BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA
Citrus County Courthouse
Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

AGENDA

March 9, 2021 1:00 PM

Scott Carnahan, Chair, District 4	**Angela Vick, Clerk of the Circuit Court**
Ronald E. Kitchen Jr., 1st Vice Chair, District 2	**Charles R. Oliver, County Administrator**
Ruthie Davis Schlabach, 2nd Vice Chair, District 3	**Denise A. Dymond Lyn, County Attorney**
Jeff Kinnard D.C., Commissioner District 1	
Holly L. Davis, Commissioner, District 5	

MISSION

Citrus County Government is a value-driven organization dedicated to responsive citizen service by providing quality programs, services and facilities to build a strong community and promote the best quality of life for our citizens.

All persons desiring to address the County Commission will be asked to limit their comments to the specific subject being discussed.

The Board gives citizens multiple opportunities for **PUBLIC INPUT**. All members of the public wishing to speak at the “Open To The Public” portion of a meeting will have three (3) minutes per person to make their request or presentation or five (5) minutes if they represent an organization with the appropriate documentation on file with the Clerk of Courts. If the request or presentation deals with a matter that requires investigation by County Staff, the Chairman will refer it to the County Administrator to follow-up with the person making the request.

Any person who decides to appeal any decision of the Governing Body with respect to any matter considered at this meeting will need a record of the proceedings and for such purpose may need to provide that a verbatim record of proceeding is made which record includes testimony and evidence upon which the appeal is to be based. (Section 286.0105 Florida Statutes)

Any person requiring reasonable accommodation at this meeting because of a disability or physical impairment should contact the County Administrator's Office, Lecanto Government Bldg., 3600 W. Sovereign Path, Suite 267, Lecanto, FL 34461 (352) 527-5210, TTY (352) 527-5312 at least two days before the meeting.

A. CALL TO ORDER

A.1. Invocation

A.2. Pledge of Allegiance

A.3. Roll Call

A.4. Approval of Agenda

B. CONSENT

Minutes

B.1. Board of County Commissioners - Public Workshop - Feb 9, 2021 9:00 AM

B.2. Board of County Commissioners - Regular Meeting - Feb 9, 2021 1:00 PM

Administration

Attorneys Office

Clerk

Community Services

Fire Services

Human Resources

Management and Budget

Planning and Development

Public Works

B.3. Acknowledgement of Airport Hangar Lease Agreement(s)

Staff requests that the Board of County Commissioners acknowledge the attached, executed T-Hangar lease agreement(s) with Private LLC., (Mr. Luke Frazier).

B.4. Deletion of Surplus Property

Approve the deletion of the following items from the inventory of the Department of Public Works, Division of Solid Waste Management and the removal of the same items from the county's capital asset listing. Asset #51759 - 30 Yard Roll-Off Container Asset #51760 - 30 Yard Roll-Off Container Asset #51761 - 30 Yard Roll-Off Container

Systems Management

Visitors and Convention Bureau

Water Resources

B.5. Connection Fee Lien Agreement - Backes

Approve and authorize the Chairman to execute Connection Charge Installment Lien Agreement by and between the Citrus County Municipal Service Benefit Unit for Water and Wastewater Utility Services for Joseph P Backes Jr.

B.6. Connection Fee Lien Agreement - Seymour

Approve and authorize the Chairman to execute Connection Charge Installment Lien Agreement by and between the Citrus County Municipal Service Benefit Unit for Water and Wastewater Utility Services for Michael & Sharon Seymour.

B.7. Connection Fee Lien Agreement - Digital Landscape Solutions

Approve and authorize the Chairman to execute Connection Charge Installment Lien Agreement by and between the Citrus County Municipal Service Benefit Unit for Water and Wastewater Utility Services for Digital Landscape Solutions LLC.

B.8. Connection Fee Lien Agreement - Reid

Approve and authorize the Chairman to execute Connection Charge Installment Lien Agreement by and between the Citrus County Municipal Service Benefit Unit for Water and Wastewater Utility Services for Mary Reid.

B.9. Connection Fee Lien Agreement - Lemonde & McCabe

Approve and authorize the Chairman to execute Connection Charge Installment Lien Agreement by and between the Citrus County Municipal Service Benefit Unit for Water and Wastewater Utility Services for David C Lemonde & Brandi Lynn McCabe.

B.10. Release of Lien - Water & Wastewater Services

Approve and authorize the Chairman to execute Satisfaction of Lien filed by and on behalf of the Citrus County Municipal Service Benefit Unit for Water and Wastewater Utility Services against property owned by Chuck Luchesi.

Set Public Hearings

C. PROCLAMATIONS

C.1. Proclamation - EPA Fix a Leak Week

Approve and authorize the Board to execute a proclamation declaring the week of March 15-21, 2021 as “Fix a Leak Week” in Citrus County, Florida.

C.2. Proclamation - 2021 March for Meals

Approve and authorize the Board to execute a proclamation declaring the month of March 2021, as the 19th Annual "March for Meals Month" in Citrus County, Florida.

C.3. Proclamation Celebrating Nelle Spence's 100th Birthday

Approve and authorize the Board to proclaim February 25, 2021 as Nelle Spence Day, celebrating 100 years.

D. OPEN TO THE PUBLIC

E. REGULAR BUSINESS

E.1. Bids

a. PB 21-016 City of Ocala Contract WSD/180111; Water Resources Improvement Program; Miller Pipeline, LLC

Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and Miller Pipeline, LLC to provide maintenance, repair and construction of various utilities within our service area.

b. PB 20-077 City of Tallahassee Generator-Auxiliary Engine Inspection, Maintenance, testing and Repair Services for Contract No. 4797; Ring Power Corporation

Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and Ring Power Company to provide Generator Repair and Maintenance Services.

c. ITB 21-014 Mowing at Crystal River and Inverness Airports; Monk’s Mowing & Tree Trimming, LLC

Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and Monk’s Mowing & Tree Trimming, LLC to provide mowing at the Crystal River and

Inverness Airports.

d. ITB 21-036 Sewage Sludge Hauling Services; American Pipe & Tank, Inc.

Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and American Pipe & Tank, Inc. to provide Sewage Sludge Hauling Services throughout the County.

e. ITB 20-034 Offender GPS Electronic Monitoring; Attenti US, Inc.

Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and Attenti US, Inc. to provide GPS electronic monitoring equipment and services for the Citrus County Sheriff's Office.

f. SGS 21-042 Database Management System for Oracle & Microsoft SQL Systems; Eagle Business Solutions, LLC dba Eagle Datagistics

Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and Eagle Business Solutions dba Eagle Datagistics to provide a database management system for Oracle & Microsoft SQL System.

g. SGS 21-040 Datto Siris Enterprise Disaster Recovery Cloud Storage and Managed Support Services; ITPARTNERS PLUS LLC

Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and ITPartners Plus LLC to provide Datto Siris Enterprise disaster recovery cloud Storage and managed support services.

h. SGS 21-062 Sheriff E911 State Grant Program Application

Approve and Authorize the Chairman to execute the E911 State Grant Program application for the Citrus County Sheriff's Department with the State of Florida Division of Management Services with this approval the Sheriff's Department will complete an Agreement with the Vendor to comply with Grant requirements.

E.2. Budget Transfers

Approve budget transfers for Visitor & Convention Bureau (2), Transit (3), Engineering, Housing Services (6) and Retired Senior Volunteer Programs for fiscal year 2020-21.

E.3. Budget Resolution

Adopt and authorize the Chairman to execute a resolution amending the State Housing Initiative Partnership (2) and Neighborhood Stabilization Program grant budgets for fiscal year 2020-21.

E.4. Corrective County Deed

a. Authorize the Chairman to execute the Corrective County Deed to Tony Lee Williamson for AK 2328860, Holiday Acres Unit 2 Lot 3 Unrec of Lot 22, Crystal River, Florida.

b. Authorize the Clerk to record said document in the Public Records of Citrus County, Florida.

E.5. Elder Option Uniper Project Agreements

Authorize the chairman to execute the Development of Virtual Programming Agreement and Uniper Client Referral Agreements between Citrus County, Florida and Mid-Florida Area Agency on Aging, Inc. dba Elder Options. The grant award is $5,000 and runs from November 1, 2020 through June 30, 2021. No cash match required.

E.6. PLT-18-15

a. Review and approve PLT-18-15, final plat for Fairways at Twisted Oaks Subdivision.

b. If approved, direct the Chair to sign the mylar and the Clerk to record the plat in the public records of Citrus County, Florida.

E.7. PLT-18-15 Fairways at Twisted Oaks Phase One

Approve and authorize the Chairman to execute the Interim Maintenance Agreement with Twisted Oaks Properties, LLC.

E.8. The New Church Without Walls International, Inc. Lease Agreement – Gospel Island Fire Station #6

a. Discussion and consideration of a request from The New Church Without Walls International, Inc., a Florida Not For Profit Corporation, to lease of Gospel Island Fire Station #6 with the exception of Bay #2, for the purpose of storing and distributing food for those in need.

b. Approve and authorize the Chairman to execute the Lease Agreement for a period of one (1) calendar year beginning April 9, 2021 through April 8, 2022 at a rate of a $1.00 per year.

E.9. Impact Fee Funding for Growth Related Capital Projects Listed in the 2020-2021 District Work Plan

Approve School Board District Work Plan for 2020-2021.

E.10. CR 491 South – Land Acquisition – United States Postal Service – Reinstatement of Purchase and Sale Agreement

a. Approve the Reinstatement with the United States Postal Service and authorize the Chairman to execute same.

b. Approve and authorize the Chairman to execute multiple copies of the Reinstatement, and authorize the Chairman or his designee to execute all related closing documents

c. Authorize the Clerk to place an acceptance stamp on any deeds upon receipt and to record all documents in the Public Records of Citrus County, Florida.

d. Authorize staff to execute all other documents related to the closing of the Agreement.

e. Approve and authorize the payment of all related closing costs associated with the closing of the Agreement.

E.11. Elder Options Coronavirus Consolidated Appropriation Act

Adopt and authorize the Chairman to execute a Resolution authorizing execution of the contract, amendments and necessary documents for the Coronovirus Consolidated Appropriations Act funding for the Older American's Act meal Programs until funds are depleted, after review from the County Attorney. No cash match required.

E.12. Contribute $18,842.67 to the Citrus County School District as one half the cost of a new natural gas generator at Lecanto Primary School.

Approve Payment of $18,842.67 to the Citrus County School District for a new generator at the Lecanto Primary site.

E.13. Florida Development Finance Corp (FDFC) Interlocal Agreement

a. If approved, authorize the Chairman to execute the Resolution Authorizing Interlocal Agreement with Florida Development Finance Corporation (FDFC).

b. Authorize the Chairman to execute an Interlocal Agreement between Citrus County, Florida and Florida Development Finance Corporation (FDFC).

E.14. Set date for Impact Fee Update Public Hearing

Set public hearing date on March 23, 2021 at 2:00PM to review and consider Ordinance OA-21-01, amending the Fee Schedule of Chapter 54 - Impact Fees of the Citrus County Code, aka the Citrus County Impact Fee Ordinance for Transportation, Schools, Parks, Library, Fire, EMS, Law and Public Buildings.

E.15. Workshop to Discuss Potential New Animal Shelter

Schedule a Workshop to discuss the new Animal Shelter design and costs on March 23, 2021 at 9:00AM.

E.16. Capital Improvement Program Presentation

Set the Capital Improvement Program Presentation for fiscal years 2022 - 2026 on Tuesday, April 27, 2021 at 2:00 p.m. at the Citrus County Courthouse, 110 N Apopka Avenue, Room 100, Inverness, FL.

F. OUTSTANDING COMMISSION ITEMS

	BOARD DATE	ISSUE	RESPONSIBLE PARTY	ANTICIPATED COMPLETION DATE	DATE COMPLETED	COMMENTS
1.	12/12/2017 RETREAT	Resolve Landfill Issues	Larry Brock/GMA	Ongoing		
2.	7/9/2019	Proposed Changes to Fireworks/Ordinance Permitting	Denise Lyn	5/1/2021		
3.	11/17/2020	Develop Lease for 10 Acres of Property for LifeStream	Denise Lyn	3/31/2021		
4.	12/8/2020 RETREAT	Contract to hire a consultant to assign the County in Developing a Strategic Plan	Randy Oliver/ Commissioner Davis	3/9/2021		Agreement to come back to Board.
5.	12/8/2020 RETREAT	Commissioner Schlabach Town Hall Schedule	Randy Oliver	3/11/2021		Scheduled for March 11, 2021 at 6:00pm
6.	12/8/2020 RETREAT	Workshop for RFP on Solid Waste Garbage Collection	Randall Olney	4/27/2021		
7.	12/8/2020 RETREAT	Agenda Item for an RFP Marketing Firm to Assist County	Randy Oliver/ Commissioner Davis			
8.	12/8/2020 RETREAT	Provide Implementation Plan for Ft Island Trail Multi-Purpose Path	Randall Olney	4/13/2021		
9.	12/8/2020 RETREAT	Consider Half Cent Local Option Sales Tax	Randy Oliver Commissioners			
10.	2/11/2021	Resolution to FAA requesting waiver of criteria for 5,001 ft runway.	Randy Oliver/ Commissioner Davis	3/9/2021	2/23/2021	COMPLETED

11.	2/23/2021	Change Fee resolution to provide for in County fees for boaters who either have a valid drivers license with a Citrus County address or pay property taxes in Citrus County	Mariselle Rodriguez/ Denise Lyn			

G. COUNTY ADMINISTRATOR - CHARLES R. OLIVER

G.1. Proposed Cardinal Street IMA wastewater infrastructure

We recommend the County Commission consider expenditure appropriating $2.25 million in available CARES funds for the construction of wastewater infrastructure along West Cardinal Street Interchange Management Area.

G.2. Grant Application- FAA Aviation Maintenance Technical Workers Workforce Development Grant Program,

Approve and authorize staff to apply for grant funding in the amount of $500,000 for The United States of America Department of Transportation Small Community Air Service Development Program under 49 U.S.C. § 41743, Small Community Air Service Development (SCASDP) Program. The grant project is to establish new educational programs that teach technical skills used in aviation maintenance, repair and flight for local students and citizens, for the Inverness Airport.

G.3. RESTORE Act: Review Current County projects

a. Discuss the Citrus County projects currently approved in the County's Multi Year Implementation Plan and the State Expenditure Plan.

b. Provide staff direction on amending, removing or adding any projects to the County's Multi Year Implementation Plan or the State Expenditure Plan.

G.4. RESTORE Act: NW Quadrant Force Main Project - Additional Funding

a. Discuss the option of requesting an additional $2,740,000 from RESTORE Spill Impact Component (Pot 3) for the NW Quadrant Sewer Force Main Project.

b. Provide staff direction on requesting the additional $2,740,000 from RESTORE Spill Impact Component (Pot 3) for the NW Quadrant Sewer Force Main Project. If the request is to be made, please also approve staff to send amendments to the projects later this year.

H. PRESENTATIONS/PUBLIC HEARINGS

I. ADVISORY BOARD ANNOUNCEMENTS, NOMINATIONS & APPOINTMENTS

J. COMMITTEE REPORTS FROM COMMISSIONERS

K. COMMISSIONER HOLLY L. DAVIS - DISTRICT 5

L. COMMISSIONER JEFF KINNARD D.C. - DISTRICT 1

L.1. Obtain Appraisal and Seek Grants for the "Pirates Cove" property adjacent to the Ozello Boat ramp.

Provide Board direction as appropriate.

M. 2ND VICE CHAIR RUTHIE DAVIS SCHLABACH - DISTRICT 3

N. 1ST VICE CHAIR RONALD E. KITCHEN JR. - DISTRICT 2

O. CHAIRMAN SCOTT CARNAHAN - DISTRICT 4

O.1. Continuing Reauthorization of the State of General Emergency

Discussion and vote on continuing reauthorization of the State of General Emergency.

P. COUNTY ATTORNEY DENISE A. DYMOND LYN

Q. OPEN TO THE PUBLIC

R. UPCOMING MEETINGS

1. Regular Meeting: **March 23, 2021 at 1:00 PM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

2. Regular Meeting: **April 13, 2021 at 1:00 PM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

3. Regular Meeting: **April 23, 2021 at 1:00 PM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

S. UPCOMING WORKSHOPS AND SPECIAL MEETINGS

Special Meeting: Presentations for CARES Act Funds to Non-Profits: Tuesday March 16, 2021, at 9:00AM, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

T. 5:01 P.M. PUBLIC HEARINGS

T.1. 5:01 PM Public Hearing - AA-21-01 Margaret Grimm

a. Conduct a public hearing on March 9, 2021 @ 5:01PM to review and consider AA-21-01 Margaret Grimm.

b. If approved, adopt and authorize the Chairman and Clerk to execute the ordinance for AA-21-01 - Margaret Grimm.

U. ADJOURN

CITRUS COUNTY

BOARD OF COUNTY COMMISSIONERS

MINUTES ● FEBRUARY 9, 2021

Public Workshop | **Citrus County Courthouse** | **9:00 AM**

Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

A. CALL TO ORDER

February 09, 2021 Citrus County Courthouse
The meeting was called to order at 9:00 AM

1. *Invocation*

Commissioner Holly Davis led the invocation.

2. *Pledge of Allegiance*

3. *Roll Call*

Attendee Name	Title	Status	Arrived
Scott Carnahan	Chair, District 4	Present	
Ronald E. Kitchen Jr.	1st Vice Chair, District 2	Present	
Ruthie Davis Schlabach	2nd Vice Chair, District 3	Present	
Jeff Kinnard D.C.	Commissioner District 1	Present	
Holly L. Davis	Commissioner, District 5	Present	
Denise A. Dymond Lyn	County Attorney	Present	
Charles R. Oliver	County Administrator	Present	
Amy Charley	Deputy Clerk	Present	

Minutes Acceptance: Minutes of Feb 9, 2021 9:00 AM (Minutes)

B. WORKSHOP STRATEGIC PLAN DEVELOPMENT, COMPREHENSIVE PLAN REVISIONS, NON REGULATORY SIGNS

B.1. Strategic Plan Development and Comprehensive Plan Rewrite

a. Give staff direction to initiate the process of developing a Strategic Plan.

b. Give staff input about the process of revising the Comprehensive Plan.

Assistant County Administrator Steven Lachnicht and Growth Management Director Michael Sherman presented the recommendation and responded to questions from the Board, followed by Board discussion.

County Administrator Charles R. Oliver and County Attorney Denise A. Dymond Lyn addressed the Board regarding updating the Comprehensive Plan.

Board discussion continued with Mr. Lachnicht.

Consensus of the Board was given to provide direction to staff regarding the Strategic Plan Development and the Comprehensive Plan re-write.

B.2. Discuss Policy for Non Regulatory School Sign Request from Private Institutions.

Provide Direction on Policy for Non Regulatory School Sign Requests from Private Institutions.

Public Works Director Randall Olney presented the recommendation and responded to questions from the Board, followed by Board discussion.

Consensus of the Board was given to provide direction to staff regarding the Non Regulatory School Sign requests from Private Institutions.

B.3. Growth Management - Summary of Possible LDC Revisions

Review and discuss on February 9, 2021 the Growth Management LDC revisions, providing input and direction.

Growth Management Director Michael Sherman presented the recommendation and responded to questions from the Board, followed by Board discussion.

County Attorney Denise A. Dymond Lyn provided clarification to the Board regarding the request to update the Land Development Code (LDC), and Ms. Lyn and County Administrator Charles R. Oliver responded to questions from the Board.

Growth Management Director Michael Sherman continued presenting the recommendations, Ms. Lyn provided clarification to the Board regarding the recommended revisions to the LDC, and Ms. Lyn and Mr. Sherman responded to questions from the Board, followed by Board discussion.

Minutes Acceptance: Minutes of Feb 9, 2021 9:00 AM (Minutes)

At the request of First Vice Chairman Ronald E. Kitchen, Jr., Mr. Oliver provided clarification regarding the LDC on an attached or detached garage, and Mr. Oliver responded to questions from the Board.

Board discussion continued.

Consensus of the Board was given to provide direction to staff regarding the LDC revisions.

B.4. Discuss and Provide Direction on Use of Duke Capital Funds

Provide direction regarding the expenditure of the Duke Capital Funds.

County Administrator Charles R. Oliver presented the recommendation, First Vice Chairman Ronald E. Kitchen, Jr. provided clarification of the recommendation, and Mr. Oliver responded to questions from the Board, followed by Board discussion.

Consensus of the Board was given to provide direction to staff regarding the use of Duke Capital Funds.

C. OPEN TO THE PUBLIC

There were no public comments.

D. UPCOMING MEETINGS

1. Regular Meeting: **February 9, 2021 at 1:00 PM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450
2. Regular Meeting: **February 23, 2021 at 1:00 PM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450
3. Regular Meeting: **March 9, 2021 at 1:00 PM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

E. UPCOMING WORKSHOPS AND SPECIAL MEETINGS

SPECIAL MEETING: Presentations for CARES Act Funds to Non-Profits; **March 16, 2021 at 9:00 AM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

F. ADJOURN

The meeting was adjourned at 11:23 AM

Minutes Acceptance: Minutes of Feb 9, 2021 9:00 AM (Minutes)

CITRUS COUNTY

BOARD OF COUNTY COMMISSIONERS

MINUTES ● FEBRUARY 9, 2021

Regular Meeting | **Citrus County Courthouse** | **1:00 PM**

Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

A. CALL TO ORDER

February 09, 2021 Citrus County Courthouse
The meeting was called to order at 1:00 PM

1. Invocation

Commissioner Jeff Kinnard, D.C. led the invocation.

2. Pledge of Allegiance

Douglas Hockenberry, from American Legion led the Pledge of Allegiance.

3. Roll Call

Attendee Name	Title	Status	Arrived
Scott Carnahan	Chair, District 4	Present	
Ronald E. Kitchen Jr.	1st Vice Chair, District 2	Present	
Ruthie Davis Schlabach	2nd Vice Chair, District 3	Present	
Jeff Kinnard D.C.	Commissioner District 1	Present	
Holly L. Davis	Commissioner, District 5	Present	
Denise A. Dymond Lyn	County Attorney	Present	
Charles R. Oliver	County Administrator	Present	
Angela Vick	Clerk of the Circuit Court and Comptroller	Present	
Amy Charley	Deputy Clerk	Present	

Minutes Acceptance: Minutes of Feb 9, 2021 1:00 PM (Minutes)

4. Approval of Agenda

Chairman Scott Carnahan requested the addition of items P2 and P3.

. Motion to approve the agenda with the additions.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jeff Kinnard D.C., Commissioner District 1
SECONDER:	Holly L. Davis, Commissioner, District 5
AYES:	Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis

B. CONSENT

Motion to approve the Consent Agenda.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jeff Kinnard D.C., Commissioner District 1
SECONDER:	Holly L. Davis, Commissioner, District 5
AYES:	Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis

Minutes

B.1. Board of County Commissioners - Public Workshop - Jan 5, 2021 9:00 AM

B.2. Board of County Commissioners - Regular Meeting - Jan 5, 2021 1:00 PM

B.3. Board of County Commissioners - Public Workshop - Jan 19, 2021 9:30 AM

B.4. Board of County Commissioners - Regular Meeting - Jan 19, 2021 1:00 PM

Administration

No items.

Attorneys Office

No items.

Clerk

B.5. County Warrants

Accept the attached check registers outlining the County warrants.

B.6. Citrus County Mosquito Control District Board Meeting Dates

Acknowledge receipt of the board meeting dates received from Citrus County Mosquito Control District.

Minutes Acceptance: Minutes of Feb 9, 2021 1:00 PM (Minutes)

B.7. Clerk Records Disposition #1755

Approve and authorize the Chairman to execute the Clerk's Records Disposition Documents #1755 for disposal of records that have met their assigned retention periods.

B.8. Acknowledge receipt Citrus County Sheriff's Office Emergency Management Audit/Assessment

Acknowledge receipt of Audit/Assessment for the Citrus County Sheriff's Office Emergency Management which was presented at the 1/19/2021 BOCC meeting.

Community Services

No items.

Fire Services

No items.

Human Resources

No items.

Management and Budget

B.9. Budget Reduction Reserve Account

Acknowledge receipt of the monthly Budget Reduction Reserve Report as of February 2021.

Planning and Development

B.10. PLT-20-08 Carducci Subdivision - Final Plat

a. Review and approve PLT-20-08, Carducci Subdivision, lying in Sections 31, Township 17 South, Range 17 East, Citrus County, Florida.

b. If approved, direct the Chair and County Attorney to sign the Plat, and the Clerk to execute and record the Plat in the public records.

Public Works

No items.

Systems Management

B.11. Records Disposition

Approve and authorize the Chairman to execute the following Records Dispositions for the disposal of public records that have met legal retention: BOCC-0396

B.12. Records Disposition

Minutes Acceptance: Minutes of Feb 9, 2021 1:00 PM (Minutes)

Approve and authorize the Chairman to execute the following Records Dispositions for the disposal of public records that have met legal retention: BOCC-0397

Visitors and Convention Bureau

No items.

Water Resources

B.13. Connection Fee Lien Agreement - Boyle

Approve and authorize the Chairman to execute Connection Charge Installment Lien Agreement by and between the Citrus County Municipal Service Benefit Unit for Water and Wastewater Utility Services for Robert & Susan Boyle.

B.14. Connection Fee Lien Agreement - Fugate

Approve and authorize the Chairman to execute Connection Charge Installment Lien Agreement by and between the Citrus County Municipal Service Benefit Unit for Water and Wastewater Utility Services for Rufus & Gloria Fugate.

B.15. Connection Fee Lien Agreement - Alexander

Approve and authorize the Chairman to execute Connection Charge Installment Lien Agreement by and between the Citrus County Municipal Service Benefit Unit for Water and Wastewater Utility Services for Johnell Alexander.

Set Public Hearings

No items.

C. PROCLAMATIONS

Motion to approve items C1, 2, and 3.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jeff Kinnard D.C., Commissioner District 1
SECONDER:	Holly L. Davis, Commissioner, District 5
AYES:	Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis

1. Certificate of Appreciation - Jane Mazzacua

Present a Certificate of Appreciation to Jane Mazzacua for her eleven years of service to Citrus County and the Citrus Springs Advisory Council.

2. Certificate of Appreciation - Glen Robertson

Present a Certificate of Appreciation to Glen Robertson for his twelve years of service to Citrus County and the Citrus Springs Advisory Council.

3. Certificate of Appreciation - William Burda

a. Accept the resignation of William Burda from the Historical Resources Advisory Board.

Minutes Acceptance: Minutes of Feb 9, 2021 1:00 PM (Minutes)

b. Sign a Certificate of Appreciation to William Burda for his service on the Historical Resources Advisory Board.

D. OPEN TO THE PUBLIC

Citizens Glen Robertson and Janet Barek, on behalf of the Citrus Springs Civic Association addressed the Board on various issues.

Commissioners responded to comments from the public.

E. REGULAR BUSINESS

1. Bids

Motion to approve items E1a through l.

Commissioner Jeff Kinnard, D.C. commented.

Citizen Janet Barek commented on item E1g.

At the request of First Vice Chairman Ronald E. Kitchen, Jr., County Administrator Charles R. Oliver provided clarification on items E1e and E1g.

Motion was amended to pull item E1j for discussion.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jeff Kinnard D.C., Commissioner District 1
SECONDER:	Holly L. Davis, Commissioner, District 5
AYES:	Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis

a. RFQ 18-055 Work Authorization; Continuing-Professinal Engineering Services; DRMP, Inc.

Approve and Authorize the Chairman to execute the Work Authorization for DRMP, Inc to provide a Stormwater Fee Rate and Methodology Study Part 2-Stormwater Utility Development at a cost of $135,269.40.

b. RFQ 18-055 Work Authorization; Continuing Services-Professional Engineering Services; DRMP, Inc.

Approve and Authorize the Chairman to execute the Work Authorization for DRMP, Inc to provide a Stormwater Fee Rate and Methodology Study Part 3 - In-reach, Outreach and Implementation at a cost of $64,465.

c. RFQ 18-060 Work Authorization; Continuing Contract for Professional Utility Engineering Services; McKim & Creed, Inc.

Approve and Authorize the Chairman to execute the Work Authorization for McKim & Creed, Inc. to perform the necessary engineering work and prepare the necessary permit renewal documents at the Floral City Elementary Wastewater Treatment Facility.

d. RFQ 18-030 Work Authorization; Continuing Contract Construction Services ; Daly & Zilch (Florida), Inc.

Minutes Acceptance: Minutes of Feb 9, 2021 1:00 PM (Minutes)

Approve and Authorize the Chairman to execute a Work Authorization for Daly & Zilch (Florida), Inc. to provide a new 80kw natural gas generator at the Citrus County Sheriff's Radio Tower.

e. RFQ 20-073 Professional Engineering and Consulting Services for the proposed Citrus County Central Landfill Class 1 Landfill Phase 4 Cell Expansion & Citizens Area Design and Upgrades Project; Jones, Edmunds & Associates, Inc.

a. Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and Jones, Edmunds & Associates, Inc. to provide engineering and consulting services for the above listed proposed project.

b. Approve related Budget Transfer.

f. ITB 21-026 Code Compliance Building Demolition and Unsafe Structure Securing Services Secondary/Alternate Contractor- Cross Construction Services, Inc.

Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and Cross Construction Services, Inc. to provide the demolition of unsafe structures and securing or elimination of public nuisance conditions as a secondary/alternate contractor on an as needed basis.

g. 21-002 Residential Road Resurfacing Project FY 2021; D.A.B. Constructors, Inc.

a. Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida, and D.A.B Constructors, Inc. to provide residential roadway-resurfacing services for various roadways throughout Citrus County.

b. Approve and Authorize the award to D.A.B. Constructors, Inc. to include the total FY 20/21 Budget amount of $4,800,000, which will consist of $4,000,000 of the approved FY 20/21 Budget and $800,000 from the Citrus Springs MSBU Budget for roadway resurfacing project.

c. Approve and Authorize staff to add/delete additional ranked roadways at the unit costs noted in the bid and to expend the total FY 20/21 budgeted amount of $4,800,000.

h. ITB 21-015 Purchase, Construction and Installation Services for a Storage Building at the Bicentennial Park; Daly & Zilch (Florida) Inc

Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida, and Daly & Zilch (Florida), Inc. to provide the purchase, construction and installation services of a storage building at the Bicentennial Park for the Ground Maintenance Division.

i. QTE 15-080 Amendment No. 3; NeoGov Online Services; GovernmentJobs.com, Inc. dba NeoGov

Approve and Authorize the Chairman to execute the Amendment No. 3 to the Agreement between Citrus County, Florida and GovernmentJobs.com, Inc. dba NeoGov to add additional services for the subscription of the employee evaluation program called Perform.

j. QTE 19-035/QTE 21-056 Parks & Recreation Pool Chemical & Services for Bicentennial Park Pool *- This agenda item was pulled for discussion.*

Minutes Acceptance: Minutes of Feb 9, 2021 1:00 PM (Minutes)

a. Board discussion on the Local Vendor Pool chemical quotes and give direction to staff as to option "B" or option "C".

b. Approve and Authorize the Chairman to execute the Amendment No. 2 to the Agreement between Citrus County, Florida and Triangle Pool Services to provide pool chemicals and services and extend the Agreement for an additional one-year period to expire on February 11, 2022.

c. Approve and authorize staff to cancel Agreement with Triangle Pool Services and start the bidding process and solicit an Invitation to Bid, this will take approximately 3 to 4 months to complete this process.

Clerk's Note: Discussion and voting results located at the end of Bids section.

k. BW 064-15 Amendment No. 4; Sensus Water Meters; Core & Main LP

Approve and Authorize the Chairman to execute Amendment No. 4 to the Agreement between Citrus County, Florida and Core & Main LP to extend the duration of the Agreement to February 22, 2022.

l. AGR 21-045 Internet Base-Voice and VoIP Services; Granite Telecommunications, LLC

Approve and Authorize the Chairman to execute the Work Order and General Terms and Conditions of Service between Citrus County, Florida and Granite Telecommunications, LLC to provide an internet base Voice and VoIP Services for Systems Management.

Item Pulled from Bids for Discussion

. QTE 19-035/QTE 21-056 Parks & Recreation Pool Chemical & Services for Bicentennial Park Pool

a. Board discussion on the Local Vendor Pool chemical quotes and give direction to staff as to option "B" or option "C".

b. Approve and Authorize the Chairman to execute the Amendment No. 2 to the Agreement between Citrus County, Florida and Triangle Pool Services to provide pool chemicals and services and extend the Agreement for an additional one-year period to expire on February 11, 2022.

c. Approve and authorize staff to cancel Agreement with Triangle Pool Services and start the bidding process and solicit an Invitation to Bid, this will take approximately 3 to 4 months to complete this process.

Commissioner Jeff Kinnard, D.C. commented.

Motion to approve item E1j, option b.

Minutes Acceptance: Minutes of Feb 9, 2021 1:00 PM (Minutes)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jeff Kinnard D.C., Commissioner District 1
SECONDER:	Ruthie Davis Schlabach, 2nd Vice Chair, District 3
AYES:	Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis

E.2. Budget Transfers

Approve budget transfers for Code Compliance, State Housing Initiative Partnership, Retired Senior Volunteer Program, Boating Improvements, Homeland Security Program and Utilities for fiscal year 2020-21.

Motion to approve item E2.

At the request of First Vice Chairman Ronald E. Kitchen, Jr., County Administrator Charles R. Oliver provided clarification and will follow up with the information requested.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jeff Kinnard D.C., Commissioner District 1
SECONDER:	Holly L. Davis, Commissioner, District 5
AYES:	Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis

E.3. Budget Resolution

Adopt and authorize the Chairman to execute a resolution adopting/amending Parks Special Programs, Older American's Act Title III B, Older American's Act Title III C-1, Older American's Act Title III C-2, Older American's Act Title III E grant budgets, Metropolitan Plan Organization budget and the State Housing Initiative Partnership (SHIP) grant budget for fiscal year 2020-21.

Motion to approve item E3.

At the request of First Vice Chairman Ronald E. Kitchen, Jr., County Administrator Charles R. Oliver and County Attorney Denise A. Dymond Lyn provided clarification.

Board discussion ensued.

Resolution Number 2021-007

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Ronald E. Kitchen Jr., 1st Vice Chair, District 2
SECONDER:	Jeff Kinnard D.C., Commissioner District 1
AYES:	Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis

E.4. 2021-2023 MOU / Vendor Agreements - LIHEAP/EHEAP

a. Approve and authorize the Chairman to execute “Memorandum of Understanding for Weatherization Program between Citrus County and Mid Florida Community Services, Incorporated for the provision of LIHEAP and EHEAP Weatherization Assistance services effective upon execution by both parties through March 31, 2023.

b. Approve and authorize the Chairman to execute the 2021-2023 Vendor Payment Agreements for the Low Income Home Energy Assistance Program (LIHEAP) and the Emergency Home

Minutes Acceptance: Minutes of Feb 9, 2021 1:00 PM (Minutes)

Energy Assistance for the Elderly Program (EHEAP).

Motion to approve item E4.

Prior to vote, Clerk requested clarification of the motion.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Holly L. Davis, Commissioner, District 5
SECONDER:	Ruthie Davis Schlabach, 2nd Vice Chair, District 3
AYES:	Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis

E.5. Historic Hernando School Use Agreement

Approve and authorize the Chairman to execute the Historic Hernando School Use Agreement between Citrus County, Florida and Citrus County Historical Society, Inc., a Florida Not for Profit Corporation for use of a portion of the premises located at 2415 N. Florida Avenue, Hernando in Citrus County, Florida for the County's Hernando Area Senior Program at the rate of $800.00 per month. This renewal begins January 1, 2021, and expires on December 31, 2021, with an option to renew for one (1) additional, one (1) year period.

At the request of Second Vice Chairman Ruthie Schlabach, County Administrator Charles R. Oliver provided clarification.

Motion to approve item E5.

First Vice Chairman Ronald E. Kitchen, Jr. commented.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jeff Kinnard D.C., Commissioner District 1
SECONDER:	Holly L. Davis, Commissioner, District 5
AYES:	Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis

E.6. Contingency Allowance for ITB #20-001 Crystal River Airport 10-Unit T-Hangar and Taxilane Project

Request the Board to approve/acknowledge Contingency Allowance Adjustment #1 to Mar-Con Construction, LLC, in the amount of $52,002.00 for additional subsurface pressure grouting to provide a stable foundation for the T-Hangar building for the ITB #20-001 Crystal River Airport 10-Unit T-Hangar and Taxilane Project.

Motion to approve item E6.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Holly L. Davis, Commissioner, District 5
SECONDER:	Jeff Kinnard D.C., Commissioner District 1
AYES:	Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis

E.7. Facility Use Agreement - 2021 Strawberry Festival

Approve and authorize the Chairman to execute the Floral Park Use Agreement between Citrus County, Florida, a political subdivision of the State of Florida and the Citrus County Chamber of Commerce for the utilization of Floral Park for the annual Strawberry Festival to be held on March 6 & 7, 2021.

Minutes Acceptance: Minutes of Feb 9, 2021 1:00 PM (Minutes)

Motion to approve item E7.

First Vice Chairman Ronald E. Kitchen, Jr. and Chairman Scott Carnahan commented.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Ronald E. Kitchen Jr., 1st Vice Chair, District 2
SECONDER:	Ruthie Davis Schlabach, 2nd Vice Chair, District 3
AYES:	Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis

E.8. TDC Funding for City of Crystal River Kings Bay River Walk and the Friends of the Crystal River National Wildlife Refuge interactive educational display

Approve recommendations of Tourist Development Council to fund the Friends of the Crystal River National Wildlife Refuge request of $100,000 for the interactive educational display and the City of Crystal River's request of $500,000 for the Kings Bay River Walk project and approve related Budget Amendment.

Motion to approve item E8.

Crystal River City Manager Ken Frink addressed the Board.

First Vice Chairman Ronald E. Kitchen, Jr. and Commissioner Jeff Kinnard, D.C. commented.

Board discussion ensued.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Ronald E. Kitchen Jr., 1st Vice Chair, District 2
SECONDER:	Holly L. Davis, Commissioner, District 5
AYES:	Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis

E.9. MFAAA GR CCE / ADI / HCE / LSP Resolution (Extension)

Adopt and authorize the Chairman to execute a Resolution pertaining to the extended application and contract terms from the Mid Florida Area Agency on Aging dba Elder Options for the General Revenue Programs Community Care for the Elderly Program, Alzheimer's Disease Initiative Program, Home Care for the Elderly Program and Local Services Program. This extends the original application and contract term of July 1, 2018 through June 30, 2021, to June 30, 2022 due to COVID.

Motion to approve item E9.

Resolution Number 2021-008

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jeff Kinnard D.C., Commissioner District 1
SECONDER:	Holly L. Davis, Commissioner, District 5
AYES:	Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis

E.10. Final Release of Retainage, Gas Collection and Control System Expansion and Gas Migration Project

Accept the completed Gas Collection and Control System Expansion and Gas Migration Control Project and approve the release of retainage in the amount of $106,296.85 to Aptim

Minutes Acceptance: Minutes of Feb 9, 2021 1:00 PM (Minutes)

Government Solutions, LLC.

Motion to approve item E10.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jeff Kinnard D.C., Commissioner District 1
SECONDER:	Ruthie Davis Schlabach, 2nd Vice Chair, District 3
AYES:	Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis

E.11. Resolution in Support of Tampa Bay Regional Planning Council

Adopt and authorize the Commissioners to execute the Resolution in support of the Tampa Bay Regional Planning Council in opposition to Senate Bill 62.

Chairman Scott Carnahan and First Vice Chairman Ronald E. Kitchen, Jr. commented.

Motion to approve item E11.

First Vice Chairman Ronald E. Kitchen, Jr. made an announcement.

Resolution Number 2021-009

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Ronald E. Kitchen Jr., 1st Vice Chair, District 2
SECONDER:	Scott Carnahan, Chair, District 4
AYES:	Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis

E.12. FDOT State Highway Lighting Agreement

Approve and authorize the Chairman to execute the attached State Highway Lighting, Maintenance and Compensation Agreement.

Motion to approve item E12.

At the request of Second Vice Chairman Ruthie Schlabach, Public Works Director Randall Olney provided clarification regarding page 732, paragraph 2.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jeff Kinnard D.C., Commissioner District 1
SECONDER:	Ronald E. Kitchen Jr., 1st Vice Chair, District 2
AYES:	Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis

E.13. Meals on Wheels America Amendment #1 to Master Services Agreement, Statement of Work #3

Approve and authorize the Chairman to execute Amendment #1 and Statement of Work #3 between Meals on Wheels America ("MOWA") and Citrus County, Florida to provide nutritional meals and a weekly friendly visit to Humana clients for a specified period of time. The Statement of Work #3 is for the time period of January 1st, 2021 - April 1st, 2022. No cash match required.

Motion to approve item E13.

Minutes Acceptance: Minutes of Feb 9, 2021 1:00 PM (Minutes)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Ruthie Davis Schlabach, 2nd Vice Chair, District 3
SECONDER:	Ronald E. Kitchen Jr., 1st Vice Chair, District 2
AYES:	Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis

E.14. FY20 Assistance to Firefighters (AFG) Grant

a. Adopt and authorize the Chairman to execute a Resolution authorizing an application for funding to The Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) Fiscal Year (FY) 2020 Assistance to Firefighters Grant (AFG) Program for Motorola radio replacement.

b. Approve and authorize the Chairman to execute the "Designation of Signature Authority". The requested funding is $553,476.35. The required match is $61,497.37 for a total project cost of $614,973.72.

Motion to approve item E14a and b.

Resolution Number 2021-010

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Holly L. Davis, Commissioner, District 5
SECONDER:	Ruthie Davis Schlabach, 2nd Vice Chair, District 3
AYES:	Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis

E.15. Emergency Shelter FEMA Reimbursements

Authorize the Chairman to sign a letter terminating the agreement dated September 11, 2018 with the School District.

Motion to approve item E15.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Ronald E. Kitchen Jr., 1st Vice Chair, District 2
SECONDER:	Jeff Kinnard D.C., Commissioner District 1
AYES:	Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis

E.16. Ratify Signature of County Administrator

Ratify Signature of County Administrator on the Release Form for Property Damage/Injury from the Department of Motor Vehicles for Tyler Ervin whose damages to County property have been paid in full.

Motion to approve item E16.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Ronald E. Kitchen Jr., 1st Vice Chair, District 2
SECONDER:	Jeff Kinnard D.C., Commissioner District 1
AYES:	Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis

F. OUTSTANDING COMMISSION ITEMS

Minutes Acceptance: Minutes of Feb 9, 2021 1:00 PM (Minutes)

	BOARD DATE	ISSUE	RESPONSIBLE PARTY	ANTICIPATED COMPLETION DATE	DATE COMPLETED	COMMENTS
1.	12/12/2017 RETREAT	Resolve Landfill Issues	Larry Brock/GMA	Ongoing		
2.	7/9/2019	Proposed Changes to Fireworks/Ordinance Permitting	Denise Lyn	5/1/2020		
3.	11/17/2020	Develop Lease for 10 Acres of Property for Lifestream	Denise Lyn/ Susan Boelk	12/15/2020		Draft Option Agreement Sent to Life Stream 12/15/2020
4.	12/8/2020 RETREAT	Agenda for Boat Ramp Fee's	Randy Oliver/ Mariselle Rodriguez	Public Hearing set for 2/9/21		
5.	12/8/2020 RETREAT	Agenda Strategic Plan Regarding Hiring a Consultant to Assist the County in Developing	Randy Oliver/ Commissioner Davis			Workshop scheduled for 2/9/2021
6.	12/8/2020 RETREAT	Commissioner Schlabach Town Hall Schedule	Randy Oliver			To be scheduled for March 2020
7.	12/8/2020 RETREAT	Workshop for RFP on Solid Waste Garbage Collection	Randall Olney	March/April 2021		
8.	12/8/2020 RETREAT	Agenda Item for an RFP Marketing Firm to Assist County	Randy Oliver/ Commissioner Davis			
9.	12/8/2020 RETREAT	Develop Cost for Construction of "cheapest" Segment of Ft Island Trail Project.	Randy Oliver/ Randall Olney	1/31/2021		
10.	12/8/2020 RETREAT	Consider Half Cent Local Option Sales Tax	Randy Oliver Commissioners			
11.	12/8/2020 RETREAT	Add Funds to Code Enforcement Budget for Demolitions	Colleen Scott/ Scott McKinney	2/9/2021		On this Agenda
12.	12/8/2020 RETREAT	Discuss Schedule of Future Planning Retreats	Randy Oliver	2/9/2021		Workshop on February 9, 2021
13.	1/5/2021	Agenda Item Distributing money to the cities.	Randy Oliver	1/18/2021		COMPLETED
14.	1/5/2021	Agenda Item for Chambers Contract for $800,000	Randy Oliver	1/19/2021		On this Agenda (rolled over from1/19 Agenda)
15.	1/5/2021	Agenda Item for $500,000 from the TDC Special Project Fund for Crystal River Boardwalk	Randy Oliver	2/9/2021		On this Agenda
16.	1/5/2021	Sale of Turkey Oak property back to Board	Randy Oliver	7/13/2021		
17.	1/5/2021	Agenda Item for $550,000 in CARES money	Randy Oliver	1/19/2021		COMPLETED
18.	1/5/2021	Reconciliation of Duke Funds	Colleen Scott	2/9/2021		Discussion scheduled for Workshop 2/9/21
19.	1/20/2021	Resolution Supporting Regional Planning Council's	Randy Olney/ Sean Sullivan	2/9/2021		On this Agenda

County Administrator Charles R. Oliver requested the deletion of items 13 and 17.

Minutes Acceptance: Minutes of Feb 9, 2021 1:00 PM (Minutes)

F.1. Motion to approve item F, with the removal of items 13 and 17.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Ronald E. Kitchen Jr., 1st Vice Chair, District 2
SECONDER:	Jeff Kinnard D.C., Commissioner District 1
AYES:	Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis

G. COUNTY ADMINISTRATOR - CHARLES R. OLIVER

No items.

H. PRESENTATIONS/PUBLIC HEARINGS

H.1. 1:30 PM Presentation by Citrus County Chamber of Commerce on Cares Act Funding

Chamber presentation on $800,000 in former CARES funds for small businesses

Josh Wooten, President and CEO of Citrus County Chamber of Commerce and Ardath Prendergast, Vice President of Operations and Business Retention & Expansion provided the presentation, Mr. Wooten recognized the team that contributed to this presentation, and Mr. Wooten, Ms. Prendergast, and Dr. Vernon Lawter responded to questions from the Board.

Commissioners commented in response to the recommendations, followed by Board discussion.

Motion to cut the checks directly to the organizations that were presented, cut the Citrus County Chamber of Commerce a check for $350,000, and get a small contract in place that they will spend the money by the law.

County Administrator Charles R. Oliver read into the record the list of organizations.

Board discussion continued with the County Attorney Denise A. Dymond Lyn and Mr. Wooten, who responded to questions from the Board.

Motion was amended to authorize the Chairman to sign the contract.

Citizens Carl Flanigan and Meredith Linley commented.

RESULT:	**ADOPTED [4 TO 1]**
MOVER:	Scott Carnahan, Chair, District 4
SECONDER:	Ruthie Davis Schlabach, 2nd Vice Chair, District 3
AYES:	Carnahan, Schlabach, Kinnard D.C., Davis
NAYS:	Kitchen Jr.

. Continued - Cares Act Presentation

Chairman Scott Carnahan presented a recommendation to put together a working group.

Board discussion ensued.

Consensus of the Board was to give staff the direction to create a working group.

. Continued- Cares Act Presentation

Minutes Acceptance: Minutes of Feb 9, 2021 1:00 PM (Minutes)

County Attorney Denise A. Dymond Lyn read the proposed contract for the Citrus County Chamber of Commerce into the record for item H1 and Josh Wooten, CEO and President of the Citrus County Chamber of Commerce responded to Ms. Lyn.

Board discussion ensued.

H.2. 1:45 PM Presentation - Boat Launch Fees

Conduct a presentation on the Boat Ramp Launch Fees

Parks and Recreation Director Francine Nobles provided the presentation.

Board discussion ensued.

County Administrator Charles R. Oliver responded to questions from the Board.

Board discussion continued.

Commissioner Jeff Kinnard, D.C. presented a recommendation for the Annual Pass amounts, followed by further Board discussion.

Consensus of the Board was given to staff regarding Boat Launch Fees.

H.3. 2:00 PM Conduct A Public Hearing - Boat Launch Fees

a. Conduct a Public Hearing on February 9, 2021 at 2:00 p.m. on an Ordinance of Citrus County, Florida providing for launch fees; providing that amount of the launch fees be set by Board Resolution; providing for penalties and enforcement; providing for the use of revenue generated from the fees; providing for severability; providing for inclusion into the code; providing for modifications that may arise from consideration at public hearing; providing for repeal of inconsistent provisions, and; providing for an effective date.

b. If approved adopt and, authorize the Chairman to execute the Ordinance.

County Attorney Denise A. Dymond Lyn acknowledged the ordinance will be amended based on previous discussions in item H2, read the proposed ordinance title into the record, and provided verbiage for the requested changes.

County Administrator Charles R. Oliver provided a recommendation on the fees.

Board discussion ensued with Ms. Lyn.

Citizen Captain Mike Brothers, Sabrina Watson, Tim Lattoz, Rick Karnes, Bob Halstead, and Crystal River City Manager Ken Frink commented.

Commissioners responded to comments from the public.

Ms. Lyn read the requested changes into the record.

Motion to adopt the ordinance striking the language "via a trailer" throughout.

Board discussion continued.

Ordinance Number 2021-01

Minutes Acceptance: Minutes of Feb 9, 2021 1:00 PM (Minutes)

RESULT:	**ADOPTED [4 TO 1]**
MOVER:	Jeff Kinnard D.C., Commissioner District 1
SECONDER:	Ronald E. Kitchen Jr., 1st Vice Chair, District 2
AYES:	Kitchen Jr., Schlabach, Kinnard D.C., Davis
NAYS:	Carnahan

. **Continued - 2:00 PM Conduct a Public Hearing - Boat Launch Fees**

County Attorney Denise A. Dymond Lyn read the amendments to the resolution setting the fees on pages 817 and 818: On page 818 delete paragraphs 1b, 1d, 1f, and 1g; change 1c to $75 and remove the word motorized; paragraph 1e, remove the word motorized; paragraph 1 is going to be changed to read as follows "The launch fees for the following boat ramps: Fort Island Gulf Beach, Fort Island Trail Park, MacRae's , and Hernando shall be as follows" and insert paragraph 2 to read as follows "The launch fee for the following 11 Boat Ramps: Ozello Community Park, Ozello Park, Goldendale, Spruce, Trails End, Withlapopka, Chassahowitzka Campground, Duval, Turner Camp, Eden, and Mason Creek that will be set at zero".

Citizens Rick Karnes and Tim Lattoz commented.

Commissioners and Ms. Lyn responded to comments from the public.

. **Motion to approve as reflected and read into the record by the County Attorney.**

Resolution Number 2021-011

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Ronald E. Kitchen Jr., 1st Vice Chair, District 2
SECONDER:	Holly L. Davis, Commissioner, District 5
AYES:	Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis

I. ADVISORY BOARD ANNOUNCEMENTS, NOMINATIONS & APPOINTMENTS

I.1. Value Adjustment Board Citizen Member

a. Accept with regret the resignation of the Board appointed citizen member Robert Bass from the Value Adjustment Board.

b. Announce vacancy available and the taking of applications for one citizen member position on the Value Adjustment Board. The citizen member must own homestead property in Citrus County. Applications are available on the Clerk of the Circuit Court and Comptroller website www.citrusclerk.org

County Administrator Charles R. Oliver provided the announcements.

I.2. VSAB Press Release Seeking New Members

Approval by the Board for a press release to announce three (3) vacancies on the Veterans Services Advisory Board (V.S.A.B.). The term will be for two (2) years and will expire on 3/31/2023.

County Administrator Charles R. Oliver provided the announcement.

I.3. Special Library District Advisory Board Nomination and Appointment

Minutes Acceptance: Minutes of Feb 9, 2021 1:00 PM (Minutes)

a. Nominate & Appoint four individuals to the Special Library District Advisory Board as Regular Members to fill four expiring terms. The new two-year terms will be effective February 1, 2021 through January 31, 2023.

b. Nominate and appoint one individual to the Special Library District Advisory Board as a Regular Member to fill one unexpired term, effective February 1, 2021 through January 31, 2022.

At the request of First Vice Chairman Ronald E. Kitchen, Jr., County Administrator Charles R. Oliver provided clarification.

Motion to nominate and re-appoint Kenneth Jones, Elaine Kleid, and Phyllis Peters as Regular Member for 2 year terms.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Ronald E. Kitchen Jr., 1st Vice Chair, District 2
SECONDER:	Holly L. Davis, Commissioner, District 5
AYES:	Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis

. **Continued - Special Library District Advisory Board Nomination and Appointment**

Board discussion ensued.

. **Motion to nominate and appoint Lorraine Benefield as Regular Member for expiring two year term and appoint Carol Spring as Regular Member for unexpired 1 year term.**

Prior to the vote, Clerk requested clarification of the motion, followed by Board discussion.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Holly L. Davis, Commissioner, District 5
SECONDER:	Jeff Kinnard D.C., Commissioner District 1
AYES:	Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis

J. COMMITTEE REPORTS FROM COMMISSIONERS

Commissioner Holly Davis shared information from the Citrus County Community Charitable Foundation (CCCCF) meeting.

First Vice Chairman Ronald E. Kitchen, Jr., announced the next Tourist Development Council (TDC) and gave an overview from the Tampa Bay Regional Planning Council(TBRPC) meeting.

Commissioner Jeff Kinnard, D.C. provided an announcement of appointment as Chair of the Hernando/Citrus Metropolitan Planning Organization and gave an overview of the (MPO) meeting.

Second Vice Chairman Ruthie Schlabach commented regarding the MPO meeting.

Chairman Scott Carnahan spoke concerning the Small County Coalition of Florida Executive Board meeting.

K. COMMISSIONER HOLLY L. DAVIS - DISTRICT 5

Minutes Acceptance: Minutes of Feb 9, 2021 1:00 PM (Minutes)

K.1. Discussion and vote on Veterans-led Pledge of Allegiance at Board of County Commissioners (BOCC) regular board meeting.

Discussion and vote on Veterans-led Pledge of Allegiance at Board of County Commissioners (BOCC) regular board meeting.

Commissioner Holly Davis presented the recommendation.

Motion to approve item K1.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Holly L. Davis, Commissioner, District 5
SECONDER:	Ruthie Davis Schlabach, 2nd Vice Chair, District 3
AYES:	Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis

. Continued - Holly L. Davis - District 5

Commissioner Holly Davis discussed information from the Stakeholder meeting regarding the extension of the Crystal River Airport runway.

County Administrator Charles R. Oliver acknowledged the request for a resolution and it will be scheduled for the first meeting in March.

First Vice Chairman Ronald E. Kitchen, Jr. requested after the adoption of the resolution that it be sent to the Tampa Bay Regional Planning Council.

L. COMMISSIONER JEFF KINNARD D.C. - DISTRICT 1

L.1. Obtain Appraisal and Seek Grants for the "Pirates Cove" property adjacent to the Ozello Boat ramp.

Direct Staff to obtain appraisals for the property and determine what grants are available to assist with the purchase.

Commissioner Jeff Kinnard, D.C. presented the recommendation.

Board discussion ensued.

Motion by Commissioner Jeff Kinnard, D.C. and Seconded by Commissioner Holly Davis to authorize the staff to pursue obtaining two appraisals on the property for a cost up to $10,000.

Citizens Deb Infantine and John Green commented.

Commissioners responded to comments from the public.

County Attorney Denise A. Dymond Lyn addressed the Board regarding zoning.

Motion was pulled.

Consensus of the Board was to give staff direction to take and to bring back at the next meeting.

There was no action taken.

M. 2ND VICE CHAIR RUTHIE DAVIS SCHLABACH - DISTRICT 3

Minutes Acceptance: Minutes of Feb 9, 2021 1:00 PM (Minutes)

M.1. Emergency Operation Center

Establish a Hiring Panel to select the Director of the Emergency Operative Centers.

Second Vice Chairman Ruthie Schlabach presented the recommendation.

Motion to establish a hiring panel, regardless of whoever operates the Emergency Operation Center (EOC), to select the new EOC Director and it should include the following: a representative of Citrus County Sheriff's Department, appointed by the Sheriff; The Florida Department of Health of Citrus County; a representative appointed by the Superintendent of Schools for Citrus County; Citrus County Fire Chief; County Administrator; and with the addition of a representative from the City of Inverness and the City of Crystal River.

Board discussion ensued.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Ruthie Davis Schlabach, 2nd Vice Chair, District 3
SECONDER:	Ronald E. Kitchen Jr., 1st Vice Chair, District 2
AYES:	Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis

N. 1ST VICE CHAIR RONALD E. KITCHEN JR. - DISTRICT 2

N.1. Schedule Workshop to Discuss Fort Island Trail Multi-Purpose Path Project

Schedule Workshop for February 23, 2021 at 9am in the Courthouse in Inverness to discuss the Fort Island Trail Multi-Purpose Path Project.

First Vice Chairman Ronald E. Kitchen, Jr. presented the recommendation.

Motion to schedule a Public Workshop on February 23rd, 2021 at 9:30 A.M. in the BOCC Board Room.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Ronald E. Kitchen Jr., 1st Vice Chair, District 2
SECONDER:	Holly L. Davis, Commissioner, District 5
AYES:	Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis

. Continued - 1st Vice Chair Ronald E. Kitchen, Jr. - District 2

First Vice Chairman Ronald E. Kitchen, Jr. recognized staff for the Quarterly Budget Status Report and made an announcement.

O. CHAIRMAN SCOTT CARNAHAN - DISTRICT 4

No items.

P. COUNTY ATTORNEY DENISE A. DYMOND LYN

P.1. Public Official Bonds for Commissioners

Approve and authorize Commissioners to execute Public Official Bonds in the amount of $2,000.00 each for Commissioner Schlabach and Commissioner Davis.

Minutes Acceptance: Minutes of Feb 9, 2021 1:00 PM (Minutes)

County Attorney Denise A. Dymond Lyn presented the recommendation and acknowledged the spelling error.

Motion to approve item P1.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Scott Carnahan, Chair, District 4
SECONDER:	Jeff Kinnard D.C., Commissioner District 1
AYES:	Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis

P.2. Attorney/Client Session-Scott Adams v. Citrus County, Florida *- Item received after the agenda was published.*

Approval to set an Attorney/Client Session on February 23, 2021 at 9:00 AM in the matter styled Scott Adams v. Citrus County, Florida (Case No: 2020 AP 0012).

County Attorney Denise A. Dymond Lyn presented the recommendations for both items P2 and P3.

Motion to schedule the Attorney/Client Session at 9 A.M. on February 23, 2021.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Scott Carnahan, Chair, District 4
SECONDER:	Ronald E. Kitchen Jr., 1st Vice Chair, District 2
AYES:	Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis

P.3. Attorney/Client Session – William Owens v. Citrus County, Florida *- Item received after the agenda was published.*

Approval to set an Attorney/Client Session on February 23, 2021 at 9:15 AM in the matter styled William Owens v. Citrus County, Florida (Case No: 2020 AP 0011).

Motion to schedule Attorney/Client Session at 9:15 A.M. on February 23, 2021.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Scott Carnahan, Chair, District 4
SECONDER:	Holly L. Davis, Commissioner, District 5
AYES:	Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis

Q. OPEN TO THE PUBLIC

Deb Infantine addressed the Board on various issues.

Commissioners responded comments from Ms. Infantine.

R. UPCOMING MEETINGS

1. Regular Meeting: **February 23, 2021 at 1:00 PM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

2. Regular Meeting: **March 9, 2021 at 1:00 PM**, Citrus County Courthouse, Room 100,

Minutes Acceptance: Minutes of Feb 9, 2021 1:00 PM (Minutes)

110 N. Apopka Avenue, Inverness, FL 34450

3. Regular Meeting: **March 23, 2021 at 1:00 PM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

S. UPCOMING WORKSHOPS AND SPECIAL MEETINGS

1. Special Meeting Presentations for CARES Act Funds to Non-Profits: **Tuesday March 16, 2021 at 9:00 AM**, Citrus County Courthouse, 110 North Apopka Avenue, Room 100, Inverness Florida 34450

T. 5:01 P.M. PUBLIC HEARINGS

T.1. 5:01 PM CPA/AA-20-19 – Clark A. Stillwell for VBRL Land Holdings, LLC

a. Conduct a public hearing on February 9, 2021 at 5:01 p.m. to review and discuss CPA/AA-20-19 - Clark A. Stillwell for VBRL Land Holdings, LLC.

b. If approved, adopt and authorize the Chairman and Clerk to execute the ordinances for CPA/AA-20-19 - Clark A. Stillwell for VBRL Land Holdings, LLC.

County Attorney Denise A. Dymond Lyn read the proposed ordinance titles into the record and polled the Board for ex parte communications.

Attorney Clark Stillwell provided the applicant presentation.

Land Development Senior Planner Joe Hochadel provided the staff presentation.

There were no public comments.

Ms. Lyn provided the Board with the amended verbiage to add to the motion.

Motion to approve CPA/AA-20-19, adding the word "amending" to the title of the Atlas Amendment Ordinance.

Ordinance Numbers 2021-A06 and 2021-A07

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Ronald E. Kitchen Jr., 1st Vice Chair, District 2
SECONDER:	Scott Carnahan, Chair, District 4
AYES:	Carnahan, Kitchen Jr., Schlabach, Kinnard D.C., Davis

U. ADJOURN

The meeting was adjourned at 5:30 PM

Minutes Acceptance: Minutes of Feb 9, 2021 1:00 PM (Minutes)

AGENDA MEMORANDUM

FROM:	Randall Olney, Public Works Director
SUBJECT:	Acknowledgement of Airport Hangar Lease Agreement(s)
AGENDA DATE:	**March 09, 2021**

BRIEF OVERVIEW:

During the September 11, 2018, Citrus County Board of County Commissioners meeting, the Board approved the motion to grant the County Administrator authority to complete and execute hangar leases in a timely manner and bring them before the Board. In accordance with this motion, staff has processed a lease with the following tenant(s) and recommends acknowledgment of the attached lease agreement(s):

Tenant: Private LLC., (Mr. Luke Frazier) leasing unit 1-F at Inverness Airport.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
					$0

The potential annual revenue income is $4,064.40.

RECOMMENDED ACTION:

Staff requests that the Board of County Commissioners acknowledge the attached, executed T-Hangar lease agreement(s) with Private LLC., (Mr. Luke Frazier).

T-HANGAR LEASE AGREEMENT

(For lease of County-owned and operated Hangars)

This Agreement, is made this 29th day of January **2021,** by and between Citrus County, Florida, a political Subdivision of the State of Florida, as **Lessor**, whose address is 110 North Apopka Avenue, Inverness, Florida 34450 and **Private LLC,** a Domestic Limited Liability Company as **Lessee**, whose address is **350 N. Meridian Rd., Kalispell, MT 59901.**

Section 1. Hangar and Purpose. The Lessor hereby leases to the Lessee T-Hangar **Unit 1-F** at 4270 S Airport Rd Inverness FL, 34450, located on the Inverness Airport (the "Hangar" or the "Premises") for the purpose of storing "registered" aircraft only. Unregistered aircraft may not be stored in the Hangar at any time or for any reason. A breach of this provision is grounds for immediate termination of this Agreement without further notice.

Section 2. Term. This Agreement will commence on **February 1, 2021** and end on **January 31, 2025**. This Lease may be renewed upon negotiation.

Section 3. Rent. The Lessee shall pay to the Lessor in U.S. dollars the monthly rental of **$338.70 per month, plus tax.** The Rent may be adjusted at the beginning of each renewal term. **Rent is due and payable on the first day of each month without notice**. **The Lessee is further responsible for payment of any and all fees, charges, and taxes (excluding real property taxes or any portion thereof) which may be applicable to the rental of the Hangar.** The Lessee is also responsible for the electric bill. The first and last month's rent shall be prorated on a per day basis if such period is for less than a full month. **A ten percent (10%) penalty will be applied to all rents received after 5:00 PM on the tenth (10th) day of the month due.** Acceptance by the Lessor of any payment from the Lessee hereunder in an amount less than that which is currently due shall in no way affect the Lessor's rights under this Agreement and shall in no way constitute an accord and satisfaction. If the named Lessee is a corporation, the undersigned corporate officer of the Lessee shall be personally liable, jointly and severally, for the obligations hereunder. Lessee shall mail Lessee's payments to Board of County Commissioners (BOCC) 3600 W. Sovereign Path, Suite 127, Lecanto, FL 34461 or to such other address as Lessor may direct.

Section 4. Security Deposit. The Lessee shall deposit with the Lessor the sum of **$338.70** (the "Deposit") prior to occupancy. Said amount shall be held by the Lessor as security to insure that the Premises are returned to the Lessor upon expiration of this Agreement in materially the same condition as originally rented except for ordinary wear and tear, and to further insure the Lessee's performance of the terms and conditions in this Agreement. Said Deposit shall not accrue interest to the Lessee. If the Lessee defaults with respect to any provision of this Agreement, including but not limited to the payment of any rent, the Lessor may, but shall not be obligated to, apply or retain all or any portion of said Deposit for the payment of any amount due the Lessor or to reimburse or compensate the Lessor for any liability, cost, defense, loss or damage which the Lessor may suffer or incur by reason thereof. The Lessor shall, within 30 days of the Lessee vacating the Premises, return to the Lessee that portion of the Deposit not used or applied by the Lessor.

Attachment: Supporting Docs Private LLC (12500 : Acknowledgement of Airport Hangar Lease Agreement(s))

Section 5. Rules and Regulations. This Agreement is governed by all federal, state and local laws, rules, regulations, executive orders, policies, guidelines, and requirements, including but not limited to all grant assurances as listed below:

a. Non-Discrimination
The Lessee for itself, its heirs, personal representatives, successors in interest and assigns, as a part of the consideration hereof does hereby covenant and agree that in the event facilities are constructed, maintained or otherwise operated on said property described in this Agreement for a purpose which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR, Part 21, Non-Discrimination in Federally Assisted Programs of the Department of Transportation, as said regulations may be amended or renumbered.

b. Standard Protection Clauses
The Lessor reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property herein described together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from, or operating at the Inverness Airport.

The Lessee expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the herein described real property to such a height so as to comply with Federal Aviation Regulations, Part 77, as said regulations may be amended.

The Lessee expressly agrees for itself, its successors and assigns, to prevent any use of the herein described real property which would interfere with or adversely affect the operation or maintenance of the airport or the air traffic there over, or otherwise constitute an airport hazard.

c. Exclusive Rights
Notwithstanding any other provision of this Agreement, it is expressly understood and agreed that the rights granted under this Lease are non-exclusive and the Lessor herein reserves the right to grant similar privileges, licenses or use to another operator(s), tenant(s) and/or licensee(s) in other portion(s) of the Airport property.

d. Escalation Clause
In January of each calendar year the rent will be adjusted in relation to the Consumer Price Index.

Section 6. Limitation of Use; Prohibition of Outside Storage. The use of the Premises shall be strictly limited to: (i) storage of the Aircraft described herein in Section 1; (ii) storage of those 'incidental items' needed for basic maintenance of aircraft; (iii) storage of one personal vehicle while the Aircraft is in transit. NO OTHER USES ARE ALLOWED. No outside storage is permitted nor is any other authorization to park aircraft on the Airport permitted. Violation of this

Attachment: Supporting Docs Private LLC (12500 : Acknowledgement of Airport Hangar Lease Agreement(s))

provision is grounds for immediate termination of this Agreement without further notice. If the Lessee wishes to engage in any use other than stated in Section 1, said use must first be approved in writing by the Lessor.

Section 7. Aircraft Fueling; Storage of Fuel. Aircraft shall not be fueled within twenty-five (25') feet of any hangar building. Fuel may only be stored in said Hangar in such quantity needed to sufficiently fuel the aircraft so that it may be taxied to a suitable fueling area.

Section 8. Assignment and Subletting. The Lessee shall not sublet or assign this Agreement without written approval from the Lessor.

Section 9. Fire Prevention. Fire extinguisher(s) shall be provided, per local Fire Marshall Requirements, and maintained by the Lessor and shall be mounted in the Premises. Lessee shall inspect fire extinguishers and notify Lessor in writing immediately upon noting any deficiencies. The cost of recharging any extinguisher shall be borne by the Lessee unless the Lessor is responsible for extinguisher discharge. The Lessee shall replace any lost or damaged fire extinguisher immediately. There will be "NO SMOKING" within the Premises.

Section 10. Hangar Locks. The Lessor will provide an entry lock (keyed, padlock or combination as appropriate) and it shall be the only lock used by the Lessee on the Premises. The Lessee shall pay the Lessor for the replacement of any damaged or lost lock immediately. The Lessee shall not make duplicate keys (or provide the combination as to combination locks) to allow access to another party without the prior written approval by the Lessor.

Section 11. Improvements and Alterations. No additions, fixtures, improvements or modifications shall be made to the Premises without prior written approval from the Lessor. All additions, fixtures, improvements or modifications made in or upon the Premises, whether by the Lessor or the Lessee, shall become the Lessor's property and shall remain upon the Premises at the termination or expiration of this Agreement without compensation to the Lessee. Building or other related permits for any modification or alterations will be the responsibility of the Lessee.

Section 12. Repair and Maintenance of Premises. The Lessor shall keep and maintain the roof over the Premises and the structural portions of the Premises in good order, condition and repair. In the event any damage to any and all Airport property caused by any act or negligence of the Lessee, its employees, agents, invitees or contractors, then such damage shall be immediately reported to Lessor and either repaired by the Lessee to the reasonable satisfaction of the Lessor or repaired by Lessor at Lessee's expense, at the option of Lessor.

At all times while this Agreement remains in force, the Lessee shall keep and maintain in good order, condition and repair the area leased by the Lessee including, without limitation: the interior walls; floors and ceilings; and the exterior and interior portions of all doors. The Hangar floor shall be clean and clear of debris, oil, grease and/or toxic chemicals. No hazardous or flammable materials will be stored within the Hangar unless stored within an EPA or local Fire Marshall approved container/cabinet. No boxes, crates, rubbish, paper or other litter that could cause or support combustion shall be permitted to accumulate within or about the Hangar. No material or object of any kind shall be left outside of said Hangar.

Attachment: Supporting Docs Private LLC (12500 : Acknowledgement of Airport Hangar Lease Agreement(s))

If the structure is damaged to such an extent that prompt repair is not possible, Lessor may void the lease and Lessee is released from all future rental obligations under the Lease.

Section 13. Trash/Waste/Debris. The Lessee shall be required to remove any and all Trash/Waste/Debris from the Airport Property that was generated by said Lessee.

Section 14. Termination. Either Party may terminate this agreement within thirty (30) days of written notice.

Section 15. Risk of Loss. The Lessee agrees that the Lessor shall not be liable for any loss arising out of, damage to, or destruction of (a.) the Aircraft; (b.) Lessee's personal property; or (c.) contents within the Premises or upon the Airport property, resulting from any cause, natural or manmade; however, excluding the intentional acts or gross negligence of the Lessor or their agents and employees.

Section 16. Insurance. Lessee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Lessee. The coverages, limits, and endorsements required herein protect the primary interests of the County, and these coverages, limits, and endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Lessee against any loss exposures. The requirements contained herein, as well as the County's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Lessee under this contract.

A. Aircraft Liability

Lessee must obtain and maintain for the duration of the lease, an occurrence form policy with minimum limits of $1,000,000 per occurrence to include premises liability coverage. Passenger coverage is required and must be in the minimum amount of $100,000 per occurrence. The policy shall endorse Citrus County, Florida, a political subdivision of the State of Florida as an additional insured and a waiver of subrogation must be included. The certificate holder shall read: *Citrus County, Florida, 3600 W. Sovereign Path, Suite 180, Lecanto, Florida, 34461.*

B. Automobile Liability

Lessee must obtain and maintain for the duration of the lease, coverage for all vehicles for Bodily Injury and Property Damage with minimum split limits of a minimum of $100/$300/$100 or $300,000 combined single limit. Lessee must provide proof of coverage to include the declaration page for coverage verification and provide this information for the duration of the lease.

C. Other Insurance Requirements

1) The Lessee shall provide a Certificate of Insurance on a standard accord form evidencing compliance with all insurance requirements at the inception of the lease. The certificate shall include a thirty (30) day notice of cancellation, ten (10) day notice if cancellation is for nonpayment of premium.

Attachment: Supporting Docs Private LLC (12500 : Acknowledgement of Airport Hangar Lease Agreement(s))

2) The Certificate Holder should read as follows: Citrus County, Florida, a political subdivision of the State of Florida, 3600 W. Sovereign Path, Lecanto, FL 34461.

3) All required insurance policies must be written with a carrier having an A.M. Best rating of A- or better.

4) Once ALL paperwork is completed and received by the County, an email will be sent to Lessee requesting online registration with myCOI. It is critical that the County is provided with an accurate email address. The cost to register is $19.95 and a credit/debit card will be needed. Part of the registration process includes providing contact information for Lessee's insurance agent(s), which will be needed at the time of registration. Once registered, an email will be sent to the insurance agent(s) requesting them to upload a current Certificate of Insurance (COI) directly into the myCOI website. Certificates of Insurance cannot be mailed, emailed or faxed to the County. Lessee will not be allowed to begin work and no payments will be made until registration is completed and a compliant Certificate of Insurance is received from Lessee's agent(s).

Section 17. Oral Representations; Modifications. No verbal statements made by either party shall be binding. This Agreement may only be modified or amended in writing and signed by the Lessor and the Lessee.

Section 18. Indemnification. Lessee shall indemnify, save and hold harmless the County and all of its officers, agents or employees from all cause of action, claims, demands, losses, liabilities and expenditures of any nature whatsoever, including defense costs and fees, caused by or arising from Lessee's use of the Premises including without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. Neither Lessee nor any of its agents will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its officers, agents or employees. In the event any lawsuit or other proceeding is brought against County by reason of any such claim, cause of action or demand, Lessee shall, upon written notice from County, resist and defend such lawsuit or proceeding by counsel satisfactory to County or, at County's option, pay for an attorney selected by County to defend County. This indemnification includes attorney's fees and all cost of litigation including appellate attorney's fees and cost as well as any judgments. The parties agree that this clause shall not waive the benefits or provisions of section 768.28, Florida Statutes, or any similar provisions of law. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement.

Section 19. Severability. In the event any court of competent jurisdiction shall hold any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provisions.

Section 20. Compliance with Laws, Regulations and Rules. The Lessee will use the Premises and conduct or allow only those activities upon the Premises that are in compliance with all applicable laws, regulations and rules.

Attachment: Supporting Docs Private LLC (12500 : Acknowledgement of Airport Hangar Lease Agreement(s))

Section 21. Acceptance of Premises. The Lessee has examined the Premises before entering into this Agreement and accepts same in it's "as is, whereas" conditions. The Lessee has not relied upon any representations by the Lessor as to the conditions of the Premises or its suitability.

Section 22. Subordination. This Agreement is subordinate to the provisions of any existing or future arrangements between the Lessor and the United States of America, the State of Florida, Citrus County or their agencies, relative to the operation and maintenance of the Citrus County Airport and specifically subject to the rules and regulations of the Federal Aviation Administration.

Section 23. Right of Entry. The Lessor shall, at reasonable times, have the right to enter the Premise for inspection and maintenance of same.

Section 24. Parking of Vehicles. The Lessee shall assume all risk of loss or damage resulting from parking Lessee's, employees, or guests vehicle at said Hangar. The Lessee further acknowledges and agrees that the risk or loss or damage to said vehicle(s) is not a covered item under the property insurance for the Premises or under any other policy of insurance maintained by the Lessor.

Section 25. Clear Aircraft Passageway. The Lessee acknowledges that space in front of the hangars and the Premises herein serve as a passageway for aircraft taxiing to and from the hangars. The Lessee shall not park vehicle in areas that may interfere with taxiing aircraft. The Lessee further agrees to cooperate with adjacent Lessees regarding aircraft movements, parking of vehicles, and general use of the hangars.

Section 26. Airport Security; Access Gate. It is understood and agreed that maintaining the airside portion of the Airport secure from trespassers and unauthorized persons is a critical goal and objective regarding local and national security and that the responsibility for security shall be shared by all airport Lessees and authorized users alike. The Lessee acknowledges that access to/from the airside portion of the Airport is through an automatic gate shared with other airside Lessees and authorized users. The Lessee, its agents, contractors, subcontractors, employees, sub-Lessees and guests shall gain access through this gate as approved by the Lessor and FBO.

Section 27. Dispute; Venue; Fees. In the event of any claim, action or dispute arising out of or related to this Agreement, such claim, action, or dispute shall be brought only in civil court in Citrus County, Florida. Each party shall bear its own attorney's fees and costs in any claim, action, dispute, and/or appeal. This Agreement shall be governed by Florida law.

Attachment: Supporting Docs Private LLC (12500 : Acknowledgement of Airport Hangar Lease Agreement(s))

IN WITNESS WHEREOF, the Lessor and the Lessee have caused this Agreement to be executed in their respective names and their respective seals to be hereunto affixed. This Agreement shall be binding upon and shall run in favor of the heirs, administrators or assignees of the parties hereto. This Agreement is accepted by the parties as of the date noted below.

LESSOR:

CITRUS COUNTY, FLORIDA, a political subdivision of the State of Florida:

By: Charles R. Oliver
Charles R. Oliver, County Administrator

Date: 1/29/2021

LESSEE:

PRIVATE LLC, a Domestic Limited Liability Company

Luke Frazier, Managing Member

Date: 1-25-21

STATE OF FLORIDA
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 25 day of January, 2021, by Luke Frazier, as Managing Member who is personally known to me or who produced WI DL as identification.

Witness my hand and official seal this 25 day of January, 2021.

KELLY R MILLER
Notary Public-State of Florida
Commission # GG 913853
My Commission Expires
September 17, 2023

Notary Public, State of Florida
Printed Name: Kelly R. Miller
Commission No: GG913853
Expiration Date: Sept. 17, 2023

Attachment: Supporting Docs Private LLC (12500 : Acknowledgement of Airport Hangar Lease Agreement(s))

AGENDA MEMORANDUM

FROM:	Randall Olney, Public Works Director
SUBJECT:	Deletion of Surplus Property
AGENDA DATE:	**March 09, 2021**

BRIEF OVERVIEW:

A governmental unit shall have discretion to classify as surplus any of its property which is not otherwise lawfully disposed of, that is obsolete or the continued use of property which is uneconomical or inefficient, or which serves no useful function (FS 274.05). Authority for disposal of property shall be recorded in the minutes of the governmental unit (FS 274.07).

Assets are beyond their useful life and not cost effective to repair.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
					$0

RECOMMENDED ACTION:

Approve the deletion of the following items from the inventory of the Department of Public Works, Division of Solid Waste Management and the removal of the same items from the county's capital asset listing. Asset #51759 - 30 Yard Roll-Off Container Asset #51760 - 30 Yard Roll-Off Container Asset #51761 - 30 Yard Roll-Off Container

Asset Activity Form

☐ Department Transfer ☐ Custodian Change	Current Department: 5212 Current Custodian: Aaron W. Lake New Department: _____ New Custodian: _____	
☐ Location Change	Current Location: _____ New Location: _____ Condition: ____	
■ Disposal	**Type:** ☐ Obsolete ☐Non-Repairable ■ Recycle ☐ Dismantled for Parts ☐Trade-In ■ Repair Not Cost Effective	**Method:** ☐ Landfill - Solid Waste ☐ Landfill – Electronic Recycle ■ Other: Tradmark Metals
☐ Auction	If not auctioned: ☐ Return to Originating Department ☐ Dispose	
☐ Donation To ☐ Donation From	Non-Profit Organization/Agency: _____	

Dept #	*Asset ID*	*Description*	*Serial Number*	*Acquisition Date*	*Initial Cost*
5212	51759	30 Yard Roll-Off Container	51607	07/02/2015	$4,100.00
5212	51760	30 Yard Roll-Off Container	51606	07/02/2015	$4,100.00
5212	51761	30 Yard Roll-Off Container	51637	07/02/2015	$4,100.00

Comments/Justification:
Roll-off containers are beyond their useful life and not cost effective to repair.

Initiating Department

Aaron W. Lake 02/03/21 _____ 2/4/21

Asset Custodian or Division Director Signature* Date Department Director Signature Date

** As custodian, I understand that I am responsible for tracking, locating, and showing all property to the Financial Services Clerk during the annual asset inventory. Per Florida Administrative Cod 69I-73.006 a physical inventory was conducted due to the asset custodian change. As new custodian I certify that the inventory was completed in accordance with all policies and regulations.*

Receiving Department (Transfers/Changes/Auctions)

_____ _____ _____ _____

Asset Custodian or Division Director Signature Date Department Director Signature Date

Receiving Department (Donation/Disposal)

_____ _____ or _____ _____

Non-Profit Representative Signature Date Disposal Witness Signature Date

Financial Services Use Only

Asset Record Updated (date): _____ Board Approved (date): _____ Employee Signature: _____

Attachment: #51759 51760 51761 Roll off Containers Asset (12524 : Deletion of Surplus Property)

AGENDA MEMORANDUM

FROM:	Ken Cheek, Director, Water Resources Department
SUBJECT:	Connection Fee Lien Agreement - Backes
AGENDA DATE:	**March 09, 2021**

BRIEF OVERVIEW:

New Connection Charge Installment Lien Agreement, in the name of Joseph P Backes Jr to be recorded in the Official Record Book.

BUDGET IMPACT/FUNDING SOURCE:

RECOMMENDED ACTION:

Approve and authorize the Chairman to execute Connection Charge Installment Lien Agreement by and between the Citrus County Municipal Service Benefit Unit for Water and Wastewater Utility Services for Joseph P Backes Jr.

Attachment: Connection Fee Installment Lien Agreement - Backes (12472 : Connection Fee Lien Agreement - Backes)

CONNECTION FEE INSTALLMENT LIEN AGREEMENT

("CFIL AGREEMENT")

THIS AGREEMENT entered into this _____day of _____, 2021, made and entered into by and between the Citrus County Board of County Commissioners the governing body of the CITRUS COUNTY MUNICIPAL SERVICE BENEFIT UNIT FOR WATER AND WASTEWATER UTILITY SERVICES, hereinafter called SERVICE UNIT and **Joseph P Backes Jr** whose mailing address is **9441 Burbam Dr, Weeki Wachee, FL 34613** hereinafter referred to as PROPERTY OWNER.

WITNESSETH

WHEREAS, PROPERTY OWNER is required by either state law or county ordinance to connect to the SERVICE UNIT'S utility system and in doing so is required to pay either or all of the following fees (water connection fee, wastewater connection fee, installation fee, inspection fee, lateral fee) collectively referred to as "connection charges," and

WHEREAS, the cost of paying all of said fees at one time would create a financial burden to the PROPERTY OWNER and the PROPERTY OWNER is desirous of paying the connection charges on an installment basis;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. PROPERTY OWNER does hereby agree to pay on an installment basis connection charges in the amount of **$1,795.00** which shall be paid monthly in equal amounts amortized over ten (10) years (120 months) together with interest on the unpaid balance at the current rate of 6% per annum until the entire amount has been paid in full.

2. In order to secure the principal amount of connection charges referenced in paragraph 1 above, the PROPERTY OWNER agrees that this contract shall constitute a lien upon the lands benefited which are being provided utility services by the SERVICE UNIT. Said lands are more particularly described in Exhibit "A" attached hereto and made a part hereof by reference.

3. The SERVICE UNIT agrees that it shall amortize the connection charge in accordance with the amortization schedule described in paragraph 1 above and said monthly installment shall be billed to the PROPERTY OWNER monthly and separately from the monthly service charges for water consumption and sewer service.

4. The parties agree that should PROPERTY OWNER fail to pay the monthly connection charge as required by the terms of this Agreement, the SERVICE UNIT shall have the right to discontinue utility service to the property in question until such time as the connection charge has been paid currently. The SERVICE UNIT will not reestablish service to the property until all past due amounts are paid. When the PROPERTY OWNER has paid the past due charges, the PROPERTY OWNER shall be allowed to remain on the connection charge installment formula established in paragraph 1 for the balance of the principal sum owed under this Agreement.

5. This Agreement may not be assigned by PROPERTY OWNER without the consent of the SERVICE UNIT which consent shall not be unreasonably withheld. This Agreement encompasses the entire agreement of the parties and may not be modified unless placed into written form and executed by both the SERVICE UNIT and the PROPERTY OWNER.

6. In the event of litigation with respect to enforcing the terms of this Agreement, the venue and court of jurisdiction shall be the Circuit Court of the Fifth Judicial Circuit in and for Citrus County, Florida.

Attachment: Connection Fee Installment Lien Agreement - Backes (12472 : Connection Fee Lien Agreement - Backes)

IN WITNESS WHEREOF the parties have hereunto executed this Agreement the date and year first above written.

ATTEST:

SERVICE UNIT:

CITRUS COUNTY MUNICIPAL SERVICE BENEFIT UNIT FOR WATER AND WASTEWATER UTILITY SERVICES

110 N Apopka Avenue

Inverness, FL 34450

BY: _____

CLERK OF COURT: Angela Vick

CHAIRPERSON: Scott Carnahan

Board of County Commissioners

Of Citrus County Florida

Heidi Spradley

WITNESS Heidi Spradley

Darlene Lechleidner

WITNESS

PROPERTY OWNER:

BY: **Joseph P Backes Jr.**

Signature: _____

STATE OF FLORIDA)

COUNTY OF Citrus)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared **Joseph P Backes Jr** who is personally known to me or who has produced a Florida's driver's license as identification.

WITNESS my hand and official seal this 15 day of February 2021.

Amy S Emminger

This instrument was prepared by

Bernadine Flood-Nichols

3600 W Sovereign Path

Lecanto, FL 34461

Notary Public - State of Florida

Printed Name:

Commission No:

Exp. Date:

Notary Public State of Florida
Amy S Emminger
My Commission GG 947666
Expires 01/15/2024

Attachment: Connection Fee Installment Lien Agreement - Backes (12472 : Connection Fee Lien Agreement - Backes)

Lecanto, FL 34461 Exp. Date:

Exhibit "A"

Name: Joseph P Backes Jr

Legal Description: GREEN ACRES ADD 5 PB 5 PG 86 UNIT 3 LOT 159

Service Address: 6734 W Cardinal Street, Homosassa, FL 34446

Mailing Address: 9441 Burbam Dr, Weeki Wachee, FL 34613

Attachment: Connection Fee Installment Lien Agreement - Backes (12472 : Connection Fee Lien Agreement - Backes)

AGENDA MEMORANDUM

FROM:	Ken Cheek, Director, Water Resources Department
SUBJECT:	Connection Fee Lien Agreement - Seymour
AGENDA DATE:	**March 09, 2021**

BRIEF OVERVIEW:

New Connection Charge Installment Lien Agreement, in the name of Michael & Sharon Seymour to be recorded in the Official Record Book.

BUDGET IMPACT/FUNDING SOURCE:

RECOMMENDED ACTION:

Approve and authorize the Chairman to execute Connection Charge Installment Lien Agreement by and between the Citrus County Municipal Service Benefit Unit for Water and Wastewater Utility Services for Michael & Sharon Seymour.

CONNECTION FEE INSTALLMENT LIEN AGREEMENT

("CFIL AGREEMENT")

THIS AGREEMENT entered into this ____ day of _____, 2021, made and entered into by and between the Citrus County Board of County Commissioners the governing body of the CITRUS COUNTY MUNICIPAL SERVICE BENEFIT UNIT FOR WATER AND WASTEWATER UTILITY SERVICES, hereinafter called SERVICE UNIT and **Michael & Sharon Seymour** whose mailing address is **5154 N Honeycreek Ter., Crystal River, FL 34428** hereinafter referred to as PROPERTY OWNER.

WITNESSETH

WHEREAS, PROPERTY OWNER is required by either state law or county ordinance to connect to the SERVICE UNIT'S utility system and in doing so is required to pay either or all of the following fees (water connection fee, wastewater connection fee, installation fee, inspection fee, lateral fee) collectively referred to as "connection charges," and

WHEREAS, the cost of paying all of said fees at one time would create a financial burden to the PROPERTY OWNER and the PROPERTY OWNER is desirous of paying the connection charges on an installment basis;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. PROPERTY OWNER does hereby agree to pay on an installment basis connection charges in the amount of **$1,830.00** which shall be paid monthly in equal amounts amortized over ten (10) years (120 months) together with interest on the unpaid balance at the current rate of 6% per annum until the entire amount has been paid in full.

Attachment: 5154 N Honeycreek Ter - Seymour (12537 : Connection Fee Lien Agreement - Seymour)

2. In order to secure the principal amount of connection charges referenced in paragraph 1 above, the PROPERTY OWNER agrees that this contract shall constitute a lien upon the lands benefited which are being provided utility services by the SERVICE UNIT. Said lands are more particularly described in Exhibit "A" attached hereto and made a part hereof by reference.

3. The SERVICE UNIT agrees that it shall amortize the connection charge in accordance with the amortization schedule described in paragraph 1 above and said monthly installment shall be billed to the PROPERTY OWNER monthly and separately from the monthly service charges for water consumption and sewer service.

4. The parties agree that should PROPERTY OWNER fail to pay the monthly connection charge as required by the terms of this Agreement, the SERVICE UNIT shall have the right to discontinue utility service to the property in question until such time as the connection charge has been paid currently. The SERVICE UNIT will not reestablish service to the property until all past due amounts are paid. When the PROPERTY OWNER has paid the past due charges, the PROPERTY OWNER shall be allowed to remain on the connection charge installment formula established in paragraph 1 for the balance of the principal sum owed under this Agreement.

5. This Agreement may not be assigned by PROPERTY OWNER without the consent of the SERVICE UNIT which consent shall not be unreasonably withheld. This Agreement encompasses the entire agreement of the parties and may not be modified unless placed into written form and executed by both the SERVICE UNIT and the PROPERTY OWNER.

6. In the event of litigation with respect to enforcing the terms of this Agreement, the venue and court of jurisdiction shall be the Circuit Court of the Fifth Judicial Circuit in and for Citrus County, Florida.

Attachment: 5154 N Honeycreek Ter - Seymour (12537 : Connection Fee Lien Agreement - Seymour)

IN WITNESS WHEREOF the parties have hereunto executed this Agreement the date and year first above written.

SERVICE UNIT:

ATTEST:

CITRUS COUNTY MUNICIPAL SERVICE BENEFIT UNIT FOR WATER AND WASTEWATER UTILITY SERVICES

110 N Apopka Avenue

Inverness, FL 34450

BY: _____

CLERK OF COURT: Angela Vick

CHAIRPERSON: Scott Carnahan

Board of County Commissioners

Of Citrus County Florida

PROPERTY OWNER:

WITNESS

BY: Michael J Seymour

Signature:

WITNESS

STATE OF FLORIDA)
COUNTY OF CITRUS)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Michael J. Seymour who is personally known to me or who has produced a Florida's driver's license as identification.

WITNESS my hand and official seal this 29th day of JANUARY, 2021.

This instrument was prepared by

Bernadine Flood-Nichols

3600 W Sovereign Path

Lecanto, FL 34461

Notary Public - State of Florida

Printed Name: MIA FINK

Commission No. GG224878

Exp. Date: 9/29/22

Mia Fink
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG224878
Expires 9/29/2022

Attachment: 5154 N Honeycreek Ter - Seymour (12537 : Connection Fee Lien Agreement - Seymour)

PROPERTY OWNER:

WITNESS

BY: Sharon R. Seymour

WITNESS

Signature:

Notary Public State of Florida
Terry L Holt
My Commission GG 175280
Expires 02/20/2022

STATE OF FLORIDA)
COUNTY OF CITRUS)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Sharon R. Seymour who is personally known to me or who has produced a Florida's driver's license as identification.

WITNESS my hand and official seal this 26th day of Jan, 2021.

This instrument was prepared by
Bernadine Flood-Nichols
3600 W Sovereign Path
Lecanto, FL 34461

Notary Public - State of Florida
Printed Name:
Commission No.
Exp. Date:

Attachment: 5154 N Honeycreek Ter - Seymour (12537 : Connection Fee Lien Agreement - Seymour)

Exhibit "A"

Name: Michael & Sharon Seymour

Legal Description: PT OF SEC 5-18-17 KNOWN AS PCL 22110-00B0 ON CITRUS COASSESSMENT MAP #163B FURTHER DESC AS: COM AT NW COR OF SE 1/4 OF SE 1/4 OF SEC 5-18-17 TH N 88DEG 38M 45S E AL N LN OF SD SE 1/4 OF SE 1/4 650 FT TO POB TH CONT N 88DEG 38M 45S E 241.75 FT TO NW COR OF E 1/3 OF SD SE 1/4 OF SE 1/4 TH CONT N 88DEG 38M 45S E 396.80 FT TO W'LY R/W LN OF A 50 FT CO RD TH S 0DEG 58M 45S E AL SD R/W LN 658 FT TH S 88DEG 3M 45S W 3971.13 FT TO A PT ON W LN OF E 1/3 OF SD SE 1/4 OF SE 1/4 TH CONT S 88DEG 38M 45S W 241.75 FT TH N 0DEG 57M W PAR TO W LN OF SD E 1/3 OF SE 1/4 OF SE 1/4 658 FT TO POB LESS AND EXCEPT: COM AT NW COR OF SE 1/4 OF SE 1/4 OF SEC 5-18-17 TH N 88DEG 38M 45S E AL N LN OF SD SE 1/4 OF SE 1/4 650 FT TO POB TH CONT N 88DEG 38M 45S E 241.75 FT TO NW COR OF E 1/3 OF SD SE 1/4 OF SE 1/4 TH S 0DEG 57M E AL W LN OF SD E 1/3 658 FT TH S 88DEG 38M 45S W 241.75 FT TH N 0DEG 57M W PAR TO W LN OF E 1/3 OF SD SE 1/4 OF SE 1/4 658 FT TO POB DESC IN OR BK 1955 PG 1126

Service Address: 5154 N Honeycreek Ter., Crystal River, FL 34428

Mailing Address: 5154 N Honeycreek Ter., Crystal River, FL 34428

Attachment: 5154 N Honeycreek Ter - Seymour (12537 : Connection Fee Lien Agreement - Seymour)

AGENDA MEMORANDUM

FROM:	Ken Cheek, Director, Water Resources Department
SUBJECT:	Connection Fee Lien Agreement - Digital Landscape Solutions
AGENDA DATE:	**March 09, 2021**

BRIEF OVERVIEW:

New Connection Charge Installment Lien Agreement, in the name of Digital Landscape Solutions LLC to be recorded in the Official Record Book.

BUDGET IMPACT/FUNDING SOURCE:

RECOMMENDED ACTION:

Approve and authorize the Chairman to execute Connection Charge Installment Lien Agreement by and between the Citrus County Municipal Service Benefit Unit for Water and Wastewater Utility Services for Digital Landscape Solutions LLC.

Attachment: Connection Fee Installment Lien Agreement - Digital Landscape Solutions LLC (12538 : Connection Fee Lien Agreement - Digital

CONNECTION FEE INSTALLMENT LIEN AGREEMENT

("CFIL AGREEMENT")

THIS AGREEMENT entered into this ____ day of _____, 2021, made and entered into by and between the Citrus County Board of County Commissioners the governing body of the CITRUS COUNTY MUNICIPAL SERVICE BENEFIT UNIT FOR WATER AND WASTEWATER UTILITY SERVICES, hereinafter called SERVICE UNIT and **Digital Landscape Solutions LLC** whose mailing address is **5117 Appenine Loop W Saint Cloud FL, 34771** hereinafter referred to as PROPERTY OWNER.

WITNESSETH

WHEREAS, PROPERTY OWNER is required by either state law or county ordinance to connect to the SERVICE UNIT'S utility system and in doing so is required to pay either or all of the following fees (water connection fee, wastewater connection fee, installation fee, inspection fee, lateral fee) collectively referred to as "connection charges," and

WHEREAS, the cost of paying all of said fees at one time would create a financial burden to the PROPERTY OWNER and the PROPERTY OWNER is desirous of paying the connection charges on an installment basis;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. PROPERTY OWNER does hereby agree to pay on an installment basis connection charges in the amount of **$1830.00** which shall be paid monthly in equal amounts amortized over ten (10) years (120 months) together with interest on the unpaid balance at the current rate of 6% per annum until the entire amount has been paid in full.

2. In order to secure the principal amount of connection charges referenced in paragraph 1 above, the PROPERTY OWNER agrees that this contract shall constitute a lien upon the lands benefited which are being provided utility services by the SERVICE UNIT. Said lands are more particularly described in Exhibit "A" attached hereto and made a part hereof by reference.

3. The SERVICE UNIT agrees that it shall amortize the connection charge in accordance with the amortization schedule described in paragraph 1 above and said monthly installment shall be billed to the PROPERTY OWNER monthly and separately from the monthly service charges for water consumption and sewer service.

4. The parties agree that should PROPERTY OWNER fail to pay the monthly connection charge as required by the terms of this Agreement, the SERVICE UNIT shall have the right to discontinue utility service to the property in question until such time as the connection charge has been paid currently. The SERVICE UNIT will not reestablish service to the property until all past due amounts are paid. When the PROPERTY OWNER has paid the past due charges, the PROPERTY OWNER shall be allowed to remain on the connection charge installment formula established in paragraph 1 for the balance of the principal sum owed under this Agreement.

5. This Agreement may not be assigned by PROPERTY OWNER without the consent of the SERVICE UNIT which consent shall not be unreasonably withheld. This Agreement encompasses the entire agreement of the parties and may not be modified unless placed into written form and executed by both the SERVICE UNIT and the PROPERTY OWNER.

6. In the event of litigation with respect to enforcing the terms of this Agreement, the venue and court of jurisdiction shall be the Circuit Court of the Fifth Judicial Circuit in and for Citrus County, Florida.

Attachment: Connection Fee Installment Lien Agreement - Digital Landscape Solutions LLC (12538 : Connection Fee Lien Agreement - Digital

IN WITNESS WHEREOF the parties have hereunto executed this Agreement the date and year first above written.

ATTEST:

SERVICE UNIT:

CITRUS COUNTY MUNICIPAL SERVICE BENEFIT UNIT FOR WATER AND WASTEWATER UTILITY SERVICES

110 N Apopka Avenue

Inverness, FL 34450

_____

CLERK OF COURT: Angela Vick

BY: _____

CHAIRPERSON: Brian J. Coleman

Board of County Commissioners

Of Citrus County Florida

PROPERTY OWNER:

Danielle Bell

WITNESS

BY: **Ronald Tyer, Registered Agent for Digital Landscape Solutions LLC**

David R. Bell

WITNESS

Signature: Ronald Tyer

STATE OF FLORIDA)

COUNTY OF Osceola)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Ronald Patrick Tyer who is personally known to me or who has produced a Florida's driver's license as identification.

WITNESS my hand and official seal this 29 day of JANUARY, 2021.

This instrument was prepared by

Bernadine Flood-Nichols

3600 W Sovereign Path

Lecanto, FL 34461

Notary Public - State of Florida

Printed Name: Paul S. Coiner

Commission No. GG 201307

Exp. Date: March 28, 2022

PAUL S COINER
State of Florida-Notary Public
Commission # GG 201307
My Commission Expires
March 28, 2022

Attachment: Connection Fee Installment Lien Agreement - Digital Landscape Solutions LLC (12538 : Connection Fee Lien Agreement - Digital

Exhibit "A"

Name: Digital Landscape Solutions LLC

Legal Description: HOMOSASSA HILLS UNIT 2 PB 4 PG 128 LOT C22 BLK 8

Service Address: 6215 W Cardinal St, Homosassa, FL 34446

Mailing Address: 5117 Appenine Loop W Saint Cloud FL, 34771

Attachment: Connection Fee Installment Lien Agreement - Digital Landscape Solutions LLC (12538 : Connection Fee Lien Agreement - Digital

AGENDA MEMORANDUM

FROM:	Ken Cheek, Director, Water Resources Department
SUBJECT:	Connection Fee Lien Agreement - Reid
AGENDA DATE:	**March 09, 2021**

BRIEF OVERVIEW:

New Connection Charge Installment Lien Agreement, in the name of Mary Reid to be recorded in the Official Record Book.

BUDGET IMPACT/FUNDING SOURCE:

RECOMMENDED ACTION:

Approve and authorize the Chairman to execute Connection Charge Installment Lien Agreement by and between the Citrus County Municipal Service Benefit Unit for Water and Wastewater Utility Services for Mary Reid.

CONNECTION FEE INSTALLMENT LIEN AGREEMENT

("CFIL AGREEMENT")

THIS AGREEMENT entered into this ____ day of _____, 2021, made and entered into by and between the Citrus County Board of County Commissioners the governing body of the CITRUS COUNTY MUNICIPAL SERVICE BENEFIT UNIT FOR WATER AND WASTEWATER UTILITY SERVICES, hereinafter called SERVICE UNIT and **Mary Reid** whose mailing address is **375 Stonybrook Road, Rush, NY 14543** hereinafter referred to as PROPERTY OWNER.

WITNESSETH

WHEREAS, PROPERTY OWNER is required by either state law or county ordinance to connect to the SERVICE UNIT'S utility system and in doing so is required to pay either or all of the following fees (water connection fee, wastewater connection fee, installation fee, inspection fee, lateral fee) collectively referred to as "connection charges," and

WHEREAS, the cost of paying all of said fees at one time would create a financial burden to the PROPERTY OWNER and the PROPERTY OWNER is desirous of paying the connection charges on an installment basis;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. PROPERTY OWNER does hereby agree to pay on an installment basis connection charges in the amount of **$1,830.00** which shall be paid monthly in equal amounts amortized over ten (10) years (120 months) together with interest on the unpaid balance at the current rate of 6% per annum until the entire amount has been paid in full.

Attachment: Connection Fee Installment Lien Agreement - Reid (12546 : Connection Fee Lien Agreement - Reid)

2. In order to secure the principal amount of connection charges referenced in paragraph 1 above, the PROPERTY OWNER agrees that this contract shall constitute a lien upon the lands benefited which are being provided utility services by the SERVICE UNIT. Said lands are more particularly described in Exhibit "A" attached hereto and made a part hereof by reference.

3. The SERVICE UNIT agrees that it shall amortize the connection charge in accordance with the amortization schedule described in paragraph 1 above and said monthly installment shall be billed to the PROPERTY OWNER monthly and separately from the monthly service charges for water consumption and sewer service.

4. The parties agree that should PROPERTY OWNER fail to pay the monthly connection charge as required by the terms of this Agreement, the SERVICE UNIT shall have the right to discontinue utility service to the property in question until such time as the connection charge has been paid currently. The SERVICE UNIT will not reestablish service to the property until all past due amounts are paid. When the PROPERTY OWNER has paid the past due charges, the PROPERTY OWNER shall be allowed to remain on the connection charge installment formula established in paragraph 1 for the balance of the principal sum owed under this Agreement.

5. This Agreement may not be assigned by PROPERTY OWNER without the consent of the SERVICE UNIT which consent shall not be unreasonably withheld. This Agreement encompasses the entire agreement of the parties and may not be modified unless placed into written form and executed by both the SERVICE UNIT and the PROPERTY OWNER.

6. In the event of litigation with respect to enforcing the terms of this Agreement, the venue and court of jurisdiction shall be the Circuit Court of the Fifth Judicial Circuit in and for Citrus County, Florida.

Attachment: Connection Fee Installment Lien Agreement - Reid (12546 : Connection Fee Lien Agreement - Reid)

IN WITNESS WHEREOF the parties have hereunto executed this Agreement the date and year first above written.

ATTEST:

SERVICE UNIT:

CITRUS COUNTY MUNICIPAL SERVICE BENEFIT UNIT FOR WATER AND WASTEWATER UTILITY SERVICES

110 N Apopka Avenue

Inverness, FL 34450

_____

CLERK OF COURT: Angela Vick

BY: _____

CHAIRPERSON: Scott Carnahan

Board of County Commissioners

Of Citrus County Florida

PROPERTY OWNER:

Heidi Spradley

WITNESS Heidi Spradley

BY: Mary Reid

Darlene Lechleidner

WITNESS Darlene Lechleidner

Signature: Mary Reid

STATE OF FLORIDA)

COUNTY OF CITRUS)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Mary Reid who is personally known to me or who has produced a Florida's driver's license as identification.

WITNESS my hand and official seal this 15 day of February, 2021.

Amy S Emminger

This instrument was prepared by

Bernadine Flood-Nichols

3600 W Sovereign Path

Lecanto, FL 34461

Notary Public - State of Florida

Printed Name:

Commission No:

Exp. Date:

Notary Public State of Florida
Amy S Emminger
My Commission GG 947666
Expires 01/15/2024

Attachment: Connection Fee Installment Lien Agreement - Reid (12546 : Connection Fee Lien Agreement - Reid)

Exhibit "A"

Name: Mary Reid

Legal Description: GREEN ACRES ADD 5 UNIT 3 LOT 80 DESCR IN O R BK 639 PG 1050

Service Address: 6455 W Cardinal St, Homosassa, FL 34446

Mailing Address: 375 Stonybrook Road, Rush, NY 14543

Attachment: Connection Fee Installment Lien Agreement - Reid (12546 : Connection Fee Lien Agreement - Reid)

AGENDA MEMORANDUM

FROM:	Ken Cheek, Director, Water Resources Department
SUBJECT:	Connection Fee Lien Agreement - Lemonde & McCabe
AGENDA DATE:	**March 09, 2021**

BRIEF OVERVIEW:

New Connection Charge Installment Lien Agreement, in the name of David C Lemonde & Brandi Lynn McCabe to be recorded in the Official Record Book.

BUDGET IMPACT/FUNDING SOURCE:

RECOMMENDED ACTION:

Approve and authorize the Chairman to execute Connection Charge Installment Lien Agreement by and between the Citrus County Municipal Service Benefit Unit for Water and Wastewater Utility Services for David C Lemonde & Brandi Lynn McCabe.

Attachment: Connection Fee Installment Lien Agreement - Lemonde & McCabe (12547 : Connection Fee Lien Agreement - Lemonde & McCabe)

CONNECTION FEE INSTALLMENT LIEN AGREEMENT

("CFIL AGREEMENT")

THIS AGREEMENT entered into this ____ day of _____, 2021, made and entered into by and between the Citrus County Board of County Commissioners the governing body of the CITRUS COUNTY MUNICIPAL SERVICE BENEFIT UNIT FOR WATER AND WASTEWATER UTILITY SERVICES, hereinafter called SERVICE UNIT and **David C Lemonde & Brandi Lynn McCabe** whose mailing address is **80 Bay St Englewood FL 34223** hereinafter referred to as PROPERTY OWNER.

WITNESSETH

WHEREAS PROPERTY OWNER is required by either state law or county ordinance to connect to the SERVICE UNIT'S utility system and in doing so is required to pay either or all of the following fees (water connection fee, wastewater connection fee, installation fee, inspection fee, lateral fee) collectively referred to as "connection charges," and

WHEREAS the cost of paying all of said fees at one time would create a financial burden to the PROPERTY OWNER and the PROPERTY OWNER is desirous of paying the connection charges on an installment basis;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. PROPERTY OWNER does hereby agree to pay on an installment basis connection charges in the amount of **$2,880.00** which shall be paid monthly in equal amounts amortized over ten (10) years (120 months) together with interest on the unpaid balance at the current rate of 6% per annum until the entire amount has been paid in full.

2. In order to secure the principal amount of connection charges referenced in paragraph 1 above, the PROPERTY OWNER agrees that this contract shall constitute a lien upon the lands benefited which are being provided utility services by the SERVICE UNIT. Said lands are more particularly described in Exhibit "A" attached hereto and made a part hereof by reference.

3. The SERVICE UNIT agrees that it shall amortize the connection charge in accordance with the amortization schedule described in paragraph 1 above and said monthly installment shall be billed to the PROPERTY OWNER monthly and separately from the monthly service charges for water consumption and sewer service.

4. The parties agree that should PROPERTY OWNER fail to pay the monthly connection charge as required by the terms of this Agreement; the SERVICE UNIT shall have the right to discontinue utility service to the property in question until such time as the connection charge has been paid currently. The SERVICE UNIT will not reestablish service to the property until all past due amounts are paid. When the PROPERTY OWNER has paid the past due charges, the PROPERTY OWNER shall be allowed to remain on the connection charge installment formula established in paragraph 1 for the balance of the principal sum owed under this Agreement.

5. This Agreement may not be assigned by PROPERTY OWNER without the consent of the SERVICE UNIT which consent shall not be unreasonably withheld. This Agreement encompasses the entire agreement of the parties and may not be modified unless placed into written form and executed by both the SERVICE UNIT and the PROPERTY OWNER.

6. In the event of litigation with respect to enforcing the terms of this Agreement, the venue and court of jurisdiction shall be the Circuit Court of the Fifth Judicial Circuit in and for Citrus County, Florida.

Attachment: Connection Fee Installment Lien Agreement - Lemonde & McCabe (12547 : Connection Fee Lien Agreement - Lemonde & McCabe)

IN WITNESS WHEREOF the parties have hereunto executed this Agreement the date and year first above written.

ATTEST:

SERVICE UNIT:

CITRUS COUNTY MUNICIPAL SERVICE BENEFIT UNIT FOR WATER AND WASTEWATER UTILITY SERVICES

110 N Apopka Avenue

Inverness, FL 34450

_____

CLERK OF COURT: Angela Vick

BY: _____

CHAIRPERSON: Scott Carnahan

Board of County Commissioners

Of Citrus County Florida

PROPERTY OWNER:

BY: David C Lemonde

Signature: _____

WITNESS Darlene Lechleidner

WITNESS Deborah Grosskopf

PROPERTY OWNER:

BY: Brandi McCabe

Signature: _____

STATE OF FLORIDA)

COUNTY OF CITRUS)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared **David C Lemonde & Brandi Lynn McCabe** who are personally known to me or who has produced a Florida's driver's license as identification.

WITNESS my hand and official seal this 12 day of February, 2021.

This instrument was prepared by

Bernadine Flood-Nichols

3600 W Sovereign Path

Lecanto, FL 34461

Notary Public - State of Florida

Printed Name:

Commission No.

Exp. Date:

Notary Public State of Florida
Amy S Emminger
My Commission GG 947666
Expires 01/15/2024

Attachment: Connection Fee Installment Lien Agreement - Lemonde & McCabe (12547 : Connection Fee Lien Agreement - Lemonde & McCabe)

Exhibit "A"

Name: David C Lemonde & Brandi Lynn McCabe

Legal Description: TOWN OF HOMOSASSA COM AT SE COR OF LT 9 BLK 28, TH NW'LY AL S BDRY OF LTS 9 & 10 102.75 FT TO POB, TH NW'LY AL S BDRY OF LTS 10 & 11 95 FT TO CO RD, TH NE'LY AL SE'LY BDRY OF CO RD 95.3 FT, TH SE'LY PAR TO S BDRY OF LTS 9, 10 & 11 95 FT, TH SW'LY 95.3 FT TO POB DESC IN OR BK 588 PG 2052 & OR BK 679 PGS 1748 & 1762

Service Address: 5629 S Park Hill Way Homosassa FL 34448

Mailing Address: 80 Bay St Englewood FL 34223

Attachment: Connection Fee Installment Lien Agreement - Lemonde & McCabe (12547 : Connection Fee Lien Agreement - Lemonde & McCabe)

AGENDA MEMORANDUM

FROM:	Ken Cheek, Director, Water Resources Department
SUBJECT:	Release of Lien - Water & Wastewater Services
AGENDA DATE:	**March 09, 2021**

BRIEF OVERVIEW:

Delinquent utility account for water and/or wastewater that has a lien placed on the owner's property. This lien has been paid in full.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
					$0

RECOMMENDED ACTION:

Approve and authorize the Chairman to execute Satisfaction of Lien filed by and on behalf of the Citrus County Municipal Service Benefit Unit for Water and Wastewater Utility Services against property owned by Chuck Luchesi.

SATISFACTION OF LIEN

This is to certify that a claim of lien recorded in O. R. Book 3086 Page 1750 on the 27th day of August 2020 in the sum of $ 190.54 filed by and on behalf of Citrus County Board of County Commissioners the governing body of the Citrus County Municipal Service Benefit Unit for Water and Wastewater Utility Services, on the 27th day of August 2020, against the following described real property:

12 Pine Street
18E20S130010 000R0 0050
SUGARMILL WOODS CYPRESS VLG PB 9 PG 86 LOT 5 BLK R
AK 1529808

is hereby waived by the undersigned and authorizes to and does hereby release its lien as to the whole of the above described real property Charles Luchesi and consents that the same be discharged forever.

Dated this ___ day of _____, 202____

ATTEST:

Board of County Commissioners
Of Citrus County, Florida
110 N. Apopka Avenue
Inverness, Florida 34450

_____

Angela Vick, Clerk

BY: _____

Chairman: Scott Carnahan
Board of County Commissioners
Of Citrus County, Florida

STATE OF FLORIDA
COUNTY OF CITRUS

THE FOREGOING INSTRUMENT was acknowledged before me this _____ day of _____, 202_____, by the undersigned authority, Scott Carnahan, who is personally known to me and known by me to be the Chairman of the Citrus County Board of County Commissioners and acknowledged before me that he/she executed the foregoing instrument on behalf of Citrus County as its true act and deed, and that he/she was duly authorized so to do and he/she did not take an oath.

_____

Notary Public-State of Florida
Printed Name:
Commission No:
Expiration Date:

This Instrument Prepared By:
Bernadine Flood-Nichols
Department of Water Resources
3600 W Sovereign Path
Lecanto, FL 34461

Attachment: Release of Lien - Utility Write Offs - Luchesi - 3-9-2021 (12551 : Release of Lien - Water & Wastewater Services)

AGENDA MEMORANDUM

FROM:	Ken Cheek, Director, Water Resources Department
SUBJECT:	Proclamation - EPA Fix a Leak Week
AGENDA DATE:	**March 09, 2021**

BRIEF OVERVIEW:

Because minor water leaks account for more than 1 trillion gallons of water wasted each year in U.S. homes, the U.S. Environmental Protection Agency's WaterSense® program and its partners promote Fix a Leak Week the third week in March each year. Fix a Leak Week is an annual reminder to Americans to check and repair household plumbing fixtures and irrigation system leaks.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
					$0

RECOMMENDED ACTION:

Approve and authorize the Board to execute a proclamation declaring the week of March 15-21, 2021 as "Fix a Leak Week" in Citrus County, Florida.

THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA

P R O C L A M A T I O N
FIX A LEAK WEEK

WHEREAS, household leaks account for more than 1 trillion gallons of water wasted across the United States each year—equal to the annual household water use of more than 11 million homes; and

WHEREAS, finding and fixing leaks is as easy as check, twist, replace (e.g., check toilets for silent leaks; twist to tighten fixture connections; replace broken fixtures with WaterSense labeled models); and

WHEREAS, many common household leaks, including worn toilet flappers, leaking showerheads, and dripping faucets, are easily correctable; and

WHEREAS, fixing leaks can save homeowners an average of more than 10,000 gallons of water per year, or the amount of water in a typical backyard swimming pool; and

WHEREAS, WaterSense® is a voluntary partnership program sponsored by the U.S. Environmental Protection Agency (EPA) to protect the future of our nation's water supply by promoting water efficiency and WaterSense labeled products; and

WHEREAS, EPA's WaterSense program celebrates Fix a Leak Week the third week of March as a time to remind Americans to check their household fixtures and irrigation systems for leaks; and

WHEREAS, Citrus County is partnering with WaterSense to encourage Americans to detect and fix leaks and promote efficient water use to ensure adequate water supplies for future generations.

NOW, THEREFORE, the Board of County Commissioners of Citrus County does hereby proclaim March 15-21, 2021, as "Fix a Leak Week" in Citrus County.

EXECUTED this 9th day of March 2021

_____
Chairman Scott Carnahan

_____
Ronald E. Kitchen Jr.

_____
Ruthie Davis Schlabach

_____
Jeff Kinnard D.C.

_____
Holly L. Davis

Attachment: Fix a Leak Week Proclamation (12434 : Proclamation - EPA Fix a Leak Week)

AGENDA MEMORANDUM

FROM:	Mariselle Rodriguez, Community Services Director
SUBJECT:	2021 March for Meals Proclamation
AGENDA DATE:	**March 09, 2021**

BRIEF OVERVIEW:

Citrus County Community Services, Support Services Division requests the Board proclaim the Month of March, 2021 as the 19th Annual "March for Meals Month" in Citrus County.

Proclamation to be read at the BOCC meeting 3/9/2021.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
					$0

No budget impact.

RECOMMENDED ACTION:

Approve and authorize the Board to execute a proclamation declaring the month of March 2021, as the 19th Annual "March for Meals Month" in Citrus County , Florida.

THE BOARD OF COUNTY COMMISSIONERS OF
CITRUS COUNTY, FLORIDA

PROCLAMATION

MARCH 2021 AS THE 19TH ANNUAL MARCH FOR MEALS MONTH

WHEREAS, on March 22, 1972, President Richard Nixon signed into law a measure that amended the Older Americans Act of 1965 and established a national nutrition program for seniors 60 years and older; and

WHEREAS, Meals on Wheels America established the March for Meals campaign in March 2002 to recognize the historic month, the importance of the Older Americans Act Nutrition Programs, both congregate and home-delivered, and raise awareness about the escalating problem of senior hunger in America; and

WHEREAS, the 2021 observance of March for Meals celebrates 19 years of providing an opportunity to support Meals on Wheels programs that deliver vital and critical services by donating, volunteering and raising awareness about senior hunger and isolation; and

WHEREAS, Meals on Wheels programs in Citrus County provide a powerful socialization opportunity for millions of seniors to help combat loneliness and isolation;

NOW, THEREFORE, the Board of County Commissioners of Citrus County, Florida, does hereby proclaim the month of March 2021 as "The 19th Annual March for Meals Month" in Citrus County, Florida, and urges every citizen to take this month to honor our Meals on Wheels programs, the seniors they serve and the volunteers who care for them. Our recognition of, and involvement in, the national 2021 March for Meals can enrich our entire community and help combat senior hunger and isolation in America.

EXECUTED this 9th day of March 2021

_____
Chairman Scott Carnahan

_____	_____
Ronald E. Kitchen, Jr.	Ruthie Davis Schlabach
_____	_____
Jeff Kinnard, D.C.	Holly L. Davis

Attachment: 2021 March for Meals Proclamation (12576 : 2021 March for Meals Proclamation)

AGENDA MEMORANDUM

FROM:	Charles R. Oliver, County Administrator
SUBJECT:	Proclamation Celebrating Nelle Spence's 100th Birthday
AGENDA DATE:	**March 09, 2021**

BRIEF OVERVIEW:

Proclamation to Celebrate the 100th Birthday of Nelle Spence

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
					$0

RECOMMENDED ACTION:

Approve and authorize the Board to proclaim February 25, 2021 as Nelle Spence Day, celebrating 100 years.

THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA
P R O C L A M A T I O N
CELEBRATING NELLE SPENCE'S 100TH BIRTHDAY

WHEREAS, Nelle Spence celebrated her 100th Birthday on February 25, 2021; and

WHEREAS, Nelle was born in Williston, Tennessee, and attended school in Somerville, Tennessee; and

WHEREAS, Nelle was unusual for her generation, and began working for the Social Security Administration in 1961, ultimately retiring there; and

WHEREAS, Nelle worked while raising two children, Beth and Cap, who grew up to be outstanding citizens themselves; and

WHEREAS, Nelle actively sought opportunities to volunteer, through the United Methodist Church, community centers distributing clothes and food to those less fortunate, and to the arts; and

WHEREAS, after a lifetime of "Candy Bar and Coca-Cola" for breakfast, (until her assisted living facility intervened just a few years ago), Nelle remains in excellent health, mentally sharp with a great wit; and

NOW, THEREFORE, be it resolved that the Board of County Commissioners of Citrus County, Florida, does hereby congratulate Nelle Spence on One Hundred Years well-spent, and kindly requests the assisted living staff to reinstate her traditional breakfast.

EXECUTED this 9th day of March 2021

Chairman Scott Carnahan

Ronald E. Kitchen Jr.

Ruthie Davis Schlabach

Jeff Kinnard D. C.

Holly L. Davis

Attachment: 3-9-21 Proc 100th Birthday Nelle Spence (12593 : Proclamation Celebrating Nelle Spence's

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	PB 21-016 City of Ocala Contract WSD/180111-Water Resources Improvement Program-Miller Pipeline, LLC
AGENDA DATE:	**March 09, 2021**

BRIEF OVERVIEW:

On January 8, 2019, City of Ocala awarded Contract #WSD/180111 for Water Resources Improvement Program to Hamlet Underground, LLC effective through January 8, 2021 with options for two (2) additional one (1) year periods.

On February 5, 2019, City of Ocala confirmed assignment of Hamlet Underground, LLC to Miller Pipeline, LLC

On January 14, 2021, City of Ocala completed an Amendment to the Agreement WSD/180111 to renew for an additional one-year period expiring on January 8, 2022.

Staff desire to piggyback the City of Ocala Contract #WSD/180111 with Miller Pipeline, LLC to provide maintenance, repair, and construction of various utilities within our service areas.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance*
9000-53400	Other Contra	$1,643,350	$81,711	$315,571	$1,246,068

*available balance prior to award

RECOMMENDED ACTION:

Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and Miller Pipeline, LLC to provide maintenance, repair and construction of various utilities within our service area.

BOARD OF COUNTY COMMISSIONERS
DEPARTMENT OF WATER RESOURCES
DIVISION OF UTILITIES
1300 S. Lecanto Highway
Lecanto, Florida 34461-9014

Telephone: (352) 527-7650 Fax: (352) 527-7644
Citrus Springs/Dunnellon/Inglis/Yankeetown area - Toll Free (352) 489-2120
TTY Telephone: (352) 527-5312
www.bocc.citrus.fl.us

MEMORANDUM

TO: Linda Morse, Purchasing Contracts Manager, Management and Budget

Thru: Gary Loggins, Operations Division Director, Utilities Division

FROM: Dane Bargiel, Field Operations Supervisor, Utilities Division,
Mark Rodriguez, Field Operations Supervisor, Utilities Division

DATE: October 1st, 2020

RE: PIGGY-BACK City of Ocala for various water and wastewater projects

Citrus County Water Resources Utilities Division is requesting to Piggy-Back off of the City of Ocala contract ITB# WSD/180111, an agreement for various water, sewer gravity/forced and reclaimed water projects. This contract will assist the Citrus County Utilities Division with the maintenance, repair and construction of various utilities within our service areas. This Agreement was originally contracted through Hamlet Underground, LLC but has since been acquired by Miller Pipeline, LLC. The City of Ocala has consented to the assignment of the contract. We feel this contract has a very broad scope and will serve the Citrus County Water Resources Utilities Division in multiple ways during the term of this contract.

Should you need any other information please let us know. Thank you in advance for your consideration.

Attachment: PB 21-016 Agenda 3-9-2021 (12329 : PB 21-016 City of Ocala Contract WSD/180111-Water Resources Improvement Program-Miller

CERTIFICATE OF LIABILITY INSURANCE

DATE (M
12/15/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com
INSURED Miller Pipeline, LLC Miller Pipeline Corporation 8850 Crawfordsville Rd Indianapolis, IN 462341559	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Zurich American Insurance Company — 16535 INSURER B : American Zurich Insurance Company — 40142 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** W19287783 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Contractual Liab [X] XCU GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	GLO9242201-08	04/01/2020	04/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000, $ 1,000, $ 10, $ 1,000, $ 2,000, $ 2,000,
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y	Y	BAP9242202-09	04/01/2020	04/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 4,000, $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: No (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC 9242205-08	04/01/2020	04/01/2021	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000, $ 1,000, $ 1,000,

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Stop Gap Coverage is included under the Workers Compensation policy for the States of Ohio, Washington, Wyoming and North Dakota.

Citrus County, Florida is Additional Insured with respect to the General Liability and Automobile Liability coverage when required by written contract executed prior to loss.

CERTIFICATE HOLDER

Citrus County, Florida
3600 W. Sovereign Path, Ste 266
Lecanto, FL 34461

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Attachment: PB 21-016 Agenda 3-9-2021 (12329 : PB 21-016 City of Ocala Contract WSD/180111-Water Resources Improvement Program-Miller

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Midwest, Inc.	NAMED INSURED Miller Pipeline, LLC Miller Pipeline Corporation 8850 Crawfordsville Rd Indianapolis, IN 462341559
POLICY NUMBER See Page 1	
CARRIER See Page 1 / NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

The General Liability and Workers Compensation policies includes a Waiver of Subrogation, when required by contract executed prior to loss, as permitted by law.

The Automobile Liability policy includes a Waiver of Subrogation in favor of any person or organization with whom yo have agreed, through written contract, agreement or permit, executed prior to the loss, except where such contract o agreement is prohibited by law.

Attachment: PB 21-016 Agenda 3-9-2021 (12329 : PB 21-016 City of Ocala Contract WSD/180111-Water Resources Improvement Program-Miller

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SR ID: 20457931 BATCH: 1917229 CERT: W19287783

Zurich American Insurance Company

AMB #: 002563 **NAIC #: 16535** **FEIN #: 364233459**

Administrative Office
1299 Zurich Way
Schaumburg, Illinois 60196-1056 United States
Web: www.zurichna.com
Phone: 800-987-3373
Fax: 877-962-2567
AM Best Rating Unit: AMB #: 086976 - Zurich Insurance Group Ltd
Based on AM Best's analysis, 050457 - Zurich Insurance Group Ltd is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength Rating View Definition

Rating:	A+ (Superior)
Affiliation Code:	g (Group)
Financial Size Category:	XV ($2 Billion or greater)
Outlook:	Stable
Action:	Affirmed
Effective Date:	October 02, 2020
Initial Rating Date:	June 30, 1922

Long-Term Issuer Credit Rating View Definition

Long-Term:	aa- (Superior)
Outlook:	Stable
Action:	Affirmed
Effective Date:	October 02, 2020
Initial Rating Date:	September 14, 2004

American Zurich Insurance Company

AMB #: 002743 **NAIC #: 40142** **FEIN #: 363141762**

Domiciliary Address
1299 Zurich Way
Schaumburg, Illinois 60196-1056 United States
Web: www.zurichna.com
Phone: 800-987-3373
Fax: 877-962-2567
AM Best Rating Unit: AMB #: 086976 - Zurich Insurance Group Ltd
Based on AM Best's analysis, 050457 - Zurich Insurance Group Ltd is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Financial Strength Rating View Definition

Rating:	A+ (Superior)
Affiliation Code:	g (Group)
Financial Size Category:	XV ($2 Billion or greater)
Outlook:	Stable
Action:	Affirmed
Effective Date:	October 02, 2020
Initial Rating Date:	June 30, 1982

Long-Term Issuer Credit Rating View Definition

Long-Term:	aa- (Superior)
Outlook:	Stable
Action:	Affirmed
Effective Date:	October 02, 2020
Initial Rating Date:	September 14, 2004

Attachment: PB 21-016 Agenda 3-9-2021 (12329 : PB 21-016 City of Ocala Contract WSD/180111-Water Resources Improvement Program-Miller

SERVICES AGREEMENT

This Services Agreement is entered into by the parties this _____ day of _____, 2021.

1.0 Parties:

Citrus County, Florida, a Political Subdivision of the State of Florida, (County).

and

Miller Pipeline, LLC (Contractor).

2.0 Designated Contact Person as to County:	**3.0 Designated Contact Person as to Contractor**:
Gary Loggins, Director Utilities Operations 3600 W. Sovereign Path Lecanto, Florida 34461 Phone: 352-527-7650 Fax: 352-527-7644 Email: gary.loggins@citrusbocc.com	Charles Bell Miller Pipeline, LLC 4260 N.E. 35th Street Ocala, FL 34479 Phone: 352-236-3355 Cell: 352-236-0038 Email: charles.bell@millerpipeline.com

4.0 Notices: All notices between County and Contractor, as required under the Agreement, shall be by telephone, facsimile, e-mail, mail, or by personal delivery to the respective designated contact person identified above. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

5.0 Entire Agreement: This Agreement, and its associated Documents referenced herein, together with any executed Addenda, shall constitute the entire Agreement between Contractor and County (hereinafter referred to as the "Agreement").

6.0 Agreement Documents:

1. Exhibit "A" City of Ocala Contract # WSD/180111

7.0 Terms of Agreement and Commencement of Services: This Agreement shall begin on the date signed by the last party and shall be effective through January 8, 2022. This agreement may be renewed for one (1) additional one-year period. If City of Ocala renews its Agreement with Contractor then this Agreement shall automatically renew for the additional time period. If the Agreement between Contractor and City of Ocala is terminated earlier than the expiration of the renewed Agreement, then this Agreement shall automatically terminate on such date of termination. This Agreement between County and Contractor shall expire on the date that Contractor's Agreement with City of Ocala expires, if not terminated earlier.

Attachment: PB 21-016 Agenda 3-9-2021 (12329 : PB 21-016 City of Ocala Contract WSD/180111-Water Resources Improvement Program-Miller

8.0 Insurance: During the term of the Agreement, Contractor, at its sole expense, shall provide insurance of such a type and with such terms and limits as noted in City of Ocala Contract # WSD/18011. Providing and maintaining adequate insurance coverage is a material obligation of Contractor. Contractor shall provide County a certificate(s) of insurance, evidencing such coverage.

8.1 Other Insurance Provisions:

8.1.1 Contractor shall provide a Certificate of Insurance to County with a thirty (30) day notice of cancellation and/or changes in policy language, and ten (10) day notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims made" or "occurrence" form. If any coverage is provided under a claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

8.1.2 Contractor has sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible or self-insured amounts that exceed $10,000, Contractor shall maintain a Commercial Surety Bond or Letter of Credit in an amount equal to said deductible or self-insured retention.

8.1.3 All required insurance policies must be maintained until the contract work has been accepted by County.

8.1.4 Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees and volunteers are to be covered as an Additional Named Insured on all policies except Worker's Compensation. The coverage shall contain no special limitation on the scope of protection afforded to the County, its officials, employees or volunteers.

8.1.5 Contractor's insurance coverage shall be primary insurance as respects County, its officials, employees and volunteers. Any insurance or self-insurance maintained by County, its officials, employees or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

8.1.6 For all policies of insurance: Contractor and its insurance carrier waive all subrogation rights against County for all losses or damages that 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 General Liability policies to be endorsed with CG 24 04 Waiver of Transfer of Rights of Recovery Against Others to Us or similar endorsement, and a WC 00 0313 Waiver of Our Right to Recover from Others for Workers Compensation coverage.

8.1.7 The Certificate Holder should read as follows: Citrus County, Florida, political subdivision of the State of Florida, 3600 W. Sovereign Path, Lecanto, FL 34461.

8.1.8 It is Contractor's responsibility to insure that all subcontractors comply with these insurance requirements. Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each sub-contractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

8.1.9 With the exception of workers compensation policies, all required insurance policies must be written by a carrier having a minimum rating of A- by A.M. Best or similar rating company. All workers compensation policies must be written by carriers admitted in the State of Florida, and who participate in the Florida Insurance Guarantee Fund.

8.1.10 All Certificates must show that the Contractor's policies have been endorsed per the requirements.

8.1.11 Once ALL paperwork is completed and received by the County, an email will be sent to Contractor requesting online registration with myCOI. It is critical that the County is provided with an accurate email address. The cost to register is $19.95 per year and a credit/debit card will be needed. Part of the registration process includes providing contact information for Contractor's insurance agent(s), which will be needed at the time of registration. Once registered, an email will be sent to the insurance agent(s) requesting them to upload a current Certificate of Insurance (COI) directly into the

Attachment: PB 21-016 Agenda 3-9-2021 (12329 : PB 21-016 City of Ocala Contract WSD/180111-Water Resources Improvement Program-Miller

myCOI website. Certificates of Insurance cannot be mailed, emailed or faxed to County. Contractor will not be allowed to begin work and no payments will be made until registration is completed and a compliant Certificate of Insurance is received from Contractor's agent(s). This is a yearly requirement for the duration of the Agreement.

9.0 Indemnification: Contractor shall indemnify, save and hold harmless the County and all its officers, agents or employees from all causes of action, claims, demands, losses, liabilities and expenditures of any nature whatsoever, including defense costs and fees, caused by intentional or negligent acts of, or omissions of Contractor, its subcontractors, agents or employees or accruing, resulting from, or related to the subject matter of this Agreement including without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. Neither Contractor, nor any of its agents will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its officers, agents or employees. In the event any lawsuit or other proceeding is brought against County by reason of any such claim, cause of action or demand, Contractor shall, upon written notice from County, resist and defend such lawsuit or proceeding by counsel satisfactory to County or, at County's option, pay for an attorney selected by County to defend County. This indemnification includes attorney's fees and all costs of litigation including appellate attorney's fees and costs as well as any judgments. The parties agree that this clause shall not waive the benefits or provisions of section 768.28, Florida Statutes, or any similar provision of law. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the County, any sums due Contractor under this Agreement may be retained by County until all of the County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by County.

10.0 Public Records: Contractor will keep and maintain public records required by the County to perform the service. Upon request from the County's custodian of public records, Contractor will provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statues, or as otherwise provided by law. Contractor will ensure that the 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 the Agreement and following completion of the Agreement if Contractor does not transfer the records to the County. Upon completion of the Agreement, Contractor will transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by County to perform the service. If Contractor transfers all public records to County upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology system of the County. If Contractor does not comply with the County's request for public records, the County shall enforce the provisions of the Agreement in accordance with the terms of the Agreement and may cancel the Agreement.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT NANCY COLOGNA, CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; EMAIL: NANCY.COLOGNA@CITRUSBOCC.COM; PHONE: (352)527-5235.

11.0 Governing Law and Venue: The Agreement shall be governed in accordance with the laws of the State of Florida. In the event of litigation with respect to the obligation of the parties to the Agreement, the jurisdiction and venue of such action shall be an appropriate State Court in Citrus County, Florida.

Attachment: PB 21-016 Agenda 3-9-2021 (12329 : PB 21-016 City of Ocala Contract WSD/180111-Water Resources Improvement Program-Miller

IN WITNESS WHEREOF, this Agreement is accepted by the parties as of the date noted below.

MILLER PIPELINE, LLC

Karrie Scroggie
Signature of Witness (1)

Karrie Scroggie
Printed Name of Witness (1)

Rosalind Nikkinen
Signature of Witness (2)

Rosalind Nikkinen
Printed Name of Witness (2)

BY: _____
CHARLES D. BELL, ENGINEERING MANAGER

STATE OF Florida
COUNTY OF Marion

The foregoing instrument was acknowledged before me, by means of [X] physical presence or [ ] online notarization, this 22 day of February, 2021, by Charles D Bell as Engineering Manager who is [X] personally known to me or [ ] who produced _____ as identification.

Witness my hand and official seal this 22 day of February, 2021.

Official use only

_____
NOTARY PUBLIC Signature
Printed Name: Monica Jones
Commission No.: GG 268331
Expiration Date: 2/5/2023

SEAL

MONICA JONES
Notary Public - State of Florida
Commission # GG 268331
My Comm. Expires Feb 5, 2023
Bonded through National Notary Assn.

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:

_____
ANGELA VICK, CLERK

BY: _____
SCOTT CARNAHAN, CHAIRMAN

DATE: _____

Attachment: PB 21-016 Agenda 3-9-2021 (12329 : PB 21-016 City of Ocala Contract WSD/180111-Water Resources Improvement Program-Miller

CONTRACT# WSD/180111

FIRST AMENDMENT TO AGREEMENT FOR WATER RESOURCES IMPROVEMENT PROGRAM

THIS FIRST AMENDMENT TO AGREEMENT FOR WATER RESOURCES IMPROVEMENT PROGRAM ("First Amendment") is entered into by and between **CITY OF OCALA**, a Florida municipal corporation ("City"), and **MILLER PIPELINE, LLC**, a limited liability company duly organized in Indiana and authorized to do business in the State of Florida (EIN# 35-1959522) ("Contractor").

WHEREAS, on January 8, 2019, City and Hamlet Underground, LLC entered into an Agreement for Water Resources Improvement Program (the "Original Agreement"), City of Ocala Contract Number: WSD/180111, for a term of two (2) years, from January 9, 2019 to January 8, 2021; and

WHEREAS, on February 5, 2019, the City of Ocala consented to the assignment of all obligations under the Original Agreement from Hamlet Underground, LLC to Miller Pipeline, LLC; and

WHEREAS, City and Contractor desire to extend the Original Agreement, as written, for the first of two one-year renewal periods available under the Original Agreement.

NOW THEREFORE, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Contractor agree as follows:

1. **RECITALS.** City and Contractor hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT**. The Original Agreement between City and Contractor is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this First Amendment.
3. **RENEWAL TERM**. The Original Agreement is hereby renewed for an additional one-year term beginning **JANUARY 9, 2021** and terminating **JANUARY 8, 2022**. Thereafter, the parties acknowledge and agree that there remains the option for the Original Agreement to be renewed for **ONE (1)** additional **ONE-YEAR (1-YEAR)** period upon written agreement between the parties.
4. **RENEWAL PRICE INCREASE**. In accordance with the terms of the Original Agreement, pricing in **Exhibit B – Price Proposal** shall increase by **THREE PERCENT (3%)**.

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5. **NOTICES**. All notices, certifications or communications required by this First Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:	Miller Pipeline, LLC Attn: Harvey Vandeven 4260 NE 35th Street Ocala, Florida 34479 PH: 352-266-2834 E-mail: harvey.vandeven@millerpipeline.com
If to City of Ocala:	Tiffany L. Kimball, Contracting Officer City of Ocala, City Hall 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 PH: 352-629-8366 FAX: 352-690-2025 E-mail: tkimball@ocalafl.org
Copy to:	Robert W. Batsel, Jr. Gilligan, Gooding, Batsel, Anderson & Phelan, P.A. 1531 SE 36th Avenue Ocala, Florida 34471 PH: 352-867-7707 FAX: 352-867-0237 E-mail: rbatsel@ocalalaw.com

6. **COUNTERPARTS.** This First Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

7. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this First Amendment. Further, a duplicate or copy of the First Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original First Amendment for all purposes.

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8. **LEGAL AUTHORITY**. Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment.

IN WITNESS WHEREOF, the parties have executed this First Amendment on 01 / 14 / 2021.

ATTEST:

Angel B. Jacobs
City Clerk

CITY OF OCALA

Justin Grabelle
City Council President

Approved as to form and legality:

Robert W. Batsel, Jr.
City Attorney

MILLER PIPELINE, LLC

By: Miller Pipeline, LLC
(Printed Name)

Title: Eng. Manager
(Manager/Member)

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Doc ID: 0a07365099892066ec2f748ef0fcac80899fd97b

HELLOSIGN

Audit Trail

TITLE	For Signature: Renewal of Agreement for Water Resources...
FILE NAME	FOR SIGNATURES - ... - WSD 180111.pdf
DOCUMENT ID	37a069cebcdad690ed142ba40e5a75d0c978077b
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	Completed

Document History

SENT	**11** / **25** / **2020** 11:02:58 UTC-5	Sent for signature to Miller Pipeline, LLC (harvey.vandeven@millerpipeline.com) and Robert W. Batsel, Jr. (rbatsel@ocalalaw.com) from plewis@ocalafl.org IP: 67.231.55.34
VIEWED	**12** / **01** / **2020** 07:47:53 UTC-5	Viewed by Miller Pipeline, LLC (harvey.vandeven@millerpipeline.com) IP: 98.191.86.253
SIGNED	**12** / **01** / **2020** 08:46:14 UTC-5	Signed by Miller Pipeline, LLC (harvey.vandeven@millerpipeline.com) IP: 98.191.86.253
VIEWED	**12** / **08** / **2020** 12:54:29 UTC-5	Viewed by Robert W. Batsel, Jr. (rbatsel@ocalalaw.com) IP: 216.255.247.51
SIGNED	**12** / **08** / **2020** 13:00:27 UTC-5	Signed by Robert W. Batsel, Jr. (rbatsel@ocalalaw.com) IP: 216.255.247.51
COMPLETED	**12** / **08** / **2020** 13:00:27 UTC-5	The document has been completed.

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Doc ID: 0a073c509989206ec2f718e1b16cfcf808991d19

HELLOSIGN

Audit Trail

TITLE	For Signature: Renewal of Water Resources Improvement...
FILE NAME	For Signature - A... - WSD 180111.pdf
DOCUMENT ID	0a073c509989206ec2f718e1b16cfcf808991d19
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History

SENT	**01 / 11 / 2021** 12:35:12 UTC-5	Sent for signature to Justin Grabelle (jgrabelle@ocalafl.org) and Angel B. Jacobs (ajacobs@ocalafl.org) from plewis@ocalafl.org IP: 67.231.55.34
VIEWED	**01 / 14 / 2021** 15:37:19 UTC-5	Viewed by Justin Grabelle (jgrabelle@ocalafl.org) IP: 24.250.246.81
SIGNED	**01 / 14 / 2021** 15:37:31 UTC-5	Signed by Justin Grabelle (jgrabelle@ocalafl.org) IP: 24.250.246.81
VIEWED	**01 / 14 / 2021** 16:31:15 UTC-5	Viewed by Angel B. Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
SIGNED	**01 / 14 / 2021** 16:31:29 UTC-5	Signed by Angel B. Jacobs (ajacobs@ocalafl.org) IP: 216.255.240.104
COMPLETED	**01 / 14 / 2021** 16:31:29 UTC-5	The document has been completed.

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EXHIBIT "A"

CONTRACT# WSD/180111

AGREEMENT FOR WATER RESOURCES IMPROVEMENT PROGRAM

THIS AGREEMENT is entered into this 8th day of January, 2019, by and between the **CITY OF OCALA**, a Florida municipal corporation ("City" or "Owner") and **HAMLET UNDERGROUND, LLC,** a Florida registered corporation (EIN: 27-4978177), located at 4260 NE 35th Street, Ocala, Florida 34479 ("Contractor").

WHEREAS:

The City of Ocala issued an Invitation to Bid on November 11, 2018 for **ITB# WSD/180111**

Three (3) bidders responded, and Hamlet Underground, LLC was the lowest responsive and responsible bidder. The Contractor was subsequently selected as the intended awardee for these services.

NOW THEREFORE, in consideration of the matters set forth above (which are incorporated herein by reference), the parties hereto agree as follows:

1. **SERVICES.** Contractor will provide all materials, labor, and equipment to complete various water, sewer gravity/forced and reclaimed water projects for the City as described, and pursuant to the scope of service set forth on the attached **Exhibit A - Scope of Work**; and underlying ITB# WSD/180111. The contract, and all exhibits, hold precedence over the ITB documents.

2. **COMPENSATION.** City shall pay Contractor for the performance of the work, and in accordance with the contract documents, a maximum limiting amount of **$4,000,000 (FOUR MILLION DOLLARS AND 00/100 CENTS)** based on the unit prices set forth in **Exhibit B - Price Proposal.**

3. **TERM.** This Agreement shall begin on **January 9, 2019** and terminate at the end of the business day on **January 8, 2021**. This Agreement may, by written consent between City and the Contractor, be renewed for up to two (2) consecutive, one (1) year terms. Any pricing increase for contract renewal shall be subject to negotiation, as approved by the City. In no case will the increase exceed three percent (3%) of the unit prices set forth in **Exhibit B – Price Proposal**. Any renewal is contingent upon the availability of funds, satisfactory performance of the Contractor and other factors as determined by the City.

4. **TERMINATION.** Either party may terminate this Agreement immediately upon default or breach by the other party, if said party remains in default or breach after receiving written notice and fails to cure such default or breach within thirty (30) days of said notice. Termination of this

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Agreement shall have no effect upon the rights of the parties that accrued prior to termination.

5. **CONTRACT TIME.** Contractor agrees that each project will be completed in the time agreed upon in writing between the City and the Contractor. Contractor agrees to commence work on the date specified in a written "Notice to Proceed" by the City for each project assigned. Such "Notice to Proceed" will be issued at the pre-construction conference after the Contractor and Project Manager have agreed upon the schedule. At no time will the Contractor be allowed to lag behind. A new "Notice to Proceed" for additional projects will not be issued if the Contractor has failed to properly complete and close out previous projects issued under this contract.

   A. The Contract Time for a project may be changed only by a Change Order. Any request for an extension in the Contract Time shall be based on written notice delivered to City or its Representative within seven (7) days of the occurrence of the event giving rise to the request. Notice of the extent of the request with supporting data shall be delivered within seven days of such occurrence unless the City allows an additional period of time to ascertain more accurate data. All requests for adjustments in the Contract Time shall be determined by City. Any change in the Contract Time resulting from any such request shall be incorporated in a Change Order.

   B. The Contract Time for a project will be extended in an amount equal to time lost due to delays beyond the control of the Contractor. Such delays shall include, but not be limited to, acts for neglect by the City, or to fires, floods, epidemics, or acts of nature as determined by the City.

   C. All time limits for Contractor's performance stated in the Contract or any project initiated hereunder are of the essence of the Agreement. The provisions of this section shall not exclude recovery by the City or damages (including compensation for additional professional services) for delays by Contractor.

6. **LIQUIDATED DAMAGES.** For each individual project undertaken pursuant to this Contract, Contractor shall pay the City an amount equal to one percent (1%) of the total amount such project for each calendar day that expires after the time specified for Substantial Completion, until the work is substantially completed. After Substantial Completion, if the contractor shall neglect, refuse, or fail to complete the remaining work within the agreed upon projected times or any proper extension thereof granted by the City, the contractor shall pay an additional $200.00 per day for each calendar day that expires after the time specified until final completion and acceptance of the project by the City.

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A. The liquidated damages set forth herein shall not be accumulative. If Substantial Completion of the work is not met within the time specified for final completion of all work, the liquidated damages shall continue to be at the rate or rates specified for default on Substantial Completion until Substantial Completion is attained. If the work is not then finally completed, the rate or rates specified for default on final completion shall apply until final completion is attained.

B. The City shall have the right to deduct the liquidated damages from any money in its hands, otherwise due, or to become due, to the Contractor, or to initiate applicable dispute resolution procedures and to recover liquidated damages for non-performance of this Contract within the time stipulated.

C. The Contractor shall pay, in addition to liquidated damages for each individual project all expenses for inspection and superintendence after the date fixed for completion for each individual project including all necessary traveling expenses connected therewith.

D. Nothing in this section is intended to limit the right to obtain injunctive relief or any and all relief as may be appropriate. Permission allowing the Contractor to continue and finish any part of the work after the time fixed for its completion or after the date to which the time for completion may have been extended shall in no way operate as a waiver on the part of the City of any of its rights under this Agreement.

7. **PROGRESS REPORTS/UPDATED SCHEDULES.** A progress report and updated project schedule(s) must be submitted with each monthly pay request indicating the Percent of Services Completed to date. This report will serve as support for payment to Contractor and the basis for payment in the event a project is suspended or abandoned.

8. **TIMELY PAYMENT FOR PURCHASES OF CONSTRUCTION SERVICES.** Payments shall be made no later than the time periods established by Section 218.735, Florida Statutes.

9. **CITY'S RIGHT TO WITHHOLD PAYMENT.** In the event City becomes informed that any representations of Contractor provided in its monthly billing, are wholly or partially inaccurate, City may withhold payment of sums otherwise due to Contractor until the inaccuracy and the cause thereof is corrected to City's reasonable satisfaction. In the event City questions some element of an invoice, that fact shall be made known to Contractor immediately in writing. Contractor will help effect resolution and transmit a revised invoice, if necessary. Amounts not questioned by City shall be paid to the Contractor.

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10. **PUBLIC CONSTRUCTION BOND.** The Contractor is required to furnish a certified, recorded Public Construction Bond in the amount of **$500,000**, as per Florida Statute §255.05 as security for the faithful performance of the payment of all bills, and obligations arising from the performance of the Contract.

11. **MAINTENANCE AND GUARANTEE BOND.** The Contractor is required to furnish a Maintenance and Guarantee Bond in the amount of 10% of the total project value prior to final payment, for a period of three (3) years for materials and labor from the date of final completion.

    A. Prior to the City's receipt of a fully executed Maintenance and Guarantee Bond, Contractor will warrant all work completed during the term of this Agreement for labor and materials.

    B. For continuing contracts, upon final completion of all projects at the end of the contract term, and, in order to determine the 10% value, the total project value will be calculated by the City Project Manager and provided to the Contractor.

12. **CHANGE IN SCOPE.** Should the City and Contractor mutually agree to a change in the scope of services being provided during the term of this Agreement, an agreed to price adjustment shall be set forth in a written amendment to this Agreement. Pricing shall be based on unit prices set forth in this Agreement, when applicable.

13. **PERFORMANCE EVALUATION.** At the end of the contract, the City may evaluate the Contractor's performance. This evaluation will become public record.

14. **CONTRACT FULFILLMENT.** Contractors who enter into an Agreement with the City of Ocala and fail to complete the contract term, for any reason, will be subject to future bidding suspension for one (1) year, and up to a possible three (3) year bid debarment for serious contract failures.

15. **CONTRACTOR REPRESENTATIONS.**

    A. The Contractor has examined and carefully studied the Contract Documents and the other related data.

    B. The Contractor is familiar with and is satisfied as to all Federal, state, and local laws and regulations that may affect cost, progress, and performance of the work.

    C. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

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16. **METHOD OF COMPENSATION.** In consideration for providing the City with the services described in this contract, the City will compensate the Contractor as noted in **Section 2** and detailed in **Exhibit B-Price Proposal** as follows:

    A. The City will pay Contractor a total maximum limiting amount for each monthly period, as approved and invoiced, using the pricing schedule as noted in **Exhibit B.** The allowability of compensation sought under this Contract is expressly made subject to the terms of this Contract, and any pertinent Federal and State law.

    B. Contractor shall invoice the City monthly for ANY completed work accomplished during the preceding calendar month. Invoices for this Agreement will be prepared by Contractor, and submitted through the responsible City Project Manager at: **City of Ocala Engineering Department, Capital Improvement Projects Division, Eric Giannino, 1805 NE 30th Avenue, Bldg. 700, Ocala, Florida 34470, egiannino@ocalafl.org**. Finished work and invoices must be reviewed and agreed upon by City of Ocala Project Manager; this review and agreement shall not be unreasonably withheld, conditioned, or delayed. The City contract number must be listed on the submitted invoice along with an assigned invoice number and invoice date. One original of the invoice should be included with the submission.

    C. The City reserves the right to withhold payment for work not completed, or services completed unsatisfactorily, or work or products deemed inadequate or untimely by the City. Any payment withheld will be released and paid to Contractor promptly when work or products are subsequently performed/delivered to the City's satisfaction.

17. **STORAGE OF MATERIALS/EQUIPMENT**. Contractor shall be fully responsible for receipt, inspection, acceptance, handling, and storage of equipment and materials (whether furnished by Contractor or City) to be utilized in the performance of or incorporated into the work.

18. **CONTRACTOR'S RESPONSIBILITIES.** The following provisions are the responsibility of the Contractor and are provided with the expectation that each responsibility shall be adhered to:

    A. Contractor shall supervise and direct all work under the Project competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction. Contractor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.

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B. Contractor shall comply with all Federal, State, and local laws, ordinances, rules and regulations applicable to the work, and be responsible for all costs associated with same.

C. Contractor shall operate and store construction equipment, stored materials and equipment, and the operations of workers to only those areas prescribed by the City. The lay down area will be decided during the pre-construction meeting.

D. Contractor shall continue on the work and maintain the progress schedule during all disputes or disagreements. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as Contractor and City may otherwise agree in writing.

19. **RESPONSIBILITIES OF CITY.** City or its Representative shall issue all communications to Contractor. City has the authority to request changes in the work in accordance with the terms of this Agreement and with the terms in **Exhibit A.** City has the authority to stop work or to suspend any work.

20. **PROJECT MANAGER/ENGINEER.** Each project undertaken pursuant to this Contract is under the control of the Project Engineer or Project Manager who may be referred to in the Contract Documents as, City, Owner, Engineer, or Project Manager as the context requires.

All work and material furnished under this contract shall be furnished under the direction of and to the satisfaction and approval of the Project Manager/Engineer. Should any dispute arise as to the quality or fitness of the materials or workmanship, the decision shall rest strictly with the Project Manager/Engineer, and shall be based upon the requirements as stated in the solicitation and Contractor's Bid response. This power and authority shall be confined to the direction or specification of what is to be done under this contract, and shall not extend to the actual execution of the work which shall be under the control of the Contractor, and for which the Contractor alone is responsible.

21. **ADDITIONAL WORK BY OTHER ENTITIES**. City may perform additional work related to any project, or have additional work performed by utility service companies, or let other direct contracts therefore which shall contain General Conditions similar to these. Contractor shall afford the utility service companies and the other contractors who are parties to such direct contracts (or City, if City is performing the additional work with City's employees) reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his work with theirs.

A. If any part of Contractor's work depends for proper execution or results upon the work of any such other contractor or utility service company (or City), Contractor shall inspect and

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promptly report to City in writing any latent or apparent defects or deficiencies in such work that render it unsuitable for such proper execution and results. Contractor's failure to so report shall constitute an acceptance of the other work as fit and proper for integration with Contractor's work except for latent or non-apparent defects and deficiencies in the other work.

B. Contractor shall do all cutting, fitting, and patching of work that may be required to make the parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering their work, and will only cut or alter their work with the written consent of City.

22. **PROJECT SPECIFICATIONS.** This project will require the Contractor to have the following specifications and documents, which are incorporated by reference:

City of Ocala "Standard Specifications for Construction of Streets, Stormwater, Traffic, Water and Sewer Infrastructure" available at:
https://www.ocalafl.org/Home/ShowDocument?id=17908

Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction (January 2019) available at:
http://www.fdot.gov/programmanagement/Implemented/SpecBooks/

FDOT Design Standards can be obtained from:
http://www.fdot.gov/roadway/DS/18/STDs.shtm

Contractor must have the above specifications and documents, in addition to up-to-date copies of contract documents, shop drawings and plans for each individual project, at the project site at all times.

23. **MISCELLANEOUS INSURANCE PROVISIONS.**

A. Insurance Requirements. These insurance requirements shall not relieve or limit the liability of Contractor. The City does not in any way represent that these types or amounts of insurance are sufficient or adequate to protect Contractor's interests or liabilities, but are merely minimums. No insurance is provided by the City under this contract to cover Contractor. No work shall be commenced under this contract until the required Certificate(s) have been provided. Work shall not continue after expiration (or cancellation) of the Certificate and shall not resume until new Certificate(s) have been provided. Insurance written

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on a "Claims Made" form is not acceptable without City of Ocala Risk Management consultation.

B. Deductibles. Contractor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by the latter. Contractor is responsible for the amount of any deductible or self-insured retention.

C. Certificates. Contractor shall provide a Certificate of insurance, issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating* of at least an A, showing the "City of Ocala" as an Additional Insured for General Liability, and Business Automobile Liability insurance. The City of Ocala, Procurement Department, 110 SE Watula Ave, Ocala, FL 34471 should be shown as the Certificate Holder, and for providing for required thirty (30) day cancellation notice.

*Non-rated insurers must be pre-approved by the City Risk Manager.

D. Failure to Maintain Coverage. In the event Contractor fails to disclose each applicable deductible/self-insured retention or obtain or maintain in full force and effect any insurance coverage required to be obtained by Contractor under this Agreement, Contractor shall be considered to be in default of this Agreement.

E. Severability of Interests. Contractor shall arrange for its liability insurance to include General Liability, Business Automobile Liability, and Excess/Umbrella Insurance, or be endorsed to include, a severability of interests/cross liability provision, so that the "City of Ocala" (where named as an additional insured) will be treated as if a separate policy were in existence, but without increasing the policy limits.

24. **LIABILITY INSURANCE.** Contractor shall procure and maintain for the life of this contract Commercial General Liability Insurance with limits not less than:

A. $1,000,000 each occurrence and $2,000,000 aggregate for Bodily Injury, Property Damage and Personal and Advertising Injury;

B. $1,000,000 each occurrence and $2,000,000 aggregate for Products and Completed Operations;

C. Commercial General Liability policy must include coverage for Contractual Liability.

The City, a political subdivision of the State of Florida, its officials, employees, and volunteers will be covered 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 regarding liability arising out of activities performed by or on behalf

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of Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, or volunteers.

25. **BUSINESS AUTO LIABILITY.** Contractor shall procure and maintain Automobile Insurance for the life of this contract. Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than $1,000,000 combined single limit each accident. The City must be an additional insured on the policy.

26. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Contractor shall procure and maintain for the life of this contract Workers' Compensation insurance, and Employer's Liability at statutory requirement limits. Contractor shall ensure any subcontractor has statutory coverage. The City of Ocala need not be named as an additional insured, but a subrogation waiver endorsement is required. Exceptions and exemptions will be allowed by the City's HR/Risk Director, if they are in accordance with Florida Statute.

27. **E-VERIFY.** In accordance with Executive Order 11-116, Contractor shall utilize the U.S. Agency of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees hired during the term of this Agreement. Contractor shall also require all subcontractors performing work under this Agreement to utilize the E-Verify system for any employees they may hire during the term of this Agreement.

28. **SAFETY/ENVIRONMENTAL.** Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

    A. All employees on the work and other persons that may be affected thereby;

    B. All work, materials and equipment to be incorporated therein, whether in storage on or off the site; and

    C. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

    All, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, shall be remedied by Contractor. Contractor's duties and

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responsibilities for the safety and protection of the work shall continue until such time as the work is completed and accepted by City.

29. **TRAFFIC CONTROL AND BARRICADES.** The Contractor shall mitigate impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control and barricades. The Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all locations where work is being done under this Agreement.

    A. In addition to the requirements set forth in bid, the Contractor shall maintain at all times a good and sufficient fence, railing or barrier around all exposed portions of said work in such a manner as to warn vehicular and pedestrian traffic of hazardous conditions.

    B. Should the Contractor fail to properly barricade his work or stored material sites in the manner outlined above, the City may have the necessary barricading done, and all cost incurred for said barricading shall be charged to the Contractor.

30. **WORK SITE AND CLEANUP.** Daily, during the progress of the work, Contractor shall keep the premises free from accumulations of waste materials, rubbish, and all other debris resulting from the work. At the completion of the work, Contractor shall remove all waste materials, rubbish, and debris from and about the premises, as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by City. Contractor shall provide an inventory listing of all surplus materials in an area designated by City. Contractor shall restore to their original condition those portions of the site not designated or alteration by the Contract.

31. **CONSTRUCTION SURVEY LAYOUT.** The work to be performed pursuant to survey work provided by the City shall be completed as necessary to establish all proper alignments, right of way, easements, bench marks, elevations and grade stakes to complete all phases of this Contract. Contractor shall immediately bring to City's attention any survey issues that would impede the Contractor's completion of the work. The work performed pursuant to survey work at the Contractor's expense pursuant to this Agreement shall be prepared by a licensed surveyor and provided to the City. Any survey issues with these surveys that would impede the Contractor's completion of the work shall immediately be brought to the City's attention. If additional or corrective survey work is required, it shall be at Contractor's expense.

    The City Engineer/City Project Manager shall establish a number of benchmarks on the project which in their opinion will enable the Contractor to perform the work. If the Contractor shall

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remove or destroy any stake, marker or benchmark on the work without first having secured the approval of the City Engineer/City Project Manager, such stake, or benchmark shall be re-established by and at the Contractor's expense. It shall be the responsibility of the Contractor to preserve all adjacent property corner markers which might be affected by their operations, and replace same if undermined. Corner locations known by the City will be made available to the Contractor. All original field notes, calculations, and other documents developed by the surveyor in conjunction with this work shall be given to the City and become City property. All surveying work must be in accordance with Chapters 177 and 472 of Florida Statutes and Chapter 6IG17 of the Florida Administrative Code.

32. **MANUFACTURER SERVICES.** The Contractor shall furnish manufacturer's representative as required to resolve assembly or installation problems with their products and systems. The Contractor shall conduct, with the assistance of the manufacturers/supplier's Representative, start-up and operational tests on the equipment and system. The Contractor shall submit prior to the issue of the Certificate of Substantial Completion, a certificate of proper installation by the manufacturer certifying that the system has been properly installed according to the Contract Documents and manufacturer's recommendations. In addition, Contractor shall furnish comprehensive manufacturer training to City staff on the operation of all equipment.

33. **SUBCONTRACTORS.** Contractor shall be fully responsible for all acts and omissions of his Subcontractors and other persons and organizations directly or indirectly employed by them. Nothing in the Contract shall create any contractual relationship between City or its Representative and any Subcontractor or other person or organization having a direct contact with Contractor, nor shall it create any obligation on the part of City or its Representative to pay or to seek the payments of any monies to any Subcontractor or other person or organization, except as may otherwise be required by law.

34. **DELAYS AND DAMAGES.** The Contractor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Contractor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.

35. **EMERGENCIES**. In an emergency affecting the safety of life or property, the Contractor, without special instruction or authorization from the City Project Manager, is hereby permitted, authorized and directed to act at its own discretion to prevent threatened loss or injury. Except

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in the case of an emergency requiring immediate remedial work, any work performed after regular working hours, on Saturdays, Sundays or legal holidays, shall be performed without additional expense to the City unless such work has been specifically requested and approved by the City Project Manager. The Contractor shall file with the City Project Manager the names, addresses and telephone numbers of their representatives who can be contacted at any time in case of emergency. These Contractor representatives must be fully authorized and equipped to correct unsafe or excessively inconvenient conditions on short notice by the City or the Public Inspectors.

36. **INDEPENDENT CONTRACTOR STATUS.** City expressly acknowledges the Contractor is an independent contractor. Nothing in this Agreement is intended, nor shall be construed, to create an agency relationship, a partner or partnership, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the City to exercise control or discretion over the manner or method by which Contractor performs hereunder.

37. **ACCESS TO FACILITIES.** City will provide Contractor with access to the Facilities to permit Contractor to meet its obligations hereunder.

38. **ASSIGNMENT.** Neither party may assign this Agreement or the rights and obligations thereunder to any third party without the prior express written approval of the other party, which shall not be unreasonably withheld.

39. **RIGHT OF CITY TO TAKE OVER CONTRACT.** If the work to be done under this Agreement shall be abandoned, or if said contractor shall become insolvent, or shall assign this contract or sublet the work hereunder without the written consent of the City, the Project Manager/Engineer shall then have the power and right to place additional men and equipment on said work and supply additional material, if necessary, and do such work as he may deem advisable for the completion of this contract. In determining the liability of the Contractor, under these circumstances, all sums actually paid for such completion shall be credited to the City, together with other elements of the damage above mentioned and certificate of the Project Manager/Engineer as to the amount of such liability shall be final and conclusive.

40. **NON-EXCLUSIVITY.** Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Contract shall not restrict City from acquiring similar, equal or like goods and/or services, or executing additional contracts from other entities or sources.

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41. **PUBLIC RECORDS.** The Contractor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, the Contractor shall:

A. Keep and maintain public records required by the public agency to perform the service.

B. Upon request from the public agency's custodian of public records, provide the public agency 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 contract term and following completion of the contract if the Contractor does not transfer the records to the public agency.

D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

42. **TAX EXEMPTION**. City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Contractor doing business with City will not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will

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Contractor be authorized to use City's Tax Exemption Number for securing materials listed herein.

43. **EXCESS FUNDS**. Any party receiving funds paid by City under this Agreement shall promptly notify City of any funds erroneously received upon the discovery of such erroneous funds receipt. Any such excess funds shall be refunded to City within thirty (30) days, or must include interest calculated from the date of the erroneous payment or overpayment at the interest rate for judgments at the highest rate as allowed by law.

44. **AUDIT.** Contractor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.

45. **PUBLICITY.** Contractor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.

46. **CONFLICT OF INTEREST.** Contractor must have disclosed with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Contractor must disclose the name of any City employee who owns, directly or indirectly, any interest in Contractor or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.

47. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES.** During the performance of the contract, the Contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation or veteran status and will take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.

48. **PUBLIC ENTITY CRIMES.** Contractor on its behalf and its affiliates agrees and affirms that it has not been placed on the convicted vendor list following a conviction of a public entity crime as provided for in Section 287.133(2)(a), Florida Statutes, which states that a person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not

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submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list.

49. **COMPLIANCE WITH F.S. 287.135.** City may terminate Agreement immediately upon discovering any of the following: Contractor has been placed on the Scrutinized Companies that Boycott Israel List; is engaged in a boycott of Israel; has been placed on the Scrutinized Companies with Activities in Sudan List; has been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or has been engaged in business operations in Cuba or Syria. This Agreement may also be terminated immediately if the Contractor falsely certified they are eligible to bid and contract with local government entities under F.S. 287.135.

50. **DEFAULT.** This Agreement is critical to the City and the City reserves the right to immediately cancel either in whole or in part any portion of this Agreement due to failure of the Contractor to carry out any obligation, term, or condition of the Agreement. The City will issue a written notice of default effective immediately and not deferred by any interval of time. Default shall be any act or failure to act on the part of the Contractor including, but not limited to, any of the following:

    A. Contractor fails to adequately perform the services set forth in the specifications of the Agreement;

    B. The Contractor provides material that does not meet the specifications of the Agreement;

    C. Contractor fails to complete the work required within the time stipulated in the Agreement; and

    D. Contractor fails to make progress in the performance of the Agreement and/or gives the City reason to believe that the Contractor will not or cannot perform to the requirements of the Agreement.

51. **REMEDIES/OPPORTUNITY TO CURE.** If Contractor defaults on any provision of this Agreement, City may, at its sole discretion, give written notice to Contractor detailing Contractor's violations and giving Contractor an opportunity to cure the default. If such violation is not corrected to the reasonable satisfaction of City within the time required by the City to cure the default, after the date of notice of violation, the City may, without further notice, declare Contractor to be in

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breach of this Agreement and pursue all remedies available at law or equity, including termination of this Agreement without further notice and all rights of Contractor hereunder.

Notwithstanding City's termination of the Agreement, Contractor shall remain liable to City for damages, costs, or attorney's fees arising prior to such termination. In case of default, the City reserves the right to hire another Contractor to complete the required work in accordance with the needs of the City. City may recover any actual excess costs from the Contractor by: (a) Deduction from an unpaid balance, (b) Placing a claim against the Public Construction Bond, or (c) Any other remedy as provided by law.

52. **NON-FUNDING.** In the event sufficient budgeted funds are not available or depleted, City shall notify the Contractor of such occurrence and contract shall terminate without penalty or expense to the City.

53. **TERMINATION FOR CONVENIENCE.** City may, at any time and for any reason, terminate Contractor's services and work at City's convenience. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement. Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs incurred by Contractor as permitted by the contract and approved by City.

54. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

55. **FORCE MAJEURE.** Neither party shall be responsible for damages or delays caused by Force Majeure or other events beyond the reasonable control of the party and which could not reasonably have been anticipated or prevented.

For purposes of this Agreement, Force Majeure includes, but is not limited to, war, terrorism, riots, epidemics, fire, acts of nature, strikes, lockouts, court orders, and acts, orders, laws, or regulations of the government of the United States or the several states, prohibiting or impeding

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any party from performing its respective obligations under the contract.

If Force Majeure occurs, the parties shall mutually agree on the terms and conditions upon which services may continue. Should Contractor be delayed in the commencement, performance, or completion of the Work due to any of the conditions under this section, Contractor shall be entitled to an extension of time only, provided however, that in no event shall Contractor be entitled to any increased costs, additional compensation, or damages of any type resulting from such Force Majeure delays.

56. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.

57. **INDEMNITY.** Contractor shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Contractor, its agents, and employees.

58. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.

59. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

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If to Contractor:	Hamlet Underground, LLC Charles Bell 4260 NE 35th Street Ocala, Florida 34479 Phone: 352-236-3355 E-mail: cbell@hamletunderground.com
If to City of Ocala:	Tiffany Kimball, Contracting Officer 110 SE Watula Avenue, 3rd Floor Ocala, Florida 34471 Phone: 352-629-8366 Fax: 352-690-2025 Email: tkimball@ocalafl.org
Copy to:	Patrick G. Gilligan, Esquire Gilligan, Gooding, Franjola & Batsel, P.A. 1531 SE 36th Avenue Ocala, Florida 34471 Phone: 352-867-7707 Fax: 352-867-0237 Email: pgilligan@ocalalaw.com

60. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.

61. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR

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OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

62. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.

63. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.

64. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.

65. **MUTUALITY OF NEGOTIATION.** Contractor and City acknowledge that this Agreement is a result of negotiations between Contractor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.

66. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.

67. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than

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the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.

68. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.

69. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

70. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.

71. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

72. **CONTRACT DOCUMENTS.** The contract documents that comprise the entire Agreement between the City and Contractor are made a part hereof, and are listed as exhibits. There are no contract documents other than those listed below, and as referenced in Section 22: Project Specifications. If there is a conflict in terms between this Agreement and the contract documents, then the terms of this Agreement will control over the terms of the contract documents listed below.

    If there is a conflict within the exhibits or project specifications regarding scope of service, the order of precedence is as follows: (1) Exhibit A, (2) Project Specifications, then (3) Exhibit B.

Exhibit A:	Scope of Work (A-1 through A-6)
Exhibit B:	Price Proposal (B-1 through B-10)

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73. **LEGAL AUTHORITY**. 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 to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

ATTEST:

Angel B. Jacobs
City Clerk

CITY OF OCALA:

Mary S. Rich
City Council President

Approved as to form and legality:

Robert W. Batsel, Jr.
Assistant City Attorney

HAMLET UNDERGROUND, LLC

Manager/Member

CITY OF OCALA
GOD BE WITH US
MARION COUNTY, FLORIDA

ACCEPTED BY CITY COUNCIL
January 8, 2019
DATE
OFFICE OF THE CITY CLERK

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ACCEPTED BY CITY COUNCIL

Date:

OFFICE OF THE CITY CLERK

Contractor will be responsible for the construction of various water, sewer gravity/forced and reclaimed water projects on an as-needed basis within the City of Ocala service area. All work shall be coordinated with City Project Manager Eric Giannino, 352-351-6684, e-mail: egiannino@ocalafl.org.

Contractor will be assigned individual projects. All projects will be completed in the time agreed upon between the City and the Contractor. Contractor agrees to commence work on the date specified in a written "Notice to Proceed" by the City for each project assigned. Such "Notice to Proceed" will be issued at the pre-construction conference after the Contractor and Project Manager have agreed upon the schedule. At no time will the Contractor be allowed to lag behind. A new "Notice to Proceed" for additional projects will not be issued if the Contractor has failed to properly complete and close out previous projects issued under this contract.

Contractor shall provide all materials, labor, and equipment (in good operating condition) to complete the Water Resources Miscellaneous Improvement Program, including but not limited to the following:

GENERAL CONSTRUCTION

- Removal and replacement of asphalt, concrete sidewalks, and curb
- Removal and replacement of traffic signs, striping and signal loops
- Final grading and sod restorations

WATER MAIN CONSTRUCTION

- Installation of new water mains, fittings and valves
- Installation of new fire hydrants or relocations
- Removal and replacement of water services to new main
- New main testing and sampling
- Wet taps
- Abandonment of existing water mains

SEWER MAIN CONSTRUCTION

- Installation of new sewer gravity and force mains
- Installation of new manholes
- Installation of new sewer services or relocations
- New main and manhole testing
- Abandonment of existing mains or manholes
- Point Repairs on existing mains or manholes
- Replacement of manhole ring & covers
- Recoating of existing manholes

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RECLAIMED WATER MAINS CONSTRUCTION

- Installation of new reclaimed water main, fittings and valves
- Removal and replacement of reclaimed water services to new mains
- New main testing
- Abandonment of existing reclaimed water mains

Contractor Responsibilities

- Contractor must perform a minimum of 70% of the work with their own forces. All work must be performed to current City of Ocala Standards and Specifications and must be coordinated through the City Project Manager.
- Contractor and all subcontractors will be required to conform to the labor standards and employment requirements set forth in the Bid Documents. All work shall be performed under the supervision of a qualified, competent foreman or supervisor.
- Contractor must provide a valid telephone number and address to the City Project Manager. The phone must be answered during normal working hours, or voicemail must be available to leave a message. On this contract an emergency after-hours phone number must also be provided.
- Contractor must have one (1) person that is FDOT Temporary Traffic Control (TTC) certified on site at all times during construction. A City of Ocala Right-of-Way (ROW) permit must be submitted one week prior to all projects starting except when there are lane or road closures needed to perform project work. When lane or road closures are required, contractor must submit a Maintenance of Traffic (MOT) plan and give a minimum of two (2) week notice to the city prior to project starting.
- All projects where construction exceeds one month in length must have a construction detailed project schedule submitted to the Project Manager prior to ground breaking on site.
- Locate, protect, and relocate any and all underground utilities necessary to complete the work specified in the contract, and verify all field conditions, measurements, and elevations.
- Contractor is responsible for distribution of outage/construction notices to customers at least 48 hours prior to the day when a water/sewer main outage or pressure drop must occur due to a planned water/sewer main connection. Notices will be provided to the contractor by the City of Ocala.

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- The Fire Hydrant Assembly line item unit price includes a fire hydrant to grade (36" min to 60" max).
- If a water/sewer main shut down can't be guaranteed from a service point or valve, a wet tap on the main must be performed prior to cutting the pipe to confirm a good shut down.
- Sewer television inspection tolerance – After pipe cleaning, pipe sections "ponding" more than ¾" shall be considered a failure in the main. The failed area shall be corrected and re-televised. The ponding will be measured using a level gauge measured in inches. No other method will be accepted.
- Backfilling and compaction procedures shall be performed in accordance with the FDOT Standard Specifications for Road and Bridge Construction (latest edition) and FDOT Design standards (latest edition), or as otherwise directed in writing by the City of Ocala.
- All open cuts in the pavement (asphalt and concrete) shall be saw cut and made square.
- If work to be done has no line item unit price in the contract, a written proposal of the work must be agreed upon prior to the work being started.
- Contractor shall be responsible for density testing. The City may perform density tests for verification purposes.
- All above-ground bolts on lift stations must be painted. Contractor is required to paint underground mega lugs if they are on a fire line.
- A project sign must be posted at each individual project. Contractor shall verify Mayor/Council Members' names/titles and their spelling on the City of Ocala website at www.ocalafl.org. Signs shall be relocated from project to project at no additional cost to the City.

Erosion, Sediment, and Flood Control

- Provide, maintain, and operate temporary facilities to control erosion and sediment, and to protect work and existing facilities from flooding during construction. Maintain drainage ways and construct temporary drainage facilities to allow runoff to flow properly.
- The City of Ocala is entrusting the Contractor to care for and maintain roadways, existing storm/sewer structures, and facilities during construction. The City of Ocala expects the contractor to take pride in performing a high level of maintenance. The continual quality of the maintenance during construction of roadways, structures, and facilities will be a direct reflection, under public scrutiny, of the quality and integrity of the Contractor. Lack of daily maintenance will cause the project to be stopped until issues are addressed.

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Construction Work Areas

The City of Ocala is not responsible for providing property or lay down yards to the contractor for their materials or equipment. If private property is used, the City requires a copy of the agreement between the property owner and the Contractor. Utilizing private property without written permission is prohibited. Components of the project, including temporary work and storage areas, will be located on-site per project. Staging areas will be sited inside the right-of-way or within City property. Material and equipment staging areas will be kept in a clean and orderly fashion. Material will be transported to the proper station for construction, assembly. Provide on-site sanitary facilities as required by governing agencies. Contractor will not be permitted to use the City sanitary facilities during construction.

Construction work area must be backfilled or protected by construction fencing at the end of each business day. Any work areas in roadways must at least be filled temporarily with asphalt millings or covered with a FDOT approved steel road plate before the roadway can be opened to traffic. If millings are used, the contractor must maintain the millings daily until they are replaced with permanent asphalt.

Cleaning & Cutting During Construction

The use of water to prevent the blowing of dust and debris during cutting operations and or cleaning operations is mandatory. Sweep all roadways affected by the construction and adjacent to work area daily. Provide approved containers for collection and disposal of waste materials, and debris. When construction material or debris has washed, flowed, fallen, or been discarded into ditches, gutters, drains, catch basins, or elsewhere (either within the construction limits or on public or private property), as a result of Contractor operations, such material or debris shall be entirely removed and satisfactorily disposed of during progress of the work, and the ditches, channels, drains, etc., kept in a clean and neat condition. This operation is expected to be performed on a daily basis. It shall be up to the Contractor to restore in an acceptable manner all property, both public and private, which has been disturbed by the Contractor during execution of the contract.

Safety and Protection

Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. Such responsibility does not relieve subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety laws and regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent

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damage, injury, or loss to: all persons on the site or who may be affected by the work; all the work and materials and equipment to be incorporated therein, whether in storage on or off the site; and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.

Contractor shall comply with all applicable laws and regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, underground facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the site when prosecution of the work may affect them. The City of Ocala may stop work at any time an unsafe condition arises on site. Work will be authorized to continue after the unsafe condition has been corrected.

Weather Days

Contractor shall submit a written request to the City Project Manager (email is the preferred method) for additional days for which work is suspended or delayed by weather. Weather days shall be reconciled with each monthly pay application for the time period which the application is submitted and shall be final. Contractor performance and prosecution of work will be considered in the determination for granting additional days.

Maintenance of Traffic

A full day of MOT will be paid on standalone projects after working a minimum of five hours. Hourly MOT will be utilized if the City needs the Contractor's assistance on a job which requires less than five hours of work. The City may choose to perform MOT on some projects, but typically MOT will be performed by the Contractor.

Removed Facilities

Per the City of Ocala's discretion, all equipment such as pumps, panels, meter boxes, etc., downtown brick pavers, excavated material and SCADA equipment, must be turned over to the City of Ocala. Coordination shall be made with the City Project Manager.

Working Hours

The City's normal working hours are Monday through Friday from 7:00 a.m. to 5:00 p.m. If additional hours are necessary, Contractor must give at least 48 hours advanced notice to the City Project Manager. Night work may be allowed if it would result in less impact to the public or reduced safety issues. No work shall be permitted on City-observed holidays. Some work,

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including, but not limited to, abandonments of existing piping systems, as well as connections, replacements, extensions thereto and thereof may necessitate work being done after or before normal work hours. Said decision shall rest solely with the City Engineer. Normally, such extended hours shall be required only to maintain service to existing customers or to minimize inconvenience to those customers or members of the public. This shall be considered incidental to the construction, and no additional compensation shall be allowed therefore.

