road and Bridge Construction (Section 570, latest edition).

1.18.3. Topsoil shall be loosened or scarified to sufficient depth so that sod root zone easily penetrates the topsoil. Sod sections shall be placed so that edges are in close contact and manually compacted in place so that the root zone completely penetrates the substrate topsoil. After proper placement of sod, CONTRACTOR shall be responsible for watering the sod daily (Monday through Friday, holidays excluded) for a period of not less than thirty (30) working days.

1.19. CLEAN-UP AND WASTE DISPOSAL

1.19.1. During construction, CONTRACTOR shall perform daily cleaning of the work site(s) and adjacent properties and remove waste materials and windblown debris resulting from its construction operations or its worker's personal activities. No excavations shall be left open overnight.

1.19.2. CONTRACTOR shall perform complete restoration of each work area within **thirty (30) calendar days** from completion of major installation work. The CONTRACTOR may be subject to liquidated damages for any work areas not restored within these prescribed times.

1.19.3. CONTRACTOR shall provide on-site container(s) for the collection and storage of waste materials, debris, and rubbish. On-site container(s) shall be located at designated temporary building and material stockpile area(s).

1.19.4. CONTRACTOR shall remove waste materials, debris, and rubbish from on-site container(s) as needed and dispose of it off the Project Site at a duly licensed solid waste disposal facility.

1.19.5. Prior to final completion, CONTRACTOR shall conduct an inspection of all work areas (including the temporary building(s) and material stockpile area(s)) to verify that those areas are clean and free of trash, rubbish, and debris.

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1.20. BASIS OF PAYMENT FOR SERVICES

1.20.1. The contractor should submit by the end of each month an invoice in the AIA format broken out in the same line items and sub items that have been defined in Part 2 – Bid Form and Appendix A of the Contract Documents.

1.20.2. For compensation specifications, see technical specifications by Jones Edmunds.

1.20.3. Five (5) percent of the cost of each invoice will be withheld until the Project has reached final completion and is accepted by COUNTY. Final completion is defined as having all Work completed, all punch list items corrected, and final inspection completed and accepted by COUNTY. Upon final completion, CONTRACTOR shall submit the final payment application requesting release of retainage along with Waivers of Right to Claim Against the Payment Bond (Final Payment) from all subcontractors, as defined in F.S. 713.01, who performed Work on the Project. Retainage shall not be fully released until all Waivers of Right to Claim Against the Payment Bond (Final Payment) have been submitted to COUNTY. **CONTRACTOR SHALL PROVIDE THE COUNTY WITH FINAL RELEASES OF LIEN (CERTIFIED ORIGINALS) FROM ALL SUBCONTRACTORS AND SUPPLIERS WHEN SUBMITTING THEIR FINAL INVOICE. FAILURE TO PROVIDE THE FINAL RELEASE OF LIEN WILL DELAY PAYMENT OF THE FINAL INVOICE.**

1.21. WARRANTIES

1.21.1. CONTRACTOR shall provide Marion County with a one (1) year warranty for all portions of the project. The one (1) year warranty shall cover all necessary labor, equipment and replacement parts resulting from faulty or inadequate equipment design, improper assembly or erection, defective workmanship and materials, leakage, breakage or other failure of all equipment and components by the manufacturer.

1.21.2. When not specifically identified in the above language, the warranty shall commence upon release of final retainage.

1.21.3. Marion County shall incur no labor, material or equipment cost during the one (1) year warranty period for the repair of any work completed by the CONTACTOR.

1.22. TIMELINES

1.22.1. All work will commence upon authorization from the County's Representative. All work will proceed in a timely manner without delays. The Contractor shall commence the work upon the issuance of Notice to Proceed from Procurement Services and shall achieve Substantial Completion of the work no later than **one hundred and forty-seven (147) calendar days**. An additional **twenty-one (21) days** shall be allowed for Final Completion.

1.22.2. Contractor shall request a Substantial Completion walkthrough with the Owner, Engineer, and Inspector. A satisfactory inspection is required prior to the Contractor being granted Substantial Completion.

1.22.3. Contractor shall request a Final Completion walkthrough with the Owner, Engineer, and Inspector. A satisfactory inspection is required prior to the Contractor being granted Final Completion.

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1.23. LIQUIDATED DAMAGES

1.23.1. Should the Contractor fail to substantially complete work under this contract and make the area available for beneficial use on or before the date stipulated for substantial completion (or such later date as may result from extension of time granted by Owner), he shall pay Owner liquidated damages. The sum of ONE THOUSAND DOLLARS **($1,000.00)** shall be paid for each consecutive **calendar day** beyond the contract substantial completion date, which sum has been agreed upon as a reasonable and proper measure of damages which Owner will sustain per diem by failure of contractor to complete work within time as stipulated. This payment shall not be construed as a penalty on the Contractor; it being recognized by Owner and contractor that the injury to the Owner which could result from a failure of Contractor to complete on schedule is uncertain.

1.23.2. For each consecutive **calendar day** that the work remains incomplete after the date established for Final completion, the Owner will retain from the compensation otherwise to be paid to the Contractor the sum of ONE THOUSAND DOLLARS **($1,000.00)**. This amount is the minimum to complete all remedial work, correct deficient work, clean up the project and other miscellaneous tasks as required to complete all work specified. This amount is in addition to the liquidated damages prescribed above and shall not be construed as a penalty.

1.24. STANDARD AND SAFETY EQUIPMENT

1.24.1. At Contractors expense, CONTRACTOR shall comply with all applicable OSHA, ADA, and FDOT regulations.

1.25. TAXES AND FEES

1.25.1. The Contractor shall pay all applicable sales, consumer, use and other similar taxes required by law. The Contractor is responsible for reviewing the pertinent State statutes involving the sales tax and complying with all requirements.

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SCHEDULE OF VALUES
EXHIBIT C

ITEM	DESCRIPTION	QTY	UNIT	TOTAL
1	Mobilization and Demobilization	1	LS	$ 69,412.00
2	Environmental Protection	1	LS	$ 10,000.00
3	Construction Survey and Layout	1	LS	$ 3,500.00
4	Insurance and Permits	1	LS	NO CHARGE
5	Payment and Performance Bond	1	LS	$ 28,500.00
6	Electric Service Allowance	1	LS	$ 20,000.00
7	Building Permit Fee Allowance	1	LS	$ 10,000.00
8	Demolish Existing Lift Station Facilities	1	LS	$ 20,588.00
9	Demolition of Existing Pond Liners and Existing Reuse Pump Station	1	LS	$ 27,060.00
10	Furnish and Install Lift Station Civil Site Work	1	LS	$ 152,515.00
11	Furnish and Install Lift Station Structural Components	1	LS	$ 226,500.00
12	Furnish and Install Lift Station Mechanical Components	1	LS	$ 515,284.00
13	Furnish and Install Lift Station Electrical and Instrumentation Components	1	LS	$ 303,973.00
14	Record Drawings	1	LS	$ 3,500.00
	TOTAL BID PRICE			**$ 1,390,832.00**
ALTERNATE ADDS				
1	Furnish and Install Pump No. 3 Mechanical Components	1	LS	$ 113,490.00
2	Furnish and Install Pump No. 3 Electrical and Instrumentation Components	1	LS	$ 650.00
3	Furnish and Install Polymer Concrete Collector Manhole	1	LS	$ 7,500.00
4	Furnish and Install Civil Site Work for Backfilling Existing Ponds	1	LS	$ 270,588.00

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Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3121 **Agenda Date:** 5/18/2021 **Agenda No.:** 7.8.6.

SUBJECT:
Request Approval of Task Order for Construction Manager: 20Q-161-TO-01, Marion County Dunnellon Airport T-Hangar Development - Dinkins Construction LLC, Ocala, FL (Budget Impact - Neutral; project cost is to be $2,769,388)

INITIATOR:
Susan Olsen, Director

DEPARTMENT:
Procurement Services

DESCRIPTION/BACKGROUND:
On April 6, 2021, the Board of County Commissioners approved a Selection Committee Recommendation for licensed Construction Manager Services for miscellaneous projects, to be defined by the County, as needed. The work to be performed will involve a variety of Construction projects, on a Task Order basis. Facilities Management would like to award the work for the installation of two (2) new T- Hangar structures at Dunnellon Airport to Dinkins Construction LLC. The project consists of the installation of two (2) nested T-Hangar buildings that will be sized for single engine aircrafts, approximately 13,400 SF each. The project funding is 80% Florida Department of Transportation (FDOT) grant with a 20% match from the County. If approved, Dinkins will furnish all construction management and general contractors' services, as identified within the original C.M. agreement with Marion County.

Attached for your review is a draft of the agreement. Pending approval at today's meeting, it will be sent to Dinkins Construction LLC for signature and upon return, it will be forwarded for the County Attorney, Clerk of the Court, and Chairman to execute.

BUDGET/IMPACT:
Neutral; project cost is to be $2,769,388.

RECOMMENDED ACTION:
Motion to approve the recommendation and allow staff to issue contract and, upon approval by Legal, authorize the Chairman to execute Task Order with Dinkins under 20Q-161.

TASK ORDER TO THE AGREEMENT

In accordance with the Agreement, approved by the Board of County Commissioners on April 6, 2021 (the "Agreement") for work within the scope of Solicitation 20Q-161-TO-01 Marion County Dunnellon Airport T-Hangar Development, this Task Order to the Agreement (this "Amendment") is made and entered into between Dinkins Construction LLC whose address 2831 SE 17th Street, Ocala, FL 34471, and possessing FEIN# 27-0867581 ("CONTRACTOR") and Marion County, a political subdivision of the State of Florida, 601 SE 25th Avenue, Ocala, FL, 34471 ("COUNTY").

WITNESSETH

WHEREAS the parties wish to amend the Agreement as set forth below; and;

IN CONSIDERATION of the mutual covenants and conditions contained herein, the parties do hereby agree as follows:

1. This Amendment shall be deemed to amend and become a part of the Agreement in accordance with the original Solicitation and Agreement under 20Q-161.
2. CONTRACTOR's services and performance will be in accordance with the scope of service and fee schedule, Exhibit A hereto. The total cost for the Project will not exceed ($2,769,388.00). The Project shall reach substantial completion within 180 calendar days and an additional 21 calendar days allowed to achieve final completion. All Work shall proceed in a timely manner without delays. **TIME IS OF THE ESSENCE.** All limitations of time set forth in the Contract Documents are of the essence of this Contractor. The Work may be presumed abandoned after ninety (90) days if CONTRACTOR terminates the Work without just cause or without proper notification to COUNTY, including the reason for termination, or fails to perform Work without just cause for ninety (90) consecutive days.
3. This Amendment adds the following provisions to the Agreement:
   - **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.

4. 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,

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- 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.

4. **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.

   Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as procurement@marioncountyfl.org. If 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: chap@dinkinsconstruction.com and heidi@dinkinsconstruction.com. Designation signifies CONTRACTOR's election to accept notices solely by e-mail.
5. All provisions of the Agreement not specifically amended herein shall remain in full force and effect.

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IN WITNESS WHEREOF the parties have entered into this Amendment, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM

AND LEGAL SUFFICIENCY

MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

WITNESS:

SIGNATURE

PRINTED NAME

WITNESS:

SIGNATURE

PRINTED NAME

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA

JEFF GOLD DATE
CHAIRMAN

BCC APPROVED: May 18, 2021
20Q-161-TO-01 Marion County Dunnellon Airport T-Hangar Development

DINKINS CONSTRUCTION LLC

BY: DATE

PRINTED:

ITS: (TITLE)

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DINKINS
CONSTRUCTION

CONSTRUCTION MANAGER'S PROPOSAL

Dated: May 5, 2021

Project: Marion County - #20Q-161-TO-01 MC Dunnellon Airport T-Hangar Development

Scope: Installation of two new T-Hanger Pre-engineered metal building structures, approximately 13,400 SF each, and all associated site development work at Dunnellon Airport per plans by Avcon Inc. Engineers and Planners dated March 10, 2021. See attached project schedule and schedule of values.

Proposal: We propose to furnish all construction management and general contractor's services, as identified within our original C.M. agreement with Marion County, including all subcontract labor, material, and equipment, etc., and all items required for a complete project as identified within the Request for Proposal and as noted within the Schedule of Values for the stipulated sum of:

$2,769,388.00

Two Million Seven Hundred Sixty-Nine Thousand Three Hundred Eighty-Eight and 00/100 Dollars

Our firm agrees to execute the standard Marion County Contract Amendment and shall comply with all terms and conditions of the agreement for the compensation stated in this proposal. The principle signing below will personally communicate with the Owner's representative as much as needed during the project but at a minimum shall provide weekly progress reports via access to CM's Procore software.

We will work harmoniously with the governing agencies, engineer, owner and other parties. We will be participating in all project meetings and will accomplish this project in a timely and professional manner. While we are very aware of the existing conditions and do not expect any surprises, should a major unforeseen occurrence become known, we shall immediately notify the Owner representative and mutually discuss and agree in writing on how to proceed before work commences. We understand the nature of this type of work and expect to be flexible and make minor adjustments as needed to complete the work without extra charges to the Owner.

Our signature below guarantees this proposal to be for a complete job as stipulated within this proposal. We acknowledge we are licensed, insured, and familiar with and in compliance of all federal, state and local laws, rules, regulations and ordinances. We further warrant we have the capability to capitalize the project and that we have adequate manpower to complete the work at the direction of the Owner's schedule.

Respectfully,

Chap Dinkins, CGC 1519358
As Manager for Dinkins Construction LLC

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DINKINSCONSTRUCTION.com 2831 SE 17th Street, Ocala, FL 34471 • 352-368-2299 • 352-368-2294 Fax

DINKINS
CONSTRUCTION

Schedule of Values: Marion County #20Q-161-TO-01 MC Dunnellon Airport T-Hangar Development

DUNNELLON T-HANGAR DEVELOPMENT

Summary

May 6, 2021

DIVISION	DIVISION DESCRIPTION	TOTALS
Division 01	General Requirements	$ 256,377.45
Division 02	Existing Conditions	$ 500,549.80
Division 03	Concrete	$ 404,914.56
Division 04	Masonry	$ -
Division 05	Metals	$ 744,722.77
Division 06	Wood and Plastics	$ -
Division 07	Thermal and Moisture Protection	$ 1,000.00
Division 08	Doors and Windows	$ 7,648.56
Division 09	Finishes	$ 230,715.52
Division 10	Specialties	$ 6,983.24
Division 11	Equipment	$ -
Division 12	Furnishings	$ -
Division 13	Special Construction	$ -
Division 14	Conveying Systems	$ -
Division 15	Mechanical/Plumbing	$ 10,574.00
Division 16	Electrical	$ 151,682.00
	CM Fee	$ 150,486.78
	Bonding & Insurances	$ 41,713.64
	Marion County Contingency	$ 259,019.69
	3rd Party Inspections	$ 3,000.00
	Project Grand Total	**$ 2,769,388.00**

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DUNNELLON T-HANGAR DEVELOPMENT

Schedule of Values - Complete Project

May 6, 2021

#	TRADE DESCRIPTION	VALUES	NOTES
01000	General Conditions - Add Alternate A	$ -	combined and moved to contingency
01000	General Conditions - Add Alternate B	$ -	combined and moved to contingency
01000	General Conditions - Hangar B	$ -	combined and moved to contingency
01050	Permit Fees - ALLOWANCE	$ 12,885.00	Marion County
01100	Impact Fees - Excluded	$ -	Excluded
01500	Utility Deposits and Fees - Excluded	$ -	Excluded
01510	Water / Sewer Connection Fees - Excluded	$ -	Excluded
01520	Water Meter - Excluded	$ -	Excluded
01150	Builder's Risk Insurance - ALLOWANCE	$ 20,323.82	Brown and Brown
01200	Bonding - Fee included below subtotal	$ -	Dinkins
01800	Job Site Supervision	$ 88,105.41	Dinkins
01900	Direct Job Site Labor	$ 14,437.91	Action Labor
01018	Indirect O/H - PM and Office Admin	$ 13,215.81	Dinkins
01019	Job Trailer	$ 9,766.48	Dinkins
01600	Portable Sanitation	$ 4,868.03	Florida Express
01650	Refuse Container	$ 13,843.45	Florida Express
01750	Job Site Fencing - At Access Road	$ 6,490.70	Allan Quality Fence
01750	Job Site Fencing - Around Hangars	$ 17,308.53	Allan Quality Fence
01550	Temporary Electric Pole	$ 1,352.23	Dinkins
01550	Temporary Electric Service	$ 3,042.52	Dinkins
01550	Temporary Electric Service - Hot Check	$ 3,042.52	Dinkins
01550	Temporary Water	$ 608.00	Dinkins
01250	Testing	$ 4,732.80	Geo-Tech
01250	Testing - PEMB Nut and Bolt Inspections	$ 1,582.11	Geo-Tech
01300	Surveying	$ 2,704.46	Preece
01700	Equipment Rental	$ 3,000.00	Sunbelt
01850	Construction Cleaning	$ 18,149.84	Mary Aguirre
01850	Final Construction Cleaning	$ 9,074.92	Mary Aguirre
01950	Protection of Surfaces	$ 2,028.34	Dinkins
01960	Safety Materials	$ 2,028.34	Dinkins
01960	Safety Materials - Maintenance of Traffic	$ 2,028.34	Dinkins
01975	Signage and Security	$ 676.11	Dinkins
01975	Blueprint Reproduction	$ 1,081.78	QRS
	Takeoff Subtotal	**$ 256,377.45**	
02000	Site Work Subcontract	$ 241,132.00	Castlerock
02000	Site Work Subcontract - Add Alternate A	$ 127,151.80	Castlerock
02000	Site Work Subcontract - Add Alternate B	$ 70,514.00	Castlerock
02000	Erosion Control - Included	$ -	Castlerock
02000	Modified Soils - Included	$ -	Castlerock
02000	Limerock - Included	$ -	Castlerock
02000	Prime - Included	$ -	Castlerock
02000	Asphalt Paving - Included	$ -	Castlerock
02025	Mobilization - Included	$ -	Castlerock
02050	Demolition - Included	$ -	Castlerock
02050	Clearing & Grubbing - Included	$ -	Castlerock
02200	Earthwork - Included	$ -	Castlerock
02210	Rough Grading - Included	$ -	Castlerock
02210	Fine Grading - Included	$ -	Castlerock
02215	Fill Dirt - Included	$ -	Castlerock
02300	Underground Utilities - Included	$ -	Castlerock
02300	Storm Piping - Included	$ -	Castlerock
02300	Fire Main & Hydrants -Included	$ -	Castlerock
02300	Domestic Water - Included	$ -	Castlerock
02375	Site Concrete - Included	$ -	Castlerock
02400	Sidewalks - Included	$ -	Castlerock
02450	Signage & Striping - Included	$ -	Castlerock
02450	Traffic Control Barriers - Included	$ -	Castlerock
02475	Fencing & Gates	$ 23,750.00	Allan Quality Fence
02475	Automatic Gate Operator	$ 31,100.00	Marion Garage Doors
02475	Automatic Gate Operator - Tax	$ 2,177.00	Marion Garage Doors
02475	Communication Cabling - **Excluded - Sleeve and Pull Boxes Only - Wire and Tie-In are Excluded**	$ -	Excluded - By Marion County
02575	Sodding & Seeding - Included	$ -	Castlerock
02700	Septic System and/or Lift Station	$ 3,975.00	Moring Septic
02700	Permits	$ 250.00	Moring Septic
02700	Sewer Piping to Septic System	$ 500.00	Moring Septic
	Site Development Subtotal	**$ 500,549.80**	

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DINKINS
CONSTRUCTION

DUNNELLON T-HANGAR DEVELOPMENT

Schedule of Values - Complete Project

May 6, 2021

#	TRADE DESCRIPTION	VALUES	NOTES
03000	Concrete Subcontract - Base Bid	$ 202,500.00	James Anderson Masonry
03000	Concrete Subcontract - Hangar B	$ 195,000.00	James Anderson Masonry
03250	Termite Pretreat - Base Bid	$ 1,553.64	Champion Pest
03250	Final Treatment - Base Bid	$ 1,553.64	Champion Pest
03250	Termite Pretreat - Hangar B	$ 1,553.64	Champion Pest
03250	Final Treatment - Hangar B	$ 1,553.64	Champion Pest
03250	Zip Strip - Base Bid	$ 100.00	Dinkins
03250	Zip Strip - Hangar B	$ 100.00	Dinkins
03550	Site Clean-up - Base Bid	$ 250.00	Action Labor
03551	Site Clean-up - Add Alternate A	$ 250.00	Action Labor
03552	Site Clean-up - Add Alternate B	$ 250.00	Action Labor
03550	Site Clean-up - Hangar B	$ 250.00	Action Labor
	Takeoff Subtotal	**$ 404,914.56**	
04000	Masonry Subcontract - Included in Concrete	$ -	James Anderson Masonry
	Takeoff Subtotal	**$ -**	
05000	Metal Building Labor - Base Bid	$ 116,000.00	Fly-In-Inn
05000	Metal Building Labor - Hangar B	$ 116,000.00	Fly-In-Inn
05000	Remobilize for Painting - Base Bid	$ 2,000.00	Fly-In-Inn
05000	Remobilize for Painting - Hangar B	$ 2,000.00	Fly-In-Inn
05000	Installation of Man Doors - Base Bid	$ 2,750.00	Fly-In-Inn
05000	Installation of Man Doors - Hangar B	$ 2,500.00	Fly-In-Inn
05010	Metal Building Material - PO Issued 5/4/21 for both buildings	$ 445,280.00	Dean Steel Buildings Inc.
05010	PEMB Tax - TBD and overage taken from contingency	$ 26,547.78	Dean Steel Buildings Inc.
05009	PEMB Freight - Included in PO	$ -	Dean Steel Buildings Inc.
07100	PEMB Insulation - Base Bid	$ 13,072.33	Bay Insulation
07100	PEMB Insulation - Hangar B	$ 13,072.33	Bay Insulation
07100	PEMB Insulation - Tax - Base Bid	$ 915.06	Bay Insulation
07100	PEMB Insulation - Tax - Hangar B	$ 915.06	Bay Insulation
05015	Anchor Bolts - Base Bid	$ 1,835.10	Ajax Fasteners and Tools
05015	Anchor Bolts - Hangar B	$ 1,835.10	Ajax Fasteners and Tools
05025	Structural Steel Subcontract - Base Bid	$ -	Excluded
05300	Pipe Bollards - Base Bid	$ -	Excluded
	Takeoff Subtotal	**$ 744,722.77**	
07400	Caulking - Exterior Expansion Joints - Base Bid	$ 500.00	Rainbow Waterproofing
07400	Caulking - Exterior Expansion Joints - Hangar B	$ 500.00	Rainbow Waterproofing
07401	Caulking - Interior Saw Cut Joints - Included	$ -	NBI Concrete
07401	Caulking - Interior Saw Cut Joints - Included - Hangar B	$ -	NBI Concrete
	Takeoff Subtotal	**$ 1,000.00**	
08000	Door & Hardware Package - Included	$ -	Dean Steel Building Inc.
08000	Door & Hardware Package - HM Door and Frame at CMU R.R.	$ 1,000.00	Steven B Hering
08000	Door & Hardware Package - Installation of HM Door and Frame at CMU R.R.	$ 250.00	JS Carter
08000	Cores - IC Cores Included - Keying Excluded	$ -	Excluded
08000	Door and Hardware Tax - Included	$ -	Included
08600	OH & Specialty Doors - Hangar Doors - Included	$ -	Dean Steel Building Inc.
08700	Door Hardware - ALLOWANCE - Base Bid	$ 3,351.63	Steven B Hering
08700	Door Hardware - ALLOWANCE - Hangar B	$ 3,046.93	Steven B Hering
	Takeoff Subtotal	**$ 7,648.56**	
09150	Drywall Subcontract - Base Bid	$ 46,215.00	ADR Wall Systems
09150	Drywall Subcontract - Hangar B	$ 43,500.00	ADR Wall Systems
09150	Drywall Subcontract - Labeling Fire Walls - Base Bid	$ 375.00	ADR Wall Systems
09150	Drywall Subcontract - Labeling Fire Walls - Hangar B	$ 375.00	ADR Wall Systems
09300	Painting - Base Bid	$ 36,700.00	JP Painting
09300	Painting - Hangar B	$ 36,000.00	JP Painting
09300	Painting - (1) Prime Coat - Base Bid	$ 9,900.00	JP Painting
09300	Painting - (1) Prime Coat - Hangar B	$ 9,900.00	JP Painting
09300	Floor Sealer - Concrete Hardener - Base Bid	$ 23,875.27	NBI Concrete
09300	Floor Sealer - Concrete Hardener - Hangar B	$ 23,875.25	NBI Concrete
	Takeoff Subtotal	**$ 230,715.52**	

DRAFT

DINKINS
CONSTRUCTION

DUNNELLON T-HANGAR DEVELOPMENT

Schedule of Values - Complete Project

May 6, 2021

#	TRADE DESCRIPTION	VALUES	NOTES
10100	Toilet Accessories	$ 666.72	Suncoast Insulators
10100	Toilet Accessories - Toilet Paper, Paper Towel, Soap - **Owner Furnished Contractor Installed**	$ -	Suncoast Insulators
10200	Fire Extinguishers - Base Bid	$ 964.50	American Fire
10200	Fire Extinguishers - Hangar B	$ 964.50	American Fire
10300	Signs & Plaques - Base Bid	$ 2,193.76	Kay Enterprises
10300	Signs & Plaques - Hangar B	$ 2,193.76	Kay Enterprises
	Takeoff Subtotal	**$ 6,983.24**	
11300	Phone System - Excluded	$ -	Marion County
11350	Voice/Data - Excluded	$ -	Marion County
11500	Security System - Video Access Control - Excluded	$ -	Marion County
11600	Computer Cabling - Excluded	$ -	Marion County
	Takeoff Subtotal	**$ -**	
12000	FF&E - Excluded	$ -	Marion County
	Takeoff Subtotal	**$ -**	
15100	Plumbing Subcontract - Base Bid	$ 21,111.00	Southern Plumbing
15100	Plumbing Subcontract - Hangar B	$ 13,083.00	Southern Plumbing
15100	**VE Suggestion:** Delete Hose Bibs Shown on Plumbing Sheets. Keep Hose Bibs Shown on Civil Sheets - Base Bid	$ (11,521.00)	Southern Plumbing
15100	**VE Suggestion:** Delete Hose Bibs Shown on Plumbing Sheets. Keep Hose Bibs Shown on Civil Sheets - Hangar B	$ (13,083.00)	Southern Plumbing
15300	HVAC System (Subcontract) - Base Bid	$ 984.00	Hilliard's
	Takeoff Subtotal	**$ 10,574.00**	
16100	Electrical Subcontract - Base Bid	$ 86,106.00	Ciraco Electric
16100	Electrical Subcontract - Hangar A	$ 59,437.00	Ciraco Electric
16100	Raceways for Electric Gate - Cabling **Excluded**	$ 1,000.00	Ciraco Electric
16200	Light Fixtures - Included	$ -	Ciraco Electric
16600	Lightning Protection - Fence Grounding	$ 5,139.00	Ciraco Electric
16550	Generator	$ -	Excluded
16110	Security System	$ -	Excluded
16110	Access Control	$ -	Excluded
16110	Intercom	$ -	Excluded
16110	Audio Visual	$ -	Excluded
16120	Fire Alarm	$ -	Excluded
16120	Radio Signal Test	$ -	Excluded
16120	Fire Alarm Dialer	$ -	Excluded
16140	Voice Data	$ -	Excluded
16300	Sign - Power	$ -	Excluded
16400	Site Lighting	$ -	Excluded
	Takeoff Subtotal	**$ 151,682.00**	
	Building Construction Subtotal	**$ 1,814,618.09**	
	Building + Site Subtotal	**$ 2,315,167.89**	
01000	CM Fee for project between 2-3 m = 6.5%	$ 150,485.91	
01200	Insurance & Bonding:	$ 41,713.64	Included
01016	County Contingency	$ 259,019.69	Marion County
01250	Threshold & OR 3rd Party Inspections	$ 3,000.00	Geo Tech nut & bolt certification
12000	A/E and Special Consultants	$ -	Excluded
	Rounding	$ 0.87	Dinkins
	Project Grand Total	**$ 2,769,388.00**	

DRAFT

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3039 **Agenda Date:** 5/18/2021 **Agenda No.:** 7.8.7.

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 are approved for conformance with the Procurement Code/Manual, pending approval at today's meeting.

Pending Requisition/Motorola Solutions - Marion County Public Safety Communications requests approval to purchase multiple site, 800 MHz system upgrades and repair projects. Each individual project is listed below and attached for review are copies of each of the site proposals. Once projects are completed, all of the new equipment will remain the property of Marion County Public Safety Communications Radio Division. In July of 2020, the Board of County Commissioners approved the Sales Tax initiative to upgrade Marion County's radio system infrastructure, with which this Agenda item is directly related. **Total expenditure $585,829.00.** *This purchase is under 12ST-196.*

Project Description	***Proposal Cost***
Baseline Tower and Forest Tower	$ 83,561.00
Pinnacle Site	$120,138.00
Pistol Range Site	$283,599.00
Florida Gas Site	$ 98,531.00
Total Proposal Cost	**$585,829.00**

RECOMMENDED ACTION:
Motion to approve requested purchases.

MOTOROLA SOLUTIONS

04/20/2021 *Effective for 30 Days*

Motorola Solutions is pleased to present the following turnkey proposal to install Mutual Aid equipment at the Forest and Baseline Tower Sites to comply with the requirements for Region 9. We have provided a proposal that includes all of the necessary hardware and labor.

Baseline Tower:
The Baseline Tower Site design will utilize the existing Microwave and Antenna system installed at the site. The Microwave will provide the Mutual Aid equiment with connectivity back to the Master Site for the MCC7500 console position to access the Mutual Aid Channel. The new Mutual Aid repeater will use both the Transmit and Receive antennas existing at the site reducing cost to Marion County. This configuration will eliminate the requirement of a duplexer. The Baseline site will not require remediations due to all tower top equipment previously installed.

Forest Tower:
The Forest Tower Site design will require the installation of a new transmit antenna and transmit line only. The design will utilize the existing receive antenna and tower top amp located at the site. The installation of a new transmit antenna and 7/8" line will eliminate the need for a duplexer. The existing Marion County network will provide the Mutual Aid equipment with connectivity back to the Master Site for the MCC7500 console position to access the Mutual Aid Channel.

The Forest Tower design may require a structural analysis for approval to install new equipment on the tower.

- Quote assumes all towers have climbing facilities and waveguide ladders with open slots
- Any equipment/labor outside this scope of work is not included in this project
- **Customer is responsible for coordinating a structural analysis with an engineering firm and any potential tower remediations**

Proposal Total: $83,561.00

COPY

MOTOROLA
SOLUTIONS

04/20/2021 *Effective for 30 Days*

Motorola Solutions is pleased to present the following turnkey proposal to install a new Tower Top Amplifier, Multicoupler, Receive Antenna (1), Transmit Antenna (2), and replacement line for the Receive and Transmit Antennas located at the Pinnacle Tower site. The existing Tower Top Amplifier has suffered a failure due to age and wear. The failure has removed the ability to support redundancy at the site. This is a consistent alarm and immediate attention is recommended to prevent loss of the Pinnacle Tower Site. We have provided a proposal that includes all of the necessary hardware and labor.

Proposal:
The quote provides replacement of:
QTY (1) Receive Antenna located at 250 Feet, line 7/8" helix
QTY (2) Transmit Antennas Located at 250 Feet, 1 1/4" Helix
6' Side Arms, Transmission Lines, Connectors, Hangers, Hoisting Grips per R56 Guideline.
Tower Top Amplifier and Multicoupler

- Quote assumes antennas will be the direct replacement of existing antenna in use today
- Quote assumes all towers have climbing facilities and waveguide ladders with open slots
- Any equipment/labor outside this scope of work is not included in this project
- **Customer is responsible for coordinating a structural analysis with an engineering firm and any potential tower remediations.**

Pinnacle Site Total: $120,138.00

COPY

MOTOROLA SOLUTIONS

04/20/2021 *Effective for 30 Days*

Motorola Solutions is pleased to present the following turnkey proposal to install a new Receive Antenna located at the Pistol Range Tower site. When the TTA was replaced, a TDR report was performed and reflects a bad RX antenna at the Pistol Site. In addition, the line passed but had several bad spots. Therefore, we are recommending it to be replaced before it becomes an issue. We have provided a proposal that includes an antenna and line replacement. Please note, a bad receive antenna will give you degraded coverage as your inbound signal may not have enough energy to be decoded as it travels down the coax. In-building coverage around the tower will also be degraded as it will not be able to make up for some of the building loss.

Proposal:
The replacement antenna is a BMR12-H-B1 Omni Directional Antenna which is the direct replacement of the existing antenna in use today. The quote provides replacement of QTY (1) antenna, receive line (1ea 1/2" test line and 1ea 7/8" RX line 530' ea), transmit line (2 ea 1 1/4" TX line 530' ea), receive applicable snap in hangers, jumper, lightning protection, and labor.

- Quote assumes antennas will be the direct replacement of existing antenna in use today
- Quote assumes all towers have climbing facilities and waveguide ladders with open slots
- Any equipment/labor outside this scope of work is not included in this project

Motorola Solutions is pleased to provide a proposal for the necessary microwave equipment that provides redundant connectivity between the Pistol Range (Prime Site) and Marion County Sheriff Office (Master Site). The existing equipment is no longer under manufacturer support and suffered a catastrophic failure due to equipment age and regular exposure to the environment.

Proposal:
The replacement microwave equipment is a Microwave Networks Proteus MX 11 GHz Gigabit Ethernet Radio. The replacement proposal includes all hardware and labor required to replace the inoperable microwave system that is located at both the Prime Site and Master Site. The proposal includes 5 years of manufacturer support.

- **Customer is responsible for coordinating a structural analysis with an engineering firm and any potential tower remediations.**

Pistol Range Site Total: $283,599.00

COPY

MOTOROLA
SOLUTIONS

04/20/2021 *Effective for 30 Days*

Motorola Solutions is pleased to present the following turnkey proposal to install a new Tower Top Amplifier, Multicoupler, Receive Antenna (1), Transmit Antenna (2), and replacement line for the Receive and Transmit Antennas located at the Florida Gas Tower site. A high reflected power is reported utilizing the Advanced Power Monitor (APM) located at the Florida Gas Tower Site. This is a consistent alarm and immediate attention is recommended to prevent loss of the Florida Gas Tower Site. We have provided a proposal that includes all of the necessary hardware and labor.

Proposal:
The quote provides replacement of:
QTY (1) Receive Antenna located at 380 Feet, line 7/8" helix
QTY (2) Transmit Antennas Located at 380 Feet, 1 1/4" Helix
6' Side Arms, Transmission Lines, Connectors, Hangers, Hoisting Grips per R56 Guideline.
Tower Top Amplifier and Multicoupler

- Quote assumes antennas will be the direct replacement of existing antenna in use today
- Quote assumes all towers have climbing facilities and waveguide ladders with open slots
- Any equipment/labor outside this scope of work is not included in this project
- **Customer is responsible for coordinating a structural analysis with an engineering firm and any potential tower remediations**

Florida Gas Site Total: $98,531.00

Project Total (Pinnacle, Pistol Range, & Florida Gas): $502,268.00

COPY

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3063 **Agenda Date:** 5/18/2021 **Agenda No.:** 7.9.1.

SUBJECT:
Request Approval of Tourist Development Council (TDC) Funding Request (Budget Impact - Neutral; expenditure of $10,000 as approved in the FY 20/21 budget)

INITIATOR:
Loretta Shaffer, Director

DEPARTMENT:
Tourist Development

DESCRIPTION/BACKGROUND:
The Tourist Development Council (TDC) is seeking approval of the following funding request for an organization that has festivals, events, or programs which support the TDC's mission to lead, market, and grow the county's travel and tourism industry to generate economic development opportunities and prosperity for the entire community:

Dixie Softball State Championships	$10,000

BUDGET/IMPACT:
Neutral; expenditure of $10,000 as approved in the FY20/21 budget

RECOMMENDED ACTION:
Motion to approve the Tourist Development Council funding request and authorize the Chairman to execute attached funding agreement.

LEGAL REQUEST MEMORANDUM (LRM)

To: ☐ Matthew Minter, County Attorney ☐ Dana E. Olesky, Chief Asst County Attorney ☑ Elizabeth Alt, Sr Asst County Attorney ☐ Russell Ward, Asst County Attorney ☐ William Harris, Asst County Attorney

From: (Name) Wheeler (Last) Sky (First) (Dept) Visitors & Convention Bureau - 2870

(Title) Tourist Development Manager (Phone) 352-438-2800

Signature _____ Date Monday, April 12, 2021

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

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

Description of Request

We are requesting legal review of the contract with the Belleview Girls Softball, Inc. for the Dixie Softball State Championship. This was recommended for approval on February 25, 2021 by the TDC. A word document is available for editing.

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

(Name) Locke (Last) Corry (First) (Title) Group Sales Supervisor (Phone) 352-438-2839

COMPLETION IS REQUESTED BY: *(specific date)* Monday, April 19, 2021

Please allow for a MINIMUM of five (5) working days from receipt of LRM:

Agenda Item? ☑ Yes ☐ No

Agenda Deadline Date: Thursday, April 22, 2021 Agenda Date: Tuesday, May 4, 2021

LRM No. 2021-277 DO NOT COMPLETE - Office of the County Attorney use ONLY

Outcome:

Approved as to form.

Date Received:

Marion County Attorney
APR 13 2021
RECEIVED

Attorney Signature: _____ Date 4-13-2021

Staff Signature: Debra Veachey (Completed) Returned: ☐ Department ☐ Admin ☐ Procurement

4/14/2021

Rev 12/21/17



AGREEMENT BETWEEN MARION COUNTY AND BELLEVIEW GIRLS SOFTBALL, INC.

This Agreement is made and entered into by and between Marion County, a political subdivision of the State of Florida, ("County") and **Belleview Girls Softball, Inc.** ("Recipient"), whose address **6500 SE 107th St. Belleview, FL 34420** for the **Dixie Softball State Championships** (the "Event/Project").

WITNESSETH:

In consideration of the mutual covenants and promises contained herein, County and Recipient hereto agree as follows:

Article 1 – The Contract:

1.1 The contract between County and Recipient of which this Agreement is a part, consists of the Contract Documents. The Contract Documents are defined as this Agreement, the Sports Event–Funding Program Guidelines, the Recipient's submitted application, Certificate of Insurance, and any attachments or addendum thereto. The Contract Documents represent the entire and integrated contract between the parties and supersede prior negotiations, representations or agreements, either written or oral. Recipient acknowledges receipt of a copy of the Contract Documents.

Article 2 - Contract Sum & Payments:

2.1 Recipient acknowledges that it seeks funding for the Event/Project in the form of a grant from County's Sports Event-Funding Program (the "Program") governed by County's Tourist Development Council (the "TDC"). The Program permits the expenditure of certain tax revenues in order to promote tourism. Recipient acknowledges that it has reviewed the Program and the Contract Documents and understands that failure to comply with the Program and the Contract Documents shall jeopardize current and future funding. The obligation of County for payment to Recipient is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

2.2 With regard to the Event/Project, County shall make one payment to Recipient as reimbursement for eligible expenses and verified hotel room bookings in an amount not to exceed ***Ten thousand dollars ($10,000.00).***

2.3 Final Report:
Payment shall not be issued until Recipient has delivered to Ocala/Marion County Visitors and Convention Bureau (the "OMCVCB") a final report containing all eligible expenses incurred and complete detail of the number of hotel rooms booked, if any.

A. Expenses: Recipient is instructed to refer to the Sports Event–Funding Program Guidelines for a listing of eligible and ineligible expenses. Claimed eligible expenses shall be fully supported by proofs of purchase (copies are acceptable).

B. Hotel Rooms: Claimed hotel rooms shall include verified proof of the number of hotel rooms booked. Recipient is instructed to refer to the Sports Event-Funding Program Guidelines for the acceptable format of room verification.

C. The final report shall contain a completed Revenue and Room Night Certification Form (found on OMCVCB website www.OcalaMarion.com) documenting that funding has contributed to an increase in overnight stays in Marion County. Recipient acknowledges that the TDC will actively avoid becoming a perpetual funding source for any event.

D. The deadline for submission of the final report to OMCVCB is **60** calendar days after the final date scheduled for the Event/Project. No additions or changes to Recipient's final report will be accepted by County after that date and County shall not issue any payments for untimely submissions.

E. Recipient acknowledges that all funds it receives are subject to audit by the Marion County Clerk of the Court – Internal Auditor or other representative as County may designate.

Article 3 – Event/Project Eligibility:

To be eligible for Program funds, the Event/Project shall, in part, comply with the Program objective and provide certain deliverables. This Event/Project was recommended to the Board of County Commissioners by the Tourist Development Council on **February 25, 2021.** Following the approval by the TDC, the Event Planner requested a date change which was subsequently approved by the TDC on **April 22, 2021**. The final approval by the Board of County Commissioners was on **May 18, 2021.**

3.1 Program Objective:

The Event/Project shall meet the following Program objective, as set forth in Section 125.0104, Florida Statutes:

TOURISM PROMOTION: To promote and advertise tourism in the State of Florida and nationally and internationally; however, if tax revenues are expended for an activity, service, venue, or event, the activity, service, venue, or event shall have as one of its main purposes the attraction of tourists as evidenced by the promotion of the activity, service, venue, or event to tourists.

Specifically, to qualify for Program funding the Event/Project shall enhance County's appeal to visitors and support the TDC mission to "Promote Tourism for Marion County."

3.2 Event/Project Deliverables:

The Event/Project shall provide all of the following deliverables:

A. Schedule

(1) The Event/Project shall take place on **July 1-5, 2021 at Belleview Sportsplex 6501 SE 107th St., Belleview, FL 34420**. This schedule cannot be modified without written pre-authorization from County. Any request by Recipient to alter the schedule must be made in writing and received by County no later than 90 days before the Event/Project is scheduled to begin.

B. Service to County

(1) The Event/Project shall create paid lodging for County that is subject to the collection of Tourist Development Tax (TDT). Tax exempt or complimentary rooms will not be counted toward the deliverables required through the funding guidelines.

(2) The Event/Project shall create economic activity for County.

C. Marketing

(1) Recipient shall credit the OMCVCB on all Event/Project marketing materials online and offline.

(2) All Event/Project printed and digital marketing collateral and materials, including t-shirts, Event/Project merchandise, and give away items, shall include the OMCVCB logo or, if space does not permit, shall include the OMCVCB logo type and the following tagline: "This event is funded in part by the Ocala/Marion County Visitors and Convention Bureau" and the OMCVCB's URL - www.OcalaMarion.com.

Article 4 – General Responsibilities of Recipient:

4.1 Recipient shall comply with all applicable federal, state, and local laws and regulations in executing the Event/Project and shall include this requirement in all subcontracts pertaining to the Event/Project. Recipient agrees to furnish all labor, materials equipment, and services and shall obtain any and all governmental permits necessary to execute the Event/Project. If any part of the Event/Project is not properly permitted prior to execution or completed without proper permits, the Event/Project will be disqualified for funding.

4.2 Recipient shall be responsible for its own electricity, water, light and heat to support the Event/Project, at no cost to County.

4.3 Recipient shall provide proof of insurance to County, obtained with a company or companies authorized to do business in the State of Florida with an A.M. Best Company rating of at least A-. A Commercial General Liability Insurance Policy is required for each Event in the Event/Project of $1,000,000 each occurrence and $2,000,000 aggregate for Bodily Injury, Property Damage and Personal and Advertising Injury, $1,000,000, and $50,000 Fire Legal Liability Coverage. Marion County, a political subdivision of the State of Florida, its officials, employees, and volunteers are to be named and covered as an additional insured with a CG 20 26 04 13 Additional Insured – The coverage shall contain no special limitation on the scope of protection afforded to Marion County, its officials, employees, or volunteers. The term of coverage must include not only all days of each Event in the Event/Project, but any set up days and take down days as well.

4.4 A. If Recipient's Event/Project qualifies as an "Equine activity" as defined in Chapter 773, Florida Statutes, Recipient acknowledges that:

(1) County qualifies as an "Equine activity sponsor" as defined in Chapter 773, Florida Statutes; and,

(2) Recipient shall be responsible for all of the following:

(a) Post and maintain one (1) or more signs in clearly visible locations near to where the equine activity begins, setting forth the warning in subsection 4.4(B) below using black letters, with each letter to be a minimum of one (1) inch in height, with sufficient color contrasts to be clearly distinguishable;

(b) Include a disclaimer setting forth the warning in subsection 4.4(B) below with all forms of registration or official documents requiring participants' signatures;
and,

(c) Include the warning set forth in subsection 4.4(B) below in program guides or any other materials for spectators.

B. The signs and documents described above shall contain the following notice:

WARNING

Under Florida law, an equine activity sponsor or equine professional is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities.

4.5 Recipient shall only receive funding for eligible expenses, as otherwise provided herein. Any funding advanced and later deemed ineligible for any reason, shall be repaid by Recipient to County within ten (10) days of written request.

4.6 Recipient shall provide County each of the following, to the satisfaction of County:

A. Banners on site during the Event/Project;
B. If applicable, Full page ad in the Event/Project program;
C. Recognition during Public Address announcements;
D. Focus group surveys/access for research firm.

4.7 In the performance of this Agreement, Recipient shall be acting in the capacity of an "Independent Contractor" and not as an agent, employee, partner, joint venture or associate of County, thereby making Recipient solely responsible for the means, methods, techniques, sequences and procedures utilized by Recipient in the full performance of this Agreement.

4.8 Recipient shall keep records of all transactions related to this Agreement and County shall have the right to review such records. The parties specifically agree that should County request to review such records, Recipient shall produce the records at County's office located at **109 W. Silver Springs Blvd., Ocala, FL 34475**, during normal business hours.

4.9 Public Records Compliance.

A. Recipient acknowledges that any material, including papers, photographs, films, and audio recordings, made or received by County in connection with Recipient's request for Program funding is a public record and subject to public inspection, unless there is a legislatively created exemption that makes it confidential and not subject to disclosure. Therefore, Recipient acknowledges that it cannot dictate to County what material is open to public inspection or the circumstances under which material is deemed confidential.

B. If, under this Agreement, Recipient is providing services and is acting on behalf of County as provided under Section 119.001(2), Florida Statutes, then, Recipient shall comply with public records laws, specifically:

(1) Keep and maintain public records required by County to perform the service;

(2) Upon request from County's custodian of records, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Term of this Agreement and following completion of this Agreement if Recipient does not transfer the records to County; and,

(4) Upon completion of this Agreement, transfer, at no cost, to County, all public records in possession of Recipient or keep and maintain public records required by County to perform the service. If Recipient transfers all public records to County upon completion of this Agreement, Recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Recipient keeps and maintains public records upon completion of this Agreement, Recipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request from County's custodian of public records in a format that is compatible with the information technology systems of County.

C. If Recipient fails to provide the public records to County within a reasonable time or otherwise, Recipient may be subject to penalties under Section 119.10, Florida Statutes and may be subject to unilateral cancellation of this Agreement by County.

D. **IF RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119,**

FLORIDA STATUTES, TO RECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Public Relations
601 SE 25th Ave.
Ocala, FL 34471
Phone: 352-438-2300
Fax: 352-438-2309
Email: Publicrelations@MarionCountyFL.org

Article 5 – Indemnification and Liabilities:

5.1 To the fullest extent permitted by law, Recipient shall indemnify, defend, and hold harmless County, its officers, board members, agents, representatives and employees, from and against fines, suits, claims, demands, penalties, liabilities, costs or expenses, losses, settlements, judgment and awards and actions of whatever kind or nature, including attorney's fees, costs (and costs and fees on appeal), and damages (including, but not limited to, actual and consequential damages, personal injury, bodily injury, sickness, disease or death, and injury to or destruction of tangible property including loss of use resulting therefrom), arising out of or resulting from guests, invitees, participants, spectators, or any action of Recipient, or in any way a result of the Event/Project or the use of County facilities, equipment, or property.

5.2 Recipient acknowledges that County, through the TDC, is only a financial contributor to the Event/Project and not a promoter or co-sponsor and County shall not be responsible for any debt incurred or liability issues that may occur in any way related to the Event/Project.

Article 6 - Termination of this Agreement:

6.1 County may terminate this Agreement at any time with or without cause. Recipient may terminate this Agreement at any time with cause solely with the approval of County. Any and all decisions made by County concerning termination of this Agreement are binding upon Recipient. Recipient acknowledges that termination of this Agreement does not relieve Recipient of any obligations it may have to the facility, vendors, etc.

Article 7 – Photo/Likeness Release Form:

7.1 Recipient acknowledges that the purpose of the Program and the award of Program funding to Recipient, are, in part, to promote County. Recipient grants to County the right to use and reproduce any and all photographs, digital images, videotapes or recordings made at or in relation to the Event/Project, including those of Recipient's employees, volunteers, invitees, and those that contain Recipient's name, artwork, logo or trademark, for use by County, and the right to copyright and/or use, reuse and/or publish, republish photographic pictures, digital images, videotapes or recordings. Recipient affirms it is the legal owner of any artwork, logo or trademark used by Recipient and acknowledges that County is relying on this representation and, to the extent there is any claim by any third party against County, Recipient will indemnify and hold the County harmless as to any such claim or damages arising from such claim. Recipient grants County permission for the photographs, digital images, videotapes, or recordings to be used in their entirety and/or edited versions as deemed necessary by County. It is understood these items will become the property of County and all rights to inspect or approve as well as any royalties or other such compensation are waived. Recipient further grants County permission for the photographs, digital images, videotapes or recordings to be used by County at any time in the future without notice being provided and that County's use may include for trade, commercial and advertising purposes, to promote the product or

service of County, and to simply report happenings in County, and may include the use of items on County websites. Recipient affirms it has made its invitees aware of County's intentions in this regard and has made the signing of a release a requirement to participate in the Event/Project.

Article 8 – Governing Law, Venue, Waiver of Right to Jury Trial, Severability:

8.1 This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly against one party than against the other because it may have been drafted by one of the parties. As used herein, "shall" is always mandatory. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County and (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial.

8.2 Invalidity or unenforceability of one or more provisions of this Agreement shall not affect any other provision of this Agreement.

THIS SPACE LEFT INTENTIONALLY BLANK

WITNESS WHEREOF, the parties have entered into this Agreement by their duly authorized officers on the date of the last signature below.

ATTEST:
MARION COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS

_____
GREGORY HARRELL
CLERK OF COURT

DATE: _____

BY: _____
JEFF GOLD
CHAIRMAN

DATE: _____

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY
BCC APPROVED:

_____
MATTHEW MINTER
COUNTY ATTORNEY

ACCEPTANCE DATE: _____

Belleview Girls Softball, Inc. **(Recipient)**

By: Kimberly Boynton
Printed Name: Kimberly Boynton
Its: President
Date: _____

STATE OF Florida

COUNTY OF Marion

The forgoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 29 day of April, 2021 by Kimberly Boynton (name of officer, manager, or agent), the President (title) of **Belleview Girls Softball, Inc.** (name of entity acknowledging), a Florida (state or place of formation) entity, on behalf of the entity. He/she is personally known to me or has produced FLDL (type of identification) as identification.

SAMANTHA EMIDY
MY COMMISSION # HH 024233
EXPIRES: July 27, 2024
Bonded Thru Notary Public Underwriters

(Notary Signature and Notary Seal)

Samantha Emidy
(Name of Notary Typed, Printed or Stamped)

Commission Expires: July 27, 2024

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-2865 **Agenda Date:** 5/18/2021 **Agenda No.:** 7.10.1.

SUBJECT:
Request Approval of a District Office Lease Between Marion County and Senator Keith Perry (Budget Impact - None)

INITIATOR:
Tracy Straub, P.E. County Engineer

DEPARTMENT:
Office of the County Engineer

DESCRIPTION/BACKGROUND:
This is a request to approve a District Office Lease between Marion County and Senator Keith Perry for office space located at 115 SE 25th Avenue, Ocala, FL. The lease term is from January 3, 2021 through January 2, 2023.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to approve the District Office Lease and authorize the Chairman to execute the same.

LEGAL REQUEST MEMORANDUM (LRM)

To: ☐ Matthew Minter, County Attorney ☐ Dana E. Olesky, Chief Asst County Attorney ☑ Elizabeth Alt, Sr Asst County Attorney ☐ Russell Ward, Asst County Attorney ☐ William Harris, Asst County Attorney

From: (Name) Hubbuck (Last) Shawn (First) (Dept) Office of the County Engineer - 4121

(Title) Right of Way Manager (Phone) 352-671-8699

Signature [signature] Date 4-15-21

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 review and approve a District Office Lease between Marion County and Senator Keith Perry. The Lease is for office space located at 115 SE 25th Avenue, Ocala. FL for a term of two (2) years.

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

(Name) Galarza (Last) Stephanie (First) (Title) Land Management Agent (Phone) 352-671-8667

SG 4-14-2021

COMPLETION IS REQUESTED BY: *(specific date)* Tuesday, April 20, 2021

Please allow for a MINIMUM of five (5) working days from receipt of LRM:

Agenda Item? ☑ Yes ☐ No

Agenda Deadline Date: Tuesday, April 20, 2021 Agenda Date: Tuesday, May 4, 2021

LRM No. 2021-287 DO NOT COMPLETE - Office of the County Attorney use ONLY

Outcome:

Approved as to form.

Date Received:

Marion County Attorney

APR 15 2021

RECEIVED

Attorney Signature: [signature] Date 4-15-2021

Staff Signature: [signature] (Completed) Returned: ☑ Department ☐ Admin ☐ Procurement

4/16/2021

Rev 12/21/17

District Office Lease

Marion County, Florida

Marion County Board of County Commissioners, 601 SE 25th Avenue, Ocala, FL 34471 ("LESSOR"), and Keith Perry, a Member / Member Elect of the Florida Senate ("LESSEE"), agree as follows:

1. LESSOR shall lease to LESSEE approximately 1315 square feet of office space located at 115 SE 25th Avenue in the city and state of Ocala, FL. 2 ☐ assigned or ■ **unassigned** (please check one) parking spaces are included in the Lease.

2. LESSEE shall have and hold the leased premises for the period beginning January 3, 2021 and ending January 2, 2023 . The term of this District Office Lease ("LEASE") may not exceed two years and may not extend beyond January 2, 2023, which is the end of the constitutional term of the Florida Senate to which the Member is elected.

3. The monthly rent shall be Zero , and is payable in arrears on or before the last day of each calendar month. Rent payable under this LEASE shall be prorated on a daily basis for any fraction of a month of occupancy.

4. This LEASE may be terminated by either party giving thirty (30) days prior written notice to the other party. The commencement date of such termination notice shall be the date such notice is delivered or, if mailed, the date such notice is postmarked.

5. Any amendment hereto shall not be effective unless in writing and executed by both parties hereto.

Marion County
Board of County Commissioners
Print Name (LESSOR / Landlord)

LESSOR Signature
Jeff Gold, Chairman

(Date)

Keith Perry
Print Name (LESSEE)

LESSEE Signature

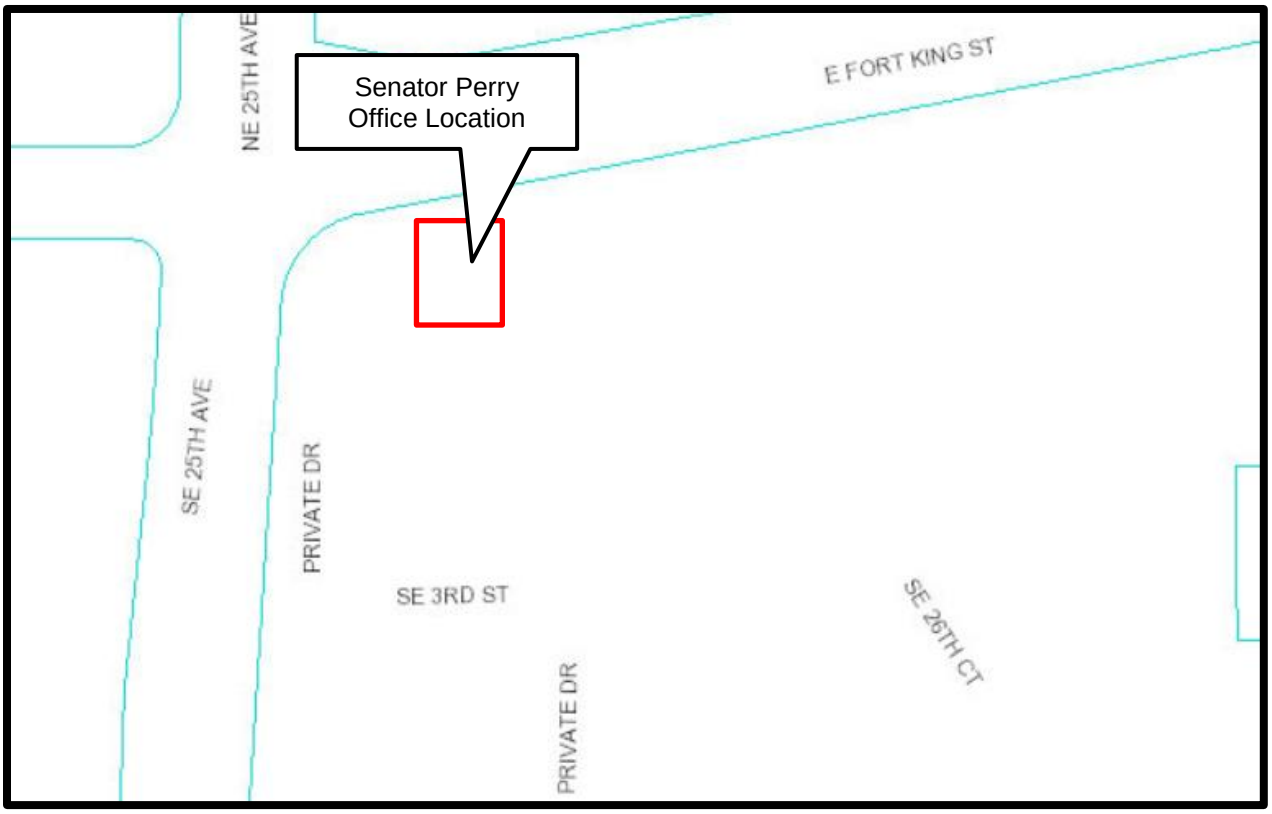
(Date)

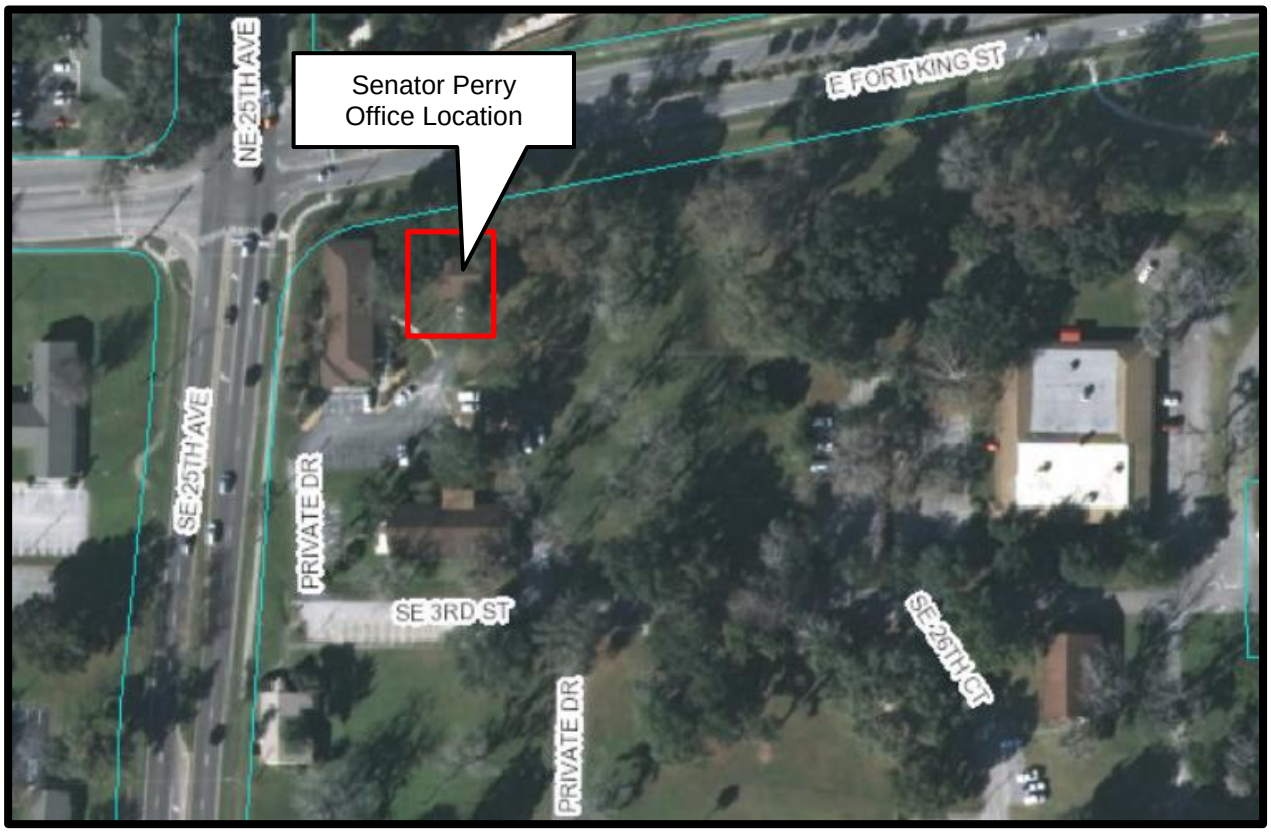
For use and reliance of Marion County only,
approved as to form and legal sufficiency:

Elizabeth Alt,
Senior Assistant County Attorney

Location Map

Parcel #: 28164-000-00 (A Portion Of)
115 SE 25th Avenue





Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-2869 **Agenda Date:** 5/18/2021 **Agenda No.:** 7.10.2.

SUBJECT:

Request Approval to Declare Parcel Number 31818-001-00 as Surplus and Authorize Staff to Proceed with the Sale (Budget Impact - Revenue of $30,931)

INITIATOR: **Tracy Straub, P.E. County Engineer**

DEPARTMENT: **Office of the County Engineer**

DESCRIPTION/BACKGROUND:

This is a request to declare parcel number 31818-001-00 as surplus; and approve a Sale and Purchase Agreement between Marion County and Felburn Foundation, Inc., a Statute 125 Deed between Marion County and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (TIITF), and a Resolution.

This request is associated with an Application for Conveyance or Lease of County Owned Property submitted by Felburn Foundation, Inc. The application is pursuant to provisions in Chapter 125.38 FS which provides that the Board of County Commissioners may convey a specific property to the United States, any department or agency thereof, or to a not for profit corporation organized for the purposes of promoting community interest and welfare.

Felburn Foundation, Inc. is a not for profit corporation. The attached documents show that the Felburn Foundation is promoting public or community interest and welfare with their purchase to be a donation to benefit Silver Springs State Park. The Florida Department of Environmental Protection (DEP), as the managing entity for many TIITF lands and the Silver Springs State Park, has agreed to accept the donation.

The purchase price of $30,931 is the Marion County Property Appraiser's 2020 Assessed Value. This property is not needed for County purposes and Staff recommends approval of the sale.

BUDGET/IMPACT:

Sale of Surplus Land - AA00364 - 364022 - $30,931

RECOMMENDED ACTION:

Motion to approve the request to declare parcel number 31818-001-00 as surplus, authorize Staff to proceed with the sale, and authorize the Chair and Clerk to execute the documents.

LEGAL REQUEST MEMORANDUM (LRM)

To: ☐ Matthew Minter, County Attorney ☐ Dana E. Olesky, Chief Asst County Attorney ☑ Elizabeth Alt, Sr Asst County Attorney ☐ Russell Ward, Asst County Attorney ☐ William Harris, Asst County Attorney

From: (Name) Hubbuck (Last) Shawn (First) (Dept) Office of the County Engineer - 4121

(Title) Right of Way Manager (Phone) 352-671-8699

Signature _____ Date 4-15-21

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 approve a Purchase Agreement, FS 125 Deed and Resolution associated with an Application for Conveyance of County owned Property. The application is pursuant to provisions in Chapter 125.38 FS which provides that the Board may convey a specific property to the United States or any department or agency thereof or a not for profit corporation organized for the purposes of promoting community interest and welfare. The Applicant (Felburn Foundation, Inc.) is such a not for profit corporation that is requesting to purchase Parcel 31818-001-00 at the Marion County Property Appraisers' 2020 Assessed Value of $30,931. Additionally, the Applicant is requesting that the purchase be for the benefit of the Florida Department of Environmental Protection (DEP), conditioned upon DEP's acceptance. If the Purchase is approved, the property will be Deeded from Marion County to DEP for the purpose of promoting Public or community interest and welfare as an addition to the Silver Springs State Park.

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

(Name) Galarza (Last) Stephanie (First) (Title) Land Management Agent (Phone) 352-671-8667

SG 4-14-2021

COMPLETION IS REQUESTED BY: *(specific date)* Tuesday, April 20, 2021

Please allow for a MINIMUM of five (5) working days from receipt of LRM:

Agenda Item? ☑ Yes ☐ No

Agenda Deadline Date: Tuesday, April 20, 2021 Agenda Date: Tuesday, May 4, 2021

LRM No. 2021-288 DO NOT COMPLETE - Office of the County Attorney use ONLY

Outcome:

Approved as to form.

Date Received:

Marion County Attorney
APR 15 2021
RECEIVED

Attorney Signature: _____ Date 4-19-2021

Staff Signature: Debra Beachy (Completed) Returned: ☑ Department ☐ Admin ☐ Procurement

4/21/2021

Rev 12/21/17

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

Property Appraiser PID No.: 31818-001-00

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 **FELBURN FOUNDATION, INC., A VIRGINIA NOT FOR PROFIT CORPORATION**, having a mailing address of 1515 East Silver Springs Blvd., Suite 102, Ocala, FL 34470, 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. #31818-001-00 incorporated herein by reference and attached as Exhibit 'A'.

II. PURCHASE PRICE

(a) The Itemized purchase price, fees and costs:

Land and Improvements	$30,931.00
Doc Stamps	$217.00
Recording Fee	$18.50
Other_____	$_____
Sub-Total	$31,166.50

(b) Amount to be paid by PURCHASER to SELLER at closing including fees and costs, $31,166.50.

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) 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.

(d) Upon execution and performance of the terms set forth in this agreement by both parties, SELLER will Deed the property to the Board of Trustees of the Internal Improvement Trust Fund, Florida Department of Environmental Protection (FDEP).

IV. CLOSING DATE

(a) This transaction shall be closed and the instrument of conveyance delivered within (90) days of the date of Board of County Commissioners acceptance, 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)

LAWRENCE BRIT HALSELL
(Print or type name)

(Signature)

Helen Juliette Hendrix
(Print or type name)

PURCHASER:

Guy B. Marwick 4/2/21
(Signature) (Date)

Guy B. Marwick, Director/Secretary/Treasurer (DST)
(Print or type name)

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: JEFF GOLD, (Date)
CHAIRMAN

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

ELIZABETH ALT,
SENIOR ASSISTANT COUNTY ATTORNEY

EXHIBIT 'A'

Property ID #: 31818-001-00

Commencing at a point South 57°32'57" West 1,942.33' from the NE Corner of the SE ¼ of Section 15, Township 15 South, Range 23 East, the bearing of the East boundary of said SE ¼ being South 0°19'31" East, thence South 61°47'24" West 355.86' to the Point of Curvature of a curve concave Northwesterly along and having a radius of 2,864.78', thence Southwesterly along and with said curve through a central angle of 14°55'14" and an arc distance of 746.02' to a point on the West taking line of Eureka Pool, Cross Florida Barge Canal, thence North 23°50'20" West along said taking line, 50.88' for the Point of Beginning, thence North 23°50'20" West along said taking line, 150.00', thence South 77°56'23" West 102.15', thence South 23°50'20" East 150.00' to a point on a curve concave Northwesterly and having a radius of 2,814.78', thence Northeasterly along and with said curve through a central angle of 2°04"46" and an arc distance of 102.16' to the POB. Containing 0.35 acres, more or less.

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 the **Board of Trustees of the Internal Improvement Trust Fund of the State of Florida**, having a mailing address of Florida Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Boulevard, Mail Station 115, Tallahassee, FL 32399-3000, ("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:

SEE ATTACHED EXHIBIT 'A'

"In accordance with Chapter 270.11 F.S., party of the first part does hereby sell and release the reservation of all interest and title in all of the phosphate, minerals, metals and petroleum that are or may be in, on or under the above described land."

The above described property is subject to all reservations, covenants, conditions, restrictions and easements of record.

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: JEFF GOLD, CHAIRMAN

_____

GREGORY C. HARRELL,
CLERK OF THE COURT

EXHIBIT 'A'

Property ID #: 31818-001-00

Commencing at a point South 57°32'57" West 1,942.33' from the NE Corner of the SE ¼ of Section 15, Township 15 South, Range 23 East, the bearing of the East boundary of said SE ¼ being South 0°19'31" East, thence South 61°47'24" West 355.86' to the Point of Curvature of a curve concave Northwesterly along and having a radius of 2,864.78', thence Southwesterly along and with said curve through a central angle of 14°55'14" and an arc distance of 746.02' to a point on the West taking line of Eureka Pool, Cross Florida Barge Canal, thence North 23°50'20" West along said taking line, 50.88' for the Point of Beginning, thence North 23°50'20" West along said taking line, 150.00', thence South 77°56'23" West 102.15', thence South 23°50'20" East 150.00' to a point on a curve concave Northwesterly and having a radius of 2,814.78', thence Northeasterly along and with said curve through a central angle of 2°04"46" and an arc distance of 102.16' to the POB. Containing 0.35 acres, more or less.

RESOLUTION NO. 21 - _____

A RESOLUTION AUTHORIZING THE CONVEYANCE OF CERTAIN REAL PROPERTY TO THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA AND SETTING THE PRICE THEREOF.

WHEREAS, Florida Statute 125.38 authorizes the Board of County Commissioners of Marion County, Florida to convey real property at a private sale to the United States or any department or agency thereof or any corporation or other organization not for profit, which may be organized for the purposes of promoting community interest and welfare; and

WHEREAS, the Felburn Foundation, Inc. is such a not for profit corporation organized for the purpose of promoting community interest and welfare that has requested to purchase Parcel 31818-001-00 ("Property"), described on attached Exhibit 'A'; and

WHEREAS, the Felburn Foundation, Inc. has submitted an executed Purchase Agreement for the Property in the amount of Thirty Thousand, Nine Hundred Thirty-One Dollars and 00/100 ($30,931); and

WHEREAS, the Felburn Foundation, Inc. has requested that the purchase be for the benefit of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida ("DEP"), who is an agency of the United States; and

WHEREAS, the intended use of the Property serves the public or community interest or welfare; and

WHEREAS, the Property is not needed for County purposes; and

WHEREAS, the Board of County Commissioners of Marion County, Florida agrees to sell the Property to the Felburn Foundation, Inc. for the sum of Thirty Thousand, Nine Hundred Thirty-One Dollars and 00/100 ($30,931) and the benefit of DEP; and

WHEREAS, upon execution and performance of the terms set forth in the Purchase Agreement, Marion County will deed the Property to DEP for the purpose of promoting public or community interest and welfare as an addition to the Silver Springs State Park; and

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Marion County, Florida that the above described Property shall be sold to the Felburn Foundation, Inc. and deeded to DEP for purposes of promoting public or community interest and welfare as an addition to the Silver Springs State Park.

DULY ADOPTED in regular session this 18th day of May, 2021.

ATTEST:

MARION COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS

GREGORY C. HARRELL,
CLERK OF THE COURT

BY: JEFF GOLD, CHAIRMAN

(Date)

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

ELIZABETH ALT,
SENIOR ASSISTANT COUNTY ATTORNEY

EXHIBIT 'A'

Property ID #: 31818-001-00

Commencing at a point South 57°32'57" West 1,942.33' from the NE Corner of the SE ¼ of Section 15, Township 15 South, Range 23 East, the bearing of the East boundary of said SE ¼ being South 0°19'31" East, thence South 61°47'24" West 355.86' to the Point of Curvature of a curve concave Northwesterly along and having a radius of 2,864.78', thence Southwesterly along and with said curve through a central angle of 14°55'14" and an arc distance of 746.02' to a point on the West taking line of Eureka Pool, Cross Florida Barge Canal, thence North 23°50'20" West along said taking line, 50.88' for the Point of Beginning, thence North 23°50'20" West along said taking line, 150.00', thence South 77°56'23" West 102.15', thence South 23°50'20" East 150.00' to a point on a curve concave Northwesterly and having a radius of 2,814.78', thence Northeasterly along and with said curve through a central angle of 2°04"46" and an arc distance of 102.16' to the POB. Containing 0.35 acres, more or less.

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 Conveyance or Lease of Marion County Owned Property Pursuant to Provisions in Chapter 125.38 F.S.

Chapter 125.38 F.S. provides that the County may, under specific conditions, convey or lease property that is not needed for County purposes to the United States or any department or agency thereof; the State or any political subdivision or agency thereof; or any municipality of this State or corporation or other organization not for profit which may be organized for the purposes of promoting community interest and welfare. Chapter 125.38 F.S. provides that if the County does convey or lease specific property at private sale to a qualified entity, the Board of County Commissioners may fix the purchase price.

1. APPLICANT INFORMATION:

Applicant: Felburn Foundation, Inc., a Virginia Not for Profit Corporation Date: 3-29-2021
Address: 1515 East Silver Springs Blvd., Suite 102
City: Ocala State: FL Zip Code: 34470
Agent / Contact: Guy B. Marwick, Director / Secretary / Treasurer (DST)
Phone Number: 352-625-2692 Fax Number: _____
Cell Number: 352-454-2161 E-mail: the_felburn_foundation@yahoo.com

Attach documentation, which establishes applicant as a qualified entity to request conveyance or lease of land under provisions of Chapter 125.38 F.S. Also, attach authorization for agent to act on behalf of applicant.

Is applicant requesting lease or conveyance of property?

_____ Lease X Conveyance

Applicant requests (check one only):

X To purchase property at the Marion County Property Appraiser's 2020 Assessed Value

_____ To purchase property at a reduced value

_____ For donation of property

_____ To lease property

Has the applicant previously requested or obtained property under the provisions of Chapter 125.38 F.S.?

Yes _____ No X

If yes, please identify the location and intended and/or current use of property:

N/A

2. PROPERTY INFORMATION:

Parcel Number(s): 31818-001-00
Parcel Size: 0.35 Sec/Twp/Range: 15 / 15 / 23
Subdivision Name: _____ Unit/Block/Lot: _____ / _____ / _____
Plat Book _____ Page _____

Attach a plat or 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.marioncountyfl.org/interactivemap/

3. PROPOSED USE OF PROPERTY:

Describe the proposed use of the requested property and specify how this use serves the purpose of providing a public benefit and/or promotes public or community interest and welfare (attach additional sheets if needed): The Felburn Foundation, Inc. is requesting to purchase this property for the benefit of and conditioned upon acceptance by the Florida Department of Environmental Protection - Division of State Lands (FDEP) at the Marion County Property Appraiser's 2020 Assessed Value of $30,931. Further requested is that upon approval, Marion County will Deed the property to FDEP. The property will then be used/managed by the Florida Division of Recreation and Parks as an addition to the Silver Springs State Park and the residence may be used to house staff member(s).

FLORIDA DEPARTMENT OF Environmental Protection

Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, FL 32399

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Noah Valenstein
Secretary

March 25, 2021

Felburn Foundation
Guy Marwick
Ocala, FL

RE: Sharpe's Ferry Bridge Tender House Acquisition

Dear Mr. Marwick,

Thank you for the Foundation's interest in acquiring the Sharpe's Ferry Bridge Tender House (Parcel ID 31818-001-00) located at 9605 SE Highway 314 adjacent to Silver Springs State Park. This property would add value to the park by providing additional security along the southern boundary.

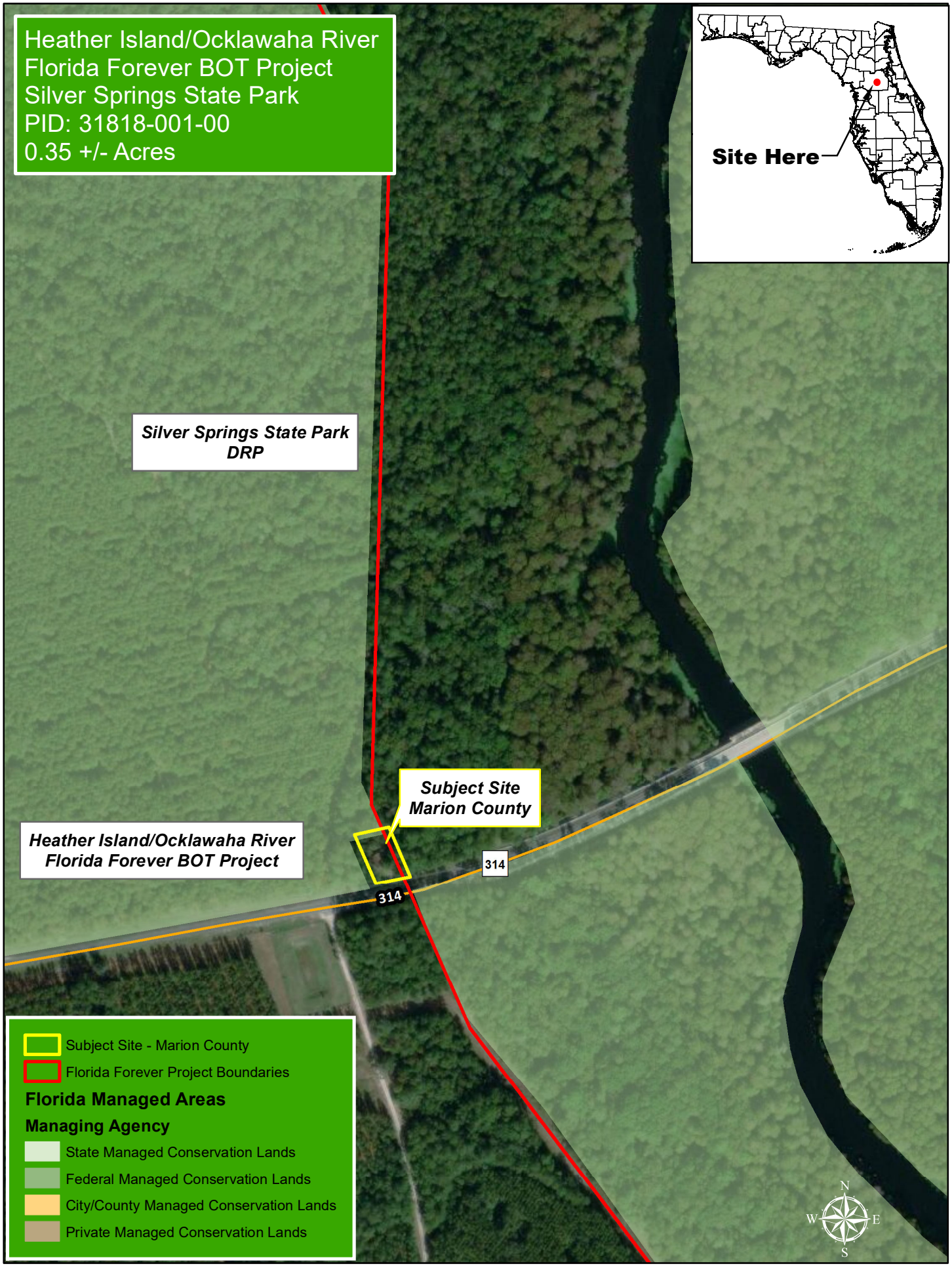
Upon successful acquisition, it is understood that the Foundation would convey the property to the State of Florida to be managed as part of Silver Springs State Park.

This letter serves as confirmation of support by the Division of Recreation and Parks to pursue this acquisition. Should you have any questions, please feel free to contact me at 850-245-3084.

Sincerely,

Steve Cutshaw, Chief
Office of Park Planning
Division of Recreation and Parks

Cc: Eric Draper, Director
Larry Fooks, District 3 Chief of Parks
Sally Lieb, Park Manager


Heather Island/Ocklawaha River
Florida Forever BOT Project
Silver Springs State Park
PID: 31818-001-00
0.35 +/- Acres
Site Here
Silver Springs State Park
DRP
Subject Site
Marion County
Heather Island/Ocklawaha River
Florida Forever BOT Project
314
314
Subject Site - Marion County
Florida Forever Project Boundaries
Florida Managed Areas
Managing Agency
State Managed Conservation Lands
Federal Managed Conservation Lands
City/County Managed Conservation Lands
Private Managed Conservation Lands
N
W
E
S

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-2881 **Agenda Date:** 5/18/2021 **Agenda No.:** 7.10.3.

SUBJECT:
Request Approval to Declare Tract 'G' Lying Adjacent to Parcel 35770-055015 as Surplus and Authorize Staff to Proceed with the Sale (Budget Impact - Revenue of $90)

INITIATOR:
Tracy Straub, P.E. County Engineer

DEPARTMENT:
Office of the County Engineer

DESCRIPTION/BACKGROUND:
This is a request to declare Tract 'G' located in Palm Cay, Plat Book Y, Page 49-52 lying adjacent to Parcel 35770-055015 as surplus and authorize the sale between Marion County and PC 200-3, LLC in the amount of $90.26 plus closing costs. Tract 'G' is a one foot (1') strip that was deeded to Marion County in association with the development of the above mentioned plat in order to help control access until the adjacent property is divided or developed. This tract is not needed for public purpose and Staff recommends approval of this sale.

BUDGET/IMPACT:
Sale of Surplus Land - AA00364 - 364022 - $90.26

RECOMMENDED ACTION:
Motion to approve the request to declare Tract 'G' lying adjacent to Parcel 35770-055015 as surplus, authorize staff to proceed with the sale, and authorize the Chair and Clerk to execute the documents.

LEGAL REQUEST MEMORANDUM (LRM)

To: ☐ Matthew Minter, County Attorney ☐ Dana E. Olesky, Chief Asst County Attorney ☑ Elizabeth Alt, Sr Asst County Attorney ☐ Russell Ward, Asst County Attorney ☐ William Harris, Asst County Attorney

From: (Name) Hubbuck (Last) Shawn (First) (Dept) Office of the County Engineer - 4121

(Title) Right of Way Manager (Phone) (352) 671-8699

Signature _____ Date Friday, April 16, 2021

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 a portion of Tract 'G', located in Palm Cay, Plat Book Y, Page 49-52 lying adjacent to Parcel # 35770-055015, as surplus and approve a Sale & Purchase Agreement together with a Statute 125 Deed between Marion County and PC 200-3, LLC in the amount of $90.26 plus closing costs. This tract is a 1' strip that was deeded to Marion County in association with the development of the above mentioned plat. The Land Development Code required these "1' nuisance strips" for undeveloped adjacent land to help control future access ensuring land owners would submit proper documentation before dividing or developing. This portion of Tract 'G' is not needed for public purposes, therefore Staff recommends approval of this bid. Please see the attached e-mail with Legal's recommendation/determination of how to proceed with the disposition of this tract.

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

(Name) Luciano (Last) Ashley (First) (Title) Staff Assistant III (Phone) 671-8669

COMPLETION IS REQUESTED BY: *(specific date)* Friday, April 23, 2021

Please allow for a MINIMUM of five (5) working days from receipt of LRM:

Agenda Item? ☑ Yes ☐ No

Agenda Deadline Date: Tuesday, May 4, 2021 Agenda Date: Tuesday, May 18, 2021

LRM No. 2021-290 DO NOT COMPLETE - Office of the County Attorney use ONLY

Outcome: Approved as to form.

Date Received:

Marion County Attorney
APR 16 2021
RECEIVED

Attorney Signature: _____ Date 4-19-2021

Staff Signature: _____ (Completed) Returned: ☑ Department ☐ Admin ☐ Procurement

4/19/2021

This instrument prepared by:
Office of the County Engineer
412 SE 25th Avenue, Bldg 1
Ocala, FL. 34471

March 3, 2021

Return to:
Office of the County Engineer
412 SE 25th Avenue, Bldg 1
Ocala, FL. 34471

Property Appraiser PID No.: N/A

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 **PC 200-3, LLC,** having a mailing address of 2441 NE 3rd Street, Suite #201, Ocala, FL 34470, 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 and described on the attached Exhibit 'A'.

II. PURCHASE PRICE

(a) The Itemized purchase price, fees and costs:

Land and Improvements	$ 90.26
Doc Stamps	$ .70
Recording Fee	$ 10.00
Other_____	$_____
Sub-Total	$ 100.96

(b) Amount to be paid by PURCHASER to SELLER at closing including fees and costs, $ 100.96 .

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. The subject property 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. 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 ninety (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:

Patty Karney
(Signature)

Patty Karney
(Print or type name)

Faith Gibbs
(Signature)

Faith Gibbs
(Print or type name)

PURCHASER:

(Signature)

Todd Rudnianyn, Manager
(Print or type name)

3/11/2021
(Date)

ATTEST:

GREGORY C. HARRELL,
CLERK OF THE COURT

FOR USE AND RELIANCE OF
MARION COUNTY ONLY, APPROVED
AS TO FORM AND LEGAL SUFFICIENCY:

ELIZABETH ALT
SENIOR ASSISTANT COUNTY ATTORNEY

SELLER:
MARION COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS

BY: JEFF GOLD, CHAIRMAN

(Date)

EXHIBIT ‘A’

Tract ‘G’, located in Palm Cay, Plat Book Y, Page 49-52
lying adjacent to Parcel ID #35770-055015

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 **PC 200-3, LLC**, having a mailing address of 2441 NE 3rd Street, Suite #201, Ocala, FL 34470, ("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:

Tract 'G', located in Palm Cay, Plat Book Y, Page 49-52
lying adjacent to Parcel ID #35770-055015

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: JEFF GOLD, CHAIRMAN

_____
GREGORY C. HARRELL,
CLERK OF THE COURT

5.50
5.50

BK1386 PG0415

WARRANTY DEED

THIS WARRANTY DEED made and executed this 24 day of October, 1986, by **International Associates Development** Corp. a corporation existing under the laws of Florida, hereinafter called the "Grantor" to **Marion County**, a political subdivision of the State of Florida, hereinafter call the "Grantee":

W I T N E S S E T H :

That the Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other value considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate in Marion County, Florida, more particularly described as follows:

Tracts "G", "H" and "I", as shown on the plat of Palm Cay, a recorded subdivision, as per plat thereof recorded in Plat Book 4, Pages 49-52, public records of Marion County.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and To Hold, the same in fee simple forever, subject to the following conditions:

1. All liens, judgments, mortgages or encumbrances of any nature whatsoever, appearing of record or in any way arising prior to the date first above given.

2. In the event that Grantor, or Grantor's successor in title, develops land adjacent to the land herein conveyed, said land being developed according to all applicable County rules and regulations, and should the County nevertheless deny Grantor or Grantor's successsor in interest access to that roadway identified as Southwest 106th Place in the Plat of Palm Cay, as per plat thereof recorded in Plat Book 4, Pages 49-52, the land conveyed herein shall revert to Grantor. and 106th Place pmr

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

INTERNATIONAL ASSOCIATES DEVELOPMENT CORP.

Signed, sealed and delivered in the presence of:

BY: _____
Peter M. Lenhardt, President

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT OF REVENUE
P.O. NOV 14'86
$ 0.0.50

STATE OF FLORIDA

COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments personally appeared Peter M. Lenhardt well known to me to be the President of the corporation named as Grantor in the foregoing deed, and that he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 24 day of October, 1986.

Notary Public
State of Florida
My commission expires:

This Instrument prepared by:
Tim Haines
125 N. E. First Avenue, Ste.1
Ocala, Florida 32670

Ret. To:
LAURENCE D. LEFFLER
COUNTY ENGINEERING ADMINISTRATOR
3230-D S. E. MARICAMP ROAD
OCALA, FLORIDA 32671

86-065866

RECORDED AND RECORD VERIFIED
MARION COUNTY FL
1986 NOV 14 AM 10:02

5.50
5.50

QUIT-CLAIM DEED

RAMCO FORM 8

BK1386 PG0416

This Quit-Claim Deed, Executed this 27th day of October, A. D. 1986, by

VENTURE ASSOCIATES CORPORATION, a Florida corporation,

first party, to

MARION COUNTY, a political subdivision of the State of Florida,

whose postoffice address is

111 S.E. 25th AVE, OCALA, Fl. 32671

second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the said first party, for and in consideration of the sum of $ 10.00--------, in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Marion State of Florida, to-wit:

Tracts "G", "H", and "I", as shown on the plat of Palm Cay, a recorded subdivision, as per plat thereof recorded in Plat Book Y, Pages 49-52 public records of Marion County, Florida.

Rec. To: LAWRENCE D. LETELLIER COUNTY ENGINEERING ADMINISTRATOR 3230-D S. E. MARICAMP ROAD OCALA, FLORIDA 32671

RECORDED AND RECORD VERIFIED MARION COUNTY, FL 1986 NOV 14 AM 10:02

STATE OF FLORIDA DOCUMENTARY STAMP TAX DEPT. OF REVENUE P.B. 11458 NOV 14 '86 00.50

MARION COUNTY 1 6 1 9 6 4

Frances E. Higgins BY Nancy J. Hough DC 86-065867

To Have and to Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

In Witness Whereof, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

VENTURE ASSOCIATES CORPORATION

Arthur F. Tait, Jr. L.S.

Vice President L.S.

STATE OF FLORIDA,
COUNTY OF

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

Arthur F. Tait, Jr., as Vice President of Venture Associates Corporation

to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same

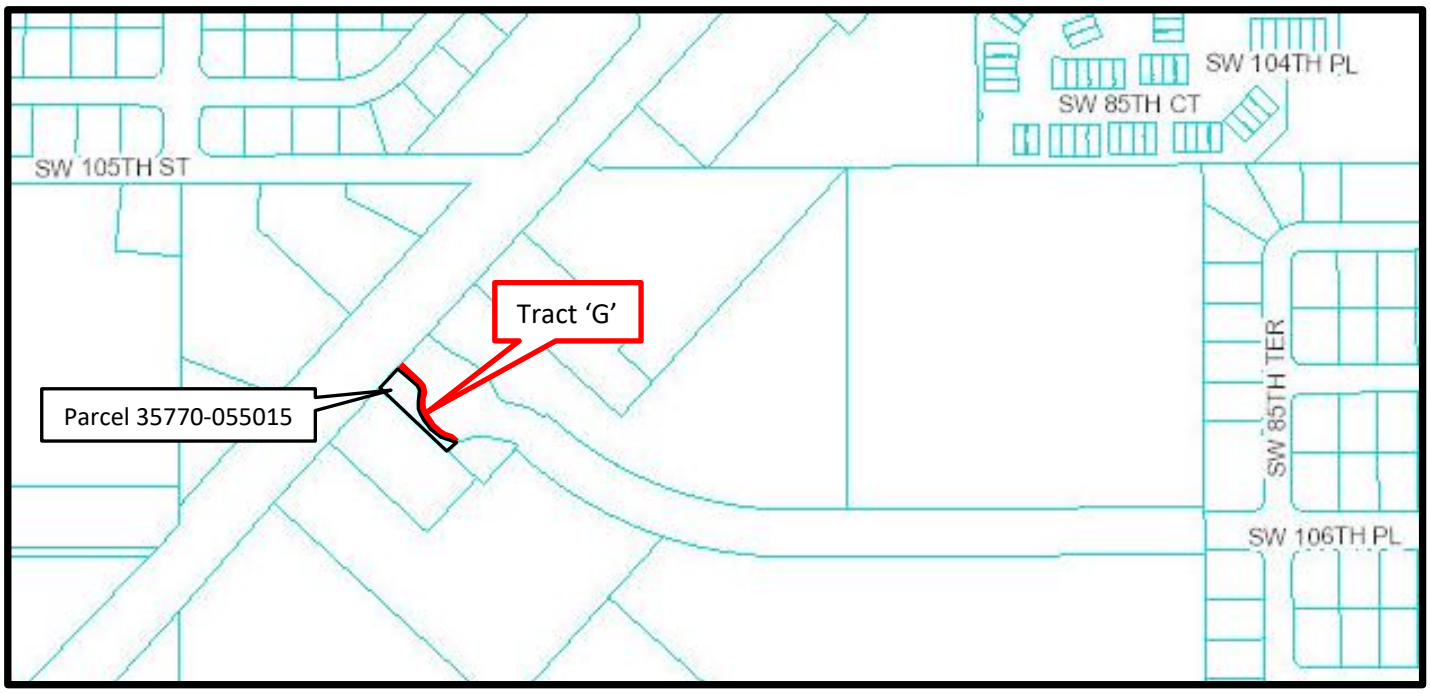
WITNESS my hand and official seal in the County and State last aforesaid this 27th day of October A. D 1986

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE MY COMMISSION EXPIRES SEPT 30, 1990

This Instrument prepared by: Tim Haines
Address 125 N. E. First Avenue, Suite 1
Ocala, Florida 32670

LOCATION MAP

Tract ‘G’
(1’ Strip)
Lying adjacent to Parcel 35770-055015
Located in Palm Cay
Plat Book Y Page 49-52





Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-2933 **Agenda Date:** 5/18/2021 **Agenda No.:** 7.10.4.

SUBJECT:
Request Approval to Declare a Portion of Tract 'H' Lying Adjacent to Parcel 35770-055020 as Surplus and Authorize Staff to Proceed with the Sale (Budget Impact - Revenue of $428)

INITIATOR:
Tracy Straub, P.E. County Engineer

DEPARTMENT:
Office of the County Engineer

DESCRIPTION/BACKGROUND:
This is a request to declare a portion of Tract 'H' located in Palm Cay, Plat Book Y, Page 49-52 lying adjacent to Parcel 35770-055020 as surplus and authorize the sale between Marion County and PC 200-1, LLC in the amount of $427.78 plus closing costs. Tract 'H' is a one foot (1') strip that was deeded to Marion County in association with the development of the above mentioned plat in order to help control access until the adjacent property is divided or developed. This tract is not needed for public purpose and Staff recommends approval of this sale.

BUDGET/IMPACT:
Sale of Surplus Land - AA00364 - 364022 - $427.78

RECOMMENDED ACTION:
Motion to approve the request to declare a portion of Tract 'H' lying adjacent to Parcel 35770-055020 as surplus, authorize staff to proceed with the sale, and authorize the Chair and Clerk to execute the documents.

LEGAL REQUEST MEMORANDUM (LRM)

To: ☐ Matthew Minter, County Attorney ☐ Dana E. Olesky, Chief Asst County Attorney ☑ Elizabeth Alt, Sr Asst County Attorney ☐ Russell Ward, Asst County Attorney ☐ William Harris, Asst County Attorney

From: (Name) Hubbuck (Last) Shawn (First) (Dept) Office of the County Engineer - 4121

(Title) Right of Way Manager (Phone) (352) 671-8699

Signature _____ Date Friday, April 16, 2021

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 request to declare a portion of Tract 'H', located in Palm Cay, Plat Book Y, Page 49-52 lying adjacent to Parcel # 35770-055020, as surplus and approve a Sale & Purchase Agreement together with a Statute 125 Deed between Marion County and PC 200-1, LLC in the amount of $427.78 plus closing costs. This tract is a 1' strip that was deeded to Marion County in association with the development of the above mentioned plat. The Land Development Code required these "1' nuisance strips" for undeveloped adjacent land to help control future access ensuring land owners would submit proper documentation before dividing or developing. This portion of Tract 'G' is not needed for public purposes, therefore Staff recommends approval of this bid. Please see the attached e-mail with Legal's recommendation/determination of how to proceed with the disposition of this tract.

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

(Name) Luciano (Last) Ashley (First) (Title) Staff Assistant III (Phone) 671-8669

COMPLETION IS REQUESTED BY: *(specific date)* Friday, April 23, 2021

Please allow for a MINIMUM of five (5) working days from receipt of LRM:

Agenda Item? ☑ Yes ☐ No

Agenda Deadline Date: Tuesday, May 4, 2021 Agenda Date: Tuesday, May 18, 2021

LRM No. 2021-29 DO NOT COMPLETE - Office of the County Attorney use ONLY

Outcome:

Approved as to form.

Date Received:

Marion County Attorney
APR 16 2021
RECEIVED

Attorney Signature: _____ Date 4-19-2021

Staff Signature: _____ (Completed) Returned: ☑ Department ☐ Admin ☐ Procurement

4/19/2021

This instrument prepared by:
Office of the County Engineer
412 SE 25th Avenue, Bldg 1
Ocala, FL. 34471

March 3, 2021

Return to:
Office of the County Engineer
412 SE 25th Avenue, Bldg 1
Ocala, FL. 34471

Property Appraiser PID No.: N/A

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 **PC 200-1, LLC**, having a mailing address of 2441 NE 3rd Street, Suite #201, Ocala, FL 34470, 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 and described on the attached as Exhibit 'A'.

II. PURCHASE PRICE

(a) The Itemized purchase price, fees and costs:

Land and Improvements	$ 427.78
Doc Stamps	$ 3.50
Recording Fee	$ 10.00
Other_____	$_____
Sub-Total	$ 441.28

(b) Amount to be paid by PURCHASER to SELLER at closing including fees and costs, $ 441.28 .

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. The subject property 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. 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 ninety (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:

Patty Karney
(Signature)

Patty Karney
(Print or type name)

Faith Gibbs
(Signature)

Faith Gibbs
(Print or type name)

PURCHASER:

(Signature)

Todd Rudnianyn, Manager
(Print or type name)

3/17/2021
(Date)

ATTEST:

GREGORY C. HARRELL,
CLERK OF THE COURT

FOR USE AND RELIANCE OF
MARION COUNTY ONLY, APPROVED
AS TO FORM AND LEGAL SUFFICIENCY:

ELIZABETH ALT,
SENIOR ASSISTANT COUNTY ATTORNEY

SELLER:
MARION COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS

BY: JEFF GOLD, CHAIRMAN

(Date)

EXHIBIT 'A'

That portion of Tract 'H', located in Palm Cay, Plat Book Y, Page 49-52
lying adjacent to Parcel ID #35770-055020

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 **PC 200-1, LLC**, having a mailing address of 2441 NE 3rd Street, Suite #201, Ocala, FL 34470, ("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:

That portion of Tract 'H', located in Palm Cay, Plat Book Y, Page 49-52
lying adjacent to Parcel ID #35770-055020

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: JEFF GOLD, CHAIRMAN

_____
GREGORY C. HARRELL,
CLERK OF THE COURT

5.50
5.50

BK1386 PG0415

WARRANTY DEED

THIS WARRANTY DEED made and executed this 24 day of October, 1986, by **International Associates Development** Corp. a corporation existing under the laws of Florida, hereinafter called the "Grantor" to **Marion County**, a political subdivision of the State of Florida, hereinafter call the "Grantee":

W I T N E S S E T H :

That the Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other value considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate in Marion County, Florida, more particularly described as follows:

Tracts "G", "H" and "I", as shown on the plat of Palm Cay, a recorded subdivision, as per plat thereof recorded in Plat Book 4, Pages 49-52, public records of Marion County.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and To Hold, the same in fee simple forever, subject to the following conditions:

1. All liens, judgments, mortgages or encumbrances of any nature whatsoever, appearing of record or in any way arising prior to the date first above given.

2. In the event that Grantor, or Grantor's successor in title, develops land adjacent to the land herein conveyed, said land being developed according to all applicable County rules and regulations, and should the County nevertheless deny Grantor or Grantor's successsor in interest access to that roadway identified as Southwest 106th Place in the Plat of Palm Cay, as per plat thereof recorded in Plat Book 4, Pages 49-52, the land conveyed herein shall revert to Grantor. and 106th Place pmr

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

INTERNATIONAL ASSOCIATES DEVELOPMENT CORP.

Signed, sealed and delivered in the presence of:

BY: _____
Peter M. Lenhardt, President

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT OF REVENUE
P.O. NOV 14'86
$ 0.0.50

STATE OF FLORIDA

COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments personally appeared Peter M. Lenhardt well known to me to be the President of the corporation named as Grantor in the foregoing deed, and that he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 24 day of October, 1986.

Notary Public
State of Florida
My commission expires:

This Instrument prepared by:
Tim Haines
125 N. E. First Avenue, Ste.1
Ocala, Florida 32670

Ret. To:
LAURENCE D. LEFFLER
COUNTY ENGINEERING ADMINISTRATOR
3230-D S. E. MARICAMP ROAD
OCALA, FLORIDA 32671

86-065866

RECORDED AND RECORD VERIFIED
MARION COUNTY FL
1986 NOV 14 AM 10:02

5.50
5.50

QUIT-CLAIM DEED

RAMCO FORM 8

BK1386 PG0416

This Quit-Claim Deed, Executed this 27th day of October, A. D. 1986, by

VENTURE ASSOCIATES CORPORATION, a Florida corporation,

first party, to

MARION COUNTY, a political subdivision of the State of Florida,

whose postoffice address is

111 S.E. 25th AVE, OCALA, Fl. 32671

second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the said first party, for and in consideration of the sum of $ 10.00-------- , in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Marion State of Florida, to-wit:

Tracts "G", "H", and "I", as shown on the plat of Palm Cay, a recorded subdivision, as per plat thereof recorded in Plat Book Y, Pages 49-52 public records of Marion County, Florida.

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
P.B. 11458 NOV 14 '86 00.50

RECORDED AND RECORD VERIFIED MARION COUNTY, FL
1986 NOV 14 AM 10:02

Rec. To: LAWRENCE D. LETELLIER COUNTY ENGINEERING ADMINISTRATOR 3230-D S. E. MARICAMP ROAD OCALA, FLORIDA 32671

Frances E. Rippin BY Nancy J. Hough DC 86-065867

To Have and to Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

In Witness Whereof, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

VENTURE ASSOCIATES CORPORATION

Arthur F. Tait, Jr. L.S.
Vice President L.S.

STATE OF FLORIDA,
COUNTY OF

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

Arthur F. Tait, Jr., as Vice President of Venture Associates Corporation

to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same

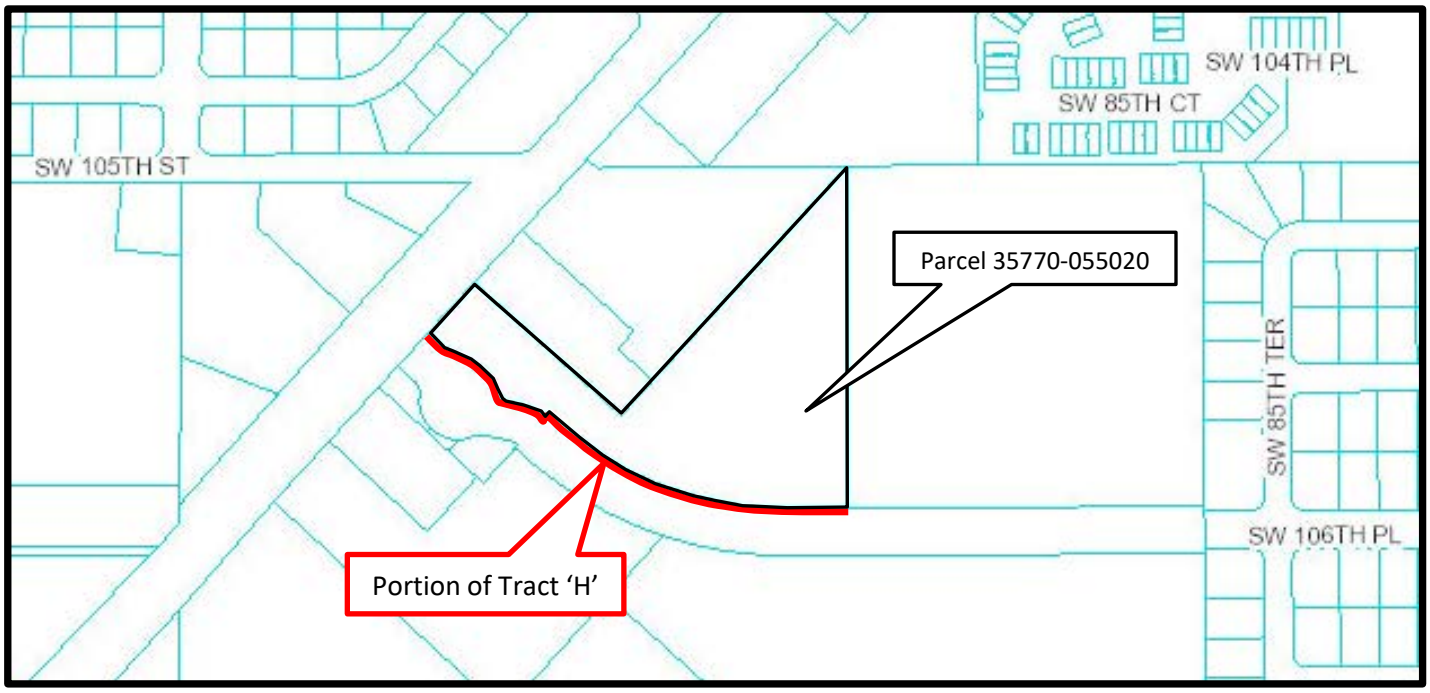
WITNESS my hand and official seal in the County and State last aforesaid this 27th day of October A. D 1986

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT 30, 1989

This Instrument prepared by: Tim Haines
Address 125 N. E. First Avenue, Suite 1
Ocala, Florida 32670

LOCATION MAP

A portion of Tract 'H'
(1' Strip)
Lying adjacent to Parcel 35770-055020
Located in Palm Cay
Plat Book Y Page 49-52





Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-2935 **Agenda Date:** 5/18/2021 **Agenda No.:** 7.10.5.

SUBJECT:
Request Approval to Declare a Portion of Tract 'H' & 'I' Lying Adjacent to Parcel 35770-055-20 and Parcel 35770-055-21 as Surplus and Authorize Staff to Proceed with the Sale (Budget Impact - Revenue of $744)

INITIATOR:
Tracy Straub, P.E. County Engineer

DEPARTMENT:
Office of the County Engineer

DESCRIPTION/BACKGROUND:
This is a request to declare a portion of Tract 'H' & 'I' located in Palm Cay, Plat Book Y, Page 49-52 lying adjacent to Parcel 35770-055-20 and parcel 35770-055-21 as surplus and authorize the sale between Marion County and PC 200-2, LLC in the amount of $743.90 plus closing costs. Tract 'H' & 'I' are one foot (1') strips that was deeded to Marion County in association with the development of the above mentioned plat in order to help control access until the adjacent property is divided or developed. These tracts are not needed for public purpose and Staff recommends approval of this sale.

BUDGET/IMPACT:
Sale of Surplus Land - AA00364 - 364022 - $743.90

RECOMMENDED ACTION:
Motion to approve the request to declare a portion of Tract 'H' & 'I' lying adjacent to Parcel 35770-055 -20 and Parcel 35770-055-21 as surplus, authorize staff to proceed with the sale, and authorize the Chair and Clerk to execute the documents.

LEGAL REQUEST MEMORANDUM (LRM)

To: ☐ Matthew Minter, County Attorney ☐ Dana E. Olesky, Chief Asst County Attorney ☑ Elizabeth Alt, Sr Asst County Attorney ☐ Russell Ward, Asst County Attorney ☐ William Harris, Asst County Attorney

From: (Name) Hubbuck (Last) Shawn (First) (Dept) Office of the County Engineer - 4121

(Title) Right of Way Manager (Phone) (352) 671-8699

Signature _____ Date Friday, April 16, 2021

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 request to declare a portion of Tract 'H' & 'I', located in Palm Cay, Plat Book Y, Page 49-52 lying adjacent to Parcel #35770-055-20 and #35770-055-21, as surplus and approve a Sale & Purchase Agreement together with a Statute 125 Deed between Marion County and PC 200-2, LLC in the amount of $743.90 plus closing costs. This tract is a 1' strip that was deeded to Marion County in association with the development of the above mentioned plat. The Land Development Code required these "1' nuisance strips" for undeveloped adjacent land to help control future access ensuring land owners would submit proper documentation before dividing or developing. This portion of Tract 'G' is not needed for public purposes, therefore Staff recommends approval of this bid. Please see the attached e-mail with Legal's recommendation/determination of how to proceed with the disposition of this tract.

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

(Name) Luciano (Last) Ashley (First) (Title) Staff Assistant III (Phone) 671-8669

COMPLETION IS REQUESTED BY: *(specific date)* Friday, April 23, 2021

Please allow for a MINIMUM of five (5) working days from receipt of LRM:

Agenda Item? ☑ Yes ☐ No

Agenda Deadline Date: Tuesday, May 4, 2021 Agenda Date: Tuesday, May 18, 2021

LRM No. 2021-292 DO NOT COMPLETE - Office of the County Attorney use ONLY

Outcome:

Approved as to form.

Date Received:

Marion County Attorney
APR 16 2021
RECEIVED

Attorney Signature: _____ Date 4-19-2021

Staff Signature: _____ (Completed) Returned: ☐ Department ☐ Admin ☐ Procurement

4/19/2021

This instrument prepared by:
Office of the County Engineer
412 SE 25th Avenue, Bldg 1
Ocala, FL. 34471

March 3, 2021

Return to:
Office of the County Engineer
412 SE 25th Avenue, Bldg 1
Ocala, FL. 34471

Property Appraiser PID No.: N/A

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 **PC 200-2, LLC**, having a mailing address of 2441 NE 3rd Street, Suite #201, Ocala, FL 34470, 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 and described on the attached as Exhibit 'A'.

II. PURCHASE PRICE

(a) The Itemized purchase price, fees and costs:

Land and Improvements	$ 743.90
Doc Stamps	$ 5.60
Recording Fee	$ 10.00
Other_____	$_____
Sub-Total	$ 759.50

(b) Amount to be paid by PURCHASER to SELLER at closing including fees and costs, $ 759.50 .

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. The subject property 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. 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 ninety (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:

Patty Karney
(Signature)

Patty Karney
(Print or type name)

Faith Gibbs
(Signature)

Faith Gibbs
(Print or type name)

PURCHASER:

(Signature)

Todd Rudnianyn, Manager
(Print or type name)

3/17/2021
(Date)

ATTEST:

GREGORY C. HARRELL,
CLERK OF THE COURT

FOR USE AND RELIANCE OF
MARION ~~COUNTY~~ ONLY, APPROVED
AS TO FORM AND LEGAL SUFFICIENCY:

ELIZABETH ALT,
SENIOR ASSISTANT COUNTY ATTORNEY

SELLER:
MARION COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS

BY: JEFF GOLD, CHAIRMAN

(Date)

EXHIBIT 'A'

That portion of Tract 'H' & 'I', located in Palm Cay, Plat Book Y, Page 49-52
lying adjacent to Parcel ID #35770-055-20 and 35770-055-21

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 **PC 200-2, LLC**, having a mailing address of 2441 NE 3rd Street, Suite #201, Ocala, FL 34470, ("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:

That portion of Tract 'H' & 'I', located in Palm Cay, Plat Book Y, Page 49-52
lying adjacent to Parcel ID #35770-055-20 and 35770-055-21

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: JEFF GOLD, CHAIRMAN

_____
GREGORY C. HARRELL,
CLERK OF THE COURT

5.50
5.50

BK1386 PG0415

WARRANTY DEED

THIS WARRANTY DEED made and executed this 24 day of October, 1986, by **International Associates Development Corp.** a corporation existing under the laws of Florida, hereinafter called the "Grantor" to **Marion County**, a political subdivision of the State of Florida, hereinafter call the "Grantee":

W I T N E S S E T H :

That the Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other value considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate in Marion County, Florida, more particularly described as follows:

Ret. To:
LAURENCE D. LEFFLER
COUNTY ENGINEERING ADMINISTRATOR
3230-D S. E. MARICAMP ROAD
OCALA, FLORIDA 32671

Tracts "G", "H" and "I", as shown on the plat of Palm Cay, a recorded subdivision, as per plat thereof recorded in Plat Book 4, Pages 49-52, public records of Marion County.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and To Hold, the same in fee simple forever, subject to the following conditions:

1. All liens, judgments, mortgages or encumbrances of any nature whatsoever, appearing of record or in any way arising prior to the date first above given.

2. In the event that Grantor, or Grantor's successor in title, develops land adjacent to the land herein conveyed, said land being developed according to all applicable County rules and regulations, and should the County nevertheless deny Grantor or Grantor's successsor in interest access to that roadway identified as Southwest 106th Place in the Plat of Palm Cay, as per plat thereof recorded in Plat Book 4, Pages 49-52, the land conveyed herein shall revert to Grantor. and 106th Place pmr

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

INTERNATIONAL ASSOCIATES DEVELOPMENT CORP.

Signed, sealed and delivered in the presence of:

BY: _____
Peter M. Lenhardt, President

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT OF REVENUE
P.O. NOV 14'86
$ 0.0.50

STATE OF FLORIDA

COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments personally appeared Peter M. Lenhardt well known to me to be the President of the corporation named as Grantor in the foregoing deed, and that he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 24 day of October, 1986.

Notary Public
State of Florida
My commission expires:

This Instrument prepared by:
Tim Haines
125 N. E. First Avenue, Ste.1
Ocala, Florida 32670

86-065866

RECORDED AND RECORD VERIFIED
MARION COUNTY FL
1986 NOV 14 AM 10:02

5'
50
5.50

QUIT-CLAIM DEED

RAMCO FORM 8

BK1386 PG0416

This Quit-Claim Deed, Executed this 27th day of October, A. D. 1986, by

VENTURE ASSOCIATES CORPORATION, a Florida corporation,

first party, to

MARION COUNTY, a political subdivision of the State of Florida,

whose postoffice address is

111 S.E. 25th AVE, OCALA, Fl. 32671

second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the said first party, for and in consideration of the sum of $ 10.00--------, in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Marion State of Florida, to-wit:

Tracts "G", "H", and "I", as shown on the plat of Palm Cay, a recorded subdivision, as per plat thereof recorded in Plat Book Y, Pages 49-52 public records of Marion County, Florida.

Rec. To: LAWRENCE D. LETELLIER COUNTY ENGINEERING ADMINISTRATOR 3230-D S. E. MARICAMP ROAD OCALA, FLORIDA 32671

RECORDED AND RECORD VERIFIED MARION COUNTY, FL 1986 NOV 14 AM 10:02

STATE OF FLORIDA DOCUMENTARY STAMP TAX DEPT. OF REVENUE P.B. 11458 NOV 14 '86 00.50

BY Francis E. Thippin Nancy J. Hough DC 86-065867

To Have and to Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

In Witness Whereof, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

VENTURE ASSOCIATES CORPORATION

Arthur F. Tait, Jr. L.S.

Arthur F. Tait, Jr.
Vice President L.S.

STATE OF FLORIDA,
COUNTY OF

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

Arthur F. Tait, Jr., as Vice President of Venture Associates Corporation

to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same

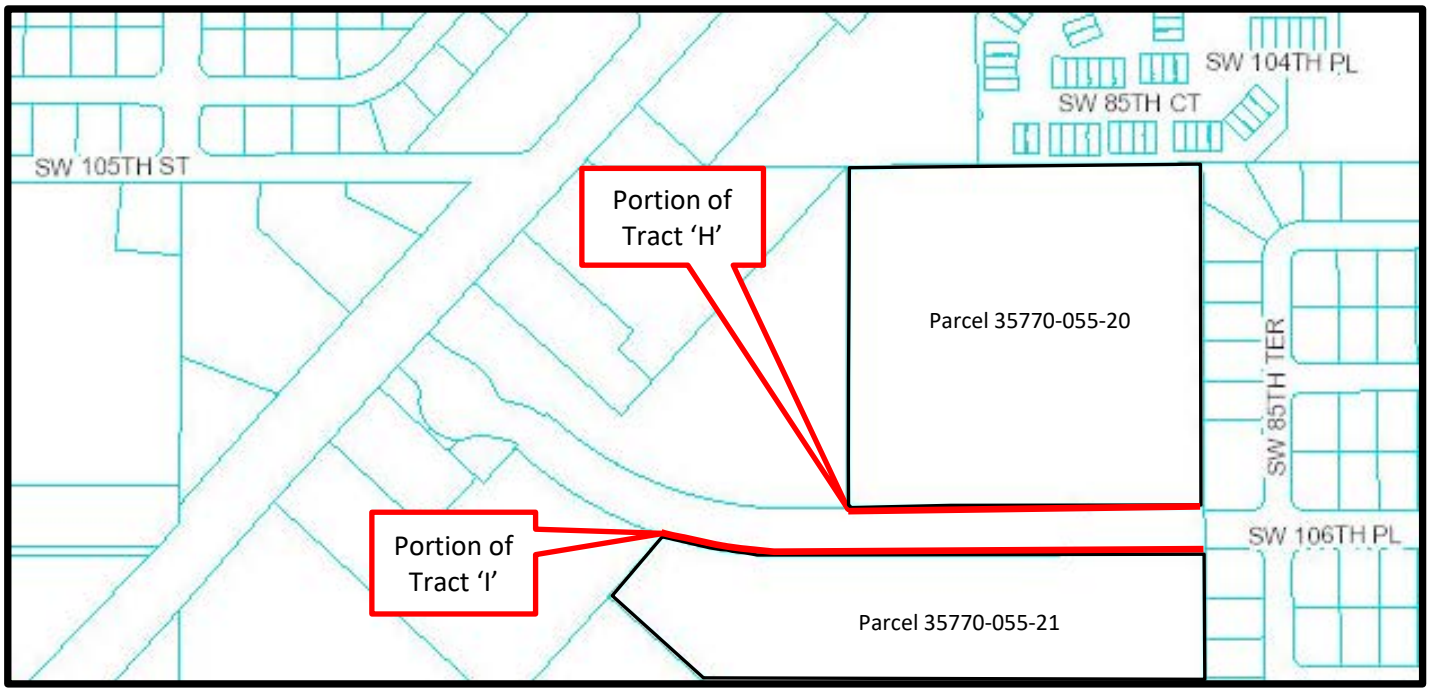
WITNESS my hand and official seal in the County and State last aforesaid this 27th day of October A. D 1986

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE MY COMMISSION EXPIRES SEPT 30, 1990

This Instrument prepared by: Tim Haines
Address 125 N. E. First Avenue, Suite 1
Ocala, Florida 32670

LOCATION MAP

Portions of Tract ‘H’ & ‘I’
(1’ Strips)
Lying adjacent to Parcel 35770-055-20 & 35770-055-21
Located in Palm Cay
Plat Book Y Page 49-52





Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-2938 **Agenda Date:** 5/18/2021 **Agenda No.:** 7.10.6.

SUBJECT:
Request Approval to Declare a Portion of Tract 'I' Lying Adjacent to Parcel 35770-055021 as Surplus and Authorize Staff to Proceed with the Sale (Budget Impact - Revenue of $147)

INITIATOR:
Tracy Straub, P.E. County Engineer

DEPARTMENT:
Office of the County Engineer

DESCRIPTION/BACKGROUND:
This is a request to declare a portion of Tract 'I' located in Palm Cay, Plat Book Y, Page 49-52 lying adjacent to Parcel 35770-055021 as surplus and authorize the sale between Marion County and NSC 26 HWY 200, LLC in the amount of $146.92 plus closing costs. Tract 'I' is a one foot (1') strip that was deeded to Marion County in association with the development of the above mentioned plat in order to help control access until the adjacent property is divided or developed. This tract is not needed for public purpose and Staff recommends approval of this sale.

BUDGET/IMPACT:
Sale of Surplus Land - AA00364 - 364022 - $146.92

RECOMMENDED ACTION:
Motion to approve the request to declare a portion of Tract 'I' lying adjacent to Parcel 35770-055021 as surplus, authorize staff to proceed with the sale, and authorize the Chair and Clerk to execute the documents.

LEGAL REQUEST MEMORANDUM (LRM)

To: ☐ Matthew Minter, County Attorney ☐ Dana E. Olesky, Chief Asst County Attorney ☑ Elizabeth Alt, Sr Asst County Attorney ☐ Russell Ward, Asst County Attorney ☐ William Harris, Asst County Attorney

From: (Name) Hubbuck (Last) Shawn (First) (Dept) Office of the County Engineer - 4121

(Title) Right of Way Manager (Phone) (352) 671-8699

Signature _____ Date Friday, April 16, 2021

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 request to declare a portion of Tract 'I', located in Palm Cay, Plat Book Y, Page 49-52 lying adjacent to Parcel # 35770-055021, as surplus and approve a Sale & Purchase Agreement together with a Statute 125 Deed between Marion County and NSC 26 HWY 200, LLC in the amount of $146.92 plus closing costs. This tract is a 1' strip that was deeded to Marion County in association with the development of the above mentioned plat. The Land Development Code required these "1' nuisance strips" for undeveloped adjacent land to help control future access ensuring land owners would submit proper documentation before dividing or developing. This portion of Tract 'G' is not needed for public purposes, therefore Staff recommends approval of this bid. Please see the attached e-mail with Legal's recommendation/determination of how to proceed with the disposition of this tract.

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

(Name) Luciano (Last) Ashley (First) (Title) Staff Assistant III (Phone) 671-8669

COMPLETION IS REQUESTED BY: *(specific date)* Friday, April 23, 2021

Please allow for a MINIMUM of five (5) working days from receipt of LRM:

Agenda Item? ☑ Yes ☐ No

Agenda Deadline Date: Tuesday, May 4, 2021 Agenda Date: Tuesday, May 18, 2021

LRM No. 2021-293 DO NOT COMPLETE - Office of the County Attorney use ONLY

Outcome: Approved as to form.

Date Received: Marion County Attorney APR 16 2021 RECEIVED

Attorney Signature: _____ Date 4-19-2021

Staff Signature: _____ (Completed) 4/19/2021

Returned: ☐ Department ☐ Admin ☐ Procurement

Rev 1...7

This instrument prepared by:
Office of the County Engineer
412 SE 25th Avenue, Bldg 1
Ocala, FL. 34471

March 3, 2021

Return to:
Office of the County Engineer
412 SE 25th Avenue, Bldg 1
Ocala, FL. 34471

Property Appraiser PID No.: N/A

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 **NSC 26 HWY 200, LLC,** having a mailing address of 2441 NE 3rd Street, Suite #201, Ocala, FL 34470, 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 and described on the attached Exhibit 'A'.

II. PURCHASE PRICE

(a) The Itemized purchase price, fees and costs:

Land and Improvements	$ 146.92
Doc Stamps	$ 1.40
Recording Fee	$ 10.00
Other_____	$_____
Sub-Total	$ 158.32

(b) Amount to be paid by PURCHASER to SELLER at closing including fees and costs, $ 158.32 .

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. The subject property 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. 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 ninety (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:

Patty Karney
(Signature)

Patty Karney
(Print or type name)

Faith Gibbs
(Signature)

Faith Gibbs
(Print or type name)

PURCHASER:

(Signature)

Todd Rudnianyn, Manager
(Print or type name)

3/17/2021
(Date)

ATTEST:

GREGORY C. HARRELL,
CLERK OF THE COURT

FOR USE AND RELIANCE OF
MARION COUNTY ONLY, APPROVED
AS TO FORM AND LEGAL SUFFICIENCY:

ELIZABETH ALT,
SENIOR ASSISTANT COUNTY ATTORNEY

SELLER:
MARION COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS

BY: JEFF GOLD, CHAIRMAN

(Date)

EXHIBIT 'A'

That portion of Tract 'I', located in Palm Cay, Plat Book Y, Page 49-52
lying adjacent to Parcel ID #35770-055021

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 **NSC 26 HWY 200, LLC**, having a mailing address of 2441 NE 3rd Street, Suite #201, Ocala, FL 34470, ("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:

That portion of Tract 'I', located in Palm Cay, Plat Book Y, Page 49-52
lying adjacent to Parcel ID #35770-055021

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: JEFF GOLD, CHAIRMAN

_____
GREGORY C. HARRELL,
CLERK OF THE COURT

5.50
5.50

BK1386 PG0415

WARRANTY DEED

THIS WARRANTY DEED made and executed this 24 day of October, 1986, by **International Associates Development** Corp. a corporation existing under the laws of Florida, hereinafter called the "Grantor" to **Marion County**, a political subdivision of the State of Florida, hereinafter call the "Grantee":

W I T N E S S E T H :

That the Grantor, for and in consideration of the sum of Ten Dollars ($10.00) and other value considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate in Marion County, Florida, more particularly described as follows:

Tracts "G", "H" and "I", as shown on the plat of Palm Cay, a recorded subdivision, as per plat thereof recorded in Plat Book 4, Pages 49-52, public records of Marion County.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and To Hold, the same in fee simple forever, subject to the following conditions:

1. All liens, judgments, mortgages or encumbrances of any nature whatsoever, appearing of record or in any way arising prior to the date first above given.

2. In the event that Grantor, or Grantor's successor in title, develops land adjacent to the land herein conveyed, said land being developed according to all applicable County rules and regulations, and should the County nevertheless deny Grantor or Grantor's successsor in interest access to that roadway identified as Southwest 106th Place in the Plat of Palm Cay, as per plat thereof recorded in Plat Book 4, Pages 49-52, the land conveyed herein shall revert to Grantor. and 106th Place pmr

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

INTERNATIONAL ASSOCIATES DEVELOPMENT CORP.

Signed, sealed and delivered in the presence of:

BY: _____
Peter M. Lenhardt, President

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT OF REVENUE
P.O. NOV 14'86
$0.50

STATE OF FLORIDA

COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments personally appeared Peter M. Lenhardt well known to me to be the President of the corporation named as Grantor in the foregoing deed, and that he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 24 day of October, 1986.

Notary Public
State of Florida
My commission expires:

This Instrument prepared by:
Tim Haines
125 N. E. First Avenue, Ste.1
Ocala, Florida 32670

Ret. To:
LAURENCE D. LEFFLER
COUNTY ENGINEERING ADMINISTRATOR
3230-D S. E. MARICAMP ROAD
OCALA, FLORIDA 32671

86-065866

RECORDED AND RECORD VERIFIED
MARION COUNTY FL
1986 NOV 14 AM 10:02

5'
50
5.50

QUIT-CLAIM DEED

RAMCO FORM 8

BK1386 PG0416

This Quit-Claim Deed, Executed this 27th day of October, A. D. 1986, by

VENTURE ASSOCIATES CORPORATION, a Florida corporation,

first party, to

MARION COUNTY, a political subdivision of the State of Florida,

whose postoffice address is

111 S.E. 25th AVE, OCALA, Fl. 32671

second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the said first party, for and in consideration of the sum of $ 10.00-------- , in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Marion State of Florida, to-wit:

Tracts "G", "H", and "I", as shown on the plat of Palm Cay, a recorded subdivision, as per plat thereof recorded in Plat Book Y, Pages 49-52 public records of Marion County, Florida.

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
P.B. 11458 NOV 14 '86 00.50

RECORDED AND RECORD VERIFIED MARION COUNTY, FL
1986 NOV 14 AM 10:02

Rec. To:
LAWRENCE D. LETELLIER
COUNTY ENGINEERING ADMINISTRATOR
3230-D S. E. MARICAMP ROAD
OCALA, FLORIDA 32671

Frances E. Thigpin
BY Nancy J. Hough DC
86-065867

To Have and to Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

In Witness Whereof, The said first party has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

VENTURE ASSOCIATES CORPORATION

Arthur F. Tait, Jr. L.S.
Vice President L.S.

STATE OF FLORIDA,
COUNTY OF

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

Arthur F. Tait, Jr., as Vice President of Venture Associates Corporation

to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same

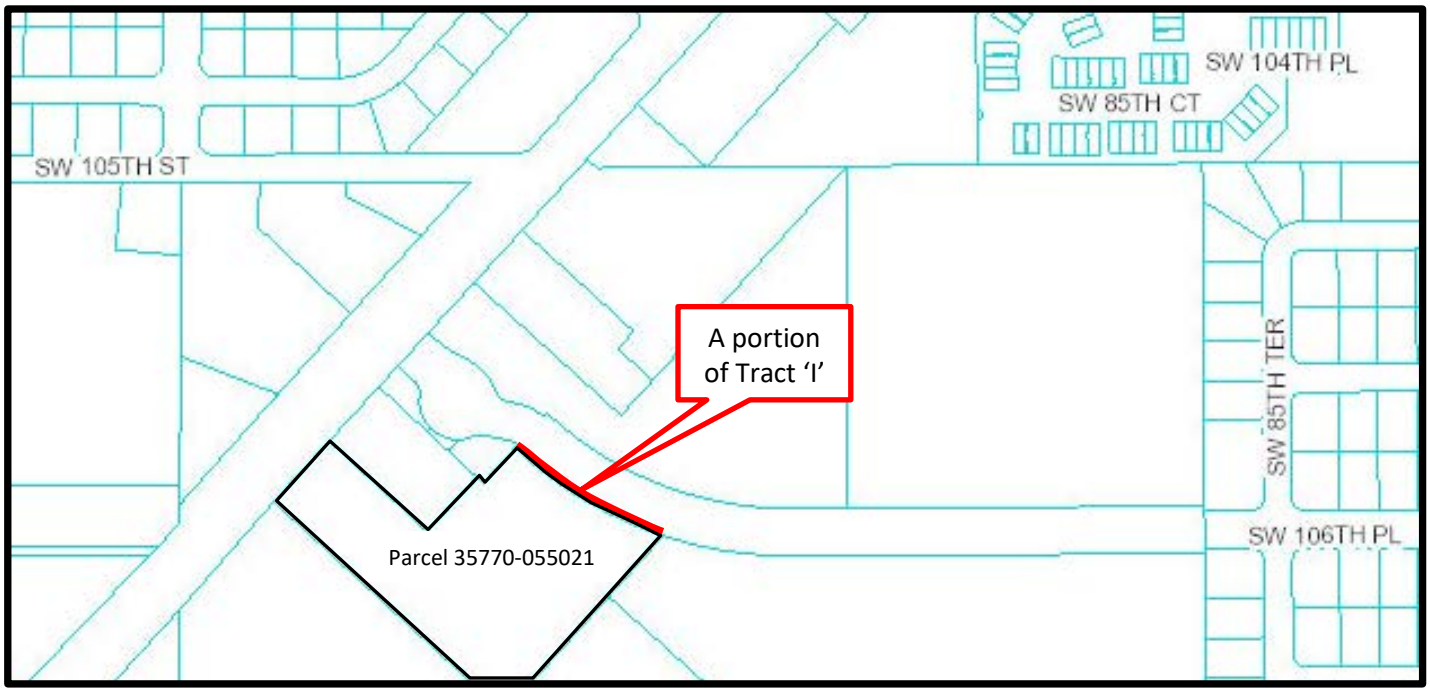
WITNESS my hand and official seal in the County and State last aforesaid this 27th day of October A. D 1986

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT 30, 1990

This Instrument prepared by: Tim Haines
Address 125 N. E. First Avenue, Suite 1
Ocala, Florida 32670

LOCATION MAP

A portion of Tract 'I'
(1' Strip)
Lying adjacent to Parcel 35770-055021
Located in Palm Cay
Plat Book Y Page 49-52





Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3028 **Agenda Date:** 5/18/2021 **Agenda No.:** 7.10.7.

SUBJECT:
Request Approval of Modification to Subgrant Agreement Between the Division of Emergency Management and Marion County for the SW 52nd Street Hazard Mitigation Grant Program Project (Agreement Number H0445) (Budget Impact - None)

INITIATOR:
Tracy Straub, P.E. County Engineer

DEPARTMENT:
Office of the County Engineer

DESCRIPTION/BACKGROUND:
Following Hurricane Irma, the County was partially approved for Hazard Mitigation Grant Program (HMGP) funding for flood mitigation relief of SW 52nd Street and surrounding subdivisions (HMGP project number 4337-358-R). The agreement for the project was approved and signed by the Board on March 24, 2020 (Agenda Item 7H25). The grant agreement was executed by the State on June 22, 2020. The Board awarded the design of the project to Kimley-Horn on March 16, 2021 following selection by the Request for Qualifications (RFQ) Selection Committee.

This modification extends the agreement expiration date and provides additional funding. Staff requested the time extensions due to extended turnaround times associated with the pandemic and the need for more detailed engineering models; the additional modeling necessitated a budget increase, realizing, once the project began, actual field conditions were surveyed, and the project needs were better understood.

The original agreement deadline was March 31, 2021; the new agreement deadline is September 30, 2021. The original agreement budget was $101,640 (Federal Grant $76,230; County Share $25,410); the new agreement budget is $201,633 (Federal Grant $151,224.75; County Share $50,408.25).

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to approve and authorize the Chairman to sign the Modification to Subgrant Agreement Between the Division of Emergency Management and Marion County for the SW 52nd Street Hazard Mitigation Grant Program Project (Agreement Number H0445).

LEGAL REQUEST MEMORANDUM (LRM)

To: ☐ Matthew Minter, County Attorney ☐ Dana E. Olesky, Chief Assistant County Attorney ☐ Elizabeth Alt, Senior Assistant County Attorney ☑ Russell Ward, Assistant County Attorney

From: (Name) Straub (Last) Tracy (First) (Dept) Office of the County Engineer - 3390

(Title) County Engineer (Phone) 352-671-8686

Signature [signature] Date 4/24/2021

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

OCE has been awarded a grant funded by the Federal Emergency Management Agency (FEMA) and managed by the Florida Division of Emergency Management (FDEM). The grant agreement for the SW 52nd Street Flood Relief project was signed by the Board of County Commissioners on March 24, 2020. The grant agreement was executed by the State July 24, 2020. The County progressed through the RFQ process to select the most qualified engineering firm. The Board awarded the design of the project to Kimley-Horn on March 16, 2021. Due to extended turn around times as a result of the pandemic, the County requested and received a time extension for the project. The original agreement deadline was March 31, 2021. The new agreement deadline is September 30, 2021. Due to unforeseen modeling requirements, the County requested and received a total project budget increase from $101,640 to $201,633. Please review and provide comment if/where necessary on the Modification to Subgrant Agreement or Approve as to Form.

4/16/21

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

(Name) Vrabic (Last) Christine (First) (Title) Stormwater Engineer II (Phone) 352-671-8365

COMPLETION IS REQUESTED BY: *(specific date)* Wednesday, April 21, 2021 5/7/21

Please allow for a MINIMUM of five (5) working days from receipt of LRM:

Agenda Item? ☑ Yes ☐ No

Agenda Deadline Date: Friday, April 23, 2021 Agenda Date: Tuesday, May 4, 2021

LRM No. 2021-318 DO NOT COMPLETE - Office of the County Attorney use ONLY

Outcome:

Approved as to form.

Date Received:

Marion County Attorney
APR 27 2021
RECEIVED

Attorney Signature: [signature] Date 4/27/21

Staff Signature: [signature] (Completed) Returned: ☑ Department ☐ Admin ☐ Procurement

4/28/2021

Rev 12/21/17

SUB-RECIPIENT AGREEMENT CHECKLIST

DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	Marion County
PROJECT #:	4337-358-R
PROJECT TITLE:	Marion County SW 52nd Street, Drainage Project
CONTRACT #:	H0445
MODIFICATION #:	1

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Ms. Christine Vrabic, P.E. Stormwater Engineer II Marion County 412 SE 25th Avenue Ocala, Florida 34471

Enclosed is your copy of the proposed contract/modification between **Marion County** and the Florida Division of Emergency Management (FDEM).

	COMPLETE
☒	This form is required to be included with all Reviews, Approvals, and Submittal
☒	Two (2) Copies printed for Approval **or One (1) copy to be electronically signed**
☐	Printed Single-sided *(If your policy is to copy two-sided please contact me and I will send you two original one-sided copies for signature)*
☒	Reviewed and Approved
☒	Signed and Dated by Official Representative (*blue ink*) **or signed electronically**
☒	**Copy of the organization's resolution or charter** that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, Chief
☐	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) completed, signed, and dated (☒ N/A for Modifications) **May be signed electronically.**
☒	Two Signed and dated Originals mailed to FDEM – Tallahassee **or One Original signed electronically and emailed to Grants Specialist.** Florida Division of Emergency Management Mitigation Bureau – HMGP 2555 Shumard Oak Boulevard Tallahassee, Florida 32399-2100 Attention – Grant Specialist –Veronica S. Ash Email: Veronica.ash@em.myflorida.com

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (850) 815-4583 or email me at Doulgas.galvan@em.myflorida.com.

Contract Number: H0445

Project Number: 4337-358-R

MODIFICATION TO SUBGRANT AGREEMENT BETWEEN THE DIVISION OF EMERGENCY MANAGEMENT AND MARION COUNTY

This Modification Number One made and entered into by and between the State of Florida, Division of Emergency Management ("the Division"), and Marion County ("the Sub-Recipient") to modify Contract Number H0445, dated June 22, 2020, ("the Agreement").

WHEREAS, the Division and the Sub-Recipient have entered into the Agreement, pursuant to which the Division has provided a subgrant to the Sub-Recipient under the Hazard Mitigation Grant Program of $76,230.00, in Federal Funds; and

WHEREAS, the Division and the Sub-Recipient desire to modify the Agreement; and

WHEREAS, the Agreement expired on March 31, 2021; and

WHEREAS, the Division and the Sub-Recipient desire to reinstate and extend the terms and increase the Federal Funding under the Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties agree as follows:

1. The Agreement is hereby reinstated and extended as though it had never expired.

2. Paragraph 8 of the Agreement is hereby amended to read as follows:

   (8) PERIOD OF AGREEMENT

   This Agreement shall begin June 22, 2020 and shall end September 30, 2021, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement.

3. The Agreement is amended to increase the Federal Funding by $74,994.75, for the maximum amount payable under the Agreement to $151,224.75, One Hundred Fifty One Thousand, Two Hundred Twenty-Four Dollars and Seventy Five Cents.

4. The Budget and Scope of Work, Attachment A to the Agreement, are hereby modified as set forth in 1st Revision Attachment A to this Modification, a copy of which is attached hereto and incorporated herein by reference.

5. All provisions of the Agreement being modified and any attachments in conflict with this Modification shall be and are hereby changed to conform with this Modification, effective on the date of execution of this Modification by both parties.

6. All provisions not in conflict with this Modification remain in full force and effect, and are to be performed at the level specified in the Agreement.

7. Quarterly Reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

IN WITNESS WHEREOF, the parties hereto have executed this Modification as of the dates set out below.

SUB-RECIPIENT: MARION COUNTY

By: _____

Name and Title: _____

Date: _____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Jared Moskowitz, Director

Date: _____

Attachment A

(1st Revision)

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is to improve drainage of SW 52nd Street in Ocala, Marion County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4337-358-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, Marion County, shall conduct Phase I of this project, which includes the preliminary engineering designs and calculations, surveys, permitting, and notices. No construction activities are approved at this time. The Sub-Recipient shall complete the Phase I work in accordance with all applicable federal, state and local laws, regulations and codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes drainage improvements in the area of SW 52nd Street, Ocala, Florida, 34471.

The scope of work is for Phase I only, which includes but is not limited to surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval. No construction activities for this project have been approved.

When completed, the Sub-Recipient shall provide deliverables for Phase II review of the following proposed activities.

The Phase II proposed scope of work shall include a drainage retention system along SW 52nd Street for about 2,500 feet and the acquisition of a piece of land to construct a storage pond. The project shall alleviate historical flooding.

The project shall be designed to provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Locations:

ID#	Name/Station	Location	Coordinates
1)	Location 1	Ocala, Florida 34471	(29.136441, -82.13916)
2)	Location 2	Ocala, Florida 34471	(29.136045, -82.137603)

TASKS & DELIVERABLES:

A) Tasks:

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the Phase I scope of work as approved by the Division and FEMA. The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all federal and state laws and regulations.

   All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

   The Sub-Recipient and contractor shall be responsible for maintaining a safe and secure

worksite for the duration of the work. The contractor shall maintain all areas in a neat and presentable condition.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed. The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

2) The Sub-Recipient shall monitor and manage the Phase I portion of this project in accordance with the Hazard Mitigation Grant Program application and supporting documentation as submitted to the Division and subsequently approved by the Division and FEMA. The Division and FEMA shall render a Phase II determination upon completion of the review of Phase I deliverables. No construction activities are approved at this time. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

   Phase I consists of fees; for conducting survey, drainage study, engineering, design, public notices, and/or permitting associated with the modification(s) needed to upgrade the drainage. Verification of upstream and downstream impacts shall be necessary for determining project eligibility.

   All Phase I work shall be completed in accordance with all applicable state, local and federal laws and regulations and documented, as appropriate.

   Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all scope of work changes, if any.

   a) Two sets of engineering Signed/Sealed final design and analysis, surveying, and Hydrologic and Hydraulic (H&H) Studies.

   b) Construction Plans and bid documents.

   c) Revised cost estimate for Phase II – construction (include Phase I costs), to implement the design project.

   d) Design documents shall provide a detailed description which includes specifics on project scope of work, depth and extent of ground disturbance at all construction locations of the project.

   e) Color maps including topographical, aerial, and ground disturbance.

   f) Color photographs of the project area and areas of ground disturbance.

g) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WMD) shall be required. Any conditions for compliance shall be included in the final design plans, narrative and project implementation actions.

h) Copy of the United States Army Corps of Engineers (USACE) permit or No Permit Required notification.

i) Any other documentation requested by the Division, not limited to Project Conditions and Requirements herein.

3) During the course of this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Direct Expenses: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Expenses: The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient.

Quarterly reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement of actual Phase I costs related to the project as identified in the project application and this scope of work. The

Requests for Reimbursement (RFR) shall include:

a) Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services;

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's Request for Reimbursement shall include the final Phase I project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of Phase I activities, which include engineering, designing, plans preparation, permitting and bidding for the proposed project, for Phase II approval, and to implement measures to improve the drainage in the area of SW 52nd Street, Ocala, Florida, 34471

The project shall be designed to provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C) Engineering:

1) The Sub-Recipient shall submit signed and sealed Engineering plans that clearly show the engineer's estimate of the pre and post-mitigation effects of the proposed project and the relationship of the damages to be mitigated (commensurate with the level of funding requested). The H&H study shall contain at least 3 scenarios, where one represents the level of protection; under each scenario, the Sub-Recipient must identify the losses before and after mitigation (structural, content, displacement, road closure duration, or any other needed to show the improvements after the mitigation project is implemented). This includes, but is not limited to, the existing and proposed hydrology and hydraulics for the level of event being mitigated.

2) Demonstrate mitigation effectiveness, in part, by showing the physical location(s) and elevation(s) of the infrastructure/structures that are being damaged and FEMA Special Flood Hazard Areas on the same plan.

3) Submit a refined cost estimate, to include final Phase I Fees and Phase II Construction Materials and Labor.

D) Environmental:

1) Any change to the approved scope of work shall require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

2) Acceptance of federal funding requires the Sub-Recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

3) Meet all required Environmental laws and policies, and all necessary Environmental compliance documents shall be obtained as applicable.

   a) United States Army Corps of Engineers (USACE): Consultation with the USACE is required. A permit or No Permit Required shall be submitted.

   b) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WMD) shall be submitted. Any conditions for compliance shall be included in the final design plans, narrative, and project implementation actions.

4) Historical Preservation compliance documents shall be obtained. Review documentation required:

   a) Color maps including topographical and aerial with the project location clearly marked.

   b) Color photographs of any area with ground disturbance (electronic).

   c) Indicate if project site is located within a designated historic district or historic neighborhood.

5) Tribal Consultation shall be required for proposed ground disturbing activities. The following documents shall be required and submitted as part of deliverables:

   a) Color ground disturbance maps showing the full extent of the project footprint and depth of ground disturbance. Geographic latitude/longitude (decimal degree format) of the proposed construction areas and staging areas.

   b) Previous and current use of proposed project area.

   c) Any known site work or historic uses for the proposed location.

   d) Any available studies that may have taken place on the property.

6) Phase I of this project is approved with the condition that the above list of deliverables shall be submitted for review and approval by the Division and FEMA before Phase II is considered.

7) No construction work may begin until Phase II is approved by the Division and FEMA.

E) Programmatic:

1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.

2) The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

3) The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) A Public Notice shall be published to notify interested parties of the proposed activity. Notices shall be published in a manner that anyone that may be affected or interested in this project has access to the posting, using the Division template, as applicable.

5) Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of new expiration date and a new schedule

of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

7) Phase I – Design of this project is approved with the condition that the enclosed list of deliverables shall be submitted, 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA before Phase II – Construction is considered.

8) When Phase I is completed, the Sub-Recipient must provide 100% completed designs, calculations, a full set of signed and sealed plans and, permits for a Phase II review. A final BCA using developed technical data and study results will take place. The data inputs to the final BCA for Phase II approval, must be based on the inputs and outputs of a hazard related study such as erosion, Hydraulic & Hydrologic study, damage calculations, road closures, etc. No assumptions or historical damage will be acceptable for final BCA of Phase II approval. No construction activities for this project have been approved.

9) The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

This is FEMA project number **4337-358-R**. It is funded under HMGP, FEMA-4337-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4337.

FEMA awarded this project on December 13, 2019; this Agreement was executed on June 22, 2020, and the Period of Performance for this project shall end on **September 30, 2021**.

F) FINANCIAL CONSEQUENCES:

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1) Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;

2) Disallow all or part of the cost of the activity or action not in compliance;

3) Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;

4) Withhold further awards for the program; or

5) Take other remedies that may be legally available.

Schedule of Work

Phase I –

State Contracting:	3	Months
Bidding / Local Procurement:	3	Months
Design Specifications:	9	Months
Permitting / Survey:	3	Months
Deliverables Submitted to FDEM:	3	Months
Total Period of Performance:	**21**	**Months**

BUDGET

Line Item Budget*

Phase I	**Project Cost**	**Federal Cost**	**Non-Federal Cost**
Materials:	$0.00	$0.00	$0.00
Labor:	$0.00	$0.00	$0.00
Fees:	$201,633.00	$151,224.75	$50,408.25
Initial Agreement Amount:	**$201,633.00**	**$151,224.75**	**$50,408.25**
***Contingency Funds:	$0.00	$0.00	$0.00
Project Total:	**$201,633.00**	**$151,224.75**	**$50,408.25**

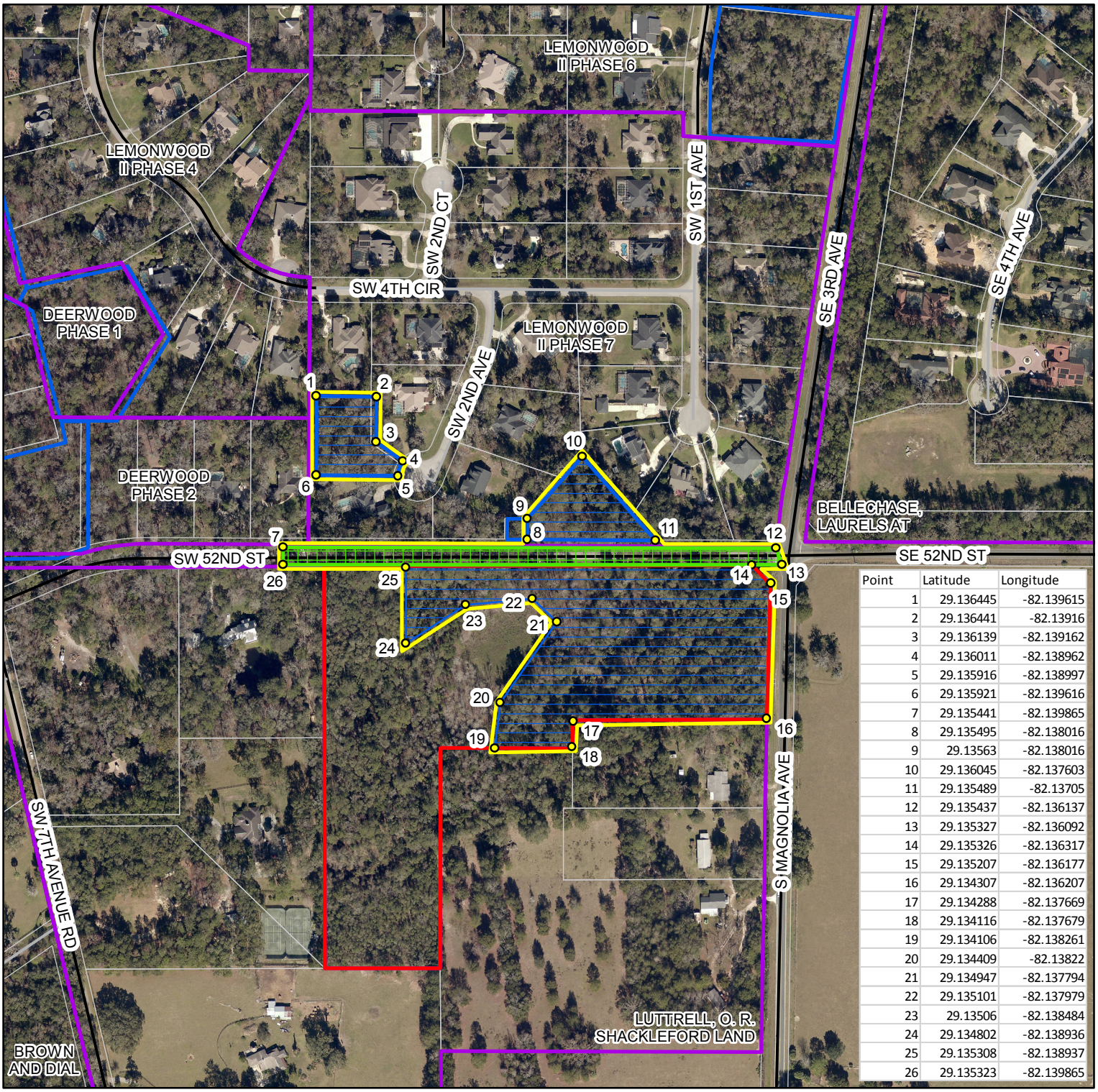
*****Any line item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

****** This project has an estimated $0.00 in contingency funds.** Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

Project Management costs are included for this project in the amount of $0.00

Funding Summary Totals

Federal Share:	$151,224.75	(75.00%)
Non-Federal Share:	$50,408.25	(25.00%)
Total Project Cost:	**$201,633.00**	**(100.00%)**



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2	29.136441	-82.13916
3	29.136139	-82.139162
4	29.136011	-82.138962
5	29.135916	-82.138997
6	29.135921	-82.139616
7	29.135441	-82.139865
8	29.135495	-82.138016
9	29.13563	-82.138016
10	29.136045	-82.137603
11	29.135489	-82.13705
12	29.135437	-82.136137
13	29.135327	-82.136092
14	29.135326	-82.136317
15	29.135207	-82.136177
16	29.134307	-82.136207
17	29.134288	-82.137669
18	29.134116	-82.137679
19	29.134106	-82.138261
20	29.134409	-82.13822
21	29.134947	-82.137794
22	29.135101	-82.137979
23	29.13506	-82.138484
24	29.134802	-82.138936
25	29.135308	-82.138937
26	29.135323	-82.139865

Last Modified: 7/23/2019

Legend

- Project Boundary
- Project Boundary Points
- Proposed Pond Storage
- Proposed Road Work
- Proposed Property Purchase
- Subdivisions
- OCE Maintained, Paved
- OCE Maintained, Unpaved
- Not Maintained
- Storm Detention Areas
- Parcels

N W E S

0 125 250 500 Feet

ATTACHMENT A

SW 52nd Street Flood Relief Project
Project Boundary

Marion County
Office of the County Engineer
Stormwater Program
412 SE 25th Avenue
Ocala, FL 34471

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3036 **Agenda Date:** 5/18/2021 **Agenda No.:** 7.10.8.

SUBJECT:
Request Approval of the 2021/2022 to 2025/2026 Marion County Transportation Improvement Program (TIP) (Budget Impact - None)

INITIATOR:
Tracy Straub, P.E. County Engineer

DEPARTMENT:
Office of the County Engineer

DESCRIPTION/BACKGROUND:
The Marion County Transportation Improvement Program (TIP) lists the anticipated projects throughout Marion County for the next five (5) years. Types of projects are capacity, rehabilitation, intersections, and other miscellaneous maintenance such as guardrail, sidewalks, striping, etc. Activities undertaken on these projects may include survey, design, right-of-way acquisition, and construction.

The TIP is revised annually prior to the budget. Each year the project cost and timing are updated as appropriate. The five (5) year timeframe is also revised to reflect the addition of the new fiscal year and the new projects for that year.

BUDGET/IMPACT:
None on current Fiscal Year 20/21 budget; projects and activities listed on the attached Transportation Improvement Program are for future years.

RECOMMENDED ACTION:
Motion to approve the proposed 2021/2022 to 2025/2026 Marion County Transportation Improvement Program.

2021/2022 – 2025/2026

MARION COUNTY
TRANSPORTATION IMPROVEMENT PROGRAM

MARION COUNTY BOARD OF COUNTY COMMISSIONERS

_____

JEFF GOLD, CHAIRMAN

TIP2022

Date _____

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MARION COUNTY BOARD OF COUNTY COMMISSIONERS
601 SE 25th AVENUE
OCALA, FLORIDA 34471

Commissioner Jeff Gold, Chairman
District 3

Commissioner Carl Zalak, III, Vice Chairman
District 4

Commissioner Michelle Stone
District 5

Commissioner Kathy Bryant, Chairman
District 2

Commissioner Craig Curry
District 1

INTRODUCTION

The Marion County Transportation Improvement Program (TIP) lists the anticipated projects throughout Marion County for the next five years. Types of projects are Capacity, Rehabilitation, Intersections and other miscellaneous maintenance such as guardrail, sidewalks, striping, etc. Activities undertaken on these projects usually include survey, design, right-of-way acquisition, and construction.

The TIP is revised on an annual basis prior to the budget completion. Every year the project costs and schedules are updated. Also, the five-year time frame is revised to reflect the addition of the new fiscal year and the new projects for that year.

The selection of all the projects listed in the TIP is based on information from the prior TIP, the Office of the County Engineer, Growth Services, and the Transportation Planning Organization (TPO) Long Range Plan. Rehabilitation projects, intersection improvement projects, and turn lanes are identified by the Office of the County Engineer. Construction of new lanes and new roads are identified by the Office of the County Engineer based on the TPO's approved Long Range Plan.

After staff at the Office of the County Engineer identifies the projects, a schedule is prepared according to the availability of funds over the five-year period. This schedule is then presented to the Board of County Commissioners for adoption.

PHASE CODES

The following codes are used to identify each phase of the project from start to finish.

Code	*Phase Information*
PE	Preliminary Engineering
PDE	Project Development & Environment Study
DES	Design
ROW	Right-of-Way
ROW-A	Right-of-Way Acquisition
ROW-J	Right-of-Way Judgment
CST	Construction

FUNDING CODES

The following codes are used to identify how each phase of the project is funded.

Code	*Fund Information*
GT	80% Gas Tax Construction (BM761541)
GT2	2nd Local Option Fuel Tax (BO762541)
IF1	Impact Fee - District 1 (GC773541)
IF2	Impact Fee - District 2 (GD773541)
IF3	Impact Fee - District 3 (GE773541)
IF4	Impact Fee - District 4 (GF773541)
IFE	Impact Fee - East (GA771541)
IFW	Impact Fee - West (GB772541)
ST	Sales Tax (VJ738541)
TM	Transportation Maintenance (BL760541)
BOND2	Bonded Funds – Phase 2 (VF762541)

Capacity Projects

#	Name	Description	Phase Code	Fund Code	2021/22	2022/23	2023/24	2024/25	2025/26
C1	**NW/NE 35th St Ph 1b (TIP70100C)** From: 600' East of W Anthony Rd To: 200A	Add 2 Lanes 0.9 mi 8,900 VTPD	PE DES ROW-A CST	 IFE	 $600,000	 $500,000	 $500,000	 $300,000	 $1,650,000
C2	**NE 35th St Ph 2 (TIP70100A)** From: 200A To: NE 25th Ave	Add 2 Lanes 1.2 mi 9,000 VTPD	PE DES ROW-A CST	 IFE	 $200,000	 $200,000	 $450,000	 $500,000	 $500,000
C3	**Emerald Rd Extension (S128865) (STC073865) (TIP073865)** From: SE 92nd Loop To: Florida Northern Railroad	New 2 Lane 1.8 mi	 CST CST CST	 IFE GT GT2	 $6,780,000 $500,000 $1,740,000				
C4	**NW 49th/35th St Ph 2c (S128802) (STC073802) (TIP073802)** From: NW 44th Ave To: North End of Limerock Pit	New 4 Lane Divided w/ Interchange 0.9 mi	PE DES ROW-A CST CST CST	 ST ST IFW IFE GT2				$1,709,931 $4,109,931 $2,600,000	
C5	**CR 484 (TIP075000)** From: Marion Oaks Pass To: Hwy 200	Add 2 Lanes 5.3 mi	PER DES ROW-A CST	IFW		$360,000			
C6	**SW 90th St (TIP075875)** From: SW 60th Ave To: 0.8 miles East of SW 60th Ave	New 2 Lane Road 08. mi	PER DES ROW-A CST	 IFW IFW IFW		$300,000	$70,000	$2,300,000	
C7	**SW 38th/40th St Ph A (TIP075110)** From: SW 80th Ave To: SW 60th Ave	Add 2 Lanes 2.0 mi	PER DES ROW-A ROW-A CST	IFW IFW IFW IFW IFW	 $1,080,000	 $500,000	 $500,000 (Additional funds needed)	 $400,000	 $600,000 $1,200,000
C8	**SW 38th St Ph B (TIP074555)** From SW 60th Ave To: SW 43rd Ct	Add 2 Lanes 1.5 mi	 DES ROW CST	 IFW	 $810,000				
C9	**SW 80th Ave (TIP073815)** From: SW 90th St To: SW 80th St	Add 2 Lanes 0.82 mi	 CST	 IFW			 $6,150,000		
C10	**NW 49th/35th St Ph 3B (STC073811)** From: CR 225A To: 1.1 mile west of NW 44th Ave	New 2 Lane Road 2.3 mi	PE DES ROW CST	 STP STP STP	 $780,000	 $4,450,000			
C11	**NW 80th/70th Ave (STC073812)** From: 0.19 Miles North of SR 40 To: 1/2 Mile North of US 27	Add 2 Lanes 3.76 mi	PE DES ROW CST	 STP STP	 $3,933,984	 $3,282,560	 $22,977,920		
C12	**SW 49th Ave South Segement F (STC073813)** From: Marion Oaks Manor To: 0.7 Miles South of CR 484	New 4 Lane Divided Road 1.6 mi	PE DES ROW CST	 STP STP STP	 $560,000 $1,059,449	 $4,300,000			
C13	**SW 49th Ave North (TIP77250B) (STC073814)** From: Marion Oaks Trail To: SW 95th St	Add 2 Lane Divided Road 3.4 mi	PE DES ROW CST	 STP STP	 $2,066,100	 $2,066,100	 $2,362,214	 $15,495,750	
C14	**SW 80th Ave (STC073815)** From: SW 80th St To: 1/2 Mile North of SW 38th St	Add 2 Lanes 3.7 mi	PE DES ROW CST	 STP STP STP	 $1,745,570	 $1,745,570		 $15,968,442	
D1	**Misc Projects (TIP077586)**	ROW Acquisition and Settlements	ROW	GT2	$150,000				

Rehabilitation Projects

#	Name	Description	Phase Code	Fund Code	2021/22	2022/23	2023/24	2024/25	2025/26
R1	**SW 125th Ave (TIP075113)**	Resurface	DES						
	From: SR 40	0.61 mi	ROW						
	To: West Hwy 328		CST	GT				$241,000	
R2	**NW 130th Ave (TIP057311)**	Resurface	DES						
	From: NW 35th St	1.5 mi	ROW						
	To: Hwy 464B		CST	GT2			$315,000		
R3	**CR 484 (TIP055804)**	Mill, Resurface, Turn Lane	DES						
	From: Marion Oaks Course	2.25 mi	CST	GT	$1,616,000				
	To: SW 20th Ave Rd		CST	TM	$500,000				
R4	**W Hwy 328 (TIP075873)**	Resurface	DES						
	From: W Hwy 40	2.46 mi	ROW						
	To: Wood Ridge Dr		CST	GT				$1,696,761	
R5	**SE 147th Pl (TIP057378)**	Resurface	DES						
	From SE 73rd Ave	1.5 mi	ROW						
	To: Hwy 441		CST	GT2					$660,000
R6	**NE 58th Ave (TIP080454)**	Resurface	DES						
	From: SR 326	3.1	CST						
	To: NE 90th St Rd		CST	GT					$1,240,000
R7	**NW 49th/35th St (TIP060804)**	Mill, Resurface	DES						
	From: NW 35th Ave Rd	0.6 mi	ROW						
	To: City Limit		CST	GT2			$975,000		
R8	**Banyan Rd (TIP080640)**	Resurface	DES						
	From: SE 58th Ave	0.5 mi	ROW						
	To: Almond Rd		CST	TM	$181,069				
R9	**CR 316 (TIP057104)**	Mill, Resurface	DES						
	From: NE 180th Ave Rd	2.90 mi	ROW						
	To: NE 152nd CT		CST	GT2			$1,800,000		
R10	**NW 63rd St (TIP057204)**	Mill, Resurface	DES						
	From: NW 44th Ave	2.71 mi	ROW						
	To: Hwy 441		CST	GT2		$1,355,000			
R11	**Marion Oaks Pass (TIP075402)**	Resurface	DES						
	From: SW 143rd St	0.85 mi	ROW						
	To: CR 484		CST	GT2					$345,000
R12	**NW Hwy 225 (TIP057504)**	Resurface	DES						
	From: N Hwy 329	2,100 VTPD	ROW						
	To: W Hwy 318	3.3 mi	CST	GT	$1,799,000				
R13	**NW 44th Ave (TIP077752)**	Mill, Resurface	DES						
	From: NW 60th St	6,000 VTPD	ROW						
	To: NW 73rd Pl	1.0 mi	CST	GT2		$550,000			
R14	**SW 128th Ave/SW 129th Terrace Rd (TIP075603)**	Resurface	DES						
	From: Hwy 484	1.8 mi	CST	GT		$110,000			
	To: SW 100th Lane		CST	GT2		$700,000			
R15	**East/South Hwy 25 (TIP075703)**	Resurface	DES						
	From:Hwy 42	4.6 mi	ROW						
	To: SE 141st Ave Rd		CST	GT			$2,760,000		
R16	**NE 90th ST Rd (TIP075730)**	Resurface	DES						
	From: NE 58th Ave	4.4	CST	TM					$1,175,114
	To: CR 315		CST	GT2					$1,464,886
R17	**SE 113th St Rd (TIP057300)**	Resurface	DES						
	From: Hwy 464C	0.65	ROW						
	To: Bay Rd		CST	TM		$297,320			
R18	**SW 27th Ave (TIP075803)**	Resurface	DES						
	From: SW 66th St	1.51	ROW						
	To: North 1.51 mi of SW 66th St		CST	GT		$755,000			
R19	**NW 193rd Street (TIP060404)**	Resurface	DES						
	From: Hwy 329	400 VTPD	ROW						
	To: US 441	4.3 mi	CST	GT		$2,430,122			
R20	**SW 35th St/SW 7th Ave Rd (TIP075813)**	Resurface	DES						
	From: SW 63rd St Rd	2.6 mi	ROW						
	To: SE 3rd Ave		CST	GT				$1,217,628	
R21	**SE 4th PL/SE 61st CT (TIP075823)**	Resurface	DES						
	From: SE 5th ST	0.3 mi	ROW						
	To: SE 3rd PL		CST	GT	$116,000				
R22	**Almond Rd (TIP075833)**	Resurface	DES						
	From: SE 58th Ave	1.6 mi	ROW						
	To: SE 58th Ave		CST	GT2				$554,872	
R23	**Teak Rd (TIP075843)**	Resurface	DES						
	From: Banyan Rd	1.1 mi	ROW						
	To: Cherry Pass		CST	GT			$367,597		
R24	**Bay Rd (TIP057348)**	Resurface	DES						
	From: Guava Pass	0.67	ROW						
	To: SE 113th St Rd		CST	GT2	$268,000				

Rehabilitation Projects

#	Name	Description	Phase Code	Fund Code	2021/22	2022/23	2023/24	2024/25	2025/26
R25	**CR 320 (TIP057844)**	Resurface	DES						
	From County Line	3.1	ROW						
	To: NW 221st St Rd		CST	GT					$1,240,000
R26	**SW 31st Street/SW 34th Place (STC073876)**	Resurface	DES						
	From: SW 95th Avenue Road	2.5 mi	ROW						
	To: SW 80th Avenue		CST	STP		$992,783			
R27	**NW 112th Place Road/NW 96th Place STC073870)**	Resurface	DES						
	From: Nw 160th Avenue	1.9 mi	ROW						
	To: NW 145th Avenue Road		CST	STP	$741,037				
R28	**NW 60th Avenue (STC073877)**	Resurface	DES						
	From: West Hwy 326	2.0 mi	ROW						
	To: NW 100th Street		CST	STP		$641,354			
R29	**NW/NE 42nd Street (STC073878)**	Resurface	DES						
	From: West Anthony Road	1.2 mi	ROW						
	To: NE Jacksonville Road		CST	STP				$360,000	
R30	**NE Hwy 314 (STC073879)**	Resurface	DES						
	From: SE 1st Street Road	2.3 mi	ROW						
	To: SR 40		CST	STP				$1,585,390	
R31	**SE 183rd Avenue Road (STC073880)**	Resurface	DES						
	From: SE 180th Avenue Road	4.7 mi	ROW						
	To: East Hwy 40		CST	STP		$2,249,209			
R32	**SE 73rd Avenue (STC073881)**	Resurface	DES						
	From: SE 147th Street	1.8 mi	CST	STP	$706,121				
	To: SE Hwy 42		CST						
R33	**SE Sunset Harbor Road (STC073882)**	Resurface	DES						
	From: South Hwy 441	2.8 mi	ROW						
	To: SE 105th Avenue		CST	STP	$1,888,666				
R34	**SE Maricamp Road (STC073883)**	Resurface	DES						
	From: SE 64th Avenue Rd	4.3 mi	ROW						
	To: Oak Road		CST	STP	$4,834,224				
R35	**NW Hwy 320 (STC073884)**	Resurface	DES						
	From: Hwy 329	3.2 mi	ROW						
	To I-75		CST	STP		$1,410,240			
R36	**North Hwy 314A (STC073885)**	Resurface	DES						
	From: East Hwy 40	7.0 mi	ROW						
	To: NE Hwy 314		CST	STP	$4,825,746				
R37	**NW 150th Avenue (STC073874)**	Resurface	DES						
	From: W Hwy 326	0.8 mi	ROW						
	To: NW 96th Place		CST	STP	$304,000				
R38	**NW 145th Avenue Road (STC073875)**	Resurface	DES						
	From: West Hwy 326	0.6 mi	ROW						
	To: NW 96th Place		CST	STP	$252,000				
R39	**NE 19th Avenue (STC073886)**	Resurface	DES						
	From: NE 29th Street	0.4 mi	ROW						
	To: NE 35th Street		CST	STP	$172,000				

Intersection Projects

#	Name	Description	Phase Code	Fund Code	2021/22	2022/23	2023/24	2024/25	2025/26
INT1	**CR 42 (TIP077190)**	Add Turn Lanes	DES	IF3	$25,000				
	at SE 182nd Avenue Rd		CST	IF3		$35,447			
			CST	TM		$414,553			

Municipal Projects

#	Name	Description	Phase Code	Fund Code	2021/22	2022/23	2023/24	2024/25	2025/26
A1	**City Projects (TIP555555)**	Misc Projects	CST	GT2	$500,000	$500,000	$500,000	$500,000	$500,000

Miscellaneous Projects

#	Name	Description	Phase Code	Fund Code	2021/22	2022/23	2023/24	2024/25	2025/26
M1	**Striping (TIP077610)**	Replace Pavement	DES						
		Markings & RPMs	CST	GT	$500,000	$500,000	$500,000	$500,000	$500,000
M2	**Signal Improvements (TIP077835)**	Signal	DES						
		Modifications	CST	GT	$85,000	$85,000	$85,000	$85,000	$85,000
M3	**Guardrail (TIP071724)**	Guardrail Installation	DES						
		and Upgrade	CST	GT	$50,000	$50,000	$50,000	$50,000	$50,000
M4	**Legacy Sidewalks (TIP077370)**	New Sidewalk	DES						
		4.2 mi	CST	TM	$1,875,000				
M5	**Saddlewood Sidewalks (TIP077380)**	New Sidewalk	DES						
		2.5 mi	CST	TM	$345,000				
M6	**Marion Oaks Horizon Sidewalks (TIP077390)**	New Sidewalk	DES	TM	$58,000				
		0.9 mi	CST	TM					
M7	**Misc Road & Drainage Repair (TIP077590)**	Misc Repairs	CST						
	Various Locations		CST	GT	$500,000	$500,000	$500,000	$500,000	$500,000
M8	**Overlay Projects (TIP077834)**	Pavement Overlay	CST	GT					
	Various Locations		CST	GT2					
			CST	TM	$250,000	$250,000	$250,000	$250,000	$250,000
M9	**Misc ADA Sidewalk Improvements (TIP077600)**	ADA Retrofits	DES						
	Various Locations		CST	GT	$75,000	$75,000	$75,000	$75,000	$75,000
M10	**Misc Sidewalk Projects (TIP071754)**	New Sidewalks	DES						
	Various Locations		CST	SWF		$150,000		$150,000	
M11	**Indian Lake Trail (TIP077200)**	Construct Trail	DES	TM	$189,000				
	From: Silver Springs Park to Indian Lake Trail Head	5 mi	CST						
M12	**Greenway Bike Trail Pruitt (TIP77200C)**	Construct Bike/Walk Trail	DES						
	From: Pruitt Trail Head to SR 200	5.65 mi	CST	TM					$3,710,000

Transportation Maintenance (BL761541)	Fund Code	2021/22	2022/23	2023/24	2024/25	2025/26	
Begin Balance	TM	$13,940,799	$11,031,558	$10,188,548	$9,995,411	$10,147,274	
Revenues	TM	$15,915,000	$17,088,000	$17,433,000	$17,778,000	$18,136,000	
Reimbursement	TM	$36,210					Marion Oaks Horizon Sidewalks
Reimbursement	TM	$1,441,659					Legacy Sidewalks
Reimbursement	TM	$317,096					Saddlewood Sidewalks
Reimbursement	TM		$407,000				CR 42 at SE 182nd Avenue Rd
Reimbursement	TM	$155,000					FDOT Indian Lake Trail
Reimbursement	TM					$3,710,000	FDOTGreenway Bike Trail Pruitt
Project Expenditures	TM	$3,398,069	$961,873	$250,000	$250,000	$5,135,114	
Operating (BL400541) Expenditures	TM	$17,238,137	$17,238,137	$17,238,137	$17,238,137	$17,238,137	
Sun Tran Expenditures	TM	$138,000	$138,000	$138,000	$138,000	$138,000	
End Balance	TM	$11,031,558	$10,188,548	$9,995,411	$10,147,274	$9,482,023	

80% Gas Tax Construction (BM761541)	Fund Code	2021/22	2022/23	2023/24	2024/25	2025/26
Begin Balance	GT	$3,725,890	$1,944,890	$1,149,768	$592,171	$86,782
Revenues	GT	$3,460,000	$3,710,000	$3,780,000	$3,860,000	$3,940,000
Expenditures	GT	$5,241,000	$4,505,122	$4,337,597	$4,365,389	$3,690,000
End Balance	GT	$1,944,890	$1,149,768	$592,171	$86,782	$336,782

2nd Local Option Fuel Tax (BO762541)	Fund Code	2021/22	2022/23	2023/24	2024/25	2025/26
Begin Balance	GT2	$2,826,233	$2,297,462	$1,764,264	$877,162	$58,242
Revenues	GT2	$2,129,229	$2,571,802	$2,702,898	$2,835,952	$2,966,029
Expenditures	GT2	$2,658,000	$3,105,000	$3,590,000	$3,654,872	$2,969,886
End Balance	GT2	$2,297,462	$1,764,264	$877,162	$58,242	$54,385

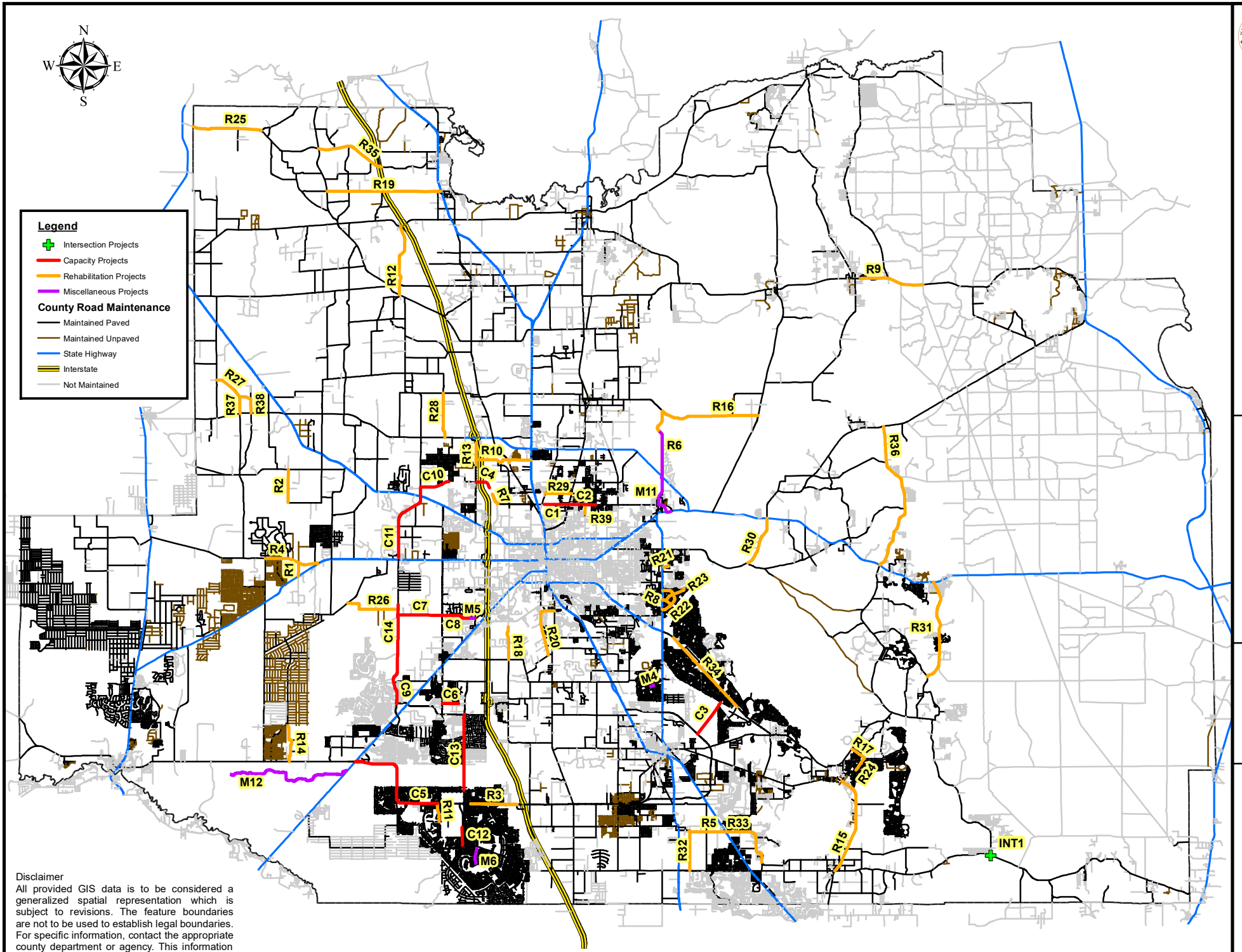
Impact Fee - East (GA771541)	Fund Code	2021/22	2022/23	2023/24	2024/25	2025/26
Begin Balance	IFE	$5,603,912	$3,912	$1,443,912	$2,683,912	$13,981
Revenues	IFE	$2,080,000	$2,240,000	$2,290,000	$2,340,000	$2,390,000
Credits	IFE	$100,000	$100,000	$100,000	$100,000	$100,000
Expenditures	IFE	$7,580,000	$700,000	$950,000	$4,909,931	$2,150,000
End Balance	IFE	$3,912	$1,443,912	$2,683,912	$13,981	$153,981

Impact Fee - West (GB772541)	Fund Code	2021/22	2022/23	2023/24	2024/25	2025/26
Begin Balance	IFW	$1,351,220	$1,031,220	$1,567,220	$2,728,220	$84,289
Revenues	IFW	$1,670,000	$1,796,000	$1,831,000	$1,866,000	$1,901,000
Revenues (Developer Agreements)	IFW			$6,150,000		
Credits	IFW	$100,000	$100,000	$100,000	$100,000	$100,000
Expenditures	IFW	$1,890,000	$1,160,000	$6,720,000	$4,409,931	$1,800,000
End Balance	IFW	$1,031,220	$1,567,220	$2,728,220	$84,289	$85,289

Impact Fee - District 3 (GE773541)	Fund Code	2021/22	2022/23	2023/24	2024/25	2025/26
Begin Balance	IF3	$60,447	$35,447	$0	$0	$0
Revenues	IF3	$0	$0	$0	$0	$0
Credits	IF3	$0	$0	$0	$0	$0
Expenditures	IF3	$25,000	$35,447	$0	$0	$0
End Balance	IF3	$35,447	$0	$0	$0	$0

Sidewalk Construction Fund - (BP763541)	Fund Code	2021/22	2022/23	2023/24	2024/25	2025/26
Begin Balance	SWF	$370,261	$469,261	$427,261	$539,261	$505,261
Revenues	SWF	$99,000	$108,000	$112,000	$116,000	$121,000
Interest	SWF	$0	$0	$0	$0	$0
Expenditures	SWF	$0	$150,000	$0	$150,000	$0
End Balance	SWF	$469,261	$427,261	$539,261	$505,261	$626,261

Sales Tax (VJ738541)	Fund Code	2021/22	2022/23	2023/24	2024/25	2025/26
Expenditures	STP	$23,868,897	$21,137,816	$25,340,134	$33,409,582	$0



Disclaimer
All provided GIS data is to be considered a generalized spatial representation which is subject to revisions. The feature boundaries are not to be used to establish legal boundaries. For specific information, contact the appropriate county department or agency. This information is provided as a visual representation for legal boundaries.

Marion County 5-Year T.I.P (FY 2021/22 - FY 2025/26)

Map Location:
\\Mcbcc1\dfs\gis_tr\Loretta.Beam\MAPS
\TIP\TIP_2021_2025_8x10_042321

Technician:LB
Printed: 04/29/2021

Marion County Office of the County Engineer
Asset Management Section
412 SE 25th Avenue
Ocala, FL 34471

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-2877 **Agenda Date:** 5/18/2021 **Agenda No.:** 7.10.9.

SUBJECT:
Request Approval of a Resolution to Vacate a Portion of the Plat of West End Ocala, as Recorded in Plat Book A, Page 57 (Budget Impact - Revenue of $350)

INITIATOR:
Tracy Straub, P.E. County Engineer

DEPARTMENT:
Office of the County Engineer

DESCRIPTION/BACKGROUND:
This is a request for approval of a Resolution by Petitioner R.L.R. Investments, LLC to vacate a portion of the plat of West End Ocala, as recorded in Plat Book A, Page 57, in accordance with F.S. Chapter 177. The Petitioner requests to vacate various lot(s) (or portions of) lying within the boundaries of Parcel 21630-002-01 and Parcel 21630-005-00. This Plat Vacation will clear any existing encroachments and allow for future development. This request was considered by the Development Review Committee on March 8, 2021 and it was the Committee's recommendation that the petition be granted.

BUDGET/IMPACT:
Revenue of $350 - Plat Vacate - BL400341 - 341903

RECOMMENDED ACTION:
Motion to adopt a Resolution to vacate a portion of the plat of West End Ocala, as recorded in Plat Book A, Page 57 and to authorize the Chair and Clerk to execute the same.

LEGAL REQUEST MEMORANDUM (LRM)

To: ☐ Matthew Minter, County Attorney ☐ Dana E. Olesky, Chief Asst County Attorney ☑ Elizabeth Alt, Sr Asst County Attorney ☐ Russell Ward, Asst County Attorney ☐ William Harris, Asst County Attorney

From: (Name) Hubbuck (Last) Shawn (First) (Dept) Office of the County Engineer - 4121

(Title) Right of Way Manager (Phone) (352) 671-8699

Signature S L A Hubbuck Date Monday, March 22, 2021

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 for approval of a Resolution to vacate a portion of the plat located in West End Ocala, Plat Book A Page 57, associated with petition(s) submitted by RLR Investments, LLC. This request includes two (2) applications that have been combined since there are the same applicants associated with the same subdivision. In accordance with F.S. Chapter 177., the Petitioner requests to vacate various lot(s) (or portions of), in order to clear any existing encroachments and allow for future development. This request was considered by the Development Review Committee on March 8, 2021 and it was the Committee's recommendation that the petition be granted.

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

(Name) Luciano (Last) Ashley (First) (Title) Staff Assistant III (Phone) (352) 671-8669

COMPLETION IS REQUESTED BY: *(specific date)* Tuesday, April 6, 2021

Please allow for a MINIMUM of five (5) working days from receipt of LRM:

Agenda Item? ☑ Yes ☐ No

Agenda Deadline Date: Tuesday, May 4, 2021 Agenda Date: Tuesday, May 18, 2021

LRM No 2021-212 DO NOT COMPLETE - Office of the County Attorney use ONLY

Outcome: Approved as to form.

Date Received: Marion County Attorney MAR 23 2021 RECEIVED

Attorney Signature: Debra Beachy Date 3-26-2021

Staff Signature: Debra Beachy (Completed) Returned: ☑ Department ☐ Admin ☐ Procurement

3/26/2021

Rev 12/21/17

This Instrument Prepared by:
Office of the County Engineer
Marion County, Florida
412 SE 25th Ave.
Ocala, FL 34471

Record and Return to:
Marion County
Office of the County Engineer
412 SE 25th Avenue
Ocala, FL 34471

RESOLUTION NO. 21 - R - _____

RESOLUTION TO VACATE A PORTION OF PLAT OF WEST END OCALA AS RECORDED IN PLAT BOOK A PAGE 57 PUBLIC RECORDS OF MARION COUNTY, FLORIDA

WHEREAS, R.L.R. Investments, LLC, has petitioned the Board of County Commissioners of Marion County, Florida to vacate that certain portion of the Plat of West End Ocala, Plat Book A, Page 57 as described on attached Exhibit 'A'; and

WHEREAS, R.L.R. Investments, LLC is the owner(s) in fee simple of all platted lands described above except dedicated public areas as may therein be included; and

WHEREAS, the Development Review Committee has reviewed the petition and has recommended approval; and

WHEREAS, it appears that owners of property in the vicinity of the lands herein described and the general public will not be adversely affected by vacating that certain portion of said Plat; and

WHEREAS, petitioner has caused the Notice of Intention to Vacate A Portion of the Plat to be published in a newspaper of general circulation, as required by Chapter 177, Florida Statutes, and all persons through such notice were invited to comment; and

WHEREAS, in accordance with Florida Statute 177.101, petitioner hereby requests that the Marion County Board of County Commissioners take appropriate action, including the adoption of a resolution confirming the vacation of that certain portion of the Plat; and

NOW, THEREFORE, BE IT RESOLVED, that the Marion County Board of County Commissioners does hereby vacate that certain portion of the Plat of West End Ocala, Plat Book A, Page 57 as described on attached Exhibit 'A'. All rights and interests of Marion County and the public existing in the platted lands are hereby disclaimed and abandoned; and

DULY ADOPTED in a regular session this _____ day of _____ 2021.

ATTEST:

MARION COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

_____
GREGORY C. HARRELL,
CLERK OF THE COURT

BY: _____
JEFF GOLD, CHAIRMAN

FOR USE AND RELIANCE OF MARION COUNTY ONLY,
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
ELIZABETH ALT,
SENIOR ASSISTANT COUNTY ATTORNEY

Exhibit 'A'

THAT PORTION OF WEST END OCALA, AS PER PLAT THEREOF RECORDED IN PLAT BOOK "A", PAGE 57 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

ALL OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 24, 41 & 56
AND
PORTIONS OF LOTS 25, 26, 27, 28, 29, 30, 31, 32, 10, 23, 42 & 55, LYING WITHIN THE BOUNDARIES OF PARCEL ID NUMBER 21630-005-00 & 21630-002-01.

Voice of South Marion

P.O. Box 700, Belleview, Florida 34421 (352) 245-3161

Published Weekly

Belleview, Marion County, Florida

STATE OF FLORIDA
COUNTY OF MARION

Before the undersigned authority personally appeared Sandy Waldron, who on oath says that she is Publisher of the Voice of South Marion, a weekly newspaper published at Belleview, in Marion County, Florida; that the attached copy of advertisement, being a:

Notice of Intention

in the matter of

R.L.R. Investments, LLC

was published in said newspaper in the issues of:

April 1, 8, 2021

Affiant further says the said Voice of South Marion is a newspaper published at Belleview, in said Marion County, Florida, and that the said newspaper has heretofore been continuously published in said Marion County, Florida, each Thursday and has been entered as second class mail matter at the post office in Ocala, in said Marion County, Florida for a period of 1 year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me by means of ☒ physical presents or ☐ online notarization this

08 day of April 2021

Sandy Waldron

By Sandy Waldron

who is personally known to me

(Signature of Notary Public)

Diane Drake

(Printed Name of Notary Public)

(Notary Public)

Diane Drake
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG126245
Expires 8/14/2021

NOTICE OF INTENTION TO VACATE PLAT OR PORTION OF THE PLAT OF
WEST END OCALA

Notice is hereby given that, R.L.R. Investments, LLC, proposes to petition the Board of County Commissioners of Marion County, Florida to adopt a Resolution to vacate and annul that certain Plat or portion of the Plat of West End Ocala. The property to be vacated and annulled is described as follows:

THAT PORTION OF WEST END OCALA, AS PER PLAT THEREOF RECORDED IN PLAT BOOK "A", PAGE 57 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:
ALL OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 24, 41 & 56 AND
PORTIONS OF LOTS 25, 26, 27, 28, 29, 30, 31, 32, 10, 23, 42 & 55, LYING WITHIN THE BOUNDARIES OF PARCEL ID NUMBER 21630-005-00 & 21630-002-01.

This procedure shall be in accordance with the provisions of Chapter 177, Florida Statutes. The Board shall consider a petition for vacation and resolution to vacate after required publication of this notice. Persons wishing to do so should provide their written comments on this subject to the Office of the County Engineer, 412 SE 25th Avenue, Ocala, Florida, 34471, prior to the 26th day of April, 2021.
Apr. 1, 8, 2021 28-2tc

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 Plat Vacation

Chapter 177 F.S. provides that the governing bodies of the counties of the state may adopt resolutions vacating plats in whole or in part of subdivisions in said counties, returning the property covered by such plats either in whole or in part into acreage. Before such resolution of vacating any plat either in whole or in part shall be entered by the governing body of a county, it must be shown that the persons making application for said vacation own the fee simple title to the whole or that part of the tract covered by the plat sought to be vacated, and it must be further shown that the vacation by the governing body of the county will not affect the ownership or right of convenient access of persons owning other parts of the subdivision.

All information must be typed or legibly written

1. APPLICANT INFORMATION: Date: 02/18/2021

   Applicant: RLR Investments, LLC

   Address: 600 Gilliam Road City: Wilmington State: OH Zip: 45177

   Agent / Contact: Michael J. Cooper, Esquire and Stephanie Emrick, Esquire

   Phone Number: 732-4500 / 376-5242 Fax Number: _____ Cell: _____

   E-mail: mcooper@michaeljcooper.com / emrick@scwlegal.org

   Attach documentation, which establishes applicant as a qualified entity to request vacating tract under provisions of Chapter 177 F.S. A copy of the deed of record may be obtained from the Clerk's website:
   http://216.255.240.38/wb_or1/or_sch_1.asp

2. PROPERTY INFORMATION:

   Parcel Number(s): 21630-002-01 & 21630-005-00

   Subdivision Name: West End Ocala Unit/Block/Lot: _____ / _____ / _____

   Parcel Size: 106.78 +/ - Sec/Twp/Rge: 8 & 7 / 15 / 21 Plat Bk/Pg A / 57

   Attach a plat map and an aerial photo that includes the requested property highlighted and the surrounding area. Aerial photo may be printed from the Marion County website at:
   https://maps.marioncountyfl.org/interactivemap/

   Are any other applications pending? ☐ Yes ☑ No

   ☐ Variance ☐ Family Division ☐ Site Plan Approval ☐ Other: _____

3. PURPOSE / REASON FOR REQUEST TO VACATE PLAT – check all that apply and describe below:

   ☐ Code Violation (attach copy of letter citing violation)

   ☑ To clear an existing encroachment

   ☐ Family Division

   ☐ To allow for construction of:

   ☐ Pool ☐ Screened Pool/Deck ☐ Building Addition ☐ Other

   _____

   _____

   _____

   _____

   _____

Form PV-AP

PETITION TO VACATE A PLAT
OR PORTION OF THE PLAT OF
WEST END OCALA

Plat Book A **Page** 57

Whereas, R.L.R. INVESTMENTS, L.L.C., Petitioner, herewith petitions the Board of County Commissioners of Marion County, Florida, in accordance with the provisions of Chapter 177, Florida Statutes, to adopt a Resolution to vacate certain platted lands described as follows, to wit:

SEE ATTACHED EXHIBIT 'A'

Whereas, said Petitioner states and represents to the Board of County Commissioners of Marion County, Florida, that the above platted lands are owned in fee simple except for such dedicated public areas as may therein be included; and

Whereas, said Petitioner presents this Petition to the Board of County Commissioners of Marion County, Florida, complete with proof of publication of the intention to annul the platted lands above described, proof of ownership of the platted lands and certify that the taxes on said platted lands above have been paid;

Now therefore, Petitioner respectfully requests the Board of County Commissioners to vacate the platted lands above described, in accordance with the provisions of Chapter 177, Florida Statutes and to adopt and record a Resolution declaring the same.

DATE: March 17, 2020

BY: _____ (Signature) Michael J. Cooper, Esq.
Michael J. Cooper, Esq. (Print Name)

320 NW Third Avenue, Ocala, FL 34475 (Address)
(352) 732-4500 x705 (Phone)

BY: _____ (Signature)
_____ (Print Name)

_____ (Address)
_____ (Phone)

Form PV-P

EXHIBIT ‘A’

THAT PORTION OF WEST END OCALA, AS PER PLAT THEREOF RECORDED IN PLAT BOOK "A", PAGE 57 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

ALL OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 24, 41 & 56
AND
PORTIONS OF LOTS 25, 26, 27, 28, 29, 30, 31, 32, 10, 23, 42 & 55, LYING WITHIN THE BOUNDARIES OF PARCEL ID NUMBER 21630-005-00 & 21630-002-01.

PETITION TO VACATE A PLAT OR PORTION OF THE PLAT OF WEST END OF OCALA, PLAT BOOK A, PAGE 57

Whereas, RLR Investments, LLC, Petitioner, herewith petitions the Board of County Commissioners of Marion County, Florida, in accordance with the provisions of Chapter 177, Florida Statutes, to adopt a Resolution to vacate certain platted lands described as follows, to wit:

See Attached Exhibit "A"

Whereas, Petitioner hereby states and represents to the Board of County Commissioners of Marion County, Florida, that the above described platted lands are owned in fee simple except for such dedicated to public areas as may therein be included; and

Whereas, Petitioner presents this Petition to the Board of County Commissioners of Marion County, Florida, complete with proof of publication of the intention to annul the platted lands above described, proof of ownership of the platted lands and certify that the taxes on said platted lands above have been paid;

Now therefore, Petitioner, respectfully requests the Board of County Commissioners to vacate the platted lands above described, in accordance with the provision of Chapter 177, Florida Statutes and to adopt and record a Resolution declaring the same.

Date: 12-4-2020

BY: _____
(Signature)

Donald R. DeLuca
Vice President and General Counsel
(Print Name)

_____
(Signature)

_____
(Print Name)

600 Gillam Rd
(Address)

Wilmington, OH 45177
(City, State, Zip)

239 275 2300
(Phone)

EXHIBIT ‘A’

THAT PORTION OF WEST END OCALA, AS PER PLAT THEREOF RECORDED IN PLAT BOOK "A", PAGE 57 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

ALL OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 24, 41 & 56
AND
PORTIONS OF LOTS 25, 26, 27, 28, 29, 30, 31, 32, 10, 23, 42 & 55, LYING WITHIN THE BOUNDARIES OF PARCEL ID NUMBER 21630-005-00 & 21630-002-01.

LOTS / PORTIONS OF LOTS PROPOSED TO BE VACATED AND PRESENTED TO THE MCBCC ON MAY 18, 2021

57

A - 57



Plat of
Sec. 17. T. 15, S. R. 21 E.
WEST END, OCALA
Fire Ace. lots.

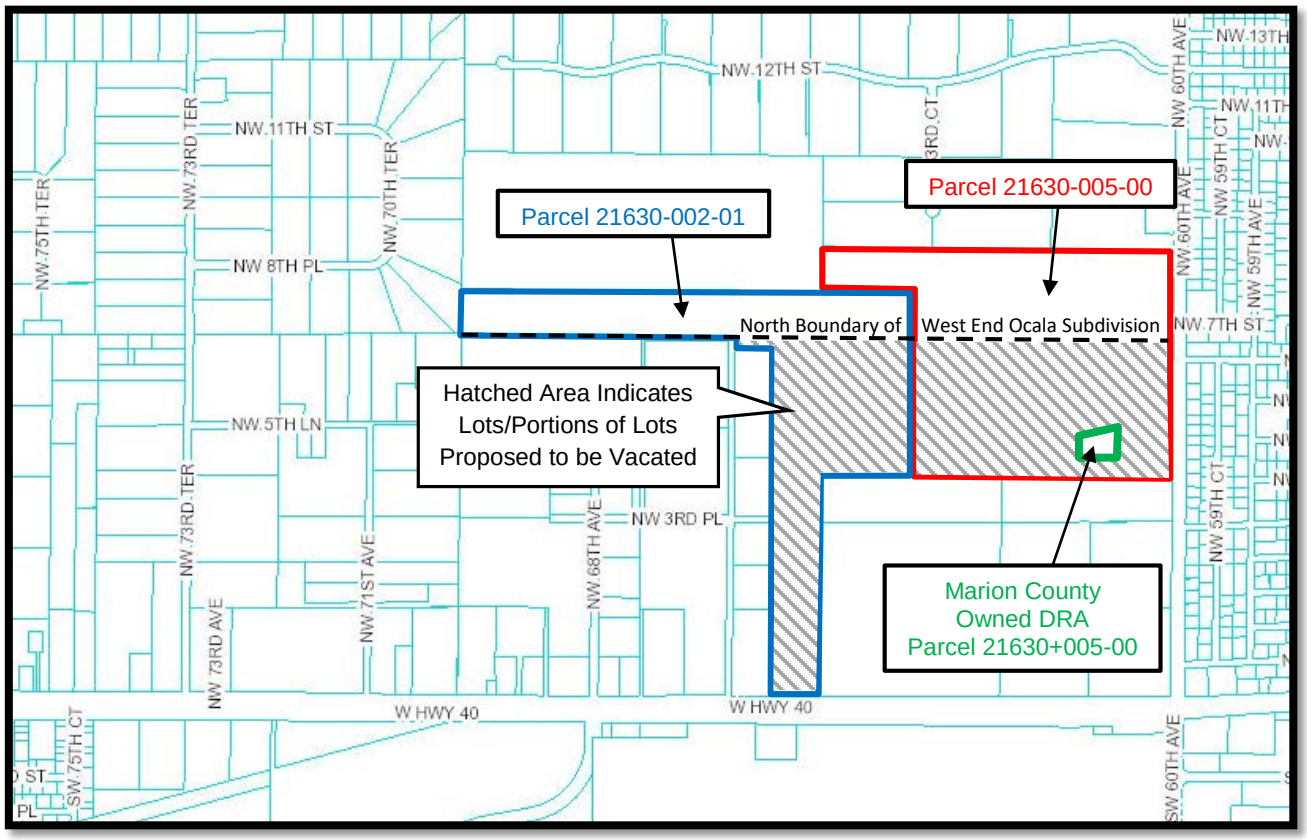
S.H. Richmond, Surveyor & Draughtsman
1889

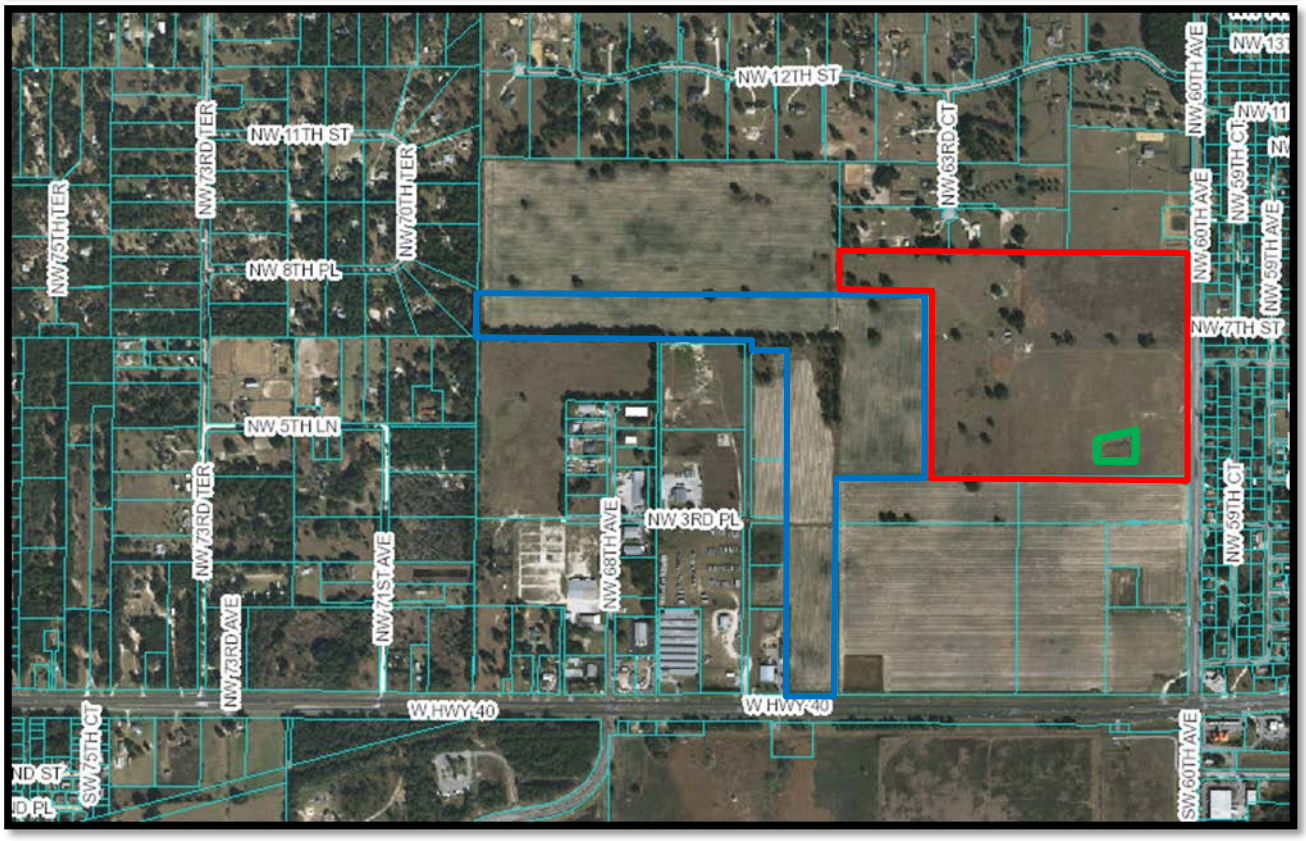
Filed and Recorded this
30th day of Nov. A.D. 1889
D.A. Miller, Clerk.

A 57

Location Map

West End Ocala
Plat Book A, Page 57
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 24, 41 & 56
And portions of
Lots 25, 26, 27, 28, 29, 30, 31, 32, 10, 23, 42 & 55
Lying within the boundaries of
Parcel 21630-002-01 & 21630-005-00
Size: 106.78 Acre +/-





Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3092 **Agenda Date:** 5/18/2021 **Agenda No.:** 7.11.1.

SUBJECT:
Request Approval for Water Main Extension Connection Agreement 21-SA-02-O Between Kamille Gomez and Marion County Utilities (MCU) (Budget Impact - None)

INITIATOR:
Jody Kirkman, P.E. Environmental Services Director

DEPARTMENT:
Utilities

DESCRIPTION/BACKGROUND:
The Water Main Extension Connection 21-SA-02-O requires the Owner to perform necessary improvements to obtain water service their lot. The extension constructed to serve the Owner's lot will also create a benefit for eight (8) additional parcels along the route of the water line extension.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to approve and authorize the chairman to sign the Water Main Extension Connection Agreement 21-SA-02-O.

LEGAL REQUEST MEMORANDUM (LRM)

To: ☐ Matthew Minter, County Attorney ☐ Dana E. Olesky, Chief Assistant County Attorney ☑ Elizabeth Alt, Senior Assistant County Attorney ☐ Russell Ward, Assistant County Attorney

From: (Name) Kirkman (Last) Jody (First) (Dept) Utilities - 7130

(Title) Director, Office of Environmental Services (Phone)

Signature Date 3/15/21

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 an original applicant-signed main line extension agreement, necessary to extend infrastructure to serve initiating lot(s) on Exhibit 1.

After Legal approval, please return to Utilities; it will be presented at the next possible Board meeting.

21-SA-02 / 8004-0471-12 Marion Oaks / Gomez

3-10-21

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

3-5-21

(Name) Hyde (Last) Carrie (First) (Title) Development Review Officer (Phone) 6168

COMPLETION IS REQUESTED BY: *(specific date)*

Please allow for a MINIMUM of five (5) working days from receipt of LRM:

Agenda Item? ☑ Yes ☐ No

Agenda Deadline Date: TBD Agenda Date: TBD/ASAP

LRM No. 2021-199 DO NOT COMPLETE - Office of the County Attorney use ONLY

Outcome:

Approved as to form.

Date Received:

Marion County Attorney
MAR 17 2021
RECEIVED

Attorney Signature: Date 4-16-2021

Staff Signature: Completed Returned: ☑ Department ☐ Admin ☐ Procurement

4/16/2021

Rev 12/21/17

MARION COUNTY WATER MAIN EXTENSION CONNECTION AGREEMENT NO: 21-SA-02-O

SECTION 1. REQUEST. Property owner ("Owner") Kamille Gomez whose complete and principal address is 4922 Ivywild Ave, Hillard, OH 43026-9192, hereby requests, through payment of the non-refundable application fee and execution of this Agreement ("Agreement"), that Marion County ("County") provide service from its central utility system ("System") to Owner's parcel(s) below and as depicted on the map attached herein as "Exhibit 1." By entering into this Agreement with County, Owner understands its obligation to extend the water main line ("Main") per engineered construction plans is at its sole expense.

Parcel ID Number	Use (Structure Type)	Number of Units
8004-0471-12	Single Family Residence	one (1)

SECTION 2. BENEFITTING PARCEL(S). Main is proposed to extend past unserved parcel(s), including any future division of said parcel(s) ["Benefitting Parcel(s)"] below:

8004-0470-06	8004-0470-07	8004-0470-08	8004-0470-09

Owner agrees that time is of the essence for the whole of this project. In order to preserve fair market conditions and using best available information at the time of this Agreement, Owner shall **(a) accept County's bid price of $15,797.00 for which Owner agrees to be liable; authorizing County to bill same; and authorizing County to coordinate Main construction pursuant to Owner's permit oversight and processing**, or (b) select Owner's preferred contractor to construct Main, providing a copy of its accepted contractor's proposal at a cost not to exceed $15,797.00 to County within 30 calendar days, and provide for construction commencement within 90 calendar days; both schedules relative to the date this Agreement is recorded in the public records of Marion County, Florida. If Owner fails to perform timely, County may cancel this Agreement without penalty, no sooner than 10 calendar days of the issuance date of County's default notice to Owner. A portion of construction costs expended by Owner may be recoverable by Owner if (a) Owner has not defaulted under any monetary obligation owed to County with regard to County's utility service to Owner, and (b) a Benefitting Parcel connects to County's System within a period not to exceed seven (7) years from Main's DEP Clearance date on file with County. County will collect a pro-rata cost ("Share") of any Benefitting Parcel identified in Section 2 prior to connection to its System. If said conditions are met, a **Benefitting Parcel Share of $3,159.40** will be collected by County and remitted to Owner's address on file, less any delinquent amount owed by Owner to County with regard to County's utility service to Owner. Notwithstanding anything to the contrary, Owner shall not be entitled to any reimbursement from the transmission component of applicable County capital charges by virtue of constructing Main. Owner acknowledges by signature of this Agreement that circumstances outside County's control could result in NO REIMBURSEMENT to Owner from any Benefitting Parcel.

SECTION 3. PERMISSION TO CONNECT. County's execution of this Agreement creates no vested rights and shall not be construed as a guarantee of service capacity. County may permit connections to its System only if it may lawfully do so or would not thereby violate any permit, license, restriction, injunctions, moratorium or denial of permission to connect imposed or issued by any court of competent jurisdiction or by any applicable governmental agency. County agrees to not unreasonably deny connection to its System. County makes no other representation or agreement as to the availability of service in connection with development of the properties described in this Agreement. By entering into this Agreement, Owner acknowledges the stated limits on the permissibility to connect and hereby waives and relinquishes any right, claim, cause of action or other remedy whatsoever against County arising from, or as a result of Owner reasonably being denied connection. Once granted, the ability of Owner to connect provided by this Agreement shall be valid for a period of one (1) year from its recording date. This Agreement is non-transferable. Connection is conditioned upon and may not occur before the receipt of all necessary governmental permits, licenses, and approvals for, and completion of construction connected to System. Owner agrees to be responsible for constructing the distribution and transmission facilities in accordance with this

Agreement. This Agreement may be immediately and unilaterally terminated by the County without penalty for any default of this Agreement, to include: (a) Owner's violation or non-compliance with the provisions of this Agreement; (b) failure of Owner to fully perform any monetary obligation owed to County with regard to County's Utility service to Owner; (c) failure of Owner to comply with any conditions or requirements contained in any permits necessary for the project contemplated herein; (d) misrepresentation of fact in Owner's application; (e) failure to timely establish a new service account as needed; or (e) violation of any governing laws, rules, regulations, or codes.

SECTION 4. ACCEPTANCE BY OWNER. Owner agrees to connect to and to be served by the System for parcel(s) identified in Section 1 and to be bound fully by all applicable laws, rules, regulations, and codes, as well as any conditions and/or requirements of any permits necessary for the project contemplated herein. The party executing this Agreement certifies it is fully authorized to bind Owner and understands the penalties for misrepresentation. Owner shall indemnify, defend, and hold harmless, release, and forever discharge County and its officers, board members, employees, agents, and instrumentalities, from and against any and all fines, suits, claims, demands, penalties, liabilities, costs or expenses, losses settlements, judgments and awards and action of whatever kind or nature arising out of, relating to, or resulting from the performance of this Agreement, including a reasonable attorney's fees and costs (and a reasonable attorney's fee and costs on appeal) and damages (including, but not limited to, actual and consequential damages) arising from any negligent, willful or wrongful misconduct, knowing misrepresentation or breach of this Agreement by Owner, its employees, agents, or subcontractors, to the extent that any such claim, damages, loss, or expenses is caused by any acts or omissions of Owner or anyone directly or indirectly employed by Owner. Nothing in this Agreement shall be construed in any way to alter County's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes. Owner hereby accepts all terms and conditions of this Agreement, and agrees to be bound hereby.

ACCEPTED AND AGREED TO BY OWNER:

OWNER: Kamille Gomez

Signed

Kamille Gomez 02/23/21

Printed, Title Date

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF:

WITNESS: Jean M Harvey

Jean M Harvey 2/23/21

Printed Date

WITNESS: Crystal Harv

Crystal Harvey 2-23-21

Printed Date

STATE OF 23rd, COUNTY OF February, 2021

The foregoing **Water Main Extension Connection Agreement 21-SA-02-O** was acknowledged before me by means of ☒physical presence or _____online notarization this 23rd day of February 2021 by Kamille Gomez who is _personally known to me or ✓produced identification (type/# 65205178901).

NOTARY SEAL

NOTARY PUBLIC STATE OF FLORIDA
JEAN M HARVEY
Commission # GG 146162
Expires October 17, 2021
Bonded Thru Budget Notary Services

Signature of Notary Public, State of Florida

IN WITNESS WHEREOF, the parties hereto agree to these terms as of the date approved by the County.

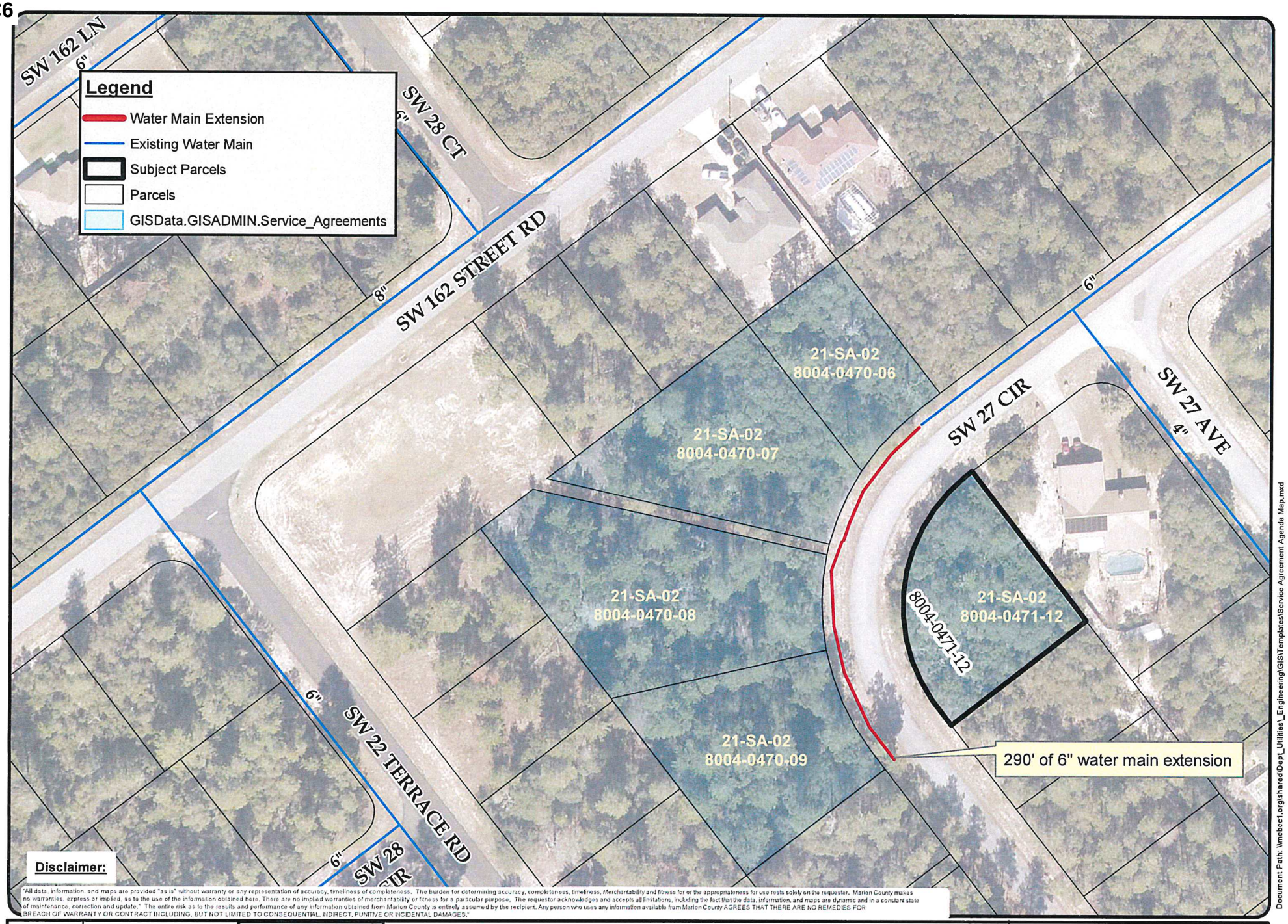
MARION COUNTY, FLORIDA,
a political subdivision of the State of Florida

Jeff Gold, Chairman Date

ATTEST:

Gregory C Harrell, Clerk Date

FOR USE AND RELIANCE BY MARION COUNTY ONLY
APPROVED AS TO FORM AND LEGAL SUFFICIENCY for: Matthew G. Minter, County Attorney



Disclaimer:

"All data, information, and maps are provided "as is" without warranty or any representation of accuracy, timeliness of completeness. The burden for determining accuracy, completeness, timeliness, Merchantability and fitness for or the appropriateness for use rests solely on the requester. Marion County makes no warranties, express or implied, as to the use of the information obtained here. There are no implied warranties of merchantability or fitness for a particular purpose. The requestor acknowledges and accepts all limitations, including the fact that the data, information, and maps are dynamic and in a constant state of maintenance, correction and update." The entire risk as to the results and performance of any information obtained from Marion County is entirely assumed by the recipient. Any person who uses any information available from Marion County AGREES THAT THERE ARE NO REMEDIES FOR BREACH OF WARRANTY OR CONTRACT INCLUDING, BUT NOT LIMITED TO CONSEQUENTIAL, INDIRECT, PUNITIVE OR INCIDENTAL DAMAGES."