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Exhibit B - Price Proposal

CONTRACT# WSD/180111

ITEM	DESCRIPTION	UNIT	UNIT COST
General Construction (012200-1.5)			
G-03	PROJECT SIGN	EA	$830.00
G-04	EMERGENCY AFTER HOURS CALL OUT	HR	$600.00
G-05-1	MAINTENANCE OF TRAFFIC	DAY	$750.00
G-05-2	MAINTENANCE OF TRAFFIC	HR	$250.00
G-06	SILT FENCE & SEDIMENT CONTROL	LF	$2.00
G-07	TREE PROTECTION/CONSTRUCTION FENCE	LF	$3.50
G-08	REMOVE & RELOCATE EXISTING MAILBOXES	EA	$120.00
G-09	CLEARING AND GRUBBING - LIGHT	SY	$4.50
G-10	CLEARING AND GRUBBING - HEAVY	SY	$8.00
G-11	EXCAVATION	CY	$5.50
G-12	IMPORTED BACKFILL MATERIAL	CY	$18.00
G-15	GRADING	SY	$3.00
G-17	REMOVE & REPLACE UNSUITABLE MATERIAL	CY	$22.00
G-19	LIMEROCK BASE 12"	SY	$16.75
G-20	# 57 STONE	CY	$44.00
G-21-1	REMOVAL OF EXSITING CONCRETE SIDEWALKS AND DRIVEWAYS (NOT REINSTALLING)	SY	$3.00
G-21-2	REMOVAL AND REPLACEMENT OF EXSITING CONCRETE SIDEWALKS AND DRIVEWAYS	SY	$70.00
G-22	REMOVAL OF EXISTING CONCRETE CURB AND GUTTER (NOT REINSTALLING)	LF	$5.00
G-23	CONCRETE FILL	CY	$200.00
G-24	ASPHALT COATINGS	GAL	$25.00
G-25	ASPHALT PAVEMENT REMOVAL	SY	$6.50
G-26	TEMPORARY ASPHALT MILLINGS	SY	$6.00
G-31	ASPHALT MILLING AND REPLACEMENT	SY	$7.25
G-32-1	ASPHALT PAVEMENT SUPERPAVE 9.5	TN	$210.00
G-32-2	ASPHALT PAVEMENT SUPERPAVE 12.5	TN	$210.00
G-33	ROADWAY GUARDRAIL	LF	$100.00
G-34-1	OBJECT MARKER, TYPE 1	EA	$162.00
G-34-2	OBJECT MARKER, TYPE 2	EA	$90.00
G-34-3	OBJECT MARKER, TYPE 3	EA	$174.00
G-34-4	OBJECT MARKER, TYPE 4	EA	$162.00
G-35-1	DELINEATOR, FLEXIBLE TUBULAR	EA	$88.00
G-35-2	DELINEATOR, NON-FLEXIBLE	EA	$84.00
G-35-3	DELINEATOR, FLEXIBLE HIGH VISIBILTY MEDIAN	EA	$192.00
G-35-4	DELINEATOR, FLEXIBLE HIGH PERFORMANCE	EA	$99.00
G-36	RUMBLE STRIPS	PS	$240.00
G-37	GROUNDING ELECTRODE	FT	$60.00
G-38-1	SIGNAL CONDUIT, FURNISH & INSTALL, UNDERGROUND	LF	$29.00
G-38-2	SIGNAL CONDUIT, FURNISH & INSTALL, SAWCUT & PLACE UNDER EXISTING PAVEMENT	LF	$83.00
G-38-3	SIGNAL CONDUIT, F & I, UNDERGROUND-JACKED	LF	$59.00
G-39-1	SPAN WIRE ASSEMBLY, F & I, SINGLE POINT, DIAGONAL	PI	$3,600.00
G-39-2	SPAN WIRE ASSEMBLY, F & I, TWO POINT, DIAGONAL	PI	$6,060.00
G-39-3	SPAN WIRE ASSEMBLY, F & I, TWO POINT, BOX	PI	$14,220.00
G-39-4	SPAN WIRE ASSEMBLY, ADJUST	PI	$2,620.00
G-39-5	SPAN WIRE ASSEMBLY, ADJUST, TWO POINT, BOX	PI	$5,030.00
G-40	PULL & JUNCTION BOX, F & I, PULL BOX	EA	$1,545.00
G-41	PULL & JUNCTION BOXES, INSTALL	EA	$1,100.00
G-42	PULL & JUNCTION BOXES, RELOCATE	EA	$1,330.00
G-52	CONSTRUCTION SURVEY	HR	$135.00
G-53	ASBUILT DRAWINGS	HR	$90.00
G-54-1	PIPE HANDRAIL-GUIDERAIL, ALUMINUM	LF	$100.00
G-54-2	PEDESTRIAN/BICYCLE, RAILING, ALUMINUM ONLY, 42" PICKET RAIL	LF	$100.00

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Exhibit B - Price Proposal

CONTRACT# WSD/180111

ITEM	DESCRIPTION	UNIT	UNIT COST
G-54-3	PEDESTRIAN/BICYCLE, RAILING, ALUMINUM ONLY, 42" TYPE 1	LF	$95.00
G-54-4	PIPE HANDRAIL, ALUMINUM	LF	$65.00
G-55	6" BOLLARDS	EA	$520.00
G-56	CONCRETE CURB, GUTTER, VALLEY AND DROP CURB (NEW INSTALL)	LF	$30.00
G-57	CONCRETE CURB, GUTTER, VALLEY AND DROP CURB REMOVAL & REPLACEMENT	LF	$35.00
G-58-1	CONCRETE 3000 PSI	CY	$205.00
G-58-2	CONCRETE 4000 PSI	CY	$205.00
G-60-1	PAVERS, ARCHITECTURAL ROADWAY	SY	$85.00
G-60-2	PAVERS, ARCHITECTURAL SIDEWALK	SY	$85.00
G-61	CONCRETE CURB RAMPS WITH DETECTABLE WARNING SURFACE - HANDICAP	EA	$2,400.00
G-62	DETECTABLE WARNING ON EXISTING WALKING SURFACE, RETROFIT	EA	$600.00
G-66	RIP RAP	CY	$105.00
G-67	CONCRETE RUBBLE (2 FT THICK)	SY	$100.00
G-75	FARM FENCING REMOVAL & REPLACEMENT	LF	$14.00
G-78	CHAIN LINK FENCING REMOVAL AND REPLACEMENT	LF	$22.00
G-79	SEED & MULCH	SY	$1.35
G-80-1	SOD-ST. AUGUSTINE	SY	$6.75
G-80-2	SOD-BAHIA	SY	$3.85
G-88-1	LOOP ASSEMBLY- F & I, TYPE A	EA	$1,545.00
G-88-2	LOOP ASSEMBLY- F & I, TYPE B	EA	$1,370.00
G-88-3	LOOP ASSEMBLY- F & I, TYPE F	EA	$1,670.00
G-89	TRAFFIC CONTROL SIGN ASSEMBLY	EA	$220.00
G-90	TRAFFIC CONTROL SIGN ASSEMBLY REMOVAL AND RELOCATION	EA	$40.00
G-91	REFLECTIVE PAVEMENT MARKERS	EA	$5.00
G-92	STANDARD WHEEL STOPS	EA	$50.00
G-93-1	TEMPORARY, WHITE, SOLID 6"	LF	$0.20
G-93-2	TEMPORARY, WHITE, SOLID 12"	LF	$0.75
G-93-3	TEMPORARY, WHITE, SOLID 24"	LF	$1.20
G-93-4	TEMPORARY SKIP TRAFFIC STRIPE, YELLOW, 6"	GLF	$0.40
G-93-5	TEMPORARY SOLID TRAFFIC STRIPE - 6" YELLOW	LF	$0.20
G-93-6	TEMPORARY SOLID TRAFFIC STRIPE - 6" DOUBLE YELLOW	LF	$0.40
G-94-1	THERMO, WHITE, SOLID, 6"	LF	$0.70
G-94-2	THERMO, WHITE, SOLID, 12"	LF	$2.10
G-94-3	THERMO, WHITE, SOLID, 24"	LF	$5.10
G-94-4	THERMO SKIP TRAFFIC STRIPE, YELLOW, 6"	GLF	$0.90
G-94-5	THERMO SOLID TRAFFIC STRIPE - 6" YELLOW	LF	$0.70
G-94-6	THERMO SOLID TRAFFIC STRIPE - 6" DOUBLE YELLOW	LF	$1.35
G-95	THERMO PAVEMENT MARKINGS	EA	$60.00
G-96	PAINTED PAVEMENT MARKINGS	EA	$36.00
G-97	ARROW BOARDS/MESSAGE BOARDS	DAY	$55.00
G-98	MISCELLANEOUS UTILIY LOCATES	HR	$150.00
Water Construction (012200-1.6)			
W-01-1	2" PVC WATER MAIN	LF	$17.00
W-01-2	4" PVC WATER MAIN	LF	$20.00
W-01-3	6" PVC WATER MAIN	LF	$23.00
W-01-4	8" PVC WATER MAIN	LF	$28.00
W-01-5	12" PVC WATER MAIN	LF	$45.00
W-01-6	14" PVC WATER MAIN	LF	$60.00
W-01-7	16" PVC WATER MAIN	LF	$69.00
W-01-8	18" PVC WATER MAIN	LF	$82.00
W-01-9	20" PVC WATER MAIN	LF	$105.00
W-01-10	24" PVC WATER MAIN	LF	$144.00

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ITEM	DESCRIPTION	UNIT	UNIT COST
W-01-11	4" DIP WATER MAIN	LF	$41.00
W-01-12	6" DIP WATER MAIN	LF	$36.00
W-01-13	8" DIP WATER MAIN	LF	$42.00
W-01-14	12" DIP WATER MAIN	LF	$59.00
W-01-15	14" DIP WATER MAIN	LF	$67.00
W-01-16	16" DIP WATER MAIN	LF	$75.00
W-01-17	18" DIP WATER MAIN	LF	$86.00
W-01-18	20" DIP WATER MAIN	LF	$98.00
W-01-19	24" DIP WATER MAIN	LF	$123.00
W-01-20	30" DIP WATER MAIN	LF	$174.00
W-02-1	BACKFLOW PREVENTER 1"	EA	$900.00
W-02-2	BACKFLOW PREVENTER 2"	EA	$1,630.00
W-03-1	2" PVC FITTINGS	EA	$30.00
W-03-2	2" BRASS POLYETHYLENE FITTINGS	EA	$365.00
W-03-3	DIP MJ FITTINGS 4"	EA	$265.00
W-03-4	DIP MJ FITTINGS 6"	EA	$370.00
W-03-5	DIP MJ FITTINGS 8"	EA	$480.00
W-03-6	DIP MJ FITTINGS 10"	EA	$680.00
W-03-7	DIP MJ FITTINGS 12"	EA	$795.00
W-03-8	DIP MJ FITTINGS 14"	EA	$1,190.00
W-03-9	DIP MJ FITTINGS 16"	EA	$1,595.00
W-03-10	DIP MJ FITTINGS 18"	EA	$2,055.00
W-03-11	DIP MJ FITTINGS 20"	EA	$2,710.00
W-03-12	DIP MJ FITTINGS 24"	EA	$4,155.00
W-03-13	DIP MJ FITTINGS 30"	EA	$5,840.00
W-03-14	DIP MJ CROSS 4"	EA	$575.00
W-03-15	DIP MJ CROSS 6"	EA	$750.00
W-03-16	DIP MJ CROSS 8"	EA	$895.00
W-03-17	DIP MJ CROSS 10"	EA	$1,350.00
W-03-18	DIP MJ CROSS 12"	EA	$1,730.00
W-03-19	DIP MJ CROSS 14"	EA	$2,685.00
W-03-20	DIP MJ CROSS 16"	EA	$4,205.00
W-03-21	DIP MJ CROSS 18"	EA	$4,280.00
W-03-22	DIP MJ CROSS 20"	EA	$6,650.00
W-03-23	DIP MJ CROSS 24"	EA	$8,765.00
W-03-24	DIP MJ CROSS 30"	EA	$17,865.00
W-04-1	4" PIPE JOINT RESTRAINT	EA	$80.00
W-04-2	6" PIPE JOINT RESTRAINT	EA	$110.00
W-04-3	8" PIPE JOINT RESTRAINT	EA	$160.00
W-04-4	10" PIPE JOINT RESTRAINT	EA	$225.00
W-04-5	12" PIPE JOINT RESTRAINT	EA	$265.00
W-04-6	14" PIPE JOINT RESTRAINT	EA	$475.00
W-04-7	16" PIPE JOINT RESTRAINT	EA	$575.00
W-04-8	18" PIPE JOINT RESTRAINT	EA	$710.00
W-04-9	20" PIPE JOINT RESTRAINT	EA	$895.00
W-04-10	24" PIPE JOINT RESTRAINT	EA	$1,385.00
W-05-1	2" GATE VALVE W/SST STEM & VALVE BOX	EA	$795.00
W-05-2	4" GATE VALVE W/SST STEM & VALVE BOX	EA	$980.00
W-05-3	6" GATE VALVE W/SST STEM & VALVE BOX	EA	$1,210.00
W-05-4	8" GATE VALVE W/SST STEM & VALVE BOX	EA	$1,690.00
W-05-5	12" BUTTERFLY VALVE & VALVE BOX	EA	$2,930.00
W-05-6	16" BUTTERFLY VALVE & VALVE BOX	EA	$4,520.00

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ITEM	DESCRIPTION	UNIT	UNIT COST
W-05-7	18" BUTTERFLY VALVE & VALVE BOX	EA	$5,240.00
W-05-8	24" BUTTERFLY VALVE & VALVE BOX	EA	$9,710.00
W-05-9	4" INSERT - A - VALVE	EA	$6,170.00
W-05-10	6" INSERT - A - VALVE	EA	$8,150.00
W-05-11	8" INSERT - A - VALVE	EA	$9,470.00
W-05-12	10" INSERT - A - VALVE	EA	$12,950.00
W-05-13	12" INSERT - A - VALVE	EA	$15,170.00
W-05-14	14" INSERT - A - VALVE	EA	$15,470.00
W-05-15	16" INSERT - A - VALVE	EA	$31,370.00
W-08-1	2" LINE STOP	EA	$570.00
W-08-2	4" LINE STOP	EA	$3,130.00
W-08-3	6" LINE STOP	EA	$3,780.00
W-08-4	8" LINE STOP	EA	$4,180.00
W-08-5	10" LINE STOP	EA	$4,660.00
W-08-6	12" LINE STOP	EA	$4,890.00
W-08-7	14" LINE STOP	EA	$7,070.00
W-08-8	16" LINE STOP	EA	$8,450.00
W-08-9	18" LINE STOP	EA	$9,140.00
W-08-10	20" LINE STOP	EA	$10,920.00
W-08-11	24" LINE STOP	EA	$15,550.00
W-09-1	FIRE HYDRANT ASSEMBLY ON 6" MAIN - TYPE A	EA	$4,850.00
W-09-2	FIRE HYDRANT ASSEMBLY ON 8" MAIN - TYPE A	EA	$4,960.00
W-09-3	FIRE HYDRANT ASSEMBLY ON 10" MAIN - TYPE A	EA	$5,170.00
W-09-4	FIRE HYDRANT ASSEMBLY ON 12" MAIN - TYPE A	EA	$5,260.00
W-09-5	FIRE HYDRANT ASSEMBLY ON 16" MAIN - TYPE A	EA	$6,010.00
W-09-6	FIRE HYDRANT ASSEMBLY ON 6" MAIN - TYPE B	EA	$5,180.00
W-09-7	FIRE HYDRANT ASSEMBLY ON 8" MAIN - TYPE B	EA	$5,300.00
W-09-8	FIRE HYDRANT ASSEMBLY ON 10" MAIN - TYPE B	EA	$5,510.00
W-09-9	FIRE HYDRANT ASSEMBLY ON 12" MAIN - TYPE B	EA	$5,650.00
W-09-10	FIRE HYDRANT ASSEMBLY ON 16" MAIN - TYPE B	EA	$6,450.00
W-10	REMOVE AND REPLACE EXISTING FIRE HYDRANTS	EA	$3,410.00
W-11-1	REMOVE FIRE HYDRANTS	EA	$680.00
W-11-2	REMOVE AND RELOCATE EXISTING FIRE HYDRANTS	EA	$1,430.00
W-12-1	FIRE HYDRANT 6" EXTENSION	EA	$570.00
W-12-2	FIRE HYDRANT 12" EXTENSION	EA	$630.00
W-12-3	FIRE HYDRANT 18" EXTENSION	EA	$690.00
W-12-4	FIRE HYDRANT 24" EXTENSION	EA	$760.00
W-14-1	1" SINGLE WATER SERVICE – SHORT SIDE	EA	$555.00
W-14-2	1" SINGLE WATER SERVICE – LONG SIDE	EA	$1,110.00
W-14-3	1" DOUBLE WATER SERVICE – SHORT SIDE	EA	$810.00
W-14-4	1" DOUBLE WATER SERVICE LONG SIDE	EA	$1,400.00
W-14-5	2" SINGLE WATER SERVICE – SHORT SIDE	EA	$2,280.00
W-14-6	2" SINGLE WATER SERVICE – LONG SIDE	EA	$3,080.00
W-14-7	2" DOUBLE WATER SERVICE – SHORT SIDE	EA	$3,140.00
W-14-8	2" DOUBLE WATER SERVICE – LONG SIDE	EA	$4,000.00
W-15-1	REMOVE & REPLACE 1" SINGLE WATER SERVICE – SHORT	EA	$585.00
W-15-2	REMOVE & REPLACE 1" SINGLE WATER SERVICE – LONG	EA	$1,170.00
W-15-3	REMOVE & REPLACE 1" DOUBLE WATER SERVICE – SHORT	EA	$840.00
W-15-4	REMOVE & REPLACE 1" DOUBLE WATER SERVICE – LONG	EA	$1,460.00
W-15-5	REMOVE & REPLACE 2" SINGLE WATER SERVICE – SHORT	EA	$2,340.00
W-15-6	REMOVE & REPLACE 2" SINGLE WATER SERVICE – LONG	EA	$3,200.00
W-15-7	REMOVE & REPLACE 2" DOUBLE WATER SERVICE – SHORT	EA	$3,195.00

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ITEM	DESCRIPTION	UNIT	UNIT COST
W-15-8	REMOVE & REPLACE 2" DOUBLE WATER SERVICE – LONG	EA	$4,100.00
W-16-1	2" TAP ON EXISTING 4" WATER MAIN W/VALVE & SST STEM	EA	$1,050.00
W-16-2	2" TAP ON EXISTING 6" WATER MAIN W/VALVE & SST STEM	EA	$1,060.00
W-16-3	2" TAP ON EXISTING 8" WATER MAIN W/VALVE & SST STEM	EA	$1,070.00
W-16-4	2" TAP ON EXISTING 10" WATER MAIN W/VALVE & SST STEM	EA	$1,090.00
W-16-5	2" TAP ON EXISTING 12" WATER MAIN W/VALVE & SST STEM	EA	$1,100.00
W-16-6	2" TAP ON EXISTING 14" WATER MAIN W/VALVE & SST STEM	EA	$1,110.00
W-16-7	2" TAP ON EXISTING 16" WATER MAIN W/VALVE & SST STEM	EA	$1,170.00
W-16-8	2" TAP ON EXISTING 18" WATER MAIN W/VALVE & SST STEM	EA	$1,230.00
W-16-9	2" TAP ON EXISTING 20" WATER MAIN W/VALVE & SST STEM	EA	$1,230.00
W-16-10	2" TAP ON EXISTING 24" WATER MAIN W/VALVE & SST STEM	EA	$1,250.00
W-16-11	6" TAP ON EXISTING 6" WATER MAIN W/VALVE & SST STEM	EA	$3,110.00
W-16-12	6" TAP ON EXISTING 8" WATER MAIN W/VALVE & SST STEM	EA	$3,125.00
W-16-13	6" TAP ON EXISTING 10" WATER MAIN W/VALVE & SST STEM	EA	$3,150.00
W-16-14	6" TAP ON EXISTING 12" WATER MAIN W/VALVE & SST STEM	EA	$3,200.00
W-16-15	6" TAP ON EXISTING 14" WATER MAIN W/VALVE & SST STEM	EA	$3,300.00
W-16-16	6" TAP ON EXISTING 16" WATER MAIN W/VALVE & SST STEM	EA	$3,350.00
W-16-17	6" TAP ON EXISTING 18" WATER MAIN W/VALVE & SST STEM	EA	$3,375.00
W-16-18	6" TAP ON EXISTING 20" WATER MAIN W/VALVE & SST STEM	EA	$3,475.00
W-16-19	6" TAP ON EXISTING 24" WATER MAIN W/VALVE & SST STEM	EA	$3,575.00
W-16-20	8" TAP ON EXISTING 8" WATER MAIN W/VALVE & SST STEM	EA	$3,900.00
W-16-21	8" TAP ON EXISTING 10" WATER MAIN W/VALVE & SST STEM	EA	$3,925.00
W-16-22	8" TAP ON EXISTING 12" WATER MAIN W/VALVE & SST STEM	EA	$4,000.00
W-16-23	8" TAP ON EXISTING 14" WATER MAIN W/VALVE & SST STEM	EA	$4,050.00
W-16-24	8" TAP ON EXISTING 16" WATER MAIN W/VALVE & SST STEM	EA	$4,175.00
W-16-25	8" TAP ON EXISTING 18" WATER MAIN W/VALVE & SST STEM	EA	$4,200.00
W-16-26	8" TAP ON EXISTING 20" WATER MAIN W/VALVE & SST STEM	EA	$4,325.00
W-16-27	8" TAP ON EXISTING 24" WATER MAIN W/VALVE & SST STEM	EA	$4,475.00
W-16-28	12" TAP ON EXISTING 12" WATER MAIN W/VALVE & SST STEM	EA	$6,500.00
W-16-29	12" TAP ON EXISTING 14" WATER MAIN W/VALVE & SST STEM	EA	$6,550.00
W-16-30	12" TAP ON EXISTING 16" WATER MAIN W/VALVE & SST STEM	EA	$6,700.00
W-16-31	12" TAP ON EXISTING 18" WATER MAIN W/VALVE & SST STEM	EA	$6,750.00
W-16-32	12" TAP ON EXISTING 20" WATER MAIN W/VALVE & SST STEM	EA	$6,900.00
W-16-33	12" TAP ON EXISTING 24" WATER MAIN W/VALVE & SST STEM	EA	$7,100.00
W-16-34	16" TAP ON EXISTING 16" WATER MAIN W/VALVE & SST STEM	EA	$11,925.00
W-16-35	16" TAP ON EXISTING 18" WATER MAIN W/VALVE & SST STEM	EA	$12,650.00
W-16-36	16" TAP ON EXISTING 20" WATER MAIN W/VALVE & SST STEM	EA	$12,725.00
W-16-37	16" TAP ON EXISTING 24" WATER MAIN W/VALVE	EA	$12,900.00
W-17-1	BORE & JACK 18" STEEL CASING W/8" PVC	LF	$900.00
W-17-2	BORE & JACK 18" STEEL CASING W/8" DIP	LF	$915.00
W-17-3	BORE & JACK 24" STEEL CASING W/12" PVC	LF	$980.00
W-17-4	BORE & JACK 24" STEEL CASING W/12" DIP	LF	$995.00
W-17-5	BORE & JACK 30" STEEL CASING W/16" PVC	LF	$1,085.00
W-17-6	BORE & JACK 30" STEEL CASING W/16" DIP	LF	$1,105.00
W-17-7	BORE & JACK 30" STEEL CASING W/ 18" PVC	LF	$1,100.00
W-17-8	BORE & JACK 30" STEEL CASING W/ 18" DIP	LF	$1,120.00
W-18-1	DIRECTIONAL BORE 2" HDPE PIPE	LF	$14.00
W-18-2	DIRECTIONAL BORE 4" HDPE PIPE	LF	$35.00
W-18-3	DIRECTIONAL BORE 6" HDPE PIPE	LF	$45.00
W-18-4	DIRECTIONAL BORE 8" HDPE PIPE	LF	$70.00
W-18-5	DIRECTIONAL BORE 10" HDPE PIPE	LF	$100.00
W-18-6	DIRECTIONAL BORE 12" HDPE PIPE	LF	$130.00

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ITEM	DESCRIPTION	UNIT	UNIT COST
W-18-7	DIRECTIONAL BORE 14" HDPE PIPE	LF	$170.00
W-18-8	DIRECTIONAL BORE 16" HDPE PIPE	LF	$195.00
W-18-9	DIRECTIONAL BORE 18" HDPE PIPE	LF	$240.00
W-18-10	DIRECTIONAL BORE 2" PVC PIPE	LF	$16.00
W-18-11	DIRECTIONAL BORE 4" PVC PIPE	LF	$35.00
W-18-12	DIRECTIONAL BORE 6" PVC PIPE	LF	$45.00
W-18-13	DIRECTIONAL BORE 8" PVC PIPE	LF	$70.00
W-18-14	DIRECTIONAL BORE 10" PVC PIPE	LF	$105.00
W-18-15	DIRECTIONAL BORE 12" PVC PIPE	LF	$135.00
W-18-16	DIRECTIONAL BORE 16" PVC PIPE	LF	$205.00
W-19	BLOW-OFF ASSEMBLY ON WATER MAIN	EA	$2,065.00
W-20-1	ADJUST EXISTING VALVE BOX	EA	$350.00
W-20-2	ADJUST EXISTING METER BOX	EA	$120.00
W-21	TEMPORARY JUMPER CONNECTION	EA	$2,175.00
W-22-1	ABANDON WATER SERVICE	EA	$475.00
W-22-2	ABANDON WATER MAIN	LS	$550.00
Sanitary Sewer Construction (012200-1.7)			
S-01-1	6" PVC, 0' - 6'	LF	$25.00
S-01-2	6" PVC, 6' - 12'	LF	$29.00
S-01-3	6" PVC, 12' - 18'	LF	$37.00
S-01-4	6" PVC, 18 - 24'	LF	$66.00
S-01-5	8" PVC, 0' - 6'	LF	$29.00
S-01-6	8" PVC, 6' - 12'	LF	$32.00
S-01-7	8" PVC, 12' - 18'	LF	$41.00
S-01-8	8" PVC, 18' - 24'	LF	$69.00
S-01-9	10" PVC, 0' - 6'	LF	$32.00
S-01-10	10" PVC, 6' - 12'	LF	$36.00
S-01-11	10" PVC, 12' - 18'	LF	$44.00
S-01-12	10" PVC, 18' - 24'	LF	$73.00
S-01-13	12" PVC, 0' - 6'	LF	$37.00
S-01-14	12" PVC, 6' - 12'	LF	$40.00
S-01-15	12" PVC, 12' - 18'	LF	$49.00
S-01-16	12" PVC, 18' - 24'	LF	$77.00
S-02-1	SEWER MANHOLE W/EPOXY, 0' – 6'	EA	$3,975.00
S-02-2	SEWER MANHOLE W/EPOXY, 6' – 12'	EA	$5,375.00
S-02-3	SEWER MANHOLE W/EPOXY, 12' – 18'	EA	$8,500.00
S-02-4	SEWER MANHOLE W/EPOXY, 18' – 24'	EA	$11,675.00
S-02-5	SEWER MANHOLE W/HDPE LINER, 0' – 6'	EA	$8,725.00
S-02-6	SEWER MANHOLE W/HDPE LINER, 6' – 12'	EA	$11,150.00
S-02-7	SEWER MANHOLE W/HDPE LINER, 12' – 18'	EA	$16,325.00
S-02-8	SEWER MANHOLE W/HDPE LINER, 18' – 24'	EA	$22,675.00
S-02-9	SEWER MANHOLE OVER EXISTING PIPE, 0' – 6'	EA	$4,825.00
S-02-10	SEWER MANHOLE OVER EXISTING PIPE, 6' – 12'	EA	$6,225.00
S-02-11	SEWER MANHOLE OVER EXISTING 8" PIPE, 12' – 18'	EA	$9,475.00
S-02-12	SEWER MANHOLE OVER EXISTING PIPE, 18' – 24'	EA	$12,800.00
S-02-13	SEWER MANHOLE OVER EXISTING PIPE WITH HDPE LINER, 0' – 6'	EA	$9,475.00
S-02-14	SEWER MANHOLE OVER EXISTING PIPE WITH HDPE LINER , 6' – 12'	EA	$11,900.00
S-02-15	SEWER MANHOLE OVER EXISTING PIPE WITH HDPE LINER, 12' – 18'	EA	$17,175.00
S-02-16	SEWER MANHOLE OVER EXISTING PIPE WITH HDPE LINER, 18' – 24'	EA	$23,525.00
S-02-17	CONFLICT MANHOLE, 0' – 6'	EA	$4,975.00
S-02-18	CONFLICT MANHOLE, 6' – 12'	EA	$6,350.00
S-02-19	CONFLICT MANHOLE, 12' – 18'	EA	$9,475.00

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ITEM	DESCRIPTION	UNIT	UNIT COST
S-02-20	CONFLICT MANHOLE, 18' – 24'	EA	$12,850.00
S-02-21	REMOVE & REPLACE SEWER MANHOLE, 0' – 6'	EA	$4,525.00
S-02-22	REMOVE & REPLACE SEWER MANHOLE, 6' – 12'	EA	$6,125.00
S-02-23	REMOVE & REPLACE SEWER MANHOLE, 12' – 18'	EA	$9,650.00
S-02-24	REMOVE & REPLACE INVERTS IN EXISTING MANHOLE	EA	$780.00
S-03-1	REMOVE EXISTING 22" RING & COVER & REPLACE WITH 24" HINGED RING & COVER	EA	$1,660.00
S-03-2	REMOVE EXISTING 32" RING & COVER & REPLACE WITH 32" HINGED RING & COVER	EA	$2,470.00
S-03-3	REMOVE EXISTING 22" RING & COVER & REPLACE WITH 24" HINGED RING & COVER, LABOR ONLY	EA	$540.00
S-03-4	REMOVE EXISTING 32" RING & COVER & REPLACE WITH 32" HINGED RING & COVER, LABOR ONLY	EA	$600.00
S-05	ADJUST EXISTING MANHOLE RING & COVER TO GRADE	EA	$930.00
S-06-1	6" SEWER SERVICE DROP CONNECTION, 0' – 6'	EA	$1,200.00
S-06-2	6" SEWER SERVICE DROP CONNECTION, 6' – 12'	EA	$2,000.00
S-06-3	6" SEWER SERVICE DROP CONNECTION, 12' – 18'	EA	$2,850.00
S-06-4	6" SEWER SERVICE DROP CONNECTION, 18' – 24'	EA	$3,650.00
S-06-5	8" SEWER MANHOLE DROP CONNECTION, 0' – 6'	EA	$1,400.00
S-06-6	8" SEWER MANHOLE DROP CONNECTION, 6' – 12'	EA	$2,250.00
S-06-7	8" SEWER MANHOLE DROP CONNECTION, 12' – 18'	EA	$3,100.00
S-06-8	8" SEWER MANHOLE DROP CONNECTION, 18' – 24'	EA	$3,900.00
S-06-9	10" SEWER MANHOLE DROP CONNECTION, 0' – 6'	EA	$1,800.00
S-06-10	10" SEWER MANHOLE DROP CONNECTION, 6' – 12'	EA	$2,700.00
S-06-11	10" SEWER MANHOLE DROP CONNECTION, 12' – 18'	EA	$3,650.00
S-06-12	10" SEWER MANHOLE DROP CONNECTION, 18' – 24'	EA	$4,550.00
S-06-13	12" SEWER MANHOLE DROP CONNECTION, 0' – 6'	EA	$2,100.00
S-06-14	12" SEWER MANHOLE DROP CONNECTION, 6' – 12'	EA	$3,100.00
S-06-15	12" SEWER MANHOLE DROP CONNECTION, 12' – 18'	EA	$4,100.00
S-06-16	12" SEWER MANHOLE DROP CONNECTION, 18' – 24'	EA	$5,100.00
S-07	RESURFACE EXISTING MANHOLE INTERIOR	VFT	$540.00
S-09-1	6" 2-WAY CLEANOUT, 0' – 6'	EA	$480.00
S-09-2	6" 2-WAY CLEANOUT, 6' – 12'	EA	$685.00
S-09-3	6" 2-WAY CLEANOUT, 12' – 18'	EA	$950.00
S-09-4	8" 2-WAY CLEANOUT, 0' – 6'	EA	$500.00
S-09-5	8" 2-WAY CLEANOUT, 6' – 12'	EA	$725.00
S-09-6	8" 2-WAY CLEANOUT, 12' – 18'	EA	$1,015.00
S-10-1	8" X 6" PVC WYE & BEND	EA	$170.00
S-10-2	10" X 6" PVC WYE & BEND	EA	$295.00
S-10-3	12" X 6" PVC WYE & BEND	EA	$385.00
S-11	6" PVC SEWER SERVICE	LF	$25.00
S-12	TELEVISION INSPECTION – SEWER MAIN	LF	$2.40
S-15-1	SEWER MAIN POINT REPAIRS 6" MAIN 0' – 6'	LF	$1,040.00
S-15-2	SEWER MAIN POINT REPAIRS 6" MAIN 6' – 12'	LF	$1,940.00
S-15-3	SEWER MAIN POINT REPAIRS 6" MAIN 12' – 18'	LF	$3,140.00
S-15-4	SEWER MAIN POINT REPAIRS 8" MAIN 0' – 6'	LF	$1,135.00
S-15-5	SEWER MAIN POINT REPAIRS 8" MAIN 6' – 12'	LF	$2,035.00
S-15-6	SEWER MAIN POINT REPAIRS 8" MAIN 12' – 18'	LF	$3,235.00
S-15-7	SEWER MAIN POINT REPAIRS 8" MAIN 18' – 24'	LF	$6,235.00
S-15-8	SEWER MAIN POINT REPAIRS 10" MAIN 0' – 6'	LF	$1,620.00
S-15-9	SEWER MAIN POINT REPAIRS 10" MAIN 6' – 12'	LF	$2,820.00
S-15-10	SEWER MAIN POINT REPAIRS 10" MAIN 12' – 18'	LF	$4,020.00
S-15-11	SEWER MAIN POINT REPAIRS 10" MAIN 18' – 24'	LF	$6,420.00
S-15-12	SEWER MAIN POINT REPAIRS 12" MAIN 0' – 6'	LF	$2,100.00

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ITEM	DESCRIPTION	UNIT	UNIT COST
S-15-13	SEWER MAIN POINT REPAIRS 12" MAIN 6' – 12'	LF	$3,600.00
S-15-14	SEWER MAIN POINT REPAIRS 12" MAIN 12' – 18'	LF	$4,800.00
S-15-15	SEWER MAIN POINT REPAIRS 12" MAIN 18' – 24'	LF	$7,200.00
S-16-1	BYPASS PUMPING, 0 – 250 GPM	DAY	$4,490.00
S-16-2	BYPASS PUMPING, 250 – 500 GPM	DAY	$4,490.00
S-16-2	BYPASS PUMPING, 500 – 750 GPM	DAY	$4,490.00
S-16-3	BYPASS PUMPING, 750 – 1,000 GPM	DAY	$4,720.00
S-17-1	BORE & JACK 18" STEEL CASING W/ 6" PVC	LF	$895.00
S-17-2	BORE & JACK 18" STEEL CASING W/ 8" PVC	LF	$900.00
S-17-3	BORE & JACK 24" STEEL CASING W/ 8" PVC	LF	$950.00
S-17-4	BORE & JACK 24" STEEL CASING W/ 10" PVC	LF	$955.00
S-17-5	BORE & JACK 24" STEEL CASING W/ 12" PVC	LF	$955.00
S-17-6	BORE & JACK 30" STEEL CASING W/ 12" PVC	LF	$1,060.00
S-18-1	DIRECTIONAL BORE 2" HDPE PIPE	LF	$15.00
S-18-2	DIRECTIONAL BORE 4" HDPE PIPE	LF	$35.00
S-18-3	DIRECTIONAL BORE 6" HDPE PIPE	LF	$45.00
S-18-4	DIRECTIONAL BORE 8" HDPE PIPE	LF	$70.00
S-18-5	DIRECTIONAL BORE 10" HDPE PIPE	LF	$100.00
S-18-6	DIRECTIONAL BORE 12" HDPE PIPE	LF	$130.00
S-18-7	DIRECTIONAL BORE 14" HDPE PIPE	LF	$170.00
S-18-8	DIRECTIONAL BORE 16" HDPE PIPE	LF	$195.00
S-18-9	DIRECTIONAL BORE 18" HDPE PIPE	LF	$240.00
S-19-1	ABANDON SANITARY SEWER MAIN	LS	$525.00
S-19-2	ABANDON SANITARY SEWER MANHOLE	EA	$550.00
S-19-3	ABANDON SANITARY SEWER FORCEMAIN	LS	$500.00
S-21-1	4" HDPE FORCE MAIN RISER PIPE REPLACEMENT AT LIFT STATION	LF	$210.00
S-21-2	6" HDPE FORCE MAIN RISER PIPE REPLACEMENT AT LIFT STATION	LF	$235.00
S-21-3	8" HDPE FORCE MAIN RISER PIPE REPLACEMENT AT LIFT STATION	LF	$270.00
S-21-4	10" HDPE FORCE MAIN RISER PIPE REPLACEMENT AT LIFT STATION	LF	$310.00
S-21-5	12" HDPE FORCE MAIN RISER PIPE REPLACEMENT AT LIFT STATION	LF	$390.00
S-22-1	2" PVC FORCE MAIN	LF	$17.00
S-22-2	4" PVC FORCE MAIN	LF	$20.00
S-22-3	6" PVC FORCE MAIN	LF	$23.00
S-22-4	8" PVC FORCE MAIN	LF	$28.00
S-22-5	12" PVC FORCE MAIN	LF	$44.00
S-22-6	16" PVC FORCE MAIN	LF	$67.00
S-22-7	18" PVC FORCE MAIN	LF	$80.00
S-22-8	24" PVC FORCE MAIN	LF	$126.00
S-22-1	4" DIP FORCE MAIN	LF	$56.00
S-22-2	6" DIP FORCE MAIN	LF	$49.00
S-22-3	8" DIP FORCE MAIN	LF	$59.00
S-22-4	12" DIP FORCE MAIN	LF	$83.00
S-22-5	16" DIP FORCE MAIN	LF	$107.00
S-22-6	18" DIP FORCE MAIN	LF	$125.00
S-22-7	24" DIP FORCE MAIN	LF	$172.00
S-22-8	30" DIP FORCE MAIN	LF	$207.00
S-23-1	2" PVC SCH 80 FITTINGS	EA	$30.00
S-23-2	DIP MJ FITTINGS, 4"	EA	$470.00
S-23-3	DIP MJ FITTINGS, 6"	EA	$680.00
S-23-4	DIP MJ FITTINGS, 8"	EA	$900.00
S-23-5	DIP MJ FITTINGS, 10"	EA	$1,330.00
S-23-6	DIP MJ FITTINGS, 12"	EA	$1,565.00

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ITEM	DESCRIPTION	UNIT	UNIT COST
S-23-7	DIP MJ FITTINGS, 16"	EA	$2,610.00
S-23-8	DIP MJ FITTINGS, 18"	EA	$3,385.00
S-23-9	DIP MJ FITTINGS, 24"	EA	$5,905.00
S-23-10	DIP MJ FITTINGS, 30"	EA	$12,175.00
S-25-1	4" PLUG VALVE & VALVE BOX	EA	$1,320.00
S-25-2	6" PLUG VALVE & VALVE BOX	EA	$1,645.00
S-25-3	8" PLUG VALVE & VALVE BOX	EA	$2,340.00
S-25-4	10" PLUG VALVE & VALVE BOX	EA	$2,950.00
S-25-5	12" PLUG VALVE & VALVE BOX	EA	$3,590.00
S-25-6	16" PLUG VALVE & VALVE BOX	EA	$6,555.00
S-25-7	18" PLUG VALVE & VALVE BOX	EA	$10,520.00
S-25-8	24" PLUG VALVE & VALVE BOX	EA	$18,985.00
S-25-9	4" FLANGED PLUG VALVE	EA	$1,605.00
S-25-10	6" FLANGED PLUG VALVE	EA	$2,025.00
S-25-11	8" FLANGED PLUG VALVE	EA	$2,395.00
S-25-12	10" FLANGED PLUG VALVE	EA	$3,775.00
S-25-13	12" FLANGED PLUG VALVE	EA	$4,435.00
S-25-14	4" FLANGED CHECK VALVE	EA	$1,770.00
S-25-15	6" FLANGED CHECK VALVE	EA	$2,175.00
S-25-16	8" FLANGED CHECK VALVE	EA	$2,760.00
S-25-17	10" FLANGED CHECK VALVE	EA	$4,215.00
S-25-18	12" FLANGED CHECK VALVE	EA	$6,030.00
S-27-1	AIR RELEASE VALVE ASSEMBLY – TYPE A	EA	$9,950.00
S-27-2	AIR RELEASE VALVE ASSEMBLY – TYPE B	EA	$3,950.00
S-27-3	AIR RELEASE VALVE ASSEMBLY – TYPE C	EA	$10,125.00
S-28	SEWAGE TANKER PUMPING	HR	$240.00
Reclaimed Water Construction (012200-1.8)			
R-01-1	2" PVC RECLAIMED WATER MAIN	LF	$17.00
R-01-2	4" PVC RECLAIMED WATER MAIN	LF	$20.00
R-01-3	6" PVC RECLAIMED WATER MAIN	LF	$23.00
R-01-4	8" PVC RECLAIMED WATER MAIN	LF	$28.00
R-01-5	12" PVC RECLAIMED WATER MAIN	LF	$44.00
R-01-6	16" PVC RECLAIMED WATER MAIN	LF	$67.00
R-01-7	18" PVC RECLAIMED WATER MAIN	LF	$79.00
R-01-8	4" DIP RECLAIMED WATER MAIN	LF	$41.00
R-01-9	6" DIP RECLAIMED WATER MAIN	LF	$34.00
R-01-10	8" DIP RECLAIMED WATER MAIN	LF	$41.00
R-01-11	12" DIP RECLAIMED WATER MAIN	LF	$59.00
R-01-12	16" DIP RECLAIMED WATER MAIN	LF	$75.00
R-01-13	18" DIP RECLAIMED WATER MAIN	LF	$86.00
R-03-1	2" PVC SCH 80 FITTINGS	EA	$30.00
R-03-2	DIP MJ FITTINGS, 4"	EA	$265.00
R-03-3	DIP MJ FITTINGS, 6"	EA	$370.00
R-03-4	DIP MJ FITTINGS, 8"	EA	$480.00
R-03-5	DIP MJ FITTINGS, 10"	EA	$680.00
R-03-6	DIP MJ FITTINGS, 12"	EA	$795.00
R-03-7	DIP MJ FITTINGS, 14"	EA	$1,190.00
R-03-8	DIP MJ FITTINGS, 16"	EA	$1,595.00
R-03-9	DIP MJ FITTINGS, 18"	EA	$2,055.00
R-03-10	DIP MJ CROSS 4"	EA	$575.00
R-03-11	DIP MJ CROSS 6"	EA	$750.00
R-03-12	DIP MJ CROSS 8"	EA	$895.00

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ITEM	DESCRIPTION	UNIT	UNIT COST
R-03-13	DIP MJ CROSS 10"	EA	$1,350.00
R-03-14	DIP MJ CROSS 12"	EA	$1,730.00
R-03-15	DIP MJ CROSS 14"	EA	$2,685.00
R-03-16	DIP MJ CROSS 16"	EA	$3,920.00
R-03-17	DIP MJ CROSS 18"	EA	$4,280.00
R-05-1	2" GATE VALVE WITH SST STEM & VALVE BOX	EA	$610.00
R-05-2	4" GATE VALVE WITH SST STEM & VALVE BOX	EA	$980.00
R-05-3	6" GATE VALVE WITH SST STEM & VALVE BOX	EA	$1,145.00
R-05-4	8" GATE VALVE WITH SST STEM & VALVE BOX	EA	$1,690.00
R-05-5	10" GATE VALVE WITH SST STEM & VALVE BOX	EA	$2,395.00
R-05-6	12" BUTTERFLY VALVE & VALVE BOX	EA	$2,930.00
R-05-7	16" BUTTERFLY VALVE & VALVE BOX	EA	$4,020.00
R-05-8	18" BUTTERFLY VALVE & VALVE BOX	EA	$5,240.00
R-05-9	24" BUTTERFLY VALVE & VALVE BOX	EA	$9,400.00
R-14-1	1" SINGLE RECLAIMED WATER SERVICE – SHORT	EA	$555.00
R-14-2	1" SINGLE RECLAIMED WATER SERVICE – LONG	EA	$1,110.00
R-14-3	1" DOUBLE RECLAIMED WATER SERVICE - SHORT	EA	$810.00
R-14-4	1" DOUBLE RECLAIMED WATER SERVICE - LONG	EA	$1,400.00
R-14-5	2" SINGLE RECLAIMED WATER SERVICE – SHORT	EA	$2,280.00
R-14-6	2" SINGLE RECLAIMED WATER SERVICE – LONG	EA	$3,080.00
R-14-7	2" DOUBLE RECLAIMED WATER SERVICE - SHORT	EA	$3,140.00
R-14-8	2" DOUBLE RECLAIMED WATER SERVICE - LONG	EA	$4,000.00
R-16-1	2" TAP ON EXISTING 8" RECLAMED WATER MAIN W/ VALVE & SST STEM	EA	$1,070.00
R-16-2	2" TAP ON EXISTING 12" RECLAMED WATER MAIN W/ VALVE & SST STEM	EA	$1,100.00
R-16-3	8" TAP ON EXISTING 8" RECLAMED WATER MAIN W/ VALVE & SST STEM	EA	$3,900.00
R-16-4	8" TAP ON EXISTING 12" RECLAMED WATER MAIN W/ VALVE & SST STEM	EA	$4,000.00
R-16-5	12" TAP ON EXISTING 12" RECLAMED WATER MAIN W/ VALVE & SST STEM	EA	$6,500.00
R-16-6	16" TAP ON EXISTING 16" RECLAMED WATER MAIN W/ VALVE & SST STEM	EA	$11,925.00
R-18-1	DIRECTIONAL BORE 2" PVC	LF	$16.00
R-18-2	DIRECTIONAL BORE 4" PVC	LF	$35.00
R-18-3	DIRECTIONAL BORE 6" PVC	LF	$45.00
R-18-4	DIRECTIONAL BORE 8" PVC	LF	$70.00
R-18-5	DIRECTIONAL BORE 10" PVC	LF	$105.00
R-18-6	DIRECTIONAL BORE 12" PVC	LF	$135.00
R-18-7	DIRECTIONAL BORE 16" PVC	LF	$205.00
R-18-8	DIRECTIONAL BORE 2" HDPE	LF	$14.00
R-18-9	DIRECTIONAL BORE 4" HDPE	LF	$30.00
R-18-10	DIRECTIONAL BORE 6" HDPE	LF	$45.00
R-18-11	DIRECTIONAL BORE 8" HDPE	LF	$70.00
R-18-12	DIRECTIONAL BORE 10" HDPE	LF	$100.00
R-18-13	DIRECTIONAL BORE 12" HDPE	LF	$130.00
R-18-14	DIRECTIONAL BORE 16" HDPE	LF	$195.00
R-22	ABANDON RECLAIMED WATER MAIN	LS	$550.00

Attachment: PB 21-016 Agenda 3-9-2021 (12329 : PB 21-016 City of Ocala Contract WSD/180111-Water Resources Improvement Program-Miller

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	PB 20-077 City of Tallahassee Generator Repair Contract No. 4797; Ring Power Corporation
AGENDA DATE:	**March 09, 2021**

BRIEF OVERVIEW:

On August 4, 2020, City of Tallahassee awarded Invitation to Bid IFB No. 011-20-FS for Generator-Auxiliary Engine Inspection, Maintenance, Testing and Repair Services for the Electric, Sewer and Water Utilities to Ring Power Corporation effective through August 3, 2024 with an option to renew for one two-year period.

Staff reviewed the Invitation to Bid and the submittal awarded to Ring Power Corporation and find that it meets the requirements for the services outlined.

Staff requests to piggyback the agreement with Ring Power Corporation for maintenance and repair for the generators throughout the County.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance*
2670-54605	Equip Maint	$202,651	$46,312	$92,404	$63,935

Facilities Management-Equipment Maintenance
*available balance prior to award

RECOMMENDED ACTION:

Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and Ring Power Company to provide Generator Repair and Maintenance Services.

Board of County Commissioners
Department of Public Works
Facilities Management Division

(352)-527-7600 Fax (352) 527-7603

MEMORANDUM

To: Linda Morse, Management and Budget Purchasing & Contract Manager LM

Through: Randall Olney, Public Works Director RSO

From: Carlton Hall, Facilities Management Director C. Hall

Date: February 08, 2021

Subject: Piggyback Existing Agreement with the City of Tallahassee and Ring Power Corporation

---

Facilities Management requests permission to piggyback the existing agreement Contract No. 4797 with the City of Tallahassee and Ring Power Corporation. The existing Agreement will allow Facilities Management to take advantage of the cost savings as stipulated in the agreement.

See attachment.

Attachment: PB 20-077 AGENDA 3-9-21 (12519 : PB 20-077 City of Tallahassee Generator Repair Contract No. 4797; Ring Power Corporation)

CERTIFICATE OF LIABILITY INSURANCE

DATE (M
2/3/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
NFP Corporate Services (SE), Inc.
1901 Roxborough Rd, Ste 300
Charlotte NC 28211

CONTACT NAME: Anita Hendrick
PHONE (A/C, No, Ext): 704.672.5054 **FAX (A/C, No):**
E-MAIL ADDRESS: anita.hendrick@nfp.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Indemnity Company of Connecticut	25682
INSURER B : Travelers Property Casualty Company of America	25674
INSURER C : Charter Oak Fire Insurance Company	25615
INSURER D :	
INSURER E :	
INSURER F :	

INSURED RINGPOW-01
RPC Inc.; Ring Power Corporation
(Other Named Insureds below, if applicable)
500 World Commerce Pkwy
Saint Augustine FL 32092

COVERAGES **CERTIFICATE NUMBER:** 1165174792 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR X EXCESS GENERAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	HE-EXGL-3P390295-TCT-20	7/1/2020	7/1/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Limit is Excess over	$ 2,000,000 $ 0 $ 0 $ 2,000,000 $ 5,000,000 $ 5,000,000 $ 3,000,000 SIR
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY X GARAGEKEEPE Included	Y	Y	HC2E-CAP-3P39026A-TCT-20	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000 $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000	Y	Y	ZUP-41N28130-20--NF	7/1/2020	7/1/2021	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	UB-1R023679-20-NC-T	7/1/2020	7/1/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
**Certificate Holder continued: its officials, employees and volunteers. RE: ITB 032-12 Heavy Equipment Rental Services. Additional Insured status is granted with respects to Excess General Liability if required by written contract per endorsement Other Additional Insureds form #CGD144 02/19. Additional Insured status is granted with respect to Automobile Liability if required by written contract per endorsement "Blanket Additional Insured" Form #CAT437(08/17). Waiver of Subrogation status is granted with respects to Excess General Liability if required by written contract per endorsement Waiver of Transfer of Rights Recovery Against Others To Us Form #CG2404 05/09. Waiver of Subrogation status is granted with respect to Automobile Liability if required by written contract per endorsement "Blanket Waiver of Subrogation" Form #CAT340 08/08. Waiver of Subrogation is granted with respects to Workers Compensation i required by written contract per endorsement "Waiver of Our Right to Recover from Others Endorsement" Form #WC0003 13.

CERTIFICATE HOLDER

Citrus County, Florida**
3600 W Sovereign Path Ste 180
Lecanto FL 34461-0000

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Alan Wise

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Attachment: PB 20-077 AGENDA 3-9-21 (12519 : PB 20-077 City of Tallahassee Generator Repair Contract No. 4797; Ring Power Corporation)

The Travelers Indemnity Company of Connecticut

AMB #: 002517 **NAIC #: 25682** **FEIN #: 060336212**

Domiciliary Address
One Tower Square
Hartford, Connecticut 06183 United States
Web: www.travelers.com
Phone: 860-277-0111
Fax: 860-277-7002
AM Best Rating Unit: AMB #: 018674 - Travelers Group
Based on AM Best's analysis, 058470 - The Travelers Companies, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Financial Strength Rating View Definition

Rating:	A++ (Superior)
Affiliation Code:	g (Group)
Financial Size Category:	XV ($2 Billion or greater)
Outlook:	Stable
Action:	Affirmed
Effective Date:	November 05, 2020
Initial Rating Date:	December 31, 1907

Long-Term Issuer Credit Rating View Definition

Long-Term:	aa+ (Superior)
Outlook:	Stable
Action:	Affirmed
Effective Date:	November 05, 2020
Initial Rating Date:	April 18, 2005

Travelers Property Casualty Company of America

AMB #: 004461 **NAIC #: 25674** **FEIN #: 362719165**

Domiciliary Address
One Tower Square
Hartford, Connecticut 06183 United States
Web: www.travelers.com
Phone: 860-277-0111
Fax: 844-816-9447
AM Best Rating Unit: AMB #: 018674 - Travelers Group
Based on AM Best's analysis, 058470 - The Travelers Companies, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Financial Strength Rating View Definition

Rating:	A++ (Superior)
Affiliation Code:	g (Group)
Financial Size Category:	XV ($2 Billion or greater)
Outlook:	Stable
Action:	Affirmed
Effective Date:	November 05, 2020
Initial Rating Date:	June 30, 1972

Long-Term Issuer Credit Rating View Definition

Long-Term:	aa+ (Superior)
Outlook:	Stable
Action:	Affirmed
Effective Date:	November 05, 2020
Initial Rating Date:	April 18, 2005

Attachment: PB 20-077 AGENDA 3-9-21 (12519 : PB 20-077 City of Tallahassee Generator Repair Contract No. 4797; Ring Power Corporation)

The Charter Oak Fire Insurance Company

AMB #: 002516 **NAIC #: 25615** **FEIN #: 060291290**

Domiciliary Address
One Tower Square
Hartford, Connecticut 06183 United States
Web: www.travelers.com
Phone: 860-277-0111
Fax: 844-816-9447
AM Best Rating Unit: AMB #: 018674 - Travelers Group
Based on AM Best's analysis, 058470 - The Travelers Companies, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Financial Strength Rating View Definition

Rating:	A++ (Superior)
Affiliation Code:	g (Group)
Financial Size Category:	XV ($2 Billion or greater)
Outlook:	Stable
Action:	Affirmed
Effective Date:	November 05, 2020
Initial Rating Date:	June 30, 1936

Long-Term Issuer Credit Rating View Definition

Long-Term:	aa+ (Superior)
Outlook:	Stable
Action:	Affirmed
Effective Date:	November 05, 2020
Initial Rating Date:	April 18, 2005

Attachment: PB 20-077 AGENDA 3-9-21 (12519 : PB 20-077 City of Tallahassee Generator Repair Contract No. 4797; Ring Power Corporation)

SERVICES AGREEMENT

This Services Agreement is entered into by the parties this _____ day of _____, 2020.

1.0 Parties:

Citrus County, Florida, a Political Subdivision of the State of Florida, (County).

and

Ring Power Corporation. (Contractor).

2.0 Designated Contact Person as to County:	**3.0 Designated Contact Person as to Contractor:**
Carlton Hall, Director Facilities Management Division 1300 S. Lecanto Hwy Lecanto, Florida 34461 Phone: 352-527-7600 Fax: 352-527-7603 Email: carlton.hall@citrusbocc.com	Roger Hardy, Generator Product Sales Ring Power Corporation 6202 North US Hwy 301/441 Ocala, Florida 34475 Cell Phone: 352-484-5898 Direct: 352-840-6206 Email: Roger.hardy@ringpower.com

4.0 Notices: All notices between County and Contractor, as required under the Agreement, shall be by telephone, facsimile, e-mail, mail, or by personal delivery to the respective designated contact person identified above. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

5.0 Entire Agreement: This Agreement, and its associated Documents referenced herein, together with any executed Addenda, shall constitute the entire Agreement between Contractor and County (hereinafter referred to as the "Agreement").

6.0 Agreement Documents:

1. City of Tallahassee Generator-Auxiliary Engine Inspection, Maintenance, Testing and Repair Services Contract No. 4797

7.0 Terms of Agreement and Commencement of Services: This Agreement shall begin on the date signed by the last party and shall be effective through August 3, 2024. This agreement may be renewed for one two-year period. If City of Tallahassee renews its Agreement with Contractor then this Agreement shall automatically renew for the additional time period. If the Agreement between Contractor and City of Tallahassee is terminated earlier than the expiration of the renewed Agreement, then this Agreement shall automatically terminate on such date of termination. This Agreement between County and Contractor shall expire on the date that Contractor's Agreement with City of Tallahassee expires, if not terminated earlier.

Attachment: PB 20-077 AGENDA 3-9-21 (12519 : PB 20-077 City of Tallahassee Generator Repair Contract No. 4797; Ring Power Corporation)

8.0 Insurance: During the term of the Agreement, Contractor, at its sole expense, employs a risk management and insurance program that incorporates a self-insured retention or deductibles. For General Liability, the self –insured retention is $3 million per occurrence. For Automobile Liability, the deductible is $3 million per occurrence. For Workers Compensation, the deductible is $1 million per occurrence. County understands and accepts that, Contractor will meet the requirements of this Agreement, through its combined self-insurance / insurance risk management program. Contractor's self-insured retention is the primary line of coverage; it will never expire. Providing and maintaining adequate insurance coverage is a material obligation of Contractor. Contractor shall provide County a certificate(s) of insurance, evidencing such coverage.

Excess Commercial General Liability $2,000,000	General Aggregate	$5,000,000
Automobile Liability $5,000,000	E.L.Each Accident	$1,000,000
	E.L.Disease – EA Employee	$1,000,000
	E.L Disease –Policy Limit	$1,000,000

8.1 Other Insurance Provisions:

8.1.1 All required insurance policies must be maintained until the contract work has been accepted by County.

8.1.2 Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees and volunteers are to be covered as an Additional Named Insured on all policies except Worker's Compensation. The coverage shall contain no special limitation on the scope of protection afforded to the County, its officials, employees or volunteers.

8.1.3 For all policies of insurance: Contractor and its insurance carrier waive all subrogation rights against County for all losses or damages that 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 General Liability policies to be endorsed with CG 24 04 Waiver of Transfer of Rights of Recovery Against Others to Us or similar endorsement, and a WC 00 0313 Waiver of Our Right to Recover from Others for Workers Compensation coverage.

8.1.4 The Certificate Holder should read as follows: Citrus County, Florida, political subdivision of the State of Florida, 3600 W. Sovereign Path, Lecanto, FL 34461.

8.1.5 All Certificates must show that the Contractor's policies have been endorsed per the requirements.

8.1.6 Once ALL paperwork is completed and received by the County, an email will be sent to Contractor requesting online registration with myCOI. It is critical that the County is provided with an accurate email address. The cost to register is $19.95 per year and a credit/debit card will be needed. Part of the registration process includes providing contact information for Contractor's insurance agent(s), which will be needed at the time of registration. Once registered, an email will be sent to the insurance agent(s) requesting them to upload a current Certificate of Insurance (COI) directly into the myCOI website. Certificates of Insurance cannot be mailed, emailed or faxed to County. Contractor will not be allowed to begin work and no payments will be made until registration is completed and a compliant Certificate of Insurance is received from Contractor's agent(s). This is a yearly requirement for the duration of the Agreement.

9.0 Indemnification: Contractor shall indemnify, save and hold harmless the County and all its officers, agents or employees from all causes of action, claims, demands, losses, liabilities and expenditures of any nature whatsoever, including defense costs and fees, to the extent caused by intentional or negligent acts of, or omissions of Contractor, its subcontractors, agents or employees. Neither Contractor, nor any of its agents will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the negligence of the County or any of its officers, agents or employees. In the event any lawsuit or other proceeding is brought against County by reason of any such claim, cause of action or demand, Contractor shall, upon written notice from County, resist and defend such lawsuit or proceeding or, at County's option, pay for an attorney selected by County to defend County. This indemnification includes reasonable attorney's fees and all costs of litigation including appellate attorney's fees and costs as well as any judgments. The parties agree that this clause shall not waive the benefits or provisions of section 768.28, Florida Statutes, or any similar provision of law. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement.

10.0 Public Records: Contractor will keep and maintain public records required by the County to perform the service. Upon request from the County's custodian of public records, Contractor will provide the County

Attachment: PB 20-077 AGENDA 3-9-21 (12519 : PB 20-077 City of Tallahassee Generator Repair Contract No. 4797; Ring Power Corporation)

with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statues, or as otherwise provided by law. Contractor will ensure that the 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 the Agreement and following completion of the Agreement if Contractor does not transfer the records to the County. Upon completion of the Agreement, Contractor will transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by County to perform the service. If Contractor transfers all public records to County upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology system of the County. If Contractor does not comply with the County's request for public records, the County shall enforce the provisions of the Agreement in accordance with the terms of the Agreement and may cancel the Agreement.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT NANCY COLOGNA, CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; EMAIL: NANCY.COLOGNA@CITRUSBOCC.COM; PHONE: (352)527-5235.

11.0 Payment of Payment Requests:

11.1 Payment Requests: Requests for payment for the provision of the Services provided under the Agreement shall be submitted no more frequently than once per month, unless stipulated differently in the Agreement. At a minimum, the payment requests shall include the Purchase Order Number, a description of the Services provided, and the amount of the payment request. All requests for payment shall be submitted in sufficient detail to demonstrate compliance with the terms of the Agreement and to allow for the proper pre-audit and post-audit thereof. Requests for payment that include travel expenses shall be in accordance with Section 112.061, Florida Statutes. County reserves the right to require any information from Contractor that County deems necessary to substantiate claims for remuneration. Upon receipt of Contractor's payment request, County will review such to ensure that it is in proper order, and that the Services covered under the payment request have been completed in accordance with this Agreement. If it is found that the payment request is not in proper order, or the Services covered under the payment request do not satisfy this Agreement, the payment request may be rejected.

11.2 Prompt Payment: County shall make payment of a payment request in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act" from the date which a payment request in proper order is recorded as received by County, for Services completed to the satisfaction of County.

11.3 Form of Request: If the payment request is not received in proper order, County may reject the payment request within ten (10) business days after the date on which the payment request is recorded as received by County. County shall provide Contractor with a written notification of the rejection specifying the deficiency and corrective measures necessary to make the payment request proper. Upon receipt of a payment request that corrects the deficiency, County shall make payment in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act".

11.4 Resolution of Payment Request Disputes: In the event of a dispute between Contractor and County concerning the full or partial payment of a payment request, such disagreement shall be finally determined by County. If the dispute between Contractor and County involves a portion of a payment request, the undisputed portion shall be paid by County in a timely manner, as long as the payment request for the undisputed portion is in proper order. Proceedings to resolve the dispute will be commenced within forty-five (45) business days after the date the payment request in dispute was recorded as being received by County

Attachment: PB 20-077 AGENDA 3-9-21 (12519 : PB 20-077 City of Tallahassee Generator Repair Contract No. 4797; Ring Power Corporation)

and will be concluded by final decision of County within sixty (60) business days after the date on which the payment request was recorded as being received by County. Such procedures do not constitute an administrative proceeding that prohibits a court from deciding de novo any action arising out of the dispute.

11.5 Purchase Order: Although an Agreement will be executed by County and Contractor for the Services being purchased by County, a purchase order will also be issued to Contractor for the purpose of facilitating payment to Contractor. Except under an "emergency request", Contractor shall not provide any Services to County until Contractor has received a purchase order from County. Contractor shall be permitted to accept an order to provide Services under an emergency purchase without a purchase order; however such request from County must be transmitted to the Contractor via facsimile or e-mail. The written transmission order must be submitted with any payment request submitted by the Contractor for such emergency requests.

11.6 Payments to Subcontractors: When Contractor receives from County any payment for Services covered under the Agreement, Contractor must pay such moneys received to each subcontractor or supplier in proportion to the percentage of the Services completed by each subcontractor or supplier within ten (10) business days after Contractor's receipt of the payment. If Contractor receives less than full payment, then Contractor shall be required to disburse only the funds received on a pro rata basis to its subcontractors and suppliers, each receiving a prorated portion based on the amount due on the payment. If a subcontractor receives payment from Contractor for labor, services or materials furnished by subcontractors or suppliers hired by the subcontractor, the subcontractor must remit payment due to those subcontractors or suppliers within seven (7) business days after the subcontractor's receipt of payment from Contractor.

11.7 ACH Enrollment: All Contractors will be required to complete an "Authorization Agreement for ACH Credits Enrollment Form". Payments will be deposited directly into Contractor's bank account. This means there is no need to wait for the check to come in the mail, and eliminates the possibility of a lost check. The Clerk's Accounts Payable Department will provide confirmation via email when payments are transmitted, ensuring immediate notification.

12.0 Governing Law and Venue: The Agreement shall be governed in accordance with the laws of the State of Florida. In the event of litigation with respect to the obligation of the parties to the Agreement, the jurisdiction and venue of such action shall be an appropriate State Court in Citrus County, Florida.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Attachment: PB 20-077 AGENDA 3-9-21 (12519 : PB 20-077 City of Tallahassee Generator Repair Contract No. 4797; Ring Power Corporation)

IN WITNESS WHEREOF, this Agreement is accepted by the parties as of the date noted below.

RING POWER CORPORATION

Signature of Witness (1)

Miles Phillips
Printed Name of Witness (1)

Signature of Witness (2)

BY: _____
DANIEL M LEACH, VP PRODUCT SUPPORT SALES

Scott Sweet
Printed Name of Witness (2)

STATE OF Florida
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 3rd day of February, 2020, by Daniel M. Leach as _____ who is ☑ personally known to me or ☐ who produced _____ as identification.

Witness my hand and official seal this 3rd day of February, 2020.

Official use only

Nicole McDaniel
NOTARY PUBLIC Signature
Printed Name: Nicole McDaniel
Commission No.: HH79520
Expiration Date: February 14, 2025

2/3/2021

NICOLE MCDANIEL
Notary Public, State of Florida
My Comm. Expires 02/14/2025
Commission No. HH79520

SEAL

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:

ANGELA VICK, CLERK

BY: _____
SCOTT CARNAHAN, CHAIRMAN

DATE: _____

Attachment: PB 20-077 AGENDA 3-9-21 (12519 : PB 20-077 City of Tallahassee Generator Repair Contract No. 4797; Ring Power Corporation)

Generator-Auxiliary Engine Inspection, Maintenance, Testing and Repair Services

CONTRACT No: 4797

THIS CONTRACT is dated 08/04, 2020 (the "Effective Date"), and is entered into by the **CITY OF TALLAHASSEE,** a Florida municipal corporation (the "City"), and **RING POWER CORPORATION,** a Florida Profit corporation (the "Contractor"), which are also referred to individually as a "Party" or collectively as the "Parties".

RECITALS

The City issued an Invitation for Bid, IFB No. 011-20-FS, dated October 30, 2019 and certain addenda thereto, to solicit responses from vendors for Generator-Auxiliary Engine Inspection, Maintenance, Testing and Repair Services for the Electric, Sewer and Water Utilities Utility owned and operated by the City. The Contractor submitted a response dated December 2, 2019 in response to the IFB, and the City selected the Contractor for award of a contract for such purpose. The City and the Contractor now desire to enter into a contract for such purpose.

The City and the Contractor, therefore, agree as follows:

CONTRACT TERM

The performance period ("Term") of the Contract will be as follows:

a) Basic Term: Four Years from the date set forth in the introductory paragraph above.

b) Permitted but Not exercised extension period: One, two-year period, subject to mutual agreement. That extension must be in writing and signed by both Parties. IF the extension period is exercised, the contract will be for a total of six (6) years.

ARTICLE 1 DEFINITIONS

For purposes of this Contract, the following definitions apply:

"Acceptance" means when the Contractor has performed and delivered all work in a satisfactory manner, inspected, and approved for payment by the City and all required reports have been provided and/or submitted by the Contractor and accepted by the City as per the Contract documents.

"Affiliate" means any business entity that, directly or indirectly, controls or is controlled by, or is under common control with, another corporation or entity.

"Applicable Laws" means and includes the following, as they are in effect from time to time: all federal, state, and local laws, statutes, ordinances, rules, and regulations; all judgments, decrees injunctions, writs and orders of any court of competent jurisdiction; and all interpretations, permits, and licenses issued by any Governmental Authority having jurisdiction over the Site, or performance of the Work.

"Bid" means the bid dated December 2, 2019, submitted by the Contractor in response to the IFB.

"Business Day" means any weekday with the exception of those weekdays the City is closed for the following holidays. These holidays include but are not limited to: New Year's Day; Martin Luther King Jr. Day; Memorial Day; Independence Day; Veteran's Day; Thanksgiving Day; Day after Thanksgiving and Christmas Day.

"Contract" means this executed contract between the Parties, including all Exhibits, and all amendments thereto.

"Contract Documents" means the documents identified in Article 3.

"DDP Incoterms 2010" means Delivered Duty Paid (at the specified Site) Contractor is responsible for delivering the goods to the City and pays all costs in bringing the goods to the destination including import duties and taxes.

"Economic Price Adjustment" ("EPA") means an adjustment to the unit price set forth in the Contract Price Schedule to be applied at the end of Basic Term of the Contract. That adjustment must be calculated in accordance with Exhibit B, if applicable. It is the Contractor's responsibility to submit an updated Exhibit B for the City's consideration and approval at least two months prior to the effective annual update of the Contract Price. Supporting documentation supporting the adjustment must be included with the request.

"FOB Destination, Freight Prepaid and Allowed" means free of expense to the City, on board the carrier's conveyance, at the specified delivery point. Contractor is responsible for goods in transit.

Attachment: PB 20-077 AGENDA 3-9-21 (12519 : PB 20-077 City of Tallahassee Generator Repair Contract No. 4797; Ring Power Corporation)

"Governmental Authority" means the government of the United States of America, the government of any state, municipality, county, or other political subdivisions, and any instrumentality, department, agency, court of law or commission of competent jurisdiction under the direct or indirect control of such government.

"Hazardous Materials" means toxic substances, hazardous substances or hazardous wastes, as such terms are defined in any law, statute, ordinance or regulations promulgated by any national, federal, state or local government authority of the United States of America.

"IFB" means the City's Invitation for Bid No. 011-20-FS dated October 30, 2019, and all addenda thereto.

"Non-Conforming Work" means any work performed by the Contractor that does not meet the requirements set forth in the Contract Documents, whenever identified.

"Price Schedule" means Exhibit A to this Contract and any modifications to such exhibit.

"Proper Invoice" means an invoice submitted to the City, which is marked as "Original Invoice" and contains the following information: Site Work furnished; Invoice date; Invoice number; Contractor's name and address; Contract number; Purchase Order number; Contract line item number, including description, quantity, unit of measure, unit price and extended price; Name and address of official to whom payment is to be sent; payment terms and Federal Identification number. Supporting documentation including time sheets copies of supplier material invoices to support billing cost, required reports as applicable, are to accompany invoice in order for an invoice to be considered a "Proper Invoice". An invoice submitted shall be for one Site and not multiple Site(s).

"SDS" means Safety Data Sheet or Safety Data Sheets.

"Scope of Work" means all Work to be performed or furnished by the Contractor as described in Article 2.

"Site" means the location(s) where the Work is performed, including any supplemental locations, approved by the City.

"Subcontractor" means a person or other entity engaged by the Contractor to perform Work or to provide material or equipment in support of the performance of the Work.

"Warranty Period" means as set forth in Article 13(a)(1).

"Work" means all obligations, duties and responsibilities of Contractor for furnishing Generator-Auxiliary Engine Inspection, Maintenance, Testing and Repair Services as more fully described in the Contract Documents.

ARTICLE 2 SCOPE OF WORK

The Contractor will, at its own cost and expense, do the Work required to be done, furnish the materials, supplies or equipment required to be furnished, provide all Work required to be provided, and meet all other requirements or conditions imposed to provide Generator-Auxiliary Engine Inspection, Maintenance, Testing and Repair Services, all strictly in accordance with the Contract Documents..

ARTICLE 3 CONTRACT DOCUMENTS AND PRECEDENCE

(a) The Contract shall be comprised of the following, which constitute the Contract Documents, and which are incorporated by reference:

- This Contract (pages 1-13) inclusive, Price Schedule (Exhibit A), all of which are attached hereto, and all written amendments.
- IFB
- Bid

(b) In the event of an inconsistency between or among any of the provisions of the Contract Documents, the inconsistency shall be resolved by giving precedence in the following order:

- This Contract (pages 1-13) inclusive, Price Schedule (Exhibit A), all of which are attached hereto, and all written amendments.
- IFB
- Bid

(c) The documents listed in Article 3 (a) above are on file in the office of the City Treasurer-Clerk (except as expressly noted otherwise).

(d) The Contract Documents may only be amended, modified or supplemented as provided in writing by duly authorized representatives of the parties.

ARTICLE 4 INDEPENDENT CONTRACTOR

In the conduct and performance of the Work, Contractor and each Subcontractor shall be regarded as an

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independent contractor or subcontractor and not as an agent, partner, joint venture, Affiliate, representative, employee or servant of City.

ARTICLE 5 CITY'S REPRESENTATIONS

(a) City is a municipal corporation duly organized, validly existing and in good standing under the laws of the State of Florida governing its incorporation, and the execution, delivery and performance of this Contract has been duly authorized by all requisite corporate action.

(b) City is not in violation of any Applicable Laws, which violations, individually or in the aggregate, would affect materially City's performance of its obligations under this Contract;

(c) City is not a party to any legal, administrative, arbitrable, investigative, or other proceeding or controversy pending, or, to the best of City's knowledge, threatened, which would materially and adversely affect City's ability to perform its obligations under this Contract; and

(d) This Contract has been duly executed and delivered and constitutes a legal, valid and binding obligation of City enforceable against City in accordance with its terms.

ARTICLE 6 CONTRACTOR'S REPRESENTATIONS

(a) Contractor is a duly organized, validly existing and in good standing under the laws of its incorporation and the execution, delivery and performance of this Contract has been duly authorized by all requisite corporate action.

(b) Contractor is not in violation of any Applicable Laws, which violations, individually or in the aggregate, would affect materially Contractor's performance of its obligations under this Contract.

(c) Contractor is qualified to do business in all jurisdictions in which such qualification is required in connection with performance of the Work.

(d) Contractor is not a party to any legal, administrative, arbitrable, investigative, or other proceeding or controversy pending, or, to the best of Contractor's knowledge, threatened, which would materially and adversely affect Contractor's ability to perform its obligations under this Contract.

(e) Contractor is knowledgeable in performing the Work and has adequate staff of properly trained and qualified personnel for the performance of the Work.

(f) This Contract has been duly executed and delivered and constitutes a legal, valid and binding obligation of Contractor enforceable against Contractor in accordance with its terms.

ARTICLE 7 CONTRACTOR'S OBLIGATIONS

(a) City Access. Contractor shall at all times provide City with unrestricted access to the Site to operate City's existing facilities and to inspect the Work. In like manner, Contractor shall provide the representatives of any Governmental Authority responsible for the application or enforcement of any Applicable Laws with access to the designated construction areas throughout the period of construction. City and Contractor shall advise the other Party upon receipt of any notice of or request for inspection at the Site by any Governmental Authority.

(b) Coordination. Contractor shall ascertain the nature and extent of any simultaneous, collateral, and essential work at the Site by the City or others that may impact performance or completion of the Work by Contractor. City, Contractor, and others performing work at the Site shall coordinate their operations and cooperate to minimize interference. Contractor will not be entitled to additional compensation from City or for damages, of any kind, resulting or arising from, or for the cost of any additional work or additional time expended as a result of such work by the City or others. Should Contractor be delayed by performance of work by, or interference from, the City or others, and if such delay could not have been reasonably been foreseen or prevented by Contractor, the City and Contractor will mutually determine the extent of the delay, the effect on the Work, and Contractor shall be granted an extension of the time for completion of the Work; provided, however, that such extension of time shall constitute the sole remedy afforded Contractor as a result of such delay.

(c) Emergencies. In the event of any emergency at the Site endangering life or property at the Site, Contractor shall take such immediate action as may be reasonable and necessary to prevent, avoid or mitigate damage, injury or loss, and shall report to City as soon as possible any such incidents or exposures, including Contractor's response. Contractor shall provide training to its staff as reasonably required to prepare them to deal with emergencies in accordance with the Contractor's safety program. When Contractor or its authorized representative is not present to give direction during an emergency, instructions may be given by City and shall be received and carried out by the

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person(s) in charge of the affected portion of the Work. Contractor will be responsible for and shall indemnify and hold the City harmless with respect to, any actions taken by City employees in responding to the emergency. Contractor also shall be liable for the reasonable attendant costs associated with such emergency and the City's response.

(d) General. Contractor shall be responsible for satisfactorily performing the Work in accordance with, and otherwise complying with all requirements of, the Contract Documents. All such Work shall be performed with due care and diligence and strictly in accordance with the requirements of the Contract Documents.

(e) Housekeeping. Contractor shall keep the Site reasonably free from accumulation of waste materials or rubbish caused by Contractor's operations. At the completion of the Work, Contractor shall remove from and about the Site, Contractor's temporary construction facilities, tools, construction equipment, machinery, surplus materials, waste materials and rubbish. If at any time City requests Contractor to take remedial action to comply with this provision and Contractor fails to commence such remedial action within five (5) Business Days after Notice to Contractor, and thereafter diligently prosecute such remedy to completion, City may do so, and the associated costs incurred by the City shall be paid by Contractor.

(f) Personnel. Contractor, if reasonably requested to do so by City for cause, shall remove, or cause to be removed, from the Site any employee of Contractor or of a Subcontractor.

(g) Safety. Contractor shall, during performance of the Work, initiate, maintain and supervise all safety and health precautions and programs necessary to comply with Applicable Laws and reasonable requirements of the City.

(h) Safety Data Sheets. Prior to bringing any chemicals or substances on the Site, Contractor shall provide City with copies of current Safety Data Sheets (SDS).

(i) Supervision of Work. Contractor shall supervise and direct the Work and shall be responsible for (i) all construction means, methods, techniques, sequences and procedures; (ii) coordinating all portions of the Work, and (iii) safety. Contractor shall further be responsible for all acts and omissions of all its employees, its Subcontractors and their employees, and all other persons performing any portion of the Work.

ARTICLE 8 TRANSPORTATION

All material and equipment shall be delivered by the Contractor FOB Destination, Prepaid and Allowed or DDP Incoterm 2010, if non-domestic. All transportation costs are included in the Contract Price. The Site is the City's designated delivery locations.

ARTICLE 9 RISK OF LOSS

Risk of loss for all materials or equipment provided by Contractor shall pass to the City upon Acceptance.

ARTICLE 10 TIME OF PERFORMANCE

Time being of the essence with respect to performance of the Work, Contractor shall promptly perform the Work in strict accordance with the Contract Documents and associated purchase orders.

ARTICLE 11 ORDERING

(a) Any Work to be furnished under this Contract shall be ordered by issuance of purchase orders by the City. Such purchase orders and may be issued at any time during the Term of this Contract.

(b) All orders are subject to the terms and conditions of this Contract. In the case of a conflict between an order and this Contract, the Contract shall control.

(c) With regard to orders placed against this Contract, Orders may be issued orally, by facsimile, or by electronic commerce methods.

a. There is No minimum monetary limit on single orders

b. There is No minimum or maximum limit on the total orders that can be placed against this Contract.

(d) Any purchase order issued during the term of this Contract and not completed prior to the end of such Term shall be completed by the Contractor within the time specified in the purchase order. The Contract shall govern the Contractor's and City's rights and obligations with respect to that order to the same extent as if the purchase order were completed during the Term.

ARTICLE 12 CHANGE ORDERS

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(a) City may, at any time by written Notice to Contractor, order additions, deletions or other changes in the Work within the general scope of the Work subject to (b) below.

(b) The Parties shall enter into a written change order (Change Order) describing such changes in the Work, which shall include all associated changes to the Contract Price and other Contract Documents. No work shall commence on any requested change until such time as both Parties have fully executed the applicable Change Order(s).

ARTICLE 13 PRICE AND PAYMENTS

(a) City shall pay Contractor for Work performed and Accepted under this Contract strictly in accordance with the requirements of the Contract Documents.

(b) The Contractor shall invoice City upon satisfactory completion of specified Work. Contractor shall submit Proper Invoice upon Acceptance of Work furnished, by one of the following methods:

(1) E-mail (electronic PDF image of invoice): accountspayable@talgov.com;

(2) Mail: Accounts Payable, 300 S. Adams St, Mailbox A-28, Tallahassee, FL 32301-1731

(3) Deliver: Accounts Payable, 3rd Floor, City Hall, 300 S. Adams St, Tallahassee, FL

City shall pay all such "Proper Invoices" in accordance with the Local Government Prompt Payment Act, Section 218.70, et seq., Florida Statutes, unless otherwise provided in this Article.

(c) Contractor shall be responsible for payment of all taxes and governmental fees, if any, associated with furnishing Work in accordance with the Contract Documents.

(d) City shall have the right to deduct, offset against, or withhold from sums or payments otherwise due Contractor any sums or amounts which Contractor may owe to the City pursuant to the terms and conditions of the Contract Documents, as a result of breach or termination of this Contract, or otherwise so long as the City notifies Contractor of said deductions/offsets.

ARTICLE 14 WARRANTIES

(a) Notwithstanding evaluation and acceptance by the City Site Manager or his designee or any provision concerning the conclusiveness thereof, the Contractor warrants that all Work performed under this Contract will, at the time of Acceptance, be free from defects in workmanship and conform to the requirements of this contract.

The City Site Manager or his designee shall give immediate notice to the Contractor, of any defect or Nonconforming Work before the Contractor leaves the site.

(b) This notice shall state either--

(1) That the Contractor shall re-perform any defective or Nonconforming Work or

(2) That the City does not require re-performance.

(c) If the Contractor is required to re-perform, it shall be at no cost to the City as long as the re-performance is completed by the Contractor prior to leaving the site. Any services re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to re-perform, the City may, by contract or otherwise, re-perform with similar services and charge to the Contractor the cost occasioned to the City thereby, or make an equitable adjustment in the contract price.

(d) If the City does not require re-performance, the City shall make payment in full the services performed.

ARTICLE 15 INDEMNIFICATION

The Contractor shall indemnify and save harmless the City, its officials and employees, from all losses, damages, costs, expenses, liability, claims, actions, and judgments of any kind whatsoever, including claims for personal injury, and claims for property damage, brought or asserted against, or incurred by, the City, including without limitation attorney's fees and costs of litigation, to the extent that the same are caused by any negligent or wrongful act or omission of the Contractor, its subconsultants or subcontractors, or by the

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employees, officers, directors, or agents of the Contractor, or its subconsultants or subcontractors.

ARTICLE 16 PATENTS

(a) Contractor shall, at its sole expense, defend any claim, suit or proceeding brought against the City or its employees to the extent such claim, suit or proceeding is based on a claim that the Work or any equipment or materials furnished under this Contract, or any part or combination thereof, (collectively, "Infringing Work") constitutes infringement of any registered patent of the United States of America, provided that City shall give Contractor prompt Notice of any such claim, suit or proceeding and shall give Contractor authority, information and assistance in a timely manner for the defense of the same. Contractor shall indemnify and hold City and its employees harmless from and against all costs and damages awarded, and all attorney's fees incurred or awarded, in any suit or proceeding so defended. Contractor will not be responsible for any settlement or proceeding made without its prior written approval. In case said Infringing Work is held to constitute an infringement and the use of said Infringing Work is enjoined, Contractor shall, at its own expense and at its option, either (a) procure for City the right to continue using said Infringing Work, (b) replace said Infringing Work with substantially equivalent, equally functional, non-infringing Work, parts or combination thereof, or (c) modify such Infringing Work so that it becomes non-infringing, while maintaining the same functionality.

(b) The provisions of this section do not apply to the combination or use of any product furnished hereunder with any other product not furnished hereunder; as to such products or combination or uses, Contractor assumes no liability whatsoever for patent infringement.

ARTICLE 17 INSURANCE

(a) Prior to commencing the Work, Contractor shall procure and maintain, at Contractor's own cost and expense for the duration of the Contract, insurance, as set forth in this Article, against claims for injuries to person or damages to

property which may arise from or in connection with the performance of the Work hereunder by Contractor, its Subcontractors, or their respective agents, representatives, or employees.

(b) Contractor shall maintain the following types of coverage with no less than the specified limits:

(1) Commercial General/Umbrella Liability Insurance - $5,000,000.00 limit per occurrence for property damage and bodily injury. The coverage shall be provided on an occurrence basis and shall include coverage for the following:

- Premise/Operations
- Explosion, Collapse and Underground Property Damage Hazard (only when applicable to the project)
- Contractual
- Independent Contractors
- Broad Form Property Damage
- Personal Injury

(2) Business Automobile/Umbrella Liability Insurance - $1,000,000.00 limit per accident for property damage and personal injury.

- Owned/Leased Autos
- Non-owned Autos
- Hired Autos

(3) Workers' Compensation and Employers'/Umbrella Liability Insurance - Workers' Compensation statutory limits as required by Chapter 440, Florida Statutes. This policy shall include Employers'/Umbrella Liability Coverage for $1,000,000.00 per accident.

(c) Other Insurance Provisions

(1) Commercial General Liability and Automobile Liability Coverage

(A) The City of Tallahassee, members of its City Commission, boards, commissions and committees, officers, agents, employees and volunteers are to be added as additional insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; completed operations of the Contractor; premises owned, leased or used by the Contractor or premises on which Contractor is performing services on behalf of the City. The coverage shall contain no special limitations on the scope of protection afforded to the City of Tallahassee, members of the City Commission, boards, commissions and committees, officers, agents, employees and volunteers.

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(B) Contractor's insurance coverage shall be primary insurance as respects the City Insureds except that the City's insurance, if any, shall be primary with respect to the negligence or wrongful acts or omissions of a City insured. Any insurance or self-insurance maintained by the City Insureds, or any of them, shall be excess of Contractor's insurance and shall not contribute with it.

(2) All Coverage

(A) Each insurance policy required by this Article shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City.

(B) If Contractor, for any reason, fails to maintain insurance coverage, which is required pursuant to this Contract, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this Contract and obtain damages from the Contractor resulting from said breach.

(3)Acceptability of Insurers -- Insurance is to be placed with Florida admitted insurers rated B+X or better by *A.M. Best's* rating service. The Electric Insurance Company can be used for any coverage required hereunder at Contractor's option.

(4) Verification of Coverage -- Contractor shall furnish the City with certificates of insurance affecting coverage required by this clause. The certificates for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received by the City before any portion of the Work commences on the City's property.

(5) Subcontractors -- To the extent Contractor engages subcontractors to perform any portion of the Work on the City's premises, Contractor shall ensure that all such subcontractors shall meet the insurance requirements outlined above unless otherwise agreed by the City, including naming the City as an additional insured.

ARTICLE 18 LIMITATION OF LIABILITY

(a) Unless otherwise provided in this Contract, in no event, whether based on breach of contract, warranty, tort, negligence, error or omission , strict liability or otherwise, shall Contractor, Subcontractors, or their respective Affiliates, officers, directors, agents or employees, be liable for any loss of profits or revenue, loss of use of any equipment, cost of substitute equipment, facilities or services, loss of power , cost of purchase power, inefficiency, or downtime costs, or for any other special, indirect, incidental, exemplary, or consequential loss or damages of any nature , whether similar or dissimilar to those numerated above, arising at any time from any cause whatsoever.

(b) In no event, whether based on breach of contract, warranty, tort, negligence, error or omission, indemnity, strict liability or otherwise, shall City, or its agents or employees, be liable for any loss of profits (other than loss of profits otherwise payable to Contractor under this Contract) or revenues, loss of use of any equipment, cost of substitute equipment, facilities or services, downtime costs, claims of Contractor or Subcontractors for such damage s, or for any other special, indirect, incidental, exemplary, punitive or consequential loss or damages of any nature, whether similar or dissimilar those enumerated above, arising at any time from any cause whatsoever.

(c) The provisions of this Article shall prevail over any conflicting or inconsistent provision(s) contained elsewhere in this Contract, except to the extent that such conflicting or inconsistent provision(s) further restrict or reduce the liabilities of the respective Parties under this Contract.

ARTICLE 19 TERMINATION FOR DEFAULT

(a) City at its election and without prejudice to any other right or remedy, may notify Contractor to discontinue all Work under this Contract by delivery of Notice to Contractor in the event that:

(1) This Contract is assigned by Contractor without the consent of the City; or,

(2) Contractor is insolvent or generally unable to pay its debts as they become due (or admits in writing that it is generally unable to pay its debt as they become due), makes a general assignment for the benefit of creditors, or in any way becomes subject (as debtor) to an order entered by a bankruptcy court for relief from creditors or to the appointment of a trustee or a receiver for a substantial portion of its assets; or,

(3) Contractor, at any time, has otherwise materially failed to comply with any terms or conditions of this Contract, provided that the City has previously delivered Notice of such failure to Contractor and Contractor either has failed to commence cure within ten (10) days after delivery of such Notice or has failed to

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thereafter diligently prosecute such cure and complete such cure within thirty (30) days after delivery of Notice by the City unless otherwise agreed to by the Parties.

(b) Should City terminate this Contract pursuant to this Article, City shall pay Contractor for any portion of the Work performed prior to delivery of the initial Notice to Contractor, provided that such portion of the Work meets all requirements of the Contract Documents. If the payments made by City prior to the initial Notice to Contractor exceed such amount, then Contractor shall return such excess to City. To the extent City has paid for any portion of the Work that has not been delivered to City or otherwise performed by Contractor prior to the date of the Notice of termination, City, at its discretion, may elect to either (a) continue to receive delivery or performance of the Work upon full and complete payment for the Work, or (b) forego delivery or performance of the Work in return for a refund of the portion of the price attributed to such portion of the Work.

ARTICLE 20 TERMINATION FOR CONVENIENCE

(a) City has the absolute right to terminate the Work in whole or in part, at any time and for any reason by giving ten (10) days' Notice to Contractor specifying the portion to be so terminated and the effective date of termination. Contractor shall cease the Work on the effective date of such termination.

(b) If all of the Work is terminated for the City's convenience, Contractor shall, as agreed with City, take all actions reasonably required to protect and preserve the incomplete Work, remove from the Work Contractor's and Subcontractors' personnel, construction equipment and other temporary facilities, cancel purchase orders for and shipment to the Site of any then undelivered materials, terminate subcontracts, and diligently take all other actions required to minimize or eliminate expenditures for the terminated Work or portion(s) thereof. Such activities shall be completed within the shortest reasonable period after the effective date of the termination.

(c) If the Work is terminated in accordance with this Article, Contractor shall be entitled to compensation for the value of the Work performed that meets all requirements of the Contract Documents at the date of the termination, as agreed upon in the monthly progress payment applications, plus any expense reasonably incurred by reason of termination of Contractor's activities and commitments (including but not limited to cost of terminating Subcontractors and purchase orders), less all prior payments by City and any sums owed to City by Contractor.

(d) City's sole liability to Contractor for termination for convenience shall be determined in accordance with this Article and City shall not be liable for any other damages, costs, expenses, payments or other amounts of any kind including, without limitation, any loss of profits or revenues, loss of use of any equipment, downtime costs, claims of Subcontractors or Contractor for such damages, or for any other special, indirect, incidental, exemplary, punitive or consequential loss or damages of any nature whether similar or dissimilar to those enumerated above, arising at any time from any cause whatsoever.

ARTICLE 21 FORCE MAJEURE EVENT

Neither Party shall be liable for failure to perform if the cause is beyond that Party's control and is without the fault o negligence of that Party. Such causes may include, but are not limited to, the following:

- Acts of God or of the public enemy,
- Acts of the City in either its sovereign or contractua capacity,
- Declared or undeclared war within one or more of the countries in which the equipment is being manufactured,
- Fires,
- Floods,
- Epidemics,
- Quarantine restrictions,
- Strikes,
- Freight embargos, and
- Unusual storms or severe weather.

The foregoing notwithstanding, an obligation to pay money is not excused by Force Majeure. In the event Contractor is impacted by an event of Force Majeure, the Schedule will be equitably adjusted.

ARTICLE 22 NOTICE OF CHANGE IN OWNERSHIP AND BANKRUPTCY

(a) Contractor shall provide Notice to the City of any ownership changes within ten (10) days of the time Contractor becomes aware that a change in ownership has occurred or is certain to occur.

(b) Contractor shall deliver Notice to the City within five (5) days of the initiation of any bankruptcy proceedings. This Notice shall include a copy of the petition, the date on which the petition was filed, the identity of the court in which

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the petition was filed, and a listing of City contract numbers for all City contracts against which final payment has not been made.

ARTICLE 23 RIGHT OF AUDIT

The Contractor shall maintain all records relating to this Contract and performance of Work under this Contract, including project records, accounting and financial records, and supporting documentation, including records necessary and required to document billing under this Contract. Such records shall include, but shall not be limited to, those required to support, verify and/or substantiate all billings under this Contract. These records shall be maintained for a period of three (3) years from the completion of all Work under the Contract. The City reserves the right to audit and/or review all records maintained as a result of this Contract. Should a billing error be discovered by the audit, the Contractor shall remedy such error with the City within ten (10) days or such Contract shall be subject to termination, at the option of the City, for such failure.

ARTICLE 24 PROTECTION OF CITY BUILDINGS, EQUIPMENT AND VEGETATION

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on City property. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the City, as the Contract Manager directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the Contract Price by the Procurement Services Office.

ARTICLE 25 AVAILABILITY OF FUNDS FOR FUTURE FISCAL YEARS

Funds may not be available for performance under this Contract beyond September 30 of each fiscal year included in this Contract. The City's obligation for performance of this Contract beyond that date is contingent upon the availability of appropriate funds from which payment for contract purposes can be made. No legal liability on the part of the City for any payment may arise for performance under this Contract beyond the above referenced date, until funds are made available before commencing Work to ensure funds are appropriate for this contract.

ARTICLE 26 MISCELLANEOUS

(a) Assignment. Neither Party shall assign its rights and obligations under this Contract without the prior written consent of the other Party, which shall not be unreasonably withheld, but Contractor shall be free to subcontract any of the Work to others.

(b) Confidentiality. The Parties acknowledge that the City is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The Parties further acknowledge that some, or all, of the materials or information provided by Contractor to the City will be considered a "public record" which the City, by law, is obligated to disclose upon request of any person for inspection and copying, unless the public record or the information is otherwise specifically exempt by statute. Should Contractor provide City with any materials which it believes, in good faith, contain information which would be exempt from disclosure or copying under Florida law, Contractor shall indicate that belief by typing or printing, in bold letters, the phrase "Exempt from Disclosure" both on the initial page and on the face of each affected page of such material and shall submit to City both a complete and a redacted version of such material. Should any person request to examine or copy any material so designated, City will produce for that person only the redacted version of the affected material or page(s) thereof. If the person requests to examine or copy the complete version of the affected material or page(s), City shall notify Contractor of that request, and Contractor, within thirty-six (36) hours of receiving such notification, shall either permit or refuse to permit such disclosure or copying. If Contractor refuses to permit disclosure or copying, Contractor agrees to, and shall, hold harmless and indemnify City for all expenses, costs, damages, and penalties of any kind whatsoever which may be incurred by City, or assessed or awarded against City, in regard to City's refusal to permit disclosure or copying of such material. If litigation is filed in relation to such request and Contractor is not initially named as a party, Contractor shall promptly seek to intervene as a defendant in such litigation to defend its claim regarding the confidentiality of such material. This provision shall constitute City's sole obligation with regard to maintaining confidentiality of material or documents, of any kind, or any other information provided by Contractor.

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(c) Dispute Resolution. In the event that a dispute arises between the Parties regarding the application or interpretation of any provisions of this Contract (including but not limited to whether or not an alleged default exists), the aggrieved party shall promptly provide Notice of the dispute to the other Party. The Parties shall undertake in good faith to resolve the dispute at the lowest organizational level possible. If those persons cannot resolve the dispute within fourteen (14) days after delivery of such Notice, each Party shall cause representatives in senior management attempt to resolve the dispute. In the event the dispute cannot be resolved within thirty (30) days after the Notice of the dispute was first given, the Parties may utilize a mutually agreeable independent third party, with expertise in the area of dispute, to assist in resolving the dispute. If the Parties are unable to resolve the dispute within fifty (50) days after Notice of dispute was first given, each Party may then pursue all rights and remedies available under this Contract, in equity, or at law.

(d) Entire Contract. This Contract, together with the other Contract Documents, constitutes the entire agreement between the Parties with respect to the matters contained herein and all prior contract or arrangements between them with respect to such matters are superseded. Any oral or written representation, warranty, course of dealing or trade usage not contained or referenced herein will not be binding on the Parties. No amendment, modification or change of any of the provisions of this Contract shall be of any force or effect unless set forth in writing duly executed by the respective Parties hereto.

(e) Equal Opportunity. In connection with performance of the Work, Contractor agrees to support and abide by the City's Equal Opportunity Pledge. Contractor agrees as follows: not to discriminate against any employee or job applicant because of their race, creed, color, sex, marital status or national origin; to post a copy of this pledge in a conspicuous place, available to all employees and job applicants; and to place or cause to be placed a statement in all solicitations or advertisement for job applicants, including subcontracts, that the Contractor is an "Equal Opportunity Employer".

(f) Exclusive Representations and Interests. Neither City nor Contractor has made any representations, warranties or covenants with respect to the Work or otherwise except as expressly set forth herein.

(g) Governing Law and Construction. The construction, validity and performance of this Contract shall be exclusively governed by the laws of the State of Florida, without giving effect to any conflicts-of-law rules requiring the application of the substantive laws of other jurisdictions. All titles or subtitles appearing herein have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Contract shall be construed according to its fair meaning, not strictly for or against the City or Contractor, and not against either party as its drafter since both parties agree they had an equal hand in drafting this Contract. The singular shall include the plural; use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

(h) Hazardous Waste ("HZW"). If Contractor or any Subcontractor becomes aware of any HZW on or under the Site, whether or not created or brought on by Contractor, Contractor shall report or, as applicable, require each Subcontractor to report, such condition to City in writing and before disturbing (or further disturbing) such HZW. Contractor shall not be liable or responsible for any HZW on or under the Site (other than that which may be created on or brought to the Site by Contractor, Subcontractor, or their agents or representatives) or created or brought to the Site by any party or entity other than Contractor, Subcontractor or their agents or representatives. Notwithstanding anything to the contrary in this Contract, Contractor shall have no obligation to accept or perform any work pursuant to a Change Order or otherwise with respect to HZW except for such HZW as Contractor, Subcontractors, or their agents or representatives created on or brought to the Site. If the discovery of the HZW (other than that which may be created on or brought to the Site by Contractor, Subcontractor, or their agents or representative) shall cause delays in the performance of the Work by the Contractor, any such delays shall be deemed an event of Force Majeure pursuant to Article 21 hereof, but Contractor shall use all reasonable efforts and shall require all Subcontractors to use reasonable efforts to minimize the effect thereof. City will be liable for and shall indemnify and, to the extent limited by the laws of the State of Florida, and without waiving the protections of sovereign immunity, hold harmless Contractor, its employees, officers, directors, agents and Affiliates against any direct or indirect loss, damage or expense of third parties (including but not limited to costs and attorney's fees relating to defense of third-party claims) relating to any HZW on or under the Site (other than that which may be created on or brought to the City by Contractor, Subcontractors, or their agents or

Attachment: PB 20-077 AGENDA 3-9-21 (12519 : PB 20-077 City of Tallahassee Generator Repair Contract No. 4797; Ring Power Corporation)

representatives). Contractor will be liable for any direct loss, damage or expense of the City or third parties (including but not limited to costs and attorney's fees relating to defense of third-party claims) relating to any HZW that has been created on or brought to the Site by Contractor, Subcontractors, or their agents or representatives. If any third-party loss, damage or expense relating to HZW shall result jointly from acts for which City and Contractor are responsible pursuant to the two immediately preceding sentences, each party will bear its proportionate share of liability according to the degree to which the causes for which it is responsible contributed to the loss, damage or expenses. Prior to bringing hazardous materials or substances (as defined by Occupational Safety and Health Administration, Resource Conservation and Recovery Act and Department of Transportation) on to City's property, Contractor shall provide notice to City and provide the Material Safety Data Sheet for all such materials and substances.

(i) Liability of the City. Notwithstanding any other provision of this Contract, the liability of the City, as set forth therein, is intended to be consistent with limitations of Florida law, including the state's waiver of sovereign immunity pursuant to Section 768.28, Florida Statutes. No obligation imposed by any provision of this Contract shall be deemed to alter said waiver or to extend the liability of the City beyond such limits, nor shall any such obligation be deemed or construed as a waiver of any defense of sovereign immunity to which the City may be entitled.

(k) No Third-Party Beneficiary. It is the intent of the parties hereto that this Contract is solely between the parties hereto, and no member of the public or any person or entity not a party to this Contract shall have any rights or privileges hereunder as a third-party beneficiary or otherwise.

(l) Notices. All Notices to be given hereunder shall be in writing and shall be directed to the following individuals:

To the City:
City of Tallahassee
2602 Jackson Bluff Road
Tallahassee, Florida 32304
Attn: General Manager – Electric & Gas Utility

To the Contractor:
Ring Power Corporation
32000 Blue Star Hwy
Midway, Florida 32343
Attn: Matt Taylor, Power Systems PSSR

Notices may be sent by registered mail, hand delivery, e-mail, recognized overnight courier, or facsimile transmission. The receiving Party shall confirm receipt of the notice by any of the means outlined in this Article. Notices shall be effective when first received by the other Party, so long as such receipt is subsequently confirmed. Either Party may, from time to time, by Notice sent or delivered in the manner provided above, specify a different address for Notices to it, and such change of address shall take effect upon such other Party's receipt of said Notice.

(m) Notice to the City of Labor Disputes. At the time of execution of this Contract, Contractor certifies that it has no knowledge of any actual or potential labor dispute that is delaying or threatens to delay the timely performance of this Contract. Should Contractor become aware of any actual or potential labor dispute(s) that would delay or potentially may delay the timely performance of this Contract, Contractor shall provide immediate Notice to the City.

(n) Public Entity Crimes. Contractor warrants that it has not been placed on the convicted vendor list following a conviction for a public entity crime under the provisions of Section 287.133, (2)(a), Florida Statues. Contractor shall immediately provide Notice to the City if a conviction of a public entity crime applicable to Contractor or to an Affiliate of Contractor occurs during the term of the Contract.

(o) Reasonableness Standard. All determinations, consents, reviews and approvals to be granted and conducted by the Parties under this Contract and any other acts calling for the exercise of discretion shall be performed in good faith and, unless otherwise so specified, under a standard of reasonableness that is consistent with normal industry practices for the type of work involved. Where time periods are not specified, a reasonable period of time shall be allowed.

(p) Severability. The invalidity or unenforceability of any portion or provision of this Contract shall in no way affect the validity or enforceability of any other portion or provision hereof. Any invalid or unenforceable portion or provision shall be deemed severed from this Contract and the balance of the Contract shall be construed and enforces as if this Contract did not contain such invalid or unenforceable provision; provided, however, if any

Attachment: PB 20-077 AGENDA 3-9-21 (12519 : PB 20-077 City of Tallahassee Generator Repair Contract No. 4797; Ring Power Corporation)

provisions dealing with limitation of liability or exclusion of any remedy is held to be unenforceable or invalid, the Parties agree to renegotiate this Contract in good faith to give proper effect to the intention of the Parties as set forth in those provisions.

(q) Survival. Any provision of this Contract, which contemplates performance or obligations subsequent to termination of this Contract, including but not limited to Article 9 (Risk of Loss), Article 14 (Warranties) Article 15 (Indemnification), and Article 16 (Patents), shall survive such termination. Termination of this Contract shall not affect the rights and obligations accrued before the date of any such termination.

(r) Trade Usage. Words, terms and abbreviations which are not otherwise defined herein and have well-known technical, trade or industry meanings are used in the Contract in accordance with such established meanings.

(s) Venue. Any and all suits for any and every breach of this Contract shall be instituted and maintained in a court of competent jurisdiction in the County of Leon, State of Florida.

(t) Waiver. No failure by Contractor or City to insist upon strict performance of any term, covenant or condition of this Contract, or to exercise any right or remedy upon breech of any provision of this Contract, and no payment, acceptance of payment, performance, or acceptance of performance during the continuation of any such breach, shall constitute a waiver of any term, covenant or condition herein or a waiver of any subsequent breach or fault in the performance of any term, covenant or condition herein.

The remainder of this page is intentionally left blank.

Attachment: PB 20-077 AGENDA 3-9-21 (12519 : PB 20-077 City of Tallahassee Generator Repair Contract No. 4797; Ring Power Corporation)

The Parties have executed this Contract as of the date set forth in the introductory clause.

CITY OF TALLAHASSEE

Attest:

By: James O. Cooke IV
James O. Cooke, IV., City Treasurer Clerk

By: Veronica McCrackin
Veronica McCrackin- Manager-Procurement Services

Approved as to form:

By: Patrick E Hurley for
Cassandra K. Jackson, City Attorney

RING POWER CORPORATION

By: Daniel M Leach
Daniel M Leach (Jul 21, 2020 14:42 EDT)

Name: Daniel M Leach

Title: VP PRoduct Support Sales Manager

Attachment: PB 20-077 AGENDA 3-9-21 (12519 : PB 20-077 City of Tallahassee Generator Repair Contract No. 4797; Ring Power Corporation)

Exhibit A - Price Schedule REV1
(EXCEL DOCUMENT)

ITEM	QUANTITY (MOL)	DESCRIPTION	Unit PRICE UOM	ENTER UNIT PRICE $	TOTAL PRICE $ - (DO NOT ENTER- AUTO CALCULATED)
GROUP 1		**INSPECTION, MAINTENANCE AND TESTING SERVICES**			
1.a	**10**	Generators less than 50 kW Quarterly Inspection Maintenance and Testing Services	Quarter	$250	$ 10,000.00
1.b	**10**	Generators less than 50 kW Annual Inspection, Maintenance and Testing Services (Test at rated power factor using and inductive load at 0.8 power factor)		$640	$ 6,400.00
1.c	**10**	Generators less than 50 kW Annual Inspection, Maintenance and Testing Services(Resistive test at power factor of 1.0)		$640	$ 6,400.00
2.a	**14**	Generators 50 kW to 100 kW Quarterly Inspection Maintenance and Testing Services	Quarter	$250	$ 14,000.00
2.b	**14**	Generators 50 kW to 100 kW Annual Inspection Maintenance and Testing Services (Test at rated power factor using and inductive load at 0.8 power factor)		$640	$ 8,960.00
2.c	**14**	Generators 50 kW to 100 kW Annual Inspection Maintenance and Testing Services(Resistive test at power factor of 1.0)		$640	$ 8,960.00
3.a	**5**	Generators 101 kW to 200 kW Quarterly Inspection m Maintenance and Testing Services	Quarter	$250	$ 5,000.00
3.b	**5**	Generators 101 kW to 200 kW Annual Inspection Maintenance and Testing Services (Test at rated power factor using and inductive load at 0.8 power factor)		$970	$ 4,850.00

Attachment: PB 20-077 AGENDA 3-9-21 (12519 : PB 20-077 City of Tallahassee Generator Repair Contract No. 4797; Ring Power Corporation)

Exhibit A - Price Schedule REV1
(EXCEL DOCUMENT)

ITEM	QUANTITY (MOL)	DESCRIPTION	Unit PRICE UOM	ENTER UNIT PRICE $	TOTAL PRICE $ - (DO NOT ENTER- AUTO CALCULATED)
3.c	**5**	Generators 101 kW to 200 kW Annual Inspection, Maintenance and Testing Services(Resistive test at power factor of 1.0)		$970	$ 4,850.00
4.a	**8**	Generators 201 kW to 300 kW Quarterly Inspection, Maintenance and Testing Services	Quarter	$250	$ 8,000.00
4.b	**8**	Generators 201 kW to 300 kW Annual Inspection Maintenance and Testing Services (Test at rated power factor using and inductive load at 0.8 power factor)		$1,060	$ 8,480.00
4.c	**8**	Generators 201 kW to 300 kW Annual Inspection Maintenance and Testing Services(Resistive test at power factor of 1.0)		$1,060	$ 8,480.00
5.a	**11**	Generators 301 kW to 400 kW Quarterly Inspection, Maintenance and Testing Services	Quarter	$250	$ 11,000.00
5.b	**11**	Generators 301 kW to 400 kW Annual Inspection Maintenance and Testing Services (Test at rated power factor using and inductive load at 0.8 power factor)		$1,195	$ 13,145.00
5.c	**11**	Generators 301 kW to 400 kW Annual Inspection Maintenance and Testing Services(Resistive test at power factor of 1.0)		$1,195	$ 13,145.00
6.a	**2**	Generators 401 kW to 500 kW Quarterly Inspection, Maintenance and Testing Services	Quarter	$250	$ 2,000.00
6.b	**2**	Generators 401 kW to 500 kW Annual Inspection Maintenance and Testing Services (Test at rated power factor using and inductive load at 0.8 power factor)		$1,295	$ 2,590.00

Attachment: PB 20-077 AGENDA 3-9-21 (12519 : PB 20-077 City of Tallahassee Generator Repair Contract No. 4797; Ring Power Corporation)

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Exhibit A - Price Schedule REV1
(EXCEL DOCUMENT)

ITEM	QUANTITY (MOL)	DESCRIPTION	Unit PRICE UOM	ENTER UNIT PRICE $	TOTAL PRICE $ - (DO NOT ENTER- AUTO CALCULATED)
6.c	**2**	Generators 401 kW to 500 kW Annual Inspection Maintenance and Testing Services(Resistive test at power factor of 1.0)		$1,295	$ 2,590.00
7.a	**3**	Generators 501 kW to 600 kW Quarterly Inspection, Maintenance and Testing Services	Quarter	$250	$ 3,000.00
7.b	**3**	Generators 501 kW to 600 kW Annual Inspection Maintenance and Testing Services (Test at rated power factor using and inductive load at 0.8 power factor)		$1,405	$ 4,215.00
7.c	**3**	Generators 501 kW to 600 kW Annual Inspection Maintenance and Testing Services(Resistive test at power factor of 1.0)		$1,405	$ 4,215.00
8.a	**1**	Generators 601 kW to 700 kW Quarterly Inspection, Maintenance and Testing Services	Quarter	$250	$ 1,000.00
8.b	**1**	Generators 601 kW to 700 kW Annual Inspection Maintenance and Testing Services (Test at rated power factor using and inductive load at 0.8 power factor)		$1,625	$ 1,625.00
8.c	**1**	Generators 601 kW to 700 kW Annual Inspection Maintenance and Testing Services(Resistive test at power factor of 1.0)		$1,625	$ 1,625.00
9.a	**3**	Generators 701 kW to 800 kW Quarterly Inspection, Maintenance and Testing Services	Quarter	$250	$ 3,000.00
9.b	**3**	Generators 701 kW to 800 kW Annual Inspection Maintenance and Testing Services (Test at rated power factor using and inductive load at 0.8 power factor)		$1,850	$ 5,550.00

Exhibit A - Price Schedule REV1
(EXCEL DOCUMENT)

ITEM	QUANTITY (MOL)	DESCRIPTION	Unit PRICE UOM	ENTER UNIT PRICE $	TOTAL PRICE $ - (DO NOT ENTER- AUTO CALCULATED)
9.c	**3**	Generators 701 kW to 800 kW Annual Inspection Maintenance and Testing Services(Resistive test at power factor of 1.0)		$1,850	$ 5,550.00
10.a	**1**	Generators 801 kW to 900 kW Quarterly Inspection, Maintenance and Testing Services	Quarter	$250	$ 1,000.00
10.b	**1**	Generators 801 kW to 900 kW Annual Inspection Maintenance and Testing Services (Test at rated power factor using and inductive load at 0.8 power factor)		$2,150	$ 2,150.00
10.c	**1**	Generators 801 kW to 900 kW Annual Inspection Maintenance and Testing Services(Resistive test at power factor of 1.0)		$2,150	$ 2,150.00
11.a	**1**	Generators 901 kW to 1000 kW Quarterly Inspection, Maintenance and Testing Services	Quarter	$250	$ 1,000.00
11.b	**1**	Generators 901 kW to 1000 kW Annual Inspection Maintenance and Testing Services (Test at rated power factor using and inductive load at 0.8 power factor)		$2,250	$ 2,250.00
11.c	**1**	Generators 901 kW to 1000 kW Annual Inspection Maintenance and Testing Services(Resistive test at power factor of 1.0)		$2,250	$ 2,250.00
12.a	**1**	Diesel Drive Fire Pump Cumming 6CTA8.3-F2 at Purdom Quarterly Inspection, Maintenance and Testing Services	Quarter	$250	$ 1,000.00
12.b	**1**	Diesel Drive Fire Pump Caterpillar 3208 at Hopkins Quarterly Inspection, Maintenance and Testing Services	Quarter	$250	$ 1,000.00

Attachment: PB 20-077 AGENDA 3-9-21 (12519 : PB 20-077 City of Tallahassee Generator Repair Contract No. 4797; Ring Power Corporation)

Attachment: PB 20-077 AGENDA 3-9-21 (12519 : PB 20-077 City of Tallahassee Generator Repair Contract No. 4797; Ring Power Corporation)

Exhibit A - Price Schedule REV1
(EXCEL DOCUMENT)

ITEM	QUANTITY (MOL)	DESCRIPTION	Unit PRICE UOM	ENTER UNIT PRICE $	TOTAL PRICE $ - (DO NOT ENTER- AUTO CALCULATED)
13.a	1	Black Start Generator at Sub12- Quarterly Inspection, Maintenance and Testing Services	Quarter	$250	$ 1,000.00
14.a	1	Black Start Generator at Hopkins -Quarterly Inspection, Maintenance and Testing Services	Quarter	$250	$ 1,000.00
14.b	1	Black Start Generator at Hopkins- Annual Inspection Maintenance and Testing Services (Test at rated power factor using and inductive load at 0.8 power factor)		$1,170	$ 1,170.00
14.c	1	Black Start Generator at Hopkins-Annual Inspection Maintenance and Testing Services(Resistive test at power factor of 1.0)		$1,170	$ 1,170.00
15.a	1	Emergency Generator at Purdom Quarterly Inspection, Maintenance and Testing Services	Quarter	$250	$ 1,000.00
15.b	1	Emergency Generator at Purdom Annual Inspection Maintenance and Testing Services (Test at rated power factor using and inductive load at 0.8 power factor)		$3,680	$ 3,680.00
15.c	1	Emergency Generator at Purdom Annual Inspection Maintenance and Testing Services(Resistive test at power factor of 1.0)		$3,680	$ 3,680.00
16.a	2	Auxiliary Engine Caterpillar 3208 at Water Well Facilities Quarterly Inspection Maintenance and Testing Services	Quarter	$250	$ 2,000.00
16.b	2	Auxiliary Engine Caterpillar 3208 at Water Well Facilities Annual Inspection Maintenance and Testing Services		$670	$ 1,340.00

Exhibit A - Price Schedule REV1
(EXCEL DOCUMENT)

ITEM	QUANTITY (MOL)	DESCRIPTION	Unit PRICE UOM	ENTER UNIT PRICE $	TOTAL PRICE $ - (DO NOT ENTER- AUTO CALCULATED)
17.a	**1**	Auxiliary Engine Cummings 6CTA at Water Well Facilities Quarterly Inspection Maintenance and Testing Services	Quarter	$250	$ 1,000.00
17.b	**1**	Auxiliary Engine Cummings 6CTA at Water Well Facilities Annual Inspection Maintenance and Testing Services		$930	$ 930.00
19.a	**3**	Portable Generators Southeast Farm 101 kW to 200 kW Quarterly Inspection, Maintenance and Testing Services	Quarter	$250	$ 3,000.00
19.b	**3**	Portable Generators Southeast Farm 101 kW to 200 kW Annual Inspection Maintenance and Testing Services (Test at rated power factor using and inductive load at 0.8 power factor)		$970	$ 2,910.00
19.c	**3**	Portable Generators Southeast Farm 101 kW to 200 kW Annual Inspection Maintenance and Testing Services(Resistive test at power factor of 1.0)		$970	$ 2,910.00
20.a	**1**	Portable Generators Southeast Farm 201 kW to 300 kW Quarterly Inspection, Maintenance and Testing Services	Quarter	$250	$ 1,000.00

Attachment: PB 20-077 AGENDA 3-9-21 (12519 : PB 20-077 City of Tallahassee Generator Repair Contract No. 4797; Ring Power Corporation)

Exhibit A - Price Schedule REV1
(EXCEL DOCUMENT)

ITEM	QUANTITY (MOL)	DESCRIPTION	Unit PRICE UOM	ENTER UNIT PRICE $	TOTAL PRICE $ - (DO NOT ENTER- AUTO CALCULATED)
20.b	1	Portable Generators Southeast Farm 201 kW to 300 kW Annual Inspection Maintenance and Testing Services (Test at rated power factor using and inductive load at 0.8 power factor)		$1,060	$ 1,060.00
20.c	1	Portable Generators Southeast Farm 201 kW to 300 kW Annual Inspection Maintenance and Testing Services(Resistive test at power factor of 1.0)		$1,060	$ 1,060.00
21.a	2	Auxilliary Engine Caterpillar 34088 at Water Well Facilities Quarterly Inspection Maintenance and Testing Services	Quarter	$250	$ 2,000.00
21.b	2	Auxilliary Engine Caterpillar 34088 at Water Well Facilities Annual Inspection Maintenance and Testing Services		$950	$ 1,900.00
22.a	1	Auxilliary Engine Caterpillar 3412 at Water Well Facilities Quarterly Inspection Maintenance and Testing Services	Quarter	$250	$ 1,000.00
22.b	1	Auxilliary Engine Caterpillar 3412 at Water Well Facilities Annual Inspection Maintenance and Testing Services		$1,150	$ 1,150.00

Attachment: PB 20-077 AGENDA 3-9-21 (12519 : PB 20-077 City of Tallahassee Generator Repair Contract No. 4797; Ring Power Corporation)

Exhibit A - Price Schedule REV1
(EXCEL DOCUMENT)

ITEM	QUANTITY (MOL)	DESCRIPTION	Unit PRICE UOM	ENTER UNIT PRICE $	TOTAL PRICE $ - (DO NOT ENTER- AUTO CALCULATED)
GROUP 2	**QUANTITY (MOL)**	**ADDITIONAL REPAIR SERVICE**	**Unit PRICE UOM**	**ENTER UNIT PRICE $ or % as applicable**	**TOTAL PRICE $ (DO NOT ENTER- FORMULAS IN CELLS)**
23	**64**	Repair Service 8am - 5pm Monday through Friday	Hour	$123	$ 7,872.00
24	**40**	Repair Service Weekdays After Hours and Weekends	Hour	$184	$ 7,360.00
25	**8**	Repair Service Holidays	Hour	$246	$ 1,968.00
26	**32**	Minimum Service Call	Call	$123	$ 3,936.00
27	**500**	Travel	Mile	$2.00	$ 1,000.00
28	**20000**	Repair Parts (Parts at Cost)	Cost Plus %	0.15	$ 23,000.00
TOTAL GROUP 1 & GROUP 2 (Items 1-28)					**$ 262,526.00**
GROUP 3		**RENTALS STANDY GENERATOR - ADDITIONAL DAYS RENTAL**		**ENTER UNIT PRICE $**	

Attachment: PB 20-077 AGENDA 3-9-21 (12519 : PB 20-077 City of Tallahassee Generator Repair Contract No. 4797; Ring Power Corporation)

Exhibit A - Price Schedule REV1
(EXCEL DOCUMENT)

ITEM	QUANTITY (MOL)	DESCRIPTION	Unit PRICE UOM	ENTER UNIT PRICE $	TOTAL PRICE $ - (DO NOT ENTER- AUTO CALCULATED)
29.a	**70**	Standby Generator - Additional Days rental of less than 50 kW	Day	$80	$ 5,600.00

Attachment: PB 20-077 AGENDA 3-9-21 (12519 : PB 20-077 City of Tallahassee Generator Repair Contract No. 4797; Ring Power Corporation)

Exhibit A - Price Schedule REV1
(EXCEL DOCUMENT)

ITEM	QUANTITY (MOL)	DESCRIPTION	Unit PRICE UOM	ENTER UNIT PRICE $	TOTAL PRICE $ - (DO NOT ENTER- AUTO CALCULATED)
29.b	**70**	Standby Generator - Additional Days rental of 50 kW to 100 kW	Day	$105	$ 7,350.00
29 c	**70**	Standby Generator - Additional Days rental of 101 kW to 200 kW	Day	$160	$ 11,200.00
29.d	**70**	Standby Generator - Additional Days rental of 201 kW to 300 kW	Day	$265	$ 18,550.00
29.e	**70**	Standby Generator - Additional Days rental of 301 kW to 400 kW	Day	$315	$ 22,050.00
29.f	**70**	Standby Generator - Additional Days rental of 401 kW to 500 kW	Day	$420	$ 29,400.00
29.g	**70**	Standby Generator - Additional Days rental of 501 kW to 600 kW	Day	$465	$ 32,550.00
29.h	**70**	Standby Generator - Additional Days rental of 601 kW to 700 kW	Day	$515	$ 36,050.00
29.i	**70**	Standby Generator - Additional Days rental of 701 kW to 800 kW	Day	$525	$ 36,750.00
29.j	**70**	Standby Generator - Additional Days rental of 801 kW to 900 kW	Day	$545	$ 38,150.00

Attachment: PB 20-077 AGENDA 3-9-21 (12519 : PB 20-077 City of Tallahassee Generator Repair Contract No. 4797; Ring Power Corporation)

Exhibit A - Price Schedule REV1
(EXCEL DOCUMENT)

ITEM	QUANTITY (MOL)	DESCRIPTION	Unit PRICE UOM	ENTER UNIT PRICE $	TOTAL PRICE $ - (DO NOT ENTER- AUTO CALCULATED)
29.k	**70**	Standby Generator - Additional Days rental of 901 kW to 1000 kW	Day	$585	$ 40,950.00
		STANDBY GENERATOR - ADDITIONAL DAYS RENTAL FLEET COVERAGE	Day	**ENTER UNIT PRICE $**	
30.a	**70**	Standby Generator - Additional Days Fleet Coverage less than 50 kW	Day	$80	$ 5,600.00
30.b	**70**	Standby Generator - Additional Days Fleet Coverage 50 kW to 100 kW	Day	$105	$ 7,350.00
30.c	**70**	Standby Generator - Additional Days Fleet Coverage 101 kW to 200 kW	Day	$160	$ 11,200.00
30.d	**70**	Standby Generator - Additional Days Fleet Coverage 201 kW to 300 kW	Day	$265	$ 18,550.00
30.e	**70**	Standby Generator - Additional Days Fleet Coverage 301 kW to 400 kW	Day	$315	$ 22,050.00
30.f	**70**	Standby Generator - Additional Days Fleet Coverage 401 kW to 500 kW	Day	$420	$ 29,400.00
30.g	**70**	Standby Generator - Additional Days Fleet Coverage 501 kW to 600 kW	Day	$465	$ 32,550.00

Attachment: PB 20-077 AGENDA 3-9-21 (12519 : PB 20-077 City of Tallahassee Generator Repair Contract No. 4797; Ring Power Corporation)

Exhibit A - Price Schedule
REV1 (EXCEL DOCUMENT)

ITEM	QUANTITY (MOL)	DESCRIPTION	Unit PRICE UOM	ENTER UNIT PRICE $	TOTAL PRICE $ - (DO NOT ENTER- AUTO CALCULATED)
30.h	**70**	Standby Generator - Additional Days Fleet Coverage 601 kW to 700 kW	Day	$515	$ 36,050.00
30.i	**70**	Standby Generator - Additional Days Fleet Coverage 701 kW to 800 kW	Day	$525	$ 36,750.00
30.j	**70**	Standby Generator - Additional Days Fleet Coverage 801 kW to 900 kW	Day	$545	$ 38,150.00
30.k	**70**	Standby Generator - Additional Days Fleet Coverage 901 kW to 1000 kW	Day	$585	$ 40,950.00
TOTAL GROUP 3 (items 29a-30.K)					**$ 557,200.00**
GROUP 4		**Fuel Tank Audit, Fuel Chemical Analysis and Fuel Tank Cleaning**		**ENTER UNIT PRICE $**	
31	**120**	Fuel Tank Audit	tanks	$145	$ 17,400.00
32	**120**	Fuel Chemical Analysis	samples	$105	$ 12,600.00
33.a	**1**	≤200 gallon Fuel Tank Cleaning	ea	$660	$ 660.00
33.b	**1**	≤550 gallon Fuel Tank Cleaning	ea	$760	$ 760.00

Attachment: PB 20-077 AGENDA 3-9-21 (12519 : PB 20-077 City of Tallahassee Generator Repair Contract No. 4797; Ring Power Corporation)

Exhibit A - Price Schedule
REV1 (EXCEL DOCUMENT)

ITEM	QUANTITY (MOL)	DESCRIPTION	Unit PRICE UOM	ENTER UNIT PRICE $	TOTAL PRICE $ - (DO NOT ENTER- AUTO CALCULATED)
33.c	1	>550 and < 1000 gallon Fuel Tank Cleaning	ea	$975	$ 975.00
33.d	1	>1001 and <1500 gallon Fuel Tank Cleaning	ea	$1,145	$ 1,145.00
33.e	1	>1501 and <2000 gallon Fuel Tank Cleaning	ea	$1,415	$ 1,415.00
33.f	1	>2000 gallon Fuel Tank Cleaning	ea	$1,510	$ 1,510.00
TOTAL GROUP 4 (items 31-33.f)					**$ 36,465.00**
***GRAND TOTAL GROUPS 1 - 4**					**$ 856,191.00**

Attachment: PB 20-077 AGENDA 3-9-21 (12519 : PB 20-077 City of Tallahassee Generator Repair Contract No. 4797; Ring Power Corporation)

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	ITB 21-014 Mowing at Crystal River and Inverness Airports; Monk's Mowing & Tree Trimming, LLC
AGENDA DATE:	**March 09, 2021**

BRIEF OVERVIEW:

On October 25, 2020, staff issued Invitation to Bid ITB 21-014 Mowing at Crystal River and Inverness Airports to perform mowing services of the Fixed Base Operator (FBO)/Hangar areas include (FBO office, hangars, and tie-sown areas), primary areas include (turf runaway at the Crystal River Airport, and the area around the taxiways and runaways), and secondary areas include (all the grassed area not within the FBO/Hangar and Primary Areas), in which staff received three (3) bids.

Staff desires to award ITB 21-014 Mowing at Crystal River and Inverness Airports to Monk's Mowing & Tree Trimming, LLC as the lowest and most responsive bidder. Annual cost of services at this time is $21,122.40.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance*
7201-53409	Contrct Mow	$30,538	$2,618	$1,133	$26,788

Aviation-Contractual Serv Mowing
*available balance prior to award

RECOMMENDED ACTION:

Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and Monk's Mowing & Tree Trimming, LLC to provide mowing at the Crystal River and Inverness Airports.

PROCUREMENT AUTHORIZATION FORM

FOR PURCHASES IN EXCESS OF $ 25,000

Only complete the sections that apply and leave the rest blank. The last two pages are only if requesting an RFP/RFI/RFQ. Once completed send to Linda Morse at linda.morse@citrusbocc.com or interoffice mail.

(USE THE TAB KEY TO MOVE BETWEEN FIELDS)

NAME OF PROJECT: Contract Mowing of Crystal River and Inverness Airports
(Two lines maximum)

DEPARTMENT / DIVISION: Public Works / Engineering

ACCOUNT NUMBER: 7201-53409
(Four lines maximum)

BUDGET AMOUNT: $27,238**

FINANCING REQUIRED: YES ☐ NO ☑ **GRANT FUNDED:** YES ☐ NO ☑

DESCRIPTION OF COMMODITY / SERVICE / PROJECT AND JUSTIFICATION FOR EXPENDITURE:

This Bid is for Contract Mowing at the Crystal River and Inverness Airports to perform mowing of the FBO/Hangar areas (FBO office, hangars, and tie-down areas), primary areas (includes turf runway @ the Crystal River Airport, and the areas around the taxiways and runways), and secondary areas (includes all the grassed areas not within the FBO/Hangar and Primary areas). This is done for aesthetic and safety reasons. Maintaining grassed areas improves visibility and minimizes the areas as a wildlife attractant.

**Subject to FY 2021 budget approval.

REQUESTOR (SIGNATURE) Quincy D. Wylupek Digitally signed by Quincy D. Wylupek Date: 2020.09.23 11:06:21 -04'00' **DATE** _____

REQUESTOR (PRINT NAME) Quincy D. Wylupek **DATE** 9/23/2020

DIVISION DIRECTOR Brian Kanton **DATE** 9/28/20

DEPARTMENT DIRECTOR _____ **DATE** 9/30/2020

MANAGEMENT & BUDGET DIRECTOR Spratt **DATE** 10.5.2020

Attachment: ITB 21-014 AGENDA 3-9-21 (12525 : ITB 21-014 Mowing at Crystal River and Inverness Airports; Monk's Mowing & Tree Trimming,

Board of County Commissioners

DEPARTMENT OF PUBLIC WORKS
ENGINEERING

3600 W. Sovereign Path, Suite 241
Lecanto, FL 34461

Telephone: (352) 527-5446 Fax: (352) 527-5476
Citrus Springs/Dunnellon area - Toll Free (352) 489-2120

TO: Linda Morse, Purchasing Manager

THRU: Randall S. Olney, Public Works Director RSO
Brian Kauffman, PE, Engineering Director BCK 12/18/20

FROM: Quincy D. Wylupek, Engineering Project Manager

DATE: December 15, 2020

SUBJECT: ITB # 21-014, Contract Mowing for the Crystal River and Inverness Airports

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The Engineering Division received three submittals for the subject Bid. Engineering staff has reviewed the bids and recommends awarding this Bid to the lowest qualified bidder, Monks Mowing & Tree Trimming LLC, at the bid price of $21,122.40 (see attached supporting documentation).

Please ask the BOCC to:

1. Approve the lowest qualified bid, and award the Bid to Monks Mowing & Tree Trimming LLC, at the bid price of $21,122.40.
2. Approve and authorize the Chairman to sign the agreement with Bid to Monks Mowing & Tree Trimming LLC, subject to receipt of insurance and bond documents from Monks Mowing & Tree Trimming LLC.

If you need any additional information please contact me at x5488.

Attachment: ITB 21-014 AGENDA 3-9-21 (12525 : ITB 21-014 Mowing at Crystal River and Inverness Airports; Monk's Mowing & Tree Trimming,

Bid Form
Schedule of Values

14Mowing Inverness & Crystal River A
Wednesday, December 9, 2020

CRYSTAL RIVER AIRPORT MOWING (PRICE PER ACRE)		Gilmer Lawn Service, Inc Inverness FL				Monks Mowing & Tree Trimming LLC Trenton FL			
AREAS	TOTAL ACREAS	PRICE PER ACRE	TOTAL PRICE PER ACRE	CUTS PER YEAR	ANNUAL TOTAL PRICE PER CUT	PRICE PER ACRE	TOTAL PRICE PER ACRE	CUTS PER YEAR	ANNUAL TOTAL PRICE PER CUT
Primary Area	45	$28.00	$1,260.00	10	$12,600.00	$10.00	$450.00	10	$4,500.00
Secondary Area	60	$28.00	$1,680.00	4	$6,720.00	$10.00	$600.00	4	$2,400.00
FBO/Hangers Areas	4	$28.00	$112.00	30	$3,360.00	$10.00	$40.00	30	$1,200.00
SUB-TOTAL MOWING ANNUAL PRICE (ALL AREAS)					$22,680.00				$8,100.00
TRIM (PRICE PER TRIM)									
AREAS	TOTAL TRIMS PER YEAR	COST PER TRIM			ANNUAL TOTAL PRICE PER TRIM	COST PER TRIM			ANNUAL TOTAL PRICE PER TRIM
Primary Area	10	$280.00			$2,800.00	$72.10			$721.00
Secondary Area	4	$280.00			$1,120.00	$72.10			$288.40
FBO/Hangers Areas	30	$50.00			$1,500.00	$23.00			$690.00
Asphalt Edging	2	$500.00			$1,000.00	$74.00			$148.00
Hedge Trimming	4	$50.00			$200.00	$23.00			$92.00
SUB-TOTAL TRIMMING ANNUAL PRICE (ALL AREAS)					$6,620.00				$1,939.40
CRYSTAL RIVER AIRPORT TOTAL (BOTH MOWING AND TRIMMING)					$29,300.00				$10,039.40
INVERNESS AIRPORT									
MOWING (PRICE PER ACRE)									
AREAS	TOTAL ACREAS	PRICE PER ACRE	TOTAL PRICE PER ACRE	CUTS PER YEAR	ANNUAL TOTAL PRICE PER CUT	PRICE PER ACRE	TOTAL PRICE PER ACRE	CUTS PER YEAR	ANNUAL TOTAL PRICE PER CUT
Primary Area	28	$28.00	$784.00	10	$7,840.00	$10.00	$280.00	10	$2,800.00
Secondary Area	114	$28.00	$3,192.00	4	$12,768.00	$10.00	$1,140.00	4	$4,560.00
FBO/Hangers Areas	5.6	$28.00	$156.80	30	$4,704.00	$10.00	$56.00	30	$1,680.00
SUB-TOTAL MOWING ANNUAL PRICE (ALL AREAS)					$25,312.00				$9,040.00
TRIM (PRICE PER TRIM)									
AREAS	TOTAL TRIMS PER YEAR	COST PER TRIM			TOTAL ANNUAL PRICE PER TRIM	COST PER TRIM			TOTAL ANNUAL PRICE PER TRIM
Primary Area	10	$280.00			$2,800.00	$75.00			$750.00
Secondary Area	4	$280.00			$1,120.00	$75.00			$300.00
FBO/Hangers Areas	30	$50.00			$1,500.00	$24.50			$735.00
Asphalt Edging	2	$500.00			$1,000.00	$80.00			$160.00
Hedge Trimming	4	$50.00			$200.00	$24.50			$98.00
SUB-TOTAL TRIMMING ANNUAL PRICE (ALL AREA)					$6,620.00				$2,043.00
INVERNESS AIRPORT TOTAL (BOTH MOWING AND TRIMMING)					$31,932.00				$11,083.00
TOTAL BID COST FOR BOTH CRYSTAL RIVER & INVERNESS AIRPORT					$61,232.00				$21,122.40

Attachment: ITB 21-014 AGENDA 3-9-21 (12525 : ITB 21-014 Mowing at Crystal River and Inverness Airports; Monk's Mowing & Tree Trimming,

Bid Form
Schedule of Values

14Mowing Inverness & Crystal River A
Wednesday, December 9, 2020

CRYSTAL RIVER AIRPORT		Sean M Gerrits, Inc Crystal River FL			
MOWING (PRICE PER ACRE)					
AREAS	TOTAL ACREAS	PRICE PER ACRE	TOTAL PRICE PER ACRE	CUTS PER YEAR	ANNUAL TOTAL PRICE PER CUT
Primary Area	45	$14.49	$652.05	10	$6,520.50
Secondary Area	60	$19.99	$1,199.40	4	$4,797.60
FBO/Hangers Areas	4	$99.99	$399.96	30	$11,998.80
SUB-TOTAL MOWING ANNUAL PRICE (ALL AREAS)					$23,316.90
TRIM (PRICE PER TRIM)					
AREAS	TOTAL TRIMS PER YEAR	COST PER TRIM			ANNUAL TOTAL PRICE PER TRIM
Primary Area	10	$84.29			$842.90
Secondary Area	4	$84.29			$337.16
FBO/Hangers Areas	30	$27.79			$833.70
Asphalt Edging	2	$300.00			$600.00
Hedge Trimming	4	$300.00			$1,200.00
SUB-TOTAL TRIMMING ANNUAL PRICE (ALL AREAS)					$3,813.76
CRYSTAL RIVER AIRPORT TOTAL (BOTH MOWING AND TRIMMING)					$27,130.66
INVERNESS AIRPORT					
MOWING (PRICE PER ACRE)					
AREAS	TOTAL ACREAS	PRICE PER ACRE	TOTAL PRICE PER ACRE	CUTS PER YEAR	ANNUAL TOTAL PRICE PER CUT
Primary Area	28	$16.60	$464.80	10	$4,648.00
Secondary Area	114	$19.99	$2,278.86	4	$9,115.44
FBO/Hangers Areas	5.6	$99.99	$559.94	30	$16,798.32
SUB-TOTAL MOWING ANNUAL PRICE (ALL AREAS)					$30,561.76
TRIM (PRICE PER TRIM)					
AREAS	TOTAL TRIMS PER YEAR	COST PER TRIM			TOTAL ANNUAL PRICE PER TRIM
Primary Area	10	$84.29			$842.90
Secondary Area	4	$84.29			$337.16
FBO/Hangers Areas	30	$27.79			$833.70
Asphalt Edging	2	$300.00			$600.00
Hedge Trimming	4	$300.00			$1,200.00
SUB-TOTAL TRIMMING ANNUA					$3,813.76
INVERNESS AIRPORT TOTAL (BOTH MOWING AND TRIMMING)					$34,375.52
TOTAL BID COST FOR BOTH CRYSTAL RIVER & INVERNESS AIRPORT					$61,506.18

Attachment: ITB 21-014 AGENDA 3-9-21 (12525 : ITB 21-014 Mowing at Crystal River and Inverness Airports; Monk's Mowing & Tree Trimming,

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (M 1/22/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff-Williams Insurance 3501-A W. University Ave Gainesville FL 32607	**CONTACT NAME:** Deirdre Ivey **PHONE (A/C, No, Ext):** 352-371-7977 **FAX (A/C, No):** 352-505-2080 **E-MAIL ADDRESS:** Deirdre@mcgriffwilliams.com
	INSURER(S) AFFORDING COVERAGE — **NAIC #** **INSURER A :** Southern Owners Insurance — 10190
INSURED MONKMOW-01 Monk's Mowing And Tree Trimming LLC 7751 NW 147th Place Trenton FL 32693	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 839648699 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y	Y	78198498	1/21/2021	1/21/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					☐ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Citrus County Florida
3600 W. Soverign Path, Ste 266
Lecanto FL 34461

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Reid Fleming

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Attachment: ITB 21-014 AGENDA 3-9-21 (12525 : ITB 21-014 Mowing at Crystal River and Inverness Airports; Monk's Mowing & Tree Trimming,

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/22/2021

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PRODUCER StateFarm Tish P Oleksy Ins. Agency 4690 W Newberry Rd Gainesville, Fl 32607	CONTACT NAME: Jack Daly PHONE (A/C, No, Ext): 352-336-8474 FAX (A/C, No): E-MAIL ADDRESS: jack@gottish.com
INSURED Billy & Lilly Monk 7751 NW 147th PL. Trenton, FL 32693	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : State Farm Mutual Automobile Insurance Company — 25178 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	Y	D37 5099-B12-59E	08/15/2020	08/12/2021	COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$ 1,000,000
							BODILY INJURY (Per accident)	$ 1,000,000
							PROPERTY DAMAGE (Per accident)	$ 1,000,000
								$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

2006 Dodge Ram 1500 Pickup.

VIN: 3D7KR19D76G249044

CERTIFICATE HOLDER

Citrus County, Florida
3800 W Sovereign Path Ste 266
Lecanto, FL. 34461

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFOR THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED I ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Attachment: ITB 21-014 AGENDA 3-9-21 (12525 : ITB 21-014 Mowing at Crystal River and Inverness Airports; Monk's Mowing & Tree Trimming,

JIMMY PATRONIS
CHIEF FINANICAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

*** * CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW * ***

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 4/26/2019 **EXPIRATION DATE:** 4/25/2021

PERSON: BILLY R MONK **EMAIL:** PINKERD8@GMAIL.COM

FEIN: 834518158

BUSINESS NAME AND ADDRESS:

MONK'S MOWING AND TREE TRIMMING LLC

28 NE 525TH AVE

OLD TOWN, FL 32680

SCOPE OF BUSINESS OR TRADE:

Park NOC-All Employees &
Drivers

IMPORTANT: Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT REVISED 08-13 QUESTIONS? (850)413-1609

Attachment: ITB 21-014 AGENDA 3-9-21 (12525 : ITB 21-014 Mowing at Crystal River and Inverness Airports; Monk's Mowing & Tree Trimming,

AMBEST 2021 Monk's

State Farm Mutual Automobile Insurance Company

AMB #: 002479 **NAIC #: 25178** **FEIN #: 370533100**

Domiciliary Address
One State Farm Plaza
Bloomington, Illinois 61710 United States
Web: www.statefarm.com
Phone: 309-766-2311
Fax: 309-766-4655
AM Best Rating Unit: AMB #: 000088 - State Farm Group
Based on AM Best's analysis, 002479 - State Farm Mutual Automobile Ins Co is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Financial Strength Rating View Definition

Rating:	A++ (Superior)
Financial Size Category:	XV ($2 Billion or greater)
Outlook:	Stable
Action:	Affirmed
Effective Date:	August 14, 2020
Initial Rating Date:	June 30, 1927

Long-Term Issuer Credit Rating View Definition

Long-Term:	aa+ (Superior)
Outlook:	Stable
Action:	Affirmed
Effective Date:	August 14, 2020
Initial Rating Date:	June 11, 2007

Southern-Owners Insurance Company

AMB #: 011676 **NAIC #: 10190** **FEIN #: 593265407**

Mailing Address
P.O. Box 30660
Lansing, Michigan 48909-8160 United States
Web: www.auto-owners.com
Phone: 517-323-1200
Fax: 517-391-1901
AM Best Rating Unit: AMB #: 004354 - Auto-Owners Insurance Group
Based on AM Best's analysis, 000188 - Auto-Owners Insurance Company is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Financial Strength Rating View Definition

Rating:	A++ (Superior)
Affiliation Code:	g (Group)
Financial Size Category:	XV ($2 Billion or greater)
Outlook:	Stable
Action:	Affirmed
Effective Date:	December 10, 2020
Initial Rating Date:	July 31, 1995

Long-Term Issuer Credit Rating View Definition

Long-Term:	aa+ (Superior)
Outlook:	Stable
Action:	Affirmed
Effective Date:	December 10, 2020
Initial Rating Date:	May 30, 2007

Attachment: ITB 21-014 AGENDA 3-9-21 (12525 : ITB 21-014 Mowing at Crystal River and Inverness Airports; Monk's Mowing & Tree Trimming,

SERVICES AGREEMENT

This Services Agreement is entered into by the parties this _____ day of _____, 2021.

1.0 Parties:

Citrus County, Florida, a political subdivision of the State of Florida, (County).

and

Monk's Mowing & Tree Trimming, LLC, (Contractor).

2.0 Designated Contact Person as to County:	**3.0 Designated Contact Person as to Contractor**:
Quincy Wylupek, Project Manager Public Work Department/Engineering Division 300 W. Sovereign Path, Suite 241 Lecanto, Florida 34461 Phone: 352-527-5488 Fax: 352-527-5476 Email: quincy.wylupek@citrusbocc.com	Lilly Monk, Vice President Monk's Mowing & Tree Trimming, LLC 7751 NW 149th Place Trenton, Florida 32693 Phone: 352-440-1342 Fax: None Email: monksmowing@gmail.com

4.0 Notices: All notices between County and Contractor, as required under the Agreement, shall be by telephone, facsimile, e-mail, mail, or by personal delivery to the respective designated contact person identified above. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

5.0 Entire Agreement: This Agreement, and its associated Documents referenced herein, together with any executed Addenda, shall constitute the entire Agreement between Contractor and County (hereinafter referred to as the "Agreement"). In resolving conflicts, errors, discrepancies, and disputes concerning the scope of Services or other rights or obligations of the parties, precedence shall be given in the following order (1) a fully executed Addendum to this Agreement (later executed Addenda taking precedence over earlier dated Addenda), (2) provisions of this Agreement, (3) provisions of the Invitation to Bid, (4) provisions of Contractor's Bid, (5) provisions of the Purchase Order, and (6) provisions contained in any governmental regulation incorporated herein by reference. There are no understandings or agreements except as herein expressly stated.

6.0 Agreement Documents:

1. Exhibit "A" - Scope of Services
2. Exhibit "B" – Compensation/ Bid Form

7.0 Terms of Agreement and Commencement of Services: The duration of the Agreement shall begin February 23, 2021 for a period of three (3) years from the date that the Parties have executed the Agreement, with an option to renew for two (2) additional, one (1) year periods. The renewal option will be conditioned upon satisfactory performance by Contactor and will be subject to availability of funds. The renewal option can only be exercised through mutual agreement between County and Contractor. The date that Contractor shall commence the provision of Services shall be the date on which a Purchase Order and a Notice to Proceed is received by Contractor.

Attachment: ITB 21-014 AGENDA 3-9-21 (12525 : ITB 21-014 Mowing at Crystal River and Inverness Airports; Monk's Mowing & Tree Trimming,

8.0 Modification of Agreement: The Agreement may only be modified or amended upon mutual written agreement of County and Contractor. No oral agreements or representations shall be valid or binding upon County or Contractor. No alteration or modification of the Agreement terms, including substitution of product, shall be valid or binding against County. Contractor may not unilaterally modify the terms of the Agreement by affixing additional terms by incorporating such terms onto Contractor's documents forwarded by Contractor to County for payment. County's acceptance of product or processing of documentation on forms furnished by Contractor to County for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

9.0 Services Provided by Contractor: The Services to be provided by Contractor are summarized in Exhibit "A", attached to this Agreement. If County identifies any additional Services to be provided by Contractor that are not covered under the original Agreement, such additional services shall be made a part of this Agreement by a written Addendum.

10.0 Compensation to Contractor: Compensation to be paid to Contractor for the provision of the Services agreed to herein shall be per the unit pricing noted in Exhibit "B", attached to this Agreement. Contractor may request an increase in fees for any of the renewal term(s). The request to increase the fees must be made in writing to County supported by a detailed justification that warrants the requested increase. The request must be submitted at least ninety (90) calendar days prior to the anniversary date of the Agreement in order for a request to be considered by County. Such increase may be no greater than the annual consumer price index (CPI) or five percent (5%), whichever is less.

11.0 Payment of Payment Requests:

11.1 Payment Requests: Requests for payment for the provision of the Services provided under the Agreement shall be submitted no more frequently than once per month, unless stipulated differently in the Agreement. At a minimum, the payment requests shall include the Purchase Order Number, a description of the Services provided, and the amount of the payment request. All requests for payment shall be submitted in sufficient detail to demonstrate compliance with the terms of the Agreement and to allow for the proper pre-audit and post-audit thereof. Requests for payment that include travel expenses shall be in accordance with Section 112.061, Florida Statutes. County reserves the right to require any information from Contractor that County deems necessary to substantiate claims for remuneration. Upon receipt of Contractor's payment request, County will review such to ensure that it is in proper order, and that the Services covered under the payment request have been completed in accordance with this Agreement. If it is found that the payment request is not in proper order, or the Services covered under the payment request do not satisfy this Agreement, the payment request may be rejected.

11.2 Prompt Payment: County shall make payment of a payment request in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act" from the date which a payment request in proper order is recorded as received by County, for Services completed to the satisfaction of County.

11.3 Form of Request: If the payment request is not received in proper order, County may reject the payment request within ten (10) business days after the date on which the payment request is recorded as received by County. County shall provide Contractor with a written notification of the rejection specifying the deficiency and corrective measures necessary to make the payment request proper. Upon receipt of a payment request that corrects the deficiency, County shall make payment in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act".

11.4 Resolution of Payment Request Disputes: In the event of a dispute between Contractor and County concerning the full or partial payment of a payment request, such disagreement shall be finally determined by County. If the dispute between Contractor and County involves a portion of a payment request, the undisputed portion shall be paid by County in a timely manner, as long as the payment request for the undisputed portion is in proper order. Proceedings to resolve the dispute will be commenced within forty-five (45) business days after the date the payment request in dispute was recorded as being received by County and will be concluded by final decision of County within sixty (60) business days after the date on which the payment request was recorded as being received by County. Such procedures do not constitute an administrative proceeding that prohibits a court from deciding de novo any action arising out of the dispute.

11.5 Purchase Order: Although an Agreement will be executed by County and Contractor for the Services being purchased by County, a purchase order will also be issued to Contractor for the purpose of facilitating payment to Contractor. Except under an "emergency request", Contractor shall not provide any Services to

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County until Contractor has received a purchase order from County. Contractor shall be permitted to accept an order to provide Services under an emergency purchase without a purchase order; however such request from County must be transmitted to the Contractor via facsimile or e-mail. The written transmission order must be submitted with any payment request submitted by the Contractor for such emergency requests.

11.6 Payments to Subcontractors: When Contractor receives from County any payment for Services covered under the Agreement, Contractor must pay such moneys received to each subcontractor or supplier in proportion to the percentage of the Services completed by each subcontractor or supplier within ten (10) business days after Contractor's receipt of the payment. If Contractor receives less than full payment, then Contractor shall be required to disburse only the funds received on a pro rata basis to its subcontractors and suppliers, each receiving a prorated portion based on the amount due on the payment. If a subcontractor receives payment from Contractor for labor, services or materials furnished by subcontractors or suppliers hired by the subcontractor, the subcontractor must remit payment due to those subcontractors or suppliers within seven (7) business days after the subcontractor's receipt of payment from Contractor.

11.7 ACH Enrollment: All Contractors will be required to complete an "Authorization Agreement for ACH Credits Enrollment Form". Payments will be deposited directly into Contractor's bank account. This means there is no need to wait for the check to come in the mail, and eliminates the possibility of a lost check. The Clerk's Accounts Payable Department will provide confirmation via email when payments are transmitted, ensuring immediate notification.

12.0 Warranties:

12.1 Warranty of Ability to Perform: Contractor warrants that, to the best of its knowledge, there are no pending or threatened actions, proceedings, investigations, or any other legal or financial conditions, that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its obligations under the Agreement.

12.2 Warranty Against Defects in Workmanship: Contractor shall warrant its Services against defects in materials and workmanship for a minimum period of one (1) year from acceptance of the Services by County. Should any defects in materials or workmanship appear during the warranty period, Contractor shall replace the materials or equipment, or repair or re-do the service, immediately upon receipt of written notice from County, at no additional expense to County. Contractor shall warrant such replaced materials or equipment, or repaired or re-done Services, for a period of one (1) year after acceptance of such by County.

12.3 Warranty of Standard Care: In the performance of professional services, Contractor will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. Contractor will use due care in performing its Services and will have due regard for acceptable professional standards and principles. Contractor's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement. If any of the Services performed by Contractor do not comply with the foregoing warranties and County notifies Contractor of such, then Contractor shall (at its sole expense) promptly re-execute the nonconforming Services. All such re-performed Services shall be performed on a mutually agreed schedule. Contractor shall and does hereby assign to County the benefits of any of Contractor's subconsultant's or subcontractor's warranties. Such assignment shall not relieve Contractor of its warranty obligations for performance or standard of care to County under this Agreement.

12.4 Warranty of Title: Title to any work product furnished by Contractor under the Agreement shall pass to County to the extent of the payments made for such by County, or on the date that County accepts the completed Services of Contractor. When title passes to County in accordance with the Agreement, Contractor warrants that the work product furnished will be free and clear of all security interests, liens and encumbrances or claims of any party.

13.0 Public Records: Contractor will keep and maintain public records required by the County to perform the service. Upon request from the County's custodian of public records, Contractor will provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statues, or as otherwise provided by law. Contractor will ensure that the 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 the Agreement and following completion of the Agreement if Contractor does not transfer the records to the County. Upon completion of the Agreement, Contractor will transfer, at no cost, to the County all public records in possession of the Contractor

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or keep and maintain public records required by County to perform the service. If Contractor transfers all public records to County upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology system of the County. If Contractor does not comply with the County's request for public records, the County shall enforce the provisions of the Agreement in accordance with the terms of the Agreement and may cancel the Agreement.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT NANCY COLOGNA, CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; EMAIL: NANCY.COLOGNA@CITRUSBOCC.COM; PHONE: (352)527-5235.

14.0 Insurance: During the term of the Agreement, Contractor, at its sole expense, shall provide insurance of such a type and with such terms and limits as noted below. Providing and maintaining adequate insurance coverage is a material obligation of Contractor. Contractor shall provide County a certificate(s) of insurance, evidencing such coverage.

14.1 Minimum Insurance Requirements: Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors. The coverage's, limits or endorsements required herein protect the primary interests of County, and these coverage's, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect Contractor against any loss exposures, whether as a result of the Project or otherwise. The requirements contained herein, as well as County's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under a contract.

14.2 Commercial General Liability: Contractor must obtain an occurrence form policy for limits not less than $1,000,000 each occurrence, $1,000,000 products / completed operations each occurrence, $1,000,000 personal and advertising injury liability, $50,000 fire damage liability and $5,000 medical expense.

14.3 Automobile Liability: Contractor must obtain coverage for all for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident. In the event Contractor does not own vehicles, Contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

14.4 Workers Compensation and Employer's Liability:

14.4.1 Contractor must obtain Workers Compensation insurance with limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act. 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.

14.4.2 For any officer of a Contractor that has exempt status as an individual, the County requires proof of workers compensation insurance coverage for that contractor/employer/owner's employees. If the contractor/employer/owner or individual has applied for a workers compensation exemption, the County does not recognize this exemption to extend to the employees of the contractor/employer/owner.

14.4.3 The purpose of this section is to ensure that all contractors, subcontractors, sole proprietors, or business entities of any kind who contract with the County for provision of goods or services, provide workers compensation coverage for all employees, and principles of subcontractors, subcontractors, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

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14.5 Other Insurance Provisions:

14.5.1 Contractor shall provide a Certificate of Insurance to County with a thirty (30) day notice of cancellation and/or changes in policy language, and ten (10) day notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims made" or "occurrence" form. If any coverage is provided under a claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

14.5.2 The project's Bid number shall be noted on the certificate. **ITB 21-014**

14.5.3 All required insurance policies must be maintained until the contract work has been accepted by County.

14.5.4 Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees and volunteers are to be covered as an Additional Insured on all policies except Worker's Compensation. The coverage shall contain no special limitation on the scope of protection afforded to the County, its officials, employees or volunteers.

14.5.5 Contractor's insurance coverage shall be primary insurance as respects County, its officials, employees and volunteers. Any insurance or self-insurance maintained by County, its officials, employees or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

14.5.6 For all policies of insurance: Contractor and its insurance carrier waive all subrogation rights against County for all losses or damages that 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 General Liability policies to be endorsed with CG 24 04 Waiver of Transfer of Rights of Recovery Against Others to Us or similar endorsement, and a WC 00 0313 Waiver of Our Right to Recover from Others for Workers Compensation coverage.

14.5.7 The Certificate Holder should read as follows: Citrus County, Florida, political subdivision of the State of Florida, 3600 W. Sovereign Path, Lecanto, FL 34461.

14.5.8 It is Contractor's responsibility to insure that all subcontractors comply with these insurance requirements. Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each sub-contractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

14.5.9 All required insurance policies must be written with an insurance carrier having a minimum A.M. Best rating of A-.

14.5.10 All Certificates must show that the Contractor's policies have been endorsed per the requirements.

14.5.11 Once ALL paperwork is completed and received by the County, an email will be sent to Contractor requesting online registration with myCOI. It is critical that the County is provided with an accurate email address. The **cost to register is $19.95 per year** and a credit/debit card will be needed. Part of the registration process includes providing contact information for Contractor's insurance agent(s), which will be needed at the time of registration. Once registered, an email will be sent to the insurance agent(s) requesting them to upload a current Certificate of Insurance (COI) directly into the myCOI website. Certificates of Insurance cannot be mailed, emailed or faxed to County. Contractor will not be allowed to begin work and no payments will be made until registration is completed and a compliant Certificate of Insurance is received from Contractor's agent(s). **This is a yearly requirement for the duration of the Agreement.**

15.0 Indemnification: Contractor shall indemnify, save and hold harmless the County and all its officers, agents or employees from all causes of action, claims, demands, losses, liabilities and expenditures of any nature whatsoever, including defense costs and fees, caused by intentional or negligent acts of, or omissions of Contractor its subcontractors, agents or employees or accruing, resulting from, or related to the subject matter of this Agreement including without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. Neither Contractor, nor any of its agents will be liable under this section for damages arising out of injury or damage to persons or propert

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directly caused or resulting from the sole negligence of the County or any of its officers, agents or employees. In the event any lawsuit or other proceeding is brought against County by reason of any such claim, cause of action or demand, Contractor shall, upon written notice from County, resist and defend such lawsuit or proceeding by counsel satisfactory to County or, at County's option, pay for an attorney selected by County to defend County. This indemnification includes attorney's fees and all costs of litigation including appellate attorney's fees and costs as well as any judgments. The parties agree that this clause shall not waive the benefits or provisions of section 768.28, Florida Statutes, or any similar provision of law. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the County, any sums due Contractor under this Agreement may be retained by County until all of the County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by County.

16.0 Change Orders: County may at any time, as the need arises, order changes within the scope of the services without invalidating the Agreement. If such changes result in an increase or decrease in the Contract Price, or in the time required for performance of the Services, an equitable adjustment shall be authorized by way of a Change Order. County also may at any time, by issuing a Field Order, make changes in the details of the Services. Contractor shall proceed with the performance of any changes in the Services so ordered by County unless Contractor believes that such Field Order entitles it to a change in Contract Price or Time, or both, in which event Contractor shall give County written notice thereof within fifteen (15) calendar days after the receipt of the ordered change, and Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from County.

17.0 Termination of Agreement: Either party may terminate this Agreement by giving the other party thirty (30) days written notice. In the event of termination, County will be responsible for compensating Contractor only for those Services satisfactorily completed or partially completed up to the date of termination. Contractor shall not be entitled to compensation for loss of anticipated profit.

18.0 Licenses and Certifications: Contractor, or its sub-contractor(s), shall possess and maintain during the term of this Agreement any and all licenses required to perform the Services covered under this Agreement, as stipulated by the State of Florida and Citrus County Florida.

19.0 Additional Terms and Conditions:

19.1 Advertising: Subject to Chapter 119, Florida Statutes, Contractor shall not publicly disseminate any information concerning the Agreement without prior written approval from County, including, but not limited to mentioning the Agreement in a press release or other promotional material, identifying County as a reference, or otherwise linking Contractor's name and either a description of the Agreement or the name of County in any material published, either in print or electronically, to any entity that is not a party to the Agreement.

19.2 Assignment: Neither County nor Contractor shall sell, assign or transfer any of its rights, duties or obligations under the Agreement without the prior written consent of the other Party. In the event of any assignment, Contractor remains secondarily liable for performance of the Agreement, unless County expressly waives such secondary liability.

19.3 Bankruptcy or Insolvency: Contractor shall promptly notify County in writing of the filing of any voluntary or involuntary petition for bankruptcy and/or of any insolvency of Contractor or any of its subcontractors who are involved in the provision of the Services under this Agreement.

19.4 Compliance with Laws: Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Local, State and Federal agencies having jurisdiction and authority. These laws, shall include, but not be limited to, Chapter 287 of the Florida Statutes, the Uniform Commercial Code, the Immigration and Nationalization Act, the Americans with Disabilities Act, the United States Occupational Safety and Health Act, the United States Environmental Protection Agency, the State of Florida Department of Environmental Protection, Federal Aviation Administration and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, sexual orientation, gender identity or expression or veteran's status. Violation of such laws shall be grounds for termination of the Agreement.

19.5 Conflict of Interest: Contractor covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner of degree with the performance of the Services covered under this

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Agreement. Furthermore, Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor, and its subcontractors at any tier, certify that they have not entered into any contract, sub-contract, or arrangement in connection with the Project covered under this Agreement, or of any property included or planned to be included in the Project, in which any member, officer, of employee of Contractor or its subcontractors, during its tenure, or for two years thereafter, has any interest, direct or indirect. Contractor, and its subcontractors at any tier, shall insert the following provision into each of their contracts and sub-contracts:

"No member, officer, or employee of the sub-contractor, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."

19.6 Correction of Services: Contractor shall promptly remove from the premises all Services rejected by County for failure to comply with the Contract Documents, whether incorporated into the Project or not, and Contractor shall promptly replace and re-execute the Services in accordance with the Contract Documents, without additional expense to County, and shall bear the expense of making good all Services of other contractor's work destroyed or damaged by such removal or replacement. All removal and replacement of Services shall be done at Contractor's expense. If Contractor does not take action to remove such rejected Services within ten (10) calendar days after receipt of written notice from County, County may remove such Services on their own and store the materials at the expense of Contractor.

19.7 County Funds: If sufficient funding is not available for Contractor to complete the Services, County reserves the right to modify the terms and conditions of the Agreement to change the Scope of Services to reduce the cost to match any available funding. If such modifications to the Scope of Services are not feasible, or if funding has been totally exhausted prior to Contractor's completion of its Services, the Agreement shall be terminated on terms reasonably acceptable to both parties. Additionally, in accordance with Section 216.347, Florida Statutes, and as provided herein, Contractor may not expend any County funds for the purpose of lobbying the legislature, or local, state or federal agencies.

19.8 Debarment: Contractor certifies to the best of their knowledge and belief, that they and their principals 1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Municipal, County, State or Federal department or agency, 2) have not, within a three-year period preceding execution of this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property, 3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above, 4) have not within a three-year period preceding execution of this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default, and 5) will advise County immediately if their status changes and will provide an explanation for the change in status.

19.9 Discriminatory Vendor: Contractor certifies that they are not subject to Section 287.134 (2)(a) which specifies that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact business with public entity.

19.10 Disposal of Wastes: Contractor shall handle any waste materials generated in the performance of the Services in full compliance with all laws, regulations, and requirements of all governmental authorities and those of County. Contractor shall use only disposal facilities which have proper permits and are in full compliance with all Laws. Contractor agrees that County has the right to reject, for any reason, Contractor's use of any particular disposal facility.

19.11 Dispute Resolution: For any dispute concerning performance of the Agreement, which includes without limitation controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract

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modification or rescission, County shall attempt to reach a mutual agreement as to the settlement and resolution of the dispute with Contractor. Should a mutual agreement not be reached, County shall render a decision and reduce such to writing and serve a copy on Contractor. The decision shall be final and conclusive.

19.12 Documentation: All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived there from, will be considered works made for hire and will become the property of County upon expiration or termination of the Agreement without restriction or limitation on their use. Upon delivery to County of said document(s), County will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Contractor will not copyright any material and products or patent any invention developed under this Agreement. Copies of these documents are not to be sold or distributed to third parties without the written consent of County.

19.13 Drug Free Workplace: Contractor certifies that it has in place a Drug-Free Workplace Program in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 702-706).

19.14 Employees, Subcontractors and Agents: All Contractor employees, subcontractors, and agents performing any of the Services under the Agreement shall be properly trained to meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of certification or other proof of qualification. All employees, subcontractors, and agents of Contractor must comply with all security and administrative requirements of County. County may conduct, and Contractor shall cooperate in, a security background check or otherwise assess any employee, sub-contractor, and agent of Contractor. County may refuse access to, or require replacement of, any of Contractor's employee, subcontractor and agent for cause, including, but not limited to, technical or training qualifications, quality of services, change in security status, or non-compliance with County's security or other requirements. Such refusal shall not relieve Contractor of its obligation to perform all Services in compliance with the Agreement. County may reject and bar from any facility for cause any of Contractor's employees, subcontractors, or agents. County shall have the right to review and approve any sub-contractor used by Contractor. Contractor shall be fully responsible to County for the acts and omissions of its subcontractors, and persons directly or indirectly employed by them. It is Contractor's responsibility to ensure that their subcontractors are properly licensed to do business in the State of Florida and Citrus County, as required by law.

19.15 Environmental Issues: All notifications regarding environmental issues or requirements shall be sent immediately to County's Contact Person. Unless directed otherwise by County, Contractor is not to contact any local, state or federal governmental agencies concerning environmental issues involving the Project Site.

19.16 Equal Employment Opportunity: Contractor shall not discriminate on the basis of race, color, sex, age, national origin, religion, and disability or handicap in accordance with the Provisions of: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000 et seq.), Title VII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Florida Civil Rights Act of 1992 (§ 760.10 et seq.), Title 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375, Title 49 CFR 23 and Title 49 CFR 26 for Disadvantaged Business Enterprises, Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21 and Title 49 CFR 23, Nondiscrimination on the basis of handicap, Title 49 CFR 27, Americans with Disabilities Act of 1990 (42 U.S.C. 12102, et. seq.), Federal Fair Labor Standards Act (29 U.S.C. § 201, et seq.), and any other Federal and State discrimination statutes. Contractor shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed subcontractors as the State of Florida Department of Transportation, the Secretary of Labor, or County may require. The above shall be required of any sub-contractor hired by Contractor. All Equal Employment Opportunity requirements shall be included in all non-exempt sub-contracts entered into by Contractor. Sub-contracts entered into by Contractor shall also include all other applicable labor provisions. No sub-contract shall be awarded to any non-complying sub-contractor. Additionally, Contractor shall insert in its sub-contracts a clause requiring subcontractors to include these provisions in any lower tier sub-contracts that may in turn be made. Contractor shall comply with all state laws and local ordinances, except that any preferential consideration of local in-state subcontractors is NOT allowed.

19.17 E-Verification System: Contractor shall comply with the Executive order No. 12989 as amended, and Executive Order No. 11-116, and agrees to utilize the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of: (1) all persons employed by Contractor during the contract term to perform any duties within Florida, and; (2) all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

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19.18 Force Majeure Event: Neither party 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), act of God (excluding normal or seasonal weather conditions), war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

19.19 Governing Law and Venue: The Agreement shall be governed in accordance with the laws of the State of Florida. In the event of litigation with respect to the obligation of the parties to the Agreement, the jurisdiction and venue of such action shall be an appropriate State Court in Citrus County, Florida.

19.20 Governmental Restrictions: If Contractor believes that any governmental restrictions have been imposed that require alteration of the materials used, the quality, workmanship or performance of the Services offered under the Agreement, Contractor shall immediately notify County in writing, indicating the specific restriction. County reserves the right and the complete discretion to accept any such alteration or to cancel the Agreement at no further expense to County.

19.21 Immigration and Nationality Act: Contractor shall comply with all immigration laws as outlined in 8 USC § 1324a - Unlawful employment of aliens. County will not intentionally award County contracts to any Contractor who knowingly employs unauthorized Alien workers. Any violation of the employment provisions outlined in the Immigration and Nationality Act throughout the term of any Agreement with County may result in immediate termination of the Agreement. County will consider the employment of unauthorized aliens a violation of Section 274A (e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of the Agreement, by County, if Contractor knowingly employs unauthorized aliens.

19.22 Inspection, Performance, Supervision: County reserves the right to inspect the Services provided by Contractor, whether partially or fully completed, at any time, as deemed appropriate by County for the purpose of ensuring Contractor's performance under the Agreement. Such inspections performed by County, shall not be construed as a final approval of Contractor's Service, and shall not relieve Contractor from its obligations under the Agreement. County reserves the right to inspect, at any reasonable time with prior notice, Contractor's facilities to assess conformity of the provision of the Services with the Agreement requirements. County reserves the right to investigate or inspect, at any time, whether the provision of the Services complies with the Agreement requirements. Contractor shall at all times during the Agreement term remain responsive and responsible. Contractor must be prepared, if requested by County, to present evidence of experience, ability, and financial standing, as well as a statement as to capacity of Contractor for the performance of the provision of the Services covered under the Agreement. This paragraph shall not mean or imply that it is obligatory upon County to make an investigation either before or after award of the Agreement, but should County elect to do so, Contractor is not relieved from fulfilling all Agreement requirements. Contractor shall supervise and direct the performance of its Services and shall be solely responsible for the means, methods, techniques, sequences, and safety of construction. Contractor will employ and maintain at the Project Site a qualified supervisor or superintendent who shall have been designated in writing by Contractor as the Contractor's representative at the Project Site. The supervisor or superintendent shall have full authority to act on behalf of Contractor and all communications given to the supervisor or superintendent shall be as binding as if given directly to Contractor. The supervisor or superintendent shall be present on the Project Site at all times as required to perform adequate supervision and coordination of the Contractor's Services.

19.23 Lawful Claims and Demands: Should any outstanding claims by subcontractors or suppliers incurred in the performance of the Services materialize after County has made Payment to Contractor, Contractor will indemnify and save County harmless from such claims. Acceptance by Contractor of payment shall be and shall operate as a release to County of all claims and all liabilities to Contractor, other than claims in stated amounts as may be specifically excepted by Contractor for things done or furnished in connection with the provision of the Services, and for every act and neglect of County and others relating to or arising out of the provision of the

Attachment: ITB 21-014 AGENDA 3-9-21 (12525 : ITB 21-014 Mowing at Crystal River and Inverness Airports; Monk's Mowing & Tree Trimming,

Services covered under this Agreement. Any payment, whether final or otherwise, shall not release Contractor or his sureties from any obligations under the Agreement.

19.24 Lobbying: Contractor shall not, in connection with the Agreement, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any County officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any County officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, Services, employment, or contracts of any kind.

19.25 Local Preference / Workforce Labor: County believes that the hiring of workforce labor by contractors who County awards contracts to should, to the maximum extent, be citizens within its boundaries that are unemployed or seeking work for the first time. To that extent, County has agreed to notify CareerSource CLM of all awards involving construction and other types of services. CareerSource CLM is a local business-led organization that plans and coordinates quality employment and training services for businesses and individual career seekers in Citrus County. Contractor will be contacted by CareerSource CLM, to discuss hiring through its staff and services. Contractor's participation with CareerSource CLM is not required as a condition of award, but rather an opportunity for greater support for the community of Citrus County.

19.26 Materials, Services, and Facilities: It is understood that, except as otherwise specifically stated in the Contract Documents, Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Services within the specified time.

19.27 Non-Collusion: Contractor agrees that neither it, nor any of its officers, partners, agents or employees have entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of a free competitive solicitation in connection with this Agreement, and that Contractor intends to do the work with its own bona fide employees or subcontractors and has not provided a response for the benefit of another contractor. Furthermore, Contractor certifies that its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to submitting a response on any public contract.

19.28 Project Site Conditions: Contractor shall be deemed to have examined the Project Site, if applicable and to have secured full knowledge of all conditions under which the Services are to be executed and completed.

19.29 Protection of Persons: Contractor will be responsible for the safety of its employees and the employees of its subcontractors, during the provision of the Services. Contractor will be responsible for initiating, maintaining and supervising all safety programs in connection with the provision of the Services in accordance with applicable safety standards and regulations, as promulgated by the United States Occupational Safety and Health Act. Contractor shall report promptly to County any accident or unusual occurrence during performance of the Services, including personal injury or death to any Contractor employee, sub-contractor employee or any member of the public, or any damage to any of County's property, the Project Site, or adjacent property.

19.30 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

19.31 Relationship: Contractor is an independent contractor to County in the provision of the Services under this Agreement and is not an employee, agent, joint-venture, or partner of County.

Attachment: ITB 21-014 AGENDA 3-9-21 (12525 : ITB 21-014 Mowing at Crystal River and Inverness Airports; Monk's Mowing & Tree Trimming,

19.32 Risk of Loss: Until the Services have been accepted by County, risk of loss or damage to any materials, equipment, supplies or work product, whether partially or fully completed, that are associated with the Services shall remain with Contractor.

19.33 Schedules, Reports and Records: Contractor shall submit to County cost schedules, progress schedules, estimates, records, reports, and any other data, as related to the provision of the Services covered under the Agreement. Furthermore, County reserves the right to inspect and audit Contractor's books and records relating to the Agreement, when deemed appropriate by County. All schedules, reports and records of Contractor, as they relate to the Agreement, shall be retained by Contractor for a period of three (3) years from the date of final payment under the Agreement.

19.34 Security and Confidentiality: Contractor shall comply fully with all security procedures of County in the performance of the Agreement. Contractor shall not divulge to third parties any information obtained by Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of the provision of the Services without the written consent of County. However, Contractor shall be permitted to release information to third parties if such information is publicly available through no fault of Contractor, information that Contractor developed independently without relying on County's information, or information that is otherwise obtainable under State and Federal law as a public record. To insure confidentiality, Contractor shall take appropriate measures as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Agreement.

19.35 Severability: If a court deems any provision of the Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

19.36 Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive completion or termination of the Agreement for any reason.

19.37 Taxes: Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by Contractor in accordance with the laws and regulations of the State of Florida which are applicable to the provision of the Services under the Agreement. County will not pay for any personal property taxes levied on Contractor or for any taxes levied on Contractor's employees' wages. County is a political subdivision of the State of Florida and holds a State of Florida Sales Tax Exemption Certificate (No. 85-8012621778C-1). All purchases made by County directly from a dealer, distributor or manufacturer for materials, equipment or supplies ("direct purchase") instead of through the Contractor are exempt from sales, consumer, use and other similar taxes.

19.38 Waiver: The delay or failure by County to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of County's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude the County of any other or further exercise thereof or the exercise of any other right.

20.0 Authority: Each person signing the Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

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Attachment: ITB 21-014 AGENDA 3-9-21 (12525 : ITB 21-014 Mowing at Crystal River and Inverness Airports; Monk's Mowing & Tree Trimming,

IN WITNESS WHEREOF, this Agreement is accepted by the parties as of the date noted below.

MONK'S MOWING AND TREE TRIMMING, LLC

Damion Stubbs
Signature of Witness (1)

Damion Stubbs
Printed Name of Witness (1)

Sunshine Hudson
Signature of Witness (2)

Sunshine Hudson
Printed Name of Witness (2)

BY: Lilly Monk
LILLY MONK, VICE PRESIDENT

STATE OF Florida
COUNTY OF Levy

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 12th day of Jan., 2021, by Lilly Monk as _____ who is ☐ personally known to me or ☑ who produced Drivers License as identification.

Witness my hand and official seal this 12 day of Jan, 2021.

Official use only

Sunshine Hudson
NOTARY PUBLIC Signature
Printed Name: Sunshine Hudson
Commission No.: ~~03/2~~ GG 316603
Expiration Date: 03/27/2023

SEAL

Notary Public State of Florida
Sunshine Hudson
My Commission GG 316603
Expires 03/27/2023

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:

ANGELA VICK, CLERK

BY: _____
SCOTT CARNAHAN, CHAIRMAN

DATE: _____

Attachment: ITB 21-014 AGENDA 3-9-21 (12525 : ITB 21-014 Mowing at Crystal River and Inverness Airports; Monk's Mowing & Tree Trimming,

EXHIBIT "A"

SCOPE OF SERVICES

Detailed Specifications and Bid Information

Purpose and Intent

It is the intent of these specifications to cover the work involved with routine mowing and trimming of the Crystal River and Inverness Airports for the purpose of controlling vegetation growth adjacent to the runway and taxiways, along the perimeter fences, and other grassed areas. It is recognized and understood that the prime purpose of a runway is to provide a safe area for landing aircraft, and the prime purpose for grassed foreslopes, ditches, and back slopes is to control erosion and, secondly, to provide a stabilized recovery area. The Contractor is, therefore, responsible for proper procedures to assure the purpose of grassed areas is not jeopardized by his activities.

Grassed areas adjacent to both FBO offices, and hangars, are to be mowed on a more frequent basis. In these areas, the lawn is to be maintained in an aesthetically appealing manner, to provide a well-kept area for airport users.

Methods and Procedures

The number and size of mowers and power equipment used is at the Contractor's option. It is a requirement of these specifications, however, that the work required be performed in a timely fashion, and that the grassed areas be kept neat and reasonably clean.

Mowers shall be equipped with devices to curtail the discharge of objects from beneath the mower. Those devices may consist of chains or other methods that will, in the opinion of the Engineering Project Manager, tend to hold rocks, glass, and other potential projectiles under the mower housing. Tractors used to propel the mowers shall be rubber-tired such that the wheels will not penetrate the ground to such an extent as to create channels or ponding on shoulders and side slopes.

Mowing on steep slopes (3:1 or steeper) will not be required unless specified.

Mowing shall proceed from the edge of pavement outward except as may be otherwise approved by the Engineering Project Manager.

Care shall be taken as to not leave any mowing/weed-eating debris on the runways, taxiways, or aircraft aprons.

FBO/Hangars Areas:

Finish mowers shall be used and set at a mowing height of three inches (3"), unless specifically otherwise ordered by the Engineering Project Manager or his Representative. Mowing frequency in these areas shall be performed as noted in the Mowing Schedule, or as otherwise directed by the Engineering Project Manager or his Representative. To provide a pleasing appearance, the mowing of these areas shall include edging along sidewalks, trimming around trees, shrubs, fences and obstructions, trimming the hedges; and the walks and paved parking areas will be swept or blown; to the satisfaction of the Engineering Project Manager or his Representative. At the Crystal River Airport, the immediate FBO area will be raked, or by some other means, the pine needles and pinecones are to be picked up before mowing.

Primary Areas:

Mowers shall be set at a mowing height of four inches (4"), unless specifically otherwise ordered by the Engineering Project Manager or his Representative. These areas, as noted on the attached Mowing Area Exhibits, shall be mowed at the frequency noted in the Mowing Schedule, or as ordered by the Engineering Project Manager or his Representative. The Primary/Secondary lines, depicted on the attached Exhibits, along the runways and taxiways extend out 25 feet unless otherwise noted. The Contractor will also be required to trim around all light fixtures, signs, and fences as needed.

Attachment: ITB 21-014 AGENDA 3-9-21 (12525 : ITB 21-014 Mowing at Crystal River and Inverness Airports; Monk's Mowing & Tree Trimming,

As an alternative, the contractor may elect to apply herbicide to reduce the amount of trimming or decrease the frequency. It is understood that if the herbicide alternate is selected by the contractor, payment for trimming will be made as long as the herbicide is effective.

Secondary Areas:

Mowers shall be set at a mowing height of four inches (4"), unless specifically otherwise ordered by the Engineering Project Manager or his Representative. These areas, as noted on the attached Mowing Area Exhibits, shall be mowed four (4) times a year (see the Mowing Schedule below). The months given are for the purposes of planning and may be varied, dependent upon the rate of growth.

Additional Specifications are as follows:

1. Any one or more scheduled mowing's may be deleted if growth fails to reach the point where mowing is needed. The Engineering Project Manager or his Representative shall determine when mowing is to be performed.
2. Trimming or spraying is to be done around all windsocks and segmented circles at both airports at time of each primary mowing.
3. Vegetation is to be kept off all perimeter, AWOS, generator, and beacon fencing by spraying or mechanical means at time of each secondary mowing.
4. Trimming and/or spraying is to be done around all runway, taxiway and other lighting and signage at both airports at time of primary mowing, as needed.
5. The fenced in areas for the Automated Weather Observation Systems and generators at both airports, are to be trimmed or sprayed to eliminate all vegetation.
6. Retention ponds are to be mowed as designated when dry.
7. Where the perimeter fences go through wooded areas, a 10-foot wide area shall be mowed along the inside of the fence. Where the perimeter fence goes though wetlands, mowing shall occur up to the water's edge with rubber tire equipment.
8. Both sides of the Access Road (10 feet along the south side) along the north side of the Crystal River Airport are to be mowed at the time of each primary mowing.
9. Edging of the vegetation adjacent to the asphalt of the runways, taxiways and taxilanes, aprons, access road on north side of the Crystal River Airport, and parking lots, shall be performed two (2) times per year.
10. The Representative at each airport may with sufficient notice; cancel a scheduled mowing if he/she determines it is not needed.
11. Detailed invoices will be approved and signed by the designated Representative at each airport at the time o each mowing.

Bid Information

It is the County's intent to mow the areas shown on the attached "Mowing Area Exhibits" for each airport. Acreage were calculated using the CADD software and are reasonably accurate. If the Contractor questions the acreages, will be the Contractors responsibility to verify the acreages of grass to be mowed. It shall be the Bidder/Contractor' responsibility to inspect and verify the extent and conditions of the mowing areas prior to submitting bids.

Contractors shall completely fill out the Bid Form and submit a total price for both Airports. One Bid will b awarded for both Airports. The Contractor awarded the contract will be required to meet the attached Minimu Insurance Requirements.

County reserves the right to reject any Bid or portion, or to reduce the number of mowing's or trimmings, of any bi to meet budget constraints. County also reserves the right to increase or decrease the acres of mowing if needec on any Bid based on the per acre price submitted.

The Engineering Project Manager will approve all work or his Representative before payment is released to the Contractor.

Attachment: ITB 21-014 AGENDA 3-9-21 (12525 : ITB 21-014 Mowing at Crystal River and Inverness Airports; Monk's Mowing & Tree Trimming,

Mowing Schedule

Month	Primary	Secondary	FBO/Hangars	Asphalt Edging	Hedge Trimming
April	1		2		
May		1	3		
June	1		4	1	1
July	2	1	4		1
August	2	1	4		1
September	2	1	4	1	1
October	1		3		
November			2		
December			1		
January			1		
February			1		
March	1		1		
Total:	10	4	30	2	4

Attachment: ITB 21-014 AGENDA 3-9-21 (12525 : ITB 21-014 Mowing at Crystal River and Inverness Airports; Monk's Mowing & Tree Trimming,

EXHIBIT "B"

ITB 21-014
Mowing Inverness & Crystal River Airports

CRYSTAL RIVER AIRPORT		Monks Mowing & Tree Trimming LLC Trenton FL			
MOWING (PRICE PER ACRE)					
AREAS	TOTAL ACREAS	PRICE PER ACRE	TOTAL PRICE PER ACRE	CUTS PER YEAR	ANNUAL TOTAL PRICE PER CUT
Primary Area	45	$10.00	$450.00	10	$4,500.00
Secondary Area	60	$10.00	$600.00	4	$2,400.00
FBO/Hangers Areas	4	$10.00	$40.00	30	$1,200.00
SUB-TOTAL MOWING ANNUAL PRICE (ALL AREAS)					$8,100.00

TRIM (PRICE PER TRIM)			
AREAS	TOTAL TRIMS PER YEAR	COST PER TRIM	ANNUAL TOTAL PRICE PER TRIM
Primary Area	10	$72.10	$721.00
Secondary Area	4	$72.10	$288.40
FBO/Hangers Areas	30	$23.00	$690.00
Asphalt Edging	2	$74.00	$148.00
Hedge Trimming	4	$23.00	$92.00
SUB-TOTAL TRIMMING ANNUAL PRICE (ALL AREAS)			$1,939.40
CRYSTAL RIVER AIRPORT TOTAL (BOTH MOWING AND TRIMMING)			$10,039.40

INVERNESS AIRPORT					
MOWING (PRICE PER ACRE)					
AREAS	TOTAL ACREAS	PRICE PER ACRE	TOTAL PRICE PER ACRE	CUTS PER YEAR	ANNUAL TOTAL PRICE PER CUT
Primary Area	28	$10.00	$280.00	10	$2,800.00
Secondary Area	114	$10.00	$1,140.00	4	$4,560.00
FBO/Hangers Areas	5.6	$10.00	$56.00	30	$1,680.00
SUB-TOTAL MOWING ANNUAL PRICE (ALL AREAS)					$9,040.00

TRIM (PRICE PER TRIM)			
AREAS	TOTAL TRIMS PER YEAR	COST PER TRIM	TOTAL ANNUAL PRICE PER TRIM
Primary Area	10	$75.00	$750.00
Secondary Area	4	$75.00	$300.00
FBO/Hangers Areas	30	$24.50	$735.00
Asphalt Edging	2	$80.00	$160.00
Hedge Trimming	4	$24.50	$98.00
SUB-TOTAL TRIMMING ANNUAL PRICE (ALL AREA)			$2,043.00
INVERNESS AIRPORT TOTAL (BOTH MOWING AND TRIMMING)			$11,083.00
TOTAL BID COST FOR BOTH CRYSTAL RIVER & INVERNESS AIRPORT			$21,122.40

Attachment: ITB 21-014 AGENDA 3-9-21 (12525 : ITB 21-014 Mowing at Crystal River and Inverness Airports; Monk's Mowing & Tree Trimming,

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	ITB 21-036 Sewage Sludge Hauling Services; American Pipe & Tank, Inc
AGENDA DATE:	**March 09, 2021**

BRIEF OVERVIEW:

On December 20, 2020, Staff issued an Invitation to Bid ITB 21-036 Sewage Sludge Hauling Services to provide pumping, transportation, treatment and/or disposal of sludges and raw sewage from the County's wastewater treatment plants and collection systems in which staff received three (3) bid submittal's.

Staff desires to award ITB 21-036 Sewage Sludge Hauling Services to American Pipe & Tank, Inc. as the lowest and most responsive bidder.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance*
9000-53426	Sludge Remo	$400,000	$117,381	$189,852	$92,767

Citrus Co Utilities Sludge Removal

*available balance after a $260,000 encumbrance amount was completed for FY 20/21

RECOMMENDED ACTION:

Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and American Pipe & Tank, Inc. to provide Sewage Sludge Hauling Services throughout the County.

DocuSign Envelope ID: EBB49BB3-06A5-4916-926F-42D5C451AF6A

PROCUREMENT AUTHORIZATION FORM

FOR PURCHASES IN EXCESS OF $ 25,000

Only complete the sections that apply and leave the rest blank. The last two pages are only if requesting an RFP/RFI/RFQ. Once completed in Docusign, send to requested staff that electronic signature is required.

(USE THE TAB KEY TO MOVE BETWEEN FIELDS)

NAME OF PROJECT: Sewer Sludge Hauling Services
(Two lines maximum)

DEPARTMENT / DIVISION: Water Resources/Utilities

ACCOUNT NUMBER: 9000
(Four lines maximum)

BUDGET AMOUNT: $275,000.00

FINANCING REQUIRED: YES [ ] NO [X] **GRANT FUNDED:** YES [ ] NO [X]

DESCRIPTION OF COMMODITY / SERVICE / PROJECT AND JUSTIFICATION FOR EXPENDITURE:

REQUESTOR (SIGNATURE) DocuSigned by: Ron Kurtz 205CDEEE901D427... **DATE** 12/4/2020 | 3:46:41 PM E

REQUESTOR (PRINT NAME) Ron Kurtz **DATE** 12/4/2020 | 3:46:41 PM E

DIVISION DIRECTOR DocuSigned by: Gary Loggins 2395B218E7B046D... **DATE** 12/7/2020 | 7:57:58 AM E

DEPARTMENT DIRECTOR DocuSigned by: Ken Cheek 551AF3D140DC4F6... **DATE** 12/7/2020 | 8:02:53 AM E

MANAGEMENT & BUDGET DIRECTOR DocuSigned by: Colleen Scott 2F545E3B682A4A7... **DATE** 12/7/2020 | 10:20:51 AM

Attachment: ITB 21-036 AGENDA 3-9-2021 (12529 : ITB 21-036 Sewage Sludge Hauling Services; American Pipe & Tank, Inc)

ITB 21-036 Sewage Sludge Hauling Services	Bid Form Price
Aable Septic Services, Inc.	**$ 240,000.00**
American Pipe & Tank, Inc. Ocala FL	**$ 143,500.00**
Advanced Septic, LLC	**$ 225,000.00**

Attachment: ITB 21-036 AGENDA 3-9-2021 (12529 : ITB 21-036 Sewage Sludge Hauling Services; American Pipe & Tank, Inc)

BID FORM
SCHEDULE of VALUES

Thursday, January 21, 2021

ITB 21-036
Sewage Sludge Hauling Services

Bid Item No.	Description	EST. QTY.	UNIT	Aable Septic Services, Inc. UNIT PRICE	Aable Septic Services, Inc. EXTENDED PRICE
1 *	Cost to pump, transport, treat(stabilize) and dispose of untreated sewage, septic, and/or collections system debris during normal working hours	1	1000 Gallons	$130.00	$130.00
2 *	Cost to pump and transport untreated sewage or septic to a county waste water facility	1	1000 Gallons	$90.00	$90.00
3	Surcharge for performing items #1 and #2 during off hours or on an emergency basis	1	Per 1000 Gallons	$60.00	$60.00
4 *	Cost to pump, transport, treat(stabilize) and dispose of waste water treatment plant residuals	1	1000 Gallons	$130.00	$130.00
5 *	Cost to pump, transport and dispose of treated (stabilized) waster water treatment plant residuals (sludge)	1	1000 Gallons	$130.00	$130.00
6	Surcharge for performing items #4 and #5 during off hours or on an emergency basis	1	Per 1000 Gallons	$60.00	$60.00
7	Cost per hour of Jet Truck Services	1	hour	$215.00	$215.00
8	Surcharge for performing item #7 during off hours, or on an emergency basis	1	hour	$60.00	$60.00
9	Cost per foot to video water or sewer mains and laterals and submit video recordings with footages.	50	foot	$1.50	$75.00
10	Cost per load to supply 18-yard dump truck and driver to haul dewatered sludge to the Citrus County Landfill (do not include tipping fees in pricing)	1	Load	$250.00	$250.00
11	Cost per load to supply roll off transport truck and driver to haul 30-yard sludge dewater boxes to Citrus County Landfill (do not include tipping fees)	1	Load	$250.00	$250.00
12	Cost to pump, transport and dump partially treated residuals between facilities	1	1000 Gallons	$90.00	$90.00
	Add items 1 thru 12 extended costs =Total Bid Cost				$1,540.00
*(ADD) Item #1 + Item # 2 + Item # 4 + Item # 5 (multiply by) X 500,000 (gallons) (Divided by) / 1000 (gallons).		Low Bid Cost		$240,000.00	

Attachment: ITB 21-036 AGENDA 3-9-2021 (12529 : ITB 21-036 Sewage Sludge Hauling Services; American Pipe & Tank, Inc)

BID FORM
SCHEDULE of VALUES

Thursday, January 21, 2021

ITB 21-036
Sewage Sludge Hauling Services

Bid Item No.	Description	EST. QTY.	UNIT	American Pipe & Tank, Inc. Ocala FL UNIT PRICE	EXTENDED PRICE
1 *	Cost to pump, transport, treat(stabilize) and dispose of untreated sewage, septic, and/or collections system debris during normal working hours	1	1000 Gallons	$0.00	$0.00
2 *	Cost to pump and transport untreated sewage or septic to a county waste water facility	1	1000 Gallons	$20.00	$20.00
3	Surcharge for performing items #1 and #2 during off hours or on an emergency basis	1	Per 1000 Gallons	$60.00	$60.00
4 *	Cost to pump, transport, treat(stabilize) and dispose of waste water treatment plant residuals	1	1000 Gallons	$147.00	$147.00
5 *	Cost to pump, transport and dispose of treated (stabilized) waster water treatment plant residuals (sludge)	1	1000 Gallons	$120.00	$120.00
6	Surcharge for performing items #4 and #5 during off hours or on an emergency basis	1	Per 1000 Gallons	$60.00	$60.00
7	Cost per hour of Jet Truck Services	1	hour	$275.00	$275.00
8	Surcharge for performing item #7 during off hours, or on an emergency basis	1	hour	$50.00	$50.00
9	Cost per foot to video water or sewer mains and laterals and submit video recordings with footages.	50	foot	$2.00	$100.00
10	Cost per load to supply 18-yard dump truck and driver to haul dewatered sludge to the Citrus County Landfill (do not include tipping fees in pricing)	1	Load	$325.00	$325.00
11	Cost per load to supply roll off transport truck and driver to haul 30-yard sludge dewater boxes to Citrus County Landfill (do not include tipping fees)	1	Load	$325.00	$325.00
12	Cost to pump, transport and dump partially treated residuals between facilities	1	1000 Gallons	$70.00	$70.00
	Add items 1 thru 12 extended costs =Total Bid Cost				$1,552.00
*(ADD) Item #1 + Item # 2 + Item # 4 + Item # 5 (multiply by) X 500,000 (gallons) (Divided by) / 1000 (gallons).		Low Bid Cost		$143,500.00	

Attachment: ITB 21-036 AGENDA 3-9-2021 (12529 : ITB 21-036 Sewage Sludge Hauling Services; American Pipe & Tank, Inc)

BID FORM
SCHEDULE of VALUES

Thursday, January 21, 2021

ITB 21-036
Sewage Sludge Hauling Services

Bid Item No.	Description	EST. QTY.	UNIT	Advanced Septic, LLC UNIT PRICE	Advanced Septic, LLC EXTENDED PRICE
1 *	Cost to pump, transport, treat(stabilize) and dispose of untreated sewage, septic, and/or collections system debris during normal working hours	1	1000 Gallons	$120.00	$120.00
2 *	Cost to pump and transport untreated sewage or septic to a county waste water facility	1	1000 Gallons	$90.00	$90.00
3	Surcharge for performing items #1 and #2 during off hours or on an emergency basis	1	Per 1000 Gallons	$100.00	$100.00
4 *	Cost to pump, transport, treat(stabilize) and dispose of waste water treatment plant residuals	1	1000 Gallons	$140.00	$140.00
5 *	Cost to pump, transport and dispose of treated (stabilized) waster water treatment plant residuals (sludge)	1	1000 Gallons	$100.00	$100.00
6	Surcharge for performing items #4 and #5 during off hours or on an emergency basis	1	Per 1000 Gallons	$100.00	$100.00
7	Cost per hour of Jet Truck Services	1	hour	$175.00	$175.00
8	Surcharge for performing item #7 during off hours, or on an emergency basis	1	hour	$200.00	$200.00
9	Cost per foot to video water or sewer mains and laterals and submit video recordings with footages.	50	foot	$12.00	$600.00
10	Cost per load to supply 18-yard dump truck and driver to haul dewatered sludge to the Citrus County Landfill (do not include tipping fees in pricing)	1	Load	$235.00	$235.00
11	Cost per load to supply roll off transport truck and driver to haul 30-yard sludge dewater boxes to Citrus County Landfill (do not include tipping fees)	1	Load	$235.00	$235.00
12	Cost to pump, transport and dump partially treated residuals between facilities	1	1000 Gallons	$90.00	$90.00
	Add items 1 thru 12 extended costs =Total Bid Cost				$2,185.00
*(ADD) Item #1 + Item # 2 + Item # 4 + Item # 5 (multiply by) X 500,000 (gallons) (Divided by) / 1000 (gallons).			Low Bid Cost	$225,000.00	

Attachment: ITB 21-036 AGENDA 3-9-2021 (12529 : ITB 21-036 Sewage Sludge Hauling Services; American Pipe & Tank, Inc)

Board of County Commissioners
DEPARTMENT OF WATER RESOURCES
Utilities Division
3600 W Sovereign Path Suit 291
Lecanto, Florida 34461-9014
Telephone: (352) 527-7650 Fax: (352) 527-7644
Citrus Springs/Dunnellon/Inglis/Yankeetown area - Toll Free (352) 489-2120
TTY Telephone: (352) 527-5312
www.bocc.citrus.fl.us

MEMORANDUM

To: Linda Morse, Purchasing Manager, Department of Management & Budget

From: Gary Loggins, Director of Operation, Utilities Division

Date: January 26th, 2021

RE: **ITB 21-036 Sewage Sludge Hauling Services Bid Contract Award**

We have reviewed the bids received on January 21st, 2021 for ITB 21-036 Sewage Sludge Hauling Services of Utilities wastewater and lift stations. Based on our review, we are recommending that the contract be awarded to American Pipe and Tank Inc. Who were the lowest responsive bidder to perform the work outlined in the bid for Citrus County Utilities Division.

Thank you in advance for your consideration.

Cc: Ron Kurtz, Plant Operations Manager, Utilities Division
Victor Lebron, Field Operations Manager, Utilities Division

Attachment: ITB 21-036 AGENDA 3-9-2021 (12529 : ITB 21-036 Sewage Sludge Hauling Services; American Pipe & Tank, Inc)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/23/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Acentria Insurance - Ocala
420 SE 8th St
Ocala FL 34471

CONTACT NAME: Rochelle McAllister
PHONE (A/C, No, Ext): 352-433-0153
FAX (A/C, No): 352-433-1982
E-MAIL ADDRESS: Rochelle.McAllister@Acentria.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Southern-Owners Insurance Company	10190
INSURER B : Owners Insurance Company	32700
INSURER C : Bridgefield Employers Insurance Company	10701
INSURER D : Auto-Owners Insurance Company	18988
INSURER E :	
INSURER F :	

INSURED
American Pipe & Tank, Inc.
418 Cypress Rd
Ocala FL 34472-3106

AMERPIP-01

COVERAGES **CERTIFICATE NUMBER:** 1397543872 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			78643950	11/17/2020	11/17/2021	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER							$
B	AUTOMOBILE LIABILITY			4478558702	11/17/2020	11/17/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							PIP	$ 10,000
D	X UMBRELLA LIAB X OCCUR			4478558701	11/17/2020	11/17/2021	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			83038596	12/10/2020	12/10/2021	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E L EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH)						E L DISEASE - EA EMPLOYEE	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L DISEASE - POLICY LIMIT	$ 1,000,000
A	Inland Marine			78643950	11/17/2020	11/17/2021	Rental Equiptment $95,000/Special Form	$1,000 Ded

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is listed as additional insured and waiver of subrogation on the general liability and auto workers comp has waiver of subrogation for certificate holder

CERTIFICATE HOLDER

Citrus County, Florida / Political subdivision of the State of Florida
3600 W. Sovereign Path,
Suite 180
Lecanto FL 34461

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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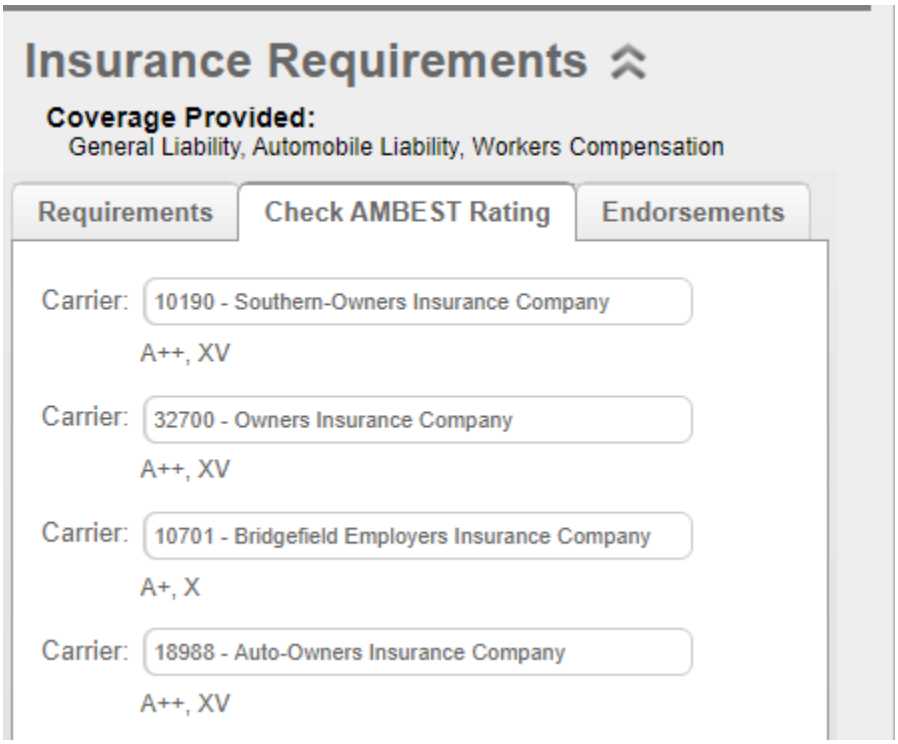
Attachment: ITB 21-036 AGENDA 3-9-2021 (12529 : ITB 21-036 Sewage Sludge Hauling Services; American Pipe & Tank, Inc)

AMBEST 11-2021 American Pipe & Tank Inc.



Attachment: ITB 21-036 AGENDA 3-9-2021 (12529 : ITB 21-036 Sewage Sludge Hauling Services; American Pipe & Tank, Inc)

SERVICES AGREEMENT

This Services Agreement is entered into by the parties this _____ day of _____, 2021.

1.0 Parties:

Citrus County, Florida, a political subdivision of the State of Florida, (County).

and

American Pipe & Tank, Inc., (Contractor).

2.0 Designated Contact Person as to County:	**3.0 Designated Contact Person as to Contractor**:
Gary Loggins Utility Operations Division Director 3600 W Sovereign Path Suite 292 Lecanto, Florida 34461 Phone: 352-527-7641 Fax: 352-527-7676 Email: Gary.loggins@citrusbocc.com	George S. Conomos, President American Pipe & Tank, Inc. 418 Cypress Road Ocala Florida Phone: 352-687-4281 Fax: 352-687-1129 Email: Office@americanpipeandtankinc.com

4.0 Notices: All notices between County and Contractor, as required under the Agreement, shall be by telephone, facsimile, e-mail, mail, or by personal delivery to the respective designated contact person identified above. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

5.0 Entire Agreement: This Agreement, and its associated Documents referenced herein, together with any executed Addenda, shall constitute the entire Agreement between Contractor and County (hereinafter referred to as the "Agreement"). In resolving conflicts, errors, discrepancies, and disputes concerning the scope of Services or other rights or obligations of the parties, precedence shall be given in the following order (1) a fully executed Addendum to this Agreement (later executed Addenda taking precedence over earlier dated Addenda), (2) provisions of this Agreement, (3) provisions of the Invitation to Bid, (4) provisions of Contractor's Bid, (5) provisions of the Purchase Order, and (6) provisions contained in any governmental regulation incorporated herein by reference. There are no understandings or agreements except as herein expressly stated.

6.0 Agreement Documents:

1. Exhibit "A" - Scope of Services
2. Exhibit "B" – Bid Form

7.0 Terms of Agreement and Commencement of Services: The duration of the Agreement shall be for a period of three (3) years from the date that the Parties have executed the Agreement, with an option to renew for one (1) additional, two (2) year period. The renewal option will be conditioned upon satisfactory performance by Contactor and will be subject to availability of funds. The renewal option can only be exercised through mutual agreement between County and Contractor. The date that Contractor shall commence the provision of Services shall be the date on which a Purchase Order and a Notice to Proceed is received by Contractor.

Attachment: ITB 21-036 AGENDA 3-9-2021 (12529 : ITB 21-036 Sewage Sludge Hauling Services; American Pipe & Tank, Inc)

8.0 Modification of Agreement: The Agreement may only be modified or amended upon mutual written agreement of County and Contractor. No oral agreements or representations shall be valid or binding upon County or Contractor. No alteration or modification of the Agreement terms, including substitution of product, shall be valid or binding against County. Contractor may not unilaterally modify the terms of the Agreement by affixing additional terms by incorporating such terms onto Contractor's documents forwarded by Contractor to County for payment. County's acceptance of product or processing of documentation on forms furnished by Contractor to County for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

9.0 Services Provided by Contractor: The Services to be provided by Contractor are summarized in Exhibit "A", attached to this Agreement. If County identifies any additional Services to be provided by Contractor that are not covered under the original Agreement, such additional services shall be made a part of this Agreement by a written Addendum.

10.0 Compensation to Contractor: Compensation to be paid to Contractor for the provision of the Services agreed to herein shall be per the unit pricing noted in Exhibit "B", attached to this Agreement. Contractor may request an increase in fees for any of the renewal term(s). The request to increase the fees must be made in writing to County supported by a detailed justification that warrants the requested increase. The request must be submitted at least sixty (60) calendar days prior to the anniversary date of the Agreement in order for a request to be considered by County. Such increase may be no greater than the annual consumer price index (CPI) or five percent (5%), whichever is less.

10.1 During the life of the Agreement, if circumstances (e.g.fuel costs) arise beyond the Contractor's control creating a need for a price adjustment, the Contractor may submit a request for such adjustment. Requests may only be submitted once per calendar year and will be considered a temporary adjustment. Temporary shall mean price adjustments are monitored in association with market fluctuations. All price adjustments are subject to Board approval. If approved, price adjustments would only be in effect until reasonable market stability has occurred. At that time, all pricing would revert to original contract pricing.

11.0 Payment of Payment Requests:

11.1 Payment Requests: Requests for payment for the provision of the Services provided under the Agreement shall be submitted no more frequently than once per month, unless stipulated differently in the Agreement. At a minimum, the payment requests shall include the Purchase Order Number, a description of the Services provided, and the amount of the payment request. All requests for payment shall be submitted in sufficient detail to demonstrate compliance with the terms of the Agreement and to allow for the proper pre-audit and post-audit thereof. Requests for payment that include travel expenses shall be in accordance with Section 112.061, Florida Statutes. County reserves the right to require any information from Contractor that County deems necessary to substantiate claims for remuneration. Upon receipt of Contractor's payment request, County will review such to ensure that it is in proper order, and that the Services covered under the payment request have been completed in accordance with this Agreement. If it is found that the payment request is not in proper order, or the Services covered under the payment request do not satisfy this Agreement, the payment request may be rejected.

11.2 Prompt Payment: County shall make payment of a payment request in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act" from the date which a payment request in proper order is recorded as received by County, for Services completed to the satisfaction of County.

11.3 Form of Request: If the payment request is not received in proper order, County may reject the payment request within ten (10) business days after the date on which the payment request is recorded as received by County. County shall provide Contractor with a written notification of the rejection specifying the deficiency and corrective measures necessary to make the payment request proper. Upon receipt of a payment request that corrects the deficiency, County shall make payment in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act".

11.4 Resolution of Payment Request Disputes: In the event of a dispute between Contractor and County concerning the full or partial payment of a payment request, such disagreement shall be finally

Attachment: ITB 21-036 AGENDA 3-9-2021 (12529 : ITB 21-036 Sewage Sludge Hauling Services; American Pipe & Tank, Inc)

determined by County. If the dispute between Contractor and County involves a portion of a payment request, the undisputed portion shall be paid by County in a timely manner, as long as the payment request for the undisputed portion is in proper order. Proceedings to resolve the dispute will be commenced within forty-five (45) business days after the date the payment request in dispute was recorded as being received by County and will be concluded by final decision of County within sixty (60) business days after the date on which the payment request was recorded as being received by County. Such procedures do not constitute an administrative proceeding that prohibits a court from deciding de novo any action arising out of the dispute.

11.5 Purchase Order: Although an Agreement will be executed by County and Contractor for the Services being purchased by County, a purchase order will also be issued to Contractor for the purpose of facilitating payment to Contractor. Except under an "emergency request", Contractor shall not provide any Services to County until Contractor has received a purchase order from County. Contractor shall be permitted to accept an order to provide Services under an emergency purchase without a purchase order; however such request from County must be transmitted to the Contractor via facsimile or e-mail. The written transmission order must be submitted with any payment request submitted by the Contractor for such emergency requests.

11.6 Payments to Subcontractors: When Contractor receives from County any payment for Services covered under the Agreement, Contractor must pay such moneys received to each subcontractor or supplier in proportion to the percentage of the Services completed by each subcontractor or supplier within ten (10) business days after Contractor's receipt of the payment. If Contractor receives less than full payment, then Contractor shall be required to disburse only the funds received on a pro rata basis to its subcontractors and suppliers, each receiving a prorated portion based on the amount due on the payment. If a subcontractor receives payment from Contractor for labor, services or materials furnished by subcontractors or suppliers hired by the subcontractor, the subcontractor must remit payment due to those subcontractors or suppliers within seven (7) business days after the subcontractor's receipt of payment from Contractor.

11.7 ACH Enrollment: All Contractors will be required to complete an "Authorization Agreement for ACH Credits Enrollment Form". Payments will be deposited directly into Contractor's bank account. This means there is no need to wait for the check to come in the mail, and eliminates the possibility of a lost check. The Clerk's Accounts Payable Department will provide confirmation via email when payments are transmitted, ensuring immediate notification.

12.0 Warranties:

12.1 Warranty of Ability to Perform: Contractor warrants that, to the best of its knowledge, there are no pending or threatened actions, proceedings, investigations, or any other legal or financial conditions, that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its obligations under the Agreement.

12.2 Warranty Against Defects in Workmanship: Contractor shall warrant its Services against defects in materials and workmanship for a minimum period of one (1) year from acceptance of the Services by County. Should any defects in materials or workmanship appear during the warranty period, Contractor shall replace the materials or equipment, or repair or re-do the service, immediately upon receipt of written notice from County, at no additional expense to County. Contractor shall warrant such replaced materials or equipment, or repaired or re-done Services, for a period of one (1) year after acceptance of such by County.

12.3 Warranty of Standard Care: In the performance of professional services, Contractor will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. Contractor will use due care in performing its Services and will have due regard for acceptable professional standards and principles. Contractor's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement. If any of the Services performed by Contractor do not comply with the foregoing warranties and County notifies Contractor of such, then Contractor shall (at its sole expense) promptly re-execute the nonconforming Services. All such re-performed Services shall be performed on a mutually agreed schedule. Contractor shall and does hereby assign to County the benefits of any of Contractor's

Attachment: ITB 21-036 AGENDA 3-9-2021 (12529 : ITB 21-036 Sewage Sludge Hauling Services; American Pipe & Tank, Inc)

subconsultant's or subcontractor's warranties. Such assignment shall not relieve Contractor of its warranty obligations for performance or standard of care to County under this Agreement.

12.4 Warranty of Title: Title to any work product furnished by Contractor under the Agreement shall pass to County to the extent of the payments made for such by County, or on the date that County accepts the completed Services of Contractor. When title passes to County in accordance with the Agreement, Contractor warrants that the work product furnished will be free and clear of all security interests, liens and encumbrances or claims of any party.

13.0 Public Records: Contractor will keep and maintain public records required by the County to perform the service. Upon request from the County's custodian of public records, Contractor will provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statues, or as otherwise provided by law. Contractor will ensure that the 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 the Agreement and following completion of the Agreement if Contractor does not transfer the records to the County. Upon completion of the Agreement, Contractor will transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by County to perform the service. If Contractor transfers all public records to County upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology system of the County. If Contractor does not comply with the County's request for public records, the County shall enforce the provisions of the Agreement in accordance with the terms of the Agreement and may cancel the Agreement.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT NANCY COLOGNA, CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; EMAIL: NANCY.COLOGNA@CITRUSBOCC.COM; PHONE: (352)527-5235.

14.0 Insurance: During the term of the Agreement, Contractor, at its sole expense, shall provide insurance of such a type and with such terms and limits as noted below. Providing and maintaining adequate insurance coverage is a material obligation of Contractor. Contractor shall provide County a certificate(s) of insurance, evidencing such coverage.

14.1 Minimum Insurance Requirements: Contractor shall procure and maintain for the duration of the **contract insurance against claims for injuries to** persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors. The coverage's, limits or endorsements required herein protect the primary interests of County, and these coverage's, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect Contractor against any loss exposures, whether as a result of the Project or otherwise. The requirements contained herein, as well as County's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under a contract.

14.2 Commercial General Liability: Contractor must obtain an occurrence form policy for limits not less than $1,000,000 each occurrence, $1,000,000 products / completed operations each occurrence, $1,000,000 personal and advertising injury liability, $50,000 fire damage liability and $5,000 medical expense.

14.3 Automobile Liability: Contractor must obtain coverage for all for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident. In the event Contractor does not own vehicles, Contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied

Attachment: ITB 21-036 AGENDA 3-9-2021 (12529 : ITB 21-036 Sewage Sludge Hauling Services; American Pipe & Tank, Inc)

by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

14.4 Workers Compensation and Employer's Liability:

14.4.1 Contractor must obtain Workers: Compensation insurance with limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act. 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.

14.4.2 For any officer of a Contractor that has exempt status as an individual, the County requires proof of workers compensation insurance coverage for that contractor/employer/owner's employees. If the contractor/employer/owner or individual has applied for a workers compensation exemption, the County does not recognize this exemption to extend to the employees of the contractor/employer/owner.

14.4.3 The purpose of this section is to ensure that all contractors, subcontractors, sole proprietors, or business entities of any kind who contract with the County for provision of goods or services, provide workers compensation coverage for all employees, and principles of subcontractors, subcontractors, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

14.5 Pollution Liability (if Applicable):

14.5.1 Pollution Liability must be afforded for Bodily Injury and Property Damage of not less than $1,000,000 each claim.

14.5.2 When this contract includes the pick-up, transportation and /or disposal of hazardous wastes as governed under title 40 or 49 of the Code of Federal Regulations, the transporter's Automobile Insurance shall be endorsed to include the ICC Form MSC90 (Motor Carrier Act of 1980) and the ISO Form CA 9948 (Pollution Liability-Broadened Coverage for Covered Autos-Business Auto and Truckers Coverage Forms).

14.6 Other Insurance Provisions:

14.6.1 Contractor shall provide a Certificate of Insurance to County with a thirty (30) day notice of cancellation and/or changes in policy language, and ten (10) day notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims made" or "occurrence" form. If any coverage is provided under a claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

14.6.2 The project's bid number shall be noted on the certificate. **ITB 21-036**

14.6.3 All required insurance policies must be maintained until the contract work has been accepted by County.

14.6.4 Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees and volunteers are to be covered as an Additional Insured on all policies except Worker's Compensation. The coverage shall contain no special limitation on the scope of protection afforded to the County, its officials, employees or volunteers.

14.6.5 Contractor's insurance coverage shall be primary insurance as respects County, its officials, employees and volunteers. Any insurance or self-insurance maintained by County, its officials, employees or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

14.6.6 For all policies of insurance: Contractor and its insurance carrier waive all subrogation rights against County for all losses or damages that 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

Attachment: ITB 21-036 AGENDA 3-9-2021 (12529 : ITB 21-036 Sewage Sludge Hauling Services; American Pipe & Tank, Inc)

requires General Liability policies to be endorsed with CG 24 04 Waiver of Transfer of Rights of Recovery Against Others to Us or similar endorsement, and a WC 00 0313 Waiver of Our Right to Recover from Others for Workers Compensation coverage.

14.6.7 The Certificate Holder should read as follows: Citrus County, Florida, political subdivision of the State of Florida, 3600 W. Sovereign Path, Lecanto, FL 34461.

14.6.8 It is Contractor's responsibility to insure that all subcontractors comply with these insurance requirements. Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each sub-contractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

14.6.9 All required insurance policies must be written with an insurance carrier having a minimum A.M. Best rating of A-.

14.6.10 All Certificates must show that the Contractor's policies have been endorsed per the requirements.

14.6.11 Once ALL paperwork is completed and received by the County, an email will be sent to Contractor requesting online registration with myCOI. It is critical that the County is provided with an accurate email address. The cost to register is $19.95 per year and a credit/debit card will be needed. Part of the registration process includes providing contact information for Contractor's insurance agent(s), which will be needed at the time of registration. Once registered, an email will be sent to the insurance agent(s) requesting them to upload a current Certificate of Insurance (COI) directly into the myCOI website. Certificates of Insurance cannot be mailed, emailed or faxed to County. Contractor will not be allowed to begin work and no payments will be made until registration is completed and a compliant Certificate of Insurance is received from Contractor's agent(s). This is a yearly requirement for the duration of the Agreement.

15.0 Indemnification: Contractor shall indemnify, save and hold harmless the County and all its officers, agents or employees from all causes of action, claims, demands, losses, liabilities and expenditures of any nature whatsoever, including defense costs and fees, caused by intentional or negligent acts of, or omissions of Contractor, its subcontractors, agents or employees or accruing, resulting from, or related to the subject matter of this Agreement including without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. Neither Contractor, nor any of its agents will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its officers, agents or employees. In the event any lawsuit or other proceeding is brought against County by reason of any such claim, cause of action or demand, Contractor shall, upon written notice from County, resist and defend such lawsuit or proceeding by counsel satisfactory to County or, at County's option, pay for an attorney selected by County to defend County. This indemnification includes attorney's fees and all costs of litigation including appellate attorney's fees and costs as well as any judgments. The parties agree that this clause shall not waive the benefits or provisions of section 768.28, Florida Statutes, or any similar provision of law. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the County, any sums due Contractor under this Agreement may be retained by County until all of the County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by County.

16.0 Change Orders: County may at any time, as the need arises, order changes within the scope of the services without invalidating the Agreement. If such changes result in an increase or decrease in the Contract Price, or in the time required for performance of the Services, an equitable adjustment shall be authorized by way of a Change Order. County also may at any time, by issuing a Field Order, make changes in the details of the Services. Contractor shall proceed with the performance of any changes in the Services so ordered by County unless Contractor believes that such Field Order entitles it to a change in Contract Price or Time, or both, in which event Contractor shall give County written notice thereof within fifteen (15) calendar days after the receipt of the ordered change, and Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from County.

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17.0 Termination of Agreement: Either party may terminate this Agreement by giving the other party thirty (30) days written notice. In the event of termination, County will be responsible for compensating Contractor only for those Services satisfactorily completed or partially completed up to the date of termination. Contractor shall not be entitled to compensation for loss of anticipated profit.

18.0 Licenses and Certifications: Contractor, or its sub-contractor(s), shall possess and maintain during the term of this Agreement any and all licenses required to perform the Services covered under this Agreement, as stipulated by the State of Florida and Citrus County Florida.

19.0 Additional Terms and Conditions:

19.1 Advertising: Subject to Chapter 119, Florida Statutes, Contractor shall not publicly disseminate any information concerning the Agreement without prior written approval from County, including, but not limited to mentioning the Agreement in a press release or other promotional material, identifying County as a reference, or otherwise linking Contractor's name and either a description of the Agreement or the name of County in any material published, either in print or electronically, to any entity that is not a party to the Agreement.

19.2 Assignment: Neither County nor Contractor shall sell, assign or transfer any of its rights, duties or obligations under the Agreement without the prior written consent of the other Party. In the event of any assignment, Contractor remains secondarily liable for performance of the Agreement, unless County expressly waives such secondary liability.

19.3 Bankruptcy or Insolvency: Contractor shall promptly notify County in writing of the filing of any voluntary or involuntary petition for bankruptcy and/or of any insolvency of Contractor or any of its subcontractors who are involved in the provision of the Services under this Agreement.

19.4 Compliance with Laws: Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Local, State and Federal agencies having jurisdiction and authority. These laws, shall include, but not be limited to, Chapter 287 of the Florida Statutes, the Uniform Commercial Code, the Immigration and Nationalization Act, the Americans with Disabilities Act, the United States Occupational Safety and Health Act, the United States Environmental Protection Agency, the State of Florida Department of Environmental Protection, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, sexual orientation, gender identity or expression or veteran's status. Violation of such laws shall be grounds for termination of the Agreement.

19.5 Conflict of Interest: Contractor covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner of degree with the performance of the Services covered under this Agreement. Furthermore, Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor, and its subcontractors at any tier, certify that they have not entered into any contract, sub-contract, or arrangement in connection with the Project covered under this Agreement, or of any property included or planned to be included in the Project, in which any member, officer, of employee of Contractor or its subcontractors, during its tenure, or for two years thereafter, has any interest, direct or indirect. Contractor, and its subcontractors at any tier, shall insert the following provision into each of their contracts and sub-contracts:

> *"No member, officer, or employee of the sub-contractor, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."*

19.6 Cooperative Purchasing: If applicable, pursuant to Contractor's own governing laws, and subject to agreement of Contractor, other government entities may be permitted to make purchases at the terms and conditions contained herein. Non-County purchases are independent of the Agreement between County and Contractor, and County shall not be a party to any transaction between Contractor and any other government entity. Another government entity may attach additional contractual and

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technical terms and conditions to this Agreement. These "special conditions" shall take precedence over the terms and conditions in this Agreement unless the conflicting term in this Agreement is statutorily required, in which case the term contained in this Agreement shall take precedence.

19.7 Correction of Services: Contractor shall promptly remove from the premises all Services rejected by County for failure to comply with the Contract Documents, whether incorporated into the Project or not, and Contractor shall promptly replace and re-execute the Services in accordance with the Contract Documents, without additional expense to County, and shall bear the expense of making good all Services of other contractor's work destroyed or damaged by such removal or replacement. All removal and replacement of Services shall be done at Contractor's expense. If Contractor does not take action to remove such rejected Services within ten (10) calendar days after receipt of written notice from County, County may remove such Services on their own and store the materials at the expense of Contractor.

19.8 County Funds: If sufficient funding is not available for Contractor to complete the Services, County reserves the right to modify the terms and conditions of the Agreement to change the Scope of Services to reduce the cost to match any available funding. If such modifications to the Scope of Services are not feasible, or if funding has been totally exhausted prior to Contractor's completion of its Services, the Agreement shall be terminated on terms reasonably acceptable to both parties. Additionally, in accordance with Section 216.347, Florida Statutes, and as provided herein, Contractor may not expend any County funds for the purpose of lobbying the legislature, or local, state or federal agencies.

19.9 Debarment: Contractor certifies to the best of their knowledge and belief, that they and their principals 1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Municipal, County, State or Federal department or agency, 2) have not, within a three-year period preceding execution of this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property, 3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above, 4) have not within a three-year period preceding execution of this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default, and 5) will advise County immediately if their status changes and will provide an explanation for the change in status.

19.10 Discriminatory Vendor: Contractor certifies that they are not subject to Section 287.134 (2)(a) which specifies that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact business with public entity.

19.11 Disposal of Wastes: Contractor shall handle any waste materials generated in the performance of the Services in full compliance with all laws, regulations, and requirements of all governmental authorities and those of County. Contractor shall use only disposal facilities which have proper permits and are in full compliance with all Laws. Contractor agrees that County has the right to reject, for any reason, Contractor's use of any particular disposal facility.

19.12 Dispute Resolution: For any dispute concerning performance of the Agreement, which includes without limitation controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission, County shall attempt to reach a mutual agreement as to the settlement and resolution of the dispute with Contractor. Should a mutual agreement not be reached, County shall render a decision and reduce such to writing and serve a copy on Contractor. The decision shall be final and conclusive.

19.13 Documentation: All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived there from, will be considered works made for hire and will become the property of

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County upon expiration or termination of the Agreement without restriction or limitation on their use. Upon delivery to County of said document(s), County will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Contractor will not copyright any material and products or patent any invention developed under this Agreement. Copies of these documents are not to be sold or distributed to third parties without the written consent of County.

19.14 Drug Free Workplace: Contractor certifies that it has in place a Drug-Free Workplace Program in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 702-706).

19.15 Employees, Subcontractors and Agents: All Contractor employees, subcontractors, and agents performing any of the Services under the Agreement shall be properly trained to meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of certification or other proof of qualification. All employees, subcontractors, and agents of Contractor must comply with all security and administrative requirements of County. County may conduct, and Contractor shall cooperate in, a security background check or otherwise assess any employee, sub-contractor, and agent of Contractor. County may refuse access to, or require replacement of, any of Contractor's employee, subcontractor and agent for cause, including, but not limited to, technical or training qualifications, quality of services, change in security status, or non-compliance with County's security or other requirements. Such refusal shall not relieve Contractor of its obligation to perform all Services in compliance with the Agreement. County may reject and bar from any facility for cause any of Contractor's employees, subcontractors, or agents. County shall have the right to review and approve any sub-contractor used by Contractor. Contractor shall be fully responsible to County for the acts and omissions of its subcontractors, and persons directly or indirectly employed by them. It is Contractor's responsibility to ensure that their subcontractors are properly licensed to do business in the State of Florida and Citrus County, as required by law.

19.16 Environmental Issues: All notifications regarding environmental issues or requirements shall be sent immediately to County's Contact Person. Unless directed otherwise by County, Contractor is not to contact any local, state or federal governmental agencies concerning environmental issues involving the Project Site.

19.17 Equal Employment Opportunity: Contractor shall not discriminate on the basis of race, color, sex, age, national origin, religion, and disability or handicap in accordance with the Provisions of: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000 et seq.), Title VII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Florida Civil Rights Act of 1992 (§ 760.10 et seq.), Title 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375, Title 49 CFR 23 and Title 49 CFR 26 for Disadvantaged Business Enterprises, Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21 and Title 49 CFR 23, Nondiscrimination on the basis of handicap, Title 49 CFR 27, Americans with Disabilities Act of 1990 (42 U.S.C. 12102, et. seq.), Federal Fair Labor Standards Act (29 U.S.C. § 201, et seq.), and any other Federal and State discrimination statutes. Contractor shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed subcontractors as the State of Florida Department of Transportation, the Secretary of Labor, or County may require. The above shall be required of any sub-contractor hired by Contractor. All Equal Employment Opportunity requirements shall be included in all non-exempt sub-contracts entered into by Contractor. Sub-contracts entered into by Contractor shall also include all other applicable labor provisions. No sub-contract shall be awarded to any non-complying sub-contractor. Additionally, Contractor shall insert in its sub-contracts a clause requiring subcontractors to include these provisions in any lower tier sub-contracts that may in turn be made. Contractor shall comply with all state laws and local ordinances, except that any preferential consideration of local in-state subcontractors is NOT allowed.

19.18 E-Verification System: Contractor shall comply with the Executive order No. 12989 as amended, and Executive Order No. 11-116, and agrees to utilize the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of: (1) all persons employed by Contractor during the contract term to perform any duties within Florida, and; (2) all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

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19.19 Force Majeure Event: Neither party 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), act of God (excluding normal or seasonal weather conditions), war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

19.20 Governing Law and Venue: The Agreement shall be governed in accordance with the laws of the State of Florida. In the event of litigation with respect to the obligation of the parties to the Agreement, the jurisdiction and venue of such action shall be an appropriate State Court in Citrus County, Florida.

19.21 Governmental Restrictions: If Contractor believes that any governmental restrictions have been imposed that require alteration of the materials used, the quality, workmanship or performance of the Services offered under the Agreement, Contractor shall immediately notify County in writing, indicating the specific restriction. County reserves the right and the complete discretion to accept any such alteration or to cancel the Agreement at no further expense to County.

19.22 Immigration and Nationality Act: Contractor shall comply with all immigration laws as outlined in 8 USC § 1324a - Unlawful employment of aliens. County will not intentionally award County contracts to any Contractor who knowingly employs unauthorized Alien workers. Any violation of the employment provisions outlined in the Immigration and Nationality Act throughout the term of any Agreement with County may result in immediate termination of the Agreement. County will consider the employment of unauthorized aliens a violation of Section 274A (e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of the Agreement, by County, if Contractor knowingly employs unauthorized aliens.

19.23 Inspection, Performance, Supervision: County reserves the right to inspect the Services provided by Contractor, whether partially or fully completed, at any time, as deemed appropriate by County for the purpose of ensuring Contractor's performance under the Agreement. Such inspections performed by County, shall not be construed as a final approval of Contractor's Service, and shall not relieve Contractor from its obligations under the Agreement. County reserves the right to inspect, at any reasonable time with prior notice, Contractor's facilities to assess conformity of the provision of the Services with the Agreement requirements. County reserves the right to investigate or inspect, at any time, whether the provision of the Services complies with the Agreement requirements. Contractor shall at all times during the Agreement term remain responsive and responsible. Contractor must be prepared, if requested by County, to present evidence of experience, ability, and financial standing, as well as a statement as to capacity of Contractor for the performance of the provision of the Services covered under the Agreement. This paragraph shall not mean or imply that it is obligatory upon County to make an investigation either before or after award of the Agreement, but should County elect to do so, Contractor is not relieved from fulfilling all Agreement requirements. Contractor shall supervise and direct the performance of its Services and shall be solely responsible for the means, methods, techniques, sequences, and safety of construction. Contractor will employ and maintain at the Project Site a qualified supervisor or superintendent who shall have been designated in writing by Contractor as the Contractor's representative at the Project Site. The supervisor or superintendent shall have full authority to act on behalf of Contractor and all communications given to the supervisor or superintendent shall be as binding as if given directly to Contractor. The supervisor or superintendent shall be present on the Project Site at all times as required to perform adequate supervision and coordination of the Contractor's Services.

19.24 Lawful Claims and Demands: Should any outstanding claims by subcontractors or suppliers incurred in the performance of the Services materialize after County has made Payment to Contractor, Contractor will indemnify and save County harmless from such claims. Acceptance by Contractor of

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payment shall be and shall operate as a release to County of all claims and all liabilities to Contractor, other than claims in stated amounts as may be specifically excepted by Contractor for things done or furnished in connection with the provision of the Services, and for every act and neglect of County and others relating to or arising out of the provision of the Services covered under this Agreement. Any payment, whether final or otherwise, shall not release Contractor or his sureties from any obligations under the Agreement.

19.25 Lobbying: Contractor shall not, in connection with the Agreement, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any County officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any County officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, Services, employment, or contracts of any kind.

19.26 Local Preference / Workforce Labor: County believes that the hiring of workforce labor by contractors who County awards contracts to should, to the maximum extent, be citizens within its boundaries that are unemployed or seeking work for the first time. To that extent, County has agreed to notify CareerSource CLM of all awards involving construction and other types of services. CareerSource CLM is a local business-led organization that plans and coordinates quality employment and training services for businesses and individual career seekers in Citrus County. Successful Respondent will be contacted by CareerSource CLM, to discuss hiring through its staff and services. Successful Respondent's participation with CareerSource CLM is not required as a condition of award, but rather an opportunity for greater support for the community of Citrus County.

19.27 Materials, Services, and Facilities: It is understood that, except as otherwise specifically stated in the Contract Documents, Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Services within the specified time.

19.28 Non-Collusion: Contractor agrees that neither it, nor any of its officers, partners, agents or employees have entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of a free competitive solicitation in connection with this Agreement, and that Contractor intends to do the work with its own bona fide employees or subcontractors and has not provided a response for the benefit of another contractor. Furthermore, Contractor certifies that its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to submitting a response on any public contract.

19.29 Project Site Conditions: Contractor shall be deemed to have examined the Project Site, if applicable and to have secured full knowledge of all conditions under which the Services are to be executed and completed.

19.30 Protection of Persons: Contractor will be responsible for the safety of its employees and the employees of its subcontractors, during the provision of the Services. Contractor will be responsible for initiating, maintaining and supervising all safety programs in connection with the provision of the Services in accordance with applicable safety standards and regulations, as promulgated by the United States Occupational Safety and Health Act. Contractor shall report promptly to County any accident or unusual occurrence during performance of the Services, including personal injury or death to any Contractor employee, sub-contractor employee or any member of the public, or any damage to any of County's property, the Project Site, or adjacent property.

19.31 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work

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as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

19.32 Relationship: Contractor is an independent contractor to County in the provision of the Services under this Agreement and is not an employee, agent, joint-venture, or partner of County.

19.33 Risk of Loss: Until the Services have been accepted by County, risk of loss or damage to any materials, equipment, supplies or work product, whether partially or fully completed, that are associated with the Services shall remain with Contractor.

19.34 Schedules, Reports and Records: Contractor shall submit to County cost schedules, progress schedules, estimates, records, reports, and any other data, as related to the provision of the Services covered under the Agreement. Furthermore, County reserves the right to inspect and audit Contractor's books and records relating to the Agreement, when deemed appropriate by County. All schedules, reports and records of Contractor, as they relate to the Agreement, shall be retained by Contractor for a period of three (3) years from the date of final payment under the Agreement.

19.35 Security and Confidentiality: Contractor shall comply fully with all security procedures of County in the performance of the Agreement. Contractor shall not divulge to third parties any information obtained by Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of the provision of the Services without the written consent of County. However, Contractor shall be permitted to release information to third parties if such information is publicly available through no fault of Contractor, information that Contractor developed independently without relying on County's information, or information that is otherwise obtainable under State and Federal law as a public record. To insure confidentiality, Contractor shall take appropriate measures as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Agreement.

19.36 Severability: If a court deems any provision of the Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

19.37 Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive completion or termination of the Agreement for any reason.

19.38 Taxes: Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by Contractor in accordance with the laws and regulations of the State of Florida which are applicable to the provision of the Services under the Agreement. County will not pay for any personal property taxes levied on Contractor or for any taxes levied on Contractor's employees' wages. County is a political subdivision of the State of Florida and holds a State of Florida Sales Tax Exemption Certificate (No. 85-8012621778C-1). All purchases made by County directly from a dealer, distributor or manufacturer for materials, equipment or supplies ("direct purchase") instead of through the Contractor are exempt from sales, consumer, use and other similar taxes.

19.39 Waiver: The delay or failure by County to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of County's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude the County of any other or further exercise thereof or the exercise of any other right.

20.0 Authority: Each person signing the Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

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Attachment: ITB 21-036 AGENDA 3-9-2021 (12529 : ITB 21-036 Sewage Sludge Hauling Services; American Pipe & Tank, Inc)

IN WITNESS WHEREOF, this Agreement is accepted by the parties as of the date noted below.

AMERICAN PIPE & TANK, INC

Signature of Witness (1)

Katharine Costa
Printed Name of Witness (1)

Signature of Witness (2)

JOHN MARTIN
Printed Name of Witness (2)

BY: _____
GEORGE S. CONOMOS, PRESIDENT

STATE OF Florida
COUNTY OF Marion

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 4th day of February, 2021, by George S. Conomas as President who is ☑ personally known to me or ☐ who produced _____ as identification.

Witness my hand and official seal this 4th day of February, 2021.

Official use only

Cindy E. Notaro
NOTARY PUBLIC Signature
Printed Name: Cindy E Notaro
Commission No.: GG 924153
Expiration Date: 12/13/2023

SEAL

Notary Public State of Florida
Cindy E Notaro
My Commission GG 924153
Expires 12/13/2023

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:

ANGELA VICK, CLERK

BY: _____
SCOTT CARNAHAN, CHAIRMAN

DATE: _____

Attachment: ITB 21-036 AGENDA 3-9-2021 (12529 : ITB 21-036 Sewage Sludge Hauling Services; American Pipe & Tank, Inc)

EXHIBIT "A"

SCOPE OF SERVICES

Contractor shall be totally responsible for the proper treatment and/or disposal of domestic wastewater residuals, including all record keeping requirements in accordance with Florida State Statute 62-640 and the specific requirements of the County's wastewater treatment plant facility permits. Contractor shall be responsible for compliance with any changes or modifications to Department of Environmental Protection regulations or permit requirements.

Contractor shall currently have, or will have at time of award, the following:

1. Residuals Management Facility Permit issued by D.E.P.
2. D.E.P. approved Agricultural or Dedicated Use Plan

On an annual basis, Contractor will furnish Residual Disposal Records for all of the County's sewage waste disposal/treatment activities to the County and the Department of Environmental Protection.

Contractor shall provide 24 hour / 7day response capabilities and furnish the County with emergency phone numbers that the County can call for requesting emergency services. Availability will be considered only for voice contact; answering machines will not be acceptable. Contractor shall respond to emergencies within one (1) hour of notification.

Contractor shall have at least one (1) Jet Truck for high pressure cleaning, unplugging, and flushing of sewer lines and wet wells. Contractor shall be capable of providing Jet Truck Services in connection with sewer line repairs or maintenance. County sludge haul boxes hold 18-30 cubic yards.

Contractor shall have a minimum of two (2) tanker trucks, each meeting the following specifications:

1. Capacity of 4,000 / 2,500 (max/min)
2. Vacuum Pump
3. 3" Suction Hose with male/female cam-lock fitting (min. 80')
4. Fill site gauge
5. The capability of accessing remote rural sites
6. Transfer pumping from wet well to force main connection

Contractor shall have qualified drivers with valid CDL license as required for operating the tanker trucks / vehicles in accordance with the Florida Department of Transportation.

Contractor shall ensure that all tanker trucks and all associated equipment are operational and maintained in proper working order at all times.

Contractor shall be capable of transporting, treating, and disposing of raw or septic sewage and collection system debris in accordance with all applicable Florida Department of Environmental Protection regulations and Citrus County ordinances.

Contractor shall be capable of providing video of sewer mains and laterals which will include video recordings or digital copies of video footage.

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EXHIBIT "B"

ITB 21-036 Sewage Sludge Hauling Services				American Pipe & Tank, Inc. Ocala FL	
Bid Item No.	Description	EST. QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
1 *	Cost to pump, transport, treat(stabilize) and dispose of untreated sewage, septic, and/or collections system debris during normal working	1	1000 Gallons	$0.00	$0.00
2 *	Cost to pump and transport untreated sewage or septic to a county waste water facility	1	1000 Gallons	$20.00	$20.00
3	Surcharge for performing items #1 and #2 during off hours or on an emergency basis	1	Per 1000 Gallons	$60.00	$60.00
4 *	Cost to pump, transport, treat(stabilize) and dispose of waste water treatment plant residuals	1	1000 Gallons	$147.00	$147.00
5 *	Cost to pump, transport and dispose of treated (stabilized) waster water treatment plant residuals (sludge)	1	1000 Gallons	$120.00	$120.00
6	Surcharge for performing items #4 and #5 during off hours or on an emergency basis	1	Per 1000 Gallons	$60.00	$60.00
7	Cost per hour of Jet Truck Services	1	hour	$275.00	$275.00
8	Surcharge for performing item #7 during off hours, or on an emergency basis	1	hour	$50.00	$50.00
9	Cost per foot to video water or sewer mains and laterals and submit video recordings with footages.	50	foot	$2.00	$100.00
10	Cost per load to supply 18-yard dump truck and driver to haul dewatered sludge to the Citrus County Landfill (do not include tipping fees in pricing)	1	Load	$325.00	$325.00
11	Cost per load to supply roll off transport truck and driver to haul 30-yard sludge dewater boxes to Citrus County Landfill (do not include tipping fees)	1	Load	$325.00	$325.00
12	Cost to pump, transport and dump partially treated residuals between facilities	1	1000 Gallons	$70.00	$70.00
	Add items 1 thru 12 extended costs =Total Bid Cost				$1,552.00
*(ADD) Item #1 + Item # 2 + Item # 4 + Item # 5 (multiply by) X 500,000 (gallons) (Divided by) / 1000 (gallons).		Low Bid Cost		$143,500.00	

Attachment: ITB 21-036 AGENDA 3-9-2021 (12529 : ITB 21-036 Sewage Sludge Hauling Services; American Pipe & Tank, Inc)

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	ITB 20-034 Offender GPS Electronic Monitoring; Attenti US, Inc.
AGENDA DATE:	**March 09, 2021**

BRIEF OVERVIEW:

On September 13, 2020, staff issued Invitation to Bid ITB 20-034 Offender GPS Electronic Monitoring to provide electronic monitoring equipment and services designed for monitoring criminal offenders as a condition of court-ordered pre-trial and post-conviction supervision of offenders including adult and juvenile offenders for violent and property crimes for the Citrus County Sheriff's Office in which three (3) bids were received.

Staff initially recommended Omnilink Systems, Inc. as the lowest responsive bidder but were unable to come to a consensus on the requirements of the Agreement.

Staff desires to award ITB 20-034 Offender GPS Electronic Monitoring to Attenti US, Inc. as the next lowest and most responsive bidder.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance*
2101A-53405	Electronic In	$50,000	$11,263	$3,737	$35,000

Detention Services-Electronic Inmate Monitoring
*available balance prior to award

RECOMMENDED ACTION:

Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and Attenti US, Inc. to provide GPS electronic monitoring equipment and services for the Citrus County Sheriff's Office.

CITRUS COUNTY
BOARD OF COUNTY COMMISSIONERS

Department of Management and Budget

Purchasing Section

3600 W. Sovereign Path • Suite 266 • Lecanto, FL 34461
Telephone (352) 527-5457 • Facsimile (352) 527-5424

MEMORANDUM

TO: Colleen Scott, Department of Management and Budget Director

FROM: Vicki Austin, Purchasing Assistant, Department of Management and Budget VRA

THRU: Linda Morse, Purchasing and Contracts Manager, Department of Management and Budget

DATE: February 22, 2021

SUBJECT: ITB 20-034 Offender GPS Electronic Monitoring

Citrus County Department of Management and Budget, Purchasing received three (3) bids on October 13, 2020 for the Solicitation of ITB 20-034 Offender GPS Electronic Monitoring.

Omnilink Systems, Inc.
Attenti US, Inc.
Adapts Electronic Monitoring

Staff initially recommended ITB 20-034 Offender GPS Electronic Monitoring be awarded to Omnilink Systems, Inc. as the lowest most responsive bidder, but was unable to come to consensus on the requirements of the Agreement.

Staff now recommends ITB 20-034 Offender GPS Electronic Monitoring be awarded to Attenti US, Inc. as the next lowest most reposinve bidder.

Attachment: ITB 20-034 AGENDA 3-9-21 (12566 : ITB 20-034 Offender GPS Electronic Monitoring; Attenti US, Inc.)

Scenerio sent to Vendors for additional information		OmniLink Systems, Inc. (Sierra Wireless) (Atlanta, Georgia)		AEM (Adapts Electronic Monitoring) (Tupelo, Missisippi)		Attenti US, Inc. (Odessa, Florida)	
	QTY	Price per Unit	Extended Price per unit	Price per Unit	Extended Price per unit	Price per Unit	Extended Price per unit
Device	1	$ 3.25	$ 3.25	$ -	$ -	$ -	$ -
Accessories:							
Strap	1						
Adapter/Charger	1						
	1						
	1						
	1						
	1						
	1						
	1						
Discount/Credit							
	1	$ (0.35)	$ (0.35)	$ -	$ -	$ -	$ -
Total price for one (1)			$ 2.90		$ -		$ -
Total price for 30 complete Device Electronic Monitoring Kit	30	$ 2.90	$ 87.00	$ -	$ -	$ -	$ -
	QTY	Price per Unit	Extended Price per unit	Price per Unit	Extended Price per unit	Price per Unit	Extended Price per unit
Lost/Damaged Devices	10	$ 475.00	$ 4,750.00	$ 1,050.00	$ 10,500.00	$ 900.00	$ 9,000.00
Discount/Credit		$ (25.00)	$ (250.00)	$ (150.00)	$ (1,500.00)	$ (900.00)	$ (4,500.00)
Total Lost/Damaged			$ 4,500.00		$ 9,000.00		$ 4,500.00

Attachment: ITB 20-034 AGENDA 3-9-21 (12566 : ITB 20-034 Offender GPS Electronic Monitoring; Attenti

Scenerio sent to Vendors for additional information		OmniLink Systems, Inc. (Sierra Wireless) (Atlanta, Georgia)		AEM (Adapts Electronic Monitoring) (Tupelo, Missisippi)		Attenti US, Inc. (Odessa, Florida)	
Description GPS Tamper Resistant Unit (High Risk)	**(# of days (X) # of Units)**	**Unit Price Per Day High Risk**	**Annual Cost High Risk**	**Unit Price Per Day High Risk**	**Annual Cost High Risk**	**Unit Price Per Day High Risk**	**Annual Cost High Risk**
Active Devices	7300	$ 3.00	$ 21,900.00	$ 7.00	$ 51,100.00	$ 4.90	$ 35,770.00
Shelf stock (not active)	1825	$ 0.75	$ 1,368.75	$ 1.50	$ 2,737.50	$ -	$ -
Devices Stored as Evidence (Not Active)	250	$ 0.50	$ 125.00	$ -	$ -	$ -	$ -
Discount/Credit		$ -	$ -	$ (2,190.00)	$ (2,190.00)	$ -	$ -
Total (High Risk)			$ 23,393.75		$ 51,647.50		$ 35,770.00
Description GPS Tamper Resistant Unit (Low Risk)	**(# of days (X) # of Units)**	**Unit Price Per Day Low Risk**	**Annual Cost Low Risk**	**Unit Price Per Day Low Risk**	**Annual Cost Low Risk**	**Unit Price Per Day Low Risk**	**Annual Cost Low Risk**
Active Devices	7300	$ 3.00	$ 21,900.00	$ 5.00	$ 36,500.00	$ 4.20	$ 30,660.00
Shelf stock (not active)	1825	$ 0.75	$ 1,368.75	$ 1.50	$ 2,737.50	$ -	$ -
Devices Stored as Evidence (Not Active)	250	$ 0.50	$ 125.00	$ -	$ -	$ -	$ -
Discount/Credit		$ -	$ -	$ (2,190.00)	$ (2,190.00)	$ -	$ -
Total (Low Risk)			$ 23,393.75		$ 37,047.50		$ 30,660.00
Total Annual Cost (High Risk)			**$ 23,393.75**		**$ 51,647.50**		**$ 35,770.00**
Total Annual Cost (Low Risk)			**$ 23,393.75**		**$ 37,047.50**		**$ 30,660.00**
Total Lost/Damaged Devices			**$ 4,500.00**		**$ 9,000.00**		**$ 4,500.00**
Total Bid Price			**$ 51,287.50**		**$ 97,695.00**		**$ 70,930.00**

Attachment: ITB 20-034 AGENDA 3-9-21 (12566 : ITB 20-034 Offender GPS Electronic Monitoring; Attenti

CERTIFICATE OF LIABILITY INSURANCE

DATE (M... 2/19/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Haylor, Freyer & Coon, Inc.
P.O. Box 4743
Syracuse NY 13221

CONTACT NAME: Ashley D. Franczak
PHONE (A/C, No, Ext): 315-800-1796 **FAX (A/C, No):**
E-MAIL ADDRESS: afranczak@haylor.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Allianz Global Risks US Ins. Co.	35300
INSURER B : Allianz Underwriters Insurance Company	36420
INSURER C : Hartford Fire Insurance. Co.	19682
INSURER D : Hartford Underwriters Ins. Co.	30104
INSURER E :	
INSURER F :	

INSURED ELECTRONIC4
Attenti US, Inc.
1838 Gunn Highway
Odessa, FL 33556

COVERAGES **CERTIFICATE NUMBER:** 9571823 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR X 250,000 SIR* GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [ ] LOC OTHER:	Y	Y	USL00100820	4/2/2020	4/2/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 10,000,000 $ 100,000 $ 5,000 $ 10,000,000 $ 10,000,000 $ 10,000,000
C	**AUTOMOBILE LIABILITY** ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	01UENZL1914	10/2/2020	10/2/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	01WEAB5183	10/2/2020	10/2/2021	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Professional Liability - including Cyber Security Liability			U5F00008520	4/2/2020	4/2/2022	$2,000,000 Aggregate $2,000,000 Aggregate	$100,000 Retentio $100,000 Retentio

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
*A $250,000 Each Occurrence Self-Insured Retention applies for All Coverages under Commercial General Liability Policy

Forms Enclosed:
CG 2015 (04/13) Additional Insured - Vendors
CG 2001 (04/13) Primary and Noncontributory - Other Ins Condition Endt
CG 2404 (05/09) Waiver of Transfer of Rights of Recovery Against Others to Us
HA 9916 (03/12) Commercial Automobile Broad Form Endorsement
WC 00 03 13 Waiver of Our Rights to Recover from Others Endorsement
See Attached...

CERTIFICATE HOLDER

Citrus County, Florida
3600 W. Sovereign Path, Ste. 266
Lecanto FL 34461

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Attachment: ITB 20-034 AGENDA 3-9-21 (12566 : ITB 20-034 Offender GPS Electronic Monitoring; Attenti US, Inc.)

AGENCY CUSTOMER ID: ELECTRONIC4

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Haylor, Freyer & Coon, Inc.	Attenti US, Inc. 1838 Gunn Highway Odessa, FL 33556
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Where required by written contract, Certificate Holder is Additional Insured on a Primary and Non-Contributory basis, where applicable per policy terms and conditions. Waiver of Subrogation in favor of Certificate Holder applies where applicable and required by written contract.

Attachment: ITB 20-034 AGENDA 3-9-21 (12566 : ITB 20-034 Offender GPS Electronic Monitoring; Attenti US, Inc.)

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Allianz Global Risks US Insurance Company

AMB #: 000407 **NAIC #: 35300** **FEIN #: 953187355**

Domiciliary Address
225 W. Washington Street Suite 1800
Chicago, Illinois 60606-3484 United States
Web: www.agcs.allianz.com
Phone: 888-466-7883
Fax: 312-641-3797
AM Best Rating Unit: AMB #: 085014 - Allianz SE
Based on AM Best's analysis, 085449 - Allianz SE is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.
Financial Strength Rating View Definition

Rating:	A+ (Superior)
Affiliation Code:	g (Group)
Financial Size Category:	XV ($2 Billion or greater)
Outlook:	Stable
Action:	Affirmed
Effective Date:	September 10, 2020
Initial Rating Date:	June 30, 1942

Long-Term Issuer Credit Rating View Definition

Long-Term:	aa (Superior)
Outlook:	Stable
Action:	Affirmed
Effective Date:	September 10, 2020
Initial Rating Date:	July 22, 2005

Allianz Underwriters Insurance Company

AMB #: 002618 **NAIC #: 36420** **FEIN #: 953323939**

Domiciliary Address
225 W. Washington St., Suite 1800
Chicago, Illinois 60606-3484 United States
Web: www.agcs.allianz.com
Phone: 888-466-7883
Fax: 312-641-3797
AM Best Rating Unit: AMB #: 085014 - Allianz SE
Based on AM Best's analysis, 085449 - Allianz SE is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.
Financial Strength Rating View Definition

Rating:	A+ (Superior)
Affiliation Code:	g (Group)
Financial Size Category:	XV ($2 Billion or greater)
Outlook:	Stable
Action:	Affirmed
Effective Date:	September 10, 2020
Initial Rating Date:	June 30, 1988

Long-Term Issuer Credit Rating View Definition

Long-Term:	aa (Superior)
Outlook:	Stable
Action:	Affirmed
Effective Date:	September 10, 2020
Initial Rating Date:	July 22, 2005

Attachment: ITB 20-034 AGENDA 3-9-21 (12566 : ITB 20-034 Offender GPS Electronic Monitoring; Attenti US, Inc.)

Hartford Fire Insurance Company

AMB #: 002231 **NAIC #: 19682** **FEIN #: 060383750**

Domiciliary Address
One Hartford Plaza
Hartford, Connecticut 06155-0001 United States
Web: www.thehartford.com
Phone: 860-547-5000
AM Best Rating Unit: AMB #: 058707 - Hartford Financial Services Group, Inc.
Based on AM Best's analysis, 058707 - Hartford Financial Services Group, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Financial Strength Rating View Definition

Rating:	A+ (Superior)
Affiliation Code:	p (Pooled)
Financial Size Category:	XV ($2 Billion or greater)
Outlook:	Stable
Action:	Affirmed
Effective Date:	June 19, 2020
Initial Rating Date:	December 31, 1907

Long-Term Issuer Credit Rating View Definition

Long-Term:	aa- (Superior)
Outlook:	Stable
Action:	Affirmed
Effective Date:	June 19, 2020
Initial Rating Date:	July 14, 2005

Hartford Underwriters Insurance Company

AMB #: 002232 **NAIC #: 30104** **FEIN #: 061222527**

Domiciliary Address
One Hartford Plaza
Hartford, Connecticut 06155-0001 United States
Web: www.thehartford.com
Phone: 860-547-5000
AM Best Rating Unit: AMB #: 058707 - Hartford Financial Services Group, Inc.
Based on AM Best's analysis, 058707 - Hartford Financial Services Group, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Financial Strength Rating View Definition

Rating:	A+ (Superior)
Affiliation Code:	p (Pooled)
Financial Size Category:	XV ($2 Billion or greater)
Outlook:	Stable
Action:	Affirmed
Effective Date:	June 19, 2020
Initial Rating Date:	June 30, 1926

Long-Term Issuer Credit Rating View Definition

Long-Term:	aa- (Superior)
Outlook:	Stable
Action:	Affirmed
Effective Date:	June 19, 2020
Initial Rating Date:	July 14, 2005

Attachment: ITB 20-034 AGENDA 3-9-21 (12566 : ITB 20-034 Offender GPS Electronic Monitoring; Attenti US, Inc.)

PURCHASE AGREEMENT

This Services Agreement is entered into by the parties this _____ day of _____, 2021.

1.0 Parties:

Citrus County, Florida, a political subdivision of the State of Florida, (County).

And

Attenti US, Inc., (Contractor).

2.0 Designated Contact Person as to County:	**3.0 Designated Contact Person as to Contractor**:
Linda Morse Purchasing & Contracts Manager 3600 W Sovereign Path, Ste 266 Lecanto, Florida 34461 Phone: 352-527-5457 Fax: 352-527-5424 Email: linda.morse@citrusbocc.com	Arnold Roese, Vice President Attenti US, Inc. 1838 Gunn Highway Odessa, Florida 33556 Phone: 651-592-6922 Fax: 813-582-5741 Email: aroese@attentigroup.com

4.0 Notices: All notices between County and Vendor, as required under the Agreement, shall be by telephone, facsimile, e-mail, mail, or by personal delivery to the respective designated contact person identified above. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

5.0 Entire Agreement: This Agreement, and any associated Addenda or Amendments shall constitute the entire Agreement between Vendor and County.

6.0 Agreement Documents:
1. Exhibit "A" - Scope of Services
2. Exhibit "B" – Compensation / Bid

7.0 Terms of Agreement and Commencement of Services: The duration of the Agreement shall be for a period of five (5) years, with an option to renew for one (1) additional five (5) year period. The renewal option will be conditioned upon satisfactory performance by Contactor and will be subject to availability of funds.

Attachment: ITB 20-034 AGENDA 3-9-21 (12566 : ITB 20-034 Offender GPS Electronic Monitoring; Attenti US, Inc.)

8.0 Modification of Agreement: This Agreement may only be modified or amended upon mutual written agreement of County and Vendor. No oral agreements or representations shall be valid or binding upon County or Vendor. No alteration or modification of the Agreement terms shall be valid or binding against County. Vendor may not unilaterally modify the terms of the Agreement by affixing additional terms by incorporating such terms onto the Vendor's documents forwarded by Vendor for payment. The County's acceptance of the Commodity furnished by Vendor or the payment for such shall not constitute acceptance of any proposed modification to terms and conditions.

9.0 Commodity Provided by Vendor: The Commodity to be provided by Vendor is described as noted in Exhibit "A", attached to this Agreement. All purchases made by County shall be on an as-needed basis and County does not guarantee any volume of Commodity purchased during the term of this Agreement.

10.0 Compensation to Vendor: Compensation to be paid to Vendor for the provision of the Commodity and Services agreed to herein shall be per the unit pricing noted in Exhibit "B", attached to this Agreement. Vendor may request an increase in fees for the renewal term. The request to increase the fees must be made in writing to County supported by a detailed justification that warrants the requested increase. The request must be submitted at least ninety (90) calendar days prior to the anniversary date of the Agreement in order for a request to be considered by County. Such increase may be no greater than the annual consumer price index (CPI) or five percent (5%), whichever is less.

11.0 Payment of Payment Requests:

11.1 Payment Requests: Requests for payment for the provision of the Services provided under the Agreement shall be submitted no more frequently than once per month, unless stipulated differently in the Agreement. At a minimum, the payment requests shall include the Purchase Order Number, a description of the Services provided, and the amount of the payment request. All requests for payment shall be submitted in sufficient detail to demonstrate compliance with the terms of the Agreement and to allow for the proper pre-audit and post-audit thereof. Requests for payment that include travel expenses shall be in accordance with Section 112.061, Florida Statutes. County reserves the right to require any information from Contractor that County deems necessary to substantiate claims for remuneration. Upon receipt of Contractor's payment request, County will review such to ensure that it is in proper order, and that the Services covered under the payment request have been completed in accordance with this Agreement. If it is found that the payment request is not in proper order, or the Services covered under the payment request do not satisfy this Agreement, the payment request may be rejected.

11.2 Prompt Payment: County shall make payment of a payment request in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act" from the date which a payment request in proper order is recorded as received by County, for Services completed to the satisfaction of County.

11.3 Form of Request: If the payment request is not received in proper order, County may reject the payment request within ten (10) business days after the date on which the payment request is recorded as received by County. County shall provide Vendor with a written notification of the rejection specifying the deficiency and corrective measures necessary to make the payment request proper. Upon receipt of a payment request that corrects the deficiency, County shall make payment in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act".

11.4 Resolution of Payment Request Disputes: In the event of a dispute between Contractor and County concerning the full or partial payment of a payment request, such disagreement shall be finally determined by County. If the dispute between Vendor and County involves a portion of a payment request, the undisputed portion shall be paid by County in a timely manner, as long as the payment request for the undisputed portion is in proper order. Proceedings to resolve the dispute will be commenced within forty-five (45) business days after the date the payment request in dispute was recorded as being received by County and will be concluded by final decision of County within sixty (60) business days after the date on which the payment request was recorded as being received by

Attachment: ITB 20-034 AGENDA 3-9-21 (12566 : ITB 20-034 Offender GPS Electronic Monitoring; Attenti US, Inc.)

County. Such procedures do not constitute an administrative proceeding that prohibits a court from deciding de novo any action arising out of the dispute.

11.5 Purchase Order: A purchase order will be issued to Vendor for each individual purchase of Commodities covered under this Agreement. Except under an "emergency request", Vendor shall not provide any Commodity to County until Vendor has received a purchase order from County. Vendor shall be permitted to accept an order to provide commodities under an emergency purchase without a purchase order; however such request from County must be transmitted to the Vendor via facsimile or e-mail. The written transmission order must be submitted with any payment request submitted by the Vendor for such emergency requests.

11.6 ACH Enrollment: All Vendors will be required to complete an "Authorization Agreement for ACH Credits Enrollment Form". Payments will be deposited directly into Vendor's bank account. This means there is no need to wait for the check to come in the mail, and eliminates the possibility of a lost check. The Clerk's Accounts Payable Department will provide confirmation via email when payments are transmitted, ensuring immediate notification.

12.0 Transportation and Delivery: Transportation of the Commodities shall be FOB Destination Point, which is detailed in the Purchase Order. Vendor, within five (5) days after receiving a purchase order, shall notify County of any potential delivery delays. Evidence of inability or intentional delays shall be cause for cancellation of the Agreement and Vendor suspension.

13.0 Warranties: The manufacturer's warranty shall apply to all commodities provided under the Agreement against defects in materials and workmanship for a minimum period of one (1) year from County's acceptance of the commodities. Should any defects appear during the warranty period, Vendor shall assist County with filing a warranty claim with the manufacturer immediately upon receipt of written notice from County, at no additional expense to County.

14.0 Public Records: Vendor will keep and maintain public records required by the County to obtain the commodity. Upon request from the County's custodian of public records, Vendor will provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statues, or as otherwise provided by law. Vendor will ensure that the 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 the Agreement and following completion of the Agreement if Vendor does not transfer the records to the County. Upon completion of the Agreement, Vendor will transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records required by County to obtain the commodity. If Vendor transfers all public records to County upon completion of the Agreement, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the Agreement, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology system of the County. If Vendor does not comply with the County's request for public records, the County shall enforce the provisions of the Agreement in accordance with the terms of the Agreement and may cancel the Agreement.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT NANCY COLOGNA, CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; EMAIL: NANCY.COLOGNA@CITRUSBOCC.COM; PHONE: (352)527-5235

15.0 Insurance: During the term of the Agreement, Vendor, at its sole expense, shall provide insurance of such a type and with such terms and limits as noted below. Providing and maintaining adequate

Attachment: ITB 20-034 AGENDA 3-9-21 (12566 : ITB 20-034 Offender GPS Electronic Monitoring; Attenti US, Inc.)

insurance coverage is a material obligation of Vendor. Vendor shall provide County a certificate(s) of insurance, evidencing such coverage.

15.1 Minimum Insurance Requirements: Vendor shall procure and maintain for the duration of the Agreement contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Vendor, its agents, representatives, employees or sub-vendors. The coverages, limits or endorsements required herein protect the primary interests of County, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect Vendor against any loss exposures, whether as a result of the project or otherwise. The requirements contained herein, as well as County's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Vendor under this contract.

15.2 Commercial General Liability: Vendor must obtain a general liability policy with minimum limits of $1,000,000 per occurrence and a $2,000,000 general aggregate.

15.3 Automobile Liability: Vendor must obtain coverage for all vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident. In the event the Vendor does not own vehicles, the 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.

15.4 Workers Compensation and Employer's Liability:

15.4.1 Vendor must obtain Workers Compensation insurance with limits in compliance with applicable State and Federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act. 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.

15.4.2 For any officer of Vendor that has exempt status as an individual, County requires proof of workers compensation insurance coverage for that Vendor/employer/owner's employees. If Vendor/employer/owner or individual has applied for a workers' compensation exemption, County does not recognize this exemption to extend to the employees of the Vendor/employer/owner.

15.4.3 The purpose of this section is to ensure that all Vendors, sub-vendors, sole proprietors, or business entities of any kind who contract with County for provision of goods or services, provide Workers Compensation coverage for all employees, and principles of vendors, sub-vendors, sole proprietors, or other business entities. All provisions of this section shall be construed in accord with this intent.

15.5 Other Insurance Provisions:

15.5.1 Vendor shall provide a Certificate of Insurance to County with a thirty (30) day notice of cancellation or changes in policy language, ten (10) day notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims-made" or "occurrence" form. If any coverage is provided under a claims-made form, the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

15.5.2 The proposal number should be noted on the certificate **ITB 20-034**

15.5.3 Vendor has sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. For

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deductible or self-insured amounts that exceed $10,000, Vendor shall maintain a Commercial Surety Bond or Letter of Credit in an amount equal to said deductible or self-insured retention.

15.5.4 All required insurance policies must be maintained until Vendor's work under this Agreement has been accepted by County.

15.5.5 Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees and volunteers are to be covered as an Additional Insured on all policies except Workers Compensation. The coverage shall contain no special limitation on the scope of protection afforded to the County, its officials, employees or volunteers.

15.5.6 The Vendor's insurance coverage shall be primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Vendor's insurance and shall be non-contributory.

15.5.7 For all policies of insurance: Vendor and its insurance carrier waive all subrogation rights against County for all losses or damages that occur during the term of the Agreement and for any events occurring during the Agreement period, whether the suit is brought during the Agreement period or not. The County requires General Liability policies to be endorsed with CG 24 04 Waiver of Transfer of Rights of Recovery Against Others to Us or similar endorsement, and a WC 00 0313 Waiver of our Right to Recover from Others for Workers Compensation coverage.

15.5.8 The Certificate Holder should read as follows: Citrus County, Florida, a political subdivision of the State of Florida, 3600 W. Sovereign Path, Lecanto, FL 34461.

15.5.9 It is the Vendor's responsibility to insure that all sub-vendors comply with these insurance requirements. Vendors shall include all sub-vendors as insured under its policies or shall furnish separate certificates and endorsements for each sub-vendor. All coverages for sub-vendors shall be subject to all of the requirements stated herein.

15.5.10 With the exception of workers compensation policies, all required insurance policies must be written by a carrier having a minimum rating of A- by A.M. Best or similar rating company. All workers compensation policies must be written by carriers admitted in the State of Florida, and who participate in the Florida Insurance Guarantee Fund.

15.5.11 All Certificates must show that Vendor's policies have been endorsed per the requirements.

15.5.12 Once ALL Agreement paperwork is completed and received by County, an email will be sent to Vendor requesting online registration with myCOI. It is critical that County is provided with an accurate email address. The cost to register is $19.95 per year and a credit/debit card will be needed. Part of the registration process includes providing contact information for Vendor's insurance agent(s), which will be needed at the time of registration. Once registered, an email will be sent to the insurance agent(s) requesting them to upload a current Certificate of Insurance (COI) directly into the myCOI website. Certificates of Insurance cannot be mailed, emailed or faxed to County. Vendor will not be allowed to begin work and no payments will be made until registration is completed and a compliant Certificate of Insurance is received from Vendor's agent(s). This is a yearly requirement for the duration of the Agreement.

16.0 Indemnification: Vendor shall indemnify, save and hold harmless County and all its officers, agents or employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any nature whatsoever, including defense costs and fees, caused by intentional or negligent acts of, or omissions of, Vendor, its sub-vendors, agents or employees or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. Neither Vendor nor any of its agents will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of County or any of its officers, agents or employees. In the event any lawsuit or other

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proceeding is brought against County by reason of any such claim, cause of action or demand, Vendor shall, upon written notice from County, resist and defend such lawsuit or proceeding by counsel satisfactory to County or, at County's option, pay for an attorney selected by County to defend County. This indemnification includes attorney's fees and all costs of litigation including appellate attorney's fees and costs as well as any judgments. The parties agree that this clause shall not waive the benefits or provisions of Section 768.28, Florida Statutes, or any similar provision of law. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by County, any sums due Vendor under this Agreement may be retained by County until all of the County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by County.

17.0 Termination of Agreement: Either party may terminate this Agreement by giving the other party thirty (30) days written notice. In the event of termination, County will be responsible for compensating Contractor only for those Services satisfactorily completed or partially completed up to the date of termination. Contractor shall not be entitled to compensation for loss of anticipated profit.

18.0 Additional Terms and Conditions:

18.1 Advertising: Subject to Chapter 119, Florida Statutes, Vendor shall not publicly disseminate any information concerning the Agreement without prior written approval from County, including, but not limited to mentioning the Agreement in a press release or other promotional material, identifying County as a reference, or otherwise linking Vendor's name and either a description of the Agreement or the name of County in any material published, either in print or electronically, to any entity that is not a party to the Agreement.

18.2 Assignment: Neither County nor Vendor shall sell, assign or transfer any of its rights, duties or obligations under the Agreement without the prior written consent of the other Party. In the event of any assignment, Vendor remains secondarily liable for performance of the Agreement, unless County expressly waives such secondary liability.

18.3 Bankruptcy or Insolvency: Vendor shall promptly notify County in writing of the filing of any voluntary or involuntary petition for bankruptcy and/or of any insolvency of Vendor or any of its subcontractors who are involved in the provision of the Services under this Agreement.

18.4 Compliance with Laws: Vendor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Local, State and Federal agencies having jurisdiction and authority. These laws, shall include, but not be limited to, Chapter 287 of the Florida Statutes, the Uniform Commercial Code, the Immigration and Nationalization Act, the Americans with Disabilities Act, the United States Occupational Safety, E-Verification System, Immigration and Nationality Act and Health Act, the United States Environmental Protection Agency, the State of Florida Department of Environmental Protection, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, sexual orientation, gender identity or expression or veteran's status. Violation of such laws shall be grounds for termination of the Agreement.

18.5 Conflict of Interest: Vendor covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner with the performance of the services covered under this Agreement. Furthermore, Vendor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Vendor, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Vendor, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the making of this Agreement. Vendor, and its sub-vendors at any tier, certify that they have not entered into any contract, sub-contract, or arrangement in connection with the Project covered under this Agreement, or of any property included or planned to be included in the Project, in which any member, officer, of employee of Vendor or its sub-vendors, during its tenure, or for two years thereafter, has any interest, direct or indirect. Vendor, and its sub-vendors at any tier, shall insert the following provision into each of their contracts and sub-contracts:

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"No member, officer, or employee of the sub-vendor, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."

18.6 County Funds: Due to budgetary constraints, if funding is not available to purchase commodities covered under the Agreement, County reserves the right to modify the terms and conditions of the Agreement, or to terminate the Agreement, if it is in the best interest of County. In accordance with Section 216.347, Florida Statutes, and as provided herein, Contractor may not expend any County funds for the purpose of lobbying Local, State or Federal Agencies.

18.7 Debarment: Vendor certifies to the best of its knowledge and belief, that Vendor and its principals: 1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Municipal, County, State or Federal department or agency; 2) have not, within a three-year period preceding execution of this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property; 3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above; 4) have not within a three-year period preceding execution of this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default; and, 5) will advise County immediately if their status changes and will provide an explanation for the change in status.

18.8 Dispute Resolution: For any dispute concerning performance of the Agreement, which includes without limitation controversies based upon breach of Agreement, mistake, misrepresentation, or other cause for modification or rescission of the Agreement, County shall attempt to reach a mutual agreement as to the settlement and resolution of the dispute with Vendor. Should a mutual agreement not be reached, County shall render a decision and reduce such to writing and serve a copy on the Vendor. The decision shall be final and conclusive.

18.9 Drug Free Workplace: Vendor certifies that it has in place a Drug-Free Workplace Program in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 702-706).

18.10 Employees, Sub-vendors and Agents: All Vendor's employees, sub-vendors, and agents shall be properly trained to meet or exceed any specified training qualifications required in order for Vendor to supply the Commodities pursuant to the Agreement. Upon request, Vendor shall furnish a copy of certification or other proof of qualification. All employees, sub-vendors, and agents of Vendor must comply with all security and administrative requirements of County. County may conduct, and Vendor shall cooperate in, a security background check or otherwise assess any employee, sub-vendor, and agent of Vendor. County may refuse access to, or require replacement of, any of Vendor's employees, sub-vendors and agents for cause, including, but not limited to, technical or training qualifications, quality of services, change in security status, or non-compliance with Vendor's security or other requirements. Such refusal shall not relieve Vendor of its obligation to comply with the Agreement. County may reject and bar from any facility for cause any of Vendor's employees, sub-vendors, or agents. County shall have the right to review and approve any sub-vendor used by Vendor. Vendor shall be fully responsible to County for the acts and omissions of its sub-vendors, and persons directly or indirectly employed by them. It is Vendor's responsibility to ensure that their sub-vendors are properly licensed to do business in the State of Florida and Citrus County, as required by law.

18.11 Equal Employment Opportunity: Vendor shall not discriminate on the basis of race, color, sex, age, national origin, religion, and disability or handicap in accordance with the Provisions of: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000 et seq.), Title VII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Florida Civil Rights Act of 1992 (§ 760.10 et seq.), Title 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375, Title 49 CFR 23 and Title 49 CFR 26 for Disadvantaged Business Enterprises, Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21 and Title 49 CFR 23, Nondiscrimination on the basis of handicap, Title 49 CFR 27, Americans with Disabilities Act of 1990 (42 U.S.C. 12102, et. seq.), Federal Fair Labor Standards Act

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(29 U.S.C. § 201, et seq.), and any other Federal and State discrimination statutes. Vendor shall furnish pertinent information regarding its employment policies and practices as well as those of its proposed sub-vendors as the State of Florida Department of Transportation, the Secretary of Labor, or County may require. The above shall be required of any sub-vendor hired by Vendor. All Equal Employment Opportunity requirements shall be included in all non-exempt sub-contracts entered into by Vendor. Sub-contracts entered into by Vendor shall also include all other applicable labor provisions. No sub-contract shall be awarded to any non-complying sub-vendor. Additionally, Vendor shall insert in its sub-contracts a clause requiring sub-vendors to include these provisions in any lower tier sub-contracts that may in turn be made. Vendor shall comply with all State laws and local ordinances, except that any preferential consideration of local in-state sub-vendors is NOT allowed.

18.12 E-Verification System: Vendor shall comply with the Executive Order No. 12989 as amended, and Executive Order No. 11-116, and agrees to utilize the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of: (1) all persons employed by Vendor during the contract term to perform any duties within Florida, and; (2) all persons, including sub-vendors, assigned by Vendor to perform work pursuant to this Agreement. Vendors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

18.13 Force Majeure, Notice of Delay, and No Damages for Delay: Vendor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Vendor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, hurricanes, or other similar cause wholly beyond Vendor's control, or for any of the foregoing that affect suppliers if no alternate source of supply is available to Vendor. In case of any delay Vendor believes is excusable, Vendor shall notify County in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if Vendor could reasonably foresee that a delay could occur as a result, or, (2) if delay is not reasonably foreseeable, within five (5) days after the date Vendor first had reason to believe that a delay could result. THE FOREGOING SHALL CONSTITUTE VENDOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages shall be asserted against County. Vendor shall not be entitled to payment of any kind from County for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Vendor shall continue to provide the Commodity at no increased cost, unless County determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to County, in which case County may terminate the Agreement in whole or in part.

18.14 Governing Law and Venue: The Agreement shall be governed in accordance with the laws of the State of Florida. In the event of litigation with respect to the obligation of the parties to the Agreement, the jurisdiction and venue of such action shall be an appropriate State Court in Citrus County, Florida.

18.15 Immigration and Nationality Act: Vendor shall comply with all immigration laws as outlined in 8 USC § 1324a - Unlawful employment of aliens. County will not intentionally award County contracts to any Vendor who knowingly employs unauthorized alien workers. Any violation of the employment provisions outlined in the Immigration and Nationality Act throughout the term of any Agreement with County may constitute immediate termination of said Agreement. County will consider the employment of unauthorized aliens a violation of Section 274A (e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of the Agreement by County if Vendor knowingly employs unauthorized aliens.

18.16 Lobbying: Vendor shall not, in connection with the Agreement, directly or indirectly: (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any County officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty; or, (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the

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direction or request of, any County officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.

18.17 Non-Collusion: Vendor agrees that neither it, nor any of its officers, partners, agents or employees have entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of a free competitive solicitation in connection with this Agreement, and that Vendor intends to do the work with its own bona fide employees or sub-vendors and has not provided a response for the benefit of another Vendor. Furthermore, Vendor certifies that its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to submitting a response on any public contract.

18.18 Patent and Copyright Responsibility: Any material, design or supplied specified by Vendor or supplied by Vendor pursuant to this Agreement shall not knowingly infringe any patent or copyright, and Vendor shall be solely responsible for securing any necessary licenses required for patented or copyrighted material utilized by Vendor in the performance of the services.

18.19 Performance Qualifications: County reserves the right to investigate or inspect, at any time, whether the commodities provided by Vendor comply with the Agreement requirements. Vendor shall at all times during the Agreement term remain responsive and responsible. Vendor must be prepared, if requested by County, to present evidence of experience, ability, and financial standing, as well as a statement as to capacity of Vendor to supply the Commodities pursuant to the Agreement. If County determines that Vendor does not meet these qualifying conditions, or that the commodities proposed to be furnished do not meet the specified requirements, or that performance is untimely, County may terminate the Agreement. This paragraph shall not mean or imply that it is obligatory upon County to make an investigation either before or after award of the Agreement, but should County elect to do so, Vendor is not relieved from fulfilling all Agreement requirements.

18.20 Protection of Persons: Vendor will be responsible for the safety of its employees and the employees of its sub-consultants and subcontractors, during the provision of their Services. Vendor will be responsible for initiating, maintaining and supervising all safety programs in connection with the provision of their Services in accordance with applicable safety standards and regulations, as promulgated by the United States Occupational Safety and Health Act and those of County. Vendor shall report promptly to County any accident or unusual occurrence during the performance of the Services, including personal injury or death to any Vendor employee, sub-consultant or sub-contractor employee or any member of the public, or any damage to any of County's property, the Project Site, or adjacent property.

18.21 Public Entity Crime: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

18.22 Relationship: Vendor is an independent contractor to County and is not an employee, agent, joint-venture, or partner of County.

18.23 Risk of Loss: Until the commodities have been accepted by County, risk of loss or damage to the commodities and any materials, equipment, supplies or work product, whether partially or fully completed, that are associated with the commodities, or the ordering of or delivery of same, shall remain with Vendor.

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18.24 Security and Confidentiality: Vendor shall comply fully with all security procedures of County in the performance of the Agreement. Vendor shall not divulge to third parties any information obtained by Vendor or its agents, distributors, resellers, subcontractors, officers or employees in the course of the provision of the Services without the written consent of County. However, Vendor shall be permitted to release information to third parties if such information is publicly available through no fault of Vendor, information that Vendor developed independently without relying on County's information, or information that is otherwise obtainable under State and Federal law as a public record. To insure confidentiality, Vendor shall take appropriate measures as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Agreement.

18.25 Severability: If a court deems any provision of the Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

18.26 Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

18.27 Taxes: County is a political subdivision of the State of Florida and holds a State of Florida Sales Tax Exemption Certificate (No. 85-8012621778C-1). All sales made by Vendor to County are exempt provided County makes payment directly to Vendor. Otherwise, the Vendor shall pay all applicable sales, consumer, use and other similar taxes required to be paid by Vendor in accordance with the laws and regulations of the State of Florida. County will not pay for any personal property taxes levied on Vendor or for any taxes levied on Vendor's employees' wages.

18.28 Waiver: The delay or failure by County to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of County's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

19.0 Authority: Each person signing the Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

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Attachment: ITB 20-034 AGENDA 3-9-21 (12566 : ITB 20-034 Offender GPS Electronic Monitoring; Attenti US, Inc.)

IN WITNESS WHEREOF, this Agreement is accepted by the parties as of the date noted below.

ATTENTI US, INC.

Signature of Witness (1)

Jonathan Morrison
Printed Name of Witness (1)

Signature of Witness (2)

Nathan Kent
Printed Name of Witness (2)

BY: Arnold Roese
ARNOLD ROESE, VICE PRESIDENT

STATE OF Florida
COUNTY OF Pasco

The foregoing instrument was acknowledged before me, by means of [X] physical presence or [ ] online notarization, this 19th day of February, 2021, by Arnold Roese as Vice President who is [X] personally known to me or [ ] who produced _____ as identification.

Witness my hand and official seal this 19th day of February, 2021.

Teresa K. Williams
NOTARY PUBLIC Signature
Printed Name: Teresa K. Williams
Commission No.: _____
Expiration Date: _____

Notary Public State of Florida
TERESA K WILLIAMS
My Commission GG 176833
Expires 01/27/2022

SEAL

Official use only

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:

BY: _____
SCOTT CARNAHAN, CHAIRMAN

ANGELA VICK, CLERK

DATE: _____

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EXHIBIT "A"
SCOPE OF SERVICES

County invites bids for the following products listed to provide electronic monitoring equipment and services designed for monitoring criminal offenders as a condition of court-ordered pre-trial and post-conviction supervision of offenders including adult and juvenile offenders for violent and property crimes.

Products, Services, and Pricing Schedule		
EQUIVALENT OR BETTER THAN CURRENT PRODUCT USED (RELIALERT)	**High Risk**	**Low Risk**
1 pc GPS Tamper Resistant Unit	X	X
Cellular	X	X
Not Dependent on Land Line	X	X
24/7 Pro-Active Call Center	X	
Real Time Intervention	X	
3-Way On-Board Voice Communication	X	
WatchDog Service	**Available**	
Custom Reports	X	X
Standard Reports	X	X
5 Minute Tracing/Reporting	**Available**	X
1 Minute Tracing/Reporting	**Standard**	**Available**
Real Time Violation Reporting	X	X
Step up or Step down on the fly	X	X
Tamper Resistant	X	X
Steel Strap Option	X	X

Products
Cuff
Device
9' Power Adapter (Charger)
Power Adapter (Pig tail)
Strap
Torque Driver

Accessories for GPS Device

Contractor will position inventory sufficient to support the GPS units deployed and in idle at the court on start up. Accessories will only be expensed as they are added, lost or destroyed. A supplemental cost should be submitted with bid but is not considered in calculating the lowest bidder.

Training

Contractor shall provide on-site start up training at no additional cost to the County. Subsequent training will be provided as required when equipment and systems are significantly modified.

Reporting

Incident reporting for the court will be provided at no additional cost to the County. Standard incident reporting shall be routinely provided upon request. Special detailed mapping of events shall be routinely provided upon request. Contractor will advise at time of request if a cost assessment may be required due to a request outside of the routine reports and will provide a quote to the same.

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EXHIBIT "B"

ITB 20-03 Offender Electronic Monitoring	Attenti US, Inc. (Odessa, Florida)

Scenerio sent to Vendors for additional information	QTY	Price per Unit	Extended Price per unit
Device	1	$ -	$ -
Accessories:			
Strap	1		
Adapter/Charger	1		
	1		
	1		
	1		
	1		
	1		
	1		
Discount/Credit			
	1	$ -	$ -
Total price for one (1) complete Device Electronic Monitoring Kit			$ -
Total price for 30 complete Device Electronic Monitoring Kit	30	$ -	$ -

	QTY	Price per Unit	Extended Price per unit
Lost/Damaged Devices	10	$ 900.00	$ 9,000.00
Discount/Credit		$ (900.00)	$ (4,500.00)
Total Lost/Damaged Devices			$ 4,500.00

Description GPS Tamper Resistant Unit (High Risk)	(# of days (X) # of Units)	Unit Price Per DayHigh Risk	Annual CostHigh Risk
Active Devices	7300	$ 4.90	$ 35,770.00
Shelf stock (not active)	1825	$ -	$ -
Devices Stored as Evidence (Not Active)	250	$ -	$ -
Discount/Credit		$ -	$ -
Total (High Risk)			$ 35,770.00

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Description GPS Tamper Resistant Unit (Low Risk)	(# of days (X) # of Units)	Unit Price Per Day Low Risk	Annual Cost Low Risk
Active Devices	7300	$ 4.20	$ 30,660.00
Shelf stock (not active)	1825	$ -	$ -
Devices Stored as Evidence (Not Active)	250	$ -	$ -
Discount/Credit		$ -	$ -
Total (Low Risk)			$ 30,660.00
Total Annual Cost (High Risk)			$ 35,770.00
Total Annual Cost (Low Risk)			$ 30,660.00
Total Lost/Damaged Devices			$ 4,500.00
Total Bid Price			$ 70,930.00

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AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	SGS 21-042 Database Management System for Oracle & Microsoft SQL Systems; Eagle Datagistics
AGENDA DATE:	**March 09, 2021**

BRIEF OVERVIEW:

The service provides all updates to Craft, the content management system (CMS) that is used to create the site. The program gives us access to the development team for improvements or additions that we are unable to do in house. The hosting of the site that is part of the program is built on the Amazon Web Services platform which is the same level of hosting that industry leaders Netflix, Expedia and AirBnB all use. Additionally, the service provides search engine optimization and search engine marketing efforts to ensure that the site ranks high in organic traffic searches. We also need to have access to the marketing and strategy teams to help us continue to keep the content relevant and appealing to visitors.

Description of work: 1) OnTrack℠ Basic 8x5

- Manage and administer emails and alerts
- Database Performance Management and Tuning
- Management and configuration of Database Backup jobs
- Advise and consult customer on DB Recovery strategy and planning
- Datafile and instance Management
- Eagle Response Time: Two (2) hour response time is guaranteed; however, Eagle always strives to respond as quickly as possible. After initial response to alerts or requests from Company, Eagle will:
    - During Business Hours: We will attempt to resolve issues within 30 minutes
    - After hours and Holiday assistance resolution will be determined based on Customer's request and Consultant's availability.
    - If problem cannot be resolved within 30 minutes, an estimate of the required work will be provided, and work will commence upon written approval by "Company Authorized Representative".
- Monthly Database Status Reports - Details of activity and support provided during the month as well as summary reporting on the current state of the database.

Staff desires to award the above listed project to Eagle Business Solutions, LLC dba Eagle Datagistics to provide a Database Management System for Oracle & Microsoft SQL Systems at an annual cost of $30,000 for a period of three years with an option to renew for an additional three-year period.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance*
2150-53100	Prof Service	$65,914	$55,035	$0	$10,879

System Management-Professional Services
*available balance after $54,480 payment has been deducted from YTD expenses for the FY 20/21

RECOMMENDED ACTION:

Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and Eagle Business Solutions dba Eagle Datagistics to provide a database management system for Oracle & Microsoft SQL System.

Citrus County Board of County Commissioners

Department of Systems Management
3600 W. Sovereign Path, Lecanto, FL 34461
Phone: (352) 527-5232

TO: Colleen Scott, Management and Budget Director

VIA: Linda Morse, Purchasing & Contract Manager

FROM: Todd Dunn, Chief Information Officer

DATE: December 16, 2020

RE: Single Source selection of The Guardian Eagle

I am requesting approval of The Guardian Eagle as a single source service provider of database management support for the County's Oracle and Microsoft SQL systems. The Guardian Eagle provides the database administration (DBA) services that support Hansen, Infor IPS, Faster for Fleet, and various in-house written applications.

The Guardian Eagle has designed, maintained, upgraded and supported our Oracle environment, and more recently our Microsoft SQL databases, since 1999. The Guardian Eagle was founded when the current president left our original vendor Diversified Computer Consultants (DCC) to form Eagle Datagistics, now The Guardian Eagle.

When Jim Faulkner left Systems Management, it was found to be less costly to the county to outsource our DBA needs to The Guardian Eagle. Outsourcing our DBA work brings a wealth of skills and a whole team to bear on our database needs eliminating a single point of failure if we had a single in-house DBA.

AR 9.14-4 states that certain guidelines must be met and that guidelines for Single Source are, but not limited to, the following points:

a. Past experience with a particular issue and this vendor has the historical knowledge or was the original installer:

   The Guardian Eagle has installed and supported our Oracle database since inception. They also installed the instance of Microsoft SQL Server in support of our Infor IPS deployment.

b. Demonstrate expertise

   Hansen and later Infor (who acquired Hansen) who require the use of Database Management Systems have often deferred to The Guardian Eagle's judgement on the deployment and configuration.

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c. Capacity and willingness to respond to an emergency situation.

In 2017 during Hurricane Irma, critical database storage services on our Oracle installation failed making GIS data unavailable for Emergency Management. The Guardian Eagle recovered the volumes and remounted the databases. The support engineer, Hari, was sitting in a room without power using his laptop on battery power, a flashlight to read his notes, and using a cellular hotspot to access the internet to perform remote support during the storm.

The Guardian Eagle proactively monitors the County's databases and detects problems when they occur. They regularly perform corrective actions afterhours, on weekends and even holidays.

d. Vendor is the single provider of the commodities, technology or services which have unique characteristics essential to the program to perform the intended function and no other product would be suitable for use by the County.

The Guardian Eagle's deep understanding and outstanding support of our systems makes them a crucial partner in our current Infor IPS Phase II deployment. They have consistently proven themselves to be a trusted and valued partner in the County's Information Technology success.

During our transition away from Hansen to Infor IPS and with the County Administrator pushing for the quickest conversion possible to maintain momentum, now is not the time to consider changing our Oracle and SQL DBA services provider.

CC: Jade Jones, Fiscal Specialist
Shannon Budd, Business Technology Analyst

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ACORD™ CERTIFICATE OF LIABILITY INSURANCE

27 January 2021

PRODUCER

Risk Management Insurance Services, Inc.
5015 Dickens Ave.
Tampa, FL 33629

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Eagle Business Solutions, LLC dba: The Guardian Eagle
111 2nd Avenue NE
Suite 1006
St. Petersburg, FL 33701

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Ohio Security Insurance Company	
INSURER B:	Underwriters at Lloyds, London / Hiscox	
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC	BKS (21) 61 20 78 41	4/9/2020	4/9/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 250,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	BAS (21) 61 20 78 41	4/9/2020	4/9/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	XWS (21) 61 20 78 41	4/9/2020	4/9/2021	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
B		OTHER Technology E&O / Cyber Liability (claims-made; retro 4/9/2010)	MPL1924366.20	4/9/2020	4/9/2021	Each Claim Aggregate	$1,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees and volunteers are included as Additional Insureds for General Liability and Auto Liability; Waiver of Subrogation applies for General Liability and Auto Liability; CGL is primary and non-contributory

CERTIFICATE HOLDER

Citrus County, Florida, political subdivision of the State of Florida
3600 W Sovereign Path
Lecanto, FL 34461

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08) © ACORD CORPORATION 1988

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Ohio Security Insurance Company

AMB #: 002379 NAIC #: 24082 FEIN #: 310541777

Mailing Address
175 Berkeley Street
Boston, Massachusetts 02116
United States

Web: www.LibertyMutualGroup.com
Phone: 617-357-9500
Fax: 513-603-3179
View Additional Address Information

AM Best Rating Unit: AMB #: 000060 - Liberty Mutual Insurance Companies
Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.

View additional for this company.

Based on AM Best's analysis, 051114 - Liberty Mutual Holding Company Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength Rating View Definition

Rating:	A (Excellent)
Affiliation Code:	r (Reinsured)
Financial Size Category:	XV ($2 Billion or greater)
Outlook:	Stable
Action:	Affirmed
Effective Date:	June 26, 2020
Initial Rating Date:	June 30, 1958

Long-Term Issuer Credit Rating View Definition

Long-Term:	a (Excellent)
Outlook:	Stable
Action:	Affirmed
Effective Date:	June 26, 2020
Initial Rating Date:	July 21, 2005

u Denotes Under Review Best's Rating

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Lloyd's

AMB #: 085202 AIIN #: AA1122000

Domiciliary Address
One Lime Street
London EC3M 7HA,
United Kingdom

Web: www.lloyds.com
Phone: 44-207-327-1000
Fax: 44-207-327-5211

Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.

View additional for this company.

Best's Credit Ratings

Financial Strength Rating View Definition

Rating:	A (Excellent)
Financial Size Category:	XV ($2 Billion or greater)
Outlook:	Stable
Action:	Affirmed
Effective Date:	July 15, 2020
Initial Rating Date:	October 01, 1997

Long-Term Issuer Credit Rating View Definition

Long-Term:	a+ (Excellent)
Outlook:	Stable
Action:	Affirmed
Effective Date:	July 15, 2020
Initial Rating Date:	August 12, 2004

u Denotes Under Review Best's Rating

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SERVICES AGREEMENT

This Services Agreement is entered into by the parties this _____ day of _____, 2021.

1.0 Parties:

Citrus County, Florida, a Political Subdivision of the State of Florida, (County).

and

Eagle Business Solutions, LLC dba Eagle Datagistics, (Contractor).

2.0 Designated Contact Person as to County:	**3.0 Designated Contact Person as to Contractor**:
Todd Dunn, Systems Management Director Citrus County Systems Management 3600 W. Sovereign Path Lecanto, Florida 34461 Phone: 352-527-5275 FAX: 352-527-7668 Email: todd.dunn@citrusbocc.com	Bethany Belk, Business Development Director Eagle Business Solutions, LLC dba Eagle Datagistics 111 2nd Avenue NE Ste 1006 St. Petersburg, Florida 33701 Phone: (727) 535-3592 Cell: 727-252-6214: Email: bbelk@theguardianeagle.com

4.0 Notices: All notices between County and Contractor, as required under the Agreement, shall be by telephone, facsimile, e-mail, mail, or by personal delivery to the respective designated contact person identified above. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

5.0 Entire Agreement: This Agreement, and its associated Documents referenced herein, together with any executed Addenda, shall constitute the entire Agreement between Contractor and County (hereinafter referred to as the "Agreement"). In resolving conflicts, errors, discrepancies, and disputes concerning the scope of Services or other rights or obligations of the parties, precedence shall be given in the following order (1) a fully executed Addendum to this Agreement (later executed Addenda taking precedence over earlier dated Addenda), (2) provisions of this Agreement, (3) provisions of the Invitation to Bid, (4) provisions of Contractor's Bid, (5) provisions of the Purchase Order, and (6) provisions contained in any governmental regulation incorporated herein by reference. There are no understandings or agreements except as herein expressly stated.

6.0 Agreement Documents:

1. Exhibit "A" - Work Order for OnTrack for Databases
2. Exhibit "B" - Systems Management Bucket of Hours
3. Exhibit "C" – IPS Migration Project-Phase II

7.0 Terms of Agreement and Commencement of Services: The duration of the Agreement shall begin on October 1, 2020 for a period of three (3) years and shall be effective through September 30, 2023, with an option to renew for one (1) additional, three (3) year period. The renewal option will be conditioned upon satisfactory performance by Contactor and will be subject to availability of funds. The renewal option can only be exercised through mutual agreement between County and Contractor. The date that Contractor shall commence the provision of Services shall be the date on which a Purchase Order and a Notice to Proceed is received by Contractor.

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8.0 Modification of Agreement: The Agreement may only be modified or amended upon mutual written agreement of County and Contractor. No oral agreements or representations shall be valid or binding upon County or Contractor. No alteration or modification of the Agreement terms, including substitution of product, shall be valid or binding against County. Contractor may not unilaterally modify the terms of the Agreement by affixing additional terms by incorporating such terms onto Contractor's documents forwarded by Contractor to County for payment. County's acceptance of product or processing of documentation on forms furnished by Contractor to County for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

9.0 Services Provided by Contractor: The Services to be provided by Contractor are summarized in Exhibit "A", attached to this Agreement. If County identifies any additional Services to be provided by Contractor that are not covered under the original Agreement, such additional services shall be made a part of this Agreement by a written Amendment.

10.0 Compensation to Contractor: Compensation to be paid to Contractor for the provision of the Services agreed to herein shall be per the unit pricing noted in Exhibit "A" Work order for OnTrack Databases Oracle and SQL Servers, Exhibit "B" – Work Order for System Management Bucket of Hours-Project Services to be used for additional services such as emergency, after hours, weekends and Holidays etc., not to exceed $14,000 per year and Exhibit "C" Work Order for IPS Migration Project-Phase II Project Services to be used for additional services such as emergency, after hours, weekends and holidays, etc. not to exceed the amount of $23,000 per year, attached to this Agreement. If County identifies any additional costs that are not covered under the original Agreement, such additional services and cost shall be made a part of this Agreement by a written Amendment.

11.0 Payment of Payment Requests:

11.1 Payment Requests: Requests for payment for the provision of the Services provided under the Agreement shall be submitted no more frequently than once per month, unless stipulated differently in the Agreement. At a minimum, the payment requests shall include the Purchase Order Number, a description of the Services provided, and the amount of the payment request. All requests for payment shall be submitted in sufficient detail to demonstrate compliance with the terms of the Agreement and to allow for the proper pre-audit and post-audit thereof. Requests for payment that include travel expenses shall be in accordance with Section 112.061, Florida Statutes. County reserves the right to require any information from Contractor that County deems necessary to substantiate claims for remuneration. Upon receipt of Contractor's payment request, County will review such to ensure that it is in proper order, and that the Services covered under the payment request have been completed in accordance with this Agreement. If it is found that the payment request is not in proper order, or the Services covered under the payment request do not satisfy this Agreement, the payment request may be rejected.

11.2 Prompt Payment: County shall make payment of a payment request in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act" from the date which a payment request in proper order is recorded as received by County, for Services completed to the satisfaction of County.

11.3 Form of Request: If the payment request is not received in proper order, County may reject the payment request within ten (10) business days after the date on which the payment request is recorded as received by County. County shall provide Contractor with a written notification of the rejection specifying the deficiency and corrective measures necessary to make the payment request proper. Upon receipt of a payment request that corrects the deficiency, County shall make payment in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act".

11.4 Resolution of Payment Request Disputes: In the event of a dispute between Contractor and County concerning the full or partial payment of a payment request, such disagreement shall be finally determined by County. If the dispute between Contractor and County involves a portion of a payment request, the undisputed portion shall be paid by County in a timely manner, as long as the payment

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request for the undisputed portion is in proper order. Proceedings to resolve the dispute will be commenced within forty-five (45) business days after the date the payment request in dispute was recorded as being received by County and will be concluded by final decision of County within sixty (60) business days after the date on which the payment request was recorded as being received by County. Such procedures do not constitute an administrative proceeding that prohibits a court from deciding de novo any action arising out of the dispute.

11.5 Purchase Order: Although an Agreement will be executed by County and Contractor for the Services being purchased by County, a purchase order will also be issued to Contractor for the purpose of facilitating payment to Contractor. Except under an "emergency request", Contractor shall not provide any Services to County until Contractor has received a purchase order from County. Contractor shall be permitted to accept an order to provide Services under an emergency purchase without a purchase order; however, such request from County must be transmitted to the Contractor via facsimile or e-mail. The written transmission order must be submitted with any payment request submitted by the Contractor for such emergency requests.

11.6 Payments to Subcontractors: When Contractor receives from County any payment for Services covered under the Agreement, Contractor must pay such moneys received to each subcontractor or supplier in proportion to the percentage of the Services completed by each subcontractor or supplier within ten (10) business days after Contractor's receipt of the payment. If Contractor receives less than full payment, then Contractor shall be required to disburse only the funds received on a pro rata basis to its subcontractors and suppliers, each receiving a prorated portion based on the amount due on the payment. If a subcontractor receives payment from Contractor for labor, services or materials furnished by subcontractors or suppliers hired by the subcontractor, the subcontractor must remit payment due to those subcontractors or suppliers within seven (7) business days after the subcontractor's receipt of payment from Contractor.

11.7 ACH Enrollment: All Contractors will be required to complete an "Authorization Agreement for ACH Credits Enrollment Form". Payments will be deposited directly into Contractor's bank account. This means there is no need to wait for the check to come in the mail and eliminates the possibility of a lost check. The Clerk's Accounts Payable Department will provide confirmation via email when payments are transmitted, ensuring immediate notification.

12.0 Warranties:

12.1 Warranty of Ability to Perform: Contractor warrants that, to the best of its knowledge, there are no pending or threatened actions, proceedings, investigations, or any other legal or financial conditions, that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its obligations under the Agreement.

12.2 Warranty Against Defects in Workmanship: Contractor shall warrant its Services against defects in materials and workmanship for a minimum period of one (1) year from acceptance of the Services by County. Should any defects in materials or workmanship appear during the warranty period, Contractor shall replace the materials or equipment, or repair or re-do the service, immediately upon receipt of written notice from County, at no additional expense to County. Contractor shall warrant such replaced materials or equipment, or repaired or re-done Services, for a period of one (1) year after acceptance of such by County.

12.3 Warranty of Standard Care: In the performance of professional services, Contractor will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. Contractor will use due care in performing its Services and will have due regard for acceptable professional standards and principles. Contractor's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement. If any of the Services performed by Contractor do not comply with the foregoing warranties and County notifies Contractor of such, then Contractor shall (at its sole expense) promptly re-execute the nonconforming Services. All such re-performed Services shall be performed on a mutually agreed

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schedule. Contractor shall and does hereby assign to County the benefits of any of Contractor's sub-consultant's or subcontractor's warranties. Such assignment shall not relieve Contractor of its warranty obligations for performance or standard of care to County under this Agreement.

12.4 Warranty of Title: Title to any work product furnished by Contractor under the Agreement shall pass to County to the extent of the payments made for such by County, or on the date that County accepts the completed Services of Contractor. When title passes to County in accordance with the Agreement, Contractor warrants that the work product furnished will be free and clear of all security interests, liens and encumbrances or claims of any party.

13.0 Public Records: Contractor will keep and maintain public records required by the County to perform the service. Upon request from the County's custodian of public records, Contractor will provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statues, or as otherwise provided by law. Contractor will ensure that the 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 the Agreement and following completion of the Agreement if Contractor does not transfer the records to the County. Upon completion of the Agreement, Contractor will transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by County to perform the service. If Contractor transfers all public records to County upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology system of the County. If Contractor does not comply with the County's request for public records, the County shall enforce the provisions of the Agreement in accordance with the terms of the Agreement and may cancel the Agreement.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT NANCY COLOGNA, CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; EMAIL: NANCY.COLOGNA@CITRUSBOCC.COM; PHONE: (352)527-5235.

14.0 Insurance: During the term of the Agreement, Contractor, at its sole expense, shall provide insurance of such a type and with such terms and limits as noted below. Providing and maintaining adequate insurance coverage is a material obligation of Contractor. Contractor shall provide County a certificate(s) of insurance, evidencing such coverage.

14.1 Minimum Insurance Requirements: Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors. The coverage's, limits or endorsements required herein protect the primary interests of County, and these coverage's, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect Contractor against any loss exposures, whether as a result of the Project or otherwise. The requirements contained herein, as well as County's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under a contract.

14.2 Commercial General Liability: Contractor must obtain a general liability policy with minimum limits of $1,000,000 per occurrence and a $2,000,000 general aggregate.

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14.3 Cyber Liability:

14.3.1 Coverage must be afforded in an amount not less than $1,000,000 per loss for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

14.4 Professional Liability and/or Errors and Omissions Liability:

14.4.1 Professional (E&O) Liability must be afforded for personal injury and Property Damage for not less than $1,000,000 each claim, $1,000,000 policy aggregate.

14.5 Other Insurance Provisions:

14.5.1 Contractor shall provide a Certificate of Insurance to County with a thirty (30) day notice of cancellation and/or changes in policy language, and ten (10) day notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims made" or "occurrence" form. If any coverage is provided under a claim made form the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

14.5.2 Contractor has sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible or self-insured amounts that exceed $10,000, Contractor shall maintain a Commercial Surety Bond or Letter of Credit in an amount equal to said deductible or self-insured retention.

14.5.3 All required insurance policies must be maintained until the contract work has been accepted by County.

14.5.4 Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees and volunteers are to be covered as an Additional Named Insured on all policies except Worker's Compensation. The coverage shall contain no special limitation on the scope of protection afforded to the County, its officials, employees or volunteers.

14.5.5 Contractor's insurance coverage shall be primary insurance as respects County, its officials, employees and volunteers. Any insurance or self-insurance maintained by County, its officials, employees or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

14.5.6 For General Liability, Auto Liability and Workers Compensation insurance: Contractor and its insurance carrier waive all subrogation rights against County for all losses or damages that 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 General Liability policies to be endorsed with CG 24 04 Waiver of Transfer of Rights of Recovery Against Others to Us or similar endorsement, and a WC 00 0313 Waiver of Our Right to Recover from Others for Workers Compensation coverage.

14.5.7 The Certificate Holder should read as follows: Citrus County, Florida, political subdivision of the State of Florida, 3600 W. Sovereign Path, Lecanto, FL 34461.

14.5.8 It is Contractor's responsibility to ensure that all subcontractors comply with these insurance requirements. Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each sub-contractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

14.5.9 All required insurance policies must be written with an insurance carrier having a minimum A.M. Best rating of A-.

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14.5.10 All Certificates must show that the Contractor's policies have been endorsed per the requirements.

15.0 Indemnification: Contractor shall indemnify, save and hold harmless the County and all its officers, agents or employees from all causes of action, claims, demands, losses, liabilities and expenditures of any nature whatsoever, including defense costs and fees, caused by intentional or negligent acts of, or omissions of Contractor, its subcontractors, agents or employees or accruing, resulting from, or related to the subject matter of this Agreement including without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. Neither Contractor, nor any of its agents will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its officers, agents or employees. In the event any lawsuit or other proceeding is brought against County by reason of any such claim, cause of action or demand, Contractor shall, upon written notice from County, resist and defend such lawsuit or proceeding by counsel satisfactory to County or, at County's option, pay for an attorney selected by County to defend County. This indemnification includes attorney's fees and all costs of litigation including appellate attorney's fees and costs as well as any judgments. The parties agree that this clause shall not waive the benefits or provisions of section 768.28, Florida Statutes, or any similar provision of law. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the County, any sums due Contractor under this Agreement may be retained by County until all of the County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by County.

16.0 Change Orders: County may at any time, as the need arises, order changes within the scope of the services without invalidating the Agreement. If such changes result in an increase or decrease in the Contract Price, or in the time required for performance of the Services, an equitable adjustment shall be authorized by way of a Change Order. County also may at any time, by issuing a Field Order, make changes in the details of the Services. Contractor shall proceed with the performance of any changes in the Services so ordered by County unless Contractor believes that such Field Order entitles it to a change in Contract Price or Time, or both, in which event Contractor shall give County written notice thereof within fifteen (15) calendar days after the receipt of the ordered change, and Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from County.

17.0 Termination of Agreement: Either party may terminate this Agreement by giving the other party thirty (30) days written notice. In the event of termination, County will be responsible for compensating Contractor only for those Services satisfactorily completed or partially completed up to the date of termination. Contractor shall not be entitled to compensation for loss of anticipated profit.

18.0 Licenses and Certifications: Contractor, or its sub-contractor(s), shall possess and maintain during the term of this Agreement any and all licenses required to perform the Services covered under this Agreement, as stipulated by the State of Florida and Citrus County Florida.

19.0 Additional Terms and Conditions:

19.1 Advertising: Subject to Chapter 119, Florida Statutes, Contractor shall not publicly disseminate any information concerning the Agreement without prior written approval from County, including, but not limited to mentioning the Agreement in a press release or other promotional material, identifying County as a reference, or otherwise linking Contractor's name and either a description of the Agreement or the name of County in any material published, either in print or electronically, to any entity that is not a party to the Agreement.

19.2 Assignment: Neither County nor Contractor shall sell, assign or transfer any of its rights, duties or obligations under the Agreement without the prior written consent of the other Party. In the event of any assignment, Contractor remains secondarily liable for performance of the Agreement, unless County expressly waives such secondary liability.

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19.3 Bankruptcy or Insolvency: Contractor shall promptly notify County in writing of the filing of any voluntary or involuntary petition for bankruptcy and/or of any insolvency of Contractor or any of its subcontractors who are involved in the provision of the Services under this Agreement.

19.4 Compliance with Laws: Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Local, State and Federal agencies having jurisdiction and authority. These laws, shall include, but not be limited to, Chapter 287 of the Florida Statutes, the Uniform Commercial Code, the Immigration and Nationalization Act, the Americans with Disabilities Act, the United States Occupational Safety and Health Act, the United States Environmental Protection Agency, the State of Florida Department of Environmental Protection, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, sexual orientation, gender identity or expression or veteran's status. Violation of such laws shall be grounds for termination of the Agreement.

19.5 Conflict of Interest: Contractor covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner of degree with the performance of the Services covered under this Agreement. Furthermore, Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor, and its subcontractors at any tier, certify that they have not entered into any contract, sub-contract, or arrangement in connection with the Project covered under this Agreement, or of any property included or planned to be included in the Project, in which any member, officer, of employee of Contractor or its subcontractors, during its tenure, or for two years thereafter, has any interest, direct or indirect. Contractor, and its subcontractors at any tier, shall insert the following provision into each of their contracts and sub-contracts:

> *"No member, officer, or employee of the sub-contractor, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."*

19.6 Correction of Services: Contractor shall promptly remove from the premises all Services rejected by County for failure to comply with the Contract Documents, whether incorporated into the Project or not, and Contractor shall promptly replace and re-execute the Services in accordance with the Contract Documents, without additional expense to County, and shall bear the expense of making good all Services of other contractor's work destroyed or damaged by such removal or replacement. All removal and replacement of Services shall be done at Contractor's expense. If Contractor does not take action to remove such rejected Services within ten (10) calendar days after receipt of written notice from County, County may remove such Services on their own and store the materials at the expense of Contractor.

19.7 County Funds: If sufficient funding is not available for Contractor to complete the Services, County reserves the right to modify the terms and conditions of the Agreement to change the Scope of Services to reduce the cost to match any available funding. If such modifications to the Scope of Services are not feasible, or if funding has been totally exhausted prior to Contractor's completion of its Services, the Agreement shall be terminated on terms reasonably acceptable to both parties. Additionally, in accordance with Section 216.347, Florida Statutes, and as provided herein, Contractor may not expend any County funds for the purpose of lobbying the legislature, or local, state or federal agencies.

19.8 Debarment: Contractor certifies to the best of their knowledge and belief, that they and their principals 1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Municipal, County, State or Federal department or agency, 2) have not, within a three-year period preceding execution of this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local)

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transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property, 3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above, 4) have not within a three-year period preceding execution of this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default, and 5) will advise County immediately if their status changes and will provide an explanation for the change in status.

19.9 Discriminatory Vendor: Contractor certifies that they are not subject to Section 287.134 (2)(a) which specifies that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact business with public entity.

19.10 Disposal of Wastes: Contractor shall handle any waste materials generated in the performance of the Services in full compliance with all laws, regulations, and requirements of all governmental authorities and those of County. Contractor shall use only disposal facilities which have proper permits and are in full compliance with all Laws. Contractor agrees that County has the right to reject, for any reason, Contractor's use of any particular disposal facility.

19.11 Dispute Resolution: For any dispute concerning performance of the Agreement, which includes without limitation controversies based upon breach of contract, mistake, misrepresentation, or other cause for contract modification or rescission, County shall attempt to reach a mutual agreement as to the settlement and resolution of the dispute with Contractor. Should a mutual agreement not be reached, County shall render a decision and reduce such to writing and serve a copy on Contractor. The decision shall be final and conclusive.

19.12 Documentation: All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived there from, will be considered works made for hire and will become the property of County upon expiration or termination of the Agreement without restriction or limitation on their use. Upon delivery to County of said document(s), County will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Contractor will not copyright any material and products or patent any invention developed under this Agreement. Copies of these documents are not to be sold or distributed to third parties without the written consent of County.

19.13 Drug Free Workplace: Contractor certifies that it has in place a Drug-Free Workplace Program in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 702-706).

19.14 Employees, Subcontractors and Agents: All Contractor employees, subcontractors, and agents performing any of the Services under the Agreement shall be properly trained to meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of certification or other proof of qualification. All employees, subcontractors, and agents of Contractor must comply with all security and administrative requirements of County. County may conduct, and Contractor shall cooperate in, a security background check or otherwise assess any employee, sub-contractor, and agent of Contractor. County may refuse access to, or require replacement of, any of Contractor's employee, subcontractor and agent for cause, including, but not limited to, technical or training qualifications, quality of services, change in security status, or non-compliance with County's security or other requirements. Such refusal shall not relieve Contractor of its obligation to perform all Services in compliance with the Agreement. County may reject and bar from any facility for cause any of Contractor's employees, subcontractors, or agents. County shall have the right to review and approve any sub-contractor used by Contractor. Contractor shall be fully responsible to County for the acts and omissions of its subcontractors, and persons directly or indirectly employed by them. It is Contractor's

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responsibility to ensure that their subcontractors are properly licensed to do business in the State of Florida and Citrus County, as required by law.

19.15 Environmental Issues: All notifications regarding environmental issues or requirements shall be sent immediately to County's Contact Person. Unless directed otherwise by County, Contractor is not to contact any local, state or federal governmental agencies concerning environmental issues involving the Project Site.

19.16 Equal Employment Opportunity: Contractor shall not discriminate on the basis of race, color, sex, age, national origin, religion, and disability or handicap in accordance with the Provisions of: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000 et seq.), Title VII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Florida Civil Rights Act of 1992 (§ 760.10 et seq.), Title 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375, Title 49 CFR 23 and Title 49 CFR 26 for Disadvantaged Business Enterprises, Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21 and Title 49 CFR 23, Nondiscrimination on the basis of handicap, Title 49 CFR 27, Americans with Disabilities Act of 1990 (42 U.S.C. 12102, et. seq.), Federal Fair Labor Standards Act (29 U.S.C. § 201, et seq.), and any other Federal and State discrimination statutes. Contractor shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed subcontractors as the State of Florida Department of Transportation, the Secretary of Labor, or County may require. The above shall be required of any sub-contractor hired by Contractor. All Equal Employment Opportunity requirements shall be included in all non-exempt sub-contracts entered into by Contractor. Sub-contracts entered into by Contractor shall also include all other applicable labor provisions. No sub-contract shall be awarded to any non-complying sub-contractor. Additionally, Contractor shall insert in its sub-contracts a clause requiring subcontractors to include these provisions in any lower tier sub-contracts that may in turn be made. Contractor shall comply with all state laws and local ordinances, except that any preferential consideration of local in-state subcontractors is NOT allowed.

19.17 E-Verification System: Contractor shall comply with the Executive order No. 12989 as amended, and Executive Order No. 11-116, and agrees to utilize the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of: (1) all persons employed by Contractor during the contract term to perform any duties within Florida, and; (2) all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

19.18 Force Majeure Event: Neither party 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), act of God (excluding normal or seasonal weather conditions), war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

19.19 Governing Law and Venue: The Agreement shall be governed in accordance with the laws of the State of Florida. In the event of litigation with respect to the obligation of the parties to the Agreement, the jurisdiction and venue of such action shall be an appropriate State Court in Citrus County, Florida.

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19.20 Governmental Restrictions: If Contractor believes that any governmental restrictions have been imposed that require alteration of the materials used, the quality, workmanship or performance of the Services offered under the Agreement, Contractor shall immediately notify County in writing, indicating the specific restriction. County reserves the right and the complete discretion to accept any such alteration or to cancel the Agreement at no further expense to County.

19.21 Immigration and Nationality Act: Contractor shall comply with all immigration laws as outlined in 8 USC § 1324a - Unlawful employment of aliens. County will not intentionally award County contracts to any Contractor who knowingly employs unauthorized Alien workers. Any violation of the employment provisions outlined in the Immigration and Nationality Act throughout the term of any Agreement with County may result in immediate termination of the Agreement. County will consider the employment of unauthorized aliens a violation of Section 274A (e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of the Agreement, by County, if Contractor knowingly employs unauthorized aliens.

19.22 Inspection, Performance, Supervision: County reserves the right to inspect the Services provided by Contractor, whether partially or fully completed, at any time, as deemed appropriate by County for the purpose of ensuring Contractor's performance under the Agreement. Such inspections performed by County, shall not be construed as a final approval of Contractor's Service, and shall not relieve Contractor from its obligations under the Agreement. County reserves the right to inspect, at any reasonable time with prior notice, Contractor's facilities to assess conformity of the provision of the Services with the Agreement requirements. County reserves the right to investigate or inspect, at any time, whether the provision of the Services complies with the Agreement requirements. Contractor shall at all times during the Agreement term remain responsive and responsible. Contractor must be prepared, if requested by County, to present evidence of experience, ability, and financial standing, as well as a statement as to capacity of Contractor for the performance of the provision of the Services covered under the Agreement. This paragraph shall not mean or imply that it is obligatory upon County to make an investigation either before or after award of the Agreement, but should County elect to do so, Contractor is not relieved from fulfilling all Agreement requirements. Contractor shall supervise and direct the performance of its Services and shall be solely responsible for the means, methods, techniques, sequences, and safety of construction. Contractor will employ and maintain at the Project Site a qualified supervisor or superintendent who shall have been designated in writing by Contractor as the Contractor's representative at the Project Site. The supervisor or superintendent shall have full authority to act on behalf of Contractor and all communications given to the supervisor or superintendent shall be as binding as if given directly to Contractor. The supervisor or superintendent shall be present on the Project Site at all times as required to perform adequate supervision and coordination of the Contractor's Services.

19.23 Lawful Claims and Demands: Should any outstanding claims by subcontractors or suppliers incurred in the performance of the Services materialize after County has made Payment to Contractor, Contractor will indemnify and save County harmless from such claims. Acceptance by Contractor of payment shall be and shall operate as a release to County of all claims and all liabilities to Contractor, other than claims in stated amounts as may be specifically excepted by Contractor for things done or furnished in connection with the provision of the Services, and for every act and neglect of County and others relating to or arising out of the provision of the Services covered under this Agreement. Any payment, whether final or otherwise, shall not release Contractor or his sureties from any obligations under the Agreement.

19.24 Lobbying: Contractor shall not, in connection with the Agreement, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any County officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any County officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, Services, employment, or contracts of any kind.

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19.25 Local Preference / Workforce Labor: County believes that the hiring of workforce labor by contractors to whom County awards contracts should, to the maximum extent, be citizens within its boundaries that are unemployed or seeking work for the first time. To that extent, County has agreed to notify CLM Workforce Connection of all awards involving construction and other types of services. CLM Workforce Connection is a local business-led organization that plans and coordinates quality employment and training services for businesses and individual career seekers in Citrus County. Contractor will be contacted by CLM Workforce Connection, to discuss hiring through its staff and services. Contractor's participation with CLM Workforce Connection is not required as a condition of this Agreement, but rather an opportunity for greater support for the community of Citrus County and Contractor in hiring assistance.

19.26 Materials, Services, and Facilities: It is understood that, except as otherwise specifically stated in the Contract Documents, Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Services within the specified time.

19.27 Non-Collusion: Contractor agrees that neither it, nor any of its officers, partners, agents or employees have entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of a free competitive solicitation in connection with this Agreement, and that Contractor intends to do the work with its own bona fide employees or subcontractors and has not provided a response for the benefit of another contractor. Furthermore, Contractor certifies that its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to submitting a response on any public contract.

19.28 Project Site Conditions: Contractor shall be deemed to have examined the Project Site, if applicable and to have secured full knowledge of all conditions under which the Services are to be executed and completed.

19.29 Protection of Persons: Contractor will be responsible for the safety of its employees and the employees of its subcontractors, during the provision of the Services. Contractor will be responsible for initiating, maintaining and supervising all safety programs in connection with the provision of the Services in accordance with applicable safety standards and regulations, as promulgated by the United States Occupational Safety and Health Act. Contractor shall report promptly to County any accident or unusual occurrence during performance of the Services, including personal injury or death to any Contractor employee, sub-contractor employee or any member of the public, or any damage to any of County's property, the Project Site, or adjacent property.

19.30 Public Entity Crime: Pursuant to Section 287.133, Florida Statute, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

19.31 Relationship: Contractor is an independent contractor to County in the provision of the Services under this Agreement and is not an employee, agent, joint-venture, or partner of County.

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19.32 Risk of Loss: Until the Services have been accepted by County, risk of loss or damage to any materials, equipment, supplies or work product, whether partially or fully completed, that are associated with the Services shall remain with Contractor.

19.33 Schedules, Reports and Records: Contractor shall submit to County cost schedules, progress schedules, estimates, records, reports, and any other data, as related to the provision of the Services covered under the Agreement. Furthermore, County reserves the right to inspect and audit Contractor's books and records relating to the Agreement, when deemed appropriate by County. All schedules, reports and records of Contractor, as they relate to the Agreement, shall be retained by Contractor for a period of three (3) years from the date of final payment under the Agreement.

19.34 Scrutinized Companies: Contractor certifies that it is not listed on (a) the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statues, or is engaged in a boycott of Israel; (b) the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or (c) is engaged in business operations in Cuba or Syria. Contractor further understands and accepts that any contract issued as a result of this Bid shall be subject to Section 287.135, Florida Statutes, and subject to immediate termination by County in the event there is any misrepresentation or false certification on the part of Contractor.

19.35 Security and Confidentiality: Contractor shall comply fully with all security procedures of County in the performance of the Agreement. Contractor shall not divulge to third parties any information obtained by Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of the provision of the Services without the written consent of County. However, Contractor shall be permitted to release information to third parties if such information is publicly available through no fault of Contractor, information that Contractor developed independently without relying on County's information, or information that is otherwise obtainable under State and Federal law as a public record. To ensure confidentiality, Contractor shall take appropriate measures as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Agreement.

19.36 Severability: If a court deems any provision of the Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

19.37 Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive completion or termination of the Agreement for any reason.

19.38 Taxes: Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by Contractor in accordance with the laws and regulations of the State of Florida which are applicable to the provision of the Services under the Agreement. County will not pay for any personal property taxes levied on Contractor or for any taxes levied on Contractor's employees' wages. County is a political subdivision of the State of Florida and holds a State of Florida Sales Tax Exemption Certificate (No. 85-8012621778C-1). All purchases made by County directly from a dealer, distributor or manufacturer for materials, equipment or supplies ("direct purchase") instead of through the Contractor are exempt from sales, consumer, use and other similar taxes.

19.39 Waiver: The delay or failure by County to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of County's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude the County of any other or further exercise thereof or the exercise of any other right.

20.0 Authority: Each person signing the Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

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IN WITNESS WHEREOF, this Agreement is accepted by the parties as of the date noted below.

EAGLE BUSINESS SOLUTIONS, LLC
DBA EAGLE DATAGISTICS

Signature of Witness (1)

Manfred Langer
Printed Name of Witness (1)

Signature of Witness (2)

Michael Meile
Printed Name of Witness (2)

BY: _____
CHARLES EGERTER, CEO

STATE OF Florida
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 11. day of February, 2021, by Charles Egerter as CEO who is ☑ personally known to me or ☐ who produced N/A as identification.

Witness my hand and official seal this 11. day of February, 2021.

Official use only

Ilse Maria Kearney
NOTARY PUBLIC Signature
Printed Name: Ilse Maria Kearney
Commission No.: HH 71521
Expiration Date: December 31. 2024

SEAL

ILSE MARIA KEARNEY
Notary Public - State of Florida
Commission # HH 71521
My Comm. Expires Dec 13, 2024
Bonded through National Notary Assn.

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:

ANGELA VICK, CLERK

BY: _____
SCOTT CARNAHAN, CHAIRMAN

DATE: _____

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GUARDIAN EAGLE

WORK ORDER

ONTRACK FOR DATABASES

EXHIBIT "A"

OnTrack Details:

Work Order Identifier:	Citrus County/OnTrack Basic-October 2020-2021- Oracle and SQL Server
Assigned Consultant:	OnTrack DBA Team
Eagle Sales Representative:	Bethany Belk
Commencement Date:	10/1/2020-9/30/2023, with an option to renew for one (1) additional, three (3) year period
Job Site:	Remote

Covered Databases:

#	OnTrack Type	Description	Prod/Test/Dev	DB Type	24x7 (Y)
1	Basic	GISAER - ESRI Aerials	Prod	Oracle	N
2	Basic	GISEDIT- ESRI Functions	Prod	Oracle	N
3	Basic	PARCELED- ESRI Functions	Prod	Oracle	N
4	Basic	FAST- Fleet	Prod	Oracle	N
5	Basic	V75- Hansen SW	Prod	Oracle	N

#	OnTrack Type	Description	Prod/Test/Dev	DB Type	24x7 (Y)
1	Basic	GISAER - ESRI Aerials	Prod	SQL Server -Standard Edition	N
2	Basic	GISEDIT- ESRI Functions	Prod	SQL Server -Standard Edition	N
3	Basic	PARCELED- ESRI Functions	Prod	SQL Server -Standard Edition	N
4	Basic	V75- Hansen SW	Prod	SQL Server -Standard Edition	N

Fees:

Oracle Base Fee:	$2,625/ month	
	$7,688/ quarter	2.5% Discount
	$30,000/ year	5% Discount

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SQL Server Base Fee:	$2,142/ month	
	$6,273/ quarter	2.5% Discount
	$24,480/ year	5% Discount
TOTAL COMBINED FEES:	$4,767 month	
	$13,961/ quarter	2.5% Discount
	$54,480/ year	5% Discount

Out of Scope Ad-Hoc Rates:

Business Hours: 8:30am - 5pm EST, M-F	$165/hr (1 hr min)
After-hours, Weekends, and Holidays:	$215/hr (1 hr min)

Description of Work:

1) OnTrack℠ Basic 8x5

(8 hours per day, 5 days per week, not including holidays and weekends)

- Manage and administer emails and alerts
- Database Performance Management and Tuning
- Management and configuration of Database Backup jobs
- Advise and consult customer on DB Recovery strategy and planning
- Datafile and instance Management
- Eagle Response Time: Two (2) hour response time is guaranteed, however Eagle always strives to respond as quickly as possible. After initial response to alerts or requests from Company, Eagle will:
  - During Business Hours: We will attempt to resolve issues within 30 minutes
  - After hours and Holiday assistance resolution will be determined based on Customer's request and Consultant's availability.
  - If problem cannot be resolved within 30 minutes, an estimate of the required work will be provided and work will commence upon written approval by "Company Authorized Representative".
- Monthly Database Status Reports – Details of activity and support provided during the month as well as summary reporting on the current state of the database.

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Project Work Order:

Work Order Identifier:	2020-2021 Citrus County Systems Management Bucket of Hours
Assigned Consultant:	Eagle DBA Team
Eagle Sales Representative:	Bethany Belk
Commencement Date:	10/1/2020-9/30/2023, with an option to renew for one (1) additional, three (3) year period
Job Site:	Remote
Dollar Amount:	$14,000.00 (On an as needed basis approved by County)

Applicable Fees:

Business Hours:	$165/hr (3 hr minimum, 1 hr for OnTrack customers) Business Hours: 8:30 am to 5:00pm EST, M-F
After-hours, Weekends, and Holidays:	$215/hr (3 hr minimum, 1 hr for OnTrack customers) Outside of business hours, Weekends, and Holidays

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Project Work Order:

Work Order Identifier:	2020-2021 Citrus County IPS Migration Project- Phase II
Assigned Consultant:	Eagle DBA Team
Eagle Sales Representative:	Bethany Belk
Commencement Date:	10/1/2020-9/30/2023, with an option to renew for one (1) additional, three (3) year period
Job Site:	Remote
Dollar Amount	$23,000 (On an as needed basis approved by County)

Applicable Fees:

Business Hours:	$165/hr (3 hr minimum, 1 hr for OnTrack customers) Business Hours: 8:30 am to 5:00pm EST, M-F
After-hours, Weekends, and Holidays:	$215/hr (3 hr minimum, 1 hr for OnTrack customers) Outside of business hours, Weekends, and Holidays

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AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	SGS 21-040 Datto Siris Ent Disaster Recovery Cloud Storage & Mgmnt.Services; ITPARTNERS PLUS LLC
AGENDA DATE:	**March 09, 2021**

BRIEF OVERVIEW:

On January 23, 2018, Board awarded ITB 18-017 Datto Siris 3 Enterprise disaster Recovery Cloud Storage to Big Sur Technologies, Inc. who after award were not responsive to managed support requests of the County.

On May 14, 2019, Board approved an Agreement ITPartners Plus LLC to provide the storage and managed support without an agreement with the County. For the past two years IT Partners Plus LLC has been managing the County's Datta backup solution. They are aware of the needs of our organization and have specific insights of the County's needs. Upon supporting the installed appliance and services, they quickly identified and remediated configuration errors they inherited from the original installation. They helped restore a critical virtual machine using Datto and their skills in July 2019, have assisted the County in pre-hurricane planning, and have worked with County staff to maximize the use the existing Datto appliance which has been at maximum capacity since January 29, 2020.

Almost as soon as IT Partners Plus LLC started supporting our backups, a ransomware technique that deletes all the backups before the ransomware triggers became known. IT Partners Plus LLC reconfigured our systems and trained the staff on how to eliminate the vectors before they were widely known to the public. Also, their company's monitoring solution and staff often notifies us of failed backups that puts the county's data at risk, often before County staff are aware of the situation. This support happens on weekends, holidays, and storm events.

When staff realized that there was not an agreement between County and ITPartners Plus LLC, Staff advertised a single source SGS 21-040 Datto Siris Enterprises Disaster Recovery Cloud Storage and Managed support per County procurement rules and now desire to execute an Agreement between County and ITPartners Plus LLC, for disaster recovery cloud storage and managed support services at an annual cost of $44,340.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance*
2150-53416	SA	$149,584	$50,800	$7,208	$91,576

Systems Management-Software as a Service
Available balance prior to award

RECOMMENDED ACTION:

Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and ITPartners Plus LLC to provide Datto Siris Enterprise disaster recovery cloud Storage and managed support services.

Citrus County Board of County Commissioners

Department of Systems Management
3600 W. Sovereign Path, Lecanto, FL 34461
Phone: (352) 527-5232

TO: Colleen Scott, Management and Budget Director

VIA: Linda Morse, Purchasing & Contract Manager

FROM: Todd Dunn, Chief Information Officer

DATE: December 23, 2020

RE: Single Source selection of IT Partners+

I am requesting approval of IT Partners+ as a single source service provider of backup and disaster recovery services. They provide the file backup and disaster recovery services across most file systems.

For the past two years IT Partners+ has been managing the County's Datta backup solution. They are aware of the needs of our organization and have specific insights of the County's needs. Upon beginning supporting the installed appliance and services, they quickly identified and remediated configuration errors they inherited from the original installation. They helped restore a critical virtual machine using Datto and their skills in July 2019, have assisted the County in pre-hurricane planning, and have worked with County staff to maximize the use the existing Datto appliance which has been at maximum capacity since January 29, 2020.

ITPartners+ has achieved Datto's highest level of achievement. Blue status puts them in the Top 100 out of nearly 17,000 global Datto partners. They are one of two US partners that have an exclusive Datto partner program with local governments, and they provide educational presentations which are exclusively about how to keep local governments safe from the evolving threat of ransomware.

Almost as soon as IT Partners+ started supporting our backups, a ransomware technique that deletes all the backups before the ransomware triggers became known in the wild. IT Partners+ reconfigured our systems and trained the staff on how to eliminate the vectors before they were widely known to the public. Also, their company's monitoring solution and staff often notifies us of failed backups that puts the county's data at risk, often before County staff are aware of the situation. This support even happens on weekends, holidays, and storm events.

Because they are located in Michigan and two of our three levels of backups are located in the cloud, IT Partners+ is well positioned to help with the County's data reconstruction efforts if the County suffered a devastating, regional, natural disaster. IT Partners+ Blue level status provides Citrus County with 24/7/365 direct-to-tech support from Datto engineers.

CC: Jade Jones, Fiscal Specialist
Matthew Bussinger, Network Operations Manager

Attachment: SGS 21-040 AGENDA 3-9-21 (12556 : SGS 21-040 Datto Siris Ent Disaster Recovery Cloud Storage & Mgmnt.Services;

CERTIFICATE OF LIABILITY INSURANCE

DATE (M 02/17/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Thornapple Insurance Agency
6157 28th St Ste 19
Grand Rapids MI 49546

CONTACT NAME: Jason Brown
PHONE (A/C, No, Ext): 616-957-1710 **FAX (A/C, No):** 616-957-2275
E-MAIL ADDRESS: jbrown@thornappleinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Massachusetts Bay Ins Co	22306
INSURER B : AUTO-OWNERS INSURANCE COMPANY	18988
INSURER C : HANOVER INSURANCE COMPANY	22292
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
ITPARTNERS PLUS LLC
2851 CHARLEVOIX DR SE SUITE 100
GRAND RAPIDS, MI 49546

COVERAGES **CERTIFICATE NUMBER:** 20210217095449104 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	ODIA248146	03/18/2020	03/18/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	4942493801	03/18/2020	03/18/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	N	N	ODIA248146	03/18/2020	03/18/2021	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WHIA248181	03/18/2020	03/18/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	EMPLOYEE DISHONESTY	N	N	16097839	09/15/2020	09/15/2021		$40,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Professional/Cyber Liabiality - $2,000,000 per Occurence

CERTIFICATE HOLDER

CITRUS COUNTY, FLORIDA
3600 W. SOVEREIGN PATH
SUITE 266
LECANTO FL 34461

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE Jason Brown

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Attachment: SGS 21-040 AGENDA 3-9-21 (12556 : SGS 21-040 Datto Siris Ent Disaster Recovery Cloud Storage & Mgmnt.Services;

AMBEST 9-2021 ITPartners Plus

Massachusetts Bay Insurance Company

AMB #: 002226 **NAIC #: 22306** **FEIN #: 042217600**

Administrative Office
440 Lincoln Street
Worcester, Massachusetts 01653-0002
United States

Web: www.hanover.com
Phone: 508-853-7200
Fax: 508-853-6332
View Additional Address Information

AM Best Rating Unit: AMB #: 004861 - Hanover Ins Group Prop & Cas Cos
Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.

View additional news, reports and products for this company.

Based on AM Best's analysis, 058505 - The Hanover Insurance Group, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength Rating View Definition

Rating:	A (Excellent)
Affiliation Code:	r (Reinsured)
Financial Size Category:	XV ($2 Billion or greater)
Outlook:	Stable
Action:	Affirmed
Effective Date:	June 18, 2020
Initial Rating Date:	June 30, 1960

Long-Term Issuer Credit Rating View Definition

Long-Term:	a+ (Excellent)
Outlook:	Stable
Action:	Affirmed
Effective Date:	June 18, 2020
Initial Rating Date:	May 04, 2005

Auto-Owners Insurance Company

AMB #: 000188 **NAIC #: 18988** **FEIN #: 380315280**

Mailing Address
P.O. Box 30660
Lansing, Michigan 48909
United States

Attachment: SGS 21-040 AGENDA 3-9-21 (12556 : SGS 21-040 Datto Siris Ent Disaster Recovery Cloud Storage & Mgmnt.Services;

Web: www.auto-owners.com
Phone: 517-323-1200
Fax: 517-391-1901
View Additional Address Information

AM Best Rating Unit: AMB #: 004354 - Auto-Owners Insurance Group
Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

View additional news, reports and products for this company.

Based on AM Best's analysis, 000188 - Auto-Owners Insurance Company is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength Rating View Definition

Rating:	A++ (Superior)
Financial Size Category:	XV ($2 Billion or greater)
Outlook:	Stable
Action:	Affirmed
Effective Date:	December 10, 2020
Initial Rating Date:	June 30, 1922

Long-Term Issuer Credit Rating View Definition

Long-Term:	aa+ (Superior)
Outlook:	Stable
Action:	Affirmed
Effective Date:	December 10, 2020
Initial Rating Date:	May 30, 2007

The Hanover Insurance Company

AMB #: 002225 **NAIC #: 22292** **FEIN #: 135129825**

Administrative Office
440 Lincoln Street
Worcester, Massachusetts 01653-0002
United States

Web: www.hanover.com
Phone: 508-853-7200
Fax: 508-853-6332
View Additional Address Information

AM Best Rating Unit: AMB #: 004861 - Hanover Ins Group Prop & Cas Cos
Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.

Attachment: SGS 21-040 AGENDA 3-9-21 (12556 : SGS 21-040 Datto Siris Ent Disaster Recovery Cloud Storage & Mgmnt.Services;

View additional news, reports and products for this company.

Based on AM Best's analysis, 058505 - The Hanover Insurance Group, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of operating insurance entities in this structure.

Best's Credit Ratings

Financial Strength Rating View Definition

Rating:	A (Excellent)
Affiliation Code:	g (Group)
Financial Size Category:	XV ($2 Billion or greater)
Outlook:	Stable
Action:	Affirmed
Effective Date:	June 18, 2020
Initial Rating Date:	December 31, 1907

Long-Term Issuer Credit Rating View Definition

Long-Term:	a+ (Excellent)
Outlook:	Stable
Action:	Affirmed
Effective Date:	June 18, 2020
Initial Rating Date:	May 04, 2005

Attachment: SGS 21-040 AGENDA 3-9-21 (12556 : SGS 21-040 Datto Siris Ent Disaster Recovery Cloud Storage & Mgmnt.Services;

SERVICES AGREEMENT

This Services Agreement is entered into by the parties this _____ day of _____, 2021.

1.0 Parties:

Citrus County, Florida, a Political Subdivision of the State of Florida, (County).

and

ITPARTNERS PLUS, LLC, (Contractor).

2.0 Designated Contact Person as to County:	**3.0 Designated Contact Person as to Contractor**:
Todd Dunn, Systems Management Director Citrus County Systems Management 3600 W. Sovereign Path Lecanto, Florida 34461 Phone: 352-527-5275 FAX: 352-527-7668 Email: todd.dunn@citrusbocc.com	Sean Trudeau, Business Development Director ITPARTNERS PLUS, LLC 2851 Charlevoix Dr. SE Ste 100 Grand Rapids, MI 49546 Phone: 616-828-1010 Fax: None Email: Sean@itpartners.com

4.0 Notices: All notices between County and Contractor, as required under the Agreement, shall be by telephone, facsimile, e-mail, mail, or by personal delivery to the respective designated contact person identified above. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

5.0 Entire Agreement: This Agreement, and its associated Documents referenced herein, together with any executed Addenda, shall constitute the entire Agreement between Contractor and County (hereinafter referred to as the "Agreement"). In resolving conflicts, errors, discrepancies, and disputes concerning the scope of Services or other rights or obligations of the parties, precedence shall be given in the following order (1) a fully executed Addendum to this Agreement (later executed Addenda taking precedence over earlier dated Addenda), (2) provisions of this Agreement, (3) provisions of the Purchase Order, and (4) provisions contained in any governmental regulation incorporated herein by reference. There are no understandings or agreements except as herein expressly stated.

6.0 Agreement Documents:
1. Exhibit "A" - Quote

7.0 Terms of Agreement and Commencement of Services: The duration of the Agreement shall be for a period of three (3) years from the date that the Parties have executed the Agreement, with an option to renew for one (1) additional, three (3) year period. The renewal option will be conditioned upon satisfactory performance by Contactor and will be subject to availability of funds. The renewal option can only be exercised through mutual agreement between County and Contractor. The date that Contractor shall commence the provision of Services shall be the date on which a Purchase Order and a Notice to Proceed is received by Contractor.

Attachment: SGS 21-040 AGENDA 3-9-21 (12556 : SGS 21-040 Datto Siris Ent Disaster Recovery Cloud Storage & Mgmnt.Services;

8.0 Modification of Agreement: The Agreement may only be modified or amended upon mutual written agreement of County and Contractor. No oral agreements or representations shall be valid or binding upon County or Contractor. No alteration or modification of the Agreement terms, including substitution of product, shall be valid or binding against County. Contractor may not unilaterally modify the terms of the Agreement by affixing additional terms by incorporating such terms onto Contractor's documents forwarded by Contractor to County for payment. County's acceptance of product or processing of documentation on forms furnished by Contractor to County for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

9.0 Services Provided by Contractor: The Services to be provided by Contractor are summarized in Exhibit "A", attached to this Agreement. If County identifies any additional Services to be provided by Contractor that are not covered under the original Agreement, such additional services shall be made a part of this Agreement by a written Amendment.

10.0 Compensation to Contractor: Compensation to be paid to Contractor for the provision of the Services agreed to herein shall be per the unit pricing noted in Exhibit "A", attached to this Agreement.

11.0 Payment of Payment Requests:

11.1 Payment Requests: Requests for payment for the provision of the Services provided under the Agreement shall be submitted no more frequently than once per month, unless stipulated differently in the Agreement. At a minimum, the payment requests shall include the Purchase Order Number, a description of the Services provided, and the amount of the payment request. All requests for payment shall be submitted in sufficient detail to demonstrate compliance with the terms of the Agreement and to allow for the proper pre-audit and post-audit thereof. Requests for payment that include travel expenses shall be in accordance with Section 112.061, Florida Statutes. County reserves the right to require any information from Contractor that County deems necessary to substantiate claims for remuneration. Upon receipt of Contractor's payment request, County will review such to ensure that it is in proper order, and that the Services covered under the payment request have been completed in accordance with this Agreement. If it is found that the payment request is not in proper order, or the Services covered under the payment request do not satisfy this Agreement, the payment request may be rejected.

11.2 Prompt Payment: County shall make payment of a payment request in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act" from the date which a payment request in proper order is recorded as received by County, for Services completed to the satisfaction of County.

11.3 Form of Request: If the payment request is not received in proper order, County may reject the payment request within ten (10) business days after the date on which the payment request is recorded as received by County. County shall provide Contractor with a written notification of the rejection specifying the deficiency and corrective measures necessary to make the payment request proper. Upon receipt of a payment request that corrects the deficiency, County shall make payment in accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act".

11.4 Resolution of Payment Request Disputes: In the event of a dispute between Contractor and County concerning the full or partial payment of a payment request, such disagreement shall be finally determined by County. If the dispute between Contractor and County involves a portion of a payment request, the undisputed portion shall be paid by County in a timely manner, as long as the payment request for the undisputed portion is in proper order. Proceedings to resolve the dispute will be commenced within forty-five (45) business days after the date the payment request in dispute was recorded as being received by County and will be concluded by final decision of County within sixty (60) business days after the date on which the payment request was recorded as being received by County. Such procedures do not constitute an administrative proceeding that prohibits a court from deciding de novo any action arising out of the dispute.

Attachment: SGS 21-040 AGENDA 3-9-21 (12556 : SGS 21-040 Datto Siris Ent Disaster Recovery Cloud Storage & Mgmnt.Services;

11.5 Purchase Order: Although an Agreement will be executed by County and Contractor for the Services being purchased by County, a purchase order will also be issued to Contractor for the purpose of facilitating payment to Contractor. Except under an "emergency request", Contractor shall not provide any Services to County until Contractor has received a purchase order from County. Contractor shall be permitted to accept an order to provide Services under an emergency purchase without a purchase order; however such request from County must be transmitted to the Contractor via facsimile or e-mail. The written transmission order must be submitted with any payment request submitted by the Contractor for such emergency requests.

11.6 Payments to Subcontractors: When Contractor receives from County any payment for Services covered under the Agreement, Contractor must pay such moneys received to each subcontractor or supplier in proportion to the percentage of the Services completed by each subcontractor or supplier within ten (10) business days after Contractor's receipt of the payment. If Contractor receives less than full payment, then Contractor shall be required to disburse only the funds received on a pro rata basis to its subcontractors and suppliers, each receiving a prorated portion based on the amount due on the payment. If a subcontractor receives payment from Contractor for labor, services or materials furnished by subcontractors or suppliers hired by the subcontractor, the subcontractor must remit payment due to those subcontractors or suppliers within seven (7) business days after the subcontractor's receipt of payment from Contractor.

11.7 ACH Enrollment: All Contractors will be required to complete an "Authorization Agreement for ACH Credits Enrollment Form". Payments will be deposited directly into Contractor's bank account. This means there is no need to wait for the check to come in the mail, and eliminates the possibility of a lost check. The Clerk's Accounts Payable Department will provide confirmation via email when payments are transmitted, ensuring immediate notification.

12.0 Warranties:

12.1 Warranty of Ability to Perform: Contractor warrants that, to the best of its knowledge, there are no pending or threatened actions, proceedings, investigations, or any other legal or financial conditions, that would in any way prohibit, restrain, or diminish Contractor's ability to satisfy its obligations under the Agreement.

12.2 Warranty Against Defects in Workmanship: Contractor shall warrant its Services against defects in materials and workmanship for a minimum period of one (1) year from acceptance of the Services by County. Should any defects in materials or workmanship appear during the warranty period, Contractor shall replace the materials or equipment, or repair or re-do the service, immediately upon receipt of written notice from County, at no additional expense to County. Contractor shall warrant such replaced materials or equipment, or repaired or re-done Services, for a period of one (1) year after acceptance of such by County.

12.3 Warranty of Standard Care: In the performance of professional services, Contractor will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. Contractor will use due care in performing its Services and will have due regard for acceptable professional standards and principles. Contractor's standard of care shall not be altered by the application, interpretation, or construction of any other provision of this Agreement. If any of the Services performed by Contractor do not comply with the foregoing warranties and County notifies Contractor of such, then Contractor shall (at its sole expense) promptly re-execute the nonconforming Services. All such re-performed Services shall be performed on a mutually agreed schedule. Contractor shall and does hereby assign to County the benefits of any of Contractor's sub-consultant's or subcontractor's warranties. Such assignment shall not relieve Contractor of its warranty obligations for performance or standard of care to County under this Agreement.

12.4 Warranty of Title: Title to any work product furnished by Contractor under the Agreement shall pass to County to the extent of the payments made for such by County, or on the date that County accepts the completed Services of Contractor. When title passes to County in accordance with the

Attachment: SGS 21-040 AGENDA 3-9-21 (12556 : SGS 21-040 Datto Siris Ent Disaster Recovery Cloud Storage & Mgmnt.Services;

Agreement, Contractor warrants that the work product furnished will be free and clear of all security interests, liens and encumbrances or claims of any party.

13.0 Public Records: Contractor will keep and maintain public records required by the County to perform the service. Upon request from the County's custodian of public records, Contractor will provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statues, or as otherwise provided by law. Contractor will ensure that the 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 the Agreement and following completion of the Agreement if Contractor does not transfer the records to the County. Upon completion of the Agreement, Contractor will transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by County to perform the service. If Contractor transfers all public records to County upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology system of the County. If Contractor does not comply with the County's request for public records, the County shall enforce the provisions of the Agreement in accordance with the terms of the Agreement and may cancel the Agreement.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT NANCY COLOGNA, CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; EMAIL: NANCY.COLOGNA@CITRUSBOCC.COM; PHONE: (352)527-5235.

14.0 Insurance: During the term of the Agreement, Contractor, at its sole expense, shall provide insurance of such a type and with such terms and limits as noted below. Providing and maintaining adequate insurance coverage is a material obligation of Contractor. Contractor shall provide County a certificate(s) of insurance, evidencing such coverage.

14.1 Minimum Insurance Requirements: Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors. The coverage's, limits or endorsements required herein protect the primary interests of County, and these coverage's, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect Contractor against any loss exposures, whether as a result of the Project or otherwise. The requirements contained herein, as well as County's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under a contract.

14.2 Commercial General Liability: Contractor must obtain an occurrence form policy for limits not less than $1,000,000 each occurrence, $1,000,000 products / completed operations each occurrence, $1,000,000 personal and advertising injury liability, $50,000 fire damage liability and $5,000 medical expense.

14.3 Automobile Liability: Contractor must obtain coverage for all for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident. In the event Contractor does not own vehicles, Contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Attachment: SGS 21-040 AGENDA 3-9-21 (12556 : SGS 21-040 Datto Siris Ent Disaster Recovery Cloud Storage & Mgmnt.Services;

14.4 Workers Compensation and Employer's Liability:

14.4.1 Contractor must obtain Workers Compensation insurance with limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act. 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.

14.4.2 For any officer of a Contractor that has exempt status as an individual, the County requires proof of workers compensation insurance coverage for that contractor/employer/owner's employees. If the contractor/employer/owner or individual has applied for a workers compensation exemption, the County does not recognize this exemption to extend to the employees of the contractor/employer/owner.

14.4.3 The purpose of this section is to ensure that all contractors, subcontractors, sole proprietors, or business entities of any kind who contract with the County for provision of goods or services, provide workers compensation coverage for all employees, and principles of subcontractors, subcontractors, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

14.5 Cyber Liability:

14.5.1 Coverage must be afforded in an amount not less than $1,000,000 per loss for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

14.6 Professional Liability and/or Errors and Omissions Liability:

14.6.1 Professional (E&O) Liability must be afforded for personal injury and Property Damage for not less than $1,000,000 each claim, $1,000,000 policy aggregate.

14.7 Other Insurance Provisions:

14.7.1 Contractor shall provide a Certificate of Insurance to County with a thirty (30) day notice of cancellation and/or changes in policy language, and ten (10) day notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims made" or "occurrence" form. If any coverage is provided under a claims made form the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

14.7.2 Contractor has sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible or self-insured amounts that exceed $10,000, Contractor shall maintain a Commercial Surety Bond or Letter of Credit in an amount equal to said deductible or self-insured retention.

14.7.3 All required insurance policies must be maintained until the contract work has been accepted by County.

14.7.4 Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees and volunteers are to be covered as an Additional Named Insured on all policies except Worker's Compensation. The coverage shall contain no special limitation on the scope of protection afforded to the County, its officials, employees or volunteers.

14.7.5 Contractor's insurance coverage shall be primary insurance as respects County, its officials, employees and volunteers. Any insurance or self-insurance maintained by County, its officials, employees or volunteers shall be excess of Contractor's insurance and shall be non-contributory.

Attachment: SGS 21-040 AGENDA 3-9-21 (12556 : SGS 21-040 Datto Siris Ent Disaster Recovery Cloud Storage & Mgmnt.Services;

14.7.6 For General Liability, Auto Liability and Workers Compensation insurance: Contractor and its insurance carrier waive all subrogation rights against County for all losses or damages that 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 General Liability policies to be endorsed with CG 24 04 Waiver of Transfer of Rights of Recovery Against Others to Us or similar endorsement, and a WC 00 0313 Waiver of Our Right to Recover from Others for Workers Compensation coverage.

14.7.7 The Certificate Holder should read as follows: Citrus County, Florida, political subdivision of the State of Florida, 3600 W. Sovereign Path, Lecanto, FL 34461.

14.7.8 It is Contractor's responsibility to insure that all subcontractors comply with these insurance requirements. Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each sub-contractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

14.7.9 All required insurance policies must be written with an insurance carrier having a minimum A.M. Best rating of A-.

14.7.10 All Certificates must show that the Contractor's policies have been endorsed per the requirements.

14.7.11 Once ALL paperwork is completed and received by the County, an email will be sent to Contractor requesting online registration with myCOI. It is critical that the County is provided with an accurate email address. The cost to register is $19.95 per year and a credit/debit card will be needed. Part of the registration process includes providing contact information for Contractor's insurance agent(s), which will be needed at the time of registration. Once registered, an email will be sent to the insurance agent(s) requesting them to upload a current Certificate of Insurance (COI) directly into the myCOI website. Certificates of Insurance cannot be mailed, emailed or faxed to County. Contractor will not be allowed to begin work and no payments will be made until registration is completed and a compliant Certificate of Insurance is received from Contractor's agent(s). This is a yearly requirement for the duration of the Agreement.

15.0 Indemnification: Contractor shall indemnify, save and hold harmless the County and all its officers, agents or employees from all causes of action, claims, demands, losses, liabilities and expenditures of any nature whatsoever, including defense costs and fees, caused by intentional or negligent acts of, or omissions of Contractor, its subcontractors, agents or employees or accruing, resulting from, or related to the subject matter of this Agreement including without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. Neither Contractor, nor any of its agents will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its officers, agents or employees. In the event any lawsuit or other proceeding is brought against County by reason of any such claim, cause of action or demand, Contractor shall, upon written notice from County, resist and defend such lawsuit or proceeding by counsel satisfactory to County or, at County's option, pay for an attorney selected by County to defend County. This indemnification includes attorney's fees and all costs of litigation including appellate attorney's fees and costs as well as any judgments. The parties agree that this clause shall not waive the benefits or provisions of section 768.28, Florida Statutes, or any similar provision of law. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the County, any sums due Contractor under this Agreement may be retained by County until all of the County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by County.

16.0 Change Orders: County may at any time, as the need arises, order changes within the scope of the services without invalidating the Agreement. If such changes result in an increase or decrease in the Contract Price, or in the time required for performance of the Services, an equitable adjustment shall be authorized by

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way of a Change Order. County also may at any time, by issuing a Field Order, make changes in the details of the Services. Contractor shall proceed with the performance of any changes in the Services so ordered by County unless Contractor believes that such Field Order entitles it to a change in Contract Price or Time, or both, in which event Contractor shall give County written notice thereof within fifteen (15) calendar days after the receipt of the ordered change, and Contractor shall not execute such changes pending the receipt of an executed Change Order or further instruction from County.

17.0 Termination of Agreement: Either party may terminate this Agreement by giving the other party thirty (30) days written notice. In the event of termination, County will be responsible for compensating Contractor only for those Services satisfactorily completed or partially completed up to the date of termination. Contractor shall not be entitled to compensation for loss of anticipated profit.

18.0 Licenses and Certifications: Contractor, or its sub-contractor(s), shall possess and maintain during the term of this Agreement any and all licenses required to perform the Services covered under this Agreement, as stipulated by the State of Florida and Citrus County Florida.

19.0 Additional Terms and Conditions:

19.1 Advertising: Subject to Chapter 119, Florida Statutes, Contractor shall not publicly disseminate any information concerning the Agreement without prior written approval from County, including, but not limited to mentioning the Agreement in a press release or other promotional material, identifying County as a reference, or otherwise linking Contractor's name and either a description of the Agreement or the name of County in any material published, either in print or electronically, to any entity that is not a party to the Agreement.

19.2 Assignment: Neither County nor Contractor shall sell, assign or transfer any of its rights, duties or obligations under the Agreement without the prior written consent of the other Party. In the event of any assignment, Contractor remains secondarily liable for performance of the Agreement, unless County expressly waives such secondary liability.

19.3 Bankruptcy or Insolvency: Contractor shall promptly notify County in writing of the filing of any voluntary or involuntary petition for bankruptcy and/or of any insolvency of Contractor or any of its subcontractors who are involved in the provision of the Services under this Agreement.

19.4 Compliance with Laws: Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Local, State and Federal agencies having jurisdiction and authority. These laws, shall include, but not be limited to, Chapter 287 of the Florida Statutes, the Uniform Commercial Code, the Immigration and Nationalization Act, the Americans with Disabilities Act, the United States Occupational Safety and Health Act, the United States Environmental Protection Agency, the State of Florida Department of Environmental Protection, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, sexual orientation, gender identity or expression or veteran's status. Violation of such laws shall be grounds for termination of the Agreement.

19.5 Conflict of Interest: Contractor covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner of degree with the performance of the Services covered under this Agreement. Furthermore, Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor, and its subcontractors at any tier, certify that they have not entered into any contract, sub-contract, or arrangement in connection with the Project covered under this Agreement, or of any property included or planned to be included in the Project, in which any member, officer, of employee of Contractor or its subcontractors, during its tenure, or for two years thereafter, has any interest, direct

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or indirect. Contractor, and its subcontractors at any tier, shall insert the following provision into each of their contracts and sub-contracts:

"No member, officer, or employee of the sub-contractor, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."

19.6 Correction of Services: Contractor shall promptly remove from the premises all Services rejected by County for failure to comply with the Contract Documents, whether incorporated into the Project or not, and Contractor shall promptly replace and re-execute the Services in accordance with the Contract Documents, without additional expense to County, and shall bear the expense of making good all Services of other contractor's work destroyed or damaged by such removal or replacement. All removal and replacement of Services shall be done at Contractor's expense. If Contractor does not take action to remove such rejected Services within ten (10) calendar days after receipt of written notice from County, County may remove such Services on their own and store the materials at the expense of Contractor.

19.7 County Funds: If sufficient funding is not available for Contractor to complete the Services, County reserves the right to modify the terms and conditions of the Agreement to change the Scope of Services to reduce the cost to match any available funding. If such modifications to the Scope of Services are not feasible, or if funding has been totally exhausted prior to Contractor's completion of its Services, the Agreement shall be terminated on terms reasonably acceptable to both parties. Additionally, in accordance with Section 216.347, Florida Statutes, and as provided herein, Contractor may not expend any County funds for the purpose of lobbying the legislature, or local, state or federal agencies.

19.8 Debarment: Contractor certifies to the best of their knowledge and belief, that they and their principals 1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Municipal, County, State or Federal department or agency, 2) have not, within a three-year period preceding execution of this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements; or receiving stolen property, 3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated above, 4) have not within a three-year period preceding execution of this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default, and 5) will advise County immediately if their status changes and will provide an explanation for the change in status.

19.9 Discriminatory Vendor: Contractor certifies that they are not subject to Section 287.134 (2)(a) which specifies that an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity, and may not transact business with public entity.

19.10 Disposal of Wastes: Contractor shall handle any waste materials generated in the performance of the Services in full compliance with all laws, regulations, and requirements of all governmental authorities and those of County. Contractor shall use only disposal facilities which have proper permits and are in full compliance with all Laws. Contractor agrees that County has the right to reject, for any reason, Contractor's use of any particular disposal facility.

19.11 Dispute Resolution: For any dispute concerning performance of the Agreement, which includes without limitation controversies based upon breach of contract, mistake, misrepresentation, or other

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cause for contract modification or rescission, County shall attempt to reach a mutual agreement as to the settlement and resolution of the dispute with Contractor. Should a mutual agreement not be reached, County shall render a decision and reduce such to writing and serve a copy on Contractor. The decision shall be final and conclusive.

19.12 Documentation: All tracings, plans, specifications, maps, computer files and/or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived there from, will be considered works made for hire and will become the property of County upon expiration or termination of the Agreement without restriction or limitation on their use. Upon delivery to County of said document(s), County will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Contractor will not copyright any material and products or patent any invention developed under this Agreement. Copies of these documents are not to be sold or distributed to third parties without the written consent of County.

19.13 Drug Free Workplace: Contractor certifies that it has in place a Drug-Free Workplace Program in accordance with the Drug-Free Workplace Act of 1988 (41 U.S.C. 702-706).

19.14 Employees, Subcontractors and Agents: All Contractor employees, subcontractors, and agents performing any of the Services under the Agreement shall be properly trained to meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of certification or other proof of qualification. All employees, subcontractors, and agents of Contractor must comply with all security and administrative requirements of County. County may conduct, and Contractor shall cooperate in, a security background check or otherwise assess any employee, sub-contractor, and agent of Contractor. County may refuse access to, or require replacement of, any of Contractor's employee, subcontractor and agent for cause, including, but not limited to, technical or training qualifications, quality of services, change in security status, or non-compliance with County's security or other requirements. Such refusal shall not relieve Contractor of its obligation to perform all Services in compliance with the Agreement. County may reject and bar from any facility for cause any of Contractor's employees, subcontractors, or agents. County shall have the right to review and approve any sub-contractor used by Contractor. Contractor shall be fully responsible to County for the acts and omissions of its subcontractors, and persons directly or indirectly employed by them. It is Contractor's responsibility to ensure that their subcontractors are properly licensed to do business in the State of Florida and Citrus County, as required by law.

19.15 Environmental Issues: All notifications regarding environmental issues or requirements shall be sent immediately to County's Contact Person. Unless directed otherwise by County, Contractor is not to contact any local, state or federal governmental agencies concerning environmental issues involving the Project Site.

19.16 Equal Employment Opportunity: Contractor shall not discriminate on the basis of race, color, sex, age, national origin, religion, and disability or handicap in accordance with the Provisions of: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000 et seq.), Title VII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), Florida Civil Rights Act of 1992 (§ 760.10 et seq.), Title 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375, Title 49 CFR 23 and Title 49 CFR 26 for Disadvantaged Business Enterprises, Age Discrimination Act of 1975 (42 U.S.C. § 6101, et seq.), Title 49 CFR 21 and Title 49 CFR 23, Nondiscrimination on the basis of handicap, Title 49 CFR 27, Americans with Disabilities Act of 1990 (42 U.S.C. 12102, et. seq.), Federal Fair Labor Standards Act (29 U.S.C. § 201, et seq.), and any other Federal and State discrimination statutes. Contractor shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed subcontractors as the State of Florida Department of Transportation, the Secretary of Labor, or County may require. The above shall be required of any sub-contractor hired by Contractor. All Equal Employment Opportunity requirements shall be included in all non-exempt sub-contracts entered into by Contractor. Sub-contracts entered into by Contractor shall also include all other applicable labor provisions. No sub-contract shall be awarded to any non-complying sub-contractor. Additionally, Contractor shall insert in its sub-contracts a clause requiring subcontractors to include these provisions in any lower tier sub-contracts that may in turn be made. Contractor shall comply with all state laws

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and local ordinances, except that any preferential consideration of local in-state subcontractors is NOT allowed.

19.17 E-Verification System: Contractor shall comply with the Executive order No. 12989 as amended, and Executive Order No. 11-116, and agrees to utilize the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of: (1) all persons employed by Contractor during the contract term to perform any duties within Florida, and; (2) all persons, including subcontractors, assigned by Contractor to perform work pursuant to this Contract. Contractors meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

19.18 Force Majeure Event: Neither party 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), act of God (excluding normal or seasonal weather conditions), war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

19.19 Governing Law and Venue: The Agreement shall be governed in accordance with the laws of the State of Florida. In the event of litigation with respect to the obligation of the parties to the Agreement, the jurisdiction and venue of such action shall be an appropriate State Court in Citrus County, Florida.

19.20 Governmental Restrictions: If Contractor believes that any governmental restrictions have been imposed that require alteration of the materials used, the quality, workmanship or performance of the Services offered under the Agreement, Contractor shall immediately notify County in writing, indicating the specific restriction. County reserves the right and the complete discretion to accept any such alteration or to cancel the Agreement at no further expense to County.

19.21 Immigration and Nationality Act: Contractor shall comply with all immigration laws as outlined in 8 USC § 1324a - Unlawful employment of aliens. County will not intentionally award County contracts to any Contractor who knowingly employs unauthorized Alien workers. Any violation of the employment provisions outlined in the Immigration and Nationality Act throughout the term of any Agreement with County may result in immediate termination of the Agreement. County will consider the employment of unauthorized aliens a violation of Section 274A (e) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of the Agreement, by County, if Contractor knowingly employs unauthorized aliens.

19.22 Inspection, Performance, Supervision: County reserves the right to inspect the Services provided by Contractor, whether partially or fully completed, at any time, as deemed appropriate by County for the purpose of ensuring Contractor's performance under the Agreement. Such inspections performed by County, shall not be construed as a final approval of Contractor's Service, and shall not relieve Contractor from its obligations under the Agreement. County reserves the right to inspect, at any reasonable time with prior notice, Contractor's facilities to assess conformity of the provision of the Services with the Agreement requirements. County reserves the right to investigate or inspect, at any time, whether the provision of the Services complies with the Agreement requirements. Contractor shall at all times during the Agreement term remain responsive and responsible. Contractor must be prepared, if requested by County, to present evidence of experience, ability, and financial standing, as well as a statement as to capacity of Contractor for the performance of the provision of the Services

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covered under the Agreement. This paragraph shall not mean or imply that it is obligatory upon County to make an investigation either before or after award of the Agreement, but should County elect to do so, Contractor is not relieved from fulfilling all Agreement requirements. Contractor shall supervise and direct the performance of its Services and shall be solely responsible for the means, methods, techniques, sequences, and safety of construction. Contractor will employ and maintain at the Project Site a qualified supervisor or superintendent who shall have been designated in writing by Contractor as the Contractor's representative at the Project Site. The supervisor or superintendent shall have full authority to act on behalf of Contractor and all communications given to the supervisor or superintendent shall be as binding as if given directly to Contractor. The supervisor or superintendent shall be present on the Project Site at all times as required to perform adequate supervision and coordination of the Contractor's Services.

19.23 Lawful Claims and Demands: Should any outstanding claims by subcontractors or suppliers incurred in the performance of the Services materialize after County has made Payment to Contractor, Contractor will indemnify and save County harmless from such claims. Acceptance by Contractor of payment shall be and shall operate as a release to County of all claims and all liabilities to Contractor, other than claims in stated amounts as may be specifically excepted by Contractor for things done or furnished in connection with the provision of the Services, and for every act and neglect of County and others relating to or arising out of the provision of the Services covered under this Agreement. Any payment, whether final or otherwise, shall not release Contractor or his sureties from any obligations under the Agreement.

19.24 Lobbying: Contractor shall not, in connection with the Agreement, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any County officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any County officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, Services, employment, or contracts of any kind.

19.25 Local Preference / Workforce Labor: County believes that the hiring of workforce labor by contractors to whom County awards contracts should, to the maximum extent, be citizens within its boundaries that are unemployed or seeking work for the first time. To that extent, County has agreed to notify CLM Workforce Connection of all awards involving construction and other types of services. CLM Workforce Connection is a local business-led organization that plans and coordinates quality employment and training services for businesses and individual career seekers in Citrus County. Contractor will be contacted by CLM Workforce Connection, to discuss hiring through its staff and services. Contractor's participation with CLM Workforce Connection is not required as a condition of this Agreement, but rather an opportunity for greater support for the community of Citrus County and Contractor in hiring assistance.

19.26 Materials, Services, and Facilities: It is understood that, except as otherwise specifically stated in the Contract Documents, Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the Services within the specified time.

19.27 Non-Collusion: Contractor agrees that neither it, nor any of its officers, partners, agents or employees have entered into any agreement, participated in any collusion, or otherwise taken any action which is in restraint of a free competitive solicitation in connection with this Agreement, and that Contractor intends to do the work with its own bona fide employees or subcontractors and has not provided a response for the benefit of another contractor. Furthermore, Contractor certifies that its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any

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act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to submitting a response on any public contract.

19.28 Project Site Conditions: Contractor shall be deemed to have examined the Project Site, if applicable and to have secured full knowledge of all conditions under which the Services are to be executed and completed.

19.29 Protection of Persons: Contractor will be responsible for the safety of its employees and the employees of its subcontractors, during the provision of the Services. Contractor will be responsible for initiating, maintaining and supervising all safety programs in connection with the provision of the Services in accordance with applicable safety standards and regulations, as promulgated by the United States Occupational Safety and Health Act. Contractor shall report promptly to County any accident or unusual occurrence during performance of the Services, including personal injury or death to any Contractor employee, sub-contractor employee or any member of the public, or any damage to any of County's property, the Project Site, or adjacent property.

19.30 Public Entity Crime: Pursuant to Section 287.133, Florida Statute, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

19.31 Relationship: Contractor is an independent contractor to County in the provision of the Services under this Agreement and is not an employee, agent, joint-venture, or partner of County.

19.32 Risk of Loss: Until the Services have been accepted by County, risk of loss or damage to any materials, equipment, supplies or work product, whether partially or fully completed, that are associated with the Services shall remain with Contractor.

19.33 Schedules, Reports and Records: Contractor shall submit to County cost schedules, progress schedules, estimates, records, reports, and any other data, as related to the provision of the Services covered under the Agreement. Furthermore, County reserves the right to inspect and audit Contractor's books and records relating to the Agreement, when deemed appropriate by County. All schedules, reports and records of Contractor, as they relate to the Agreement, shall be retained by Contractor for a period of three (3) years from the date of final payment under the Agreement.

19.34 Scrutinized Companies: Contractor certifies that it is not listed on (a) the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statues, or is engaged in a boycott of Israel; (b) the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or (c) is engaged in business operations in Cuba or Syria. Contractor further understands and accepts that any contract issued as a result of this Bid shall be subject to Section 287.135, Florida Statutes, and subject to immediate termination by County in the event there is any misrepresentation or false certification on the part of Contractor.

19.35 Security and Confidentiality: Contractor shall comply fully with all security procedures of County in the performance of the Agreement. Contractor shall not divulge to third parties any information obtained by Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the course of the provision of the Services without the written consent of County. However, Contractor shall be permitted to release information to third parties if such information is publicly available through no fault of Contractor, information that Contractor developed independently without relying on County's information, or information that is otherwise obtainable under State and Federal law as a public record. To insure confidentiality, Contractor shall take appropriate measures

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as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Agreement.

19.36 Severability: If a court deems any provision of the Agreement void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

19.37 Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive completion or termination of the Agreement for any reason.

19.38 Taxes: Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by Contractor in accordance with the laws and regulations of the State of Florida which are applicable to the provision of the Services under the Agreement. County will not pay for any personal property taxes levied on Contractor or for any taxes levied on Contractor's employees' wages. County is a political subdivision of the State of Florida and holds a State of Florida Sales Tax Exemption Certificate (No. 85-8012621778C-1). All purchases made by County directly from a dealer, distributor or manufacturer for materials, equipment or supplies ("direct purchase") instead of through the Contractor are exempt from sales, consumer, use and other similar taxes.

19.39 Waiver: The delay or failure by County to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of County's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude the County of any other or further exercise thereof or the exercise of any other right.

20.0 Authority: Each person signing the Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

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Attachment: SGS 21-040 AGENDA 3-9-21 (12556 : SGS 21-040 Datto Siris Ent Disaster Recovery Cloud Storage & Mgmnt.Services;

IN WITNESS WHEREOF, this Agreement is accepted by the parties as of the date noted below.

ITPARTNERS PLUS, LLC

Signature of Witness (1)

Dakota Krzysik
Printed Name of Witness (1)

Signature of Witness (2)

SEAN TRUDEAU
Printed Name of Witness (2)

BY: _____
KEVIN DAMGHANI, PRESIDENT

STATE OF MI
COUNTY OF Kent

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 8 day of February, 2021, by Kevin W Damghani as CF President who is ☐ personally known to me or ☒ who produced MI Drivers license as identification.

Witness my hand and official seal this 8 day of February, 2021.

NOTARY PUBLIC Signature
Printed Name: Ashley Kelley
Commission No.: _____
Expiration Date: 12-18-24

SEAL

Official use only

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:

ANGELA VICK, CLERK

BY: _____
SCOTT CARNAHAN, CHAIRMAN

DATE: _____

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EXHIBIT "A"

We have prepared a quote for you

Citrus County BOCC - Datto 36TB BCDR Quote

Quote # 009437 Version 1

Prepared for:

Citrus County, Florida

Scott Carnahan
todd.dunn@citrusbocc.com

Prepared by:

ITPartners+

Sean Trudeau
sean@itpartners.com

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ITPartners+
2851 Charlevoix Dr. SE Suite 100 | Grand Rapids | MI | 49546
ITPartners.com | (616) 828-1010

Thursday, January 07, 2021

Citrus County, Florida
Scott Carnahan
3600 W. Sovereign Path, Ste 265
Dept. of Systems Management
Lecanto, FL 34461
todd.dunn@citrusbocc.com

Dear Scott,

We welcome the opportunity to work with Citrus County, FL. We currently work with other Agencies to provide backup and disaster recovery solutions through Datto. We are happy to provide references upon request.

ITPartners+ is a current TIPS Contract Holder for Backup & Disaster Recovery that can be used for Florida agencies:

- TIPS Contract #181201
- Verification: https://www.tips-usa.com/vendorProfile.cfm?RecordID=31A485EBACB8DF9FC59230F4F3936B8D

Sean Trudeau

Sean Trudeau
Creative Services Director
ITPartners+

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ITPartners+
2851 Charlevoix Dr. SE Suite 100 | Grand Rapids | MI | 49546
ITPartners.com | (616) 828-1010

Hardware

Description	Price	Qty	Ext. Price
Datto Siris 4 X- Enterprise 36TB Backup and Disaster Recovery Appliance w/ Infinite Cloud Retention [redacted] Datto Siris 4 X All Flash - Enterprise 36TB Backup and Disaster Recovery Appliance 3 Year Commitment - 5 Year Full Hardware Warranty • Capacity: 36TB • CPU: (2x) Intel Xeon Silver 5218 • RAM: 512GB (DDR4) • Array: RAID 6 • NICs: 2x10GbE+2x1GbE • OS Drive: 240GB SSD • Chassis: 2U **Without the FLGISA discount, our asking price is $22,500** **FLGISA FREE Hardware promotion is valid through December 31, 2019**	$0.00	1	$0.00

Subtotal: $0.00

Annual Service

Description	Recurring	Qty	Ext. Recurring
Datto Siris 4 X Enterprise Backup & Disaster Recovery 36TB w/ Infinite Cloud Retention datto Includes the following services: • Best practice alignment • Support direct to Datto • Backup & Disaster Recovery Procedures customized to your individual servers (See attached example) • Hardware health monitoring and warranty facilitation	$3,695.00	12	$44,340.00

Annual Subtotal: $44,340.00

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Services

Description	Price	Qty	Ext. Price
Service: Consulting, Installation, or Professional Services Full On-Boarding Based on Scope of Work Below - Flat-fixed fee	$149.00	8	$1,192.00
	Subtotal:		$1,192.00

Statement of Work

Executive Summary

ITPartners+ is offering (1) 36TB Datto Siris 4 hardware appliances with infinite cloud retention, complete management and full easy disaster recovery. This Datto solution will virtually **eliminate** all downtime in the event of a disaster. In addition, Citrus County, Florida can virtualize one or more servers that have crashed from hardware, ransomware, or human error within minutes—either locally or via the secure cloud.

The Siris 4 hardware appliance has the capability to immediately virtualize an unlimited number of agents (protected servers, limited only by hardware capacity) in the event of a disaster. In the event of a major catastrophe where the Datto appliance gets destroyed (such as fire, flood, etc.), Citrus County, FL will be able to virtualize in Datto's secure cloud and keep operations running in a sense of normal. There will be no additional costs to Citrus County, FL with cloud storage space, as it may grow, even with cloud revision history. The cloud will automatically retain images of servers indefinitely (subject to retention schedule) with no overages in cost.

Together, Datto and ITPartners+ are the best solution for a managed backup solution for Citrus County, FL. We provide capabilities for full image backups, individual file restores, granular exchange & SQL restores, (and most importantly) full screenshot verification with visual proof that the backups are working. The solution fully integrates into Hyper-V and VMware and allows for full bare metal restores.

ITPartners+ will also provide a full 100% hardware warranty on the Datto appliance for up to 5 years.

Scope of Services

1. Local and cloud off-site backups are included as part of this proposal in addition to the ability to fully virtualize all protected servers, either locally or in the cloud, with full screenshot proof of successful backups.

Attachment: SGS 21-040 AGENDA 3-9-21 (12556 : SGS 21-040 Datto Siris Ent Disaster Recovery Cloud Storage & Mgmnt.Services;

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Statement of Work

2. Data encryption that meets HIPPA and HITECH standards is provided both in transit and at rest is included with this proposal. Data center audits as well as documentation can be provided upon request.
3. Unlimited local and cloud file restores are included without any overage fees.
4. Unlimited revision history, at Citrus County, FL (your agency) discretion, for local backups can be configured (based on local storage space available). Infinite cloud retention is included in this proposal.
5. Bare Metal Restores (BMR), as well as the ability to export directly to VMware or to a VHD or VMDK with a single click, is part of the proposal.
6. The ability to restore physical and virtual machines is included as part of the proposal.
7. As part of the BMR, your agency will have the ability to restore to dissimilar hardware.
8. All backups have the option to be encrypted at the discretion of your agency automatically for both local and off-site.
9. Agentless backups are included for VMware & Hyper-V.
10. Certified Engineers are available to be on-site in 24 business hours in the event of a disaster at then current rates.
11. Incremental backups can be configured to take place up to every 5 minutes, if desired.
12. ITPartners+ will provide monitoring of issues daily and your agency will be copied on all alerts and have full access to the device both locally and in the cloud.
13. SQL and Exchange databases will be backed up as part of the image and your agency will have the ability to perform granular restores instead of restoring the entire database, if desired.
14. Files, folders, or full partitions can be restored individually.
15. **Invoicing will not change as long as the device does not get upgraded/downgraded during the contract. your agency can use an unlimited amount of cloud storage without any billable overages.**
16. Your Agency will be able to apply the entire device cost of the hardware appliance toward another unit at any time (once within 5 years). If the needs of your agency change or the if your agency wants to upgrade to newly released Datto technology, 100% of the cost initially paid for the hardware appliance can be applied to an upgraded unit (even if it is a new model or product line entirely). This is not a contract term, this is stating as long as service is active with ITPartners+, your agency can take advantage of this offer.

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Statement of Work

Implementation Plan

Data Gathering

ITPartners+ will review the current environment for your agency to ensure the smoothest possible transition from the existing backup solution to the Datto solution. This includes but is not limited to checking hardware configurations, software version, and current available/used storage, & network speed (Internet & local). If there are incompatible elements of the environment with the proposed solution, a recommendation will be made to ensure best practice.

Migration Strategy

If none of the existing data needs to be migrated to the new solution, the migration process will be straightforward and simple. ITPartners+ will replace the current backup plan with the Datto SIRIS 4 unit. All current forms of backup will be decommissioned once the Datto device is in production, and is fully implemented and tested per the requirements of your agency.

Solution Implementation

The Datto SIRIS 4 device will be placed onsite at the main data center for your agency . The Datto SIRIS 4 has the ability to do agentless backups for VMs in VMWare (see https://kb.datto.com/hc/en-us/articles/205931640-Getting-Started-with-Agentless-Backupsfor agentless backup requirements.) There will be an agent installed on the physical Domain controller, as well as any other physical machine in the environment. A one-time reboot of all physical machines is required after installation of the agent.

Configuration

The Datto SIRIS 4 will be configured to backup all virtual and physical machines in the environment. Physical and virtual machines can be backed up as little as every 5 minutes (recommended is 1 hour). The local and cloud (off-site) sync schedule will be set based on the your agency's requirements. Alerts and notifications will be configured not only for the Datto Backup Device, but also for each individual physical and virtual machine. Granular Restore will be configured to allow restore of Exchange mailboxes and SQL databases in the event of a disaster.

Testing

Each image-based backup of the physical and virtual machines will be tested to ensure the backup is working properly before the current backup solution is decommissioned. This includes checking screenshot verification, as virtualizing each backup to ensure its integrity. ITPartners+ will also ensure all notifications

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system, either via email and/or text, are working as intended, and notifying the correct staff.

Acceptance

ITPartners+ will create a list of milestones and tasks, and will have your agency sign off on each individual task once its completion is deemed satisfactory.

Ongoing Maintenance and Support

- ITPartners+ will provide appropriate notifications to your agency staff for all incidents encountered.
- All patch management and OS upgrades will be applied to the Datto appliance. Patch management to the actual Windows servers themselves will not be applied as part of this proposal.
- Your agency will have full access to Datto's Knowledge Base (KB's), service bulletins, alerts, and online portal

Functional Requirements and Competitive Advantages

1. The costs provided include setup, training, support, and migration from the existing backup infrastructures to Datto's local and cloud platform. The timeframe for the conversion is one week (7-14 days) from start to fully redundant and backed up in the cloud (barring no hardware or image issues on your agencies server platforms or unforeseen circumstances).

2. Round trips to seed the data center will be provided at no charge.

3. Onboarding and Project Management will be performed by a PMP (Project Management Professional) Certified individual who is also Datto Certified to ensure the smoothest onboarding possible.

4. Certified Engineers are available to be on-site in under 24 business hours in the event of major disasters at current labor rates. (May use subcontractors)

5. Your agency will be able to apply the entire device cost of the hardware appliances toward other units at any time (once within 5 years as long as the monthly cost does not decrease). If the agencies needs change or if your agency wants to upgrade to newly released Datto technology, 100% of the cost initially paid for the hardware appliance can be applied to an upgraded unit (even if it is a new model or product line entirely) as long as the monthly fee is the same or higher. This is not a contract term, this is stating as long as service is active with ITPartners+, your agency can take advantage of this offer.

6. Screenshot verification to ensure the backup is functional – not just relying a system report or a

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Statement of Work

green checkbox to know if your backups are working.

7. Your agency will need to provide the following:
    1. Adequate internet speeds to send data from your agency to the datto cloud
    2. Redundant surge protected power and 2U of space in the network rack
    3. All VM's and Servers to be backed up must be on the same local LAN as the datto appliance
    4. Deployment of any agents and reboots of servers prior to white glove installation

Meet your Project Manager:

Strong leadership is the basis of any successful team project, and Kevin fully understands the importance of effective management. Throughout his professional practice, he has strived to place himself in the forefront in every situation, using a blend of technical and interpersonal skills to guide his workers toward the best possible results.

As a born leader with a natural affection for technology, Kevin has built his career on the tenets of promoting project management success through IT expertise. His qualifications are rooted in both experience and academic achievement; he has a Bachelor's Degree in Networking Security and has received a Project Management Professional certification. In addition, he is an Apple Certified Macintosh Technician & Datto Certified Technician.

Over the last 15 years, Kevin has spent extensive time in network security with 10 years in project management, working with many of the premier names in the business & government space. As a result of his unique resume, he has had the opportunity to collaborate with companies across numerous industries, including both technology and healthcare. Due to his management abilities and attention to detail, he has played critical roles in the oversight of large teams on many IT projects including data center build-outs meeting HIPAA compliance.

Kevin sees every project as a new opportunity to add value, refine best practices and build business relationships. Through his work, he has cultivated a strong network of connections, providing him with access to a wealth of industry updates and information. He also believes in personal accountability and continued development, and he is always interested in exploring new ways to make a difference for those around him.

Hardware Appliance:

(1) Siris 4 X Enterprise 36 TB

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Statement of Work

- **Capacity:** 36TB
- **CPU:** 2x Xeon Silver 5218
- **RAM:** 512GB
- **Array:** RAID 6
- **NICs:** 2 x 10GbE + 2 x 1 GbE
- **OS Drive:** 240GB SSD
- **Chassis:** 2U

Disclaimer: In disaster scenarios, a limited number of servers can virtualize at once only limited by hardware capacity and your agencies desired speed.

Pruning of Incremental Offsite Backups:	Takes Place After:
Intra-dailies	7 Days
Dailies	2 Weeks
Weeklies	45 Days
Monthlies	As long as service is current

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Citrus County BOCC - Datto 36TB BCDR Quote

Prepared by:
ITPartners+
Sean Trudeau
616-828-1010
sean@itpartners.com

Prepared for:
Citrus County, Florida
3600 W. Sovereign Path, Ste 265
Dept. of Systems Management
Lecanto, FL 34461
Scott Carnahan
(352) 527-5531
todd.dunn@citrusbocc.com

Quote Information:
Quote #: 009437
Version: 1
Delivery Date: 01/07/2021
Expiration Date: 01/31/2021

Quote Summary

Description	Amount
Hardware	$0.00
Services	$1,192.00
Total:	$1,192.00

Annual Expenses Summary

Description	Amount
Annual Service	$44,340.00
Annual Total:	$44,340.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

ITPartners+

Signature: Sean Trudeau
Name: Sean Trudeau
Title: Creative Services Director
Date: 01/07/2021

Citrus County, Florida

Signature:
Name: Scott Carnahan
Date:

Attachment: SGS 21-040 AGENDA 3-9-21 (12556 : SGS 21-040 Datto Siris Ent Disaster Recovery Cloud Storage & Mgmnt.Services;

Citrus County Board of County Commissioners

Department of Systems Management
3600 W. Sovereign Path, Lecanto, FL 34461
Phone: (352) 527-5232

CJ Scott Digitally signed by CJ Scott Date: 2021.02.26 14:16:56 -05'00'

TO: Colleen Scott, Management and Budget Director

VIA: Linda Morse, Purchasing & Contract Manager

FROM: Todd Dunn, Chief Information Officer

DATE: December 23, 2020

RE: Single Source selection of IT Partners+

I am requesting approval of IT Partners+ as a single source service provider of backup and disaster recovery services. They provide the file backup and disaster recovery services across most file systems.

For the past two years IT Partners+ has been managing the County's Datta backup solution. They are aware of the needs of our organization and have specific insights of the County's needs. Upon beginning supporting the installed appliance and services, they quickly identified and remediated configuration errors they inherited from the original installation. They helped restore a critical virtual machine using Datto and their skills in July 2019, have assisted the County in pre-hurricane planning, and have worked with County staff to maximize the use the existing Datto appliance which has been at maximum capacity since January 29, 2020.

ITPartners+ has achieved Datto's highest level of achievement. Blue status puts them in the Top 100 out of nearly 17,000 global Datto partners. They are one of two US partners that have an exclusive Datto partner program with local governments, and they provide educational presentations which are exclusively about how to keep local governments safe from the evolving threat of ransomware.

Almost as soon as IT Partners+ started supporting our backups, a ransomware technique that deletes all the backups before the ransomware triggers became known in the wild. IT Partners+ reconfigured our systems and trained the staff on how to eliminate the vectors before they were widely known to the public. Also, their company's monitoring solution and staff often notifies us of failed backups that puts the county's data at risk, often before County staff are aware of the situation. This support even happens on weekends, holidays, and storm events.

Because they are located in Michigan and two of our three levels of backups are located in the cloud, IT Partners+ is well positioned to help with the County's data reconstruction efforts if the County suffered a devastating, regional, natural disaster. IT Partners+ Blue level status provides Citrus County with 24/7/365 direct-to-tech support from Datto engineers.

CC: Jade Jones, Fiscal Specialist
Matthew Bussinger, Network Operations Manager

Attachment: MEMOSigned-ITPartners Single Source (12556 : SGS 21-040 Datto Siris Ent Disaster Recovery Cloud Storage & Mgmnt.Services;

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	SGS 21-062 Sheriff E911 State Grant Program Application
AGENDA DATE:	**March 09, 2021**

BRIEF OVERVIEW:

The Florida E911 State Grant Program is to assist counties with the replacement or upgrade of Enhanced 911 (E911) systems. The grant is to develop and maintain statewide 911 routing using Emergency Services Internet Protocol (IP), networks (ESInet), Geographic Information Systems (GIS) and services, and Management Information Systems (MIS) and develop and maintain Next Generation 911 (NG911) systems and services.

One of the requirements of the E911 State Grant program application with the State of Florida Division of Management Services is that the Procurement shall be based on the County's Purchasing requirements and the applicable State Purchasing requirements, including Section 112.061, Florida Statute. In order to comply with this requirement, County is seeking this as a single source and these services were advertised for seven (7) business days on our County website to ensure that our County Administrative Regulation was adhered to. After Grant is received the Citrus County Sheriff's Department will be responsible to complete an Agreement between Sheriff's department and Vendor.

The Grant application is only eligible through Board of County Commissioners in the State of Florida. The Sheriff's Department is requesting approval to authorize the Chairman to sign and execute the E911 Grant Program application and send to the State of Florida Division of Management Services for the review and approval of the funds of $184,180 for a period of 12-months to complete the project.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
					$0

RECOMMENDED ACTION:

Approve and Authorize the Chairman to execute the E911 State Grant Program application for the Citrus County Sheriff's Department with the State of Florida Division of Management Services with this approval the Sheriff's Department will complete an Agreement with the Vendor to comply with Grant requirements.

Application Instructions For The E911 STATE GRANT PROGRAM

W Form 3A, incorporated by reference in Florida Administrative Code Rule 60FF1-5.003 E911 State Grant Programs Revised June June, 2019

Attachment: Dec 2020 GIS State Grant Application (12587 : SGS 21-062 Sheriff E911 State Grant Program Application)

1.0 Purpose

The Florida E911 State Grant Program is to assist counties with the replacement or upgrade of Enhanced 911 (E911) systems; for counties to develop and maintain statewide 911 routing using Emergency Services Internet Protocol (IP) networks (ESInet), Geographic Information Systems (GIS) and services, and Management Information Systems (MIS); and develop and maintain Next Generation 911 (NG911) systems and services.

2.0 Eligibility

The Board of County Commissioners in any county in the State of Florida is eligible to apply for this grant program.

3.0 Definitions

A. Enhanced 911 (E911): Means an enhanced 911 system or enhanced 911 service that is an emergency telephone system or service that provides a subscriber with 911 service and, in addition, directs 911 calls to appropriate public safety answering points by selective routing based on the geographical location from which the call originated, or as otherwise provided in the state plan under s. 365.171, and that provides for automatic number identification and automatic location-identification features..

B. E911 System: Means the Public Safety Answering Point equipment, in accordance with the State E911 Plan, including 911 call routing, processing, mapping and call answering communications equipment.

C. Government Accounting Standards Board (GASB): Means the independent organization that establishes and improves standards of accounting and financial reporting for U.S. state and local governments.

D. Next Generation 911 (NG-911): Means the designation for an advanced 911 emergency communications system or service that provides a communications service subscriber with 911 service and, in addition, directs 911 emergency requests for assistance to appropriate public safety answering points based on the geographical location from which the request originated, or as otherwise provided in the State E911 Plan under Section 365.171, Florida Statutes, and that provides for automatic number identification and automatic location identification features and emergency data information through managed IP-based networks.

E. Public Safety Answering Point (PSAP): Means the public safety agency that receives incoming 911 requests for assistance and dispatches appropriate public safety agencies to respond to the requests in accordance with the state E911 plan.

Attachment: Dec 2020 GIS State Grant Application (12587 : SGS 21-062 Sheriff E911 State Grant Program Application)

4.0 E911 State Grant Program Calendar

The E911 Board will accept applications up to two times a year for the State Grant Program.

		Schedule
Counties submit Application		Submission date(s) as published in the Florida Administrative Register
E911 Board Members evaluate applications		Within two months of the submission date
E911 Board votes on applications to fund at regularly scheduled meeting		Within three months of the submission date
E911 Board sends notification letter of awards approved for funding to the counties.		Within four months of the submission date
Grant Term		Two years from receipt of award notification

Attachment: Dec 2020 GIS State Grant Application (12587 : SGS 21-062 Sheriff E911 State Grant Program Application)

5.0 General Conditions

Applications must be delivered to the following address:
State of Florida E911 Board
ATTN: E911 Board Administrative Staff
4030 Esplanade Way, Suite 135
Tallahassee, FL 32399-0950
Or Electronically to E911BoardElectronicGrantReports@dms.myflorida.com
Electronic receipt of the grant application and all attachments is preferred.

5.1 The applicant shall provide Application Form items 1 through 14, and the associated quotes. The grant application package must be postmarked or delivered on or before the submission date specified in the E911 Board notification of a State E911 Grant Program as published in the Florida Administrative Register. Failure to provide these documents will result in automatic rejection of the grant application. Emailed electronic submission is the preferred method of delivery.

5.2 Pursuant to sec 365.172(6), 365.172(10), 365.173(2) F.S., grant funds must only be used for the following items/services: to upgrade or replace E911 systems; to develop and maintain statewide or regional 911 routing, geographic information systems, and management (GIS and MIS); and to develop and maintain next-generation 911 (NG911) services and equipment; and remotely provided hosted 911 answering point call-taking equipment and network services directly attributable to establishing and provisioning E911 or NG-911 services. Warranty costs shall be calculated to account for only the first-year warranty.

5.3 Only the percentage of service and equipment directly attributable to provisioning of 911 is eligible.

5.4 All maintenance requests for eligible services and equipment shall be combined into a single application which includes the breakdown of individual cost.

5.5 All grant applications shall be accompanied by at least one complete quote for equipment or services. Grant applications totaling $35,000.00 or more must be accompanied by at least three written substantiated competitive complete quotes from different vendors. Complete quote submittals shall include a detailed scope of work, all pages included in the vendor proposal, breakdown of all costs including equipment, service tasks and deliverables. Any county that has made a good faith effort to obtain at least three competitive quotes and has not been able to obtain the quotes can request E911 Board review based on substantiated proof of request for quotes or posting of the request with documentation of the limited responses.

5.6 If the grant application does not exceed the threshold amount of $195,000, the county can initiate a request for approval for sole source funding. These will be considered on a case-by-case basis. Justification for sole source funding shall be provided with the application. Sole source will be approved if provided in accordance with Chapter 287, Florida Statutes, or with provision of a letter from the county's purchasing department that the project is a sole source procurement based on the county's purchasing requirements, which shall be provided with this

Attachment: Dec 2020 GIS State Grant Application (12587 : SGS 21-062 Sheriff E911 State Grant Program Application)

grant application. Include pricing justification in the sole source letter from the county's purchasing department.

5.7 Applicants requesting items from different funding priorities should complete a separate item #12 Budget/Expenditure Report for each priority. See Addendum I - Funding Priorities for the E911 State Grant Program for a listing of funding priorities. Items from the same funding priorities should be combined in the same item #12 Budget/Expenditure Report and shall comply with General Conditions items 5.5 and 5.6.

5.8 Should two or more counties jointly apply for a grant, the lead county will be required to complete and submit a grant application detailing the funds requested. The lead county is responsible for the funds. A memorandum of understanding (MOU) or inter-local agreement of all counties involved shall be submitted. The combined grant application shall comply with General Condition's items 5.5 and 5.6. .The lead county shall be responsible for payment of the vendors' invoices and will submit the request for reimbursement to the Board.

5.9 Procurement shall be based on the county's purchasing requirements and the applicable State purchasing requirements, including Section 112.061, Florida Statutes. All travel and associated per diem costs proposed shall be in compliance with General Condition's item 6.3.5.

5.10 Funding application requests must include a scope of work that clearly establishes the tasks to be performed. The applications shall include all tasks that are required for successful completion of the project. The project shall be divided into quantifiable units of deliverables that shall be received and accepted in writing by the county before payment. Each deliverable must be directly related to the scope of work and must specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

5.11 Funding requests must include all necessary costs required for full implementation of the proposed solution including that of any third party. Should the county grant application request or grant award be less than the projected cost of the equipment or service, the county should provide verification of the ability to fund the difference. Pricing submitted cannot be contingent upon "yet to be" determined fees for products and services by the proposer or any other third party required for implementation.

5.12 The county shall provide information on the county's preceding year E911 fee revenue amount, the preceding year carry forward funding amount and the total carry forward balance amount in the county E911 fund. A State grant award may be limited by the carry forward balance in compliance with sub-paragraph 365.172(6)(a) 3.c., F. S. and E911 Board Rule 60FF1-5.006 Florida Administrative Code. The county shall include the amount of their county carry forward funding being utilized for this grant in the Applied County Carry Forward or other Funding (if applicable) line in the Application Form item #12, Budget/Quarterly Expenditure Report.

5.13 Detailed information is required for any grant application requesting funding for systems that require immediate system replacement for provisioning of enhanced 911 in the county. Include detailed justification and explanation for any E911 system with an expected remaining life of less than 1 year.

Attachment: Dec 2020 GIS State Grant Application (12587 : SGS 21-062 Sheriff E911 State Grant Program Application)

5.14 Funding requests contingent upon “beta testing” or for products and services not in general production and installation will not be funded.

6.0 Specifically Excluded E911 Expenses

6.1 Salaries and associated expenses for 911 coordinators, call takers or other 911 personnel will not be funded.

6.2 Wireline database costs from the local exchange carrier, vehicle expenses will not be funded. Interconnecting hardware and network equipment for NG-911 PSAPs are fundable.

6.3 Funding limitations are specified on the following items:

6.3.1 Hosted 911 answering point call-taking equipment and network services, recurring network and circuit costs, equipment maintenance and warranty costs will not be funded on more than the first year implementation period.

6.3.2 Grant funding shall be limited (per grant cycle) to eligible expenditures for one PSAP per county either one primary or one secondary PSAP. Counties with only one PSAP in the county, with no other primary or secondary PSAPs, may be eligible for grant funding for one backup PSAP. Geo-diverse systems may be considered one PSAP for the purpose of grant funding.

6.3.3 Selective router equipment costs are limited to the primary PSAP system and are limited to one per county.

6.3.4 Training cost funding is limited to new system & equipment training.

6.3.5 The allowable grant funding for travel expenses is limited to the authorized amounts established in Section 112.061, Florida Statutes, and the Department of Financial Services Guidelines for State Expenditures. Allowable costs for daily per diem shall not exceed $186.00.

7.0 Approval and Award

7.1 The E911 Board will review each application for compliance with the requirements of terms and conditions.

7.2 Grant awards will be withheld for any county that has a grant with a past-due quarterly report or past-due final documentation and closeout of previous E911 Board grant awards. Grant awards may also be withheld if the county is not in compliance with Board reporting requirements.

7.3 Applications will be awarded based upon the priorities set by the E911 Board as listed in Addendum I - Funding Priorities for the E911 State Grant Program.

Attachment: Dec 2020 GIS State Grant Application (12587 : SGS 21-062 Sheriff E911 State Grant Program Application)

7.4 The E911 Board will adjust the amount awarded to a county based upon the availability of funds, reasonableness of cost of requested items, published quotes, increased effectiveness of grant funds, minimum system requirements for performing the needed E911 function as specified in Florida Statute 365.173 (2) (h) 1.,2., and 3., the State E911 Plan, or documented factors provided in the grant application submission. NG-911 network systems should include a comparative presentation of network alternatives, including applicable LEC, CLEC, County and State alternatives. All stepped pricing should be thoroughly explained including the corresponding benefits for the County and the E911 Board.

8.0 Financial and Administrative Requirements

8.1 Grant funds shall be provided on a cost reimbursement basis.

8.2 Each grantee may submit reimbursement claims to the E911 Board as needed; however, claims are limited to one request per month. Receipt of reimbursement funds from the E911 Board is contingent on the timely and accurate submittal of funding requests. Requests for reimbursement of expenditures must be submitted on the approved Appendix IV Financial Reimbursement of Expenditures Reporting Form. Incomplete claim forms or claims not submitted on the correct form cannot be processed and will be returned for corrections. Submit only for the amounts in each budget categories in which you have incurred expenditures.

8.3 Upon written request and accompanying documentation justifying the need, a county may receive a progress disbursement with a completed Financial Expenditures Reporting Form, with the vendor invoice, and county certification that the specific grant items including all tasks and deliverables included in the funding request are complete. Within 45 days of receipt of funding, the grantee shall submit verification of vendor payment.

8.4 Reimbursement claims shall include only expenditures related to the specific grant and include copies of purchase orders and paid vouchers, invoices, copies of check processing, journal transfers. The reimbursement request must match the scope of work and budget proposed in the grant applications. To assure prompt processing, complete reimbursement claims should be e-mailed to:

E911Board-ElectronicGrantReports@dms.myflorida.com

8.5 Grant funds, can only be used between the beginning and ending dates of the grant term, unless the E911 Board authorizes an extension.

8.6 Responsibility for grant funding and any failure to perform the minimum level of service required by the grant application and the application scope of work cannot be transferred under any circumstances from the County.

8.7 Responsibility for property, equipment, or services, obtained under a grant cannot be transferred under any circumstances. If a sale or transfer of such property or equipment occurs within five years after a grant ends, funds must be returned to the E911 Board on a pro rata basis.

Attachment: Dec 2020 GIS State Grant Application (12587 : SGS 21-062 Sheriff E911 State Grant Program Application)

8.8 If a grantee terminates a contract for prepaid services, the unused portion must be returned to the E911 Board on a pro rata basis.

8.9 The grantee agrees that any improvement, expansion or other effect brought about in whole or part by grant funds will be maintained until the system or equipment becomes obsolete.

8.10 If a grantee materially fails to comply with any term of an award, the Board shall take one or more of the following actions, as appropriate in the circumstances:

Withhold grant payments pending grantee correction of the deficiency, disapprove all or part of the cost of the activity or action not in compliance, suspend or terminate the current award for the grantee's project, suspend or deny future grant awards.

The Board will provide the grantee an opportunity for a hearing, appeal, or other administrative proceeding to which the grantee is entitled under Florida Statutes.

8.11 Grant awards, or portion thereof may be terminated by the grantee upon written notification to the Board, detailing the reasons for such termination, the effective date, and return of associated funding.

8.12 Any grant funds provided in excess of the amount to which the actual cost incurred to meet the terms and conditions of the grant agreement must be refunded to the E911 Board and sent to the Florida E911 Board's Post Office Box address:

Florida E911 Board
PO Box 7117
Tallahassee, FL 32314

The refund shall include transmittal information detailing the amount of returned funds that are excess grant funding and shall include the number of the associated grant.

9.0 Grant Reporting Procedures

9.1 Grantees will be required to submit both:

- Quarterly reports on the Budget/Quarterly Expenditures Report, Form #12
- Quarterly Status Report, Appendix III.

9.1.1 Reporting will begin at the conclusion of the first full quarter after the award. The report periods will end on March 31, June 30, September 30, and December 31 of each year. Reports are due within 30 days of the ending report period.

9.1.2 Updated reports and associated information should be e-mailed to E911Board-ElectronicGrantReports@dms.myflorida.com.

9.2 At project completion, a final Budget/Quarterly Expenditure Report shall be submitted based on the same reporting requirements described in grant reporting item 9.1. The county shall determine the final completion date based on the final payment date, or the initiation date of

Attachment: Dec 2020 GIS State Grant Application (12587 : SGS 21-062 Sheriff E911 State Grant Program Application)

the warranty period. Final documentation including copies of all expenditures and corresponding invoices shall be submitted within 90 days of the final report.

9.3 Change requests shall be submitted prior to deviation from any awarded grant applications. No changes or departures from the original request are authorized unless approved in writing by the E911 Board. Such requests shall be submitted using the form attached in Appendix II, Request for Change Form..,

9.3.1 Time extension requests will not be granted unless the county has executed a contract for the grant equipment and/or services, or demonstrates good cause for failure to execute a contract within two years of award. Good cause documentation shall include a new project timeline schedule.

9.3.2 Time extensions shall be limited to a maximum of one additional year when approved by the E911 Board for a total of three years.

9.9.3 Request for Change forms and associated information should be e-mailed to E911Board-ElectronicGrantReports@dms.myflorida.com.

9.4 The Quarterly Status Report, Appendix III shall inform the E911 Board of significant impacts to grant supported activities. Significant impacts include project status developments affecting time schedules and objectives, anticipated lower costs or producing beneficial results in addition to those originally planned. Additionally, problems, delays, or adverse conditions which will materially impair the ability to meet the timely completion of the award must be reported. The disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.

9.5 Final document submission and closeout of a grant does not affect the E911 Board's right to disallow costs and recover funds based on an audit or financial review. The county shall remain obligated to return any funds expended that do not comply with the terms and conditions of the grant award.

Attachment: Dec 2020 GIS State Grant Application (12587 : SGS 21-062 Sheriff E911 State Grant Program Application)

County CITRUS

STATE OF FLORIDA E911 BOARD
E911 STATE GRANT PROGRAM APPLICATION FORM

Total Amount Requested: $184,180.00

Project Title: GIS Data Support – (Piggyback off Sumter County Grant) Priority 4c

1. Board of County Commissioners Chair: Scott Carnahan

Mailing Address: 110 N Apopka Ave

City: Inverness
State: Florida Zip: 34450 -
Phone: (352) 341-6560 Fax: (352) 341-6584
Email Address: C/O CEvan@sheriffcitrus.org

2. County 911 Coordinator: Devyn Thompson

Mailing Address: 3549 Saunders Way

City: Lecanto
State: Florida Zip: 34461 -
Phone: (352) 249-2702 Fax: (352) 746-6696
Email Address: DThompson@sheriffcitrus.org

3. Federal Tax ID Number: **59-6000-548**

Attachment: Dec 2020 GIS State Grant Application (12587 : SGS 21-062 Sheriff E911 State Grant Program Application)

County CITRUS

COUNTY INFORMATION
USE 12 POINT FONT OR LEGIBLE HAND PRINTING

4. County Fact Information

County Citrus
Population 149,657 (US Census)
Total Number of Incoming Nonwireless Trunks 15
Total Number of Incoming Wireless Trunks 15
Number of PSAP's 1-Primary 1-Backup
Number of Call- taking Positions per PSAP 20-Primary 8-Backup
Total Volume of 911 Calls 83,112

What equipment is needed to provision the Enhanced 911 system?
N/A

What equipment is requested in this grant application?
N/A GIS Data Support/Services

Financial Information:

1.) What are the current annual costs for your E911 system (circuits, customer records hardware and software, etc.) not including maintenance?
$212,236.77

2.) What are the current annual costs for maintenance of items included in 1?
$76,596.91

3.) Total amount of E911 fee revenue received in the preceding year.
$711,454.37

4.) Total amount of county carry forward funding retained in the preceding year.
$.00

5.) Current total amount of county carry forward funding?
- $28,610.73

6.) Two year maximum calculated amount for applied carry forward funding Calculation (current year carry forward funding amount based on General Condition 5.12 multiplied by 2)
$409,706.18

7.) Minimum calculated amount for Applied Carry Forward Funding Calculation (amount in J.5. subtracted by amount in J.6.) Insert in Item 12. Budget/Quarterly Expenditure Report
- $438,316.91

Attachment: Dec 2020 GIS State Grant Application (12587 : SGS 21-062 Sheriff E911 State Grant Program Application)

5. Describe your county's existing E911 system. Include specific information on existing system equipment upgrades and when the installation of this equipment was completed.

Citrus County has a Phase II compliant E911 system including two Public Safety Answering Points (PSAPs), one primary (20 positions) located in Lecanto and one backup (8 positions) located in Inverness. Both PSAPs are West Viper Systems, Primary PSAP at version 6.0 level and Backup at version 4.1.

Primary PSAP: Installed – 2008
Upgrade to version 6.0 – 2018
Hardware Upgrade – 2018

Backup PSAP:
Installed – 2009
Upgrade to version 4.1 – 2013
Hardware Upgrade - 2016

6. **Describe the scope of work for the proposed project including any goal(s) and objectives. Include the tasks to be performed as part of the project. Provide scope of work in quantifiable units of deliverables that shall be received and accepted. For each deliverable specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable**.

The key elements of the project include:

- Synchronizing data between the Master Street Address Guide (MSAG), the Automatic Location Identification (ALI), and Geographic Information System (GIS) databases.
- Building any missing layers in Citrus County's GIS database.
- Validating and correcting data in the MSAG, ALI, and GIS databases.
- Quarterly reporting on activity, progress, synchronization results, and issues discovered.

The required effort has an emphasis on control, quality, and progress, never losing sight of the need for continuous operational stability, and ensures deliverables meet or exceed high quality standards, including the NENA standard for 98% data synchronization rate, Standard 71-501, and that all deliverables remain on track and within scope. These deliverables include:

Attachment: Dec 2020 GIS State Grant Application (12587 : SGS 21-062 Sheriff E911 State Grant Program Application)

- Needs Analysis – A formal documentation of Citrus County's environment and the Citrus County processes.
- Quarterly Status Reports – A formal documentation of the progress towards synchronization, inclusive of a synchronization report. Details within this report should include any changes made to the MSAG, ALI, or GIS database, as well as the Summary of Impact.
- 9-1-1 GIS Layers – Updated GIS files that include work completed during the reporting quarter, outlining the types of update and corrections to the GIS layers.
    - Layer updates include:
        - Street (road) centerline layer
        - Address Point (or Structure Point) layer
        - MSAG Community
        - ESZ boundaries layer

Measurement of the level of service to be performed is based on the documented progress made with each Quarterly report delivered to Citrus County.

7. Justification of the need for the proposed project. Provide detailed information on the existing system's condition including a detailed justification for any system with an expected remaining life of less than 1 year on system, standalone equipment or Software(SW) replacement, addition or upgrade requests.

Citrus County is preparing for NG9-1-1 and needs the synchronization of GIS, MSAG, and ALI, which is critical in order to support the accuracy required in locating 9-1-1 callers. Each one of these databases holds valuable information in identifying the exact location of a caller. It is imperative that Citrus County performs due diligence to ensure that the record reflected during a call is accurate within each of the three databases. If one data element is missing or incorrect in one of the databases, the possibility of having inaccurate information displayed increases.

8. Describe why your county will not be able to complete this project without this grant funding.

Citrus County is a medium-sized county with a small subscriber base with limited E911 fees. We currently maintain a minimal amount of capital carry forward funding for emergency replacement of E911 equipment and systems.

Attachment: Dec 2020 GIS State Grant Application (12587 : SGS 21-062 Sheriff E911 State Grant Program Application)

9. Briefly describe how this grant project would conform with the State E911 Plan.

In the Florida State 9-1-1 Plan - 4.5 Database Development, second paragraph.

In addition to meeting requirements of the service provider, considerations should be made to synchronize MSAG data with CAD systems and other governmental address data sets. The ongoing maintenance of the MSAG continues the management of address data between various systems within the county.

10. Describe the required steps with an anticipated time schedule with procurement and payment milestones and a total project completion date.

Akimeka will provide Citrus County synchronization results with GIS, MSAG, and ALI databases updates, allowing Citrus County to see continuous data improvements from project onset. These improvements will enable Citrus County PSAP and emergency responders to more accurately locate 9-1-1 callers thus achieving faster response times and an increased potential for saving lives and property.

Total fixed price for the project is $184,180.00 for a 12-month period of performance.

Milestones & payments:

Project kickoff meeting	payment $46,045.00
3 months following project kickoff	payment $46,045.00
6 months following project kickoff	payment $46,045.00
9 months following project kickoff	payment $46,045.00

11. If applicable, sole source justification must include sole source letter from county's purchasing department; see instruction 5.5.

This is a sole source purchase per Citrus County Sheriff's Office procurement.

Attachment: Dec 2020 GIS State Grant Application (12587 : SGS 21-062 Sheriff E911 State Grant Program Application)

Attachment: Dec 2020 GIS State Grant Application (12587 : SGS 21-062 Sheriff E911 State Grant Program Application)

12. Budget/Quarterly Expenditure Report

Prepare an itemized Grant Budget ("Line Item" breakdown should include separated systems, i.e.; 911 system, logging recorder, centerline mapping, etc. and services items). The completed form shall be used to complete quarterly report requirements, listing expenditures and revisions {if any} in appropriate columns. If there is insufficient space, please include details in an attachment. **Budget costs should match requested vendor quote.**

County:		**Grant Number:**		**Report Date:**	

For Grant Period Ending:	☐ **March 31**	☐ **June 20**	☐ **September 30**	☐ **December 31**	**Year:**

Is This a Final Report? Yes ☐ No☐ **(To request reimbursement please submit appendix IV)**

Proposed Budget					USE FOR QUARTERLY REPORTS	
Line Item –Provide detail itemized information	Unit Price ($)	Quantity	Total Cost ($)		Revised Budget	Total Cumulative Expenditures ($)
A. Systems (Hardware, Software, Equipment & Labor)						
	Total System Items					
B. Services (Training, Maintenance and Warranty Items) Citrus E9-1-1 MSAG, ALI, and GIS Database Correction and Maintenance	$184,180.00	1	$184,180.00			
	Total Service Items					
Less any Applied County Carry Forward or other Funding (if applicable)						
Grant Request Total			$184,180.00			

USE FOR ALL REPORTS	
Total Amount of Grant Awarded	

Attachment: Dec 2020 GIS State Grant Application (12587 : SGS 21-062 Sheriff E911 State Grant Program

Final Completion Date	

Signature, County 911 Coordinator

Attachment: Dec 2020 GIS State Grant Application (12587 : SGS 21-062 Sheriff E911 State Grant Program

County CITRUS

13. Assurances

ACCEPTANCE OF TERMS AND CONDITIONS: The grantee accepts all grant terms and conditions. Grantee understands that grants are contingent upon the availability of funds.

DISCLAIMER: The grantee certifies that the facts and information contained in this application and any attached documents are true and correct. A violation of this requirement may result in revocation of the grant and return of all grant funds and interest accrued (if any), pursuant to the E911 Board authority and any other remedy provided by law.

NOTIFICATION OF AWARDS: The grantee understands and accepts that the notice of award will be advertised on the Florida E911 website.

MAINTENANCE OF IMPROVEMENT AND EXPANSION: The grantee agrees that any improvement, expansion or other effect brought about in whole or part by grant funds will be maintained. No substantial changes or departures from the original proposal shall be permitted unless the E911 Board gives prior written authorization. Any unauthorized change will necessitate the return of grant funds, and accrued interest (if any) to the E911 Board.

Failure to utilize grant funds as represented may jeopardize eligibility to be considered for future funding.

14. Authority

I hereby affirm my authority and responsibility for the use of funds requested.

_____ _____

SIGNATURE – CHAIR, BOARD OF COUNTY COMMISSIONERS or COUNTY MANAGER DATE

_____

Printed Name

_____

Position

Attachment: Dec 2020 GIS State Grant Application (12587 : SGS 21-062 Sheriff E911 State Grant Program Application)

Appendix I

NO requests for funding will be acknowledged for any items not specified in Section 365.172, Florida Statutes, Emergency communication number "E911"; paragraph (10) (shown below).

Section 365.172 (10), Florida Statutes

AUTHORIZED EXPENDITURES OF E911 FEE.—

(a) For purposes of this section, E911 service includes the functions of database management, call taking, location verification, and call transfer. Department of Health certification, recertification, and training costs for 911 public safety telecommunications, including dispatching, are functions of 911 services.

(b) All costs directly attributable to the establishment or provision of E911 service and contracting for E911 services are eligible for expenditure of moneys derived from imposition of the fee authorized by subsections (8) and (9). These costs include the acquisition, implementation, and maintenance of Public Safety Answering Point (PSAP) equipment and E911 service features, as defined in the providers' published schedules or the acquisition, installation, and maintenance of other E911 equipment, including circuits; call answering equipment; call transfer equipment; ANI or ALI controllers; ANI or ALI displays; station instruments; E911 telecommunications systems; visual call information and storage devices; recording equipment; telephone devices and other equipment for the hearing impaired used in the E911 system; PSAP backup power systems; consoles; automatic call distributors, and interfaces, including hardware and software, for computer-aided dispatch (CAD) systems; integrated CAD systems for that portion of the systems used for E911 call taking; GIS system and software equipment and information displays; network clocks; salary and associated expenses for E911 call takers for that portion of their time spent taking and transferring E911 calls, salary, and associated expenses for a county to employ a full-time equivalent E911 coordinator position and a full-time equivalent mapping or geographical data position, and technical system maintenance, database, and administration personnel for the portion of their time spent administrating the E911 system; emergency medical, fire, and law enforcement prearrival instruction software; charts and training costs; training costs for PSAP call takers, supervisors, and managers in the proper methods and techniques used in taking and transferring E911 calls, costs to train and educate PSAP employees regarding E911 service or E911 equipment, including fees collected by the Department of Health for the certification and recertification of 911 public safety Telecommunicator's as required under s. 401.465; and expenses required to develop and maintain all information, including ALI and ANI databases and other information source repositories, necessary to properly inform call takers as to location address, type of emergency, and other information directly relevant to the E911 call-taking and transferring function. Moneys derived from the fee may also be used for next-generation E911 network services, next-generation E911 database services, next-generation E911 equipment, and wireless E911 routing systems.

Attachment: Dec 2020 GIS State Grant Application (12587 : SGS 21-062 Sheriff E911 State Grant Program Application)

(c) The moneys should not be used to pay for any item not listed in this subsection, including, but not limited to, any or operational costs for emergency responses. Even any which occur after the call transfer to the responding public safety entity and the costs for constructing, leasing, maintaining, or renovating buildings, except for those building modifications necessary to maintain the security and environmental integrity of the PSAP and E911 equipment rooms.

Attachment: Dec 2020 GIS State Grant Application (12587 : SGS 21-062 Sheriff E911 State Grant Program Application)

Appendix II

Request for Change

Name of County: _____

Date Grant Awarded: _____

Extension Period: _____

Grant number: _____

BUDGET LINE ITEM	CHANGE FROM	CHANGE TO
TOTAL	$	$

Justification For Change:

_____ _____
Signature of Authorized Official Date

For E911 Board use only.

Approved: Yes ☐ No ☐

_____ _____
E911 Board's Authorized Representative Date

Attachment: Dec 2020 GIS State Grant Application (12587 : SGS 21-062 Sheriff E911 State Grant Program Application)

Appendix III

Quarterly Status Report

County: _____

Grant Number: _____

Report Date: _____

Grant Period Ending: _____

Project Status Update:

Problems/Delays:

_____ _____

Signature of Authorized Official Date

Attachment: Dec 2020 GIS State Grant Application (12587 : SGS 21-062 Sheriff E911 State Grant Program Application)

Appendix IV Financial Reimbursement of Expenditures Reporting Form

Prepare an itemized request for reimbursement expenditures in each budget categories for each deliverable. Attach copies of purchase orders and paid vouchers, invoices, copies of checks, journal transfers, required for expenditure justifications. If there is insufficient space, please include details in an attachment.

County:	Grant Number:	Request Number:	Request Date:

Budget Categories						
Deliverable Items	Unit Price ($)	Quantity	Total Amount ($)		Previous Request Amount ($)	Current Request Amount ($)
A. Systems (Hardware, Software, Equipment & Labor)						
B. Services (Training, Maintenance and Warranty Items)						
Grant Request Total						

Request payment of funding (if applicable) ☐
Justification of payment funding need:

Signature, County 911 Coordinator

Addendum I

Funding Priorities for the E911 State Grant Program

The criteria for determining acceptability for disbursement of funds from the State of Florida E911 State Grant Program will be made on a PRIORITY basis. There will be nine (7) priorities as identified below:

PRIORITY 1: Primary and/or Secondary PSAP systems that require immediate system replacement to provision enhanced 911 status or when the expected remaining life of the system is less than 1 year.

PRIORITY 2: Systems that require new or replacement of critical or necessary hardware or software. This may include the following Primary and/or secondary PSAPs system equipment, listed in order of funding priority a-h:

a. Hardware and software for communications or terminal equipment located at a PSAP for 911 call processing, ANI and ALI display and call answering.
b. Lightning Protection Equipment
c. Uninterruptible Power Supply system and or Generator
d. E911 Logging Equipment
e. County E911 Standalone ALI Database Equipment
f. E911 Map Display Equipment
g. New additional 911 Call Taker Position Equipment
h. Net clock

PRIORITY 3: Consolidation of E911 PSAPs, which decreases the number of Primary or Secondary PSAPs in the county by a minimum of one. This may include regional consolidated backup systems for counties consolidating backup systems for two or more counties.

PRIORITY 4: Mapping system and services necessary for provisioning Geographic Information Systems (GIS). This may include the following, listed in order of funding priority a through c:

a. E911 Map System Equipment - E911 map generation hardware and software licensing is limited to components for two stations
b. GIS Centerline, point generation and map accuracy systems
c. GIS Data support

PRIORITY 5: Development and maintenance of 911 routing statewide, geographic, and management information systems. (Funded by Prepaid wireless)

PRIORITY 6: NG-911 Equipment and Services.

PRIORITY 7: Backup system equipment (see Priority 2)

PRIORITY 8: Aerial Photography / Imaging

- Overhead (Nadir) images

Attachment: Dec 2020 GIS State Grant Application (12587 : SGS 21-062 Sheriff E911 State Grant Program Application)

PRIORITY 9: Infrastructure cabling and building entrance buildout cost.

PRIORITY 10: 911 call taker workstation console/furniture (the portion related to 911) Telecommunicator Workstation Console / Furniture

Regional E911 system project requests related to systems and equipment will be considered the highest priority within each priority category.

Grants awards will be funded in order of priority assigned.