Document Path: \\mcbcc1.org\shared\Dept_Utilities_Engineering\GIS\Templates\Service Agreement Agenda Map.mxd

Marion County Board of County Commissioners Utilities Department	User Name: Carrie.Hyde Date: 2/23/2021 Reference Scale: 1 " = 88 ' Approved By: bt	*Service Line Extension* *Exhibit 1 - Location Map*	21-SA-02 | PA 8004-0471-12 Kamille Gomez	*Marion County Utilities* *Water & Sewer Map*	N W E S

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3109 **Agenda Date:** 5/18/2021 **Agenda No.:** 7.11.2.

SUBJECT:
Request Approval for Water Service Agreement 19-SA-13 Between DRC24, LLC and Marion County Utilities (MCU) (Budget Impact - None)

INITIATOR:
Jody Kirkman, P.E. Environmental Services Director

DEPARTMENT:
Utilities

DESCRIPTION/BACKGROUND:
The Water Service Agreement 19-SA-13 required the Owner to perform necessary improvements to obtain water service to their lot. The extension constructed to serve the Owner's parcel on the accompanying Addendum identifies the certified construction cost for five (5) additional benefitting parcels along the route of the water line extension.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to approve and authorize the chairman to sign the Water Service Agreement 19-SA-13.

LEGAL REQUEST MEMORANDUM (LRM)

To: ☐ Matthew Minter, County Attorney ☐ Dana E. Olesky, Chief Assistant County Attorney ☑ Elizabeth Alt, Senior Assistant County Attorney ☐ Russell Ward, Assistant County Attorney

From: (Name) Kirkman (Last) Jody (First) (Dept) Utilities - 7130

(Title) Director, Office of Environmental Services (Phone)

Signature _____ Date 4/2/21

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. 2021-124
☑ Approve as to Form ☐ Other

Description of Request

Attached for review and approval is an applicant-signed main line extension agreement and addendum, necessary to extend infrastructure to serve initiating lot(s) on Exhibit 1. The resubmittal corrects items previously discussed by phone between EA/CH 3/3/21.

After Legal approval, please return to Utilities; it will be presented at the next possible Board meeting.

19-SA-13 / 8001-0166-03 Marion Oaks / DRC24 LLC

Elizabeth Alt
Carrie Hyde

3-25-2021

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

(Name) Hyde (Last) Carrie (First) (Title) Development Review Officer (Phone) 6168

3-23-21

COMPLETION IS REQUESTED BY: *(specific date)* _____

Please allow for a MINIMUM of five (5) working days from receipt of LRM:

Agenda Item? ☑ Yes ☐ No

Agenda Deadline Date: TBD Agenda Date: TBD/ASAP

LRM No. 2021-265 DO NOT COMPLETE - Office of the County Attorney use ONLY

Outcome:

Approved as to form.

Date Received:

Marion County Attorney
APR 8 2021
RECEIVED

Attorney Signature: _____ Date 4-16-2021

Staff Signature: Debra Veachey (Completed) Returned: ☑ Department ☐ Admin ☐ Procurement

4/16/2021

Rev 12/21/17

Marion County
Board of County Commissioners

Utilities

11800 SE U.S. Highway 441
Belleview, FL 34420
Phone: 352-307-6000
Fax: 352-307-6001

MARION COUNTY WATER SERVICE APPLICATION, PERMIT AND CUSTOMER SERVICE AGREEMENT NO. _19-SA-13____

SECTION 1. APPLICATION. The property owner ___DRC24LLC_____, at ___1936 NW 102nd Blvd, Wildwood, FL_____, zip 34785__hereby request water service as set forth below:

Parcel Identifications Number	Acreage	Proposed Anticipated Land Use	ERCs Requested	ERCs Allocated
8001-0166-03	.23 ___	____R1___	____1_____	____1____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

The applicant's project is described as follows:

Name: _DRC24LLC_____

Type: Single Family Home X Apartment Motel Other (describe):_____

Total number of units: ____1_____

Number of units per connection: __1_____

Number of bedrooms per unit: _____

Population per unit:_____

Number of connections (ERCs):_____1_____

Total population to be served: _____ Flow: _____GPD/capita

Expected average daily flow: _____ GPM: _400____GPD

I agree to be bound fully by and confirm receipt and a copy of the provisions of the Marion County Utility Service Territory, Availability, Concurrence and the Marion County Land Development Code, latest version, and the terms and conditions attached hereto as Exhibit "1." The person or persons executing this application are fully authorized to bind the property owner and agree to indemnify the county for damages the county may incur because of false representation in this application. The property owner hereby accepts all terms and conditions contained in the Rules and in other county requirements, unless the property owner withdraws this application. In order to withdraw this application, the property owner must send written notice executed in the same manner as this application by United States mail, postage prepaid, certified mail, return receipt requested, addressed to: **Utilities Director, Marion County Utilities (11800 SE US HWY 441, Belleview, FL 34420).**

SECTION 2. PERMISSION TO CONNECT

The County hereby grants the Applicant the right to connect for the contribution of _400___ gallons per day equaling ___1_____equivalent residential connections into the Marion County (**the "County"**) Water System.

IN WITNESS WHEREOF, the parties hereto agree to these terms this _____day of _____. _____.

ATTEST:

_____

Gregory C Harrell, Clerk

MARION COUNTY, FLORIDA, a political Subdivision of the State of Florida

_____

Chair, Marion County Board of County Commissioners

Print Name: _____

Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

for County Attorney

_____ _____

Print name Date

ACCEPTED AND AGREED TO BY THE OWNER:

Signed, sealed and delivered
In the presence of:

_____

Witness

Print Name: _____

Title:_____

OWNER:

Danny Cobb DRC 24 LLC

(Individual Owner or Entity Owner Name)

Signed by: _____ Danny Cobb

(print)

Title Owner MANAGER for DRC24 LLC

(if entity)

Date: 4-24-19

A. ~~BY AUTHORIZED~~ REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF MARION

BEFORE ME, the undersigned authority, personally appeared Danny Cobb, who, after being first duly sworn, acknowledged that he/she executed the foregoing agreement for the purposes therein expressed. as MANAGER for DRC24 LLC.

WITNESS my hand and official seal this 24th day of April, 2019 in the County and State last aforesaid.

(SEAL)

Katlyn D Porter

Signature, Notary Public, State of Florida

✓ Personally Known
OR
_____ Produced Identification

Type of Identification Produced:_____

KATLYN G PORTER
MY COMMISSION # FF963652
EXPIRES February 27, 2020
(407) 398-0153 FloridaNotaryService.com

EXHIBIT "1"
TERMS AND CONDITIONS TO WATER SERVICE APPLICATION

The following terms and conditions apply to this Agreement:

(1) Marion County Code
(2) Marion County Land Development Code
(3) Marion County Rate Resolutions and Ordinances

(4) The issuance of this permit creates no vested rights and shall not be construed as a guarantee of water service capacity. The County may permit connections to its water system only if it may lawfully do so and would not thereby violate any permit, license, restriction, injunctions, moratorium or denial of permission to connect imposed or issued by any court of competent jurisdiction or by any applicable governmental agency. The County makes no other representation or agreement as to the availability of water service in connection with the development of the property described in this permit. The permittee expressly agrees that it shall have no claim or cause of action against the County for its observance of these rules or any such permit, license, restriction, injunction, moratorium or denial of permission to connect its sanitary water lines into the County's Water System. By acceptance of this permit, the permittee hereby waives and relinquishes any right, claim, cause of action or other remedy whatsoever against the County arising from or as a result of the County's refusal to permit the permittee to connect to the County's Water System for observance of these rules or for the reason that the connection would violate such permit, license, restriction, injunction, moratorium or denial of permission to connect.

(5) This permit shall be valid for a period of five (5) years from the date of issuance hereof in accordance with the provisions of the Rules, or as those Rules may be amended from time to time, and the validity hereof may be extended upon payment of the applicable rates, fees and charges of the County. Failure to pay said fees at the time and in the manner provided by the County shall cause this permit to expire. Once connection is made and service is provided to the property covered by this permit, this document shall become a customer service agreement applicable to the provision of water service to the property covered hereunder in accordance with its terms for so long and at such times said terms and conditions are complied with.

(6) This permit is transferable in accordance with the Rules.

(7) This permit may be revoked by the County for any of the following reasons: (a) Violation or non-compliance with the terms and conditions of this permit; (b) Violation or non-compliance with the provisions of the Rules; (c) Misrepresentation of fact in the permittee's application; (d) Mistake of fact, or; (e) Mistake of law.

(8) The permission to connect granted hereunder is conditioned upon and may not occur before the receipt of all necessary governmental permits, licenses, and approvals for, and completion of construction for beneficial occupancy of adequate distribution, transmission and treatment facilities at or connected to the Marion County Water System. The Applicant agrees to be responsible for providing for the distribution and transmission facilities in accordance with the Rules.

(9) The County reserves the right at anytime within ninety (90) days after receipt of the payment of water capital charges to, for any reason, refund said charges and cancel this permit. Said water capital charges shall be non-interest bearing.

(10) Customer hereby grants and gives the County the exclusive right or privilege to construct, own, maintain, and operate the water facilities in, under, over and across the Property up to and including the point of connection. Customer, as part of the Easement hereby further agrees that the foregoing grants include the necessary right of ingress and egress to any part of the Property; that the foregoing grants shall be perpetual.

(11) The Customer, its tenant(s), its successors and assigns agree to pay to the County for monthly service within thirty (30) days after statement is rendered by the County all sums due and payable as set forth in such statement. Upon failure or refusal to pay the amounts due on statements as rendered, the County may, in its sole discretion, terminate service as to the Customer.

Marion County
Board of County Commissioners

Utilities

11800 SE U.S. Highway 441
Belleview, FL 34420
Phone: 352-307-6000
Fax: 352-307-6001

MARION COUNTY ADDENDUM FOR PIPELINE EXTENSION

1. The Property Owner has this day entered into a service Application, Permit and Customer Service Agreement No. 19-SA-13 ("Agreement") with Marion County ("County"). Property Owner 1936 NW 102nd Blvd, Wildwood, FL, zip 34785 proposes to extend a 6 inch diameter PVC pipeline ~ 250 linear feet as depicted on the attached map referenced here as **Exhibit "A."** The pipeline will extend past undeveloped lots and is projected to cost Property Owner $ 11,302.97 to construct. The benefited lots have the following parcel numbers:

Parcel Identifications Number		
8001-0168-17	8001-0166-04	
8001-0168-18	8001-0166-05	
8001-0168-19	8001-0166-03 (SP)	

When the final cost of building the pipeline are certified by Property Owner to the County, then the County agrees that it shall impose a pro rata share of those costs on each lot listed herein as a condition of that lot receiving service. This pro rata share shall exclude Property Owner's pro rata share of the costs. The County agrees that for a period of seven (7) years, it shall be obligated to pay any such pro rata share collected from the owners of such lots to Property Owner as partial reimbursement for Property Owner's construction of the pipeline. Notwithstanding anything to the contrary, Property Owner shall not be entitled to any reimbursement from the transmission component of applicable County capital charges by virtue of constructing the pipeline.

2. This document constitutes as an Addendum to the Agreement, and all terms of the Agreement are herein.

IN WITNESS WHEREOF, the parties hereto agree to these terms this ____ day of _____, ____.

ATTEST:

Gregory C Harrell, Clerk

MARION COUNTY, FLORIDA, a political Subdivision of the State of Florida

Chair, Marion County Board of County Commissioners

Print Name: _____

Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

County Attorney

Print name

Date

ACCEPTED AND AGREED TO BY THE OWNER:

Signed, sealed and delivered
In the presence of:

Print Name: Jennifer Herzog

Title: Manager

OWNER:

DRC 24 LLC
(Owner or Entity Name)

Signed by: _____

Title: Owner

Date: 3-19-19

[CORPORATE SEAL]

ALEXA ARVANITIS
State of Florida-Notary Public
Commission # GG 254510
My Commission Expires
September 03, 2022

STATE OF _____

COUNTY OF _____

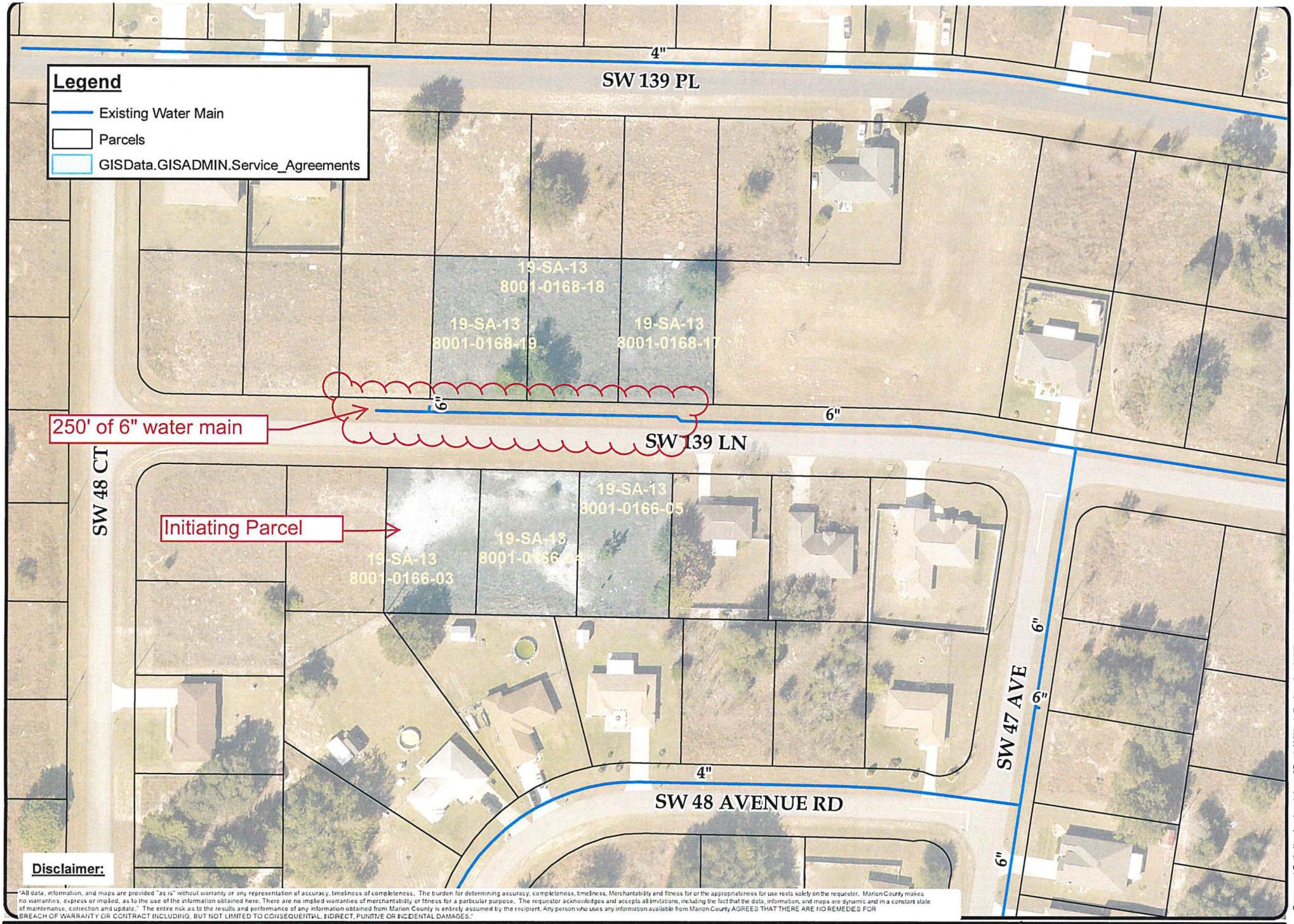
The foregoing instrument was acknowledged before me this 8 day of May, 2019 by Danny Cobb of DRC 24 LLC, a _____ authorized to do business in the State of Florida, on behalf of the LLC. He/she is personally known XX to me or has produced PERSONALLY KNOWN as identification and did (did not) take an oath.

Signature

Alexa Arvanitis
Typed, printed or stamped name

Title or rank

Serial number (if any)



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Marion County Board of County Commissioners Utilities Department	User Name: Carrie.Hyde Date: 2/8/2021 Reference Scale: 1 " = 104 ' Approved By: bt	*Service Line Extension Exhibit 1 - Location Map*	19-SA-13 | PA 8001-0166-03 DRC24, LLC	*Marion County Utilities Water & Sewer Map*

N W-

944

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3110 **Agenda Date:** 5/18/2021 **Agenda No.:** 7.11.3.

SUBJECT:
Request Approval for Water Main Extension Connection Agreement 20-SA-35-O Between D32 Invest, LLC and Marion County Utilities (MCU) (Budget Impact - None)

INITIATOR:
Jody Kirkman, P.E. Environmental Services Director

DEPARTMENT:
Utilities

DESCRIPTION/BACKGROUND:
The Water Main Extension Connection Agreement 20-SA-35-O requires the Owner to perform necessary improvements to obtain water service to their lot. The extension constructed to serve the Owner's parcel will also create a benefit for one (1) additional parcel along the route of the water line extension.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to approve and authorize the chairman to sign the Water Main Extension Connection Agreement 20-SA-35-O.

LEGAL REQUEST MEMORANDUM (LRM)

To: ☐ Matthew Minter, County Attorney ☐ Dana E. Olesky, Chief Assistant County Attorney ☑ Elizabeth Alt, Senior Assistant County Attorney ☐ Russell Ward, Assistant County Attorney

From: (Name) Kirkman (Last) Jody (First) (Dept) Utilities - 7130

(Title) Director, Office of Environmental Services (Phone)

Signature Date 3/15/21

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. 2021-117
☑ Approve as to Form ☐ Other

Description of Request

Attached for review and approval is an original applicant-signed main line extension agreement, necessary to extend infrastructure to serve initiating lot(s) on Exhibit 1.
After Legal approval, please return to Utilities; it will be presented at the next possible Board meeting.

20-SA-35 / 8009-1245-23 Marion Oaks / D32 Invest

(resubmittal due to Owner/LLC name correction on signature page)

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

(Name) Hyde (Last) Carrie (First) (Title) Development Review Officer (Phone) 6168

3-5-21

COMPLETION IS REQUESTED BY: *(specific date)*

Please allow for a MINIMUM of five (5) working days from receipt of LRM:

Agenda Item? ☑ Yes ☐ No

Agenda Deadline Date: TBD Agenda Date: TBD/ASAP

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. Resubmit 2021-117

Outcome:

Approved as to form.

Date Received:

Marion County Attorney
MAR 17 2021
RECEIVED

Attorney Signature: Date 4-16-2021

Staff Signature: Debra Beachy (Completed) Returned: ☑ Department ☐ Admin ☐ Procurement

4/16/2021

Rev 12/21/17

MARION COUNTY WATER MAIN EXTENSION CONNECTION AGREEMENT NO: 20-SA-35-O

SECTION 1. REQUEST. Property owner ("Owner") D32 Invest, LLC whose complete and principal address is 7988 Via Dellagio Way, Suite 206, Orlando, FL 32819, hereby requests, through payment of the non-refundable application fee and execution of this Agreement ("Agreement"), that Marion County ("County") provide service from its central utility system ("System") to Owner's parcel(s) below and as depicted on the map attached herein as "Exhibit 1." By entering into this Agreement with County, Owner understands its obligation to extend the water main line ("Main") per engineered construction plans is at its sole expense.

Parcel ID Number	Use (Structure Type)	Number of Units
8009-1245-23	Single Family Residence	one (1)

SECTION 2. BENEFITTING PARCEL(S). Main is proposed to extend past unserved parcel(s), including any future division of said parcel(s) ["Benefitting Parcel(s)"] below:

8009-1246-06

Owner agrees that time is of the essence for the whole of this project. In order to preserve fair market conditions and using best available information at the time of this Agreement, Owner shall (a) accept County's bid price of $16,267.60 for which Owner agrees to be liable; authorizing County to bill same; and authorizing County to coordinate Main construction pursuant to Owner's permit oversight and processing, or **(b) select Owner's preferred contractor to construct Main, providing a copy of its accepted contractor's proposal at a cost not to exceed $16,267.60** to County within 30 calendar days, and provide for construction commencement within 90 calendar days; both schedules relative to the date this Agreement is recorded in the public records of Marion County, Florida. If Owner fails to perform timely, County may cancel this Agreement without penalty, no sooner than 10 calendar days of the issuance date of County's default notice to Owner. A portion of construction costs expended by Owner may be recoverable by Owner if (a) Owner has not defaulted under any monetary obligation owed to County with regard to County's utility service to Owner, and (b) a Benefitting Parcel connects to County's System within a period not to exceed seven (7) years from Main's DEP Clearance date on file with County. County will collect a pro-rata cost ("Share") of any Benefitting Parcel identified in Section 2 prior to connection to its System. If said conditions are met, **a Benefitting Parcel Share of $8,133.80** will be collected by County and remitted to Owner's address on file, less any delinquent amount owed by Owner to County with regard to County's utility service to Owner. Notwithstanding anything to the contrary, Owner shall not be entitled to any reimbursement from the transmission component of applicable County capital charges by virtue of constructing Main. Owner acknowledges by signature of this Agreement that circumstances outside County's control could result in NO REIMBURSEMENT to Owner from any Benefitting Parcel.

SECTION 3. PERMISSION TO CONNECT. County's execution of this Agreement creates no vested rights and shall not be construed as a guarantee of service capacity. County may permit connections to its System only if it may lawfully do so or would not thereby violate any permit, license, restriction, injunctions, moratorium or denial of permission to connect imposed or issued by any court of competent jurisdiction or by any applicable governmental agency. County agrees to not unreasonably deny connection to its System. County makes no other representation or agreement as to the availability of service in connection with development of the properties described in this Agreement. By entering into this Agreement, Owner acknowledges the stated limits on the permissibility to connect and hereby waives and relinquishes any right, claim, cause of action or other remedy whatsoever against County arising from, or as a result of Owner reasonably being denied connection. Once granted, the ability of Owner to connect provided by this Agreement shall be valid for a period of one (1) year from its recording date. This Agreement is non-transferable. Connection is conditioned upon and may not occur before the receipt of all necessary governmental permits, licenses, and approvals for, and completion of construction connected to System. Owner agrees to be responsible for constructing the distribution and transmission facilities in accordance with this

Agreement. This Agreement may be immediately and unilaterally terminated by the County without penalty for any default of this Agreement, to include: (a) Owner's violation or non-compliance with the provisions of this Agreement; (b) failure of Owner to fully perform any monetary obligation owed to County with regard to County's Utility service to Owner; (c) failure of Owner to comply with any conditions or requirements contained in any permits necessary for the project contemplated herein; (d) misrepresentation of fact in Owner's application; (e) failure to timely establish a new service account as needed; or (e) violation of any governing laws, rules, regulations, or codes.

SECTION 4. ACCEPTANCE BY OWNER. Owner agrees to connect to and to be served by the System for parcel(s) identified in Section 1 and to be bound fully by all applicable laws, rules, regulations, and codes, as well as any conditions and/or requirements of any permits necessary for the project contemplated herein. The party executing this Agreement certifies it is fully authorized to bind Owner and understands the penalties for misrepresentation. Owner shall indemnify, defend, and hold harmless, release, and forever discharge County and its officers, board members, employees, agents, and instrumentalities, from and against any and all fines, suits, claims, demands, penalties, liabilities, costs or expenses, losses settlements, judgments and awards and action of whatever kind or nature arising out of, relating to, or resulting from the performance of this Agreement, including a reasonable attorney's fees and costs (and a reasonable attorney's fee and costs on appeal) and damages (including, but not limited to, actual and consequential damages) arising from any negligent, willful or wrongful misconduct, knowing misrepresentation or breach of this Agreement by Owner, its employees, agents, or subcontractors, to the extent that any such claim, damages, loss, or expenses is caused by any acts or omissions of Owner or anyone directly or indirectly employed by Owner. Nothing in this Agreement shall be construed in any way to alter County's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes. Owner hereby accepts all terms and conditions of this Agreement, and agrees to be bound hereby.

ACCEPTED AND AGREED TO BY OWNER:

OWNER: D32 Invest, LLC

Signed

Werner Maledo. owner 2.23-2021

Printed, Title Date

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF:

WITNESS:

Jenna Stetz 2.23.21

Printed Date

WITNESS:

Joseph Reneque 2-23-2021

Printed Date

STATE OF Florida, COUNTY OF Orange

The foregoing **Water Main Extension Connection Agreement 20-SA-35-O** was acknowledged before me by means of ☒physical presence or ____online notarization this 23rd day of February, 2021 by Werner Maledo (name) as owner (capacity/title) for D32 Invest, LLC who is X personally known to me or _produced identification (type/#_____).

NOTARY SEAL

DREW LOCHER
Notary Public - State of Florida
Commission # GG 955127
My Comm. Expires Feb 9, 2024

Signature of Notary Public, State of Florida

IN WITNESS WHEREOF, the parties hereto agree to these terms as of the date approved by the County.

MARION COUNTY, FLORIDA,
a political subdivision of the State of Florida

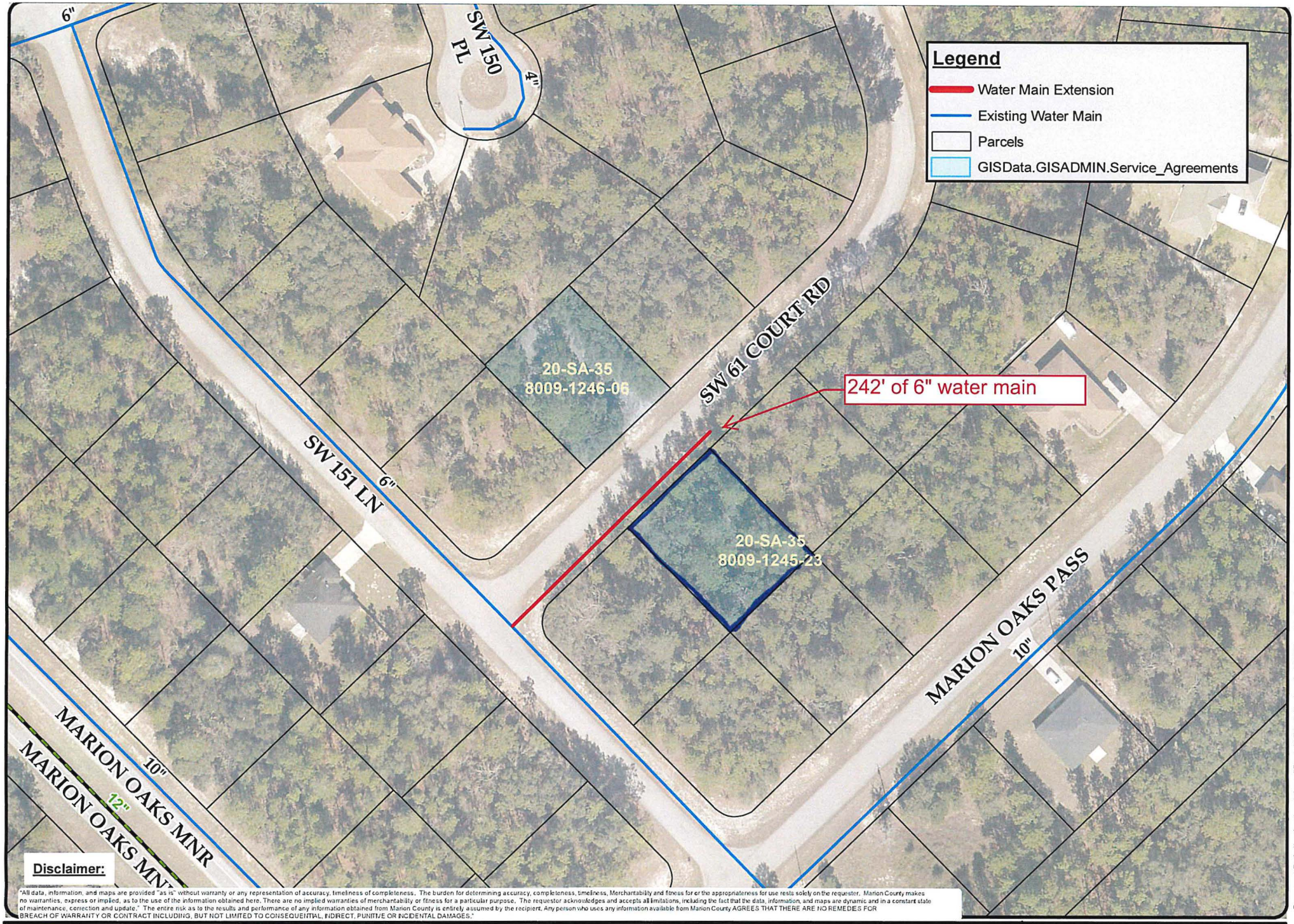
Jeff Gold, Chairman Date

ATTEST:

Gregory C Harrell, Clerk Date

FOR USE AND RELIANCE BY MARION COUNTY ONLY
APPROVED AS TO FORM AND LEGAL SUFFICIENCY

for Matthew G. Minter, County Attorney



Disclaimer:

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Document Path: \\mcbcc1.org\shared\Dept_Utilities_Engineering\GIS\Templates\Service Agreement Agenda Map.mxd

Marion County Board of County Commissioners Utilities Department	User Name: Carrie.Hyde Date: 2/8/2021 Reference Scale: 1 " = 104 ' Approved By: bt	*Service Line Extension* *Exhibit 1 - Location Map*	20-SA-35 | PA 8009-1245-23 D32 Invest, LLC	*Marion County Utilities* *Water & Sewer Map*	N W E S 949

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3111 **Agenda Date:** 5/18/2021 **Agenda No.:** 7.11.4.

SUBJECT:
Request Approval for Water Main Extension Connection Agreement 20-SA-36-O Between D32 Wholesale, LLC and Marion County Utilities (MCU) (Budget Impact - None)

INITIATOR:
Jody Kirkman, P.E. Environmental Services Director

DEPARTMENT:
Utilities

DESCRIPTION/BACKGROUND:
The Water Main Extension Connection Agreement 20-SA-36-O requires the Owner to perform necessary improvements to obtain water service to their lot. The extension constructed to serve the Owner's parcel will also create a benefit for three (3) additional parcels along the route of the water main extension.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to approve and authorize the chairman to sign the Water Main Extension Connection Agreement 20-SA-36-O.

LEGAL REQUEST MEMORANDUM (LRM)

To: ☐ Matthew Minter, County Attorney ☐ Dana E. Olesky, Chief Assistant County Attorney ☑ Elizabeth Alt, Senior Assistant County Attorney ☐ Russell Ward, Assistant County Attorney

From: (Name) Kirkman (Last) Jody (First) (Dept) Utilities - 7130

(Title) Director, Office of Environmental Services (Phone)

Signature _____ Date 2/15/21

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. 2021-123
☑ Approve as to Form ☐ Other

Description of Request

Attached for review and approval is an original applicant-signed main line extension agreement, necessary to extend infrastructure to serve initiating lot(s) on Exhibit 1.
After Legal approval, please return to Utilities; it will be presented at the next possible Board meeting.

20-SA-36 / 8009-1210-08 Marion Oaks / D32 Wholesale

(resubmittal due to Owner/LLC name correction on signature page)

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

(Name) Hyde (Last) Carrie (First) (Title) Development Review Officer (Phone) 6168

COMPLETION IS REQUESTED BY: *(specific date)* _____

Please allow for a MINIMUM of five (5) working days from receipt of LRM:

Agenda Item? ☑ Yes ☐ No

Agenda Deadline Date: TBD Agenda Date: TBD/ASAP

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. Resubmit 2021-123

Outcome:

Approved as to form.

Date Received:

Marion County Attorney
MAR 17 2021
RECEIVED

Attorney Signature: _____ Date 4-16-2021

Staff Signature: _____ (Completed) Returned: ☑ Department ☐ Admin ☐ Procurement

4/16/2021

Rev 12/21/17

MARION COUNTY WATER MAIN EXTENSION CONNECTION AGREEMENT NO: 20-SA-36-O

SECTION 1. REQUEST. Property owner ("Owner") D32 Wholesale, LLC whose complete and principal address is 7988 Via Dellagio Way, Suite 206, Orlando, FL 32819, hereby requests, through payment of the non-refundable application fee and execution of this Agreement ("Agreement"), that Marion County ("County") provide service from its central utility system ("System") to Owner's parcel(s) below and as depicted on the map attached herein as "Exhibit 1." By entering into this Agreement with County, Owner understands its obligation to extend the water main line ("Main") per engineered construction plans is at its sole expense.

Parcel ID Number	Use (Structure Type)	Number of Units
8009-1210-08	Single Family Residence	one (1)

SECTION 2. BENEFITTING PARCEL(S). Main is proposed to extend past unserved parcel(s), including any future division of said parcel(s) ["Benefitting Parcel(s)"] below:

8009-1208-07	8009-1208-08	8009-1210-07

Owner agrees that time is of the essence for the whole of this project. In order to preserve fair market conditions and using best available information at the time of this Agreement, Owner shall (a) accept County's bid price of $11,069.00 for which Owner agrees to be liable; authorizing County to bill same; and authorizing County to coordinate Main construction pursuant to Owner's permit oversight and processing, or **(b) select Owner's preferred contractor to construct Main, providing a copy of its accepted contractor's proposal at a cost not to exceed $11,069.00** to County within 30 calendar days, and provide for construction commencement within 90 calendar days; both schedules relative to the date this Agreement is recorded in the public records of Marion County, Florida. If Owner fails to perform timely, County may cancel this Agreement without penalty, no sooner than 10 calendar days of the issuance date of County's default notice to Owner. A portion of construction costs expended by Owner may be recoverable by Owner if (a) Owner has not defaulted under any monetary obligation owed to County with regard to County's utility service to Owner, and (b) a Benefitting Parcel connects to County's System within a period not to exceed seven (7) years from Main's DEP Clearance date on file with County. County will collect a pro-rata cost ("Share") of any Benefitting Parcel identified in Section 2 prior to connection to its System. If said conditions are met, a **Benefitting Parcel Share of $2,767.25** will be collected by County and remitted to Owner's address on file, less any delinquent amount owed by Owner to County with regard to County's utility service to Owner. Notwithstanding anything to the contrary, Owner shall not be entitled to any reimbursement from the transmission component of applicable County capital charges by virtue of constructing Main. Owner acknowledges by signature of this Agreement that circumstances outside County's control could result in NO REIMBURSEMENT to Owner from any Benefitting Parcel.

SECTION 3. PERMISSION TO CONNECT. County's execution of this Agreement creates no vested rights and shall not be construed as a guarantee of service capacity. County may permit connections to its System only if it may lawfully do so or would not thereby violate any permit, license, restriction, injunctions, moratorium or denial of permission to connect imposed or issued by any court of competent jurisdiction or by any applicable governmental agency. County agrees to not unreasonably deny connection to its System. County makes no other representation or agreement as to the availability of service in connection with development of the properties described in this Agreement. By entering into this Agreement, Owner acknowledges the stated limits on the permissibility to connect and hereby waives and relinquishes any right, claim, cause of action or other remedy whatsoever against County arising from, or as a result of Owner reasonably being denied connection. Once granted, the ability of Owner to connect provided by this Agreement shall be valid for a period of one (1) year from its recording date. This Agreement is non-transferable. Connection is conditioned upon and may not occur before the receipt of all necessary governmental permits, licenses, and approvals for, and completion of construction connected to System. Owner agrees to be responsible for constructing the distribution and transmission facilities in accordance with this

Agreement. This Agreement may be immediately and unilaterally terminated by the County without penalty for any default of this Agreement, to include: (a) Owner's violation or non-compliance with the provisions of this Agreement; (b) failure of Owner to fully perform any monetary obligation owed to County with regard to County's Utility service to Owner; (c) failure of Owner to comply with any conditions or requirements contained in any permits necessary for the project contemplated herein; (d) misrepresentation of fact in Owner's application; (e) failure to timely establish a new service account as needed; or (e) violation of any governing laws, rules, regulations, or codes.

SECTION 4. ACCEPTANCE BY OWNER. Owner agrees to connect to and to be served by the System for parcel(s) identified in Section 1 and to be bound fully by all applicable laws, rules, regulations, and codes, as well as any conditions and/or requirements of any permits necessary for the project contemplated herein. The party executing this Agreement certifies it is fully authorized to bind Owner and understands the penalties for misrepresentation. Owner shall indemnify, defend, and hold harmless, release, and forever discharge County and its officers, board members, employees, agents, and instrumentalities, from and against any and all fines, suits, claims, demands, penalties, liabilities, costs or expenses, losses settlements, judgments and awards and action of whatever kind or nature arising out of, relating to, or resulting from the performance of this Agreement, including a reasonable attorney's fees and costs (and a reasonable attorney's fee and costs on appeal) and damages (including, but not limited to, actual and consequential damages) arising from any negligent, willful or wrongful misconduct, knowing misrepresentation or breach of this Agreement by Owner, its employees, agents, or subcontractors, to the extent that any such claim, damages, loss, or expenses is caused by any acts or omissions of Owner or anyone directly or indirectly employed by Owner. Nothing in this Agreement shall be construed in any way to alter County's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes. Owner hereby accepts all terms and conditions of this Agreement, and agrees to be bound hereby.

ACCEPTED AND AGREED TO BY OWNER: OWNER: D32 Wholesale, LLC, a Florida limited liability company
By: D32 Invest, LLC, a Florida limited liability company
Its: Sole Member

By: _____
Werner Macedo, Manager

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF:

WITNESS: _____
Jenna Stetz 2/23/21
Printed Date

WITNESS: _____
Joseph Paneque 2-23-2021
Printed Date

STATE OF Florida, COUNTY OF Orange

The foregoing **Water Main Extension Connection Agreement 20-SA-36-O** was acknowledged before me by means of ☒physical presence or ____online notarization this 23rd day of February, 2021 by Werner Macedo as Manager of D32 Invest, LLC a Florida limited liability company, as the sole member of D32 Wholesale, LLC, a Florida limited liability company who is X personally known to me or _produced identification (type/#_____).

NOTARY SEAL

DREW LOCHER
Notary Public - State of Florida
Commission # GG 955127
My Comm. Expires Feb 9, 2024

_____
Signature of Notary Public, State of Florida

IN WITNESS WHEREOF, the parties hereto agree to these terms as of the date approved by the County.

MARION COUNTY, FLORIDA,
a political subdivision of the State of Florida

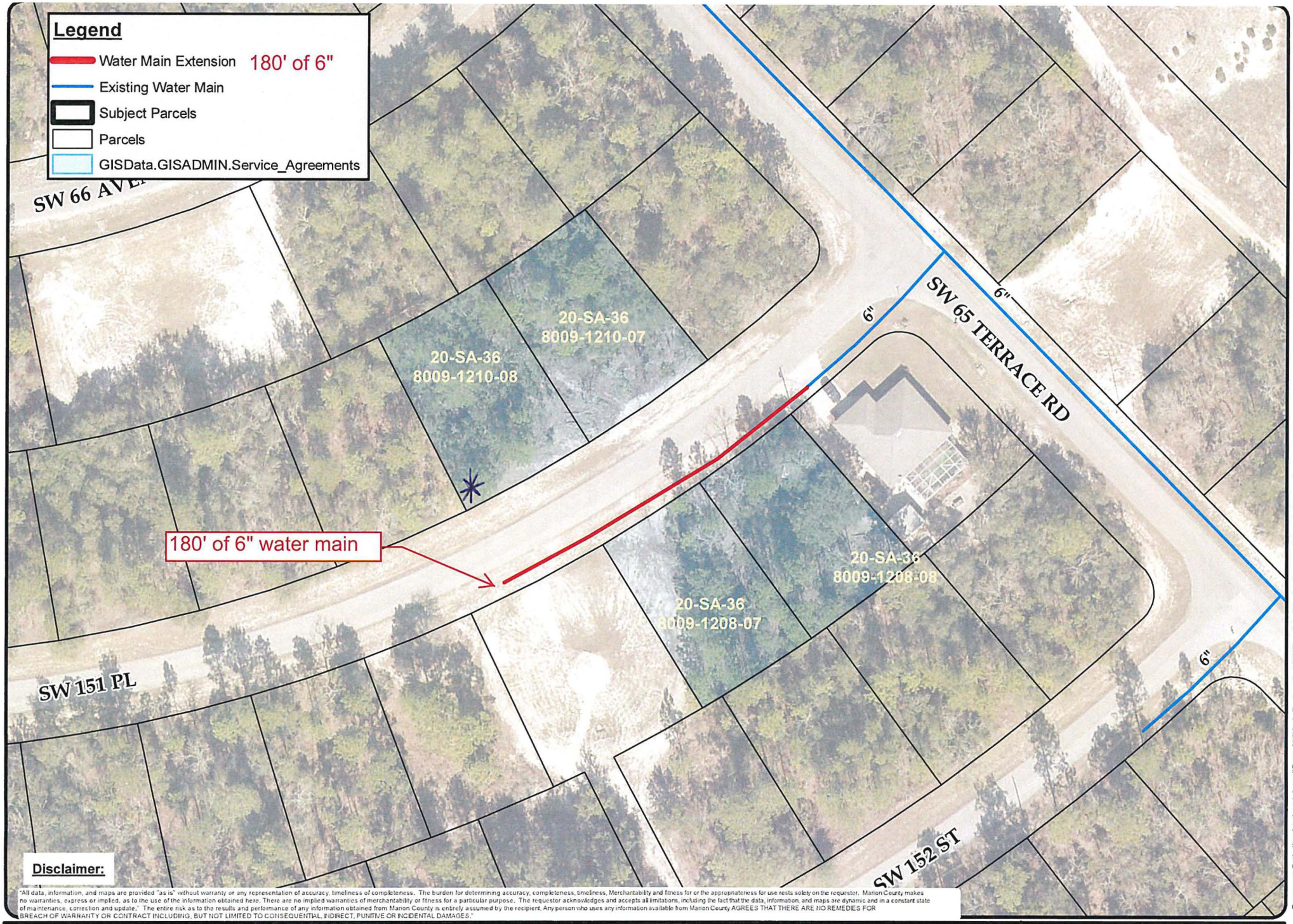
_____
Jeff Gold, Chairman Date

ATTEST:

_____
Gregory C Harrell, Clerk Date

FOR USE AND RELIANCE BY MARION COUNTY ONLY
APPROVED AS TO FORM AND LEGAL SUFFICIENCY for:

_____
Matthew G. Minter, County Attorney



Disclaimer:

"All data, information, and maps are provided "as is" without warranty or any representation of accuracy, timeliness of completeness. The burden for determining accuracy, completeness, timeliness, Merchantability and fitness for or the appropriateness for use rests solely on the requester. Marion County makes no warranties, express or implied, as to the use of the information obtained here. There are no implied warranties of merchantability or fitness for a particular purpose. The requestor acknowledges and accepts all limitations, including the fact that the data, information, and maps are dynamic and in a constant state of maintenance, correction and update." The entire risk as to the results and performance of any information obtained from Marion County is entirely assumed by the recipient. Any person who uses any information available from Marion County AGREES THAT THERE ARE NO REMEDIES FOR BREACH OF WARRANTY OR CONTRACT INCLUDING, BUT NOT LIMITED TO CONSEQUENTIAL, INDIRECT, PUNITIVE OR INCIDENTAL DAMAGES."

Marion County Board of County Commissioners Utilities Department	User Name: Carrie.Hyde Date: 2/8/2021 Reference Scale: 1 " = 78 ' Approved By: bt	*Service Line Extension* *Exhibit 1 - Location Map*	20-SA-36 | PA 8009-1210-08 D32 Wholesale, LLC	*Marion County Utilities* *Water & Sewer Map*	N 954

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3112 **Agenda Date:** 5/18/2021 **Agenda No.:** 7.11.5.

SUBJECT:
Request Approval for Water Main Extension Connection Agreement 20-SA-38-O Between D32 Wholesale, LLC and Marion County Utilities (MCU) (Budget Impact - None)

INITIATOR:
Jody Kirkman, P.E. Environmental Services Director

DEPARTMENT:
Utilities

DESCRIPTION/BACKGROUND:
The Water Main Extension Connection Agreement 20-SA-38-O requires the Owner to perform necessary improvements to obtain water service to their lot. The extension constructed to serve the Owner's parcels will also create a benefit for three (3) additional parcels along the route of the water line extension.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to approve and authorize the chairman to sign the Water Main Extension Connection Agreement 20-SA-38-O.

956

LEGAL REQUEST MEMORANDUM (LRM)

To: ☐ Matthew Minter, County Attorney ☐ Dana E. Olesky Chief Assistant County Attorney ☑ Elizabeth Alt Senior Assistant County Attorney ☐ Russell Ward Assistant County Attorney

From: (Name) Kirkman (Last) Jody (First) (Dept) Utilities - 7130

(Title) Director, Office of Environmental Services (Phone)

Signature Date 3/15/21

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. 2021-122
☑ Approve as to Form ☐ Other

Description of Request

Attached for review and approval is an original applicant-signed main line extension agreement, necessary to extend infrastructure to serve initiating lot(s) on Exhibit 1.
After Legal approval, please return to Utilities; it will be presented at the next possible Board meeting.

20-SA-38 / 8010-0997-13 & 8010-0997-14 Marion Oaks / D32 Wholesale

(resubmittal due to Owner/LLC name correction on signature page)

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

(Name) Hyde (Last) Carrie (First) (Title) Development Review Officer (Phone) 6168

COMPLETION IS REQUESTED BY: *(specific date)*

Please allow for a MINIMUM of five (5) working days from receipt of LRM:

Agenda Item? ☑ Yes ☐ No

Agenda Deadline Date: TBD Agenda Date: TBD/ASAP

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. Resubmit 2021-122

Outcome:

Approved as to form.

Date Received:

Marion County Attorney
MAR 17 2021
RECEIVED

Attorney Signature: Date 4-16-2021

Staff Signature: (Completed) Returned: ☑ Department ☐ Admin ☐ Procurement

4/16/2021

Rev 12/21/17

MARION COUNTY WATER MAIN EXTENSION CONNECTION AGREEMENT NO: 20-SA-38-O

SECTION 1. REQUEST. Property owner ("Owner") D32 Wholesale, LLC whose complete and principal address is 7988 Via Dellagio Way, Suite 206, Orlando, FL 32819, hereby requests, through payment of the non-refundable application fee and execution of this Agreement ("Agreement"), that Marion County ("County") provide service from its central utility system ("System") to Owner's parcel(s) below and as depicted on the map attached herein as "Exhibit 1." By entering into this Agreement with County, Owner understands its obligation to extend the water main line ("Main") per engineered construction plans is at its sole expense.

Parcel ID Number	Use (Structure Type)	Number of Units
8010-0997-13	Single Family Residence	one (1)
8010-0997-14	Single Family Residence	one (1)

SECTION 2. BENEFITTING PARCEL(S). Main is proposed to extend past unserved parcel(s), including any future division of said parcel(s) ["Benefitting Parcel(s)"] below:

8010-0998-10	8010-0998-11	8010-1000-24

Owner agrees that time is of the essence for the whole of this project. In order to preserve fair market conditions and using best available information at the time of this Agreement, Owner shall (a) accept County's bid price of $22,653.50 for which Owner agrees to be liable; authorizing County to bill same; and authorizing County to coordinate Main construction pursuant to Owner's permit oversight and processing, or **(b) select Owner's preferred contractor to construct Main, providing a copy of its accepted contractor's proposal at a cost not to exceed $22,653.50** to County within 30 calendar days, and provide for construction commencement within 90 calendar days; both schedules relative to the date this Agreement is recorded in the public records of Marion County, Florida. If Owner fails to perform timely, County may cancel this Agreement without penalty, no sooner than 10 calendar days of the issuance date of County's default notice to Owner. A portion of construction costs expended by Owner may be recoverable by Owner if (a) Owner has not defaulted under any monetary obligation owed to County with regard to County's utility service to Owner, and (b) a Benefitting Parcel connects to County's System within a period not to exceed seven (7) years from Main's DEP Clearance date on file with County. County will collect a pro-rata cost ("Share") of any Benefitting Parcel identified in Section 2 prior to connection to its System. If said conditions are met, a **Benefitting Parcel Share of $4,530.70** will be collected by County and remitted to Owner's address on file, less any delinquent amount owed by Owner to County with regard to County's utility service to Owner. Notwithstanding anything to the contrary, Owner shall not be entitled to any reimbursement from the transmission component of applicable County capital charges by virtue of constructing Main. Owner acknowledges by signature of this Agreement that circumstances outside County's control could result in NO REIMBURSEMENT to Owner from any Benefitting Parcel.

SECTION 3. PERMISSION TO CONNECT. County's execution of this Agreement creates no vested rights and shall not be construed as a guarantee of service capacity. County may permit connections to its System only if it may lawfully do so or would not thereby violate any permit, license, restriction, injunctions, moratorium or denial of permission to connect imposed or issued by any court of competent jurisdiction or by any applicable governmental agency. County agrees to not unreasonably deny connection to its System. County makes no other representation or agreement as to the availability of service in connection with development of the properties described in this Agreement. By entering into this Agreement, Owner acknowledges the stated limits on the permissibility to connect and hereby waives and relinquishes any right, claim, cause of action or other remedy whatsoever against County arising from, or as a result of Owner reasonably being denied connection. Once granted, the ability of Owner to connect provided by this Agreement shall be valid for a period of one (1) year from its recording date. This Agreement is non-transferable. Connection is conditioned upon and may not occur before the receipt of all necessary governmental permits, licenses, and approvals for, and completion of construction connected to System.

Owner agrees to be responsible for constructing the distribution and transmission facilities in accordance with this Agreement. This Agreement may be immediately and unilaterally terminated by the County without penalty for any default of this Agreement, to include: (a) Owner's violation or non-compliance with the provisions of this Agreement; (b) failure of Owner to fully perform any monetary obligation owed to County with regard to County's Utility service to Owner; (c) failure of Owner to comply with any conditions or requirements contained in any permits necessary for the project contemplated herein; (d) misrepresentation of fact in Owner's application; (e) failure to timely establish a new service account as needed; or (e) violation of any governing laws, rules, regulations, or codes.

SECTION 4. ACCEPTANCE BY OWNER. Owner agrees to connect to and to be served by the System for parcel(s) identified in Section 1 and to be bound fully by all applicable laws, rules, regulations, and codes, as well as any conditions and/or requirements of any permits necessary for the project contemplated herein. The party executing this Agreement certifies it is fully authorized to bind Owner and understands the penalties for misrepresentation. Owner shall indemnify, defend, and hold harmless, release, and forever discharge County and its officers, board members, employees, agents, and instrumentalities, from and against any and all fines, suits, claims, demands, penalties, liabilities, costs or expenses, losses settlements, judgments and awards and action of whatever kind or nature arising out of, relating to, or resulting from the performance of this Agreement, including a reasonable attorney's fees and costs (and a reasonable attorney's fee and costs on appeal) and damages (including, but not limited to, actual and consequential damages) arising from any negligent, willful or wrongful misconduct, knowing misrepresentation or breach of this Agreement by Owner, its employees, agents, or subcontractors, to the extent that any such claim, damages, loss, or expenses is caused by any acts or omissions of Owner or anyone directly or indirectly employed by Owner. Nothing in this Agreement shall be construed in any way to alter County's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes. Owner hereby accepts all terms and conditions of this Agreement, and agrees to be bound hereby.

ACCEPTED AND AGREED TO BY OWNER: OWNER: D32 Wholesale, LLC, a Florida limited liability company
By: D32 Invest, LLC, a Florida limited liability company
Its: Sole Member

By: _____
Werner Macedo, Manager

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF:

WITNESS: _____
Jenna Stetz 2.23.21
Printed Date

WITNESS: _____
Joseph Paregue 2-23-2021
Printed Date

STATE OF Florida, COUNTY OF Orange
The foregoing **Water Main Extension Connection Agreement 20-SA-38-O** was acknowledged before me by means of ☒physical presence or ____online notarization this 23rd day of February, 2021 by Werner Macedo as Manager of D32 Invest, LLC a Florida limited liability company, as the sole member of D32 Wholesale, LLC, a Florida limited liability company who is X personally known to me or _produced identification (type/#_____).

NOTARY SEAL

DREW LOCHER
Notary Public - State of Florida
Commission # GG 955127
My Comm. Expires Feb 9, 2024

_____
Signature of Notary Public, State of Florida

IN WITNESS WHEREOF, the parties hereto agree to these terms as of the date approved by the County.

MARION COUNTY, FLORIDA,
a political subdivision of the State of Florida

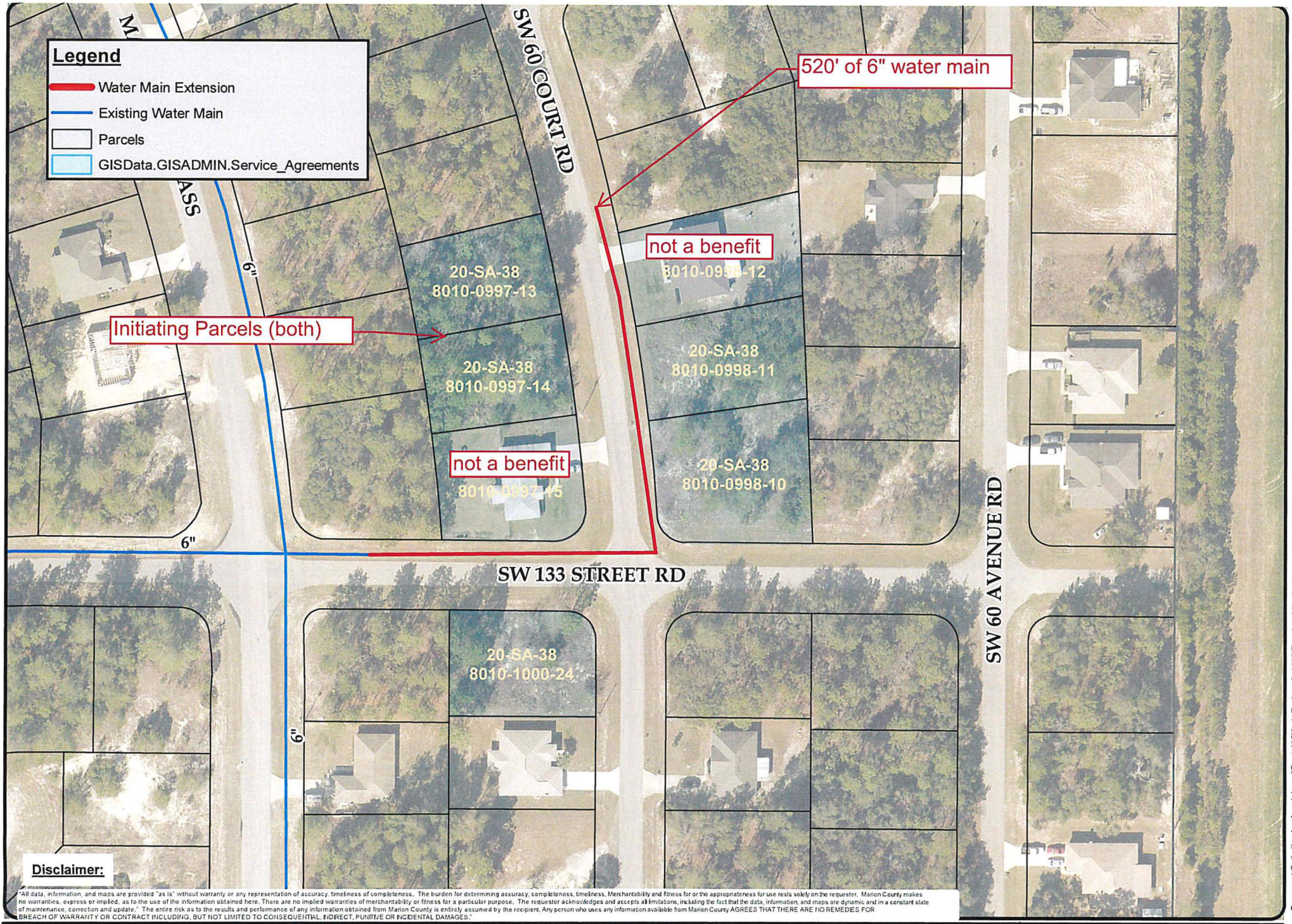
_____
Jeff Gold, Chairman Date

ATTEST:

_____
Gregory C Harrell, Clerk Date

FOR USE AND RELIANCE BY MARION COUNTY ONLY
APPROVED AS TO FORM AND LEGAL SUFFICIENCY for:

_____
Matthew G. Minter, County Attorney



Disclaimer:

"All data, information, and maps are provided "as is" without warranty or any representation of accuracy, timeliness of completeness. The burden for determining accuracy, completeness, timeliness, Merchantability and fitness for or the appropriateness for use rests solely on the requester. Marion County makes no warranties, express or implied, as to the use of the information obtained here. There are no implied warranties of merchantability or fitness for a particular purpose. The requestor acknowledges and accepts all limitations, including the fact that the data, information, and maps are dynamic and in a constant state of maintenance, correction and update." The entire risk as to the results and performance of any information obtained from Marion County is entirely assumed by the recipient. Any person who uses any information available from Marion County AGREES THAT THERE ARE NO REMEDIES FOR BREACH OF WARRANTY OR CONTRACT INCLUDING, BUT NOT LIMITED TO CONSEQUENTIAL, INDIRECT, PUNITIVE OR INCIDENTAL DAMAGES."

Document Path: \\mcbcc1.org\shared\Dept_Utilities_Engineering\GIS\Templates\Service Agreement Agenda Map.mxd

Marion County Board of County Commissioners Utilities Department	User Name: Carrie.Hyde Date: 2/8/2021 Reference Scale: 1 " = 104 ' Approved By: bt	*Service Line Extension Exhibit 1 - Location Map*	20-SA-38 | PA 8010-0997-13 & 14 D32 Wholesale, LLC	*Marion County Utilities Water & Sewer Map*	N W 959

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3113 **Agenda Date:** 5/18/2021 **Agenda No.:** 7.11.6.

SUBJECT:
Request Approval for Water Main Extension Connection Agreement 20-SA-40-O Between D32 Wholesale, LLC and Marion County Utilities (MCU) (Budget Impact - None)

INITIATOR:
Jody Kirkman, P.E. Environmental Services Director

DEPARTMENT:
Utilities

DESCRIPTION/BACKGROUND:
The Water Main Extension Connection Agreement 20-SA-40-O requires the Owner to perform necessary improvements to obtain water service to their lot. The extension constructed to serve the Owner's parcel will also create a benefit for eight (8) additional parcels along the route of the water line extension.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to approve and authorize the chairman to sign the Water Main Extension Connection Agreement 20-SA-40-O.

961

LEGAL REQUEST MEMORANDUM (LRM)

To: ☐ Matthew Minter, County Attorney ☐ Dana E. Olesky Chief Assistant County Attorney ☑ Elizabeth Alt Senior Assistant County Attorney ☐ Russell Ward Assistant County Attorney

From: (Name) Kirkman (Last) Jody (First) (Dept) Utilities - 7130

(Title) Director, Office of Environmental Services (Phone)

Signature [signature] Date 3/15/21

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. 2021-121
☑ Approve as to Form ☐ Other

Description of Request

Attached for review and approval is an original applicant-signed main line extension agreement, necessary to extend infrastructure to serve initiating lot(s) on Exhibit 1.
After Legal approval, please return to Utilities; it will be presented at the next possible Board meeting.

20-SA-40 / 8003-0419-03 Marion Oaks / D32 Wholesale

(resubmittal due to Owner/LLC name correction on signature page)

BJT

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

(Name) Hyde (Last) Carrie (First) (Title) Development Review Officer (Phone) 6168

COMPLETION IS REQUESTED BY: *(specific date)*

Please allow for a MINIMUM of five (5) working days from receipt of LRM:

Agenda Item? ☑ Yes ☐ No

Agenda Deadline Date: TBD Agenda Date: TBD/ASAP

DO NOT COMPLETE - Office of the County Attorney use ONLY

LRM No. Resubmit 2021-121

Outcome:

Approved as to form.

Date Received:

Marion County Attorney
MAR 17 2021
RECEIVED

Attorney Signature: [signature] Date 4-16-2021

Staff Signature: [signature] (Completed) Returned: ☑ Department ☐ Admin ☐ Procurement

4/16/2021

Rev 12/21/17

MARION COUNTY WATER MAIN EXTENSION CONNECTION AGREEMENT NO: 20-SA-40-O

SECTION 1. REQUEST. Property owner ("Owner") D32 Wholesale, LLC whose complete and principal address is 7988 Via Dellagio Way, Suite 206, Orlando, FL 32819, hereby requests, through payment of the non-refundable application fee and execution of this Agreement ("Agreement"), that Marion County ("County") provide service from its central utility system ("System") to Owner's parcel(s) below and as depicted on the map attached herein as "Exhibit 1." By entering into this Agreement with County, Owner understands its obligation to extend the water main line ("Main") per engineered construction plans is at its sole expense.

Parcel ID Number	Use (Structure Type)	Number of Units
8003-0419-03	Single Family Residence	one (1)

SECTION 2. BENEFITTING PARCEL(S). Main is proposed to extend past unserved parcel(s), including any future division of said parcel(s) ["Benefitting Parcel(s)"] below:

8003-0353-17	8003-0353-18	8003-0353-19	8003-0353-20
8003-0353-21	8003-0353-22	8003-0353-23	8003-0419-02

Owner agrees that time is of the essence for the whole of this project. In order to preserve fair market conditions and using best available information at the time of this Agreement, Owner shall (a) accept County's bid price of $25,356.10 for which Owner agrees to be liable; authorizing County to bill same; and authorizing County to coordinate Main construction pursuant to Owner's permit oversight and processing, or **(b) select Owner's preferred contractor to construct Main, providing a copy of its accepted contractor's proposal at a cost not to exceed $25,356.10** to County within 30 calendar days, and provide for construction commencement within 90 calendar days; both schedules relative to the date this Agreement is recorded in the public records of Marion County, Florida. If Owner fails to perform timely, County may cancel this Agreement without penalty, no sooner than 10 calendar days of the issuance date of County's default notice to Owner. A portion of construction costs expended by Owner may be recoverable by Owner if (a) Owner has not defaulted under any monetary obligation owed to County with regard to County's utility service to Owner, and (b) a Benefitting Parcel connects to County's System within a period not to exceed seven (7) years from Main's DEP Clearance date on file with County. County will collect a pro-rata cost ("Share") of any Benefitting Parcel identified in Section 2 prior to connection to its System. If said conditions are met, a **Benefitting Parcel Share of $2,817.00** will be collected by County and remitted to Owner's address on file, less any delinquent amount owed by Owner to County with regard to County's utility service to Owner. Notwithstanding anything to the contrary, Owner shall not be entitled to any reimbursement from the transmission component of applicable County capital charges by virtue of constructing Main. Owner acknowledges by signature of this Agreement that circumstances outside County's control could result in NO REIMBURSEMENT to Owner from any Benefitting Parcel.

SECTION 3. PERMISSION TO CONNECT. County's execution of this Agreement creates no vested rights and shall not be construed as a guarantee of service capacity. County may permit connections to its System only if it may lawfully do so or would not thereby violate any permit, license, restriction, injunctions, moratorium or denial of permission to connect imposed or issued by any court of competent jurisdiction or by any applicable governmental agency. County agrees to not unreasonably deny connection to its System. County makes no other representation or agreement as to the availability of service in connection with development of the properties described in this Agreement. By entering into this Agreement, Owner acknowledges the stated limits on the permissibility to connect and hereby waives and relinquishes any right, claim, cause of action or other remedy whatsoever against County arising from, or as a result of Owner reasonably being denied connection. Once granted, the ability of Owner to connect provided by this Agreement shall be valid for a period of one (1) year from its recording date. This Agreement is non-transferable. Connection is conditioned upon and may not occur before the receipt of all necessary governmental permits, licenses, and approvals for, and completion of construction connected to System.

Owner agrees to be responsible for constructing the distribution and transmission facilities in accordance with this Agreement. This Agreement may be immediately and unilaterally terminated by the County without penalty for any default of this Agreement, to include: (a) Owner's violation or non-compliance with the provisions of this Agreement; (b) failure of Owner to fully perform any monetary obligation owed to County with regard to County's Utility service to Owner; (c) failure of Owner to comply with any conditions or requirements contained in any permits necessary for the project contemplated herein; (d) misrepresentation of fact in Owner's application; (e) failure to timely establish a new service account as needed; or (e) violation of any governing laws, rules, regulations, or codes.

SECTION 4. ACCEPTANCE BY OWNER. Owner agrees to connect to and to be served by the System for parcel(s) identified in Section 1 and to be bound fully by all applicable laws, rules, regulations, and codes, as well as any conditions and/or requirements of any permits necessary for the project contemplated herein. The party executing this Agreement certifies it is fully authorized to bind Owner and understands the penalties for misrepresentation. Owner shall indemnify, defend, and hold harmless, release, and forever discharge County and its officers, board members, employees, agents, and instrumentalities, from and against any and all fines, suits, claims, demands, penalties, liabilities, costs or expenses, losses settlements, judgments and awards and action of whatever kind or nature arising out of, relating to, or resulting from the performance of this Agreement, including a reasonable attorney's fees and costs (and a reasonable attorney's fee and costs on appeal) and damages (including, but not limited to, actual and consequential damages) arising from any negligent, willful or wrongful misconduct, knowing misrepresentation or breach of this Agreement by Owner, its employees, agents, or subcontractors, to the extent that any such claim, damages, loss, or expenses is caused by any acts or omissions of Owner or anyone directly or indirectly employed by Owner. Nothing in this Agreement shall be construed in any way to alter County's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes. Owner hereby accepts all terms and conditions of this Agreement, and agrees to be bound hereby.

ACCEPTED AND AGREED TO BY OWNER: OWNER: D32 Wholesale, LLC, a Florida limited liability company
By: D32 Invest, LLC, a Florida limited liability company
Its: Sole Member

By: _____
Werner Macedo, Manager

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF:

WITNESS: _____
Jenna Stetz 2.23.2021
Printed Date

WITNESS: _____
Joseph Paneque 2-23-2021
Printed Date

STATE OF Florida, COUNTY OF Orange
The foregoing **Water Main Extension Connection Agreement 20-SA-40-O** was acknowledged before me by means of ☒physical presence or ____online notarization this 23rd day of February, 2021 by Werner Macedo as Manager of D32 Invest, LLC a Florida limited liability company, as the sole member of D32 Wholesale, LLC, a Florida limited liability company who is X personally known to me or _produced identification (type/#_____).

NOTARY SEAL

DREW LOCHER
Notary Public - State of Florida
Commission # GG 955127
My Comm. Expires Feb 9, 2024

_____
Signature of Notary Public, State of Florida

IN WITNESS WHEREOF, the parties hereto agree to these terms as of the date approved by the County.

MARION COUNTY, FLORIDA,
a political subdivision of the State of Florida

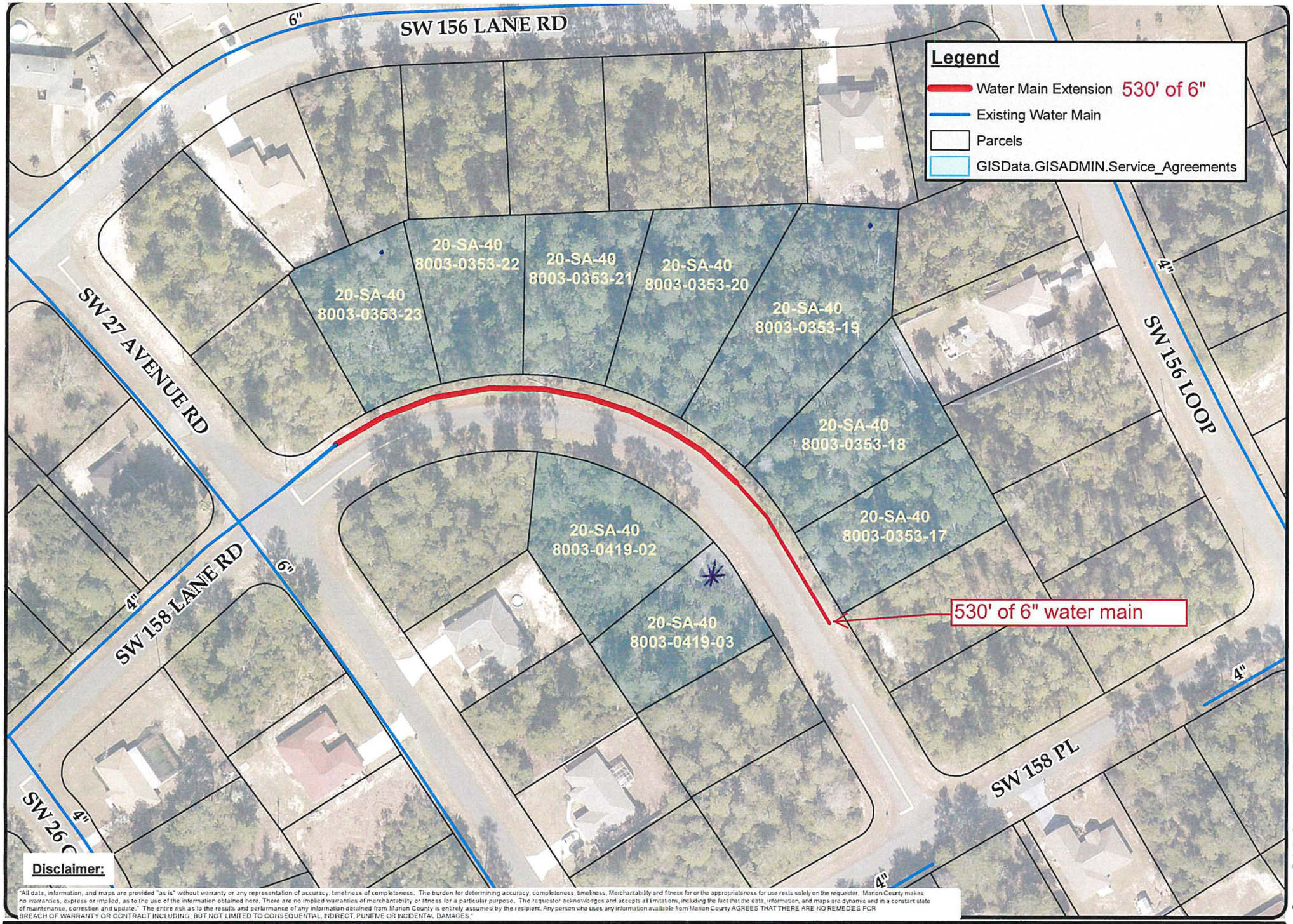
_____
Jeff Gold, Chairman Date

ATTEST:

_____
Gregory C Harrell, Clerk Date

FOR USE AND RELIANCE BY MARION COUNTY ONLY
APPROVED AS TO FORM AND LEGAL SUFFICIENCY for:

_____
Matthew G. Minter, County Attorney



Disclaimer:

"All data, information, and maps are provided "as is" without warranty or any representation of accuracy, timeliness of completeness. The burden for determining accuracy, completeness, timeliness, Merchantability and fitness for or the appropriateness for use rests solely on the requester. Marion County makes no warranties, express or implied, as to the use of the information obtained here. There are no implied warranties of merchantability or fitness for a particular purpose. The requestor acknowledges and accepts all limitations, including the fact that the data, information, and maps are dynamic and in a constant state of maintenance, correction and update." The entire risk as to the results and performance of any information obtained from Marion County is entirely assumed by the recipient. Any person who uses any information available from Marion County AGREES THAT THERE ARE NO REMEDIES FOR BREACH OF WARRANTY OR CONTRACT INCLUDING, BUT NOT LIMITED TO CONSEQUENTIAL, INDIRECT, PUNITIVE OR INCIDENTAL DAMAGES."

Marion County Board of County Commissioners Utilities Department	User Name: Carrie.Hyde Date: 2/8/2021 Reference Scale: 1 " = 104 ' Approved By: bt	*Service Line Extension Exhibit 1 - Location Map*	20-SA-40 | PA 8003-0419-03 D32 Wholesale, LLC	*Marion County Utilities Water & Sewer Map*	N W 964

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3114 **Agenda Date:** 5/18/2021 **Agenda No.:** 7.11.7.

SUBJECT:
Request Approval for Water Main Extension Connection Agreement 21-SA-09-O Between D32 Wholesale, LLC and Marion County Utilities (MCU) (Budget Impact - None)

INITIATOR:
Jody Kirkman, P.E. Environmental Services Director

DEPARTMENT:
Utilities

DESCRIPTION/BACKGROUND:
The Water Main Extension Connection Agreement 21-SA-09-O requires the Owner to perform necessary improvements to obtain water service to their lot. The extension constructed to serve the Owner's parcel also creates a benefit for six (6) additional parcels along the route of the water main extension.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to approve and authorize the chairman to sign the Water Main Connection Agreement 21-SA-09-O.

LEGAL REQUEST MEMORANDUM (LRM)

To: ☐ Matthew Minter, County Attorney ☐ Dana E. Olesky, Chief Assistant County Attorney ☑ Elizabeth Alt, Senior Assistant County Attorney ☐ Russell Ward, Assistant County Attorney

From: (Name) Kirkman (Last) Jody (First) (Dept) Utilities - 7130

(Title) Director, Office of Environmental Services (Phone)

Signature _____ Date 4/2/21

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 an original applicant-signed main line extension agreement, necessary to extend infrastructure to serve initiating lot(s) on Exhibit 1.

After Legal approval, please return to Utilities; it will be presented at the next possible Board meeting.

21-SA-09 / 8004-0460-21 Marion Oaks / D32 Wholesale, LLC

3-23-21

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

(Name) Hyde (Last) Carrie (First) (Title) Development Review Officer (Phone) 6168

3/22/21

COMPLETION IS REQUESTED BY: *(specific date)* _____

Please allow for a MINIMUM of five (5) working days from receipt of LRM:

Agenda Item? ☑ Yes ☐ No

Agenda Deadline Date: TBD Agenda Date: TBD/ASAP

LRM No. 2021-269 DO NOT COMPLETE - Office of the County Attorney use ONLY

Outcome:

Approved as to form.

Date Received:

Marion County Attorney
APR 8 2021
RECEIVED

Attorney Signature: Debra Tackney Date 4-16-2021

Staff Signature: _____ (Completed) Returned: ☑ Department ☐ Admin ☐ Procurement

4/16/2021

Rev 12/21/17

MARION COUNTY WATER MAIN EXTENSION CONNECTION AGREEMENT NO: 21-SA-09-O

SECTION 1. REQUEST. Property owner ("Owner") D32 Wholesale, LLC whose complete and principal address is 7988 Via Dellagio Way, Suite 206, Orlando, FL 32819, hereby requests, through payment of the non-refundable application fee and execution of this Agreement ("Agreement"), that Marion County ("County") provide service from its central utility system ("System") to Owner's parcel(s) below and as depicted on the map attached herein as "Exhibit 1." By entering into this Agreement with County, Owner understands its obligation to extend the water main line ("Main") per engineered construction plans is at its sole expense.

Parcel ID Number	Use (Structure Type)	Number of Units
8004-0460-21	Single Family Residence	one (1)

SECTION 2. BENEFITTING PARCEL(S). Main is proposed to extend past unserved parcel(s), including any future division of said parcel(s) ["Benefitting Parcel(s)"] below:

8004-0460-22	8004-0460-23	8004-0460-24	8004-0461-03	8004-0461-04	8004-0461-05

Owner agrees that time is of the essence for the whole of this project. In order to preserve fair market conditions and using best available information at the time of this Agreement, Owner shall (a) accept County's bid price of $14,031.50 for which Owner agrees to be liable; authorizing County to bill same; and authorizing County to coordinate Main construction pursuant to Owner's permit oversight and processing, or **(b) select Owner's preferred contractor to construct Main, providing a copy of its accepted contractor's proposal at a cost not to exceed $14,031.50** to County within 30 calendar days, and provide for construction commencement within 90 calendar days; both schedules relative to the date this Agreement is recorded in the public records of Marion County, Florida. If Owner fails to perform timely, County may cancel this Agreement without penalty, no sooner than 10 calendar days of the issuance date of County's default notice to Owner. A portion of construction costs expended by Owner may be recoverable by Owner if (a) Owner has not defaulted under any monetary obligation owed to County with regard to County's utility service to Owner, and (b) a Benefitting Parcel connects to County's System within a period not to exceed seven (7) years from Main's DEP Clearance date on file with County. County will collect a pro-rata cost ("Share") of any Benefitting Parcel identified in Section 2 prior to connection to its System. If said conditions are met, a **Benefitting Parcel Share of $ 2,004.50** will be collected by County and remitted to Owner's address on file, less any delinquent amount owed by Owner to County with regard to County's utility service to Owner. Notwithstanding anything to the contrary, Owner shall not be entitled to any reimbursement from the transmission component of applicable County capital charges by virtue of constructing Main. Owner acknowledges by signature of this Agreement that circumstances outside County's control could result in NO REIMBURSEMENT to Owner from any Benefitting Parcel.

SECTION 3. PERMISSION TO CONNECT. County's execution of this Agreement creates no vested rights and shall not be construed as a guarantee of service capacity. County may permit connections to its System only if it may lawfully do so or would not thereby violate any permit, license, restriction, injunctions, moratorium or denial of permission to connect imposed or issued by any court of competent jurisdiction or by any applicable governmental agency. County agrees to not unreasonably deny connection to its System. County makes no other representation or agreement as to the availability of service in connection with development of the properties described in this Agreement. By entering into this Agreement, Owner acknowledges the stated limits on the permissibility to connect and hereby waives and relinquishes any right, claim, cause of action or other remedy whatsoever against County arising from, or as a result of Owner reasonably being denied connection. Once granted, the ability of Owner to connect provided by this Agreement shall be valid for a period of one (1) year from its recording date. This Agreement is non-transferable. Connection is conditioned upon and may not occur before the receipt of all necessary governmental permits, licenses, and approvals for, and completion of construction connected to System. Owner agrees to be responsible for constructing the distribution and transmission facilities in accordance with this

Agreement. This Agreement may be immediately and unilaterally terminated by the County without penalty for any default of this Agreement, to include: (a) Owner's violation or non-compliance with the provisions of this Agreement; (b) failure of Owner to fully perform any monetary obligation owed to County with regard to County's Utility service to Owner; (c) failure of Owner to comply with any conditions or requirements contained in any permits necessary for the project contemplated herein; (d) misrepresentation of fact in Owner's application; (e) failure to timely establish a new service account as needed; or (e) violation of any governing laws, rules, regulations, or codes.

SECTION 4. ACCEPTANCE BY OWNER. Owner agrees to connect to and to be served by the System for parcel(s) identified in Section 1 and to be bound fully by all applicable laws, rules, regulations, and codes, as well as any conditions and/or requirements of any permits necessary for the project contemplated herein. The party executing this Agreement certifies it is fully authorized to bind Owner and understands the penalties for misrepresentation. Owner shall indemnify, defend, and hold harmless, release, and forever discharge County and its officers, board members, employees, agents, and instrumentalities, from and against any and all fines, suits, claims, demands, penalties, liabilities, costs or expenses, losses settlements, judgments and awards and action of whatever kind or nature arising out of, relating to, or resulting from the performance of this Agreement, including a reasonable attorney's fees and costs (and a reasonable attorney's fee and costs on appeal) and damages (including, but not limited to, actual and consequential damages) arising from any negligent, willful or wrongful misconduct, knowing misrepresentation or breach of this Agreement by Owner, its employees, agents, or subcontractors, to the extent that any such claim, damages, loss, or expenses is caused by any acts or omissions of Owner or anyone directly or indirectly employed by Owner. Nothing in this Agreement shall be construed in any way to alter County's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes. Owner hereby accepts all terms and conditions of this Agreement, and agrees to be bound hereby.

ACCEPTED AND AGREED TO BY OWNER: OWNER: D32 Wholesale, LLC, a Florida limited liability company
By: D32 Invest, LLC, a Florida limited liability company
Its: Sole Member

By: _____
Werner Macedo, Manager

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF:

WITNESS: _____
Jenna Stetz 2.23.21
Printed Date

WITNESS: _____
Joseph Paneque 2-23-2021
Printed Date

STATE OF Florida, COUNTY OF Orange
The foregoing **Water Main Extension Connection Agreement 21-SA-09-O** was acknowledged before me by means of ☒physical presence or ____online notarization this 23rd day of February, 2021 by Werner Macedo as Manager of D32 Invest, LLC a Florida limited liability company, as the sole member of D32 Wholesale, LLC, a Florida limited liability company who is X personally known to me or _produced identification (type/#_____).

NOTARY SEAL

DREW LOCHER
Notary Public - State of Florida
Commission # GG 955127
My Comm. Expires Feb 9, 2024

_____
Signature of Notary Public, State of Florida

IN WITNESS WHEREOF, the parties hereto agree to these terms as of the date approved by the County.

MARION COUNTY, FLORIDA,
a political subdivision of the State of Florida

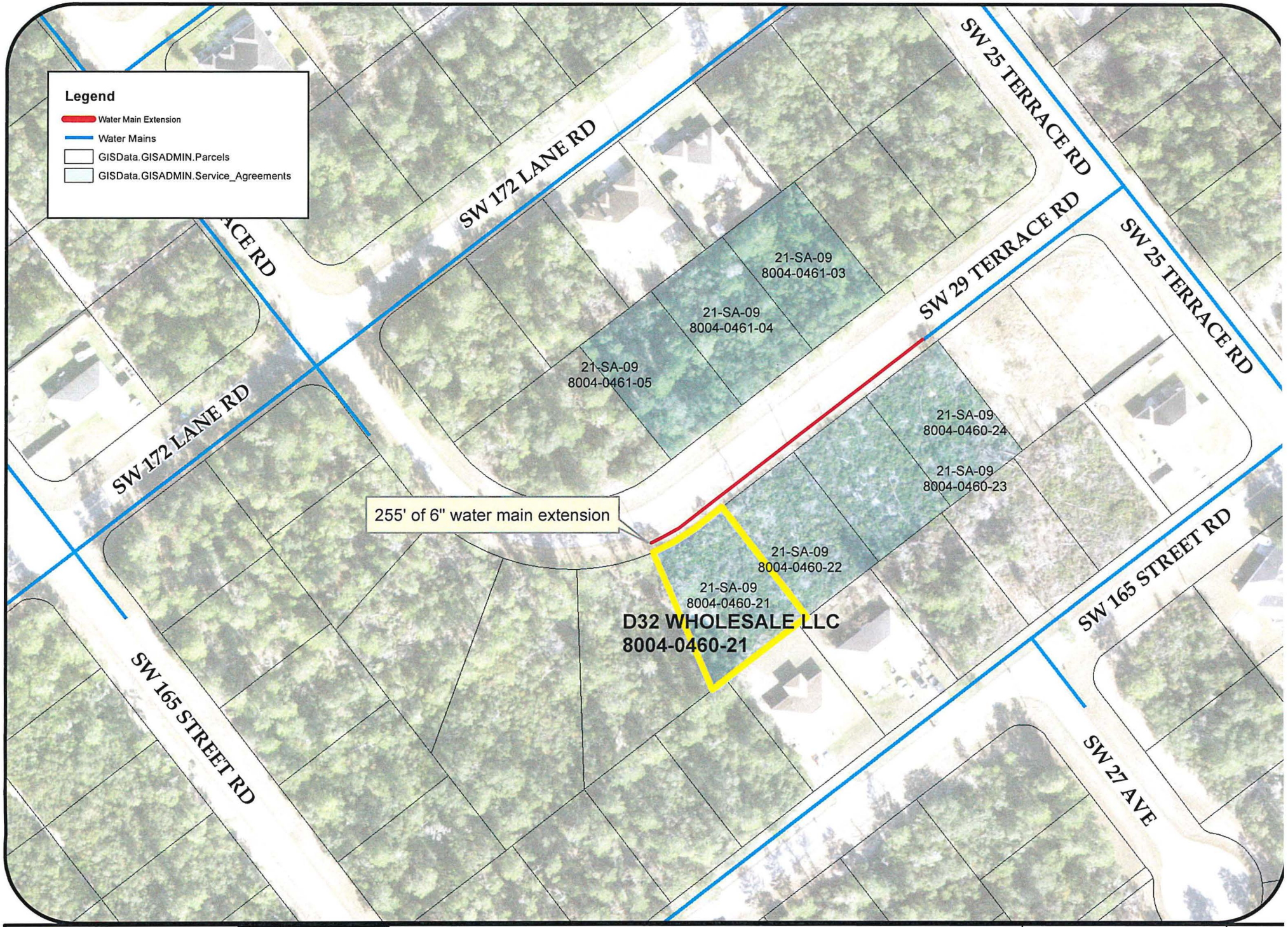
_____
Jeff Gold, Chairman Date

ATTEST:

_____
Gregory C Harrell, Clerk Date

FOR USE AND RELIANCE BY MARION COUNTY ONLY
APPROVED AS TO FORM AND LEGAL SUFFICIENCY

_____
Matthew G. Minter, County Attorney



Marion County Board of County Commissioners Utilities Department	User Name: Carrie.Hyde Date: 3/22/2021 Reference Scale: 1 " = 108 ' Approved By: bt	*Service Line Extension* *Exhibit 1 - Location Map*	21-SA-09 | PA 8004-0460-21 D32 Wholesale, LLC	*Marion County Utilities* *Water & Sewer Map*	969

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3116 **Agenda Date:** 5/18/2021 **Agenda No.:** 7.11.8.

SUBJECT:
Request Approval for Water Main Extension Connection Agreement 20-SA-41-O Between A Plus Homes, INC and Marion County Utilities (Budget Impact - None)

INITIATOR:
Jody Kirkman, PE Environmental Services Director

DEPARTMENT:
Utilities

DESCRIPTION/BACKGROUND:
The Water Main Extension Connection Agreement 20-SA-41-O requires the Owner to perform necessary improvements to obtain water service to their lot. The line extension constructed to serve the Owner's parcel also creates a benefit for four (4) additional parcels along the route of the water main extension.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to approve and authorize the chairman to sign the Water Main Extension Connection Agreement 20-SA-41-O.

971

LEGAL REQUEST MEMORANDUM (LRM)

To: ☐ Matthew Minter, County Attorney ☐ Dana E. Olesky Chief Assistant County Attorney ☑ Elizabeth Alt Senior Assistant County Attorney ☐ Russell Ward Assistant County Attorney

From: (Name) Kirkman (Last) Jody (First) (Dept) Utilities - 7130

(Title) Director, Office of Environmental Services (Phone)

Signature Date 4/16/21

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 water main extension agreement, necessary to extend infrastructure to serve initiating and benefitting lots shown on Exhibit 1.

After Legal approval, please return to Utilities; it will be presented at the next possible Board meeting.

20-SA-41 / 8004-0467-16 Marion Oaks / APlus Homes

0

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

(Name) Hyde (Last) Carrie (First) (Title) Development Review Officer (Phone) 6168

4-7-21

COMPLETION IS REQUESTED BY: *(specific date)*

Please allow for a MINIMUM of five (5) working days from receipt of LRM:

Agenda Item? ☑ Yes ☐ No

Agenda Deadline Date: TBD Agenda Date: TBD/ASAP

LRM No. 2021-311 DO NOT COMPLETE - Office of the County Attorney use ONLY

Outcome:

Approved as to form.

Date Received:

Marion County Attorney
APR 23 2021
RECEIVED

Attorney Signature: Date 4-23-2021

Staff Signature: Completed Returned: ☑ Department ☐ Admin ☐ Procurement

4/27/2021

Rev 12/21/17

MARION COUNTY WATER MAIN EXTENSION CONNECTION AGREEMENT NO: 20-SA-41-O

SECTION 1. REQUEST. Property owner ("Owner") A Plus Homes, Inc whose complete and principal address is 1415 SW 17th St, OCALA, FL 34471-1234, hereby requests, through payment of the non-refundable application fee and execution of this Agreement ("Agreement"), that Marion County ("County") provide service from its central utility system ("System") to Owner's parcel(s) below and as depicted on the map attached herein as "Exhibit 1." By entering into this Agreement with County, Owner understands its obligation to extend the water main line ("Main") per engineered construction plans is at its sole expense.

Parcel ID Number	Use (Structure Type)	Number of Units
8004-0467-16	Single Family Residence	one (1)

SECTION 2. BENEFITTING PARCEL(S). Main is proposed to extend past unserved parcel(s), including any future division of said parcel(s) ["Benefitting Parcel(s)"] below:

8004-0467-13	8004-0479-07	8004-0479-08	8004-0479-09

Owner agrees that time is of the essence for the whole of this project. In order to preserve fair market conditions and using best available information at the time of this Agreement, Owner shall **(a) accept County's bid price of $16,774.25 for which Owner agrees to be liable; authorizing County to bill same; and authorizing County to coordinate Main construction pursuant to Owner's permit oversight and processing,** or (b) select Owner's preferred contractor to construct Main, providing a copy of its accepted contractor's proposal at a cost not to exceed $16,774.25 to County within 30 calendar days, and provide for construction commencement within 90 calendar days; both schedules relative to the date this Agreement is recorded in the public records of Marion County, Florida. If Owner fails to perform timely, County may cancel this Agreement without penalty, no sooner than 10 calendar days of the issuance date of County's default notice to Owner. A portion of construction costs expended by Owner may be recoverable by Owner if (a) Owner has not defaulted under any monetary obligation owed to County with regard to County's utility service to Owner, and (b) a Benefitting Parcel connects to County's System within a period not to exceed seven (7) years from Main's DEP Clearance date on file with County. County will collect a pro-rata cost ("Share") of any Benefitting Parcel identified in Section 2 prior to connection to its System. If said conditions are met, a **Benefitting Parcel Share of $3,354.85** will be collected by County and remitted to Owner's address on file, less any delinquent amount owed by Owner to County with regard to County's utility service to Owner. Notwithstanding anything to the contrary, Owner shall not be entitled to any reimbursement from the transmission component of applicable County capital charges by virtue of constructing Main. Owner acknowledges by signature of this Agreement that circumstances outside County's control could result in NO REIMBURSEMENT to Owner from any Benefitting Parcel.

SECTION 3. PERMISSION TO CONNECT. County's execution of this Agreement creates no vested rights and shall not be construed as a guarantee of service capacity. County may permit connections to its System only if it may lawfully do so or would not thereby violate any permit, license, restriction, injunctions, moratorium or denial of permission to connect imposed or issued by any court of competent jurisdiction or by any applicable governmental agency. County agrees to not unreasonably deny connection to its System. County makes no other representation or agreement as to the availability of service in connection with development of the properties described in this Agreement. By entering into this Agreement, Owner acknowledges the stated limits on the permissibility to connect and hereby waives and relinquishes any right, claim, cause of action or other remedy whatsoever against County arising from, or as a result of Owner reasonably being denied connection. Once granted, the ability of Owner to connect provided by this Agreement shall be valid for a period of one (1) year from its recording date. This Agreement is non-transferable. Connection is conditioned upon and may not occur before the receipt of all necessary governmental permits, licenses, and approvals for, and completion of construction connected to System. Owner agrees to be responsible for constructing the distribution and transmission facilities in accordance with this

Agreement. This Agreement may be immediately and unilaterally terminated by the County without penalty for any default of this Agreement, to include: (a) Owner's violation or non-compliance with the provisions of this Agreement; (b) failure of Owner to fully perform any monetary obligation owed to County with regard to County's Utility service to Owner; (c) failure of Owner to comply with any conditions or requirements contained in any permits necessary for the project contemplated herein; (d) misrepresentation of fact in Owner's application; (e) failure to timely establish a new service account as needed; or (e) violation of any governing laws, rules, regulations, or codes.

SECTION 4. ACCEPTANCE BY OWNER. Owner agrees to connect to and to be served by the System for parcel(s) identified in Section 1 and to be bound fully by all applicable laws, rules, regulations, and codes, as well as any conditions and/or requirements of any permits necessary for the project contemplated herein. The party executing this Agreement certifies it is fully authorized to bind Owner and understands the penalties for misrepresentation. Owner shall indemnify, defend, and hold harmless, release, and forever discharge County and its officers, board members, employees, agents, and instrumentalities, from and against any and all fines, suits, claims, demands, penalties, liabilities, costs or expenses, losses settlements, judgments and awards and action of whatever kind or nature arising out of, relating to, or resulting from the performance of this Agreement, including a reasonable attorney's fees and costs (and a reasonable attorney's fee and costs on appeal) and damages (including, but not limited to, actual and consequential damages) arising from any negligent, willful or wrongful misconduct, knowing misrepresentation or breach of this Agreement by Owner, its employees, agents, or subcontractors, to the extent that any such claim, damages, loss, or expenses is caused by any acts or omissions of Owner or anyone directly or indirectly employed by Owner. Nothing in this Agreement shall be construed in any way to alter County's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes. Owner hereby accepts all terms and conditions of this Agreement, and agrees to be bound hereby.

ACCEPTED AND AGREED TO BY OWNER:

OWNER: A Plus Homes, Inc

Signed

Chris Armstrong — 4-5-21

Printed, Title — Date

SIGNED, SEALED, AND DELIVERED IN THE PRESENCE OF:

WITNESS:

Michael Mazzuco — 4-5-21

Printed — Date

WITNESS:

Christy Leonard — 4/5/21

Printed — Date

STATE OF Florida, COUNTY OF Marion

The foregoing **Water Main Extension Connection Agreement 20-SA-41-O** was acknowledged before me by means of ☒physical presence or ____online notarization this 5 day of April, 2021 by Chris Armstrong (name) as President (capacity/title) for A Plus Homes, Inc who is ✓ personally known to me or ____produced identification (type/#_____).

NOTARY SEAL

Notary Public State of Florida
Elaine J Jarosz
My Commission GG 193101
Expires 03/15/2022

Signature of Notary Public, State of Florida

IN WITNESS WHEREOF, the parties hereto agree to these terms as of the date approved by the County.

MARION COUNTY, FLORIDA,
a political subdivision of the State of Florida

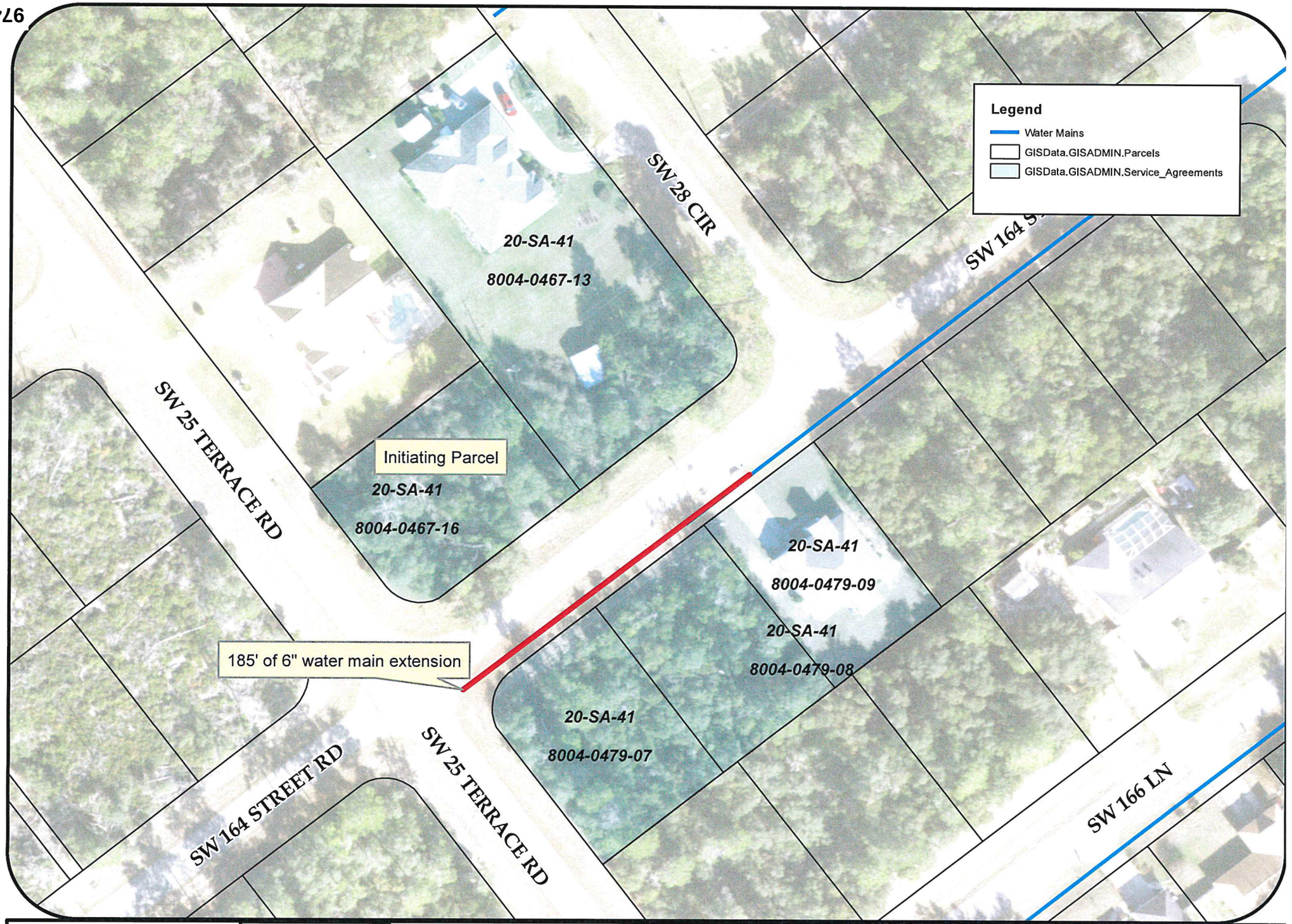
Jeff Gold, Chairman — Date

ATTEST:

Gregory C Harrell, Clerk — Date

FOR USE AND RELIANCE BY MARION COUNTY ONLY
APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Matthew G. Minter, County Attorney



Marion County Board of County Commissioners Utilities Department	User Name: Carrie.Hyde Date: 4/7/2021 Reference Scale: 1 " = 72 ' Approved By: bt	*Service Line Extension* *Exhibit 1 - Location Map*	20-SA-41 | PA 8004-0467-16 A Plus Homes, Inc	*Marion County Utilities* *Water & Sewer Map*

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3143 **Agenda Date:** 5/18/2021 **Agenda No.:** 9.1.

SUBJECT:
Request Approval to Add up to Ten (10) Internship Positions in Various Departments of Marion County Within the Human Resources Budget (AA170513)

INITIATOR:
Amanda Tart, Director

DEPARTMENT:
Human Resources

DESCRIPTION/BACKGROUND:
Internship programs provide a bridge between our organization, education and our community. Additionally, Interns serve as valuable ambassadors of our culture and organization and can not only help with providing affordable productivity in the workplace, but also, enhance perspectives and foster leadership skills in our current employees.

While currently the county has non-paid internship programs in place, it has become apparent that we can build a stronger network of future employees of the county if we also offer paid internship programs. The Human Resources department is proposing the addition of up to ten (10) Internship positions to be paid $10.00 an hour (not to exceed $55,910 annually) within the Human Resource's budget in order to help promote a pipeline of candidates within our school systems and our community.

The paid internship program will be administered by the Human Resources Department with the interns themselves working in our various county departments keeping our risk limitations in mind. Human Resources will also have oversight throughout the internship to ensure that the intern is getting valuable experience and feedback within their department of choice. The County Administrator will approve all internship placement within the county departments, including the Commission Office.

A corresponding budget amendment to move funds within the Human Resources budget will be on June 1, 2021 Board meeting.

BUDGET/IMPACT:
Expenditure of up to $55,910.

RECOMMENDED ACTION:
Motion to approve the addition of up to ten (10) Internship positions in various departments within the Human Resources Budget (AA170513).

INTERN

PURPOSE OF THE PROGRAM

The Marion County Paid Internship program, administered by the Human Resources department is aimed to help expose interns to government while emphasizing professional development and teaching important workforce skills. Interns will have the opportunity to be involved in a unique and diverse learning and working environment. Their roles and responsibilities vary over the course of the internship and they will be assigned to any of the County's departments.

ESSENTIAL FUNCTIONS

The following statements describe the principle functions of this job and its scope of responsibility but should not be considered an all-inclusive listing of work requirements. Individuals may perform other duties as assigned, including working in other functional areas to cover absences or relief, to equalize peak work periods or otherwise to balance the work load.

- Fulfill tasks set out by supervisor and/or intern coordinator for assigned department.
- Attend meetings, tour projects, and participate in department work groups.
- Prepare informational materials and reports for presentations.
- Perform research and field work as necessary.
- Assists assigned departments with coordination of special events, activities, and programs.
- Obtain knowledge and insights into a career with government.

SECONDARY FUNCTIONS

- Performs other duties as assigned.

CUSTOMER SERVICE

This is a front-line position for providing excellent customer service to members of the general public and other county employees. Personal contact occurs with other employees of the unit, employees of other county departments, consultants, contractors, administrators, public officials, citizens, and department customers. Service is provided in person and by phone contact.

SUPERVISION

This position has no supervisory responsibility.

EDUCATION, EXPERIENCE, LICENSES, AND CERTIFICATIONS

Education and Experience
Current enrollment in a high school, college or university or interested in obtaining further knowledge to obtain a career in government.

Licenses
Possession of a valid Florida Divers License may be required for certain internships. A valid identification card is required for all internships.

JOB SKILLS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements are representative of the required knowledge, skills, and abilities.

Language Skills

- Excellent writing, oral communication and analytical skills.
- Ability to respond to common inquiries or complaints from customers, regulatory agencies, or members of the business community.
- Ability to effectively present information to top management, public groups, and/or boards.

Mathematical Skills

- Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.

Problem Solving Abilities

- Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.
- Ability to find solutions to problems in routine situations.
- Ability to use judgment regarding use of equipment, tools, and materials.

Specialized Skills and Abilities

- Ability to work in a fast-paced environment, multi-task and carry projects and responsibilities to completion.
- Must have strong oral and written communication skills.
- Knowledge of personal computers and programs.
- Ability to take a teamwork approach to the job by cooperating with others, offering to help others when needed, and considering larger organization or team goals rather than individual concerns. Includes the ability to build a constructive team spirit where team members are committed to the goals and objectives of the team.

Machines and Equipment

Depending on the internship, employee may be required to operate a computer, calculator, telephone, fax machine, copy machine and other general office equipment in the completion of the tasks of the position. This may change depending on the nature of the internship.

PHYSICAL DEMANDS

While performing the duties of this job, the employee is regularly required to talk or hear. The employee may be required to sit or stand frequently. The employee is occasionally required to walk, reach with hands and arms, stoop, kneel, crouch or crawl, and use hands to finger to handle or feel. The noise level for this job is moderate noise, typical business office with computers and printers, occasionally loud on site visits. Depending on the assignment, the employee may be required to lift 25-50 pounds occasionally. Applicants age 16-17 may have additional restrictions that apply based on the nature of the intern assignment.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. While performing the duties of this job, the employee will occasionally be exposed to outdoor weather conditions.

Established: 05/2021	Category:
Pay Grade: 99	Status: NE
Job Description Number: 8887	Revised:

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3191 **Agenda Date:** 6/15/2021 **Agenda No.:** 9.2.

SUBJECT:
Administrative Update - Medical Examiner

INITIATOR:
James Banta, Fire Chief

DEPARTMENT:
Fire Rescue

DESCRIPTION/BACKGROUND:
See attached.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
For information.

Districts 5 & 24 Medical Examiner

Membership, FY 21/22 Budget and Capital Improvement Update

Marion County Board of County Commissioners

May 18, 2021

1

Membership



2



Membership

- Interlocal agreement signed in August 2018.
  - Provided for District 24 to participate as a non-voting member.
  - Provided option for District 24 to become a member.
- May 12, 2021
  - As requested by Seminole County representative, ME Board approved to draft an amendment to the agreement to change Seminole County to a voting member.

3

Budget

Fiscal Year 21/22





Fiscal Year 21/22 Budget Update

- February 26, 2021
  - ME Board approved proposed budget with $4,445,386 as contractual services to cover Medical Examiner Contract.
- May 12, 2021
  - Dr. Wolf (Medical Examiner) requested that the ME Board approve a change to the proposed budget to include an additional pathologist.
  - ME Board passed unanimously to add an additional $285,000 into contractual services for an adjusted line item of $4,730,386

5



Fiscal Year 21/22 Budget Update

- Autopsy Comparison (YTD 5/12)
  - 2019 484
  - 2020 443
  - 2021 656
- Impacts
  - Potential loss of accreditation with National Association of Medical Examiners (projected caseload will exceed 325 autopsies per pathologist annually).
  - Office has been accredited since 2009 and scheduled for re-inspection in 2022.

6

Fiscal Year 21/22 Budget Update

Cost Share by County			
County	Current Fiscal Year 20/21	**New** Proposed Cost Share 21/22	Difference Over Current Fiscal Year
Citrus	$382,505	$414,938	$32,433
Hernando	$487,654	$533,832	$46,178
Lake	$924,902	$1,018,693	$93,790
Marion	$933,120	$1,022,562	$89,442
Sumter	$333,027	$392,825	$59,798
Seminole	$1,241,662	$1,365,946	$124,284
		Budgetary Impact	**$445,925**

7

Fiscal Year 21/22 Budget Update

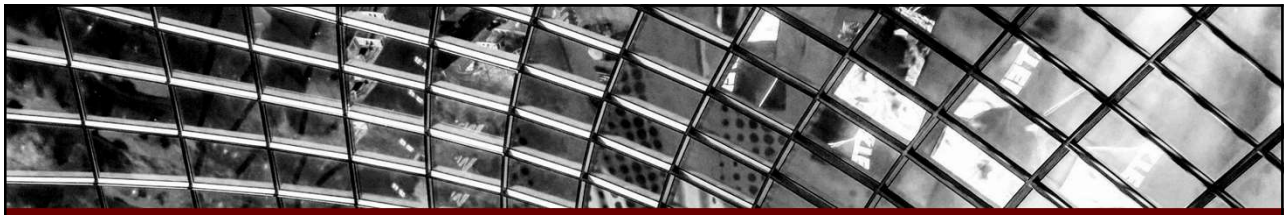
Administrative Fee			
District	Current Fiscal Year 20/21	**New** Proposed Admin Fee 21/22	Difference Over Current Fiscal Year
5	$173,291	$188,607	$15,316
24	$61,035	$66,954	$5,918
		Total	**$21,234**

8

Capital Improvement Update



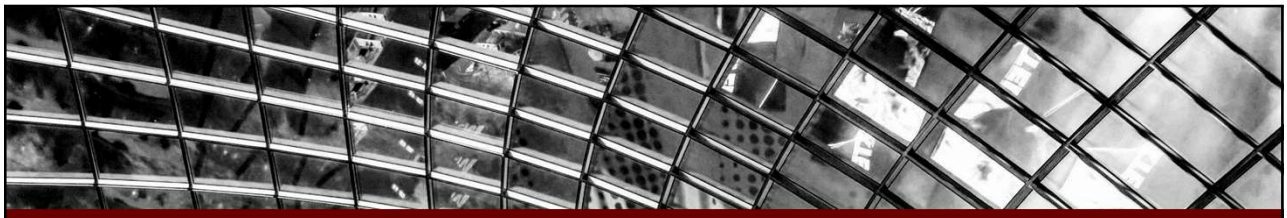
9



Capital Improvement Update

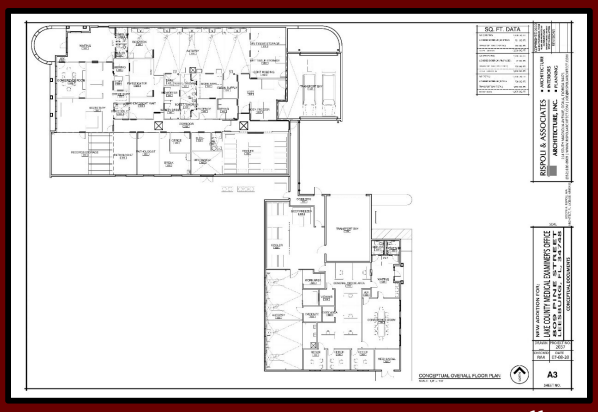
- The agreement signed in August 2018 anticipated acceleration of facility expansion due to the inclusion of District 24.
- Discussion at that time surrounded a potential five-year timeframe.

10



Capital Improvement Update

- Option 1 – expand the existing facility laterally.
- This was not possible due to available acreage and the ability to meet water drainage requirements.



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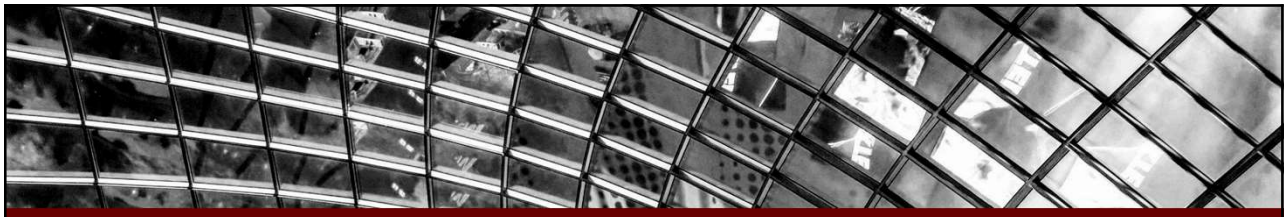
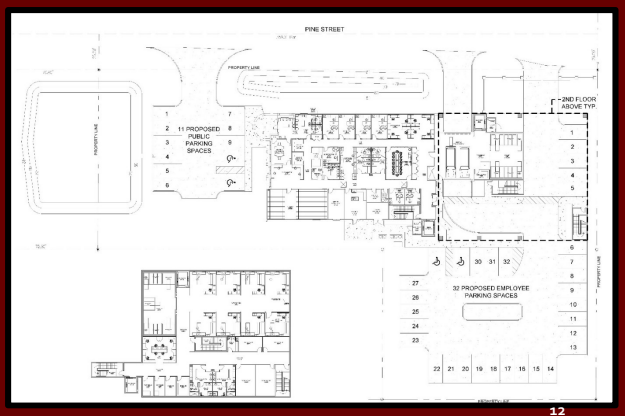


Capital Improvement Update

- Option 2 – expand the existing facility vertically.
- This was not possible due to available acreage and the inability to meet water drainage requirements. The cost to build a second level would be comparable to building a new facility.



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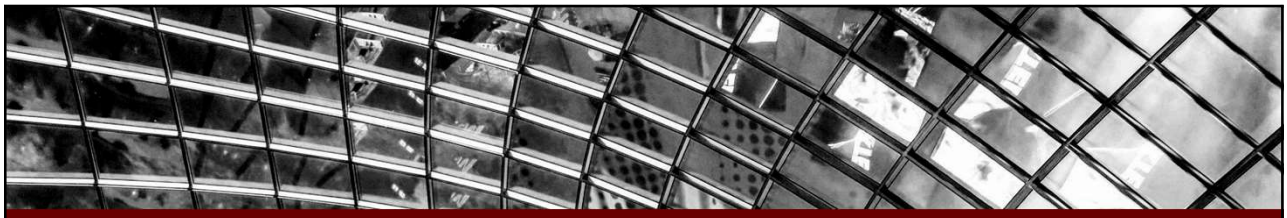
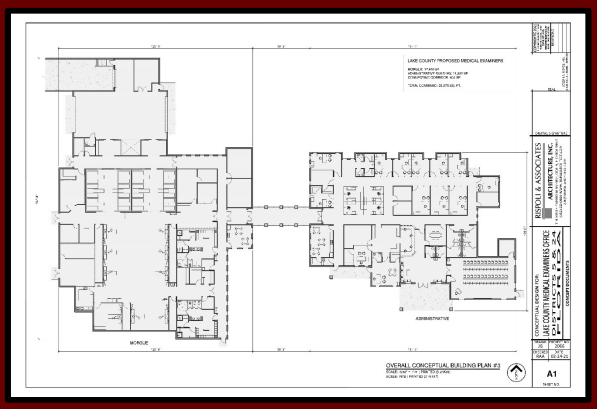


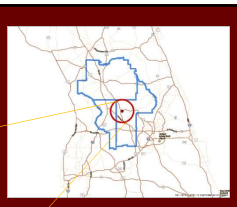
Capital Improvement Update

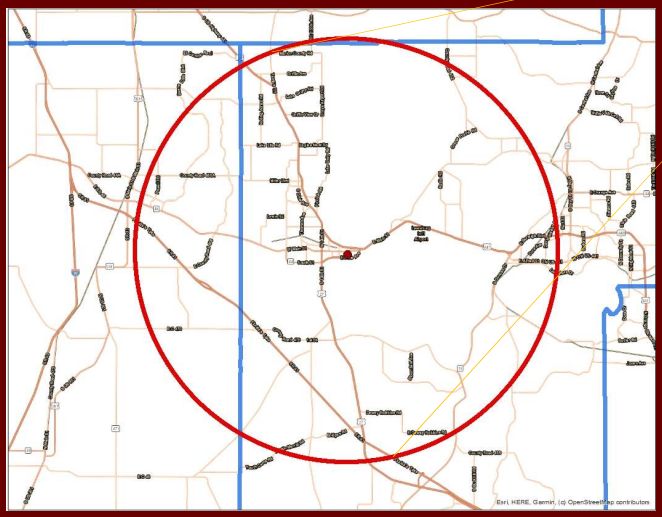
- Option 3 – construction of new facility at new location.



13

Capital Improvement Update





14

Capital Improvement Update

Estimated Cost

Description	Cost
Facility	$12,000,000
Land	$1,500,000
Equipment/Furnishings	$1,100,000
Total	$14,600,000

Possible Purchase Options

- Direct Purchase
  - Construction is funded directly and owned by the parties.
- Lease Purchase (Lease Purchase Agreement)
  - Construction/Building cost funded by Lessor.
  - Lease payments go towards ownership by the parties.
- Build-to-Lease
  - Construction/Building cost funded by Lessor
  - Lessee agrees to lease property with no plan for ownership by parties.

15

Capital Improvement Update

Interim Option 1

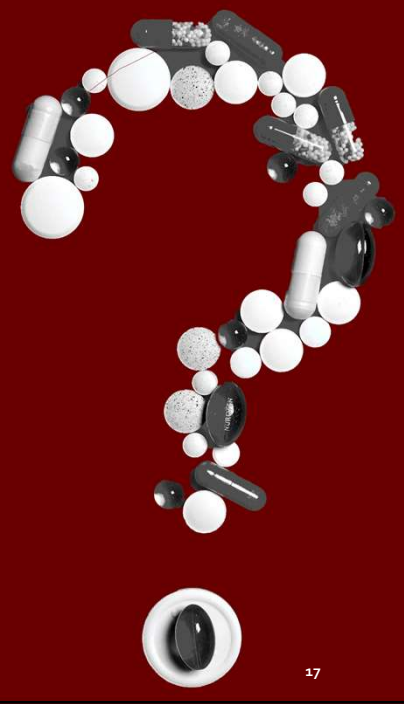
- Remodel of existing space to accommodate additional pathologist.
- Potential need to update cooling system.
- Working to analyze and develop feasibility and cost.

Interim Option 2

- Lease additional office space in nearby medical office building.
  - $560,000 – Initial Cost
  - $156,000 – Annual Cost
- Potential need to update cooling system.
- Working to analyze and develop feasibility and cost.

16

Questions?



17

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-2971 **Agenda Date:** 5/18/2021 **Agenda No.:** 10.1.

SUBJECT:
Value Adjustment Board - Request Approval to Advertise for One (1) Full Member for a Full Term

INITIATOR:
Nadja M. Griffis, Executive Assistant

DEPARTMENT:
Commission Office

DESCRIPTION/BACKGROUND:
The Value Adjustment Board will be beginning a new term for the 21/22 year and will need appointment of a citizen advisory member. The current member is eligible for re-appointment.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to approve advertisement for one (1) citizen member to the Value Adjustment Board.

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3068 **Agenda Date:** 5/18/2021 **Agenda No.:** 10.2.

SUBJECT:
Hills of Ocala MSTU for Recreation Advisory Council - Request Appointment of Two (2) Full Members for an Unexpired Term and a Full Term

INITIATOR:
Nadja M. Griffis, Executive Assistant

DEPARTMENT:
Commission Office

DESCRIPTION/BACKGROUND:
There are two (2) vacancies on the Hills of Ocala MSTU for Recreation Advisory Council, one (1) for an unexpired term ending October 2024 and one (1) for a full term ending May 2025. There have been two (2) applications received.

- Karen M. Brenay - housewife
- Jeffrey Hart - no occupation specified

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to appoint two (2) members to the Hills of Ocala MSTU Advisory Council, one (1) for an unexpired term and one (1) in a full term.

BCC MEETING May 18, 2021

ADVISORY BOARD VACANCIES – BALLOT

Please indicate your choice for appointment by checking the appropriate box

Hills of Ocala MSTU for Recreation

Select one (2) applicants to serve as full members, one for an unexpired term ending October 2024 and one for a full term ending May 2025.

Members must be residents of the Hills of Ocala MSTU.

Responsibilities: May participate in preparation of annual budget, review and comment on programs, activities, operations, goals, and objectives of the district and make recommendations on these and other issues to the BCC.

	Unexpired Term Oct. 2024	Full Term May 2025
Karen M. Brenay - housewife	☐	☐
Jeffrey Hart – occupation not specified	☐	☐

Print: _____ Sign: _____

MARION COUNTY BOARD OF COUNTY COMMISSIONERS
APPLICATION FOR APPOINTMENT TO ADVISORY BOARD

NAME OF BOARD: Hills of Ocala DATE: 5/4/21

APPLICANT NAME: Karen M Brenay

EMAIL: brenaybunch1@yahoo.com

STREET ADDRESS: 13591 SW 102nd Place

CITY: Dunnellon ZIP: 34432 Cell HOME PHONE: (352) 875-8364 WORK PHONE: —

BUSINESS NAME:

BUSINESS ADDRESS:

OCCUPATION: House Wife PREVIOUS OCCUPATION: Picture Framer

REGISTERED VOTER: [X] Yes [ ] No HAVE YOU EVER BEEN CONVICTED OF A FELONY? [ ] Yes [X] No

REFERENCES:

	NAME	ADDRESS	PHONE
1.	Jen Griffin	13560 SW 81st. Street Dunnellon	352-484-6463
2.	Gabby Vance	3631 NE 2nd Place Ocala FL 34470	(386) 872-8308
3.	Brenda Sauls	10010 NE 41st Terr Anthony, FL 32617	(352) 629-3346

(PLEASE DO NOT USE COMMISSIONERS AS REFERENCES)

PRESENT/PREVIOUS EMPLOYMENT RELATING TO THIS ADVISORY BOARD:

None

PRESENT/PREVIOUS VOLUNTEER EXPERIENCE:

Churches, Schools, Military FRG (Family Readness Group) I was 2nd In Charge

SPECIAL QUALIFICATIONS:

I work well with Others, Very Organized, & Love meeting New People. I grew up in Ocala my whole life. ☺

HOW MUCH TIME DO YOU HAVE MONTHLY TO PREPARE FOR AND ATTEND BOARD MEETINGS?

24/7 I Stay home all day

LIST ALL COUNTY AND CITY BOARDS (MARION COUNTY OR ELSEWHERE) ON WHICH YOU HAVE PREVIOUSLY SERVED (INCLUDE DATES OF SERVICE):

RETURN FORM TO: MARION COUNTY BOARD OF COUNTY COMMISSIONERS
601 SE 25TH AVE., OCALA, FL 34471

PLEASE CALL THE COMMISSION OFFICE AT (352) 438-2323 IF YOU HAVE ANY QUESTIONS REGARDING YOUR APPLICATION.

I authorize Marion County to contact my references and I understand that all statements made on this application may be verified by Marion County, including background checks. In addition, I understand that any misstatements or material omissions on my application may result in my removal from my appointed position.

By signing this application, the applicant agrees to attend at least one (1) advisory board seminar within six (6) months from the date of his or her appointment.

SIGN: Karen Brenay

PRINT: Karen Brenay

MARION COUNTY BCC

RECEIVED BY BCC: MAY 05 2021

** This application will be kept on file for a period of one year from date receipt by the Board of County Commissioners. Should a vacancy occur on the board to which you have applied, you will be notified.*

Print Email

MARION COUNTY BOARD OF COUNTY COMMISSIONERS
APPLICATION FOR APPOINTMENT TO ADVISORY BOARD

NAME OF BOARD: Hills of Ocala MSTU Advisory Council for recreation DATE: 04/29/21

APPLICANT NAME: Jeffrey Hart

EMAIL: jthart008@yahoo.com

STREET ADDRESS: 10240 SW 134th Court

CITY: Dunnellon ZIP: 34432 HOME PHONE: 7274155665 WORK PHONE:

BUSINESS NAME:

BUSINESS ADDRESS:

OCCUPATION: PREVIOUS OCCUPATION: Realtor

REGISTERED VOTER: ☐ Yes ☐ No HAVE YOU EVER BEEN CONVICTED OF A FELONY? ☐ Yes ■ No

REFERENCES: NAME	ADDRESS	PHONE
1. Robert Alianiello		4439804478
2. Dave Doremus		4434743130
3. Mark Simpson		5807139140

(PLEASE DO NOT USE COMMISSIONERS AS REFERENCES)

PRESENT/PREVIOUS EMPLOYMENT RELATING TO THIS ADVISORY BOARD:

I currently serve on 2 Boards for properties that I own

PRESENT/PREVIOUS VOLUNTEER EXPERIENCE:

Current and previous Board experience

SPECIAL QUALIFICATIONS:

HOW MUCH TIME DO YOU HAVE MONTHLY TO PREPARE FOR AND ATTEND BOARD MEETINGS?

as much as necessary

LIST ALL COUNTY AND CITY BOARDS (MARION COUNTY OR ELSEWHERE) ON WHICH YOU HAVE PREVIOUSLY SERVED (INCLUDE DATES OF SERVICE):

Only homeowners or condominium boards

RETURN FORM TO: MARION COUNTY BOARD OF COUNTY COMMISSIONERS
601 SE 25TH AVE., OCALA, FL 34471

PLEASE CALL THE COMMISSION OFFICE AT (352) 438-2323 IF YOU HAVE ANY QUESTIONS REGARDING YOUR APPLICATION.

I authorize Marion County to contact my references and I understand that all statements made on this application may be verified by Marion County, including background checks. In addition, I understand that any misstatements or material omissions on my application may result in my removal from my appointed position.

By signing this application, the applicant agrees to attend at least one (1) advisory board seminar within six (6) months from the date of his or her appointment.

MARION COUNTY BCC

SIGN: Jeffrey Hart

RECEIVED BY BCC: APR 30 2021

PRINT: Jeffrey Hart

** This application will be kept on file for a period of one year from date receipt by the Board of County Commissioners. Should a vacancy occur on the board to which you have applied, you will be notified.*

Print Email

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3070 **Agenda Date:** 5/18/2021 **Agenda No.:** 10.3.

SUBJECT:
Board of Adjustment - Request Appointment of One (1) Full Member for a Full Term

INITIATOR:
Nadja M. Griffis, Executive Assistant

DEPARTMENT:
Commission Office

DESCRIPTION/BACKGROUND:
There is one (1) full member term expiring at the end of May. The current incumbent is eligible for re-appointment and the alternate incumbent is also eligible for appointment. These are the only applications received for this term.

- Ernest Hemschot (incumbent) - retired, attorney
- Michael Saxe (incumbent, alternate) - retired, law enforcement

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to appoint an applicant to the Board of Adjustment as a full member for a full term ending May 2024.

BCC Meeting May 18, 2021

ADVISORY BOARD VACANCIES – BALLOT

Please indicate your choice for appointment by checking the appropriate box

Board of Adjustment

Select one (1) applicant to serve as a full member for a full term. This term will commence immediately and expire May 2024.

Applicants shall review and make decisions under the Marion County Land Development Code regarding citizen requests for variances or special exemptions. Hear and decide appeals concerning interpretations of the Land Development Code by the Zoning Department Manager

Full Member for term
Ending May 2024

Ernest Hemschot (incumbent) – retired, Attorney	☐
Michael J. Saxe (incumbent - alternate) – retired, law enforcement	☐

Print: _____ Sign: _____

MARION COUNTY BOARD OF COUNTY COMMISSIONERS
APPLICATION FOR APPOINTMENT TO ADVISORY BOARD

NAME OF BOARD: MARION COUNTY BOARD OF ADJUSTMENT DATE: FEBRUARY 4, 2021

APPLICANT NAME: ERNEST HEMSCHOT

EMAIL: ernest@hemschot.com

STREET ADDRESS: 8432 SW 109TH STREET

CITY: OCALA ZIP: 34481 HOME PHONE: 973-951-7350 WORK PHONE:

BUSINESS NAME:

BUSINESS ADDRESS:

OCCUPATION: RETIRED PREVIOUS OCCUPATION: ATTORNEY AT LAW

REGISTERED VOTER: X Yes No HAVE YOU EVER BEEN CONVICTED OF A FELONY? Yes ■ No

REFERENCES:

NAME	ADDRESS			PHONE
1. ROBERT GRECO	35 LENOX ROAD,	WAYNE,	NEW JERSEY 07470	973-694-9129
2. SANDY DIGLIO	5 PATERSON PLACE,	NEWTON,	NEW JERSEY 07860	973-383-4796
3. ED SZABO	978 ROUTE 521,	NEWTON,	NEW JERSEY 07860	973-383-9440

(PLEASE DO NOT USE COMMISSIONERS AS REFERENCES)

PRESENT/PREVIOUS EMPLOYMENT RELATING TO THIS ADVISORY BOARD:

NONE

PRESENT/PREVIOUS VOLUNTEER EXPERIENCE:

DIRECTOR, NEWTON (NJ) CHAMBER OF COMMERCE

PRESIDENT, STILLWATER (NJ) HISTORICAL SOCIETY

VOLUNTEER, OCALA (FL) HABITAT FOR HUMANITY

SPECIAL QUALIFICATIONS:

30 YEARS AS AN ATTORNEY HANDLING NUMEROUS PLANNING AND ZONING APPLICATIONS

HOW MUCH TIME DO YOU HAVE MONTHLY TO PREPARE FOR AND ATTEND BOARD MEETINGS?

30 HOURS

LIST ALL COUNTY AND CITY BOARDS (MARION COUNTY OR ELSEWHERE) ON WHICH YOU HAVE PREVIOUSLY SERVED (INCLUDE DATES OF SERVICE):

MEMBER, MARION COUNTY LICENSE REVIEW BOARD 2016-2018*

MEMBER, NEWTON (NJ) BOARD OF ADJUSTMENT 2014-2016*

CHAIR, SUSSEX COUNTY (NJ) MENTAL HEALTH ADVISORY BOARD 2010-2016*

*DATES APPROXIMATE

RETURN FORM TO: MARION COUNTY BOARD OF COUNTY COMMISSIONERS
601 SE 25TH AVE., OCALA, FL 34471

PLEASE CALL THE COMMISSION OFFICE AT (352) 438-2323 IF YOU HAVE ANY QUESTIONS REGARDING YOUR APPLICATION.

I authorize Marion County to contact my references and I understand that all statements made on this application may be verified by Marion County, including background checks. In addition, I understand that any misstatements or material omissions on my application may result in my removal from my appointed position.

By signing this application, the applicant agrees to attend at least one (1) advisory board seminar within six (6) months from the date of his or her appointment.

SIGN: Ernest Hemschot

PRINT: ERNEST HEMSCHOT

RECEIVED BY BCC: MARION COUNTY BCC

FEB 04 2021

This application will be kept on file for a period of one year from date receipt by the Board of County Commissioners. Should a vacancy occur on the board to which you have applied, you will be notified.

Print **Email**

Rev. 11/4/16

Bio for Ernest Hemschot, 8432 SW 109th St., 973-951-7350
ernest@hemschot.com

I am originally from Sussex County, New Jersey. I am a graduate of William Paterson College in Wayne, New Jersey, with a Bachelor's degree in Criminal Justice Administration with high honors; a Master's degree in Criminal Justice from Indiana State University; and a Juris Doctorate in law from Rutgers University Law School. My career involved working as an Assistant Prosecutor in Warren County, New Jersey, where I headed up the Narcotics Task Force; a County Detective in Passaic County, New Jersey conducting felony investigations; and a Senior Assistant Prosecutor and Police Academy Instructor in Passaic County.

I was then a solo general practitioner with the Law Office of Ernest Hemschot in Newton, New Jersey. I am admitted to the bar in New Jersey, New York and Washington, DC. I was also an Adjunct Professor of Law at Sussex County Community College and was the Chairman of the Sussex County Mental Health Advisory Board. I have been a Director with the Greater Newton Chamber of Commerce (GNCC), and I have been honored with the GNCC award for New Member of the Year in 2011 and Volunteer of the Year in 2013. I also served as a Trustee for the Sussex County Historical Society, and President of the Stillwater Historical Society. When I retired and moved to Ocala in 2016, I volunteered with Habitat for Humanity building low income homes, and I was a member of the Marion County License Review Board, which investigates complaints against contractors. I am also a licensed New Jersey and Florida Realtor.

I believe that Marion County is a wonderful place to live, and if appointed I plan to work hard to keep it that way.



MARION COUNTY BOARD OF COUNTY COMMISSIONERS

APPLICATION FOR APPOINTMENT TO ADVISORY BOARD

(Please print or type)

NAME OF BOARD: Marion County Board of Adjustments DATE: 5//02/2020

APPLICANT NAME: Michael J. Saxe

EMAIL: Msaxe01@gmail.com

STREET ADDRESS: [redacted] HOME PHONE: [redacted]

CITY: [redacted] ZIP CODE : [redacted] WORK PHONE: [redacted]

BUSINESS NAME: ADDRESS:

OCCUPATION: Retired Detective PREVIOUS OCCUPATION:

REGISTERED VOTER? ☒ Yes ☐ No HAVE YOU EVER BEEN CONVICTED OF A FELONY? ☐ Yes ☒ No

REFERENCES: NAME	ADDRESS	PHONE
1. Gary Ernst	6861 SE 104th Street Belleview	352-362-2753
2. Brian Stoothoff	[redacted]	[redacted]
3. Chuck Broadway	3600 S Hwy 27 Cleremont	352-255-4980

(PLEASE DO NOT USE COMMISSIONERS AS REFERENCES)

PRESENT/PREVIOUS EMPLOYMENT RELATING TO THIS ADVISORY BOARD:

PRESENT/PREVIOUS VOLUNTEER EXPERIENCE:
Charman Board of Adjustment

SPECIAL QUALIFICATIONS: I have many years of experience serving in growth management in Marion County. I also have a lot of managerial experience in matters of government, proprry etc...

HOW MUCH TIME DO YOU HAVE MONTHLY TO PREPARE FOR AND ATTEND BOARD MEETINGS? Ample...

LIST ALL COUNTY AND CITY BOARDS (MARION COUNTY OR ELSEWHERE) ON WHICH YOU HAVE PREVIOUSLY SERVED (INCLUDE DATES OF SERVICE): Please refer to linked in Michael J. Saxe, I am cery wxperienced innthis

RETURN FORM TO: MARION COUNTY BOARD OF COUNTY COMMISSIONERS
601 SE 25TH AVE., OCALA, FL 34471

PLEASE CALL THE COMMISSION OFFICE AT (352) 438-2323 IF YOU HAVE ANY QUESTIONS REGARDING YOUR APPLICATION.

I authorize Marion County to contact my references and I understand that all statements made on this application may be verified by Marion County, including background checks. In addition, I understand that any misstatements or material omissions on my application may result in my removal from my appointed position.

By signing this application, the applicant agrees to attend at least one (1) advisory board seminar within six (6) months from the date of his other appointment.

RECEIVED

SIGN: _____ RECEIVED BY BCC: _____

PRINT: Michael J. Saxe MAY - 4 2020

** This application will be kept on file for a period of one year from date receipt by the Board of County Commissioners. Should a vacancy occur on the board to which you have applied, you will be notified.*

MARION CO BCC

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3080 **Agenda Date:** 5/18/2021 **Agenda No.:** 10.4.

SUBJECT:
Board of Adjustment - Request Approval to Advertise for One (1) Alternate Member for an Unexpired Term

INITIATOR:
Nadja M. Griffis, Executive Assistant

DEPARTMENT:
Commission Office

DESCRIPTION/BACKGROUND:
Michael Saxe currently serves as an alternate member on the Board of Adjustment and has requested to be considered for appointment to the same board as a full member in a full term (this was done in the preceding agenda item). Should he be appointed as a full member, there will be a vacancy on the board that will need to be advertised. This advertisement is dependent upon Mr. Saxe being appointed. Should he not be appointed, this action will not be necessary.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to approve advertisement for one (1) alternate member in an unexpired term for the Board of Adjustment, only upon appointment of Michael Saxe to same board as a full member.

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3118 **Agenda Date:** 5/18/2021 **Agenda No.:** 10.5.

SUBJECT:
Dog Classification Board - Request Acceptance of One (1) Resignation of an Alternate Member and Approval to Advertise for Vacancy for an Unexpired Term

INITIATOR:
Nadja M. Griffis, Executive Assistant

DEPARTMENT:
Commission Office

DESCRIPTION/BACKGROUND:
Angela Negron has tendered her resignation as an alternate member on the Dog Classification Board. She currently serves as an at-large, alternate member in a term ending May 2023.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to accept Ms. Negron's resignation and approve advertisement of an alternate member to the Dog Classification Board.

Griffis, Nadja

From: Angela Negron <ansrg874@gmail.com>
Sent: Monday, May 10, 2021 8:03 AM
To: Griffis, Nadja
Subject: Alternate on Dangerous Dog Board

Good morning,
I hope you are doing well. I will be resigning from the board effective immediately. We have purchased a home outside of Ocala and will be moving.

Thank you for allowing me to participate.
Angela Negron

MARION COUNTY BCC
MAY X 0 2021

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3076 **Agenda Date:** 5/18/2021 **Agenda No.:** 11.1.

SUBJECT:
Request Approval to Schedule a Workshop for an Update of the SW 49th Avenue, North Phase Preliminary Engineering Report (PER) on Tuesday, June 22, 2021 at 2:00 p.m. in the McPherson Governmental Campus Auditorium

INITIATOR:
Tracy Straub, P.E., County Engineer

DEPARTMENT:
Office of the County Engineer

DESCRIPTION/BACKGROUND:
A workshop is being requested to provide a presentation updating the Board and public on the SW 49th Avenue, North Phase Preliminary Engineering Report (PER) prior to scheduling a neighborhood meeting. The limits of the PER are from Marion Oaks Trail to SW 95th Street.

BUDGET/IMPACT:
None

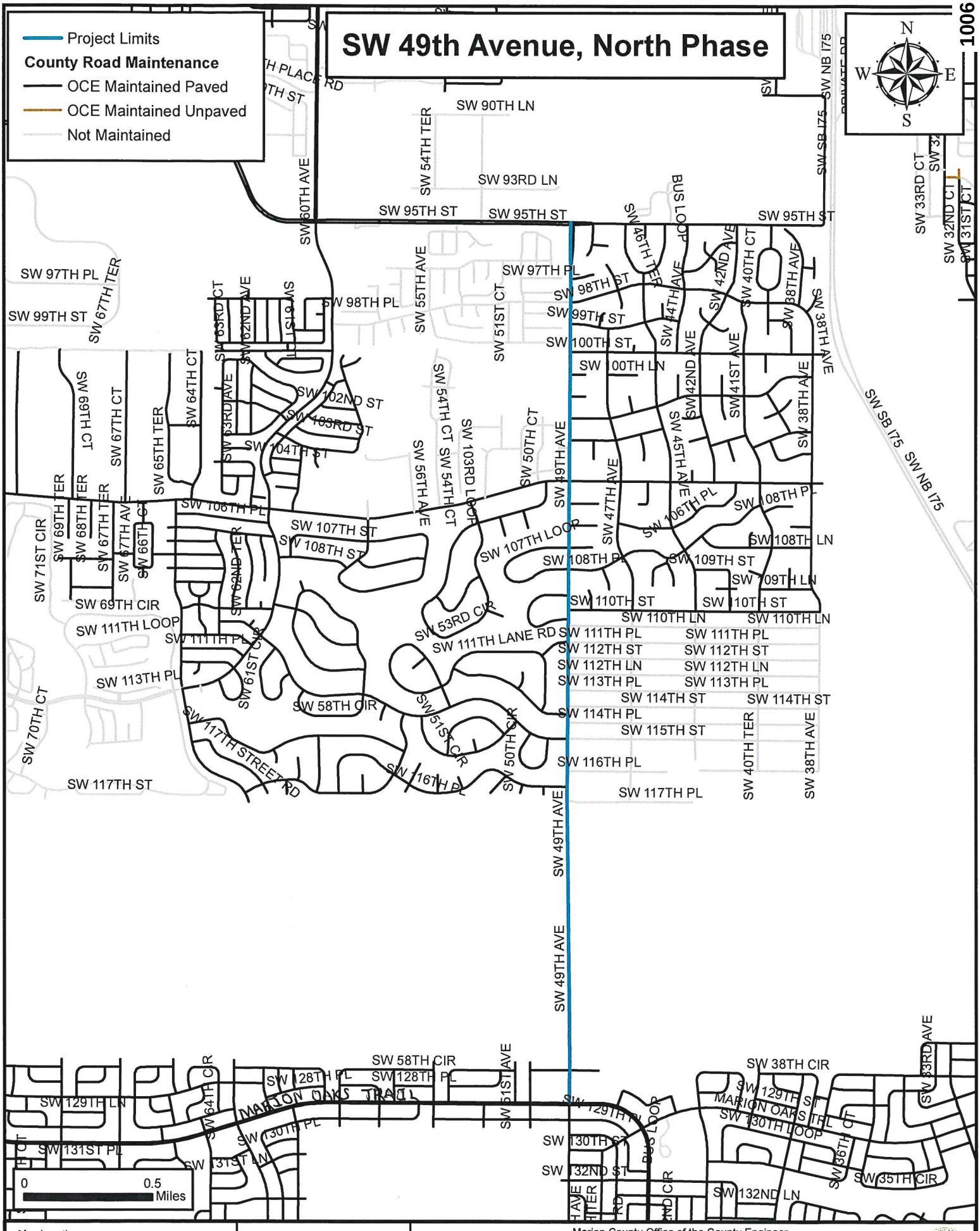
RECOMMENDED ACTION:
Motion to schedule a Workshop for an update on the SW 49th Avenue, North Phase Preliminary Engineering Report on Tuesday, June 22, 2021 at 2:00 p.m. in the McPherson Governmental Campus Auditorium.

SW 49th Avenue, North Phase

Project Limits

County Road Maintenance

- OCE Maintained Paved
- OCE Maintained Unpaved
- Not Maintained



Map Location: \\mcbcc1\dfs\gis_tr\loretta.beam\Maps\ Engineering Services\Don Atwell\ SW49thAveNorthPH_8X11_031417	Technician: lb Printed: 03/14/2017	Marion County Office of the County Engineer Asset Management Section 412 SE 25th Avenue Ocala, FL 34471

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3060 **Agenda Date:** 5/18/2021 **Agenda No.:** 11.2.

SUBJECT:
Request Approval to Schedule a Workshop for the 2022-2026 Strategic Plan "Empowering Marion Part II" on Wednesday, July 7, 2021 at 1:30 p.m. in the McPherson Governmental Campus Auditorium

INITIATOR:
Mounir Bouyounes, P.E. County Administrator

DEPARTMENT:
Administration

DESCRIPTION/BACKGROUND:
The existing Five (5) Year Empowering Marion for Success Strategic Plan will finish by the end of September 2021. Over the past few months the County Administrator has led an effort by Senior Management, Department Directors, and staff to evaluate the current status of our operation and identify challenges and opportunities that require special attention over the next five (5) years, 2022-2026, which will be Empowering Marion Part II. The intention of the workshop is to provide an overview of staff's progress on the proposed plan, which is still in the developmental stages, for Board discussion and feedback.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to approve and schedule a workshop for the 2022-2026 Strategic Plan "Empowering Marion Part II" on Wednesday, July 7, 2021 at 1:30 p.m. in the McPherson Governmental Campus Auditorium.

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3190 **Agenda Date:** 6/1/2021 **Agenda No.:** 11.1.

SUBJECT:
Request Approval to Schedule and Advertise a Public Hearing to Consider an Ordinance Authorizing the Creation of Marion County Local Provider Participation Fund Specifying the Method of Setting and Computing Annual Non-Ad Valorem Special Assessments to Help Offset Local Hospitals' Medicaid Deficiencies on Tuesday, June 15, 2021 at 10:00 a.m. in the McPherson Governmental Campus Auditorium

INITIATOR:
Matthew G. Minter, Attorney

DEPARTMENT:
Legal

DESCRIPTION/BACKGROUND:
The State approved participation in this program as part of the recent session (Senate Bill 2500). The program will make available additional funding to hospitals providing inpatient and outpatient services to Medicaid managed care enrollees and it is administered similar to the LIP program and has to be implemented by the County to benefit hospitals within its jurisdiction.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to schedule and advertise a public hearing to consider an ordinance authorizing the creation of Marion County local provider participation fund specifying the method of setting and computing annual Non-Ad Valorem special assessments to help offset local hospitals' Medicaid deficiencies on Tuesday, June 15, 2021 at 10:00 a.m. in the McPherson Governmental Campus Auditorium.

TITLE

ORDINANCE AUTHORIZING CREATION OF MARION COUNTY LOCAL PROVIDER PARTICIPATION FUND UNDER THE AUTHORITY OF ARTICLE VIII, SECTION 1(F) OF THE CONSTITUTION OF THE STATE OF FLORIDA AND SPECIFYING THE METHOD OF SETTING AND COMPUTING ANNUAL NON-AD VALOREM SPECIAL ASSESSMENTS TO BE DEPOSITED INTO THE FUND AND SPECIFYING AUTHORIZED USES FOR THE FUND PROCEEDS

WHEREAS, the hospitals in Marion County's jurisdiction (the "Hospitals") annually provide millions of dollars of uncompensated care to persons who qualify for Medicaid because Medicaid typically covers only 60% of the costs of the health care services actually provided by Hospitals to Medicaid-eligible persons, leaving hospitals with significant uncompensated costs ("Medicaid shortfall"); and

WHEREAS, the State of Florida (the "State") is seeking federal authority to establish the Statewide Medicaid Managed Care hospital directed payment program (the "DPP") to help offset hospitals' Medicaid shortfall and improve quality of care provided to the Florida Medicaid population; and

WHEREAS, impacted Hospitals have expressly asked Marion County (the "County") to impose an assessment upon certain real property owned by the Hospitals to help finance the non-federal share of the State's Medicaid program; and

WHEREAS, the only properties to be assessed in these localities are the real property sites of such Hospitals; and

WHEREAS, the County recognizes that one or more Hospitals within the County's boundaries may be located upon real property leased from governmental entities and that such Hospitals may be assessed because courts do not make distinctions on the application of special assessments based on "property interests" but rather on the distinction of the classifications of real property being assessed; and

WHEREAS, the funding raised by the County assessment will, through intergovernmental transfers ("IGTs") provided consistent with federal guidelines, support additional funding for Medicaid payments to Hospitals to address the Medicaid shortfall; and

WHEREAS, the County acknowledges that the Hospital properties assessed will benefit directly and especially from the assessment as a result of the above-described additional funding provided to said Hospitals; and

WHEREAS, the County has determined that a logical relationship exists between the Medicaid services provided by the Hospitals, which will be supported by the assessment, and the special and particular benefit to the real property of the Hospitals; and

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WHEREAS, the County has an interest in promoting access to health care for its low-income and under-insured residents; and

WHEREAS, leveraging additional federal support through the above-described IGTs to fund payments to the Hospitals for health care services provided to Medicaid eligible persons directly and specifically benefits the Hospitals' properties and supports their continued ability to provide those services; and

WHEREAS, imposing an assessment limited to those Hospital properties to help fund the provision of Medicaid services and the achievement of certain quality standards by the Hospitals to residents of the County is a valid public purpose that benefits the health, safety, and welfare of the citizens of the County; and

WHEREAS, the assessment ensures the financial stability and viability of the Hospitals providing such Medicaid services; and

WHEREAS, the Hospitals are important contributors to the overall County's economy and the financial benefit to these Hospitals directly and specifically supports their mission, as well as their ability to grow, expand, and maintain their facilities in concert with the population growth in the jurisdiction of the County; and

WHEREAS, the County finds the assessment will enhance the Hospitals' ability to grow, expand, maintain, improve, and increase the value of their facilities under all present circumstances and those of the foreseeable future; and

WHEREAS, the County is proposing a properly apportioned assessment by which all Hospitals will be assessed a uniform amount that is compliant with 42 C.F.R. § 433.68(d); and

WHEREAS, on --------- the County adopted this Ordinance ------- enabling the County to levy a uniform non-ad valorem special assessment, which by definition is fairly and reasonably apportioned among the Hospitals' properties within the County's jurisdictional limits, to establish and maintain a system of funding for IGTs to support the non-federal share of Medicaid payments, thus directly and specially benefitting Hospital properties.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA:

SECTION 1. Chapter 10 of the Marion County Code, is hereby amended, by adding a new Article XVI as follows:

Sec. 10-450. – Title.

This Article XVI shall be known and may be cited as the "Marion County Local Provider Participation Fund Ordinance."

Sec. 10-451. - Authority.

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Pursuant to Article VIII, Section 1(f) of the Constitution of the State of Florida and Chapter 125 of the Florida Statutes, the Board is hereby authorized to impose a special assessment against private for-profit and not-for-profit hospitals located within the County to fund the non-federal share of Medicaid payments associated with Local Services.

Sec. 10-452. - Purpose.

The non-ad valorem special assessment authorized by this article shall be imposed, levied, collected, and enforced against Assessed Properties located within the County. Proceeds from the Assessment shall be used to benefit Assessed Properties through enhanced Medicaid payments for Local Services. When imposed, the Assessment shall constitute a lien upon the Assessed Properties equal in rank and dignity with the liens of all state, county, district, or municipal taxes and other non-ad valorem assessments, and failure to pay may cause foreclosure proceedings to be instituted that could result in loss of title. The Assessment shall be computed and assessed only in the manner provided in this Ordinance.

Sec. 10-453. - Alternative Method

This Ordinance shall be deemed to provide an additional and alternative method, as specified in § 197.3631, Fla. Stat., for the assessment and collection of the non-ad valorem special assessment described herein. The Ordinance shall be regarded as supplemental and additional to powers conferred by other laws and shall not be regarded as in derogation of any powers now existing or which may exist in the future. This Ordinance, being necessary for the health, safety, and welfare of the inhabitants of the County, shall be liberally construed to effect the purposes hereof.

Sec. 10-454. - Definitions.

When used in this Ordinance, the following terms shall have the following meanings, unless the context clearly requires otherwise:

Annual Final Assessment Resolution means the resolution described in Sections 10-463 and 10-464 hereof, which shall be the final proceeding for the imposition of an Assessment, establishing the rate for the non-ad valorem assessment for a specific Fiscal Year.

Assessed Property means an Institutional Health Care Provider holding a right of possession and right of use to real property in the County through an ownership or leasehold interest, thus making it subject to the Assessment.

Assessment means a non-ad valorem special assessment imposed by the County on Institutional Health Care Providers located in the County limits to fund the non-federal share of Medicaid and Medicaid managed care payments directed to hospitals providing Local Services in the County.

Assessment Coordinator means the person appointed to administer the Assessment imposed pursuant to this Article, or such person's designee.

Assessment Resolution means the resolution described in Section 10-458 hereof.

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Board means the Board of County Commissioners of Marion County, Florida.

Comptroller means the Marion County Comptroller, ex officio Clerk to the Board, or other such person as may be duly authorized to act on such person's behalf.

County means Marion County, Florida.

Fiscal Year means the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law as the fiscal year for the County.

Institutional Health Care Provider means a private for-profit or not-for-profit hospital that provides inpatient hospital services.

Local Services means the provision of inpatient and outpatient hospital services to Medicaid, indigent and uninsured members of the Marion County community.

Non-Ad Valorem Assessment Roll means the special assessment roll prepared by the County.

Ordinance means the Marion County Local Provider Participation Fund Ordinance.

Tax Collector means the Marion County Tax Collector.

Sec. 10-455. - Interpretation.

Unless the context indicates otherwise, the terms “hereof,” “hereby,” “herein,” “hereto,” “hereunder” and similar terms refer to this Article. The term “hereafter” means after, and the term “heretofore” means before the effective date of the Ordinance.

Sec. 10-456. - Assessment.

Pursuant to § 125.01, Fla. Stat., the Board is hereby authorized to create a non-ad valorem special assessment that shall be imposed, levied, collected, and enforced against Assessed Property to fund the non-federal share of Medicaid payments benefitting Assessed Properties providing Local Services in the County. Funds generated as a result of the Assessment shall be held in a separate account called the local provider participation fund and shall be available to be used only to (1) provide to the Florida Agency for Health Care Administration the non-federal share for Medicaid payments to be made directly or indirectly in support of hospitals serving Medicaid beneficiaries and (2) reimburse the County for administrative costs associated with the implementation of the Assessment authorized by this Ordinance, as further specified in the Assessment Resolution.

The Assessment will be broad based, and the amount of the Assessment must be uniformly imposed on each Assessed Property. The Assessment may not hold harmless any Institutional Health Care Provider, as required under 42 U.S.C. § 1396b(w). As set forth in Section 10-452, the Assessment shall constitute a lien upon the Assessed Properties equal in rank and dignity with the liens of all state, county, district, or municipal taxes and other non-ad valorem assessments. In addition to other remedies available at law

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or equity, the enforcement of the aforesaid Assessment shall be at the same time and in like manner as ad valorem taxes and subject to all ad valorem tax enforcement procedures afforded to use of the official annual real property tax notice.

Creation and implementation of the Assessment will not result in any additional pecuniary obligation on the County, Board, or County residents as the Assessment shall be imposed, levied, collected, and enforced against only Assessed Properties, and the Assessment Resolution shall provide that the County's administrative costs shall be reimbursed from the collected amounts. The County's administrative costs shall not exceed $150,000. Any reasonable expenses the County incurs to collect delinquent assessments, including any attorney's fees incurred as a result of contracting with an attorney to represent the county in seeking and enforcing the collection of delinquent assessments, are not subject to the limitation on administrative costs.

Sec. 10-457.- Computation of Assessment.

The annual Assessment shall be specified for each Assessed Property. The Board shall set the Assessment in amounts that in the aggregate will generate sufficient revenue to fund the non-federal share of Medicaid payments associated with Local Services to be funded by the Assessment.

The amount of the Assessment required of each Assessed Property may not exceed an amount that, when added to the amount of other required assessments, equals an amount of revenue that exceeds the maximum percent of the aggregate net patient revenue of all Assessed Hospitals in the County permitted by 42 C.F.R. § 433.68(f)(3)(i)(A). Assessments for each Assessed Property will be derived from data contained in the Florida Hospital Uniform Reporting System, as available from the Florida Agency for Health Care Administration.

Sec. 10-458. - Assessment Resolution.

The Assessment Resolution shall describe (a) the Medicaid payments proposed for funding from proceeds of the Assessment; (b) the benefits to the Assessment Properties associated with the Assessment; (c) the methodology for computing the assessed amounts; and (d) the method of collection, including how and when the Assessment is to be paid.

Sec. 10-459. - Non-Ad Valorem Assessment Roll.

The Assessment Coordinator shall prepare, or direct the preparation of, the Non-Ad Valorem Assessment Roll, which shall contain the following:

a) The names of the Assessed Properties;

b) The Assessment rate and amount of the Assessment to be imposed against each Assessed Property based on the Assessment Resolution.

The Non-Ad Valorem Assessment Roll shall be retained by the Assessment Coordinator and shall be open to public inspection. The foregoing shall not be construed to require that the Assessment Roll be in

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printed form if the amount of the Assessment for each Assessed Property can be determined by use of a computer terminal available to the public.

Sec. 10-460. - Notice by Publication.

Upon completion of the Non-Ad Valorem Assessment Roll, the Assessment Coordinator shall publish once in a newspaper of general circulation within the County a notice stating that at a meeting of the Board on a certain day and hour, not earlier than 20 calendar days from such publication, which meeting shall be a regular, adjourned, or special meeting, the Board will hear objections of all interested persons to approve the aforementioned Non-Ad Valorem Assessment Roll. Such notice shall include:

a) The Assessment rate;

b) The procedure for objecting to the Assessment rate;

c) The method by which the Assessment will be collected; and

d) A statement that the Non-Ad Valorem Special Assessment Roll is available for inspection at the Office of the Assessment Coordinator.

Sec. 10-461. - Notice by Mail.

In addition to the published notice required by Section 10-460, but only for the first fiscal year in which an Assessment is imposed by the Board against Assessed Properties, the Assessment Coordinator shall provide notice of the proposed Assessment by first class mail to the Assessed Properties. Such notice shall include:

a) The purpose of the Assessment;

b) The Assessment rate to be levied against each Assessed Property;

c) The unit of measurement applied to determine the Assessment;

d) The total revenue to be collected by the County from the Assessment;

e) A statement that failure to pay the Assessment will cause a tax certificate to be issued against the property or foreclosure proceedings to be instituted, either of which may result in a loss of title to the property;

f) A statement that all affected and/or interested parties have a right to appear at the hearing and to file written objections with the Board within 20 days of the notice; and

g) The date, time, and place of the hearing.

Notice shall be mailed at least 20 calendar days prior to the hearing to each Assessed Property at such address as is shown on the Assessment Roll. Notice shall be deemed mailed upon delivery thereof to the possession of the United States Postal Service. The Assessment Coordinator may provide proof of such

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notice by affidavit. Failure of the Assessed Property to receive such notice, due to mistake or inadvertence, shall not affect the validity of the Assessment Roll or release or discharge any obligation for payment of the Assessment imposed by the Board pursuant to this Article.

Sec. 10-462. - Adoption of Assessment Resolution and Non-Ad Valorem Assessment Roll.

At the time named in the notice, the Board shall receive and consider any written objections of interested persons. All objections to the Assessment Resolution and Non-Ad Valorem Assessment Roll shall be made in writing and filed with the Assessment Coordinator at or before the time or adjourned time of such hearing. At the date and time named in the notice, the Board may adopt the Assessment Resolution and Non-Ad Valorem Assessment Roll which shall:

a) Set the rate of the Assessment to be imposed;

b) Approve the Non-Ad Valorem Assessment Roll, with such amendments as it deems just and right; and

c) Affirm the method of collection.

Sec. 10-463. - Annual Final Assessment Resolution.

The Board may revise the Non-Ad Valorem Assessment Roll during the Fiscal Year to modify the Assessment rate. However, the Board must adopt an Annual Final Assessment Resolution during the Fiscal Year to memorialize the final rate applicable for the Fiscal Year.

Sec. 10-464. - Effect of Annual Final Assessment Resolution.

The adoption of the Annual Final Assessment Resolution shall be the final adjudication of the issues presented (including, but not limited to, the method of apportionment and Assessment, the Assessment rate, the initial rate of Assessment, the Non-Ad Valorem Assessment Roll, and the levy and lien of the Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of Board action on the Annual Final Assessment Resolution. The Non-Ad Valorem Assessment Roll shall be delivered to the Tax Collector or such other official as the Board by resolution shall designate.

Sec. 10-465. - Method of Collection.

The amount of the assessment is to be collected pursuant to the Alternative Method, as specified in the Assessment Resolution.

Sec. 10-466. - Refunds.

If, at the end of the Fiscal Year, additional amounts remain in the local provider participation fund, the Board is hereby authorized to make refund to Assessed Properties in proportion to amounts paid in during the Fiscal Year for all or a portion of the unutilized local provider participation fund.

Sec. 10-467. - Responsibility for Enforcement.

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The County and its agent, if any, shall maintain the duty to enforce the prompt collection of the Assessment by the means provided herein. The duties related to collection of assessments may be enforced at the suit of any holder of obligations in a court of competent jurisdiction by mandamus or other appropriate proceedings or actions.

Sec. 10-468. - Correction of Errors and Omissions.

No act of error or omission on the part of the Comptroller, Property Appraiser, Tax Collector, Assessment Coordinator, Board, or their deputies or employees shall operate to release or discharge any obligation for payment of the Assessment imposed by the Board under the provision of this Chapter.

SECTION 2. APPLICABILITY.

It is hereby intended that this Ordinance shall constitute a uniform law applicable in all unincorporated areas of Marion County, Florida, and to all incorporated areas of Marion County where there is no existing conflict of law or municipal ordinance.

SECTION 3. SEVERABILITY.

If any portion of this Ordinance is for any reason held invalid or declared to be unconstitutional, inoperative, or void by any court of competent jurisdiction, such holdings shall not affect the validity of the remainder of this Ordinance.

SECTION 4. RESOLUTION OF CONFLICT OF LAWS.

In all instances where Florida law, as evidenced by the Florida Administrative Code, Florida Statutes, applicable case law or otherwise, mandates standards or requirements that are stricter than the provisions of this Ordinance, or where a matter is addressed by Florida law that is not addressed by this Ordinance, then said law shall govern. In situations where this Ordinance addresses a matter in a manner that is stricter than that of Florida law, the provisions of this Ordinance shall control.

SECTION 5. INCLUSION IN THE MARION COUNTY CODE.

The provisions of this Ordinance shall be included and incorporated in the Marion County Code, as an addition or amendment thereto, and shall be appropriately renumbered to conform to the uniform numbering system of the Marion County Code, once established.

SECTION 6. FILING OF ORDINANCE.

In accordance with the provisions of § 125.66, Fla. Stat., a certified copy of this Ordinance shall be filed with the Florida Department of State.

SECTION 7. EFFECTIVE DATE.

This Ordinance shall become effective [INSERT] XX, 2021.

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Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3069 **Agenda Date:** 5/18/2021 **Agenda No.:** 12.2.1.

SUBJECT:
Present Commission Calendar

INITIATOR:
Nadja M. Griffis, 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**
May 18 9:00 am	Commission Meeting	Regularly scheduled for the first and third Tuesday of every month.
May 18 10:00 am	Public Hearing	For an Ordinance related to Signature Authority.
May 18 2:00 pm	Commission Meeting (Zoning)	Regularly scheduled for the third Tuesday of every month.
May 18 2:00 pm*	Public Hearing	To Declare a Resolution for Consideration of a Road Closure Petition associated with West End Ocala.
May 24 9:00 am	Commission Workshop	For the FY20/21 Proposed PCI Projects – Fore Acres 1st Addition.
May 24 9:00 am*	Commission Workshop	For the FY20/21 Proposed PCI Projects – Cedar Hills.
May 24 9:00 am*	Commission Workshop	For the FY20/21 Proposed PCI Projects – Roosevelt Village Unit 1.
May 24 1:30 pm	Public Hearing	For Ridgewood Park 1st, 2nd, and 3rd Additions/We-Ten Unrecorded Road Improvement.
May 24 1:30*	Public Hearing	For Edgewood Road Improvements.
May 24 1:30*	Public Hearing	For Emil-Marr Road Improvements.

Date time	Meeting type	Meeting description
May 24 2:30 pm	Commission Workshop	To Discuss Marion Oaks Municipal Service Benefit Unit (MSBU).
May 25 1:30 pm	Commission Workshop	To Consider a Proposed Ordinance Relating to the Operation of Non-Emergency Medical Transportation System.
May 25 4:00 pm	Ocala/Marion County Transportation Planning Organization	Regularly scheduled for the fourth Tuesday of every month.
June 1 9:00 am	Commission Meeting	Regularly scheduled for the first and third Tuesday of every month.
June 1 10:00 am	Public Hearing	For the Creation of Heather Island Market Center Municipal Service Benefit Unit (MSBU).
June 1 2:00 pm	Commission Meeting (Reasonable Accommodation & DRC Waivers)	Regularly scheduled for the first Tuesday of every month.
June 1 2:00 pm*	Public Hearing	For Bluefields Road Improvement.

*Or as soon thereafter as possible.

05/18/21

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3148 **Agenda Date:** 5/18/2021 **Agenda No.:** 14.1.1.

SUBJECT:
Present Letter Dated April 29, 2021 from Veterans Helping Veterans USA, Inc. Regarding Request for Continuation of Funding in FY 21/22 Budget

INITIATOR:
Mounir Bouyounes, P.E. County Administrator

DEPARTMENT:
Administration

DESCRIPTION/BACKGROUND:
See attached.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
For information only.

1021

Veterans Helping Veterans USA, Inc.

2730 E Silver Springs Blvd. Unit 200
Ocala, FL 34470-7006
Phone: (352) 433-2320
Fax: (352) 340-1290
Email: vetshelpingvets@vhvusa.org
www.vhvusa.org

Division of Consumer Certificate of Exemption
CH 40306

FL Consumer Certificate of Exemption
85-8012876070C-0

April 29, 2021

(HAND DELIVERED)
Mounir Bouyounes, PE
Marion County Administrator
601 SE 25th Ave.
Ocala, FL 34471

Dear Administrator Bouyounes:

As you know, Vets Helping Vets has become one of the largest social service providers in North Florida for veterans and their families. We provide a full range of social services including transportation assistance, utility assistance, food, clothing, emergency housing, rent assistance and a variety of other services that most other agencies do not provide. In fact, we have become the subject of a number of media stories because of our uniqueness in providing services with a very low overhead cost. In addition, we have become the model for a number of other counties, including counties from other states who want to provide services for veterans. While many agencies and businesses shut their doors during the Corona Virus crisis, Veterans Helping Veterans stayed open and served veterans and their families.

The partnership between Marion County government and Vets Helping Vets is unique and is recognized by the residents of Marion County as an essential service for veterans and their families. However, we are expanding our services and those services require dollars. Please note that 100% of the $24,000 we are requesting will be spent on social services with no administrative costs included. These services will be spent to provide social services to needy and homeless veterans and their families.

We are looking forward to Marion County continuing the positive and unique partnership between Vets Helping Vets and Marion County and therefore are requesting a continuation of funding in the amount of $24,000 in a pass-through manner in your 2021-2022 budget.

Thank you for your cooperation and support in the past and, hopefully, in the future.

Sincerely,

Henry L. Whittier
Executive Director

cc: Marion County Board of County Commissioners
Jeffrey Askew, Director, Marion County Veterans Services

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3032 **Agenda Date:** 5/18/2021 **Agenda No.:** 14.1.2.

SUBJECT:
Present Letter Dated April 30, 2021 from Florida Department of Transportation (FDOT) Regarding Public Information Meeting for East Silver Springs Boulevard Intersection Safety Improvements

INITIATOR:
Mounir Bouyounes, P.E. County Administrator

DEPARTMENT:
Administration

DESCRIPTION/BACKGROUND:
See attached.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
For information only.

From: Shams, Taleb <Taleb.Shams@dot.state.fl.us>
Sent: Friday, April 30, 2021 2:52 PM
To: Rickman, Jeannie <Jeannie.Rickman@marionfl.org>
Subject: FW: 445800-1 SR 40 at SR 492 email addresses

Florida Department of Transportation

RON DESANTIS
GOVERNOR

719 South Woodland Boulevard
DeLand, Florida 32720-6834

KEVIN J. THIBAULT, P.E.
SECRETARY

April 30, 2021

Subject: **Public Information Meeting**
East Silver Springs Boulevard (S.R. 40) Intersection Safety Improvements
Marion County
Financial Project Identification (FPID) No.: 445800-1

Dear Government Partner:

The Florida Department of Transportation (FDOT) invites you to a public meeting regarding project plans on East Silver Springs Boulevard (State Road (S.R.) 40) at NE 14th Street (S.R. 492) on Tuesday, May 25, at 5:30 p.m.

The purpose of this project is to improve safety at the East Silver Springs Boulevard and NE 14th Street intersection. Proposed improvements include replacing the existing free-flow dual right turn lanes from westbound East Silver Springs Boulevard to westbound NE 14th Street with a signalized, single right turn lane for both driver and pedestrian safety. The project will also enhance safety for bicyclists by adding a 7-foot-wide, buffered bike lane beginning on East Silver Springs Boulevard and connecting to the existing bicycle lane on NE 14th Street. New pedestrian crosswalks will also be added. Other improvements include replacing and upgrading existing traffic signals, reconstructing the concrete median island next to the right turn lanes on westbound East Silver Springs Boulevard, and resurfacing the roadway within the project limits. The public meeting is being held to present information and receive community feedback.

The Department is offering multiple ways for the community to participate in the meeting. All participants, regardless of platform they choose, will receive the same information on the proposed project.

- **Virtual Option:** Interested persons may join the Virtual Public Meeting (VPM) from a computer, tablet or mobile device. A VPM is a free live presentation or webinar over the internet. For this option, advance registration is required by visiting the link below. Once registered, participants will receive a confirmation email containing information about joining the meeting online. Please note, Internet Explorer cannot be used to register or attend this webinar. https://bit.ly/3d3IUgf.

- **Phone Option (Listen Only):** Participants may join the meeting in listen-only mode by dialing 1-877-309-2071 and entering the passcode 128-727-699 when prompted.

- **In-Person Open House Option:** Participants may attend in person by going to Southeastern Livestock Pavilion Auditorium at UF/IFAS Extension Services at 2228 NE Jacksonville Road, Ocala, FL 34470. The in-person meeting will be an open house where participants can stop by anytime between 5:30 p.m. and 7 p.m. to view a looping presentation and project displays, speak with project team members, and submit comments or questions. The Department requests advance registration for this option to ensure all attendees are accommodated safely and according to social distancing guidelines. To register for the in-person open house option, please contact the project manager by using the contact information listed at the end of this letter. Attendees will be asked to follow all safety and sanitation guidelines as well as adhere to any local ordinances. Persons who are not feeling well should not attend the in-person meeting.

The virtual and in-person meeting location will open at 5:30 p.m. on Tuesday, May 25. If joining online, please allow adequate log-in time to view the presentation in its entirety.

All meeting materials, including the presentation, will be available on the project website at www.cflroads.com/project/445800-1 prior to the meeting.

FDOT is sending notices to all property owners, business owners, interested persons and organizations to provide the opportunity to offer comments and express their views regarding this project and the proposed improvements.

Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability, or family status. Persons wishing to express their concerns relative to FDOT compliance with Title VI may do so by contacting Jennifer Smith, FDOT District Five Title VI Coordinator, at Jennifer.Smith2@dot.state.fl.us.

Persons who require accommodations under the Americans with Disabilities Act (ADA) or persons who require translation services (free of charge) should contact Shari Croteau at 321-795-0984 or Shari.Croteau@qcausa.com at least seven (7) days prior to the meeting. If you are hearing or speech impaired, please contact us by using the Florida Relay Service, 1-800-955-8771 (TDD) or 1-800-955-8770 (Voice).

If you have any questions or comments about the project, please contact me by phone at 386-943-5231, or by email at Taleb.Shams@dot.state.fl.us, or U.S. mail at Florida Department of Transportation, 719 S. Woodland Boulevard, MS 542, DeLand, Florida 32720.

Sincerely,

Taleb Shams, P.E.

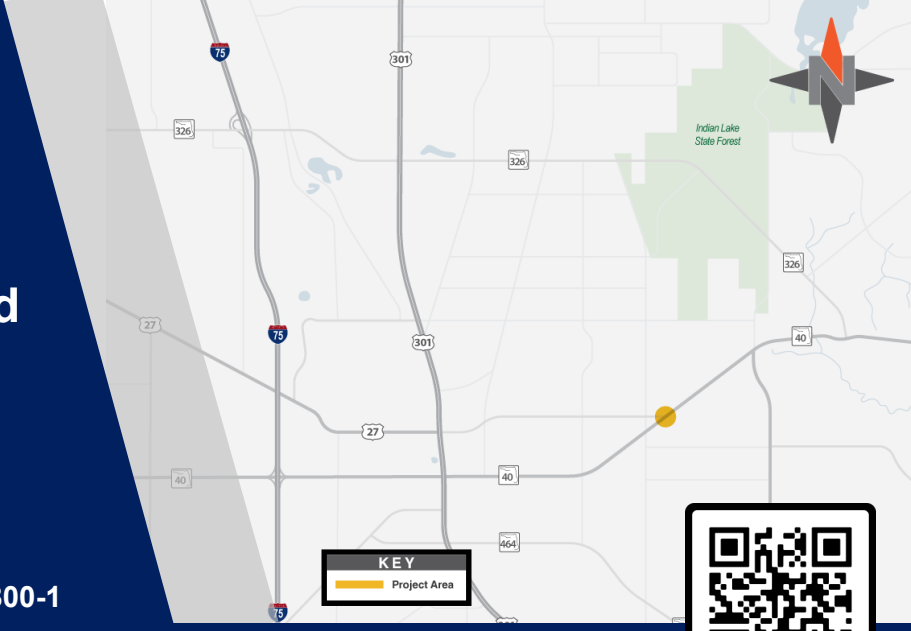
Taleb Shams, P.E.
FDOT Project Manager

Attachment: Project Information Handout

East Silver Springs Boulevard (S.R. 40) Intersection Safety Improvements

Marion County

Financial Project Identification (FPID) No.: 445800-1



Project Description

The Florida Department of Transportation (FDOT) is proposing changes to the intersection of East Silver Springs Boulevard (State Road (S.R.) 40) and NE 14th Street (S.R. 492) in Ocala to improve safety for drivers, bicyclists, and pedestrians. The project will replace the existing free-flow dual right turn lanes from westbound East Silver Springs Boulevard to westbound NE 14th Street with a single, signalized right turn lane.

Bicycle safety will be enhanced by creating a 7-foot-wide, buffered bike lane beginning on East Silver Springs Boulevard and connecting to the existing bicycle lane on NE 14th Street. Other safety improvements include adding new pedestrian crosswalks and constructing sidewalk curb ramps that comply with current Americans with Disabilities Act (ADA) standards. Work on the project will also include replacing the existing traffic signal poles, reconstructing the concrete median island next to the right turn lanes, and resurfacing.

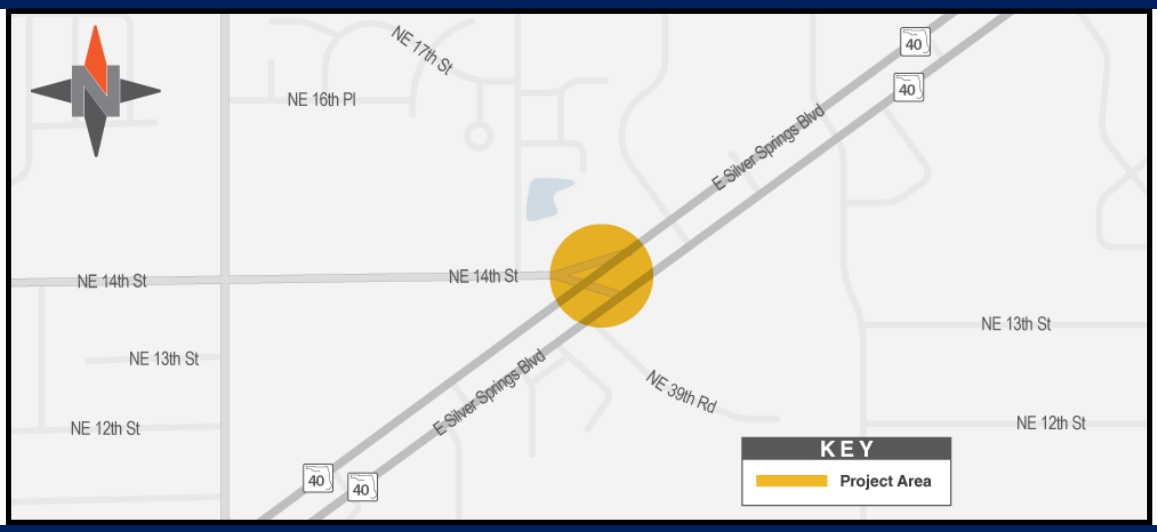
Project Status and Estimated Costs*

Design:	Ongoing: completion early 2022	$	661,000
Right of Way:	Within existing		—
Construction:	Funded: summer 2022	$	876,000

*subject to change

Contact:

Taleb Shams, P.E.
FDOT Project Manager
386-943-5231
Taleb.Shams@dot.state.fl.us



Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3117 **Agenda Date:** 5/18/2021 **Agenda No.:** 14.1.3.

SUBJECT:
Present CEP April 2021 Activity Report and Performance Matrix

INITIATOR:
Mounir Bouyounes, P.E. County Administrator

DEPARTMENT:
Administration

DESCRIPTION/BACKGROUND:
See attached.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
For information only.

OCALA METRO CHAMBER & ECONOMIC PARTNERSHIP

Activity Report
Business Advocacy

April 2021



Tamara Fleischhaker
VP of Business Advocacy & Partner Services

Business Advocacy	Plan and Implement an Inter-City Visit (Quest): The Quest: Asheville trip will be September 7-9. Hotel and airline contracts updated. Working on additional location contracts and reaching out to pre-registered attendees to confirm participation.
	Attend at least 1 hearing or workshop a month: None for April
	Survey partners twice annually on issues: None for April
	Host 2 workshops on local issues: No workshops for April
	Tracking Legislative Agenda items as the Session winds down. Beginning the U.S. Chamber Accreditation application process. Due August 31st.



Joe Reichel
Director of Business Advocacy

Business Advocacy	Avg exCEPtional mornings attendance of 275: 180
	Host 2 opportunities for elected officials to address the local business community: None in April
	Develop and publish an election guide for candidate & issues: Eliminated guides and produced a broadcast forum with candidates on key issues for the business community.
	Attend four local government meetings per month: 3
	Advocate for CEP partners: There were seven connections with the city and two connections with the county nade for eight different partners.

Notes: Attended the Florida Chamber's weekly Advocacy Zoom calls.

OCALA METRO CHAMBER & ECONOMIC PARTNERSHIP

Activity Report
Business Attraction

April 2021



Brett Barnes

VP of Job Creation

Business Attraction	Submitted RFI's for 3 large new manufacturing projets: Project Blue, Darwin, Squid, and Nitro. More info next month.
	Had muyltipl.e meetings with large multi-family developers considering our metro for new facilities with amenities.
	Currently there are 6 national and one local developer pursuing 4 million square feet of speculative in our market. Our Metro is on fire.
	Project Alien: Fortune 500 company considering Ocala for a 600,000 s.f. production facility. Jobs: 250, Investment: $42M.
	Project Grain: Fortune 300 food company considering Ocala for a 600,000 s.f. production facility. Jobs: 200, Investment: $50M.



Erin Jones

Director of Healthcare Development

Healthcare Development	Project Lorem Grand opening R/C May
	Project Armor, still awaiting connection direct from CEO
	Project Pasafino- CEO able to use county funds for research with hosptials and then seperate intro to Renstar for additional research project
	HC Incubator and new CEP partner acquired. Looking for collab with Artemis for lab use and 1 more resident needed for HC tech. Visiting Gainesville to see how it is set up in May
	LLH HC Page Launched. 3 month analytic pull in May- looking for redirection of states if needed.

Activity is through the roof. Increased time spent with multi-familiy developers considering our metro for projects.



OCALA METRO CHAMBER & ECONOMIC PARTNERSHIP

Activity Report
Business Creation

April 2021



Ryan Lilly
VP of Business Creation

2nd Stage Businesses

Clients: Met with 18 clients in the monthy of April - client activity remains steady.
Shows: Now targeting National Fire Industry Trade Show in August 2021 and smaller, regional tradeshows as they come back online.
Prospects: Two new second stage prospects in the month of April
Site Visits: There was one call and site visit in April.
Locations: There were no new locations in April.



Jessica Cairnes
Director of Business Creation

Power Plant Incubator

Total occupancy at the Power Plant Incubator campus - 100%
1 Million Cups - Started back meetings in person at PPBI with an average in person attenance of 12 people and 14 online watching. Currently looking for a coffee sponsor each week for program.
Total jobs created by PPBI (current and graduates): 700
Resident programming - none for April. Meeting planned for May with new residents incoming.
We welcome three new Resdients: Rising Essence LLC, IWT Health, and Zeneration Media. Two more residnets incoming for May.



Cherrietta Prince
Director of Impact

Impact

IMPACT coordinated the first class completely in Spanish "Introduction to Business" training with the SBA.
Counseled 22 new entrepreneurs; 74 hours TA to verify County Micro Loan expenditures, train WMBE certification for Construction (sponsored by Ausley) and assist SBA loan programs. Coordinated new City Microenterprise Loan (with BC team).
IMPACT FastTrac® III graduated 15 students. Cherrietta attended FastTrac® Directors' Training on "Marketing Your FastTrac® Program," and shared tools utilized in the IMPACT FastTrac® Training series to market and develop local Ocala Metro classes.
Coordinated "Student Highlight" V. Richard Charles (owner, TL Marion HVAC Services) for College of Central Florida. A FastTrac® graduate and IMPACT Construction partner, he will receive CF's first Rapid Credentialing Entrepreneurship Certificate.
Javier Rojas of Fontana Realty was featured on the IMPACT Review Video Series (sponsored by Duke Energy). He shared a realtor's perspective of the current housing market. Javier graduated from the first FastTrac® Entrepreneurship Training cohort.

OCALA METRO CHAMBER & ECONOMIC PARTNERSHIP

Activity Report
Business Creation

April 2021



Tyler LeCompte
Director of Entrepreneurship Services

2nd Stage Businesses

Technical Assistance: Five (5) client meetings in month of April
Recruited two (2) new Power Plant applicant/residents
Support CEP Team with Five (5) Ribbon Cuttings, Annual Luncheon, BAH & ExCEPtional Mornings
Equine Initiative - Video interview with Pegasus App Team (new CEP partners), EIO Meeting - 24 attendees
IMPACT - Supported City of Ocala Micro Loan program (Cherrietta) - 97 total applications, 11 Full Applications, 6 Completed Apps, 5 pending Documents, 28 Disqualified

OCALA METRO CHAMBER & ECONOMIC PARTNERSHIP

Activity Report
Business Retention

April 2021



Bart Rowland

Director of Job Creation

Business Retention	**Retention visits:** 16 and 1 visit from out of state industrial broker.
	Coordinated 3 vaccination clinics for 3 Marion County businesses with Marion County Emergency Management: **FedEx Ground, Amazon, Dollar Tree**.
	Added **3 existing industry expansion projects** to my project list.
	CareerSource CLM referrals: Made 13 referrals including 5 businesses needing recruiting assistance.
	2021 CareerSource Citrus, Levy, Marion State of the Workforce Conference, Enterprise Florida Marketing Webinar, and ACCE From the Winner's Circle: Manufacturing Day webinar.



Dean Blinkhorn

Director of Talent

NextWorks	One-on-one meetings: Jennifer Fryns at CF, Melissa with CareerSource, Ashley Morgan with CTE, Mike with MTC, Ken with MCPS, Rick Vander Weele, Angela with Wawa, Sara Lefils with SE Youth Fair
	Committee meetings: Community Partnership School, GOMARION!, Career Signing Day (2), Healthcare Council
	CTE meetings: none
	NEXTworking: Done virtually. 3 classes participated, 6 industry experts, 75 students
	Educator engagements: Live Life Here seminars (3), Private School Luncheon (8), Power BAC, Business/IT BAC



Bryce Morrison

Director of

Live Life Here	LLH site had 6,378 Unique Visitors. Webvisits are strong and consistent.
	38 Relo Guides were sent out.
	Monitored Sites and Buildings on ZoomProspector. Made updates as necessary
	Attended Enterprise Florida zoom marketing meeting, Meetings with Mike Mullis, Meeting with Nick Robinson

Director of Business Development		Received and Submitted 4 RFI's this month (Blue, Icarus, Nitro, Squid)

OCALA METRO CHAMBER & ECONOMIC PARTNERSHIP

Activity Report
Business Services

April 2021



Tom James

Director of Networking & Partner Services

Networking & Executive Tier	Executive Tier Visits in April included: Cox Communications, Encompass, Family's Choice Electrical Repair, Campus USA.
	Executive Tier events: CEO Network Reception, April 1.
	Sponsorships: ***Business After Hours: Mid-Fla Agencies/Fla. Blue (Sept), Elevation 89 at the Ocala Airport (Oct). ***exCEPtional Mornings: H2 Advisors (June).
	Business After Hours: April's BAH was hosted by Zone Health & Fitness. Zone did a spectacular job of showcasing its main location to the 245 Partners who were in attendance. May's host will be the Paddock Mall.
	CEP 101 (Sponsored by Digital Savvy) was held with 19 CEP Partners in attendance.



Andrea Bailey

Director of Business Services

Leadership & Education	Tuesday Talks > April 6 - Clay Lehman, Resolute Real Estate - Leadership Lessons I learned from my dad (20 CEP partners). April 20 - April Savarese, Boys and Girls Club - Perfecting your Elevator Speech (26 CEP partners)
	Friday Talks > April 30 - "Who are you post Covid?" with Brandy Currie and Julee McCammon (14 CEP Partners)
	Leadership Ocala Marion (LOM) > April 13 - Economic Development: Cardinal Glass, NPD, Legacy, Celebritys Soul Food, OMCAR MCBIA (20 partners)
	Leradership Ocala Marion Youth (LOMY) > April 12 - Career Readiness: Rondo, Signature Brands, Cox Communications, Interview Skills (28 students). April 26 - Arts and Culture: Tuscawilla Art Park, City of Ocala, MCA, Reilly, Appleton, Pappy and EJ Nieves
	Young Professionals Ocala (YPO) > April 27 - WinePO at The Keep (10 Members)



Jess Schultz

ership Sales	New Partner Sales: 12 New partners valued at $9800
	Cold Calls to Potential Partners: 33
	Upgrades: $5000

Partners Relations Associate	Partn	

OCALA METRO CHAMBER & ECONOMIC PARTNERSHIP

Activity Report
Business Services

April 2021



Louisa Barton

Director of Equine Engagement

Equine Engagement

Equine Meetings: The April equine intitiative meeting, presented by Chairman's Circle partner Pyranha, was held at the Florida Horse Park with 26 CEP partners present. Jason Reynolds gave n educational talk and tour of the facility.. Everglades Equipment provided the refreshments and gave atalk on their products and services also.

Equine 101: No 101 in April

Farm Visits: No visits in April

No CEP Equine Events, but more work was done on the Quarantine facility with a potential investor, who is also interested in the Equine Industry Trade School.

Equine Industry Promotion: Wrote On the Bit enewsletter to CEP's equine interest group and Ocala Magazine story for the Everythiung Equine section about the success of the Equine Industry Expo

OCALA METRO CHAMBER & ECONOMIC PARTNERSHIP

Activity Report
Business Support

April 2021

 **Rene Ibarra** VP of Finance & Operations	Finance	Preparing to audit all staff files for compliance.
		Complete 4 annual trainings(One per quarter)
		Bi-monthly payroll was submitted on time for payroll dates.
		Financials were not complete due to the CRM and QB change. We are diligently working on them to get them done as soon as possible.
		All deposits and invoices were processed by the end of the week.
 **Kimberly Langley** Executive Assistant	Finance	90 Day Past Due Outreach - 10
		Add All Reoccurring Invoices in Atlas For New Partners - March & April
		Pull Renewal Report - Completed
		Pay All Open Invoices - Completed
		ACH Outreach For All New Vendors - 2
 **Jim Pazda** Director of First Impressions	First Impressions	Monthly Invoices & Statements sent out prior to the last day of the month.
		17 New Partner entries and subsequent new partner packets for April within same week of receiving application and payment
		27 Relocation guide packets sent within 48-72 hours of receipt via phone or email
		34 Paid Renewal packets were sent in April
		75 Touchpoint mailed: 6 mo new partner(21), 10 mo new partner(16), 1 Mo dropped (6) and 6 Mo dropped (28)by 10th

OCALA METRO CHAMBER & ECONOMIC PARTNERSHIP

Activity Report
Business Services

April 2021



Olana McDonald
Director of Communications

Communications	Weekly Buzz views: 9,300 (Facebook only)
	Facebook post reach: 53,339 (up 97% from March)
	Number of people who opened email blasts: 6,510
	Website reach: 5,880
	Number of extra videos (not the Weekly Buzz): 6



TBD

Communications Specialist

Communications	



Dawn Bowman

Director Ocala Downtown

ODM	Increase FaceBook Followers (50/mo): Currently 13,494 Facebook followers ODM (up 160)
	Increase Market Vendors (2/mo): April 112 increase of 33
	8 Pavillion Rentals for the year: 9 events in the first
	3 Self-generated ODM events: Line Dancing Class 4x month - 1 banquet -1 Birthday -1 fundraiser

Market		Provide 2 workshops a year: On hold

CEP Performance Matrix 2019-20

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
1	**ACTIVITY**	**OCTOBER**	**NOVEMBER**	**DECEMBER**	**JANUARY**	**FEBRUARY**	**MARCH**	**APRIL**	**MAY**	**JUNE**	**JULY**	**AUGUST**	**SEPTEMBER**	**TOTAL**
2	**Business Attraction**													
3	CEP will host at least **25** prospect visits during the year.	5	2	3	3	3	4	5						25
4	CEP will complete at least **five** Targeted Marketing events/campaigns/trade shows.	1	1	X	X	X	X	1						3
5	CEP will develop at least one Virtual Tour	in process	in process	in process	in process	in process	in process	in process						0
6	CEP will host at least **4** consultants for a FAM tour	X	X	X	X	X	X	X						0
7	CEP will send **four** updates to key prospects, consultants, & brokers.	1	X	1	1	1	1	1						6
8	**Business Retention**													
9	CEP will complete and document in an online CRM at least **150** retention calls.	26	21	21	21	20	27	16						152
10	CEP will implement a corporate visitation program and complete at least **two** corporate visits.	0	0	0	0	0	0	0						0
11	CEP will host at least **four** business retention training sessions.	0	0	0	1	1	1	0						3
12	CEP will conduct **one** Business Interest Survey and develop programming/ initiatives based on the responses.	0	0	0	0	1	✓	✓						1
13	CEP will engage 200 students & 35 businesses in NEXTworking career development events	0	0	0	0	0	in process	75 & 6						75/6
14	Staff will develop a Live Life Here Talent Attraction portal through the Sphere initiative	0	in process	in process	in process	✓	✓	✓						✓
15	**Business Creation**													
16	The CEP will make available a local funding guide.	✓	✓	✓	✓	✓	✓	✓						0
17	The Power Plant will graduate at least **three** businesses.	0	0	1	0	1	0	1						3

CEP Performance Matrix 2019-20

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
18	**ACTIVITY**	**OCTOBER**	**NOVEMBER**	**DECEMBER**	**JANUARY**	**FEBRUARY**	**MARCH**	**APRIL**	**MAY**	**JUNE**	**JULY**	**AUGUST**	**SEPTEMBER**	**TOTAL**
19	At least **two** Power Plant graduates will be located in Marion County.	0	0	1	0	1	0	1						3
20	The Power Plant will maintain at least a **50%** occupancy rate.	85%	80%	80.0%	76.0%	76.0%	85.0%	100.0%						83.4%
21	The Business Creation initiative will assist **125** would be entrepreneurs.	10	12	9	11	14	15	18						89
22	CEP will assist at least 50 entrepreneurs through the IMPACT initiative	9	41	29	34	39	29	22						203
23	**Ongoing**													
24	CEP will serve as the official local representative to Enterprise Florida.	✓	✓	✓	✓	✓	✓	✓						
25	The CEP will continue to build and maintain the Sites & Buildings database through ZoomProspector or a comparable program.	✓	✓	✓	✓	✓	✓	✓						
26	The CEP will continue to implement an online CRM.	✓	✓	✓	✓	✓	✓	✓						
27	CEP will continue the operation & promotion of the Power Plant as part of the Business Creation initiative.	✓	✓	✓	✓	✓	✓	✓						
28	**Reporting**													
29	CEP will provide County/City with monthly (**twelve**) written reports of its activities.	1	1	1	1	1	1	1						7
30	CEP will provide City/County with a monthly performance matrix update as to the status of each of these responsibilities.	1	1	1	1	1	1	1						7

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-2766 **Agenda Date:** 5/18/2021 **Agenda No.:** 14.1.4.

SUBJECT:
Present Monthly Building Safety Productivity Report for the Month of April 2021

INITIATOR:
Michael L. Savage, Sr., Director

DEPARTMENT:
Building Safety

DESCRIPTION/BACKGROUND:
Present Monthly Building Safety Productivity Report for the month of April 2021.

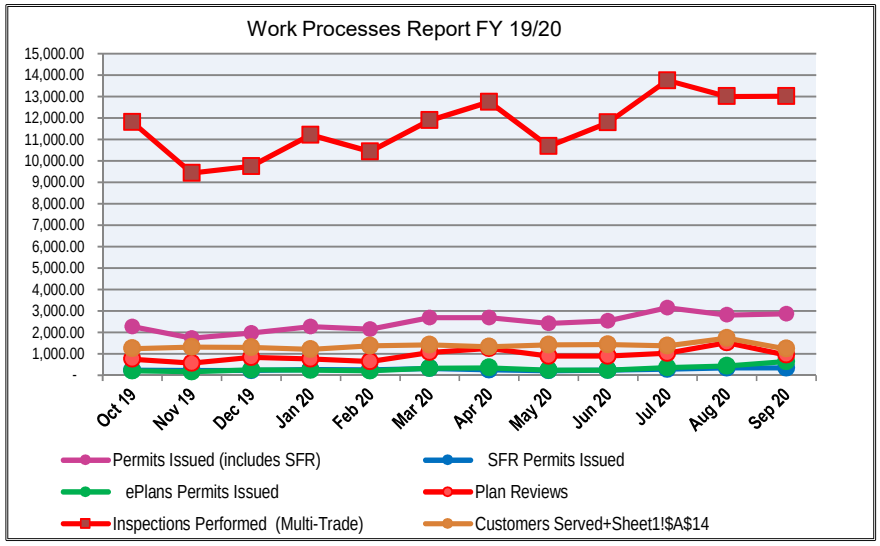
BUDGET/IMPACT:
None

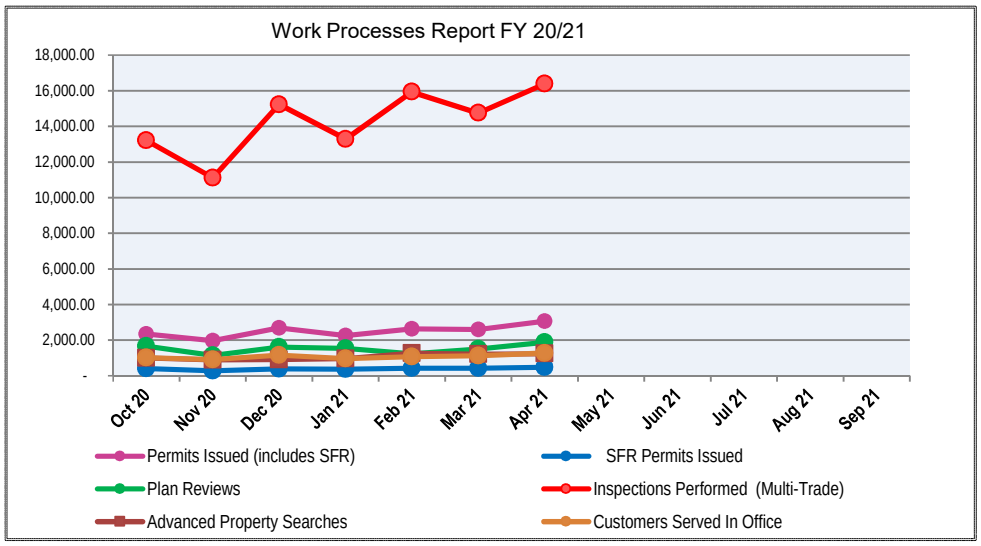
RECOMMENDED ACTION:
For informational purposes only.

Marion County Building Safety Department
Productivity Report

# Work Days per Month	22	19	20	21	20	22	21	22	21	21	23	19	Totals
	Oct 20	Nov 20	Dec 20	Jan 21	Feb 21	Mar 21	Apr 21	May 21	Jun 21	Jul 21	Aug 21	Sep 21	FY 20/21
Customers Served In Office	1,012.00	904.00	1,165.00	953.00	1,072.00	1,128.00	1,271.00						7,505.00
Permits Issued (includes SFR)	2,339.00	1,969.00	2,679.00	2,252.00	2,631.00	2,601.00	3,062.00						17,533.00
SFR Permits Issued	407.00	279.00	379.00	371.00	418.00	427.00	472.00						2,753.00
ePermits Issued	1,183.00	973.00	1,303.00	1,118.00	1,390.00	1,347.00	1,577.00						8,891.00
ePlans Permits Issued	445.00	384.00	506.00	557.00	450.00	366.00	449.00						3,157.00
Plan Reviews	1,656.00	1,135.00	1,603.00	1,535.00	1,228.00	1,499.00	1,880.00						10,536.00
Inspections Performed (Multi-Trade)	13,219.00	11,116.00	15,227.00	13,289.00	15,938.00	14,751.00	16,393.00						99,933.00
Advanced Property Searches	1,004.00	891.00	900.00	964.00	1,264.00	1,208.00	1,238.00						7,469.00
Customer Calls Presented							8627						
Average Queue Duration							0:00:58						
Revenues Collected	$ 736,859	$ 428,215	$ 546,558	$ 459,922	$ 550,041	$ 466,285	$ 568,905						$ 3,756,785

# Work Days per Month	22	19	20	21	20	22	21	22	21	21	23	19	Totals
	Oct 19	Nov 19	Dec 19	Jan 20	Feb 20	Mar 20	Apr 20	May 20	Jun 20	Jul 20	Aug 20	Sep 20	FY 19/20
Customers Served In Office	1,442.00	1,262.00	1,659.00	1,935.00	1,782.00	1,438.00	-	573.00	1,568.00	1,880.00	1,548.00	1,123.00	16,210.00
Permits Issued (includes SFR)	2,273.00	1,730.00	1,964.00	2,262.00	2,150.00	2,685.00	2,684.00	2,420.00	2,532.00	3,152.00	2,812.00	2,868.00	29,532.00
SFR Permits Issued	237.00	218.00	227.00	269.00	259.00	320.00	258.00	217.00	231.00	283.00	342.00	339.00	3,200.00
ePlans Permits Issued	212.00	161.00	247.00	243.00	204.00	325.00	349.00	231.00	240.00	360.00	426.00	639.00	3,637.00
Plan Reviews	752.00	567.00	840.00	758.00	642.00	1,066.00	1,258.00	893.00	892.00	1,026.00	1,515.00	947.00	11,156.00
Inspections Performed (Multi-Trade)	11,811.00	9,435.00	9,742.00	11,205.00	10,439.00	11,889.00	12,747.00	10,680.00	11,786.00	13,754.00	13,010.00	13,013.00	139,511.00
Advanced Property Searches	798.00	561.00	646.00	703.00	791.00	830.00	615.00	668.00	803.00	674.00	1,356.00	926.00	9,371.00
Revenues Collected	$ 565,478	$ 434,312	$ 518,459	$ 706,807	$ 836,348	$ 707,848	$ 670,236	$ 603,823	$ 578,465	$ 747,068	$ 769,592	$ 805,912	$ 7,944,349





Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3030 **Agenda Date:** 5/18/2021 **Agenda No.:** 14.1.5.

SUBJECT:
Present Notification of Extension of State of Local Emergency Related to COVID-19 Pandemic Dated May 3, 2021

INITIATOR:
Mounir Bouyounes, P.E. County Administrator

DEPARTMENT:
Administration

DESCRIPTION/BACKGROUND:
See attached.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
For information only.

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, Commissioner
District 3 - Jeff Gold, Chairman
District 4 - Carl Zalak III, Vice Chairman
District 5 - Michelle Stone, Commissioner

NOTIFICATION OF EXTENSION OF STATE OF LOCAL EMERGENCY RELATED TO COVID-19 PANDEMIC

May 3, 2021

Mr. Preston Bowlin
Director of Emergency Management
Marion County Sheriff's Office
692 N.W. 30th Road
Ocala, FL 34475

Re: Fifty-ninth Extension of State of Local Emergency

Dear Mr. Bowlin:

After conferring with you and receiving the latest information from the Division of Emergency Management concerning the State of Local Emergency related to the COVID-19 pandemic, based on the delegation of authority provided to me as Chairman of the Board of County Commissioners in section 2 of Resolution No. 20-R-78, I am hereby providing notice of the fifty-ninth 7-day extension of the Declaration of Local Emergency in Marion County, Florida.

Thank you for your management and coordination of the County's emergency response to this situation.

Sincerely,

Jeff Gold
Chairman

Copies furnished to:
Commissioner Kathy Bryant
Commissioner Craig Curry
Commissioner Michelle Stone
Commissioner Carl Zalak, III
County Administrator Mounir Bouyounes
Gregory C. Harrell, Clerk of Court.

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3031 **Agenda Date:** 5/18/2021 **Agenda No.:** 14.1.6.

SUBJECT:
Present Notification of Extension of State of Local Emergency Related to COVID-19 Pandemic Dated May 10, 2021

INITIATOR:
Mounir Bouyounes, P.E. County Administrator

DEPARTMENT:
Administration

DESCRIPTION/BACKGROUND:
See attached.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
For information only.

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, Commissioner
District 3 - Jeff Gold, Chairman
District 4 - Carl Zalak III, Vice Chairman
District 5 - Michelle Stone, Commissioner

NOTIFICATION OF EXTENSION OF STATE OF LOCAL EMERGENCY RELATED TO COVID-19 PANDEMIC

May 10, 2021

Mr. Preston Bowlin
Director of Emergency Management
Marion County Sheriff's Office
692 N.W. 30th Road
Ocala, FL 34475

Re: Sixtieth Extension of State of Local Emergency

Dear Mr. Bowlin:

After conferring with you and receiving the latest information from the Division of Emergency Management concerning the State of Local Emergency related to the COVID-19 pandemic, based on the delegation of authority provided to me as Chairman of the Board of County Commissioners in section 2 of Resolution No. 20-R-78, I am hereby providing notice of the sixtieth 7-day extension of the Declaration of Local Emergency in Marion County, Florida.

Thank you for your management and coordination of the County's emergency response to this situation.

Sincerely,

Jeff Gold
Chairman

Copies furnished to:
Commissioner Kathy Bryant
Commissioner Craig Curry
Commissioner Michelle Stone
Commissioner Carl Zalak, III
County Administrator Mounir Bouyounes
Gregory C. Harrell, Clerk of Court.

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3065 **Agenda Date:** 5/18/2021 **Agenda No.:** 14.1.7.

SUBJECT:
Present Legislative Summary 2021 for Marion County from Peebles Smith & Matthews

INITIATOR:
Jeannie Rickman, Assistant County Administrator Public Services

DEPARTMENT:
Administration

DESCRIPTION/BACKGROUND:
See attached.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
For information only.

The 2021 Legislative Session officially ended "Sine Die" at 2:40pm on Friday, April 30th. Unique to this session was the fact that session actually ended on time, bucking a trend of the past few years where legislators needed additional time to settle the budget. Also unique for 2021– an influx of $10 billion dollars to spend in response to a once in a century pandemic. Republicans continue to dominate both chambers, as well as the executive branch of government, resulting in numerous "red meat" policies passing in 2021 that will set the table for the elections of 2022, and even 2024. Florida continues to be a major player in national politics, this was particularly apparent as this session brought about conversations regarding business and health care COVID liability protections, vaccine passports, health care funding, anti-rioting policies, data privacy, social media "de-platforming," elections, access to broadband, transgender athletes, and a $101.5 billion dollar state budget.

Obviously, many more issues were discussed over the 60-day legislative session, as the statistics below highlight:

- 3,140: Bills and PCBs filed
- 2,632: Amendments filed
- 3,788: Votes Taken
- 39: Floor Sessions
- 275: Bills passed both chambers
- 1,060: Local Appropriations projects filed

Marion County Appropriations Project

*Please note the General Appropriations Act, SB 2500, has not been signed by Governor DeSantis and individual projects can be vetoed. We will continue to work with the Governor's staff to ensure final approval of Marion County's project.

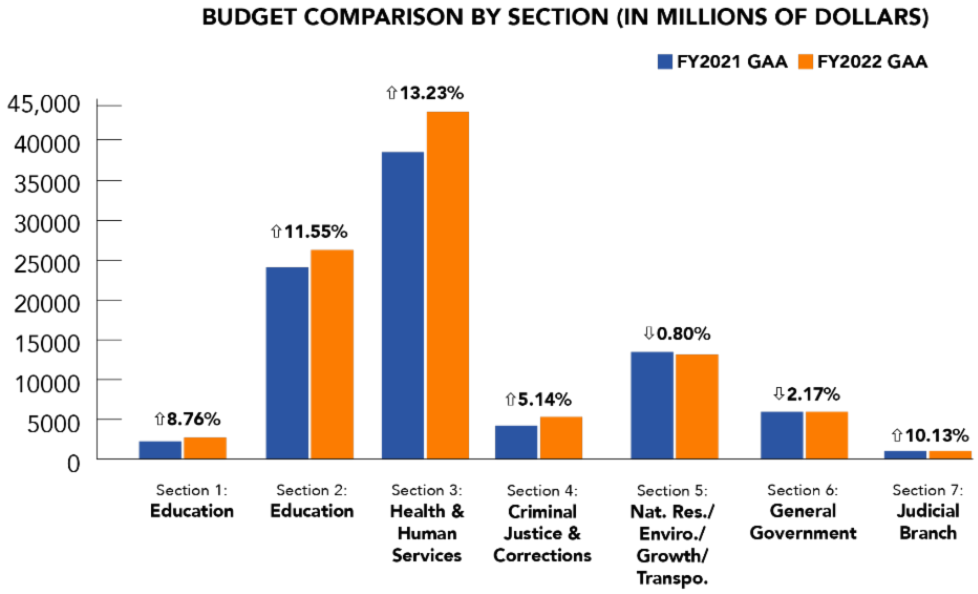
Southeastern Livestock Pavilion
Agricultural Promotion and Education Facilities
SB 2500, Specific Appropriation 1463B
Funded at $1,000,000

Budget

Appropriations (SB 2500)
The spending plan for FY 2021-22 totals $101.5 billion which includes approximately $6.7 billion in federal funding from the American Rescue Plan (ARP). This represents a 10.1 % increase ($9.3 billion) over the current year budget.

The budget includes $36.3 billion in general revenue and just over $65 billion in trust fund dollars.

The chart below summarizes a comparison of this year's budget and the FY 2020-21 budget.



Funding Highlights

Affordable Housing

- **State Housing Initiatives Partnership (SHIP):** $146.7 million
- **Affordable Housing Programs** (**State Apartment Incentive Loan Program (SAIL))**: $62.5 million

Transportation Funding

- **Florida Department of Transportation total budget:** 10.3 billion
- **Small County Outreach Program (SCOP):** $88.8 million
- **Small County Resurface Assistance Program (SCRAP):** $38.2 million
- **Local Transportation Initiatives Projects:** $89.5 million
- **Transportation Disadvantaged Program:** $65.9 million

Economic Development Funding

- **Florida Job Growth Grant Funding:** $50 million (funding is contingent on ARP funds)
- **Visit Florida:** $75 million ($25 million is contingent on ARP funds)
- **Enterprise Florida:** $14.4 million

Environmental Funding

- **Member Projects:** $116.6 million
- **Florida Forever:** $100 million
- **Coastal Mapping:** $100 million (funding is contingent on ARP funds)
- **Florida Keys Area of Critical State Concern:** $20 million
- **Land Acquisition- Wildlife Corridor:** $300 million (contingent on ARP funds)
- **Petroleum Tanks Cleanup:** $125 million ($50 million contingent on ARP funds)
- **Dry Cleaning Solvent Cleanup:** $6 million
- **Septic-to-Sewer/Stormwater Improvements:** $626 million
    - $500 million is contingent on receipt of the ARP funds.
    - Funds are provided for the wastewater grant program as established in section 403.0673, Florida Statutes, and are contingent upon SB 1954, SB 2512, and SB 2514, or similar legislation, becoming law.
    - Of the $626 million, $10 million is provided for the Septic Upgrade Incentive Program to incentivize homeowners in Priority Focus Areas to upgrade their septic system to include nitrogen reducing enhancements.
- **Water Quality Enhancement and Accountability:** $10.8 million
    - Funds will be used for increased water quality monitoring, creation of a water quality public information portal, and for the establishment of the Blue-Green Algae Task Force. Funds may be used for administration and planning costs. The task force will support key funding and restoration initiatives to expedite nutrient reduction in Lake Okeechobee and the St. Lucie and Caloosahatchee estuaries. The task force will identify priority projects for funding that are based on scientific data and build upon Basin Management Action Plans (BMAPs) to provide the largest and most meaningful nutrient reductions in key waterbodies, as well as make recommendations for regulatory changes.

    - Of the $10.8 million, $4 million is provided to the Department of Environmental Protection to continue to expand statewide water quality analytics for the nutrient over-enrichment analytics assessment and water quality information portal to include a comprehensive statewide flood vulnerability and sea level rise data set.
- **Total Maximum Daily Loads:** $46 million
    - $20 million of which is contingent on receipt of the ARP funds.
    - The funds may be used by DEP for innovative water treatment projects that demonstrate the ability to most rapidly achieve department verified phosphorous and/or nitrogen load reductions consistent with the nutrient load reduction goals and total maximum daily loads established by the department. The department may also provide cost-share funding for innovative nutrient removal projects.
- **Harmful Algal Blooms:** $10.6 million
    - Funds will be used for the purpose of supporting the evaluation and implementation of innovative technologies and short-term solutions to combat or clean up harmful algal blooms and nutrient enrichment of Florida's fresh waterbodies, including lakes, rivers, estuaries and canals. Funds may be used for the Department's red tide emergency grant program to support local governments in cleaning beaches and coastal areas to minimize the impacts of red tide to residents and visitors. Funds may also be used to implement water quality treatment technologies, identified by the Department, near water control structures in Lake Okeechobee.
- **Springs Restoration:** $75 million
    - $25 million of which is contingent on receipt of the ARP funds
    - The funds are appropriated to the Department of Environmental Protection for springs restoration. The funds may be used for land acquisition to protect springs and for capital projects that protect the quality and quantity of water that flow from springs.
- **Alternative Water Supply:** $40 million
    - Funds are contingent on receipt of the ARP funds and are appropriated to the Department of Environmental Protection for the water supply and water resource development grant program to help communities plan for and implement conservation, reuse and other water supply and water resource development projects. Priority funding will be given to regional projects in the areas of greatest need and for projects that provide the greatest benefit. The department shall identify and research all viable alternative water supply resources and provide an assessment of funding needs critical to supporting Florida's growing economy.
- **Beach Restoration:** $150 million
    - $50 million is contingent on receipt of the ARP funds
    - The budget allocation will be used by the Department of Environmental Protection beach and inlet management projects.
- **Resilient Coastline Initiative:** $10 million
    - Of the $10 million, $8 million is provided for the Florida Resilient Coastline Initiative to assist local governments with storm resiliency, sea level rise planning, coastal resilience projects, and coral reef health.
    - $2 million is provided for coastal resilience grants and coral reef restoration. allocated to assist local governments with sea level rise planning and coastal

resilience projects, including storm resiliency as well as coral reef restoration and monitoring.

- **Resilient Florida Trust Fund:** $500 million (contingent on ARP funds)
  - Funds are allocated for the Resilient Florida Grant Program authorized in Senate Bill 1954 and are contingent upon Senate Bill 1954 and Senate Bill 2514, or similar legislation, becoming a law.
  - SB 1954 creates the Resilient Florida Grant Program within DEP and establishes statewide resiliency programs that assess and address inland and coastal flooding and sea level rise.
- **Resilient Florida Planning Grants:** $20 million
- **Piney Point Environmental Cleanup:** $100 million (contingent on ARP funds)

Allocation of American Rescue Plan Funds

The FY 2021-22 budget includes $6.696 billion in funding from the American Rescue Plan (ARP)

The funds listed below are in addition to any amounts appropriated for the same purposes in the General Appropriations Act.

Florida Forever Land Acquisition	$300 million
Piney Point	$100 million
African American Cultural and Historic Grant Program	$30 million
State Emergency Operations Center	$100 million
PECO Supplement – Higher Education Construction	$190.9 million
New Worlds Reading Initiative	$125 million
Beach Management Funding Assistance Program	$50 million
Coastal Mapping Services	$100 million
Derelict Vessel Removal Program	$25 million
Small County Wastewater Grant Program	$25 million
Reemployment Assistance Program	$56.4 million
Workforce Information System	$100 million
Resilient Florida TF	$500 million
Water Protection and Sustainability Program TF	$500 million
Inland Protection TF	$50 million
State Transportation TF	$2.0 billion
Emergency Preparedness and Response fund	$1.0 billion
Budget Stabilization Fund	$350 million
Deferred Building Maintenance Program	$350 million
PECO Supplement K12 Special Facilities Construction Projects	$210.3 million
Total Maximum Daily Loads	$20 million
Alternative Water Supply	$40 million
Everglades Restoration	$59 million
C-51 Reservoir	$48 million
Springs Restoration	$25 million
Payments to Pandemic First Responders	$208.4 million
Job Growth Grant Funding	$50 million
Visit Florida Increase	$25 million
Military Affairs FCO New Armories Immokalee and Zephyrhills	$50 million
FWC Enhanced Aviation Support	$8.4 million

Bills that Passed in 2021

Preemption of Local Occupational Licensing
SB 268 by Perry and HB 735 by Harding

HB 735 expressly preempts the licensing of occupations to the state and supersedes any local government licensing of occupations, except for local government licensing of occupations authorized by general law or occupation licenses enacted before January 1, 2021. Such existing licensure programs expire on July 1, 2023. The bill specifically prohibits local governments from requiring a license for a person whose job scope does not substantially correspond to that of a contractor or journeyman type license by the Construction Industry Licensing Board, within the Department of Business and Professional Regulation.

HB 735 passed out of the House early in session. SB 268 was subsequently laid on the table and replaced by HB 735, where all amendments failed, and HB 735 passed out of the Senate and is awaiting the Governor's signature.

Express Preemption of Fuel Retailers and Related Transportation Infrastructure
HB 839 by Fabricio and SB 856 by Hutson

HB 839 and SB 856 expressly preempt a municipality, county, special district, or political subdivision from prohibiting the siting, development, or redevelopment of a fuel retailer or the necessary related transportation infrastructure within that specific local government's entire jurisdiction. The bills further preempt any action by a municipality, county, special district, or political subdivision resulting in a de facto jurisdiction-wide prohibition against a fuel retailer or the necessary related transportation infrastructure. The bills preempt mandating any required infrastructure on a fuel retailer, including electric vehicle charging stations. The bill does not preempt a municipality, county, special district, or political subdivision from adopting and implementing ordinances, regulations, policies, or resolutions on the siting, development, or redevelopment of fuel retailers or necessary related transportation infrastructure that are consistent with other allowable uses and general law.

HB 839 was substituted for SB 856 and passed (26-12) in the Senate and heads to the Governor's desk for final passage.

Preemption Over Restriction of Utility Services
HB 919 by Tomkow and SB 1128 by Hutson

HB 919 and SB 1128 prevent counties, municipalities, special districts, or other political subdivisions from enforcing a resolution, ordinance, or code restricting or prohibiting the types of fuel sources of energy that can be used, delivered, converted, or supplied to it by a public utility that is authorized to provide service in the service territory. However, the bills do not prohibit a governmental entity from adopting rules, regulations, and policies governing an electric or natural gas utility that it owns or operates and directly controls.

HB 919 was substituted for SB 1128 and passed (27-13) in the Senate and heads to the Governor's desk for his signature.

Transportation
SB 1194 by Hooper and HB 57 by Andrade

Among other things, SB 1194, the massive transportation bill authorizes a municipal or county governing body to abandon roads and rights of way dedicated in a recorded residential subdivision plat and to simultaneously convey a city or the county's interest to a community development district under specified conditions. The Senate adopted an amendment on the floor that partly matched language in SB 426/HB 267, relating to State Preemption of Seaport Regulations by Sen. Boyd and Rep. Roach. The amendment prohibits a local ballot initiative or referendum from restricting maritime commerce in all of Florida's seaports, including, but not limited to, regulations related to:

- Vessel type, size, number, or capacity;
- Number, origin, nationality, embarkation, or disembarkation of passenger or crew or their entry into this state or any local jurisdiction;
- Source, type, loading, or unloading of cargo; or
- Environmental or health records of a particular vessel or vessel line.