Attachment: Dec 2020 GIS State Grant Application (12587 : SGS 21-062 Sheriff E911 State Grant Program Application)

COUNTY E911 FISCAL INFORMATION

Item No.	E911 Fee Revenues		
1	County		Fiscal Year
2	Wireless E911 Fee Revenue	$ -	
3	Non-wireless E911 Fee Revenue	$ -	(LEC, wireline, & VoIP)
4	Prepaid E911 Fee Revenue	$ -	
5	E911 State Grant Revenue	$ -	(Grant required unique accounting code)
6	Rural County Grant Revenue	$ -	(Grant required unique accounting code)
7	Emergency Grant Revenue	$ -	(Grant required unique accounting code)
8	Rural County Supplemental Disbursement	$ -	
9	E911 Board Special Disbursement	$ -	
10	Total E911 Fee Revenue	$ -	Carry Forward Fee Revenue calculation (Item #2 + Item #3 + Item #4)

Item No.	E911 Allowable Expenditures		
11	E911 Fee Revenue and Supplemental and Special Disbursement Expenditures	$ -	
12	County Funded E911 Expenditures	$ -	
13	Subtotal Expenditures	$ -	Calculation (Item #11 + Item #12)
14	E911 State Grant Expenditures	$ -	
15	Rural County Grant Expenditures	$ -	
16	Emergency Grant Expenditures	$ -	
17	Subtotal Grant Expenditures	$ -	Calculation Item #14 + Item #15 + Item #16
18	Total E911 Expenditures	$ -	Calculation Item #13 + Item #17

Item No.	E911 Carry Forward & Excess Cost Recovery Calculation		
19	Allowable County Carry Forward Amount	$ -	Maximum allowable calculation (30% of fee revenue Item #10) + (full amount of Item #8 + Item #9 disbursements). Grants are under unique accounting codes and are not included in calculations.
20	Actual County Carry Forward Amount	$ -	**Limited by paragraph 365.173(2)(d), Florida Statutes. Assure amount is equal to or less than Item #19**
22	Excess Cost Recovery	$ -	Calculation (Item #10 +Item #8 +Item #9 - Item #13 - Item #20) Positive amount equals excess cost recovery amount to be returned to the E911 Board.

Item No.	Contact Information	
24	Name of person preparing response:	
25	Title/Position of person preparing response:	
26	Telephone number:	
27	E-Mail address of person preparing response:	
28	Date:	

In accordance with paragraph 365.173(2)(d) and 365.172(6)(a)3., Florida Statutes

E911 Board Form 6A — Incorporated by reference in Fla. Admin. Code Rule 60FF1-5.006 Requirements for County Carry Forward Funds and Excess Funding — 3/11/2015

Attachment: Dec 2020 GIS State Grant Application (12587 : SGS 21-062 Sheriff E911 State Grant Program Application)

AKIMEKA
A Subsidiary of VSE Corporation

October 31, 2019

Citrus County Sheriff's Office
3549 Saunders Way
Lecanto, FL 34461

Attention: Mr. Dennis Devoe, 9-1-1 Administrator

Subject: Akimeka's Price Confirmation for Citrus County Sheriff's Office

Reference: (a) Akimeka Proposal Submission dated March 2018 to Sumter County Board of County Commissioners and 9-1-1 Coordinator in support of Professional Services to Enhance Accuracy and Completeness of Geographic Information Services (GIS)

Good Afternoon Mr. Devoe:

Akimeka, LLC (Akimeka) is pleased to provide confirmation of our willingness to honor the firm fixed price of $178,816.00 as contained within our March 2018 proposal provided to Sumter County titled "Professional Services to Enhance Accuracy and Completeness of Geographical Information Services (GIS)", reference (a), to provide Citrus County's Sheriff's Office 9-1-1 professional services to enhance accuracy and completeness of Geographic Information Services.

To note this confirmation is contingent on the following items:

(1) Any resultant order or contract will only contain services and/or scope as outlined within reference (a) or Akimeka reserves the right to provide updated pricing.

(2) The above noted firm fixed price is for a twelve (12) month period of performance from date of award. Award is anticipated to occur within the first quarter of 2020. Should award be delayed beyond that timeframe, Akimeka reserves the right to provide updated pricing.

(3) Should Citrus County wish to extend beyond the initial twelve (12) month period of performance, Akimeka can provide option year pricing for an additional, consecutive twelve (12) month period for $184,180.00 as further outlined within reference (a). Should any extension be required outside of that timeframe (consecutive 24 month period), Akimeka reserves the right to provide updated pricing.

(4) Any resultant order or contract will be made as a result of the December 2019 Florida Grant submission. Should a delay occur in submission of the grant application, Akimeka reserves the right to adjust above noted firm fixed price.

(5) All terms and conditions contained within reference (a) will hereby apply to any resultant order or contract issued as a result of this confirmation.

Attachment: Akimeka's Price Confirmation for Citrus County Sheriff's Office (12587 : SGS 21-062 Sheriff E911 State Grant Program Application)

AKIMEKA
A Subsidiary of VSE Corporation

Akimeka looks forward to the opportunity to support Citrus County's Sheriff's Office. Should there be any questions or concerns please do not hesitate to contact the undersigned at 407-475-3804 or jmharrison@akimeka.com.

Sincerely,

Akimeka, LLC

Jenna Harrison:A01094E0000016CAB760E0E000020C3
Digitally signed by Jenna Harrison:A01094E0000016CAB760E0E000020C3
Date: 2019.10.31 18:03:24 -04'00'

Jenna Harrison
Contracts Manager

Attachment: Akimeka's Price Confirmation for Citrus County Sheriff's Office (12587 : SGS 21-062 Sheriff E911 State Grant Program Application)

AKIMEKA

January 14, 2020

Citrus County Sheriff's Office
3549 Saunders Way
Lecanto, FL 34461

Attention: Mr. Dennis Devoe, 9-1-1 Administrator

Subject: Akimeka, LLC's Statement of Work - Provide Professional Services to Enhance Accuracy and Completeness of Geographic Information Services to Citrus County Sheriff's Office

Reference: (a) Purchase Order 2000526

Attachments: (1) Sumter County Board of County Commissioners and 9-1-1 Coordinator in support of Professional Services to Enhance Accuracy and Completeness of Geographic Information Services (GIS) Statement of Work Dated March 2018

The scope and related terms and conditions as detailed below, inclusive of reference (a) and all attachments herein represent the entire agreement between Akimeka, LLC and Citrus County Sheriff's Office.

Points of Contact

Below are the applicable points of contact should questions arise during the execution of this agreement:

Akimeka, LLC
Contractual Point of Contact
Jenna Harrison
Contracts Manager
407-475-3804
jmharrison@akimeka.com
901 N. Lake Destiny Drive Suite 151
Maitland, FL 32751

Akimeka, LLC
Technical Point of Contact
Lucia Breton
9-1-1 Program/Project Manager
508-523-6804
LBreton@Akimeka.com
901 N. Lake Destiny Drive Suite 151
Maitland, FL 32751

Citrus County Sheriff's Office
Contractual/Technical Point of Contact
Dennis Devoe
9-1-1 Administrator
352-249-2701
ddevoe@sheriffcitrus.org
3549 Sauders Way
Lecanto, FL 34461

Attachment: Akimeka Signed SOW (12587 : SGS 21-062 Sheriff E911 State Grant Program Application)

AKIMEKA

Project's Period of Performance

The period of performance for the scope as contained herein and included within Attachment A is February 1, 2020 through January 31, 2021.

Total Price and Milestone Schedule

The total fixed price for the project is $178,816.00 for the 12-month period of performance. The total fixed price of the project is further detailed by milestones in Table 1 below. Upon reaching each milestone, Akimeka will submit a Milestone Acceptance Signoff and an invoice to Citrus County.

Actual timelines of the milestones will be discussed and agreed upon during the Project Kickoff Meeting and further documented via email post kickoff completion.

Table 1. Milestones & Payments

Milestone	Payment
1. Project Kickoff meeting	$44,704
2. Three months following Project Kickoff meeting	$44,704
3. Six months following Project Kickoff meeting	$44,704
4. Nine months following Project Kickoff meeting	$44,704

This price assumes that work will be performed in accordance with the outline contained within this document including each party's responsibilities. Any deviations from the proposed work will result in the need to reevaluate the proposed price unless previously discussed and agreed upon during proposal negotiations.

Payment of invoices will be NET 30 from date of invoice submission.

Deliverables

Deliverables as contained within Attachment A to this document will be reviewed and finalized between Akimeka and Citrus County staff during Project Kickoff. At conclusion of Project Kickoff related changes will be documented and agreed upon via email as an amendment in timing and content to those contained within Attachment A.

Option Year Pricing

Should Citrus County wish to extend beyond the initial period of performance referenced above, Akimeka can provide option year pricing for an additional, period of performance of February 1, 2021 through January 31, 2022 for $184,180.00 as further outlined within reference (a). Should any extension be required outside of that timeframe (consecutive 24-month period), Akimeka reserves the right to provide updated pricing.

Attachment: Akimeka Signed SOW (12587 : SGS 21-062 Sheriff E911 State Grant Program Application)

AKIMEKA

Acceptance

By signing below, you confirm that you are authorized to sign and commit to conditions contained herein on behalf of your agency/organization and agree to the scope and terms as outlined herein and within all included attachments.

Akimeka, LLC

Jenna Harrison:A01094E00000 16CAB760E0E000020C3

Digitally signed by Jenna Harrison:A01094E0000016CAB760E0E000020C3
Date: 2020.01.15 09:42:31 -05'00'

Jenna Harrison
Contracts Manager

Date

Citrus County Sheriff's Office

Capt. David M. DeCarlo

for Dennis Devoe
9-1-1 Administrator
01-16-2020

Date

CAPT. DAVID M. DECARLO
EMERGENCY MANAGEMENT
DIRECTOR

Attachment: Akimeka Signed SOW (12587 : SGS 21-062 Sheriff E911 State Grant Program Application)

CITRUS COUNTY SHERIFF

A Nationally Accredited Law Enforcement Agency

SHERIFF MIKE PRENDERGAST

February 25, 2021

Linda Morse
Purchasing & Contracts Manager
Citrus County, Florida
3600 W. Sovereign Path, Suite 266
Lecanto, Florida 34461

Ms. Morse,

Citrus County Sheriff's Office "CCSO" hired Akimeka, LLC "Akimeka" using a piggyback Agreement with Sumter County Board of County Commissioners, in February 1, 2020 to provide Geographical Information Services in the amount of $178,816 for a 12 month period. The Agreement between the Sumter County Board of County Commissioners and Akimeka has since expired. CCSO would like to continue with Akimeka to complete the Master Street Addressing Guide (MSAG), Automatic Location Identification (ALI), and Geographic Information Systems (GIS) database synchronizations; building of missing layers in Citrus County's GIS database; validating and correcting data in the MSAG, ALI, and GIS databases; and provide quarterly reporting on activity, progress, synchronization results, and issues discovered services to the E911 system at a cost of $184,180 and in order to be able to be able to apply for the Grant application with the State of Florida Division of Management Services, the CCSO has to follow the Citrus County Board of County Commissioners procurements rules.

CCSO would like to request approval from the Department of Management & Budget and Purchasing Division to approve this service as a "single Source" for the following reasons:

Due to the sheer volume of data and scope of work involved, there is remaining work to be completed. Therefore, the Citrus County Sheriff's Office is asking for a grant through the State of Florida Division of Management Services.

Based on my review, I have determined that the contract with Akimeka should be continued based on the following:

1. Akimeka has done the initial work and it is still 'in progress.' In the event we changed to another vendor, a 'start from scratch' approach on the data analysis and work would be required. Doing so would not be feasible, increasing costs and time.

2. Continuing our contract would provide a continuity of services, something that we would lose transitioning to a new vendor.

Attachment: Single Source Justification Memo (12587 : SGS 21-062 Sheriff E911 State Grant Program Application)

CITRUS COUNTY SHERIFF
A Nationally Accredited Law Enforcement Agency
SHERIFF MIKE PRENDERGAST

3. By maintaining continuity of services with Akimeka, Citrus County Sheriff's Office would reduce our overall cost by:

a. Removing additional procurement requirements, grant processing, and review/evaluation periods.

b. Mitigating delays of continuity of service during transitions between support vendors ensuring more timely completion of tasks and accuracy for Next Generation 9-1-1 preparedness.

c. Providing known services reducing the risk for required scope changes or cost increase to ensure similar services are provided to Citrus County.

d. In addition to the overall reduction in cost provided by continued services, Akimeka has existing knowledge and experience with the counties 9-1-1 data.

Respectfully,

Elena Vitt

Colonel Elena Vitt
Citrus County Sheriff's Office

Attachment: Single Source Justification Memo (12587 : SGS 21-062 Sheriff E911 State Grant Program Application)

Single / Sole Source Postings

Edit Center Area | Edit Meta Data | Admin Panel | Help

This information is designed to inform the supplier community and the public that Citrus County intends to enter into a non-competitive Agreement to purchase a product or service. Pursuant to Florida Statutes, notice is hereby given that the following product or service may be a single source. If you believe you are a qualified supplier capable of providing the same type of product or service, please submit a statement of qualifications, product information and or capabilities as applicable to the below listed contact person.

Each posting will remain on the public list for seven (7) business days as prescribed by Florida Statutes 287.057. Please contact Purchasing at 352-527-5457, if you have any questions. Submit statement of qualifications, product information and or capabilities as applicable to the Citrus County Purchasing at purchasing@citrusbocc.com no later than the close date for evaluation and consideration.

Name of project: E911 Geographical Information Services (GIS) data support

Date Posted: February 26, 2021 - March 8, 2021
Project #: SGS 21-062

Description:

Citrus County Board of County Commissioners is seeking Vendors that can provide Geographical Information Services data support for the 911 system at the Citrus County Sheriff's Office "CCSO". CCSO hired Akimeka, LLC using a piggyback Agreement with Sumter County Board of County Commissioners to provide Geographical Information Services and this Agreement has now expired. Citrus County Board of County Commissioners and CCSO is requesting for Vendors to provide detailed information regarding their ability to provide the services to complete the Master Street Addressing Guide (MSAG). Automatic Location Identification (ALI) and Geographic Information Systems (GIS) database synchronizations; building of missing layers in Citrus County's GIS validating and correcting data in the MSAG, ALI and GIS databases; and provide quarterly reporting o progress, synchronization results, and issues discovered services to the E911 system.

Attachment: SGS 21-062 Single Source Posting (12587 : SGS 21-062 Sheriff E911 State Grant Program Application)

Attachment: SGS 21-062 Single Source Posting (12587 : SGS 21-062 Sheriff E911 State Grant Program Application)

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	Budget Transfers
AGENDA DATE:	**March 09, 2021**

BRIEF OVERVIEW:

Budget transfers increase the original budget for an expenditure account through a decrease in another expenditure account. These accounts must be within the same fund.

Visitor & Convention Bureau (2) - Allocate funds to market and advertise for Sodium Fishing Trail and CCA Star Fishing Promotion.

Transit (3) - Allocate funds into the proper accounts to coincide with the incurred expenses.

Engineering - Allocate funds for the replacement purchase of computers.

Housing Services (6) - Allocate funds into the proper accounts to cover line item overages, other contractual services and housing replacement.

Retired Senior Volunteer Program (RSVP) - Allocate funds into the proper accounts to coincide with the incurred expenses.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
					$0

As detailed on every budget transfer form attached.

RECOMMENDED ACTION:

Approve budget transfers for Visitor & Convention Bureau (2), Transit (3), Engineering, Housing Services (6) and Retired Senior Volunteer Programs for fiscal year 2020-21.

Citrus County Board of County Commissioners
Budget Transfer Form

February 2, 2021	160	Tourism
Date	**Fund Number**	**Fund Title**

Dept/Office/Division: Visitors Bureau

Department Number	Account Number	From Amount	To Amount	Account Title
2122	58221	18,650		Special Projects
2122	54807		18,650	Marketing

Detailed Reason for Transfer:

Transfer $18,650.00 from 58221 Special Projects account into 54807 Marketing to pay for advertising for Sodium Fishing Trail Request made at the January 13, 2021 TDC Meeting and approved by the Board to provide money for advertising.

Division Approval: [signature] Date: 2-2-21

Department/Office Approval: Date:

Management & Budget Approval: [signature] Date: 2/2/2021

Board Approval:

Attachment: BT030921 (12562 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

February 12, 2021	160	Tourism
Date	**Fund Number**	**Fund Title**

Dept/Office/Division: Visitors & Convention Bureau

Department Number	Account Number	From Amount	To Amount	Account Title
2122	58221	7,500		Special Projects
2122	54807		7,500	Marketing

Detailed Reason for Transfer:

Transfer $7,500 from 58221 (special projects) to 54807 (marketing) for PO 82133 Line 1 for CCA Star Fishing Promotion.

Division Approval: [signature] Date: 2-12-21

Department/Office Approval: Charles R. Davis Date: 2/15/21

Management & Budget Approval: cscott Date: 2·17·2021

Board Approval:

Attachment: BT030921 (12562 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

February 2, 2021 — Date

158A — Fund Number

TRAN SEC 5311 CARES ACT — Fund Title

Dept/Office/Division: Transit Servies

Department Number	Account Number	From Amount	To Amount	Account Title
5858A	51200	26,000		REGULAR SALARIES & WAGES
5858A	51306	1,300		CASUAL LABOR
5858A	52100	1,900		FICA TAXES
5858A	52200	2,100		RETIREMENT CONTRIBUTIONS
5858A	52300	6,000		LIFE & HEALTH INSURANCE
5858A	52400	1,000		WORKERS' COMPENSATION
5858A	54603	3,000		VEHICLE MAINTENANCE
5858A	55208	1,500		FUEL & LUBES
5858A	56400		400	MACHINERY & EQUIPMENT
5852A	51200		26,000	REGULAR SALARIES & WAGES
5852A	51306		1,300	CASUAL LABOR
5852A	52100		1,900	FICA TAXES
5852A	52300		2,100	LIFE & HEALTH INSURANCE
5852A	52400		6,000	WORKERS' COMPENSATION
5852A	54603		1,000	VEHICLE MAINTENANCE
5852A	55208		2,600	FUEL & LUBES
5852A	52200		1,500	RETIREMENT CONTRIBUTIONS

Detailed Reason for Transfer:

This budget transfer moves salaries, benefits, fuel and vehicle maintenance charges previously expended to align the total 5311 CARES Act grant budget. It also budgets funds for equipment purchases.

Division Approval: Marcille Rodriguez — Date: 2/3/2021

Department/Office Approval: Marcille Rodriguez — Date: 2/3/2021

Management & Budget Approval: cpcott — Date: 2.11.2021

Board Approval:

Attachment: BT030921 (12562 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

February 2, 2021 — **Date**

158AU — **Fund Number**

TRANS SEC 5307 FTA CARES — **Fund Title**

Dept/Office/Division: Transit Servies

Department Number	Account Number	From Amount	To Amount	Account Title
5858AU	51200	40,100		REGULAR SALARIES & WAGES
5858AU	51306	2,000		CASUAL LABOR
5858AU	52100	3,000		FICA TAXES
5858AU	52200	3,300		RETIREMENT CONTRIBUTIONS
5858AU	52300	7,600		LIFE & HEALTH INSURANCE
5858AU	52400	1,500		WORKERS' COMPENSATION
5858AU	54603	4,400		VEHICLE MAINTENANCE
5858AU	55208	4,900		FUEL & LUBES
5852AU	51200		40,100	REGULAR SALARIES & WAGES
5852AU	51306		2,000	CASUAL LABOR
5852AU	52100		3,000	FICA TAXES
5852AU	52300		3,300	LIFE & HEALTH INSURANCE
5852AU	52400		7,600	WORKERS' COMPENSATION
5852AU	54603		1,500	VEHICLE MAINTENANCE
5852AU	55208		4,400	FUEL & LUBES
5852AU	52200		4,900	RETIREMENT CONTRIBUTIONS

Detailed Reason for Transfer:

This budget transfer moves salaries, benefits, fuel and vehicle maintenance charges previously expended to align the total 5307 CARES Act grant budget.

Division Approval: Maricela Rodriguez /Heting — Date: 2/3/2021

Department/Office Approval: Maricela Rodriguez — Date: 2/3/2021

Management & Budget Approval: cpscott — Date: 2.11.202

Board Approval:

Attachment: BT030921 (12562 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

February 2, 2021 — Date

159VU — Fund Number

TRANS 5307 URBAN FORMULA — Fund Title

Dept/Office/Division: Transit Servies

Department Number	Account Number	From Amount	To Amount	Account Title
7204VU	51200	75,700		REGULAR SALARIES & WAGES
7204VU	51306	2,000		CASUAL LABOR
7204VU	52100	5,500		FICA TAXES
7204VU	52200	6,100		RETIREMENT CONTRIBUTIONS
7204VU	52300	16,900		LIFE & HEALTH INSURANCE
7204VU	52400	2,900		WORKERS' COMPENSATION
7204VU	54603	5,300		VEHICLE MAINTENANCE
7204VU	55208	15,100		FUEL & LUBES
7220VU	51200		75,700	REGULAR SALARIES & WAGES
7220VU	51306		2,000	CASUAL LABOR
7220VU	52100		5,500	FICA TAXES
7220VU	52300		16,900	LIFE & HEALTH INSURANCE
7220VU	52400		2,900	WORKERS' COMPENSATION
7220VU	54603		5,300	VEHICLE MAINTENANCE
7220VU	55208		15,100	FUEL & LUBES
7220VU	52200		6,100	RETIREMENT CONTRIBUTIONS

Detailed Reason for Transfer:

This budget transfer moves salaries, benefits, fuel and vehicle maintenance charges previously expended to align the total 5307 grant budget.

Division Approval: Marcelle Rodney / Acting — Date: 2/3/2021

Department/Office Approval: Marcelle Rodney — Date: 2/3/2021

Management & Budget Approval: cpcott — Date: 2-11-2021

Board Approval:

Attachment: BT030921 (12562 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

January 27, 2021 (Date) | 102 (Fund Number) | (Fund Title)

Dept/Office/Division: Public Works / Engineering

Department Number	Account Number	From Amount	To Amount	Account Title
4104	54603	4,662		Vehicle Maintenance
4104	55270		2,992	Computer Accessories
4104	56400		1,670	Machinery & Equipment

Detailed Reason for Transfer:

This budget transfer is being requested so we can replace some of the oldest computers in the Engineering Department that are not performing as needed, locking up and/or requiring excessive maintenance from IT to keep operating.
6582 CPU-DELL-OPTI7040-I5 2016 ENGINEER I (CINDY JONES) $748.00
6842 CPU-DELL-OPTI7040-I3 2017 FIELD OPER SUPV (CHARLES LEAZOTT $748.00
6866 CPU-DELL-OPTI7040-I3 2017 SURVEY TECH II (BLAKE POWELSON) $1670.00
6867 CPU-DELL-OPTI7040-I3 2017 ENG DESIGN TECH (LORRIE SCHWENNEKER) $748.00
6880 CPU-DELL-OPTI7040-I3 2017 ASSESSMENT AGENT (TONYA TURNER) $748.00

Division Approval: Brian Kalb Date: 2/4/2021

Department/Office Approval: Date: 2/8/21

Management & Budget Approval: cpcott Date: 2-12-20

Board Approval:

Attachment: BT030921 (12562 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

March 9, 2021	001	HOUSING SERVICES
Date	**Fund Number**	**Fund Title**

Dept/Office/Division: COMMUNITY SERVICES/HOUSING SERVICES

Department Number	Account Number	From Amount	To Amount	Account Title
2113	54100	100		COMMUNICATIONS SERVICES
2113	54603		100	VEHICLE MAINTENANCE

Detailed Reason for Transfer:

Reallocate Admin Expenses to cover line item overages

Division Approval: Tammy Harris Date: 2/10/21

Department/Office Approval: Maureen Rodney Date: 2/10/21

Management & Budget Approval: Date: 2.18.2021

Board Approval:

Attachment: BT030921 (12562 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

March 9, 2021	030X	CDBG-DR
Date	**Fund Number**	**Fund Title**

Dept/Office/Division: COMMUNITY SERVICES/HOUSING SERVICES

Department Number	Account Number	From Amount	To Amount	Account Title
5746X	52300	35		LIFE & HEALTH INSURANCE
5746X	54201		35	POSTAGE

Detailed Reason for Transfer:

Reallocate Admin Expenses to cover line item overages

Division Approval: [signature] Date: 2/10/21

Department/Office Approval: Marcelle Rodney Date: 2/11/20

Management & Budget Approval: cfscott Date: 2-18-2021

Board Approval:

Attachment: BT030921 (12562 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

March 9, 2021 — Date

198N — Fund Number | SHELTER PLUS CARE — Fund Title

Dept/Office/Division: COMMUNITY SERVICES/HOUSING SERVICES

Department Number	Account Number	From Amount	To Amount	Account Title
5399N	54000	200		TRAVEL & PER DIEM
5399N	54201	16		POSTAGE
5399N	54603		108	VEHICLE MAINTENANCE
5399N	55208		108	FUELS & LUBES

Detailed Reason for Transfer:

Reallocating funds to cover line item overages

Division Approval: [signature] Date: 2/10/21

Department/Office Approval: Marianne Rodgers Date: 2/11/21

Management & Budget Approval: C Scott Date: 2-18-2021

Board Approval:

Attachment: BT030921 (12562 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

March 9, 2021	166Y	HUD / SECTION 8
Date	**Fund Number**	**Fund Title**

Dept/Office/Division: COMMUNITY SERVICES/HOUSING SERVICES

Department Number	Account Number	From Amount	To Amount	Account Title
5366Y	53000	3,000		OPERATING EXPENSES
5366Y	54000	1,035		TRAVEL & PER DIEM
5366Y	53100		3,235	PROFESSIONAL SERVICES
5366Y	54615		800	SOFTWARE MAINT/SUPPORT

NATIONAL FACILITY CONSULTANT

Detailed Reason for Transfer:

Reallocate Admin Expenses to cover line item overages

Division Approval: Jeremy Harris Date: 2/10/21

Department/Office Approval: Maurice Rodney Date: 2/11/21

Management & Budget Approval: CPC ATL Date: 2-18-202

Board Approval:

Attachment: BT030921 (12562 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

March 9, 2021	133U	SHIP
Date	Fund Number	Fund Title

Dept/Office/Division: COMMUNITY SERVICES/HOUSING SERVICES

Department Number	Account Number	From Amount	To Amount	Account Title
5304U	59930	50,000		STRATEGY - HOUSING REPL
5304U	53400		50,000	OTHER CONTRACTUAL SERV

Detailed Reason for Transfer:

Reallocate Housing Replacement (CDBG-DR Match) expenditure budget to Other Contractual Services

Division Approval: Jennifer Harris Date: 2/17/21

Department/Office Approval: Marcella Rodriguez Date: 2/17/21

Management & Budget Approval: C Pelott Date: 2.18.2021

Board Approval:

133U CLOSES IN JUNE

Attachment: BT030921 (12562 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

March 9, 2021 — Date

133V — Fund Number | SHIP — Fund Title

Dept/Office/Division: COMMUNITY SERVICES/HOUSING SERVICES

Department Number	Account Number	From Amount	To Amount	Account Title
5304V	53400	50,000		OTHER CONTRACTUAL SERV
5304V	59930		50,000	STRATEGY - HOUSING REPL

Detailed Reason for Transfer:

Reallocate Other Contractual Services expenditure budget to Housing Replacement (CDBG-DR Match)

Division Approval: Tammy Harris — Date: 2/17/21

Department/Office Approval: Maureen Rodney — Date: 2/18/21

Management & Budget Approval: CJScott — Date: 2.18.2021

Board Approval:

TRANSFER FROM 133U

Attachment: BT030921 (12562 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

February 9, 2021 — Date

162X — Fund Number
Retired Senior Volunteer Program — Fund Title

Dept/Office/Division: Community Svcs/Support Svcs/Nature Coast

Department Number	Account Number	From Amount	To Amount	Account Title
5379X	54000	212		TRAVEL-PER DIEM
5379X	54201		125	POSTAGE
5379X	54615		87	SOFTWARE MAINTENANCE

Detailed Reason for Transfer:

To budget for increased expenses in postage and software maintenance for the Retired Senior Volunteer Program.

CD **Division Approval:** Date: 2/18/21

Department/Office Approval: Date: 2/18/21

Management & Budget Approval: Date: 2.19.2021

Board Approval:

Attachment: BT030921 (12562 : Budget Transfers)

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	Budget Resolution
AGENDA DATE:	**March 09, 2021**

BRIEF OVERVIEW:

Section 129.06(d), Florida Statutes provides that the Board may amend its budget by resolution to appropriate and expend funds from a source not anticipated in the Board's regular budget. Grants, donations, reimbursement for damages, or any other additional source of revenue is not included in the original budget.

Amend - State Housing Initiative Partnership (2) and Neighborhood Stabilization Program grant budgets.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
					$0

As detailed on budget resolutions attached.

RECOMMENDED ACTION:

Adopt and authorize the Chairman to execute a resolution amending the State Housing Initiative Partnership (2) and Neighborhood Stabilization Program grant budgets for fiscal year 2020-21.

RESOLUTION NO. 2021-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA, ADOPTING / AMENDING THE FISCAL YEAR 2020-21 BUDGET

WHEREAS, certain appropriation and expenditure amendments to the adopted Fiscal Year 2020-2021 Budget are to be made by resolution pursuant to section 129.06(2), Florida Statutes; and

WHEREAS, the Board of County Commissioners of Citrus County desires to amend fiscal year 2020-2021 budget, as more specifically set forth in Exhibit ”A” attached hereto and by this reference made a part hereof,

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Citrus County, Florida as follows:

- The Board does hereby amend its budget to include the estimated revenues and expenditures listed in Exhibit “A” attached hereto and made a part hereof by reference.

- The Clerk of the Board is hereby directed to spread this resolution upon the minutes of the meeting held this date.

ADOPTED**,** in regular session this 9th day of March 2021, by the Citrus County Board of County Commissioners.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA

ANGELA VICK, CLERK

SCOTT CARNAHAN, CHAIRMAN

APPROVED FOR THE RELIANCE
OF CITRUS COUNTY ONLY:

DENISE A. DYMOND LYN,
COUNTY ATTORNEY

Attachment: 03-09-21res (12563 : Budget Resolution)

Department of Management & Budget
3600 W. Sovereign Path – Suite 266, Lecanto, FL 34461
(352) 527-5207 – FAX (352) 527-5219

MEMORANDUM

TO: Members of the Board of County Commissioners

FROM: Colleen Scott, Director
Department of Management and Budget

DATE: March 9, 2021

SUBJECT: Budget Amendment

The attached budget amendment appropriates funding necessary for the following:

1. Amend State Housing Initiative Partnership (SHIP) grant budgets (2) recording income and interest funds to be appropriated into the proper accounts to coincide with actual grant expenditures.

2. Amend the Neighborhood Stabilization Program 1 budget to modify the budget and record program income from the sale of NSP homes that are bought and sold to low income citizens of Citrus County.

Attachment: 03-09-21res (12563 : Budget Resolution)

Exhibit A

133U SHIP

Amendment #		Account Number	Account Description	Amount
1	Revenues	133U-337550	SHIP RECYCLED/PROG INCOME	($4,500)
		133U-361200	MONEY MKT & LGIP INTEREST	($19,918)
		133U-400200	CASH CARRY FORWARD	$29,463
			Total Revenues	$5,045
1	Expenditures	133U-5304U-53400	OTHER CONTRACTUAL SERV	$5,045
			Total Expenditures	$5,045

133W SHIP

Amendment #		Account Number	Account Description	Amount
1	Revenues	133W-337550	SHIP RECYCLED/PROG INCOME	$8,669
			Total Revenues	$8,669
1	Expenditures	133W-5304W-52100	FICA TAXES	$229
		133W-5304W-52200	RETIREMENT CONTRIBUTIONS	$104
		133W-5304W-52400	WORKERS' COMPENSATION	$100
		133W-5304W-53400	OTHER CONTRACTUAL SERV	$8,236
			Total Expenditures	$8,669

030D NSP 1

Amendment #		Account Number	Account Description	Amount
2	Revenues	030D-369985	SALE OF NSP HOMES	$55,000
			Total Revenues	$55,000
2	Expenditures	030D-5746DP-53400	OTHER CONTRACTUAL SERV	$26,125
		030D-5746DP-54000	TRAVEL & PER DIEM	$1,375
		030D-5746DP-55500	TRAINING	$1,375
		030D-5746DP-59935	NEIGH STABL-DISPO EXP	$26,125
			Total Expenditures	$55,000

Attachment: 03-09-21res (12563 : Budget Resolution)

AGENDA MEMORANDUM

FROM:	Randall Olney, Public Works Director
SUBJECT:	Corrective County Deed
AGENDA DATE:	**March 09, 2021**

BRIEF OVERVIEW:

On January 5, 2021, a Deed of Conveyance was executed for the sale of surplus properties sold to Tony Lee Williamson for AK 2328860, Holiday Acres Unit 2 Lot 3 Unrec of Lot 22, Crystal River, Florida. The deed issued contained an incorrect date of conveyance therefore, it is necessary to record a Corrective County Deed.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
N/A	N/A	N/A	N/A	N/A	N/A

RECOMMENDED ACTION:

a. Authorize the Chairman to execute the Corrective County Deed to Tony Lee Williamson for AK 2328860, Holiday Acres Unit 2 Lot 3 Unrec of Lot 22, Crystal River, Florida.

b. Authorize the Clerk to record said document in the Public Records of Citrus County, Florida.

This instrument prepared under the direction of:
Denise A. Dymond Lyn, County Attorney
110 N. Apopka Avenue
Inverness, Florida 34450

By & Return to:
Kelly H. Barnes, Senior Assessment Agent
Citrus County Engineering Division
3600 West Sovereign Path, Suite 205
Lecanto, Florida 34461

Property Appraisers Parcel ID Number:
17E18S140020 0223
Alt Key: 2328860

CORRECTIVE COUNTY DEED

This Corrective County Deed of Conveyance is being recorded to correct the date of the Conveyance. Documentary Stamps were previously paid in the amount of $80.00, in connection with the recording of that certain Deed of Conveyance recorded January 26, 2021 in Book 3129 Page 393, Public Records of Citrus County, Florida.

THIS DEED**,** made this 5th day of January, 2021, by **CITRUS COUNTY, FLORIDA,** a political subdivision of the State of Florida, whose address is 110 N. Apopka Ave., Inverness, FL 34450, party of the first part, and; **TONY LEE WILLIAMSON**, a married man, whose address is 8236 W. Steele Ct., Crystal River, Florida, 34428, party of the second part;

WITNESSETH that the said party of the first part, for and in consideration of the sum of Ten Dollars ($10.00) to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained and sold to the party of the second part, his or her heirs and assigns forever, the following described land lying and being in Citrus County, Florida:

Lot 3: The East 130.82 Feet of the West 392.46 Feet of the North 166.50 Feet of Lot 22, Holiday Acres, Unit 2, as recorded in Plat Book 6, Pages 40-41, Public Records of Citrus County, Florida, Subject to a 15 Foot Wide Easement along the South Boundary thereof for road right-of-way.

IN WITNESS WHEREOF, the said party of the first part 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 aforesaid.

ATTEST:

CITRUS COUNTY, FLORIDA, a political Subdivision of the State of Florida

_____
Angela Vick, Clerk of Court
Citrus County, Florida

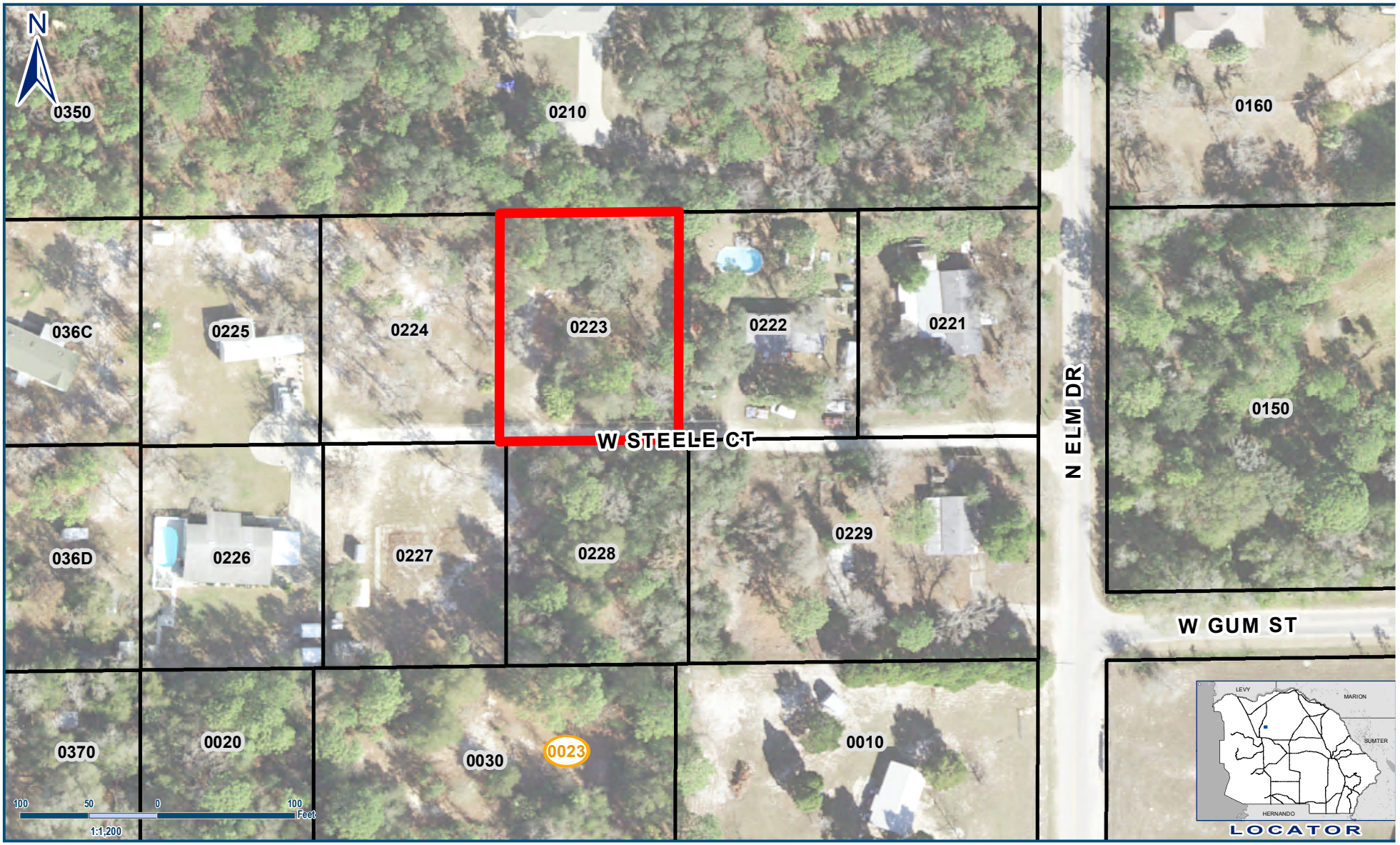
By: _____
Scott Carnahan, Chairman
Board of County Commissioners of
Citrus County, Florida

Approved for the reliance of
Citrus County, Florida only:

_____
Denise A. Dymond Lyn,
County Attorney

Rev. 2/11/19

Attachment: Supporting Docs - Corrective Deed AK 2328860 (12507 : Corrective County Deed)



Legend

Subject Property

AK# 2328860

8187 W. Steele Ct., Crystal River

HOLIDAY ACRES UNIT 2 LOT 3 UNREC OF LOT 22

Geographic Information Systems

Prepared By : R.W. Voak

Date: September 23, 2020

Source: Enterprise Geodatabase

Map Number: BV000761

Cynthia P. Skelhorn
Director

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Attachment: Supporting Docs - Corrective Deed AK 2328860 (12507 : Corrective County Deed)

AGENDA MEMORANDUM

FROM:	Mariselle Rodriguez, Community Services Director
SUBJECT:	Elder Option Uniper Project Agreements
AGENDA DATE:	**March 09, 2021**

BRIEF OVERVIEW:

The Uniper project assists the elderly in staying physically, mentally, and socially active from the comfort of their home. The elderly can access live classes and videos on their TV (at no charge or cost to them). Program content is provided by Mid-Florida Area Agency on Aging dba Elder Opitons and the Uniper Community.

Citrus County has the ability to join this new innovative program by providing videos of Senior Center activities, exercise classes and educational presentations to Elder Options and Uniper and referring clients that may need this type of grant funded service.

The grant is $5,000 and runs 11/01/2020 to 06/30/2021. It is anticipated that this grant time frame will be extended.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
					$0

Grant funding $5,000. No cash match required.

RECOMMENDED ACTION:

Authorize the chairman to execute the Development of Virtual Programming Agreement and Uniper Client Referral Agreements between Citrus County, Florida and Mid-Florida Area Agency on Aging, Inc. dba Elder Options. The grant award is $5,000 and runs from November 1, 2020 through June 30, 2021. No cash match required.

DEVELOPMENT OF VIRTUAL PROGRAMMING AGREEMENT

This **Development of Virtual Programming agreement ("Agreement")** is entered into between the **Mid-Florida Area Agency on Aging, Inc. dba Elder Options**, hereinafter referred to as the "Agency", and **Citrus County, Florida,** hereinafter referred to as the "Contractor." The purpose of this agreement is to establish an agreement between the Agency and the Contractor, for the development of virtual programming for upload to/scheduling on the Uniper system and to set forth any other responsibilities required of either party.

WHEREAS, the Contractor represents that the Contractor is professionally qualified, and possesses the requisite skills, knowledge, qualifications and experience to provide the professional services described herein, and that Contractor does offer to perform such services and does accept the offer of the Agency upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Agency and Contractor mutually agree as follows:

1. Effective Date

(1) This agreement shall begin on **November 1, 2020**.

(2) This agreement shall end on **June 30, 2021.**

2. Agreement Amount

Contractor's budgeted dollar amount under this agreement is **$5,000.00**. The Contractor's payment is based solely upon upload/scheduling of virtual programming developed and rendered in accordance with description provided in advance by the Agency. The Agency agrees to pay for virtual programming provided according to the conditions shown in Section 5 subject to the availability of funds.

3. The Agency's Responsibilities

(1) Provide the Contractor with appropriate information.

(2) Provide payment for associated services within 30 days from receipt of program reporting and invoice.

4. Contractor Responsibilities

The Contractor shall perform and render all services described herein as a Contractor and not as an agent, representative, or employee of the Agency.

(1) Complete training with Uniper and/or Agency's staff.

(2) Develop virtual programming content for the Uniper system.

(3) Submit the content to the designated person for upload to or scheduling on Uniper.

(4) Maintain communication with Agency staff regarding virtual programming development, its submission, and related issues, concerns, and successes.

Attachment: Development of Virtual Programming Agreement (12555 : Elder Option Uniper Project Agreements)

(5) Provide Agency all required data, program materials, completed forms, program reports, and invoice by the fifth working day of the month. The attached **Virtual Programming Development Program Report** should be used to submit program related data and materials.

5. Consideration and Payment

(1) The total maximum value of this agreement is **$5,000.00.** On a monthly basis, the Contractor must submit an invoice to the Agency for payment for the completion of upload to or scheduling of virtual programming developed. The unit rate for the development and upload or scheduling of the virtual programming is **$98.48** per unique program. Payments will be made within 30 days of the receipt of all program reporting and invoice.

a. Examples of programming include:
   i. Classes for health, wellness, and wellbeing such as meditation, exercise, and mental health.
   ii. Educational and informational classes on nutrition, meal planning, local resources, caregiving tips, and "about us" information.
   iii. Activity sharing such as crafts, trivia, games, and talent shows.
   iv. Broadcasts of activities such as showing local events at the center, holiday gatherings, and meet and greets.
   v. Social networking events such as hobbies, peer support groups, and coffee hours.

b. Programming may be recorded to be provided on-demand or may be provided live.

(2) The Agency's performance and obligation to pay under this agreement is contingent upon available funding. Any costs or services paid for under any other contract or agreement, or from any other source, are not eligible for payment under this agreement.

(3) In the performance of this contract, it is agreed between the parties that the Contractor is solely liable for the performance of all tasks contemplated by this contract.

a. The Contractor shall ensure that the Agency has the most current written verification of insurance coverage through the term of this contract.

(4) This agreement does not obligate the Agency to pay the Contractor unless the services being invoiced were actually delivered subsequent to prior authorization of the Agency.

(5) Submit to the Agency the attached **Virtual Programming Invoice** by the fifth working day of each month. The invoice must be submitted to the Director, Office of Program Operations (see section 7 for contact information) and may be submitted either in hardcopy or electronically.

(6) Any payment due under the terms of this agreement may be withheld pending receipt and approval of the program reporting and invoice due from the Contractor and any adjustments thereto.

(7) The Contractor shall maintain all financial documentation and records in compliance with the applicable federal and state laws, rules, regulations, guidelines and policies of the Agency.

6. Patents, Copyrights, Royalties

If this contract is awarded state funding and if any discovery, invention, or copyrightable material is developed or produced in the course of or as a result of work or services performed under this contract or in any way

Attachment: Development of Virtual Programming Agreement (12555 : Elder Option Uniper Project Agreements)

connected with this contract, or if ownership of any discovery, invention, or copyrightable material was purchased in the course of or as a result of work or services performed under this contract, the Contractor shall refer the discovery, invention, or copyrightable material to the Department of Elder Affairs, hereinafter referred to as "DoEA" to be referred to the Department of State. Any and all patent rights or copyrights accruing under this contract are hereby reserved to the State of Florida in accordance with Chapter 286, F.S. Pursuant to Section 287.0571(5)(k), F.S., the only exceptions to this provision shall be those that are clearly expressed and reasonably valued in this contract.

(1) If the primary purpose of this contract is the creation of intellectual property, the State of Florida shall retain an unencumbered right to use such property, notwithstanding any agreement made pursuant to this Section.

(2) If this contract is awarded solely federal funding, the terms and conditions are governed by 2 CFR § 200.315 or 45 CFR § 75.322, as applicable.

(3) Notwithstanding the foregoing provisions, if the Contractor or one of its Subcontractors is a university and a member of the State University System of Florida, then Section 1004.23, F.S., shall apply, but DoEA shall retain a perpetual, fully-paid, nonexclusive license for its use and the use of its Contractors, Subcontractors, or Assignees of any resulting patented, copyrighted, or trademarked work products.

7. Notice and Contact Information

(1) The contact name, address, and telephone number for the Agency is:
Kristen Griffis
Chief Executive Officer
100 SW 75th Street, Suite 301
Gainesville, FL 32607
(352) 378-6649
griffisk@agingresources.org

Janet Kreischer
Director, Office of Program Operations
100 SW 75th Street, Suite 301
Gainesville, FL 32607
(352) 692-5237
kreischerj@agingresources.org

(2) The contact name, address, and telephone number for the Contractor is:
Joanne Granger
Director, Citrus County Support Services
2804 W. Marc Knighton Ct, Key# 6
Lecanto, FL 34461
352-527-5900
Joanne.Granger@citrusbocc.com

Attachment: Development of Virtual Programming Agreement (12555 : Elder Option Uniper Project Agreements)

8. Renegotiations or Modifications

Modifications of provisions of this agreement shall only be valid when they have been reduced to writing and duly signed by both parties. The parties agree to renegotiate this agreement if revisions of any applicable laws or regulations make changes to this agreement necessary.

9. Termination, Suspension, and Enforcement

(1) This agreement may be terminated by either party upon no less than thirty (30) calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties, in writing. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

(2) In the event funds for this agreement become unavailable, the Agency may terminate the affected agreement upon no less than twenty-four (24) hours notice in writing to the Contractor. In the event of termination for lack of funds, the Contractor shall be compensated for any work satisfactorily completed. The Agency shall be the final authority as to the availability of funds.

(3) If a breach of this agreement should occur, unless the breach is waived by the Agency in writing, or the Contractor fails to cure the breach within the time specified by the Agency, the Agency may, by written notice to the Contractor, terminate the agreement upon no less than twenty-four (24) hours notice. Said notice shall be delivered in writing to the Contractor. The provisions herein do not limit either party's right to remedies at law or to damages of a legal or equitable nature.

I have read, understand and agree with every provision of this agreement and by my signature, hereby certify that I accept and agree to abide by them and that I am competent and legally qualified to enter into such an agreement.

CONTRACTOR: Citrus County, Florida

SIGNED BY: _____

NAME: Scott Carnahan, Chairman

DATE: _____

AGENCY: Mid-Florida Area Agency on Aging, In dba Elder Options

SIGNED BY: _____

NAME: Kristen Griffis, Chief Executive Officer

DATE: _____

Attachment: Development of Virtual Programming Agreement (12555 : Elder Option Uniper Project Agreements)

UNIPER CLIENT REFERRAL AGREEMENT

This Referral Agreement is between **Mid-Florida Area Agency on Aging, Inc. dba Elder Options**, (Agency) and **Citrus County, Florida** (Provider).

WHEREAS, the purpose of this Referral Agreement is to set forth the specific actions to be performed by each party in ensuring that clients are able to obtain information and services in the most efficient and least cumbersome manner possible.

NOW THEREFORE, in consideration of the mutual duties and responsibilities contained in this Referral Agreement, the parties agree as follows:

I. The Provider agrees to perform the following duties and responsibilities:

A. Provide services in a manner that complies with all applicable state and federal laws and is culturally appropriate.
B. Shall not use or disclose any information concerning a recipient of services under any contract or agreement for any purpose prohibited by state or federal law or regulations except with the written consent of a person legally authorized to give that consent or when authorized by law.
C. Where applicable, shall comply with the Health Insurance Portability and Accountability Act (42 USC 1320d.), as well as all regulations promulgated thereunder (45CFR 160, 162, and 164).
D. Permit persons duly authorized by the Agency to monitor and inspect any records, papers, documents, facilities, or goods and services of the Provider and to interview both individuals served by the Provider and employees of the Provider to be assured of satisfactory performance of the terms and conditions of this agreement.
E. Refer individuals seeking services to the Agency, using the attached **Uniper Referral Form**.
F. Accept referrals from the Agency.

II. The Agency agrees to perform the following duties and responsibilities:

A. Provide referrals to the Provider for services, if needed.
B. Provide technical assistance and training to the Provider staff.
C. Coordinate delivery of Uniper equipment.
D. Coordinate installation of Uniper equipment.

III. Termination

A. Termination at Will
The Agency shall have the right to terminate this Referral Agreement at the Agency's sole discretion, without any cause or reason, at any time upon giving no less than thirty (30) days written notice to the Provider. Said notice shall be delivered by certified mail, return receipt requested.
B. Termination for Breach
The Agency shall have the right to terminate this Referral Agreement upon twenty-four (24) hours prior written notice to the Provider if the Provider fails to cure a breach of the Referral Agreement within the time and manner specified by the Agency. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Agency may terminate the Referral Agreement even if the breach is cured, upon giving no less than thirty (30) days written notice to the Provider.

Attachment: Uniper Client Referral Agreement (12555 : Elder Option Uniper Project Agreements)

IV. Equipment

Equipment provided must be protected against damage and unauthorized use. The Provider will document and track the location of the equipment. At the time Uniper services cease to be provided, the equipment provided by Uniper will be returned to the Agency.

V. Assignment

The Provider shall not assign or otherwise transfer its duties or responsibilities under this Referral Agreement to any entity without the prior written approval of the Agency.

VI. Amendments

Any modifications or amendments to this Referral Agreement shall be in writing and signed by both parties.

VII. Agency Points of Contact

Janet Kreischer
Director, Office of Program Operations
(352) 692-5237
kreischerj@agingresources.org

Contact for information about agreements, program related items, monthly program report and invoice, and relation to other DoEA funded programs and services.

Amy Thomas
Director, Office of Community Care Coordination
(352) 692-5221
thomasa@agingresources.org

Contact for information and activities related to Uniper installation, referrals, class/ activity development, and scheduling of live or upload of on-demand Uniper content.

IN WITNESS THEREOF, the parties have executed this two-page Referral Agreement as of the date specified below. Each party represents and warrants that its respective signatory is duly authorized to execute this Referral Agreement on its behalf.

Provider: **Citrus County, Florida**	**Agency: Mid-Florida Area Agency on Aging, Inc.** **dba Elder Options**
_____ Signature	_____ Signature
Scott Carnahan Print Name	Kristen Griffis Print Name
Chairman Title	Chief Executive Officer Title
_____ Date	_____ Date

Attachment: Uniper Client Referral Agreement (12555 : Elder Option Uniper Project Agreements)

AGENDA MEMORANDUM

FROM:	Michael Sherman,
SUBJECT:	PLT-18-15 Fairways at Twisted Oaks Final Plat
AGENDA DATE:	**March 09, 2021**

BRIEF OVERVIEW:

A Final Plat application to create Fairways at Twisted Oaks Phase One (Section 1 and 12, Township 18 South, Range 18 East)

BUDGET IMPACT/FUNDING SOURCE:

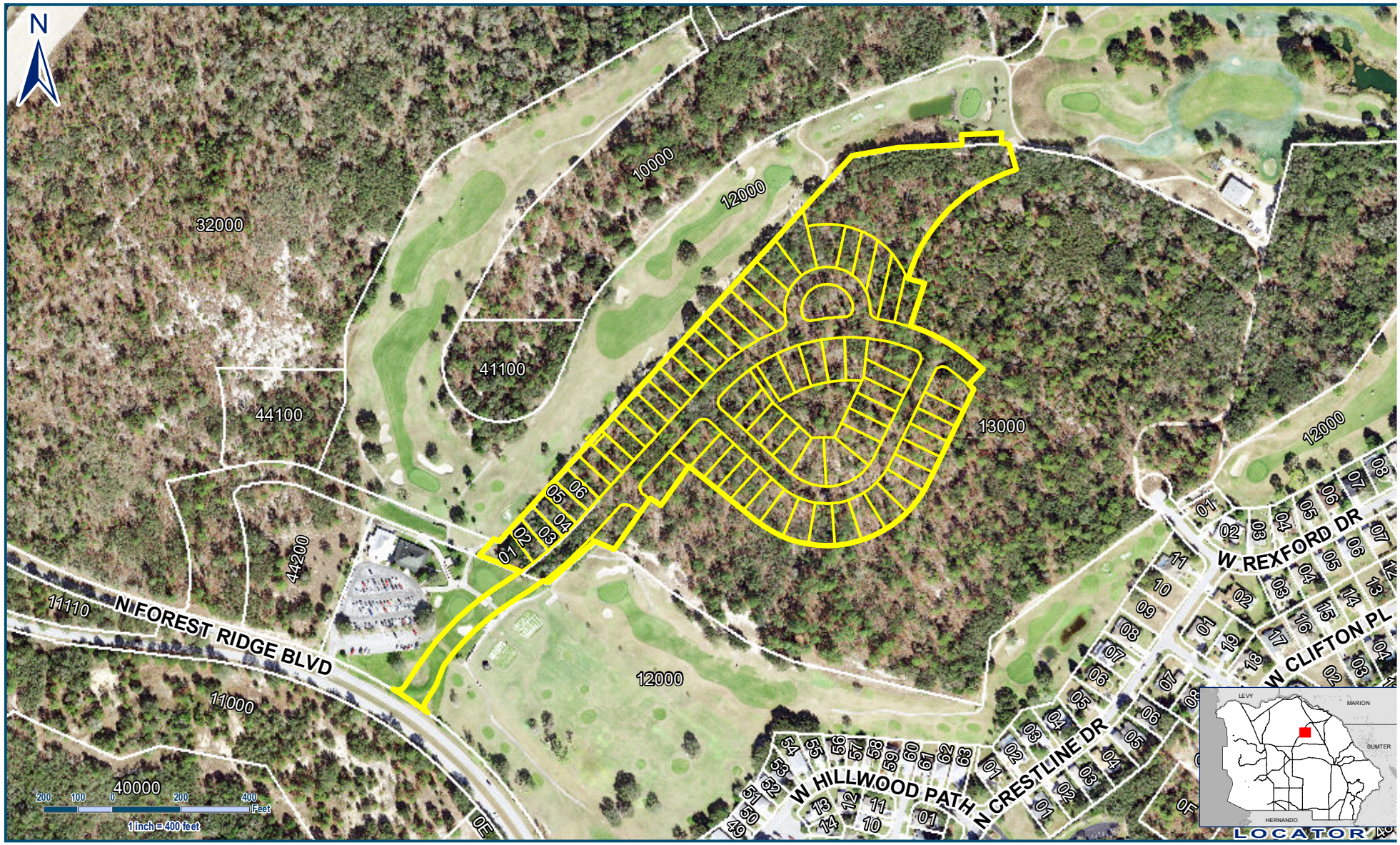
Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
					$0

N/A – applicant has paid recording fee

RECOMMENDED ACTION:

a. Review and approve PLT-18-15, final plat for Fairways at Twisted Oaks Subdivision.

b. If approved, direct the Chair to sign the mylar and the Clerk to record the plat in the public records of Citrus County, Florida.



Legend

PLT-18-15

FAIRWAYS AT TWISTED OAKS PHASE ONE
PLT-18-15
SEC 1 & 12 TWN 18S RNG 18E

Geographic Information Systems

Prepared By : Susan O'Connell
Date: February 17, 2021
Source: Enterprise Geodatabase
Map Number: SO001115

Cynthia P. Skelhorn
Director

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Attachment: Locator Map (12583 : PLT-18-15 Fairways at Twisted Oaks Final Plat)

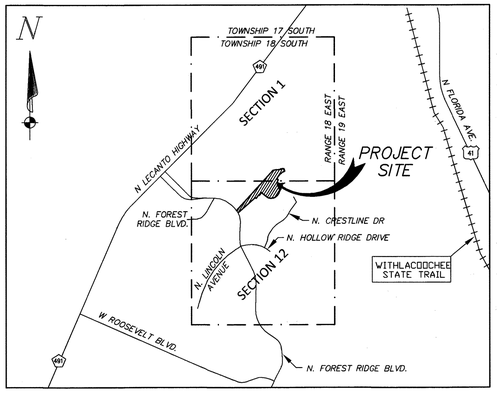
FAIRWAYS AT TWISTED OAKS PHASE ONE

A PORTION OF SECTIONS 1 AND 12, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA

DESCRIPTION

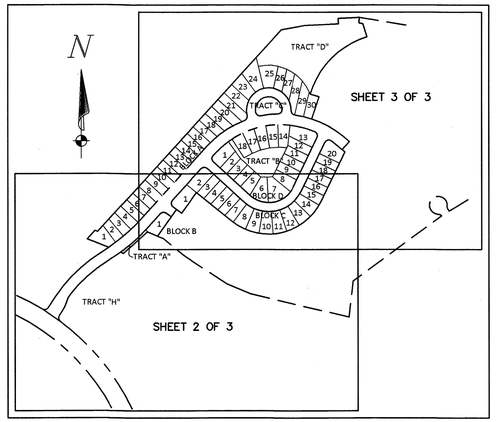
COMMENCE AT THE MOST WESTERLY CORNER OF LOT 1, BLOCK 12 OF LAUREL RIDGE NUMBER TWO AS SHOWN ON THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 15 AT PAGES 113 TO 120, INCLUSIVE, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE N41°21'17"W, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF W. REXFORD DRIVE AS SHOWN ON SAID MAP OR PLAT, A DISTANCE OF 25.39 FEET, BEING ON THE NORTHWESTERLY BOUNDARY OF SAID LAUREL RIDGE NUMBER TWO; THENCE CONTINUE N41°21'17"W, ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 8.90 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 48°11'23"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 21.03 FEET TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N17°15'36"W, 20.41 FEET) TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 276°22'46"; THENCE NORTHERLY, WESTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 241.19 FEET TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S48°38'43"W, 66.67 FEET) TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 48°11'23"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 21.03 FEET TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S65°26'59"E, 20.41 FEET) TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE, SAID POINT BEING ON THE BOUNDARY OF AN EXISTING GOLF COURSE AS DESCRIBED IN OFFICIAL RECORDS BOOK 852 AT PAGE 111 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE ALONG SAID BOUNDARY THE FOLLOWING COURSES AND DISTANCES: S53°40'16"W, A DISTANCE OF 615.10 FEET; S06°49'50"W, A DISTANCE OF 200.33 FEET; N76°53'45"W, A DISTANCE OF 567.49 FEET; N67°01'20"W, A DISTANCE OF 142.36 FEET; N56°51'15"W, A DISTANCE OF 278.73 FEET; N50°33'59"W, A DISTANCE OF 157.53 FEET; N66°49'03"W, A DISTANCE OF 35.97 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID BOUNDARY THE FOLLOWING COURSES AND DISTANCES: N66°49'03"W, A DISTANCE OF 61.28 FEET; S48°04'48"W, A DISTANCE OF 181.23 FEET TO A POINT ON THE NORTHEASTERLY BOUNDARY OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 920 AT PAGE 1950 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE N68°36'06"W, ALONG SAID LANDS A DISTANCE OF 16.23 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1030.00 FEET AND A CENTRAL ANGLE OF 05°15'02"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 94.39 FEET TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S55°45'24"W, 94.36 FEET) TO THE POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 770.00 FEET AND A CENTRAL ANGLE OF 20°27'33"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 274.95 FEET TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S48°09'09"W, 273.49 FEET) TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 81.00 FEET AND A CENTRAL ANGLE OF 15°10'43"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 21.46 FEET TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S30°20'01"W, 21.40 FEET); THENCE S22°44'39"W, 55.10 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 119.00 FEET AND A CENTRAL ANGLE OF 10°58'20"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 22.79 FEET TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S28°13'49"W, 22.75 FEET); THENCE S33°42'59"W, 32.53 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 86°47'58"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 37.87 FEET TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S09°41'00"E, 34.35 FEET) TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF NORTH FOREST RIDGE BOULEVARD AS PER RECORD PLAT RECORDED IN PLAT BOOK 14, PAGES 29 TO 31 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, SAID POINT BEING THE POINT OF CUSP WITH A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1335.00 FEET AND A CENTRAL ANGLE OF 05°18'38"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 123.73 FEET TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N55°44'18"W, 123.69 FEET) TO THE POINT OF CUSP WITH A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 87°53'25"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 38.35 FEET TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N77°39'41"E, 34.70 FEET); THENCE N33°42'59"E, 72.95 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 830.00 FEET AND A CENTRAL ANGLE OF 24°39'57"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 357.31 FEET TO THE POINT OF TANGENCY (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N46°02'57"E, 354.56 FEET) TO THE POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 970.00 FEET AND A CENTRAL ANGLE OF 03°01'55"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 51.33 FEET TO A POINT ON A NON-TANGENT LINE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N56°51'58"E, 51.32 FEET), SAID LINE BEING THE AFORESAID NORTHEASTERLY BOUNDARY OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 920 AT PAGE 1950; THENCE N68°36'06"W, ALONG SAID NORTHEASTERLY BOUNDARY, 129.32 FEET; THENCE N42°29'19"E, LEAVING SAID LANDS, A DISTANCE OF 64.31 FEET TO THE AFOREMENTIONED BOUNDARY OF SAID GOLF COURSE; THENCE ALONG SAID BOUNDARY THE FOLLOWING COURSES AND DISTANCES: S68°36'06"E, A DISTANCE OF 16.08 FEET; N42°29'19"E, A DISTANCE OF 1523.30 FEET; N79°48'51"E, A DISTANCE OF 137.30 FEET; N87°28'03"E, A DISTANCE OF 185.82 FEET; THENCE DEPARTING SAID BOUNDARY, N02°31'57"W, A DISTANCE OF 30.00 FEET; THENCE N87°28'03"E, A DISTANCE OF 118.39 FEET; THENCE S03°20'06"W, A DISTANCE OF 30.16 FEET; THENCE S80°47'51"E A DISTANCE OF 22.85 FEET; THENCE S16°33'06"E A DISTANCE OF 76.80 FEET TO A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 470.00 FEET AND A CENTRAL ANGLE OF 57°03'10"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 468.01 FEET (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S44°55'20"W, 448.91 FEET); THENCE DEPARTING SAID CURVE NON-TANGENT S73°36'17"E A DISTANCE OF 50.65 FEET; THENCE S18°19'44"W 130.28 FEET TO A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 560.00 FEET AND A CENTRAL ANGLE OF 25°25'06"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 248.43 FEET (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S58°57'43"E, 246.40 FEET); THENCE DEPARTING SAID CURVE NON-TANGENT S43°44'50"W A DISTANCE OF 60.00 FEET TO A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 630.00 FEET AND A CENTRAL ANGLE OF 1°56'22"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 21.33 FEET (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S47°13'21"E, 21.32 FEET); THENCE DEPARTING SAID CURVE NON-TANGENT S26°03'21"W A DISTANCE OF 301.79 FEET TO THE POINT OF CURVE WITH A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 330.00 FEET AND A CENTRAL ANGLE OF 102°58'41"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 593.11 FEET TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S77°32'42"W, 516.44 FEET); THENCE N50°57'58"W A DISTANCE OF 251.71 FEET; THENCE S35°24'56"W A DISTANCE OF 141.54 FEET; THENCE N54°35'04"W A DISTANCE OF 37.08 FEET; THENCE S35°24'56"W A DISTANCE OF 50.00 FEET; THENCE S35°24'56"W A DISTANCE OF 132.62 FEET TO THE POINT OF BEGINNING.

CONTAINING 20.50 ACRES, MORE OR LESS.



VICINITY MAP

SCALE: 1" = 1/2 mile



SHEET INDEX

NOT TO SCALE

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.

DEVELOPER'S ACKNOWLEDGMENT AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT TWISTED OAKS PROPERTIES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FEE SIMPLE OWNER OF THE LAND DESCRIBED AND PLATTED HEREIN, AS FAIRWAYS AT TWISTED OAKS PHASE ONE, BEING IN CITRUS COUNTY, HAS CAUSED SAID LANDS TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND DOES HEREBY DEDICATE AS FOLLOWS: (A) ALL STREETS AND RIGHTS OF WAY SHOWN ON THIS PLAT TOGETHER WITH ALL IMPROVEMENTS THEREON ARE HEREBY DEDICATED TO THE PERPETUAL USE OF THE PUBLIC FOR PROPER PURPOSES RESERVING UNTO THEMSELVES, THEIR HEIRS OR ASSIGNS, THE REVERSION OR REVERSIONS THEREOF WHENEVER DISCONTINUES BY LAW. (B) ALL 5' WIDE UTILITY EASEMENTS, 10' WIDE UTILITY EASEMENTS, 15' WIDE UTILITY EASEMENTS, 30' WIDE UTILITY EASEMENTS AND UTILITY TRACTS SHOWN OR NOTED ARE DEDICATED PRIVATELY TO THE FAIRWAYS AT TWISTED OAKS HOMEOWNERS ASSOCIATION, INC. FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF UTILITIES AND IRRIGATION FACILITIES AND FOR NO USE INCONSISTENT THEREWITH AND ARE FURTHER RESERVED FOR SUCH USES BY UTILITIES (MUNICIPAL AND PRIVATE) INCLUDING ELECTRIC, TELEPHONE, GAS AND CABLE TELEVISION TO WHOM RIGHTS IN SUCH EASEMENTS SHALL BE GRANTED FROM TIME TO TIME BY THE DEDICATOR OR ITS SUCCESSORS IN INTEREST. (C) ALL 5' WIDE DRAINAGE EASEMENTS, 10' WIDE DRAINAGE EASEMENTS, 15' WIDE DRAINAGE EASEMENTS, 30' WIDE DRAINAGE EASEMENTS AND STORMWATER MANAGEMENT TRACTS AS SHOWN OR NOTED ARE DEDICATED PRIVATELY TO THE FAIRWAYS AT TWISTED OAKS HOMEOWNERS ASSOCIATION, INC. FOR THE CONSTRUCTION AND MAINTENANCE OF SUCH FACILITIES. CITRUS COUNTY IS GRANTED THE RIGHT TO DISCHARGE STORMWATER FROM THE PUBLIC ROADS CONSTRUCTED WITHIN THIS SUBDIVISION INTO SAID FACILITIES IN ACCORDANCE WITH THE PERMITTED STORMWATER DESIGN FOR THIS SUBDIVISION. (D) CITRUS COUNTY, FLORIDA AND ROLLING OAKS UTILITIES SHALL HAVE A NON-EXCLUSIVE EASEMENT IN, OVER, UNDER, AND THROUGH, AND THE NON-EXCLUSIVE RIGHT TO USE SAID ROADWAY AND ALL EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF DRAINAGE FACILITIES, UTILITIES, AND PURPOSES INCIDENTAL THERETO, AS WELL AS THE INGRESS AND EGRESS FOR THE PURPOSES OF PROVIDING EMERGENCY, FIRE, MEDICAL, AND SIMILAR SERVICES.

IN WITNESS WHEREOF THE DEDICATOR HAS CAUSED THESE PRESENTS TO BE SIGNED ON THIS 14 DAY OF December 2020

WITNESSES:

SIGNATURE

ANNA LUZ

PRINT NAME

SIGNATURE

Daniel Martin

PRINT NAME

STATE OF Florida
COUNTY OF Broward

TWISTED OAKS PROPERTIES, LLC,
A FLORIDA LIMITED LIABILITY COMPANY
BY: EXECUTIVE REAL ESTATE HOLDINGS, LLC,
A FLORIDA LIMITED LIABILITY COMPANY, ITS MANAGER
BY: S & S FISCHER HOLDINGS, L.P.,
A FLORIDA LIMITED PARTNERSHIP, ITS MANAGER
BY: S&S FISCHER HOLDINGS, LLC,
A FLORIDA LIMITED LIABILITY COMPANY, ITS GENERAL PARTNER

BY: _____
STEVEN P. FISCHER AS MANAGER

✔ THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ✔ PHYSICAL PRESENCE [] ONLINE NOTARIZATION THIS 14 DAY OF December 2020 BY STEVEN P. FISCHER, AS MANAGER OF S&S FISCHER HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AS GENERAL PARTNER OF S & S FISCHER HOLDINGS L.P., A FLORIDA LIMITED PARTNERSHIP, AS MANAGER OF EXECUTIVE REAL ESTATE HOLDINGS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AS MANAGER OF TWISTED OAKS PROPERTIES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ON BEHALF OF THE COMPANIES.

NOTARY: CHECK ONE OF THE FOLLOWING
✔ PERSONALLY KNOWN OR
___ PRODUCED IDENTIFICATION
IDENTIFICATION PRODUCED

NOTARY PUBLIC, STATE OF Florida

Daniel Martin
NOTARY PUBLIC PRINTED NAME
COMMISSION NUMBER GG 961459
COMMISSION EXPIRES 02/28/2024

Daniel Alejandro Martin
Comm.#GG961459
Expires: Feb. 28, 2024
Bonded Thru Aaron Notary

NOTARY SEAL/STAMP

COMMISSIONERS APPROVAL

THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA DOES HEREBY APPROVE THIS PLAT FOR RECORDING IN THE PUBLIC RECORDS AND ACCEPTS THE FOREGOING DEDICATION.

BY: _____
FOR: ANGELA VICK
CLERK OF THE CIRCUIT COURT

BY: _____
SCOTT E. CARNAHAN
CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

SEAL

CLERK'S CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED PLAT CONFORMS WITH THE PROVISIONS OF CHAPTER 177, PART 1 OF THE FLORIDA STATUTES, AND THAT SAID PLAT WAS FILED FOR RECORD IN PLAT BOOK _____ AT PAGES _____ THRU _____ OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA AT _____ AM/PM ON _____, 2021.

FILE NUMBER: _____

BY: _____ DATE: _____
FOR: ANGELA VICK
CLERK OF THE CIRCUIT COURT

COUNTY SURVEYOR'S APPROVAL

I HEREBY CERTIFY THAT I AM A PROFESSIONAL SURVEYOR AND MAPPER EMPLOYED BY CITRUS COUNTY, FLORIDA AND I HAVE REVIEWED THE SURVEY AND PLAT OF FAIRWAYS AT TWISTED OAKS PHASE ONE FOR CONFORMITY TO CHAPTER 177, PART 1 OF THE FLORIDA STATUTES AND I HEREBY CERTIFY THAT SAID SURVEY AND PLAT COMPLY WITH THE REQUIREMENTS OF CHAPTER 177, PART 1 OF THE FLORIDA STATUTES AND CHAPTER 11.035 OF THE CITRUS COUNTY LAND DEVELOPMENT CODE.

BY: _____ DATE: _____
MARK T. THOMAS P.S.M. #5151
STATE OF FLORIDA
CITRUS COUNTY SURVEY SECTION MANAGER

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THIS PLAT OF FAIRWAYS AT TWISTED OAKS PHASE ONE, IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS AS RECENTLY SURVEYED AND PLATTED UNDER MY DIRECTION AND THAT THIS PLAT COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177, PART 1 OF THE FLORIDA STATUTES, AND CHAPTER 11.035 OF THE CITRUS COUNTY LAND DEVELOPMENT CODE, AND THAT THE PERMANENT REFERENCE MONUMENTS ARE IN PLACE. ON THE 18TH DAY OF SEPTEMBER, 2020

_____ DATE: 12/11/20
ANDRUS M. GAUDET P.S.M. #5316
A.M. GAUDET & ASSOCIATES INC. L.B. #7158
PROJECT SURVEYOR

ANDRUS M. GAUDET
CERTIFICATE
No. 5316
STATE OF
FLORIDA
REGISTERED LAND SURVEYOR

SEAL

NOTES:

1. BEARINGS BASED ON THE BEARINGS SHOWN IN WARRANTY DEED DESCRIPTION AS RECORDED IN OFFICIAL RECORDS BOOK 1983, PAGE 0795, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; SPECIFICALLY THE NORTHWESTERLY BOUNDARY BEARING N42°29'19"E AS INDICATED HEREON.
2. THE STORM WATER RUNOFF WILL BE RETAINED IN DRAINAGE RETENTION AREAS IN ACCORDANCE WITH CITRUS COUNTY REGULATIONS.
3. THIS SUBDIVISION WILL BE SERVED BY ROLLING OAKS UTILITY, INC. FOR BOTH WATER AND SEWERAGE SYSTEMS.
4. THE PROPERTY SHOWN HEREON APPEARS TO LIE IN FLOOD ZONE "X", AN AREA OF MINIMAL FLOOD HAZARD, ACCORDING TO THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 12017C0204D, DATED SEPTEMBER 26, 2014, COMMUNITY PANEL NO. 12017C0212D, DATED SEPTEMBER 26, 2014.
5. THE PROJECT AREA IS 20.50 ACRES± IN SIZE, CONTAINING 69 LOTS, 5 TRACTS AND 3600± FEET OF ROADWAY.
6. DRIVEWAY / VEHICLE ACCESS FOR ALL LOTS AND COMMON AREAS SHALL BE PROVIDED BY THIS SUBDIVISIONS INTERNAL STREETS.
7. THIS PROJECT LIES WITHIN THE BEVERLY HILLS DRI, AND IS SUBJECT TO THE REQUIREMENTS FOR SINGLE FAMILY CLUSTER DEVELOPMENT.
8. RECORDING INFORMATION SHOWN HEREON REFERS TO OFFICIAL RECORDS BOOK AND PAGE AS RECORDED IN THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.
9. ALL LOTS SHOWN HEREIN HAVE A MINIMUM LOT WIDTH OF 40.00 FEET AT THE SETBACK LINE.
10. DRAINAGE PARCELS 1 AND 2 SHOWN HEREON ARE RECORDED IN OFFICIAL RECORDS BOOK 2987, PAGES 1754 THRU 1786, PUBLIC RECORDS OF CITRUS COUNTY FLORIDA, ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY AND ARE NOT A PART OF THIS PLAT.
11. TRACT "A" IS FOR THE PURPOSE OF RECREATION/OPEN SPACE.
12. TRACT "B" IS FOR THE PURPOSE OF STORMWATER MANAGEMENT AND RECREATION/OPEN SPACE.
13. TRACT "C" IS FOR THE PURPOSE OF RECREATION/OPEN SPACE.
14. TRACT "D" IS FOR THE PURPOSE OF STORMWATER MANAGEMENT,RECREATION/OPEN SPACE AND LIFT STATION.
15. TRACT "H" IS FOR THE PURPOSE OF SIGNAGE AND LANDSCAPING.
16. HORIZONTAL DATUM SHOWN HEREON BASED ON STATE PLANE COORDINATE SYSTEM, FLORIDA WEST ZONE (902), NORTH AMERICAN DATUM 1983 DERIVED UTILIZING THE FLORIDA DEPARTMENT OF TRANSPORTATION FLORIDA PERMANENT REFERENCE NETWORK AND CHECKED TO NATIONAL GEODETIC SURVEY CONTROL POINT "CITRUS 8" (PID AI7282) WITH PUBLISHED COORDINATES OF NORTH:1675840.01 AND EAST:513298.92, U.S. SURVEY FEET.
17. NO LOT OR TRACT AS SHOWN ON THIS PLAT SHALL BE DIVIDED OR RESUBDIVIDED EXCEPT FOR THE SOLE PURPOSE OF PROVIDING ADDITIONAL AREA TO ADJACENT LOTS OR TRACTS OR UNTIL A REPLAT IS FILED WITH CITRUS COUNTY AND SAID REPLAT COMPLIES WITH THE PROVISIONS OF THE LAND DEVELOPMENT CODE.
18. ALL PERMANENT CONTROL POINTS WILL BE SET WITHIN ONE YEAR OF THE RECORDING OF THIS PLAT, OR PRIOR TO THE EXPIRATION OF SURETY. LOT CORNERS WILL BE SET PRIOR TO THE EXPIRATION OF SURETY.
19. THIS PLAT IS SUPPORTED BY A BOUNDARY SURVEY BY A.M. GAUDET & ASSOCIATES INC. DATED SEPTEMBER 18, 2020 OF THE HEREON DESCRIBED LANDS.
20. COVENANTS, RESTRICTIONS, AND/OR RESERVATIONS AFFECTING THE OWNERSHIP OR USE OF THE PROPERTY SHOWN ON THIS PLAT ARE SET FORTH IN THE INSTRUMENT RECORDED IN OR BOOK _____, PAGE _____, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA.
21. THERE IS A MINIMUM 10' WIDE UTILITY AND DRAINAGE EASEMENT ADJACENT AND PARALLEL TO ALL FRONT LOT LINES AND A MINIMUM 5' WIDE UTILITY AND DRAINAGE EASEMENT ADJACENT AND PARALLEL TO ALL SIDE AND REAR LOT LINES UNLESS A DIFFERENT DIMENSION IS OTHERWISE SPECIFIED HEREON. SHOULD MULTIPLE LOTS BE UTILIZED FOR ONE BUILDING SITE, EASEMENTS ALONG COMMON LOT LINES SHALL BE REMOVED UNLESS EXISTING DRAINAGE OR UTILITIES EXIST THEREIN. ALL TRACTS SHOWN HEREON ARE SUBJECT TO A BLANKET UTILITY AND DRAINAGE EASEMENT.
22. ALL TRACTS SHALL BE PRIVATE AND DEEDED TO THE FAIRWAYS AT TWISTED OAKS HOMEOWNERS ASSOCIATION, INC.
23. LOTS 1, 2, 3, 4, 5, AND 6, BLOCK A, ARE DESIGNATED FOR MODEL CENTER IN ACCORDANCE WITH THE PROVISIONS OF THE BEVERLY HILLS DRI
24. ALL 30 FEET WIDE UTILITY AND DRAINAGE EASEMENTS OR PORTIONS THEREOF SHALL ALSO PROVIDE A BLANKET INGRESS EGRESS EASEMENT AND PROVIDE PAVED ACCESS TO LIFT STATION SITE AS SHOWN ON APPROVED IMPROVEMENT PLANS FOR THIS SUBDIVISION.

ABSTRACTOR'S CERTIFICATE

I HEREBY CERTIFY THAT TWISTED OAKS PROPERTIES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, IS THE OWNER OF RECORD OF THE LANDS HEREBY PLATTED, THAT THERE ARE NO DELINQUENT TAXES ON SAID LANDS, THAT RECORD TITLE TO ALL ACCESS ROADS IS HELD BY CITRUS COUNTY OR THE STATE OF FLORIDA, THAT THERE ARE NO MORTGAGE HOLDERS OF RECORD CONCERNING THIS PROPERTY OTHER THEN AS SHOWN.

BY: _____ DATE: 12/15/20
PRINT NAME: Steven Winesky
FOR: Frank, Winesky & Black, P.L.

APPROVAL OF COUNTY OFFICIALS:

BY _____, COUNTY ENGINEER

BY _____, DIRECTOR OF PUBLIC WORKS

BY _____, DIRECTOR OF ENVIRONMENTAL HEALTH

BY _____, DIRECTOR OF LAND DEVELOPMENT

APPROVED AS TO FORM AND SUBSTANCE

BY _____, COUNTY ATTORNEY
DENISE DYMOND LYN

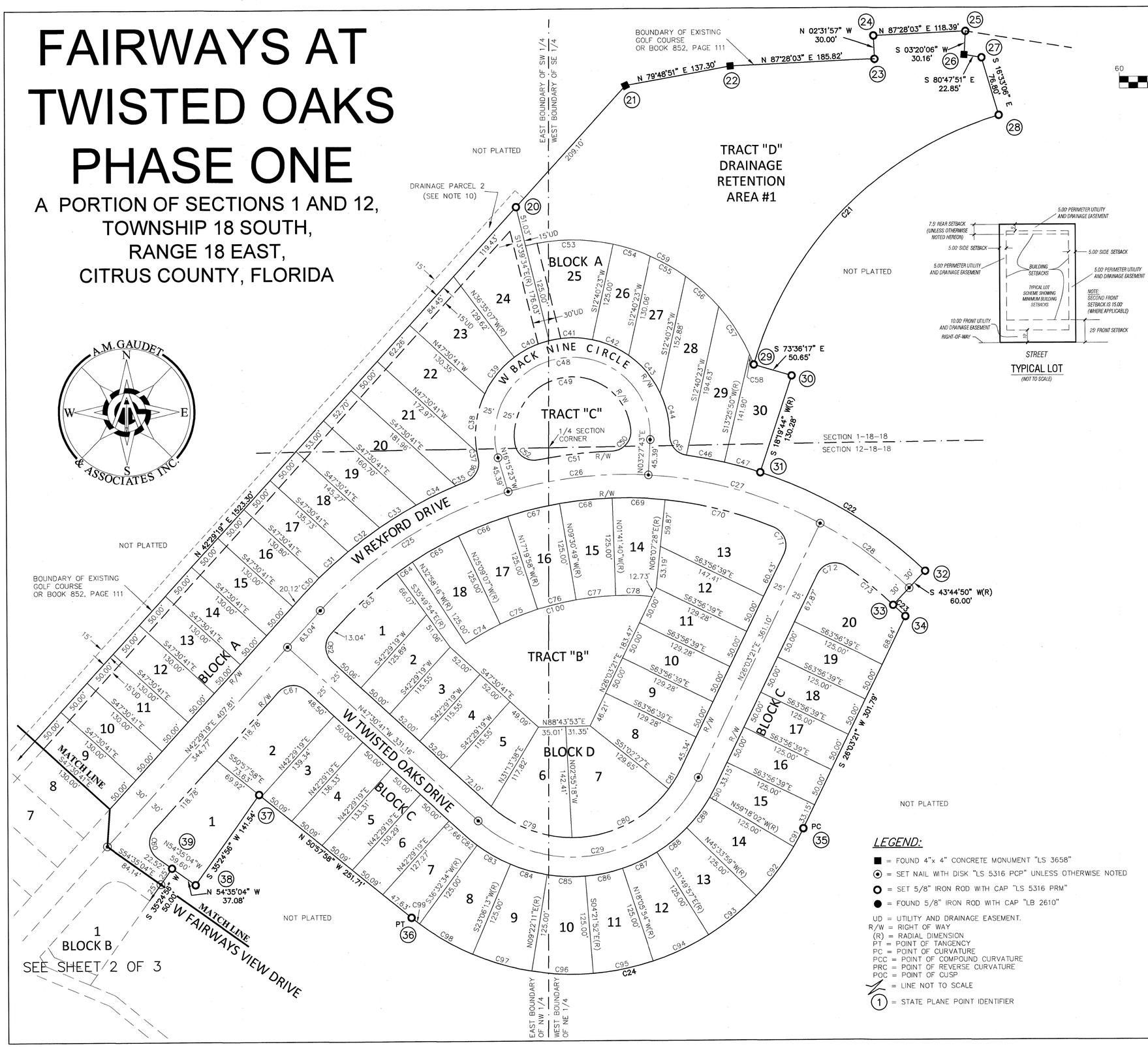
PREPARED BY
A.M. GAUDET & ASSOCIATES INC.
LAND SURVEYING - LAND PLANNING
4709 SE 102nd PLACE, SUITE 3, BELLEVIEW, FLORIDA 34420
PHONE: (352) 245-2708 FAX: (352) 245-2883

PLAT BOOK _____ PAGE _____

Attachment: Twisted Oaks 1st Phase Mylar (12583 : PLT-18-15 Fairways at Twisted Oaks Final Plat)

FAIRWAYS AT TWISTED OAKS PHASE ONE

A PORTION OF SECTIONS 1 AND 12,
TOWNSHIP 18 SOUTH,
RANGE 18 EAST,
CITRUS COUNTY, FLORIDA



CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD BEARING	CHORD
C21	468.01	470.00	57°03'10"	255.47	S44°55'20"W	448.91
C22	248.43	560.00	25°25'06"	126.30	S58°57'43"E	246.40
C23	21.33	630.00	1°56'22"	10.66	S47°13'21"E	21.32
C24	593.11	330.00	102°58'41"	414.70	S77°32'42"W	516.44
C25	289.12	530.00	31°15'19"	148.25	S58°06'58"W	285.55
C26	182.40	530.00	19°43'06"	92.11	S83°36'10"W	181.50
C27	231.37	530.00	25°00'46"	117.56	N74°01'54"W	229.54
C28	141.28	530.00	15°16'21"	71.06	N53°53'21"W	140.86
C29	334.37	180.00	106°25'58"	240.75	N79°16'20"E	288.32
C30	29.90	560.00	3°03'32"	14.95	S44°01'04"W	29.89
C31	50.26	560.00	5°08'32"	25.15	S48°07'06"W	50.24
C32	50.92	560.00	5°12'35"	25.48	S53°17'40"W	50.90
C33	55.22	560.00	5°39'01"	27.63	S58°43'28"W	55.20
C34	56.85	560.00	5°49'00"	28.45	S64°27'28"W	56.83
C35	14.59	560.00	1°29'34"	7.30	S68°06'45"W	14.59
C36	35.89	25.00	82°15'22"	21.83	N27°43'51"E	32.89
C37	8.57	125.00	3°55'34"	4.28	S11°26'03"E	8.56
C38	76.65	125.00	35°07'53"	39.57	S08°05'41"W	75.45
C39	60.55	125.00	27°45'16"	30.88	S39°32'15"W	59.96
C40	50.02	125.00	22°55'33"	25.35	S64°52'39"W	49.68
C41	56.02	125.00	25°40'37"	28.49	S89°10'44"W	55.55
C42	51.31	125.00	23°31'13"	26.02	N66°13'21"W	50.95
C43	63.67	125.00	29°11'10"	32.54	N39°52'09"W	62.99
C44	56.46	125.00	25°52'44"	28.72	N12°20'12"W	55.98
C45	35.89	25.00	82°15'22"	21.83	S40°31'31"E	32.89
C46	49.69	560.00	5°05'02"	24.86	N79°06'41"W	49.67
C47	47.88	560.00	4°53'55"	23.95	N74°07'13"W	47.86
C48	348.57	100.00	199°43'06"	575.39	S83°36'10"W	197.05
C49	239.09	75.00	182°39'13"	3238.29	S83°36'10"W	149.96
C50	40.83	25.00	93°34'30"	26.61	N41°43'01"E	36.44
C51	95.82	560.00	9°48'13"	48.03	S83°36'10"W	95.70
C52	40.83	25.00	93°34'30"	26.61	S54°30'41"E	36.44
C53	113.47	250.00	26°00'17"	57.73	S89°20'34"W	112.50
C54	50.31	250.00	11°31'49"	25.24	N71°53'23"W	50.23
C55	52.44	250.00	12°01'06"	26.32	N60°06'55"W	52.34
C56	57.77	250.00	13°14'25"	29.01	N47°29'09"W	57.64
C57	72.89	250.00	16°42'16"	36.70	N32°30'49"W	72.63
C58	14.24	250.00	3°15'52"	7.12	N22°31'44"W	14.24
C59	361.12	250.00	82°45'46"	220.26	N62°16'41"W	330.53
C60	42.36	25.00	97°04'23"	28.29	S06°02'53"E	37.47
C61	39.27	25.00	90°00'00"	25.00	S87°29'19"W	35.36
C62	39.27	25.00	90°00'00"	25.00	S02°30'41"E	35.36
C63	101.93	500.00	11°40'48"	51.14	S48°19'42"W	101.75
C64	24.96	500.00	2°51'38"	12.48	S55°35'55"W	24.96
C65	68.24	500.00	7°49'09"	34.17	S60°56'19"W	68.18
C66	68.24	500.00	7°49'09"	34.17	S68°45'28"W	68.18
C67	68.24	500.00	7°49'09"	34.17	S76°34'37"W	68.18
C68	68.24	500.00	7°49'09"	34.17	S84°23'46"W	68.18
C69	68.23	500.00	7°49'08"	34.17	N87°47'06"W	68.18
C70	144.83	500.00	16°35'48"	72.93	N75°34'39"W	144.33
C71	40.73	25.00	93°20'06"	26.50	N20°36'42"W	36.37
C72	43.09	25.00	98°45'48"	29.15	S75°26'15"W	37.95
C73	77.91	500.00	8°55'41"	39.04	N50°43'00"W	77.83
C74	51.18	375.00	7°49'09"	25.63	S60°56'19"W	51.14
C75	51.18	375.00	7°49'09"	25.63	S68°45'28"W	51.14
C76	51.18	375.00	7°49'09"	25.63	S76°34'37"W	51.14
C77	51.18	375.00	7°49'09"	25.63	S84°23'46"W	51.14
C78	46.83	375.00	7°09'20"	23.45	N88°07'00"W	46.80
C79	113.59	155.00	41°59'16"	59.48	S68°30'19"E	111.06
C80	144.33	155.00	53°21'11"	77.88	N63°49'28"E	139.18
C81	30.01	155.00	11°05'31"	15.05	N31°36'07"E	29.96
C82	19.78	205.00	5°31'44"	9.90	S50°16'33"E	19.77
C83	49.58	205.00	13°51'22"	24.91	S59°58'06"E	49.46
C84	49.14	205.00	13°44'02"	24.69	S73°45'48"E	49.02
C85	49.14	205.00	13°44'02"	24.69	S87°29'51"E	49.02
C86	49.14	205.00	13°44'02"	24.69	N78°46'07"E	49.02
C87	49.14	205.00	13°44'02"	24.69	N65°02'05"E	49.02
C88	49.14	205.00	13°44'02"	24.69	N51°18'02"E	49.02
C89	49.14	205.00	13°44'02"	24.69	N37°34'00"E	49.02
C90	16.61	205.00	4°38'37"	8.31	N28°22'40"E	16.61
C91	26.75	330.00	4°38'37"	13.38	N28°22'40"E	26.74
C92	79.10	330.00	13°44'02"	39.74	N37°34'00"E	78.91
C93	79.10	330.00	13°44'02"	39.74	N51°18'02"E	78.91
C94	79.10	330.00	13°44'02"	39.74	N65°02'05"E	78.91
C95	79.10	330.00	13°44'02"	39.74	N78°46'07"E	78.91
C96	79.10	330.00	13°44'02"	39.74	S87°29'51"E	78.91
C97	79.10	330.00	13°44'02"	39.74	S73°45'48"E	78.91
C98	78.90	330.00	13°41'54"	39.64	S60°02'50"E	78.71
C99	12.86	330.00	2°13'55"	6.43	S52°04'56"E	12.85
C100	251.54	375.00	38°25'56"	130.71	S76°14'42"W	246.85

LEGEND:

- ■ = FOUND 4"x 4" CONCRETE MONUMENT "LS 3658"
- ⊙ = SET NAIL WITH DISK "LS 5316 PCP" UNLESS OTHERWISE NOTED
- O = SET 5/8" IRON ROD WITH CAP "LS 5316 PRM"
- ● = FOUND 5/8" IRON ROD WITH CAP "LB 2610"

UD = UTILITY AND DRAINAGE EASEMENT.
R/W = RIGHT OF WAY
(R) = RADIAL DIMENSION
PT = POINT OF TANGENCY
PC = POINT OF CURVATURE
PCC = POINT OF COMPOUND CURVATURE
PRC = POINT OF REVERSE CURVATURE
POC = POINT OF CUSP
= LINE NOT TO SCALE
(1) = STATE PLANE POINT IDENTIFIER

PREPARED BY
A.M. GAUDET & ASSOCIATES INC.
LAND SURVEYING – LAND PLANNING
4709 SE 102nd PLACE, SUITE 3, BELLEVIEW, FLORIDA 34420
PHONE: (352) 245-2708 FAX: (352) 245-2883

PLAT BOOK _____ PAGE _____

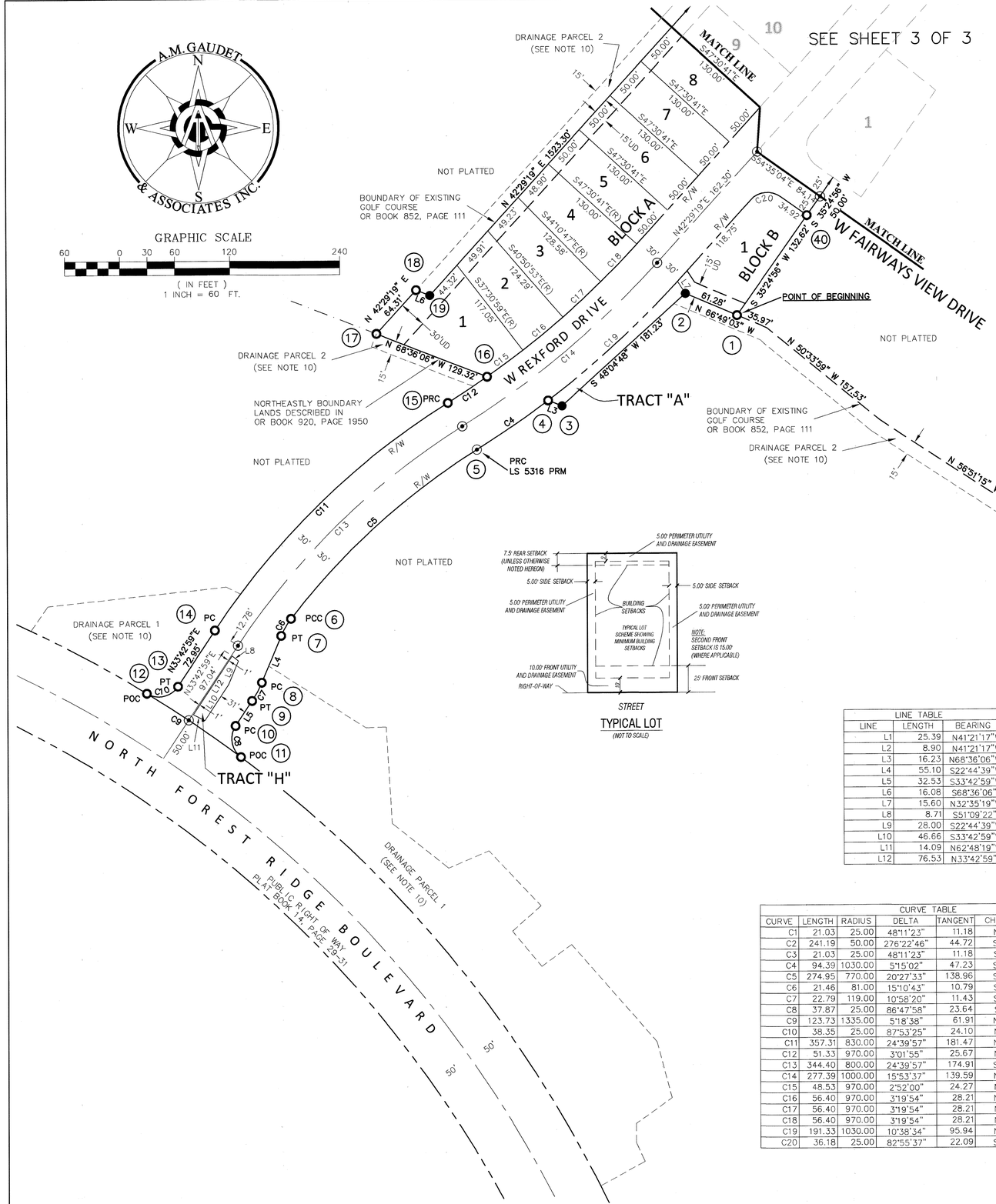
Attachment: Twisted Oaks 1st Phase Mylar (12583 : PLT-18-15 Fairways at Twisted Oaks Final Plat)

FAIRWAYS AT TWISTED OAKS PHASE ONE

A PORTION OF SECTIONS 1 AND 12, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA

A.M. GAUDET & ASSOCIATES INC.

GRAPHIC SCALE
60 0 30 60 120 240
(IN FEET)
1 INCH = 60 FT.



TYPICAL LOT
(NOT TO SCALE)

POINT OF COMMENCEMENT
MOST WESTERLY CORNER OF LOT 1 BLOCK 12, LAUREL RIDGE NUMBER TWO, PLAT BOOK 15, PAGE 113

LEGEND:

- ■ = FOUND 4"x 4" CONCRETE MONUMENT "LS 3658"
- ⊙ = SET NAIL WITH DISK "LS 5316 PCP" UNLESS OTHERWISE NOTED
- ○ = SET 5/8" IRON ROD WITH CAP "LS 5316 PRM"
- ● = FOUND 5/8" IRON ROD WITH CAP "LB 2610"

UD = UTILITY AND DRAINAGE EASEMENT.
R/W = RIGHT OF WAY
(R) = RADIAL DIMENSION
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PCC = POINT OF COMPOUND CURVATURE
PRC = POINT OF REVERSE CURVATURE
POC = POINT OF CUSP
= LINE NOT TO SCALE
(1) = STATE PLANE POINT IDENTIFIER

LINE TABLE		
LINE	LENGTH	BEARING
L1	25.39	N41°21'17"W
L2	8.90	N41°21'17"W
L3	16.23	N68°36'06"W
L4	55.10	S22°44'39"W
L5	32.53	S33°42'59"W
L6	16.08	S68°36'06"E
L7	15.60	N32°35'19"W
L8	8.71	S51°09'22"E
L9	28.00	S22°44'39"W
L10	46.66	S33°42'59"W
L11	14.09	N62°48'19"W
L12	76.53	N33°42'59"E

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD BEARING	CHORD
C1	21.03	25.00	48°11'23"	11.18	N17°15'36"W	20.41
C2	241.19	50.00	276°22'46"	44.72	S48°38'43"W	66.67
C3	21.03	25.00	48°11'23"	11.18	S65°26'59"E	20.41
C4	94.39	1030.00	5°15'02"	47.23	S55°45'24"W	94.36
C5	274.95	770.00	20°27'33"	138.96	S48°09'09"W	273.49
C6	21.46	81.00	15°10'43"	10.79	S30°20'01"W	21.40
C7	22.79	119.00	10°58'20"	11.43	S28°13'49"W	22.75
C8	37.87	25.00	86°47'58"	23.64	S09°41'00"E	34.35
C9	123.73	1335.00	5°18'38"	61.91	N55°44'18"W	123.69
C10	38.35	25.00	87°53'25"	24.10	N77°39'41"E	34.70
C11	357.31	830.00	24°39'57"	181.47	N46°02'57"E	354.56
C12	51.33	970.00	3°01'55"	25.67	N56°51'58"E	51.32
C13	344.40	800.00	24°39'57"	174.91	S46°02'57"W	341.75
C14	277.39	1000.00	15°53'37"	139.59	N50°26'07"E	276.51
C15	48.53	970.00	2°52'00"	24.27	N53°55'01"E	48.52
C16	56.40	970.00	3°19'54"	28.21	N50°49'04"E	56.40
C17	56.40	970.00	3°19'54"	28.21	N47°29'10"E	56.40
C18	56.40	970.00	3°19'54"	28.21	N44°09'16"E	56.40
C19	191.33	1030.00	10°38'34"	95.94	N47°48'36"E	191.05
C20	36.18	25.00	82°55'37"	22.09	S83°57'07"W	33.11

STATE PLANE COORDINATES			
POINT	NORTHING	EASTING	DESCRIPTION
1	1672714.10	513841.39	PRM
2	1672738.20	513785.04	PRM
3	1672617.05	513650.26	PRM
4	1672622.96	513635.16	PRM
5	1672569.82	513557.19	PRM
6	1672387.25	513353.56	PRM
7	1672368.78	513342.77	PRM
8	1672317.95	513321.49	PRM
9	1672297.90	513310.74	PRM
10	1672270.83	513292.70	PRM
11	1672236.97	513298.50	PRM
12	1672306.55	513196.24	PRM
13	1672313.98	513230.13	PRM
14	1672374.68	513270.59	PRM
15	1672620.89	513525.71	PRM
16	1672648.97	513568.66	PRM
17	1672696.09	513448.23	PRM
18	1672743.53	513491.64	PRM
19	1672737.67	513506.61	PRM
20	1673707.23	514393.72	PRM
21	1673861.50	514534.86	PRM
22	1673885.85	514669.98	PRM
23	1673894.16	514855.61	PRM
24	1673924.13	514854.27	PRM
25	1673929.43	514972.54	PRM
26	1673899.32	514970.80	PRM
27	1673895.68	514993.35	PRM
28	1673822.08	515015.27	PRM
29	1673504.06	514698.46	PRM
30	1673489.79	514747.06	PRM
31	1673366.11	514706.16	PRM
32	1673239.18	514917.34	PRM
33	1673195.81	514875.88	PRM
34	1673181.34	514891.54	PRM
35	1672910.16	514759.13	PRM
36	1672798.50	514254.92	PRM
37	1672956.91	514059.32	PRM
38	1672841.52	513977.36	PRM
39	1672862.99	513947.13	PRM
40	1672822.23	513918.18	PRM

PREPARED BY
A.M. GAUDET & ASSOCIATES INC.
LAND SURVEYING – LAND PLANNING
4709 SE 102nd PLACE, SUITE 3, BELLEVIEW, FLORIDA 34420
PHONE: (352) 245-2708 FAX: (352) 245-2883

PLAT BOOK _____ PAGE _____

Attachment: Twisted Oaks 1st Phase Mylar (12583 : PLT-18-15 Fairways at Twisted Oaks Final Plat)

This Instrument Prepared By:
Twisted Oaks Properties, LLC
2500 Weston Road, Suite 311
Weston, FL 33331

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE FAIRWAYS AT TWISTED OAKS HOMEOWNERS' ASSOCIATION, INC.

This Declaration of Covenants, Conditions and Restrictions is hereby made this 07 day of December 2020 by Twisted Oaks Properties, LLC, a Florida limited liability company, (the "Declarant") whose mailing address is 2500 Weston Road 311, Weston, Florida 33331.

WITNESSETH:

Declarant is the record title owner in fee simple of the Property described in **Exhibit "A"** attached hereto and made a part hereof (the "Property"); and

Declarant hereby desires to subject The Fairway s at Twisted Oaks to the covenants, conditions and restrictions contained in this Declaration.

Twisted Oaks Properties, LLC, for purposes of this Declaration will be the Declarant; and

Declarant intends to develop the Property as a residential community and sell Lots to Builders who intend, but are not required, to construct single family homes upon the Property as a residential community, provided that in any event such construction will be subject to the covenants, conditions, restrictions, reservations, easements, liens and charges hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the protective covenants, conditions, restrictions, reservations, easements, liens and charges as hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and plan of development for the same. Said covenants, conditions, restrictions, reservations, easements, liens and charges shall run with the Property, and shall be binding upon all parties having and/or acquiring any right, title or interest in said Property or any portion thereof, and shall inure to the benefit of each and every person or party, from time to time, owning or holding an interest in said Property.

ARTICLE I

DEFINITIONS

The following words and terms when used in this Declaration or any Supplemental Declaration hereto or any amendment thereto (unless the context shall clearly indicate otherwise) shall have the following meanings:

Section 1. "Articles" mean and refer to the Articles of Incorporation of The Fairways at Twisted Oaks Homeowners' Association, Inc., a not-for-profit Florida corporation, attached hereto as

Attachment: Declaration of Covenants (12583 : PLT-18-15 Fairways at Twisted Oaks Final Plat)

Exhibit "B", and all exhibits which are attached thereto and made a part thereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms thereof.

Section 2. "ARB" means Architectural Review Board.

Section 3. "Association" means The Fairways at Twisted Oaks Homeowners' Association, Inc., a not-for-profit Florida corporation, its successors and assigns.

Section 4. "Builder" means any entity that purchases more than one Lot from the Declarant or other third party for the purpose of constructing Homes on such Lots for sale to third party purchasers, which shall specifically include Adams Homes of Northwest Florida, Inc., D.R. Horton, Inc. and Reed Homes, LLC.

Section 5. "Bylaws" mean the Bylaws of The Fairways at Twisted Oaks Homeowners' Association, Inc., attached hereto as **Exhibit "C"** and all exhibits attached thereto and made a part thereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms thereof.

Section 6. "Common Area" is the Property owned by or dedicated to the Association for the common use and enjoyment of the Members and all improvements constructed thereon and such other property as determined by Declarant, in its sole and absolute discretion, which may include entrance features, street lighting, signage, mail kiosks, landscape buffers, the Surface Water Management System, recreation or amenity areas and open space, which are owned by or dedicated to the Association.

Section 7. "Community" or "The Fairways at Twisted Oaks" means the community planned for development upon the Property described in Exhibit "A" or any Property annexed as provided herein; the said being within the County, in the State of Florida.

Section 8. "County" shall mean Citrus County, Florida.

Section 9. "Declarant" means Twisted Oaks Properties, LLC. or any successor of Declarant who may be assigned all or a part of the rights and obligations of Declarant pursuant to a written assignment executed by Declarant and recorded among the Public Records of Citrus County, in the State of Florida. If Declarant assigns only a portion of its rights and obligations as Declarant hereunder to an assignee, then the term Declarant as used in this Declaration shall mean such assignee only when necessary to give such assignee the rights and obligations of Declarant hereunder which were assigned to such assignee to the same extent as if such assignee had been the original Declarant, and said assignee shall not have any of the rights and obligations of Declarant hereunder which were not specifically assigned to such assignee. Twisted Oaks Properties, LLC shall remain the Declarant for the purposes of this Declaration even if a partial assignment of its rights have otherwise been assigned to another party.

Section 10. "Declaration" means this instrument, together with the exhibits attached hereto and made a part hereof, and shall include such amendments and Supplemental Declarations, if any, as may be adopted from time to time pursuant to the terms hereof.

Section 11. "Development Period" means the period of time from the recording of this Declaration until the Declarant, or its successors or assigns, has sold the last Lot within the Property or any Property annexed to the Property and becoming a part of the Property as provided herein to a third party purchasers other than Builders.

Attachment: Declaration of Covenants (12583 : PLT-18-15 Fairways at Twisted Oaks Final Plat)

Section 12. "Governing Documents" means the Declaration, Articles, Bylaws, Rules and other documents governing the administration and operation of the Community.

Section 13. "Home" is a single family dwelling constructed upon and including a Lot.

Section 14. "Institutional First Mortgage" is a mortgage executed in favor of an Institutional First Mortgagee, which mortgage is a first and prior mortgage encumbering a Home.

Section 15. "Institutional First Mortgagee" is a bank, federal savings bank, and loan association, any insurance company, pension fund, real estate trust, Federal National Mortgage Association or its assigns, Federal Home Loan Mortgage Company or its assigns, or any other party engaged in the business of mortgage financing, which owns or holds a first and prior mortgage encumbering a Home, and shall include any corporate subsidiary of such entity.

Section 16. "Lot" is a designated lot within the Property described on the Plat or any Property annexed thereto and becoming a part of the Property conveyed or to be conveyed to an Owner upon which there has been constructed or will be constructed a Home.

Section 17. "Member" is every person or entity who is a Member in the Association in accordance with Article IV, Section 1.

Section 18. "Owner" is the record Owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those parties having such interest merely as security for the performance of any obligation.

Section 19. "Plat" is the Plat of the Property to be platted as Fairways at Twisted Oaks, and recorded in Plat Book _____, Page ___ of the Public Records of Citrus County, State of Florida, as the same may be amended from time to time. The term Plat shall also include any additional plats of property subsequently added to the terms of this Declaration by a Supplemental Declaration.

Section 20. "Permit" shall mean Environmental Resource Permit or other permits issued for Surface Water Management Systems (hereinafter defined) by the WMD (hereinafter defined).

Section 21. "Property" is the Property described in **Exhibit "A"** and such additions thereto as may hereafter be brought within the jurisdiction of the Association and subject to the terms of this Declaration.

Section 22. "Rules" are collectively the rules and regulations which the Board of Directors of the Association may promulgate or impose and thereafter modify, alter, amend, rescind and augment any of the same with respect to the use, operation, and enjoyment of the Property and any improvements located thereon.

Section 23. "Supplemental Declaration" shall mean and refer to an instrument filed in the Public Records of Citrus County pursuant to Article II, Section 3 which subjects additional property to this Declaration, creates additional classes of members, and/or imposes, expressly or by reference, additional restrictions and obligations on the land described in such instrument. The Declarant may, by Supplemental Declaration, create additional classes of membership with such rights, privileges and obligations as may be specified in such Supplemental Declaration in recognition of the different character and intended use of the Property subject to such Supplemental Declaration.

Attachment: Declaration of Covenants (12583 : PLT-18-15 Fairways at Twisted Oaks Final Plat)

Section 24. "Surface Water Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to section 62-330, F.A.C. The Surface Water Management System facilities are located on land that is owned by or dedicated to the Association, or located on land that is subject to an easement in favor of the Association and its successors.

Section 25. "WMD" shall mean and refer to the Southwest Florida Water Management District.

The foregoing definitions shall be applicable to this Declaration and to any Supplemental Declaration hereto or any amendment to this Declaration, unless otherwise expressly provided herein or therein.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Legal Description. The real Property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the County, and is the Property described in **Exhibit "A"**, and such additions as may hereafter be brought within the jurisdiction of the Association and subject to the terms of this Declaration, less the portions thereof dedicated and/or conveyed to other entities.

Section 1. Application of Declaration. The Property shall be held, transferred, sold, conveyed and occupied subject to the terms and conditions of this Declaration, and any and all supplements and lawful amendments hereto. By receipt of delivery of a deed to any of the Property or other instrument evidencing ownership, whether or not it shall be so expressed in any such deed or other conveyance or adjudication, each Owner hereby agrees to abide by and accept title to such portion of the Property and all terms and provisions of this Declaration. The filing of this Declaration and subjecting the Property to the covenants, conditions, restrictions, reservations, easements, liens and charges contained herein shall not be construed in any way as inhibiting or prohibiting the Declarant from conveying the Lots or improvements within the Property to third parties free and clear of any covenants, conditions, restrictions, reservations, easements, liens and charges, except for those specifically provided for in this Declaration. Lots so conveyed by the Declarant to third parties shall be used and held by said third parties in accordance with this Declaration.

Section 2. Additional Property. Additional property may become subject to this Declaration or be withdrawn from the terms of this Declaration in the following manner:

(a) Annexation Without Approval of Class "A" Membership. As the Owner thereof, or if not the Owner, with the consent of the Owner thereof, Declarant shall have the unilateral right, privilege and option, from time to time at any time to annex, subject to the provisions of this Declaration and the jurisdiction of the Association, all or any portion of the real Property described in a Supplemental Declaration. Such Supplemental Declaration shall not require the consent of the Members or Institutional Mortgagees. Any such annexation shall be effective upon the filing of record of such Supplemental Declaration unless otherwise provided therein. Declarant shall have the unilateral right to transfer to any other person said right, privilege, and option to annex additional property which is herein reserved to

Attachment: Declaration of Covenants (12583 : PLT-18-15 Fairways at Twisted Oaks Final Plat)

Declarant, provided that such transfer or assignment is memorialized in a written, recorded instrument executed by Declarant.

(b) Annexation With Approval of Class "A" Membership. Subject to the consent of the Owner thereof, after the expiration of the Class B membership the Association may annex additional real property to the provisions of this Declaration and the jurisdiction of the Association. Such annexation shall require the affirmative vote of not less than sixty-seven (67%) percent of the Class "A" Members of the Association. Annexation shall be accomplished by filing of record in the public records of the County, a Supplemental Declaration describing the property being annexed. Any such Supplemental Declaration shall be signed by an authorized officer of the Association, and by the Owner of the Property being annexed, and any such annexation shall be effective upon filing unless otherwise provided therein. The relevant provisions of the Bylaws dealing with regular or special meetings, as the case may be, shall apply to determine the time required for and the proper form of notice of any meeting called for the purpose of considering annexation of property pursuant to this Section and to ascertain the presence of a quorum at such meeting.

(c) Acquisition of Additional Common Area. Declarant may convey to the Association additional real property, or any interest therein, improved or unimproved, deemed to be beneficial to the Association and upon conveyance or dedication to the Association the same shall be accepted by the Association and thereafter shall be maintained by the Association at its expense as a Common Area for the benefit of all of its Members. Annexation of future development phases of the Community, if annexed herein, may result in additional Common Areas being owned and maintained by the Association and conveyance of Common Areas therein shall not require the consent of any other Owner.

(d) Withdrawal of Property. Declarant shall be entitled to withdraw portions of the Property owned by Declarant from the terms and conditions of this Declaration, subject to the terms and conditions of this Section. For purposes of this Declaration, the portion of the Property withdrawn from the terms hereof shall be referred to as the "Withdrawn Property." In order to withdraw such portion of the Property from the terms of this Declaration, Declarant shall record in the Public Records of the County an instrument executed with the formalities of a Deed, which instrument shall make reference to this Declaration, state that the purpose of the instrument is to withdraw the Withdrawn Property from the terms and conditions of this Declaration, and contain a legal description of the Withdrawn Property. Declarant shall have the right to withdraw portions of the Property from the terms and conditions of this Declaration without the joinder, ratification or approval of the Association, any Owner, or any lienholder, provided that Declarant is the fee simple Owner of the Withdrawn Property, and provided that the withdrawal of the Withdrawn Property shall not result in (i) the reduction of the number of Lots within the Community; (ii) the material reduction of the size of the Lots, Common Areas or Common Area facilities, or (iii) a material change to the scheme of development of the Community. Upon the withdrawal of the Withdrawn Property from the terms and conditions of this Declaration, the Withdrawn Property shall no longer be subject to the terms of this Declaration, including all exhibits hereto, or any other covenants, restrictions and/or regulations provided herein or adopted hereunder, except for those easements, rights-of-way, or other portions hereof which, by their terms, specifically survive the termination of this Declaration, which shall include the withdrawal of such lands from the terms and conditions of this Declaration.

(e) Amendment. This Article II, Section 2 shall not be amended without the prior written consent of Declarant, during the Development Period or so long as the Declarant or Builders holds Lots or Homes for sale in the ordinary course of business.

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ARTICLE III

MEMBERSHIP

Section 1. Membership. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot, including a Builder, which is subject to the covenants, conditions, restrictions, reservations, easements, liens and charges, of this Declaration, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership for each Lot owned. Membership shall be appurtenant to a Lot and may not be separated from ownership of the Lot. Ownership of a Lot shall be the sole qualification for membership. The Owner of record of each Lot shall be subject to assessment by the Association, as hereinafter provided, and shall be subject to enforcement by the Association in accordance with the terms and provisions of this Declaration.

ARTICLE IV

VOTING RIGHTS

The Association shall have two (2) classes of voting membership:

Class A. Class A Members shall be those Owners defined in Article III with the exception of the Declarant until the expiration of the Class B membership when the Class B memberships convert to Class A memberships. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership by Article III. When more than one (1) person or entity holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. Declarant shall be the Class B Member. The Class B Member shall be entitled to three (3) votes for each Lot owned by a Class A Member. Notwithstanding the foregoing, the Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier, unless otherwise required by Florida law:

(a) Three (3) months after ninety (90%) percent of the Lots have been conveyed to third-party purchasers (**other than Builders**) or

(b) Thirty (30) days after Declarant elects to terminate the Class B membership by delivery to the Secretary of the Association of a certificate in recordable form, signed by Declarant and stating that Declarant elects to terminate the Class B Membership; or

(c) As required by Florida law.

Notwithstanding the foregoing, Declarant shall be entitled to appoint at least one (1) member of the Board of Directors of the Association as long as Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots within the Property. After Declarant relinquishes control of the Association, Declarant may exercise the right to vote any Declarant owned voting interest in the same manner as any other Member, except for purposes of reacquiring control of the Association or selecting the majority of the Members of the Board of Directors.

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Upon the conversion of the Class B membership to Class A membership, the Declarant shall be entitled to one vote for each Lot they own in the same manner as all other Class A Members.

ARTICLE V

PROPERTY RIGHTS

Section 1. Community Common Area. The Association shall have Common Area that may include open space, Surface Water Management Systems, landscape buffers, mail kiosks and their related parking and signage, and the following provisions shall apply to any of the foregoing and any other real property Common Areas now or hereinafter owned by, dedicated to or for the benefit of the Association.

Section 2. Membership Easements of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the non-exclusive use of the Common Area, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association, in accordance with its Articles of Incorporation and Bylaws, to borrow money for the purpose of improving the Common Area, and in aid thereof, to mortgage said Common Area, provided, the rights of such mortgagee in said Common Area shall be subordinate to the rights of the Owners hereunder. The right to mortgage the Common Area provided herein shall not become effective until a Home has been constructed upon each Lot within the Property and each Lot has been conveyed from the Declarant to a purchaser. No such rights to mortgage shall be effective unless approved by an affirmative vote of two-thirds of the Members other than the Declarant at a duly noticed meeting for the purpose of approving such mortgage.

(b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes, and subject such Common Area to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless approved by an affirmative vote of two-thirds of the Members at a duly noticed meeting and the vote of the Class B membership, if any, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every Member not less than thirty (30) days nor more than sixty (60) days in advance of the duly called meeting at which the vote on such dedication or transfer is held;

(c) The right of the Declarant or the Association to establish, from time to time, certain easements over the Common Area for utilities, broadband communications, cable television and other common services purposes;

(d) The right of the Association to charge reasonable fees for the use of designated facilities (if any) on the Common Area and to temporarily close facilities for repair or maintenance;

(e) Existing easements and agreements of record and those easements granted by the Declarant or the Association in accordance herewith and as reflected on the Plat;

(f) Easements referred to in Article X hereof;

(g) The right to the use and enjoyment of the Common Area and facilities thereon, once construction has been completed, shall extend to all Members and their family, tenants, contract purchasers and invited guests, provided there is delegation of the right of enjoyment in accordance with the Bylaws and subject to regulation from time to time by the Association in its Rules;

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(h) Access to certain Common Area within the Property may not be obtained from an Owner's or Member's Lot or other Common Area or publicly dedicated streets or properties. Thus, to obtain access to certain Common Area for which access cannot be obtained from the Owner's or Member's Lot, other Common Area or publicly dedicated streets or properties, the Owner or Member shall need to obtain the permission of an Owner whose Lot is contiguous to said Common Area. The fact that a Member or Owner shall not have access to certain Common Area from his or her Lot, Common Area or publicly dedicated streets or properties does not allow an Owner to avoid liability for Assessments provided for in Article VI of this Declaration; and

(i) The other provisions of this Declaration, the Articles and Bylaws, as the same may be amended from time to time.

Section 3. Common Area.

(a) Ownership. The Declarant hereby represents that the fee simple title to the Common Area has been or will be conveyed to the Association and the Association shall maintain the Common Area from and after the recording of this Declaration. In addition, any easement granted in favor of the Association shall be maintained by the Association in accordance with the terms of any such grant or dedication as if such easements were Common Areas; provided, however, the use and enjoyment of such easements shall be limited to the purpose for which they were intended. The Association shall be obligated to accept conveyance of any Common Areas or grants of easements from the Declarant or third parties as deemed necessary or advisable by Declarant. The Association shall have the right to promulgate rules and regulations for the use of Common Areas and such restrictions shall be enforceable against all Owners and their guests, tenants and invitees.

(b) Maintenance. The Association shall be responsible for the maintenance of the Common Areas in a continuous and satisfactory manner in good order, condition, and repair. In addition, the Association shall replace as scheduled any and all improvements situated on the Common Areas (upon completion of construction), including, but not limited to, all landscaping, paving, street lighting fixtures, signs, common irrigation systems, drainage facilities, amenities and other structures, including entry features, perimeter fences, gates or signage installed by the Declarant or the Association, but excluding any public utilities and municipal or County improvements, facilities and rights of way. The Association shall be authorized, but not required, to provide other services, such as providing emergency repairs and perform other work on Lots reasonably necessary for the proper maintenance and operation of the Community and shall have easement rights necessary to perform same. All work pursuant to this Section and all expenses hereunder shall be paid for by the Association through Assessments as provided in this Declaration; provided, however, that the cost of any maintenance, repair or replacement caused by the negligent conduct of an Owner or its guest, tenants or other invitees or by the failure of an Owner to comply with the lawfully adopted rules and regulations of the Association shall be levied as an Individual Assessment against such Owner individually. No Owner may waive or otherwise escape liability for the Assessments for such maintenance by non-use of the Common Areas or abandonment of his right to use the Common Areas.

(c) Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable Rules and Regulations governing the Common Areas, which Rules and Regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines levied in accordance with the Declaration and applicable law and suspension of the right to vote. The Board of Directors shall, in addition, have the power to seek relief in any court for

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violations or to abate nuisances. Imposition of sanctions shall be as provided herein and in the Bylaws of the Association.

(d) Association's Obligation to Indemnify. Association and Owners each covenant and agree jointly and severally to indemnify, defend and hold harmless Declarant and Builders and their officers, directors, shareholders, and any related persons or corporations and their employees from and against any and all claims, suits, actions, causes of action or damages arising from any personal injury, loss of life, or damage to property, sustained on or about the Common Areas or other property serving Association, and improvements thereon, or resulting from or arising out of activities or operations of the Association or Owners, and from and against all costs, expenses, court costs, attorneys' fees and paraprofessional fees (including, but not limited to, all trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred or arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders judgments or decrees which may be entered relating thereto. The costs and expense of fulfilling this covenant of indemnification shall be operating expenses of the Association to the extent such matters are not covered by insurance maintained by the Association.

Section 4. Declarant's Reserved Rights. Notwithstanding any provision herein to the contrary, the property rights under this Article V shall be subject to:

(a) The right of Declarant to execute all documents and take such actions and do such acts affecting the Property or the Common Area which, in the Declarant's sole discretion, are desirable or necessary to facilitate the Declarant's or any Builder's development, construction, sales and marketing of the Property. However, nothing contained herein shall authorize Declarant or any Builder to take any action that will diminish the rights of any lienholder or the holder of any mortgage on any Lot or on the Common Area; take any action that will affect title to any of the Lots after conveyance to third parties; or unilaterally change the Declaration, Articles, Bylaws and Rules in violation of Chapter 720, Florida Statutes, after the Class B membership has terminated.

(b) Easements of record on the date hereof and any easements which may hereafter be granted by Declarant to any public or private utilities or governmental bodies for the installation and maintenance of cable television, electrical and telephone conduit and lines, sewers or water pipes, or any other utilities or services to any Lots within the Property or any portion of the Common Area or such easements as Declarant may determine are necessary or beneficial for the maintenance or preservation of the Property.

(c) The Declarant and Builders shall have full rights of ingress and egress to and through, and over and about the Property, including all Common Areas, during the Development Period and such additional period of time as Declarant or any Builder(s) are engaged in any development, construction or improvement work, sales, leasing or marketing of the Community on or within the Property, and the Declarant and any Builder(s) shall further have an easement thereon for the purpose of storage of materials, vehicles, tools, equipment, etc., which are being utilized in such development or construction and for the use and maintenance of signs, banners, and the like being used in connection with the sale or promotion of the Property, or any portion thereof. The Declarant and Builders shall further have the right to operate and maintain models, have sales or construction trailers, sales centers and leasing offices.

(d) The Declarant shall have full right to assign any or all of its right, title and interest in the Property, both as Declarant and as a Member of the Association, to another party by the execution

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and recording of a proper instrument in the Public Records of the County. This provision shall not, however, be construed to allow Declarant to assign a membership in the Association in a transaction separate from ownership of a Lot. Notwithstanding the foregoing, the Declarant, in its sole discretion, shall also have the right to grant a Builder certain rights reserved hereunder to the Declarant for the purpose of constructing, selling and marketing homes in the Community and conducting construction, sales and marketing thereof by executing a partial, non-exclusive assignment of rights in favor of the Builder to be kept in the official records of the Association. Any such assignment of rights shall not impose any obligation of the Declarant hereunder on any such Builder unless such obligations are expressly assumed by such Builder.

(e) Notwithstanding anything contained herein to the contrary, neither the Declarant, the Builders, nor the Association makes any representation whatsoever as to the commencement, completion or construction of any optional or recreational facilities within or upon the Common Areas. Title to any portion of the Common Areas owned by Declarant may be transferred to the Association at any time, provided, that title to all portions of the Common Areas owned by Declarant shall be transferred to the Association no later than the expiration of the Development Period. The transfer of title to any portion of the Common Areas to the Association shall be subject to: (i) all rights of Declarant, Builders and other persons set forth in this Declaration; and (ii) any restrictions or limitations contained in the instrument conveying such portion to the Association. THE ASSOCIATION AND THE MEMBERS SHALL BE OBLIGATED TO ACCEPT THE COMMON AREAS AND ANY IMPROVEMENTS LOCATED THEREON IN THEIR "AS-IS" CONDITION. NEITHER THE DECLARANT NOR ANY BUILDER MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ALL OF WHICH ARE DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW, WITH RESPECT TO THE COMMON AREAS AND THE IMPROVEMENTS THEREON INCLUDING WITHOUT LIMITATION THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, THE CONSTRUCTION, DESIGN, ADEQUACY OF SIZE OR CAPACITY RELATED TO THE USE OF THE SAME, DATE OF COMPLETION OR FUTURE ECONOMIC PERFORMANCE OR OPERATION OF THE COMMON AREAS AND THE IMPROVEMENTS THEREON, INCLUDING ALL MATERIALS, FIXTURES, PERSONAL PROPERTY OR EQUIPMENT THEREIN.

Section 5. No Dedication to Public Use. Nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Common Area for public use, except for access to and from and throughout the Property described in the Plat or any additions thereto for emergency access, law enforcement and persons providing essential services to the Community and its Members.

Section 6. Incorporation of Easements by Reference. Reference in the respective deeds of conveyance, or any mortgage or trust deeds or other evidence of obligation, to the easements and covenants herein described shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees or trustees of said parcels as fully and completely as though said easements and covenants were fully recited and set forth in their entirety in such documents.

Section 7. Surface Water Management. It is acknowledged that the Property is located within the boundaries of the WMD and that an easement is hereby created over the entire Property for the surface water drainage and storage, and for the installation and maintenance of the Surface Water Management System for the Property in accordance with the Permit; provided, however that such easement shall be subject to improvements constructed within the Property as permitted by controlling governmental authorities from time to time. The Surface Water Management System shall be part of the Common Area,

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owned by the Association, and operated and maintained by the Association or its agents, as Common Area, in compliance with all approvals, codes and regulations of governmental authorities and the WMD. Such operation and maintenance shall specifically include all utility costs and equipment related to the obligations hereunder. Maintenance of the Surface Water Management System shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or storm water management capabilities as permitted by the WMD and shall specifically include, but not be limited to, maintenance of aquatic vegetation, lake beds, lake banks, littoral planting and lake maintenance easements which, pursuant to the terms of this Declaration, are not the responsibility of others, as well as water quality and wetland monitoring or testing. Any repair or reconstruction of the Surface Water Management System shall be as permitted, or if modified, as approved, by the WMD. Except as hereafter provided, the Association shall maintain as a Common Expense the entire Surface Water Management System for the Property in accordance with the Permit, including but not limited to all inlets, ditches, lakes and canals, swale areas, retention areas, culverts, pipes, pumps, catch basins, water control structures, retention and detention areas, floodplain compensation areas, wetlands and associated buffer area, and mitigation areas, and all related appurtenances, and any littoral zones in any lakes or other waterway, regardless of whether or not same are natural or man-made within the Property or are owned by the Association. Such maintenance shall be performed in conformance with the requirements of any governmental authority, and an easement for such maintenance is hereby created. The Association will have the right, but not the obligation, to maintain any portion of the Surface Water Management System for the Property which is owned and/or maintained by any controlling governmental authority, or which is outside of the Property and to accept into the Association subsequent development phases of the Community that will use the Surface water Management System. The Association will have the right to enter into agreements with any controlling governmental authority or any other property Owner or association for the common maintenance of the Surface Water Management System serving the Property and any other property. The Property shall be required to accept surface water drainage from any other property pursuant to the requirements of any controlling governmental authority and an easement for such drainage is hereby created, and in connection therewith the Association will have the right, but not the obligation, to maintain any portion of the Surface Water Management System for such other property reasonably required in connection with the maintenance or operation of the Surface Water Management System for the Property.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments to be Paid to the Association. The Declarant, for each Lot owned by it within the Property, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance (including any purchaser at a judicial sale), is deemed to covenant, which covenant shall run with the land and be binding on every Owner, and agrees to pay to the Association: (1) any regular assessments or charges for the payment of operating expenses of the Association (including payment of property taxes which may be assessed against Common Area or any personal property which may in the future be owned by the Association) ("Regular Assessments" or "Annual Assessments"); and (2) any special assessments for improvements, or to fund any deficits between the amount collected for regular assessments in accordance with the annual budget and the amount determined necessary by the Association for the proper management and maintenance of the Common Area, together with other costs and/or expenses levied or imposed against the Association or property of the Association ("Special Assessments"); and (3) any individual assessments or charges incurred by the Association on behalf of one or more Lots but not all Lots ("Individual

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Assessments"). All such Regular Assessments, Special Assessments and Individual Assessments, collectively referred to as "Assessments," shall be fixed, established and collected from time to time as hereinafter provided. The Assessments, together with such interest thereon and costs of collection thereof, including attorney's fees, as hereinafter provided and any applicable late fee imposed by the Board of Directors of the Association, shall be a charge on the Property and shall be a ***continuing lien*** relating back to the date of recordation of the Declaration upon any Lot against which each such assessment is made, and said lien may be enforced in the same manner in which mortgages are enforced. Each such assessment, together with interest, costs (including applicable late fees), and reasonable attorneys' fees for its collection, including attorneys' fees involved at all appellate levels and whether or not suit is instituted, shall also be the personal obligation of the person or entity who was the Owner of the Lot at the time when the assessment becomes due. Each Owner shall be jointly and severally responsible with the previous Owner for all Assessments due to the Association prior to the transfer of title, without prejudice to any right the present Owner may have to recover any amounts paid by the present Owner from the previous Owner.

Section 2. Purpose of Assessments. The Assessments to be levied by the Association shall be used for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Property and shall specifically include, but not limited to: payment of all water or utility charges for the Lots and/or Common Area billed through the master meter (if any); any fees due under a bulk service agreement entered into on behalf of the Owners by the Association or Declarant; the maintenance of the Common Area and any improvements or equipment maintained by the Association; the payment of taxes and insurance for the Common Area; payment for the improvement ,management and maintenance of the Common Area; and services and facilities related to the use and enjoyment of the Common Area. Special Assessments shall be used to fund capital improvements, deficits in the collection of Regular Assessments to cover operating expenses of the Association, and other purposes deemed necessary by a majority vote of Owners of the Association as set forth in Section 5 hereof. Individual Assessments shall be for the costs incurred by the Association which by nature are applicable only to one or more Lots, but less than all Lots. By way of example and not limitation, in the event an Owner fails to maintain their Lot in a manner required by the Governing Documents, the Association shall have the right, through its agents and employees, to enter upon the Lot and to repair, restore, and maintain the Lot and/or Home as required by the Governing Documents. The costs of any such repair, restoration and/or maintenance, plus the reasonable administrative expenses of the Association and any costs incurred in bringing a Lot and/or Home into compliance with the Governing Documents, shall be an Individual Assessment charged against the Lot.

Section 3. Basis of Annual Assessments. The yearly Assessment shall be the amount as set forth in the estimated operating budget of the Association, as determined in accordance with the Governing Documents of the Association taking into account current maintenance costs and future needs of the Association, provided, that Assessments shall not exceed $500 per Lot for one year after the date on which the Declarant no longer funds deficits in operating expenses in accordance with Section 12. Each Owner acknowledges the Association is responsible for the repair and maintenance of capital improvements that may result in a Special Assessment due to reserves not being collected. Because reserve accounts are not being initially provided for by the Declarant, the Members of the Association may elect to collect reserves after the expiration of the Class B membership upon the affirmative approval of a majority of the total voting interests of the Association obtained by a vote of the Members at a duly called meeting of the membership or by the written consent of a majority of the total voting interests of the Association. The approval action of the membership must state that reserve accounts shall be provided for in the budget and must designate the components for which the reserve accounts are to be established. Upon approval by the membership, the Board of Directors shall include the required reserve accounts in the budget in the next fiscal year following the approval and each year thereafter. Once reserves are established as provided in

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this subsection, the reserve accounts are to be maintained by collection of Assessments or have their funding waived in the manner provided by Chapter 720, Florida Statutes. Notwithstanding the same, reserves will not be funded by the Declarant for the Lots Declarant owns so long as Declarant is funding any deficits in operating costs pursuant to Section 12 herein.

Section 4. Uniform Rate of Assessment. Unless otherwise provided for herein, as to all Lots that have been conveyed from the Declarant or from a Builder to a third party purchaser other than a Builder, Annual and Special Assessments must be fixed at a uniform rate for all Lots with a Home and may be collected on an annual, quarterly or monthly basis or at any other interval as determined by the Board of Directors. Payments of all Assessments will be made directly to the Association or its designated management company and in no instance shall any mortgagees have the obligation to collect Assessments.

Section 5. Special Assessment for Capital Improvements. In addition to the Annual Assessment authorized above, the Association may levy in any assessment year, a Special Assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, or to cover deficits in the collection of Regular Assessments to cover operating expenses of the Association; PROVIDED that any such Special Assessments shall have the assent of a majority of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than 15 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting. No special assessment hereunder may be levied against a Builder's lot during any time.

Section 6. Quorum for Any Action Authorized Under Section 5. At each meeting called, as provided in Section 5 hereof, the presence of the meeting of Members or of proxies entitled to cast thirty percent (30%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, one additional meeting may be called, subject to the notice requirements set forth in Section 5 and the required quorum at any such subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The Annual Assessments provided for herein shall commence as to each Lot on the earliest of the following events to occur: (a) The sale by Declarant to a Builder shall be determined by contract with Builder (b) the closing by an Owner of a Home constructed on a Lot; or (c) the conveyance of the Lot by the Declarant or a Builder to a third party purchaser other than a Builder. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period. Written notice of the Annual Assessment shall be sent to every Owner subject thereto together with the due date of such Assessments established by the Board of Directors. The Board of Directors, if necessary to insure cash flow, may institute reasonable late payment fees for any delinquent payment of the Annual Assessment. The Association, or its management company shall, upon demand at any time, furnish a certificate in writing signed by the management company setting forth whether the Assessments on a specified Lot have been paid. A reasonable charge may be made by the management company or by the Board of Directors or its agent for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

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Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any Assessments which are not paid when due shall be delinquent. If the Assessment is not paid within ten (10) days (or such other period of time established by the Board of Directors) after the due date, an administrative late fee of the greater of Twenty-Five and no/100 Dollars ($25.00) or 5% of the amount of the installment that is past due, together with interest in an amount equal to the maximum rate per annum allowable by law beginning from the due date until paid in full may be levied. The Association, acting through its Board of Directors, may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot to which the Assessment is levied, and interest, costs and reasonable attorneys' fees, including at all appellate levels and whether or not suit is instituted, in collection or enforcement shall be added to the amount of such Assessment. Additionally, the Board of Directors of the Association may at its discretion accelerate the Assessments then due from a delinquent Owner for the next twelve (12) months. The Association may also notify any mortgagees or lenders of Owner, any co-borrowers and/or guarantor(s) (without recourse to Declarant and/or the Association) of delinquencies in the payment of Assessments. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of his or her Lot. All payments on accounts shall be first applied to fines levied in accordance with the terms of the Declaration, interest accrued by the Association, then to any administrative late fees, then to collection costs and attorney fees, and then to the delinquent Assessments. The allocation of payments described herein shall apply notwithstanding any restrictive endorsement, designation or instruction placed on or accompanying a payment. Additionally, if a Home is occupied by a Lessee and the Owner is delinquent in the payment of Assessments, the Association may demand from the Lessee payment to the Association of all monetary rental obligations, including without limitation, Assessments due from the Owner to the Association. So long as the Owner remains delinquent, future rent payments due to the Owner may be collected by the Association and shall be credited to the monetary obligations of the Owner to the Association until paid in full.

Section 9. Individual Assessment Against a Particular Owner of Lot. In the event an Owner of any Lot in the Property shall fail to maintain the premises and the improvements situated thereon in accordance with the terms and conditions of the Declaration and any promulgated Rules in a manner satisfactory to the Board of Directors to a minimum standard of consistency with the general appearance of the Property as initially constructed and improved by the Declarant or Builder (taking into account normal wear and tear and exposure to normal exterior conditions, but not to the point of unsightliness), the Association, after approval by a majority of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot, and the exterior of the buildings and any other improvements erected thereon. The costs of such exterior maintenance performed on behalf of the Owner to which such Lot is subject may be assessed to the Lot as an Individual Assessment for such expense; and said Individual Assessment shall be enforced in the same manner as provided for in Section 8. In addition, in the event any Owner, its guests, tenants or invitees cause any damage to the Common Areas, including recreation or optional facilities, landscaping, drainage facilities, mail kiosks, or sidewalks, such Owner shall be responsible for the cost of any repairs required to correct such damage and the cost thereof may be assessed to the Owner as an Individual Assessment.

Section 10. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be superior to all other liens except tax liens and the liens of any bona fide Institutional First Mortgage to an Institutional First Mortgagee recorded prior to any lien for Assessments by the Association; provided, however, that said mortgage liens are first liens against the Property encumbered thereby, subject only to tax liens, and secure indebtedness's payable in monthly, quarterly or annual payments over a period of not less than ten (10) years.

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Section 11. Exempt Property. The following Property subject to this Declaration shall be exempt from the Assessments created herein: (a) any portion of the Property dedicated to and accepted by a local public authority or (b) the Common Area; however, no Lot, land or improvements devoted to dwelling use shall be exempt from said Assessments. Lots owned by the Declarant shall be exempt from payment of Assessments so long as Declarant is deficit funding operating expenses in accordance with Section 12 below.

Section 12. Declarant's Right to Deficit Fund Operating Expenses. Notwithstanding any provision that may be contained to the contrary in this Declaration, for as long as Declarant or any successor Declarant is in control of the Association, the Declarant shall have the option to elect not to be liable for Assessments against such Lots owned by the Declarant, provided that the Declarant funds any deficit in operating expenses exclusive of reserves, cost of capital improvements, and non-budgeted repairs or replacement, as specified in Chapter 720.308(1) (b), Florida Statutes. For the purposes hereof, a deficit shall be computed by subtraction from said operating expenses (exclusive of the items described in the foregoing sentence) all Assessments, contributions, income and other sums and income received or receivable by the Association. The Declarant may at any time commence to pay Assessments to the Lots that it owns and thereby automatically terminate its obligations to fund a deficit in the operating expenses of the Association, or any time or from time to time elect again to fund deficits as aforesaid. When all Lots within the Property are sold and conveyed to purchasers, the Declarant shall have no further liability of any kind to the Association for the payment of Assessments or deficits other than those that arose prior to such time. Should Declarant, in its sole discretion, elect to fund cash shortfalls caused by delinquencies or other matters which would not otherwise require deficit funds from the Declarant, such funds shall be considered a loan to the Association to be paid back to the Declarant by the Association with interest at the rate of eighteen (18%) percent per annum or the maximum allowed by law. The Declarant's rights under this Section 12 shall not be construed as a guarantee of Assessments under Section 720.308(2), Florida Statutes.

Section 13. Surface Water Management System. The Association will be responsible for assessing and collecting fees for the operation, maintenance, inspection and inspection reporting, mitigation and mitigation reporting, and, if necessary, replacement of the Surface Water Management System which is owned and operated by the Association. Fees shall be assessed and collected through Assessments. In the event the Community contains on-site wetland mitigation requiring monitoring and maintenance, the Association should budget and collect sufficient funds for the monitoring and maintenance of the mitigation areas in accordance with the Permit.

ARTICLE VII

CAPITAL CONTRIBUTION

Section 1. Capital Contribution on Sale By Declarant or Builder. At the time of the closing of the sale of a Home by the Builder to a third party purchaser other than a Builder, each purchaser shall pay to the Association the amount of $200.00 as a contribution to working capital. These monies (hereinafter called "**Capital Contribution**") shall be the Association's property, and shall be held by the Association through its Board of Directors, pursuant to the powers described in the Articles and Bylaws. The Capital Contribution shall be deemed ordinary Association income and need not be separated from or held or applied differently than Assessments. No refund of a Capital Contribution will be made on re-sale. Notwithstanding the foregoing, the Declarant may elect, in its sole discretion to waive the Capital Contribution on the initial sale of a Lot. No capital contribution shall be due from a Builder when a Builder acquires a Lot for the purpose of constructing a Home thereon.

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Section 2. Capital Contribution on Sale By Owner Other Than Declarant. At the time of the closing of the sale of a Lot by an Owner other than Declarant or a Builder, each purchaser shall pay to the Association the amount of $200.00 as a Capital Contribution. The Board of the Association shall have the right to adjust the amount of the Resale Capital Contribution from time to time. These monies shall be the Association's property, and shall be held by the Association through its Board of Directors, pursuant to the powers described in the Articles and Bylaws. The Capital Contribution shall be deemed ordinary Association income and need not be separated from or held or applied differently than Assessments. No refund of a Capital Contribution will be made on re-sale.

ARTICLE VIII

ARCHITECTURAL CONTROL

Section 1. Review of Proposed Construction. No improvement or alteration of any kind, including, but not limited to, a fence, wall or other addition, structure, or equipment (including exterior paint, roofing, landscaping, antennas, awnings, gutters and downspouts, pools, screen enclosures, front doors or garage doors, and shutters) shall be installed, painted, erected, removed or maintained within the Property, until the plans and specifications showing the nature, kind, shape, height, color, materials and location of the same shall have been submitted to, and approved in writing by the ARB. The ARB shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the surrounding area of the Property and that the appearance of any improvement or other structure affected thereby will be in harmony with surrounding structures and improvements (or the surrounding area contemplated by Declarant, if within the Development Period) and it otherwise is desirable. The ARB may condition its approval of proposals and plans and specifications as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The ARB may also issue rules or guidelines setting forth procedures for the submission of plans for approval. The ARB may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors. The ARB also requires copies of Certificates of Insurance of any contractor conducting work on the exterior of a home for an Owner. Until receipt by the ARB of any required plans and specifications, the ARB may postpone review of any plans submitted for approval. The ARB shall have forty-five (45) days after delivery of all required documentation to approve or reject any such plans. If an Owner's plans are not approved within such 45-day period, said plans shall be deemed not approved; provided, however, if the Owner resubmits the plans with changes requested by the ARB and the Owner's plans are still not approved 45 days thereafter, the plans shall be deemed approved. All changes and alterations shall be subject independently to all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees. Any alteration or modification to the location and/or placement of exterior walls of any Home shall be further conditioned on compliance with the County ordinances and the obtaining of applicable governmental approvals, if any.

Section 2. Minimum Residence Size. No dwelling in the subdivision shall be erected or allowed to remain on any Lot unless the living area of the main dwelling, exclusive of porches, patio or garage, shall be a minimum of 1,200 square feet living area for a one story dwelling and if a two story dwelling, the minimum shall be 1,700 square feet. All irregular Lot sizes shall be allowed to be a minimum of 1,200 square feet of living area with ARB approval. Some variation may be allowed in the sole discretion of and with the approval of the ARB, upon careful architectural review.

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Section 3. No Waiver of Future Approvals. The approval of the ARB of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the ARB, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whether subsequently or additionally submitted for approval or consent.

Section 4. Liability of the ARB. No member of the ARB (or Declarant) shall be liable to any Owner or other person by reason of mistake in judgment, failure to point out deficiencies in plans, or any other act or omission in connection with the approval of any plans. Any Owner submitting plans hereunder, agrees (i) not to seek any damages or make any claim arising out of approval of plans hereunder, and (ii) to indemnify and hold the ARB, the Association, the Board of Directors, the Management company and Declarant harmless from any cost, claim, damage, expense or liability whatsoever, including attorneys' fees and costs at all tribunal and appellate levels (and whether or not suit is instituted), arising out of the approval of any plans regardless of the negligence of the committee members, their representatives, or appointing entity.

Section 5. Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

(a) Upon the completion of any work for which approved plans are required hereunder the applicant for such approval ("**Applicant**") shall give written notice of completion to the ARB.

(b) Within forty-five (45) days thereafter, the ARB (or its duly authorized representative) **may** inspect such completed work. If the ARB finds that such work was not completed in substantial compliance with the approved plans, it shall notify the Applicant in writing of such noncompliance within thirty (30) days, specifying the particulars of noncompliance, and shall require the Applicant to remedy the same.

(c) If an Applicant is notified of any noncompliance, the Applicant shall remedy or remove the same within a period of not more than thirty (30) days from the date of notification of the ARB's ruling. If Applicant does not comply with the ARB ruling within such period, the ARB, at its option, may either remove the noncomplying improvement or remedy the noncompliance (an easement therefore being hereby created), and Applicant shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. This amount, together with interest thereon at the rate of eighteen (18%) percent per annum from the date the noncompliance was to have been remedied or removed, the maximum late fee allowed under Florida Statutes for each month that a violation exists if payment is not made within thirty (30) days after notification, and all costs and reasonable attorneys' fees incurred by the Association in collection, enforcement or abatement, as appropriate (including attorneys' fees incurred at all appellate levels and whether or not suit is instituted) shall be a personal obligation of Owner. Such amount (including interest, costs, late fees and attorneys' fees as provided above) shall also be a continuing lien and run with the land on the Owner's Property if not paid within thirty (30) days after notice enforceable in the same manner in which mortgages are enforced by foreclosure, or by bringing an action at law or equity against the Owner.

(d) If for any reason the ARB fails to notify the Applicant of any noncompliance within forty-five (45) days after receipt of written notice of completion from the Applicant, the improvement shall be deemed to have been made in accordance with the approved plans.

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Section 6. Variances. The ARB may authorize variances from compliance with any of the architectural provisions of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Such variance must be evidenced in writing and must be signed by at least two (2) members of the Board of Directors of the Association. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the Lot and Home, including, but not limited to, zoning ordinances and Lot setback lines or requirements imposed by any governmental or municipal authority.

Section 7. Architectural Review Board. The Board of Directors of the Association may assign all of its responsibilities under Article VIII to an Architectural Review Board to be appointed by the Board of Directors of the Association (the "ARB").

Section 8. Set-Back Requirements All Homes shall be set back at least as far as required by the minimum setback requirements specified by any of the followings restrictions:

a) Any setbacks as shown on the plat: or

b) The Citrus County Building and Zoning Code, or

c) No building shall be erected less than 25 feet from the front Lot line

d) No building shall be erected less than 7.5 feet from the back Lot line

e) No building shall be erected less than 5 feet from any side Lot line

f) Corner lots will have a 15' side setback

Section 9 Landscape and Irrigation Requirements. Each Lot shall include irrigation of all of its landscaped and sodded areas. The Builders must install on each Lot a minimum of Bahia sod on all open areas of the Lot, two 6' trees of 2" caliper or greater located in the front and submit a landscaping plan of plants, shrubs, and mulch to be pre-approved by the ARB.

Section 10 Declarant's Right to Approve Builder's Plans. Construction of any improvements or alterations of any kind by or on behalf of Builder shall require approval of the ARB. Notwithstanding the foregoing , any prior written approval by Declarant to Builder for any plan or model, is considered having satisfied all conditions, rules, design standards, and architectural guidelines. Furthermore, Declarant and Builder shall not be subject to Article VIII, Section 5 (inspection of Work) in the Declaration. This Section 10 may not be amended without the approval of the Declaration and any affected Builder.

ARTICLE IX

USE RESTRICTIONS

Section 1. Use. No Lot shall be used for any other purposes than residential purposes. The term "residential" is intended to prohibit any commercial or institutional use, including professional office

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use of any portion of any Lot or Home. No trade business, profession or other type of commercial activity shall be carried on upon any Lot, except that Declarant, Builder, real estate brokers, homeowners and their agents may show dwellings for sale or lease and may conduct other activities relating to the sale and leasing of dwellings. No building, structure or improvement shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single family dwelling and only patios, porches, garages, out-building (as hereinafter defined in Section 3), a swimming pool, landscaping, walls, fencing, driveways and sidewalks, appurtenant thereto. Each dwelling must have a minimum of a one-car garage. The foregoing shall not prohibit the Declarant or any of its Builders from using Homes as models or offices. No manufactured or mobile homes shall be placed upon any Lot on the Property, except for Builders or Declarant for construction/storage purposes. Wells shall be used for irrigation purposes only.

Section 2. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, barn, shed or other out-building shall be placed or used on any Lot without the approval of the ARB. No such structures shall at any time be used as a residence or appurtenance to such residence, either temporary or permanent. The foregoing shall not apply to temporary construction trailers or other temporary structures used by the Declarant or Builders.

Section 3. Outbuilding. Any structure erected apart from the main residence (i.e. shed) must be permanent in character and affixed permanently into the ground and able to withstand hurricane force winds according to its specifications. Only one utility building shall be permitted if approved by the ARB. Any permitted outbuilding shall conform architecturally and in color to the dwelling and is subject to approval by the ARB. Any outbuilding must be submitted for written approval prior to commencement of the work. No outbuilding shall be more than 168 sq. ft. and no more than 8 feet in height at its tallest point. Shed may not be resting on blocks at all. Sheds and outbuildings may only be located in the rear yard of the Property in a location accepted by any County required ordinances. **SHEDS ARE NOT ALLOWED ON ANY GOLF COURSE LOT WHATSOEVER.** Notwithstanding the foregoing, this Section does not apply to outbuildings, temporary structures, or other accessory structures constructed by a Builder for use by the Builder and its agents during the course of the Builder's construction, sales and marketing of homes in the Community.

Section 4. Offensive Activity. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may cause embarrassment, discomfort, annoyance or nuisance to the Community, or any matter which affects the health, safety or welfare of the Owners or occupants of the Property, in the Association's reasonable discretion. The shooting of firearms or pyrotechnic devices of any type or size and such other inherently dangerous activities are prohibited and shall not be pursued or undertaken on any Lot. No rubbish of any character nor any substance, thing or material shall be kept upon any Lot which would be unsightly or which will emit foul or noxious odors, or that will cause any loud noise that will or might disturb the peace and quiet of the occupants of surrounding Properties.

Section 5. Pets/Animals. No livestock or poultry shall be kept, maintained, or bred in any Home or elsewhere within the Property, except for fish in an aquarium and birds in cages maintained in the interior of the Home and not more than a total of two (2) domestic dogs (other than breeds prohibited by the Association's insurance policy, applicable governmental regulations or other dogs which in the reasonable determination of the Board of Directors or under applicable codes, ordinances, or regulations are determined to be a threat to the safety of the occupants of the Property shall not be allowed under any circumstances in the Property) and two (2) domestic cats shall be permitted to be kept in a Home or Lot, provided such animals are not kept, bred or raised for commercial purposes. Notwithstanding the

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foregoing, the Board of Directors shall specifically have the power to either permit additional domestic dogs or cats to be kept as pets by an Owner if in the determination of the Board of Directors such pets shall not cause or be deemed by the Board of Directors to constitute a nuisance to any other Owner in the determination of the Board of Directors. Each person bringing or keeping a pet within the Property shall be absolutely liable to the Association, other Owners and their invitees for any damage to persons or property caused by any pet brought upon or kept upon the Property and it shall be the duty and responsibility of each such Owner to clean up after such animals which have deposited droppings or otherwise used any portion of the Common Area Property or public street abutting or visible from the Property. Animals belonging to Owners or invitees of any Owner must be kept within an enclosure or, on a leash held by a person capable of controlling the animal. No pets shall be "tied out" in a yard or on a porch or patio and left unattended for any extended period of time. Barking dogs must be contained so as to not disturb any neighboring Owner or violate any code or ordinance relating to such noise. The Association shall have the right to promulgate Rules and Regulations relating to animals and the right to restrict or require removal of any such animals determined by the Board or applicable codes or regulations to constitute a nuisance or danger to the Community. In addition, all pet owners shall be required to maintain at all times adequate homeowners' insurance coverage for any and all liabilities related to the pet(s) owned and kept on the Lot.

Section 6. Burning Prohibited. No open fires of any kind are allowed within the boundaries of the Properties except those permitted by appropriate governmental authorities. Burial or burning of trash will not be permitted. All trash and debris shall be removed on a continuing basis from each Lot.

Section 7. Signs. During the time period Declarant or Builder owns any Lot within the Property, Owners other than the Declarant and Builders shall NOT display signs of any kind, including but not limited to For Sale or For Rent to the public view on any Lot or in any window. Signs used by the Declarant and Builders to advertise the Property during the construction and sale of Homes are not subject to this restriction and such signs are permitted in Common Areas . Signs for Open House **may** be allowed by an Owner for a specific day only and must be pre-approved and arranged with the ARB in advance.

Section 8. Household Garbage/Appearance of Lots. No Lot or any part thereof shall be used as a dumping ground for rubbish. Each Lot, whether occupied or unoccupied, shall be maintained reasonably clean from refuse, debris, rubbish, unsightly growth and fire hazard. All trash, yard clippings and garbage shall be regularly removed from each Lot and shall not be allowed to accumulate thereon. Trash, garbage or other waste shall be bagged, tied and kept in sanitary, covered containers in the garage or at the rear of the Lot out of sight from the street. In no event shall trash or garbage be placed outside the receptacle or on the ground. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. In no event shall such equipment and/or containers be visible from the Common Area streets, from neighboring Property or within Property contained in the Plat, except for a reasonable time immediately prior to and after scheduled trash collection, and in all events in compliance with the County Code. No stripped, unsightly, offensive, wrecked, junked, dismantled, inoperative or unlicensed vehicles or portions thereof, nor furniture or appliances shall be parked, permitted, stored or located upon any Lot in any such manner or location as to be visible from the street or neighboring Lots. However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and other such debris for pickup by garbage and trash removal services if placed in a neat and sanitary manner curbside within twenty-four (24) hours of such expected removal. No lumber, brick, stone, cinder block, concrete or other building materials, scaffolding, ladders, mechanical devices or any other thing used for building purposes shall be stored on any Lot, except for the purpose of construction on such Lot and shall not be stored on such Lot for longer than the length of time reasonably necessary for the construction to complete the improvement in which same is to be used. At no time is an Owner allowed to utilize a construction or Builder receptacle

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for the personal disposal of trash. If an Owner is found to have disposed any personal trash in a construction/Builder container, the Owner will be charged for the cost of the container's pick up.

Section 9. Outdoor Property/Exterior Attachments. No garments, rugs, towels or blankets or any other materials may by hung, exposed or dusted from the windows or from the front facade of any Home. Further, unless otherwise specifically prohibited by applicable local, State or Federal law, no outside clotheslines or other facilities for drying or airing clothes shall be erected in the front yard, side yard or back yard of any Home. All personal property of Owners or other occupants shall be stored inside; provided, however, patio furniture or other personal property which is specifically for the use and enjoyment of designated outdoor areas of the Home shall be permitted.

Section 10. Recreational Equipment. No recreational equipment, including but not limited to swing sets, swings, sandboxes, and trampolines shall be located on the front yard of the Lot. They are permitted in the backyard, as long as they are not unsightly and overtly offensive to neighbors. In disputed cases, the ARB will decide. Basketball hoops, however, will be allowed in front driveways only, provided they are in aesthetically pleasing condition with no worn, torn or broken parts/hoops. No recreational equipment shall be left located in the front yard overnight or at any time on any common area street or location.

Section 11. Parking & Motor Vehicles. Parking in the Community is limited to designated driveways, garages and guest parking spaces. There shall be no parking on the grass, the side or back yard, the street, or any portion of any sidewalk which is not part of a designated driveway. An Owner may park in the Home's garage or in the driveway on the Lot. Plain, solid and neutral color car covers, specifically designated only for covering a car, are allowed and license tags on all vehicles must be current. No vehicle which cannot operate on its own power shall remain in the Community for more than twenty four (24) hours, except in the garage of a Home. No repair or maintenance, except for emergency repairs of vehicles shall be made unless in the garage of a Home. No vehicles shall be stored on blocks. No vehicles with flat or missing tires shall be parked in the driveway or in view to the public. No tarpaulin covers on vehicles shall be permitted anywhere within the public view. Any trailer, commercial vehicle, recreational vehicle, aircraft, glider, bus, boat, rowboat, canoe, jetski or boat trailer shall not be permitted to be parked outside of an enclosed garage. This restriction shall not be deemed to limit service vehicles whose purpose is to perform maintenance and delivery service to the Lot Owners or the Association during normal working hours or for work performed for the Declarant or the Association which are necessary in the development, maintenance or management of the Association. The term "commercial vehicle" includes trucks and vehicular equipment or other vehicles which are used or which are ordinarily intended to be used for commercial purposes or which contain materials regularly used in trade or business (i.e. ladders). No vehicles displaying commercial advertising shall be parked within the public view except those of visiting contractors making repairs to a Lot or Home and this provision is specifically intended to preclude any Owner from parking their personal commercial vehicle in public view. Automobiles issued by the County or other governmental entity (i.e., police cars), shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Lot. No vehicle shall be used as a domicile or residence either temporarily or permanently. No all-terrain vehicles (ATVs) or mini motorcycles are permitted at any time on any paved surfaces forming a part of the Common Areas. In addition, no dirt bikes or 4 wheelers shall be allowed on the common areas or private roads of the Association. Golf carts, however, **may** be allowed if driven on paved roads only and abide by speed limit requirements. Notwithstanding any other provision in this Declaration to the contrary, the foregoing restrictions shall not apply to construction vehicles utilized in connection with construction, improvement, installation, or repair by Declarant or Builders, or their agents. The homeowner of the golf cart shall be liable for any damage caused to any person or property

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caused by it. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein, the Association is authorized to order the towing of any vehicle (at said vehicle Owner's expense) for a violation of this Section if a vehicle remains in violation of this Section for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or if such a vehicle was cited for such violation within the preceding fourteen (14) day period. Each Owner by acceptance of title to a Home irrevocably grants the Association and its designated towing agent the right to enter a Lot or Common Area and tow vehicles parked in violation of this Declaration. Neither the Association nor the towing company shall be liable to the Owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing or removal and once the notice is posted, neither its removal, nor failure of the Owner to receive it for any other reason, shall be grounds for relief of any kind. An affidavit of the person posting the aforesaid notice stating that it was properly posted shall be conclusive evidence of proper posting. Notwithstanding any other provision in this Declaration to the contrary, the foregoing restrictions shall not apply to construction vehicles utilized in connection with construction, improvement, installation, or repair by Declarant, Builders, or their agents. Further, the restrictions in this Section shall not be deemed to limit service vehicles whose purpose is to perform maintenance and delivery service to the Owners or the Association during normal working hours or for work performed for the Declarant, Builders, or the Association which are necessary in the development, maintenance or management of the Association.

Section 12. Septic Tanks. No septic tanks or individual wells will be permitted on any Lot.

Section 13. Containers and Fuel Tanks. All containers, bottled gas tanks, water softeners and tanks for irrigation wells shall be located in the garage or, if not permitted by applicable ordinances, in the rear yard or side yard adjacent to the Home and shall be installed underground or within a walled-in area which is not visible from any street or adjoining property. Any such walled-in area shall require prior approval of the ARB. All underground irrigation well tanks and gas tanks require prior approval by the ARB before installation.

Section 14. Garages. No garage may be improved for purposes of making same a living area, nor shall garage doors be removed except for replacement (in which case the Owner must obtain approval of any replacement door from the ARB). No garage may be used for the operation of a business or for any commercial purpose of any kind. In order to maintain a harmonious and aesthetic appearance, garage doors shall remain closed except when in actual use to allow ingress and egress into the garage.

Section 15. Driveways. All driveways shall be constructed of concrete, brick or stone/slate material. Driveways shall not be painted.

Section 16. Window Coverings. No external window covering, reflective window covering or iron or decorative bars (either interior or exterior) may be placed or permitted to remain on any window of any building. Window treatments shall consist of drapery, blinds, decorative panels, or other window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for a short period of time to be determined and approved by the ARB after an Owner or tenant first moves into a Home or when permanent window treatments are being cleaned or repaired. No bars shall be placed on the windows of any Home. No awnings, canopies or shutters shall be affixed to the exterior of a Home without the prior written approval of the ARB. No reflective tinting or mirror finishes on windows shall be permitted. Window or wall air conditioner units are prohibited, unless approved by the ARB for extenuating circumstances on an individual case basis.

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Section 17. Flags. No flags or banners other than a Flag permitted by Chapter 720.304, Florida Statutes, or other local, state or federal law, which must be displayed in a respectful manner and which is subject to reasonable standards for size, placement and safety as may be adopted by the Association will be permitted. The foregoing sentence shall not apply to the Declarant or Builders.

Section 18. Reconstruction. In the event that a Home or other improvement is damaged or destroyed by casualty loss or other loss, then the Owner thereof shall commence to rebuild or repair the damaged Home or improvement in accordance with this Declaration within 6 months of the date of the loss. As to any such reconstruction of a destroyed Home or improvements, the same shall only be replaced as approved by the ARB. Notwithstanding anything to the contrary herein, to the extent that insurance coverage obtained and maintained by the Association covers such casualty destruction, the Owner of such damaged or destroyed Home shall not perform any activities that would negate such coverage or impair the availability of such coverage.

Section 19. Business Activity. Except for normal construction activity, sale, and re-sale of a Home, sale or re-sale of other property owned by Declarant or Builder, administrative offices of Declarant or Builder, no commercial or business activity shall be conducted in the Community that disrupts the residents, including without limitation, within any Home. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Home for such Owner's personal use; provided, however, business invitees, customers, and clients shall not disrupt the residential nature of the Community unless the Board of Directors provides otherwise in the Rules and Regulations. No Owner may actively engage in any solicitations for commercial purposes within the Community. No solicitors of a commercial nature shall be allowed within the Community. No day care center, child care facility, elder care or other assisted living facility or halfway house may be operated out of a Home. No individual garage sales are permitted, except if approved by the ARB as a community-wide participation event.

Section 20. Telecommunications. No exterior visible antennae, radio masts, towers, poles, aerials, or other similar equipment shall be placed on any Home or Lot without the prior written approval thereof being first had and obtained from the ARB as required by this Declaration. Satellite dishes are allowed so long as they are not obstructing any view of a neighboring Owner or Lot. The ARB may require, among other things, that all such improvements be screened so that they are not visible from adjacent Homes, or from the Common Areas. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others. All antennas not covered by the Federal Communications Commission ("FCC") rules are prohibited. Installation, maintenance, and use of all antennas shall comply with restrictions adopted by the Board of Directors and shall be governed by the then current rules of the FCC.

Section 21. Fences, Walls & Hedges. All fences shall be constructed in accordance with the specifications approved by the ARB. All fences shall require the advance written approval of the ARB and should be submitted prior to installation. If an Owner neglects to obtain prior written approval and a fence is installed, the Owner may be required to remove such fence, at their expense, until approval is provided and the Owner is in compliance with all rules and regulations. Fences and/or hedges are not to be more than six (6') feet in height on any Lot or parcel of land and provided further, such fence and/or hedge shall be erected from the rear of the Property line to mid-point of dwelling. No fence or hedge shall be erected along or near the front of the Property line. Fences shall only be of professional constructed almond colored vinyl material and which has been pre-approved by the ARB. Fences shall not be considered "structures" as that term is used previously. Fences must be pressure cleaned on a regular basis or when

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the management company advises the homeowner to do so. All other fences located on a Lot or approved fences installed by an Owner shall be maintained by the Owner of such benefitted Lots at such Owners' sole cost and expense. Once a fence is installed on a Lot, the Lot Owner is required to maintain the fence and keep it in place. If the Lot Owner wants to replace the existing fence with a new fence prior ARB approval is required. No fences will be allowed to be removed without ARB approval. **NO FENCES WILL BE ALLOWED ON GOLF COURSE LOTS AT ANY TIME.**

Section 22. Hurricane Shutters. Any hurricane shutters or other protective devices visible from outside a Home shall be of a type as approved by the ARB and require prior ARB approval. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season. Any such approved hurricane shutters may be installed upon forty-eight (48) hours prior to the expected arrival of a hurricane and must be removed within seventy-two (72) hours after the end of a hurricane watch or warning or as the ARB may determine otherwise. Except as the Board may otherwise decide, shutters may not be closed at any time other than a storm event.

Section 23. Water Bodies. No Lot Owner shall use any body of water located within the Community for any purpose. Swimming in any body of water within the Community is prohibited. No planting, fencing or other improvements or additions to the landscape area or grassed area surrounding any body of water in the Community and within the maintenance easements surrounding the bodies of water are permitted. By acceptance of a deed to a home or lot, each owner acknowledges that the water levels of any water bodies in the community may vary from time to time. There is no guarantee by the Declarant or Association and any of their officers, directors, committee members, employees, management agents, contractors or subcontractors that water levels will be constant or aesthetically pleasing at any particular time. At times, areas in the community which are designed to retain water may have little to no water retention and water levels may be non-existent.

Section 24. Exemptions. Notwithstanding anything to the contrary, any restrictions contained in this Article that would disrupt the construction, sales, and marketing of Homes in the Community shall not apply to the Declarant or to any Builder.

Section 25. Builder Requirements. Notwithstanding anything to the contrary, a Builder who is building a Home on a Lot is responsible to include construction of a sidewalk on each Lot when constructing a home on the Lot if required by Citrus County Approved Improvement Plans.

ARTICLE X

EASEMENTS

Section 1. Public Services. Easements are reserved over each Lot and the Common Area for public service purposes including but not limited to, police protection, fire protection, emergency services, postal service and meter reading.

Section 2. Utilities. Easements for ingress and egress and for the installation and maintenance of all utilities, Surface Water Management Systems and drainage facilities, landscaping, irrigation, fencing, signage, and street lighting are reserved on and over each Lot and the Common Area in favor of the Association and other entities with maintenance responsibilities related to the same. Such easements are reserved for their intended purpose and shall not be removed by subsequent Owners. The right is also reserved to the Declarant and the Association to create additional utility easements by separate instrument as may be required from time to time.

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Section 3. Encroachments. Notwithstanding any other provisions contained in this Declaration, in the event that any Home, as constructed by the Declarant or a Builder on a Lot, encroaches upon any portion of the Common Area or adjoining Lot, then a perpetual easement appurtenant to such Lot shall exist for the continuance of any such encroachment on the Common Area or adjoining Lot. In the event any fence, bush, tree, roof, landscape tree(s), overhanging roof, or portion of the Home, as constructed upon any Lot by Declarant or by a Builder, encroaches or overlaps upon any other Lot or the Common Area, then, in such event, a perpetual easement appurtenant to the Lot upon which the fence, roof, overhanging roof, or Home in construction shall exist for the continuation of any such encroachment or overlapping upon the adjoining Lots and Common Area.

Section 4. Drainage. The Association shall have the responsibility to maintain all drainage easements, drainage facilities and drainage pipes and equipment within the Property, landscape buffers, easements and irrigation lines and facilities within the landscape and utility easements and the expense for same will be a common expense of the Association. There shall be, and Declarant hereby grants, reciprocal, perpetual non-exclusive easements between all adjacent Lots, as easements appurtenant to the Lots, for the natural run-off of rainwater, in accordance with any storm water management plan which may be applicable to the Community, provided, however, that in no event shall any Owner of a Lot be required to allow storm water drainage across its Lot in such a manner as shall damage any permanent improvements located thereon. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No person other than Developer or Builders may obstruct or re-channel the drainage flows after location and installation of drainage swales or storm drains. Developer hereby reserves a perpetual easement across the Properties for the purpose of altering drainage and water flow. No Homeowner may redirect their drainage outside of their own Lot.

Section 5. Common Area Maintenance. An easement is reserved over the Property, including each Lot, in favor of the Association for maintenance of the Common Area and to allow the Association to fulfill any and all of its maintenance obligations hereunder.

Section 6. Declarant and Builders. An easement is reserved over the Property, including each Lot, in favor of the Declarant and Builders for the purpose of carrying out any obligations of the Declarant or Builders under the terms of this Declaration or any governmental permit, order or applicable law in connection with the development of the community and construction of Homes therein. In addition, the Declarant and Builders shall also have an easement over, upon, across, and under the Property as may be required in connection with the development of the community and construction of Homes, including the right to use all roads and rights of way for vehicular and pedestrian ingress and egress for construction and maintenance purposes. Further, the Declarant and Builders shall have an easement to use all portions of the Property, including Common Areas but not including Lots which have been conveyed to third party purchasers other than Builders, for all types of promotional and sales activity in connection with marketing, sales, and leasing of Homes in the Community including the right to use all roads and rights of way for vehicular and pedestrian ingress and egress. The easements created by this section shall be broadly construed and supplement other rights of the Declarant and Builders herein, running with the land until such time as the Declarant and Builders no longer own any Lots in the Community and all of the Declarant's obligations hereunder are satisfied.

Section 7. Maintenance of Easement Areas. Within the easement areas hereby reserved or created, or shown on the Plat of the Community, or within any designated common areas containing any component of the Surface Water Management System, no digging, excavation, depositing fill material, debris or any other material or item, or altering any water control structure, or any other construction to

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modify the Surface Water Management System shall be allowed, and no permanent structure may be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow or drainage canals in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The area of each Lot upon which an easement is located shall be maintained continuously by the Owner of the Lot, except that those improvements which are the property of a public authority or utility company shall be maintained by such authority or utility company. To the extent the Association has easement rights which require the Association to maintain any easement areas, the same shall be maintained as if they were part of the Common Areas and as a Common Expense.

Section 8. Right of Entry. The Association, through its duly authorized employees, agents or contractors, shall have the right after reasonable notice to the Owner thereof, to enter any Lot at any reasonable hour of the day to perform such maintenance, replacement or repair of the Surface Water Management System, or any other items, as may be authorized herein. In the event of any emergency which might reasonably result in damage to any Lot or the improvements located thereon, the Association shall have the right to enter any Lot as may be reasonably necessary to resolve such emergency without prior notice to the Owner thereof. Any such entrance by the Association shall not be deemed to be a trespass upon such Lot.

ARTICLE XI

COVENANTS FOR HOME MAINTENANCE

Section 1. Maintenance of Homes. Each Owner shall be responsible for maintaining, repairing, and replacing the Home and all other improvements situated on his or her Lot in a clean, sanitary, neat, safe and orderly condition, including without limitation, all obligations for structural maintenance, repair or replacement of walls, roofs, windows, window and patio screens, screened enclosures, doors, framing and casing, gutters, downspouts and skylights, and maintenance, repair and replacement of mailboxes, if any, and any air-conditioning or water softening fixtures or equipment, or any equipment, facilities or other items whatsoever installed within or placed upon any Lot by any Owner, including its agents, or other designees, and/or any other maintenance obligations designated as the Owners' responsibilities from time to time in the Declaration or the Rules. The Owner shall obtain the written consent of the ARB prior to making any modifications requiring approval under Article VIII hereof. It will also be the duty of each Owner to maintain in good repair any driveway servicing only his or her Lot. If any Owner breaches these covenants, the Association may enforce these covenants in accordance with the provisions of this Declaration.

Section 2. Lawn Maintenance. Unless otherwise provided, it shall be the duty of each Owner to perform regular and routine lawn maintenance as well as regularly cut the grass located on the Owner's Lot and, if applicable, any grass located between the front Lot boundary and the top of curb of the adjacent road at the Owners' expense. The Owner shall promptly replace any grass that has died or otherwise requires replacement with live, real sod and not artificial turf. The Owner shall be responsible to maintain any landscape buffer on the rear of the Lot. In the event an Owner fails to adequately maintain the lawn, cut the grass or replace dead grass, plants, hedges or trees as required herein, after reasonable notice and the opportunity to do the required maintenance, the Association shall have the right, but not the obligation, to enter upon the Lot and perform necessary lawn maintenance or cut the grass. The Association is hereby granted an easement over and across the Owner's Lot for the purpose of maintaining and cutting the grass, if necessary, and the Owner shall not place any obstruction, fence, wall, tree or shrubbery on such ground

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without the consent of the Association. The Owner shall be responsible for all costs incurred by the Association in maintaining the lawn and landscaping on the Owner's Lot and shall promptly reimburse the Association within ten (10) days after receipt of an invoice from the Association for such maintenance. All such costs shall be deemed an Individual Assessment on such Lot.

Section 3. Irrigation. It shall be the duty of each Owner to maintain all irrigation lines, sprinkler heads, timers and all related irrigation equipment located on and servicing a Lot and, if applicable, located between the front Lot boundary and the top of curb of the adjacent road at the Owners' expense. Each Owner shall also be responsible for payment of any costs related to the repair and/or replacement to the irrigation system necessary as a result of any damage done to the irrigation system by the Owner or any member of Owner's family, any guests, invitees, tenants, contractors, workers or agents of Owner, whether on the Owner's Lot, the Common Area, or within a landscape easement or buffer. Each Owner acknowledges that irrigation water may be provided by the Owner's potable water source at the expense of the Owner. Due to water quality and equipment, irrigation systems may cause staining on Homes and other improvements, structures, fences or paved areas and it shall be each Owner's responsibility to treat and remove any such staining. Further, the Owner shall not place any obstruction, fence, wall, tree or shrubbery over the irrigation system. In the event water from irrigation systems is insufficient to maintain lawns or landscaping on Lots, Owners shall supplement irrigation watering or hand water. Notwithstanding the foregoing, if for any reason the grass or landscaping on a Lot dies, the Owner shall promptly replace the same at the Owner's sole expense. No artificial turf nor any in-ground artificial trees, plants, shrubs, flowers or hedges are allowed for any reason on any Lot.

Section 4. Containers and Fuel Tanks. All containers, bottled gas tanks, water softeners and tanks for irrigation wells shall be located in the garage or, if not permitted by applicable ordinances, in the rear yard or side yard adjacent to the Home and shall be installed underground. All underground irrigation well tanks require prior approval by the ARB before installation.

Section 5. Landscaping and Tree Removal. The Owner shall be responsible for the maintenance of landscaping within the Lot and any landscape easement or buffer or landscaping originally installed by the Declarant, Builders or the Association to comply with governmental requirements. Such maintenance shall include routine trimming of hedges only, weeding of plant beds and pruning of the landscaping and the cost of such maintenance shall be borne by the Lot Owner. Each Owner shall be solely responsible for all maintenance of landscaping (including trees) on the Lot and, if applicable, located between the front Lot boundary and the top of curb of the adjacent road and all landscaping installed on the Lot for aesthetics or by the Owner. All hedges and plantings shall be well kept and aesthetically pleasing. No artificial trees, plants, hedges, bushes or flowers are to be used in-ground on any Lot at any time. The ARB shall have the right to suggest and influence the end result of all landscaping. The Association is hereby granted an easement over and across an Owner's Lot for the purpose of maintaining any landscaping in accordance herewith. Owners hereby acknowledge some landscape material on the Property and within any landscape easement is intended to fulfill required landscape buffers of adjacent properties. Owners shall not cut or remove any landscape materials on landscape easements installed by the Declarant or the Association required to remain pursuant to a permit or other governmental regulation. Any Owner violating the restrictions of this section resulting in landscaping needing to be repaired or replaced will be charged the cost of such work. Notwithstanding the foregoing, the Association shall not be responsible for replacing dead or dying landscaping which shall be the Owner's obligation at the Owner's sole expense. Trees less than 4" in diameter and dead wood may be removed from the Lot as determined by the Owner, however, no living tree shall be cut down, destroyed or removed from the Property within 15' of the sides and back of house without the prior approval of the ARB.

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Section 6. Pools. No above ground pools are permitted within the Property. All in-ground pools shall include a paved patio extending from the Home and completely surrounding the pool and shall be located in the rear yard. All pools must either be screened or the back yard must be completely fenced. All pools, including screening, must be approved by the ARB.

Section 7. Insurance. Each Owner of a Lot shall obtain insurance coverage upon the Lot insuring the Home and any improvements located thereon in an amount equal to the maximum insurable replacement value. Such coverage shall afford protection against (i) loss or damage by fire, hurricane, tornado, wind-storm, or other hazards covered by a standard extended coverage endorsement, and (ii) such other risks as from time to time shall be customarily covered with respect to similar construction, location and use as the Home including but not limited to vandalism and malicious mischief. Such coverage shall name the Association as an additional insured party. The Owner shall furnish, at any time if requested, proof of insurance to the Association, and shall furnish proof of renewal of such insurance on the anniversary date thereof, if requested. In addition, any Owner owning or keeping a pet on a Lot shall also obtain and maintain adequate homeowners' insurance to cover pet liability.

Section 8. Exterior Painting and Pressure Cleaning. Each Owner shall be responsible for exterior painting and pressure cleaning of the Home and improvements thereon as required by the Association in accordance with this section. It is anticipated that the Association shall require all Homes and fences to be pressure cleaned and/or painted as needed and as requested by the ARB from time to time. In addition, it is anticipated that the Association shall require the roof, exterior walls, sidewalks, fences, patios and driveways of all Homes to be pressure washed as needed or when requested by the ARB. Each Owner shall have the right to paint or clean more frequently than required by the Association, provided that prior written approval of paint color is obtained from the ARB. If any Owner fails or refuses to paint or pressure wash their Home or other improvements as requested herein, the Association may perform the work and charge the Owner the cost thereof as an Individual Assessment. Any request by an Owner for exterior painting of their home must be submitted in writing to the ARB attaching a swatch of color paints to be used and the painting contractor's name and copy of Certificate of Insurance.

Section 9. Lighting. All exterior lighting on any Lot must be designed and erected so as to avoid annoyance to any other Owner and to avoid unreasonable illumination of any portions of the Properties except the Lot upon which the lighting is erected. The ARB shall have the sole authority to determine whether exterior lighting constitutes an annoyance or unreasonably illuminates other portions of the Property. This provision shall not apply to street lighting installed by the Declarant, Developer, Association or any governmental entity.

ARTICLE XII

COVENANTS RELATING TO FIRST MORTGAGEES

Section 1. The following actions will require the prior written approval of two-thirds (2/3) of the holders of record of Institutional First Mortgages on Lots within the Property, (based upon one (1) vote for each Institutional First Mortgage holder): the abandonment, partition, subdivision, encumbrance, sale or transfer of the Common Area by the Association, other than the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Area; a material change in the method of determining the assessments or other charges that may be levied against an Owner; the failure of the Association to maintain fire and extended coverage on any insurable improvements hereafter on the Common Area and any insurable improvements thereon in an amount that shall not be less than one hundred

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(100%) percent of the insurable value, based on the current replacement costs; the use of the insurance proceeds paid to the Association for any loss to the Common Area, or the improvements thereon, for any purpose other than the repair, replacement or reconstruction of the Common Area and the improvements thereon; the amendment of the Declaration in any manner which materially affects or impairs the rights of an Institutional First Mortgagee; the conveyance, encumbrance or hypothecation in any manner of the Common Area.

Section 2. An Institutional First Mortgage encumbering any Lot in the Property may singularly or jointly with other Institutional First Mortgagees: pay the taxes or other charges which are in default and which may or have become a charge against the Common Area; pay overdue premiums on hazard insurance policies for the Common Area; or secure new hazard insurance coverage for the Common Area after lapse of the existing coverage. In the event any Institutional First Mortgagee makes any of the aforementioned payments, such Institutional First Mortgagee shall be entitled to immediate reimbursement from the Association for the payments advanced, and such Mortgagee shall be subrogated to the assessment and lien rights of the Association against the Owners for the repayment of such advance, and the expense of making such reimbursement to the Institutional First Mortgagee shall be deemed a common expense of the Association.

Section 3. No provision of this Declaration shall be interpreted to give an Owner, or any other party, priority over the rights of any Institutional First Mortgagee pursuant to the terms of its Mortgage on any Lot on the Property in the event of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

Section 4. Any Institutional First Mortgagee of a Lot on the Property who obtains title to a Lot pursuant to the remedies provided in said Mortgagee's Institutional First Mortgage on that Lot, or obtains title by deed in lieu of foreclosure, shall not be jointly and severally liable with the prior owner for unpaid assessment or charges accrued against said Lot prior to the acquisition of title to said Lot by such Mortgagee; however, such Mortgagee, or its successors or assigns as a subsequent holder of the first mortgage, acquiring title to a Lot by foreclosure or by deed in lieu of foreclosure, shall be liable for the unpaid Assessments that became due before the mortgagee's acquisition of title in the amount equal to the lesser of (i) the Lot's unpaid Assessments and Special Assessments that accrued or came due during the 12 months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or (ii) one percent of the original mortgage debt on the Lot. The limitations on Assessment liability for Institutional First Mortgagees obtaining title through foreclosure provided by this paragraph apply only if the Institutional First Mortgagee filed suit against the Owner and initially joined the Association as a defendant in the mortgagee foreclosure action. Joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location that was known to or reasonably discoverable. Institutional First Mortgagees shall be responsible for all Assessments on the Lot as of the date of acquisition, including any Special Assessment or Individual Assessment assessed or coming due after the date of acquisition of title to the Lot.

Section 5. The Institutional First Mortgagee of any Lot on the Property is entitled, upon request, to written notification from the Association of any default in the performance by the Owner of any of such Owner's obligations pursuant to the terms of this Declaration, which default is not cured after sixty (60) days' notice to such Owner.

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Section 6. Any Institutional First Mortgagee who acquires title to any portion of the Property by way of foreclosure, deed in lieu of foreclosure, or otherwise, shall be entitled to any exemption from the restrictions on sales and leasing of Homes and Lots to the same extent that Declarant would be exempt from such restrictions.

ARTICLE XIII

LEASE AND OCCUPANCY RESTRICTIONS

Section 1. Leases. All leases shall be in writing and submitted to the ARB in advance for review by the ARB prior to the effective date of the lease. A copy of the lease shall be submitted to the ARB, along with pertinent documents as required, including background check on each tenant, completion of any required HOA forms and payment of the applicable application fee stated below. The lease shall provide that the Association shall have the right to terminate the lease in the name of and as agent for the lessor upon default by tenant in observing any of the provisions of the Declaration, the Articles of Incorporation, Bylaws of the Association and applicable rules and regulations, if any. The Owner or lessee requesting the review shall pay to the Association a fee of One Hundred and No/100 ($100.00) Dollars or the maximum amount permitted by the Florida Statutes, to cover the costs of reviewing the lease and examining records. No lease shall be for a term of less than seven (7) months. No Home may be leased more than two (2) times in any calendar year unless otherwise approved by ARB in the case of hardship. The Owner will be jointly and severally liable with the tenant to the Association for any sum which is required by the Association to affect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. The number of occupants must comply with applicable Federal Law and local codes regarding the size of the Home. The tenant, as part of the Lease Agreement, shall agree to abide by and adhere to the terms and conditions of this Declaration, evidenced by the signing of a Disclosure Summary, together with all Rules and all policies adopted by Association. By acceptance of a deed to a Home, the Owner hereby agrees to remove, at the Owner's sole expense, by legal means including eviction, his or her tenant should the tenant refuse or fail to abide by and adhere to this Declaration, the Rules and Regulations and any other policies adopted by Association. Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section, the Association shall have the right, but not the obligation, to evict such tenant and the costs of the same shall be charged to the Owner as an Individual Assessment. During such time as a Home is leased, the Owner of such Home shall not enjoy the use privileges of the Common Areas appurtenant to such Home. If a Lot or Home is occupied by a tenant and the Owner is delinquent in paying any monetary obligation due to the Association, the Association may demand that the tenant pay to the Association all rental payments becoming due and continue to make such payments until all the monetary obligations of the Owner related to the Lot have been paid in full and the Association releases the tenant or until the tenant discontinues tenancy, in accordance with the terms of Florida law.

ARTICLE XIV

WATER MANAGEMENT SYSTEMS

Section 1. Transfer of Surface Water Management System. The Association shall exist in perpetuity. However, should the Association dissolve, the Surface Water Management System, property containing the Surface Water Management System and water management portions of Common Area shall be conveyed to one of the following: (i) local governing unit, municipal service taxing unit or special taxing unit, (ii) active water control district created pursuant to Chapter 298, Florida Statues, drainage

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district created by special act, special district defined in Chapter 189, Florida Statues, community development district created pursuant to Chapter 190, Florida Statutes, special assessment district created pursuant to Chapter 170, Florida Statues, or water management district created pursuant to Chapter 373, Florida Statues, (iii) state or federal agency, (iv) duly constituted communication, water, sewer, storm water, electrical or other public utility, (v) construction permittee so long as such construction permittee continues to own the Surface Water Management System and water management portions of Common Area, or (vi) non-profits corporation, including homeowner's association, property owners' association, condominium owners' or master association so long as it submits the required paperwork and has the financial, legal and administrative capability to provide for the long term operation and maintenance of the Surface Water Management System (each an "Approved Entity"). The Approved Entity must have the powers listed in Section 12.3.4(b) 1 through 8 of the WMD Applicant Handbook Volume 1 effective June 1, 2018 (the "WMD Handbook"), the covenants and restrictions required in Section 12.3.4(c) 1 through 9 of the WMD Handbook, and the ability to accept responsibility for the operation and maintenance of the system described in Section 12.3.4(d) 1 or 2 of the WMD Handbook.

Section 2. Amendments Pertaining to Surface Water and Storm Water Management System. Any amendment of this Declaration which would affect the Surface Water Management System or the responsibility of the Association, or its agents, to maintain, or cause to be maintained, the Surface Water Management System must be approved by the Association and WMD for a determination of whether the amendment necessitates a modification of the Permit. The amendment may not be finalized until any necessary Permit modification is approved.

Section 3. Surface Water Management. No Owner or any other person or entity other than Declarant shall do anything to adversely affect the Surface Water Management System and drainage of the Property without the prior written approval of the Association and any controlling governmental authority, including but not limited to the excavation or filling in of any lake or canal, or the changing of the elevation of any portion of the Property, provided the foregoing shall not be deemed to prohibit or restrict the initial construction of improvements upon the Property by Declarant or by the developer of any portion of the Property in accordance with permits issued by controlling governmental authorities. In particular, no Owner other than Declarant or the Association, shall install any landscaping, place any fill on a Lot, remove or cut littoral plantings or native vegetation, spray herbicide or grade portions of the Property which would adversely affect the drainage of any contiguous Lot. No construction activities may be conducted relative to any portion of the Surface Water Management System, including but not limited to digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the system as permitted without the consent of the Association or WMD. No Owner or other person or entity shall unreasonably deny or prevent access to water management areas for maintenance, repair or landscaping purposes by the Declarant, Association, the WMD, or any appropriate governmental agency that may require access. No person shall fill, dike, rip-rap, block, divert or change the water retention and drainage areas that have been or may be created without the prior written consent of the Association and WMD. No Owner may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas, and drainage easements described in the Permit or Plat, unless prior approval is received from the Association and WMD. If such actions are permitted by the Association and WMD, the Declarant or the Association may draw water for irrigation or other purposes from any water management area. All recreational activities, including without limitation, boating, swimming, wading or fishing, in water management areas are strictly prohibited. If the Permit requires monitoring or maintenance of the wetland mitigation areas, the Association shall allocate sufficient funds in its annual

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operating budget to complete such monitoring or maintenance until WMD determines that areas are successful in accordance with the Permit.

Section 4. Conservation Easements. The Property, including the Common Areas and some Lots, may contain conservation tracts, wetland preservation areas and upland buffers (collectively, the "Conservation Areas") subject to conservation and preservation easements for same. Conservation and preservation easements on the Property may be established or dedicated on the Plat, by a separate instrument and/or this Declaration. In addition to any additional restrictions set forth in the foregoing documents, the following activities are prohibited in the Conservation Areas: (1) construction or placing of buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground; (2) dumping or placing of soil or other substances or materials as landfill, or dumping or placing of trash, waste or unsightly or offensive materials; (3) removal or destruction of trees, shrubs or other vegetation, except for the removal of exotic or nuisance vegetation in accordance with a district approved maintenance plan; (4) excavation, dredging or removal of loam, peat, gravel, soil, rock or other material substance in such manner as to affect the surface; (5) surface use, except for purposes that permit the land or water easement to remain in its natural condition; (6) activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation, including, but not limited to, ditching, digging and fencing; (7) acts or uses detrimental to aforementioned retention of land or water easement; and (8) acts or uses which are detrimental to the preservation of any features or aspects of the conservation easements having historical or archaeological significance.

Section 5. Rights of Enforcement. The WMD, the Association, the Declarant and each Owner shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation, monitoring, repair and replacement of the Surface Water and Storm water Management System. Notwithstanding the foregoing, the WMD has the right to take enforcement action, including a civil action for injunction and penalties, against the Association's insurance policy or Association, as applicable, to compel it to correct any outstanding problems with the Surface Water and Storm water Management System facilities or the mitigation or conservation areas under the responsibility or control of the Association.

Section 6. WMD Permit. Copies of the Environmental Resource or Surface Water Management Permit and any future permit actions of the WMD shall be maintained by the Registered Agent of the Association for the benefit of the Association.

ARTICLE XV

INSURANCE AND HAZARD LOSSES

Section 1. Authority. The Association's Board of Directors or its duly authorized agent, shall have the authority to and shall obtain blanket all-risk insurance, if available at commercially reasonable rates, for all insurable improvements on the Common Areas. If blanket all-risk coverage is not available at commercially reasonable rates, then at a minimum an insurance policy providing extended liability coverage shall be obtained. Insurance that shall be carried on the Common Areas and the Association Property, to the extent provided in this Article XV, shall be governed by the following provisions:

Section 2. Named Insured. All insurance policies upon the Common Areas and the Association Property shall be purchased by the Association and shall be placed in a single agency or company, if possible, licensed by the State of Florida. The named insured shall be the Association. The

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Association has the authority to use their discretion in obtaining the coverage listed hereinafter, as some of the requirements may be or become unobtainable, or may be cost prohibitive.

Section 3. Coverage. The Association shall use its best efforts to maintain insurance covering the following:

(a) Casualty. The Common Areas including any structures costing more than $10,000 thereon, and all fixtures, installations or additions comprising that part of the Common Areas to be insured under the Association's policy(ies) and such improvements from time to time, together with all fixtures, building service equipment, personal property and supplies constituting the Common Areas or owned by the Association (collectively the "Insured Property"), shall be insured in an amount not less than 100% of the full insurance replacement value thereof. Such policies may contain reasonable deductible provisions as determined by the Board of Directors of the Association. Such coverage shall afford protection against:

(b) Public Liability Insurance. The Association shall obtain public liability insurance covering all of the Common Areas and insuring the Association providing such coverage as the Board of Directors of the Association may determine from time to time. The liability insurance may include, but not be limited to, hired and non-owned automobile coverage.

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(c) Other Insurance. The Board of Directors of the Association shall obtain such other insurance as they shall determine from time to time to be desirable.

Section 4. Subrogation Waiver. If available, the Association shall obtain policies which provide that the insurer waives its right to subrogation as to any claim against Members, the Association and their respective servants, agents and guests.

Section 5. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association. The cost of insurance premiums and other incidental expenses incurred by the Association in administering and carrying out any of the provisions of this Section shall be assessed against and collected from Members as part of the Annual Assessments.

Section 6. Association's Power to Compromise Claims. The Board of Directors of the Association is hereby irrevocably appointed agent for each Member and for each holder of a mortgage or other lien, for the purpose of compromising and settling all claims arising under insurance policies purchased by the Association, and to execute and deliver releases upon payment of claims.

ARTICLE XVI

GENERAL PROVISIONS

Section 1. Covenants Run With Land. All covenants, conditions, restrictions, reservations, easements, liens and charges contained in this Declaration shall constitute covenants running with the Property, and all grantees, devisees, or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions of (a) this Declaration of Covenants, Restrictions, Conditions and Easements, and (b) the Articles of Incorporation and Bylaws of the Association. The Association shall be the entity responsible for the operation and maintenance of the Common Area.

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Section 2. Enforcement. The Declarant or the Association shall have the right during the Development Period to enforce all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration by proceedings at law or in equity. After the Development Period, the Association or any Owner shall have the right to enforce, by proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. In any such legal or equitable proceedings to enforce any restriction, condition, covenant, reservation, lien or charge now or hereafter imposed by these covenants, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs including at all appellate levels.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

Section 4. Duration. The covenants, conditions, restrictions, reservations, easements, liens and charges provided for in this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. In the event the Association ceases to exist, except as provided in Article XIV, Section 1 herein, any Owner may petition the Circuit Court for the appointment of a Receiver to manage the affairs of the Association and all Common Area and the corresponding infrastructure will be dedicated or conveyed to a similar non-profit organization or entity to assure continued maintenance and operation.

Section 5. Amendment. So long as there is a Class B membership, Declarant reserves the right to amend this Declaration without the consent of the Owners, subject to the terms and conditions herein. Such amendments shall not require the consent of the Institutional First Mortgage Lenders and shall become effective when executed by Declarant and recorded in the Public Records of the County, Florida. After the Class B membership terminates, the covenants and restrictions of this Declaration may be amended by an affirmative vote of not less than fifty (50%) percent of the Owners at duly notice meeting for the purpose of voting on such amendment. Notwithstanding anything in this Declaration to the contrary, any amendment to the Declaration, Articles or Bylaws affecting any aspect of the Surface Water Management System must receive prior written approval of the WMD. Any amendments must be properly recorded in the Public Records of the County, in the State of Florida. Notwithstanding anything in the Declaration to the contrary, to the extent any amendment affects the Declarant's or the Builders' rights under the Declaration, such amendment shall require consent of the Declarant or the Builder(s) respectively. Any purported amendment without such approval shall be deemed void and of no force and effect unless subsequently approved by a written consent signed by Declarant and/or Builder(s) and recorded in the Public Records of the County.

Section 6. Remedies for Violation. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation, provided the following procedures are adhered to:

(a) Notice: The Association shall notify the Owner of the alleged infraction or infractions and a time within which the violation must be corrected. Included in the notice shall be the date and time of a special meeting of a committee of the Association seated for the purpose of hearing such violation matters, if the violation has not been corrected within the timeframe allowed, at which meeting

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the Owner shall present reasons why a fine(s) should not be imposed. At least fourteen (14) days' notice of such meeting shall be given.

(b) Hearing: The alleged non-compliance shall be presented to the committee after which the committee shall hear reasons why a fine(s) should not be imposed. A written decision of the committee shall be submitted to the Owner not later than fifteen (15) days after the committee's meeting. The Owner shall have a right to be represented by counsel and to cross examine witnesses. If the committee decides to impose a fine, the committee shall give notice to the Owner. Fines shall begin to accrue three (3) days after the Association gives notice of its decision to impose a fine for the violation, and shall continue to accrue in accordance with Section 6(c) below until the Owner gives notice to the Association that such non-compliance has been cured.

(c) Amounts: The Board of Directors (if the committee's findings are made against the Owner) may impose special assessments against the Lot owned by the Owner as follows:

(1) First non-compliance or violation which are of a continuing nature: a fine not in excess of One Hundred and No/100 ($100.00) Dollars per day, per occurrence, not to exceed One Thousand and No/100 ($1,000.00) Dollars in the aggregate or the maximum amount allowed by Fla. Stat. 720.305.

(2) Second non-compliance or violations which are of a continuing nature: a fine not in excess of One Hundred and No/100 ($100.00) Dollars per day without a limitation on the aggregate amount due.

(d) Payment of Penalties. Fines shall be paid not later than five (5) days after notice of the imposition or assessment of the penalties.

(e) Collection of Fines. Fines shall be treated as an assessment subject to the provisions for the collection of assessments as set forth herein. If the fine(s) is more than $1,000, it may become a lien against the Lot if not paid in full.

(f) Application of Proceeds. All monies received from fines shall be allocated as directed by the Board of Directors of the Association.

(g) Non-Exclusive Remedies. These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

(h) Right of Entry. In addition to the foregoing rights, whenever (a) there shall have been built within the Property any structure which is in violation of this Declaration or in the event of any damage or destruction of any of the Property or portion thereof by an Owner or any of its guests, invitees, lessees or occupants, into disrepair and/or has not been maintained as required by this Declaration and/or any Rules, or (b) any portion of the Property and/or Home owned by an Owner has fallen into disrepair and/or has not been maintained as required by this Declaration and/or any Rules, a duly authorized representative of the Association may enter upon the Property where such violation, damage or destruction exists and summarily abate, remove or correct the same at the expense of the Owner; provided, however, that the Association shall then make the necessary repairs, constructions, etc., to insure that the Property and improvements where such violation occurred is restored to the same condition in which it existed (or

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should have existed) prior to such violation, and any such entry, abatement, removal or restoration and construction work shall not be deemed a trespass. All amounts expended by the Association, together with interest thereon at the rate of eighteen (18%) percent per annum from thirty (30) days after the date of notification of the violation and all costs and reasonable attorney's fees incurred by the Association shall be treated as an assessment subject to the provisions for the collection of assessments as set forth herein.

Section 7. Effect of Waiver of Violation. No waiver of a breach of or violation of any of the terms, provisions and covenants in this Declaration, or in the Articles or Bylaws, shall be construed to be a waiver of any succeeding breach or violation of the same term, provision or covenant of this Declaration, or the Articles or Bylaws.

Section 8. Instruments Governing Common Area and Owners of Lots. This Declaration and the Articles and Bylaws, and any lawful amendments thereto shall govern the Common Area and the rights, duties and responsibilities of the Owners of Lots.

Section 9. HUD/FHA, VA, FNMA Approval. If the Property is approved by the Department of Housing and Urban Development ("HUD") as a Planned Unit Development, as long as there is a Class B membership, the following actions may require the prior approval of HUD/FHA or the Veterans Administration or the Federal National Mortgage Association: Annexation of additional properties, mergers and consolidations, mortgaging of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions affecting or modifying rights of Institutional First Mortgagees hereunder.