Any local ballot initiative or referendum that was adopted before, on, or after July 1, 2021, and any local law, charter amendment, ordinance, resolution, regulation, or policy adopted in such an initiative or referendum, is prohibited, void, and expressly preempted to the state. This includes the three referendums approved by city of Key West voters in the November 2020 General Election which restricted the types of cruise vessels that could call on the Port of Key West.

The bill passed (21-7) in the Senate and the House concurred in the amendment and passed the bill on a vote of 75-40. The bill now heads to the Governor's desk.

Renewable Energy
SB 896 by Brodeur and HB 539 by Byrd

Originally, SB 896 and HB 539 amended s.366.91, F.S. by adding the terms "biogas" and "renewable natural gas" and expanding the term "renewable energy" to Florida law. This change adds a definition for "clean" methane to the classification of renewable energy. In the last committee, an amendment was adopted that added in language from the solar preemption bill (HB 761/SB 1008- Solar Electric Generating Facilities), which was previously unheard in both chambers. The bill requires solar facilities to be permitted use in all agricultural land use categories in a local government's comprehensive plan, and all agricultural zoning districts within an unincorporated area. A county may only adopt an ordinance specifying buffer and landscaping requirements for solar facilities. On the Senate Floor, an amendment was adopted that the provisions within the bill do not apply to any site that was the subject of an application to construct a solar facility submitted to a local governmental entity before July 1, 2021

SB 896 passed (86-29) in the House and (25-14) in the Senate. The bill now heads to the Governor's desk for his signature.

Home-based Businesses
HB 403 by Giallombardo and SB 266 by Perry

HB 403 and SB 266 allow home-based businesses to operate in any area zoned for residential use and activities but must be secondary to the property's use as a residential dwelling. After HB 403 was amended in the Senate to match the Senate version, an amendment by Rep. Giallombardo was adopted on the last day of session. The amendment weakened local control over the regulation of home-based businesses by prohibiting local governments from regulating home-based businesses in a manner that is more stringent than a residential home where no business activity is conducted. Local governments cannot enact or enforce any ordinance, regulation, or policy to regulate or license a home-based business, except as allowed by the bill.

Furthermore, a home-based business must meet the following requirements: the employees of the business who work at residential dwelling must reside in the dwelling, except for up to two employees or independent contractors, and the parking generated may not be greater than would normally be expected at a residence with no business operations and complies with local zoning requirements. Additionally, the amendment:

- Removes prohibitions on having business activities occur within view of the street.
- Removes local control over HBB hours of operation (leaving the bill with no regulation at all on hours of operation).
- Removes ability for local governments to regulate businesses signs, exterior storage, traffic/the number of cars coming and going from the house.
- Removes the prohibition on any HBB external building modifications that are visible from the street or neighboring properties.
- Removes local control on HBB uses or equipment or process that creates noise, vibration, heat, smoke, dust, glare, fumes, or odors. Instead, the amendment requires that such local regulations treat HBBs the same as any other residential property where no business is conducted.
- Keeps a provision that would allow an HBB owner to sue a local government and recover attorney fees for any violations by a local government of the new law.

HB 403 passed (77-41) as amended in the House and the Senate concurred in the House amendment and passed the bill on a vote of 19-18. Some four minutes later, however, Sen. Farmer raised a point of order as to the passage of the bill because three Senators, who were on the Floor, failed to vote in violation of the Senate's Rules. The Senate President ruled the point of order well taken and requested the House return the bill for the Senate to take further action. The House failed to return the bill before adjourning Sine Die. There is some question as to whether or not legal challenge could be presented solely on the point raised by Senator Farmer. HB 403 will be one to watch and likely will be challenged by multiple local governments.

Cottage Food Operations
SB 1294 by Brodeur and HB 663 by Salzman

SB 1294 revises the regulations on cottage food operations and cottage food sales. A cottage food operation is a natural person who produces or packages cottage food products, defined by the Department of Agriculture as any food that is not a potentially hazardous food, at his or her residence. The bill allows individual cottage food operations to sell, offer for sale, and accept payment for cottage food products as a business entity. The bill also allows cottage food products to be sold, offered for sale, and paid for by mail order, and permits cottage food products to be delivered by mail. Cottage food operations are exempt from food permitting requirements if the cottage food seller complies with s. 500.80, F.S., and has annual gross sales of up to $50,000. The bill increases the maximum allowable gross sales to $250,000.

The bill preempts the regulation of cottage food operations to the state. However, cottage food operations must comply with all applicable county and municipal laws and ordinances regulating traffic, parking, noise, signage, and hours of retail operation. An amendment was adopted on the Senate Floor that clarifies upon passage of HB 403- Home-based Businesses, a cottage food operation must comply with the conditions for operation of a home-based business under s.559.995, F.S.

The Senate passed the amended bill with a vote of 30-10. The House concurred with a vote of 90-28. The bill heads to the Governor for his signature.

Public Works
SB 1076 by Broduer and HB 53 by DiCeglie

SB 1076 amends the definition of "public work projects" as an activity that exceeds $1,000,000 in value and that is paid for with any state-appropriated funds. The bill preempts existing local ordinances related to the procurement process for public works projects when any state funds are used. Currently, state law preempts local preference ordinances when 50% or more of the cost will be paid from state appropriated funds. The bill removes this 50% threshold and applies the prohibition on local preference to all solicitations that will be paid for with funding that is state-appropriated. Furthermore, the bill prohibits a certified, licensed, or registered contractor, subcontractor, or material supplier or carrier, from participating in the bidding process based on certain preferences. The bill's prohibitions do not apply to public works projects funded with local funds or to projects funded pursuant to a program authorized in s. 212.055(1), F.S., relating to the charter county and regional transportation surtax, that is approved by the majority of a county's electors or by charter amendment approved by majority of the county's electors.

The bill also requires the Office of Economic and Demographic Research (EDR) to include an analysis of the expenditures necessary to repair, replace, and expand water-related infrastructure in its annual assessment of Florida's water resources and conservation lands. Lastly, the bill requires each county, municipality, or special district providing wastewater or stormwater services to develop an analysis of the wastewater and stormwater needs of its jurisdiction over the next 20 years.

SB 1076 passed on the Senate Floor with a vote of 24-16. The House then passed (79-34) the amended bill. The bill now heads to the Governor's desk for signature.

Preemption of Firearms and Ammunition Regulation
SB 1884 by Rodrigues (R) and HB 1409 by Bryd

SB 1884 revises the Legislature's preemption of the field of the regulation of firearms and ammunition. Current law provides a person or certain organizations with the right to seek declaratory or injunctive relief and actual damages due to a local ordinance, regulation, measure directive, rule enactment, order, or policy regulating firearms or ammunition. The bill provides that the right to maintain a legal action against a preempted local regulation applies even if the local regulation is unwritten.

Several attempts were made to amend the bill, however each failed. SB 1884 is awaiting action by the Governor.

Florida Building Code
HB 401 by Fetterhoff and SB 1146 by Broduer

HB 401 amends the Florida Building Codes Act adding several new provisions. Specifically, the bill allows a substantially affected person to petition the Florida Building Commission for a non-binding advisory opinion on whether a local government regulation is an improper amendment to the Building Code and establishes a process for such petitions. The bill prohibits a municipality, county, or special district from using preliminary maps issued by the Federal Emergency Management Agency for any law, ordinance, rule, or other measure that has the effect of imposing land use changes or permits.

The Commission may issue an "errata to the code" to list demonstrated errors in provisions contained within the Building Code if the determination of errors and issuance of an errata code is approved by a 75 percent supermajority vote of the Commission. A local government may not require a contract between a builder and an owner as a condition to apply for, or to obtain, a building permit. The bill makes several changes to current law pertaining to private building inspectors, known as "private providers," by:

- Expressly authorizing private providers to conduct virtual building inspections.
- Allowing private provides to submit various inspection forms, records, and reports electronically to local building departments and utilize electronic signatures.
- Allowing private providers to conduct "single-trade inspections," as defined in the bill.
- Creating a "qualified private provider" registration process and providing that a qualified private provider, as defined in the bill, does not need to include information other than the services to be performed in their written notice to the local building official that a private provider has been contracted to perform inspections.
- Authorizing a private provider to conduct emergency inspection services without first notifying the local building official.

Additionally, the bill requires that when an owner or contractor retains a private provider to perform plan reviews or building inspection services a local enforcement agency must reduce its permit fee by the amount of costs savings realized for not having to perform such services. The reduction may be calculated as a flat fee, on a percentage basis, or any other reasonable basis by which the local enforcement agency assesses the costs for plans review or building inspection services. The bill expressly authorizes local governments and school districts to use a private provider to provide building code inspection services for public works projects and improvements to any building or structure.

A local government may use excess funds generated by building code enforcement for the construction of a building or structure that houses the local government's building department or provides training programs for building officials, inspectors, or plan examiners. However, a local government using excess funds to construct a building or structure must designate the funds for that purpose and may not carry forward the funds for more than four consecutive years.

The Senate adopted an amendment that included the substance of HB 55/SB 284, Building Design, by Rep. Overdorf and Sen. Perry to prohibit local governments from regulating specific "building design elements" for single-family or two-family residential dwellings, with certain exceptions including:

- Dwellings on the National Register of Historic Places or located in a historic district.
- Regulations are adopted to implement the National Flood Insurance Program.
- Regulations are adopted to comply with Chapter 553.
- Dwellings are located in the community redevelopment area.
- Regulations are required to ensure protection of coastal wildlife in compliance with current law.
- The dwelling is located within a planned unit development or master planned community created by ordinance, resolution or other final action of the local governing body.
- The dwelling is located within the jurisdiction of a local government that has a design review board or architectural review board.

The bill defines the term "building design elements" and the term "planned unit development" or "master planned community." This provision does not affect the validity or enforceability of private covenants or other contractual agreements relating to building design elements.

HB 401 is awaiting action by the Governor.

Building Inspections
HB 667 by Mooney and SB 1382 by Perry

HB 667 requires local enforcement agencies to allow requests for inspections to be submitted electronically. Accepted methods of electronic submission include, but are not limited to:

- E-mail;
- An electronic fill-in form available on the building department's website or a third-party submission management software; or

- An application that can be downloaded on a mobile device.

The bill provides that a local enforcement agency must refund 10 percent of the permit and inspection fees if:

- The inspector or building official determines the work, which requires the permit, fails an inspection; and
- The inspector or building official fails to provide a reason that is based on compliance with the Building Code, the Florida Fire Prevention Code, or local ordinance, indicating why the work failed the inspection within 5 business days.

If any permit and inspection fees must be refunded, the surcharges for funding the Building Commission, the Florida Building Code Administrators and Inspectors Board, and the Florida Homeowners' Recovery Fund must be recalculated based on the amount of the permit and inspection fees after the refund. The bill clarifies that any government entity with authority to enforce the Building Code may perform virtual inspections at the discretion of the government entity. However, a government entity may not perform a virtual inspection for structural inspections on threshold buildings.

HB 667 awaits action by the Governor.

Statewide Flooding and Sea Level Rise Resilience
SB 1954 by Rodrigues (R) and HB 7019 by Bussata Cabrera

SB 1954 establishes several statewide resiliency programs that assess and address inland and coastal flooding and sea level rise. The bill creates the "Resilient Florida Grant Program" within the Department of Environmental Protection (DEP) which provides funding to local governments for the costs of resilience planning and projects to adapt critical assets. The bill defines "critical assets" as transportation assets and evacuation routes, critical infrastructure, critical community and emergency facilities, and natural, cultural, and historical resources. Additionally, the bill creates the "Comprehensive Statewide Flood Vulnerability and Sea Level Rise Data Set and Assessment" in which the DEP must develop a statewide data set necessary to determine the risks of inland and coastal communities, including statewide sea level rise projections and develop a statewide assessment, based on a statewide data set, which identifies vulnerable areas, infrastructure, and critical assets. The assessment is to be updated by DEP every 5 years. Lastly, the bill creates the "Statewide Flooding and Sea Level Resilience Plan" in which DEP must annually submit a plan proposing up to $100 million in funding for projects that address risks from flooding and sea level rise. The bill authorizes local governments, regional resilience entities, and water management districts to submit lists of proposed projects to DEP for inclusion in the plan.

The new program within DEP was also granted $500 million dollars from American Rescue Plan funds during budget conference. SB 1954 replaced HB 7019 and passed out of both chambers. SB 1954 is enrolled and waiting to be sent for the Governor's signature.

Resilient Florida Trust Fund
SB 2514 by Senate Appropriations and HB 7021 by House Environment, Agriculture and Flooding Subcommittee

SB 2514 creates the Resilient Florida Trust Fund within the Department of Environmental Protection and provides that the trust fund is established as a depository for the documentary stamp revenues dedicated to resiliency projects as provided for in SB 2512 (Documentary Stamp Tax Distributions). The funds deposited in this trust fund are available as a funding source for DEP for the Resilient Florida Grant Program and the Statewide Flooding and Sea-Level Rise Resilience Plan. These bills were linked with the Doc Stamp bills and the above Sea Level Rise Resilience bills (all passed and enrolled).

SB 2514 replaced HB 7021 and passed out of both chambers. SB 2514 is enrolled and waiting to be sent for the Governor's signature.

Reclaimed Water
SB 64 by Albritton and HB 263 by Maggard

SB 64 creates a timeline and plan to eliminate nonbeneficial surface water discharge from domestic wastewater utilities by 2032 and contains a series of conditions authorizing discharges that are being beneficially used or are otherwise regulated, and for specific hardships that will allow certain discharges to continue beyond the 2032 date. The bill requires domestic wastewater utilities that dispose of effluent, reclaimed water, or reuse water by surface water discharge to submit a 5-year plan by November 1, 2021 to eliminate nonbeneficial surface water discharge to the Department of Environmental Protection and the plan must be implemented by January 1, 2032. The bills also specify that potable reuse is an alternative water supply, for purposes of making reuse projects eligible for alternative water supply funding, incentivizes the development of potable reuse projects, and incentivizes residential developments that use graywater technologies.

SB 64 awaits Governor action.

Ratification of Department of Environmental Protection Rules
HB 1309 by Payne and SB 7060 by Senate Environment and Natural Resources

HB 1309 encompass DEP's proposed revisions to rules on permitting requirements for biosolids disposal facilities. The rule would normally first be approved by the Environmental Regulation Commission (ERC) and then receive legislative ratification due to its economic impact. The legislation exempts the biosolids rule from ERC approval and ratifies the rule.

Senator Brodeur amended HB 1309 to include the Central Florida Water Initiative (CFWI) bill (SB 7062 – Brodeur) which was adopted and passed out of the Senate, the amendment also ratified CFWI rulemaking. The House concurred on Sen. Brodeur's amendment and passed HB 1309. HB 1309 awaits Governor action.

Farming Operations
SB 88 by Brodeur and HB 1601 by Williamson

SB 88 amends the Florida Right to Farm Act. The general purpose of the act is to protect reasonable agricultural activities conducted on farmland from nuisance lawsuits. The bill provides stronger liability protections to farms that comply with best management practices and environmental regulations. The definition of "farm operations" is expanded to add "agritourism" activities to the list of farm operations that receive limited legal protections in nuisance suits and other similar civil actions. The definition is further revised to include the generation of "particle emissions" to the list of conditions or activities that constitute farm operations.

The bill defines "established date of operation" for an agritourism activity as the date the specific agritourism activity commenced, providing for a separate established date of operation for an agritourism activity than for the farm operation. The definition of "nuisance" in the bill is to mean any interference with the reasonable use and enjoyment of land, including, but not limited to, noise, smoke, odors, dust, fumes, particle emissions, or vibration. The term also includes all legal claims that meet the requirements of the definition of nuisance, regardless of whether a plaintiff designates those claims as brought in an action for nuisance, negligence, trespass, personal injury, strict liability, or some other tort.

SB 88 was signed by the Governor on April 29, 2021.

Highway Projects
SB 100 by Harrell

SB 100 repeals the Multi-use Corridors of Regional Economic Significance (M-CORES) program and related provisions and instead creates programs related to arterial highway projects. More specifically, the bill:

- Authorizes the Florida Department of Transportation (FDOT) to upgrade existing arterial roadways with targeted improvements, such as adding new tolled or non-tolled limited access alignments to manage congestion points and retrofitting roadways with tolled or non-tolled grade separations that provide alternatives to a signalized intersection for through traffic.

- Prohibits a reduction of any non-tolled general use lanes of an existing facility, requires maintenance of existing access points, and limits the location of any tolling points such that a non-tolled alternative exists for local traffic. Provides that all existing applicable requirements relating to FDOT or turnpike projects apply to any projects undertaken. Further, the FDOT and the Florida Turnpike Enterprise (FTE) must take into consideration the guidance and recommendations of any previous studies or reports relevant to the projects.

- Directs the FDOT to develop, by December 31, 2035, and include in the work program, construction of controlled access facilities to achieve free flow of traffic on U.S. 19 and requires the facility to be developed using existing or portions of existing roadway by specified improvements.

- Directs the FDOT to begin the project development and environmental phase for a project to extend the Florida Turnpike from its current terminus in Wildwood to a terminus as determined by the FDOT, and to submit a summary report by December 31, 2022.

SB 100 awaits action by the Governor.

Waste Management
SB 694 by Rodrigues (R) and HB 703 by McClure

SB 694 amends the requirement that a local government must either provide 3 years notice before its solid waste collection service displaces a private waste company or pay the displaced company an equal amount equal to the company's preceding 15 months' gross receipts for the displaced service. The bill requires local governments which displace a solid waste collection service to provide a 3-year notice period *and* pay the displaced company an amount equal to the company's preceding 18 months' gross receipts at the end of the notice period. This requirement does not apply to any displacement where the local government provided three years notice on or before December 31st, 2021.

SB 694 awaits action by the Governor.

Legal Notices
HB 35 by Fine and SB 402 by Rodrigues (R)

HB 35 revises the requirements for publications of legal notices. The bill gives governmental agencies the option to publish legal notices on a publicly accessible website in lieu of newspaper publication if certain conditions are met. Specifically, the bill allows a governmental agency in a non-fiscally constrained county to publish legal notices on a publicly accessible website if online publication costs less than newspaper publication and in a fiscally constrained county to publish legal notices on a publicly accessible website after determining, at a publicly noticed meeting, that online publication is in the public interest, will cost less than newspaper publication, and will not unreasonably restrict legal notice access.

HB 35 is awaiting action by the Governor.

Sales & Use Tax
SB 50 by Gruters and HB 15 by Clemons

SB 50 requires marketplace providers and out-of-state retailers with no physical presence in Florida to collect Florida's sales tax on sales of taxable items delivered to purchasers in Florida if the out-of-state retailer or marketplace provider makes a substantial number of sales into Florida. In 2018, the U.S. Supreme Court decided in *Wayfair v. South Dakota* that states may impose these kinds of taxes on entities that have a "substantial nexus" to the state regardless of whether the entity has a physical presence within that state. To comply with this decision, the bill states that a substantial number of remote sales means conducting any number of taxable remote sales in an amount exceeding $100,000 during the previous calendar year. The Revenue Estimating Conference determined the bill will: increase general revenue fund receipts by $973.6 million in

fiscal year 2021-2022 and by $1.08 billion each year thereafter; increase state trust fund receipts by $0.3 million in fiscal year 2021-2022 and by $3.3 million each year thereafter; and increase local government revenues by $229.5 million in Fiscal Year 2021-2022 and by $253.7 million each year thereafter.

SB 50 was approved and signed by the Governor on April 19, 2021.

Drones
SB 44 by Wright and HB 1049 by Giallombardo

SB 44 provides additional exceptions to the statutory ban on certain uses of drones by law enforcement agencies, fire departments, state agencies, and political subdivisions of the state. Under the bill, law enforcement agencies will be able to use drones to gain aerial perspectives of a crowd of 50 or more persons; assist with traffic management, except that the agency may not issue a traffic infraction based on images or video captured by a drone; and facilitate evidence collection at a crime scene or traffic crash scene. The bill further provides that the statute does not prohibit a state agency or political subdivision to use a drone to assess damage due to natural disaster, or for the management of vegetation and wildlife management on public land or water.

SB 44 awaits action by the Governor.

Emergency Management
SB 2006 by Burgess and HB 7047 by Leek

SB 2006 prohibits businesses, schools and government agencies from requiring people to show documentation that proves they received a COVID-19 vaccination. It also allows the governor to override local orders during a health crisis and places time limits on some emergency orders. As it stands, state and local orders for public health emergencies can last up to seven days and extend indefinitely in seven-day increments. The measure would cap the maximum extension at 42 days. The limitation doesn't apply to hurricanes or weather-related emergencies.

The Governor has the authority to invalidate an emergency order that "unnecessarily restricts individual rights or liberties.

SB 2006 was approved and signed by the Governor May 3, 2021. The Governor released EO 2021-101 and 2021-102, which are aimed to eliminate and supersede all local government emergency orders due to the effective date of SB 2006 being July 1.

Combating Public Disorder
HB 1 by Fernandez-Barquin and SB 484 by Burgess

HB 1 was possibly the most controversial bill of the 2021 Legislative Session; the bill makes numerous changes to Florida's criminal code. For local government purposes, the bill amends s. 166.241, F.S., relating to municipal budgets, to create a budget appeal process to challenge reductions in municipal law enforcement agencies' budgets similar to that available to a county sheriff. If a municipality's tentative budget contains a funding reduction to the operating budget

of the municipal law enforcement agency, the state attorney for the judicial circuit in which the municipality is located or a member of the governing body of the municipality who objects to the funding reduction may file an appeal within 30 days of the date the tentative budget is posted on the municipality's website. The bill requires a municipality to reply to the appeal within five working days of receipt. The bill requires the EOG to conduct a hearing on the appeal and make a recommendation to the Administration Commission which may approve, amend, or modify the municipal law enforcement budget. Under the bill, the decision of the Administration Commission is final.

HB 1 was approved and signed by the Governor on April 19, 2021.

Broadband Internet Infrastructure
HB 1239 by Tomkow and SB 1592 by Burgess

HB 1239 creates two new programs to support the expansion of broadband internet service to consumers without access to service.

First, the bill creates a program within the Office of Broadband at DEO to award grants, subject to appropriation, to applicants who seek to install or deploy infrastructure that expands broadband service to unserved areas. The bill specifies the types of entities eligible for such grants, provides application requirements and evaluation criteria, and requires the Office to enter into an agreement with each grant recipient that specifies performance conditions, including potential sanctions. The bill establishes a process by which an existing broadband provider may challenge a grant application on the grounds that the provider already offers or plans to offer service in the area at issue. The bill limits grant awards to 50 percent of the total cost of a project, but no more than $5 million per grant, and prohibits grant awards for projects that receive other federal funding. The bill requires the Office to prepare an annual report summarizing the activity under this program.

Second, the bill requires municipal electric utilities, through July 1, 2024, to offer broadband service providers a discounted rate of one dollar per attachment per year for any new pole attachment necessary to make broadband service available to an unserved or underserved consumer within the utility's service territory. The bill provides terms for these discounted attachments. The bill also provides safety and reliability standards for pole attachments and specifies each party's responsibility for costs associated with replacement poles necessary to make attachments. The bill prohibits municipal electric utilities from raising their current pole attachment rates for broadband providers before July 31, 2022. The bill requires local technology planning teams established by the Office to work with rural communities to help identify unserved and underserved consumers and to work with broadband providers to identify opportunities and reduce barriers to the deployment of service.

HB 1239 is waiting action by the Governor.

Civil Liability for Damages Relating to COVID-19
SB 72 by Brandes and HB 7 by McClure

The bill defines a COVID-19-related claim, against a person, business, or other entity, but generally not a health care provider, as a claim that arises from or is related to COVID-19. For claims against a person other than a health care provider, the bill establishes preliminary requirements that a plaintiff must complete before the case is allowed to proceed. A court must determine whether:

- The complaint was pled with particularity.
- A physician's affidavit was simultaneously submitted stating that, within a reasonable degree of medical certainty, the physician believed that the defendant caused, through acts or omissions, the plaintiff's damages, injury, or death. If the plaintiff did not meet these requirements, the court must dismiss the action, but the plaintiff is not barred from correcting the deficiencies and refiling the claim.
- The defendant made a good faith effort to substantially comply with authoritative or controlling health standards when the action accrued. If the court determines that the defendant made the requisite good faith effort, the defendant is immune from civil liability.

If, in contrast, the court determines that the defendant did not make the requisite good faith effort, the action may proceed.

If a plaintiff meets these preliminary requirements, then he or she bears the burden of proving that the defendant did not make the good faith effort. Additionally, the plaintiff must meet the heightened standard of proving that the defendant's acts or omissions were grossly negligent by the clear and convincing evidence standard.

Liability Protections for Health Care Providers

The liability protections for COVID-19-related claims against a health care provider mainly relate to claims:

- Arising from the diagnosis or treatment of a person for COVID-19;
- The provision of a novel or experimental COVID-19 treatment;
- The transmission of COVID-19; and
- The delay or cancellation of a surgery or medical procedure.

Claims must be brought within 1 year. SB 72 was signed into law by the Governor on March 29, 2021.

Public Records for Disaster Response
HB 327 by Rommel and SB 418 by Burgess

HB 327 creates a public record exemption for the address and telephone number of a person provided public emergency shelter during a storm or other catastrophic event held by an agency that provided the emergency shelter.

The bill provides that the exemption is subject to the Open Government Sunset Review Act and will repeal on October 2, 2026, unless reviewed and saved from repeal by the Legislature. The bill provides a statement of public necessity as required by the Florida Constitution.

HB 327 is awaiting action by the Governor.

County and Municipal Code Enforcement
SB 60 by Bradley and HB 883 by Overdorf

SB 60 prohibits county and municipal code inspectors from starting an investigation into violations of city or county codes or ordinances based on an anonymous complaint. The bill requires that individuals making complaints of potential violations provide their name and address to the local government body before an investigation may occur. An exception is provided if the code inspector has reason to believe that alleged violation presents an imminent threat to public health, safety, or welfare or imminent destruction of habitat or sensitive resources.

SB 60 awaits Governor action.

Private Property Rights
HB 421 by Persons-Mulicka and Tuck and SB 1876 by Albritton

HB 421 amends the Bert J. Harris, Jr., Private Property Rights Protection Act by shortening the review period governments have in responding to claims from 150 to 90 days. The bills create the presumption that certain Bert Harris settlement offers are in the public interest. The bills create a process by which a property owner can notify a government entity that they believe a new law or regulation imposes a limitation on their property. The government entity would have 45 days to respond in writing describing what limitations are imposed on the property by the new law or regulation. At this point, the Bert Harris claim would be ripe for filing without the property owner being denied an application for development if filed within one year after receiving the response from the government entity. The bills give the property owner the option to forgo a jury trial and instead have a bench trial. Lastly, the legislation amends the attorney fee provisions of the Bert Harris Act by making them more favorable to the property owner. The bills were amended to add the subject of HB 1101 and SB 1380, creating one vehicle for all Bert Harris Legislation.

HB 421 awaits action by the Governor.

Impact Fees
SB 750 by Gruters and HB 337 by DiCeglie

SB 750 revises the limitations and requirements to impose impact fees by local governments. There are six provisions regarding impact fee increases within the bill: An impact fee may be increased only pursuant to a plan for the imposition, collection and use of the increased impact fee that complies with this section; Any increase to a current impact fee rate of not more than 25 percent of the current rate must be implemented in two equal annual

installments; An increase to a current impact fee that exceeds 25 percent but not more than 50 percent of the current rate must be implemented in four equal installments; No impact fee increase may exceed 50 percent of the current impact fee rate; An impact fee may not be increased more than once every 4 years; and an impact fee may not be increased retroactively for a previous or current fiscal or calendar year. However, a local government, school district, or special district may increase an impact fee rate beyond the cap amounts.

In order to increase an impact fee beyond the cap amount, three requirements must be met:

- A demonstrated need study justifying the increase that has been completed within 12 months prior to the adoption of the impact fee that expressly demonstrates the extraordinary circumstances necessitating the need to exceed the phase-in limitations;
- Two publicly noticed workshops dedicated to the extraordinary circumstances creating the need to exceed the phase-in limitations; and
- Impact fee increase must be approved by no less than a two-thirds vote of the governing body. The cap language operates retroactively to January 1, 2021.

The bill also revises the provision that passed into law last year providing that impact fee credits are assignable and transferable at any time to another development that is within the same or an adjoining impact fee zone or district.

SB 750 awaits action by the Governor.

Tax Package
SB 7061 by Ways and Means

SB 7061-Taxation by House Ways and Means Committee passed the Senate by a vote of 40-0 and the House by a vote of 117-1. The bill originated as a committee bill. A strike-all amendment was adopted on the Senate Floor that replaced the House language with much of the Senate Tax Package, along with a few additional provisions. The bill included the Department of Revenue administrative proposals and provided the following tax reductions:

Ad Valorem Provisions:

Fully exempts certain affordable housing properties currently receiving a 50% discount ($22.8 million)
Use of Charitable Properties (insignificant)
Repeals section 193.019, Dealing with Hospitals, Community Benefit Reporting (indeterminate)
Change of Ownership, Calamity and Misfortune (indeterminate)
House of Worship Educational Property ($7.6 million Nonrecurring, 0.5 million recurring)
Educational Facilities – S. 212.062 ($0.6 million)

Sales Tax Provisions:

Data Center Exemption extension ($1.4 million)
Independent Living items exemption ($3.8 million)

Ten Day Back to School Sales Tax Holiday, including computers up to $1000 - 7/31 to 8/9 ($44.9 million)
Ten Day Disaster Preparedness Holiday 5/28 to 6/6 ($6.0 million)
Seven Day Sales Tax Holiday – admissions and Outdoor Recreation Supplies ($46.4 million)

Other Provisions:

Documentary Stamp Tax – Revision of Interest Rate Index (insignificant)
Multiple Taxes – Strong Families Tax Credit Program ($5.0 million)
Corporate Income Tax – Internship Credit ($2.5 million)
Contaminated Site Rehabilitation Tax Credit ($17.5 million)
Repeals Sports Development Program (Section 288.11625, F.S.)

HB 7061 awaits action by the Governor.

Abandoned Cemeteries
HB 37 by Driskell and SB 222 by Cruz

HB 37 creates a ten-member Task Force on Abandoned African American Cemeteries. The group is instructed to study the extent to which unmarked or abandoned African American cemeteries and burial grounds exist throughout the state and to develop and recommend strategies for identifying and recording cemeteries and burial grounds while preserving local history and ensuring dignity and respect for the deceased. The Department of State (DOS) is required to provide administrative and staff report relating to the functions of the task force. The task force must submit a report by January 1st, 2022 that detail its findings and recommendations.

HB 37 awaits action by the Governor.

Growth Management
HB 59 by McClain and SB 496 by Perry

HB 59 amends s. 163.3167, F.S., to provide that all local comprehensive plans *effective*, rather than *adopted*, after January 1, 2016, and all land development regulations adopted to implement the plan, must incorporate development orders existing before the plan's effective date, may not impair the completion of a development order, and must vest the density and intensity approved on the effective date of the comprehensive plan. The bill requires all local governments to adopt a property rights element in their comprehensive plans and provides a model statement of property rights a local government may adopt to satisfy this requirement.

HB 59 awaits action by the Governor.

Growth Management
HB 487 by Duggan and SB 1274 by Perry

HB 487 increases the maximum acreage of a small-scale comprehensive plan amendment from 10 acres to 50 acres generally and increases the maximum acreage for a small-scale comprehensive plan amendment within a rural area of opportunity from 20 acres to 100 acres.

HB 487 is awaiting action by the Governor.

Documentary Stamp Taxes
SB 2512 by Senate Appropriations and HB 5401 by House Appropriations

SB 2512 revises the distributions from the Documentary Stamp Tax that are deposited into the Local Government Housing Trust Fund and State Housing Trust Fund, the Water Protection and Sustainability Trust Fund, and Resilient Florida Trust Fund. Under current law, $423.2 million is distributed into the two housing trust funds, while under the conforming bills, the two housing trust funds will receive $200 million combined, and the two new trust funds will each receive $111.7 million. Other distributions from Documentary Stamp Tax were not affected. The bill also specified that the Local Government Housing Trust Fund and the State Housing Trust Fund revenues may not be swept to the General Revenue Fund in the General Appropriations Act in future years.

SB 2512 awaits action by the Governor.

Construction Permits
HB 1059 by Fischer and SB 1788 by Boyd

HB 1059:

- Requires local governments to review additional information for an application for a development permit or development order within a certain time-period.
- Clarifies and requires local enforcement agencies to:
  - post each building permit application, including a list of any required attachments, such as drawings or plans, on their websites;
  - allow applicants to submit completed building permit applications electronically including any required payments and attachments, such as plans;
  - post the current status of every received building permit application on their website; and
  - post their procedures for reviewing, processing, and approving building permit applications on their websites.
- Requires government entities, which enforce the Building Code, that fail to meet current established deadlines for reviewing building permit applications to reduce the fee for such permits for every business day that they miss the deadline, unless the applicant agrees to a longer period.
- Requires government entities that deny a building permit application for a single-family residential dwelling to allow the applicant 10 business days to correct the application.
- Prohibits government entities from requiring a copy of a contractor's contract with owners, subcontractors, or suppliers in order to obtain a building permit for projects on commercial property. This does not apply to projects for improvements owned or leased by a government entity.

HB 1059 is awaiting action by the Governor.

Bills that Failed to Pass in 2021

Vacation Rentals
SB 522 by Senator Diaz and HB 219 by Representative Fischer

SB 522 died in the Senate Rules Committee. The bill, in its original form, would have preempted all regulations of vacation rentals to the state, including the inspection and licensing of vacation rentals. The bill was amended to significantly narrow the preemption. It would have permitted "grandfathered" local laws, ordinances, or regulations adopted on or before June 1, 2011, to be amended to be less restrictive, but would have preempted cities from specifically regulating advertising platforms. The House companion, HB 219, was only heard in its first committee of reference.

Prohibition of Public Funds for Lobbying by Local Governments
HB 215 by Representative Sabatini

HB 215 did not receive a committee hearing during Session, and there was no Senate companion filed. Among other things, the bill prohibited a local government from using public funds to retain a lobbyist to represent the local government before the legislative or executive branch. However, a full-time employee of the local government may register as a lobbyist and represent that local government before the legislative or executive branch. Except as a full-time employee, a person may not accept public funds from a local government for lobbying.

Legislative Review of Occupational Regulations
SB 344 by Senator Diaz and HB 471 by Representative Rizo

The proposal created the "Occupational Regulation Sunset Act" which established a schedule for systematic review of the costs and benefits of occupational regulatory programs to determine whether to allow the program to expire, renew without modifications, renew with modifications, or provide for other appropriate actions over a four-year period by the legislature. SB 344 cleared one committee stop; HB 471 was not considered.

Alternative Meetings During Declared Emergencies
SB 1494 by Senator Cruz and HB 1217 by Representatives Daley and Mooney

The bills authorized local or regional governing bodies under a state of emergency by the Governor to gather using communications media technology, including telephonic and video conferencing. A meeting conducted through communications media technology indicates a member's presence and would have counted towards a quorum. Additionally, a member could attend in person or through communications media technology virtually. The House version included a provision that stated any requirement for a public meeting for a quorum, to be present in person or to meet in a specific place, will be suspended during a declared state of emergency. Lastly, a public notice for a meeting via technology would have had to contain how many people were interested in attending as well as noticing meeting locations, if any. Neither bill received a hearing this session.

Traffic and Pedestrian Safety
SB 1412 by Senator Perry and HB 1113 by Representative Fine

HB 1113 passed (91-25) the House but ultimately failed this legislative session. The bills required by October 1, 2022, DOT would have had to seek approval from the federal government to allow red rectangular rapid flash beacon (RRFB) instead of yellow RRFBs. If approved by the federal government, all entities with jurisdiction over mid-block crosswalks would have had to replace yellow RRFBs with red RRFBs within a year. If the request was denied by the federal government, all entities with jurisdiction over mid-block crosswalks would have had to remove all yellow RRFBs or retrofit with acceptable equipment. Furthermore, a traffic engineering study would have had to have been conducted that recommended the installation of a mid-block crosswalk. The Senate companion, SB 1412, cleared two of three committees but stalled in its third committee, Senate Appropriations.

Regulation of Smoking in Public Places
SB 334 by Senator Gruters and HB 239 by Representative Altman

The bills allowed counties and cities to further restrict smoking on beaches and parks within their jurisdictions and that they own. Cities would have been allowed to also restrict smoking in county beaches and in city parks so long as it would not conflict with a county ordinance. Additionally, smoking would be prohibited within the boundaries of a state park. SB 344 cleared two of three committees; HB 239 cleared one of three committees.

State Funds
SB 510 by Senator Hooper and HB 13 Representative Killebrew

The bills prohibited further sweeping of funds from the State and Local Government Housing Trust Funds, known as the Sadowski Affordable Housing Funds. SB 510 failed this legislative session after clearing two of three committees but stalled in Senate Appropriations. The House companion, HB 13, was not heard this Session.

Firefighter Inquiries and Investigations
SB 970 by Senator Hooper and HB 313 by Representative Busatta Cabrera

The bills revised the Firefighters' Bill of Rights to expand the rights of a firefighter during questioning under an informal inquiry when a firefighter was under investigation for alleged misconduct. The bill provided criteria for conducting informal inquiries including, where the investigation will take place, the time, and duration, allowing the firefighter rest. Furthermore, a firefighter may not have been threatened with transfer, dismissal, or disciplinary action as incentive to answer any questions. The Senate version, SB 970, passed one of three committees but stalled in the Senate Governmental Oversight and Accountability Committee. HB 313 passed (116,1) in the House, but the bill ultimately failed this session.

Use of Wireless Communications Devices
HB 91 by Representative Slosberg

The bill expanded the texting & driving ban to a complete hands-free requirement for use of all wireless communication devices while driving. Additionally, the bill would have allowed for billing records to be admissible records in any scenario regardless of severity. There was no Senate companion legislation, and HB 91 was not considered during session.

Matters of Great Governmental Concern
SB 102 by Senator Burgess and HB 1053 by Representative Overdorf

The legislation authorized the Attorney General to take over or abate local government civil actions that involve multiple local government plaintiffs on matters the Legislature has declared to be of great governmental concern. The bills were retroactive and could have adversely affected existing legal actions relating to opioids and PFAS chemicals. Both SB 102 and HB 1053 cleared only one committee stop.

Regional Planning Councils
SB 62 by Senator Bradley

The bill repealed the Florida Regional Planning Council Act which establishes Florida's ten regional planning councils (RPCs), county participation requirements, and the councils' responsibilities. Statutory functions presently performed by RPCs are transferred to state agencies and local governments. While removing RPCs from state law, the bill authorized local governments to enter into interlocal agreements to create regional planning councils. Thus, RPCs that were initially created by interlocal agreement that are still in effect may continue in existence despite the proposed repeal. SB 62 cleared one out of three committee stops, however, there was no House companion.

Requirements for Establishing or Increasing Tolls
SB 1350 by Senator Jones and HB 205 by Representative Borrero

The bills established requirements for increasing rates or development of tolls on a public highway located in a county with a population over one million. Before a tolling authority increased the rates, the board of county commissioners would have had to approve toll increases or development by a two-thirds vote. Neither bill received a hearing this session.

Land Acquisition Trust Fund/Florida Forever Bonds
SB 1480 by Senator Brodeur and HB 1173 by Representative Roth

The bills extended the date by which bonds issued to fund the Florida Forever Act are intended to be retired to December 31, 2054. Under current law, the bonds are intended to be retired by December 31, 2040. SB 1480 cleared two of three committees but stalled in Senate Appropriations. HB 1173 was never considered.

Resiliency Energy Environment Florida (REEF) Program/ Improvement to Real Property
SB 1208 by Sen. Ana Rodriguez and HB 387 by Rep. Fine

The Senate bill sought to rename the Property Assessed Clean Energy (PACE) program to the Resiliency Energy Environment Florida (REEF) program and expand qualifying improvements to include wastewater treatment, flood and water damage mitigation, health and environmental hazards mitigation, and water conservation and efficiency projects. The bill provided additional consumer protection measures when entering PACE contracts. The Senate bill cleared two of three committees but was not considered its final committee of reference. HB 387 focused solely on consumer protections to protect potential property-owner participants from fully realizing the terms of the PACE contracts. The bills also required the local government to post an online annual report documenting certain PACE activities. HB 387 passed all committees but was never considered on the House Floor.

Implementation of the Recommendations of the Blue-Green Algae Task Force
SB 1522 by Senator Stewart and HB 1225 by Representative Goff-Marcil

The bills implemented the recommendations of the Blue-Green Algae Task Force. The bills required DEP to administer an onsite sewage treatment and disposal system (OSTDS) inspection program to inspect systems at least once every 5 years, beginning on July 1, 2024; and assess whether certain pollution reduction projects are effectively reducing nutrient pollution or water used. SB 1522 cleared two of three committee stops but stalled in Senate Appropriations. HB 1225 was not considered this session.

Renewable Energy
SB 208 by Senator Brandes and HB 775 by Representative Omphroy

The bills authorized owners of commercial or industrial businesses, or third parties contracted by such owners, to install, maintain, and operate a renewable energy source device on or about the structure in which the business operates or on a property the business owns or leases. Furthermore, the bill authorized owners or contracted third parties to sell electricity generated from the device to adjacent businesses. The bills allowed a utility to seek cost recovery from customers if rates are significantly impacted by renewable energy use, however, rebates or incentives are exclusive to the sole property owner of the renewable energy source device. SB 208 cleared one of three committee stops. HB 775 was not considered by the House.

Sanitary Sewer Laterals
SB 1058 by Senator Burgess and HB 773 by Representatives McClure and Overdorf

The bill allowed counties and municipalities to develop detailed specifications and standards for repairing or replacing a leaking, damaged, deteriorated, or clogged sanitary sewer laterals on residential and commercial properties. Beginning on July 1,2023, a county, or city, could access a property to clean or repair sanitary sewer laterals and to reestablish a sealed sanitary sewer system. A county would have had to notify a property owner by mail at least 14 days prior to accessing the property for services. Both HB 773 and SB 1058 passed two of three committees.

Energy 2040 Task Force
SB 136 by Senator Brandes

The bill created the Energy 2040 Task Force within the Public Service Commission to project state electric needs. The bill requires the task force to make recommendations, based upon forecasts and projections including impacts to local government taxes on government revenues and the electric supply and requires that state agencies assist and cooperate with the task force and any advisory committees. The bill was not considered this session, and there was no House companion filed.

Preemption of Recyclable and Polystyrene Materials
SB 594 by Senator Stewart and HB 6027 Representative Grieco

The bills repealed the state preemption of the regulation of disposable plastic bags including auxiliary containers and wrappings and repeal the state preemption of the use or sale of polystyrene products to FDACS. Neither bill received a hearing.

Electric Vehicles
SB 138 by Senator Brandes

SB 138 required FDOT to establish the Electric Vehicle (EV) Infrastructure Grant Program to provide financial assistance to encourage the installation of publicly available electric vehicle charging infrastructure for electric vehicles, electric semi-trucks, and electric aircraft on public or private property. The legislation authorized state agencies, public universities, public transit agencies, ports, airports, and local governments to apply to FDOT for grants for technical assistance for the development and adoption of local or regional plans establishing charging infrastructure and for assistance with the purchase of related equipment and costs of installation. The bill set out required matching funds and sources and authorizes an applicant to partner with a private-sector entity to install charging infrastructure on private property in the jurisdiction of the applicant. The bill also amended current law relating to FDOT's development of a required EV Infrastructure Master Plan for development of electric vehicle charging station infrastructure along the State Highway System. SB 138 passed two of three committees of reference.

Fees/Electric Vehicles
SB 140 by Senator Brandes

SB 140 is linked to SB 138 and would have created additional annual flat fees in addition to existing license taxes imposed by s. 320.08, F.S. For electric vehicles weighing less than 10,000 pounds, a flat fee of $135 beginning July 1, 2021, increasing to $150 beginning January 1, 2025. For electric vehicles weighing 10,000 pounds or more, $235 beginning July 1, 2021, increasing to $250 beginning January 1, 2025. For "plug-in hybrid electric vehicles," a $35 flat fee beginning July 1, 2021, increasing to $50 beginning January 1, 2025. Of the proceeds of the additional flat fee, 64 percent must be deposited into the STTF and 36 percent must be allocated to the county where the vehicle is registered. Beginning in Fiscal Year 2023-2024, the funds deposited into the STTF would be allocated under SB 138 to fund the EV Infrastructure Grant Program. SB 140 passed two of three committees. The House companion bills, HB 817-Electric

Vehicles by Representatives Plasencia and Toledo and HB 819-Fees/Electric Vehicles by Representatives Learned and Toledo were not considered by the House.

Retirement
SB 84 by Senator Ray Rodrigues

Under current law, members of the Florida Retirement System (FRS) have two plan options available: the defined benefit plan (pension plan) and the defined contribution plan (investment plan). SB 84 closed the defined benefit plan (the pension plan) to new enrollees except for members of the Special Risk Class. It would require eligible employees initially enrolled in the FRS on or after July 1, 2022, to participate in the defined contribution plan (investment plan) and membership in the pension plan would no longer be permitted for new members. The changes proposed in this legislation do not impact current FRS members. SB 84 passed the full Senate, but the bill ultimately died with no House companion.

Fiduciary Duty of Care for Appointed Public Officials and Executive Officers
SB 758 by Senator Diaz and HB 573 by Representative Beltran

The legislation established fiduciary duty of care standards applicable to executive officers and appointed public officials of governmental entities. The bill required governmental entities to provide appointed public officials and executive officers the opportunity to complete five hours of board governance training. The governmental entity must give those individuals notice that the training is available within 30 days of appointment, reappointment, hiring, or any contract entered into or renewed on or after July 1, 2021. If an appointed public official or executive officer requests board governance training the governmental entity must provide the training within 180 days after such request. The bill set the minimum content requirements for the training and specifies that training may be provided by a public body with management duties over public officials and executive officers, a Florida College System institution, a state university, an accredited law school, or a nationally recognized entity specializing in board governance education. However, the bill allowed governmental entities with annual revenue less than $1 million to have the training provided through inhouse legal counsel or by the unit of government that created the entity. The bill mandated the appointment of an executive officer or general counsel (in-house or outside) be subject to approval by majority vote of the governmental entity. The bill further required all legal counsel and lobbyists employed by a governmental entity represented the legal interest and position of the governmental entity's governing board and not the interest of any individual or employee. Lastly, the bill specified that nothing in the bill can be construed to create a private cause of action against an executive officer, an appointed public official, or a governmental entity. HB 573 passed the full House without opposition. The Senate companion, SB 758, was only heard in two of three committees of reference.

Tourist and Convention Development Taxes
SB 2008 by Senator Diaz and HB 1429 by Representative Avila

The bill authorized counties imposing the Tourist Development Tax (TDTs) or Convention Development Tax (CDTs) the option to use of tax revenues for finance flood mitigation projects or improvement but required all new or increased levies to be approved in a referendum. An

amendment was adopted to HB 1429 that removed language requiring a five-year renewal of TDTs and CDTs by referendum and made changes ensuring that all new or increased TDTs and CDTs would be subject to voter referendum. The Senate companion, SB 2008, contained the original language of the bill that required all TDTs and CDTs to be approved by referendum every five years and requires any TDT or CDT currently imposed to be renewed in a referendum on or before July 1, 2026. SB 2008 was not considered by the Senate. HB 1429 passed the House, 114 yeas, 2 nays.

Sovereign Immunity
SB 1678 by Senator Diaz and HB 1129 by Representative Fernandez-Barquin

The bills increased the statutory limits on liability for tort claims against the state and its subdivisions from $200,000 per person and $300,000 per incident to $500,000 per person and $1 million per incident. Additionally, the bill set adjustments for limitation of liability to the Consumer Price Index annually. Neither bill received a hearing this session.

Fees for the Enforcement for Florida Building Code
SB 1648 by Senator Powell and HB 1017 by Representative Rayner

The bills authorized local governments to waive certain fees associated with the Florida Building Code for development, construction, or rehabilitation of affordable housing. Neither bill received a hearing this session.

Small County Discretionary Sales Surtaxes
HB 749 by Representative Mooney

The bill authorized counties with a population of 80,000 or less on April 1,2020 to levy a discretionary sales surtax of .5% or 1%. The bill was not considered by the House.

Supermajority Vote for Legislative Preemption
SJR 540 by Senator Farmer

The joint resolution proposed amendments to the State Constitution to require a supermajority (two-thirds) of each House to approve a general law preempting legislation to the state. There was no House companion resolution, and SJR 540 was not considered by the Senate.

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3072 **Agenda Date:** 5/18/2021 **Agenda No.:** 14.4.1.

SUBJECT:
Present Administrative Budget Transfer Report

INITIATOR:
Audrey L. Fowler, Budget 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

04/24/2021 to 05/07/2021

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 Department; and
B.The transfer is limited to operating expenditure accounts; and
C.The transfer is less than $10,000; 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

Procurement Services

Journal Number # 2021-7-1363 *Date Executed:* 04/28/2021

Transferring funds to pay for (5) Procurement Contract Analysts to attend Legal Aspects of Procurement. Required class for their positions.

	Fund	Dept	Account	Account Name	Amount
From	0010	176	551101	Office Supplies	$820
From	0010	176	540101	Travel and Per Diem	$750
To	0010	176	555501	Training and Education	$1,570

Facilities Management

Journal Number # 2021-7-1050 *Date Executed:* 04/27/2021

Line item AA180519-531109 (Professional Services) is in need of a one-time transfer of $9,500. The professional services account was reduced by over 50% during the FY21 budget process from $56,700 to $26,700. This account is already 91% expended, half way through the year, and additional funds are needed for professional services towards upcoming projects. We are asking to transfer this $9,500 from AA180519-546140 (Small Projects) as this line item has excess funds due to CARES projects taking priority for the first quarter of the fiscal year.

	Fund	Dept	Account	Account Name	Amount
From	0010	180	546140	Repairs and Maint Small Projects	$9,500
To	0010	180	531109	Professional Services	$9,500

Facilities Management

Journal Number # 2021-7-1104 *Date Executed:* 04/27/2021

A purchase was made in order to repair and maintain an item at the Jail. The physical purchase was coded to AA180519-546135 (Repairs/Maint - Jail). The freight was charged separately, and therefore, although it correlates with the physical repair, it must be coded to postage and freight account AA180519-542201. There are insufficient funds in this line and we are therefore asking for a one-time transfer of $500 in order to appropriately code the purchase.

	Fund	Dept	Account	Account Name	Amount
From	0010	180	546135	Repairs and Maint Jail	$500
To	0010	180	542201	Postage and Freight	$500

Parks and Recreation

Journal Number # 2021-8-224 *Date Executed:* 05/06/2021

To transfer funds from the Marion County Parks & Recreation General Fund (AA360572) Printing & Binding (547101) to Computer Software (552106) in the amount of $3,700. This transfer will allow the Department to purchase a mobile app called MyCamp app. Marion County IT, Procurement and Public Relations have reviewed the app and have coordinated with the Parks & Recreation Department to implement the production of the app. The app will improve communication between staff and parents during recreation programs/camps.

	Fund	Dept	Account	Account Name	Amount
From	0010	360	547101	Printing and Binding	$3,700
To	0010	360	552106	Computer Software	$3,700

Parks and Recreation

Journal Number # 2021-8-225 *Date Executed:* 05/06/2021

To transfer funds from the Marion County Parks & Recreation General Fund (AA360572) Promotional Activities (548101) to Operating Supplies - Computer Hardware (552116) in the amount of $590. This transfer will allow the Department to purchase a replacement laptop in place of a Dell Surface Pro. Marion County IT Department has requested all outdated Surface Pro's be replaced with a laptop as they no longer support the tablet based equipment.

	Fund	Dept	Account	Account Name	Amount
From	0010	360	548101	Promotional Activities	$590
To	0010	360	552116	Operating Supplies Computer Hardware	$590

Medical Examiner Fund

Medical Examiner

Journal Number # 2021-8-60 *Date Executed:* 05/06/2021

$360 of postage is needed for the end of the fiscal year for the Medical Examiner's fund as we mail out invoices that total about $90 a month. We already purchased the bulk order of computers for their office and have savings in the Computer Hardware line item (552116) that can be transferred for this amount.

	Fund	Dept	Account	Account Name	Amount
From	1091	132	552116	Operating Supplies Computer Hardware	$360
To	1091	132	542201	Postage and Freight	$360

Stormwater Program

Stormwater Program

Journal Number # 2021-7-1282 *Date Executed:* 04/27/2021

Reallocation of $2,000 from Operating Supplies (552108) to Repairs/Maint Fleet Mgmt (546257) to cover a shortfall due to two unexpected major repairs on trucks this year. This will also allow some room for routine maintenance through the remainder of the FY.

	Fund	Dept	Account	Account Name	Amount
From	1131	430	552108	Operating Supplies	$2,000
To	1131	430	546257	Repairs and Maint Fleet Management	$2,000

Building Safety Fund

Building Safety

Journal Number # 2021-7-1270 *Date Executed:* 04/27/2021

Recently the large format printer/scanner used in the office to provide customers with copies of plans and to archive plans required some repair work. The department was informed that this type of expense would need to be charged to repairs and maintenance - equipment instead of operating. Building Safety requested account 546301 (Repairs & Maint - Equipment) be setup and this bar is to allocate funds to that account to cover the repair work and possible future repairs.

	Fund	Dept	Account	Account Name	Amount
From	1141	318	549990	Other Current Charges Misc Expenses	$2,000
To	1141	318	546301	Repairs and Maint Equipment	$2,000

RLE Fire Protection MSBU

Fire Control Services

Journal Number # 2021-7-953 *Date Executed:* 04/27/2021

Rainbow Lakes Estates Fire Protection (HD506522) is requesting a transfer of $500 from Contract Services - Other Misc. (534101) to Computer Software (552106) to cover the increase in cost of the annual fee for the Firehouse software. This is a one-time change.

	Fund	Dept	Account	Account Name	Amount
From	1303	506	534101	Contract Serv Other Misc	$500
To	1303	506	552106	Computer Software	$500

Fire Control Services

Journal Number # 2021-8-38 *Date Executed:* 05/06/2021

Rainbow Lakes Estates Fire Protection (HD506522) is requesting a transfer of $7,000 from Clothing and Wearing Apparel (552107) to Repair & Maintenance Building & Grounds (546101) due to unforeseen repairs to RLEVFD Ivy Station which include re-piping of the hot water lines, replacement of an air conditioner and removal of the fire tower. This is a one-time change.

	Fund	Dept	Account	Account Name	Amount
From	1303	506	552107	Clothing and Wearing Apparel	$7,000
To	1303	506	546101	Repairs and Maint Bldgs and Grnds	$7,000

Fire Control Services

Journal Number # 2021-8-39 *Date Executed:* 05/06/2021

Rainbow Lakes Estates Fire Protection (HD506522) is requesting a transfer of $750 from Contract Services (534101) and $750 from Books Publications & Subscriptions (554101) for a total of $1,500 to Other Current Charges Volunteer Firefighter (549182) to cover stipends for additional volunteers. This is a one-time change.

	Fund	Dept	Account	Account Name	Amount
From	1303	506	534101	Contract Serv Other Misc	$750
From	1303	506	554101	Books Publications and Subscriptions	$750
To	1303	506	549182	Other Current Charges Volunteer Firefighter	$1,500

Fire Control Services

Journal Number # *Date Executed:* 05/06/2021

Rainbow Lakes Estates Fire Protection (HD506522) is requesting a transfer of $1,200 from Gasoline Oil & Lub (552101) to Communication Services (541101) to cover expenses for the remaining fiscal year. This is a one-time change.

	Fund	Dept	Account	Account Name	Amount
From	1303	506	552101	Gasoline Oil and Lubricants	$1,200
To	1303	506	541101	Communications Services	$1,200

Marion County Utility Fund

Utilities Water System

Journal Number # 2021-8-223 05/06/2021

Most memberships are billed semi-annually, and the price for them was higher than expected for FY2021. Due to Covid-19, Utilities is not able to find the available training courses expected. We would like to move some funding from Training and Education to Dues and Memberships. This is a one-time transaction.

	Fund	Dept	Account	Account Name	Amount
From	4520	442	555501	Training and Education	$1,000
To	4520	442	554201	Dues and Memberships	$1,000

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3073 **Agenda Date:** 5/18/2021 **Agenda No.:** 14.4.2.

SUBJECT:
Present CARES Act Administrative Budget Transfer Report

INITIATOR:
Audrey L. Fowler, Budget Director

DEPARTMENT:
Budget

DESCRIPTION/BACKGROUND:
Attached is the CARES Act Administrative Budget Transfer Report as required by Commission Policy 20-02.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Information only.

MARION COUNTY BOARD OF COUNTY COMMISSIONERS
CARES ACT ADMINISTRATIVE BUDGET TRANSFER REPORT

04/24/2021 to 05/07/2021

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 20-02. The Budget Transfers adhere to the following conditions:

A. The budget transfer does not change the total expenditure appropriations of the Fund; and
B. The transfer is limited to appropriations that have been deemed by the County Administrator or their designee as an eligible CARES CRF expenditure; and
C. The transfer is approved by the County Administrator; and
D. The transfer is approved by the County Budget Officer.

General Fund

Coronavirus Relief

Journal Number # 2021-8-73 *Date Executed:* 05/04/2021

Administrative BAR to move budget from a non-operating account to an operating account to make purchases for General Government expenses category by BCC departments. To reappropriate funds as approved on the April 20, 2021 Agenda Item 9.1 to reimburse expenditures in the Insurance Fund for the direct costs of the employee COVID-19 health claims in the amount of $2.4 million dollars.

	Fund	Dept	Account	Account Name	Amount
From	0010	338	590106	Non Operating CARES Act	$2,400,000
To	0010	338	591501	Budget Transfer to Insurance Fund	$2,400,000

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3074 **Agenda Date:** 5/18/2021 **Agenda No.:** 14.4.3.

SUBJECT:
Present Monthly Report for the Building Department Budget and Actual

INITIATOR:
Audrey L. Fowler, Budget Director

DEPARTMENT:
Budget

DESCRIPTION/BACKGROUND:
Pursuant to the Board's direction, attached is the Monthly Report - Building Department Budget and Actual.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Information only.

Marion County Board of County Commissioners
Monthly Report - Building Department Budget and Actual
Fiscal YTD - April 30, 2021

	Adopted 2020-21	Fiscal YTD Actual 04/30/2021
Revenues		
Operating Revenues	$ 5,744,675	$ 4,082,117
Balances Forward	8,924,447	11,551,603
Total Revenues and Fund Balance	$ 14,669,122	$ 15,633,720
Expenditures		
Personal Services	$ 4,002,328	$ 2,248,543
Operating & Other	6,961,281	771,964
Capital Outlay	350,762	473,588
Reserves	3,354,751	-
Total Expenditures	$ 14,669,122	$ 3,494,095
Fund Balance Surplus (Deficit)	$ -	$ 12,139,625

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3094 **Agenda Date:** 5/18/2021 **Agenda No.:** 14.4.4.

SUBJECT:
Present the Acquisition or Disposition of Property Forms Authorizing Changes in Status, as Follows: 043573 and State Attorney's List Attached

INITIATOR:
Jennifer Cole, Finance Director

DEPARTMENT:
Clerk of Court

DESCRIPTION/BACKGROUND:
See attached.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
For informational purposes only.

REPORT OF ACQUISITION OR DISPOSITION OF PROPERTY
MARION COUNTY, FLORIDA

RECEIVED
2021 MAY -3 P 3:49
CLERK OF CIRCUIT COURT
FINANCE

TO: CLERK OF CIRCUIT COURT DATE: 04/22/2021

FROM: SOLID WASTE RECYCLING CW
DEPARTMENT

4/20/21
Authorized Signature

The following request for status change of property in my custody is presented for Board approval.

IDENTIFICATION DATA

Marion County Property No.	Type of Item		Location
#43573 cy	2 CY STATIONARY COMPACTOR		WEIRSDALE RECYCLING CENTER
Make	**Model**	**Year**	**Serial Number**
WASTE EQUIP.	245WHD	2009	LC10280
Other Description			
2 CY STATIONARY COMPACTOR			

ACQUISITION:

Acquired from _____ Cost/Value _____
(attach copy of invoice to this sheet)

** ** **

REPORT OF ACQUISITION OR DISPOSITION OF PROPERTY
MARION COUNTY, FLORIDA

TO: CLERK OF CIRCUIT COURT DATE: 05/03/2021

FROM: 5th Circuit State Attorney's Office
DEPARTMENT

Authorized Signature

The following request for status change of property in my custody is presented for Board approval.

IDENTIFICATION DATA

Marion County Property No.	Type of Item		Location
See Attached	See Attached		5th Judicial Center
Make	**Model**	**Year**	**Serial Number**
N/A	N/A	N/A	N/A
Other Description			
See Attached			

ACQUISITION:

Acquired from _____ Cost/Value _____
(attach copy of invoice to this sheet)

** ** **

To be removed from Inventory

County Tag #	Serial#/Service Tag	Description of item	Reason for removal	Removed Date
8001106/046254	8Z07WV1	Dell PowerEdge R620 Server	Outdated	5/3/2021
8001110/046253	8Z08WV1	Dell PowerEdge R620 Server	Outdated	5/3/2021
8001108/046252	8Z09WV1	Dell PowerEdge R620 Server	Outdated	5/3/2021
8001109/046250	9HL6WV1	Dell Equal Logic PS6100	Outdated	5/3/2021

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3103 **Agenda Date:** 5/18/2021 **Agenda No.:** 14.4.5.

SUBJECT:
Present Memorandum from Gregory C. Harrell, Clerk of the Circuit Court and Comptroller, Regarding the Filing of Ordinance 21-09 with the Secretary of State's Office

INITIATOR:
Deputy Clerk

DEPARTMENT:
Clerk of Court

DESCRIPTION/BACKGROUND:
Present Memorandum from Gregory C. Harrell, Clerk of the Circuit Court and Comptroller, Regarding the Filing of Ordinance 21-09 with the Secretary of State's Office.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
None, information only.

GREGORY C. HARRELL
CLERK OF COURT AND COMPTROLLER – MARION COUNTY, FLORIDA

CLERK OF COURT
RECORDER OF OFFICIAL RECORDS
CLERK AND ACCOUNTANT OF THE BOARD OF COUNTY COMMISSIONERS
CUSTODIAN OF COUNTY FUNDS AND COUNTY AUDITOR

POST OFFICE BOX 1030
OCALA, FLORIDA 34478-1030
TELEPHONE (352) 671-5604
WWW.MARIONCOUNTYCLERK.ORG

TO: Marion County Board of County Commissioners

FROM: Gregory C. Harrell, Clerk of Circuit Court and Comptroller

DATE: May 5, 2021

RE: Ordinance 21-09

The 2013 Legislature passed legislation that changed the manner by which County Ordinances were to be filed with the Florida Department of State and the manner in which the Department would acknowledge that filing. "An Act relating to paper reduction", Chapter 2013-192, amended Section 125.66, Florida Statutes, to require the Clerks of the Board of County Commissioners to file Ordinances and Amendments, as well as Emergency Ordinances, by e-mail to the Department. In turn, the Department would acknowledge receipt of such documents by return e-mail.

Attached, please find e-mail correspondence from the Clerk's Office to the Department and their acknowledgement related to the above Ordinance(s).

GCH/dl

FLORIDA DEPARTMENT *of* STATE

RON DESANTIS
Governor

LAUREL M. LEE
Secretary of State

April 28, 2021

Honorable Gregory C. Harrell
Clerk of Court and Comptroller
Marion County
Post Office Box 1030
Ocala, Florida 34478-1030

Attn: Debra Lewter, Deputy Clerk II

Dear Mr. Harrell:

Pursuant to the provisions of Section 125.66, Florida Statutes, this will acknowledge receipt of your electronic copy of Marion County Ordinance No. 21-09, which was filed in this office on April 28, 2021.

Sincerely,

Ernest L. Reddick
Program Administrator

ELR/lb

R. A. Gray Building • 500 South Bronough Street • Tallahassee, Florida 32399-0250
Telephone: (850) 245-6270

Debra Lewter

From: "Bryant, Linda C." <Linda.Bryant@DOS.MyFlorida.com>
To: Debra Lewter <DebraL@marioncountyclerk.org>
Date: 04/28/2021 03:08 PM
Cc: County Ordinances <CountyOrdinances@dos.myflorida.com>
Attachments: Marion20210428_Ordinance2021_21_09_Ack.pdf

Debra Lewter - MRN20210420_ORDINANCE2021_09

From: Debra Lewter
To: CountyOrdinances@dos.myflorida.com
Date: 04/28/2021 02:27 PM
Subject: MRN20210420_ORDINANCE2021_09
Bc: Debra Windberg; Susan Mills McAllister
Attachments: MRN20210420_ORDINANCE2021_09.pdf

Good afternoon Mr. Reddick,

Pursuant to provisions of Florida Statutes, attached for filing in your office is an electronic pdf copy of Marion County Ordinance 21-09, which includes Resolutions 21-R-186 through 21-R-190. The Ordinance was adopted by the Marion County Board of County Commissioners on Tuesday, April 20, 2021.

Please advise our office of the date on which this Ordinance was filed.

Thank you in advance for your cooperation in this matter.

Debra Lewter
Deputy Clerk II, Commission Records
(352) 671-5620 |
debral@marioncountyclerk.org

Office of Gregory C. Harrell
Marion County Clerk of Court and Comptroller
P.O. Box 1030, Ocala FL, 34478-1030
(352) 671-5607 | www.marioncountyclerk.org

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3123 **Agenda Date:** 5/18/2021 **Agenda No.:** 14.4.6.

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: May 18, 2021

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 2020-21

	Date	Description	Balance
Beginning Balance: October 1, 2020			$ 1,611,775
	10/20/2020	Courtroom Audio/Video Upgrade reappropriation to CARES Funding	332,384
	01/19/2021	Land Purchase	(121,077)
	03/02/2021	HVAC System Fire Station 1 Project Close Out	14,171
	03/02/2021	Security Upgrades Judicial Center 1 Project Close Out	17,005
	04/06/2021	AC Upgrades for Tax Collector and Property Appraiser Project Close Out	21,085
	04/06/2021	Jail Shower Remodel Project Close Out	20,266
	05/04/2021	Fire Employee Wellness Center Project Close Out	727
Balance:	05/04/2021		$ 1,896,336
Proposed	05/18/2021	CARES Act Payroll Reimbursement March - December 2020	429,423
Tentative	05/18/2021		$ 2,325,759

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3104 **Agenda Date:** 5/18/2021 **Agenda No.:** 14.5.1.

SUBJECT:
Board of Adjustments - April 5, 2021

INITIATOR:
Deputy Clerk

DEPARTMENT:
Clerk of Court

DESCRIPTION/BACKGROUND:
Board of Adjustments - April 5, 2021

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
None, information only.

MINUTES

MARION COUNTY BOARD OF ADJUSTMENT
April 5, 2021

A public hearing of the Marion County Board of Adjustment was held on April 5, 2021 at 2:00 pm in the Marion County Growth Services Training Room, 2710 E. Silver Springs Boulevard, Ocala, Florida.

The meeting was called to order at 2:00 pm. Members present creating a quorum were: Chairman David Rubin, Vice Chairman Nathanael Ramos, Members: Earnest Hemschot, Douglas Sherwood, and Jack Stackman. Staff members present were: Assistant County Attorney Russell G. Ward, Deputy Director Joanna L. Coutu, Growth Services Development Review Coordinator Arthur Hall and Staff Assistant IV Darlene A. Pocock.

Chairman David Rubin, gave the Invocation followed by leading the Pledge of Allegiance.

Atty. Russel Ward then explained the procedures for hearing variance requests.

Ms. Joanna Coutu 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.

1. **210401V** – The Brian Van Voorhees and Elsa Vazquez Rev Trust, c/o Elsa n. Avalos Vazquez TR ET AL, 6221 SW 7th Avenue Road, Ocala, FL 34471, requests a reduction of the North (side) setback from 25' to 7.5' and the East (rear) setback from 25' to 0' for an existing shed, in an A-1 (General Agriculture) zoning classification on Parcel Account No. 36051-000-00.

Ms. Joanna Coutu presented the case to the board and stated that the record shows this is a 1.09 acre property located in the "Pyles" recorded subdivision. Ms. Coutu explained that the existing shed is 16' x 24' and there is an open code case (#765077 – non-permitted shed) associated with this request. Ms. Coutu stated that when the property owners recently sold off an adjoining parcel, it created a setback violation. Ms. Coutu concluded that there are 2 accessory structures on a surrounding parcel which were built in 1967 that do not meet the minimum setback of 25', but all other surrounding parcel's accessory structures meet the 25' setbacks.

Ms. Coutu confirmed that 12 property owners were notified within 300 feet, with 1 letter of support received and no letters of opposition received. The applicant was present to answer questions.

Elsa Avalos Vazquez, 6221 SE 7th Avenue Road, Ocala, FL 34471, stated that the existing home had no garage to maintain their storage needs and the existing shed was built by her husband in 2018, while she was away caring for her ill mother. Ms. Vazquez explained that the couple had owned the adjacent lot next door, so at the time, the shed had no boundary concerns of encroachment. Ms. Vazquez stated that she has been trying to bring the shed into compliance for

some time now while also struggling with several personal family medical and relationship issues. Ms. Vazquez explained that a survey was done to include a boundary adjustment/offset of 25' to protect the shed prior to the sale of the adjacent lot, but the closing was done without the boundary adjustment in place. Ms. Vazquez stated that the realtor and the title company were both highly aware that the new survey showed the 25' buffer around the shed. Ms. Vazquez also stated that she had made a good faith attempt to the new owner to correct the land situation surrounding the shed, but she did not receive any response back and is now awaiting for the final building permit to be signed off if the variance approval goes through, so she can then move ahead with the sale of this property.

PUBLIC COMMENT:

There was no one in the audience to speak for, or against, the request and the chair closed the public portion of the hearing.

Douglas Sherwood made a motion to approve 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 the motion to second. The applicant has met the requirements for a variance and granting the variance would not be contrary to public interest.

Motion for Approval - Passed 5 to 0.

2. **210402V** – Riley F. and Karen Carter, 23739 NE 152nd Lane Road, Salt Springs, FL 32134, requests a reduction of the ESOZ (front) setback from 75' to 45' for replacing an existing mobile home, in an R-4 (Mixed Residential) zoning classification on Parcel Account No. 10636-008-00.

Ms. Coutu presented the case to the board and stated that the record shows this .18 acre property is located in an unrecorded subdivision called Crescent Beach which was established in 1967 and this lot fronts on Lake Kerr. Ms. Coutu explained that according to the property appraiser records there has been an existing mobile home on the property since 1960. Ms. Coutu stated that the existing mobile home is approximately 700sf and the newer mobile home is approximately 1456 sf. Ms. Coutu continued that the location of the proposed replacement and size of the mobile home is consistent with the neighboring properties to the north and to the south and based on the submitted ESOZ Site Plan, the existing septic location prevents the proposed mobile home to be placed further to the back side of the property towards the roadway.

Ms. Coutu confirmed that 9 property owners were notified within 300 feet, with no letters of support nor objection received. The applicant's agent was present to answer questions.

Riley Carter, 23739 NE 152nd Lane Road, Salt Springs, FL 32134 stated that he purchased the property in February 2020 with the plan to remove the 1960's mobile home and replace with a newer more efficient home. Me. Carter explained that between the septic, drain-field and well placements, there is no other placement than to follow the original footprint existing on the property and even a new single-wide would not meet the current setbacks. Mr. Carter continued to explain that the screened room on the existing home is about 12' - 15' closer to the water than the new home placement would be. Mr. Carter concluded that the new home will be placed with a like consistency to his neighbors' homes, with one being closer to the water than his and the other matching his.

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.

Nathanael Ramos made a motion to approve 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.

Douglas Sherwood made the motion to second. The applicant has met the requirements for a variance and granting the variance would not be contrary to public interest.

Motion for Approval - Passed 4 to 1 with Jack Stackman dissenting.

MINUTES:

The **March 1st, 2021** Board of Adjustment Minutes were agreed for Approval upon a motion by Jack Stackman, with a second by Ernest Hemschot.

Motion for Approval passed 5 to 0.

ADJOURNED: The meeting adjourned at 2:53 PM.

David Rubin, Chairman

Attest:

Darlene A. Pocock
Staff Assistant IV

VARIANCE ACTION FORM

ITEM NO: 210401V **DATE OF PUBLIC HEARING: April 5, 2021**

OWNER NAME(s): **The Brian Van Voorhees and Elsa Vazquez Rev. Trust**
c/o: Elsa N. Avalos Vazquez TR ET AL
6221 SW 7th Avenue Road
Ocala, FL 34471

AGENT NAME(s): **N/A**

LEGAL DESCRIPTION OF PROPERTY: Parcel Account No. **36051-000-00**, *SEC 06 TWP 16 RGE 22*, "Pyles", in Marion County, Florida.

VARIANCE REQUESTED: Requests a reduction of the side (North) setback from 25' to 7.5' and the rear (East) setback from 25' to 0' for an existing shed, in an A-1 (General Agriculture) zoning classification.

****

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.

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. X **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. _____

_____ 4-5-2021
CHAIRMAN DATE

VARIANCE ACTION FORM

ITEM NO: 210402V **DATE OF PUBLIC HEARING: April 5, 2021**

OWNER NAME(s): **Riley F. and Karen Carter**
23739 NE 152nd Lane Road
Salt Springs, FL 32134

AGENT NAME(s): **N/A**

LEGAL DESCRIPTION OF PROPERTY: Parcel Account No. **10636-008-00**, *SEC 11-TWP 13-RGE 25*, "Crescent Beach", in Marion County, Florida.

VARIANCE REQUESTED: Requests a reduction of the ESOZ (front) setback from 75' to 45' for replacing an existing mobile home, in an R-4 (Mixed Use Residential) zoning classification.

****

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.

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

4-5-2021
DATE

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3105 **Agenda Date:** 5/18/2021 **Agenda No.:** 14.5.2.

SUBJECT:
Marion County Historical Commission - March 8, 2021

INITIATOR:
Deputy Clerk

DEPARTMENT:
Clerk of Court

DESCRIPTION/BACKGROUND:
Marion County Historical Commission - March 8, 2021

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
None, information only.

MARION COUNTY HISTORICAL COMMISSION

Minutes
March 08, 2021

The meeting of the Marion County Historical Commission was called to order by President Darrell Riley at 6:05 p.m. on March 08, 2021 at the Marion County Growth Services Conference Room, 2710 E. Silver Springs Boulevard, Ocala, FL.

Pledge of Allegiance - Led by President Riley.

Roll Call –Commission Members present included Dr. Richard Cardinali, Judy Delk, Darrell Riley, Tom Schmitz, and Elizabeth Coleman. Cynthia Graham and Rolando Sosa were absent. A quorum was established.

Also attending was Mr. Russell Ward, Assistant County Attorney.

Guests: None.

Public Comment: None.

Minutes: The February 08, 2021 meeting minutes were reviewed. Motion by Tom Schmitz and seconded by Dr. Cardinali to approve minutes as presented. All were in favor.

Financial Report: There have been no changes in the financial reports for the month. No approval was required.

Agenda Items for Discussion:
Mr. Ward has researched the videotaping of the oral historians, as per County protocols. Since the proposed videos are anticipated to cost $250-400 each, and hope to do ten such videos per fiscal year, this needs to be checked through procurement for the bidding process, and he will report back to President Riley.

Proposed budget is expected to mirror the existing budget for next year, if possible.

Mrs. Delk reports the updates on the development of the Winding Oaks property, which includes the champion thoroughbred horse cemetery. Mr. Schmitz wishes to see who are the principals involved in this endeavor, and Mrs. Delk will send that information through Mrs. Jennifer Clark for dispersal to the commission.

Dr. Cardinali presented the list of items donated this month to the Marion County Museum of History and Archaeology for consideration by the Marion County Historical Commission (see attached list copy). Mr. Schmitz moved and Mrs. Delk seconded the motion to accept all of the items, and loan them back to the Marion County Museum of

History and Archaeology for display/proper documentation and storage. Motion was approved.

President Riley will contact the library director to determine feasibility for the Marion County Historical Commission to meet on a rotating basis at the branch library sites about the county.

Pres. Darrell Riley reminds the next meeting is Monday, April 12, 2021 at 6:00 p.m.

There being no further business to conduct, Mrs. Delk moved to adjourn, Mr. Schmitz seconded and all were in favor. Meeting adjourned at 6:30 p.m.

Respectfully submitted,

Mrs. Judy Delk, Secretary

Signed,

Darrell Riley, President

Attachment: List of donated/loaned items for consideration

Items for consideration for the Marion County Historical Commission at its March 8, 2021 meeting

1. Mangan Collection
    a. Bound book of 1930 Sanborn insurance maps of Ocala, with pasted-in inserts updating the maps to 1965, donated
2. Carrasco Collection
    a. Six pieces from a moonshine still, reportedly originally owned by a Mrs. Porter of Scrambletown, donated
3. Gordon Collection
    a. Two photographs of residence of Archie Gordon, Palm St (SE 10th St.), Ocala, image size 9 ½ in. by 7 ¾ in, sepia toned, mounted on cardboard, loaned.
    b. New paperwork for loan of 652 Native American artifacts originally belonging to Archie Gordon, signed by the widow of Greg Gordon; Greg Gordon was the signer of the previous paperwork
4. Dupree Collection
    a. One hardbound *Women's Short and Long Basketball Score Book,* 1949-1950 season, once belonging to Coach Bea Atkinson of Weirsdale High School; she also taught at Central Florida Junior College and Central Florida Community College in Ocala
    b. One hardbound *The New Short and Long Basketball Score Book,* used in 1951, 1952 and 1953, once belonging to Coach Bea Atkinson of Weirsdale High School; ; even though it is designated for a boys' team it was used for a girls' team.
5. Family of Judge Lewis Myers Collection
    a. Five post cards of historic Marion County buildings

Approved 3/9/2021

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3106 **Agenda Date:** 5/18/2021 **Agenda No.:** 14.5.3.

SUBJECT:
Marion County Hospital District Board of Trustees (MCHD) - March 29, 2021

INITIATOR:
Deputy Clerk

DEPARTMENT:
Clerk of Court

DESCRIPTION/BACKGROUND:
Marion County Hospital District Board of Trustees (MCHD) - March 29, 2021

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
None, information only.

Munroe Regional Health System
Marion County Hospital District

Board of Trustees Meeting Minutes
March 29, 2021
Rich Bianculli, Chairman

Call to Order
Rich Bianculli called the March 29, 2021 Meeting of the Munroe Regional Health System and Marion County Hospital District Board to order at 5:04 P.M.

Board Members Present in Office
Rich Bianculli, David Cope, Sam McConnell, Teresa Stephens, Randy Klein, Ken Marino (5:06 PM),

Board Members Absent
None

Others Present (by web/phone)
Elizabeth Alt, Ram Vasudevan, Deb Velez

Others Present in Office
Curt Bromund, Joe Hanratty, Heather Wyman, Jessica Cole, Dolly Dockham, Ben Marciano, Jamie Ulmer, Matt White, Carlos Medina

Public Comment (3 Minutes)
None

APPROVAL OF PREVIOUS MINUTES

February 22, 2021 - A Motion was made by Sam McConnell to approve the previous minutes of February 22, 2021 as presented. The Motion was seconded by Ken Marino. With no further discussion and no objections, the Motion passed unanimously.

March 23, 2021 - A Motion was made by David Cope to approve the previous minutes of March 23, 2021 as presented. The Motion was seconded by Teresa Stephens. With no further discussion and no objections, the Motion passed unanimously.

COMMITTEE REPORTS

STRATEGIC INITIATIVES COMMITTEE REPORT - DAVID COPE

David Cope called the Strategic Initiatives Committee Report to order and asked Curt to proceed with the report.

NEW BUSINESS

Grantee Update
HOF – LIP Funding – Jamie Ulmer

- 35% (12,212) Uninsured patient visits from our East, Reddick, Belleview, and Maternity Locations were funded by the Marion County DOH and Low-Income Pool (LIP)

- 65% (16,664) Uninsured patient visits from our Central, Dunnellon, West, Southwest, Adult Dental, and Behavioral Health Locations were funded by Federal Dollars, and other grants

  - Marion County Health Department (last year) $208,467
  - Matching Funds from the Low-Income Pool (LIP) $265,699
  - 340B Pharmacy Net Revenue $1,023,000

PLANNED SERVICE EXPANSIONS & QUALTIY INITIATIVES (2020-2021)

- Increase in access and lowered expenses with consolidation into the new building (June 1,2020)
- Expanded Family Medicine Residency Program (increase 5,000 new patients and 12,000 visits)
- Expanded Primary Care Services Including Dental into the Belleview Community
- Marion County Sheriff's Office Inmate Healthcare Contract
- County Employee Clinic
- COVID Testing and Vaccinations
- Continued Collaboration with DOH, MCHD, Ocala Regional, & Advent Hospital, Ocala

FY 2020 - 2021 REQUEST -265,699 from the MCHD -Awarded March 26, 2021

Jamie also reported that they are now seeing 3 to 5 uninsured patients a week for dental services and that a pediatric dental specialist has also been hired to provide low-income children in Marion with specialty dental care. He is also working on a women's health program for low-income and uninsured patients in Marion County.

Beacon Point Update

Lui Delgado gave a brief update on Beacon Point Services at the March Committee meeting. Curt and Debra worked on a document giving information regarding services at Beacon Point. The document will be sent to the trustees by the end of the week.

AMP UPDATE

Ben Marciano – Zone Health & Fitness – MCHD, the Zone, and Advent partnered on a program called Revitalize which focuses on diabetes and obesity. Ben Marciano gave an update on the first Revitalize program.

Revitalize with Zone Health & Fitness- successful completion of weight-loss challenge.

- In this 12-week program individuals receive biometric screenings conducted by Advent, weekly nutrition and fitness education classes, and access to the Zone Fitness. 28 individuals successfully completed the first session that ran from Aug.-Nov. 2020. Biometric screenings revealed the following results: 60% of participants lost weight; 56% of participants had a reduction in blood pressure; 44% had a decrease in body fat; 32% had a decrease in total cholesterol; 15% had a reduction in A1C. The next session starts on April 8th.

Jessica Cole provided the following update on AMP:
Workplace

- 40 total sites/ 45 schools
- 12 new sites added this fiscal year (since October 2020)
- Conducted educational trainings at 8 sites with 190 participants.

Phone Application
Step Challenges: The app is an integral part of engaging and motivating residents through step challenges to become more physically active.

- Two Step challenges were completed this quarter with Career Source & Winco.
- We are currently conducting challenges with Marion County school bus drivers.

- Three new worksites are starting challenges in April.

Implementing Global Leader & AMPlifier Recognition Campaigns – 65 teams right now

Community Health Education

- Eat Healthy, Be Active- New Collaboration with Advent Health. In this six-week program participants receive weekly nutrition and fitness education and fresh produce from a local farmer. Surveys from the first session demonstrated the following results: 80% increase in reading nutrition labels; 60 % increase in fruit/vegetable consumption; 80% increase in physical activity. We are currently conducting classes with Marion County bus drivers.

DEEP (Diabetes Empowerment Education Program) an outcome of our Diabetes Consortium:

- We have partnered with Elder Options to provide facilitator training to partnering agencies with the goal of increasing access to community-based diabetes education throughout Marion County.

FANS UPDATE

Fitness/PE

Heather Wyman provided the following update on FANS:

- 19 elementary and 8 middle schools are currently engaging students in Moderate to Vigorous Physical Activity levels and incorporating nutrition/wellness curriculum into lesson plans.
- 109 observations/modeling visits have been completed to date.

Elementary schools participated in a jog club challenge – Harbour View Elementary School students 1st- 5th grades jogged a collective 22,514 miles!

Horticulture

- 1756 Heads of lettuce provided to the school cafeterias from the high school greenhouses. Other produce such as broccoli, tomatoes etc. being passed out to families via FANS club.
- Produce from the middle schools currently being given to staff, students and families via FANS Clubs. Surveys are being sent out in April to get feedback.
- Elementary school gardens are planted. Harvest Education is after spring break.

Health Education/FANS Clubs

- 9718 students at 17 schools educated on vaping, health and wellness. Up to 10,000 now. Rich wants to see a plan for next year on cessation, goal is to reach more students.
- Second Semester FANS campaign is on heart and Lung Health – over 12.000 students participated in the Heart Healthy events held on campuses.

Community Engagement

- Greater New Hope, Belleview, West Ocala and TLC have had replants and harvest education. There are 115 raised beds between the 4 sites.

Eat Healthy Be Active workshops with AMP will start at the 3 community gardens.

OLD BUSINESS

None

A Motion was made by Sam McConnell to accept the Strategic Initiatives Report as presented by general consent, the Motion was seconded by Ken Marino. With no further discussion and no objections, the Motion passed unanimously.

David Cope closed the Strategic Initiatives Committee Report and Rich Bianculli opened the Finance Committee Report.

FINANCE COMMITTEE REPORT

NEW BUSINESS

MCHD February 2021 Financials

Matt White presented the financials for February, stating that the financials had no anomalies.

OLD BUSINESS

None

A Motion was made by Sam McConnell to accept the February Financials and the Finance Committee Report as presented. David Cope seconded the Recommendation. With no further discussion and no objections the Recommendation passed unanimously.

There being no further business, Rich Bianculli closed the Finance Committee Report. Rich then requested that Teresa Stephens call to order the Investment Committee Report.

INVESTMENT COMMITTEE REPORT -TERESA STEPHENS

Teresa Stephens called the Investment Committee Report to order.

NEW BUSINESS

Renasant Summary and Investors Report – Caleb Adair
Strategic Benchmark Return: MTD 0.7%, YTD 0.1%

Berman Capital - February return was 1.5%. YTD return is 0.9%, Berman was out of compliance in fixed income for February. This will be corrected with the new IPS allocation targets and ranges.

Simon Quick - February return was 0.7%. YTD return is 0.2%, Simon Quick is still in the process of getting back into compliance with IPS asset allocation ranges in the illiquid alternatives.

Suntrust - February return was 1.29%. YTD return is 0.40%, Suntrust is in compliance with the IPS allocation ranges.

Investment Policy Statement Update

Investment Policy – Seventh Amendment - Amendment is approved with allocation changes and needs to be ratified.

A Motion was made by Rich Bianculli to approve the Seventh Amendment with allocation changes to the Investment Policy as presented, the Motion was seconded by Sam McConnell, with no further discussion and no objections the Motion passed unanimously.

OLD BUSINESS

None

Sam McConnell made a Motion to accept the Investment Committee Meeting Report as presented by general consent. With no further discussion and no objections, the Motion passed unanimously. There being no further business, Teresa Stephens closed the Investment Committee Meeting Report. Rich Bianculli then asked Sam McConnell to call to order the Operations Committee Report.

OPERATIONS COMMITTEE REPORT - SAM MCCONNELL

Sam McConnell called the Operations Committee Report to order.

NEW BUSINESS

LEGAL MATTERS/OTHER
Joe Hanratty

Legal Claims

Joe Hanratty reported that there are no new legal claims to discuss.

AHCA Medicaid Settlement

Joe reported that he has received a draft agreement that was sent to AHCA for review, and he recommends we go forward with the agreement in the total amount of the over payment of $2,450,987.27 with payment to be made 90 days after the order is signed.

Sam McConnell made a Motion to approve the AHCA settlement for $2,450,987.27 with payment to be made 90 days after the order is signed. The Motion was seconded by David Cope but after some discussion it was decided to table this Motion until next committee meeting as more information is needed from Joe Hanratty.

WellFlorida Council Revised MOU
Space at Beacon Point for Nursing Family Partnership Program.

Per last Board Meeting, WellFlorida MOU was updated to include language of MCHD being able give 45 days to terminate agreement as well as update Performance Measures.

A Motion was made by Sam McConnell to approve the WellFlorida MOU. The Motion was seconded by David Cope. With no further discussions and no objections, the Motion was approved unanimously.

Liquidation Settlement Notices

Joe Hanratty provided notices/acceptance that we received for claims prior to CHS acquisition through Physician United and Quality Health Plan. These 2 plans filed for bankruptcy of sort and had uncollectible AR. They're willing to settle based on total allowance and amounts are below.

Physician United Plan - We are currently bidding on allowed claims in this case and are prepared to make you an offer of 21.00 cents on the dollar, which translates to a payment of $389,624.53 for your claim.

Quality Health Plan - We are currently bidding on allowed claims in this case and are prepared to make you an offer of 8.50 cents on the dollar, which translates to a payment of $11,439.92 for your claim.

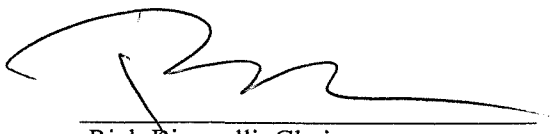
Sam McConnell made a Motion to approve the settlement claim payments for the Physicians United Plan, Inc at $389,624.53 and Quality Health Plan at $11,439.92. The Motion was seconded by Ram Vasudevan. After some discussion it was decided to approve the settlements only if they are written without recourse to the District or to Munroe Regional Health System. A friendly amendment will be acceptable.

Old Business
None

David Cope made a Motion to accept the Operations Committee Report by general consent, the Motion was seconded by Teresa Stephens. With no further discussion and no objections, the Motion passed unanimously.

There being no further business Sam McConnell closed the Operations Committee Report.

There being no further business Rich Bianculli adjourned the meeting at 6:19 PM.



Rich Bianculli, Chairman

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3107 **Agenda Date:** 5/18/2021 **Agenda No.:** 14.5.4.

SUBJECT:
Planning and Zoning Commission - March 29, 2021

INITIATOR:
Deputy Clerk

DEPARTMENT:
Clerk of Court

DESCRIPTION/BACKGROUND:
Planning and Zoning Commission - March 29, 2021

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
None, information only.

PLANNING AND ZONING COMMISSION MEETING

March 29, 2021

MINUTES

The Marion County Planning and Zoning Commission met on March 29, 2021 at 5:30 pm in the Board of County Commissioners Auditorium, 601 SE 25th Avenue, Ocala, Florida.

The following members were present: Chairman Greg Lord, Vice-Chairman Michael Kroitor, Andy Bonner, Jerry Lourenco and alternate Michael Behar.

The following staff members were present: County Attorney, Guy Minter. Director of Growth Services Mary Elizabeth Burgess. Deputy Director of Growth Services Joanna Coutu. Planners- Ken Weyrauch, Chris Rison, Ken Odom, Kim Dinkins and Dan Zhu. Administrative Staff Assistant- Stephanie Soucey and Staff Assistant IV- Darlene Pocock. Tracy Straub, County Engineer. Jody Kirkman, Environmental Services Director. Robin Hough, Code Enforcement Supervisor.

Chairman, Greg Lord called the meeting to order at 5:30 pm., Director, Mary Elizabeth Burgess read the Proof of Publication and the Affidavit of Mailing and Posting of Notice, and advised that the meeting was properly advertised. Michael Behar led the Invocation and the Pledge of Allegiance. Stephanie Soucey called the roll and a quorum was confirmed.

All records pertaining to notice to property owners, all correspondence and other related information pertaining to individual Zoning Change and Special Use Permit requests are located in the Zoning Department files for record purposes.

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Growth Services Director, Mary Elizabeth Burgess explained the item listed on the Consent Agenda. This item received no written opposition within 300 feet and staff recommends approval of the request.

-

	ITEM	OWNER	FROM-TO	ACREAGE
1	2021-02DT	Liberty Crossing	Developers Agreement Termination	n/a
2	2021-03DT	Liberty Village- Toshi II	Developers Agreement Termination	n/a
3	210108SU	Susan Welsh	Special Use Permit Renewal in R-4	1.07
4	210404Z	Fountain Head Ocala LLC	B-4 to R-3	4.9
5	210405Z	Markovich Properties, Inc.	A-1 and R-2 to B-2	1.33
6	210406Z	Bruce E. Oehlerking Trust and Michael Oehlerking	B-4 to G-U	10
7	210407SU	Bruce E. Oehlerking Trust and Michael Oehlerking	Special Use Permit in G-U	10
8	210408SU	Richard and Martine Waters	Special Use Permit Renewal in A-1	80.0
9	210410SU	Ocklawaha Bridge Baptist Church	Special Use Permit Modification in A-1, B-2 and B-4	12.45
10	210411SU	Costello Family Holdings LLC	Special Use Permit in A-1	33.11

11	210412SU	BlueIsland Properties, LLC	Special Use Permit in B-5	1.15
12	210414Z	JoCalBro, Inc. Profit Sharing Plan Trust	R-1 to R-4	0.27

-

Motion was made by Michael Kroitor and seconded by Michael Behar to agree with staff's findings and recommendation, and recommend approval of the following Consent Agenda items (2021-02DT, 2021-03DT, 210108SU, 210404Z, 210405Z, 210406Z, 210407SU, 210408SU, 210410SU, 210411SU, 210412SU and 210414Z) based on the following findings of fact:

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

The Motion passed 5-0

210401Z – HTM Developers, LLC. R-1 to PUD, 33.99 acres. PULLED FROM CONSENT

210415Z- Golden Ocala Equestrian Land, LLC, Modification of an existing PUD, 15 acres. WITHDRAWN BY APPLICANT

13. 2021-01DT- <u>Freedom Crossing, Developer's Agreement Termination</u>

WRITTEN OPPOSITION WITHIN 300 FEET 23 of 89= 26%

- Chris Rison, Growth Services, presented this request:
- This item is a request related to a site which obtained a comprehensive plan amendment back in 2007. At that time the developers' agreement was required as part of the comprehensive plan amendment. At that point Marion County was in the process of updating a number of our development regulations but they had not yet been updated.
- The applicant is requesting to terminate the developers' agreement requirement that is there now. It has been established and recorded in the public records. The majority of provisions that are in that agreement are now addressed in our land development regulations through the zoning of the site and the traffic study requirements are part of our development code now.
- Staff is recommending approval of termination of the developers' agreement.
- A Dollar General was constructed just west of the application site.
- The majority of the site is vacant and used as pasture, and a portion on the NW corner was conveyed to Marion County for use as a retention area.
- The primary requirements related to the developers' agreement addressed things like providing central water and central sewer which will be done. They have a conceptual site plan which did provide for an arrangement for their land uses. They are looking to allow for adjustment of that. However, the land uses that were addressed by that developers' agreement are permissible in the B-2 zoning. The whole site is currently zoned B-2. They are looking for more flexibility on how to align things. Especially given that 95th street is long term now a four lane highway. They are thinking of shifting some of those uses around. They would have to comply with our development requirements for buffering and screening.
- To terminate an agreement requires two public hearings. One before the local planning agency and one before the Board of County Commissioners.

Todd Rudnianyn, 2441 NE 3rd Street, Bldg. 201 Ocala FL 34470, the applicant:

- Staff nailed it on the head. A few things about this parcel, if you participated in the 2000 in the State Road 200 corridor study. The idea was to create commercial nodes central from State Road 200 within the triangle that is made from 200, I-75 and 484 so that people could access services without having to go the State Road 200 corridor itself. So commercial land uses and zonings were approved at 68th

avenue and 95th street, 49th avenue and 95th street. This one was approved like Chris said with a developers' agreement that required things like water and sewer (which now exist) and a traffic study (which will have to occur). It had an archaic kind of bubble conceptual plan. We do land use entitlement and zoning but also develop self-storage facilities and recently have been able to successfully (in our opinion) utilize self-storage as a buffer (because it is such a non-intense use of a commercial parcel) between residential and more intense commercial uses. So if you look at the current conceptual it puts self-storage kind of in the center of that parcel and our intent would be to utilize it in the southwest area as a buffer between residential lots and some of those other commercial uses that are allocated under the B-2 zoning.

- He would be happy to meet with anyone that has questions. If he had known that people had concerns he would have met with them before. Any development in Marion County will be required to meet the requirements of the Land Development Code and/or go before the Development Review Committee. They adequately add buffers and setbacks and things that I would be concerned about if I had a residence in that area.

PUBLIC COMMENT:

- Deidre Rosemond, 5565 SW 96th Place, Ocala FL 34476:
- Lives in Meadow Glen
- They told her that it was a retention area and that nothing would be built there. She just found out that it was zoned commercial.
- She is concerned about what will be built there. She does not want a storage areas. If it is a 24/7 storage site there will be people coming in and out all hours of the night. They are going to hear the traffic and noise. Security lights will shine into their homes.
- What else could go back there? She would prefer homes or medical buildings that are open Monday-Friday 9-5- no weekends.
- Traffic is really bad on 49th and on 62 and 95. It is a nightmare in the morning, trying to get to and from work, kids going to school.
- She would prefer to not have a lot of buildings and to keep traffic down.

Christopher Dykstra, 5731 SW 98th Place, Ocala FL 34476:

- Lives in Meadow Glen
- The development should of happened a long time ago
- 95th avenue to the east has no traffic- it is all 62nd avenue from 200 into the neighborhoods because this feeds into Marion Oaks and everywhere else. They come down 95th and they hook down 49th which is a two lane road and it is wall to wall cars during rush hour and everything else.
- What he is proposing is just going to add to the problem.
- The applicant owns the neighborhood storage 2.4 miles away from this exact location.
- Put a church, put a school put something we need there. Not businesses.
- They have a low crime rate and all you are going to do is add more traffic and more problems.
- Elizabeth Allen, 9782 SW 57th Avenue, Ocala FL 34476:
- Lives in Meadow Glen
- Major concern is that the storage units will be in her back yard. She has young grandkids living with her. She feels they will not be safe to play in the back yard.
- With 24 hour access there will not be safe to walk their animals at night.
- There is a small street at the end of 57th avenue. There is a circle and then a small street. Will they be using that as a back access? This will lead directly into their gated community. They paid extra to live in a gated community. They are private streets. They are not owned or maintained by the county.

-

Harry Mills, 5785 SW 98th Place, Ocala FL 34476:

- He bought his house in 2013. He was completely unaware that the subject property was zoned commercial.
- He agrees with everything that has already been said.
- It is not about the view. It is not about the cows. It is about what is going to go there and what it is going to bring to the community.
- His back yard abuts the subject property. If he did not have a fence that is all that he would see.
- He has small kids that play in the back yard. He has dogs.
- The last thing he wants is traffic at 2am in the morning.
- A church, small school or daycare would be better.
- Nelson Carbonell, 5839 SW 98th Place, Ocala FL 34476:
- His property will be right behind the storage unit.
- He agrees with everything that has been said.
- Concerned about traffic and safety and what it is going to do to the neighborhood.

Debbie Westerkon, 9565 SW 53rd Circle, Ocala FL 34476:

- She lives in Hardwood Trails which is a 55+ development
- Her property backs right up to the subject property
- How long before they develop?
- She agrees with everyone else
-

REBUTTAL:

Todd Rudnianyn, 2441 NE 3rd Street, Bldg. 201 Ocala FL 34470, the applicant:

- He really wish realtors would let people know what is going on. He understands that just as a person in the world you are not thinking let me look up the land use and zoning of a parcel that has cows on it adjacent to my home.
- LIGHTS in the self-storage: the way that these facilities are built and the conceptual for this one is that they would have a stockade wall adjacent to the homes. You will not be able to see any storage units. You would see a wall with landscaping outside of that wall. The wall would be the back of a 40 to 45 foot building. The closest person to your home would be 65 feet away. Any time they develop something next to a residential community that is how they approach it. On the northeast portion of the property those buildings get a little narrower, but for the majority of it, it is 45 feet deep. They try to keep all lights interior to the project. If there are lights on the exterior they are down lights.
- TRAFFIC: Self-storage is one of the lowest traffic generators.
- Someone said the development should have happened a long time ago. He promises you that the land owners wish it would have happened a long time ago. This developers' agreement was done in 2001.First plat in Meadow Glen was done in 2006. This land use has been there since Meadow Glen was developed. He does not know when Hardwood Trails was developed but it probably was around the same time.
- There is growth in the area. There are a lot of residential developments going on in the area. Development will occur. He agrees that the point that what is most adequate for the area in view of the residents is very important.
- There will be more traffic on 60th avenue. 49th avenue will continue to develop from Cross Roads Commerce Park all the way up to Heathbrook and eventually 326 and should alleviate traffic on 60th avenue for the residents Meadow Glen and Hardwood Trails.
- Elizabeth- storage units in the back yard. There will be no storage doors facing your back yard. If you are adjacent to the storage facility it will be a wall.
- 24 hour access. He cannot guarantee that neighborhood storage will run this facility forever, but their access is 6am to 10pm 365 day a year unless someone has a particular need. There are about 5% of their

customers who have a reason that they need 24 hour access. Mostly commercial small businesses in the area.

- Access from Meadow Glen to the storage facility. There will be no direct access from Meadow Glen to the storage facility. The idea is for Meadow Glen to have access to the commercial area so that they do not have to go out onto 60th avenue to get some of the amenities that these commercial elements will offer them in the future.
- Harry- He is sorry that you were not aware that this was land use and zoned commercial at the time. He wish there was some kind of mechanism for people to be alerted to that. Your back yard will have a buffer and then a wall if you are adjacent to the storage facility.
- Nelson- Commercial activities will eventually develop on these parcels regardless of whether or not this developers' agreement is terminated. It is going to attract people but it is going to alleviate overall traffic within the community because it will keep everyone in this neighborhood utilizing local amenities.
- Debbie- He does not know how long it will be before the entirety of the commercial area will be developed but he can tell you that intent of the self-storage facility is to occur within the next 12 to 24 months.
- PUBLIC COMMENT CLOSED

Planning and Zoning Commission Recommendation

Motion was made by Jerry Lourenco seconded by Michael Behar to agree with staff's findings and recommendation, and recommend approval of the requested Development Agreement Termination based on the following findings of fact:

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

The Motion passed 5 to 0

14. 210401Z– HTM Developers, LLC, Matthew Fabian, 4349 SE 20th Street, Ocala FL 34471, request a zoning change, articles 2 and 4 of the Marion County Land Development Code, from R-1 (Single Family Dwelling) to PUD (Planned Unit Development) for the intended use of a residential subdivision, (Deer Path North- Phase 2, on approximately 33.99 acres on parcel account no. 31865-000-00.

WRITTEN OPPOSITION WITHIN 300 FEET 0 of 81= 0%

- Joanna Coutu, Growth Services, presented this request:
- This is an application to change from R-1 to PUD for approximately 34 acres.
- The applicant would like to add a few lots to the request.
- The request was for 127 single family lots – on two different size lots
- This is called Deer Path North – Phase 2
- The entrance will be on SE 66th Terrace through the Deer Path Subdivision
- The existing Deer Path South has 50 and 85 foot lots. They are proposing 50 foot lots (some 115 feet deep and some at 125 feet deep)
- They are proposing 35 foot wide roadways. Engineering has commented with a concern about that.
- They are also not meeting their open space requirement. They are required to have 20% and are proposing 18.9 %. This is vacant land and they should be able to meet the 20%.

David Tillman, Tillman & Associates Engineering, 1720 SE 16th Avenue, Bldg. 100, Ocala FL 34471, represented the applicant:

- He pulled this from consent today because they wanted to have a maximum approval for up to 135 units rather than the 127 that is shown on the concept plan. They are seeing that they are going to be able to eliminate one of the smaller DRAs that are on this site to allow them to add additional units and also potentially be able to meet the full 20% open space requirement.
- They do not want to comply with condition #7 of the 50 foot road right of way. They have done a multitude of these projects with a 30 foot road right of way and we have not had any trouble.

PUBLIC COMMENT:

- Charlie Meuse, 6730 SE 1st Street, Ocala FL 34472:
- His main concern was what was going to be put back there. He did not know until he got the notice in the mail and people have been in the back of his house doing a lot of noisy work. After 7 years of living there they are going to be losing their forest view. At the time they bought the house they were told that nothing would be developed back there. His main concern is what his view will be. Will it lower the property values? Where are the entrances and exits going to be?

REBUTTAL:

David Tillman, Tillman & Associates Engineering, 1720 SE 16th Avenue, Bldg. 100, Ocala FL 34471, represented the applicant:

- If he lives on the cul-de-sac he will be adjacent to a DRA.
- The primary entrée way in and out is going to be to the south through Deer Path North. The only access through their subdivision is a stabilized emergency access that would only be opened up if for some reason the primary access was blocked.
- PUBLIC COMMENT CLOSED

Tracy Straub, County Engineer:

- Mr. Tillman is correct. On these private neighborhoods there have been several that have been previously done as 30 feet instead of 50 feet. He has had to tweak a few things to make some of the utilities fit. The county code is 50 feet with 5 feet easements but he has been doing the 30 feet with 10 feet easements. That is a traditional old fashioned right of way.

Planning and Zoning Commission Recommendation

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

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

The Motion passed 5 to 0 (maximum of 135 units and a 30 foot right of way with 10 foot easements)

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15. 210402Z– George Debenedicty and Adrian Bell III, 5685 W. Highway 40, Ocala FL 34482, request a zoning change, articles 2 and 4 of the Marion County Land Development Code, from A-1 (General Agriculture) to PUD (Planned Unit Development) for residential use on approximately 59.11 acres, on parcel account no. 21615-000-00.

WRITTEN OPPOSITION WITHIN 300 FEET 9 of 22= 41%

- Kim Dinkins, Growth Services, presented this request:
- This area is almost completely raw land. No developments to the north, south or west at this time.
- It is surrounded by and includes a medium density residential area. It benefitted from the 2013 administrative future land use amendment. This used to be rural lands and it was intensified to the medium density residential.
- Two different concept plans were submitted. One concept plan shows 201 units and the second concept plan shows 207 units. So we are looking at a maximum of 207 units being requested with 4 different lot sizes. Lot sizes range from 55 feet wide to 30 feet wide and a depth of 110 to 120.
- Staff would like to see more enhanced amenities for some of the newer developments that are coming in. We have a lot of developments that use our standard formula for R-1 zoning. Those a lot of times end up to be antiquated subdivisions that don't necessarily have the necessary utilities or amenities that folks want. The PUD is a great concept for the area.
- PUD is an appropriate zoning designation for this area. However, the proposed plan does not meet minimum comprehensive plan or land development code standards.
- TRAFFIC- one access point shown
    - Transportation Element Policy 2.2.3 and Objective 2.3. - County shall discourage single access residential development, "requiring connection to existing and future development where opportunities for connectivity exist."
    - LDC Sec. 6.11.4. Residential development with more than 50 developable lots shall have at a minimum, 2 access points.
- OPEN SPACE- 11.7 acres required – 7.1 acres provided = 4.6 acres needed (40% deficiency).
    - LDC Sec. 4.2.31 minimum of 20% open space shall be provided based on the gross land area.
- Staff recommends DENIAL – Applicant to provide a concept plan that meets minimum standards of the Comprehensive plan and LDC.
- Applicant provided a revised concept plan on 3/29/21. Staff would consider a recommendation for a continuance of one month to review the new plans.
- This development is setting the president for the whole entire area. There are no other developments in the area.

David Tillman, Tillman & Associates Engineering, 1720 SE 16th Avenue, Bldg. 100, Ocala FL 34471, represented the applicant:

- They have discussed with the County Engineer a secondary access point which would require an easement from the county for them to make through the very north portion of the project. To access NW 60th. They asked that they be approved today with the condition that they would have to add a secondary access.
- He did not know that he was up for denial until this morning. They had put together a secondary drawing that shows all of the open space and how it is being met. They turned it in this afternoon and he understands that she would not have had time to look it over.
- In the new plan they are providing 12.29 acres of open space. This includes the buffers and 25% of the DRA area. So they do meet the open space criteria.
- They have no issue with providing the buffer along state route 60. They provided the space for it but we did not call it out specifically. They had intended to have a buffer there adjacent to NW 60th.
- They are providing both regular open space and a club house space for active open space as well.

- He feels like he has met all of the conditions that are required for this PUD. He has no issues with the alternative approval development conditions.

PUBLIC COMMENT:

- Hale Stancil, 2750 NW 72nd Avenue, Ocala FL 34482:
- Lived on this property all his life (75 years)
- His mother came her in 1919 and grew up on that property. Her and her family owned a lot of it.
- They have a farm that has been operating since 1919.
- This request is right in the middle of it and would completely change the character of the neighborhood and all the property there.
- They own property south, north and west of this.
- He knows for a fact that there was a cemetery there right south of the retention pond. He can remember people being buried there in 1950s. The people that bought the property destroyed the grave markers.

REBUTTAL:

David Tillman, Tillman & Associates Engineering, 1720 SE 16th Avenue, Bldg. 100, Ocala FL 34471, represented the applicant:

- If you look at the boundaries around this project you will see a Type E buffer adjacent to agricultural. We have provide more buffer than is required all around the property to try to create some separation in between agriculture use and this residential use.
- They do have a user that intends to move forward with this development of the project upon approval.

- PUBLIC COMMENT CLOSED

Planning and Zoning Commission Recommendation

Motion was made by Michael Kroitor seconded by Michael Behar to agree with staff's findings and recommendation, and recommend denial of the requested 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

The Motion passed 3 to 2 with Jerry Lourenco and Greg Lord dissenting

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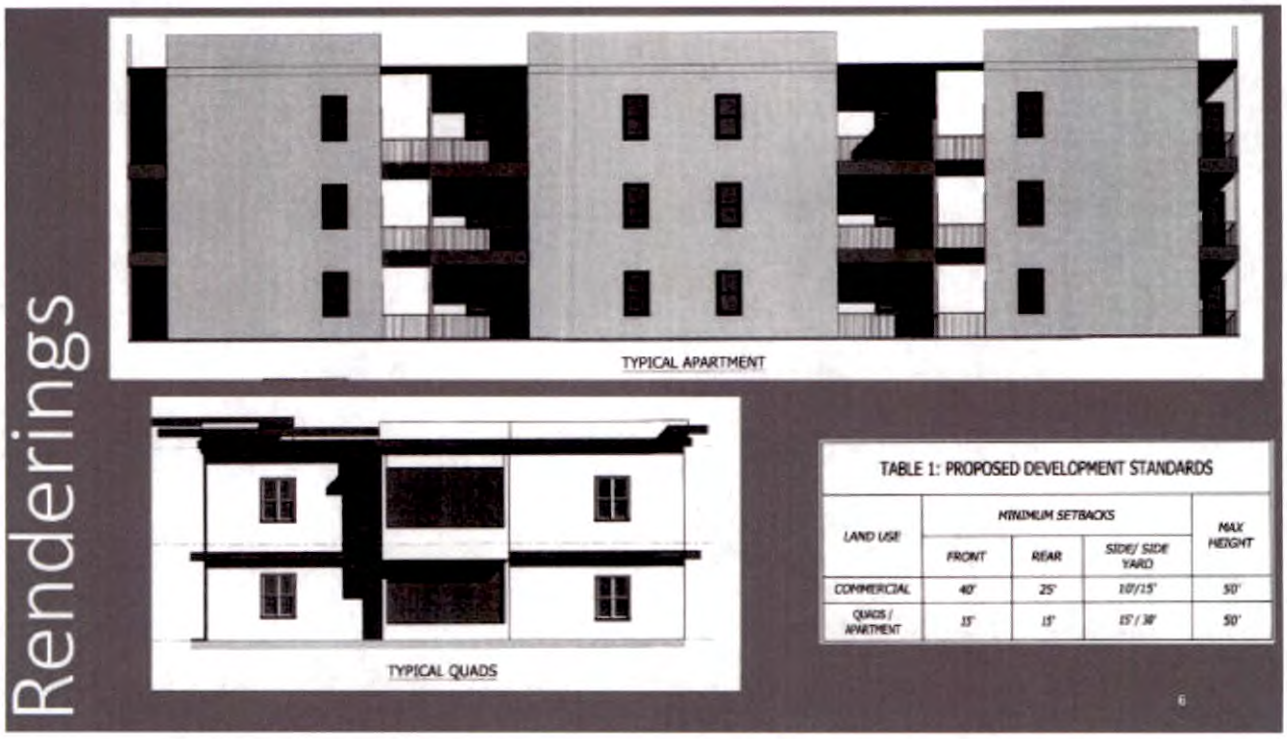
16. 210403Z– Nick Pucek, 7097 SE 12th Circle, Ocala FL 34480, requests a reactivation and modification of Zoning change #090405Z, articles 2 and 4 of the Marion County Land Development Code, from an expired PUD (Planned Unit Development) to PUD (Planned Unit Development) on approximately 75.99 acres, on parcel account nos. 45446-000-00, 45446-002-00 and 45446-002-01.

WRITTEN OPPOSITION WITHIN 300 FEET 1 of 32= 3%

- Ken Weyrauch, Growth Services, presented this request:
- Request from Planned Unit Development (Commercial, Industrial and Office) to Planned Unit Development (680 multifamily units and 25+ acres of commercial)
- The subject property is 81.55 acres and is located at the intersection of Hwy. 441 and SE 132nd street road.
- The land use is employment center which allows for 0 to 16 dwelling units per acre. The zoning is expired PUD.



- Staff concerns:
  - Traffic Study: The existing traffic study is outdated (2005) and the proposed use is different than the original PUD. Did not include SE 135th Street.
  - Parallel access is not shown on concept plan.
  - Sidewalks/Internal Circulation (required internally and along the ROW)
  - Recreational Space
    - No active recreational space proposed
    - No parks within 2 mile of site. Residents would have to cross or travel HWY 441 or HWY 301 to reach a recreational area.
  - Buffers
    - PUD proposes fences where walls are required by the LDC.
    - Southern lot is required to have a 50' buffer strip with the existing tree lines filled with supplemental trees along the boundaries to the east and south of the subject property. PUD proposes an A-Type Buffer (30' wide, 3 shade trees, 5 ornamental trees per 100')

David Tillman, Tillman & Associates Engineering, 1720 SE 16th Avenue, Bldg. 100, Ocala FL 34471, represented the applicant:

- The major changes from the expired PUD to this one is the conversion from a large portion of that area that was industrial and office space is now residential. The developer is looking to do what is now a primarily residential project. A multi-family type project with the commercial out on 441.
- It is somewhat of a down scale in zoning and the intensity of the project is the way they look at it.
- They do plan on having internal recreational facilities and amenities for the people that live in the complex.

PUBLIC COMMENT:

Pastor Danny McCullough, 6942 SE 135th Street, Summerfield FL 34491:

- Lived there since 1985
- Everyone on this road has 3 to 5 acres
- They bought there for privacy and having cows and horses and goats
- This project effects everyone on 135th Street
- When this property was bought it was agricultural land
- All the land around there is country
- It is a two lane road
- Station 30 is at the end of the road
- Concerned about the traffic
- Infrastructure is not there
- This is not a city; We do not want that on this road

Dan Gentry, 7101 SE 135th Street, Summerfield FL 34491:

- Been there since 1986
- Same concerns – traffic
- access- an additional 400 people with one access
- the other side of the bypass is fine

Yvonne Jenners, 7299 SE 135th Street, Summerfield FL 34491:

- Agrees with what everyone has said
- The reason the original PUD was not developed is that this road will not hold those kind of trucks or traffic. It is a twisty, windy road that is 35 mph. The road is skinny. You cannot access it from the other end 132nd street road.

Amanda Martin, 6919 SE 135th Street, Summerfield FL 34491:

- She was born here. She is a third generation Floridian
- There is a wetland that is not being represented on 135th.
- Concerned about traffic
- Has no problem with the other side
- There are railroad tracks
- The fire department has a Helipad on it

Jeff Jenners, 7299 SE 135th Street, Summerfield FL 34491:

- His property borders the subject property
- There is not even a shoulder on this road – it is a small scenic road – 35mph
- Every residence on this street is a single family home
- There are no complexes here
- The added traffic on the road will be an issue
- What will they be doing for sewer and water?
- Concerned about the aquafer

Subhas Dhanpat, 7055 SE 135th Street, Summerfield FL 34491:

- Concerned about wetland
- Concerned about traffic safety
- Agrees with what everyone else says

- Betty Swearingen, 7230 SE 135th Street, Summerfield FL 34491:
- she agrees with everyone
- her and her husband's family go back to the 1500s on that property
- Her children have all moved onto the farm with her
- She owns the wetlands they are talking about

- When she first moved there it was a lake
- She cannot develop it or use it because it is a wetland
- This will be an abomination to their way of life
- She is a real estate appraiser and she knows that she could never sell these farms for what they are worth after the apartments are built

Donna Hickman, 7396 SE 135th Street, Summerfield FL 34491:
- She is also representing her mother Ann Kotek who lives at 7390 SE 135th Street
- Her property is directly across from the subject property
- They have a small farm with chickens, goats, horses and cows
- Has no problem with them developing the other side
- This request is a total contradiction to what this area actually is
- Sewer, Water, Police, Fire Department?
- Influx of people is going to increase noise pollution, lower property values, increase crime
- They have been there since 1976 on the same five acres

Sherry Thorensen, 7240 SE 135th Street, Summerfield FL 34491:
- She agrees with everything that has been said
- She wants everyone to come and look at where they live
- She understands growth but 135th Street is not the place for it

Mike Sisto, 7097 SE 135th Street, Summerfield FL 34491:
- He has lived there for 26 years. He bought the property 30 years ago
- It was a dirt road when he bought it
- 135th Street is a mile and a half long
- He has raised his three children there. It is very quiet.
- Wants to raise his grandchildren here

Debbie Marino, 7264 SE 135th Street, Summerfield FL 34491:
- She agrees with everything that has been said

Daniel Martin, 6919 SE 135th Street, Summerfield FL 34491:
- This does not belong on 135th Street
- Has there been an environmental study on the wetlands in the area?
- The rendering looks like a jail

Karen Conroy, 7145 SE 135th Street, Summerfield FL 34491:
- She lives right across from the pond
- The street is beautiful
- She agrees with what everyone has already said

REBUTTAL:

David Tillman, Tillman & Associates Engineering, 1720 SE 16th Avenue, Bldg. 100, Ocala FL 34471, represented the applicant:
- Most of the comments are what he had anticipated. Traffic and not wanting the change of use on the property.
- They are moving in there trying to down zone it from the industrial use to more of a residential use.
- If we can find other access other than 135th Street we would entertain that in order to help everyone that is on that roadway.
- As far as the architectural style of the buildings, this is a building that they have used in the past in other locations. He can talk to them about a modification to that. Try to come up with something that does fit that region a little better.

Tracy Straub, County Engineer: He will have to do an updated traffic study. That road is an old standard road. Normally we would look for right of way to be dedicated from his property but he does not have continued access to any major road network. It is a concern.

The types of uses in the originally PUD were much more intense traffic uses. This will reduce traffic volumes for sure. Back then we did not have 132nd Street so there has been a significant grade change at this location because of the railroad crossing. The original PUD required them to come to 132nd and not 135th we have not even analyzed that at all. IT is a concern.

They have been asked by the owner if they could look at facilitating a driveway access along 132nd street road. We would do that. We are not sure if it could be accommodated because of the railroad tracks but we would certainly look if that could be done.

PUBLIC COMMENT CLOSED

Planning and Zoning Commission Recommendation

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

1. Will adversely affect the public interest
2. Is consistent with the Marion County Comprehensive Plan
3. Is compatible with the surrounding land uses

The Motion passed 5 to 0 with no quadruplexes on the southern portion abutting 135th Street

MINUTES:

Motion was made by Michael Kroitor, seconded by Andy Bonner to approve the minutes of the February 22, 2021 Planning & Zoning Commission meeting.

The motion passed 5 to 0

ADJOURNMENT:

The meeting adjourned at 7:35 PM

Greg Lord

Attest: Greg Lord, Chairman

Stephanie Soucey

Stephanie Soucey
Administrative Staff Assistant

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3108 **Agenda Date:** 5/18/2021 **Agenda No.:** 14.5.5.

SUBJECT:
Rainbow Lakes Advisory Committee - October 15, 2020 and March 11, 2021

INITIATOR:
Deputy Clerk

DEPARTMENT:
Clerk of Court

DESCRIPTION/BACKGROUND:
Rainbow Lakes Advisory Committee - October 15, 2020 and March 11, 2021

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
None, information only.

The October 15, 2020 meeting of the Rainbow Lakes Advisory Committee was called to order by Chairman Dallas Seveland. Other committee members present were James Johns, Gary Levit and Carol Setzer. Karen Crowley Keen was absent. Guests present were Shawn Hubbuck, MSTU Director and Lt. Steve Osbourne, MCSO. There were 2 people in attendance. The meeting was opened with invocation followed by the Pledge of Allegiance.

Agenda Item Public Comment (1): NONE

Approval of Minutes (2A) September 24, 2020:
Motion made by Levit, seconded by Setzer to accept minutes of September 24, 2020 (2A). Motion carried.

Committee Reports (3):
Building & Grounds: Seveland reported that the mulch at Sea Cliff Park within the next month.

Public Safety: Johns reported 157 admin hours, 197 manning station hours, 3 calls, 40 meeting hours, 383 training hours, 20.25 hours building maintenance, 20.25 hours vehicle maintenance, 1 brush fire, 2 MVAs, 1 structural fire, 1 MV fire and 1 false alarm.

Code: Levit reported there are still a couple of open cases.

Roads: Setzer reported that next phase of new signs would be starting soon. The last parts of the tree trimming would be done in the next 2 months. Working on issues on Ivy.

Recreation: Keen absent.

Committees/Guests (4):
Lt. Osborne – Reported that there had been one burglary to a vacant home in RLE and 70 traffic stops. Dunnellon District has the lowest crime rate in all of the County.
Shawn Hubbuck, M.S.T.U. Director- Reported that the new budget started on October 1st. Have 2 guys working for Maintenance from ReSource.

Consent (5): NONE

New Business/Board Items (7):

7A. Dog Park – Discussion. No need at this time
7B. Fence at Tiger Lake Park – Discussion. Get prices then vote on project.

Old Business (6):

Communicator – Motion made by James, seconded by Levit, to publish the Communicator quarterly and only mail it to the 56 people that requested it. Motion carried with Seveland opposed.

General Public Comment (8):

Announcement (9):
Seveland announced the next meeting to be on November 19, 2020 at 6:30 PM. Meeting adjourned at 7:25pm.

The March 11, 2021 meeting of the Rainbow Lakes Advisory Committee was called to order by Chairman Dallas Seveland. Other committee members present were Paula Gawlick, James Johns, Gary Levit and Carol Setzer. Karen Crowley Keen has retired. Alan Jones, MSTU Director, was also present. There were 56 people in attendance. The meeting was opened with invocation, followed by the Pledge of Allegiance. Votes for Chairman and Vice Chairman were counted; 4 votes for Dallas for Chairman, 4 votes for James Johns for Vice Chairman, 1 vote for Gary Levit for Vice Chairman.

Agenda Item Public Comment (1):

1. Katherine Bryant, from the Ceramics Club, stated that the Ceramics Club have fixed most of the issues brought forth by the Fire Marshal's inspection but requested guidance from the county on bigger issues they could not address, as they would like to reopen the Recreation Center.
2. Vickie Aldred, from the Ceramics Club, offered further clarification on the issues brought up by the inspections, illustrated previously by Katherine Bryant. She provided photographs of the building and pointed out a change that she requested the Advisory Board fix. Frustration was expressed about the restrictions relating to COVID19 that are being made on club members and discussion regarding membership numbers was had.
3. Timmi Cuthbertson, from the Ceramics Club, stated she enjoyed the Ceramics Club and wanted to share that she felt being shut down was wrong.
4. Valerie Seara, from the Ceramics Club, brought up a discussion about the Ceramics Club changing the code on the lock to the door. Pamela Spicuzza, Rainbow Lakes Estates Municipal Services District Manager, made reference to the bylaws regarding non-resident members having access codes to community facilities. Chairman Seveland reconfirmed a change in the bylaws was indeed made and gave the applicable date (September 2019). A request was made by Ms. Seara for a copy of the bylaws to be made available to her.
5. Eddi Arndt, from the Ceramics Club, chose not to speak; whilst Lori Dost, also a member of the Ceramics Club, was not present.
6. Chairman Seveland addressed the issue regarding the Ceramics Club by reiterating that Rainbow Lakes Estates would do no repairs to the building specifically for any one club.
7. Alan Jones, M.S.T.U. Director, spoke further on the matter. If maintenance needed to be done on the kiln, that was club business. If it were an issue with the building itself, the county would need to be involved, as it is a county maintained facility. The issue with the distance of the space required around the kiln does need more clarification and will need to be looked into further.

Approval of Minutes (2A) October 15, 2020:

Motion made by Levit, seconded by Johns to accept minutes of October 15, 2020 (2A). Motion carried.

Committee Reports (3):

Building & Grounds: Seveland reported that high resolution security cameras were installed at the clubhouse and now reach out to the pier. The Fire Department Station One window replacement for 6 impact window has begun but there was an issue with sizing for the original order (which has since been corrected). The correctly sized windows should arrive soon.

The Fire Department Station One repaving project for the parking lot and driveway are currently out for bid. Seveland suggests that a solution for the current issue of where to park the emergency vehicles is to park them in the community center parking lot, as it is central to the community and under 24 hour video surveillance. The Fire Tower located at Station 2 was again declared imminently dangerous and a private contractor was hired to demolish it. Previous efforts to save the tower failed. Over the weekend of March 5 – 7, a fire department support vehicle was damaged by an act of vandalism at the Rainbow Lakes Volunteer Fire Department Maintenance Yard. The security camera was non-operational at the time. An emergency order has been placed to install cameras at Station One. Rainbow Lakes Estates was approved for $317,000 in assistance under the Cares Act to upgrade all the facilities with touchless toilets, soap and sanitizer dispensers, and hot water heaters under the sinks. The upgrades have been completed.

Public Safety: Johns reported that the Marion County Sheriff's Department is working on a new program, once installed, it will be able to give a more detailed records regarding public safety within the community. Since the last Advisory Board meeting in October, the Volunteer Fire Department has gone out on 37 calls. There are 16 active members that man the station for 20 - 30 hours a week and train approximately 425 - 450 a month. 6 or 7 members are Firefighter 1 qualified, which means they can fight structure fires and several that are wildfire certified (brush fires).

Code: Levit reported that some cases have been closed and improvements have been made. There are still a couple of open cases that are being worked at this moment.

Levy County: No representative.
Roads: Setzer reported that the bid for the repaving of the Fire Station parking lot has been accepted and the cost will be $48,000. The potholes will be repaired on SW Ivy Place for $50,000. The tree trimming project on SW Ivy Place has been completed. The replacement of combination quad/stop signs (from Marine to Indian, across to Halfmoon), is in the design portion of the process, also known as Phase 3. A bid for Phase 3 will go out in the next few weeks. A $1.2 million dollar project will be put out to bid this summer to widen Beach Blvd (from Bonita to Deepwater Ct), with bidding done in the summer and a hopeful completion of Fall 2021.
Recreation: Board member Keen retired. Paula Gawlik will be taking this position during upcoming meetings.

Committees/Guests (4):
Alan Jones, M.S.T.U. Director

Consent (5): NONE

Old Business (6):
6A. Fence at Tiger Lake
Discussion was previously made. Motion made by Johns, seconded by Setzer to install fence at Tiger Lake. Motion carried with Gawlik opposed.

New Business/Board Items (7):
7A. 2021 meeting schedule
Motion made by Setzer, seconded by Levit to approve the 2021 meeting schedule. Motion carried.

7B. RLEVFD training facility
Proposal given by Johns and a discussion was had regarding a new training facility being built within the community. Alan Jones, MSTU Director, reminded the board that this project would need to be sent out to bid. No motion was made, as it has been added to the budget.

7C. Ceramic Club
Further discussion with the Fire Marshal and county entities is necessary to resolve this matter. This matter will be moved to the next advisory board meeting, so that there is sufficient time for resolution. No motion was made regarding this matter.

General Public Comment (8):

Seanna Makepeace, Minister for Homestead Ministries from parcel 1814-033-013 (Shamrock Ave), Dunnellon, FL, spoke to offer a broader description of the ministry's mission and stated that her ministry does strive to meet all land development codes. Chairman Seveland inquired as to the status of the ministry's incorporation under the 503c classification and Ms. Makepeace responded that the ministry was waiting on a determination letter from the IRS, but were a part of the Ministry of the Universal Life Church. Seveland asked if the ministry had submitted their registration with the State of Florida in February 2021 and Ms. Makepeace confirmed this information. Seveland then asked why the ministry chose Rainbow Lakes Estates. Ms. Makepeace responded that it was a beautiful area and that most of the congregants preferred a more rural setting. A discussion was then had about the location, lot size (1ac), current zoning classification (R1), and whether a permit had been pulled on the land (no permit had been pulled yet, as they were waiting on a survey to be conducted). When asked how the ministry felt it would benefit the community, Makepeace responded that they were here to serve and help the community. An inquiry was made into the length of stay for each person attending or performing for the church and discussion followed. Shortly after, a discussion was had regarding security and the screening process for the people coming into the neighborhood. No further plans for building were revealed.

Vivian Rodriguez-Reich, SW Timberlake Rd. - Gave reasons as to why she is against the ministry moving into the community.

Donna Mason, SW Timberlake Rd. - Questioned the intentions of the ministry and also gave reasons as to why she was against it as well.

Vash Addams, W. Pearl Avenue, Tampa, FL - spoke on behalf of the ministry, noted that the ministry is not trying to bring troubles to the neighborhood.

Annette Nolan, NW Mallard Ave. - Owns property near the ministry site. Expressed concern about parking and space issues, as well as property values and future valuations.

Dallas Helms, SW Mango Ln. - Stated that this neighborhood was designated as a Residential zoning area and believes that this is the way it should stay.

Keith Deery, SE 135th CT. - Gave reasons as to why people should not be allowed to stay in the neighborhood (ie., commercial septic, etc.) on the ministries land.

Anthony Harding, SW Beach Blvd. - Expressed his discontent with the ministry moving in to the neighborhood. Questioned the integrity of the group.

Sharita Lawyer, SW Beach Blvd. - Expressed concern regarding the children in the neighborhood and their safety.

Darlene Hotchkiss, SW Sycamore Rd. - Made report of a code case of people living off the grid in a shed on Sycamore.

Alan Jones, M.S.T.U. Director - Stated that he would follow-up with the Code Enforcement Office regarding all of the issues being brought up. Reiterated that primitive camping or communal housing are not allowed, per the Land Development Code.

Dave McPherson, SW Rainbow Lakes Blvd. - Strongly urged the board to take the other residents into consideration and not allow people to come in and build a ministry.

Alan Jones reminded residents that zoning issues were not to be dealt with at the advisory board meeting and advised those with zoning issues to consult the zoning board. Chairman Seveland reminded those present that we are a community and that location within the community was not relevant.

Carlos Perez, NW Amberjack Ave. – Questioned what the accommodations were for those living in tents within the ministry property and for crowd control. He also wanted to know if the church had ministry hours, security, and sufficient parking for the guests. He inquired as to whether the ministry would obey local noise ordinances after hours, if this was the church's first attempt in building a ministry, and if there were going to be temporary building accommodations, such as a tent, until the permanent structure was built.

Todd Miller, SW Hunter Hill – Recommended that the Board copy Cooper City, FL's system of fining those that do not have sufficient insurance and do not pay the emergency taxes for their lot. His concern was the burden placed upon our emergency services.

Seanna Makepeace, Minister for Homestead Ministries from parcel 1814-033-013 (Shamrock Ave), Dunnellon, FL, offered a rebuttal by stating that the ministry would provide their own emergency services as they have an in-house doctor and psychologist on staff. She stated that there were many things left undetermined at this point and that the medical and building teams are working closely with local officials and were abiding by the regulations.

Chairman Seveland stated that the reason for all the questions and confusion was drawn from the change on the ministry website and went on to site statistics about how crime rises once a homeless community is installed.

Announcement (9):

Seveland closed the meeting by reminding everyone of us in this community that we are in this together and that unity was needed at this time. Seveland announced the next meeting on April 15, 2021 at 6:30 PM

Meeting adjourned at 9:25pm.

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3058 **Agenda Date:** 5/18/2021 **Agenda No.:**

SUBJECT:
Present Cover Documents from Planning and Zoning

INITIATOR:
Mary Elizabeth Burgess, Director

DEPARTMENT:
Growth Services

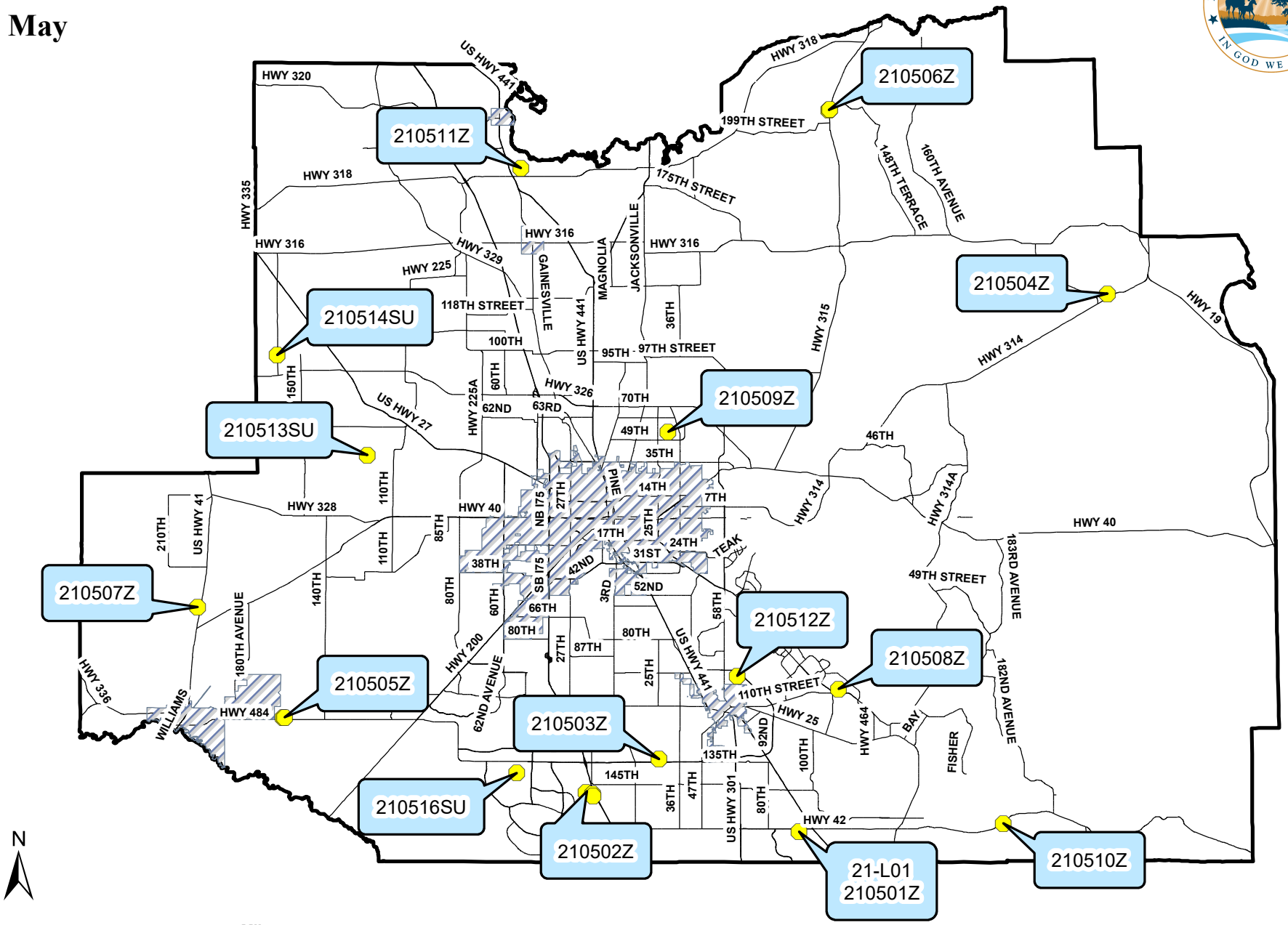
DESCRIPTION/BACKGROUND:
For information.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
For information only.

MARION COUNTY, FLORIDA

2021 APPLICATIONS
May



PLANNING AND ZONING COMMISSION
RECOMMENDATION REPORT
April 26, 2021

All records pertaining to notice to property owners, all correspondence and other related information pertaining to individual Zoning Change and Special Use Permit requests are located in the Zoning Department files for record purposes.

CONSENT AGENDA ITEMS:

The following items were recommended by staff for approval with conditions, there were no opposition letters within 300 feet and no opposition at the Planning and Zoning Commission meeting.

	ITEM	OWNER	FROM-TO	ACREAGE
1	210503Z	Thi Nguyen Rev. Living Trust	A-1 and Conditional B-5 to RC-1	11.67
2	210504Z	Harry Hatton Straker, Jr.	R-E to A-1	14.35
3	210506Z	Cyrus and Julie Lott	R-4 to A-1	9
4	210507Z	HTM Developers, LLC	PUD to R-1	1
5	210509Z	Robert and Karen Martel	R-1 to A-1	3.11
6	210510Z	Marguerite McDermott	R-1 to A-1	3.62
7	210511Z	Pamela DeBoer, Jill Langford ET AL, Jason, Justin and Jene DeBoer	B-2 to A-1	50
8	210514SU	Sokol Vineyards LLC	Renewal of Special Use Permit in A-1	1.3
9	210516SU	Dollar Tree Distribution Inc.	Special Use Permit in PUD	200.13

Motion was made by Robert Colen and seconded by Andy Bonner to agree with staff's findings and recommendation, and recommend approval of the following Consent Agenda items (210503Z, 210504Z, 210506Z,.210507Z, 210509Z, 210510Z, 210514SU and 210516SU) based on the following findings of fact:

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

The Motion passed 5-0

210505Z – Jayne Ward, B-4 to M-1, 14.83 Acres. PULLED FROM CONSENT

PLANNING AND ZONING COMMISSION
RECOMMENDATION REPORT
April 26, 2021

10. 210505Z- Jayne Ward

WRITTEN OPPOSITION WITHIN 300 FEET 0 of 6= 0%
Planning and Zoning Commission Recommendation
Motion was made by Robert Colen seconded by Andy Bonner to agree with staff's findings and recommendation, and recommend approval of the requested Zoning Change based on the following findings of fact:

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

The Motion passed 5 to 0

11. 210508Z– Jason and Crystal Reed

WRITTEN OPPOSITION WITHIN 300 FEET 0 of 13= 0%

Planning and Zoning Commission Recommendation
Motion 1 was made by Jerry Lourenco to disagree with staff's findings and recommendation, and recommend approval if the requested zoning change. This motion died for lack of a second.
Motion 2 was made Andy Bonner seconded by Robert Colen to agree with staff's findings and recommendation, and recommend denial of the requested 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

The Motion passed 4 to 1 with Jerry Lourenco dissenting

12. 210513SU– Michael and Trudi Moore

WRITTEN OPPOSITION WITHIN 300 FEET 1 of 11= 9%
Planning and Zoning Commission Recommendation
Motion was made by Andy Bonner seconded by Michael Behar to agree with staff's findings and recommendation, and recommend approval of the requested special use permit based on the following findings of fact:

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

The Motion passed 5 to 0

PLANNING AND ZONING COMMISSION
RECOMMENDATION REPORT
April 26, 2021

13. 21-L01- James and Diane Schilling ET AL

WRITTEN OPPOSITION WITHIN 300 FEET 20 of 125= 16%
Planning and Zoning Commission Recommendation
Motion was made by Robert Colen seconded by Michael Behar to agree with staff's findings and recommendation, and recommend approval of the requested Large-Scale Land use change based on the following findings of fact:

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

The Motion passed 3 to 2 with Greg Lord and Andy Bonner dissenting

14. 210501Z– James and Diane Schilling ET AL

WRITTEN OPPOSITION WITHIN 300 FEET 20 of 125= 16%

Planning and Zoning Commission Recommendation
Motion was made Michael Behar seconded by Andy Bonner to disagree with staff's findings and recommendation, and recommend denial of the requested 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

The Motion passed 3 to 2 With Jerry Lourenco and Robert Colen dissenting

15. 210502Z– Maro Investment Ocala LLC. Rock Cloutier

WRITTEN OPPOSITION WITHIN 300 FEET 0 of 137= 0%
Planning and Zoning Commission Recommendation
Motion was made by Jerry Lourenco seconded by Robert Colen to disagree with staff's findings and recommendation, and recommend approval with alternative development conditions of the requested zoning change based on the following findings of fact:

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

The Motion passed 3 to 2 with Michael Behar and Andy Bonner dissenting

PLANNING AND ZONING COMMISSION
RECOMMENDATION REPORT
April 26, 2021

16. 210512Z- <u>Flying Eagle Resources, LLC. Ursula Henning</u>

WRITTEN OPPOSITION WITHIN 300 FEET 14 of 33= 42%

<u>Planning and Zoning Commission Recommendation</u>

Motion was made by Jerry Lourenco seconded by Andy Bonner to agree with staff's findings and recommendation, and recommend denial of the requested zoning change based on the following findings of fact:

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

The Motion passed 5 to 0

PLANNING AND ZONING COMMISSION MEETING

April 26, 2021

MINUTES

The Marion County Planning and Zoning Commission met on April 26, 2021 at 5:30 pm in the Board of County Commissioners Auditorium, 601 SE 25th Avenue, Ocala, Florida.

The following members were present: Chairman Greg Lord, Andy Bonner, Robert Colen, Jerry Lourenco and alternate Michael Behar.

The following staff members were present: County Attorney, Guy Minter. Director of Growth Services Mary Elizabeth Burgess. Planners- Ken Weyrauch, Chris Rison, Ken Odom and Kim Dinkins. Administrative Staff Assistant- Stephanie Soucey, Staff Assistant IV- Darlene Pocock and Staff Assistant IV-Teresa Brown. Tracy Straub, County Engineer. Jody Kirkman, Environmental Services Director.

Chairman, Greg Lord called the meeting to order at 5:30 pm., Director, Mary Elizabeth Burgess read the Proof of Publication and the Affidavit of Mailing and Posting of Notice, and advised that the meeting was properly advertised. Michael Behar led the Invocation and the Pledge of Allegiance. Stephanie Soucey called the roll and a quorum was confirmed.

All records pertaining to notice to property owners, all correspondence and other related information pertaining to individual Zoning Change and Special Use Permit requests are located in the Zoning Department files for record purposes.

Growth Services Director, Mary Elizabeth Burgess explained the item listed on the Consent Agenda. This item received no written opposition within 300 feet and staff recommends approval of the request.

	ITEM	OWNER	FROM-TO	ACREAGE
1	210503Z	Thi Nguyen Rev. Living Trust	A-1 and Conditional B-5 to RC-1	11.67
2	210504Z	Harry Hatton Straker, Jr.	R-E to A-1	14.35
3	210506Z	Cyrus and Julie Lott	R-4 to A-1	9
4	210507Z	HTM Developers, LLC	PUD to R-1	1
5	210509Z	Robert and Karen Martel	R-1 to A-1	3.11
6	210510Z	Marguerite McDermott	R-1 to A-1	3.62
7	210511Z	Pamela DeBoer, Jill Langford ET AL, Jason, Justin and Jene DeBoer	B-2 to A-1	50
8	210514SU	Sokol Vineyards LLC	Renewal of Special Use Permit in A-1	1.3
9	210516SU	Dollar Tree Distribution Inc.	Special Use Permit in PUD	200.13

Motion was made by Robert Colen and seconded by Andy Bonner to agree with staff's findings and recommendation, and recommend approval of the following Consent Agenda items (210503Z, 210504Z, 210506Z, 210507Z, 210509Z, 210510Z, 210514SU and 210516SU) based on the following findings of fact:

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

The Motion passed 5-0

210505Z – Jayne Ward, B-4 to M-1, 14.83 Acres. PULLED FROM CONSENT

10. 210505Z Jayne M. Ward, 5480 N. Shore Road, Pensacola, FL 32507, request a **Zoning Change**, Articles 2 and 4, of the Marion County Land Development Code, from B-4 (Regional Business) to M-1 (Light Industrial), for all uses permitted, including uses compatible with an airport, on approximately 14.83 Acres, on Parcel Account Nos. 34899-002-00 and 34899-004-00.
WRITTEN OPPOSITION WITHIN 300 FEET 0 of 6= 0%

Ken Weyrauch, Growth Services, presented this request:

- This is a request from B-4 (Regional Business) to M-1(Light Industrial) on 14.83 Acres. The land use is Employment Center.
- Staff is recommending approval of this request.

The applicant was not in attendance

PUBLIC COMMENT:

Cindy Tveter, 15765 SW Hwy. 484, Dunnellon FL 34432:

- She lives next to the property
- The area has always been agricultural
- 7 or 8 years ago the applicant applied to have a flea market on this site
- Ms. Tveter opposed that request also.
- Ms. Tveter takes care of young kids and adults
- This area has always been family oriented and she does not want strangers in and out, day and night.
- There is industry at the airport but it has nothing to do with their homes
- Concerned about Gopher Tortoises on the subject property
- Her parents used to own the property- that is how she knows about the Gopher Tortoises
- She wants to know exactly what the applicant plans to do with this property

PUBLIC COMMENT CLOSED

Planning and Zoning Commission Recommendation

Motion was made by Robert Colen seconded by Andy Bonner to agree with staff's findings and recommendation, and recommend approval of the requested Zoning Change based on the following findings of fact:

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

The Motion passed 5 to 0

11. 210508Z– Jason M. and Crystal I. Reed, 10181 SE 111th Court, Ocala, FL 34472, request a **Zoning Change**, Articles 2 and 4, of the Marion County Land Development Code, from R-E (Residential Estate) to A-1 (General Agriculture), for all uses permitted, including a flower nursery, on approximately 3.05 Acres, on Parcel Account No. 3758-014-000.
WRITTEN OPPOSITION WITHIN 300 FEET 0 of 13= 0%

Kim Dinkins, Growth Services, presented this request:

- REQUEST: R-E (Residential Estate) to A-1 (General Agriculture) on 3.05 Acres
- LOCATION: SE 111th Court, north of Maricamp Road, South of Locust Road
- Applicant purchased the property in 2019
- The site has 2 homes and a metal building

- Their intended use is for a flower nursery, greenhouse, garden and poultry
- R-E zoning allows these uses by right (non-commercial) including horses and cows
- A-1 allows for high intensity agricultural uses
- Does adversely affect the public interest:
    - The parcel is 1/3 the minimum size required for A-1 Zoning
    - Intense agricultural uses allowed cannot reasonably be accommodated on the parcel
    - A number of parcels in the vicinity have rezoned to R-E
    - No surrounding parcels are being used for bona fide agriculture
    - The current R-E zoning allows personal-use agricultural activities by right and the Board could authorize additional limited uses under a Special Use Permit
- Consistent with the current Comprehensive Plan.
    - A-1 may be compatible with Low Residential, but only if large enough parcel or other development limitations exist.
- Not compatible with land uses in the surrounding area
    - The surrounding area is a mix of single family, site built and mobile homes and commercial uses. Allowing the subject property to rezone to A-1 is not consistent with the current uses in the surrounding area and the long term plan for the area.
- Staff recommended DENIAL and advises the applicant to return with a Special Use Permit application to request certain agricultural and commercial uses.

Jason Reed, 10181 SE 111th Court, Ocala FL 34472, the applicant:

- The former owner did not want to change to R-E.
- He is ready to file with the USDA Nursery Certification and fulfill a bond if considered
- His hardship with a Special Use Permit is that he is a government contractor enrolled in sam.gov with the NSF SBIR program. For some SUP permits would be compliant with many of the agricultural requirements. Even contracts where an SUP could work the process would just take too long. He was told a little bit over a month. This would not work because he can get contracts at a moment's notice. It depends on fiscal quarters and subjects like that.
- Having A-1 zoning would expand his capabilities as a small business.
- Just this past year they have built garage using a county required major site plan. They built a retention pond working with the stormwater department and the driveway they repaired an apron by the county's request.
- He has 40 neighbors who have A-1 zoning.

Crystal Reed, 10181 SE 111th Court, Ocala FL 34472, the applicant:

- They purchased the property from her grandparents in 2019. Her grandparents owned the property from 1993 to 2019. When her grandparents purchased the property it was A-1. Her grandparents were required to change the zoning to R-E in 1994 in order to build a house on the property.
- Her husband has his business and does very well.

Kim Dinkins- Since 1992 this property has been designated Low Density Residential. This property has always been 10 acres. Changing the property from A-1 to R-E made it compatible with the Land use.

Mary Elizabeth Burgess stated that if the Reeds would like to go for a SUP staff could place the request on next month's P&Z Agenda.
The Reeds stated that the SUP would not work for their small business.

Mary Elizabeth Burgess stated that she was afraid this was going to turn into a commercial use and would need a SUP anyway.
Jason Reed stated that it would be stocking of the flowers for a Florida Certificate for a small nursery. All my neighbors except for 5 (at least 80 neighbors) have A-1 and they are all under 10 acres (or 90% of them are).

PUBLIC COMMENT:
There was no one in attendance that spoke for or against this item.
PUBLIC COMMENT CLOSED

Planning and Zoning Commission Recommendation

Motion 1 was made by Jerry Lourenco to disagree with staff's findings and recommendation, and recommend approval if the requested zoning change. This motion died for lack of a second.

Motion 2 was made Andy Bonner seconded by Robert Colen to agree with staff's findings and recommendation, and recommend denial of the requested 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

The Motion passed 4 to 1 with Jerry Lourenco dissenting

12. 210513SU– Michael J. and Trudi J. Moore, 12203 NW 35th Street, Ocala, FL 34482, requests a **Special Use Permit**, Articles 2 and 4, of the Marion County Land Development Code, for three (3) RV sites for personal use, in an A-1 (General Agriculture) zone, on approximately 27.53 Acres, on Parcel Account No. 12627-000-01.
WRITTEN OPPOSITION WITHIN 300 FEET 1 of 11= 9%

Ken Weyrauch, Growth Services, presented this request:

- Requesting 3 RV sites. Two for personal use and one is for non-commercial guest.
- This site is inside the farmland preservation area with rural land use.
- Staff is recommending approval with conditions of this request

The applicant was not in attendance

PUBLIC COMMENT:
Robert Bruni, 12233 NW 35th Street, Ocala FL 34482:

- His property is adjacent to the west of the subject property
- Why is construction allowed to go on while they are waiting on a SUP?

Ken Weyrauch, Growth Services: When he did his site visit he saw that they were building a pool and the barn which are both allowed by rite within the A-1 zoning. The construction has nothing to do with this application.

- He objects to this because it looks like a lot more than what they are asking for. There is a lot of construction going on out there. It looks to him like there is plumbing already installed. Are these RV sites going to be for people to live in or strictly for storage? They are going to impact the water.
- He has lived in the area for 42 years.

Marilyn Burnham, 12225 NW 35th Street, Ocala FL 34482:

- Her and her mother live to the north of the property
- She is downhill to the property and is concerned about the water that runs down the hill. She does not want her garage underwater.
- She goes by there every day and she cannot figure out what they are doing. She wants more information.

PUBLIC COMMENT CLOSED

Planning and Zoning Commission Recommendation

Motion was made by Andy Bonner seconded by Michael Behar to agree with staff's findings and recommendation, and recommend approval of the requested special use permit based on the following findings of fact:

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

The Motion passed 5 to 0

13. 21-L01- James R. and Diane T. Schilling, New Direction IRA FBO, and Richard J. Schilling IRA, 7524 N. Chief Lake Road, Hayward, WI 54843, request a **Large-Scale Land Use Amendment**, from commercial and medium density residential to employment center, on approximately 39.28 Acres, on Parcel Account No. 48320-000-00.

14. 210501Z– James R. and Diane T. Schilling, New Direction IRA FBO, and Richard J. Schilling IRA, 7524 N. Chief Lake Road, Hayward, WI 54843, request a **Zoning Change**, Articles 2 and 4, of the Marion County Land Development Code, from A-1 (General Agriculture) and PMH (Mobile Home Park), to PUD (Planned Unit Development) for the intended use of Multi-Family and Commercial development, on approximately 39.28 Acres, on Parcel Account No. 48320-000-00.

WRITTEN OPPOSITION WITHIN 300 FEET 20 of 125= 16%

Chris Rison, Growth Services, presented this request:

- This request is a combination Comprehensive Plan Future Land Use Map Amendment and a PUD rezoning
- They are requesting a Future Land Use change from Commercial and Medium Residential to Employment Center. In 2001 a large-scale land use change was approved (2001-L04) that designated the north half of the site Commercial and the south half Medium Residential. That approval was accompanied by a companion developer's agreement that established maximum development amounts for the resulting commercial and medium residential portions of the site. An amendment or repeal of this developer's agreement will be required in order to have this project move forward as it is being proposed.
- The requested future land use designation of Employment Center will allow for higher density and intensity residential and commercial uses.
- The project's PUD rezoning application was accompanied by two pairs of conceptual plans- one pair each for the commercial and residential portions of the site. The applicant has proposed the plans as alternatives to allow for development flexibility as end users for the commercial area have not yet been determined, while the residential development is continuing to evaluate market opportunities before making a final determination of the housing form.
- Staff recommendations:
    - The residential area requires an A-Type Buffer and extension of the buffer to the PUD's commercial area is recommended.
    - Staff recommends exterior buffers not be eligible for further design waiver without obtaining Board consideration for their approval in a duly noticed public hearing wherein the notices (e.g. mailing, ads, etc.) are funded by the applicant.
    - Staff recommends that phased buffer installation is acceptable; however recommends that the Development Review Committee (DRC) be authorized to require the installation of other buffer segments when it deems appropriate, with the then applicant being eligible to appeal that determination to the Board consistent with DRC's waiver review process.
    - Staff recommends that shifts in development areas be authorized to accommodate final design adjustments such as for access/connectivity, recreation, stormwater, along with adjustments to accommodate opportunities to modify the locations of the authorized development amounts.
    - Staff recommends that prior to obtaining any final PUD Master Plan or equivalent approval, a traffic study (ies) must be provided and it shall include projections related to the overall PUD.
- Staff recommends approval of both requests with development conditions for the PUD

David Tillman, Tillman & Associates Engineering, 1720 SE 16th Avenue, Bldg. 100, Ocala FL 34471, represented the applicant:

- They are willing to work with Hilltop Estates to have a shared access for them to come through the commercial portion that they are doing and to provide better access.
- There is a disconnect between their location and the Villages. You will see that on a regular basis. That is to limit the connectivity for the golf cart access for those properties. So that opportunity does not exist for them there.
- He has worked on many other projects in this region. He has worked on the 2500 acres of the Villages here in Marion County many years ago. They look at this as primarily an infill project.
- The commercial designation land use across the front has been in place for some period of time. It was medium density in the back. They are asking to go to Employment Center across the board because it meets with their request for the higher intensity, multi-family product that is on the south side of their project. This is a step down from commercial to a single-family residential type product.
- They are leaving in considerable buffers. They are going to try to leave as many trees across the south side to create a very significant separation in between their multi- family and the single-family residential to the south. That is the reason why you see the larger buffers specified in their plan and the larger setbacks. It is so they can provide that separation between the two types of development.

PUBLIC COMMENT:

Paul Floramo, 16718 SE 95th Terrace, Summerfield FL 34491:

- He lives within 300' of the proposed plan
- He is speaking in behalf of a lot of the residents in Hilltop Estates
- They are a resident owned, 55+ plus community. They are all 55+ not 80/20.
- What is being proposed -multi-family with no age restriction – would hurt their land values as well as the possibility of having younger folks in their community that do not belong there.
- The impact on their water – they are on wells- is strongly a problem
- Concerned about commercial traffic in and out of there
- There is a buffer issue; there is no way to protect their community from the proposed plan
- They strongly oppose this and wish that you would just leave the zoning as is and let someone come in and develop it for age restricted, single family homes. That is what surrounds it.

Holly Didden, 16906 SE 93rd Court Cuthbert Circle, The Villages, FL 32162: (speaker spoke extremely fast- hard to understand)

- She lives within 300' of the subject property; She is opposed to the requests
- The property is surrounded by single family, one story, age restricted homes
- Request not compatible with the area

Bob Riedel, 16669 SE 95th Terrace, Summerfield FL 34491:

- The President of Hilltop Estates Home Owners Association
- Presented a petition against the project

Annette Crespi, 16918 SE 93rd Cuthbert Circle, The Villages, FL 32162:

- She conceded her time to Holly Didden

Holly Didden, 16906 SE 93rd Court Cuthbert Circle, The Villages, FL 32162: (speaker spoke extremely fast- hard to understand)

- Concerned about people looking at them when they are in the pool?
- Applicants are cruel?
- Elderly cannot fight; they are preying on the weak

Richard Kornicki, 16918 SE 93rd Cuthbert Circle, The Villages, FL 32162:

- He lives in the Villages
- Agrees with everything that was said

- Told by a realtor that his house value would go down 10 to 20%. He can look right at the buildings
- Existing Employment Center in the area was developed when nothing else was around it. It was a planned effort.

William Patterson, 9260 SE 167th Ford Street, The Villages, FL 32162:
- He is one house over from the fence that is going to be there
- There is a nice row of trees on the west side that he was told that were protected
- He agrees with everything that was said

Deborah Schoonover, 16839 SE 91st Crenshaw Terrace, The Villages, FL 32162:
- She lives to the west of the request
- The commercial side sounds intriguing and she thinks they could use some of that
- If you put two and three story homes next door they will be able to look down at every area of the homes around there.
- She is a realtor and the values of the homes will deteriorate significantly
- Neither Hilltop nor Phillips Villas has a manned gate for safety. They already have problems with people coming across the street to their pool
- She is opposed and agrees with what has already been said

Teresa Daniels, 16624 SE 95th Court, Summerfield FL 34491:
- Her property abuts the subject property
- She agrees with what is already been said
- Concerned about traffic
- Hilltop has problems with burglaries and people climbing into their backyards

Fred Didden, 16906 SE 93rd Cuthbert Circle, The Villages FL 32162:
- Strongly object
- What does Employment Center allow them to do?

Henry Rodriguez, 16655 SE 95th Court, Summerfield FL 34491:
- He directly looks out to the subject property
- He objects

Karen Tynes, 16921 SE 93rd Cuthbert Circle, The Villages FL 32162:
- Will they be housing people from the Substance Abuse Facility here?
- Proposed dog park directly abuts their retention pond

Zoe King, 6315 SE 96th Street, Belleview, FL 34420:
- Does not live in the Villages – 34 years old
- Used to work there
- Proposal not of any value to anyone
- Concerned about medical response

Dan Deakin, 7220 SE 172nd Hazelwood Loop, The Villages, FL 32162:
- He is a supervisor for the community development district 4 which is district 3 for the Marion County Commission. He represents 5400 roof tops which adds up to over 10,000 residents. They are all seniors, age restricted and all live in single family homes.
- This is the wrong project in the wrong place
- Project should be single family age restricted

Andrew Kresch, 16563 SE 96th Court, Summerfield FL 34491:
- He lives in the Hilltop Estates Community
- Concerned for the Safety of First Responders
- Hospital currently usually has a five hour wait in the Emergency Room
- Concerned about trees

Linda Gilbert, 16699 SE 92nd Stokes Court, The Villages FL 32162:

- Agrees with everything already said
- Concerned about the oak trees with Eagles and Owls

Nancy Fallon, 9247 SE 166th Sprung Lane, The Villages FL 32162:

- Concerned about traffic on 42 and Mulberry Lane

REBUTTAL:

David Tillman, Tillman & Associates Engineering, 1720 SE 16th Avenue, Bldg. 100, Ocala FL 34471, represented the applicant:

- This is not planned as an age restricted project
- We do not intend to save all the trees, but the intent is to save the trees on the outer perimeter so that they can provide a buffer in between the two types of uses.
- The best way to put uses together is with a better buffer. The better the buffer you put together the more compatible your adjacent uses are.
- Employment Center could allow a lot of additional uses, but the accompanying PUD limits the development to the submitted concept plan.
- The requested commercial project is considerably less than what is allowed even with the current development agreement restriction
- They are not owned by the rehab facility and do not have any intentions to house anyone from there
- They are asking for 324 units
- They will be a very small impact compared to all the commercial that is still available for development on the Villages property
- He was not aware of any previous application
- We are going to be a small impact on traffic
- There is more than one fire department in the region that can access this property
- If you look at all the calls that are made within this region, the majority of the calls come from the age restricted communities.
- This project will be on centralized water and sewer

PUBLIC COMMENT CLOSED

21-L01 Planning and Zoning Commission Recommendation

Motion was made by Robert Colen seconded by Michael Behar to agree with staff's findings and recommendation, and recommend approval of the requested Large-Scale Land use change based on the following findings of fact:

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

The Motion passed 3 to 2 with Greg Lord and Andy Bonner dissenting

210501Z Planning and Zoning Commission Recommendation

Motion was made Michael Behar seconded by Andy Bonner to disagree with staff's findings and recommendation, and recommend denial of the requested 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

The Motion passed 3 to 2 With Jerry Lourenco and Robert Colen dissenting

15. 210502Z– Maro Investment Ocala, LLC, c/o Rock Cloutier, 132 Olivera Way, Palm Beach Garden, FL 34418, request a **Modification and Renewal of Zoning Change #140807Z**, Articles 2 and 4, of the Marion County Land Development Code, from PUD (Planned Unit Development) to PUD (Planned Unit Development), for the intended use of a proposed single family residential subdivision with 980 units, and neighborhood commercial, on approximately 221.75 Acres, on Parcel Account Nos. 41201-000-00, 41338-001-00, 44639-001-00 and 44645-002-00.
WRITTEN OPPOSITION WITHIN 300 FEET 0 of 137= 0%

Ken Weyrauch, Growth Services, presented this request:

- Request from expired PUD (Residential and Commercial) to PUD (Residential and Commercial)
- Located on SW 20th Avenue, south of HWY 484
- Size is 221-75 Acres
- Current Land Use is Medium Density and Commercial
- Staff Concerns:
    - Traffic Study/Access:
        - A traffic study has not been completed for this project. Project has access on SW 20th Avenue, a 2-Lane road that dead ends to the south. To the north, SW 20th ends at SW Hwy 484. A constrained roadway with more traffic is a concern. At Buildout, the residential component of the proposed PUD would add 4,814-5,987 new daily trips (according to ITE).
    - Multiple Concept Plans:
        - Applicant submitted three (3) concept plans, the differences being the 24.03 acres of commercial area along SW 20th. Two plans propose commercial uses (1large plaza vs 4 commercial parcels) and one plan proposes multifamily in the area.
        - This causes concerns when it comes to use, buildout, and the traffic study.
        - All other PUDs are bound by one plan and with the option to come back to modify the PUD through the public hearing process.
    - Open Space Requirement not met:
        - PUD proposes 22 acres or 11.3% open space for the residential area. Nothing is proposed for the commercial area. For residential area only, this is 17.54 acres (8.87%) short. Commercial area needs 20% open space as well.
    - Parallel access for commercial areas is required by the LDC.
        - Area to the north is not developed nor is it proposed to develop commercially. Future development would need parallel access to allow for proper access management in this constrained area.
- Staff recommends denial with alternative approval conditions (proposal does not meet minimum LDC requirements)

Tracy Straub, County Engineer:

- 484 and I-75 is about to go out to bid with DOT. They will do that project in their new fiscal year which begins in July. You are going to see them improve the on ramp flow and off flow as well as the turn lanes to get on and off of those on ramps. Moving all the way up to the signal at 475-A.
  There has been an ultimate need that has been realized to put additional lanes underneath it, but they cannot do that because of the way the bridge is constructed. At this time they can change all the turn lane configurations and the link for the turn lanes. What happens now is you want to take the turn onto the interstate and the turn lane is not long enough so you are stacking out into the freeway. They are going to lengthen all of that, they are going to lengthen the ability of the turn lanes to receive traffic going into the interstate. All of that motion is to be corrected. They are going to put that out for bid in July. It is at least a year's worth of construction activity.

David Tillman, Tillman & Associates Engineering, 1720 SE 16th Avenue, Bldg. 100, Ocala FL 34471, represented the applicant:

- This is an expired PUD which had the majority of this use already on the site.
- Planning and Zoning staff has asked him to pick one of the options for out front. He wanted to get it approved with multiple options out front and then he would not have to come back if they wanted to modify it. Our primary interest is the residential development. A 40-foot lot type villa product in front.
- They are working on modifying the plan to meet the 20% open space requirement. The original plan was developed under a different code criteria.
- They will provide parallel access.
- The connection to Marion Oaks would be for emergencies only. The primary access will be off of 20th and up to 484.
- There is a considerable traffic impediment out on 484 and they will be having to do a traffic study to resolve any traffic issues that they have or any impacts they create on this roadway. They will have to be remedied with them paying their fair share for impact and the improvements that are going to be required to allow this traffic to flow and meet a level of service criteria that is required by county code.
- PUD will have 841 units
- They will relocate the driveway further up on 20th to create some separation from Summer Glen

PUBLIC COMMENT:

Jan Lemon, 1824 SW 158th Lane, Ocala FL 34473:

- I am here as a resident of our community. I believe that there will be other speakers from our community and Marion Oaks next door to us.
- I recognize the developer of this parcel is entitled to request a PUD because it is within the development code of the Master Plan for the County, but there are many concerns about this project.
- Number one being that they would like it to be an over 55 too.
- There is a huge concern about the traffic flow on CR 484. A million square foot distribution center is approved and building. That commerce center still has many acres to develop. The truck traffic from these projects continues to grow.
- The interchange on I-75 (Exit 341) will start new construction this year. The exits north and south will start this year. Lane rebuild and turn lanes on CR 484 from CR 475A and SW 20th Lane Road are included in this project. That construction is projected to take 30+ months.
- It seems that traffic light signals from CR 475A and SW 20th Lane Road could be better synchronized. Many times in left lanes vehicles are beyond stacking points and block adjacent Lanes when lights change it barely allows 3 cars to make it through. Because of the Pilot Gas Station the amount of trucks using SW 20th is huge. Back up at peak times is extreme. (And just as and insight if you have to leave our community early in the AM around 7:00, tractor trailers are using the roadside for sleeping. That should be prohibited).

Bruce Halgren, 16394 SW 14th Court, Ocala FL 34473:

- Concerned that the rear setback is 10 feet with no buffer. A nonage restricted community next to an age restricted community with no buffer.
- Amenities package is not big enough; SummerGlen has a lot of amenities. Afraid that people will come over to use their amenities.

Robert Saltzman, 1481 SW 16th Lane, Ocala FL 34473:

- This is not compatible with the surrounding area
- Negatively affect their house values

Barbara Gaynor, 1504 SW 160th Street, Ocala FL 34473:

- Egress from the back for emergencies only- you cannot have an additional 700-1400 cars coming off of 20th avenue road

Lou Farinella, 15338 SW 15th Terrace Road, Ocala FL 34473:

- He backs up right up to the proposed development
- A Florida Panther lives at this site

Beverly Hanawalt, 1726 SW 157th Place Road, Ocala FL 34473:

- The commercial site down the road is a tree farm

Bob Lemon, 1824 SW 158th Lane, Ocala FL 34473:

- He gave his two minutes to his wife

Jan Lemon, 1824 SW 158th Lane, Ocala FL 34473:

- Now we will be dealing with construction vehicles for this new residential project on SW 20th. This is a small local road. Our road will need turn lanes, shoulders, and widening. More construction.
- Every design plan that was submitted has the main entrance right next to SummerGlen. I would request that entrance be moved to the north end of this project on SW 20th. That would allow for more space between the two subdivisions for ingress and egress.
- The only green space depicted on these plans appear to be DRAs. The amount of open space around the multi-family buildings appears to be minimum. How many apartments units are there?
- Summer Glen has an 8 foot fence around most of our border. We would want that same fencing along this property that borders our community It is difficult to see the setbacks from the SummerGlen border. How far is it? What plans will be approved to provide a barrier with SummerGlen?
- Does the developer know what price range these homes will be? Not one of the lot sizes is the size of home lots in SummerGlen. There was mention of "waivers" granted with the previous PUD expired request. What were they?
- It seems the density of this project might meet allowances but the removal of multi-family units would make the project more compliant with the existing area. This area is out of the way. Now we would be dealing with School buses and children that really have nowhere to go if they leave their community except my car. The concern is that they will be attracted to SummerGlen and its amenities. Our community is very safe and we would like to keep it that way.
- There are folks that would like the extra people for the purpose of golf play and customers to our restaurant. Those are attractive possibilities but the overall concern has to be for the people who live there now. For the ability to accommodate the traffic this will bring and what will follow with approvals of this community. Marion County is growing by leaps and bounds and planning approvals must be done with the future in mind. Growth is a red herring. What we gain and what we end up paying should balance.
- How soon will be know what the recommendation will be to the County Commissioners and will this packet be available to the public before that meeting for comment purposes?
- Thanks for your time

William Rodrigues, 16038 SW 15th Court, Ocala FL 34473:

- He agrees with everything that has been said
- Are they going to develop the property or are they changing the zoning to increase the resale value?

Roland Lafontaine, 15711 SW 16th Avenue Road, Ocala FL 34473:

- Worried about people visiting their golf course
- How much are the homes going to cost?

Richard Knowles, 15696 SW 14th Avenue Road, Ocala FL 34473:

- Concerned about emergency services being able to reach them in a timely manner
- Concerned about people's safety walking on 20th

Sandra Lafontaine, 15711 SW 16th Avenue Road, Ocala FL 34473:

- Concerned about the present owner not being the same owner next year
- Wants to know what the houses will cost

REBUTTAL:
David Tillman, Tillman & Associates Engineering, 1720 SE 16th Avenue, Bldg. 100, Ocala FL 34471, represented the applicant:

- Any previously approved waivers will not apply to this project
- He does not know the price of the homes but will have that information at the BCC
- It is not all 40 feet lots; the front will have the smaller lots and there will be similar sized lots adjacent to the homes in SummerGlen.
- The conditions of the PUD will be carried out by the new owner
- This property is for sale; they do have a prospective buyer
- They plan on buffering in between the two developments; He will take the request for the fence to the owner to consider
- The Amenities site will be 12+ acres. They will have a club house, a pool, park setting, playground equipment, basketball-tennis-pickle ball courts.
- 20th has a tremendous amount of capacity left. There are issues at the intersection that have to be resolved and will be addressed with their traffic study.
- He agrees that the Pilot station allowing trucks to sleep along the roadway is an issue.
- There is no proposed connection to be made to SummerGlen.
- If there are any multi-family components they would be located in the very center of the project away from existing developments.

PUBLIC COMMENT CLOSED
Planning and Zoning Commission Recommendation
Motion was made by Jerry Lourenco seconded by Robert Colen to disagree with staff's findings and recommendation, and recommend approval with alternative development conditions of the requested zoning change based on the following findings of fact:

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

The Motion passed 3 to 2 with Michael Behar and Andy Bonner dissenting

16. 210512Z- Flying Eagle Resources, LLC, c/o Ursula Henning, 150 SE 2nd Avenue, Suite 304, Miami, FL 33131, request a **Zoning Change**, Articles 2 and 4, of the Marion County Land Development Code, from R-1 (Single Family Dwelling) to R-2 (One and Two-Family Dwelling), for all uses permitted, including a 140 unit residential development, on approximately 35.07 Acres, on Parcel Account No. 37515-000-11.
WRITTEN OPPOSITION WITHIN 300 FEET 14 of 33= 42%

Ken Odom, Growth Services, presented this request:

- Request to rezone from R-1 to R-2
- Land use is Medium Density Residential
- Size is 35.07 Acres
- This section was part of the Gulf Park LLC. Master Plan Community, It has been split into Gulf Park Unit 1 and Unit 2 and also the Fountains at Gulf Park
- They intend to sell a duplex property to a single owner and the owner could rent one or both
- They plan on building 140 affordable homes; 4 per acres
- There are minimum size housing requirements in the surrounding developments
- Their plan does not fit in with what is already in the area
- Staff recommends denial of this request
- The proposed zoning change will adversely affect the public interest
- The proposed zoning change is consistent with the Comprehensive Plan
- The proposed zoning change is not compatible with land uses in the surrounding area

David MacKay, 2801 SW College Road, Suite 9, Ocala FL 34474 represented the applicant:

- There are no covenants or restrictions that would restrict an R-2 use on this parcel
- With the medium density R-1 would allow the same number of units that would be allowed in R-2
- It will have water and sewer provided by the city of Belleview
- The setbacks are further in a R-2 structure instead of R-1
- This is not going to be subsidized housing
- It is much more efficient to serve a two unit house than an one unit house
- Good starter homes and homes for retirement
- R-2 will not add any more traffic than the R-1
- The mix of uses in not incompatible

PUBLIC COMMENT:

Dennis Durkin, 9890 SE 64th Avenue, Belleview FL 34420:

- Lives in Phase one of Gulf Park Estates
- Not compatible with the area
- Told the history of Gulf Park Estates

Kat Tuck, 6730 SE 99th Place, Belleview FL 34420:

- Acting President of the Gulf Park Property Owners Association
- Turned in a petition
- Concerned about deteriorating county roads
- Gulf Park pays for the lights
- In Gulf Park they have one to two acres lots
- Belleview Utilities cannot handle the growth
- Both the Fountains and Gulf Park are deed restricted communities
- Their medium home value is $400,000

Zue King, 6315 SE 96th Street, Belleview FL 34420:

- She agrees with everything that has already been said
- The Fountains is all custom built houses
- Concerned about traffic
- They all have HOAs that they have to abide by

Bob Powell, 9909 SE 67th Avenue Road, Belleview FL 34420:

- Concerned about traffic
- This was part of the original plan and was always planned to be single family homes

Todd Basso, 9628 SE 61st Terrace, Belleview FL 34420:

- President of the HOA in the Fountains of Belleview
- The smallest lots are 1/3 of an acre in the surrounding developments

Charles White, 6926 SE 99th Place, Belleview FL 34420:

- The zoning is there to protect the homeowners in the community

Larry Miller, 9865 SE 64th Avenue, Belleview FL 34420:

- He understands that everyone needs a place to live but this is not compatible

Neva Wise, 6670 SE 96th Place Road, Belleview FL 34420:

- Agreed with everything already said
- Concerned about traffic
- Concerned about existing sinkholes on the property

REBUTTAL:
David MacKay, 2801 SW College Road, Suite 9, Ocala FL 34474 represented the applicant:

- A dwelling unit houses one family whether it is two dwelling units under one roof or one dwelling unit under one roof. The same amount of dwelling units either way.
- Whether or not there is a second entrance is the county's decision
- The developer did not place any deed restrictions or covenants on this particular property
- This property is actually intended to be a separate standalone community
- There are no rental restrictions in the county
- It is going to be market rate housing
- It is extremely expensive to build single family structures with water and sewer

PUBLIC COMMENT CLOSED

Planning and Zoning Commission Recommendation
Motion was made by Jerry Lourenco seconded by Andy Bonner to agree with staff's findings and recommendation, and recommend denial of the requested zoning change based on the following findings of fact:

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

The Motion passed 5 to 0

MINUTES:
Motion was made by Jerry Lourenco, seconded by Andy Bonner to approve the minutes of the March 29, 2021 Planning & Zoning Commission meeting.
The motion passed 5 to 0

ADJOURNMENT:
The meeting adjourned at 9:39 PM

_____
Attest: Greg Lord, Chairman

_____
Stephanie Soucey
Administrative Staff Assistant

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3003 **Agenda Date:** 5/18/2021 **Agenda No.:** 15.1.1.

SUBJECT:
210503Z - Thi Nguyen Rev. Living Trust, Thi Nguyen TR, A-1 and Conditional B-5 to RC-1, 11.67 Acres

INITIATOR:
Mary Elizabeth Burgess, Director

DEPARTMENT:
Growth Services

DESCRIPTION/BACKGROUND:
210503Z - Thi Nguyen Rev. Living Trust, Thi Nguyen, TR, 401 SE 80th Street, Ocala, FL 34480, request a Zoning Change, Articles 2 and 4, of the Marion County Land Development Code, from A-1 (General Agriculture) and Conditional B-5 (Heavy Business) to RC-1 (Rural Commercial), for all uses permitted including a plant nursery and a landscape contractor's yard, on the approximate 11.67 Acre "Portion Of" B-5 only, 18 Acres, on Parcel Account Number 41523-000-00.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Both Staff and the P&Z Commission Recommended Approval (ON CONSENT)

MARION COUNTY GROWTH SERVICES

Date: 4/30/2021 | **P&Z: 4/26/2021 BCC: 5/18/2021**

Item/Case Number
210503Z
[CDP-AR# 26364]

Type of Application
Rezoning

Rezoning Request:
From: Conditional B-5 (Heavy Business) (86-R-131).
To: RC-1 (Rural Commercial).

Owner:
Thi Nguyen Revocable Living Trust, Thi Nguyen, TR.

Applicant:
W. James Gooding III, Esq.

Parcel #/Acreage:
Part of 41523-000-00 / ±11.67 acres of an overall ±18 acre parcel.

Future Land Use:
Rural Land.

Zoning History: Case No. 5-869-21; 1986-R-131.

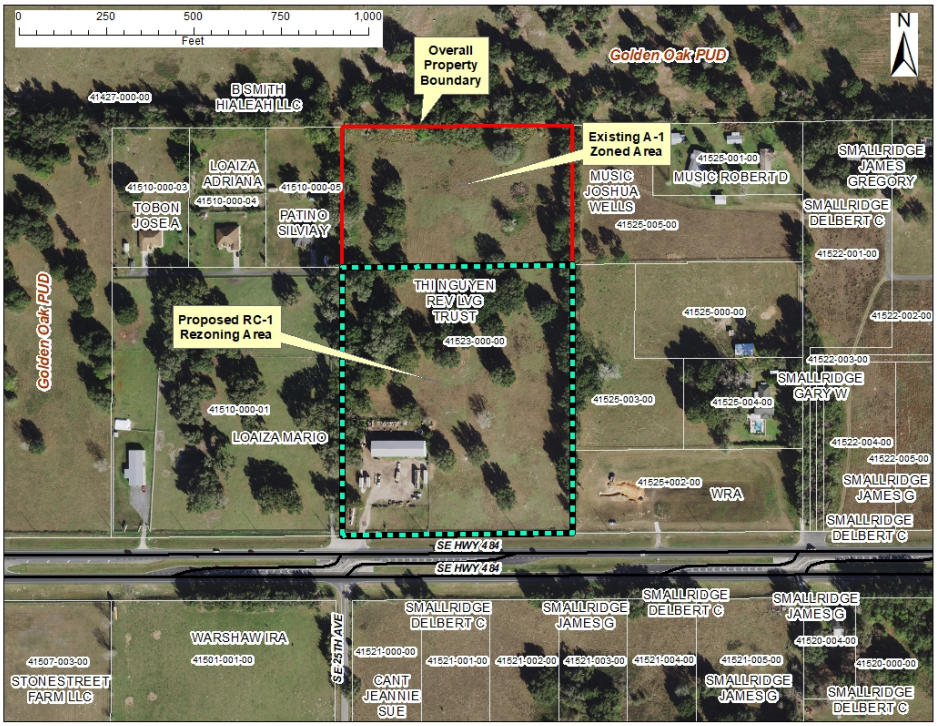
Location: 2601 SE Hwy 484.

Staff Recommendation:
Approval.

P&Z Recommendation:
Approval (ON CONSENT)

Project Planner
Christopher Rison, Senior Planner

Code Enforcement Action:
No active case, however Code Enforcement identified improper



Item Summary

Staff is recommending **Approval** for a rezoning from Conditional B-5 (Heavy Commercial) to RC-1 (Rural Commercial) on ±11.67 acres of a larger ± 18 acre parcel, in accordance with Marion County Land Development Code (LDC), Article 2, Division 7, Zoning *Change*.

Public Notice

Notice of public hearing was mailed to eleven (11) property owners within 300 feet of the overall subject property.

Location

The site is located at 2601 SE Hwy 484, on the north side of SE Hwy 484 west of the Belleview Heights Estates area. There has been no written opposition at the time of this reports distribution.

Request/Background

The overall site totals ±18 acres, with the southern ±11.67 acres fronting on Hwy 484 currently zoned Conditional B-5 with the northern ±6.33 acres zoned A-1 (General Agriculture). The site does not have a Commercial future land use designation and is was not historically authorized or approved for commercial development and is ineligible for general commercial development as that would be inconsistent with the Comprehensive Plan. In response to a number of similarly situated properties, Marion County initiated the RC-1 zoning classification as a potential option for such properties, wherein some commercial uses related to agricultural and rural uses would be permissible. The applicant is requesting an RC-1 zoning in order to accommodate a nursery and landscape contractor's yard that are permitted uses in the RC-1 zone.

development and use of the site without property zoning, site plan, and building permit approvals; prompting the owner/applicant to submit this application.

Policy 2.1.16: Rural Land (RL) This land use designation is intended to be used primarily for agricultural uses, associated housing related to farms and agricultural-related commercial and industrial uses. The base density shall be (1) dwelling unit per ten (10) gross acres, and the designation is a Rural Area land use. The following special provisions shall apply for new development not meeting the base density, as further defined in the LDC:
1. Family Division,
2. Cluster Density Bonus,
3. Hamlets.

LDC Section 4.2.23. – Rural Commercial (RC-1) classification: Intended to provide for agricultural related commercial uses that would be appropriate on Rural Lands not located in a Rural Activity Center. All undeveloped commercial parcels located in the Rural Lands shall rezone to this reclassification prior to applying for development approval.

Further, a nursery is also a permitted use in the A-1 zone that encompasses the northern portion of the overall property.

The site includes a permit-exempted agricultural pole barn (established ±2003) as the site has historically been subject to an agricultural property tax exemption. In December 2020, Growth Services and Building Services staff were advised of improper use of the site and structure to sell hay, feed, etc. not produced on-site in a structure that was not properly permitted for a commercial business. In response, this Rezoning Application has been submitted to request a zoning classification that may accommodate the previously considered use and resolve the land use designation and zoning inconsistency.

The site is surrounded by ag tracts, many with residences and some vacant in agricultural use. The eastern parcel along NW 1st Street includes a residence (1978:988 SF) and the western parcel is vacant. East of the on-site residence is a vacant R-2 lot within the Ocala Ridge Subdivision. South/east of the parcels is the vacant B-2 lot owned in common by the owner. The following table lists the future land use, zoning, and current use of the surrounding properties.

TABLE 1. ADJACENT PROPERTY CHARACTERISITICS

Direction	FLUM Designation	Zoning	Existing Use per Appraiser Property Code
N	Medium Residential	PUD (Planned Unit Development)	Golden Oak PUD (20171107Z)
S	Rural Land	A-1 (General Agriculture)	Single-family Residences and Vacant ag tracts
E	Rural Land	A-1 (General Agriculture)	Vacant ag tracts & Hwy 484 DRA
W	Rural Land	Conditional B-5 (1986-R-131)	Vacant - Ag Building in 2003 (potential similar use/building violations)

The requested RC-1 zoning establish a zoning classification consistent with the site's Rural land use designation, eliminating the consistency conflict while also eliminating the Conditional B-5 zoning, and allow for compatible uses across the owners' overall property holding.

Infrastructure

Parcel access is potentially in place from SE Hwy 484. The Office of the County Engineer Traffic Division notes the RC-1 zoning's limited range of uses will limit the potential trip generation from the site. Formal development for commercial use of the site will require suitable site planning, along with driveway improvements and parking. Depending on the methods of development and studies, if necessary, additional improvements and/or right-of-way may be required to comply with LDC provisions.

TABLE 2. SURROUNDING ROADWAY CONDITIONS

Road	Class.	Maint.	Existing Conditions			
			Surface	No. Lanes	R/W Width	R/W Deficiency
SE Hwy 484	Arterial	County	Paved	4	±185'	±15'

The parcel is outside the Urban Growth Boundary and in the County-wide Secondary Springs Protection Zone. The site is within Marion County Utilities' Service Area. Final connection requirements will be determined with any development proposal.

TABLE 3: UTILITY SERVICES

Utility	*Service Area*
Water	Marion County Utilities (SW Regional WTP)
Sewer	Marion County Utilities (SW Regional WRP)

Analysis

In reaching its decision, the Commission must address the following:

1. **Granting the proposed zoning change will not adversely affect the public interest.** The subject property consists of ±11.67 acres of a ±18 acre site. The requested RC-1 zoning will eliminate a historic area of Conditional B-5 zoning, resolve consistency of the site's zoning with its Rural Land use designation, and establish a zoning class that may compliment the remainder of the site's existing A-1 zoning. Development of the site for permissible commercial uses will be required to comply with LDC regulations for commercial uses, including access, parking, and land use buffers, etc. Granting the rezoning will not adversely affect the public interest.

2. **The proposed zoning change is consistent with the current Comprehensive Plan.** The FLU Map 1: Marion County 2035 Future Land Use Map of the Comprehensive Plan designates the site as Rural Land. Rezoning the site to RC-1 (Rural Community 1) will be consistent with the intensity of use of the Rural Land designation and eliminate an eliminate an area of Conditional B-5 zoning as B-5 is ordinarily an intense Urban Area zoning classification. Development of the site will be subject to compliance with current LDC and state requirements (e.g., water, sewer, access, etc.) and granting the rezoning will be consistent with the Comprehensive Plan.

3. **The proposed zoning change is compatible with land uses in the surrounding area.** Adjoining properties are typically agricultural tracts that are vacant, with one adjoining tract being a SE Hwy 484 drainage retention area (DRA). Site development will be required to provide land use buffers along roadways and to adjoining properties, increasing buffer requirements should site be occupied by residential homes at the time commercial development is initiated. The proposed RC-1 zoning will be compatible with land uses in the surrounding area.

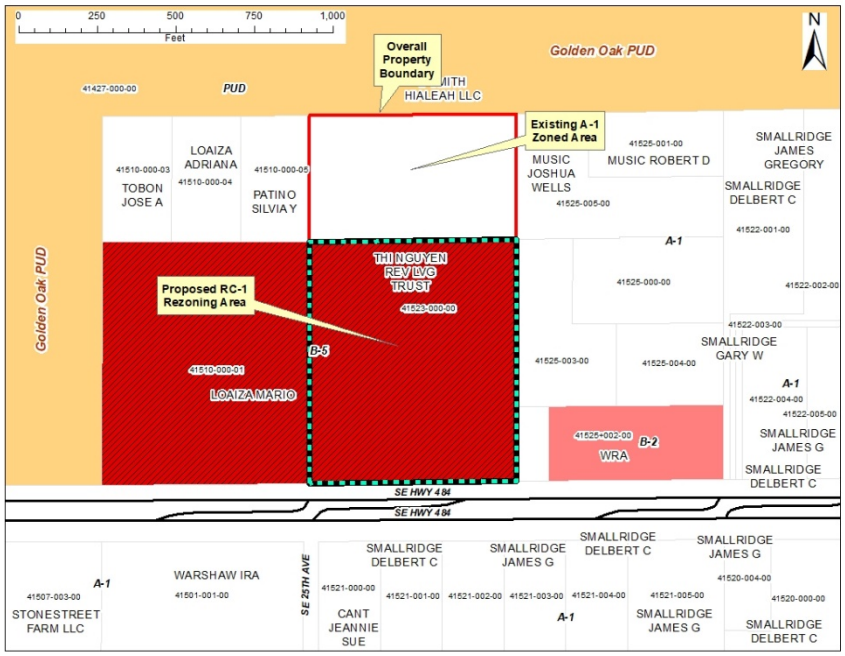
STAFF RECOMMENDATION: APPROVAL

PLANNING & ZONING COMMISSION RECOMMENDATION: APPROVAL(ON CONSENT)

EXPANDED AREIAL



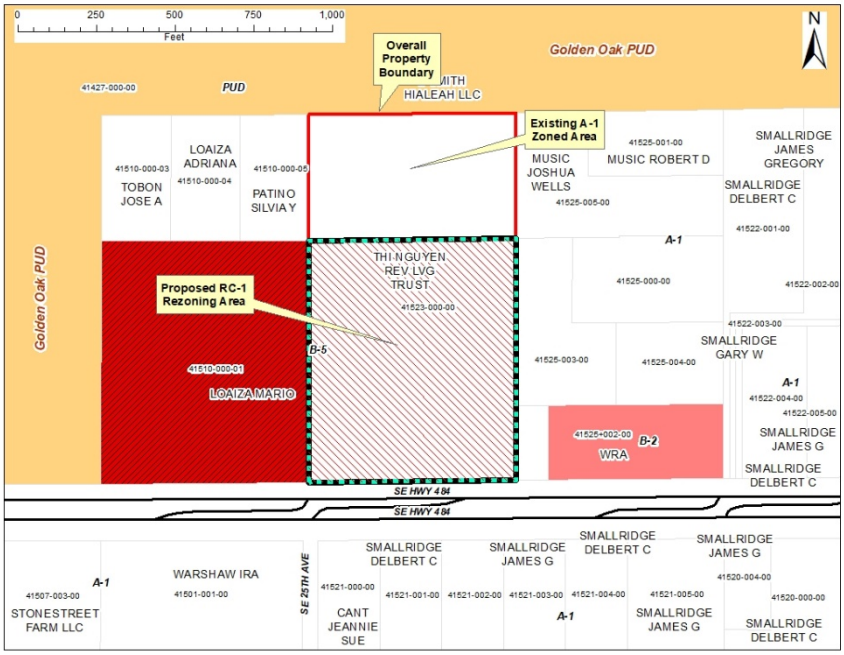
CURRENT ZONING



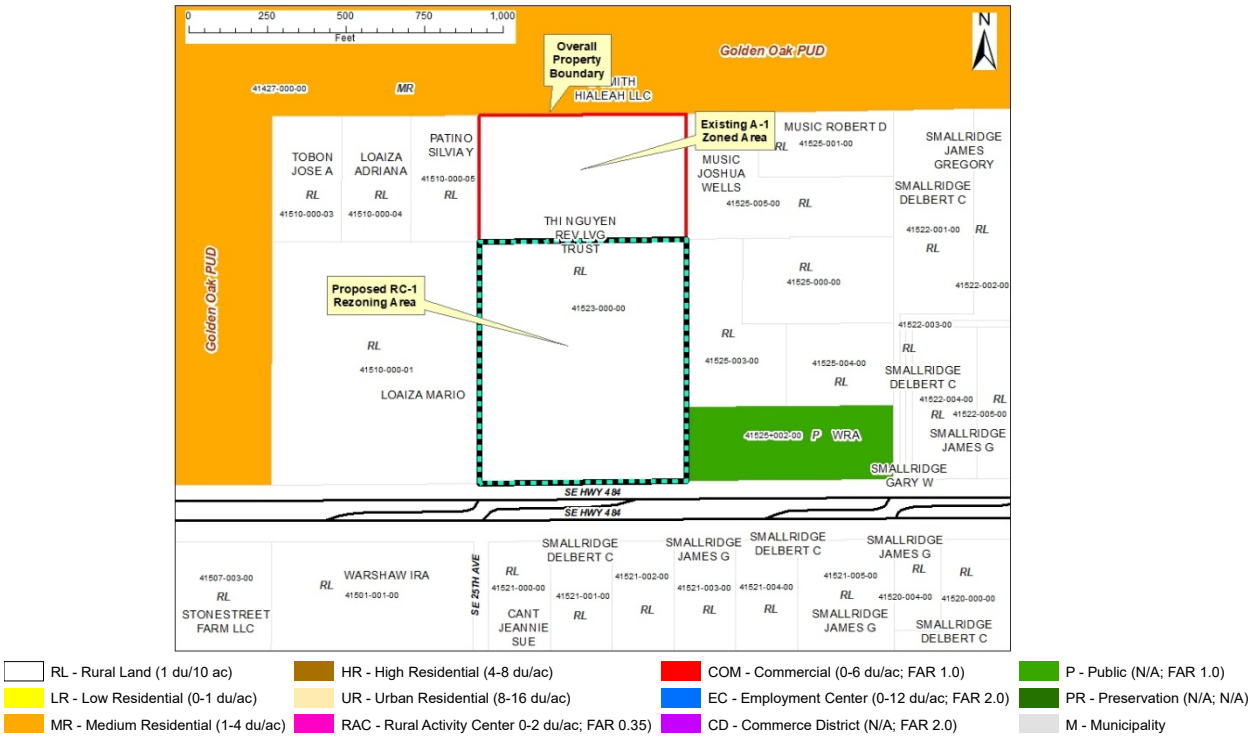
ZONING DISTRICT

A-1 General Agriculture	R-3 Multiple Family Dwelling	R-O Residential Office	RI Rural Industrial
A-2 Improved Agriculture	R-4 Residential Mixed Use	B-1 Neighborhood Business	M-1 Light Industrial
A-3 Residential Agricultural Estate	MH Manufactured Housing	B-2 Community Business	M-2 Heavy Industrial
RR-1 Rural Residential	P-MH Mobile Home Park	B-3 Specialty Business	I-C Industrial Complex
R-E Residential Estate	P-RV Recreational Vehicle Park	B-4 Regional Business	G-U Government Use
R-1 Single-Family Dwelling	RR Recreational Resort	B-5 Heavy Business	R-PUD Residential Planned Unit Development
R-2 One-and Two-Famiy Dwelling	RAC Rural Activity Center	RC-1 Rural Commercial	PUD Planned Unit Development

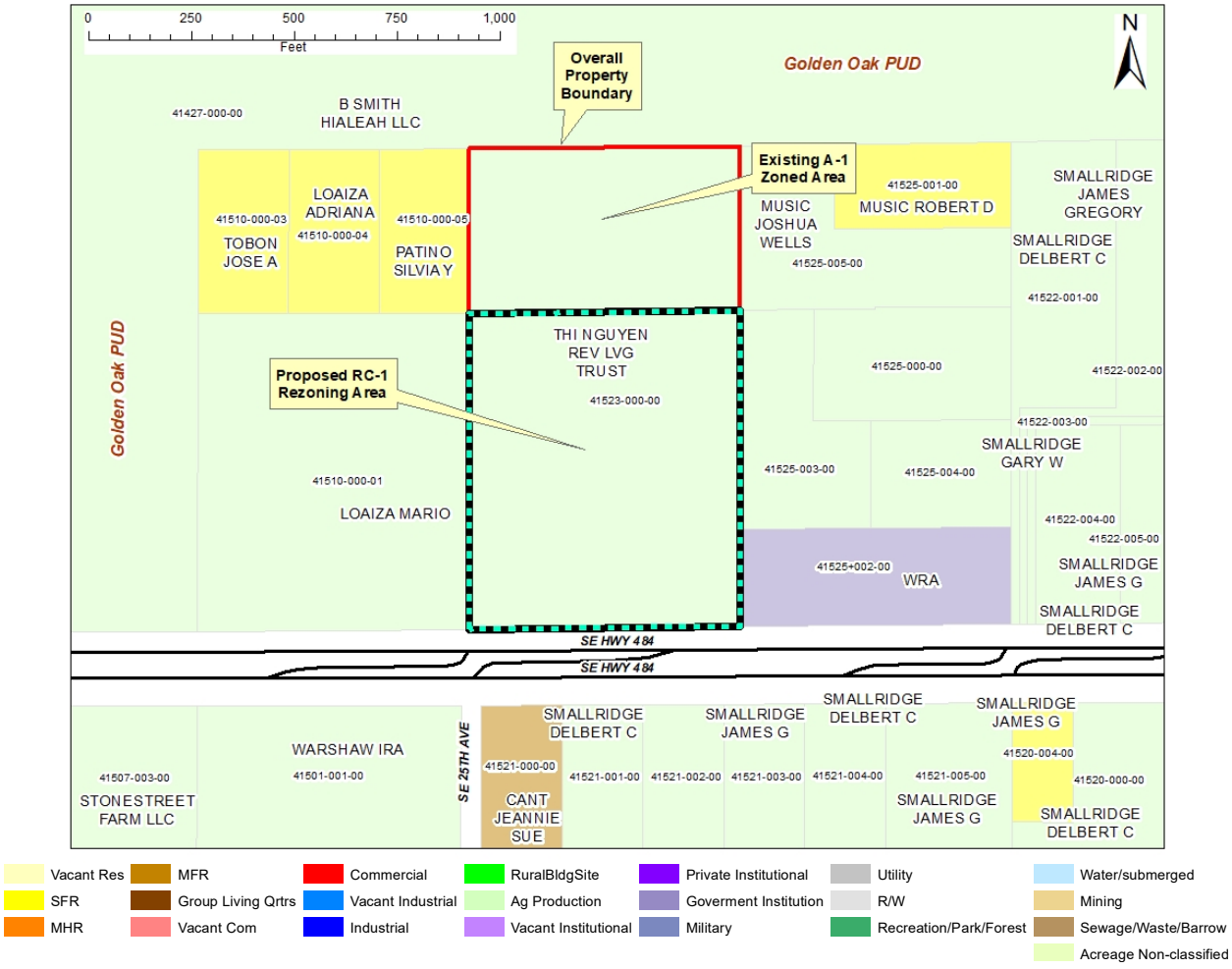
PROPOSED ZONING



CURRENT FUTURE LAND USE DESIGNATION



EXISTING USE PER MARION COUNTY PROPERTY APPRAISER PROPERTY CODE



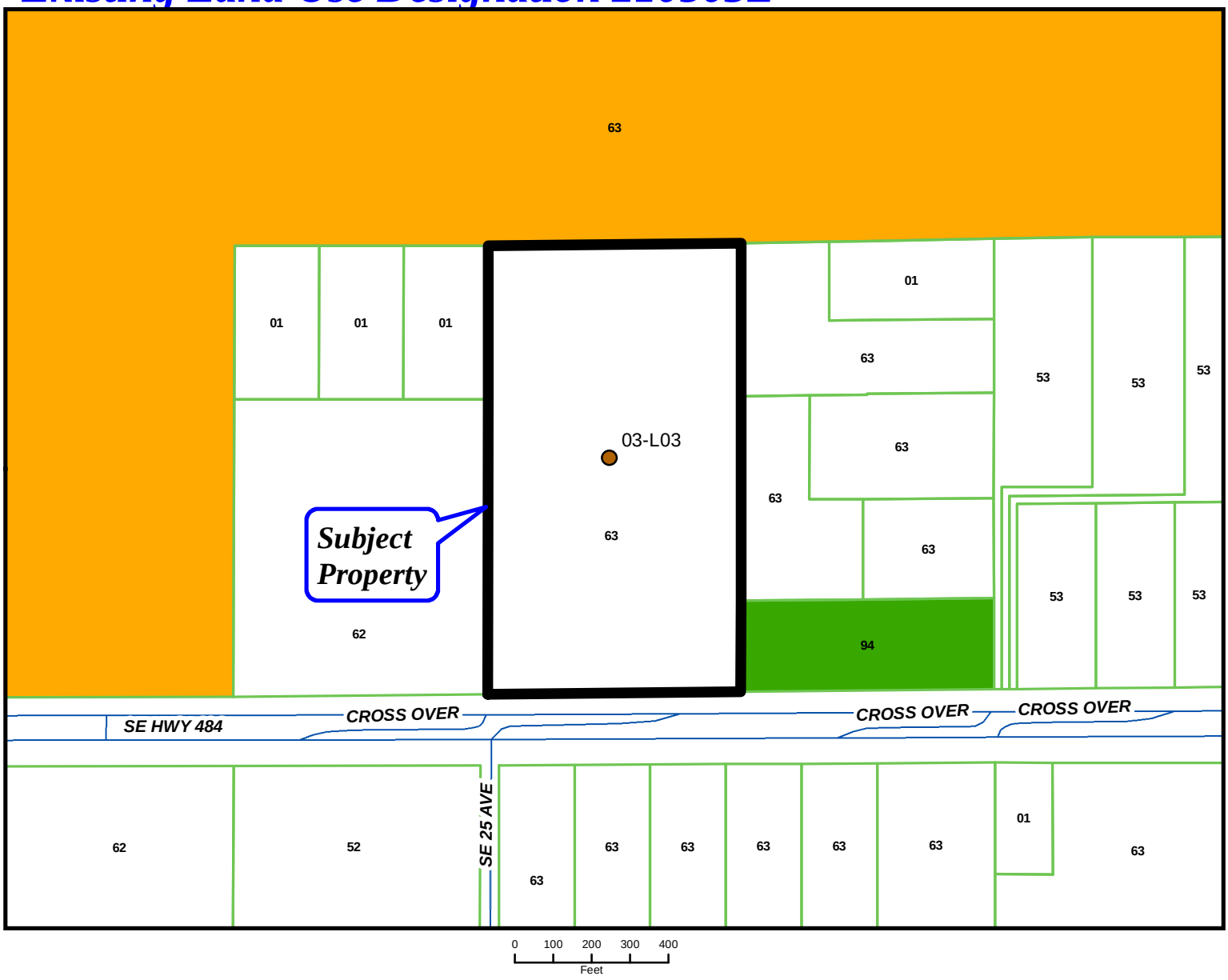
Aerial: 210503Z



N

0 100 200 300 400
Feet

Existing Land Use Designation 210503Z



Use per MC Property Appraiser	
01	Single Family Res
50-69/99	Agricultural
00/10/40/70	Vacant
71	Church
02	Mobile Home
06-07/11-39	Commercial
41-49	Industrial
83-98	Public
82	Recreation
03-05/08	Multi-Family
77	Club/Lodge/Union Hall

OWNER(S): Thi Nguyen Revocable Living Trust - c/o Thi Nguyen, TR

AGENT: W. James Gooding III, Esq.

PARCEL(S): 41523-000-00

All provided GIS data is to be considered a generalized spatial representation, which is subject to revisions. The feature boundaries are not to be used to establish legal boundaries. For specific visual information, contact the appropriate county department or agency. The information is provided visual representation only and is not intended to be used as legal or official representation of legal boundaries.

N

Legend

- All Amendments
- **Policy 1.20**
- Rural Land (1 du/10 ac)
- Low Residential (0 - 1 du/ac)
- Medium Residential (1 - 4 du/ac)
- High Residential (4 - 8 du/ac)
- Farmland Preservation Area
- Urban Residential (8 - 16 du/ac)
- Rural Activity Center (0 - 2 du/ac; FAR 0.35)
- Rural Community (0 - 3 du/ac; FAR 0.70)
- Commercial (0 - 6 du/ac; FAR 1.0)
- Environmentally Sensitive Overlay Zone (ESOZ)
- Employment Center (0 - 12 du/ac; FAR 2.0)
- Commerce District (N/A; FAR 2.0)
- Public (N/A; FAR 1.0)
- Preservation (N/A; N/A)
- Municipality

210503 Z

AR#: 26364

PA#: 41523-000-00

Marion County
Board of County Commissioners

Growth Management • Zoning

2710 E. Silver
Springs Blvd. Ocala,
FL 34470
Phone: 352-438-2675
Fax: 352-438-2676

APPLICATION FOR ZONING CHANGE

Application No.: 210503 Z

The undersigned hereby requests a zoning change of the Marion County Land Development Code, Article 4, Zoning, on the below described property and area, from B-5 to RC-1, for the intended use of a plant nursery, landscape's contractor's yard and other permitted uses.

Legal description: (please attach a copy of the deed and location map)

Parcel account number(s): 41523-000-00

Property dimensions: ~770' (N-S) x ~660' (E-W) **Total acreage:** 11.67 (out of total 18 acres). "Portion of" ✓

Directions: See attached. Situs: 2601 SE Hwy 484, Belleview, FL

The property owner must sign this application unless he has attached written authorization naming an agent to act on his/her behalf.

Thi Nguyen as Trustee of the Thi Nguyen Revocable Living Trust, u/d/t 3/28/01
Property owner name (please print)
401 SE 80th Street
Mailing address
Ocala, FL 34480
City, state, zip code
(352) 895-6409
Phone number (please include area code)
Email address: thi.v.nguyen@lmco.com

Signature

W. James Gooding III, Esq.
Applicant or agent name (please print)
1531 SE 36th Avenue
Mailing address
Ocala, FL 34471
City, state, zip code
(352) 867-7707
Phone number (please include area code)
Email address: jgooding@ocalalaw.com

Signature

Please note: the zoning change will not become effective until 14 days after a final decision is made by the Marion County Board of County Commissioners. The owner, applicant or agent is encouraged to attend the public hearing where this application will be discussed. If no representative is present and the board requires additional information, the request may be postponed or denied. Notice of said hearing will be mailed to the above-listed address(es). All information given by the applicant or agent must be correct and legible to be processed. The filing fee is $1,000.00, and is non-refundable. For more information, please contact the Zoning Division at 352-438-2675.

****

FOR OFFICE USE ONLY

Rev. 07/02/2019

RECEIVED BY CDR

DATE: 3/2/21

ZONING MAP NO.: 201

LAND USE: RURAL

ZONING: B-5 (+ A-1)
"C-2" - 5-869-21
86-R-131

SEC/TWP/RGE: 10, 17, 22

PJ. 2011110030
AR 26364

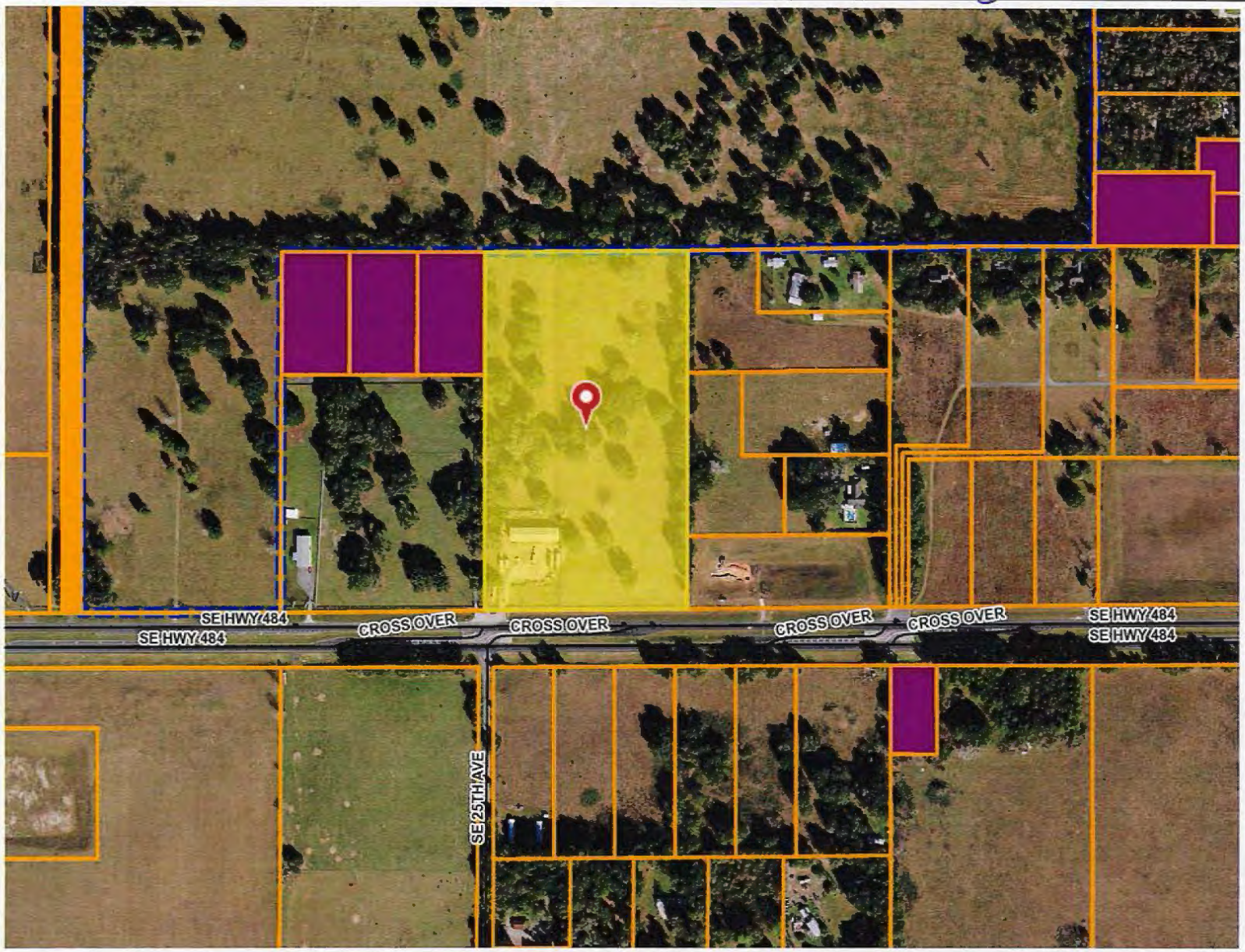
Sec. 10-17-22

"Meeting Needs by Exceeding Expectations"

www.marioncountyfl.org

Marion County | Growth Services Viewer | Map Title

2105032





Legend

- Urban Growth Boundary
- Address Search Results
- Streets
- Parcels
- Environmentally Sensitive Ove
- Family Divisions
- Zoning Changes
  - Reasonable Accomodations
  - Special Use
  - Variance
  - Zoning Special Use
  - Zoning
- Municipalities
- Marion County

1: 5,835

1 in = 0.09 Miles

N W E S

Notes

Creation Date: 3/4/2021

0.2 0 0.09 0.2 Miles

Projected Coordinate System: NAD_1983_StatePlane_Florida_West_FIPS_0902_Feet

Created By:

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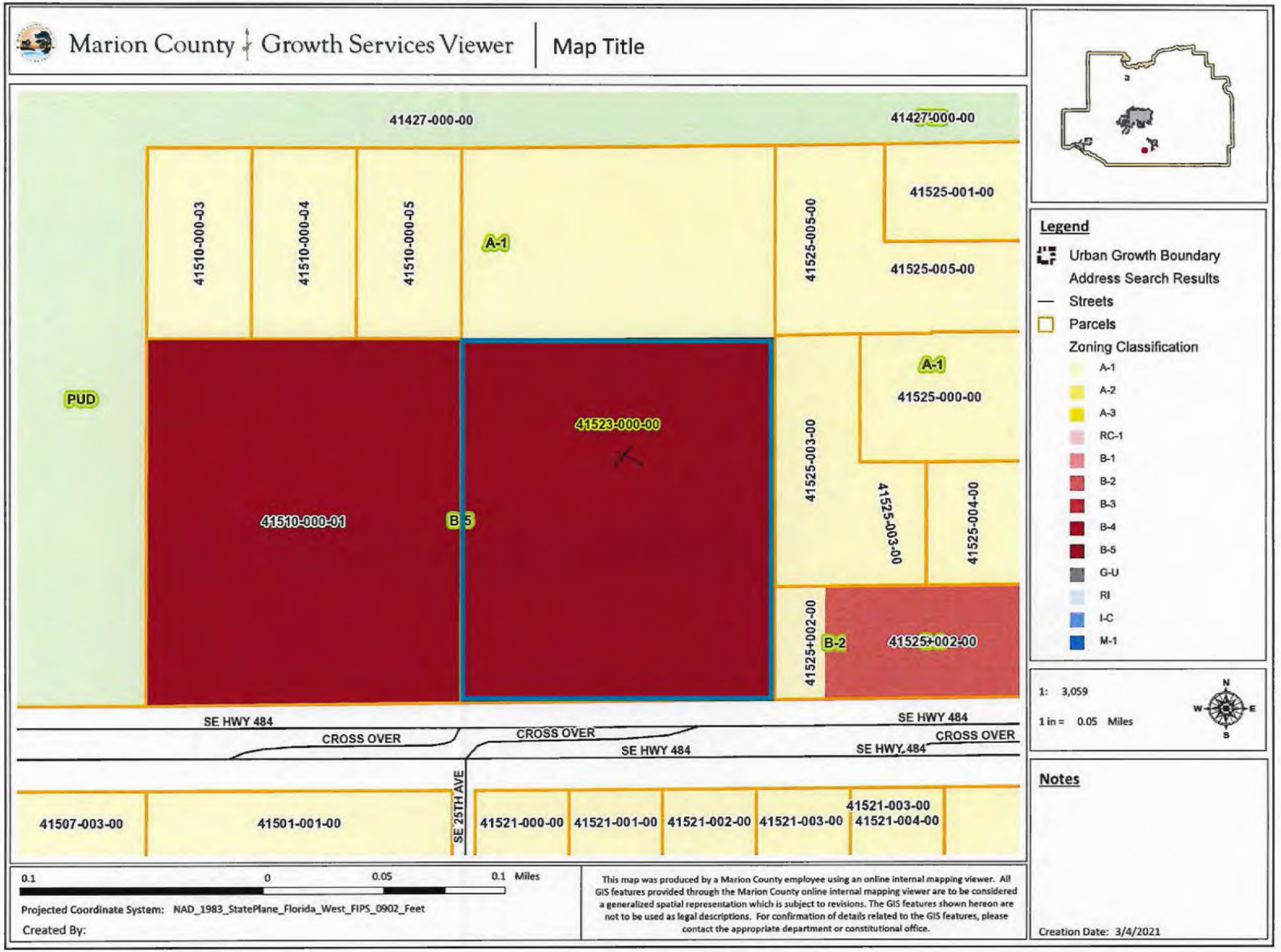
Marion County | Growth Services Viewer
Map Title
41427-000-00
41427-000-00
41510-000-03
41510-000-04
41510-000-05
A-1
41525-005-00
41525-001-00
41525-005-00
PUD
41523-000-00
A-1
41525-000-00
41525-003-00
41525-003-00
41525-004-00
41510-000-01
B-5
41525+002-00
B-2
41525+002-00
SE HWY 484
CROSS OVER
CROSS OVER
SE HWY 484
SE HWY 484
CROSS OVER
SE 25TH AVE
41507-003-00
41501-001-00
41521-000-00
41521-001-00
41521-002-00
41521-003-00
41521-003-00
41521-004-00
Legend
Urban Growth Boundary
Address Search Results
Streets
Parcels
Zoning Classification
A-1
A-2
A-3
RC-1
B-1
B-2
B-3
B-4
B-5
G-U
RI
I-C
M-1
1: 3,059
1 in = 0.05 Miles
N
W
E
S
Notes
Creation Date: 3/4/2021
0.1 0 0.05 0.1 Miles
Projected Coordinate System: NAD_1983_StatePlane_Florida_West_FIPS_0902_Feet
Created By:
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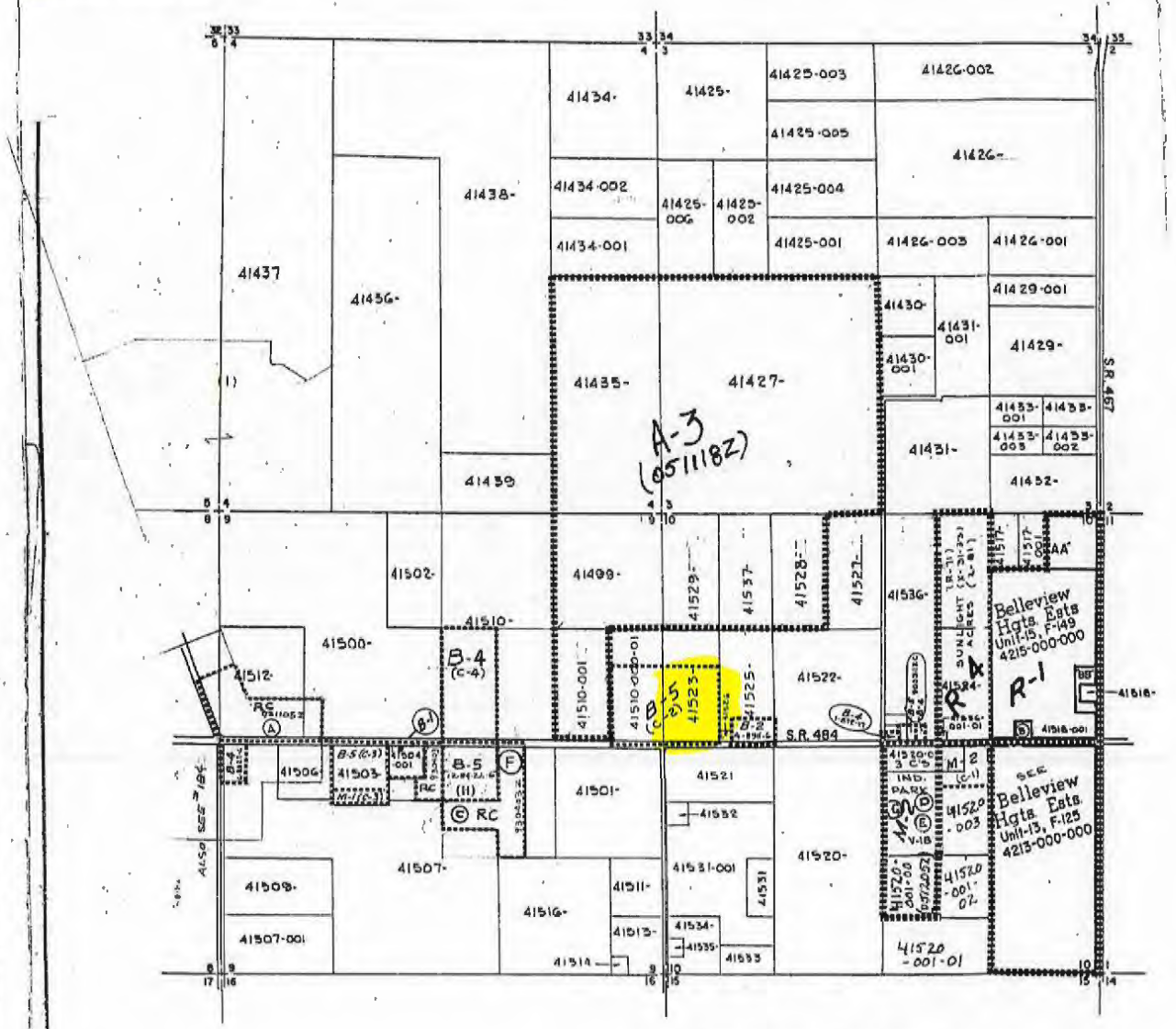
Land Use Designation Map

MARION COUNTY, FLORIDA

(A) S.E. 08-87-02
(B) S.E. 08-88-03
(C) VAR. 930704 V
(D) S.U. 941205SU (Lot 4,Blk.B)
(E) VAR. 951003 V (Lots 4-6,Blk.1)
(F) S.U. 960116SU (96R-15)
(G) VAR. 970202 V (Lot 2,Blk.B)
(H) Var 060604V (41505-000-00)
(I)130704SU (13R-243)41437-001-00

(C-1)- 1-BGI-ID (BGR-14)
(C-2)- 5-BGS-21 (BGR-151)
(C-3)- 6-8113-19 (BYR-93)
(C-4)- 7-0110-21C (90R-36)



'AA' Belleview Hgts. Ests., Unit-20, G-72, 4220-000-000
'BB' Belleview Hgts. Ests., Unit-20 Replat, G-32, 4215-000-000

ADM.. REV.
5-21-82
7-1-85
9-12-88
3-6-04

Check Belleview Heights Estates folder in "RESEARCH" drawer for recognized "3-lot" combination.