Section 10. Agreements for Professional Management. Any agreement for professional management or any other contract providing for services of the Declarant may not exceed three (3) years. Any such agreement must provide for the termination by either party without cause on sixty (60) days or less written notice. Declarant may elect to have its affiliate Executive Management & Leasing, Inc. manage the HOA during all or part of the period that the Developer is in control of the HOA.

Section 11. Disclaimer of Representations. Notwithstanding anything to the contrary herein, neither Declarant nor any Builder makes any warranties or representations whatsoever that the plans presently envisioned for the development of the Property or surrounding land can or will be carried out, or that any real property now owned or hereafter acquired by the Declarant is or will be subjected to this Declaration, or that any such real property (whether or not is have been subjected to this Declaration) is or will be committed to or developed for a particular (or any) use, or that if such real property is once used for a particular use, such use will continue in effect. While Declarant has no reason to believe that any of the restrictive covenants and other provisions contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenant and other provisions. Any Owner acquiring a Lot in reliance on or more of such restrictive covenants and other provisions herein shall assume all risks of the validity and enforceability thereof and by accepting a deed to the Lot agrees to hold Declarant and any Builder harmless therefrom.

Section 12. Notice to Owners. Whenever notices are required to be given hereunder, the same shall be sent to the Owner by United States First Class Mail, postage prepaid, at the address of the Home situated upon the Lot. Such notices shall be deemed given when deposited in the United States Mail. Any Owner may change his mailing address by written notice given to the Declarant or the Association at the official address of the Association as it may be designated from time to time.

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Section 13. Grammatical Construction. Wherever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and the plural shall include the singular.

Section 14. Conflicts. In the event of any conflict between the provisions of this Declaration, the Articles and the Bylaws, the provisions of this Declaration, the Articles and the Bylaws shall control in that order.

Section 15. Cable Television, Internet and Home Security Monitoring Services. The Association is not obligated to but **may** enter into an agreement with a cable television company, internet service provider and/or security monitoring company pursuant to which all of the Owners will be provided cable television and/or internet service and/or home security monitoring services which will be charged as assessments. The Association may refuse entry into the Property by any representative of any cable television company, internet service provider and/or security monitoring companies other than the cable television, internet service provider and/or security monitoring company which has entered into an agreement with the Association. In the event security monitoring is provided to the Owners by the Association, the Declarant and the Association will have no liability of any kind or nature due to the failure of the security monitoring company to detect or react to fire, unauthorized entry, or other security problem in any home.

Section 16. Limitation of Liability of Association. Notwithstanding anything contained herein or in the Articles of Incorporation, Bylaws, any Rules or Regulations of the Association or any other document governing or binding the Association (collectively, the "Association Documents"), the Association shall not be liable or responsible for, or in any manner be a guarantor or insurer of, the health, safety or welfare of any Owner, occupant or user of any portion of the Property, including, without limitation, residents and their families, guests, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing:

(a) It is the express intent of the Association Documents that the various provisions thereof which are enforceable by the Association and which govern or regulate the uses of the Property have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the Property and the value thereof;

(b) The Association is not empowered, and has not been created, to act as an entity which enforces or ensures the compliance with the laws of the United States, State of Florida, the county and/or any other jurisdiction or the prevention of tortious activities; and

(c) Any provisions of the Association Documents setting forth the uses of assessments which relate to health, safety and/or welfare shall be interpreted and applied only as limitations on the uses of assessment funds and not as creating a duty of the Association to protect or further the health, safety or welfare of any person(s), even if assessment funds are chosen to be used for any such reason.

Each Owner (by virtue of his acceptance of title to his home) and each other person having an interest in or lien upon, or making use of any portion of the Property (by virtue of accepting such interest of making such uses) shall be bound by this provision and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed in this provision.

As used in this section, "Association" shall include within its meaning all of the Association's

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Directors, Officers, committee and Board of Directors members, employees, agents, contractors (including management companies), subcontractors, successors and assigns. The provisions of this Article shall also inure to the benefit of the Declarant, Builders, and its affiliates, which shall be fully protected hereby.

Section 17. Construction Activities. All Owners, occupants and users of the Property are hereby placed on notice that the Declarant, Builders, the Association, and any of their Officers, Directors, committee members, employees, management agents, contractors or subcontractors (the "listed parties") will be, from time to time, conducting excavation, construction and other activities within or in proximity to the Property. By the acceptance of their deed or other conveyance or mortgage, leasehold, license or other interest, or by using any portion of the Property, each such Owner, occupant and user automatically acknowledges, stipulates and agrees (i) that none of the aforesaid activities shall be deemed nuisances or noxious or offensive activities, hereunder or at law generally, (ii) not to enter upon, or allow their children or other persons under their control or direction to enter upon (regardless of whether such entry is a trespass or otherwise) any Property within or in proximity to the Property where such activity is being conducted (even if not being actively conducted at the time of entry, such as at night or otherwise during non-working hours), (iii) the listed parties shall not be liable for any and all losses, damages (compensatory, consequential, punitive or otherwise), injuries or deaths arising from or relating to the aforesaid activities, (iv) any purchase or use of any portion of the Property has been and will be made with full knowledge of the foregoing and (v) this acknowledgment and agreement is a material inducement to Declarant and Builders to sell, convey, lease and/or allow the use of the applicable portion of the Property.

Section 18. Water Bodies and Wildlife. The subdivision may contain water bodies such as lakes, ponds, canals, creeks, streams, preserves or other bodies of water in or in the vicinity of the subdivision ("water bodies"). Such water bodies may pose health and safety risks to Owners, occupants and users of the Property in and around the subdivision, including the risk of dangerous wildlife. All Owners, occupants and users of the Property are hereby placed on notice that the Declarant, Builders, the Association, and any of their Officers, Directors, committee members, employees, management agents, contractors or subcontractors (the "listed parties") shall not be liable to Owners, occupants and users or responsible for maintaining or assuring the water quality or water level of or in any water bodies. All Owners, occupants and users of any portion of the Property located adjacent to or having a view of any of the water bodies shall be deemed, by virtue of their acceptance of the deed to or use of such Property, to have released the listed parties from all claims for any and all changes in the quality and level of the water in such water bodies. Further, the listed parties are not responsible for maintaining or assuring safety of any Owners, occupants or users of water bodies or areas in or around such water bodies. None of the listed parties shall be liable for any property damage, personal injury or death occurring in, or otherwise related to any water bodies. All persons using or enjoying water bodies or surrounding areas of the water bodies shall do so at their own risk. All Owners, occupants and users are hereby notified that from time to time all types of wildlife, including alligators, snakes, panthers, bears and other animals, may live, migrate, create habitats or enter into water bodies and surrounding property and may pose a health and safety threat to persons, pets and property, but that the listed parties are under no duty to protect against, and do not in any manner warrant or insure against, any death, injury or damage caused by such wildlife. No persons shall swim in any water bodies within the community not specifically designated for swimming and no persons in the community shall feed any wildlife in or around the community.

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IN WITNESS WHEREOF, Twisted Oaks Properties, LLC the Declarant has executed this Declaration, this 03 day of December, 2020.

Signed, sealed and delivered
in the presence of:

Name: Anna Karina Jerz

Name: Daniel Martin

Twisted Oaks Properties, LLC.
a Florida limited liability company

By: _____
Name: Steven Fischer
Title: MGR

STATE OF Florida
COUNTY OF Broward

THE FORGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [] PHYSICAL PRESENCE OR [] ON LINE NOTARIZATION, THIS 03 OF December, 2020, BY Steven Fischer AS Manager OF TWISTED OAKS PROPERTIES, LLC. a FLORIDA LIMITED LIABILITY COMPANY., ON BEHALF OF THE CORPORATION.

NOTARY: CHECK ONE OF THE FOLLOWING
✓ PERSONALLY KNOWN OR
___ PRODUCED IDENTIFICATION

IDENTIFICATION PRODUCED

_____

_____

_____
NOTARY PUBLIC, STATE OF Florida

Daniel Martin
NOTARY PUBLIC PRINTED NAME

COMMISSION NUMBER GG 961459
COMMISSION EXPIRES 02/28/24

Daniel Alejandro Martin
Comm.#GG961459
Expires: Feb. 28, 2024
Bonded Thru Aaron Notary

Attachment: Declaration of Covenants (12583 : PLT-18-15 Fairways at Twisted Oaks Final Plat)

ASSOCIATION JOINDER

The Fairways at Twisted Oaks Homeowners' Association, Inc., a not-for-profit Florida corporation, whose mailing address is 2500 Weston Rd., Suite 311, Weston, FL 33331 hereby approves and joins in the Declaration of Covenants, Conditions and Restrictions of Oaks at Ocala Crossings South and the Exhibits attached thereto, and agrees to be bound by the terms thereof and will comply with and perform the terms and conditions of the Declaration.

In Witness Whereof, The Fairways at Twisted Oaks Homeowners' Association, Inc. has executed this Joinder on this 03 day of December, 2020.

Signed, sealed and delivered
in the presence of:

Name:

Name: Daniel Martin

The Fairways at Twisted Oaks Homeowners' Association, Inc.

By:
Name: Steven Fischer
Title: President

(Corporate Seal)

STATE OF Florida
COUNTY OF Broward

THE FORGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [] PHYSICAL PRESENCE OR [] ON LINE NOTARIZATION, THIS 03 OF December, 2020, BY Steven Fischer AS President OF THE FAIRWAYS AT TWISTED OAKS HOMEOWNERS' ASSOCIATION, INC., ON BEHALF OF THE CORPORATION.

NOTARY: CHECK ONE OF THE FOLLOWING
___ PERSONALLY KNOWN OR
___ PRODUCED IDENTIFICATION

IDENTIFICATION PRODUCED

NOTARY PUBLIC, STATE OF Florida

Daniel Martin
NOTARY PUBLIC PRINTED NAME

COMMISSION NUMBER GG961459
COMMISSION EXPIRES 02/28/24

Daniel Alejandro Martin
Comm.#GG961459
Expires: Feb. 28, 2024
Bonded Thru Aaron Notary

Attachment: Declaration of Covenants (12583 : PLT-18-15 Fairways at Twisted Oaks Final Plat)

EXHIBIT "A"

PROPERTY

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COMMENCE AT THE MOST WESTERLY CORNER OF LOT 1, BLOCK 12 OF LAUREL RIDGE NUMBER TWO AS SHOWN ON THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 15 AT PAGES 113 TO 120, INCLUSIVE, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE N41°21'17"W, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF W. REXFORD DRIVE AS SHOWN ON SAID MAP OR PLAT, A DISTANCE OF 25.39 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE NORTHWESTERLY BOUNDARY OF SAID LAUREL RIDGE NUMBER TWO; THENCE CONTINUE N41°21'17"W, ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 8.90 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 48°11'23"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 21.03 FEET TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N17°15'36"W, 20.41 FEET) TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 276°22'46"; THENCE NORTHERLY, WESTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 241.19 FEET TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S48°38'43"W, 66.67 FEET) TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 48°11'23"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 21.03 FEET TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S65°26'59"E, 20.41 FEET) TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE, SAID POINT BEING ON THE BOUNDARY OF AN EXISTING GOLF COURSE AS DESCRIBED IN OFFICIAL RECORDS BOOK 852 AT PAGE 111 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE ALONG SAID BOUNDARY THE FOLLOWING COURSES AND DISTANCES: S53°40'16"W, A DISTANCE OF 615.10 FEET; S06°49'50"W, A DISTANCE OF 200.33 FEET; N76°53'45"W, A DISTANCE OF 567.49 FEET; N67°01'20"W, A DISTANCE OF 142.36 FEET; N56°51'15"W, A DISTANCE OF 278.73 FEET; N50°33'59"W, A DISTANCE OF 157.53 FEET; N66°49'03"W, A DISTANCE OF 97.25 FEET; S48°04'48"W, A DISTANCE OF 181.23 FEET TO A POINT ON THE NORTHEASTERLY BOUNDARY OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 920 AT PAGE 1950 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE N68°36'06"W, ALONG SAID LANDS A DISTANCE OF 16.23 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1030.00 FEET AND A CENTRAL ANGLE OF 05°15'02"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 94.39 FEET TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S55°45'24"W, 94.36 FEET) TO THE POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE SOUTHEASTERLY HAVING A

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RADIUS OF 770.00 FEET AND A CENTRAL ANGLE OF 20°27'33"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 274.95 FEET TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S48°09'09"W, 273.49 FEET) TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 81.00 FEET AND A CENTRAL ANGLE OF 15°10'43"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 21.46 FEET TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S30°20'01"W, 21.40 FEET); THENCE S22°44'39"W, 55.10 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 119.00 FEET AND A CENTRAL ANGLE OF 10°58'20"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 22.79 FEET TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S28°13'49"W, 22.75 FEET); THENCE S33°42'59"W, 32.53 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 86°47'58"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 37.87 FEET TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S09°41'00"E, 34.35 FEET) TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF NORTH FOREST RIDGE BOULEVARD AS PER RECORD PLAT RECORDED IN PLAT BOOK 14, PAGES 29 TO 31 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, SAID POINT BEING THE POINT OF CUSP WITH A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1335.00 FEET AND A CENTRAL ANGLE OF 05°18'38"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 123.73 FEET TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N55°44'18"W, 123.69 FEET) TO THE POINT OF CUSP WITH A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 87°53'25"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 38.35 FEET TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N77°39'41"E, 34.70 FEET); THENCE N33°42'59"E, 72.95 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 830.00 FEET AND A CENTRAL ANGLE OF 24°39'57"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 357.31 FEET TO THE POINT OF TANGENCY (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N46°02'57"E, 354.56 FEET) TO THE POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 970.00 FEET AND A CENTRAL ANGLE OF 03°01'55"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 51.33 FEET TO A POINT ON A NON-TANGENT LINE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N56°51'58"E, 51.32 FEET), SAID LINE BEING THE AFORESAID NORTHEASTERLY BOUNDARY OF

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LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 920 AT PAGE 1950; THENCE N68°36'06"W, ALONG SAID NORTHEASTERLY BOUNDARY, 129.32 FEET; THENCE N42°29'19"E, LEAVING SAID LANDS, A DISTANCE OF 64.31 FEET TO THE AFOREMENTIONED BOUNDARY OF SAID GOLF COURSE; THENCE ALONG SAID BOUNDARY THE FOLLOWING COURSES AND DISTANCES: S68°36'06"E, A DISTANCE OF 16.08 FEET; N42°29'19"E, A DISTANCE OF 1523.30 FEET; N79°48'51"E, A DISTANCE OF 137.30 FEET; N87°28'03"E, A DISTANCE OF 185.82 FEET; THENCE DEPARTING SAID BOUNDARY, N02°31'57"W, A DISTANCE OF 30.00 FEET; THENCE N87°28'03"E, A DISTANCE OF 118.39 FEET; THENCE S80°47'51"E, A DISTANCE OF 263.79 FEET; THENCE S63°53'57"E, A DISTANCE OF 542.74 FEET; THENCE N14°53'57"E, A DISTANCE OF 136.26 FEET; THENCE S75°06'03"E, A DISTANCE OF 30.00 FEET TO THE AFOREMENTIONED BOUNDARY OF SAID GOLF COURSE; THENCE ALONG SAID BOUNDARY THE FOLLOWING COURSES AND DISTANCES: N14°53'57"E, A DISTANCE OF 127.62 FEET; N87°47'27"E, A DISTANCE OF 384.52 FEET; S40°40'40"E, A DISTANCE OF 230.45 FEET; S35°46'56"W, A DISTANCE OF 644.88 FEET; S58°32'03"W, A DISTANCE OF 390.59 FEET; S33°54'28"W, A DISTANCE OF 110.89 FEET TO A POINT ON THE BOUNDARY OF SAID LAUREL RIDGE NUMBER TWO; THENCE S58°44'02"W, ALONG SAID BOUNDARY A DISTANCE OF 121.88 FEET TO THE POINT OF BEGINNING.

CONTAINING 59.70 ACRES, MORE OR LESS.

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EXHIBIT "B"

ARTICLES

Attachment: Declaration of Covenants (12583 : PLT-18-15 Fairways at Twisted Oaks Final Plat)

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ARTICLES OF INCORPORATION FOR
THE FAIRWAYS AT TWISTED OAKS HOMEOWNERS ASSOCIATION, INC.
(a corporation not-for-profit)

The undersigned, acting as Incorporator(s) of a corporation pursuant to Chapter 617, Florida Statutes, and Chapter 720, Florida Statutes, adopt(s) the following Articles of Incorporation:

ARTICLE I - NAME

The name of the corporation shall be the Fairways at Twisted Oaks Homeowners Association, Inc., a Florida limited liability company (the "**Association**").

ARTICLE II – DEFINITIONS

Each term used herein, except as otherwise defined herein, is defined in the Declaration of Covenants, Conditions, and Restrictions of the Fairways at Twisted Oaks Homeowners Association, Inc. (the "**Declaration**") recorded, or to be recorded, among the Public Records of Citrus County, Florida by Twisted Oaks Properties, LLC, a Florida limited liability company (the "**Declarant**") and shall have the same meaning or definition ascribed thereto in the Declaration.

ARTICLE III - PRINCIPAL PLACE OF BUSINESS AND MAILING ADDRESS

The principal place of business and mailing address of the corporation shall be 2500 Weston Road, Suite 311, Weston, Florida 33331.

ARTICLE IV - PURPOSE(S)

The corporation is organized as a corporation not-for-profit under Chapter 617 of the laws of the State of Florida, subject to the extent applicable, to Chapter 720 of the laws of the State of Florida. The specific purposes for which the corporation is organized are:

Section 1. To promote the health, safety and social welfare of the Owners of Property within the residential community of Fairways at Twisted Oaks as described in the Declaration.

Section 2. To own and maintain, repair and replace the Association Property and the Common Areas and other items, including landscaping and other improvements in and/or benefiting said Association Property and Common Areas, for which the obligation to maintain and repair has been delegated and accepted.

Section 3. To control the specifications, architecture, design, appearance, elevation and location of, and landscaping around, all buildings and improvements in the Community as provided for in the Declaration, which may include walls, fences, swimming pools, sewers, drains, disposal systems or other structures constructed, placed or permitted to remain in the Property, as well as the alteration, improvement, addition or change thereto.

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Section 4. To operate without profit for the benefit of its Members.

Section 5. To perform those functions granted to or reserved by the Association in the Declaration.

ARTICLE V - GENERAL POWERS

The Association shall have all of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set out in these Articles, the Bylaws or the Declaration including, without limitation, the following:

Section 1. To hold funds solely and exclusively for the benefit of the Members for the purposes set forth in these Articles of Incorporation.

Section 2. To promulgate and enforce rules, regulations, bylaws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized.

Section 3. To delegate power or powers where such is deemed in the interest of the Association.

Section 4. To affix assessments to be levied against Lots within the Property and the costs of effectuating the objects and purposes of the Association and to create reasonable reserves for such expenditures, and to authorize its Board of Directors, in its discretion, to enter into agreements with mortgage companies and other organizations for the collection of such assessments.

Section 5. To pay taxes and other charges, if any, on or against the Association Property and the Common Area.

Section 6. To have all express powers conferred upon the Association by the Declaration, Chapter 720, Florida Statutes, and to have all powers conferred upon a corporation by the laws of the State of Florida, including Chapter 617, except as prohibited herein.

Section 7. To own, convey, buy or otherwise acquire, sell or otherwise dispose of, mortgage or otherwise encumber, exchange, lease, hold, use, operate and otherwise deal in and with real, personal and mixed property of all kinds and any right or interest therein of the Association for purposes of advancing the common interests of all Owners of any portion of the Property.

Section 8. To borrow money for any purpose subject to all limitations in the Declaration or Bylaws.

Section 9. To sue and be sued.

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Section 10. To adopt, alter and amend or repeal such Bylaws as may be necessary or desirable for the proper management of the affairs of the Association, provided, however, such Bylaws may not be inconsistent with or contrary to any provisions of the Declaration.

Section 11. To own and control Common Area land where the Surface Water Management Systems are located to the extent necessary to operate and maintain Surface Water Management System facilities, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplains compensation areas, wetlands and any associated buffers, if any, wetland mitigation areas, as applicable and required by the Permit, preserve areas, if any, and drainage easements and to contract for services to provide for such operation and maintenance.

Section 12. To contract for services for the operation, maintenance, and management of Common Areas and Association Property and all other property dedicated to or maintained by the Association.

Section 13. To mortgage or convey Common Area with the affirmative vote of at least two-thirds of the Class A Membership.

ARTICLE VI- MANNER OF ELECTION OF DIRECTORS

Directors shall be elected or appointed in accordance with the provisions of the Bylaws of the Association.

ARTICLE VII - MEMBERS

Section 1. Every Owner of a Lot shall be a Member of the Association and subject to the terms and conditions of the Declaration. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to Assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners, with the exception of the Declarant (until the expiration of the Class M Membership) and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to three (3) votes for each of the votes held by all other Members of the Association plus one (1) vote; provided, however, that notwithstanding any provision to the contrary, the Declarant shall have the right to appoint the entire Board of Directors of the Association until three months after 90% of the Lots have been conveyed to Owners other than the Declarant or its designated successor or assigns or to Builders, or at an earlier date at the sole discretion of the Declarant unless otherwise provided by applicable

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law ("Turnover"). At such time, the Declarant shall call a meeting in accordance with the provisions herein for Special Meetings, to provide for the turnover of control of the Board of Directors to the Owners. The Declarant shall have the right, in its sole discretion, to appoint one member of the Board of Directors for so long as the Declarant owns at least five percent (5%) of the Lots within the Property. Upon expiration of the Class B membership, the Declarant shall become a Class A Member for each Lot it still owns.

ARTICLE VIII - DIRECTORS

The Board of Directors of the Corporation shall be comprised of at least three (3) directors. The members of the Board of Directors and their street addresses are:

Director:	Street Address:
Steven Fischer_____ _____	2500 Weston Road Suite 311 Weston, Fl. 33331 _____
Susan Cohen-Fischer _____ _____	2500 Weston Road Suite 311 Weston, Fl. 33331 _____
Jordan Fischer_____ _____	2500Weston Road Suite 311 Weston ,Fl. 33331 _____

As long as Declarant or its designated successor or assigns shall have the right to appoint the entire Board of Directors, Directors need not be Members of the Association and need not be residents of the State of Florida. All Directors appointed by the Declarant shall serve at the pleasure of the Declarant, and may be removed from office, and a successor Director may be appointed at any time by the Declarant.

At the first annual election to the Board of Directors where Directors are elected by the Members, the term of office of the elected Director receiving the highest plurality of votes shall be established at two (2) years, with the other elected Directors to serve for a term of one (1) year. Elections shall be by plurality votes. All Directors shall hold office until the election of new directors at the next annual meeting or resignation of said Director. Each year thereafter, as many Directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such time, and the term of the Director so elected or appointed at each annual election shall be for two (2) years expiring at the second annual election following their election, and thereafter until their successors are duly elected and qualified, or until removed from office with or without cause by the affirmative vote of a majority of the Members which elected or appointed them.

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ARTICLE IX - OFFICERS

The Officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time, by resolution, create. Any two or more offices may be held by the same person except the offices of President and Secretary. Officers shall be elected for one (1) year terms in accordance with the procedures set forth in the Bylaws. The names of the Officers who are to manage the affairs of the Association until the next annual meeting of the Board of Directors and until their successors are duly elected and qualified are:

President:	Steven Fischer_____
	_____
	_____
Vice President:	Jordan Fischer_____
	_____
	_____
Secretary and Treasurer:	Susan Cohen-Fischer_____
	_____
	_____

ARTICLE X- REGISTERED AGENT, MAILING ADDRESS AND STREET ADDRESS

The street and mailing address of the Corporation's initial registered office is 2500 Weston Road, Suite 311, Weston, Florida 33331 and the name of the initial Registered Agent at such address is Twisted Oaks Properties, LLC, a Florida limited liability company.

ARTICLE XI - CORPORATE EXISTENCE

The Association shall have perpetual existence. If the Association is dissolved, the control or right of access to the property containing the surface water management system facilities and other dedicated property and related infrastructure shall be conveyed or dedicated to an appropriate, non-profit corporation, governmental unit or public unit in accordance with the Declaration.

ARTICLE XII - BYLAWS

The Board of Directors shall adopt Bylaws consistent with these Articles.

ARTICLE XIII - AMENDMENTS TO ARTICLES OF INCORPORATION AND BYLAWS

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Amendment of these Articles requires the approval of at least two-thirds of the membership votes. Notwithstanding the foregoing; (a) for so long as the Declarant has the right to appoint the entire Board of Directors of the Association, the Declarant or its successor or assign shall be permitted to unilaterally amend these Articles; and (b) for so long as Declarant owns any portion of the Property, no amendment of these Articles shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, the Declarant, unless the Declarant joins in the execution of the amendment.

Such amendments shall be subject to the prior approval required by any appropriate governmental agency. Notwithstanding anything to the contrary herein contained, amendments for correction of scrivener's errors may be made by the Board of Directors of the Association alone without the need of consent of any other person. Notwithstanding the foregoing, matters stated herein to be or which are in fact governed by the Declaration may not be amended except as provided in such Declaration. Additionally, the provisions which are governed by the By-laws of this Association may not be amended except as provided in the By-laws.

Any amendment to these Articles that would alter the Surface Water Management System, wet detention or any water management areas of the Common Areas must have the prior approval of the WMD. Any such proposed amendments must be submitted to the WMD for a determination of whether the amendment necessitates a modification to the WMD Permit. If the proposed amendment necessitates a modification to the WMD Permit, the modification to the WMD Permit must be approved by the WMD prior to the amendment to these Articles.

ARTICLE XIV- INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. The Association hereby indemnifies any Director or Officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

(a) Whether civil, criminal, administrative or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for any act alleged to have been committed by such person in his capacity of Director or Officer of the Association, or in his capacity as a Director, Officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or Officer did not act in good faith in the reasonable belief that such action was in the best interests of the Association or that he had reasonable grounds for belief that such action was unlawful.

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(b) By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or Officer of the Association, or by reason of his being or having been a Director, Officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association. Such person shall not be entitled to indemnification in relation to matters as to which such person has been adjudged to have been guilty of negligence or misconduct in the performance of his duty to the Association unless and only to the extent that the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

Section 2. The Board of Directors shall determine whether amounts for which a Director or Officer seeks indemnification were properly incurred and whether such Director or Officer acted in good faith and in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.

Section 3. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

ARTICLE XV - TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

Section 1. With the exception of Directors and Officers appointed by the Class B Members, any financial or familial interest of an Officer or Director in any contract or transaction between the Association and one (1) or more of its Directors or Officers, or between the Association and any other corporation, partnership, association or other organization in which one (1) or more of its Directors or Officers are directors or officers, or have a financial interest, shall be disclosed, and further shall not be voidable solely for this reason, or solely because the Director or Officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction or solely because his or their votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

Section 2. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction, but must abstain from voting on the issue.

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ARTICLE XVI - DISSOLUTION

The Association may be dissolved if three-fourths (3/4) of the votes cast at a duly held meeting of the Members of the Association vote in favor of dissolution. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE XVII – INCORPORATOR

The name and address of the Incorporator is:

Name: Twisted Oaks Properties, LLC, a Florida limited liability company

Address: 2500 Weston Road, Suite 311, Weston, Florida 33331

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation as Incorporator thereof this 15 day of September, 2020.

_____
Twisted Oaks Properties, LLC
Incorporator
By; Executive Real Estate Holdings,LLC
Its manager,
By; S&S Fischer Holdings,L.P.
Its manager
By; S&S Fischer Holdings,LLC
Its manager

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 03 day of December, 2020, by Steven Fischer who is personally known to me or who has produced a Florida driver's license as identification.

Daniel Alejandro Martin
Comm.#GG961459
Expires: Feb. 28, 2024
Bonded Thru Aaron Notary

_____
Notary Public
Name: Daniel Martin
Serial Number:
Commission Expires: 02/28/24

Fax Audit Number:
4821-6669-2499.2
155918/00001

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REGISTERED AGENT

The undersigned hereby accepts appointment as Registered Agent of Fairways at Twisted Oaks Homeowners Association, Inc. this 15 day of September, 2020.

By: _____
Name: Steven Fischer
Title: President

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EXHIBIT "C"

BYLAWS

Attachment: Declaration of Covenants (12583 : PLT-18-15 Fairways at Twisted Oaks Final Plat)

BYLAWS OF
THE FAIRWAYS AT TWISTED OAKS HOMEOWNERS ASSOCIATION, INC.

A corporation not-for-profit organized
under the laws of the State of Florida

1. Identity. These are the Bylaws of the THE FAIRWAYS AT TWISTED OAKS HOMEOWNERS' ASSOCIATION, INC., (the "**Association**"), a corporation not for profit incorporated under the laws of the State of Florida, and organized for the purpose of administering that residential Community known as Fairways at Twisted Oaks located in Citrus County, Florida (the "**Property**").

   1.1 Principal Office. The principal office of the Association shall be at 2500 Weston Road, Suite 311, Weston Florida 33331, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office.

   1.2 Fiscal Year. The fiscal year of the Association shall be the calendar year.

   1.3 Seal. The seal of the Association shall bear the name of the corporation, the word "Florida," the words "Corporation Not for Profit," and the year of incorporation.

2. Definitions. For convenience, these Bylaws shall be referred to as the "Bylaws" and the Articles of Incorporation of the Association as the "Articles." The other terms used in these Bylaws shall have the same definition and meaning as those set forth in that certain Declaration of Covenants, Conditions and Restrictions of the Fairways at Twisted Oaks (the "Declaration"), unless herein provided to the contrary, or unless the context otherwise requires.

3. Members. The members of the Association ("**Members**") shall be as specified in the Articles and Declaration.

   3.1 Annual Meeting. The annual Members' meeting shall be held on the date, at the place and at the time determined by the Board from time to time, provided that there shall be an annual meeting every calendar year. To the extent possible, the annual meeting shall be held during October, November or December and no later than thirteen (13) months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors and to transact any other business authorized to be transacted by the Members, or as stated in the notice of the meeting sent to Members in advance thereof.

   3.2 Special Meeting. Special Members' meetings shall be held at such places as provided herein for annual meetings, and may be called by the President or by a majority of the Board. A special meeting must be called by the President or Secretary upon receipt of a written request from a majority of the Members of the Association. The business conducted at a special meeting shall be limited to the

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purposes stated in the notice of the meeting.

3.3 Notice of Meeting; Waiver of Notice. Notice of a meeting of Members stating the time and place and the purpose(s) for which the meeting is called shall be given by the President or Secretary. A copy of the notice shall be posted at a conspicuous place within the Property. The notice of the annual meeting shall be hand delivered or sent by mail to each Owner, unless the Owner waives in writing the right to receive notice of the annual meeting by signing a waiver of notice, in person or by proxy, either before or after the meeting. The delivery or mailing shall be to the address of the Member as it appears on the roster of Members described in Section 10 hereof. The posting and mailing of the notice shall be effected not less than fourteen (14) days, nor more than sixty (60) days, prior to the date of the meeting. Proof of posting or hand delivery may be given by affidavit, and proof of mailing of the notice may be given by retention of post office receipts, or by affidavit. Notice of an annual meeting need not include a description of the purpose or purposes for which the meeting is called. Notice of a special meeting must include a description of the purpose or purposes for which the meeting is called.

Notice of Member annual or special meetings may be waived before or after the meeting. The attendance of any Member (or person authorized to vote for such member) shall constitute such Member's waiver of notice of such meeting, except when his (or his authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

3.4 Quorum. A quorum at Members' meetings shall be attained by the presence, either in person or by proxy, of persons entitled to cast thirty percent (30%) of the votes of Members, unless a higher number is specifically provided elsewhere in the Declaration, the Articles or these Bylaws. If voting rights of any Member are suspended pursuant to the provisions of the Declaration or these Bylaws, the vote(s) of such Member shall not be counted for the purpose of determining the presence of a quorum and the total number of authorized votes shall be reduced accordingly during the period of such suspension.

3.5 Voting.

(a) Classes of Voting Membership. The Association shall have two (2) classes of Members, each with voting rights as follows:

Class A. Class A Members shall be all Owners, including Declarant after the expiration of the Class B Membership. Class A Members shall be entitled to one (1) vote for each Lot they own.

Class B. The Class B Member shall be Declarant. The Class B Member shall be entitled to three (3) votes for each vote Class A Members are entitled to cast at any time plus one (1) vote. The Class B Membership

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shall cease upon the first to occur of the following, unless otherwise provided by applicable law:

(i) three (3) months after ninety percent (90%) of the Lots in the Property that will ultimately be operated by the Association have been conveyed to Members; or

(ii) termination of the Class B Membership by resignation of all Declarant-appointed directors and delivery to the Secretary of the Association of a certificate in recordable form, signed by Declarant and stating that Declarant elects to terminate the Class B Membership. Upon termination of the Class B Membership, Declarant shall retain any voting rights it may have as a Class A Member. Upon expiration of the Class B membership, the Declarant shall become a Class A Member for each Lot it still owns; or

(iii) as otherwise required by applicable law.

Notwithstanding the foregoing, Declarant shall be entitled to appoint at least one (1) member of the Board of Directors of the Association as long as Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots within the Property. After Declarant relinquishes control of the Association, Declarant may exercise the right to vote any Declarant owned voting interest in the same manner as any other Member, except for purposes of reacquiring control of the Association or selecting the majority of the Members of the Board of Directors.

(b) Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Members for all purposes except where otherwise provided by law, the Declaration, the Articles or these Bylaws. As used in these Bylaws, the Articles or the Declaration, the terms "majority of the Members" and "majority of the Members" shall mean a majority of the votes of Members and not a majority of the Members themselves and shall further mean more than 50% of the then total authorized votes present in person or by proxy and voting at any meeting of the Members at which a quorum shall have been attained. Similarly, if some greater percentage of Members is required herein or in the Declaration or Articles, it shall mean such greater percentage of the votes of Members and not of the Members themselves.

(c) Voting Owner. If a Lot is owned by one person, his right to vote shall be established by the roster of Members. If a Lot is owned by more than one person, the person entitled to cast the vote for the Lot shall be designated by a certificate signed by all of the record Owners of the Lot according to the roster of Owners and filed with the Secretary of the Association. Such

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person need not be a Lot Owner, nor one of the joint owners. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Lot concerned. A certificate designating the person entitled to cast the vote for a Lot may be revoked by any record owner of an undivided interest in the Lot. If a certificate designating the person entitled to cast the vote for a Lot is not on file or has been revoked, the vote of the Member(s) of such Lot shall not be considered in determining whether a quorum is present, nor for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such certificate is filed, except if the Lot is owned jointly by a husband and wife. If a Lot is owned jointly by a husband and wife, they may, without being required to do so, designate a voting Member in the manner provided above. Such designee need not be an Owner. In the event a husband and wife do not designate a voting member, the following provisions shall apply:

(i) If both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting, and their vote shall not be considered in determining whether a quorum is present on that subject at the meeting (and the total number of authorized votes in the Association shall be reduced accordingly for such subject only).

(ii) If only one is present at a meeting, the person present shall be counted for purposes of a quorum and may cast the Lot vote just as though he or she owned the Lot individually, and without establishing the concurrence of the absent person.

(iii) If both are present at a meeting and concur, either one may cast the vote.

(d) Corporation. If a Lot is owned by a corporation or other entity, the Chairman of the Board, President, Vice President, Secretary, or Treasurer of the Corporation holding such Membership in the Association, and any like officer of a foreign corporation whether for profit or not for profit, holding a Membership in the Association, shall be deemed by the Association to have the authority to vote on behalf of the Corporation and to execute proxies and written waivers and consents in relation thereto, unless before a vote is taken on a waiver of consent is acted upon it is made to appear by certified copy of the Bylaws or Resolution of the Board of Directors or executive committee of the Corporation that such authority does not exist or is vested in some other officer or person. In absence of such certification, the person executing any such proxies, waivers or consents or presenting himself at a meeting as one of such officers of a Corporation shall be for the purposes of this Section conclusively deemed to be duly elected, qualified and acting as such officer and be fully

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authorized. In the case of conflicting representation, the corporate Member shall be deemed to be represented by its Senior Officer, in the order first stated in this subsection.

3.6 Proxies. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawfully adjourned and reconvened meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be dated, must state the date, time, and place of the meeting for which it was given, and signed by the person authorized to cast the vote for the Lot (as above described) and filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. Holders of proxies need not be Owners. If the proxy form expressly so provided, any proxy holder may appoint, in writing, a substitute to act in his place.

3.7 Adjourned Meetings. Adjournment of an Annual or Special meeting to a different date, time, or place must be announced at the meeting before an adjournment is taken, or notice must be given of the new date, time, or place pursuant to the notice provision of the Bylaws. If a new record date for the adjourned meeting is or must be fixed, notice of the adjourned meeting must be given to persons who are entitled to vote and are Members as of the new record date but were not Members as of the previous record date. If any proposed meeting cannot be organized because a quorum has not been attained, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting. Except as provided by law, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.

3.8 Order of Business. If a quorum has been attained, the order of business at annual Members' meetings, and, if applicable, at other Members' meetings, shall be:

(a) Call to order by President;

(b) Appointment by the President of a chairman of the meeting (who need not be a Member or a Director);

(c) Proof of notice of the meeting or waiver of notice;

(d) Reading of minutes;

(e) Reports of officers;

(f) Reports of committees;

(g) Appointment of inspectors of election;

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(h) Determination of number of Directors;

(i) Election of Directors;

(j) Unfinished business;

(k) New business;

(l) Adjournment.

Such order may be waived in whole or in part by direction of the chairman.

3.9 Minutes of Meeting. Minutes of all meetings of the Members of the Association must be maintained in written form or in another form that can be converted into written form within a reasonable time. The minutes of all meetings of Members shall be kept in a book available for inspection by Members or their authorized representatives or board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven years.

3.10 Delinquent Members. If any Assessment or portion thereof imposed against a Member remains unpaid for ninety (90) days following its due date, such Member's voting rights in the Association shall be automatically suspended until all past due Assessments and other sums then due are paid, whereupon the voting rights shall be automatically reinstated. Delinquent Members shall not be eligible to serve on the Board of Directors.

3.11 Action Without A Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action herein required to be taken at any annual or special meeting of Members, or any action which may be taken at any annual or special meeting of such Members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken shall be signed by the Members (or persons authorized to cast the vote of any such Member as elsewhere herein set forth) having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of such Members at which a quorum of such Members (or authorized persons) entitled to vote thereon were present and voted.

Written consent shall not be effective to take the Association action referred to in the consent unless the consent is signed by the Members having the requisite number of votes necessary to authorize the action within sixty (60) days of the date of the earliest dated consent and is delivered in the manner required by this Section.

Any written consent may be revoked prior to the date that the Association receives the required number of consents to authorize the proposed action. A revocation is not effective unless in writing and until received by the Association, or received by the Secretary or other officer or agent of the Association.

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A consent signed under this Section has the effect of a meeting vote and may be described as such in any document. Whenever action is taken pursuant to this Section, the written consent of the Members consenting to such action or the written reports of inspectors appointed to tabulate such consents must be filed with the minutes of proceedings of the Members.

Within ten (10) days after obtaining such authorization by written consent, notice must be given to Members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

3.12 Recording. Any Member may tape record or videotape meetings of the Membership. The Board of Directors of the Association may adopt reasonable rules governing the taping of meetings of the Membership.

4. Directors

4.1 Membership. The affairs of the Association shall be managed and governed by a Board of Directors (the "Board") of not less than three (3) prior to the Declarant's turnover of control of the Association to Members other than Declarant; of not less than three (3) after the Declarant's turnover of such control; and in no event more than five (5) "Directors", the exact number initially to be as set forth in the Articles, and thereafter, except as provided herein, to be determined from time to time upon majority vote of the membership.

4.2 Election of Directors. The election of Directors shall be conducted in accordance with Chapter 720.306, Florida Statutes, and the following manner:

(a) Election of Directors shall be held at the annual Members' meeting, except as provided herein to the contrary.

(b) Nominations for Directors shall be made in advance of the meeting and no nominations from the floor shall be accepted if ballots are accepted in advance of the meeting.

(c) The election shall be by written ballot (unless dispensed with by majority consent of the Owners represented at the meeting) and decided by a plurality of the votes cast for each candidate.

(d) All Members of the Association shall be eligible to serve on the Board of Directors unless otherwise provided by Florida law, and a Member may nominate himself as a candidate for the Board.

4.3 Vacancies and Removal.

(a) Except as to vacancies resulting from removal of Directors by Members, vacancies on the Board occurring between annual meetings of Members shall be filled by majority action of the remaining Director(s), provided that all vacancies in directorships to which Directors were appointed by

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the Declarant pursuant to the provisions of Section 4.17 hereof shall be filled by the Declarant without the necessity of any meeting.

(b) Any Director elected by the Members may be removed from office with or without cause by the vote or agreement by a majority of all votes of the Membership. The vacancy in the Board so created shall be filled by the Members at the same meeting or at a meeting of the Membership shortly thereafter. The conveyance of all Lots owned by a Director in the Community who owned one or more Lots at the time he was elected or appointed (other than appointees of the Declarant) shall constitute the resignation of such Director.

(c) Until a majority of the Directors are elected by the Members other than the Declarant, no Directors named by the Declarant shall be subject to removal by Members other than the Declarant. Directors appointed by the Declarant and Directors replacing them may be removed and replaced by the Declarant without the necessity of any meeting.

(d) If a vacancy on the Board of Directors results in there being no incumbent Directors, any Member may apply to the Circuit Court within whose jurisdiction the Property lies for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the Circuit Court, the Member shall mail to the Association and post in a conspicuous place in the Property a notice describing the intended action and giving the Association an opportunity to fill the vacancy(ies) in accordance with these Bylaws. If, during such time, the Association fails to fill the vacancy(ies), the Member may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs and attorneys' fees. The receiver shall have all powers and duties of a duly constituted Board and shall serve until the Association fills the vacancy(ies) on the Board sufficient to constitute a quorum in accordance with these Bylaws.

4.4 Term. Except as provided herein to the contrary, the term of each Director's service shall extend until the annual meeting of the Members two years from the date of such Director's election and subsequently until his successor is duly elected and qualified as provided for in the Articles of Incorporation, or until he is removed in the manner elsewhere provided.

4.5 Organizational Meeting. The organizational meeting of newly-elected or appointed members of the Board shall be held within ten (10) days of their election or appointment at such place and time as shall be fixed by the Directors at the meeting at which they were elected or appointed, and no further notice to or by the Board of the organizational meeting shall be necessary.

(a) All meetings of the Board must be open to all Members except for meetings between the Board and its attorney with respect to proposed or

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pending litigation where the contents of the discussion would otherwise be governed by attorney client privilege. Notices of all Board meetings must be posted in a conspicuous place in the Property at least 48 hours in advance of a meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place in the Property , notice of each Board meeting must be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. An assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of officers. This subsection also applies to the meetings of any committees or other similar body, including anybody vested with the powers to approve or disapprove architectural decisions with respect to a specific parcel of residential property owned by a Member.

4.6 Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, and shall be transmitted at least three (3) days prior to the meeting. Regular meetings of the Board shall be open to all Members and notice of such meetings shall be posted conspicuously in the Community at least forty-eight (48) hours in advance for the attention of the Members of the Association, except in the event of an emergency. Members shall not be permitted to participate, and need not be recognized at any such meeting.

4.7 Special Meetings. Special meetings of the Directors may be called by the President, and must be called by the President or Secretary at the written request of two-thirds (2/3rds) of the Directors. Notice of the meeting shall be given personally by mail, telephone or telegraph to each Director, which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than three (3) days prior to the meeting. Special meetings of the Board shall be open to all Members and notice of a special meeting shall be posted conspicuously in the Property at least forty-eight (48) hours in advance for the attention of the Members of the Association, except in the event of an emergency. Members shall not be permitted to participate, and need not be recognized, at any such meeting.

4.8 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

4.9 Quorum. A quorum at Directors' meetings shall consist of a majority of the then incumbent Directors. The acts approved by a majority of those present at a

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meeting at which a quorum is present shall constitute the acts of the Board, except when approval by a greater number of Directors is specifically required by the Declaration, the Articles or these Bylaws.

4.10 Adjourned Meetings. If, at any proposed meeting of the Board, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

4.11 Presiding Officer. The presiding officer at the Directors' meetings shall be the President (who may, however, designate any other person to preside).

4.12 Order of Business. If a quorum has been attained, the order of business at Directors' meetings shall be:

(a) Proof of due notice of meeting;

(b) Reading and disposal of any unapproved minutes;

(c) Reports of officers and committees;

(d) Election of officers;

(e) Unfinished business;

(f) New business;

(g) Adjournment.

Such order may be waived in whole or in part by direction of the presiding officer.

4.13 Minutes of Meetings. Minutes of all meetings of the Board of Directors must be maintained in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting on each matter voted upon for each Director present at the Board meeting must be recorded in the minutes. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Members or their authorized representative or board member at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

4.14 Recording. Any Member may tape record or videotape meetings of the Board of Directors. The Board of Directors of the Association may adopt reasonable rules governing the taping of meetings of the Board of Directors.

4.15 Committees. The Board of Directors by resolution adopted by a majority of the

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full Board of Directors, may designate from among its members an executive committee and one or more other committees each of which, to the extent provided in such resolution or in the Articles of Incorporation or the Bylaws, shall have and may exercise all of the authority of the Board of Directors, except that no such committee shall have the authority to:

(a) Approve or recommend to members actions or proposals required by this act to be approved by members;

(b) Fill vacancies on the Board of Directors or any committee thereof; or

(c) Adopt, amend, or repeal the Bylaws.

The provisions of the Bylaws governing meetings, notice and waiver of notice, quorum and voting requirements of the Board of Directors shall apply to all committees and their members as well.

Each committee must have two or more members who serve at the pleasure of the Board of Directors. The Board, by resolution adopted, may designate one or more director(s) as alternative members of any such committee who may act in the place instead of any absent member at any meeting of such committee.

Neither the designation of any such committee, and delegation thereto of authority, nor action by such committee pursuant to such authority shall alone constitute compliance by any member of the Board of Directors not a member of the committee in question with his responsibility to act in good faith, in a manner he reasonably believes to be in the best interest of the Association, and with such care as an ordinary prudent person in a like position would use under similar circumstances.

4.16 Architectural Review Committee. As provided in the Declaration, the Board of Directors shall create an Architectural Review Board ("**ARB**"), composed of not less than three (3) nor more than five (5) persons appointed by the Board, or, in the Board's discretion, the Board from time to time may constitute itself as the ARB. To the extent not inconsistent with the Declaration, the provisions of Section 4.15 shall apply to the ARB.

4.17 Declarant Control of Board; Turnover. So long as there shall be a Class B Membership as set forth in the Declaration, vesting voting control of the Association in the Declarant, the Declarant shall have the right to appoint and replace all Directors and Officers.

Declarant shall be entitled to appoint at least one (1) member of the Board of Directors of the Association as long as Declarant holds for sale in the ordinary course of business at least five (5%) percent of the Lots in the Community. After Declarant relinquishes control of the Association, Declarant may exercise the right to vote any Declarant owned voting interest in the same manner as any other

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Member, except for purposes of reacquiring control of the Association or selecting the majority of the Members of the Board of Directors.

The Declarant shall turn over control of the Association to Members other than the Declarant upon termination of the Class B Membership, as set forth in Section 3.5 above, by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Members other than the Declarant to elect Directors and assume control of the Association. Provided at least thirty (30) days' notice of Declarant's decision to cause its appointees to resign is given to Members, neither the Declarant, nor such appointees, shall be liable in any manner in connection with such resignations even if the Members other than the Declarant refuse or fail to assume control. Control of the Association shall be deemed "turned over" upon (i) termination of the Class B Membership and (ii) resignation of all Declarant appointed Directors. Upon such turnover the Declarant shall retain all voting rights incident to its ownership of Lots.

Within a reasonable time after control of the Association is turned over to Members other than the Declarant, (but not more than ninety (90) days after such event) the Declarant shall deliver to the Association all property of the Members and of the Association held by or controlled by the Declarant, including, but not limited to, the following items, if applicable:

(a) The original or a photocopy of the recorded Declaration, and all amendments thereto. If a photocopy is provided, the Declarant must certify by affidavit that it is a complete copy of the actual recorded Declaration;

(b) A certified copy of the Articles of Incorporation for the Association;

(c) A copy of the Bylaws of the Association;

(d) The Minute Books, including all minutes, and other books and records of the Association;

(e) Any rules and regulations which have been adopted;

(f) Resignations of resigning officers and Board members who were appointed by the Declarant;

(g) The financial records, including financial statements of the Association, and source documents since the incorporation of the Association to the date of turnover. The records may be reviewed, at the Association's expense, by an independent certified public accountant;

(h) Association funds or the control thereof;

(i) All tangible personal property that is the property of the Association, and an inventory of such property;

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(j) Insurance policies;

(k) Copies of any Certificates of Completion which may have been issued for the Common Areas;

(l) Any other permits issued by governmental bodies applicable to the Common Areas in force or issued within one (1) year prior to the date the Members take control of the Association;

(m) All written warranties of contractors, subcontractors, suppliers and manufacturers, if any, that are still effective with respect to the Common Areas;

(n) A roster of Members and their addresses and telephone numbers, if known, as shown on the Association's records;

(o) Leases to which the Association is a party, if applicable;

(p) Employment contracts or service contracts in which the Association is one of the contracting parties, or service contracts in which the Association or Members have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person or persons performing the service; and,

(q) All other contracts to which the Association is a party.

(r) All deeds to the Common Areas owned by the Association.

(s) A list of the names, addresses and telephone numbers of all contractors, subcontractors and others in the employ of the Association at the time the control of the Association is turned over to Members other than Declarant.

4.18 Official Records. The Association shall maintain each of the following items, when applicable, which constitute the Official Records of the Association:

(a) Copies of any plans, specifications, permits, and warranties related to improvements constructed on the Common Areas or other property that the Association is obligated to maintain, repair, or replace, if any;

(b) A copy of the Bylaws of the Association and of each Amendment to the Bylaws;

(c) A copy of the Articles of Incorporation of the Association and of each Amendment thereto;

(d) A copy of the Declaration of Covenants and a copy of each Amendment thereto;

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(e) A copy of the current Rules of the Association;

(f) The minutes of all meetings of the Board of Directors and of the Members, which minutes must be retained for at least seven (7) years;

(g) A current roster of all Members and their mailing addresses and parcel identification;

(h) All of the Association's insurance policies or a copy thereof, which policies must be retained for at least seven (7) years;

(i) A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease, or other contract under which the Association has an obligation or responsibility. Bids received by the Association for work to be performed must also be considered Official Records and must be kept for a period of one (1) year;

(j) The financial and accounting records of the Association, kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least seven (7) years. The financial and accounting records must include:

(i) Accurate, itemized, and detailed records of all records and expenditures.

(ii) A current account and a periodic statement of the account for each Member, designating the name and current address of each Member who is obligated to pay assessments, the due date and the amount of each assessment or other charge against the Member, the date and amount of each payment on the account, and the balance due.

(iii) All tax returns, financial statements, and financial reports of the Association.

(iv) Any other records that identify, measure, record, or communicate financial information.

4.19 Inspection and Copying of Records. The Official Records shall be maintained within the State in accordance with Chapter 720, Florida Statutes, and must be open to inspection and available for photocopying by Members or their authorized agents at reasonable times and places within ten (10) business days after receipt of a written request for access. This subsection may be complied with by having a copy of the Official Records available for inspection or copying in the Property.

(a) The failure of the Association to provide access to the records within ten (10) business days after receipt of a written request creates a rebuttable presumption that the Association willfully failed to comply with this

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subsection.

(b) A Member who is denied access to the Official Records is entitled to the actual damages or minimum damages for the Association's willful failure to comply with this subsection. The minimum damages are to be $50.00 per calendar day up to ten (10) days, the calculation to begin on the eleventh (11th) business day after receipt of the written request.

(c) The Association may adopt reasonable written rules governing the frequency, time, location, notice, and manner of inspections, and may impose fees to cover the costs of providing copies of the Official Records, including, without limitation, the costs of copying so long as such costs are in accordance with the provisions of Chapter 720. The Association shall maintain an adequate number of copies of the recorded governing documents, to insure their availability to Members, and prospective members and may charge only its actual costs for reproducing and furnishing these documents to those persons who are entitled to receive them.

5. Powers and Duties. The Board shall have the powers and duties necessary for the management and administration of the affairs of the Association and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Articles or these Bylaws may not be delegated to the Board by the Members. Such powers and duties of the Board shall include, without limitation (except as limited elsewhere herein), the following:

(a) Operating and maintaining the Common Areas and other property owned by the Association.

(b) Determining the expenses required for the operation of the Association.

(c) Collecting the Assessments for Common Expenses of the Association from all Owners.

(d) Employing and dismissing the personnel necessary for the maintenance and operation of the Common Areas and other property owned by the Association.

(e) Adopting and amending rules and regulations concerning the details of the operation and use of the Property and any Association Property, subject to a right of the Members to overrule the Board as provided in **Section 13** hereof.

(f) Maintaining bank accounts on behalf of the Association and designating the signatories required therefor.

(g) Purchasing, leasing or otherwise acquiring Lots or other property in the name of the Association, or its designee.

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(h) Purchasing Lots at foreclosure or other judicial sales, in the name of the Association, or its designee.

(i) Selling, leasing, mortgaging or otherwise dealing with Lots acquired by the Association.

(j) Settling or compromising claims of or against the Association in which all Members have a common interest.

(k) Obtaining and reviewing insurance for the Common Areas and other property owned by the Association.

(l) Making repairs, additions and improvements to, or alterations of, the Common Areas in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.

(m) Enforcing obligations of the Members, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Property.

(n) Levying fines against appropriate Members for violations of the Declaration or rules and regulations established by the Association to govern the conduct of such Members.

(o) Borrowing money on behalf of the Association when required in connection with the operation, care, upkeep and maintenance of the Common Areas or the acquisition of property, and granting mortgages on and/or security interests in Association owned property; provided, however, that the consent of the holders of at least two-thirds (2/3rds) of the votes of the Membership represented at a meeting of Members at which a quorum has been attained in accordance with the provisions of these Bylaws shall be required. If any sum borrowed by the Board on behalf of the Association pursuant to the authority contained in this subsection (o) is not repaid by the Association, any Member who pays to the creditor such portion thereof as his interest in the property owned by the Association bears, to the interest of all the Members in the property owned by the Association, shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against, or which will affect, such Member's Lot. The Association shall take no action authorized in this subsection without the prior written consent of the Declarant as long as the Declarant owns any Lots.

(p) Contracting for the management and maintenance of the Common Areas or other property owned by the Association and authorizing a management agent (who may be an affiliate of the Declarant) to assist the Association in carrying out its powers and duties by performing such functions as the

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submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Areas or other Association property with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Declaration, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

(q) At its discretion, authorizing Members or other persons to use portions of the Common Areas or other property owned by the Association for private parties and gatherings and imposing reasonable charges for such private use.

(r) Exercising (i) all powers specifically set forth in the Declaration, the Articles, and these Bylaws, and (ii) all powers incidental thereto, and all other powers of a Florida corporation not for profit.

(s) Imposing a lawful fee in connection with the approval of the transfer, lease, or sale of Lots, not to exceed the maximum amount permitted by law in any one case.

(t) Contracting with and creating special taxing districts.

(u) Adopt and appoint executive committees.

Anything herein to the contrary notwithstanding, no general funds of the Association shall be utilized for bringing, supporting, investigating, or otherwise abetting any legal action, claim or extra-judicial action except for (i) imposition, enforcement and collection of assessments, including lien rights, (ii) collecting of debts owned to the Association, (iii) bringing any contest or appeal of tax assessments relating to any property owned by the Association, (iv) actions brought by the Association to enforce the provisions of the Declaration, and (v) counterclaims brought by the Association in proceedings instituted against it, unless such legal action, claim or extra-judicial action shall be specifically approved for such purposes by seventy-five percent (75%) of the vote of the Members of the Association.

6. Officers.

6.1 Executive Officers. The executive officers of the Association shall be a President, Vice-President, a Treasurer and a Secretary , all of whom shall be elected by the Board and who may be peremptorily removed at any meeting at which a quorum of Directors is attained by concurrence of a majority of all of the present Directors. The President and Vice- President shall be Directors. A person may hold more than one office, except that the President may not also be the Secretary. No person shall sign an instrument or perform an act in the capacity of more than

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one office. The Board from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association. Officers need not be Members.

6.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of an association.

6.3 Vice-President. The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice president of an association and as shall otherwise be prescribed by the Directors.

6.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the Members. He shall attend to the giving of all notices to the Members and Directors and other notices required by law. He shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the Directors or the President.

6.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board.

6.6 Declarant Appointees. No officer appointed by the Declarant may be removed except as provided in Section 4.17 hereof and by law.

7. Compensation. Neither Directors nor officers shall receive compensation for their services as such, but may be compensated for services performed outside the scope of their service as officers or Directors.

8. Resignations. Any Director or officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such later date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Lots owned by any Director or officer (other than appointees of the Declarant or other Directors or officers who are not Owners when elected or appointed) shall constitute a written resignation of

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such Director or officer.

9. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the following provisions:

9.1 Budget.

(a) Adoption By Board; Items. The Board shall from time to time, and at least annually, prepare a budget for the Common Expenses, determine the amount of Assessments payable by the Members to meet the expenses of the Association, and allocate and assess such expenses among the Members, in accordance with the provisions of the Declaration.

The budgets must reflect the estimated revenues and expenses for the year and the estimated surplus or deficit as of the end of the current year including all fees and charges for exterior maintenance, landscaping, upkeep and insurance, if applicable, of Common Areas and structures thereon. In addition to the annual operating expenses, and to the extent applicable, the budgets may include reserve accounts for capital expenditures and deferred maintenance. Reserves, however, may be waived in accordance with the Declaration and applicable Florida law. In the event of such waiver, the budget need not reflect or include reserve accounts for capital expenditures and deferred maintenance; provided, however the budget shall contain a disclosure stating reserves have been properly waived.

The adoption of the budgets for the Association by the Board shall comply with the requirements hereinafter set forth. A copy of the proposed budget shall be available for inspection by or mailed to each Member not less than fourteen (14) days prior to the meeting of the Board at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting. The Board shall have the power to adopt the budget at the duly noticed meeting by a majority vote.

(b) Adoption by Membership. In the event that the Board shall be unable to adopt a budget in accordance with the requirements of Subsection 9.1(a) above, the Board may call a special meeting of Members for the purpose of considering and adopting such budget, which meeting shall be called and held in the manner provided for such special meetings in said subsection. Alternatively, the Board may propose a budget in writing to all Members of the Association or a specified sub-group of Members, where applicable. If either such budget is adopted by a majority of the votes of Members to which the budget applies, present at such meeting, or receiving such written budget, upon ratification by a majority of the Board, it shall become the budget for such year.

9.2 Depository. The depository of the Association shall be such bank(s) or savings and loan association(s) in the State of Florida as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be made only by

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checks signed by such person or persons as are authorized by the Directors. All sums collected by the Association from Assessments or contributions to working capital or otherwise may be commingled in a single fund or divided into more than one fund, as determined by the Board.

9.3 Acceleration of Assessment Installments upon Default. If a Member shall be in default in the payment of an installment upon an Assessment for more than thirty (30) days, the Board or its agent may accelerate the remaining installments of the Annual Assessment upon written notice to such Member, and the then unpaid balance of the Assessment shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice or ten (10) days after mailing of the notice, whichever shall first occur.

9.4 Fidelity Bonds. Fidelity bonds may be required by the Board for all persons handling or responsible for Association funds in such amount as shall be determined by a majority of the Board, but no less than $10,000 for each such person so bonded, if any. The premiums on such bonds shall be paid by the Association as a Common Expense.

9.5 Accounting Records and Reports. The Association shall maintain accounting records in the State of Florida, according to accounting practices normally used by similar associations or the manager under any applicable management contract. The records shall be open to inspection by Members or their authorized representatives at reasonable times and written summaries of them shall be supplied at least annually. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) an account for each Lot designating the name and current mailing address of the Member, the amount of each Assessment, the dates and amounts in which the Assessments come due, the amount paid upon the account and the dates so paid, and the balance due.

Within ninety (90) days following the end of the fiscal year, the Association shall prepare or contract with a third party to prepare and complete a financial report for the previous twelve (12) months. Within 21 days after the final financial report is completed by the association or received from the third party, but not later than 120 days after the end of the fiscal year, the Association shall provide each Member with a copy of the annual financial report or a written notice that a copy of the annual financial report is available upon request at no charge to the Member. The financial report shall be prepared in accordance with Chapter 720, Florida Statutes, and may consist of either financial statements presented in conformity with general accepted accounting principals or a financial report of actual receipts and expenditures, cash basis, which report must show the amounts of receipts by accounts and receipt classifications and may show the amounts of expenses by accounts and expense classifications, including, if applicable, but not limited to, the following:

(a) Cost for security;

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(b) Professional and management fees and expenses;

(c) Taxes;

(d) Cost for Common Areas;

(e) Expenses for refuse collection and utility services;

(f) Expenses for lawn care;

(g) Cost for building maintenance and repair;

(h) Insurance costs;

(i) Administrative and salary expenses;

(j) General reserves, maintenance reserves and depreciation reserves; and

(k) Beginning and ending cash balances of the Association.

9.6 Application of Payment. All payments made by a Member shall be applied as provided in these Bylaws and in the Declaration or as determined by the Board.

9.7 Notice of Meetings. Notice of any meeting where Assessments against Members are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such assessments.

9.8 Declarant Exemption From Assessments for Lawsuits. The Declarant shall not be liable for the payment of any Assessments applicable to Lots it owns which relate in any way to the payment of legal or other fees to persons or entities engaged for the purpose of suing, or making, preparing or investigating possible claims against the Declarant.

10. Roster of Owners. The Association shall maintain current information regarding the title holders of all Owners. Such information shall be obtained by requiring each Member to file with the Association a copy of the deed or other document showing his ownership. The Association may rely upon the accuracy of any such information for all purposes until notified in writing of changes therein.

Only Members of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Members shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.

11. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration, the Articles or these Bylaws.

12. Amendments. Except as otherwise provided in the Declaration, these Bylaws may be

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amended in the following manner:

12.1 A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board or by not less than 1/3 of the votes of Members of the Association. A majority of the Board shall thereupon adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the Members, which may be the annual or a special meeting.

12.2 Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member entitled to vote thereon within the time and in the manner provided in these Bylaws for the giving of notice of a meeting of the Members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

12.3 At such meeting, a vote of the Members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of at least a majority of the Members present in person or by proxy at the meeting (at which a quorum is attained).

12.4 Any number of amendments may be submitted to the Members and voted upon by them at any one meeting.

12.5 If all of the Directors and all of the Members eligible to vote sign a written statement manifesting their intention that an amendment to these Bylaws be adopted, then the amendment shall thereby be adopted as though the above requirements had been satisfied.

12.6 No amendment shall make any changes in the qualifications for membership nor in the voting rights of Members without approval by all of the Members and the joinder of all Institutional Mortgagees holding Institutional Mortgages upon the Lot(s). No amendment shall be made that is in conflict with the Declaration or the Articles. Prior to the closing of the sale of all Lots within the Community, no amendment shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, the Declarant, unless the Declarant shall join in the execution of the amendment, including, but not limited to, any right of the Declarant to appoint Directors pursuant to these Bylaws.

12.7 No amendment to these Bylaws shall be made which discriminates against any Member(s), or affects less than all of the Members within the Community, without the written approval of all of the Members so discriminated against or affected.

12.8 Upon the approval of an amendment to these Bylaws, the certificate of amendment shall be executed and a copy shall be recorded in the public records of the County.

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12.9 Notwithstanding the foregoing, the Federal Housing Administration and the Veterans Administration shall have the right to veto any amendments to these Bylaws as long as there is a Class B membership if such amendments require the review and approval of either agency in accordance with applicable regulations and if such agencies are providing financing to Homes in the Community.

12.10 Notwithstanding the foregoing, the Declarant shall have the right to unilaterally amended these Bylaws without the consent of any Owner or mortgagee for so long as the Declarant appoints a majority of the Board of Directors.

13. Rules and Regulations. The Board may, from time to time, adopt, modify, amend or add to rules and regulations concerning the use and operation of the Community, except that subsequent to the date control of the Board is turned over by the Declarant to Members other than the Declarant, Members of a majority of the Lots represented at a meeting at which a quorum is present may overrule the Board with respect to the adoption or modification of any rules and regulations. Copies of such rules and regulations shall be furnished by the Board to each affected Member not less than thirty (30) days prior to the effective date thereof. At no time may any rule or regulation be adopted which would prejudice the rights reserved to the Declarant.

14. Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders. If any portion hereof shall be found by competent judicial authority to be unenforceable, then only that portion shall be deemed deleted and the remainder shall be given its nearest permissible meaning and effect.

15. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these Bylaws or the intent of any provision hereof.

16. Conflict. In the event there should be found any irreconcilable conflict among or between the Declaration, the Articles and/or these Bylaws and in the absence of any express language indicating which document controls the particular subject matter, then the provisions of the Declaration shall be paramount, the Articles next paramount and these Bylaws subordinate.

17. Indemnification of Officers and Directors. Subject to the further provisions of this Section, the Association shall indemnify and hold harmless all officers and Directors, (and members of a Committee or Tribunal, as provided in Section 18.3 hereof) past or incumbent, from and against all costs, claims, damages, expenses and liabilities of any kind whatsoever, including attorneys' fees and costs at all tribunal levels, arising out of the performance of such person's duties hereunder. Such indemnification and hold harmless provision shall (i) exist regardless of whether the Association itself is named as a party defendant or alleged to have any liability, (ii) include the payment of any settlements upon approval by the Board, and (iii) include indemnification of the estate and heirs of the indemnified party. Such indemnification and hold harmless provision shall not be applicable (i) to the extent the claim or liability is covered by insurance, or

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(ii) in the event a court of competent jurisdiction finally determines, after all appeals have been exhausted or not timely pursued, that the indemnified party did not act in good faith within what he reasonably believed to be the scope of his duty and/or authority and for purposes which he reasonably believed to be in the best interests of the Association or its Members generally and such court further specifically determines that indemnification should be denied. The provision of this Section may not be amended to terminate the effect hereof as to any persons who became officers or Directors while this Section was effective.

18. Suspension of Privileges; Fines. In the event of an alleged violation of the Declaration, the Articles, these Bylaws or the rules and regulations adopted hereunder, and after written notice of such alleged failure is given to the Member in the manner herein provided, the Board shall have the right, after the alleged violator has been given an opportunity for an appropriate hearing and upon an affirmative vote of the Board, to suspend or condition said Member's and his family's, guests' and tenants' right to the use of the Common Areas (except for the portions thereof which are necessary as a means of ingress and egress) and to fine such Member. Any such suspension shall be for a period of not more than thirty (30) days for any noncontinuing infraction, but in the case of a continuing infraction (including nonpayment of any Assessment after the same becomes delinquent) the suspension may be imposed for so long as the violation continues. No fine shall exceed the sum of $100.00 per violation. Repair or replacement costs shall not be deemed fines subject to the foregoing limitation. Any continuing violation shall be a separate violation for each day it continues. The failure of the Board to enforce the rules and regulations, these Bylaws, the Articles or the Declaration shall not constitute a waiver of the right to enforce the same thereafter. The remedies set forth above and otherwise provided by these Bylaws or by law shall be cumulative and none shall be exclusive. However, any individual must exhaust all available internal remedies of the Association prescribed by these Bylaws, or by any rules and regulations adopted by the Association, before that Member may resort to a court of law for relief from any provision of the Declaration, the Articles, these Bylaws or the rules and regulations. The rights of the Association to suspend voting rights, to impose interest charges, accelerate Assessment payments, or to otherwise enforce the payment of Assessments, as elsewhere provided in the Declaration and these Bylaws, shall not be subject to the provisions of this Section or require the notice and hearing provided for herein.

18.1 Written Complaint. A hearing to determine whether a right or privilege of a Member or any of his family or tenants ("Respondent") under the Declaration or these Bylaws should be suspended or conditioned or a fine imposed shall be initiated by the filing of a written Complaint by any Member or by any officer or Director with the President or Secretary of the Association. The Complaint shall constitute a written statement of charges which shall set forth in ordinary and concise language the acts or omissions with which the Respondent is charged, to the end that the Respondent will be able to prepare his defense. The Complaint shall specify the specific provisions of the Declaration, the Articles, these Bylaws or the rules and regulations which the Respondent is alleged to have violated, but shall not consist merely of charges phrased in the language of such provisions without supporting facts.

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18.2 Discovery. After initiation of a proceeding in which the Respondent is entitled to a hearing, the Respondent and the individual filing the Complaint, upon written request made to the other party, prior to the hearing and within fifteen (15) days after service by the Board of Directors of the Complaint or within ten (10) days after service of any amended or supplemental Complaint, is entitled to (1) obtain the names and addresses of witnesses to the extent known to the other party, and (2) inspect and make a copy of any statements, writings and investigative reports relevant to the subject matter of the hearing. Nothing in this Section, however, shall authorize the inspection or copying of any writing or thing which is privileged from disclosure by law or otherwise made confidential or protected as work product.

18.3 Tribunal. The Board shall appoint a Tribunal of at least three Members where applicable upon receipt of a written Complaint. No member of the Tribunal shall be a Director, Officers or employee of the Association, nor shall any member of the Tribunal be involved in any prior investigation of the matter on behalf of the Board nor related by blood or marriage to either the complaining party or the Respondent. In appointing the members of the Tribunal, the Board should make a good faith effort to avoid appointing any Members who are witnesses to the alleged violation giving rise to the Complaint or otherwise biased. The decision of the Board shall be final, except that the Respondent may challenge any member of the Tribunal for cause, where a fair and impartial hearing cannot be afforded, at any time prior to the taking of evidence of the hearing. In the event of such a challenge, the Board shall meet to determine the sufficiency of the challenge, without the President voting. If such challenge is sustained, the President shall appoint another Member to replace the challenged member of the Tribunal. All decisions of the Board in this regard shall be final. The Tribunal shall elect a Chairman. The Tribunal shall exercise all other powers relating to the conduct of the hearing. If the Tribunal, by majority vote does not approve a proposed fine or suspension, it may not be imposed.

18.4 Notice of Hearing. The Tribunal shall serve a notice of hearing, as provided herein, on all parties at least fourteen (14) days prior to the hearing.

18.5 Hearing.

(a) Whenever the Tribunal has commenced to hear the matter and a member of the Tribunal is forced to withdraw prior to a final determination by the Tribunal, the remaining members shall continue to hear and decide the case. Oral evidence shall be taken only on oath or affirmation administered by an officer of the Association. The use of affidavits and written interrogatories in lieu of oral testimony shall be encouraged by the Tribunal.

(b) Each party shall have the right to be represented by counsel; to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was

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not covered in the direct examination; to impeach any witness regardless of which party first called him to testify; and to rebut the evidence against him. If the Respondent does not testify in his own behalf, he may be called and examined as if under cross-examination.

(c) The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence but shall not be sufficient in itself to support a finding, unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the extent that they are otherwise required by statute to be recognized at the hearing, and irrelevant and unduly repetitious evidence shall be excluded.

(d) Neither the accusing Member nor the allegedly defaulting Member must be in attendance at the hearing. The hearing shall be open to attendance by all Members where applicable. In rendering a decision, official notice may be taken at any time of any generally accepted matter within the Declaration, the Articles, these Bylaws, the rules and regulations or the workings of the Association.

18.6 Decision. The Tribunal will prepare written findings of fact and recommendations for consideration by the Board of Directors. The Tribunal shall make its determination only in accordance with the evidence presented to it and in accordance with these Bylaws. After all testimony and documentary evidence has been presented to the Tribunal, the Tribunal shall vote by secret written ballot upon the matter, with a majority of the entire Tribunal controlling. A copy of the findings and recommendations of the Tribunal shall be served by the President on each party in the matter and his attorney, if any. Disciplinary action and fines under the Declaration, these Bylaws or the rules and regulations shall be imposed only by the Board, and based upon the findings and recommendations of the Tribunal. The Board may adopt the recommendations of the Tribunal in their entirety, or the Board may reduce the proposed penalty and adopt the balance of the recommendations. In no event shall the Board impose more stringent disciplinary action than recommended by the Tribunal. The decision of the Board shall be in writing and shall be served in the same manner as the findings and recommendations of the Tribunal. The decision of the Board shall become effective ten (10) days after it is served upon the Respondent, unless otherwise ordered in writing by the Board. The Board may order reconsideration at any time within fifteen (15) days following service of its decision on the parties on its own motion or upon petition by a party.

18.7 Suspension of Privileges for Failure to Pay Assessments. The Association may,

Attachment: Declaration of Covenants (12583 : PLT-18-15 Fairways at Twisted Oaks Final Plat)

without notice of a hearing, or an opportunity for a hearing, impose a suspension upon any Member because of the failure of the Member to pay assessments or other charges when due. However, in no event shall a suspension of common area use rights impair the right of an Owner or tenant of a Lot to have vehicular and/or pedestrian ingress to and egress from the Lot, including, but not limited to the right to park.

The foregoing was adopted as the Bylaws of the THE FAIRWAYS AT TWISTED OAKS HOMEOWNERS' ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at its first meeting of the Board of Directors on the 15 day of September, 2020.

Approved:

President

Attest: Secretary

Attachment: Declaration of Covenants (12583 : PLT-18-15 Fairways at Twisted Oaks Final Plat)

EXHIBIT "D"

Attachment: Declaration of Covenants (12583 : PLT-18-15 Fairways at Twisted Oaks Final Plat)

This instrument prepared by:
Name:
Address:
City State zip:

Return to: Citrus County Land Section
Citrus County Project Number: PLT-18-15 Fairways at Twisted Oaks Phase One
Property Appraiser Parcel ID. Nos. 18E18S12 41310 and 18E18S12 13000
Alternate Key Numbers: 3523761 and 3523763

NON-EXCLUSIVE PERPETUAL UTILITY, STORMWATER FLOW RIGHTS AND ACCESS EASEMENT

THIS GRANT OF EASEMENT made this 16 day of December, 2020, by and between TWISTED OAKS PROPERTIES, LLC whose mailing address is 2500 Weston Road, Suite 311, Weston, FL 33331, hereinafter called the Grantor, and **CITRUS COUNTY**, **FLORIDA** a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose mailing address is 110 N. Apopka Avenue, Inverness, Florida 34450, hereinafter called the Grantee.

WITNESSETH, that the said Grantor, for and in consideration of the sum of Ten Dollars and no cents ($10.00) and other good and valuable considerations paid, the receipt of which is hereby acknowledged, does hereby grant unto the Grantee, its successors and assigns forever, a non-exclusive perpetual utility, drainage and access easement for the purpose of ingress and egress and inspecting private stormwater drainage facilities in, upon, under, over, across and through the following described land in the County of Citrus, State of Florida, to-wit:

SEE ATTACHED EXHIBIT "A"
(attached hereto and made a part hereof by reference)

THE PURPOSE OF THE EASEMENT is to convey stormwater runoff from the publicly owned and maintained right-of-way of FAIRWAYS AT TWISTED OAKS PHASE ONE, Plat Book _____, Page _____ through drainage structures and into a stormwater management area consistent with SWFWMD Permit # 43-43950.0 and the referenced plat. Both the drainage structures and the stormwater management area are located on property owned by the Grantor and are currently operated and maintained by the Grantor.

TO HAVE AND HOLD the same, together with all the tenements, hereditaments and appurtenances thereto belonging or anywise appertaining, unto the said Grantee, and its successors and assigns forever, for the utility, stormwater flow rights and access and maintenance purposes described herein. The Grantor covenants to the Grantee that it is lawfully seized of said land and that it has good, right and lawful authority to grant this easement.

Attachment: Perpetual Utility Stormwater Access Easement 1 (12583 : PLT-18-15 Fairways at Twisted Oaks Final Plat)

The easement granted hereby is non-exclusive, and the Grantor reserves to itself and to its successors and assigns forever, the right to utilize the surface of the property for all uses that do not prevent the Grantee's reasonable access to the facilities installed in the easement by the Grantee. Further:

1. Future Shared Drainage Reservation: The Grantor reserves the right to utilize the legal property in Exhibit "A" for future shared drainage. Such shared drainage shall require the consent of Grantee; said consent not to be unreasonably withheld. Any such future shared drainage shall be permitted by Grantor and at Grantor's expense. If shared drainage use occurs, Grantor shall be responsible to Grantee for any additional maintenance cost. The Grantee shall not in any way fence the perimeter area of Exhibit "A".

2. Maintenance: The Grantor (or its agents) shall maintain the stormwater easement area (Exhibit "A") above the standards of the Grantee consistent with stated use. Said maintenance shall be at Grantor's expense.

3. Conflict: In the event of a conflict between this agreement, the permit and the plat, the permit and plat conditions shall control. As to Citrus County, the specific stormwater conditions of the plat shall control over general terms of the permit.

4. Joint Drafting: This Agreement shall be deemed the joint product of the parties and shall not be construed against any party as the drafter thereof.

5. Choice of Law; Forum Selection: Any dispute arising out of or related to this Agreement, as well as the contents, interpretation and enforcement of all provisions contained herein shall be governed by the substantive laws of the State of Florida. Any action at law, suit in equity, or judicial proceeding arising out of or related to this Agreement, or for the enforcement of any provision hereof, shall be instituted and maintained in a court of competent jurisdiction in and for Citrus County, Florida, including the Fifth Circuit Court, in and for Citrus County, Florida.

6. Entire Agreement: This Agreement supersedes any and all oral or written agreements and understandings heretofore made relating to the subject matter hereof and contains the entire agreement of the parties relating to the subject matter hereof; any prior oral or written statements concerning this matter are merged herein.

7. No Other Inducements or Representations: None of the parties or anyone acting on their behalf have made any representations, statements, or opinions to induce the execution of this Agreement other than as expressly set forth in this Agreement.

Attachment: Perpetual Utility Stormwater Access Easement 1 (12583 : PLT-18-15 Fairways at Twisted Oaks Final Plat)

8. Acknowledgement; Arm's Length Negotiation: The parties acknowledge that the terms of this Agreement have been negotiated at arm's length by and between themselves with an opportunity for the advice and assistance of experienced and competent legal counsel.

9. Authority: Each person signing this Agreement on behalf of the parties warrants and represents that he or she has the authority to sign, and that this Agreement has been validly authorized and constitutes the legally binding and enforceable obligation of the parties.

10. No Prior Assignment or Transfer of Claims: The parties represent and warrant that they have not transferred, assigned, or hypothecated, nor purported to transfer, assign or hypothecate, to any person or entity not a party hereto of the agreement stated rights and responsibilities.

11. Ongoing Cooperation; Subsequent Documentation: The parties and their respective counsel agree to cooperate, prepare, execute and file any and all further stipulations, agreements, releases, satisfactions or other documents that may be necessary to effectuate the intent and purpose of this Agreement. The parties shall share in the responsibilities of drafting any such documents.

12. Amendments; Waivers: Any term of this Agreement may be amended, and the performance or observance by a party of any terms of this Agreement or the continuance of any default may be waived (either generally or in a particular instance and either retroactively or prospectively) with – but only with – the written consent of both parties hereto. This Agreement cannot be changed or terminated orally or through any course of conduct. No waiver shall extend to or affect any obligation not expressly waived or impair any right consequent thereon. The failure of any party to enforce any term, provision, condition, or obligation of this Agreement shall not be, or be construed as, a waiver thereof, nor shall any custom or practice that may develop between the parties in the course of administering this Agreement be construed to waive or to lessen the right to insist upon the strict performance of any term, provision, or condition hereof, or to exercise any rights.

13. Time is of the Essence: The parties agree that time is of the essence with respect to all performance under this Agreement.

14. Construction: The singular includes the plural, and the plural includes the singular. Pronouns stated in the masculine, feminine or neuter genders shall include each of the masculine, feminine and neuter genders. Captions or headings are inserted for convenience, reference and identification purposes only, and shall not control, define, limit or otherwise materially affect the interpretation of this Agreement.

15. Counterparts: This Agreement may be executed in two counterparts, each of which may be delivered via email attachment, facsimile or similar electronic

Attachment: Perpetual Utility Stormwater Access Easement 1 (12583 : PLT-18-15 Fairways at Twisted Oaks Final Plat)

15. Counterparts: This Agreement may be executed in two counterparts, each of which may be delivered via email attachment, facsimile or similar electronic transmission of signature, and both of which together shall be considered one and the same agreement and deemed an original.

WITNESS the hand and seal of said Grantor the day and year first above written.

Signed, sealed and delivered
in the presence of:

Witness

Anna Karina S. dalwz
Printed Name

Witness

Daniel Martin
Printed Name

GRANTOR
Twisted Oaks Properties, LLC

Signature

Steven Fischer
Printed Name

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF ~~CITRUS~~ Braward

The foregoing instrument was acknowledged before me by means of ✓ physical presence or __ online notarization, this 16 day of December, 2020 by Steven Fischer as Manager for Twisted Oaks Properties, LLC who is ✓ personally known to me or who has produced _____ as identification.

Daniel Alejandro Martin
Comm.#GG961459
Expires: Feb. 28, 2024
Bonded Thru Aaron Notary

Daniel Martin
Notary Public-State of Florida
Printed Name: Daniel Martin
Commission No: GG961459
Expiration Date: 02/28/2024

Attachment: Perpetual Utility Stormwater Access Easement 1 (12583 : PLT-18-15 Fairways at Twisted Oaks Final Plat)

Exhibit "A"
LEGAL DESCRIPTION:

THE PLAT OF FAIRWAYS AT TWISTED OAKS, PHASE ONE,
AS RECORDED IN PLAT BOOK _____, PAGES _____ TO _____, INCLUSIVE,
PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA

Attachment: Perpetual Utility Stormwater Access Easement 1 (12583 : PLT-18-15 Fairways at Twisted Oaks Final Plat)

This instrument prepared by:
Law Office of Clark A. Stillwell
PO Box 250
Inverness, Florida 34451-0250

Return to: Citrus County Land Section
Citrus County Project Number: PLT-18-15 Fairways at Twisted Oaks Phase One
Property Appraiser Parcel ID. Nos. 18E18S12 12000
Alternate Key Numbers: 3523760

NON-EXCLUSIVE PERPETUAL UTILITY, STORMWATER FLOW RIGHTS AND ACCESS EASEMENT

THIS GRANT OF EASEMENT made this ____ day of _____, 2020, by and between T. LYMAN GOLF, LLC whose mailing address is 4801 North Forest Ridge Boulevard, Beverly Hills, FL 34465, hereinafter called the Grantor, and **CITRUS COUNTY**, **FLORIDA** a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose mailing address is 110 N. Apopka Avenue, Inverness, Florida 34450, hereinafter called the Grantee.

WITNESSETH, that the said Grantor, for and in consideration of the sum of Ten Dollars and no cents ($10.00) and other good and valuable considerations paid, the receipt of which is hereby acknowledged, does hereby grant unto the Grantee, its successors and assigns forever, a non-exclusive perpetual utility, drainage and access easement for the purpose of ingress and egress and inspecting stormwater drainage facilities in, upon, under, over, across and through the following described land in the County of Citrus, State of Florida, to-wit:

SEE ATTACHED EXHIBIT "A"
(attached hereto and made a part hereof by reference)

THE PURPOSE OF THE EASEMENT is to convey stormwater runoff from the publicly owned and maintained right-of-way of FAIRWAYS AT TWISTED OAKS PHASE ONE, Plat Book _____, Page _____ through drainage structures and into a stormwater management area consistent with SWFWMD Permit #43-43950 and the referenced plat. Both the drainage structures and the stormwater management area are located on property owned by the Grantor and are currently operated and maintained by the Grantor.

TO HAVE AND HOLD the same, together with all the tenements, hereditaments and appurtenances thereto belonging or anywise appertaining, unto the said Grantee, and its successors and assigns forever, for the utility, stormwater flow rights and access and maintenance purposes described herein. The Grantor covenants to the Grantee that it is lawfully seized of said land and that it has good, right and lawful authority to grant this easement.

Attachment: Perpetual Utility Stormwater Access Easement 2 (12583 : PLT-18-15 Fairways at Twisted Oaks Final Plat)

The easement granted hereby is non-exclusive, and the Grantor reserves to itself and to its successors and assigns forever, the right to utilize the surface of the property for all uses to include golf course playing area that do not prevent the Grantee's reasonable access to the facilities installed in the easement by the Grantee. Further:

1. Future Shared Drainage Reservation: The Grantor reserves the right to utilize the legal property in Exhibit "A" for future shared drainage. Such shared drainage shall require the consent of Grantee; said consent not to be unreasonably withheld. Any such future shared drainage shall be permitted by Grantor and at Grantor's expense. If shared drainage use occurs, Grantor shall be responsible to Grantee for any additional maintenance cost. The Grantee shall not in any way fence the perimeter area of Exhibit "A". Both parties recognize Exhibit "A" has been incorporated into Twisted Oaks Golf Course design.

2. Maintenance: The Grantor (or its agents) shall maintain the stormwater easement area (Exhibit "A") above the standards of the Grantee consistent with stated use. Said maintenance shall be at Grantor's expense.

3. Conflict: In the event of a conflict between this agreement, the permit and the plat, the permit and plat conditions shall control. As to Citrus County, the specific stormwater conditions of the plat shall control over general terms of the permit.

4. Joint Drafting: This Agreement shall be deemed the joint product of the parties and shall not be construed against any party as the drafter thereof.

5. Choice of Law; Forum Selection: Any dispute arising out of or related to this Agreement, as well as the contents, interpretation and enforcement of all provisions contained herein, shall be governed by the substantive laws of the State of Florida. Any action at law, suit in equity, or judicial proceeding arising out of or related to this Agreement, or for the enforcement of any provision hereof, shall be instituted and maintained in a court of competent jurisdiction in and for Citrus County, Florida, including the Fifth Circuit Court, in and for Citrus County, Florida.

6. Entire Agreement: This Agreement supersedes any and all oral or written agreements and understandings heretofore made relating to the subject matter hereof and contains the entire agreement of the parties relating to the subject matter hereof; any prior oral or written statements concerning this matter are merged herein.

Attachment: Perpetual Utility Stormwater Access Easement 2 (12583 : PLT-18-15 Fairways at Twisted Oaks Final Plat)

7. No Other Inducements or Representations: None of the parties or anyone acting on their behalf have made any representations, statements, or opinions to induce the execution of this Agreement other than as expressly set forth in this Agreement.

8. Acknowledgement; Arm's Length Negotiation: The parties acknowledge that the terms of this Agreement have been negotiated at arm's length by and between themselves with an opportunity for the advice and assistance of experienced and competent legal counsel.

9. Authority: Each person signing this Agreement on behalf of the parties warrants and represents that he or she has the authority to sign, and that this Agreement has been validly authorized and constitutes the legally binding and enforceable obligation of the parties.

10. No Prior Assignment or Transfer of Claims: The parties represent and warrant that they have not transferred, assigned, or hypothecated, nor purported to transfer, assign or hypothecate, to any person or entity not a party hereto of the agreement stated rights and responsibilities.

11. Ongoing Cooperation; Subsequent Documentation: The parties and their respective counsel agree to cooperate, prepare, execute and file any and all further stipulations, agreements, releases, satisfactions or other documents that may be necessary to effectuate the intent and purpose of this Agreement. The parties shall share in the responsibilities of drafting any such documents.

12. Amendments; Waivers: Any term of this Agreement may be amended, and the performance or observance by a party of any terms of this Agreement or the continuance of any default may be waived (either generally or in a particular instance and either retroactively or prospectively) with – but only with – the written consent of both parties hereto. This Agreement cannot be changed or terminated orally or through any course of conduct. No waiver shall extend to or affect any obligation not expressly waived or impair any right consequent thereon. The failure of any party to enforce any term, provision, condition, or obligation of this Agreement shall not be, or be construed as, a waiver thereof, nor shall any custom or practice that may develop between the parties in the course of administering this Agreement be construed to waive or to lessen the right to insist upon the strict performance of any term, provision, or condition hereof, or to exercise any rights.

13. Time is of the Essence: The parties agree that time is of the essence with respect to all performance under this Agreement.

14. Construction: The singular includes the plural, and the plural includes the singular. Pronouns stated in the masculine, feminine or neuter genders shall include each of the masculine, feminine and neuter genders. Captions or headings are inserted for convenience, reference and identification purposes

Attachment: Perpetual Utility Stormwater Access Easement 2 (12583 : PLT-18-15 Fairways at Twisted Oaks Final Plat)

only, and shall not control, define, limit or otherwise materially affect the interpretation of this Agreement.

15. Counterparts: This Agreement may be executed in two counterparts, each of which may be delivered via email attachment, facsimile or similar electronic transmission of signature, and both of which together shall be considered one and the same agreement and deemed an original.

WITNESS the hand and seal of said Grantor the day and year first above written.

Signed, sealed and delivered
in the presence of:

Witness

Printed Name

Witness

Printed Name

GRANTOR
T. Lyman Golf, LLC

Signature

Printed Name

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me by means of X physical presence or __ online notarization, this 23rd day of November, 2020 by Thomas C. Lyman as Manager for T. Lyman Golf, LLC who is X personally known to me or who has produced _____ as identification.

CARLA VENARD
MY COMMISSION EXPIRES
MAY 4, 2023
#GG 322987
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Notary Public-State of Florida
Printed Name:
Commission No:
Expiration Date:

Attachment: Perpetual Utility Stormwater Access Easement 2 (12583 : PLT-18-15 Fairways at Twisted Oaks Final Plat)

Exhibit "A"
LEGAL DESCRIPTION:

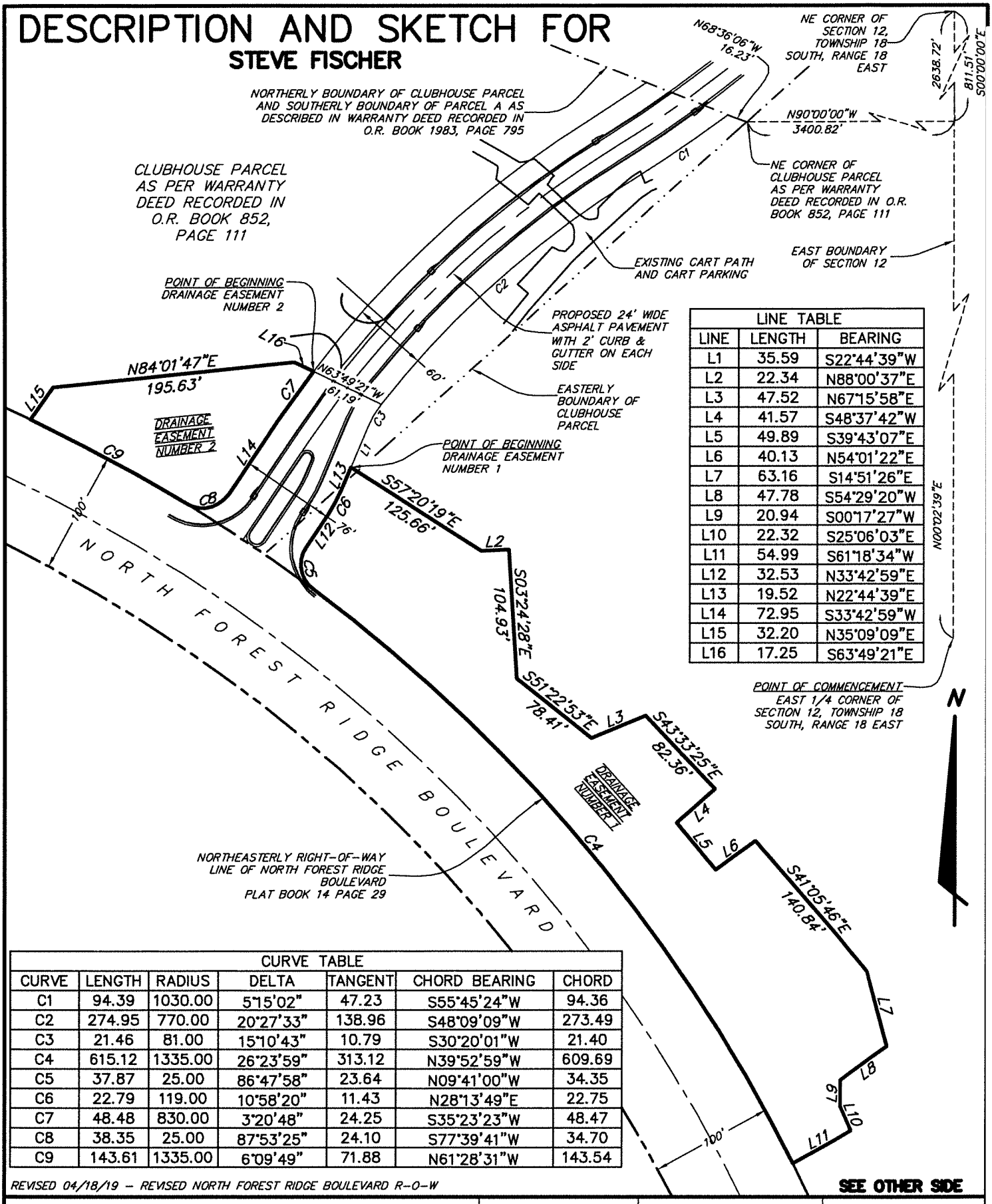
THE PLAT OF FAIRWAYS AT TWISTED OAKS, PHASE ONE, (PB ___, PAGE ___) REFERENCES DRAINAGE PARCEL #1 AND DRAINAGE PARCEL #2 IN NOTE #10. THE PARCELS REFERENCED ON THE PLAT ARE DESCRIBED AS DRAINAGE EASEMENT #1, DRAINAGE EASEMENT #2, EASEMENT B1, EASEMENT C, AND EASEMENT D IN OFFICIAL RECORD BOOK 2987, PAGES 1754 THRU 1786, NOTWITHSTANDING THE LABELING/NUMBERING ON THE PLAT IN EACH CASE, THE ABOVE "LEGAL" MATCHES PLAT LEGAL FOR EACH DRAINAGE FEATURE.

Attachment: Perpetual Utility Stormwater Access Easement 2 (12583 : PLT-18-15 Fairways at Twisted Oaks Final Plat)

Exhibit "A"

DESCRIPTION AND SKETCH FOR

STEVE FISCHER



LINE TABLE		
LINE	LENGTH	BEARING
L1	35.59	S22°44'39"W
L2	22.34	N88°00'37"E
L3	47.52	N67°15'58"E
L4	41.57	S48°37'42"W
L5	49.89	S39°43'07"E
L6	40.13	N54°01'22"E
L7	63.16	S14°51'26"E
L8	47.78	S54°29'20"W
L9	20.94	S00°17'27"W
L10	22.32	S25°06'03"E
L11	54.99	S61°18'34"W
L12	32.53	N33°42'59"E
L13	19.52	N22°44'39"E
L14	72.95	S33°42'59"W
L15	32.20	N35°09'09"E
L16	17.25	S63°49'21"E

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD BEARING	CHORD
C1	94.39	1030.00	5°15'02"	47.23	S55°45'24"W	94.36
C2	274.95	770.00	20°27'33"	138.96	S48°09'09"W	273.49
C3	21.46	81.00	15°10'43"	10.79	S30°20'01"W	21.40
C4	615.12	1335.00	26°23'59"	313.12	N39°52'59"W	609.69
C5	37.87	25.00	86°47'58"	23.64	N09°41'00"W	34.35
C6	22.79	119.00	10°58'20"	11.43	N28°13'49"E	22.75
C7	48.48	830.00	3°20'48"	24.25	S35°23'23"W	48.47
C8	38.35	25.00	87°53'25"	24.10	S77°39'41"W	34.70
C9	143.61	1335.00	6°09'49"	71.88	N61°28'31"W	143.54

REVISED 04/18/19 – REVISED NORTH FOREST RIDGE BOULEVARD R-O-W

A.M. GAUDET & ASSOCIATES INC.
LAND SURVEYING – LAND PLANNING
P.O. BOX 4073 BELLEVIEW FLORIDA 34421
4709 SE 102nd PL. STE 3 BELLEVIEW, FLORIDA 34420
PHONE: (352) 245-2708 FAX: (352) 245-2883

Job No.: 17-029	Drawing No.: DESC2-REVISED	Scale: 1"= 100'
Drawn by: JAD	Approved by: AMG	
Date Finished:	Office: 04/18/19	

Attachment: Perpetual Utility Stormwater Access Easement 2 (12583 : PLT-18-15 Fairways at Twisted Oaks Final Plat)

LEGEND:

- ■ = FOUND 4"x 4" CONCRETE MONUMENT
- ● = FOUND 5/8" IRON ROD
- ⊙ = FOUND NAIL WITH DISK
- ○ = SET 1/2" IRON ROD WITH CAP MARKED A.M. GAUDET LS 5316
- ⊡ = SET 4"x 4" CONCRETE MONUMENT MARKED PCP 5316
- ☼ = LIGHT POLE
- = POWER POLE
- T = TELEPHONE PEDESTAL
- E = ELECTRIC BOX
- W = WATER METER
- ⋈ = WATER VALVE
- —OHE— = OVERHEAD POWER LINE
- = FIRE HYDRANT
- ⊡ ; CONC. = CONCRETE
- Ⓦ = WELL

- ℄ = CENTER LINE
- —o—;—x— = FENCE LINE
- —∿— = LINE NOT DRAWN TO SCALE
- A/C = AIR CONDITIONER
- C/B = CONCRETE BLOCK
- FCM = FOUND CONCRETE MONUMENT
- CLF = CHAIN LINK FENCE
- S/W = SIDEWALK
- R/W = RIGHT-OF-WAY
- FIRC = FOUND IRON ROD/PIN AND CAP
- N/T = NAIL AND TAB
- RLS = REGISTERED LAND SURVEYOR
- PLS = PROFESSIONAL LAND SURVEYOR
- LS = LAND SURVEYOR
- LB = LICENSED BUSINESS
- PSM = PROFESSIONAL SURVEYOR AND MAPPER
- PB = PLAT BOOK
- PG = PAGE
- O.R. = OFFICIAL RECORDS
- RCP = REINFORCED CONCRETE PIPE
- CMP = CORRUGATED METAL PIPE

- (P) = PLAT DIMENSION
- (D) = DESCRIBED OR DEED DIMENSION
- (R) = RADIAL DIMENSION
- (F) = FIELD MEASUREMENT
- (C) = CALCULATED DIMENSION
- (CP) = CALCULATED PLAT DIMENSION
- R = RADIUS
- L = ARC LENGTH
- T = TANGENT LENGTH
- D = DELTA; CENTRAL ANGLE
- CH = CHORD LENGTH
- CB = CHORD BEARING
- PCP = PERMANENT CONTROL POINT
- PRM = PERMANENT REFERENCE MONUMENT
- PT = POINT OF TANGENT
- PC = POINT OF CURVATURE
- PI = POINT OF INTERSECTION
- PRC = POINT OF REVERSE CURVATURE
- POC = POINT OF COMMENCEMENT
- POB = POINT OF BEGINNING
- TBM = TEMPORARY BENCH MARK
- SQ FT = SQUARE FEET

NOTES

1. *THIS IS NOT A SURVEY. THIS DESCRIPTION AND SKETCH WERE PREPARED AT CLIENT'S REQUEST AND ARE BASED ON THE DESCRIPTION CONTAINED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 852, PAGE 111, THE DESCRIPTION CONTAINED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1983, PAGE 795, THE RECORD PLAT OF NORTH FOREST RIDGE BOULEVARD AS RECORDED IN PLAT BOOK 14, PAGE 29, PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; EXISTING MONUMENTATION; AND RECORDS OF THIS COMPANY.*
2. *BEARINGS SHOWN HEREON BASED ON AN ASSUMED MERIDIAN; SPECIFICALLY THE EAST BOUNDARY OF SECTION 12, TOWNSHIP 18 SOUTH, RANGE 18 EAST AS SHOWN HEREON BEING N00°02'39"E.*

DESCRIPTION

DRAINAGE EASEMENT NUMBER 1

COMMENCE AT THE EAST 1/4 CORNER OF SECTION 12, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA; THENCE N00°02'39"E, ALONG THE EAST BOUNDARY OF SAID SECTION 12, A DISTANCE OF 2638.72 FEET TO THE NE CORNER OF SAID SECTION 12; THENCE S00°00'00"E, 811.51 FEET; THENCE N90°00'00"W, 3400.82 FEET TO THE NE CORNER OF THE CLUBHOUSE PARCEL AS DESCRIBED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 852, PAGE 111 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE N68°36'06"W, ALONG THE NORTHERLY BOUNDARY OF SAID CLUBHOUSE PARCEL, BEING ALSO THE SOUTHERLY BOUNDARY OF PARCEL A AS DESCRIBED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1983, PAGE 795 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, A DISTANCE OF 16.23 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1030.00 FEET, A CENTRAL ANGLE OF 05°15'02", AND A CHORD BEARING AND DISTANCE OF S55°45'24"W 94.36 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 94.39 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 770.00 FEET, A CENTRAL ANGLE OF 20°27'33", AND A CHORD BEARING AND DISTANCE OF S48°09'09"W 273.49 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 274.95 FEET TO THE POINT OF COMPOUND CURVATURE WITH A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 81.00 FEET, A CENTRAL ANGLE OF 15°10'43", AND A CHORD BEARING AND DISTANCE OF S30°20'01"W 21.40 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 21.46 FEET TO THE POINT OF TANGENCY; THENCE S22°44'39"W, 35.59 FEET TO THE POINT OF BEGINNING; THENCE S57°20'19"E, 125.66 FEET; THENCE N88°00'37"E, 22.34 FEET; THENCE S03°24'28"E, 104.93 FEET; THENCE S51°22'53"E, 78.41 FEET; THENCE N67°15'58"E, 47.52 FEET; THENCE S43°33'25"E, 82.36 FEET; THENCE S48°37'42"W, 41.57 FEET; THENCE S39°43'07"E, 49.89 FEET; THENCE N54°01'22"E, 40.13 FEET; THENCE S41°05'46"E, 140.84 FEET; THENCE S14°51'26"E, 63.16 FEET; THENCE S54°29'20"W, 47.78 FEET; THENCE S00°17'27"W, 20.94 FEET; THENCE S25°06'03"E, 22.32 FEET; THENCE S61°18'34"W, 54.99 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF NORTH FOREST RIDGE BOULEVARD AS RECORDED IN PLAT BOOK 14, PAGE 29 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1335.00 FEET, A CENTRAL ANGLE OF 26°23'59", AND A CHORD BEARING AND DISTANCE OF N39°52'59"W 609.69 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, AN ARC DISTANCE OF 615.12 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 86°47'58", AND A CHORD BEARING AND DISTANCE OF N09°41'00"W 34.35 FEET; THENCE DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY LINE AND RUNNING NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 37.87 FEET TO THE POINT OF TANGENCY; THENCE N33°42'59"E, 32.53 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 119.00 FEET, A CENTRAL ANGLE OF 10°58'20", AND A CHORD BEARING AND DISTANCE OF N28°13'49"E 22.75 FEET; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 22.79 FEET TO THE POINT OF TANGENCY; THENCE N22°44'39"E, 19.52 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.46 ACRES, MORE OR LESS.

REVISED 04/18/19 – REVISED NORTH FOREST RIDGE BOULEVARD R-O-W

Attachment: Perpetual Utility Stormwater Access Easement 2 (12583 : PLT-18-15 Fairways at Twisted Oaks Final Plat)

DESCRIPTION (CONTINUED)

DRAINAGE EASEMENT NUMBER 2

COMMENCE AT THE EAST 1/4 CORNER OF SECTION 12, TOWNSHIP 18 SOUTH, RANGE 18 EAST, CITRUS COUNTY, FLORIDA; THENCE N00°02'39"E, ALONG THE EAST BOUNDARY OF SAID SECTION 12, A DISTANCE OF 2638.72 FEET TO THE NE CORNER OF SAID SECTION 12; THENCE S00°00'00"E, 811.51 FEET; THENCE N90°00'00"W, 3400.82 FEET TO THE NE CORNER OF THE CLUBHOUSE PARCEL AS DESCRIBED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 852, PAGE 111 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE N68°36'06"W, ALONG THE NORTHERLY BOUNDARY OF SAID CLUBHOUSE PARCEL, BEING ALSO THE SOUTHERLY BOUNDARY OF PARCEL A AS DESCRIBED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 1983, PAGE 795 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, A DISTANCE OF 16.23 FEET TO A POINT ON A NON TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1030.00 FEET, A CENTRAL ANGLE OF 05°15'02", AND A CHORD BEARING AND DISTANCE OF S55°45'24"W 94.36 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 94.39 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 770.00 FEET, A CENTRAL ANGLE OF 20°27'33", AND A CHORD BEARING AND DISTANCE OF S48°09'09"W 273.49 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 274.95 FEET; THENCE DEPARTING SAID CURVE ALONG A NON-TANGENT LINE, N63°49'21"W, 61.19 FEET TO THE POINT OF BEGINNING; SAID POINT BEING ON A NON TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 830.00 FEET, A CENTRAL ANGLE OF 03°20'48", AND A CHORD BEARING AND DISTANCE OF S35°23'23"W 48.47 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 48.48 FEET TO THE POINT OF TANGENCY; THENCE S33°42'59"W, 72.95 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 87°53'25", AND A CHORD BEARING AND DISTANCE OF S77°39'41"W 34.70 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 38.35 FEET TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF NORTH FOREST RIDGE BOULEVARD AS RECORDED IN PLAT BOOK 14, PAGE 29 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, SAID POINT BEING THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1335.00 FEET, A CENTRAL ANGLE OF 06°09'49", AND A CHORD BEARING AND DISTANCE OF N61°28'31"W 143.54 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, AN ARC DISTANCE OF 143.61 FEET; THENCE DEPARTING SAID CURVE AND NORTHEASTERLY RIGHT-OF-WAY LINE ALONG A NON-TANGENT LINE, N35°09'09"E, 32.20 FEET; THENCE N84°01'47"E, 195.63 FEET; THENCE S63°49'21"E, 17.25 FEET TO THE POINT OF BEGINNING.
CONTAINING 0.35 ACRES, MORE OR LESS.

To include a stormwater utility line easement as described on the following pages. Specifically Easements B1, C and D.

Attachment: Perpetual Utility Stormwater Access Easement 2 (12583 : PLT-18-15 Fairways at Twisted Oaks Final Plat)

A.M. GAUDET & ASSOCIATES, INC. LB# 7158
ANDRUS M. GAUDET
REGISTERED LAND SURVEYOR # 5316
STATE OF FLORIDA

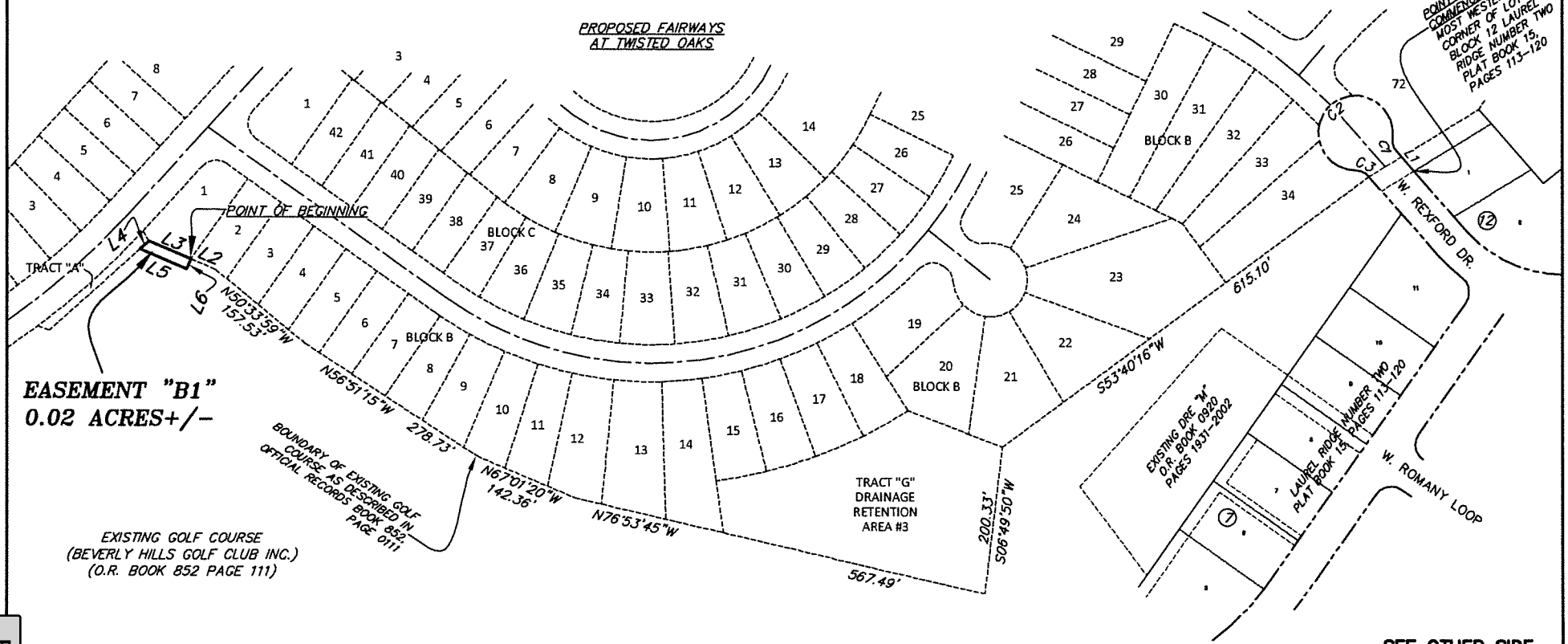
REVISED 04/18/19 – REVISED NORTH FOREST RIDGE BOULEVARD R-O-W

DESCRIPTION AND SKETCH FOR

FAIRWAYS AT TWISTED OAKS PHASE ONE

LINE TABLE		
LINE	LENGTH	BEARING
L1	34.29	N41°21'17"W
L2	35.97	N66°49'03"W
L3	61.28	N66°49'03"W
L4	16.54	S48°04'48"W
L5	68.24	S66°49'03"E
L6	15.00	N23°10'57"E

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD BEARING	CHORD
C1	21.03	25.00	48°11'23"	11.18	N17°15'36"W	20.41
C2	241.19	50.00	276°22'46"	44.72	S48°38'43"W	66.67
C3	21.03	25.00	48°11'23"	11.18	S65°26'59"E	20.41



SEE OTHER SIDE

A.M. GAUDET & ASSOCIATES INC.
LAND SURVEYING – LAND PLANNING
P.O. BOX 4073 BELLEVIEW FLORIDA 34421
4709 SE 102nd PL. STE 3 BELLEVIEW, FLORIDA 34420
PHONE: (352) 245-2708 FAX: (352) 245-2883

Job No.: 17-029	Drawing No.: EASEMENT B1	Scale: 1"= 200'
Drawn by: JAD	Approved by: AMG	
Date Finished:	Office: 12/15/20	

Attachment: Perpetual Utility Stormwater Access Easement 2 (12583 : PLT-18-15 Fairways at Twisted Oaks Final Plat)

LEGEND:

- ■ = FOUND 4"x 4" CONCRETE MONUMENT
- ● = FOUND 5/8" IRON ROD
- ⊙ = FOUND NAIL WITH DISK
- ○ = SET 1/2" IRON ROD WITH CAP MARKED A.M. GAUDET LS 5316
- ⊡ = SET 4"x 4" CONCRETE MONUMENT MARKED PCP 5316
- ☼ = LIGHT POLE
- = POWER POLE
- T = TELEPHONE PEDESTAL
- E = ELECTRIC BOX
- W = WATER METER
- ⋈ = WATER VALVE
- —OHE— = OVERHEAD POWER LINE
- = FIRE HYDRANT
- Ⓦ = WELL
- ℄ = CENTER LINE
- —o—;—x— = FENCE LINE
- —∿— = LINE NOT DRAWN TO SCALE
- A/C = AIR CONDITIONER
- C/B = CONCRETE BLOCK
- FCM = FOUND CONCRETE MONUMENT
- CLF = CHAIN LINK FENCE
- S/W = SIDEWALK
- R/W = RIGHT-OF-WAY
- FIRC = FOUND IRON ROD/PIN AND CAP
- N/T = NAIL AND TAB
- RLS = REGISTERED LAND SURVEYOR
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- LS = LAND SURVEYOR
- LB = LICENSED BUSINESS
- PSM = PROFESSIONAL SURVEYOR AND MAPPER
- PB = PLAT BOOK
- PG = PAGE
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- RCP = REINFORCED CONCRETE PIPE
- CMP = CORRUGATED METAL PIPE
- (P) = PLAT DIMENSION
- (D) = DESCRIBED OR DEED DIMENSION
- (R) = RADIAL DIMENSION
- (F) = FIELD MEASUREMENT
- (C) = CALCULATED DIMENSION
- (CP) = CALCULATED PLAT DIMENSION
- R = RADIUS
- L = ARC LENGTH
- T = TANGENT LENGTH
- D = DELTA; CENTRAL ANGLE
- CH = CHORD LENGTH
- CB = CHORD BEARING
- PCP = PERMANENT CONTROL POINT
- PRM = PERMANENT REFERENCE MONUMENT
- PT = POINT OF TANGENT
- PC = POINT OF CURVATURE
- PI = POINT OF INTERSECTION
- PRC = POINT OF REVERSE CURVATURE
- POC = POINT OF COMMENCEMENT
- POB = POINT OF BEGINNING
- TBM = TEMPORARY BENCH MARK
- SQ FT = SQUARE FEET

NOTES

1. *THIS IS NOT A SURVEY. THIS DESCRIPTION AND SKETCH WERE PREPARED AT CLIENT'S REQUEST AND ARE BASED ON THE DESCRIPTION CONTAINED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 852, PAGE 111, THE RECORD PLAT OF "LAUREL RIDGE NUMBER TWO" AS PER PLAT THEREOF RECORDED IN PLAT BOOK 15, PAGES 113-120, ALL OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; EXISTING MONUMENTATION; AND RECORDS OF THIS COMPANY.*

2. *BEARINGS SHOWN HEREON BASED ON AN ASSUMED MERIDIAN; SPECIFICALLY THE EASTERLY RIGHT-OF-WAY LINE OF W. REXFORD DRIVE AS SHOWN HEREON BEING N41°21'17"W.*

DESCRIPTION

EASEMENT "B1":

A STRIP OF LAND 15.00 FEET IN WIDTH FOR THE PURPOSES OF AN INGRESS/EGRESS, UTILITIES AND DRAINAGE EASEMENT; SAID STRIP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST WESTERLY CORNER OF LOT 1, BLOCK 12 OF LAUREL RIDGE NUMBER TWO AS SHOWN ON THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 15 AT PAGES 113 TO 120, INCLUSIVE, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE N41°21'17"W, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF W. REXFORD DRIVE AS SHOWN ON SAID MAP OR PLAT, A DISTANCE OF 34.29 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 48°11'23"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 21.03 FEET TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N17°15'36"W, 20.41 FEET) TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 276°22'46"; THENCE NORTHERLY, WESTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 241.19 FEET TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S48°38'43"W, 66.67 FEET) TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 48°11'23"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 21.03 FEET TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S65°26'59"E, 20.41 FEET), SAID POINT BEING ON THE BOUNDARY OF AN EXISTING GOLF COURSE AS DESCRIBED IN OFFICIAL RECORDS BOOK 852 AT PAGE 111 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE S53°40'16"W, ALONG SAID GOLF COURSE BOUNDARY, 615.10 FEET; THENCE CONTINUING ALONG SAID GOLF COURSE BOUNDARY THE FOLLOWING SIX COURSES, S06°49'50"W, 200.33 FEET; THENCE N76°53'45"W, 567.49 FEET; THENCE N67°01'20"W, 142.36 FEET; THENCE N56°51'15"W, 278.73 FEET; THENCE N50°33'59"W, 157.53 FEET; THENCE N66°49'03"W, 35.97 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID GOLF COURSE BOUNDARY N66°49'03"W, 61.28 FEET; THENCE CONTINUE ALONG SAID GOLF COURSE BOUNDARY S48°04'48"W, 16.54 FEET; THENCE DEPARTING SAID BOUNDARY S66°49'03"E, 68.24 FEET; THENCE N23°10'57"E, 15.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.02 ACRES, MORE OR LESS.

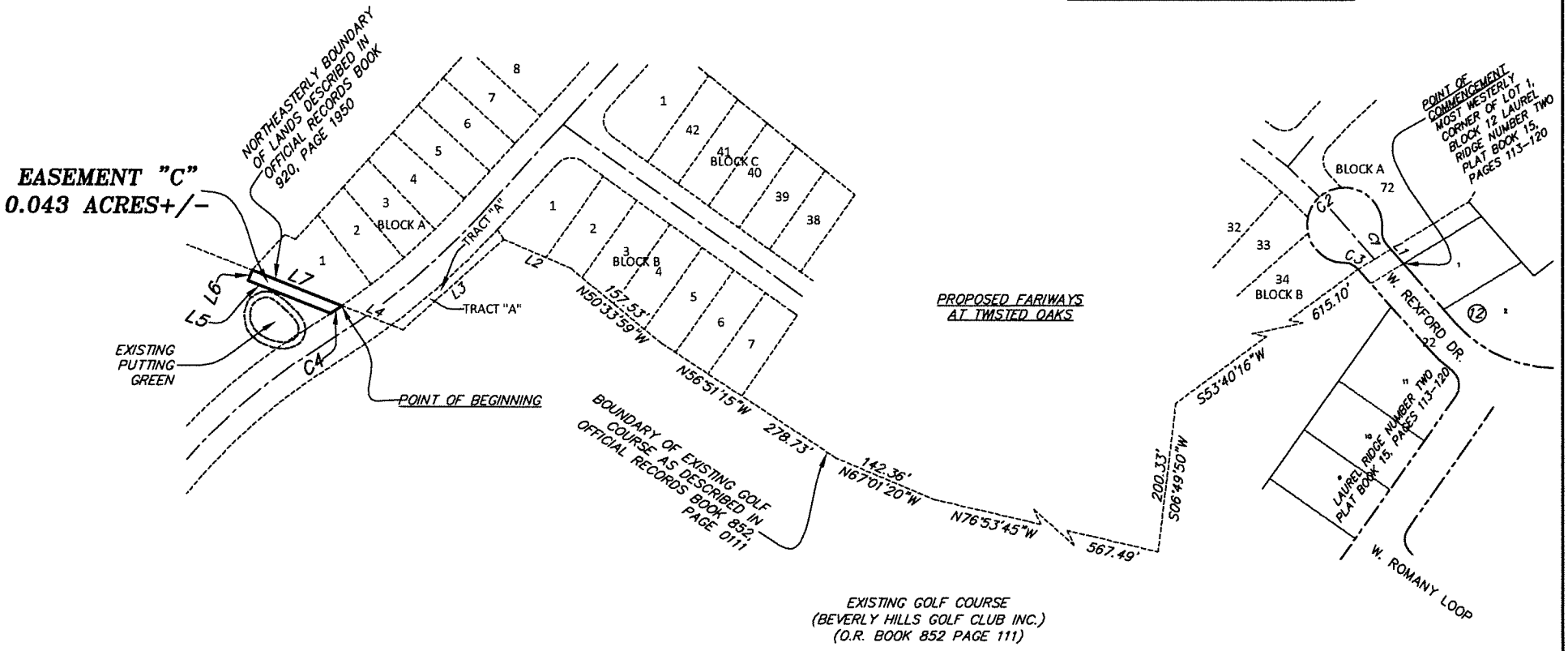
A.M. GAUDET & ASSOCIATES, INC. LB# 7158
ANDRUS M. GAUDET
REGISTERED LAND SURVEYOR # 5316
STATE OF FLORIDA

DESCRIPTION AND SKETCH FOR

FAIRWAYS AT TWISTED OAKS PHASE ONE

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD BEARING	CHORD
C1	21.03	25.00	48°11'23"	11.18	N17°15'36"W	20.41
C2	241.19	50.00	276°22'46"	44.72	S48°38'43"W	66.67
C3	21.03	25.00	48°11'23"	11.18	S65°26'59"E	20.41
C4	18.20	970.00	1°04'30"	9.10	S55°53'15"W	18.20

LINE TABLE		
LINE	LENGTH	
L1	34.29	N41°21'17"W
L2	97.25	N66°49'03"W
L3	181.23	S48°04'48"W
L4	87.63	N68°36'06"W
L5	119.02	N68°36'06"W
L6	15.00	N21°23'54"E
L7	129.32	S68°36'06"E



SEE OTHER SIDE

A.M. GAUDET & ASSOCIATES INC.
LAND SURVEYING – LAND PLANNING
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4709 SE 102nd PL. STE 3 BELLEVIEW, FLORIDA 34420
PHONE: (352) 245-2708 FAX: (352) 245-2883

Job No.: 17-029	Drawing No.: EASEMENT C	Scale: 1"= 200'
Drawn by: JAD	Approved by: AMG	
Date Finished:	Office: 11/20/20	

LEGEND:

- ■ = FOUND 4"x 4" CONCRETE MONUMENT
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- (F) = FIELD MEASUREMENT
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NOTES

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2. *BEARINGS SHOWN HEREON BASED ON AN ASSUMED MERIDIAN; SPECIFICALLY THE EASTERLY RIGHT-OF-WAY LINE OF W. REXFORD DRIVE AS SHOWN HEREON BEING N41°21'17"W.*

DESCRIPTION

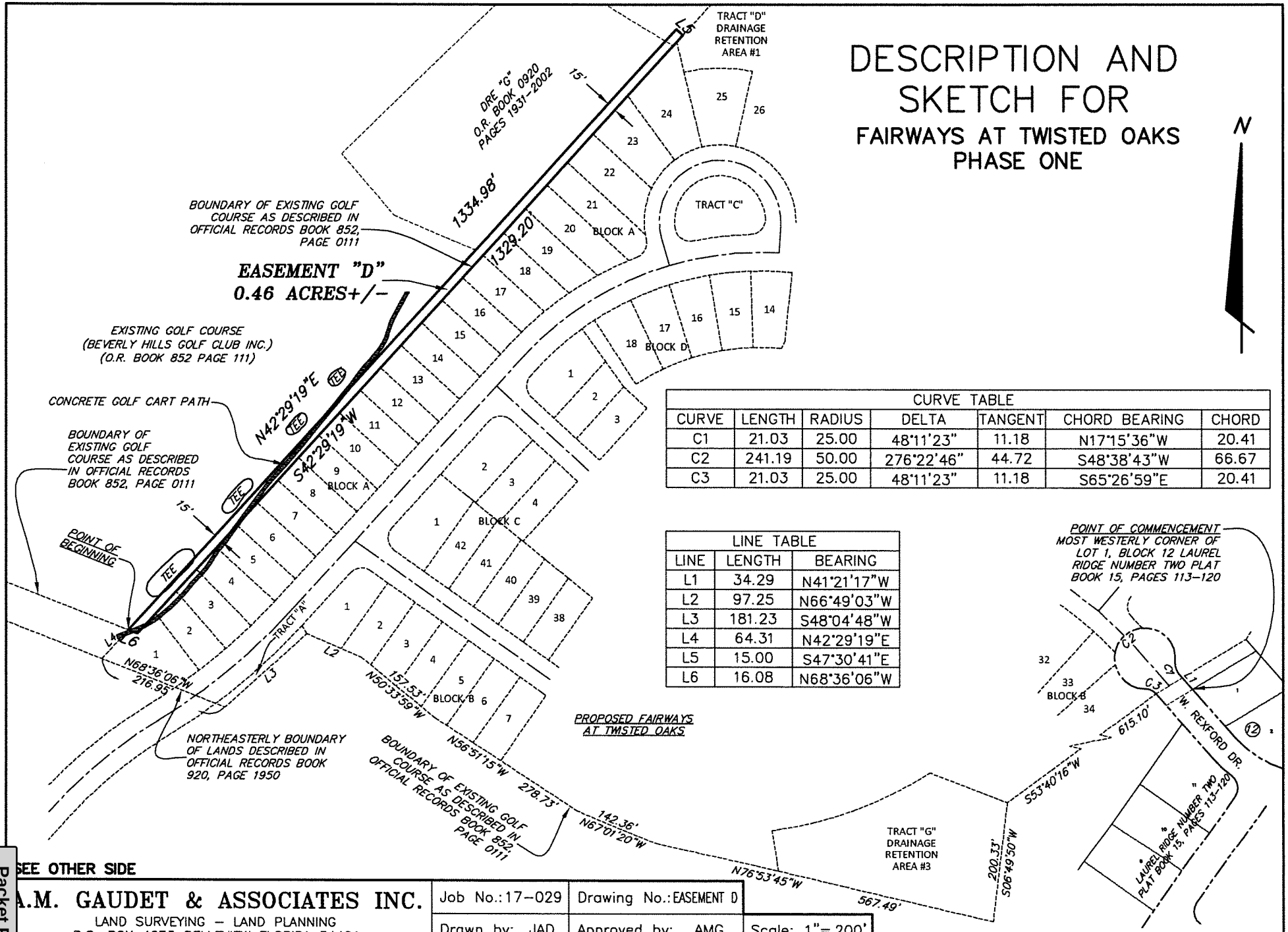
EASEMENT "C":
A STRIP OF LAND 15.00 FEET IN WIDTH FOR THE PURPOSE OF A GRADING EASEMENT; SAID STRIP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE MOST WESTERLY CORNER OF LOT 1, BLOCK 12 OF LAUREL RIDGE NUMBER TWO AS SHOWN ON THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 15 AT PAGES 113 TO 120, INCLUSIVE, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE N41°21'17"W, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF W. REXFORD DRIVE AS SHOWN ON SAID MAP OR PLAT, A DISTANCE OF 34.29 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 48°11'23"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 21.03 FEET TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N17°15'36"W, 20.41 FEET) TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 276°22'46"; THENCE NORTHERLY, WESTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 241.19 FEET TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S48°38'43"W, 66.67 FEET) TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 48°11'23"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 21.03 FEET TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S65°26'59"E, 20.41 FEET), SAID POINT BEING ON THE BOUNDARY OF AN EXISTING GOLF COURSE AS DESCRIBED IN OFFICIAL RECORDS BOOK 852 AT PAGE 111 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE S53°40'16"W, ALONG SAID GOLF COURSE BOUNDARY, 615.10 FEET; THENCE CONTINUING ALONG SAID GOLF COURSE BOUNDARY THE FOLLOWING SEVEN COURSES, S06°49'50"W, 200.33 FEET; THENCE N76°53'45"W, 567.49 FEET; THENCE N67°01'20"W, 142.36 FEET; THENCE N56°51'15"W, 278.73 FEET; THENCE N50°33'59"W, 157.53 FEET; THENCE N66°49'03"W, 97.25 FEET; THENCE S48°04'48"W, 181.23 FEET TO A POINT ON THE NORTHEASTERLY BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 920, PAGE 1950 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE N68°36'06"W, ALONG SAID NORTHEASTERLY BOUNDARY, 87.63 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 970.00 FEET, A CENTRAL ANGLE OF 01°04'30", AND A CHORD BEARING AND DISTANCE OF S55°53'15"W 18.20 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AN ARC DISTANCE OF 18.20 FEET; THENCE DEPARTING SAID CURVE ALONG A NON-TANGENT LINE AN RUNNING ALONG A LINE PARALLEL WITH AND 15.00 FEET SOUTHWESTERLY OF THE AFORESAID NORTHEASTERLY BOUNDARY, N68°36'06"W, 119.02 FEET; THENCE N21°23'54"E, PERPENDICULAR TO THE PREVIOUS COURSE, 15.00 FEET TO A POINT ON THE AFORESAID NORTHEASTERLY BOUNDARY; THENCE S68°36'06"E, ALONG SAID NORTHEASTERLY BOUNDARY, 129.32 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.043 ACRES, MORE OR LESS.

A.M. GAUDET & ASSOCIATES, INC. LB# 7158
ANDRUS M. GAUDET
REGISTERED LAND SURVEYOR # 5316
STATE OF FLORIDA

DESCRIPTION AND SKETCH FOR

FAIRWAYS AT TWISTED OAKS PHASE ONE



CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD BEARING	CHORD
C1	21.03	25.00	48°11'23"	11.18	N17°15'36"W	20.41
C2	241.19	50.00	276°22'46"	44.72	S48°38'43"W	66.67
C3	21.03	25.00	48°11'23"	11.18	S65°26'59"E	20.41

LINE TABLE		
LINE	LENGTH	BEARING
L1	34.29	N41°21'17"W
L2	97.25	N66°49'03"W
L3	181.23	S48°04'48"W
L4	64.31	N42°29'19"E
L5	15.00	S47°30'41"E
L6	16.08	N68°36'06"W

SEE OTHER SIDE

A.M. GAUDET & ASSOCIATES INC.
LAND SURVEYING – LAND PLANNING
P.O. BOX 4073 BELLEVIEW FLORIDA 34421
4709 SE 102nd PL. STE 3 BELLEVIEW, FLORIDA 34420
PHONE: (352) 245–2708 FAX: (352) 245–2883

Job No.: 17–029	Drawing No.: EASEMENT D	
Drawn by: JAD	Approved by: AMG	Scale: 1"= 200'
Date Finished:	Office: 11/20/20	

Attachment: Perpetual Utility Stormwater Access Easement 2 (12583 : PLT-18-15 Fairways at Twisted Oaks Final Plat)

LEGEND:

- ■ = FOUND 4"x 4" CONCRETE MONUMENT
- ● = FOUND 5/8" IRON ROD
- ⊙ = FOUND NAIL WITH DISK
- ○ = SET 1/2" IRON ROD WITH CAP MARKED A.M. GAUDET LS 5316
- ⊡ = SET 4"x 4" CONCRETE MONUMENT MARKED PCP 5316
- ☼ = LIGHT POLE
- = POWER POLE
- T = TELEPHONE PEDESTAL
- E = ELECTRIC BOX
- W = WATER METER
- ⋈ = WATER VALVE
- —OHE— = OVERHEAD POWER LINE
- = FIRE HYDRANT
- Ⓦ = WELL
- ℄ = CENTER LINE
- —o—;—x— = FENCE LINE
- —∿— = LINE NOT DRAWN TO SCALE
- A/C = AIR CONDITIONER
- C/B = CONCRETE BLOCK
- FCM = FOUND CONCRETE MONUMENT
- CLF = CHAIN LINK FENCE
- S/W = SIDEWALK
- R/W = RIGHT-OF-WAY
- FIRC = FOUND IRON ROD/PIN AND CAP
- N/T = NAIL AND TAB
- RLS = REGISTERED LAND SURVEYOR
- PLS = PROFESSIONAL LAND SURVEYOR
- LS = LAND SURVEYOR
- LB = LICENSED BUSINESS
- PSM = PROFESSIONAL SURVEYOR AND MAPPER
- PB = PLAT BOOK
- PG = PAGE
- OR = OFFICIAL RECORDS
- RCP = REINFORCED CONCRETE PIPE
- CMP = CORRUGATED METAL PIPE
- (P) = PLAT DIMENSION
- (D) = DESCRIBED OR DEED DIMENSION
- (R) = RADIAL DIMENSION
- (F) = FIELD MEASUREMENT
- (C) = CALCULATED DIMENSION
- (CP) = CALCULATED PLAT DIMENSION
- R = RADIUS
- L = ARC LENGTH
- T = TANGENT LENGTH
- D = DELTA; CENTRAL ANGLE
- CH = CHORD LENGTH
- CB = CHORD BEARING
- PCP = PERMANENT CONTROL POINT
- PRM = PERMANENT REFERENCE MONUMENT
- PT = POINT OF TANGENT
- PC = POINT OF CURVATURE
- PI = POINT OF INTERSECTION
- PRC = POINT OF REVERSE CURVATURE
- POC = POINT OF COMMENCEMENT
- POB = POINT OF BEGINNING
- TBM = TEMPORARY BENCH MARK
- SQ FT = SQUARE FEET

NOTES

1. *THIS IS NOT A SURVEY. THIS DESCRIPTION AND SKETCH WERE PREPARED AT CLIENT'S REQUEST AND ARE BASED ON THE DESCRIPTION CONTAINED IN WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 852, PAGE 111, THE DESCRIPTION CONTAINED IN INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 920, PAGE 1950, THE RECORD PLAT OF "LAUREL RIDGE NUMBER TWO" AS PER PLAT THEREOF RECORDED IN PLAT BOOK 15, PAGES 113–120, ALL OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; EXISTING MONUMENTATION; AND RECORDS OF THIS COMPANY.*
2. *BEARINGS SHOWN HEREON BASED ON AN ASSUMED MERIDIAN; SPECIFICALLY THE EASTERLY RIGHT-OF-WAY LINE OF W. REXFORD DRIVE AS SHOWN HEREON BEING N41°21'17"W.*

DESCRIPTION

EASEMENT "D":

A STRIP OF LAND 15.00 FEET IN WIDTH FOR THE PURPOSE OF AN INGRESS/EGRESS, UTILITIES AND DRAINAGE EASEMENT; SAID STRIP BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST WESTERLY CORNER OF LOT 1, BLOCK 12 OF LAUREL RIDGE NUMBER TWO AS SHOWN ON THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 15 AT PAGES 113 TO 120, INCLUSIVE, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE N41°21'17"W, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF W. REXFORD DRIVE AS SHOWN ON SAID MAP OR PLAT, A DISTANCE OF 34.29 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 48°11'23"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 21.03 FEET TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N17°15'36"W, 20.41 FEET) TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 276°22'46"; THENCE NORTHERLY, WESTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 241.19 FEET TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S48°38'43"W, 66.67 FEET) TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 48°11'23"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 21.03 FEET TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S65°26'59"E, 20.41 FEET), SAID POINT BEING ON THE BOUNDARY OF AN EXISTING GOLF COURSE AS DESCRIBED IN OFFICIAL RECORDS BOOK 852 AT PAGE 111 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE S53°40'16"W, ALONG SAID GOLF COURSE BOUNDARY, 615.10 FEET; THENCE CONTINUING ALONG SAID GOLF COURSE BOUNDARY THE FOLLOWING SEVEN COURSES, S06°49'50"W, 200.33 FEET; THENCE N76°53'45"W, 567.49 FEET; THENCE N67°01'20"W, 142.36 FEET; THENCE N56°51'15"W, 278.73 FEET; THENCE N50°33'59"W, 157.53 FEET; THENCE N66°49'03"W, 97.25 FEET; THENCE S48°04'48"W, 181.23 FEET TO A POINT ON THE NORTHEASTERLY BOUNDARY OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 920, PAGE 1950 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE N68°36'06"W, ALONG SAID NORTHEASTERLY BOUNDARY, 216.95 FEET; THENCE N42°29'19"E, 64.31 FEET TO A POINT ON THE AFORESAID GOLF COURSE BOUNDARY, SAID POINT BEING ALSO THE POINT OF BEGINNING; THENCE CONTINUE N42°29'19"E, ALONG A LINE PARALLEL WITH AND 15.00 FEET NORTHWESTERLY OF SAID GOLF COURSE BOUNDARY, 1334.98 FEET; THENCE S47°30'41"E, PERPENDICULAR TO THE PREVIOUS COURSE, 15.00 FEET TO A POINT ON SAID GOLF COURSE BOUNDARY, THENCE S42°29'19"W, ALONG SAID GOLF COURSE BOUNDARY, 1329.20 FEET; THENCE CONTINUING ALONG SAID GOLF COURSE BOUNDARY, N68°36'06"W, 16.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.46 ACRES, MORE OR LESS.

A.M. GAUDET & ASSOCIATES, INC. LB# 7158
ANDRUS M. GAUDET
REGISTERED LAND SURVEYOR # 5316
STATE OF FLORIDA

Attachment: Perpetual Utility Stormwater Access Easement 2 (12583 : PLT-18-15 Fairways at Twisted Oaks Final Plat)

AGENDA MEMORANDUM

FROM:	Randall Olney, Public Works Director
SUBJECT:	PLT-18-15 Fairways at Twisted Oaks Phase One
AGENDA DATE:	**March 09, 2021**

BRIEF OVERVIEW:

The improvement plans for the subdivision were approved on June 11, 2019. Construction has been certified as complete by the Project Engineer and confirmed by inspection by the Department of Public Works, Division of Engineering. The construction is in substantial conformance with the approved improvement plans and is recommended for placement on Three Year Developer's Maintenance.

The developer has submitted surety in the amount of $ 134,778.68, which represents 15 percent of the engineer's construction cost estimate for construction, in accordance with Section 11043, of the Land Development Code.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
					$0

RECOMMENDED ACTION:

Approve and authorize the Chairman to execute the Interim Maintenance Agreement with Twisted Oaks Properties, LLC.

INTERIM MAINTENANCE AGREEMENT FOR ROADWAY IMPROVEMENTS FOR THE PLAT OF FAIRWAYS AT TWISTED OAKS PHASE ONE

This agreement is made and entered into by and between Twisted Oaks Properties, LLC, a Florida limited liability company ("Developer/Owner"), and Citrus County, Florida, ("County"), for the purpose of initiating interim operation and maintenance of certain Roadway Improvements, as defined herein, and is effective this 24 day of February, 2021.

WITNESSETH

WHEREAS, Developer/Owner owns or controls certain real property in Citrus County, Florida, as shown and described in Exhibit "A" attached hereto and made a part hereof, ("Property"), and

WHEREAS, Developer/Owner has constructed on Property certain Improvements known as Fairways at Twisted Oaks Phase One PLT-18-15, ("Improvements"), and

WHEREAS, Developer/Owner desires to initiate the County's required minimum three (3) year interim maintenance period, and

WHEREAS, Pursuant to the requirements of the Citrus County Land Development Code ("LDC"), Chapter 11, Sections 11043 and 11044, Developer/Owner has provided to County the required documentation demonstrating completion of Improvements and has requested that County conduct an interim inspection of the Improvements, and

WHEREAS, County has conducted an interim acceptance inspection and has found the Improvements to be acceptable for the purpose of initiating the required minimum three (3) year interim maintenance period, and

WHEREAS, Pursuant to the requirements of the LDC, Developer/Owner has provided for concurrent consideration with this Agreement, the associated Interim Maintenance Security Agreement and required security instrument (see Exhibit "G"), and

WHEREAS, the parties desire to enter into this Agreement setting forth the mutual understandings, undertakings and responsibilities of each party regarding the interim maintenance of the Improvements, and

WHEREAS, the parties acknowledge that this Agreement and all stipulations and covenants made herein are subject to the approval of every regional, state and federal regulatory agency having jurisdiction of the subject matter of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and understandings of Developer/Owner and County and other good and valuable consideration, the parties covenant and agree as follows:

Attachment: 2.24.21 3 yr maint agreement fairways (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)

1. Developer/Owner Obligations, Interim Maintenance of Improvements.

1.1. The Developer/Owner shall, at Developer/Owner's expense, operate and maintain the Improvements for a minimum period of three (3) years from the date of this Agreement.

1.2. Upon completion of this minimum three (3) year interim operation and maintenance period, the Developer/Owner shall notify the County's Director of Public Works, in writing, requesting a final acceptance inspection to initiate the process for final acceptance of the Improvements for perpetual ownership, operation and maintenance by the County.

1.3. Developer/Owner shall provide a security in the form of a Surety Bond, to County for a minimum continuous period of forty-two (42) months in accordance with the LDC. The Security shall commence on the date of this Agreement (see Exhibit "G"). The Security shall be in an amount equal to fifteen (15) percent of the actual Improvement construction costs as certified by the Project Engineer.

1.4. Upon final acceptance of the Improvements by the County, the County will release the security and will assume perpetual ownership, operation and maintenance of the Improvements.

2. Assignment.

2.1. In addition to binding Developer/Owner, the provisions of this Agreement shall run with the land and shall be binding upon and inure to the benefit of successors in title. Any assignment or transfer of Developer/Owner's rights and obligations is prohibited unless:

2.1.1. The assignment is in writing and executed with the same formality as this Agreement.

2.1.2. The County is a party to the Assignment. The County's agreement to the assignment shall not be unreasonably withheld.

2.2. Developer/Owner remains primarily liable to County for the terms and conditions of this Agreement unless an assignment is made in compliance with this section.

2.3. Developer/Owner agrees to make full disclosure to any party purchasing all or any part of Property encompassed by the Agreement, as to the terms of this Agreement.

Attachment: 2.24.21 3 yr maint agreement fairways (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)

3. Recording.

3.1. County will record this Agreement among the Public Records of Citrus County, Florida, to place all owners or occupants of parcels affected by the Improvements of the existence of this.

4. Notice.

4.1. Either party providing notice under this Agreement shall provide such by sending written notice by prepaid certified United States mail, with return receipt requested, and addressed to the party for whom it is intended, to the place specified below for giving notice.

4.2. The parties hereby designate the following as their respective individuals and addresses for Notice:

Developer/Owner:

Twisted Oaks Properties, LLC
Attn: Steven Fischer, Manager
2500 Weston Road, Suite 311
Weston, FL 33331

County:

County Administrator
3600 N. Lecanto Hwy.
Lecanto, FL 34461

And

County Attorney
110 N. Apopka Ave.
Inverness, FL 34450

4.3. Notice so addressed and sent by certified United States mail with return receipt requested, will be deemed given when it be so deposited in the United States mail.

5. Exhibits.

The following attached exhibits are part of and are incorporated into this Agreement:

5.1. Exhibit "A" Legal Description of Property.

5.2. Exhibit "B" Copy of site plan of the Property reduced to 8 ½ inch by 11 inch page size.

5.3. Exhibit "C" Certification of Project Completion from Project Engineer.

5.4. Exhibit "D" Set of record "as built" plans/specifications signed and sealed by Project Engineer.

5.5. Exhibit "E" Certified set of all test results from Project Engineer.

Attachment: 2.24.21 3 yr maint agreement fairways (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)

5.6. Exhibit "F" Listing of Improvements and construction costs certified by the Project Engineer.

5.7. Exhibit "G" Copy of Interim Maintenance Security Agreement with associated Security Instrument.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the day and year indicated below:

DEVELOPER/OWNER:

BY: _____

DATE: 2/24/21

ATTEST

BY: _____ Darrel Martin

CITRUS COUNTY, FLORIDA:

BY: _____

DATE: _____

ATTEST

BY: _____

Approved as to form for the reliance of Citrus County only:

BY: _____

Attachment: 2.24.21 3 yr maint agreement fairways (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)

Board of County Commissioners

DEPARTMENT OF PUBLIC WORKS
DIVISION OF ENGINEERING
3600 W. Sovereign Path, Suite 241
Lecanto, Florida 34461
Telephone: (352) 527-5446 Fax: (352) 527-5482
Citrus Springs/Dunnellon/Inglis/Yankeetown area - Toll Free (352) 489-2120
TTY Telephone: (352) 527-0825 or (352) 527-5312

ENG-21-04

February 19, 2021

Mr. Troy Burrell, Jr., P.E.
Burrell Engineering, Inc.
12005 N Florida Ave
Dunnellon, FL 34434

RE: FAIRWAYS AT TWISTED OAKS PHASE ONE – PLT-18-15
Approval of Final Construction

Dear Mr. Burrell:

Citrus County has conducted an onsite inspection, and reviewed the submitted test results, and as-built plans for the subject subdivision. Based on the Engineer's Certification dated January 15, 2021, it appears that the subject subdivision was constructed in substantial conformance with the approved improvement plans (with field changes as approved by the Project Engineer) and the Citrus County Land Development Code. The subdivision is being scheduled for the Citrus County Board of County Commissioners agenda for placement on three year developers maintenance

If you should need further assistance or clarification, please do not hesitate to contact me.

Sincerely,

Cynthia L. Jones

Cynthia L. Jones
Engineer I
Engineering Division

CLJ/clj

cc: via e-mail
Randall Olney, PE, Director, Department of Public Works
Larry Brock, Assistant Director, Department of Public Works
Brian Kauffman, PE, Director, Engineering Division
Michael Sherman, Director, Department of Growth Management
James Sterling, Director, Road Maintenance Division
Paul Gillum, Fire Marshal, Department of Fire Rescue

Attachment: 2021-02-19-Approval of Const (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)

Exhibit A
Legal Description

COMMENCE AT THE MOST WESTERLY CORNER OF LOT 1, BLOCK 12 OF LAUREL RIDGE NUMBER TWO AS SHOWN ON THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 15 AT PAGES 113 TO 120, INCLUSIVE, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE N41°21'17"W, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF W. REXFORD DRIVE AS SHOWN ON SAID MAP OR PLAT, A DISTANCE OF 25.39 FEET, BEING ON THE NORTHWESTERLY BOUNDARY OF SAID LAUREL RIDGE NUMBER TWO; THENCE CONTINUE N41°21'17"W, ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 8.90 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 48°11'23"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 21.03 FEET TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N17°15'36"W, 20.41 FEET) TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 276°22'46"; THENCE NORTHERLY, WESTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 241.19 FEET TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S48°38'43"W, 66.67 FEET) TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 48°11'23"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 21.03 FEET TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S65°26'59"E, 20.41 FEET) TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE, SAID POINT BEING ON THE BOUNDARY OF AN EXISTING GOLF COURSE AS DESCRIBED IN OFFICIAL RECORDS BOOK 852 AT PAGE 111 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE ALONG SAID BOUNDARY THE FOLLOWING COURSES AND DISTANCES: S53°40'16"W, A DISTANCE OF 615.10 FEET; S06°49'50"W, A DISTANCE OF 200.33 FEET; N76°53'45"W, A DISTANCE OF 567.49 FEET; N67°01'20"W, A DISTANCE OF 142.36 FEET; N56°51'15"W, A DISTANCE OF 278.73 FEET; N50°33'59"W, A DISTANCE OF 157.53 FEET; N66°49'03"W, A DISTANCE OF 35.97 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID BOUNDARY THE FOLLOWING COURSES AND DISTANCES: N66°49'03"W, A DISTANCE OF 61.28 FEET; S48°04'48"W, A DISTANCE OF 181.23 FEET TO A POINT ON THE NORTHEASTERLY BOUNDARY OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 920 AT PAGE 1950 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE N68°36'06"W, ALONG SAID LANDS A DISTANCE OF 16.23 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1030.00 FEET AND A CENTRAL ANGLE OF 05°15'02"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 94.39 FEET TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING

Attachment: Exhibit A-Legal Description (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)

Exhibit A
Legal Description

S55°45'24"W, 94.36 FEET) TO THE POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 770.00 FEET AND A CENTRAL ANGLE OF 20°27'33"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 274.95 FEET TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S48°09'09"W, 273.49 FEET) TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 81.00 FEET AND A CENTRAL ANGLE OF 15°10'43"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 21.46 FEET TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S30°20'01"W, 21.40 FEET); THENCE S22°44'39"W, 55.10 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 119.00 FEET AND A CENTRAL ANGLE OF 10°58'20"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 22.79 FEET TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S28°13'49"W, 22.75 FEET); THENCE S33°42'59"W, 32.53 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 86°47'58"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 37.87 FEET TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S09°41'00"E, 34.35 FEET) TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF NORTH FOREST RIDGE BOULEVARD AS PER RECORD PLAT RECORDED IN PLAT BOOK 14, PAGES 29 TO 31 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, SAID POINT BEING THE POINT OF CUSP WITH A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1335.00 FEET AND A CENTRAL ANGLE OF 05°18'38"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 123.73 FEET TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N55°44'18"W, 123.69 FEET) TO THE POINT OF CUSP WITH A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 87°53'25"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 38.35 FEET TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N77°39'41"E, 34.70 FEET); THENCE N33°42'59"E, 72.95 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 830.00 FEET AND A CENTRAL ANGLE OF 24°39'57"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 357.31 FEET TO THE POINT OF TANGENCY (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N46°02'57"E, 354.56 FEET) TO THE POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 970.00 FEET AND A CENTRAL ANGLE OF 03°01'55"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 51.33 FEET TO A POINT ON A NON-TANGENT LINE (CHORD BEARING

Attachment: Exhibit A-Legal Description (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)

Exhibit A
Legal Description

AND DISTANCE BETWEEN SAID POINTS BEING N56°51'58"E, 51.32 FEET), SAID LINE BEING THE AFORESAID NORTHEASTERLY BOUNDARY OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 920 AT PAGE 1950; THENCE N68°36'06"W, ALONG SAID NORTHEASTERLY BOUNDARY, 129.32 FEET; THENCE N42°29'19"E, LEAVING SAID LANDS, A DISTANCE OF 64.31 FEET TO THE AFOREMENTIONED BOUNDARY OF SAID GOLF COURSE; THENCE ALONG SAID BOUNDARY THE FOLLOWING COURSES AND DISTANCES: S68°36'06"E, A DISTANCE OF 16.08 FEET; N42°29'19"E, A DISTANCE OF 1523.30 FEET; N79°48'51"E, A DISTANCE OF 137.30 FEET; N87°28'03"E, A DISTANCE OF 185.82 FEET; THENCE DEPARTING SAID BOUNDARY, N02°31'57"W, A DISTANCE OF 30.00 FEET; THENCE N87°28'03"E, A DISTANCE OF 118.39 FEET; THENCE S03°20'06"W, A DISTANCE OF 30.16 FEET; THENCE S80°47'51"E A DISTANCE OF 22.85 FEET; THENCE S16°33'06"E A DISTANCE OF 76.80 FEET TO A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 470.00 FEET AND A CENTRAL ANGLE OF 57°03'10"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 468.01 FEET (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S44°55'20"W, 448.91 FEET); THENCE DEPARTING SAID CURVE NON-TANGENT S73°36'17"E A DISTANCE OF 50.65 FEET; THENCE S18°19'44"W 130.28 FEET TO A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 560.00 FEET AND A CENTRAL ANGLE OF 25°25'06"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 248.43 FEET (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S58°57'43"E, 246.40 FEET); THENCE DEPARTING SAID CURVE NON-TANGENT S43°44'50"W A DISTANCE OF 60.00 FEET TO A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 630.00 FEET AND A CENTRAL ANGLE OF 1°56'22"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 21.33 FEET (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S47°13'21"E, 21.32 FEET); THENCE DEPARTING SAID CURVE NON-TANGENT S26°03'21"W A DISTANCE OF 301.79 FEET TO THE POINT OF CURVE WITH A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 330.00 FEET AND A CENTRAL ANGLE OF 102°58'41"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 593.11 FEET TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S77°32'42"W, 516.44 FEET); THENCE N50°57'58"W A DISTANCE OF 251.71 FEET; THENCE S35°24'56"W A DISTANCE OF 141.54 FEET; THENCE N54°35'04"W A DISTANCE OF 37.08 FEET; THENCE S35°24'56"W A DISTANCE OF 50.00 FEET; THENCE S35°24'56"W A DISTANCE OF 132.62 FEET TO THE POINT OF BEGINNING.

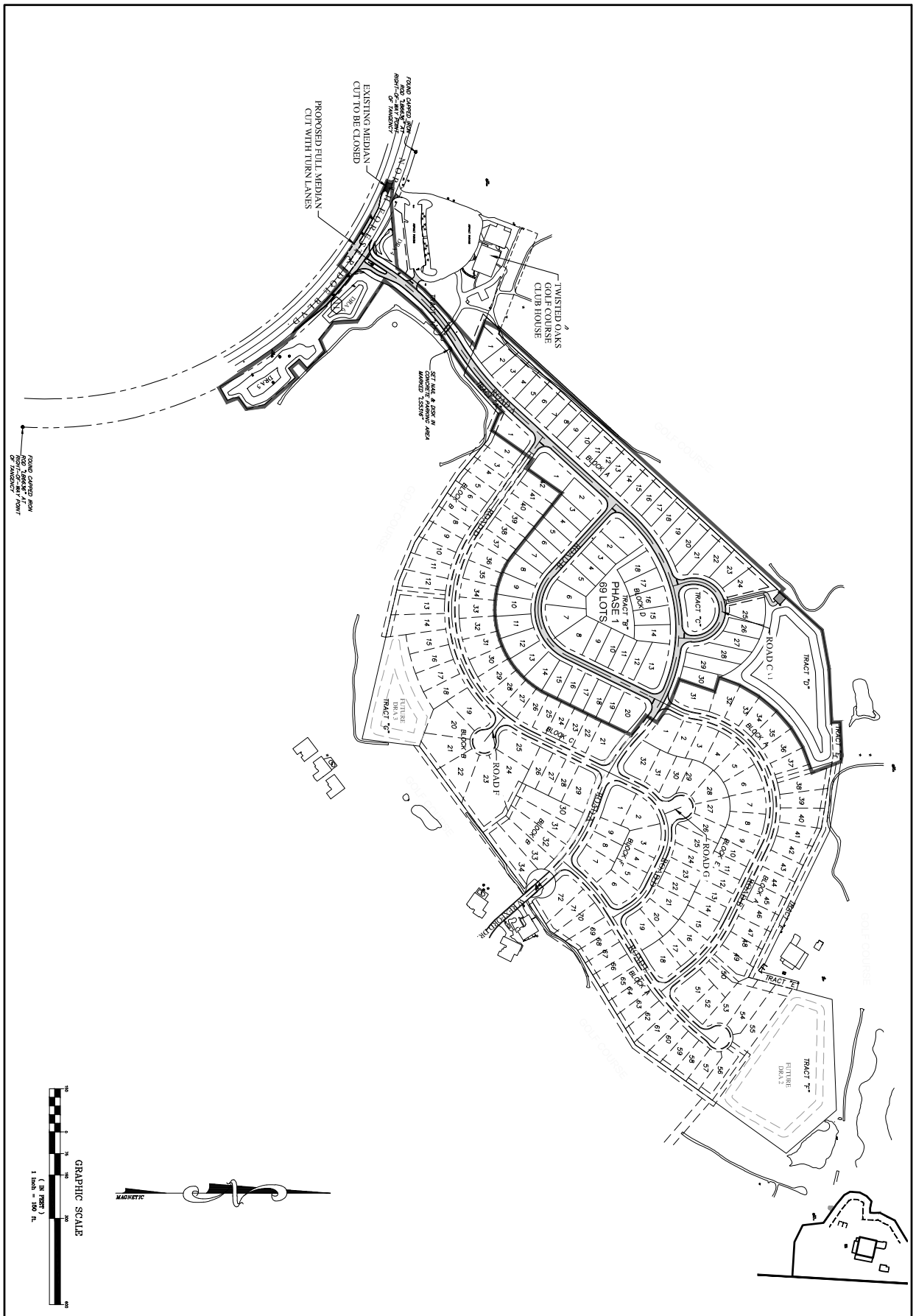
CONTAINING 20.50 ACRES, MORE OR LESS.

Attachment: Exhibit A-Legal Description (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)

Exhibit "B"

Copy of site plan of the Property reduced to 8 ½ inch by 11 inch page size

Attachment: Exhibit B-Site Plan (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)



EXHIBIT

FAIRWAYS AT TWISTED OAKS
PHASE 1
CITRUS COUNTY, FLORIDA

BURRELL ENGINEERING, INC.
CIVIL ENGINEERING C.A. No. 7973
12005 N. FLORIDA AVE DUNNELLON, FL 34434 PH: 352-489-4144 FAX 352-489-4741

DRAWN K.A.W.
CHECKED T.E.B.
DRAWING 8X36-1-21
LAYOUT RCL
DATE AUGUST 2018

JOB NO. 18-21
F.B. NO. —
FILE NO. 0-69
SEC. 12 TWP. 18S RGE. 19E
SHT 1 OF 1

TROY E. BURRELL, JR., P.E.
REG. ENGINEER, NO. 34044
STATE OF FLORIDA
DATE

NO.	REVISION	DATE

Attachment: Exhibit B-Site Plan (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)

Exhibit "C"

Certification of Project Completion from Project Engineer

Attachment: Exhibit C-EOR Certification (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)

BEI BURRELL ENGINEERING, INC.
CIVIL ENGINEERING

12005 N. FLORIDA AVE.
DUNNELLON, FL 34434
PH. 352-489-4144
FAX 352-489-4741

January 15, 2021

Ms. Cindy Jones
Citrus County Development Division
3600 W. Sovereign Path
Lecanto, FL 34461

RECEIVED
JAN 15 2021
Citrus County Engineering
PLT-18-15

Subject: The Fairways at Twisted Oaks Phase 1
Project # 18-21

Dear Ms. Jones:

I hereby certify to the Board of County Commissioners of Citrus County, Florida, that I have inspected the referenced subdivision and I have found that all improvements, as shown on the approved Improvement Plans for subject subdivision, have been fully and satisfactorily completed in accordance with the provisions of the Land Development Code, with the exception of field changes which I, as Project Engineer, authorized as being an improvement to the original design.

I further certify that I have examined the results of required quality control tests made by an independent testing laboratory and I have found the results conform to the requirements of the Land Development Code. Copies of these tests are attached.

I am forwarding herewith, one copy of all test results, one CD of the storm sewer video inspection along with one copy of the electronic files and one print of the as-built Plan of subject subdivision which shows the improvements as actually constructed, including dimensions and elevations. The plan has been certified by the project surveyor and to the best of my knowledge correctly indicates actual conditions of construction.

With this submittal, we also request a final inspection of this project.

Sincerely,

Burrell Engineering, Inc.

TROY EDSEL BURRELL, JR. LICENSE No. 36044 STATE OF FLORIDA PROFESSIONAL ENGINEER

1/15/21

Troy E. Burrell, Jr., P.E.
President

cc: Steven Fischer, Twisted Oaks Properties, LLC

Attachment: Exhibit C-EOR Certification (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)

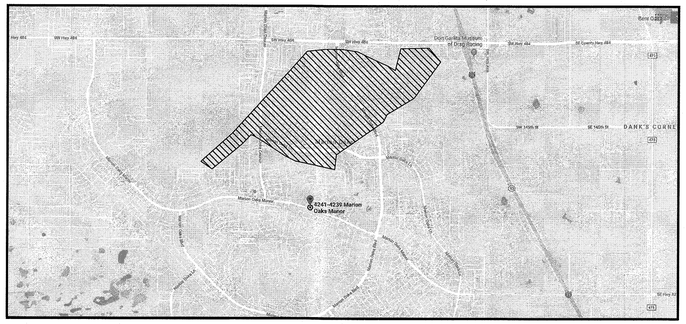
Exhibit "D"

Set of record "as built" plans/specifications signed and sealed by Project Engineer

Attachment: Exhibit D-As-Built Survey (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)

AS-BUILT SURVEY FOR:

SITE IMPROVEMENT PLANS FOR FAIRWAYS AT TWISTED OAKS PHASE 1



SECTION 12 – TOWNSHIP 18S – RANGE 18E

N.T.S.

NOTES

1. ALL CONSTRUCTION COVERED BY THESE PLANS SHALL COMPLY WITH THE MATERIAL REQUIREMENTS AND QUALITY CONTROL STANDARDS CONTAINED IN CITRUS COUNTY LAND DEVELOPMENT CODE.
2. VERTICAL VALUES SHOWN HEREON ARE REFERENCED TO NAVD88; SPECIFICALLY NATIONAL GEODETIC SURVEY CONTROL POINT "CITRUS 8" (PID A17282 WITH A PUBLISHED ELEVATION OF 48.23 FEET.
3. ELEVATIONS SHOWN WERE TAKEN FROM TOPOGRAPHIC SURVEY OF THE TWISTED OAKS PROPERTY PROVIDED BY ANDRUS M. GAUDET, R.L.S. WITH A. M. GAUDET AND ASSOCIATES, INC. DATED 11-16-18. JOB NO. 17-029.
4. BOUNDARY SURVEY INFORMATION TAKEN FROM BOUNDARY SURVEY OF THE FAIRWAYS AT TWISTED OAKS PROVIDED BY ANDRUS M. GAUDET, R.L.S. WITH A. M. GAUDET AND ASSOCIATES, INC. DATED 08-01-18. JOB NO. 17-029.
5. CONTRACTOR SHALL IMMEDIATELY CONTACT PROJECT ENGINEER, BURRELL ENGINEERING, INC. IF PLANS ARE UNCLEAR, REQUIRING INTERPRETATION OR CONFLICTING INFORMATION IS DISCOVERED.
6. SEED AND MULCH ALL DISTURBED AREAS WITHIN THE PROJECT UNLESS OTHERWISE NOTED.
7. SEE PRELIMINARY PLAT FOR CENTERLINE CURVE AND LINE TABLES.
8. IF PREHISTORIC OR HISTORIC ARTIFACTS, SUCH AS POTTERY OR CERAMICS, STONE TOOLS, OR METAL IMPLEMENTS, DUGOUT CANOES, OR ANY OTHER PHYSICAL REMAINS THAT COULD BE ASSOCIATED WITH NATIVE AMERICAN CULTURES, OR EARLY COLONIAL OR AMERICAN SETTLEMENT ARE ENCOUNTERED WITHIN THE PROJECT AREA, THE CONTRACTOR SHALL CEASE ALL CONSTRUCTION ACTIVITIES IN THE IMMEDIATE VICINITY OF SUCH DISCOVERIES AND CONTACT THE OWNER OR HIS REPRESENTATIVE AS SOON AS POSSIBLE. WORK IN THE AFFECTED AREA SHALL NOT RESUME UNTIL THE CONTRACTOR IS AUTHORIZED TO PROCEED BY THE OWNER. IN THE EVENT THAT UNMARKED HUMAN REMAINS ARE ENCOUNTERED DURING CONSTRUCTION. ALL WORK SHALL STOP AND THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER OF THE DISCOVERY.
9. THE FOLLOWING ARE ABBREVIATIONS AS USED IN THESE CONSTRUCTION PLANS:

A.C.C.M.P.A	=	ASPHALT COATED CORRUGATED METAL PIPE ARCH
A.C.C.M.P	=	ASPHALT COATED CORRUGATED METAL PIPE
TYP.	=	TYPICAL
R	=	RADIUS
STA.	=	STATION
INV.	=	INVERT
ELEV.	=	ELEVATION
R/W	=	RIGHT-OF-WAY
HORZ.	=	HORIZONTAL
VERT.	=	VERTICAL
V.C.	=	VERTICAL CURVE
P.V.I.	=	POINT OF VERTICAL INTERSECTION
P.R.C.	=	POINT OF REVERSE CURVATURE
LT.	=	LEFT
RT.	=	RIGHT
P.I.	=	POINT OF INTERSECTION
P.C.	=	POINT OF CURVE
P.T.	=	POINT OF TANGENCY
I.N.T.	=	INTERSECTION
SMH.	=	STORM MANHOLE
M.E.	=	MATCH EXISTING GRADE

BEI BURRELL ENGINEERING, INC. CIVIL ENGINEERING

ENGINEER'S CERTIFICATION NOTE:
THIS CERTIFICATION IS PROVIDED AS CONFIRMATION THAT THE SITE DESIGN, ROADWAYS, DRAINAGE, WATER AND/OR SEWER FACILITIES DEPICTED ON THESE PLANS HAVE BEEN DESIGNED IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES AND THE REQUIREMENTS OF PERMITTING AGENCIES HAVING JURISDICTION OVER SUCH FACILITIES. IT IS NOT INTENDED TO CERTIFY THE ACCURACY OF EXISTING SURFACE FEATURES OR SUBSURFACE CONDITIONS, WHICH MAY HAVE BEEN USED FOR DESIGN, BUT WERE CERTIFIED BY OTHER PROFESSIONALS.

LEGAL DESCRIPTION:

COMMENCE AT THE MOST WESTERLY CORNER OF LOT 1, BLOCK 12 OF LAUREL RIDGE NUMBER TWO AS SHOWN ON THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 15 AT PAGES 113 TO 120, INCLUSIVE, OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE N41°21'17"W, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF W. REXFORD DRIVE AS SHOWN ON SAID MAP OR PLAT, A DISTANCE OF 25.39 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE NORTHWESTERLY BOUNDARY OF SAID LAUREL RIDGE NUMBER TWO; THENCE CONTINUE N41°21'17"W, ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 8.90 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 48°11'23"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 21.03 FEET TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N17°15'36"W, 20.41 FEET) TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 276°22'46"; THENCE NORTHERLY, WESTERLY AND SOUTHERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 241.19 FEET TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S48°38'43"W, 66.67 FEET) TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 48°11'23"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 21.03 FEET TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S65°26'59"E, 20.41 FEET) TO THE POINT OF INTERSECTION WITH A NON-TANGENT LINE, SAID POINT BEING ON THE BOUNDARY OF AN EXISTING GOLF COURSE AS DESCRIBED IN OFFICIAL RECORDS BOOK 852 AT PAGE 111 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE ALONG SAID BOUNDARY THE FOLLOWING COURSES AND DISTANCES: S53°40'16"W, A DISTANCE OF 615.10 FEET; S06°49'50"W, A DISTANCE OF 200.33 FEET; N76°53'45"W, A DISTANCE OF 567.49 FEET; N67°01'20"W, A DISTANCE OF 142.36 FEET; N56°51'15"W, A DISTANCE OF 278.73 FEET; N50°33'59"W, A DISTANCE OF 157.53 FEET; N66°49'03"W, A DISTANCE OF 97.25 FEET; S48°04'48"W, A DISTANCE OF 181.23 FEET TO A POINT ON THE NORTHEASTERLY BOUNDARY OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 920 AT PAGE 1950 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA; THENCE N68°36'06"W, ALONG SAID LANDS A DISTANCE OF 16.23 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 1030.00 FEET AND A CENTRAL ANGLE OF 05°15'03"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 94.39 FEET TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S55°45'24"W, 94.36 FEET) TO THE POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 770.00 FEET AND A CENTRAL ANGLE OF 24°39'56"; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 331.48 FEET TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S46°02'57"W, 328.93 FEET); THENCE S33°42'59"W, 73.27 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 87°29'05"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 38.17 FEET TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING S10°01'34"E, 34.57 FEET) TO A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF NORTH FOREST RIDGE BOULEVARD AS PER RECORD PLAT RECORDED IN PLAT BOOK 14, PAGES 29 TO 31 OF THE PUBLIC RECORDS OF CITRUS COUNTY, FLORIDA, SAID POINT BEING THE POINT OF CUSP WITH A CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 1335.00 FEET AND A CENTRAL ANGLE OF 04°38'08"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 108.01 FEET TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N56°05'10"W, 107.98 FEET) TO THE POINT OF CUSP WITH A CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 87°52'47"; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 38.34 FEET TO THE POINT OF TANGENCY OF SAID CURVE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N77°39'22"E, 34.70 FEET); THENCE N33°42'59"E, 72.89 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 830.00 FEET AND A CENTRAL ANGLE OF 24°39'56"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 357.31 FEET TO THE POINT OF TANGENCY (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N46°02'57"E, 354.56 FEET) TO THE POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 970.00 FEET AND A CENTRAL ANGLE OF 03°01'55"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 51.33 FEET TO A POINT ON A NON-TANGENT LINE (CHORD BEARING AND DISTANCE BETWEEN SAID POINTS BEING N56°51'58"E, 51.32 FEET), SAID LINE BEING THE AFORESAID NORTHEASTERLY BOUNDARY OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 920 AT PAGE 1950; THENCE N68°36'06"W, ALONG SAID NORTHEASTERLY BOUNDARY, 129.32 FEET; THENCE N42°29'19"E, LEAVING SAID LANDS, A DISTANCE OF 64.31 FEET TO THE AFOREMENTIONED BOUNDARY OF SAID GOLF COURSE; THENCE ALONG SAID BOUNDARY THE FOLLOWING COURSES AND DISTANCES: S68°36'06"E, A DISTANCE OF 16.08 FEET; N42°29'19"E, A DISTANCE OF 1523.30 FEET; N79°48'51"E, A DISTANCE OF 137.30 FEET; N87°28'03"E, A DISTANCE OF 185.82 FEET; THENCE DEPARTING SAID BOUNDARY, N02°31'57"W, A DISTANCE OF 30.00 FEET; THENCE N87°28'03"E, A DISTANCE OF 118.39 FEET; THENCE S80°47'51"E, A DISTANCE OF 263.79 FEET; THENCE N14°53'57"E, A DISTANCE OF 136.26 FEET; THENCE S75°06'03"E, A DISTANCE OF 30.00 FEET TO THE AFOREMENTIONED BOUNDARY OF SAID GOLF COURSE; THENCE ALONG SAID BOUNDARY THE FOLLOWING COURSES AND DISTANCES: N14°53'57"E, A DISTANCE OF 127.62 FEET; N87°47'27"E, A DISTANCE OF 384.52 FEET; S40°40'40"E, A DISTANCE OF 230.45 FEET; S35°46'56"W, A DISTANCE OF 644.88 FEET; S58°32'03"W, A DISTANCE OF 390.59 FEET; S33°54'28"W, A DISTANCE OF 110.89 FEET TO A POINT ON THE BOUNDARY OF SAID LAUREL RIDGE NUMBER TWO; THENCE S58°44'02"W, ALONG SAID BOUNDARY A DISTANCE OF 121.88 FEET TO THE POINT OF BEGINNING.

CONTAINING 59.66 ACRES, MORE OR LESS.

PROJECT SUMMARY

PROPOSED LAND USE: RESIDENTIAL
NUMBER OF LOTS: 207 (TWO HUNDRED SEVEN)
NUMBER OF LOTS (PHASE 1): 69 (SIXTY NINE)
LENGTH OF ROADWAY: 8,872 FEET ±
TOTAL PROJECT AREA: 59.66 ACRES±
PROJECT ZONING: SFC (SINGLE FAMILY CLUSTER)
GROSS DENSITY: 3.47 LOTS PER ACRE
WATER SUPPLY: ROLLING OAKS UTILITIES
SEWAGE DISPOSAL: ROLLING OAKS UTILITIES
ROAD STATUS: PUBLIC
DRAINAGE STATUS: PRIVATE
TRACTS "A", "C", "E": PRIVATE RECREATION/OPEN SPACE
TRACTS "B", "D", "F", "G": PRIVATE DRAINAGE RETENTION/ OPEN SPACE
TRACT "H": PUBLIC ROAD RIGHT-OF-WAY
TRACT "I": PRIVATE SIGNAGE

INDEX:

SHEET NO.		CONTENTS
	1	COVER SHEET
	~~2~~	~~KEY MAP~~
	~~3~~	~~SURFACE WATER POLLUTION PREVENTION PLAN~~
	~~4~~	~~PREDEVELOPMENT WATERSHED MAP~~
	~~5~~	~~POST DEVELOPMENT WATERSHED MAP~~
	~~6~~	~~DRAINAGE PLAN~~
	~~7~~	~~DRAINAGE STRUCTURE AND PIPE TABLES~~
8 AND 11	~~8-11~~	DRA DETAILS (DELETED SHEETS 9-10)
	12	DRAINAGE DETAILS
	~~13~~	~~LOT GRADING PLAN~~
	~~14~~	~~SODDING PLAN~~
	15	ROADWAY DETAILS
	~~16~~	~~SIGNAGE, STRIPING, AND SITE PLAN~~
	~~17~~	~~MASTER WATER PLAN~~
	~~18-19~~	~~WATER DETAILS~~
	~~20~~	~~MASTER SEWER PLAN~~
	~~21-22~~	~~SEWER DETAILS~~
	23	LIFT STATION DETAILS
24-27,29,30,34 AND 37	~~24-38~~	PLAN AND PROFILES (DELETED SHEETS 28, 31-33, 35, 36, 38)
	~~39-41~~	SPECIFICATIONS

OWNER:

TWISTED OAKS PROPERTIES, LLC
STEVEN FISHER
2500 WESTON ROAD
SUITE 311
WESTON, FL 33331

* = AS-BUILT
SURVEY NOT VALID OR COMPLETE WITHOUT SHEETS 1, 8, 11, 12, 15, 23, 24, 25, 26, 27, 29, 30, 34 AND 37.

THOMAS LA SENNA LAND SURVEYING

6740 SE 110TH STREET, SUITE 507 BELLEVIEW FLORIDA 34420

(352) 307-0160

NOTES:
1. *AS-BUILT SURVEY BY: Thomas La Senna Land Surveying*
2. *DATE OF AS-BUILT FIELD WORK: NOVEMBER 22, 2019.*
3. *ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.*
4. *ELEVATIONS ARE BASED ON BENCHMARKS SUPPLIED BY PROJECT ENGINEER (REFER TO SITE PLAN).*
5. *REFER TO FIELD BOOK 193.*

RECEIVED
JAN 15 2021
PLT-18-15
Citrus County Engineering

SURVEY MAP AND COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THOMAS LA SENNA, PSM No. 5552

DRAWN K.L.W.
CHECKED T.E.B.
DRAWING BASE18-21
LAYOUT CVR
DATE AUGUST 2018

BURRELL ENGINEERING, INC.
CIVIL ENGINEERING C.A. No. 7973
BEI
12005 N. FLORIDA AVE DUNNELLON, FL 34434 PH. 352-489-4144 FAX 352-489-4741

FAIRWAYS AT TWISTED OAKS
PHASE 1
CITRUS COUNTY, FLORIDA

COVER SHEET

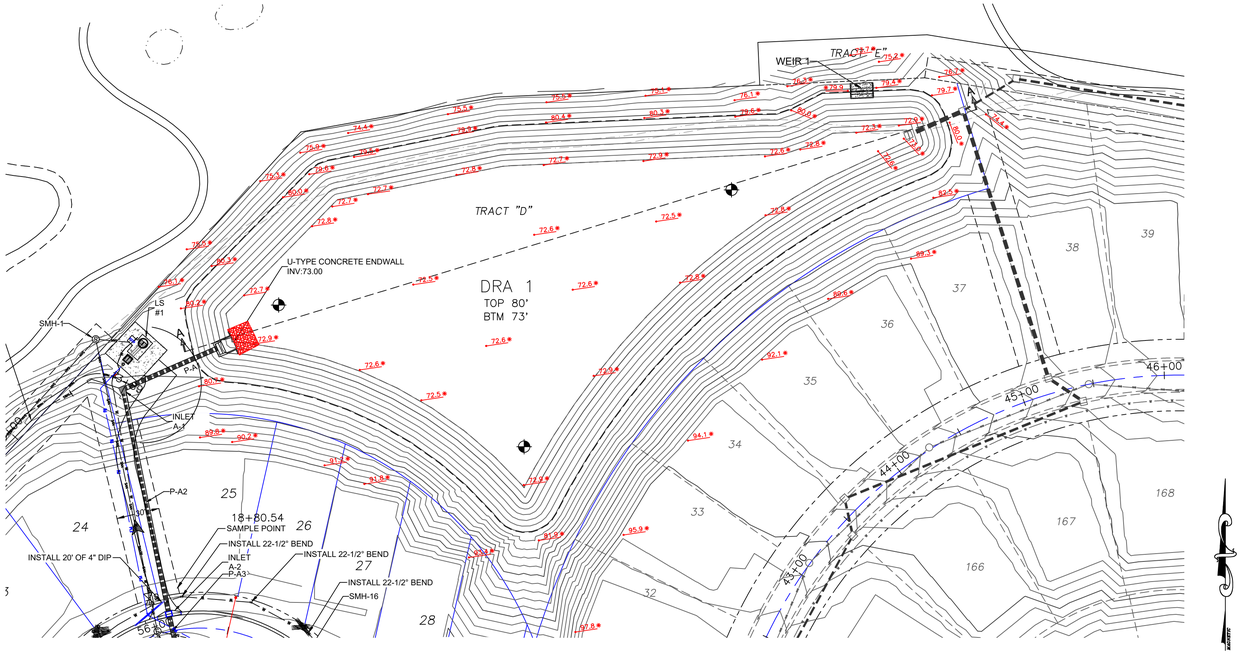
NO.	REVISION	DATE
1	REVISED PROJECT SUMMARY TO NOTE DRAINAGE REMAINING PRIVATE	4/2/19
2	PHASED CONSTRUCTION PLANS	5/1/19

TROY E. BURRELL, JR., P.E.
REG. ENGINEER NO. 36044
STATE OF FLORIDA
DATE _____

JOB NO. 18-21
F.B. NO. _____
FILE NO. Q-69
SEC 12 TWP 18S RGE 18E

SHT 1 OF 41

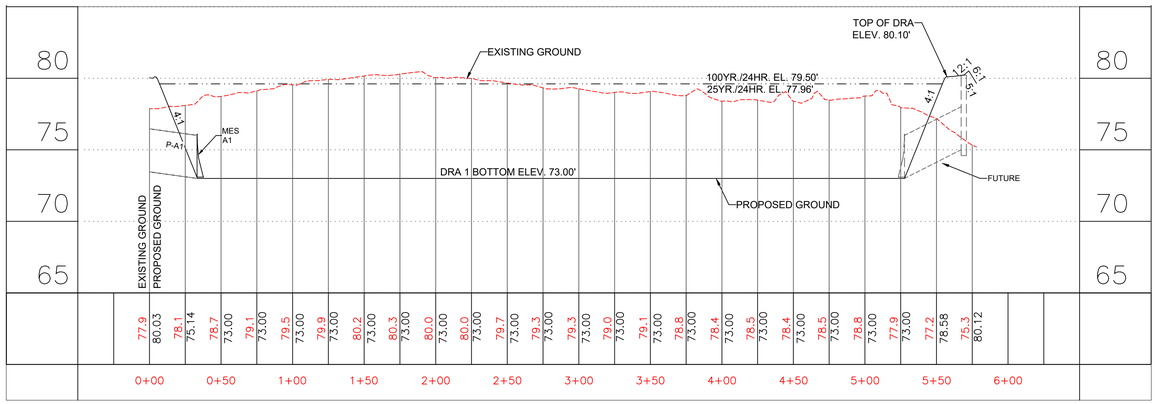
Attachment: Exhibit D-As-Built Survey (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)



✳ = AS-BUILT
SURVEY NOT VALID OR COMPLETE WITHOUT SHEETS 1, 8, 11, 12, 15, 23, 24, 25, 26, 27, 29, 30, 34 AND 37.
TP = TOP OF PIPE ELEVATION
GND = GROUND ELEVATION

DRA 1
SECTION A-A

SCALE: HOR. 1"=50'
VER. 1"=5'



DRA POINTS					
Point #	Northing	Easting	Longitude	Latitude	Elevation
1	1673730.8614	514454.6708	W082° 26' 34.97"	N028° 56' 14.03"	80.00
2	1673748.3559	514458.1653	W082° 26' 34.94"	N028° 56' 14.20"	80.00
3	1673757.7925	514465.9158	W082° 26' 34.85"	N028° 56' 14.30"	80.00
4	1673828.7238	514534.7202	W082° 26' 34.08"	N028° 56' 15.00"	80.00
5	1673834.9986	514540.8564	W082° 26' 34.01"	N028° 56' 15.06"	80.00
6	1673841.4403	514553.5250	W082° 26' 33.87"	N028° 56' 15.13"	80.00
7	1673865.4662	514670.4323	W082° 26' 32.55"	N028° 56' 15.37"	80.00
8	1673866.3298	514679.1859	W082° 26' 32.45"	N028° 56' 15.38"	80.00
9	1673874.2977	514867.0727	W082° 26' 30.34"	N028° 56' 15.47"	80.00
10	1673888.8320	514899.1740	W082° 26' 29.98"	N028° 56' 15.61"	80.00
11	1673889.9239	514969.8013	W082° 26' 29.18"	N028° 56' 15.62"	80.00
12	1673874.7915	514984.3842	W082° 26' 29.02"	N028° 56' 15.47"	80.00
13	1673853.5965	514990.0563	W082° 26' 28.95"	N028° 56' 15.26"	80.00
14	1673836.0972	514982.4638	W082° 26' 29.04"	N028° 56' 15.09"	80.00
15	1673825.3845	514960.3921	W082° 26' 29.29"	N028° 56' 14.98"	80.00
16	1673791.0785	514893.7090	W082° 26' 30.04"	N028° 56' 14.64"	80.00
17	1673730.4157	514814.5271	W082° 26' 30.92"	N028° 56' 14.04"	80.00
18	1673675.0529	514764.1296	W082° 26' 31.49"	N028° 56' 13.49"	80.00
19	1673634.1482	514735.4836	W082° 26' 31.81"	N028° 56' 13.08"	80.00
20	1673593.9551	514712.7016	W082° 26' 32.06"	N028° 56' 12.68"	80.00
21	1673582.0440	514696.2784	W082° 26' 32.25"	N028° 56' 12.57"	80.00
22	1673588.4216	514674.6721	W082° 26' 32.49"	N028° 56' 12.63"	80.00
23	1673613.9625	514650.6289	W082° 26' 32.76"	N028° 56' 12.88"	80.00
24	1673643.2810	514613.2104	W082° 26' 33.19"	N028° 56' 13.17"	80.00
25	1673667.5765	514566.8672	W082° 26' 33.71"	N028° 56' 13.41"	80.00
26	1673682.2626	514519.3655	W082° 26' 34.24"	N028° 56' 13.55"	80.00
27	1673687.0345	514483.5441	W082° 26' 34.65"	N028° 56' 13.60"	80.00
28	1673690.9536	514470.4608	W082° 26' 34.80"	N028° 56' 13.64"	80.00
29	1673705.9901	514460.0729	W082° 26' 34.91"	N028° 56' 13.78"	80.00
30	1673734.4975	514482.5298	W082° 26' 34.66"	N028° 56' 14.07"	73.00
31	1673814.1864	514560.4478	W082° 26' 33.79"	N028° 56' 14.86"	73.00
32	1673837.5427	514675.6142	W082° 26' 32.49"	N028° 56' 15.09"	73.00
33	1673845.9872	514872.0735	W082° 26' 30.28"	N028° 56' 15.19"	73.00
34	1673860.7261	514906.5538	W082° 26' 29.89"	N028° 56' 15.33"	73.00
35	1673862.9456	514958.3616	W082° 26' 29.31"	N028° 56' 15.36"	73.00
36	1673856.1209	514960.6157	W082° 26' 29.29"	N028° 56' 15.29"	73.00
37	1673829.0838	514902.6507	W082° 26' 29.94"	N028° 56' 15.02"	73.00
38	1673750.6521	514794.6064	W082° 26' 31.15"	N028° 56' 14.24"	73.00
39	1673648.8241	514711.1728	W082° 26' 32.08"	N028° 56' 13.23"	73.00
40	1673609.5641	514697.9332	W082° 26' 32.23"	N028° 56' 12.84"	75.00
41	1673601.9895	514691.7480	W082° 26' 32.30"	N028° 56' 12.76"	75.00
42	1673613.0546	514690.8103	W082° 26' 32.31"	N028° 56' 12.87"	73.00
43	1673633.7837	514670.9627	W082° 26' 32.54"	N028° 56' 13.08"	73.00
44	1673653.3401	514648.1451	W082° 26' 32.79"	N028° 56' 13.27"	73.00
45	1673669.1376	514625.6463	W082° 26' 33.05"	N028° 56' 13.43"	73.00
46	1673694.1945	514576.7704	W082° 26' 33.60"	N028° 56' 13.67"	73.00
47	1673709.8558	514524.1246	W082° 26' 34.19"	N028° 56' 13.82"	73.00
48	1673714.8267	514486.8024	W082° 26' 34.61"	N028° 56' 13.87"	73.00

DRAWN K.L.W.
CHECKED T.E.B.
DRAWING BASE18-21
LAYOUT DRA
DATE AUGUST 2018

BURRELL ENGINEERING, INC.
CIVIL ENGINEERING C.A. No. 7973
BEI
12005 N. FLORIDA AVE DUNNELLON, FL 34434 PH: 352-489-4144 FAX 352-489-4741

FAIRWAYS AT TWISTED OAKS
PHASE 1
CITRUS COUNTY, FLORIDA

DRA DETAIL

NO.	REVISION	DATE
1	ADDED TRACT NAMES	4/8/19
2	PHASED CONSTRUCTION	4/22/19
3	TURNED ON EXISTING SURFACE CONTOURS	4/29/19

TROY E. BURRELL, JR., P.E.
REG. ENGINEER NO. 36044
STATE OF FLORIDA
DATE _____

JOB NO. 18-21
F.B. NO. _____
FILE NO. Q-69
SEC 12 TWP 18S RGE 18E

SHT 8 OF 41

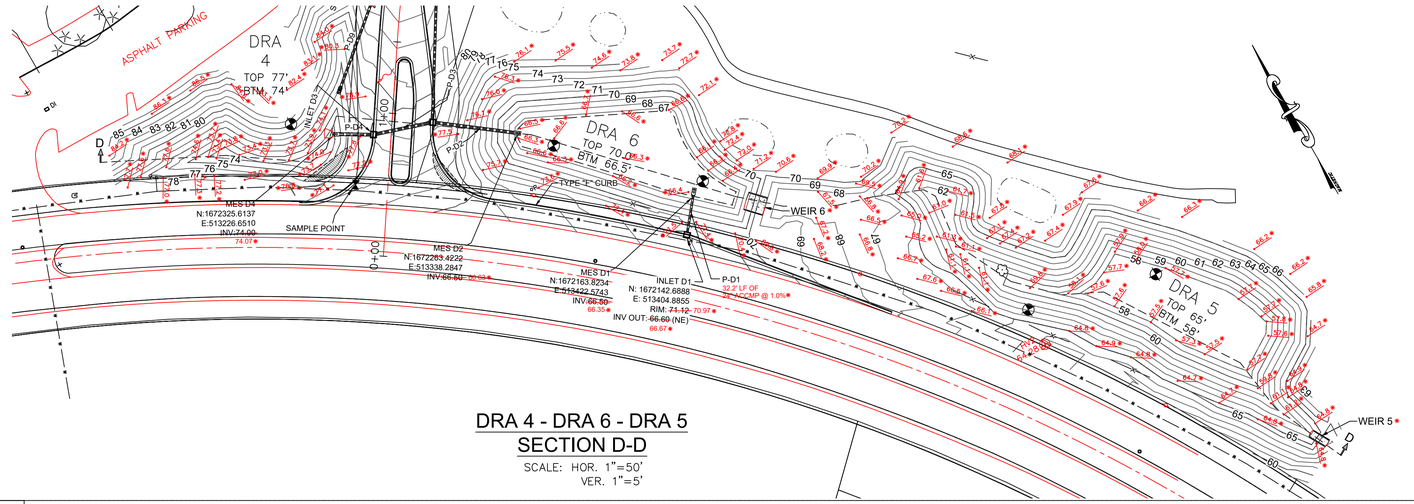
Attachment: Exhibit D-As-Built Survey (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)

DRA POINTS					
Point #	Northing	Easting	Longitude	Latitude	Elevation
106	1672366.8543	513100.3652	W082° 26' 50.16"	N028° 56' 00.48"	77.00
107	1672369.2732	513163.1123	W082° 26' 49.45"	N028° 56' 00.50"	77.00
108	1672346.5107	513178.5515	W082° 26' 49.28"	N028° 56' 00.28"	77.00
109	1672335.9087	513204.1436	W082° 26' 48.99"	N028° 56' 00.17"	77.00
110	1672348.3971	513232.7958	W082° 26' 48.67"	N028° 56' 00.30"	77.00
111	1672367.9389	513256.2210	W082° 26' 48.40"	N028° 56' 00.49"	77.00
112	1672331.5011	513241.9481	W082° 26' 48.56"	N028° 56' 00.13"	77.00
113	1672311.2811	513230.7777	W082° 26' 48.69"	N028° 55' 59.93"	77.00
114	1672300.9804	513211.1181	W082° 26' 48.91"	N028° 55' 59.83"	77.00
115	1672307.0254	513187.7317	W082° 26' 49.17"	N028° 55' 59.89"	77.00
116	1672351.6261	513128.5303	W082° 26' 49.84"	N028° 56' 00.33"	77.00
117	1672248.2329	513322.1019	W082° 26' 47.66"	N028° 55' 59.31"	70.00
118	1672264.8082	513322.6669	W082° 26' 47.65"	N028° 55' 59.47"	70.00
119	1672278.4457	513331.1148	W082° 26' 47.56"	N028° 55' 59.61"	70.00
120	1672282.7204	513348.8543	W082° 26' 47.36"	N028° 55' 59.65"	70.00

DRA POINTS					
Point #	Northing	Easting	Longitude	Latitude	Elevation
121	1672238.1080	513441.5165	W082° 26' 46.31"	N028° 55' 59.21"	70.00
122	1672226.7761	513451.6906	W082° 26' 46.20"	N028° 55' 59.10"	70.00
123	1672214.1266	513451.9318	W082° 26' 46.20"	N028° 55' 58.98"	70.00
124	1672182.5295	513450.7243	W082° 26' 46.21"	N028° 55' 58.66"	70.00
125	1672163.9981	513458.4112	W082° 26' 46.12"	N028° 55' 58.48"	70.00
126	1672151.0436	513469.3102	W082° 26' 46.00"	N028° 55' 58.35"	70.00
127	1672125.8412	513443.0950	W082° 26' 46.29"	N028° 55' 58.10"	70.00
128	1672168.7080	513396.7666	W082° 26' 46.81"	N028° 55' 58.52"	70.00
129	1672145.0336	513442.8359	W082° 26' 46.30"	N028° 55' 58.29"	66.50
130	1672178.5061	513406.7815	W082° 26' 46.70"	N028° 55' 58.62"	66.50
131	1672253.7180	513336.2890	W082° 26' 47.50"	N028° 55' 59.36"	66.50
132	1672260.6181	513336.5242	W082° 26' 47.50"	N028° 55' 59.43"	66.50
133	1672267.9315	513347.3166	W082° 26' 47.38"	N028° 55' 59.51"	66.50
134	1672225.4994	513435.4502	W082° 26' 46.38"	N028° 55' 59.09"	66.50
135	1672218.2992	513438.5765	W082° 26' 46.35"	N028° 55' 59.02"	66.50

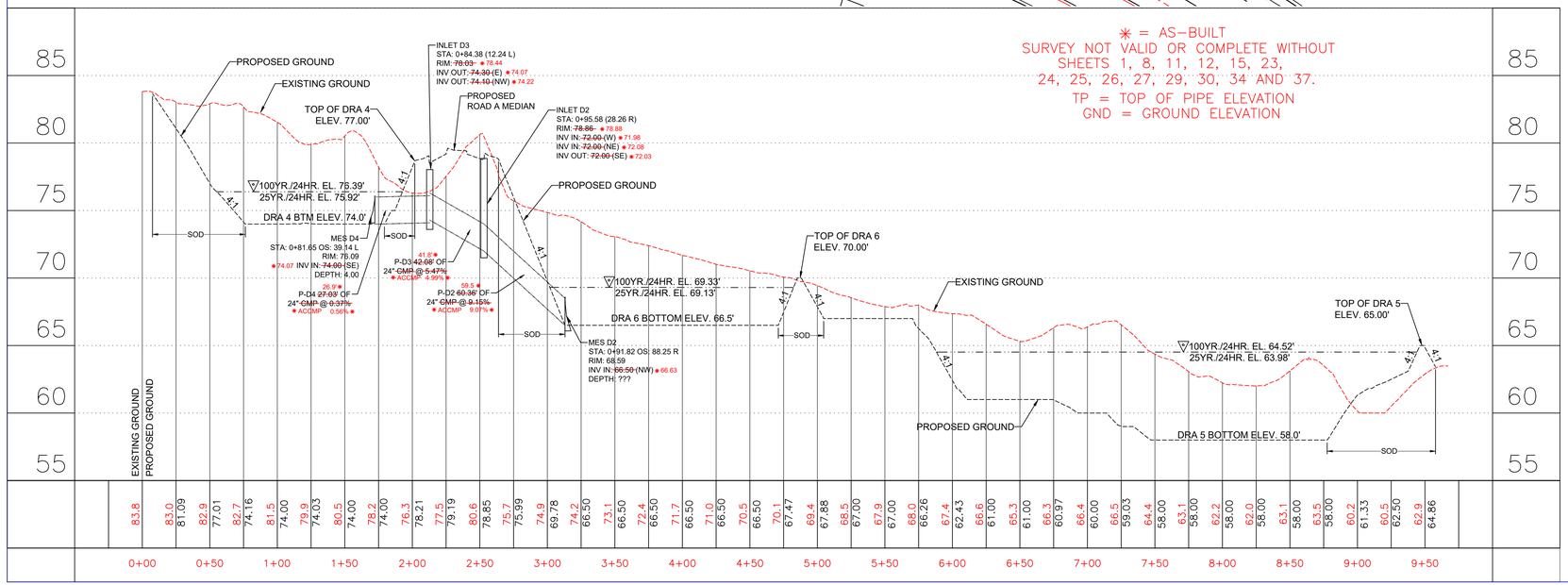
DRA POINTS					
Point #	Northing	Easting	Longitude	Latitude	Elevation
136	1672151.7551	513449.8399	W082° 26' 46.22"	N028° 55' 58.36"	66.50
137	1672095.4686	513545.8004	W082° 26' 45.13"	N028° 55' 57.80"	65.00
138	1672102.4460	513569.5584	W082° 26' 44.87"	N028° 55' 57.87"	65.00
139	1672072.9784	513594.6842	W082° 26' 44.58"	N028° 55' 57.58"	65.00
140	1672048.1631	513581.3239	W082° 26' 44.73"	N028° 55' 57.34"	65.00
141	1672001.2294	513618.0497	W082° 26' 44.32"	N028° 55' 56.87"	65.00
142	1671999.4454	513631.9676	W082° 26' 44.16"	N028° 55' 56.86"	65.00
143	1672016.6459	513658.8351	W082° 26' 43.86"	N028° 55' 57.03"	65.00
144	1671935.3242	513735.6021	W082° 26' 42.99"	N028° 55' 56.23"	65.00
145	1671883.2766	513755.7744	W082° 26' 42.76"	N028° 55' 55.71"	65.00
146	1671860.4927	513741.2662	W082° 26' 42.92"	N028° 55' 55.49"	65.00
147	1671835.2610	513712.6503	W082° 26' 43.25"	N028° 55' 55.24"	65.00
148	1671801.8625	513719.6805	W082° 26' 43.16"	N028° 55' 54.90"	65.00
149	1671797.5753	513709.7528	W082° 26' 43.28"	N028° 55' 54.86"	65.00
150	1671838.0560	513682.4014	W082° 26' 43.59"	N028° 55' 55.26"	65.00

DRA POINTS					
Point #	Northing	Easting	Longitude	Latitude	Elevation
151	1671913.7909	513630.9271	W082° 26' 44.17"	N028° 55' 56.01"	65.00
152	1671988.6620	513563.7369	W082° 26' 44.93"	N028° 55' 56.75"	65.00
153	1672039.3454	513543.1568	W082° 26' 45.16"	N028° 55' 57.25"	65.00
154	1672055.7624	513542.6833	W082° 26' 45.17"	N028° 55' 57.41"	65.00
155	1672072.0578	513551.3105	W082° 26' 45.07"	N028° 55' 57.57"	65.00
156	1671969.9853	513622.6988	W082° 26' 44.26"	N028° 55' 56.57"	58.00
157	1671981.7888	513657.3420	W082° 26' 43.87"	N028° 55' 56.68"	58.00
158	1671920.7186	513711.7069	W082° 26' 43.26"	N028° 55' 56.08"	58.00
159	1671891.4949	513723.8864	W082° 26' 43.12"	N028° 55' 55.79"	58.00
160	1671880.8430	513721.0246	W082° 26' 43.15"	N028° 55' 55.69"	58.00
161	1671865.4304	513696.4141	W082° 26' 43.43"	N028° 55' 55.53"	58.00
162	1671902.1945	513667.4747	W082° 26' 43.76"	N028° 55' 55.90"	58.00
163	1671928.1550	513655.0602	W082° 26' 43.90"	N028° 55' 56.15"	58.00

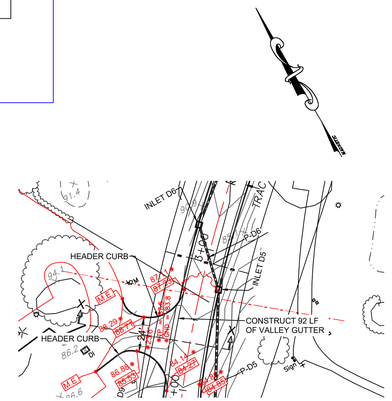


DRA 4 - DRA 6 - DRA 5
SECTION D-D

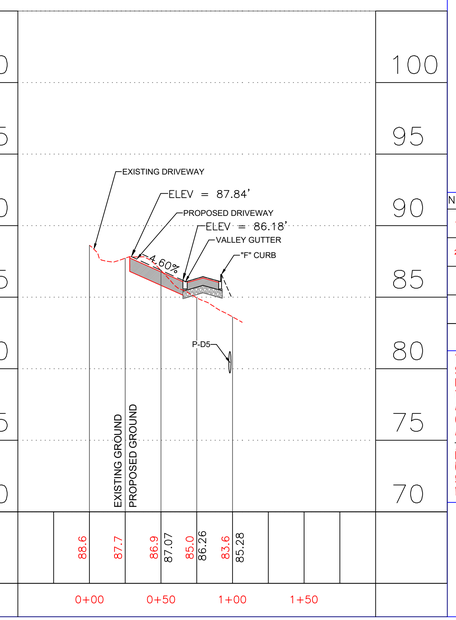
SCALE: HOR. 1"=50'
VER. 1"=5'



✳ = AS-BUILT
SURVEY NOT VALID OR COMPLETE WITHOUT
SHEETS 1, 8, 11, 12, 15, 23,
24, 25, 26, 27, 29, 30, 34 AND 37.
TP = TOP OF PIPE ELEVATION
GND = GROUND ELEVATION



PROPOSED DRIVEWAY ACCESS
TO EXISTING CLUBHOUSE



DRAWN K.L.W.
CHECKED T.E.B.
DRAWING BASE18-21
LAYOUT DRA
DATE AUGUST 2018

BURRELL ENGINEERING, INC.
CIVIL ENGINEERING C.A. No. 7973
BEI
12005 N. FLORIDA AVE DUNNELLON, FL 34434 PH. 352-489-4144 FAX 352-489-4741

FAIRWAYS AT TWISTED OAKS
PHASE 1
CITRUS COUNTY, FLORIDA

DRA DETAIL AND
DRIVEWAY PROFILE

NO.	REVISION	DATE
1	REVISED ENTRANCE AND DRAS 4-6	4/2/19
2	TURNED ON EXISTING SURFACE CONTOURS	4/29/19

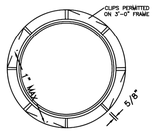
TROY E. BURRELL, JR. P.E.
STATE OF FLORIDA, PROFESSIONAL ENGINEER,
LICENSE NO. 36044
THIS ITEM HAS BEEN ELECTRONICALLY SIGNED
AND SEALED BY TROY E. BURRELL, JR. P.E.
ON 04/16/2019 USING A SHA-1
AUTHENTICATION CODE.

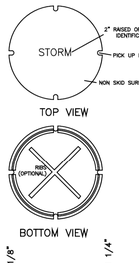
PRINTED COPIES OF THIS DOCUMENT ARE NOT
CONSIDERED SIGNED AND SEALED AND THE
SHA-1 AUTHENTICATION CODE MUST BE
VERIFIED ON ANY ELECTRONIC COPIES.

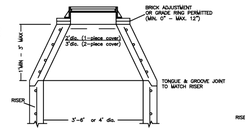
JOB NO. 18-21
F.B. NO.
FILE NO. Q-69
SEC 12 TWP 18S RGE 18E

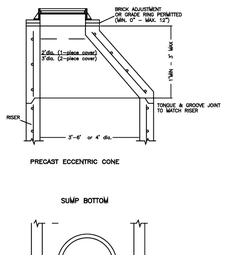
SHT 11 OF 41

Attachment: Exhibit D-As-Built Survey (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)

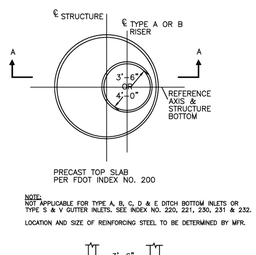








NOTE:
SUMP BOTTOM APPROPRIATE FOR ALL MANHOLE AND INLET TYPES. SUMPS ARE TO BE CONSTRUCTED IN INLET AND MANHOLES CONNECTED TO FRENCH DRAINS UNLESS EXCLUDED IN THE PLANS. AT OTHER LOCATIONS, SUMP IS ONLY TO BE CONSTRUCTED WHERE CALLED FOR IN THE PLANS. WEEP HOLES TO BE CONSTRUCTED IN SUMP BOTTOM WHERE SPECIFICALLY CALLED FOR IN THE PLANS. COST OF SUMP BOTTOM AND WEEP HOLE TO BE INCLUDED IN THE CONTRACT UNIT PRICE FOR INLET OR MANHOLE.



NOTE:
NOT APPLICABLE FOR TYPE A, B, C, D & E DITCH BOTTOM INLETS OR TYPE S & V GUTTER INLETS. SEE INDEX NO. 220, 221, 230, 231 & 232.

LOCATION AND SIZE OF REINFORCING STEEL TO BE DETERMINED BY MFR.

NOTE:
WHEN THE INSIDE DIAMETER OF A ROUND STRUCTURE IS NOT MORE THAN 1'-6" LARGER THAN THE OPENING IN THE RISER OR TOP SLAB, THE TOP OF THE STRUCTURE OR RISER SHALL BE CONSTRUCTED ACCORDING TO THE "SPECIAL TOP SLAB".

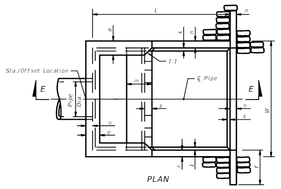
LOCATION AND SIZE OF REINFORCING STEEL TO BE DETERMINED BY MFR.

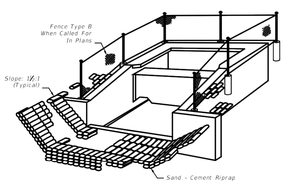
ROUND STRUCTURE BOTTOMS (ALTERNATE A) & ROUND RISERS– TABLE 1
Wall thickness (t1&t2) and verticle & horizontal areas of reinforcement (As)

Type	Structure /Riser Diameter (feet)	Cast–in–Place Items Class II Concrete			Precast Items Class II Concrete			ASTM C478	
		t1 Riser (Inches)	t2 Bottom (Inches)	As (in^2/ft)	t1 Riser (Inches)	t2 Bottom (Inches)	As (in^2/ft)	t1 or t2 (Inches)	As*** (in^2/ft)
P	3'–6"	6	8	0.20	6	8	0.20	4**	0.105
P	4'–0"	6	8	0.20	6	8	0.20	5**	0.120
J	5'–0"	–	8	0.20	–	8	0.20	6**	0.150
J	6'–0"	–	8	0.20	–	8	0.20	6	0.180
J	7'–0"	–	8	0.20	–	8	0.20	7	0.210
J	8'–0"	–	8	0.20	–	8	0.24	8	0.240
J	10'–0"	–	10	0.40**	–	10	0.40**	10	0.300
J	12'–0"	–	10	0.40**	–	10	0.40**	12	0.360

TABLE 1 NOTES:

** Provide 0.20 eq. in^2/ft at each face, 12" max. bar spacing.
** Modified minimum wall thickness
*** Min. total circumferential reinforcement for continuous steel hoops:
As = 0.50 sq.in. for riser section height equal or less than 2'–0" (2 hoop min.)
As = 0.75 sq.in. for riser section height more than 2'–0" up to 4'–0" (3 hoop min)
Areas of reinforcing for precast items are based on grade 60 reinforcing:
No reduction in the area of reinforcement is allowed for welded wire fabric in table 1:
Area of verticle reinforcing may be reduced in accordance with ASTM C478.





GENERAL NOTES

1. U-type concrete endwall energy dissipators are intended for use outside the clear zone.
2. Chamfer all exposed edges ¾".
3. Concrete shall be Class I, except ASTM C478 (4000 psi) concrete may be substituted for precast items manufactured in plants meeting the requirements of Section 449 of the Specifications.
4. Reinforcing steel shall have 2" min. cover.
5. Endwall to be paid for under the contract unit price for Class I Concrete (Endwalls), CY and Reinforcing Steel (Roadway), LB. Riprap to be paid for under the contract unit price for Riprap (Sand-Cement) (Roadway), CY. Cost of plastic filter fabric to be included in the contract unit price for riprap.
6. Fencing, when called for in the plans, to be paid for under the contract unit price for Fencing, Type B, LF. See Index 550-002 for details of Type B Fencing.

Pipe Size		Dimensions																	Concrete (CY)	Reinf. Steel (LB)	Sand Cement Riprap (CY)
		Feet – Inches										Inches									
Dia (in)	A_p (ft^2)	W	H	L	a	b	c	d	e	f	g	m	n	p	s	t	k				
30	4.91	59	9-0	6-3	10-8	4-7	6-1	3-4	1-4	1-2	2-6	3-0	1-11	6	6¾	7	7	3	6.72	736	10.6
36	7.07	85	10-5	7-3	12-4	5-3	7-1	3-10	1-7	1-3	3-0	3-6	2-3	7	7¾	8	8	3	10.34	1,072	13.6
42	9.62	115	11-10	8-0	14-0	6-0	8-0	4-5	1-9	1-6	3-0	3-11	2-6	8	8¾	9	8	4	14.82	1,429	17.5
48	12.57	151	13-3	9-0	15-8	6-9	8-11	4-11	2-0	1-7	3-0	4-5	2-10	9	9¾	10	8	4	20.36	2,000	22.1
54	15.90	191	14-8	9-9	17-4	7-4	10-0	5-5	2-2	1-10	3-0	4-11	3-0	10	10¾	10	8	4	27.19	2,659	27.2
60	13.63	236	16-1	10-9	19-0	8-0	11-0	5-11	2-5	1-11	3-0	5-4	3-4	11	11¾	11	8	6	34.49	3,552	32.5
66	23.76	285	17-3	11-6	20-6	8-8	11-10	6-5	2-7	2-1	3-0	5-9	3-7	12	12¾	12	8	6	42.82	4,472	38.3
72	28.27	339	18-6	12-3	22-0	9-3	12-9	6-11	2-9	2-3	3-0	6-2	3-9	12	12¾	12	8	6	50.68	5,426	44.5

U–TYPE CONCRETE ENDWALL ENERGY DISSIPATOR 30" TO 72" PIPE

NTS

WEIGHT OF CASTINGS						
FRAME TYPE	2' OPENING		3' OPENING			
	FRAME	COVER (STD.)	FRAME	2 PIECE COVER		
				INSIDE	OUTSIDE	TOTAL
1	155 LBS.	190 LBS.	180 LBS.	190 LBS.	220 LBS.	410 LBS.

MANHOLE TOPS

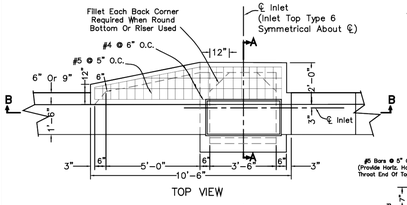
NOTES (TOPS)

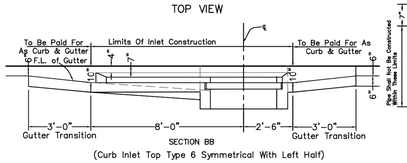
1. MANHOLE TOP TYPE 7 SLABS SHALL BE OF CLASS II CONCRETE. CONCRETE AS SPECIFIED IN ASTM C478 MAY BE USED FOR PRECAST UNITS; SEE GENERAL NOTE #3.
2. MANHOLE TOP TYPE 7 SLABS MAY BE OF CAST–IN–PLACE OR PRECAST CONSTRUCTION. THE OPTIONAL KEY IS FOR PRECAST TOPS AND IN LIEU OF DOWELS. FRAME AND SLAB OPENINGS ARE TO BE OMITTED WHEN TOP IS USED OVER A JUNCTION BOX.
3. MANHOLE TOP TYPE 8 MAY BE OF CAST–IN–PLACE OR PRECAST CONCRETE CONSTRUCTION OR BRICK CONSTRUCTION. FOR CONCRETE CONSTRUCTION, THE CONCRETE AND STEEL REINFORCEMENTS SHALL BE THE SAME AS THE SUPPORTING WALL UNIT. AN ECCENTRIC CONE MAY BE USED.
4. MANHOLE TOPS SHALL BE SECURED TO STRUCTURES BY OPTIONAL CONSTRUCTION JOINTS AS SHOWN ON SHEET 3 OF 4.
5. FRAMES CAN BE ADJUSTED A MAXIMUM 12" HEIGHT WITH BRICK OR PRECAST ASTM C478 GRADE RINGS.
6. SUBSTITUTION OF MANHOLE TOP TYPE 8 FOR MANHOLE TOP TYPE 7 IS ALLOWED PROVIDED THAT THE MINIMUM DIMENSIONS SHOWN ABOVE ARE NOT REDUCED.
7. SUBSTITUTION OF MANHOLE TOP TYPE 7 FOR TYPE 8 IS ALLOWED IF THE MINIMUM THICKNESS (H) ABOVE PIPE OPENING CANNOT BE MAINTAINED WITH MANHOLE TOP TYPE 8.

DESIGN NOTES

1. MANHOLE TOP TYPE 8 SHOULD BE SPECIFIED IN THE PLANS WHEN DEPTHS SHOWN ABOVE CAN BE MAINTAINED.

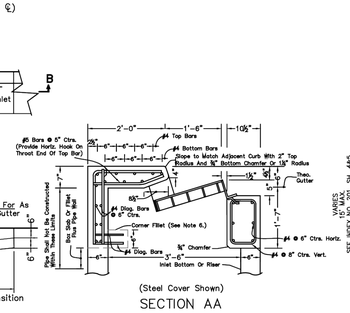
FDOT MANHOLE DETAIL



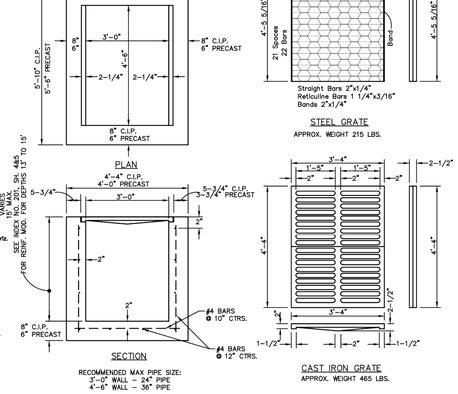


INLET TYPE 5

N.T.S.

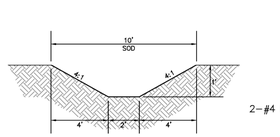


✳ = AS–BUILT
SURVEY NOT VALID OR COMPLETE WITHOUT SHEETS 1, 8, 11, 12, 15, 23, 24, 25, 26, 27, 29, 30, 34 AND 37.
TP = TOP OF PIPE ELEVATION
GND = GROUND ELEVATION



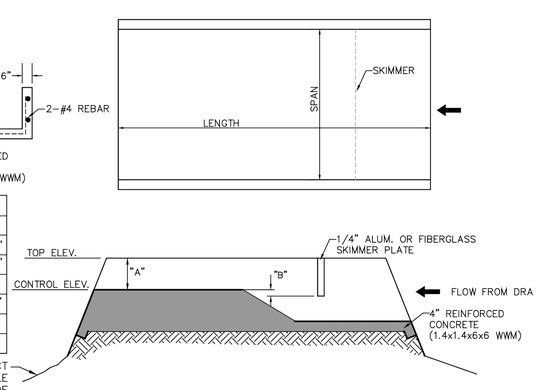
DITCH BOTTOM TYPE "E" INLET

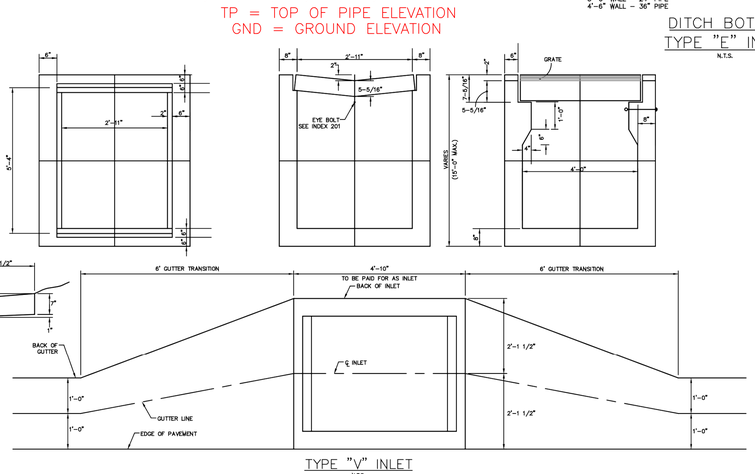
N.T.S.



CONCRETE WEIR AS-BUILT			
WEIR ID#	1	6	5
TOP ELEVATION	79.83 ✳	70.04' ✳	64.92' ✳
CONTROL ELEVATION	79.07 ✳	68.44' ✳	63.40' ✳
SPAN	15' ✳	12' ✳	5' ✳
LENGTH	10.80'✳	14.00' ✳	14.00' ✳
RISE "A"	0.76'✳	1.60' ✳	1.50' ✳
"B"	0.16'✳	0.16' ✳	0.16' ✳

CONCRETE WEIR			
WEIR ID#	1	6	5
TOP ELEVATION	80.10'	70.00'	65.00'
CONTROL ELEVATION	79.27'	68.50'	63.50'
SPAN	15'	12'	5'
LENGTH	10.6'	14.00'	14.00'
RISE "A"	0.83'	1.50'	1.50'
"B"	0.16'	0.16'	0.16'

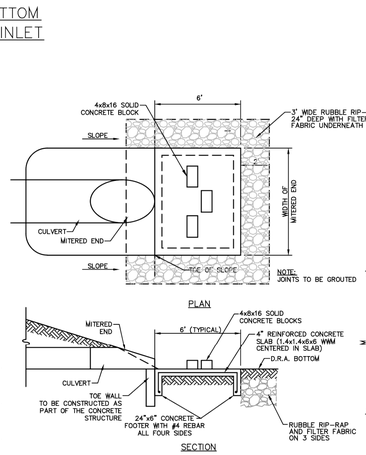




TYPE "V" INLET

N.T.S.

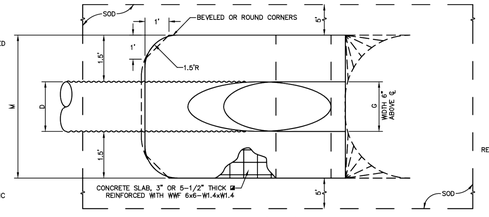
NOTE: IN CASE OF DIMENSION DISCREPANCIES MANUFACTURER SHALL CHECK FOR AND USE THE MOST CURRENT FDOT INDEX.



ENERGY DISSIPATOR

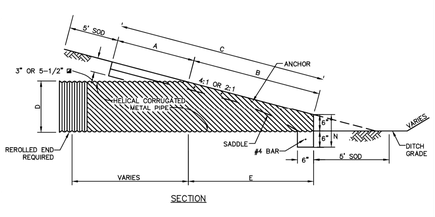
N.T.S.

DIMENSIONS AND QUANTITIES																								
														U										
	D	X	A	B	C	E	F	G	Single Pipe	Double Pipe	Triple Pipe	Quad. Pipe	N	5–1/2" CONCRETE SLAB (CY) @ Single Pipe	Double Pipe	Triple Pipe	Quad. Pipe	SODDING (SQ. YDS.) Single Pipe	Double Pipe	Triple Pipe	Quad. Pipe
2:1 SLOPE	18"	2'–7"	2.5'	1.68'	4.18'	1.50'	5.00'	1.23'	4.33'	6.92'	9.50'	12.08'	1.04'	0.35	0.54	0.74	0.94	21	24	27	29
	24"	3'–10"	2.5'	2.24'	4.74'	2.00'	6.00'	1.41'	4.58'	7.42'	10.20'	13.08'	1.04'	0.38	0.62	0.87	1.12	22	25	28	31
	30"	4'–3"	2.5'	2.80'	5.80'	3.00'	7.00'	1.73'	5.08'	8.00'	11.92'	15.33'	1.04'	0.47	0.76	1.05	1.34	23	27	31	35
	36"	4'–3"	2.5'	4.47'	6.97'	4.00'	8.00'	2.00'	5.58'	9.83'	14.08'	18.33'	1.04'	0.57	0.96	1.37	1.77	25	30	35	39
	42"	5'–0"	2.5'	5.59'	8.09'	5.00'	9.00'	2.24'	6.08'	11.17'	16.25'	21.33'	1.04'	0.67	1.19	1.72	2.26	27	33	38	44
	48"	6'–0"	2.5'	6.71'	9.21'	6.00'	10.00'	2.45'	6.58'	12.58'	18.58'	24.58'	1.04'	0.78	1.48	2.17	2.87	29	36	42	49
	54"	6'–9"	2.5'	7.83'	10.33'	7.00'	11.00'	2.65'	7.08'	13.83'	20.58'	27.33'	1.04'	0.89	1.71	2.54	3.36	31	38	46	53
	54"	9'–8"	2.5'	8.94'	11.44'	8.00'	12.00'	2.83'	7.58'	15.25'	22.92'	30.58'	1.04'	1.02	2.06	3.10	4.14	33	41	50	58
	60"	8'–6"	2.5'	10.06'	12.56'	9.00'	13.00'	3.00'	8.08'	16.58'	25.08'	33.58'	1.04'	1.14	2.38	3.63	4.89	34	44	53	63
4:1 SLOPE	18"	2'–7"	2.5'	3.09'	5.59'	3.00'	7.00'	1.23'	4.33'	6.92'	9.50'	12.08'	1.04'	0.44	0.68	0.91	1.15	22	25	28	31
	24"	3'–10"	2.5'	4.12'	6.62'	4.00'	8.00'	1.41'	4.58'	7.42'	10.25'	13.08'	1.04'	0.49	0.77	1.03	1.31	24	27	30	33
	30"	4'–3"	2.5'	6.18'	8.68'	6.00'	10.00'	1.73'	5.08'	8.50'	11.92'	15.33'	1.04'	0.65	1.09	1.58	2.07	27	33	38	44
	36"	4'–3"	2.5'	8.25'	10.75'	8.00'	12.00'	2.00'	5.58'	9.83'	14.08'	18.33'	1.04'	0.81	1.41	1.90	2.44	29	36	44	51
	42"	5'–0"	2.5'	10.31'	12.81'	10.00'	14.00'	2.24'	6.08'	11.17'	16.25'	21.33'	1.04'	0.97	1.68	2.41	3.14	32	38	46	49
	48"	6'–0"	2.5'	12.37'	14.87'	12.00'	16.00'	2.45'	6.58'	12.58'	18.58'	24.58'	1.04'	1.13	2.08	3.06	4.02	35	42	48	55
	48"	6'–9"	2.5'	14.43'	16.93'	14.00'	18.00'	2.65'	7.08'	13.83'	20.58'	27.33'	1.04'	1.29	2.49	3.69	4.88	38	46	53	60
	54"	7'–6"	2.5'	16.49'	18.99'	16.00'	20.00'	2.83'	7.58'	15.25'	22.92'	30.58'	1.04'	1.48	2.98	4.47	5.98	41	49	58	66
	60"	8'–6"	2.5'	18.55'	21.05'	18.00'	22.00'	3.00'	8.08'	16.58'	25.08'	33.58'	1.04'	1.66	3.49	5.31	7.13	44	53	63	72



MITERED END DETAIL

N.T.S.



BURRELL ENGINEERING, INC.
CIVIL ENGINEERING C.A. No. 7973
12005 N. FLORIDA AVE DUNNELLON, FL 34434 PH. 352-489-4144 FAX 352-489-4741
BEI

DRAWN K.L.W.
CHECKED T.E.B.
DRAWING BASE18–21
LAYOUT DDT
DATE AUGUST 2018

FAIRWAYS AT TWISTED OAKS
PHASE 1
CITRUS COUNTY, FLORIDA

DRAINAGE DETAILS

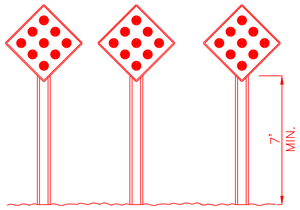
NO.	REVISION	DATE
1	REVISED WEIR TABLE	4/2/19
2	ADDED U-TYPE ENDWALL DETAIL	4/8/19

TROY E. BURRELL, JR., P.E.
REG. ENGINEER NO. 36044
STATE OF FLORIDA
DATE _____

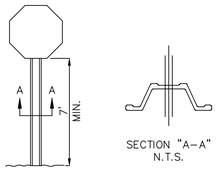
JOB NO. 18–21
F.B. NO. _____
FILE NO. Q–69
SEC 12 TWP 18S RGE 18E

SHT 12 OF 41

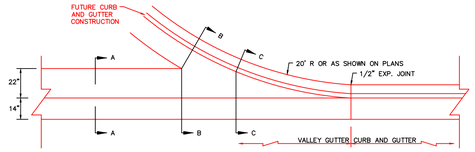
Attachment: Exhibit D-As-Built Survey (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)

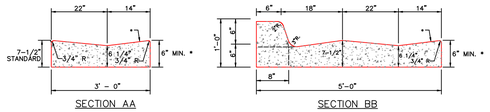


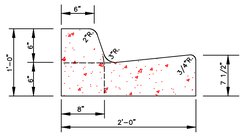
DEAD END SIGN DETAIL
N.T.S.



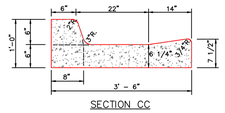
TYPICAL TRAFFIC CONTROL SIGN
N.T.S.







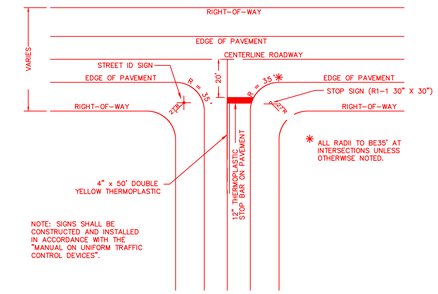
TYPE "F" CURB
N.T.S.



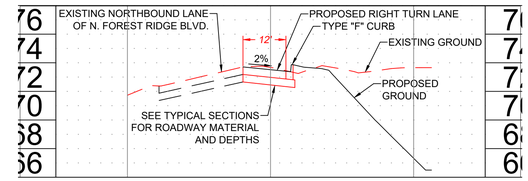
VALLEY GUTTER
N.T.S.

* WHEN USED ON HIGH SIDE OF ROADWAYS, THE CROSS SLOPE OF THE GUTTER SHALL MATCH THE CROSS SLOPE OF THE ADJACENT PAVEMENT. THE THICKNESS OF THE LIP SHALL BE 6", UNLESS OTHERWISE SHOWN ON PLANS.

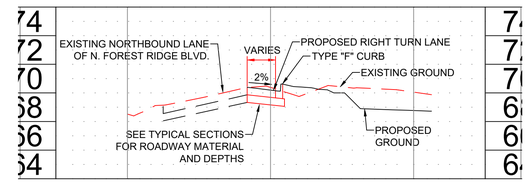
CONCRETE TO BE 3000 P.S.I.



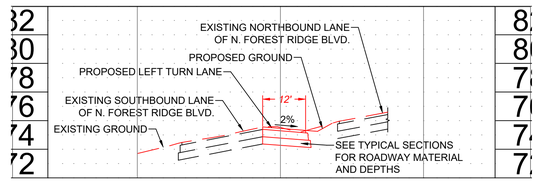
TYPICAL ROADWAY AND SIGN LOCATION DETAILS
NOT TO SCALE



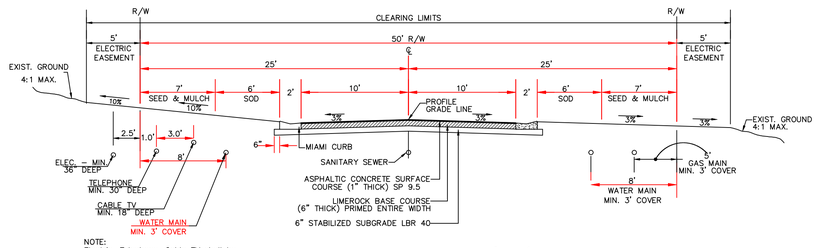
SECTION R1-R1
SCALE: HOR. 1"=20'
VER. 1"=5'



SECTION R3-R3
SCALE: HOR. 1"=20'
VER. 1"=5'

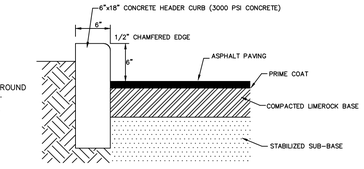


SECTION R2-R2
SCALE: HOR. 1"=20'
VER. 1"=5'

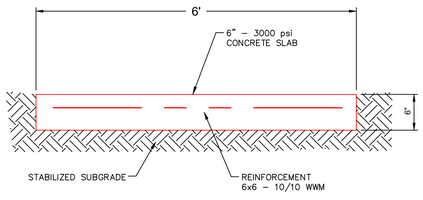


NOTE:
Electric, Telephone, Cable TV shall be installed above water service lines at crossings, where possible.

TYPICAL SECTION FOR 50' R/W
N.T.S.

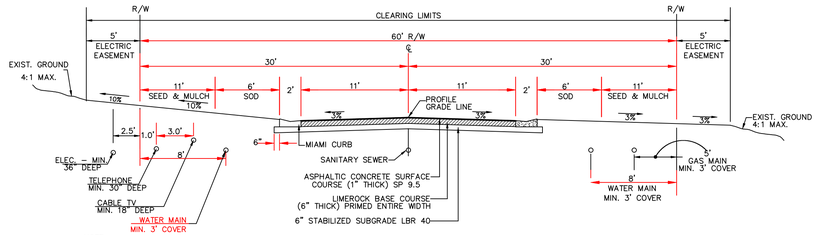


HEADER CURB
N.T.S.



CONCRETE CART PATH DETAIL
N.T.S.

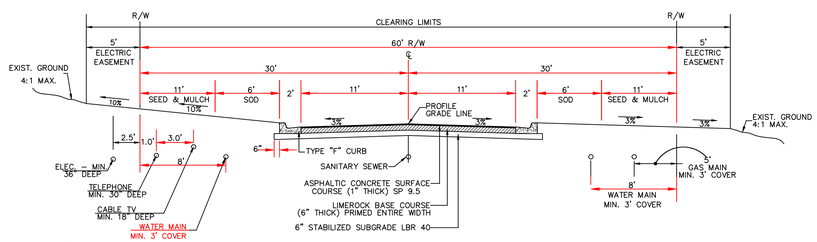
NOTE:
IF UNSUITABLE MATERIAL IS ENCOUNTERED, CONTRACTOR SHALL UNDERCUT ALL PROPOSED PAVED AREA A MINIMUM OF 2' AND REPLACE WITH CLEAN FILL.



NOTE:
Electric, Telephone, Cable TV shall be installed above water service lines at crossings, where possible.

TYPICAL SECTION FOR 60' R/W
N.T.S.

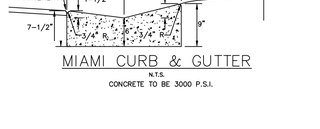
NOTES:
IF UNSUITABLE MATERIAL IS ENCOUNTERED, CONTRACTOR SHALL UNDERCUT ALL PROPOSED PAVED AREA A MINIMUM OF 2' AND REPLACE WITH CLEAN FILL.



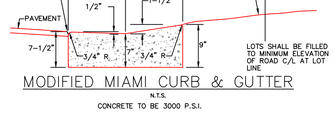
NOTE:
Electric, Telephone, Cable TV shall be installed above water service lines at crossings, where possible.

TYPICAL SECTION STA 0+00 TO STA 5+70
N.T.S.

NOTES:
IF UNSUITABLE MATERIAL IS ENCOUNTERED, CONTRACTOR SHALL UNDERCUT ALL PROPOSED PAVED AREA A MINIMUM OF 2' AND REPLACE WITH CLEAN FILL.

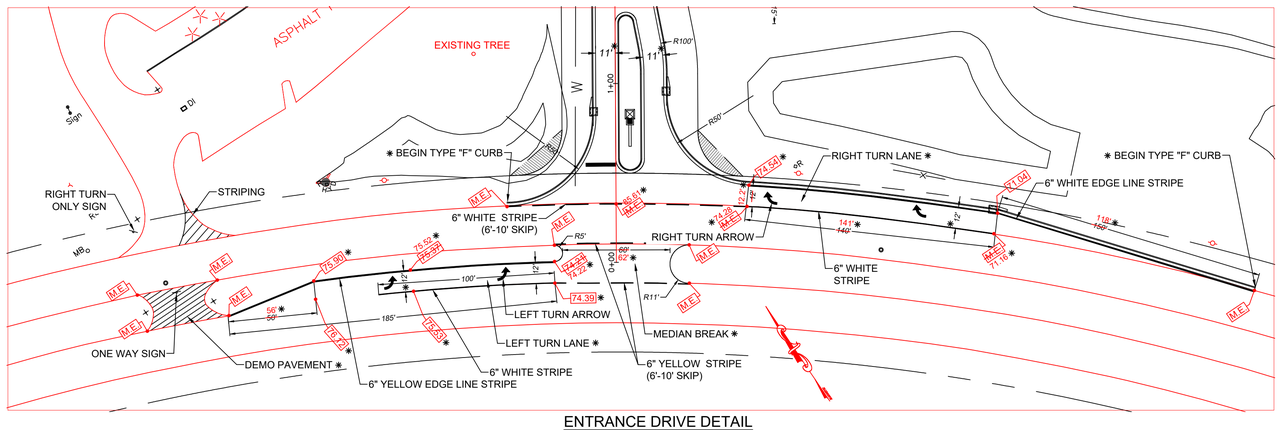


MIAMI CURB & GUTTER
N.T.S.
CONCRETE TO BE 3000 P.S.I.



MODIFIED MIAMI CURB & GUTTER
N.T.S.
CONCRETE TO BE 3000 P.S.I.

STRIPING NOT IN AT DATE OF AS–BUILT 11–22–19



ENTRANCE DRIVE DETAIL
SCALE: 1" = 40'

DRAWN	K.L.W.
CHECKED	T.E.B.
DRAWING	BASE18–21
LAYOUT	RDT
DATE	AUGUST 2018

BURRELL ENGINEERING, INC.
CIVIL ENGINEERING C.A. No. 7973
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BEI
12005 N. FLORIDA AVE DUNNELLON, FL. 34434

FAIRWAYS AT TWISTED OAKS
PHASE 1
CITRUS COUNTY, FLORIDA

ROADWAY DETAILS

NO.	REVISION	DATE
1	ADDED GOLF CART PATH DETAIL	2/18/19
2	ADDED MODIFIED MIAMI CURB DETAIL	3/4/19
3	REVISED ENTRANCE AND DRAS	4/2/19
4	ADDED SECTION R3–R3	4/8/19

TROY E. BURRELL, JR., P.E.
REG. ENGINEER NO. 36044
STATE OF FLORIDA
DATE _____

JOB NO. 18–21
F.B. NO. _____
FILE NO. Q–69
SEC 12 TWP 18S RGE 18E

SHT 15 OF 41

Attachment: Exhibit D-As-Built Survey (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)

* = AS–BUILT
SURVEY NOT VALID OR COMPLETE WITHOUT SHEETS 1, 8, 11, 12, 15, 23, 24, 25, 26, 27, 29, 30, 34 AND 37.
TP = TOP OF PIPE ELEVATION
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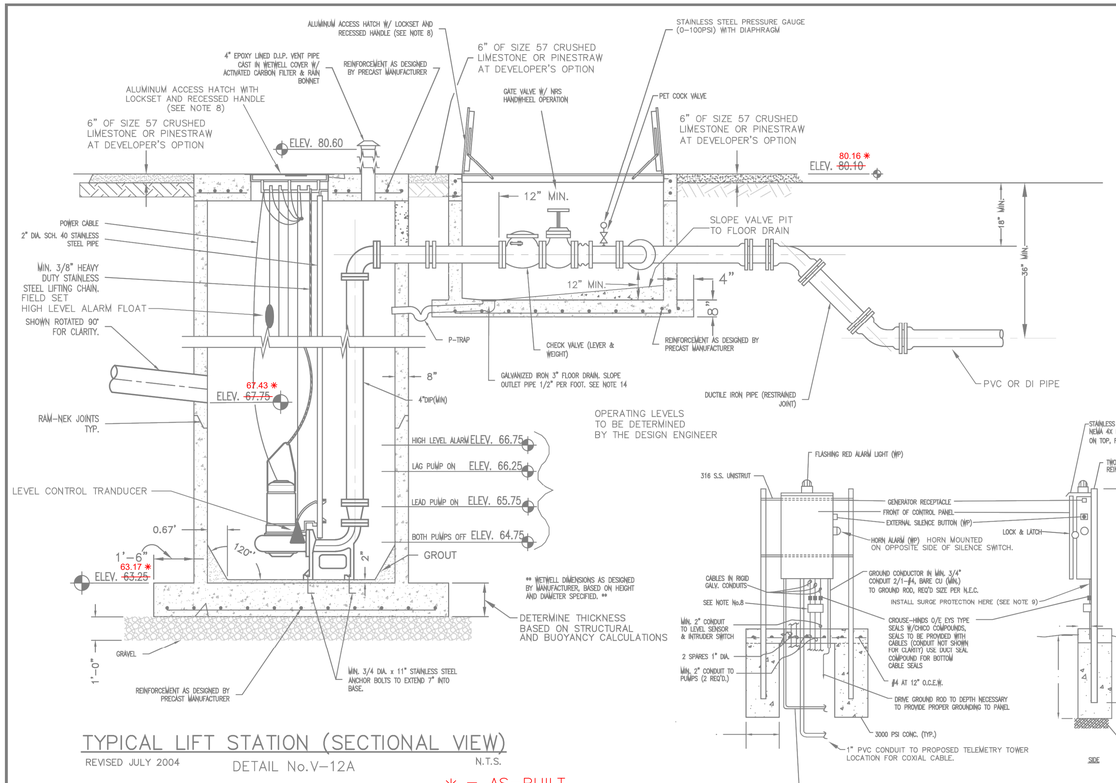
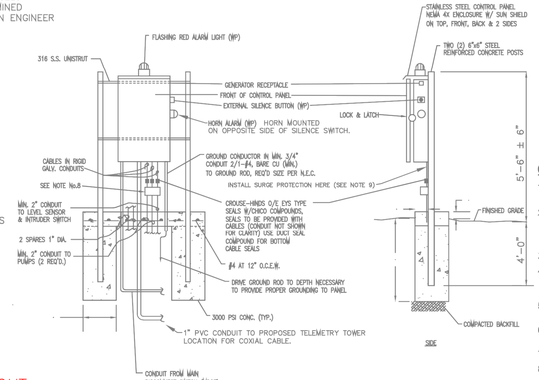


OPERATING LEVELS TO BE DETERMINED BY THE DESIGN ENGINEER



TYPICAL LIFT STATION (SECTIONAL VIEW)

REVISED JULY 2004 DETAIL No.V-12A N.T.S.

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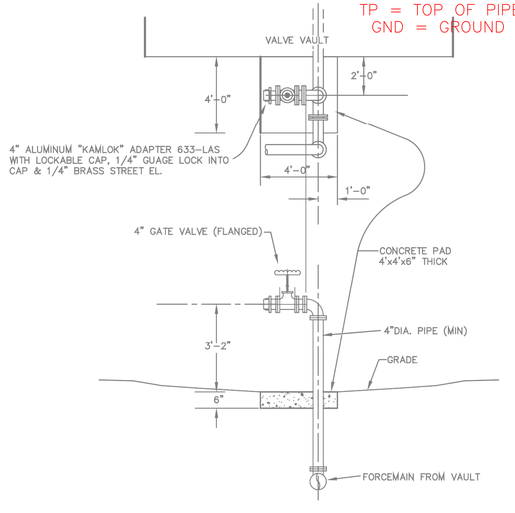
NOTES:
1. TELEMETRY EQUIPMENT SHALL BE SUPPLIED AS INDICATED.
2. ALL POWER AND CONTROL LINES SHALL BE CONTINUOUS. (NO SPLICES)
3. POWER SUPPLY MECHANICALLY INTERLOCKED.
4. THREE PHASE POWER WITH PHASE MONITORS, SURGE CAPACITOR & LIGHTNING ARRESTOR SHALL BE SUPPLIED.
5. GROUND FAULT INTERRUPTOR ON CONVENIENCE RECEPTACLE.
6. 1.5 KVA TRANSFORMER ON 480+ VOLT SERVICE FOR 120 V A.C. CONTROL POWER & RECEPTACLE.
7. TELEMETRY SYSTEM SHALL BE SUPPLIED BY DATA FLOW SYSTEMS AND MATCH THE EXISTING HARDWARE/SOFTWARE.
8. 12"x12"x6" STAINLESS STEEL OR ALUMINUM EXPLOSION PROOF J BOX WITH BACKPLATE. ALL WIRE TERMINATIONS TO BE MADE USING A TERMINAL BLOCK DIN MOUNTED TO THE BACKPLATE.
9. INSTALL SURGE PROTECTION AS MANUFACTURED BY INNOVATIVE INC. OR EDCO INC. OF FLORIDA.



NOTE:

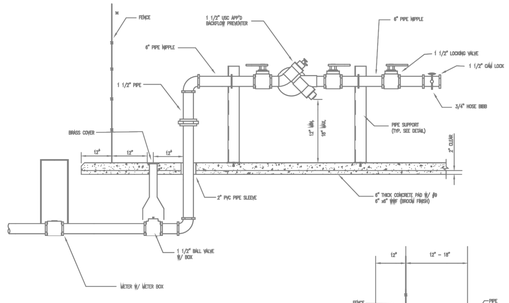
EMERGENCY PUMP OUT CONNECTION SHALL BE PROVIDED AND SHALL BE THE SAME SIZE AS THE PUMP DISCHARGE PIPING, 4" MINIMUM. SEE TYPICAL LIFT STATION LAYOUT DETAIL V-10 FOR LOCATION OF EMERGENCY PUMP-OUT CONNECTION.

LIFT STATION EMERGENCY PUMP-OUT CONNECTION

DETAIL No.V-22
REVISED JULY 2004

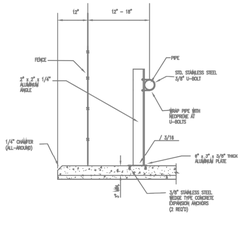
TYPICAL LIFT STATION CONTROL CABINET INSTALLATION

DETAIL No.V-18
REVISED DECEMBER 2004



NOTES:

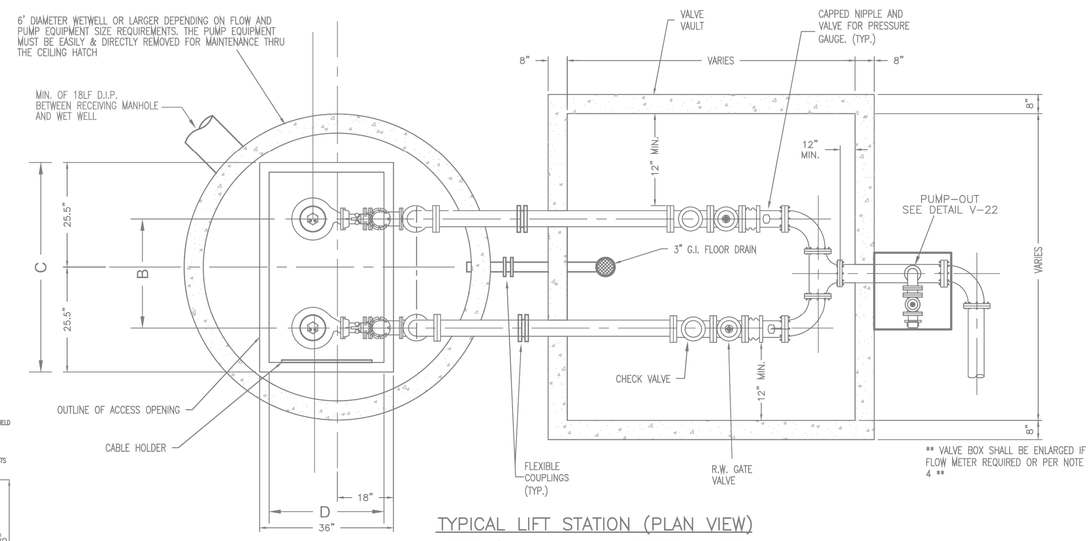
1. ALL ABOVE GRADE PIPING SHALL BE BRASS.
2. ALL JOINTS SHALL BE THREADED.
3. MIN. 24" CLEARANCE BETWEEN RPZ AND CONTROL PANEL REQUIRED.
4. THREADED AREAS OF CORPORATION STOP AND OTHER FITTINGS SHALL BE SPIRAL WRAPPED WITH TWO WRAPS OF TEFLON TAP.
5. SEE LIFT STATION LAYOUT FOR LOCATION OF WATER SERVICE.
6. A 1" SERVICE MAY BE SUBSTITUTED FOR THE 1 1/2" SERVICE SHOWN.



PIPE SUPPORT DETAIL

LIFT STATION WATER SERVICE DETAIL

DATE: APRIL 2002 DETAIL No. V-21 N.T.S.



TYPICAL LIFT STATION (PLAN VIEW)

DETAIL No.V-12 REVISED JULY 2004

GENERAL NOTES

1. ALL EXPOSED METAL NOT IN THE WET WELL OR VALVE PIT SHALL BE PAINTED WITH 2 COATS OF EXTERIOR ENAMEL PAINT, PER TECHNICAL SPECIFICATIONS.
2. WET WELL AND VALVE VAULT SHALL BE COATED OUTSIDE WITH COAL TAR EPOXY. (TWO COATS, 8 MILS EACH.) ALTERNATING COLORS WHITE AND PASTEL GREEN. COAT INSIDE OF EACH STRUCTURE WITH A MONOLITHIC URETHANE RESIN OR 100% CALCIUM ALUMINATE MORTAR AS SPECIFIED OR AN APPROVED EQUAL. THE WETWELL SHALL BE VERIFIED TO BE WATERTIGHT PRIOR TO COATING.
3. BASE AND FIRST RISER UNIT TO BE CAST MONOLITHICALLY.
4. VALVE VAULT SHALL BE SIZED TO PERMIT EASY REMOVAL OF CHECK VALVE SPINDLES WITH MINIMUM CLEARANCES AS SHOWN FOR 6" DIAMETER PIPE AND SMALLER. CLEARANCES SHALL INCREASE AS REQUIRED FOR LARGER PIPE SIZES.
5. VALVE VAULT SHALL HAVE SEALED FLOOR AND DRAIN TO THE WET WELL WITH A P-TRAP MINIMUM DRAIN SLOPE TO BE 0.5% SLOPE.
6. ALL LOCATIONS WHERE PIPES ENTER OR LEAVE THE WET WELL OR VALVE VAULT SHALL BE MADE WATERTIGHT WITH WALL SLEEVE OR NON-SHRINK GROUT.
7. THERE SHALL BE NO VALVES OR ELECTRICAL JUNCTION BOXES IN WET WELL.
8. WET WELL AND VALVE VAULT ACCESS HATCHES SHALL BE HEAVY DUTY ALUMINUM FRAME AND COVER WITH 316 S.S. HARDWARE AND LOCK BRACKET. SIZE APPROVED BY THE COUNTY. PROVIDE SLAM LOCKS EACH LID. EACH HATCH IS TO BE LEAK-PROOF AT A STATIC WATER HEIGHT OF 7 FEET ABOVE HATCH. ALL HATCH COVERS SHALL HAVE A HOLD OPEN LATCH.
9. FLEXIBLE COUPLING SHALL BE SLEEVE TYPE.
10. PROVIDE A SEAL FAILURE SENSING UNIT FOR EACH PUMP IN THE CONTROL PANEL ALONG WITH A COMPANION ELECTRODE IN EACH PUMP. PROVIDE RED LIGHT IN CONTROL PANEL TO INDICATE SEAL FAILURE.
11. ALL HARDWARE IN CONTROL PANEL, WET WELL AND VALVE BOX TO BE 316 STAINLESS STEEL.
12. FLANGED CONNECTIONS SHALL BE SPOOLED OR THREADED, CLASS 125# UNI-FLANGE CONNECTIONS ARE NOT ACCEPTABLE.
13. LIQUID LEVEL CONTROL CABLES TO BE IN ONE CONDUIT, POWER CABLES TO BE IN A SEPARATE CONDUIT.
14. CONTRACTOR SHALL PROVIDE ELECTRICAL DRAWINGS AND DETAILS PREPARED BY AN ELECTRICAL ENGINEER OR MASTER ELECTRICIAN FOR COUNTY ELECTRICAL PERMITTING.
15. CONTRACTOR SHALL INSURE CONDUIT FOR FLOATS AND PUMP POWER CABLES ARE RUN AS STRAIGHT AS POSSIBLE TO PANEL BOX.
16. PANEL BOX SHALL BE INSTALLED WITH AMPLE CLEARANCE FROM OPEN WET WELL AND ANGLED FOR EASE OF OPERATION.
17. TELEMETRY FOR THE LIFT STATION TO BE PROVIDED BY DATA FLOW SYSTEMS DURING CONSTRUCTION AND AFTERWARD.

PUMP SPECIFICATIONS	
	DESIGN
PUMPS REQUIRED	2
MANUFACTURER	FLYGT
MODEL NUMBER	NP 3127 SH3
PUMP SIZE	3" SOLIDS
CAPACITY EACH (GPM)	85
TOTAL HEAD (FEET)	44.8
IMPELLER DIAMETER	180 MM
MOTOR HP REQUIRED	7.5
SPEED (RPM)	1740
ELECTRICAL	230v, 3 PH
AVERAGE DAILY FLOW (GPD)	22,250
PEAK FLOW (GPM)	62

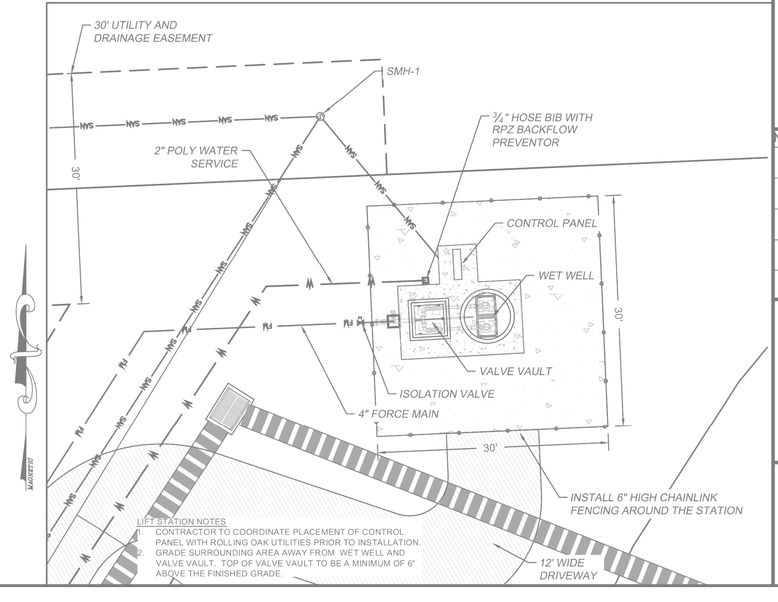
NOTE: DETAIL No.s REFER TO CITRUS COUNTY UTILITIES DIVISION MANUAL OF MINIMUM STANDARDS & CONSTRUCTION SPECIFICATIONS FOR WATER & WASTEWATER SYSTEMS.

B	
22"	3" PIPE
26"	4" PIPE
32"	6" PIPE
36"	8" PIPE
44"	10" PIPE

C	
37" MIN.	3" PIPE
48" MIN.	4" PIPE
54" MIN.	6" PIPE
60" MIN.	8" PIPE
**60" MIN.	6" PIPE
**72" MIN.	8" PIPE
**90" MIN.	10" PIPE

**WHEN MODEL NUMBER S6L IS SPECIFIED DIMENSIONS WITH ** APPLY

D	
24"	S3HRC
30"	S4HRC
30"	S3N, S4NRC
30"	S4M, S4MRC
36"	S4L, S4LRC
40"	S6L,



DRAWN K.L.W.
CHECKED T.E.B.
DRAWING BASE18-21
LAYOUT LSD
DATE AUGUST 2018

BURRELL ENGINEERING, INC.
CIVIL ENGINEERING C.A. No. 7973
BEI
12005 N. FLORIDA AVE DUNNELLON, FL. 34434 PH: 352-489-4144 FAX 352-489-4741

FAIRWAYS AT TWISTED OAKS
CITRUS COUNTY, FLORIDA

LIFT STATION DETAILS

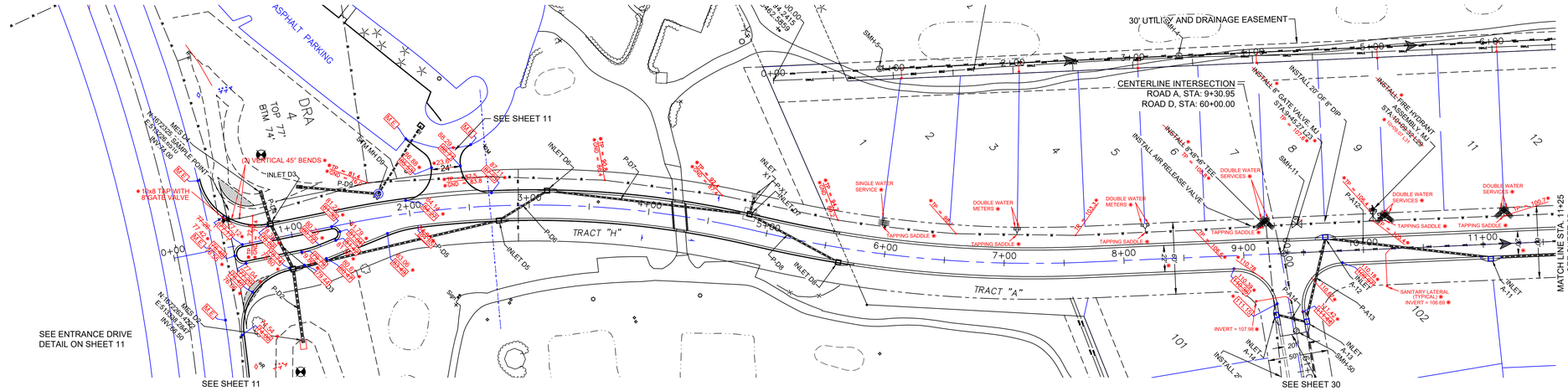
NO.	REVISION	DATE
1	REVISED GENERAL NOTE #2	4/2/19

TROY E. BURRELL, JR., P.E.
REG. ENGINEER NO. 36044
STATE OF FLORIDA
DATE

JOB NO. 18-21
F.B. NO.
FILE NO. Q-69
SEC 12 TWP 18S RGE 18E

SHT 23 OF 41

Attachment: Exhibit D-As-Built Survey (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)



NOTE: CONTRACTOR TO COORDINATE WITH CHUCK BARCLAY, TWISTED OAKS GOLF COURSE SUPERINTENDENT, FOR INSTALLATION OF IRRIGATION CONDUIT

STORM DRAINAGE STRUCTURES				
NAME	STRUCTURE TYPE	GRATE ELEV.	NORTHING	EASTING
INLET X1	Type "C" Inlet with Steel Grate	92.50	1672615.2445	513519.4347

PIPE SCHEDULE						
Pipe Name	Size	MATERIAL	Length	Slope	Invert Down	Invert Up
P-X1	15	A.C.C.M.P.	15.86	9.46%	87.00	88.50

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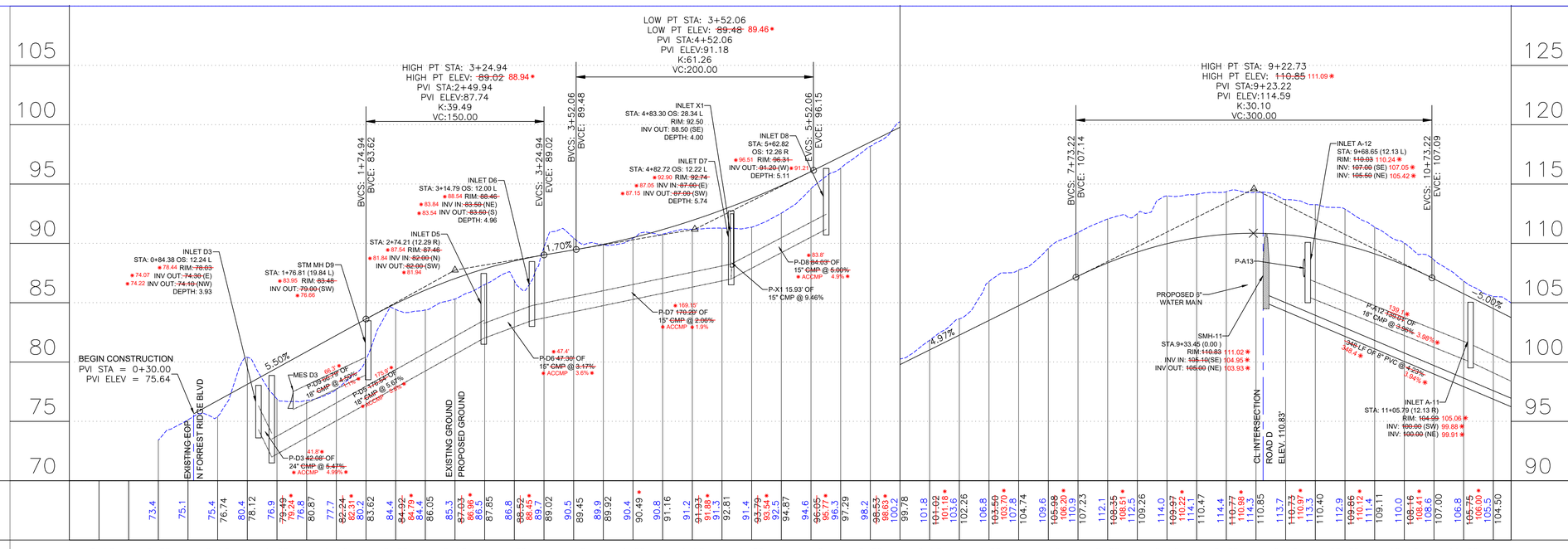
ROAD A

RECOMMENDED POSTED SPEED 25 MPH/
DESIGN SPEED 30 MPH

SCALE: HOR. 1"=50'
VER. 1"=5'



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DRAWN K.L.W.
CHECKED T.E.B.
DRAWING BASE18-21
LAYOUT PP
DATE AUGUST 2018

FAIRWAYS AT TWISTED OAKS PHASE 1 CITRUS COUNTY, FLORIDA

PLAN AND PROFILE

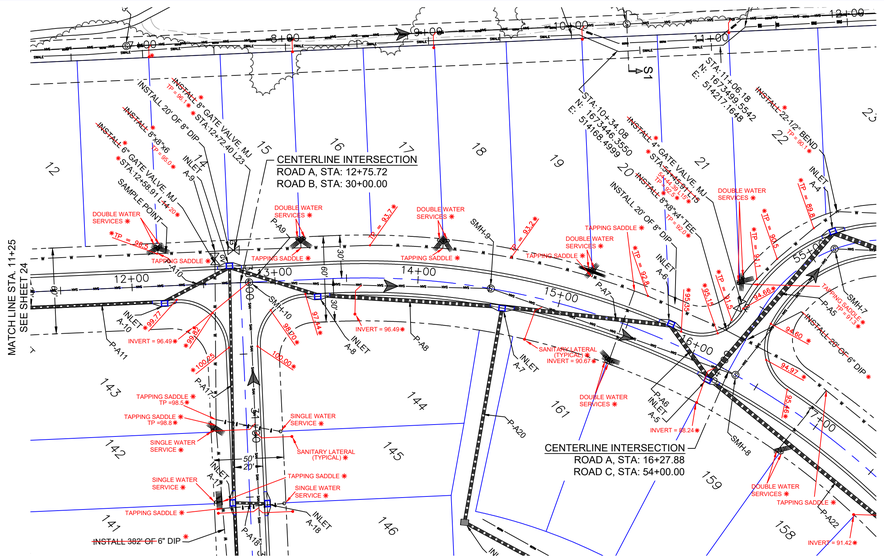
NO.	REVISION	DATE
1	ADDED GOLF CART CROSSING	3/4/19
2	ADDED TRACT NAMES	4/8/19
3	ADDED IRRIGATION CONDUIT	4/24/19
4	ADDED INV TO STM MH D9	8/30/19
5	CORRECT INLET LABEL	9/18/19
6	ADDED INLET X1	10/1/20

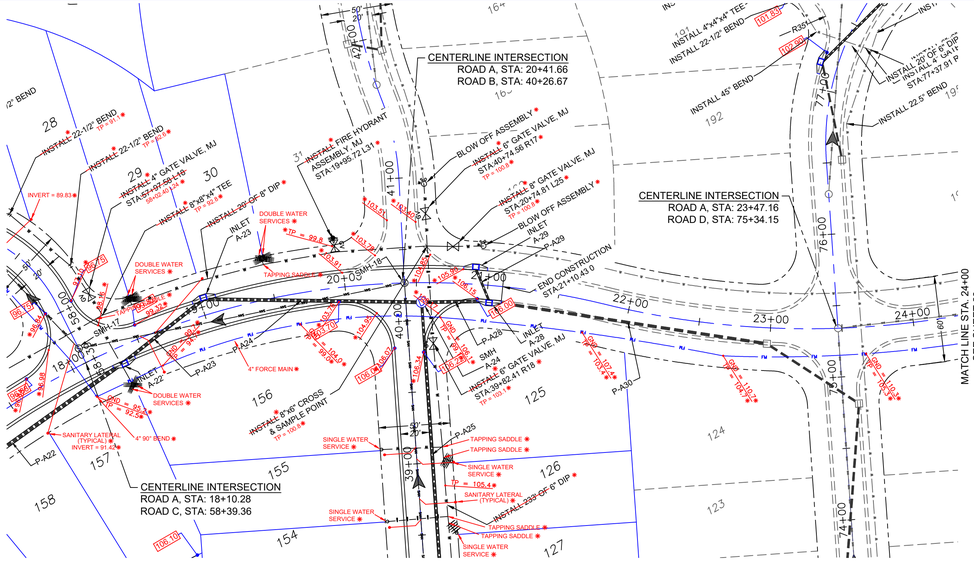
TROY E. BURRELL, JR., P.E.
REG. ENGINEER NO. 36044
STATE OF FLORIDA
DATE _____

JOB NO. 18-21
F.B. NO. _____
FILE NO. O-69
SEC 12 TWP 18S RGE 18E

SHT 24 OF 41

Attachment: Exhibit D-As-Built Survey (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)





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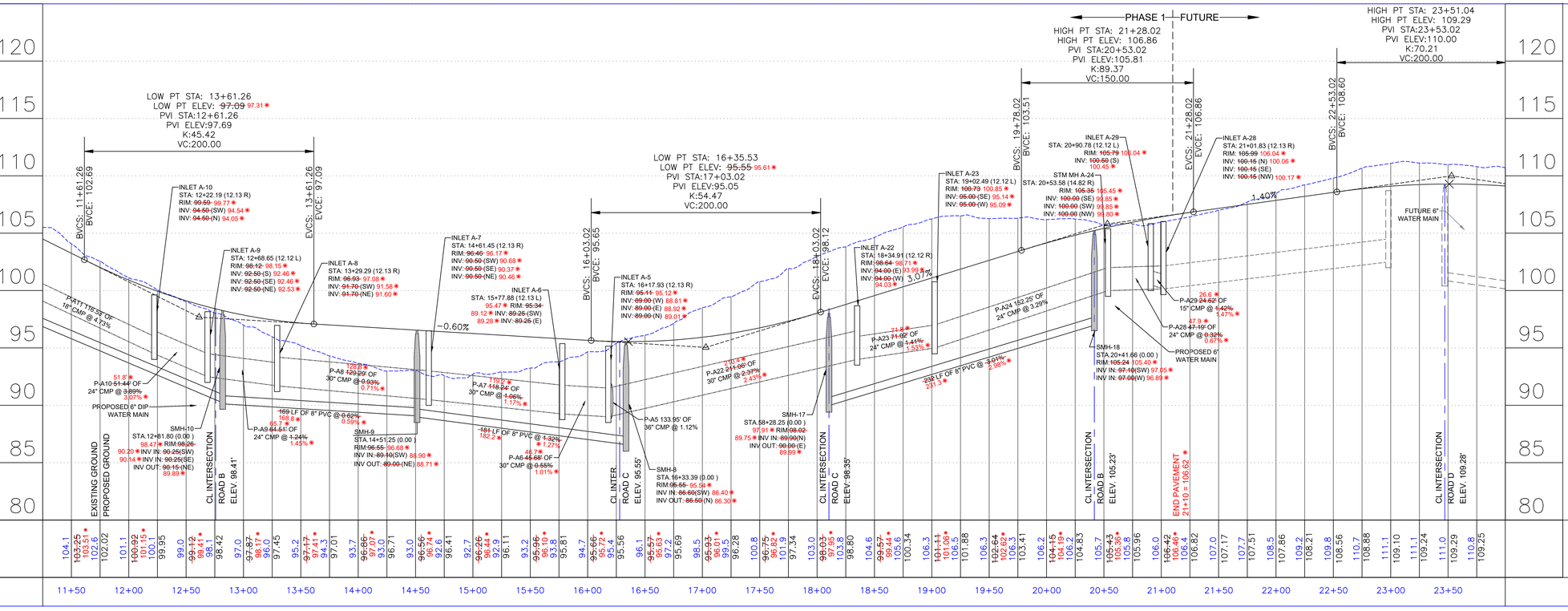

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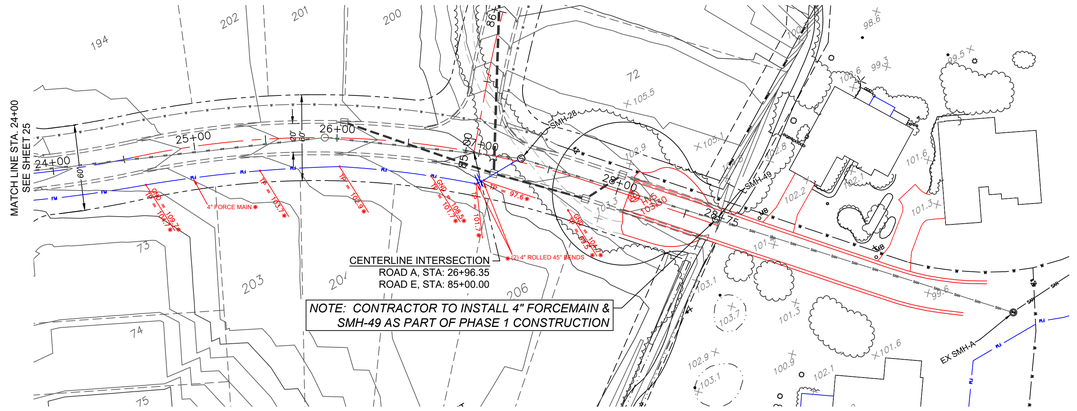

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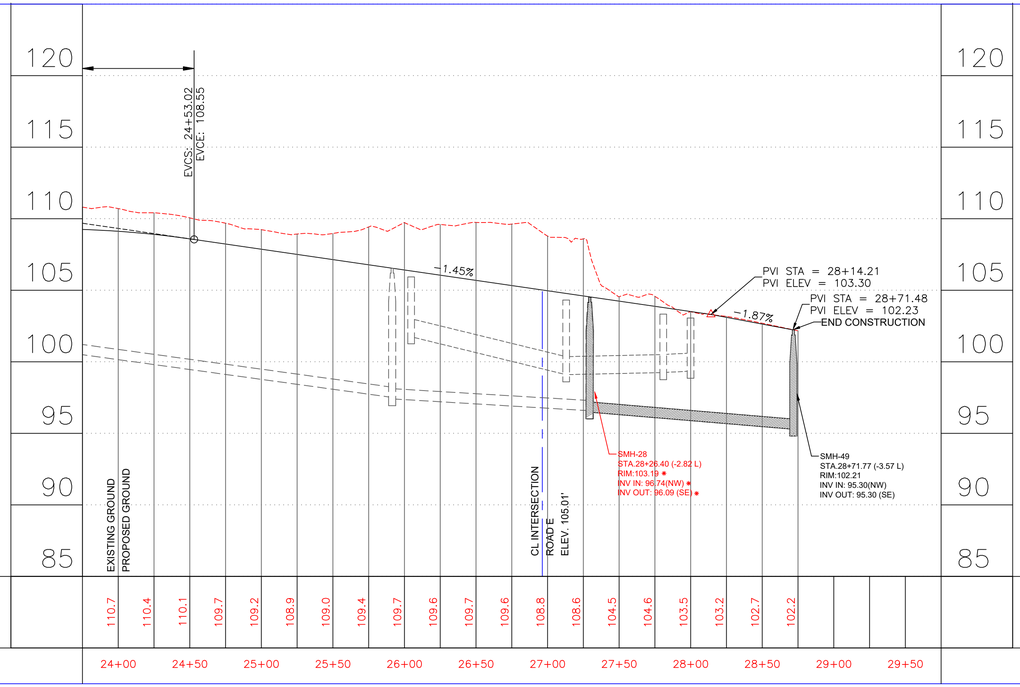

DRAWN K.L.W.
CHECKED T.E.B.
DRAWING BASE18-21
LAYOUT PP
DATE AUGUST 2018

BURRELL ENGINEERING, INC.
CIVIL ENGINEERING C.A. No. 7973
BEI
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FAIRWAYS AT TWISTED OAKS
PHASE 1
CITRUS COUNTY, FLORIDA

PLAN AND PROFILE

NO.	REVISION	DATE

TROY E. BURRELL, JR., P.E.
REG. ENGINEER NO. 36044
STATE OF FLORIDA
DATE _____

JOB NO. 18-21
F.B. NO. _____
FILE NO. Q-69
SEC 12 TWP 18S RGE 18E

SHT 26 OF 41

Attachment: Exhibit D-As-Built Survey (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)

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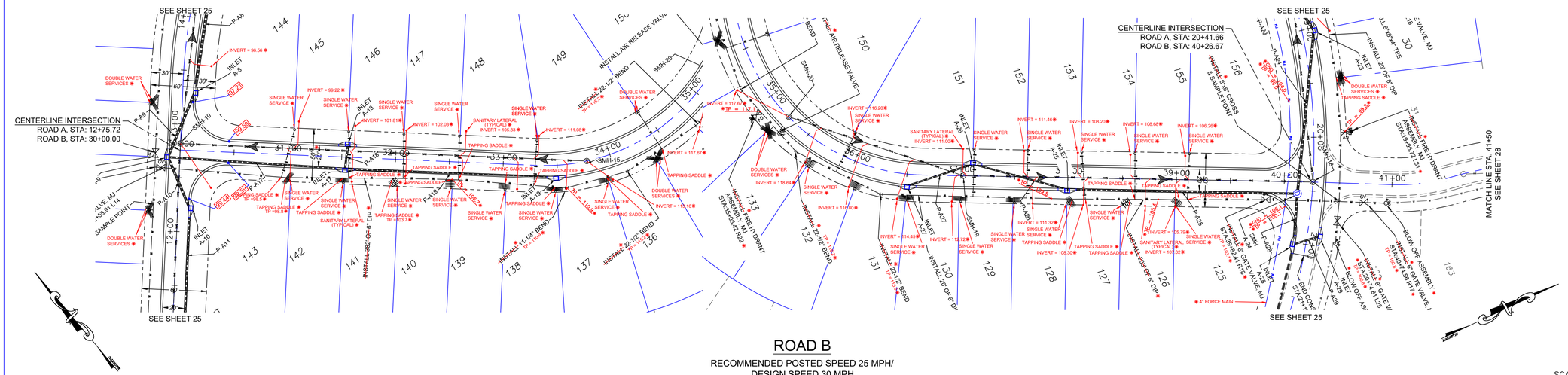
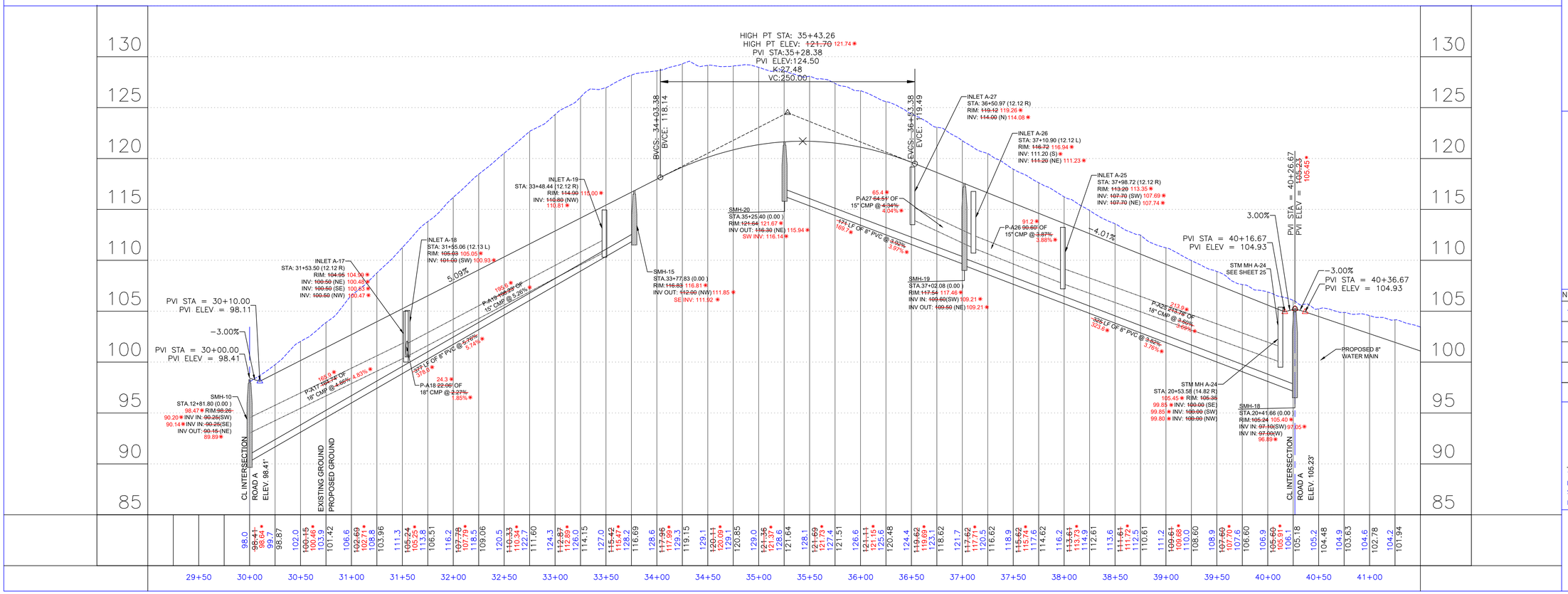


ROAD B

RECOMMENDED POSTED SPEED 25 MPH/
DESIGN SPEED 30 MPH



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FAIRWAYS AT TWISTED OAKS
PHASE 1
CITRUS COUNTY, FLORIDA

PLAN AND PROFILE

NO.	REVISION	DATE
1	PHASED CONSTRUCTION PLANS	4/22/19

TROY E. BURRELL, JR., P.E.
REG. ENGINEER NO. 36044
STATE OF FLORIDA
DATE _____

JOB NO. 18-21
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FILE NO. Q-69
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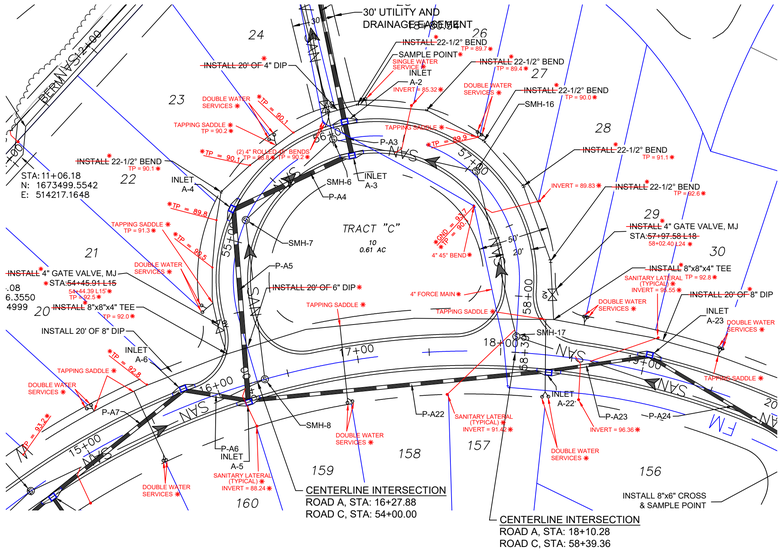
SHT 27 OF 41

Attachment: Exhibit D-As-Built Survey (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)



ROAD C

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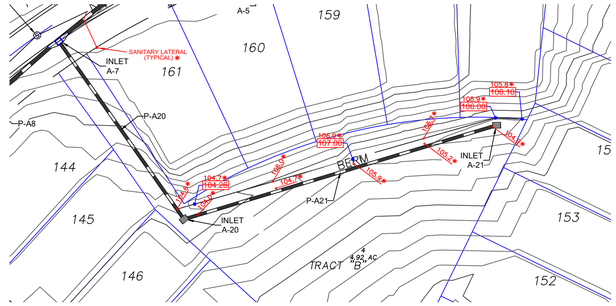
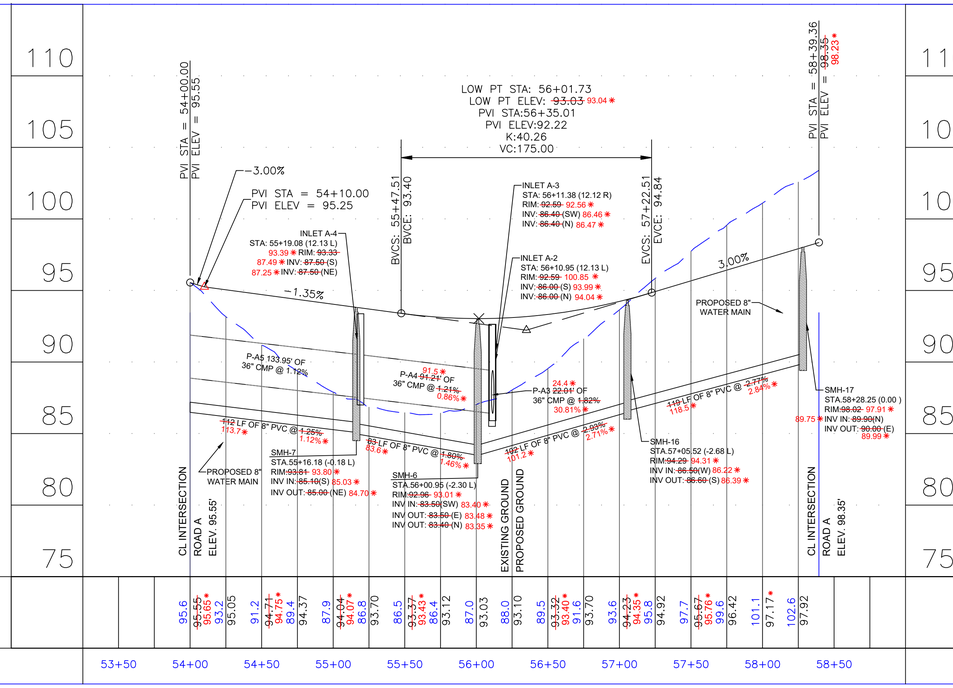
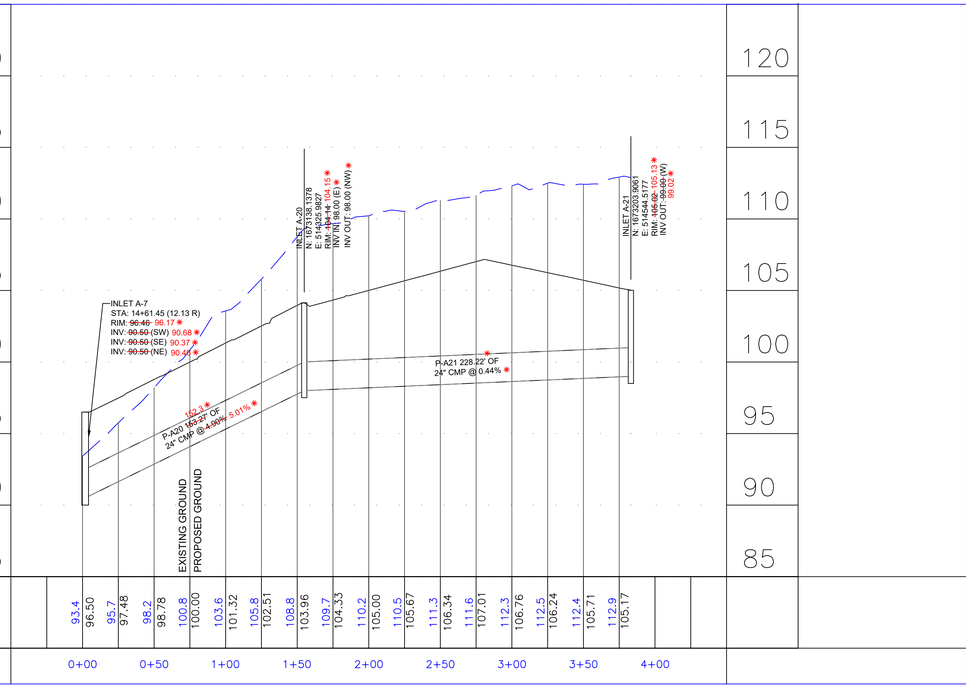


TRACT B
INLET A-7 - INLET A-21

SCALE: HOR. 1"=50'
VER. 1"=5'





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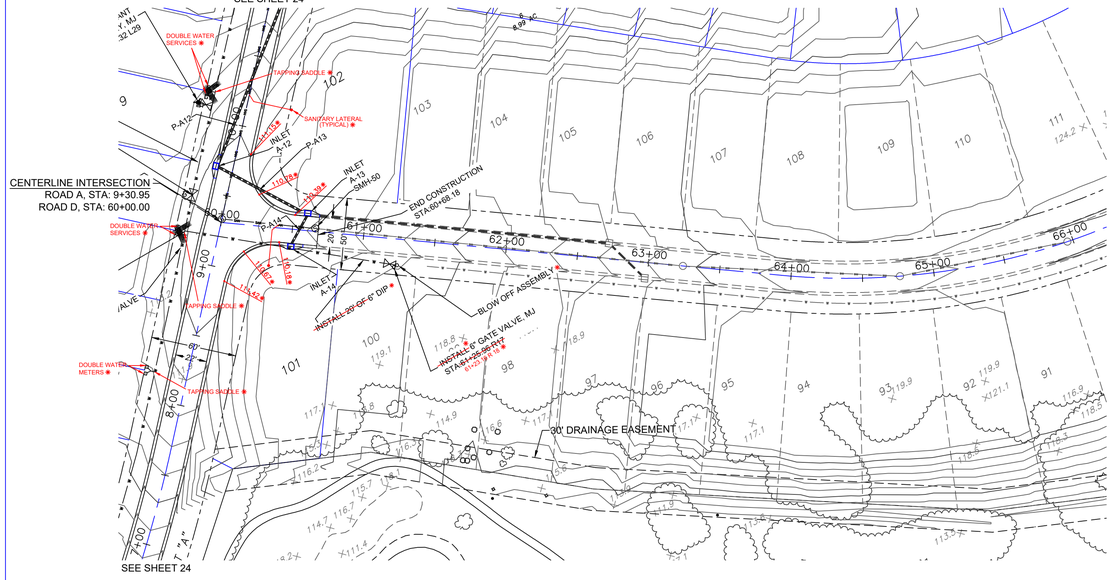
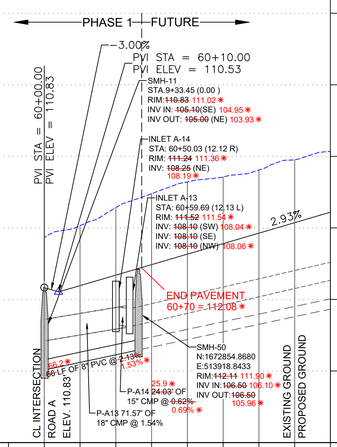


ROAD D

RECOMMENDED POSTED SPEED 25 MPH/
DESIGN SPEED 30 MPH



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12005 N. FLORIDA AVE DUNNELLON, FL 34434 PH: 352-489-4144 FAX 352-489-4741

FAIRWAYS AT TWISTED OAKS PHASE 1 CITRUS COUNTY, FLORIDA

PLAN AND PROFILE

NO.	REVISION	DATE
1	ADDED SMH-50	4/19/19

TROY E. BURRELL, JR., P.E.
REG. ENGINEER NO. 36044
STATE OF FLORIDA
DATE _____

JOB NO. 18-21
F.B. NO. _____
FILE NO. 0-69
SEC 12 TWP 18S RGE 18E

SHT 30 OF 41

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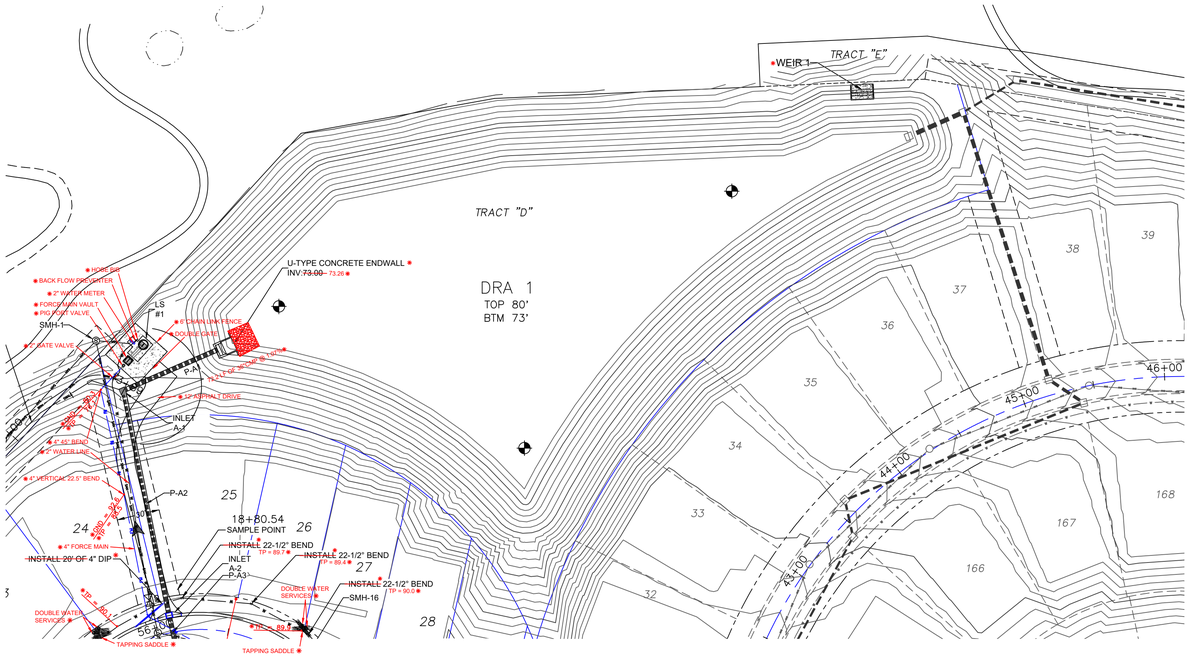
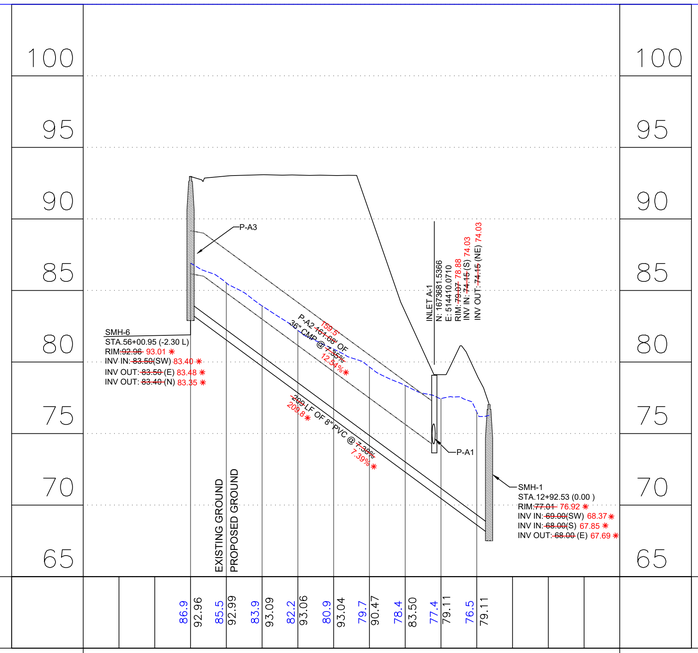


SCALE: HOR. 1"=50'
VER. 1"=5'

DRAINAGE AND UTILITY EASEMENT
WEST OF DRA 1



DRAWN K.L.W.
CHECKED T.E.B.
DRAWING BASE18-21
LAYOUT PP
DATE AUGUST 2018

BURRELL
ENGINEERING, INC.
CIVIL ENGINEERING C.A. No. 7973
BEI
12005 N. FLORIDA AVE DUNNELLON, FL 34434 PH: 352-489-4144 FAX 352-489-4741

FAIRWAYS AT TWISTED OAKS
PHASE 1
CITRUS COUNTY, FLORIDA

PLAN AND PROFILE

NO.	REVISION	DATE
1	ADDED TRACT NAMES	4/8/19
2	PHASED CONSTRUCTION PLANS	4/22/19

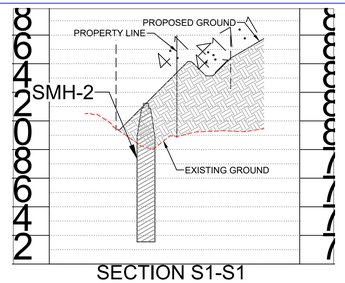
TROY E. BURRELL, JR., P.E.
REG. ENGINEER NO. 36044
STATE OF FLORIDA
DATE _____

JOB NO. 18-21
F.B. NO. _____
FILE NO. Q-69
SEC 12 TWP 18S RGE 18E

SHT 34 OF 41

Attachment: Exhibit D-As-Built Survey (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)

* = AS-BUILT
SURVEY NOT VALID OR COMPLETE WITHOUT
SHEETS 1, 8, 11, 12, 15, 23,
24, 25, 26, 27, 29, 30, 34 AND 37.
TP = TOP OF PIPE ELEVATION
GND = GROUND ELEVATION



SECTION S1-S1
SCALE: HOR. 1"=20'
VER. 1"=5'

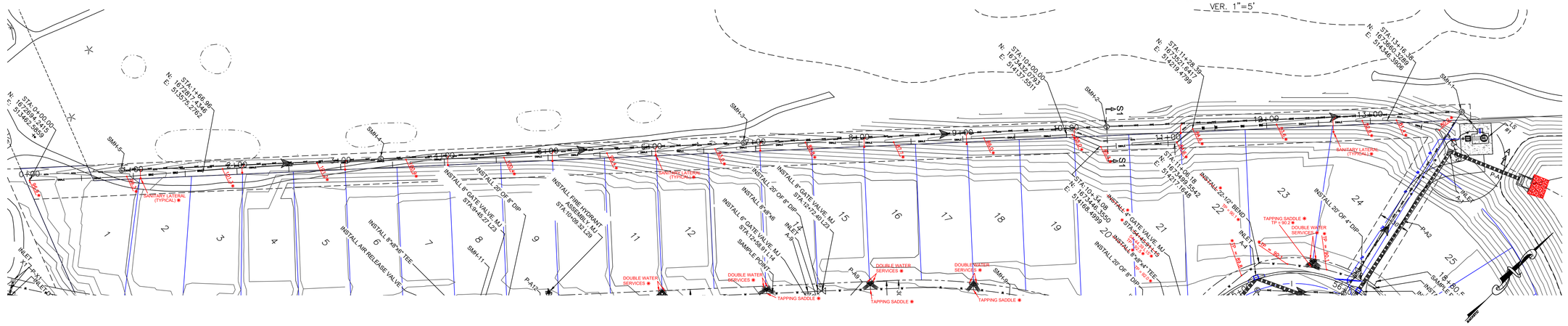

STA:0+00.00
N: 1672694.4515
E: 513482.4429
STA:1+66.96
N: 1672817.4348
E: 513575.2762
STA:4+75.62
N: 1673021.6417
E: 513751.6479
STA:5+25.62
N: 1673051.6417
E: 513801.6479
STA:7+01.39
N: 1673206.3689
E: 513923.3788
STA:9+08.16
N: 1673346.4963
E: 514159.7455
STA:10+34.08
N: 1673446.5550
E: 514284.4999
STA:11+28.35
N: 1673521.6417
E: 514318.4799
STA:11+49.18
N: 1673499.5542
E: 514371.1638
STA:12+86.01
N: 1673416.7083
E: 514391.5174
STA:13+16.36
N: 1673681.5366
E: 514410.0710
STA:13+89.40
N: 1673681.3289
E: 514446.1906
STA-104+00.00
N: 1674432.0783
E: 514137.3511
SMH-1
SMH-2
SMH-3
SMH-4
SMH-5
INLET A-1
INLET A-2
INLET A-3
INLET A-4
LS #1
SANITARY LATERAL (TYPICAL)
INSTALL 8"x8"x6" TEE
INSTALL AIR RELEASE VALVE
INSTALL 8" GATE VALVE, MJ STA:0+49.27 LT
INSTALL 20' OF 8" DIP
INSTALL FIRE HYDRANT ASSEMBLY, MJ STA:10+09.32 LT
INSTALL 8"x8" TEE
INSTALL 8" GATE VALVE, MJ STA:12+27.40 LT
INSTALL 20' OF 6" DIP
INSTALL 6" GATE VALVE, MJ STA:12+58.51 LT
SAMPLE POINT
INSTALL 8" GATE VALVE, MJ STA:14+46.18 LT
INSTALL 22.5° BEND
INSTALL 6"x4" TEE
INSTALL 20' OF 4" DIP
TAPPING SADDLE
DOUBLE WATER SERVICES
P.A.1
P.A.2
P.A.3
P.A.4
P.A.5
P.A.6
P.A.7
P.A.8
P.A.9
P.A.10
P.A.11
P.A.12
P.A.13
P.A.14
P.A.15
P.A.16
P.A.17
P.A.18
P.A.19
P.A.20
P.A.21
P.A.22
P.A.23
P.A.24
P.A.25
P.A.26
P.A.27
P.A.28
P.A.29
P.A.30
P.A.31
P.A.32
P.A.33
P.A.34
P.A.35
P.A.36
P.A.37
P.A.38
P.A.39
P.A.40

Exhibit "E"

Certified set of all test results from Project Engineer

Attachment: Exhibit E-Certified Testing Data (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)

RECEIVED
JUN 15 2021
PLT-18-15
Citrus County Engineering

Hartman Civil Construction
Twisted Oaks
Materials Testing Services
Submitted January 14, 2021

Attachment: Exhibit E-Certified Testing Data (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)

GEO-TECH, INC.
ENGINEERING [illegible] IN GEOTECHNICAL • ENVIRONMENTAL • CONSTRUCTION MATERIALS TESTING

October 28, 2020
Project No. 5254.14 Rev A.

Mr. Mike Hartman
Hartman Civil Construction
9200 SW Highway 484
Ocala, Florida 34481

Reference: Twisted Oaks, Phase 1B, Lots 139-142, Marion County, Florida
Geotechnical Recommendation

Dear Mr. Hartman,

As requested, Geo-Technologies, Inc. (Geo-Tech) has obtained one (1) soil sample representative of the soils found at lots 139 through 142. The samples were returned to our laboratory for testing. Based on the particle size testing performed, the material from the corner of the south west footing is clayey sand based on the United Soil Classification System (USCS) see attached, with forty-one (41) percent of the material passing No. 200 sieve. The material is a moderately plastic clayey sand based on the United Soil Classification System (USCS) with forty-one (41) percent of the material passing No. 200 sieve.

It is Geo-Tech's opinion that the area should be over excavated a minimum of three (3) feet below the bottom of the foundation. The excavation should then be backfilled and compacted in accordance with the contract specifications.

Geo-Tech appreciates the opportunity to provide our services for this project. Should you have any questions regarding the contents of this report or if we may be of further assistance, please do not hesitate to contact the undersigned.

Sincerely,

DAVID ANTHONY CAPPA LICENSE No 66934 STATE OF FLORIDA PROFESSIONAL ENGINEER

David A. Cappa, P.E.
Florida Registration No. 66934

Attachment: Exhibit E-Certified Testing Data (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)

GEO-TECH, INC.

ENGINEERING CONSULTANTS IN GEOTECHNICAL • ENVIRONMENTAL • CONSTRUCTION MATERIALS TESTING

PARTICLE SIZE DISTRIBUTION

CLIENT: Hartman Civil Construction
9200 SW Highway 484
Ocala, FL 34481

PROJECT NO.: 20-5254.14

DATE TESTED: October 7, 2020

PROJECT NAME: Twisted Oaks B

DATE SAMPLED: September 28, 2020

SAMPLE DESCRIPTION: Orange Clay with Sand

SAMPLE LOCATION: Building Pads 139-142

SAMPLED BY: BM

SAMPLE NO.: NA

LAB TECH: KJ

SIEVE SIZE	PERCENT FINER
¾	--
½	--
⅜	--
#4	--
#10	--
#40	98.8
#60	75.4
#100	62.1
#200	40.8

ATTERBERG LIMITS
PL = 21
LL = 39
PI = 18

CLASSIFICATION
USCS = SC
AASHTO = A-6

-200 SIEVE =40.8

DAVID ANTHONY CAPPA LICENSE No. 58334 STATE OF FLORIDA PROFESSIONAL ENGINEER

David A. Cappa, P.E.
Florida Registration No. 58334

DAC/mr

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Attachment: Exhibit E-Certified Testing Data (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)

GEO-TECH, INC.

ENGINEERING CONSULTANTS IN GEOTECHNICAL • ENVIRONMENTAL • CONSTRUCTION MATERIALS TESTING

Modified Proctor Test (AASHTO T180; ASTM D-1557)
Atterberg Limits (AASHTO T89 & T90; ASTM D-4318)
No. -200 Sieve Analysis (ASTM D-1140)

Client: Hartman Civil Construction
9200 SW Highway 484
Ocala, FL 34481

Date: August 11, 2020
Project No.: 20-5254.14
Project Name: Twisted Oaks 1B
Material Used For: Embankment /Pipe Backfill

Modified Proctor Results
(T180 / D-1557)

Location:	Stockpile
Maximum Density (pcf):	105.2
Optimum Moisture (%):	10.3
Sample Description:	Tan Sand
Sample Number:	1
Sample Date:	August 5, 2020
Method:	B

Atterberg Limits Results
(T87, T89, and T90)

LL = N/A

PL = N/A

PI = N/A

No. -200 Sieve Analysis Results
(D-1140 or T88 wash only)

Passing -200 Sieve (%): N/A

DAVID ANTHONY CAPPA LICENSE NO. 58384 STATE OF FLORIDA PROFESSIONAL ENGINEER

The above tests were performed and reported in accordance with the referenced specifications.

David A. Cappa, P.E.
Florida Registration No. 58384

DAC/mr

Do not copy or reproduce without consent from Geo-Tech, Inc.

Attachment: Exhibit E-Certified Testing Data (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)

GEO-TECH, INC

REPORT OF SOIL DENSITY BY NUCLEAR METHODS

Client: Hartman Civil Construction
9200 SW Highway 484
Ocala, FL 34481

Project No.: 20-5254.14
Date of Test: October 6, 2020
Project Name: Twisted Oaks
Area of Test: Pipe Backfill

Test Methods: In Place Compaction Test per ASTM D-6938 Nuclear Method
MAXIMUM DRY DENSITY PER ASTM D-1557 AASHTO T-180 (MODIFIED PROCTOR)

TEST LOCATION	LAB DENSITY lbs/ft³	PERCENT OPTIMUM MOISTURE	DRY DENSITY lbs/ft³	PERCENT FIELD MOISTURE	PERCENT DENSITY
Between SMH 18 & SMH 19					
Approx. 100' SW of 18 Lift 1 of 8	105.2	10.3	103.3	4.8	98.2
Lift 2 of 8	105.2	10.3	103.9	4.5	98.8
Lift 3 of 8	105.2	10.3	105.1	3.9	99.9
Lift 4 of 8	105.2	10.3	104.5	3.6	99.3
Lift 5 of 8	105.2	10.3	103.2	4.8	98.1
Lift 6 of 8	105.2	10.3	103.1	4.2	98.0
Lift 7 of 8	105.2	10.3	103.9	4.0	98.8
Lift 8 of 8	105.2	10.3	103.6	3.5	98.5

Geo-Tech is not responsible for determining thickness of fill soils. Above mentioned tests represent that location only. No other warranties are expressed or implied.
Compaction Requirement = 98%
Lift = 12" Thickness
Field Technician: BM

The above tests were performed and reported in accordance with the referenced specifications.

David A. Capps, P.E.
Florida Registration No. 58334

DAVID ANTHONY CAPPS LICENSE No 58334 STATE OF FLORIDA PROFESSIONAL ENGINEER

ii

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Attachment: Exhibit E-Certified Testing Data (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)

GEO-TECH, INC.
ENGINEERING CONSULTANTS

REPORT OF SOIL DENSITY BY NUCLEAR METHODS

Client: Hartman Civil Construction
9200 SW Highway 484
Ocala, FL 34481

Project No.: 20-5254.14
Date of Test: October 6, 2020
Project Name: Twisted Oaks
Area of Test: Pipe Backfill

Test Methods: In Place Compaction Test per ASTM D-6938 Nuclear Method
MAXIMUM DRY DENSITY PER ASTM D-1557 AASHTO T-180 (MODIFIED PROCTOR)

TEST LOCATION		LAB DENSITY lbs/ft³	PERCENT OPTIMUM MOISTURE	DRY DENSITY lbs/ft³	PERCENT FIELD MOISTURE	PERCENT DENSITY
Between SMH 19 & SMH 20						
Above Pipe	Lift 1 of 7	105.2	10.3	104.1	4.6	99.0
	Lift 2 of 7	105.2	10.3	103.6	3.8	98.5
	Lift 3 of 7	105.2	10.3	103.8	4.3	98.7
	Lift 4 of 7	105.2	10.3	104.3	3.8	99.1
	Lift 5 of 7	105.2	10.3	104.7	3.6	99.5
	Lift 6 of 7	105.2	10.3	103.8	3.5	98.7
	Lift 7 of 7	105.2	10.3	105.1	3.2	99.9

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Compaction Requirement = 98%
Lift = 12" Thickness
Field Technician: BM

The above tests were performed and reported in accordance with the referenced specifications.

David A. Cappa, P.E.
Florida Registration No. 58334

DAVID ANTHONY CAPPA
STATE OF FLORIDA
No 58334
PROFESSIONAL ENGINEER

jj

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Attachment: Exhibit E-Certified Testing Data (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)

GEO-TECH, INC.
CONSULTANTS

REPORT OF SOIL DENSITY BY NUCLEAR METHODS

Client: Hartman Civil Construction
9200 SW Highway 484
Ocala, FL 34481

Project No.: 20-5254.14
Date of Test: October 6, 2020
Project Name: Twisted Oaks
Area of Test: Pipe Backfill

Test Methods: In Place Compaction Test per ASTM D-6938 Nuclear Method
MAXIMUM DRY DENSITY PER ASTM D-1557 AASHTO T-180 (MODIFIED PROCTOR)

TEST LOCATION		LAB DENSITY lbs/ft³	PERCENT OPTIMUM MOISTURE	DRY DENSITY lbs/ft³	PERCENT FIELD MOISTURE	PERCENT DENSITY
Between SMH 11 & SMH 30						
Above Pipe	Lift 1 of 5	105.2	10.3	104.0	3.0	98.9
	Lift 2 of 5	105.2	10.3	105.1	4.7	99.9
	Lift 3 of 5	105.2	10.3	106.6	4.6	101.3
	Lift 4 of 5	105.2	10.3	104.9	4.8	99.7
	Lift 5 of 5	105.2	10.3	105.0	4.1	99.8
Between SMH 6 & SMH 16						
Above Pipe	Lift 1 of 8	105.2	10.3	103.1	3.6	98.0
	Lift 2 of 8	105.2	10.3	103.5	3.8	98.4
	Lift 3 of 8	105.2	10.3	103.5	5.5	98.4
	Lift 4 of 8	105.2	10.3	103.2	4.9	98.1
	Lift 5 of 8	105.2	10.3	104.4	4.7	99.2
	Lift 6 of 8	105.2	10.3	104.0	4.5	98.9
	Lift 7 of 8	105.2	10.3	104.6	4.6	99.4
	Lift 8 of 8	105.2	10.3	104.1	4.3	99.0

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Compaction Requirement = 98%
Lift = 12" Thickness
Field Technician: BM

DAVID ANTHONY CAPPA LICENSE NO. 58334 STATE OF FLORIDA PROFESSIONAL ENGINEER

The above tests were performed and reported in accordance with the referenced specifications.

David A. Cappa, P.E.
Florida Registration No. 58334

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Attachment: Exhibit E-Certified Testing Data (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)

GEO-TECH, INC.

REPORT OF SOIL DENSITY BY NUCLEAR METHODS

Client: Hartman Civil Construction
9200 SW Highway 484
Ocala, FL 34481

Project No.: 20-5254.14
Date of Test: October 6, 2020
Project Name: Twisted Oaks
Area of Test: Pipe Backfill -Sanitary

Test Methods: In Place Compaction Test per ASTM D-6938 Nuclear Method
MAXIMUM DRY DENSITY PER ASTM D-1557 AASHTO T-180 (MODIFIED PROCTOR)

TEST LOCATION	LAB DENSITY lbs/ft³	PERCENT OPTIMUM MOISTURE	DRY DENSITY lbs/ft³	PERCENT FIELD MOISTURE	PERCENT DENSITY
Between SMH 18 & SMH 19					
Approx. 100' SW of 18 Lift 1 of 10	105.2	10.3	103.4	3.5	98.3
Lift 2 of 10	105.2	10.3	103.6	4.4	98.0
Lift 3 of 10	105.2	10.3	103.1	5.7	98.0
Lift 4 of 10	105.2	10.3	104.4	4.2	99.2
Lift 5 of 10	105.2	10.3	104.1	4.6	99.0
Lift 6 of 10	105.2	10.3	104.8	4.1	99.6
Lift 7 of 10	105.2	10.3	106.1	4.4	100.9
Lift 8 of 10	105.2	10.3	103.1	3.9	99.9
Lift 9 of 10	105.2	10.3	105.4	3.4	100.2
Lift 10 of 10	105.2	10.3	105.2	3.6	100.0

Geo-Tech is not responsible for determining thickness of fill soils. Above mentioned tests represent that location only. No other warranties are expressed or implied.
Compaction Requirement = 98%
Lift = 12" Thickness
Field Technician: BM

The above tests were performed and reported in accordance with the referenced specifications.

DAVID ANTHONY CAPPA LICENSE NO. 58334 STATE OF FLORIDA REGISTERED PROFESSIONAL ENGINEER

David A. Cappa, P.E.
Florida Registration No. 58334

jj

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Attachment: Exhibit E-Certified Testing Data (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)

GEO-TECH, INC.

REPORT OF SOIL DENSITY BY NUCLEAR METHODS

Client: Hartman Civil Construction
9200 SW Highway 484
Ocala, FL 34481

Project No.: 20-5254.14
Date of Test: October 6, 2020
Project Name: Twisted Oaks
Area of Test: Pipe Backfill -Sanitary

Test Methods: In Place Compaction Test per ASTM D-6938 Nuclear Method
MAXIMUM DRY DENSITY PER ASTM D-1557 AASHTO T-180 (MODIFIED PROCTOR)

TEST LOCATION		LAB DENSITY lbs/ft³	PERCENT OPTIMUM MOISTURE	DRY DENSITY lbs/ft³	PERCENT FIELD MOISTURE	PERCENT DENSITY
Between SMH 16 & SMH 17						
Above Pipe	Lift 1 of 8	105.2	10.3	104.3	4.1	99.1
	Lift 2 of 8	105.2	10.3	103.7	6.8	99.5
	Lift 3 of 8	105.2	10.3	104.1	6.1	99.0
	Lift 4 of 8	105.2	10.3	103.8	5.4	98.7
	Lift 5 of 8	105.2	10.3	103.2	4.5	98.1
	Lift 6 of 8	105.2	10.3	104.5	4.1	99.3
	Lift 7 of 8	105.2	10.3	104.0	3.8	98.9
	Lift 8 of 8	105.2	10.3	104.9	3.5	99.7
Between SMH 17 & SMH 18						
Above Pipe	Lift 1 of 7	105.2	10.3	104.6	4.0	99.4
	Lift 2 of 7	105.2	10.3	103.5	5.4	98.4
	Lift 3 of 7	105.2	10.3	103.7	4.4	98.6
	Lift 4 of 7	105.2	10.3	105.1	4.2	99.9
	Lift 5 of 7	105.2	10.3	104.7	3.8	99.5
	Lift 6 of 7	105.2	10.3	104.9	4.4	99.7
	Lift 7 of 7	105.2	10.3	104.3	3.6	99.1

Geo-Tech is not responsible for determining thickness of fill soils. Above mentioned tests represent that location only. No other warranties are expressed or implied.
Compaction Requirement = 98%
Lift = 12" Thickness
Field Technician: BM

The above tests were performed and reported in accordance with the referenced specifications.

David A. Canet, P.E.
Florida Registration No. 58334

DAVID ANTHONY CANET LICENSE NO. 58334 STATE OF FLORIDA PROFESSIONAL ENGINEER

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Attachment: Exhibit E-Certified Testing Data (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)

GEO-TECH, INC

REPORT OF SOIL DENSITY BY NUCLEAR METHODS

Client: Hartman Civil Construction
9200 SW Highway 484
Ocala, FL 34481

Project No.: 20-5254.14
Date of Test: October 6, 2020
Project Name: Twisted Oaks
Area of Test: Pipe Backfill -Sanitary

Test Methods: In Place Compaction Test per ASTM D-6938 Nuclear Method
MAXIMUM DRY DENSITY PER ASTM D-1557 AASHTO T-180 (MODIFIED PROCTOR)

TEST LOCATION	LAB DENSITY lbs/ft³	PERCENT OPTIMUM MOISTURE	DRY DENSITY lbs/ft³	PERCENT FIELD MOISTURE	PERCENT DENSITY
Between SMH 18 & SMH 19					
Approx. 100' SW of 18 Lift 1 of 10	105.2	10.3	103.4	3.5	98.3
Lift 2 of 10	105.2	10.3	103.6	4.4	98.0
Lift 3 of 10	105.2	10.3	103.1	5.7	98.0
Lift 4 of 10	105.2	10.3	104.4	4.2	99.2
Lift 5 of 10	105.2	10.3	104.1	4.6	99.0
Lift 6 of 10	105.2	10.3	104.8	4.1	99.6
Lift 7 of 10	105.2	10.3	106.1	4.4	100.9
Lift 8 of 10	105.2	10.3	103.1	3.9	99.9
Lift 9 of 10	105.2	10.3	105.4	3.4	100.2
Lift 10 of 10	105.2	10.3	105.2	3.6	100.0

Geo-Tech is not responsible for determining thickness of fill soils. Above mentioned tests represent that location only. No other warranties are expressed or implied.
Compaction Requirement = 98%
Lift = 12" Thickness
Field Technician: BM

The above tests were performed and reported in accordance with the referenced specifications.

David A. Gabbia, P.E.
Florida Registration No. 58334

DAVID ANTHONY GABBIA LICENSE No 58334 STATE OF FLORIDA PROFESSIONAL ENGINEER

jj

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Attachment: Exhibit E-Certified Testing Data (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)

GEO-TECH, INC.

REPORT OF SOIL DENSITY BY NUCLEAR METHODS

Client: Hartman Civil Construction
9200 SW Highway 484
Ocala, FL 34481

Project No.: 20-5254.14
Date of Test: October 6, 2020
Project Name: Twisted Oaks
Area of Test: Pipe Backfill -Sanitary

Test Methods: In Place Compaction Test per ASTM D-6938 Nuclear Method
MAXIMUM DRY DENSITY PER ASTM D-1557 AASHTO T-180 (MODIFIED PROCTOR)

TEST LOCATION		LAB DENSITY lbs/ft³	PERCENT OPTIMUM MOISTURE	DRY DENSITY lbs/ft³	PERCENT FIELD MOISTURE	PERCENT DENSITY
Between SMH 10 & SMH 11 Approx.						
50'W SMH10	Lift 1 of 7	105.2	10.3	104.7	3.4	99.5
West	Lift 2 of 7	105.2	10.3	103.4	5.8	98.3
Above	Lift 3 of 7	105.2	10.3	104.3	6.2	99.1
	Lift 4 of 7	105.2	10.3	104.9	5.5	99.7
	Lift 5 of 7	105.2	10.3	105.1	4.9	99.9
	Lift 6 of 7	105.2	10.3	104.1	4.5	99.0
	Lift 7 of 7			103.8	3.9	98.7
Between SMH 11 & SMH 10 Approx.						
75' E of SMH 11	Lift 1 of 5	105.2	10.3	103.5	5.8	98.4
West	Lift 2 of 5	105.2	10.3	103.9	5.2	98.8
Above	Lift 3 of 5	105.2	10.3	104.4	4.4	99.2
	Lift 4 of 5	105.2	10.3	105.0	3.7	99.8
	Lift 5 of 5	105.2	10.3	104.7	3.2	99.5

Geo-Tech is not responsible for determining thickness of fill soils. Above mentioned tests represent that location only. No other warranties are expressed or implied.
Compaction Requirement = 98%
Lift = 12" Thickness
Field Technician: BM

The above tests were performed and reported in accordance with the referenced specifications.

DAVID ANTHONY CAPPA LICENSE No 58334 STATE OF FLORIDA PROFESSIONAL ENGINEER

David A. Cappa, P.E.
Florida Registration No. 58334

jj

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Attachment: Exhibit E-Certified Testing Data (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)

GEO-TECH, INC.

REPORT OF SOIL DENSITY BY NUCLEAR METHODS

Client: Hartman Civil Construction
9200 SW Highway 484
Ocala, FL 34481

Project No.: 20-5254.14
Date of Test: August 28, 2020
Project Name: Twisted Oaks
Area of Test: Pipe Backfill - Sanitary

Test Methods: In Place Compaction Test per ASTM D-6938 Nuclear Method
MAXIMUM DRY DENSITY PER ASTM D-1557 AASHTO T-180 (MODIFIED PROCTOR)

TEST LOCATION	LAB DENSITY lbs/ft³	PERCENT OPTIMUM MOISTURE	DRY DENSITY lbs/ft³	PERCENT FIELD MOISTURE	PERCENT DENSITY
Between SMH1 and SMH-6 Lift 1 of 8	105.2	10.3	105.1	4.5	99.9
Lift 2 of 8	105.2	10.3	103.9	4.2	98.8
Lift 3 of 8	105.2	10.3	104.7	4.6	99.5
Lift 4 of 8	105.2	10.3	103.4	5.0	98.3
Lift 5 of 8	105.2	10.3	103.5	4.8	98.4
Lift 6 of 8	105.2	10.3	103.1	5.3	98.0
Lift 7 of 8	105.2	10.3	103.6	4.5	98.5
Lift 8 of 8	105.2	10.3	103.8	4.2	98.7

Geo-Tech is not responsible for determining thickness of fill soils. Above mentioned tests represent that location only. No other warranties are expressed or implied.
Compaction Requirement = 98%
Lift = 12" Thickness
Field Technician: BM

The above tests were performed and reported in accordance with the referenced specifications.

David A. Lanna, P.E.
Florida Registration No. 58334

DAVID ANTHONY LANNA LICENSE NO. 58334 STATE OF FLORIDA PROFESSIONAL ENGINEER

mr

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Attachment: Exhibit E-Certified Testing Data (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)

GEO-TECH, INC.

REPORT OF SOIL DENSITY BY NUCLEAR METHODS

Client: Hartman Civil Construction
9200 SW Highway 484
Ocala, FL 34481

Project No.: 20-5254.14
Date of Test: August 28, 2020
Project Name: Twisted Oaks
Area of Test: Pipe Backfill -Sanitary

Test Methods: In Place Compaction Test per ASTM D-6938 Nuclear Method
MAXIMUM DRY DENSITY PER ASTM D-1557 AASHTO T-180 (MODIFIED PROCTOR)

TEST LOCATION	LAB DENSITY lbs/ft³	PERCENT OPTIMUM MOISTURE	DRY DENSITY lbs/ft³	PERCENT FIELD MOISTURE	PERCENT DENSITY
Between SMH-8 and SMH-9					
Lift 1 of 7	105.2	10.3	104.4	4.0	99.2
Lift 2 of 7	105.2	10.3	103.7	3.8	98.6
Lift 3 of 7	105.2	10.3	103.9	3.4	98.8
Lift 4 of 7	105.2	10.3	103.1	4.7	98.0
Lift 5 of 7	105.2	10.3	104.4	4.1	99.2
Lift 6 of 7	105.2	10.3	103.5	3.8	98.4
Lift 7 of 7	105.2	10.3	103.8	3.4	98.7

Geo-Tech is not responsible for determining thickness of fill soils. Above mentioned tests represent that location only. No other warranties are expressed or implied.
Compaction Requirement = 98%
Lift = 12" Thickness
Field Technician: BM

The above tests were performed and reported in accordance with the referenced specifications.

DAVID ANTHONY CAPPA LICENSE NO. 58354 STATE OF FLORIDA PROFESSIONAL ENGINEER

David A. Cappa, P.E.
Florida Registration No. 58354

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Attachment: Exhibit E-Certified Testing Data (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)

GEO-TECH, INC.

REPORT OF SOIL DENSITY BY NUCLEAR METHODS

Client: Hartman Civil Construction
9200 SW Highway 484
Ocala, FL 34481

Project No.: 20-5254.14
Date of Test: August 28, 2020
Project Name: Twisted Oaks
Area of Test: Pipe Backfill - Sanitary

Test Methods: In Place Compaction Test per ASTM D-6938 Nuclear Method
MAXIMUM DRY DENSITY PER ASTM D-1557 AASHTO T-180 (MODIFIED PROCTOR)

TEST LOCATION	LAB DENSITY lbs/ft³	PERCENT OPTIMUM MOISTURE	DRY DENSITY lbs/ft³	PERCENT FIELD MOISTURE	PERCENT DENSITY
Between SMH-3 and SMH-4 Approx. 35' SW of SMH-3					
Lift 1 of 7	105.2	10.3	104.6	6.5	99.4
Lift 2 of 7	105.2	10.3	104.0	6.1	98.9
Lift 3 of 7	105.2	10.3	103.3	6.9	98.2
Lift 4 of 7	105.2	10.3	104.1	5.8	99.0
Lift 5 of 7	105.2	10.3	104.9	5.6	99.7
Lift 6 of 7	105.2	10.3	105.1	4.9	99.9
Lift 7 of 7	105.2	10.3	104.5	4.1	99.3
Between SMH-3 and SMH-4 Approx. 30' SW of SMH-4					
Lift 1 of 8	105.2	10.3	103.2	3.5	98.1
Lift 2 of 8	105.2	10.3	103.5	3.6	98.9
Lift 3 of 8	105.2	10.3	103.3	6.1	98.5
Lift 4 of 8	105.2	10.3	103.7	3.8	98.6
Lift 5 of 8	105.2	10.3	104.3	5.5	99.1
Lift 6 of 8	105.2	10.3	103.4	5.0	98.3
Lift 7 of 8	105.2	10.3	103.8	4.8	98.7
Lift 8 of 8	105.2	10.3	103.6	3.5	98.5

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Compaction Requirement = 98%
Lift = 12" Thickness
Field Technician: BM

The above tests were performed and reported in accordance with the referenced specifications.

DAVID ANTHONY CAPPA LICENSE NO. 58834 STATE OF FLORIDA PROFESSIONAL ENGINEER

David A. Cappa, P.E.
Florida Registration No. 58834

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Attachment: Exhibit E-Certified Testing Data (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)

GEO-TECH, INC.

REPORT OF SOIL DENSITY BY NUCLEAR METHODS

Client: Hartman Civil Construction
9200 SW Highway 484
Ocala, FL 34481

Project No.: 20-5254.14
Date of Test: August 14, 2020
Project Name: Twisted Oaks
Area of Test: Pipe Backfill -Sanitary

Test Methods: In Place Compaction Test per ASTM D-6938 Nuclear Method
MAXIMUM DRY DENSITY PER ASTM D-1557 AASHTO T-180 (MODIFIED PROCTOR)

TEST LOCATION		LAB DENSITY lbs/ft³	PERCENT OPTIMUM MOISTURE	DRY DENSITY lbs/ft³	PERCENT FIELD MOISTURE	PERCENT DENSITY
North of MH#3	Lift 1 of 6	105.2	10.3	103.4	3.3	99.8
Sewer Line 8"	Lift 2 of 6	105.2	10.3	105.0	3.8	99.3

Geo-Tech is not responsible for determining thickness of fill soils. Above mentioned tests represent that location only. No other warranties are expressed or implied.
Compaction Requirement = 98%
Lift = 12" Thickness
Field Technician: JC

The above tests were performed and reported in accordance with the referenced specifications.

DONALD ANTHONY CARRARA LICENSE NO. 58534 STATE OF FLORIDA PROFESSIONAL ENGINEER

David A. Carrara, P.E.
Florida Registration No. 58534

mr

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Attachment: Exhibit E-Certified Testing Data (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)

GEO-TECH, INC.

REPORT OF SOIL DENSITY BY NUCLEAR METHODS

Client: Hartman Civil Construction
9200 SW Highway 484
Ocala, FL 34481

Project No.: 20-5254.14
Date of Test: August 28, 2020
Project Name: Twisted Oaks
Area of Test: Pipe Backfill -Sanitary

Test Methods: In Place Compaction Test per ASTM D-6938 Nuclear Method
MAXIMUM DRY DENSITY PER ASTM D-1557 AASHTO T-180 (MODIFIED PROCTOR)

TEST LOCATION	LAB DENSITY lbs/ft³	PERCENT OPTIMUM MOISTURE	DRY DENSITY lbs/ft³	PERCENT FIELD MOISTURE	PERCENT DENSITY
Between SMH-4 and SMH-5 Approx. 25' SW of SMH-4					
Lift 1 of 7	105.2	10.3	104.7	4.0	99.5
Lift 2 of 7	105.2	10.3	104.0	5.3	98.9
Lift 3 of 7	105.2	10.3	103.8	3.6	98.7
Lift 4 of 7	105.2	10.3	105.0	4.4	99.8
Lift 5 of 7	105.2	10.3	104.6	3.8	99.4
Lift 6 of 7	105.2	10.3	105.8	3.3	100.6
Lift 7 of 7	105.2	10.3	104.7	3.5	99.5
Between SMH-4 and SMH-5 Approx. 40' NE of SMH-5					
Lift 1 of 5	105.2	10.3	103.2	4.4	98.1
Lift 2 of 5	105.2	10.3	103.1	3.9	98.0
Lift 3 of 5	105.2	10.3	103.6	3.5	98.5
Lift 4 of 5	105.2	10.3	103.4	3.7	98.3
Lift 5 of 5	105.2	10.3	103.8	3.2	98.7

Geo-Tech is not responsible for determining thickness of fill soils. Above mentioned tests represent that location only. No other warranties are expressed or implied.
Compaction Requirement = 98%
Lift = 12" Thickness
Field Technician: BM

The above tests were performed and reported in accordance with the referenced specifications.

DAVID ANTHONY CAPPA LICENSE No 58334 STATE OF FLORIDA PROFESSIONAL ENGINEER

David A. Cappa, PE
Florida Registration No. 58334

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Attachment: Exhibit E-Certified Testing Data (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)

GEO-TECH, INC.

REPORT OF SOIL DENSITY BY NUCLEAR METHODS

Client: Hartman Civil Construction
9200 SW Highway 484
Ocala, FL 34481

Project No.: 20-5254.14
Date of Test: August 28, 2020
Project Name: Twisted Oaks
Area of Test: Pipe Backfill - Sanitary

Test Methods: In Place Compaction Test per ASTM D-6938 Nuclear Method
MAXIMUM DRY DENSITY PER ASTM D-1557 AASHTO T-180 (MODIFIED PROCTOR)

TEST LOCATION	LAB DENSITY lbs/ft³	PERCENT OPTIMUM MOISTURE	DRY DENSITY lbs/ft³	PERCENT FIELD MOISTURE	PERCENT DENSITY
Between SMH1 and SMH-2 Approx. 75' SW of SMH-1					
Lift 1 of 7	105.2	10.3	103.2	3.6	98.1
Lift 2 of 7	105.2	10.3	103.9	5.1	98.8
Lift 3 of 7	105.2	10.3	103.3	4.7	98.2
Lift 4 of 7	105.2	10.3	105.1	4.9	99.9
Lift 5 of 7	105.2	10.3	104.7	4.5	99.5
Lift 6 of 7	105.2	10.3	104.9	4.3	99.7
Lift 7 of 7	105.2	10.3	104.8	3.7	99.6
Between SMH1 and SMH-2 Approx. 50' NE of SMH-1					
Lift 1 of 7	105.2	10.3	103.6	3.8	98.5
Lift 2 of 7	105.2	10.3	103.1	5.2	98.0
Lift 3 of 7	105.2	10.3	103.4	4.3	98.3
Lift 4 of 7	105.2	10.3	103.8	3.8	98.7
Lift 5 of 7	105.2	10.3	104.7	3.6	99.5
Lift 6 of 7	105.2	10.3	103.3	3.9	98.2
Lift 7 of 7	105.2	10.3	103.7	3.4	98.6

Geo-Tech is not responsible for determining thickness of fill soils. Above mentioned tests represent that location only. No other warranties are expressed or implied.
Compaction Requirement = 98%
Lift = 12" Thickness
Field Technician: BM

The above tests were performed and reported in accordance with the referenced specifications.

DAVID ANTHONY CAPPA — No. 58334 — STATE OF FLORIDA — PROFESSIONAL ENGINEER

David A. Cappa, P.E.
Florida Registration No. 58334

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Attachment: Exhibit E-Certified Testing Data (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)

GEO-TECH, INC.

ENGINEERING CONSULTANTS

REPORT OF SOIL DENSITY BY NUCLEAR METHODS

Client: Hartman Civil Construction
9200 SW Highway 484
Ocala, FL 34481

Project No.: 20-5254.14
Date of Test: August 28, 2020
Project Name: Twisted Oaks
Area of Test: Pipe Backfill - Sanitary

Test Methods: In Place Compaction Test per ASTM D-6938 Nuclear Method
MAXIMUM DRY DENSITY PER ASTM D-1557 AASHTO T-180 (MODIFIED PROCTOR)

TEST LOCATION	LAB DENSITY lbs/ft³	PERCENT OPTIMUM MOISTURE	DRY DENSITY lbs/ft³	PERCENT FIELD MOISTURE	PERCENT DENSITY
Between SMH1 and SMH-2 Approx. 75' SW of SMH-1					
Lift 1 of 8	105.2	10.3	103.6	7.4	98.5
Lift 2 of 8	105.2	10.3	103.7	3.5	98.6
Lift 3 of 8	105.2	10.3	103.4	3.3	98.3
Lift 4 of 8	105.2	10.3	104.3	3.1	99.1
Lift 5 of 8	105.2	10.3	104.1	6.2	99.0
Lift 6 of 8	105.2	10.3	103.5	5.5	98.4
Lift 7 of 8	105.2	10.3	103.2	4.8	98.1
Lift 8 of 8	105.2	10.3	104.7	4.2	99.5
Between SMH1 and SMH-2 Approx. 50' SW of SMH-1					
Lift 1 of 8	105.2	10.3	104.6	3.4	99.4
Lift 2 of 8	105.2	10.3	104.9	3.0	99.7
Lift 3 of 8	105.2	10.3	103.3	3.2	98.2
Lift 4 of 8	105.2	10.3	103.6	3.1	98.5
Lift 5 of 8	105.2	10.3	103.1	5.0	98.0
Lift 6 of 8	105.2	10.3	103.3	4.9	98.2
Lift 7 of 8	105.2	10.3	104.8	5.2	99.6
Lift 8 of 8	105.2	10.3	103.8	5.0	98.7

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Compaction Requirement = 98%
Lift = 12" Thickness
Field Technician: BM

The above tests were performed and reported in accordance with the referenced specifications.

DAVID ANTHONY CARPA LICENSE No 58334 STATE OF FLORIDA PROFESSIONAL ENGINEER

David A. Carpa, P.E.
Florida Registration No. 58334

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Attachment: Exhibit E-Certified Testing Data (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)

GEO-TECH, INC.

REPORT OF SOIL DENSITY BY NUCLEAR METHODS

Client: Hartman Civil Construction
9200 SW Highway 484
Ocala, FL 34481

Project No.: 20-5254.14
Date of Test: August 26, 2020
Project Name: Twisted Oaks
Area of Test: Pipe Backfill - Sanitary

Test Methods: In Place Compaction Test per ASTM D-6938 Nuclear Method
MAXIMUM DRY DENSITY PER ASTM D-1557 AASHTO T-180 (MODIFIED PROCTOR)

TEST LOCATION		LAB DENSITY lbs/ft³	PERCENT OPTIMUM MOISTURE	DRY DENSITY lbs/ft³	PERCENT FIELD MOISTURE	PERCENT DENSITY
Between S-7 & S-8 Above Pipe	Lift 1 of 7	105.2	10.3	104.7	3.8	98.9
	Lift 2 of 7	105.2	10.3	103.2	5.1	98.1
	Lift 3 of 7	105.2	10.3	103.8	3.0	98.6
	Lift 4 of 7	105.2	10.3	104.3	6.0	99.1
	Lift 5 of 7	105.2	10.3	103.6	5.7	98.5
	Lift 6 of 7	105.2	10.3	104.6	5.1	99.4
	Lift 7 of 7	105.2	10.3	104.1	4.4	99.0
Between S-6 & S-7 Above Pipe	Lift 1 of 7	105.2	10.3	104.4	3.3	99.2
	Lift 2 of 7	105.2	10.3	103.9	3.1	98.8
	Lift 3 of 7	105.2	10.3	103.2	3.4	98.4
	Lift 4 of 7	105.2	10.3	104.5	4.9	99.3
	Lift 5 of 7	105.2	10.3	103.7	4.3	98.6
	Lift 6 of 7	105.2	10.3	103.2	4.0	98.1
	Lift 7 of 7	105.2	10.3	103.9	3.7	98.8

Geo-Tech is not responsible for determining thickness of fill soils. Above mentioned tests represent that location only. No other warranties are expressed or implied.
Compaction Requirement = 98%
Lift = 12" Thickness
Field Technician: JC

The above tests were performed and reported in accordance with the referenced specifications.

David A. Cappa, STATE OF
Florida Registration No. 58334.

DAVID ANTHONY CAPPA LICENSE 58334 STATE OF FLORIDA PROFESSIONAL ENGINEER

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GEO-TECH, INC.

REPORT OF SOIL DENSITY BY NUCLEAR METHODS

Client: Hartman Civil Construction
9200 SW Highway 484
Ocala, FL 34481

Project No.: 19-5254.12
Date of Test: December 16, 2020
Project Name: Twisted Oaks
Area of Test: Pipe Backfill

Test Methods: In Place Compaction Test per ASTM D-6938 Nuclear Method
MAXIMUM DRY DENSITY PER ASTM D-1557 AASHTO T-180 (MODIFIED PROCTOR)

TEST LOCATION	LAB DENSITY lbs/ft³	PERCENT OPTIMUM MOISTURE	DRY DENSITY lbs/ft³	PERCENT FIELD MOISTURE	PERCENT DENSITY
Sewer Repair South of SMH-18 Lift 1 of 7	105.2	10.3	103.2	5.1	98.1
Lift 2 of 7	105.2	10.3	104.6	4.8	99.4
Lift 3 of 7	105.2	10.3	103.4	4.9	98.3
Lift 4 of 7	105.2	10.3	103.7	4.5	98.6
Lift 5 of 7	105.2	10.3	103.6	4.6	98.5
Lift 6 of 7	105.2	10.3	104.0	4.3	98.9
Lift 7 of 7	105.2	10.3	104.9	4.7	99.7

Geo-Tech is not responsible for determining thickness of fill soils. Above mentioned tests represent that location only. No other warranties are expressed or implied.
Compaction Requirement = 98%
Lift = 12" Thickness
Field Technician: BM

The above tests were performed and reported in accordance with the referenced specifications.

David A. Cappa, P.E.
Florida Registration No. 58334

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Attachment: Exhibit E-Certified Testing Data (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)

GEO-TECH, INC.
ENGINEERING CONSULTANTS

REPORT OF SOIL DENSITY BY NUCLEAR METHODS

Client: Hartman Civil Construction
9200 SW Highway 484
Ocala, FL 34481

Project No.: 20-5254.14
Date of Test: September 29, 2020
Project Name: Twisted Oaks
Area of Test: Pipe Backfill-Storm

Test Methods: In Place Compaction Test per ASTM D-6938 Nuclear Method
MAXIMUM DRY DENSITY PER ASTM D-1557 AASHTO T-180 (MODIFIED PROCTOR)

TEST LOCATION		LAB DENSITY lbs/ft³	PERCENT OPTIMUM MOISTURE	DRY DENSITY lbs/ft³	PERCENT FIELD MOISTURE	PERCENT DENSITY
Between MESA-1 and A-1						
North Beside Pipe	Lift 1 of 3	105.2	10.3	104.1	3.6	99.0
	Lift 2 of 3	105.2	10.3	103.2	5.0	98.1
	Lift 3 of 3	105.2	10.3	105.0	3.3	99.8
South Beside Pipe	Lift 1 of 3	105.2	10.3	104.8	3.4	99.6
	Lift 2 of 3	105.2	10.3	104.1	4.6	99.0
	Lift 3 of 3	105.2	10.3	103.5	4.3	98.4
Above Pipe	Lift 1 of 2	105.2	10.3	104.0	4.2	98.9
	Lift 2 of 2	105.2	10.3	104.7	4.4	99.5
Between A-1 and A-2						
East Beside Pipe	Lift 1 of 3	105.2	10.3	103.6	3.1	98.5
	Lift 2 of 3	105.2	10.3	103.2	3.5	98.1
	Lift 3 of 3	105.2	10.3	103.7	3.2	98.6
West Beside Pipe	Lift 1 of 3	105.2	10.3	104.0	5.4	98.9
	Lift 2 of 3	105.2	10.3	104.7	5.2	99.5
	Lift 3 of 3	105.2	10.3	104.1	5.3	99.0
Above Pipe	Lift 1 of 2	105.2	10.3	104.8	4.6	99.6
	Lift 2 of 2	105.2	10.3	105.1	4.1	99.9

Geo-Tech is not responsible for determining thickness of fill soils. Above mentioned tests represent that location only. No other warranties are expressed or implied.
Compaction Requirement = 98%
Lift = 12" Thickness
Field Technician: BM

The above tests were performed and reported in accordance with the referenced specifications.

David A. Capps, P.E. STATE OF FLORIDA PROFESSIONAL ENGINEER No. 58334

David A. Capps, P.E. STATE OF
Florida Registration No. 58334

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Attachment: Exhibit E-Certified Testing Data (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)

GEO-TECH, INC.

REPORT OF SOIL DENSITY BY NUCLEAR METHODS

Client: Hartman Civil Construction
9200 SW Highway 484
Ocala, FL 34481

Project No.: 20-5254.14
Date of Test: October 8, 2020
Project Name: Twisted Oaks
Area of Test: Pipe Backfill

Test Methods: In Place Compaction Test per ASTM D-6938 Nuclear Method
MAXIMUM DRY DENSITY PER ASTM D-1557 AASHTO T-180 (MODIFIED PROCTOR)

TEST LOCATION		LAB DENSITY lbs/ft³	PERCENT OPTIMUM MOISTURE	DRY DENSITY lbs/ft³	PERCENT FIELD MOISTURE	PERCENT DENSITY
Between A23 & A24 Beside Pipe						
North	Lift 1 of 2	105.2	10.3	103.8	4.2	99.7
	Lift 2 of 2	105.2	10.3	103.6	4.0	98.5
South	Lift 1 of 2	105.2	10.3	103.4	3.9	98.3
	Lift 2 of 2	105.2	10.3	104.3	4.2	99.1
Above	Lift 1 of 3	105.2	10.3	103.6	4.3	98.5
	Lift 2 of 3	105.2	10.3	103.1	3.8	98.0
	Lift 3 of 3	105.2	10.3	104.0	3.9	98.9
Waterline Crossing at STA 16+25						
	Lift 1 of 3	105.2	10.3	104.6	3.6	99.4
	Lift 2 of 3	105.2	10.3	104.1	3.5	99.0
	Lift 3 of 3	105.2	10.3	104.8	3.7	99.6

Geo-Tech is not responsible for determining thickness of fill soils. Above mentioned tests represent that location only. No other warranties are expressed or implied.
Compaction Requirement = 98%
Lift = 12" Thickness
Field Technician: BM

The above tests were performed and reported in accordance with the referenced specifications.

David A. Zabo, P.E.
Florida Registration No. 58334

DAVID ANTHONY ZABO ★ STATE OF FLORIDA ★ PROFESSIONAL ENGINEER ★ LICENSE NUMBER 58334

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Attachment: Exhibit E-Certified Testing Data (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)

GEO-TECH, INC.

REPORT OF SOIL DENSITY BY NUCLEAR METHODS

Client: Hartman Civil Construction
9200 SW Highway 484
Ocala, FL 34481

Project No.: 20-5254.14
Date of Test: October 8, 2020
Project Name: Twisted Oaks
Area of Test: Pipe Backfill-Storm

Test Methods: In Place Compaction Test per ASTM D-6938 Nuclear Method
MAXIMUM DRY DENSITY PER ASTM D-1557 AASHTO T-180 (MODIFIED PROCTOR)

TEST LOCATION		LAB DENSITY lbs/ft³	PERCENT OPTIMUM MOISTURE	DRY DENSITY lbs/ft³	PERCENT FIELD MOISTURE	PERCENT DENSITY
Between A13 & A14 Beside Pipe						
East	Lift 1 of 1	105.2	10.3	103.4	3.6	98.3
West	Lift 1 of 1	105.2	10.3	103.2	5.3	98.1
Above	Lift 1 of 2	105.2	10.3	103.6	5.4	98.5
	Lift 2 of 2	105.2	10.3	103.9	5.2	98.5
Between A5& A22 Beside Pipe						
North	Lift 1 of 1	105.2	10.3	104.7	5.5	99.5
South	Lift 1 of 1	105.2	10.3	104.1	4.8	99.0
Above	Lift 1 of 3	105.2	10.3	104.9	4.9	99.7
	Lift 2 of 3	105.2	10.3	105.1	4.4	99.9
	Lift 3 of 3	105.2	10.3	103.7	4.3	98.6
Between A27 & A23 Beside Pipe						
North	Lift 1 of 2	105.2	10.3	104.3	3.5	99.1
	Lift 2 of 2	105.2	10.3	103.6	3.8	98.5
South	Lift 1 of 2	105.2	10.3	103.9	3.8	98.8
	Lift 2 of 2	105.2	10.3	103.8	3.3	98.7
Above	Lift 1 of 2	105.2	10.3	104.4	4.5	99.2
	Lift 2 of 2	105.2	10.3	103.5	4.0	98.4

Geo-Tech is not responsible for determining thickness of fill soils. Above mentioned tests represent that location only. No other warranties are expressed or implied.
Compaction Requirement = 98%
Lift = 12" Thickness
Field Technician: BM

The above tests were performed and reported in accordance with the referenced specifications.

DAVID ANTHONY CAPPA LICENSE PROFESSIONAL ENGINEER STATE OF FLORIDA

David A. Cappa, P.E.
Florida Registration No. 58314

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Attachment: Exhibit E-Certified Testing Data (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)

GEO-TECH, INC.
ENGINEERING CONSULTANTS IN GEOTECHNICAL • ENVIRONMENTAL •

REPORT OF SOIL DENSITY BY NUCLEAR METHODS

Client: Hartman Civil Construction
9200 SW Highway 484
Ocala, FL 34481

Project No.: 20-5254.14
Date of Test: October 21, 2020
Project Name: Twisted Oaks
Area of Test: Pipe Backfill- Storm

Test Methods: In Place Compaction Test per ASTM D-6938 Nuclear Method
MAXIMUM DRY DENSITY PER ASTM D-1557 AASHTO T-180 (MODIFIED PROCTOR)

TEST LOCATION		LAB DENSITY lbs/ft³	PERCENT OPTIMUM MOISTURE	DRY DENSITY lbs/ft³	PERCENT FIELD MOISTURE	PERCENT DENSITY
Between A27 & D-26 Beside Pipe East	Lift 1 of 1	105.2	10.3	103.8	4.9	98.7
Beside Pipe West	Lift 1 of 1	105.2	10.3	104.7	4.8	99.5
Beside Pipe Above	Lift 1 of 4	105.2	10.3	103.1	5.3	98.0
	Lift 2 of 4	105.2	10.3	103.4	4.8	98.3
	Lift 3 of 4	105.2	10.3	103.8	4.1	98.7
	Lift 4 of 4	105.2	10.3	103.6	4.3	98.5
Between A-26 & A-25 Beside Pipe East	Lift 1 of 1	105.2	10.3	103.7	4.9	98.6
Beside Pipe West	Lift 1 of 1	105.2	10.3	103.6	4.8	98.5
Beside Pipe Above	Lift 1 of 4	105.2	10.3	104.1	4.2	99.0
	Lift 2 of 4	105.2	10.3	103.3	3.8	98.2
	Lift 3 of 4	105.2	10.3	104.7	3.6	99.5
	Lift 4 of 4	105.2	10.3	105.1	3.9	99.9

Geo-Tech is not responsible for determining thickness of fill soils. Above mentioned tests represent that location only. No other warranties are expressed or implied.
Compaction Requirement = 98%
Lift = 12" Thickness
Field Technician: BM

The above tests were performed and reported in accordance with the referenced specifications.

David A. Cappa, P.E.
Florida Registration No. 0[illegible]

DAVID ANTHONY CAPPA LICENSE STATE OF FLORIDA PROFESSIONAL ENGINEER

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Attachment: Exhibit E-Certified Testing Data (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)

GEO-TECH, INC.

REPORT OF SOIL DENSITY BY NUCLEAR METHODS

Client: Hartman Civil Construction
9200 SW Highway 484
Ocala, FL 34481

Project No.: 20-5254.14
Date of Test: October 21, 2020
Project Name: Twisted Oaks
Area of Test: Pipe Backfill

Test Methods: In Place Compaction Test per ASTM D-6938 Nuclear Method
MAXIMUM DRY DENSITY PER ASTM D-1557 AASHTO T-180 (MODIFIED PROCTOR)

TEST LOCATION		LAB DENSITY lbs/ft³	PERCENT OPTIMUM MOISTURE	DRY DENSITY lbs/ft³	PERCENT FIELD MOISTURE	PERCENT DENSITY
Between A-25 & A-24 Beside Pipe East	Lift 1 of 1	105.2	10.3	104.1	3.8	98.9
Beside Pipe West	Lift 1 of 1	105.2	10.3	103.3	5.5	98.2
Beside Pipe Above	Lift 1 of 4	105.2	10.3	104.3	5.7	99.1
	Lift 2 of 4	105.2	10.3	103.4	4.8	98.3
	Lift 3 of 4	105.2	10.3	103.9	3.9	98.8
	Lift 4 of 4	105.2	10.3	103.5	4.3	98.4

Geo-Tech is not responsible for determining thickness of fill soils. Above mentioned tests represent that location only. No other warranties are expressed or implied.
Compaction Requirement = 98%
Lift = 12" Thickness
Field Technician: BM

DAVID ANTHONY CAPPA LICENSE No. PE58334 STATE OF FLORIDA PROFESSIONAL ENGINEER

The above tests were performed and reported in accordance with the referenced specifications.

David A. Cappa, P.E.
Florida Registration No. 58334

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Attachment: Exhibit E-Certified Testing Data (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)

GEO-TECH, INC.
ENGINEERING CONSULTANTS

REPORT OF SOIL DENSITY BY NUCLEAR METHODS

Client: Hartman Civil Construction
9200 SW Highway 484
Ocala, FL 34481

Project No.: 20-5254.14
Date of Test: October 21, 2020
Project Name: Twisted Oaks
Area of Test: Pipe Backfill

Test Methods: In Place Compaction Test per ASTM D-6938 Nuclear Method
MAXIMUM DRY DENSITY PER ASTM D-1557 AASHTO T-180 (MODIFIED PROCTOR)

TEST LOCATION		LAB DENSITY lbs/ft³	PERCENT OPTIMUM MOISTURE	DRY DENSITY lbs/ft³	PERCENT FIELD MOISTURE	PERCENT DENSITY
Between A-17 & A-9 Beside Pipe East	Lift 1 of 1	105.2	10.3	103.1	4.7	98.0
Beside Pipe West	Lift 1 of 1	105.2	10.3	103.4	4.6	98.3
Beside Pipe Above	Lift 1 of 3	105.2	10.3	104.0	4.9	98.9
	Lift 2 of 3	105.2	10.3	104.7	4.7	99.5
	Lift 3 of 3	105.2	10.3	104.4	4.3	99.2
Between A-17 & A-18 Beside Pipe North	Lift 1 of 1	105.2	10.3	103.5	4.8	98.4
Beside Pipe South	Lift 1 of 1	105.2	10.3	104.9	5.3	99.7
Beside Pipe Above	Lift 1 of 3	105.2	10.3	105.1	4.5	99.9
	Lift 2 of 3	105.2	10.3	104.8	4.0	99.6
	Lift 3 of 3	105.2	10.3	105.0	3.9	99.8
Between A-17 & A-19 Beside Pipe East	Lift 1 of 1	105.2	10.3	103.7	5.2	98.6
Beside Pipe West	Lift 1 of 1	105.2	10.3	104.4	4.5	98.9
Beside Pipe Above	Lift 1 of 3	105.2	10.3	103.8	4.2	98.7
	Lift 2 of 3	105.2	10.3	103.2	4.4	98.1
	Lift 3 of 3	105.2	10.3	103.7	3.9	98.6

Geo-Tech is not responsible for determining thickness of fill soils. Above mentioned tests represent that location only. No other warranties are expressed or implied.
Compaction Requirement = 98%
Lift = 12" Thickness
Field Technician: BM

The above tests were performed and reported in accordance with the referenced specifications.

David A. Cappa, P.E.
Florida Registration No. 58334

DAVID ANTHONY CAPPA LICENSE NO. PE58334 STATE OF FLORIDA PROFESSIONAL ENGINEER

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GEO-TECH, INC.

IN GEOTECHNICAL • ENVIRONMENTAL

REPORT OF SOIL DENSITY BY NUCLEAR METHODS

Client: Hartman Civil Construction
9200 SW Highway 484
Ocala, FL 34481

Project No.: 20-5254.14
Date of Test: October 8, 2020
Project Name: Twisted Oaks
Area of Test: Pipe Backfill -Storm

Test Methods: In Place Compaction Test per ASTM D-6938 Nuclear Method
MAXIMUM DRY DENSITY PER ASTM D-1557 AASHTO T-180 (MODIFIED PROCTOR)

TEST LOCATION		LAB DENSITY lbs/ft³	PERCENT OPTIMUM MOISTURE	DRY DENSITY lbs/ft³	PERCENT FIELD MOISTURE	PERCENT DENSITY
Between A10 & A11 Beside Pipe						
East	Lift 1 of 1	105.2	10.3	103.8	3.8	98.7
West	Lift 1 of 1	105.2	10.3	103.3	4.2	98.2
Above	Lift 1 of 4	105.2	10.3	103.9	4.8	98.8
	Lift 2 of 4	105.2	10.3	105.1	5.1	99.9
	Lift 3 of 4	105.2	10.3	105.3	4.5	100.1
	Lift 4 of 4	105.2	10.3	106.7	3.6	101.4
Between A11 & A12 Beside Pipe						
East	Lift 1 of 1	105.2	10.3	103.5	5.5	98.4
West	Lift 1 of 1	105.2	10.3	104.9	6.1	99.7
Above	Lift 1 of 3	105.2	10.3	104.1	4.7	99.0
	Lift 2 of 3	105.2	10.3	104.7	5.0	99.5
	Lift 3 of 3	105.2	10.3	104.4	4.3	99.2
Between A12 & A13 Beside Pipe						
North	Lift 1 of 1	105.2	10.3	103.7	4.7	98.6
South	Lift 1 of 1	105.2	10.3	105.7	5.2	100.5
Above	Lift 1 of 2	105.2	10.3	105.1	4.2	99.9
	Lift 2 of 2	105.2	10.3	104.9	3.9	99..7

Geo-Tech is not responsible for determining thickness of fill soils. Above mentioned tests represent that location only. No other warranties are expressed or implied.
Compaction Requirement = 98%
Lift = 12" Thickness
Field Technician: BM

The above tests were performed and reported in accordance with the referenced specifications.

David A. Cappa, P.E.
Florida Registration No. 58334

STATE OF FLORIDA — DAVID ANTHONY CAPPA — No. 58334 — PROFESSIONAL ENGINEER

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Attachment: Exhibit E-Certified Testing Data (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)

GEO-TECH, INC.

REPORT OF SOIL DENSITY BY NUCLEAR METHODS

Client: Hartman Civil Construction
9200 SW Highway 484
Ocala, FL 34481

Project No.: 20-5254.14
Date of Test: September 29, 2020
Project Name: Twisted Oaks
Area of Test: Limerock- Storm

Test Methods: In Place Compaction Test per ASTM D-6938 Nuclear Method
MAXIMUM DRY DENSITY PER ASTM D-1557 AASHTO T-180 (MODIFIED PROCTOR)

TEST LOCATION		LAB DENSITY lbs/ft³	PERCENT OPTIMUM MOISTURE	DRY DENSITY lbs/ft³	PERCENT FIELD MOISTURE	PERCENT DENSITY
Between A-8 and A-9						
North Beside Pipe	Lift 1 of 2	105.2	10.3	104.1	3.7	98.9
	Lift 2 of 2	105.2	10.3	103.6	3.9	98.5
South Beside Pipe	Lift 1 of 2	105.2	10.3	103.3	3.5	98.2
	Lift 2 of 2	105.2	10.3	103.8	3.8	98.7
Above Pipe	Lift 1 of 3	105.2	10.3	104.6	4.4	99.4
	Lift 2 of 3	105.2	10.3	103.9	4.2	98.8
	Lift 3 of 3	105.2	10.3	104.9	3.9	99.7
Between A-9 and A-10						
East Beside Pipe	Lift 1 of 2	105.2	10.3	103.9	3.4	98.8
	Lift 2 of 2	105.2	10.3	104.6	3.2	99.4
West Beside Pipe	Lift 1 of 2	105.2	10.3	104.1	3.6	99.0
	Lift 2 of 2	105.2	10.3	103.7	3.5	98.6
Above Pipe	Lift 1 of 4	105.2	10.3	105.0	4.5	99.8
	Lift 2 of 4	105.2	10.3	104.1	4.1	99.0
	Lift 3 of 4	105.2	10.3	104.6	4.3	99.4
	Lift 4 of 4	105.2	10.3	103.7	3.6	98.3

Geo-Tech is not responsible for determining thickness of fill soils. Above mentioned tests represent that location only. No other warranties are expressed or implied.
Compaction Requirement = 98%
Lift = 12" Thickness
Field Technician: BM

The above tests were performed and reported in accordance with the referenced specifications.

DAVID ANTHONY CARPENTER LICENSE No PE58334 STATE OF FLORIDA PROFESSIONAL ENGINEER

David A. Carpenter, P.E.
Florida Registration No. 58334

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GEO-TECH, INC.

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REPORT OF SOIL DENSITY BY NUCLEAR METHODS

Client: Hartman Civil Construction
9200 SW Highway 484
Ocala, FL 34481

Project No.: 20-5254.14
Date of Test: September 29, 2020
Project Name: Twisted Oaks
Area of Test: Pipe Backfill-Storm

Test Methods: In Place Compaction Test per ASTM D-6938 Nuclear Method
MAXIMUM DRY DENSITY PER ASTM D-1557 AASHTO T-180 (MODIFIED PROCTOR)

TEST LOCATION		LAB DENSITY lbs/ft³	PERCENT OPTIMUM MOISTURE	DRY DENSITY lbs/ft³	PERCENT FIELD MOISTURE	PERCENT DENSITY
Between A-2 and A-3						
East Beside Pipe	Lift 1 of 3	105.2	10.3	104.1	3.7	99.0
	Lift 2 of 3	105.2	10.3	104.7	3.1	99.5
	Lift 3 of 3	105.2	10.3	105.0	3.5	99.8
West Beside Pipe	Lift 1 of 3	105.2	10.3	103.1	3.3	98.0
	Lift 2 of 3	105.2	10.3	103.5	3.6	98.4
	Lift 3 of 3	105.2	10.3	103.8	3.8	98.7
Above Pipe	Lift 1 of 2	105.2	10.3	103.7	4.2	98.6
	Lift 2 of 2	105.2	10.3	103.4	3.6	98.3

Geo-Tech is not responsible for determining thickness of fill soils. Above mentioned tests represent that location only. No other warranties are expressed or implied.
Compaction Requirement = 98%
Lift = 12" Thickness
Field Technician: BM

The above tests were performed and reported in accordance with the referenced specifications.

DAVID ANTHONY CAPPA LICENSE PE58334 STATE OF FLORIDA PROFESSIONAL ENGINEER

David A. Cappa, P.E.
Florida Registration No. 58334

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Attachment: Exhibit E-Certified Testing Data (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)

GEO-TECH, INC.

REPORT OF SOIL DENSITY BY NUCLEAR METHODS

Client: Hartman Civil Construction
9200 SW Highway 484
Ocala, FL 34481

Project No.: 20-5254.14
Date of Test: September 29, 2020
Project Name: Twisted Oaks
Area of Test: Pipe Backfill-Storm

Test Methods: In Place Compaction Test per ASTM D-6938 Nuclear Method
MAXIMUM DRY DENSITY PER ASTM D-1557 AASHTO T-180 (MODIFIED PROCTOR)

TEST LOCATION		LAB DENSITY lbs/ft³	PERCENT OPTIMUM MOISTURE	DRY DENSITY lbs/ft³	PERCENT FIELD MOISTURE	PERCENT DENSITY
Between A-3 and A-4						
North Beside Pipe	Lift 1 of 3	105.2	10.3	104.3	4.5	99.1
	Lift 2 of 3	105.2	10.3	104.7	4.7	99.5
	Lift 3 of 3	105.2	10.3	103.7	4.5	98.6
South Beside Pipe	Lift 1 of 3	105.2	10.3	103.4	4.8	98.3
	Lift 2 of 3	105.2	10.3	104.1	3.1	99.0
	Lift 3 of 3	105.2	10.3	103.9	4.4	98.8
Above Pipe	Lift 1 of 3	105.2	10.3	103.1	4.0	98.0
	Lift 2 of 3	105.2	10.3	105.1	3.9	99.9
	Lift 3 of 3	105.2	10.3	104.8	3.5	99.6

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Compaction Requirement = 98%
Lift = 12" Thickness
Field Technician: BM

The above tests were performed and reported in accordance with the referenced specifications.

DAVID ANTHONY OLIVA LICENSE NUMBER PE58334 STATE OF FLORIDA PROFESSIONAL ENGINEER

10/19/20

David A. Oliva, P.E.
Florida Registration No. 58334

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GEO-TECH, INC.

REPORT OF SOIL DENSITY BY NUCLEAR METHODS

Client: Hartman Civil Construction
9200 SW Highway 484
Ocala, FL 34481

Project No.: 20-5254.14
Date of Test: September 29, 2020
Project Name: Twisted Oaks
Area of Test: Pipe Backfill- Storm

Test Methods: In Place Compaction Test per ASTM D-6938 Nuclear Method
MAXIMUM DRY DENSITY PER ASTM D-1557 AASHTO T-180 (MODIFIED PROCTOR)

TEST LOCATION		LAB DENSITY lbs/ft³	PERCENT OPTIMUM MOISTURE	DRY DENSITY lbs/ft³	PERCENT FIELD MOISTURE	PERCENT DENSITY
Between A-5 and A-6						
North Beside Pipe	Lift 1 of 3	105.2	10.3	103.6	4.9	98.5
	Lift 2 of 3	105.2	10.3	104.5	3.8	99.3
	Lift 3 of 3	105.2	10.3	104.3	3.9	99.1
South Beside Pipe	Lift 1 of 3	105.2	10.3	104.3	4.8	99.1
	Lift 2 of 3	105.2	10.3	103.1	4.7	98.0
	Lift 3 of 3	105.2	10.3	103.6	4.8	98.5
Above Pipe	Lift 1 of 4	105.2	10.3	103.9	4.3	98.8
	Lift 2 of 4	105.2	10.3	105.1	4.1	99.9
	Lift 3 of 4	105.2	10.3	104.9	4.4	99.7
	Lift 3 of 4	105.2	10.3	104.0	3.9	98.9

Geo-Tech is not responsible for determining thickness of fill soils. Above mentioned tests represent that location only. No other warranties are expressed or implied.
Compaction Requirement = 98%
Lift = 12" Thickness
Field Technician: BM

The above tests were performed and reported in accordance with the referenced specifications.

David A. Capo, P.E.
Florida Registration No. 58334

DAVID ANTHONY CAPO LICENSE 58334 STATE OF FLORIDA PROFESSIONAL ENGINEER

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Attachment: Exhibit E-Certified Testing Data (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)

GEO-TECH, INC.
ENGINEERING CONSULTANTS

REPORT OF SOIL DENSITY BY NUCLEAR METHODS

Client: Hartman Civil Construction
9200 SW Highway 484
Ocala, FL 34481

Project No.: 20-5254.14
Date of Test: September 29, 2020
Project Name: Twisted Oaks
Area of Test: Pipe Backfill-Storm

Test Methods: In Place Compaction Test per ASTM D-6938 Nuclear Method
MAXIMUM DRY DENSITY PER ASTM D-1557 AASHTO T-180 (MODIFIED PROCTOR)

TEST LOCATION		LAB DENSITY lbs/ft³	PERCENT OPTIMUM MOISTURE	DRY DENSITY lbs/ft³	PERCENT FIELD MOISTURE	PERCENT DENSITY
Between A-6 and A-7						
East Beside Pipe	Lift 1 of 2	105.2	10.3	103.5	3.7	98.4
	Lift 2 of 2	105.2	10.3	103.6	3.4	98.5
West Beside Pipe	Lift 1 of 2	105.2	10.3	103.9	3.8	98.8
	Lift 2 of 2	105.2	10.3	104.6	3.5	99.4
Above Pipe	Lift 1 of 4	105.2	10.3	105.1	4.0	99.9
	Lift 2 of 4	105.2	10.3	105.4	3.5	100.2
	Lift 3 of 4	105.2	10.3	104.8	3.7	99.6
	Lift 4 of 4	105.2	10.3	105.0	3.3	99.8
Between A-7 and A-8						
North Beside Pipe	Lift 1 of 2	105.2	10.3	104.6	4.2	99.4
	Lift 2 of 2	105.2	10.3	104.1	3.9	99.0
South Beside Pipe	Lift 1 of 2	105.2	10.3	103.8	4.0	98.7
	Lift 2 of 2	105.2	10.3	104.4	3.8	99.2
Above Pipe	Lift 1 of 3	105.2	10.3	104.7	4.6	99.5
	Lift 2 of 3	105.2	10.3	103.5	4.0	98.4
	Lift 3 of 3	105.2	10.3	103.9	3.8	98.8

Geo-Tech is not responsible for determining thickness of fill soils. Above mentioned tests represent that location only. No other warranties are expressed or implied.
Compaction Requirement = 98%
Lift = 12" Thickness
Field Technician: BM

The above tests were performed and reported in accordance with the referenced specifications.

DAVID ANTHONY CAPPA — STATE OF FLORIDA — 58334 — PROFESSIONAL ENGINEER

David A. Cappa, P.E.
Florida Registration No. 58334

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GEO-TECH, INC.

ENGINEERING CONSULTANTS IN GEOTECHNICAL • ENVIRONMENTAL • CONSTRUCTION MATERIALS TESTING

REPORT OF SOIL DENSITY BY NUCLEAR METHODS

Client: Hartman Civil Construction
9200 SW Highway 484
Ocala, FL 34481

Project No.: 19-5254.12
Date of Test: November 3, 2020
Project Name: Twisted Oaks
Area of Test: Subgrade- Curb Pad

Test Methods: In Place Compaction Test per ASTM D-6938 Nuclear Method
MAXIMUM DRY DENSITY PER ASTM D-1557 AASHTO T-180 (MODIFIED PROCTOR)

TEST LOCATION		LAB DENSITY lbs/ft³	PERCENT OPTIMUM MOISTURE	DRY DENSITY lbs/ft³	PERCENT FIELD MOISTURE	PERCENT DENSITY
Station 39+50 Right Lane	Lift 1 of 1	116.6	10.1	116.0	7.8	99.5
Station 39+50 Left Lane	Lift 1 of 1	116.6	10.1	115.4	7.1	99.0
Station 34+00 Right Lane	Lift 1 of 1	116.9	10.2	116.7	8.0	99.8
Station 34900 Left Lane	Lift 1 of 1	116.9	10.2	116.8	7.3	99.9

Geo-Tech is not responsible for determining thickness of fill soils. Above mentioned tests represent that location only. No other warranties are expressed or implied.
Compaction Requirement = 98%
Lift = 6" Thickness
Field Technician: BM

The above tests were performed and reported in accordance with the referenced specifications.

DAVID ANTHONY CAPPA LICENSE No. 68134 STATE OF FLORIDA PROFESSIONAL ENGINEER

David A. Cappa, P.E.
Florida Registration No. 68134

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Attachment: Exhibit E-Certified Testing Data (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)

GEO-TECH, INC.

REPORT OF SOIL DENSITY BY NUCLEAR METHODS

Client: Hartman Civil Construction
9200 SW Highway 484
Ocala, FL 34481

Project No.: 20-5254.14
Date of Test: September 29, 2020
Project Name: Twisted Oaks
Area of Test: Pipe Backfill-Storm

Test Methods: In Place Compaction Test per ASTM D-6938 Nuclear Method
MAXIMUM DRY DENSITY PER ASTM D-1557 AASHTO T-180 (MODIFIED PROCTOR)

TEST LOCATION		LAB DENSITY lbs/ft³	PERCENT OPTIMUM MOISTURE	DRY DENSITY lbs/ft³	PERCENT FIELD MOISTURE	PERCENT DENSITY
Between A-4 and A-5 East Beside Pipe	Lift 1 of 3	105.2	10.3	103.4	3.4	98.3
	Lift 2 of 3	105.2	10.3	103.8	3.3	98.7
	Lift 3 of 3	105.2	10.3	103.9	3.6	98.8
West Beside Pipe	Lift 1 of 3	105.2	10.3	103.7	3.1	98.6
	Lift 2 of 3	105.2	10.3	104.0	3.2	98.9
	Lift 3 of 3	105.2	10.3	104.1	3.7	99.0
Above Pipe	Lift 1 of 4	105.2	10.3	103.2	5.5	98.1
	Lift 2 of 4	105.2	10.3	104.0	4.7	98.9
	Lift 3 of 4	105.2	10.3	103.7	4.4	98.6
	Lift 3 of 4	105.2	10.3	103.5	4.5	98.4

Geo-Tech is not responsible for determining thickness of fill soils. Above mentioned tests represent that location only. No other warranties are expressed or implied.
Compaction Requirement = 98%
Lift = 12" Thickness
Field Technician: BM

The above tests were performed and reported in accordance with the referenced specifications.

DAVID ANTHONY CAPPA LICENSE No. 58356 STATE OF FLORIDA PROFESSIONAL ENGINEER

David A. Cappa, P.E.
Florida Registration No. 58356

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GEO-TECH, INC.

REPORT OF SOIL DENSITY BY NUCLEAR METHODS

Client: Hartman Civil Construction
9200 SW Highway 484
Ocala, FL 34481

Project No.: 20-5254.14
Date of Test: November 3, 2020
Project Name: Twisted Oaks
Area of Test: Pipe Backfill

Test Methods: In Place Compaction Test per ASTM D-6938 Nuclear Method
MAXIMUM DRY DENSITY PER ASTM D-1557 AASHTO T-180 (MODIFIED PROCTOR)

TEST LOCATION	LAB DENSITY lbs/ft³	PERCENT OPTIMUM MOISTURE	DRY DENSITY lbs/ft³	PERCENT FIELD MOISTURE	PERCENT DENSITY
Utility Crossing at 34+00 Lift 1 of 3	105.2	10.3	103.8	4.6	98.7
Lift 2 of 3	105.2	10.3	104.7	4.1	99.5
Lift 3 of 3	105.2	10.3	104.3	4.4	99.1
Utility Crossing at 39+00 Lift 1 of 3	105.2	10.3	104.9	4.5	99.7
Lift 2 of 3	105.2	10.3	105.1	3.9	99.9
Lift 3 of 3	105.2	10.3	105.8	3.7	100.6

Geo-Tech is not responsible for determining thickness of fill soils. Above mentioned tests represent that location only. No other warranties are expressed or implied.
Compaction Requirement = 98%
Lift = 12" Thickness
Field Technician: BM

The above tests were performed and reported in accordance with the referenced specifications.

DAVID ANTHONY CAPPA LICENSE NO. 68334 STATE OF FLORIDA PROFESSIONAL ENGINEER

David A. Cappa, P.E.
Florida Registration No. 68334

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Attachment: Exhibit E-Certified Testing Data (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)

GEO-TECH, INC.

REPORT OF SOIL DENSITY BY NUCLEAR METHODS

Client: Hartman Civil Construction
9200 SW Highway 484
Ocala, FL 34481

Project No.: 20-5254.14
Date of Test: October 8, 2020
Project Name: Twisted Oaks
Area of Test: Pipe Backfill

Test Methods: In Place Compaction Test per ASTM D-6938 Nuclear Method
MAXIMUM DRY DENSITY PER ASTM D-1557 AASHTO T-180 (MODIFIED PROCTOR)

TEST LOCATION	LAB DENSITY lbs/ft³	PERCENT OPTIMUM MOISTURE	DRY DENSITY lbs/ft³	PERCENT FIELD MOISTURE	PERCENT DENSITY
Water Crossing at STA 18+00					
Lift 1 of 3	105.2	10.3	104.7	5.6	99.5
Lift 2 of 3	105.2	10.3	103.7	5.1	98.6
Lift 3 of 3	105.2	10.3	104.0	4.3	98.9
Water Crossing at STA 12+50					
Lift 1 of 3	105.2	10.3	103.4	4.8	98.3
Lift 2 of 3	105.2	10.3	104.0	4.5	98.9
Lift 3 of 3	105.2	10.3	103.7	3.8	98.6
Water Crossing at STA 9+25					
Lift 1 of 3	105.2	10.3	105.1	4.4	99.9
Lift 2 of 3	105.2	10.3	105.7	4.0	100.5
Lift 3 of 3	105.2	10.3	103.8	3.6	98.7

Geo-Tech is not responsible for determining thickness of fill soils. Above mentioned tests represent that location only. No other warranties are expressed or implied.
Compaction Requirement = 98%
Lift = 12" Thickness
Field Technician: BM

The above tests were performed and reported in accordance with the referenced specifications.

David A. Pappa, P.E.
Florida Registration No. 58334

DAVID ANTHONY PAPPA LICENSE No PE58334 STATE OF FLORIDA PROFESSIONAL ENGINEER

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Attachment: Exhibit E-Certified Testing Data (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)

GEO-TECH, INC.

ENGINEERING CONSULTANTS

REPORT OF SOIL DENSITY BY NUCLEAR METHODS

Client: Hartman Civil Construction
9200 SW Highway 484
Ocala, FL 34481

Project No.: 20-5254.14
Date of Test: October 21, 2020
Project Name: Twisted Oaks
Area of Test: Pipe Backfill

Test Methods: In Place Compaction Test per ASTM D-6938 Nuclear Method
MAXIMUM DRY DENSITY PER ASTM D-1557 AASHTO T-180 (MODIFIED PROCTOR)

TEST LOCATION		LAB DENSITY lbs/ft^3	PERCENT OPTIMUM MOISTURE	DRY DENSITY lbs/ft^3	PERCENT FIELD MOISTURE	PERCENT DENSITY
Fire Main Crossing	Lift 1 of 3	105.2	10.3	103.6	5.2	98.5
	Lift 2 of 3	105.2	10.3	104.3	4.6	99.1
	Lift 3 of 3	105.2	10.3	103.7	4.1	98.6
Water Crossing at 20+60	Lift 1 of 3	105.2	10.3	104.7	4.7	99.5
	Lift 2 of 3	105.2	10.3	105.0	4.0	99.8
	Lift 3 of 3	105.2	10.3	104.1	3.5	99.0

Geo-Tech is not responsible for determining thickness of fill soils. Above mentioned tests represent that location only. No other warranties are expressed or implied.
Compaction Requirement = 98%
Lift = 6" Thickness
Field Technician: BM

DAVID ANTHONY CAPPA LICENSE No PE58334 STATE OF FLORIDA PROFESSIONAL ENGINEER

The above tests were performed and reported in accordance with the referenced specifications.

David A. Cappa, P.E.
Florida Registration No. 58334

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Attachment: Exhibit E-Certified Testing Data (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)

GEO-TECH, INC.

ENGINEERING EXCELLENCE IN GEOTECHNICAL • ENVIRONMENTAL • CONSTRUCTION MATERIALS TESTING

REPORT OF SOIL DENSITY BY NUCLEAR METHODS

Client: Hartman Civil Construction
9200 SW Highway 484
Ocala, FL 34481

Project No.: 20-5254.14
Date of Test: October 21, 2020
Project Name: Twisted Oaks
Area of Test: Curb Pad Densities

Test Methods: In Place Compaction Test per ASTM D-6938 Nuclear Method
MAXIMUM DRY DENSITY PER ASTM D-1557 AASHTO T-180 (MODIFIED PROCTOR)

TEST LOCATION		LAB DENSITY lbs/ft^3	PERCENT OPTIMUM MOISTURE	DRY DENSITY lbs/ft^3	PERCENT FIELD MOISTURE	PERCENT DENSITY
STA 18+50 Right Lane	Lift 1 of 1	115.1	10.2	113.1	7.8	98.3
STA 18+50 Left Lane	Lift 1 of 1	115.1	10.2	113.5	8.4	98.6
STA 10+50 Right Lane	Lift 1 of 1	113.9	10.1	112.8	7.6	99.0
STA 10+50 Left Lane	Lift 1 of 1	113.9	10.1	112.2	7.9	98.5
STA 6+50 Right Lane	Lift 1 of 1	114.7	10.2	113.2	9.0	98.7
STA 6+50 Left Lane	Lift 1 of 1	114.7	10.2	112.6	8.8	98.2

Geo-Tech is not responsible for determining thickness of fill soils. Above mentioned tests represent that location only. No other warranties are expressed or implied.
Compaction Requirement = 98%
Lift = 6" Thickness
Field Technician: BM

The above tests were performed and reported in accordance with the referenced specifications.

David A. Gaffke, P.E.
Florida Registration No. 58334

DAVID ANTHONY GAFFKE LICENSE STATE OF FLORIDA No PE58334 PROFESSIONAL ENGINEER

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GEO-TECH, INC.

ENGINEERING CONSULTANTS IN GEOTECHNICAL • ENVIRONMENTAL • CONSTRUCTION MATERIALS TESTING

REPORT OF SOIL DENSITY BY NUCLEAR METHODS

Client: Hartman Civil Construction
9200 SW Highway 484
Ocala, FL 34481

Project No.: 19-5254.12
Date of Test: November 11, 2020
Project Name: Twisted Oaks
Area of Test: Subgrade

Test Methods: In Place Compaction Test per ASTM D-6938 Nuclear Method
MAXIMUM DRY DENSITY PER ASTM D-1557 AASHTO T-180 (MODIFIED PROCTOR)

TEST LOCATION		LAB DENSITY lbs/ft³	PERCENT OPTIMUM MOISTURE	DRY DENSITY lbs/ft³	PERCENT FIELD MOISTURE	PERCENT DENSITY
Station 16+00	Lift 1 of 1	115.1	10.2	113.7	13.1	98.8
Station 11+00	Lift 1 of 1	113.9	10.1	113.6	14.3	99.7
Station 6+00	Lift 1 of 1	114.7	10.2	114.1	11.5	99.5
Station 2+00	Lift 1 of 1	115.4	11.0	115.2	12.6	99.8

Geo-Tech is not responsible for determining thickness of fill soils. Above mentioned tests represent that location only. No other warranties are expressed or implied.
Compaction Requirement = 98%
Lift = 6" Thickness
Field Technician: BM

The above tests were performed and reported in accordance with the referenced specifications.

DAVID ANTHONY CAMPA PE58334 STATE OF FLORIDA PROFESSIONAL ENGINEER

David A. Campa, P.E.
Florida Registration No. 58334

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Attachment: Exhibit E-Certified Testing Data (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)

GEO-TECH, INC.

ENGINEERING CONSULTANTS IN GEOTECHNICAL • ENVIRONMENTAL • CONSTRUCTION MATERIALS TESTING

REPORT OF SOIL DENSITY BY NUCLEAR METHODS

Client: Hartman Civil Construction
9200 SW Highway 484
Ocala, FL 34481

Project No.: 20-5254.14
Date of Test: November 18, 2020
Project Name: Twisted Oaks
Area of Test: Subgrade

Test Methods: In Place Compaction Test per ASTM D-6938 Nuclear Method
MAXIMUM DRY DENSITY PER ASTM D-1557 AASHTO T-180 (MODIFIED PROCTOR)

TEST LOCATION		LAB DENSITY lbs/ft³	PERCENT OPTIMUM MOISTURE	DRY DENSITY lbs/ft³	PERCENT FIELD MOISTURE	PERCENT DENSITY
STA 56+00	Lift 1 of 1	114.1	10.2	113.6	7.0	99.6
STA 20+00	Lift 1 of 1	114.7	10.1	114.5	6.5	99.8
STA 39+50	Lift 1 of 1	116.6	10.1	114.9	7.2	98.5
STA 34+50	Lift 1 of 1	116.3	10.3	115.1	6.7	99.0
STA 30+50	Lift 1 of 1	116.9	10.2	116.1	6.9	99.3

Geo-Tech is not responsible for determining thickness of fill soils. Above mentioned tests represent that location only. No other warranties are expressed or implied.
Compaction Requirement = 98%
Lift = 6" Thickness
Field Technician: BM

The above tests were performed and reported in accordance with the referenced specifications.

DAVID ANTHONY CAPPA LICENSED PROFESSIONAL ENGINEER 58334 STATE OF FLORIDA

David A. Cappa, P.E.
Florida Registration No. 58334

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Attachment: Exhibit E-Certified Testing Data (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)

GEO-TECH, Inc.

ENGINEERING CONSULTANTS IN GEOTECHNICAL & ENVIRONMENTAL

Client: Hartman Civil Construction
9200 SW Highway 484
Ocala, FL 34481

Project No.: 19-5254.12
Date of Test: November 18, 2020 (Final)
Project Name: Twisted Oaks
Area of Test: Subgrade

WIDTH & DEPTH DETERMINATIONS

Location	Width		Thickness		
	Actual	Req'd.	Left	Right	Req'd.
Station 6+00	27' 6"	27' 0"	6 ¾"		6"
Station 11+00	25' 4"	25' 0"		7"	6"
Station 16+00	25' 8"	25' 0"	6 ½"		6"
Station 21+00	26' 0"	25' 0"		6 ½"	6"
Station 56+00	25' 6"	25' 0"	6"		6"
Station 40+00	25' 0"	25' 0"		6 ¾"	6"
Station 35+00	26' 0"	25' 0"	6 ½"		6"
Station 30+50	25' 8"	25' 0"		6 ½"	6"

Field Technician: BM

The above tests were performed and reported in accordance with the referenced specifications.

DAVID ANTHONY CAPPA LICENSE No. PE58334 STATE OF FLORIDA PROFESSIONAL ENGINEER

David A. Cappa, P.E.
Florida Registration No. 58334

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Attachment: Exhibit E-Certified Testing Data (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)

GEO-TECH, INC.

November 13, 2020
Project No.:19-5254.12

LIMEROCK BEARING RATIO TEST

Client: Hartman Civil Construction
9200 SW Highway 484
Ocala, FL 34481

Project: Twisted Oaks

Date Tested: November 12, 2020

Material Used For: Subgrade

Test Methods: FM 5-514, FM 5-515,T87,T89,T90, and D1140 or T88 wash only

Limerock Bearing Ratio Test Results
(FM 5-515)

Location:	Station 39+50
Maximum Density (pcf):	116.6
Optimum Moisture (%):	10.1
LBR Value:	52
Sample Description:	Tan Sand with Clay
Sample Date:	November 3, 2020
% Passing No. 4 Screen:	100

Atterberg Limits
(T87, T89 and T90)
LL: N/A
PL: N/A
PI: N/A

Carbonate Content: N/A
(FM 5-514)

No. -200 Sieve Analysis Results
(R58/D421 and D1140 or T88 wash only)
Passing -200 Sieve (%): N/A

The above tests were performed and reported in accordance with the referenced specifications.

DAVID A. CAPPA LIC. NO. PE58334 STATE OF FLORIDA PROFESSIONAL ENGINEER

David A. Cappa, P.E.
Florida Registration No. 58334

DAC/mr

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Attachment: Exhibit E-Certified Testing Data (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)

GEO-TECH, INC.

October 8, 2020
Project No.:19-5254.12

LIMEROCK BEARING RATIO TEST

Client: Hartman Civil Construction
9200 SW Highway 484
Ocala, FL 34481

Project: Twisted Oaks

Date Tested: October 8, 2020

Material Used For: Subgrade

Test Methods: FM 5-514, FM 5-515,T87,T89,T90, and D1140 or T88 wash only

Limerock Bearing Ratio Test Results
(FM 5-515)

Location:	Test Strip for Subgrade
Maximum Density (pcf):	112.1
Optimum Moisture (%):	11.1
LBR Value:	57
Sample Description:	Tan Sand with Clay
Sample Date:	September 29, 2020
% Passing No. 4 Screen:	100

Atterberg Limits
(T87, T89 and T90)
LL: N/A
PL: N/A
PI: N/A

Carbonate Content: N/A
(FM 5-514)

No. -200 Sieve Analysis Results
(R58/D421 and D1140 or T88 wash only)
Passing -200 Sieve (%): N/A

The above tests were performed and reported in accordance with the referenced specifications.

DAVID ANTHONY CAPPA LICENSE No. PE58334 STATE OF FLORIDA PROFESSIONAL ENGINEER

David A. Cappa, P.E.
Florida Registration No. 58334

DAC/mr

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Attachment: Exhibit E-Certified Testing Data (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)

GEO-TECH, INC.

November 13, 2020
Project No.:19-5254.12

LIMEROCK BEARING RATIO TEST

Client: Hartman Civil Construction
9200 SW Highway 484
Ocala, FL 34481

Project: Twisted Oaks

Date Tested: November 12, 2020

Material Used For: Subgrade

Test Methods: FM 5-514, FM 5-515,T87,T89,T90, and D1140 or T88 wash only

Limerock Bearing Ratio Test Results
(FM 5-515)

Location:	Station 36+00
Maximum Density (pcf):	116.3
Optimum Moisture (%):	10.3
LBR Value:	52
Sample Description:	Tan Sand with Clay
Sample Date:	November 3, 2020
% Passing No. 4 Screen:	100

Atterberg Limits
(T87, T89 and T90)
LL: N/A
PL: N/A
PI: N/A

Carbonate Content: N/A
(FM 5-514)

No. -200 Sieve Analysis Results
(R58/D421 and D1140 or T88 wash only)
Passing -200 Sieve (%): N/A

The above tests were performed and reported in accordance with the referenced specifications.

DAVID ANTHONY CAPPA LICENSE NO. PE58334 STATE OF FLORIDA PROFESSIONAL ENGINEER

David A Cappa, P.E.
Florida Registration No. 58334

DAC/mr

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Attachment: Exhibit E-Certified Testing Data (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)

GEO-TECH, INC.

November 13, 2020
Project No.:19-5254.12

LIMEROCK BEARING RATIO TEST

Client: Hartman Civil Construction
9200 SW Highway 484
Ocala, FL 34481

Project: Twisted Oaks

Date Tested: November 12, 2020

Material Used For: Subgrade

Test Methods: FM 5-514, FM 5-515,T87,T89,T90, and D1140 or T88 wash only

Limerock Bearing Ratio Test Results
(FM 5-515)

Location:	Station 33+00
Maximum Density (pcf):	116.9
Optimum Moisture (%):	10.2
LBR Value:	48
Sample Description:	Tan Sand with Clay
Sample Date:	November 3, 2020
% Passing No. 4 Screen:	100

Atterberg Limits
(T87, T89 and T90)
LL: N/A
PL: N/A
PI: N/A

Carbonate Content: N/A
(FM 5-514)

No. -200 Sieve Analysis Results
(R58/D421 and D1140 or T88 wash only)
Passing -200 Sieve (%): N/A

The above tests were performed and reported in accordance with the referenced specifications.

DAVID ANTHONY CAPPARELLA LICENSE No PE58334 STATE OF FLORIDA PROFESSIONAL ENGINEER

David A. Cappa, P.E.
Florida Registration No. 58334

DAC/mr

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Attachment: Exhibit E-Certified Testing Data (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)

GEO-TECH, INC.

ENGINEERING CONSULTANTS • ENVIRONMENTAL • TESTING

October 23, 2020
Project No.:19-5254.12

LIMEROCK BEARING RATIO TEST

Client: Hartman Civil Construction
9200 SW Highway 484
Ocala, FL 34481

Project: Twisted Oaks

Date Tested: October 22, 2020

Material Used For: Subgrade

Test Methods: FM 5-514, FM 5-515,T87,T89,T90, and D1140 or T88 wash only

Limerock Bearing Ratio Test Results
(FM 5-515)

Location:	Station 10+00
Maximum Density (pcf):	113.9
Optimum Moisture (%):	10.1
LBR Value:	47
Sample Description:	Tan Sand with Clay
Sample Date:	October 16, 2020
% Passing No. 4 Screen:	100

Atterberg Limits
(T87, T89 and T90)
LL: N/A
PL: N/A
PI: N/A

Carbonate Content: N/A
(FM 5-514)

No. -200 Sieve Analysis Results
(R58/D421 and D1140 or T88 wash only)
Passing -200 Sieve (%): N/A

The above tests were performed and reported in accordance with the referenced specifications.

DAVID ANTHONY CAPPA LICENSE No PE58334 STATE OF FLORIDA PROFESSIONAL ENGINEER

David A Cappa, P.E.
Florida Registration No. 58334

DAC/mr

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Attachment: Exhibit E-Certified Testing Data (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)

GEO-TECH, INC.

October 23, 2020
Project No.:19-5254.12

LIMEROCK BEARING RATIO TEST

Client: Hartman Civil Construction
9200 SW Highway 484
Ocala, FL 34481

Project: Twisted Oaks

Date Tested: October 22, 2020

Material Used For: Subgrade

Test Methods: FM 5-514, FM 5-515,T87,T89,T90, and D1140 or T88 wash only

Limerock Bearing Ratio Test Results
(FM 5-515)

Location:	Station 56+00
Maximum Density (pcf):	114.1
Optimum Moisture (%):	10.2
LBR Value:	48
Sample Description:	Tan Sand with Clay
Sample Date:	October 16, 2020
% Passing No. 4 Screen:	100

Atterberg Limits
(T87, T89 and T90)
LL: N/A
PL: N/A
PI: N/A

Carbonate Content: N/A
(FM 5-514)

No. -200 Sieve Analysis Results
(R58/D421 and D1140 or T88 wash only)
Passing -200 Sieve (%): N/A

The above tests were performed and reported in accordance with the referenced specifications.

DAVID ANTHONY CAPPA LICENSE No PE58334 STATE OF FLORIDA PROFESSIONAL ENGINEER

David A. Cappa, P.E.
Florida Registration No. 58334

DAC/mr

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Attachment: Exhibit E-Certified Testing Data (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)

GEO-TECH, INC.

October 23, 2020
Project No.:19-5254.12

LIMEROCK BEARING RATIO TEST

Client: Hartman Civil Construction
9200 SW Highway 484
Ocala, FL 34481

Project: Twisted Oaks

Date Tested: October 22, 2020

Material Used For: Subgrade

Test Methods: FM 5-514, FM 5-515,T87,T89,T90, and D1140 or T88 wash only

Limerock Bearing Ratio Test Results
(FM 5-515)

Location:	Station 13+00
Maximum Density (pcf):	115.4
Optimum Moisture (%):	11.0
LBR Value:	54
Sample Description:	Tan Sand with Clay
Sample Date:	October 16, 2020
% Passing No. 4 Screen:	100

Atterberg Limits
(T87, T89 and T90)
LL: N/A
PL: N/A
PI: N/A

Carbonate Content: N/A
(FM 5-514)

No. -200 Sieve Analysis Results
(R58/D421 and D1140 or T88 wash only)
Passing -200 Sieve (%): N/A

The above tests were performed and reported in accordance with the referenced specifications.

DAVID A. CAPPA LICENSE No. PE58334 STATE OF FLORIDA PROFESSIONAL ENGINEER

David A Cappa, P.E.
Florida Registration No. 58334

DAC/mr

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Attachment: Exhibit E-Certified Testing Data (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)

GEO-TECH, INC.

CONSULTANTS

October 23, 2020
Project No.:19-5254.12

LIMEROCK BEARING RATIO TEST

Client: Hartman Civil Construction
9200 SW Highway 484
Ocala, FL 34481

Project: Twisted Oaks

Date Tested: October 22, 2020

Material Used For: Subgrade

Test Methods: FM 5-514, FM 5-515,T87,T89,T90, and D1140 or T88 wash only

Limerock Bearing Ratio Test Results
(FM 5-515)

Location:	Station 16+00
Maximum Density (pcf):	115.1
Optimum Moisture (%):	10.2
LBR Value:	47
Sample Description:	Tan Sand with Clay
Sample Date:	October 16, 2020
% Passing No. 4 Screen:	100

Atterberg Limits
(T87, T89 and T90)
LL: N/A
PL: N/A
PI: N/A

Carbonate Content: N/A
(FM 5-514)

No. -200 Sieve Analysis Results
(R58/D421 and D1140 or T88 wash only)
Passing -200 Sieve (%): N/A

DAVID ANTHONY CAPPA LICENSE NO. PE58334 STATE OF FLORIDA PROFESSIONAL ENGINEER

The above tests were performed and reported in accordance with the referenced specifications.

David A. Cappa, P.E.
Florida Registration No. 58334

DAC/mr

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Attachment: Exhibit E-Certified Testing Data (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)

GEO-TECH, INC.

October 23, 2020
Project No.:19-5254.12

LIMEROCK BEARING RATIO TEST

Client: Hartman Civil Construction
9200 SW Highway 484
Ocala, FL 34481

Project: Twisted Oaks

Date Tested: October 22, 2020

Material Used For: Subgrade

Test Methods: FM 5-514, FM 5-515,T87,T89,T90, and D1140 or T88 wash only

Limerock Bearing Ratio Test Results
(FM 5-515)

Location:	Station 7+00
Maximum Density (pcf):	114.7
Optimum Moisture (%):	10.2
LBR Value:	55
Sample Description:	Tan Sand with Clay
Sample Date:	October 16, 2020
% Passing No. 4 Screen:	100

Atterberg Limits
(T87, T89 and T90)
LL: N/A
PL: N/A
PI: N/A

Carbonate Content: N/A
(FM 5-514)

No. -200 Sieve Analysis Results
(R58/D421 and D1140 or T88 wash only)
Passing -200 Sieve (%): N/A

The above tests were performed and reported in accordance with the referenced specifications.

DAVID ANTHONY CAPPA — STATE OF FLORIDA — No PE58334 — PROFESSIONAL ENGINEER

David A Cappa, P.E.
Florida Registration No. 58334

DAC/mr

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Attachment: Exhibit E-Certified Testing Data (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)

GEO-TECH, INC.

ENGINEERING CONSULTANTS

REPORT OF SOIL DENSITY BY NUCLEAR METHODS

Client: Hartman Civil Construction
9200 SW Highway 484
Ocala, FL 34481

Project No.: 19-5254.12
Date of Test: December 10, 2020 (Final)
Project Name: Twisted Oaks
Area of Test: Limerock

Test Methods: In Place Compaction Test per ASTM D-6938 Nuclear Method
MAXIMUM DRY DENSITY PER ASTM D-1557 AASHTO T-180 (MODIFIED PROCTOR)

TEST LOCATION		LAB DENSITY lbs/ft³	PERCENT OPTIMUM MOISTURE	DRY DENSITY lbs/ft³	PERCENT FIELD MOISTURE	PERCENT DENSITY
Station 6+00	Lift 1 of 1	121.0	11.3	120.3	10.8	99.4
Station 11+00	Lift 1 of 1	121.0	11.3	120.6	10.1	99.7
Station 16+00	Lift 1 of 1	121.0	11.3	120.9	9.7	99.9
Station 56+00	Lift 1 of 1	121.0	11.3	121.5	10.5	100.4
Station 21+00	Lift 1 of 1	121.0	11.3	120.4	9.9	99.5
Station 40+00	Lift 1 of 1	121.0	11.3	119.2	10.3	98.5
Station 35+00	Lift 1 of 1	121.0	11.3	119.5	11.0	98.8
Station 30+00	Lift 1 of 1	121.0	11.3	120.5	11.2	99.6

Geo-Tech is not responsible for determining thickness of fill soils. Above mentioned tests represent that location only. No other warranties are expressed or implied.
Compaction Requirement = 98%
Lift = 6" Thickness
Field Technician: BM

The above tests were performed and reported in accordance with the referenced specifications.

DAVID ANTHONY CARR LICENSE No. PE59824 STATE OF FLORIDA PROFESSIONAL ENGINEER

12/14/20

David A. Carr, P.E.
Florida Registration No. 59824

ds

Do not copy or reproduce without consent from Geo-Tech, Inc.

Attachment: Exhibit E-Certified Testing Data (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)

GEO-TECH, INC

January 11, 2021
Project No.: 19-5254.12

Hartman Civil Construction
9200 SW Highway 484
Ocala, FL 34481

Project: Twisted Oaks
Materials Testing Services

As requested, Geo-Technologies, Inc. (Geo-Tech) has been providing materials testing services for the subject project. Attached is one (1) asphalt test result including extraction and gradation. Testing was performed in accordance to the applicable test methods listed on the attached sheet.

Geo-Tech trusts this report is sufficient to meet your immediate needs. Should you have any questions concerning this report or if we may be of further assistance, please do not hesitate to contact the undersigned.

Sincerely,

David A. Cappa, P.E.
Florida Registration No. 58334

DAC/jm

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Attachment: Exhibit E-Certified Testing Data (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)

GEO-TECH, INC.

ENGINEERING CONSULTANTS IN GEOTECHNICAL • ENVIRONMENTAL •

Client: Hartman Civil Construction
9200 SW Highway 484
Ocala, FL 34481

Project No.: 19-5254.12
Date of Test: December 10, 2020
Project Name: Twisted Oaks
Area of Test: Limerock

WIDTH & DEPTH DETERMINATIONS

Location	Width		Thickness		
	Actual	Req'd.	Left	Right	Req'd.
Station 40+00	20' 3"	20' 0"	6 ¼"		6"
Station 35+00	20' 1"	20' 0"		6"	6"
Station 30+00	20' 6"	20' 0"	6 ½"		6"
Station 21+00	20' 2"	20' 0"		6"	6"
Station 56+00	20' 3"	20' 0"	6"		6"
Station 16+00	20' 1"	20' 0"		6 ¼"	6"
Station 6+00	22' 0"	22' 0"	6 ¾"		6"
Station 11+00	20' 3"	20' 0"		6"	6"

Field Technician: BM

The above tests were performed and reported in accordance with the referenced specifications.

DAVID ANTHONY CAPPA LICENSE NO PE58334 STATE OF FLORIDA PROFESSIONAL ENGINEER

David A. Cappa, P.E.
Florida Registration No. 58334

ds

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Attachment: Exhibit E-Certified Testing Data (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)

GEO-TECH, INC.

GEOTECHNICAL

November 20, 2020
Project No.:19-5254.12

LIMEROCK BEARING RATIO TEST

Client: Hartman Civil Construction
9200 SW Highway 484
Ocala, FL 34481

Project: Twisted Oaks

Date Tested: November 16, 2020

Material Used For: Limerock

Test Methods: FM 5-514, FM 5-515,T87,T89,T90, and D1140 or T88 wash only

Limerock Bearing Ratio Test Results
(FM 5-515)

Location:	Stockpile
Maximum Density (pcf):	121.0
Optimum Moisture (%):	11.3
LBR Value:	120
Sample Description:	Limerock
Sample Date:	November 11, 2020
% Passing No. 4 Screen:	55

Atterberg Limits
(T87, T89 and T90)
LL: N/A
PL: N/A
PI: N/A

Carbonate Content: N/A
(FM 5-514)

No. -200 Sieve Analysis Results
(R58/D421 and D1140 or T88 wash only)
Passing -200 Sieve (%): N/A

The above tests were performed and reported in accordance with the referenced specifications.

DAVID ANTHONY CAPPA
LICENSE
No. 73334
STATE OF FLORIDA
PROFESSIONAL ENGINEER

11/24/21

David A Cappa, P.E.
Florida Registration No. 73334

DAC/mr

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Attachment: Exhibit E-Certified Testing Data (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)

GEO-TECH, INC.

ENGINEERING GEOTECHNICAL

ASPHALT TEST REPORT

Client:	Hartman Civil Construction
Project:	Twisted Oaks
Project No.:	19-5254.12
Asphalt Sample Location:	Truck OT-08
Asphalt Type:	SP-9.5
Test Performed:	Asphalt Content and Gradation
Test Methods:	D6307 / T308 and D5444 / T30
Date Sampled:	December 21, 2020

Gradation Results
(D5444 / T30)

Sieve #	% Retained	% Passing	Control Points	Restricted Zone
3/4	--	100	100	
1/2	--	100	100	
3/8	--	100	90 – 100	
No. 4	23	77	- 90	
No. 8	42	58	32 – 67	47.2 – 47.2
No. 16	56	44		31.6 – 37.6
No. 30	65	35		23.5 – 27.5
No. 50	71	29		
No. 100	86	14		
No. 200	94	6	2 – 10	
No. -200	--	--		

% Asphalt Content (D6307/T308): 5.23

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Attachment: Exhibit E-Certified Testing Data (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)

GEO-TECH, INC.

Client: Hartman Civil Construction
9200 SW Highway 484
Ocala, FL 34481

Project No.: 19-5254.12
Date of Test: December 24, 2020
Project Name: Twisted Oaks
Area of Test: Asphalt

WIDTH & DEPTH DETERMINATIONS

Location	Width		Thickness		
	Actual	Req'd.	Left	Right	Req'd.
Station 6+00	22' 2"	22' 0"		1 ¼"	1"
Station 11+00	20' 5"	20' 0"	1 1/8 "		1"
Station 16+00	20' 2"	20' 0"		1 1/8 "	1"
Station 56+00	20' 0"	20' 0"	1 "		1"
Station 40+00	20' 2"	20' 0"	1 "		1"
Station 35+00	20' 4"	20' 0"		1 ½ "	1"
Station 30+50	20' 3"	20' 0"	1 1/8 "		1"

Field Technician: BM/DW

The above tests were performed and reported in accordance with the referenced specifications.

DAVID ANTHONY CAPPA LICENSE NO PE58334 STATE OF FLORIDA PROFESSIONAL ENGINEER

David A. Cappa, P.E.
Florida Registration No. 58334

jj

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Attachment: Exhibit E-Certified Testing Data (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)

GEO-TECH, INC.

ENGINEERING CONSULTANTS IN GEOTECHNICAL • ENVIRONMENTAL • CONSTRUCTION MATERIALS TESTING

PARTICLE SIZE DISTRIBUTION

CLIENT: Hartman Civil Construction
9200 SW Highway 484
Ocala, FL 34481

PROJECT NAME: Twisted Oaks B

SAMPLE DESCRIPTION: Orange Clay with Sand

SAMPLE LOCATION: Building Pads 139-142

PROJECT NO.: 20-5254.14

DATE TESTED: October 7, 2020

DATE SAMPLED: September 28, 2020

SAMPLED BY: BM

SAMPLE NO.: NA

LAB TECH: KJ

SIEVE SIZE	PERCENT FINER
¾	–
½	–
⅜	–
#4	–
#10	–
#40	98.8
#60	75.4
#100	62.1
#200	40.8

ATTERBERG LIMITS
PL = 21
LL = 39
PI = 18

CLASSIFICATION
USCS = SC
AASHTO = A-6

-200 SIEVE =40.8

DAVID ANTHONY CAPPA LICENSE No. 58334 STATE OF FLORIDA PROFESSIONAL ENGINEER

David A. Cappa, P.E.
Florida Registration No. 58334

DAC/mr

Do not copy or reproduce without consent from Geo-Tech, Inc.

Attachment: Exhibit E-Certified Testing Data (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)

Crystal River Quarries, Inc.

Producers of High Grade Red Level Dolomite & Hi-Calcium Lime & Rock Products

P.O. Box 216
Crystal River, FL 23323-0216

Telephones:
Office: (352) 795-2409
(352) 795-2828
Fax: (352) 795-6499

RECEIVED
FEB -1 2021
PLT-18-15
Citrus County Engineering

January 29, 2021

Hartman Civil Construction Company, Inc.
9200 SW 484
Ocala, FL 34481

Dear Mr. Hartman,

My Company's Lecanto Mine is an approved source of limerock material meeting the Florida Department of transportation standards for Road Base Materials.

Our state mine number is 02-018.

Please contact me if you need any additional information.

Very truly yours,

Frank J. Colitz
President.

FJC/rfs

Attachment: Exhibit E-Certified Testing Data (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)

CENTRAL MATERIALS COMPANY, Inc.

P.O. Box 216
Crystal River, Florida 34423-0216

Office: (352) 795-2409
(352) 795-2828
Fax: (352) 795-6499

RECEIVED
FEB -1 2021
PLT-18-15
Citrus County Engineering

January 29, 2021

Hartman Civil Construction Company, Inc.
9200 SW 484
Ocala, FL 34481

Dear Mr. Hartman,

My Company's Lecanto Asphalt plant is an approved source for asphalt material by the Florida Department of Transportation (FDOT). Our plant number assigned by the department of transportation is A0773.

The mix designs are also approved by the FDOT and will be supplied by request.

Please call me if you have any questions.

Very truly yours,

Frank J. Colitz
President.