FEET 0 1/4 MILE 1320 1/2 MILE 2640 FEET

SCALE: 1"= 1320' (1/4 MILE)

PARCEL NUMBERS
REVISED: 1976 Roll

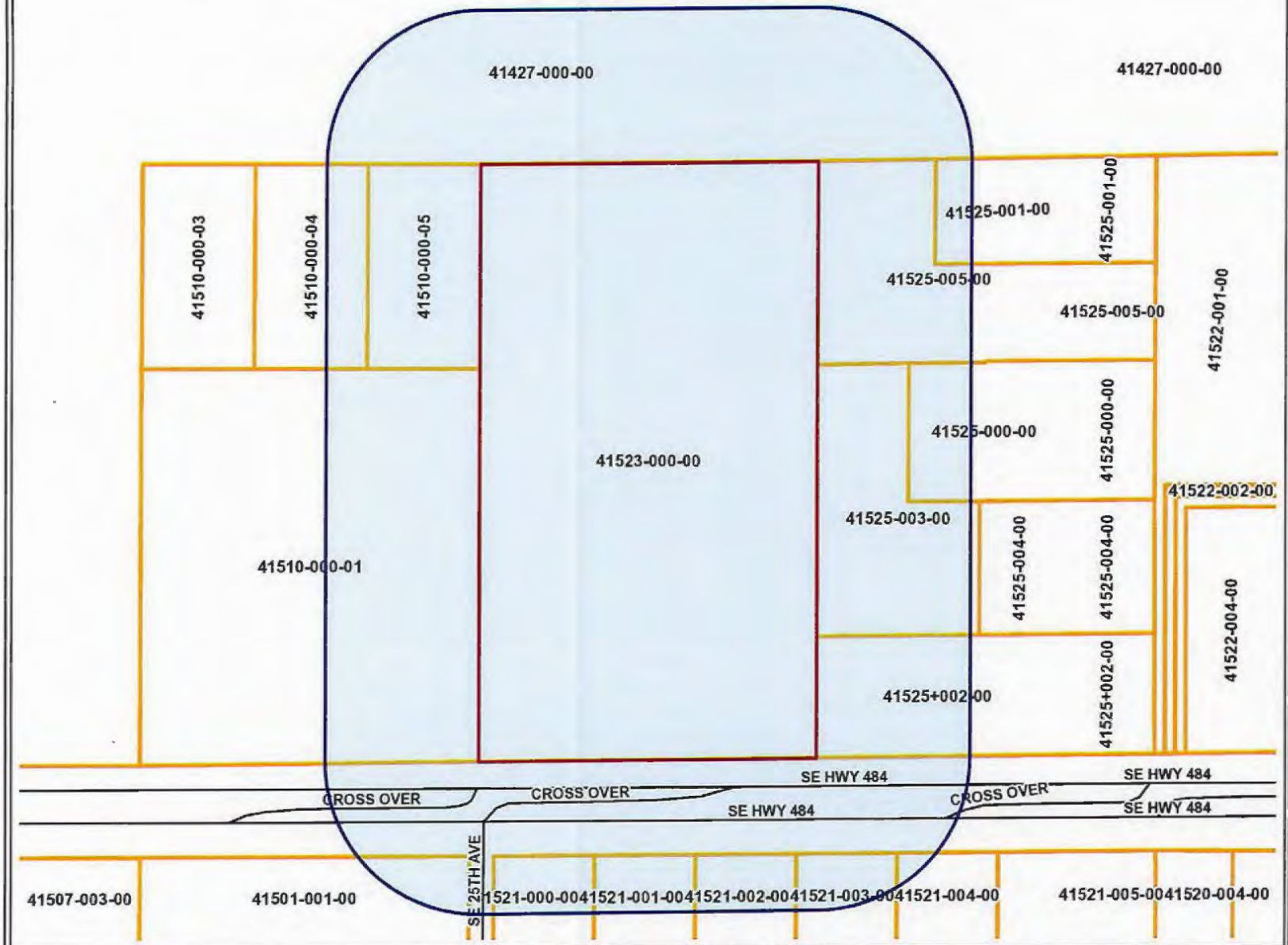
RANGE 22 | TOWNSHIP 17 | 201 | 3,4,9,10 SECTION

SHEET NUMBER
20
201

N

SHEET UPDATED: JUL 13

Marion County Growth Services Viewer | 210503Z - THI NGUYEN REV LIVING TRUST





Legend

- Urban Growth Boundary
- Address Search Results
- Streets
- Parcels
- Municipalities
- Marion County

1: 3,563

1 in = 0.06 Miles

N W E S

Notes

C/O: THI NGUYEN, TR
AGENT: W. JAMES GOODING III, ESQ

Creation Date: 3/15/2021

0.1 0 0.06 0.1 Miles

Projected Coordinate System: NAD_1983_StatePlane_Florida_West_FIPS_0902_Feet

Created By: dp

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Sec. 4.2.23. - Rural Commercial (RC-1) classification.

A. Intent of classification. The Rural Commercial classification is intended to provide for agricultural related commercial uses that would be appropriate on Rural Lands not located in a Rural Activity Center. All undeveloped commercial parcels located in the Rural Lands shall rezone to this reclassification prior to applying for development approval.

B. Permitted Uses:

Agricultural chemical, fertilizer sales, including application companies

Agricultural farm equipment, tools, implements, machinery, including lease, repair, new, used

Agricultural gypsum, lime, ground limestone, sulfur

Agricultural uses as an interim use, excluding livestock

Bait and tackle, sporting goods

Bank, credit union, financial and loan

Blacksmith or farrier shops

Bottled gas cylinder refilling

Church, Places of Worship

Convenience store, gas station

Dude ranch, riding academy

Dwelling Units for owner or employee

Farm building, construction yard

Farm irrigation, equipment sales, installation, and repair

Farm produce, sales, packing, crating, shipping, retail, wholesale

Farm storage structures, including manufacturing and installation

Farm supplies including seed, feed, fertilizer, fencing posts and tack

Grain elevator

Gun store

Hardware store

Hatchery, fish, or fowl, wholesale

Horse trailers and farm wagons, including repair and manufacturing

Professional office

Parking of commercial vehicles used for the permitted business purposes as an accessory use

Plant nursery, landscape contractor's yards, retail, wholesale

Produce sales, outside

Restaurants

Storage warehouse for farm products

Veterinary office and supplies

C. Special Use (requiring permit):

Animal or marine fats and oils, manufacturing, rendering

Assembly and fabrication of goods using components manufactured elsewhere and brought to the site

Construction or contractor's yard

Gas meter facility and supply lines, high-pressure, except where such permits are pre-empted by state or federal regulations

Horses or cattle, not a sales operation (See special lot area and number requirements in Sec. 4.2.6.F)

Kennel, outdoor

Limerock, phosphate, clay processing

Parking of commercial vehicles in excess of 16,000 lbs. not used by permitted business

Sewage treatment plants with an inflow exceeding 5,000 gallons per day

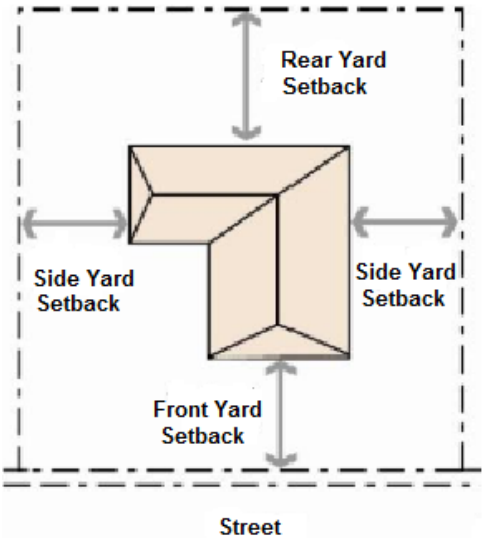
Sports facilities, which may include tennis facility, archery range, racquet ball facility or swimming club facility

Sprayfields or other type of effluent disposal area when application rate exceeds 5,000 gallons per day, if allowed by law

Utility company service yards

Water wellfields

D. Development Standards:



Maximum Density Permitted: 1 du per shop or store

Minimum Lot Area: None

Minimum Lot Width: None

Maximum Building Height: 50 feet

Maximum Floor Area: 0.30

E. Setbacks:

Minimum Front Setback: 40 feet

Minimum Side Setback: 10 feet

Minimum Rear Setback: 25 feet

Accessory Structures: gas pumps or islands require a 25 feet setback; gas pump canopies may protrude 10 feet into a required setback.

F. Special Requirements:

(1) All setbacks shall be measured from the outside wall of buildings or structures and from the concrete curb surrounding gas pumps; however, eaves, roof overhangs, or pilasters may protrude two feet into a required setback.

(2) All uses allowed in this zoning classification shall be located within an enclosed structure with the following exceptions:

(a) Farm building construction yard, bulk gypsum, lime, ground limestone or sulfur, farm storage structures, farm equipment, implements and supplies, and similar uses with outdoor activities and outside storage of materials. Components and finished goods shall be fenced and screened from view from surrounding properties.

(b) Temporary storage or parking of farm tractors, machinery and equipment, farm irrigation equipment, horse trailers and farm wagons, which are for inventory or in for repair, shall

be in areas where they are screened from view from adjacent properties having dissimilar land uses.

(c) The display of farm tractors, machinery and equipment, farm irrigation equipment, horse trailers and farm wagons, which are for sale or lease, may be exhibited in the front setback.

G. Buffering Requirements: The table below is a modified version of Table 6.8-2 of the Land Development Code and provides the type of buffer required between a proposed use and an existing use, or in the absence of an existing use. Refer to Section 6.8.6 for additional requirements.

Land Use Buffer Requirements		**Existing or Permitted Land Use**						
		AG	**SFR**	**MF**	**COM**	**IND**	**PUB**	**ROW**
Proposed Use	**COM**	D	B	B	-	E	C	C
	PUB	E	B	C	C	C	-	C
	IND	B	B	B	B	-	B	C/D*
	AG	-	-	-	-	-	-	-

*D Type Buffer if residential adjacent to ROW

Screening/Landscape Buffer Requirements for every 100 Lineal Feet					
Buffer Type	**Required Width**	**Number of Trees**	**Shrubs & Ground Coverage**	**Wall Required**	**Additional Requirement/Notes**
B	20'	2 shade/3 understory	50%	yes	

C	15'	2 shade/3 understory	50%	no	Shrubs and groundcover excludes turfgrass and must have a min. height of 3 ft. within 1 yr. of planting
D	15'	2 shade/3 understory	25%	yes	
E	5'	4 shade trees	shrubs only	no	Shrubs shall be planted in a double-staggered row and reach a maintained height of 6 ft. in 3 yrs.

(Ord. No. 17-08, § 2(Exh. A), 4-11-2017)

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3005 **Agenda Date:** 5/18/2021 **Agenda No.:** 15.1.2.

SUBJECT:
210504Z - Harry Hatton Straker, Jr. R-E to A-1, 14.35 Acres

INITIATOR:
Mary Elizabeth Burgess, Director

DEPARTMENT:
Growth Services

DESCRIPTION/BACKGROUND:
210504Z - Harry Hatton Straker, Jr., 510 Freeman Street, Longwood, FL 32750, request a Zoning Change, Articles 2 and 4, of the Marion County Land Development Code, from R-E (Residential Estate) to A-1 (General Agriculture), for all uses permitted, on approximately 14.35 Acres, on Parcel Account Number 11535-000-05.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Both Staff and the P&Z Commission Recommended Approval (ON CONSENT)

MARION COUNTY GROWTH SERVICES

Date: 4/30/2021 | **P&Z: 4/26/2021 BCC: 5/18/2021**

Item/Case Number
210504Z
[CDP-AR# 26279]

Type of Application
Rezoning

Request
From R-E Residential Estate to A-1 General Agriculture, for all permitted uses

Owner
Harry Hatton Straker, Jr.

Parcel #/Acreage
11535-000-05 / 14.35 acres

Future Land Use
Low Density Residential

Existing Zoning
R-E Residential Estate

Staff Recommendation
Approval

P&Z Recommendation:
Approval (ON CONSENT)

Project Planner
Dan Zhu, Planner II



Item Summary
Staff is recommending **Approval** for a rezoning from R-E Residential Estate, 14.35 acres to A-1 General Agriculture for all permitted uses. The change in zoning will not adversely affect the public interest and is consistent with the current Comprehensive Plan. The request is also compatible with land uses in the surrounding areas. The development of the site will be required to comply with the Land Development Code.

Public Notice
Notice of public hearing was mailed to 15 property owners within 300 feet of the subject property. There has been no written opposition at the time of this report's distribution.

Background

Location
The subject property is located on the north of NE HWY 314, adjacent to Lake Kerr on its south, west of the subdivision Ker South.

The following table summarizes adjacent future land use designations, zoning districts and existing uses:

ADJACENT PROPERTY CHARACTERISITICS			
Direction of Adjacency	**Future Land Use Designation**	**Zoning**	**Existing Use/MCPA Property Class**
North	Natural Reservation	State of Florida	(95) River/Lake/Submerged
South	Rural Land	A-1 General Agriculture	(54-59) Timber
West	Low Density Residential	A-1 General Agriculture	(54-59) Timber
East	Low Density Residential	A-1 General Agriculture	(51-53) Cropland

Infrastructure

The access to the site is from NE HWY 314.

ROADWAY STATUS AND CONDITIONS						
Road	Class	Maint. Entity	Existing Conditions			
			Surface	No. Lanes	R/W Width	R/W Deficiency
NE HWY 314	Collector	County	Paved	2	120’	0’

Request:

The applicant is requesting to rezone from R-E Residential Estate to A-1 General Agriculture, for all permitted uses. The intent of the rezoning is for agricultural use to include planted pines, various fruit and citrus trees, and reforestation for wildlife habitat.

Analysis:

The subject property is located on the north of NE HWY 314 and west of subdivision Ker South, adjacent to Lake Kerr on its south. It is within the Environmentally Sensitive Overlay Zone and secondary Springs Protection Zones and less vulnerable category under the Marion County Aquifer Vulnerability Assessment. The subject property had requested rezoning from A-1 to RE in 2001, which was approved. This application is to request rezoning from RE back to A-1.The site is in the Ocala National Forest, outside of the utility

providers' closest available water and sewer. It is surrounded by A-1 properties on its west, east and across the street of NE HWY 314.

The application has been reviewed by the County's Development Review Committee (DRC). The following comments were noted:

Engineering/Dev Review: Stormwater is not opposed to the Rezoning. The applicant should be advised that a Major Site Plan or waiver is required when the existing and proposed impervious coverage exceeds 9,000sf. The site is in the Environmentally Sensitive Overlay Zone for Lake Kerr. Additional water quality requirements apply for the site. If site is used for agricultural activities, please consider enrolling in the FDACS BMP program. Farms enrolled in the BMP program have presumed compliance with State water quality standards.

Engineering/Traffic: The change from R-E to A-1 will not result in a significant change in traffic.

Utilities: Parcel within Marion County Utilities public service area but outside connection distance to utility provider's closest available water or sewer at this time. When water or sewer become available from the public utility provider, parcel shall connect to respective service(s) within 365 days of notification. Not within any primary springs protection zone.

Zoning: Subject property has LR land use and R-E zoning. The R-E was established via 010603Z, 06/18/2001. Property entirely within ESOZ; any development towards water front will require an ESOZ site plan.

In reaching its decision, the Commission will find:

a. Granting the proposed zoning change will not adversely affect the public interest. The subject property is surrounded by A-1 General Agriculture on its adjacent west and east, and across the street of NE HWY 314. The proposed rezoning is consistent with the surrounding area and is not anticipated to adversely affect the public interest.

b. The proposed zoning change is consistent with the current Comprehensive Plan. The Marion County 2045 Future Land Use Map of the Comprehensive Plan designates the subject property as Low Residential. According to Policy 2.1.17, the density range shall be up to one (1) dwelling unit per one (1) gross acre. There is no minimum density for the Low Residential FLU; this parcel is 14.35 acres and does meet the minimum 10-acre A-1 zoning requirement.

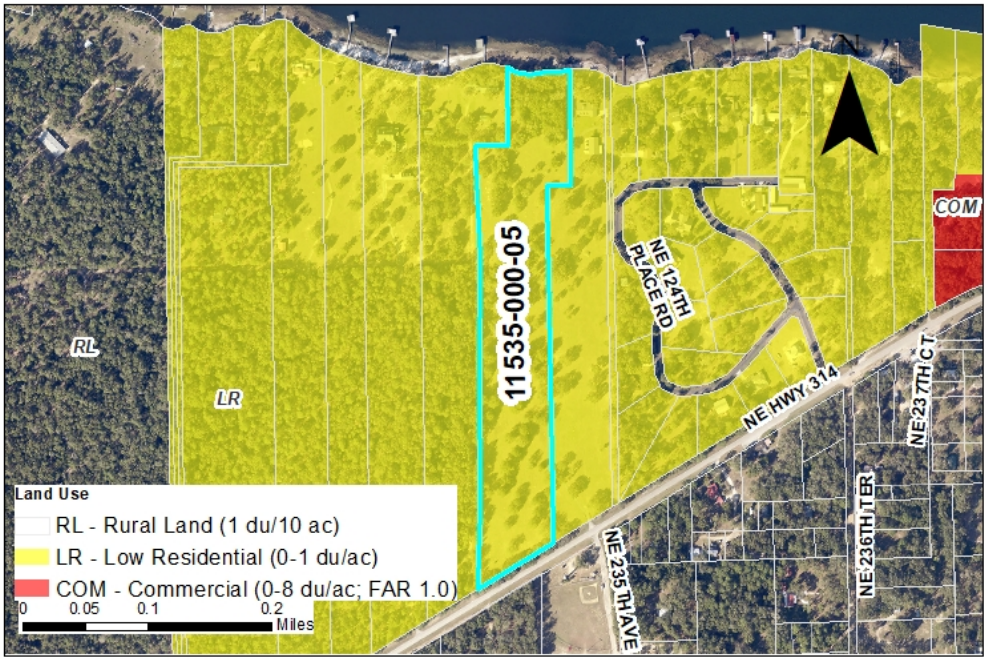
c. The proposed zoning change is compatible with land uses in the surrounding area. The proposed rezoning to A-1 is consistent with land use of vicinity properties. Allowing the subject property to rezone to A-1 is consistent with the surrounding area and the long-term plan for the area.

STAFF RECOMMENDATION: APPROVAL
PLANNING & ZONING COMMISSION RECOMMENDATION: APPROVAL (ON CONSENT)

Zoning (The subject property is zoned R-E, Residential Estate)



Future land use (The subject property has low residential.)



The subject property



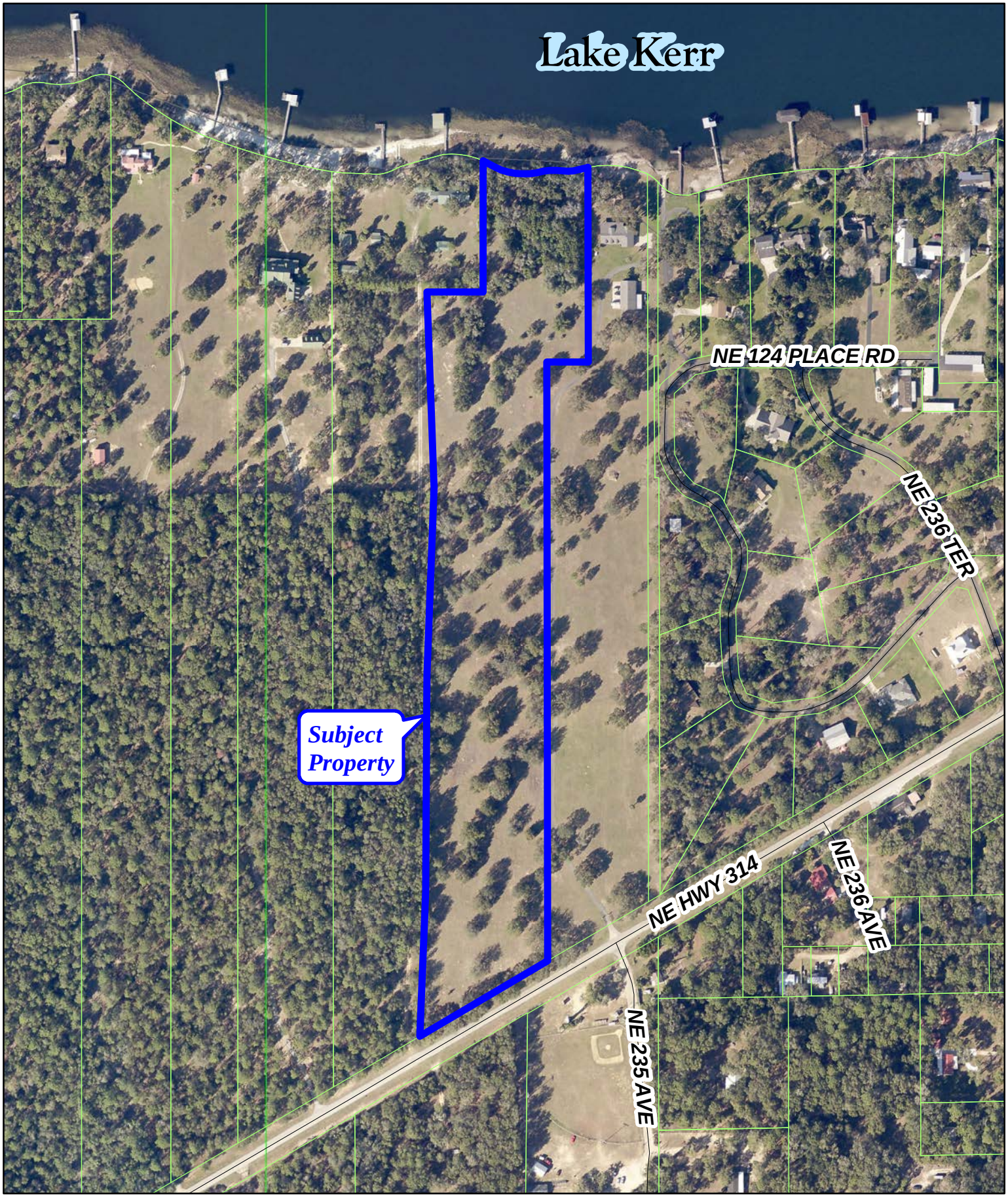
The property access



NE HWY 314

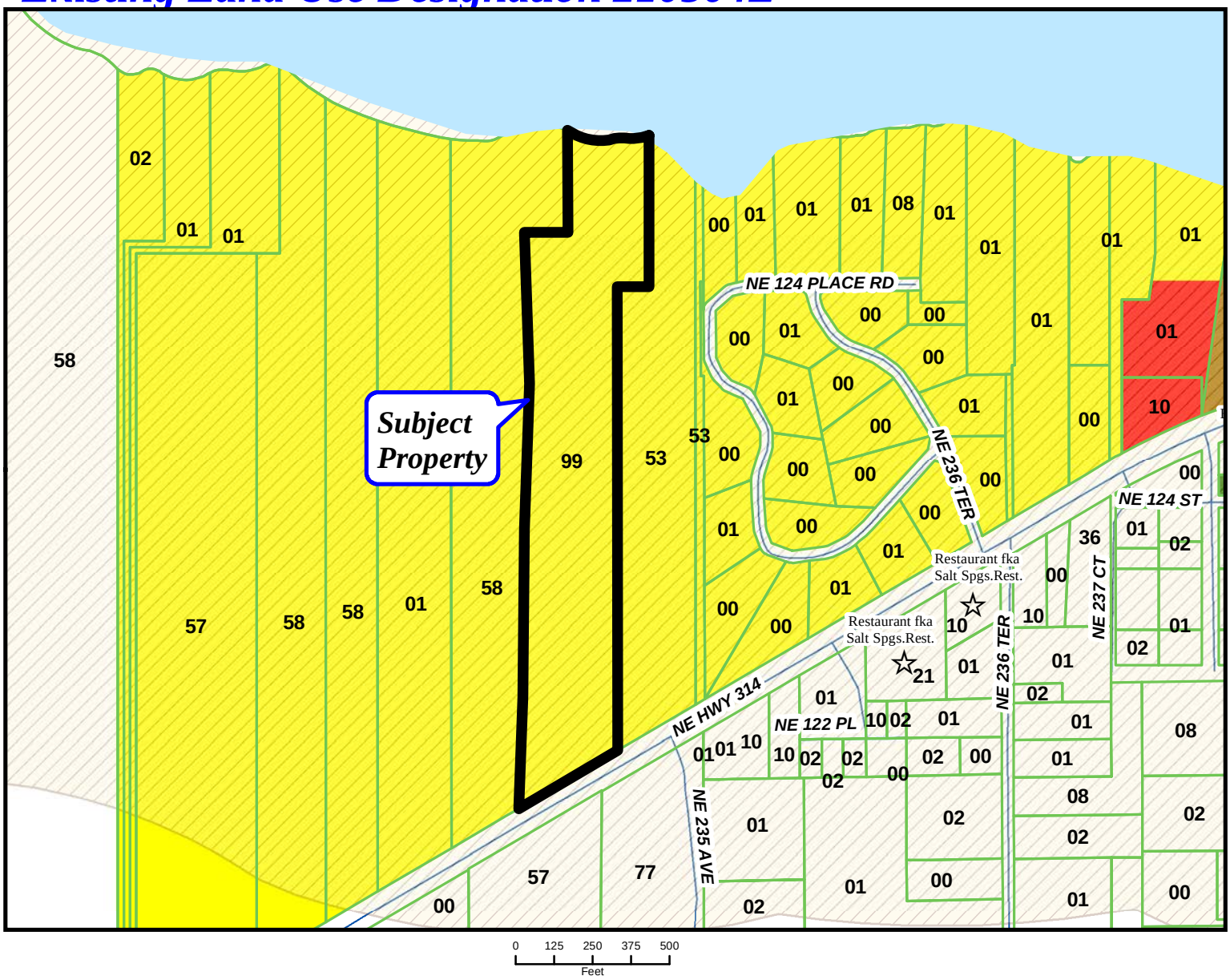
Aerial: 210504Z



N

0 150 300 450 600
Feet

Existing Land Use Designation 210504Z



Use per MC Property Appraiser	
01	Single Family Res
50-69/99	Agricultural
00/10/40/70	Vacant
71	Church
02	Mobile Home
06-07/11-39	Commercial
41-49	Industrial
83-98	Public
82	Recreation
03-05/08	Multi-Family
77	Club/Lodge/Union Hall

OWNER(S): Harry Hatton Straker, Jr.

AGENT: SAME

PARCEL(S): 11535-000-05

All provided GIS data is to be considered a generalized spatial representation, which is subject to revisions. The feature boundaries are not to be used to establish legal boundaries. For specific visual information, contact the appropriate county department or agency. The information is provided visual representation only and is not intended to be used as legal or official representation of legal boundaries.

Legend

- All Amendments
- Policy 1.20 ☆
- Rural Land (1 du/10 ac)
- Low Residential (0 - 1 du/ac)
- Medium Residential (1 - 4 du/ac)
- High Residential (4 - 8 du/ac)
- Farmland Preservation Area
- Urban Residential (8 - 16 du/ac)
- Rural Activity Center (0 - 2 du/ac; FAR 0.35)
- Rural Community (0 - 3 du/ac; FAR 0.70)
- Commercial (0 - 6 du/ac; FAR 1.0)
- Environmentally Sensitive Overlay Zone (ESOZ)
- Employment Center (0 - 12 du/ac; FAR 2.0)
- Commerce District (N/A; FAR 2.0)
- Public (N/A; FAR 1.0)
- Preservation (N/A; N/A)
- Municipality

#2105043
AR#: 26279
PA# 11535-000-05

Marion County
Board of County Commissioners
Growth Services ▪ Planning & Zoning
2710 E. Silver Springs Blvd.
Ocala, FL 34470
Phone: 352-438-2675
Fax: 352-438-2676

APPLICATION FOR REZONING

Application No.: 2105043

The undersigned hereby requests a zoning change of the Marion County Land Development Code, Article 4, Zoning, on the below described property and area, from R-E to A-1, for the intended use of:

Agricultural use to include planted pines, various fruit and citrus trees. Reforestation for wildlife habitat.

Legal description: (please attach a copy of the deed and location map)

Parcel account number(s): 11535-000-05 ✓

Property dimensions: See enclosed survey **Total acreage:** 14.35 ✓

Directions: From Salt Springs, drive southwest on County Road 314 approximately 2 miles Property located on North side of County Road 314 across from VFW.

The property owner must sign this application unless he has attached written authorization naming an agent to act on his/her behalf.

Harry Hatton Straker, Jr. ✓	
Property owner name (please print)	**Applicant or agent name (please print)**
510 Freeman Street	
Mailing address	**Mailing address**
Longwood, Florida, 32750	
City, state, zip code	**City, state, zip code**
407-416-5576	
Phone number (please include area code)	**Phone number (please include area code)**
Signature	**Signature**

Please note: the zoning change will not become effective until 14 days after a final decision is made by the Marion County Board of County Commissioners. The owner, applicant or agent is encouraged to attend the public hearing where this application will be discussed. If no representative is present and the board requires additional information, the request may be postponed or denied. Notice of said hearing will be mailed to the above-listed address(es). All information given by the applicant or agent must be correct and legible to be processed. The filing fee is $1,000.00, and is non-refundable. For more information, please contact the Zoning Division at 352-438-2675.

****

FOR OFFICE USE ONLY

RECEIVED BY: [illegible] **DATE:** 2.17.2021 **ZONING MAP NO.:** 377

Rev. 01/11/2021

AR# 26279 Project# 2021020069

February 11, 2021

Marion County Board of Commissioners/Growth Services-Zoning

2710 E. Silver Springs Blvd.

Ocala, Fl 34470

To Whom it may concern:

This letter shall serve as my written request for Parcel 11535-000-05 to be changed from R-E to A-1. My future plans for the property do not include sub-dividing the property as allowed under R-E zoning.

My plan for this property is for agricultural use to include the planting of pine trees and various citrus and fruit trees. The remainder of hardwood and pine trees to remain as depicted from included pictures. This will assist in increased wildlife habitat throughout the property and adjoining properties as well.

My site plan is for a single-family home with a barn to provide shelter for agricultural equipment. My long-term goals are to provide an attractive haven for my kids and grandkids to enjoy for many years through a generational trust.

Thank you for your consideration on this matter. I look forward to speaking with you on a future date. Please advise if you need additional information.

Sincerely,

Harry Hatton Straker, Jr.

407-416-5576

Villie M. Smith, CFA, ASA
Marion County Property Appraiser

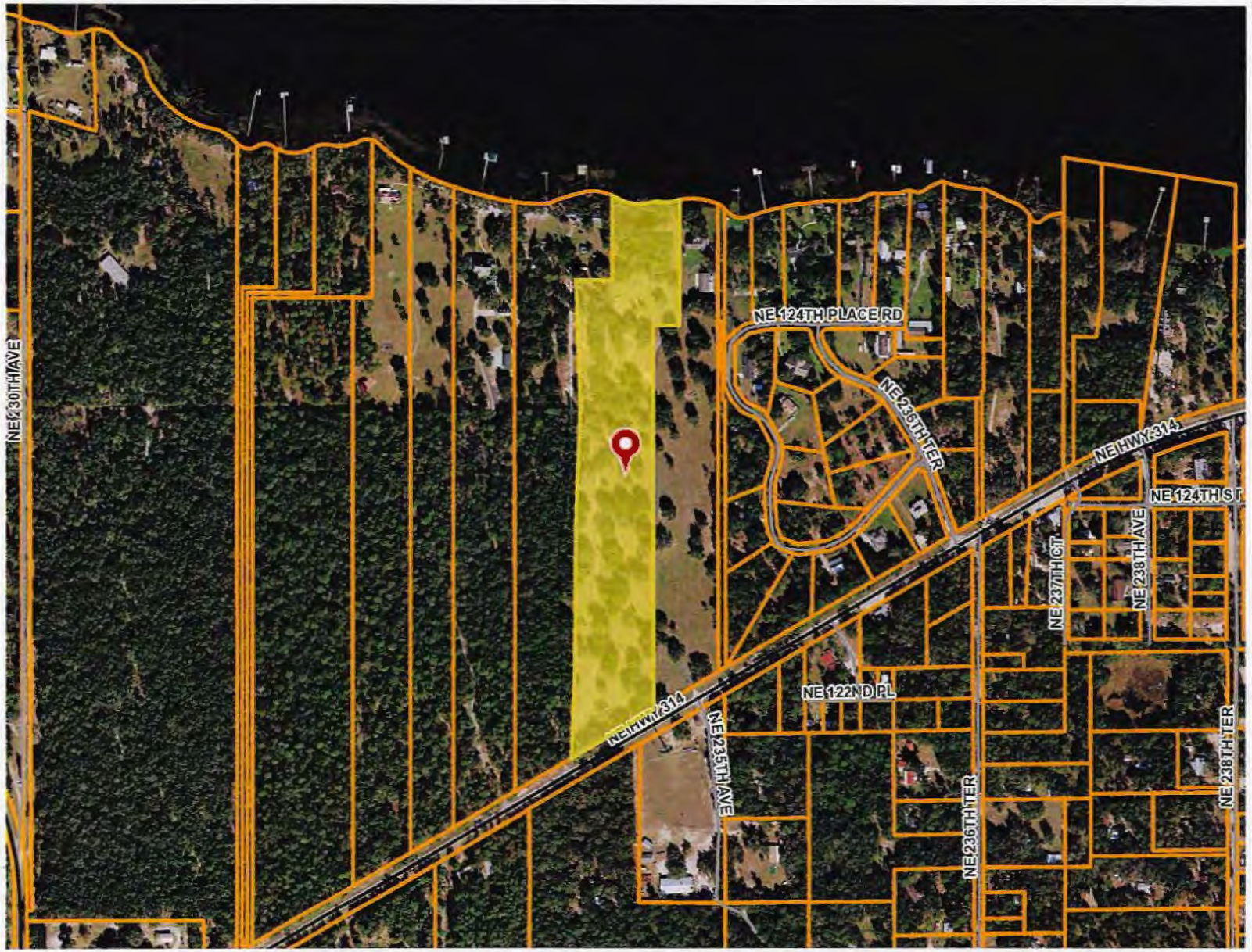
#2105043

GIS Web Mapping Application
Last Updated: 03/24/2017



DISCLAIMER: This is a work in progress. This application was compiled by the Marion County Property Appraiser's Office solely for the governmental purpose of property assessment. These are NOT surveys. Our goal is to provide the most accurate data available, however, no warranties, expressed or implied are provided with this data, its use, or interpretation. All information subject to change without notice. Use at your own risk.

Marion County | Growth Services Viewer | Map Title





Legend

- Urban Growth Boundary
- Judgement_Roads
- Road Maintenance
  - OCE Maintained, Paved
  - OCE Maintained, Unpaved
  - OCE Maintained,MSTU, Paved
  - Other
- Streets
- Parcels
- Municipalities
- Marion County

1: 7,026

1 in = 0.11 Miles

N W E S

Notes

0.2 0 0.11 0.2 Miles

Projected Coordinate System: NAD_1983_StatePlane_Florida_West_FIPS_0902_Feet

Created By:

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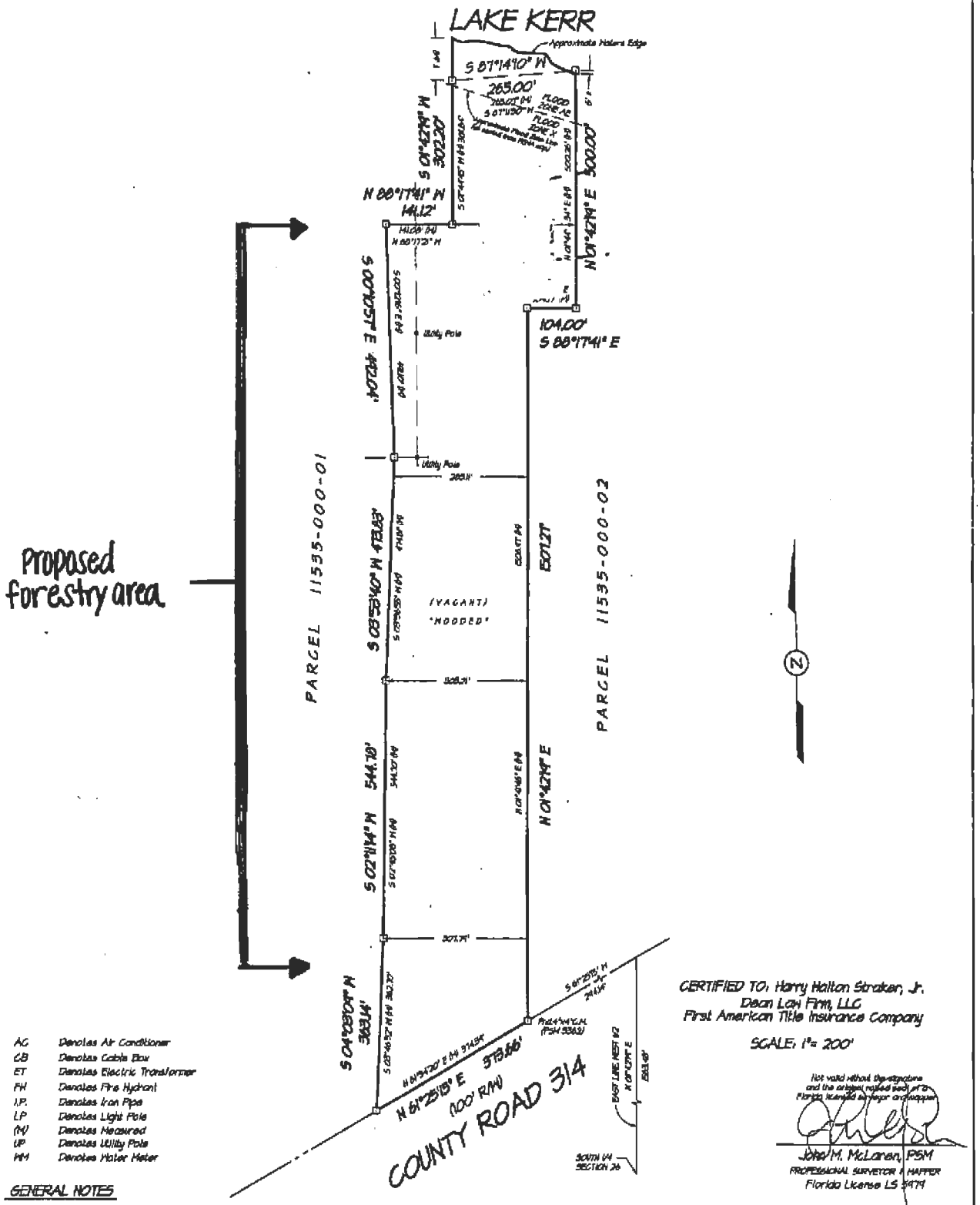
Creation Date: 2/17/2021

FILE 121382 FIELD BOOK 1105 JOB 17-382 CAD 14oc_cr314

BOUNDARY SURVEY MAP

Commencing at the South 1/4 corner of Section 26, Township 13 South, Range 25 East, Marion County, Florida; thence N.01°42'19"E., along the East boundary of the West 1/2 of said Section 26, 1583.48 feet to the North right-of-way line of County Road 314 (100 feet wide); thence S.61°25'15"W., along said North right-of-way line, 244.14 feet to the Point of Beginning; thence depart N.01°42'19"E., 1307.27 feet; thence S.88°17'41"E., 104.00 feet; thence N.01°42'19"E., 300.00 feet to the waters edge of Lake Kerr; thence S.87°14'10"W., along said water's edge 265.00 feet; thence depart S.01°42'19"W., 302.20 feet to a rebar and cap (ID#2654); thence N.88°17'41"W., 141.12 feet to a rebar and cap (ID#2654); thence S.0°10'57"E., 442.04 feet; thence S.03°53'40"W., 473.83 feet; thence S.02°11'14"W., 544.78 feet; thence S.04°03'09"W., 363.14 feet to the North right-of-way line of County Road 314 (100 feet wide); thence N.61°25'15"E., along said right-of-way line 373.66 feet to the Point of Beginning.



AC Denotes Air Conditioner
CB Denotes Cable Box
ET Denotes Electric Transformer
FH Denotes Fire Hydrant
I.P. Denotes Iron Pipe
LP Denotes Light Pole
(M) Denotes Measured
UP Denotes Utility Pole
WH Denotes Water Heater

CERTIFIED TO: Harry Halton Straker, Jr.
Dean Law Firm, LLC
First American Title Insurance Company

SCALE: 1" = 200'

Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper

John M. McLaren, PSM
PROFESSIONAL SURVEYOR & MAPPER
Florida License LS 5479

SURVEY DATE: NOV. 4, 2017

GENERAL NOTES

1) Underground improvements/utilities crossing or serving the property hereon, were not located.
2) The property hereon was not abstracted for covenants, restrictions or easements of record.
3) Bearings hereon are based on N 61°25'15" E for the right-of-way line of County Road 314.
4) According to Federal Emergency Management Agency, Flood Insurance Rate Map, Community Panel 12083C 0385 D, Dated August 28, 2008, the property shown hereon is situated in ZONE AE and X.

JMM Surveying & Mapping, LLC
6431 Corine Jean Rd. Jacksonville, FL
P (904) 724-8570 ~ F (904) 777-
Email: jmmsurveying@yahoo.com

Marion County | Growth Services Viewer | 210504Z - STRAKER, JR





Legend

- Urban Growth Boundary
- Streets
- Parcels
- Municipalities
- Marion County

1: 5,627

1 in = 0.09 Miles

N W E S

0.2 0 0.09 0.2 Miles

Projected Coordinate System: NAD_1983_StatePlane_Florida_West_FIPS_0902_Feet

Created By: dp

This map was produced by a Marion County employee using an online internal mapping viewer. All GIS features provided through the Marion County online internal mapping viewer are to be considered a generalized spatial representation which is subject to revisions. The GIS features shown hereon are not to be used as legal descriptions. For confirmation of details related to the GIS features, please contact the appropriate department or constitutional office.

Notes

C/O: N/A
AGENT: N/A

Creation Date: 3/15/2021

#210543

Florida Department of Agriculture
& Consumer Services
Florida Forest Service Andrews Nursery
(352) 493-6096

TREE SEEDLING INVOICE

Chapter 589.11(2), F.S.

Make Check or Money Order Payable To:

Florida Department of Agriculture & Consumer Services

Mail the Invoice With Payment To:

Florida Forest Service
Andrews Nursery
P.O. Box 849
Chiefland, FL 32644-0849

NICOLE "NIKKI" FRIED
COMMISSIONER

Customer Information

Name:
STRAKER, HARRY H.
(Last) (First) (M.I.)

Address:
111 COLUMBUS CIRCLE
LONGWOOD, FL 32750 -

Phone: (407) 416 - 5576 **Secondary:** () -

Company Name:

Type of Land OwnerShip: **Private**

County: **Marion**

INVOICE/ORDER NUMBER
200439

Master Delivery Point
Withlacoochee Forestry

Customer Comments:
None provided.

Order Notes:
Delivery to Withlacoochee on Feb. 21st

	SEEDLING TYPE	MULTIPLE	QUANTITY ORDERED	UNIT COST	SEEDLING COST	DELIVERY COST	Pickup or Delivery Date
1	BR Longleaf, Improved	5	1,000	$95.00	$475.00	$50.00	2/21/2020
					$475.00	**$50.00**	**$525.00**

OFFICE USE ONLY

Received By: SLAUGHTER, JACQUELYN

Date Received: 1/31/2020

Check or M.O. Number: 4382

Issue Date: 1/28/2020

OFFICE USE ONLY

ORG Code: 42110906008-IT-009021
Ledger Code: 61347

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3011 **Agenda Date:** 5/18/2021 **Agenda No.:** 15.1.3.

SUBJECT:
210506Z - Cyrus and Julie Lott, R-4 to A-1, 9.0 Acres

INITIATOR:
Mary Elizabeth Burgess, Director

DEPARTMENT:
Growth Services

DESCRIPTION/BACKGROUND:
210506Z - Cyrus W. and Julie C. Lott, 10845 NE 210th Street, Fort McCoy, FL 32134, request a Zoning Change, Articles 2 and 4, of the Marion County Land Development Code, from R-4 (Mixed-Use Residential) to A-1 (General Agriculture), for all uses permitted, on approximately 9 Acres, on Parcel Account Numbers 04609-000-00 and 04610-000-00.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Both Staff and the P&Z Commission Recommended Approval (ON CONSENT)

MARION COUNTY GROWTH SERVICES

Date: 4/30/2021 | **P&Z: 4/26/2021 BCC: 5/18/2021**

Application No:
210506Z

Type of Application
Rezoning

Request
From R-4 Residential Mixed Use to A-1 General Agriculture, for all permitted uses

Owner
Cyrus W. and Julie C. Lott

Parcel #/Acreage
04609-000-00, 04610-000-00 / 9 acres

Future Land Use
Rural Land

Existing Zoning
R-4 Residential Mixed Use

Staff Recommendation
Approval

P&Z Recommendation:
Approval (ON CONSENT)

Project Planner
Dan Zhu, Planner II



Item Summary
Staff is recommending **Approval** for a rezoning from R-4 Residential Mixed Use to A-1 General Agriculture on 9 acres in accordance with Marion County Land Development Code (LDC), Article 2, Division 7, Zoning Change. The change in zoning will not adversely affect the public interest and is consistent with the current Comprehensive Plan. The request is also compatible with land uses in the surrounding areas. The development of the site will be required to comply with the Land Development Code.

Public Notice
Notice of public hearing was mailed to 11 property owners within 300 feet of the subject property. There has been no written opposition at the time of this report's writing.

Background

Location
The subject property is located at the intersection of NE 210th St and NE HWY 315.

The following table summarizes adjacent future land use designations, zoning districts and existing uses:

ADJACENT PROPERTY CHARACTERISITICS			
Direction of Adjacency	**Future Land Use Designation**	**Zoning**	**Existing Use/MCPA Property Class**
North	Rural Land	A-1 General Agriculture	(00) Vacant Residential (01) Improved Residential
South	Rural Land	B-2 Community Business	(08) Multi-Family 09 Units or Less Units
West	Rural Land	A-1 General Agriculture	(01) Improved Residential
East	Rural Land	R-4 Residential Mixed Use	(00) Vacant Residential

Infrastructure

The site is adjacent to NE 210th St and NE HWY 315.

ROADWAY STATUS AND CONDITIONS						
Road	Class	Maint. Entity	Existing Conditions			
			Surface	No. Lanes	R/W Width	R/W Deficiency
NE HWY 315	Collector	County	Paved	2	75’	45’
NE 210th St	Other	Other	Paved	2	65’	0

Request:

The applicant is requesting to rezone from R-4 Residential Mixed Use to A-1 General Agriculture, for all permitted uses. The intent of the rezoning is for agriculture purpose.

Analysis:

The subject property is located at the intersection of NE 210th St and NE HWY 315, outside of the Environmentally Sensitive Overlay Zone and within the secondary Springs Protection Zones and most vulnerable categories under the Marion County Aquifer Vulnerability Assessment.

In reaching its decision, the Commission will find:

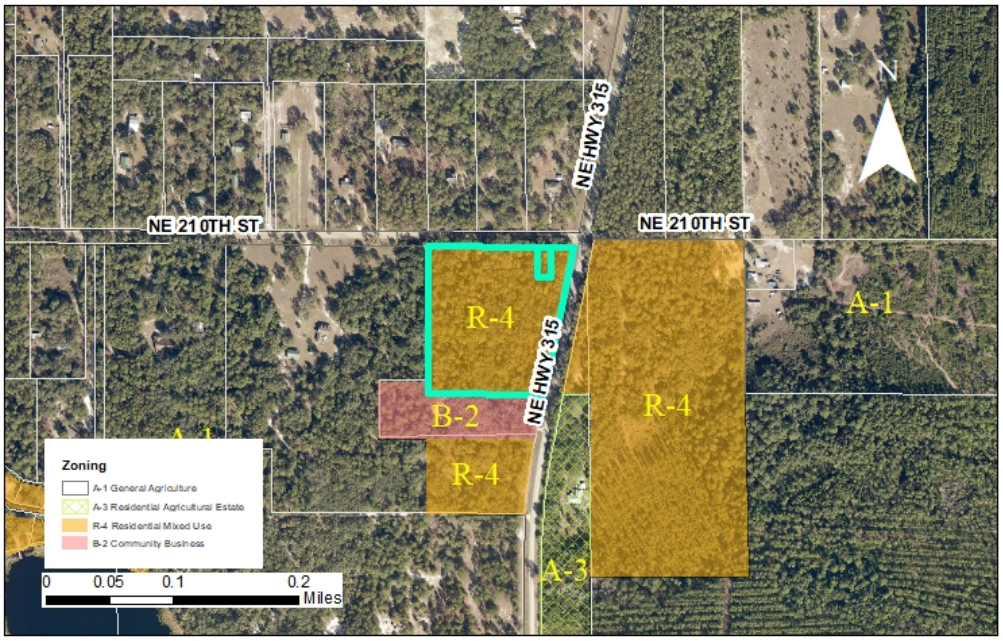
a. Granting the proposed zoning change will not adversely affect the public interest. The subject property is adjacent to large tracts of A-1 General Agriculture on its north and west. The proposed rezoning is consistent with the surrounding area and is not anticipated to adversely affect the public interest.

b. The proposed zoning change is consistent with the current Comprehensive Plan. The Marion County 2045 Future Land Use Map of the Comprehensive Plan designates the subject property as Rural Land. The subject property's request for A-1 General Agriculture, is consistent with the land use and consistent with the Marion County Comprehensive Plan.

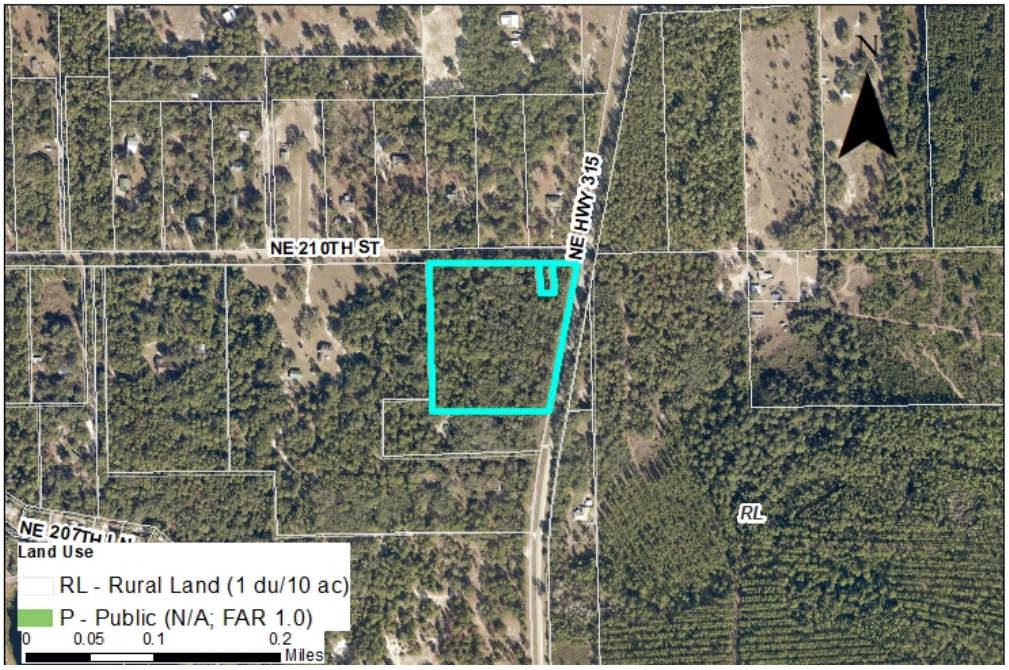
c. The proposed zoning change is compatible with land uses in the surrounding area. The proposed rezoning to A-1 is consistent with land use of vicinity properties. Allowing the subject property to rezone to A-1 is consistent with the surrounding area and the long-term plan for the area.

STAFF RECOMMENDATION: APPROVAL
PLANNING & ZONING COMMISSION RECOMMENDATION: APPROVAL (ON CONSENT)

Zoning (The subject property is zoned R-4 Residential Mixed Use .)



Future land use (The subject property has future land use of rural land.)



The subject property



NE HWY 315



Intersection of NE 210th St and NE HWY 315



Aerial: 210506Z



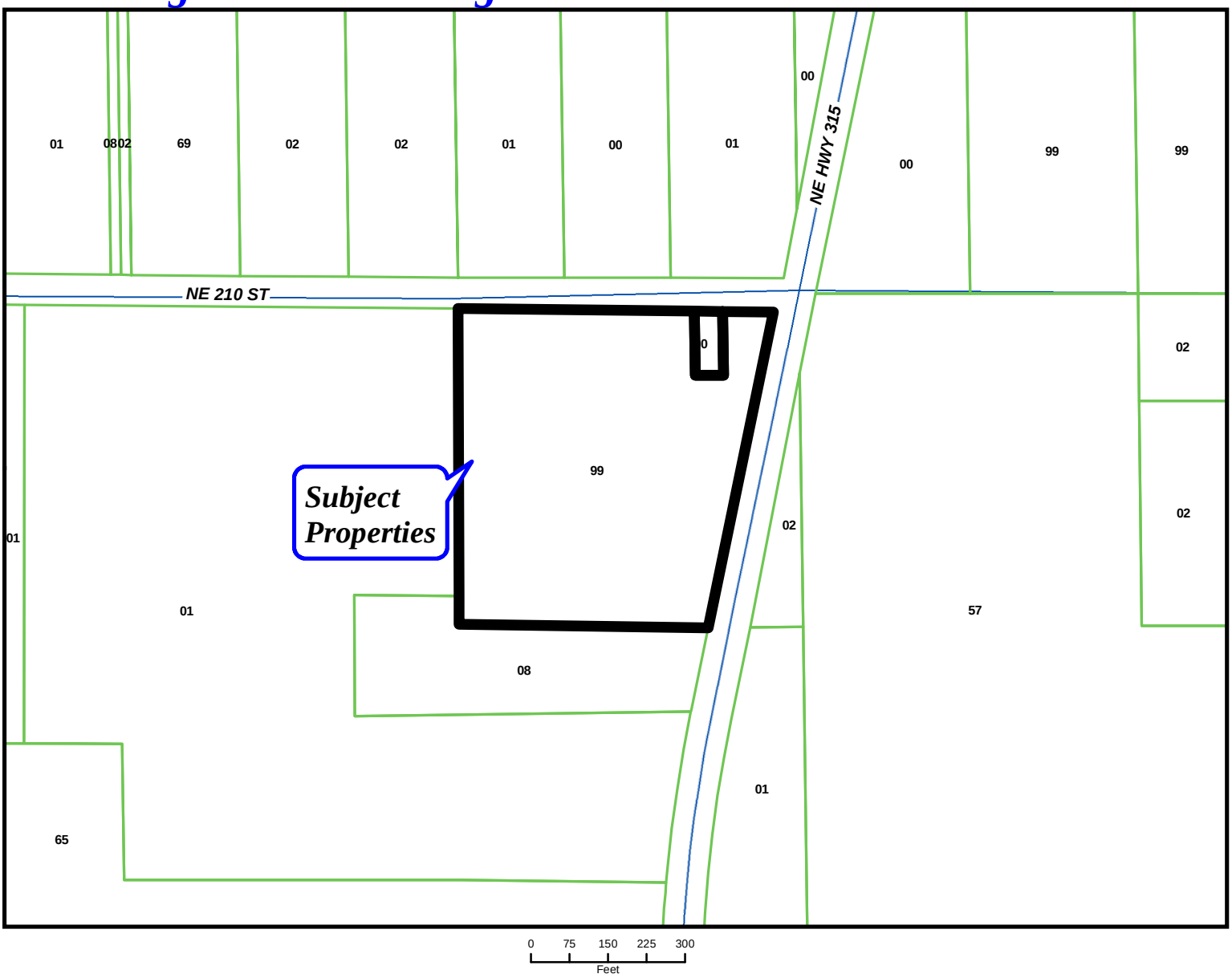
N

0 100 200 300 400

Feet

1195

Existing Land Use Designation 210506Z



Use per MC Property Appraiser	
01	Single Family Res
50-69/99	Agricultural
00/10/40/70	Vacant
71	Church
02	Mobile Home
06-07/11-39	Commercial
41-49	Industrial
83-98	Public
82	Recreation
03-05/08	Multi-Family
77	Club/Lodge/Union Hall

OWNER(S): Cyrus W. and Julie C. Lott

AGENT: SAME

PARCEL(S): 04609-000-00, 04610-000-00

All provided GIS data is to be considered a generalized spatial representation, which is subject to revisions. The feature boundaries are not to be used to establish legal boundaries. For specific visual information, contact the appropriate county department or agency. The information is provided visual representation only and is not intended to be used as legal or official representation of legal boundaries.

N

Legend

- All Amendments
- **Policy 1.20** ☆
- Rural Land (1 du/10 ac)
- Low Residential (0 - 1 du/ac)
- Medium Residential (1 - 4 du/ac)
- High Residential (4 - 8 du/ac)
- Farmland Preservation Area
- Urban Residential (8 - 16 du/ac)
- Rural Activity Center (0 - 2 du/ac; FAR 0.35)
- Rural Community (0 - 3 du/ac; FAR 0.70)
- Commercial (0 - 6 du/ac; FAR 1.0)
- Environmentally Sensitive Overlay Zone (ESOZ)
- Employment Center (0 - 12 du/ac; FAR 2.0)
- Commerce District (N/A; FAR 2.0)
- Public (N/A; FAR 1.0)
- Preservation (N/A; N/A)
- Municipality

2105063
AR#: 26294
PA#s: 04609-000-00
and 04610-000-00

Marion County
Board of County Commissioners
Growth Services
2710 E. Silver Springs Blvd.
Ocala, FL 34470
Phone: 352-438-2675
Fax: 352-438-2676

APPLICATION FOR REZONING

Application No.: #2105063

The undersigned hereby requests a zoning change of the Marion County Land Development Code, Article 4, Zoning, on the below described property and area, from R-4 and A-1 to A-1, for the intended use of: agriculture

Legal description: (please attach a copy of the deed and location map)

Parcel account number(s): 04610-000-00 (8.83ac.), 04609-000-00 (.17ac.)

Property dimensions: 627ft x 660ft **Total acreage:** 8.83 + 0.17 = 9 ACRES

Directions: North Hwy 315, intersection of Hwy 315 + 210 St

The property owner must sign this application unless he has attached written authorization naming an agent to act on his/her behalf.

Cyrus W. Lott and Julie C. Lott	Same / Julie Lott
Property owner name (please print)	**Applicant or agent name (please print)**
10845 NE 210 St	10845 NE 210 St
Mailing address	**Mailing address**
Fort McCoy Fl 32134	Fort McCoy Fl 32134
City, state, zip code	**City, state, zip code**
(352) 235-0254	352-235-0254
Phone number (please include area code)	**Phone number (please include area code)**
Julie Lott	Julie Lott
Signature	**Signature**

Please note: the zoning change will not become effective until 14 days after a final decision is made by the Marion County Board of County Commissioners. The owner, applicant or agent is encouraged to attend the public hearing where this application will be discussed. If no representative is present and the board requires additional information, the request may be postponed or denied. Notice of said hearing will be mailed to the above-listed address(es). All information given by the applicant or agent must be correct and legible to be processed. The filing fee is $1,000.00, and is non-refundable. For more information, please contact the Zoning Division at 352-438-2675.

****

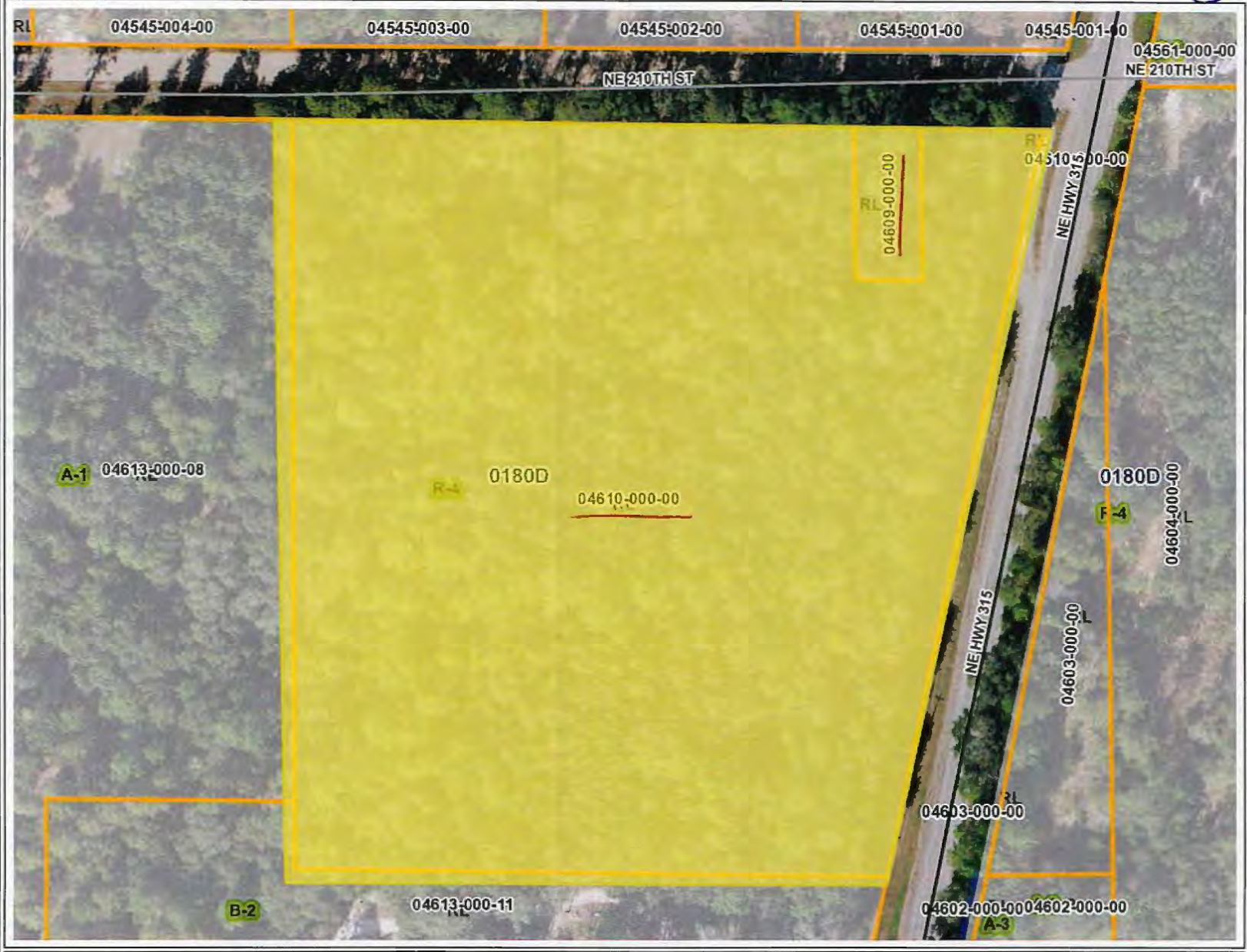
FOR OFFICE USE ONLY

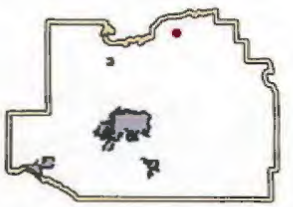
RECEIVED BY: _____ **DATE:** 02/15/2021 **ZONING MAP NO.:** 261 *Rev. 01/11/2021*

PROJECT # 202102 0081 AR # 26294 SEC 14 TWP 12 RGE 23

Marion County Growth Services Viewer

04610-000-00, 04609-000-00 2105062





Legend

- Urban Growth Boundary
- Address Search Results
- Road Maintenance
  - OCE Maintained, Paved
  - OCE Maintained, Unpaved
  - OCE Maintained,MSTU, Paved
  - Other
- Streets
- 2008 FIRM Panel
- Flood Prone Areas
- Parcels
- Environmentally Sensitive Ove
- Future Land Use
  - Rural Land (1 du/10 ac)
  - Low Residential (0 - 1 du/ac)
  - Medium Residential (1 - 4 du/ac)
  - High Residential (4 - 8 du/ac)
  - Urban Residential (8 - 16 du/ac)

1: 1,455

1 in = 0.02 Miles

N W E S

Notes

Creation Date: 2/15/2021

0.0 0 0.02 0.0 Miles

Projected Coordinate System: NAD_1983_StatePlane_Florida_West_FIPS_0902_Feet

Created By:

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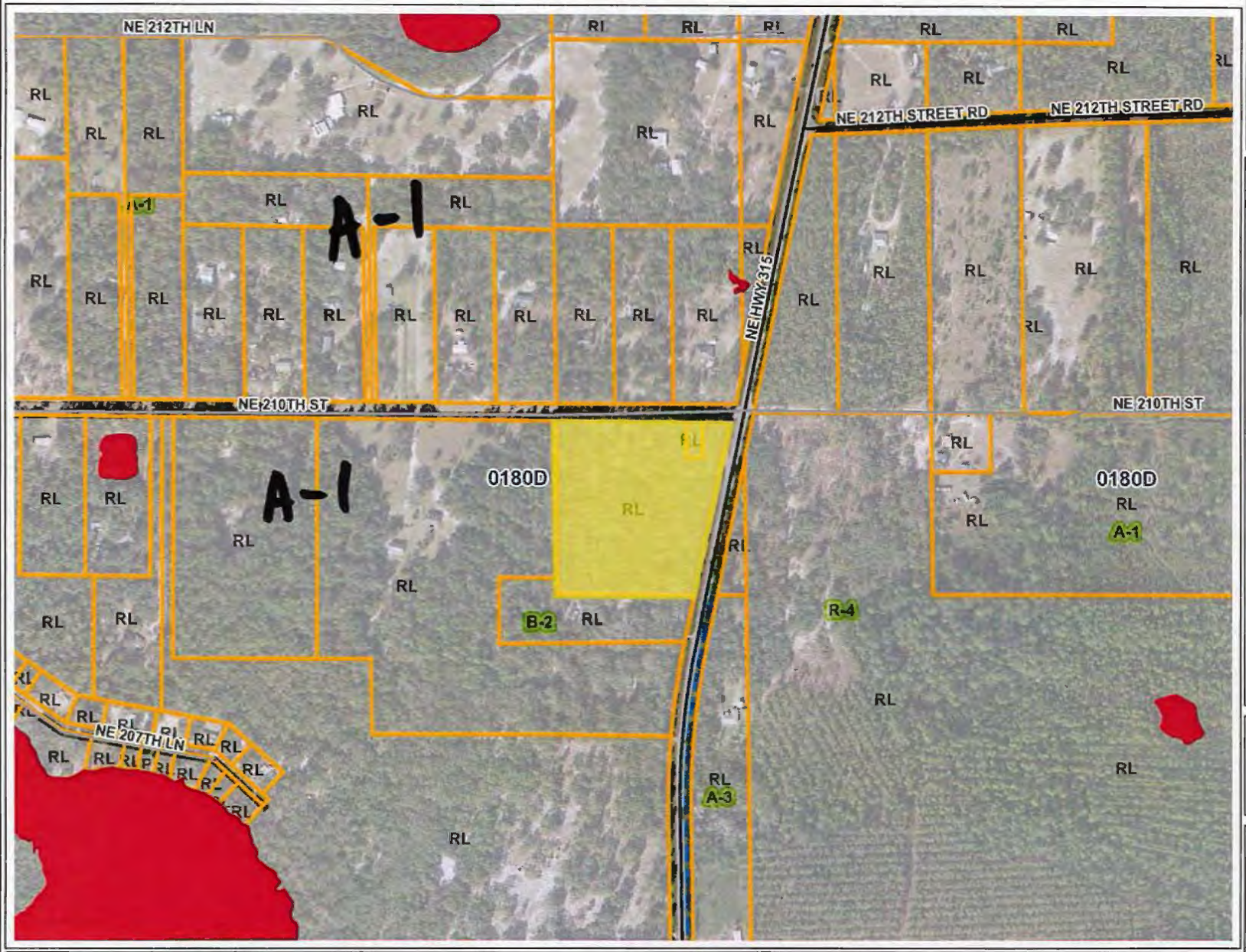
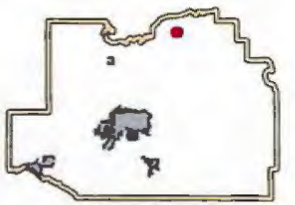
Marion County | Growth Services Viewer | 04610-000-00, 04609-000-00





Legend

- Urban Growth Boundary
- Address Search Results
- Road Maintenance
  - OCE Maintained, Paved
  - OCE Maintained, Unpaved
  - OCE Maintained,MSTU, Paved
  - Other
- Streets
- 2008 FIRM Panel
- Flood Prone Areas
- Parcels
- Environmentally Sensitive Ove
- Future Land Use
  - Rural Land (1 du/10 ac)
  - Low Residential (0 - 1 du/ac)
  - Medium Residential (1 - 4 du/ac)
  - High Residential (4 - 8 du/ac)
  - Urban Residential (8 - 16 du/ac)

1: 6,253

1 in = 0.10 Miles

N W E S

0.2 0 0.10 0.2 Miles

Projected Coordinate System: NAD_1983_StatePlane_Florida_West_FIPS_0902_Feet

Created By:

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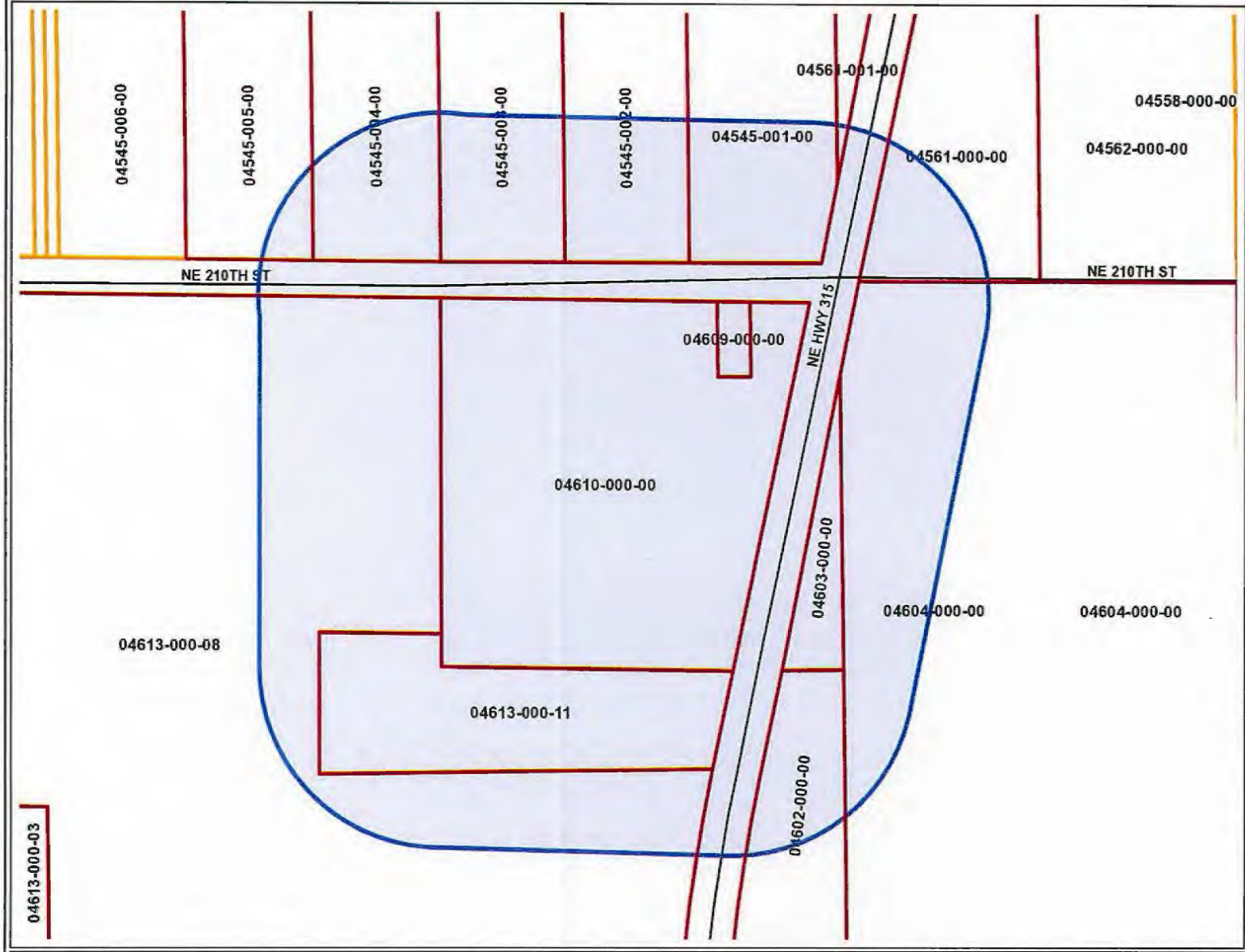
Notes

Creation Date: 2/15/2021

Marion County Growth Services Viewer | 210506Z - LOTT





Legend

- Urban Growth Boundary
- Address Search Results
- Streets
- Parcels
- Municipalities
- Marion County

1: 2,944

1 in = 0.05 Miles

N W E S

Notes

C/O: N/A
AGENT: N/A

Creation Date: 3/15/2021

0.1 0 0.05 0.1 Miles

Projected Coordinate System: NAD_1983_StatePlane_Florida_West_FIPS_0902_Feet

Created By: dp

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Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3012 **Agenda Date:** 5/18/2021 **Agenda No.:** 15.1.4.

SUBJECT:
210507Z - HTM Developers, LLC., Harvey Vandeven, PUD to R-1, 1.0 Acre

INITIATOR:
Mary Elizabeth Burgess, Director

DEPARTMENT:
Growth Services

DESCRIPTION/BACKGROUND:
210507Z - HTM Developers, LLC, c/o Harvey Vandeven, 4329 SE 20th Street, Ocala, FL 34471, request a Zoning Change, Articles 2 and 4, of the Marion County Land Development Code, from PUD (Planned Unit Development) to R-1 (Single Family Dwelling), for all uses permitted, on approximately 1 Acre, on Parcel Account Number 1751-014-008.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Both Staff and the P&Z Commission Recommend Approval (ON CONSENT)

Marion County Board of County Commissioners

Date: 4/30/2021 | **P&Z: 4/26/2021 BCC: 5/18/2021**

Item Number
210507Z

Type of Application
Rezoning

Request
Applicant requests the current zoning of PUD be changed to R-1 for the subject parcel.

Owner/ Applicant
HTM Developers LLC

Agent
Vandeven, Harvey

Parcel #/Acreage
1751-014-008/1.00

Future Land Use
Rural Land

Existing Zoning
PUD: Planned Unit Development

Staff Recommendation
Approval

P&Z Recommendation:
Approval (ON CONSENT)

Project Planner
Kenneth Odom, Transportation Planner



Item Summary
Staff is recommending **Approval** of the rezoning of this property from PUD: Planned Unit Development to R-1: Single Family Residential.

Public Notice
Notice of public hearing was mailed to 13 property owners within 300 feet of the subject property. No written comments have been received in support of or opposed to this zoning change.

Location
The subject parcels are located in the Rainbow Acres platted subdivision on the south sided of SW 59th Lane between SW 196th Court and SW 197th Terrace.

The following table summarizes adjacent future land use designations, zoning districts and existing uses:

ADJACENT PROPERTY CHARACTERISITICS			
Direction of Adjacency	**Future Land Use Designation**	**Zoning**	**Existing Use/MCPA Property Class**
North	Rural Land	R-1 Single-Family Dwelling &	(01) Improved Residential & (00) Vacant Residential
South	Rural Land	PUD Planned Unit Development	(54-59) Timber

Additional Information
N/A

Comprehensive Plan Amendment:
N/A

Code Case: None

East	Rural Land	R-1 Single-Family Dwelling	(00) Vacant Residential
West	Rural Land	R-1 Single-Family Dwelling	(00) Vacant Residential

Request

The applicant is requesting that the property be rezoned from PUD: Planned Unit Development to R-1: Single Family Development. The request is being made as the former Cool Springs PUD has expired and the applicant would like to develop the parcels independently with site-build single-family homes.

Analysis

In reaching its decision, the Board of County Commissioners will find:

a. **Granting the proposed Zoning change will not adversely affect the public interest.** Surrounding parcels are R-1: Single Family Residential and PUD: Planned Unit Development. The requested rezoning is consistent with the area as former PUD parcels have also converted back to R-1 and no negative impacts to adjacent or nearby parcels have been experienced based on those zoning changes.

b. **The proposed Zoning Change is consistent with the current Comprehensive Plan.** The FLU Map 1: Marion County 2035 Future Land Use Map of the Comprehensive Plan designates this property as Rural Land. The proposed rezoning is consistent with the Comprehensive Plan.

c. **The proposed Zoning Change is compatible with land uses in the surrounding area.** The site is surrounded by rural lands with residential, public and unimproved land uses. The proposed residential zoning is consistent with the intensity and the characteristics of the surrounding area.

Utilities

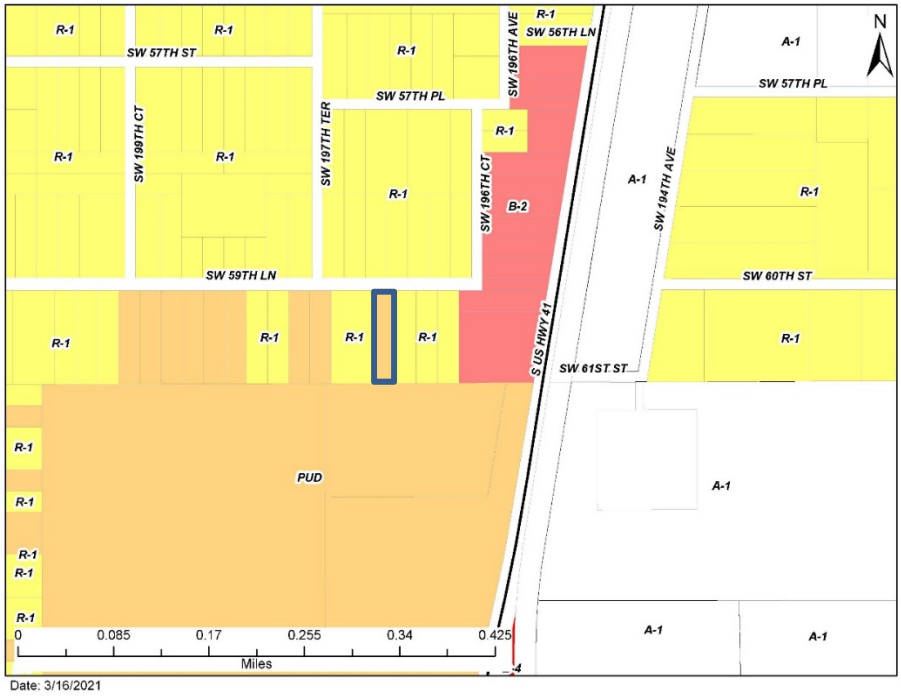
Water will be provided by well and sewer services will be provided by septic systems. The subject parcels lie within the service area of Duke Energy Company.

Staff Recommendation:

Approval

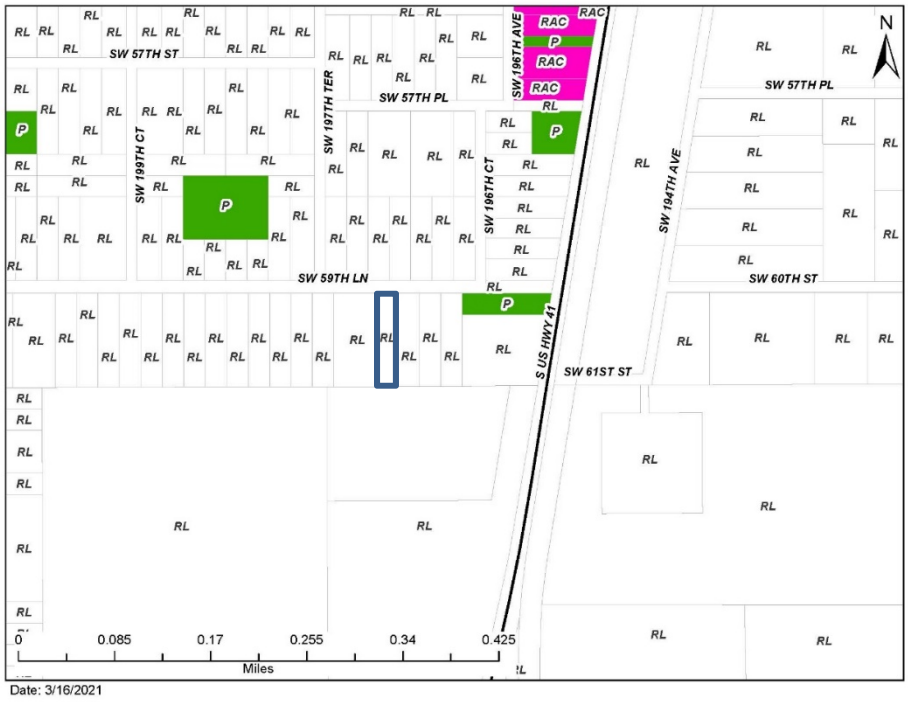
All proposed uses of the property will conform to the permitted uses of R-1 designation and no additional special uses are requested.

Zoning
PUD zoning surrounded by PUD and R-1.



Land Use

Applicant's parcel is designated as Rural Land. It is surrounded by other Rural Lands.

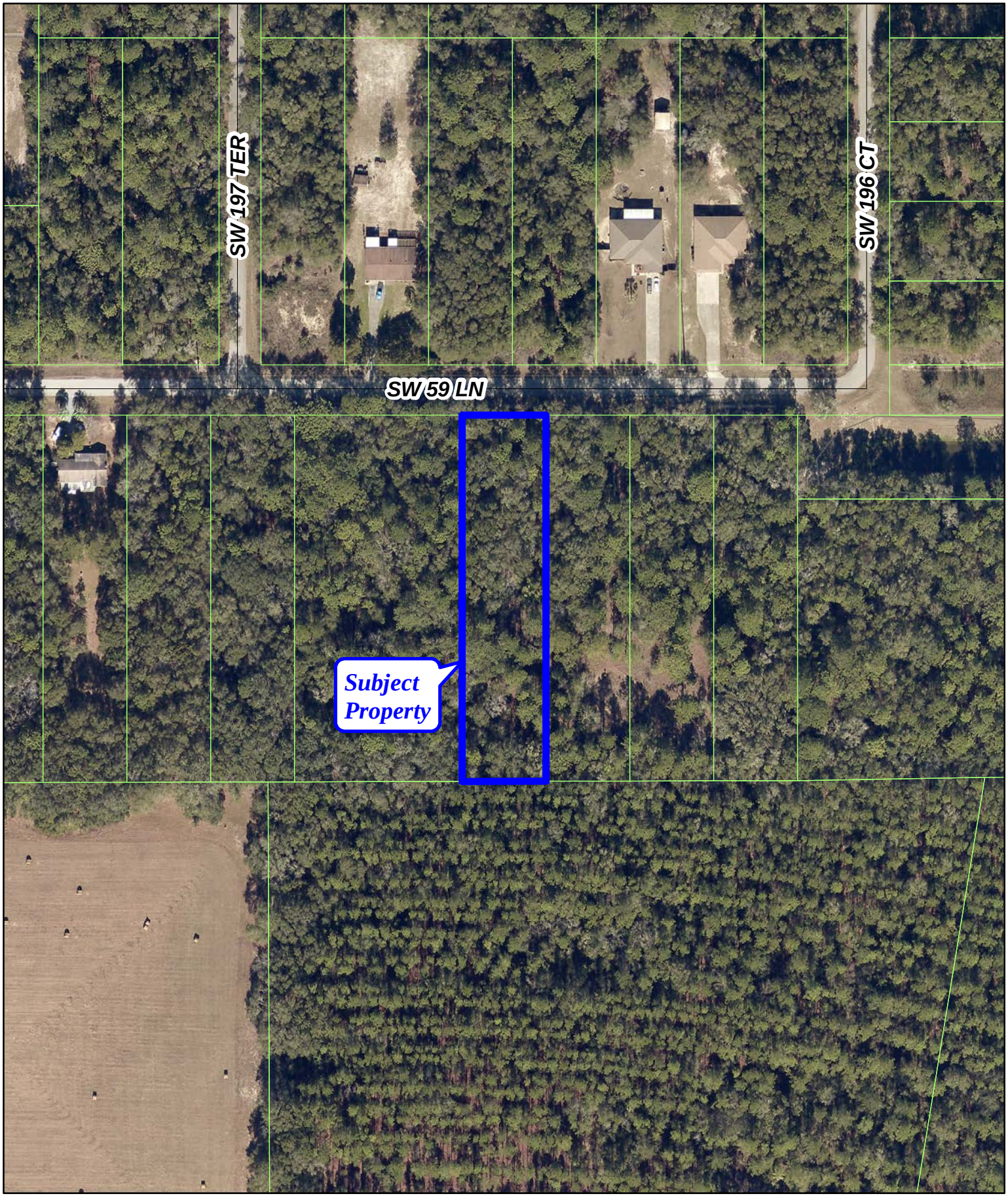


Photos


SW 59TH LN
1751-014-012
1751-014-011
1751-014-009
1751-014-008
1751-014-007
1751-014-006
1751-014-005
32909-010-02



Aerial: 210507Z



N

0 100 200 300 400

Feet

1206

Existing Land Use Designation 210507Z



Use per MC Property Appraiser	
01	Single Family Res
50-69/99	Agricultural
00/10/40/70	Vacant
71	Church
02	Mobile Home
06-07/11-39	Commercial
41-49	Industrial
83-98	Public
82	Recreation
03-05/08	Multi-Family
77	Club/Lodge/Union Hall

OWNER(S): HTM Developers, LLC - c/o Harvey W. Vandeven

AGENT: Aldana Contracting - c/o Travis Aldana

PARCEL(S): 1751-014-008

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N

Legend

- All Amendments
- Policy 1.20
- Rural Land (1 du/10 ac)
- Low Residential (0 - 1 du/ac)
- Medium Residential (1 - 4 du/ac)
- High Residential (4 - 8 du/ac)
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- Rural Activity Center (0 - 2 du/ac; FAR 0.35)
- Rural Community (0 - 3 du/ac; FAR 0.70)
- Commercial (0 - 6 du/ac; FAR 1.0)
- Environmentally Sensitive Overlay Zone (ESOZ)
- Employment Center (0 - 12 du/ac; FAR 2.0)
- Commerce District (N/A; FAR 2.0)
- Public (N/A; FAR 1.0)
- Preservation (N/A; N/A)
- Municipality

210507Z

AR#: 26299

PA#: 1751-014-008

Marion County
Board of County Commissioners
Growth Management • Zoning
2710 E. Silver Springs Blvd.
Ocala, FL 34470
Phone: 352-438-2675
Fax: 352-438-2676

APPLICATION FOR ZONING CHANGE

Application No.: #210507Z Permit # 2020120772

The undersigned hereby requests a zoning change of the Marion County Land Development Code, Article 4, Zoning, on the below described property and area, from Expired PUD to RI, for the intended use of:

Build a SFR

Legal description: (please attach a copy of the deed and location map)

Parcel account number(s): 1751-014-008

Property dimensions: 100 X 436.45 **Total acreage:** 1.00

Directions: take SW HWY 484 to SW 56th Lane then to SW 196th Ct. to SW 59th Ln. Situs: 19704 SW 59th Lane Dunnellon, FL

The property owner must sign this application unless he has attached written authorization naming an agent to act on his/her behalf.

HTM Developers, LLC
Property owner name (please print)
4329 SE 20th Street
Mailing address
Ocala, FL 34471
City, state, zip code
c/o Harvey W. Vandeven dba: Rainbow Lots, LLC
Phone number (please include area code)

Signature

Aldana Contracting c/o Travis Aldana
Applicant or agent name (please print)
12279 SE Hwy 441
Mailing address
Blv FL. 34420
City, state, zip code
352-307-7727
Phone number (please include area code)

Email Address: permits@aldanacontracting FL.com

Signature

Please note: the zoning change will not become effective until 14 days after a final decision is made by the Marion County Board of County Commissioners. The owner, applicant or agent is encouraged to attend the public hearing where this application will be discussed. If no representative is present and the board requires additional information, the request may be postponed or denied. Notice of said hearing will be mailed to the above-listed address(es). All information given by the applicant or agent must be correct and legible to be processed. The filing fee is $1,000.00, and is non-refundable. For more information, please contact the Zoning Division at 352-438-2675.

****

FOR OFFICE USE ONLY

RECEIVED BY: EM DATE: 2/22/2021 ZONING MAP NO.: 18
LAND USE: RL ZONING: PUD SEC/TWP/RGE: 36/15/18

Rev. 07/02/2019

"Meeting Needs by Exceeding Expectations"

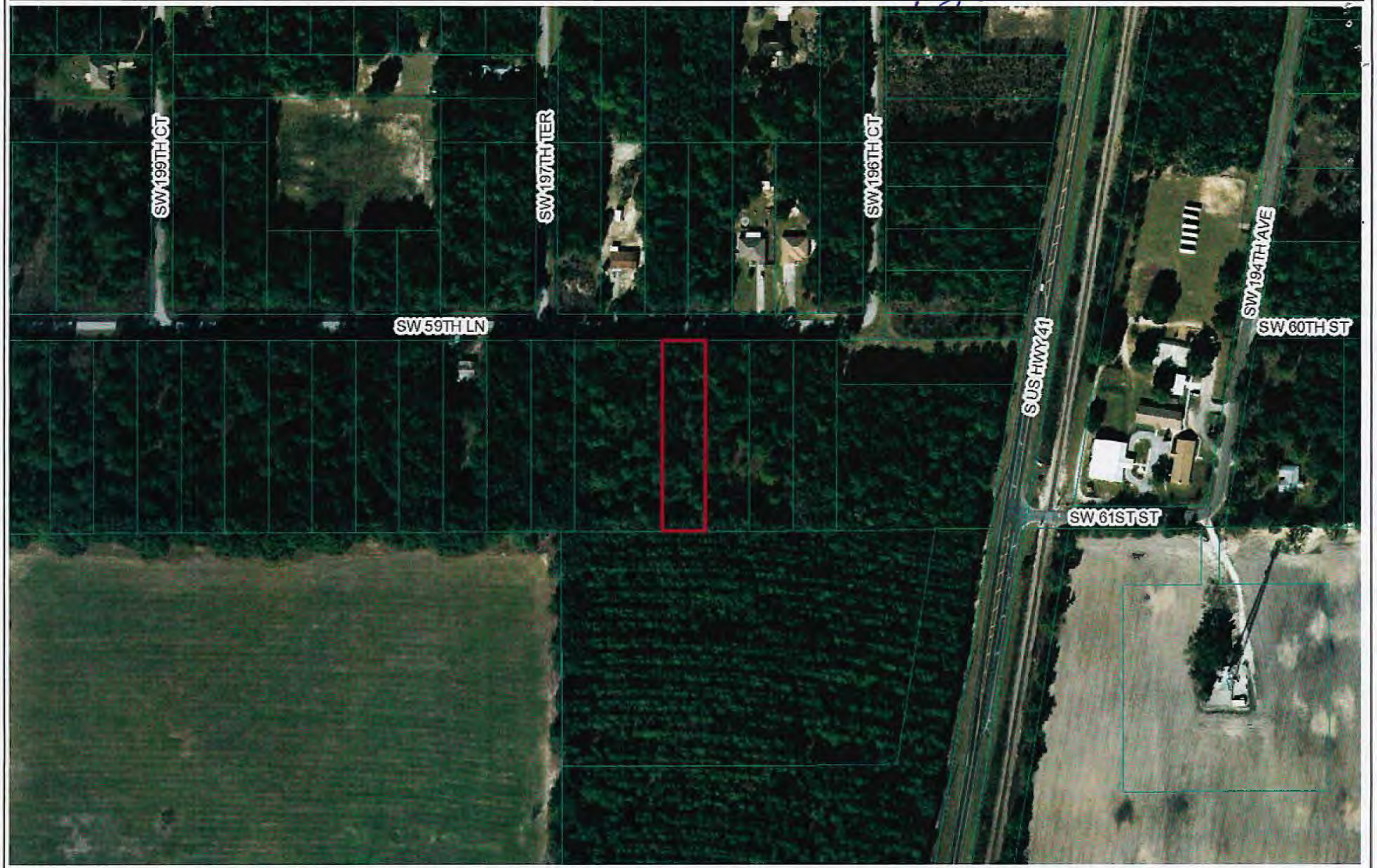
www.marioncountyfl.org

PRJ. 2021020085
AR. 26299

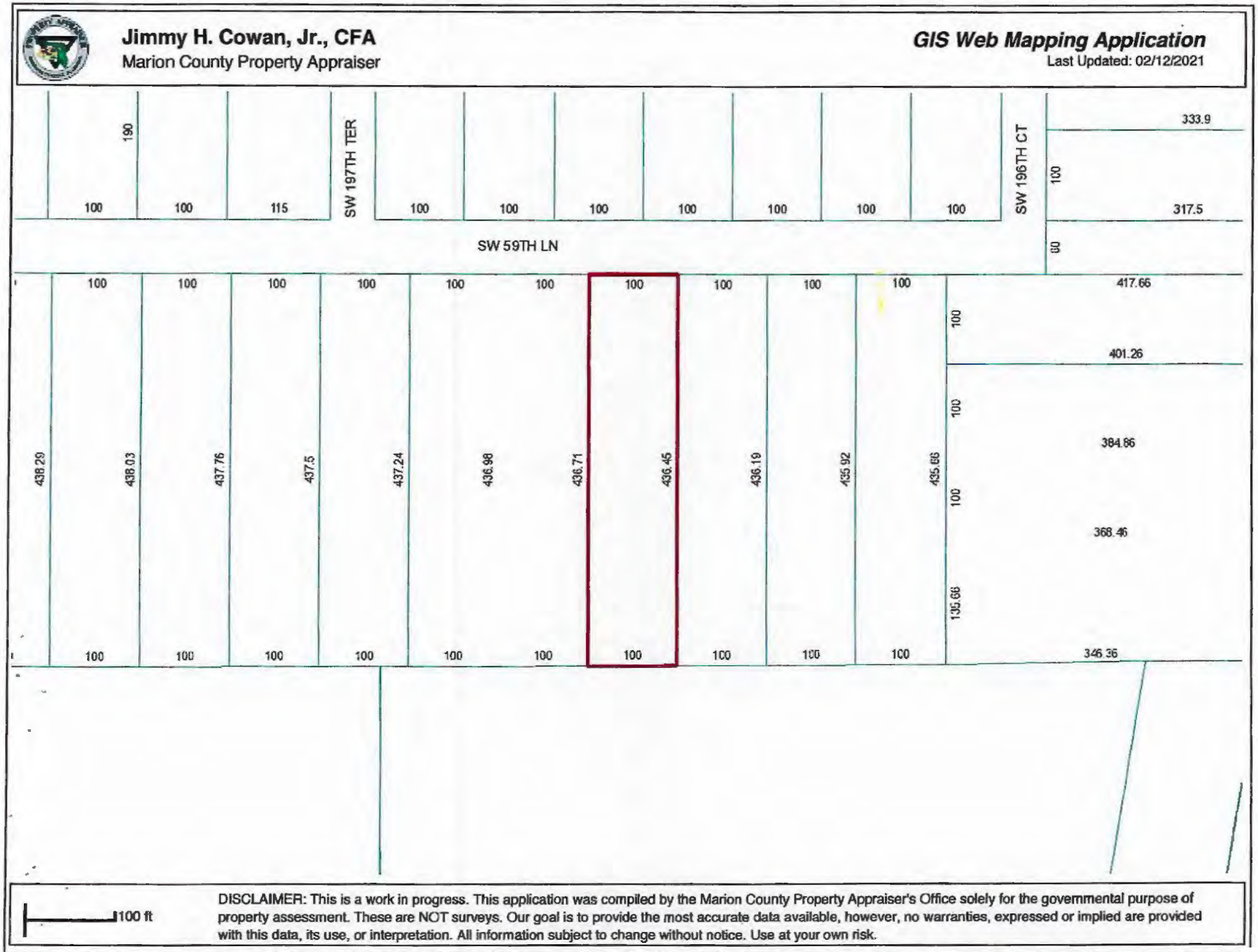
Jimmy H. Cowan, Jr., CFA
Marion County Property Appraiser

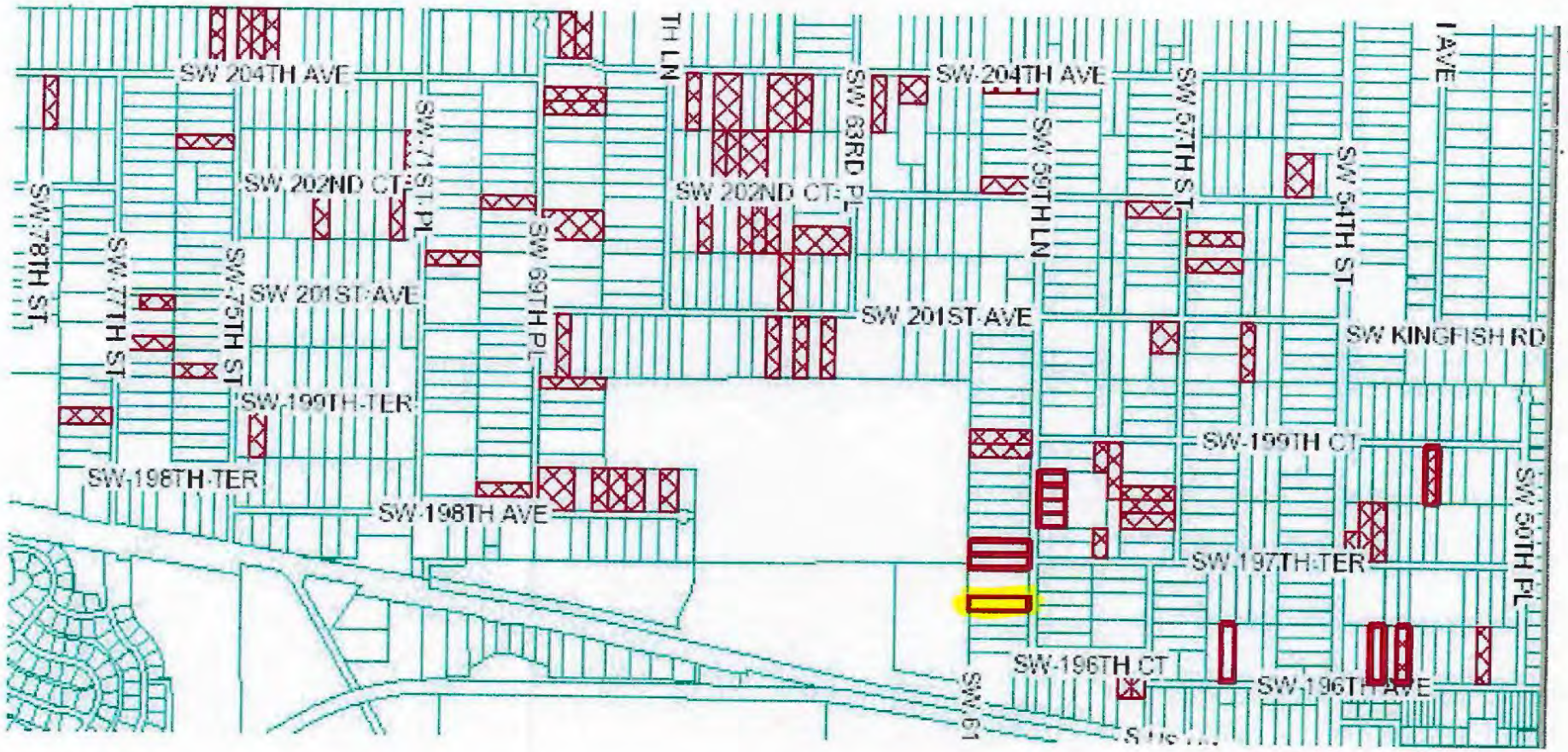
#2105073

GIS Web Mapping Application
Last Updated: 02/12/2021

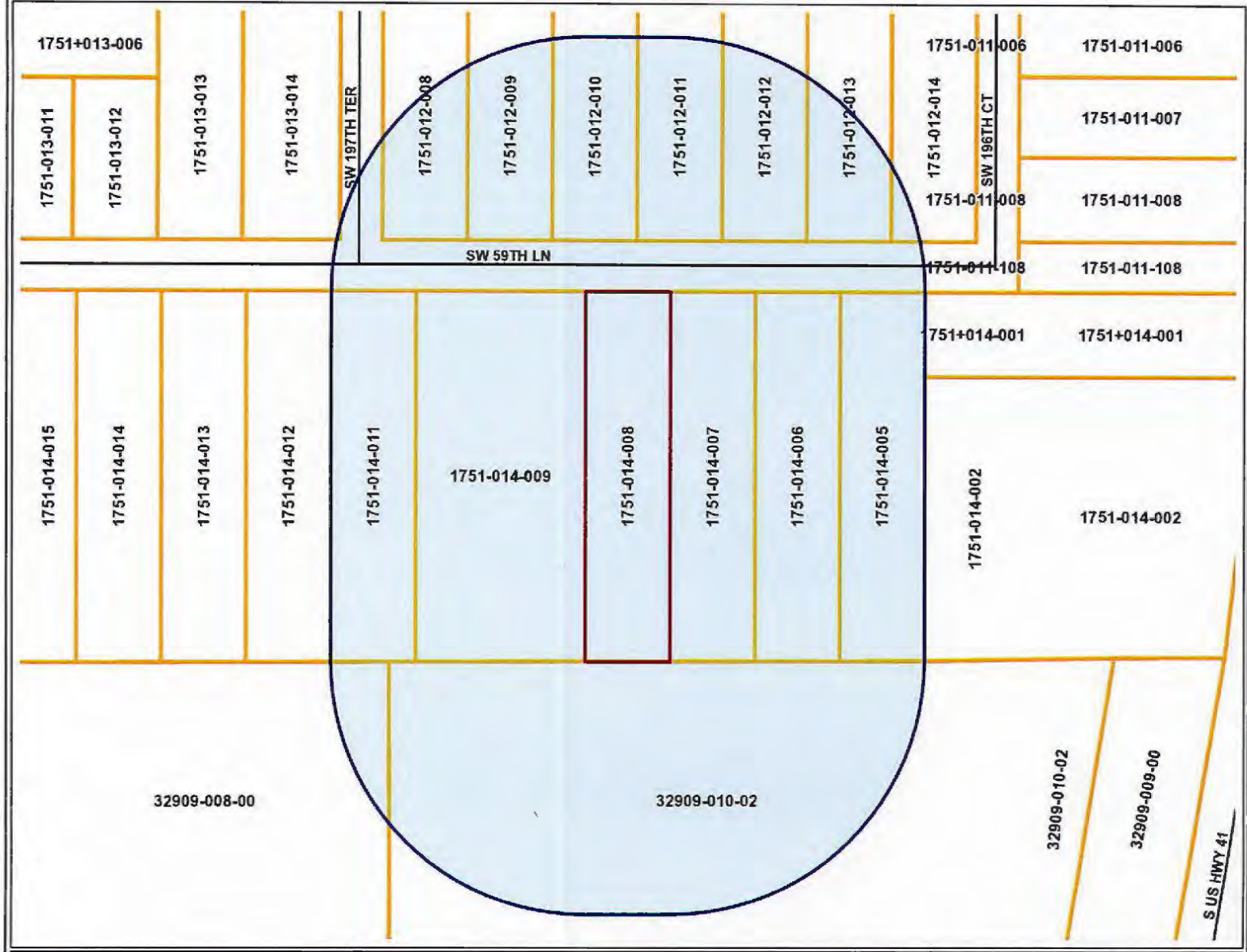


DISCLAIMER: This is a work in progress. This application was compiled by the Marion County Property Appraiser's Office solely for the governmental purpose of property assessment. These are NOT surveys. Our goal is to provide the most accurate data available, however, no warranties, expressed or implied are provided with this data, its use, or interpretation. All information subject to change without notice. Use at your own risk.


Jimmy H. Cowan, Jr., CFA
Marion County Property Appraiser
GIS Web Mapping Application
Last Updated: 02/12/2021
SW 197TH TER
SW 196TH CT
SW 59TH LN
190
100
115
333.9
317.5
80
417.66
401.26
384.86
368.46
346.36
135.66
438.29
438.03
437.76
437.5
437.24
436.98
436.71
436.45
436.19
435.92
435.66
100 ft
DISCLAIMER: This is a work in progress. This application was compiled by the Marion County Property Appraiser's Office solely for the governmental purpose of property assessment. These are NOT surveys. Our goal is to provide the most accurate data available, however, no warranties, expressed or implied are provided with this data, its use, or interpretation. All information subject to change without notice. Use at your own risk.


SW 204TH AVE
SW 202ND CT
SW 201ST AVE
SW 199TH TER
SW 198TH TER
SW 198TH AVE
SW 78TH ST
SW 77TH ST
SW 75TH ST
SW 71ST PL
SW 69TH PL
SW 63RD PL
SW 59TH LN
SW 57TH ST
SW 54TH ST
SW KINGFISH RD
SW 199TH CT
SW 197TH TER
SW 196TH CT
SW 196TH AVE
SW 50TH PL

Marion County Growth Services Viewer | 210507Z - HTM DEVELOPERS, LLC





Legend

- Urban Growth Boundary
- Address Search Results
- Streets
- Parcels
- Municipalities
- Marion County

1: 2,081

1 in = 0.03 Miles

N W E S

Notes

C/O: HARVEY W. VANDEVEN
AGENT: ALDAN CONTRACTING - TRAVIS ALDANA

Creation Date: 3/15/2021

0.1 0 0.03 0.1 Miles

Projected Coordinate System: NAD_1983_StatePlane_Florida_West_FIPS_0902_Feet

Created By: dp

This map was produced by a Marion County employee using an online internal mapping viewer. All GIS features provided through the Marion County online internal mapping viewer are to be considered a generalized spatial representation which is subject to revisions. The GIS features shown hereon are not to be used as legal descriptions. For confirmation of details related to the GIS features, please contact the appropriate department or constitutional office.

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3021 **Agenda Date:** 5/18/2021 **Agenda No.:** 15.1.5.

SUBJECT:
210509Z - Robert and Karen Martel, R-1 to A-1, 3.11 Acres

INITIATOR:
Mary Elizabeth Burgess, Director

DEPARTMENT:
Growth Services

DESCRIPTION/BACKGROUND:
210509Z - Robert J. and Karen W. Martel, 5425 NE 20th Avenue, Ocala, FL 34479, request a Zoning Change, Articles 2 and 4, of the Marion County Land Development Code, from R-1 (Single Family Dwelling) to A-1 (General Agriculture), for all uses permitted, on an approximate 3.11 Acre "Portion Of" 10.48 Acres, on Parcel Account Numbers 14908-000-00 and 14908-000-03.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Both Staff and P&Z Commission Recommended Approval (ON CONSENT)

MARION COUNTY GROWTH SERVICES

Date: 4/30/2021 | **P&Z: 4/26/2021 BCC: 5/18/2021**

Application No:
210509Z

Type of Application
Rezoning

Request
From R-E Residential Estate to A-1 General Agriculture, for all permitted uses

Owner
Robert and Karen Martel

Parcel #/Acreage
14908-000-00 / 10.48 acres

Future Land Use
Low Residential

Existing Zoning
R-1 Single-Family Dwelling

Staff Recommendation
Approval

P&Z Recommendation:
Approval (ON CONSENT)

Project Planner
Kimberleigh Dinkins, Sr. Planner



Item Summary
Staff is recommending **Approval** for a rezoning request from R-1 Single-Family Dwelling, on 3.1ac of 10.48acre parcel to A-1 General Agriculture for all permitted uses. The remaining 7.37 acres is already zoned A-1. The change in zoning will not adversely affect the public interest and is consistent with the current Comprehensive Plan. The request is also compatible with land uses in the surrounding areas. The site is currently vacant.

Public Notice
Notice of public hearing was mailed to 18 property owners within 300 feet of the subject property. There has been no written opposition at the time of this report's distribution.

Background

Location

The subject property is located on NE 56th St, a prescriptive road. It is between NE 25th Ave and NE 36th Ave Rd, about ¼ mi north of NE 49th St.

The following table summarizes adjacent future land use designations, zoning districts and existing uses:

ADJACENT PROPERTY CHARACTERISITICS			
Direction of Adjacency	**Future Land Use Designation**	**Zoning**	**Existing Use/MCPA Property Class**
North	Rural Land	R-1 Single-Family Dwelling	(01) Improved Residential
South	Low Density Residential	A-1 General Agriculture	(01) Improved Residential
West	Low Density Residential	A-1 General Agriculture	(08) Multi-Family 09 Units or Less Units (99) acreage/non-classified
East	Rural Land	A-1 General Agriculture	(99) Acreage/Non Classified

Infrastructure

The access to the site is from NE 56th St (a prescriptive rd).

ROADWAY STATUS AND CONDITIONS						
			Existing Conditions			
Road	Class	Maint. Entity	Surface	No. Lanes	R/W Width	R/W Deficiency
NE 56th St	Unclassified	Private	Unpaved	-	NA	0'

Request:

The applicant is requesting to rezone from R-1 Single-Family Dwelling to A-1 General Agriculture, for all permitted uses on a 3.1ac portion of a 10.48ac parcel.

Analysis:
The subject property has a dual zoning and the applicant seeks to obtain an A-1 zoning for the entire parcel. It is about ½ mile inside of the Urban Growth Boundary and within the primary Springs Protection Zone. The subject portion of the property has been designated R-1 since zoning was reinstated in 1982, likely due to responses to a survey taken at the time (anecdotal analysis).

The immediate surrounding properties are zoned A-1, General Agriculture, and the area is characterized by large lots developed as single family homes or in agricultural production. The area was designated Rural Land prior to the administrative Future Land Use Map amendment in 2013.

The application has been reviewed by the County's Development Review Committee (DRC) and no significant concerns were addressed by other departments.

In reaching its decision, the Commission will find:

a. Granting the proposed zoning change will not adversely affect the public interest. The subject property is 10.48 acres, which is slightly higher than the minimum lot size required for A-1 zoning. The A-1 zoning designation allows a number of agricultural activities by right, and places very little limitation on their intensity. However, surrounding parcels are being used for bona fide agriculture, per Property Appraiser records.

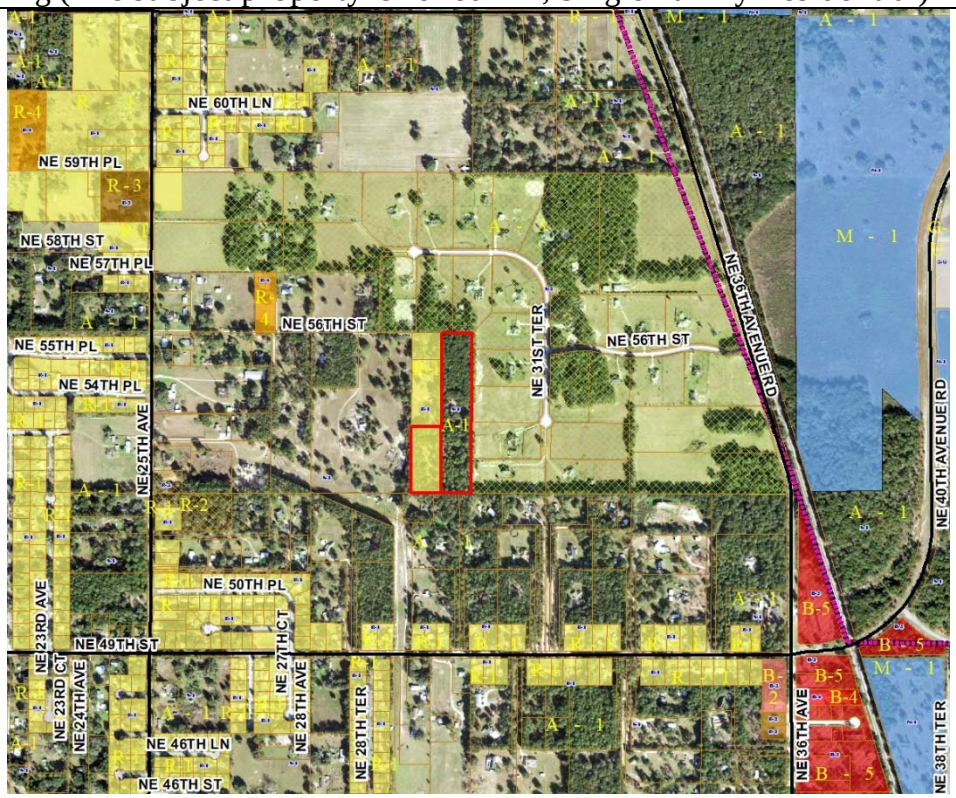
b. The proposed zoning change is consistent with the current Comprehensive Plan. The Marion County 2045 Future Land Use Map of the Comprehensive Plan designates the subject property as Low Residential. Because there is no minimum density for the Low Residential FLU, a parcel could meet the 10ac requirement for A-1 zoning. The subject property is a portion of a 10.48 acre parcel, which together meets the minimum zoning requirement.

c. The proposed zoning change is compatible with land uses in the surrounding area. The proposed rezoning to A-1 is consistent with the uses of vicinity properties. The adjacent and surrounding properties range in size from 1ac to 23.0 acres, and many are in agricultural production minimum size for A-1 zoning.

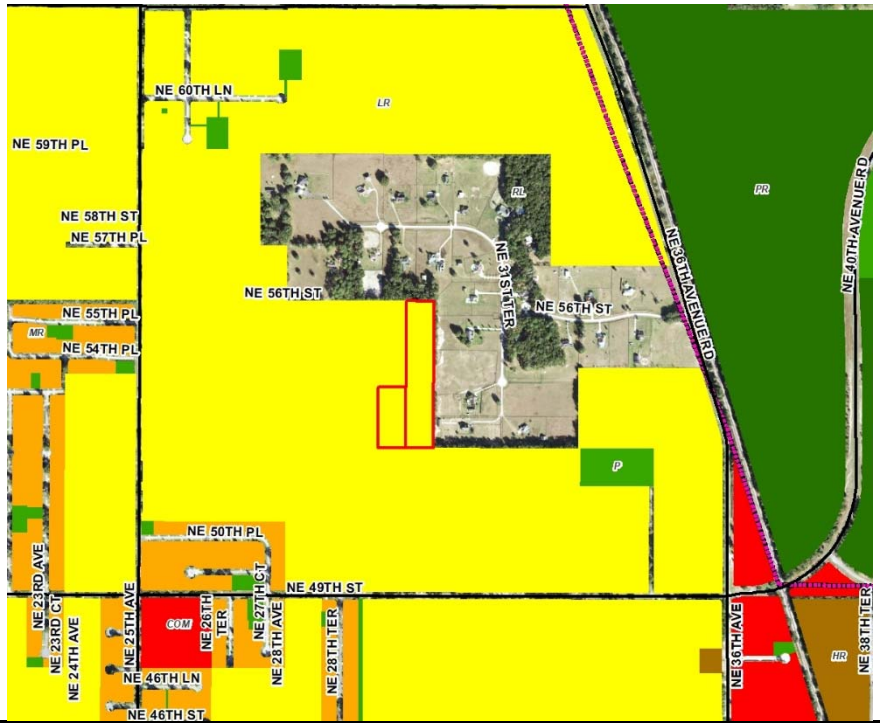
STAFF RECOMMENDATION: APPROVAL

PLANNING & ZONING COMMISSION RECOMMENDATION: APPROVAL (ON CONSENT)

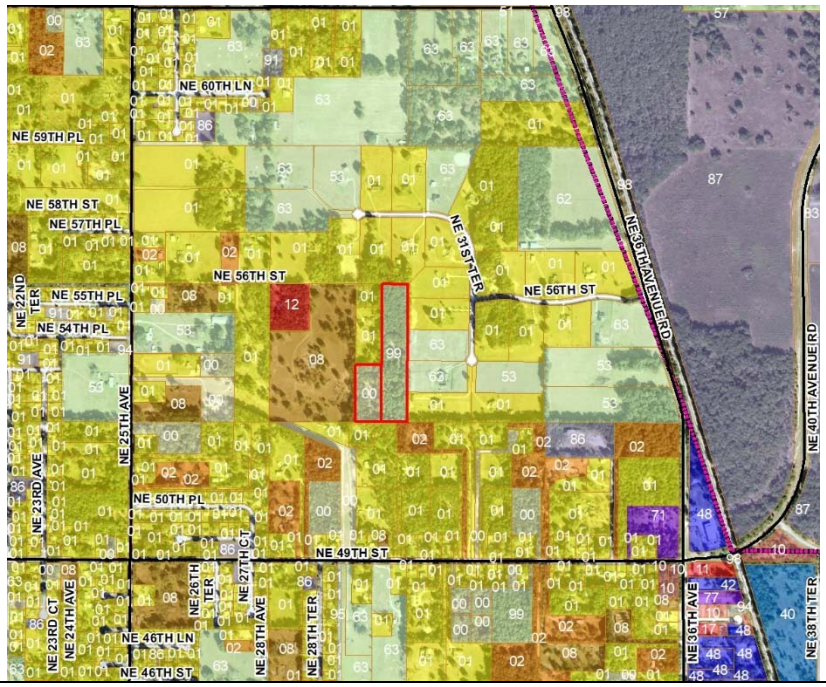
Zoning (The subject property is zoned R-1, Single Family Residential)



Future land use (The subject property has future land use of Low Density Residential.)



The surrounding area is predominantly single family homes and large residential or agricultural lots.



View of property from NE 56th St



View of surrounding area (facing N and S of NE 56th St

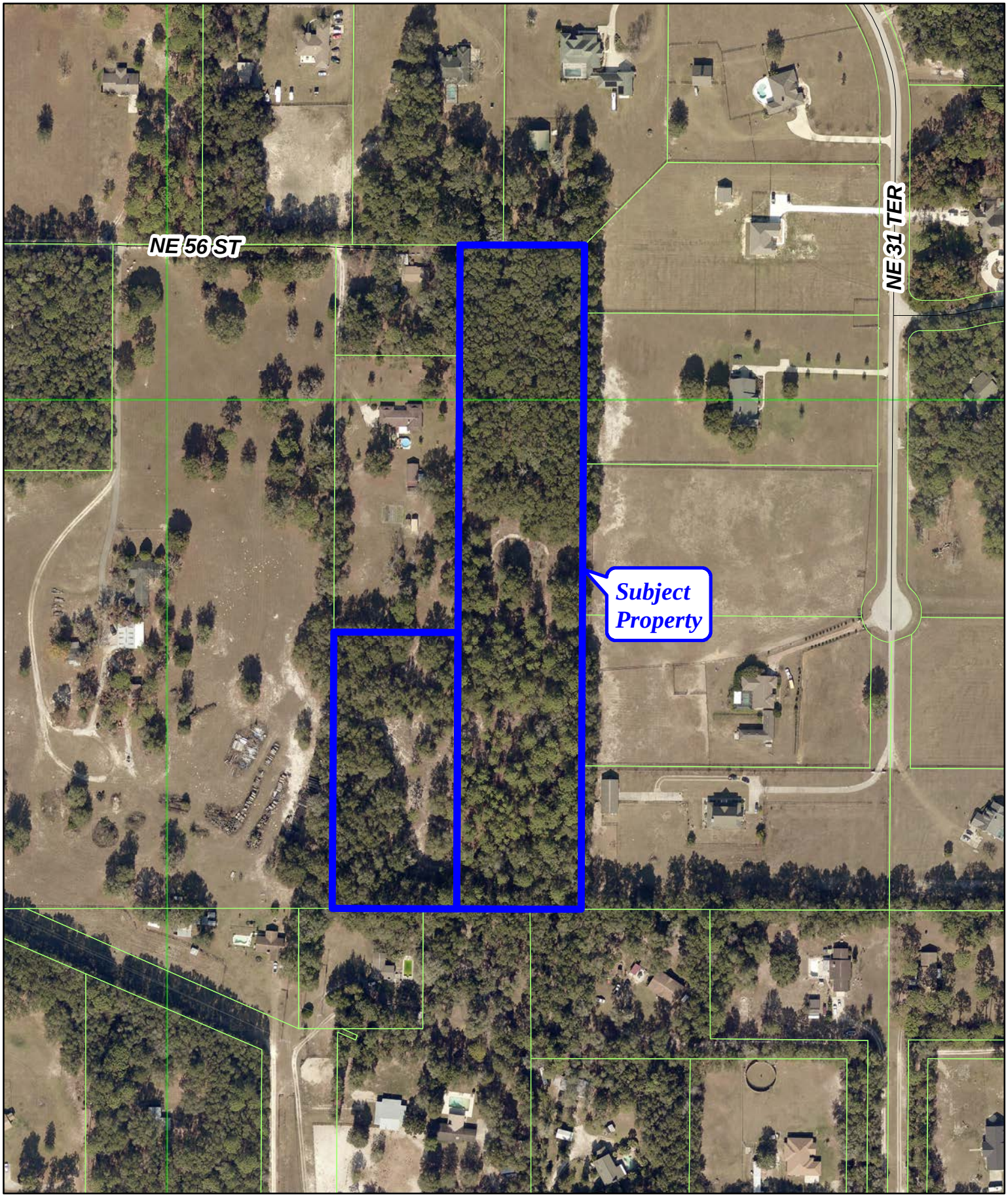








Aerial: 210509Z

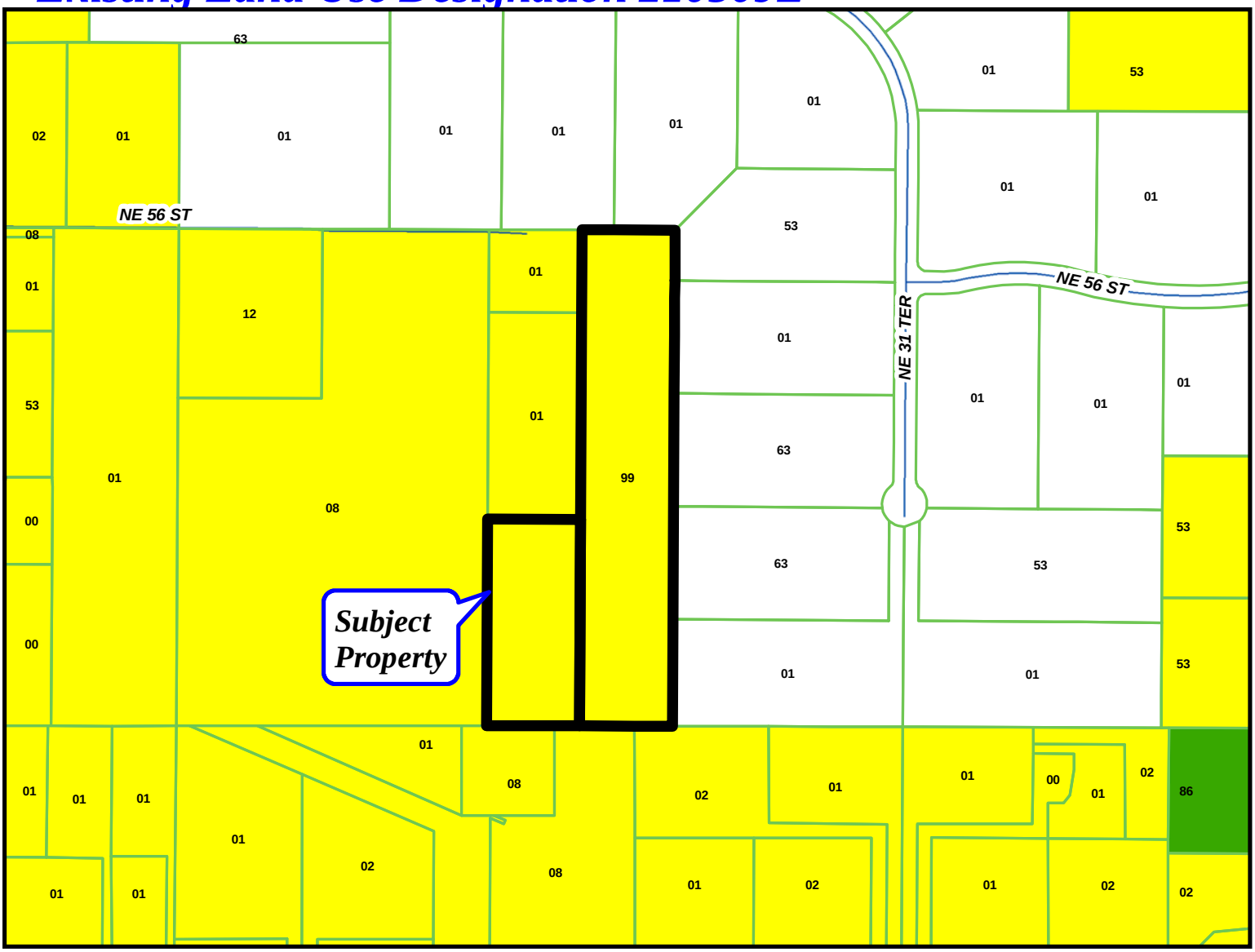


N

0 150 300 450 600

Feet

Existing Land Use Designation 210509Z



Use per MC Property Appraiser	
01	Single Family Res
50-69/99	Agricultural
00/10/40/70	Vacant
71	Church
02	Mobile Home
06-07/11-39	Commercial
41-49	Industrial
83-98	Public
82	Recreation
03-05/08	Multi-Family
77	Club/Lodge/Union Hall

OWNER(S): Robert J. and Karen W. Martel

AGENT: SAME

PARCEL(S): 14908-000-00

All provided GIS data is to be considered a generalized spatial representation, which is subject to revisions. The feature boundaries are not to be used to establish legal boundaries. For specific visual information, contact the appropriate county department or agency. The information is provided visual representation only and is not intended to be used as legal or official representation of legal boundaries.

N

Legend

- All Amendments
- **Policy 1.20**
- Rural Land (1 du/10 ac)
- Low Residential (0 - 1 du/ac)
- Medium Residential (1 - 4 du/ac)
- High Residential (4 - 8 du/ac)
- Farmland Preservation Area
- Urban Residential (8 - 16 du/ac)
- Rural Activity Center (0 - 2 du/ac; FAR 0.35)
- Rural Community (0 - 3 du/ac; FAR 0.70)
- Commercial (0 - 6 du/ac; FAR 1.0)
- Environmentally Sensitive Overlay Zone (ESOZ)
- Employment Center (0 - 12 du/ac; FAR 2.0)
- Commerce District (N/A; FAR 2.0)
- Public (N/A; FAR 1.0)
- Preservation (N/A; N/A)
- Municipality

#2105093
AR# 26345
PA#S: 14908-000-00
and 14908-000-03

Marion County
Board of County Commissioners
Growth Management • Zoning
2710 E. Silver Springs Blvd.
Ocala, FL 34470
Phone: 352-438-2675
Fax: 352-438-2676

APPLICATION FOR REZONING

Application No.: #2105093

The undersigned hereby requests a zoning change of the Marion County Land Development Code, Article 4, Zoning, on the below described property and area, from R-1 14908-000-03 to A-1, for the intended use of: FARMING

Legal description: (please attach a copy of the deed and location map)

Parcel account number(s): 14908-000-00 (7.37ac.) & 14908-000-03 (3.11ac.)

Property dimensions: 1320 x 247 / 550 x 247 **Total acreage:** 10.48 ✓

Directions: N OR NE 25 AVE TO NE 56 STREET GO TO END OF ROAD

The property owner must sign this application unless he has attached written authorization naming an agent to act on his/her behalf.

ROBERT J. + KAREN W. MARTEL
Property owner name (please print)

5425 NE 20th AVE
Mailing address

OCALA FL 34479
City, state, zip code

352 816-5236
Phone number (please include area code)

Signature

Applicant or agent name (please print)

Mailing address

City, state, zip code

Phone number (please include area code)

Signature

Please note: the zoning change will not become effective until 14 days after a final decision is made by the Marion County Board of County Commissioners. The owner, applicant or agent is encouraged to attend the public hearing where this application will be discussed. If no representative is present and the board requires additional information, the request may be postponed or denied. Notice of said hearing will be mailed to the above-listed address(es). All information given by the applicant or agent must be correct and legible to be processed. The filing fee is $1,000.00, and is non-refundable. For more information, please contact the Zoning Division at 352-438-2675.

****

FOR OFFICE USE ONLY

RECEIVED BY: DM **DATE:** 3/2/2021 **ZONING MAP NO.:** 194

Sec. 27-14-22

"Meeting Needs by Exceeding Expectations"

www.marioncountyfl.org

Prj. 2021 03 0008
AR 26345

Marion County Board of County Commissioners
Growth Services
Planning & Zoning/Development Review Department
2710 East Silver Springs Boulevard, Ocala, FL 34470
Phone: (352) 438-2675 Fax: (352) 438-2676

#2105093

APPLICATION TO SUBDIVIDE/COMBINE REAL PROPERTY

PROPERTY OWNER(S): Combine Both 14908-000-03 & MARTEL, Karen & Robert 14908-000-00

PARCEL NUMBER(S):

PROPERTY INFORMATON: SECTION 27 TOWNSHIP 14 RANGE 22 ZONED R1 & A1

SIZE OF PROPOSED PARCEL(S): OK in process to rezone the R1 to A1

According to the Marion County Land Development Code, Article 8.2, the described property can be divided/combined as follows:

____ A parent tract 20 acres or greater

____ A parent of record for family division

____ Lots in a platted subdivision

____ Division by a court order

X Other: Please use parent parcel 14908-000-00 when combined

This approval is based on information provided by owner that all other applicable codes and setback requirements on the resulting parcel(s) will be met.

APPROVED BY: C Mudelori DATE: 3/2/2021

Zoning Technician

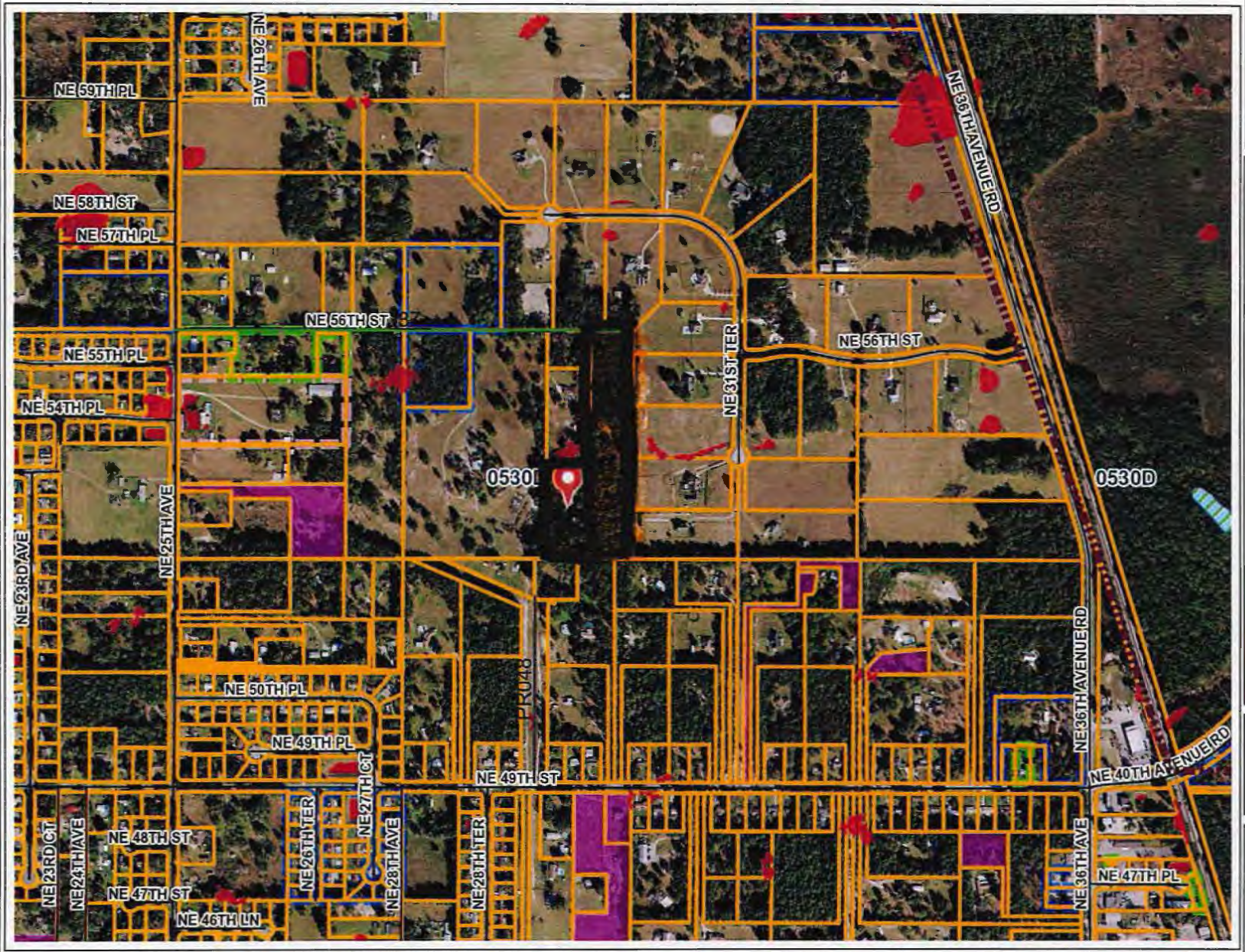
#2105093



CROSS TIE RANCHES
PLAT BOOK 5, PAGE 62
NE 56TH STREET (SIGN)
MAP OF BOUNDARY SURVEY FOR and/or CERTIFIED TO:
DANNY R. JAMES, III
FITZGERALD DENNIS AND VILMA DENNIS, TRUSTEES OF THE FITZGERALD DENNIS LIVING TRUST, DATED NOVEMBER 11, 2002, ISAOA
KLEIN & KLEIN, LLC
FIRST AMERICAN TITLE INSURANCE COMPANY
DESCRIPTION: (AS FURNISHED)
PARCEL 1:
COMMENCE AT THE NE CORNER OF THE NE 1/4 OF THE SW 1/4 OF SECTION 27, TOWNSHIP 14 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA, THENCE WEST ALONG THE NORTH BOUNDARY OF SAID NE 1/4 OF THE SW 1/4 A DISTANCE OF 247.33 FEET, THENCE IN A SOUTHERLY DIRECTION A DISTANCE OF 1319.875 FEET, MORE OR LESS, TO A POINT ON THE SOUTH BOUNDARY OF SAID NE 1/4 OF THE SW 1/4 WHICH IS 247.33 FEET WEST OF THE SE CORNER OF SAID NE 1/4 OF THE SW 1/4, THENCE EAST ALONG THE SOUTH BOUNDARY OF SAID NE 1/4 OF THE SW 1/4 247.33 FEET TO THE SE CORNER OF SAID NE 1/4 OF THE SW 1/4, THENCE NORTH ALONG THE EAST BOUNDARY OF SAID NE 1/4 OF THE SW 1/4 A DISTANCE OF 1319.68 FEET TO THE POINT OF BEGINNING.
AND PARCEL 2:
TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THE NORTH 25 FEET OF THE FOLLOWING DESCRIBED LAND:
COMMENCING AT THE NE CORNER OF THE NE 1/4 OF SW 1/4 OF SECTION 27, TOWNSHIP 14 SOUTH, RANGE 22 EAST, MARION COUNTY, FLORIDA, THENCE S.89°50'00"W. ALONG THE NORTH BOUNDARY OF SAID NE 1/4 OF SW 1/4, 247.33 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 120.00 FEET, THENCE S.89°50'00"W. 247.33 FEET TO THE WEST BOUNDARY OF THE EAST 3/8 OF SAID NE 1/4 OF THE SW 1/4, THENCE N.0°00'00"W. ALONG SAID WEST BOUNDARY 120.00 FEET TO THE NW CORNER OF SAID EAST 3/8 OF THE NE 1/4 OF SW 1/4, THENCE N.89°50'00"E. ALONG THE NORTH BOUNDARY OF SAID NE 1/4 OF SW 1/4, 247.33 FEET TO THE POINT OF BEGINNING
PARCEL 1
A PORTION OF THE NE 1/4 OF THE SW 1/4 OF SECTION 27-T14S-R22E
14908-000-00
A-1 7.37 ACRES
14908-000-03
R1 3.12 ACRES
Well
Drain Field
N
MARK W. EVANS & ASSOC., INC. - LAND SURVEYORS
THE SURVEY DEPICTED HERE IS NOT COVERED BY PROFESSIONAL LIABILITY INSURANCE.

Marion County | Growth Services Viewer

Map Title





Legend

- Urban Growth Boundary
- Prescriptive_Roads
- Judgement_Roads
- Streets
- Special Flood Hazard Areas - 1 Chance Flood
  - A - No Base Flood Elevation Deter
  - AE - Base Flood Elevation Determi
  - AH - Area of Ponding 1-3 ft
- Other Areas
  - X - 0.2% Annual Chance Flood
  - X - 1% Annual Chance Flood Less
  - X - Areas Outside 0.2% Annual Cha
- 2008 FIRM Panel
- Transitional Flood Prone Areas
- Flood Prone Areas
- Parcels
- Environmentally Sensitive Ove

1: 10,210

1 in = 0.16 Miles

N W E S

Notes

Creation Date: 3/2/2021

0.3 0 0.16 0.3 Miles

Projected Coordinate System: NAD_1983_StatePlane_Florida_West_FIPS_0902_Feet

Created By:

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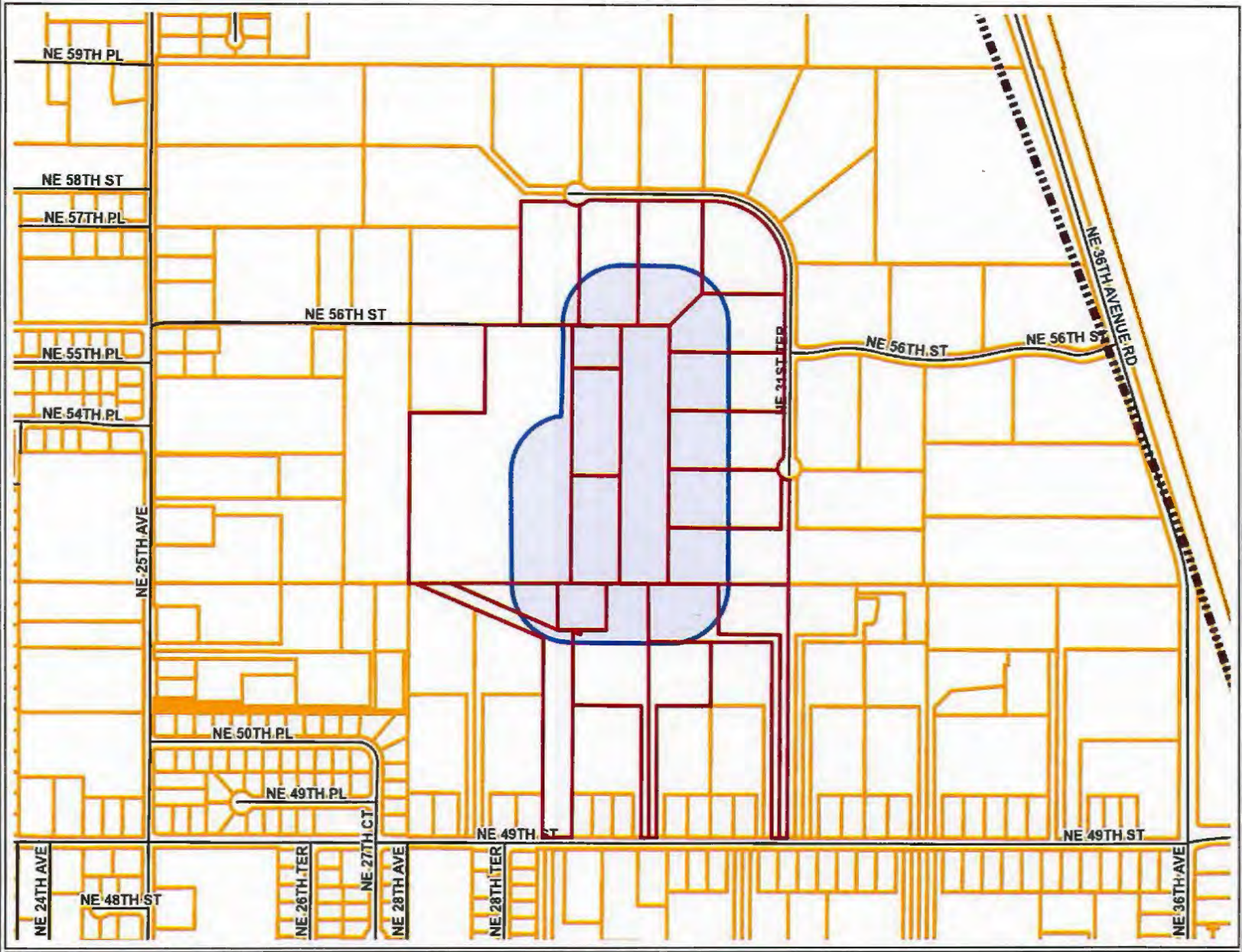
Marion County Growth Services Viewer | 210509Z - MARTEL





Legend

- Urban Growth Boundary
- Streets
- Parcels
- Municipalities
- Marion County

1: 8,997

1 in = 0.14 Miles

N W E S

0.3 0 0.14 0.3 Miles

Projected Coordinate System: NAD_1983_StatePlane_Florida_West_FIPS_0902_Feet

Created By: dp

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Notes

C/O: N/A
AGENT: N/A

Creation Date: 3/15/2021

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3022 **Agenda Date:** 5/18/2021 **Agenda No.:** 15.1.6.

SUBJECT:
210510Z - Marguerite McDermott, R-1 to A-1, 3.62 Acres

INITIATOR:
Mary Elizabeth Burgess, Director

DEPARTMENT:
Growth Services

DESCRIPTION/BACKGROUND:
210510Z - Marguerite McDermott, 14326 Key Lime Blvd., Loxahatchee, FL 33470, request a Zoning Change, Articles 2 and 4, of the Marion County Land Development Code, from R-1 (Single Family Dwelling) to A-1 (General Agriculture), for all uses permitted, on approximately 3.62 Acres, on Parcel Account Number 5078-002-001.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Both Staff and P&Z Commission Recommend Approval (ON CONSENT)

MARION COUNTY GROWTH SERVICES

4/30/2021 | **P&Z: 4/26/2021 BCC: 5/18/2021**

Item Number
210510Z

Type of Application
Rezoning

Request
From: R-1 (Single-Family Dwelling)
To: A-1 (General Agriculture)

Parcel #/Acreage:
5078-002-001/±3.62 ac

Land Use Designation:
RL, Rural Land

Owner/Applicant:
Marguerite McDermott

Location: SE Hwy 42, west of SE 162nd St

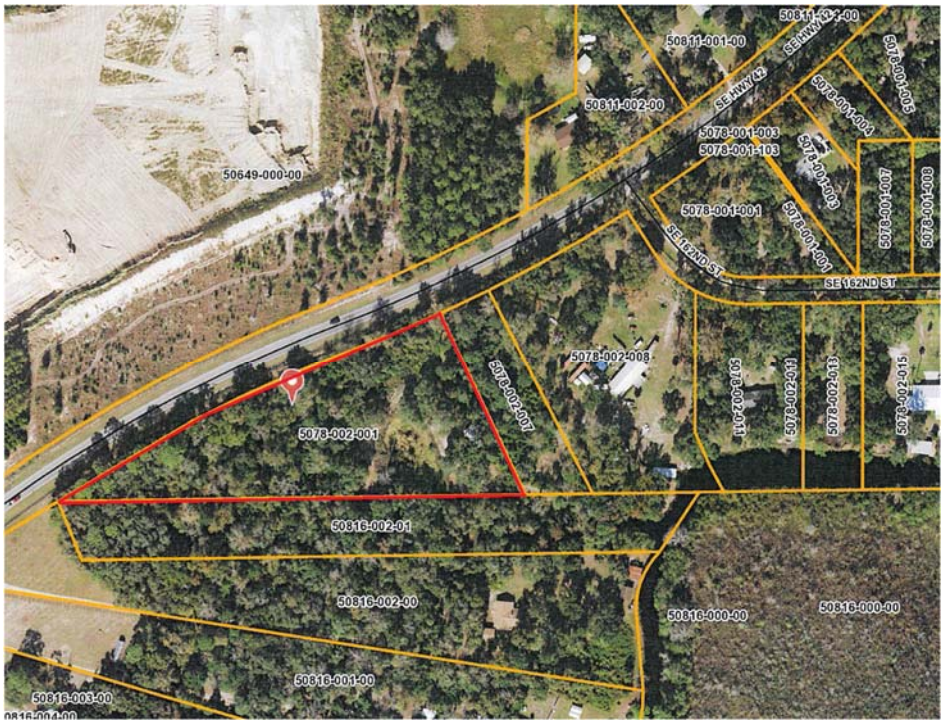
Staff Recommendation:
Approval

P&Z Recommendation
Approval
(ON CONSENT)

Project Planner
Joanna L. Coutu, AICP; Deputy Director

Existing Use:
Vacant

Code Enforcement Actions On-site: N/A



Item Summary:

Staff is recommending Approval for a rezoning from R-1 (Single-Family Dwelling) to A-1 (General Agriculture) for a ±3.62-acre vacant parcel in accordance with Marion County Land Development Code (LDC), Article 2, Division 7, *Zoning Change*. The applicant owns the adjacent lot to the south that already has an A-1 designation, and this change will allow them to develop the lots together for a proposed residence and accessory building.

Public Notice

Notice of public hearing was mailed to 7 property owners within 300 feet of the subject property.

Location

The site lies directly on SE Highway 42 in the Weirsdale area.

Background

The application site formerly made up six lots in the Tanglewood subdivision, which was vacated to acreage in February, 2021. It is currently vacant and heavily wooded.

The land use designation, zoning, and existing uses for the immediately surrounding properties are provided below:

TABLE 1 – Adjacent Property Characteristics			
Direction	**FLUM Designation**	**Zoning**	**Existing Use per MCPA Property Code**
N	Rural Land	A-1 (General Agriculture)	SE Hwy 42; Vacant (Timberland) – Residence removed in 2020
S	Rural Land	A-1 (General Agriculture)	Vacant residential (owned by applicant)
E	Rural Land	R-1 (Single-family dwelling)	Vacant residential
W	Rural Land	A-1 (General Agriculture)	SE Hwy 42; Vacant (Timberland) – Residence removed in 2020

Infrastructure - The access to the property is from SE Hwy. 42.

ROADWAY STATUS AND CONDITIONS						
			Existing Conditions			
Road	Class	Maint. Entity	Surface	No. Lanes	R/W Width	R/W Deficiency
SE Hwy 42	Collector	County	Paved	2	65’	55’

Request and Analysis

The application requests a change to A-1, similar to the lot that the applicant also owns directly to the south. The existing R-1 designation was assigned to the overall platted subdivision, and this area has since been removed from that plat and combined into acreage that is more consistent with the A-1 acreage lands to the south.

There is a flood-prone area on the southeast side of the parcel, as well as what appears to be a water body connected to the Ocklawaha River. The site is in Flood Zone X, is outside of the Urban Growth Boundary, and in the Secondary Springs Protection Overlay Zone. A portion lies in the Environmentally Sensitive Overlay Zone (ESOZ).

The Property Appraiser notes indicate they located a tiny home on the site in 2020, and this appears to be visible in the 2020 aerial. However, Growth Services staff could not confirm this on-site.

Development Review Committee staff reviewed this request and had no concerns. Engineering/Traffic noted that traffic generation will not be increased by the request, and Utilities confirmed that the site is located in the Marion County service area but is outside mandatory connection distance.



Approximate location of water in blue. Red hatching on site indicates ESOZ area. Ocklawaha River is on right side.



Flood-prone area indicated by purple shading

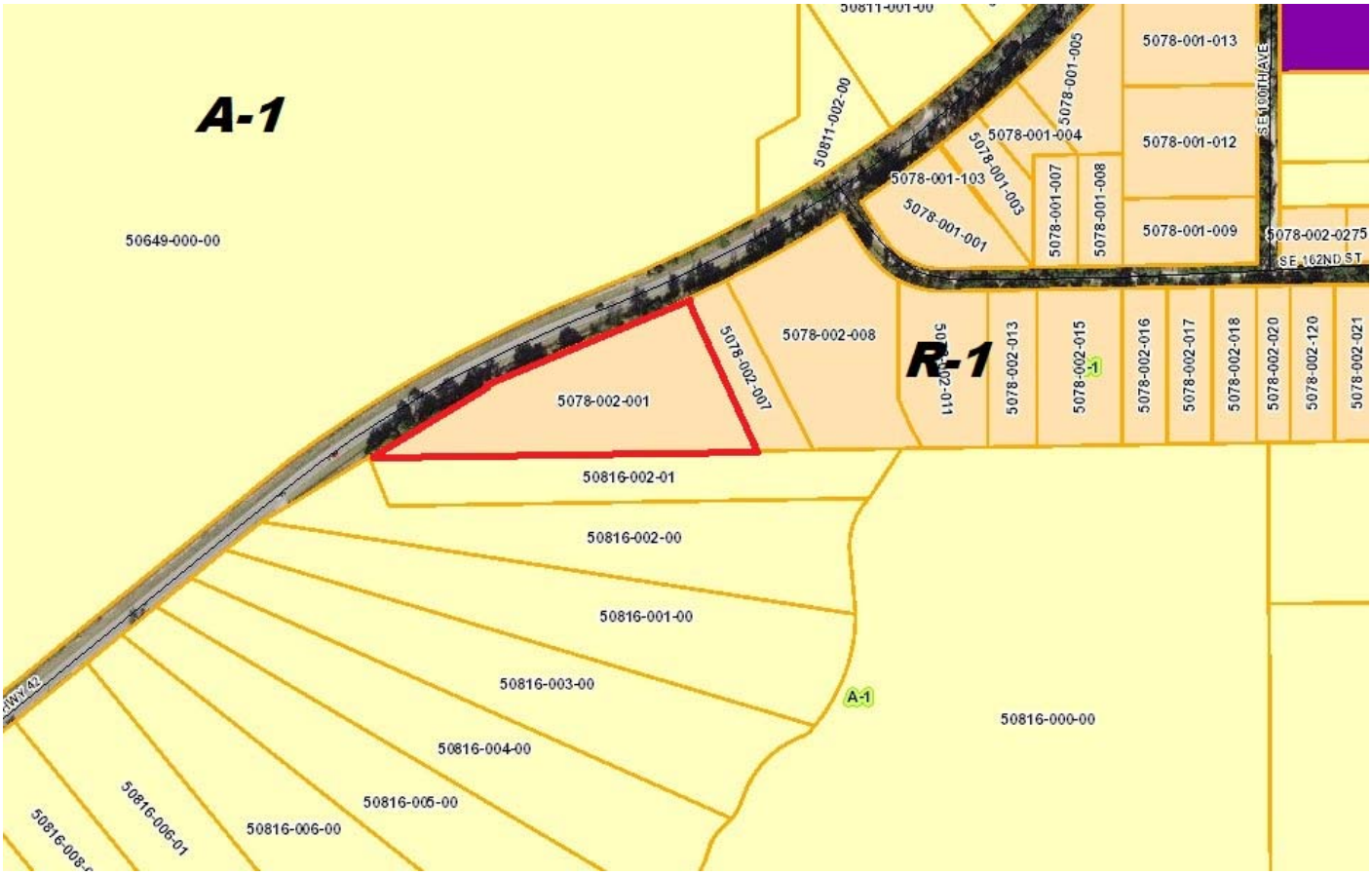
In reaching its decision, the Commission must address the following:

a. **Granting the proposed zoning change will not adversely affect the public interest.** The site lies adjacent to A-1 zoning, and the parcel to the south is also owned by the applicant. The request from R-1 to A-1 reduces the allowable density on the site, and will not adversely affect the public interest.

b. **The proposed zoning change is consistent with the current Comprehensive Plan.** The site has a Comprehensive Plan designation of RL for the site, which is consistent with the A-1 designation as proposed.

	c. The proposed zoning change is compatible with land uses in the surrounding area. The zoning change is consistent with the acreage lands to the south, north and west of this site. The site was vacated from the subdivision to the east and combined into acreage in February, 2021. As such, the proposal is compatible with the land uses in the area. **Staff Recommendation: APPROVAL**

Existing Zoning Designations





View east on SE Hwy 42 towards SE 162nd St.



View west on SE Hwy 42

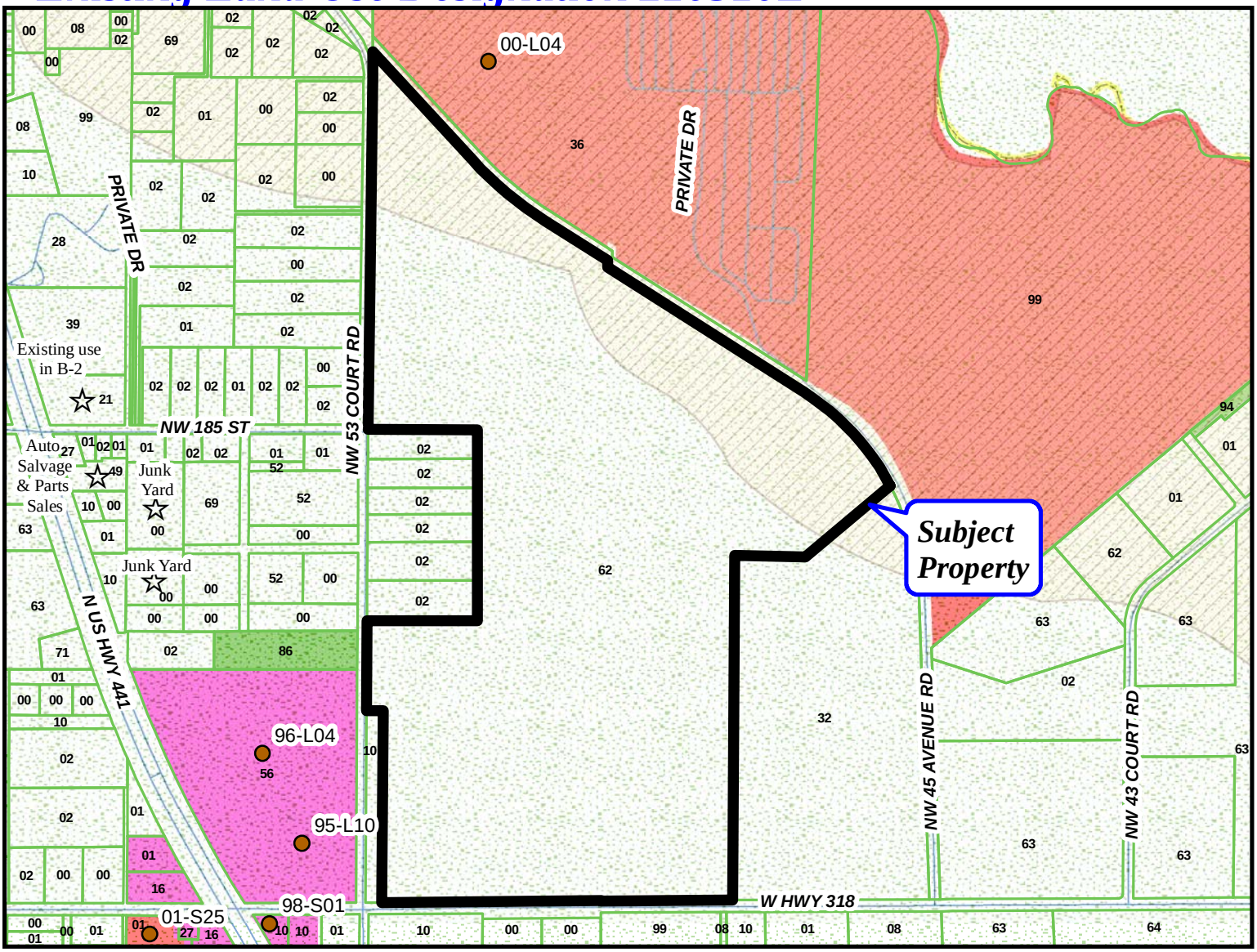


Application site (vacant and with heavy trees)

Aerial: 210510Z



Existing Land Use Designation 210510Z



Use per MC Property Appraiser	
01	Single Family Res
50-69/99	Agricultural
00/10/40/70	Vacant
71	Church
02	Mobile Home
06-07/11-39	Commercial
41-49	Industrial
83-98	Public
82	Recreation
03-05/08	Multi-Family
77	Club/Lodge/Union Hall

OWNER(S): Marguerite McDermott

AGENT: SAME

PARCEL(S): 5078-002-001

All provided GIS data is to be considered a generalized spatial representation, which is subject to revisions. The feature boundaries are not to be used to establish legal boundaries. For specific visual information, contact the appropriate county department or agency. The information is provided visual representation only and is not intended to be used as legal or official representation of legal boundaries.

N

Legend

- All Amendments
- Policy 1.20
- Rural Land (1 du/10 ac)
- Low Residential (0 - 1 du/ac)
- Medium Residential (1 - 4 du/ac)
- High Residential (4 - 8 du/ac)
- Farmland Preservation Area
- Urban Residential (8 - 16 du/ac)
- Rural Activity Center (0 - 2 du/ac; FAR 0.35)
- Rural Community (0 - 3 du/ac; FAR 0.70)
- Commercial (0 - 6 du/ac; FAR 1.0)
- Environmentally Sensitive Overlay Zone (ESOZ)
- Employment Center (0 - 12 du/ac; FAR 2.0)
- Commerce District (N/A; FAR 2.0)
- Public (N/A; FAR 1.0)
- Preservation (N/A; N/A)
- Municipality

2105103

AR#: 26353

PA#: 5078-002-001

Marion County
Board of County Commissioners
Growth Management • Zoning

Marion County FLORIDA

2710 E. Silver Springs Blvd.
Ocala, FL 34470
Phone: 352-438-2675
Fax: 352-438-2676

APPLICATION FOR ZONING CHANGE

Application No.: #2105103

The undersigned hereby requests a zoning change of the Marion County Land Development Code, Article 4, Zoning, on the below described property and area, from R1 to A1, for the intended use of:

Construction of residence & accessory building

Legal description: (please attach a copy of the deed and location map) Combining w/ owned adjoining lot

Parcel account number(s): 5078-002-001

Property dimensions: Triangle 781.9 x 378.29 vacant **Total acreage:** 3.62 ✓

Directions: South side of Hwy 42 just west of SE 162nd St. Weirsdale vacant lot

The property owner must sign this application unless he has attached written authorization naming an agent to act on his/her behalf.

Marguerite McDermott ✓
Property owner name (please print)

14326 Key Lime Blvd.
Mailing address

Lox Loxahatchee, FL 33470
City, state, zip code

561-722-9765
Phone number (please include area code)

Email Address: meggiemac@bellsouth.net

Signature

_____ **Applicant or agent name (please print)**

_____ **Mailing address**

_____ **City, state, zip code**

_____ **Phone number (please include area code)**

_____ **Signature**

Please note: the zoning change will not become effective until 14 days after a final decision is made by the Marion County Board of County Commissioners. The owner, applicant or agent is encouraged to attend the public hearing where this application will be discussed. If no representative is present and the board requires additional information, the request may be postponed or denied. Notice of said hearing will be mailed to the above-listed address(es). All information given by the applicant or agent must be correct and legible to be processed. The filing fee is $1,000.00, and is non-refundable. For more information, please contact the Zoning Division at 352-438-2675.

****

FOR OFFICE USE ONLY

RECEIVED BY: Jeremy DATE: 3-3-21 ZONING MAP NO.: 353
LAND USE: RL ZONING: R-1 SEC/TWP/RGE: 30/17/25 ✓

Rev. 07/02/2019

Proj: 2021030012
AR: 26353

"Meeting Needs by Exceeding Expectations" #Tanglewood

www.marioncountyfl.org

Marion County | Growth Services Viewer | Map Title #210510 3





Legend

- Urban Growth Boundary
- Address Search Results
- Road Maintenance
  - OCE Maintained, Paved
  - OCE Maintained, Unpaved
  - OCE Maintained,MSTU, Paved
  - Other
- Streets
- Parcels
- Future Land Use
  - Rural Land (1 du/10 ac)
  - Low Residential (0 - 1 du/ac)
  - Medium Residential (1 - 4 du/ac)
  - High Residential (4 - 8 du/ac)
  - Urban Residential (8 - 16 du/ac)
  - Rural Activity Center (0 - 2 du/ac; F
  - Commercial (0 - 6 du/ac; FAR 1.0)
  - Employment Center (0 - 12 du/ac; F

1: 1,909

1 in = 0.03 Miles

N W E S

Notes

0.1 0 0.03 0.1 Miles

Projected Coordinate System: NAD_1983_StatePlane_Florida_West_FIPS_0902_Feet

Created By:

This map was produced by a Marion County employee using an online internal mapping viewer. All GIS features provided through the Marion County online internal mapping viewer are to be considered a generalized spatial representation which is subject to revisions. The GIS features shown hereon are not to be used as legal descriptions. For confirmation of details related to the GIS features, please contact the appropriate department or constitutional office.

Creation Date: 3/3/2021

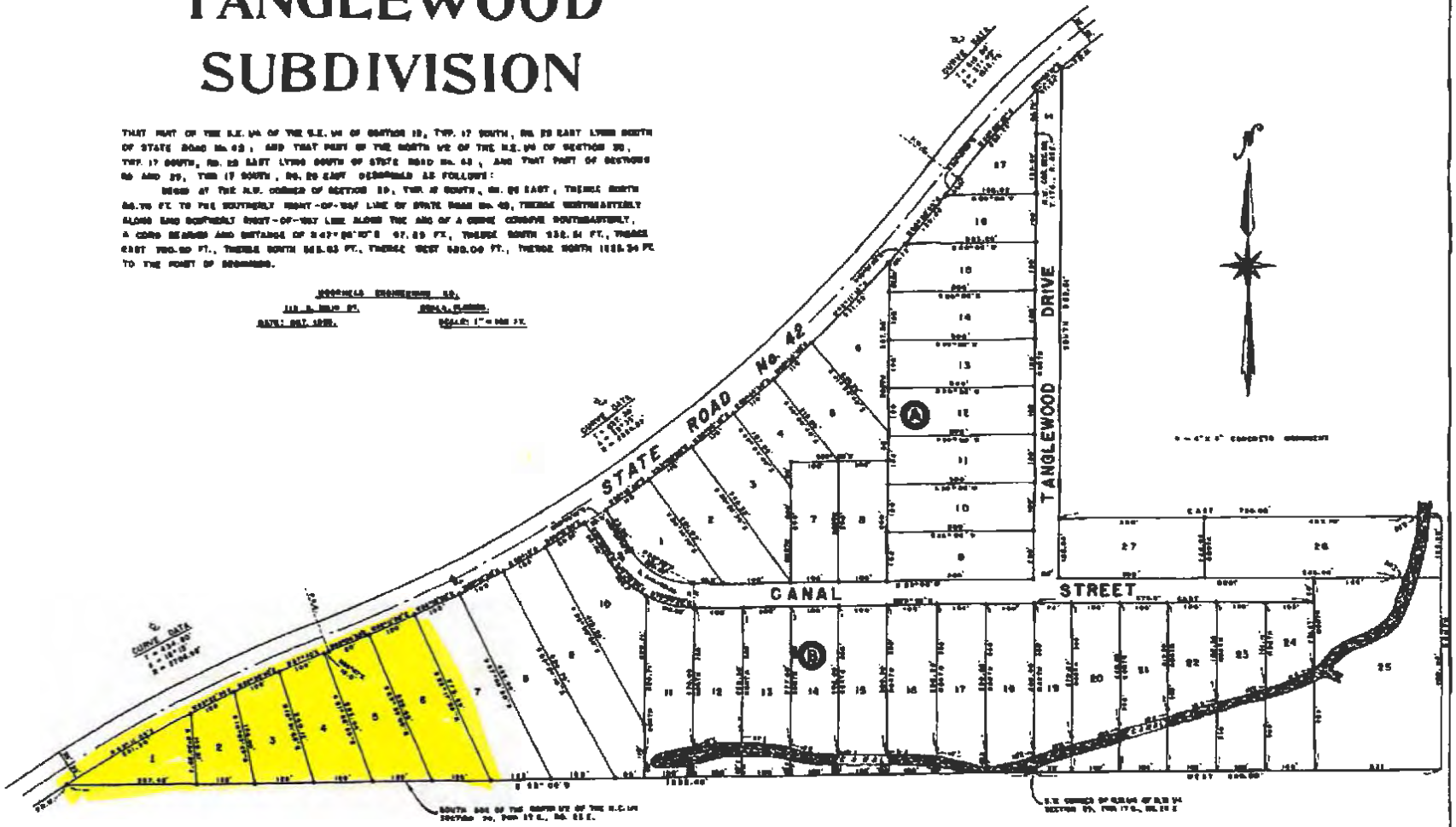
F-7

TANGLEWOOD SUBDIVISION

THAT PART OF THE S.E. 1/4 OF THE S.E. 1/4 OF SECTION 19, TWP. 17 SOUTH, RG. 29 EAST LYING SOUTH OF STATE ROAD No. 42, AND THAT PART OF THE NORTH 1/2 OF THE N.E. 1/4 OF SECTION 30, TWP. 17 SOUTH, RG. 29 EAST LYING SOUTH OF STATE ROAD No. 42, AND THAT PART OF SECTIONS 29 AND 20, TWP. 17 SOUTH, RG. 29 EAST DESCRIBED AS FOLLOWS:

BEGIN AT THE N.W. CORNER OF SECTION 29, TWP. 17 SOUTH, RG. 29 EAST, THENCE SOUTH 66.76 FT. TO THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD No. 42, THENCE NORTHEASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE ALONG THE ARC OF A CURVE CONCAVE SOUTHEASTERLY, A CORD BEARING AND DISTANCE OF N 43° 28' 30" E 97.89 FT., THENCE SOUTH 232.51 FT., THENCE EAST 700.00 FT., THENCE SOUTH 545.83 FT., THENCE WEST 800.00 FT., THENCE NORTH 1015.34 FT. TO THE POINT OF BEGINNING.

JOSEPH S. HOUSEHOLDER JR.
111 S. MAIN ST. OCALA, FLORIDA.
DATE: SEPT. 1958. SCALE: 1" = 100 FT.



STATE OF FLORIDA
COUNTY OF MARION

We the undersigned, owners of the real estate situated and platted in this plat, do hereby authorize the same to be recorded in the public records of Marion County, Florida, and do hereby dedicate to the public and to the purchasers of property thereto, all roads and easements shown on said plat; reserve only to such persons as to them shall seem proper from and by said plat that such streets are reserved, and do hereby warrant that we are the owners of said property situated and included in said plat with full authority to authorize the recording of the plat thereof, as in aforesaid this dedication.

Witness our hands and seals this 2nd day of NOVEMBER A.D. 1958.

Signed, sealed and delivered in the presence of:

Witness: Clyde Clinton
Witness:
Earl E. Thornton
Bernice H. Thornton

STATE OF FLORIDA
COUNTY OF MARION

I hereby certify that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Earl E. Thornton, who is known to me to be the person described in, and who executed the foregoing instrument, and they acknowledged that they executed the same freely and voluntarily and for the purposes therein expressed.

Witness my hand and official seal at OCALA, County of MARION, State of Florida this 6th day of NOVEMBER A.D. 1958.

My commission expires: MAY 30, 1959.

Notary Public, State of Florida at Large

I, J.S. HOUSEHOLDER JR., of the Standard Engineering Company, author of this plat, do hereby certify that it is a correct representation of the land platted, and that Permanent Reference Monuments have been placed thereon as called for under Section 7, Chapter 10278, Laws of Florida.

Registered Engineer No. 1111, State of Fla.

This certifies that this plat was presented to the Board of County Commissioners of Marion County, Florida and approved by them for record on the 3rd day of NOVEMBER A.D. 1958.

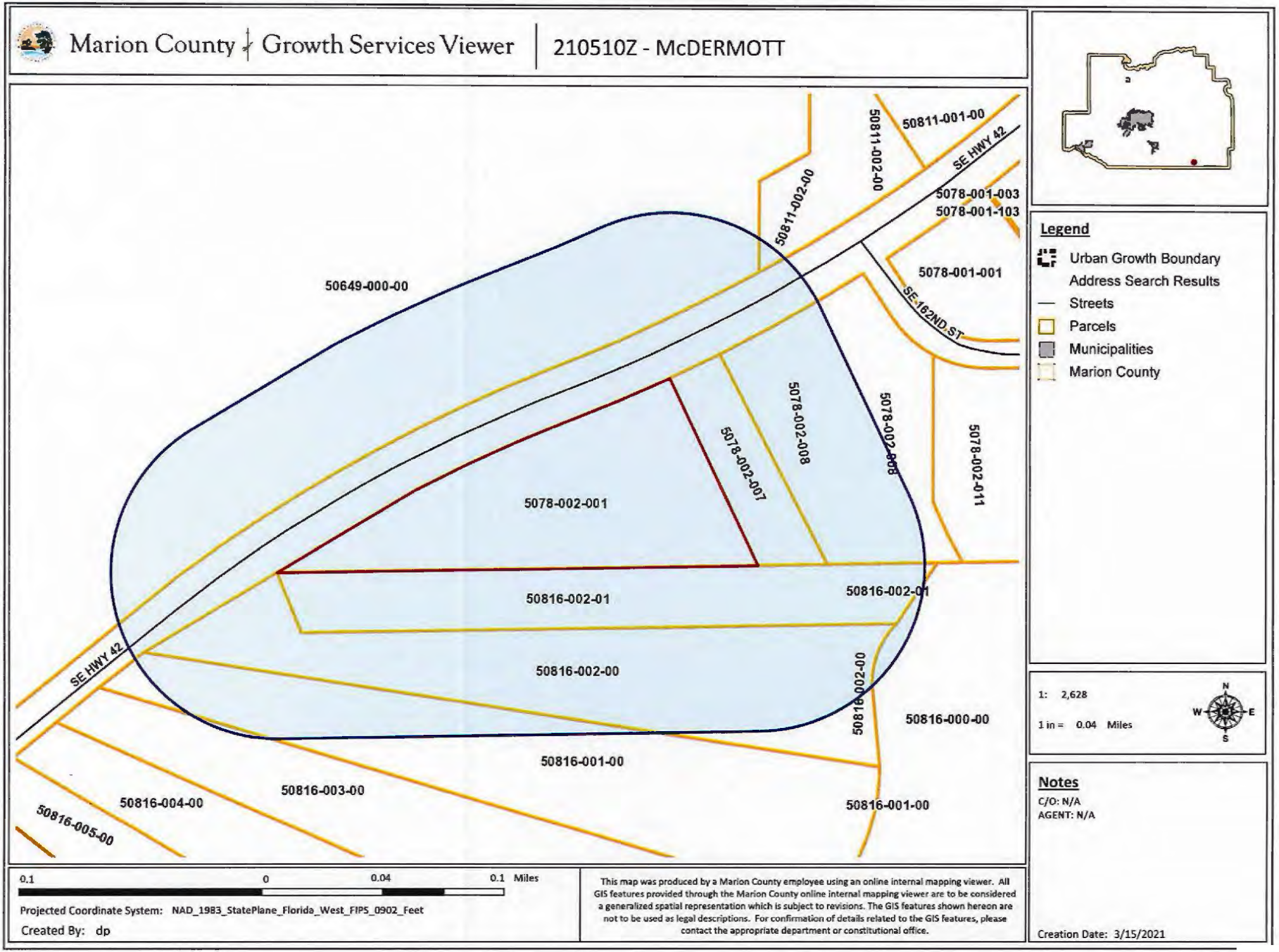
Attest: Clerk
Chairman

I, JOHN F. HOUSHOLDER, Clerk of the Circuit Court of Marion County, Florida, do hereby certify that the foregoing plat complies in the provisions of Chapter 10278, Laws of Florida, and filed in my office for record on the 3rd day of NOVEMBER A.D. 1958, and recorded in the Public Records of said County on the 3rd day of NOVEMBER A.D. 1958, in Plat Book F Page 7.

Clerk

NOTICE: There may be additional restrictions that are not recorded on this plat that may be found in the public records of this County.

F-7


Marion County Growth Services Viewer
210510Z - McDERMOTT
50649-000-00
50811-001-00
50811-002-00
50811-002-00
SE HWY 42
5078-001-003
5078-001-103
5078-001-001
SE 182ND ST
5078-002-007
5078-002-008
5078-002-008
5078-002-011
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50816-001-00
50816-003-00
50816-004-00
50816-005-00
50816-001-00
SE HWY 42
Legend
Urban Growth Boundary
Address Search Results
Streets
Parcels
Municipalities
Marion County
1: 2,628
1 in = 0.04 Miles
N
W
E
S
Notes
C/O: N/A
AGENT: N/A
Creation Date: 3/15/2021
0.1 0 0.04 0.1 Miles
Projected Coordinate System: NAD_1983_StatePlane_Florida_West_FIPS_0902_Feet
Created By: dp
This map was produced by a Marion County employee using an online internal mapping viewer. All GIS features provided through the Marion County online internal mapping viewer are to be considered a generalized spatial representation which is subject to revisions. The GIS features shown hereon are not to be used as legal descriptions. For confirmation of details related to the GIS features, please contact the appropriate department or constitutional office.

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3023 **Agenda Date:** 5/18/2021 **Agenda No.:** 15.1.7.

SUBJECT:
210511Z - Pamela DeBoer, Jill Langford ET AL, Jason, Justin and Jene DeBoer, B-2 and A-1, 50 Acres

INITIATOR:
Mary Elizabeth Burgess, Director

DEPARTMENT:
Growth Services

DESCRIPTION/BACKGROUND:
210511Z - Pamela DeBoer, Jill Langford ET AL, Jason, Justin and Jene DeBoer, 45594 W. Keller Drive, Maricopa, AZ 85139, request a Zoning Change, Articles 2 and 4, of the Marion County Land Development Code, from the B-2 (Community Business) only “Portion Of” to A-1 (General Agriculture), for all uses permitted, on approximately 171.68 Acres, on Parcel Account Number 03007-000-00.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Both Staff and P&Z Commission Recommend Approval (ON CONSENT)

Marion County Board of County Commissioners

Date: 4/30/2021	P&Z: 4/26/2021 BCC: 5/18/2021

Item Number
210511Z

Type of Application
Rezoning

Request
From:B-2, Community Business
To: A-1, General Agriculture

Concurrent Land Use Amendment:
None

Owner/Applicant
Pamela DeBoer, Et AL/Nathan Garcia

Parcel #/Acreage
03007-000-00/ ±171.68

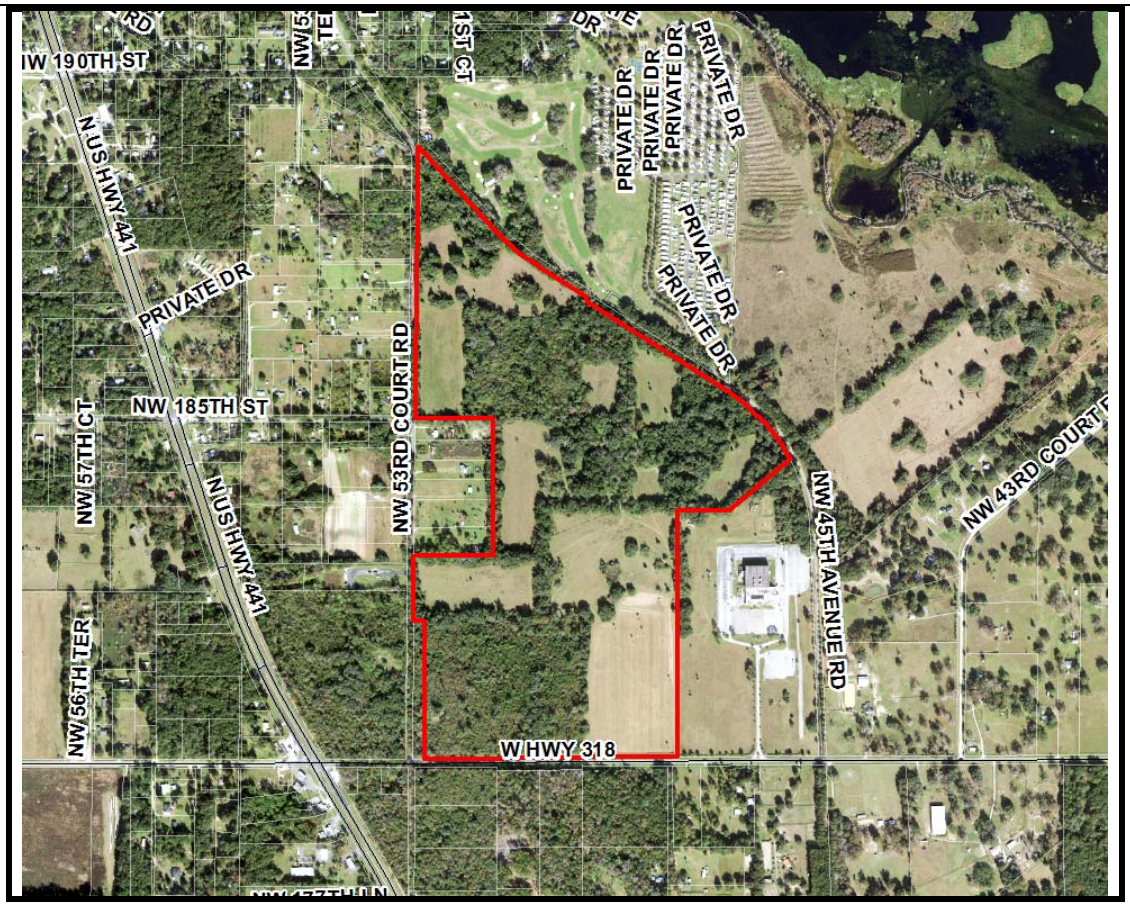
Future Land Use
Rural

Existing Zoning
B-2, Community Business (Approx. 50 acres) and A-1, General Agriculture (Approx. 121 acres)

Staff Recommendation
Approval

P&Z Recommendation:
Approval
(ON CONSENT)

Project Planner
Kenneth Weyrauch, Sr. Planner



Item Summary

Staff is recommending **Approval** of a rezoning request from B-2, Community Business to A-1, General Agriculture. The request was made in accordance with LDC Sec. 2.7.1, Zoning Change. Staff is recommending Approval of the rezoning because the requested zoning is consistent with the Land Use and consistent with the long-term plan for this area.

Public Notice

Notice of public hearing was mailed to 37 property owners within 300 feet of the subject properties. No oral or written comments in opposition have been received at the time of this report's writing.

Background

Location

The subject properties are located on W HWY 318 and NW 45th Avenue Rd.

Analysis

The applicant is requesting a rezoning from B-2, Community Business, to A-1, General Agriculture on approximately 50-acres of a 171.68-acre property. This rezoning would bring the entire property to a consistent A-1, General Agriculture zoning. The applicant is making this request so that the property is consistent with the land use designation of Rural Land. This allows the entire property to function as intended with the land use.

In reaching its decision, the Board of County Commissioners shall find that the following exist:

1. **Granting the proposed Rezoning will not adversely affect the public interest.** The proposed rezoning is consistent with the surrounding area and will not adversely affect the public interest.

2. **The proposed Rezoning is consistent with the current Comprehensive Plan.** The FLU Map 1: Marion County 2035 Future Land Use Map of the Comprehensive Plan designates this property as Rural Land. The subject property's request for A-1, General Agriculture, is consistent with the land use and consistent with the Marion County Comprehensive Plan.

3. **The proposed Rezoning is compatible with land uses in the surrounding area.** The area surrounding the subject properties is mostly undeveloped rural and agricultural properties on Rural Land. Allowing the subject property to re-zone to agriculture is consistent with the surrounding area and the long-term plan for the area.

The following table summarizes adjacent future land use designation, zoning districts, and existing uses:

ADJACENT PROPERTY CHARACTERISTICS			
Direction	**Future Land Use Designation**	**Zoning**	**Existing Use per MCPA Property Code**
North	Commercial	R-4, Residential Mixed Use P-RV, RV Park PUD, Planned Unit Development	Campgrounds Cropland
South	Rural	B-2, Community Business A-1, General Agriculture	Vacant Acreage

East	Rural	B-4, Regional Business A-1, General Agriculture	Enclosed Theater or Stadium
West	Rural Regional Activity Center	A-1, General Agriculture RAC, Regional Activity Center	SFR Cropland Timberland

Infrastructure

Access is from W HWY 318

Road	Classification	Maintenance	Existing Conditions			
			Surface	No. Lanes	R/W Min. Width	R/W Deficiency
W HWY 318	Collector	County	Paved	2	70’	50’

Water/Sewer services are provided by the applicant by way of an agreement with Marion County Utilities.

Utility	Service Area
Water	Marion County Utilities
Sewer	Marion County Utilities

Surrounding Area Property Codes

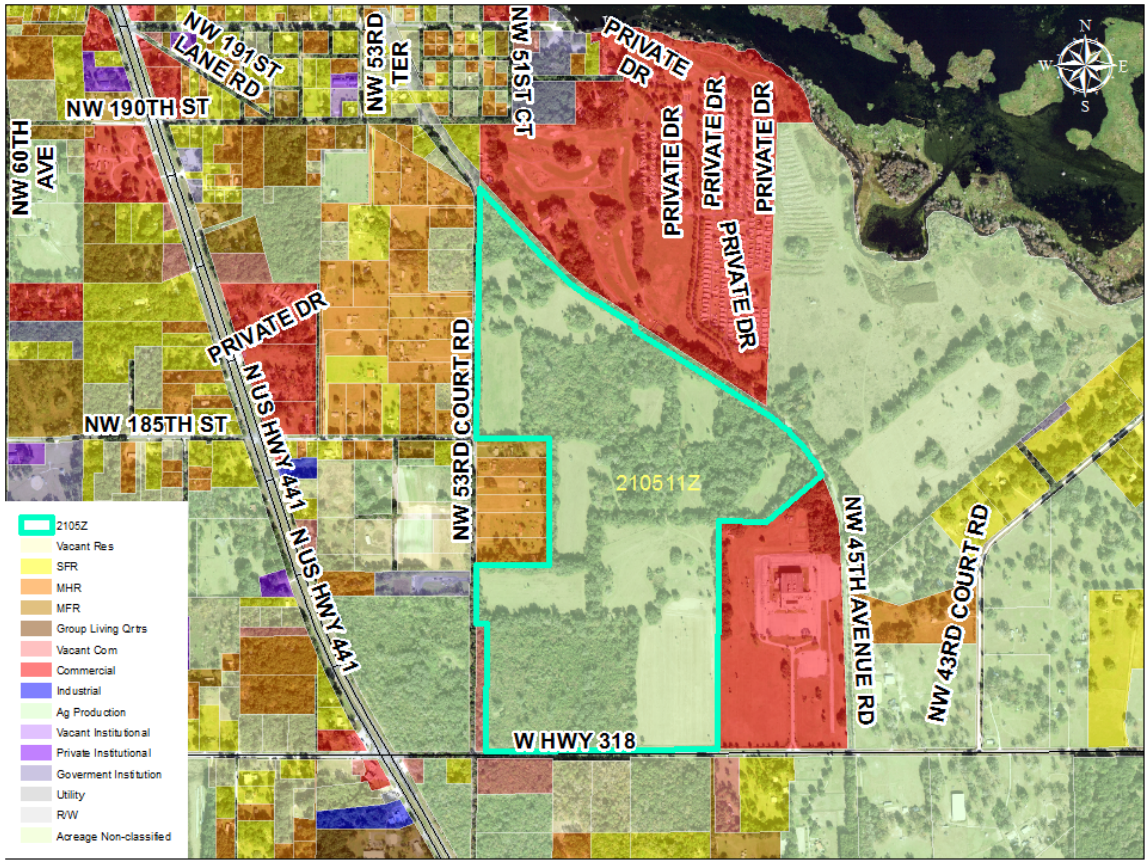


Figure 1: Marion County Property Appraiser Parcel Codes

Current Zoning

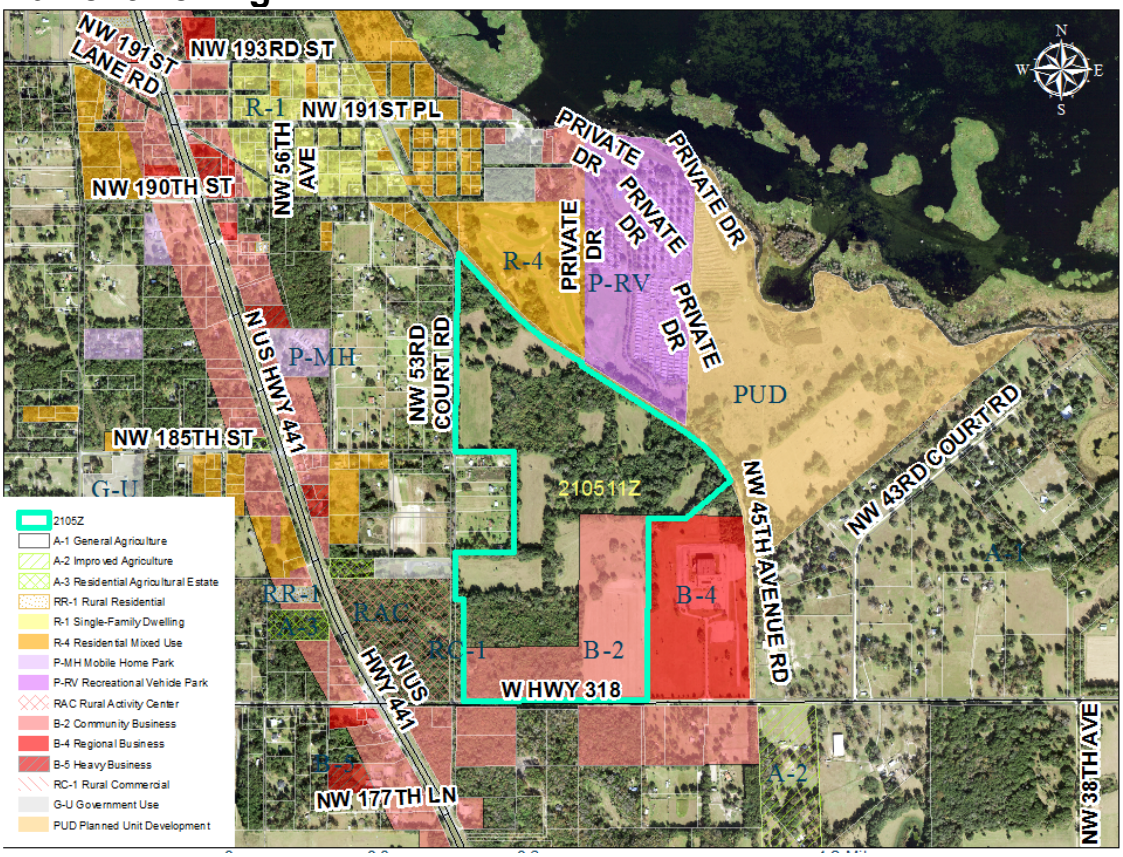


Figure 2: Marion County Zoning Map

Proposed Zoning

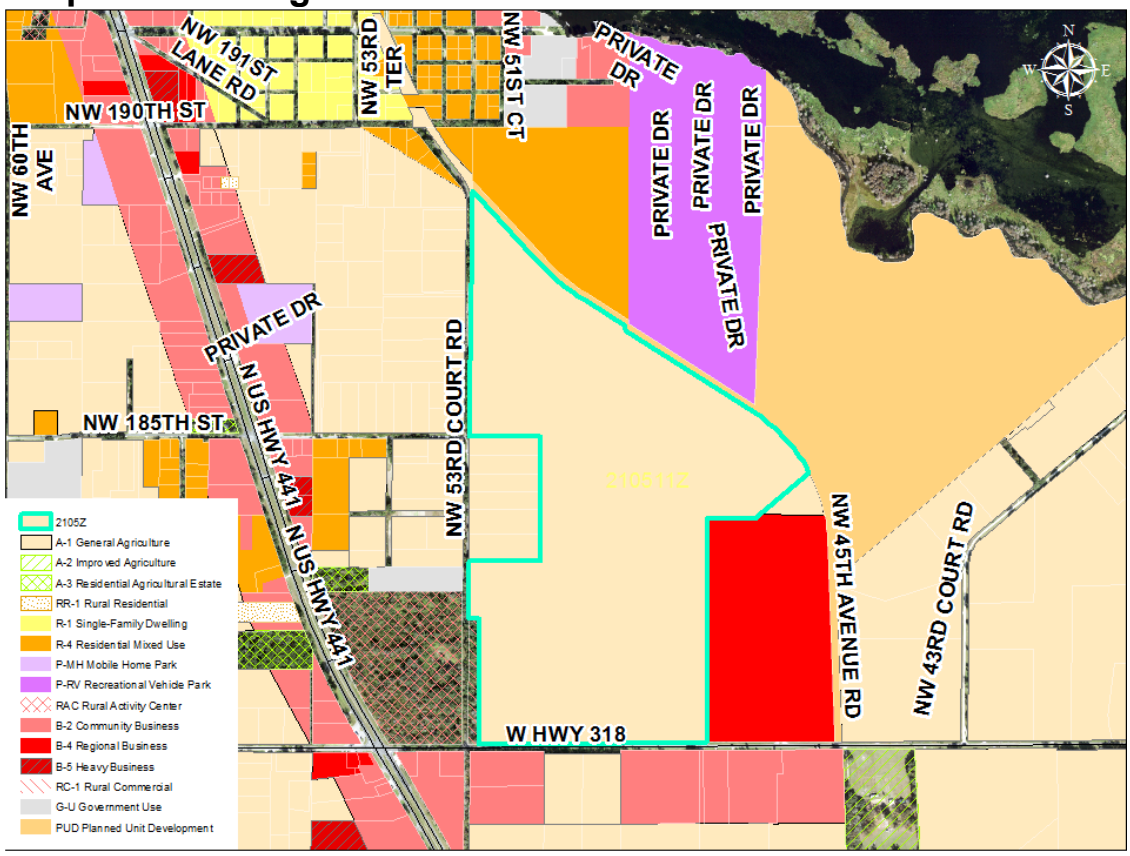


Figure 3: Proposed Zoning for subject property

Future Land Use

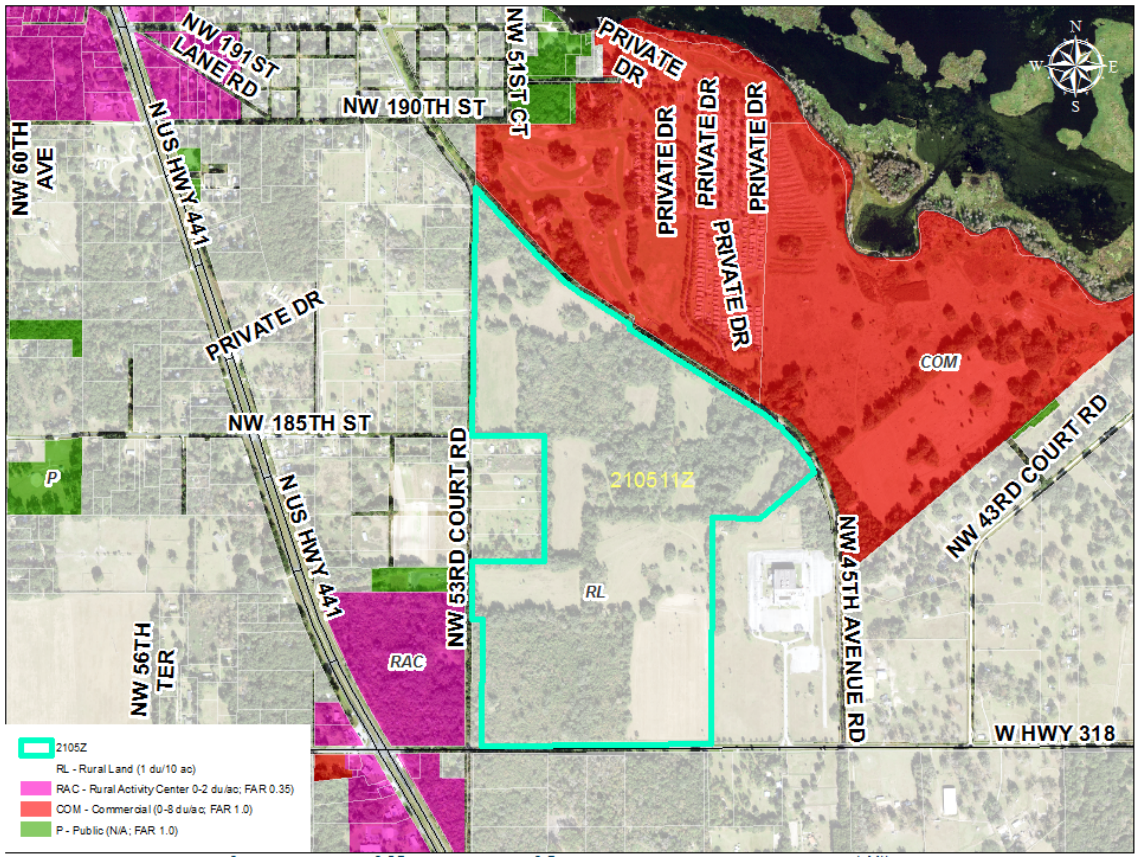


Figure 4: Existing Land Use of subject property and surrounding area.

Staff Recommendation: Approval

Pictures of the area below.



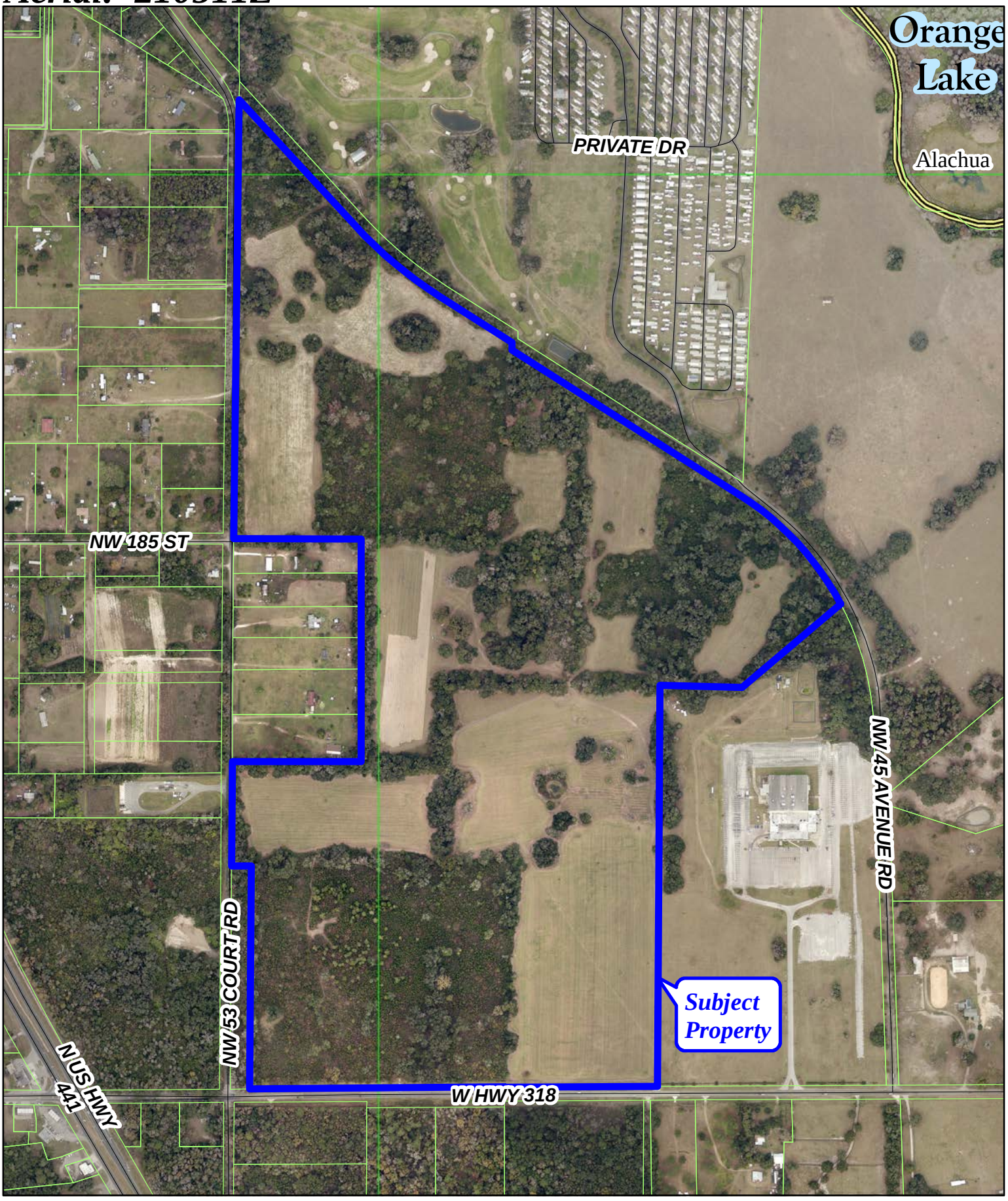




Showing the RV park in the center of the subject properties.



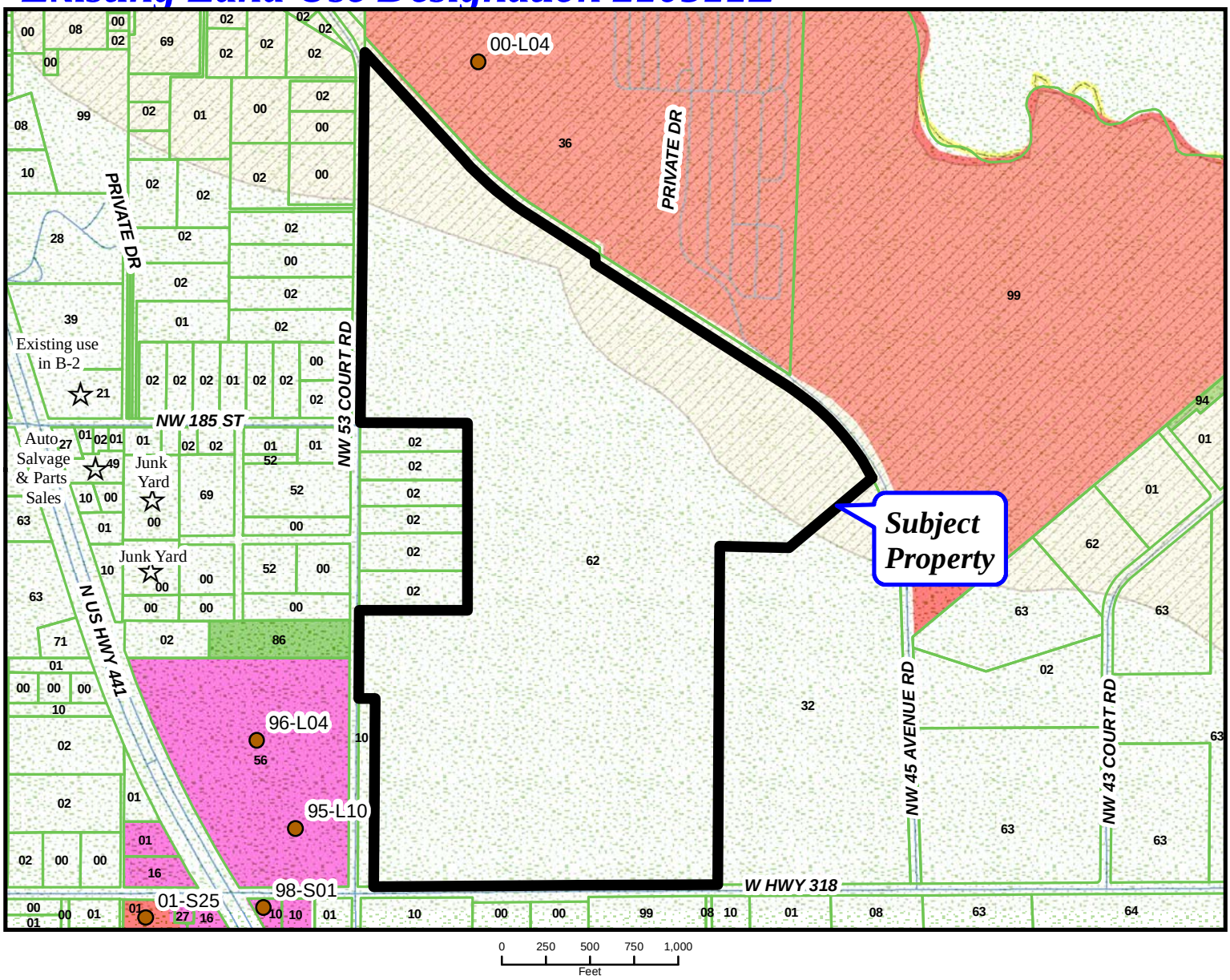
Aerial: 210511Z



N

0 330 660 990 1,320
Feet

Existing Land Use Designation 210511Z



Use per MC Property Appraiser	
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02	Mobile Home
06-07/11-39	Commercial
41-49	Industrial
83-98	Public
82	Recreation
03-05/08	Multi-Family
77	Club/Lodge/Union Hall

OWNER(S): Pamela DeBoer, Jill Langford, ET AL, Jason, Justin and Jene Deboer

AGENT: Nathan R. Garcia - c/o MG Land Management, LLC

PARCEL(S): 03007-000-00

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N

Legend

- All Amendments
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- Rural Land (1 du/10 ac)
- Low Residential (0 - 1 du/ac)
- Medium Residential (1 - 4 du/ac)
- High Residential (4 - 8 du/ac)
- Farmland Preservation Area
- Urban Residential (8 - 16 du/ac)
- Rural Activity Center (0 - 2 du/ac; FAR 0.35)
- Rural Community (0 - 3 du/ac; FAR 0.70)
- Commercial (0 - 6 du/ac; FAR 1.0)
- Environmentally Sensitive Overlay Zone (ESOZ)
- Employment Center (0 - 12 du/ac; FAR 2.0)
- Commerce District (N/A; FAR 2.0)
- Public (N/A; FAR 1.0)
- Preservation (N/A; N/A)
- Municipality

#210513

AR#: 26349

PA#: 03007-000-00

Marion County
Board of County Commissioners
Growth Services ▪ Planning & Zoning
2710 E. Silver Springs Blvd.
Ocala, FL 34470
Phone: 352-438-2675
Fax: 352-438-2676

APPLICATION FOR REZONING

Application No.: #210513

The undersigned hereby requests a zoning change of the Marion County Land Development Code, Article 4, Zoning, on the below described property and area, from B-2 Community Business (PA states A-1, B-2 and PUD) to General Agriculture (A-1), for the intended use of:

Agriculture per Marion County LDC

Legal description: (please attach a copy of the deed and location map)

Parcel account number(s): 03007-000-00

Property dimensions: _____ **Total acreage:** 171.68± acres ✓

Directions: North on Hwy 441 to Hwy 318. East on Hwy 318 to property on Left (property entrance is just before the Jai-Alai fronton)

The property owner must sign this application unless he has attached written authorization naming an agent to act on his/her behalf.

Pamela DeBoer, ~~etal~~, Jill Langford, ET AL, Jason Justin and Jene DeBoer	Nathan R. Garcia c/o MG Land Management, LLC
Property owner name (please print)	**Applicant or agent name (please print)**
45594 W. Keller Drive	1553 E. Fort King Street
Mailing address	**Mailing address**
45594 W. Keller Drive	Ocala, FL 34471
City, state, zip code	**City, state, zip code**
Maricopa, AZ 85139-6763	(352) 401-3755
Phone number (please include area code)	**Phone number (please include area code)**
See Attached owner Auth.'s.	
Signature	**Signature**

Please note: the zoning change will not become effective until 14 days after a final decision is made by the Marion County Board of County Commissioners. The owner, applicant or agent is encouraged to attend the public hearing where this application will be discussed. If no representative is present and the board requires additional information, the request may be postponed or denied. Notice of said hearing will be mailed to the above-listed address(es). All information given by the applicant or agent must be correct and legible to be processed. The filing fee is $1,000.00, and is non-refundable. For more information, please contact the Zoning Division at 352-438-2675.