FJC/rfs

Attachment: Exhibit E-Certified Testing Data (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)

Exhibit "F"

Listing of Improvements and construction costs certified by the Project Engineer

Attachment: Exhibit F-Cost Estimate (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)

ENGINEER'S ESTIMATE OF PROBABLE CONSTRUCTION COST FOR MAINTENANCE BOND FOR FAIRWAYS AT TWISTED OAKS PHASE ONE

RECEIVED
DEC - 7 2020
PLT-18-15
Citrus County Engineeri

LOCATION: Beverly Hills, Citrus County
PROJECT # : 18-21
PREPARED BY: KLW

DATE: October 7, 2020
REVISED: November 25, 2020

	ITEM	QUANTITY	UNIT PRICE	Extension
1.00	**ROADWAY AND SITE WORK**			
1.01	CLEARING & GRUBBING	4.36 AC	$2,500.00 /AC	$10,900.00
1.02	EARTHWORK	1 LS	$40,497.40 /LS	$40,497.40
1.03	ROUGH GRADING	106,500 SY	$0.35 /SY	$37,275.00
1.04	STABILIZED SUBGRADE	13,246 SY	$2.50 /SY	$33,115.00
1.05	LIMEROCK	11,458 SY	$8.50 /SY	$97,393.00
1.06	PRIME,TACK,SAND,& SEAL	11,458 SY	$0.50 /SY	$5,729.00
1.07	ASPHALT PAVING	10,625 SY	$9.00 /SY	$95,625.00
1.08	FINISH GRADING	21,250 SY	$0.35 /SY	$7,437.50
1.09	MIAMI CURB	5,165 LF	$11.00 /LF	$56,815.00
1.10	HEADER CURB	303 LF	$12.00 /LF	$3,636.00
1.11	TYPE "F" CURB	1,929 LF	$20.00 /LF	$38,580.00
1.12	VALLEY GUTTER	72 LF	$24.00 /LF	$1,728.00
1.13	STREET SIGNS (STOP, ETC.)	32 EA	$300.00 /EA	$9,600.00
1.14	STOP BAR	7 EA	$150.00 /EA	$1,050.00
1.15	ROADWAY & DRA SOD	14,700 SY	$2.25 /SY	$33,075.00
1.16	ROADWAY SEED & MULCH	8,550 SY	$0.25 /SY	$2,137.50
			TOTAL	$474,593.40

Attachment: Exhibit F-Cost Estimate (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)

ENGINEER'S ESTIMATE OF
PROBABLE CONSTRUCTION COST FOR MAINTENANCE BOND
FOR
FAIRWAYS AT TWISTED OAKS

PHASE ONE

LOCATION: Beverly Hills, Citrus County
PROJECT #: 18-21
PREPARED BY: KLW

DATE: October 7, 2020
REVISED: November 25, 2020

	ITEM	QUANTITY	UNIT PRICE	Extension
2.00	**DRAINAGE**			
2.01	15" ACCMP	680 LF	30.00 /LF	$20,400.00
2.02	18" ACCMP	1065 LF	34.00 /LF	$36,210.00
2.03	24" ACCMP	920 LF	38.00 /LF	$34,960.00
2.04	30" ACCMP	551 LF	46.00 /LF	$25,367.16
2.05	36" ACCMP	633 LF	58.00 /LF	$36,714.00
2.06	15" MITERED END	1 EA	900.00 /EA	$900.00
2.07	18" MITERED END	3 EA	1,100.00 /EA	$3,300.00
2.08	24" MITERED END	2 EA	1,500.00 /EA	$3,000.00
2.09	36" MITERED END W/ FDOT U-TYPE ENI	1 EA	4,500.00 /EA	$4,500.00
2.10	FDOT TYPE "5" INLET	7 EA	3,500.00 /EA	$24,500.00
2.11	FDOT TYPE "V" INLET W/ 'J' BOTTOM	3 EA	3,000.00 /EA	$9,000.00
2.12	FDOT TYPE "V" INLET	20 EA	2,400.00 /EA	$48,000.00
2.13	FDOT TYPE "E" INLET	4 EA	3,000.00 /EA	$12,000.00
2.14	FDOT STM MANHOLE	2 EA	2,400.00 /EA	$4,800.00
2.15	CONCRETE WEIR	3 EA	7,500.00 /EA	$22,500.00
2.16	EARTHWORK (SWALE, DRAs)	1 LS	105,000.00 /LS	$105,000.00
			TOTAL	$391,151.16

Attachment: Exhibit F-Cost Estimate (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)

ENGINEER'S ESTIMATE OF
PROBABLE CONSTRUCTION COST FOR MAINTENANCE BOND
FOR
FAIRWAYS AT TWISTED OAKS

LOCATION: Beverly Hills, Citrus County
PROJECT # : 18-21 DATE: October 7, 2020
PREPARED BY KLW REVISED: November 25, 2020
PHASE ONE

	ITEM	QUANTITY	UNIT PRICE	Extension
6.00	**MISCELLANEOUS**			
6.01	CONSTRUCTION STAKEOUT	1 LS	$17,500.00 LS	$17,500.00
6.02	CERTIFIED ASBUILTS	1 LS	$3,250.00 LS	$3,250.00
6.03	MOBILIZATION	1 LS	$6,250.00 LS	$6,250.00
6.04	CHANGE ORDERS	1 LS	$5,780.00 LS	$5,780.00
	SUBTOTAL			$32,780.00
	ESTIMATED GRAND TOTA			**$898,524.56**
	15% MAINTENANCE BOND AMOUNT			**$134,778.68**

I hereby certify that I have calculated the estimated quantities of all required subdivision improvements and compared that estimate to the actual construction agreement.

BY: _____
Troy E. Burrell Jr., P.E.
Registered Florida Engineer #36044
DATE: 11/27/20

TROY E. BURRELL JR. * PROFESSIONAL ENGINEER * No. 36044 * STATE OF FLORIDA

Attachment: Exhibit F-Cost Estimate (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)

Exhibit "G"

Copy of Interim Maintenance Security Agreement with associated Security Instrument

Attachment: Exhibit-G Surety (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)

FLORIDA SURETY BONDS, INC.

620 N. Wymore Road, Suite 200
Maitland, FL 32751
407-786-7770
Fax 407-786-7766

888-786-BOND (2663)
Fax 888-718-BOND (2663)

www. FloridaSuretyBonds.com

February 16, 2021

Citrus County, Florida
3600 W. Sovereign Path, Ste. 266
Lecanto, FL 34461

RE: AUTHORITY TO DATE BONDS AND POWERS OF ATTORNEY
Principal: Twisted Oaks Properties, LLC
Bond No: SEHNSU 0765063
Project: Maintenance Bond (42 Months) - The Fairways at Twisted Oaks, Phase 1

Dear Sir or Madam:

Please be advised that as Surety on the above referenced bond, executed on your behalf for this project, we hereby authorize you to insert the execution date of the three-year maintenance agreement onto the bonds and powers of attorney.

Once dated, please email to lisa@floridasuretybonds.com
or fax a copy of the bonds to our office at (407) 786-7766.

Sincerely,
Harco National Insurance Company

Susan L. Reich
Attorney-In-Fact
& Florida Licensed Resident Agent

Attachment: Exhibit-G Surety (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)

IFIC Surety

HARCO NATIONAL INSURANCE COMPANY

Bond No. SEHNSU 0765063
Premium $ 7,062.00---

SUBDIVISION MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Twisted Oaks Properties, LLC as Principal, and Harco National Insurance Company a corporation duly organized and by the virtue of the laws of the State of Illinois and authorized to become sole surety on bonds in the State of Florida , as Surety, are held and firmly bound unto the Citrus County, Florida , hereinafter called the Obligee, in the just and penal sum of One Hundred Thirty-Four Thousand Seven Hundred Seventy-* Dollars ($ 134,778.68---), lawful money of the United States of America, to be the payment of which well and truly to be made the Principal binds itself, its successors and assigns, and the Surety binds itself, its successors and assigns, jointly and severally, firmly by these presents.

*Eight and 68/100

WHEREAS, the said Principal hereby guarantees against defective workmanship and material for the following improvements:

Roadway & Site Work, Drainage, Miscellaneous - The Fairways at Twisted Oaks Phase 1, Project #18-21
Beverly Hills, Citrus County, FL

PROVIDED, HOWEVER, that this bond is subject to the following conditions and provisions:

1. This bond is for the term of 42 months year(s) from the date of acceptance of the work by the Obligee to expire .

2. In the event of default by the Principal in the performance of the maintenance during the term of this bond, the Surety shall be liable only for cost of maintenance up to the termination of the term of this bond.

3. No claim, action, suit or proceeding, except as hereinafter set forth, shall be had or maintained against the Surety on this instrument unless same be brought or instituted and process served upon the Surety after the expiration date of the bond.

Signed and sealed this 22 day of February , 2024 .

Twisted Oaks Properties, LLC
Principal
By:

Harco National Insurance Company
By: Susan L. Reich
Susan L. Reich / Attorney-in-Fact &
FL Licensed Resident Agent, Inquiries (407) 786-7770

Attachment: Exhibit-G Surety (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)

POWER OF ATTORNEY

Bond # SEHNSU 0765063

HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

CHERYL FOLEY, ROBERT P. O'LINN, SARAH K. O'LINN, KIM E. NIV, TERESA L. DURHAM, SUSAN L. REICH, GLORIA A. RICHARDS, JEFFREY W. REICH

Maitland, FL

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2018

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1984 ILLINOIS

Kenneth Chapman
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2018 , before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

SHIRELLE A. OUTLEY My Comm. Exp. 04-04-2023 NOTARY PUBLIC No. 50079910 NEW JERSEY

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day,

A00278

SEAL 1924 ILLINOIS

Irene Martins, Assistant Secretary

Attachment: Exhibit-G Surety (12561 : PLT-18-15 Fairways at Twisted Oaks Phase One)

AGENDA MEMORANDUM

FROM:	Randall Olney, Public Works Director
SUBJECT:	The New Church Without Walls International, Inc. Lease Agreement – Gospel Island Fire Station #6
AGENDA DATE:	**March 09, 2021**

BRIEF OVERVIEW:

Attached to the subject agenda item is a Lease Agreement between Citrus County, Florida, a political subdivision of the State of Florida and The New Church Without Walls International, Inc., a Florida Not For Profit Corporation to lease the Gospel Island Fire Station #6 9837 E. Gulf to Lake Hwy., Inverness, Florida 34450 with the exception of Bay #2 for the purpose of storing and distributing food for those in need for a period of one (1) calendar year beginning April 9, 2021 through April 8, 2022 at a rate of $1.00 per year.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
001-362500	Rents Non Profit	N/A	N/A	N/A	N/A

Reserve $1.00

RECOMMENDED ACTION:

a. Discussion and consideration of a request from The New Church Without Walls International, Inc., a Florida Not For Profit Corporation, to lease of Gospel Island Fire Station #6 with the exception of Bay #2, for the purpose of storing and distributing food for those in need.

b. Approve and authorize the Chairman to execute the Lease Agreement for a period of one (1) calendar year beginning April 9, 2021 through April 8, 2022 at a rate of a $1.00 per year.

Attachment: 3 Supporting Docs - The New Church Without Walls Int Inc. Lease Agreement 2021-22 (12527 : The New Church Without Walls

LEASE AGREEMENT

THE NEW CHURCH WITHOUT WALLS INTERNATIONAL, INC., a Florida Not for Profit Corporation

THIS LEASE AGREEMENT, made and entered into on the ____ day of _____, 2021, by and between **CITRUS COUNTY, FLORIDA** (hereinafter referred to as "COUNTY" or "LESSOR"), and **THE NEW CHURCH WITHOUT WALLS INTERNATIONAL, INC., a Florida Not for Profit Corporation** (hereinafter referred to as "LESSEE"), is for the purpose of establishing each Party's rights and obligations concerning the lease of The Gospel Island Fire Station #6, with the exception of Bay #2, located at 9837 E. Gulf to Lake Hwy., Inverness Florida 34450.

RECITALS:

WHEREAS, COUNTY is the owner of the real property known as the Gospel Island Fire Station #6 located at 9837 E. Gulf to Lake Hwy., Florida; and

WHEREAS, LESSEE is a Florida Not for Profit Corporation that provides services to the community that are considered by the Citrus County Board of County Commissioners to be in the nature of public services; and

WHEREAS, on April 9, 2019 the Board of County Commissioners of Citrus County, Florida adopted Resolution No. 2019-024 authorizing the lease of the Fire Station, with the exception of Bay #2, to LESSEE for a period of one year, renewable for two additional one-year terms; and

WHEREAS, on June 8, 2020 the parties renewed the Lease of the property for the first one-year renewal term; and

WHEREAS, LESSEE desires to renew its Lease of the property (hereinafter referred to as the "PREMISES") for the second one-year renewal period.

NOW THEREFORE, in exchange for the consideration of the mutual promises, covenants, and conditions contained herein below, the adequacy and sufficiency of which consideration is hereby acknowledged, the parties agree to be legally bound as follows:

I. Recitals. The above recitals are true and correct and are incorporated herein by reference as though fully set forth herein.

II. Term of Lease. The effective period of this Lease Agreement shall be for the period of one (1) year beginning on the 9th day April 2021, and ending on the 8th day of April 2022.

III. Possessory Interest. LESSEE shall have the right of possession, occupation, and control, of Gospel Island Fire Station #6 comprised of Four Thousand One Hundred

square feet (4,100) except that portion known as Bay #2 which consists of approximately Seven Hundred (700) square feet, that will be used by Fire Services to house the Fire Safety House.

IV. Rent. The yearly rent for the PREMISES, shall be at a rate of One Dollar ($1.00) per year. The rent shall be due and payable upon execution of this Lease Agreement. Rental payments shall be made to the Citrus County Board of County Commissioners, and forwarded to the Citrus County Board of County Commissioners, Attn: Cashier-Leases, 3600 W. Sovereign Path, Suite 127, Lecanto, FL 34461.

V. Utilities. LESSEE shall arrange for utilities on premises for the term of the Lease, including but not limited to, facilitate turning on/off all electricity, sewer and water service. LESSEE shall arrange and pay for telephone service in its own name and account, if such service is desired. In the event that the utilities are not billed directly to LESSEE and are paid by LESSOR, LESSEE shall reimburse LESSOR all monies paid for the utilities within ten days after receipt of any invoice from LESSOR.

VI. Assignment, Let & Sublet. LESSEE shall not assign this lease or any portion hereof.

VII. Fixtures, Alterations & Modifications of PREMISES. LESSEE shall not make any alteration or addition to the PREMISES without the written consent of LESSOR. LESSEE shall not add or modify any permanent fixtures without the written consent of LESSOR. In the event that any such fixtures should be allowed, such shall remain the property of LESSOR at the expiration or termination of this Lease Agreement.

VIII. Risk of Loss. LESSOR shall assume the risk of loss of the PREMISES, unless caused by negligence of LESSEE. LESSEE shall assume all risk of loss of all fixtures and personal property located at the above-referenced PREMISES at the time of loss. LESSOR shall not be liable for any damage to movable fixtures or any personal property of LESSEE, occupant, or other third party from any catastrophic loss, act of negligence of LESSEE, any co-tenant, occupants, other third party upon the PREMISES, or of any other person or cause whomsoever or whatsoever.

IX. Compliance with Laws and Regulations. LESSEE shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and County government and of any and all government departments and bureaus applicable to said PREMISES, including but not limited to the prevention and abatement of nuisances upon or connected with use of the PREMISES.

X. Damage to Premise and Contents. In the event of a partial destruction of the PREMISES during the term hereof, except that destruction that has been caused by the negligent or intentional acts of LESSEE, LESSOR shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this Lease. If such repairs cannot be made within sixty (60) days, LESSOR, at its option,

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may make the same within a reasonable time. In the event that LESSOR shall not elect to make repairs, which cannot be made within sixty (60) days, this Lease Agreement may be terminated at the option of either party. In the event that the building in which the demised PREMISES may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, LESSOR may elect to terminate this Lease Agreement whether the demised PREMISES be injured or not. A total destruction of the building in which the PREMISES may be situated shall terminate this Lease Agreement.

XI. Abandonment, Re-entry, and Acceleration of Rents. If LESSEE shall abandon or vacate said PREMISES before the end of the term of this Lease Agreement, LESSOR may, at its option, forthwith cancel this Lease Agreement and may re-enter and take lawful possession and control of said PREMISES, by force or otherwise, without being liable in any way therefore.

XII. Maintenance and Repairs. LESSEE, at its sole cost and expense, shall maintain the interior of PREMISES and provide janitorial services to the PREMISES. LESSEE shall maintain the exterior and grounds of the PREMISES.

LESSEE agrees to keep the interior of the PREMISES in good order and repair and in compliance with all applicable codes, laws and rules adopted by governmental agencies having jurisdiction. LESSEE agrees to routinely inspect PREMISES and notify LESSOR of any repair or maintenance issues requiring LESSOR'S action.

LESSEE agrees to service and maintain heating and air conditioning equipment. Major repairs to the building and or property not caused by LESSEE will be the responsibility of LESSOR. The definition of the terms "major" and "minor" repair shall be determined by LESSOR in its sole discretion.

LESSEE may elect, on a case by case basis to request that LESSOR provide repairs that LESSEE is responsible for, in this event LESSEE would pay a negotiated fee for this service reflective of LESSOR's cost.

XIII. Inspections. LESSOR, or any of its officers, employees or agents, shall have the right but not the responsibility to enter said PREMISES during all reasonable hours, and upon notice to LESSEE, to examine the PREMISES for the purpose of determining upkeep, damage, waste, removal of illegal or unauthorized materials and enforcement of any statute, ordinance, regulation, or rule over which LESSOR has enforcement powers. LESSOR, or any of its officers, employees or agents, shall have the right to enter said PREMISES at any time for the purpose of preventing damage to the PREMISES or the commission of waste thereupon. LESSOR, or any of its officers, employees or agents, shall have the right but not the obligation to enter such PREMISES.

XIV. Acceptance and Waiver of Condition of PREMISES. LESSEE has inspected PREMISES and hereby accepts the leased area in the condition it is in at the beginning of this Lease Agreement. LESSEE agrees to maintain the PREMISES in a physical condition that renders it sufficient for occupation. LESSOR makes no representations

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regarding the condition of the PREMISES in any respect whatsoever.

XV. Liability for Damage or Injury. It is expressly agreed upon and understood by and between the parties to this Agreement, that LESSOR shall not be liable for any damage or injury which may be sustained by LESSEE or any other person, or for any other damage or injury resulting from the carelessness, negligence, or improper conduct on the part of LESSEE, its officers, employees, or agents, or any other occupants or third parties.

XVI. Records. LESSEE will keep and maintain public records required by LESSOR to perform the service. Upon request from LESSOR's custodian of public records, LESSEE will provide LESSOR with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed the cost provided in Chapter 119, Florida Statues, or as otherwise provided by law.

LESSEE will ensure that the 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 the Agreement and following completion of the Agreement if LESSEE does not transfer the records to LESSOR. Upon completion of the Agreement, LESSEE will transfer, at no cost, to LESSOR all public records in possession of LESSEE or keep and maintain public records required by LESSOR to perform the service. If LESSEE transfers all public records to LESSOR upon completion of the Agreement, LESSEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If LESSEE keeps and maintains public records upon completion of the Agreement, LESSEE shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to LESSOR, upon request from LESSOR'S custodian of public records, in a format that is compatible with the information technology system of LESSOR. If LESSEE does not comply with LESSOR's request for public records, LESSOR shall enforce the contract provisions in accordance with the contract.

IF LESSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LESSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT NANCY COLOGNA, CUSTODIAN OF PUBLIC RECORDS, AT 3600 W. SOVEREIGN PATH, LECANTO, FL 34461; PHONE: 352-527-5235; EMAIL: NANCY.COLOGNA@CITRUSBOCC.COM

XVII. Indemnification. LESSEE shall indemnify, save and hold harmless LESSOR and all its officers, agents or employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any nature whatsoever, including defense costs and fees, caused by intentional or negligent act of, or omission of, LESSEE, its subcontractors, agents or employees or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature

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whatsoever resulting from injuries or damages sustained by any person or property. Neither LESSEE nor any of its agents will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of LESSOR or any of its officers, agents or employees. In the event any lawsuit or other proceeding is brought against LESSOR by reason of any such claim, cause of action or demand, LESSEE shall, upon written notice from LESSOR, resist and defend such lawsuit or proceeding by counsel satisfactory to LESSOR or, at LESSOR's option, pay for an attorney selected by LESSOR to defend LESSOR. This indemnification includes attorney's fees and all costs of litigation including appellate attorney's fees and costs as well as any judgments. The Parties agree that this clause shall not waive the benefits or provisions of section 768.28, Florida Statutes, or any similar provision of law. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by LESSOR, any sums due LESSEE under this Lease Agreement may be retained by LESSOR until all of LESSOR's claims for indemnification pursuant to this Lease Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by LESSOR.

XVIII. Breach of Contract & Cure. The Party alleging breach of this Lease Agreement shall serve upon the other Party written notice indicating the provision of this Lease that is being violated. The Party in breach shall have twenty (20) days upon such notice within which to remedy or cure the breach. If the cure cannot be affected within the time period allowed, the non-breaching Party may terminate this Lease Agreement immediately upon written notice of termination. The uncured breach of any material provision of this Lease Agreement shall be considered a default, entitling the non-breeching party to any remedy available at law or in equity. The failure of a party to provide notice of any breach of this Lease Agreement in any one instance shall not constitute a waiver of any subsequent breach of the same or other provision of this Lease Agreement in any other instance.

XIX. Insolvency/Bankruptcy. If LESSEE shall become insolvent or if bankruptcy proceedings shall be initiated by or against LESSEE before the term of this Agreement expires, LESSOR may, at its sole option, elect to accept such satisfaction from LESSEE, its receiver, trustee, or other judicial officer and cancel this Agreement, or LESSOR may pursue its legal and equitable rights against LESSEE. In no instance shall LESSEE or its receiver, trustee, or other judicial officer ever have any right, title, or interest in or to the above described PREMISES by virtue of this Lease Agreement.

XX. Parties. This Lease Agreement shall be binding upon LESSOR, and LESSEE and its officers, directors, agent, legal representatives, heirs, successors in interest and assignees, except as stated above.

XXI. Notice. It is understood and agreed between the Parties hereto that written notice mailed by First Class U.S. Mail or hand delivered by LESSEE to the County Administrator at 3600 West Sovereign Path, Suite 267, Lecanto, Florida 34461, shall constitute sufficient notice to LESSOR under this Agreement, and written notice mailed

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by First Class U.S. Mail or hand delivered by LESSOR to The New Churches Without Walls International, Inc., 300 S. Kensington Ave., Lecanto Florida 34461 shall constitute sufficient notice to LESSEE under this agreement.

XXII. Cumulative Rights. The rights of LESSOR under the foregoing shall be cumulative, and failure on the part of LESSOR to exercise promptly any rights given hereunder shall not operate to forfeit any of the said rights.

XXIII. Insurance. Insurance requirements will be as specified in Exhibit "A" attached hereto and made part hereof. Current Certificates of Insurance will be provided to the LEESOR annually, and non-compliance shall be a basis for termination of this Agreement

XXIV. Authorized Activities. LESSOR agrees that LESSEE may use the PREMISES for the purpose of storing and distributing food for those in need.

XXV. Identity of Interest. The execution of this Lease Agreement or the performance of any of the terms hereof shall not be deemed or construed in any way to have the effect of creating, between LESSOR and LESSEE, the relationship of principal and agent or of a partnership, joint venture, or other relationship between the parties hereto other than solely that of LESSOR and LESSEE. This Lease Agreement shall not be construed to create in LESSEE any right of ownership, possession, or control of the PREMISES other than as expressly set forth herein. Further, this Lease Agreement shall not be construed to be a waiver of sovereign immunity. This Lease Agreement shall also not be construed to create any right bestowed upon any third parties.

XXVI. Non-Discrimination. Both Parties to this Lease Agreement agree not to discriminate against any person on the basis of race, religion, national origin, age, sex, creed, handicap or marital status, sexual orientation, gender identity or expression or veteran's status in the use of the PREMISES pursuant to this Lease Agreement.

XXVII. Termination. This Lease Agreement may be terminated by either Party hereto with or without cause upon sixty (60) days written notice tendered to the other Party of the intent to terminate this Agreement. In the event the property is not used, or ceases to be used, for the purpose set forth herein, the lease term shall immediately cease and LESSOR shall have the right to reenter the property.

XXVIII. Amendments. No amendment or modification of this Lease Agreement, or any part hereof, shall be valid or effective unless in writing and signed by all Parties hereto. No waiver of any term, condition, provision, or breech of this Lease Agreement shall be effective unless in writing, signed by the Party to be charged.

XXIX. Integration. This Lease Agreement constitutes the entire agreement between the Parties hereto. All prior written or oral agreements, representations, or understandings between the Parties on the same subject matter are of no force or effect whatsoever.

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XXX. Governing Law & Venue. This Lease Agreement and the rights and responsibilities of the Parties hereunder shall be governed by and construed in accordance with the laws of the State of Florida. The venue of any litigation arising under any provision of this Lease Agreement shall be the appropriate State court in Citrus County, Florida, and any appellate court having jurisdiction.

IN WITNESS WHEREOF, the Parties hereto have executed this Lease Agreement for the purpose herein expressed the day and year above written:

LESSEE:

THE NEW CHURCH WITHOUT WALLS INTERNATIONAL INC., A FLORIDA NOT FOR PROFIT CORPORATION
BY: _____
Douglas Alexander Sr., President

_____
Witness
LEON THOMAS
Printed Name

_____
Witness
Erin Olson
Printed Name

STATE OF Florida

COUNTY OF Citrus

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 4th day of February, 2021, by Douglas Alexander Sr., President of The New Church Without Walls International Inc., a Florida Not for Profit Corporation, on behalf of said corporation, who is personally known to me or who produced _____ as identification.

Witness my hand and official seal this 4th day of February, 2021.

CORTNEY K. MARSH
Commission # GG 178957
Expires May 24, 2022
Bonded Thru Troy Fain Insurance 800-385-7019

Cortney K. Marsh
Notary Public, State of Florida
Printed Name: Cortney K. Marsh
Commission No. GG178957

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Expiration Date: May 24, 2022
LESSOR:
CITRUS COUNTY, FLORIDA

ATTEST:

_____
Angela Vick, Clerk

BY:_____
Scott Carnahan, Chairman

Approved as to Form for the
Reliance of Citrus County Only:

_____
Denise A. Dymond Lyn, County Attorney

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Exhibit "A"

CITRUS COUNTY, FLORIDA

MINIMUM INSURANCE REQUIREMENTS

Lessee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Lessee, his agents, representatives, employees or sub-Lessees. The coverages, limits or endorsements required herein protect the primary interests of the County, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Lessee against any loss exposures, whether as a result of the project or otherwise. The requirements contained herein, as well as the County's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Lessee under this contract.

A. COMMERCIAL GENERAL LIABILITY

1) Contractor must obtain a general liability policy with minimum limits of $1,000,000 per occurrence and a $2,000,000 general aggregate.

B. AUTOMOBILE LIABILITY

1) Lessee must obtain coverage for all vehicles for Bodily Injury and Property Damage of not less than $1,000,000 combined single limit each accident. In the event the Lessee does not own vehicles, the Lessee 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.

C. WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

1) Lessee must obtain Workers Compensation insurance with limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the US Longshoremen & Harbor Workers Act. 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.

2) For any officer of a Lessee that has exempt status as an individual, the County requires proof of workers' compensation insurance coverage for that Lessee/employer/owner's employees. If the Lessee/employer/owner or individual has applied for a workers' compensation exemption, the County does not recognize this exemption to extend to the employees of the Lessee/employer/owner.

3) The purpose of this section is to ensure that all Lessees, sub-Lessees, sole proprietors, or business entities of any kind who contract with the County for provision of goods or services, provide workers' compensation coverage for all

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employees, and principles of sub-Lessees, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

D. OTHER INSURANCE PROVISIONS

1) The Lessee shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation, ten (10) day notice if cancellation is for nonpayment of premium. The certificate shall indicate if coverage is provided under a "claims-made" or "occurrence" form. If any coverage is provided under a claims-made form, the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

2) The project's proposal number should be noted on the certificate.

3) The Lessee has sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible or self-insured amounts that exceed $10,000, the Lessee shall maintain a Commercial Surety Bond or Letter of Credit in an amount equal to said deductible or self insured retention.

4) All required insurance policies must be maintained until the contract work has been accepted by the County. In addition, a minimum 30-day notification clause is required if any changes in policy language occur, or in the event the policy is canceled.

5) Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees and volunteers are to be covered as an Additional Insured on all policies except Workers Compensation. The coverage shall contain no special limitation on the scope of protection afforded to the County, its officials, employees or volunteers.

6) The Lessee's insurance coverage shall be primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Lessee's insurance and shall be noncontributory.

7) For all policies of insurance: The Lessee, and its insurance carrier, waive all subrogation rights against the County for all losses or damages that 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 General Liability policies to be endorsed with CG 24 04 Waiver of Transfer of Rights of Recovery Against Others to Us or similar endorsement, and a WC 00 0313 Waiver of our Right to Recover from Others for Workers Compensation coverage.

8) The Certificate Holder should read as follows: Citrus County, Florida, a political subdivision of the State of Florida, 3600 W. Sovereign Path, Lecanto, FL 34461.

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9) It is the Lessee's responsibility to insure that all sub-Lessees comply with these insurance requirements. Lessees shall include all sub-Lessees as insured under its policies or shall furnish separate certificates and endorsements for each sub-Lessee. All coverages for subLessees shall be subject to all of the requirements stated herein.

10) With the exception workers compensation policies all required insurance policies must be written by a carrier having a minimum rating of A- by A.M. Best or similar rating company. All workers compensation policies must be written by carriers admitted in the State of Florida, and who participate in the Florida Insurance Guarantee Fund.

11) All Certificates must show that the Lessee's policies have been endorsed per the requirements.

12) Once ALL paperwork is completed and received by the County, an email will be sent to Lessee requesting online registration with myCOI. It is critical that the County is provided with an accurate email address. The cost to register is $19.95 and a credit/debit card will be needed. Part of the registration process includes providing contact information for Lessee's insurance agent(s), which will be needed at the time of registration. Once registered, an email will be sent to the insurance agent(s) requesting them to upload a current Certificate of Insurance (COI) directly into the myCOI website. Certificates of Insurance cannot be mailed, emailed or faxed to the County. Lessee will not be allowed to occupy premises until registration is completed and a compliant Certificate of Insurance is received from Lessee's agent(s).

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CHURWIT-01 JJENSEN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/26/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # L100460 Acentria Insurance - Inverness 117 N Seminole Ave Inverness, FL 34450	CONTACT NAME: PHONE (A/C, No, Ext): (352) 637-5191 FAX (A/C, No): (352) 637-2396 E-MAIL ADDRESS: jennifer.jensen@acentria.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : GuideOne National Insurance Company — 14167
INSURED The New Church Without Walls International Inc 300 S Kensington Avenue Lecanto, FL 34461	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER X POLICY PRO-JECT LOC OTHER	X	X	1451996	9/17/2020	9/17/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG PASTORAL	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			1829016	9/17/2020	9/17/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 350,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					PER STATUTE OTH-ER E L EACH ACCIDENT E L DISEASE - EA EMPLOYEE E L DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Citrus County, Florida
3600 W Sovereign Path
Lecanto, FL 34461

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Charles H. Lydick

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JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

*** * CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW * ***

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 5/15/2020 **EXPIRATION DATE:** 5/15/2022

PERSON: DOUGLAS ALEXANDER SR **EMAIL:** THENEWCWOW@GMAIL.COM

FEIN: 300098311

BUSINESS NAME AND ADDRESS:

THE NEW CHURCH WITHOUT WALLS INTERNATIONAL

THE NEW CHURCH WITHOUT WALLS INTERNATIONAL

300S. KENSINGTON AVE.

LECANTO, FL 34461

SCOPE OF BUSINESS OR TRADE:

College: Professional
Employees & Clerical

IMPORTANT: Pursuant to subsection 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(12), F.S., Certificates of election to be exempt issued under subsection (3) shall apply only to the corporate officer named on the notice of election to be exempt and apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to subsection 440.05(13), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT REVISED 08-13 E01166291 QUESTIONS? (850) 413-1609

Attachment: Work Comp Exemption Certs 2020-2022 (12527 : The New Church Without Walls International, Inc. Lease Agreement – Gospel

JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

*** * CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW * ***

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 5/15/2020 **EXPIRATION DATE:** 5/15/2022

PERSON: TERESA ALEXANDER **EMAIL:** THENEWCWOW@GMAIL.COM

FEIN: 300098311

BUSINESS NAME AND ADDRESS:

THE NEW CHURCH WITHOUT WALLS INTERNATIONAL INC.

300 S KENSINGTON AVE

LECANTO, FL 34461

SCOPE OF BUSINESS OR TRADE:

College: Professional
Employees & Clerical

IMPORTANT: Pursuant to subsection 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(12), F.S., Certificates of election to be exempt issued under subsection (3) shall apply only to the corporate officer named on the notice of election to be exempt and apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to subsection 440.05(13), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT REVISED 08-13 E01166269 QUESTIONS? (850) 413-1609

Attachment: Work Comp Exemption Certs 2020-2022 (12527 : The New Church Without Walls International, Inc. Lease Agreement – Gospel

JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

*** * CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW * ***

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 5/13/2020 **EXPIRATION DATE:** 5/13/2022

PERSON: CARMEN VELEZ **EMAIL:** CVELEZ.NCWOW@GMAIL.COM

FEIN: 300098311

BUSINESS NAME AND ADDRESS:

THE NEW CHURCH WITHOUT WALLS INTERNATIONAL INC.

300 S. KENSINGTON AVE

LECANTO, FL 34461

SCOPE OF BUSINESS OR TRADE:

College: Professional
Employees & Clerical

IMPORTANT: Pursuant to subsection 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(12), F.S., Certificates of election to be exempt issued under subsection (3) shall apply only to the corporate officer named on the notice of election to be exempt and apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to subsection 440.05(13), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT REVISED 08-13 E01165298 QUESTIONS? (850) 413-1609

Attachment: Work Comp Exemption Certs 2020-2022 (12527 : The New Church Without Walls International, Inc. Lease Agreement – Gospel

JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

*** * CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW * ***

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 5/15/2020 **EXPIRATION DATE:** 5/15/2022

PERSON: JOAN JOHNSON **EMAIL:** JOANJ916@GMAIL.COM

FEIN: 300098311

BUSINESS NAME AND ADDRESS:

THE NEW CHURCH WITHOUT WALLS INTERNATIONAL INC.

300 S. KENSINGTON AVE

LECANTO, FL 34461

SCOPE OF BUSINESS OR TRADE:

College: Professional
Employees & Clerical

IMPORTANT: Pursuant to subsection 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(12), F.S., Certificates of election to be exempt issued under subsection (3) shall apply only to the corporate officer named on the notice of election to be exempt and apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to subsection 440.05(13), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT REVISED 08-13 E01166304 QUESTIONS? (850) 413-1609

Attachment: Work Comp Exemption Certs 2020-2022 (12527 : The New Church Without Walls International, Inc. Lease Agreement – Gospel

JIMMY PATRONIS
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

*** * CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW * ***

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 5/15/2020 **EXPIRATION DATE:** 5/15/2022

PERSON: SONNY WRIGHT **EMAIL:** SNNYWRIGHT@YAHOO.COM

FEIN: 300098311

BUSINESS NAME AND ADDRESS:

THENEW CHURCH WITHOUT WALLS INTERNATIONAL INC.

300 S KENSINGTON AVE

LECANTO, FL 34461

SCOPE OF BUSINESS OR TRADE:

College: Professional
Employees & Clerical

IMPORTANT: Pursuant to subsection 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to subsection 440.05(12), F.S., Certificates of election to be exempt issued under subsection (3) shall apply only to the corporate officer named on the notice of election to be exempt and apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to subsection 440.05(13), F.S., notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a certificate at any time for failure of the person named on the certificate to meet the requirements of this section.

DFS-F2-DWC-252 CERTIFICATE OF ELECTION TO BE EXEMPT REVISED 08-13 E01166313 QUESTIONS? (850) 413-1609

Attachment: Work Comp Exemption Certs 2020-2022 (12527 : The New Church Without Walls International, Inc. Lease Agreement – Gospel

AGENDA MEMORANDUM

FROM:	Michael Sherman,
SUBJECT:	Impact Fee Funding for School Board Growth Related Projects 2020-2021
AGENDA DATE:	**March 09, 2021**

BRIEF OVERVIEW:

In accordance with the Impact Fee Agreement between Citrus County and the School Board of Citrus County, dated March 22, 2016, the District School Board must annually, or as often as it shall be amended, submit to the County its District Work Plan. In that submittal, the School Board shall identify those capital improvement projects that are intended to be funded entirely or in part by the impact fee monies, in accordance with the terms of Ordinance No. 2015-A07 or its successor.

For the Board's consideration is the School Board District Work Plan for 2020-2021. As supporting documentation from the School Board is correspondence from Mr. Chuck Dixon, AICP, listing the growth-related capital projects in the 5-Year Citrus District Work Plan fundable by impact fees. Mr. Dixon has also provided an opinion from the County's impact fee consultant determining the 7 projects listed in the School Board 5-Year Citrus Work Plan that are impact fee fundable.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Enc.	Available Balance*
2800-56300	Imp Other Than Bldg	$1,321,647	$1,291,213	0	$30,434

Balance prior to expenditure. Only for fiscal year 2020-21 project.

RECOMMENDED ACTION:

Approve School Board District Work Plan for 2020-2021.

PGML-2020-10

SANDRA "SAM" HIMMEL – SUPERINTENDENT OF SCHOOLS

"Where Learning is the Expectation
And Caring is a Commitment"

Department of Planning and Growth Management

THOMAS KENNEDY
DISTRICT 1 – HERNANDO

VIRGINIA BRYANT
DISTRICT 2 – CRYSTAL RIVER

DOUGLAS A. DODD
DISTRICT 3 – FLORAL CITY

SANDRA COUNTS
DISTRICT 4 – LECANTO

LINDA B. POWERS
DISTRICT 5 - INVERNESS

December 9, 2020

Mike Sherman, AICP
Director
Growth Management Department
3600 W. Sovereign Path
Lecanto, Fl 34461-5312

RE: Impact Fee Funding for Growth Related Capital Projects listed in the 2020-21 District Work Plan

Dear Mr. Sherman,

Enclosed you will find the necessary documentation on the growth-related capital projects listed in the 5 Year Citrus District Work Plan as follows:

1. **Citrus County School Dedicated Fiber Wide Area Network (WAN) Project**
   Expands WAN for use through 2045.
   Projected Total Cost = $2,350,000
   Projected Impact Fee Fundable Cost = $2,350,000

2. **Floral City Elementary School Kitchen and Cafeteria Expansion**
   Expands core capacity to accommodate 810 Student Stations.
   Projected Cost = $1,456,913
   Projected Impact Fee Fundable Cost = $1,456,913

3. **Remodel project associated with above – n/a**

4. **Crystal River Middle School Traffic Circulation and Parent Pickup Expansion**
   Expands parent pick up and parking area.
   Projected Cost = $250,000
   Projected Impact Fee Fundable Cost = $250,000

   Note: Land has been purchased for this project so it is not included in the projected cost.

Attachment: 12-9-2020 Chuck Dixon Letter re Impact Fee Funding (12581 : Impact Fee Funding for School Board Growth Related Projects 2020-

5. **Floral City Elementary School New Classroom Wing**
   New Classroom wing to add 102 student stations (7 classrooms and support space).
   Projected Cost = $2,824,805
   Projected Impact Fee Fundable Cost = $2,824,805

6. **Floral City Elementary New ESE Wing**
   New ESE Wing including support and ancillary space.
   Projected Cost = $1,598,493
   Projected Impact Fee Fundable Cost = $1,598,493

7. **Citrus High School/ Inverness Primary School Traffic Circulation/ Emergency Access Lane**
   Emergency ingress and egress and pedestrian separation from vehicle traffic.
   Projected Cost = $750,000
   Projected Impact Fee Fundable Cost = $750,000

Please confirm receipt and acknowledge that these projects are impact fee fundable so that we can plan accordingly and move forward with design and construction.

Thank you for your time and consideration.

Yours truly,

Charles S Dixon

Yours truly,
Chuck Dixon, AICP
Director

cc:

Jonny Bishop, Assistant Superintendent
Tammy Wilson, Finance Director
Attachment

Roger Weaver Educational Complex
2575 S. Panther Pride Drive • Lecanto, Florida 34461
TEL: (352) 746-3960 • SUNCOM: 647-1011 • TDD: (352) 726-6086
Equal Opportunity Employer

Attachment: 12-9-2020 Chuck Dixon Letter re Impact Fee Funding (12581 : Impact Fee Funding for School Board Growth Related Projects 2020-

Total Available Revenue	**$28,213,828**	**$28,168,250**	**$28,573,186**	**$27,464,761**	**$24,717,006**	**$137,137,031**

Project Schedules

Capacity Project Schedules

A schedule of capital outlay projects necessary to ensure the availability of satisfactory classrooms for the projected student enrollment in K-12 programs.

Project Description	Location		2020 - 2021	2021 - 2022	2022 - 2023	2023 - 2024	2024 - 2025	Total	Funded
New Classroom Wing - including Resource Room, Teacher Planning Office, Custodial Service Closet, Electrical Room, Material Storage, Student Restrooms, and Staff Restrooms - Note: Impact Fee Fundable	FLORAL CITY ELEMENTARY	Planned Cost:	$0	$0	$0	$2,824,805	$0	$2,824,805	Yes
		Student Stations:	0	0	0	102	0	102	
		Total Classrooms:	0	0	0	7	0	7	
		Gross Sq Ft:	0	0	0	10,693	0	10,693	
ESE Wing - including SE Resource Room, Teacher Planning Office, Custodial Service Closet, Electrical Room, Material Storage, and Staff Restrooms - Note: A portion of this Project is Impact Fee Fundable but most of it represents replacement of portables	FLORAL CITY ELEMENTARY	Planned Cost:	$0	$0	$0	$1,598,493	$0	$1,598,493	Yes
		Student Stations:	0	0	0	0	0	0	
		Total Classrooms:	0	0	0	0	0	0	
		Gross Sq Ft:	0	0	0	6,489	0	6,489	

Project 5

Project 6

Note: Portables approved to be relocated for use at Lecanto High School.

Attachment: 12-9-2020 Chuck Dixon Letter re Impact Fee Funding (12581 : Impact Fee Funding for School Board Growth Related Projects 2020-

Project 2 Kitchen and Dining Area Expansion including Multipurpose Room, Chair Storage, Stage, Stage, Dressing Rooms - Note: Impact Fee Fundable	FLORAL CITY ELEMENTARY	Planned Cost:	$0	$0	$1,456,913	$0	$0	$1,456,913	Yes
		Student Stations:	0	0	0	0	0	0	
		Total Classrooms:	0	0	0	0	0	0	
		Gross Sq Ft:	0	0	6,202	0	0	6,202	
Project 3 Kitchen Remodel Associated with Expansion - Note: Not Impact Fee Fundable but part of an expansion project that is.	FLORAL CITY ELEMENTARY	Planned Cost:	$0	$0	$531,611	$0	$0	$531,611	Yes
		Student Stations:	0	0	0	0	0	0	
		Total Classrooms:	0	0	0	0	0	0	
		Gross Sq Ft:	0	0	4,786	0	0	4,786	

Planned Cost:	**$0**	**$0**	**$1,988,524**	**$4,423,298**	**$0**	**$6,411,822**
Student Stations:	**0**	**0**	**0**	**102**	**0**	**102**
Total Classrooms:	**0**	**0**	**0**	**7**	**0**	**7**
Gross Sq Ft:	**0**	**0**	**10,988**	**17,182**	**0**	**28,170**

Other Project Schedules

Major renovations, remodeling, and additions of capital outlay projects that do not add capacity to schools.

Project Description	Location	2020 - 2021 Actual Budget	2021 - 2022 Projected	2022 - 2023 Projected	2023 - 2024 Projected	2024 - 2025 Projected	Total	Funded
Project 7 Citrus High School/ Inverness Primary School Internal Traffic Circulation Improvements and/or Pedestrian Improvements to Address Emergency Ingress and Egress to/ from the Campus. Note: Impact Fee Fundable	CITRUS SENIOR HIGH	$0	$0	$0	$0	$750,000	$750,000	Yes
Project 1 Citrus County Schools Dedicated Fiber WAN Project - Internet and WAN Infrastructure (Dark Fiber) Expansion to all schools and support facilities - Note: A portion of this project is impact fee fundable	Location not specified	$587,500	$587,500	$587,500	$587,500	$0	$2,350,000	Yes
Master Plan	CITRUS SENIOR HIGH	$100,000	$0	$0	$0	$0	$100,000	Yes
Intercom Upgrade	PLEASANT GROVE ELEMENTARY	$145,000	$0	$0	$0	$0	$145,000	Yes
Reroofing Cafe	CITRUS SENIOR HIGH	$200,000	$0	$0	$0	$0	$200,000	Yes

Attachment: 12-9-2020 Chuck Dixon Letter re Impact Fee Funding (12581 : Impact Fee Funding for School Board Growth Related Projects 2020-

Reroofing Bldg 4	CRYSTAL RIVER SENIOR HIGH	$0	$0	$0	$0	$656,756	$656,756	Yes
Intercom Upgrade	HOMOSASSA ELEMENTARY	$0	$0	$0	$0	$158,043	$158,043	Yes
Fund Balance for 6-10 year projects	Location not specified	$20,078,622	$22,225,637	$19,872,743	$18,958,617	$19,172,818	$100,308,437	Yes
School Hardening (Safety & Security)	Location not specified	$1,172,500	$500,000	$500,000	$500,000	$500,000	$3,172,500	Yes
Freezer/Cooler Remodel Upgrate	LECANTO SENIOR HIGH	$245,565	$0	$0	$0	$0	$245,565	Yes
Fire alarm upgrade	LECANTO SENIOR HIGH	$0	$1,400,567	$0	$0	$0	$1,400,567	Yes
Partial HVAC upgrade phase 1	LECANTO SENIOR HIGH	$365,050	$0	$0	$0	$0	$365,050	Yes
Partial HVAC upgrade phase 2	LECANTO SENIOR HIGH	$755,813	$0	$0	$0	$0	$755,813	Yes
Intercom upgrade	INVERNESS MIDDLE	$299,745	$0	$0	$0	$0	$299,745	Yes
Roger Weaver Educational Complex Emergency Access Phase I Improvements Note: Impact Fee Fundable	Location not specified	$50,795	$0	$0	$0	$0	$50,795	Yes
Fire alarm upgarde	CITRUS SENIOR HIGH	$0	$0	$0	$0	$1,273,101	$1,273,101	Yes
Intercom upgrade	LECANTO SENIOR HIGH	$578,405	$0	$0	$0	$0	$578,405	Yes
Reroofing bldg 1	WITHLACHOOCHEE TECHNICAL COLLEGE	$1,161,387	$0	$0	$0	$0	$1,161,387	Yes
Reroofing bldg. 5 (A&B)	INVERNESS MIDDLE	$50,755	$0	$0	$0	$0	$50,755	Yes
Reroofing bldg 2	LECANTO PRIMARY	$275,895	$0	$0	$0	$0	$275,895	Yes
On Site Traffic Circulation Improvements and Parent Pick Up Area recommended by MPO/City (if funding becomes available) Note: Impact Fee Fundable	CRYSTAL RIVER MIDDLE	$0	$0	$250,000	$0	$0	$250,000	Yes
Partial HVAC upgrade bldg 1	LECANTO PRIMARY	$0	$977,483	$0	$0	$0	$977,483	Yes
Fire alarm upgrade	FOREST RIDGE ELEMENTARY	$676,002	$0	$0	$0	$0	$676,002	Yes
Fire alarm upgrade	LECANTO MIDDLE	$131,215	$0	$0	$0	$0	$131,215	Yes
Reroofing bldg. 2	FLORAL CITY ELEMENTARY	$0	$0	$95,286	$0	$0	$95,286	Yes
HVAC Upgrade Bldg 4	CRYSTAL RIVER SENIOR HIGH	$0	$0	$0	$0	$1,314,671	$1,314,671	Yes
Contingency	Location not specified	$732,579	$799,234	$1,282,662	$1,373,201	$816,617	$5,004,293	Yes
Consultant Services	Location not specified	$25,000	$25,000	$25,000	$25,000	$25,000	$125,000	Yes
Replace bus lifts	BUS GARAGE	$0	$175,000	$175,000	$0	$0	$350,000	Yes
Site testing and surveying for new property purchases	Location not specified	$50,000	$50,000	$50,000	$50,000	$50,000	$250,000	Yes
On Site Traffic Circulation Improvements (if new entrance road is planned by MPO/ FDOT/ City - Note: This project is not impact fee fundable unless parking is added.	INVERNESS MIDDLE	$0	$0	$342,400	$0	$0	$342,400	No
Intercom upgrade	CITRUS SPRINGS ELEMENTARY	$145,000	$0	$0	$0	$0	$145,000	Yes

Project 4

Attachment: 12-9-2020 Chuck Dixon Letter re Impact Fee Funding (12581 : Impact Fee Funding for School Board Growth Related Projects 2020-

Attachment: 12-9-2020 Chuck Dixon Letter re Impact Fee Funding (12581 : Impact Fee Funding for School Board Growth Related Projects 2020-

duncan associates

November 24, 2020

Chuck Dixon, Director
Department of Planning and Growth Management
Citrus County Schools
2575 S. Panther Pride Drive
Lecanto, Florida 34461

RE: Opinion on Impact Fee Project Eligibility

As requested, our professional opinions on the eligibility of the District's planned project costs for impact fee funding are provided below.

1. Dedicated Fiber Wide Area Network (WAN), 2021-24

The District's current Wide Area Network (WAN) provides two gigabits (GB) of bandwidth for the seven secondary schools and 1 gigabit (GB) of bandwidth for the 11 elementary schools. The existing facilities are leased at an annual cost of $382,320. The District has received quotes to construct its own WAN system with capacity of 10 GB for all locations plus 40 GB for the internet. The lowest estimated cost is $2.35 million. This dedicated Wide Area Network will replace the current leased service and meet the District Needs for the next 25 years with no reoccurring annual capital costs. The District is eligible to receive e-Rate program funding to cover 80% of the total cost. This will leave $470,000 that could potentially be funded with impact fees.

In our opinion, the entire cost of this project would be eligible for impact fee funding if grant funding were not available to cover 80% of the cost. From an impact fee perspective, the existing level of service reflects the existing net capital investment (excluding outstanding debt) in the capital facilities that support the governmental enterprise. The leased WAN service is an annual operational cost that does not provide any long-term benefit, because leases can be canceled. It does not represent a capital investment in facilities that will be available to serve existing and new development in the future.

The situation is analogous to a County fire station operating out of a leased building. If the County decided to purchase the building, all of that expenditure could be funded with fire impact fees, even though there is no change in the service capability that is being provided. The difference is that the facility is now owned by the County, and that ownership represents the ability to continue to provide this capacity in the future. The same logic applies to replacing leased WAN capacity for publicly-owned WAN capacity, and that logic does not limit the eligible portion to just the expansion of WAN capacity.

Attachment: 12-9-2020 Chuck Dixon Letter re Impact Fee Funding (12581 : Impact Fee Funding for School Board Growth Related Projects 2020-

2. Floral City Elementary Kitchen and Cafeteria Expansion 2022-23

This improvement will expand the core capacity of the school to accommodate 599 student stations in 2022-2023 and eventually 810 student stations at buildout. The overall improvement also includes remodeling the existing facility, but the costs have been broken out into two projects. This project represents the portion attributable to expansion, while the companion project (# 3 below) represents the remodeling portion. The entire cost of this project, estimated to be $1,456,913, is eligible to be funded with school impact fees.

3. Floral City Elementary Kitchen and Cafeteria Remodel 2022-23 (not impact fee fundable)

This project is the portion of the same improvement as project #2 above that is attributable to remodeling. None of the cost of this project, estimated to be $531,611, will be eligible for impact fee funding.

4. Crystal River Middle School Traffic Circulation and Parent Pickup Expansion 2022-23

This project will expand the parent pick up and parking area. Land has already been purchased for this project, and is not included in the estimated $250,000 cost. In our opinion, the full cost of this project is impact fee-eligible.

5. Floral City Elementary Classroom Wing 2023-24

This project is for the construction of a new classroom wing that will add 7 classrooms and support space to accommodate 102 additional student stations. The entire cost is eligible for impact fee funding.

6. Floral City Elementary ESE Classroom Wing 2023-24

This project involves the construction of a new wing for Exceptional Student Education (ESE). It includes 2 part-time ESE, 2 full-time ESE, and 1 ESE pre-kindergarten classrooms, as well as 2 ESE resource rooms, 1 ESE instructional supplemental room, 3 teacher planning rooms, male/female staff restrooms, an electrical room and a PE storage room. This project will replace the current portables that are being relocated to Lecanto High School for temporary use.

In our opinion, the entire cost of this project, estimated to be $1,598,493, is eligible for impact fee funding. The same logic put forward for considering all of the WAN project cost eligible (see project # 1) also applies to the new ESE wing for Floral City Elementary. Replacing portables that are only suitable for short-term occupancy and are not included in the existing level of service with permanent District-owned buildings adds long-term capacity and increases the level of service.

7. Citrus High/Inverness Primary Traffic Circulation / Emergency Access Lane 2024-25

This project will improve emergency ingress and egress and pedestrian separation from vehicle traffic. This project is similar in function to the previous Lecanto Complex Traffic Circulation/Emergency Access project except it will be constructed on a much smaller scale to service Citrus High School and potentially Inverness Primary School which is adjacent.

We opined in a November 18, 2016 letter to the School District that a similar project (Lecanto Complex Traffic Circulation/Emergency Access) should be considered fully eligible for impact fee funding. The reasoning we applied in that case also applies to this one. Rather than duplicate it here, we have attached it below. Given that the projects are similar, we believe that the project is also fully eligible for impact fee funding.

Sincerely,
DUNCAN ASSOCIATES

Clancy Mullen

Clancy Mullen
Principal

Attachment: 12-9-2020 Chuck Dixon Letter re Impact Fee Funding (12581 : Impact Fee Funding for School Board Growth Related Projects 2020-

IMPACT FEE AGREEMENT
BETWEEN CITRUS COUNTY AND
THE SCHOOL BOARD OF CITRUS COUNTY

THIS AGREEMENT made and entered into this 22nd day of March 2016 by and between Citrus County, a political subdivision of the State of Florida, hereinafter referred to as "the County", and the School Board of Citrus County, Florida, hereinafter referred to as "the School Board".

WHEREAS, the Board of County Commissioners of Citrus County and the City Councils of the cities of Inverness and Crystal River have determined that future growth and new development should contribute its fair share of the cost of providing capital infrastructure improvements reasonably attributable to the future growth and impact-generating land development; and,

WHEREAS, the County has adopted Ordinance No. 2015-A07 hereinafter referred to as "the Ordinance", providing for the collection and expenditure of impact fees for school facilities' capital improvements, said Ordinance being attached hereto as Exhibit "A" and incorporated herein by reference, and

WHEREAS, the County, the cities of Inverness and Crystal River, and the School Board wish to participate in the collection and expenditure of impact fees for impact generating land development activities according to the terms and conditions set forth in Ordinance No. 2015-A07, and

WHEREAS, the County and the School Board desire to delineate their respective obligations, one to the other, regarding the fees generated pursuant to the Ordinance;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows;

Attachment: 03-22-2016_CCSB_ImpactFeeInterlocalAgreement (12581 : Impact Fee Funding for School Board Growth Related Projects 2020-

I. SCHOOL BOARD'S RIGHTS AND OBLIGATIONS

1. Annually, or as often as it shall be amended, the School Board shall submit to the County its District Work Plan. The School Board shall identify in the Plan those capital improvement projects that are intended to be funded entirely or in part by impact fee monies, in accordance with the terms of Ordinance No. 2015-A07 or its successor.

2. The School Board shall utilize a cost reimbursement system for impact fee fundable projects where a description is submitted to the County and completed prior to reimbursement with any impact fee monies.

3. Prior to the County's cost reimbursement, every planned expenditure of impact fee funds in the School Board's adopted capital improvements program shall be accompanied by a brief statement describing how the planned project will expand the capacity of the capital school facilities, or, if repaying debt on a previous project, how that previous project expanded capacity. In the event that the project is partially attributable to capacity expansion and partially attributable to replacement or repair, a memorandum shall be attached to the capital improvement program that provides a reasonable methodology to quantify the percentage of project cost attributable to capacity expansion. The use of impact fee funding for such project shall not exceed that capacity expansion percentage of the total cost.

II. COUNTY'S AND CITIES' RIGHTS AND OBLIGATIONS

1. The County and the cities of Inverness and Crystal River shall assess and collect an impact fee for public school facilities' capital improvements according to the terms and conditions specified in Citrus County Ordinance No. 2015-A07.

2. The County shall establish an interest-bearing account into which the impact fee funds shall be deposited. On an annual basis, the County shall notify the School Board of the amount of impact fees accumulated plus any interest earnings collected thereon. The County and the cities of Inverness and Crystal River shall be allowed to deduct a fee for administrative cost. Documentation of such reimbursable expenses shall be provided

Attachment: 03-22-2016_CCSB_ImpactFeeInterlocalAgreement (12581 : Impact Fee Funding for School Board Growth Related Projects 2020-

upon request of the School Board.

III. ENTIRE AGREEMENT MODIFICATION

This Agreement embodies the entire understanding of the parties. There are no promises, terms, conditions or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or Agreements, either verbal or written, between the parties hereto. Any modification to this Agreement shall be made only by written instrument executed by the parties hereto, provided, however, that any amendments to the fee structure or other sections of Ordinance No. 2015-A07 made subsequent to the effective date of this Agreement shall be deemed to be automatically incorporated herein by virtue of the incorporation by reference of Ordinance No. 2015-A07 in this Agreement.

IV. CANCELLATION

This Agreement may be cancelled upon thirty (30) days written notice by one party to the other. All funds collected prior to the termination date shall be remitted to the School Board who shall be responsible for expending same in accordance with the requirements of this Agreement and Ordinance No. 2015-A07.

V. TERM AND RENEWAL

This Agreement is executed in duplicate and each copy shall serve as an original. The Agreement shall become effective when signed by the last party hereto. It shall automatically renew for additional one (1) year terms unless thirty (30) days prior to the termination date the party hereto notifies the other party, in writing, of their desire to renegotiate any provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the dates set forth below.

Attachment: 03-22-2016_CCSB_ImpactFeeInterlocalAgreement (12581 : Impact Fee Funding for School Board Growth Related Projects 2020-2021)

ATTEST:

Tiffani L White, DC
for ANGELA VICK, CLERK OF COURT

OFFICE OF CIRCUIT COURT SEAL CITRUS COUNTY, FLORIDA

APPROVED AS TO FORM FOR THE
RELIANCE OF CITRUS COUNTY:

DENISE A. DYMOND LYN
COUNTY ATTORNEY

CITRUS COUNTY, FLORIDA
a political subdivision of the
State of Florida

BY: _____ Date: 3/22/16
RONALD E. KITCHEN, JR.
CHAIRMAN

Attachment: 03-22-2016_CCSB_ImpactFeeInterlocalAgreement (12581 : Impact Fee Funding for School Board Growth Related Projects 2020-

APPROVED AS TO FORM FOR THE
RELIANCE OF THE CITRUS COUNTY
SCHOOL BOARD:

R. WESLEY BRADSHAW
SCHOOL BOARD ATTORNEY

CITRUS COUNTY SCHOOL BOARD

BY: Linda B. Powers Date: 3-8-16
LINDA B. POWERS
SCHOOL BOARD CHAIRMAN

ATTEST:

Sandra "Sam" Himmel
SUPERINTENDENT OF SCHOOLS

Attachment: 03-22-2016_CCSB_ImpactFeeInterlocalAgreement (12581 : Impact Fee Funding for School Board Growth Related Projects 2020-

AGENDA MEMORANDUM

FROM:	Randall Olney, Public Works Director
SUBJECT:	CR 491 S. –Land Acquisition–United States Postal Service–Reinstatement of Purchase & Sale Agreement
AGENDA DATE:	**March 09, 2021**

BRIEF OVERVIEW:

As part of Citrus County, Florida's County Road 491 project from W. Laurel Street to the area where W. Lee Ann Street will be extended (the "Project"), an agreement was reached with United States Postal Service ("USPS") concerning its property located at 320 S. Lecanto Highway (the "Lecanto Post Office"). A Purchase and Sale Agreement was approved on or about November 2, 2016 (the "Agreement").

Due to federal procedures regarding the sale and transfer of federal property, Citrus County agreed to construct the CR 491 right turn lane improvements for the benefit of the Lecanto Post Office through easements, and the USPS agreed to convey fee simple title to the new right of way as soon as it was able. Notwithstanding, the USPS chose to wait for the completion of construction. Due to the duration of the Project's construction, the time frames set out in the Agreement lapsed.

As the County has now completed its obligations under the Agreement and the USPS is ready to convey the additional fee simple right of way to the County, the USPS has requested that the Agreement be reinstated through a Reinstatement and Second Amendment to Purchase and Sale Agreement (the "Reinstatement").

Accordingly, Staff requests the Board's approval of the Reinstatement and its authorization of the Chairman to execute the Reinstatement as well as any and all further documents which might be required by the Reinstatement so that this final right of way acquisition for the Project may be lawfully completed.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
					$0

RECOMMENDED ACTION:

a. Approve the Reinstatement with the United States Postal Service and authorize the Chairman to execute same.

b. Approve and authorize the Chairman to execute multiple copies of the Reinstatement, and authorize the Chairman or his designee to execute all related closing documents

c. Authorize the Clerk to place an acceptance stamp on any deeds upon receipt and to record all documents in the Public Records of Citrus County, Florida.

d. Authorize staff to execute all other documents related to the closing of the Agreement.

e. Approve and authorize the payment of all related closing costs associated with the closing of the Agreement.

FACILITIES

UNITED STATES POSTAL SERVICE

March 20, 2020

DAVID ROUSE
MANAGER, REALTY ASSETS PROGRAMS

Subject: Contracting Officer Delegation of Authority-Level 3

In accordance with the authority granted to me as Manager, Real Estate & Assets, from the Vice President, Facilities, I hereby delegate to you the following contracting authority for real estate and real estate related services:

1) Leasing/Licensing: Lease/license rental rate up to $500,000 per year and up to $5,000,000 total lease/license rate over the base term, in each case exclusive of CAM, taxes or other additional payments to be made under the lease. This authority includes lease documents with GSA in GSA-controlled buildings.
2) Property Management: Up to $500,000 per occurrence including issuing contracting officer final decisions, settlements of landlord claims, and rent abatement.
3) Lease Buy Outs: Up to the full value of the remaining term of the current lease term but not to exceed $500,000 per year and $5,000,000 over the base term.
4) Site Purchase: Fee Acquisition includingPurchasing Existing Buildings(PEB's) up to $5,000,000 per site.
5) Disposal: Sale of real estate (land and buildings) up to $5,000,000 per property.
6) Easements and Rights of Ways: Up to $500,000 for each easement or right of way.
7) Outleasing/Subleasing/GSA:Lease rate up to $500,000 per year and not to exceed a 5 years in base term.
8) Real Estate Support: Up to $250,000 per action in support of Leasing, Disposals, Acquisitions, Easements/Right of Ways, Outleasing/Subleasing or other real property issues.
9) Real Estate Taxes and Tax Appeals: Tax management and appeals up to $500,000 per Project or settlement. (See RE-1 IMP, 2-1.10.1 for tax payments)

This delegation supersedes all prior delegations issued to you for contracting authority for real estate and real estate related services. The authority I have delegated may not be re-delegated, in whole or in part. Your authority is effective immediately and will remain in effect until such time as you are reassigned to a new position, have the authority revoked, or separate from the Postal Service.

Please remember that as a contracting officer for the Postal Service and as a public servant, you must conduct all your business transactions in the highest ethical manner. Our good name and yours must not be compromised. Please take this opportunity to re-familiarize yourself with the *Employee and Labor Relations Manual*, Part 660, "Conduct."

Tom Russell

Digitally signed by Tom Russell
DN: cn=Tom Russell, o=Facilities, ou=Planning, email=tom.russell@usps.gov, c=US
Date: 2020.04.02 11:34:00 -04'00'

Tom Russell
Manager, Real Estate & Assets

cc: Jim Allen
Karen Kim

7029 Albert Pick Rd. Suite 300
Greensboro, NC 27409-9521
Phone: 336-665-2800
Fax: 336-665-2842

Attachment: f Supporting Docs USPS (12543 : CR 491 S. –Land Acquisition–United States Postal Service–Reinstatement of Purchase & Sale

Attachment: f Supporting Docs USPS (12543 : CR 491 S. –Land Acquisition–United States Postal Service–Reinstatement of Purchase & Sale

REINSTATEMENT AND SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS REINSTATEMENT AND SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT ("**Second Amendment**") is made effective as of February __, 2021 (the "**Effective Date**"), by and between UNITED STATES POSTAL SERVICE (" "**USPS**"), and CITRUS COUNTY, FLORIDA, a political subdivision of the State of Florida ("**County**"), each of which is a "Party" and together the "Parties".

RECITALS

A. USPS and County have previously entered into that certain Purchase and Sale Agreement, dated as of November 1, 2016, as amended by that certain First Amendment to Agreement for Purchase and Sale dated May 3, 2017 (the "**Agreement**"). All capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Agreement.

B. County and USPS desire to reinstate and amend the Agreement to consummate the closing of the sale of certain real property (the "**Property**") situate, lying and being in Citrus County, Florida and more particularly described in the Agreement subject to and in accordance with the terms set forth herein.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises of the parties set forth herein, County and USPS desire to amend the Agreement as follows:

1. **Reinstatement**. The Agreement, as amended by this Second Amendment, is hereby reinstated. The Parties agree that the Agreement, as reinstated and amended by this Second Amendment, is in full force and effect.

2. **Closing.**. Contemporaneous with the Parties execution of this Second Amendment , USPS shall deliver to the County the following: (a) an executed Deed for the Conveyance Property, in the form similar to which is attached hereto and incorporated herein as Exhibit A; (b) an executed Special Warranty Deed for the portion of the Conveyance Property that the USPS is retaining ("USPS Retained Property Deed") in the form similar to which is attached hereto and incorporated herein as Exhibit B; (c) an Owner's Affidavit in the form similar to which is attached hereto and incorporated herein as Exhibit C and (d) such other customary documents and certificates as reasonably requested or required by the title company insuring County's title the Conveyance Property (hereinafter "Closing Documents").

3. **Recording**. Upon receipt of the Closing Documents, County agrees to record at its sole cost and expense, the Conveyance Deed first in time, and the USPS Retained Property Deed second in time in the real property records of Citrus County, Florida in accordance with applicable laws. County agrees to return the original recorded USPS Retained Property Deed to and a copy of the recorded County Deed to:

USPS Facilities Department
Attn: James Ruffing, Real Estate Specialist
475 L'Enfant Plaza, SW, Room 6670
Washington, DC 20260-1862;

4. **Governing Law**. This Second Amendment shall be governed in all respects by applicable federal law and in the event, there is no applicable federal law, the laws of the State of Florida shall apply.

5. **Conflicts**. In the event of any conflict between the terms of the Agreement and this Second Amendment, the terms of this Second Amendment shall control.

6. **Counterparts**. This Second Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all such counterparts shall constitute one agreement. To facilitate execution of this Second Amendment, the parties may execute and exchange facsimile or electronic mail counterparts of the signature pages which facsimile or electronic mail counterparts shall be binding as original signature pages.

7. **Entire Agreement**. The Agreement, together with this Second Amendment, embodies the entire understanding between Seller and Purchaser with respect to its subject matter and can be changed only by an instrument in writing signed by USPS and County. Except as modified by this Second Amendment, the Agreement is ratified, affirmed, in full force and effect, and incorporated herein by this reference.

Attachment: f Supporting Docs USPS (12543 : CR 491 S. –Land Acquisition–United States Postal Service–Reinstatement of Purchase & Sale

IN WITNESS WHEREOF, this Second Amendment has been duly executed in multiple counterparts by the parties hereto on the Effective Date.

USPS:

UNITED STATES POSTAL SERVICE

By: David P. Rouse Digitally signed by David P. Rouse DN: cn=David P. Rouse, o=United States Postal Service, ou=Realty Asset Management, email=david.p.rouse@usps.gov, c=US Date: 2021.02.11 11:08:11 -05'00'

David Rouse
Title: Contracting Officer

Date: _____

Attachment: f Supporting Docs USPS (12543 : CR 491 S. –Land Acquisition–United States Postal Service–Reinstatement of Purchase & Sale

County:

CITRUS COUNTY, FLORIDA,
a political subdivision of the State of Florida, by and through its Board of County Commissioners

By: _____
Print Name: _____
Its: _____

Date: _____

Approved for reliance of Citrus County, Florida:

On: _____
By: _____
Denise A. Dymond Lyn
County Attorney

/450025/7#32056086 v4

Attachment: f Supporting Docs USPS (12543 : CR 491 S. –Land Acquisition–United States Postal Service–Reinstatement of Purchase & Sale

Exhibit A

Deed for the Conveyance Property

Attachment: f Supporting Docs USPS (12543 : CR 491 S. –Land Acquisition–United States Postal Service–Reinstatement of Purchase & Sale

Parcel: 2002
Project: CR 491 Road Widening

This instrument prepared by:
Truong M. Nguyen, Esq.
GrayRobinson, P.A.
301 E. Pine Street, Suite 1400
Orlando, FL 32801

Return to:
Susan Boelk, Land Section Manager
Citrus County Engineering Division
3600 West Sovereign Path, Suite 205
Lecanto, Florida 34461

NOTE TO RECORDING DEPARTMENT: THIS CONVEYANCE OF REALTY IS MADE BETWEEN TWO AGENCIES OR INSTRUMENTALITIES OF EITHER STATE OR FEDERAL GOVERNMENT AND IS EXEMPT FROM FLORIDA DOCUMENTARY STAMP TAX PURSUANT TO TITLE 12, SECTION 12B-4.014(10) FLORIDA ADMINISTRATIVE CODE.

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made this _____ day of February, 2021, by the **UNITED STATES POSTAL SERVICE,** an independent establishment of the executive branch of the Government of the United States of America whose address is 475 L'Enfant Plaza, SW, Room 6670, Washington, DC 20260-1862 ("Grantor") and **CITRUS COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 110 North Apopka Avenue, Inverness, Florida ("Grantee");

(Wherever used herein the term "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH that the Grantor, for and in consideration of the sum of $10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, released, conveys and confirms unto the Grantee, its heirs and assigns forever, the following described land lying and being in Citrus County, Florida:

See Exhibit "A" attached hereto and made a part hereof ("the Property").

The Property is also described in Schedule A dated July 09, 2016, prepared by Southeastern Surveying and Mapping Corp. on Exhibit B, attached hereto and made a part hereof.

Together with all the hereditaments and appurtenances thereto belonging or in anywise appertaining.

Attachment: f Supporting Docs USPS (12543 : CR 491 S. –Land Acquisition–United States Postal Service–Reinstatement of Purchase & Sale

To Have and to Hold the same in fee simple forever.

And *the Grantor hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said Grantor, and that said land is free of all encumbrances except for:* easements, restrictions and other matters of record and taxes for the current year, provided recitation shall not reimpose same.

In Witness Whereof, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:

UNITED STATES POSTAL SERVICE

By: _____
Print: Tom Russell
Title: Contracting Officer

Dated as of February, ____ 2021

_____
WITNESS SIGNATURE

Printed Name _____

_____
WITNESS SIGNATURE

Printed Name _____

STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

The foregoing instrument was acknowledged before me this _____ day of February, 2021, by Tom Russell, as Contracting Officer of the UNITED STATES POSTAL SERVICE, who is personally known to me or who has produced _____ as identification.

_____
NOTARY PUBLIC
Printed Name: _____
Commission No.: _____
Expiration Date: _____

_____
Notary Public

Attachment: f Supporting Docs USPS (12543 : CR 491 S. –Land Acquisition–United States Postal Service–Reinstatement of Purchase & Sale

Attachment: f Supporting Docs USPS (12543 : CR 491 S. –Land Acquisition–United States Postal Service–Reinstatement of Purchase & Sale

EXHIBIT "A"

Commence at the Northwest corner of the Southwest quarter of the Northeast quarter of Section 4, Township 19 South, Range 18 East, Citrus County, Florida; thence North 89°28'06" East a distance of 1329.39 feet along the North line of said Southwest quarter of the Northeast quarter of Section 4 to the existing West Right of Way line of County Road 491 (N. Lecanto Highway); thence South 00°47'27" East a distance of 73.69 feet along said West Right of Way line to the POINT OF BEGINNING; thence departing said West Right of Way line, South 89°12'33" West a distance of 15.00 feet; thence South 00°47'27" East a distance of 401.24 feet to the South line of lands as described in Official Records Book 941, Page 2091 as recorded in the Public Records of Citrus County, Florida; thence North 89°28'06" East a distance of 15.00 feet along said South line; to the aforementioned West Right of Way line thence North 00°47'27" West a distance of 401.31 feet along said West Right of Way line to the POINT OF BEGINNING.

Containing 0.138 acres or 6019 square feet, more or less.

EXHIBIT "B"
Schedule A and Boundary Survey

SCHEDULE A
PARCEL 102 - CITRUS
COUNTY, FLORIDA

DESCRIPTION:

Commence at the Northwest corner of the Southwest quarter of the Northeast quarter of Section 4, Township 19 South, Range 18 East, Citrus County, Florida; thence North 89°28'06" East a distance of 1329.39 feet along the North line of said Southwest quarter of the Northeast quarter of Section 4 to the existing West Right of Way line of County Road 491 (N. Lecanto Highway); thence South 00°47'27" East a distance of 75.69 feet along said West Right of Way line to the POINT OF BEGINNING; thence departing said West Right of Way line, South 89°12'33" West a distance of 15.00 feet; thence South 00°47'27" East a distance of 401.24 feet to the South line of lands as described in Official Records Book 941, Page 2091 as recorded in the Public Records of Citrus County, Florida; thence North 89°28'06" East a distance of 15.00 feet along said South line; to the aforementioned West Right of Way line thence North 00°47'27" West a distance of 401.31 feet along said West Right of Way line to the POINT OF BEGINNING.

Containing 0.138 acres or 6019 square feet, more or less.

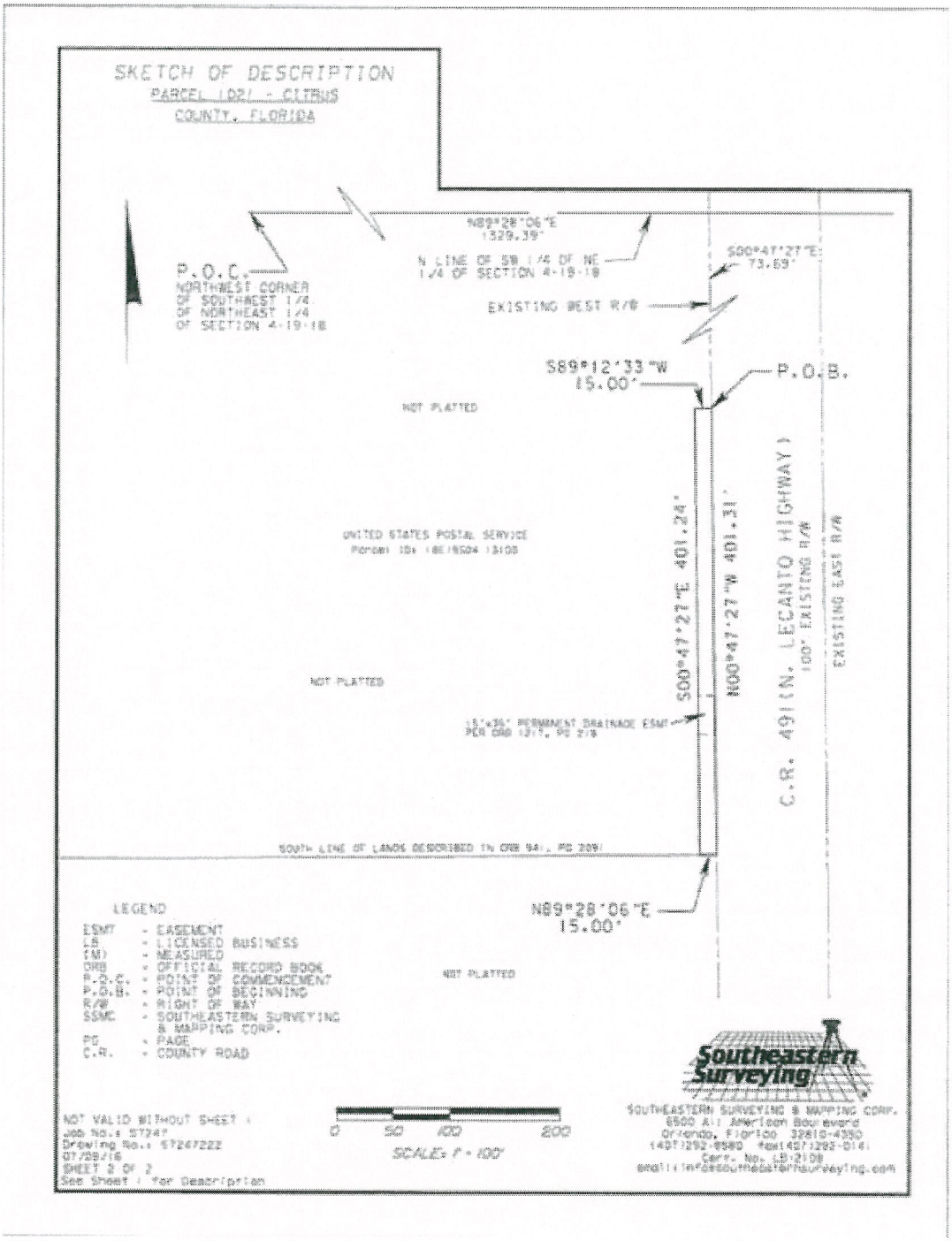
SURVEYORS NOTES:

1. Bearings shown hereon are based on the West line of the Northeast 1/4 of Section 4, Township 19 South, Range 18 East, said bearing being South 00°47'27" East.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Minimum Technical Standards for Land Surveying Ch. 5J-17.050-.052 requirements.
3. Not valid without the original signature and raised seal of a Florida Licensed Surveyor and Mapper.
4. This "Sketch of Description" was performed without the benefit of a title search. A title search may reveal additional information affecting the Parcel as shown.

SKETCH OF DESCRIPTION FOR CITRUS COUNTY, a political subdivision of the State of Florida and GrayRobinson, P.A.	Date: 07/09/16 Drawn By: J. MAZ Job No.: 57247 Scale: 1" = 100' Chapter 5J-17.050-.052, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY NOT VALID WITHOUT SHEET 2 OF 2 SHEET 1 OF 2 SEE SHEET 2 FOR SKETCH	CERT. NO. LB2108 57247222 Southeastern Surveying SOUTHEASTERN SURVEYING & MAPPING CORP. 6500 All American Boulevard Orlando, Florida 32810-4350 (407)292-8580 fax(407)292-0141 email: info@southeasternsurveying.com JAMES M. DUNN III REGISTERED LAND SURVEYOR NO. 4236

Attachment: f Supporting Docs USPS (12543 : CR 491 S. –Land Acquisition–United States Postal Service–Reinstatement of Purchase & Sale

EXHIBIT "B"
Schedule A and Boundary Survey



Attachment: f Supporting Docs USPS (12543 : CR 491 S. –Land Acquisition–United States Postal Service–Reinstatement of Purchase & Sale

Exhibit B

USPS Deed for Retained Property

Attachment: f Supporting Docs USPS (12543 : CR 491 S. –Land Acquisition–United States Postal Service–Reinstatement of Purchase & Sale

Recording requested by, and when recorded please return to:

USPS Facilities Department
Attn: James Ruffing, Real Estate Specialist
475 L'Enfant Plaza, SW, Room 6670
Washington, DC 20260-1862

SPECIAL WARRANTY DEED

For value received, the receipt and sufficiency of which is hereby acknowledged, the UNITED STATES POSTAL SERVICE, an independent establishment of the executive branch of the Government of the United States of America ("**Grantor**"), hereby grants, bargains, sells, and conveys unto UNITED STATES POSTAL SERVICE, whose current mailing address is c/o USPS Facilities Department, United States Postal Service, 475 L'Enfant Plaza, SW, Room 6670, Washington, DC 20260-1862 ("**Grantee**"), the real property located in Citrus County, Florida, legally described on Exhibit A attached hereto and incorporated herein by this reference (the "**Property**"). The Property is also described in the Boundary Survey dated April 17, 2019, prepared by Southeastern Surveying and Mapping Corp. on Exhibit B, attached hereto and incorporated herein by reference.

TOGETHER WITH, all buildings, fixtures and improvements thereon; all and singular the benefits, rights, privileges, easements, tenements, hereditaments and appurtenances thereof, to the same being, belonging, or in anywise appertaining, including all water and water rights and ditch or irrigation company shares associated therewith; all streets, alleys and rights of way adjacent thereto; all mineral rights; all reversions and remainders; and all estate, right, title and interest of Grantor in the Property of any kind whatsoever.

TO HAVE AND TO HOLD the Property unto Grantee and Grantee's successors and assigns forever. Grantor covenants to Grantee that Grantor owns the Property in fee simple; that the Property is free from all encumbrances made, done or suffered by Grantor except matters of record; and that Grantor will warrant and defend Grantee's quiet and peaceful possession of the Property against all other lawful claims whatsoever arising by or through Grantor.

[Signature Page Follows]

Attachment: f Supporting Docs USPS (12543 : CR 491 S. –Land Acquisition–United States Postal Service–Reinstatement of Purchase & Sale

GRANTOR:

SIGNED IN THE PRESENCE OF
THE FOLLOWING WITNESSES:

United States Postal Service

_____
Print Name: _____

_____
By: Tom Russell
Its: Contracting Officer

Dated as of February, ____ 2021

_____
Print Name: _____

State of North Carolina)
County of Guilford)

The foregoing instrument was acknowledged before me this _____ day of February 2021, by Tom Russell as the Contracting Officer of the United States Postal Service, on behalf of the United States Postal Service. He is personally known to me.

_____
Notary Public

This Instrument was prepared by:

Rozann M. Heininger
Attorney
United States Postal Service
1720 Market St., Room 2400
St. Louis, MO 63155

Attachment: f Supporting Docs USPS (12543 : CR 491 S. –Land Acquisition–United States Postal Service–Reinstatement of Purchase & Sale

EXHIBIT A

Legal Description

A portion of lands as described in Official Records Book 941, Page 2091, as recorded in Public Records of Citrus County, Florida. Also being a portion of the Southwest quarter of the Northeast quarter of Section 4, Township 19 South, Range 18 East, Citrus County, Florida, being more particularly described as follows:

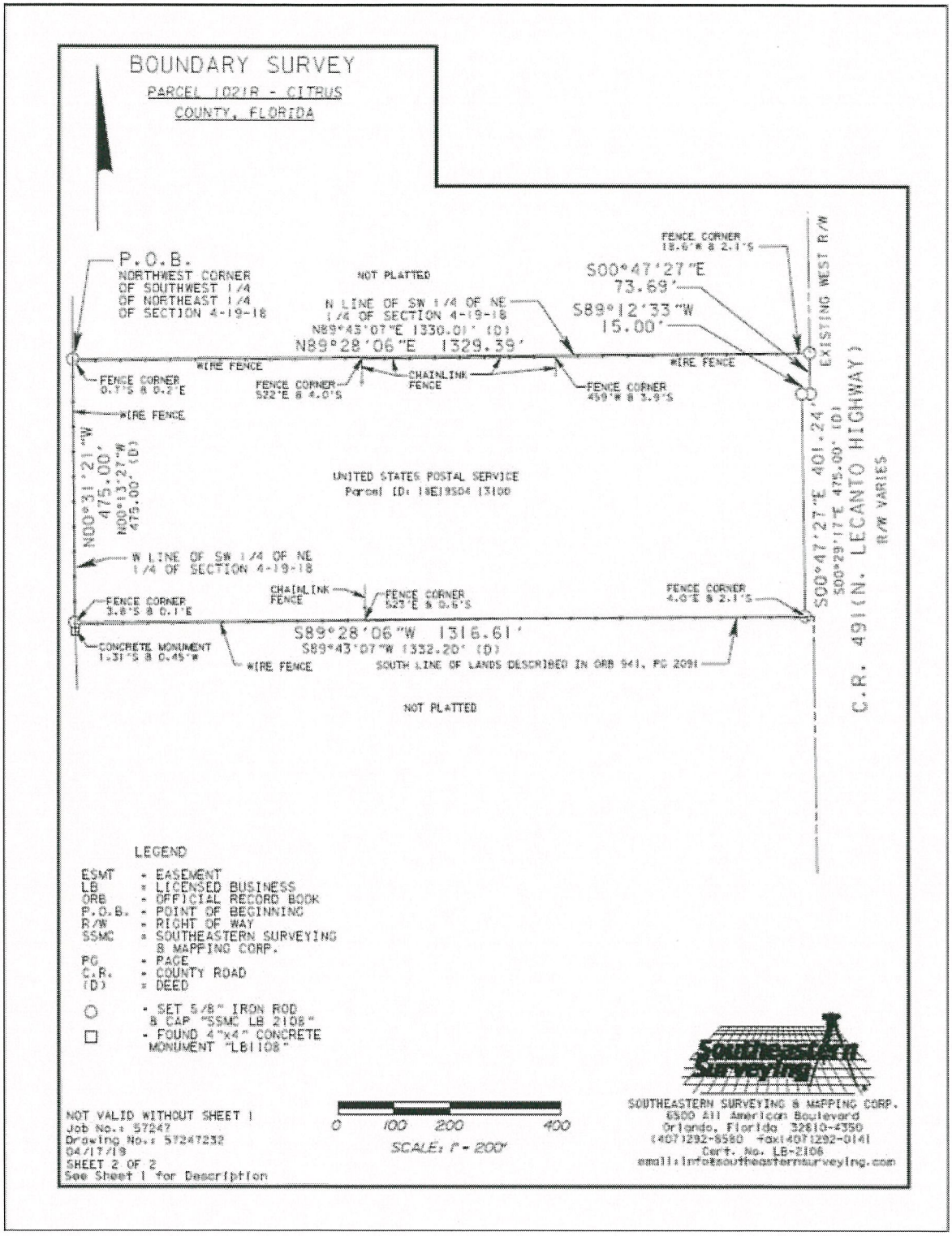
Begin at the Northwest corner of the Southwest quarter of the Northeast quarter of Section 4, Township 19 South, Range 18 East, Citrus County, Florida; thence North 89°28'06" East a distance of 1329.39 feet along the North line of said Southwest quarter of the Northeast quarter of Section 4 to the existing West Right of Way line of County Road 491 (N. Lecanto Highway); thence along said West Right of Way line the following three (3) courses and distances, South 00°47'27" East a distance of 73.69 feet; thence South 89°12'33" West a distance of 15.00 feet; thence South 00°47'27" East a distance of 401.24 feet to the South line of lands as described in Official Records Book 941, Page 2091 as recorded in the Public Records of Citrus County, Florida; thence South 89°28'06" West a distance of 1316.61 feet along said South line to the West line of the Southwest quarter of the Northeast quarter of said Section 4; thence North 00°31'21" West a distance of 475.00 feet along said West line to the POINT OF BEGINNING.

Containing 14.370 acres, more or less.

Attachment: f Supporting Docs USPS (12543 : CR 491 S. –Land Acquisition–United States Postal Service–Reinstatement of Purchase & Sale

EXHIBIT B

Boundary Survey



Attachment: f Supporting Docs USPS (12543 : CR 491 S. –Land Acquisition–United States Postal Service–Reinstatement of Purchase & Sale

Exhibit C

Owners Affidavit

Attachment: f Supporting Docs USPS (12543 : CR 491 S. –Land Acquisition–United States Postal Service–Reinstatement of Purchase & Sale

Attachment: f Supporting Docs USPS (12543 : CR 491 S. –Land Acquisition–United States Postal Service–Reinstatement of Purchase & Sale

OWNER'S AFFIDAVIT

STATE OF NORTH CAROLINA
COUNTY OF GUILFORD

BEFORE ME, the undersigned authority, duly authorized Contracting Officer personally appeared Tom Russell (the "**Affiant**") who, after first being duly sworn, deposes and states as follows:

1. **POSITION OF AFFIANT.**

That the Affiant is the Contracting Officer for the United States Postal Service (the "**Owner**"),), and makes this Affidavit to the best of his knowledge.

2. **DESCRIPTION OF REAL PROPERTY**.

That the Owner is the fee simple owner of certain real property (the "**Property**") situate, lying and being in Citrus County, Florida and more particularly described as follows:

The Property is described and set forth in **Exhibit "A"** attached hereto and made a part hereof.

3. **NO ADVERSE CLAIMS TO TITLE**.

That there are no existing disputes or questions as to ownership of the Property by the Owner; that the Affiant is aware of no claims, demands, liens, or judgments affecting any portion of the Property adverse to the Owner's ownership interests; and that there are no contracts for the purchase of the Property.

4. **PRIOR ENCUMBRANCES, MORTGAGES, ETC.**

That there are no easements, mortgages or any other encumbrances whatsoever affecting any portion of the Property except as set forth in that certain Commitment for Title Insurance issued by American Government Services Corporation (the **"Title Agent"**) on behalf of Stewart Title Insurance Company (the **"Title Company"**) under File Number 25746-1021 (the **"Commitment"**).

5. **PARTIES IN POSSESSION.**

That the Owner is in actual possession of the Property and no other person is in possession of or has any right to claim possession of any portion of the Property.

6. **IMPROVEMENTS WITHIN PAST ONE HUNDRED TWENTY (120) DAYS**.

That there are no unpaid bills or claim for labor or service performed, or material furnished or delivered during the immediately preceding 120 days for alterations, repair, work or new construction on the Property except those to be paid in the normal course of business or work performed by Citrus County, Florida.

7. **NO SPECIAL ASSESSMENTS, LIENS, ETC.**

That there are no other liens affecting the Property such as tax liens or special assessment liens for drainage, paving, community or homeowners' associations.

8. **NO LAWSUITS/JUDGMENTS/BANKRUPTCY PROCEEDINGS**.

There is no action or proceeding relating to the Property in any federal court nor is there any federal lien, attachment, judgment or other encumbrance created by the actions or inactions of Owner that constitutes a lien upon the Property. Owner is not subject to the jurisdiction of state courts nor is Owner subject to state lien laws.

9. **PURPOSE OF AFFIDAVIT**.

That this Affidavit is made to induce the Title Agent and the Title Company to issue Owner's Policy of Title Insurance in connection with the sale of the Property.

10. **FURTHER ASSURANCES AS TO TITLE.**

That there are no matters pending which could result in a lien on the Property prior to the recordation of the documents creating the interest to be insured, and that Affiant has not and will not execute any instrument nor take any action that would adversely affect the title or interest to be insured.

11. **ACKNOWLEDGMENTS OF AFFIANT.**

That the Affiant further states that he is familiar with the nature of an oath, and with the penalties as provided by the laws of the State of Florida for falsely swearing to statements made in an instrument of this nature. The Affiant further certifies that he has read, or has heard read to him, the full facts of this Affidavit and understands its contents.

[execution signatures on the following page]

Attachment: f Supporting Docs USPS (12543 : CR 491 S. –Land Acquisition–United States Postal Service–Reinstatement of Purchase & Sale

Dated this ____ day of February, 2021.

_____
Tom Russell, Contracting Officer

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2021, by Tom Russell, who is ☐ personally known to me.

_____
Notary Public Signature
Print Notary Name:_____
My commission expires:_____

[AFFIX NOTARY SEAL]

Attachment: f Supporting Docs USPS (12543 : CR 491 S. –Land Acquisition–United States Postal Service–Reinstatement of Purchase & Sale

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Commence at the Northwest corner of the Southwest quarter of the Northeast quarter of Section 4, Township 19 South, Range 18 East, Citrus County, Florida; thence North 89°28'06" East a distance of 1329.39 feet along the North line of said Southwest quarter of the Northeast quarter of Section 4 to the existing West Right of Way line of County Road 491 (N. Lecanto Highway); thence South 00°47'27" East a distance of 73.69 feet along said West Right of Way line to the POINT OF BEGINNING; thence departing said West Right of Way line, South 89°12'33" West a distance of 15.00 feet; thence South 00°47'27" East a distance of 401.24 feet to the South line of lands as described in Official Records Book 941, Page 2091 as recorded in the Public Records of Citrus County, Florida; thence North 89°28'06" East a distance of 15.00 feet along said South line; to the aforementioned West Right of Way line thence North 00°47'27" West a distance of 401.31 feet along said West Right of Way line to the POINT OF BEGINNING.

Containing 0.138 acres, more or less, or 6019 square feet, more or less

Attachment: f Supporting Docs USPS (12543 : CR 491 S. –Land Acquisition–United States Postal Service–Reinstatement of Purchase & Sale

AGENDA MEMORANDUM

FROM:	Mariselle Rodriguez, Community Services Director
SUBJECT:	Elder Options Coronavirus Consolidated Appropriation Act 2020
AGENDA DATE:	**March 09, 2021**

BRIEF OVERVIEW:

Citrus County Support Services is requesting permission to accept funding under the CORONAVIRUS CONSOLIDATED APPROPRIATIONS ACT Funding for the Older American's Act NUTRITION Programs from the Mid Florida Area Agency on Aging dba Elder Options. This is in addition to our existing OAA funding.

This program runs from February 1, 2021 through September 30, 2022. No application is required.

These funds will serve the elderly citizens of Citrus County during this disaster by providing meals and nutrition services. The initial allocation is $136,990.06.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
					$0

No cash match required

RECOMMENDED ACTION:

Adopt and authorize the Chairman to execute a Resolution authorizing execution of the contract, amendments and necessary documents for the Coronovirus Consolidated Appropriations Act funding for the Older American's Act meal Programs until funds are depleted, after review from the County Attorney. No cash match required.

Resolution _____

Resolution Authorizing the Execution of a Contract for Funding of Aging Programs with the Mid-Florida Area Agency on Aging, Inc. DBA Elder Options to Provide Services Under the Coronavirus Response and Relief Supplemental Appropriations Act.

WHEREAS, the Citrus County Board of County Commissioners, a unit of general purpose government duly authorized to conduct business under Florida Statute 125, has determined that it is in the best interest of the older population, which it serves, to enter into a contract with Mid-Florida Area Agency on Aging, Inc. DBA Elder Options to provide services under the Coronavirus Response and Relief Supplemental Appropriations Act until the funds are depleted, and

WHEREAS, Citrus County staff has read or reviewed or will read or review the contract and is familiar with the matters contained, therein and that the Board is able to represent that the contractual duties that are to be undertaken are within their scope, purpose and capacity, and

WHEREAS, Citrus County employs, or will employ, a sufficient number of staff who are qualified by education and experience to fully and faithfully execute all the duties and responsibilities assumed by Citrus County in relation to the programs for which financial assistance will be provided, and now, therefore,

BE IT RESOLVED that the Chairman and 1st Vice Chairman, respectively, of the Citrus County Board of County Commissioners, shall be authorized to sign the contract, with Mid-Florida Area Agency on Aging, Inc. as well as any amendments and renewal documents, after review by the County Attorney's office,

THIS RESOLUTION was duly adopted and recorded in the minutes this 9th day of March, 2021

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA

_____
Scott Carnahan, Chairman

Attested:

_____
Clerk

APPROVED AS TO FORM FOR THE
RELIANCE OF CITRUS COUNTY ONLY

_____
DENISE A DYMOND LYN
COUNTY ATTORNEY

2021-2022 - Coronavirus Response and Relief Supplemental Appropriations Act

Attachment: 21-22 Resolution Coronavirus Response Act (12590 : Elder Options Coronavirus Consolidated Appropriation Act 2020)

AGENDA MEMORANDUM

FROM:	Charles R. Oliver, County Administrator
SUBJECT:	Contribute $18,842.67 to the Citrus County School District as one half the cost of a new natural gas
AGENDA DATE:	**March 09, 2021**

BRIEF OVERVIEW:

The School District many years ago installed a generator at Lecanto Primary School. The generator needs to be replaced. The School is used as the County's pet friendly shelter in a Hurricane. We have verbally agreed, subject to Board approval to pay $18,842.67 as one-half the cost of the generator and installation. The School district will be responsible for maintenance and fuel.

We understand from School District staff that the lead time on the generator is around 13-15 weeks and with Hurricane season approaching they want to order it as soon as possible.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
					$0

RECOMMENDED ACTION:

Approve Payment of $18,842.67 to the Citrus County School District for a new generator at the Lecanto Primary site.

AGENDA MEMORANDUM

FROM:	Denise A. Dymond Lyn, County Attorney
SUBJECT:	Florida Development Finance Corp (FDFC) Interlocal Agreement
AGENDA DATE:	**March 09, 2021**

BRIEF OVERVIEW:

Waste Pro USA, Inc. has requested the issuance of bonds through the Florida Development Finance Corporation (FDFC) to provide financing for the acquisition, construction and equipping of solid waste disposal facilities located throughout the State of Florida and used in connection with the disposal, conversion, or reclamation of solid waste. Waste Pro USA, Inc. anticipates that a portion of the Bond proceeds will be utilized to finance or refinance improvements to the Citrus County Facilities located at 1027 Overdrive Circle, Hernando and 3890 W. Grover Cleveland Blvd., Homosassa. As a result, FDFC would like to enter into an Interlocal Agreement with the County whereby the Board consents to the issuance of the Bonds.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
					$0

RECOMMENDED ACTION:

a. If approved, authorize the Chairman to execute the Resolution Authorizing Interlocal Agreement with Florida Development Finance Corporation (FDFC).

b. Authorize the Chairman to execute an Interlocal Agreement between Citrus County, Florida and Florida Development Finance Corporation (FDFC).

Attachment: Interlocal Agreement - FDFC and Citrus County Final (12558 : Florida Development Finance Corp (FDFC) Interlocal Agreement)

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") dated this _____ day of _____, 2021, is made by and between CITRUS COUNTY, FLORIDA, a political subdivision of the State of Florida (the "County") and the FLORIDA DEVELOPMENT FINANCE CORPORATION (the "FDFC").

WHEREAS, the Legislature of the State of Florida (the "Legislature") adopted the Florida Development Finance Corporation Act of 1993 (the "Act"); and

WHEREAS, the Legislature determined that it was necessary, in order to achieve the purposes of the Act, as amended, to create a special development finance authority to cooperate and act in conjunction with public agencies of Florida's state and local governments through interlocal agreements pursuant to the Florida Interlocal Cooperation Act of 1969, as amended (the "Interlocal Act"), in the promotion and advancement of projects related to economic development throughout the State of Florida (the "State"); and

WHEREAS, pursuant to the Act, the FDFC was created with the power to function for any purposes of the Act within the corporate limits of any public agency once it has entered into an interlocal agreement with that public agency; and

WHEREAS, the County and the FDFC desire to enter into this Interlocal Agreement to allow the FDFC to issue bonds or other indebtedness for projects located within the unincorporated limits of the County, including without limitation bonds which will be issued to provide financing for Waste Pro USA, Inc., a Florida corporation, and/or one or more of its affiliates (collectively, the "Borrower"), for the acquisition, construction and equipping of solid waste disposal facilities located throughout the State and used in connection with the disposal, conversion, or reclamation of solid waste, including without limitation, the Borrower's solid waste facilities located at 1027 Overdrive Circle, Hernando, Florida, 34442 and 3890 W. Grover Cleveland Blvd., Homosassa, Florida, 34446 (collectively, the "Project"); and

WHEREAS, the County and the FDFC agree as follows:

Section 1. Authorization to Act.

The County and the FDFC agree that the FDFC will have the full right, power and authority to exercise all powers set forth in the Act within the jurisdiction of the County to finance the Project, subject to the terms and conditions set forth herein.

Section 2. Costs and Indebtedness.

The FDFC will be solely responsible for all indebtedness, liabilities, costs or expenses of FDFC and the County (including its counsel) incurred in carrying out this Agreement. In addition, bonds, notes or other indebtedness issued by the FDFC pursuant to this Interlocal Agreement:

a. will not constitute and will not be construed as a debt, liability, or obligation of the County, the State, or any subdivision thereof;
b. will not constitute and will not be construed as a pledge of the faith and credit or any taxing power of the County or the State or any subdivision thereof;
c. will be limited obligations of the FDFC payable solely from and secured by a pledge of payments made by the FDFC and other funds provided therefore; and
d. will not reference in any context, except for geographic purposes, the County on or within said bonds, notes, or other forms of indebtedness.

Section 3. FDFC Operations.

The FDFC shall be responsible for administering its own affairs pursuant to the Act and this Agreement and will not be required to obtain any further approval, consent or authorization from the County, except as the Act or any other provision of applicable law or this Agreement may provide.

Section 4. Duration of Agreement.

The terms of this Agreement will be for a one year period and shall automatically be renewed each year for an additional one year period unless the County or the FDFC provide written notice to the other party that the party wishes to terminate this Agreement. If that notice has been provided, this Agreement will terminate on or before sixty (60) days from the receipt of the notice. Such termination shall not affect any bonds, notes or other indebtedness issued by the FDFC pursuant to this Agreement prior to the effective date of any termination of this Agreement.

Section 5. No Personal Liability. No covenant or agreement contained in this Agreement shall be deemed to be a covenant or agreement of any member, officer, agent or employee of the County in his or her individual capacity and no member, officer, agent or employee of the County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

Section 6. Indemnity. Each of the Borrower and FDFC, by its approval and acknowledgment at the end of this Agreement, agrees to indemnify and hold harmless the County, their officers, employees and agents, from and against any and all losses, claims, damages,

Attachment: Interlocal Agreement - FDFC and Citrus County Final (12558 : Florida Development Finance Corp (FDFC) Interlocal Agreement)

liabilities or expenses, including, but not limited to, losses, claims, damages, liabilities or expenses (including reasonable fees and expenses of attorneys, accountants, consultants and other experts), arising out of, resulting from, or in any way connected with this Agreement or the issuance of the bonds, other than any such losses, damages, liabilities or expenses arising from the willful misconduct of the County. The indemnity provided by this Section shall survive the expiration or termination of this Agreement.

Section 7. Severability. If any one or more of the sections of this Agreement are held to be contrary to any express provision of law or contrary to any policy of express law, although not expressly prohibited, contrary to any express provision or provision of public policy or for any reason held invalid, then those sections will be null and void and will be deemed separate from any other sections of this Agreement.

Section 6. Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be an original; but such counterparts shall together constitute but one and the same Agreement, and in making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

Section 7. Filing of Agreement. It is agreed that this Agreement shall be filed by FDFC or its authorized agent or representative with the Clerk of the Circuit Court of Citrus County, Florida all in accordance with the Interlocal Act, and that this Agreement shall not become effective until so filed.

Section 8. Governing Law. This Agreement is being delivered and is intended to be performed in the State of Florida, and shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of such State.

[Signature Pages Follow]

Attachment: Interlocal Agreement - FDFC and Citrus County Final (12558 : Florida Development Finance Corp (FDFC) Interlocal Agreement)

IN WITNESS WHEREOF, the County, the Borrower and the FDFC have caused this Agreement to be executed by their duly authorized representatives.

FLORIDA DEVELOPMENT FINANCE CORPORATION

By: _____

Its: _____

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____, 2021 by William F. Spivey, Jr., Executive Director, of the Florida Development Finance Corporation, on behalf of the corporation. He is personally known to me or has produced (type of identification) as identification.

_____
(Signature of person taking acknowledgment)

_____
(Name typed, printed or stamped)

_____
(Title or rank)

_____
(Serial number, if any)

Attachment: Interlocal Agreement - FDFC and Citrus County Final (12558 : Florida Development Finance Corp (FDFC) Interlocal Agreement)

WASTE PRO USA, INC.

By: _____

Its: _____

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____, 2021 by _____, as _____ for Waste Pro USA, Inc., on behalf of the corporation. He is personally known to me or has produced (type of identification) as identification.

_____
(Signature of person taking acknowledgment)

_____
(Name typed, printed or stamped)

_____
(Title or rank)

_____
(Serial number, if any)

Attachment: Interlocal Agreement - FDFC and Citrus County Final (12558 : Florida Development Finance Corp (FDFC) Interlocal Agreement)

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY, FLORIDA

By: _____
Scott Carnahan, Chair

(SEAL)

ATTEST:

_____
Angela Vick, Clerk of the Circuit Court and Comptroller

Attachment: Interlocal Agreement - FDFC and Citrus County Final (12558 : Florida Development Finance Corp (FDFC) Interlocal Agreement)

Attachment: Resolution Authorizing Interlocal Agreement - FDFC and Citrus County Final (12558 : Florida Development Finance Corp (FDFC)

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA; APPROVING THE INTERLOCAL AGREEMENT WITH THE FLORIDA DEVELOPMENT FINANCE CORPORATION; AUTHORIZING THE FLORIDA DEVELOPMENT FINANCE CORPORATION TO EXERCISE ITS POWERS AS SET FORTH IN CHAPTER 288, PART X, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Development Finance Corporation (the "Issuer") was created by the Florida Development Finance Corporation Act, Chapter 288, Part X, Florida Statutes (the "Act"), which provides, in part, that the Issuer may issue revenue bonds to finance projects for the benefit of approved Florida businesses to enhance the economic development of the State of Florida, provided that the Issuer has entered into an interlocal agreement with the local governmental agency in which the project will be located; and

WHEREAS, Waste Pro USA, Inc., on behalf itself and one or more of its affiliates (collectively the "Borrower") has requested the issuance of the Issuer's Solid Waste Disposal Revenue Bonds (Waste Pro USA, Inc. Project), Series 2021 (the "Bonds") to provide financing for the acquisition, construction and equipping of solid waste disposal facilities located throughout the State of Florida and used in connection with the disposal, conversion, or reclamation of solid waste (collectively, the "Project"); and

WHEREAS, the Project will be financed as part of an ongoing plan of financing for eligible capital projects to be used as solid waste facilities including, but not limited to, the Borrower's facilities located at 1027 Overdrive Circle, Hernando, Florida 34442 and 3890 W. Grover Cleveland Blvd., Homosassa, Florida 34446 (the "Citrus County Facilities"); and

WHEREAS, the Borrower anticipates that a portion of the Bond proceeds in an amount not to exceed $4,000,000 will be utilized to finance or refinance improvements to the Citrus County Facilities which improvements include, but are not limited to, solid waste collection containers and compactors, and related machinery and equipment; and

WHEREAS, as a result of the anticipated economic benefits associated with the Project, the issuance of the Bonds for the purposes of financing and refinancing the Project is deemed to be in the best interests of the citizens of Citrus County.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Citrus County, Florida as follows:

Section 1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by reference.

Section 2. Approval of Interlocal Agreement. The Interlocal Agreement between the County and the Issuer, which authorizes the FDFC to issue bonds as set forth in Chapter 288, Part X, Florida Statutes, within the jurisdictional limits of the County, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference as if fully set forth herein, is hereby approved.

Section 3. Consent to Issuance of Bonds for the Project. Based upon the foregoing, and pursuant to the terms of the Interlocal Agreement, the Board hereby consents to the issuance by the Issuer of the Bonds for the purposes of financing or refinancing the Project, in an aggregate principal amount not to exceed $4,000,000.

Section 4. Limitation. The issuance of bonds approved hereunder and the interest thereon shall not constitute an indebtedness or pledge of the general credit or taxing power of the County, the State of Florida or any political subdivision or agency thereof but shall be payable solely from the revenue pledged therefor pursuant to a loan agreement and/or other financing agreement entered into by the Issuer prior to or contemporaneously with the issuance of the bonds. The approval given herein is solely for the purposes of the Act and shall not be construed as an approval of any zoning application or any regulatory permit required in connection with the Project, nor creating any vested rights with respect to any land use regulations, and the Board of County Commissioners shall not be construed by virtue of its adoption of this Resolution to have waived, or be estopped from asserting, any authority or responsibilities it may have in that regard. Additionally, the approval granted herein shall not be construed as approval by the Board of County Commissioners of the financial feasibility of the Project or of any financial matters with respect to the Project, the Borrower or the Bonds.

Section 5. Repealing Clause. All restrictions or resolutions or portions thereof in conflict herewith are, to the extent of such conflict, hereby superseded and repealed.

Section 6. Effective Date. This resolution shall take effect immediately upon its adoption.

Attachment: Resolution Authorizing Interlocal Agreement - FDFC and Citrus County Final (12558 : Florida Development Finance Corp (FDFC)

DONE AND RESOLVED this ____ day of _____, 2021.

BOARD OF COUNTY COMMISSIONERS
CITRUS COUNTY, FLORIDA

By: _____
Scott Carnahan, Chair

(SEAL)

ATTEST:

_____
Angela Vick, Clerk of the Circuit Court and Comptroller

Exhibit A: Interlocal Agreement

Attachment: Resolution Authorizing Interlocal Agreement - FDFC and Citrus County Final (12558 : Florida Development Finance Corp (FDFC)

EXHIBIT A

FORM OF INTERLOCAL AGREEMENT

Attachment: Resolution Authorizing Interlocal Agreement - FDFC and Citrus County Final (12558 : Florida Development Finance Corp (FDFC)

AGENDA MEMORANDUM

FROM:	Michael Sherman,
SUBJECT:	Set date for Impact Fee Update Public Hearing
AGENDA DATE:	**March 09, 2021**

BRIEF OVERVIEW:

The Citrus County Impact Fee Ordinance which comprises Chapter 54 of the Citrus County Code of Ordinances is updated every 5 years. Florida Statutes (163.31801(3)(a)) requires that the calculation of impact fees be based on the most recent and localized data for the community. The purpose of the ordinance amendment is to update the County's' Impact Fee program and ordinance, based on the Technical Report entitled "Citrus County Impact Fee Update for Transportation, Schools, Parks, Libraries, Law, Fire, EMS and Public Buildings"

On February 23, the BOCC meeting, Staff was directed to do the following:

a. Schedule an agenda item to set a public hearing date for March 23, 2021 to consider Ordinance OA-21-01 which updates the Citrus County Impact Fee program and schedule.
b. Provide additional information regarding reducing the impact fee for accessory dwelling units.

BUDGET IMPACT/FUNDING SOURCE:

RECOMMENDED ACTION:

Set public hearing date on March 23, 2021 at 2:00PM to review and consider Ordinance OA-21-01, amending the Fee Schedule of Chapter 54 - Impact Fees of the Citrus County Code, aka the Citrus County Impact Fee Ordinance for Transportation, Schools, Parks, Library, Fire, EMS, Law and Public Buildings.

Accessory Dwelling Units:
A Smart Growth Tool for Providing Affordable Housing

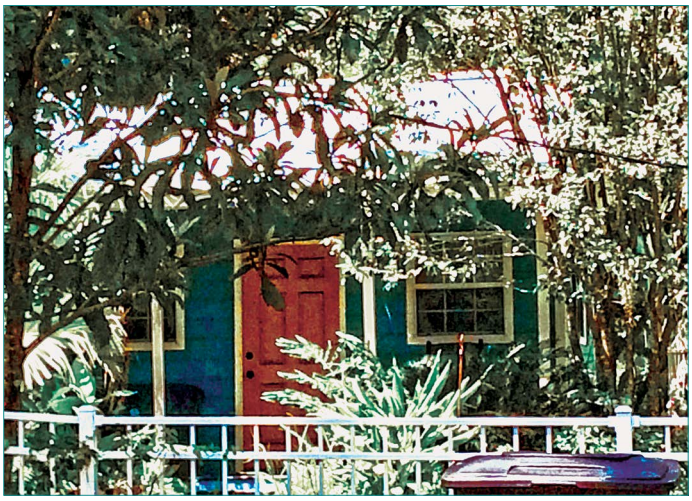
By Jaimie Ross, President & CEO of the Florida Housing Coalition

An accessory dwelling unit (ADU) is a residential unit that is secondary to the primary residence of the homeowner. It can be an apartment within the primary residence or it can be an attached or freestanding home on the same lot as the primary residence. The concept of an accessory dwelling unit is to have an additional complete residence, meaning a place for sleeping, bathing, and eating independent of the primary home. An ADU is a tool for providing affordable rental housing and promoting smart growth. These smaller housing units are typically infill units built where there is existing infrastructure, making greater use of the already developed land.

The Value of an Accessory Dwelling Unit

An accessory dwelling unit creates affordable housing in two ways: the secondary (accessory) dwelling is a small rental unit that will ordinarily rent at a price within the means of lower income persons; at the same time, the rental income from the accessory dwelling unit can render the primary residence more affordable by virtue of the income it generates for the resident owner of the primary residence. Ordinarily, the accessory dwelling unit is smaller than the primary residence of the homeowner. But, if permitted by the local government, the owner may choose to live in the smaller unit and rent out what was the primary residence. At first blush this arrangement may seem odd, but in the case of a family that now has a single elderly member living on a fixed income, this arrangement can provide the perfect affordable living solution; a more appropriately sized living space and a higher rental income.

AARP engaged the American Planning Association (see resources sidebar on page 20) to develop a model state act and local ordinance as a resource for meeting the affordable needs of elder Americans. ADUs are particularly well suited for lower income elderly because in addition to increasing affordability, the elderly homeowner may also obtain companionship and needed services from the tenant in the ADU. The use of ADUs can assist the elderly to "age in place". An example of this cited in the Public Policy Institute publication is from Daly City, California:



This cottage is an example of a detached accessory dwelling unit built in the side/backyard with roof lines, colors, and architectural design that matches the larger primary home.

Attachment: Accessory-Dwelling-Units-A-smart-growth-tool-for-providing-affordable-housing (1) (12582 : Set date for Impact Fee Update Public

"One homeowner with Alzheimer's was able to trade ADU quarters for medical services from an ADU tenant, a nurse, who was also delighted by the arrangements."

Permitting accessory dwelling units is a way for government to create an environment in which the private sector can produce affordable housing, without having to invest public dollars. Removing the land use barriers which prevent accessory dwelling units from being built may be all that local government needs to do for affordable accessory dwelling units to be built. This is an example of how regulatory reform can increase the supply of affordable housing.

However, if the purpose in permitting accessory dwelling units is to increase the supply of affordable housing, local governments need to be thoughtful about the manner in which ADUs are permitted. Without conditions placed upon the use of ADUs, the garage apartment in an expensive or desirable area could end up an "illegal use" such as a Bed and Breakfast. If local governments want to encourage the production of ADUs for affordable housing, a loan program to assist the homeowner in developing the unit is an effective way of providing an incentive for development together with an assurance of affordability through a recorded land use restriction agreement made in conjunction with the loan.

Permitting accessory dwelling units is a way for government to create an environment in which the private sector can produce affordable housing, without having to invest public dollars.

Obstacles to Accessory Dwelling Units

Traditional "Euclidian" zoning separates land uses in a way that prohibits more than one single residence on a platted lot, regardless of the acreage. If two or more residences are situated on a single lot, they would need to be in a more intensive residential zone, such as one that permits duplexes or multi-family housing.

Some single family zoning may permit an accessory dwelling unit, but require that special circumstances be shown to warrant the use, such as a unit limited to use as a "granny flat" or "mother-in law" suite to accommodate immediate family members. The local zoning code may also limit the accessory dwelling use by proscribing separate metering of the accessory dwelling unit. In short, there may be a number of land use regulations to overcome. Another obstacle to ADUs may be neighborhood or community resistance. The owners of single family homes may object to having renters in their neighborhood; they may fear increased traffic and parking, or perceive a threat to their property value.

Promotion of ADUs as an Affordable Housing Strategy

When the SHIP Legislation was adopted in 1992*, included in the list of regulatory reform items for consideration by all SHIP jurisdictions (all counties and entitlement cities in Florida), was permitting accessory dwelling units in all residential areas. Most jurisdictions did not opt to include this incentive, but a number of jurisdictions in Florida do make some provision for accessory dwelling units.

In 2004, Chapter 163 Florida Statutes, was amended to include Section 163.31771 entitled "Accessory dwelling units." The law encourages local governments in Florida, especially those in urban areas, to permit accessory dwelling units in all areas zoned for single-family residential use. The purpose of this legislation is to increase the production of affordable rental housing. To that end, the statute provides that "an application to construct an accessory dwelling unit must include an affidavit from the applicant which attests that the unit will be rented at an affordable rate to extremely low income, very low income, low income or moderate income person or persons." The statute also states that each affordable accessory dwelling unit shall apply toward satisfying the affordable housing component of the housing element in the local government's comprehensive plan. Local governments in Florida are, of course, empowered to permit accessory dwelling units without this statute, but the statute brings this underutilized tool to the fore and makes

Attachment: Accessory-Dwelling-Units-A-smart-growth-tool-for-providing-affordable-housing (1) (12582 : Set date for Impact Fee Update Public

explicit the connection to local government comprehensive planning obligations.

Considerations for ADU Ordinances

Accessory dwelling units could be permitted without adoption of a separate ordinance by simply having accessory dwelling units enumerated as a permitted use within the single family residential use category. It is unlikely, however, that this will be the chosen vehicle, as it fails to provide the parameters for the development and use of accessory dwelling units, which are key to successfully balancing the production of affordable rental housing with the concerns of the existing single family homeowners.

Virtually all ADU ordinances require that the owner reside in either the primary or the secondary unit. But there are a number of issues that can be decided differently depending upon community needs. All programs for the development of ADUs should consider the following:

This is an example of an attached accessory apartment in the back of this single family home. Neither the accessory apartment or the off-street parking are visible from the front of the house.

- Conditional use or "by right" – If the ADU is a conditional use, a public hearing would be required – this makes the process more difficult for the applicant, but provides a forum for input from the neighborhood. If the ADU is "by right" it is a permitted use and, provided the application meets the requirements in the ordinance, it will be approved administratively, without public hearing.

- Permitting process – To encourage the development of ADUs, local government can create a user friendly process for construction which includes expedited processing (a requirement under the SHIP program), a manual to help the homeowner, and a staff person charged with overseeing the program.

- Size regulations – ADU ordinances commonly have a minimum lot size for the total parcel and a maximum ADU size. The goal is to maintain the aesthetic integrity of the single family neighborhood. Performance standards rather than arbitrary size limitations may better address neighborhood concerns.

- Design requirements – To ensure compatibility and maintain the aesthetic character of the neighborhood, an ADU ordinance may set forth minimum design standards and have architectural review requirements.

- Parking requirements – To avoid parking problems in an urban area, the ordinance may require that there be sufficient on-street parking or off-street parking, or may require that parking be at the back of the residence.

- Type of unit – Different considerations may apply if the ADUs are within the primary residence, such as a basement apartment; attached to the primary residence, such as a garage apartment; or detached from the primary residence, such as a cottage.

- Occupancy restrictions – Some ordinances may prescribe the maximum number of people who can live in the ADU or the type of renters, such as limiting the rental to relatives or the elderly.

- Incentives to produce ADUs – Loans for the production of the ADU may make it easier to monitor for affordability and assist the local government in directing applicants on its rental waiting lists to affordable ADUs.

- Monitoring – Some ADU programs have an annual affidavit requirement or other means for monitoring whether the ADU continues to be used in accordance with the local ADU requirements.

Attachment: Accessory-Dwelling-Units-A-smart-growth-tool-for-providing-affordable-housing (1) (12582 : Set date for Impact Fee Update Public

ADUs do not have to be an afterthought. New construction of single-family homes could also include construction of an ADU. "Carriage houses" accessible from alleys are commonly found in the "New Urbanism" or Traditional Neighborhood Design. But without an ADU ordinance requirement that these units be affordable, the carriage houses in this "new urbanism" community exceed affordable rents, as the desirability of the traditional neighborhood design development drives housing prices out of the affordable range.

One of the keys to a successful program is the information and technical assistance provided to the community and the prospective developer/owner of an ADU. To ensure the success of its program, Montgomery County, Maryland has a guidebook to assist applicants through the permitting process for accessory apartments. The County also assists the applicant by having a staff person assigned to help applicants through the process.

In 2004, the Environmental Protection Agency gave the city of Santa Cruz California the National Award for Smart Growth Achievement for its Accessory Dwelling Unit Policies and Regulations, which includes a manual for developing ADUs, including architectural designs. You can access the Santa Cruz manual and ADU prototypes on line at: http://www.cityofsantacruz.com/home/showdocument?id=8875

If your local government would like technical assistance to help develop an accessory dwelling unit ordinance or navigate the issues to be addressed with accessory dwelling unit ordinances, contact the Florida Housing Coalition at (850) 878-4219, or Jaimie Ross at ross@flhousing.org HNN

Resources for ADU Models

"Accessory Dwelling Units: Model State Act and Local Ordinance," Public Policy Institute, Rodney L. Cobb & Scott Dvorak, American Planning Association
http://assets.aarp.org/rgcenter/consume/d17158_dwell.pdf

Examples:

Massachusetts Smart Growth Toolkit Bylaws
http://www.horsleywitten.com/services/planning/smart-growth-low-impact-development/

Santa Cruz California ADU Manual
http://www.cityofsantacruz.com/home/showdocument?id=8875

State of Georgia (Department of Community Affairs)
http://www.dca.state.ga.us/intra_nonpub/Toolkit/ModelOrdinances/TND_ModOrd.pdf

Municipal Research & Service Center of Washington "Accessory Dwelling Units Issues and Options"
http://mrsc.org/getmedia/54c058a5-4d57-4192-a214-15f2fa5ac123/ADU30.pdf.aspx

Vermont "Accessory Dwelling Units: A Guide for Homeowners"
http://accd.vermont.gov/sites/accd/files/Documents/strongcommunities/housing/2013Edition_Accessory_Apts_Brochure.pdf

Accessory Dweling Units: Model State Act and Local Ordinance
http://www.docdatabase.net/more-accessory-dweling-units-model-state-act-and-local-ordinance-577683.html

Accessory Dwelling Units Report to the Florida Legislature
http://landuselaw.wustl.edu/Articles/ADU.Report.pdf

City of Santa Cruz Accessory Dwelling Unit Development Program
http://www.cityofsantacruz.com/departments/planning-and-community-development/programs/accessory-dwelling-unit-development-program

*Florida Statute 420.9076 (4) "At a minimum, each advisory committee shall make recommendations on affordable housing incentives in the following areas: (e) the allowance of affordable accessory residential unit in residential zoning districts.

JAIMIE ROSS

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Attachment: Accessory-Dwelling-Units-A-smart-growth-tool-for-providing-affordable-housing (1) (12582 : Set date for Impact Fee Update Public

Citrus County
Impact Fee Update

for Transportation, Schools, Parks, Libraries, Law, Fire, EMS and Public Buildings

prepared by

duncan associates

February 19, 2021

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EXECUTIVE SUMMARY

The purpose of this study is to update Citrus County's impact fees for transportation, schools, parks, libraries, law enforcement, fire rescue, EMS and public buildings to ensure they continue to be based on the most current and local data available.

Background

Citrus County originally adopted impact fees in 1986. In June 2007, the County's impact fees were updated based on a 2006 study by Tindale-Oliver & Associates. The fees were adopted at 50% of the full amounts for transportation and schools and 100% for the other facilities. The Board of County Commissioners subsequently reduced the transportation impact fees to 25% in January 2009, and then suspended them effective May 26, 2010. An update prepared by Duncan Associates in 2010 proposed a major simplification of the land use categories included in the fee schedules. The updated fees were adopted at 50% for transportation and schools and at 100% for the other facilities in February 2011, and became effective in June 2011.

The last update was prepared by Duncan Associates in 2014 and became effective in July 2015 at 50% for transportation and schools and at 100% for the other facilities. In February 2015, prior to adopting the current fees, the County Commission suspended collection of all impact fees. Transportation fees were reinstated at 50% in January 2017, schools at 50% and fire and library fees at 100% in May 2017, and the remaining fees at 100% in October 2018. The fees that the County has been collecting for the last two years are shown in Table 1.

Table 1. Current Impact Fee Schedule

Land Use	Unit	Roads (50%)	Schools (50%)	Parks	Library	Fire	EMS	Law	Public Bldgs	Total
Single-Family Detached	Dwelling	$1,697	$1,261	$675	$268	$350	$41	$267	$250	$4,809
Single-Family, Low-Income	Dwelling	$802	$1,045	$621	$247	$322	$37	$246	$230	$3,550
Single-Family, Age-Rest.	Dwelling	$654	n/a	$513	$204	$267	$31	$204	$191	$2,064
Multi-Family	Dwelling	$1,038	$1,295	$479	$190	$247	$29	$189	$177	$3,644
Multi-Family, Age-Rest.	Dwelling	$566	n/a	$358	$142	$185	$21	$141	$132	$1,545
Mobile Home Park	Pad/space	$614	$1,307	$675	$268	$350	$41	$267	$250	$3,772
RV Park	Pad/space	$614	n/a	n/a	n/a	$350	$41	$267	$250	$1,522
Assisted Care Facility	Dwelling	$139	n/a	n/a	n/a	$233	$27	$178	$167	$744
Hotel/Motel	Room	$743	n/a	n/a	n/a	$203	$24	$155	$145	$1,270
Retail/Commercial	1,000 sq. ft.	$1,248	n/a	n/a	n/a	$422	$49	$322	$302	$2,343
Office	1,000 sq. ft.	$1,687	n/a	n/a	n/a	$199	$23	$152	$142	$2,203
Industrial/Manufacturing	1,000 sq. ft.	$584	n/a	n/a	n/a	$75	$9	$58	$54	$780
Warehousing	1,000 sq. ft.	$544	n/a	n/a	n/a	$34	$4	$26	$24	$632
Mini Warehouse	1,000 sq. ft.	$219	n/a	n/a	n/a	$32	$4	$24	$23	$302
Public/Institutional	1,000 sq. ft.	$523	n/a	n/a	n/a	$152	$18	$116	$109	$918

Source: Citrus County Ordinance 2017-A25 per Land Development Code.

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Looking at Citrus County's fees over time can provide some historical perspective. Table 2 and Figure 1 below display total fees since the Great Recession for four major land use categories (single-family homes and retail, office and industrial development) The current fees for the major categories are 25% to 57% of the fees that were in effect in 2007 at the same implementation rate.

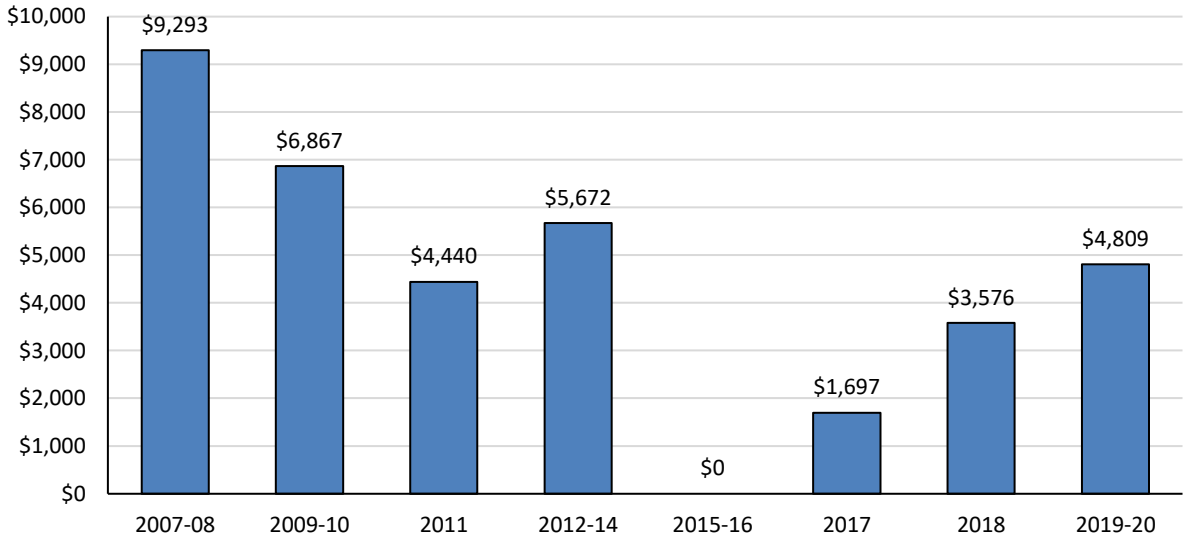
Table 2. Total Impact Fee for Typical Land Uses, 2007-2020

Time Period (Implementation Rate)	Single-Family	Fees per 1,000 square feet		
		Retail	Office	Industrial
2007 Adoption (roads/schools at 50%)	$9,293	$8,149	$7,758	$2,051
Jan. 2009-May 2010 (roads at 25%)	$6,867	$5,314	$4,597	$1,278
May 2010-June 2011 (roads suspended)	$4,440	$2,478	$1,436	$505
June 2011-Feb. 2015 (updated, roads/schools at 50%)	$5,672	$2,582	$2,346	$844
Feb. 2015-Jan. 2017 (all fees suspended)	$0	$0	$0	$0
Jan. 2017-May 2017 (roads reinstated at 50%)	$1,697	$1,248	$1,687	$584
May 2017 - Oct. 2018 (sch at 50%, fire/lib. reinstated)	$3,576	$1,670	$1,886	$659
Oct. 2018-present (all other fees reinstated)	$4,809	$2,343	$2,203	$780

Notes: Retail fee prior to June 2011 is for 50,000 sq. ft. shopping center, office fee prior to June 2011 is for 50,000 sq. ft. general office building, industrial fee prior to June 2011 is for manufacturing

Source: Citrus County records.

Figure 1. Total Single-Family Impact Fee, 2007-2020



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Updated Impact Fees

The updated fees are summarized in Table 3. These are the maximum fees calculated in this study.

Table 3. Updated Impact Fees (at 100%)

Land Use	Unit	Trans-port.	Sch.	Parks	Lib-rary	Fire	EMS	Law Enf.	Public Bldgs	Total
Single-Family Detached	Dwelling	$3,864	$4,117	$661	$308	$288	$62	$571	$298	$10,169
Single-Family, Age-Rest.	Dwelling	$1,216	$0	$469	$219	$205	$44	$407	$213	$2,773
Single-Family, Low-Income	Dwelling	$2,550	$3,556	$529	$246	$231	$50	$457	$239	$7,858
Multi-Family	Dwelling	$1,455	$2,069	$509	$237	$221	$48	$438	$229	$5,206
Multi-Family, Age-Rest.	Dwelling	$636	$0	$350	$163	$153	$33	$304	$159	$1,798
Mobile Home Park	Pad/space	$1,207	$3,880	$628	$293	$275	$59	$544	$284	$7,170
RV Park	Pad/space	$1,207	$0	$0	$0	$275	$59	$544	$284	$2,369
Hotel/Motel	Room	$933	$0	$0	$0	$111	$24	$219	$115	$1,402
Retail/Commercial	1,000 sq. ft.	$2,320	$0	$0	$0	$364	$78	$721	$377	$3,860
Office	1,000 sq. ft.	$2,368	$0	$0	$0	$173	$37	$343	$179	$3,100
Industrial/Manufacturing	1,000 sq. ft.	$858	$0	$0	$0	$75	$16	$148	$77	$1,174
Warehousing	1,000 sq. ft.	$442	$0	$0	$0	$33	$7	$66	$35	$583
Mini Warehouse	1,000 sq. ft.	$385	$0	$0	$0	$5	$1	$10	$5	$406
Public/Institutional	1,000 sq. ft.	$812	$0	$0	$0	$82	$18	$163	$85	$1,160

Source: Table 18 (transportation), Table 44 (schools), Table 55 (parks), Table 64 (library), Table 73 (law), Table 82 (fire), Table 89 (EMS) and Table 94 (public buildings).

Table 4 on the following page summarizes the updated fees at current implementation rates (50% for transportation and schools, 100% for other fees), and displays the increase or decrease in fees for each land use category and type of fee. Because the current fees are based on less than the full attributable costs calculated in the 2014 study for transportation and schools, and because the updated fees could also be adopted at reduced percentages, this is the fairest comparison with current fees.

The changes in fee amounts vary between the different fees and different land use categories. The reasons for individual fee types generally going up or down are described more fully at the conclusion of the chapters for some fee types. For example, the increase in the school fees is due to discontinuing an adjustment to student generation rates in the previous study to account for projected slower growth of school-age residents compared to growth in total population, something that is no longer supported by current projections by the Bureau of Economic and Business Research. The increase in the law enforcement fees is largely due to updating/correcting the law enforcement building inventory, which appears to have under-represented the building square footage and building value in the detention facility in the 2014 study.

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Table 4. Change in Impact Fees at Current Implementation Rates

Land Use	Unit	Transp. (50%)	Sch. (50%)	Parks	Lib-rary	Fire	EMS	Law Enf.	Public Bldgs	Total
Updated Fees at Current Implemention Rates										
Single-Family Detached	Dwelling	$1,932	$2,059	$661	$308	$288	$62	$571	$298	$6,179
Single-Family, Age-Rest.	Dwelling	$608	n/a	$469	$219	$205	$44	$407	$213	$2,165
Single-Family, Low-Income	Dwelling	$1,275	$1,778	$529	$246	$231	$50	$457	$239	$4,805
Multi-Family	Dwelling	$728	$1,035	$509	$237	$221	$48	$438	$229	$3,445
Multi-Family, Age-Rest.	Dwelling	$318	n/a	$350	$163	$153	$33	$304	$159	$1,480
Mobile Home Park	Pad/space	$604	$1,940	$628	$293	$275	$59	$544	$284	$4,627
RV Park	Pad/space	$604	n/a	n/a	n/a	$275	$59	$544	$284	$1,766
Hotel/Motel	Room	$467	n/a	n/a	n/a	$111	$24	$219	$115	$936
Retail/Commercial	1,000 sq. ft.	$1,160	n/a	n/a	n/a	$364	$78	$721	$377	$2,700
Office	1,000 sq. ft.	$1,184	n/a	n/a	n/a	$173	$37	$343	$179	$1,916
Industrial/Manufacturing	1,000 sq. ft.	$429	n/a	n/a	n/a	$75	$16	$148	$77	$745
Warehousing	1,000 sq. ft.	$221	n/a	n/a	n/a	$33	$7	$66	$35	$362
Mini Warehouse	1,000 sq. ft.	$193	n/a	n/a	n/a	$5	$1	$10	$5	$214
Public/Institutional	1,000 sq. ft.	$406	n/a	n/a	n/a	$82	$18	$163	$85	$754
Change from Current Fees										
Single-Family Detached	Dwelling	$235	$798	-$14	$40	-$62	$21	$304	$48	$1,370
Single-Family, Age-Rest.	Dwelling	-$46	n/a	-$44	$15	-$62	$13	$203	$22	$101
Single-Family, Low-Income	Dwelling	$473	$733	-$92	-$1	-$91	$13	$211	$9	$1,255
Multi-Family	Dwelling	-$310	-$260	$30	$47	-$26	$19	$249	$52	-$199
Multi-Family, Age-Rest.	Dwelling	-$248	n/a	-$8	$21	-$32	$12	$163	$27	-$65
Mobile Home Park	Pad/space	-$10	$633	-$47	$25	-$75	$18	$277	$34	$855
RV Park	Pad/space	-$10	n/a	n/a	n/a	-$75	$18	$277	$34	$244
Hotel/Motel	Room	-$276	n/a	n/a	n/a	-$92	$0	$64	-$30	-$334
Retail/Commercial	1,000 sq. ft.	-$88	n/a	n/a	n/a	-$58	$29	$399	$75	$357
Office	1,000 sq. ft.	-$503	n/a	n/a	n/a	-$26	$14	$191	$37	-$287
Industrial/Manufacturing	1,000 sq. ft.	-$155	n/a	n/a	n/a	$0	$7	$90	$23	-$35
Warehousing	1,000 sq. ft.	-$323	n/a	n/a	n/a	-$1	$3	$40	$11	-$270
Mini Warehouse	1,000 sq. ft.	-$26	n/a	n/a	n/a	-$27	-$3	-$14	-$18	-$88
Public/Institutional	1,000 sq. ft.	-$117	n/a	n/a	n/a	-$70	$0	$47	-$24	-$164

Source: Updated fees from Table 18 (transportation at 50%), Table 44 (schools at 50%), Table 55 (parks), Table 64 (library), Table 73 (law), Table 82 (fire), Table 89 (EMS) and Table 94 (public buildings); change is from current fees in Table 1.

The fees do not increase or decrease uniformly for all land use types – the change in total impact fees by land use ranges from a 28% increase for single-family units to a 43% 43%decline for warehousing. These types of variations are due to changes in demand factors (trip and student generation rates, average household size, etc.) by land use based on the most current information.

Nor are the changes similar among the eight types of fees. Weighted average changes by fee types can be estimated by assuming future development has the same mix of land uses it does today, and that growth over the next ten years mirrors growth over the last ten years (7.44% growth in the number of housing units in the county). Table 5 below shows projected revenue that would be received under the current and updated fees structures. The weighted increase for all fee types is 24.3%. As a point of reference, the *Engineering News-Record* Construction Cost Index increased by 20.7% over the last seven years (the cost data for the 2014 study was from 2013).

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Looking at the changes by type of fee, it is clear that the overall increase is driven largely by increases in impact fees for schools and law enforcement facilities. These two fee categories account for about 90% of the total projected revenue increase. The reasons for the significant overall increases in these two fee categories warrant some explanation:

School fees alone account for over half of the projected revenue increase. School fees are so much higher because this update is no longer adjusting them for an expected long-term decline in student generation rates. At the time of the 2014 study, the Florida Bureau of Economic and Business Research (BEBR) was projecting that the number of school-age children in Citrus County would grow at only 60% of the rate of the total population over the next 20 years. Now they are projecting that the two will grow at the same rate. The fact that this adjustment is no longer warranted accounts for all the increase in school fees. School fees are paid exclusively by residential development, and the change in the school fee accounts for over half the total increase in single-family fees.

Law enforcement fees are going up twice as much in percentage terms as school fees, and this increase is due to four factors: an increase in both square footage and the insured value of detention facility buildings, increased costs for new vehicles and equipment, a major reduction in the amount of outstanding debt, and lower tax and grant credits. The update/correction of existing detention facility value accounts for about 60% of the overall increase.

Table 5. Change in Revenue by Fee Type under 10-Year Projection

	Current Fee Revenue	Updated Fee Revenue	Net Change	Percent Change	% of Total Net Chge.
Transportation (50%)	$8,904,768	$9,523,157	$618,389	6.9%	9%
Schools (50%)	$7,382,970	$11,411,480	$4,028,510	54.6%	59%
Parks	$3,993,226	$3,872,017	-$121,209	-3.0%	-2%
Library	$1,585,391	$1,804,751	$219,360	13.8%	3%
Fire	$2,417,284	$1,974,949	-$442,335	-18.3%	-6%
EMS	$282,979	$424,858	$141,879	50.1%	2%
Law Enforcement	$1,844,428	$3,913,386	$2,068,958	112.2%	30%
Public Buildings	$1,727,291	$2,043,173	$315,882	18.3%	5%
Total	$28,138,337	$34,967,771	$6,829,434	24.3%	100%

Source: Projected 10-year revenue based on current fees from Table 1, updated fees at current implementation rates from Table 4, and 7.44% of existing land uses from Table 102 for the collection area for each fee type (percentage is increase in county-wide housing units over the last ten years, derived from Table 97).

Fee Comparisons

Comparisons with fees charged by other jurisdictions is a common practice, but the often-expressed desire to remain "competitive" in attracting new development may be misguided. Jurisdictions' attractiveness to new development depends on a variety of factors, and relative impact fees do not appear to be a significant factor. An analysis comparing Florida counties that reduced their impact

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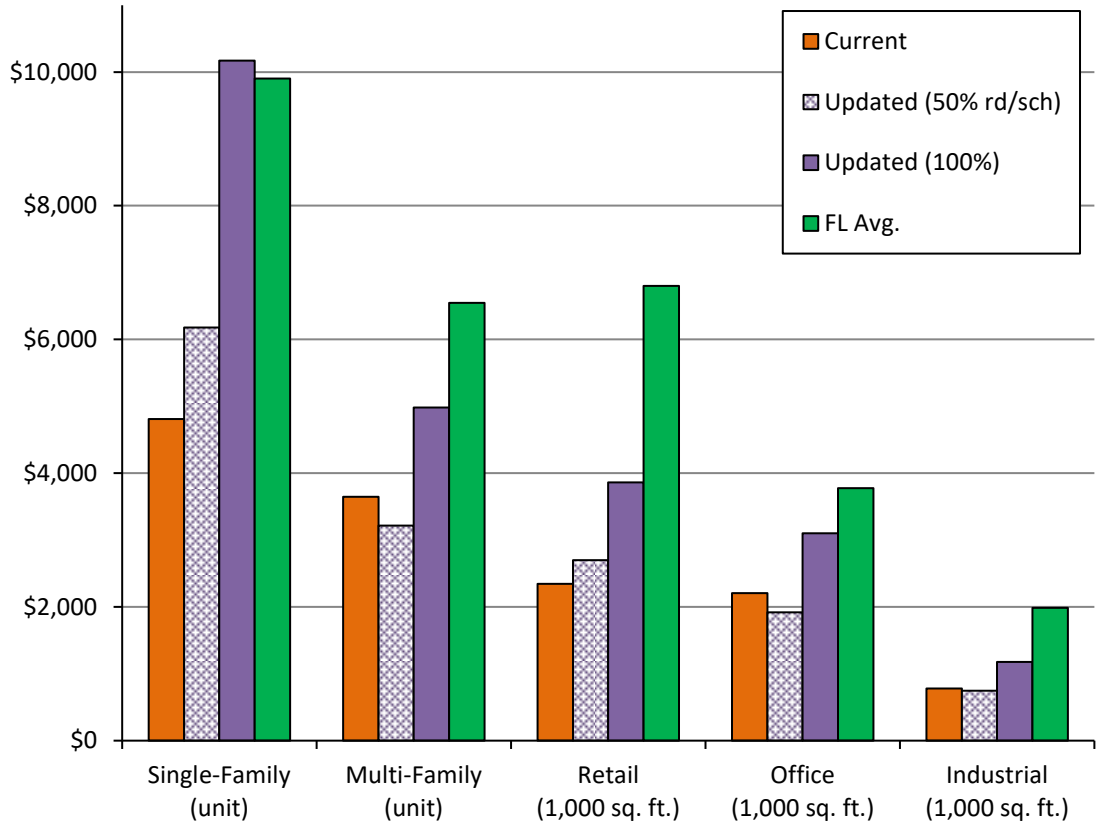
fees in response to the Great Recession and counties that did not reduce them or raised them found no significant difference in the rate of single-family permit issuance.[1]

Total updated fees are compared at various implementation rates to current fees charged by Citrus County and to the average of the 31 other Florida counties that charge some impact fees in Figure 2 for five major land use categories. Details of fee amounts by fee type are provided in Appendix G.

Assuming 100% implementation of all the updated fees, Citrus County's total fees would be at about the Florida county average for a single-family unit, and lower for the other four major land use types. At the current 50% implementation rate for transportation and schools, the updated total impact fees for the five major land uses would range from 38% (industrial) to 62% (single-family) of the average fee charged by other Florida counties.

Figure 2. Total Impact Fees by Land Use, Citrus County and Florida County Average



[1] Clancy Mullen and Dr. James C. Nicholas, *Impact Fee Reductions and Development Activity: A Quantitative Analysis of Florida Counties*, paper presented at the Growth & Infrastructure Consortium conference, Tampa, FL, November 2010

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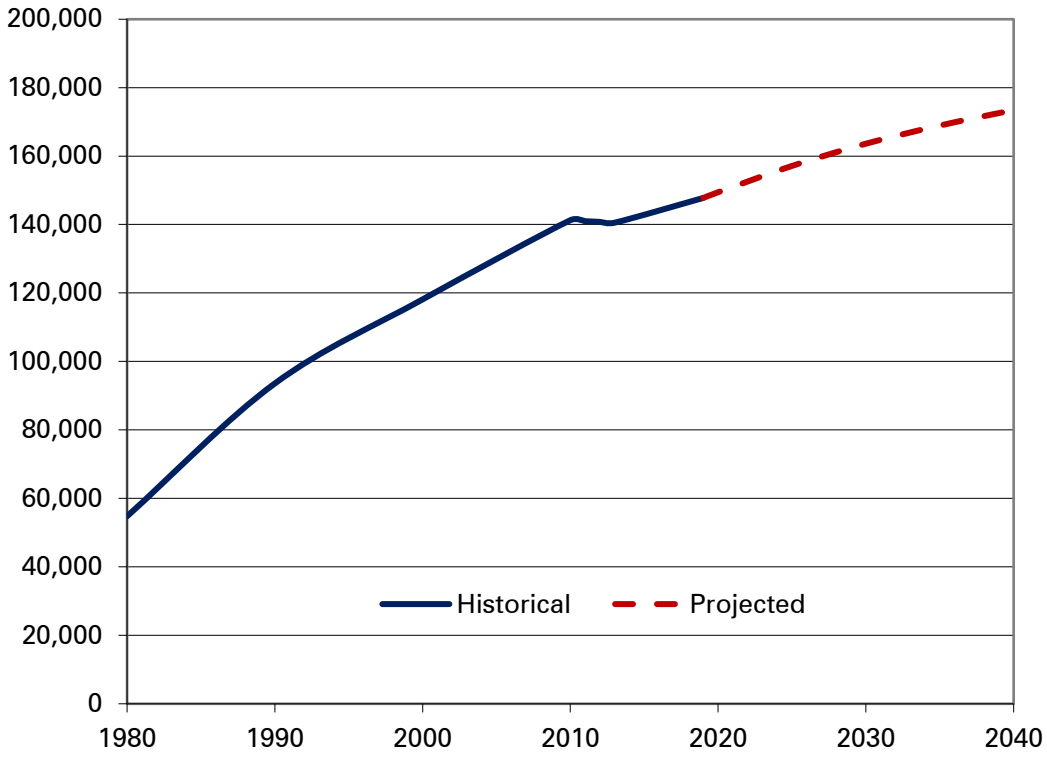
INTRODUCTION

The purpose of this study is to update Citrus County's impact fees for transportation, schools, parks, libraries, law enforcement, fire rescue, EMS and public buildings. To make the calculations easier to follow, numbers in one table that are inputs into another table are highlighted in red.

Growth Context

Impact fees are most appropriate for jurisdictions experiencing growth. Citrus County has been experiencing significant growth. The population increased by over 3,000 residents every year from 1980-2008. Most of the County's residential growth has occurred in the unincorporated areas of the county, which currently account for about 93% of the countywide population. Growth recently stalled at the beginning of the last decade, as a result of the recession, but has since recovered. The University of Florida's Bureau of Economic and Business Research (BEBR) estimates that the county will add, on average, 1,200 residents annually from 2020 to 2040 (Figure 3).

Figure 3. Citrus County Population, 1980-2040



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Legal Framework

Impact fees are a way for local governments to require new developments to pay a proportionate share of the infrastructure costs they impose on the community. In contrast to traditional "negotiated" developer exactions, impact fees are charges that are assessed on new development using a standard formula based on objective characteristics, such as the number and type of dwelling units constructed. The fees are one-time, up-front charges, with the payment usually made at the time of building permit issuance. Essentially, impact fees require that each new development project pay its pro-rata share of the cost of new capital facilities required to serve that development.

Since impact fees were pioneered in states like Florida that lacked specific enabling legislation, such fees have generally been legally defended as an exercise of local government's broad "police power" to regulate land development in order to protect the health, safety and welfare of the community. The courts have developed guidelines for constitutionally-valid impact fees, based on "rational nexus" standards. The standards essentially require that the fees must be proportional to the need for additional infrastructure created by the new development, and must be spent in such a way as to provide that same type of infrastructure to benefit new development. A Florida district court of appeals described the dual rational nexus test in 1983 as follows, and this language was quoted and followed by the Florida Supreme Court in its 1991 St. Johns County decision:

> *In order to satisfy these requirements, the local government must demonstrate a reasonable connection, or rational nexus, between the need for additional capital facilities and the growth in population generated by the subdivision. In addition, the government must show a reasonable connection, or rational nexus, between the expenditures of the funds collected and the benefits accruing to the subdivision. In order to satisfy this latter requirement, the ordinance must specifically earmark the funds collected for use in acquiring capital facilities to benefit the new residents.*[2]

Florida Statutes

The 2006 Florida Legislature passed Senate Bill 1194, which established certain requirements for impact fees in Florida. The bill, which became effective on June 14, 2006, created a new Section 163.31801, Florida Statutes. It was most recently amended in 2019 by House Bill 7103, which became effective on June 28, 2019, and by House Bill 1339 and Senate Bill 1066, both of which became effective on July 1, 2020. The current Florida Impact Fee Act reads as follows (the changes made by the 2020 amendments are underlined):

163.31801 Impact fees; short title; intent; minimum requirements, audits; challenges.--

(1) This section may be cited as the "Florida Impact Fee Act."

(2) The Legislature finds that impact fees are an important source of revenue for a local government to use in funding the infrastructure necessitated by new growth. The Legislature further finds that impact fees are an outgrowth of the home rule power of a local government to provide certain services within its jurisdiction. Due

[2] *Hollywood, Inc. v. Broward County*, 431 So. 2d 606, 611-612 (Fla. 4th DCA), review denied, 440 So. 2d 352 (Fla. 1983), quoted and followed in *St. Johns County v. Northeast Florida Builders Ass'n*, 583 So. 2d 635, 637 (Fla. 1991).

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to the growth of impact fee collections and local governments' reliance on impact fees, it is the intent of the Legislature to ensure that, when a county or municipality adopts an impact fee by ordinance or a special district adopts an impact fee by resolution, the governing authority complies with this section.

(3) At a minimum, an impact fee adopted by ordinance of a county or municipality or by resolution of a special district must satisfy all of the following conditions:

(a) The calculation of the impact fee must be based on the most recent and localized data.

(b) The local government must provide for accounting and reporting of impact fee collections and expenditures. If a local governmental entity imposes an impact fee to address its infrastructure needs, the entity must account for the revenues and expenditures of such impact fee in a separate accounting fund.

(c) Administrative charges for the collection of impact fees must be limited to actual costs.

(d) The local government must provide notice not less than 90 days before the effective date of an ordinance or resolution imposing a new or increased impact fee. A county or municipality is not required to wait 90 days to decrease, suspend, or eliminate an impact fee. Unless the result is to reduce the total mitigation costs or impact fees imposed on an applicant, new or increased impact fees may not apply to current or pending permit applications submitted before the effective date of an ordinance or resolution imposing a new or increased impact fee.

(e) Collection of the impact fee may not be required to occur earlier than the date of issuance of the building permit for the property that is subject to the fee.

(f) The impact fee must be proportional and reasonably connected to, or have a rational nexus with, the need for additional capital facilities and the increased impact generated by the new residential or commercial construction.

(g) The impact fee must be proportional and reasonably connected to, or have a rational nexus with, the expenditures of the funds collected and the benefits accruing to the new residential or nonresidential construction.

(h) The local government must specifically earmark funds collected under the impact fee for use in acquiring, constructing, or improving capital facilities to benefit new users.

(i) Revenues generated by the impact fee may not be used, in whole or in part, to pay existing debt or for previously approved projects unless the expenditure is reasonably connected to, or has a rational nexus with, the increased impact generated by the new residential or commercial construction.

(4) Notwithstanding any charter provision, comprehensive plan policy, ordinance, or resolution, the local government must credit against the collection of the impact fee any contribution, whether identified in a proportionate share agreement or other form of exaction, related to public education facilities, including land dedication, site planning and design, or construction. Any contribution must be applied to reduce any education-based impact fees on a dollar-for-dollar basis at fair market value.

(5) If a local government increases its impact fee rates, the holder of any impact fee credits, whether such credits are granted under s. 163.3180, s. 380.06, or otherwise, which were in existence before the increase, is entitled to the full benefit of the intensity or density prepaid by the credit balance as of the date it was first established. This subsection shall operate prospectively and not retrospectively.

(6) Audits of financial statements of local governmental entities and district school boards which are performed by a certified public accountant pursuant to s. 218.39 and submitted to the Auditor General must include an affidavit signed by the chief financial officer of the local governmental entity or district school board stating that the local governmental entity or district school board has complied with this section.

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(7) In any action challenging an impact fee or the government's failure to provide required dollar-for-dollar credits for the payment of impact fees as provided in s. 438 163.3180(6)(h)2.b., the government has the burden of proving by a preponderance of the evidence that the imposition or amount of the fee or credit meets the requirements of state legal precedent and this section. The court may not use a deferential standard for the benefit of the government.

(8) Impact fee credits are assignable and transferable at any time after establishment from one development or parcel to any other that is within the same impact fee zone or impact fee district or that is within an adjoining impact fee zone or impact fee district within the same local government jurisdiction and receives benefits from the improvement or contribution that generated the credits.

(9) A county, municipality, or special district may provide an exception or waiver for an impact fee for the development or construction of housing that is affordable, as defined in s. 420.9071. If a county, municipality, or special district provides such an exception or waiver, it is not required to use any revenues to offset the impact.

(10) This section does not apply to water and sewer connection fees.

(11) In addition to the items that must be reported in the annual financial reports under s. 218.32, a county, municipality, or special district must report all of the following data on all impact fees charged:

(a) The specific purpose of the impact fee, including the specific infrastructure needs to be met, including, but not limited to, transportation, parks, water, sewer, and schools.

(b) The impact fee schedule policy describing the method of calculating impact fees, such as flat fees, tiered scales based on number of bedrooms, or tiered scales based on square footage.

(c) The amount assessed for each purpose and for each type of dwelling.

(d) The total amount of impact fees charged by type of dwelling.

(e) Each exception and waiver provided for construction or development of housing that is affordable.

Key provisions of the Florida Impact Fee Act in effect prior to the 2019 and 2020 amendments include the requirements that: (1) impact fees are calculated based on the most current and localized data, (2) administrative charges do not exceed actual costs, (3) 90 days' notice is provided before a new or increased impact fee goes into effect, (4) financial audits include certification of compliance with the Act, and (5) the burden of proof in any impact fee litigation is on the local government.

Notable provisions added in 2019 include the following:

- Fees cannot be collected prior to the date of issuance of a building permit.
- Developer contributions must be credited at full market value. In particular, proportionate-share contributions for educational facilities must be credited based on the full value of the contribution, without regard for what grade level was benefitted by the contribution (amendment by the same bill to Sec. 163.3180(6)(h)2.b., as referenced in the amended Act).

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- The value of developer credits must be increased by the same percentage when the applicable type of impact fees for which the credit was given is increased. It appears that most jurisdictions are interpreting the stipulation that this provision does not apply retroactively to mean that it only applies to credits approved after the effective date of HB 7103. Because updated fees tend to change by different percentages, new developer credit agreements should spell out how the credits will be adjusted when fees are changed before the credits are used.

- Waivers of impact fees for affordable housing projects, as defined in Sec. 420.9071, do not have to be offset with other government revenues.

- Mobility fees must comply with the Florida Impact Fee Act (amendment by the same bill to Sec. 163.3180(5)(i), not referenced in the amended Act).

In 2020, SB 1066 amended added a new subsection (8) to require that credits be freely transferable within impact fee zones. This makes it even more important to clearly describe how new credits are to be adjusted when fees change. There are at least two different ways to address this issue. One is to wait until the credits are proposed to be used for a particular development and determine any needed adjustment in the value of those credits based on the percentage increase in total fees for the proposed use of the credits since the date the credits were created. The other is to base the credits on the mix of land uses in the proposed development for which the improvement was made. The second approach allows the current value of the credits to be adjusted whenever the fees are changed, without having to value be dependent on the land uses in a future use of the credits.

The final subsection added by HB 1339 in 2020 sets out additional annual impact fee reporting requirements.

Other provisions relating to impact fees are scattered about in Florida Statutes. For example, the boards of independent special fire control districts are authorized to establish fire impact fees in Section 191.009(4). Public schools are exempted from the payment of impact fees in Section 1013.371(1)(a).

General Impact Fee Principles

One of the most fundamental principles of impact fees, rooted in both case law and norms of equity, is that impact fees should not charge new development for a higher level of service than is provided to existing development. While impact fees can be based on a higher level of service than the one existing at the time of the adoption or update of the fees, two things are required if this is done. First, another source of funding other than impact fees must be identified and committed to fund the capacity deficiency created by the higher level of service. Second, the impact fees must generally be reduced to ensure that new development does not pay twice for the same level of service, once through impact fees and again through general taxes that are used to remedy the capacity deficiency for existing development. In order to avoid these complications, the general practice is to base impact fees on the existing level of service.

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A corollary principle is that new development should not have to pay more than its proportionate share when multiple sources of payment are considered. As noted above, if impact fees are based on a higher-than-existing level of service, the fees should be reduced by a credit that accounts for the contribution of new development toward remedying the existing deficiencies. A similar situation arises when the existing level of service has not been fully paid for. Outstanding debt on existing facilities that are counted in the existing level of service will be retired, in part, by revenues generated from new development. Given that new development will pay impact fees to provide the existing level of service for itself, the fact that new development may also be paying for the facilities that provide that level of service for existing development could amount to paying for more than its proportionate share. Consequently, impact fees should be reduced to account for future payments that will retire outstanding debt on existing facilities.

The issue is less clear-cut when it comes to other types of revenue that may be used to make capacity-expanding capital improvements of the same type being funded by impact fees. Arguably, no credit is warranted in most cases, since, while new development may contribute toward such funding, so does existing development, and both existing and new development benefit from the higher level of service that the additional funding makes possible. Impact fee studies in Florida, however, have traditionally given credit for the portion of dedicated revenues, such as gasoline taxes, that are used for capacity-expanding improvements. For most facilities, the County does not earmark any tax funds for capital improvements, and, instead, programs such funds on an "as available" basis. While it is not clear they are required, this study will provide a revenue credit for dedicated and other tax funding based on funding programmed in the current five-year CIP and the growth-related share of planned expenditures. This approach is consistent with the credit approach used in the two previous impact fee updates.

Credit has also sometimes been provided for outside grants for capacity improvements that can reasonably be anticipated in the future. In addition to the argument presented above (i.e., grants raise the level of service and benefit new development as well as existing development), two additional arguments can be made against applying credit for grants. First, new development in a community does not directly pay for State and Federal grants in the same way they pay local gasoline and property taxes. Second, future grant funding is far more uncertain than dedicated revenue streams. On the other hand, local governments often have less discretion about whether to spend grant funding on capacity-expanding capital improvements. In this study, credit will be provided for anticipated future Federal and State grant funding based on recent grant funding history.

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TRANSPORTATION

The purpose of this chapter is to update Citrus County's transportation impact fees. To make the calculations easier to follow, numbers in one table that are inputs into another table are highlighted in red.

The County's transportation impact fees have been assessed at various rates over the last several years. The fees were adopted in 2007 based on 50% of the maximum potential impact fee schedule calculated in the 2006 study. These fees were in place for about a year and a half before they were reduced by half in January 2009. A year and a half later the fees were suspended in May 2010. After being suspended for about a year, the fees were reinstated in June 2011 based on 50% of the maximum fee calculated in the 2010 study. The transportation fees were suspended again in 2015, and were reinstated in January 2017 at 50% of the amounts calculated in the 2014 study. The current transportation fees have been in place for over three years.

The County's impact fee ordinance was amended in 2015 to allow the expenditure of transportation impact fees on pedestrian and bicycle improvements that are not part of a vehicular capacity improvement. Multi-modal improvements like sidewalks, bikeways and trails along major roadways or along off-road alignments that provide similar connectivity provide alternative modes of transportation that free up vehicular capacity on the major roadway system. Just like intersection and signalization improvements that cannot be readily measured in terms of the vehicle-miles of capacity they create, pedestrian improvements, bikeways and trails also add capacity to the transportation system. The costs of such improvements are included in the updated fees. The fees are based on a cost per vehicle-mile of capacity derived from a recent project that included bikeways and sidewalks. The County's impact fee ordinance specifically authorizes transportation impact fees to be spent on bikeway and pedestrian improvements, and provides that bikeways and trails that are not part of or adjacent to a major roadway are also eligible, as long as they provide comparable connectivity.

Service Area and Benefit Districts

There are two kinds of geographic areas in impact fee systems: service areas and benefit districts. A service area is an area that is served by a defined group of capital facilities and is subject to a uniform impact fee schedule. A benefit district is an area within which fees collected are earmarked to be spent.

The transportation impact fee is only charged in the unincorporated area of the county. However, this update, like previous studies, uses a countywide analysis to determine the average impact of new development on the transportation system, and includes major City-owned roads as well as City-generated traffic in the determination of average transportation impact.

The County's single countywide transportation impact fee service area is divided into four benefit districts (see Figure 4). Impact fees collected in each district are restricted to be spent on improvements within the same district.

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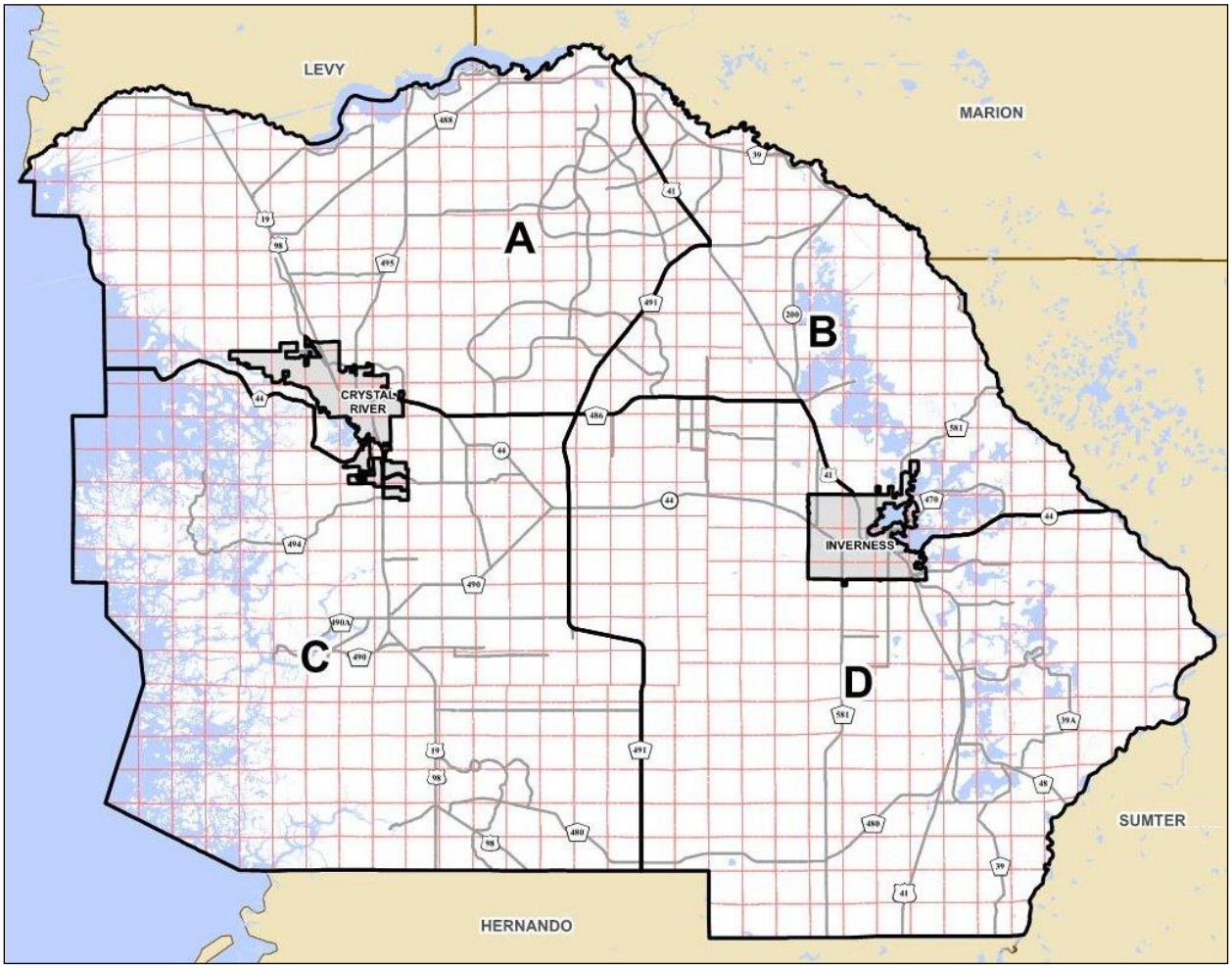
Figure 4. Transportation Impact Fee Benefit Districts



Major Roadway System

A transportation impact fee program should include a clear definition of the major roadway system that is to be funded with impact fees. Citrus County's major roadway system consists of all arterials and collectors within the county boundaries, including County, State and municipal roads. Many road impact fees in Florida exclude interstates, but this is not an issue here, since there are no interstates within the county's boundaries. A detailed inventory of the existing arterial and collector roads in the county is presented in the appendix. The major purpose of the inventory is to ensure that the travel demand factors for individual land uses in the fee schedule are calibrated to the actual system-wide travel observed on the major roadway system. A secondary purpose is to ensure that the level of service (LOS) implicit in the standard consumption-based road impact fee methodology does not exceed the actual LOS on the major roadway system. The implicit LOS in the standard consumption-based methodology is a system-wide ratio of 1.0 between vehicle-miles of capacity (VMC) and vehicle-miles of travel (VMT) on the major roadway system.

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With the consumption-based methodology, there are no deficiencies as long as the system-wide ratio on which the fees are based is no higher than the actual existing VMC/VMT ratio. The consumption-based methodology also offers flexibility in that it is not tied to a specific list of planned improvements determined by a transportation plan to be needed to maintain segment-specific LOS in the face of anticipated growth. Revenues from a consumption-based fee can be used on any capacity-expanding improvement.

For the purposes of this study, the capacity of a roadway is defined as the maximum average trips that can be accommodated on a roadway without exceeding the County's desired level of service. Applying this standard to the existing major roadway system as a whole, as is appropriate for a consumption-based impact fee methodology, there are no existing deficiencies, evidenced by a VMC/VMT ratio significantly greater than one (see Table 6).

Table 6. Existing Major Roadway System Level of Service

	Principal Arterials	Minor Arterials	Major Collectors	Minor Collectors	Total System
Existing Daily Vehicle-Miles of Capacity (VMC)	2,329,682	1,780,974	925,665	1,439,471	6,475,792
÷ Existing Daily Vehicle-Miles of Travel (VMT)	1,136,847	754,021	376,757	431,797	2,699,422
Existing VMC/VMT Ratio	2.05	2.36	2.46	3.33	2.40

Source: Table 107, Appendix C.

Travel Demand Schedule

This section updates the travel demand schedule utilized in the impact fee calculations. The travel demand generated by specific land use types is a product of three factors: 1) trip generation, 2) percent primary trips and 3) trip length.

Trip Generation

Trip generation rates represent trip ends, or driveway crossings at the site of a land use. Thus, a single one-way trip from home to work counts as one trip end for the residence and one trip end for the workplace, for a total of two trip ends. To avoid double-counting travel, VMT is divided by two. The trip generation rates used in this study are from the Institute of Transportation Engineers' (ITE), *Trip Generation* manual, 10th edition, published in 2017.

New Trips

The trip rates are also adjusted by a "new trip factor" to exclude pass-by and diverted-link trips. This adjustment reduces the possibility of over-counting trips by including only primary trips generated by the development. Pass-by trips are those trips that are already on a particular route for a different purpose and simply stop at a particular development on that route. For example, a stop at a convenience store on the way home from the office is a pass-by trip for the convenience store. A pass-by trip does not create an additional burden on the street system and therefore should not be counted in the assessment of impact fees. A diverted-link trip is similar to a pass-by trip, but a diversion is made from the regular route to make an interim stop. The new trip factors are based on the most recent ITE *Trip Generation Manual.*

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Trip Length

The average trip length is the most difficult travel demand factor to determine. In the context of a transportation impact fee using a consumption-based methodology, the relevant input is the average length of a trip on the jurisdiction's major roadway system. This varies significantly between jurisdictions based on the size and shape of the jurisdiction and layout of the jurisdiction's major roads.

The starting point for determining average trip lengths by land use is Florida data. While these average trip lengths provide reasonable estimates of relative magnitudes associated with different land use types, the actual distances may be unrepresentative of travel on Citrus County's major roadway system. To account for this, an adjustment factor is derived by dividing the VMT actually observed on the major roadway system by the VMT that would be expected using Florida average trip lengths.

The first step in developing the adjustment factor for the local trip length is to estimate the total VMT that would be expected on the major roadway system based on average trip lengths in Florida. Existing land uses are multiplied by trip generation rates, percent new trips and average trip lengths and summed to estimate total countywide VMT. As shown in Table 7, existing land uses within the county, using national trip generation data and Florida trip length data, would be expected to generate approximately 2.8 million VMT per day.

Table 7. Expected Vehicle-Miles of Travel

Land Use Type	Unit	Existing Units	Trip Rate	New Trips	Trip Length	Daily VMT
Single-Family Detached	Dwelling	56,560	4.72	100%	7.81	2,084,983
Multi-Family	Dwelling	6,508	2.72	100%	5.10	90,279
Mobile Home/RV Park	Space	21,915	2.50	100%	4.60	252,023
Retail/Commercial	1,000 sf	10,304	18.88	44%	2.66	227,689
Office	1,000 sf	1,997	4.87	90%	5.15	45,077
Industrial	1,000 sf	836	1.69	90%	5.38	6,841
Warehousing	1,000 sf	2,711	0.87	90%	5.38	11,420
Public/Institutional	1,000 sf	4,584	3.32	90%	2.59	35,475
Total Expected VMT						2,753,787

Source: Existing countywide units from Table 102; trip rate and percent new trips from recommended travel demand schedule in Table 10; average trip lengths for Florida from Table 9; VMT is products of units, trip rate, % new trips and trip length.

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The next step in developing the local trip length adjustment factor is to compare the expected VMT using Florida average trip lengths to actual daily VMT on the major roadway system, as shown in Table 8. Expected VMT based on existing land uses and national/Florida travel demand characteristics over-estimates VMT actually observed on the County's major roadway system by 2.0%. Consequently, the Florida trip lengths will be adjusted downward by the local adjustment factor calculated below.

Table 8. Comparison of Expected to Actual Vehicle-Miles of Travel

Actual Daily VMT on Major Road System	2,699,422
÷ Expected Daily VMT on Major Road System	2,753,787
Ratio of Actual to Expected VMT	98.0%

Source: Actual local VMT from Table 107, Appendix C; expected VMT from Table 7.

Applying the local adjustment factor calculated above to the Florida average trip lengths results in the following recommended average trip lengths by land use for Citrus County.

Table 9. Local Average Trip Lengths by Land Use

Land Use Type	Florida Avg. Trip Length	Local Adjustment Factor	Citrus Co. Avg. Trip Length
Single-Family Detached	7.81	98.0%	7.65
Single-Family Det., Age-Rest.	5.42	98.0%	5.31
Multi-Family	5.10	98.0%	5.00
Multi-Family, Age-Restricted	3.28	98.0%	3.21
Mobile Home/RV Park	4.60	98.0%	4.51
Hotel/Motel	5.30	98.0%	5.19
Retail/Commercial	2.66	98.0%	2.61
Office	5.15	98.0%	5.05
Industrial/Warehouse	5.38	98.0%	5.27
Public/Institutional	2.59	98.0%	2.54

Source: Florida average trip lengths from database of Florida origin and destination studies published in Tindale Oliver, *Collier County Road Impact Fee Update Study*, October 2019 (nursing home used for public/institutional); local adjustment factor from Table 8.

Travel Demand Summary

The result of combining trip generation rates, new trip factors and local average trip lengths is a travel demand schedule that establishes the VMT during the average weekday generated by various land use types per unit of development for Citrus County. The daily VMT generation rates are summarized in Table 10 on the following page.

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Table 10. Travel Demand Factors by Land Use

Land Use Type	ITE Code	Unit	Daily Trips	New Trips	Length (mi.)	Daily VMT
Single-Family Detached	210	Dwelling	4.72	100%	7.65	36.11
Single-Family Det., Age-Rest.	251	Dwelling	2.14	100%	5.31	11.36
Single-Family Det., Low-Income	n/a	Dwelling	3.11	100%	7.65	23.83
Multi-Family	230	Dwelling	2.72	100%	5.00	13.60
Multi-Family, Age Restricted	252	Dwelling	1.85	100%	3.21	5.94
Mobile Home/RV Park	240	Space	2.50	100%	4.51	11.28
Hotel/Motel	320	Room	1.68	100%	5.19	8.72
Retail/Commercial	820	1,000 sf	18.88	44%	2.61	21.68
Office	710	1,000 sf	4.87	90%	5.05	22.13
Industrial/Manufacturing	130	1,000 sf	1.69	90%	5.27	8.02
Warehousing	150	1,000 sf	0.87	90%	5.27	4.13
Mini Warehouse	151	1,000 sf	0.76	90%	5.27	3.60
Public/Institutional	620	1,000 sf	3.32	90%	2.54	7.59

Source: Daily trips are 1/2 daily trip ends from Institute of Transportation Engineers (ITE), *Trip Generation Manual*, 10th edition, 2017; trip rate for low-income single-family units derived from other demand factors and VMT from Table 112, Appendix F; percent new trips for retail from ITE Trip Generation Manual for shopping centers (new trips for other nonresidential based on professional judgement); trip lengths from Table 9; daily VMT (vehicle-miles of travel) is product of trip rate, trip length, and percent new trips.

Cost per Service Unit

Expanding the capacity of the County's major roadway system is primarily accomplished by widening existing roadway cross-sections to accommodate additional through lanes and by building new roads. Transportation capacity can also be expanded in ways that are less easily quantified in terms of vehicular capacity, such as intersection, signalization, and bike/ped improvements. More-easily quantified roadway capacity improvements are used to determine the cost per service unit.

The transportation impact fee is designed to cover the cost of adding capacity to the roadway system. All of the normal components of a typical roadway expansion project are eligible for impact fee funding, including engineering and design, construction of new lanes, reconstruction of existing lanes and relocation of utilities where necessary as part of a widening project. Right-of-way (ROW) costs, however, have been excluded from the County's road impact fees since the adoption of updated fees in 2011. ROW costs are quite variable and can be a significant portion of total improvement costs. In the case of the CR 486 widening project, for example, the costs of acquiring ROW accounted for 41% of the total project cost.

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This study is based on the current cost to add roadway capacity to the County's major roadway system based on the most recent local cost data. The most recent and comprehensive road construction cost data are based on information provided by Citrus County for a recently-completed widening of CR 486, and a planned widening of CR 491. Project costs include design, utility relocation, signals and design/engineering costs, but exclude right-of-way (ROW) costs.

The CR 486 improvement was a widening from two to four lanes from SR 44 to Forest Ridge. It was constructed in two phases – one that had been recently completed and one that was near completion in 2013. The planned CR 491 project is more complicated. It will consist of widening CR 491 from West Laurel Street to Horace Allen from two to four lanes, and constructing a new two-lane interchange bypass.

The cost per vehicle-mile of capacity (VMC) added by these two projects can be determined by dividing the total cost by the total VMC added. As shown in Table 11, the planned CR 491 project costs about twice as much per VMC added.

Table 11. Recent County Road Costs per Vehicle-Mile

	CR 486	CR 491 Project		
	Widening	CR 491	Bypass	Ttl. Project
Improved Daily Capacity	37,810	37,810	15,390	n/a
– Original Daily Capacity	-15,390	-15,390	0	n/a
Daily Capacity Added	22,420	22,420	15,390	n/a
x Miles	6.29	2.70	0.75	n/a
Vehicle-Miles of Capacity Added	141,022	60,534	11,543	72,077
Design/Construction Cost	$31,877,560	n/a	n/a	$34,727,000
÷ Vehicle-Miles of Capacity Added	141,022	n/a	n/a	72,077
Cost per Vehicle-Mile of Capacity	$226	n/a	n/a	$482

Source: Improved and previous capacity from Table 107 in Appendix C; miles and project costs from Citrus County Public Works Department, March 17, 2020.

This update relies on the somewhat older but more typical of these two most-recent County projects, but adjusts the cost of the CR 486 project to current dollars using the change in the national construction cost index over the last seven years. The updated transportation cost is $273 per added vehicle-mile of capacity.

Table 12. Transportation Cost per Service Unit

Cost per Vehicle-Mile of Capacity (VMC), CR 486 Widening, 2013	$226
x Ratio of Jan. 2020 to Jan. 2013 ENR Construction Cost Index	1.2072
Estimated Current Cost per VMC	$273

Source: Cost per VMC from Table 11; inflation factor is change in the *Engineering News-Record* Construction Cost Index from January 2013 (9,437) to January 2020 (11,392).

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Net Cost per Service Unit

This section of the report calculates revenue credits to account for future tax revenue generated by new development that will be used to pay for capacity-related capital improvements. Historical expenditures and future appropriations for roadway projects that expand the capacity of the road system were reviewed.

State/Federal Gas Tax Credit

A credit for State and Federal motor fuel tax funding recognizes the Florida Department of Transportation expenditures to expand Citrus County's major roadway system. The amount of such funding in Citrus County over the last six years is shown in Table 13.

Table 13. Federal/State Capacity Funding, FY 2014-2019

Improvement	Amount
CR 491, Laurel St-S of Audubon Park Path, Add Lanes	$19,597,514
Forest Ridge Elem, CR 486-Lake Beverly Dr, Sidewalk	$535,319
SR 44, CR 470-Withlacoochee River, Add Lanes	$444,579
SR 44, US 41-CR 470, Add Lanes	$270,472
Turkey Oak Dr, NW 11th Av-SR 44, Sidewalk	$707,409
Pleasant Grove Elem-Pleasant Grove/Druid Rd, Sidewalk	$379,469
US 19, W Green Acres St-W Jump Court, Add Lanes	$38,299,243
US 19, W Jump Court-Fort Island Trail, Add Lanes	$62,474,735
US 19, Cardinal St-W Green Acres St, Add Lanes	$2,337,148
US 19, Hernando Co-W Green Acres St, Trail	$1,235,107
US 41, E Arlington-SR 200, Add Lanes	$1,848,091
US 41, SR 44-N of SR 200, Add Lanes	$2,050,403
US 41, SR 44-Withlacoochee Trail Bridge, Add Lanes	$8,392
Total Federal State Capacity Funding, 2014-2019	$130,187,881

Source: Capacity-expanding improvement projects from Florida Department of Transportation (FDOT), Work Program – Six Year History, 2014-2019.

Because State/Federal funding can vary over time, funding over the previous six-year period, analyzed in the 2014 study, will also be considered. State/Federal funding over the last 12 years is summarized in Table 14 on the following page. Assuming this rate of funding continues over the long term (quantified as 25 years), new development can be expected to generate the present value equivalent of $140 in capacity-expanding road funding for every daily vehicle-mile of travel generated.

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Table 14. State/Federal Gas Tax Credit

	FY 2008-13	FY 2014-19	Average
State/Federal Capacity Funding	$84,449,422	$130,187,881	n/a
÷ Year of Funding	6	6	n/a
Annual State/Federal Capacity Funding	$14,074,904	$21,697,980	n/a
÷ Existing Vehicle-Miles of Travel (VMT)	2,511,969	2,699,422	n/a
Annual Capacity Funding per VMT	$5.60	$8.04	$6.82
x Present Value Factor (25 years)			20.47
State/Federal Gas Tax Funding Credit per VMT			$140

Source: FY 2008-2013 data from Duncan Associates, *Citrus County, Florida Impact Fee Update*; FY 2014-2019 funding from Table 13; existing VMT from Table 6; present value factor based on discount rate of 1.60%, which is the average interest rate on municipal bonds reported by fmsbonds.com on June 7, 2020 (average of 20- and 30-year AAA municipal bond yields).

Local Gas Tax Credit

Citrus County has traditionally programmed local gas tax funds for maintenance, and the funds are not dedicated for capacity improvements. Thus, a credit for local fuel taxes is not necessarily required. However, as discussed in the introduction, this update includes a credit based on programmed fuel tax funding for capacity-adding projects in order to be consistent with the approach used in developing the credits in previous studies.

Over the last several years, the County has been using some of its local gas tax revenues to fund road capacity improvements. To some extent this has been necessitated by the reduction in transportation impact fee revenues in response to the 2008 recession. The County issued debt to fund the CR 486 and 491 widening projects, and the primary source of repayment is County gas tax revenue. This use of non-impact fee revenue is accounted for in the debt credit, discussed in the next subsection.

The County has also programmed future gas tax revenues for some planned capacity improvements. As shown in Table 15, the local gas tax credit is based on the annual planned gas tax funding for future capacity improvements and the existing VMT. Assuming that the County continues to program a similar portion of County gas tax revenues for capacity-expanding projects, new development will generate the present value equivalent of $16 in capacity funding per VMT over the next 25 years from local gas tax payments.

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Table 15. County Gas Tax Credit

Intersection Imrovements	$250,000
CR 491 Road Widening	$10,507,000
Total Gas Tax-Funded Planned Capacity Improvements	$10,757,000
÷ Years in Plan	5
Annual Average Capacity Gas Funding	$2,151,400
÷ Existing County-Wide VMT	2,699,422
Gas Tax Funding per VMT	$0.80
x Present Value Factor (25 years)	20.47
County Gas Tax Funding Credit per VMT	$16

Source: Planned infrastructure spending from Citrus County *Capital Improvement Program, Fiscal Years 2020-2024*; existing countywide VMT from Table 107, Appendix C; present value factor from Table 13.

Debt Credit

As noted above, the County has pledged local gas tax funds to issue debt for projects related to the recent CR 486 and CR 491 improvements. A simple method that ensures that new development is not required to pay for existing facilities, through funds used for debt retirement, as well as new facilities through impact fees, is to calculate the credit by dividing the outstanding debt by existing VMT on the County's road network. This puts new development on the same footing as existing development in terms of the share of capital costs funded through debt. As shown in Table 16, the debt credit is $10 per VMT.

Table 16. Transportation Debt Credit

2010A Bonds (Refunding) - CR 486 Project	$2,055,000
2010B Bonds - CR 486 Project	$15,100,000
2015 Cap. Imp. Note - CR 491 Project	$9,440,000
Total Debt on Major Road System	$26,595,000
÷ Existing County-Wide VMT	2,699,422
Debt Credit per VMT	$10

Source: Outstanding debt principal balance from Table 108; VMT from Table 107, Appendix C.

Net Cost Summary

The net cost to accommodate new development's impact on the major roadway system is the cost per service unit less the revenue credits per service unit. Deducting the gas tax and debt credits yields a net cost of $107 per vehicle-mile of travel, as summarized in Table 17.

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Table 17. Transportation Net Cost per Service Unit

Transportation Cost per Vehicle-Mile of Travel (VMT)	$273
– State/Federal Gas Tax Funding Credit per VMT	-$140
– County Gas Tax Funding Credit per VMT	-$16
– Debt Credit per VMT	-$10
Transportation Net Cost per VMT	$107

Source: Cost per VMT is same as cost per VMC from Table 12; State/Federal gas tax credit from Table 14; County gas tax credit from Table 15; debt credit from Table 16.

Net Cost Schedule

The final calculation for transportation impact fees is to multiply the daily vehicle-miles of travel (VMT) generated by a unit of development by the net cost per VMT. The updated impact fee calculations are shown in Table 18.

Table 18. Transportation Net Cost Schedule

Land Use	Unit	VMT/ Unit	Net Cost/ VMT	Net Cost per Unit
Single-Family, Detached	Dwelling	36.11	$107	$3,864
Single-Family Det., Age-Rest.	Dwelling	11.36	$107	$1,216
Single-Family Det., Low-Income	Dwelling	23.83	$107	$2,550
Multi-Family	Dwelling	13.60	$107	$1,455
Multi-Family, Age Restricted	Dwelling	5.94	$107	$636
Mobile Home/RV Park	Pad/Space	11.28	$107	$1,207
Hotel/Motel	Room	8.72	$107	$933
Retail/Commercial	1,000 sq. ft.	21.68	$107	$2,320
Office	1,000 sq. ft.	22.13	$107	$2,368
Industrial/Manufacturing	1,000 sq. ft.	8.02	$107	$858
Warehousing	1,000 sq. ft.	4.13	$107	$442
Mini Warehouse	1,000 sq. ft.	3.60	$107	$385
Public/Institutional	1,000 sq. ft.	7.59	$107	$812

Source: VMT per unit from Table 10; net cost per VMT from Table 17; net cost per unit is product of VMT per unit and net cost per unit.

The County's current transportation impact fees were adopted at 50% of the attributable costs calculated in the 2014 study. Since the updated fees could also be adopted based on a percentage less than 100%, the most reasonable comparison is to the fee amounts that were calculated in the 2014 study. Table 19 shows the comparison between the 2014 study and updated study maximum fees. The updated fees are higher for single-family housing, but lower than 2014 study fees for most other land uses. The variations by land use are the result of updated travel demand factors. Weighting by the existing mix of land uses, the transportation fees are up overall by an average of 6.9% (see Table 5 in the Executive Summary).

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Table 19. Changes in Transportation Impact Fees

Land Use	Unit	2014 Study	Updated Fee	Change	Percent Change
Single-Family Detached	Dwelling	$3,394	$3,864	$470	14%
Single-Family Det., Age-Restricted	Dwelling	$1,307	$1,216	-$91	-7%
Single-Family Det., Low-Income	Dwelling	$1,411	$2,550	$1,139	81%
Multi-Family	Dwelling	$2,076	$1,455	-$621	-30%
Multi-Family, Age-Restricted	Dwelling	$1,132	$636	-$496	-44%
Mobile Home/RV Park	Pad/Space	$1,227	$1,207	-$20	-2%
Hotel/Motel	Room	$1,486	$933	-$553	-37%
Retail/Commercial	1,000 sq. ft.	$2,496	$2,320	-$176	-7%
Office	1,000 sq. ft.	$3,373	$2,368	-$1,005	-30%
Industrial/Manufacturing	1,000 sq. ft.	$1,168	$858	-$310	-27%
Warehousing	1,000 sq. ft.	$1,088	$442	-$646	-59%
Mini Warehouse	1,000 sq. ft.	$438	$385	-$53	-12%
Public/Institutional	1,000 sq. ft.	$1,045	$812	-$233	-22%

Source: 2014 study fees from Duncan Associates, *Citrus County, Florida Impact Fee Update*, June 2014; updated (2021) fees from Table 18.

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SCHOOLS

This chapter addresses the update of Citrus County's school impact fee. The Citrus County School District (CCSD) provides grade K-12 public school facilities for county residents. The current fees are assessed countywide, and have been adopted at 50 percent of the maximum fees calculated in the 2006, 2010 and 2014 studies. To make the calculations easier to follow, numbers in one table that are inputs into another table are highlighted in red.

Legal Background

School impact fees have been litigated and upheld in Florida. In *St. Johns County v. Northeast Florida Builders Association*, the Florida Supreme Court ruled in 1991 that school impact fee ordinances do not conflict with the State constitutional requirement of a uniform system of public schools, and that neither the State constitution nor State law preempts county school impact fees. The Court further ruled that the failure of municipalities within the county to participate in the school impact fee could invalidate the ordinance, since some of the funding would be used to construct schools that would benefit development not subject to the fee. For this reason, the Court held that no impact fee could be collected under the ordinance until "substantially all of the population of St. Johns County is subject to the ordinance."

In 2000, the Florida Supreme Court heard another school impact fee case, *Volusia County v. Aberdeen at Ormond Beach, L.P.* The case was brought by the company that owned Aberdeen at Ormond Beach Manufactured Housing Community, an age-restricted mobile home park. The mobile home park had restrictive covenants that imposed limits on the age of residents, including a prohibition against permanent residence by persons younger than 18 years old. The Court held that the school impact fee ordinance should not apply to age-restricted communities, because they will not generate a need for additional school facilities.

Since impact fees were pioneered in states like Florida that lacked specific enabling legislation, such fees have been defended as a legal exercise of local government's broad "police power" to regulate land development in order to protect the health, safety and welfare of the community. The courts have developed guidelines for constitutionally valid impact fees, based on "rational nexus" standards. The standards set by court cases generally require that an impact fee meet a two-part test:

1) The fees must be proportional to the **need** for new facilities created by new development, and

2) The expenditure of impact fee revenues must provide a **benefit** to the development.

The Need Test

To meet the first prong of the dual rational nexus test, it is necessary to demonstrate that new development creates the need for additional educational facilities. As illustrated in Figure 5, the Florida Department of Education projects that Citrus County enrollment will increase by 457 Capital Outlay Full-Time Equivalents (COFTEs) over the next ten years.[3]

[3] Florida Department of Education. *Capital Outlay Forecast, 2019-20 to 2029-30*, July 22, 2019

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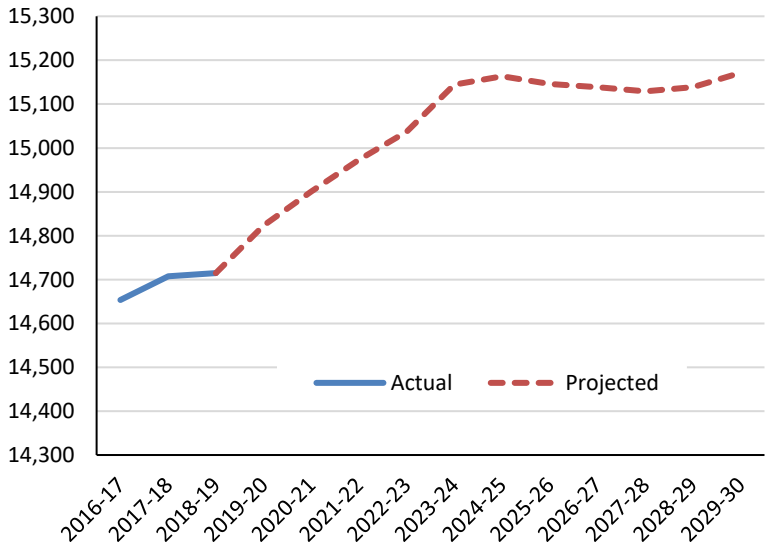
Figure 5. Projected Enrollment, 2020-2030



In the short term, the School District does not have any major school capacity projects in its current five-year plan. However, the District has ten years to expend or encumber the funds, with a possible additional five-year extension. The District's current work program anticipates the need for a $13 million expansion of the Floral City Elementary school over the next ten years, and an additional $53 million for a new elementary or combination school and another expansion to Floral City Elementary within 20 years.

The fact that the School District currently has more capacity than students should not be interpreted to mean that there is plenty of excess capacity to accommodate new students indefinitely, or that there is no need for new residential units to pay school impact fees. Even though the District meets Classroom Size Amendment maximum classroom size standards, the fact that the District has fewer students than the maximum number that could theoretically be accommodated means that many classrooms have fewer than the maximum number of students. These smaller-than-mandated classroom sizes translate into a better level of service for the students.

The level of service and fee calculation methodology for school impact fees is analogous to that used for transportation impact fees. No one expects that every road should be filled to capacity before any road improvements are made. Like school impact fees, the transportation fees are based on a one-to-one system-wide ratio of capacity to demand; also like schools, the roadway system provides more capacity than current demand. Fewer cars in a lane, like fewer students in a class, result in a better level of service.

The School District recognizes that it will not be able to maintain the current level of service indefinitely, and for this reason the school impact fees are based on the cost to maintain a minimum one-to-one ratio between students and capacity. This means that as growth occurs and enrollment increases, the level of service will tend to decline (i.e., classroom sizes will increase). Even allowing for some increase in classroom size, the District will need to construct new school facilities in the future. New residential units constructed over the next few years should pay their fair share of the long-term impacts on the need for new school facilities.

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Not only does growth in housing units create a need for new student stations, the school impact fees are proportional to the need. The County's school impact fees are proportional to the number of students expected to enroll in public school in Citrus County for each type of dwelling unit constructed. Student generation rates derived from U.S. Census data for Citrus County have been calibrated against actual public school enrollment in Citrus County to ensure that the school impact fees assessed are proportional to the impacts of the development.

The Benefit Test

To meet the second prong of the dual rational nexus test, it is necessary to demonstrate that new development subject to the fee will benefit from the expenditure of the impact fee funds. One requirement is that the fees actually be used to fill the need that serves as the justification for the fees under the first part of the test. Section 54-8(d) of the County's impact fee ordinance contains provisions requiring that impact fee revenues be spent only on growth-related capital improvements:

> *Proceeds collected pursuant to this chapter shall be spent only in accordance with this subsection and only on capacity-adding capital road, park, fire, EMS, law enforcement, library, public buildings, and school facilities, the need for which is created by and the provision of which will substantially benefit new impact-generating land development. Impact fee proceeds shall not be appropriated for operation or maintenance costs or to correct existing deficiencies or needs not created by new impact-generating land development.*

These provisions ensure that school impact fee revenues are spent on improvements that expand the capacity of the public educational system to accommodate new students, rather than on the maintenance or rehabilitation of existing school facilities or other purposes.

Another way to ensure that the fees are spent for their intended purpose is to require that the fees be refunded if they have not been used within a reasonable period of time. The Florida District Court of Appeals upheld Palm Beach County's road impact fee in 1983, in part because the ordinance included refund provisions for unused fees. Section 54-9(a) of the County's impact fee ordinance requires that the fees be returned to the fee payer if they have not been spent or encumbered within ten years of fee payment, although the County Commission may extend the deadline for another five years. In sum, ordinance provisions requiring the earmarking of funds and refunding of unexpended funds to fee payers ensure that the fees are spent to benefit the fee-paying development.

Service Area

The countywide school impact fee ordinance requires all new residential development within Citrus County to pay applicable impact fees prior to the issuance of a building permit. Municipalities within the county collect the fees and turn them over to the County, which in turn transmits them to the School District to be spent on growth-related improvements according to the terms of an interlocal agreement between the County and the School District. The use of a countywide service area is consistent with the *St. John's County* decision by the Florida Supreme Court.

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A single countywide benefit district provides reasonable benefit to the development paying the school impact fee. The construction of a school anywhere in the county will increase capacity to serve new development, regardless of location. As new schools are constructed, attendance zones can be modified to ensure that the capacity is efficiently utilized. A new residential development subject to a school impact fee is not guaranteed that the students residing there will attend a new school paid for with those impact fees, just as a new development paying road impact fees is not guaranteed the ability to drive exclusively on new roads funded with those road impact fees.

Instead, the benefit to an impact-fee-paying development is that the impact fees are spent to expand the overall capacity of the public school system, so that the students living in new developments have student stations available for them, regardless of whether those stations are in new or existing schools.

Level of Service

A fundamental principle of impact fees is that new development should not be held to a higher standard than existing development. If the impact fees are based on a higher standard than currently exists, new development must not be required to both pay the impact fee and pay taxes that are used to remedy the existing deficiency, unless credit against the fees is given for such tax payments.

In the arena of school impact fees, the level of service can best be measured in terms of the overall ratio of students to school capacity. School capacity is determined in accordance with standards developed by the State, as described below. The level of service standard and impact fee calculations in this study are based on the same methodology used in the previous impact fee study.

School Capacity

The Florida Department of Education (DOE) maintains an inventory of student capacity in schools. This inventory is referred to as the Florida Inventory of School Houses (FISH). There are two official measures of school capacity: "FISH Satisfactory Student Stations" and "Actual FISH Capacity." FISH Satisfactory Student Stations are computed by multiplying the core-curriculum classrooms by the maximum students per class by grade level (different capacities are specified for specialized classrooms). In the November 2002 election, Florida voters approved the Classroom Size Reduction Amendment (Amendment 9) to the Florida Constitution. Section 1 of Article IX of the State Constitution establishes, by the beginning of the 2010/2011 school year, the following maximum number of students in core curricula courses assigned to a teacher: (1) pre-kindergarten through grade 3 – 18 students; (2) grades 4 through 8 – 22 students; and (3) grades 9 through 12 – 25 students. Following the passage of the classroom size amendment, DOE adjusted (lowered) FISH classroom capacities to reflect the mandated targets.

Actual FISH Capacity takes into account DOE adopted utilization rates. The official utilization rates are: 100 percent of Satisfactory Student Stations for elementary schools, 90 percent for middle schools and 95 percent for high schools. Utilization rates give school boards some flexibility at middle and high school levels to accommodate reasonable inefficiencies created with multiple class changes, electives and other activities. Schools that have a combination of grade levels (e.g., K-8 or 6-12) take on the utilization rate of middle schools (90 percent).

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For the purposes of this report, Actual FISH Capacity is used. For convenience, the term "student stations" may be used when referring to school capacity, but that capacity is measured in terms of Actual FISH Capacity, not FISH Satisfactory Student Stations.

The County has adopted specific level of service standards within the *Citrus County Comprehensive Plan* that calls for providing 100% of FISH capacity needed to serve existing students at the elementary, middle and high school levels. Similarly, the level of service standard used in this impact fee analysis is a countywide ratio based on FISH capacity.

Existing School Inventory

To determine the current level of service for educational facilities in Citrus County, an inventory was prepared of existing schools for the 2019/2020 school year. Table 20 shows the existing school inventory, including the name of each school, grade level, enrollment, site area in acres, building square feet (permanent and portable) and student capacity (permanent and portable). The Citrus County School District (CCSD) operates 18 traditional public education facilities serving pre-kindergarten through the 12th grade. The School District is in the process of eliminating or at least significantly reducing the use of re-locatable classrooms. The existing level of service will be based exclusively on permanent capacity.

Table 20. Existing Inventory of Public Schools

Facility	Enroll-ment	Acres	Building Sq. Feet		Actual FISH Capacity		
			Perm.	Port.	Perm.	Port.	Total
Central Ridge Elementary	785	20	118,714	0	810	0	810
Citrus Springs Elementary	748	16	93,208	2,520	788	22	810
Crystal River Primary	651	25	106,008	0	661	0	661
Floral City Elementary	374	12	56,591	4,285	459	38	497
Forest Ridge Elementary	740	20	116,363	0	759	0	759
Hernando Elementary	758	33	90,945	0	754	0	754
Homosassa Elementary	405	10	62,242	0	412	0	412
Inverness Primary	670	11	88,553	0	766	0	766
Lecanto Primary	800	35	101,233	0	858	0	858
Pleasant Grove Elementary	663	22	93,283	1,422	745	12	757
Rock Crusher Elementary	687	104	94,842	0	699	0	699
Subtotal, Elementary Schools	7,281	308	1,021,982	8,227	7,711	72	7,783
Citrus Springs Middle	765	40	167,636	0	852	0	852
Crystal River Middle	932	18	159,732	0	1,215	0	1,215
Inverness Middle	1,089	29	167,428	931	1,344	8	1,352
Lecanto Middle	789	31	126,814	0	860	0	860
Subtotal, Middle Schools	3,575	118	621,610	931	4,271	8	4,279
Citrus Senior High	1,436	40	236,055	0	1,750	0	1,750
Crystal River Senior High	1,161	189	288,924	0	1,477	0	1,477
Lecanto Senior High	1,647	79	228,551	0	1,733	0	1,733
Subtotal, High Schools	4,244	308	753,530	0	4,960	0	4,960
Total, Traditional Schools	15,100	734	2,397,122	9,158	16,942	80	17,022

Source: Acres, building square feet and total FISH capacity from Florida Department of Education, *FISH School Land Inventory*, February 26, 2020 (total FISH capacity allocated between permanent and portable based on square feet); current enrollment as of December 2019 from Citrus County School District.

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Level of Service Summary

The appropriate level of service for the purpose of impact fees is the countywide ratio of student enrollment in traditional schools to permanent FISH capacity in traditional schools. The District has a small amount of capacity in portable buildings, but the level of service is based only on permanent capacity. As shown in Table 21, the School District currently provides more than one unit of permanent FISH capacity per enrolled student at all three grade levels. Consequently, there are no existing district-wide deficiencies.

Table 21. Existing School Level of Service

Grade Level	Permanent Capacity	2019/2020 Enrollment	Capacity/ Student
Elementary	7,711	7,281	1.06
Middle	4,271	3,575	1.19
High	4,960	4,244	1.17
Total	16,942	15,100	1.12

Source: Table 20.

Student Generation Rates

The impact of new residential development on the demand for public school facilities is based on the average number of public school students generated per dwelling unit for various housing types. The student generation rates are not calculated as the ratio of students to occupied units, since not all units are occupied at all times. To take into account less than full occupancy, the student generation rates are calculated as the ratio of students to total dwelling units.

The most current available data source on student generation rates by type of dwelling unit is the U.S. Census Bureau's American Community Survey 5-percent microdata (aggregated 1% annual samples from 2013-2017). Microdata contain household records for a sample of housing units in a geographic area. In using the census sample data, public school students are defined as persons enrolled in public school and attending preschool through 12th grade. The student generation rates from the 2013-2017 census sample data by housing type are shown in Table 22. These student generation rates are referred to as "uncalibrated," because they have not yet been adjusted to reflect actual conditions in Citrus County.

Table 22. Unadjusted Student Generation Rates

Housing Type	Sample Units	Students	Housing Units	Students/ Unit
Single-Family Detached	2,317	10,861	52,665	0.206
Multi-Family	257	643	6,613	0.097
Mobile Home	765	3,827	19,547	0.196
Total	3,339	15,331	78,825	0.194

Source: US Census Bureau, American Community Survey weighted 5% sample data from annual 1% samples for 2013-2017 for Citrus County; students defined as public school students below college level.

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One factor that requires special consideration is age-restricted housing developments that are restricted to occupancy by adults 55 years or older. Such developments are exempt from school impact fees. Consequently, student generation rates should be those that are applicable to non-age-restricted units. This analysis started with developments registered as age-restricted with the State of Florida (because registration with the State is not required, the estimates are likely to under-count actual age-restricted units), and county Property Appraiser records. The data shows that age-restricted units account for about 1% of single-family units and 6% of multi-family units.

Table 23. Non-Age-Restricted Housing Units

Housing Type	Total Units	Age-Restricted	Non-Age-Restricted	% of Total
Single-Family Detached	56,560	619	55,941	98.9%
Multi-Family	6,508	416	6,092	93.6%
Mobile Home	21,915	0	21,915	100.0%
Total	84,983	1,035	83,948	98.8%

Source: Total units from Table 97; age-restricted unit from Florida registry and GIS provided by School District, August 19, 2020

The unadjusted students per unit are divided by percentages of units for each housing type that are not age-restricted to calculate the adjusted students per unit in Table 24. These rate have been adjusted to take out the effect of age-restricted units.

Table 24. Adjusted Student Generation Rates

	Single-Family	Multi-Family	Mobile Home
Unadjusted Students per Unit	0.206	0.097	0.196
÷ % Non-Age-Restricted Units	98.9%	93.6%	100.0%
Adjusted Students per Unit	0.208	0.104	0.196

Source: Unadjusted student/unit from Table 22; percent of units that are not age-restricted from Table 23.

To ensure that the adjusted student generation rates derived from the sample data are representative of actual conditions in Citrus County today, the expected public school students based on the number of non-age-restricted dwelling units estimated to exist in 2020 and the student generation rates derived from the census sample data are compared to the actual current public school enrollment in Citrus County (actual enrollment includes only students who are housed in District-owned traditional schools). As Table 25 shows, the actual number of students enrolled in traditional Citrus County Public Schools is 8% lower than the expected number. Consequently, the rates for all housing types are reduced by the calibration factor to derive the calibrated student generation rates used in the fee schedule.

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Table 25. Calibrated Student Generation Rates

	Single-Family	Multi-Family	Mobile Home	Total
Non-Age-Restricted Units	55,941	6,092	21,915	83,948
x Uncalibrated Students/Unit	0.206	0.097	0.196	na
Expected Students	11,524	591	4,295	16,410
Actual Students	na	na	na	15,100
÷ Expected Students	na	na	na	16,410
Calibration Factor	0.920	0.920	0.920	0.920
x Adjusted Students/Unit	0.208	0.104	0.196	na
Calibrated Students/Unit	0.191	0.096	0.180	na

Source: 2020 units from Table 102, Appendix A; adjusted students per unit from Table 22; actual students from Table 20; calibration factor is ratio of total actual to expected students; calibrated students per unit is product of uncalibrated student generation rate and calibration factor.

To develop the student generation rate for low-income single-family detached units, state-wide data were reviewed to determine relative differences in student occupancy rates per unit for low-income households residing in single-family units and all households in single-family units. Data from the Census Bureau presented in Table 26 indicates that single-family units occupied by low-income households tend to have about one-sixth fewer public school students than the average single-family household.

Table 26. Students per Low-Income Single-Family Detached Unit

Housing Type	Students	Households	Students per HH
Low-Income Single-Family Units	475,780	1,337,136	0.356
Total Single-Family Units	1,800,883	4,364,423	0.413
Ratio of Student Generation Rates, Low-Income to Total			86.2%
x Single-Family Student Generation Rate			0.191
Low-Income Single-Family Student Generation Rate			0.165

Source: US Census Bureau, American Community Survey weighted 5% sample data from annual 1% samples for 2013-2017 for Florida; students defined as public school students below college level; low-income households defined as those with annual household incomes below 80% of the median household income for the state; single-family student generation rate from Table 25.

The 2014 study reduced the student generation rates to take into account projections from the Florida Bureau of Economic and Business Research indicating the school-age population in Citrus County would grow much more slowly than total population over the next 25 years. However, the Bureau's latest projections indicate the County's school-age population will grow at the same rate as total population, as shown in Table 27. Because current data no longer support the previous adjustment to student generation rates, it is not included in this update.

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Table 27. Growth of School-Aged versus Total Population, 2020-2045

Year	Total Population	5-17 Year Olds	Percent 5-17
2020	148,588	16,403	11.0%
2025	155,334	17,044	11.0%
2030	161,148	17,740	11.0%
2035	166,161	18,549	11.2%
2040	170,184	19,134	11.2%
2045	173,718	19,193	11.0%
25-Year Growth, 2020-2045	25,130	2,790	
% Increase, 2020-2045	16.9%	17.0%	
% Increase of 5-17 Year-Olds Relative to Total Population			100.6%

Source: University of Florida, Bureau of Economic and Business Research, January 1, 2020.

There is no need to calculate student generation rates for age-restricted units, because these units are not expected to generate any K-12 students and are exempt from school impact fees. The updated student generation rates are summarized in Table 28.

Table 28. Summary of Student Generation Rates

Housing Type	Unit	Students/ Unit
Single-Family Detached	Dwelling	0.191
Single-Family Det., Low-Income	Dwelling	0.165
Multi-Family	Dwelling	0.096
Mobile Home Park	Pad/Space	0.180

Source: Table 25 and Table 26.

Cost per Service Unit

In determining appropriate school impact fee costs, the first step is to calculate the facility cost per student station. The Citrus County School District recently completed the new Central Ridge Elementary and the Renaissance Center, an alternative education facility for middle and high school students. The most recent high school construction project was a complete renovation of the Crystal River High School. These recent local costs are compared with State construction cost guidelines to determine the capital cost per student station.

Construction Cost

Construction costs for schools are divided into two major components; direct construction costs for the school facility and indirect construction costs related to site preparation, utilities and other costs. The direct construction cost components include construction costs, design and engineering costs associated with construction and furniture, fixtures and equipment (FF&E) costs. The direct construction costs per student for the most recently-constructed elementary school, alternative education facility (proxy for middle school) and high school (a complete renovation project roughly comparable to new construction costs) are summarized in Table 29.

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Table 29. Recent School Construction Costs

School Facility	Year Completed	Total Cost	Less Add-Ons	Construction Cost	FISH Capacity	Cost/ Student
Central Ridge Elementary	2008	$22,049,970	-$155,284	$22,205,254	810	$27,414
Renaissance Center	2006	$7,494,619	-$117,000	$7,611,619	266	$28,615
Crystal River High School	2013	$40,253,056	-$605,355	$39,647,701	1,477	$26,843

Source: Citrus County School District.

In the table below, the recent average construction costs per student shown above are compared with the State-recommended maximum construction costs per student station for the current year. The State cap is based on FISH Satisfactory Student Stations, while the local cost is based on Actual FISH Capacity. In order to compare the State cap to the local cost used in this study, the State cap is divided by the appropriate utilization factor to convert to the cost per FISH capacity. As shown in Table 30, the District's recent school construction costs per student station are higher than the State caps for elementary and middle schools and lower for high schools. The lower of the local or State costs are used for each grade level.

Table 30. Comparison to State School Construction Cost per Student Caps

Grade Level	State Cap/ Station	Utilization Factor	State Cap/ FISH Cap.	Local Cost	Lower of the Two
Elementary	$20,939	1.00	$20,939	$27,414	$20,939
Middle	$22,267	0.90	$24,741	$28,615	$24,741
High	$28,733	0.95	$30,245	$26,843	$26,843

Source: State cap per student station from Florida Department of Education, *Review and Adjustment for Florida's Cost per Student Station*, January 1, 2020; dividing by the utilization factor converts student stations to FISH capacity; local cost per FISH capacity from Table 29.

The cost per student for each grade level used in the impact fee calculations is based on the weighted average construction cost per student capacity in permanent classrooms, based on the lower of local costs or State construction caps. The weighted average construction cost is $23,500 per student, as shown in Table 31.

Table 31. Weighted Construction Cost per Student

Grade Level	No. of Students	% of Enrollment	Cost/ Station	Weighted Cost/Station
Elementary	7,281	48.2%	$20,939	$10,093
Middle	3,575	23.7%	$24,741	$5,864
High	4,244	28.1%	$26,843	$7,543
Total	15,100	100.0%		$23,500

Source: Number of students from Table 20; cost per station from Table 30.

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Site Cost

The costs of school sites include both land and site improvement costs. The land cost per student capacity is determined by using recent land acquisition costs. Recent land acquisitions include the acquisition of two large parcels of land, including a site adjacent to Crystal River High School for future expansion and the Central Ridge Elementary site. The most recent acquisition was a 20-acre site for the planned new elementary school purchased in November 2011. As shown in Table 32, the site acquisition costs for the District's last three land purchases averaged approximately $9,800 per acre.

Table 32. School Land Acquisition Cost per Acre

School Site (Year)	Cost	Acres	Cost/Acre
Crystal River High School Property Expansion (2004)	$1,200,000	145.0	$8,276
Central Ridge Elementary School Site (2005)	$790,887	115.6	$6,842
New Elementary School Site (2011)	$746,886	20.1	$37,159
Weighted Average Land Purchase Cost	$2,737,773	280.7	$9,753

Source: Citrus County School District, November 15, 2013 and March 20, 2020.

Site improvement costs include costs for off-site improvements, on-site improvements, permits, hurricane upgrades and other costs. On-site improvements typically include grading, landscaping, playgrounds and sport fields. Off-site costs typically include the costs to make public utility and road improvements. The site improvement cost per acre is based on the average on-site and off-site improvement costs for the new Central Ridge Elementary site and the expansion land adjacent to Crystal River High School. As shown in Table 33, the site improvement costs average $3,017 per acre based on the District's two most recent projects.

Table 33. School Site Improvement Costs per Acre

	Central Ridge Elem.	Crystal River High	Total
Off-Site Costs	$22,084	$605,355	$627,439
On-Site Costs	$3,200	$0	$3,200
Total Site-Related Costs	$25,284	$605,355	$630,639
÷ Site Acres	20	189	209
Site Improvement Cost/Acre	$1,264	$3,203	$3,017

Source: Costs from Citrus County Schools; total site size from Table 20.

Total site costs include site improvement and acquisition costs. As shown in Table 34, total site costs average $12,770 per acre.

Table 34. Total School Site Costs per Acre

Average Site Acquisition Cost per Acre	$9,753
Average Site Improvement Cost per Acre	$3,017
Total Average School Site Cost per Acre	$12,770

Source: Site acquisition cost from Table 32; site improvement cost from Table 33.

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The site cost per student is derived from total school facility acreage and student capacity. As shown in Table 35, the site cost is $553 per student.

Table 35. School Site Cost per Student

Total Acres	734
÷ Current Permanent FISH Capacity at Existing Schools	16,942
Acres per Student Capacity	0.0433
x Total Avg. School Site Cost per Acre	$12,770
Site Cost per Student	$553

Source: Acres and capacity from Table 20; total site cost per acre from Table 34.

Ancillary Facility Cost

In addition to schools themselves, the District provides ancillary facilities that must also be expanded as enrollment grows. These ancillary facilities include administration buildings, fleet maintenance facilities and buses. The ancillary facility inventory is provided in Table 36. The facility replacement values are based on the School District's insured values. The land costs are based on the total site costs calculated in the preceding section.

Table 36. School Ancillary Facility Costs

Ancillary Facilities	Land (Acres)	Bldg. Sq. Ft.	Insured Value	Land Value
District Services Center	16	79,446	$14,746,574	$204,320
John H Headlee Tech Center	6	16,336	$2,840,733	$76,620
Marine Science Station	22	10,562	$1,258,051	$280,940
Student Services Center	1	4,500	$908,804	$12,770
Bus Garage-Crystal River	3	10,608	$1,342,911	$38,310
Bus Garage-Lecanto	18	11,832	$1,601,958	$229,860
Total	66	133,284	$22,699,031	$842,820

Source: Acres and building square feet from Florida Department of Education, February 26, 2020; building replacement cost based on insured values from Citrus County School District, June 9, 2020; land value based on acres and cost per acre from Table 34.

Currently, the School District has 200 buses in active service. These include buses on daily routes and spare buses. The spare buses are needed as substitute buses when the route buses are in for service, and are also used for field trips. The current unit cost for new school buses is multiplied by the number of buses to determine the total cost of the current bus fleet, as shown in Table 37.

Table 37. Existing School Bus Fleet Cost

School Bus Cost per Unit	$111,000
x Buses in Service	189
School Bus Replacement Cost	$20,979,000

Source: Bus inventory and replacement cost from Citrus County School District, March 20, 2020.

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The total ancillary cost is the sum of facility, land acquisition/site preparation and bus costs, as shown in Table 38. The total cost is divided by the current permanent student capacity in District-owned facilities to determine the ancillary capital cost per student.

Table 38. Total School Ancillary Facility Cost per Student

Ancillary Facility Building Cost	$22,699,031
Ancillary Facility Land Cost	$842,820
Bus Fleet Cost	$20,979,000
Total Ancillary Cost	$44,520,851
÷ Current Permanent FISH Capacity	16,942
Total Ancillary Capital Cost per Student	$2,628

Source: Building and land cost from Table 36; bus fleet cost from Table 37; current FISH capacity from Table 20.

Total Cost per Student

Table 39 sums the construction, site and ancillary facility costs. The total is an average cost of $26,681 per student station.

Table 39. School Facility Cost per Student

Construction Cost per Student	$23,500
Site Cost per Student	$553
Ancillary Facility Cost per Student	$2,628
Total Capital Cost per Student	$26,681

Source: Construction cost per student from Table 31; land cost from Table 35; ancillary cost from Table 38.

Net Cost per Service Unit

Credit should be provided against the impact fees for the cost to remedy existing deficiencies and for outstanding debt on existing facilities. The fees have been calculated on the basis of the existing level of service, so there are no existing deficiencies. The District does not have any outstanding debt related to past capacity improvements. Consequently, no credits are warranted for deficiencies or debt.

As discussed in the Introduction chapter, other types of credits are not clearly required, but will be provided to be consistent with past studies. In addition to paying school impact fees, new development will also pay for school facilities through its future contributions to other capital funding sources that will be used to pay for expanding school capacity. The school impact fees are reduced by the present value of those future contributions expected to be made over the next 25 years in order to ensure that new development is not charged twice for the same facilities.

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Property Tax Credit

School boards in Florida are authorized to impose a maximum 1.50-mill property tax for capital improvements known as the Capital Improvement Tax (CIT). The maximum CIT millage rate was reduced from $2.00 to $1.75 per $1,000 of taxable value in 2008 and to $1.50 per $1,000 of taxable value effective on July 1, 2009 in response to changes in Florida State law. However, the law allowed school boards to retain the 1.75 mills for two years with a super-majority vote of the board, and for subsequent additional two-year periods if authorized by the voters. On November 2, 2010, Citrus County voters authorized the Citrus County School Board to retain the 1.75 mills for two years. The CIT millage rate has since reverted to 1.50 mills after voters declined to approve an extension.

Credit for future revenues only needs to be given for funds that will be available for capacity-expanding improvements. As part of this update, the District's official *5-Year District Facilities Work Program* and past work programs were examined to estimate the percent of future capital funding likely to be received by the School District over the next 25 years that will be available to pay for capacity-expanding improvements. The capital expenditures and revenues anticipated by the School District over the next five years, as set forth in the District's five-year work program, are summarized in Table 40. Planned capacity-expanding improvements are modest, amounting to less than one percent of non-earmarked recurring revenues, which consist primarily of the School District's 1.50 mill Capital Improvements Tax.

Table 40. Planned School Capital Expenditures and Revenues, 2020-2024

	Total	Capacity	Non-Capacity
Educational Complex Emergency Access	$995,651	$995,651	$0
Educational Complex Emergency Access, Ph. 2	$387,000	$387,000	$0
Crystal River Middle Traffic Circ. and Pick-up	$250,000	$250,000	$0
Site Testing/Surveying for New Land Purchases	$250,000	$250,000	$0
Impact Fee Study Update	$48,500	$48,500	$0
Other Capital Projects	$25,737,549	$0	$25,737,549
Maintenance/Repair	$17,589,090	$0	$17,589,090
Maintenance/Repair Salaries	$12,625,000	$0	$12,625,000
School Bus Purchases	$6,413,000	$0	$6,413,000
Capital Outlay Equipment	$900,000	$0	$900,000
Rent/Lease Payments	$802,500	$0	$802,500
s. 1011.14 Debt Service	$2,500	$0	$2,500
Rent/Lease Relocatables	$82,380	$0	$82,380
Environmental Problems	$1,383,150	$0	$1,383,150
Casualty Insurance Premiums	$8,267,107	$0	$8,267,107
Qualified School Construction Bonds	$15,132,167	$0	$15,132,167
Technology Maintenance/Equipment	$12,526,211	$0	$12,526,211
Enterprise Software	$2,874,403	$0	$2,874,403
Total Expenditures	$106,266,208	$1,931,151	$104,335,057
- Impact Fees	-$1,681,651	-$1,681,651	$0
- Federal Safety/Security Grants	-$710,861	$0	-$710,861
- CO&DS	-$2,755,555	$0	-$2,755,555
Paid w/Non-Earmarked Recurring Revenue	$101,118,141	$249,500	$100,868,641
Percent	100.0%	0.25%	99.75%

Source: Citrus County School District, *5-Year District Facilities Work Program*, November 8, 2019.

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Credit needs to be provided only for CIT revenue that will be used for capacity-expanding capital improvements. The District's current five-year plan devotes less than one percent of CIT revenues to capacity improvements, but that may be outside the long-term norm. Credit will be provided for anticipated State funding using the 2010 study estimate of 19.3% available for capacity expansion.

Applying the 1.50 mill rate to the taxable value per student yields an annual payment per new student. Applying the percentage of capital funding available for capacity expansion yields the annual CIT capacity payment per student that can be expected from new development. The equivalent present value of the future stream of annual payments over the next 25 years is $4,381, as shown in Table 41.

Table 41. Annual School Capital Improvements Tax per Student

Total Citrus County School Taxable Value, FY 2020	$11,157,758,113
÷ Citrus County Public School Enrollment, FY 2020	15,100
Average Taxable Value per Student	$738,924
x Capital Millage Rate ($ per $1,000)	1.50
Annual Tax Payments per Student	$1,108
x % of Capital Funding for Capacity Expansion (from 2010 Study)	19.3%
Annual CIT Payments for Capacity per Student	$214
x Present Value Factor (25 years)	20.47
CIT Property Tax Credit	$4,381

Source: School taxable value from Citrus County Property Appraiser; enrollment from Table 20; percent of capital funding for capacity from Duncan Associates, *Citrus County, Florida Impact Fee Update*, December 2010 (derived from District's 2010 five-year work plan); present value factor based on discount rate of 1.60%, which is the average interest rate on municipal bonds reported by fmsbonds.com on June 7, 2020 (average of 20- and 30-year AAA municipal bond yields).

State Funding Credit

The State of Florida provides limited funding for capital improvements. The two sources of regular annual State capital funding, Public Education Capital Outlay (PECO) and Capital Outlay and Debt Service (CO&DS), have diminished in recent years and are no longer significant sources of capital funding. PECO new construction revenues to school boards are actually the proceeds of bonds that are retired with revenue from a State surtax on telephone lines. Due to a decrease in phone lines caused by increased usage of cell phones and alternatives to dial-up internet access, among other trends, no additional PECO funding is anticipated over the next five years. While the District anticipates receiving about half a million dollars in CO&DS funds annually over the next five years, none of it is programmed for capacity improvements. However, as noted above, the District's current five-year plan may be outside the norm. Consequently, credit will be provided for anticipated CO&DS funding.

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The State funding credit is based on the present value of future CO&DS funding per student that would be available for capacity expansion. While not earmarked for capacity improvements in the current five-year work plan, this credit calculation assumes that all the State funding is allocated for capacity-related expenditures. The total State capital funding available for capacity expansion over the next 25 years is the equivalent to a current payment of $747 per student, as shown in Table 42.

Table 42. State School Funding Credit

Annual CO&DS Funding, FY 2020-2024	$551,111
÷ Current Enrollment	15,100
Average Annual State Capital Funding per Student, FY 2020-2024	$36.50
x Present Value Factor (25 Years)	20.47
State Funding Credit per Student	$747

Source: Average annual capital funding from Citrus County School District, *5-Year District Facilities Work Program*, November 13, 2019; current enrollment from Table 20; present value factor from Table 41.

Net Capital Cost per Student

Reducing the capital cost per student by the amount of the credits for anticipated State funding and the present value of future property taxes that will be paid by new residential development and available to fund capital improvements results in a net cost of $21,553 per student, as shown in Table 43.

Table 43. School Net Cost per Student

Total Capital Cost per Student	$26,681
- Future Property Tax Credit (CIT) per Student	-$4,381
- State Funding Credit per Student	-$747
Net Capital Cost per Student	$21,553

Source: Total cost per student from Table 39; state funding credit from Table 42; CIT credit from Table 41.

Net Cost Schedule

The net cost per dwelling unit is the product of the number of public school students that, on average, can be expected to be generated from the type of unit and the net cost per student calculated in this report. The resulting net costs, which represent the maximum school impact fees that can be justified based on the analysis contained in this study, are shown in Table 44.

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Table 44. School Net Cost Schedule

Housing Type	Students/ Unit	Net Cost/ Student	Net Cost/ Unit
Single-Family, Detached	0.191	$21,553	$4,117
Single-Family Det., Low-Income	0.165	$21,553	$3,556
Multi-Family	0.096	$21,553	$2,069
Mobile Home Park	0.180	$21,553	$3,880

Source: Students per unit from Table 28; net cost per student from Table 43.

Because the Board of County Commissioners implemented the fee schedule calculated in the 2014 study at 50 percent, the updated fees are most appropriately compared to the fees calculated in the 2014 study. The potential school impact fees calculated in this update are higher than the fees calculated in the 2014 study for single-family and mobile home, but lower for multi-family, as shown in Table 45. The general increase in fees is primarily due to discontinuing the adjustment for a potential future decline in student generation rates, which is no longer supported by current data. The decline in multi-family fees is a reflection of the most current data for Citrus County, which is also more accurate because census information is now available for Citrus County alone. At the time of the previous study, census data were only available for a larger area that also included Sumter County.

Table 45. Change in School Impact Fees

Housing Type	2014 Study	Updated Fee	Change	Percent Change
Single-Family, Detached	$2,522	$4,117	$1,595	63%
Single-Family Det., Low-Income	$2,090	$3,556	$1,466	70%
Multi-Family	$2,590	$2,069	-$521	-20%
Mobile Home Park	$2,613	$3,880	$1,267	48%

Source: 2014 fees from Duncan Associates, *Citrus County, Florida Impact Fee Update*, 2014, Table 47; updated fees from Table 44.

Citrus County's current school impact fee at 50% (orange bar), updated fee at 50% (green), and updated fee at 100% (red) are compared to adopted fees in other Florida counties in Figure 6 on the following page.

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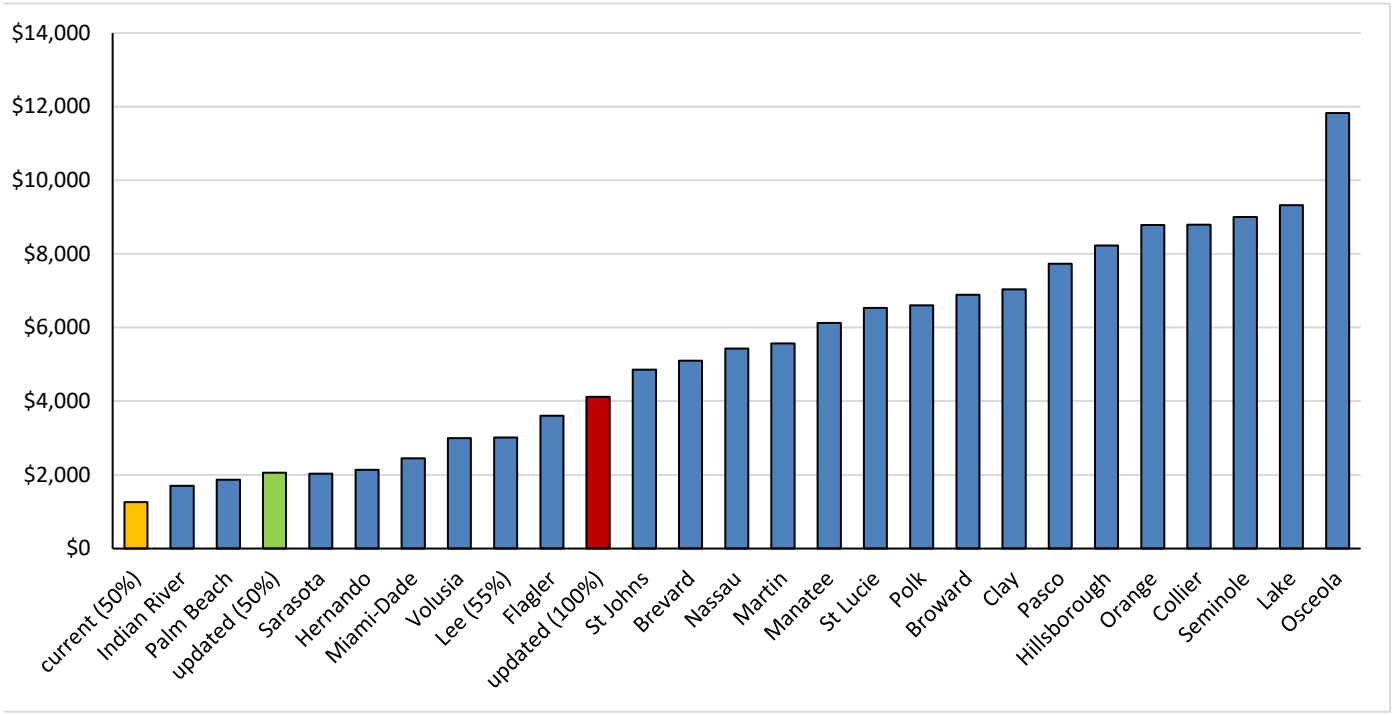
Figure 6. School Impact Fees per Single-Family Unit, Florida Counties



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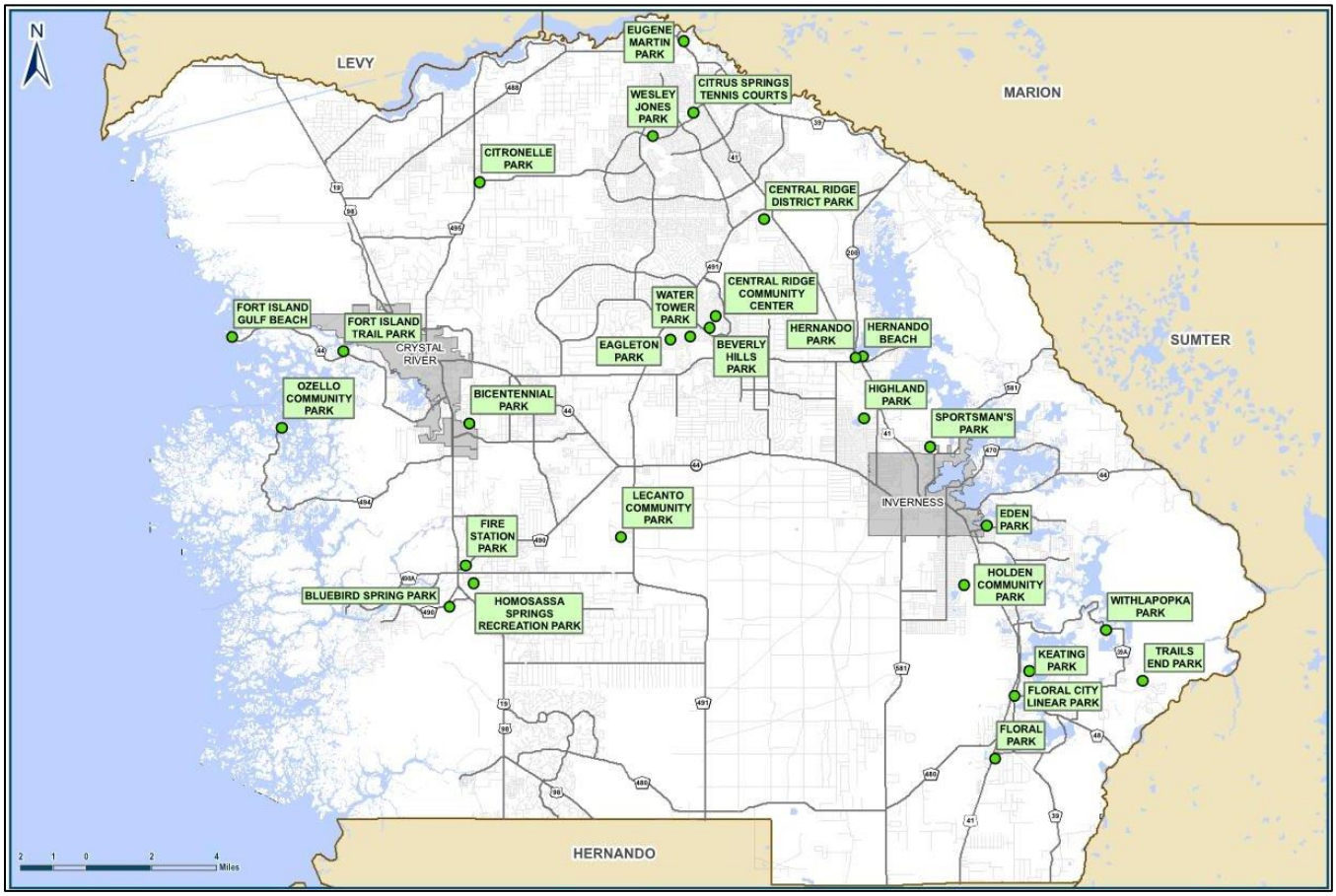
PARKS AND RECREATION

The purpose of this chapter is to update the County's parks impact fee. To make the calculations easier to follow, numbers in one table that are inputs into another table are highlighted in red.

Citrus County provides a wide variety of parks, recreational facilities, boat ramps, beaches and neighborhood parks for the enjoyment of county residents. The County's park facilities range from small neighborhood parks to large regional parks such as Bicentennial Park and Central Ridge District Park. The County also provides residents with access to the county's numerous lakes and waterways through public piers and boat ramps.

Citrus County charges a park impact fee in the unincorporated area of the County and within the City of Crystal River. The City of Inverness has opted out of charging and collecting the County's park impact fee. This report calculates the potential impact fees that could be charged to new development based on updated cost data and the current park facilities serving residents within the park impact fee service area. A detailed inventory of the developed existing parks and boat ramps is provided in Appendix E. The location of existing County parks is illustrated in Figure 7.

Figure 7. Existing County Park Locations



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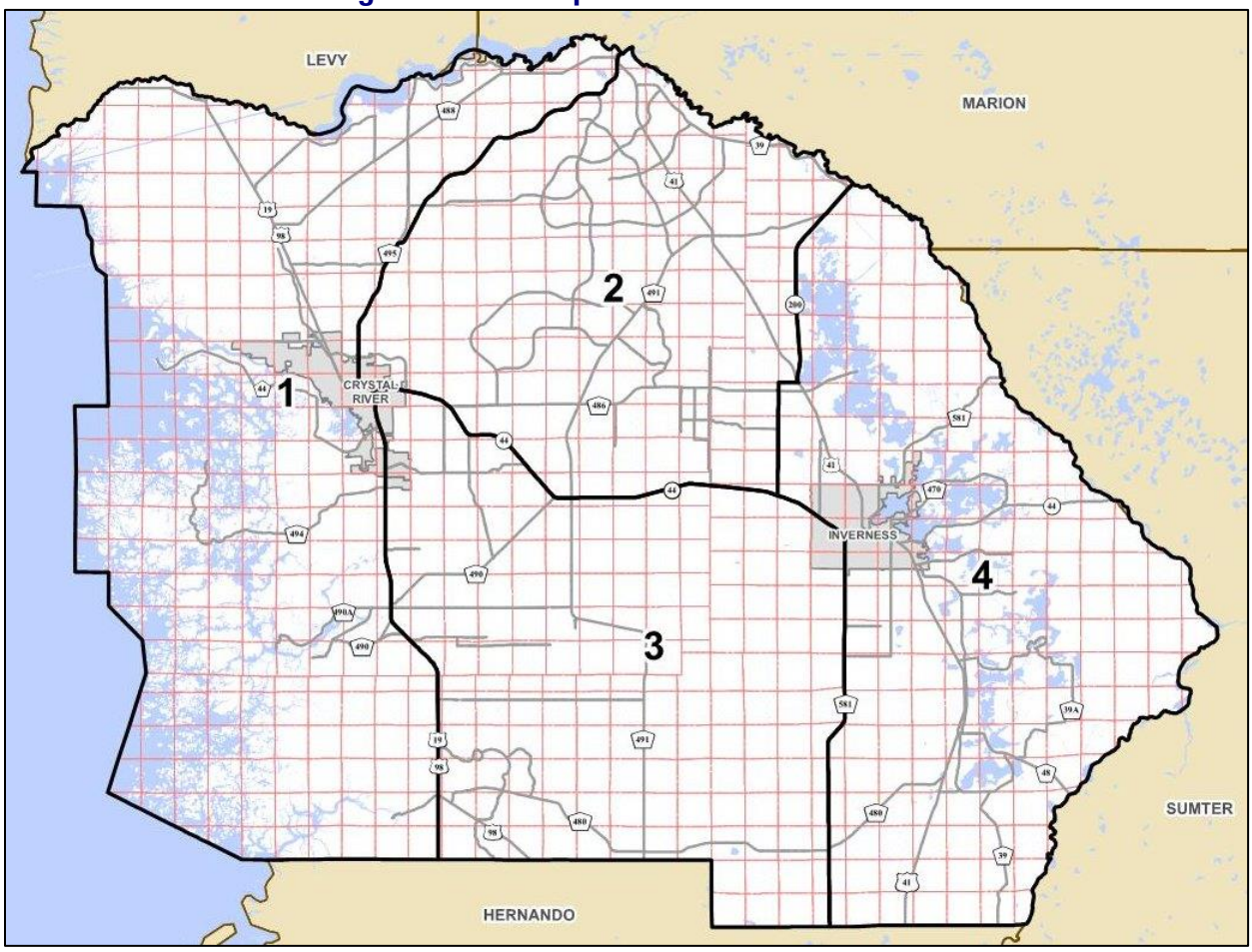
Service Area and Benefit Districts

There are two kinds of geographic areas in impact fee systems: service areas and benefit districts. A service area, also sometimes called an assessment district, is an area that is served by a defined group of capital facilities and is subject to a uniform impact fee schedule. A benefit district is an area within which fees collected are earmarked to be spent.

As mentioned above, the County's parks and recreation impact fees are assessed in the unincorporated areas of the County and the City of Crystal River. The City of Inverness has opted out of the park impact fee and is not included in the park service area or benefit districts. The same fee schedule applies throughout the service area. The park impact fee service area (unincorporated county plus Crystal River) is divided into four benefit districts, as illustrated in Figure 8.

Figure 8. Park Impact Fee Benefit Districts



Level of Service

Impact fees are generally based on the existing level of service, rather than an adopted or desired level of service. While the County's adopted level of service standards are based on permanent year-

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round residents, estimates of existing housing units are more accurate than population estimates in calculating impact fees, because estimating population requires additional assumptions about what percentage of units are occupied. The park impact fees can more reliably be based on the number of dwelling units, without having to deal with the intervening variable of occupancy rates. Consequently, the denominator used in the impact fee level of service measure is equivalent dwelling units, rather than population.

This study continues the current approach of basing the park impact fees on the existing level of service, and measuring that level of service in terms of the ratio of the replacement value of existing facilities to the amount of existing residential development. The measure used to quantify existing development is the subject of the next section.

Service Unit

Disparate types of development must be translated into a common unit of measurement that reflects the impact of new development on the demand for park facilities. This unit of measurement is called a "service unit." The service unit for park impact fees is the "equivalent dwelling unit" or EDU, which represents the impact of a typical single-family detached dwelling. By definition, a typical single-family unit represents one EDU. Other types of units each represent a fraction of an EDU, based on their relative household sizes.

Demand for park facilities is proportional to the number of people in a dwelling unit. Consequently, data on average household size for various types of units is a critical component of park demand. These data are presented and analyzed in Appendix A and are used to develop the EDU multipliers for Citrus County's parks and recreation impact fee update. The relative EDUs associated with each housing type are shown in Table 46.

Table 46. Park Equivalent Dwelling Unit Multipliers

Land Use	Persons/ Household	EDUs/ Unit
Single-Family Detached	2.16	1.00
Single-Family Det., Age-Restricted	1.54	0.71
Single-Family Det., Low-Income	1.73	0.80
Multi-Family	1.66	0.77
Multi-Family, Age-Restricted	1.15	0.53
Mobile Home	2.06	0.95

Source: Average household size data from Table 100, Appendix A; EDUs are ratios to single-family detached average household size.

In order to determine the existing level of service, it is necessary to estimate the total number of service units in the unincorporated area of the county and the City of Crystal River. The estimate of existing units is presented in Appendix A. The total EDUs are developed by multiplying the number of existing residential units by the EDUs per unit. To determine the total EDUs for the purpose of the park impact fee, the numbers of existing dwelling units of each housing type in the park service area are multiplied by the appropriate EDUs per unit and the results for all housing types are summed. As shown in Table 47, there are 78,731 park service units (EDUs) in the park impact fee service area.

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Table 47. Existing Park Service Units

Housing Type	Total Units	EDUs/ Unit	Total EDUs
Single-Family, Detached	54,353	1.00	54,353
Multi-Family	4,962	0.77	3,821
Mobile Home	21,639	0.95	20,557
Total	80,954		78,731

Source: Existing units based on City of Crystal River and unincorporated area of Citrus County from Table 102, Appendix A; EDUs per unit from Table 46.

Cost per Service Unit

This study bases the park impact fee on the existing level of service, and measures that level of service in terms of the ratio of the replacement value of existing facilities to existing residential development. A detailed inventory of Citrus County's developed park land and recreational facilities utilized in calculating the park impact fee for this update is provided in Appendix E.

Land acquisition and related site improvements are a significant cost related to park development in Citrus County. However, the County has not made any major land purchases over the past five years. Since recent local land cost data is not available, this study bases the land costs on the current cost estimates used for prototypical park costs by the County. Based on these cost estimates, the total value of the County's park land is $6.7 million, as shown in Table 48.

Table 48. Park Land Value

	Acres	Cost/Acre	Value
District Parks	266.80	$5,000	$1,334,000
Community Parks	172.76	$10,000	$1,727,600
Neighborhood Parks, Boat Ramps, Trailheads	145.53	$25,000	$3,638,250
Total	585.09		$6,699,850

Source: Total park acres from Table 110 in Appendix E; cost per acre from Citrus County Parks and Recreation, April 1, 2020.

For developed parks, the value of the land includes capital investment related to landscaping and site work costs. The landscaping and site work cost per acre in this update was provided by Citrus County Parks and Recreation. Architecture, engineering, and inspection costs are estimated to be 15% of the site-work cost. As show in Table 49, the value of site improvements for the County's developed parkland is $11.7 million.

Table 49. Park Site Improvement Value

Landscaping/Site Prep. Cost/Acre	$31,360
Architecture, Engineering and Inspection (15%)	$4,704
Total Site Development Cost per Acre	$36,064
x Total Developed Acres	325.77
Site Development Value	$11,748,569

Source: Site development cost per acre from Citrus County Parks and Recreation, April 1, 2020; developed acres from Table 110 in Appendix E.

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The replacement cost of the County's recreational facilities and park amenities are based on standardized unit costs for major amenities. The cost data are based on recent construction experience and cost estimates from Citrus County Parks and Recreation staff. The park amenity replacement value is $39.0 million based on the inventory of amenities and the standardized replacement costs, as shown in Table 50.

Table 50. Park Amenity Replacement Cost

Amenity Type	Unit	Unit Cost	Units	Total Cost
Restroom Facility	Building	$56,700	19	$1,077,300
Restroom/Concession	Facility	$130,400	8	$1,043,200
Softball Field	Field	$298,800	5	$1,494,000
Lighted Softball Field	Field	$422,500	4	$1,690,000
Basketball Court	Court	$91,300	7	$639,100
Lighted Basketball Court	Court	$103,800	4	$415,200
Basketball Court	Court	$43,500	4	$174,000
Multi-Purpose Field	Field	$159,400	7	$1,115,800
Lighted Multi-Purpose Field	Field	$241,200	2	$482,400
Lighted Multi-Purpose Court	Court	$72,400	1	$72,400
Lighted Racquetball Court	Court	$196,000	3	$588,000
Racquetball Court	Court	$130,700	4	$522,800
Lighted Tennis Court	Court	$84,500	14	$1,183,000
Lighted Baseball Field	Field	$335,000	8	$2,680,000
Baseball Field (non-regulation)	Field	$191,900	1	$191,900
Sand Volleyball Court	Court	$6,200	6	$37,200
Grass Volleyball Court	Court	$6,000	4	$24,000
Soccer Field	Field	$224,400	12	$2,692,800
Lighted Soccer Field	Field	$336,500	2	$673,000
Bocce Court	Court	$16,400	1	$16,400
Lightening Detector	Detector	$24,100	10	$241,000
Covered Bleacher/Bench	Bleacher	$4,800	27	$129,600
Junior Olympic Pool	Pool	$1,931,500	2	$3,863,000
Playground	Playground	$150,900	15	$2,263,500
Playground Equipment	Set	$54,300	11	$597,300
Paved Walking Trail	Miles	$217,300	4.1	$890,930
Exercourse/Fitness Trail	Miles	$332,000	1.7	$564,400
Picnic Pavilion	Pavilion	$248,900	20	$4,978,000
Picnic Shelter	Shelter	$30,200	28	$845,600
Picnic Table	Table	$1,300	194	$252,200
Skate Court	Court	$217,300	1	$217,300
Lighted Skate Court	Court	$325,900	1	$325,900
Shuffleboard Court	Court	$15,100	9	$135,900
Horseshoe Pit	Pit	$2,400	31	$74,400
Fishing Pier	Pier	$241,400	7	$1,689,800
Boat Ramp	Ramp	$187,100	16	$2,993,600
Boat Dock	Dock	$194,400	11	$2,138,400
Total				$39,013,330

Source: Amenity replacement costs from Citrus County Parks and Recreation, September 27, 2013, adjusted by the 20.7% change in the *Engineering News-Record* Construction Cost Index over the last 7 years from Table 12; existing park amenities from Table 110 and Table 111 in Appendix E.

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Dividing the total replacement cost of existing park land, site costs and amenities by existing service units yields the cost per EDU to maintain the existing level of service. As shown in Table 51, the value of existing park land and improvements is $57.5 million. The cost to maintain the current level of service is $730 per EDU.

Table 51. Park and Recreation Cost per Service Unit

Park Land Value	$6,699,850
Site Development Value	$11,748,569
Park Amenity Value	$39,013,330
Total Park Facility Value	$57,461,749
÷ Park Service Units	78,731
Total Park Value per Service Unit (EDU)	$730

Source: Park land value from Table 48; park site development value from Table 49; park amenity value from Table 50; park EDUs from Table 47.

Net Cost per Service Unit

The County has traditionally funded park land acquisition and improvements through a mix of funds including impact fees, general fund revenue, bonds and grants. The County previously had some outstanding debt related to three past park improvements that were capacity-expanding and therefore impact fee-eligible, and the debt was being repaid with impact fees. That debt has been retired, and there is no longer any outstanding park-related debt.

The County does not earmark any tax funds for capital improvements, and, instead, programs such funds for capital projects on an "as available" basis. This update examines these funding sources and provides an updated credit for the park fees based on the County's programmed growth-related capital funding. The County's current five-year capital improvement program has general funds programmed for the new Barge Canal boat ramp. Assuming general funds continue to be used at this rate over the long term, the credit for the present value of such expenditures that would be generated by new development amounts to $33 per park service unit, as shown in Table 52.

Table 52. Park Credit for General Fund Revenue

General Funds Programmed for Barge Canal Boat Ramp, FY 2020-24	$629,427
÷ Years	5
Average Annual General Fund Expenditures	$125,885
÷ Existing Park Service Units (EDUs)	78,731
Annual Funding per EDU	$1.60
x Present Value Factor (25 years)	20.47
Funding Credit per EDU	$33

Source: Planned general fund expenditures from Citrus County Capital Improvement Program, FY 2020-2024; existing park service units from Table 47; present value factor based on discount rate of 1.60%, which is the average interest rate on municipal bonds reported by fmsbonds.com on June 7, 2020 (average of 20- and 30-year AAA municipal bond yields).

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The County received a number of grants for park improvements from the State of Florida in the recent past. Most of these grants were used for the Central Ridge District Park improvements. No grants have been applied for in recent years due to the lack of funds to support projects stemming from the suspension of impact fee collections for over three years (February 2015 to October 2018).

Given the lack of recent grant funding history, the annual grant funding from the 2014 study will be used in this update to calculate a credit for potential future funding. In order to calculate the credit associated with capacity-related grant funding from the State, the average annual grant funding is divided by the existing service units and multiplied by the present value factor to determine the equivalent current value of the future stream of funding over the next 25 years. Based on these calculations, the grant credit for park facilities is $36 per service unit, as shown in Table 53.

Table 53. Park State Grant Credit

Year	Grant	Source	Amount
2005	FRDAP/Central Ridge District Park	State	$200,000
2005	Blue Bird Springs Playground	State	$50,000
2006	FRDAP/Central Ridge District Park	State	$200,000
2006	Blue Bird Springs Playground	State	$50,000
2007	FRDAP/Central Ridge District Park	State	$200,000
2008	FRDAP/Central Ridge District Park	State	$200,000
2009	FRDAP/Central Ridge District Park	State	$200,000
2010	No grants received		$0
2011	No grants received		$0
2012	No grants received		$0
Total State & Federal Grants, 2005-2012			$1,100,000
÷ Years			8
Average Annual Grants			$137,500
÷ Existing Park EDUs, 2013			78,731
Annual Grant Funding per EDU			$1.75
x Present Value Factor (25 years)			20.47
Grant Credit per Service Unit (EDU)			$36

Source: Grant history and 2013 EDUs from Duncan Associates, *Citrus County, Florida Impact Fee Update*, June 2014, Table 55; present value factor from Table 52.

Reducing the cost per service unit by the funding and grant credits per service unit leaves a park net cost of $661 per service unit, as shown in Table 54.

Table 54. Park Net Cost per Service Unit

Total Park Cost per EDU	$730
- Funding Credit per EDU	-$33
- Grant Credit per EDU	-$36
Net Cost per Service Unit (EDU)	$661

Source: cost per EDU from Table 51; funding credit from Table 52; grant credit from Table 53.

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Net Cost Schedule

The maximum parks and recreation impact fees that can be adopted by the County based on this study are derived by multiplying the EDUs associated with each dwelling unit type by the net cost per EDU, as shown in Table 55.

Table 55. Park Net Cost Schedule

Housing Type	Unit	EDUs/ Unit	Net Cost/ EDU	Net Cost/ Unit
Single-Family Detached (avg.)	Dwelling	1.00	$661	$661
Single-Family, Age Restricted	Dwelling	0.71	$661	$469
Single-Family, Low-Income	Dwelling	0.80	$661	$529
Multi-Family	Dwelling	0.77	$661	$509
Multi-Family, Age Restricted	Dwelling	0.53	$661	$350
Mobile Home Park	Space	0.95	$661	$628

Source: EDUs per unit from Table 46; net cost per EDU from Table 54.

The potential parks and recreation impact fees calculated in this report are compared with the current fees in Table 56. The updated fees are lower than current fees for all but multi-family units.

Table 56. Change in Park Impact Fees

Housing Type	Unit	Current Fee	Updated Fee	Change	% Chge.
Single-Family Detached	Dwelling	$675	$661	-$14	-2%
Single-Family, Age Restricted	Dwelling	$513	$469	-$44	-9%
Single-Family, Low-Income	Dwelling	$621	$529	-$92	-15%
Multi-Family	Dwelling	$479	$509	$30	6%
Multi-Family, Age Restricted	Dwelling	$358	$350	-$8	-2%
Mobile Home Park	Space	$675	$628	-$47	-7%

Source: Current fees from Table 1; updated fees from Table 55.

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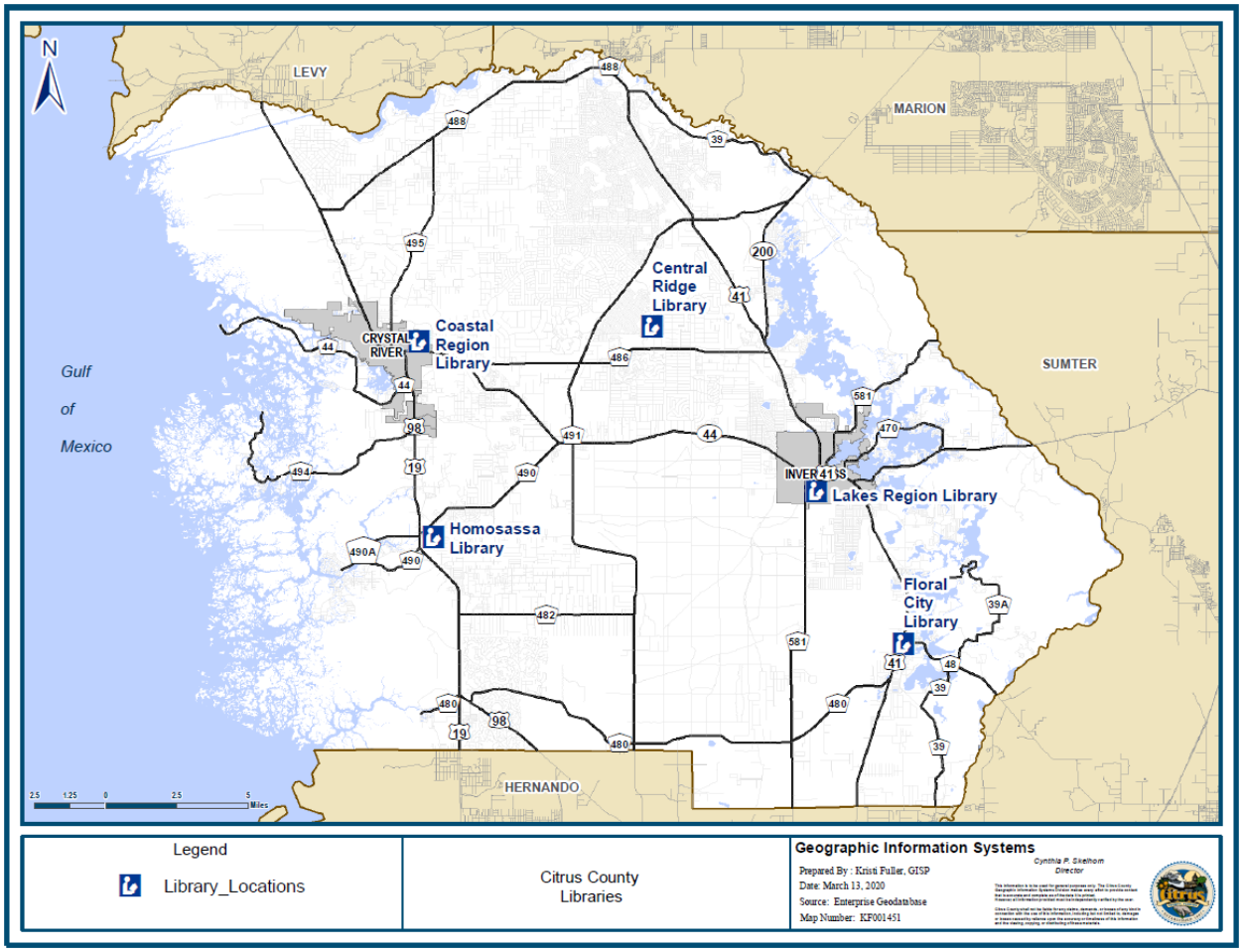
LIBRARIES

This chapter calculates updated library impact fees. To make the calculations easier to follow, numbers in one table that are inputs into another table are highlighted in red.

The Citrus County Library System serves all countywide residents through five branch library facilities. The libraries are primarily funded through a countywide library taxing district, and the impact fee is charged countywide. The locations of the libraries are illustrated in Figure 9.

Figure 9. Library Locations



Service Area

The library impact fee is charged countywide and there is one unified, countywide service area and benefit district. The individual branch libraries in the Citrus County Library System are connected by inter-library loans and other resource-sharing programs. A single countywide service area is appropriate for the library system because each library in the system provides access to the entire library collection.

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Level of Service

The library impact fees are based on the overall level of service provided to countywide residents by the Citrus County Library System. As in previous updates, the level of service used in developing the library impact fees is the ratio of the replacement value of existing facilities to the number of existing library service units.

Service Unit

As with the park impact fee, the library service unit used in this study is the "equivalent dwelling unit" or EDU, which represents the impact of a typical single-family detached dwelling. A typical single-family unit represents one EDU. Other types of residential units each represent a fraction of an EDU, based on their relative household sizes.

Since library facilities are generally used by individuals rather than businesses or other nonresidential land uses, the library impact fees are only charged to residential land uses and the service units are based on residential units. As a result, the demand for library facilities is proportional to the number of people in a dwelling unit. The total existing EDUs are determined by multiplying the number of existing residential units by the EDUs per unit. As shown in Table 57, there are 82,390 library service units (EDUs).

Table 57. Existing Library Service Units

Housing Type	Total Units	EDUs/ Unit	Total EDUs
Single-Family, Detached	56,560	1.00	56,560
Multi-Family	6,508	0.77	5,011
Mobile Home	21,915	0.95	20,819
Total	84,983		82,390

Source: Existing countywide units from Table 102, Appendix A; EDUs per unit from Table 46.

Cost per Service Unit

The library impact fees are based on the existing countywide level of service. The level of service is measured in terms of the ratio of replacement value of existing facilities to existing residential development. The Citrus County Library System's existing library facilities, equipment and collection materials are analyzed to determine the cost per service unit. The replacement costs for existing facilities, land, collection materials and computers are based on current Citrus County unit costs. The Library System added two new facilities in recent years: the Homosassa Library and the Floral City Library. As shown in Table 58, the average cost for library construction is $293 per square foot, including design/engineering, construction, and construction-related expenses such as permits and site work.

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Table 58. Citrus County Library Construction Costs

Facility	Year	Cost	Sq. Ft.	Cost/Sq. Ft.
Homosassa	2008	$4,460,970	14,964	$298
Floral City	2009	$1,184,235	4,304	$275
Total/Average		$5,645,205	19,268	$293

Source: Citrus County Library System, April 9, 2020.

The replacement value of existing book, audio and video collections is summarized in Table 59.

Table 59. Library Collection Materials

	Books		Audio Books (CD)		Videos (DVDs)		Total
Library	Number	Cost	Number	Cost	Number	Cost	Value
Unit Cost*		$25		$50		$25	
Central Ridge	45,974	$1,149,350	1,645	$82,250	2,599	$64,975	$1,296,575
Coastal Region	47,331	$1,183,275	1,495	$74,750	2,695	$67,375	$1,325,400
Floral City	9,353	$233,825	496	$24,800	1,373	$34,325	$292,950
Homosassa	34,010	$850,250	1,482	$74,100	2,255	$56,375	$980,725
Lakes Region	49,304	$1,232,600	1,572	$78,600	3,018	$75,450	$1,386,650
County Total		$4,649,325		$334,550		$298,525	$5,282,300

*average cost to acquire the item, including processing to make shelf-ready
Source: Citrus County Library System, April 9, 2020.

The replacement values of existing facilities total $27.7 million, as summarized in Table 60. Land costs are based on current appraised land values from the County Property Appraiser. Building values are based on the average cost per square foot for the two newest libraries.

Table 60. Existing Library Facilities

Library Facility	Acres	Building Sq. Feet	Land Value	Building Value	Collection Value	Equip. Value	Total Value
Central Ridge	5.03	20,492	$76,810	$6,004,142	$1,296,575	$390,222	$7,767,749
Coastal Region	9.93	15,504	$47,410	$4,542,679	$1,325,400	$37,024	$5,952,513
Floral City	2.46	4,304	$35,550	$1,261,072	$292,950	$110,796	$1,700,368
Homosassa	4.01	16,591	$23,150	$4,861,153	$980,725	$181,553	$6,046,581
Lakes Region	5.35	15,199	$143,610	$4,453,317	$1,386,650	$201,179	$6,184,756
Total	26.78	72,090	$326,530	$21,122,363	$5,282,300	$920,774	$27,651,967

Source: Citrus County Library System, April 9, 2020; land value based on 2019 appraised values from the Citrus County Property Appraiser, April 16, 2020; building value is product of square feet and cost per square foot from Table 58; collection value from Table 59; equipment value is sum of original costs for library equipment over $5,000.

The library capital cost per service unit is calculated by dividing the total replacement cost of existing capital facilities by the existing library service units. Since the County utilizes impact fee revenue to pay at least part of the debt service related to the Floral City library, the value of the level of service used in the impact fee calculation is reduced to account for the outstanding debt. Reducing the value of the existing level of service by the amount of debt that will be funded by future development reflects that the facilities were designed with some excess capacity that should not be included in the existing level of service. As shown in Table 61, the capital replacement cost of existing library facilities, collections and major capital equipment is $328 per service unit.

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Table 61. Library Cost per Service Unit

Total Library Replacement Cost	$27,651,967
- Outstanding Impact Fee-Funded Debt	-$623,874
Net Library Replacement Cost	$27,028,093
÷ Existing Library EDUs	82,390
Library Cost per Service Unit (EDU)	$328

Source: Total library replacement cost from Table 60; outstanding impact fee-funded debt from Table 108 in Appendix D; existing EDUs from Table 57.

Net Cost per Service Unit

Impact fees must be adjusted to take into consideration that new development will be generating future revenues that will be used to retire outstanding debt for existing library facilities. The County has outstanding debt principal related to the Floral City Library. Because this debt has been deducted from the existing cost per service unit, no additional debt credit is warranted.

A credit is also provided for capacity-expanding grant funding for library facilities. The County receives annual State library aid, and uses a portion of it for capital equipment, such as computers, equipment and collections. Based on this recent grant history, it could reasonably be anticipated that the County will continue to receive similar funding in the future to help offset construction of new libraries and the acquisition of equipment and collection materials. Table 62 summarizes grants received over the last nine years. The grant credit is $20 per EDU based on the present value of future grant funding per service unit.

Table 62. Library Grant Credit

2012 State Aid to Libraries Grant	$84,968
2013 State Aid to Libraries Grant	$86,535
2014 State Aid to Libraries Grant	$81,335
2015 State Aid to Libraries Grant	$102,482
2016 State Aid to Libraries Grant	$77,027
2017 State Aid to Libraries Grant	$76,224
2018 State Aid to Libraries Grant	$89,688
2019 State Aid to Libraries Grant	$69,705
2020 State Aid to Libraries Grant	$71,998
Total State Grants and Aid, 2012-2020	$739,962
÷ Years	9
Average Annual Grants	$82,218
÷ Existing Library EDUs	82,390
State Aid Funding per EDU	$1.00
x Present Value Factor	20.47
State Aid Credit per Service Unit (EDU)	$20

Source: Citrus County Library System, April 4, 2020; existing EDUs from Table 57; present value factor based on discount rate of 1.60%, which is the average interest rate on municipal bonds reported by fmsbonds.com on June 7, 2020 (average of 20- and 30-year AAA municipal bond yields).

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Reducing the cost per service unit by the grant credit results in a net cost of $308 per EDU, as shown in Table 63.

Table 63. Library Net Cost per Service Unit

Total Cost per EDU	$328
- Grant Credit per EDU	-$20
Net Cost per Service Unit (EDU)	$308

Source: Total cost per EDU from Table 61; grant credit from Table 62.

Net Cost Schedule

The net cost per development unit is derived by multiplying the net cost per EDU by the number of EDUs per development unit. The updated impact fees based on the existing level of service for library facilities are shown in Table 64.

Table 64. Library Net Cost Schedule

Housing Type	Unit	EDUs/ Unit	Net Cost/ EDU	Net Cost/ Unit
Single-Family Detached	Dwelling	1.00	$308	$308
Single-Family Det., Age-Restricted	Dwelling	0.71	$308	$219
Single-Family, Low-Income	Dwelling	0.80	$308	$246
Multi-Family	Dwelling	0.77	$308	$237
Multi-Family, Age Restricted	Dwelling	0.53	$308	$163
Mobile Home Park	Space	0.95	$308	$293

Source: EDUs per unit from Table 46; net cost per EDU from Table 63.

The County's current impact fees for library facilities are compared with the updated fees calculated in this report in Table 65. The updated fees are generally higher than current fees, although there is variation by housing type.

Table 65. Change in Library Impact Fees

Housing Type	Unit	Current Fee	Updated Fee	Change	% Chge.
Single-Family Detached	Dwelling	$268	$308	$40	15%
Single-Family Det., Age-Restricted	Dwelling	$204	$219	$15	7%
Single-Family, Low-Income	Dwelling	$247	$246	-$1	0%
Multi-Family	Dwelling	$190	$237	$47	25%
Multi-Family, Age Restricted	Dwelling	$142	$163	$21	15%
Mobile Home Park	Space	$268	$293	$25	9%

Source: Current fees from Table 1; updated fees from Table 64.

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LAW ENFORCEMENT

This chapter updates the County's law enforcement impact fee. To make the calculations easier to follow, numbers in one table that are inputs into another table are highlighted in red.

The law enforcement impact fee covers the cost of law enforcement patrol and correctional facilities. The Citrus County Sheriff's Office provides law enforcement patrol in the unincorporated area of the county and for both municipalities. The Sheriff's Office provides uniformed patrol, investigations, communications, court-related services, judicial services, emergency operations and E911 communications. The county's 911 calls are handled by the Sheriff's Office through the Emergency Operations Center, which handles emergency calls for the Sheriff's Office, Citrus County Fire Rescue Department and Nature Coast EMS. The detention center is operated by a private entity but is owned by the County.

Service Area

The law enforcement impact fee is charged countywide. Due to the integrated nature of the Sheriff's Offices law enforcement system, the impact fees should continue to be based on a single unified service area. The law enforcement impact fee is based on countywide residential and nonresidential land uses.

Level of Service

The law enforcement impact fee is based on the overall existing level of service provided countywide by the Citrus County Sheriff's Office. The level of service used in developing the law enforcement impact fees is the ratio of the replacement value of existing facilities and equipment to the existing functional population of the service area. The 911 equipment cost is allocated among law enforcement, fire rescue and EMS impact fees. The Emergency Operations Center (EOC), where the 911 system is housed, is allocated to the law enforcement impact fee.

Service Unit

This update continues to utilize the "functional population" approach to calculate and assess the law enforcement impact fees. This approach is a generally-accepted methodology for public safety impact fee types, and is based on the observation that demand for public safety facilities tends to be proportional to the number of people present at a particular site.

The number of existing service units for law enforcement is based on existing countywide residential and nonresidential land use data presented in Appendix A and functional population multipliers by land use type from Appendix B. The existing countywide functional population is shown in Table 66 (these service units are also used for the EMS and public buildings impact fee updates in this study).

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Table 66. Countywide Functional Population

Land Use	Unit	Existing Units	Functional Population per Unit	Functional Population Total
Single-Family Detached	Dwelling	56,560	1.441	81,503
Multi-Family	Dwelling	6,508	1.107	7,204
Mobile Home	Dwelling	21,915	1.374	30,111
Retail/Commercial	1,000 sq. ft.	10,304	1.821	18,764
Office	1,000 sq. ft.	1,997	0.865	1,727
Industrial	1,000 sq. ft.	836	0.374	313
Warehouse	1,000 sq. ft.	2,711	0.167	453
Public/Institutional	1,000 sq. ft.	4,584	0.411	1,884
Total, County-Wide				141,959

Source: Countywide units Table 102, Appendix A; functional population per unit from Table 106, Appendix B.

Cost per Service Unit

The law enforcement existing level of service is based on the replacement cost of existing facilities and equipment used by the Sheriff's Office for law enforcement-related functions. The law enforcement operations are primarily run from the Sheriff's operations building. While the jail operations are run by a for-profit corporation, the facility was constructed and is owned by the County. The law enforcement building inventory in this study excludes leased facilities, as well as offices that are co-located in other County facilities.

The current cost to replace existing law enforcement facilities is based on the inventory of County-owned Sheriff's Office facilities and construction and land cost estimates. The level of service used to derive the impact fee in this update excludes leased facilities. The replacement costs of the office-related facilities are based on $200 per square foot, which was the cost of the new courthouse annex. The value of storage-related space is based on a construction cost of $100 per square foot, based on the cost of new storage facilities. Law enforcement building and land replacement costs are summarized in Table 67.

Table 67. Law Enforcement Building and Land Cost

Facility	Street Address	Sq. Ft.	Acres	Replacement Value Buildings	Replacement Value Land
Operations Building	1 Dr MLK Jr Ave	22,000	1.71	$4,400,000	$12,710
Ops. Building-Storage	1 Dr MLK Jr Ave	1,898	n/a	$189,800	n/a
Civil Air Patrol Office	3528 S Airport Road	1,493	n/a	$148,710	n/a
Sheriff Aviation Hangar	3528 S Airport Road	9,600	n/a	$363,640	n/a
Emerg. Oper. Center	3549 Saunders Way	40,400	5.00	$8,080,000	$37,165
Evidence Storage	3425 W Southern St	4,393	n/a	$439,300	n/a
Citrus Detention Facility	2604 W Woodland Terr Hwy	152,577	n/a	$30,515,400	n/a
Total Law Enforcement Facilities		232,361	6.71	$44,136,850	$49,875

Source: County-owned facilities based on data from the Citrus County Sheriff's Office and County's insured value listings, March 9, 2020; replacement value based on building construction cost of $200 per square foot for non-storage buildings, $100 per square foot for storage buildings, and insured values for Civil Air Patrol Office and hangar; land replacement cost based on $7,433 per acre, which was the cost of the most recent fire station site acquisition in 2018.

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In addition to land and buildings, a variety of vehicles and equipment are needed to support law enforcement activities. The equipment and vehicle replacement costs for law enforcement are based on the original acquisition cost, because current replacement costs for all the assets were not available. As part of this update, the fixed asset records were reviewed to identify the original cost of existing vehicles and equipment utilized in support of the law enforcement functions. The E911 radio system cost represents law enforcement's share of emergency calls. The law enforcement vehicle and equipment costs are summarized in Table 68.

Table 68. Law Enforcement Vehicle and Equipment Cost

Vehicles	$10,087,181
E911 Radio System*	$3,595,843
Emergency Equipment	$921,872
Computer Equipment & Software	$1,673,674
Office Furniture & Equipment	$371,582
Radio Equipment	$759,758
Aviation	$3,401,299
Marine	$168,563
Other Equipment	$3,407,612
Total Vehicle & Equipment Cost	$24,387,384

* E911 radio share allocated to the law enforcement serving existing development from Table 109, Appendix D

Source: Original costs for items valued over $5,000 from Citrus County Sheriff's Office Asset Listings, February 3, 2020 (except for E911 radio system).

Dividing the total replacement cost of law enforcement facilities, land, vehicles and equipment by the existing number of countywide service units results in a cost of $428 per service unit, as shown in Table 69. Because not all existing facilities have been fully paid for, the value of the level of service used in the impact fee calculation is reduced by the amount of outstanding debt. Reducing the value of the existing level of service by the amount of debt reflects that the facilities were designed with some excess capacity that should not be included in the existing level of service.

Table 69. Law Enforcement Cost per Service Unit

Sheriff's Office Facilities	$44,136,850
Sheriff's Office Land	$49,875
Sheriff's Office Vehicles/Equipment	$24,387,384
– Outstanding Debt on Emergency Operations Center	-$7,376,126
– Outstanding Growth Share of E911 Lease-Purchase	-$397,005
Total Net Replacement Value	$60,800,978
÷ Functional Population	141,959
Law Enforcement Cost per Functional Population	$428

Source: Building and land costs from Table 67; vehicle and equipment cost from Table 68; outstanding debt and growth share from Table 108 and Table 109 in Appendix D; functional population from Table 66.

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Net Cost per Service Unit

Impact fees should be reduced to account for future funding that will be generated by new development and used to remedy existing deficiencies or to retire outstanding debt on facilities serving existing development. Because the updated fees are based on the existing level of service, there are no deficiencies.

Impact fees should also be reduced to account for outstanding debt. The County has outstanding debt related to the Emergency Operations Center, as well as future lease-purchase payments for the E911 radio system upgrade. However, this has been addressed in the calculation of the cost per service unit shown in the previous table, making a separate revenue credit calculation unnecessary.

The County does not earmark any tax funds for capital improvements, and, instead, programs such funds for capital projects on an "as available" basis. The County's current capital improvements plan does not include any law enforcement projects. However, some general fund capacity expenditures were programmed in previous 5-year capital plans. The credit is based on annual capacity-related funding over the last fifteen years, as shown in Table 70.

Table 70. Law Enforcement Funding Credit

FY 2009/10 to FY 2013/14 General Fund for Capacity Improvements	$1,500,000
FY 2013/14 to FY 2017/18 General Fund for Radio Update	$378,000
FY 2018/19 to FY 2023/24 General Fund for Capacity Improvements	$0
Total General Fund Capacity Expenditures	$1,878,000
÷ Years, FY 2010-2024	15
Annual General Fund Capital Funding	$125,200
÷ Existing County-Wide Functional Population	141,959
Annual General Fund Capital Funding per Functional Population	$0.88
x Present Value Factor (25)	20.47
Law Enforcement Tax Credit per Functional Population	$18

Source: Capacity funding from Citrus County Capital Improvement Programs; countywide functional population from Table 66; present value factor based on discount rate of 1.60%, which is the average interest rate on municipal bonds reported by fmsbonds.com on June 7, 2020 (average of 20- and 30-year AAA municipal bond yields).

The Sheriff's Office has received numerous State and Federal grants for replacing and adding new equipment over the past five years. A summary of the grants for new capital equipment over the past five years is shown in Table 71. Based on the capacity enhancing grants and existing functional population, the grant funding credit is equivalent to a current lump-sum contribution of $14 per service unit.

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Table 71. Law Enforcement Grant Funding Credit

Wireless Access Broadband for Patrol Cars (DOJ)	$167,388
Dive Equipment (FL Div. of Emer. Mgm't)	$13,922
Bomb Suit (FL Div. of Emer. Mgm't)	$55,400
Virtualization Software & Server (Dept. of Justice)	$53,975
Chemical Identification & X-Ray System (FL Div of EM)	$88,000
3 SAN Storage Devices (Dept. of Justice)	$46,906
NAS Storage Devices (Dept. of Justice)	$51,044
Bullet Proof Vests (Dept. of Justice)	$13,958
Total Grants, FY 2016-2020	$490,593
÷ Years	5
Average Annual Grants	$98,119
÷ Existing County-Wide Functional Population	141,959
Annual Grant Funding per Functional Population	$0.69
x Present Value Factor (25 years)	20.47
Grant Credit per Functional Population	$14

Source: Capacity-related grants from Citrus County Sheriff's Office grant history, April 17, 2020; countywide functional population from Table 66; present value factor from Table 70.

The net cost per service unit is calculated by reducing the cost per service unit calculated in the preceding section by the funding and grant credits. The updated net cost per service unit for the law enforcement impact fee is per service unit, as shown in Table 72.

Table 72. Law Enforcement Net Cost per Service Unit

Law Enforcement Cost per Functional Population	$428
– General Fund Tax Credit per Functional Population	-$18
– Grant Credit per Functional Population	-$14
Law Enforcement Net Cost per Functional Population	$396

Source: Cost per service unit from Table 69; funding credit from Table 70; grant credit from Table 71.

Net Cost Schedule

The maximum law enforcement impact fees that can be adopted by the County based on this study are derived by multiplying the functional population factor associated with each land use by the net cost per service unit, as shown in Table 73.

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Table 73. Law Enforcement Net Cost Schedule

Land Use	Unit	Functional Pop./Unit	Net Cost/ Func. Pop.	Net Cost/ Unit
Single-Family, Detached	Dwelling	1.441	$396	$571
Single-Family, Det., Age-Restricted	Dwelling	1.027	$396	$407
Single-Family, Det., Low-Income	Dwelling	1.154	$396	$457
Multi-Family	Dwelling	1.107	$396	$438
Multi-Family, Age Restricted	Dwelling	0.767	$396	$304
Mobile Home/RV Park	Space	1.374	$396	$544
Hotel/Motel	Room	0.554	$396	$219
Retail/Commercial	1,000 sq. ft.	1.821	$396	$721
Office	1,000 sq. ft.	0.865	$396	$343
Industrial	1,000 sq. ft.	0.374	$396	$148
Warehouse	1,000 sq. ft.	0.167	$396	$66
Mini Warehouse	1,000 sq. ft.	0.026	$396	$10
Public/Institutional	1,000 sq. ft.	0.411	$396	$163

Source: Functional population per unit from Table 106; net cost per functional population from Table 72.

The updated law enforcement impact fees are compared with the current fee schedule in Table 74. The updated fees are significantly higher than current fees for all land use types. The increase is primarily due to correcting the law enforcement building inventory, which had significantly undercounted the square footage in the detention facility in the 2014 study.

Table 74. Change in Law Enforcement Impact Fees

Land Use	Unit	Current Fee	Updated Fee	Change	% Chge.
Single-Family, Detached	Dwelling	$267	$571	$304	114%
Single-Family, Det., Age-Restricted	Dwelling	$204	$407	$203	100%
Single-Family, Det., Low-Income	Dwelling	$246	$457	$211	86%
Multi-Family	Dwelling	$189	$438	$249	132%
Multi-Family, Age Restricted	Dwelling	$141	$304	$163	116%
Mobile Home/RV Park	Space	$267	$544	$277	104%
Hotel/Motel	Room	$155	$219	$64	41%
Retail/Commercial	1,000 sq. ft.	$322	$721	$399	124%
Office	1,000 sq. ft.	$152	$343	$191	126%
Industrial	1,000 sq. ft.	$58	$148	$90	155%
Warehouse	1,000 sq. ft.	$26	$66	$40	154%
Mini Warehouse	1,000 sq. ft.	$24	$10	-$14	-58%
Public/Institutional	1,000 sq. ft.	$116	$163	$47	41%

Source: Current fees from Table 1; updated fees from Table 73.

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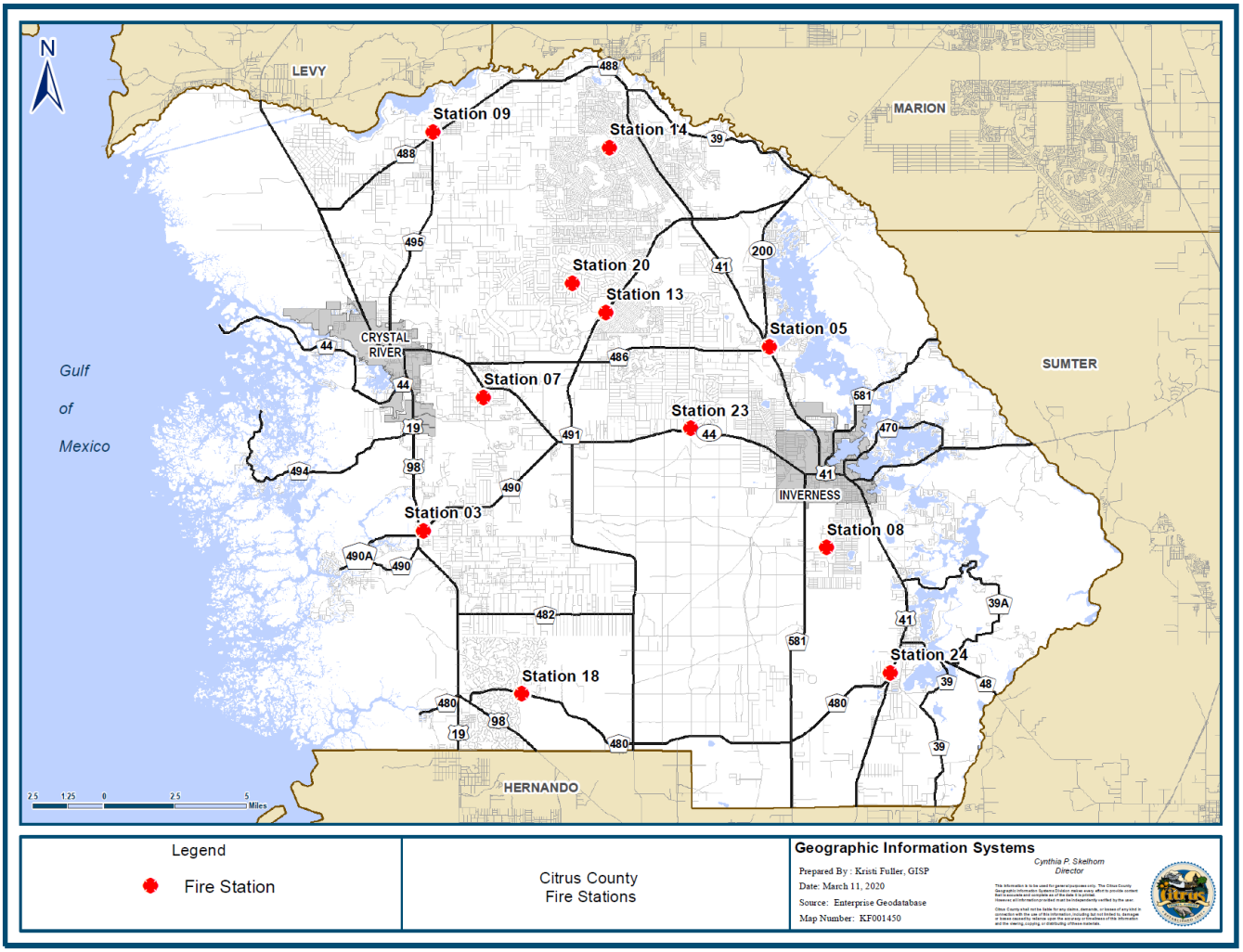
FIRE RESCUE

This chapter calculates updated impact fees for fire rescue facilities. To make the calculations easier to follow, numbers in one table that are inputs into another table are highlighted in red.

Fire rescue services include firefighting, basic life support, special operations and public education. Since 2005, the County has been transitioning to a combination career/volunteer fire service. The fire rescue impact fee is charged in the unincorporated area of the county and in the City of Inverness. This area of Citrus County is served by 11 fire stations. The locations of active fire stations are illustrated in Figure 10.

Figure 10. Fire Station Locations



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Service Area

As mentioned above, the fire impact fee is charged in the unincorporated area of the county and in the City of Inverness. Due to the integrated nature of the Fire Rescue Department response system, the fire rescue impact fees should continue to be based on a single unified service area. The fire rescue impact fee is based on the level of service provided to land uses in the service area.

Level of Service

The fire rescue impact fee is based on the overall existing level of service provided within the service area by the Citrus County Fire Rescue Department. The level of service used in developing the fire rescue impact fees is the ratio of the replacement value of existing facilities and equipment to the functional population of the service area. Existing facilities used in the level of service include active fire stations and exclude fire stations that have been closed as part of the transition to 24/7 staffed stations.

Service Unit

This update continues to utilize the "functional population" approach to calculate and assess the fire rescue impact fees. This approach is a generally-accepted methodology for public safety impact fee types, and is based on the observation that demand for public safety facilities tends to be proportional to the number of people present at the site.

The functional population multipliers for each land use category are calculated in Appendix B. The current total functional population in the fire service area (unincorporated area and City of Inverness) is estimated in Table 75 based on the land use data presented in Appendix A.

Table 75. Fire Rescue Functional Population

Land Use	Unit	Existing Units	Functional Population per Unit	Functional Population Total
Single-Family Detached	Dwelling	54,526	1.441	78,572
Multi-Family	Dwelling	5,730	1.107	6,343
Mobile Home	Dwelling	21,576	1.374	29,645
Retail/Commercial	1,000 sq. ft.	7,805	1.821	14,213
Office	1,000 sq. ft.	1,772	0.865	1,533
Industrial	1,000 sq. ft.	785	0.374	294
Warehouse	1,000 sq. ft.	2,669	0.167	446
Public/Institutional	1,000 sq. ft.	4,229	0.411	1,738
Total, Unincorporated Area and City of Inverness				132,784

Source: Residential units in unincorporated area and City of Inverness from Table 97 and nonresidential units from Table 101, Appendix A; functional population per unit from Table 106, Appendix B.

Cost per Service Unit

The fire rescue impact fee service area is currently served by 11 fire stations. In addition, the County has a training center and a storage facility. The Fire Rescue Department's headquarters are in a portion of the Lecanto Government building, which is included in the public building impact fee.

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Table 76 summarizes the County's existing fire rescue building and land inventory. The replacement costs of the stations are based an estimated cost of $223 per square foot, which was the cost of the most recent new station built by Sumter County earlier this year. The land cost is based on the cost of Citrus County's most recent fire station site acquisition in 2018.

Table 76. Fire Rescue Building and Land Cost

Station	Street Address	Sq. Ft.	Acres	Replacement Value	
				Buildings	Land
3	8408 W. Homosassa Trail*	6,250	3.45	$1,393,750	$25,644
5	3750 E Lake Place	6,636	3.75	$1,479,828	$27,874
7	800 N. Rock Crusher Rd.	6,348	0.52	$1,415,604	$3,865
8	4333 S. Little Al Pt.	4,497	1.65	$1,002,831	$12,264
9	10165 N. Citrus Ave.	3,902	0.34	$870,146	$2,527
13	4 Regina Blvd.*	2,892	0.84	$644,916	$6,244
14	9515 N. Citrus Springs Blvd.*	5,492	0.97	$1,224,716	$7,210
18	5000 W. Oak Park Dr.	3,436	1.10	$766,228	$8,176
20	4785 N. Elkcam Blvd.	5,253	1.63	$1,171,419	$12,116
23	285 S. Kensington Ave.	6,312	1.01	$1,407,576	$7,507
24	7880 E. Spanish Trail	7,045	2.60	$1,571,035	$19,326
Training	Training Facility	n/a	3.00	n/a	$22,299
Storage	9837 E. Gulf to Lake Hwy.	4,560	0.35	$410,400	$2,602
Total		62,623	21.21	$13,358,449	$157,654

* excludes building square feet occupied by EMS

Source: Facility inventory from Citrus County Fire Rescue Department, March 18, 2020; building value based on replacement cost of $223 per sq. ft. from Fire Rescue Department, July 10, 2020; (storage based on $90 per sq. ft.); land replacement cost based on $7,433 per acre for acquisition of a 20.18-acre fire station site in 2018 for $150,000.

In addition to land and buildings, the County's fire rescue capital inventory includes the necessary vehicles and associated equipment to perform its fire rescue duties. As shown in Table 77, the replacement value of existing fire-fighting apparatus and other vehicles is $14.3 million.

Table 77. Fire Rescue Vehicle Cost

Apparatus	Units	Unit Cost	Replacement Value
Fire Engine	13	$562,644	$7,314,372
Ladder Truck	1	$1,090,099	$1,090,099
Tanker	6	$300,000	$1,800,000
Brush Truck	13	$168,000	$2,184,000
Rescue Truck	1	$580,000	$580,000
Squad	2	$200,000	$400,000
Hazmat Trailer/Truck	1	$140,000	$140,000
Trailer	6	$5,000	$30,000
Marine Unit	3	$47,000	$141,000
Support/Staff Vehicle	11	$50,000	$550,000
Utility Vehicle/Logistics	2	$30,000	$60,000
Total			$14,289,471

Source: Citrus County Fire Rescue Department, May 8, 2020.

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In addition to vehicles and their related equipment, the Fire Rescue Department also has fire station, safety and training equipment. The total capital cost represented by existing fire rescue facilities and equipment is the sum of building, land, vehicle, and capital equipment costs. Total replacement value also includes the portion of cost of the County's upgraded E911 radio system that represents the Department's share of cost attributable to replacing the existing radio system. The growth cost of the upgrade attributed to fire rescue is being repaid with fire rescue impact fees. The outstanding payments attributable to fire rescue impact fees are deducted from the replacement value, because this cost represents the cost of excess capacity, which should not be included in determining the existing level of service. The net replacement value of fire rescue facilities and equipment used in this impact fee update is about $30 million, as shown in Table 78. Dividing that by the existing functional population in the fire rescue service area yields a fire rescue cost of $229 per functional population.

Table 78. Fire Rescue Cost per Service Unit

Fire Rescue Facilities	$13,358,449
Fire Rescue Land	$860,310
Fire Rescue Apparatus/Vehicles	$14,289,471
Fire Rescue Equipment	$1,565,082
Fire Rescue Share of E911 Radio System	$425,315
– Outstanding Growth Share of E911 Radio Lease Purchase	-$44,012
Total Replacement Value	$30,454,615
÷ Functional Population	132,784
Fire Rescue Cost per Functional Population	$229

Source: Building and land costs from Table 76; apparatus/vehicle cost from Table 77; equipment cost from Fire Rescue Department fixed asset listings, May 6, 2020 (excluding items less than $5,000), E911 radio system value attributed to existing development and the outstanding cost of excess capacity from Table 109 in Appendix D; functional population in unincorporated area and Inverness from Table 75.

Net Cost per Service Unit

Impact fee should be reduced to account for the cost to remedy existing deficiencies and any outstanding debt included in calculating the existing level of service. The updated fees are based on the existing level of service, so there are no existing deficiencies. There are future outstanding payments to be made related to the 2014 lease-purchase of an upgraded 911 radio system. The portion of those outstanding payments attributable to replacing the old radio system are not capacity-expanding, and the outstanding payment obligations that are being repaid with impact fees have been excluded from the cost per service unit, as discussed above.

The Fire Rescue Department has received two grants for potentially impact-fee eligible equipment over the last five years. As shown in Table 79 on the following page, the grant credit is $2 per functional population.

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Table 79. Fire Rescue Grant Credit

Grant Source	Description	Dates	Amount
FL Dept. of Health	Laterdal Compact Suction Unit with Training	6/2017 - 7/2018	$9,251
FL Div. of Emer. Mgmt.	HazMat CAD, MSA SafeSite, Battery Packs & Training	9/2016 - 12/2017	$71,730
Total Grants			$80,981
÷ Years			5
Average Annual Grants			$16,196
÷ Existing Functional Population			132,784
Annual Grant Funding per Functional Population			$0.12
x Present Value Factor (25 years)			20.47
Grant Credit per Functional Population			$2

Source: Grant information from Citrus County Fire Rescue Department, March 20, 2020; fire rescue functional population from Table 75; present value factor based on discount rate of 1.60%, which is the average interest rate on municipal bonds reported by fmsbonds.com on June 7, 2020 (average of 20- and 30-year AAA municipal bond yields).

Fire Rescue Department operations are funded through a special district property tax. This update looks at the programmed capital improvement funding sources to determine applicable revenue credits for the fire rescue fees. The County's current 5-year Capital Improvement Program plans to use some fire rescue district taxes to purchase new Advanced Life Support equipment for fire rescue apparatus and vehicles. Assuming this level of fire district funding for impact fee-eligible equipment continues in the future, a revenue credit of $27 per service unit is provided, as shown in Table 80.

Table 80. Fire District Tax Funding Credit

Fire Dist. Tax Funding, FY 2020-24 (ALS Equipment)	$875,000
÷ Years	5
Average Annual Fire District Tax funding	$175,000
÷ Existing Functional Population	132,784
Annual Tax Funding per Functional Population	$1.32
x Present Value Factor (25 years)	20.47
Fire District Tax Credit per Functional Population	$27

Source: Fire district funding from Citrus County Capital Improvement Program, FY 2020-2024; fire rescue functional population from Table 75; present value factor from Table 79.

Reducing the cost per service unit by the grant and district tax credits leaves a fire rescue net cost of $200 per functional population, as shown in Table 81.

Table 81. Fire Rescue Net Cost per Service Unit

Total Fire/Rescue Cost per Functional Population	$229
– Grant Credit per Functional Population	-$2
– Fire District Tax Credit per Functional Population	-$27
Fire Net Cost per Functional Population	$200

Source: Cost per service unit from Table 78; grant credit from Table 79; district tax credit from Table 80.

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Net Cost Schedule

The maximum fire rescue impact fees that can be adopted by the County based on this study are derived by multiplying the number of service units (functional population) represented by each unit of development by the net cost per service unit, as shown in Table 82.

Table 82. Fire Rescue Net Cost Schedule

Land Use	Unit	Functional Pop./Unit	Net Cost/ Func. Pop.	Net Cost/ Unit
Single-Family Detached	Dwelling	1.441	$200	$288
Single-Family/Age-Restricted	Dwelling	1.027	$200	$205
Single-Family, Low-Income	Dwelling	1.154	$200	$231
Multi-Family	Dwelling	1.107	$200	$221
Multi-Family, Age-Restricted	Dwelling	0.767	$200	$153
Mobile Home/RV Park	Space	1.374	$200	$275
Hotel/Motel	Room	0.554	$200	$111
Retail/Commercial	1,000 sq. ft.	1.821	$200	$364
Office	1,000 sq. ft.	0.865	$200	$173
Industrial	1,000 sq. ft.	0.374	$200	$75
Warehouse	1,000 sq. ft.	0.167	$200	$33
Mini Warehouse	1,000 sq. ft.	0.026	$200	$5
Public/Institutional	1,000 sq. ft.	0.411	$200	$82

Source: Functional population per unit from Table 106; net cost per functional population from Table 81.

Updated fire rescue impact fees are compared with current fees in Table 83. The updated fees are lower than current fees for almost all land uses. The lower fees are due to the Department's revised estimate of the cost per square foot for new fire stations (from $277 to $223) and the retirement of two fire stations. This was partially counter-balanced by a reduction in outstanding debt, capital improvement funding and grants.

Table 83. Change in Fire Rescue Impact Fees

Land Use	Unit	Current Fee	Updated Fee	Change	% Chge.
Single-Family Detached	Dwelling	$350	$288	-$62	-18%
Single-Family/Age-Restricted	Dwelling	$267	$205	-$62	-23%
Single-Family, Low-Income	Dwelling	$322	$231	-$91	-28%
Multi-Family	Dwelling	$247	$221	-$26	-11%
Multi-Family, Age-Restricted	Dwelling	$185	$153	-$32	-17%
Mobile Home/RV Park	Space	$350	$275	-$75	-21%
Hotel/Motel	Room	$203	$111	-$92	-45%
Retail/Commercial	1,000 sq. ft.	$422	$364	-$58	-14%
Office	1,000 sq. ft.	$199	$173	-$26	-13%
Industrial	1,000 sq. ft.	$75	$75	$0	0%
Warehouse	1,000 sq. ft.	$34	$33	-$1	-3%
Mini Warehouse	1,000 sq. ft.	$32	$5	-$27	-84%
Public/Institutional	1,000 sq. ft.	$152	$82	-$70	-46%

Source: Current fee from Table 1; potential fees from Table 82.

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EMERGENCY MEDICAL SERVICES

This chapter updates the County's EMS impact fee. To make the calculations easier to follow, numbers in one table that are inputs into another table are highlighted in red.

Emergency medical services in Citrus County are provided by Nature Coast EMS, which is run by a non-profit board. Nature Coast is responsible for providing emergency medical care to all county residents. Nature Coast EMS responds to 911 emergency medical calls with a fleet of paramedic ambulances dispatched from stations located throughout the county. There are two Nature Coast-owned EMS facilities that are separate from existing fire stations, and Nature Coast also occupies space in three County fire stations. In addition, four other EMS locations are leased from other entities.

Service Area

Because Nature Coast EMS serves all county residents, the EMS impact fee is charged countywide. The EMS system is integrated with a central headquarters and stations and vehicles that provide service countywide. Due to the integrated nature of the EMS response system, the impact fees should continue to be based on a single unified service area. The existing EMS level of service is calculated based on countywide residential and nonresidential land uses.

Level of Service

The EMS impact fee is based on the overall existing level of service provided within the service area by Nature Coast EMS. The level of service used in developing the EMS impact fees in this study is the ratio of the replacement value of existing facilities and equipment to existing countywide functional population.

Service Unit

This update continues to utilize the "functional population" approach to calculate and assess the EMS impact fees. This approach is a generally-accepted methodology for public safety impact fee types, and is based on the observation that demand for public safety facilities tends to be proportional to the number of people present at a site. Functional population multipliers by land use are the same as for law enforcement, fire rescue, and public buildings (see Appendix B).

Citrus County's current functional population for EMS is based on countywide residential and nonresidential land use data presented in Appendix A. The total countywide EMS functional population is the same as that used for the law enforcement impact fee (see Table 66).

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Cost per Service Unit

The updated EMS impact fee is based on the overall existing level of service provided countywide by Nature Coast EMS. The level of service used in developing the EMS impact fees is the ratio of the replacement value of existing facilities and equipment to existing functional population.

Nature Coast EMS currently operates out of two stations that it owns. In addition, EMS utilizes space within three County-owned fire stations. The space utilized by EMS in the County-owned fire stations is included in the calculation of the EMS impact fee and excluded from the fire rescue impact fee. The five facilities owned by Nature Coast and the County, and the related land and building values, are summarized in Table 84. The building values are based on the County's current construction cost estimate for fire stations and recent land acquisition cost for a fire rescue site.

Table 84. EMS Station Replacement Cost

				Replacement Value	
Facility	Street Address	Sq. Ft.	Acres	Buildings	Land
EMS Headquarters	3876 W. Country Hill Dr.	8,286	2.36	$1,847,778	$17,542
EMS Station #2	11 W. Lemon St.	1,460	0.28	$325,580	$2,081
Fire Station #3	8408 W. Homosassa Trail	903	NA	$201,369	NA
Fire Station #13	4 Regina Blvd.	800	NA	$178,400	NA
Fire Station #14	9515 N. Citrus Springs Blvd.	792	NA	$176,616	NA
Total EMS Facilities		12,241	2.64	$2,729,743	$19,623

Source: Facility inventory provided by Nature Coast EMS, June 18, 2020; replacement value based on building construction cost of $223 per square foot, based on the cost used for the fire rescue fee; land replacement cost based on fire rescue cost of $7,433 per acre.

EMS vehicles include advanced life support (ALS) ambulances, staff vehicles and patient transportation vehicles. The existing inventory includes spare ambulances that provide back-up support and are necessary for service continuity. The replacement costs of the EMS vehicles are based on current pricing for fully-equipped vehicles meeting Federal and State laws. The replacement cost of existing EMS vehicles is $2.7 million and the replacement cost of EMS equipment is $1.2 million, as shown in Table 85.

Table 85. EMS Vehicle and Equipment Replacement Cost

		Vehicle	Equip.	Replacement Value	
Vehicle	Units	Unit Cost	Unit Cost	Vehicle	Equipment
Ambulance	18	$141,000	$58,703	$2,538,000	$1,056,654
Staff Vehicles	4	$18,800	$42,783	$75,200	$171,132
Patient Transports	2	$18,800	$0	$37,600	$0
Total Apparatus Value				$2,650,800	$1,227,786

Source: Nature Coast EMS, June 18, 2020.

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The cost per service unit based on the existing level of service can be determined by dividing the replacement cost of existing EMS facilities and equipment by the existing number of EMS service units. Nature Coast has some outstanding debt on its new headquarters and fleet buildings, and has been allocated a share of the growth-related lease payments for the County's upgraded E911 radio system. Because not all existing facilities have been fully paid for, the value of the level of service used in the impact fee calculation is reduced by the amount of outstanding debt. As shown in Table 86 , the net replacement value of the existing EMS facilities and equipment is about $6.7 million. Dividing the net replacement cost by the existing service units yields the cost per service unit of $47 per functional population.

Table 86. EMS Cost per Service Unit

EMS Facilities	$2,729,743
– Outstanding Debt on Headquarters/Fleet Buildings	-$1,300,000
EMS Land	$19,623
EMS Apparatus/Vehicles	$2,650,800
EMS Equipment	$1,227,786
EMS Share of 911 System	$1,502,411
– Outstanding Growth Share of E911 Lease Purchase	-$167,829
Total Replacement Value	$6,662,534
÷ County-Wide Functional Population	141,959
EMS Cost per Functional Population	$47

Source: Station and land cost from Table 84; vehicle and equipment cost from Table 85; outstanding debt from Table 108; outstanding debt from Table 108, Appendix D; existing development share of E911 radio system value and outstanding growth-related cost from Table 109, Appendix D; countywide functional population from Table 66.

Net Cost per Service Unit

Impact fees should be reduced to account for future funding that will be generated by new development and used to remedy existing deficiencies or to retire outstanding debt on facilities that serve existing development. Since the updated fees are based on the existing level of service, there are no deficiencies.

Impact fees should also be reduced to account for outstanding debt. Nature Coast has outstanding debt for the headquarters building in Lecanto, and is responsible for a share of outstanding lease-purchase payments for the upgraded E911 radio system. These future obligations have been addressed in the above calculation of the cost per service unit, making a separate revenue credit calculation unnecessary.

Over the last five years, Nature Coast EMS received one grant in 2019 for four new monitors. In 2018, it received two grants from the State for "digital marketing," which were not capacity-expanding. Based on the annual capacity-enhancing grant funding over the last five years, the credit is the equivalent current lump-sum contribution over the long term of $4 per service unit, as shown in Table 87.

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Table 87. EMS Grant Funding Credit

Fiscal Year	Amount
Total Grants for New Equipment, FY 2016-2020	$133,000
÷ Years	5
Average Annual Grants	$26,600
÷ Existing Functional Population	141,959
Grant Funding per Functional Population	$0.19
x Present Value Factor (25 years)	20.47
Grant Credit per Functional Population	$4

Source: 2019 grant for four new monitors from Nature Coast EMS, June 22, 2020 countywide functional population from Table 66; present value factor based on discount rate of 1.60%, which is the average interest rate on municipal bonds reported by fmsbonds.com on June 7, 2020 (average of 20- and 30-year AAA municipal bond yields).

The net cost per service unit is calculated by reducing the cost per service unit calculated in the preceding section by the grant funding credit. The updated net cost per service unit for the EMS impact fee is $43 per functional population, as shown in Table 88.

Table 88. EMS Net Cost per Service Unit

Total EMS Cost per Functional Population	$47
– Grant Credit per Functional Population	-$4
EMS Net Cost per Functional Population	$43

Source: EMS cost per functional population from Table 86; grant credit per functional population from Table 87.

Net Cost Schedule

The maximum EMS impact fees that can be adopted by the County based on this study are derived by multiplying the number of service units (functional population) represented by each development unit by the net cost per service unit, as shown in Table 89.

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Table 89. EMS Net Cost Schedule

Land Use	Unit	Functional Pop./Unit	Net Cost/ Func. Pop.	Net Cost/ Unit
Single-Family Detached	Dwelling	1.441	$43	$62
Single-Family Det., Age-Restricted	Dwelling	1.027	$43	$44
Single-Family Det., Low-Income	Dwelling	1.154	$43	$50
Multi-Family	Dwelling	1.107	$43	$48
Multi-Family, Age Restricted	Dwelling	0.767	$43	$33
Mobile Home/RV Park	Space	1.374	$43	$59
Hotel/Motel	Room	0.554	$43	$24
Retail/Commercial	1,000 sq. ft.	1.821	$43	$78
Office	1,000 sq. ft.	0.865	$43	$37
Industrial	1,000 sq. ft.	0.374	$43	$16
Warehouse	1,000 sq. ft.	0.167	$43	$7
Mini Warehouse	1,000 sq. ft.	0.026	$43	$1
Public/Institutional	1,000 sq. ft.	0.411	$43	$18

Source: Functional population per unit from Table 106; net cost per functional population from Table 88.

The updated EMS impact fees are compared with current fees in Table 90. The updated fees are higher than current fees for all land uses. The increase reflects an increased level of service in terms of the vehicles and equipment available per service unit.

Table 90. Change in EMS Impact Fees

Land Use	Unit	Current Fee	Updated Fee	Change	% Chge.
Single-Family Detached	Dwelling	$41	$62	$21	51%
Single-Family Det., Age-Restricted	Dwelling	$31	$44	$13	42%
Single-Family Det., Low-Income	Dwelling	$37	$50	$13	35%
Multi-Family	Dwelling	$29	$48	$19	66%
Multi-Family, Age Restricted	Dwelling	$21	$33	$12	57%
Mobile Home/RV Park	Space	$41	$59	$18	44%
Hotel/Motel	Room	$24	$24	$0	0%
Retail/Commercial	1,000 sq. ft.	$49	$78	$29	59%
Office	1,000 sq. ft.	$23	$37	$14	61%
Industrial	1,000 sq. ft.	$9	$16	$7	78%
Warehouse	1,000 sq. ft.	$4	$7	$3	75%
Mini Warehouse	1,000 sq. ft.	$4	$1	-$3	-75%
Public/Institutional	1,000 sq. ft.	$18	$18	$0	0%

Source: Current fee from Table 1; updated fees from Table 89.

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PUBLIC BUILDINGS

This section updates the impact fees for public buildings. The County's public building impact fee includes general government facilities such as administrative buildings, fleet maintenance facilities and other buildings not covered by the County's other impact fees. To make the calculations easier to follow, numbers in one table that are inputs into another table are highlighted in red.

Service Area

Public facilities are not geographically distributed among all areas of the county. Existing facilities and employment tend to be concentrated geographically near Lecanto. Since the facilities serve all residents, the physical location of the facilities is irrelevant; as a result, this update continues to utilize a single unified countywide service area.

Level of Service

The public buildings impact fee is based on the overall existing level of service provided by County-owned facilities that are not included in the other impact fee calculations and provide a countywide benefit not duplicated by the two municipalities. The level of service used in developing the public building impact fees in this study is the ratio of the replacement value of existing facilities to the functional population of the service area. As in the past, the updated fee calculation includes the cost of the facilities and related land, but excludes equipment and fleet costs.

Service Unit

The "functional population" approach is one of the few techniques used in impact fee studies to estimate the demand for public buildings. To a large extent, the demand for public buildings is proportional to the presence of people. Citrus County's current functional population for public buildings is based on the countywide residential and nonresidential land use data presented in Appendix A. The total countywide public building functional population is the same as that used for the law enforcement impact fee (see Table 66).

Cost per Service Unit

The County's existing public facilities are used to determine the cost per service unit. The level of service used in developing the public building impact fees is the ratio of the replacement value of existing facilities to existing functional population. The facilities that provide public building space needed to provide services to county residents and their replacement values are shown in Table 91. The building and equipment values are based on the County's insured values. Land value is based on the most recent land acquisition cost.

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Table 91. Public Building Replacement Cost

Facility	Street Address	Sq. Ft.	Acres	Building Value	Land Value
Courthouse	110 N. Apopka Ave	108,465	0.59	$16,802,892	$4,385
Courthouse Annex	210 Apopka Ave	23,610	2.68	$2,522,620	$19,920
Old Courthouse	1 Courthouse Square	20,236	13.88	$4,342,588	$103,170
West Citrus Gov't Center	1530 N Meadowcrest	101,830	n/a	$6,853,423	n/a
Lecanto Gov't Building	3600 W Sovereign Path	78,848	26.26	$7,916,127	$195,191
Citrus Co Resource Center	2804 W M Knighton Ct	63,825	31.00	$11,615,700	$230,423
Animal Control	4030 S Airport Rd	15,833	3.04	$1,356,597	$22,596
Supervisor of Elections	120 N Apopka Ave	6,765	0.57	$824,420	$4,237
Supervisor of Elections	3600 N Florida Ave	4,168	0.81	$376,670	$6,021
Health Dept - Inverness	120 Montgomery Ave	13,196	3.25	$2,442,994	$24,157
Health Dept - Lecanto	3700 Sovereign Path	18,458	7.79	$2,396,638	$57,903
Aquatics Office	4380 E Harvard Dr	10,000	0.29	$361,840	$2,156
Extension Services	3650 Sovereign Path	11,000	n/a	$1,541,699	n/a
Facilities Manaqement	1300 S Lecanto Hwy	8,850	n/a	$655,840	n/a
Public Works - Homosassa	4508 Grand March Ave	2,800	0.67	$209,199	$4,980
Public Works - Citrus Spgs	9850 Citrus Springs	2,825	2.84	$215,870	$21,110
Public Works - Crystal River	7490 W Gulf to Lake	4,264	0.83	$355,110	$6,169
Public Works - Dunnellon	8200 N Moonwind Terr	3,000	n/a	$183,690	n/a
Public Works - Lecanto	2971 W Woodland Rdg	5,322	n/a	$504,840	n/a
Fleet Maintenance	1300 S Lecanto Hwy	50,429	4.55	$3,184,221	$33,820
Total		553,724	24.64	$64,662,979	$736,238

Source: Facility inventory and insured values from Citrus County insured value listings, March 9, 2020; acres from Citrus County; land replacement cost based on $7,433 per acre based on recent fire rescue acquisition (see notes to Table 76).

The cost per service unit based on the existing level of service can be determined by dividing the net replacement cost of existing public buildings and land by countywide functional population. The net replacement cost is the total cost less outstanding debt on existing facilities. Some of the outstanding debt is being retired with impact fees, but it was all for capacity-expanding improvements and essentially represents the cost of excess capacity for future development and should be deducted from the total replacement cost in determining the existing level of service. As shown in Table 92, the replacement value of the existing public buildings, net of outstanding debt, is $58.5 million. Dividing the net replacement cost by the existing service units yields the cost per service unit of $412 per functional population.

Table 92. Public Building Cost per Service Unit

Building Replacement Value	$64,662,979
Land Value	$736,238
Total Replacement Value	$65,399,217
– Outstanding Debt on Existing Facilities	-$6,894,270
Net Replacement Value	$58,504,947
÷ Functional Population	141,959
Public Building Cost per Functional Population	$412

Source: Public building replacement value and land value from Table 91; outstanding debt from Table 108; countywide functional population from Table 66.

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Net Cost per Service Unit

Impact fees should be reduced to account for future funding that will be generated by new development and used to remedy existing deficiencies or to retire outstanding debt on facilities that serve existing development. As with the other fee calculations in this report, the updated fees are based on the existing level of service and there are no deficiencies. Public facility improvements are primarily funded through the general fund and general fund-supported debt issues.

As noted above, the County has outstanding debt on existing public building facilities. However, the cost to retire the debt has already been deducted from the cost per service unit, making the calculation of a separate revenue credit unnecessary.

The County does not earmark any tax funds for capital improvements, and, instead, programs such funds for capital projects on an "as available" basis. Although a credit is not necessarily required, this update continues to provide a credit for potential future general fund expenditures for growth-related expansion. The County's current five-year Capital Improvement Program does not program any general fund revenue for new public building improvements. Consequently, no additional general fund credit is warranted. However, to be conservative, a credit will be provided, based on the credit as a percentage of cost per service unit from the 2010 update.

The net cost per service unit is calculated by reducing the cost per service unit calculated in the preceding section by the debt funding and tax credits. The updated net cost per service unit for the public building impact fee is $207 per service unit, as shown in Table 93.

Table 93. Public Building Net Cost per Service Unit

Total Public Building Cost per Functional Population	$412
- General Fund Tax Credit per Functional Population	-$205
Public Building Net Cost per Functional Population	$207

Source: Cost per functional population from Table 92; general fund tax credit based on 49.7% of cost per functional population from Duncan Associates, *Citrus County, Florida Impact Fee Update*, December 2010.

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Net Cost Schedule

The maximum public building impact fees that can be adopted by the County based on this study are derived by multiplying the number of service units (functional population) represented by each development unit by the net cost per service unit, as shown in Table 94.

Table 94. Public Buildings Net Cost Schedule

Land Use	Unit	Functional Pop./Unit	Net Cost/ Func. Pop.	Net Cost/ Unit
Single-Family Detached	Dwelling	1.441	$207	$298
Single-Family Det., Age Restricted	Dwelling	1.027	$207	$213
Single-Family Det., Low-Income	Dwelling	1.154	$207	$239
Multi-Family	Dwelling	1.107	$207	$229
Multi-Family, Age Restricted	Dwelling	0.767	$207	$159
Mobile Home/RV Park	Pad/Space	1.374	$207	$284
Hotel/Motel	Room	0.554	$207	$115
Retail/Commercial	1,000 sq. ft.	1.821	$207	$377
Office	1,000 sq. ft.	0.865	$207	$179
Industrial	1,000 sq. ft.	0.374	$207	$77
Warehouse	1,000 sq. ft.	0.167	$207	$35
Mini Warehouse	1,000 sq. ft.	0.026	$207	$5
Public/Institutional	1,000 sq. ft.	0.411	$207	$85

Source: Functional population per unit from Table 106; net cost per functional population from Table 93.

The updated public building impact fees are compared to current fees in Table 95. The updated fees are higher than current fees for most land uses. The fee increases reflect the fact that the County has retired about half the debt that was outstanding at the time of the 2014 study.

Table 95. Change in Public Buildings Impact Fees

Land Use	Unit	Current Fee	Updated Fee	Change	% Chge.
Single-Family Detached	Dwelling	$250	$298	$48	19%
Single-Family Det., Age Restricted	Dwelling	$191	$213	$22	12%
Single-Family Det., Low-Income	Dwelling	$230	$239	$9	4%
Multi-Family	Dwelling	$177	$229	$52	29%
Multi-Family, Age Restricted	Dwelling	$132	$159	$27	20%
Mobile Home/RV Park	Pad/Space	$250	$284	$34	14%
Hotel/Motel	Room	$145	$115	-$30	-21%
Retail/Commercial	1,000 sq. ft.	$302	$377	$75	25%
Office	1,000 sq. ft.	$142	$179	$37	26%
Industrial	1,000 sq. ft.	$54	$77	$23	43%
Warehouse	1,000 sq. ft.	$24	$35	$11	46%
Mini Warehouse	1,000 sq. ft.	$23	$5	-$18	-78%
Public/Institutional	1,000 sq. ft.	$109	$85	-$24	-22%

Source: Current fee from Table 1; updated fees from Table 94.

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APPENDIX A: HOUSING/LAND USE DATA

For impact fee analysis, it is important to know the existing amount of residential development and nonresidential development, as well as the number of residents associated with each dwelling unit type. Identifying this information is the purpose of this appendix. To make the calculations easier to follow, numbers in one table that are inputs into another table are highlighted in red.

Residential

The first step in determining the number of existing dwelling units by housing type is to determine the distribution of housing types for the various geographic areas of Citrus County at the time of the 2010 U.S. census. This is presented in Table 96.

Table 96. Distribution of Dwelling Units by Housing Type, 2010

Housing Type	Unincorp. Area	Inverness	Crystal River
Single-Family Detached	67.07%	54.16%	64.13%
Multi-Family	5.79%	38.90%	25.02%
Mobile Home/RV	27.14%	6.94%	10.85%
Total	100.00%	100.00%	100.00%

Source: U.S. Census, American Community Survey, 2007-2011 5% sample tabular data (single-family detached category includes single-family attached, but they only amount to 3.6% of the category sample).

The next step is to allocate total dwelling units enumerated in the 2010 U.S. Census for each jurisdiction by the housing type distributions shown above, and then add the number of units issued building permits over the last ten years. This yields estimates of existing residential units by housing type for each jurisdiction, as shown in Table 97.

Table 97. Dwelling Units by Type, 2020

Housing Type	Unincorp. Area	Inverness	Crystal River	County Total
Single-Family Detached	48,301	2,152	1,993	52,446
Multi-Family	4,170	1,546	778	6,494
Mobile Home/RV	19,545	276	337	20,158
Total Units, 2010	72,016	3,974	3,108	79,098
Single-Family Detached	4,018	55	41	4,114
Multi-Family	14	0	0	14
Mobile Home/RV	1,755	0	2	1,757
Total Permits, Last 10 Years	5,787	55	43	5,885
Single-Family Detached	52,319	2,207	2,034	56,560
Multi-Family	4,184	1,546	778	6,508
Mobile Home/RV	21,300	276	339	21,915
Total Units, 2020	77,803	4,029	3,151	84,983

Source: Total 2010 units from U.S. Census; 2010 units by housing type based on distribution from Table 96; permit data for unincorporated area 2010-2019 from Citrus County, March 13, 2020; permit data for cities 2009-2018 from U.S. Census Bureau.

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The average number of persons per household for each of the three major housing categories are shown in Table 98. Average household size is derived by dividing household population by the number of households.

Table 98. Average Household Size, Citrus County

Housing Type	Sample HHs	Household Population	House-holds	Average HH Size
Single-Family Detached	2,103	94,584	43,705	2.16
Multi-Family	224	8,408	5,065	1.66
Mobile Home/RV	628	28,251	13,718	2.06
Total	2,955	131,243	62,488	2.10

Source: U.S. Census, American Community Survey, 2013-2017, weighted 5% sample microdata for Citrus County, Florida.

To develop estimated average household sizes for age-restricted and low-income units, national data were used. Age-restricted units were defined as households headed by a person 55 years old or older with no household members under the age of 18. Data from the 2017 *American Housing Survey* are presented in Table 99 for single-family detached and multi-family units. The national data indicate that age-restricted units have roughly 70% of the average number of household residents for both single-family and multi-family housing. Low-income households were defined as those with total annual household income over the last 12 months of less than 80% of median annual household income. Median annual income nation-wide is $55,200 (which is similar to Citrus County's median income of $55,900[4]), and 80% of that is $44,160.

[4] Florida Housing Finance Corporation, *2020 Income Limits and Rent Limits, SHIP and HHRP Programs*, April 13, 2020.

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Table 99. Average Household Size, Age-Restricted and Low-Income Units

	Persons	Households	AHHS
Age-Restricted Single-Family Detached			
Age-Restricted Single-Family Det. Households, U.S *	66,791,894	34,872,968	1.92
Single-Family Detached, All Households, U.S	205,486,803	76,554,595	2.68
Ratio of Age-Restricted to All Single-Family Det. Households, U.S.			71.4%
x Avg. Household Size, All Single-Family Det. Households, Citrus County			2.16
Avg. Household Size, Age-Restricted Single-Family Det., Citrus County			1.54
Age-Restricted Multi-Family			
Age-Restricted Multi-Family Households, U.S *	18,991,734	12,942,044	1.47
All Multi-Family Households, U.S.	80,112,470	37,878,355	2.11
Ratio of Age-Restricted to All Multi-Family Households, U.S.			69.4%
x Avg. Household Size, All Multi-Family Households, Citrus County			1.66
Avg. Household Size, Age-Restricted Multi-Family, Citrus County			1.15
Low-Income, Single-Family Detached			
Single-Family Detached, Low-Income Households, U.S. **	52,389,392	24,424,535	2.14
Single-Family Detached, All Households, U.S	205,486,803	76,554,595	2.68
Single-Family Det., Ratio of Low-Income to All HHs, U.S.			79.9%
x Single-Family Det. Avg. Household Size, Citrus County			2.16
Low-Income Avg. Household Size, Single-Family Det., Citrus County			1.73

* defined as households with household head 55 years or older and no children under age 18
** households with less than $44,160 annual income (80% of US median of $55,200)
Source: U.S. data from U.S. Department of Housing and Urban Development, *2017 American Housing Survey*, weighted microdata sample; Citrus County average household size from Table 98.

The average household sizes for the various types of housing units are summarized in Table 100 below.

Table 100. Average Household Size Summary

Housing Type	Persons/ Household
Single-Family Detached	2.16
Single-Family Det., Age-Restricted	1.54
Single-Family Det., Low-Income	1.73
Multi-Family	1.66
Multi-Family, Age-Restricted	1.15
Mobile Home/RV	2.06

Source: Single-family, multi-family, and mobile home/RV from Table 98;; age-restricted from Table 99.

Nonresidential

Existing nonresidential floor area and corresponding land use codes and taxing jurisdiction information for existing parcels of land in Citrus County were developed from the property database provided by the Property Appraiser's Office. Table 101 summarizes existing nonresidential development in Citrus County by land use type and jurisdiction.

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Table 101. Nonresidential Land Use, Citrus County, 2020

Land Use Type	Unit	Unincorp. Area	Inverness	Crystal River	County Total
Retail/Commercial	1,000 sq. ft.	6,390	1,415	2,499	10,304
Office	1,000 sq. ft.	1,145	627	225	1,997
Industrial	1,000 sq. ft.	753	32	51	836
Warehouse	1,000 sq. ft.	2,571	98	42	2,711
Public/Institutional	1,000 sq. ft.	3,316	913	355	4,584
Total	1,000 sq. ft.	14,175	3,085	3,172	20,432

Source: Citrus County Property Appraiser's Office property database, February 28, 2020, based on the following Florida Department of Revenue land use codes – retail/commercial: 10-39, excluding 17-19; office: 17-19; industrial: 40-47; warehousing: 48-49; public/institutional: 70-89 (data excludes the following land uses – agricultural: 50-69; miscellaneous: 90-97; centrally-assessed: 98; and non-agricultural acreage: 99).

Existing Land Use Summary

Existing land uses by impact fee service area are summarized in Table 102.

Table 102. Existing Land Use by Service Area

Land Use Type	Unit	Park Service Area	Fire Service Area	Unincor-porated Area
Single-Family Detached	Dwelling	54,353	54,526	52,319
Multi-Family	Dwelling	4,962	5,730	4,184
Mobile Home/RV	Dwelling	21,639	21,576	21,300
Retail/Commercial	1,000 sq. ft.	8,889	7,805	6,390
Office	1,000 sq. ft.	1,370	1,772	1,145
Industrial	1,000 sq. ft.	804	785	753
Warehouse	1,000 sq. ft.	2,613	2,669	2,571
Public/Institutional	1,000 sq. ft.	3,671	4,229	3,316

Source: Table 97 (residential) and Table 101 (nonresidential); park service area is unincorporated area plus Crystal River; fire rescue service area is unincorporated area plus Inverness; countywide is service area for transportation, schools, libraries, law enforcement, EMS and public buildings.

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APPENDIX B: FUNCTIONAL POPULATION

This update continues to utilize the "functional population" approach to measuring demand for fire rescue, EMS, law enforcement and public building impact fees. This is a generally-accepted approach for these impact fee types, based on the observation that demand for such facilities tends to be proportional to the presence of people at the site. To make the calculations of functional population easier to follow, numbers in one table that are inputs into another table are highlighted in red.

Functional population is analogous to the concept of "full-time equivalent" employees. It represents the number of "full-time equivalent" people present at the site of a land use, and it is used for the purpose of determining the impact of a particular development on the need for facilities. For residential development, functional population is simply average household size times the percent of time people spend at home. For nonresidential development, functional population is based on a formula that includes trip generation rates, average vehicle occupancy and average number of hours spent by visitors and employees at a land use.

Residential Functional Population

For residential land uses, the impact of a dwelling unit on the need for capital facilities is generally proportional to the number of persons residing in the dwelling unit. This can be measured for different housing types in terms of either average household size (average number of persons per occupied dwelling unit) or persons per unit (average number of persons per dwelling unit, including vacant as well as occupied units). In this analysis, average household size is used to develop the functional population multipliers, as it avoids the need to make assumptions about occupancy rates.

The first step is to determine the percentage of time people spend at their place of residence. In 2018, the U.S. Bureau of Labor Statistics interviewed one person each from 9,600 randomly-selected households to determine how people spent their time during a recent day. Survey respondents were limited to persons aged 15 or older in the civilian population. The survey determined the average number of hours spent on various types of activities. While it did not itemize where the activities occurred, reasonable assumptions have been made about which activities were more likely to take place at the place of residence or away from home. The results, summarized in Table 103 on the following page, indicate that people spend an average of 67% of each 24-hour day at their place of residence.

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Table 103. Time Usage Survey Data

Primary Activity	Total Hrs. per Day	At Home	Away
Sleeping (including naps, spells of sleeplessness)	8.82	8.82	–
Personal care activities (other than sleeping)	0.76	0.76	–
Eating and drinking*	1.19	0.89	0.30
Household activites	1.78	1.78	–
Purchasing goods and services	0.72	–	0.72
Caring for and helping household members	0.51	0.51	–
Caring for and helping non-household members	0.21	–	0.21
Working and work-related activities	3.57	–	3.57
Educational activities	0.46	–	0.46
Organizational, civic and religious activities	0.30	–	0.30
Watching television	2.84	2.84	–
Other leisure and sports	2.43	–	2.43
Telephone, mail and email	0.15	0.15	–
Other activities	0.26	0.26	–
Total Hours	24.00	16.01	7.99
Percent of Time	100.0%	66.7%	33.3%

* assumes 3/4 of meals are at home

Source: U.S. Dept. of Labor, Bureau of Labor Statistics, *American Time Use Survey - 2018 Results*, June 19, 2019 release, survey of U.S. civilians 15 years of age or older.

The functional population per unit for residential uses is shown in Table 104.

Table 104. Functional Population per Unit for Residential Uses

Housing Type	Unit	Average HH Size	Occu-pancy	Func. Pop./Unit
Single-Family, Detached	Dwelling	2.16	66.7%	1.441
Single-Family Det., Age-Restricted	Dwelling	1.54	66.7%	1.027
Single-Family Det., Low-Income	Dwelling	1.73	66.7%	1.154
Multi-Family	Dwelling	1.66	66.7%	1.107
Multi-Family, Age-Restricted	Dwelling	1.15	66.7%	0.767
Mobile Home/RV Park	Pad/Space	2.06	66.7%	1.374
Hotel/Motel*	Room	1.54	36.0%	0.554

* hotel/motel persons per room based on 75% of average vehicle occupancy on trips to visit friends/ relatives (2.05) from U.S. Department of Transportation, *National Household Travel Survey*, 2017 for Florida; hotel/motel occupancy is half the average room occupancy rate (72%) from the Plasencia Group, *Florida Lodging Trends Report*, September 2019

Source: Average household size from Table 100 (except as noted above); occupancy factor is percent of time spent at home from Table 103 (except for hotel/motel as noted above).

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Nonresidential Functional Population

The functional population methodology for nonresidential uses is based on trip generation rates and data on average vehicle occupancy and employee density. Employees are estimated to spend eight hours per day at their place of employment, and visitors are estimated to spend one hour per visit. Functional population per 1,000 square feet is derived by dividing the total number of hours spent by employees and visitors during a weekday by 24 hours. The formula used to derive the nonresidential functional population estimates is summarized in Figure 11.

Figure 11. Nonresidential Functional Population Formula

Functional population/1000 sf = (employee hours/1000 sf + visitor hours/1000 sf) ÷ 24 hours/day

Where:

Employee hours/1000 sf = employees/1000 sf x 8 hours/day

Visitor hours/1000 sf = visitors/1000 sf x 1 hour/visit (1/2 hour for industrial/warehouse)

Visitors/1000 sf = weekday ADT/1000 sf x avg. vehicle occupancy - employees/1000 sf

Weekday ADT/1000 sf = one way average daily trips (total trip ends ÷ 2)

Using this formula and information on trip generation rates from the ITE *Trip Generation Manual*, vehicle occupancy rates from the *National Household Travel Survey* for the state of Florida, and employee densities from the U.S. Department of Energy, nonresidential functional population estimates per 1,000 square feet of gross floor area are calculated in Table 105.

Table 105. Functional Population per Unit for Nonresidential Uses

Land Use	Unit	Trip Rate	Persons/ Trip	Employee/ Unit	Visitors/ Unit	Functional Pop./Unit
Retail/Commercial	1,000 sq. ft.	18.88	1.97	0.93	36.27	1.821
Office	1,000 sq. ft.	4.87	1.29	2.07	4.21	0.865
Industrial	1,000 sq. ft.	1.69	1.29	1.05	1.13	0.374
Warehouse	1,000 sq. ft.	0.87	1.29	0.48	0.32	0.167
Mini Warehouse	1,000 sq. ft.	0.76	1.29	0.05	0.47	0.026
Public/Institutional	1,000 sq. ft.	3.32	2.07	0.43	6.43	0.411

Source: Trip rates from Table 10; persons/trip is average vehicle occupancy from Federal Highway Administration, *National Household Travel Survey*, 2017 for Florida by trip purpose (retail/commercial – shopping, public/institutional – other family/personal; office/industrial/warehouse – to/from work; employees/unit from U.S. Department of Energy, *Commercial Buildings Energy Consumption Survey*, 2012 (mini-warehouse is estimated); visitors/unit is trips times persons/trip minus employees/unit; functional population/unit calculated based on formula in Figure 11.

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Functional Population Summary

The functional population multipliers for residential and nonresidential land use categories are summarized in Table 106.

Table 106. Functional Population Multipliers

Land Use	Unit	Functional Pop./Unit
Single-Family Detached	Dwelling	1.441
Single-Family Det., Age-Restricted	Dwelling	1.027
Single-Family Det., Low-Income	Dwelling	1.154
Multi-Family	Dwelling	1.107
Multi-Family, Age-Restricted	Dwelling	0.767
Mobile Home/RV Park	Pad/Space	1.374
Hotel/Motel	Room	0.554
Retail/Commercial	1,000 sq. ft.	1.821
Office	1,000 sq. ft.	0.865
Industrial	1,000 sq. ft.	0.374
Warehouse	1,000 sq. ft.	0.167
Mini Warehouse	1,000 sq. ft.	0.026
Public/Institutional	1,000 sq. ft.	0.411

Source: Residential dwelling unit functional population per unit from Table 104; nonresidential functional population per unit from Table 105.

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APPENDIX C: ROAD INVENTORY

Table 107. Major Road Inventory

Roadway	Segment	Lns.	Miles	Capa-city	AADT	VMC	VMT
SR 200 (Carl G Rose)	US 41, N to Palmer Way	2U	4.25	17,000	9,500	72,216	40,356
SR 200 (Carl G Rose)	Palmer Way to CR 491, N	2U	1.06	6,720	9,500	7,150	10,108
SR 200 (Carl G Rose)	CR 491, N to CR 39, E	2U	1.07	6,720	11,600	7,164	12,366
SR 200 (Carl G Rose)	CR 39, E to Marion County Line	2U	0.86	6,720	13,500	5,779	11,610
SR 44 (Gulf to Lake)	US 19, N to Turkey Oak Dr, N	4D	0.99	37,900	18,600	37,597	18,451
SR 44 (Gulf to Lake)	Turkey Oak Dr, N to CR 486, W	4D	1.37	37,900	27,000	51,885	36,963
SR 44 (Gulf to Lake)	CR 486, W to Rock Crusher Rd, N	4D	1.05	37,900	18,000	39,795	18,900
SR 44 (Gulf to Lake)	Rock Crusher N to UB	4D	1.38	37,900	18,000	52,264	24,822
SR 44 (Gulf to Lake)	UB to Suncoast Pkwy, W	4D	0.58	35,700	17,000	20,706	9,860
SR 44 (Gulf to Lake)	Suncoast Pkwy, W to CR 490, W	4D	1.35	35,700	17,600	48,088	23,707
SR 44 (Gulf to Lake)	CR 490, W to CR 491, N	4D	0.49	35,700	20,069	17,529	9,854
SR 44 (Gulf to Lake)	CR 491, N to County Landfill	4D	2.95	52,080	26,000	153,792	76,778
SR 44 (Gulf to Lake)	Landfill to Kensington Ave, S	4D	1.23	52,080	23,700	64,006	29,127
SR 44 (Gulf to Lake)	Kensington Ave, S to Croft Ave, S	4D	2.04	39,795	34,500	81,102	70,311
SR 44 (Gulf to Lake)	Croft Ave, S to Independence Hwy	4D	1.39	39,795	30,900	55,355	42,982
SR 44 (Main St.)	Independence Hwy to CR 581, S	4D	0.94	37,900	31,500	35,664	29,642
SR 44 (Main St.)	CR 581, S to US 41	4D	0.82	37,900	28,000	30,926	22,848
SR 44 (Gulf to Lake)	US 41 to CR 470, E	4D	3.33	39,795	22,900	132,318	76,143
SR 44 (Gulf to Lake)	CR 470, E to Shady Terr, S	4D	0.64	37,900	10,900	24,408	7,020
SR 44 (Gulf to Lake)	Shady Terr, S to Little John Ave, S	4D	1.18	37,900	10,900	44,760	12,873
SR 44 (Gulf to Lake)	Little John Ave, S to Sumter Co	4D	2.26	25,700	9,300	58,133	21,037
US 19 (Suncoast)	Hernando Co. to Merrivale Ln, W	4D	1.31	52,080	8,600	67,964	11,223
US 19 (Suncoast)	Merrivale, W to US 98, W	4D	0.95	52,080	9,500	49,320	8,997
US 19/US 98	US 98, W to Des Moines La, W	4D	1.20	39,795	16,400	47,913	19,746
US 19/US 98	Des Moines, W to Cypress Bvd, W	4D	0.22	39,795	17,500	8,596	3,780
US 19/US 98	Cypress, W to Burnt Ridge Rd, W	4D	0.17	39,795	21,300	6,725	3,600
US 19/US 98	Burnt Ridge, W to Cardinal St, W	4D	1.26	39,795	21,500	50,221	27,133
US 19/US 98	Cardinal St, W to Sunny Days S/C	4D	1.45	39,795	23,800	57,703	34,510
US 19/US 98	Sunny Days to Green Acres St, W	4D	0.50	39,795	25,400	19,977	12,751
US 19/US 98	Green Acres, W to Bradshaw St, W	4D	0.33	39,795	27,100	13,212	8,997
US 19/US 98	Bradshaw St, W to CR 490	4D	0.53	39,795	27,200	20,932	14,307
US 19/US 98	CR 490/Yulee Dr to CR 490	4D	0.39	39,795	27,200	15,361	10,499
US 19/US 98	CR 490A, W to CR 490	4D	0.12	39,795	22,000	4,815	2,662
US 19/US 98	CR 490 to Stonebrooke Dr	4D	0.69	39,795	22,000	27,459	15,180
US 19/US 98	Stonebrooke to Longfellow St, W	4D	0.96	39,795	22,000	38,203	21,120
US 19/US 98	Longfellow, W to Highland St, W	4D	1.39	39,795	22,000	55,434	30,646
US 19/US 98	Highland St, W to CR 494, W	4D	0.44	39,795	26,000	17,669	11,544
US 19/US 98	CR 494, W to Venable St, W	4D	0.58	39,795	26,000	23,121	15,106
US 19/US 98	Venable St, W to Lopez Ln	4D	0.67	39,795	26,000	26,782	17,498
US 19/US 98	Lopez Ln to CR 44, W	4D	0.59	39,795	24,000	23,598	14,232
US 19/US 98	CR 44, W to SR 44	6D	1.11	58,400	26,500	65,058	29,521
US 19/US 98	SR 44 to CR 495, N	4D	0.42	39,800	24,000	16,597	10,008
US 19/US 98	CR 495, N to 19Th St, N	4D	1.27	41,790	15,900	52,948	20,145
US 19/US 98	19th St, N to State Park St, W	4D	0.48	41,790	15,900	20,101	7,648
US 19/US 98	State Park St, W to Ashburn Ln , W	4D	0.26	41,790	15,900	10,782	4,102
US 19/US 98	Ashburn Ln , W to Watergate Ln, W	4D	0.85	52,080	15,900	44,060	13,451
US 19/US 98	Watergate, W to Emerald Oaks, W	4D	1.38	30,765	12,300	42,486	16,986
US 19/US 98	Em. Oaks, W to Powerline St, W	4D	0.51	30,765	11,200	15,752	5,734

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Table 107. Major Road Inventory (continued)

Roadway	Segment	Lns.	Miles	Capa-city	AADT	VMC	VMT
US 19/US 98	Powerline St, W to CR 488, W	4D	0.79	30,765	9,500	24,427	7,543
US 19/US 98	CR 488, W to Basswood Ave, N	4D	0.28	30,765	9,800	8,614	2,744
US 19/US 98	Basswood Ave, N to Levy County	4D	4.37	26,985	7,600	117,870	33,197
US 41 (Florida Ave)	Ind. Hwy, N to Arlington St, E	2U	0.60	18,585	14,800	11,188	8,910
US 41 (Florida Ave)	Arlington St, E to SR 44	2U	2.60	18,585	13,700	48,340	35,634
US 41/SR 44 (Main St)	SR 44 to Park Ave	4D	0.23	34,020	24,000	7,791	5,496
US 41/SR 44 (Main St)	Park Ave to CR 470	4D	0.13	34,020	29,000	4,355	3,712
US 41/SR 44 (Main St)	CR 470 to Seminole Ave, N	4D	0.13	34,020	29,500	4,287	3,717
US 41/SR 44 (Main St)	Seminole Ave, N to US 41, N	4D	0.41	34,020	29,500	13,812	11,977
US 98/SR 700	Hernando Co. Line to UB	4D	1.23	52,080	6,100	64,267	7,527
US 98/SR 700	UB to Oak Village Blvd, S	4D	1.19	54,390	6,100	64,778	7,265
US 98/SR 700	Oak Village Blvd, S to US 19, S	4D	1.41	54,390	8,700	76,527	12,241
Subtotal, Principal Arterials			64.62			2,329,682	1,136,847
CR 486 (N. Bryant)	SR 44, W to Meadowcrest Blvd	4D	0.70	37,810	16,787	26,467	11,751
CR 486 (N. Bryant)	Meadowcrest Blvd to UB (W)	4D	0.20	37,810	16,787	7,675	3,408
CR 486 (N. Bryant)	UB (W) to Pine Ridge Blvd, W	4D	0.55	37,810	16,700	20,909	9,235
CR 486 (N. Bryant)	Pine Ridge, W to Clydesdale, N	4D	1.49	37,810	11,500	56,337	17,135
CR 486 (N. Bryant)	Clydesdale Ave, N to CR 491, N	4D	0.98	37,810	12,500	36,903	12,200
CR 486 (N. Bryant)	CR 491, N to Ottawa Ave, N	4D	1.08	37,810	11,100	40,646	11,933
CR 486 (N. Bryant)	Ottawa Ave, N to Forest Ridge, N	4D	1.29	37,810	9,600	48,926	12,422
CR 486 (N. Bryant)	Forest Ridge Blvd, N to Reston	4D	0.35	37,810	19,675	13,082	6,807
CR 486 (N. Bryant)	Reston Terr to Essex Ave, N	4D	0.42	37,810	16,200	15,994	6,853
CR 486 (N. Bryant)	Essex Ave, N to Anthony Ave, N	4D	0.21	37,810	14,700	7,789	3,028
CR 486 (N. Bryant)	Anthony Ave, N to Citrus Hills, N	4D	0.21	37,810	14,300	7,940	3,003
CR 486 (N. Bryant)	Citrus Hills, N to Clements Ave, N	4D	0.09	37,810	12,600	3,554	1,184
CR 486 (N. Bryant)	Clements, N to Annapolis Ave, N	4D	0.35	37,810	12,800	13,044	4,416
CR 486 (N. Bryant)	Annapolis Ave, N to Trucks Ave	6D	0.17	56,905	11,700	9,674	1,989
CR 486 (N. Bryant)	Trucks Ave to Mcgee Dr	6D	0.28	56,905	11,700	16,161	3,323
CR 486 (N. Bryant)	Mcgee Dr to Urban Boundary (E)	4D	0.61	37,810	11,700	23,178	7,172
CR 486 (N. Bryant)	Urban Boundary (E) to Croft Ave, N	4D	1.00	56,610	11,700	56,780	11,735
CR 486 (N. Bryant)	Croft Ave, N to US 41, N	4D	0.76	35,820	13,982	27,331	10,668
CR 491 (Lecanto)	Hernando Co. Line to CR 480, W	2U	1.33	13,585	3,100	18,068	4,123
CR 491 (Lecanto)	CR 480, W to Cason Ct, W	2U	1.76	13,585	6,641	23,950	11,707
CR 491 (Lecanto)	Cason Ct, W to Cardinal St, W	2U	2.77	13,585	3,700	37,590	10,238
CR 491 (Lecanto)	Cardinal St, W to Leisure Blvd	2U	3.26	13,585	7,670	44,314	25,018
CR 491 (Lecanto)	Leisure Blvd to G. Cleveld Blvd, W	2U	0.37	15,390	6,800	5,725	2,530
CR 491 (Lecanto)	G. Cleveld, W to Edu. Path, W	5U	1.07	33,725	10,100	35,985	10,777
CR 491 (Lecanto)	Educational Path, W to SR 44, W	5U	2.19	33,725	20,852	73,723	45,581
CR 491 (Lecanto)	SR 44 E to Audobon Park Path	4D	1.00	15,390	15,000	15,375	14,985
CR 491 (Lecanto)	Audobon Park to Horace Allen St W	2U	1.31	15,390	15,000	20,161	19,650
CR 491 (Lecanto)	Horace Allen St, W to CR 486, W	4D	0.57	37,810	16,700	21,590	9,536
CR 491 (Lecanto)	CR 486, W to Black Diamond Cir	4D	1.21	37,810	24,424	45,788	29,577
CR 491 (Lecanto)	Black Diamond Cir to Truman Blvd	4D	0.53	37,810	17,600	19,964	9,293
CR 491 (Lecanto)	Truman Blvd to Mustang/Regina	6D	0.19	56,905	15,700	10,983	3,030
CR 491 (Lecanto)	Mustang/Regina to Roosevelt Blvd	6D	0.39	56,905	16,700	22,307	6,546
CR 491 (Lecanto)	Roosevelt to Beverly Hills Blvd	4D	0.53	37,810	13,400	20,115	7,129
CR 491 (Lecanto)	Beverly Hills to Pine Ridge Blvd, W	4D	0.33	37,810	13,400	12,515	4,435
CR 491 (Lecanto)	Pine Ridge, W to Forest Ridge, N	2U	0.37	16,815	16,792	6,205	6,196
CR 491 (Lecanto)	Forest Ridge, N to Deltona Blvd, N	2U	1.75	23,180	18,101	40,519	31,641

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Table 107. Major Road Inventory (continued)

Roadway	Segment	Lns.	Miles	Capa-city	AADT	VMC	VMT
CR 491 (Lecanto)	Deltona Blvd, N to US 41, N	2U	1.31	23,180	8,777	30,296	11,472
CR 491 (Lecanto)	US 41, N to Tram Rd, N	2U	1.69	13,585	7,100	22,999	12,020
CR 491 (Lecanto)	Tram Rd, N to SR 200, N	2U	1.76	13,585	6,200	23,950	10,931
CR 581 (Pl. Grove Rd)	Hernando Co. Line to CR 480, E	2U	2.58	13,585	4,650	35,022	11,986
CR 581 (Pl. Grove Rd)	CR 480, E to Urban Boundary	2U	5.31	13,585	3,000	72,096	15,921
CR 581 (Pl. Grove Rd)	Urban Boundary to Anna Jo Dr, E	2U	0.47	16,815	3,000	7,970	1,422
CR 581 (Pl. Grove Rd)	Anna Jo Dr, E to Arbor St, E	2U	0.90	16,815	5,300	15,066	4,749
CR 581 (Pl. Grove Rd)	Arbor St, E to City Limits	2U	1.52	16,815	7,400	25,525	11,233
CR 581 (Pl. Grove Rd)	City Limits to SR 44	2U	1.21	16,815	8,500	20,262	10,243
Forest Ridge Blvd	CR 486, W to Roosevelt Blvd, W	4D	0.82	37,810	12,600	30,891	10,294
Forest Ridge Blvd	Roosevelt Blvd, W to UB	4D	0.87	37,810	5,000	33,008	4,365
Forest Ridge Blvd	Urban Boundary to CR 491, N	4D	1.16	56,610	6,010	65,498	6,954
US 41 (Florida Ave)	Hernando Co. Line to Oak Forest	2U	1.38	8,820	3,100	12,198	4,287
US 41 (Florida Ave)	Oak Forest to Floral Park Dr, E	2U	2.99	8,820	3,100	26,389	9,275
US 41 (Florida Ave)	Floral Park Dr, E to CR 480, E	2U	0.52	8,820	3,100	4,551	1,600
US 41 (Florida Ave)	CR 480, E to CR 48, E	2U	1.34	15,120	7,600	20,261	10,184
US 41 (Florida Ave)	CR 48, E to CR 39A , E	2U	2.19	15,120	11,300	33,128	24,758
US 41 (Florida Ave)	CR 39A , E to Stoneridge Dr, S	4D	0.24	35,700	12,300	8,604	2,964
US 41 (Florida Ave)	Stoneridge Dr, S to Ft Cooper Rd, E	4D	1.02	41,790	13,900	42,793	14,234
US 41 (Florida Ave)	Ft Cooper Rd, E to Inverness Bvd, E	4D	1.55	41,790	13,900	64,566	21,476
US 41 (Florida Ave)	Inverness Blvd, E to Eden Dr	4D	0.35	41,790	16,200	14,752	5,719
US 41 (Florida Ave)	Eden Dr to Relief St, E	6D	0.41	62,895	19,800	25,850	8,138
US 41 (Florida Ave)	Relief St, E to SR 44	6D	0.39	62,895	40,500	24,466	15,755
US 41 (Florida Ave)	Independence, N to Van Ness Rd, E	2U	0.71	18,585	17,000	13,158	12,036
US 41 (Florida Ave)	Van Ness Rd, E to CR 486, W	2U	0.85	18,585	18,200	15,853	15,525
US 41 (Florida Ave)	CR 486, W to SR 200, N	2U	0.26	18,585	18,600	4,869	4,873
US 41 (Florida Ave)	SR 200, N to CR 491, N	2U	5.13	15,120	7,700	77,520	39,478
US 41 (Florida Ave)	CR 491, N to Citrus Springs, W	2U	1.06	15,120	8,400	15,952	8,862
US 41 (Florida Ave)	Citrus Spr., W to Country Club, W	2U	1.64	13,545	7,200	22,227	11,815
US 41 (Florida Ave)	Country Club, W to Citrus Spr., N	2U	1.23	13,545	7,300	16,660	8,979
US 41 (Florida Ave)	Citrus Springs Blvd, N to CR 39	2U	1.20	13,545	10,300	16,281	12,381
US 41 (Florida Ave)	CR 39 to CR 488, W	2U	1.06	13,545	14,100	14,371	14,960
US 41 (Florida Ave)	CR 488, W to Marion County Line	4D	0.54	30,765	9,000	16,675	4,878
Subtotal, Minor Arterials			77.33			1,780,974	754,021
Cardinal St	US 19, S to Gross Ave, S	2U	1.00	15,120	7,900	15,120	7,900
Cardinal St	Gross Ave, S to Suncoast, S	2U	2.18	12,240	3,700	26,708	8,073
Cardinal St	Suncoast Pkwy, S to CR 491, S	2U	2.97	15,570	2,740	46,212	8,132
CR 39 (Istachatta)	Co. Line to Floral Park Dr, E	2U	4.44	6,048	450	26,877	2,000
CR 39 (Istachatta)	Floral Park Dr, E to CR 48, E	2U	1.50	6,048	400	9,048	598
CR 39 (Istachatta)	US 41, N to Citrus Springs Blvd, N	2U	0.76	6,048	1,200	4,596	912
CR 39 (Istachatta)	Citrus Springs Blvd, N to SR 200, N	2U	6.49	6,048	2,200	39,221	14,267
CR 44 (Ft. Isl. Trail)	Palm Springs Terr, N to US 19, S	2U	1.42	5,256	7,986	7,448	11,316
CR 470 (Gospel Isl. Rd)	US 41, E to Crescent Dr, E	2U	3.59	16,150	3,900	57,914	13,985
CR 470 (Gospel Isl. Rd)	Crescent Dr, E to SR 44, E	2U	1.12	16,150	2,908	18,023	3,245
CR 48 (Bushnell Rd)	Sumter County Line to CR 39A, E	2U	2.27	6,048	3,200	13,705	7,251
CR 48 (Bushnell Rd)	CR 39A, E to CR 39, S	2U	0.40	6,048	3,200	2,413	1,277
CR 48 (Orange Ave)	CR 39, S to Duval Island Rd	2U	0.86	6,048	6,000	5,189	5,148
CR 48 (Orange Ave)	Duval Is. Rd to Old Floral City Rd	2U	0.64	6,048	6,000	3,853	3,822
CR 48 (Orange Ave)	Old Floral City Rd to US 41, S	2U	0.13	4,680	6,000	599	768

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Table 107. Major Road Inventory (continued)

Roadway	Segment	Lns.	Miles	Capa-city	AADT	VMC	VMT
CR 480 (Oak Park)	US 98 to Cypress/Oak Village Blvd	2U	1.88	15,960	2,400	30,021	4,514
CR 480 (Oak Park)	Cypress to Corkwood Blvd	2U	0.85	15,960	2,400	13,518	2,033
CR 480 (Oak Park)	Corkwood Blvd to Urban Boundary	2U	0.46	15,960	1,100	7,374	508
CR 480 (Oak Park)	Urban Boundary to CR 491, S	2U	3.34	15,570	1,100	52,019	3,675
CR 480 (Stage Coach)	CR 491, N to Brittle Rd, S	2U	1.51	7,560	2,211	11,385	3,330
CR 480 (Stage Coach)	Brittle Rd, S to CR 581, S	2U	4.04	7,560	1,900	30,550	7,678
CR 480 (Stage Coach)	CR 581, S to Meridith Ave, S	2U	3.47	7,560	1,200	26,203	4,159
CR 480 (Stage Coach)	Meridith Ave, S to US 41, S	2U	0.62	16,435	2,150	10,173	1,331
CR 488 (Dunnellon)	US 19, N to Northcut Ave, N	2U	3.57	7,980	2,519	28,489	8,993
CR 488 (Dunnellon)	Northcut Ave, N to CR 495, N	2U	1.20	7,980	2,800	9,576	3,360
CR 488 (Dunnellon)	CR 495, N to Riverbend Rd, W	2U	3.40	6,048	4,900	20,587	16,680
CR 488 (Dunnellon)	Riverbend Rd, W to US 41, N	2U	3.45	6,048	6,907	20,854	23,815
CR 490 (Homosassa)	US 19, S to Canadian Way, S	2U	0.48	15,960	7,940	7,677	3,819
CR 490 (Homosassa)	Canadian, S to Rock Crusher Rd, S	2U	2.87	15,960	8,800	45,869	25,291
CR 490 (Homosassa)	Rock Crusher, S to UB	2U	0.50	15,960	7,800	8,044	3,931
CR 490 (Homosassa)	Urban Boundary to SR 44, W	2U	2.08	16,435	8,236	34,103	17,090
CR 490 (Yulee Dr)	Woodland Pl, W to Fishbowl Dr, W	2U	0.84	6,048	2,400	5,068	2,011
CR 490 (Yulee Dr)	Fishbowl Dr, W to Bradshaw St, W	2U	1.49	6,048	2,400	9,036	3,586
CR 490 (Yulee Dr)	Bradshaw St, W to US 19, S	2U	0.66	6,048	8,587	3,980	5,650
CR 490A (Cleveland)	US 19, S to Claridge Ave, S	2U	2.60	16,150	9,075	42,022	23,612
CR 490A (Cleveland)	Claridge Ave, S to Corbett Ave, S	2U	1.50	16,150	5,100	24,144	7,625
CR 490A (Cleveland)	Corbett Ave, S to CR 491, S	2U	1.29	15,570	6,044	20,023	7,773
CR 490A (Halls R. Rd)	Riverview Cir, S to Fishbowl Dr, W	2U	2.38	11,610	3,200	27,667	7,626
CR 490A (Halls R. Rd)	Fishbowl Dr, W to US 19, S	2U	0.58	11,610	5,400	6,711	3,121
CR 494 (Ozello Trail)	US 19, S to Urban Boundary	2U	1.43	12,240	2,100	17,466	2,997
CR 495 (Citrus Ave)	US 19, N to Turkey Oak Dr, N	2U	0.90	12,096	10,810	10,862	9,707
CR 495 (Citrus Ave)	Turkey Oak Dr, N to UB	2U	0.42	12,096	9,500	5,117	4,019
CR 495 (Citrus Ave)	UB to Tom Mason Dr, W	2U	1.00	12,456	7,400	12,456	7,400
CR 495 (Citrus Ave)	Tom Mason, W to Emerald Oaks, W	2U	1.49	11,610	9,500	17,322	14,174
CR 495 (Citrus Ave)	Emerald Oaks, W to Dunklin St, W	2U	1.87	11,610	7,400	21,711	13,838
CR 495 (Citrus Ave)	Dunklin St, W to Basilico St, W	2U	0.54	11,610	5,700	6,246	3,067
CR 495 (Citrus Ave)	Basilico St, W to CR 488, W	2U	1.48	11,610	5,531	17,194	8,191
CR 495 (Citrus Ave)	CR 488, W to Riverbend Dr	2U	1.79	11,610	1,000	20,747	1,787
Croft Ave	SR 44, E to Stevens St, E	2U	2.00	6,935	11,100	13,884	22,222
Croft Ave	Stevens St, E to Hayes Rd	2U	0.72	6,935	8,363	4,993	6,021
Croft Ave	Hayes Rd to CR 486, W	4D	0.41	13,775	8,363	5,648	3,429
Subtotal, Major Collectors			88.84			925,665	376,757
CR 39A (Gobbler Dr)	US 41, S to Old Floral City Rd	2U	0.19	12,456	2,200	2,404	425
CR 39A (Gobbler Dr)	Old Floral City Rd to Bass Terr, S	2U	1.93	6,048	2,200	11,648	4,237
CR 39A (Trails End Rd)	CR 39A, E to CR 48, E	2U	1.87	6,048	1,200	11,316	2,245
CR 39A (Withlapopka)	Bass Terr, S to CR 39A, E	2U	4.14	6,048	1,200	25,015	4,963
CR 44 (Ft Island Tr)	Fort Is. Park to Palm Springs Ter, N	2U	7.04	6,048	6,100	42,578	42,944
CR 494 (Ozello Tr)	UB to Sanddollar Ln, W	2U	6.99	6,048	2,100	42,251	14,671
CR 581 (Turner Camp)	US 41, N to Hunting Lodge Dr	2U	1.41	12,240	2,100	17,246	2,959
CR 581 (Turner Camp)	Hunting Lodge Dr to UB	2U	0.08	12,240	2,057	979	165
CR 581 (Turner Camp)	UB to Point Lonesome Rd, N	2U	1.70	6,048	2,100	10,263	3,564
CR 581 (Turner Camp)	Pt. Lonesome Rd, N to Boat Ramp	2U	3.12	6,048	2,100	18,888	6,558
Crystal Oaks Dr	Rock Crusher Rd, S to UB	2U	1.30	5,256	3,100	6,854	4,042

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Table 107. Major Road Inventory (continued)

Roadway	Segment	Lns.	Miles	Capa-city	AADT	VMC	VMT
Crystal Oaks Dr	Urban Boundary to SR 44, W	2U	0.38	12,456	4,034	4,783	1,549
Dunklin St	CR 495, N to Husky Av,E, N	2U	2.95	7,980	4,230	23,509	12,460
Dunklin St	Husky Av,E, N to Citrus Spr. Blvd	2U	1.09	7,980	4,015	8,714	4,384
Eden Dr	US 41, S to Carnegie Dr, S	2U	0.76	6,935	6,400	5,278	4,870
Emerald Oaks Dr	US 19, N to Hospital Entrance, E	2U	0.20	6,048	1,100	1,179	215
Emerald Oaks Dr	Hospital Entrance, E to CR 495	2U	2.66	6,048	1,331	16,082	3,539
Independence Hwy	SR 44, W to Dawson Dr, E	2U	1.01	15,960	6,100	16,183	6,185
Independence Hwy	Dawson Dr, E to Arlington St	2U	0.74	15,960	5,000	11,858	3,715
Independence Hwy	Arlington St to Perry St, E	2U	0.33	15,960	4,000	5,283	1,324
Independence Hwy	Perry St, E to US 41, N	2U	0.27	15,960	5,025	4,373	1,377
Moccasin Slough Rd	Carnegie Dr, S to Martinis Dr, S	2U	2.23	12,240	1,400	27,234	3,115
Moccasin Slough Rd	Martinis Dr, S to Barton Ave, S	2U	1.33	6,048	1,400	8,038	1,861
Old Floral City Rd	CR 48, E to CR 39A, E	2U	2.21	12,456	2,200	27,553	4,866
Old Floral City Rd	CR 39A, E to Sandpiper Dr, E	2U	1.96	6,048	2,200	11,866	4,316
Old Floral City Rd	Sandpiper Dr, E to Carnegie Dr, S	2U	0.81	12,240	2,200	9,853	1,771
Old Floral City Rd	Carnegie Dr, S to Eden Dr, E	2U	0.75	12,240	2,200	9,143	1,643
Rock Crusher Rd	CR 490, W to Venable St	2U	2.65	16,150	5,018	42,862	13,318
Rock Crusher Rd	Venable St to SR 44, W	2U	1.13	16,150	7,100	18,298	8,044
Turkey Oak Dr	US 19, N to Crystal River CL (E)	2U	0.37	6,935	2,800	2,559	1,033
Turkey Oak Dr	Crystal River CL (E) to CR 495, N	2U	0.50	6,935	7,200	3,454	3,586
Turkey Oak Dr	CR 495, N to Crystal River CL (W)	2U	0.31	12,960	4,900	4,044	1,529
Turkey Oak Dr	Crystal River CL (W) to SR 44, W	2U	1.76	12,960	7,860	22,745	13,793
Venable St	US 19, S to Dunkenfield Ave, N	2U	1.81	15,960	8,000	28,840	14,456
Venable St	Dunkenfield, N to Rock Crusher, S	2U	0.75	15,960	10,190	12,018	7,673
Anna Jo Dr	CR 581, S to Apopka Rd, S	2U	1.39	12,240	1,500	16,965	2,079
Annapolis Ave	Liberty St, E to CR 486, W	2U	1.45	12,240	1,600	17,772	2,323
Annapolis Ave	CR 486, W to Indianhead Rd, N	2U	1.21	12,240	1,600	14,761	1,930
Apopka Ave	US 41 to Inverness Blvd	2U	2.40	6,935	6,800	16,672	16,347
Apopka Ave	Inverness Blvd to Anna Jo Dr, E	2U	1.16	6,935	1,500	8,045	1,740
Arbor St	CR 581, S to Cascade Ave, S	2U	1.08	12,240	2,900	13,170	3,120
Bradshaw St	CR 490, S to US 19, S	2U	0.75	6,048	2,800	4,524	2,094
Canary Palm Terr	Oaklawn, W to Green Acres St, W	2U	0.25	12,240	2,400	3,097	607
Century Blvd	Citrus Springs, N to Empire Ave, N	2U	0.61	6,048	900	3,713	553
Century Blvd	Empire Ave, N to Elkcam Blvd, N	2U	0.67	6,048	1,500	4,028	999
Citrus Hills Blvd	Reehill St, W to CR 486, W	2U	1.57	6,570	2,570	10,295	4,027
Citrus Springs Blvd, E	US 41 to CR 39, E	2U	2.24	6,048	500	13,572	1,122
Citrus Springs Blvd, N	CR 39, W to US 41, N	2D	1.29	12,771	500	16,424	643
Citrus Springs Blvd, N	US 41, N to Deltona Blvd, N	2D	0.93	12,771	5,300	11,928	4,950
Citrus Springs Blvd, N	Deltona Blvd, N to Elkcam Blvd, N	2D	1.33	11,610	4,900	15,406	6,502
Citrus Springs Blvd, N	Elkcam Blvd, N to Dunklin St, W	2D	1.65	11,610	2,300	19,203	3,804
Citrus Springs Blvd, W	Dunklin St to Gatewood Dr, N	2U	0.21	6,048	1,900	1,258	395
Citrus Springs Blvd, W	Gatewood, N to Hazelwood Rd, N	2U	0.67	6,048	1,800	4,028	1,199
Citrus Springs Blvd, W	Hazelwood Rd, N to Elkcam Blvd, N	2U	1.26	6,048	1,800	7,645	2,275
Citrus Springs Blvd, W	Elkcam Blvd, N to Gibralter Dr, N	2U	1.57	7,980	2,800	12,537	4,399
Citrus Springs Blvd, W	Gibralter Dr, N to Deltona Blvd, N	2D	0.65	7,980	1,400	5,187	910
Citrus Springs Blvd, W	Deltona Blvd, N to Greendale Dr, N	2D	0.51	7,980	2,800	4,078	1,431
Citrus Springs Blvd, W	Greendale Dr, N to US 41	2D	0.53	17,127	3,100	9,060	1,640
Corkwood Blvd	CR 480, W to Cypress Blvd	2U	2.00	12,240	900	24,517	1,803
Country Club Blvd	Golfview Dr, N to Santos Dr, N	2U	0.43	6,048	600	2,607	259

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Table 107. Major Road Inventory (continued)

Roadway	Segment	Lns.	Miles	Capa-city	AADT	VMC	VMT
Country Club Blvd	Santos Dr, N to Deltona Blvd, N	2U	0.49	6,048	600	2,988	296
Country Club Blvd	Deltona Blvd, N to Travis Dr, N	2U	0.28	6,048	1,500	1,675	416
Country Club Blvd	Travis Dr, N to US 41, N	2U	0.51	6,048	1,500	3,066	761
Country Club Way	US 41, N to CR 39, E	2U	1.40	6,048	800	8,491	1,123
Cypress Blvd	US 19, S to CR 480, W	2U	3.28	12,240	1,100	40,123	3,606
Cypress Circle	Cypress Blvd (W) to Cypress (E)	2U	0.40	12,240	600	4,896	240
Deltona Blvd	CR 491, N to Citrus Spr. Blvd, W	2U	0.94	6,048	4,275	5,661	4,001
Deltona Blvd	Citrus Springs, W to Cntry Club, W	2U	1.67	6,048	1,000	10,082	1,667
Deltona Blvd	Country Club, W to Citrus Spr., N	2U	0.95	6,048	2,200	5,752	2,092
Deltona Blvd	Citrus Spr. Blvd, N to Rutland Dr, W	2U	0.57	6,048	1,000	3,423	566
Deltona Blvd	Rutland Dr, W to Elkcam Blvd, N	2U	0.63	6,048	537	3,816	339
Dunkenfield Ave	SR 44, W to Venable St, W	2U	2.00	16,150	4,164	32,316	8,332
Elkcam Blvd	Mustang Blvd, W to Pine Ridge, W	2U	0.86	6,048	3,327	5,189	2,855
Elkcam Blvd	Pine R., W to Hampshire Blvd, W	2U	1.35	6,048	3,300	8,183	4,465
Elkcam Blvd	Hampshire, W to Citrus Springs, W	2U	1.01	6,048	3,900	6,102	3,935
Elkcam Blvd	Citrus Spr., W to Century Blvd, W	2U	1.20	6,048	2,406	7,227	2,875
Elkcam Blvd	Century Blvd, W to Citrus Spr., N	2U	0.85	6,048	3,300	5,117	2,792
Elkcam Blvd	Citrus Spr. Blvd, N to Deltona, N	2U	1.17	6,048	1,200	7,070	1,403
Elkcam Blvd	Deltona Blvd, N to CSX RR	2U	0.87	6,048	600	5,286	524
Essex Ave	Keller St, W to CR 486, W	2U	1.33	6,570	3,200	8,745	4,259
Fishbowl Dr	CR 490, S to CR 490A	2U	1.89	6,048	2,200	11,400	4,147
Floral Park Dr	US 41, S to Great Oaks Dr, S	2U	0.64	6,048	1,300	3,840	826
Floral Park Dr	Great Oaks Dr, S to CR 41	2U	0.90	6,048	1,300	5,413	1,164
Great Oaks Dr	CR 48 to Bayberry Ln, E	2U	1.29	12,456	1,000	16,081	1,291
Great Oaks Dr	Bayberry Ln, E to Floral Park Dr, E	2U	0.44	6,048	1,000	2,637	436
Green Acres St	US 19, S to Fountains Mem Pk	2U	2.26	12,240	2,700	27,675	6,105
Hartford St	Essex Ave, N to Citrus Hills Blvd, N	2U	0.41	12,240	1,800	5,006	736
Hartford St	Citrus Hills, N to Annapolis Ave, N	2U	0.43	12,240	2,000	5,312	868
Hartford St	Annapolis Ave, N to Stevens St, E	2U	1.11	12,240	1,800	13,525	1,989
Kensington Ave	SR 44, W to Reehill St, E	2U	0.43	12,240	3,200	5,300	1,386
Leisure Blvd	Whippoorwill St, W to CR 491, S	2U	0.30	12,240	2,200	3,684	662
Longfellow St	US 19, S to Valencia Dr, S	2U	1.02	12,240	1,900	12,460	1,934
Miss Maggie Dr	US 19, S to Halo Point, S	2U	1.56	6,935	1,900	10,846	2,972
Mustang Blvd	CR 491, N to Axelwood Dr, W	2U	0.70	12,096	4,687	8,467	3,281
Mustang Blvd	Axelwood Dr, W to Elkcam Blvd, N	2U	0.55	6,048	3,800	3,314	2,082
Mustang Blvd	Elkcam Blvd, N to Bonanza Dr, W	2U	1.21	6,048	1,873	7,294	2,258
Mustang Blvd	Bonanza Dr, W to Pine Ridge, W	2U	1.41	6,048	1,873	8,546	2,646
Northcut Ave	CR 488, W to Riverwood Dr, W	2U	1.34	6,048	800	8,086	1,070
Oak Village Blvd	Poppy St to US 98, W	2U	1.31	12,456	1,700	16,355	2,232
Oak Village Blvd	US 98, W to CR 480, W	2U	1.18	12,240	1,950	14,468	2,305
Oaklawn St	Canary Palm Ter, S to Hardwood, S	2U	3.11	12,240	2,200	38,115	6,851
Ottawa Ave	Norway Ln, W to CR 486	2U	1.19	12,240	3,427	14,590	4,085
Ottawa Av/Quartz/Otis	SR 44 to Norway Ln, W	2U	1.61	12,240	1,347	19,755	2,173
Parsons Point Rd	US 41, N to Wheaton Pt., N	2U	1.74	6,570	3,000	11,419	5,214
Pine Ridge Blvd	CR 491, N to Elkcam Blvd, N	2D	1.95	7,560	2,808	14,734	5,473
Pine Ridge Blvd	Elkcam Blvd, N to Mock Orange Dr	2D	0.67	7,560	3,700	5,073	2,483
Pine Ridge Blvd	Mock Orange Dr to Mustang, W	2U	3.94	7,560	3,700	29,771	14,571
Pine Ridge Blvd	Mustang Blvd, W to CR 486, W	2U	1.04	7,560	6,468	7,847	6,713
River Rd	US 19, N to Caribee Point, N	2U	2.75	6,048	1,000	16,626	2,749

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Table 107. Major Road Inventory (continued)

Roadway	Segment	Lns.	Miles	Capa-city	AADT	VMC	VMT
Riverbend Dr	CR 488, N to Citrus Ave, N	2U	3.15	6,048	400	19,051	1,260
Riverhaven Dr	CR 490A, W to Tarpon Ct, W	2U	1.07	6,048	1,400	6,447	1,492
Riverwood Rd	US 19 to Basswood Ave, N	2U	0.72	6,048	300	4,330	215
Riverwood Rd	Basswood, N to Northcut Ave, N	2U	3.74	6,048	300	22,638	1,123
Roosevelt Blvd	CR 491, N to Forest Ridge Blvd, N	2U	1.74	6,570	3,000	11,419	5,214
Sandpiper Dr	Old Foral City Rd, S to Chicory, S	2U	1.75	12,240	3,300	21,408	5,772
State Park St	US 19, N to Museum Pt, N	2U	0.44	12,240	1,500	5,373	659
State Park St	Museum Pt, N to Sailboat Ave, N	2U	1.02	6,048	1,500	6,181	1,533
Steven St	Croft, St, N to Hartford St, E	2U	1.00	12,240	1,300	12,252	1,301
Tallahassee Rd	19Th St, N to Tidewater Cir, W	2U	0.79	12,240	400	9,694	317
Tallahassee Rd	Tidewater Cir, W to Yellow Oak, W	2U	0.82	12,456	400	10,264	330
Tallahassee Rd	Yellow Oak, W to Power Line St, W	2U	1.97	6,048	400	11,884	786
Subtotal, Minor Collectors			164.86			1,439,471	431,797
Total			395.65			6,475,792	2,699,422

Source: Roadway segment descriptions, lengths, lanes and capacities from Citrus County Engineering Division, March 2, 2020; annual average daily traffic (AADT) volumes based on 2019 counts from Citrus County Engineering Division and Florida Department of Transportation (where more recent counts are not available, 2012 traffic volumes from the 2014 *Citrus County Impact Fee Update*, Table 111, are used); vehicle-miles of capacity (VMC) is the product of segment length and capacity; vehicle-miles of travel (VMT) is the product of segment length and AADT.

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APPENDIX D: OUTSTANDING DEBT

The County's outstanding impact fee-related debt at the end of the last fiscal year is summarized in Table 108. Some of this debt is being retired with impact fee funds. Numbers that are used in the fee calculation chapters are highlighted in red.

Table 108. Outstanding Debt on Impact Fee Facilities

Debt Instrument	Purpose	Repaid with Impact Fees	Outstanding Balance
2010A Bonds (Refunding)	County Road 486 Project		$2,055,000
2010B Bonds	County Road 486 Project		$15,100,000
2015 Cap. Imp. Note	County Road 491 Project		$9,440,000
Subtotal, Transportation			$26,595,000
Note Payable	Floral City Library	Yes	$623,874
Sutbotal, Library			$623,874
Note Payable	Emergency Operations Ctr		$7,376,126
Subtotal, Law Enforcement			$7,376,126
Note Payable	Nature Coast HQ and Fleet Bldg.		$1,300,000
Subtotal, EMS			$1,300,000
2001A Bonds	Courthouse		$345,000
2001B Bonds	Courthouse		$520,000
2004A Bonds	Citrus Co Resource Ctr	Yes	$1,846,830
2004B Bonds	Citrus Co Resource Ctr	Yes	$1,075,440
2014A Cap. Imp. Note	Meadowcrest Office Bldg		$1,702,000
2014C Cap. Imp. Note	Meadowcrest Office Bldg		$1,162,000
Note Payable	Meadowcrest Office Bldg		$243,000
Subtotal, Public Buildings			$6,894,270
Total, Impact Fee-Related			$43,245,330

Source: Citrus County Finance Department, April 14, 2020 (balances as of September 30, 2019); EMS debt from Nature Coast EMS, June 18, 2020.

The County also has outstanding payments to make on the 2014 lease-purchase of a new 911 radio system. This project both replaced existing equipment and expanded response capacity. The growth share was estimated based on the difference between the current replacement cost of the existing system and the cost of the new system. The growth share was allocated between law enforcement, fire rescue and EMS based on the number of emergency calls in 2013. Some of the growth share has been repaid from the respective impact fee accounts. The allocation of costs is summarized in Table 109. The growth share of the cost is being repaid from law enforcement, fire rescue and EMS impact fee accounts, and some of that has been repaid. The outstanding impact fee obligations are shown in the bottom section of the table.

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Table 109. 911 System Radio Upgrade Lease-Purchase

	Amount	Percent
Total Upgrade Cost	$6,200,000	100.0%
– Growth Share of Upgrade Cost	-$676,431	10.9%
Total Existing Development Cost	$5,523,569	89.1%
Law Impact Fee Share of Growth Cost	$440,942	65.1%
Fire Impact Fee Share of Growth Cost	$51,835	7.7%
EMS Impact Fee Share of Growth Cost	$183,654	27.2%
Impact Fee/Growth Share	$676,431	100.0%
Law Share of Existing Development Cost	$3,595,843	65.1%
Fire Share of Existing Development Cost	$425,315	7.7%
EMS Share of Existing Development Cost	$1,502,411	27.2%
Total Existing Development Share	$5,523,569	100.0%
Law Share of Outstanding Growth Cost	$397,005	65.2%
Fire Share of Outstanding Growth Cost	$44,012	7.2%
EMS Share of Outstanding Growth Cost	$167,829	27.6%
Total Outstanding Growth Cost	$608,846	100.0%

Source: Citrus County Finance Department, May 12, 2020 (outstanding growth cost as of September 30, 2019).

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APPENDIX E: PARK FACILITY INVENTORY

Table 110. Park Facility Inventory, Part 1

Park Name	Total Acres	Dev. Acres	Restroom Facility	Restroom/Concess	Softball Field	Softball Field (Lit)	Basketball Court	Basketball Crt (Lit)	Basketball Half-Crt	Multi-Purpose Field	Multi-Purp Fld (lit)	Multi-Purp Crt (lit)	Racquetball Crt (lit)	Racquetball Court	Tennis Court (lit)	Baseball Field (lit)	Baseball Field	Sand Volleyball Crt	Grass Volleyball Crt
Bicentennial Park	121.80	43.00	2	2		3			1	1		1	3		4	4		2	
Central Ridge District Park	130.00	50.00		2		1				3						3			
Fort Island Gulf Beach	15.00	9.00	1															1	
Subtotal, District Parks	266.80	102.00	3	4	0	4	0	0	1	4	0	1	3	0	4	7	0	3	0
Beverly Hills Comm. Park	19.00	19.00	2		1		1			1									
Floral Park	38.84	38.84	2		1			1						2	2				2
Fort Island Trail Park	15.20	8.75	2															1	
Holden Community Park	41.00	24.50		1			1		1								1		
Homosassa Area Rec. Park	38.72	38.72		2					1		2				2	1			
Lecanto Community Park	20.00	16.00	1		1			2		2				2	2				
Subtotal, Community	172.76	145.81	7	3	3	0	2	3	2	3	2	0	0	4	6	1	1	1	2
Alexander Family Park	0.50	0.25						1											
Bluebird Springs	6.25	2.11	1															1	
Central Ridge Comm. Park	30.89	10.00		1											2				
Citronelle Park	17.66	9.00	1				1												
Citrus Springs Tennis Courts	6.58	1.07													2				
Eagleton Park	2.15	2.15																	
Eden Park	5.50	5.50																	
Eugene Martin Park	5.66	4.07	1		1		1												
Fire Station Park	6.92	6.92	1																
Floral City Linear Park	0.41	0.41																	
Hernando Beach	3.75	3.25	1																1
Highland Park	1.75	1.75					1												
Keating Park	1.42	1.42																	1
Ozello Community Park	5.12	2.00																	
Ozello Park	3.36	0.84																	
Sportsman's Park	17.75	2.25																	
Trails End Park	1.02	1.02																	
Water Tower Park	4.90	4.90																	
Wesley Jones Park	5.24	5.24	1		1		1											1	
Withlapopka Playground	4.27	0.19					1												
Subtotal, Neighborhood	131.10	64.34	6	1	2	0	5	1	0	0	0	0	0	0	4	0	0	2	2
Duval Island	5.57	4.76																	
Goldendale	0.36	0.36																	
Hernando Boat Ramp	0.32	0.32																	
Mac Rae's	1.41	1.41																	
Mason Creek	0.25	0.25																	
Ozello Fishing Pier	0.12	0.12																	
Parson's Point Pier	0.22	0.22																	
Spruce	0.82	0.82																	
Turner Camp	0.50	0.50																	
Withlapopka Boat Ramp	0.36	0.36							1										
Subtotal, Piers/Boat Ramps	9.93	9.12	0	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0

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Table 110. Park Facility Inventory, Part 1 (continued)

Park Name	Total Acres	Dev. Acres	Restroom Facility	Restroom/Concess	Softball Field	Softball Field (Lit)	Basketball Court	Basketball Crt (Lit)	Basketball Half-Crt	Multi-Purpose Field	Multi-Purp Fld (lit)	Multi-Purp Crt (lit)	Racquetball Crt (lit)	Racquetball Court	Tennis Court (lit)	Baseball Field (lit)	Baseball Field	Sand Volleyball Crt	Grass Volleyball Crt
Crooked Branch Trailhead	1.50	1.50	1																
Hernando Trailhead	2.00	2.00	1																
Meadowcrest Trailhead	1.00	1.00	1																
Subtotal, Trailheads	4.50	4.50	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total, All Parks	585.09	325.77	19	8	5	4	7	4	4	7	2	1	3	4	14	8	1	6	4

Source: Citrus County Park and Recreation Department, April 1, 2020.

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Table 111. Park Facility Inventory, Part 2

Park Name	Soccer Field	Soccer Field (lit)	Bocce Courts	Lightening Detector	Bleachers, covered	Jr Olympic Pool	Playground	Playground Equip	Paved Trail (mi.)	Fitness Trail (mi.)	Picnic Pavilion	Picnic Shelter	Picnic Table	Skate Court	Skate Court (lit)	Shuffleboard Court	Horseshoe Pit	Saltwater Bch Acc	Freshwater Bch Acc	Fishing Pier	Boat Ramp	Boat Dock
Bicentennial Park				1	17	1	1				2	4	8		1							
Central Ridge District Park				1	10		1			1.00	2		6									
Fort Island Gulf Beach				1							2	6	19					1		1	1	1
Subtotal, District Parks	0	0	0	3	27	1	2	0	0.00	1.00	6	10	33	0	1	0	0	1	0	1	1	1
Beverly Hills Comm. Park			1				1		0.50			2	6	1								
Floral Park	1			1				1	1.00		2		18			6	4					
Fort Island Trail Park				1							1		9							1	2	3
Holden Community Park	5			1			1		1.00			4	14									
Homosassa Area Rec. Park	6	2		1			1			0.70			10									
Lecanto Community Park				1					0.60				5				2					
Subtotal, Community	12	2	1	5	0	0	3	1	3.10	0.70	3	6	62	1	0	6	6	0	0	1	2	3
Alexander Family Park							1				1		4				1			1		
Bluebird Springs							1				1		11									
Central Ridge Comm. Park						1			1.00		2		10			1	24					
Citronelle Park							1				1		5									
Citrus Springs Tennis Courts																						
Eagleton Park																						
Eden Park								3					3							1	1	1
Eugene Martin Park								2					5									
Fire Station Park							1	3			1		10									
Floral City Linear Park																						
Hernando Beach				1			1				1	9	13			2			1			
Highland Park							1					2	2									
Keating Park																						
Ozello Community Park													6								1	
Ozello Park																						
Sportsman's Park							1						1									
Trails End Park								2					0								1	
Water Tower Park							1						2									
Wesley Jones Park				1			1				1		9									
Withlapopka							1														1	
Subtotal, Neighborhood	0	0	0	2	0	1	10	10	1.00	0.00	8	11	81	0	0	3	25	0	1	2	4	1
Duval Island																					1	
Goldendale																					1	1
Hernando Boat Ramp																				1	2	3
Mac Rae's																					1	1
Mason Creek																					1	
Ozello Fishing Pier																				1		
Parson's Point Pier																				1		
Spruce												1	1								1	1
Turner Camp																					1	
Withlapopka Boat Ramp																					1	
Subtotal, Piers/Boat Ramps	0	0	0	0	0	0	0	0	0.00	0.00	0	1	1	0	0	0	0	0	0	3	9	6

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Table 111. Park Facility Inventory, Part 2 (continued)

Park Name	Soccer Field	Soccer Field (lit)	Bocce Courts	Lightening Detector	Bleachers, covered	Jr Olympic Pool	Playground	Playground Equip	Paved Trail (mi.)	Fitness Trail (mi.)	Picnic Pavilion	Picnic Shelter	Picnic Table	Skate Court	Skate Court (lit)	Shuffleboard Court	Horseshoe Pit	Saltwater Bch Acc	Freshwater Bch Acc	Fishing Pier	Boat Ramp	Boat Dock
Crooked Branch Trailhead											1		3									
Hernando Trailhead											1		10									
Meadowcrest Trailhead											1		4									
Subtotal, Trailheads	0	0	0	0	0	0	0	0	0.00	0.00	3	0	17	0	0	0	0	0	0	0	0	0
Total, All Parks	12	2	1	10	27	2	15	11	4.10	1.70	20	28	194	1	1	9	31	1	1	7	16	11

Source: Citrus County Park and Recreation Department, April 1, 2020.

Attachment: citrusIVstudy-final2 (12582 : Set date for Impact Fee Update Public Hearing)

APPENDIX F: TRAVEL DEMAND, LOW-INCOME UNITS

Table 112. Daily VMT for Low-Income Single-Family Households by Annual Income

Household Income	Daily VMT	Households	VMT/ Unit
Less than $10,000	114,128,122	8,607,121	13.26
$10,000 to $14,999	146,739,084	6,900,342	21.27
$15,000 to $24,999	393,162,906	11,201,728	35.10
$25,000 to $34,999	368,277,522	11,471,088	32.10
$35,000 to $49,999	633,483,104	14,168,851	44.71
$50,000 to $74,999	909,867,363	18,952,935	48.01
$75,000 to $99,999	813,861,401	14,091,481	57.76
$100,000 to $124,999	695,004,634	10,749,179	64.66
$125,000 to $149,999	380,045,985	6,131,339	61.98
$150,000 to $199,999	371,303,228	5,976,166	62.13
$200,000 or more	395,616,465	6,304,255	62.75
All Households	5,221,489,813	114,554,484	45.58
Low-Income HHs (< $44,160)*	1,409,180,441	46,833,300	30.09
÷ All Households	5,221,489,813	114,554,484	45.58
Low-Income Household Daily VMT Relative to All Households			66.0%
x Single-Family Detached Daily VMT, Citrus County			36.11
Low-Income Single-Family Detached Daily VMT, Citrus County			23.83

* $44,160 is 80% of the national median household income from the 2017 American Housing Survey, numbers based on the sum of the less than $35,000 categories plus the interpolated share to $44,160 of the $35,000-$49,999 category

Source: Daily vehicle-miles of travel (VMT) and number of households from 2017 *National Household Travel Survey*, weighted microdata sample files for households in single-family detached units; VMT/unit is daily VMT divided by households; Citrus County VMT per single-family unit from Table 10.

Attachment: citrusIVstudy-final2 (12582 : Set date for Impact Fee Update Public Hearing)

APPENDIX G: IMPACT FEE SURVEY

The County's current and updated impact fees are compared with current fees charged by the 31 other Florida counties that charge impact fees. The Florida county average fees shown in the following tables exclude Citrus County.

Table 113. Impact Fees per Single-Family Unit, Florida Counties

County	Roads	Schools	Parks	Library	Fire/ EMS	Law/ Jail	Gen. Gov't	Other	Total
Alachua	$5,372		$252		$152				$5,776
Brevard	$4,353	$5,097		$64	$93	$72		$160	$9,839
Broward	$3,842	$6,888	$499						$11,229
Charlotte	$3,025		$393	$81	$286	$250	$374		$4,409
Clay	$3,461	$7,034							$10,495
Collier	$7,444	$8,790	$3,628	$336	$1,257	$1,086	$934		$23,475
Flagler		$3,600	$268						$3,868
Hernando	$1,269	$2,133	$411	$107	$235	$93	$466		$4,714
Hillsborough	$7,377	$8,227	$354		$335				$16,293
Indian River	$4,248	$1,702	$1,343		$314	$436	$370		$8,413
Lake	$2,706	$9,324	$222	$191	$390				$12,833
Lee (at 55%)	$5,498	$3,016	$850		$821				$10,185
Levy	$1,410		$150		$53				$1,613
Manatee	$6,891	$6,127	$1,298	$287	$289	$536		$134	$15,562
Marion (20%)	$1,397								$1,397
Martin	$2,815	$5,567	$1,972	$527	$599	$760	$646		$12,886
Miami-Dade	$9,206	$2,448	$3,129		$433	$565			$15,781
Monroe	$633		$340	$242	$105	$150		$64	$1,534
Nassau		$5,431	$583		$166	$76	$876		$7,132
Okaloosa	$988		$479	$160		$23			$1,650
Orange	$3,761	$8,784	$1,601		$325	$486			$14,957
Osceola	$4,585	$11,823	$924		$165				$17,497
Palm Beach	$6,027	$1,866	$860	$201		$128	$184		$9,266
Pasco	$8,570	$7,728	$892	$145	$172	$248	$65	$392	$18,212
Pinellas	$2,066								$2,066
Polk	$2,380	$6,598	$417	$169	$358	$503			$10,425
St Johns	$8,640	$4,855	$1,383		$598	$321	$687		$16,484
St Lucie	$5,068	$6,529	$1,643	$266	$642	$236	$351		$14,735
Sarasota	$4,734	$2,032	$2,719	$683	$452	$1,290	$623		$12,533
Seminole	$1,271	$9,000		$54	$172				$10,497
Sumter	$2,600				$397				$2,997
Volusia	$4,034	$3,000	$203	$250	$300		$358		$8,145
Average	$4,189	$5,733	$1,031	$235	$364	$403	$495	$188	$9,903
Citrus (current)	$1,697	$1,261	$675	$268	$391	$267	$250		$4,809
Citrus (updated)	$1,932	$2,059	$661	$308	$350	$571	$298		$6,179

Notes: Fees are for a 2,000 sq. ft., 3-bedroom, single-family detached unit
Source: Current and updated Citrus County fees (with roads and schools at 50%) from Table 1 and Table 4; other fees from Duncan Associates survey.

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Table 114. Impact Fees per Multi-Family Unit, Florida Counties

County	Roads	Schools	Parks	Library	Fire/ EMS	Law/ Jail	Gen. Gov't	Other	Total
Alachua	$2,686		$126		$76				$2,888
Brevard	$2,677	$1,941		$38	$81	$63		$120	$4,920
Broward	$3,842	$4,393	$390						$8,625
Charlotte	$1,956		$208	$43	$152	$132	$198		$2,689
Clay	$2,242	$3,236							$5,478
Collier	$5,542	$2,844	$1,685	$160	$700	$549	$444		$11,924
Flagler		$931	$268						$1,199
Hernando	$822	$1,680	$311	$81	$177	$70	$352		$3,493
Hillsborough	$4,780	$2,793	$230		$249				$8,052
Indian River	$2,742	$668	$767		$181	$249	$209		$4,816
Lake	$1,240	$8,045	$171	$146	$244				$9,846
Lee (at 55%)	$4,263	$1,168	$639		$624				$6,694
Levy	$870		$124		$53				$1,047
Manatee	$2,577	$3,502	$484	$107	$108	$200		$50	$7,028
Marion (20%)	$903								$903
Martin	$2,293	$5,355	$1,377	$495	$286	$363	$469		$10,638
Miami-Dade	$6,464	$1,530	$1,902		$433	$565			$10,894
Monroe	$430		$340	$242	$105	$150		$64	$1,331
Nassau		$5,431	$524		$149	$69	$788		$6,961
Okaloosa	$705		$335	$112		$16			$1,168
Orange	$2,435	$5,919	$1,083		$223	$188			$9,848
Osceola	$3,203	$11,362	$679		$165				$15,409
Palm Beach	$4,008	$1,593	$734	$154		$58	$141		$6,688
Pasco	$5,845	$4,533	$892	$145	$172	$248	$65	$392	$12,292
Pinellas	$1,420								$1,420
Polk	$1,564	$4,418	$309	$125	$265	$372			$7,053
St Johns	$6,725	$2,697	$1,077		$367	$250	$535		$11,651
St Lucie	$3,695	$3,339	$1,466	$185	$419	$164	$315		$9,583
Sarasota	$3,116	$474	$2,137	$537	$357	$1,016	$623		$8,260
Seminole	$849	$7,100		$54	$172				$8,175
Sumter	$1,779				$397				$2,176
Volusia	$2,410	$3,000	$250		$300		$358		$6,318
Average	$2,803	$3,665	$712	$175	$258	$262	$375	$157	$6,546
Citrus (current)	$1,038	$1,295	$479	$190	$276	$189	$177		$3,644
Citrus (updated)	$728	$1,035	$509	$237	$221	$48	$438		$3,216

Note: Fees are for a 1,000 sq. ft., 2-bedroom, multi-family unit
Source: Current and updated Citrus County fees (with roads and schools at 50%) from Table 1 and Table 4; other fees from Duncan Associates survey.

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Table 115. Impact Fees per 1,000 Sq. Ft. of Retail, Florida Counties

County	Roads	Fire/ EMS	Law/ Jail	Gen. Gov't	Other	Total
Alachua	$8,974	$76				$9,050
Brevard		$132	$100			$232
Broward	$15,813					$15,813
Charlotte	$4,803	$403	$373	$559		$6,138
Clay	$5,193					$5,193
Collier	$15,425	$260	$1,443	$1,275		$18,403
Flagler						
Hernando	$1,884	$354	$131	$651		$3,020
Hillsborough	$7,877	$313				$8,190
Indian River	$2,862	$477	$650	$296		$4,285
Lake	$3,080	$1,301				$4,381
Lee (at 55%)	$6,312	$879				$7,191
Levy	$1,710	$80				$1,790
Manatee	$11,737	$134	$532		$68	$12,471
Marion (11%)	$1,014					$1,014
Martin	$5,183	$319	$742	$551		$6,795
Miami-Dade	$19,524	$463	$392			$20,379
Monroe	$1,168	$64	$112		$2,054	$3,398
Nassau		$200	$93	$1,057		$1,350
Okaloosa	$1,215		$48			$1,263
Orange	$5,246	$295	$762			$6,303
Osceola	$11,795	$300				$12,095
Palm Beach	$8,138		$57	$268		$8,463
Pasco	$7,051	$62				$7,113
Pinellas	$3,627					$3,627
Polk	$3,536	$366	$513			$4,415
St Johns	$4,320	$101	$528	$1,130		$6,079
St Lucie	$5,614	$516	$313	$527		$6,970
Sarasota	$7,162	$592	$1,687	$815		$10,256
Seminole	$4,496	$160				$4,656
Sumter	$3,637	$510				$4,147
Volusia	$6,390					$6,390
Average	$6,372	$348	$499	$713	$1,061	$6,802
Citrus (current)	$1,248	$471	$322	$302		$2,343
Citrus (updated)	$1,160	$442	$721	$377		$2,700

Note: Fees are per 1,000 sq. ft. for a 100,001 sq. ft., retail center
Source: Current and updated Citrus County fees (with roads and schools at 50%) from Table 1 and Table 4; other fees from Duncan Associates survey.

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Table 116. Impact Fees per 1,000 Sq. Ft. of Office, Florida Counties

County	Roads	Fire/ EMS	Law/ Jail	Gen. Gov't	Other	Total
Alachua	$4,275	$76				$4,351
Brevard		$44	$34			$78
Broward	$4,081					$4,081
Charlotte	$3,062	$192	$178	$266		$3,698
Clay	$2,700					$2,700
Collier	$8,689	$205	$543	$526		$9,963
Flagler						
Hernando	$1,284	$182	$67	$335		$1,868
Hillsborough	$7,477	$158				$7,635
Indian River	$4,321	$229	$312	$142		$5,004
Lake	$2,623	$1,301				$3,924
Lee (at 55%)	$4,188	$427				$4,615
Levy	$1,481	$80				$1,561
Manatee	$4,594	$159	$208		$80	$5,041
Marion (11%)	$676					$676
Martin	$2,277	$80	$273	$314		$2,944
Miami-Dade	$10,906	$344	$392			$11,642
Monroe	$684	$64	$112		$2,054	$2,914
Nassau		$107	$49	$566		$722
Okaloosa	$974		$25			$999
Orange	$3,905	$259	$257			$4,421
Osceola	$4,623	$90				$4,713
Palm Beach	$2,412		$10	$148		$2,570
Pasco	$851	$62				$913
Pinellas	$2,767					$2,767
Polk	$2,356	$229	$322			$2,907
St Johns	$2,528	$141	$219	$469		$3,357
St Lucie	$2,907	$643	$180	$311		$4,041
Sarasota	$4,327	$340	$1,985	$467		$7,119
Seminole	$2,320	$72				$2,392
Sumter	$3,269	$120				$3,389
Volusia	$3,970					$3,970
Average	$3,466	$233	$304	$354	$1,067	$3,773
Citrus (current)	$1,687	$222	$152	$142		$2,203
Citrus (updated)	$1,184	$210	$343	$179		$1,916

Note: Fees are per 1,000 sq. ft. for a 100,001 sq. ft., general office building
Source: Current and updated Citrus County fees (with roads and schools at 50%) from Table 1 and Table 4; other fees from Duncan Associates survey.

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Table 117. Impact Fees per 1,000 Sq. Ft. of Industrial, Florida Counties

County	Roads	Fire/ EMS	Law/ Jail	Gen. Gov't	Other	Total
Alachua	$2,857	$76				$2,933
Brevard		$44	$34			$78
Broward	$1,529					$1,529
Charlotte	$1,922	$131	$121	$182		$2,356
Clay	$1,205					$1,205
Collier	$5,700	$150	$405	$359		$6,614
Flagler						
Hernando	$806	$92	$34	$168		$1,100
Hillsborough	$4,129	$57				$4,186
Indian River	$663	$101	$137	$61		$962
Lake	$1,505	$104				$1,609
Lee (at 55%)	$1,859	$156				$2,015
Levy	$640	$80				$720
Manatee	$2,903	$111	$131		$56	$3,201
Marion (11%)	$428					$428
Martin	$1,045	$12	$135	$155		$1,347
Miami-Dade	$6,772	$1,401	$392			$8,565
Monroe	$406	$64	$19		$2,054	$2,543
Nassau		$48	$22	$253		$323
Okaloosa	$616		$6			$622
Orange	$2,088	$80	$142			$2,310
Osceola	$2,024	$50				$2,074
Palm Beach	$1,260		$6	$61		$1,327
Pasco	$1,000	$62				$1,062
Pinellas	$1,414					$1,414
Polk	$855	$97	$135			$1,087
St Johns	$1,415	$14	$90	$194		$1,713
St Lucie	$863	$73	$52	$71		$1,059
Sarasota	$1,984	$92	$262	$126		$2,464
Seminole	$944	$6				$950
Sumter	$1,584	$90				$1,674
Volusia	$2,020					$2,020
Average	$1,808	$133	$125	$163	$1,055	$1,984
Citrus (current)	$584	$84	$58	$54		$780
Citrus (updated)	$429	$91	$148	$77		$745

Note: Fees are per 1,000 sq. ft. for an industrial development
Source: Current and updated Citrus County fees (with roads and schools at 50%) from Table 1 and Table 4; other fees from Duncan Associates survey.

Attachment: citrusIVstudy-final2 (12582 : Set date for Impact Fee Update Public Hearing)

ORDINANCE NO. 20__-_____

AN ORDINANCE OF CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AMENDING THE FEE SCHEDULE OF CHAPTER 54 OF THE CITRUS COUNTY CODE, ALSO KNOWN AS THE CITRUS COUNTY IMPACT FEE ORDINANCE, FOR TRANSPORTATION, SCHOOLS, PARKS, LIBRARY, FIRE, EMERGENCY MEDICAL SERVICES (EMS), LAW, AND PUBLIC BUILDINGS; PROVIDING FOR SHORT TITLE, AUTHORITY, APPLICABILITY, AND ADOPTION OF TECHNICAL REPORT; PROVIDING FOR DEFINITIONS AND RULES OF CONSTRUCTION; PROVIDING FOR FEE TO BE IMPOSED; PROVIDING FOR INDIVIDUAL ASSESSMENT; PROVIDING FOR LIBERAL CONSTRUCTION, SEVERABILITY, AND PENALTY; CONFLICTS OF LAW; CODIFICATION, INCLUSION IN CODE, AND SCRIVENER'S ERRORS; MODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Citrus County, has determined that future growth and new development that creates the need for and benefits from the provision of new County Facilities should contribute its fair share of the costs of providing such facilities; and

WHEREAS, the Board of County Commissioners of Citrus County has studied the necessity for and implications of updating current impact fees for County Facilities, and recently retained a qualified consultant to prepare an impact fee study (hereinafter the "Technical Report"); and

WHEREAS, the Technical Report sets forth reasonable methodologies for determining the impact of new development, or "Impact-Generating Land Development," on capital transportation, schools, parks, library, fire, emergency medical services, law, and public building facilities; and

WHEREAS, the Board of County Commissioners of Citrus County has determined that the impact fees calculated in the Technical Report are based on the most recent and localized data; and

WHEREAS, the Technical Report and the impact fees established in the report reflect the proportionate demand created by the new Impact-Generating Land Development for additional capital transportation, schools, parks, library, fire, emergency medical services, law, and public building facilities; and

WHEREAS, the Board of County Commissioners of Citrus County has determined that a nexus exists between new Impact-Generating Land Development and the need for additional capital transportation, schools, parks, library, fire, emergency medical services, law, and public building facilities; and

WHEREAS, this ordinance includes provisions for use of impact fee funds for capital transportation facilities for multi-modal improvements undertaken to accommodate and which will substantially benefit additional vehicular, pedestrian and bicycle traffic resulting from new Impact-Generating Land Development; and

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WHEREAS, the County provided notice on the ____ day of _____, 20__, prior to the effective date of this Ordinance; and

WHEREAS, an updated impact fee schedule based on the Technical Report requires new Impact-Generating Land Development to contribute its fair share of the capital facility costs for new users and is consistent with the Citrus County Comprehensive Plan;

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Citrus County, Florida, as follows:

SECTION 1. Amendment to Code of Ordinances, Section 54-01 of Part II, Chapter 54, Impact Fees, of the Citrus County Code of Ordinances is hereby deleted.

~~**Sec. 54-01. - Temporary suspension of impact fees**.~~

~~The imposition of impact fees as outlined in this chapter shall be temporarily suspended for all residential and nonresidential building permits for which an application has been date-stamped received on or after February 1, 2015, for the law enforcement, park, EMS and public building components. These components will be reinstated on the effective date of this ordinance [from which this section derived].~~

SECTION 2. Amendment to Code of Ordinances. Section 54-1, of the Citrus County Code of Ordinances is hereby amended to read as follows.

Sec. 54-1. - Short title, authority, applicability, and adoption of technical report.

(a) *Short title.* This chapter shall be known and may be cited as the "Citrus County Impact Fee Ordinance."

(b) *Authorization.* The board of county commissioners of Citrus County has the authority to adopt this chapter pursuant to Article VIII of the Florida Constitution and F.S. ch. 125 and F.S. §§ 163.31801, 163.3201, 163.3202 and 380.06(16).

(c) *Applicability.* This chapter shall apply to the unincorporated area of Citrus County, and to the incorporated area of Citrus County to the extent authorized by the Florida Constitution, Article VIII, Section 1(f) and as specifically provided herein.

(1) *Incorporation of technical report.* The board of county commissioners of Citrus County has reviewed and accepted, and incorporates into this chapter by reference, the report prepared by Duncan Associates, titled "Citrus County, Florida Impact Fee Update" and dated ~~June 2014~~ <u>September 2020</u> (hereinafter the "Technical Report"), which establishes the need for and appropriate amount of impact fees for capital transportation, park, school, fire, emergency medical services (EMS), law enforcement, library, and public building facilities, necessary to serve new development.

The technical report is hereby adopted, including particularly the assumptions, conclusions and findings in such study as to the allocation of anticipated costs of capital improvements and additions to the county facilities between those costs required to accommodate existing development and those costs required by new growth.

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SECTION 3. Amendment to Code of Ordinances, Section 54-3(a) of the Citrus County Code of Ordinances is hereby amended to read as follows.

Sec. 54-3. - Definitions and rules of construction.

(a) *Definitions.* For the purposes of this chapter, the following terms shall have the following meanings:

(1) *Access improvements* means improvements primarily designed to insure safe and adequate ingress and egress to the site of a proposed development. The term "access improvements" includes, but is not limited to, acceleration, deceleration and turn lanes, traffic signals and signs and any transportation capital facility which does not increase transportation system