****

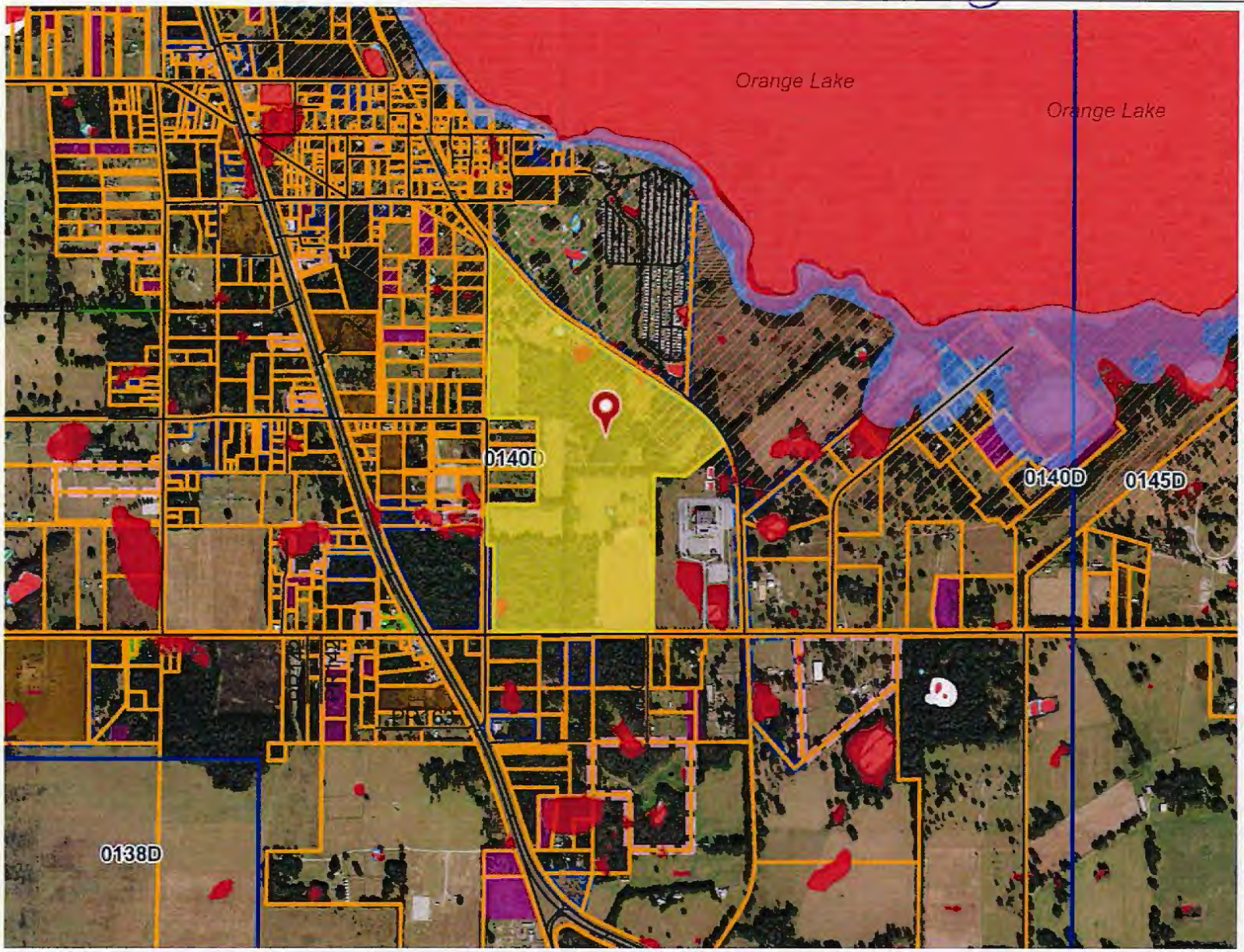
FOR OFFICE USE ONLY

RECEIVED BY: DM **DATE:** 3/3/2021 **ZONING MAP NO.:** 138

Rev. 01/11/2021

PRJ. 2021 01 0124
AR 26349

Marion County | Growth Services Viewer | Map Title #210513





Legend

- Urban Growth Boundary
- Prescriptive_Roads
- Judgement_Roads
- Streets
- Special Flood Hazard Areas - 1 Chance Flood
  - A - No Base Flood Elevation Deter
  - AE - Base Flood Elevation Determi
  - AH - Area of Ponding 1-3 ft
- Other Areas
  - X - 0.2% Annual Chance Flood
  - X - 1% Annual Chance Flood Less
  - X - Areas Outside 0.2% Annual Cha
- 2008 FIRM Panel
- Transitional Flood Prone Areas
- Flood Prone Areas
- Parcels
- Environmentally Sensitive Ove

1: 21,921

1 in = 0.35 Miles

N W E S

Notes

Creation Date: 3/3/2021

0.7 0 0.35 0.7 Miles

Projected Coordinate System: NAD_1983_StatePlane_Florida_West_FIPS_0902_Feet

Created By:

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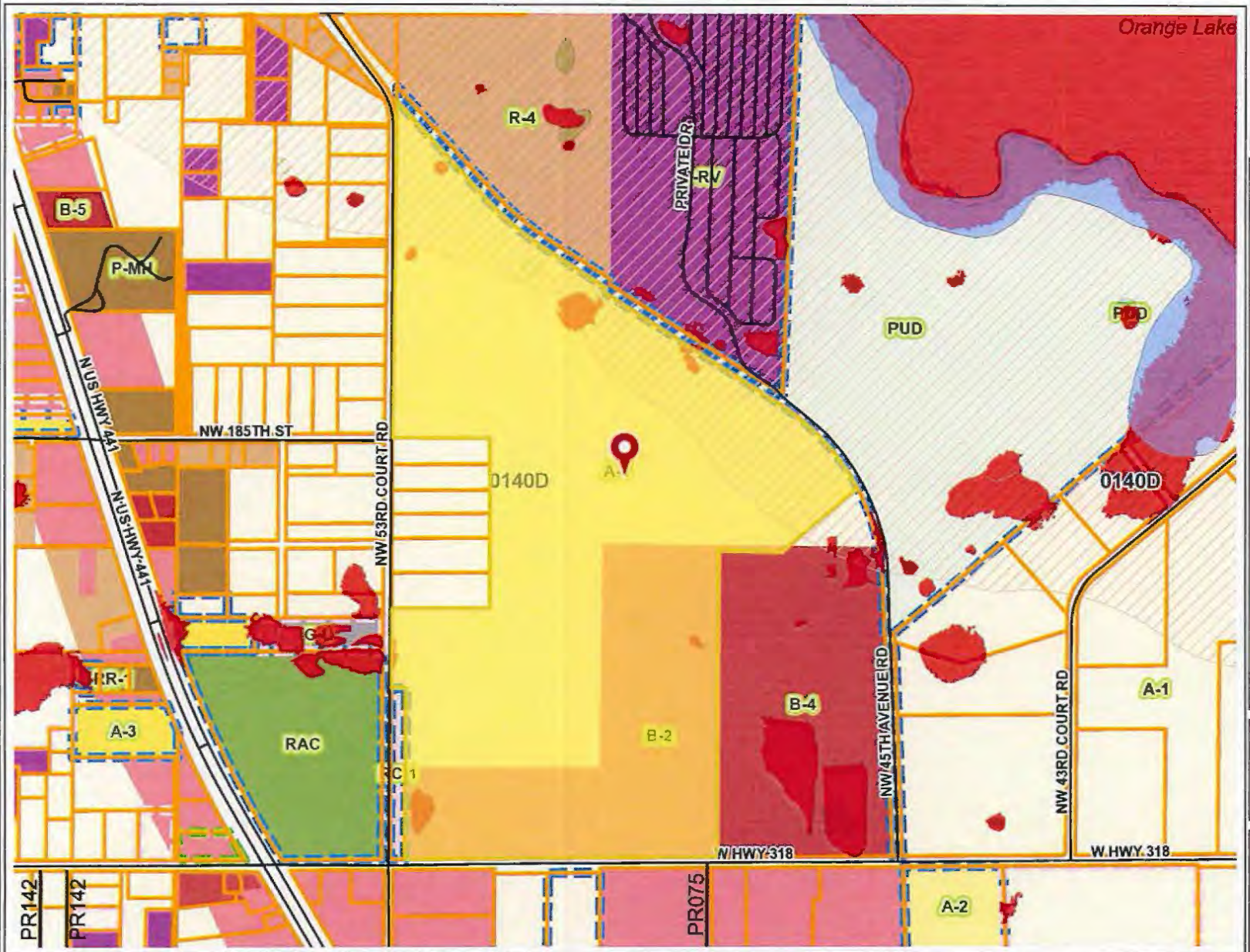
Marion County | Growth Services Viewer | Map Title





Legend

- Urban Growth Boundary
- Prescriptive_Roads
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- Streets
- Special Flood Hazard Areas - 1 Chance Flood
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  - X - 1% Annual Chance Flood Less
  - X - Areas Outside 0.2% Annual Cha
- 2008 FIRM Panel
- Transitional Flood Prone Areas
- Flood Prone Areas
- Parcels
- Environmentally Sensitive Ove

1: 11,058

1 in = 0.17 Miles

N W E S

Notes

Creation Date: 3/3/2021

0.3 0 0.17 0.3 Miles

Projected Coordinate System: NAD_1983_StatePlane_Florida_West_FIPS_0902_Feet

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Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3024 **Agenda Date:** 5/18/2021 **Agenda No.:** 15.1.8.

SUBJECT:
210514SU - David and Patricia Sokol, Sokol Vineyards, LLC., Modification and Renewal of a Special Use Permit in A-1, 1.29 Acres

INITIATOR:
Mary Elizabeth Burgess, Director

DEPARTMENT:
Growth Services

DESCRIPTION/BACKGROUND:
210514SU - David F. and Patricia T. Sokol, c/o Sokol Vineyards, LLC, 9750 NW 160th Avenue, Morriston, FL 32668, requests a Modification and Renewal of Special Use Permit Number 160308SU (16-R-114), Articles 2 and 4, of the Marion County Land Development Code, for wine production and bottling within an existing structure, in an A-1 (General Agriculture) zone, on approximately 1.29 Acres, on Parcel Account Number 12110-001-00.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Both Staff and P&Z Commission Recommend Approval with Conditions (ON CONSENT)

Marion County Board of County Commissioners

Date: 4/30/2021 | **P&Z: 4/26/2021 BCC: 5/18/2021**

Item Number
210514SU

Type of Application
Renewal of Special Use Permit to allow wine production and bottling as part of Sokol Vineyards operations.

Owner/Applicant
Sokol, David & Patricia

Parcel #/Acreage
12110-001-00/1.29 acres

Future Land Use
Rural Land

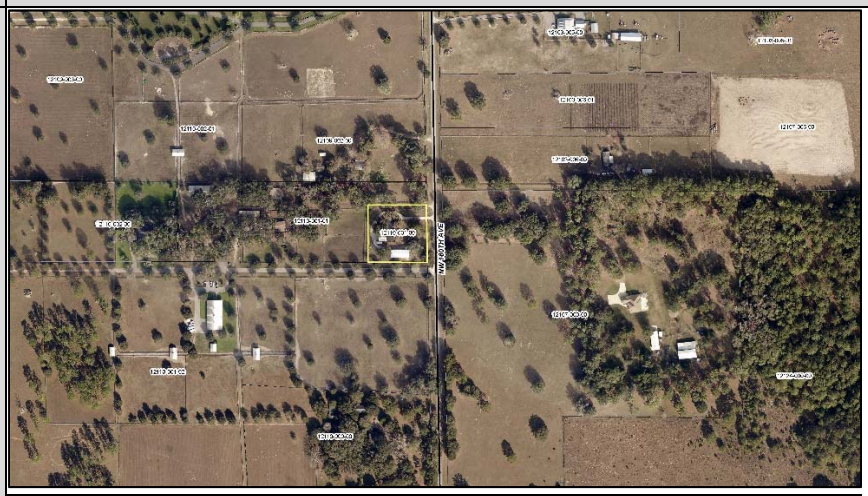
Existing Zoning
A-1: General Agriculture

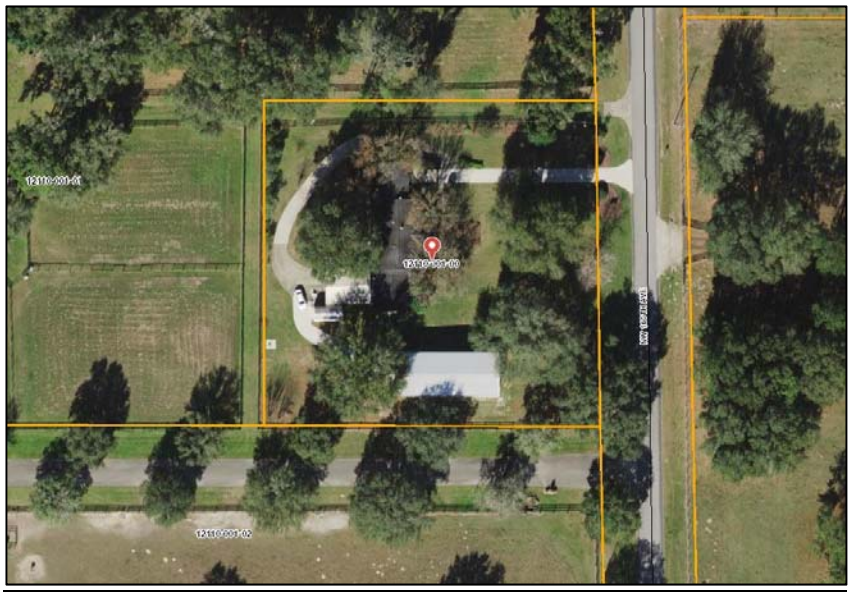
Code Enforcement Action: NA

Staff Recommendation
Approval With Conditions

P&Z Recommendation
Approval With Conditions
(ON CONSENT)

Project Planner
Kenneth Odom,
Transportation Planner





Summary

Staff recommends **Approval with Conditions** for renewal of Special Use Permit (SUP) 160308SU to allow wine production and bottling as part of Sokol Vineyards daily operations.

Public Notice

Notice of public hearing was mailed to 5 property owners within 300 feet of the subject property.

Background

Location

The subject parcel is located in the NW quadrant of Marion County on NW 160th Ave approximately one-half mile north of CR 326. It is within the Farmland Preservation Area and the Secondary Springs Zone and outside of the Urban Growth Boundary.

The following table summarizes the adjacent future land use designations, zoning districts, and existing uses:

ADJACENT PROPERTY CHARACTERISTICS			
Direction	**FLUM Designation**	**Zoning**	**Existing Use per MCPA Property Code**
N	Rural Land	A-1: General Agriculture	(60-65) Grazing
S	Rural Land	A-1: General Agriculture	(60-65) Grazing
E	Rural Land	A-1: General Agriculture	(66) Citrus Grove/Orchard
W	Rural Land	A-1: General Agriculture	(60-65) Grazing

Request

The applicants request renewal of SUP 160308SU to continue to conduct wine production and bottling as part of Sokol Vineyards LLC. There have been no violations of conditions that were established under this SUP, nor have there been any unrelated or related Code Enforcement violations on the subject parcel.

The owner/applicants reside full time in the single family residence on the subject parcel and they own a 24-acre vineyard on the east side of NW 160th Avenue with vines that have been planted for approximately nine years. Sokol Vineyards intends to continue to produce wines through sustainable methods and organic techniques to include fermentation, maturation and aging through the estate winery, from the vineyard to the bottle. The applicants also import juice from Californian sources for blending.

With approval, wine production and bottling activities would continue, primarily in a 1,860 square foot accessory structure constructed specifically for this purpose. Some bottling and packaging also occurs within the single-family residence. Current operations produce approximately 1,000 cases of Blanc Du Bois and Lenoir based varietals per year. The applicant also plans on expanding production into Port and Madeira fortified wines in the near future.

The owner/applicants have acquired and maintained a State of Florida Department of Professional Regulation, Division of Alcoholic Beverages & Tobacco, manufacturing license (AMW) and an off-premise consumption license (2APS) for the "sale of wine by the bottle only." Wines produced by Sokol Vineyards are commercially distributed and also marketed through Katya Vineyards Restaurant, 101 East Silver Springs Blvd, which is also owned by the applicants.

Analysis

In reaching its decision, the Commission shall find that the following exist:

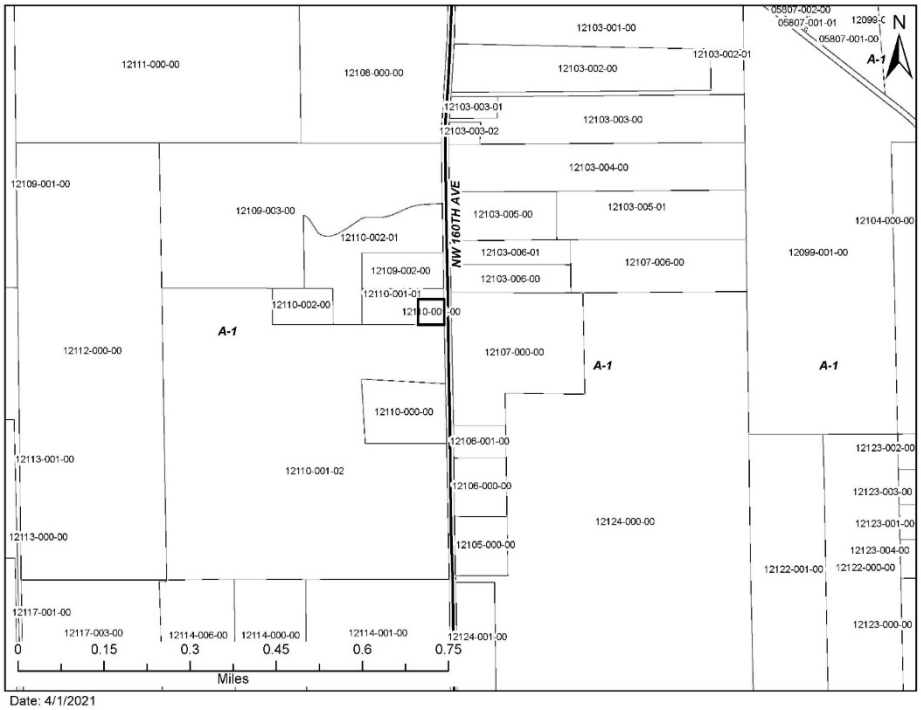
1. **Granting the special use permit will not adversely affect the public interest.** The applicant is requesting a Special Use permit renewal, originally granted in March 2016. The applicant fulfilled all of the requirements for the original Special Use permit and has successfully operated a business engaging in the production, bottling, distribution and sale of craft wines. Granting a renewal of the Special Use Permit will not adversely affect the public interest.

2. **The proposed special use permit is consistent with the current Comprehensive Plan.** The FLU Map 1: Marion County 2035 Future Land Use Map of the Comprehensive Plan designates this property as Rural Land and the site is zoned A-1: General Agriculture. The site is located within the Farmland Preservation Area and the winery with ancillary functions, i.e. production and bottling, requires a special use permit. The request is consistent with the Comprehensive Plan.

3. **The proposed special use permit is compatible with land uses in the surrounding area.** The subject parcel is surrounded by A-1 zoned large acre tracts that are agriculturally zoned and improved. Sokol Vineyards has been in operation for approximately five years with no violation of the LDC or special use conditions that were established in 160308SU. The special use permit is compatible with the surrounding land uses.

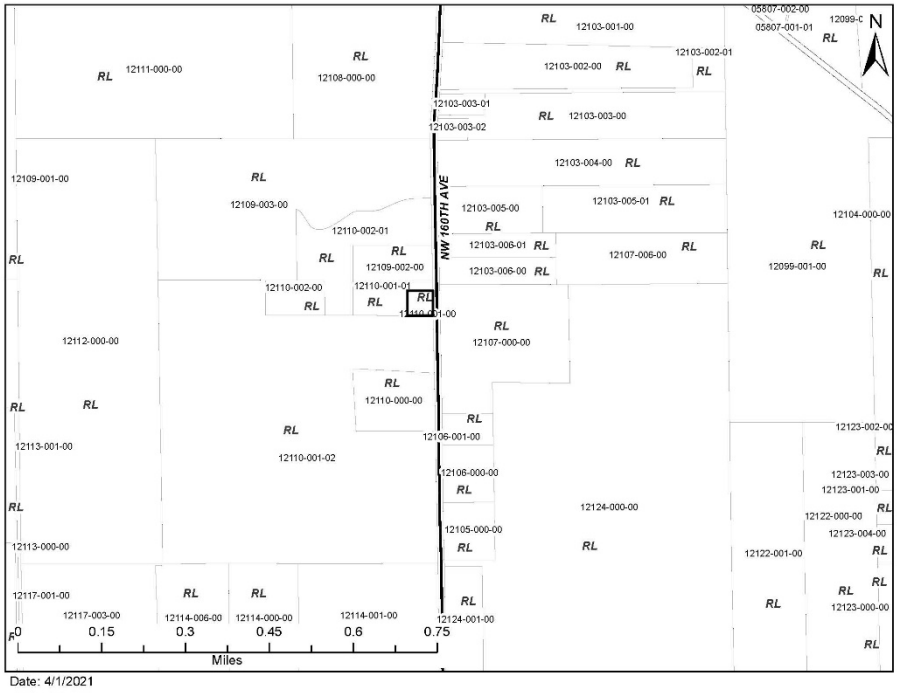
Zoning

Subject parcel is A-1: General Agriculture and surrounded by A-1: General Agriculture.



Future Land Use

Subject parcel is Rural Land surrounded by Rural Land.



Infrastructure

Water and sewer are provided by well and septic system. Electrical services are provided by SECO Energy.

Staff Recommendation:

Approval with Conditions:

1. The site shall be developed and operated consistent with the submitted conceptual plan and the conditions as provided with this approval.
2. The owners/operators shall reside on-site.
3. The special use permit runs with the owners, David & Patricia Sokol, not the property.
4. Catered events and tastings are not permitted on premises.
5. Ingress/egress shall be via NW 160th Avenue via existing paved driveway entrance.
6. Any new signage identifying the business shall to comply with the requirements of the Marion County Land Development Code.
7. The applicants shall observe and abide by all requirements as established in *Florida Statute, Title XXXIV – Alcoholic Beverages and Tobacco, Chapter 564 – Wine.*
8. The Special Use Permit shall expire on May 18, 2026; however it may be renewed administratively, up to three times, for up to 5 years by a written instrument signed and issued by the Growth Services Manager (or position equivalent to the Growth Services Manager at that time), unless:
   a. There have been unresolved violations of the County Land Development Code, the County Code of Ordinances, and/or the conditions of the Permit,
   b. Neighboring property owners within 300' of the subject property have complained

to the County Code Enforcement, Zoning, or equivalent/similar Departments/Divisions about the uses of the subject property by this Permit, or

c. The Growth Services Manager determines that renewal should be considered directly by the Board of County Commissioners through the Special Use Permit review process (or review process equivalent at that time).

Photographs



Road frontage on NW 160th Ave



Driveway Access & Residence

.



Renovated garage/Bottling Area



Northern Renovated Garage

View of neighboring properties from the subject property



West



South



North

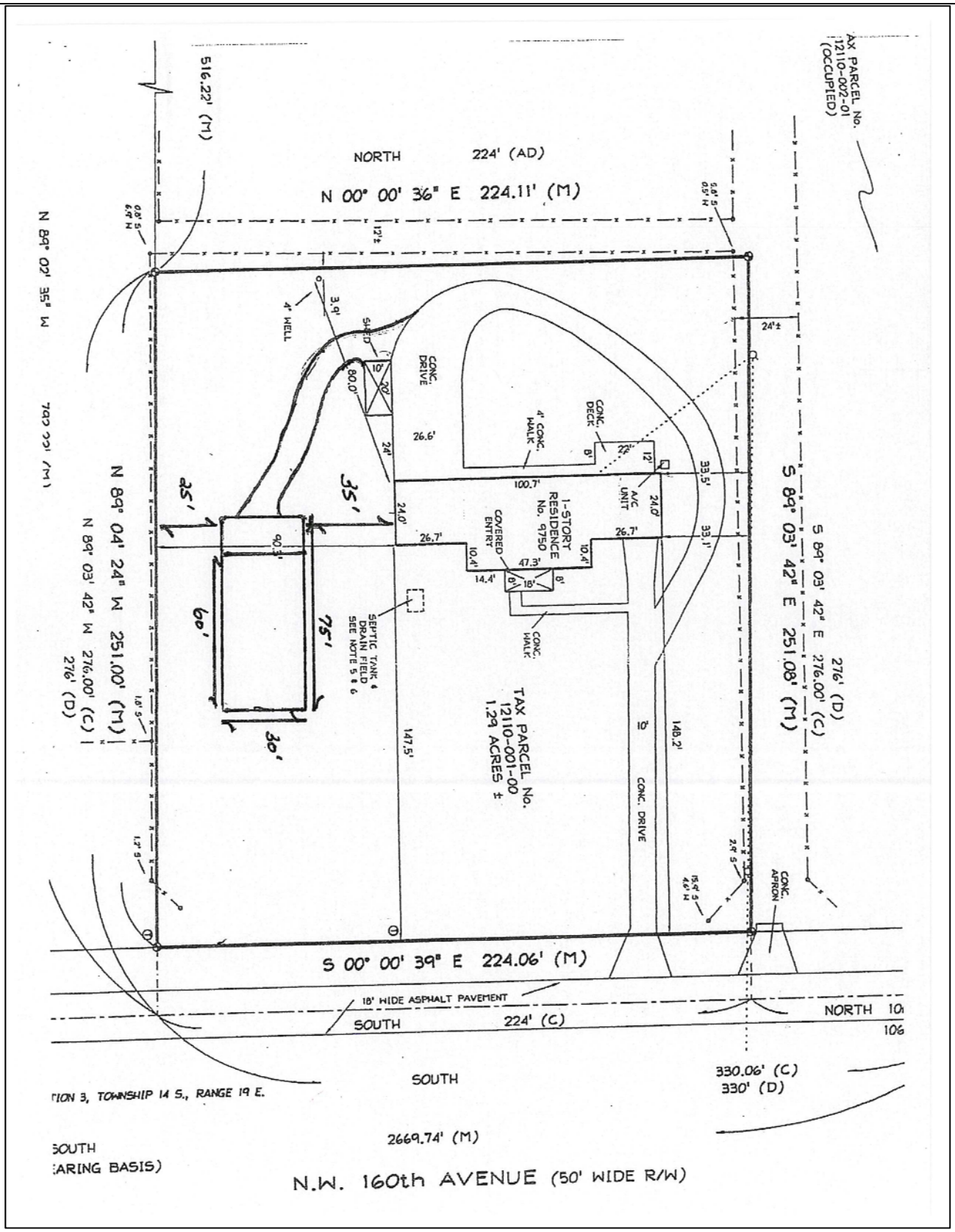




Primary Production Facility



Stock & Storage


NORTH 224' (AD)
N 00° 00' 36" E 224.11' (M)
516.22' (M)
TAX PARCEL No. 12110-002-01 (OCCUPIED)
N 89° 02' 35" W
N 89° 04' 24" W 251.00' (M)
N 89° 03' 42" W 276.00' (C)
276' (D)
S 89° 03' 42" E 276.00' (C)
S 89° 03' 42" E 251.08' (M)
276' (D)
4" WELL
SHED
CONC. DRIVE
4" CONC. WALK
CONC. DECK
A/C UNIT
1-STORY RESIDENCE No. 9750
COVERED ENTRY
CONC. WALK
SEPTIC TANK & DRAIN FIELD SEE NOTE 5 & 6
TAX PARCEL No. 12110-001-00 1.29 ACRES ±
CONC. DRIVE
CONC. APRON
35'
60'
75'
30'
S 00° 00' 39" E 224.06' (M)
18' WIDE ASPHALT PAVEMENT
SOUTH 224' (C)
NORTH
330.06' (C)
330' (D)
SOUTH
2669.74' (M)
N.W. 160th AVENUE (50' WIDE R/W)

Site Plan

Aerial: 210514SU

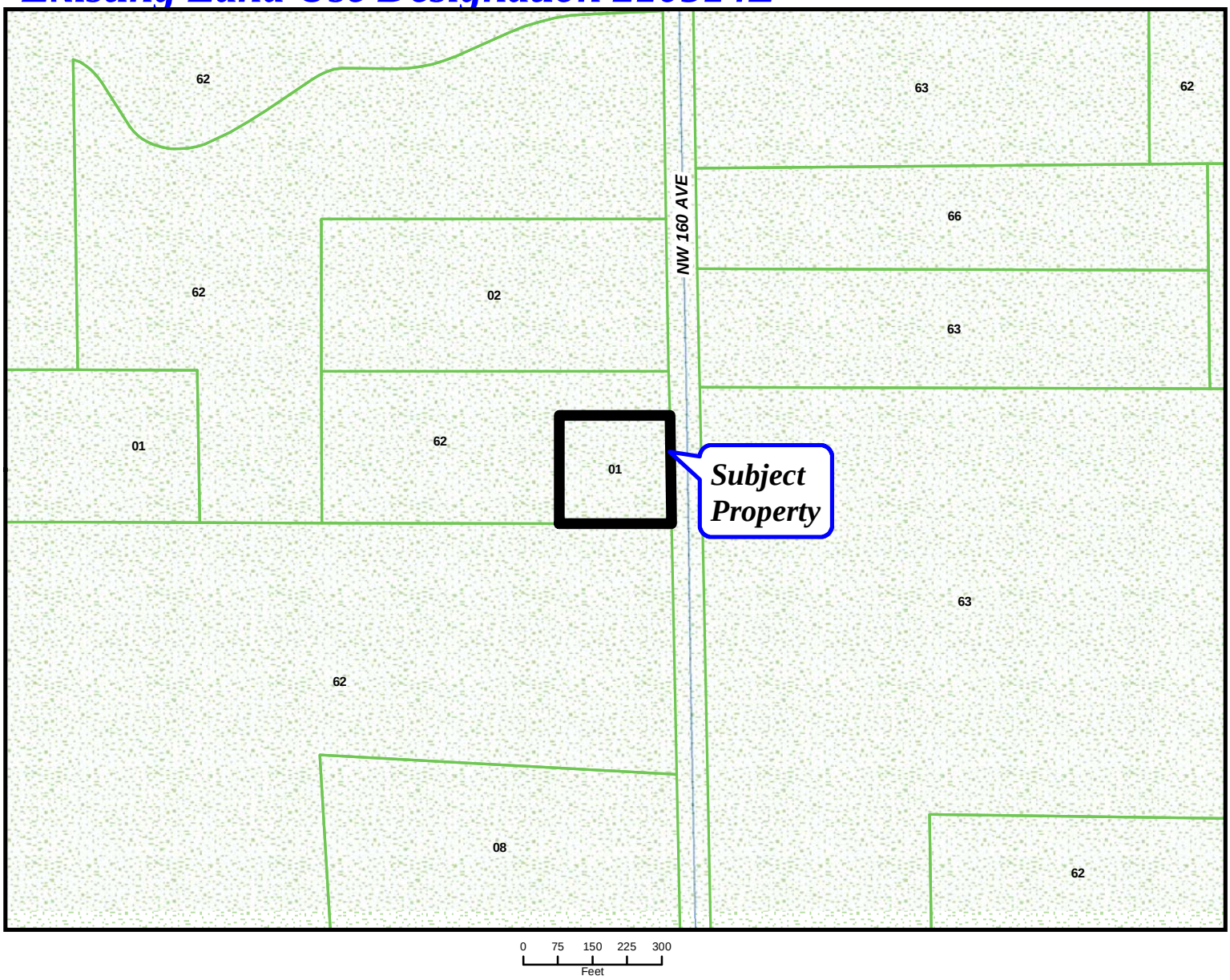


N

0 75 150 225 300

Feet

Existing Land Use Designation 210514Z



Use per MC Property Appraiser	
01	Single Family Res
50-69/99	Agricultural
00/10/40/70	Vacant
71	Church
02	Mobile Home
06-07/11-39	Commercial
41-49	Industrial
83-98	Public
82	Recreation
03-05/08	Multi-Family
77	Club/Lodge/Union Hall

OWNER(S): David F. and Patricia T. Sokol - c/o Sokol Vineyards, LLC / Kataya Vineyard

AGENT: SAME

PARCEL(S): 12110-001-00

All provided GIS data is to be considered a generalized spatial representation, which is subject to revisions. The feature boundaries are not to be used to establish legal boundaries. For specific visual information, contact the appropriate county department or agency. The information is provided visual representation only and is not intended to be used as legal or official representation of legal boundaries.

Legend

- All Amendments
- **Policy 1.20**
- Rural Land (1 du/10 ac)
- Low Residential (0 - 1 du/ac)
- Medium Residential (1 - 4 du/ac)
- High Residential (4 - 8 du/ac)
- Farmland Preservation Area
- Urban Residential (8 - 16 du/ac)
- Rural Activity Center (0 - 2 du/ac; FAR 0.35)
- Rural Community (0 - 3 du/ac; FAR 0.70)
- Commercial (0 - 6 du/ac; FAR 1.0)
- Environmentally Sensitive Overlay Zone (ESOZ)
- Employment Center (0 - 12 du/ac; FAR 2.0)
- Commerce District (N/A; FAR 2.0)
- Public (N/A; FAR 1.0)
- Preservation (N/A; N/A)
- Municipality

#21014 SU
AR#: 26347
PA#: 12110-001-00

Marion County
Board of County Commissioners
Growth Services • Planning & Zoning
2710 E. Silver Springs Blvd.
Ocala, FL 34470
Phone: 352-438-2600
Fax: 352-438-2601
www.marioncountyfl.org

Renewal of SUP# 160308SU (16-R-114)

SPECIAL USE PERMIT APPLICATION - REGULAR

The undersigned hereby requests a Special Use Permit in accordance with Marion County Land Development Code, Articles 2 and 4, for the purpose of: Winery Bottling w/ exp. 3/15/2021

Description: (Please attach a copy of the deed and location map.) **Parcel Zoning:** A-1

Parcel account number(s): 12110-001-00

Property dimensions: 276' X 244' **Total Acreage:** 1.29

Directions: From Ocala: North on Hwy 27; weston Hwy 326; North on 160th Ave - ½ mile on the left

Each property owner(s) MUST sign this application or provide written authorization naming an applicant or agent to act on his behalf. **Please print all information, except for the Owner and Applicant/Agent signature.**

David F. Sokol and Sokol Vineyards, LLC	Patricia T. Sokol
Property Owner name (please print)	**Applicant or agent name (please print)**
9750 NW 160th Ave	9750 NW 160th Ave.
Mailing Address	**Mailing Address**
Morriston, FL 32668	Morriston, FL 32668
City, State, Zip code	**City, State, Zip code**
352-875-9614	352-875-9617
Phone number (include area code)	**Phone number (include area code)**
david@katyavineyards.com	patricia@katyavineyards.com
E-mail address	**E-mail address**
Signature	**Signature**

PLEASE NOTE: A representative is strongly encouraged to attend the public hearings when this application will be discussed. If no representative is present, the request may be postponed or denied. Hearing notices will be mailed to the address(es) listed above. All information submitted must be correct and legible to process the Application. Contact Growth Services Planning & Zoning at (352) 438-2675 for more information.

STAFF/OFFICE USE ONLY					
Project No.: 20100800[illegible]	Code Case No.: N/A			Application No.: 26347	
Rcvd by: Cpm	Rcvd Date: 3/2/21	FLUM: RL		Zoning Map No.: 30	Rev: 04/20/15

Rev. Dr. David F. Sokol and Dr. Patricia T. Sokol
9750 NW 160th Ave., Morriston, FL 32668 ~ 352-528-2675

Written Description of Addendum to Special Use Permit (SUP) Resolution No. 16-R-114 dated March 15, 2016
Attachment to Concept Plan (Boundary Survey dated 12/09/2015) for Tax Parcel No. 12110-001-00 owned by Drs. David and Patricia Sokol

1. Provision for ingress and egress to property and proposed thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control and access in case of fire or catastrophe.

   The Addendum to Special Use Permit (SUP) # 16-R-114 is requested for an existing concrete and steel structure agricultural building for the purpose of processing and bottling wine produced by Sokol Vineyards. The owners, Drs. David and Patricia Sokol, reside full time in the 3 bedroom 2 bath residence 35 feet away from the structure.

   There is a 240 foot long concrete driveway directly off of NW 160th Avenue with no fence or gate or other impediment. The driveway connects to the back of the agriculture building for offloading supplies needed for the winery through a large rollup door.

   In case of a fire or other catastrophe there is direct access to all sections of the building from the flat 224 foot front property line bordering NW 160th Ave.

2. Provision of off-street parking and loading areas, where required, with particular attention to the items of (1) above and the economic, noise, glare, or odor effects of the SUP on adjoining properties generally in the surrounding area.

   As noted above, there is a 240 foot long concrete driveway directly off of NW 160th Avenue with no fence or gate or other impediment. The winery is self-contained with minimal truck or tractor traffic for loading grapes and/or supplies.

   Also noted on the Google map pictures, our Tax Parcel No. 12110-001-00 consists of 1.29 acres and is surrounded by agricultural acreage. The nearest residence is in excess of 100 yards from the Sokol structure/residence.

3. Provision for refuse and service area, with particular reference to items in (1) and (2) above.

   There is no general refuse pick up for this rural area. Each land owner (farmer) disposes of their refuse at the nearest refuse collection area on US HWY 27 (Blitchton). We do not expect any unusual refuse except in packaging materials (cardboard boxes) which we generally recycle at the Blitchton Refuse Center.

4. Provision for utilities, with reference to locations, availability and compatibility.

   As indicated on the Boundary Survey there is an existing well and septic tank and electric.

5. Provision for screening and buffering of dissimilar uses and of adjacent properties where necessary.

   There is a natural buffer of land to adjacent properties as the closest residence is in excess of 100 yards from the Sokol residence and structure.

6. Provision for signs, if any and exterior lighting with consideration given to glare, traffic safety, economic effects and compatibility and harmony with properties in the surrounding area.

   Neighboring land owners installed on the north side of the property SECO street lights at the road and also at the Northwest corner of the Sokol property. The Sokol's installed motion sensor lights on their own residence and structure in addition to these two outside street lights.

7. Provision for required yards and other green space.

   Except for the existing structure the remainder of the 1.29 acres is open green space in grass with several large trees.

8. Provision for general compatibility with adjacent properties and other property in the surrounding area.

   The agriculture building was built to match the existing residence and other neighboring agriculture (horse) farm buildings. The family residence looks the same as it did when constructed in the early 1980's. It will continue to remain a single family dwelling in the middle of beautiful farm land and vineyards.

9. Provision for meeting and special requirements by the site analysis for the particular use involved.

   There are no special requirements noted at this time.

#2105145U

COPY

RESOLUTION NO. 16-R-114

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, APPROVING THE ISSUANCE OF A SPECIAL USE PERMIT, PROVIDING AN EFFECTIVE DATE.

WHEREAS, an application for a Special Use Permit was duly filed and considered by the Marion County Planning and Zoning Commission at its meeting on February 29, 2016; and

WHEREAS, the aforementioned application was considered at a public hearing held by the Board of County Commissioners of Marion County, Florida at its meeting on Tuesday, March 15, 2016, now therefore,

BE IT RESOLVED by the Board of County Commissioners of Marion County, Florida:

SECTION 1. SPECIAL USE PERMIT APPLICATION APPROVAL 160308SU David and Patricia Sokol. The Application requesting a Special Use Permit, Articles 2 and 4, of the Marion County Land Development Code, as submitted by David and Patricia Sokol, Ocala, FL, a copy of said application being on file with the Marion County Growth Services Director, is hereby approved for a winery bottling and winery tasting/salesroom within an existing structure, on approximately 1.29 acres, in an A-1 (General Agriculture) zone, on Parcel Account No. 12110-001-00, 1.29 acres.

SECTION 2. FINDINGS AND CONDITIONS. The Board of County Commissioners agrees with the recommendation and findings of the Planning and Zoning Commission recommending approval of the Special Use Permit and the Board approves the Special Use Permit subject to the following conditions:

1. The site shall be developed and operated consistent with the submitted conceptual plan and the conditions as provided with this approval.
2. This Special Use Permit shall allow the manufacturing, serving/tasting and selling of wine and product related retail items, 6 days/week, not to exceed 30 hours/week.
3. Ingress/egress shall be via NW 160th Avenue via existing paved driveway entrance.
4. The owner/applicant shall, within thirty (30) days of approval of the Special Use permit, apply for a building permit for a new certificate of occupancy associated with the change in use of the structure(s). Owner/applicant shall obtain the new certificate of occupancy within six (6) months of application for a building permit.
5. The owners/operators shall reside on-site.
6. The special use permit runs with the owners, David & Patricia Sokol, not the property.
7. This Special Use Permit applies to the entire 1.29 acres.

8. The Special Use Permit shall expire on March 15, 2021. The applicant may submit a new Special Use Permit application for consideration to renew and extend this permit in the future.

SECTION 3. REVOCATION. Violation or failure to comply with one or more condition(s) of this Special Use Permit shall be grounds for revocation of this Special Use Permit by the Board at a noticed public hearing.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED in regular session this 15th day of March, 2016.

ATTEST:

DAVID R. ELLSPERMANN, CLERK

BOARD OF COUNTY COMMISSIONERS
MARION COUNTY, FLORIDA

KATHY BRYANT, CHAIRMAN

#210514SU

Marion County | Growth Services Viewer | Map Title





Legend

- Urban Growth Boundary
- Address Search Results
- Road Maintenance
  - OCE Maintained, Paved
  - OCE Maintained, Unpaved
  - OCE Maintained,MSTU, Paved
  - Other
- Streets
- Special Flood Hazard Areas - Chance Flood
  - A - No Base Flood Elevation Deterr
  - AE - Base Flood Elevation Determi
  - AH - Area of Ponding 1-3 ft
- 2008 FIRM Panel
- Flood Prone Areas
- Parcels
- Municipalities
- Marion County

1: 751

1 in = 0.01 Miles

N W E S

Notes

0.0 0 0.01 0.0 Miles

Projected Coordinate System: NAD_1983_StatePlane_Florida_West_FIPS_0902_Feet

Created By:

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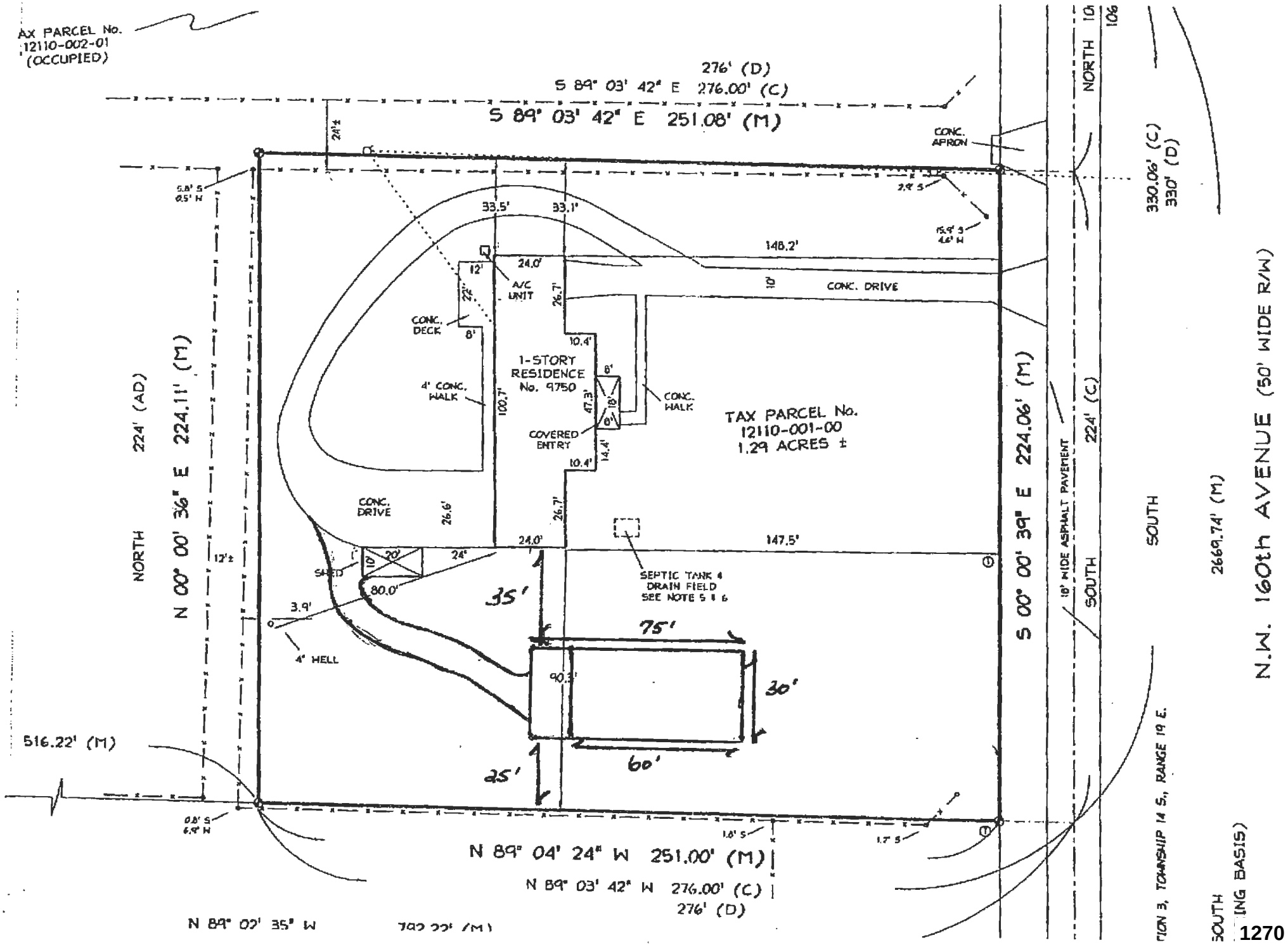
Creation Date: 3/2/2021


TAX PARCEL No.
12110-002-01
(OCCUPIED)
S 89° 03' 42" E 276.00' (C)
276' (D)
S 89° 03' 42" E 251.08' (M)
CONC. APRON
NORTH 10
106
330.06' (C)
330' (D)
33.5'
33.1'
148.2'
24.0'
12'
A/C UNIT
CONC. DRIVE
CONC. DECK
8'
1-STORY RESIDENCE No. 9750
4' CONC. WALK
CONC. WALK
TAX PARCEL No.
12110-001-00
1.29 ACRES ±
COVERED ENTRY
CONC. DRIVE
147.5'
SHED
SEPTIC TANK & DRAIN FIELD SEE NOTE 5 & 6
35'
75'
30'
60'
25'
80.0'
3.9'
4" HELL
N 00° 00' 36" E 224.11' (M)
224' (AD)
NORTH
S 00° 00' 39" E 224.06' (M)
10' WIDE ASPHALT PAVEMENT
SOUTH
224' (C)
2669.74' (M)
N.W. 160th AVENUE (50' WIDE R/W)
516.22' (M)
N 89° 04' 24" W 251.00' (M)
N 89° 03' 42" W 276.00' (C)
276' (D)
N 89° 02' 35" W
TION 3, TOWNSHIP 14 S., RANGE 19 E.
SOUTH
ING BASIS)

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3025 **Agenda Date:** 5/18/2021 **Agenda No.:** 15.1.9.

SUBJECT:
210406Z - Bruce E. Oehlerking Trust and Michael Oehlerking, B-4 to G-U, 10 Acres

INITIATOR:
Mary Elizabeth Burgess, Director

DEPARTMENT:
Growth Services

DESCRIPTION/BACKGROUND:
210406Z - Bruce E. Oehlerking Trust, Myra A. Gresko Trust ET AL and Michael Oehlerking, 156 Ashton Lane, Crystal Lake, IL 60014, request a Zoning Change, Articles 2 and 4, of the Marion County Land Development Code, from B-4 (Regional Business) to GU (Government Use), for the intended use of expansion of existing Wastewater Treatment Plant (WWTP), on an approximate Ten (10) Acre portion of 48.02 Acres, on Parcel Account Numbers 35341-001-00 and 35341-001-20 (with 210407SU).

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Both Staff and the P&Z Commission Recommend Approval (ON CONSENT)

Marion County Board of County Commissioners

Date: 4/30/2021	P&Z: 3/29/2021 BCC: 5/18/2021

Item Number
210406Z

Type of Application
Rezoning

Request
From: B-4, Regional Business, to G-U, Government Use.

Concurrent Land Use Amendment:
None

Owner/Applicant
Bruce E. Oehlerking Trust, TR, Myra A Gresko Trust, Et AL, and Michael Oehlerking

Parcel #/Acreage
35341-001-00, 35341-001-20/10 ac portion of ±48.02 AC

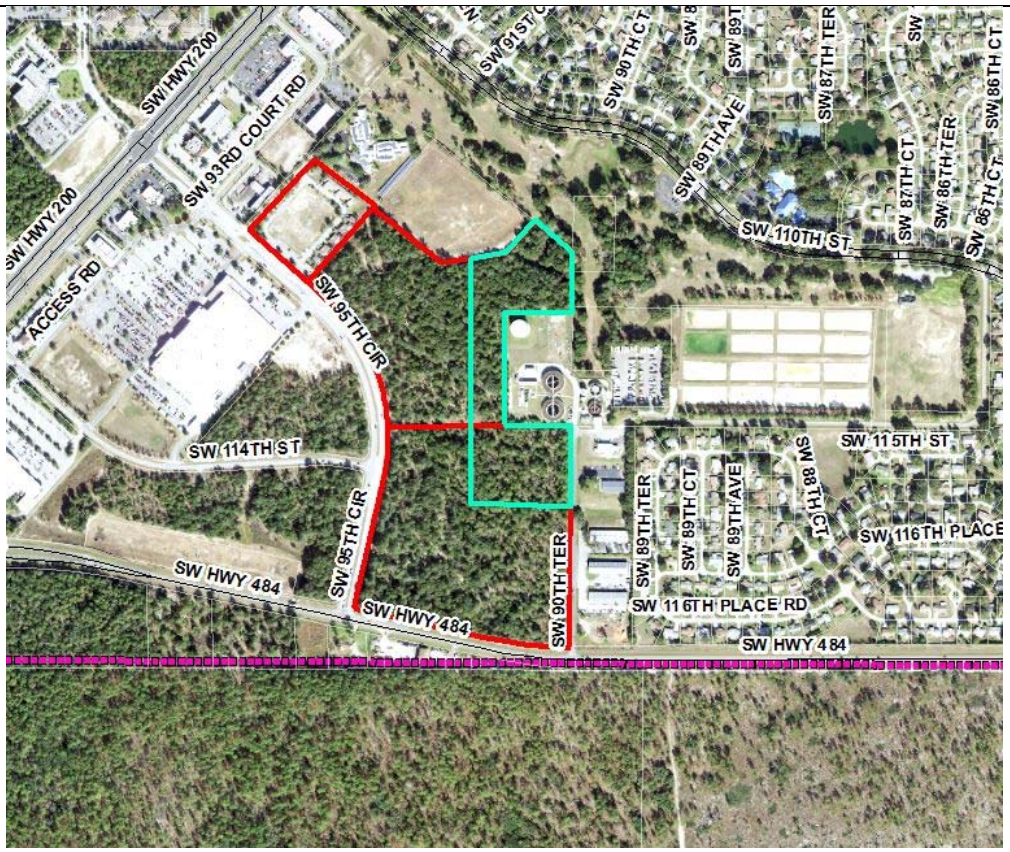
Future Land Use
Commercial

Staff Recommendation
Approval

P&Z Recommendation:
Approval
(ON CONSENT)

Project Planner
Kenneth Weyrauch, Sr. Planner

AR: 26223



Item Summary

Staff is recommending **Approval** of a rezoning request from B-4, Regional Business, to G-U, Government Use on a 10-acre portion of 48.02 acres. The request was made in accordance with LDC Sec. 2.7.1, Zoning Change. Staff is recommending approval of the rezoning because the long-term intention of the property is to be a WWTP expansion that is operated by the County and the requested zoning is consistent with the Land Use and consistent with the area.

Public Notice

Notice of the public hearing was mailed to 8 property owners within 300 feet of the subject properties. No oral or written comments in opposition have been received at the time of this report's distribution.

Background

Location

The property is located on SW HWY 484, on the west side of Oak Run.

Analysis

The subject property is a portion of Tracts 4 and 5 of the Marion Center plat for the urban commerce district at SR 200 and HWY 484. The request to change the zoning on the subject property to Government Use, and expand a waste water treatment plant would require a plat vacation and/or replat of subject property. The replat could join the subject property to Oak Run. This change would leave about 38 acres of commercial property in the remaining portions of tracts 4 and 5 of the Marion Center Plat.

Staff Comments

Planning and Zoning: A plat vacation and/or replat will be required.
There were no other concerns, Development Review Staff comments can be found at the end of the report.

In reaching its decision, the Board of County Commissioners shall find that the following exist:

1. **Granting the proposed Rezoning will not adversely affect the public interest.** The proposed rezoning is consistent with the Marion County Land Development Code and the surrounding area.

2. **The proposed Rezoning is consistent with the current Comprehensive Plan.** The FLU Map 1: Marion County 2035 Future Land Use Map of the Comprehensive Plan designates this property as Commercial. The subject property's request for G-U, Government Use, is consistent with the land use and consistent with the Marion County Comprehensive Plan.

3. **The proposed Rezoning is compatible with land uses in the surrounding area.** The proposed zoning change is consistent with the land uses in the surrounding area. The area is planned for commercial and residential use. These uses will require utilities and this area appears to be suitable for their location. This rezoning is an expansion of an existing site.

   The following table summarizes adjacent future land use designation, zoning districts, and existing uses:

ADJACENT PROPERTY CHARACTERISTICS			
Direction of Adjacency	Future Land Use Designation	Zoning	Existing Use/MCPA Property Class
North	High Density Residential	PUD Planned Unit Development	(38) Golf Course/Driving Range
South	Commercial	B-4 Regional Business	(54-59) Timber
East	Public High Density Residential	G-U Government Use PUD Planned Unit Development	(49) Storage/Junk Yard (86) County Property
West	Commercial	B-4 Regional Business	(54-59) Timber

Infrastructure

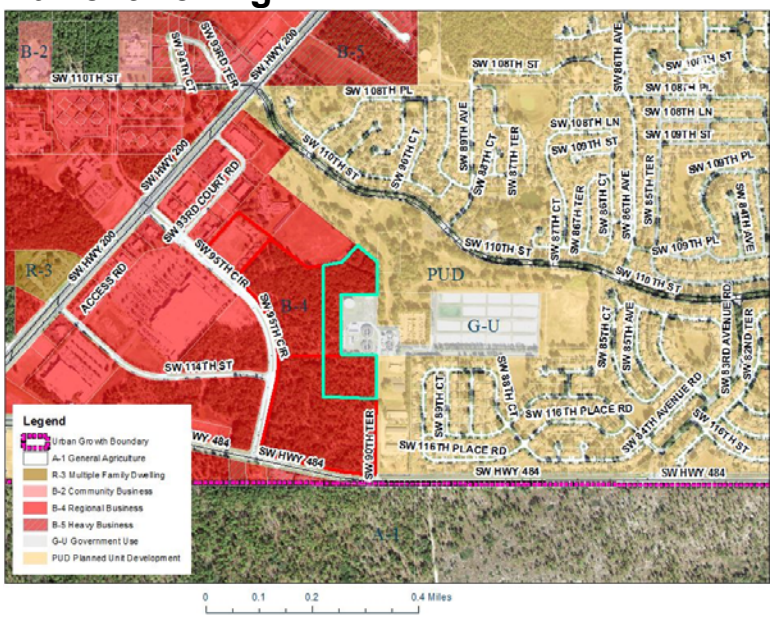
Access is from SW 90th TER.

Road	Classification	Maintenance	Existing Conditions			
			Surface	No. Lanes	R/W Min. Width	R/W Deficiency
SW 90th TER	Private Subdivision	Private	Paved	2	50’	0

Wastewater/Sewer services are provided by the applicant by way of an agreement with Marion County Utilities.

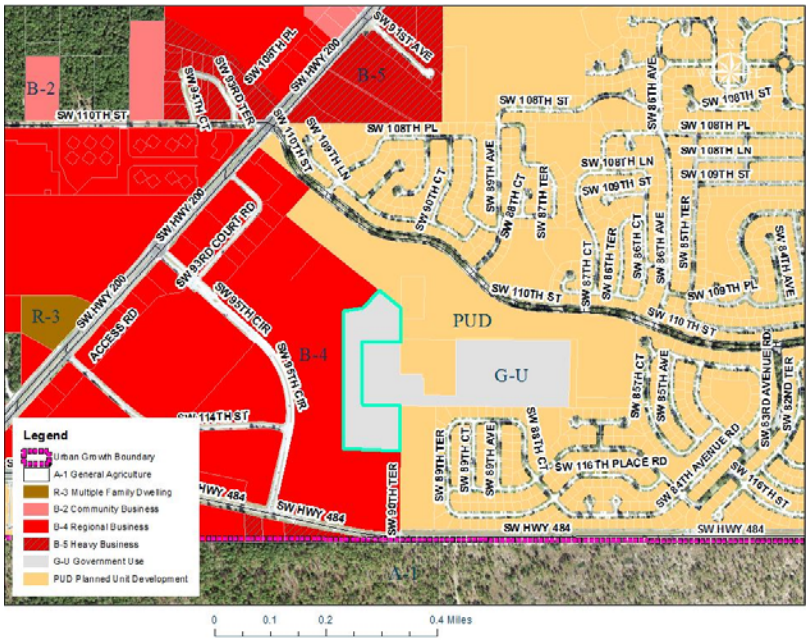
Utility	Service Area
Water	Marion County Utilities
Sewer	Marion County Utilities

Current Zoning



Marion County Zoning Map

Proposed Zoning



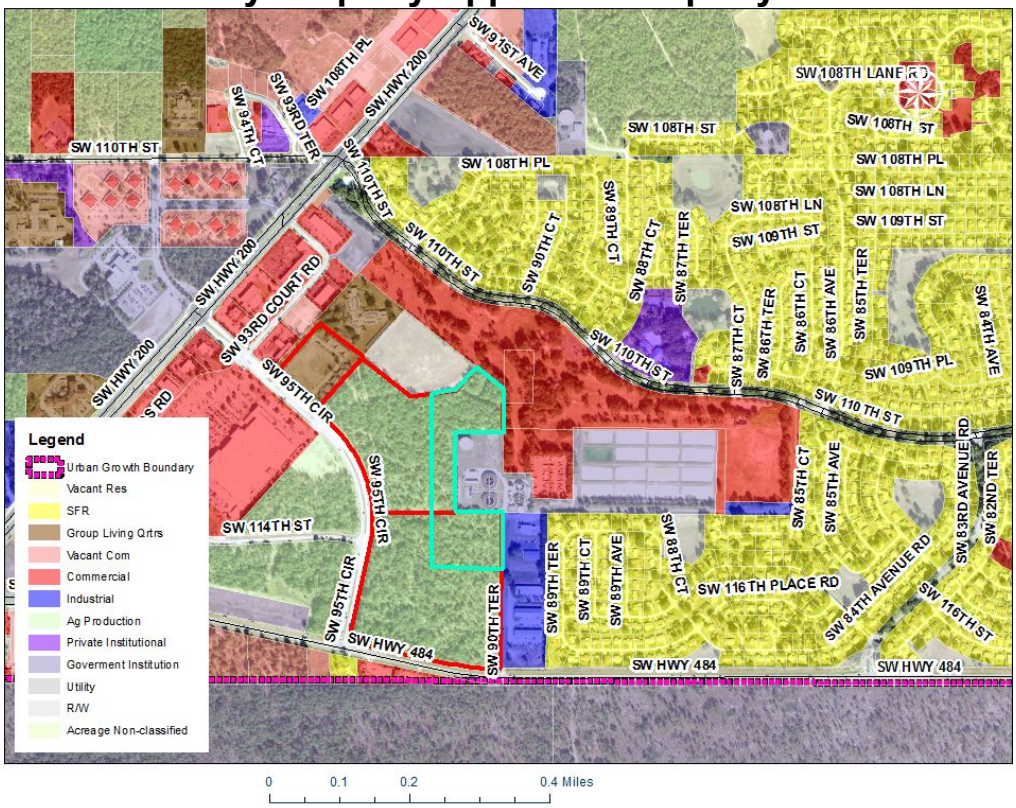
Proposed Zoning for the subject property

Future Land Use



Existing Land Use of the subject property and surrounding area.

Marion County Property Appraiser Property Use Codes



The subject property is vacant and undeveloped.

Staff Recommendation: Approval

Pictures of the area below.



Access to the existing WWTP and subject property.



Western half of the subject property from SW 95th Circle.


Looking east on HWY 484 from the access point.



Looking west on HWY 484 from the access point.

Development Review Comments Letter

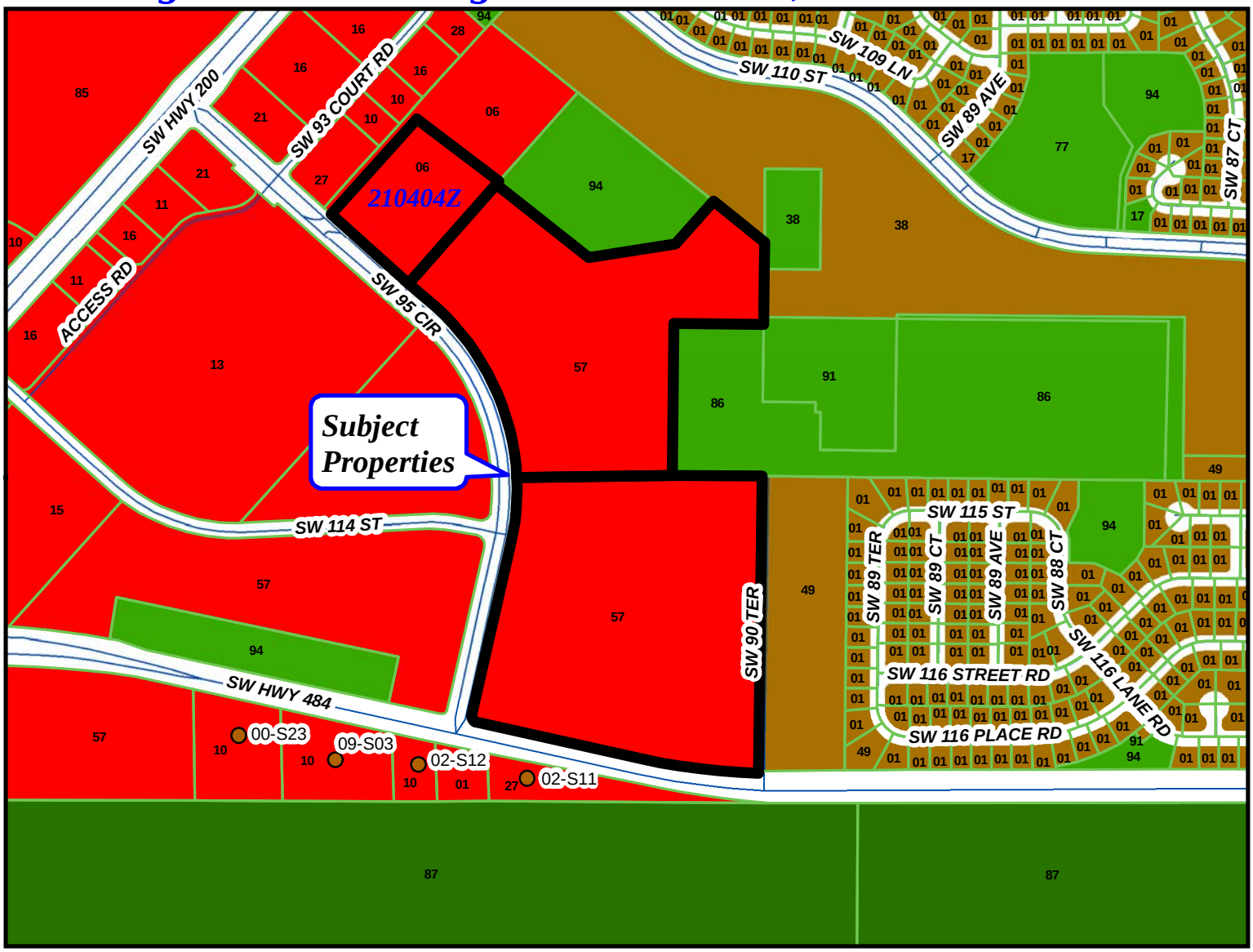
OEHLERKING & GRESKO PROPERTY (OAK RUN WWTP EXPANSION)
ZO SUP #26223

ID	DESCRIPTION	REMARK	DEPT
1	Special Use Permit with Rezoning (non-PUD)	Approved	911
2	Special Use Permit with Rezoning (non-PUD)	n/a	DOH
3	Special Use Permit with Rezoning (non-PUD)	INFO. Stormwater is not opposed to the Zoning Change and SUP for the WWTP.	ENGDRN
4	Special Use Permit with Rezoning (non-PUD)	The proposed rezoning and SUP to allow for expansion of the existing wastewater treatment plant will not generate a significant amount of new traffic.	ENGTRF
5	Special Use Permit with Rezoning (non-PUD)	no comments	ENRAA
6	Special Use Permit with Rezoning (non-PUD)	N/A	FRMSH
7	Special Use Permit with Rezoning (non-PUD)	no comments	LSCAPE
8	Special Use Permit with Rezoning (non-PUD)	Plat vacation and/or replat appears necessary to address conformance issues with the historic Oak Run plat of record. [PB X, PG 99]	LUCURR
9	Special Use Permit with Rezoning (non-PUD)	APPROVED - based on the conceptual plan, subject to structure placement changes within the designated 30' buffer.	UTIL
10	Special Use Permit with Rezoning (non-PUD)	Property will need the GU zoning first. The plat will need to be vacated and either left as acreage or re-platted as part of Oak Run. (Oak Run has many issues with their current platting and those need to be fixed sometime in the future). There are current buffers and easements in the plat that will need to be resolved through the plat vacation and possible re-plat.	ZONE

Aerial: 210406Z, 210407SU



Existing Land Use Designation 210406Z, 210407SU



0 150 300 450 600
Feet

Use per MC Property Appraiser	
01	Single Family Res
50-69/99	Agricultural
00/10/40/70	Vacant
71	Church
02	Mobile Home
06-07/11-39	Commercial
41-49	Industrial
83-98	Public
82	Recreation
03-05/08	Multi-Family
77	Club/Lodge/Union Hall

OWNER(S): Bruce E. Oehlerking, Trust – Myra A Gresko Trust ET AL – Michael Oehlerking

AGENT: Tillman & Associates Engineering, LLC. - David Tillman

PARCEL(S): 35341-001-00, 35341-001-20

All provided GIS data is to be considered a generalized spatial representation, which is subject to revisions. The feature boundaries are not to be used to establish legal boundaries. For specific visual information, contact the appropriate county department or agency. The information is provided visual representation only and is not intended to be used as legal or official representation of legal boundaries.

N

Legend

- All Amendments
- **Policy 1.20** ☆
- Rural Land (1 du/10 ac)
- Low Residential (0 - 1 du/ac)
- Medium Residential (1 - 4 du/ac)
- High Residential (4 - 8 du/ac)
- Farmland Preservation Area
- Urban Residential (8 - 16 du/ac)
- Rural Activity Center (0 - 2 du/ac; FAR 0.35)
- Rural Community (0 - 3 du/ac; FAR 0.70)
- Commercial (0 - 6 du/ac; FAR 1.0)
- Environmentally Sensitive Overlay Zone (ESOZ)
- Employment Center (0 - 12 du/ac; FAR 2.0)
- Commerce District (N/A; FAR 2.0)
- Public (N/A; FAR 1.0)
- Preservation (N/A; N/A)
- Municipality

Marion County
Board of County Commissioners

Growth Management • Zoning

2710 E. Silver Springs Blvd.
Ocala, FL 34470
Phone: 352-438-2675
Fax: 352-438-2676

2104063

AR # 26223

PA #s: 35341-001-00 and 35341-001-20 (w/ 210407SU)

APPLICATION FOR REZONING

Application No.: _____

The undersigned hereby requests a zoning change of the Marion County Land Development Code, Article 4, Zoning, on the below described property and area, from B-4 (Regional Business) to GU (Government Use), for the intended use of:

Expansion of existing WWTP by SUP.

Legal description: (please attach a copy of the deed and location map)

Parcel account number(s): Portion of 35341-001-00 & 35341-001-20

Property dimensions: _____ **Total acreage:** 10.0 ac "Portion of" 48.02 ac.

Directions: Take SR 200 SW to CR 484; turn L to SW 90th Terrace; turn L to subject property on L

The property owner must sign this application unless he has attached written authorization naming an agent to act on his/her behalf.

Bruce Ochenting E Trust/ Myra Grzesko Trust ET AL/Michael Oecterking	Tillman & Associates Engineering, LLC
Property owner name (please print)	**Applicant or agent name (please print)**
155 Ashton Lane	1720 SE 16th Avenue, Bldg 100
Mailing address	**Mailing address**
Crystal Lake, IL 60014	Ocala, FL 34479
City, state, zip code	**City, state, zip code**
847-337-2702	352-387-4540
Phone number (please include area code)	**Phone number (please include area code)**
Bruce E Ochenting Trustee	
Signature	**Signature**

Please note: the zoning change will not become effective until 14 days after a final decision is made by the Marion County Board of County Commissioners. The owner, applicant or agent is encouraged to attend the public hearing where this application will be discussed. If no representative is present and the board requires additional information, the request may be postponed or denied. Notice of said hearing will be mailed to the above-listed address(es). All information given by the applicant or agent must be correct and legible to be processed. The filing fee is $1,000.00, and is non-refundable. For more information, please contact the Zoning Division at 352-438-2675.

FOR OFFICE USE ONLY

RECEIVED BY: KW DATE: 2/3/21 ZONING MAP NO.: 114

project 2021020039 AR 26223

MAP TITLE

210403 and 210407 SU



2/4/2021, 10:42:58 AM

1:9,028

0 0.075 0.15 0.3 mi

0 0.1 0.2 0.4 km

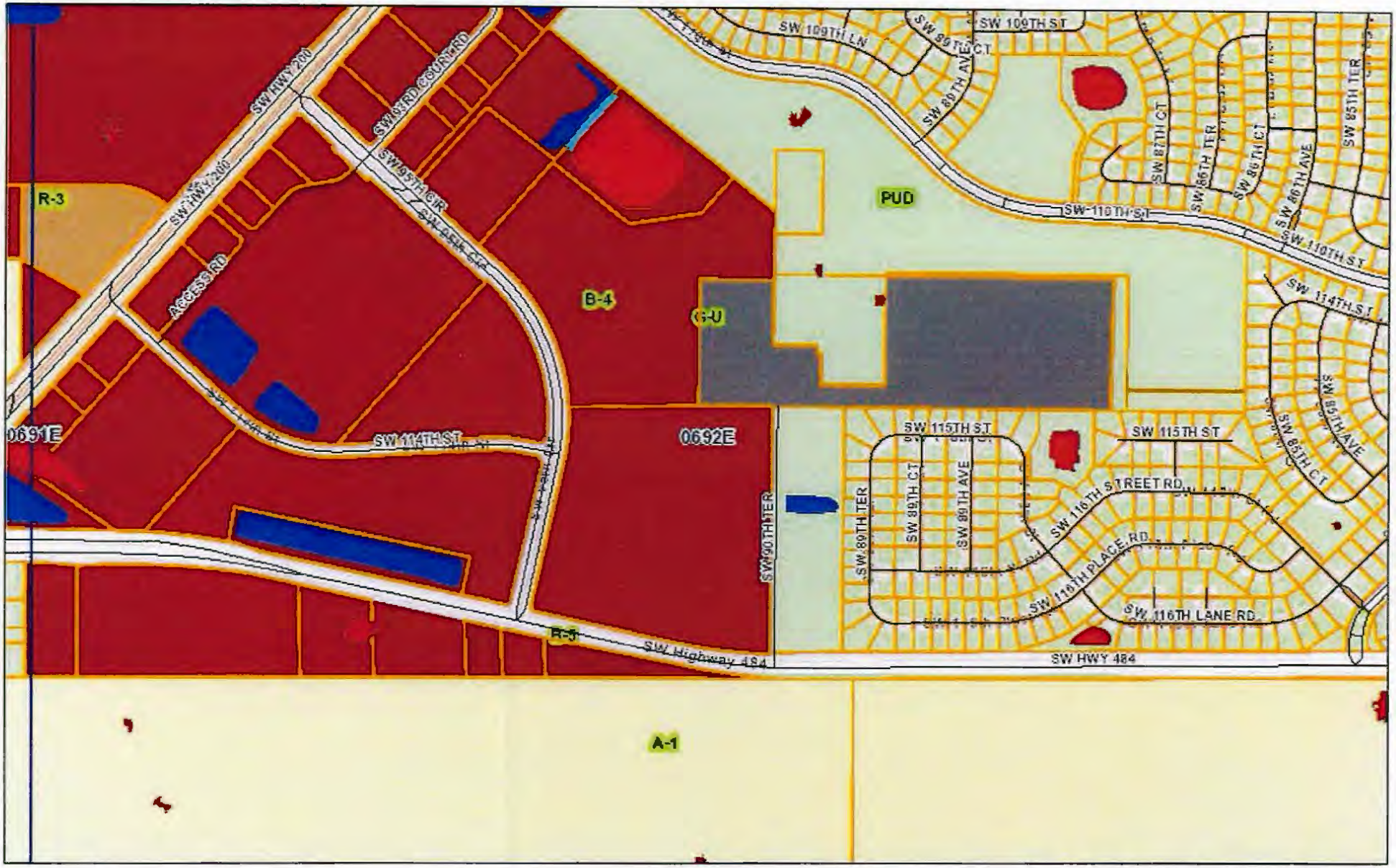
- 2008 FIRM Panel
- Transitional Flood Prone Areas
- Flood Prone Areas
- Parcel Boundary
- Municipalities
- Red: Band_1
- Green: Band_2
- Blue: Band_3

Marion County IT/GIS, E911, and Office of the County Engineer
Marion County School Board

MAP AUTHO 1282

points system are to be considered a generalized spatial representation which is subject to revisions. The GIS features shown hereon are not for use as legal descriptions. For confirmation of details related to the GIS features, please contact the appropriate department or constitutional offic...

MAP TITLE



2/4/2021, 10:41:51 AM

- 2008 FIRM Panel
- Parcel Boundary
- Transitional Flood Prone Areas
- Flood Prone Areas

1:9,028

0 0.075 0.15 0.3 mi

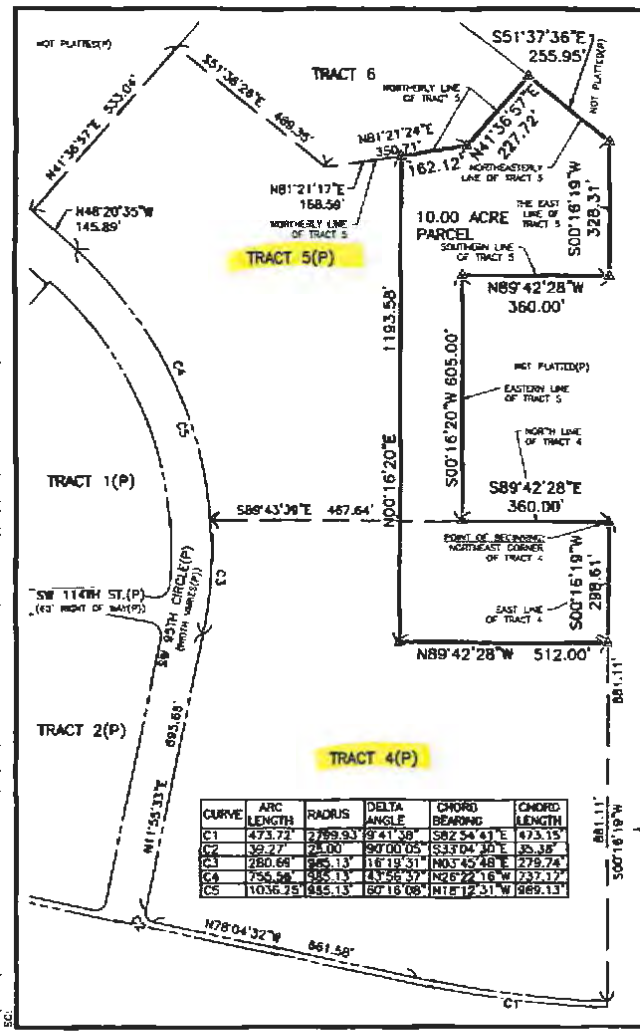
0 0.1 0.2 0.4 km

Marion County IT/GIS, E911, and Office of the County Engineer
Marion County Planning and Zoning Division in the Growth Services

MAP AUTHOR

oping system are to be considered a generalized spatial representation which is subject to revisions. The GIS features shown hereon are not for use as legal descriptions. For confirmation of details related to the GIS features, please contact the appropriate department or constitutional office.


MAINTENANCE STORAGE
PARKING AREA
DRIVEWAY
RECLAIM STORAGE TANK
CLARIFIER
CLARIFIER
BIO-SOLIDS



CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	473.72'	2789.93'	9°43'38"	S82°34'41"E	473.15'
C2	39.27'	25.00'	90°00'05"	S33°04'30"E	35.35'
C3	280.66'	985.13'	16°19'31"	N03°45'48"E	279.74'
C4	755.56'	985.13'	43°56'37"	N26°22'16"W	737.77'
C5	1036.75'	985.13'	60°16'09"	N18°12'31"W	989.13'

DESCRIPTION:

DESCRIPTION

A PORTION OF TRACTS 4 & 5, MARION CENTER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGE 39, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA. ALL LANDS LYING WITHIN SECTION 35, TOWNSHIP 16 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, BEGIN AT THE NORTHEAST CORNER OF TRACT 4, MARION CENTER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGE 39, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE S00°16'19"W ALONG THE EAST LINE OF SAID TRACT 4, 298.61 FEET; THENCE N89°42'28"W, 512.00 FEET; THENCE N00°16'20"E, 1193.58 FEET TO A POINT ON THE NORTHERLY LINE OF TRACT 5; THENCE N81°21'24"E ALONG SAID NORTHERLY LINE, 162.12 FEET; THENCE CONTINUE ALONG SAID NORTHERLY LINE N41°36'57"E, 227.72 FEET TO THE NORTHEASTERLY LINE OF TRACT 5; THENCE S51°37'36"E, ALONG SAID NORTHEASTERLY LINE 255.95 FEET TO THE EAST LINE OF TRACT 5; THENCE S00°16'19"W ALONG SAID EAST LINE OF TRACT 5, 328.31 FEET TO A SOUTHERN LINE OF TRACT 5; THENCE N89°42'28"W ALONG SAID SOUTHERN LINE OF TRACT 5, 360.00 FEET TO AN EASTERN LINE OF TRACT 5; THENCE S00°16'20"W ALONG SAID EASTERN LINE OF TRACT 5, 605.00 FEET TO A POINT ON THE NORTH LINE OF AFORESAID TRACT 4; THENCE S89°42'28"E ALONG SAID NORTH LINE OF TRACT 4, 360.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 435,800 SQUARE FEET (10.00 ACRES), MORE OR LESS.

NOTES:

1. THIS DRAWING REPRESENTS A SKETCH AND DESCRIPTION AND DOES NOT REPRESENT A CURRENT OR COMPLETE BOUNDARY SURVEY BY THIS FIRM. IT IS BASED ON MARION CENTER PLAT AS RECORDED IN PLAT BOOK 9, PAGE 39, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.
2. NOTE: THE DESCRIBED PARCEL DOES NOT HAVE ACCESS TO A PUBLIC RIGHT OF WAY
3. LINE WORK AND BEARINGS SHOWN HEREON ARE BASED ON THE MARION CENTER PLAT, AND RECORDED IN THE PUBLIC RECORDS OF MARION COUNTY PLAT BOOK 9, PAGE 39, FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983 (1990 ADJUSTMENT).
4. THE REMAINDER OF THE ORIGINAL PARENT TRACT IS NOT DELINEATED HEREON.
5. COPIES OF THIS SKETCH AND DESCRIPTION ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER LISTED HEREON.
6. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

LEGEND:

- Δ = DESCRIPTIVE POINT
- L# = LINE NUMBER (SEE TABLE)
- O.R.B. = OFFICIAL RECORD BOOK
- PG. = PAGE
- (P) = PER PLAT
- ST. = STREET
- = DESCRIPTION LINES
- = PARCEL LINE
- = LOT LINE
- = RIGHT OF WAY LINE

250 0 125 250

1 inch = 250 feet

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT WE HAVE MADE A SKETCH AND DESCRIPTION, AS SHOWN HEREON, THAT IT IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF, AND THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION THEREOF; AND THAT THIS SKETCH AND PLAT CONFORM WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

DATE SIGNED: _____

HAROLD B. PETERS
PROFESSIONAL SURVEYOR & MAPPER 6301
STATE OF FLORIDA (FOR THE FIRM LB6748)

SKETCH AND DESCRIPTION
FOR
MARION COUNTY UTILITY DEPARTMENT

GPI Geospatial, Inc.
3051 E. LIVINGSTON STREET, SUITE 300
ORLANDO, FL 32803 (407) 851-7880
(LICENSED BUSINESS NO 6748)

SECTION 35, TOWNSHIP 16 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA

DRAWN BY: M.T.E.	DATE OF SURVEY: N/A	SCALE: 1" = 250'
CHECKED BY: H.B.P.	REVISIONS:	F.B./PG.: N/A
JOB#: GED-2019066.10		FILE #: 3M/XXXX
COGO FILE: OAKRUNS&D.CRD		SHEET 1 OF 1
DRAWING FILE: OAKRUNS&D.DWG		

OWNER: OEHLERKING BRUCE E TRUST
DATE: AUGUST 26, 2020

DESCRIPTION:

A PORTION OF TRACTS 4 & 5, MARION CENTER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGE 39, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA. ALL LANDS LYING WITHIN SECTION 35, TOWNSHIP 16 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

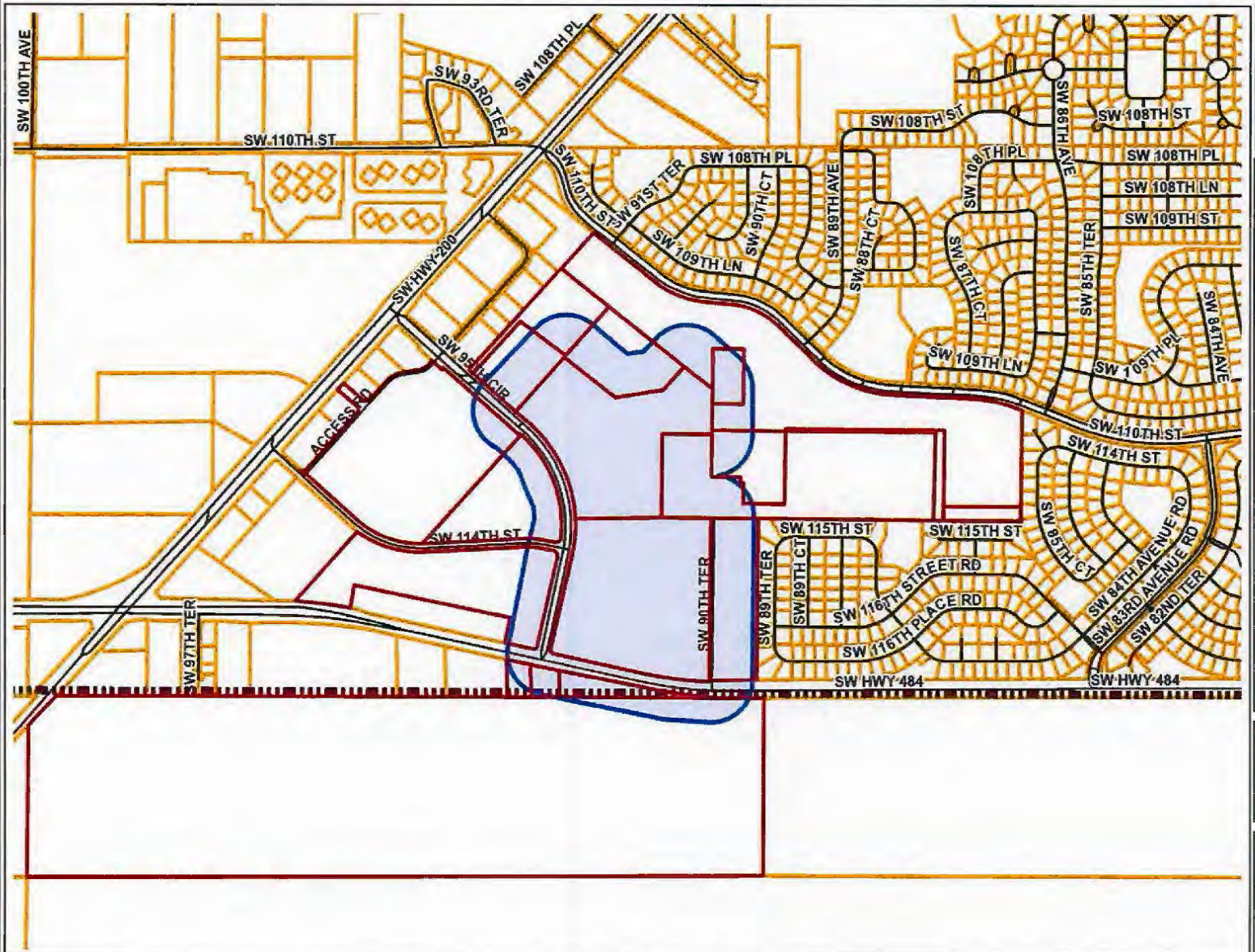
FOR A POINT OF BEGINNING, BEGIN AT THE NORTHEAST CORNER OF TRACT 4, MARION CENTER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGE 39, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE S00°16'19"W ALONG THE EAST LINE OF SAID TRACT 4, 298.61 FEET; THENCE N89°42'28"W, 512.00 FEET; THENCE N00°16'20"E, 1193.58 FEET TO A POINT ON THE NORTHERLY LINE OF TRACT 5; THENCE N81°21'24"E ALONG SAID NORTHERLY LINE, 162.12 FEET; THENCE CONTINUE ALONG SAID NORTHERLY LINE N41°36'57"E, 227.72 FEET TO THE NORTHEASTERLY LINE OF TRACT 5; THENCE S51°37'36"E, ALONG SAID NORTHEASTERLY LINE 255.95 FEET TO THE EAST LINE OF TRACT 5; THENCE S00°16'19"W ALONG SAID EAST LINE OF TRACT 5, 328.31 FEET TO A SOUTHERN LINE OF TRACT 5; THENCE N89°42'28"W ALONG SAID SOUTHERN LINE OF TRACT 5, 360.00 FEET TO AN EASTERN LINE OF TRACT 5; THENCE S00°16'20"W ALONG SAID EASTERN LINE OF TRACT 5, 605.00 FEET TO A POINT ON THE NORTH LINE OF AFORESAID TRACT 4; THENCE S89°42'28"E ALONG SAID NORTH LINE OF TRACT 4, 360.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 435,600 SQUARE FEET (10.00 ACRES), MORE OR LESS.

of 48.02ac

Marion County | Growth Services Viewer

210406Z & 210407SU - OEHERKING - GRESKO TRUST





Legend

- Urban Growth Boundary
- Streets
- Parcels
- Municipalities
- Marion County

1: 12,882

1 in = 0.20 Miles

N W E S

Notes

c/o:
AGENT: TILLMAN & ASSOC. ENG., LLC

Creation Date: 2/11/2021

0.4 0 0.20 0.4 Miles

Projected Coordinate System: NAD_1983_StatePlane_Florida_West_FIPS_0902_Feet

Created By: dp

This map was produced by a Marion County employee using an online internal mapping viewer. All GIS features provided through the Marion County online internal mapping viewer are to be considered a generalized spatial representation which is subject to revisions. The GIS features shown hereon are not to be used as legal descriptions. For confirmation of details related to the GIS features, please contact the appropriate department or constitutional office.

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3026 **Agenda Date:** 5/18/2021 **Agenda No.:** 15.1.10.

SUBJECT:
210407SU - Bruce E. Oehlerking Trust and Michael Oehlerking, Special Use Permit in G-U, 10.0 Acres

INITIATOR:
Mary Elizabeth Burgess, Director

DEPARTMENT:
Growth Services

DESCRIPTION/BACKGROUND:
210407SU - Bruce E. Oehlerking Trust, Myra A. Gresko Trust ET AL and Michael Oehlerking, 156 Ashton Lane, Crystal Lake, IL 60014, requests a Special Use Permit, Articles 2 and 4, of the Marion County Land Development Code for the proposed expansion of existing Wastewater Treatment Plant (WWTP), in a GU (Government Use), zone on an approximate Ten (10) Acre portion of 48.02 Acres, on Parcel Account Numbers 35341-001-00 and 35341-001-20 (with 210406Z).

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Both Staff and the P&Z Commission Recommend Approval with Conditions (ON CONSENT)

MARION COUNTY GROWTH SERVICES

Date: 4/30/2021 | **P&Z: 3/29/2021 BCC: 5/18/2021**

Application No:
210407SU

Type of Application:
Special Use Permit

Request: Wastewater treatment plant in GU, Government Use.

Existing Zoning:
GU, Government Use

Future Land Use Designation:
Commercial

Parcel #/Acreage:
35341-001-00, 35341-001-20/10 ac portion of ±48.02 AC

Owner/Applicant(s):
Bruce E. Oehlerking Trust, TR, Myra A Gresko Trust, Et AL, and Michael Oehlerking

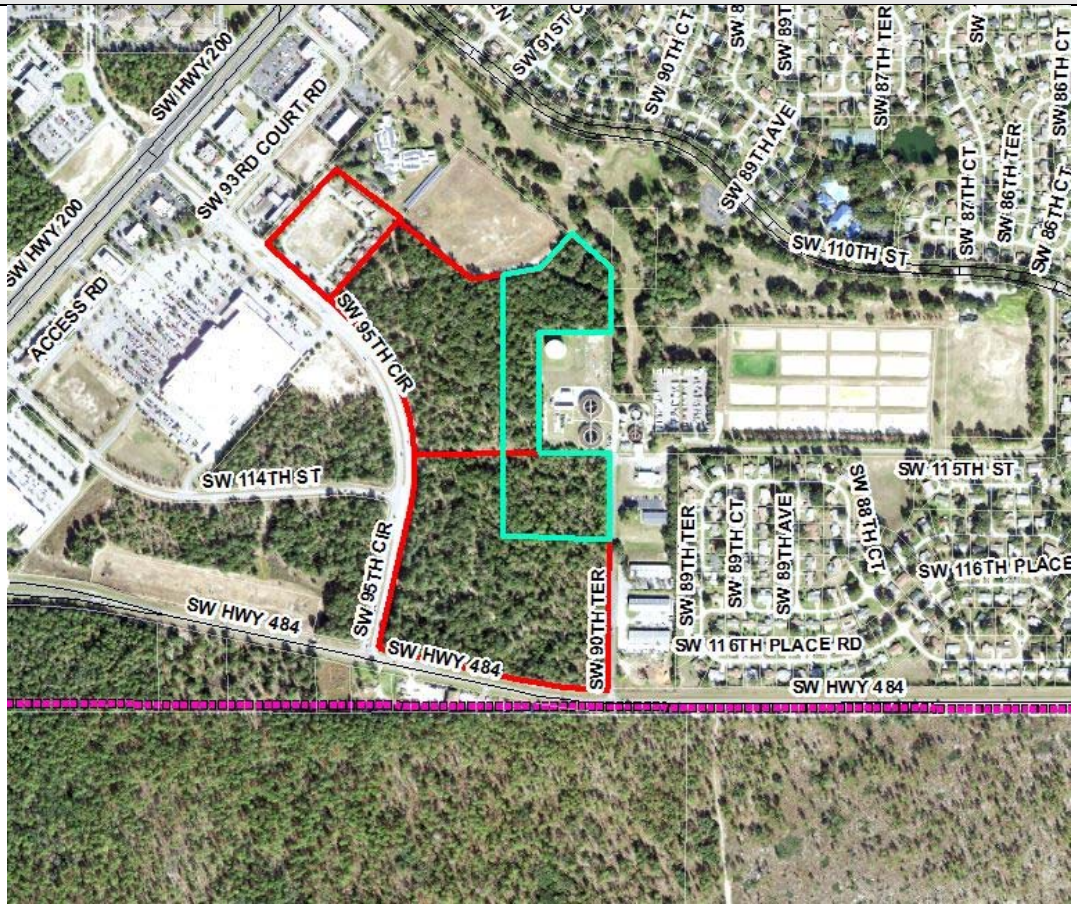
Staff Recommendation
Approval with conditions

P&Z Recommendation:
Approval with Conditions (ON CONSENT)

Project Planner
Ken Weyrauch, Senior Planner

Code Enforcement Action:
None.

AR 26223



Item Summary

Staff is recommending **APPROVAL WITH CONDITIONS** for a Special Use Permit (SUP) for a wastewater treatment plant with rapid infiltration basin systems on a ±10 acre site zoned G-U (Government Use), in accordance with Marion County Land Development Code (LDC) Section 2.8, *Special Use Permit*, and Section 4.2.2. All uses in GU, Government Use, require a Special Use Permit. This use is intended to be an expansion of an existing wastewater treatment plant on the parcel adjacent.

Public Notice

Notice of the public hearing was mailed to 8 property owners within 300 feet of the subject property. No written comments have been received in support of or opposed to this zoning change.

Location

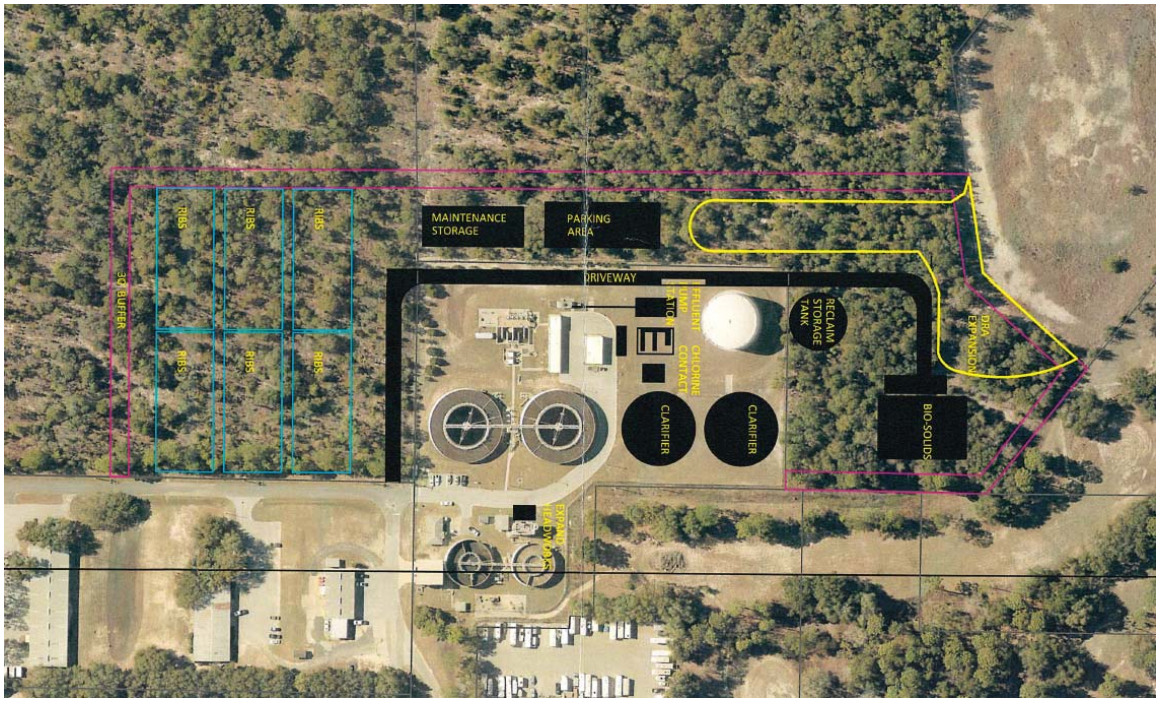
The property is located on SW HWY 484, on the west side of Oak Run.

Request and Analysis

The request is for a Special Use Permit (SUP) for a wastewater treatment plant with rapid infiltration basin systems on a ±10 acre site zoned G-U (Government Use). The wastewater treatment plant will be an expansion of an existing subregional wastewater treatment plant currently located at Oak Run and will be operated by Marion County.

The subject property, zoned G-U, Government Use, for the expansion of the wastewater treatment plant is part of an existing plat under Marion Center. This portion of the property will need to be vacated from the plat and either left as acreage or replatted. There are easements and required buffers on the plat that will need to be addressed.

The concept plan proposes a 30-foot wide buffer. No other information on the proposed buffer has been provided. The Land Development Code requires a C-Type Buffer between the Government Use and commerical or industrial uses. A C-Type Buffer includes a 15-foot-wide landscape strip that contains at least four shade trees for every 100 lineal feet, shrubs, and groundcover as well. Recently for water treatment plants, Marion County has been requiring buffers that include 6' berms with a fence on top of the berm along with trees and hedges.



***1**: Project area Concept Plan*

In reaching its decision, the Commission must address the following:

1. **Granting the Special Use Permit will not adversely affect the public interest.** No adverse impacts to the public interest have been identified.

2. **The proposed Special Use Permit is consistent with the current Comprehensive Plan.** The FLU Map 1: Marion County 2045 Future Land Use Map of the Comprehensive Plan designates the site as Commercial. The request is consistent with the Marion County Comprehensive Plan.

3. **The proposed Special Use Permit is compatible with land uses in the surrounding area.** The surrounding properties are designated as Commercial. With proper buffering, there would not be any compatibility issues with the surrounding area.

The following tables summarize the site's adjacent future land use designations, zoning districts, and existing uses:

ADJACENT PROPERTY CHARACTERISTICS			
Direction of Adjacency	Future Land Use Designation	Zoning	Existing Use/MCPA Property Class
North	High Density Residential	PUD Planned Unit Development	(38) Golf Course/Driving Range
South	Commercial	B-4 Regional Business	(54-59) Timber
East	Public High Density Residential	G-U Government Use PUD Planned Unit Development	(49) Storage/Junk Yard (86) County Property
West	Commercial	B-4 Regional Business	(54-59) Timber

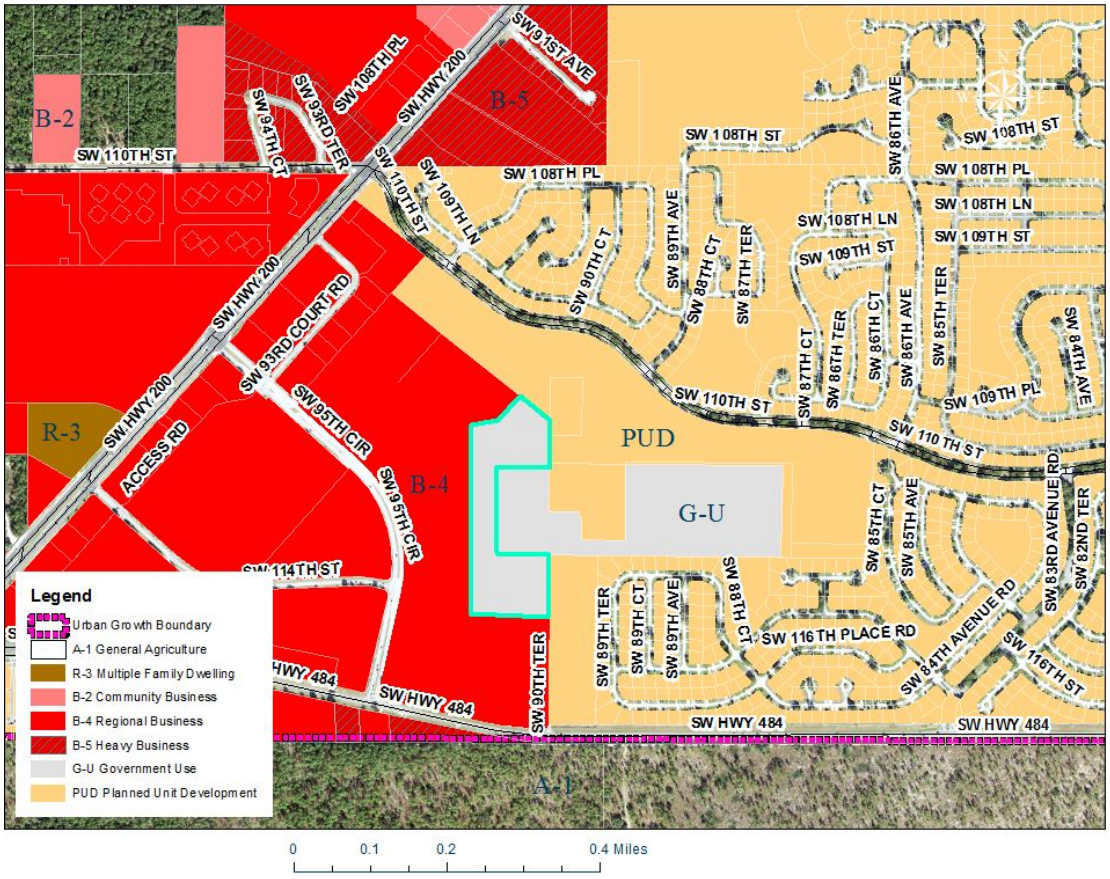
Infrastructure

SURROUNDING ROADWAY CONDITIONS						
			Existing Conditions			
Road	**Classification**	**Maint.**	**Surface**	**No. Lanes**	**R/W Width**	**R/W Deficiency**
SW 90th TER	Private Subdivision	Private	Paved	2	50'	**0**

Staff Recommendation: Approval with Conditions

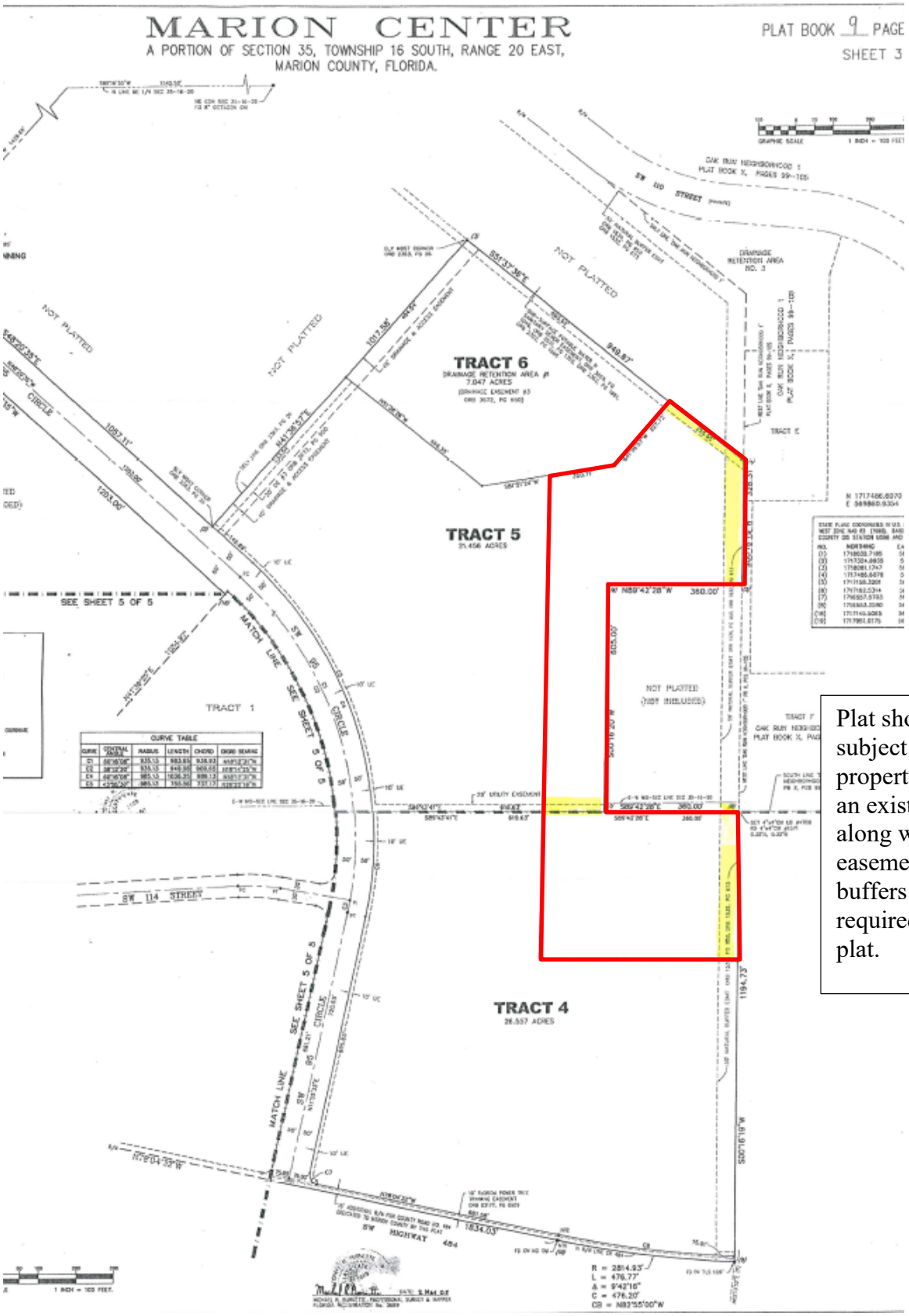
1. The site shall be developed in accordance with the standards of the Marion County Land Development Code unless otherwise modified by these conditions.
2. The G-U, Government Use property shall be vacated from the Marion Center Plat and either left as acreage or replatted.
3. The WWTP shall meet or exceed the standards for wastewater facilities provided in the Marion County Land Development Code.
4. Access to the site shall be limited to SW 90th TER only.
5. A modified A-Type buffer shall be installed and maintained. The Modified A-Type Buffer shall consist of a 30-foot wide landscape strip with a 6' berm and a wall or opaque fence on top of the berm. The buffer shall contain at least two shade trees and three accent/ornamental trees for every 100 linear feet or fractional part thereof. Shrubs and groundcovers, excluding turfgrass, shall comprise at least 50 percent of the required buffer. Trees and vegetation shall be on the outside of the berm.
6. Lighting shall be directed away from other uses as to not cast a glare and appropriately screened.

CURRENT ZONING



CURRENT FUTURE LAND USE DESIGNATION



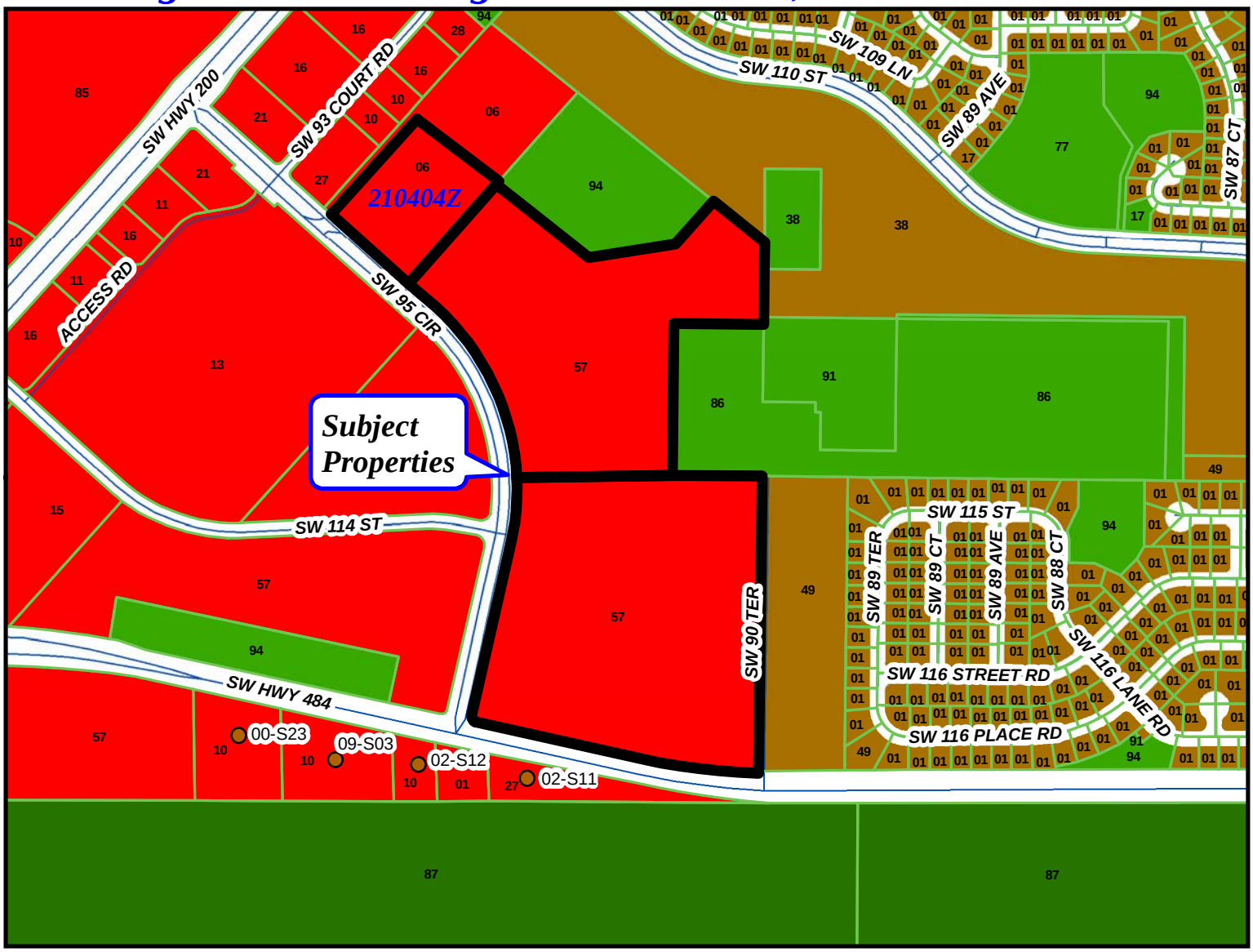


Plat showing subject property within an existing plat along with the easements and buffers required on that plat.

Aerial: 210406Z, 210407SU



Existing Land Use Designation 210406Z, 210407SU



0 150 300 450 600
Feet

Use per MC Property Appraiser	
01	Single Family Res
50-69/99	Agricultural
00/10/40/70	Vacant
71	Church
02	Mobile Home
06-07/11-39	Commercial
41-49	Industrial
83-98	Public
82	Recreation
03-05/08	Multi-Family
77	Club/Lodge/Union Hall

OWNER(S): Bruce E. Oehlerking, Trust – Myra A Gresko Trust ET AL – Michael Oehlerking

AGENT: Tillman & Associates Engineering, LLC. - David Tillman

PARCEL(S): 35341-001-00, 35341-001-20

All provided GIS data is to be considered a generalized spatial representation, which is subject to revisions. The feature boundaries are not to be used to establish legal boundaries. For specific visual information, contact the appropriate county department or agency. The information is provided visual representation only and is not intended to be used as legal or official representation of legal boundaries.

N

Legend

- All Amendments
- Policy 1.20
- Rural Land (1 du/10 ac)
- Low Residential (0 - 1 du/ac)
- Medium Residential (1 - 4 du/ac)
- High Residential (4 - 8 du/ac)
- Farmland Preservation Area
- Urban Residential (8 - 16 du/ac)
- Rural Activity Center (0 - 2 du/ac; FAR 0.35)
- Rural Community (0 - 3 du/ac; FAR 0.70)
- Commercial (0 - 6 du/ac; FAR 1.0)
- Environmentally Sensitive Overlay Zone (ESOZ)
- Employment Center (0 - 12 du/ac; FAR 2.0)
- Commerce District (N/A; FAR 2.0)
- Public (N/A; FAR 1.0)
- Preservation (N/A; N/A)
- Municipality

210407 SU

AR#: 26223

PA#s: 35341-001-00 and 35341-001-20 (w/ #210406z)

Marion County
Board of County Commissioners
Growth Services • Planning & Zoning

Marion County
FLORIDA

2710 E. Silver Springs Blvd.
Ocala, FL 34470
Phone: 352-438-2600
Fax: 352-438-2601

SPECIAL USE PERMIT APPLICATION - REGULAR - $700.00

The undersigned hereby requests a Special Use Permit in accordance with Marion County Land Development Code, Articles 2 and 4, for the purpose of: Expansion of existing WWTP (Oak Run)

Legal Description: (Please attach a copy of the deed and location map.) **Parcel Zoning:** (B-4) To BE GU

Parcel account number(s): Portion of 35341-001-00 & 35341-001-20 (21.46 ac / 26.56 ac.)

Property dimensions: **Total acreage:** 10.0 "portion of" 48.02 ac.

Directions: Take SR 200 SW to CR 484; turn L to SW 90th Terrace; turn L to subject property on L

Each property owner(s) MUST sign this application or provide written authorization naming an applicant or agent to act on his behalf. **Please print all information, except for the Owner and Applicant/Agent *signature*.**

Bruce Oehlerking E Trust/ Myra Grosko Trust ET AL/ Michael Oehlerking	Tillman & Associates Engineering, LLC
Property Owner name (please print)	**Applicant or agent name (please print)**
[illegible] Ashton Lane	1720 SE 16th Avenue, Bldg 100
Mailing Address	**Mailing Address**
[illegible] Lake, IL 60014	Ocala, FL 34479
City, State, Zip code	**City, State, Zip code**
847-337-2702	352-387-4540
Phone number (include area code) 847-337-2702	**Phone number (include area code)**
~~[illegible]~~	permits@tillmanong.com
E-mail address Bruce E Oehlerking trustee	**E-mail address**
Signature [signature]	*Signature* [signature]

PLEASE NOTE: A representative is strongly encouraged to attend the public hearings when this application will be discussed. If no representative is present, the request may be postponed or denied. Hearing notices will be mailed to the address(es) listed above. All information submitted must be correct and legible to process the Application. Contact Growth Services Planning & Zoning at (352) 438-2675 for more information.

STAFF/OFFICE USE ONLY			
Project No.: 2021 02 0021	Code Case No.:	Application No.:	
Rev'd by: DM	Rev'd Date: 2/3/21	FLUM: Comm	Zoning Map No.: 114	Rev. 04/2015

AR 26223

Written Findings and Facts for SUP Expansion of Oak Run WWTP:

(1) Provision for ingress and egress to property and proposed structures thereon with particular reference to automotive and pedestrian safety and convenience, traffic flow and control and access in case of fire or catastrophe. Access will be by SW 90th Terrace, a privately paved ROW.

(2) Provision for off-street parking and loading areas, where required, with particular attention to the items in (1) above and the economic, noise, glare, or odor effects of the SUP on adjoining properties and properties generally in the surrounding area. There will be paved designated parking areas that will conform to requirements of the LDC.

(3) Provisions for refuse and service area, with particular reference to the items in (1) and (2) above. All refuse will be taken offsite by Marion County to the Local landfill or designated area as allowed. There will be a small maintenance building strictly for repairing and addressing on site equipment.

(4) Provision for utilities, with reference to locations, availability and compatibility. Electricity shall be provided by SECO. Water and Sewer to be provided by MCUD.

(5) Provision for screening and buffering of dissimilar uses and of adjacent properties where necessary. There will be a 30' buffer around the exterior perimeter of the expansion area.

(6) Provision for signs, if any, and exterior lighting with consideration given to glare, traffic safety, economic effects and compatibility and harmony with properties in the surrounding area. No signage is proposed at this time, and any lighting will be shielded and directed as to not cast a glare onto adjacent properties. Required safety signs to be installed as required by Code.

(7) Provision for required yards and other green space. There will be sufficient green space and required yard setbacks observed in this project.

(8) Provision for general compatibility with adjacent properties and other property in the surrounding area. This is an expansion of an existing compliant WWTP. This is compatible with the surrounding area as the expansion is a sizeable distance from any residence.

(9) Provision for meeting any special requirements required by the site analysis for the particular use involved. We are willing to consider any conditions necessary to obtain approval of this request.

MAP TITLE

#210407 SU



2/4/2021, 10:42:58 AM

1:9,028

0 0.075 0.15 0.3 mi

0 0.1 0.2 0.4 km

2008 FIRM Panel

Transitional Flood Prone Areas

Flood Prone Areas

Parcel Boundary

Municipalities

Red: Band_1

Green: Band_2

Blue: Band_3

Marion County IT/GIS, E911, and Office of the County Engineer
Marion County School Board

MAP AUTH 1298

apping system are to be considered a generalized spatial representation which is subject to revisions. The GIS features shown hereon are not for use as legal descriptions. For confirmation of details related to the GIS features, please contact the appropriate department or constitutional office.

MAP TITLE



2/4/2021, 10:41:51 AM

1:9,028

0 0.075 0.15 0.3 mi

0 0.1 0.2 0.4 km

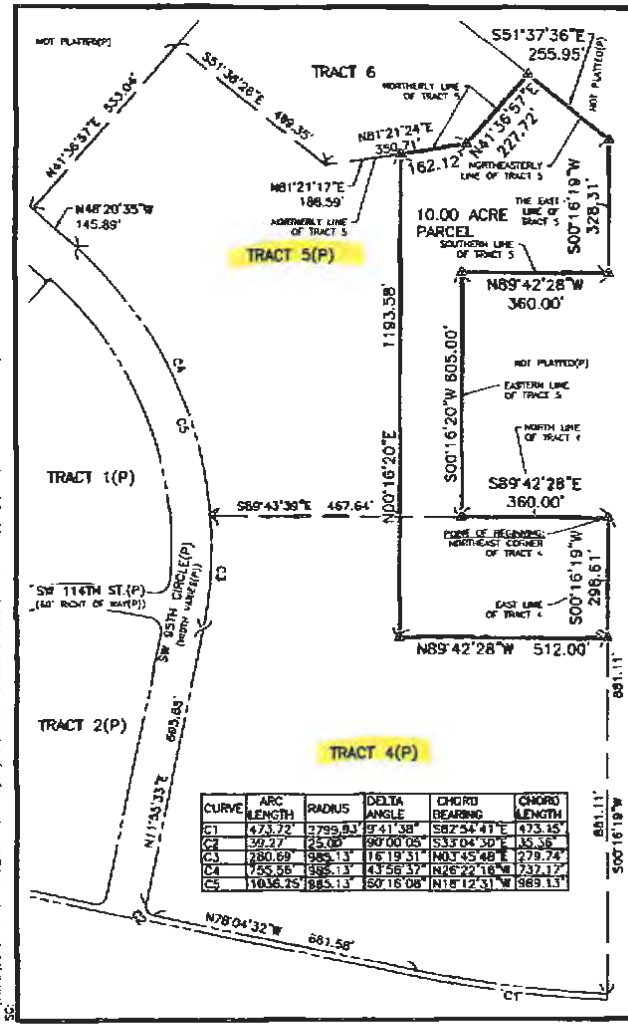
- 2008 FIRM Panel
- Parcel Boundary
- Transitional Flood Prone Areas
- Flood Prone Areas

Marion County IT/GIS, E911, and Office of the County Engineer
Marion County Planning and Zoning Division in the Growth Services

MAP AUTH 1299

apping system are to be considered a generalized spatial representation which is subject to revisions. The GIS features shown hereon are not for use as legal descriptions. For confirmation of details related to the GIS features, please contact the appropriate department or constitutional office.

BIO-SOLIDS
RIBS
RIBS
RIBS
RIBS
RIBS
RIBS
30' BUFFER
CLARIFIER
CLARIFIER
RECLAIM STORAGE TANK
DRIVEWAY
PARKING AREA
MAINTENANCE STORAGE



CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	473.72'	2799.83'	9°41'38"	S82°54'41"E	473.15'
C2	39.27'	25.00'	90°00'05"	S33°04'30"E	35.36'
C3	280.69'	985.13'	16°19'31"	N03°45'48"E	279.74'
C4	755.56'	985.13'	43°56'37"	N26°22'16"W	737.17'
C5	1036.25'	985.13'	60°16'08"	N18°12'31"W	989.13'

DESCRIPTION:

DESCRIPTION

A PORTION OF TRACTS 4 & 5, MARION CENTER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGE 39, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA. ALL LANDS LYING WITHIN SECTION 35, TOWNSHIP 16 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING, BEGIN AT THE NORTHEAST CORNER OF TRACT 4, MARION CENTER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGE 39, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA; THENCE S00°16'19"W ALONG THE EAST LINE OF SAID TRACT 4, 296.61 FEET; THENCE N89°42'28"W, 512.00 FEET; THENCE N00°16'20"E, 1193.58 FEET TO A POINT ON THE NORTHERLY LINE OF TRACT 5; THENCE N81°21'24"E ALONG SAID NORTHERLY LINE, 162.12 FEET; THENCE CONTINUE ALONG SAID NORTHERLY LINE N41°36'57"E, 227.72 FEET TO THE NORTHEASTERLY LINE OF TRACT 5; THENCE S51°37'36"E, ALONG SAID NORTHEASTERLY LINE 255.95 FEET TO THE EAST LINE OF TRACT 5; THENCE S00°16'19"W ALONG SAID EAST LINE OF TRACT 5, 328.31 FEET TO A SOUTHERN LINE OF TRACT 5; THENCE N89°42'28"W ALONG SAID SOUTHERN LINE OF TRACT 5, 360.00 FEET TO AN EASTERN LINE OF TRACT 5; THENCE S00°16'20"W ALONG SAID EASTERN LINE OF TRACT 5, 605.00 FEET TO A POINT ON THE NORTH LINE OF AFORESAID TRACT 4; THENCE S89°42'28"E ALONG SAID NORTH LINE OF TRACT 4, 360.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 435,600 SQUARE FEET (10.00 ACRES), MORE OR LESS.

NOTES:

1. THIS DRAWING REPRESENTS A SKETCH AND DESCRIPTION AND DOES NOT REPRESENT A CURRENT OR COMPLETE BOUNDARY SURVEY BY THIS FIRM. IT IS BASED ON MARION CENTER PLAT AS RECORDED IN PLAT BOOK 9, PAGE 39, OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA.
2. NOTE: THE DESCRIBED PARCEL DOES NOT HAVE ACCESS TO A PUBLIC RIGHT OF WAY
3. LINE WORK AND BEARINGS SHOWN HEREON ARE BASED ON THE MARION CENTER PLAT, AND RECORDED IN THE PUBLIC RECORDS OF MARION COUNTY PLAT BOOK 9, PAGE 39. FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983 (1990 ADJUSTMENT).
4. THE REMAINDER OF THE ORIGINAL PARENT TRACT IS NOT DELINEATED HEREON.
5. COPIES OF THIS SKETCH AND DESCRIPTION ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF THE FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER LISTED HEREON.
6. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT WE HAVE MADE A SKETCH AND DESCRIPTION, AS SHOWN HEREON, THAT IT IS TRUE AND CORRECT TO THE BEST OF OUR KNOWLEDGE AND BELIEF, AND THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION THEREOF; AND THAT THIS SKETCH AND PLAT CONFORM WITH THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

DATE SIGNED: _____

HAROLD B. PETERS
PROFESSIONAL SURVEYOR & MAPPER 6301
STATE OF FLORIDA (FOR THE FIRM LB6748)

LEGEND:

- Δ = DESCRIPTIVE POINT
- L# = LINE NUMBER (SEE TABLE)
- O.R.B. = OFFICIAL RECORD BOOK
- PG. = PAGE
- (P) = PER PLAT
- ST. = STREET
- = DESCRIPTION LINES
- = PARCEL LINE
- = LOT LINE
- = RIGHT OF WAY LINE

250 0 125 250
1 inch = 250 feet

SKETCH AND DESCRIPTION
FOR
MARION COUNTY UTILITY DEPARTMENT

GPI Geospatial, Inc.
3051 E. LIVINGSTON STREET, SUITE 300
ORLANDO, FL 32803 (407) 851-7880
(LICENSED BUSINESS NO 6748)

SECTION 35, TOWNSHIP 16 SOUTH, RANGE 20 EAST, MARION COUNTY, FLORIDA

DRAWN BY: M.T.E.	DATE OF SURVEY: N/A	SCALE: 1" = 250'
CHECKED BY: H.B.P.	REVISIONS:	F.B./PG.: N/A
JOB#: GEO-2019066.10		FILE #: 3M/XXXX
COGO FILE: OAKRUNS&D.CRD		SHEET
DRAWING FILE: OAKRUNS&D.DWG		1 OF 1

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3027 **Agenda Date:** 5/18/2021 **Agenda No.:** 15.1.11.

SUBJECT:
20-L10 - Request Review and Adoption of Revisions to the Capital Improvements Element of the Comprehensive Plan, Including the Annual Update to the Schedule of Capital Improvements for FY 2020-2021 Through FY 2024-2025

INITIATOR:
Mary Elizabeth Burgess, Director

DEPARTMENT:
Growth Services

DESCRIPTION/BACKGROUND:
Section 163.3177(3), Florida Statutes, requires the County to annually review the Capital Improvements Element (CIE) of the Comprehensive Plan and requires a minimum of a five (5) year schedule of capital improvements.

Policy 1.2.3 of the Capital Improvements Element of the Marion County Comprehensive Plan adopted May 8, 2014, requires the Comprehensive Plan Capital Improvements Schedule of Capital Improvements (CIE Schedule) to be updated annually to remove completed projects and add new projects.

Growth Services staff has reviewed and prepared amended policies within the Capital Improvements Element to remove outdated language for compliance with current Florida Statutes. In addition, the CIE Schedule has been updated to address the annual review requirement.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to adopt the revised Capital Improvements Element, including the Comprehensive Plan Capital Improvements Element Schedule of Capital Improvements for Fiscal Year 2020-2021 through FY 2024-2025, to the Department of Economic Opportunity and other reviewing agencies.

MARION COUNTY GROWTH SERVICES

Date: 4/30/2021

P&Z: 1/25/2021 BCC Transmittal: 2/16/2021
BCC Adoption: 5/18/2021

Amendment No: 20-L10

Type of Application
Comp Plan Amendment - text

Request:
Update the Capital Improvement Element (CIE) for compliance with Florida Statutes

Staff Recommendation:
Approval

P&Z Recommendation:
Approval (on consent)

Project Planner:
Joanna L. Coutu, AICP, Deputy Director

Florida Statute 163.3177(3)(b) – *The capital improvements element must be reviewed by the local government on an annual basis. Modifications to update the 5-year capital improvement schedule may be accomplished by ordinance and may not be deemed to be amendments to the local comprehensive plan.*

RECOMMENDATIONS & HEARINGS HELD FOR THIS AMENDMENT

Action	Result
Staff Recommendation	APPROVAL
P&Z Recommendation	APPROVAL
BCC Transmittal	TRANSMIT
BCC Adoption	PEND

Marion County Comprehensive Plan – Future Land Use Element

Policy 1.2.3 - *The CIE Schedule shall be updated annually to remove completed projects and add new projects. Projects may also be reprioritized to reflect changed conditions. The CIE Schedule may be amended two times during any calendar year, and as allowed for emergencies, developments of regional impact and certain small scale development activities.*

Policy 1.2.4: *A Comprehensive Plan amendment is required to add a new project to the CIE Schedule, to delete an existing project, or to defer or delay construction of a project already included in the Schedule. Corrections, updates and modifications concerning costs, revenue sources, facility dedications and construction dates may be made by ordinance and are not deemed to be an amendment to the Comprehensive Plan.*

Background/Analysis:

Florida Statute 163.3177(3) requires that the Marion County Comprehensive Plan contains a Capital Improvements Element (CIE) "…*designed to consider the need for and the location of public facilities in order to encourage the efficient use of such facilities*…". The statute further describes the schedule of capital improvements that should be included in this element, and mandates an annual update in F.S. 163.3177(3)(b).

The statutory requirements in the County's Comprehensive Plan have changed significantly over the past few years, and now allow this annual amendment to be adopted via ordinance rather than proceeding through the comprehensive plan amendment process. In addition, other items such as the requirement for financial feasibility for projects, as well as some of the more detailed standards for inclusion in the CIE, have also been removed.

	While no longer mandated to be processed as an amendment per statute, the Comprehensive Plan contains Policies 1.2.3 and 1.2.4 which require this additional review process. As such, these policies, as well as other outdated text language such as requiring financial feasibility, committed revenue, and specific debt financing for all projects, are proposed for removal. The CIE was last updated in 2018, and the statutory ordinance review process appears to have been utilized despite the Comprehensive Plan policies requiring the longer comprehensive plan amendment process. This application, if adopted, would permit future annual updates to utilize this shortened review process via ordinance as allowable per Florida Statutes. Finally, the CIE schedule has been updated to reflect the figures from the most recently adopted Capital Improvements Program (CIP) by the BOCC, as well as those of the most recently adopted School District Budget. The Department of Economic Opportunity (DEO) recommended that Policy 1.2.3 be retained and mirror statutory language rather than be removed. Staff does not agree, as the many policies proposed for removal at this time are due to the policies mirroring former statutory language (which have since been amended). If there is a desire for this policy to remain, staff would recommend that it simply note that this element will comply with Florida Statutes (rather than copying specific language that is likely to change over time).

Ron DeSantis
GOVERNOR

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

Dane Eagle
EXECUTIVE DIRECTOR

March 15, 2021

The Honorable Jeff Gold
Chairman, Marion County
Board of County Commissioners
601 Southeast 25th Avenue
Ocala, Florida 34471

Dear Chairman Gold:

The Department of Economic Opportunity ("Department") has reviewed Marion County proposed comprehensive plan amendment (Amendment No. 21-01ESR), received on February 22, 2021, pursuant to the expedited state review process in Section 163.3184(2)(3), Florida Statutes (F.S.). We have identified no comment related to adverse impacts to important state resources and facilities within the Department's authorized scope of review.

We are, however, providing a technical assistance comment consistent with Section 163.3168(3), F.S. The technical assistance comment will not form the basis of a challenge. It is offered either as a suggestion which can strengthen the County's comprehensive plan in order to foster a vibrant, healthy community or is technical in nature and designed to ensure consistency with the Community Planning Act in Chapter 163, Part II, F.S. The technical assistance comment is:

The proposed amendment deletes Policy 1.2.3 which requires the County to update the CIE Schedule annually and adopt revisions by ordinance. The Department recommends that the County retain the policy and revise the language to mirror the language in Section 163.3177(3)(b), Florida Statutes.

The County should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the County is reminded that:

- Section 163.3184(3)(b), F.S., authorizes other reviewing agencies to provide comments directly to the County. **If the County receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption.**

- **The second public hearing,** which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of agency comments or the amendment shall be **deemed withdrawn** unless extended by agreement with

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

notice to the Department and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.

- **The adopted amendment must be rendered to the Department.** Under Section 163.3184(3)(c)2. and 4., F.S., the **amendment effective date** is 31 days after the Department notifies the County that the amendment package is complete or, if challenged, until it is found to be in compliance by the Department or the Administration Commission.

If you have any questions concerning this review, please contact Beau Scott, Planning Analyst, by telephone at (850) 717-8515 or by email at beau.scott@deo.myflorida.com.

Sincerely,

James D. Stansbury, Chief
Bureau of Community Planning and Growth

JDS/ bs

Enclosure(s): Procedures for Adoption

cc: : Joanna Coutu, Deputy Director, Marion County Growth Services
Hugh W. Harling, Jr., PE, Executive Director, East Central Florida Regional Planning Council

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-2879 **Agenda Date:** 5/18/2021 **Agenda No.:** 15.2.1.

SUBJECT:
PUBLIC HEARING to Consider Adoption of a Resolution to Close and Abandon Those Certain Unnamed Road(s) (or Portion of) Located in West End Ocala, Plat Book A, Page 57

INITIATOR:
Tracy Straub, P.E. County Engineer

DEPARTMENT:
Office of the County Engineer

DESCRIPTION/BACKGROUND:
This is a request to consider approval of a Resolution by Petitioners R.L.R. Investments, LLC to close and abandon those certain unconstructed and unnamed road(s) (or portions of) located in West End Ocala, Plat Book A, Page 57. The above referenced roads to be closed and abandoned are contained within the boundaries of parcel 21630-005-00 and parcel 21630-002-01. The Development Review Committee considered this request on March 8, 2021 and it was the committee's recommendation that the petition be granted since no person or entity is dependent upon the platted road(s) for access or for any other purpose.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Motion to adopt the Resolution closing and abandoning those certain unnamed road(s) (or portions of) located in West End Ocala, Plat Book A, Page 57, and authorize the Chair and Clerk to execute the same.

LEGAL REQUEST MEMORANDUM (LRM)

To: ☐ Matthew Minter, County Attorney ☐ Dana E. Olesky, Chief Asst County Attorney ☑ Elizabeth Alt, Sr Asst County Attorney ☐ Russell Ward, Asst County Attorney ☐ William Harris, Asst County Attorney

From: (Name) Hubbuck (Last) Shawn (First) (Dept) Office of the County Engineer - 4121

(Title) Right of Way Manager (Phone) (352) 671-8699

Signature _____ Date Friday, March 19, 2021

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 for approval of a Resolution to close and abandon of those certain road(s) (or portions of) located in West End Ocala, Plat Book A Page 57, subject to Board approval of the Resolution Declaring a Public Hearing date of May 18, 2021 submitted in conjunction with this LRM. This request was considered and approved by the Development Review Committee on March 8, 2021.

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

(Name) Luciano (Last) Ashley (First) (Title) Staff Assistant III (Phone) (352) 671-8669

COMPLETION IS REQUESTED BY: *(specific date)* Friday, February 26, 2021

Please allow for a MINIMUM of five (5) working days from receipt of LRM:

Agenda Item? ☑ Yes ☐ No

Agenda Deadline Date: Tuesday, April 6, 2021 Agenda Date: Tuesday, April 20, 2021

LRM No. 2021-209 DO NOT COMPLETE - Office of the County Attorney use ONLY

Outcome: Approved as to form.

Date Received:

Marion County Attorney
MAR 22 2021
RECEIVED

Attorney Signature: _____ Date 3/23/2021

Staff Signature: _____ (Completed) Returned: ☑ Department ☐ Admin ☐ Procurement

3/23/2021

RESOLUTION NO. 21 - R _____

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

WHEREAS, RLR Investments, LLC has petitioned to vacate, abandon, discontinue and close that certain road described on **Exhibit A** hereto (the "Road") and to renounce and disclaim any rights and obligations of the County and the Public in any land in connection therewith pursuant to the provisions of Chapter 336, Florida Statutes, (the "Petition"); and

WHEREAS, a Notice of Public Hearing was published in a newspaper of general circulation, as required by Chapter 336, Florida Statutes, all persons through such notice were invited to appear and comment; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MARION COUNTY, FLORIDA, THAT:

SECTION 1. RECITALS. The above recitals are hereby incorporated as a basis for the passage of this Resolution.

SECTION 2. FINDINGS. The Board of County Commissioners of Marion County, Florida, after due consideration, makes the following findings:

A. Pursuant to Chapter 336, Florida Statutes, the Board is authorized and empowered to act on the Petition and to vacate, abandon, discontinue and close the Road described on **Exhibit A** and to renounce and disclaim any rights and obligations of Marion County and the public in and to any land in connection therewith;

B. The Road described on **Exhibit A** does not constitute a portion of Federal or State highway system;

C. The Road described on **Exhibit A** is not being used by the general public as a road;

D. It is not the intent of the Board to vacate any easements for public utilities that may exist within the Road described on **Exhibit A**; and

E. Vacating, abandoning, discontinuing, and closing the Road described on **Exhibit A** and renouncing and disclaiming any rights and obligations of Marion County and the public in and to any land in connection therewith would benefit the general public welfare and would be in the best interest of the public;

SECTION 3. APPROVAL. The Board of County Commissioners of Marion County, Florida, does hereby:

A. Vacate, abandon, discontinue and close the Road described in **Exhibit A** hereto, in accordance with Chapter 336, Florida Statutes;

B. To the extent of the termination of any easement or the surrender of title vested, renounce and disclaim any rights and obligations of the County and the public in and to any land in connection with the Road described in **Exhibit A** hereto, in accordance with Chapter 336, Florida Statutes; and

C. Expressly reserve any easements for public utilities currently located within the legal description of the Road described in **Exhibit A** hereto, and such easements are not included in this vacation and abandonment.

SECTION 4. SEVERABILITY. The provisions of this Resolution are severable. If any word, sentence, clause, phrase or provision of this Resolution for any reason is declared by any court of competent jurisdiction to be void, unconstitutional or unenforceable, then all remaining provisions and portions of this Resolution shall remain in full force and effect.

SECTION 5. CONFLICT. All Resolutions in conflict with this Resolution are repealed to the extent necessary to give this Resolution full force and effect.

SECTION 6. EFFECTIVE DATE. That this Resolution shall take effect immediately upon passage.

DULY ADOPTED by the Board of County Commissioners of Marion County, Florida, on the 18th day of May, 2021.

ATTEST:

MARION COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

_____

GREGORY C. HARRELL
CLERK OF THE COURT

BY: _____
JEFF GOLD, CHAIRMAN

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____

ELIZABETH ALT
SENIOR ASSISTANT COUNTY ATTORNEY

Exhibit 'A'

THAT PORTION OF WEST END OCALA, AS PER PLAT THEREOF RECORDED IN PLAT BOOK "A", PAGE 57 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

ALL OF THAT ROAD LYING NORTH OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9 &10 AND
ALL OF THE ROAD LYING BETWEEN LOTS 2 & 3, 4 & 5, 6 & 7, 8 & 9 AND
THAT PORTION OF THE ROAD LYING BETWEEN LOTS 24 & 41
AND
THAT PORTION OF THE ROADS LYING BETWEEN LOTS 24 & 25, 26 & 27, 28 & 29, 30 & 31, LYING WITHIN THE BOUNDARIES OF PARCEL ID NUMBER 21630-005-00 & 21630-002-01.

Voice of South Marion

P.O. Box 700, Belleview, Florida 34421 (352) 245-3161

Published Weekly

Belleview, Marion County, Florida

STATE OF FLORIDA
COUNTY OF MARION

Before the undersigned authority personally appeared Sandy Waldron, who on oath says that she is Publisher of the Voice of South Marion, a weekly newspaper published at Belleview, in Marion County, Florida; that the attached copy of advertisement, being a:

Notice of Public Hearing

in the matter of

R.L. R. Investments, LLC

was published in said newspaper in the issues of:

April 29, 2021

Affiant further says the said Voice of South Marion is a newspaper published at Belleview, in said Marion County, Florida, and that the said newspaper has heretofore been continuously published in said Marion County, Florida, each Thursday and has been entered as second class mail matter at the post office in Ocala, in said Marion County, Florida for a period of 1 year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me by means of ☒ physical presents or ☐ online notarization this 29 day of April 2021

Sandy Waldron

By Sandy Waldron

who is personally known to me

(Signature of Notary Public)

Diane Drake

(Printed Name of Notary Public)

(Notary Public)

Diane Drake
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG126245
Expires 8/14/2021

NOTICE OF PUBLIC HEARING
TO CLOSE AND ABANDON
ROAD(S)

Notice is hereby given that on May 18, 2021, at 2:00 PM, or as soon thereafter as practical, a public hearing will be held by the Board of County Commissioners, Marion County, Florida to consider the petition by R.L.R. Investments LLC, to close and abandon certain road(s) described as follows, to wit:

THAT PORTION OF WEST END OCALA, AS PER PLAT THEREOF RECORDED IN PLAT BOOK "A", PAGE 57 OF THE PUBLIC RECORDS OF MARION COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

ALL OF THAT ROAD LYING NORTH OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9 &10 AND ALL OF THE ROAD LYING BETWEEN LOTS 2 & 3, 4 & 5, 6 & 7, 8 & 9 AND THAT PORTION OF THE ROAD LYING BETWEEN LOTS 24 & 41 AND THAT PORTION OF THE ROADS LYING BETWEEN LOTS 24 & 25, 26 & 27, 28 & 29, 30 & 31, LYING WITHIN THE BOUNDARIES OF PARCEL ID NUMBER 21630-005-00 & 21630-002-01.

Said Public Hearing will be held during a regular session of the Board of County Commissioners, Marion County, Florida in the Commission Room in the Marion County Government Complex located at 601 SE 25th Avenue, Ocala, Florida, 34471. The public is invited to attend said hearing or submit their written comments prior to the hearing date. Be advised that if any person or persons wish to appeal a decision of the Board of County Commissioners, Marion County, Florida made at the above advertised meeting, a record of the proceedings will be needed by such person(s) and a verbatim recording may be needed. Please govern yourself accordingly.

This procedure shall be in accordance with the provisions of Chapter 336, Florida Statutes. A petition and resolution to close and abandon the above described road shall be considered by the Board after required publication of this notice. Persons wishing to do so should provide their written comments on this subject to the Office of the County Engineer, 412 SE 25th Avenue, Ocala, Florida, 34471, prior to the 3rd day of May 2021.

Apr. 29, 2021 32-1tc

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(s) Closing

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 shall be recorded in the deed records of the county.

All information must be typed or legibly written

1. APPLICANT INFORMATION: Date: 2/18/2021

   Applicant: RLR Investments, LLC

   Address: 600 Gilliam Road

   City: Wilmington State: OH Zip Code: 45177

   Agent / Contact: Michael J. Cooper, Esquire and Stephanie L. Emrick, Esquire

   Phone Number: 732-4500 / 416-3419 Fax Number: _____

   Cell Number: _____ E-mail: mcooper@michaeljcooper.com / emrick@scwlegal.org

2. PROPERTY INFORMATION:

   Road(s) Name / Number to be closed: unnamed streets lying within the boundaries of parcel 21630-002-01 & 21630-005-00

   Parcel Number(s): 21630-002-01 & 21630-005-00

   Subdivision Name: West End Ocala Sec/Twp/Range: 8 & 17 / 15 / 21

   Plat Bk/Pg: A / 57 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.marioncountyfl.org/interactivemap/

3. PURPOSE / REASON FOR REQUEST TO CLOSE ROAD(S) – check all that apply and describe below:

   - ☑ Has never been opened or constructed
   - ☐ Divides Applicant's property
   - ☐ Transfer Development Rights
   - ☐ Consolidate properties
   - ☐ To redevelop
   - ☑ To clear an existing encroachment
   - ☐ Other

PETITION TO CLOSE AND ABANDON ROAD(S)

Whereas, R.L.R. INVESTMENTS, L.L.C. herewith 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 and abandonment of the following described road(s) pursuant to the provisions in Chapter 336, Florida Statutes, to wit:

See Attached Exhibit 'A'

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

Whereas, Petitioner states the road(s) proposed for closing and abandonment has been found not to provide access for adjacent property owners.

Now therefore, Petitioner respectfully requests the Board of County Commissioners to adopt a resolution to close and abandon the road(s) above described, 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: March 25, 2020

BY: _____
(Signature)

Michael J. Cooper, Esquire
(Print Name)

_____
(Signature)

_____
(Print Name)

320 NW Third Avenue, Ocala, FL 34475
(Address)

_____
(Address)

(352) 732-4500
(Phone)

Form RC-P

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THAT PORTION OF THE ROAD LYING BETWEEN LOTS 24 & 41
AND
THAT PORTION OF THE ROADS LYING BETWEEN LOTS 24 & 25, 26 & 27, 28 & 29, 30 & 31, LYING WITHIN THE BOUNDARIES OF PARCEL ID NUMBER 21630-005-00 & 21630-002-01.

PETITION TO CLOSE AND ABANDON ROADS

Whereas, R.L.R. Investments, L.L.C., herewith 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 and abandonment of the following described road(s) pursuant to the provisions in Chapter 336, Florida Statutes, to wit:

See Attached Exhibit "A"

Whereas, Petitioner hereby states and represents the above described road(s) proposed for closing and abandonment does not constitute a portal of Federal or State Highway Systems nor was the land contained in the above description acquired for the State and Federal Highway system; and

Whereas, Petitioner states the roads proposed for closing and abandonment has been found to provide access for adjacent property owners.

Now therefore, Petitioner respectfully requests the Board of County Commissioners to adopt a resolution to close and abandon the roads above described, 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: 12-4-2020

BY: _____
(Signature)
Donald R. Bellica
Vice President and General Counsel

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

600 Gillam Rd
(Address)

Wilmington, OH 45177
(City, State, Zip)

239 275 2320
(Phone)

Form RC-P

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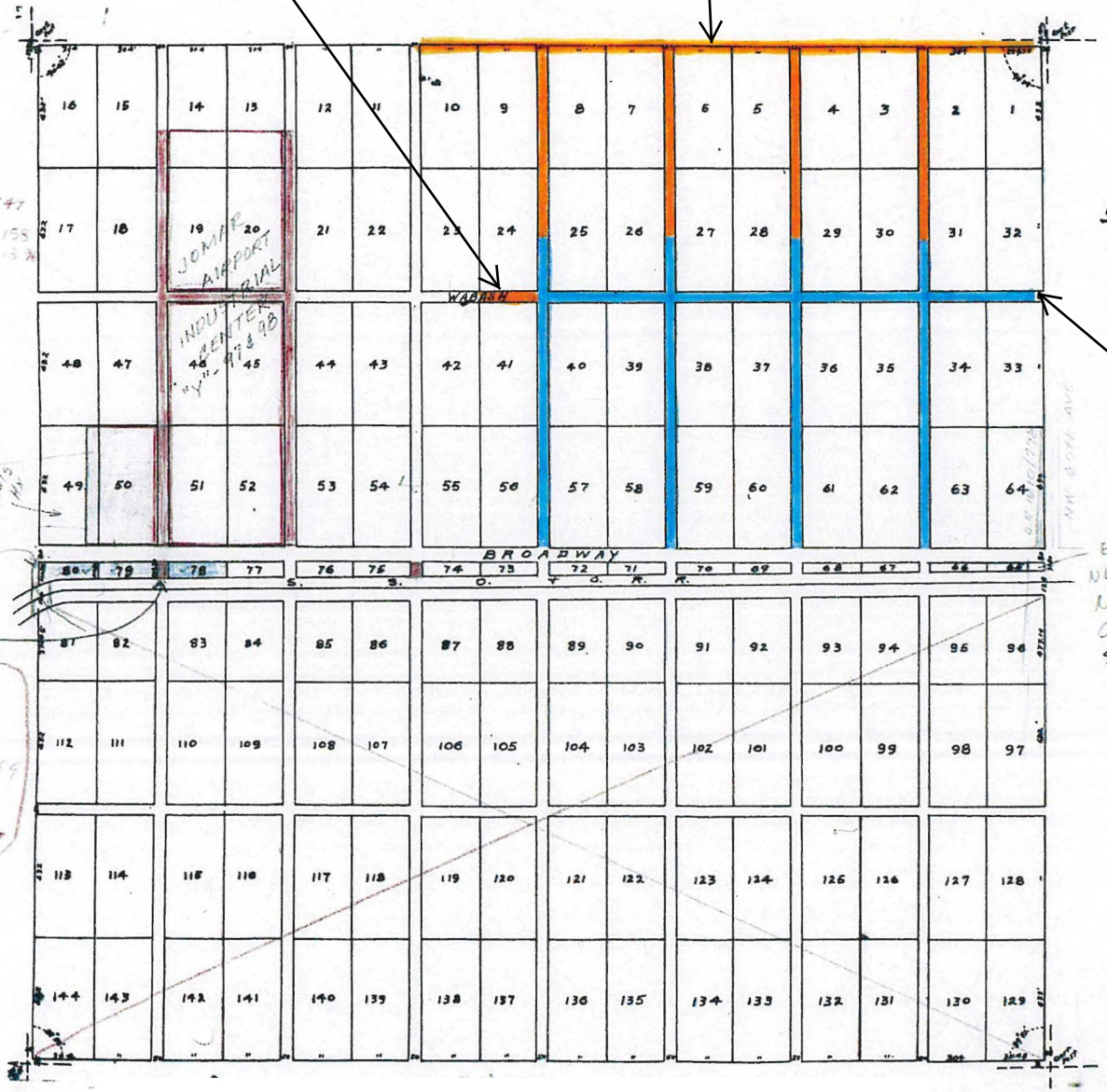
THAT PORTION OF THE ROADS LYING BETWEEN LOTS 24 & 25, 26 & 27, 28 & 29, 30 & 31, LYING WITHIN THE BOUNDARIES OF PARCEL ID NUMBER 21630-005-00 & 21630-002-01.

ROADS PROPOSED TO BE ABROGATED AND PRESENTED TO THE MCBCC ON MAY 18, 2021

ROADS PREVIOUSLY ABROGATED OR BK 6588/PG 809-812 RESO 17-R-151



57

A - 57

Plat of
Sec. 17. T. 15. S. R. 21 E.
WEST END, OCALA
Fire Acc. lots.

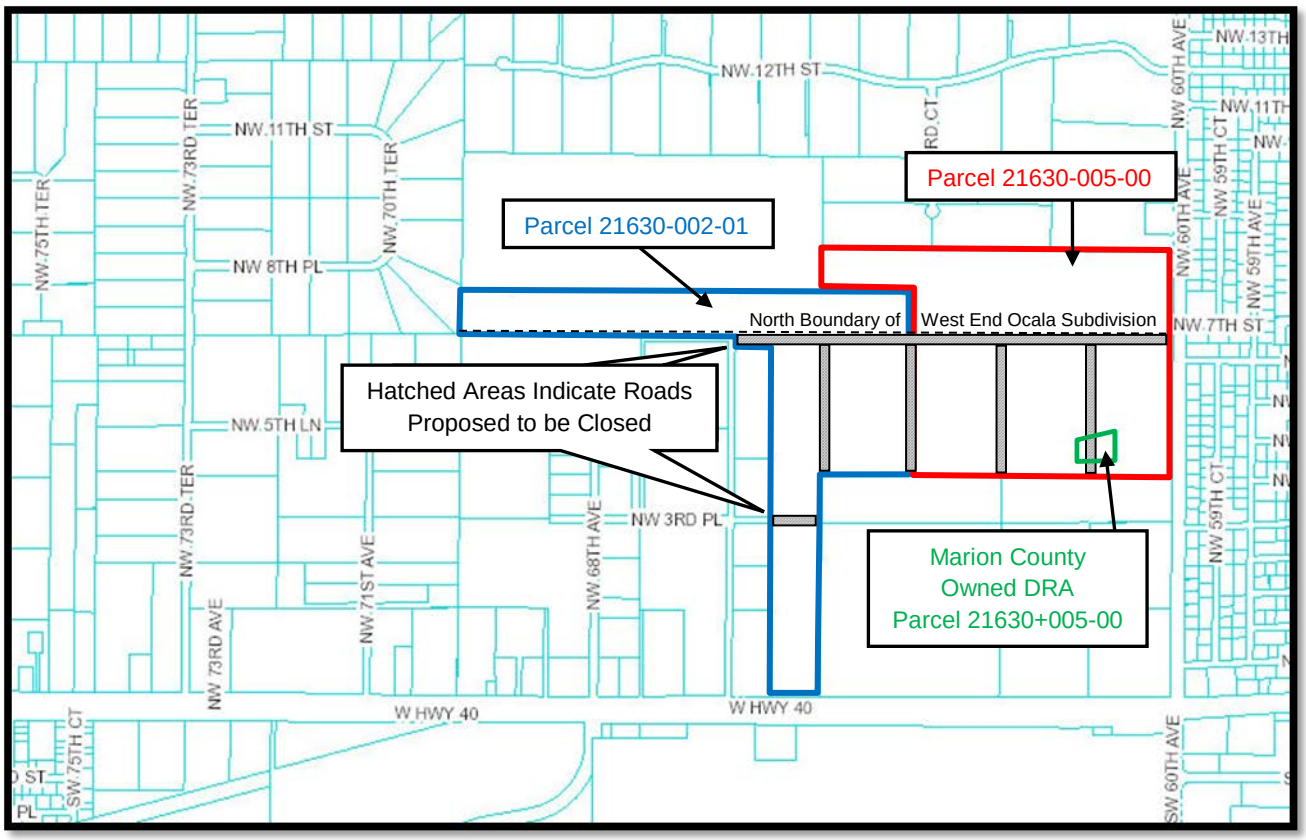
S. H. Richmond, Surveyor & Draughtsman
1889

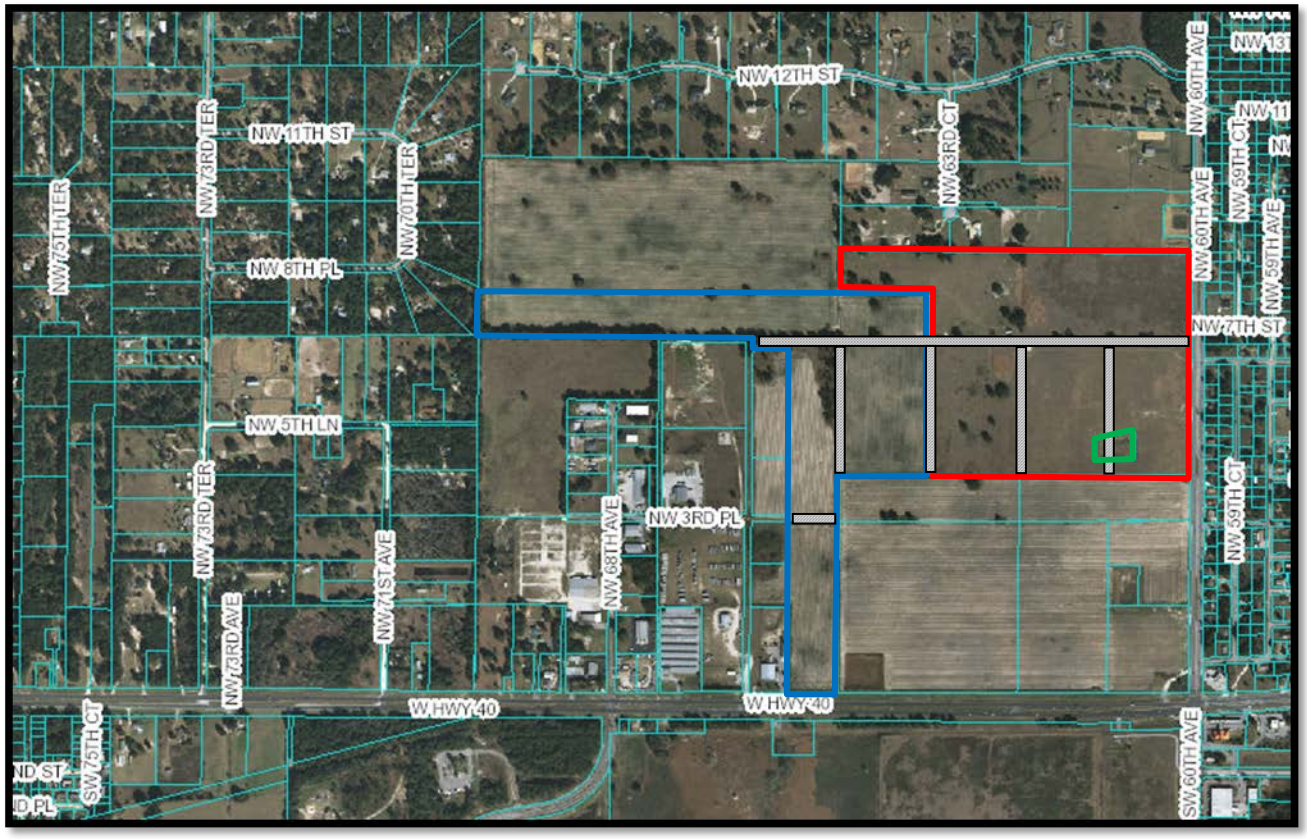
Filed and Recorded this
30th day of Nov. A.D. 1889
D. A. Miller, Clerk.

A 57

Location Map

West End Ocala
Plat Book A, Page 27
All roads abutting or contiguous to:
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 24, 25, 26, 27, 28, 29, 30, 31 & 41
Lying within the boundaries of
Parcel 21630-005-00 & 21630-002-01





Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3047 **Agenda Date:** 5/18/2021 **Agenda No.:** 15.3.1.

SUBJECT:
210502Z - Maro Investment Ocala, LLC., Rock Cloutier, Modification and Renewal of a PUD, 221.75 Acres (Requesting to Continue Until the June 15, 2021 BCC/P&Z Public Hearing)

INITIATOR:
Mary Elizabeth Burgess, Director

DEPARTMENT:
Growth Services

DESCRIPTION/BACKGROUND:
210502Z - Maro Investment Ocala, LLC, c/o Rock Cloutier, 132 Olivera Way, Palm Beach Garden, FL 34418, request a Modification and Renewal of Zoning Change Number 140807Z, Articles 2 and 4, of the Marion County Land Development Code, from PUD (Planned Unit Development) to PUD (Planned Unit Development), for the intended use of a proposed single family residential subdivision with 980 units, and neighborhood commercial, on approximately 221.75 Acres, on Parcel Account Numbers 41201-000-00, 41338-001-00, 44639-001-00 and 44645-002-00.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Staff recommended Denial with Alternative Approval Conditions; P&Z Commission recommended Approval with Alternative Approval Conditions (Vote 3 to 2)

Tillman & Associates
ENGINEERING, LLC.

May 5, 2021

Mary Burgess, Growth Services Director
2710 E Silver Springs Blvd.
Ocala, FL 34471

RE: Request for continuance on case 210502Z- PUD on 221.75 acres

Dear Mary Burgess:
Our client is requesting to continue their application, # 210502Z, from May 18, 2021 to the June 15, 2021 public hearing for consideration of approval. Our office is exploring modifications to be considered in order to address concerns from your staff as well the adjacent property owners. We thank you in advance for your understanding and cooperation in this matter, and apologize for any inconvenience this may cause.

Should you have any further questions please contact the office.

Sincerely,

Jonathan David Tillman

CC: Masterfile w/enclosures

Marion County Board of County Commissioners

Date: 5/4/2021

P&Z: 4/26/2021 BCC: 5/18/2021

Application No:
210502Z

Type of Application:
Rezoning

Request:
From: PUD, Planned Unit Development (Commercial, Residential)
To: PUD, Planned Unit Development (788-980 dwelling units and 24.03 ac Commercial)

Future Land Use Designation:
Commercial (2.0 FAR 0-8 du/ac) and Medium Density Residential (1-4 du/ac)

Parcel #/Acreage:
41201-000-00, 41338-001-00, 44639-001-00, 44645-002-00/±221.75

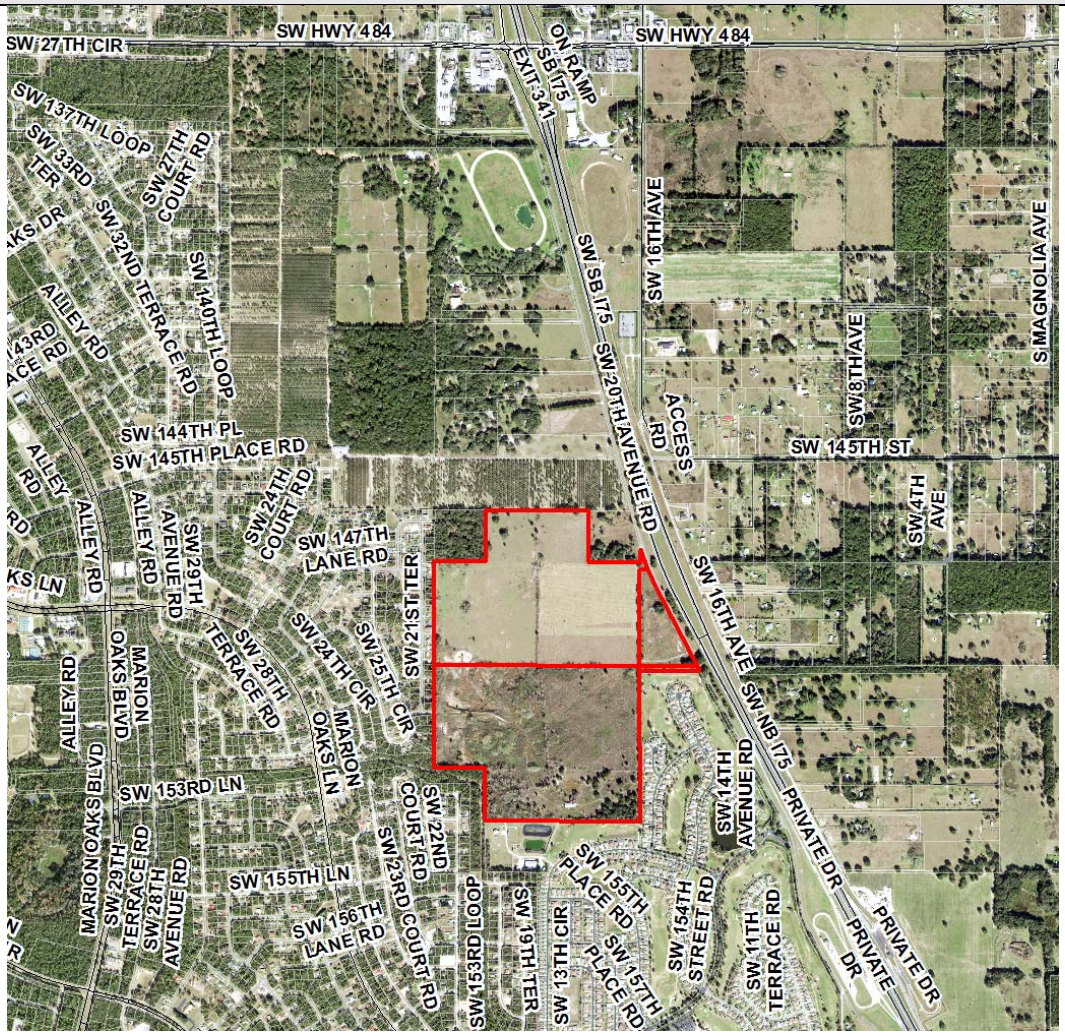
Existing Use:
Vacant

Owner/Applicant(s):
Maro Investment Ocala, LLC and Rock Cloutier/ Tillman and Associates Engineering, LLC

Staff Recommendation
Denial with Alternate Approval Conditions

P&Z Recommendation:
Approval with Alternative Approval Conditions (VOTE 3 to 2)

Project Planner
Ken Weyrauch, Senior Planner



Item Summary

Staff is recommending **DENIAL WITH ALTERNATE APPROVAL CONDITIONS** for a rezoning from PUD (Planned Unit Development) to PUD (Planned Unit Development) on ±221.75 acres, in accordance with Marion County Land Development Code, Article 2, Division 7, *Zoning Change*. This request is proposing 788-980 residential units and 24.03 acres of commercial use. Staff is recommending Denial with Alternate Approval Conditions because the proposed PUD does not meet the standards of the Marion County Land Development Code and there are major concerns with long-term traffic management within the area that has to be addressed.

Public Notice

Notice of the public hearing was mailed to 137 property owners within 300 feet of the subject property. A letter was received from 1 of the 137 property

Code Enforcement Action: None. **Previous Rezoning Applications:** *140807Z (A-1, R-1, and M-1 to PUD)* **Previous Comp. Plan Amendments:** **AR 26351**	owners within 300 feet (1%). 6 letters of opposition were received from property owners outside of the 300 feet. **Location** The property is on SW 20th Avenue Rd, south of HWY 484. **Request** The applicant is requesting to rezone the subject property from PUD to PUD to allow for 788-980 residential units and 24.03 acres of commercial development on 221.75, consistent with the site's Commercial and Medium Density Residential future land use designation. The subject property is adjacent to the Marion Oaks Development of Regional Impact.

Analysis

The proposed PUD is requesting 788-980 residential units, single-family and multifamily units, and 24.03 acres of commercial. The project has submitted three (3) different concept plans and requested a range of residential units because the project would like some flexibility to develop while adjusting to the market. Southwest 20th Avenue Rd is a small two-lane road with limited development opportunities. If the market does not demand commercial along the frontage of the proposed PUD then the developer would like the option to develop residential units within the commercial area. If the commercial area does develop as commercial, the PUD proposes B-2, Community Business standards, and uses.

The PUD proposes 692 single-family homes and 149-288 multifamily homes, per the conceptual plans. There is a proposed clubhouse and recreational area within the development but the activities are not defined. In 2014, the subject property was approved for a PUD that consisted of 748 residential units (3.78 du/ac) and 24.03 acres of commercial use. The previous PUD allowed for golf carts internally. That PUD has since expired as it was idle for at least five years. Since the approval of the 2014 PUD, the local area has seen several approvals and developments started. Two miles to the west there is a 1,200-acre commerce center that will have a mixture of distribution, industrial, commercial and multifamily. To the north, directly across HWY 484 at the SW 20th Avenue Rd intersection is another commerce center that has been approved and a few smaller commercial stores have been developed.

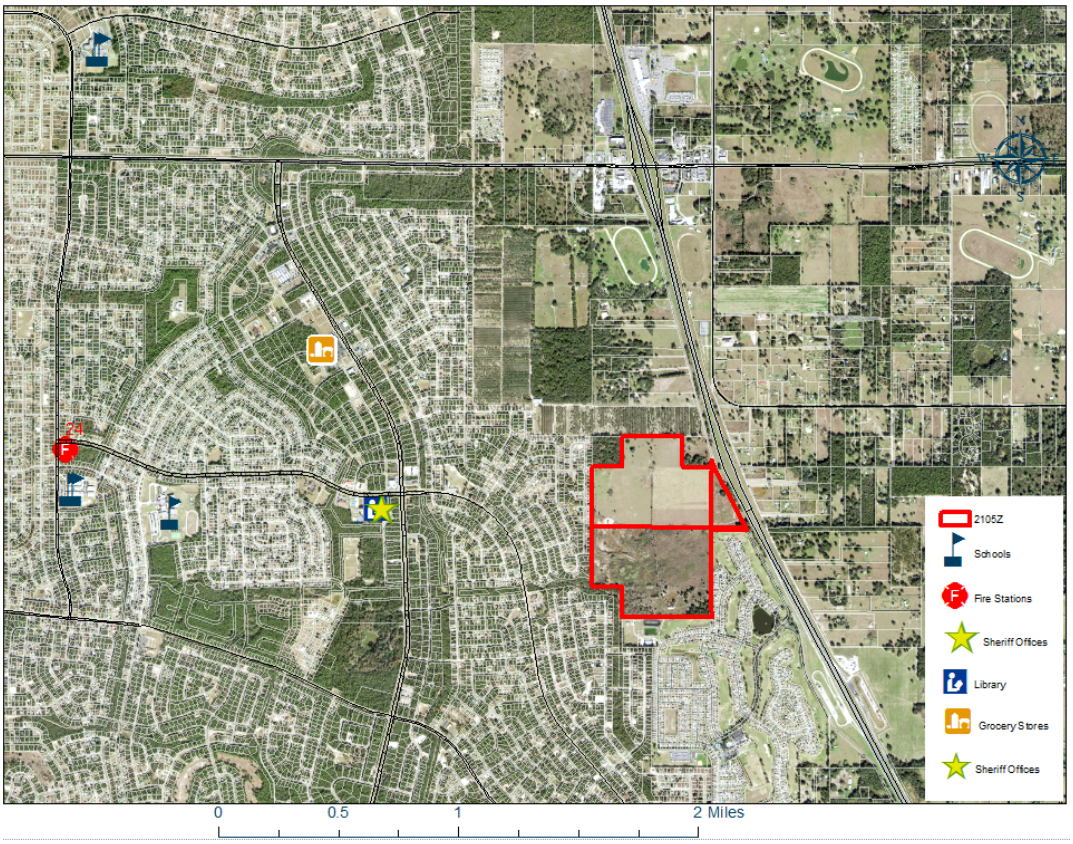
Internal Circulation

The project proposes sidewalks along the ROW and on at least one side of the roads for internal circulation. The PUD also proposes the use of golf carts along the roadways internally between the residential and commercial areas of the development. Traffic Staff in the Office of the County Engineer would like to see consideration given to allowing golf cart access between the proposed commercial parcels and the existing SummerGlen Development. This would minimize potential golf cart use on SW 20th Avenue from SummerGlen residents.

Buffers

The project proposes buffers that are consistent with the Marion County Land Development Code. The one difference is in the C-Type Buffer, as the development would like the option to use layered landscape screening or opaque fencing to replace shrubs.

Vicinity
The subject property is adjacent to two existing subdivisions - the Marion Oaks DRI and SummerGlen. Marion Oaks is platted for over 28,000 residential units and SummerGlen is approved for 985 residential units. Marion Oaks has two elementary schools, a middle school, a library, a community center, a large grocery store, and several smaller corner stores or general stores. Marion Oaks also has a fire station and an MCSO substation. There are several restaurants within the vicinity as well in Marion Oaks, SummerGlen, and at the I-75 Interchange.



Vicinity map

<u>Staff concerns with the proposed Planned Unit Development.</u>

- A traffic study is required for the project
- Multiple Concept Plans
- Open space requirement not met
- Parallel access is not provided

Traffic study
A new traffic study is required and should be provided before the final Master Plan approval.

According to the ITE Manual, the proposed PUD will generate between 4,814-5,987 daily traffic trips (AADT) at full buildout of just the residential portion. The commercial area will generate more if developed. Southwest 20th Avenue Rd will eventually need to be expanded and, ideally, master-planned for access and traffic management. On HWY 484, the only east/west connector within the region, there is also a constraint. Highway 484 will need to be widened at the I-75

Interchange. Below is a table showing the average daily traffic count for HWY 484 between SW 20th Avenue Rd and Interstate 75.

Year	AADT
2015	29,600
2016	28,100
2017	29,200
2018	30,100
2019	32,500

Traffic Counts, according to Ocala Marion Transportation Planning Organization

Multiple Concept Plans

The Planning staff does have concerns with the multiple conceptual plans. The residential component is the same in all three plans but the 24.03 acres of the commercial is requested to be flexible. The different uses proposed have very different impacts on traffic generation and utility usage. The conceptual plans do not provide development standards for the potential residential along SW 20th Avenue Rd but does propose standards for commercial development in this location. The land use is Commercial and the main intention is for commercial along SW 20th Avenue Rd. The developer should have to pick one conceptual plan and stay with it. Any deviation from that plan should require a modification of the PUD which is required by the LDC for PUDs in Marion County.

Open space requirement not met

The current PUD proposes 22 acres (11.3%) of open space for the residential area. The Land Development Code requires PUD's to provide at least 20% open space. The proposed plan is 17.54 (8.87%) acres short of the required open space for the residential area (39.54 acres). The commercial area is required to provide 4.8 acres of open space and the conceptual plan shows no open space provided. The calculation chart is shown below.

Open Space Calculation (*OS- Open Space)					
Open Space Calculations	Project ac	Required OS ac	Proposed OS ac	OP Shortage ac	OS Shortage %
Residential Area	197.72	39.54	22	17.54	8.87%
Commercial Area	24.03	4.81	0	4.81	20.00%
Overall Project	221.75	44.35	22	22.35	10.08%

Open space calculations using data from the application

Parallel access

Cross access to the north is required for the commercial component. The LDC requires all commercial development to provide cross access to adjacent commercial areas.

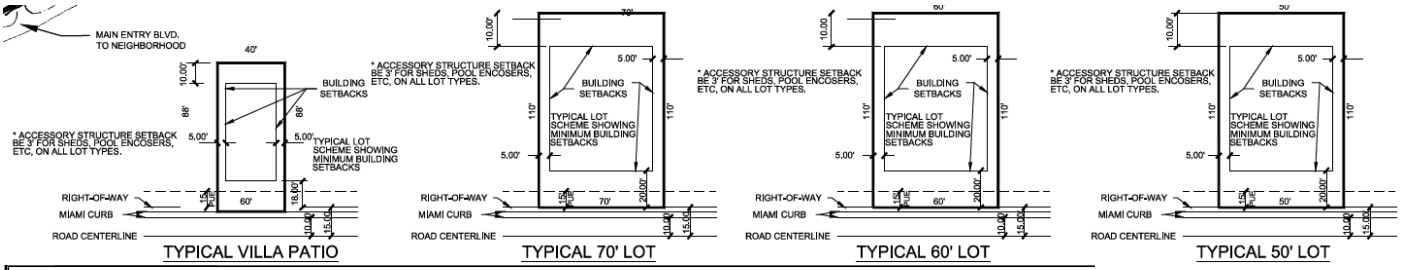
Conceptual Plan and Development Standards

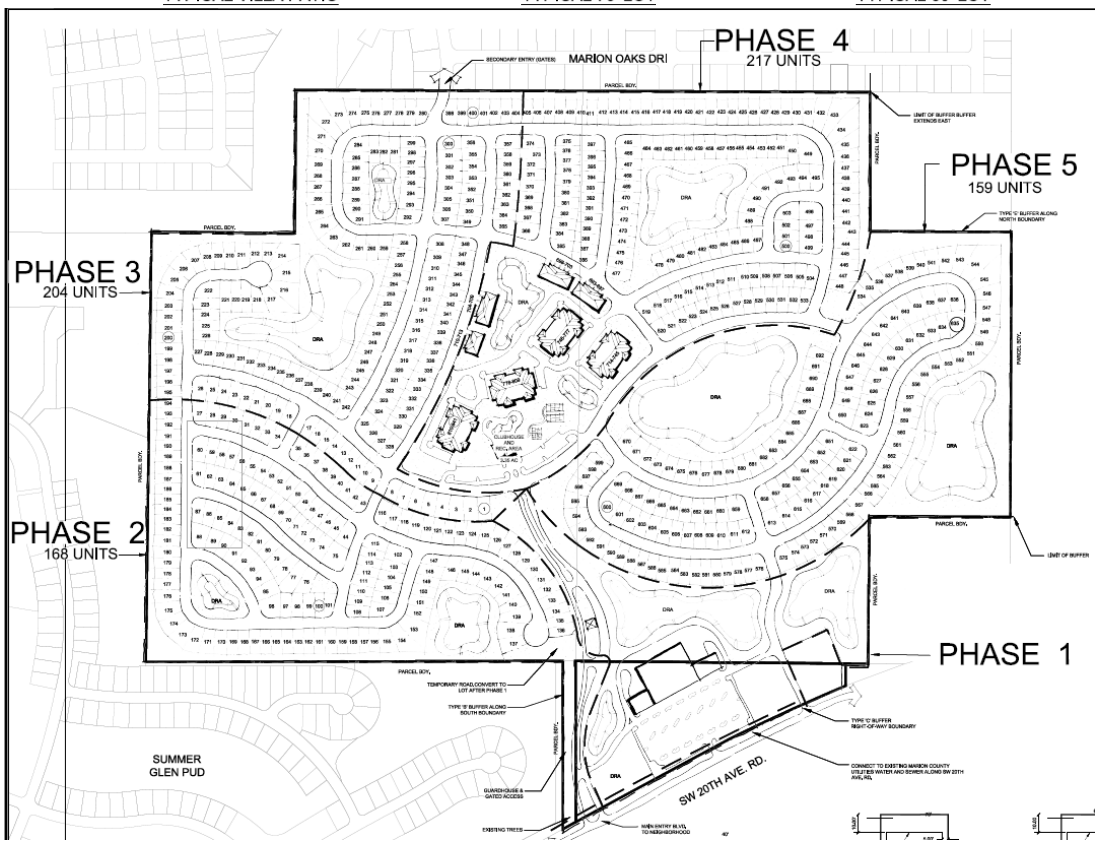
Residential Development Standards

Setbacks	
Front	18'-20'
Rear	10'
Side	5'

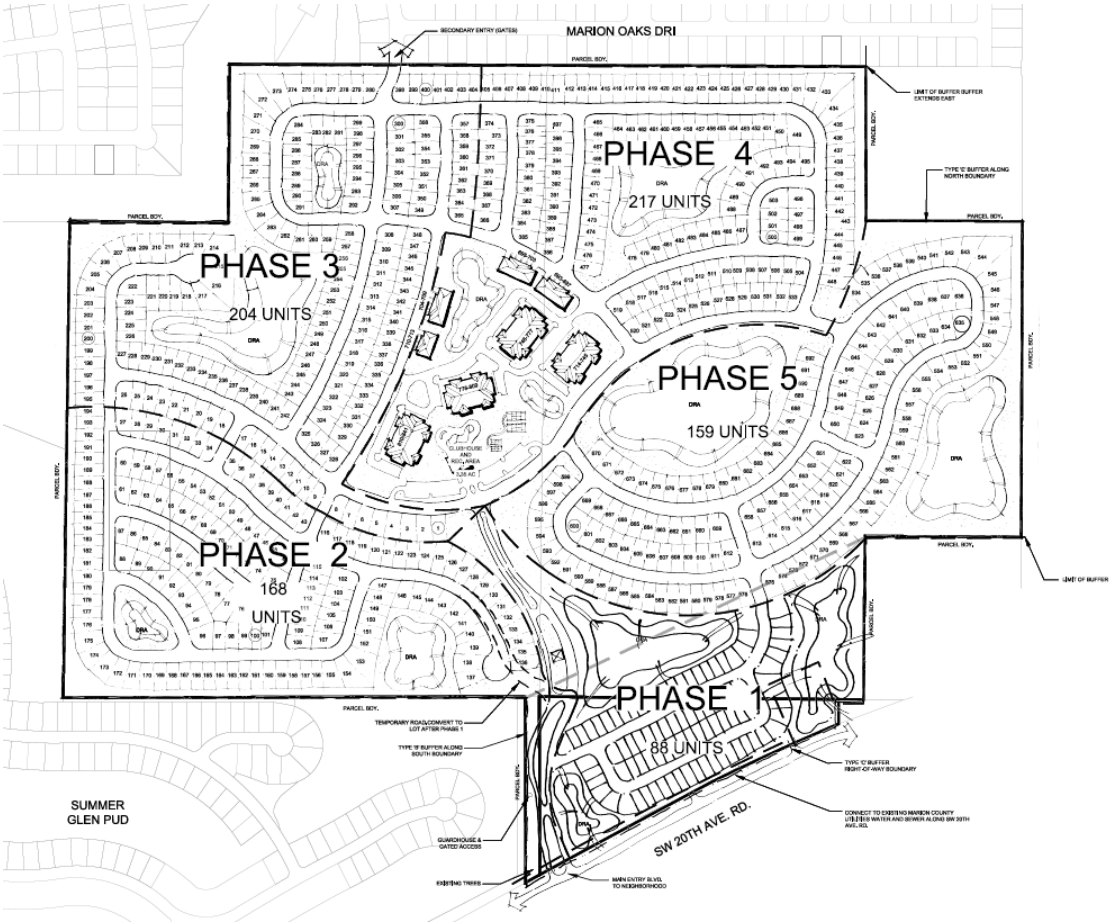
Corner	15'
Accessory	3'
Building Heights	30'

Lot Widths
50'
60'
70'

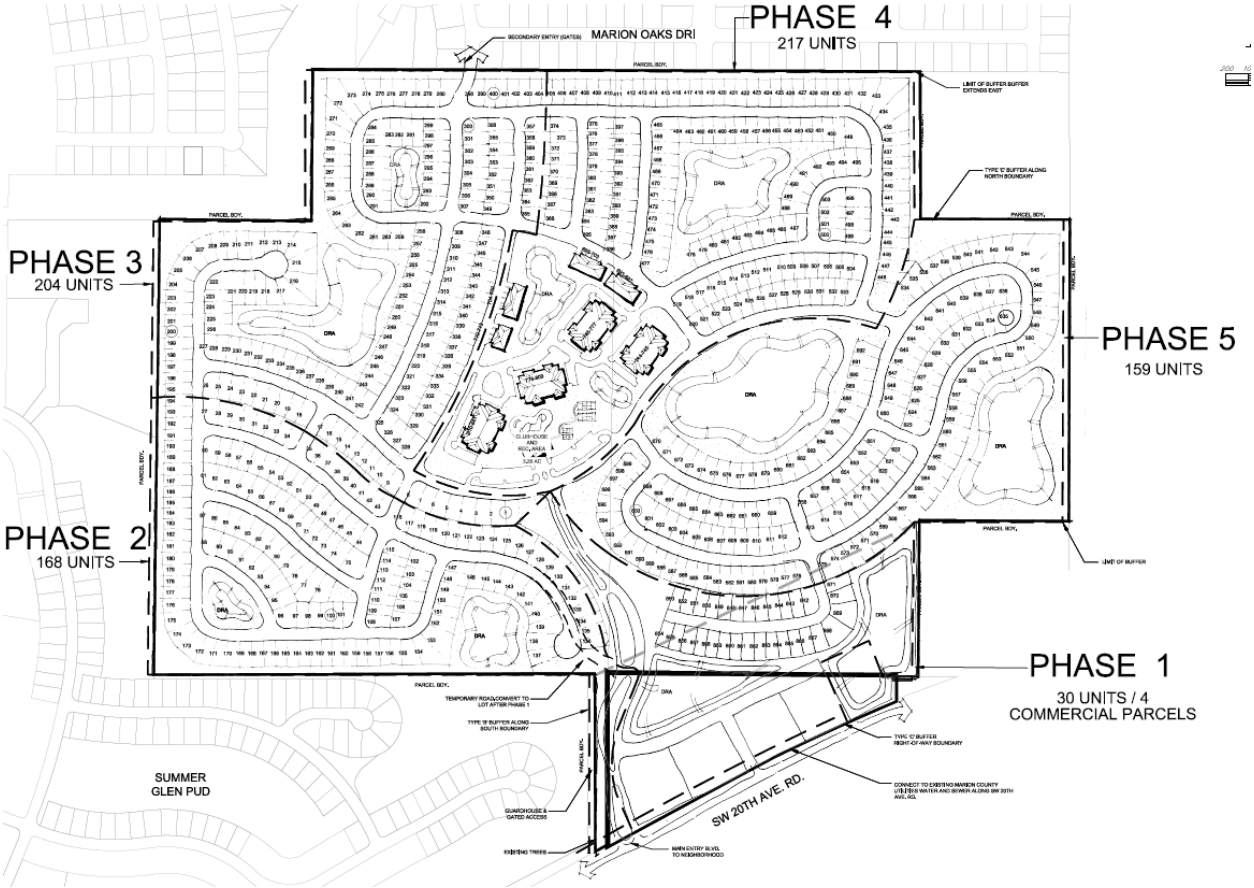




Concept Plan number 1

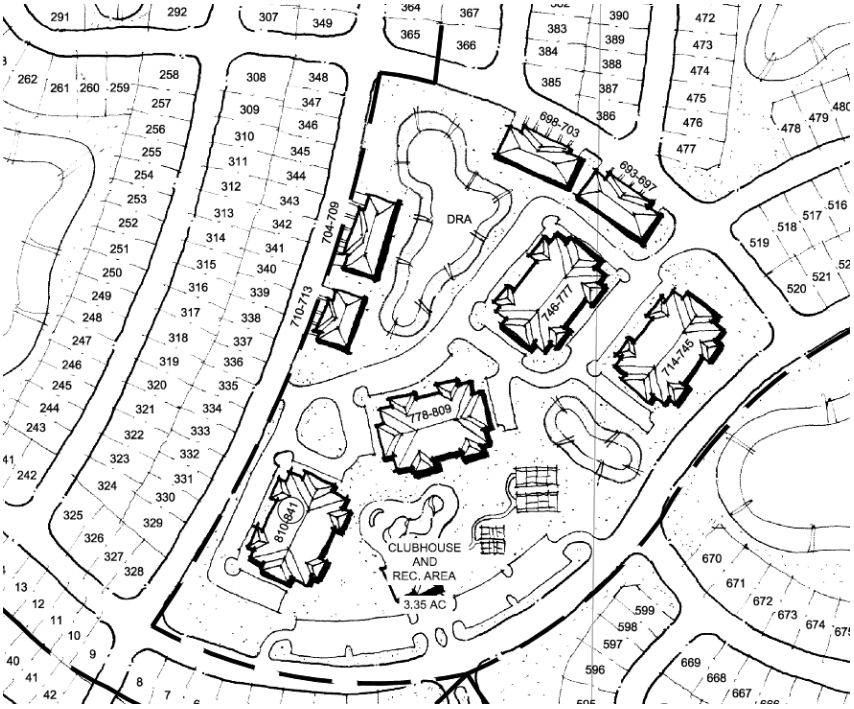


Concept plan number 2



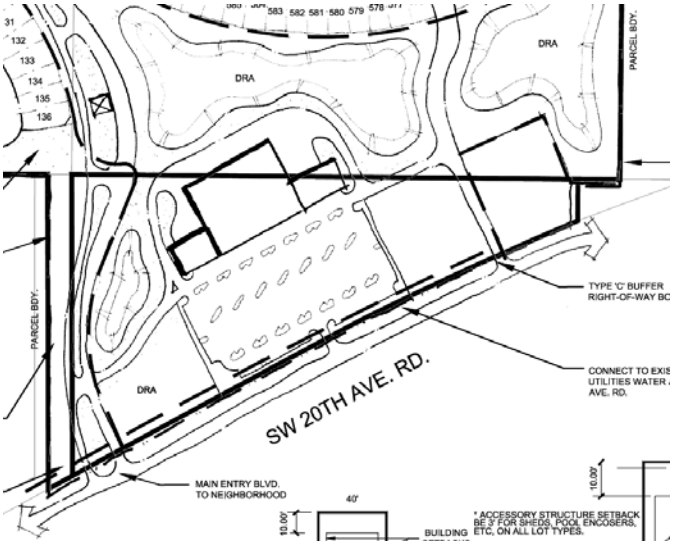
Concept plan number 3

Multifamily and Recreational Area

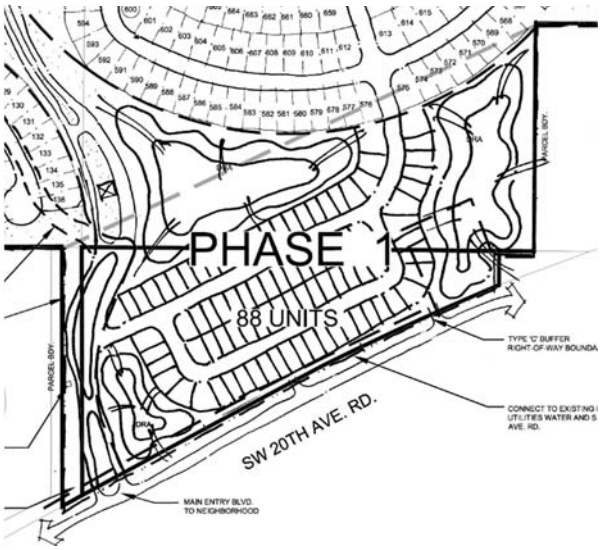


COMMERCIAL AREA OPTIONS

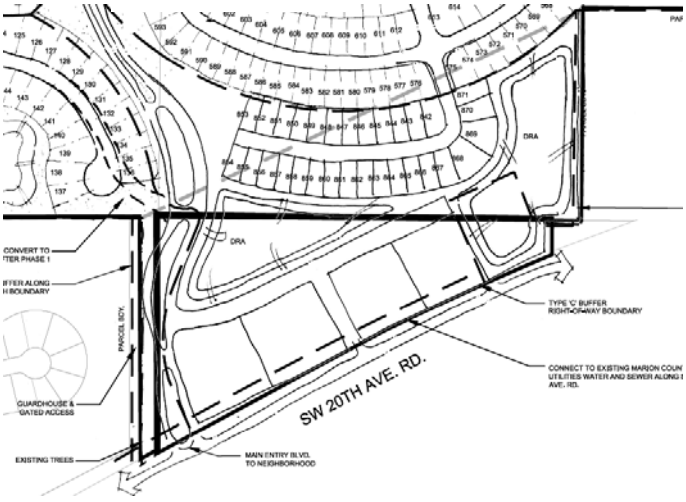
Concept Plan 1



Concept Plan 2



Concept Plan 3



In reaching its decision, the Commission must address the following:

a. **Granting the proposed zoning change will not adversely affect the public interest.** The subject properties are located approximately one (1) mile south of SW Hwy 484 on the west side of SW 20th Avenue Road. The site is surrounded by the Marion Oaks DRI on the west, the Summer Glen PUD on the south/east, and the Cortlandt Farms to the north.

   A traffic study will be required as part of the Development Review process prior to any building activity/permit approval. All proposed roads and stormwater facilities will be privately maintained.

   While the application appears to be a typical "infill, mixed-use" project with compatible residential/low-intensity commercial uses, staff has concerns with the traffic effects the proposed number of units will potentially cause considering the current designation/condition of proposed access roads, namely SW 20th Avenue

Road and SW 151st Lane, as well as the Hwy 484/SE 20th Avenue Rd intersection. The applicant has indicated a wish to defer traffic concurrency to the design/development stage. Staff's recommendation of approval is based on this understanding that a traffic study and any necessary improvements will be identified in the concurrency review/approval prior to site development. Granting the requested PUD zoning will provide consistent zoning on the subject properties that is compatible with the surrounding area and will not adversely affect the public interest.

b. **The proposed zoning change is consistent with the current Comprehensive Plan.** The FLU Map 1: Marion County 2035 Future Land Use Map of the Comprehensive Plan designates these properties as Medium Density Residential (197.72 acres) and Commercial (24.03 acres) as per the 2013 Comprehensive Plan update which took effect in June 2014. Rezoning the site to PUD for residential and neighborhood commercial uses is consistent with the Comprehensive Plan.

c. **The proposed zoning change is compatible with land uses in the surrounding area.** The subject properties are surrounded by the Marion Oaks DRI on the west (R-1 zoning), the Summer Glen Subdivision on the south/east (G-U and PUD zoning), and Cortlandt Farms as well as a couple of residential out parcels to the north (A-1 zoning). The proposed PUD, Planned Unit Development, zoning is compatible with the land uses in the surrounding area.

The following tables summarize the adjacent future land use designations, zoning districts, and existing uses:

ADJACENT PROPERTY CHARACTERISTICS			
Direction	**FLUM Designation**	**Zoning**	**Existing Use per MCPA Property Code**
N	Commerce District	B-5, Heavy Business B-2, Community Business	Flea Market
S	Employment Center/Rural Land	A-1, General Agriculture B-4, Regional Buisness	SFR/AG
E	Commercial/ Employment Center	B-5, Heavy Business B-4, Regional Business A-1, General Agriculture	HWY 441/ AG/SFR
W	Employment Center/Rural Land	A-1, General Agriculture PUD, Planned Unit Development	AG/Railroad/DRA

Access to the property is from SW 20th Avenue Road and SW 151st Lane.

SURROUNDING ROADWAY CONDITIONS						
			Existing Conditions			
Road	**Class**	**Maint.**	**Surface**	**No. Lanes**	**R/W Width**	**R/W Deficiency**
SW 20th Avenue Rd	Major Local	County	Paved	2	200'+	0
SW 151st Lane	Subdivision Local (public)	County	Paved	2	200'+	0

Infrastructure
The site is in the Marion County Utilities Service Area for both water and sewer.

Planning and Zoning Commission Recommendation:
Approval with Alternative Approval Conditions (VOTE 3 to 2)

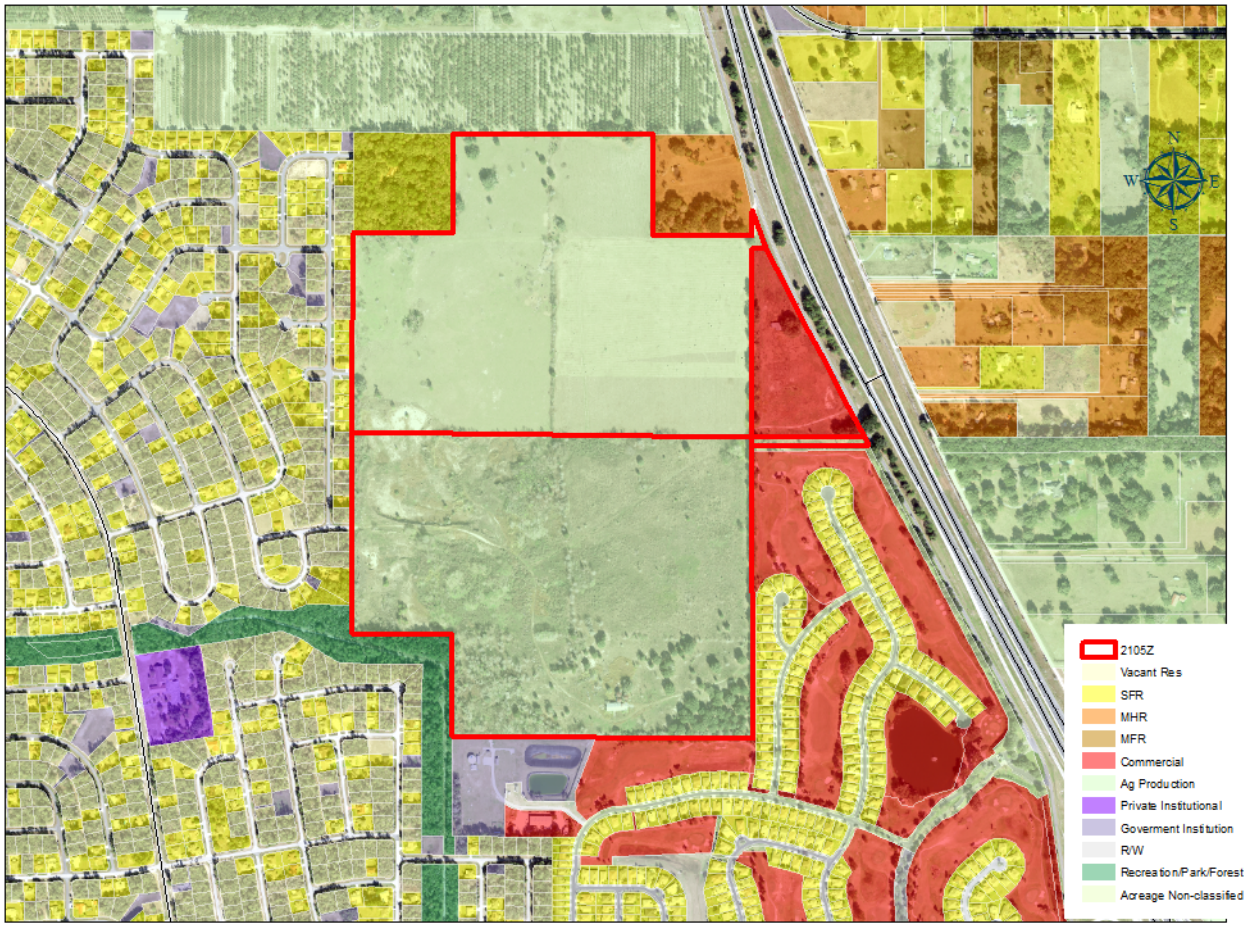
Staff Recommendation: Denial with Alternate Approval Conditions

1. The project shall be developed consistent with the application and LDC unless otherwise revised by these conditions of approval.
2. The project shall have one conceptual plan instead of the proposed three submitted.
3. The project shall be limited to a maximum total of 841 dwelling units and 24.03 acres of commercial.
4. The developer has not obtained Concurrency Certification for this PUD Rezoning Application and is not vested and/or entitled to this PUD consideration. The developer shall comply with Marion County's Concurrency Management System [LDC Division 1.8] prior to obtaining any final development plan approvals (e.g., Final Master Plan, Preliminary Plat, Improvement Plan, Final Plat, Site Plan), which may include providing for proportionate share for transportation improvements consistent with Sections 163.3180 and 380.06, Florida Statutes.
5. The 24.03 acres of commercial shall be developed to the standards of B-2, Community Business per the Marion County LDC.
6. The Approval of this PUD does not provide for the approval of any waivers associated with the expired PUD.
7. Building heights shall be limited to the standards outlined in the LDC for the respective use (single-family, multifamily, or B-2, Community Business).
8. Prior to completion and approval of the final PUD Master Plan, the project Traffic Study shall be completed to the satisfaction of the County Engineer and adequate provision shall be made for the coordination of the improvements with the PUD.
9. The project shall work through the development review process to provide parallel access as required by the Marion County Land Development Code.
10. All roads, parking lots, and sidewalks shall meet the requirements of the Marion County Land Development Code.
11. The PUD project's amenities shall be provided as follows, consistent with the PUD Concept Plan:
    a. The design and construction of the amenities shall be included with the PUD's Improvement Plans.
    b. The amenities shall be constructed and completed as part of any initial residential development phase, and their Corresponding As-built/Certificate of Occupancy/Final Inspection (or equivalent) shall be obtained prior to obtaining any residential structure Certificate of Occupancy/Final Inspection within the PUD project.
    c. The intent of these provisions and the overall project is to ensure that the amenity facilities are in place, operational, and maintained in perpetuity, for use by all residential units, and their occupants, prior to allowing any residential occupancy within the project.

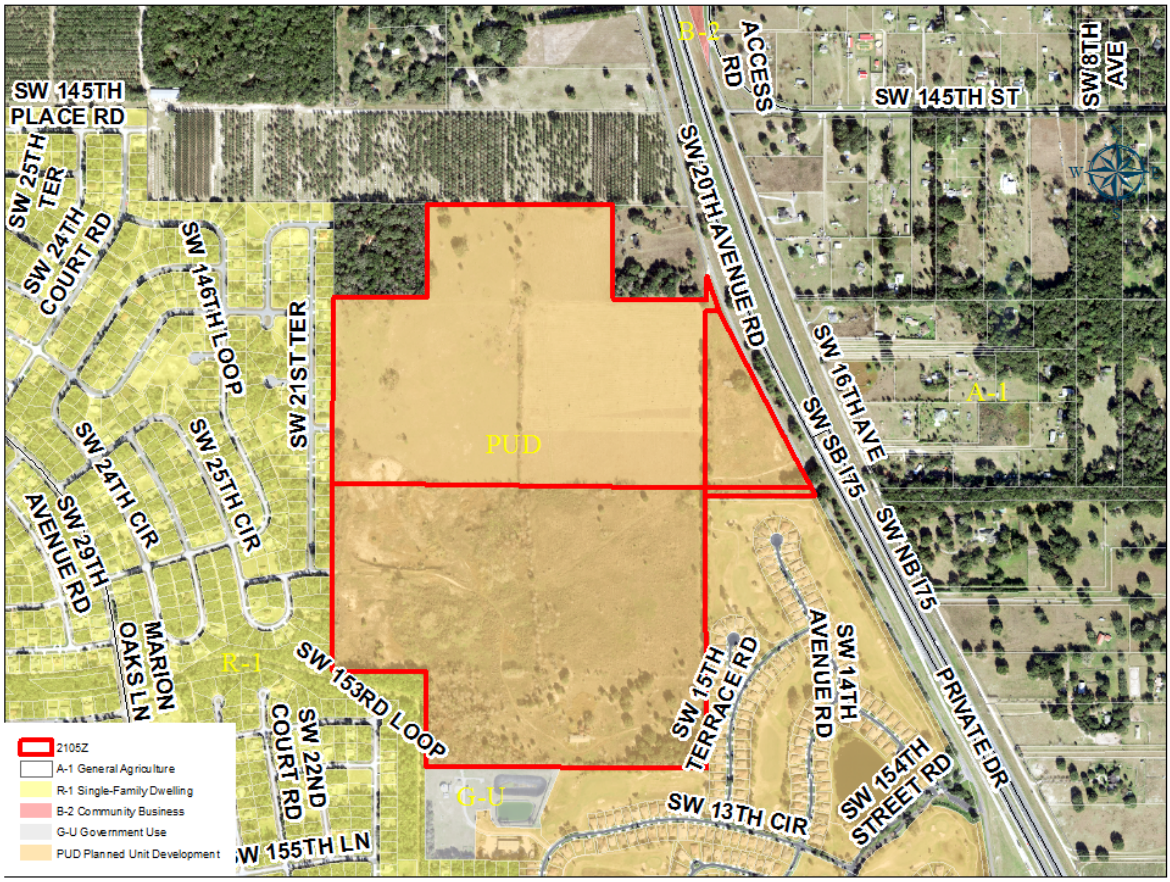
12. All project development shall be served by central potable water and central sanitary sewer services prior to the issuance of any project Certificates of Occupancy or equivalent final inspection; with the services installed and/or developed consistent with the LDC. Adequate capacity shall be demonstrated prior to the approval of Improvement Plans.
13. Buffers shall be as required in the Land Development Code.
14. All project-wide walls, fences, and buffers, including all vegetative plantings, shall be installed and maintained in perpetuity consistent with professionally accepted landscape practices, unless & until modified through the appropriate LDC PUD Amendment Process.
15. The PUD project shall comply with the LDC's minimum 20% open space requirement. The project can use TDCs for a maximum of 25% of the required open space as per the Marion County Comprehensive Plan, Policy 9.1.8.
16. The final PUD Master Plan shall require approval by the Marion County Board of County Commissioners, including being duly noticed and advertised consistent with the Land Development Codes notice provisions at the applicant's expense.

PLANNING & ZONING COMMISSION RECOMMENDATION:
Approval with Alternative Approval Conditions (VOTE 3 to 2)

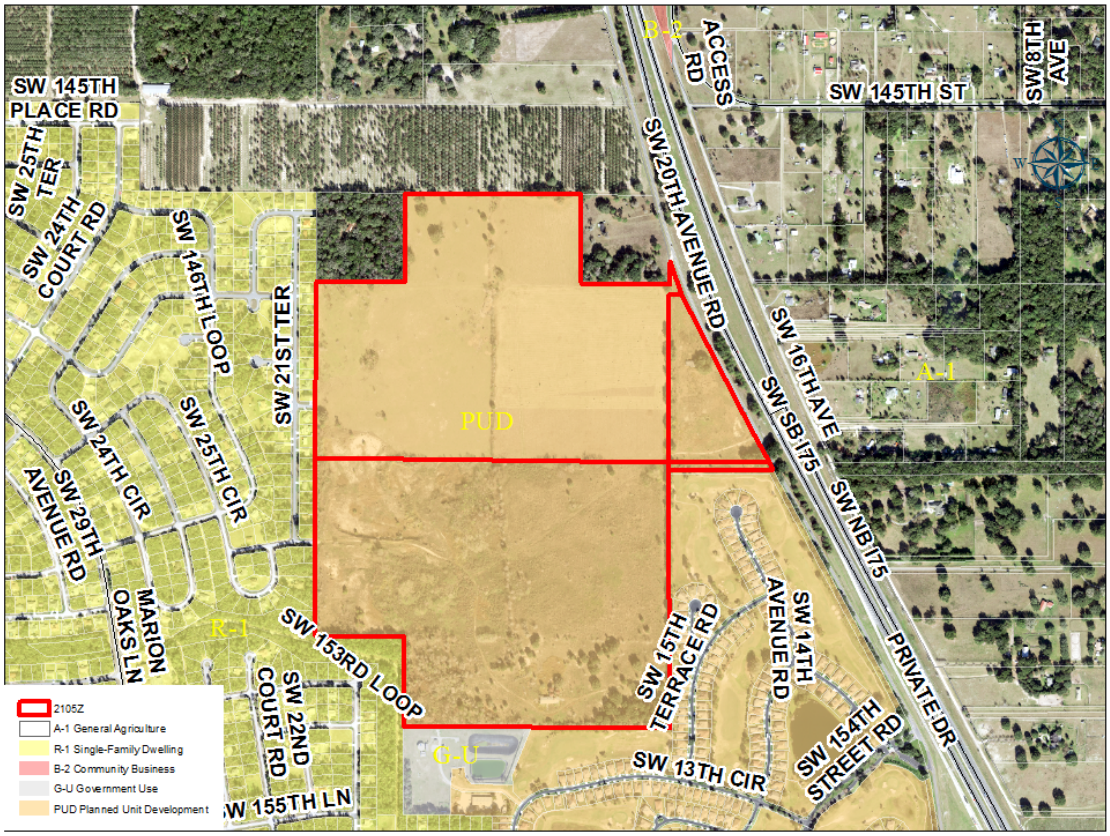
EXISTING USES PER MCPA PROPERTY CODE DATA



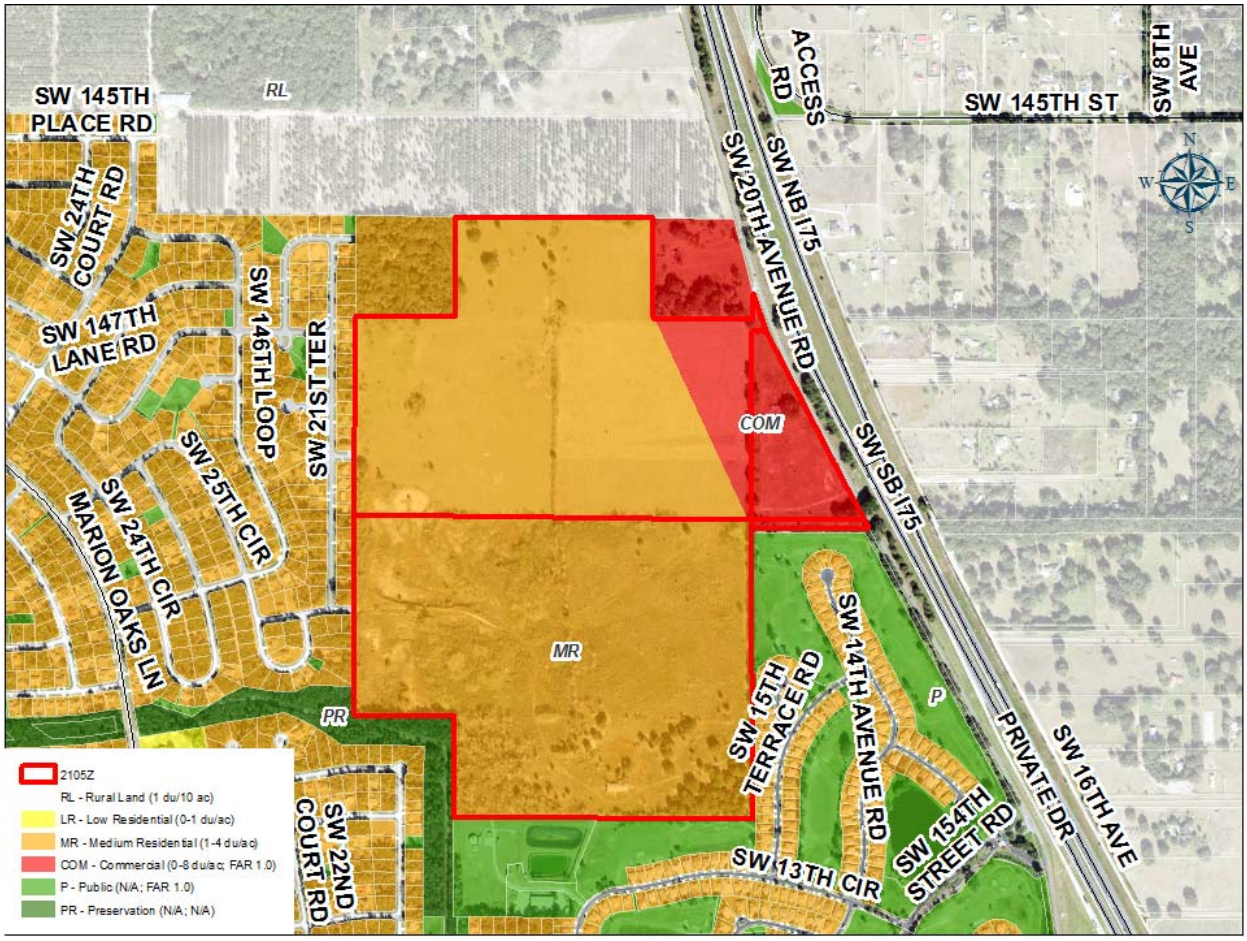
CURRENT ZONING



PROPOSED ZONING



CURRENT FUTURE LAND USE DESIGNATION


SW 145TH PLACE RD
RL
ACCESS RD
SW 145TH ST
SW 8TH AVE
SW 20TH AVENUE RD
SW NB I-75
SW SB I-75
SW 24TH COURT RD
SW 147TH LANE RD
SW 146TH LOOP
SW 21ST TER
SW 25TH CIR
SW 24TH CIR
MARION OAKS LN
COM
MR
PR
SW 15TH TERRACE RD
SW 14TH AVENUE RD
P
PRIVATE DR
SW 16TH AVE
SW 154TH STREET RD
SW 13TH CIR
SW 22ND COURT RD
N
W
E
S
2105Z
RL - Rural Land (1 du/10 ac)
LR - Low Residential (0-1 du/ac)
MR - Medium Residential (1-4 du/ac)
COM - Commercial (0-8 du/ac; FAR 1.0)
P - Public (N/A; FAR 1.0)
PR - Preservation (N/A; N/A)

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

APRIL 2, 2021

TILLMAN & ASSOCIATES ENGINEERING
DAVID TILLMAN
1720 SE 16TH AVE BLDG 100
OCALA, FL 34471

SUBJECT: **REZONING TO PUD COMMENTS LETTER**
PROJECT NAME: MARO MIXED USE DEVELOPMENT @ SW 20TH AVE RD
PROJECT #2014050024 APPLICATION #26351
PARCEL 41201-000-00, 41338-001-00, 44639-001-00, & 44645-002-00

Dear David:

This letter supercedes the previous letter dated March 31, 2021 and includes revised comments from Zoning. This letter is in regard to your recent Conceptual Plan submittal for the above referenced project. During the process of reviewing the plans for sufficiency, some items were found which must be addressed. Your plan will be scheduled for review and recommendation for the rezoning by the Development Review Committee prior to meeting with the Planning/Zoning Commission.

Per Resolution 10-R-629, please resolve these items within fifteen (15) working days. During this fifteen (15) working day resolution period, the reviewers will be available in a group setting on Thursday mornings to discuss these comments. After meeting with staff, your plan will be scheduled for review by the Development Review Committee at the next available DRC meeting. If you choose not to meet with staff, you may request to be scheduled for DRC's consideration immediately.

In either case, please contact me to arrange placement on the Thursday staff meeting agenda and/or the DRC agenda.

1. DEPARTMENT: DOH - ENVIRONMENTAL HEALTH
   REVIEW ITEM: Rezoning
   STATUS OF REVIEW: INFO
   REMARKS: N/A

2. DEPARTMENT: ENGDRN - STORMWATER REVIEW
   REVIEW ITEM: Rezoning
   STATUS OF REVIEW: INFO
   REMARKS: Approve. The stormwater will need to be reviewed with an Improvement Plan submittal.

3. DEPARTMENT: ENGIN - DEVELOPMENT REVIEW
REVIEW ITEM: 4.2.31.F(2)(b)2 - Vicinity map that depicts relationship of the site to the surrounding area within a 1 mile radius
STATUS OF REVIEW: INFO
REMARKS: 3/30/21 - Not provided

4. DEPARTMENT: ENGIN - DEVELOPMENT REVIEW
REVIEW ITEM: 2.12.4.C - Name, address, and phone number, of owner and applicant on front sheet
STATUS OF REVIEW: INFO
REMARKS: 3/30/21 - Not provided

5. DEPARTMENT: ENGIN - DEVELOPMENT REVIEW
REVIEW ITEM: 2.12.4.L(1) - Parcel number
STATUS OF REVIEW: INFO
REMARKS: 3/30/21 - Not provided

6. DEPARTMENT: ENGTRF - TRAFFIC REVIEW
REVIEW ITEM: Rezoning
STATUS OF REVIEW: INFO
REMARKS: 1. The intended use on the application shows 980 residential units. However, Concept Plan 2 only shows 836 units.
2. Phase 1 of Concept Plan 2 shows 88 residential units with 1 access point on SW 20th Ave Rd. Section 6.11.4.(A) of the LDC requires at least 2 access points when you exceed 50 units.
3. A traffic study for full build-out is required prior to development of Phase 1. A methodology must be submitted and approved prior to conducting the study.
4. The size of this development will require evaluation of the potential need for a traffic signal or roundabout on SW 20th Ave Rd. The need for left turn lanes and right turn lanes at the proposed driveways on SW 20th Ave Rd will also need to be evaluated.
5. Golf cart usage will be prohibited on SW 20th Ave Rd and roadways within Marion Oaks.

7. DEPARTMENT: ENGTRF - TRAFFIC REVIEW
REVIEW ITEM: 4.2.31.F(2)(b)(14) - Preliminary sidewalk and multimodal circulation plan
STATUS OF REVIEW: INFO
REMARKS: Sidewalk is required along SW 20th Ave Rd. Consideration should also be given to allowing golf cart access between the proposed commercial parcels and the existing SummerGlen development. This would minimize potential golf cart use on SW 20th Ave Rd from SummerGlen residents.

8. DEPARTMENT: ENGTRF - TRAFFIC REVIEW
REVIEW ITEM: 4.2.31.F(2)(b)(15) - Proposed parallel access locations
STATUS OF REVIEW: INFO
REMARKS: Cross access to the north is required for the commercial component.

9. DEPARTMENT: FRMSH - FIRE MARSHAL REVIEW
REVIEW ITEM: 6.18.2 - Fire Flow/Fire Hydrant
6.18.2 - Fire Flow/Fire Hydrant
STATUS OF REVIEW: INFO
REMARKS: Approved zoning change. Fire protection features will be determined once a final concept plan/major site plan is submitted

10. DEPARTMENT: LUCURR - LAND USE CURRENT REVIEW
REVIEW ITEM: Proposed PUD Uses & Densities are consistent with Land Use Designation?
STATUS OF REVIEW: INFO
REMARKS: Single-family detached, single-family attached, multiple-family?
(Standards for SFR-A and MF?)

11. DEPARTMENT: LUCURR - LAND USE CURRENT REVIEW
REVIEW ITEM: Proposed PUD Uses are consistent with surrounding Land Use Designations?
STATUS OF REVIEW: INFO
REMARKS: Buffer indicators not fully established - e.g., "Limit of Buffer Buffer extends east" ????
More extensive illustration along with cross-section maybe necessary.

12. DEPARTMENT: LUCURR - LAND USE CURRENT REVIEW
REVIEW ITEM: Proposed PUD Master Plan submitted for review?
STATUS OF REVIEW: INFO
REMARKS: Concept only - formal Master Plan or equivalent will be required.

13. DEPARTMENT: LUCURR - LAND USE CURRENT REVIEW
REVIEW ITEM: Developer's Agreement for LUA/Zoning completed?
STATUS OF REVIEW: INFO
REMARKS: An Agreement may be required to address infrastructure as development proceeds.

14. DEPARTMENT: LUCURR - LAND USE CURRENT REVIEW
REVIEW ITEM: 2.12.4.L(2 & 3)/3.2.3 - Use Consistent with FLU Designation & All Developer's Agreements?
STATUS OF REVIEW: INFO
REMARKS: Future land use designated area acreages listed, but listing for "allocated" acres for the mix of uses will also be required.

15. DEPARTMENT: LUCURR - LAND USE CURRENT REVIEW
REVIEW ITEM: 3.2.3/6.6/5.2.5/flood - RESIDENTIAL - Complies with Min/Max Density?
STATUS OF REVIEW: INFO
REMARKS: Split of units SFR-D, SFR-A, and MF?

16. DEPARTMENT: LUCURR - LAND USE CURRENT REVIEW
REVIEW ITEM: 3.2.3 - NON-RESIDENTIAL - Complies with FAR?
STATUS OF REVIEW: INFO
REMARKS: 106K GSF Commercial is 10% of eligible - while ordinary FARs are 20-30%?

17. DEPARTMENT: LUCURR - LAND USE CURRENT REVIEW
REVIEW ITEM: 2.12.4.L(6) Gross/wetland/floodplain acreage listed?
STATUS OF REVIEW: INFO
REMARKS: Flood prone present

18. DEPARTMENT: LUCURR - LAND USE CURRENT REVIEW
REVIEW ITEM: 2.12.5/1.8.2.A - Concurrency - Is Capacity Available?
STATUS OF REVIEW: INFO
REMARKS: Traffic study

19. DEPARTMENT: LUCURR - LAND USE CURRENT REVIEW
REVIEW ITEM: 2.12.5/1.8.2.F - Is Concurrency Approval or Deferral Elected?
STATUS OF REVIEW: INFO
REMARKS: Concept only - formal Master Plan or equivalent will be required to reserve or defer.

20. DEPARTMENT: UTIL - MARION COUNTY UTILITIES
REVIEW ITEM: Rezoning
STATUS OF REVIEW: INFO
REMARKS: APPROVED: shall be required to connect to available public water & sewer provided by Marion County Utilities. Not in any primary springs protection zone.

21. DEPARTMENT: ZONE - ZONING DEPARTMENT
REVIEW ITEM: 4.2.31.F(2)(b) - Conceptual plan in compliance with Division 2.13 and 2.11.
STATUS OF REVIEW: INFO
REMARKS:

22. DEPARTMENT: ZONE - ZONING DEPARTMENT
REVIEW ITEM: 4.2.31.F(1)(b) - Front page requirements.
STATUS OF REVIEW: INFO
REMARKS: Open Space calculations are missing.

23. DEPARTMENT: ZONE - ZONING DEPARTMENT
REVIEW ITEM: 4.2.31.F(2)(b)(2) - Vicinity map that depicts relationship of the site to the surrounding area within a 1-mile radius.
STATUS OF REVIEW: INFO
REMARKS: No vicinity map provided

24. DEPARTMENT: ZONE - ZONING DEPARTMENT
REVIEW ITEM: 4.2.31.F(2)(b)(5) - Identify the Future Land Use and Existing Zoning of the subject property as well as all properties immediately adjacent to the subject property.
STATUS OF REVIEW: INFO
REMARKS: Land use and zoning not provided

25. DEPARTMENT: ZONE - ZONING DEPARTMENT
REVIEW ITEM: 4.2.31.F(2)(b)(7) - A list of proposed uses for the development.
STATUS OF REVIEW: INFO
REMARKS: Golf carts internally, residential and recreational. plus 24 acres of commercial

26. DEPARTMENT: ZONE - ZONING DEPARTMENT
REVIEW ITEM: 4.2.31.F(2)(b)(8) / 4.2.31.F(2)(13) - A typical drawing of an interior lot, corner lot, and cul-de-sac lot noting setback requirements and parking lot locations.
STATUS OF REVIEW: INFO
REMARKS: corner lot not provided

27. DEPARTMENT: ZONE - ZONING DEPARTMENT
REVIEW ITEM: 4.2.31.F(2)(b)(10) - Identify proposed phasing on the plan.
STATUS OF REVIEW: INFO
REMARKS: recreational area appears to be in later phases than phase 1

28. DEPARTMENT: ZONE - ZONING DEPARTMENT
REVIEW ITEM: 4.2.31.F(2)(b)(11) / 4.2.31.E(6) / 6.8.6 - Identify proposed buffers.
STATUS OF REVIEW: INFO
REMARKS: This proposal is unclear for the lot widths along the boundary adjacent to other subdivisions and ag uses. Appears to be a buffer tract of unknown size. Unknown what the lot width/character difference is along the boundaries.

29. DEPARTMENT: ZONE - ZONING DEPARTMENT
REVIEW ITEM: 4.2.31.F(2)(b)(18) / 4.2.31.E(7) - Identify any proposed parks or open spaces.
STATUS OF REVIEW: INFO
REMARKS: recreational uses not defined

30. DEPARTMENT: ZONE - ZONING DEPARTMENT
REVIEW ITEM: 4.2.31.F(2)(b)(20) - Architectural renderings or color photos detailing the design features, color pallets, buffering details.
STATUS OF REVIEW: INFO
REMARKS: No renderings provided Need renderings for the various housing types proposed, recreational areas, and commercial

31. DEPARTMENT: LSCAPE - LANDSCAPE DESIGN AND IRRIGATION
REVIEW ITEM: Rezoning
STATUS OF REVIEW: INFO
REMARKS: no comments

32. DEPARTMENT: 911 - 911 MANAGEMENT
REVIEW ITEM: Rezoning
STATUS OF REVIEW: INFO
REMARKS: APPROVED: Please update SW 20th Ave under Notes on Sheet 001 Concept Plan 1 to be SW 20th Avenue Rd. There is an existing commercial building on parcel 44639-001-00 with the address 14900 SW 20th Avenue Rd. Will this existing structure remain or be removed?

33. DEPARTMENT: 911 - 911 MANAGEMENT
REVIEW ITEM: 6.2.1.F - North arrow and graphic drawing and written scale
STATUS OF REVIEW: INFO
REMARKS: APPROVED

If you have any questions please contact me at (352) 671-8682 or carla.sansone@marioncountyfl.org.

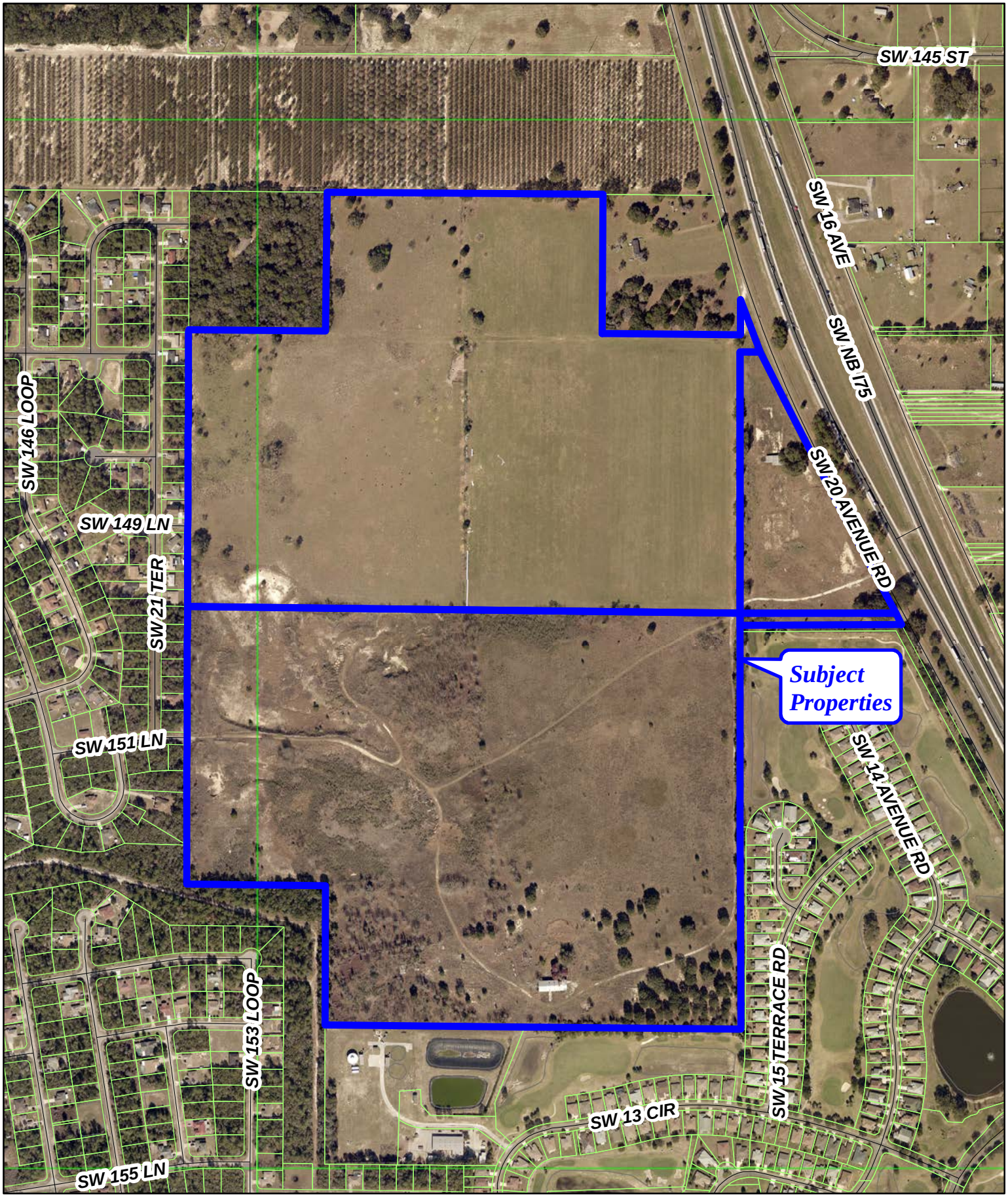
Sincerely,

Carla Sansone

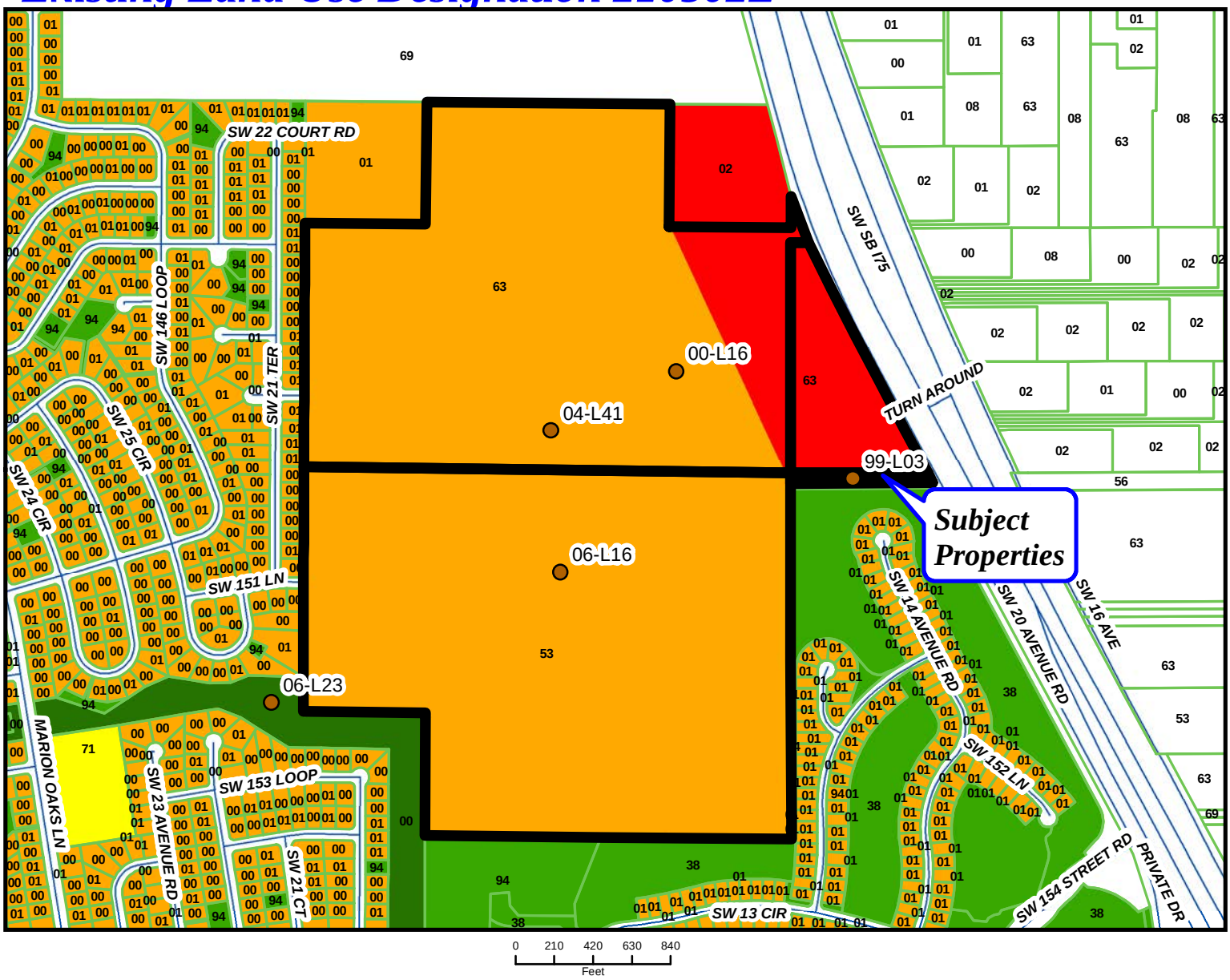
Carla Sansone
Development Review Coordinator

911 - (671-8460)
DOH - Ed Brown (622-7744)
ENGDRN - James Hulsey (671-8686)
ENGIN - Carla Sansone (671-8682)
ENGPJ - Bert Yancey (671-8683)
ENGSUR - Jerry Gowen (671-8686)
ENGTRF - Chris Zeigler (671-8378)
ENRAA - Cheryl Weaver (671-8679)
FRMSH - Ken McCann (291-8000)
LSCAPE - Susan Heyen (671-8556)
LUCURR - Chris Rison (438-2600)
UTIL - Carrie Hyde (307-6168)
ZONE - Zoning Department (438-2675)

Aerial: 210502Z



Existing Land Use Designation 210502Z



Use per MC Property Appraiser	
01	Single Family Res
50-69/99	Agricultural
00/10/40/70	Vacant
71	Church
02	Mobile Home
06-07/11-39	Commercial
41-49	Industrial
83-98	Public
82	Recreation
03-05/08	Multi-Family
77	Club/Lodge/Union Hall

OWNER(S): Maro Investment Ocala, LLC - c/o Rock Cloutier

AGENT: Tillman & Associates Engineering – David Tillman

PARCEL(S): 41201-000-00, 14338-001-00, 44639-001-00, 44645-002-00

All provided GIS data is to be considered a generalized spatial representation, which is subject to revisions. The feature boundaries are not to be used to establish legal boundaries. For specific visual information, contact the appropriate county department or agency. The information is provided visual representation only and is not intended to be used as legal or official representation of legal boundaries.

N

Legend

- All Amendments
- **Policy 1.20**
- Rural Land (1 du/10 ac)
- Low Residential (0 - 1 du/ac)
- Medium Residential (1 - 4 du/ac)
- High Residential (4 - 8 du/ac)
- Farmland Preservation Area
- Urban Residential (8 - 16 du/ac)
- Rural Activity Center (0 - 2 du/ac; FAR 0.35)
- Rural Community (0 - 3 du/ac; FAR 0.70)
- Commercial (0 - 6 du/ac; FAR 1.0)
- Environmentally Sensitive Overlay Zone (ESOZ)
- Employment Center (0 - 12 du/ac; FAR 2.0)
- Commerce District (N/A; FAR 2.0)
- Public (N/A; FAR 1.0)
- Preservation (N/A; N/A)
- Municipality

2105023

AR#: 26351

PA#S: 41201-000-00, 41338-001-00, 44639-001-00* and 44645-002-00

Marion County
Board of County Commissioners
Growth Services ▪ Planning & Zoning
2710 E. Silver Springs Blvd.
Ocala, FL 34470
Phone: 352-438-2675
Fax: 352-438-2676

APPLICATION FOR REZONING

Application No.: #2105023

The undersigned hereby requests a zoning change of the Marion County Land Development Code, Article 4, Zoning, on the below described property and area, from PUD to PUD, for the intended use of:

Single Family Residential Subdivision and Neighborhood Commercial

980 ~~550~~ units
24.03ac com

Legal description: (please attach a copy of the deed and location map)

Parcel account number(s): 100.28ac 110.ac 10.47ac. 1ac.
41201-000-00, 41338-001-00, 44639-001-00, 44645-002-00

Property dimensions: 2,116' x 3,986' **Total acreage:** 221.75

Directions: I-75 South to CR 484, West on CR 484 to SW 20th Ave. Rd., South on 20th Ave. Rd. approx. 1.7 miles. Subject Property is on West side of road

The property owner must sign this application unless he has attached written authorization naming an agent to act on his/her behalf.

Maro Investment Ocala, LLC / Rock Cloutier c/o:	Tillman & Associates Engineering, LLC /J. David Tillman
Property owner name (please print)	**Applicant or agent name (please print)**
132 Olivera Way	1720 SE 16th Ave Bldg 100
Mailing address	**Mailing address**
Palm Beach Garden, FL 33418	Ocala, Florida
City, state, zip code	**City, state, zip code**
(561) 373-1903	352-387-4540
Phone number (please include area code)	**Phone number (please include area code)**
Signature	**Signature**

Please note: the zoning change will not become effective until 14 days after a final decision is made by the Marion County Board of County Commissioners. The owner, applicant or agent is encouraged to attend the public hearing where this application will be discussed. If no representative is present and the board requires additional information, the request may be postponed or denied. Notice of said hearing will be mailed to the above-listed address(es). All information given by the applicant or agent must be correct and legible to be processed. The filing fee is $1,000.00, and is non-refundable. For more information, please contact the Zoning Division at 352-438-2675.

****

FOR OFFICE USE ONLY

RECEIVED BY: JM DATE: 3/3/2021 ZONING MAP NO.: 168 Rev. 01/11/2021

Code Case: 822578-RH2

PRJ. 29405 0024
AL. 26351

Marion County | Growth Services Viewer | Map Title #2105022





Legend

- Urban Growth Boundary
- Prescriptive_Roads
- Judgement_Roads
- Streets
- Special Flood Hazard Areas - Chance Flood
  - A - No Base Flood Elevation Deterr
  - AE - Base Flood Elevation Determi
  - AH - Area of Ponding 1-3 ft
- Other Areas
  - X - 0.2% Annual Chance Flood
  - X - 1% Annual Chance Flood Less
  - X - Areas Outside 0.2% Annual Ch
- 2008 FIRM Panel
- Transitional Flood Prone Areas
- Flood Prone Areas
- Parcels
- Environmentally Sensitive Ove

1: 9,407

1 In = 0.15 Miles

N W E S

Notes

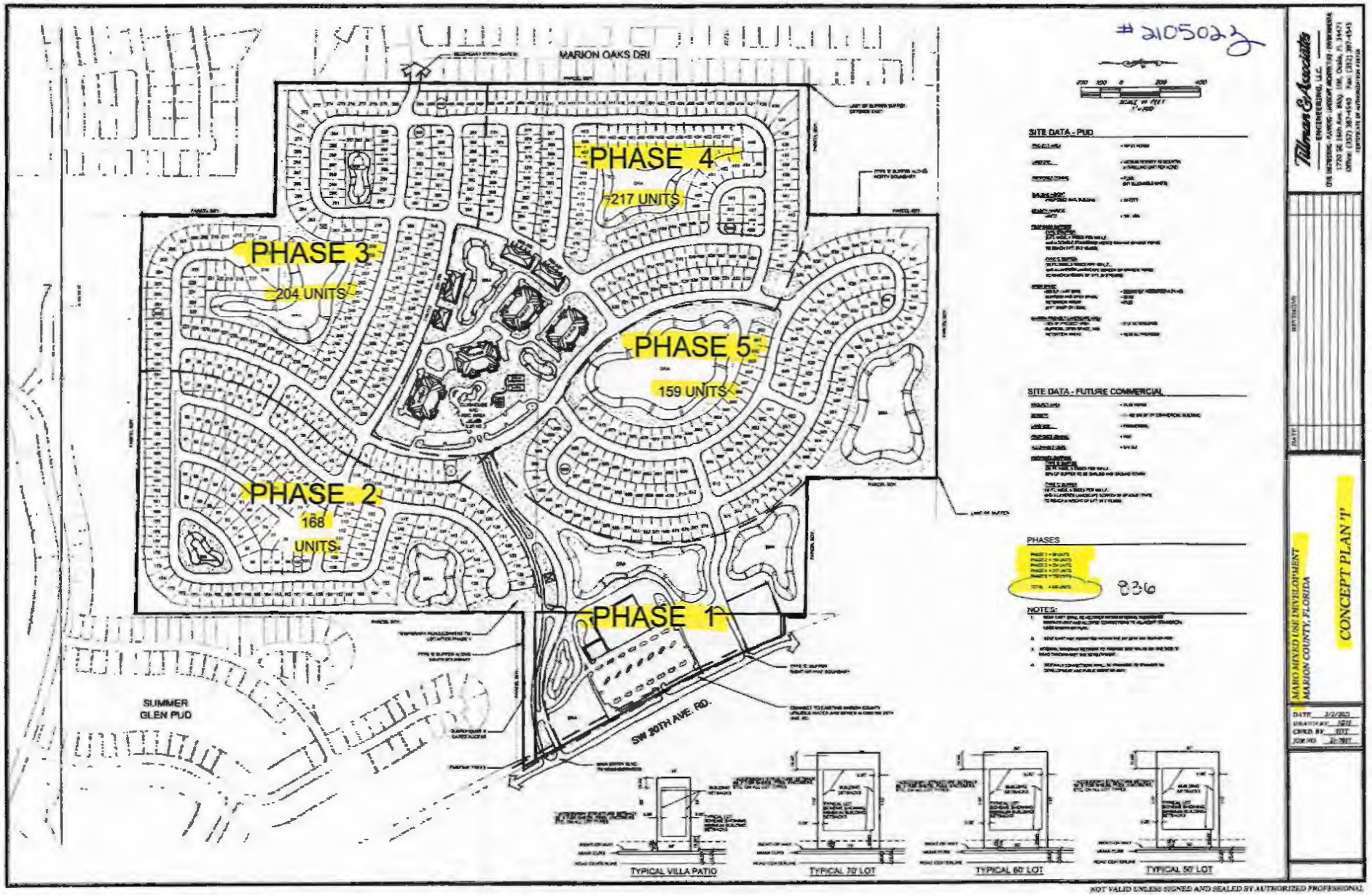
0.3 0 0.15 0.3 Miles

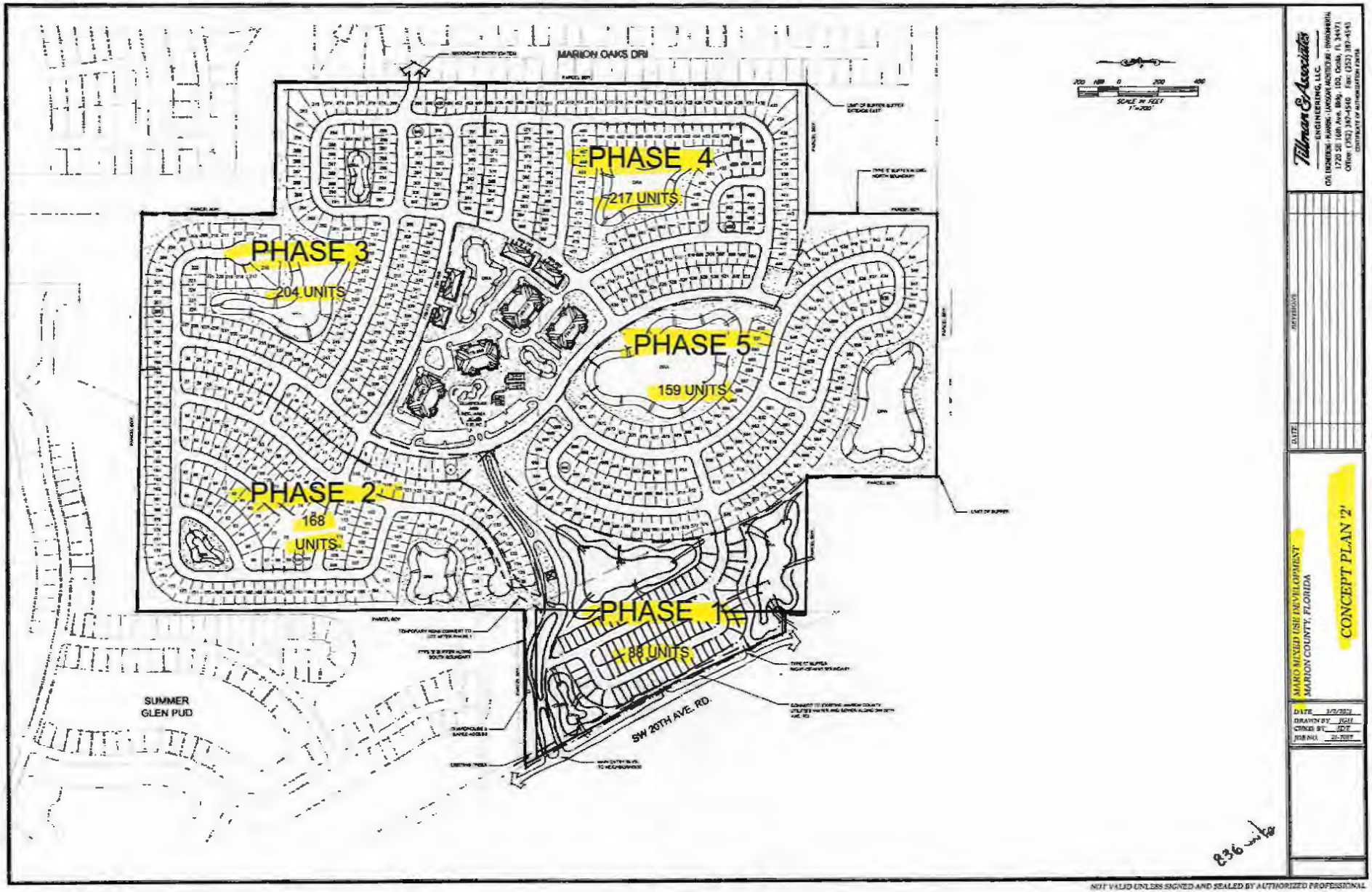
Projected Coordinate System: NAD_1983_StatePlane_Florida_West_FIPS_0902_Feet

Created By:

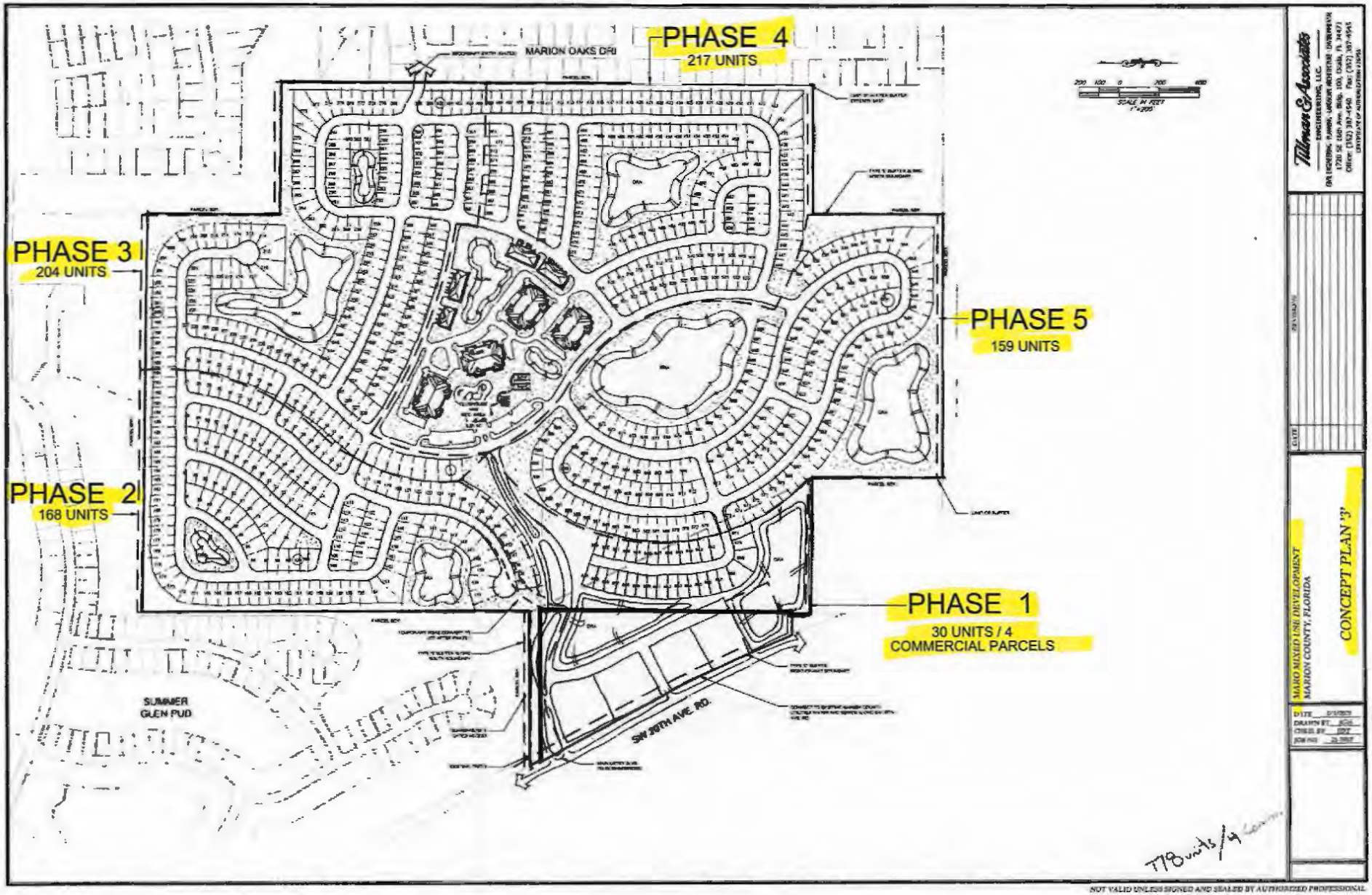
This map was produced by a Marion County employee using an online internal mapping viewer. All GIS features provided through the Marion County online internal mapping viewer are to be considered a generalized spatial representation which is subject to revisions. The GIS features shown hereon are not to be used as legal descriptions. For confirmation of details related to the GIS features, please contact the appropriate department or constitutional office.

Creation Date: 3/3/2021

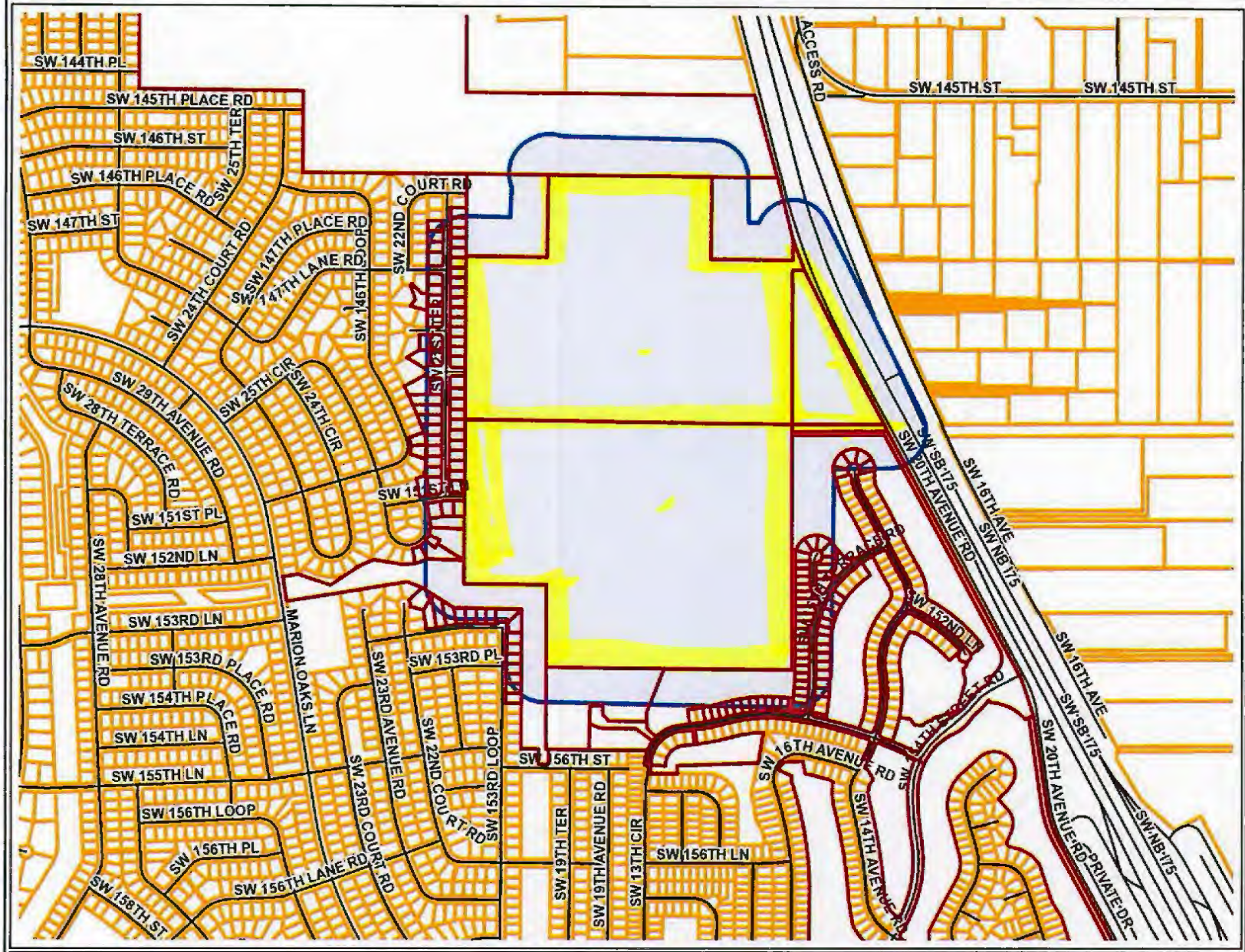

#2105023
MARION OAKS DRI
PHASE 4
217 UNITS
PHASE 3
204 UNITS
PHASE 5
159 UNITS
PHASE 2
168
UNITS
PHASE 1
SUMMER
GLEN PUD
SW 80TH AVE. RD.
SITE DATA - PUD
SITE DATA - FUTURE COMMERCIAL
PHASES
836
NOTES:
TYPICAL VILLA PATIO
TYPICAL 70' LOT
TYPICAL 60' LOT
TYPICAL 50' LOT
Tillman & Associates
ENGINEERING, LLC
MARO MIXED USE DEVELOPMENT
MARION COUNTY, FLORIDA
CONCEPT PLAN "I"
NOT VALID UNLESS SIGNED AND SEALED BY AUTHORIZED PROFESSIONAL



NOT VALID UNLESS SIGNED AND SEALED BY AUTHORIZED PROFESSIONAL


PHASE 4
217 UNITS
MARION OAKS DRI
PHASE 3
204 UNITS
PHASE 5
159 UNITS
PHASE 2
168 UNITS
PHASE 1
30 UNITS / 4
COMMERCIAL PARCELS
SUMMER
GLEN PUD
SW 20TH AVE. RD.
SCALE IN FEET
1"=200'
Tillman & Associates
ENGINEERING, LLC
MARIO MIXED USE DEVELOPMENT
MARION COUNTY, FLORIDA
CONCEPT PLAN '3'
DATE
DRAWN BY
CHKD BY
JOB NO.
NOT VALID UNLESS SIGNED AND SEALED BY AUTHORIZED PROFESSIONAL

Marion County Growth Services Viewer | 210502Z - MARO INVESTMENT OCALA, LLC





Legend

- Urban Growth Boundary
- Streets
- Parcels
- Municipalities
- Marion County

1: 14,210

1 in = 0.22 Miles

Notes

C/O: ROCK CLOUTIER
AGENT: TILLMAN & ASSOC. ENG, LLC

Creation Date: 3/15/2021

0.4 0 0.22 0.4 Miles

Projected Coordinate System: NAD_1983_StatePlane_Florida_West_FIPS_0902_Feet

Created By: dp

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Marion County
Board of County Commissioners

Growth Services • Code Enforcement

2710 E. Silver Springs Blvd.
Ocala, FL 34470
Phone: 352-671-8900
Fax: 352-671-8903

#2105023

Case No.: 822578-RH2

November 30, 2020

MARO INVESTMENT OCALA LLC
132 OLIVERA WAY
PALM BEACH GARDENS, FL 33418

MARO INVESTMENT OCALA LLC
JAMES A CIOFFI R/A
250 TEQUESTA DRIVE, SUITE 203
TEQUESTA, FL 33469

MARO INVESTMENT OCALA LLC
14900 SW 20TH AVENUE RD
OCALA, FL 34473

PARCEL #: 44639-001-00

NOTICE OF VIOLATION

On November 25, 2020, another inspection was made of the sign on your property located at 14900 SW 20TH AVENUE RD, OCALA, in Marion County. This inspection revealed a continuing violation of:

➢ **Marion County Land Development Code, Article 4, Division 4, Section 4.4.1.E(2); Inspection and removal of signs.** Any sign which is determined to be defective, damaged, unsafe, or substantially deteriorated or abandoned, shall be repaired or removed.

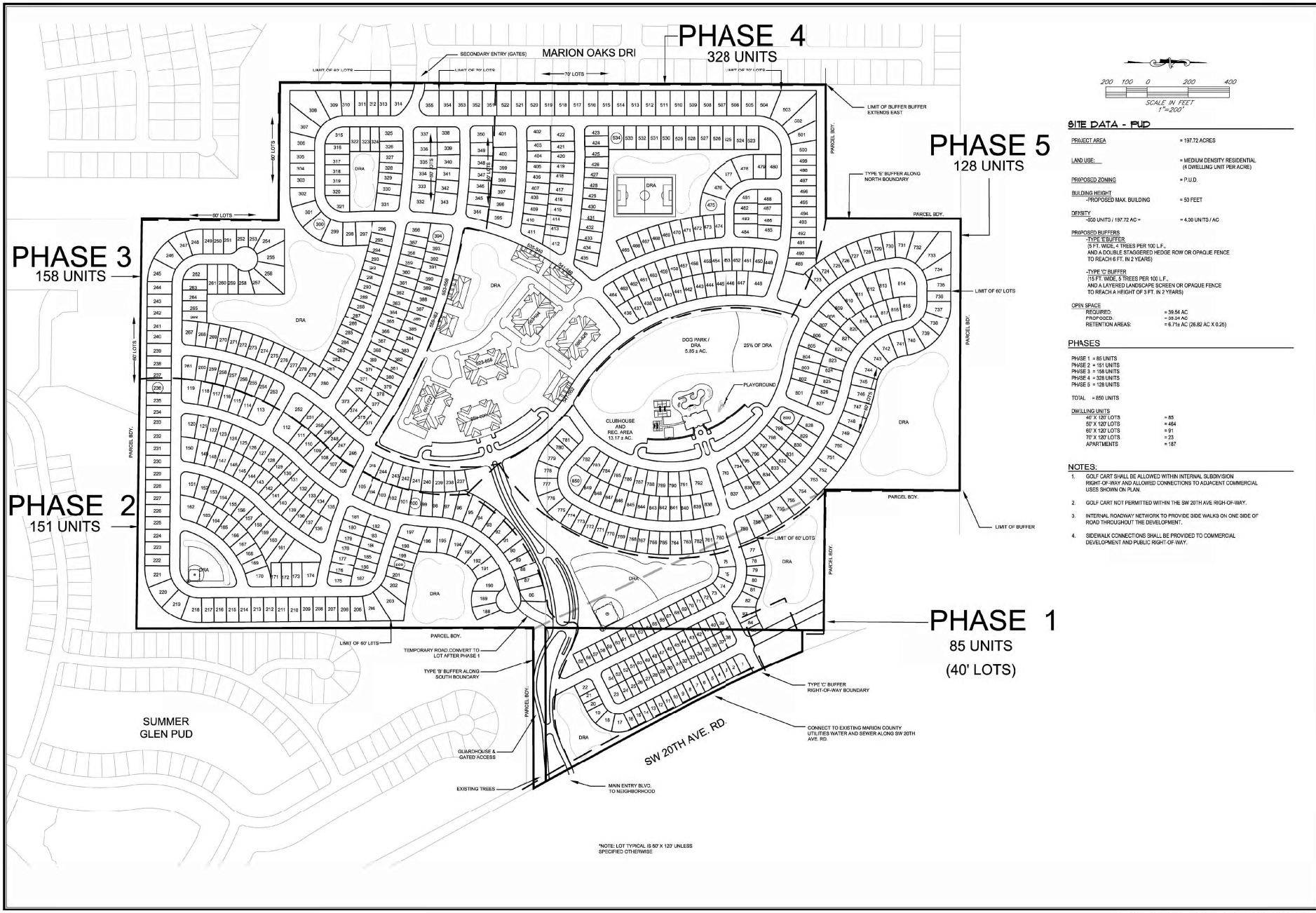
This property or sign location will be re-inspected after **December 15, 2020,** and hopefully, this matter will be cleared at that time. Please contact me to discuss the matter and/or to request a re-inspection. Failure to clear a violation **will** result in the issuance of a citation or a notice to appear before the Marion County Code Enforcement Board, which could result in a lien against any real or personal property owned by you. In the event a fine is levied against you by the Code Enforcement Board, a collection agency fee and administrative costs will also be added to the total payoff amount and the lien will be reported to credit bureaus.

Respectfully,

Robin Hough

Code Enforcement Supervisor
352-671-8916
robin.hough@MarionCountyFL.org


THE
FUTURE
OF FOOD
Purple Carrot Farm
Residential & Commercial
GREENHOUSE SALES



SITE DATA - PUD

PROJECT AREA	= 197.72 ACRES
LAND USE:	= MEDIUM DENSITY RESIDENTIAL (4 DWELLING UNIT PER ACRE)
PROPOSED ZONING	= P.U.D.
BUILDING HEIGHT -PROPOSED MAX. BUILDING	= 50 FEET
DENSITY -850 UNITS / 197.72 AC =	= 4.30 UNITS / AC

PROPOSED BUFFERS

-TYPE 'E'BUFFER
(5 FT. WIDE, 4 TREES PER 100 L.F., AND A DOUBLE STAGGERED HEDGE ROW OR OPAQUE FENCE TO REACH 6 FT. IN 2 YEARS)

-TYPE 'C' BUFFER
(15 FT. WIDE, 5 TREES PER 100 L.F., AND A LAYERED LANDSCAPE SCREEN OR OPAQUE FENCE TO REACH A HEIGHT OF 3 FT. IN 2 YEARS)

OPEN SPACE	
REQUIRED:	= 39.54 AC
PROPOSED:	= 39.54 AC
RETENTION AREAS:	= 6.71± AC (26.82 AC X 0.25)

PHASES

PHASE 1 = 85 UNITS
PHASE 2 = 151 UNITS
PHASE 3 = 158 UNITS
PHASE 4 = 328 UNITS
PHASE 5 = 128 UNITS

TOTAL = 850 UNITS

DWELLING UNITS	
40' X 120' LOTS	= 85
50' X 120' LOTS	= 464
60' X 120' LOTS	= 91
70' X 120' LOTS	= 23
APARTMENTS	= 187

NOTES:

1. GOLF CART SHALL BE ALLOWED WITHIN INTERNAL SUBDIVISION RIGHT-OF-WAY AND ALLOWED CONNECTIONS TO ADJACENT COMMERCIAL USES SHOWN ON PLAN.
2. GOLF CART NOT PERMITTED WITHIN THE SW 20TH AVE RIGH-OF-WAY.
3. INTERNAL ROADWAY NETWORK TO PROVIDE SIDE WALKS ON ONE SIDE OF ROAD THROUGHOUT THE DEVELOPMENT.
4. SIDEWALK CONNECTIONS SHALL BE PROVIDED TO COMMERCIAL DEVELOPMENT AND PUBLIC RIGHT-OF-WAY.

Tillman & Associates
ENGINEERING, LLC.
CIVIL ENGINEERING - PLANNING - LANDSCAPE ARCHITECTURE - ENVIRONMENTAL
1720 SE 16th Ave. Bldg. 100, Ocala, FL 34471
Office: (352) 387-4540 Fax: (352) 387-4545
CERTIFICATE OF AUTHORIZATION # 27795

REVISIONS

DATE

MARO MIXED USE DEVELOPMENT
MARION COUNTY, FLORIDA

CONCEPT PLAN '2'

DATE 4/26/2021
DRAWN BY JGH
CHKD. BY JDT
JOB NO. 21-7017

NOT VALID UNLESS SIGNED AND SEALED BY AUTHORIZED PROFESSIONAL

S:\Marion County\Olivier_Maro PUD\PLANNING\PUD CONCEPT PLAN REACTIVATION (2021)\PUD 03-03-2021 OPTION 2 .dwg, CONCEPT PLAN, 4/26/2021 4:38:14 PM

→1505022

COMMENTS FOR MARO MIXED USE DEVELOPMENT – APRIL 26, 2021

Good afternoon – I'm Jan Lemon, 1824 SW 158th Lane in SummerGlen.

I am here as a resident of our community. I believe there will be other speakers from our community and Marion Oaks next door to us.

I recognize the developer of this parcel is entitled to request a PUD because it is within the development code of the Master Plan for the County. But, there are many concerns about this project.

TRAFFIC – There is a huge concern about the traffic flow on CR 484. A million square foot distribution center is approved and building. That commerce center still has many acres to develop. The truck traffic from these projects continues to grow.

The interchange on I-75 (Exit 341) will start new construction this year. The exits north and south will start this year with a bridge rebuild to follow...Lane rebuilds and turns lanes on CR 484 from CR 475a and SW 20th Lane Road are included in this project..That construction is projected to take 30+ months.

It seems that traffic light signals from CR 475a and SW 20th Lane Road could be better synchronized. Many times in left turn lanes vehicles are beyond stacking points and block adjacent lanes when lights change it barely allows 3 cars to make it through. Because of the Pilot gas station the amount of trucks using SW 20th is huge. Back up at peak times is extreme. (And just as an aside if you have to leave our community early in the AM around 7:00. tractor trailers are using the roadside for sleeping. That should be prohibited)

Now we will be dealing with construction vehicles for this new residential project on SW 20th.This is a small local road. Our road will need turn lanes, shoulders and widening. More contruction.

PROJECT DESIGN – Every design plan that was submitted has the main entrance right next to SummerGlen. I would request that entrance be moved to the north end of this project on SW 20th. That would allow for more space between the two subdivisions for ingress and egress.

The only green space depicted on these plans appear to be DRAs. The amount of open space around the multi-family buildings appears to be minimum. How many apartments units are there?

Summer Glen has an 8 foot fence around most of our border. We would want that same fencing along this property that borders our community It is difficult to see the setbacks from the SG border. How far is it? What plans will be approved to provide a barrier with SG?

Does the developer know what price range these homes will be? Not one of the lot sizes is the size of home lots in SG. There was mention of "waivers" granted with the previous PUD expired request. What were they?

It seems the density of this project might meet allowances but the removal of multi family units would make the project more compliant with the existing area. This area is out of the way. Now we would be dealing with School buses and children that really have no where to go if they leave their community except my car. The concern is that they will be attracted to SG and its amenities. Our community is very safe and we would like to keep it that way.

There are folks that would like the extra people for the purpose of golf play and customers to our restaurant. Those are attractive possibilities but the overall concern has to be for the people who live there now. For the ability to accommodate the traffic this will bring and what will follow with approvals of this community. Marion County is growing by leaps and bounds and planning approvals must be done with the future in mind. Growth is a red herring. What we gain and what we end up paying should balance. .

How soon will be know what the recommendation will be to the County Commissioners and will this packet be available to the public before that meeting for comment purposes?

Thanks for your time.

210502Z

4.26.21

Dear Council,

I am writing to express my very strong opposition to 210502Z, The proposed housing project near the Age Restricted Retirement Community of Summer Glen near the intersection of 20th Avenue Road and County 484.

My family owns 2 homes in The Summer Glen Community which we purchased as our retirement and forever homes, and this project will impact us as well as our neighbors in a very adverse way.

While the local community may be unable to prevent development, this project will be very detrimental to the area. Nearly all residents in the Summer Glen neighborhood are completely opposed to the addition of a nonage restricted, multi-family housing, industrial mixed or commercial development project that will destroy habitats, create a 2+ year construction zone, cause additional traffic and safety problems, and significantly and negatively affect our property values and the peaceful enjoyment of our homes.

Wildlife is prevalent on 20th Avenue Road as it now is a quiet 2 lane, essentially dead-end road and home to a Horse farm and Tree farm, a Place of Worship, a handful of single-family homes on large lots and our retirement community of 1000 homes. Unless rezoned as possibly agricultural, additional large-scale development of the bordering property will contribute to the destruction of trees, local wildlife habitats and will decrease the property values of our existing community causing great hardship in our retirement years.

Traffic and safety are also major areas of concern. As we share 20th Avenue Road already with The Pilot Truck Stop Exit, traffic jams during commuting hours near 484 / 20th Avenue Road spans over 1 mile from 175-Marion Oaks Boulevard. The intersection at 484 & 20th Avenue Road is routinely blocked by cross traffic whereas you may expect to sit through multiple light cycles while waiting for Big Rigs to pull out onto 484. There is also another very large interchange reconstruction project scheduled to begin this summer and continuing for the next 3 years from 20th Avenue Road to 475A; in addition to the congestion already created by the pending opening of the new Dollar Tree Distribution Center.

I request the council to not approve another large-scale project that proposes to add multiple family residences, busses and school age drivers to an already overwhelmed system. There are numerous other land site options within Marion County for this project.

In closing I additionally feel inadequate notice was distributed in reference to this meeting and this project to the residents of Summer Glen and the surrounding communities that will be impacted.
Most of my neighbors said they received no notice unless your property directly bordered the PUD by 300 feet.

The effect this project will have should be fully investigated by the appropriate agency prior to approving development. I urge you to disapprove this project until further consideration and study is given, and more impact statements can be submitted.

I know my opinions are shared by many who have not managed to attend this meeting or yet write letters and emails. Thank you for your continued service and support of our communities.

Respectfully,

Debra Cressey within 300'

1510 SW 152nd Place, Ocala FL 34473

Reginald & Patricia Cressey

15180 SW 14th Avenue Road, Ocala FL 34473

Soucey, Stephanie

From: Bryant, Kathy
Sent: Monday, April 26, 2021 8:49 AM
To: Griffis, Nadja
Subject: FW: Board Proposal Comments

Follow Up Flag: Follow up
Flag Status: Completed

~ Nadja

Nadja M. Griffis
Executive Assistant to Commission
Marion County Board of County Commission
601 SE 25ih Ave.
Ocala, FL 34471
352-438-2323
352-438-2324 (f)
www.marionfl.org

Please note, the Marion County Board of County Commissioners' website has moved. The new web address (and ending to our emails) is now marionfl.org. Please update your bookmark and contacts as necessary. If you have any questions related to this change, please contact Marion County Public Relations at 352-438-2300.

From: noreply@marionfl.org <noreply@marionfl.org>
Sent: Saturday, April 24, 2021 10:47 AM
To: Bryant, Kathy <Kathy.Bryant@marionfl.org>
Subject: Board Proposal Comments

Message submitted from the <Marion County, FL> website.

Site Visitor Name: Roger Wright
Site Visitor Email: roger.wright@gmail.com

As residents of SummerGlen in southwest Ocala, my wife and I are very concerned about recent reports that a developer has requested the parcel, once the Purple Carrot Farm, be rezoned to a PUD (Planned Unit Development). The parcel is 221+ acres bordering SummerGlen and Marion Oaks along SW 20th Avenue Road. We understand the proposal requests 788-980 residential units with singe family, multi plex units and three story apartments.

We realize the benefit in increasing the tax base for the county, but the negative impact on the lives of existing residents, as well as those travelling in the area, and the necessary infrastructure requirements and costs make

the proposal before the board an undesirable choice for many reasons.

Such development would push the population density far beyond what the area road system can reasonably handle. The intersection of SR484 and I75 is slated to begin soon and will take 2-3 years. Although needed, this construction will be a major disruption for an already heavily congested area road system. In addition, SW 20th Avenue Road, the two mile corridor to and from SummerGlen is only a two-lane road, without shoulders or lighting. It is also impacted by large semi-truck traffic leaving from the nearby Pilot station. The increased population residing in 1000 or more family residences traveling this road would triple or quadruple its utilization in short order. In conjunction with the SR484 intersection construction, this is not going to be a well-thought out plan with a negative impact lasting for years.

We would suggest that another age-restricted community similar to SummerGlen or others in the Ocala area, may be a better consideration for this parcel. This would lessen the traffic burden in the area (older residents do not need to drive as often) while still providing a stream of development and property taxes.

Thank you for your time and commitment to serve your constituents.

Soucey, Stephanie

From: Bryant, Kathy
Sent: Monday, April 26, 2021 1:19 PM
To: Griffis, Nadja
Subject: FW: Email contact from Marion County, FL

~ Nadja

Nadja M. Griffis
Executive Assistant to Commission
Marion County Board of County Commission
601 SE 25th Ave.
Ocala, FL 34471
352-438-2323
352-438-2324 (f)
www.marionfl.org

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From: noreply@marionfl.org <noreply@marionfl.org>
Sent: Monday, April 26, 2021 11:38 AM
To: Bryant, Kathy <Kathy.Bryant@marionfl.org>
Subject: Email contact from Marion County, FL

Message submitted from the <Marion County, FL> website.

Site Visitor Name: Gary Mathews
Site Visitor Email: gam_sta47@msn.com

Kathy, I live in SG an remember years ago the developer at the purple carrot tried to build houses but the road issue came up then and the availability of a back entrance like we have. I am not opposed to people developing their land but it must be done in a manner is not to adversity affect the other surrounding residents in our development and down the road from us the traffic will be horrendous because the need for four-lane road. I hope the commission, Votes this down,Till the road issue can be resolved. Thank you very much. Gary

Soucey, Stephanie

From: Bryant, Kathy
Sent: Monday, April 26, 2021 8:48 AM
To: Griffis, Nadja
Subject: FW: Proposed development on 20th Ave Rd 34473

Follow Up Flag: Follow up
Flag Status: Completed

~ Nadja

Nadja M. Griffis
Executive Assistant to Commission
Marion County Board of County Commission
601 SE 25th Ave.
Ocala, FL 34471
352-438-2323
352-438-2324 (f)
www.marionfl.org

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From: noreply@marionfl.org <noreply@marionfl.org>
Sent: Sunday, April 25, 2021 6:25 PM
To: Bryant, Kathy <Kathy.Bryant@marionfl.org>
Subject: Proposed development on 20th Ave Rd 34473

Message submitted from the <Marion County, FL> website.

Site Visitor Name: NANCY C WALKER
Site Visitor Email: ncwalker306@gmail.com

Hello,
I am writing in reference of the proposed development of homes and apartments on 20th Ave Rd near Summerglen 55+ community. This land should be rezoned agricultural. 20th Ave Rd is a 2 lane road to get to Summerglen. We already have semi trucks coming out of the back of the truck stop clogging and tearing up our road. Often, it takes quite some time for residents to get to the red light at 484. With the upcoming work at I75 at 484 it will be extremely difficult to navigate. There is already increased traffic with new building within Marion Oaks and the new dollar tree warehouse. This road cannot take anymore traffic. I am asking that you decline any proposed community on 20th Ave Rd.

Thank you for your consideration.
Nancy Walker

Soucey, Stephanie 2105022

From: Griffis, Nadja
Sent: Friday, April 23, 2021 4:46 PM
To: Soucey, Stephanie; Burgess, Mary Elizabeth
Subject: FW: *NEW SUBMISSION* Contact us - Commissioners

~ Nadja

Nadja M. Griffis
Executive Assistant to Commission
Marion County Board of County Commission
601 SE 25th Ave.
Ocala, FL 34471
352-438-2323
352-438-2324 (f)
www.marionfl.org

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From: Marion County, FL website <noreply@marionfl.org>
Sent: Friday, April 23, 2021 4:06 PM
To: County Commissioners <CountyCommissioners@marionfl.org>
Subject: *NEW SUBMISSION* Contact us - Commissioners

Contact us - Commissioners

Submission #:	895239
IP Address:	68.202.166.181
Submission Date:	04/23/2021 4:05
Survey Time:	17 minutes, 55 seconds

You have a new online form submission.
Note: all answers displaying "*****" are marked as sensitive and must be viewed after your login.

Email your comments, questions, and suggestions.

You can use this form to email your comments or notify us of any concerns which you may have. Please enter a valid email address where we may contact you. If you do not wish to be contacted via email, you may include your address and phone number in the comments area. Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, please do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Email address

suz3411@yahoo.com no name / no address

Comments

I understand The Board of Commissioners will be meeting April 26, 2021 to conduct a public hearing for rezoning. This property is on SW 20th Ave. RD. and borders SummerGlen Development. My concern, with the addition of 900+ housing units, is the impact on SW 20th Ave Rd. This road is shared with the very busy truck stop at the Pilot Station. All semi trucks exit onto SW 20th and do not safely navigate the tricky turn on this road up to SR 484. Please consider the increased traffic hazard.

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Thank you,
Marion County, FL

This is an automated message generated by the Vision Content Management System™. Please do not reply directly to this email.

Soucey, Stephanie

215022

From: Marion County, FL website <noreply@marionfl.org>
Sent: Friday, April 23, 2021 5:45 AM
To: County Commissioners
Subject: *NEW SUBMISSION* Contact us - Commissioners

Follow Up Flag: Follow up
Flag Status: Completed

Contact us - Commissioners

Submission #:	894234
IP Address:	97.102.52.246
Submission Date:	04/23/2021 5:45
Survey Time:	15 seconds

You have a new online form submission.
Note: all answers displaying "*****" are marked as sensitive and must be viewed after your login.

Email your comments, questions, and suggestions.

You can use this form to email your comments or notify us of any concerns which you may have. Please enter a valid email address where we may contact you. If you do not wish to be contacted via email, you may include your address and phone number in the comments area. Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, please do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Email address

sag3491@yahoo.com no name,

Comments no address

Dear Board of Commissioners This letter is in response to your upcoming consideration of adding 1000-2000 new residents off of 20th Ave Road. How could you even think about adding that many new residents into a death trap with only one way in and out that is already JAMMED with traffic that comes to a stand still from 8-9AM and again from 2:30-6PM EVERY week day!!?? I live off of 20th Ave Road, there is only one entrance and one exit – 20th Ave Rd! I have sat thru at least 5 lights to make a rig

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Thank you,
Marion County, FL

This is an automated message generated by the Vision Content Management System™. Please do not reply directly to this email.

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3057 **Agenda Date:** 5/18/2021 **Agenda No.:** 15.3.2.

SUBJECT:
210512Z - Flying Eagle Resources, LLC. Ursula Henning, R-1 to R-2, 35.07 Acres (Will be Withdrawn by the Applicant)

INITIATOR:
Mary Elizabeth Burgess, Director

DEPARTMENT:
Growth Services

DESCRIPTION/BACKGROUND:
210512Z - Flying Eagle Resources, LLC, c/o Ursula Henning, 150 SE 2nd Avenue, Suite 304, Miami, FL 33131, request a Zoning Change, Articles 2 and 4, of the Marion County Land Development Code, from R-1 (Single Family Dwelling) to R-2 (One and Two-Family Dwelling), for all uses permitted, including a 140 unit residential development, on approximately 35.07 Acres, on Parcel Account Number 37515-000-11.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Both Staff and the P&Z Commission Recommend Denial

Marion County Board of County Commissioners

Date: 5/4/2021	P&Z: 4/26/2021 BCC: 5/18/2021

Item Number
210512Z

Type of Application
Rezoning

Request
Applicant requests the current zoning of R-1 be changed to R-2.

Owner/ Applicant
Flying Eagle Resources LLC

Agent
MacKay, David

Parcel #/Acreage
37515-000-11/35.07

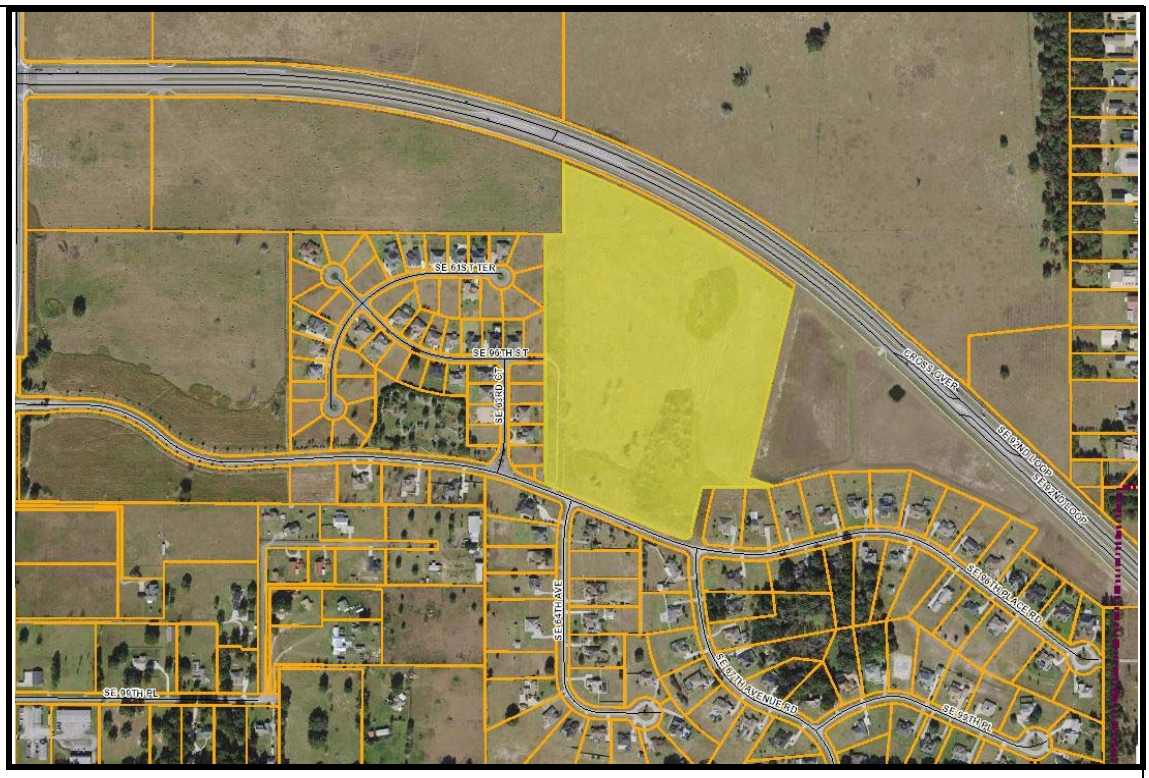
Future Land Use
Medium Density Residential

Existing Zoning
R-1: Single Family Residential

Staff Recommendation
Denial

P&Z Recommendation:
Denial

Project Planner
Kenneth Odom, Transportation Planner



Item Summary

Staff is recommending **Denial** of the rezoning of this property from R-1: Single Family Residential to R-2: One & Two Family Dwelling.

Public Notice

Notice of public hearing was mailed to 33 property owners within 300 feet of the subject property. Letters were received from 13 of the 33 property owners within 300 feet (42%). 55 letters in opposition were received from property owners outside of 300 feet.

Location

The subject parcel is located generally northeast of the City of Belleview, south of Silver Springs Shores, east of SR 35, between SE 92nd Loop and SE 96th Place Road.

The following table summarizes adjacent future land use designations, zoning districts and existing uses:

Additional Information
N/A

Comprehensive Plan Amendment:
N/A

Code Case: None

ADJACENT PROPERTY CHARACTERISITICS			
Direction of Adjacency	**Future Land Use Designation**	**Zoning**	**Existing Use/MCPA Property Class**
North	Medium Density Residential	R-1 Single-Family Dwelling	(60-65) Grazing
South	Medium Density Residential	R-1 Single-Family Dwelling	(01) Improved Residential
East	Medium Density Residential	R-1 Single-Family Dwelling	(01) Improved Residential
West	Medium Density Residential	R-1 Single-Family Dwelling	(01) Improved Residential

Request

The applicant is requesting that the property be rezoned from R-1: Single Family Development to R-2: One and Two-Family Dwelling. The applicant is proposing to rezone the subject parcel in order to develop work force housing with two-family duplex style homes at four dwelling units per acre. Staff have discussed the additional considerations that are necessary when constructing two-family homes with the agent for the applicant.

A significant concern for the proposed development that is proposed to be constructed is that setbacks must be maintained for all structures just as in any other type of zoning. Multi-family homes are two homes joined by at least one common wall. Two owners for two dwelling units contained in one building does not adhere to the Land Development Code because share of a common wall does not observe required setbacks if each owner is intended to also own the land associated with each dwelling unit. It can be handled in one of two ways. 1) The development is not subdivided into separate parcels which would necessitate that the entire property is managed through a commercial entity or a Home Owner's Association or 2) One owner would be required to purchase two dwelling units, contained in one building. If two dwelling units are marketed to individual owners, the duplex buildings could be located on individual parcels where setbacks could be observed.

After correspondence with the applicant, it has been determined that duplex homes are intended to be marketed to individual owners who will own both units in each individual building. This would allow for one structure to be located on one parcel which would allow for observance of setbacks. However, this arrangement would culminate in one of two outcomes. 1) Individual owners

living in one dwelling unit and renting the other, or 2) the individual owners would be renting both individual dwelling units.

Analysis

In reaching its decision, the Board of County Commissioners will find:

a. **Granting the proposed Zoning change will adversely affect the public interest.** Single family homes already exist to the west and south in the Golf Park–Unit 1 development and to the west in the Fountains at Golf Park development. Single family homes are also planned for the R-1 zoned parcel to the north of the subject parcel which is also owned by Golf Park LLC. While multi-family housing is needed within Marion County, a duplex style development to provide work force housing, which would include rentals properties, is not consistent with the R-1: Single Family Residential development that has already been established in the immediate area. The proposed rezoning could adversely affect the public interest.

b. **The proposed Zoning Change is consistent with the current Comprehensive Plan.** The FLU Map 1: Marion County 2035 Future Land Use Map of the Comprehensive Plan designates this property as Medium Density Residential. The proposed rezoning is consistent with the Comprehensive Plan.

c. **The proposed Zoning Change is not compatible with land uses in the surrounding area.** The site is Medium Density Residential surrounded by Medium Density Residential with some High Density Residential to the northwest. The proposed residential zoning is consistent with Medium Density Residential, but construction of Two-Family Dwellings, which would necessitate at least some the dwelling units to be marketed as work force rental properties, is not compatible with established land uses that already exist in the area.

Utilities

The subject parcel lies within the water and sewer service area of the City of Belleview. Any development of the subject parcel will be required to hook up those services. The subject parcel lies within the service area of Duke Energy Company.

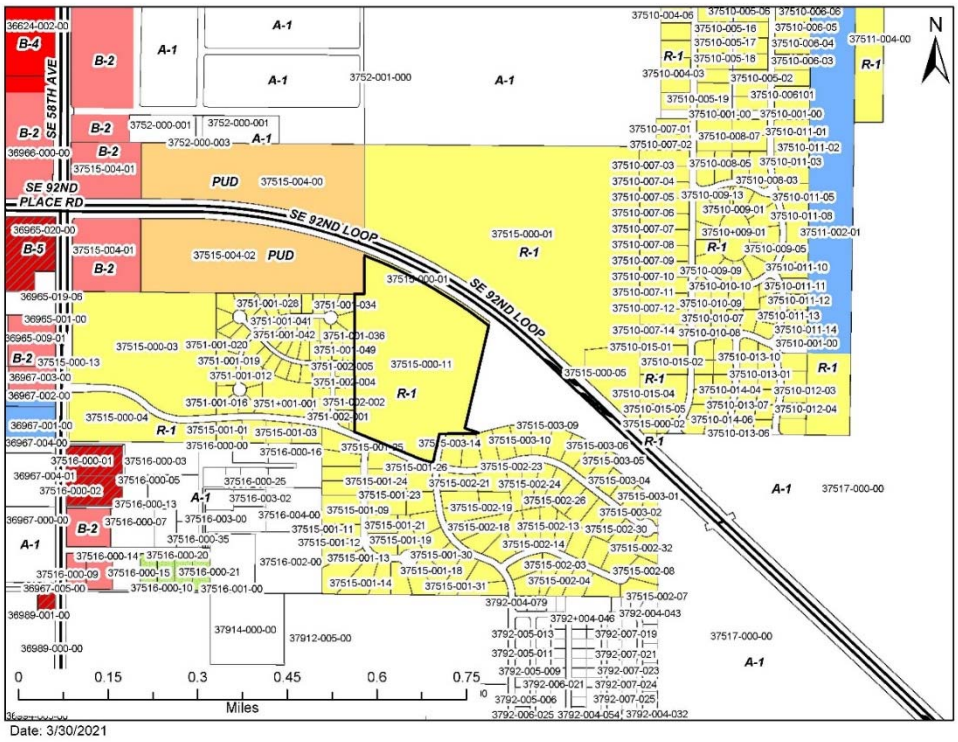
Staff Recommendation:

Denial

The proposed R-2: One and Two Family Dwelling is not compatible with the surrounding R-1: Single Family Residential

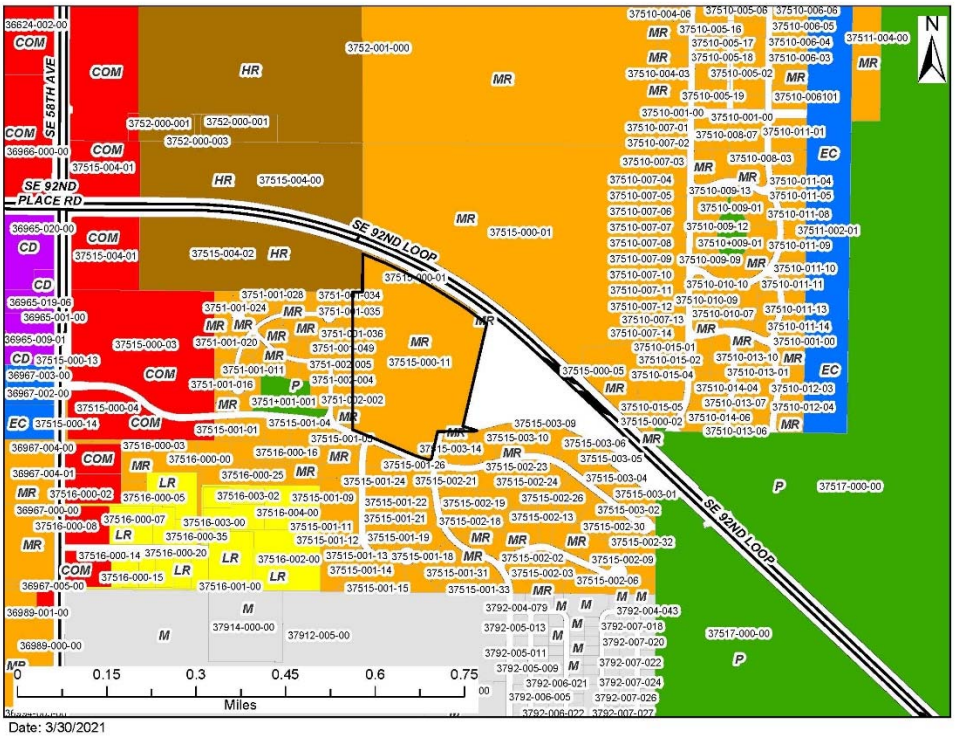
Zoning

R-1: Single Family Residential surrounded by R:1 Single Family Residential and some PUD to the northwest.



Land Use

Applicant's parcel is designated as Medium Density Residential and is surrounded by Medium Density Residential with some High Density Residential to the northwest.



Date: 3/30/2021

Photos

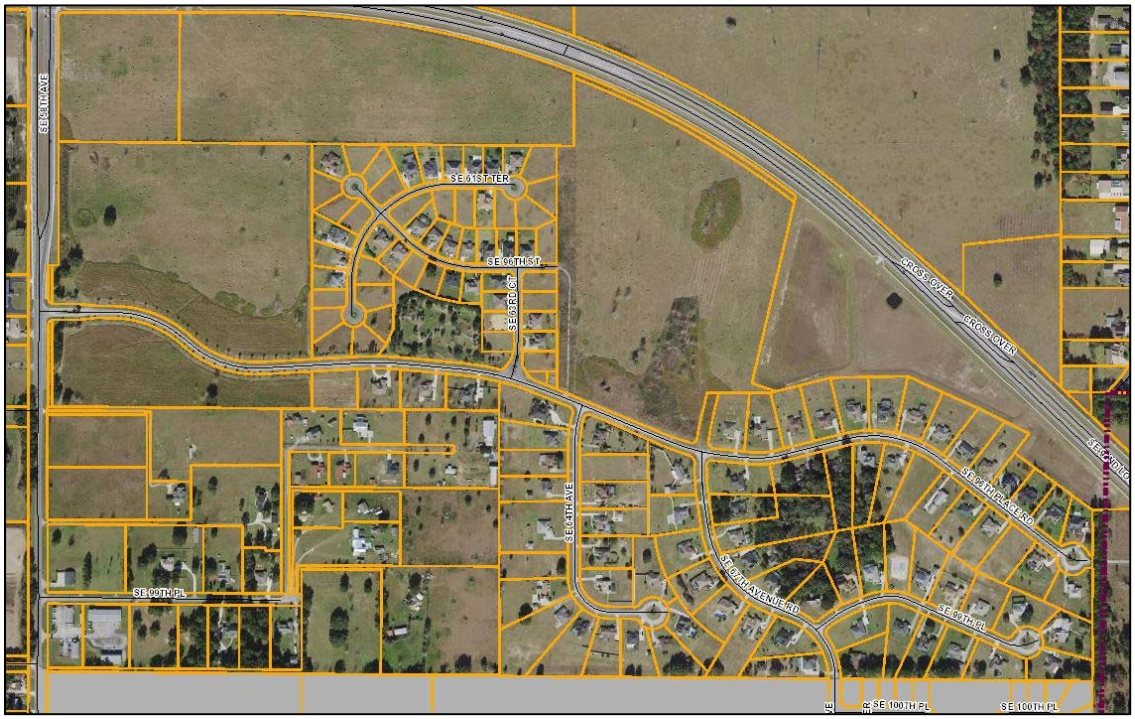


Golf Park-Unit 1: South of the Subject Parcel
Golf Park-Unit 1: East of the Subject Parcel





Fountains at Gold Park: West of the Subject Parcel



Baseline Ranchettes/Fountains at Golf Park/Golf Park-Unit 1



Looking West from North Side



Looking North from Central Parcel

Aerial: 210512Z

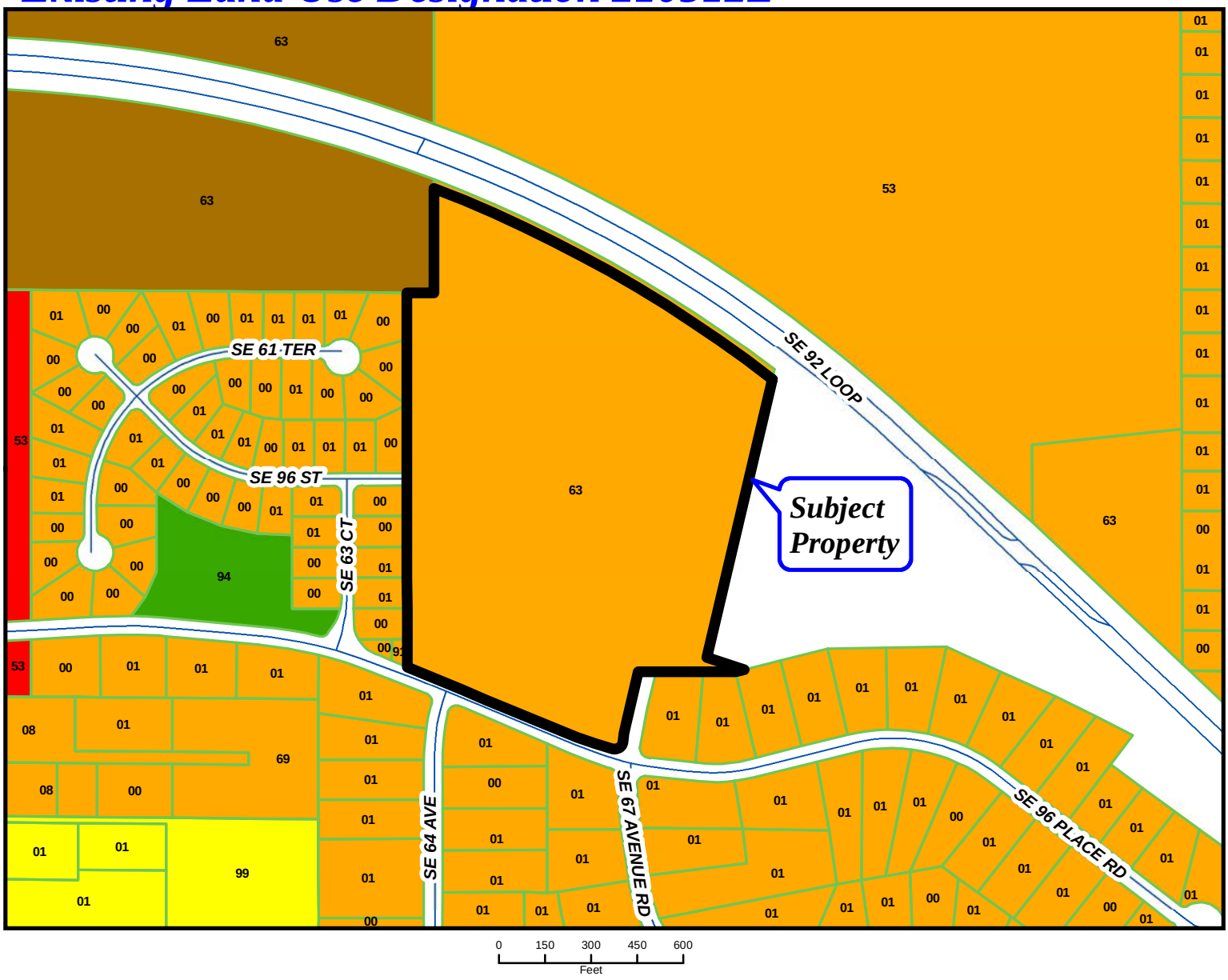


N

0 150 300 450 600
Feet

1372

Existing Land Use Designation 210512Z



Use per MC Property Appraiser	
01	Single Family Res
50-69/99	Agricultural
00/10/40/70	Vacant
71	Church
02	Mobile Home
06-07/11-39	Commercial
41-49	Industrial
83-98	Public
82	Recreation
03-05/08	Multi-Family
77	Club/Lodge/Union Hall

OWNER(S): Flying Eagle Resources, LLC, - c/o Ursula Henning

AGENT: David L. MacKay, Attorney

PARCEL(S): 37515-000-11

All provided GIS data is to be considered a generalized spatial representation, which is subject to revisions. The feature boundaries are not to be used to establish legal boundaries. For specific visual information, contact the appropriate county department or agency. The information is provided visual representation only and is not intended to be used as legal or official representation of legal boundaries.

Legend

- All Amendments
- **Policy 1.20**
- Rural Land (1 du/10 ac)
- Low Residential (0 - 1 du/ac)
- Medium Residential (1 - 4 du/ac)
- High Residential (4 - 8 du/ac)
- Farmland Preservation Area
- Urban Residential (8 - 16 du/ac)
- Rural Activity Center (0 - 2 du/ac; FAR 0.35)
- Rural Community (0 - 3 du/ac; FAR 0.70)
- Commercial (0 - 6 du/ac; FAR 1.0)
- Environmentally Sensitive Overlay Zone (ESOZ)
- Employment Center (0 - 12 du/ac; FAR 2.0)
- Commerce District (N/A; FAR 2.0)
- Public (N/A; FAR 1.0)
- Preservation (N/A; N/A)
- Municipality

#2105123
AR#: 26365
PA#: 37515-000-11

Marion County
Board of County Commissioners
Growth Services ▪ Planning & Zoning
2710 E. Silver Springs Blvd.
Ocala, FL 34470
Phone: 352-438-2675
Fax: 352-438-2676

APPLICATION FOR REZONING

Application No.: #2105123

The undersigned hereby requests a zoning change of the Marion County Land Development Code, Article 4, Zoning, on the below described property and area, from R-1 to R-2, for the intended use of:

residential development - 140 units

Legal description: (please attach a copy of the deed and location map)

Parcel account number(s): 37515-000-11

Property dimensions: per deed **Total acreage:** 35.07 35.95 PA acres.

Directions: East on Maricamp Rd.; South on Baseline Rd.; turn left at SE 92nd Place Rd. Propert is on the left approx. one-half mile to vacant land across from SE 64th Avenue

The property owner must sign this application unless he has attached written authorization naming an agent to act on his/her behalf.

Flying Eagle Resources, LLC c/o Ursula Henning, mgr.	David L. MacKay, Attorney
Property owner name (please print)	**Applicant or agent name (please print)**
150 SE 2nd Ave., STE 304	2801 SW College Rd. STE 9
Mailing address	**Mailing address**
Miami, FL 33131-1507	Ocala, FL 34474
City, state, zip code	**City, state, zip code**
786-3252149	352-237-3800 davidc@mackaylaw.us
Phone number (please include area code)	**Phone number (please include area code)**
Signature	David L. MacKay 3-3-2021 **Signature**

Please note: the zoning change will not become effective until 14 days after a final decision is made by the Marion County Board of County Commissioners. The owner, applicant or agent is encouraged to attend the public hearing where this application will be discussed. If no representative is present and the board requires additional information, the request may be postponed or denied. Notice of said hearing will be mailed to the above-listed address(es). All information given by the applicant or agent must be correct and legible to be processed. The filing fee is $1,000.00, and is non-refundable. For more information, please contact the Zoning Division at 352-438-2675.

****

FOR OFFICE USE ONLY

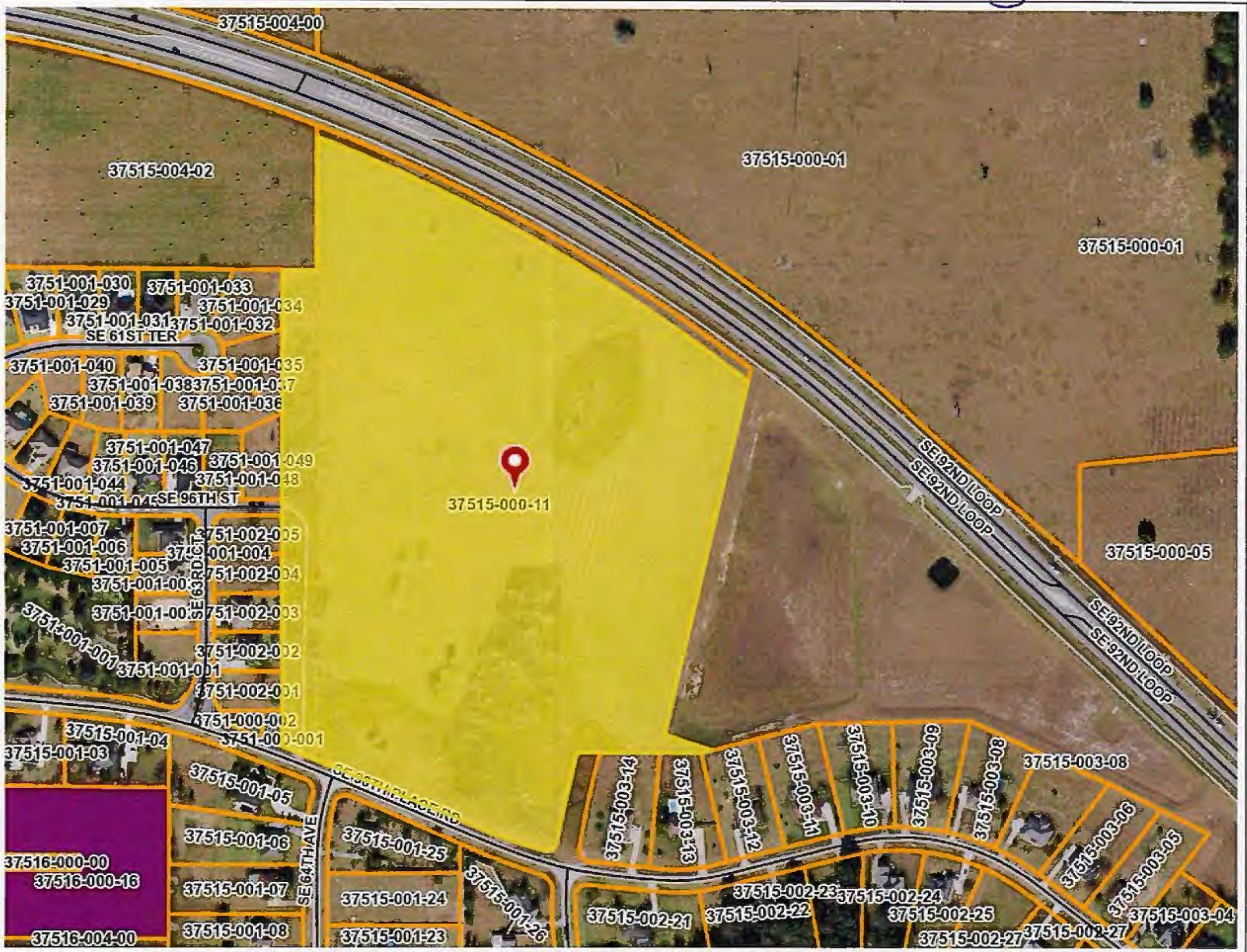
RECEIVED BY: EM **DATE:** 3/3/2021 **ZONING MAP NO.:** 235 Rev. 01/11/2021

med. density
cell 37547-6338

prj. 2014 04 0026
AR 26365

Sec. 19-16-23

Marion County | Growth Services Viewer | Map Title #210523





Legend

- Urban Growth Boundary
- Address Search Results
- Streets
- Parcels
- Environmentally Sensitive Ove
- Family Divisions
- Municipalities
- Marion County

1: 4,571

1 in = 0.07 Miles

N W E S

Notes

Creation Date: 3/4/2021

0.1 0 0.07 0.1 Miles

Projected Coordinate System: NAD_1983_StatePlane_Florida_West_FIPS_0902_Feet

Created By:

This map was produced by a Marion County employee using an online internal mapping viewer. All GIS features provided through the Marion County online internal mapping viewer are to be considered a generalized spatial representation which is subject to revisions. The GIS features shown hereon are not to be used as legal descriptions. For confirmation of details related to the GIS features, please contact the appropriate department or constitutional office.

Marion County Property Appraiser - Beta Map It+
Last Updated: 02/19/2021



TO : MARION COUNTY PLANNING & ZONING DIVISION,

LETTER OF OBJECTION :

We are writing to object to a notice dated April 09, 2021 referring to property Zoning change listed :

Agenda #210512Z

Parcel #37515-000-11

There is absolutely no basis for the changes from R-1 to R-2(two family dwelling). That will only affects the value of our property and increases traffic congestion to our neighborhood.

We appreciate your consideration to block the request of such changes.

Thank you,

Lee Hubbard

Parcel : # 37515-003-12 inside 600'

Name : LEE & ROSITA HUBBARD

Address : 6659 S.E. 96th PL.RD.
BELLEVIEW, FL. 34420

Date : 4/21/2021

Soucey, Stephanie

From: Jorge Castro <jorgecastro62@hotmail.com>
Sent: Thursday, April 15, 2021 6:45 PM
To: Marion County Zoning
Subject: 210512Z / Public Hearing on 4/26/21 for zoning change to R-2/ PARCEL 37515-000-11

To whom it may concern,
This is to submit my OBJECTION to zoning from R-1 to R-2 agenda item number I believe is 210512Z.

My name is Jorge Castro
1701 SW 10 Street Miami FL 33135 inside 300'

and I own;

Sec 19 TWP 16 RGE 23 PLAT BOOK
009 PAGE 007 FOUNTAINS AT GOLF PARK BLK A LOT 35

Thank you.

Petitions from Fountains of Golf Park

4/23/21

RECEIVED

APR 23 2021

MC GROWTH SERVICES

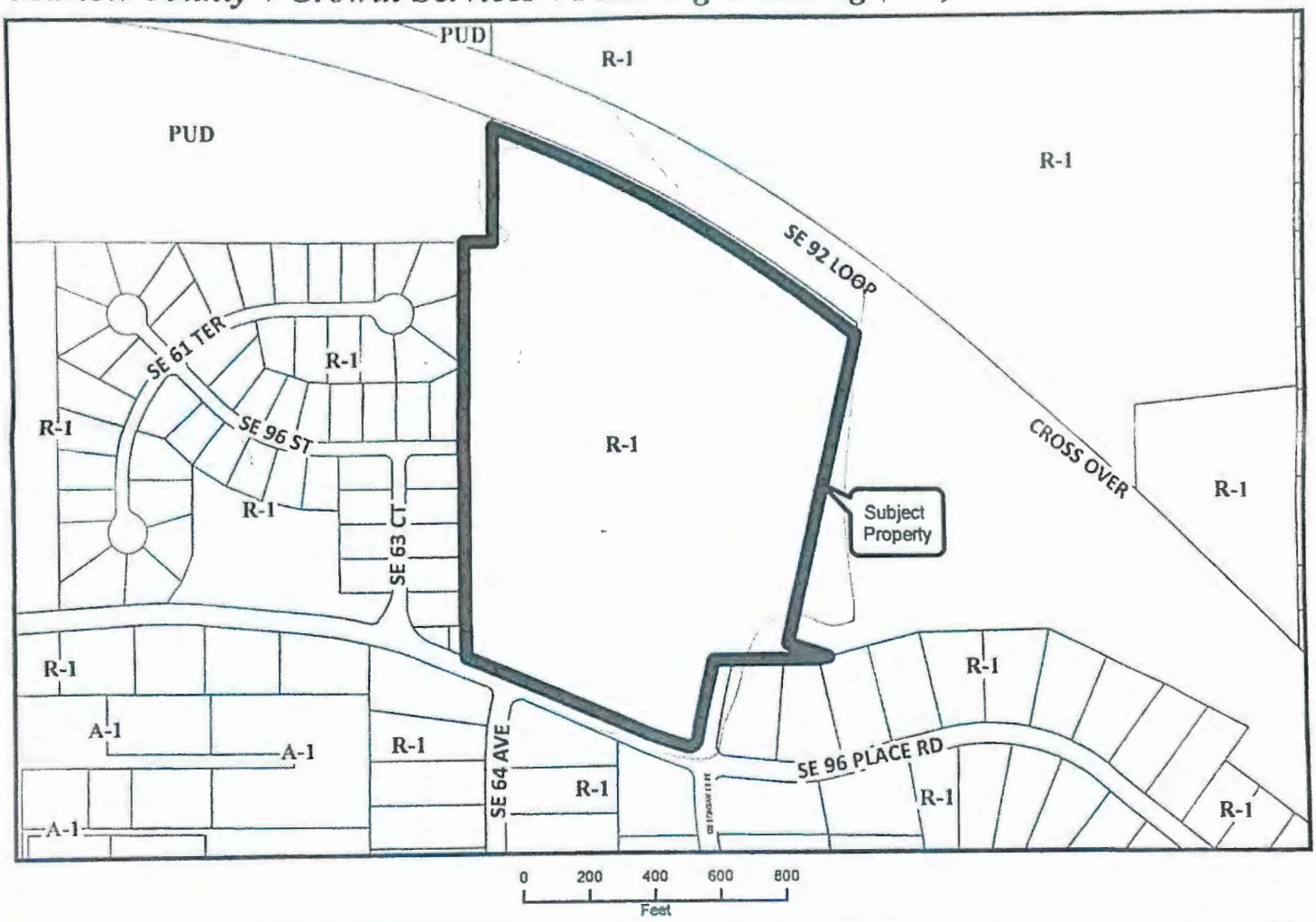
Delivered by

30 of 54 Lots

210512Z

Public Notification For: ZONING CHANGE

Marion County ♦ Growth Services ♦ Planning & Zoning (352) 438-2675



First Public Hearing:
Planning and Zoning Comm.
04/26/2021 @ 5:30 pm

Second Public Hearing:
Board of County Commissioners
05/18/2021 @ 2:00 pm

Public Hearing Location:
601 SE 25th AVE, Ocala, FL 34471

Owner(s): Flying Eagle Resources, LLC, - c/o Ursula Henning

Agent: David L. MacKay, Attorney

Location: No physical address assigned.

Acreage: 35.07 +/-

Zone(s): R-1, Single Family Dwelling

Parcel(s): 37515-000-11

Request Descriptions:

To R-2, One and Two-Family Dwelling, for all permitted uses.

Letter

Inside 300'

PETITION FOR ZONING CHANGE ON PARCEL #37515-000-11 R-1 TO R-2 (ONE & 2 FAMILY DWELLING for all permitted users)

Owner: FLYING EAGLES RESOURCES, LLC - C/O URSULA HENNING

I(WE), Debra McQueen

RESIDING AT THE NEIGHBORING FOUNTAINS AT GOLF PARK -

9458 SE 63rd ct

BELLEVIEW, FL 34420

PROPERTY # A-2

ARE AGAINST THIS ZONING CHANGE:(Initial) DM

IN FAVOR OF THIS ZONING CHANGE:(Initial)_____

INDECISIVE OF THE zONING CHANGE:(Initial)_____

(Print Name) Debra McQueen

(Signature) Debra McQueen

Letter
Inside 300'

PETITION FOR ZONING CHANGE ON PARCEL #37515-000-11 R-1 TO R-2 (ONE & 2 FAMILY DWELLING for all permitted users)

Owner: FLYING EAGLES RESOURCES, LLC - C/O URSULA HENNING

I(WE), Christopher Mann

RESIDING AT THE NEIGHBORING FOUNTAINS AT GOLF PARK -

9644 SE 63rd court

BELLEVIEW, FL 34420

PROPERTY # A03

ARE AGAINST THIS ZONING CHANGE:(Initial) [signature]

IN FAVOR OF THIS ZONING CHANGE:(Initial)_____

INDECISIVE OF THE zONING CHANGE:(Initial)_____

(Print Name) Christopher Mann

(Signature) [signature]

Outside City

PETITION FOR ZONING CHANGE ON PARCEL #37515-000-11 R-1 TO R-2 (ONE & 2 FAMILY DWELLING for all permitted users)

Owner: FLYING EAGLES RESOURCES, LLC - C/O URSULA HENNING

I(WE), Roman Radon

RESIDING AT THE NEIGHBORING FOUNTAINS AT GOLF PARK -
6210 SE 96th Street

BELLEVIEW, FL 34420

PROPERTY # A05

ARE AGAINST THIS ZONING CHANGE:(Initial)

IN FAVOR OF THIS ZONING CHANGE:(Initial)_____

INDECISIVE OF THE zONING CHANGE:(Initial)_____

(Print Name) Roman Radon

(Signature)

no address

PETITION FOR ZONING CHANGE ON PARCEL # *37515-000 R-1 TO R-2(ONE & 2 FAMILY DWELLING* for all permitted users) Owner: Flying Eagles Resources, LLC - c/o Ursula Henning

AGENDA ITEM # 210512Z

I(WE), Szkudlarek

RESIDING AT THE NEIGHBORING COMMUNITY, FOUNTAINS AT GOLF PARK

(Address)_____

BELLEVIEW, FL 34420

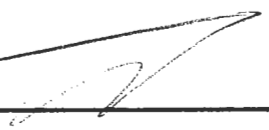
PROPERTY# A07

***Are AGAINST this zoning change*(Initials)** TS

In Favor of this zoning change(initials)_____

Indecisive of this zoning change(initials)_____

NAME(printed) Thad Szkudlarek

SIGNATURE 

outside gate

PETITION FOR ZONING CHANGE ON PARCEL #37515-000-11 R-1 TO R-2 (ONE & 2 FAMILY DWELLING for all permitted users)

Owner: FLYING EAGLES RESOURCES, LLC - C/O URSULA HENNING

I(WE), Jessica Taylor

RESIDING AT THE NEIGHBORING FOUNTAINS AT GOLF PARK -
10202 SE 96th St

BELLEVIEW, FL 34420

PROPERTY # A8

ARE AGAINST THIS ZONING CHANGE:(Initial)

IN FAVOR OF THIS ZONING CHANGE:(Initial)_____

INDECISIVE OF THE zONING CHANGE:(Initial)_____

(Print Name) Jessica Taylor

(Signature) Jessica Taylor, APRN

Outside 300'

PETITION FOR ZONING CHANGE ON PARCEL #37515-000-11 R-1 TO R-2 (ONE & 2 FAMILY DWELLING for all permitted users)

Owner: FLYING EAGLES RESOURCES, LLC - C/O URSULA HENNING

I(WE), Lovie & Wendy Mazzuoccdo

RESIDING AT THE NEIGHBORING FOUNTAINS AT GOLF PARK -
6244 SE 96th ST

BELLEVIEW, FL 34420

PROPERTY # A9

ARE AGAINST THIS ZONING CHANGE:(Initial) We

IN FAVOR OF THIS ZONING CHANGE:(Initial)_____

INDECISIVE OF THE zONING CHANGE:(Initial)_____

(Print Name) WENDY MAZZUOCCOLO

(Signature) _____

outside 300'

PETITION FOR ZONING CHANGE ON PARCEL #37515-000-11 R-1 TO R-2 (ONE & 2 FAMILY DWELLING for all permitted users)

Owner: FLYING EAGLES RESOURCES, LLC - C/O URSULA HENNING

I(WE), Huizenga

RESIDING AT THE NEIGHBORING FOUNTAINS AT GOLF PARK -

6226 SE 96th St

BELLEVIEW, FL 34420

PROPERTY # A10

ARE AGAINST THIS ZONING CHANGE:(Initial) NJH

IN FAVOR OF THIS ZONING CHANGE:(Initial)_____

INDECISIVE OF THE zONING CHANGE:(Initial)_____

(Print Name) Nicholas Huizenga

(Signature) N.H

Outside 300'

PETITION FOR ZONING CHANGE ON PARCEL #37515-000-11 R-1 TO R-2 (ONE & 2 FAMILY DWELLING for all permitted users)

Owner: FLYING EAGLES RESOURCES, LLC - C/O URSULA HENNING

I(WE), Elisa Goldberg

RESIDING AT THE NEIGHBORING FOUNTAINS AT GOLF PARK -

9652 SE 61st Ter

BELLEVIEW, FL 34420

PROPERTY # A18

ARE AGAINST THIS ZONING CHANGE:(Initial) EG

IN FAVOR OF THIS ZONING CHANGE:(Initial)_____

INDECISIVE OF THE zONING CHANGE:(Initial)_____

(Print Name) Elisa Goldberg

(Signature) E Goldberg

outside 300'

PETITION FOR ZONING CHANGE ON PARCEL #37515-000-11 R-1 TO R-2 (ONE & 2 FAMILY DWELLING for all permitted users)

Owner: FLYING EAGLES RESOURCES, LLC - C/O URSULA HENNING

I(WE), GEORGE R. MARTIN

RESIDING AT THE NEIGHBORING FOUNTAINS AT GOLF PARK -

9648 SE 61ST TERRACE

BELLEVIEW, FL 34420

PROPERTY # A19

ARE AGAINST THIS ZONING CHANGE:(Initial) GRM

IN FAVOR OF THIS ZONING CHANGE:(Initial)_____

INDECISIVE OF THE zONING CHANGE:(Initial)_____

(Print Name) GEORGE R. MARTIN

(Signature) G R. Mt

outside zone

PETITION FOR ZONING CHANGE ON PARCEL #37515-000-11 R-1 TO R-2 (ONE & 2 FAMILY DWELLING for all permitted users)

Owner: FLYING EAGLES RESOURCES, LLC - C/O URSULA HENNING

I(WE), Todd & Debbie Basso

RESIDING AT THE NEIGHBORING FOUNTAINS AT GOLF PARK -
9628 SE 61ST Terrace

BELLEVIEW, FL 34420

PROPERTY # AZO

ARE AGAINST THIS ZONING CHANGE:(Initial) X TB

IN FAVOR OF THIS ZONING CHANGE:(Initial)_____

INDECISIVE OF THE zONING CHANGE:(Initial)_____

(Print Name) Todd C. Basso

(Signature) Todd Basso

Outside pool

PETITION FOR ZONING CHANGE ON PARCEL #37515-000-11 R-1 TO R-2 (ONE & 2 FAMILY DWELLING for all permitted users)

Owner: FLYING EAGLES RESOURCES, LLC - C/O URSULA HENNING

I(WE), Karl Otten

RESIDING AT THE NEIGHBORING FOUNTAINS AT GOLF PARK -

BELLEVIEW, FL 34420

PROPERTY # 6145 SE 96TH ST (ADJ

ARE AGAINST THIS ZONING CHANGE:(Initial) KO 2HO

IN FAVOR OF THIS ZONING CHANGE:(Initial)_____

INDECISIVE OF THE zONING CHANGE:(Initial)_____

(Print Name) KARL OTTEN

(Signature) Karl Otten

outside zoning

PETITION FOR ZONING CHANGE ON PARCEL #37515-000-11 R-1 TO R-2 (ONE & 2 FAMILY DWELLING for all permitted users)

Owner: FLYING EAGLES RESOURCES, LLC - C/O URSULA HENNING

I(WE), Ken + Kathy Mitchell

RESIDING AT THE NEIGHBORING FOUNTAINS AT GOLF PARK -
6152 SE 96 Ct

BELLEVIEW, FL 34420

PROPERTY # A-25

ARE AGAINST THIS ZONING CHANGE:(Initial) K.M. K.M

IN FAVOR OF THIS ZONING CHANGE:(Initial)_____

INDECISIVE OF THE zONING CHANGE:(Initial)_____

(Print Name) Ken + Kathy Mitchell

(Signature) Kenneth + Kathy Mitchell

outside 300'

PETITION FOR ZONING CHANGE ON PARCEL #37515-000-11 R-1 TO R-2 (ONE & 2 FAMILY DWELLING for all permitted users)

Owner: FLYING EAGLES RESOURCES, LLC - C/O URSULA HENNING

I(WE), Monica Centonze

RESIDING AT THE NEIGHBORING FOUNTAINS AT GOLF PARK -
9570 SE 61 Terr Belleview FL 34420

BELLEVIEW, FL 34420

PROPERTY # A29

ARE AGAINST THIS ZONING CHANGE:(Initial) X MC

IN FAVOR OF THIS ZONING CHANGE:(Initial)_____

INDECISIVE OF THE zONING CHANGE:(Initial)_____

(Print Name) Monica Centonze

(Signature) MC

outside 300'

PETITION FOR ZONING CHANGE ON PARCEL #37515-000-11 R-1 TO R-2 (ONE & 2 FAMILY DWELLING for all permitted users)

Owner: FLYING EAGLES RESOURCES, LLC - C/O URSULA HENNING

I(WE), Joshua & Laura Moore

RESIDING AT THE NEIGHBORING FOUNTAINS AT GOLF PARK -

9558 SE 161st Terrace

BELLEVIEW, FL 34420

PROPERTY # A30

ARE AGAINST THIS ZONING CHANGE:(Initial) ~~_____~~

IN FAVOR OF THIS ZONING CHANGE:(Initial)_____

INDECISIVE OF THE zONING CHANGE:(Initial)_____

(Print Name) Joshua Moore & Laura Moore

(Signature)_____

outside 300'

PETITION FOR ZONING CHANGE ON PARCEL #37515-000-11 R-1 TO R-2 (ONE & 2 FAMILY DWELLING for all permitted users)

Owner: FLYING EAGLES RESOURCES, LLC - C/O URSULA HENNING

I(WE), Gary Peterson

RESIDING AT THE NEIGHBORING FOUNTAINS AT GOLF PARK -

9546 SE 61st Ter B

BELLEVIEW, FL 34420

PROPERTY # A 31

ARE AGAINST THIS ZONING CHANGE:(Initial) G.P.

IN FAVOR OF THIS ZONING CHANGE:(Initial)_____

INDECISIVE OF THE zONING CHANGE:(Initial)_____

(Print Name) Gary Peterson

(Signature) Gary P

Letter
inside 200

PETITION FOR ZONING CHANGE ON PARCEL #37515-000-11 R-1 TO R-2 (ONE & 2 FAMILY DWELLING for all permitted users)

Owner: FLYING EAGLES RESOURCES, LLC - C/O URSULA HENNING

I(WE), Rice

RESIDING AT THE NEIGHBORING FOUNTAINS AT GOLF PARK -
9534 SE 61ST Terrace

BELLEVIEW, FL 34420

PROPERTY # A32

ARE AGAINST THIS ZONING CHANGE:(Initial) DR

IN FAVOR OF THIS ZONING CHANGE:(Initial)_____

INDECISIVE OF THE zONING CHANGE:(Initial)_____

(Print Name) Devin Rice

(Signature) Devin Rice

Letter
inside 300'

PETITION FOR ZONING CHANGE ON PARCEL #37515-000-11 R-1 TO R-2 (ONE & 2 FAMILY DWELLING for all permitted users)

Owner: FLYING EAGLES RESOURCES, LLC - C/O URSULA HENNING

I(WE), Keith Durden

RESIDING AT THE NEIGHBORING FOUNTAINS AT GOLF PARK -

~~8~~9522 SE 61ST Ter

BELLEVIEW, FL 34420

PROPERTY # 0004A33

ARE AGAINST THIS ZONING CHANGE:(Initial) KD

IN FAVOR OF THIS ZONING CHANGE:(Initial)_____

INDECISIVE OF THE zONING CHANGE:(Initial)_____

(Print Name) Keith Durden

(Signature) Keith Durden

Letter

PETITION FOR ZONING CHANGE ON PARCEL #37515-000-11 R-1 TO R-2 (ONE & 2 FAMILY DWELLING for all permitted users)

Owner: FLYING EAGLES RESOURCES, LLC - C/O URSULA HENNING

I(WE), Jacobkoehn

RESIDING AT THE NEIGHBORING FOUNTAINS AT GOLF PARK -

6359 SE 96th St

BELLEVIEW, FL 34420

PROPERTY # A48

ARE AGAINST THIS ZONING CHANGE:(Initial) JK

IN FAVOR OF THIS ZONING CHANGE:(Initial)_____

INDECISIVE OF THE zONING CHANGE:(Initial)_____

(Print Name) Jacobkoehn

(Signature)

Letter

PETITION FOR ZONING CHANGE ON PARCEL #37515-000-11 R-1 TO R-2 (ONE & 2 FAMILY DWELLING for all permitted users)

Owner: FLYING EAGLES RESOURCES, LLC - C/O URSULA HENNING

I(WE), JASON + TAMMY

RESIDING AT THE NEIGHBORING FOUNTAINS AT GOLF PARK -
9681 SE 63rd CT

BELLEVIEW, FL 34420

PROPERTY # B2

ARE AGAINST THIS ZONING CHANGE:(Initial) JN

IN FAVOR OF THIS ZONING CHANGE:(Initial)_____

INDECISIVE OF THE zONING CHANGE:(Initial)_____

(Print Name) JASON NUCARI

(Signature)

Letter

PETITION FOR ZONING CHANGE ON PARCEL #37515-000-11 R-1 TO R-2 (ONE & 2 FAMILY DWELLING for all permitted users)

Owner: FLYING EAGLES RESOURCES, LLC - C/O URSULA HENNING

I(WE), Brian and Sommer Fugate

RESIDING AT THE NEIGHBORING FOUNTAINS AT GOLF PARK -

9659 SE 63rd CT

BELLEVIEW, FL 34420

PROPERTY # 53

ARE AGAINST THIS ZONING CHANGE:(Initial) BF SF

IN FAVOR OF THIS ZONING CHANGE:(Initial)_____

INDECISIVE OF THE zONING CHANGE:(Initial)_____

(Print Name) Brian Fugate Sommer Fugate

(Signature)

Letter

PETITION FOR ZONING CHANGE ON PARCEL #37515-000-11 R-1 TO R-2 (ONE & 2 FAMILY DWELLING for all permitted users)

Owner: FLYING EAGLES RESOURCES, LLC - C/O URSULA HENNING

I(WE), A.L. Milton Construction Inc
A.L. Milton, Pres

OWNING PROPERTY
~~RESIDING~~ AT THE NEIGHBORING FOUNTAINS AT GOLF PARK -
SE 63rd Ct

BELLEVIEW, FL 34420

PROPERTY # Lot 4 Block B

ARE AGAINST THIS ZONING CHANGE:(Initial) ALM

IN FAVOR OF THIS ZONING CHANGE:(Initial)_____

INDECISIVE OF THE zONING CHANGE:(Initial)_____

(Print Name) A.L. Milton, Pres

(Signature) _____

Letter

PETITION FOR ZONING CHANGE ON PARCEL #37515-000-11 R-1 TO R-2 (ONE & 2 FAMILY DWELLING for all permitted users)

Owner: FLYING EAGLES RESOURCES, LLC - C/O URSULA HENNING

I(WE), A.L. Milton Construction Inc
A.L. Milton, Pres

OWNING PROPERTY
~~RESIDING~~ AT THE NEIGHBORING FOUNTAINS AT GOLF PARK -
SE 63rd Ct.

BELLEVIEW, FL 34420

PROPERTY # Lot 5 Block B

ARE AGAINST THIS ZONING CHANGE:(Initial) ALW

IN FAVOR OF THIS ZONING CHANGE:(Initial)_____

INDECISIVE OF THE zONING CHANGE:(Initial)_____

(Print Name) A.L. Milton, Pres

(Signature) [signature]

PETITION FOR ZONING CHANGE ON PARCEL #37515-000-11 R-1 TO R-2 (ONE & 2 FAMILY DWELLING for all permitted users)

Owner: FLYING EAGLES RESOURCES, LLC - C/O URSULA HENNING

I(WE), MARie Sapia

RESIDING AT THE NEIGHBORING FOUNTAINS AT GOLF PARK -

9539.5 E 61 TeRR

BELLEVIEW, FL 34420

PROPERTY # A38

ARE AGAINST THIS ZONING CHANGE:(Initial) MS

IN FAVOR OF THIS ZONING CHANGE:(Initial)_____

INDECISIVE OF THE zONING CHANGE:(Initial)_____

(Print Name) MARie Sapia

(Signature) Marie Sapia

PETITION FOR ZONING CHANGE ON PARCEL #37515-000-11 R-1 TO R-2 (ONE & 2 FAMILY DWELLING for all permitted users)

Owner: FLYING EAGLES RESOURCES, LLC - C/O URSULA HENNING

I(WE), Chris + Debra McKenney

RESIDING AT THE NEIGHBORING FOUNTAINS AT GOLF PARK -

6243 SE 96th St Belleview

BELLEVIEW, FL 34420

PROPERTY # 41

ARE AGAINST THIS ZONING CHANGE:(Initial) DM CM

IN FAVOR OF THIS ZONING CHANGE:(Initial)_____

INDECISIVE OF THE zONING CHANGE:(Initial)_____

(Print Name) Chris McKenney

(Signature) [signature]

PETITION FOR ZONING CHANGE ON PARCEL #37515-000-11 R-1 TO R-2 (ONE & 2 FAMILY DWELLING for all permitted users)

Owner: FLYING EAGLES RESOURCES, LLC - C/O URSULA HENNING

I(WE), Chris + Debra McKenney

RESIDING AT THE NEIGHBORING FOUNTAINS AT GOLF PARK -
6243 SE 96th St Belleview

BELLEVIEW, FL 34420

PROPERTY # 42

ARE AGAINST THIS ZONING CHANGE:(Initial) ~~D/M~~ C W M

IN FAVOR OF THIS ZONING CHANGE:(Initial)_____

INDECISIVE OF THE zONING CHANGE:(Initial)_____

(Print Name) Chris McKenney

(Signature) Dr. C.W. McC

AGENDA ITEM #210512Z

PETITION FOR ZONING CHANGE ON PARCEL #37515-000-11 R-1 TO R-2 (ONE & 2 FAMILY DWELLING for all permitted users)

Owner: FLYING EAGLES RESOURCES, LLC - C/O URSULA HENNING

I(WE), Irby Kee

RESIDING AT THE NEIGHBORING FOUNTAINS AT GOLF PARK -

6261 SE 96th St

BELLEVIEW, FL 34420

PROPERTY # A43

ARE AGAINST THIS ZONING CHANGE:(Initial) K

IN FAVOR OF THIS ZONING CHANGE:(Initial)_____

INDECISIVE OF THE zONING CHANGE:(Initial)_____

(Print Name) Irby C Kee

(Signature) [signature]

PETITION FOR ZONING CHANGE ON PARCEL #37515-000-11 R-1 TO R-2 (ONE & 2 FAMILY DWELLING for all permitted users)

Owner: FLYING EAGLES RESOURCES, LLC - C/O URSULA HENNING

I(WE), Ralhan

RESIDING AT THE NEIGHBORING FOUNTAINS AT GOLF PARK -

6275, SE 98th STREET

BELLEVIEW, FL 34420

PROPERTY # A 44

ARE AGAINST THIS ZONING CHANGE:(Initial) ✓

IN FAVOR OF THIS ZONING CHANGE:(Initial)_____

INDECISIVE OF THE zONING CHANGE:(Initial)_____

(Print Name) RAJAN RALHAN

(Signature) Rajan Ralh

PETITION FOR ZONING CHANGE ON PARCEL #37515-000-11 R-1 TO R-2 (ONE & 2 FAMILY DWELLING for all permitted users)

Owner: FLYING EAGLES RESOURCES, LLC - C/O URSULA HENNING

I(WE), John & Georgia Sikorski

RESIDING AT THE NEIGHBORING FOUNTAINS AT GOLF PARK -
6297 96th St. E

BELLEVIEW, FL 34420

PROPERTY # A45

ARE AGAINST THIS ZONING CHANGE:(Initial) GS

IN FAVOR OF THIS ZONING CHANGE:(Initial)_____

INDECISIVE OF THE zONING CHANGE:(Initial)_____

(Print Name) GEORGIA SIKORSKI

(Signature) Georgia Sikorski

PETITION FOR ZONING CHANGE ON PARCEL #37515-000-11 R-1 TO R-2 (ONE & 2 FAMILY DWELLING for all permitted users)

Owner: FLYING EAGLES RESOURCES, LLC - C/O URSULA HENNING

I(WE), Shevin Hall

RESIDING AT THE NEIGHBORING FOUNTAINS AT GOLF PARK -

6315 SE 96th St. Belleview, Fl. 34420

BELLEVIEW, FL 34420

PROPERTY # 846

ARE AGAINST THIS ZONING CHANGE:(Initial) SH

IN FAVOR OF THIS ZONING CHANGE:(Initial)_____

INDECISIVE OF THE zONING CHANGE:(Initial)_____

(Print Name) Shevin Hall

(Signature) SH

PETITION FOR ZONING CHANGE ON PARCEL #37515-000-11 R-1 TO R-2 (ONE & 2 FAMILY DWELLING for all permitted users)

Owner: FLYING EAGLES RESOURCES, LLC - C/O URSULA HENNING

I(WE), Geoff Moore

RESIDING AT THE NEIGHBORING FOUNTAINS AT GOLF PARK -

6333 SE 96th Street

BELLEVIEW, FL 34420

PROPERTY # [illegible]

ARE AGAINST THIS ZONING CHANGE:(Initial) GM

IN FAVOR OF THIS ZONING CHANGE:(Initial)_____

INDECISIVE OF THE zONING CHANGE:(Initial)_____

(Print Name) Geoff Moore

(Signature) [signature]

Soucey, Stephanie

From: Rosita Hubbard <yimyung5@gmail.com>
Sent: Tuesday, April 20, 2021 1:24 AM
To: Marion County Zoning
Subject: To Marion County Planning & Zoning Division :

To Marion County Planning & Zoning Division

Lee & Rosita Hubbard
6659 SE 96th Place Road
Belleview, Fl . 34420
Parcel : 37515-003-12

LETTER OF OBJECTION.

I am writing to object to a notice dated April 09 2021 referring to the property Zoning Change listed : Agenda #210512Z.
Parcel :37515-000-11

There is absolutely no basis for the changes from R-1 to R-2 (Two Family Dwelling). That will only affects the value of our property and cause more traffic connection. I suggest to block the request of such changes.

Thank you,
Lee & Rosita Hubbard

Sent from my iPhone

Soucey, Stephanie

From: Devon Ferdon <dmferdon@yahoo.com>
Sent: Sunday, April 25, 2021 5:55 PM
To: Marion County Zoning
Cc: Charles Ferdon; golfparkproperty@yahoo.com
Subject: Zoning Change 210512Z; Parcels 37515-000-11

Dear Marion County Planning and Zoning Committee:

I own the property at 9994 SE 64th Ave, Belleview, FL 34420, in Golf Park, which is located within 300 feet of the subject property being considered for zoning changes. I purchased this property in 2014 and it is my primary residence.

One of the reasons I purchased the property was that all of the surrounding parcels were zoned R1. From the Public Notification for Zoning Change that I received, I noticed that the owner of the subject parcels (Flying Eagle Resources) is requesting a zoning change for their property to R2. **I object to this change**. The entire neighborhood is single family homes, and we would like it to remain that way. Flying Eagle Resources purchased the property knowing it was zoned R1, and therefore took possession knowing the restrictions that went with the property. If they want to build single family homes to sell, we surely welcome that, but to change the property to R2 and allow multi unit dwellings is inappropriate and I believe will adversely affect my property value in the future.

I have a great deal invested in my home, and appreciate your consideration of my views on this matter. I hope that you will deny the zoning change request.

Thank You,
Devon M. Ferdon
9994 SE 64th Ave.
Belleview, FL 34420
(954) 829-5949

Within 300'

TO : MARION COUNTY PLANNING & ZONING DIVISION,

LETTER OF OBJECTION :

We are writing to object to a notice dated April 09, 2021 referring to property Zoning change listed :

Agenda #210512Z

Parcel #37515-000-11

There is absolutely no basis for the changes from R-1 to R-2(two family dwelling). That will only affects the value of our property and increases traffic congestion to our neighborhood.

We appreciate your consideration to block the request of such changes.

Thank you,

Parcel : # 37515-003-13

Name : Zenen J. Estrada / Sariett Mulet

Address : 6633 SE 96th Place Rd
Belleview FL 34420

Date : 04/30/2021.

Within 300 ft

PETITION FOR ZONING CHANGE ON PARCEL #37515-000

R-1 TO R-2(ONE & 2 FAMILY DWELLING for all permitted users)

Owner: Flying Eagles Resources, LLC - c/o Ursula Henning

AGENDA ITEM # 210512Z

I(WE), Marylin Gilley

RESIDING AT THE NEIGHBORING COMMUNITY, GOLF PARK

(Address) 9812 S.E. 67th Ave. Rd.

BELLEVIEW, FL 34420

PROPERTY# A26

Are AGAINST this zoning change(Initials) M.G.

In Favor of this zoning change(initials)_____

Indecisive of this zoning change(initials)_____

NAME(printed) Marylin Gilley

SIGNATURE Marylin Gilley

within 300 feet

PETITION FOR ZONING CHANGE ON PARCEL #37515-000 R-1 TO R-2(ONE & 2 FAMILY DWELLING for all permitted users)

Owner: Flying Eagles Resources, LLC - c/o Ursula Henning

AGENDA ITEM # 210512Z

I(WE), Leon & Sheron Madison

RESIDING AT THE NEIGHBORING COMMUNITY, GOLF PARK

(Address) 9759 SE 64th Avenue

BELLEVIEW, FL 34420

PROPERTY# 25-A

Are AGAINST this zoning change(Initials) SCM LCM

In Favor of this zoning change(initials)_____

Indecisive of this zoning change(initials)_____

NAME(printed) Leon & Sheron C. Madison

SIGNATURE

PETITION FOR ZONING CHANGE ON PARCEL #37515-000 R-1 TO R-2(ONE & 2 FAMILY DWELLING for all permitted users)

Owner: Flying Eagles Resources, LLC - c/o Ursula Henning

AGENDA ITEM # 210512Z

I(WE), DERRICK TOWNSEND

RESIDING AT THE NEIGHBORING COMMUNITY, GOLF PARK

(Address) 6128 S.E 96th Pl. Rd

BELLEVIEW, FL 34420

PROPERTY# A-Z

Are AGAINST this zoning change(Initials) D.T

In Favor of this zoning change(initials)_____

Indecisive of this zoning change(initials)_____

NAME(printed) DERRICK TOWNSEND

SIGNATURE Derrick Townsend

PETITION FOR ZONING CHANGE ON PARCEL #37515-000 R-1 TO R-2(ONE & 2 FAMILY DWELLING for all permitted users)

Owner: Flying Eagles Resources, LLC - c/o Ursula Henning

AGENDA ITEM # 210512Z

I(WE), Alene Lightfoot

RESIDING AT THE NEIGHBORING COMMUNITY, GOLF PARK

(Address) 6230 SE 96th Pl. Rd.

BELLEVIEW, FL 34420

PROPERTY# A 3

Are AGAINST this zoning change(Initials) AL

In Favor of this zoning change(initials)_____

Indecisive of this zoning change(initials)_____

NAME(printed) Alene Lightfoot

SIGNATURE Alene Lightfoot

PETITION FOR ZONING CHANGE ON PARCEL #37515-000 R-1 TO R-2(ONE & 2 FAMILY DWELLING for all permitted users)

Owner: Flying Eagles Resources, LLC - c/o Ursula Henning

AGENDA ITEM # 210512Z

I(WE), Dennis Durkin

RESIDING AT THE NEIGHBORING COMMUNITY, GOLF PARK

(Address) 9890 SE 64th Ave

BELLEVIEW, FL 34420

PROPERTY# A 9-10

Are AGAINST this zoning change(Initials) DD

In Favor of this zoning change(initials)_____

Indecisive of this zoning change(initials)_____

NAME(printed) Dennis Durkin

SIGNATURE Dennis Durkin

PETITION FOR ZONING CHANGE ON PARCEL #37515-000 R-1 TO R-2(ONE & 2 FAMILY DWELLING for all permitted users)

Owner: Flying Eagles Resources, LLC - c/o Ursula Henning

AGENDA ITEM # 210512Z

I(WE), Terry Kurth

RESIDING AT THE NEIGHBORING COMMUNITY, GOLF PARK

(Address) 9922 SE 64th Ave

BELLEVIEW, FL 34420

PROPERTY# A-12

Are AGAINST this zoning change(Initials) TK

In Favor of this zoning change(initials)_____

Indecisive of this zoning change(initials)_____

NAME(printed) Terry Kurth

SIGNATURE Terry Kurth

PETITION FOR ZONING CHANGE ON PARCEL #37515-000 R-1 TO R-2(ONE & 2 FAMILY DWELLING for all permitted users)

Owner: Flying Eagles Resources, LLC - c/o Ursula Henning

AGENDA ITEM # 210512Z

I(WE), Scott Alumbaugh

RESIDING AT THE NEIGHBORING COMMUNITY, GOLF PARK

(Address) 9958 SE 64th Ave

BELLEVIEW, FL 34420

PROPERTY# A 15

Are AGAINST this zoning change(Initials) SA

In Favor of this zoning change(initials) [redacted]

Indecisive of this zoning change(initials)_____

NAME(printed) Scott Alumbaugh

SIGNATURE Scott Alumbaugh

PETITION FOR ZONING CHANGE ON PARCEL #37515-000 R-1 TO R-2(ONE & 2 FAMILY DWELLING for all permitted users)

Owner: Flying Eagles Resources, LLC - c/o Ursula Henning

AGENDA ITEM # 210512Z

I(WE), Robert Trifu

RESIDING AT THE NEIGHBORING COMMUNITY, GOLF PARK

(Address) 9970 SE 64th Ave Belleview, FL

BELLEVIEW, FL 34420

PROPERTY# A16

Are AGAINST this zoning change(Initials) _____

In Favor of this zoning change(initials)_____

Indecisive of this zoning change(initials)_____

NAME(printed) Robert Trifu

SIGNATURE_____

PETITION FOR ZONING CHANGE ON PARCEL #37515-000 R-1 TO R-2(ONE & 2 FAMILY DWELLING for all permitted users)

Owner: Flying Eagles Resources, LLC - c/o Ursula Henning

AGENDA ITEM # 210512Z

I(WE), Debra Miller

RESIDING AT THE NEIGHBORING COMMUNITY, GOLF PARK

(Address) 9982 SE 64th Ave.

BELLEVIEW, FL 34420

PROPERTY# A17

Are AGAINST this zoning change(Initials) DM

In Favor of this zoning change(initials)_____

Indecisive of this zoning change(initials)_____

NAME(printed) Debra Miller

SIGNATURE [signature]

PETITION FOR ZONING CHANGE ON PARCEL #37515-000 R-1 TO R-2(ONE & 2 FAMILY DWELLING for all permitted users)

Owner: Flying Eagles Resources, LLC - c/o Ursula Henning

AGENDA ITEM # 210512Z

I(WE), Charles Ferdon

RESIDING AT THE NEIGHBORING COMMUNITY, GOLF PARK

(Address) 9994 SE 64th Ave, Belleview, FL 34420

BELLEVIEW, FL 34420

PROPERTY# A 18

Are AGAINST this zoning change(Initials) CF

In Favor of this zoning change(initials)_____

Indecisive of this zoning change(initials)_____

NAME(printed) Charles Ferdon

SIGNATURE

PETITION FOR ZONING CHANGE ON PARCEL #37515-000 R-1 TO R-2(ONE & 2 FAMILY DWELLING for all permitted users)

Owner: Flying Eagles Resources, LLC - c/o Ursula Henning

AGENDA ITEM # 210512Z

I(WE), STEVEN G. ADAMS

RESIDING AT THE NEIGHBORING COMMUNITY, GOLF PARK

(Address) 9985 SE 64TH AVE

BELLEVIEW, FL 34420

PROPERTY# A 19

Are AGAINST this zoning change(Initials) LG

In Favor of this zoning change(initials)_____

Indecisive of this zoning change(initials)_____

NAME(printed) STEVEN G ADAMS

SIGNATURE [signature]

PETITION FOR ZONING CHANGE ON PARCEL #37515-000 R-1 TO R-2(ONE & 2 FAMILY DWELLING for all permitted users)

Owner: Flying Eagles Resources, LLC - c/o Ursula Henning

AGENDA ITEM # 210512Z

I(WE), JOHN LEHEW

RESIDING AT THE NEIGHBORING COMMUNITY, GOLF PARK

(Address) 9923 SE 64TH AVE

BELLEVIEW, FL 34420

PROPERTY# A 20

Are AGAINST this zoning change(Initials) JCL

In Favor of this zoning change(initials)_____

Indecisive of this zoning change(initials)_____

NAME(printed) JOHN LEHEW

SIGNATURE

PETITION FOR ZONING CHANGE ON PARCEL #37515-000 R-1 TO R-2(ONE & 2 FAMILY DWELLING for all permitted users)

Owner: Flying Eagles Resources, LLC - c/o Ursula Henning

AGENDA ITEM # 210512Z

I(WE), Larry E. Miller

RESIDING AT THE NEIGHBORING COMMUNITY, GOLF PARK

(Address) 9865 SE 64th Ave

BELLEVIEW, FL 34420

PROPERTY# A 22

Are AGAINST this zoning change(Initials) LEM

In Favor of this zoning change(initials)_____

Indecisive of this zoning change(initials)_____

NAME(printed) Larry E. Miller

SIGNATURE Larry E. Miller

PETITION FOR ZONING CHANGE ON PARCEL #37515-000 R-1 TO R-2(ONE & 2 FAMILY DWELLING for all permitted users)

Owner: Flying Eagles Resources, LLC - c/o Ursula Henning

AGENDA ITEM # 210512Z

I(WE), Steven Grybski

RESIDING AT THE NEIGHBORING COMMUNITY, GOLF PARK

(Address) 9843 SE 104th AVE

BELLEVIEW, FL 34420

PROPERTY# A [redacted] 23

Are AGAINST this zoning change(Initials) SG

In Favor of this zoning change(initials)_____

Indecisive of this zoning change(initials)_____

NAME(printed) Steven Grybski

SIGNATURE Steven Grybski

PETITION FOR ZONING CHANGE ON PARCEL #37515-000

R-1 TO R-2(ONE & 2 FAMILY DWELLING for all permitted users)

Owner: Flying Eagles Resources, LLC - c/o Ursula Henning

AGENDA ITEM # 210512Z

I(WE), MERLINE MELLING

RESIDING AT THE NEIGHBORING COMMUNITY, GOLF PARK

(Address) 9876 SE 67TH AVE ROAD

BELLEVIEW, FL 34420

PROPERTY# LOT A28

Are AGAINST this zoning change(Initials) MM

In Favor of this zoning change(initials)_____

Indecisive of this zoning change(initials)_____

NAME(printed) MERLINE MELLING

SIGNATURE Merline Melling

PETITION FOR ZONING CHANGE ON PARCEL #37515-000

R-1 TO R-2(ONE & 2 FAMILY DWELLING for all permitted users)

Owner: Flying Eagles Resources, LLC - c/o Ursula Henning

AGENDA ITEM # 210512Z

I(WE), RICHARD TORRES

RESIDING AT THE NEIGHBORING COMMUNITY, GOLF PARK

(Address) 9908 SE. 67TH AVENUE ROAD

BELLEVIEW, FL 34420

PROPERTY# A Lot #29

Are AGAINST this zoning change(Initials) [signature]

In Favor of this zoning change(initials)_____

Indecisive of this zoning change(initials)_____

NAME(printed) RICHARD TORRES

SIGNATURE [signature]

PETITION FOR ZONING CHANGE ON PARCEL #37515-000

R-1 TO R-2(ONE & 2 FAMILY DWELLING for all permitted users)

Owner: Flying Eagles Resources, LLC - c/o Ursula Henning

AGENDA ITEM # 210512Z

I(WE), Richard & Carolyn Chynoweth

RESIDING AT THE NEIGHBORING COMMUNITY, GOLF PARK

(Address) 9930 SE 67th Avenue Rd.

BELLEVIEW, FL 34420

PROPERTY# A31

Are AGAINST this zoning change(Initials) RLC CAC

In Favor of this zoning change(initials)_____

Indecisive of this zoning change(initials)_____

NAME(printed) Richard Chynoweth Carolyn Chynoweth

SIGNATURE_____

PETITION FOR ZONING CHANGE ON PARCEL #37515-000 R-1 TO R-2(ONE & 2 FAMILY DWELLING for all permitted users)

Owner: Flying Eagles Resources, LLC - c/o Ursula Henning

AGENDA ITEM # 210512Z

I(WE), Matthew & Kathleen Tuck

RESIDING AT THE NEIGHBORING COMMUNITY, GOLF PARK

(Address) 6730 SE 99th PL

BELLEVIEW, FL 34420

PROPERTY# B2

Are AGAINST this zoning change(Initials) KT

In Favor of this zoning change(initials)_____

Indecisive of this zoning change(initials)_____

NAME(printed) Kathleen Tuck

SIGNATURE Kathleen Tuck

PETITION FOR ZONING CHANGE ON PARCEL #37515-000 R-1 TO R-2(ONE & 2 FAMILY DWELLING for all permitted users)

Owner: Flying Eagles Resources, LLC - c/o Ursula Henning

AGENDA ITEM # 210512Z

I(WE), Kurt and Tricia Snodgrass

RESIDING AT THE NEIGHBORING COMMUNITY, GOLF PARK

(Address) 6798 SE 99th PL.

BELLEVIEW, FL 34420

PROPERTY# B-3

Are AGAINST this zoning change(Initials) TS

In Favor of this zoning change(initials)_____

Indecisive of this zoning change(initials)_____

NAME(printed) Kurt + Tricia Snodgrass

SIGNATURE KA Tricia Snodgrass

PETITION FOR ZONING CHANGE ON PARCEL #37515-000 R-1 TO R-2(ONE & 2 FAMILY DWELLING for all permitted users)

Owner: Flying Eagles Resources, LLC - c/o Ursula Henning

AGENDA ITEM # 210512Z

I(WE), CLIF & BRENDA LINDERMAN

RESIDING AT THE NEIGHBORING COMMUNITY, GOLF PARK

(Address) 6818 SE 99TH PL.

BELLEVIEW, FL 34420

PROPERTY# B-4

Are AGAINST this zoning change(Initials) [signature]

In Favor of this zoning change(initials)_____

Indecisive of this zoning change(initials)_____

NAME(printed) CLIF LINDERMAN

SIGNATURE [signature]

PETITION FOR ZONING CHANGE ON PARCEL #37515-000 R-1 TO R-2(ONE & 2 FAMILY DWELLING for all permitted users)

Owner: Flying Eagles Resources, LLC - c/o Ursula Henning

AGENDA ITEM # 210512Z

I(WE), Jack & Pam Grahling

RESIDING AT THE NEIGHBORING COMMUNITY, GOLF PARK

(Address) 6870 SE 99th Pl

BELLEVIEW, FL 34420

PROPERTY# B-5

Are AGAINST this zoning change(Initials) PG

In Favor of this zoning change(initials)_____

Indecisive of this zoning change(initials)_____

NAME(printed) Pamela Grahling

SIGNATURE Pamela Grahling

PETITION FOR ZONING CHANGE ON PARCEL #37515-000 R-1 TO R-2(ONE & 2 FAMILY DWELLING for all permitted users)

Owner: Flying Eagles Resources, LLC - c/o Ursula Henning

AGENDA ITEM # 210512Z

I(WE), Rafael A. Ortiz Fonseca

RESIDING AT THE NEIGHBORING COMMUNITY, GOLF PARK

(Address) 6890 SE 99th PL

BELLEVIEW, FL 34420

PROPERTY# Lot # B6

Are AGAINST this zoning change(Initials) RAOF

In Favor of this zoning change(initials)_____

Indecisive of this zoning change(initials)_____

NAME(printed) Rafael A. Ortiz Fonseca

SIGNATURE

PETITION FOR ZONING CHANGE ON PARCEL #37515-000 R-1 TO R-2(ONE & 2 FAMILY DWELLING for all permitted users)

Owner: Flying Eagles Resources, LLC - c/o Ursula Henning

AGENDA ITEM # 210512Z

I(WE), Charles & Regenia White

RESIDING AT THE NEIGHBORING COMMUNITY, GOLF PARK

(Address) 26926 SE 99th Place

BELLEVIEW, FL 34420

PROPERTY# B7

Are AGAINST this zoning change(Initials) C W & ERS

In Favor of this zoning change(initials)_____

Indecisive of this zoning change(initials)_____

NAME(printed) Charles L White

SIGNATURE Charles L White

PETITION FOR ZONING CHANGE ON PARCEL #37515-000 R-1 TO R-2(ONE & 2 FAMILY DWELLING for all permitted users)

Owner: Flying Eagles Resources, LLC - c/o Ursula Henning

AGENDA ITEM # 210512Z

I(WE), BRIAN Tillett

RESIDING AT THE NEIGHBORING COMMUNITY, GOLF PARK

(Address) 6925 SE 99th Place

BELLEVIEW, FL 34420

PROPERTY# B8

Are AGAINST this zoning change(Initials) BT

In Favor of this zoning change(initials)_____

Indecisive of this zoning change(initials)_____

NAME(printed) Brian Tillett

SIGNATURE [signature]

PETITION FOR ZONING CHANGE ON PARCEL #37515-000 R-2 TO R-2(ONE & 2 FAMILY DWELLING for all permitted users)

Owner: Flying Eagles Resources, LLC - c/o Ursula Henning

AGENDA ITEM # 2105122

I(WE), Clifton Rider

RESIDING AT THE NEIGHBORING COMMUNITY, GOLF PARK

(Address) 6819 S.E 99 Th Pl

BELLEVIEW, FL 34420

PROPERTY# LOT 11-B

Are AGAINST this zoning change(initials) CR

In Favor of this zoning change(initials) _____

Indecisive of this zoning change(initials) _____

NAME(printed) _____

SIGNATURE Clifton L Rider

PETITION FOR ZONING CHANGE ON PARCEL #37515-000 R-1 TO R-2(ONE & 2 FAMILY DWELLING for all permitted users)

Owner: Flying Eagles Resources, LLC - c/o Ursula Henning

AGENDA ITEM # 210512Z

I(WE), Steve & Kelly Hurt

RESIDING AT THE NEIGHBORING COMMUNITY, GOLF PARK

(Address) 6995E 99th Place

BELLEVIEW, FL 34420

PROPERTY# B-12

Are ~~AGAINST~~ this zoning change(Initials) KH/SH

In Favor of this zoning change(initials)_____

Indecisive of this zoning change(initials)_____

NAME(printed) Kelly Hurt / Steve Hurt

SIGNATURE Kelly Hurt Steve Hurt

PETITION FOR ZONING CHANGE ON PARCEL #37515-000 R-1 TO R-2(ONE & 2 FAMILY DWELLING for all permitted users)

Owner: Flying Eagles Resources, LLC - c/o Ursula Henning

AGENDA ITEM # 210512Z

I(WE), Amanda & Steven Slocumb

RESIDING AT THE NEIGHBORING COMMUNITY, GOLF PARK

(Address) 6775 SE 99th Place

BELLEVIEW, FL 34420

PROPERTY# B-13

Are AGAINST this zoning change(Initials) AS

In Favor of this zoning change(initials)_____

Indecisive of this zoning change(initials)_____

NAME(printed) Amanda Slocumb

SIGNATURE Amanda Slocumb

PETITION FOR ZONING CHANGE ON PARCEL #37515-000 R-1 TO R-2(ONE & 2 FAMILY DWELLING for all permitted users)

Owner: Flying Eagles Resources, LLC - c/o Ursula Henning

AGENDA ITEM # 210512Z

I(WE), LARS J. HILLESLAND

RESIDING AT THE NEIGHBORING COMMUNITY, GOLF PARK

(Address) 6747 SE 99th PLACE

BELLEVIEW, FL 34420

PROPERTY# B 14

Are AGAINST this zoning change(Initials) LJH

In Favor of this zoning change(initials)_____

Indecisive of this zoning change(initials)_____

NAME(printed) LARS J. HILLESCAND

SIGNATURE Lars J. Hillesland

PETITION FOR ZONING CHANGE ON PARCEL #37515-000 R-1 TO R-2(ONE & 2 FAMILY DWELLING for all permitted users)

Owner: Flying Eagles Resources, LLC - c/o Ursula Henning

AGENDA ITEM # 210512Z

I(WE) Cynthia Simmons

RESIDING AT THE NEIGHBORING COMMUNITY, GOLF PARK

(Address) 2129 SE 99th Place

BELLEVIEW, FL 34420

PROPERTY# B-15

Are AGAINST this zoning change(Initials) CCS

In Favor of this zoning change(initials)_____

Indecisive of this zoning change(initials)_____

NAME(printed) Cynthia C. Simmons

SIGNATURE Cynthia C. Simmons

PETITION FOR ZONING CHANGE ON PARCEL #37515-000 R-1 TO R-2(ONE & 2 FAMILY DWELLING for all permitted users)

Owner: Flying Eagles Resources, LLC - c/o Ursula Henning

AGENDA ITEM # 210512Z

I(WE), Jeremy Gavank

RESIDING AT THE NEIGHBORING COMMUNITY, GOLF PARK

(Address) 6701 SE 99th Pl

BELLEVIEW, FL 34420

PROPERTY# B 16

Are AGAINST this zoning change(Initials) JG

In Favor of this zoning change(initials)_____

Indecisive of this zoning change(initials)_____

NAME(printed) Jeremy Gavank

SIGNATURE JG

PETITION FOR ZONING CHANGE ON PARCEL #37515-000

R-1 TO R-2(ONE & 2 FAMILY DWELLING for all permitted users)

Owner: Flying Eagles Resources, LLC - c/o Ursula Henning

AGENDA ITEM # 210512Z

I(WE), JERRY + AMY TREMPLER

RESIDING AT THE NEIGHBORING COMMUNITY, GOLF PARK

(Address) 9929 SE 67th AVE RD

BELLEVIEW, FL 34420

PROPERTY# BLOCK B LOT 17

Are AGAINST this zoning change(Initials) JT AT

In Favor of this zoning change(initials)_____

Indecisive of this zoning change(initials)_____

NAME(printed) JERRY + AMY TREMPLER

SIGNATURE Jerry Tremple Amy Tremple

PETITION FOR ZONING CHANGE ON PARCEL #37515-000

R-1 TO R-2(ONE & 2 FAMILY DWELLING for all permitted users)

Owner: Flying Eagles Resources, LLC - c/o Ursula Henning

AGENDA ITEM # 210512Z

I(WE), Aileen + Bob Powell

RESIDING AT THE NEIGHBORING COMMUNITY, GOLF PARK

(Address) 9909 SE 67th Ave Rd

BELLEVIEW, FL 34420

PROPERTY# LOT B18

Are AGAINST this zoning change(Initials) RAP A.M.P.

In Favor of this zoning change(initials)_____

Indecisive of this zoning change(initials)_____

NAME(printed) Robert Powell Aileen Powell

SIGNATURE Robert A Powell
Aileen M. Powell

PETITION FOR ZONING CHANGE ON PARCEL #37515-000

R-1 TO R-2(ONE & 2 FAMILY DWELLING for all permitted users)

Owner: Flying Eagles Resources, LLC - c/o Ursula Henning

AGENDA ITEM # 210512Z

I(WE), Linda C. Beauregard

RESIDING AT THE NEIGHBORING COMMUNITY, GOLF PARK

(Address) 9875 SE 67th Ave Rd,

BELLEVIEW, FL 34420

PROPERTY# 19-B

Are AGAINST this zoning change(Initials) LCB

In Favor of this zoning change(initials)_____

Indecisive of this zoning change(initials)_____

NAME(printed) LINDA C. BEAUREGARD

SIGNATURE Linda C. Beauregard.

PETITION FOR ZONING CHANGE ON PARCEL #37515-000

R-1 TO R-2(ONE & 2 FAMILY DWELLING for all permitted users)

Owner: Flying Eagles Resources, LLC - c/o Ursula Henning

AGENDA ITEM # 210512Z

I(WE), KENNETH & LINDA AXE

RESIDING AT THE NEIGHBORING COMMUNITY, GOLF PARK

(Address) 9849 SE 67TH AVE RD BELLEVIEW

BELLEVIEW, FL 34420

PROPERTY# B20

Are AGAINST this zoning change(Initials) LA

In Favor of this zoning change(initials)_____

Indecisive of this zoning change(initials)_____

NAME(printed) LINDA AXE

SIGNATURE Linda Axe

DAVID L. MACKAY ATTORNEY, P.A.

ATTORNEY AT LAW

May 12, 2021

Kenneth Odom, Planner
Marion County Growth Services
2710 East Silver Springs Blvd.
Ocala, FL 34470

Re: Flying Eagle Resources, LLC
Rezoning Case #210512Z

Dear Ken:

As we discussed, I am requesting that the above rezoning matter, seeking to change from R-1 to R-2 zoning, be withdrawn from further consideration. The applicant intends to proceed with a request to rezone from existing R-1 to PUD in order to try and resolve staff and public concerns over quality and control of the proposed development. A new application will be filed to move in this direction.

It is understood that you stated the previously paid application fee would be forfeited, but I reserve the right to request BCC to carry over the application fee to the new application, which they have routinely done in past instances where an applicant moves in this direction to address concerns of the staff and public in land development matters.

Thank you for your consideration.

Very Truly Yours,

DAVID L. MacKAY

DLM/bs
CC: Marion County Board of County Commissioners

2801 SW College Road, Suite 9 Ocala, Florida 34474-4430 Telephone: (352) 237-3800
David MacKay: david@mackaylaw.us Legal Assistant: bsalyer@mackaylaw.us

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3049 **Agenda Date:** 5/18/2021 **Agenda No.:** 15.3.3.

SUBJECT:
210516SU - Dollar Tree Distribution, Inc., Michael Lech, Special Use Permit in a PUD, 200.13 Acres

INITIATOR:
Mary Elizabeth Burgess, Director

DEPARTMENT:
Growth Services

DESCRIPTION/BACKGROUND:
210516SU - Dollar Tree Distribution, Inc., c/o Michael Lech, 500 Volvo Parkway, Chesapeake, VA 23320, requests a Special Use Permit, Articles 2 and 4, of the Marion County Land Development Code, to allow an increase in the maximum PUD height limit of 75' to 145' for accommodation of an automated rack storage system, in a PUD (Planned Unit Development) zone, on approximately 200.13 Acres, on Parcel Account Number 41205-002-00.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Both Staff and the P&Z Commission Recommended Approval with Conditions (ON CONSENT)

MARION COUNTY GROWTH SERVICES

5/4/2021 | **P&Z: 4/26/2021 BCC: 5/18/2021**

Item Number
210516SU

Type of Application
Special Use Permit

Request
Allow maximum building height of 145ft for automated storage rack system.

Owner: Dollar Tree Distribution Inc. c/o Michael Lech

Applicant: Van Emery

Parcel #/Acreage
41205-002-00/200.13

Future Land Use
Commerce District (2017-L04)

Key Overlay Zone:
Regional Activity Center, FLUE Policy 10.3.4

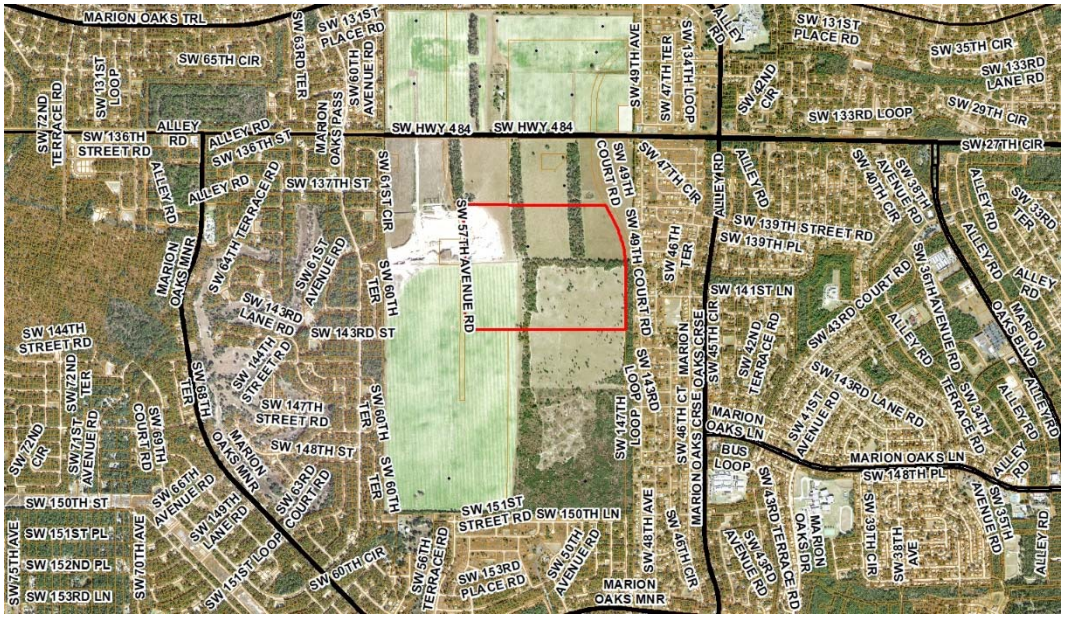
Location: South side of Hwy 484, between SW 49th Ct Rd and SW 57th Ave Rd, surrounded by the Marion Oaks Development.

Staff Recommendation:
Approval

P&Z Recommendation:
Approval (ON CONSENT)

Project Planner
Kimberleigh Dinkins, Sr. Planner

Code Enforcement Action: None



Item Summary

Staff is recommending **APPROVAL** for a special use permit to construct a distribution tower reaching 145ft on the south part of the Florida Crossroads Commerce Park on in accordance with Marion County Land Development Code, Article 2, Division 8, *Special Use Permit*. The site is part of the overall Ocala Commerce Crossings South established via Future Land Use Element (FLUE) Policy 10.3.4.1. A Developer's Agreement for the site has been recorded in OR BK 7110 PGs 1-67. The default maximum height for the Planned Unit Development zoning designation is 75ft. Requests to increase maximum heights are handled through the special use permit process.

Public Notice

Notice of public hearing was mailed to 23 property owners within 300 feet of the subject property.

Location

The site is approximately ¼ mi south of SW HWY 484 within the ±961.38 acres commerce park surrounded by the Marion Oaks Vested Development of Regional Impact (VDRI). Access is from SW 49th Ct Rd.

Background

The site is part of a larger Commerce District surrounded by the Marion Oaks VDRI. The commerce facilities will benefit from the presence of the existing VDRI as sufficient housing for employees is readily addressed. However it also presents the possibility of conflict between the intense commercial use and aesthetics desired by the residential community.

The site is currently developed as a Dollar Tree Distribution Center. The applicant seeks to expand the distribution facility to a height of up to 145 ft. in order to accommodate an automated storage system. The proposed high bay area of the

FLUE Policy 2.1.22: Commerce District (CD): This land use is intended to provide for an area where more intense commercial and industrial uses than may be suitable in the Employment Center (EC) designation due to noise, odor, pollution, and other nuisance issues that may be more suited away from residential and other mixed use land use designations with a maximum Floor Area Ratio of 2.0, as further defined by the LDC.

Commerce District FLUM Designation Development Eligibility

CATEGORY	MAXIMUM INTENSITY
Residential	N/A
Commercial	2 FAR
Industrial	2 FAR

Development Potential

CATEGORY	Max GSF
Commercial &/or Industrial 2 FAR	17.6M

existing distribution center will be the tallest authorized building in the county thus far.

Recent economic development within Marion County has focused on distribution and/or manufacturing opportunities that utilize undeveloped acreage, readily accessible inter- and intra-state roadway access, and housing opportunities.

Central water and central sewer services are currently located in the vicinity of the project and are provided by Marion County's Marion Oaks and/or Oak Run Regional Utility Systems.

The surrounding future land use designations, zoning, and uses are listed in the following table:

TABLE 1: ADJACENT PROPERTY CHARACTERISTICS

Direction	FLUM Designation	Zoning	MCPA Property Use Code
North	Commerce District	PUD (Planned Unit Development)	Agricultural Production
South	Commerce District	PUD (Planned Unit Development)	Agricultural Production
East	Medium Residential	R-1 (Single-Family Residential)	Marion Oaks Residential Lots
West	Commerce District	PUD (Planned Unit Development)	Agricultural Production

Request

The applicant proposes to construct a 145ft tall distribution center with additional parking. The site is currently developed as a distribution facility. The proposed structure will be constructed on top of the existing facility, which has been approved for the necessary site plans and building permits.

The Development Review Committee (DRC) staff considered the SUP and conceptual plan and made no comments about significant concerns related to the request (see attached).

Infrastructure

Access to the property is from SW 49th Ct Rd. An amendment to the PUD traffic study is underway and Marion County Engineering Traffic commented that the proposed expansion is not expected to increase traffic beyond what has already been analyzed under the current traffic study.

TABLE 2: ROADWAY STATUS AND CONDITIONS

Road	Class	Maint. Entity	Existing Conditions			
			Surface	No. Lanes	R/W Width	R/W Deficiency
SW 49th Ct Rd	Arterial	County	Paved	0	0'	±120'

Central water and sewer services are already utilized by the facility. The proposed use is not expected to significantly increase water or sewer needs. Construction of the necessary utility infrastructure will be the responsibility of the developer per the LDC and any Utility Developer's Agreement.

TABLE 4: UTILITY SERVICES

Utility	*Service Area*
Water	Marion County Utilities – Marion Oaks/Oak Run SW Regional WTP
Sewer	Marion County Utilities – Marion Oaks/Oak Run SW Regional WWTP

Analysis

In reaching its decision, the Board of County Commissioners must address the following:

1. **Granting the proposed special use permit will not adversely affect the public interest.** The site is designated Commerce District and is within the Marion Oaks VDRI wherein it may provide key employment opportunities for existing and future residents. The proposed expansion area is approximately 1,500ft from the nearest residential use. However it will likely be visible from neighboring properties. Staff has requested from the applicant visual representation of the sight line from SW HWY 484 and Marion Oaks parcels to the east.

   Based on comments provided by Marion County Fire Rescue, the request is not expected to create a concern for emergency services. Additional agreements may be required prior to site plan approval, should unforeseen issues arise.

2. **The proposed special use permit is consistent with the current Comprehensive Plan.** Map 1: Marion County 2035 Future Land Use (FLU) Map of the Comprehensive Plan designates this Commerce District as provided by the FLU Element (FLUE) which is intended for the most intense commercial and industrial uses. The proposed height requested does not violate the Plan.

3. **The proposed zoning change is compatible with land uses in the surrounding area.** The site is designated Commerce District and is the first development of its kind in Marion County, considering the 145ft building height. There will likely be visual impacts to the neighboring properties and road ROW. However, the site is located centrally to the Commerce District and there is an expectation that the sightline will change with increased development such that the visual impact can be softened with more typical structure heights closer to residential properties.

   It should be noted that the overall PUD was approved with reduced shade tree and buffer requirements, and the Board may consider enhanced buffers along the site perimeter in order to soften the visual impact of the structure, particularly if there are future modification requests for the overall PUD.

Staff Recommendation: APPROVAL WITH DEVELOPMENT CONDITIONS -

Approval Conditions:

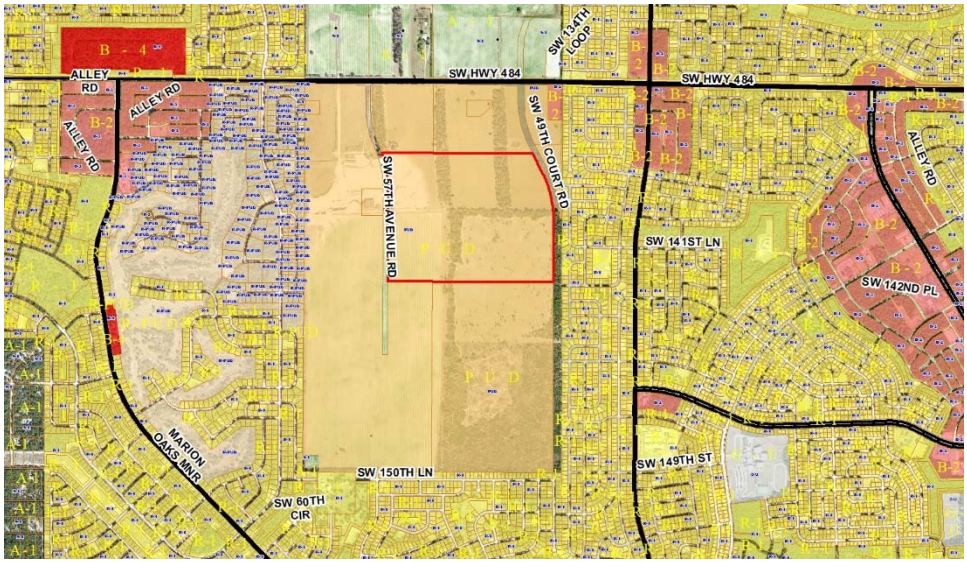
1. The project shall be developed consistent with the with the project Concept Plan (Dated _____), architectural graphic images. Sight line analysis and minimum development standards will be provided within 60 days of SUP approval.

Further, staff advises a full analysis and review of PUD structure heights and buffer requirements in the event of a future PUD modification. Reconsideration of buffer requirements may be warranted in order to improve compatibility of the industrial/commercial areas with residential areas, improve aesthetics and reduce the potential creation of heat islands.

DIGITAL RENDERING OF PROPOSED HIGH BAY AREA FROM HWY 484 (provided by applicant)



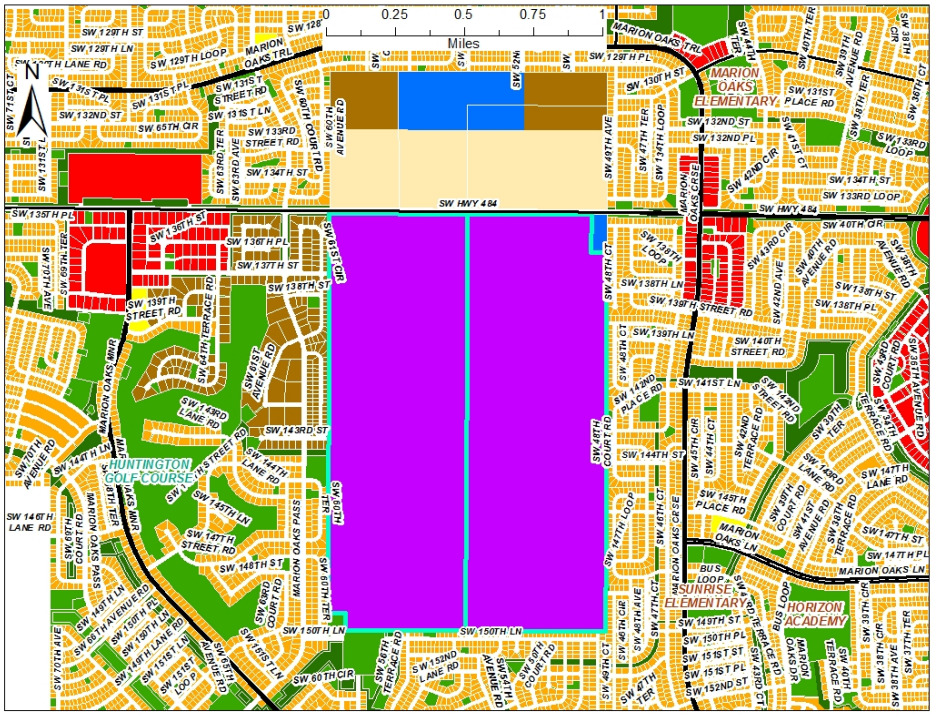
EXISTING ZONING



ZONING DISTRICTS

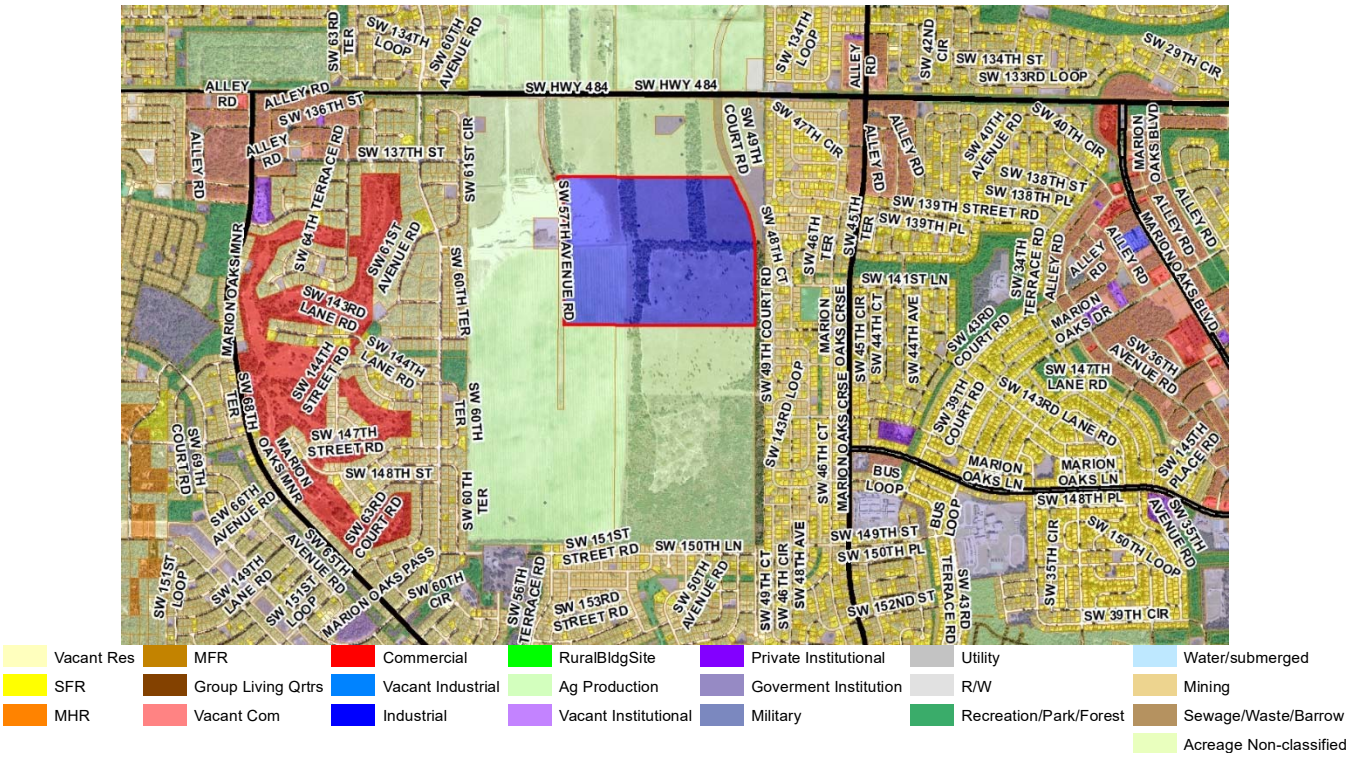
- A-1 General Agriculture
- A-2 Improved Agriculture
- A-3 Residential Agricultural Estate
- RR-1 Rural Residential
- R-E Residential Estate
- R-1 Single-Family Dwelling
- R-2 One-and Two-Famiy Dwelling
- R-3 Multiple Family Dwelling
- R-4 Residential Mixed Use
- MH Manufactured Housing
- P-MH Mobile Home Park
- P-RV Recreational Vehicle Park
- RR Recreational Resort
- RAC Rural Activity Center
- R-O Residential Office
- B-1 Neighborhood Business
- B-2 Community Business
- B-3 Specialty Business
- B-4 Regional Business
- B-5 Heavy Business
- RC-1 Rural Commercial
- RI Rural Industrial
- M-1 Light Industrial
- M-2 Heavy Industrial
- I-C Industrial Complex
- G-U Government Use
- R-PUD Residential Planned Unit Development
- PUD Planned Unit Development

EXISTING FUTURE LAND USE DESIGNATION



- Rural Land (1 du/10 ac)
- Low Residential (0 - 1 du/ac)
- Medium Residential (1 - 4 du/ac)
- High Residential (4 - 8 du/ac)
- Urban Residential (8 - 16 du/ac)
- Rural Activity Center (0 - 2 du/ac; FAR 0.35)
- Rural Community (0 - 3 du/ac; FAR 0.70)
- Commercial (0 - 6 du/ac; FAR 1.0)
- Employment Center (0 - 12 du/ac; FAR 2.0)
- Commerce District (N/A; FAR 2.0)
- Public (N/A; FAR 1.0)
- Preservation (N/A; N/A)
- Municipality

EXISTING PROPERTY USES PER MCPA PROPERTY CODE



PROPOSED SUP CONCEPT PLAN

PROPOSED FLORIDA CROSSROADS COMMERCE PARK (SOUTH) PUD
ARCHITECTURE IMAGES SUBMITTED WITH APPROVED PUD PLAN



INDUSTRIAL

THE IMAGES ILLUSTRATED HERE ARE TO REPRESENT THE ANTICIPATED ARCHITECTURAL STYLE FOR THE DEVELOPMENT. FINAL ARCHITECTUAL PLANS AND ELEVATIONS WILL BE SUBMITTED AT THE TIME OF MAJOR SITE PLAN REVIEW FOR EACH LOT.



COMMERCIAL

THE IMAGES ILLUSTRATED HERE ARE TO REPRESENT THE ANTICIPATED ARCHITECTURAL STYLE FOR THE DEVELOPMENT. FINAL ARCHITECTUAL PLANS AND ELEVATIONS WILL BE SUBMITTED AT THE TIME OF MAJOR SITE PLAN REVIEW FOR EACH LOT.

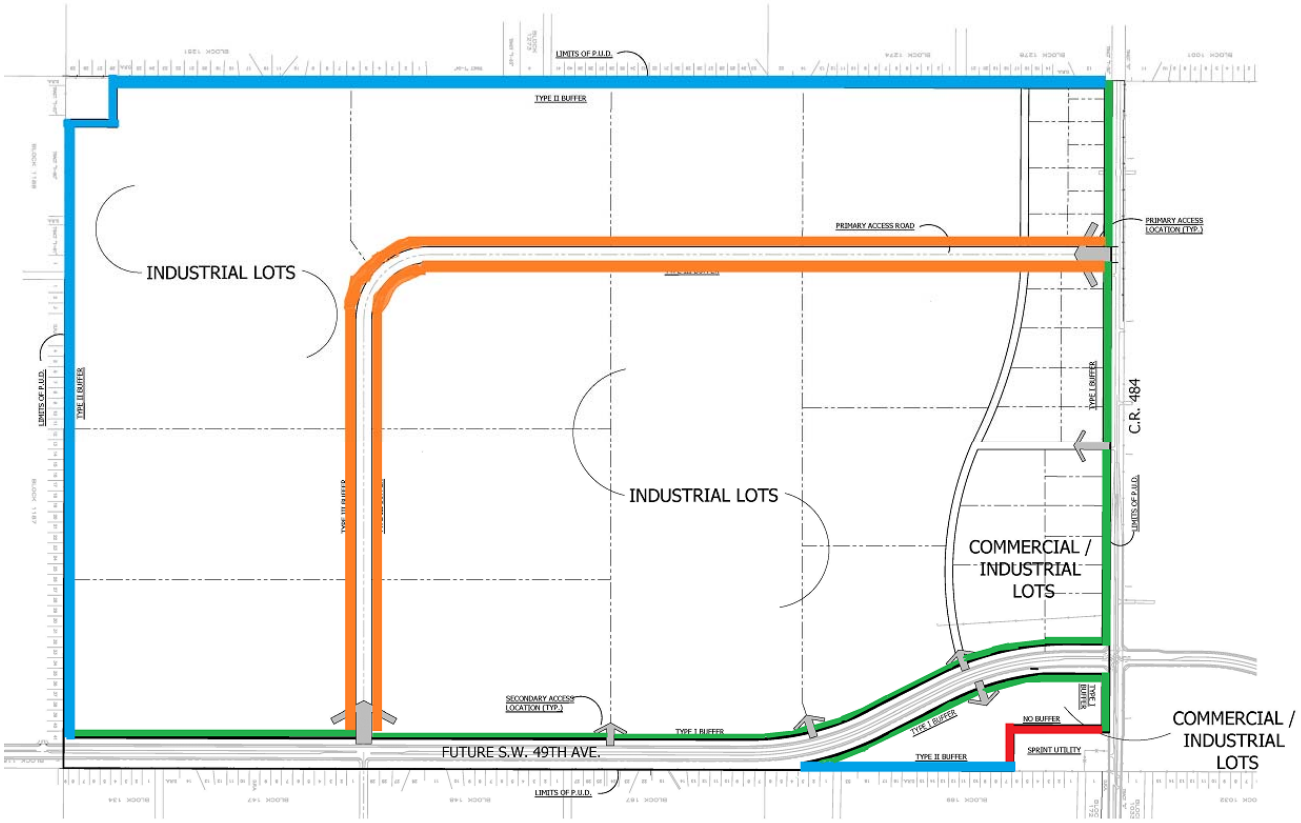
TABLE 5: FLORIDA CROSSROADS COMMERCE PARK PUD PROPOSED USES		
USE	**PROPOSED**	**RECOMMENDED**
COMMERCIAL	ALLOWABLE USES SHALL INCLUDE ALL B-2 (COMMUNITY BUSINESS) USES AS LISTED IN THE MARION COUNTY LAND DEVELOPMENT CODE	ALLOWABLE USES SHALL INCLUDE ALL B-5 (HEAVY BUSINESS) AND B-3 (SPECIALITY BUSINESS) USES AS LISTED IN THE MARION COUNTY LAND DEVELOPMENT CODE; HOWEVER USES LISTED AS PERMITTED IN THE B-1 (NEIGHBORHOOD BUSINESS), B-2 (COMMUNITY BUSINESS), AND B-4 (REGIONAL BUSINESS) IN THE MARION COUNTY LAND DEVELOPMENT CODE SHALL NOT BE PERMITTED, BUT MAY BE CONSIDERED BY SPECIAL USE PERMIT AS PROVIDED IN THE LAND DEVELOPMENT CODE, OR EQUIVALENT PROCESS, AT THE TIME SUCH AN APPLICATION IS MADE. *Applicant verbally indicated this condition is acceptable.*
INDUSTRIAL	ALLOWABLE USES SHALL INCLUDE ALL M-1 (LIGHT INDUSTRIAL) AND M-2 (HEAVY INDUSTRIAL) USES AS LISTED IN THE MARION COUNTY LAND DEVELOPMENT CODE	ALLOWABLE USES SHALL INCLUDE ALL M-1 (LIGHT INDUSTRIAL) AND M-2 (HEAVY INDUSTRIAL) USES AS LISTED IN THE MARION COUNTY LAND DEVELOPMENT CODE

TABLE 6: FLORIDA CROSSROADS COMMERCE PARK PUD PROPOSED DEVELOPMENT STANDARDS								
Structure Type		**Minimum Lot**			**Minimum Setbacks**			**Max Height**
		Width	**Depth**	**Area**	**Front**	**Rear**	**Side/Corner**	
COM	Principle	20’	65’	SF	40’	25’	10’/15’	50’
	Accessory	N/A	N/A	N/A	40’	25’	5’/5’	30’
	Mechanical	N/A	N/A	N/A	N/A	5’	5’/5’	30’
IND[1]	Principle	20’	35’	SF	25’	10’	10’/15’	65’
	Accessory	N/A	N/A	N/A	25’	10’	10’/5’	50’
	Mechanical	N/A	N/A	N/A	N/A	5’	5’/5’	50’

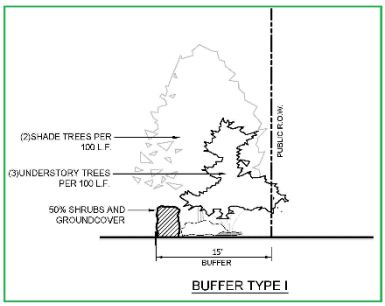
Principal Structure = Main operations building, etc.;
Accessory Structure = detached site support facilities such as accessory support office, maintenance building/office, truck scales, guardshack, etc.;
Mechanical Structure = non-habitable/occupied facilities for mechanical support such as chiller plant that are not used/accessed by heavy equipment or vehicles (e.g., truck scales, etc.);
All structure types, use, and operation shall be subject to the “plainly audible” standard applicable to their use consistent with Marion County’s Noise Ordinance.

[1]For the industrial lots, there shall be a minimum 50’ setback for all structure types from the PUD’s overall west and south boundaries and adjacent to SW 49th Avenue; this required 50’ setback is not inclusive of the required buffer type along that respective shared boundary or SW 49th Avenue frontage.

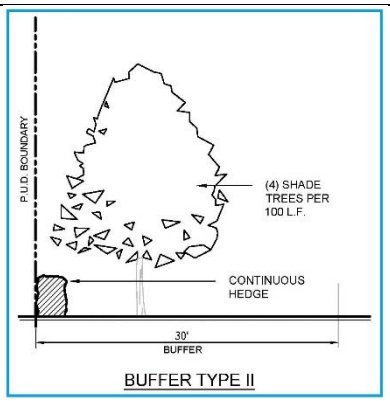
TABLE 7B: APPLICANT'S FLORIDA CROSSROADS COMMERCE PARK PUD
PROPOSED BUFFER DEFINITIONS AND TYPICALS



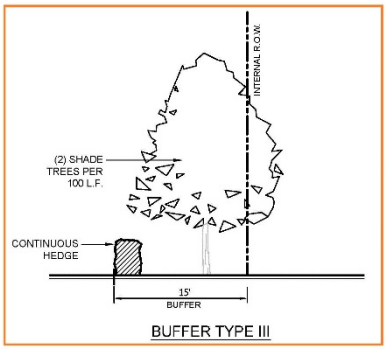
NOTE: LOTS ILLUSTRATED ARE PRELIMINARY AND MAY BE REVISED IN THE FUTURE.



BUFFER TYPE I



BUFFER TYPE II



BUFFER TYPE III

TYPE I BUFFER
15 L.F. WIDE MIN.
2 SHADE TREES PER 100 L.F.
3 UNDERSTORY TREES PER 100 L.F.
50% OF BUFFER TO BE PLANTED WITH SHRUBS AND GROUNDCOVER

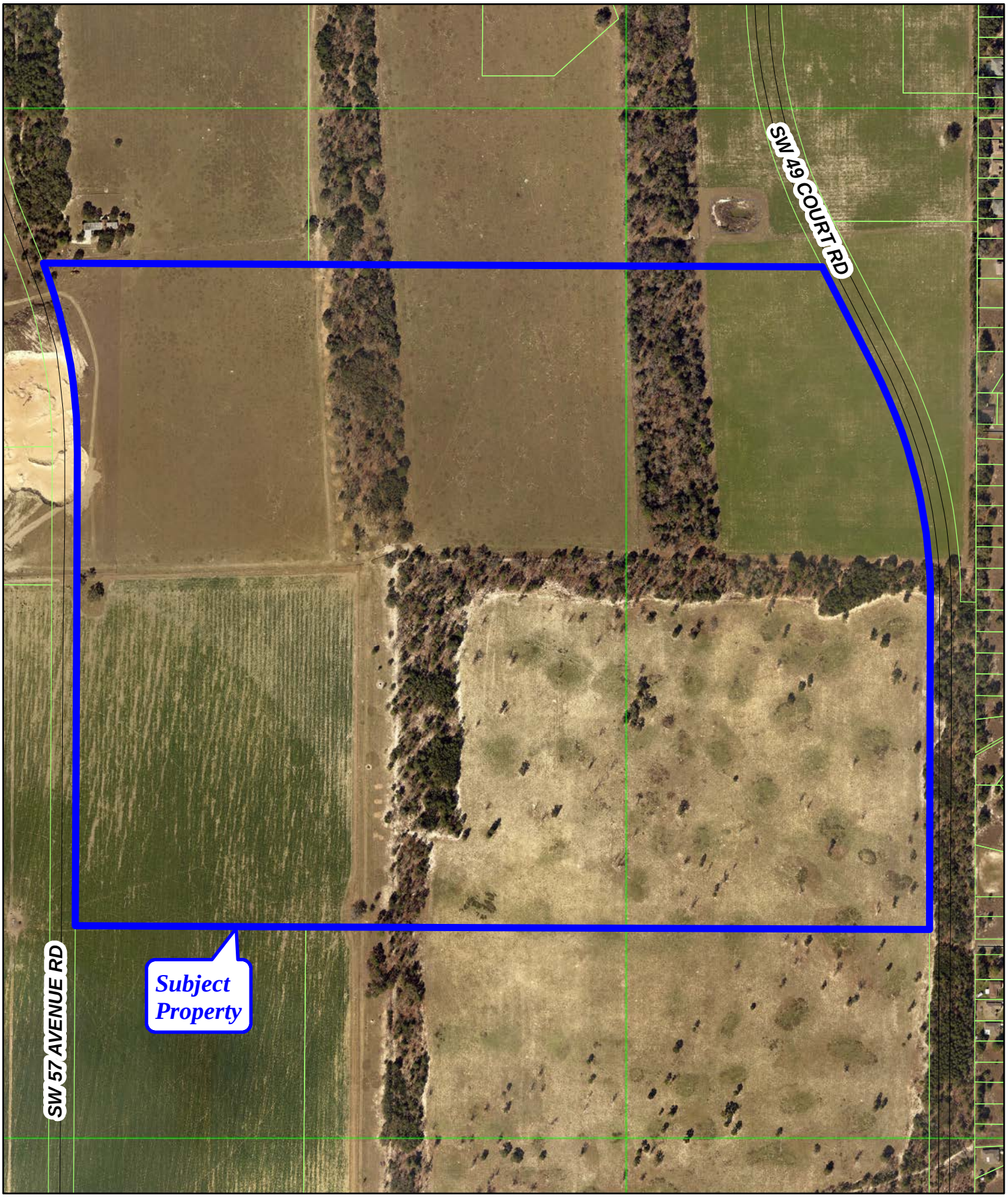
TYPE II BUFFER
30 L.F. WIDE MIN.
4 SHADE TREES PER 100 L.F.
A CONTINUOUS HEDGE, 24" TALL AT TIME OF PLANTING AND CAN REACH A MINIMUM OF 6 FT. IN HEIGHT.

TYPE III BUFFER
15 L.F. WIDE MIN.
2 SHADE TREES PER 100 L.F.
CONTINUOUS HEDGE, 24" AT TIME OF PLANTING.

INDUSTRIAL ON-SITE TREE REQUIREMENTS:
INDUSTRIAL SITES SHALL BE REQUIRED TO PROVIDE SHADE TREES ONLY IN EMPLOYEE PARKING AREAS AND ADJACENT TO PRIVATE / PUBLIC RIGHT-OF-WAYS AS DEFINED IN THE ABOVE BUFFER REQUIREMENTS.

COMMERCIAL ON-SITE TREE REQUIREMENTS:
COMMERCIAL SITE SHALL MEET THE CURRENT REQUIREMENT OF THE MARION COUNTY LAND DEVELOPMENT CODE.

Aerial: 210516SU

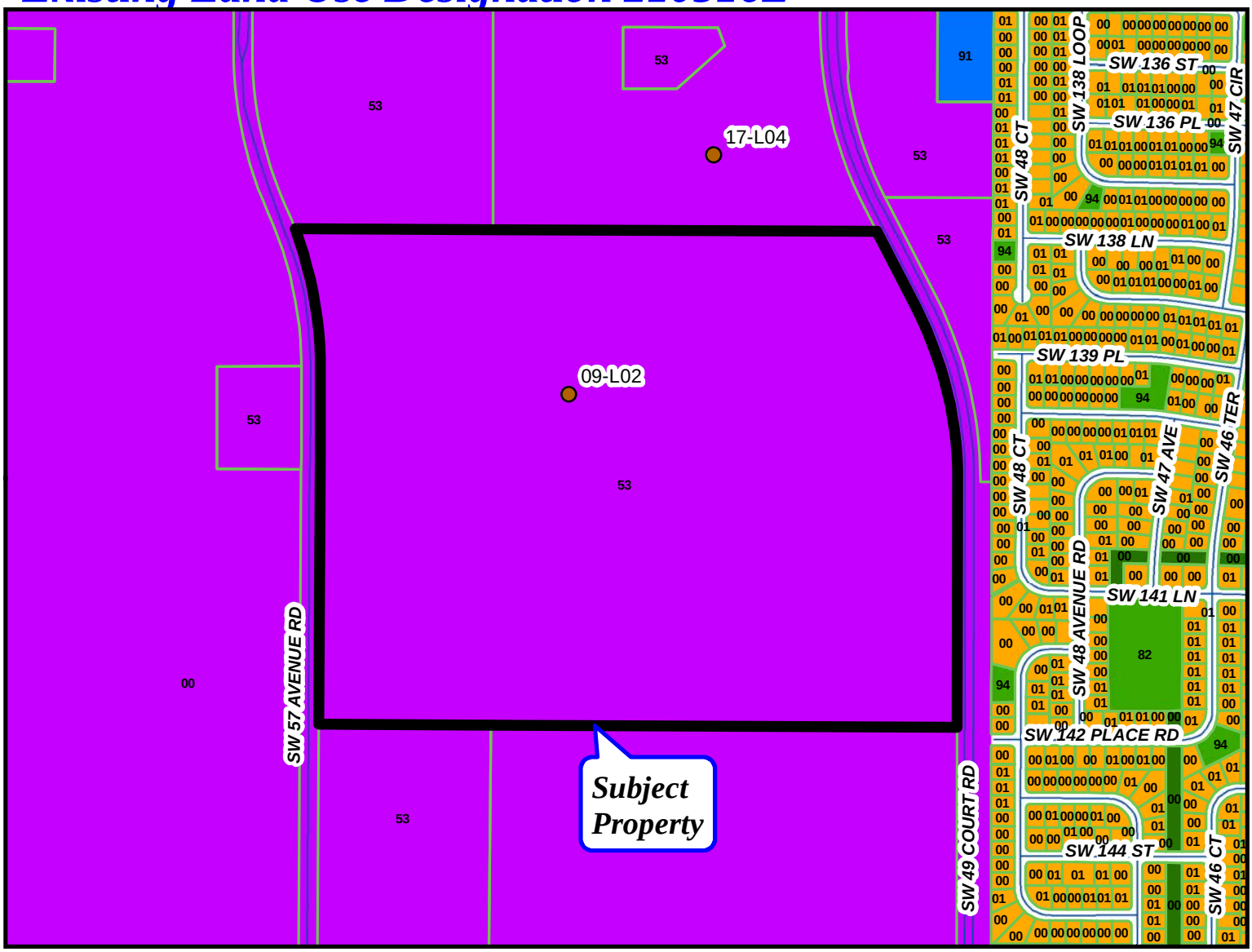


N

0 330 660 990 1,320

Feet

Existing Land Use Designation 210516Z



Use per MC Property Appraiser	
01	Single Family Res
50-69/99	Agricultural
00/10/40/70	Vacant
71	Church
02	Mobile Home
06-07/11-39	Commercial
41-49	Industrial
83-98	Public
82	Recreation
03-05/08	Multi-Family
77	Club/Lodge/Union Hall

OWNER(S): Dollar Tree Distribution, Inc. - c/o Michael Lech

AGENT: Van Emery - c/o H&M Company

PARCEL(S): 41205-002-00

All provided GIS data is to be considered a generalized spatial representation, which is subject to revisions. The feature boundaries are not to be used to establish legal boundaries. For specific visual information, contact the appropriate county department or agency. The information is provided visual representation only and is not intended to be used as legal or official representation of legal boundaries.

N

Legend

- All Amendments
- **Policy 1.20**
- Rural Land (1 du/10 ac)
- Low Residential (0 - 1 du/ac)
- Medium Residential (1 - 4 du/ac)
- High Residential (4 - 8 du/ac)
- Farmland Preservation Area
- Urban Residential (8 - 16 du/ac)
- Rural Activity Center (0 - 2 du/ac; FAR 0.35)
- Rural Community (0 - 3 du/ac; FAR 0.70)
- Commercial (0 - 6 du/ac; FAR 1.0)
- Environmentally Sensitive Overlay Zone (ESOZ)
- Employment Center (0 - 12 du/ac; FAR 2.0)
- Commerce District (N/A; FAR 2.0)
- Public (N/A; FAR 1.0)
- Preservation (N/A; N/A)
- Municipality

2105165U

AR#: 26357

PA#: 41205-002-00

Marion County
Board of County Commissioners
Growth Services • Planning & Zoning
2710 E. Silver Springs Blvd.
Ocala, FL 34470
Phone: 352-438-2600
Fax: 352-438-2601
www.marioncountyfl.org

SPECIAL USE PERMIT APPLICATION - REGULAR - $700

The undersigned hereby requests a Special Use Permit in accordance with Marion County Land Development Code, Articles 2 and 4, for the purpose of: PUD ZONING LIMITS MAXIMUM BUILDING HEIGHT TO 75 FEET. WE REQUEST AN ALTERNATIVE MAXIMUM HEIGHT OF 145 FEET IN ORDER TO ACCOMMODATE AN AUTOMATED RACK STORAGE SYSTEM.

Description: (Please attach a copy of the deed and location map.) **Parcel Zoning:** PUD

Parcel account number(s): 41205-002-00 ✓

Property dimensions: 3,366' x 2,634' **Total Acreage:** 200.13 ✓

Directions: SITE IS LOCATED IN FLORIDA CROSSROADS COMMERCE PARK - SOUTH OF CR 484, SW 48th COURT ROAD IS ALONG EAST PROPERTY BOUNDARY AND PARK ROAD IS ON THE WEST.

Each property owner(s) MUST sign this application or provide written authorization naming an applicant or agent to act on his behalf. **Please print all information, except for the Owner and Applicant/Agent signature.**

c/o Dollar Tree Distribution, Inc. MICHAEL LECH	VAN EMERY
Property Owner name (please print)	**Applicant or agent name (please print)**
500 VOLVO PARKWAY	50 SECURITY DRIVE
Mailing Address	**Mailing Address**
CHESAPEAKE VA 23320	JACKSON, TN 38305
City, State, Zip code	**City, State, Zip code**
757-321-3604	731-571-9764
Phone number (include area code)	**Phone number (include area code)**
BSMIT735@DOLLARTREE.COM	vemery@hmcompany.com
E-mail address	**E-mail address**
Michael Lech	V Emery
Signature	**Signature**

PLEASE NOTE: A representative is strongly encouraged to attend the public hearings when this application will be discussed. If no representative is present, the request may be postponed or denied. Hearing notices will be mailed to the address(es) listed above. All information submitted must be correct and legible to process the Application. Contact Growth Services Planning & Zoning at (352) 438-2675 for more information.

S T R
16 17 21

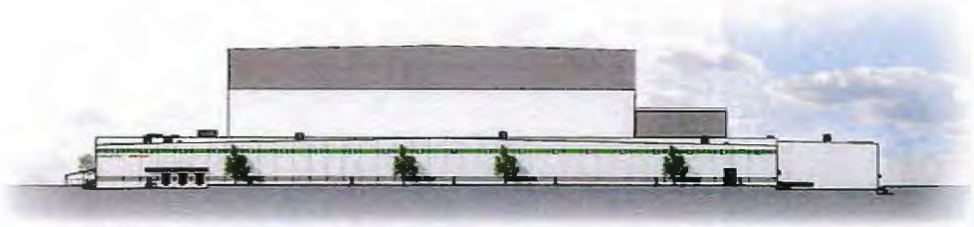
STAFF/OFFICE USE ONLY					
Project No.: 2019110086	Code Case No.: —			Application No.: 26357	
Rcvd by: YB	Rcvd Date: 3/2/21	FLUM: CD		Zoning Map No.: 152	Rev: 04/20/15

FINDINGS
DTI Expansion

Special Use (Written findings & facts)

1. Access to business will be off of Hwy 484. There is an employee blacktop entrance to building from SW 49th Court Road which leads to parking spaces including handicap for employees and customers to park. There is also truck blacktop drive from Park Road which leads to the truck docks for loading/unloading and truck trailer staging parking spaces.
2. All access roads and parking areas will be blacktop. This project will provide 335 additional employee parking spaces and 1,200 additional trailer staging spaces. Off-street parking and loading areas are not required.
3. Waste removal will be provided by Waste Management with a corporate contract. Trash is collected in trash compactors that are located against the building along the dock walls.
4. Power Company is SECO Energy. Marion County will provide water and sewer service. There is no requirement for gas service.
5. Property in front of building will be landscaped with grass. Bushes will be around front entrance. Employee parking will have islands with trees. A chain link fence will be used to secure the developed areas of the site. There is a landscape berm with trees along SW 49th Court Street that also includes a 10' strip of sod along the sidewalk. Landscaping will be as per code.
6. Illuminated business signs will be mounted to the building. Monument signs are located at the employee entrance and the truck entrance and are illuminated with ground-mounted flood lights. There will also be a few small directional signs to direct truck drivers on the business campus. Signage will be as per code. Building–mounted lighting and pole-mounted lighting will utilize LED light cut-off fixtures that directs the light downward. A photometric plan will be provided that will demonstrate fugitive lighting will be minimized.
7. Building and parking setbacks will be in compliance with local codes and ordinances.
8. The project is located on a site in Florida Crossroads Commerce Park. This is an industrial park that is zoned PUD. Adjacent properties in the park are currently vacant.
9. Yes, we would be willing to discuss any special conditions necessary to get this special use permit.

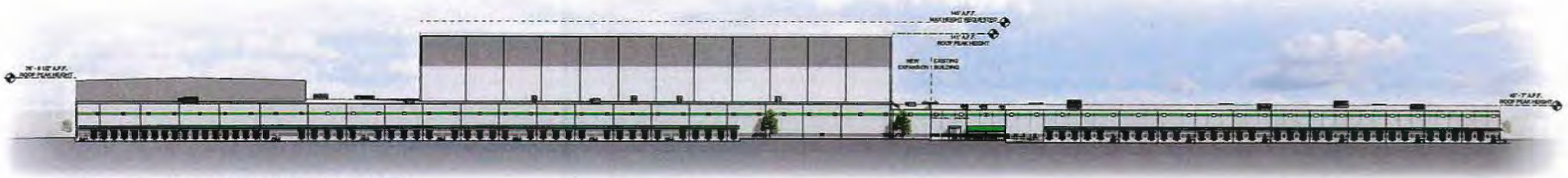
#210516SU



DISTRIBUTION CENTER - EAST ELEVATION

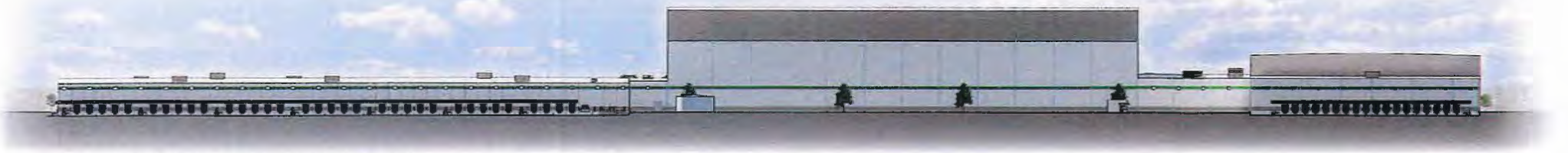


DISTRIBUTION CENTER - WEST ELEVATION



DISTRIBUTION CENTER - SOUTH ELEVATION

OCALA, FLORIDA



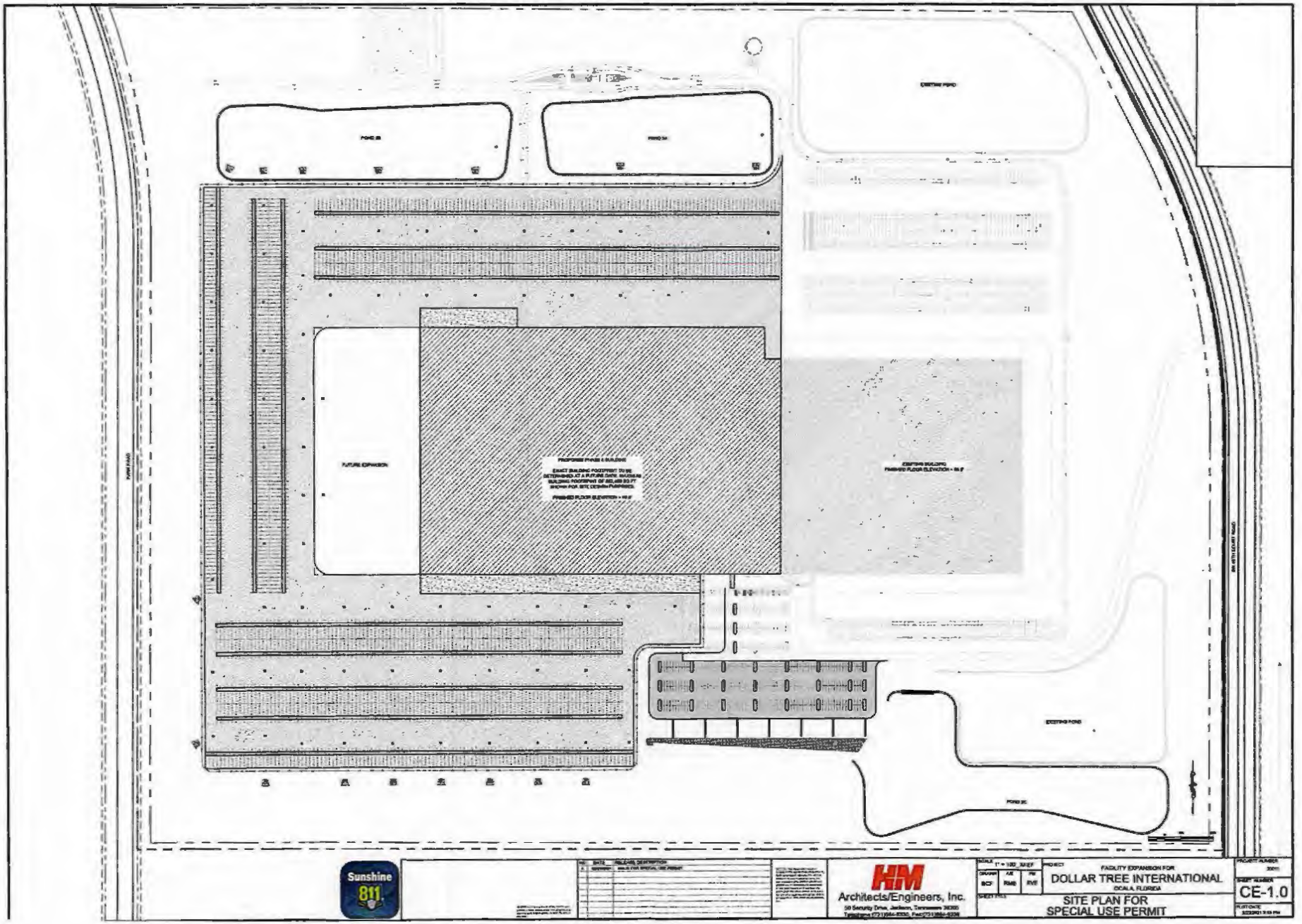
DISTRIBUTION CENTER - NORTH ELEVATION

DISTRIBUTION CENTER ELEVATIONS
DOLLAR TREE DISTRIBUTION CENTER
OCALA, FLORIDA

H&M Company, Inc.

February 19, 2019
Scale: NTS
PN: 20011

1.0


Sunshine 811
HM
Architects/Engineers, Inc.
FACILITY EXPANSION FOR
DOLLAR TREE INTERNATIONAL
OCALA, FLORIDA
SITE PLAN FOR
SPECIAL USE PERMIT
CE-1.0

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3050 **Agenda Date:** 5/18/2021 **Agenda No.:** 15.3.4.

SUBJECT:
210505Z - Jayne Ward, B-4 to M-1, 14.83 Acres

INITIATOR:
Mary Elizabeth Burgess, Director

DEPARTMENT:
Growth Services

DESCRIPTION/BACKGROUND:
210505Z - Jayne M. Ward, 5480 N. Shore Road, Pensacola, FL 32507, request a Zoning Change, Articles 2 and 4, of the Marion County Land Development Code, from B-4 (Regional Business) to M-1 (Light Industrial), for all uses permitted, including uses compatible with an airport, on approximately 14.83 Acres, on Parcel Account Numbers 34899-002-00 and 34899-004-00.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Both Staff and the P&Z Commission Recommended Approval

MARION COUNTY GROWTH SERVICES

Date: 5/5/2021

P&Z: 4/26/2021 BCC: 5/18/2021

Application No:
210505Z

Type of Application
Rezoning

Request
From B-4 Regional Business to M-1 Light Industrial, for all permitted uses

Owner
Jayne Ward

Parcel #/Acreage
34899-002-00, 34899-004-00 / 14.83 acres

Future Land Use
Employment Center

Existing Zoning
B-4 Regional Business

Staff Recommendation
Approval

P&Z Recommendation:
Approval

Project Planner
Dan Zhu, Planner II



Item Summary
Staff is recommending **Approval** for a rezoning from B-4 Regional Business, 14.83 acres to M-1 Light Industrial for all permitted uses. The change in zoning will not adversely affect the public interest and is consistent with the current Comprehensive Plan. The request is also compatible with land uses in the surrounding areas. The development of the site will be required to comply with the Land Development Code.

Public Notice
Notice of public hearing was mailed to 6 property owners within 300 feet of the subject property. This item was pulled off of the consent agenda during the P&Z Commission Public Hearing.

Background

Location
The subject property is located at 15869 & 15877 SW HWY 484 Dunnellon.

The following table summarizes adjacent future land use designations, zoning districts and existing uses:

ADJACENT PROPERTY CHARACTERISITICS			
Direction of Adjacency	**Future Land Use Designation**	**Zoning**	**Existing Use/MCPA Property Class**
North	Rural Land	M-1 Light Industrial	(86) County Property
South	Rural Land	A-1 General Agriculture	(60-65) Grazing
West	Employment Center	B-4 Regional Business	(10) Vacant Commercial
East	Employment Center	B-4 Regional Business A-1 General Agriculture	(02) Improved Mobile Home (01) Improved Residential

Infrastructure

The access to the site is from SW HWY 484.

ROADWAY STATUS AND CONDITIONS						
			Existing Conditions			
Road	Class	Maint. Entity	Surface	No. Lanes	R/W Width	R/W Deficiency
SW HWY 484	Arterial	County	Paved	2	110’	10’

Request:

The applicant is requesting to rezone from B-4 Regional Business to M-1 Light Industrial, for all permitted uses.

Analysis:

The subject property is located to the north of SW HWY 484, south of the Dunnellon Airport and west of the Dunnellon Airport Subdivision. It is outside of the Environmentally Sensitive Overlay Zone and within the secondary Springs Protection Zones and most/more vulnerable categories under Marion County Aquifer Vulnerability Assessment.

The subject property received a Special Use Permit (111007SU) in 2011 for the purpose of outdoor flea market in B-4. The Special Use Permit expired on

October 18th, 2013. In 2011, the subject property had also requested rezoning to B-5 which was denied; instead B-4 zoning was granted under case number 111007Z with resolution 11-R-421.

The application has been reviewed by the County's Development Review Committee (DRC). The following comments were noted:

Engineering/Dev Review: The applicant should note that a Major Site Plan is required when the existing and proposed impervious coverage exceeds 9,000sf.

Engineering/Traffic: A change from B-4 to M-1 zoning won't result in a significant change in the potential amount of traffic generated from the site.

Fire Marshall: Any new commercial structures will be required to be built to the minimum requirements of the Florida Fire Prevention Code.

Planning: Site (2 parcels) is designated Employment Center that accommodates M-1 (Light Industrial) uses. Portions of the site may be affected by Airport Overlay Zone standards that may affect site uses and or site designs (e.g., heights, building construction for noise, etc.). Marion County Airport should be further consulted in relation to this request.

Utilities: Parcel within Marion County Utilities public service area; connection may be required (by extension) depending on use when developed. Close proximity of Rainbow Springs primary protection zone.

Zoning: subject property has EC land use, which allows for industrial uses. Property received a SUP for flea-market in B-4, but this was not enacted upon. The SUP has since expired. Original request was for B-5, which was denied.

In reaching its decision, the Commission will find:

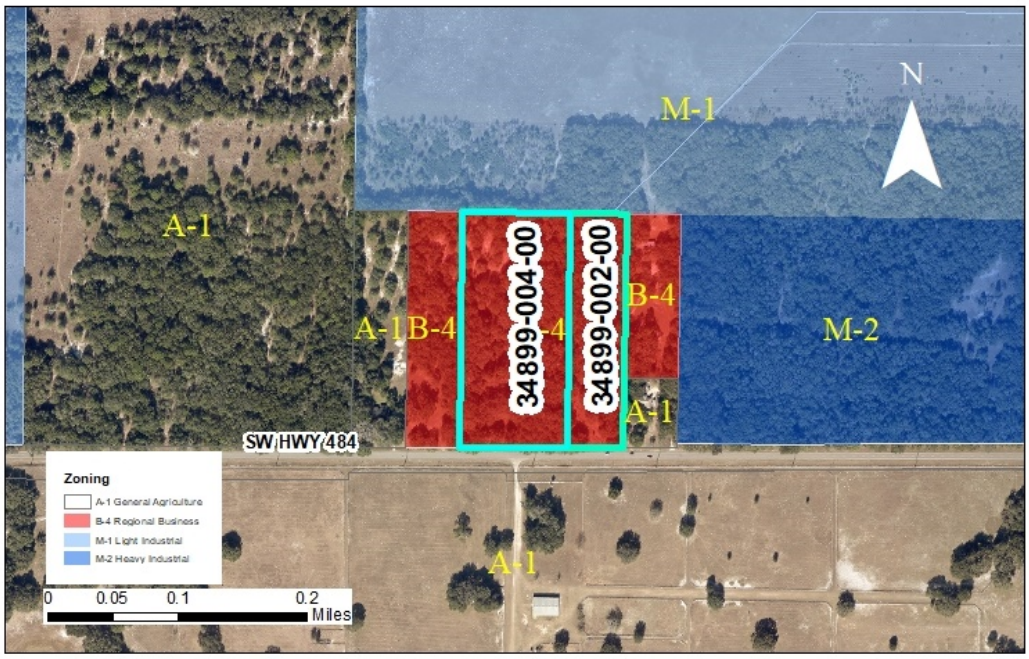
a. Granting the proposed zoning change will not adversely affect the public interest. The subject property is adjacent to M-1 Light Industrial on its north. The proposed rezoning is consistent with the surrounding area and is not anticipated to adversely affect the public interest.

b. The proposed zoning change is consistent with the current Comprehensive Plan. The Marion County 2045 Future Land Use Map of the Comprehensive Plan designates the subject property as Employment Center. According to Policy 2.1.23, this land use is intended to provide a mix of business, enterprise, research and development, light to moderate intensity commercial, and light industrial activities. The subject property's request for M-1 Light Industrial, is consistent with the land use and consistent with the Marion County Comprehensive Plan.

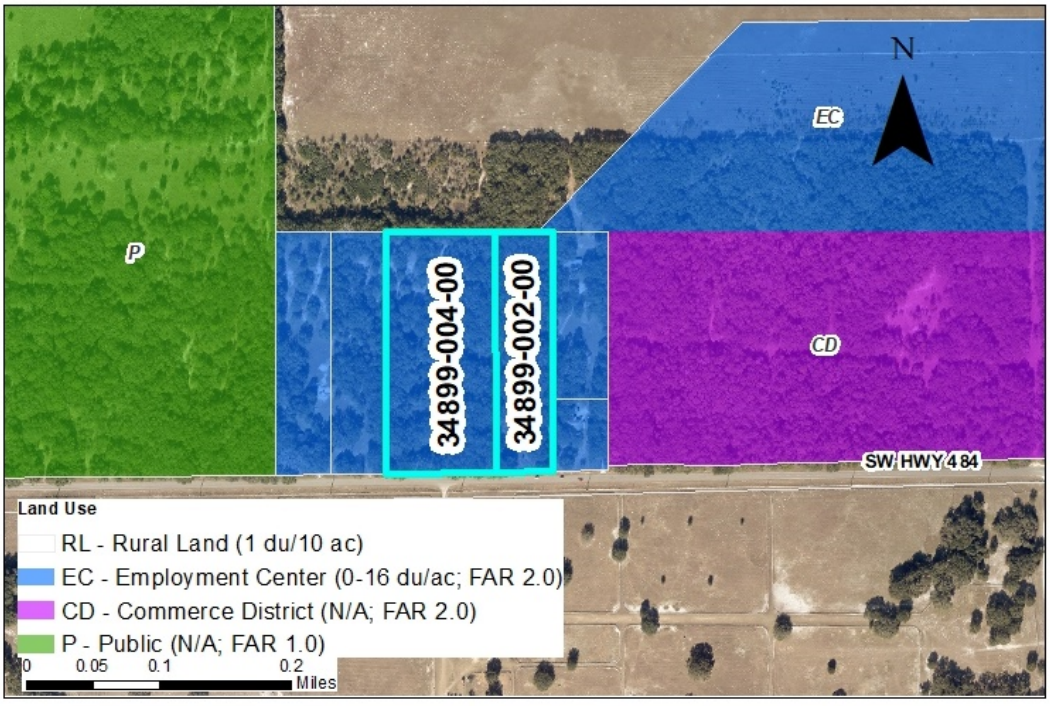
c. The proposed zoning change is compatible with land uses in the surrounding area. The proposed rezoning to M-1 is consistent with land use of vicinity properties. Dunnellon Airport, zoned M-1, abuts the subject property to the north. There are residential and vacant commercial on its east and west. The land use of employment center and commerce district are in the vicinity of the subject property, which is intended to provide intense (or more) commercial and industrial uses in urban area. Allowing the subject property to rezone to M-1 is consistent with the surrounding area and the long-term plan for the area.

STAFF RECOMMENDATION: APPROVAL
PLANNING & ZONING COMMISSION RECOMMENDATION: APPROVAL

Zoning (The subject property is zoned B-4, Regional Business)



Future land use (The subject property has future land use of employment center.)



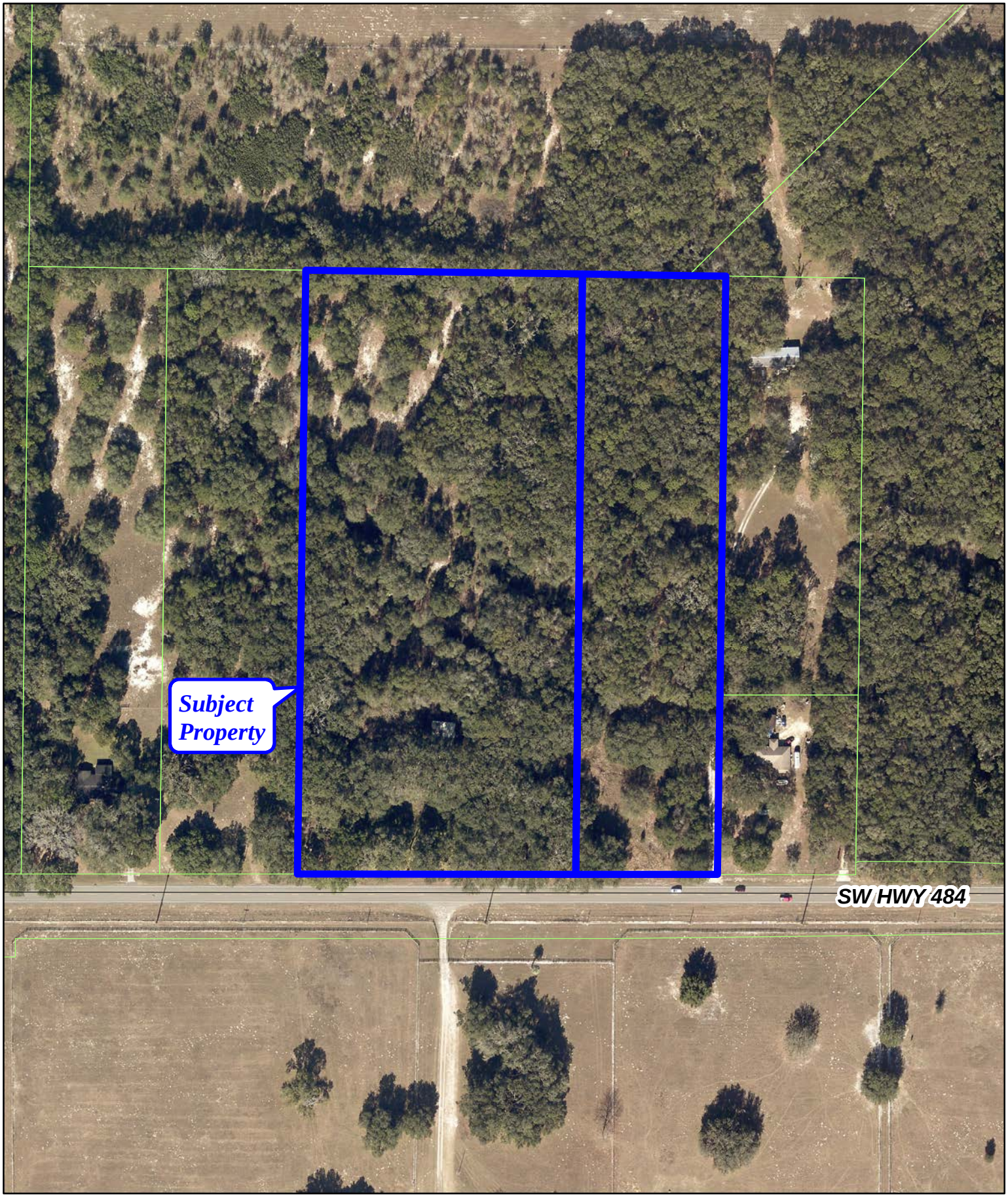
The subject property



SW HWY 484



Aerial: 210505Z



N

0 100 200 300 400
Feet

Existing Land Use Designation 210505Z



Use per MC Property Appraiser	
01	Single Family Res
50-69/99	Agricultural
00/10/40/70	Vacant
71	Church
02	Mobile Home
06-07/11-39	Commercial
41-49	Industrial
83-98	Public
82	Recreation
03-05/08	Multi-Family
77	Club/Lodge/Union Hall

OWNER(S): Jayne M. Ward

AGENT: SAME

PARCEL(S): 34899-002-00, 34899-004-00

All provided GIS data is to be considered a generalized spatial representation, which is subject to revisions. The feature boundaries are not to be used to establish legal boundaries. For specific visual information, contact the appropriate county department or agency. The information is provided visual representation only and is not intended to be used as legal or official representation of legal boundaries.

N

Legend

- All Amendments
- **Policy 1.20** ☆
- Rural Land (1 du/10 ac)
- Low Residential (0 - 1 du/ac)
- Medium Residential (1 - 4 du/ac)
- High Residential (4 - 8 du/ac)
- Farmland Preservation Area
- Urban Residential (8 - 16 du/ac)
- Rural Activity Center (0 - 2 du/ac; FAR 0.35)
- Rural Community (0 - 3 du/ac; FAR 0.70)
- Commercial (0 - 6 du/ac; FAR 1.0)
- Environmentally Sensitive Overlay Zone (ESOZ)
- Employment Center (0 - 12 du/ac; FAR 2.0)
- Commerce District (N/A; FAR 2.0)
- Public (N/A; FAR 1.0)
- Preservation (N/A; N/A)
- Municipality

#2105053
AR#: 26281
PA#s: 34899-002-00
and 34899-004-00

Marion County
Board of County Commissioners
Growth Services ▪ Planning & Zoning
2710 E. Silver Springs Blvd.
Ocala, FL 34470
Phone: 352-438-2675
Fax: 352-438-2676

APPLICATION FOR REZONING

Application No.: #2105053

The undersigned hereby requests a zoning change of the Marion County Land Development Code, Article 4, Zoning, on the below described property and area, from B-4 ✓ to M-1, for the intended use of:

Sale to a buyer that would conform with the current airport zoning

Legal description: (please attach a copy of the deed and location map)

Parcel account number(s): 34899-002-00 (4.83 ac.) and 34899-004-00 (10 ac.)

Property dimensions: 660 x 988 approximate total **Total acreage:** 14.83 ✓

Directions: South on Hwy 200 to west on Hwy 484, located adjacent to and south of the Mario

Situs: 15869 and 15877 SW Hwy 484, Dunnellon

The property owner must sign this application unless he has attached written authorization naming an agent to act on his/her behalf.

Jayne M. Ward ✓	
Property owner name (please print)	**Applicant or agent name (please print)**
5480 N Shore Rd ✓	
Mailing address	**Mailing address**
Pensacola Florida 32507	
City, state, zip code	**City, state, zip code**
850-261-6000	
Phone number (please include area code)	**Phone number (please include area code)**
Jayne Ward	
Signature	**Signature**

Please note: the zoning change will not become effective until 14 days after a final decision is made by the Marion County Board of County Commissioners. The owner, applicant or agent is encouraged to attend the public hearing where this application will be discussed. If no representative is present and the board requires additional information, the request may be postponed or denied. Notice of said hearing will be mailed to the above-listed address(es). All information given by the applicant or agent must be correct and legible to be processed. The filing fee is $1,000.00, and is non-refundable. For more information, please contact the Zoning Division at 352-438-2675.

****

FOR OFFICE USE ONLY

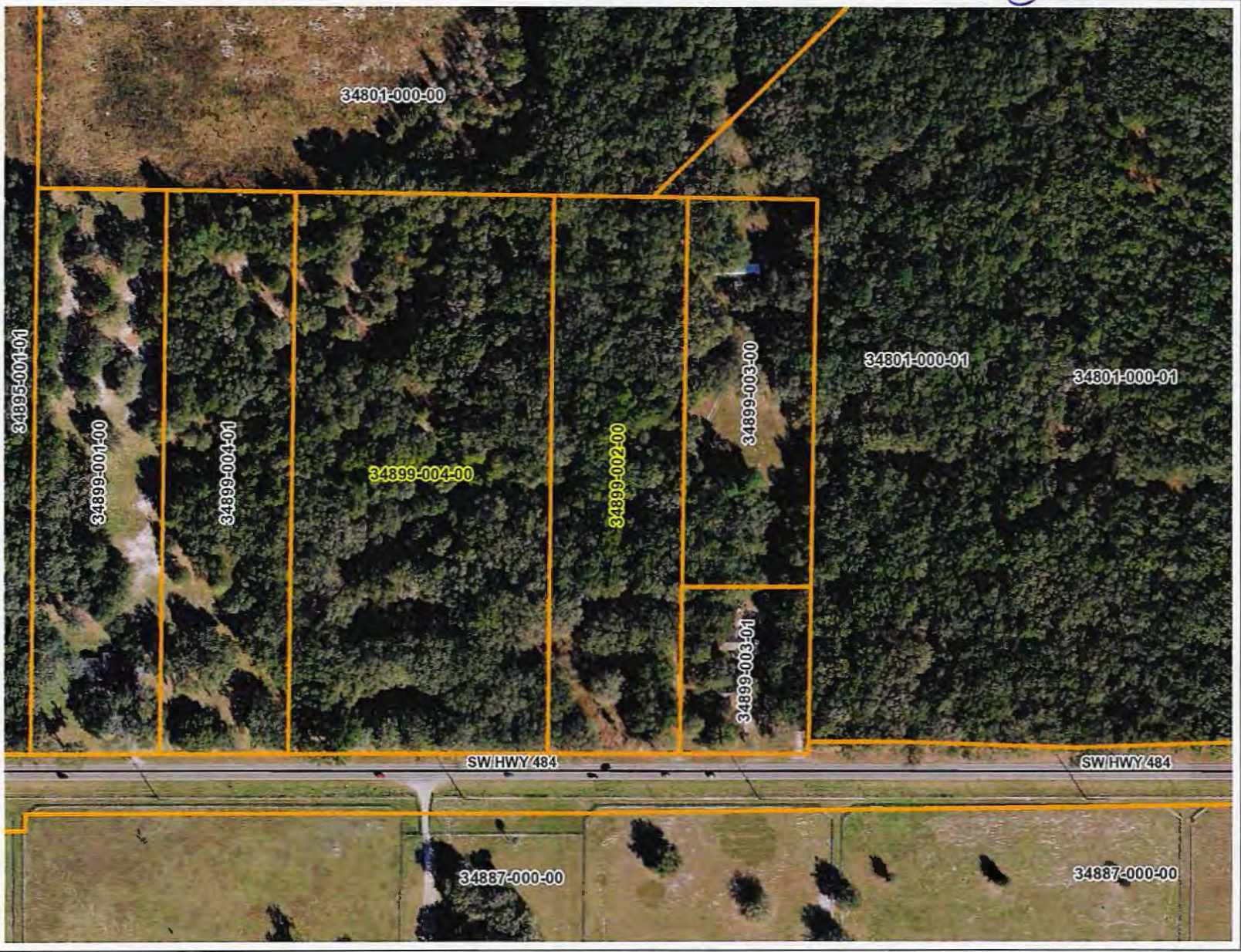
RECEIVED BY: RECEIVED FEB 17 2021 DATE: 2/17/21 ZONING MAP NO.: 61

AR # 26281 Project # 2021020070

Rev. 01/11/2021

Marion County | Growth Services Viewer | Map Title

#2105043





Legend

- Urban Growth Boundary
- Address Search Results
- Streets
- Parcels
- Municipalities
- Marion County

1: 3,043

1 in = 0.05 Miles

N W E S

0.1 0 0.05 0.1 Miles

Projected Coordinate System: NAD_1983_StatePlane_Florida_West_FIPS_0902_Feet

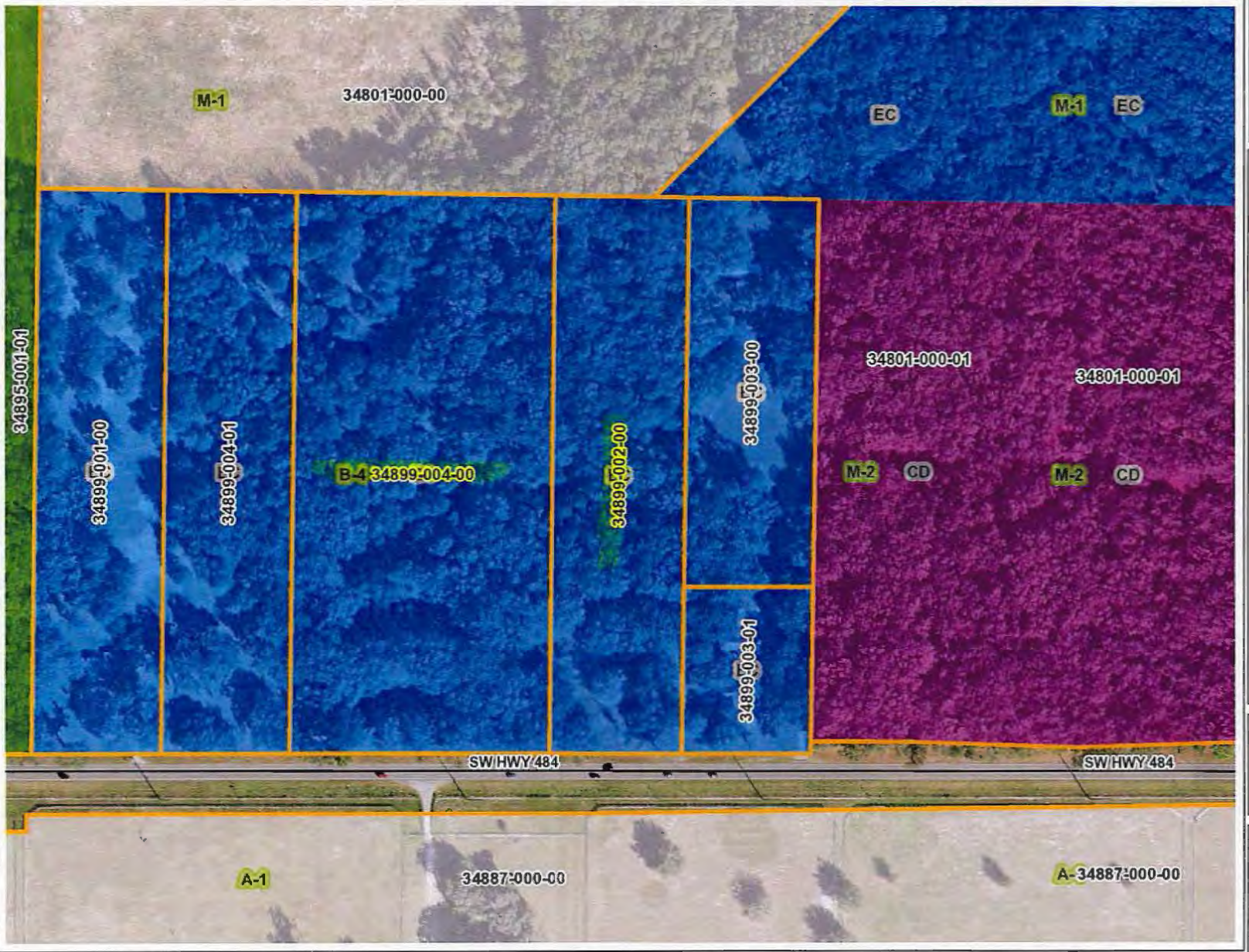
Created By:

This map was produced by a Marion County employee using an online internal mapping viewer. All GIS features provided through the Marion County online internal mapping viewer are to be considered a generalized spatial representation which is subject to revisions. The GIS features shown hereon are not to be used as legal descriptions. For confirmation of details related to the GIS features, please contact the appropriate department or constitutional office.

Notes

Creation Date: 2/18/2021

Marion County | Growth Services Viewer | Map Title





Legend

- Urban Growth Boundary
- Address Search Results
- Streets
- Parcels
- Environmentally Sensitive Ove
- Future Land Use
  - Rural Land (1 du/10 ac)
  - Low Residential (0 - 1 du/ac)
  - Medium Residential (1 - 4 du/ac)
  - High Residential (4 - 8 du/ac)
  - Urban Residential (8 - 16 du/ac)
  - Rural Activity Center (0 - 2 du/ac; F
  - Commercial (0 - 6 du/ac; FAR 1.0)
  - Employment Center (0 - 12 du/ac; F
  - Commerce District (N/A; FAR 2.0)
  - Public (N/A; FAR 1.0)
  - Preservation (N/A; N/A)
  - Municipality

1: 3,043

1 in = 0.05 Miles

N W E S

Notes

Creation Date: 2/18/2021

0.1 0 0.05 0.1 Miles

Projected Coordinate System: NAD_1983_StatePlane_Florida_West_FIPS_0902_Feet

Created By:

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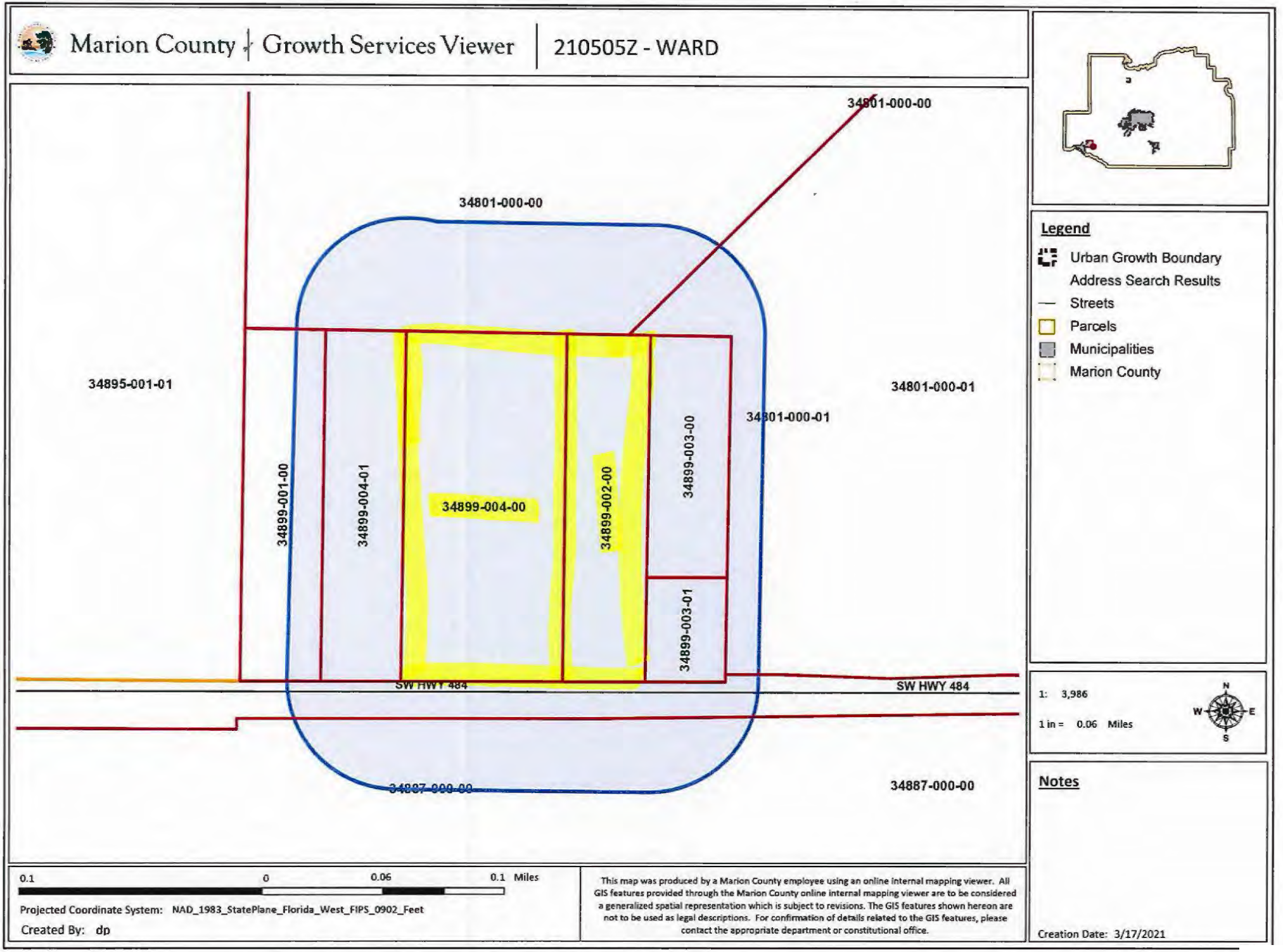
Marion County | Growth Services Viewer
210505Z - WARD
34801-000-00
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SW HWY 484
SW HWY 484
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Legend
Urban Growth Boundary
Address Search Results
Streets
Parcels
Municipalities
Marion County
1: 3,986
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Created By: dp
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Creation Date: 3/17/2021

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3051 **Agenda Date:** 5/18/2021 **Agenda No.:** 15.3.5.

SUBJECT:
210508Z - Jason and Crystal Reed, R-E to A-1, 3.05 Acres

INITIATOR:
Mary Elizabeth Burgess, Director

DEPARTMENT:
Growth Services

DESCRIPTION/BACKGROUND:
210508Z - Jason M. and Crystal I. Reed, 10181 SE 111th Court, Ocala, FL 34472, request a Zoning Change, Articles 2 and 4, of the Marion County Land Development Code, from R-E (Residential Estate) to A-1 (General Agriculture), for all uses permitted, including a flower nursery, on approximately 3.05 Acres, on Parcel Account Number 3758-014-000.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Both Staff and the P&Z Commission Recommend Denial

MARION COUNTY GROWTH SERVICES

Date: 5/4/2021

P&Z: 4/26/2021 BCC: 5/18/2021

Application No:
210508Z

Type of Application
Rezoning

Request
From R-E Residential Estate to A-1 General Agriculture, for all permitted uses

Owner
Jason Reed and Crystal Reed

Parcel #/Acreage
3758-014-000 / 3.05 acres

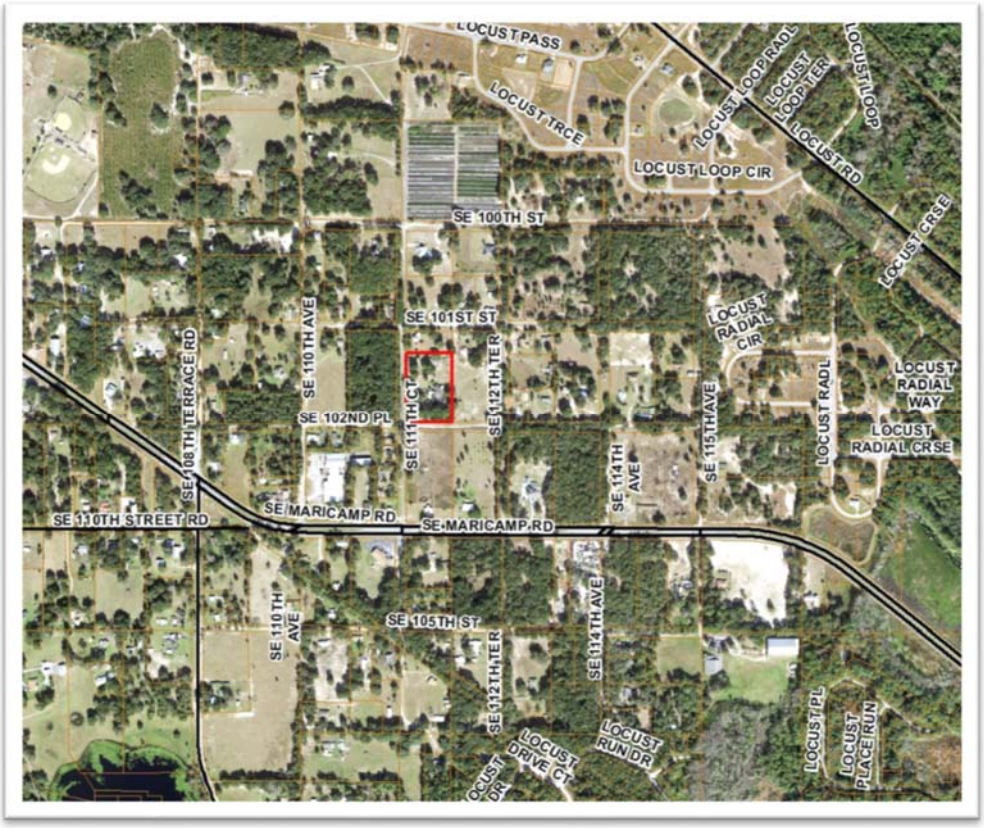
Future Land Use
Low Residential

Existing Zoning
R-E Residential Estate

Staff Recommendation
Denial

P&Z Recommendation:
Denial (Vote 4 to 1)

Project Planner
Kimberleigh Dinkins, Sr. Planner



Item Summary
Staff is recommending **Denial** for a rezoning request from R-E Residential Estate, (3.05 acres) to A-1 General Agriculture for all permitted uses. The change in zoning will adversely affect the public interest. The request is also not compatible with land uses in the surrounding areas. The parcel is located in the Candler Subdivision (platted 1883) where lot sites range from 0.2-4 acres. The parcel is only three acres and does not meet minimum lot size for A-1 zoning. None of the surrounding area meets the minimum lot size for agricultural zoning, nor are they classified as agricultural by the Property Appraiser. The A-1 zoning in the vicinity was the "default" zoning for historic subdivisions such as this. The site is currently developed with two homes and a metal building, and was rezoned to R-E at the request of the owner in 1994.

Public Notice
Notice of public hearing was mailed to 13 property owners within 300 feet of the subject property. There has been no written opposition at the time of this report's distribution.

Background

Location

The subject property is located at 10181 SE 111th Ct in the Candler subdivision. It is approximately 780ft north of SE Maricamp Road and 1,000ft south of Silver Springs Shores Unit 51.

The following table summarizes adjacent future land use designations, zoning districts and existing uses:

ADJACENT PROPERTY CHARACTERISITICS			
Direction of Adjacency	**Future Land Use Designation**	**Zoning**	**Existing Use/MCPA Property Class**
North	Low Density Residential	A-1 General Agriculture	(01) Improved Residential
South	Low Density Residential	A-1 General Agriculture	(02) Improved Mobile Home
West	Low Density Residential	A-1 General Agriculture	(01) Improved Residential
East	Low Density Residential	A-1 General Agriculture	(00) Vacant Residential

Infrastructure

The access to the site is from SE 111th Ct or SE 102nd PL.

ROADWAY STATUS AND CONDITIONS						
			Existing Conditions			
Road	Class	Maint. Entity	Surface	No. Lanes	R/W Width	R/W Deficiency
SE 111th Ct	Local Subdivision	County	Paved	2	60’	0’
SE 102nd PL	Unclassified	Private	Unpaved	-	70	0’

Request:

The applicant is requesting to rezone from R-E Residential Estate to A-1 General Agriculture, for all permitted uses. The applicant has a landscaping business and would like to use the parcel for a flower nursery, greenhouse, garden and

poultry, per the application. Note that the current R-E zoning allows each of these uses in limited capacity and the applicant has been advised that a special use permit would be a more appropriate request.

Analysis:
The subject property is located between SE Maricamp Rd and Silver Springs Shores, about ½ mile southeast of Lake Weir High School. It is outside of the Urban Growth Boundary and within the secondary Springs Protection Zone. The property was rezoned from A-1 to R-E in 1994; the R-E zoning being a more appropriate zoning based on the size and location of the parcel.

Although the immediate surrounding properties are zoned A-1, General Agriculture, the area is characterized by smaller lots (0.3 -4.0 acres) and a mix of residential and commercial uses. Further, none of the parcels in the vicinity are classified as agricultural per the Property Appraiser, nor do they benefit from Florida's agricultural exemption for bona fide agricultural operations. Between 1984 and 2021, 5 parcels in the immediate vicinity have obtained an R-E zoning, whereas none have been re-designated A-1.

The application has been reviewed by the County's Development Review Committee (DRC) and no significant concerns were addressed by other departments. Planning and Zoning staff noted that the lot does not meet minimum tract size for A-1 and is in the Low Density Residential Urban Area. Also, the A-1 uses could have the potential to negatively affect the surrounding properties.

In reaching its decision, the Commission will find:

a. Granting the proposed zoning change will adversely affect the public interest. The subject property is only 3 acres, and is not in common ownership with any adjacent parcels. The A-1 zoning designation allows a number of agricultural activities by right, and places very little limitation on their intensity. The parcel is approximately 1/3 the minimum size required for the A-1 Zoning. Although surrounding properties do have A-1 zoning, that was the default zoning in the 1970s and a number of parcels in the vicinity have rezoned to R-E. No surrounding parcels are being used for bona fide agriculture. The current R-E zoning allows certain personal-use agricultural activities by right, and the Board could authorize additional limited uses under a Special Use Permit, as described in LDC Sec. 2 Division 8.

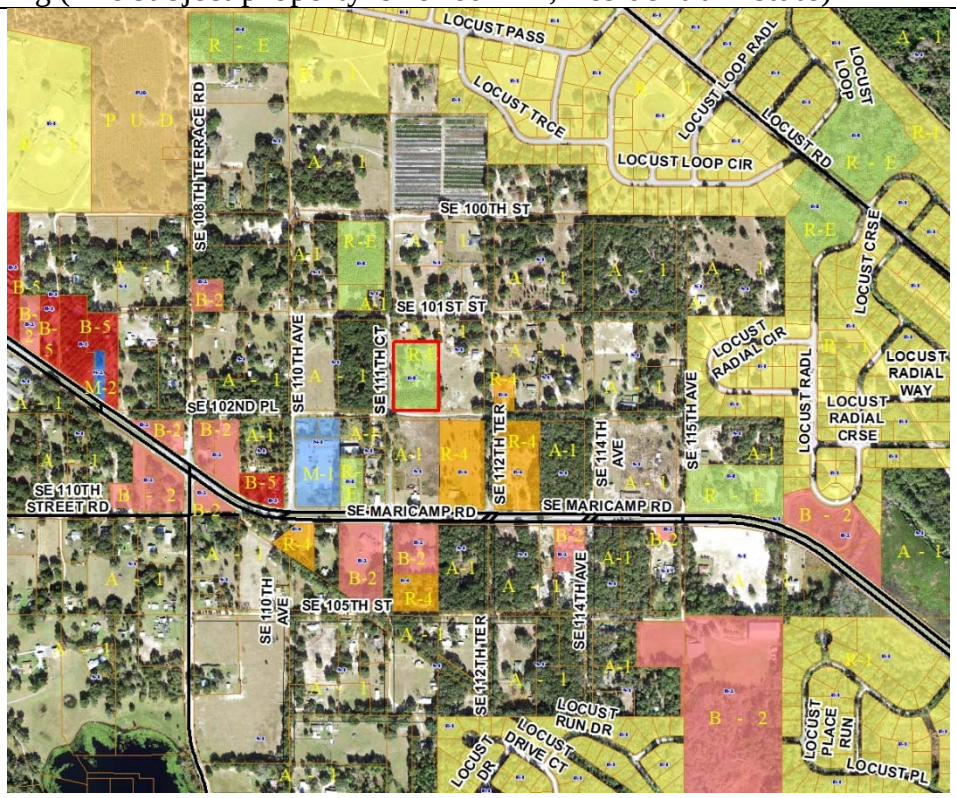
b. The proposed zoning change is consistent with the current Comprehensive Plan. The Marion County 2045 Future Land Use Map of the Comprehensive Plan designates the subject property as Low Residential. Because there is no minimum density for the Low Residential FLU, a parcel could meet the 10ac requirement for A-1 zoning. However, this parcel is only 3 acres and does not meet the minimum zoning requirement.

c. The proposed zoning change is not compatible with land uses in the surrounding area. The proposed rezoning to A-1 is not consistent with the uses of vicinity properties. This is a somewhat unique scenario where the area is rezoning to match the existing FLU, and existing zoning is not consistent with the actual uses of the parcels. The adjacent and surrounding properties range in size from 0.2ac to 4.0 acres, which does not meet minimum size for A-1 zoning. The surrounding area is a mix of single family, site built and mobile homes, and commercial uses. Allowing the subject property to rezone to A-1 is not consistent with the current uses in the surrounding area and the long-term plan for the area. The current R-E zoning is appropriate for the parcel, and any uses not allowed by right could be addressed with a special use permit.

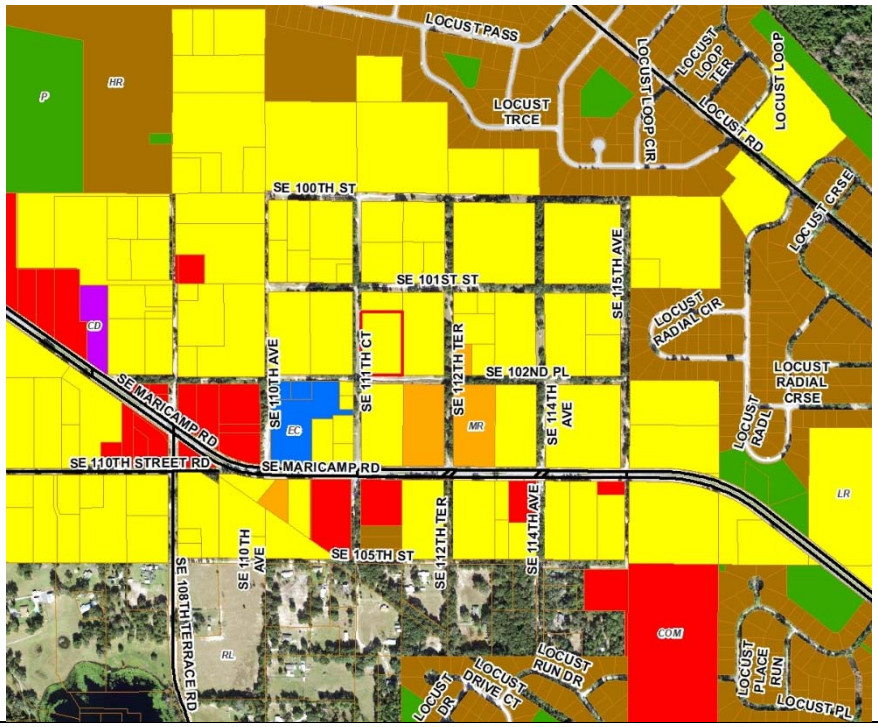
STAFF RECOMMENDATION: DENIAL
Advise applicant to return with a request for a Special Use Permit that could be considered by the Board of County Commissioners.

PLANNING & ZONING COMMISSION RECOMMENDATION: DENIAL (Vote 4 to 1)

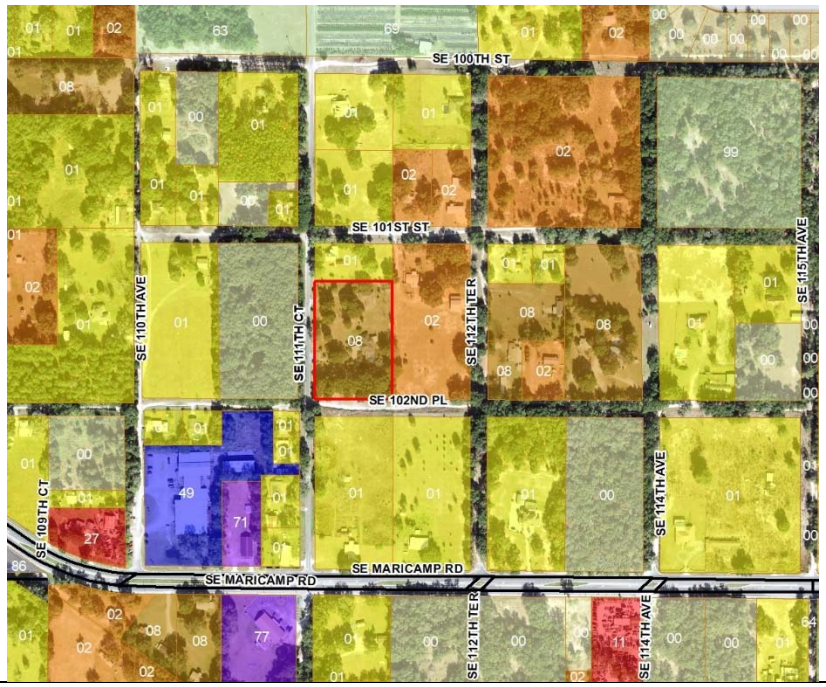
Zoning (The subject property is zoned R-E, Residential Estate)



Future land use (The subject property has future land use of Low Density Residential.)



The surrounding area is predominantly single family homes and vacant residential lots.



Aerial: 210508Z

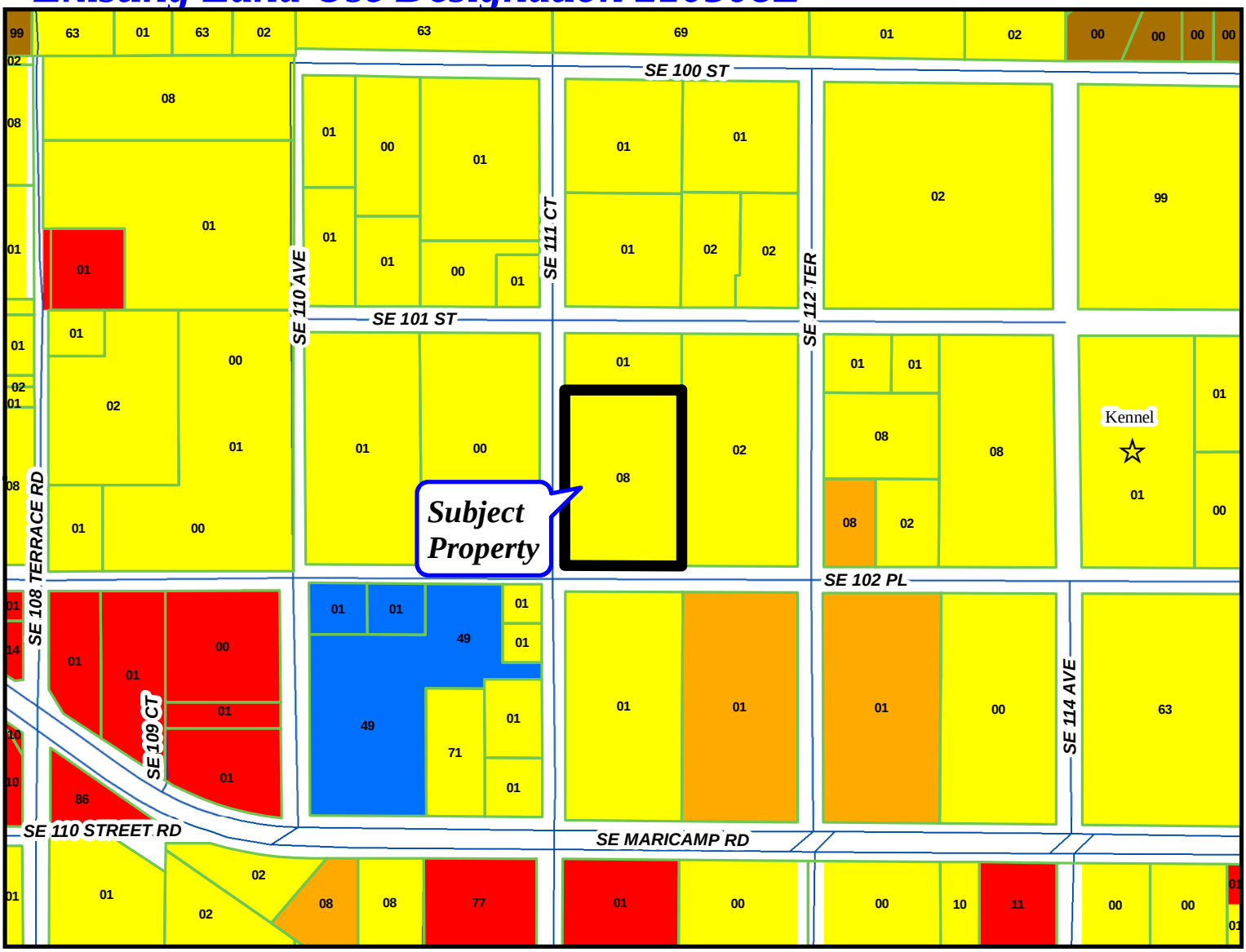


N

0 100 200 300 400

Feet

Existing Land Use Designation 210508Z



Use per MC Property Appraiser	
01	Single Family Res
50-69/99	Agricultural
00/10/40/70	Vacant
71	Church
02	Mobile Home
06-07/11-39	Commercial
41-49	Industrial
83-98	Public
82	Recreation
03-05/08	Multi-Family
77	Club/Lodge/Union Hall

OWNER(S): Jason M and Crystal I. Reed

AGENT: SAME

PARCEL(S): 3758-014-000

All provided GIS data is to be considered a generalized spatial representation, which is subject to revisions. The feature boundaries are not to be used to establish legal boundaries. For specific visual information, contact the appropriate county department or agency. The information is provided visual representation only and is not intended to be used as legal or official representation of legal boundaries.

N

Legend

- All Amendments
- **Policy 1.20**
- Rural Land (1 du/10 ac)
- Low Residential (0 - 1 du/ac)
- Medium Residential (1 - 4 du/ac)
- High Residential (4 - 8 du/ac)
- Farmland Preservation Area
- Urban Residential (8 - 16 du/ac)
- Rural Activity Center (0 - 2 du/ac; FAR 0.35)
- Rural Community (0 - 3 du/ac; FAR 0.70)
- Commercial (0 - 6 du/ac; FAR 1.0)
- Environmentally Sensitive Overlay Zone (ESOZ)
- Employment Center (0 - 12 du/ac; FAR 2.0)
- Commerce District (N/A; FAR 2.0)
- Public (N/A; FAR 1.0)
- Preservation (N/A; N/A)
- Municipality

#2105082
AR#: 26308
PA#: 3758-014-000

Marion County
Board of County Commissioners
Growth Services • Planning & Zoning
2710 E. Silver Springs Blvd.
Ocala, FL 34470
Phone: 352-438-2675
Fax: 352-438-2676

APPLICATION FOR REZONING

Application No.: #2105082

The undersigned hereby requests a zoning change of the Marion County Land Development Code, Article 4, Zoning, on the below described property and area, from RE to A-1 (Changing Back to A1), for the intended use of: Flower nursery, greenhouse, garden, poultry

Legal description: (please attach a copy of the deed and location map)

Parcel account number(s): ~~3758-003-000~~ 3758-014-000

Property dimensions: E:297.4'/146.65' W:297.03'/146.64' **Total acreage:** 3.05 ✓

Directions: 10181 SE 111th ct Ocala FL 34472

Site: 10177 SE 111th ct Ocala FL 34472

The property owner must sign this application unless he has attached written authorization naming an agent to act on his/her behalf.

Jason M. Reed and Crystal I. Reed	
Property owner name (please print)	**Applicant or agent name (please print)**
10181 SE 111th Ct ✓	
Mailing address	**Mailing address**
Ocala Florida 34472	
City, state, zip code	**City, state, zip code**
352-470-5470	
Phone number (please include area code)	**Phone number (please include area code)**
Signature	**Signature**

Please note: the zoning change will not become effective until 14 days after a final decision is made by the Marion County Board of County Commissioners. The owner, applicant or agent is encouraged to attend the public hearing where this application will be discussed. If no representative is present and the board requires additional information, the request may be postponed or denied. Notice of said hearing will be mailed to the above-listed address(es). All information given by the applicant or agent must be correct and legible to be processed. The filing fee is $1,000.00, and is non-refundable. For more information, please contact the Zoning Division at 352-438-2675.

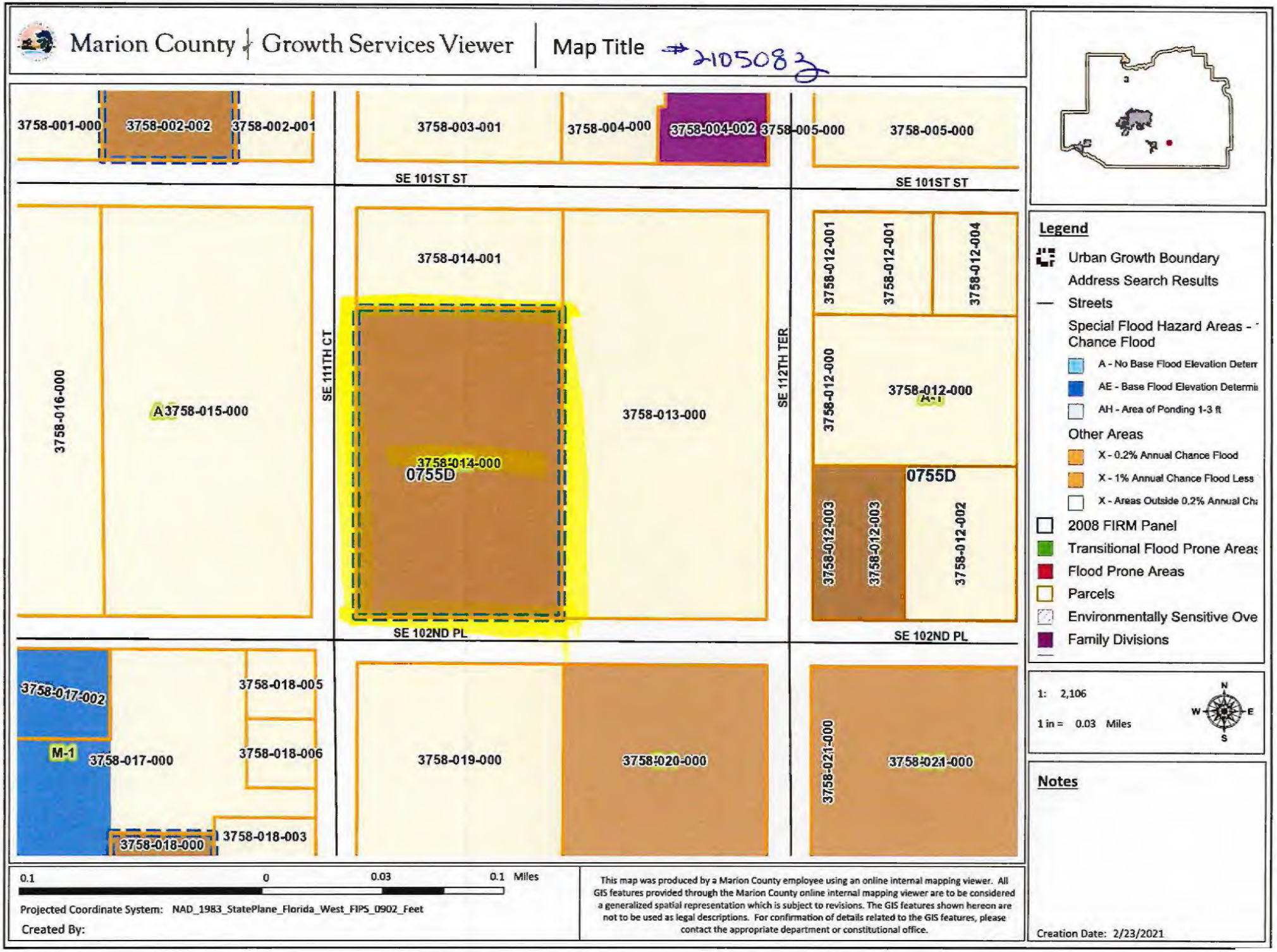
****

FOR OFFICE USE ONLY

RECEIVED BY: DM **DATE:** 2/23/2021 **ZONING MAP NO.:** 274 *Rev. 01/11/2021*

Sec. 25-16-23 "Candler"

Proj. 2020 010059
AR 26308


Marion County | Growth Services Viewer
Map Title → 2105083
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3758-004-002
3758-005-000
3758-005-000
SE 101ST ST
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3758-016-000
A3758-015-000
SE 111TH CT
3758-014-001
3758-014-000
0755D
3758-013-000
SE 112TH TER
3758-012-001
3758-012-001
3758-012-004
3758-012-000
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3758-018-005
3758-018-006
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3758-018-003
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3758-021-000
Legend
Urban Growth Boundary
Address Search Results
Streets
Special Flood Hazard Areas - Chance Flood
A - No Base Flood Elevation Deter
AE - Base Flood Elevation Determi
AH - Area of Ponding 1-3 ft
Other Areas
X - 0.2% Annual Chance Flood
X - 1% Annual Chance Flood Less
X - Areas Outside 0.2% Annual Cha
2008 FIRM Panel
Transitional Flood Prone Areas
Flood Prone Areas
Parcels
Environmentally Sensitive Ove
Family Divisions
1: 2,106
1 in = 0.03 Miles
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Creation Date: 2/23/2021
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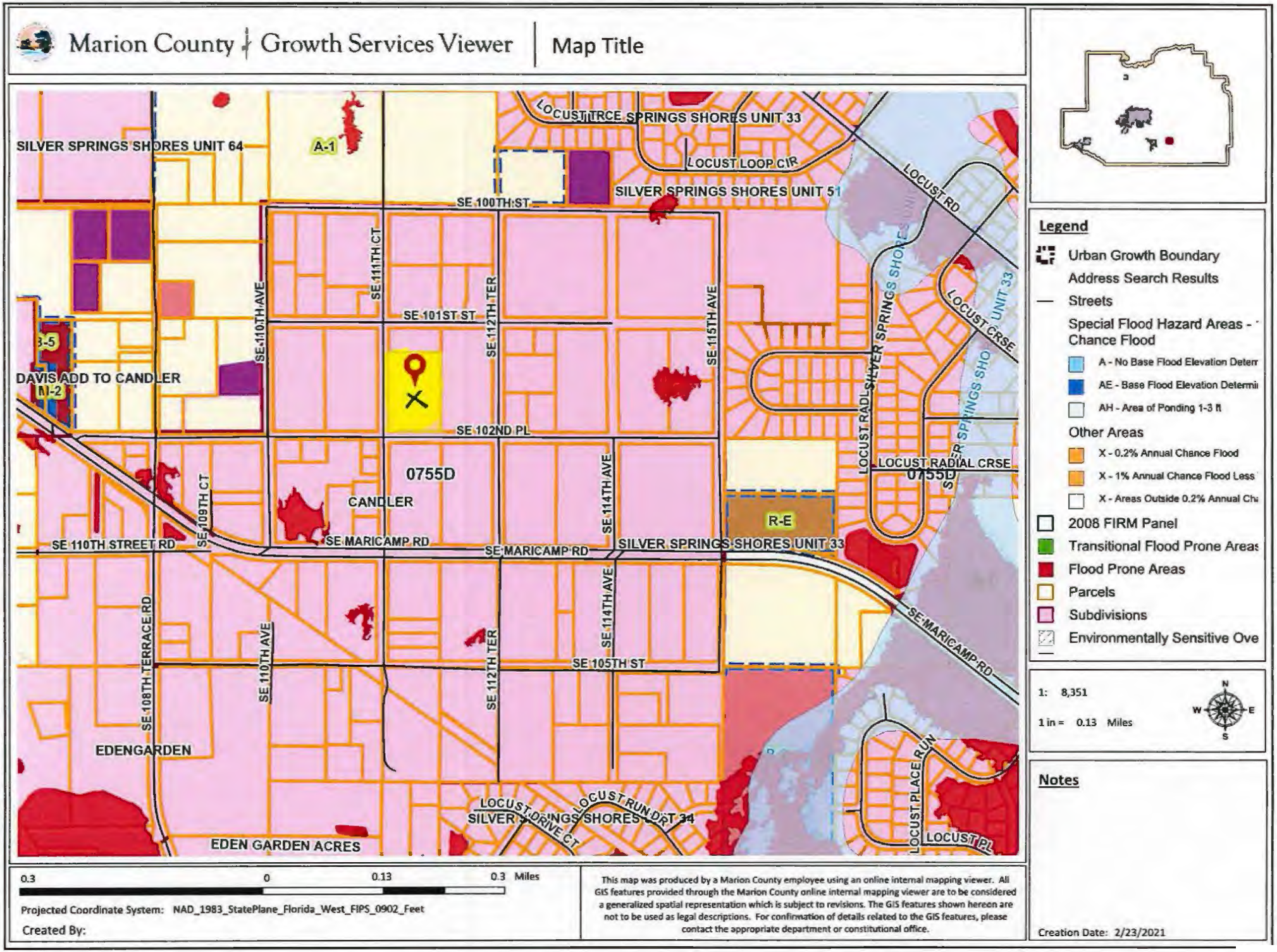
Created By:
This map was produced by a Marion County employee using an online internal mapping viewer. All GIS features provided through the Marion County online internal mapping viewer are to be considered a generalized spatial representation which is subject to revisions. The GIS features shown hereon are not to be used as legal descriptions. For confirmation of details related to the GIS features, please contact the appropriate department or constitutional office.


Marion County | Growth Services Viewer
Map Title
SILVER SPRINGS SHORES UNIT 64
A-1
LOCUST TRCE
SPRINGS SHORES UNIT 33
LOCUST LOOP CIR
SILVER SPRINGS SHORES UNIT 51
SE 100TH ST
LOCUST RD
SE 111TH CT
SE 110TH AVE
SE 101ST ST
SE 112TH TER
SE 115TH AVE
LOCUST CRSE
UNIT 33
DAVIS ADD TO CANDLER
SE 102ND PL
0755D
CANDLER
SE 114TH AVE
LOCUST RADIAL CRSE
R-E
SE 109TH CT
SE 110TH STREET RD
SE MARICAMP RD
SILVER SPRINGS SHORES UNIT 33
SE 108TH TERRACE RD
SE 105TH ST
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LOCUST RUN DR
LOCUST PLACE RUN
LOCUST PL
EDEN GARDEN ACRES
Legend
Urban Growth Boundary
Address Search Results
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A - No Base Flood Elevation Deter
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X - 0.2% Annual Chance Flood
X - 1% Annual Chance Flood Less
X - Areas Outside 0.2% Annual Cha
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Transitional Flood Prone Areas
Flood Prone Areas
Parcels
Subdivisions
Environmentally Sensitive Ove
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Notes
Creation Date: 2/23/2021
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Projected Coordinate System: NAD_1983_StatePlane_Florida_West_FIPS_0902_Feet
Created By:
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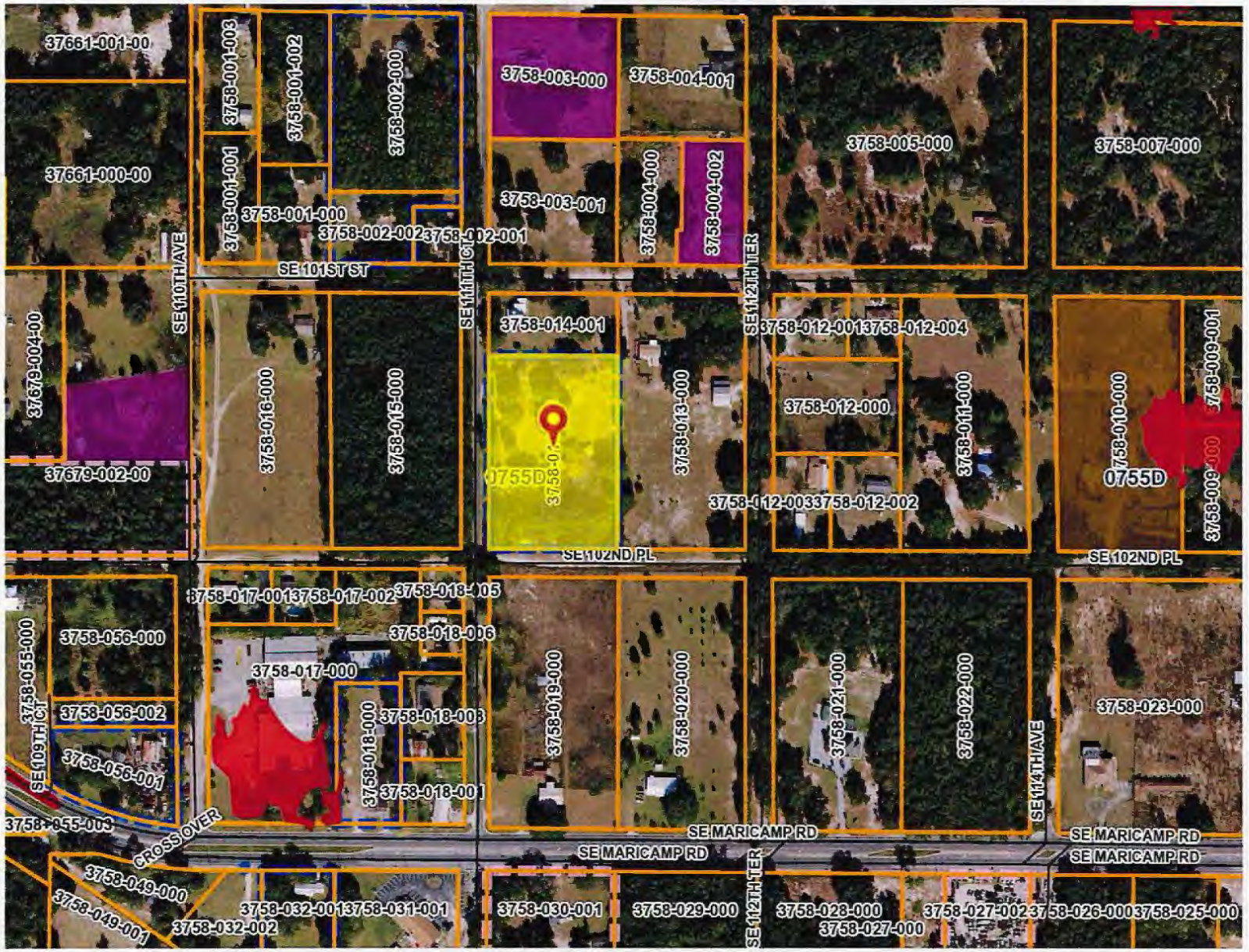
Marion County | Growth Services Viewer | Map Title





Legend

- Urban Growth Boundary
- Address Search Results
- Streets
- Special Flood Hazard Areas - Chance Flood
  - A - No Base Flood Elevation Deterr
  - AE - Base Flood Elevation Determi
  - AH - Area of Ponding 1-3 ft
- Other Areas
  - X - 0.2% Annual Chance Flood
  - X - 1% Annual Chance Flood Less
  - X - Areas Outside 0.2% Annual Cha
- 2008 FIRM Panel
- Transitional Flood Prone Areas
- Flood Prone Areas
- Parcels
- Environmentally Sensitive Ove
- Family Divisions

1: 4,176

1 in = 0.07 Miles

N W E S

Notes

Creation Date: 2/23/2021

0.1 0 0.07 0.1 Miles

Projected Coordinate System: NAD_1983_StatePlane_Florida_West_FIPS_0902_Feet

Created By:

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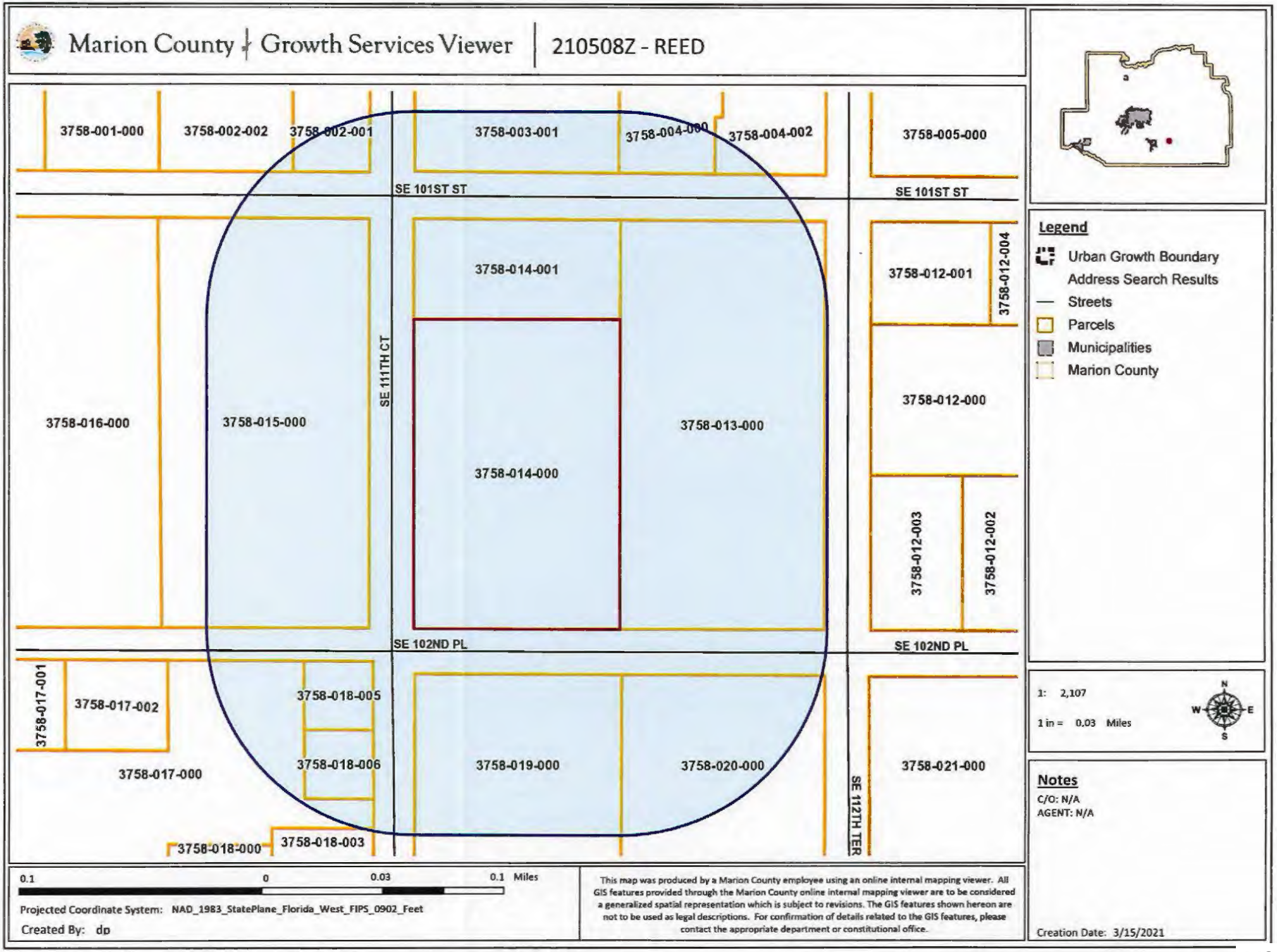
Marion County | Growth Services Viewer
210508Z - REED
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SE 111TH CT
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3758-017-001
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3758-018-006
3758-017-000
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SE 112TH TER
3758-021-000
3758-018-000
3758-018-003
Legend
Urban Growth Boundary
Address Search Results
Streets
Parcels
Municipalities
Marion County
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1 in = 0.03 Miles
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Notes
C/O: N/A
AGENT: N/A
Creation Date: 3/15/2021
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Projected Coordinate System: NAD_1983_StatePlane_Florida_West_FIPS_0902_Feet
Created By: dp
This map was produced by a Marion County employee using an online internal mapping viewer. All GIS features provided through the Marion County online internal mapping viewer are to be considered a generalized spatial representation which is subject to revisions. The GIS features shown hereon are not to be used as legal descriptions. For confirmation of details related to the GIS features, please contact the appropriate department or constitutional office.

Soucey, Stephanie

From: Dinkins, Kimberleigh
Sent: Friday, April 2, 2021 3:28 PM
To: jason reed
Subject: RE: 210508Z

Mr. Reed,
We don't need any additional documentation because you are requesting a "straight zoning" to A-1, which would entitle you to use the parcel for all allowed uses in the A-1 zoning designation. This would include goats, pigs and nursery allowed by right. Those allowed uses are too intense for your parcel size and surrounding area. Therefore, we will recommend denial of your request to rezone to A-1. As an alternative, we will recommend that you return with an application for a special use permit to allow you to have very specific, limited agricultural activities on the parcel.

-----Original Message-----
From: jason reed <reedanddalyinc@yahoo.com>
Sent: Friday, April 2, 2021 11:41 AM
To: Dinkins, Kimberleigh <Kimberleigh.Dinkins@marionfl.org>
Subject: Re: 210508Z

Mrs. Dinkins,
After reading this let's move forward with A1 zoning, as you stated the list I had was too intense so I understand.
I'm really interested in having chickens and a greenhouse mainly for blueberries and food, I can eliminate having goats, pigs, and nursery.
I've attached my land plot and just simply seek to be a part of my surrounding community.
Should I work on a site plan for your review of location of chicken coop and greenhouse?
In conclusion I'm following your lead and expertise, so anything you require of me let me know. The next messages we exchange I'll add my wife, she has most if not all documentation and answers you may need.
Thanks so much and have a great weekend!
Jason Reed

Soucey, Stephanie

From: Dinkins, Kimberleigh
Sent: Wednesday, March 31, 2021 2:20 PM
To: jason reed
Subject: RE: 210508Z

Mr. Reed,

If the Board grants you an A-1 zoning, you can have pigs and goats there, "by right". But this highlights our concern over granting the zoning. Your parcel is relatively small for an agricultural use, and when you start adding animals such as pigs, goats, chickens, greenhouse garden and flower nursery, it becomes quite intense. The size and location of your property is leading us to a recommendation of "Denial" for the rezoning.

That said, we often handle these types of requests as a Special Use Permit (SUP). Under a SUP, you would be approved for certain specific uses, but they would be limited and you would not be granted a Zoning Change. They require more information from you than what is required for a rezoning, and I could help you fill out that application. Our staff could work with you to better understand what you want to do, and come up with a solution that could result in a recommendation of "Approval" to take to the Board.

An SUP is the same fee a rezoning and goes through the same process. If you choose to do this, we will need to have you reapply, and your case would move out one month. So you would have your first hearing May 25 and your final hearing June 15.

Please let me know as soon as possible if you would rather pursue the SUP option. Otherwise, we will proceed with the rezoning request, and your hearings will be April 26 and May 18.

Thank you,

Kim Dinkins
352-438-2683

-----Original Message-----
From: jason reed <reedanddalyinc@yahoo.com>
Sent: Wednesday, March 31, 2021 10:49 AM
To: Dinkins, Kimberleigh <Kimberleigh.Dinkins@marionfl.org>
Subject: 210508Z

Good morning
Mrs. Dinkins,
Before flyers are sent out to neighbors 300' from my property I wanted to add having pigs and goats for my property along with other items on my application (my neighbor has them and would be great for parties involved). I'm holding on purchasing material until hearings. If you need anything please email without hesitation. Thanks for your time!
Jason Reed

Sent from my iPhone

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3053 **Agenda Date:** 5/18/2021 **Agenda No.:** 15.3.6.

SUBJECT:
210513SU - Michael and Trudi Moore, Special Use Permit in A-1, 27.53 Acres

INITIATOR:
Mary Elizabeth Burgess, Director

DEPARTMENT:
Growth Services

DESCRIPTION/BACKGROUND:
210513SU - Michael J. and Trudi J. Moore, 12203 NW 35th Street, Ocala, FL 34482, requests a Special Use Permit, Articles 2 and 4, of the Marion County Land Development Code, for three (3) RV sites for personal use, in an A-1 (General Agriculture) zone, on approximately 27.53 Acres, on Parcel Account Number 12627-000-01.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Both Staff and the P&Z Commission Recommend Approval with Conditions

Marion County Board of County Commissioners

Date: 5/4/2021 | **P&Z: 4/26/2021 BCC: 5/18/2021**

Item Number
210513SU

Type of Application
Special Use Permit

Request
Requesting a special use permit to allow 3 RVs on site, 2 for personal use and 1 for non-commercial guests

Owner/Applicant
Trudi and Michael Moore

Parcel #/Acreage
12627-000-01/27.53

Future Land Use
Rural Land

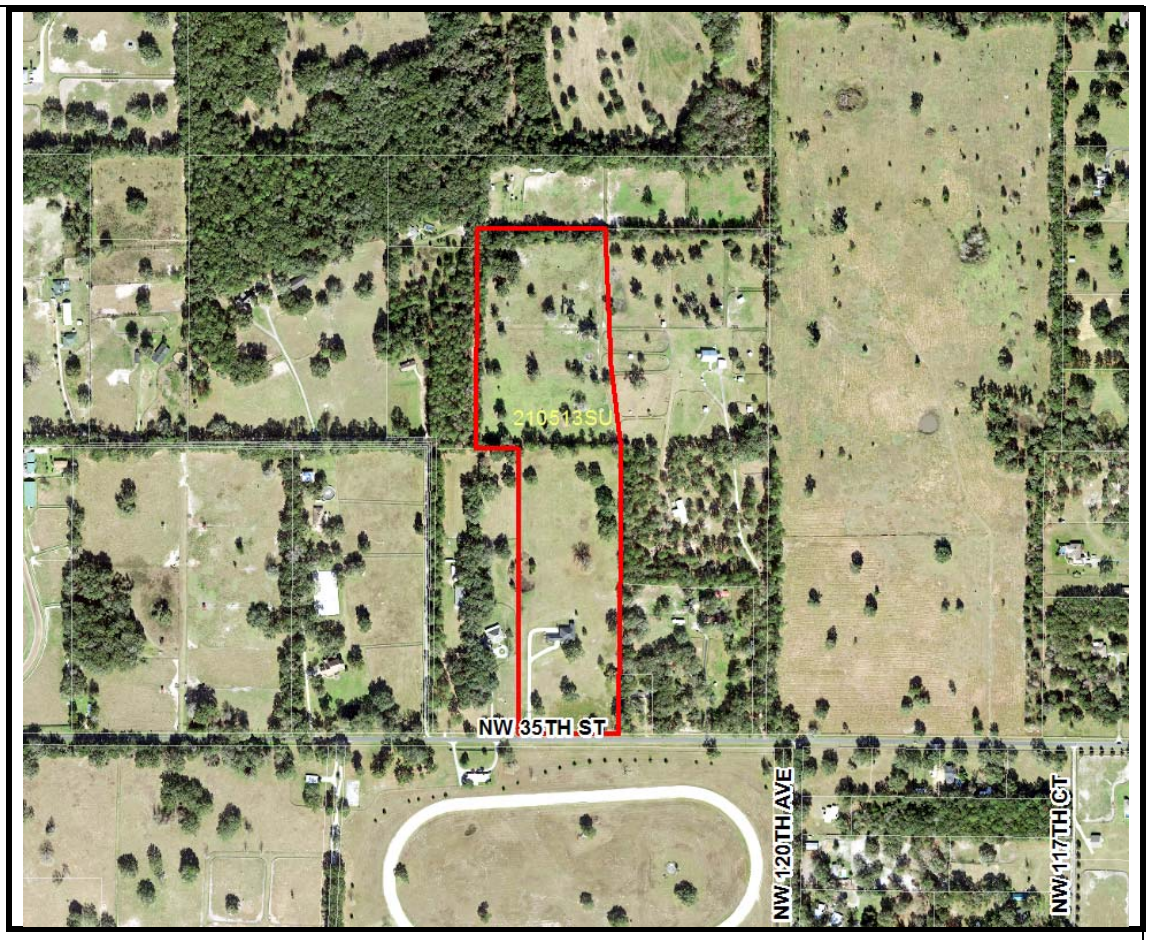
Existing Zoning
A-1 General Agriculture

Recommendation
Approval With Conditions

P&Z Recommendation:
Approval With Conditions

Project Planner
Ken Weyrauch, Senior Planner

Code Enforcement Action:
None
AR:26344



Summary

Staff is recommending APPROVAL with Conditions for a special use permit to allow three (3) RV sites on 27.53 acres on A-1, General Agriculture, in accordance with the Marion County Land Development Code (LDC), Article 2, Division 8 "Special Use", in A-1 General Agriculture.

Public Notice

Notice of public hearing was mailed to 11 property owners within 300 feet of the subject property. One letter in opposition has been received at the time of this report's writing or 9%.

Background

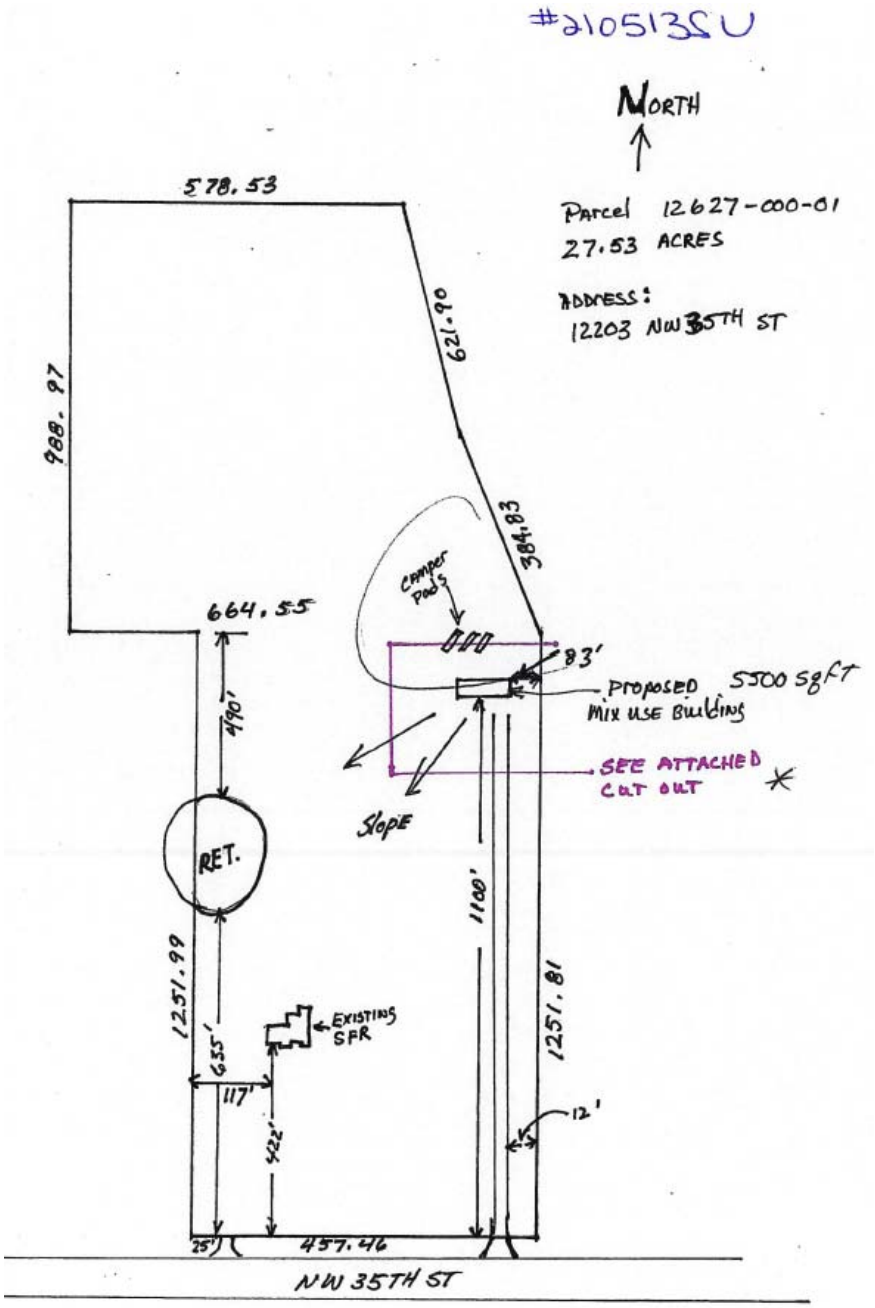
Location

The subject property is located on NW 35th Street, inside the Farmland Preservation Area, about 4/5ths of a mile east of NW 130th Ave.

Request

The applicant requests a special use permit to allow three (3) R.V. sites on 27.53 acres on A-1, General Agriculture. Two of the RV sites are for personal use and storage and the 3rd RV site would be for non-commercial guests of the property owner. There is a new barn being built adjacent to the proposed RV sites. The barn will have a septic tank connected to it. The intention is that the 3 RVs will be connected to well water, septic, and electricity. There will be no signage nor advertising of the sites to the general public. The Findings of Facts states that the neighbor to the west has RVs on site but there is no Special Use Permit or Temporary Use Permit for that property.

CONCEPT PLAN



1: Concept Plan.

Analysis

The subject property is 27.53 acres with A-1, General Agriculture zoning and Rural Land Use. The property use, according to the Marion County Property Appraiser is Single Family Dwelling (01). Agriculturally zoned properties are allowed to apply for Temporary Use Permits that would allow for up to five (5) RVs on the property, with self contained disposal systems, for up to 60 days within a 365-day period under Section 4.3.6 of the Marion County Land Development Code (LDC). The LDC also states that unoccupied RVs may not be used for storage. The current request is asking for two of the RVs to be used as personal storage and one RV for guests of the property owner. If an RV is used as permanent storage, it may require a permit from the Building Department. Within the Northwest quadrant of Marion County, inside the Farmland Preservation Area, Special Use Permit Requests for RV sites as temporary lodging for guests is not uncommon. The subject property does have a waiver to a Major Site Plan that resulted in a

plan to address the additional stormwater runoff from the proposed impervious surfaces, barn, RV pads, and other agricultural structures.

The subject property is located within the Farmland Preservation Area and Secondary Springs Protection Zone.

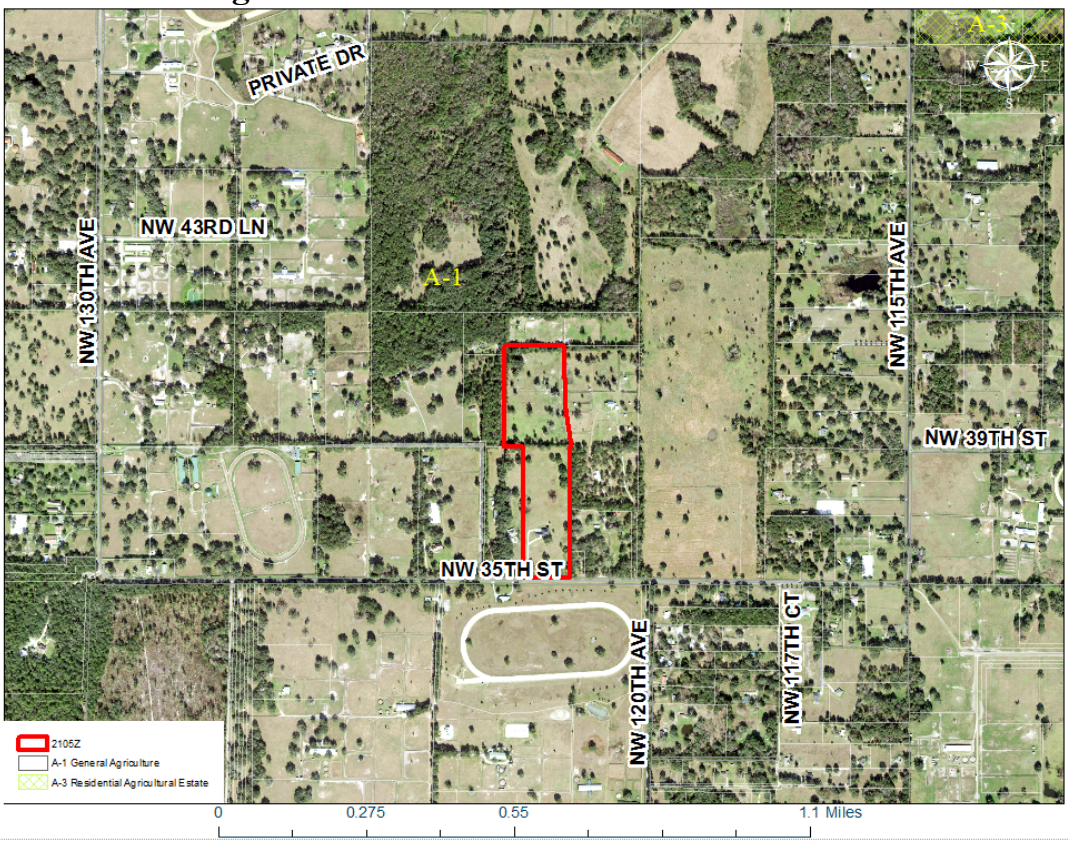
In reaching its decision, the Board of County Commissioners shall find that the following exist:

a. **Granting the proposed Special Use Permit will not adversely affect the public interest.** The three(3) RV sites for personal use will be toward the center of the 27.5-acre property and buffered by trees from the street.

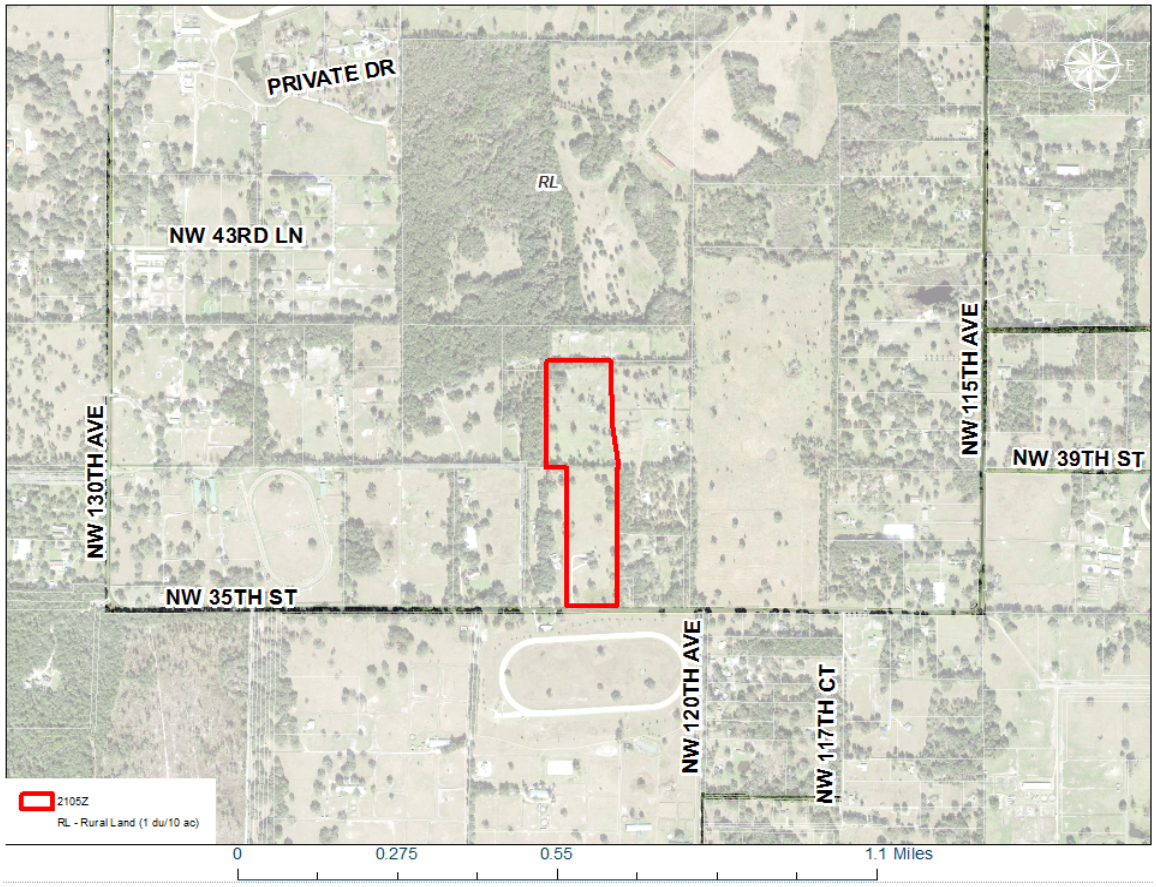
b. **The proposed Special Use Permit request is consistent with the current Comprehensive Plan.** The FLU Map 1: Marion County 2035 Future Land Use Map of the Comprehensive Plan designates this property as Rural Land. Rural Land is intended to support agriculture and agriculture-associated activities. Granting the Special Use Permit is consistent with the existing land use and will be compatible with the zoning in the surrounding area.

c. **The proposed Special Use Permit request is compatible with land uses in the surrounding area.** The subject property is 27.53 acres surrounded by undeveloped grazing and timber properties. The Special Use Permit would not change the character of the neighborhood and is compatible with land uses in the surrounding area.

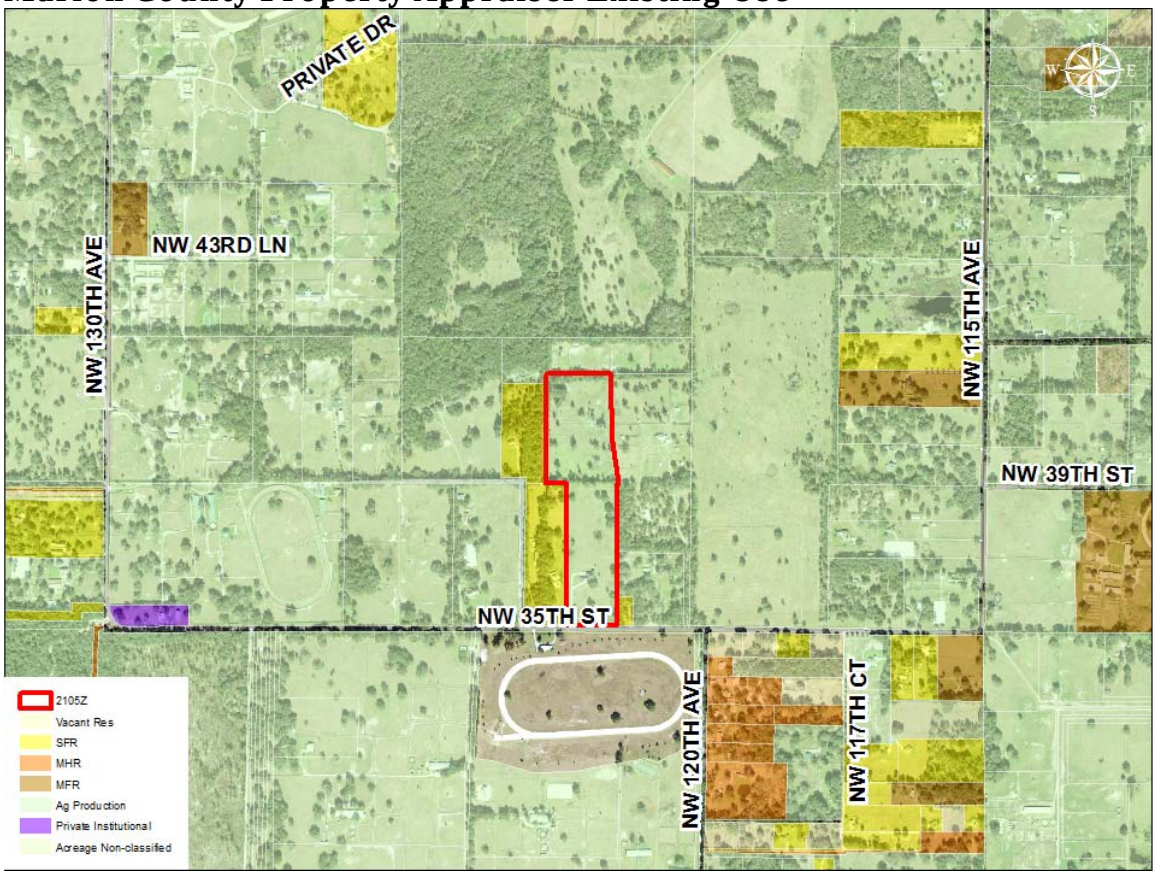
Current Zoning



Current Land Use



Marion County Property Appraiser Existing Use



The following table summarizes adjacent future land use designation, zoning districts, and existing uses:

ADJACENT PROPERTY CHARACTERISTICS			
ection of Adjace	**Future Land Use Designation**	**Zoning**	**Existing se/MCPA Property Cla**
North	Rural Land	A-1 General Agriculture	(60-65) Grazing
South	Rural Land	A-1 General Agriculture	HOA Community Use (H Track)
East	Rural Land	A-1 General Agriculture	(60-65) Grazing
West	Rural Land	A-1 General Agriculture	(01) Improved Residentia

Infrastructure

Access to the property is from NW 35th Street.

Road	Classification	Maintenance	Existing Conditions			
			Surface	No. Lanes	R/W Min. Width	R/W Deficiency
NW 35th Street	Minor Local	County	Paved	2	60’	20’

Water/Sewer services are to be provided on-site by the Applicant.

Utility	Service Area
Water	Marion County
Sewer	Marion County

Staff Recommendation:

Approval with Conditions

1. The site shall be operated consistent with the submitted conceptual plan and conditions as provided with this approval.
2. This Special Use Permit shall run with the owner (Trudi and Michael Moore) and not the property.
3. The applicants, Trudi and Michael Moore, must reside on the subject property
4. No more than three (3) recreational vehicles (RV's) are permitted at any time.
5. All RV sites must be a minimum of 25 feet from any property line
6. Site shall be buffered with trees. A line of trees will need to be planted along the eastern boundary of project area where RV's will be located. Existing tree lines shall remain.
7. The recreational vehicles must be self-contained for waste disposal and connected to the existing septic system.
8. There shall be no signage or advertisements related to this use.
9. The RVs shall not be for commercial use. Two spots are for personal use and no more than one spot may be used for guests.
10. The Special Use Permit shall expire on May 18, 2024; however, it may be renewed administratively for up to 5 years by a written instrument signed and issued by the Growth Services Director (or position equivalent to the Growth Services Director at that time), unless:
    a. There have been unresolved violations of the County Land Development Code, the County Code of Ordinances, and/or the conditions of the Permit,
    b. Neighboring property owners within 300' of the subject property have complained to the County Code Enforcement, Zoning, or equivalent/similar Departments/Divisions about the uses of the subject property by this Permit, or
    c. The Growth Services Manager determines that renewal should be considered directly by the Board of County Commissioners through the Special Use Permit review process (or review process equivalent at that time).

DRC Comments

SUBJECT: **STAFF REVIEW COMMENTS LETTER**
PROJECT NAME: MOORE PROPERTY, TRUDI
PROJECT #2015090019
APPLICATION: SPECIAL USE PERMIT #26344

1. DEPARTMENT: ENGDRN - STORMWATER REVIEW
   REVIEW ITEM: Special Use Permit
   STATUS OF REVIEW: INFO
   REMARKS: Approve. The site has a Major Site Plan waiver, and a plan to address the additional runoff from new impervious areas (driveways, barns, RV pads, etc.). Please see approved stormwater plan dated 03-04-2021 under AR# 26102.

2. DEPARTMENT: ENGTRF - TRAFFIC REVIEW
   REVIEW ITEM: Special Use Permit
   STATUS OF REVIEW: INFO

REMARKS: The proposed rv parking is personal use and not commercial storage. There are no traffic impacts.

3. DEPARTMENT: ENRAA - ACQ AGENT ENG ROW
REVIEW ITEM: Special Use Permit
STATUS OF REVIEW: INFO
REMARKS: no comments

4. DEPARTMENT: 911 - 911 MANAGEMENT
REVIEW ITEM: Special Use Permit
STATUS OF REVIEW: INFO
REMARKS: N/A

5. DEPARTMENT: DOH - ENVIRONMENTAL HEALTH
REVIEW ITEM: Special Use Permit
STATUS OF REVIEW: INFO
REMARKS: N/A

6. DEPARTMENT: FRMSH - FIRE MARSHAL REVIEW
REVIEW ITEM: Special Use Permit
STATUS OF REVIEW: INFO
REMARKS: APPROVED

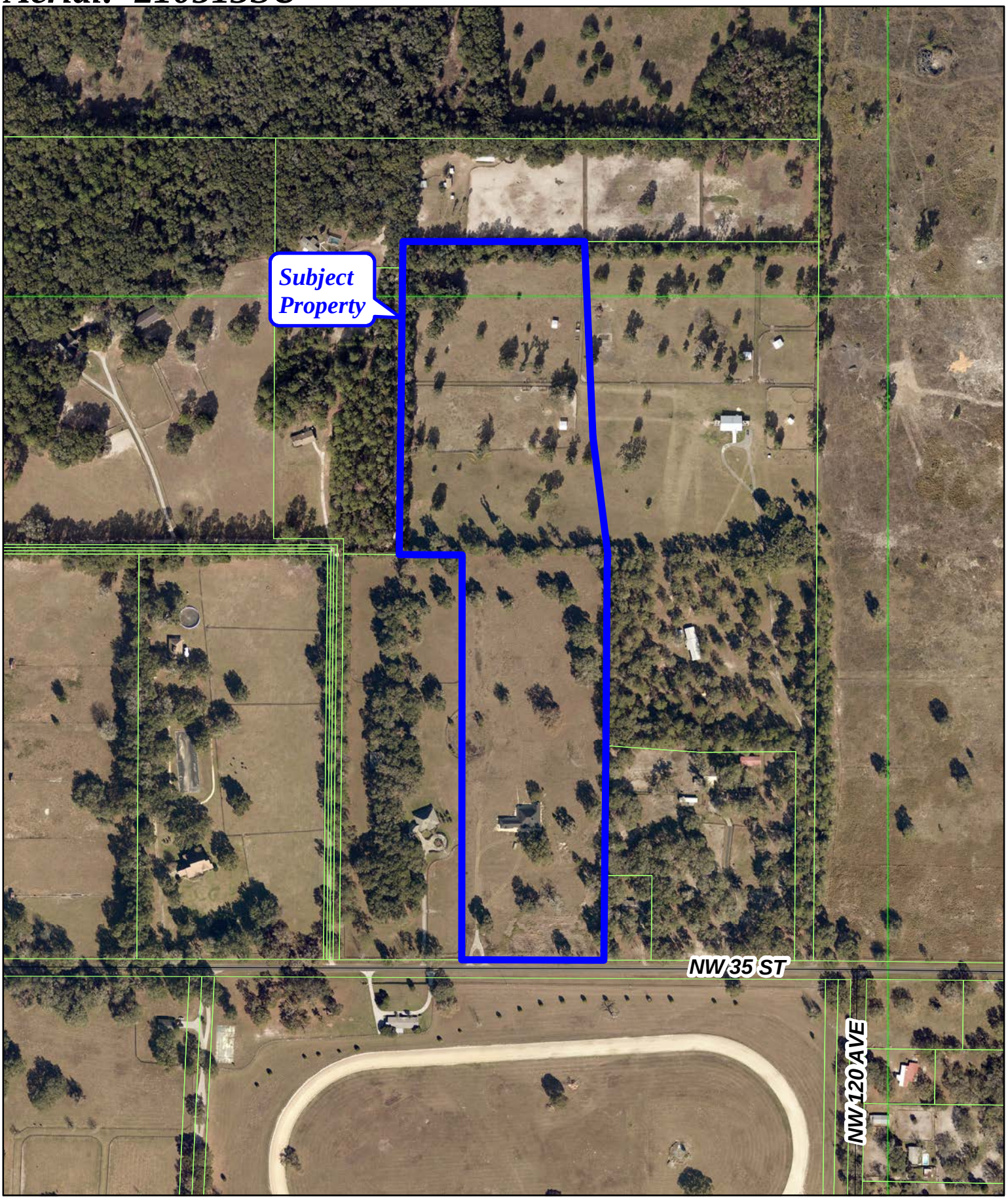
7. DEPARTMENT: LSCAPE - LANDSCAPE DESIGN AND IRRIGATION
REVIEW ITEM: Special Use Permit
STATUS OF REVIEW: INFO
REMARKS: no comments

8. DEPARTMENT: UTIL - MARION COUNTY UTILITIES
REVIEW ITEM: Special Use Permit
STATUS OF REVIEW: INFO
REMARKS: APPROVED - Parcel 12627-000-01 within Marion County Utilities public service area but outside connection distance to utility provider's closest available water or sewer at this time. When water or sewer become available from the public utility provider, parcel shall connect to respective service(s) within 365 days of notification. Not within any primary springs protection zone.

9. DEPARTMENT: ZONE - ZONING DEPARTMENT
REVIEW ITEM: Special Use Permit
STATUS OF REVIEW: INFO
REMARKS: Finding of Facts states neighbor property has RVs, no SUPs can be found for such. RVs are not allowed outside of PRV without an SUP. RVs with Temp Use Permits are supposed to be self-contained.

10. DEPARTMENT: LUCURR - LAND USE CURRENT REVIEW
REVIEW ITEM: Special Use Permit
STATUS OF REVIEW: INFO
REMARKS: Property is Rural Land, Not intended for commercial use that is not agriculture-related. If SUP is granted then the use is allowable in RL.

Aerial: 210513SU

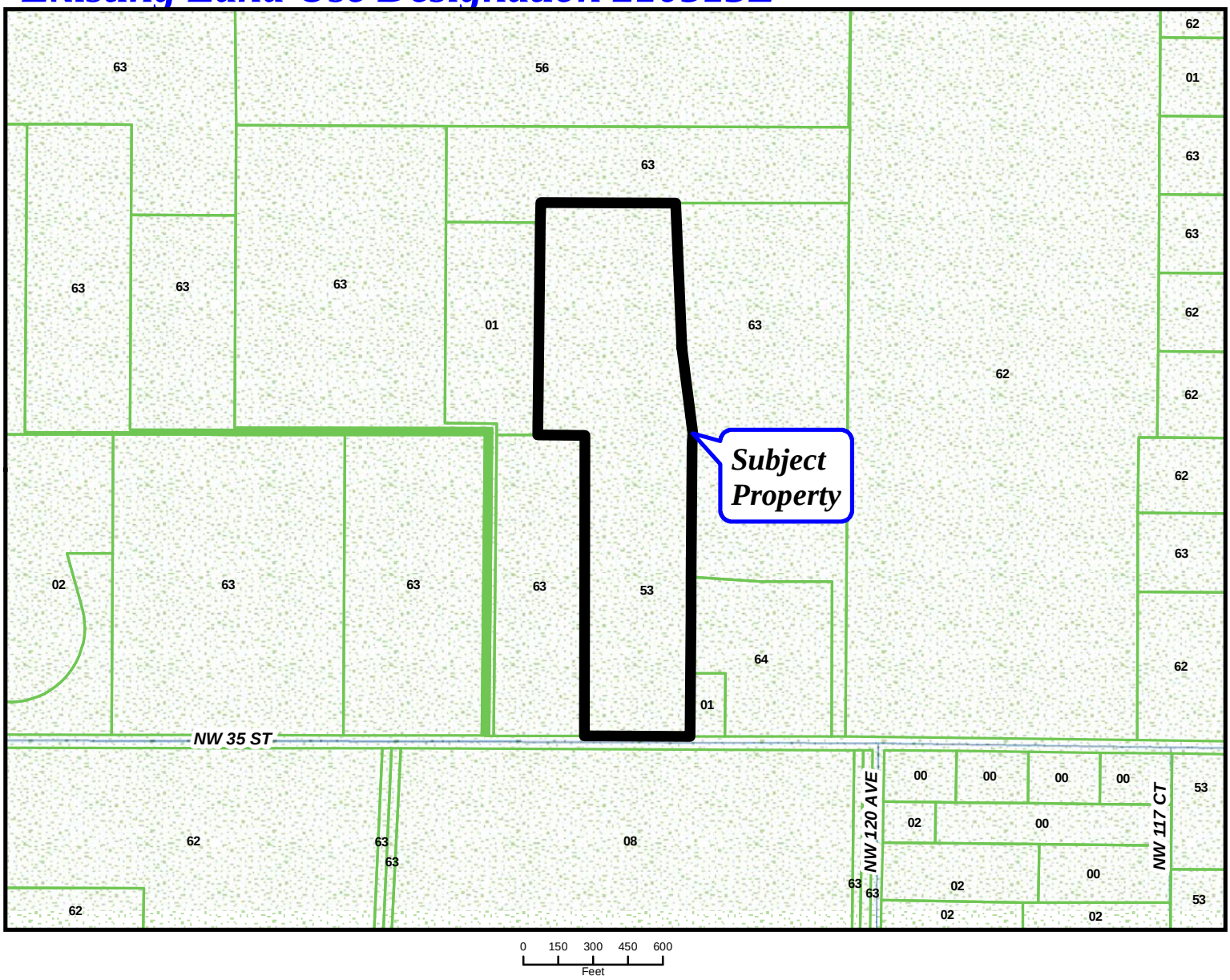


N

0 150 300 450 600

Feet

Existing Land Use Designation 210513Z



Use per MC Property Appraiser	
01	Single Family Res
50-69/99	Agricultural
00/10/40/70	Vacant
71	Church
02	Mobile Home
06-07/11-39	Commercial
41-49	Industrial
83-98	Public
82	Recreation
03-05/08	Multi-Family
77	Club/Lodge/Union Hall

OWNER(S): Michael J. and Trudi J. Moore

AGENT: SAME

PARCEL(S): 12627-000-01

All provided GIS data is to be considered a generalized spatial representation, which is subject to revisions. The feature boundaries are not to be used to establish legal boundaries. For specific visual information, contact the appropriate county department or agency. The information is provided visual representation only and is not intended to be used as legal or official representation of legal boundaries.

Legend

- All Amendments
- Policy 1.20
- Rural Land (1 du/10 ac)
- Low Residential (0 - 1 du/ac)
- Medium Residential (1 - 4 du/ac)
- High Residential (4 - 8 du/ac)
- Farmland Preservation Area
- Urban Residential (8 - 16 du/ac)
- Rural Activity Center (0 - 2 du/ac; FAR 0.35)
- Rural Community (0 - 3 du/ac; FAR 0.70)
- Commercial (0 - 6 du/ac; FAR 1.0)
- Environmentally Sensitive Overlay Zone (ESOZ)
- Employment Center (0 - 12 du/ac; FAR 2.0)
- Commerce District (N/A; FAR 2.0)
- Public (N/A; FAR 1.0)
- Preservation (N/A; N/A)
- Municipality

#210513SU

AR#: 26344

PA#: 12627-000-01

Marion County
Board of County Commissioners

Growth Services
2710 E. Silver Springs Blvd. Ocala, FL 34470
Phone: 352-438-2600 Fax: 352-438-2601

SPECIAL USE PERMIT APPLICATION - REGULAR - $1,000.00

The undersigned hereby requests a Special Use Permit in accordance with Marion County Land Development Code, Articles 2 and 4, for the purpose of: Personal use for our RV, and guests stopping by, short term only. Not for long term storage or rental. (up to 3 RV's) 2 for personal use one for guests.

Legal Description: (Please attach a copy of the deed and location map.) **Parcel Zoning:** A-1 ✓

Parcel account number(s): 12627-000-01

Property dimensions: ON SITE PLAN **Total acreage:** 27.53 ✓

Directions: WEST ON US 27 Left ON 464B Left ON NW 115 AVE Rd Turns into NW 35TH ST property on Right

Each property owner(s) MUST sign this application or provide written authorization naming an applicant or agent to act on his behalf. **Please print all information, except for the Owner and Applicant/Agent *signature*.**

Trudi J Moore and Michael J. Moore	
Property Owner name (please print)	**Applicant or agent name (please print)**
12203 NW 35th ST. ✓	
Mailing Address	**Mailing Address**
Ocala, FL 34482	
City, State, Zip code	**City, State, Zip code**
352-216-4145	
Phone number (include area code)	**Phone number (include area code)**
Trudi@tjmpromos.com	
E-mail address	**E-mail address**
Trudi J Moore	
Signature	***Signature***

PLEASE NOTE: A representative is strongly encouraged to attend the public hearings when this application will be discussed. If no representative is present, the request may be postponed or **denied**. Hearing notices will be mailed to the address(es) listed above. All information submitted must be correct and legible to process the Application. Contact Growth Services Planning & Zoning at (352) 438-2675 for more information.

STAFF/OFFICE USE ONLY					
Project No.: 20150900191	*Code Case No.:* N/A		*Application No.:* 26344		
Rcvd by: GJM	*Rcvd Date:* 3/2/21	*FLUM:* Rural	*Zoning Map No.:* T2	*Rev:* 07/1/2019	

Sec. 32-14-20

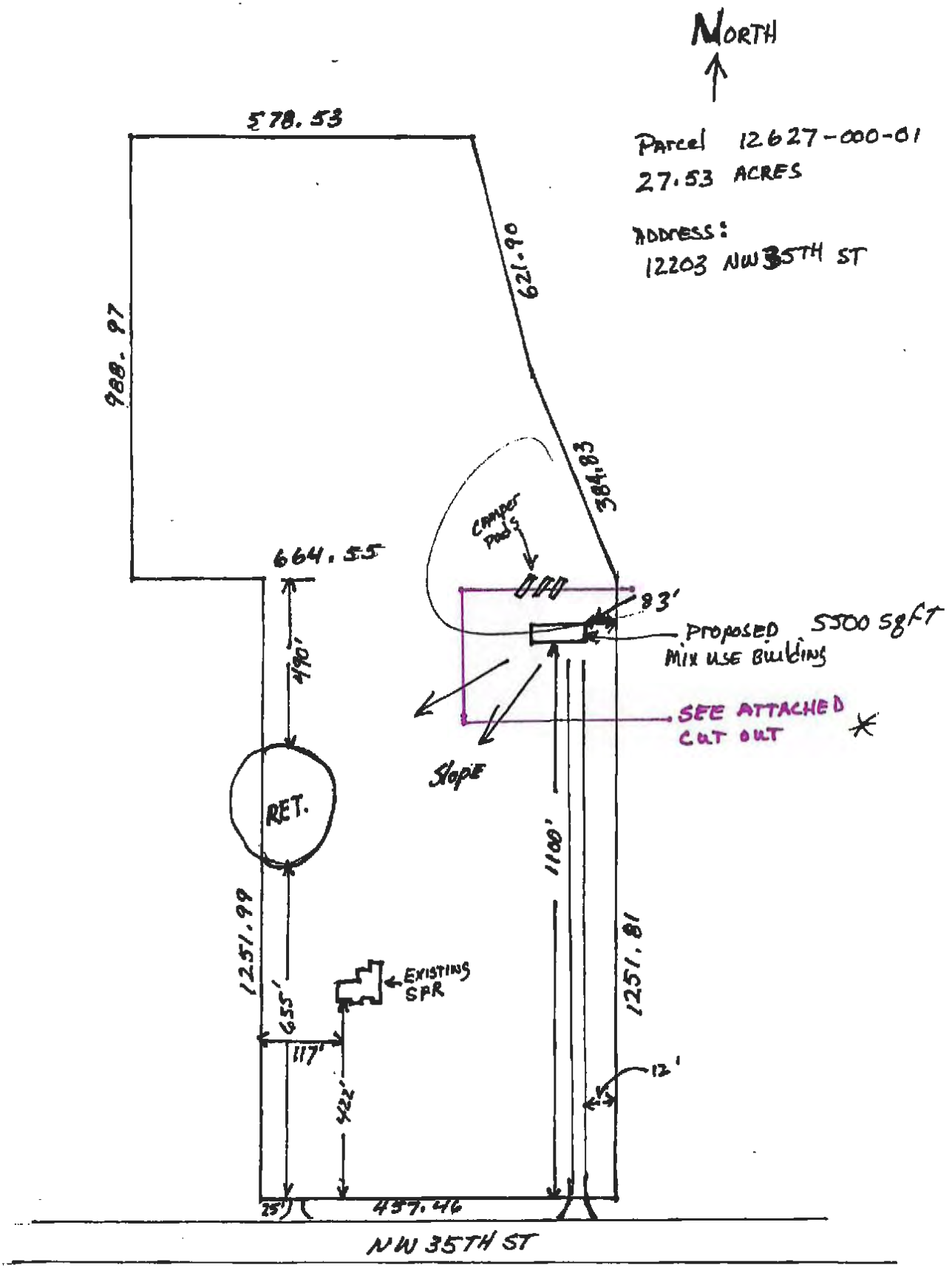
Written Findings of Fact – Not For Commercial Use

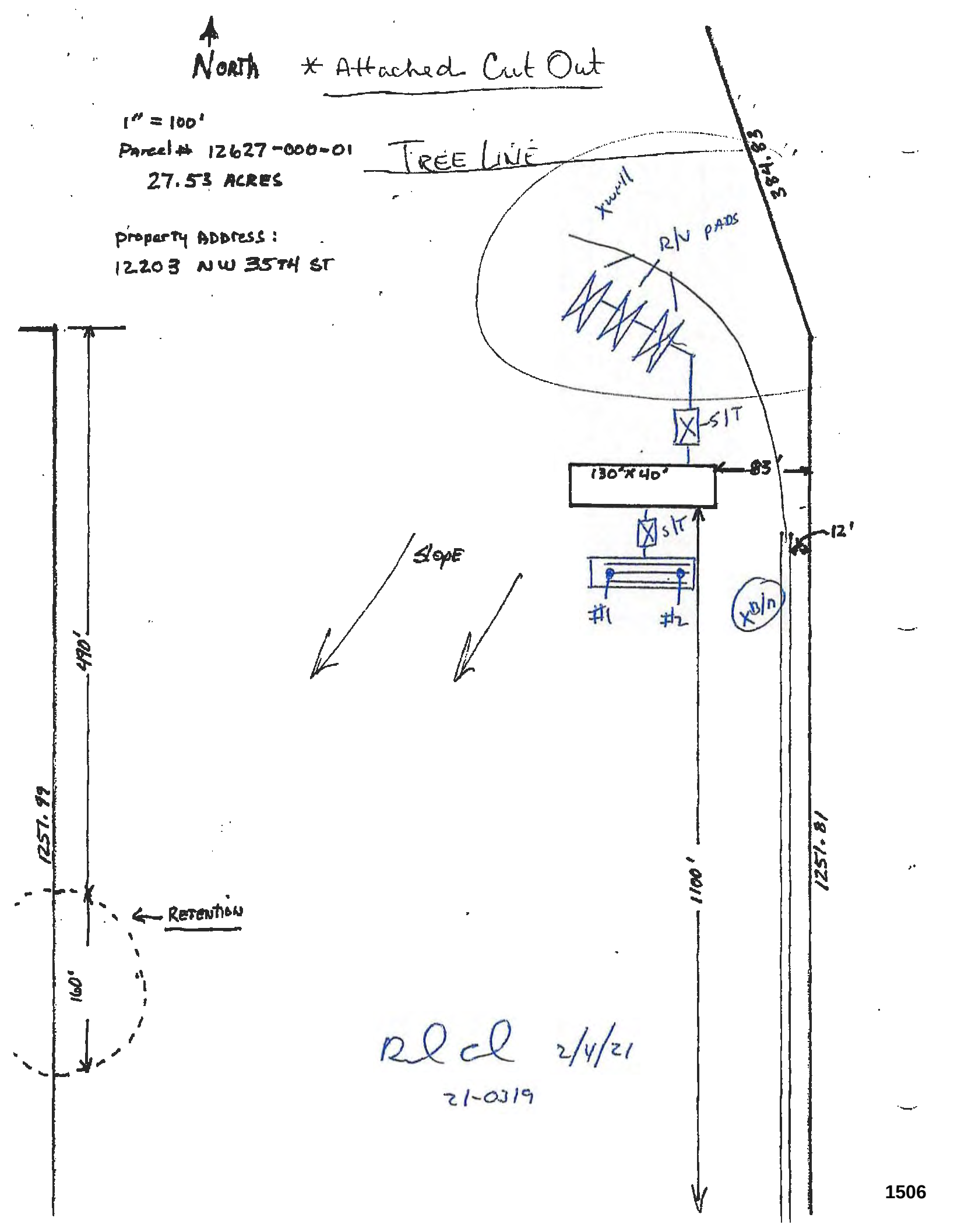
1. Access to the property is off NW 35th Street. There is an asphalt entrance and drive Running along the East side of the property that leads to the RV parking.
2. The RV parking will be blacktop and will be located behind the barn and in front of a tree line. There is no visual effect to the neighbors, or from road or property behind. The location is approximately ¼ back from NW 35th Street.
3. Waste removal will be collected by owner and disposed properly on an as needed basis. Waste is held on the RVs until it is ready to be disposed of.
4. SECO is the power company, there is a new well installed and there will be a new septic Tank installed as per code.
5. The tree line and the barn will be blocking the view and additional landscaping will be added after the completion of the Barn.
6. There will be no signage as this is not for commercial use.
7. As well as setbacks RV parking will be in compliance with local codes and ordinances.
8. Adjacent property to the West, Gary Lange's property, which currently has RVs and Trailers hooked up to their barn. Adjacent property to the East also has trailers, RVs And mobile homes. Property to the north has two tree lines blocking any views of RVs Or trailers. South Facing will be the Barn and our Home which will block any views to The racetrack across the street from 12203 NW 35th St. They also have trailers and RVs on site.
9. Yes, we will be willing to meet any special conditions necessary to get this special use permit.

Trudi L Moore

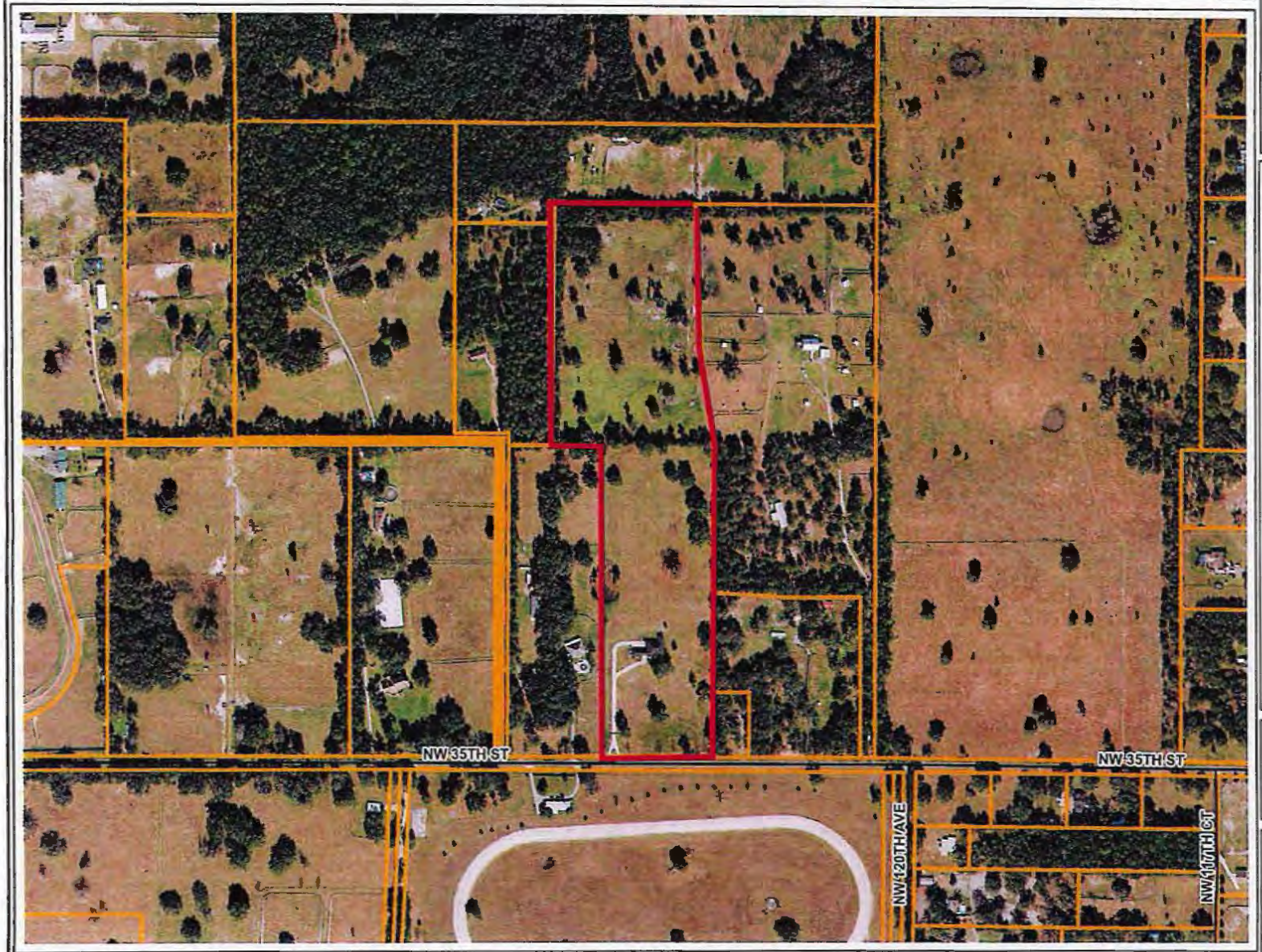
Trudi Moore, Owner 2/27/2021

#2105135U


NORTH
Parcel 12627-000-01
27.53 ACRES
Address:
12203 NW 35TH ST
578.53
621.90
988.97
384.83
664.55
CAMPER PADS
83'
PROPOSED 5500 sqft
MIX USE BUILDING
SEE ATTACHED
CUT OUT
Slope
490'
RET.
1100'
1251.99
1251.81
EXISTING SFR
655'
117'
422'
12'
25'
437.46
NW 35TH ST


NORTH
* Attached Cut Out
1" = 100'
Parcel # 12627-000-01
27.53 ACRES
Property Address:
12203 NW 35TH ST
TREE LINE
384.83'
X well
R/V PADS
SIT
130'x40'
85'
SIT
12'
SLOPE
#1
#2
X B/U
470'
1257.99'
1100'
1257.81'
RETENTION
160'
Rlcl 2/4/21
21-0319

Marion County | Growth Services Viewer | Map Title





Legend

- Urban Growth Boundary
- Streets
- Parcels
- Municipalities
- Marion County

1: 7,294

1 In = 0.12 Miles

N W E S

Notes

Creation Date: 3/2/2021

0.2 0 0.12 0.2 Miles

Projected Coordinate System: NAD_1983_StatePlane_Florida_West_FIPS_0902_Feet

Created By:

This map was produced by a Marion County employee using an online internal mapping viewer. All GIS features provided through the Marion County online internal mapping viewer are to be considered a generalized spatial representation which is subject to revisions. The GIS features shown hereon are not to be used as legal descriptions. For confirmation of details related to the GIS features, please contact the appropriate department or constitutional office.

Soucey, Stephanie

From: rose stewart <rostewart@centurylink.net>
Sent: Saturday, April 24, 2021 3:37 PM
To: Marion County Zoning
Subject: RE: Special Use Permit 210513SU - Objection

To Whom It May Concern:

I live on the parcel adjoining the subject property. Since purchasing the property there has been nonstop commotion and noise from Mr. Moore's property. He put a road in next to my property and there are very loud vehicles travelling at a greater than appropriate speed down said road at all hours.
The peace and tranquility here has been taken from me and, I'm sure, others around him. I do not feel it is appropriate for 3 RV sites to be allowed as this area is not meant to become an RV park. I believe to allow this would bring even more chaos.
I do believe one should be allowed to use their own property within limits. This area is agricultural and should remain so.
I strongly object to this special use permit and wish to be counted accordingly.

Sincerely,

Rosemary C Stewart
12101 NW 35th St
Ocala, FL 34482

Parcel # 12625-001-00

Sent from Mail for Windows 10

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3054 **Agenda Date:** 5/18/2021 **Agenda No.:** 15.3.7.

SUBJECT:
Update Regarding Special Use Permit 201211SU, Resolution 21-R-080, Issued to 16345 N. Highway 301 Trust, Melissa Stathas on December 28, 2020

INITIATOR:
Mary Elizabeth Burgess, Director

DEPARTMENT:
Growth Services

DESCRIPTION/BACKGROUND:
The Marion County Board of County Commissioners approved Special Use Permit (SUP) Number 201211SU to allow for the recycling and reconstruction of pallets in RC-1 zoning on January 19, 2020. This SUP request was necessitated due to non-compliance of SUP Number 190506SU which resulted in the activation of Code Enforcement Citation Number 826311. Non-compliance with previous SUP requirements, resulting in activation of other Code Enforcement citations, had also occurred with this applicant and this business.

The Marion County Board of County Commissioners have granted the current SUP, but additional requirements in the form of specific dates for targeted improvements have been added. The applicant must meet these dates for all milestones for the SUP to remain active. The target dates and requisite milestones are as follows:

- **May 18, 2021** - *All activities related to disassembling or reassembling pallets must occur under a temporary structure. Buffers must be fully installed and maintained.* ***(Milestone has been met)***
- **September 21, 2021** - *Permanent structure must be permitted for construction.*
- **January 17, 2023** - *Permanent structure must be fully operational*

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
For Information only.

TIME SENSITIVE CONDITIONS OF 201211SU
CHITTER CHATTER PALLET COMPANY
BUSINESS OWNER: Janelle Bruce
PROPERTY OWNER: Melissa Stathas

The Marion County Board of County Commissioners approved Special Use Permit (SUP) #201211SU to allow for the recycling and reconstruction of pallets in RC-1 zoning on January 19, 2020. This SUP request was necessitated due to non-compliance of SUP #190506SU which resulted in the activation of Code Enforcement Citation #826311. Non-compliance with previous SUP requirements, resulting in activation of other Code Enforcement citations, had also occurred with this applicant and this business.

The Marion County Board of County Commissioners have granted the current SUP, but additional requirements in the form of specific dates for targeted improvements have been added. The applicant must meet these dates for all milestones for the SUP to remain active. The target dates and requisite milestones are as follows:

- **5/18/2021** - *All activities related to disassembling or reassembling pallets must occur under a temporary structure. Buffers must be fully installed and maintained.* ***(Milestone has been met)***

- **9/21/2021** – *Permanent structure must be permitted for construction.*

- **1/17/2023** – *Permanent structure must be fully operational*

TIMELINE JULY 2016 TO
CHITTER CHATTER PALLET COMPANY

- **7/29/16:** 1st Code Enforcement Citation #733877– Operating a business without obtaining a new CO and reconditioning pallets without a Special Use Permit

- **1/17/17:** Approval of 170106SU (Established Special Use conditions and negated Code Enforcement Citation #733877)
    1. The site shall be operated consistent with the submitted conceptual plan and conditions as provided with this approval. Any expansion of the storage or process areas will require an application for modification to this special use permit. Modifications to impervious areas to better facilitate parking or truck movement for the existing operation are allowed through the County's Development Review Process.
    2. Pallets may not be stored more than 20ft high at any time.
    3. Hours of operation may be dawn to dusk.
    4. *All activities related to disassembling or reassembling pallets must occur in the fully enclosed portion of the building.*
    5. *Buffers are required for the project area, as follows: Along the western boundary, a type C buffer, which consists of a 15 ft wide vegetated strip containing at least two shade trees per 100'. Shrubs and groundcovers shall comprise at least 50% of the buffer and achieve a height of at least three feet within one year. Along the eastern boundary, a Type D Buffer which consists of a 15foot wide landscape strip with buffer wall, containing at least two*

shade trees and three ornamental trees for every 100 lineal feet. Where required, an opaque fence may be used in lieu of a buffer wall.

6. The Special Use Permit shall expire on January 17/2020. The applicant may submit a new Special Use Permit application for consideration to renew and extend this permit in the future.

- **7/29/17:** Fire destroyed the operations structure.
- **9/25/17:** Code Enforcement Citation #756958 – Violation of Special Use Permit Conditions #4 & #5 (***See italicized above***)
- **5/21/19:** Approval of 190506SU (Re-established Special Use conditions and negated Code Enforcement Citation #756958)
    1. *The site shall be operated consistent with the submitted conceptual plan and conditions as provided with this approval. Any additional expansion of the storage or process areas will require an additional application for modification to this special use permit. Modifications to impervious areas to better facilitate parking or truck movement for the existing operation are allowed through the County's Development Review Process.*
    2. Pallets may not be stored more than 20ft high at any time.
    3. Hours of operation may be dawn to dusk.
    4. *In the immediate future, all activities related to disassembling or reassembling pallets must occur under a temporary structure that is visually buffered from US 441. Temporary fencing with an attached opaque barrier is acceptable as a buffer. Stacked pallet rows are not acceptable as a buffer to meet this condition.*
    5. *A permanently enclosed structure, with electricity and water, for all pallet modifications must be in place and operational within seven months of the Special Use Permit approval.*
    6. *Buffers are required for the project area, as follows: Along the western boundary, a type C buffer, which consists of a 15-foot wide vegetated strip containing at least two shade trees per 100'. Shrubs and groundcovers shall comprise at least 50% of the buffer and achieve a height of at least three feet within one year. Along the eastern boundary, a Type D Buffer which consists of a 15-foot wide landscape strip with buffer wall, containing at least two shade trees and three ornamental trees for every 100 lineal feet. Where required, an opaque fence may be used in lieu of a buffer wall.*
    7. The Special Use Permit shall expire on 5/21/2022. The applicant may submit a new Special Use Permit application for consideration to renew and extend this permit in the future.
    8. Special Use Permit #170106SU / Resolution #17-R-014 is hereby repealed and replaced by this Special Use Permit.
- **8/18/20:** Code Enforcement Citation #826311 – Violation of Special Use Permit Conditions #1, #4,#5 & #6 (***See italicized above***)
- **9/15/2020:** Revocation hearing for Special Use 190506SU.
    - Applicant given time to correct violations through formulation of a business plan to finance and construct a permanent structure to conduct business from.
- **11/17/2020:** Proof of full financing of permanent structure not provided.
    - Only proof of partial financing was provided.
    - Applicant given sixty days to provide proof of total financing, and a schedule to rebuild permanent structure.
- **12/19/2021:** Approval of Special Use Permit #201211

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3055 **Agenda Date:** 5/18/2021 **Agenda No.:** 15.3.8.

SUBJECT:
21-L01 - James and Diana Schilling ET AL, Commercial and Medium Residential to Employment Center, 39.28 Acres

INITIATOR:
Mary Elizabeth Burgess, Director

DEPARTMENT:
Growth Services

DESCRIPTION/BACKGROUND:
21-L01, James R. and Diane T. Schilling, New Direction IRA FBO, Richard J. Schilling IRA, 7524 N. Chief Lake Road, Hayward WI 54843 requests a large-scale land use change, Commercial and Medium Density to Employment Center, on approximately 39.28 Acres, on Parcel Account Number 48320-000-00.

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Both Staff and P&Z Commission (Vote 3 to 2) Recommend Approval

MARION COUNTY GROWTH SERVICES

Date: 5/4/2021

P&Z: 4/26/2021 BCC Transmittal: 5/18/2021
[Tentative BCC Adoption: 7/20/2021]

Amendment No: 2021-L01

Type of Application
Large-Scale Comp Plan Amendment

Request:
1) FLUMS Map 1 Future Land Use Designation Amendment:
From: Commercial (±19.64 acres) and Medium Residential (±19.64 acres)
To: Employment Center (±39.28 AC)

Concurrent Zoning Case:
20210501Z

Development Agreement:
OR Bk/Pg: 3450/484-487

Parcel #/Acreage:
48320-000-00 / ±39.28 AC

Owner:
J.R. & D.T. Schilling & New Direction IRA

Applicant(s):
David Tillman, Tillman & Associates Engineering

Location: 9494 SE Hwy 42, south side of SE Hwy 42, ±1/2 mile west of S. US Hwy 441.

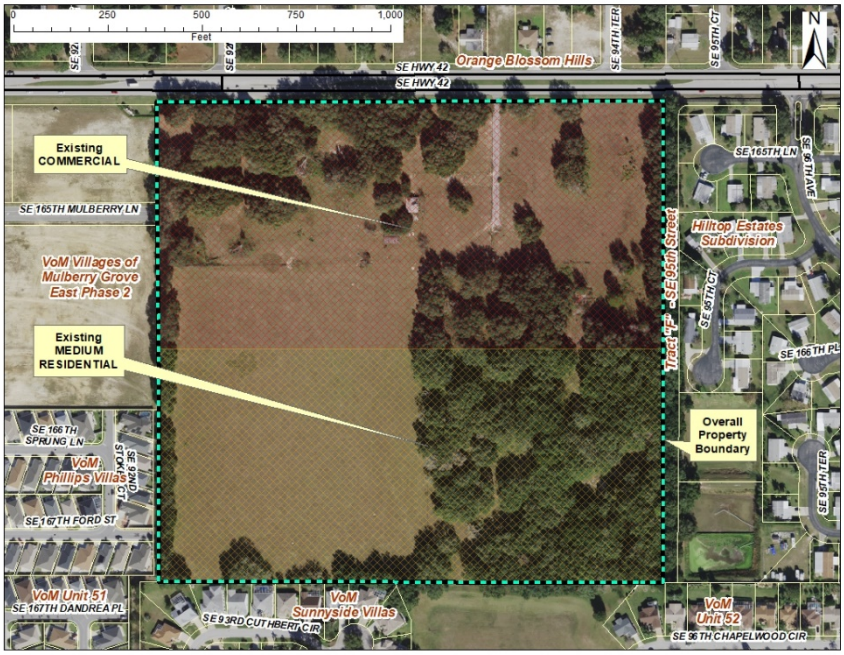
Staff Recommendation
Approval

P&Z Recommendation
Approval
Vote 3 to 2

Project Planner
Christopher D. Rison, AICP, Senior Planner

Existing Use:
Mobile home w/field & trees

Code Enforcement Actions On-site: None.



RECOMMENDATIONS & HEARINGS HELD FOR THIS AMENDMENT

Action	Result
Staff Recommendation	APPROVAL
P&Z Recommendation	APPROVAL
BCC Transmittal	PEND
BCC Adoption	PEND

Notice of Public Hearing
Property Owners within 300 feet of the subject property: 125.

A companion PUD Rezoning Application (20210501Z) has been submitted for concurrent consideration with this Amendment request. Approval of this Amendment request would be necessary in order for that PUD Rezoning Application to be approved.

PROJECT INFORMATION

Plan Amend to change FLUM Land Use Designation from Commercial and Medium Residential to Employment Center on ±39.28 AC.

Water/Sewer: Central water and central sewer services are available from Marion County Utilities from Hwy 42.
Environmental: No areas of 100-Year Flood Plain or wetlands, although a Flood Prone area has been identified; listed species are possible due to site's sandhill nature; County-wide Secondary Springs Protection Zone; not in an Environmentally Sensitive Overlay Zone.
Transportation: Access via Hwy 42, a limited narrow right-of-way. Cross access opportunities are available. Final traffic study to determine needed improvements. Further coordination with design and surroundings will be necessary with rezoning and development review.

LOCATION

The site consists of 39.28 acres located at 9494 SE Hwy 42, on the south side of SE Hwy 42 adjoining the residential Hilltop Estates & Villages of Marion Phillips Villas Subdivision, along with the commercial Villages of Marion Mulberry Grove East Phase 2 Subdivision. Portions of the Orange Blossom Hills Subdivision are located north across SE Hwy 42 from the site.

Current & Proposed FLUM Development Eligibility*

CATEGORY	MAXIMUM INTENSITY
CURRENT*	
Medium Residential ±19.64 AC @ 4 DU/AC	**78 DU*** (187 persons)
Commercial ±19.64 AC @ 1 FAR	**256,590 GSF*** 855,518 GSF
PROPOSED	
Employment Center	±39.28 AC
@ 16 DU/AC	628 DU (1,507 persons)
@ 2 FAR	3,422,073 GSF
Change	
DU & Population	+550 DU (+1,320 persons)
Com/Ind	+3,165,483 GSF

AC = Acres, DU = Dwelling Unit, FAR = Floor Area Ratio, GSF = Gross Square Foot

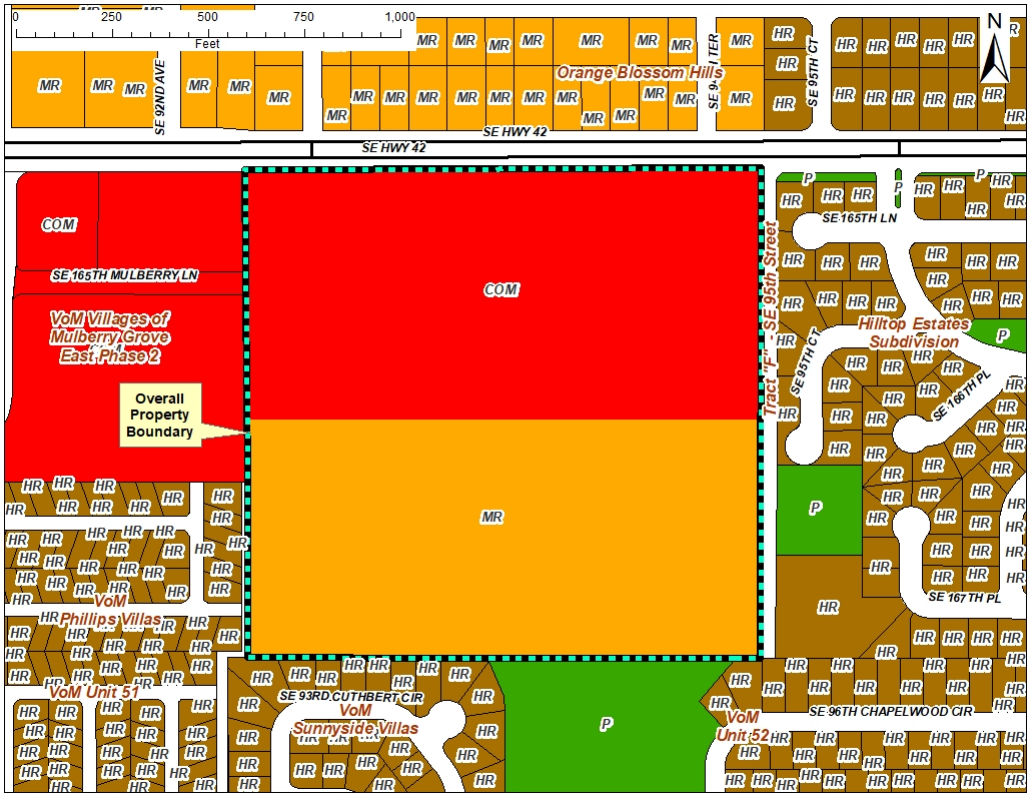
A Developer's Agreement limits the site's maximum residential and non-residential development to the amounts listed in **BOLD type above. Any increase above those amounts will require modifying or terminating the current Developer's Agreement.*

Site Historic Information:
Plan Amendment:
2001-L04.
Zoning Case:
20160115Z (P-MH).

Existing and Requested Land Use Designations:

Policy 2.1.18: Medium Residential (MR): Intended to recognize areas suited for primarily single-family residential units within the UGB, PSAs and Urban Area. However, the designation allows for multi-family residential units in certain existing developments along the outer edges of the UGB or Urban Area. The density range shall be from one (1) dwelling unit per one (1) gross acre to four (4) dwelling units per one (1) gross acre, as further defined in the LDC. This land use designation is an Urban Area land use.

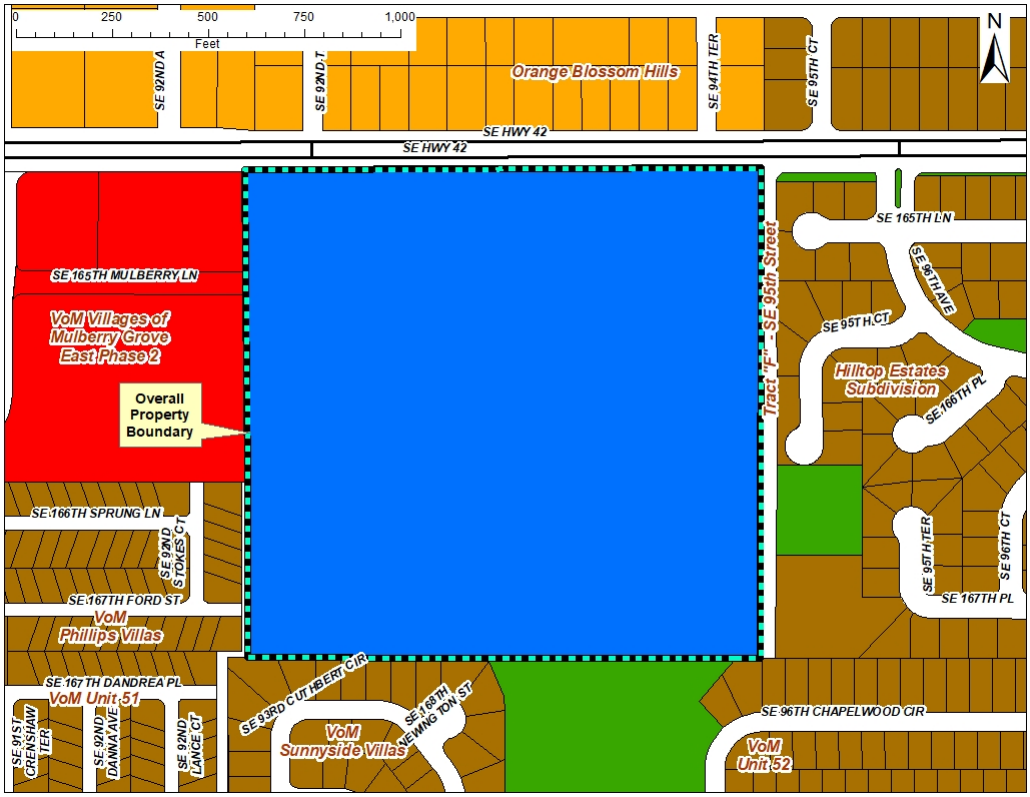
CURRENT FUTURE LAND USE DESIGNATION



LEGEND

RL - Rural Land (1 du/10 ac)	HR - High Residential (4-8 du/ac)	COM - Commercial (0-6 du/ac; FAR 1.0)	P - Public (N/A; FAR 1.0)
LR - Low Residential (0-1 du/ac)	UR - Urban Residential (8-16 du/ac)	EC - Employment Center (0-12 du/ac; FAR 2.0)	PR - Preservation (N/A; N/A)
MR - Medium Residential (1-4 du/ac)	RAC - Rural Activity Center 0-2 du/ac; FAR 0.35)	CD - Commerce District (N/A; FAR 2.0)	M - Municipality

PROPOSED FUTURE LAND USE DESIGNATION



Policy 2.1.22: Commercial (COM): Intended to provide for mixed-use development focused on retail, office, and community business opportunities to meet the daily needs of the surrounding residential areas; and allows for mixed residential development as a primary use or commercial uses with or without residential uses. The density range shall be up to eight (8) dwelling units per one (1) gross acre and a maximum Floor Area Ratio of 1.0, as further defined in the LDC. This land use designation is allowed in the Urban Area and allows for campgrounds and recreational vehicle parks (RVP). This land use designation is an Urban Area land use.

Policy 2.1.23: Employment Center (EC): Intended to provide a mix of business, enterprise, research and development, light to moderate intensity commercial, and light industrial, activities. This designation also allows residential uses, campgrounds and recreational vehicle parks (RVP). - This land use designation will allow for and encourage mixed use buildings. The density range for residential units shall be up to sixteen (16) dwelling units per one (1) gross acre and a maximum Floor Area Ratio of 2.0, as further defined by the LDC. This land use designation is an Urban Area land use.

REQUEST/BACKGROUND

The applicant is requesting to amend the site's future land use designation from a combination of Commercial and Medium Residential to Employment Center. A Comprehensive Plan Future Land Use Map (FLUM) Amendment (2001-L04) approved in 2001 designated the north ½ of the site Commercial and the south ½ Medium Residential. That approval was accompanied by a companion Developer's Agreement (Official Record Book 3450, Pages 484-487, copy attached) that established maximum development amounts for the resulting Commercial and Medium Residential portions of the site. Staff notes that at the time the Amendment was approved, the Villages of Marion project within Marion County was in its beginning stages, only having its primary Development Order approved in October 1999. The Hilltop Estates Subdivision (1985) to the east was being developed, and the majority of the Orange Blossom Hills Subdivision (1959) roadways on the north side of SE Hwy 42 were unpaved, with the exception the isolated area directly across SE Hwy 42 from the site that extends east to S. US Hwy 441, and that isolated area remains "disconnected" from the remainder of Orange Blossom Hills to the west and north at this time.

EXISTING CONDITIONS

The ±39.28 acre site includes a mobile home (1972/576 SF) with a mix of former fields/pasture and trees. The site slopes generally southeast and is essentially a "sandy" habitat (Candler) that may make the site suitable habitat for some listed species, and no wetlands are located on-site. No formal flood zones are present, however the Marshall Swamp Watershed Basin Management Plan identifies a flood prone area in the southeast corner of the site that corresponds to the site's existing contours. The site is not in an Environmentally Sensitive Overlay Zone (ESOZ), but is in the general Countywide Secondary Springs Protection Zone.

The site is located outside the formal Urban Growth Boundary (UGB) but is considered to be part of the existing "Urban Area" as identified in Future Land Use Element Table 2-1 and Policy 3.1.6. This "Urban Area" is generally focused around the S. US Hwy 441 and SE Hwy 42 intersection. A variety of existing uses, "Urban Area" land use designations, and zoning districts surround the site. The site's existing surrounding future land use designations, zonings, and uses are further listed below:

Table 1 – Adjacent Property Characteristics

Direction	FLUM Designation	Zoning	Existing Use per MCPA Property Code
N	Medium Residential	R-1 (Single-Family Dwelling)	Orange Blossom Hills Subdivision – SFR & Vacant lots
S-W	High Residential	PUD (Planned Unit Development)	VoM Unit 51
S-E	High Residential	PUD (Planned Unit Development)	VoM Villas of Sunnyside
E	Medium Residential	R-4 (Mixed Use Residential)	Hilltop Estates Subdivision
W-N	Commercial	PUD (Planned Unit Development)	VoM Mulberry Grove East Ph. 2
W-S	High Residential	PUD (Planned Unit Development)	VoM Phillips Villas
VoM = Villages of Marion			

DEVELOPMENT CONTEXT

The requested future land use designation is intended to allow for higher density and intensity residential and commercial uses. The increased residential densities may accommodate a variety of housing types and increase opportunities for housing diversity. The increased commercial intensities may accommodate uses that provide diverse services and employment opportunities for surrounding areas and potential companion residential uses, particularly as

potential mixed use sites and mixed-use structures. The overall Villages project to the south along with historic and new projects in the area continue to develop as well; however many of those projects continue to focus on less dense single-family residential detached dwelling units. This uniform development pattern limits housing diversity as the area's population continues to grow and contributes to increasing urban sprawl concerns. The potential mix of increased residential and commercial use opportunities may compliment and support the existing commercial area of the Villages and the continuing increase in population in the Orange Blossom Hills Subdivision. Currently, approximately 1,830 single-family detached residential units are present in Orange Blossom Hills/Pinehurst; however, based on the subdivisions' current zoning and land use allowances, 2,800 to 3,500 dwelling units may be accommodated, all as single-family detached dwellings.

The site will access SE Hwy 42 that was 4-laned by the Villages of Marion developer under a Roadway Improvement Agreement with Marion County. The SE Hwy 42 location, adjoining commercial areas, and surrounding residential areas allow the site to function as an infill opportunity in this "Urban Area" to provide an opportunity to diversifying housing and support creating a central place for the surrounding communities that may ultimately be accessed in a variety of means.

Central water and central sewer services are available from Marion County Utilities. Site development will be the responsibility of the developer which may form partnerships with additional entities providing for infrastructure coordination consistent with the County's Land Development Code (LDC). An existing Marion County Fire/EMS Station and Sheriff Substation are a short distance to the west off SE Hwy 42.

The proposed Employment Center future land use designation does allow a variety of uses, although the final uses will be dependent on the ultimate uses chosen by the developer and enabled through the site's final zoning classification. Marion County's LDC addresses buffering between the adjoining properties and those ultimately established on the site. Further, other site development characteristics such as outdoor lighting are also addressed to ensure compatibility.

The requested Employment Center future land use designation will increase the potential development diversity of land in an existing "Urban Area" where existing central utilities, transportation routes, and emergency services are present.

PUBLIC FACILTIES AND SERVICES

Environmental: The site has does not appear to have been actively managed for many years and has become somewhat overgrown. At the time of development, an Environmental Assessment for Listed Species will be required and its review will be conducted in conjunction with jurisdictional state and regional agencies (FDEP/USFWS). The site is essentially a sandhill habitat site without any 100-Year Flood Plain or wetland areas. According to the *Soil Survey of Marion County, Florida*, the site is Candler sandy soil that includes potential risk for sinkhole activity which is consistent with the surrounding lands and Marion County's karst terrain. Site development will also require a stormwater and karst analysis conducted in conformance with Marion County's Primary

Springs Protection Overlay Zone requirements in coordination with jurisdictional regional agencies (e.g., SJRWMD).

School Facilities: School facilities may be impacted by the proposed amendment due to the increase in potential residential units. Marion County Public Schools (MCPS) staff commented that adequate capacity exists at the District Wide Level; however localized overcrowding occurs in certain areas. Stanton Weirsdale Elementary, Lake Weir Middle, and Belleview High Schools serve the area. Stanton Weirsdale and Lake Weir Middle are currently below capacity, while Belleview High School is currently at 105% capacity; however, school demands fluctuate and MCPS does actively manage district and school capacities to address such fluctuations.

Public Safety: The County's Villages Fire Station #10 is located ±1 mile west of the site at 8220 SE 165th Mulberry Lane, while the Sheriff's North Multi-District Office is located ±1 mile to the west at 8230 SE 165th Mulberry Lane. Limited public system hydrants are currently located within the area; however site development will be required to address public safety requirements. Public safety service response times will vary based on whether the response units are at the stations or on the road, and service may also be provided by other surrounding facilities. Final conformance with all public safety needs will be coordinated with any site development proposals as part of the development review processes for the site, consistent with Marion County's Land Development Code (LDC).

Potable Water & Sanitary Sewer: The site is in Marion County's Stonecrest SE Regional Utility Service Area.

TABLE 2. Water & Sanitary Sewer Capacity - Maximum Demand in Gallons Per Day (GPD)

Utility Service LOS Standard	Existing FLU	Proposed FLU	Net Change
Residential (# of Units) Non-Residential (acres)	78 units ±19.64 acres	628 units ±39.28 acres	+550 units +19.64 acres
Water (PWE Policy 1.1.1) Residential (150 GPD/person/unit*) Non-Residential (2,750 GPD/acre)	 28,080 GPD 54,010 GPD	 226,080 GPD 108,020 GPD	 +198,000 GPD + 54,010 GPD
Sewer (SSE Policy 1.1.1) Residential (110 GPD/person/unit*) Non-Residential (2,000 GPD/acre)	 20,592 GPD 39,280 GPD	 165,792 GPD 78,560 GPD	 +145,200 GPD + 39,280 GPD
*2.4 persons/unit			
Sources: Marion County Growth Services & Florida Statistical Abstract 2006-13.			

Table 3 – Potable Water and Wastewater System Capacities

Marion County Stonecrest SE Regional Utilities	WATER (MGD)	WASTEWATER (MGD)
DESIGNED/CONSTRUCTED CAPACITY	12.004	1.000
CURRENT CAPACITY/FLOW	3.369	
AND RESERVED CAPACITY		0.670
CURRENT AVAILABLE CAPACITY	8.635	0.335
AMENDMENT MAX CAPACITY DEMAND	*0.226*	*0.166*
REMAINING AVAILABLE CAPACITY		**0.160**

Development of the site will require centralized utility services, which are available from central water and central sewer service lines within SE Hwy 42. Finally, participation by the developer through development agreements and/or partnerships with the County may occur, particularly in relation to accessing the existing service lines.

Stormwater/Drainage: The site does not include 100-Year Flood Plain areas or wetlands, and its sandy habitat nature is well suited for stormwater drainage. A limited Flood Prone Area on-site has been identified by the Marshall Swamp Watershed Management Plan. All proposed development is required to hold stormwater on-site, up to and including a 100-year storm event, along with other specialized requirements to address and discourage on-site or off-site flooding concerns including compliance with Marion County's Springs Protection Overlay Zone requirements. If this amendment is granted, development of the site will be required to address potential flood impacts with the completion of the improvements, potentially including reducing the form, intensity, and/or density of development proposed (e.g., units, building SF, impervious SF).

Recreation: As with schools, the proposed land use change would increase potential residential use of the site. Recreation facilities would potentially be impacted by the potential development increase (628 DUs potentially 1,507 persons). However, it is not expected to adversely affect recreation facilities generally as Marion County has ample Federal, State, and County owned lands available for recreational activity and exceeds the currently established LOS standard. No common public community recreation facilities are available within the immediate area; however the County currently provides the Carney Island park to the east, along with other limited park sites, and the County currently holds a property in reserve for a potential public/park use within the Orange Blossom Hills Subdivision. [For reference, the companion PUD Rezoning Application to this request proposes providing some internal residential community amenities.]

Solid Waste: The LOS is 6.2 pounds per person per day (Solid Waste Element, Policy 1.1.2). The proposed land use change would increase potential residential and/or use of the site, but may not significantly affect the County's solid waste operations. The County has identified and arranged for short-term and long-term disposal needs by obtaining a long-term contract reserving capacity with a private landfill in Sumter County. Additionally, the County has recently expanded the Weirsdale Recycling Site located ±4.5 miles east of the site. Further, the County continues to pursue recycling opportunities and other avenues to address solid waste needs based on existing and projected conditions.

Transportation: Amendment 21-L01 was analyzed using the Institute of Transportation Engineers (ITE) Trip Generation Handbook, 10th Edition and/or the Marion County 2015 Transportation Impact Fee Schedule as based on the ITE Trip Generation Handbook, 9th Edition. At maximum residential or maximum commercial development levels, significant impacts may result from the ±39.28 acre site with a residential maximum of ±2,600 daily trips and ±11 PM peak hour trips and a commercial maximum of ±33,785 daily trips and ±15,490 PM peak hour trips. (See Amendment Trip Generation Table). However, the concurrent PUD Rezoning Application proposes a limited scope of development; further, Marion County has been experiencing significantly lower commercial build-out levels in the area more typically at a 0.30 floor area ratio (FAR) rather than a 2.0 FAR.

SE Hwy 42 is a limited and constrained right-of-way. The site is potentially constrained by limited cross access opportunities that may result in a "cul-de-sac" development effect for the site; however, additional alternative access may be arranged in coordination with formal development of the site. The coordination of vehicle and other multi-modal access forms in this area is a continuing concern for the area. Development proposals associated with this application will be subject to review and approval under the County's LDC including concurrency and access review processes which may require additional specialized access improvements.

Table 4 – Immediate Roadway Network Status

Road	Class	Maint. Entity	Existing Conditions			
			Surface	No. Lanes	R/W Width	R/W Deficiency
SE Hwy 42	Arterial	County	Paved	4	±85'	±35'
SE 89th Terrace	Subdivision Local	County MSBU	Paved	2	±50	±0-10'
SE 164th Place	Subdivision Local	County MSBU	Paved	2	±50	±0-10'

Table 5 – Projected Amendment Trip Generation

Scenario	Land Use	Acres (±)	Potential Max Development	Daily Trips	PM PK HR. Trips
Existing	Medium Residential	220	78	514 DU	**52**
	Commercial		838 KSF	33,785	**15,940**
Proposed	High Residential	221	628	2,600 DU	**257**
	Commercial		3.4 MSF	23,852	**10,936**

Projections based on Marion County 2015 Transportation Impact Fee Study and/or ITE 10th Edition.
ITE 210 = SFR; ITE 220 = Low Rise MF (1-2 stories); ITE 221 = Mid Rise MF (3-4 stories).
KSF = Thousand Square Feet; MSF = Million Square Feet

RECOMMENDATIONS:

STAFF RECOMMENDATION:

Growth Services recommends **APPROVAL** of **CPA 21-L01** for the proposed Future Land Use Map Amendment on the following basis:

1. The granting of the amendment will not adversely affect the public interest.
2. The proposed amendment is compatible with land uses in the surrounding area.
3. The proposed amendment is consistent with Chapter 163, Florida Statutes and the Marion County Comprehensive Plan, subject to final traffic concurrency compliance at the time of development review.

PLANNING & ZONING COMMISSION RECOMMENDATION – April 26, 2021:

The Planning & Zoning Commission recommends **APPROVAL** of **CPA 21-L01** for the proposed Future Land Use Map Amendment on the following basis:

1. The granting of the amendment will not adversely affect the public interest.
2. The proposed amendment is compatible with land uses in the surrounding area.
3. The proposed amendment is consistent with Chapter 163, Florida Statutes and the Marion County Comprehensive Plan, subject to final traffic concurrency compliance at the time of development review.

BOARD OF COUNTY COMMISSIONERS – TRANSMITTAL – May 18, 2021:

The Board of County Commissioners acted to **APPROVE** transmitting **CPA 21-L01** for agency review under the *expedited state review* process.

REVIEW AGENCY COMMENTS – [Tentative – July, 2021]:

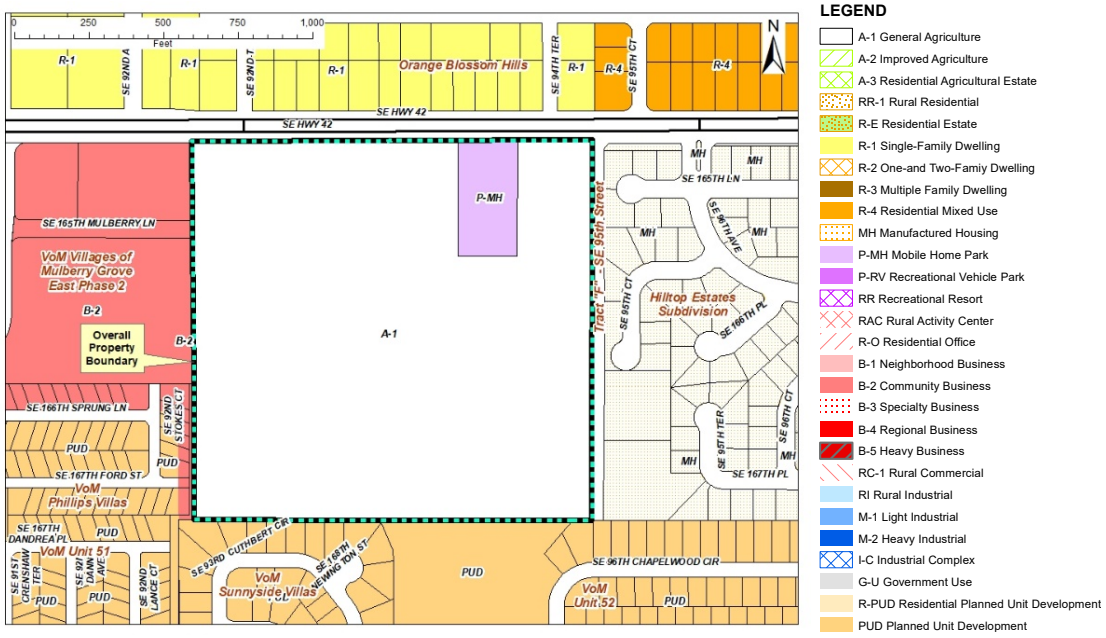
Amendment reviewed by state and regional agencies via Expedited State Review pending.

BOARD OF COUNTY COMMISSIONERS – ADOPTION – [Tentative – July, 2021]:

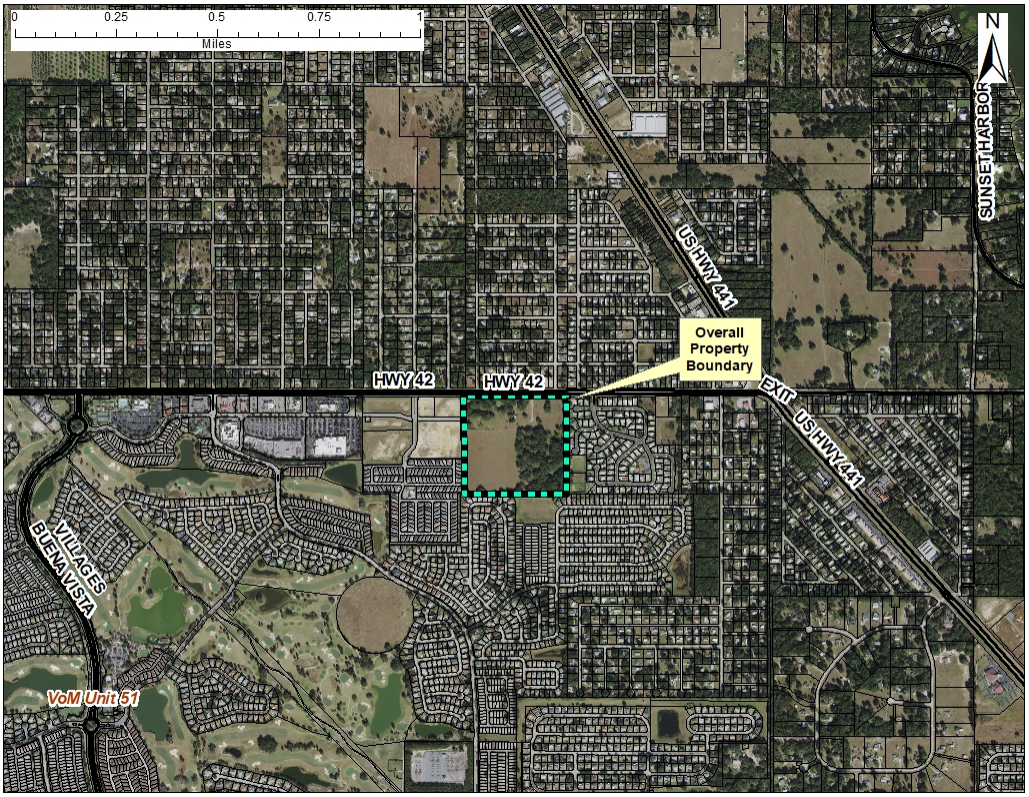
The Board of County Commissioners [_____] **CPA 21-L01** on the following basis:

1. The granting of the amendment *will/will not* adversely affect the public interest.
2. The proposed amendment *is/is not* compatible with land uses in the surrounding area.
3. The proposed amendment *is/is not* consistent with Chapter 163, Florida Statutes and the Marion County Comprehensive Plan.

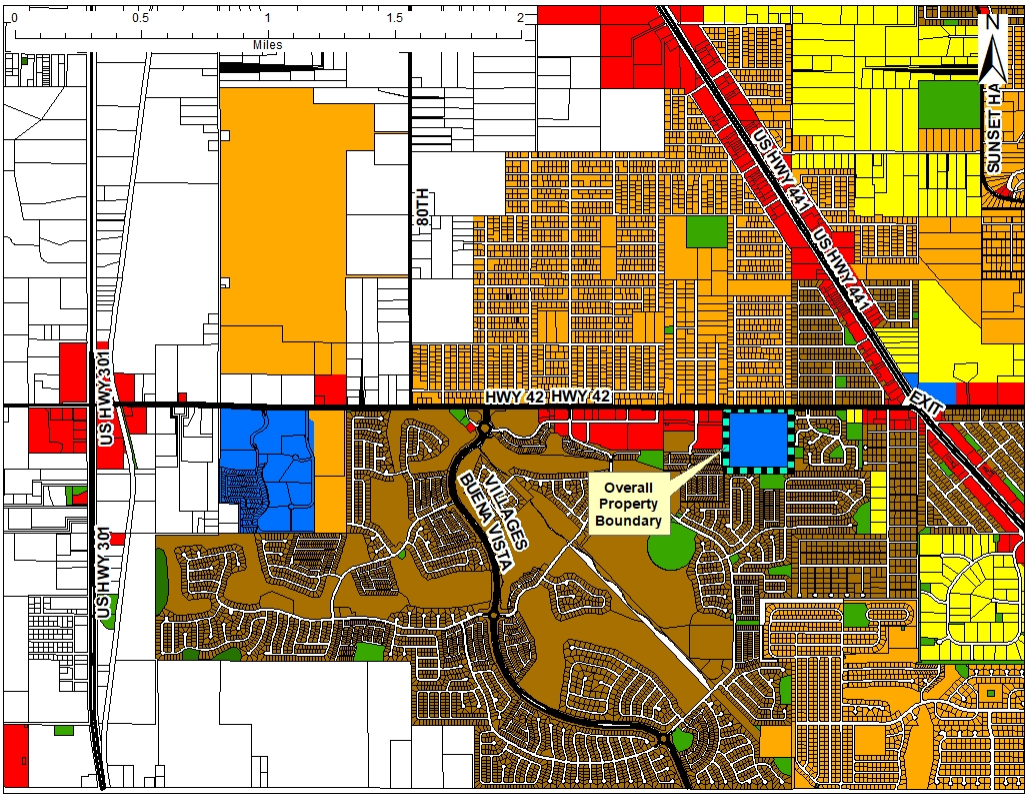
CURRENT ZONING



EXPANDED AERIAL VIEW



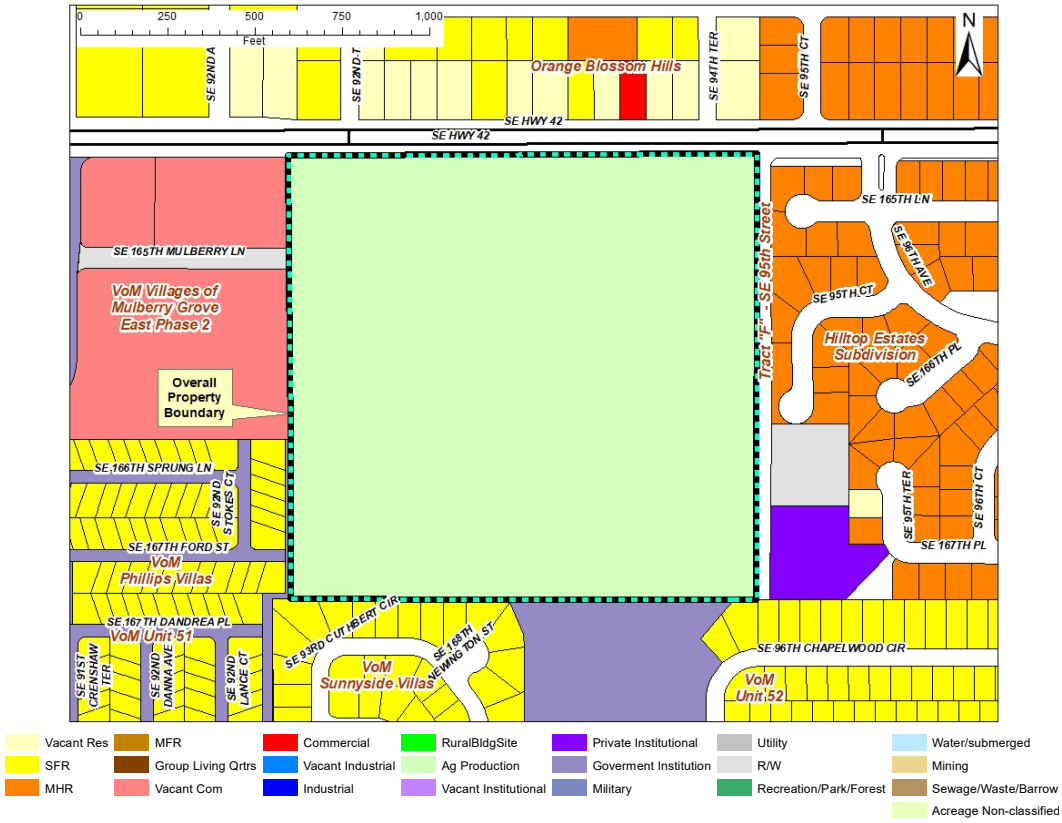
EXPANDED FUTURE LAND USE MAP VIEW WITH PROPOSED FUTURE LAND USE



LEGEND

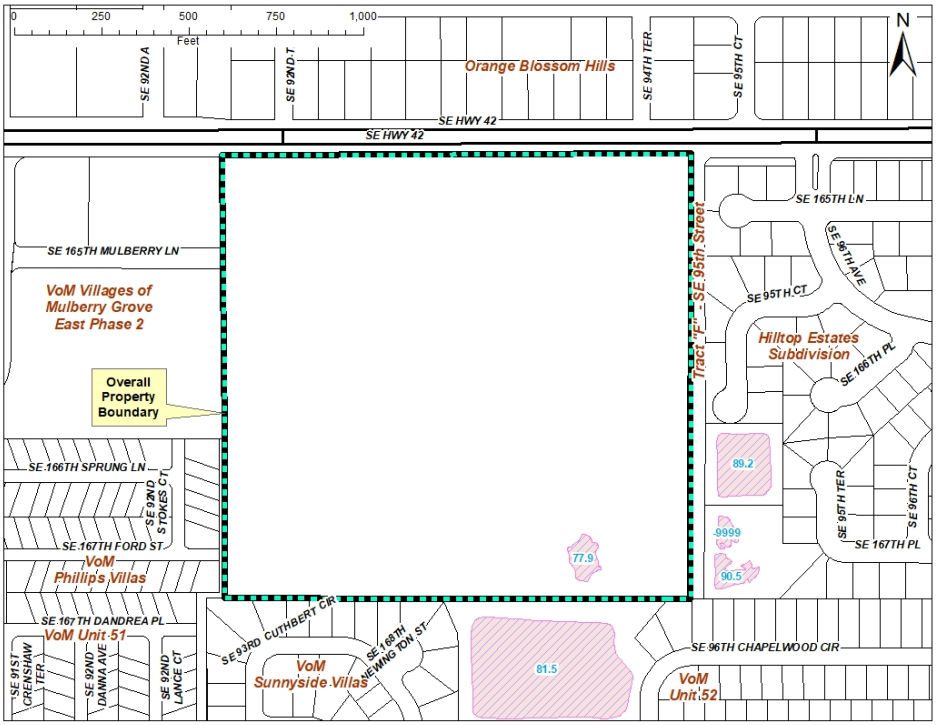
RL - Rural Land (1 du/10 ac)	HR - High Residential (4-8 du/ac)	COM - Commercial (0-6 du/ac; FAR 1.0)	P - Public (N/A; FAR 1.0)
LR - Low Residential (0-1 du/ac)	UR - Urban Residential (8-16 du/ac)	EC - Employment Center (0-12 du/ac; FAR 2.0)	PR - Preservation (N/A; N/A)
MR - Medium Residential (1-4 du/ac)	RAC - Rural Activity Center 0-2 du/ac; FAR 0.35)	CD - Commerce District (N/A; FAR 2.0)	M - Municipality

EXISTING USE PER MARION COUNTY PROPERTY APPRAISER LAND USE CODE

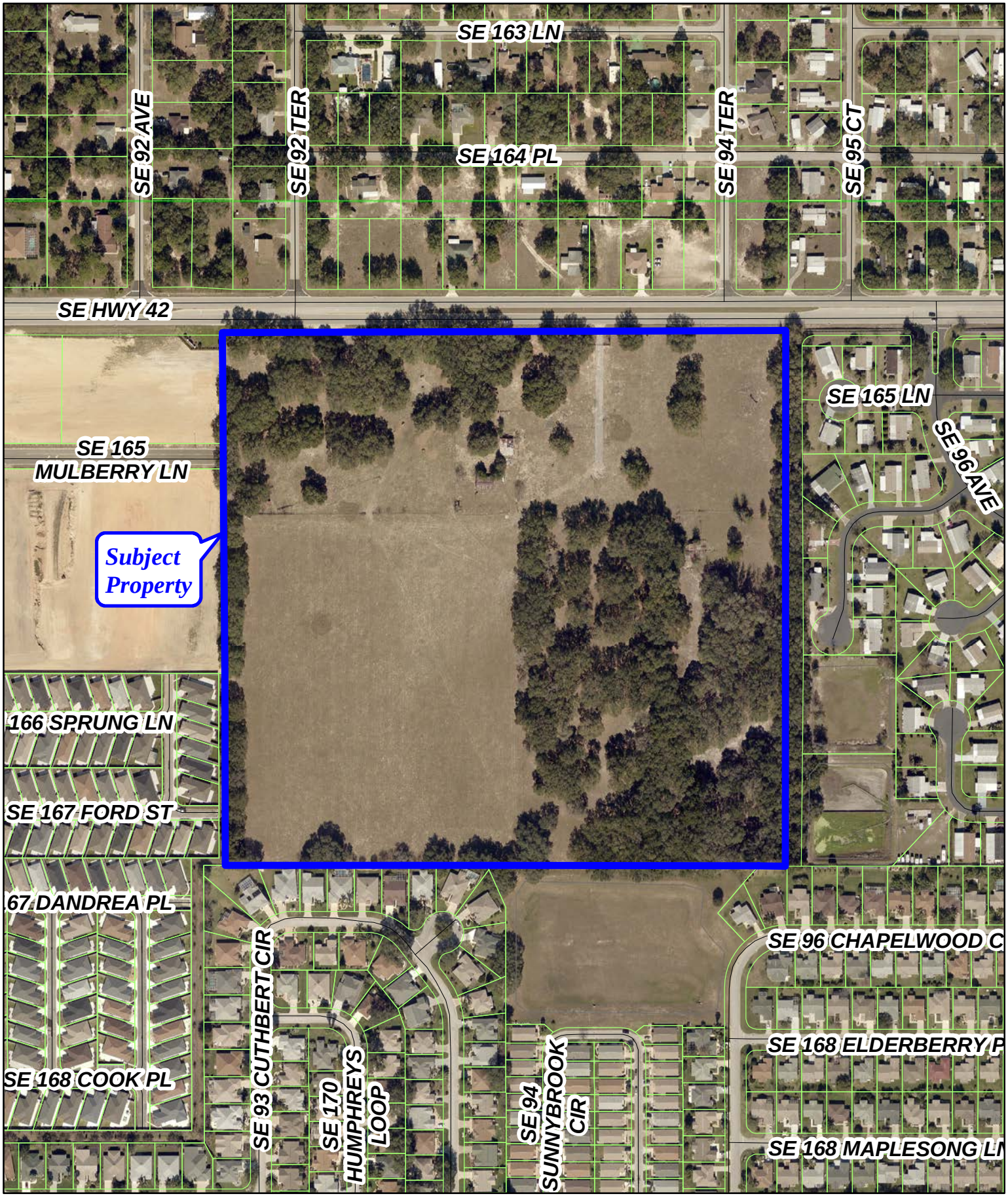


FEMA FIRM Flood Zone and MC Flood Prone

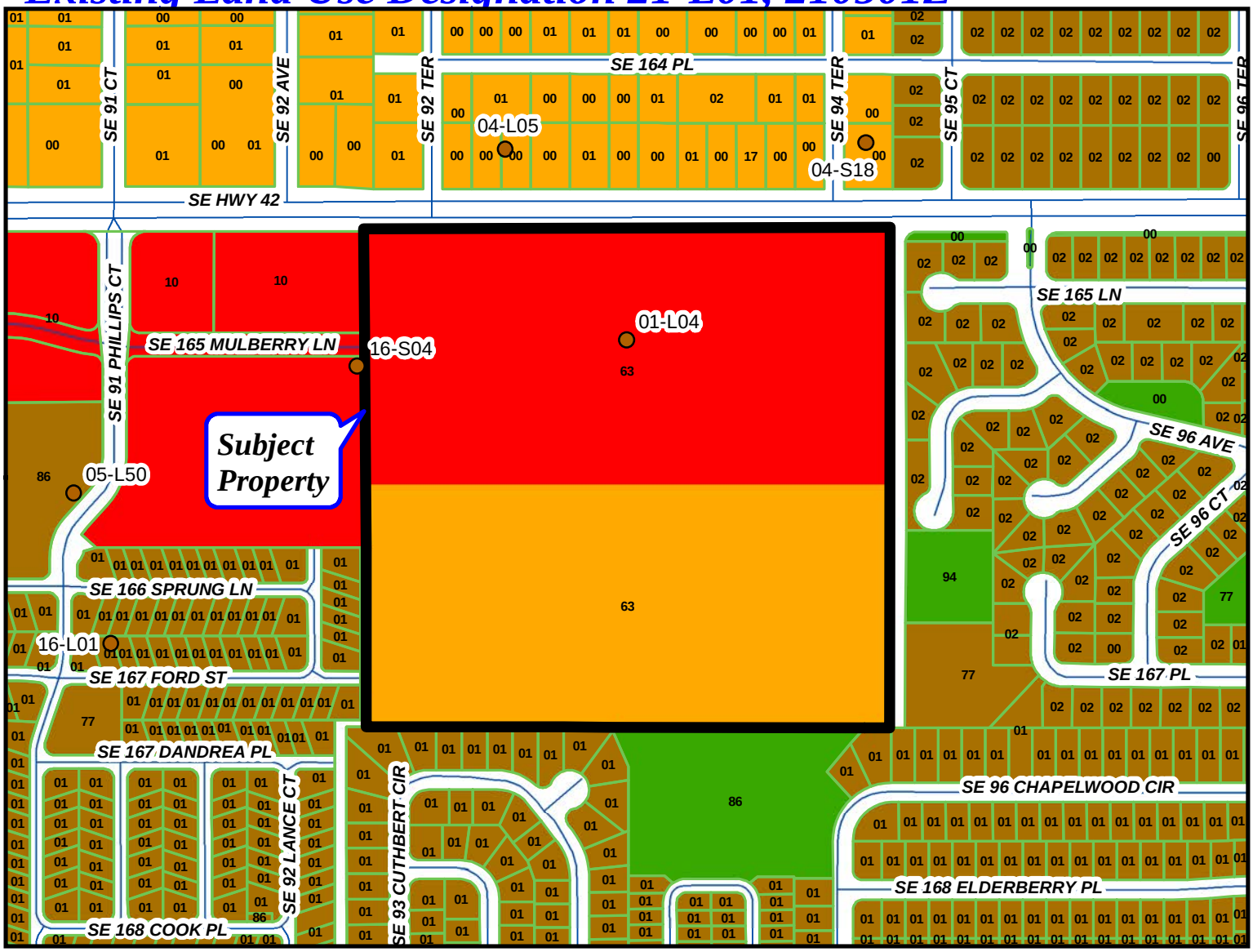
A AE AH X Flood Prone Area



Aerial: 21-L01, 210501Z



Existing Land Use Designation 21-L01, 210501Z



Use per MC Property Appraiser	
01	Single Family Res
50-69/99	Agricultural
00/10/40/70	Vacant
71	Church
02	Mobile Home
06-07/11-39	Commercial
41-49	Industrial
83-98	Public
82	Recreation
03-05/08	Multi-Family
77	Club/Lodge/Union Hall

OWNER(S): James R. and Diane T. Schilling, ET AL

AGENT: Tillman & Associates Engineering – David Tillman

PARCEL(S): 48320-000-00

All provided GIS data is to be considered a generalized spatial representation, which is subject to revisions. The feature boundaries are not to be used to establish legal boundaries. For specific visual information, contact the appropriate county department or agency. The information is provided visual representation only and is not intended to be used as legal or official representation of legal boundaries.

N

Legend

- All Amendments
- **Policy 1.20**
- Rural Land (1 du/10 ac)
- Low Residential (0 - 1 du/ac)
- Medium Residential (1 - 4 du/ac)
- High Residential (4 - 8 du/ac)
- Farmland Preservation Area
- Urban Residential (8 - 16 du/ac)
- Rural Activity Center (0 - 2 du/ac; FAR 0.35)
- Rural Community (0 - 3 du/ac; FAR 0.70)
- Commercial (0 - 6 du/ac; FAR 1.0)
- Environmentally Sensitive Overlay Zone (ESOZ)
- Employment Center (0 - 12 du/ac; FAR 2.0)
- Commerce District (N/A; FAR 2.0)
- Public (N/A; FAR 1.0)
- Preservation (N/A; N/A)
- Municipality

Marion County
Board of County Commissioners
Growth Services ◊ Planning & Zoning
2710 E. Silver Springs Blvd.
Ocala, FL 34470
Phone: 352-438-2600
Fax: 352-438-2601

STAFF USE ONLY
CASE NUMBER:
_____ - _____
Date Received: 03 / 03 / 2021
Time Received: 3 : 39 am / (pm)
21-L01
Concurrent Zoning Case (if any):
(w/ 210513)
AR #: 26354
PA#: 48320-000-00

LARGE- AND SMALL-SCALE COMPREHENSIVE PLAN AMENDMENT APPLICATION

PLEASE CHECK THE APPLICABLE AMENDMENT APPLICATION TYPE BELOW:	
✓ LARGE-SCALE MAP AMENDMENT	____ SMALL-SCALE MAP AMENDMENT*
____ LARGE-SCALE TEXT AMENDMENT	____ SMALL-SCALE TEXT AMENDMENT**

*Map Amendment site must be 10 acres or less.
**Text amendment must be directly associated with, and only be applicable to, an accompanying Small-Scale Map Amendment

APPLICATION FEE:	SMALL-SCALE AMENDMENT (Map or Map with Text) = $3,000 LARGE-SCALE AMENDMENT (Map or Text) = $5,000 ✓

REQUIRED DOCUMENTS TO ATTACH TO APPLICATION (add additional pages if necessary):

__ 1) Certified legal description with a boundary sketch signed by a Florida registered surveyor for the specific property proposed to be amended. *Certified legal description **must** include the acreage.*
__ 2) Copy of the most recent deed covering the property included within the proposed amendment.
__ 3) Notarized owner/applicant affidavit(s) – see third page of this form.
__ 4) Application fee; cash or check made payable to "*Marion County Board of County Commissioners.*"
__ 5) Additional information, including proposed text amendment language, necessary to complete application.

(NOTE: If applying for text amendment only, the applicant and/or authorized agent contact information must be completed as requested on this page, then proceed to the bottom of Page 2.)

Marion County Tax Roll Parcel Number(s) Involved	Parcel Acreage	Future Land Use Designation per FLUMS	
		Current	Proposed/Requested
48320-000-00	39.28	commercial & med den	employment center

Please add an additional sheet(s) if more table entries are required.

CONTACT INFORMATION (NAME, ADDRESS, PHONE NUMBER, FAX AND EMAIL)	
Property owner/applicant	Authorized agent (if not the owner/applicant)
✓ James R. Schilling, Diane T. Schilling & New Direction IRA FBO Richard J. Schilling IRA 7524 N Chief Lake Rd Hayward, WI 54843-4236	Tillman & Associates Engineering David Tillman 1720 SE 16th Ave, Bldg 100 Ocala, FL 34471

Project #: 1999004402

S T R
27-17-23

AR # 26354

CONCEPTUAL PLAN FOR SITE AVAILABLE? YES ✓ NO ____
(IF YES, PLEASE ATTACH TO APPLICATION)

EXISTING USE OF SITE:

vacant

PROPOSED USE OF SITE (IF KNOWN):

Commercial and multi-family

WHICH UTILITY SERVICE AND/OR FACILITY WILL BE UTILIZED FOR THE SITE?

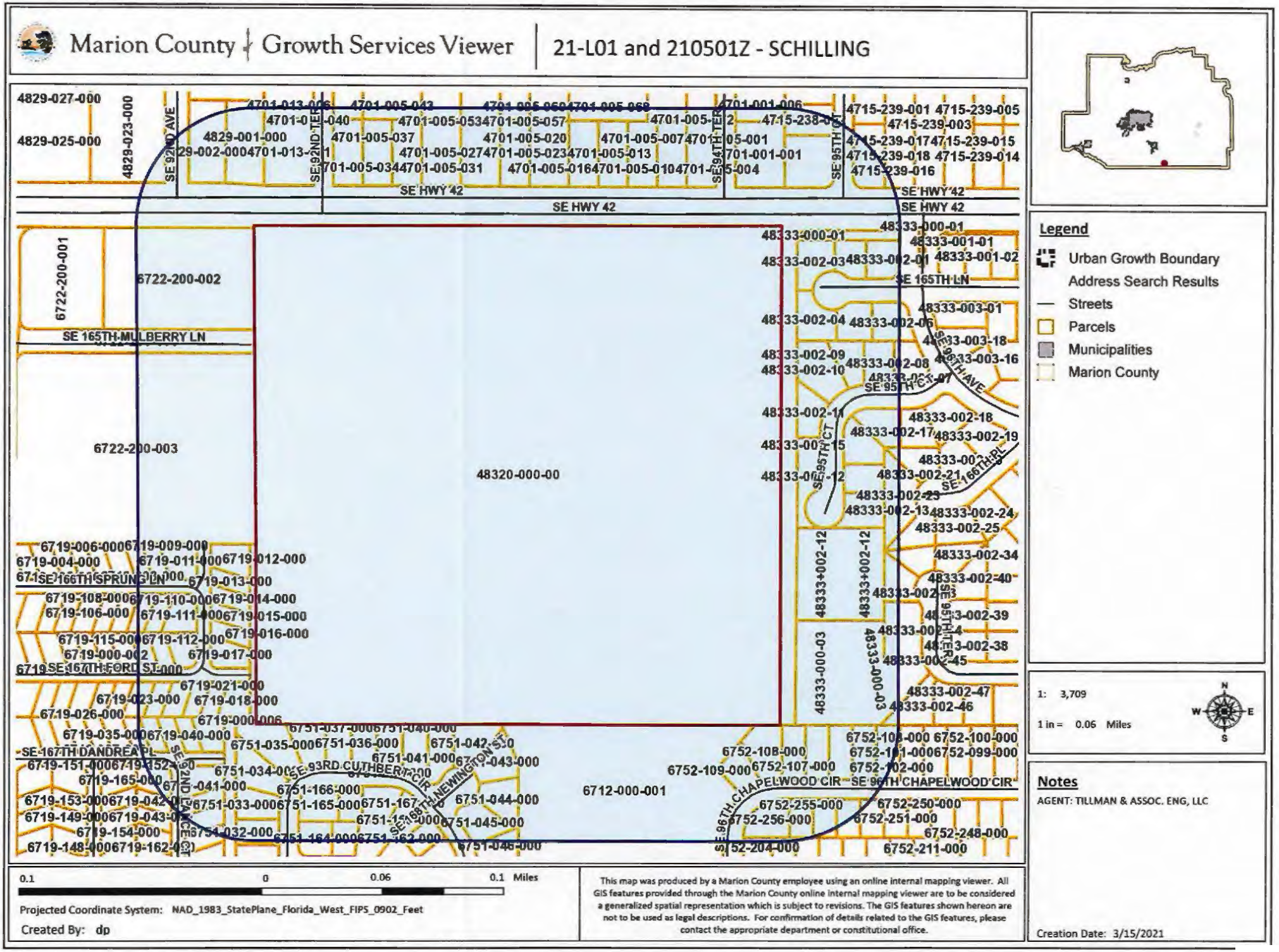
Well ____ **Centralized water** ✓ **Provider** Marion Utility Department

Septic ____ **Centralized sewer** ✓ **Provider** Marion Utility Department

PROVIDE DIRECTIONS TO THE SITE FROM THE GROWTH SERVICES BUILDING (2710 E. SILVER SPRINGS BLVD., OCALA):

US 441 S to CR42 turn right to subject property on left

TEXT AMENDMENTS: If applying for a text amendment, provide the proposed text amendment in an underline (new text) and strike-out (~~deleted text~~) format. The text amendment must include the appropriate citation for the amendment's location within the Comprehensive Plan (e.g., goal, objective, policy, map series, etc.) if amending an existing Plan item, or proposing a new item's location within the Plan. The text amendment must also be accompanied by data and analysis describing the purpose, intent, effect, and impact of the proposed text amendment.


Marion County | Growth Services Viewer
21-L01 and 210501Z - SCHILLING
SE HWY 42
SE 165TH LN
SE 165TH MULBERRY LN
SE 166TH SPRUNG LN
SE 167TH FORD ST
SE 167TH DANDREA PL
SE 96TH CHAPELWOOD CIR
48320-000-00
6722-200-002
6722-200-003
6712-000-001
Legend
Urban Growth Boundary
Address Search Results
Streets
Parcels
Municipalities
Marion County
1: 3,709
1 in = 0.06 Miles
Notes
AGENT: TILLMAN & ASSOC. ENG, LLC
0.1 0 0.06 0.1 Miles
Projected Coordinate System: NAD_1983_StatePlane_Florida_West_FIPS_0902_Feet
Created By: dp
This map was produced by a Marion County employee using an online internal mapping viewer. All GIS features provided through the Marion County online internal mapping viewer are to be considered a generalized spatial representation which is subject to revisions. The GIS features shown hereon are not to be used as legal descriptions. For confirmation of details related to the GIS features, please contact the appropriate department or constitutional office.
Creation Date: 3/15/2021

To Jeff Gold, Marion County Board of County Commissioners, Chairman
From: Don Deakin, The Villages Community Development District 4 Supervisor
Re: Marion County Parcel No. 48320-000-00

Dear Commissioner Gold,

Communications have recently been received from Marion County regarding requests for planning and zoning changes to Parcel No. 48320-000-00 to enable commercial and residential development on 40-acres, (known as the Schilling property), located on the south side of County Road 42, east of the VA Clinic and The Villages Mulberry Shopping Plaza.

I attended the Marion County Planning and Zoning Board's Public Hearing held on April 26, 2021, at the request of many residents in The Villages Community Development District 4, in order to gain a better understanding of the development proposal, issues and concerns of residents. It is my understanding that this issue will now be included on the Marion County Board of County Commissioners Agenda for the Public Hearing scheduled for May 18, 2021.

According to the proposal, commercial development will occupy approximately 13 acres of frontage along CR42, with the remaining 27 acres set aside for residential development. Although it appears that there is minimal concern regarding the commercial development, there are major concerns regarding the proposed residential development.

The development would indirectly affect all 10,000+ residents living in Community Development District 4 of The Villages and many other residents living in the area outside The Villages, (but in Marion County), in a variety of ways, not the least of which include significant traffic issues.

However, the proposed residential development would have a very direct impact on the residents living in homes bordering the 40-acres, including the Villages of Woodbury (bordering the Southside), Phillips Villas (Westside), and Hilltop Estates (Eastside, outside The Villages).

As both a resident and District Supervisor, I feel I would be remiss if I did not speak up and share several key issues of concern with you on behalf of myself the other residents:

COMPARISONS ON KEY ISSUES OF CONCERN:

Surrounding Community	Proposal
Individual Homes	324 Apartments
Privately owned	Rental Units
Single-family	Multi-Family
Age-restricted	Non-age-restricted
Children: No	Children: Yes
Lifestyle: Retired	Lifestyle: Working
1-story homes	16 total 2-story buildings, Or 9 total 3-story buildings
Middle-income Housing	Affordable(?) Housing
Buffer: Woods & Pasture with board fencing	Buffer: Wall? Landscaping?
Loss of mature Oak trees	Future of trees not guaranteed
Multiple access to CR42	Restricted access to CR42

COMPROMISE:
Therefore, I encourage you to require that the residential development be limited to age-restricted, single-family, privately owned, 1-story individual homes commensurate with the surrounding communities in the neighborhood.

Respectfully submitted,

Don

Don Deakin
District 4 Board of Supervisors, (CDD4), Supervisor & Past Chairman
Amenity Authority Committee, (AAC), Chairman & District 4 Representative
Email: DRDeakin@aol.com
Phone: (352) 750-5395

"Half of knowledge is knowing where to find it, . . .
The other half is knowing what to do with it when you do find it." --Don Deakin

To: Marion County Planning & Zoning Division
2710 E Silver Springs Blvd.,
Ocala, FL 34470
zoning@marionfl.org

Date: May 5, 2021

Agenda: May 18, 2021
40 Acre Parcel 48320-000-00
Land Use Agenda Item 21-L01 and
Zoning Agenda Item 210501Z

From: Fred Didden
16906 SE 93rd Cuthbert Cir
The Villages, FL 32162
Home Parcel# R6751-037-000
fdidden@verizon.net

I own a single family home located within 300 ft. immediately south and adjacent to the the subject 40 acre parcel. I strongly object to the change of use to EC (employment center) for the entire parcel and rezoning to multifamily 2 and 3 story apartments at all.

While the North borders on Hwy 42, this 40 acre property is bordered on the East, West and South by single family, one story homes. All three communities are age restricted. I feel the high density housing units proposed do not fit with the immediately surrounding neighborhood and will negatively impact:

* School loading in the area
* Traffic Congestion on Hwy 42
* Hospital Access
* Law Enforcement
* Emergency Services
    - Police
    - Fire
    - EMS
* Utility Services
    - Water & Sewer
    - Power
* The several retention ponds may negatively affect well water immediately east of the property.
* The proposed dog walk adjacent to one retention pond may be an environmental issue as well.

Please deny this change in land use and spot re-zoning request for incompatible housing. I much prefer that the use for the south part be residential and zoning remain as it is: like use, single family, single story homes. I would prefer age restricted as well. The front part adjacent to Hwy 42 could be changed to EC and commercial use, north / south boundary appx. 1/3 to 1/2 of the property TBD.

Thank you,
FDidden
Fred Didden

40-ACRE PROPOSED DEVELOPMENT

RE:
Marion County Parcel # 48320-000-00
Case: #210501Z
#21-L01

FROM:
Holly Didden
16906 SE 93rd Cuthbert Circle
The Villages FL 32162
Parcel #R6751-037-000

I live within 300 feet of the Schilling 40-Acre subject property and have been notified of its proposed zoning change. I am writing to formally and strongly state my opposition to the zoning changes and land use of this 40-acre property known as Marion County Parcel #48320-000-00.

This property is surrounded on all three (3) habitable sides by single family, one story, age restricted homes, which the Owners, the Schilling family, should be aware of, since they appear to have owned the 40-acres since 2004. Now, the Owners are seeking a rezoning, perhaps to facilitate a contingency sale to Watermark Residential which would allow them to construct 324-427 incompatible rental units in 2-story or 3-story 50-foot-high buildings, into which they plan to inject an incompatible non age restricted population using a minimal 30' vegetation buffer zone and no barrier wall.

This outrageous plan - which is difficult to respond to since it is actually only a non-binding conceptual rendering - is presented to convince the Marion County Board of County Commissioners to grant rezoning and thus open the door to high-density incompatible development in the midst of an established senior community.

This high-density incompatible development if approved, would create - and already has created - a relentless and inevitable clash of age-related conflicts leading to anger, confrontation, complaints, and frustration resulting in more calls for intervention from county personnel, police, sheriffs and EMS as tempers and patience continue to fray leading to very destructive implications to the physical and mental health of the senior population.

Most Seniors go to bed about the time younger people are just starting to crank up, which is about 9 or 10 pm. These non-compatible lifestyles, schedules and stages of life must be considered and honored. Many of the senior homes, like mine, are very close to the property line. Some are only about10-feet from the line, and 30-feet of vegetation next to multi-story buildings is no meaningful boundary at all.

People move to age-restricted communities by choice, leaving their established lives, families and neighborhoods within the general population in order to re-establish themselves among other seniors similarly motivated. People have moved to The Villages from all over the world for a reason.

In many cases those reasons center around the sense of safety, of being among your peers who understand the changes you are going through as you age, who are forgiving, and who provide an accepting accommodating environment for those natural changes to take place without the pressures to look, act and be younger than you are able to in order to fit in or be accepted.

Age-restricted communities like The Villages and Hilltop embrace aging with dignity, grace and all the FUN you can have with peers who also have chosen this lifestyle. They offer age- appropriate amenities in a well-controlled and supportive environment for their residents. **This is important**, because not many seniors are going to fight the traffic and trudging through sand to go to the beach. A lot of seniors don't feel comfortable wearing their bathing suit which might disclose aging debilities before a crowd of younger people. But they will go to the community pools to get some sun, to socialize, to feel like they belong, seeing others similarly marked with the signs of age.

Where people put their money reveals their hearts, their deepest needs and desires. The cumulative investment - financial, emotional, time, effort, planning, et al - of all the existing resident senior citizens negatively affected by this proposed zoning change far outweighs the investment at every level of the Schilling family owners. There is an almost endless choice of places to live without coming here unless you specifically need and desire this type of age-restricted supportive community environment for your present as well as future needs: financially, spiritually, emotionally, relationally.

This proposed development inures only to the benefit of the Owners and to overwhelming harm to the existing senior population, many of whom are non-mobile and would be very hard pressed to relocate. Even now, many are unable to respond to defend against this contentious rezoning and land use onslaught which is already placing unreasonably high-performance demands on aging and debilitated seniors many of whom are over 80, not computer literate and with all the concomitant advanced age-related issues which further make us easy prey in general society.

LIST OF RELEVANT ISSUES:

1. Increased Traffic:

I have heard County Road 42 will expand coast to coast, which alone will greatly increase traffic, yet the Owners want to introduce school buses, (as well as handicap student buses), stopping and blocking traffic multiple times per day in order to accommodate these burdensome changes.

I understand Marion County may be trying to co-opt the entrance/exit at Hilltop to accommodate a traffic light on CR42 or close the turn lane and require residents to make a right Turn only when exiting Hilltop, (even if they want to go left to the Mulberry Shopping Plaza). This would force Hilltop residents to go in the opposite direction and make dangerous U-turns on the 4-lane CR42, (with speed limits of 45 mph). Obviously, this would make it more difficult for these long time senior resident owners to come and go in safety; and disrespect their right to even exist there, by taking from them, in order to give to and facilitate the Owners' unnecessarily destructive plans.

2. Impact on Schools:

Over 300 non-age-restricted apartments will have a population of variable aged minors requiring busing; plus, the inevitable wave of visiting guests at all hours to these minors et al that will be in and out of the high-density apartment complex, will add even more to traffic congestion..

3. Impact on Law Enforcement:
Nuisance calls and traffic problems will increase the need for law enforcement personnel and equipment.

4. Impact on EMS Services:
The existing senior population has their own unique set of medical issues that must be accommodated, and ambulance calls are routine and frequent here. To add 324 to 900+ additional people in this high-density development who will have different emergency needs, will impact the ability of existing seniors to receive timely assistance and will lead to need for increased personnel, equipment, supplies and facilities to handle the extra medical demand.

5. Impact on Fire services:
Where is the 3-story fire ladder truck?

6. Insufficient Buffer Zone:
No barrier wall and only 30 ft of vegetation will not be enough noise and visual isolation.

7. Out-of-Kind Housing:
Inappropriate plans which put "out-of-kind" housing in place.

8. Zoning Incompatibility:
Does not consider surrounding neighborhoods regarding building height, age-restrictions, and stability of populations.

9. Noise and Encroachment Issues:
Children and Dog Park, unenforceable quiet hours of rental apartment dwellers

10. Insufficient amenities:
For projected population within new development leading to inevitable bleed over of high-density residents invading neighboring senior amenities

11. Lack of walls:
Necessary for security and buffering.

12. **Lack of established need:**
For this type, number, and size of dwellings

13. Impact on water and sewer management:

14. EPA Issues:
Proposed Dog Park adjacent to retention pond which I believe to be unlawful as per EPA standards due to contamination from feces of dogs flowing into pond and to well water table

15. Apparent Proposed Buyer:
Watermark, if it is the same as Watermark as in Lake Nona, builds luxury apartments offering 1/1 to 3/2 bedroom and bath apartments renting for $1445-$2213 as a baseline. Watermark could easily accommodate a like-kind age-restricted plan that fits into, instead of conflicts, with the current residential population in this area.

16. Seller's Business Names
Current Owners list SE Investment, Inc. in Florida as a business address on their Application for Rezoning yet that business address is listed online as Southeast Investments, Inc. Both of these businesses are listed as permanently closed on the internet, yet the website link takes you to The Ferber Company.

17. Out of State, Non-Resident Seller:
On their Application for Rezoning, the current owner lists various names and entities such as James R Schilling and Diane T Schilling **New Direction** IRA FBO, Richard J Schilling IRA all apparently based in Wisconsin and thus seeming to have no local concerns for existing population, nor for impact of their high-density plan.

18. Similarity of Seller' Business Name to Local Drug Live-in Facility:
There is a mental illness, drug and alcohol rehab live-in facility across the street on CR42 called **New Directions/Perspectives II.** Some residents are concerned that this very unstable, possibly dangerous, drug/alcohol/mentally impaired transient population could be funneled into some of these high-density apartments representing a further potential danger to our senior population and there would be no barrier to prohibit that very unstable influx.

19. Availability of Diverse Housing:
There is already more than adequate "diversity" of housing, (non-age-restricted, high-density, multi-family, rental apartments), either currently offered and/or approved to build throughout the Tri-County area such as off Hwy 441, CR466, CR466A, and HWY 301 (south of 466).

20. Wildlife:
This parcel hosts a wide variety of wildlife species such as the Great Horned Owl, and many other birds which may also be classed as protected in various ways.

21. Home Values:
A projected 20% decrease in our existing housing values is predicted by knowledgeable realtors if these destructive plans are approved.

WHY

MARION COUNTY ZONING CHANGE & LARGE SCALE COMPREHENSIVE LAND USE PLAN AMENDMENT FOR 40-ACRES 210501Z LOCATED ON CR42 ADJACENT TO HILLTOP ESTATES

SHOULD BE DEFEATED

1. *SPOT ZONING – Keep zoning with the surrounding age-restricted single-family homes.*

The "classic" definition of **spot zoning** is "the process of singling out a small parcel of land for a use classification totally different from that of the surrounding area for the benefit of the owner of such property and to the detriment of other owners. **324 new units would permit Owners to reap large benefits while dramatically hurting Hilltop Estates owners.**

2. *JEOPARDIZE SAFETY: FIRST RESPONDERS – Fire, Ambulance, Police, Hospital*

Proposed 324 new units – 1,000 additional persons – would overwhelm capability of First Responders. The Villages, Hilltop Estates and single families/homes would be at risk.

3. *CREATE UNSAFE TRAFFIC CONGESTION*

Hwy 42 is already very busy 24/7. Proposed 324 new units – likely will add daily traffic of additional 500 vehicles – would cause a dramatic increase in traffic tie ups. Currently few opportunities on Hwy 42 to make safe left hand turns.

4. *PUT CHILDREN's EDUCATION AT RISK:*

Proposed 324 all-age units will increase the student at local schools, requiring Marion County Schools to either increase class size or hiring additional staff.

5. ***UTILITIES OVERWHELMED***

Water, Sewer, Electricity unable to provide additional volume for 324 additional units. Air quality negatively impacted by more than 324 additional vehicles.

6. ***HEED PRECEDENT: PETITION DENIED***

5 years ago land Owners attempted to initiate a similar Zoning Change/Land Use plan. The proposal was defeated.

7. ***OBEY MARION COUNTY FUTURE LAND USE OBJECTIVES***

Preserve, protect and manage the County's valuable natural resources to insure that the integrity of these areas is sustained into the future.

A) Promote the conservation and preservation of natural resources:
324 additional units result in 40 acres lost.

B) Ensure adequate services and facilities to timely serve new and existing development:
324 additional units result in a drain on current resources.

C) Protect and enhance the public health, safety, and welfare:
324 additional units result in drain on current resources.

D) Protect private property rights:
324 additional units adjacent to Hilltop Estates result in owners negatively impacted by water concerns (wells), traffic, strain on schools and increased school taxes, and need for additional first responders which could also increase taxes.

4/20/2021

Soucey, Stephanie 21-L01-210501

From: Penny Gould <pennygould53@gmail.com>
Sent: Sunday, April 25, 2021 10:37 PM
To: Marion County Zoning
Subject: April 26 public hearing - agenda items 2.1 & 2.2

Dear members of the Marion County Planning and Zoning Commission,

I am writing in opposition to the proposed change in zoning of the 39.28 acres at 9494 SE Hwy 42 in Summerfield from largely commercial and agricultural to commercial along the front and nine apartment buildings in the back.

I live in Hilltop Estates, the 55+ community which borders the property on the east. We, along with residents of The Villages, which borders the property on the south and west, are very concerned about both the amount of additional traffic of a 342 unit apartment complex, and the impact multi-family dwellings with no age restrictions will have on our quality of life - and our property values.

There has even been a conversation with a representative of the county engineering department that suggests a stop light would be needed for access to and from the property, which would eliminate our access to a left turn west onto highway 42.

We have no objection to the property being sold and developed, the plans submitted for commercial use, or single family dwellings, preferably that are also deed restricted to 55+ ownership. But adding up to 1,000 more people of all age groups will have a devastating effect on all the homeowners and residents who are already there.

Please reject this request for a change of zoning in favor of one which accommodates single family instead of multiple story, multi-family dwellings.

Thank you for your attention and consideration,

Penny Gould
16683 SE 96th Avenue
Summerfield, FL 34491

Soucey, Stephanie 21-LO1 210502

From: Murphy Smayda <fairlady2009@rocketmail.com>
Sent: Sunday, April 25, 2021 1:56 PM
To: Marion County Zoning
Subject: Fwd: email and address.pdf
Attachments: email and address.pdf; ATT00001.htm

Sent from my iPhone

Begin forwarded message:

From: Michele <fairlady2009@rocketmail.com>
Date: April 25, 2021 at 12:28:57 PM EDT
To: zoning@marionfl.orh
Subject: email and address.pdf

To whom it may concern,
I am objecting to the rezoning and land use plan for the property at 9494 SE Hwy 42 Summerfield, Fl 34491. Parcel 48320-000-00.
I am a home owner in Hilltop Estates. Mary M Smayda 16646 SE 96th Court Summerfield, Fl 34491. Sec 27 Twp 17 Rge 23 Plat book x page 062 Blk B Lot 31.
The reasons are numerous but here are a few: traffic on 42 is terrible now...I can't imagine what it would be like with 1000 more residents... most households have 2 cars so that would be ab additional 2000 vehicles. Noise...I moved into a 55 plus community for the peace and quiet that is provided by the community. I moved here because I was surrounded by 55 plus communities and we have an HOA which helps keep our property values up. Our property values will go down if apartments are built so close. Aesthetically there are no 2 or 3 story homes within miles of the property. Nothing against children or pets but I don't want them roaming around my 55 plus community and that is what will happen if this rezoning takes place. The school bus situation will be disastrous with stopping traffic on Rt 42. Please consider our situation in Hilltop Estates...most of us bought here to finish out our lives in a peaceful 55 plus community.
Thank You,
Mary Smayda

Soucey, Stephanie

From: Mary Child's <marlisechilds@gmail.com>
Sent: Saturday, April 24, 2021 4:41 PM
To: Marion County Zoning
Subject: RE: 21-I01 / 2105012 (RE-ZONING ON C.R. 42 IN SUMMERFIELD, FL)

I would like to formally object to the re-zoning proposal for the above-referenced property as an adjacent property owner for several years. I have witnessed personally the growth and increase in traffic on County Road 42 making it dangerous and at times impossible to navigate. This re-zoning and the planned construction of 300-400 multi-family structures and commercial facilities would be devastating to the existing homeowners surrounding that area. I plan to attend the meeting to be held on April 26, 2021, at which time I would like to hear how the County is planning to deal with the many problems that will be incurred if the current plans for this property are instituted. A similar plan was instituted about 5 years ago and it was shot down as not being appropriate for this area. If anything the problems are worse for this current plan to succeed.

Bruce Henry
16633 SE 96th Court
Summerfield, Fl 34491

Soucey, Stephanie

From: Mary Child's <marlisechilds@gmail.com>
Sent: Saturday, April 24, 2021 4:29 PM
To: Marion County Zoning
Subject: RE: 21-L01 / 2105012 County Road 42 iin Summerfield, FL

I am hereby advising you in writing that I strongly oppose the requested zoning change being noticed by the very small signs posted in one spot along County Road 42 for the approximate 40 acres. I am opposing this change because of many obvious reasons (some of which were the cause of a previous defeat of a similar request about 5 years ago). I am currently residing on property located adjacent to the subject property and know first hand the dangerous, unsafe and unresolved traffic problems currently in existence at the subject location without adding 300 to 400 additional residential units and additional commercial. sites. In addition, the planned multiple family structures proposed are not conducive with other single family, over 55 residential properties surrounding this property. This property is not near schools or bus routes as well and there are no other facilities planned for children. I believe this would also put a strain on our water system, utilities and our police and fire responders. I will be attending the Planning and Zoning Committee meeting on April 26, 2021 at 5:30 pm. I hope you will be able to provide comments on the concerns I have raised.

Mary L. Childs,
16633 SE 96th Court
Summerfield, FL 34491

Soucey, Stephanie

From: Debbie Tiernan <jgt.dmt2005@rocketmail.com>
Sent: Saturday, April 24, 2021 12:00 PM
To: Marion County Zoning
Subject: Objection to zoning change

We are objecting to the zoning change proposal file #2021-2767, agenda 2.1., James and Diane Schilling. It would dramatically increase population, traffic & congestion.

James and Deborah Tiernan
16898 SE 96th Chapelwood Circle
The Villages, Fl 32162
Unit 52 Lot 98

Soucey, Stephanie

From: Gary And Loretta <the2mids@gmail.com>
Sent: Wednesday, April 21, 2021 10:21 AM
To: Marion County Zoning
Subject: Rezoning 21-L01. 210501Z

Outside 200'

We are residents of Hilltop Estates,a private property, deed restricted, age restricted 55 plus community. We own Lot B33 in Hilltop. Our address is 16668 SE 96th Ct, Summerfield Fl 34491.

We strongly OBJECT to rezoning request.

Our objections include it will not be age restricted and that is why we bought our property, along with traffic will pick up and having to possibly turn ONLY right out of subdivision. More school bus stops, and possible increase in taxes.

WE OBJECT!
Gary and Loretta Middleton
16668 SE 96th Ct
Summerfield, Fl 34491
217 473 8942

324 additional units result in a drain on current resources.

C) Protect and enhance the public health, safety, and welfare:

324 additional units result in drain on current resources.

D) Protect private property rights:

324 additional units adjacent to Hilltop Estates result in owners negatively impacted by water concerns (wells), traffic, strain on schools and increased school taxes, and need for additional first responders which could also increase taxes.

Respectfully,

Denise and Andrew Kresch
Parcel Number: Sec 27 TWP 17 RGE 23 PLAT BOOK X Page 062
Tax Account number: R48333-001-09
Hilltop Estates Block A Lot 9
16563 SE 96th Court
Summerfield, FL 34491
m: 808.866.7357
e: akresch1@gmail.com

Soucey, Stephanie

From: Marion County, FL website <noreply@marionfl.org>
Sent: Friday, April 23, 2021 2:01 PM
To: County Commissioners
Subject: *NEW SUBMISSION* Contact us - Commissioners

Follow Up Flag: Follow up
Flag Status: Completed

Contact us - Commissioners

Submission #: 894945
IP Address: 3.15.163.186
Submission Date: 04/23/2021 2:00
Survey Time: 13 minutes, 58 seconds

no name
no address

You have a new online form submission.
Note: all answers displaying "*****" are marked as sensitive and must be viewed after your login.

Email your comments, questions, and suggestions.

You can use this form to email your comments or notify us of any concerns which you may have. Please enter a valid email address where we may contact you. If you do not wish to be contacted via email, you may include your address and phone number in the comments area. Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, please do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Email address

admmls@aol.com

Comments

I am writing to you because I am concerned about a rezoning request: 21-L01 21001Z I have read the paper work on the request and am concerned over several items. First there will be a great increase in traffic on Hwy 42. This proposal calls for adding 324 multi-family living units. I may be premature but has a traffic study been completed? Another concerning factor is there is only one entrance and exit for the lower portion and one access to the upper commercial area.

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Thank you,
Marion County, FL

This is an automated message generated by the Vision Content Management System™. Please do not reply directly to this email.

Soucey, Stephanie 20-L01 / 210501Z

From: Anthony Cipriano <tonyc7145@yahoo.com>
Sent: Thursday, April 22, 2021 8:16 PM
To: Marion County Zoning
Subject: Zoning Change

Please keep the zoning area of the Watermark Residential Concept Plan unchanged for age restricted seniors 55 years and older. I live next to this proposed site In Hilltop Estates. My wife and I are in our 70's and are afraid of what could be with children and teenagers so close. We don't have a problem with proposed housing if it is only for age restricted adults.

Sincerely,

Outside 200'

Anthony M Cipriano
Hilltop Estates HOA
9637 Se 165th Lane
Summerfield, FL 34491

Soucey, Stephanie 21-L01/2105012

From: Ben Brown <ben@blbflight.com>
Sent: Thursday, April 22, 2021 8:04 PM
To: Marion County Zoning
Subject: Highway 42 Development

This email is to express our strong opposition to the proposed development plans on the 39 + acres on highway 42 in Summerfield..a zoned single family and commercial plot of land. Two and three story apartment buildings are not the right application for that lot. Traffic control, noise, a reduction of our land values, potential water supply issues and other factors are not conducive to this rezoning request.

Please do not allow this zone change..keep it as written years ago.

Benjamin Brown lot D11
Hilltop Estates
9671 SE 167 PL
Summerfield, FL 34591

Outside 200'

Soucey, Stephanie

From: Teresa <ktbug124@yahoo.com>
Sent: Wednesday, April 21, 2021 9:54 AM
To: Marion County Zoning
Subject: Rezoning 21-L01. 210501Z

within 300!

I am a resident of Hilltop Estates, a private property, deed restricted, age restricted 55 plus community. I own Lot B11 which is within 300 feet of proposed zoning change. My back yard property backs up to the proposed rezoning request property.

I strongly object to the proposed rezoning requests !!!!!!!

My concerns include this is a proposed no age restrictions property for 324 multi family residents. This whole area is surrounded by 55 plus residential areas. The idea of having 2-3 story residential units and commercial units will take away the peace and tranquility of the property I own.
A major increase in residents will increase traffic. Proposed talk is rerouting our traffic pattern from out of Hilltop to no longer be able to turn left on Rt 42. This means I would have to turn right then travel down 42 to make a U turn to go west on 42 Unless we allow an access road to the property in question. This will Be difficult with RVs.
Traffic pattern will be disrupted by more school bus stops to that area. A proposed access to Hilltop via a road to our first cul de sac adjacent to the property will open our private area to the public. This becomes a concern for more criminal acts and safety issues. Taxes may increase for school buses, first responders etc.

I do NOT support this rezoning request!!!

Teresa Daniels
16624 SE 95th Ct
Summerfield Florida
Lot B11

Sent from my iPhone

Soucey, Stephanie

From: RichandLinda Deming <rldeming1@gmail.com>
Sent: Wednesday, April 21, 2021 6:34 PM
To: Marion County Zoning
Subject: 21-L01 and 210501Z

zoning@marionfl.org

Re: 21-L01 & 210501Z - James R and Diane T Schilling, ET AL

Planning and Zoning Committee

First Public Hearing - 04/26/2021 @ 5:30 pm

From: Richard and Linda Deming Made 200'

16671 SE 92nd Stokes Ct

The Villages, Florida

Parcel Number – 6719-012-000

We have some concerns about the planned project. We knew that the land behind us and to our side would someday be developed. Our experience in The Villages has shown that new commercial areas were well landscaped and gave adjacent neighborhoods privacy and separation from the new buildings. In this case we don't know the owners. I do see on the documents that the developer is listed as Watermark Residential of Indiana. Their development work has produced some beautiful results. I hope that their involvement will mean similar results as those we have seen their web site.

So we have pros, cons and wishes.

Pros -

The Villages area is always in need of more employees.

New retail shops are a benefit for all local residents.

Full time residents are a plus to all local restaurants and stores.

Cons -

Our privacy will become greatly diminished.

Our property resale value will be reduced.

More residents mean more vehicles on the roads.

More residents mean more children in schools.

The stores will be busier.

Wishes -

Please leave the big oak trees along the property line.

Use the 3 story plan you describe for less personal impact. ie. 100 foot setback, buildings further back and toward the center of your property.

Please don't build right along the property line so that your residents look out their windows and stare directly into our homes.

Richard and Linda Deming

Marion County Planning & Zoning Division
2710 E Silver Springs Blvd.,
Ocala, FL 34470
zoning@marionfl.org

April 26, 2021

Land Use agenda item 21-L01 and
Zoning agenda item 210501Z

Fred Didden
16906 SE 93rd Cuthbert Cir
The Villages, FL 32162
Parcel# R6751-037-000
fdidden@verizon.net

My wife and I own a single family home located within 300ft. It located immediately south and adjacent to the the subject agenda land use and rezoning property. **I strongly object to the change of use** to EC (employment center) and rezoning to multifamily 2 and 3 story apartments. I much prefer that the zoning remain as like use, single family, single story homes.

While the North borders on Hwy 42, this 40 acre property is bordered on the East, West and South by single family, one story homes. All three communities are age restricted.

I feel the high density housing units proposed will negatively impact:
*Schools
*Hospitals
*Law Enforcement
*Traffic Congestion
*Emergency Services
- Police
- Fire
- EMS

*Utility Services
- Water & Sewer
- Power

Please deny this change in land use and spot re-zoning request.

Thank you,
FDidden
Fred Didden

M

Petition to object to zoning changes (~~210510Z~~). 210501Z & 21-L01

Marion County Planning and Zoning Division

2710 East Silver Springs Blvd., Ocala FL 34470

Petition summary & background To protect the assets, character, and quality of life in the County by following the County's Comprehensive Plan 2035. Please see

Action petitioned for attached partial list of concerns .

Printed Name	Signature	Address	Parcel #	Prop. Within 300 ft	Date
James D. Kanaley	James D. Kanaley	9672 SE 167th PL	R48333-002 B-55	Yes No (No)	4/22/21
JULIA KANALEY	Julia Kanaley	9672 SE 167th PL	R48333-002-B-55	No	4/22/21
JUDITH BIZET	Judith A. Bizet	9547 SE 165th LANE	R483330 003 B1	yes	04-23-21
Debbie Gilpatrick	Debbie Gilpatrick	9640 SE 165th Lane	R483330 003 C1	NO	4-23-21
Ronald Gould	Ronald L. Gould	16683 SE 96th Ave	R48333-002 B60	No	4-23-21
MARJORIE MURRAY	Marjorie Murray	9656 SE 167 Pl	R48333-002-53	NO	4/23/21
GEORGE F MURRAY	George F. Murray	9656 SE 167th PL	R48333-002-53	NO	4/23/21
SONIA RASO	Sonia Raso	9640 SE 167th P	R48333 002 B51	No	4/23/21
JACK RASO	Jack Raso	9640 SE 167TH PL	R48333 002 B51	NO	4/22/21
GLORIA PARADIS	Gloria Paradis	9616 S.E. 167 PL	~~R4713-184-001~~ R48333-002-48	NO	4-25-21
KEITH SCHMID	[illegible]	9615 SE 167 PL	R48333-002-38	NO	4/25/21
Bonnie Schmid	Bonnie Schmid	9615 SE 167th PL	R48333-002-38	NO	4/25/21

RB

Petition to object to zoning changes (~~210510Z~~). 210501Z #21-L01

Marion County Planning and Zoning Division

2710 East Silver Springs Blvd., Ocala FL 34470

Petition summary & background	To protect the assets, character, and quality of life in the County by following the County's Comprehensive Plan 2035. Please see attached partial list of concerns .
Action petitioned for	We, the undersigned, are concerned citizens who urge our leaders to act now to deny the request for zoning changes for 9494 SE HWY 42, Summerfield.

Printed Name	Signature	Address	Parcel #	Prop. Within 300 ft Yes No	Date
JACKIE W FILLMORE	Jackie W. Fillmore	16632 SE 96 CT Summerfield	~~R48333002~~ R48333-002-30	No	4-22-21
Caryline Fillmore	Caryline Fillmore	16632 SE 96th CT Summerfield	R48333-002 30	No	4-22-21
PAT TIMM	Pat Timm	16664 SE 97th Ct. Summerfield	48333-001 B61	NO	4-22-21
PAUL TIMM	Paul Timm	16664 SE 97th Ct Summerfield	48333001 B62	NO	4-22-21
Irene Marsh	Irene E. Marsh	16672 SE 97th Ct Summerfield	48333001 B62	No	4-22-21
Gary Marsh	Gary D Marsh	16672 SE 97th Ct Summerfield	48333-001 B61	No	4-22-21
Lucille Moniz	Lucille Moniz	9680 SE 167th PL Summerfield	48333-002 B56	No	4-22-21
MARIE BAYYAT	Marie Bayyat	16743 96th SE Summerfield	48333-003 B58	NO	4-22-21
Loree Jones	Loree Jones	9664 SE 167 PL Summerfield	48333 002 B54	NO	4-22-21
GEORGE F. MAXWELL	George F. Maxwell	9651 SE 167th PL Summerfield	48333002 D9	NO	4-22-21
CECELIA FORMISANO	Cecelia Formisano	9574 S.E 165th Lane Summerfield	48333-0003-01	NO	4-22-21
DOMINICK FORMISANO	Dominick Formisano	9574 S.E 165th Lane Summerfield	48333-0003-01	No	4-22-21

Acc 41

Petition to object to zoning changes (210518Z). # 21-201

Marion County Planning and Zoning Division

2710 East Silver Springs Blvd., Ocala FL 34470

Petition summary & background To protect the assets, character, and quality of life in the County by following the County's Comprehensive Plan 2035. Please see attached partial list of concerns .

Action petitioned for

Printed Name	Signature	Address	Parcel #	Prop. Within Yes No	300 ft Date
RALPH CLEMONS	Ralph Clemons	SUMMERFIELD, FL. 34491 9529 SE 165TH LANE	R48333-002 1 03	Yes	
Marilyn McCoy	Marilyn McCoy	SUMMERFIELD FLA 16635 SE 95 Ct.	R48333-002-15	yes	yes 4/22/21
TERRY McCoy	Terry McCoy	SUMMERFIELD FLA, 16635 SE 95 Ct	R48333-002-15	yes	yes 4-22-21
BARBARA Spiller	Barbara Spiller	SUMMERFIELD FLA, 16571 SE 95th COURT	R48333-002 B16	yes	yes 4-22-21
Ralph Spiller	Ralph Spiller	165 SE 95th Ct SUMMERFIELD FLA	R48333-002 B16	yes	Yes 4/22/21
LINDA McMANUS	Linda McManus	9568 SE 166th Pl Summerfield FL 34491	R48333-002-23	yes	yes 4/22/21
BARBARA BURNETT	Barbara Burnett	7574 SE 166th Summerfield FLORIDA	R48333-002 B26	~~Yes~~ No	No 4/22/21
Andrew ELY	Andrew Ely	9610 SE 166th Place Summerfield FL 34491	R48333-002 B28	No	No 4/22/21
Catherine Rebilas	Catherine Rebilas	16649 SE 96 CT SUMMERFIELD FL	R48333-002 B03	No	No 4/22/21
MANUS	Linda Manus	16667 SE 96th CT	R48333-002 D-5	No	4/23/21
Rosalie McCallum	Rosalie McCallum	Summerfield 9588 SE 165th Ln.	R48333-0003-02	No	4/23/21
Saundra Andrus	Saundra Andrus	Summerfield 9630 SE 165th Lane	48333-003-LOT C3+4	No	

PB

210501Z & 21-201

Petition to object to zoning changes (~~210510Z~~).
Marion County Planning and Zoning Division

5:30 MON. 2710 East Silver Springs Blvd., Ocala FL 34470

Petition summary & background To protect the assets, character, and quality of life in the County by following the County's Comprehensive Plan 2035. Please see

Action petitioned for attached partial list of concerns .

Printed Name	Signature	Address	Parcel #	Prop. Within Yes	No	300 ft Date
Pauline Keple	Pauline Keple	Summerfield, FL 16565 - SE 96th Ave	~~48333.003~~ 48333.003 16		no	4/22/21
William Keple	[illegible] Keple	SUMMERFIELD FL 16565 SE 96th Ave	48333 002 16		no	4/22/21
Berni St George	[illegible]	16563 SE 96th Summerfield Fl	48333003 C17		no	4-22/21
Annette St George	Annette St George	16563 SE 96th Ave Summerfield Fl.	48333003 C17		no	4-22-21
Ernest Andrus	Ernest Andrus	9630 S.E. 165 LANE Summerfield	48333 003 C-3 C4 02		no	4-22-21
Jerry Dufresne	Jerry Dufresne	16566 SE 96th CT Summerfield Fl 34491	483 330-002 C8		No	4-22-21
Betty Lewandowski	Betty Lewandowski	16582 SE 96th CT Summerfield, Fl 34491	483330002 C9		NO	4-22-21
John Lewandowski	John Lewandowski	16582 SE 96th CT Summerfield, Fl 34491	48333 0N C9 002		NO	4-22-21
Debra E Emmerson	Debra E. Emmerson	16651 SE 97th CT Summerfield FL 34491	R48333001 A15		No	4-22-21
Lois Shank	Lois Shank	16613 SE 96th Ave Summerfield	R48333-003 C-10		No	4-22-21
Bill Shank	Bill Shank	16613 SE 96th Ave Summerfield	R48333-003 C-10		No	4-22-21
Theresa Parise	Theresa Parise	16681 SE 96th Ct. Summerfield	R48333001 D-6		No	4-22-21

Px

Petition to object to zoning changes (~~210510Z~~). 210501Z & 21-601

Marion County Planning and Zoning Division

2710 East Silver Springs Blvd., Ocala FL 34470

Petition summary & background To protect the assets, character, and quality of life in the County by following the County's Comprehensive Plan 2035. Please see

Action petitioned for attached partial list of concerns .

Printed Name	Signature	Address	Parcel #	Prop. Within 300 ft	Date
TINA Bell	Bettina A Bell	9573 SE 165th LN	R48333- lot A1	Yes No	4/21/21
NA Sandra Miller	Sandra Miller	16717 SE 95th tev		NO	4/25/21
PATRICK STEFANO	Patrick P Stefano	9589 SE 165TH LN.	R48333- LOT 003	~~Yes~~ No	4-21-21
Betty Henderson	Betty M Henderson	9619 SE 165th Lane	R48333-004 Lot A-4	~~Yes~~ NO	4-21-21
Henry RODRIGUEZ	[illegible]	16655 95th ct	R48333- Lot B12	~~Yes~~ No	4 21 21
Robert Van Horn	Robert L Van Horn	16640 SE 95th Ct	R48333- 002 B12	YES ~~Yes~~ ~~No~~	4/22/21
Lana VanHorn	Lana VanHorn	16640 SE 95th Ct	R48333- 002 B12	yes	4/22/21
Judy HAZARD	Judy Hazard	16561 SE 95th Ct	R48333 B17	yes	4/22/21
SUE HANNA	Sue Hanna	9575 SE 166th Place	R48333- B20	yes	4/22/21
Trudy Ward	Trudy Ward	9567 SE 166th Place	R48333- B23	yes	4/22/21
Jim Spence	Spence	9551 SE 166th PLACE	R48333 B23	yes	4/22/21
Gary McConnell	Gary McConnell	9552 SE 166th Pl.	R48333 B24	yes	4-20/21

Petition to object to zoning changes (~~210510Z~~). 210512 #21-20

Marion County Planning and Zoning Division

2710 East Silver Springs Blvd., Ocala FL 34470

Petition summary & background	To protect the assets, character, and quality of life in the County by following the County's Comprehensive Plan 2035. Please see attached partial list of concerns .
Action petitioned for	We, the undersigned, are concerned citizens who urge our leaders to act now to deny the request for zoning changes for 9494 SE HWY 42, Summerfield.

Printed Name	Signature	Address	Parcel #	Prop. Within 300 ft	Date
Rick Reynolds	Rick Reynolds	16551 SE 96TH, Summerfield, FL	R48333-002 18	Yes No No	4/22/21
Charlotte Stefano	Charlotte Stefano	9589 SE 165 Summerfield Lane	R4833-002 03	No	4-22-21
Teresa Ruiz	Teresa Ruiz	16611 SE 96th Ct Summerfield	48333 002 13	NO	4-22-21
JoAnn Miller	JoAnn Miller	16619 SE 96th Ct Summerfield	48333 002 A 13	NO	4-22-21
Joanne Lounsbury	Joanne H. Lounsbury	16633 SE 96th Ave.	48333002 A 14	No	4-22-21
Carole Goggin	Carole Goggin	16671 SE 97th Ct Summerfield	48333-002 A 17	no	4.22.21
Chris Dehn		16754 SE. 97th Ct Summerfield	48333002 367	NO	4-22-21
Paula DellaRocco	Paula DellaRocco	16723 SE 96th Ct.	48333-004-08	NO	4.22.21
Dorothy Cross	Cross	16627 SE 96TH CT	48333 001 D-1	NO	4-22-2021
Dawn Johnson	Dawn Johnson	16701 SE 96th Ave	48333 003 B59	No	4-22-21
Allen Johnson	Allen Johnson	16701 SE 96th Ave	48333003 B59	no	4-22-21
c/o AYNE MARTIN	MA Joanne Martin	16749 SE 96th Ave Summerfield	48333 03 B57	NO	4/22/21

SBR

Petition to object to zoning changes (~~210510Z~~). 210501Z # 21-201

Marion County Planning and Zoning Division

2710 East Silver Springs Blvd., Ocala FL 34470

Petition summary & background	To protect the assets, character, and quality of life in the County by following the County's Comprehensive Plan 2035. Please see attached partial list of concerns .
Action petitioned for	We, the undersigned, are concerned citizens who urge our leaders to act now to deny the request for zoning changes for 9494 SE HWY 42, Summerfield.

Printed Name	Signature	Address	Parcel #	Prop. Within 300 ft	Date
ROBERT RIEDEL	Robert Riedel	16669 S.E. 95TH TER., SUMMERFIELD	R48333-002-41	Yes No NO	4-21-21
Kathleen Riedel	Kathleen Riedel	16669 SE95th Terr Summerfield	R48333-002-41	NO	4-21-21
James Parks	James K. Parks	16681 SE 95 Ter Summerfield	R48333-002-40	NO	4/21/21
Loretta Parks	Loretta M Parks	16681 SE 95 Ter Summerfield	R48333-002-40	NO	4/21/21
PAUL FLORAMO	PAUL FLORAMO	16718 SE 95 Ter Summerfield	R48333-002-44	Yes	4/21/21
DORI ANNE FLORAMO	DORI ANNE FLORAMO	16718 SE 95 Ter Summerfield	R48333-002-44	YES	4/21/21
BARBARA SVOBODA	Barbara Svoboda-PERS.REP	16682 S.E. 95 TER, SUMMERFIELD	R48333-002-43	YES	4-21-21
Gretchen Berge	Gretchen L Berge	16645 SE 95th CT Summerfield	R48333-002-14	YES	4-21-21
DAVID A BERGE	David A. Berge	16645 SE 95th CT. Summerfield	R48333-002-14	YES	4-21-21
PATRICIA A BREWBAKER	Patricia Brewbaker	16569 SE 96 Ave Summerfield	R48333-003-15	NO	4-22-21
John C. BREWBAKER	John C. Brewbaker	16569 SE 96 Ave SUMMERFIELD	R48333-003-15	NO	4-22-21
MARTHA C DIRLA	Martha C Dirla	16665 SE 97th CT SUMMERFIELD	R48333-001-A-16	NO	4-22-21

B03

Petition to object to zoning changes (~~210510Z~~). 210501Z, 4-21-201

Marion County Planning and Zoning Division

2710 East Silver Springs Blvd., Ocala FL 34470

Petition summary & background To protect the assets, character, and quality of life in the County by following the County's Comprehensive Plan 2035. Please see

Action petitioned for attached partial list of concerns .

Printed Name	Signature	Address	Parcel #	Prop. Within 300 ft. Yes No	Date
John Swartz	John C. Swartz	16744 SE 96th Ave. Summerfield, FL 34491	R48333-004-12	NO	4-22-21
LARRY BARNHISER	Larry Barnhiser	16673 S.E. 97th CT SUMMERFIELD, FL 34491	R48333-001-18	NO	4-22-21
Nancy Barnhiser	Nancy Barnhiser	16673 SE 97th Ct Summerfield	R48333-001-18	No	4-22-21
STEVE HEARNE	Steve Hearne	16742 SE 97TH CT. SUMMERFIELD FL 34491	R48333-002-B65	No	4-22-21
Helen Hearne	Helen Hearne	16742 SE 97TH CT SUMMERFIELD FL 34491	R48333-002-B65	NO	4-22-21
Janice Larocque	Janice Larocque	9586 SE 166th Pl Summerfield	R48333-002-B27	No	4-22-21
KENNETH LAROCQUE	Kenneth Larocque	9586 SE 166TH Summerfield	R48333-002-B27	No	4-22-21
✓ THERESA ROLFE	Theresa Rolfe	16722 SE 95th Terrace Summerfield FL 34491	R48333-002-45	YES	4-22-21
✓ ROLAND R ROLFE	Roland R Rolfe	16722 SE 95th Terrace Summerfield FL 34491	R48333-002-45	YES	4-22-21
✓ JOSEPH RADVANSKY	Joseph Radvansky	9528 SE 165 LANE SUMMERFIELD FL 34491	R48333-002-B4	YES	4-23-21
ROSEMARY SUMMERSCHUH	Rosemary Summerschuh	16562 SE 96th CT. SUMMERFIELD FL 34491	FILE# 20-271 R48333-002-C4	NO	4-23-21
Michael Summerschuh	Michael Summerschuh	16562 SE 96th Ct Summerfield, FL 34491	FILE# 20-271 R48333-002-C4	NO	4-23-21

Petition to object to zoning changes (~~210510Z~~). 210501Z #21-201

Marion County Planning and Zoning Division

2710 East Silver Springs Blvd., Ocala FL 34470

Petition summary & background	To protect the assets, character, and quality of life in the County by following the County's Comprehensive Plan 2035. Please see attached partial list of concerns .
Action petitioned for	We, the undersigned, are concerned citizens who urge our leaders to act now to deny the request for zoning changes for 9494 SE HWY 42, Summerfield.

Printed Name	Signature	Address	Parcel #	Prop. Within 300 ft	Date
James Stuber	James W Stuber	9650 SE 165 Summerfield Lane	R48833-002 C-6	~~Yes~~ No	4-23-21
Patricia Sammit	Patricia Sammit	16583 SE 96 Ct Summerfield	R48333-001-R11	NO	4-23-21
Benjamin Beaver	Benjamin Beaver	9621 SE 167 Pl. Summerfield	R48333 002 D11	NO	4-23-21
Linda Brown	Linda Brown	9671 SE 167th Pl Summerfield	R48333 002 D11	NO	4-23-21
Dona Moss	Dona Moss	9648 SE. 167th Pl Summerfield	R48333-002-D-21	No	4-23-21
Virginia Barthlow	Virginia Barthlow	9623 SE 167th Pl Summerfield, FL 34491	48333-002 39B		
Bruce Henry	Bruce Henry	16633 96th Ct.	048333-004-02	No	4-25-21
Peggy A Lyp	Peggy A Lyp	9553 SE 166th Place Summerfield FL		NO	4-25-21
Dorothy	D. McConnell	9552 SE 166th Pl		NO	4-25-21

Petition to object to zoning changes (~~210510Z~~). 210501Z & 21-601

Marion County Planning and Zoning Division

2710 East Silver Springs Blvd., Ocala FL 34470

Petition summary & background	To protect the assets, character, and quality of life in the County by following the County's Comprehensive Plan 2035. Please see attached partial list of concerns .
Action petitioned for	We, the undersigned, are concerned citizens who urge our leaders to act now to deny the request for zoning changes for 9494 SE HWY 42, Summerfield.

Printed Name	Signature	Address	Parcel #	Prop. Within 300 ft	Date
John Zimbardi	John Zimbardi	16715 SE 96 Ct Summerfield	48333-002 DT	Yes No No	4-23-21
Fay Zimbardi	Fay Zimbardi	16715 SE 96 Ct Summerfield	48333-002 DT	No	4.23.21
~~Robert Simpson~~					
Robert Simpson	Robert Simpson	16658 SE 96 Ct Summerfield	48337-002 B35	No	4-23-21

Petition to object to zoning changes ~~(210510Z)~~. 210502Z & 21-201

Marion County Planning and Zoning Division

2710 East Silver Springs Blvd., Ocala FL 34470

Petition summary & background To protect the assets, character, and quality of life in the County by following the County's Comprehensive Plan 2035. Please see attached partial list of concerns .

Action petitioned for

Printed Name	Signature	Address	Parcel #	Prop. Within 300 ft	Date
Traficante Elizabeth K.	Traficante Elizabeth K.	SUMMERFIELD, FL 34491 16666 SE 96th CT	R48333-004 332	Yes No ND	4-22-2021
			R48333-		
			R48333-		
			R48333-		
			R48333-		
			R48333-		
			R48333		
			R48333		
			R48333		

Soucey, Stephanie

From: Marion County Web Administrator
Sent: Friday, April 23, 2021 4:44 PM
To: Soucey, Stephanie
Subject: FW: Feedback for Marion County, FL

The email below was received for your department. Can you please reply?

Thanks,

From: noreply@marionfl.org <noreply@marionfl.org>
Sent: Thursday, April 22, 2021 4:05 PM
To: Marion County Web Administrator <WebAdmin@marioncountyfl.org>
Subject: Feedback for Marion County, FL no name / no address

You have received this feedback from Linda Rudolph < lotus524@gmail.com > for the following page:

https://www.marionfl.org/government/departments-facilities-offices/growth-services/planning-zoning

I am very much opposed to changing the Zoning for 21L01: 210501z

Soucey, Stephanie

From: Genevieve B Harbowy <roygenny@embarqmail.com>
Sent: Friday, April 23, 2021 11:21 AM
To: Marion County Zoning
Subject: Agenda # 2.1 and 2.2 April 26,2021 5:30PM

Within 600'

Dear Sirs,
My name is Mrs Genevieve Harbowy. I live at 16898 SE 93rd Cuthbert Circle, UL#M51.39.
I strongly object to the proposed zoning change to 21-L01 and 210501Z. The surrounding areas are for age-restricted single family homes and must be kept that way.
Putting in 2 or 3 story non age-restricted housing would greatly increase traffic, possibly increase our school taxes and depreciate nearby property values.
The proposed vegetation barrier would pose a security problem to my property which is only 10 feet from the adjacent property in question.
This security problem would be due to the lack of substantial barriers since there would be open access from any commercial or residential development.
If apartment housing were to be installed, provisions would have to be made to address future need for on site charging stations for electric vehicles.
In summary, I respectfully submit my strenuous objection to the proposed zoning change to this property.
Mrs.Genevieve Harbowy

Sent from my iPad

21-L01
210501Z

April 13th, 2021

Richard W. Pearce
9440 SE 164th Place
Summerfield, Florida 34491
Rpearce777@hotmail.com

Marion County Planning & Zoning Division
2710 E. Silver Springs Blvd.
Ocala, Florida 34470
zoning@marionfl.org

Re: Zoning Parcel: 48320-000-00 (1st Meeting April 26, 2021)

Dear Sir,

I'm **objecting to the zoning change** of use for the **parcel 48320-000-00, located at 9494 SE Hwy 42, Summerfield, Fl.**

Established residents in Marion County have never welcomed the over-glut of new developed housing in the area. This is especially true in the "Villages" area, which has developed into an area governed by an "unelected assembly" that imposes rules and regulations on their region and also indirectly on the surrounding locale. These larger developments are often not executed as planned, with many projects being vacant for years, which thus affects the overall values the local community.

The local community has a 'goodwill' value in its attractiveness, in that the housing in the area isn't of the 'cookie-cutter' planned variety and businesses are small and locally-owned. This value would be appreciably be diminished by adding more of the same type of development to the area. ***Irrelevant to my opposition, I note that Bill Gates is now the largest farmland owner in the USA. The most profitable future use of the parcel would be agricultural. There will be a global food shortage in 2021. A number sof NGO's openly state this and planning for it. The owners of the property are planning a pro-forma model that has worked in the recent past, which has no real bearing on what may work in the future.***

The planned re-zoning will cause more of the type of same horrendous changes that have been forced on the local residents by other large development entities, such as the "Villages". Long-time residents in this area of Marion County have been fervently opposed to such development. These were all changes that we couldn't make any objection to.

Rezoning the Parcel: 48320-000-00, would negatively affect the community standards & property values and mainly benefit the developers (only a benefit for them assuming their Pro Forma is correct, which I think it isn't, regardless).

Sincerely,

Richard W. Pearce

Soucey, Stephanie 21-L01/210501Z

From: CurrieConnie TibbettsMayo <tibmayo@yahoo.com>
Sent: Thursday, April 22, 2021 5:31 PM
To: Marion County Zoning
Subject: Zoning change

outside 300'

We, 2 in this house, object to the change to zoning and land use plan amendment for 40 acres located on CR42. Frank C. Tibbetts and Constance E. Mayo, 9584 S.E. 168 Maplesong Lane, The Villages,Fl.32162 (Woodbury) (Legal Description:6752145-000.

Soucey, Stephanie

21-L01 / 2105012

From: Marion County Growth Services
Sent: Friday, April 23, 2021 1:39 PM
To: Pocock, Darlene; Soucey, Stephanie
Subject: FW: *NEW SUBMISSION* Contact us - Growth Services

Good afternoon,

I think this is one of yall's emails.

Thank you

From: Marion County, FL website <noreply@marionfl.org>
Sent: Friday, April 23, 2021 11:12 AM
To: Marion County Growth Services <GrowthServices@marionfl.org>
Subject: *NEW SUBMISSION* Contact us - Growth Services

Contact us - Growth Services

Submission #:	894546
IP Address:	98.244.233.146
Submission Date:	04/23/2021 11:11
Survey Time:	3 minutes, 46 seconds

You have a new online form submission.
Note: all answers displaying "*****" are marked as sensitive and must be viewed after your login.

Email your comments, questions, and suggestions.

You can use this form to email your comments or notify us of any concerns which you may have. Please enter a valid email address where we may contact you. If you do not wish to be contacted via email, you may include your address and phone number in the comments area. Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, please do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Email address

suelarry4437@yahoo.com no name

Comments no address

I am very opposed to the proposed zoning change to property on 42 west in Summerfield. (parcel 48320-00) I think that is the number. I live in Hilltop Estates, this change will affect our lives and property values. Sue Hanna

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Soucey, Stephanie 21-L01 / 210501Z

From: Donald <DHebert260@aol.com>
Sent: Friday, April 23, 2021 3:40 PM
To: Marion County Zoning
Subject: Re-zoning of 40 acres of commercial property on CR 42

I am strictly opposed to any proposed changes to the zoning of 40 acres of commercial property located on CR 42.

Sent from my iPad

Outside 300'

Soucey, Stephanie 21-L01 210512

From: Annette Crespi <abcrespi@gmail.com>
Sent: Sunday, April 25, 2021 5:16 PM
To: Marion County Zoning
Subject: PARCEL 48320-000-00

Inside 300

To whom it may concern;

I **oppose** the rezoning of PARCEL 48320-000-00.

My property is within 300 feet of the subject property.

Sincerely,

Annette B. Crespi

16918 SE 93rd Cuthbert Circle
The Villages, FL 32162

abcrespi@gmail.com
(267) 566-2774

Soucey, Stephanie 21-LO 2105012

From: Richard K Kornicki <thekornick@gmail.com>
Sent: Sunday, April 25, 2021 6:30 PM
To: Marion County Zoning
Subject: ZONING CHANGE PARCEL #48320-000-00

To whom it may concern;

I am strongly opposed to this zoning change. The whole area is age restricted or single family homes. This would be like putting a small town in the middle of it all. Traffic is a concern on CR42. A realtor has informed me that it would depreciate my property by 10-15%.

My property is within 300 feet of the proposed rezoning. Inside 300'

Hoping for a positive outcome,

Richard Kornicki
16918 SE 93rd Cuthbert Circle
The Villages, FL 32162

(267) 229-0305
thekornick@gmail.comj

Soucey, Stephanie 21-L01-210501Z

From: Tammy White <tammys622@yahoo.com>
Sent: Monday, April 26, 2021 2:36 AM
To: Marion County Zoning
Subject: Do Not Approve Re-Zoning
Attachments: IMG_9748.PNG; IMG_9749.PNG

Inside City

I live in Hilltop Estates at 16600 SE 95th Ct, Summerfield FL 34491 please DO NOT approve this rezoning. I live within 300 ft of the property line. I have attached the notice we received.

Blessings,
Tamra White

Soucey, Stephanie

From: andrew kresch <akresch1@gmail.com>
Sent: Friday, April 23, 2021 2:54 PM
To: Marion County Zoning; andrew kresch; Denise Kresch; DARiedel86@yahoo.com
Subject: Object to zoning changes (210501Z). Marion County Planning and Zoning Division
Attachments: WAR II.doc

Thank you Stephanie,

Object to zoning changes (210501Z).

Marion County Planning and Zoning Division

Denise and Andrew Kresch are concerned citizens who urge our leaders to act now to deny the request for zoning changes for 9494 SE HWY 42, Summerfield.

WHY

MARION COUNTY ZONING CHANGE &
LARGE SCALE COMPREHENSIVE LAND USE PLAN
AMENDMENT FOR 40-ACRES 210501Z
LOCATED ON CR42 ADJACENT TO HILLTOP ESTATES

SHOULD BE DEFEATED

1. *SPOT ZONING – Keep Zoning With The Surrounding Age-Restricted Single-Family Homes*

The "classic" definition of spot zoning is "the process of singling out a small parcel of land for a use classification totally different from that of the surrounding area for the benefit of the owner of such property and to the detriment of other owners. **324 new units would permit Owners to reap large benefits while dramatically hurting Hilltop Estates owners.**

2. *JEOPARDIZE SAFETY: FIRST RESPONDERS Fire, Ambulance, Police, Hospital*

Proposed 324 new units – 1,000 additional persons – would overwhelm capability of First Responders. The Villages, Hilltop Estates and single families/homes would be at risk.

3. ***CREATE UNSAFE TRAFFIC CONGESTION***

Hwy 42 is already very busy 24/7. Proposed 324 new units – likely will add daily traffic of additional 500 vehicles – would cause a dramatic increase in traffic tie ups. Currently few opportunities on Hwy 42 to make safe left hand turns.

4. ***PUT CHILDREN's EDUCATION AT RISK:***

Proposed 324 all-age units will increase the student at local schools, requiring Marion County Schools to either increase class size or hiring additional staff.

5. ***UTILITIES OVERWHELMED***

Water, Sewer, Electricity unable to provide additional volume for 324 additional units. Air quality negatively impacted by more than 324 additional vehicles.

6. ***HEED PRECEDENT: PETITION DENIED***

5 years ago land Owners attempted to initiate a similar Zoning Change/Land Use plan. The proposal was defeated.

7. ***OBEY MARION COUNTY FUTURE LAND USE OBJECTIVES***

Preserve, protect and manage the County's valuable natural resources to insure that the integrity of these areas is sustained into the future.

A) Promote the conservation and preservation of natural resources:

324 additional units result in 40 acres lost.

B) Ensure adequate services and facilities to timely serve new and existing development:

Marion County

Board of County Commissioners

Agenda Item

File No.: 2021-3056 **Agenda Date:** 5/18/2021 **Agenda No.:** 15.3.9.

SUBJECT:
210501Z - James and Diane Schilling, ET AL, A-1 and P-MH to PUD, 39.28 Acres

INITIATOR:
Mary Elizabeth Burgess, Director

DEPARTMENT:
Growth Services

DESCRIPTION/BACKGROUND:
210501Z - James R. and Diane T. Schilling, New Direction IRA FBO, and Richard J. Schilling IRA, 7524 N. Chief Lake Road, Hayward, WI 54843, request a Zoning Change, Articles 2 and 4, of the Marion County Land Development Code, from A-1 (General Agriculture) and PMH (Mobile Home Park), to PUD (Planned Unit Development) for the intended use of Multi-Family and Commercial development, on approximately 39.28 Acres, on Parcel Account Number 48320-000-00. (With 21-L01)

BUDGET/IMPACT:
None

RECOMMENDED ACTION:
Staff recommends Approval with Development Conditions; P&Z Commission recommends Denial

MARION COUNTY GROWTH SERVICES

5/4/2021 | **P&Z: 4/26/2021 TENTATIVE BCC: 7/20/2021**

Item Number
20210501Z

Type of Application
Rezoning

Request
From: A-1 (General Agriculture) and P-MH (Mobile Home Park)
To: PUD (Planned Unit Development)

Concurrent Comp Plan FLUM Amendment:
Employment Center (CPA 2021-L01)

Development Agreement:
OR Bk/Pg: 3450/484-487

Owner:
J.R. & D.T. Schilling & New Direction IRA

Applicant(s):
David Tillman, Tillman & Associates Engineering

Parcel #/Acreage
48320-000-00 / ±39.28 AC

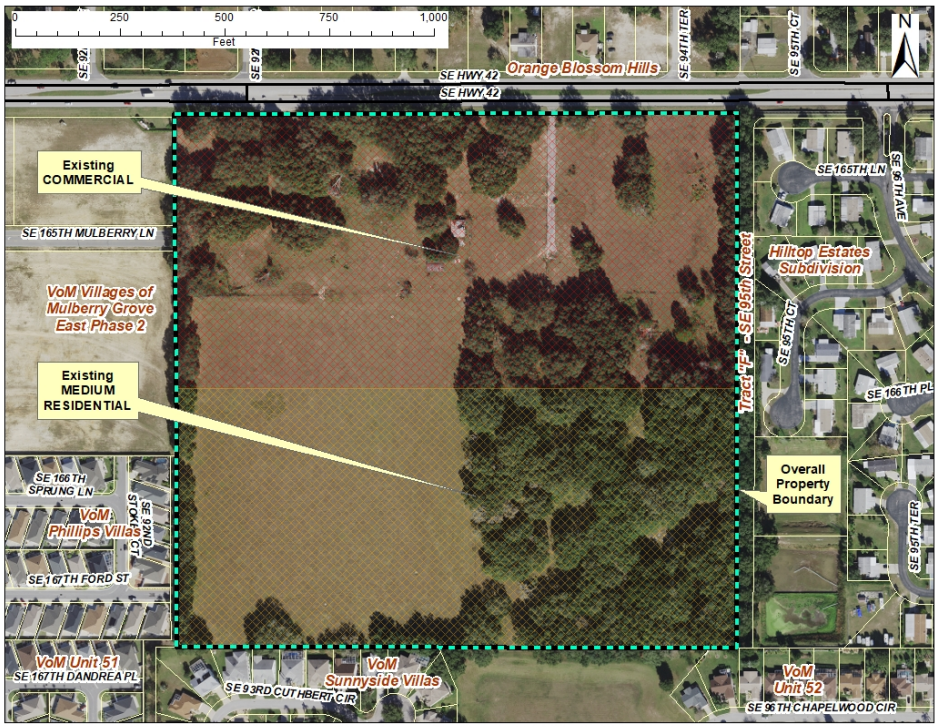
Location: 9494 SE Hwy 42, south side of SE Hwy 42, ±1/2 mile west of S. US Hwy 441.

Staff Recommendation:
Approval with Development Conditions

P&Z Recommendation:
DENIAL (Vote 3 to 2)

Project Planner
Christopher Rison, Senior Planner

Code Enforcement Action: None



Item Summary

Staff is recommending **Approval With Development Conditions** for a rezoning from A-1 (General Agriculture) and P-MH (Mobile Home Park) to PUD (Planned Unit Development) on ±39.28 acres in accordance with Marion County Land Development Code (LDC), Article 2, Division 7, *Zoning Change*. The site is also the subject of concurrent Comprehensive Plan Amendment Application 2021-L01 seeking to change the site's future land use designation to Employment Center; approval of this PUD Rezoning Application is contingent on obtaining the requested Employment Center designation in order to achieve consistency with the Marion County Comprehensive Plan. The general PUD request is for a commercial area long SE Hwy 42 accommodating approximately 79,000 gross square feet (GSF) of commercial space, and up to 324 residential units as either a 2-story or 3-story multiple-family development (e.g., apartments, condos, etc.).

Public Notice

Notice of public hearing was mailed to 125 property owners within 300 feet of the subject property. Public Comment was received from 20 of the 125 property owners within 300 feet (16%). Public Comment in opposition was also received from 101 property owners outside of 300 feet.

Location

The site consists of ±39.28 acres located at 9494 SE Hwy 42, on the south side of SE Hwy 42 adjoining the residential Hilltop Estates & various phases of the Villages of Marion, along with the commercial Villages of Marion Mulberry Grove East Phase 2 Subdivision. Portions of the Orange Blossom Hills Subdivision are located north across SE Hwy 42 from the site.

FLUE Policy 2.1.21: Employment Center (EC)- This land use is intended to provide a mix of business, enterprise, research and development, light to moderate intensity commercial and light industrial, and employment activities. This designation also allows residential uses, campgrounds and recreational vehicle parks (RVP). This land use designation will allow for and encourage mixed use buildings. The density range for residential units shall be up to sixteen (16) dwelling units per one (1) gross acre and a maximum Floor Area Ratio of 2.0, as further defined by the LDC. This land use designation is an Urban Area land use.

FLUM Designation Development Eligibility

CATEGORY	MAXIMUM INTENSITY
Residential	16 DU/AC
Commercial Or Light Industrial	2 FAR

Development Potential (Single Use)

CATEGORY	Max. Dev.
Residential	628 DUs
Commercial or Light Industrial	3.4 MSF

Acreage Allocations

CATEGORY	ACRES
Residential	26.67
Commercial	12.60
TOTAL	**39.28**

Development Potential By PUD Allocations

CATEGORY	Max. Dev.
Residential	426 DU
Commercial	1.1 MSF

Proposed Maximum Development Potential

CATEGORY	Max. Dev.
Residential	324 DUs
Commercial	78,050 GSF

Background

The applicant is proposing to establish a multi-use PUD to include multiple-family residential and commercial development. The site is a large parcel of undeveloped property surrounded by a variety of existing development including residential subdivisions and the Villages of Marion Mulberry Grove commercial complex. It is an infill site that is the last large undeveloped property along this portion of the SE Hwy 42 corridor. While the site is surrounded by existing development, there are obstacles and limited opportunities to accommodate cross access with the adjoining development areas to the east and west that is a concern for staff given the proposed design.

The site includes a manufactured home residence and some forested areas; however the site has not been actively maintained and former field areas are now overgrown at this time. The site is essentially a "sandy" habitat that may make the site suitable habitat for some listed species. No flood zones or wetlands are located on the site, nor is the site within an Environmentally Sensitive Overlay Zone (ESOZ), although a Flood Prone designated area is located in the southeast corner of the site. The site is within the general Countywide Secondary Springs Protection Zone. Central water and central sewer services are available to the site from Marion County's Stonecrest SE Regional facilities, with main service lines being located within the SE Hwy 42 right-of-way.

The surrounding future land use designations, zoning, and uses are listed in the following table:

Table 1 – Adjacent Property Characteristics

Direction	FLUM Designation	Zoning	Existing Use per MCPA Property Code
N	Medium Residential	R-1 (Single-Family Dwelling)	Orange Blossom Hills Subdivision – SFR & Vacant lots
S	High Residential	PUD (Planned Unit Development)	VOM Units 51 & 52, Villas of Sunnyside
E	Medium Residential	R-4 (Mixed Use Residential)	Hilltop Estates Subdivision (Tract "F" – right-of-way)
W-N	Commercial	PUD (Planned Unit Development)	VOM Mulberry Grove East Ph. 2
W-S	High Residential	PUD (Planned Unit Development)	VOM Phillips Villas

VOM = Villages of Marion

Request

The project's PUD Rezoning Application was accompanied by two pairs of conceptual plans – one pair each for the commercial and residential portions of the site. The applicant has proposed the plans as alternatives to allow for development flexibility as end users for the commercial area have not yet been determined, while the residential development is continuing to evaluate market opportunities before making a final determination the housing form.

Generally, the proposed PUD is divided into a south area for the multiple-family residential use (±25.45 ac) and a north area along SE Hwy 42 for the commercial use (±12.6 ac). Of the northern commercial area, the far western portion of that area (±2.22 ac) will provide the main access to both the commercial and the residential area at the "rear" of the overall site. The proposed general layout of the commercial area will provide for an internal roadway extending east to west, parallel to Hwy 42, and then providing for a series of commercial parcels on each side of the internal roadway; the northern commercial parcels will front on Hwy 42, while the southern parcels will back-up to the residential portion of the site. A secondary Hwy 42 access for the commercial area is also proposed although it will not be directly available for the residential portion of the site; final placement of the secondary access will be addressed through subsequent development plan review

	in conjunction with findings of project's traffic study. The residential area is proposed to include 2-story or 3-story multiple-family structures in a self-contained "cul-de-sac" style site, wherein a gated entry may be provided consistent with LDC requirements. An amenity location featuring a clubhouse, pool, and accessory administrative support office will be provided, along with an additional dog park area. While some development standards are proposed, staff noted to the applicant that additional clarification on some of the setbacks is necessary; however no additional information has been provided to date. A C-Type Buffer is proposed along SE Hwy 42 consistent with LDC requirements. A uniform A-Type Buffer is proposed along all other boundaries except the portion of west side aligning with the Villages of Marion's Mulberry Grove East Phase 2 commercial area where no buffer is proposed. The proposed A-Type Buffer is consistent with LDC requirements and where commercial will align with that commercial. However, the residential does require an A-Type Buffer and extension of the buffer to the PUD's commercial area is recommend. Staff also recommends that the recommended exterior buffers not be eligible for further design waiver without obtaining Board consideration for their approval in a duly noticed public hearing wherein the notice costs (e.g., mailings, ads, etc.) are funded by the then applicant. Finally, staff has concerns about the timing of the buffer installations. Staff understands the overall PUD is large and coordinating buffer installations with the on-site development could leave buffers incomplete for extensive periods. No specific phasing is proposed, and given the extent of the site, phasing adjustments would be anticipated based on development demand, etc. Staff recommends that phased buffer installation is acceptable; however recommends that the Development Review Committee (DRC) be authorized to require the installation of other buffer segments when it deems appropriate, with the then applicant being eligible to appeal that determination to the Board consistent with DRC's waiver review process. Architectural designs were provided for the residential area; however limited architectural references have been proposed for the commercial area. The non-residential concepts are seemingly standard commercial prototypes without any consistent form or theme that would unify the appearance of the overall development. However, staff notes Marion County has not implemented architectural standards in the surrounding area; while the Villages of Marion has initiated some private standards significant variety of design appears to be accommodated. Staff has compiled the architectural reference standards and provided them in Table #8A, as staff's recommended architectural standard indications. The applicant has not proposed signage plans for the project site at this time as the final layout and number of resulting sites is unknown; however signage may be addressed through a master sign plan to distribute the sign allowances for the project, particularly to address the internal/rear commercial parcels, as allowed by the LDC. The site's Employment Center future land use designation accommodates a potential mix of residential, light to moderate commercial, and/or light industrial uses with the maximum development amounts being based on an allocation of the future land use acreage for each use category. A PUD Rezoning provides further flexibility by allowing the then calculated maximum development amounts to shift

across a site, regardless of the declared future land use acreage allocation amounts. For future land use allocations, two uses are proposed: residential at ±26.68 acres and commercial at ±12.6 acres. Portions of each, though largely the residential, will be used to provide for a proposed park site along with rights-of-way, etc. The PUD Concept Plan provides a proposed maximum development amount for the commercial and residential development, with each being lower than possible under the future land use allocation as shown in Table #2. Given the site's urban location and the surrounding uses, staff recommends authorizing slightly increased development amount, consistent with the Employment Center future land use designation allocation, in order to accommodate housing diversity, increased internal traffic capture opportunities, and complimenting existing and future recreational opportunities. The recommended maximum development amounts are specified in both Table #2 and repeated in Table #6D.

TABLE 2 – LAND USE ALLOCATION, ELIGIBILITY, & MAXIMUM PUD DEVELOPMENT

	EMPLOYMENT CENTER FUTURE LAND USE			PLANNED UNIT DEVELOPMENT	
USE	MAXIMUM DEV. RATE	ACREAGE ALLOCATION	MAXIMUM POTENTIAL DEVELOPMENT	INDICATED MAXIMUM DEVELOPMENT	CHANGE FROM MAXIMUM DEVELOPMENT
Residential	16 DU/AC	26.68	426 DU	324 DU	-102 DU
Commercial	2 FAR	12.60	1.1M GSF	78,050 GSF	-1,019,662 GSF
TOTAL		39.28			

The PUD Plan establishes the development areas for use of the residential, and commercial development amounts. However, some adjustments to the areas may be expected, without formally changing the overall maximum development amounts possible (as they are based on the future land use acreage allocations); for example, a potential mirroring of the plan to shift the main entrance east to more effective coordinate and address cross access and Hwy 42 impacts may be developed in coordination with the Office of the County Engineer and the Hilltop Estates Subdivision. In the event land use areas are modified, particularly variations in residential and non-residential uses, the requirement that all exterior buffers comply with LDC buffer requirements in effect at that time of the development proposal would apply. As such, staff recommends that shifts in development areas be authorized to accommodate final design adjustments such as for access/connectivity, recreation, stormwater, along with adjustments to accommodate opportunities to modify the locations of the authorized development amounts.

The PUD Plan does not propose complete development standards, as previously noted, or a range of uses for the commercial use area. No such standards were provided for the residential use areas except for addressing the 100-foot setback requirement for multiple-family development adjoining single-family development related to building heights. The proposals are consistent with the LDC's requirements. To provide full development standards for discussion, staff has recommended as set of complete standards provided in Tables #6B and #6C.

The Concept Plan provides estimated calculations for required open space and the plan appears to indicate the project will comply with the proposed amenity center and dog park areas, etc., as achieving the open space is more readily accommodate by the multi-story design of the site.

The Development Review Committee (DRC) considered the PUD Conceptual Plan and supports the PUD Rezoning; however the DRC noted concerns regarding the project's outstanding design and data/information needs, and the need for further

coordination and study related to cross access and Hwy 42 impacts as the roadway is a constrained sub-standard right-of-way.

Infrastructure

SE Hwy 42 is designated an arterial roadway that extends across southeast Marion County from the Marion/Volusia County line west to CR Hwy 475. The current Transportation Planning Organization (TPO) 20-Year Long Range Transportation Plan (LRTP) then identifies a westward extension of Hwy 42 (Year 20) in order to cross Interstate 75 and connect to the Marion Oaks Subdivision and western CR Hwy 484. The extension would essentially provide an east-west travel route across southern Marion County, including providing an additional crossing over Interstate 75 as an alternative route to the Hwy 484 Interchange crossing.

The placement of the site's main SE Hwy 42 access is a significant concern as an independently owned hiatus strip of property lies between this site and the existing Villages of Mulberry Grove Phase 2 commercial area to the west, functionally cutting off potential cross access to that area unless special cross access authorization is obtained. The Hilltop Estates Subdivision is located east of the site, where a platted 40-foot wide tract "…deeded to Marion County for the future use of the public for roadway, utilities and drainage, when required as determined by the Marion County Board of County Commissioners" abuts the site. The Hilltop Estates community has approached the Office of the County Engineer about concerns related to the subdivision's one and only existing access that connects to SE Hwy 42. Staff has initiated discussions with the applicant and representatives of the Hilltop Estates development to more effectively explore site design opportunities for cross access that may assist in managing traffic effects to SE Hwy 42. Staff recommends that along with internal cross access within PUD, cross access to the east at a minimum must also be provided. If the project remains isolated from surrounding properties, staff recommends that the project developer and any subsequent owners shall be solely responsible for providing and funding in perpetuity any required signalization to provide access to the PUD project site.

Final site access improvements will also be determined with the site's final Master Plan in coordination with necessary project traffic studies per the LDC. The applicant has not submitted a traffic study methodology or traffic study at this time. No specific phasing is proposed; however given the form of the site the infrastructure is likely not to be phased, although individual site development will take place overtime. Staff has advised the applicant that a suitable traffic study based on a project wide assessment is necessary; however some components of a study may be phased with the development of the site if provisions are made to reflect the PUD's overall anticipated development and determined to be acceptable to the County Engineer. *A critical concern is to ensure that initial development of one portion of the PUD does not create conflicts and/or obstructions to continued development of the overall PUD thereby creating a self-imposed hardship by the property owner/developer that potentially compromises the health, safety, and welfare of the public.* As such, staff recommends that prior to obtaining any final PUD Master Plan or equivalent approval, a traffic study(ies) must be provided and it shall include projections related to the overall PUD.

TABLE 3 – IMMEDIATE ROADWAY NETWORK STATUS						
			Existing Conditions			
Road	Class	Maint. Entity	Surface	No. Lanes	R/W Width	R/W Deficiency
SE Hwy 42	Urban Minor Arterial	County	Paved	4[1]	±80'	±40'

[1] SE Hwy 42 was widened to 4-lanes by the The Villages developer under an improvement agreement with Marion County, wherein Marion County is currently reimbursing the developer for some of the improvement costs.

TABLE 4A – PROJECTED TRIP GENERATION POTENTIAL - *AREA BASED*						
Category	Use	Acres (±)	DU/AC Or FAR	Potential Max Development	Daily Trips	PM PK HR. Trips
Residential	MFR[1]	26.27	16	426 DU	2,317	175
Commercial	Shopping Center[2]	12.6	2.00	1,097,712 GSF	41,412	4,618

Projections based on ITE Trip Generation, 10th Edition:
[1] Single-family Residence (210; 9.44 AADT/DU).
[2] Mid-Rise Apartments (221; 5.44 AADT/DU).
[3] Shopping Center (820; 38.13 AADT/1K-GSF).
[4] General Light Industrial (110; 4.96 AADT/1K-GSF).

TABLE 4B – PROJECTED TRIP GENERATION POTENTIAL - *PUD BASED*						
Category	Use	Acres (±)	DU/AC Or FAR	Potential Max Development	Daily Trips	PM PK HR. Trips
Residential	MFR[1]	26.27	12.33	324 DU	1,763	133
Commercial	Shopping Center[2]	12.6	0.15	78,050 GSF	2,945	328

Projections based on ITE Trip Generation, 10th Edition:
[1] Mid-Rise Apartments (221; 5.44 AADT/DU).
[2] Shopping Center (820; 38.13 AADT/1K-GSF).

Central water and sewer services will be required for the project. Construction of the necessary utility infrastructure will be the responsibility of the developer per the LDC and any Utility Developer's Agreement.

TABLE 5: UTILITY SERVICES	
Utility	***Service Area***
Water	Marion County Utilities – Stonecrest SE Regional WTP
Sewer	Marion County Utilities – Stonecrest SE Regional WWTP

Analysis

In reaching its decision, the Commission must address the following:

1. **Granting the proposed zoning change will not adversely affect the public interest.** The site is part of the overall "Urban Area" in southeast Marion County where existing utility capacities and key roadways are currently in place and multiple existing developments surround the site. The mix of uses will accommodate employment and service opportunities for existing and future residents and diversify the housing opportunities in an area that has typically been single-family detached homes. While a project traffic study has not been completed at this time, it will be required prior to obtaining a final Master Plan or equivalent approval to ensure long-term access coordination for the site; additionally recommended cross access accommodations will allow further traffic access and planning for SE Hwy 42. *The proposed PUD zoning as recommended will not adversely affect the public interest.*

2. **The proposed zoning change is consistent with the current Comprehensive Plan.** Map 1: Marion County 2035 Future Land Use (FLU) Map of the Comprehensive Plan designates this Employment Center, contingent on CPA 2021-L01, as provided by the FLU Element (FLUE). The proposed PUD will generally be limited to light to moderate commercial and residential uses that will be buffered and setback to the surroundings consistent with LDC provisions. *The proposed PUD zoning change, subject to approval of concurrent CPA 2021-L01 and as recommended, is consistent with the Comprehensive Plan.*

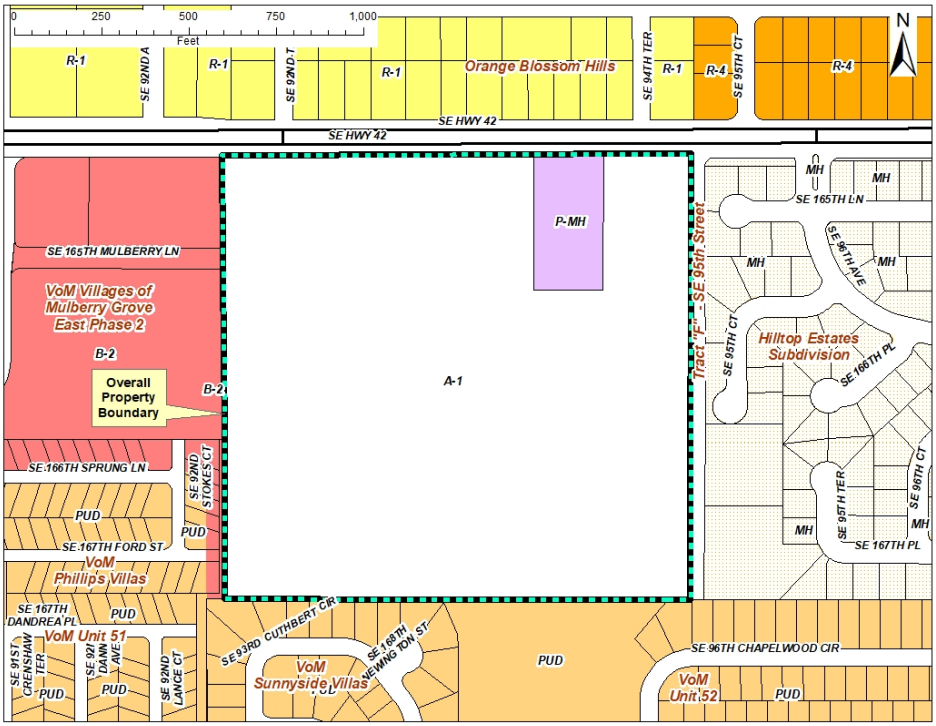
3. **The proposed zoning change is compatible with land uses in the surrounding area.** The site is designated Employment Center and abuts key existing communities and road corridors. Structured use areas and recommended buffers along with the recommended design and development standards will address adjoining use compatibility. *The proposed PUD zoning change as recommended is compatible with the land uses in the surrounding area.*

Staff Recommendation: APPROVAL WITH DEVELOPMENT CONDITIONS:

1. The project shall be developed consistent with the conditions outlined herein and with the project PUD Concept Plan(s) (Dated _____) reflected in Tables #6A & 6B, including development uses, types, standards, & amounts; buffer requirements; and architectural graphic images as listed within this report.
2. The project uses and maximum development amounts shall comply with those listed in Table #6C, and be developed consistent with those applicable development standards as listed in Table #6D.
3. Project landscaping and buffers shall be provided consistent with the information outlined in Tables #7A and #7B consistent with the following:
    a. No design waivers may be obtained without obtaining Marion County Board of County Commission approval through a duly noticed and advertised public hearing consistent with the LDC's notice provisions at the applicant's expense.
    b. The buffers may be phased to coordinate with on-site development; however the Development Review Committee (DRC) may determine and require the extension or inclusion of a buffer segment in order to prevent or avoid creating gaps to areas intended to be buffered. In the event the then applicant disagrees with the determination of the DRC, the applicant may appeal the DRC's determination to the Board for final evaluation and determination.
4. Adjustments to increase/decrease and/or relocate the development use areas shown on the PUD Plan, and reflected in Tables #6A and 6B, may occur, subject to compliance with the PUD development standards listed in Tables #6C and #6D and buffer standards listed in Tables #7A and #7B. Any such adjusted use locations along the overall PUD perimeter shall be subject to their respective corresponding buffer requirements consistent with prior condition #3.
5. All project signs shall comply with LDC Division 5.4 *Advertising Signs;* further, a final PUD-wide Master Sign Plan shall be included as a component for review in the final PUD Master Plan, or equivalent, submittal.
6. All project development shall be served by central potable water and central sanitary sewer services prior to the issuance of any project

	7. Cross parallel access connections shall be provided internally within the PUD and between the PUD's uses and development areas to the east at a minimum wherein revisions to the development plan(s) to accommodate a mirrored/flipped plan shifting the main access to the east side of the site (aligning with SE 94th Ave) may occur. 8. The PUD's final access management plan for Hwy 42 shall be completed prior to or in conjunction with the PUD Master Plan, or an equivalent, and a project traffic study completed to the satisfaction of the County Engineer that provides for evaluation of the access management. 9. Prior to completion and approval of the final PUD Master Plan, or an equivalent, the project traffic study shall be completed to the satisfaction of the County Engineer. Phased traffic studies may be accepted subject to approval of the County Engineer; however all studies shall make adequate provision for the PUD's build-out to ensure all studies identify needed improvements and ensure that the development of initial PUD phases does not create conflicts and/or obstructions to future development phases. 10. In the event the overall project remains isolated from surrounding properties, the project developer and any successors and/or subsequent owners shall be solely responsible for providing and funding in perpetuity any required signalization to provide access to the PUD project site. 11. Approval of this PUD Rezoning, including its Conceptual Plan and accompanying conditions does not and is not considered an approval constituting vesting of the proposed and/or maximum development amounts. Subsequent development of the PUD shall be subject to compliance with LDC Division 1.8 – *Concurrency Management* and concurrency approval and certification may be undertaken in phases as desired at the time of continued development. 12. Prior to obtaining any final Master Plan or equivalent approval, the developer/owner shall submit for and obtain a suitable amendment or repeal of, the existing Developer's Agreement applicable to the site – OR Book/Page 3450/484. Unless and until such an Amendment or Termination is obtained, this PUD shall be effective or authorized to proceed as proposed. 13. The final PUD Master Plan, or equivalent, shall require approval by the Marion County Board of County Commissioners, including being duly public noticed and advertised consistent with the LDC's notice provisions at the applicant's expense.

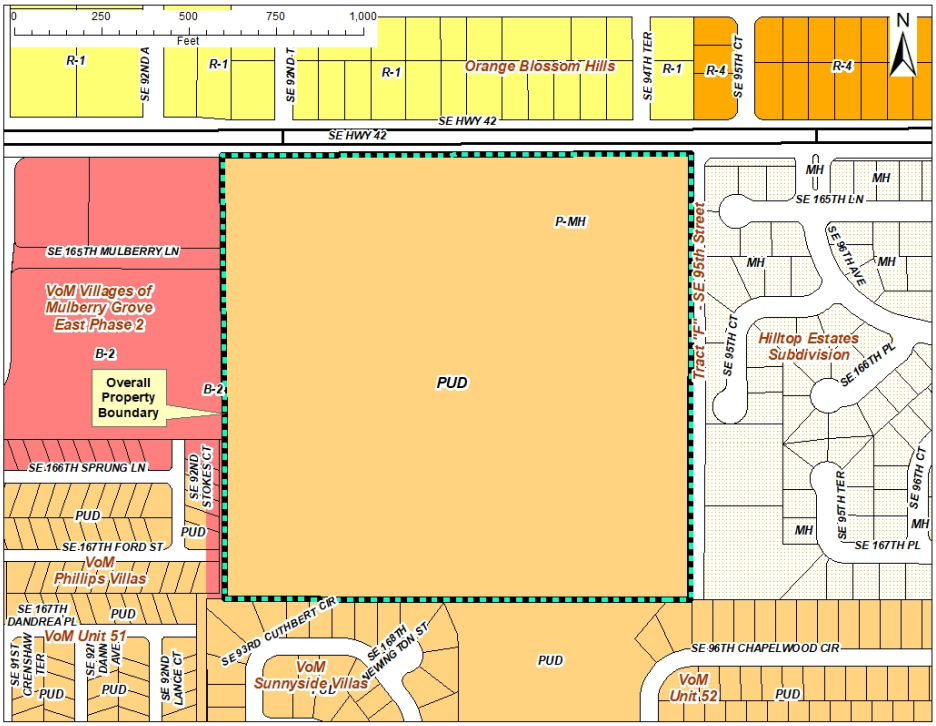
EXISTING ZONING



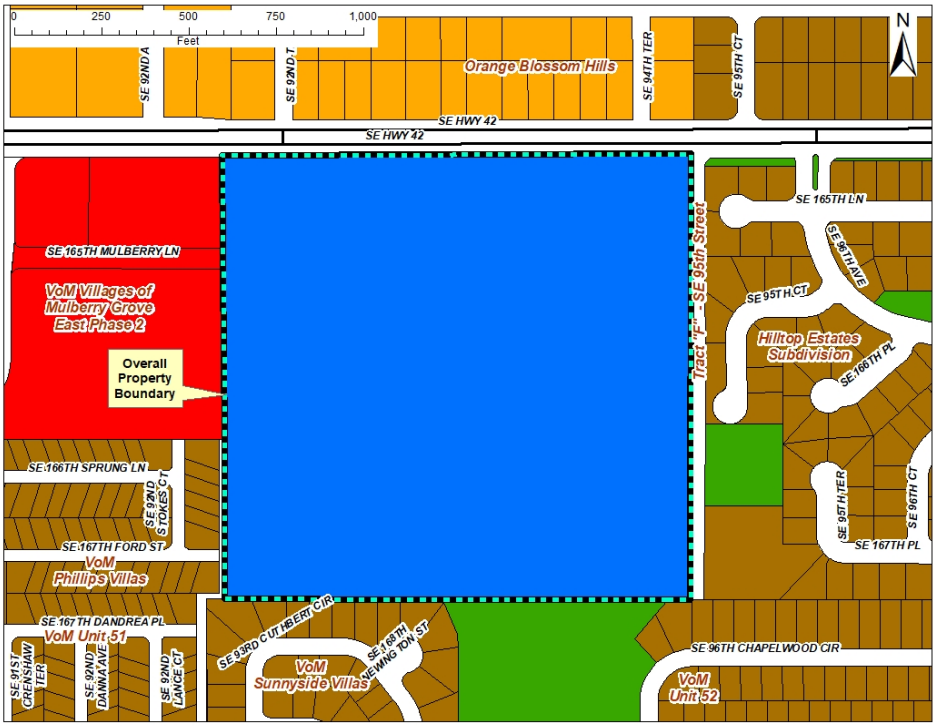
ZONING DISTRICTS

- A-1 General Agriculture
- A-2 Improved Agriculture
- A-3 Residential Agricultural Estate
- RR-1 Rural Residential
- R-E Residential Estate
- R-1 Single-Family Dwelling
- R-2 One-and Two-Famiy Dwelling
- R-3 Multiple Family Dwelling
- R-4 Residential Mixed Use
- MH Manufactured Housing
- P-MH Mobile Home Park
- P-RV Recreational Vehicle Park
- RR Recreational Resort
- RAC Rural Activity Center
- R-O Residential Office
- B-1 Neighborhood Business
- B-2 Community Business
- B-3 Specialty Business
- B-4 Regional Business
- B-5 Heavy Business
- RC-1 Rural Commercial
- RI Rural Industrial
- M-1 Light Industrial
- M-2 Heavy Industrial
- I-C Industrial Complex
- G-U Government Use
- R-PUD Residential Planned Unit Development
- PUD Planned Unit Development

PROPOSED ZONING



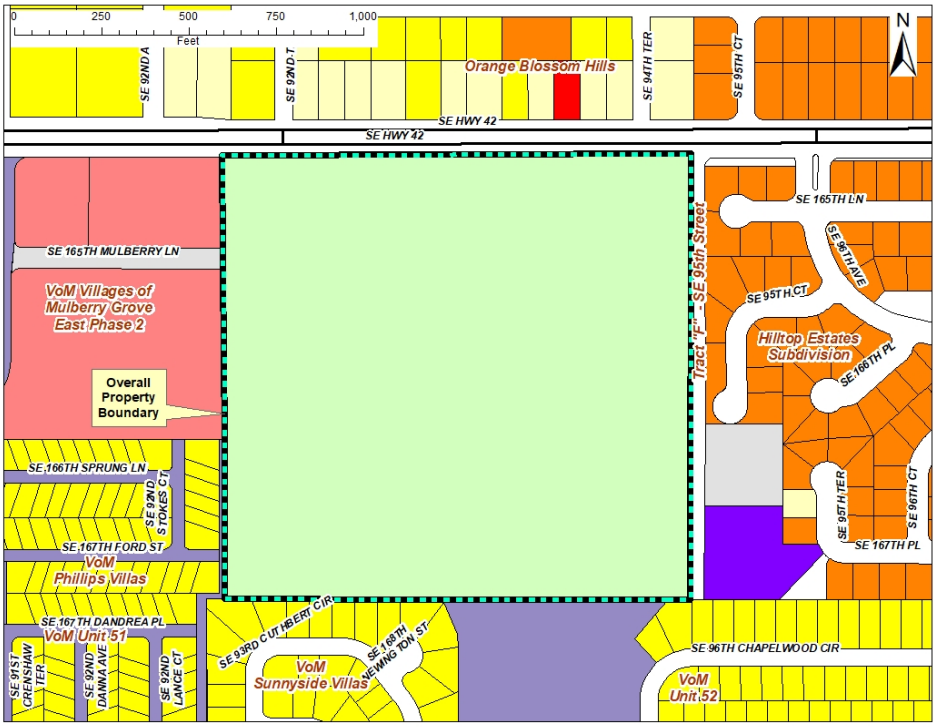
EXISTING FUTURE LAND USE DESIGNATION (SUBJECT TO APPROVAL OF 2021-L01)



LEGEND

RL - Rural Land (1 du/10 ac)	HR - High Residential (4-8 du/ac)	COM - Commercial (0-6 du/ac; FAR 1.0)	P - Public (N/A; FAR 1.0)
LR - Low Residential (0-1 du/ac)	UR - Urban Residential (8-16 du/ac)	EC - Employment Center (0-12 du/ac; FAR 2.0)	PR - Preservation (N/A; N/A)
MR - Medium Residential (1-4 du/ac)	RAC - Rural Activity Center 0-2 du/ac; FAR 0.35)	CD - Commerce District (N/A; FAR 2.0)	M - Municipality

EXISTING PROPERTY USES PER MARION COUNTY PROPERTY APPRAISER PROPERTY CODE

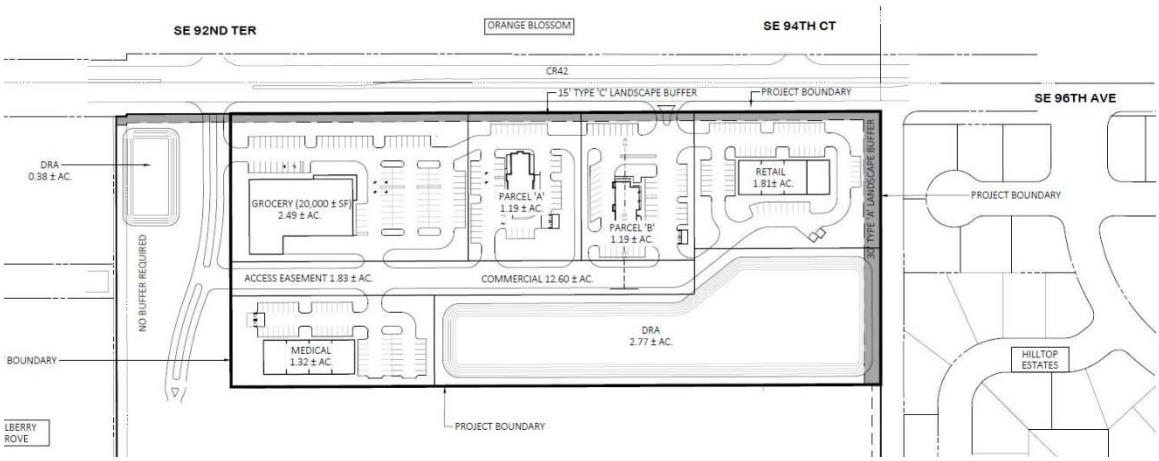


Vacant Res	MFR	Commercial	RuralBldgSite	Private Institutional	Utility	Water/submerged
SFR	Group Living Qrtrs	Vacant Industrial	Ag Production	Goverment Institution	R/W	Mining
MHR	Vacant Com	Industrial	Vacant Institutional	Military	Recreation/Park/Forest	Sewage/Waste/Barrow
						Acreage Non-classified

TABLE 6A: SCHILLING / NEW DIRECTION IRA PUD PROPOSED CONCEPT PLAN(S) EXCERPTS

COMMERCIAL

Concept “A”



Concept “B”

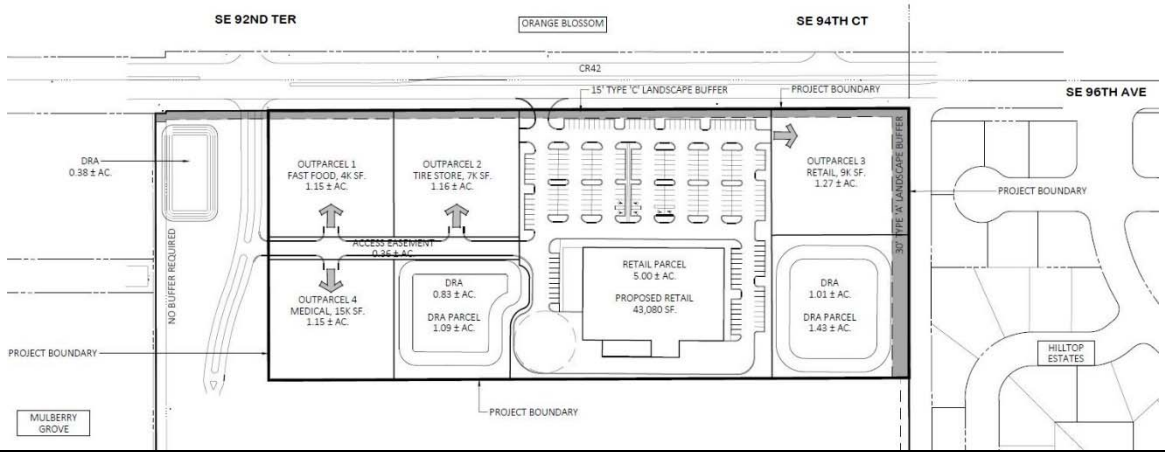
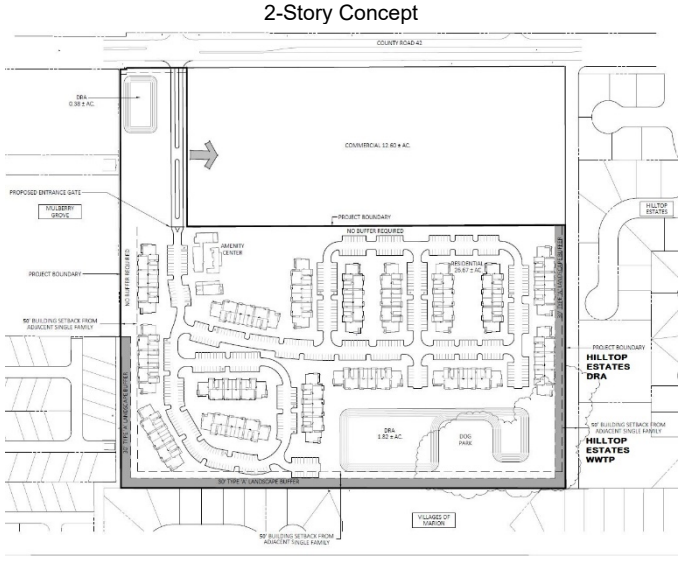


TABLE 6B: SCHILLING / NEW DIRECTION IRA PUD PROPOSED CONCEPT PLAN(S) EXCERPTS

RESIDENTIAL

2-Story Concept



3-Story Concept

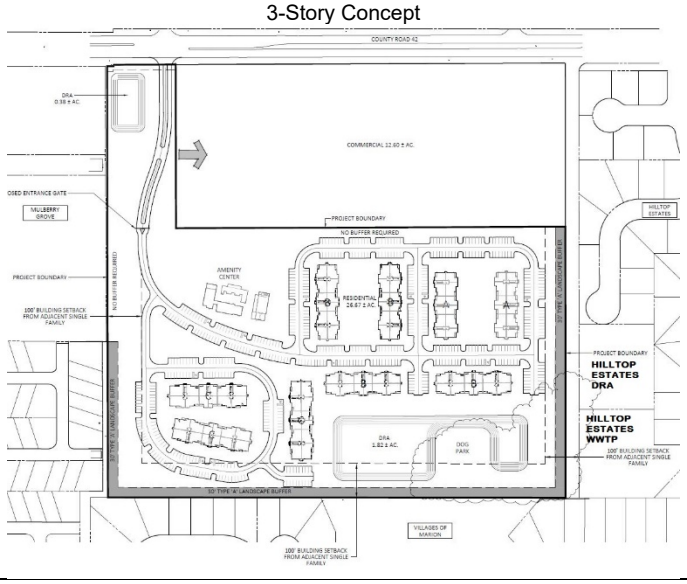


TABLE 6C: SCHILLING / NEW DIRECTION IRA PUD PROPOSED USES	
USE	**PERMITTED USES FOR DEVELOPMENT AREAS AND PROPOSED USE MAXIMUM DEVELOPMENT AMOUNTS (WITH EMPLOYMENT CENTER LAND USE ALLOCATION BASIS)**
MULTIPLE-FAMILY	Single-family residence detached, Single-family-residence attached (aka duplex), and Multiple-family residence (apartment, condominum, or townhouse).
Maximum Aggregate Residential Amount: Up to 324 dwelling units (based on 26.68 acres of Employment Center at 16 DU/AC).	
COMMERCIAL	Range of allowable uses shall conform to B-4 (REGIONAL BUSINESS) zoning uses as listed in the Marion County Land Development Code (LDC); more intense uses may be considered consistent with LDC Division 2.8. *Special Use Permit.* *Maximum up to 110,000 GSF (based on 12.6 acres at a REDUCED maximum Floor Area Ratio of ±0.2).*
All structure types, use, and operation shall be subject to the "plainly audible" standard applicable to their use consistent with Marion County's Noise Ordinance.	

TABLE 6D: SCHILLING / NEW DIRECTION IRA PUD - PROPOSED DEVELOPMENT STANDARDS							
STRUCTURE TYPE	**Minimum Lot**			**Minimum Setbacks[1, 2]**			**Max Height**
	Width	**Depth**	**Area**	**Front (N)**	**Rear (S)**	**Side/Corner[3] (E & W)**	
Multiple-Family Residential (Apartment, Condominium, Townhome)*[4]							
2-Story Principle Structure	N/A	N/A	24 AC	20'	50'	50'	50'
3-Story Principle Structure	N/A	N/A	24 AC	20'	100'	100'	50'
Accessory	N/A	N/A	N/A	25'	50'	50'	20'
Mechanical	N/A	N/A	N/A	25'	100'	100'	20'
***RESIDENTIAL STRUCTURE TERM DESCRIPTIONS** **Principal** = Primary habitable occupied structure (e.g., residential unit/building, club house, common recreation amenities (e.g. pools, playgrounds) etc.); **Accessory** = Customary individual unit residential accessory uses (e.g., storage sheds, individual unit swimming pool and/or screen enclosure, etc.); **Mechanical** = Individual residential unit air-conditioner units and pool pumps, etc.							
Commercial							
Hwy 42 Fronting (North) Parcel(s) [Front setback is to SE Hwy 42]	40'	60'	2,400 SF	20'	5'	5/10'	50'
Accessory	N/A	N/A	N/A	20'	5'	Int. - 0'/Ext. – 5'	20'
Mechanical	N/A	N/A	N/A	20'	5'	Int. - 0'/Ext. – 5'	10'
Internal (South) Parcel(s)	40'	60'	2,400 SF	5'	5'	5/10'	50'
Accessory	N/A	N/A	N/A	5'	5'	Int. - 0'/Ext. – 5'	20'
Mechanical	N/A	N/A	N/A	5'	5'	Int. - 0'/Ext. – 5'	10'

[1]In the event an easement or buffer is in place and/or required, the setback shall be subject to the more restrictive placement limitation and shall not encroach into an easement or buffer.
[2]LDC Commercial encroachment allowances for gasoline canopies, islands, and pumps shall also apply, subject to the compliance with the easement/buffer limitation listed in Footnote 1 above.
[3]Further increased side/corner setbacks may be required to ensure minimum LDC intersection & driveway safe sight distance standards are satisfied.
[4]Multiple-family residential development areas abutting the exterior boundary of the PUD shall observe the increased setback, regardless of yard type.

TABLE 7A: SCHILLING / NEW DIRECTION IRA PUD – INTERNAL BUFFER
Applicant Proposed: None.
Recommended: Comply with LDC at time of development; however internal buffer modifications and/or exemptions may be considered consistent with the LDC Waiver process.

TABLE 7B: SCHILLING / NEW DIRECTION IRA PUD - *CURRENT EXTERNAL BUFFERS PROPOSAL*				
Direction	**Adjoining**	**PUD Uses**	**Ordinarily Req. Buffer**	**Buffer Information**
North	SE Hwy 42	Commercial & Shared Entry Area	C-Type	**Applicant Proposed (Supported by Staff):** C-Type Buffer (complies with LDC).
South	Villages of Marion (SFR) Unit 51, Villas of Sunnyside, and Unit 52	Multiple-Family Residential	A-Type	**Applicant Proposed (Supported by Staff):** A-Type Buffer (complies with LDC).
East - North	Hilltop Estates (SFR) Tract "F" ROW	Commercial	B-Type to SFR Or C-Type to Tract "F" ROW	**B-Type Buffer:** Minimum 20-foot wide landscape strip **with a buffer wall**. The buffer shall contain at least two shade trees and three accent/ornamental trees for every 100 lineal feet or fractional part thereof. Shrubs and groundcovers, excluding turfgrass, shall comprise at least 50 percent of the required buffer. **Applicant Proposed (Supported by Staff):** A-Type Buffer; *staff also supports if a mirrored plan shifting the site access to the east is alternatively initiated*.
East - North	Hilltop Estates (SFR) Tract "F" ROW	Multiple-Family Residential	A-Type Or C-Type to Tract "F" ROW	**Applicant Proposed (Supported by Staff):** A-Type Buffer (complies with LDC).
West – North	Villages Mulberry Grove Com. Area & Hiatus Tract	Commercial	No Buffer Required	**Applicant Proposed (Supported by Staff):** No Buffer.
West – Central	Villages Mulberry Grove Com. Area & Hiatus Tract	Multiple-Family Residential	A-Type	**Applicant Proposed:** No Buffer. **RECOMMENDED:** A-Type Buffer (complies with LDC).
West - South	Villages of Marion (SFR) Phillips Villas & Hiatus Tract	Multiple-Family Residential	A-Type	**Applicant Proposed (Supported by Staff):** A-Type Buffer (complies with LDC).
LDC = Marion County Land Development Code Dev. Dependent = Potential buffer requirement depending on development type/form proposed.				

TABLE 8A – WATERMARK PUD ARCHITECTURE CONCEPT IMAGES – COMMERCIAL	
	
	
	

TABLE 8B – WATERMARK PUD ARCHITECTURE CONCEPT IMAGES – RESIDENTIAL



VIEW LOOKING AT TYPICAL APARTMENT BUILDING FRONT ELEVATION



VIEW LOOKING AT TYPICAL APARTMENT BUILDING FRONT ELEVATION



VIEW LOOKING AT TYPICAL APARTMENT BUILDING BACK ELEVATION



VIEW LOOKING AT TYPICAL APARTMENT BUILDING BACK ELEVATION



VIEW LOOKING AT CLUBHOUSE FRONT ELEVATION



VIEW LOOKING AT CLUBHOUSE FRONT ELEVATION

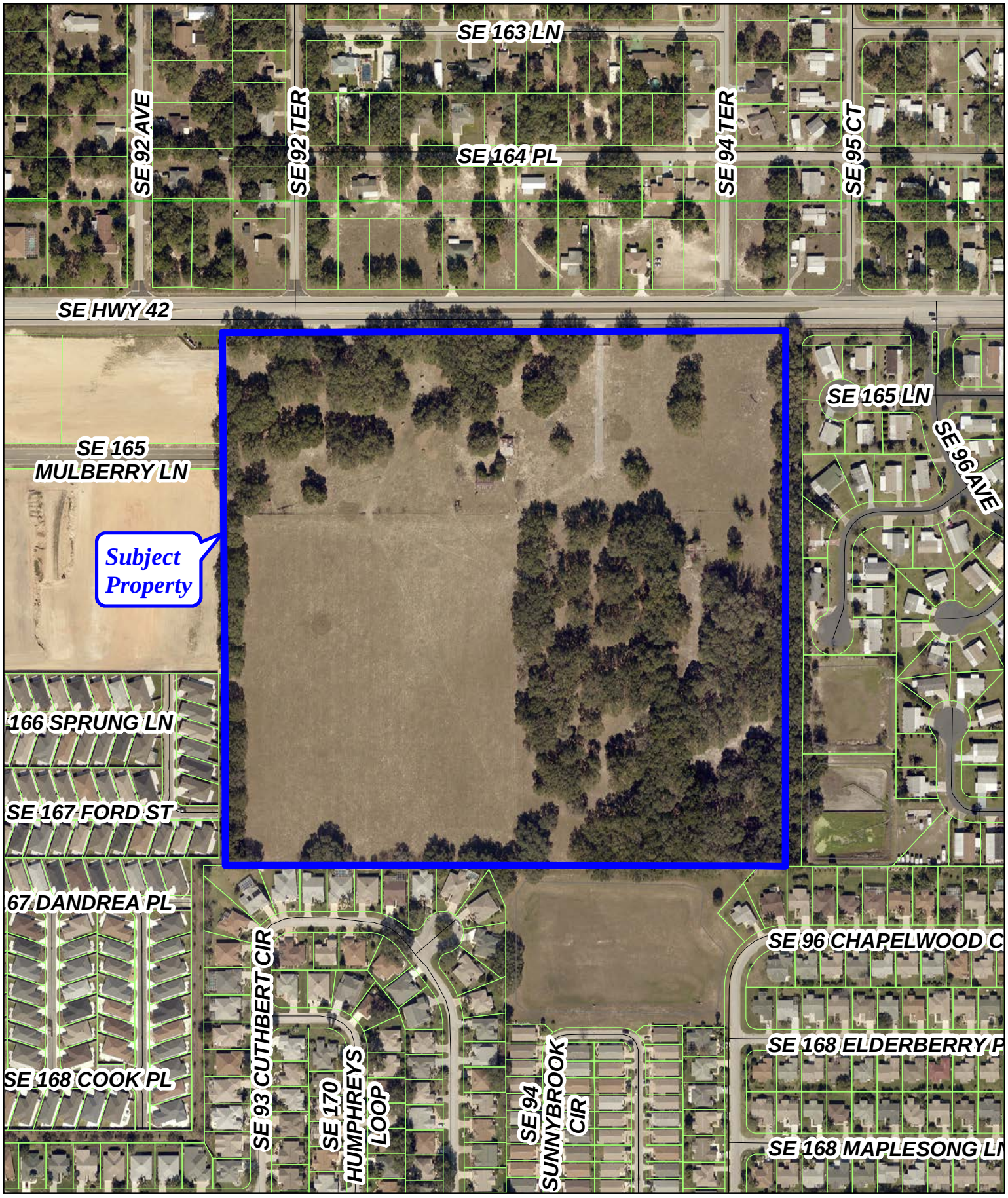
REFERENCE TABLE #1: CURRENT MARION COUNTY LDC BUFFER REQUIREMENTS								
		EXISTING USE or PERMITTED USE BY ZONING						
		AG	SFR	MF	COM	IND	PUB	ROW
PROPOSED USE	AG	-	-	-	-	-	-	-
	SFR	E	-	C	A	B	C	C
	MF	E	A	-	A	B	C	C
	COM	D	B	B	-	B	C	C
	IND	B	B	B	B	-	B	D
	PUB	E	B	C	C	C	-	C

REFERENCE TABLE #2: CURRENT MARION COUNTY LDC BUFFER STANDARDS								
TYPE	Minimum Width (FT)	Wall (Fence)	Shade Trees	Accent-Ornament Trees	Shrubs Required	Ground-cover Required	Shrubs** & Min % of Ground-cover	Turfgrass
A	30	N	3	5	Y	Y	50	Y
B	20	Y	2	3	Y	Y	50	Y
C	15	N	2	3	Y	Y	50	Y
D	15	Y	2	3	Y	Y	25	Y
E	5	N	4	0	Y*	Prohibited	n/a	Prohibited

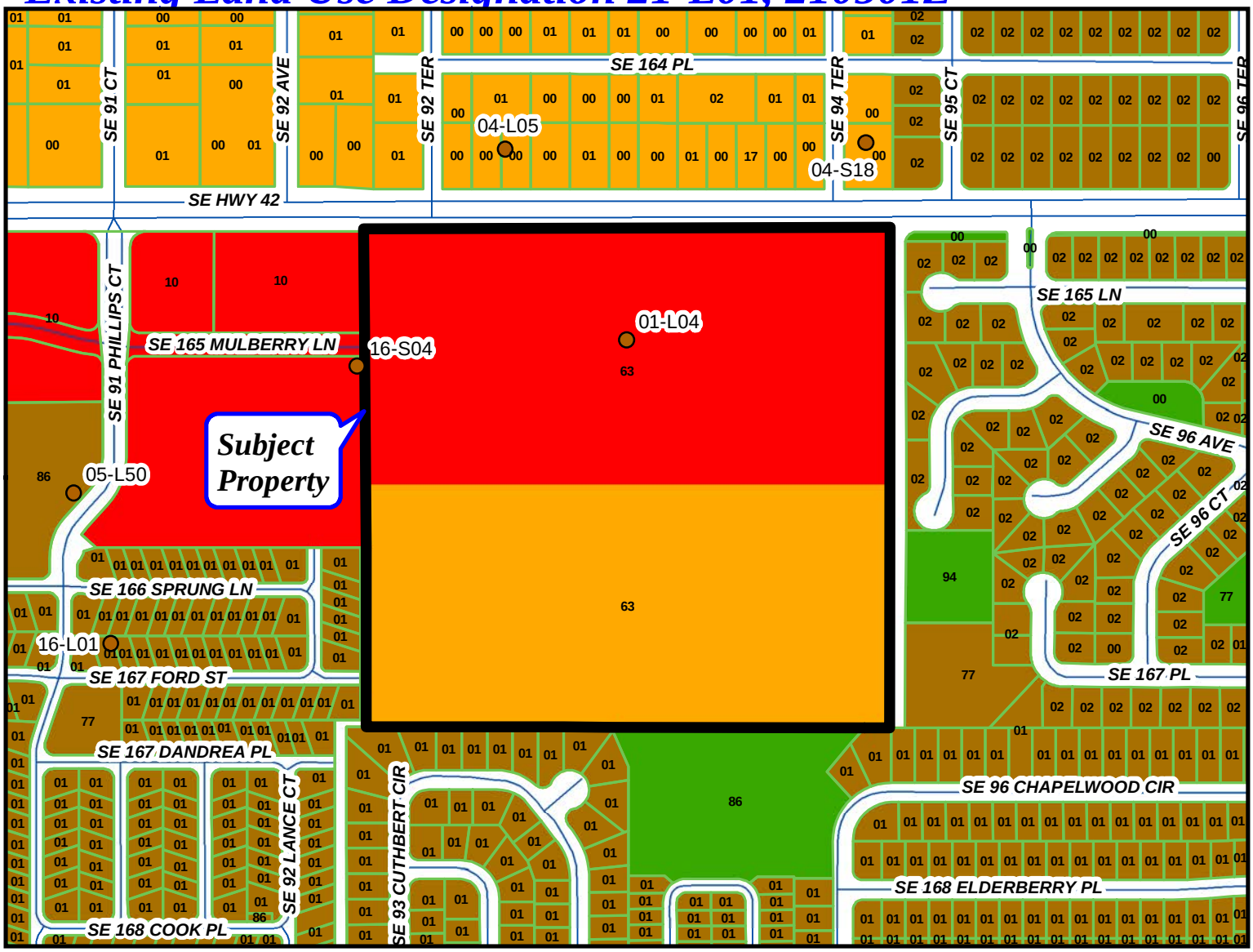
*Type E Buffer requires continuous double-staggered hedgerow and prohibits groundcover and turfgrass within the buffer. *Buffers including walls require placing the landscaping on the "public view" or exterior side of the wall* [LDC Section 6.8.6.L(1)(c)].

** To achieve a minimum 3' in height within one year

Aerial: 21-L01, 210501Z



Existing Land Use Designation 21-L01, 210501Z



Use per MC Property Appraiser	
01	Single Family Res
50-69/99	Agricultural
00/10/40/70	Vacant
71	Church
02	Mobile Home
06-07/11-39	Commercial
41-49	Industrial
83-98	Public
82	Recreation
03-05/08	Multi-Family
77	Club/Lodge/Union Hall

OWNER(S): James R. and Diane T. Schilling, ET AL

AGENT: Tillman & Associates Engineering – David Tillman

PARCEL(S): 48320-000-00

All provided GIS data is to be considered a generalized spatial representation, which is subject to revisions. The feature boundaries are not to be used to establish legal boundaries. For specific visual information, contact the appropriate county department or agency. The information is provided visual representation only and is not intended to be used as legal or official representation of legal boundaries.

N

Legend

- All Amendments
- **Policy 1.20**
- Rural Land (1 du/10 ac)
- Low Residential (0 - 1 du/ac)
- Medium Residential (1 - 4 du/ac)
- High Residential (4 - 8 du/ac)
- Farmland Preservation Area
- Urban Residential (8 - 16 du/ac)
- Rural Activity Center (0 - 2 du/ac; FAR 0.35)
- Rural Community (0 - 3 du/ac; FAR 0.70)
- Commercial (0 - 6 du/ac; FAR 1.0)
- Environmentally Sensitive Overlay Zone (ESOZ)
- Employment Center (0 - 12 du/ac; FAR 2.0)
- Commerce District (N/A; FAR 2.0)
- Public (N/A; FAR 1.0)
- Preservation (N/A; N/A)
- Municipality

#2105013
AR#: 26355
PA#: 48320-000-00
(w/ 21-L01)

Marion County
Board of County Commissioners
Growth Management • Zoning

2710 E. Silver Springs Blvd.
Ocala, FL 34470
Phone: 352-438-2675
Fax: 352-438-2676

APPLICATION FOR REZONING

Application No.: 2105013

The undersigned hereby requests a zoning change of the Marion County Land Development Code, Article 4, Zoning, on the below described property and area, from A-1 AND PMH to PUD, for the intended use of:

COMMERCIAL AND MULTI-FAMILY

Legal description: (please attach a copy of the deed and location map)

Parcel account number(s): 48320-000-00 ✓

Property dimensions: _____ **Total acreage:** 39.27 ✓

Directions: US 441 S to CR 42 turn right to subject property on left

Situs: 9494 SE Hwy. 42, Summerfield, FL

The property owner must sign this application unless he has attached written authorization naming an agent to act on his/her behalf.

owners: James R. and Diane T. Schilling
New Direction IRA FBO
Richard J. Schilling IRA
c/o SE Investments, Inc.

*Paul S. Ferber (Ferber Company/Agent)
Property owner name (please print)

151 Sawgrass Corners Drive, Suite 202
Mailing address

Ponte Vedra Beach, FL 32082
City, state, zip code

(317) 853-5406 or (727) 490-1779
Phone number (please include area code)

Signature

7524 N. Chief Lake Rd.
Hayward, WI 54843

Tillman and Associates Engineering
Applicant or agent name (please print)

J. David Tillman
Mailing address

1720 SE 16th Ave. Bldg 100, Ocala, FL 34471
City, state, zip code

(325) 387-4540
Phone number (please include area code)

Signature

Please note: the zoning change will not become effective until 14 days after a final decision is made by the Marion County Board of County Commissioners. The owner, applicant or agent is encouraged to attend the public hearing where this application will be discussed. If no representative is present and the board requires additional information, the request may be postponed or denied. Notice of said hearing will be mailed to the above-listed address(es). All information given by the applicant or agent must be correct and legible to be processed. The filing fee is $1,000.00, and is non-refundable. For more information, please contact the Zoning Division at 352-438-2675.

****

FOR OFFICE USE ONLY

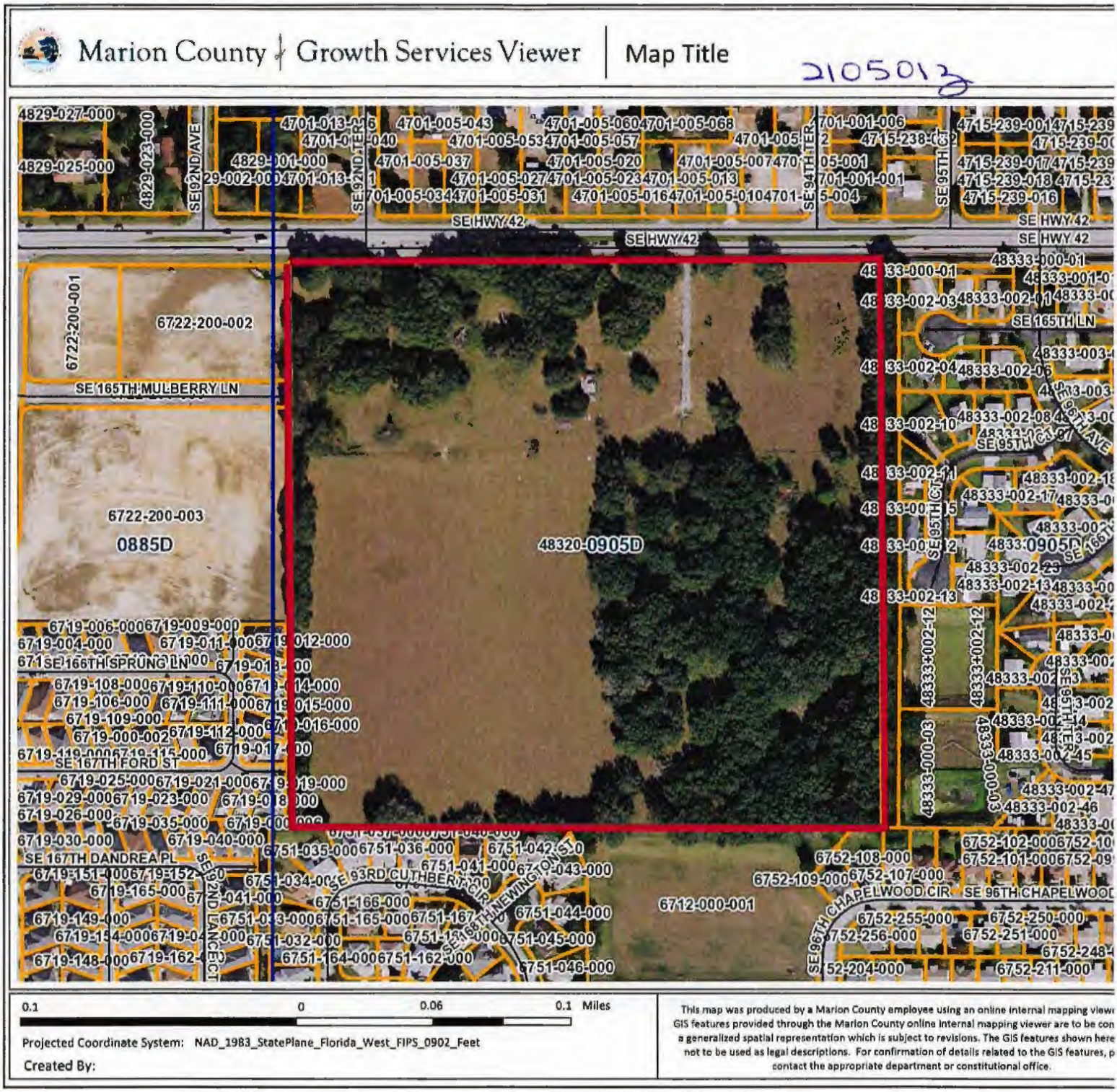
RECEIVED BY: BJM DATE: 3/3/21 ZONING MAP NO.: 258

Rev. 07/02/2019

AR# 26355
Project# 1999004402

"Meeting Needs by Exceeding Expectations"

S 27 T 17 R 23


Marion County | Growth Services Viewer
Map Title
2105013
SE HWY 42
SE 165TH LN
SE 165TH MULBERRY LN
SE 166TH SPRUNG LN
SE 167TH FORD ST
SE 167TH DANDREA PL
SE 92ND AVE
SE 92ND TER
SE 92ND LANCE CT
SE 93RD CUTHBERT CIR
SE 94TH TER
SE 95TH CT
SE 95TH AVE
SE 95TH TER
SE 96TH CHAPELWOOD CIR
SE 96TH NEWINGTON ST
48320-0905D
0885D
6722-200-002
6722-200-003
6712-000-001
0.1 0 0.06 0.1 Miles
Projected Coordinate System: NAD_1983_StatePlane_Florida_West_FIPS_0902_Feet
Created By:
This map was produced by a Marion County employee using an online internal mapping viewer
GIS features provided through the Marion County online internal mapping viewer are to be con
a generalized spatial representation which is subject to revisions. The GIS features shown here
not to be used as legal descriptions. For confirmation of details related to the GIS features, p
contact the appropriate department or constitutional office.

2105013

ALTA/NSPS LAND TITLE SURVEY
BOUNDARY & TOPOGRAPHIC SURVEY
-FOR-
THE FERBER COMPANY

20-007 92nd SUMMERFIELD
SECTION 27, TOWNSHIP 17 SOUTH, RANGE 23 EAST
MARION COUNTY, FLORIDA

INDEX	
SHEET	DESCRIPTION
1	COVER SHEET
2	BOUNDARY SURVEY
3	TOPOGRAPHIC SURVEY
4	TOPOGRAPHIC SURVEY
5	COUNTY ROAD 42 DETAILS



LEGAL DESCRIPTION:

THE EAST 18.59 FEET OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 17 SOUTH, RANGE 23 EAST, MARION COUNTY, FLORIDA. LESS THE NORTH 82.00 FEET THEREOF.

AND

THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 17 SOUTH, RANGE 23 EAST, MARION COUNTY, FLORIDA.

LESS AND EXCEPT THAT PORTION OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 DEEDED TO MARION COUNTY IN OFFICIAL RECORDS BOOK 3582, PAGE 25 BEING MORE FULLY DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF THE SAID SOUTHWEST 1/4, RUN SOUTH 00°15'57" WEST ALONG THE EAST LINE THEREOF 31.41 FEET TO THE RIGHT OF WAY OF COUNTY ROAD NO. 42, AS DELINEATED IN THE MAINTENANCE MAP THEREOF AS RECORDED IN MAINTENANCE BOOK 1, PAGES 91 THROUGH 110, PUBLIC RECORDS OF MARION COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE ALONG SAID MAINTENANCE RIGHT OF WAY THE FOLLOWING SEVEN COURSES: NORTH 79°13'20" WEST 7.85 FEET; THENCE SOUTH 89°43'10" WEST 341.15 FEET; THENCE NORTH 89°32'15" WEST 210.50 FEET; THENCE NORTH 89°36'50" WEST 525.00 FEET; THENCE SOUTH 89°53'41" WEST 100.46 FEET; THENCE SOUTH 89°53'35" WEST 133.51 FEET; THENCE SOUTH 80°37'49" WEST 8.66 TO THE WEST LINE OF THE SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE ALONG THE WEST LINE THEREOF AND DEPARTING SAID RIGHT OF WAY RUN SOUTH 00°15'57" WEST 16.59 FEET; THENCE SOUTH 89°56'38" EAST 1,325.69 FEET TO THE EAST LINE OF THE SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4; THENCE ALONG SAID EAST LINE RUN NORTH 00°15'10" EAST 18.59 FEET TO THE POINT OF BEGINNING.

VICINITY MAP



SCALE: 1"=1500'

LEGEND

±	MORE OR LESS
ACSM	AMERICAN CONGRESS ON SURVEYING & MAPPING
ALTA	AMERICAN LAND TITLE ASSOCIATION
CONC.	CONCRETE
EL.	ELEVATION
LB	LICENSED BUSINESS
PLS	PRESCRIBED LAND SURVEYOR
LS	LAND SURVEYOR
NO.	NUMBER
I.D.	IDENTIFICATION
ORB	OFFICIAL RECORDS BOOK
PG.	PAGE
NSPS	NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS
(C)	CALCULATED MEASUREMENT
(M)	FIELD MEASUREMENT
(P)	PLAT MEASUREMENT
(D)	DEED MEASUREMENT
■	FOUND CONCRETE MONUMENT (AS NOTED)
●	SET 5/8" IRON ROD AND CAP (LB 4705)
●	SET NAIL & DISK (LB 4705)
⊕	CHANGE IN DIRECTION (NO MONUMENT)
⊕	GATE
Ⓢ	SANITARY MANHOLE
WV	SEWER VALVE
Ⓦ	WELL
IV	IRRIGATION CONTROL VALVE
⊙	WATER METER
WV	WATER VALVE
FH	FIRE HYDRANT
⁰/₁₀	WOOD UTILITY POLE
⊢	GUY ANCHOR
☼	LIGHT POLE
⊤	SIGN
⊥	WATER SPIGOT
⊙	SANITARY CLEANOUT
E	ELECTRIC RISER
⊞	ELECTRIC TRANSFORMER
⊡	ELECTRIC METER
T	TELEPHONE (TYBOX)
T	FIBER OPTIC CABLE MARKER
G	GAS VALVE
⊙	ELECTRIC STUBOUT
▭	MAILBOX
——x——	FENCE LINE
——o——	OVERHEAD UTILITY LINE
——FO——	UNDERGROUND FIBER OPTIC
——W——	UNDERGROUND WATER LINE
——CATV——	UNDERGROUND CABLE TELEVISION
——FM——	UNDERGROUND FORCE MAIN
——T——	UNDERGROUND TELEPHONE
——UT——	UNDERGROUND UNKNOWN LINE
——G——	UNDERGROUND GAS
——— 100 ———	EXISTING CONTOUR
——L——	LINE BREAK

TREE LEGEND:

(CALIPER NOTED)

- CAMPHOR
- CHERRY
- LAUREL OAK
- LIVE OAK
- MISCELLANEOUS
- PINE

SCHEDULE B, SECTION II EXCEPTIONS:
(SEE SURVEY NOTE #9)

ITEMS 1-4 AND 8, NOT ADDRESSED (STANDARD EXCEPTIONS).

5. RESERVATION OF 15 FEET FOR PUBLIC ROADS CONTAINED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 332, PAGE 429. (BLANKET PROPERTY-PLOTTED)

6. RIGHT OF WAY EASEMENT IN FAVOR OF SUWEE ELECTRIC COOPERATIVE, INC. RECORDED IN OFFICIAL RECORDS BOOK 372, PAGE 41, AS MODIFIED BY QUIT CLAIM DEED RECORDED IN OFFICIAL RECORDS BOOK 3896, PAGE 1471. (BLANKET PROPERTY-APPROXIMATE LOCATION OF EASEMENT PLOTTED HEREON, EXACT LOCATION OF SAC "ADDITIONAL LAND AS NEEDED FOR DOWN GUYS AND ANCHORS, AND ACCESS FOR INGRESS AND EGRESS TO SUCH FACILITIES" IS NOT DEFINED OR PLOTTABLE, GUY ANCHORS ARE DEPICTED HEREON.)

7. DEVELOPER'S AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 3450, PAGE 484. (BLANKET PROPERTY-BLANKET IN NATURE, NOT PLOTTABLE.)

SURVEY NOTES:

1. THIS IS A BOUNDARY AND TOPOGRAPHIC SURVEY AS DEFINED IN CHAPTER 53-17.050 (11) FLORIDA ADMINISTRATIVE CODE.
2. BEARINGS (DENOTED WITH (C) OR (M)) AND COORDINATES SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM (NAD) OF 1983 WITH 2011 ADJUSTMENT, AS A REFERENCE FOR THIS SURVEY, THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 17 SOUTH, RANGE 23 EAST HAS A BEARING OF NORTH 89°57'05" WEST.
3. ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM) NUMBER 12083C0205D, MARION COUNTY, FLORIDA, EFFECTIVE DATE OF AUGUST 28, 2008, THE PROPERTY DESCRIBED HEREON LIES PARTIALLY WITHIN ZONE "X" (AREAS OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN).
4. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, FILE NUMBER 3899-431, EFFECTIVE JANUARY 24, 2020 AT 8:00 A.M.
5. NORTH-SOUTH AND EAST-WEST TIES TO FOUND MONUMENTATION AND IMPROVEMENTS ARE BASED ON CARDINAL DIRECTION, UNLESS ENDING IN "-LY" (NLY, ELY, SLY, WLY) WHICH ARE PERPENDICULAR TIES TO THE BOUNDARY LINE.
6. NO WETLAND AREAS WERE FLAGGED BY A WETLANDS BIOLOGIST AT THE TIME OF THE SURVEY. IT IS NOT DETERMINED IF WETLANDS EXIST ON THE SUBJECT SITE.
7. UNDERGROUND UTILITIES WERE DESIGNATED BY PRECISE LOCATING SERVICES AND LOCATED BY THIS FIRM AS A PART OF THIS SURVEY. NO SOFT DIG EXCAVATIONS WERE PERFORMED TO VERIFY SIZE OR DEPTH OF A UTILITY.
8. THIS SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL OR ELECTRONIC SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
9. RECORDING REFERENCES (SUCH AS OFFICIAL RECORDS BOOK AND PAGE, AND PLAT BOOK AND PAGE) SHOWN HEREON REFER TO DOCUMENTS RECORDED IN THE OFFICIAL RECORDS OF MARION COUNTY, FLORIDA.
10. ELEVATIONS SHOWN HEREON ARE PURSUANT TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 AND WERE ESTABLISHED BY GPS BASE/ROVER RTK METHODS TO ESTABLISH A VERTICAL DATUM ON SITE. THE ORIGINATING BENCHMARK FOR THE ELEVATIONS DEPICTED HEREON IS NATIONAL GEODETIC SURVEY BENCHMARK # D424, SAID POINT BEING A SURVEY DISC SET IN CONCRETE AND HAVING AN ELEVATION OF 85.18 FEET.
11. THE AERIAL IMAGE DEPICTED HEREON IS DATED NOVEMBER 19, 2020 AND WAS PREPARED BY GPI GEOSPATIAL.
12. THERE ARE 0 PARKING SPACES IN THE SUBJECT PARCEL.
13. NO EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION, OR BUILDING ADDITIONS WAS OBSERVED DURING THE TIME FIELD WORK WAS PERFORMED ON THE SUBJECT PARCEL.
14. DISTANCES AND ACREAGES SHOWN HEREON ARE MEASURED IN U.S. SURVEY FEET AND DECIMALS THEREOF. MEASUREMENTS DEPICTED HEREON ARE FIELD DERIVED UNLESS OTHERWISE NOTED.
15. WHILE CONDUCTING RESEARCH ON THE SUBJECT PARCEL, NO PROPOSED CHANGES IN STREET RIGHT-OF-WAY LINES WERE FOUND BY THIS SURVEYOR. NO EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS WAS OBSERVED IN THE PROCESS OF CONDUCTING THE FIELD WORK ON THE SUBJECT PARCEL.
16. SUBJECT PARCEL CONTAINS: ±39.77 ACRES

ZONING:
A-1 (RURAL, AGRICULTURE) AND R-MH (MANUFACTURED) HOUSING PARK)
PER MARION COUNTY FLORIDA PROPERTY APPRAISER'S WEBSITE

SETBACKS (A-1):
FRONT = 25 FEET
SIDE = 25 FEET
REAR = 25 FEET
MAXIMUM BUILDING HEIGHT = 50 FEET
MINIMUM FLOOR AREA (SQ.FT.) = NONE
PARKING REQUIREMENTS = NONE FOUND BY THIS SURVEYOR, BUT REQUIREMENTS MAY EXIST.

SETBACKS (R-MH):
FRONT = 25 FEET
SIDE = 15 FEET
REAR = 25 FEET
ACCESSORY STRUCTURES: 5 FEET REAR AND SIDE
MAXIMUM BUILDING HEIGHT = 40 FEET
MAXIMUM FLOOR AREA RATIO = NONE
PARKING REQUIREMENTS = NONE FOUND BY THIS SURVEYOR, BUT REQUIREMENTS MAY EXIST.

INFORMATION DEPICTED HEREON WAS OBTAINED FROM SECTION 4.2.3 AND SECTION 4.2.14, MARION COUNTY LAND DEVELOPMENT CODE. A ZONING LETTER OR REPORT WAS NOT PROVIDED TO THIS FIRM TO VERIFY THE INFORMATION ABOVE.

17. LEGAL DESCRIPTION DEPICTED HEREON WAS PROVIDED BY CLIENT.
18. THE TOPOGRAPHIC INFORMATION DEPICTED HEREON WAS PROVIDED BY AN AERIAL LIDAR TOPOGRAPHIC SURVEY PREPARED BY GPI GEOSPATIAL, PROJECT 2020016.00 UNDER THE DIRECTION OF MATT LAUZERIKE, PROFESSIONAL SURVEYOR AND MAPPER # 6766. THE GROUND CONTROL FOR THE SURVEY WAS SET BY THIS FIRM.

SURVEYOR'S CERTIFICATE:

TO SOUNDEAST INVESTMENTS, INC., A FLORIDA CORPORATION; MEADOWS TITLE SERVICES, LLC; FIDELITY NATIONAL TITLE INSURANCE COMPANY.

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2016 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6(A), 7(A), 7(B)(1), 8, 9, 11, 13, 14, 16, 18, AND 20 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON NOVEMBER 19, 2020.

DATE OF PLAT OR MAP: DECEMBER 12, 2020

I FURTHER CERTIFY THAT THIS SURVEY MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J-17.050-.052, FLORIDA ADMINISTRATIVE CODE.

JEFFREY G. HALLOCK, FLORIDA LICENSED SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 6715

CFB CIVIL & ENVIRONMENTAL CONSULTANTS, INC.

NO.	REVISIONS	DATE

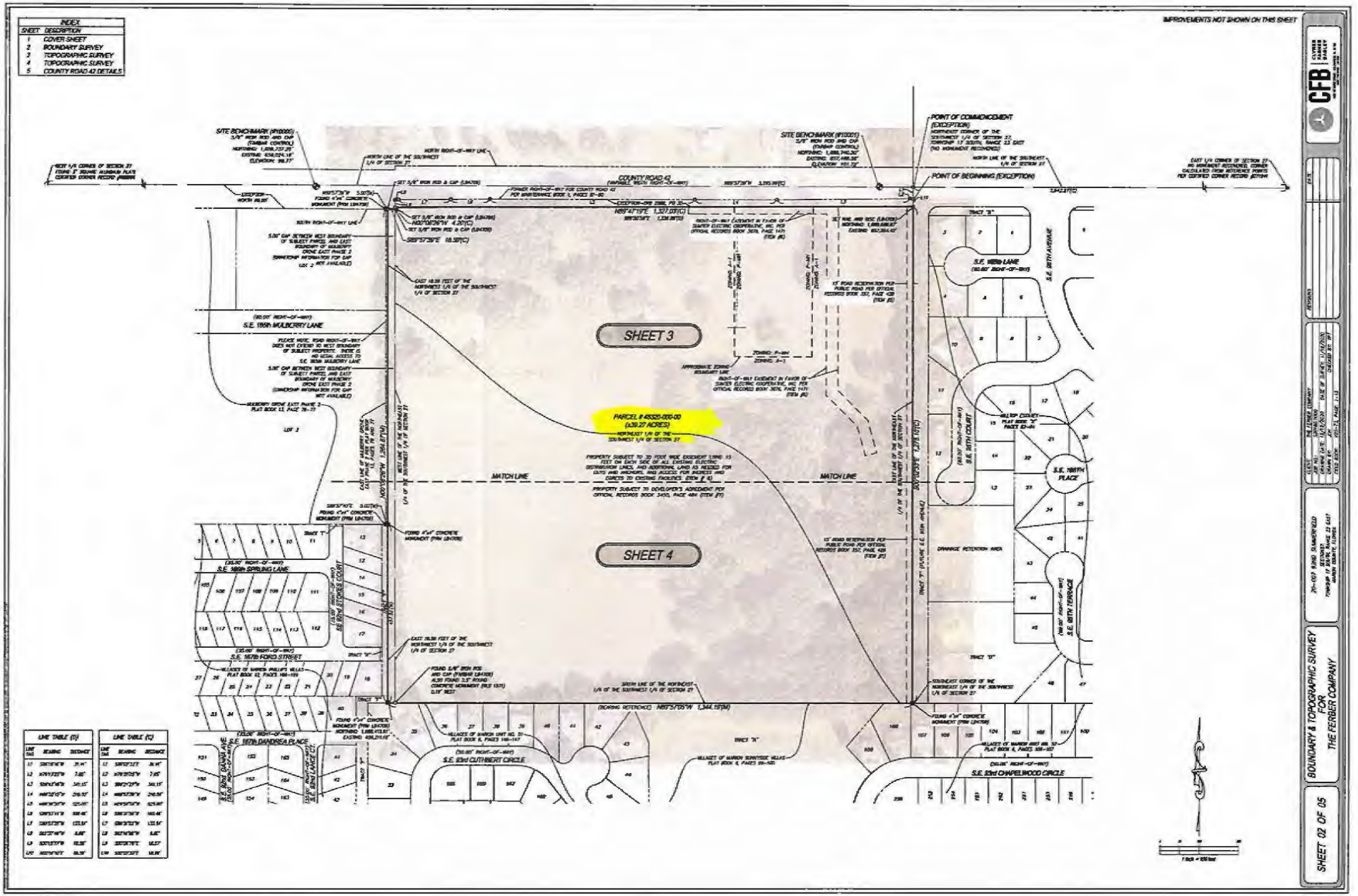
DATE OF SURVEY: 11/19/2020
DRAWN BY: JRT
CHECKED BY: JGT
FIELD BOOK: 1594, PAGE: 1-13

20-007 92nd SUMMERFIELD
SECTION 27, TOWNSHIP 17 SOUTH, RANGE 23 EAST
MARION COUNTY, FLORIDA

BOUNDARY & TOPOGRAPHIC SURVEY
FOR
THE FERBER COMPANY

SHEET 01 OF 05

1594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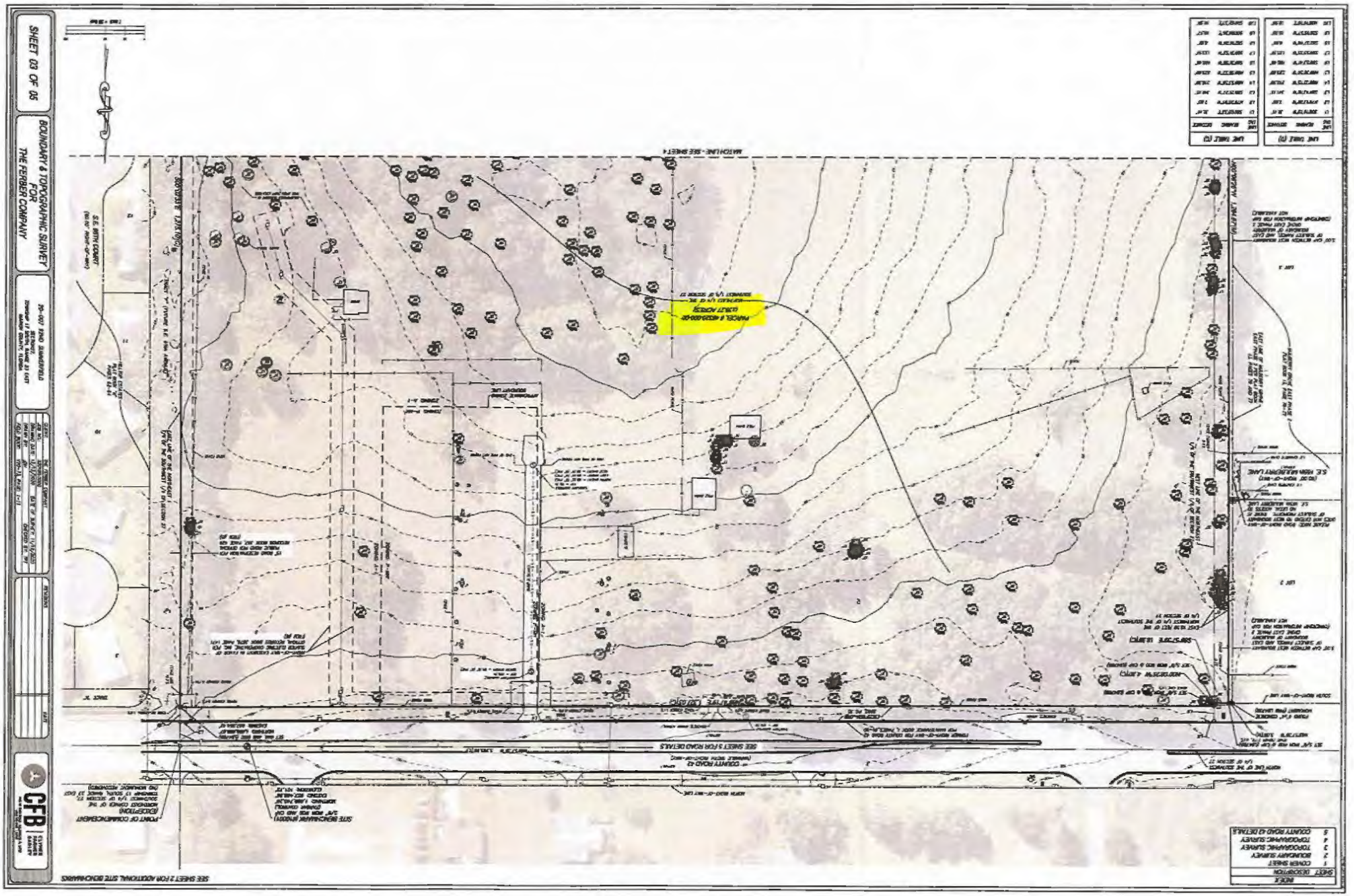
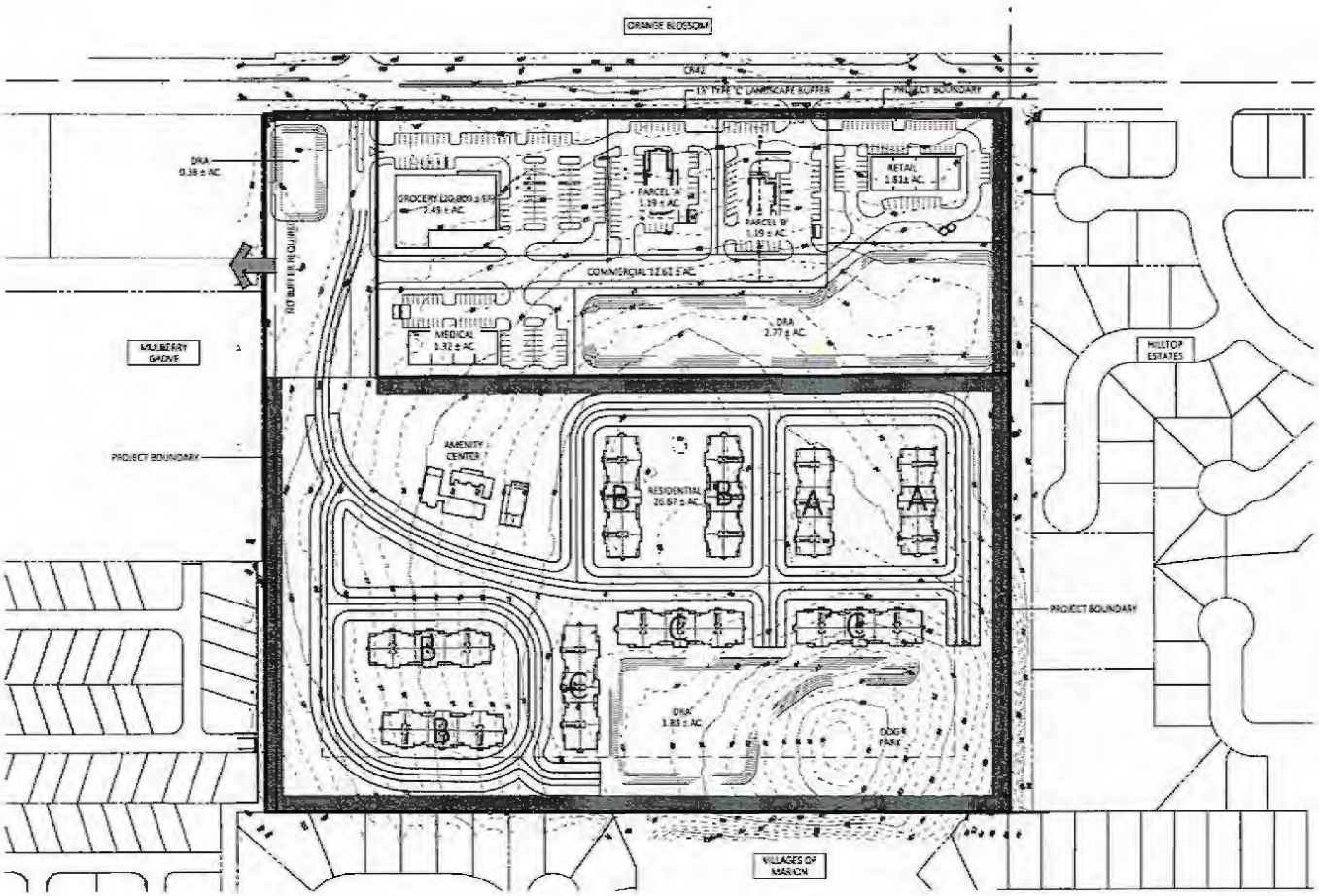
3 TOPOGRAPHIC SURVEY
4 TOPOGRAPHIC SURVEY
5 COUNTY ROAD 42 DETAILS
IMPROVEMENTS NOT SHOWN ON THIS SHEET
SITE BENCHMARK (#10000)
SITE BENCHMARK (#10001)
POINT OF COMMENCEMENT (EXCEPTION)
POINT OF BEGINNING (EXCEPTION)
COUNTY ROAD 42
SHEET 3
SHEET 4
MATCH LINE
MATCH LINE
S.E. 185th MULBERRY LANE
S.E. 186th SPRUNG LANE
S.E. 187th FORD STREET
S.E. 187th DANDREA PLACE
S.E. 92nd CUTHBERT CIRCLE
S.E. 92nd CHAPELWOOD CIRCLE
S.E. 98th AVENUE
S.E. 98th TERRACE
S.E. 98th COURT
S.E. 98th PLACE
DRAINAGE RETENTION AREA
LINE TABLE (D)
LINE TABLE (C)
CFB
BOUNDARY & TOPOGRAPHIC SURVEY FOR THE FERBER COMPANY
SHEET 02 OF 05


SHEET 03 OF 05
BOUNDARY & TOPOGRAPHIC SURVEY
FOR
THE FERBER COMPANY
CFB
SEE SHEET 5 FOR ROAD DETAILS
SEE SHEET 2 FOR ADDITIONAL SITE BENCHMARKS



SITE DATA

OWNER:
COMMERCIAL DEVELOPER: BILL ANDERSON
ADDRESS: 100 SECOND AVENUE SOUTH,
SUITE 201-N, ST. PETERSBURG, FLORIDA 33701

RESIDENTIAL DEVELOPER: JESSE HOUGHTALEN
ADDRESS: WATERMARK RESIDENTIAL
111 MONUMENT CIRCLE, SUITE 1500, INDIANAPOLIS, IN 46204

PARCELS: 48320-000-00

PROJECT AREA:

COMMERCIAL:	12.61 ± AC.
RESIDENTIAL:	26.43 ± AC.
TOTAL	39.28 ± AC.

PARKING COUNT:
RESIDENTIAL: 500 SPACES
RESIDENTIAL GARAGE BAYS: 84

LAND USE & ZONING:
FUTURE LAND USE: COMMERCIAL & MEDIUM DENSITY RESIDENTIAL
EXISTING ZONING: A-1 & R-MDI

Tillman & Associates
ENGINEERING, LLC.
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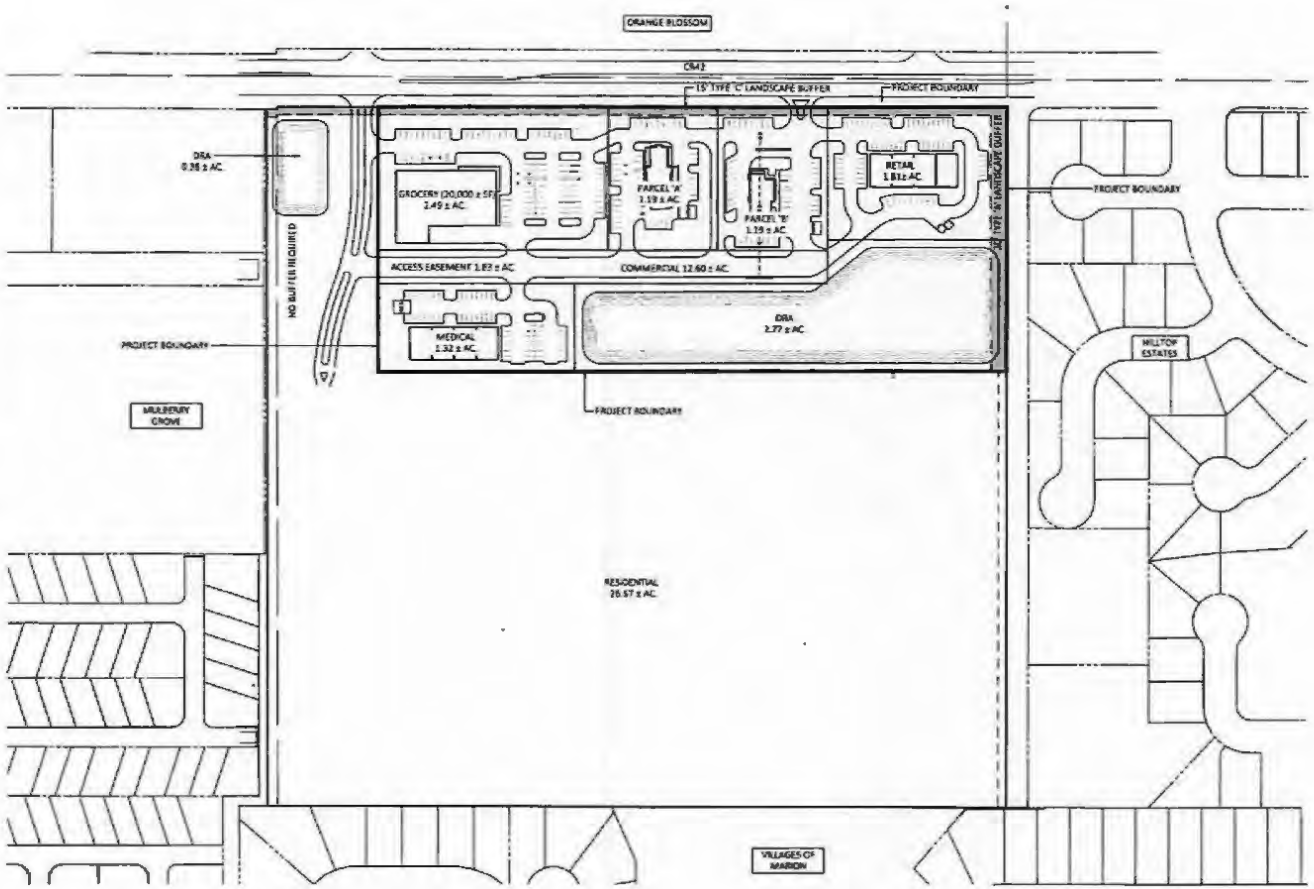
1720 SE 16th Ave, Bldg 100, Ocala, FL 34471
Office: (352) 387-4340 Fax: (352) 387-4345
CERTIFICATE OF AUTHORIZATION #3078

Watermark Concept Plan

MARION COUNTY, FLORIDA

NORTH

SCALE: 1" = 100'



SITE DATA

OWNER:
DEVELOPER: WILL ANDERSON
ADDRESS: 100 SECOND AVENUE SOUTH,
SUITE 201-N, ST. PETERSBURG, FLORIDA 33701

PARCELS: A PORTION OF 48325-000-00

PROJECT AREA:
SITE (TOTAL) = 12.60 ± AC.

LAND USE & ZONING:
EXISTING LAND USE: COM (COMMERCIAL)
FUTURES LAND USE: EC (EMPLOYMENT CENTER)(18 DU/AC)
EXISTING ZONING: A-1 & P-MH (GENERAL AGRICULTURE & MOBILE HOME PARK)
PROPOSED ZONING: PUD (PLANNED UNIT DEVELOPMENT)

DRA AREA:
PROVIDED: 2.77 ± AC.

OPEN SPACE:
REQUIRED: 7.85 ± AC. (39.29 X 0.20)
PROVIDED: 7.85 ± AC. (39.29 X 0.20)

MINIMUM BUILDING SETBACKS:
FRONT: 5'
REAR: 5'
SIDE: 5'

BUILDING HEIGHT:
50'

PROPOSED BUFFERS:
AS SHOWN ON PLAN

DENSITY:
COMMERCIAL AREA: 12.60 AC.
COMMERCIAL ALLOWABLE: 1,097,712 SQFT
COMMERCIAL SQFT REQUIRED: 78,050 FT

NOTES:
LAYOUT IS CONCEPTUAL IN NATURE AND IS SUBJECT TO CHANGE.

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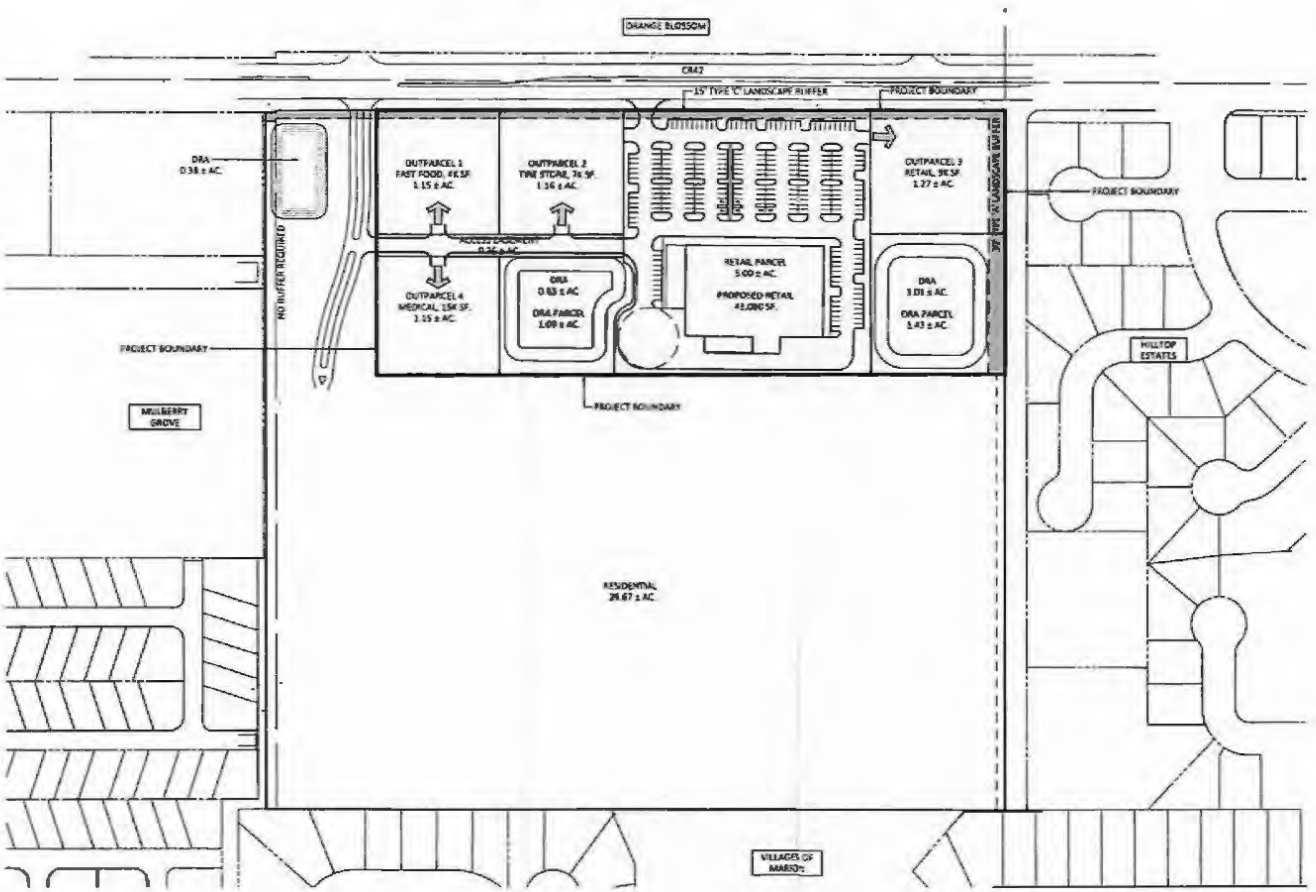
Office: (352) 387-1340 Fax: (352) 387-1345
CERTIFICATE OF AUTHORIZATION #28876

CR42 FERBER
COMMERCIAL AREA
CONCEPT PLAN - 'A'
MARION COUNTY, FLORIDA

NORTH

SCALE: 1" = 100'



SITE DATA

OWNER:
DEVELOPER: WILL ANDERSON
ADDRESS: 100 SECOND AVENUE SOUTH,
SUITE 201-H, ST. PETERSBURG, FLORIDA 33701

PARCEL: A PORTION OF 48320-000-00

PROJECT AREA:
SITE (TOTAL) = 11.60 ± AC.

LAND USE & ZONING:
EXISTING LAND USE: COM (COMMERCIAL)
FUTURE LAND USE: EC (EMPLOYMENT CENTER)
EXISTING ZONING: A-1 & P-MH (GENERAL AGRICULTURE & MOBILE HOME PARK)
PROPOSED ZONING: PUD (PLANNED UNIT DEVELOPMENT)

DRA AREA:
PROVIDED: 1.84 ± AC.

OPEN SPACE:
REQUIRED: 7.85 ± AC. (33.29 X 0.20)
PROVIDED: 7.85 ± AC. (33.29 X 0.20)

MINIMUM BUILDING SETBACKS:
FRONT: 5'
REAR: 5'
SIDE: 5'

BUILDING HEIGHT:
50'

PROPOSED BUFFERS:
AS SHOWN ON PLAN

DENSITY:
COMMERCIAL AREA: 12.60 AC.
COMMERCIAL ALLOWABLE: 1,097,712 SQFT.
COMMERCIAL SQFT REQUIRED: 78,650 FT.

NOTES:
LAYOUT IS CONCEPTUAL IN NATURE AND IS SUBJECT TO CHANGE.

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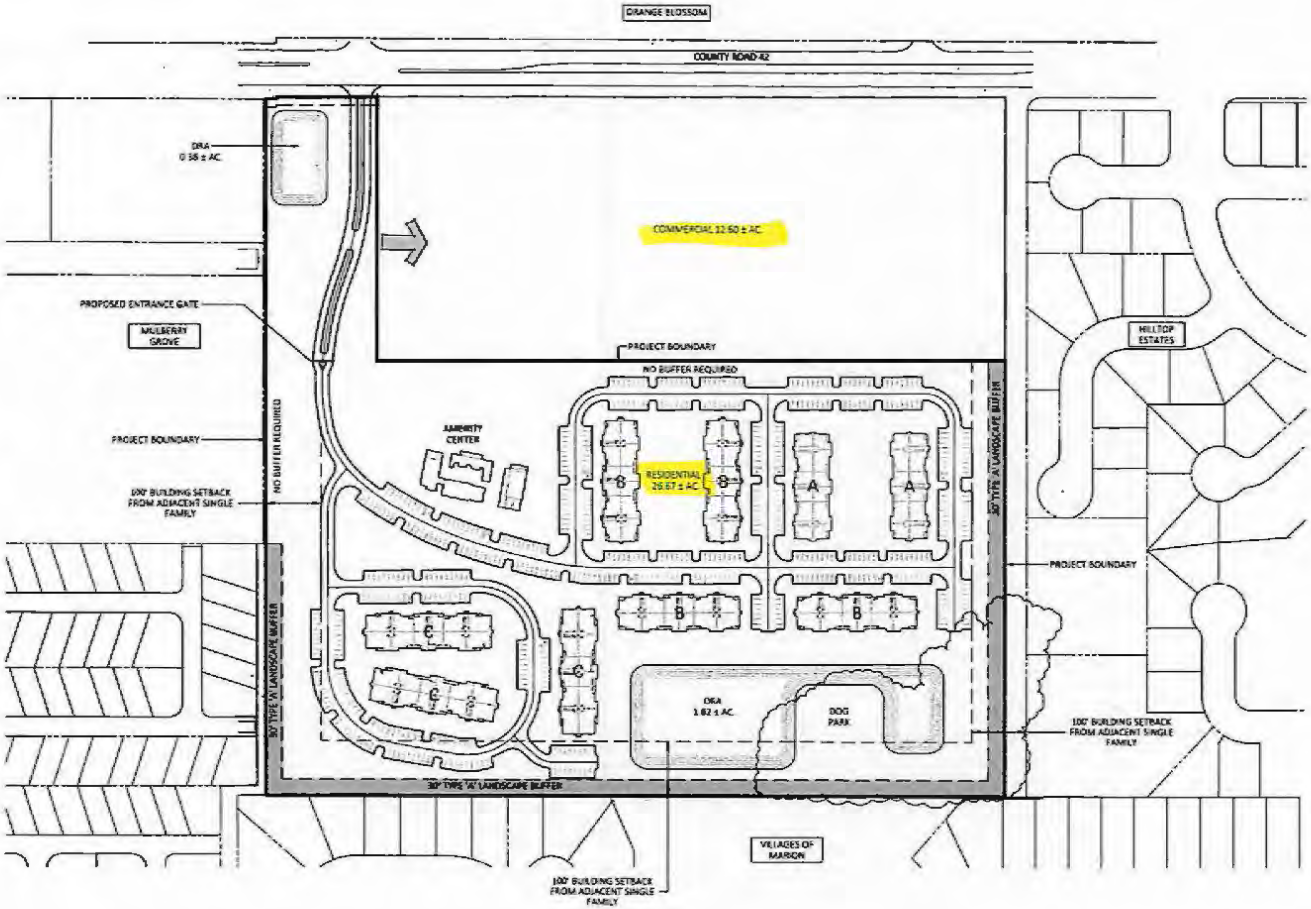
CIVIL ENGINEERING - PLANNING - LANDSCAPE ARCHITECTURE - ENVIRONMENTAL
1720 SE 16th Ave. Bldg 100, Ocala, FL 34471
Office: (352) 387-4540 Fax: (352) 387-4545
CERTIFICATE OF AUTHORIZATION #3656

CR42 Ferber
Commercial Area
Concept Plan - 'B'

MARION COUNTY, FLORIDA

NORTH

0 100' 200'
SCALE: 1" = 100'



SITE DATA

OWNER:
DEVELOPER: WATERMARK RESIDENTIAL
ADDRESS: 111 MONUMENT CIRCLE, SUITE 1500, INDIANAPOLIS, IN 46204
CONTACT: AUSTIN MANN, DEVELOPMENT

PARCEL: A PORTION OF 48320-000-00

PROJECT AREA:

COMMERCIAL (ENTRY ROAD)	= 2.22 ± AC.
RESIDENTIAL	= 24.45 ± AC.
SITE (TOTAL)	= 26.67 ± AC.

LAND USE & ZONING:
EXISTING LAND USE: COMMERCIAL & MEDIUM DENSITY RESIDENTIAL
FUTURE LAND USE: EC (EMPLOYMENT CENTERS) (16 DU/AC)
EXISTING ZONING: A-1 (GENERAL AGRICULTURE)
PROPOSED ZONING: PUD (PLANNED UNIT DEVELOPMENT)

DRA AREA:
PROVIDED: 1.82 ± AC.

OPEN SPACE:
REQUIRED: 7.85 ± AC. (39.29 X 0.20)
PROVIDED: 7.85 ± AC. (39.29 X 0.20)

MINIMUM BUILDING SETBACKS:
AS SHOWN ON PLAN

BUILDING HEIGHT:
50'

PROPOSED BUFFERS:
AS SHOWN ON PLAN

DENSITY:

RESIDENTIAL AREA	= 26.67 AC.
RESIDENTIAL ALLOWED	= 426 UNITS
RESIDENTIAL UNITS REQUESTED	= 324 UNITS

PARKING:

REQUIRED:	(324 UNITS x 1.81) = 587 SPACES
PROVIDED:	(9' X 18') = 575 SPACES
	H/C SPACES (12' X 18') = 12 SPACES
TOTAL	= 587 SPACES

NOTES:
LAYOUT IS CONCEPTUAL IN NATURE AND IS SUBJECT TO CHANGE.

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ENGINEERING, LLC.
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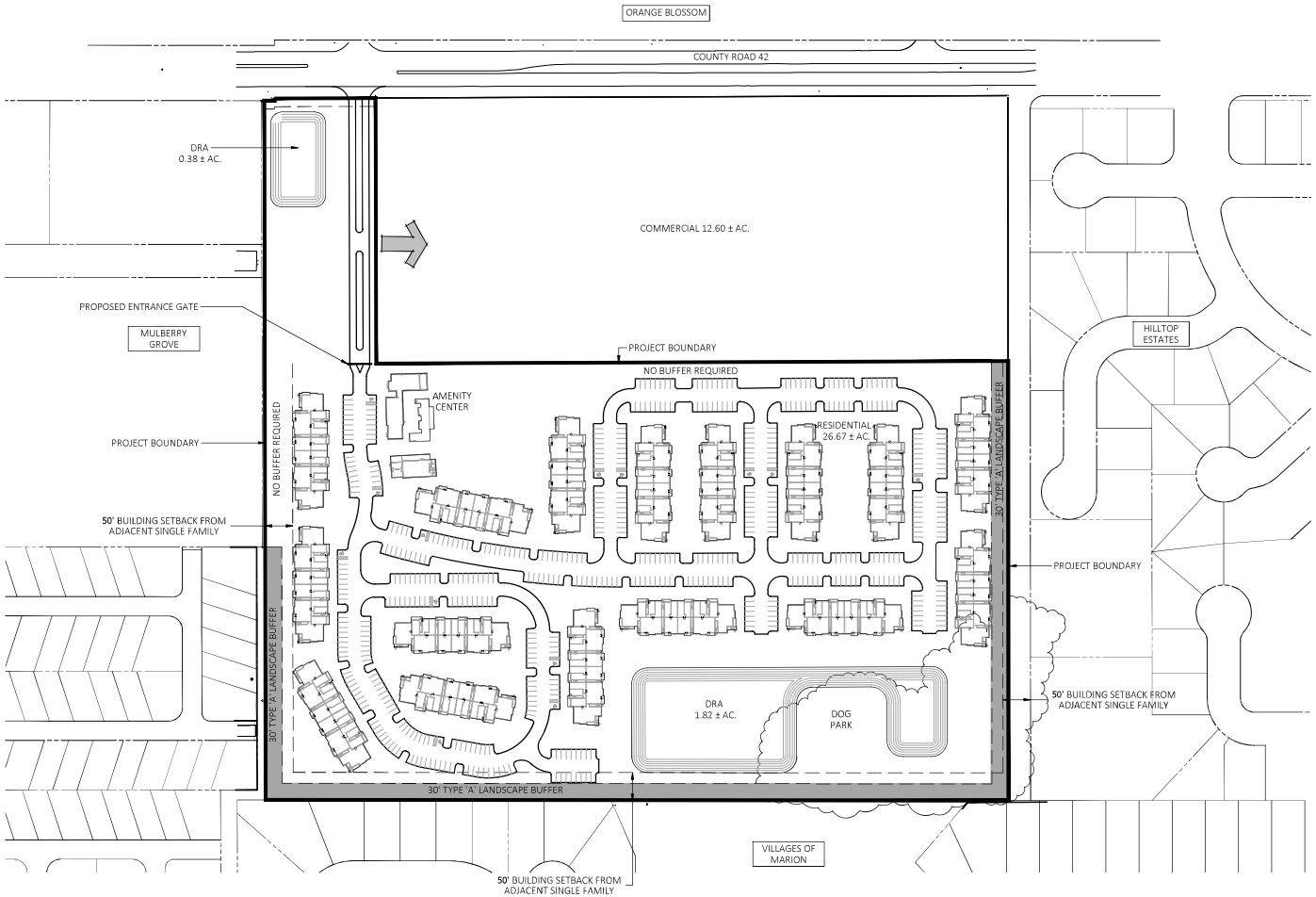
1720 SE 16th Ave, Bldg 100, Ocala, FL 34471
Office: (352) 387-4540 Fax: (352) 387-4545

Watermark 3 Story Residential Concept Plan

MARION COUNTY, FLORIDA

NORTH

SCALE: 1" = 100'



SITE DATA

OWNER:
DEVELOPER: WATERMARK RESIDENTIAL
ADDRESS: 111 MONUMENT CIRCLE, SUITE 1500, INDIANAPOLIS, IN 46204
CONTACT: AUSTIN MANN, DEVELOPMENT

PARCEL: A PORTION OF 48320-000-00

PROJECT AREA:

COMMERCIAL (ENTRY ROAD)	= 2.22 ± AC.
RESIDENTIAL	= 24.45 ± AC.
SITE (TOTAL)	= 26.67 ± AC.

LAND USE & ZONING:
EXISTING LAND USE: COMMERCIAL & MEDIUM DENSITY RESIDENTIAL
FUTURE LAND USE: EC (EMPLOYMENT CENTER) (16 DU/AC)
EXISTING ZONING: A-1 (GENERAL AGRICULTURE)
PROPOSED ZONING: PUD (PLANNED UNIT DEVELOPMENT)

DRA AREA:
PROVIDED: 1.82 ± AC.

OPEN SPACE:
REQUIRED: 7.85 ± AC. (39.29 X 0.20)
PROVIDED: 7.85 ± AC. (39.29 X 0.20)

MINIMUM BUILDING SETBACKS:
AS SHOWN ON PLAN

BUILDING HEIGHT:
50'

PROPOSED BUFFERS:
AS SHOWN ON PLAN

DENSITY:

RESIDENTIAL ALLOWED	= 427 UNITS (26.67 X 16)
RESIDENTIAL AREA	= 26.67 AC.
RESIDENTIAL UNITS REQUESTED	= 324 UNITS

PARKING

REQUIRED:	(320 UNITS x 1.81)	= 579 SPACES
PROVIDED:	(9' X 18')	= 574 SPACES
	H/C SPACES (12' X 18')	= 13 SPACES
TOTAL		= 587 SPACES

NOTES:
LAYOUT IS CONCEPTUAL IN NATURE AND IS SUBJECT TO CHANGE.

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1720 SE 16th Ave. Bldg 100, Ocala, FL 34471
Office: (352) 387-4540 Fax: (352) 387-4545
CERTIFICATE OF AUTHORIZATION #26756

#20-6117

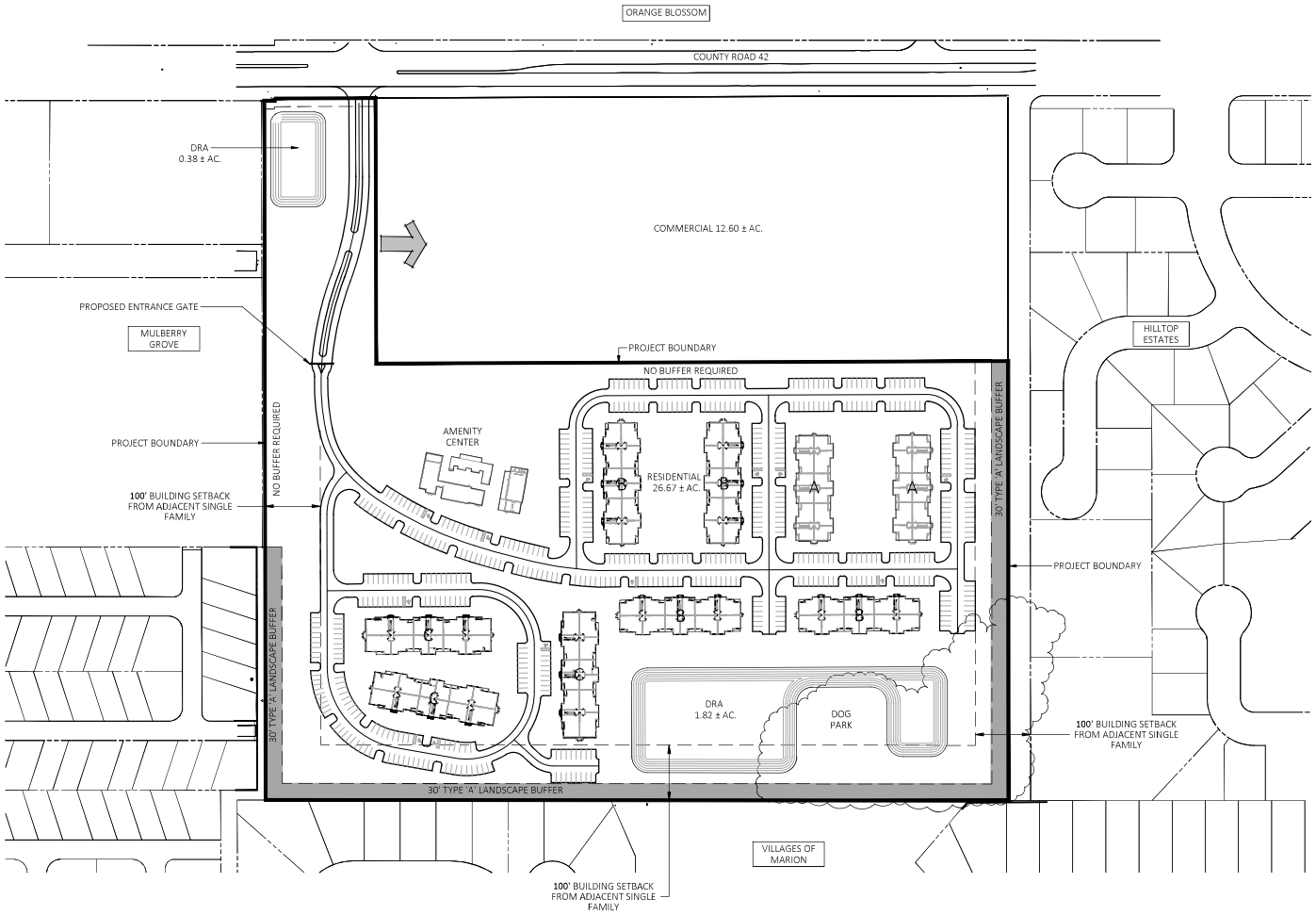
Watermark 2 Story Residential Concept Plan

MARION COUNTY, FLORIDA

NORTH

0 100' 200'
SCALE: 1"=100'

S:\Marion County\CR 42 Watermark Residential Area\PLANNING\RESIDENTIAL CONCEPT 2 Storys.dwg, 24x36 concept, 3/2/2021 5:40:18 PM



SITE DATA

OWNER:
DEVELOPER: WATERMARK RESIDENTIAL
ADDRESS: 111 MONUMENT CIRCLE, SUITE 1500,
INDIANAPOLIS, IN 46204
CONTACT: AUSTIN MANN, DEVELOPMENT

PARCEL: A PORTION OF 48320-000-00

PROJECT AREA:

COMMERCIAL (ENTRY ROAD)	= 2.22 ± AC.
RESIDENTIAL	= 24.45 ± AC.
SITE (TOTAL)	= 26.67 ± AC.

LAND USE & ZONING:
EXISTING LAND USE: COMMERCIAL & MEDIUM DENSITY RESIDENTIAL
FUTURE LAND USE: EC (EMPLOYMENT CENTER) (16 DU/AC)
EXISTING ZONING: A-1 (GENERAL AGRICULTURE)
PROPOSED ZONING: PUD (PLANNED UNIT DEVELOPMENT)

DRA AREA:
PROVIDED: 1.82 ± AC.

OPEN SPACE:
REQUIRED: 7.85 ± AC. (39.29 X 0.20)
PROVIDED: 7.85 ± AC. (39.29 X 0.20)

MINIMUM BUILDING SETBACKS:
AS SHOWN ON PLAN

BUILDING HEIGHT:
50'

PROPOSED BUFFERS:
AS SHOWN ON PLAN

DENSITY:

RESIDENTIAL AREA	= 26.67 AC.
RESIDENTIAL ALLOWED	= 426 UNITS
RESIDENTIAL UNITS REQUESTED	= 324 UNITS

PARKING

REQUIRED:	(324 UNITS x 1.81) = 587 SPACES
PROVIDED:	(9' X 18') = 575 SPACES
	H/C SPACES (12' X 18') = 12 SPACES
TOTAL	= 587 SPACES

NOTES:
LAYOUT IS CONCEPTUAL IN NATURE AND IS SUBJECT TO CHANGE.

Tillman & Associates
ENGINEERING, LLC.
CIVIL ENGINEERING - PLANNING - LANDSCAPE ARCHITECTURE - ENVIRONMENTAL
1720 SE 16th Ave. Bldg 100, Ocala, FL 34471
Office: (352) 387-4540 Fax: (352) 387-4545
CERTIFICATE OF AUTHORIZATION #26756

#20-6117

Watermark 3 Story Residential Concept Plan

MARION COUNTY, FLORIDA

NORTH

0 100' 200'
SCALE: 1"=100'

S:\Marion County\CR 42 Watermark Residential Area\PLANNING\RESIDENTIAL CONCEPT 3 Story.dwg, 24x36 concept, 3/2/2021 5:39:47 PM

20210501Z - SCHILLING/NEW DIRECTION PUD – RESIDENTIAL ARCHITECTURAL IMAGES



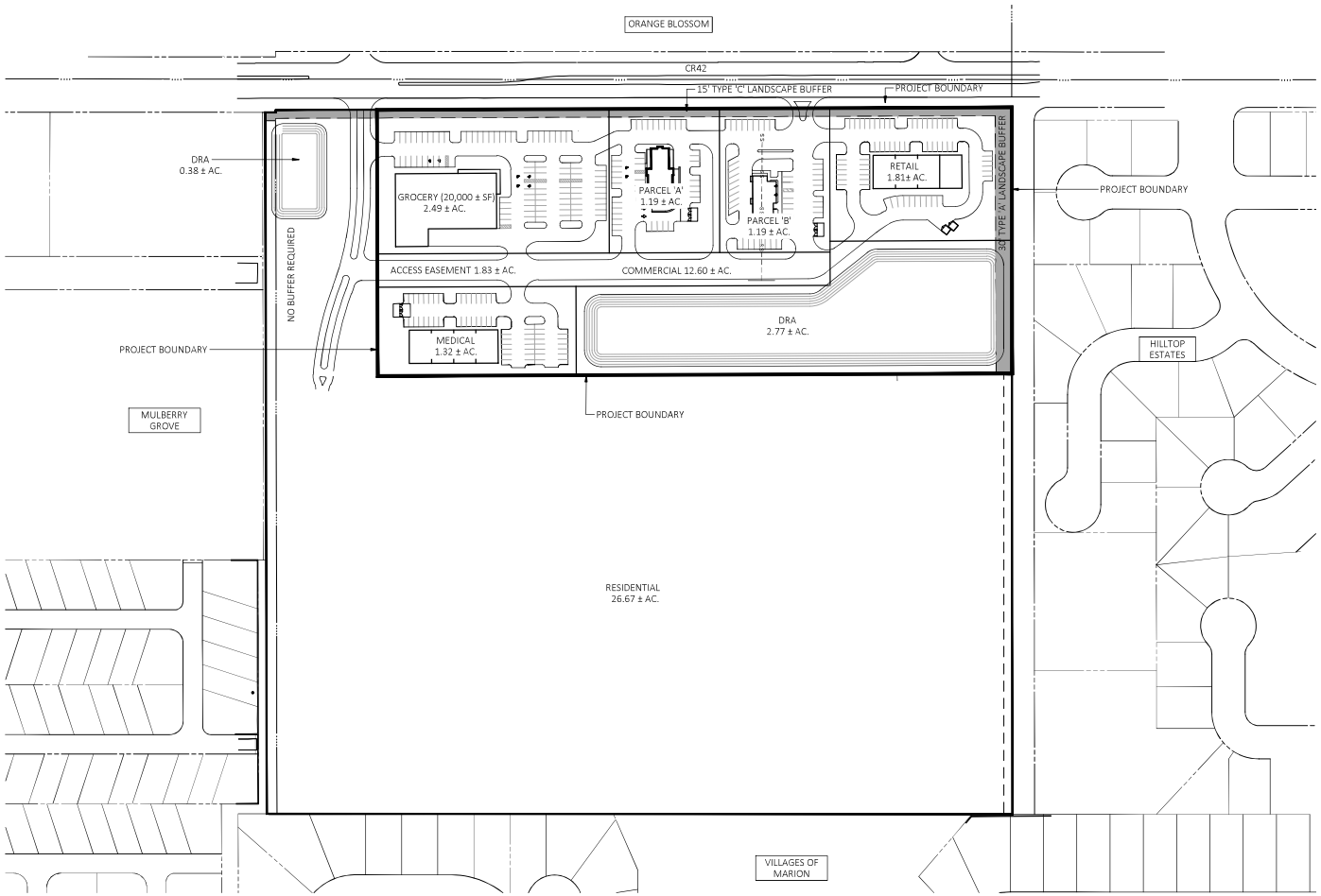












SITE DATA

OWNER:
DEVELOPER: WILL ANDERSON
ADDRESS: 100 SECOND AVENUE SOUTH,
SUITE 201-N, ST. PETERSBURG, FLORIDA 33701

PARCELS: A PORTION OF 48320-000-00

PROJECT AREA:
SITE (TOTAL) = 12.60 ± AC.

LAND USE & ZONING:
EXISTING LAND USE: COM (COMMERCIAL)
FUTURES LAND USE: EC (EMPLOYMENT CENTER)(16 DU/AC)
EXISTING ZONING: A-1 & P-MH (GENERAL AGRICULTURE & MOBILE HOME PARK)
PROPOSED ZONING: PUD (PLANNED UNIT DEVELOPMENT)

DRA AREA:
PROVIDED: 2.77 ± AC.

OPEN SPACE:
REQUIRED: 7.85 ± AC. (39.29 X 0.20)
PROVIDED: 7.85 ± AC. (39.29 X 0.20)

MINIMUM BUILDING SETBACKS:
FRONT: 5'
REAR: 5'
SIDE: 5'

BUILDING HEIGHT:
50'

PROPOSED BUFFERS:
AS SHOWN ON PLAN

DENSITY:
COMMERCIAL AREA: 12.60 AC.
COMMERCIAL ALLOWABLE: 1,097,712 SQFT
COMMERCIAL SQFT REQUIRED: 78,050 FT

NOTES:
LAYOUT IS CONCEPTUAL IN NATURE AND IS SUBJECT TO CHANGE.

Tillman & Associates
ENGINEERING, LLC.
CIVIL ENGINEERING - PLANNING - LANDSCAPE ARCHITECTURE - ENVIRONMENTAL
1720 SE 16th Ave. Bldg 100, Ocala, FL 34471
Office: (352) 387-4540 Fax: (352) 387-4545
CERTIFICATE OF AUTHORIZATION #26756

#XX-XXXX

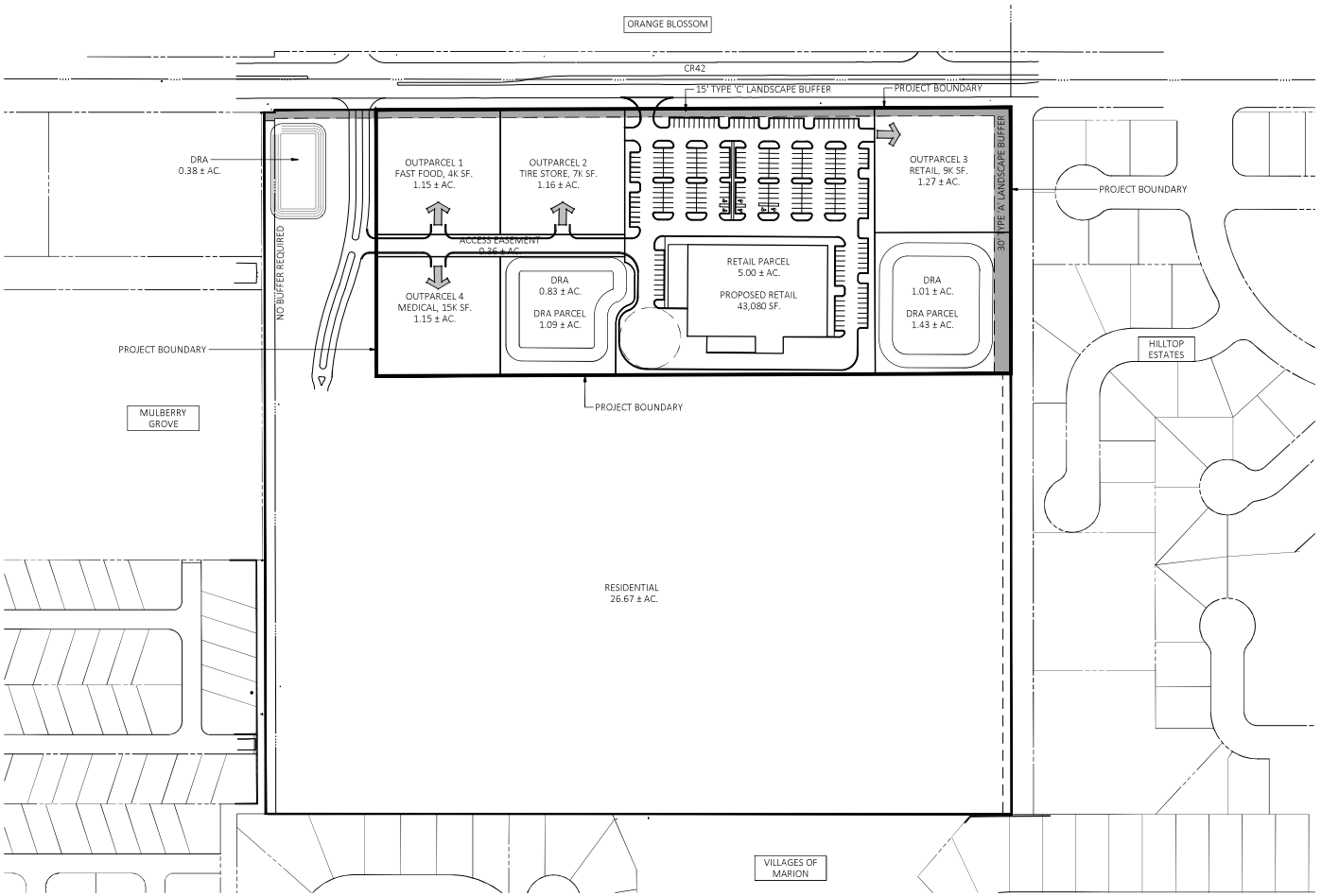
CR42 FERBER COMMERCIAL AREA CONCEPT PLAN - 'A'

MARION COUNTY, FLORIDA

NORTH

0 100' 200'
SCALE: 1"=100'

S:\Marion County\CR 42 Ferber Commercial Area\PLANNING\COMMERCIAL CONCEPT - V1.dwg, 24x36 concept, 3/2/2021 5:37:30 PM



SITE DATA

OWNER:
DEVELOPER: WILL ANDERSON
ADDRESS: 100 SECOND AVENUE SOUTH,
SUITE 201-N, ST. PETERSBURG, FLORIDA 33701

PARCEL: A PORTION OF 48320-000-00

PROJECT AREA:
SITE (TOTAL) = 12.60 ± AC.

LAND USE & ZONING:
EXISTING LAND USE: COM (COMMERCIAL)
FUTURE LAND USE: EC (EMPLOYMENT CENTER)
EXISTING ZONING: A-1 & P-MH (GENERAL AGRICULTURE & MOBILE HOME PARK)
PROPOSED ZONING: PUD (PLANNED UNIT DEVELOPMENT)

DRA AREA:
PROVIDED: 1.84 ± AC.

OPEN SPACE:
REQUIRED: 7.85 ± AC. (39.29 X 0.20)
PROVIDED: 7.85 ± AC. (39.29 X 0.20)

MINIMUM BUILDING SETBACKS:
FRONT: 5'
REAR: 5'
SIDE: 5'

BUILDING HEIGHT:
50'

PROPOSED BUFFERS:
AS SHOWN ON PLAN

DENSITY:
COMMERCIAL AREA: 12.60 AC.
COMMERCIAL ALLOWABLE: 1,097,712 SQFT.
COMMERCIAL SQFT REQUIRED: 78,050 FT.

NOTES:
LAYOUT IS CONCEPTUAL IN NATURE AND IS SUBJECT TO CHANGE.

Tillman & Associates
ENGINEERING, LLC.
CIVIL ENGINEERING - PLANNING - LANDSCAPE ARCHITECTURE - ENVIRONMENTAL
1720 SE 16th Ave. Bldg 100, Ocala, FL 34471
Office: (352) 387-4540 Fax: (352) 387-4545
CERTIFICATE OF AUTHORIZATION #26756

#XX-XXXX

CR42 Ferber Commercial Area Concept Plan - 'B'

MARION COUNTY, FLORIDA

NORTH

0 100' 200'
SCALE: 1"=100'

S:\Marion County\CR 42 Ferber Commercial Area\PLANNING\COMMERCIAL CONCEPT - V3.dwg, 24x36 concept, 3/2/2021 5:37:18 PM

20210501Z - SCHILLING/NEW DIRECTION PUD – COMMERCIAL AREA ARCHITECTURAL IMAGES	
	
	
	

Hilltop Estates Photos

Frontage along SE Hwy 42




View looking west at northern first cul-de-sac



View looking southwest to northwest/north at southern second cul-de-sac.






Mulberry Grove East Phase 2 Photos

View into site from internal commercial roadway



View south to northwest from east end of internal commercial roadway







Views of northwest from site

View of site then looking west along SE Hwy 42





View looking at Orange Blossom Hills to northwest






Views of northeast from site

View southeast to southwest (site is right side photo below)





View west along SE Hwy 42 moving clockwise (site is treed area in left photo)









To Jeff Gold, Marion County Board of County Commissioners, Chairman
From: Don Deakin, The Villages Community Development District 4 Supervisor
Re: Marion County Parcel No. 48320-000-00

Dear Commissioner Gold,

Communications have recently been received from Marion County regarding requests for planning and zoning changes to Parcel No. 48320-000-00 to enable commercial and residential development on 40-acres, (known as the Schilling property), located on the south side of County Road 42, east of the VA Clinic and The Villages Mulberry Shopping Plaza.

I attended the Marion County Planning and Zoning Board's Public Hearing held on April 26, 2021, at the request of many residents in The Villages Community Development District 4, in order to gain a better understanding of the development proposal, issues and concerns of residents. It is my understanding that this issue will now be included on the Marion County Board of County Commissioners Agenda for the Public Hearing scheduled for May 18, 2021.

According to the proposal, commercial development will occupy approximately 13 acres of frontage along CR42, with the remaining 27 acres set aside for residential development. Although it appears that there is minimal concern regarding the commercial development, there are major concerns regarding the proposed residential development.

The development would indirectly affect all 10,000+ residents living in Community Development District 4 of The Villages and many other residents living in the area outside The Villages, (but in Marion County), in a variety of ways, not the least of which include significant traffic issues.

However, the proposed residential development would have a very direct impact on the residents living in homes bordering the 40-acres, including the Villages of Woodbury (bordering the Southside), Phillips Villas (Westside), and Hilltop Estates (Eastside, outside The Villages).

As both a resident and District Supervisor, I feel I would be remiss if I did not speak up and share several key issues of concern with you on behalf of myself the other residents:

COMPARISONS ON KEY ISSUES OF CONCERN:

Surrounding Community	Proposal
Individual Homes	324 Apartments
Privately owned	Rental Units
Single-family	Multi-Family
Age-restricted	Non-age-restricted
Children: No	Children: Yes
Lifestyle: Retired	Lifestyle: Working
1-story homes	16 total 2-story buildings, Or 9 total 3-story buildings
Middle-income Housing	Affordable(?) Housing
Buffer: Woods & Pasture with board fencing	Buffer: Wall? Landscaping?
Loss of mature Oak trees	Future of trees not guaranteed
Multiple access to CR42	Restricted access to CR42

COMPROMISE:
Therefore, I encourage you to require that the residential development be limited to age-restricted, single-family, privately owned, 1-story individual homes commensurate with the surrounding communities in the neighborhood.

Respectfully submitted,

Don

Don Deakin
District 4 Board of Supervisors, (CDD4), Supervisor & Past Chairman
Amenity Authority Committee, (AAC), Chairman & District 4 Representative
Email: DRDeakin@aol.com
Phone: (352) 750-5395

"Half of knowledge is knowing where to find it, . . .
The other half is knowing what to do with it when you do find it." --Don Deakin

To: Marion County Planning & Zoning Division
2710 E Silver Springs Blvd.,
Ocala, FL 34470
zoning@marionfl.org

Date: May 5, 2021

Agenda: May 18, 2021
40 Acre Parcel 48320-000-00
Land Use Agenda Item 21-L01 and
Zoning Agenda Item 210501Z

From: Fred Didden
16906 SE 93rd Cuthbert Cir
The Villages, FL 32162
Home Parcel# R6751-037-000
fdidden@verizon.net

I own a single family home located within 300 ft. immediately south and adjacent to the the subject 40 acre parcel. I strongly object to the change of use to EC (employment center) for the entire parcel and rezoning to multifamily 2 and 3 story apartments at all.

While the North borders on Hwy 42, this 40 acre property is bordered on the East, West and South by single family, one story homes. All three communities are age restricted. I feel the high density housing units proposed do not fit with the immediately surrounding neighborhood and will negatively impact:

* School loading in the area
* Traffic Congestion on Hwy 42
* Hospital Access
* Law Enforcement
* Emergency Services
    - Police
    - Fire
    - EMS
* Utility Services
    - Water & Sewer
    - Power
* The several retention ponds may negatively affect well water immediately east of the property.
* The proposed dog walk adjacent to one retention pond may be an environmental issue as well.

Please deny this change in land use and spot re-zoning request for incompatible housing. I much prefer that the use for the south part be residential and zoning remain as it is: like use, single family, single story homes. I would prefer age restricted as well. The front part adjacent to Hwy 42 could be changed to EC and commercial use, north / south boundary appx. 1/3 to 1/2 of the property TBD.

Thank you,
FDidden
Fred Didden

40-ACRE PROPOSED DEVELOPMENT

RE:
Marion County Parcel # 48320-000-00
Case: #210501Z
#21-L01

FROM:
Holly Didden
16906 SE 93rd Cuthbert Circle
The Villages FL 32162
Parcel #R6751-037-000

I live within 300 feet of the Schilling 40-Acre subject property and have been notified of its proposed zoning change. I am writing to formally and strongly state my opposition to the zoning changes and land use of this 40-acre property known as Marion County Parcel #48320-000-00.

This property is surrounded on all three (3) habitable sides by single family, one story, age restricted homes, which the Owners, the Schilling family, should be aware of, since they appear to have owned the 40-acres since 2004. Now, the Owners are seeking a rezoning, perhaps to facilitate a contingency sale to Watermark Residential which would allow them to construct 324-427 incompatible rental units in 2-story or 3-story 50-foot-high buildings, into which they plan to inject an incompatible non age restricted population using a minimal 30' vegetation buffer zone and no barrier wall.

This outrageous plan - which is difficult to respond to since it is actually only a non-binding conceptual rendering - is presented to convince the Marion County Board of County Commissioners to grant rezoning and thus open the door to high-density incompatible development in the midst of an established senior community.

This high-density incompatible development if approved, would create - and already has created - a relentless and inevitable clash of age-related conflicts leading to anger, confrontation, complaints, and frustration resulting in more calls for intervention from county personnel, police, sheriffs and EMS as tempers and patience continue to fray leading to very destructive implications to the physical and mental health of the senior population.

Most Seniors go to bed about the time younger people are just starting to crank up, which is about 9 or 10 pm. These non-compatible lifestyles, schedules and stages of life must be considered and honored. Many of the senior homes, like mine, are very close to the property line. Some are only about10-feet from the line, and 30-feet of vegetation next to multi-story buildings is no meaningful boundary at all.

People move to age-restricted communities by choice, leaving their established lives, families and neighborhoods within the general population in order to re-establish themselves among other seniors similarly motivated. People have moved to The Villages from all over the world for a reason.

In many cases those reasons center around the sense of safety, of being among your peers who understand the changes you are going through as you age, who are forgiving, and who provide an accepting accommodating environment for those natural changes to take place without the pressures to look, act and be younger than you are able to in order to fit in or be accepted.

Age-restricted communities like The Villages and Hilltop embrace aging with dignity, grace and all the FUN you can have with peers who also have chosen this lifestyle. They offer age- appropriate amenities in a well-controlled and supportive environment for their residents. **This is important**, because not many seniors are going to fight the traffic and trudging through sand to go to the beach. A lot of seniors don't feel comfortable wearing their bathing suit which might disclose aging debilities before a crowd of younger people. But they will go to the community pools to get some sun, to socialize, to feel like they belong, seeing others similarly marked with the signs of age.

Where people put their money reveals their hearts, their deepest needs and desires. The cumulative investment - financial, emotional, time, effort, planning, et al - of all the existing resident senior citizens negatively affected by this proposed zoning change far outweighs the investment at every level of the Schilling family owners. There is an almost endless choice of places to live without coming here unless you specifically need and desire this type of age-restricted supportive community environment for your present as well as future needs: financially, spiritually, emotionally, relationally.

This proposed development inures only to the benefit of the Owners and to overwhelming harm to the existing senior population, many of whom are non-mobile and would be very hard pressed to relocate. Even now, many are unable to respond to defend against this contentious rezoning and land use onslaught which is already placing unreasonably high-performance demands on aging and debilitated seniors many of whom are over 80, not computer literate and with all the concomitant advanced age-related issues which further make us easy prey in general society.

LIST OF RELEVANT ISSUES:

1. Increased Traffic:

I have heard County Road 42 will expand coast to coast, which alone will greatly increase traffic, yet the Owners want to introduce school buses, (as well as handicap student buses), stopping and blocking traffic multiple times per day in order to accommodate these burdensome changes.

I understand Marion County may be trying to co-opt the entrance/exit at Hilltop to accommodate a traffic light on CR42 or close the turn lane and require residents to make a right Turn only when exiting Hilltop, (even if they want to go left to the Mulberry Shopping Plaza). This would force Hilltop residents to go in the opposite direction and make dangerous U-turns on the 4-lane CR42, (with speed limits of 45 mph). Obviously, this would make it more difficult for these long time senior resident owners to come and go in safety; and disrespect their right to even exist there, by taking from them, in order to give to and facilitate the Owners' unnecessarily destructive plans.

2. Impact on Schools:

Over 300 non-age-restricted apartments will have a population of variable aged minors requiring busing; plus, the inevitable wave of visiting guests at all hours to these minors et al that will be in and out of the high-density apartment complex, will add even more to traffic congestion..

3. Impact on Law Enforcement:
Nuisance calls and traffic problems will increase the need for law enforcement personnel and equipment.

4. Impact on EMS Services:
The existing senior population has their own unique set of medical issues that must be accommodated, and ambulance calls are routine and frequent here. To add 324 to 900+ additional people in this high-density development who will have different emergency needs, will impact the ability of existing seniors to receive timely assistance and will lead to need for increased personnel, equipment, supplies and facilities to handle the extra medical demand.

5. Impact on Fire services:
Where is the 3-story fire ladder truck?

6. Insufficient Buffer Zone:
No barrier wall and only 30 ft of vegetation will not be enough noise and visual isolation.

7. Out-of-Kind Housing:
Inappropriate plans which put "out-of-kind" housing in place.

8. Zoning Incompatibility:
Does not consider surrounding neighborhoods regarding building height, age-restrictions, and stability of populations.

9. Noise and Encroachment Issues:
Children and Dog Park, unenforceable quiet hours of rental apartment dwellers

10. Insufficient amenities:
For projected population within new development leading to inevitable bleed over of high-density residents invading neighboring senior amenities

11. Lack of walls:
Necessary for security and buffering.

12. **Lack of established need:**
For this type, number, and size of dwellings

13. Impact on water and sewer management:

14. EPA Issues:
Proposed Dog Park adjacent to retention pond which I believe to be unlawful as per EPA standards due to contamination from feces of dogs flowing into pond and to well water table

15. Apparent Proposed Buyer:
Watermark, if it is the same as Watermark as in Lake Nona, builds luxury apartments offering 1/1 to 3/2 bedroom and bath apartments renting for $1445-$2213 as a baseline. Watermark could easily accommodate a like-kind age-restricted plan that fits into, instead of conflicts, with the current residential population in this area.

16. Seller's Business Names
Current Owners list SE Investment, Inc. in Florida as a business address on their Application for Rezoning yet that business address is listed online as Southeast Investments, Inc. Both of these businesses are listed as permanently closed on the internet, yet the website link takes you to The Ferber Company.

17. Out of State, Non-Resident Seller:
On their Application for Rezoning, the current owner lists various names and entities such as James R Schilling and Diane T Schilling **New Direction** IRA FBO, Richard J Schilling IRA all apparently based in Wisconsin and thus seeming to have no local concerns for existing population, nor for impact of their high-density plan.

18. Similarity of Seller' Business Name to Local Drug Live-in Facility:
There is a mental illness, drug and alcohol rehab live-in facility across the street on CR42 called **New Directions/Perspectives II.** Some residents are concerned that this very unstable, possibly dangerous, drug/alcohol/mentally impaired transient population could be funneled into some of these high-density apartments representing a further potential danger to our senior population and there would be no barrier to prohibit that very unstable influx.

19. Availability of Diverse Housing:
There is already more than adequate "diversity" of housing, (non-age-restricted, high-density, multi-family, rental apartments), either currently offered and/or approved to build throughout the Tri-County area such as off Hwy 441, CR466, CR466A, and HWY 301 (south of 466).

20. Wildlife:
This parcel hosts a wide variety of wildlife species such as the Great Horned Owl, and many other birds which may also be classed as protected in various ways.

21. Home Values:
A projected 20% decrease in our existing housing values is predicted by knowledgeable realtors if these destructive plans are approved.

WHY

MARION COUNTY ZONING CHANGE & LARGE SCALE COMPREHENSIVE LAND USE PLAN AMENDMENT FOR 40-ACRES 210501Z LOCATED ON CR42 ADJACENT TO HILLTOP ESTATES

SHOULD BE DEFEATED

1. *SPOT ZONING – Keep zoning with the surrounding age-restricted single-family homes.*

The "classic" definition of **spot zoning** is "the process of singling out a small parcel of land for a use classification totally different from that of the surrounding area for the benefit of the owner of such property and to the detriment of other owners. **324 new units would permit Owners to reap large benefits while dramatically hurting Hilltop Estates owners.**

2. *JEOPARDIZE SAFETY: FIRST RESPONDERS – Fire, Ambulance, Police, Hospital*

Proposed 324 new units – 1,000 additional persons – would overwhelm capability of First Responders. The Villages, Hilltop Estates and single families/homes would be at risk.

3. *CREATE UNSAFE TRAFFIC CONGESTION*

Hwy 42 is already very busy 24/7. Proposed 324 new units – likely will add daily traffic of additional 500 vehicles – would cause a dramatic increase in traffic tie ups. Currently few opportunities on Hwy 42 to make safe left hand turns.

4. *PUT CHILDREN's EDUCATION AT RISK:*

Proposed 324 all-age units will increase the student at local schools, requiring Marion County Schools to either increase class size or hiring additional staff.

5. ***UTILITIES OVERWHELMED***

Water, Sewer, Electricity unable to provide additional volume for 324 additional units. Air quality negatively impacted by more than 324 additional vehicles.

6. ***HEED PRECEDENT: PETITION DENIED***

5 years ago land Owners attempted to initiate a similar Zoning Change/Land Use plan. The proposal was defeated.

7. ***OBEY MARION COUNTY FUTURE LAND USE OBJECTIVES***

Preserve, protect and manage the County's valuable natural resources to insure that the integrity of these areas is sustained into the future.

A) Promote the conservation and preservation of natural resources:
324 additional units result in 40 acres lost.

B) Ensure adequate services and facilities to timely serve new and existing development:
324 additional units result in a drain on current resources.

C) Protect and enhance the public health, safety, and welfare:
324 additional units result in drain on current resources.

D) Protect private property rights:
324 additional units adjacent to Hilltop Estates result in owners negatively impacted by water concerns (wells), traffic, strain on schools and increased school taxes, and need for additional first responders which could also increase taxes.

4/20/2021

Soucey, Stephanie 21-L01-210501

From: Penny Gould <pennygould53@gmail.com>
Sent: Sunday, April 25, 2021 10:37 PM
To: Marion County Zoning
Subject: April 26 public hearing - agenda items 2.1 & 2.2

Dear members of the Marion County Planning and Zoning Commission,

I am writing in opposition to the proposed change in zoning of the 39.28 acres at 9494 SE Hwy 42 in Summerfield from largely commercial and agricultural to commercial along the front and nine apartment buildings in the back.

I live in Hilltop Estates, the 55+ community which borders the property on the east. We, along with residents of The Villages, which borders the property on the south and west, are very concerned about both the amount of additional traffic of a 342 unit apartment complex, and the impact multi-family dwellings with no age restrictions will have on our quality of life - and our property values.

There has even been a conversation with a representative of the county engineering department that suggests a stop light would be needed for access to and from the property, which would eliminate our access to a left turn west onto highway 42.

We have no objection to the property being sold and developed, the plans submitted for commercial use, or single family dwellings, preferably that are also deed restricted to 55+ ownership. But adding up to 1,000 more people of all age groups will have a devastating effect on all the homeowners and residents who are already there.

Please reject this request for a change of zoning in favor of one which accommodates single family instead of multiple story, multi-family dwellings.

Thank you for your attention and consideration,

Penny Gould
16683 SE 96th Avenue
Summerfield, FL 34491

Soucey, Stephanie 21-LO1 210502

From: Murphy Smayda <fairlady2009@rocketmail.com>
Sent: Sunday, April 25, 2021 1:56 PM
To: Marion County Zoning
Subject: Fwd: email and address.pdf
Attachments: email and address.pdf; ATT00001.htm

Sent from my iPhone

Begin forwarded message:

From: Michele <fairlady2009@rocketmail.com>
Date: April 25, 2021 at 12:28:57 PM EDT
To: zoning@marionfl.orh
Subject: email and address.pdf

To whom it may concern,
I am objecting to the rezoning and land use plan for the property at 9494 SE Hwy 42 Summerfield, Fl 34491. Parcel 48320-000-00.
I am a home owner in Hilltop Estates. Mary M Smayda 16646 SE 96th Court Summerfield, Fl 34491. Sec 27 Twp 17 Rge 23 Plat book x page 062 Blk B Lot 31.
The reasons are numerous but here are a few: traffic on 42 is terrible now...I can't imagine what it would be like with 1000 more residents... most households have 2 cars so that would be ab additional 2000 vehicles. Noise...I moved into a 55 plus community for the peace and quiet that is provided by the community. I moved here because I was surrounded by 55 plus communities and we have an HOA which helps keep our property values up. Our property values will go down if apartments are built so close. Aesthetically there are no 2 or 3 story homes within miles of the property. Nothing against children or pets but I don't want them roaming around my 55 plus community and that is what will happen if this rezoning takes place. The school bus situation will be disastrous with stopping traffic on Rt 42. Please consider our situation in Hilltop Estates...most of us bought here to finish out our lives in a peaceful 55 plus community.
Thank You,
Mary Smayda

Soucey, Stephanie

From: Mary Child's <marlisechilds@gmail.com>
Sent: Saturday, April 24, 2021 4:41 PM
To: Marion County Zoning
Subject: RE: 21-I01 / 2105012 (RE-ZONING ON C.R. 42 IN SUMMERFIELD, FL)

I would like to formally object to the re-zoning proposal for the above-referenced property as an adjacent property owner for several years. I have witnessed personally the growth and increase in traffic on County Road 42 making it dangerous and at times impossible to navigate. This re-zoning and the planned construction of 300-400 multi-family structures and commercial facilities would be devastating to the existing homeowners surrounding that area. I plan to attend the meeting to be held on April 26, 2021, at which time I would like to hear how the County is planning to deal with the many problems that will be incurred if the current plans for this property are instituted. A similar plan was instituted about 5 years ago and it was shot down as not being appropriate for this area. If anything the problems are worse for this current plan to succeed.

Bruce Henry
16633 SE 96th Court
Summerfield, Fl 34491

Soucey, Stephanie

From: Mary Child's <marlisechilds@gmail.com>
Sent: Saturday, April 24, 2021 4:29 PM
To: Marion County Zoning
Subject: RE: 21-L01 / 2105012 County Road 42 iin Summerfield, FL

I am hereby advising you in writing that I strongly oppose the requested zoning change being noticed by the very small signs posted in one spot along County Road 42 for the approximate 40 acres. I am opposing this change because of many obvious reasons (some of which were the cause of a previous defeat of a similar request about 5 years ago). I am currently residing on property located adjacent to the subject property and know first hand the dangerous, unsafe and unresolved traffic problems currently in existence at the subject location without adding 300 to 400 additional residential units and additional commercial. sites. In addition, the planned multiple family structures proposed are not conducive with other single family, over 55 residential properties surrounding this property. This property is not near schools or bus routes as well and there are no other facilities planned for children. I believe this would also put a strain on our water system, utilities and our police and fire responders. I will be attending the Planning and Zoning Committee meeting on April 26, 2021 at 5:30 pm. I hope you will be able to provide comments on the concerns I have raised.

Mary L. Childs,
16633 SE 96th Court
Summerfield, FL 34491

Soucey, Stephanie

From: Debbie Tiernan <jgt.dmt2005@rocketmail.com>
Sent: Saturday, April 24, 2021 12:00 PM
To: Marion County Zoning
Subject: Objection to zoning change

We are objecting to the zoning change proposal file #2021-2767, agenda 2.1., James and Diane Schilling. It would dramatically increase population, traffic & congestion.

James and Deborah Tiernan
16898 SE 96th Chapelwood Circle
The Villages, Fl 32162
Unit 52 Lot 98

Soucey, Stephanie

From: Gary And Loretta <the2mids@gmail.com>
Sent: Wednesday, April 21, 2021 10:21 AM
To: Marion County Zoning
Subject: Rezoning 21-L01. 210501Z

Outside 200'

We are residents of Hilltop Estates,a private property, deed restricted, age restricted 55 plus community. We own Lot B33 in Hilltop. Our address is 16668 SE 96th Ct, Summerfield Fl 34491.

We strongly OBJECT to rezoning request.

Our objections include it will not be age restricted and that is why we bought our property, along with traffic will pick up and having to possibly turn ONLY right out of subdivision. More school bus stops, and possible increase in taxes.

WE OBJECT!
Gary and Loretta Middleton
16668 SE 96th Ct
Summerfield, Fl 34491
217 473 8942

324 additional units result in a drain on current resources.

C) Protect and enhance the public health, safety, and welfare:

324 additional units result in drain on current resources.

D) Protect private property rights:

324 additional units adjacent to Hilltop Estates result in owners negatively impacted by water concerns (wells), traffic, strain on schools and increased school taxes, and need for additional first responders which could also increase taxes.

Respectfully,

Denise and Andrew Kresch
Parcel Number: Sec 27 TWP 17 RGE 23 PLAT BOOK X Page 062
Tax Account number: R48333-001-09
Hilltop Estates Block A Lot 9
16563 SE 96th Court
Summerfield, FL 34491
m: 808.866.7357
e: akresch1@gmail.com

Soucey, Stephanie

From: Marion County, FL website <noreply@marionfl.org>
Sent: Friday, April 23, 2021 2:01 PM
To: County Commissioners
Subject: *NEW SUBMISSION* Contact us - Commissioners

Follow Up Flag: Follow up
Flag Status: Completed

Contact us - Commissioners

Submission #: 894945
IP Address: 3.15.163.186
Submission Date: 04/23/2021 2:00
Survey Time: 13 minutes, 58 seconds

no name
no address

You have a new online form submission.
Note: all answers displaying "*****" are marked as sensitive and must be viewed after your login.

Email your comments, questions, and suggestions.

You can use this form to email your comments or notify us of any concerns which you may have. Please enter a valid email address where we may contact you. If you do not wish to be contacted via email, you may include your address and phone number in the comments area. Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, please do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Email address

admmls@aol.com

Comments

I am writing to you because I am concerned about a rezoning request: 21-L01 21001Z I have read the paper work on the request and am concerned over several items. First there will be a great increase in traffic on Hwy 42. This proposal calls for adding 324 multi-family living units. I may be premature but has a traffic study been completed? Another concerning factor is there is only one entrance and exit for the lower portion and one access to the upper commercial area.

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Thank you,
Marion County, FL

This is an automated message generated by the Vision Content Management System™. Please do not reply directly to this email.

Soucey, Stephanie 20-L01 / 210501Z

From: Anthony Cipriano <tonyc7145@yahoo.com>
Sent: Thursday, April 22, 2021 8:16 PM
To: Marion County Zoning
Subject: Zoning Change

Please keep the zoning area of the Watermark Residential Concept Plan unchanged for age restricted seniors 55 years and older. I live next to this proposed site In Hilltop Estates. My wife and I are in our 70's and are afraid of what could be with children and teenagers so close. We don't have a problem with proposed housing if it is only for age restricted adults.

Sincerely,

Outside 200'

Anthony M Cipriano
Hilltop Estates HOA
9637 Se 165th Lane
Summerfield, FL 34491

Soucey, Stephanie 21-L01/2105012

From: Ben Brown <ben@blbflight.com>
Sent: Thursday, April 22, 2021 8:04 PM
To: Marion County Zoning
Subject: Highway 42 Development

This email is to express our strong opposition to the proposed development plans on the 39 + acres on highway 42 in Summerfield..a zoned single family and commercial plot of land. Two and three story apartment buildings are not the right application for that lot. Traffic control, noise, a reduction of our land values, potential water supply issues and other factors are not conducive to this rezoning request.

Please do not allow this zone change..keep it as written years ago.

Benjamin Brown lot D11
Hilltop Estates
9671 SE 167 PL
Summerfield, FL 34591

Outside 200'

Soucey, Stephanie

From: Teresa <ktbug124@yahoo.com>
Sent: Wednesday, April 21, 2021 9:54 AM
To: Marion County Zoning
Subject: Rezoning 21-L01. 210501Z

Within 300!

I am a resident of Hilltop Estates, a private property, deed restricted, age restricted 55 plus community. I own Lot B11 which is within 300 feet of proposed zoning change. My back yard property backs up to the proposed rezoning request property.

I strongly object to the proposed rezoning requests !!!!!!!

My concerns include this is a proposed no age restrictions property for 324 multi family residents. This whole area is surrounded by 55 plus residential areas. The idea of having 2-3 story residential units and commercial units will take away the peace and tranquility of the property I own.
A major increase in residents will increase traffic. Proposed talk is rerouting our traffic pattern from out of Hilltop to no longer be able to turn left on Rt 42. This means I would have to turn right then travel down 42 to make a U turn to go west on 42 Unless we allow an access road to the property in question. This will Be difficult with RVs.
Traffic pattern will be disrupted by more school bus stops to that area. A proposed access to Hilltop via a road to our first cul de sac adjacent to the property will open our private area to the public. This becomes a concern for more criminal acts and safety issues. Taxes may increase for school buses, first responders etc.

I do NOT support this rezoning request!!!

Teresa Daniels
16624 SE 95th Ct
Summerfield Florida
Lot B11

Sent from my iPhone

Soucey, Stephanie

From: RichandLinda Deming <rldeming1@gmail.com>
Sent: Wednesday, April 21, 2021 6:34 PM
To: Marion County Zoning
Subject: 21-L01 and 210501Z

zoning@marionfl.org

Re: 21-L01 & 210501Z - James R and Diane T Schilling, ET AL

Planning and Zoning Committee

First Public Hearing - 04/26/2021 @ 5:30 pm

From: Richard and Linda Deming Made 200'

16671 SE 92nd Stokes Ct

The Villages, Florida

Parcel Number – 6719-012-000

We have some concerns about the planned project. We knew that the land behind us and to our side would someday be developed. Our experience in The Villages has shown that new commercial areas were well landscaped and gave adjacent neighborhoods privacy and separation from the new buildings. In this case we don't know the owners. I do see on the documents that the developer is listed as Watermark Residential of Indiana. Their development work has produced some beautiful results. I hope that their involvement will mean similar results as those we have seen their web site.

So we have pros, cons and wishes.

Pros -

The Villages area is always in need of more employees.

New retail shops are a benefit for all local residents.

Full time residents are a plus to all local restaurants and stores.

Cons -

Our privacy will become greatly diminished.

Our property resale value will be reduced.

More residents mean more vehicles on the roads.

More residents mean more children in schools.

The stores will be busier.

Wishes -

Please leave the big oak trees along the property line.

Use the 3 story plan you describe for less personal impact. ie. 100 foot setback, buildings further back and toward the center of your property.

Please don't build right along the property line so that your residents look out their windows and stare directly into our homes.

Richard and Linda Deming

Marion County Planning & Zoning Division
2710 E Silver Springs Blvd.,
Ocala, FL 34470
zoning@marionfl.org

April 26, 2021

Land Use agenda item 21-L01 and
Zoning agenda item 210501Z

Fred Didden
16906 SE 93rd Cuthbert Cir
The Villages, FL 32162
Parcel# R6751-037-000
fdidden@verizon.net

My wife and I own a single family home located within 300ft. It located immediately south and adjacent to the the subject agenda land use and rezoning property. **I strongly object to the change of use** to EC (employment center) and rezoning to multifamily 2 and 3 story apartments. I much prefer that the zoning remain as like use, single family, single story homes.

While the North borders on Hwy 42, this 40 acre property is bordered on the East, West and South by single family, one story homes. All three communities are age restricted.

I feel the high density housing units proposed will negatively impact:
*Schools
*Hospitals
*Law Enforcement
*Traffic Congestion
*Emergency Services
- Police
- Fire
- EMS

*Utility Services
- Water & Sewer
- Power

Please deny this change in land use and spot re-zoning request.

Thank you,
FDidden
Fred Didden

Petition to object to zoning changes (~~210510Z~~). 210501Z & 21-L01

Marion County Planning and Zoning Division

2710 East Silver Springs Blvd., Ocala FL 34470

Petition summary & background To protect the assets, character, and quality of life in the County by following the County's Comprehensive Plan 2035. Please see

Action petitioned for attached partial list of concerns .

Printed Name	Signature	Address	Parcel #	Prop. Within 300 ft	Date
James P. Kanaley	James P. Kanaley	9672 SE 167th PL	~~R48333-002~~ B-55	Yes No (No)	4/22/21
JULIA KANALEY	Julia Kanaley	9672 SE 167th Pl	R48333-002-B-55	No	4/22/21
JUDITH BIZER	Judith A. Bizer	9547 SE 165th Lane	R483330 003 B1	yes	04-23-21
Debbie Gilpatrick	Debbie Gilpatrick	9640 SE 165th Lane	R48333 003 C7	NO	4-23-21
Ronald Gold	Ronald L. Gold	16683 SE 96th Ave	R48333-002 B60	No	4-23-21
MARJORIE MURRAY	Marjorie Murray	9656 SE 167 Pl	R48333-002 -53	NO	4/23/21
GEORGE F MURRAY	George F. Murray	9656 SE 167th PL	R48333-002 -53	NO	4/23/21
SONIA RASO	Sonia Raso	9640 SE 167th P	R48333 002 B51	No	4/23/21
JACK RASO	Jack Raso	9640 SE 167TH PL	R48333 002 B51	No	4/22/21
GLORIA PARADIS	Gloria Paradis	9616 S.E. 167 PL	~~R4713-184-001~~ R48333-002-38	NO	4-25-21
KEITH SCHMID		9615 SE 167 PL	R48333-002-38	NO	4/25/21
Bonnie Schmid	Bonnie Schmid	9605 SE 167th PL	R48333-002-38	NO	4/25/21

RB

Petition to object to zoning changes (~~210510Z~~). 210501Z #21-L01

Marion County Planning and Zoning Division

2710 East Silver Springs Blvd., Ocala FL 34470

Petition summary & background	To protect the assets, character, and quality of life in the County by following the County's Comprehensive Plan 2035. Please see attached partial list of concerns .
Action petitioned for	We, the undersigned, are concerned citizens who urge our leaders to act now to deny the request for zoning changes for 9494 SE HWY 42, Summerfield.

Printed Name	Signature	Address	Parcel #	Prop. Within 300 ft Yes No	Date
JACKIE W FILLMORE	Jackie W. Fillmore	16632 SE 96 CT Summerfield	~~R48333-002~~ R48333-002-30	No	4-22-21
Caryline Fillmore	Caryline Fillmore	16632 SE 96th CT Summerfield	R48333-002 30	No	4-22-21
PAT TIMM	Pat Timm	16664 SE 97th Ct. Summerfield	48333-001 B61	NO	4-22-21
PAUL TIMM	Paul Timm	16664 SE 97th Ct Summerfield	48333001 B62	NO	4-22-21
Irene Marsh	Irene E. Marsh	16672 SE 97th Ct Summerfield	48333001 B62	No	4-22-21
Gary Marsh	Gary D Marsh	16672 SE 97th Ct Summerfield	48333-001 B61	No	4-22-21
Lucille Moniz	Lucille Moniz	9680 SE 167th PL Summerfield	48333-002 B56	No	4-22-21
MARIE BAYYAT	Marie Bayyat	16743 96th SE Summerfield	48333-003 B58	NO	4-22-21
Loree Jones	Loree Jones	9664 SE 167 PL Summerfield	48333 002 B54	NO	4-22-21
GEORGE F. MAXWELL	George F. Maxwell	9651 SE 167th PL Summerfield	48333002 D9	NO	4-22-21
CECELIA FORMISANO	Cecelia Formisano	9574 S.E 165th Lane Summerfield	48333-0003-01	NO	4-22-21
DOMINICK FORMISANO	Dominick Formisano	9574 S.E 165th Lane Summerfield	48333-0003-01	No	4-22-21

Acc 41

Petition to object to zoning changes (210518Z). # 21-201

Marion County Planning and Zoning Division

2710 East Silver Springs Blvd., Ocala FL 34470

Petition summary & background To protect the assets, character, and quality of life in the County by following the County's Comprehensive Plan 2035. Please see attached partial list of concerns .

Action petitioned for

Printed Name	Signature	Address	Parcel #	Prop. Within Yes	Prop. Within No	300 ft Date
RALPH CLEMONS	Ralph Clemons	SUMMERFIELD, FL. 34491 9529 SE 165TH LANE	R48333-002 1 03	Yes		
Marilyn McCoy	Marilyn McCoy	SUMMERFIELD FL 16635 SE 95 Ct.	R48333-002-15	yes		yes 4/22/21
TERRY McCoy	Terry McCoy	SUMMERFIELD FLA, 16635 SE 95 Ct	R48333-002-15	yes		yes 4-22-21
BARBARA Spiller	Barbara Spiller	SUMMERFIELD FLA, 16571 SE 95th COURT	R48333-002 B16	yes		yes 4-22-21
Ralph Spiller	Ralph Spiller	165 SE 95th Ct SUMMERFIELD FLA	R48333-002 B16	yes		Yes 4/22/21
LINDA McMANUS	Linda McManus	9568 SE 166th Pl Summerfield FL 34491	R48333-002-23	yes		yes 4/22/21
BARBARA BURNETT	Barbara Burnett	7574 SE 166th Summerfield FLORIDA	R48333-002 B26	~~Yes~~	No	No 4-22-21
Andrew ELY	Andrew Ely	9610 SE 166th Place Summerfield FL 34491	R48333-002 B28		No	No 4/22/21
Catherine Rebilas	Catherine Rebilas	16649 SE 96 CT SUMMERFIELD FL	R48333-002 B03		No	No 4/22/21
MANUS	Linda Manus	16667 SE 96th CT	R48333-002 D-5		No	4/23/21
Rosalie McCallum	Rosalie McCallum	Summerfield 9588 SE 165th Ln.	R48333-0003-02		No	4/23/21
Saundra Andrus	Saundra Andrus	Summerfield 9630 SE 165th Lane	48333-003-LOT C3+4		No	

PB

210501Z & 21-201

Petition to object to zoning changes (~~210510Z~~).
Marion County Planning and Zoning Division

5:30 MON. 2710 East Silver Springs Blvd., Ocala FL 34470

Petition summary & background To protect the assets, character, and quality of life in the County by following the County's Comprehensive Plan 2035. Please see

Action petitioned for attached partial list of concerns .

Printed Name	Signature	Address	Parcel #	Prop. Within Yes	No	300 ft	Date
Pauline Keple	Pauline Keple	Summerfield, FL 16565 - SE 96th Ave	~~48333.003~~ 48333.003 16		no		4/22/21
William Keple	[illegible] Keple	SUMMERFIELD FL 16565 SE 96th Ave	48333 002 16		no		4/22/21
Berni St George	[illegible]	16563 SE 96th Summerfield Fl	48333003 C17		no		4-22/21
Annette St George	Annette St George	16563 SE 96th Ave Summerfield Fl.	48333003 C17		no		4-22-21
Ernest Andrus	Ernest Andrus	9630 S.E. 165 LANE Summerfield	48333 003 C-3 C4 02		no		4-22-21
Jerry Dufresne	Jerry Dufresne	16566 SE 96th CT Summerfield Fl 34491	483 330-002 C8		No		4-22-21
Betty Lewandowski	Betty Lewandowski	16582 SE 96th CT Summerfield, Fl 34491	483330002 C9		NO		4-22-21
John Lewandowski	John Lewandowski	16582 SE 96th CT Summerfield, Fl 34491	48333 0N C9 002		NO		4-22-21
Debra E Emmerson	Debra E. Emmerson	16651 SE 97th CT Summerfield FL 34491	R48333001 A15		No		4-22-21
Lois Shank	Lois Shank	16613 SE 96th Ave Summerfield	R48333-003 C-10		No		4-22-21
Bill Shank	Bill Shank	16613 SE 96th Ave Summerfield	R48333-003 C-10		No		4-22-21
Theresa Parise	Theresa Parise	16681 SE 96th Ct. Summerfield	R48333001 D-6		No		4-22-21

Px

Petition to object to zoning changes (~~210510Z~~). 210501Z & 21-601

Marion County Planning and Zoning Division

2710 East Silver Springs Blvd., Ocala FL 34470

Petition summary & background To protect the assets, character, and quality of life in the County by following the County's Comprehensive Plan 2035. Please see

Action petitioned for attached partial list of concerns .

Printed Name	Signature	Address	Parcel #	Prop. Within 300 ft Yes No	Date
TINA Bell	Bettina A Bell	9573 SE 165th LN	R48333- lot A1	No	4/21/21
NA Sandra Miller	Sandra Miller	16717 SE 95th tev		NO	4/25/21
PATRICK STEFANO	Patrick P Stefano	9589 SE 165TH LN.	R48333- LOT 003	~~Yes~~ No	4-21-21
Betty Henderson	Betty M Henderson	9619 SE 165th Lane	R48333-004 Lot A-4	~~Yes~~ No	4-21-21
Henry RODRIGUEZ	[illegible]	16655 95th ct	R48333- Lot B12	~~Yes~~ No	4 21 21
Robert Van Horn	Robert L Van Horn	16640 SE 95th Ct	R48333- 002 B12	YES ~~Yes~~ ~~No~~	4/22/21
Lana VanHorn	Lana VanHorn	16640 SE 95th Ct	R48333- 002 B12	yes	4/22/21
Judy HAZARD	Judy Hazard	16561 SE 95th Ct	R48333 B17	yes	4/22/21
SUE HANNA	Sue Hanna	9575 SE 166th Place	R48333- B20	yes	4/22/21
Trudy Ward	Trudy Ward	9567 SE 166th Place	R48333- B23	yes	4/22/21
Jim Spence	Spence	9551 SE 166th PLACE	R48333 B23	yes	4/22/21
Gary McConnell	Gary McConnell	9552 SE 166th Pl.	R48333 B24	yes	4-20/21

Petition to object to zoning changes (~~210510Z~~). 210501Z #21-20

Marion County Planning and Zoning Division

2710 East Silver Springs Blvd., Ocala FL 34470

Petition summary & background	To protect the assets, character, and quality of life in the County by following the County's Comprehensive Plan 2035. Please see attached partial list of concerns .
Action petitioned for	We, the undersigned, are concerned citizens who urge our leaders to act now to deny the request for zoning changes for 9494 SE HWY 42, Summerfield.

Printed Name	Signature	Address	Parcel #	Prop. Within 300 ft	Date
Rick Reynolds	Rick Reynolds	16551 SE 96TH, Summerfield, FL	R48333-002 18	Yes No No	4/22/21
CHARLOTTE Stefano	Charlotte Stefano	9589 SE 165 Summerfield Lane	R4833-002 03	No	4-22-21
TERESA RUIZ	Teresa Ruiz	16611 SE 96th Ct Summerfield	48333 002 13	NO	4-22-21
JOANN MILLER	JoAnn Miller	16619 SE 96th Ct Summerfield	48333 002 A 13	NO	4-22-21
Joanne Lounsbury	Joanne H. Lounsbury	16633 SE 96th Ave.	48333002 A 14	No	4-22-21
Carole Goggin	Carole Goggin	16671 SE 97th Ct Summerfield	48333-002 A 17	no	4.22.21
Chris Dehn		16754 SE. 97th Ct Summerfield	48333002 367	NO	4-22-21
Paula DellaRocco	Paula DellaRocco	16723 SE 96th Ct.	48333-004-08	NO	4.22.21
Dorothy Cross		16627 SE 96TH CT	48333 001 D-1	NO	4-22-2021
Dawn Johnson	Dawn Johnson	16701 SE 96th Ave	48333 003 B59	No	4-22-21
Allen Johnson	Allen Johnson	16701 SE 96th Ave	48333003 B59	no	4-22-21
C/O AXNE MARTIN	MA Joanne Martin	16749 SE 96th Ave Summerfield	48333 03 B57	NO	4/22/21

SBR

Petition to object to zoning changes (~~210510Z~~). 210501Z # 21-201

Marion County Planning and Zoning Division

2710 East Silver Springs Blvd., Ocala FL 34470

Petition summary & background	To protect the assets, character, and quality of life in the County by following the County's Comprehensive Plan 2035. Please see attached partial list of concerns .
Action petitioned for	We, the undersigned, are concerned citizens who urge our leaders to act now to deny the request for zoning changes for 9494 SE HWY 42, Summerfield.

Printed Name	Signature	Address	Parcel #	Prop. Within 300 ft	Date
ROBERT RIEDEL	Robert Riedel	16669 S.E. 95TH TER., SUMMERFIELD	R48333-002-41	Yes No NO	4-21-21
Kathleen Riedel	Kathleen Riedel	16669 SE95th Terr Summerfield	R48333-002-41	NO	4-21-21
James Parks	James K. Parks	16681 SE 95 Ter Summerfield	R48333-002-40	NO	4/21/21
Loretta Parks	Loretta M Parks	16681 SE 95 Ter Summerfield	R48333-002-40	NO	4/21/21
PAUL FLORAMO	PAUL FLORAMO	16718 SE 95 Ter Summerfield	R48333-002-44	Yes	4/21/21
DORI ANNE FLORAMO	DORI ANNE FLORAMO	16718 SE 95 Ter Summerfield	R48333-002-44	YES	4/21/21
BARBARA SVOBODA	Barbara Svoboda-PERS.REP	16682 S.E. 95 TER, SUMMERFIELD	R48333-002-43	YES	4-21-21
Gretchen Berge	Gretchen L Berge	16645 SE 95th CT Summerfield	R48333-002-14	YES	4-21-21
DAVID A BERGE	David A. Berge	16645 SE 95th CT. Summerfield	R48333-002-14	YES	4-21-21
PATRICIA A BREWBAKER	Patricia Brewbaker	16569 SE 96 Ave Summerfield	R48333-003-15	NO	4-22-21
John C. BREWBAKER	John C. Brewbaker	16569 SE 96 Ave SUMMERFIELD	R48333-003-15	NO	4-22-21
MARTHA C DIRLA	Martha C Dirla	16665 SE 97th CT SUMMERFIELD	R48333-001-A-16	NO	4-22-21

B03

Petition to object to zoning changes (~~210510Z~~). 210501Z & 21-20

Marion County Planning and Zoning Division

2710 East Silver Springs Blvd., Ocala FL 34470

Petition summary & background To protect the assets, character, and quality of life in the County by following the County's Comprehensive Plan 2035. Please see

Action petitioned for attached partial list of concerns .

Printed Name	Signature	Address	Parcel #	Prop. Within 300 ft.	Yes	No	Date
John Swartz	John C. Swartz	16744 SE 96th Ave, Summerfield, FL 34491	R48333-00[illegible]-12			NO	4-22-21
LARRY BARNHISER	Larry Barnhiser	16673 S.E. 97th CT Summerfield, FL 34491	R48333-00[illegible]-18			No	4-22-21
Nancy Barnhiser	Nancy Barnhiser	16673 SE 97th CT Summerfield	R48333-00[illegible]-18			No	4-22-21
STEVE HEARNE	Steve Hearne	16742 SE 97TH CT. SUMMERFIELD FL 34491	R48333-002-B65			No	4-22-21
Helen Hearne	Helen Hearne	16742 SE 97TH CT SUMMERFIELD FL 34491	R48333-002-B65			NO	4-22-21
Janice Larocque	Janice Larocque	7586 SE 166th P/Summerfield	R48333-002-B27			No	4-22-21
KENNETH LAROCQUE	Kenneth Larocque	NE SE 166TH SUMMERFIELD	R48333-002-B27			No	4-22-21
THERESA ROLFE	Theresa Rolfe	16722 SE 95th Terrace Summerfield FL 34491	R48333-002-45		YES		4-22-21
RONALD R ROLFE	Ronald R Rolfe	16722 SE 95th Terrace Summerfield FL 34491	R48333-002-45		YES		4-22-21
JOSEPH RADVANSKY	Joseph Radvansky	9528 SE 165 Lane Summerfield FL 34491	R48333-002-84		YES		4-23-21
ROSEMARY SUMMERS	Rosemary Summers	16562 SE 96th Ct. SUMMERFIELD FL 34491	R48333-002-07		NO		4-23-21
Michael Summers	Michael Summers	16562 SE 96th Ct Summerfield, FL 34491	R48333-002-07		NO		4-23-21

Petition to object to zoning changes (~~210510Z~~). 210501Z #21-201

Marion County Planning and Zoning Division

2710 East Silver Springs Blvd., Ocala FL 34470

Petition summary & background	To protect the assets, character, and quality of life in the County by following the County's Comprehensive Plan 2035. Please see attached partial list of concerns .
Action petitioned for	We, the undersigned, are concerned citizens who urge our leaders to act now to deny the request for zoning changes for 9494 SE HWY 42, Summerfield.

Printed Name	Signature	Address	Parcel #	Prop. Within 300 ft	Date
James Stuber	James Stuber	9650 SE 165 Summerfield Lane	R48833-002 C-6	~~Yes~~ No	4-23-21
Patricia Sammit	Patricia Sammit	16583 SE 96 Ct Summerfield	R48333-001-R11	NO	4-23-21
Benjamin Beaver	Benjamin Beaver	9621 SE 167 Pl. Summerfield	R48333 002 D11	NO	4-23-21
Linda Brown	Linda Brown	9671 SE 167th Pl Summerfield	R48333 002 D11	NO	4-23-21
Dona Moss	Dona Moss	9648 SE. 167th Pl Summerfield	R48333-002-D-21	No	4-23-21
Virginia Barthlow	Virginia Barthlow	9623 SE 167th Pl Summerfield, FL 34491	48333-002 39B		
Bruce Henry	Bruce Henry	16633 96th Ct.	048333-004-02	No	4-25-21
Peggy A Lyp	Peggy A Lyp	9553 SE 166th Place Summerfield FL		NO	4-25-21
Dorothy	D. McConnell	9552 SE 166th Pl		NO	4-25-21

Petition to object to zoning changes (~~210510Z~~). 210501Z & 21-601

Marion County Planning and Zoning Division

2710 East Silver Springs Blvd., Ocala FL 34470

Petition summary & background	To protect the assets, character, and quality of life in the County by following the County's Comprehensive Plan 2035. Please see attached partial list of concerns .
Action petitioned for	We, the undersigned, are concerned citizens who urge our leaders to act now to deny the request for zoning changes for 9494 SE HWY 42, Summerfield.

Printed Name	Signature	Address	Parcel #	Prop. Within 300 ft	Date
John Zimbardi	John Zimbardi	16715 SE 96 Ct Summerfield	48333-002 D7	Yes No No	4-23-21
Fay Zimbardi	Fay Zimbardi	16715 SE 96 Ct Summerfield	48333-002 D7	No	4.23.21
~~Robert Simpson~~					
Robert Simpson	Robert Simpson	16658 SE 96 Ct Summerfield	48337-007 B95	No	4-23-21

Petition to object to zoning changes (~~210510Z~~). 210501Z & 21-201

Marion County Planning and Zoning Division

2710 East Silver Springs Blvd., Ocala FL 34470

Petition summary & background To protect the assets, character, and quality of life in the County by following the County's Comprehensive Plan 2035. Please see attached partial list of concerns .

Action petitioned for

Printed Name	Signature	Address	Parcel #	Prop. Within 300 ft	Date
Traficante Elizabeth K.	Traficante Elizabeth K.	SUMMERFIELD, FL 34491 16666 SE 96th CT	R48333-004 332	Yes No ND	4-22-2021
			R48333-		
			R48333-		
			R48333-		
			R48333-		
			R48333-		
			R48333		
			R48333		
			R48333		

Soucey, Stephanie

From: Marion County Web Administrator
Sent: Friday, April 23, 2021 4:44 PM
To: Soucey, Stephanie
Subject: FW: Feedback for Marion County, FL

The email below was received for your department. Can you please reply?

Thanks,

From: noreply@marionfl.org <noreply@marionfl.org>
Sent: Thursday, April 22, 2021 4:05 PM
To: Marion County Web Administrator <WebAdmin@marioncountyfl.org>
Subject: Feedback for Marion County, FL no name / no address

You have received this feedback from Linda Rudolph < lotus524@gmail.com > for the following page:

https://www.marionfl.org/government/departments-facilities-offices/growth-services/planning-zoning

I am very much opposed to changing the Zoning for 21L01: 210501z

Soucey, Stephanie

From: Genevieve B Harbowy <roygenny@embarqmail.com>
Sent: Friday, April 23, 2021 11:21 AM
To: Marion County Zoning
Subject: Agenda # 2.1 and 2.2 April 26,2021 5:30PM

Within 600'

Dear Sirs,
My name is Mrs Genevieve Harbowy. I live at 16898 SE 93rd Cuthbert Circle, UL#M51.39.
I strongly object to the proposed zoning change to 21-L01 and 210501Z. The surrounding areas are for age-restricted single family homes and must be kept that way.
Putting in 2 or 3 story non age-restricted housing would greatly increase traffic, possibly increase our school taxes and depreciate nearby property values.
The proposed vegetation barrier would pose a security problem to my property which is only 10 feet from the adjacent property in question.
This security problem would be due to the lack of substantial barriers since there would be open access from any commercial or residential development.
If apartment housing were to be installed, provisions would have to be made to address future need for on site charging stations for electric vehicles.
In summary, I respectfully submit my strenuous objection to the proposed zoning change to this property.
Mrs.Genevieve Harbowy

Sent from my iPad

21-L01
210501Z

April 13th, 2021

Richard W. Pearce
9440 SE 164th Place
Summerfield, Florida 34491
Rpearce777@hotmail.com

Marion County Planning & Zoning Division
2710 E. Silver Springs Blvd.
Ocala, Florida 34470
zoning@marionfl.org

Re: Zoning Parcel: 48320-000-00 (1st Meeting April 26, 2021)

Dear Sir,

I'm **objecting to the zoning change** of use for the **parcel 48320-000-00, located at 9494 SE Hwy 42, Summerfield, Fl.**

Established residents in Marion County have never welcomed the over-glut of new developed housing in the area. This is especially true in the "Villages" area, which has developed into an area governed by an "unelected assembly" that imposes rules and regulations on their region and also indirectly on the surrounding locale. These larger developments are often not executed as planned, with many projects being vacant for years, which thus affects the overall values the local community.

The local community has a 'goodwill' value in its attractiveness, in that the housing in the area isn't of the 'cookie-cutter' planned variety and businesses are small and locally-owned. This value would be appreciably be diminished by adding more of the same type of development to the area. ***Irrelevant to my opposition, I note that Bill Gates is now the largest farmland owner in the USA. The most profitable future use of the parcel would be agricultural. There will be a global food shortage in 2021. A number sof NGO's openly state this and planning for it. The owners of the property are planning a pro-forma model that has worked in the recent past, which has no real bearing on what may work in the future.***

The planned re-zoning will cause more of the type of same horrendous changes that have been forced on the local residents by other large development entities, such as the "Villages". Long-time residents in this area of Marion County have been fervently opposed to such development. These were all changes that we couldn't make any objection to.

Rezoning the Parcel: 48320-000-00, would negatively affect the community standards & property values and mainly benefit the developers (only a benefit for them assuming their Pro Forma is correct, which I think it isn't, regardless).

Sincerely,

Richard W. Pearce

Soucey, Stephanie 21-L01/210501Z

From: CurrieConnie TibbettsMayo <tibmayo@yahoo.com>
Sent: Thursday, April 22, 2021 5:31 PM
To: Marion County Zoning
Subject: Zoning change

Outside 300'

We, 2 in this house, object to the change to zoning and land use plan amendment for 40 acres located on CR42. Frank C. Tibbetts and Constance E. Mayo, 9584 S.E. 168 Maplesong Lane, The Villages,Fl.32162 (Woodbury) (Legal Description:6752145-000.

Soucey, Stephanie

21-L01 / 2105012

From: Marion County Growth Services
Sent: Friday, April 23, 2021 1:39 PM
To: Pocock, Darlene; Soucey, Stephanie
Subject: FW: *NEW SUBMISSION* Contact us - Growth Services

Good afternoon,

I think this is one of yall's emails.

Thank you

From: Marion County, FL website <noreply@marionfl.org>
Sent: Friday, April 23, 2021 11:12 AM
To: Marion County Growth Services <GrowthServices@marionfl.org>
Subject: *NEW SUBMISSION* Contact us - Growth Services

Contact us - Growth Services

Submission #:	894546
IP Address:	98.244.233.146
Submission Date:	04/23/2021 11:11
Survey Time:	3 minutes, 46 seconds

You have a new online form submission.
Note: all answers displaying "*****" are marked as sensitive and must be viewed after your login.

Email your comments, questions, and suggestions.

You can use this form to email your comments or notify us of any concerns which you may have. Please enter a valid email address where we may contact you. If you do not wish to be contacted via email, you may include your address and phone number in the comments area. Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, please do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Email address

suelarry4437@yahoo.com no name

Comments no address

I am very opposed to the proposed zoning change to property on 42 west in Summerfield. (parcel 48320-00) I think that is the number. I live in Hilltop Estates, this change will affect our lives and property values. Sue Hanna

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Soucey, Stephanie 21-L01 / 2105012

From: Donald <DHebert260@aol.com>
Sent: Friday, April 23, 2021 3:40 PM
To: Marion County Zoning
Subject: Re-zoning of 40 acres of commercial property on CR 42

I am strictly opposed to any proposed changes to the zoning of 40 acres of commercial property located on CR 42.

Sent from my iPad

Outside 300'

Soucey, Stephanie 21-L01 2105012

From: Annette Crespi <abcrespi@gmail.com>
Sent: Sunday, April 25, 2021 5:16 PM
To: Marion County Zoning
Subject: PARCEL 48320-000-00

Inside 300

To whom it may concern;

I **oppose** the rezoning of PARCEL 48320-000-00.

My property is within 300 feet of the subject property.

Sincerely,

Annette B. Crespi

16918 SE 93rd Cuthbert Circle
The Villages, FL 32162

abcrespi@gmail.com
(267) 566-2774

Soucey, Stephanie 21-LO 2105012

From: Richard K Kornicki <thekornick@gmail.com>
Sent: Sunday, April 25, 2021 6:30 PM
To: Marion County Zoning
Subject: ZONING CHANGE PARCEL #48320-000-00

To whom it may concern;

I am strongly opposed to this zoning change. The whole area is age restricted or single family homes. This would be like putting a small town in the middle of it all. Traffic is a concern on CR42. A realtor has informed me that it would depreciate my property by 10-15%.

My property is within 300 feet of the proposed rezoning. Inside 300'

Hoping for a positive outcome,

Richard Kornicki
16918 SE 93rd Cuthbert Circle
The Villages, FL 32162

(267) 229-0305
thekornick@gmail.comj

Soucey, Stephanie 21-L01-210501Z

From: Tammy White <tammys622@yahoo.com>
Sent: Monday, April 26, 2021 2:36 AM
To: Marion County Zoning
Subject: Do Not Approve Re-Zoning
Attachments: IMG_9748.PNG; IMG_9749.PNG

Inside City

I live in Hilltop Estates at 16600 SE 95th Ct, Summerfield FL 34491 please DO NOT approve this rezoning. I live within 300 ft of the property line. I have attached the notice we received.

Blessings,
Tamra White

Soucey, Stephanie

From:	andrew kresch <akresch1@gmail.com>
Sent:	Friday, April 23, 2021 2:54 PM
To:	Marion County Zoning; andrew kresch; Denise Kresch; DARiedel86@yahoo.com
Subject:	Object to zoning changes (210501Z). Marion County Planning and Zoning Division
Attachments:	WAR II.doc

Thank you Stephanie,

Object to zoning changes (210501Z).

Marion County Planning and Zoning Division

Denise and Andrew Kresch are concerned citizens who urge our leaders to act now to deny the request for zoning changes for 9494 SE HWY 42, Summerfield.

WHY

MARION COUNTY ZONING CHANGE &
LARGE SCALE COMPREHENSIVE LAND USE PLAN
AMENDMENT FOR 40-ACRES 210501Z
LOCATED ON CR42 ADJACENT TO HILLTOP ESTATES

SHOULD BE DEFEATED

1. *SPOT ZONING – Keep Zoning With The Surrounding Age-Restricted Single-Family Homes*

The "classic" definition of spot zoning is "the process of singling out a small parcel of land for a use classification totally different from that of the surrounding area for the benefit of the owner of such property and to the detriment of other owners. **324 new units would permit Owners to reap large benefits while dramatically hurting Hilltop Estates owners.**

2. *JEOPARDIZE SAFETY: FIRST RESPONDERS Fire, Ambulance, Police, Hospital*

Proposed 324 new units – 1,000 additional persons – would overwhelm capability of First Responders. The Villages, Hilltop Estates and single families/homes would be at risk.

3. ***CREATE UNSAFE TRAFFIC CONGESTION***

Hwy 42 is already very busy 24/7. Proposed 324 new units – likely will add daily traffic of additional 500 vehicles – would cause a dramatic increase in traffic tie ups. Currently few opportunities on Hwy 42 to make safe left hand turns.

4. ***PUT CHILDREN's EDUCATION AT RISK:***

Proposed 324 all-age units will increase the student at local schools, requiring Marion County Schools to either increase class size or hiring additional staff.

5. ***UTILITIES OVERWHELMED***

Water, Sewer, Electricity unable to provide additional volume for 324 additional units. Air quality negatively impacted by more than 324 additional vehicles.

6. ***HEED PRECEDENT: PETITION DENIED***

5 years ago land Owners attempted to initiate a similar Zoning Change/Land Use plan. The proposal was defeated.

7. ***OBEY MARION COUNTY FUTURE LAND USE OBJECTIVES***

Preserve, protect and manage the County's valuable natural resources to insure that the integrity of these areas is sustained into the future.

A) Promote the conservation and preservation of natural resources:

324 additional units result in 40 acres lost.

B) Ensure adequate services and facilities to timely serve new and existing development: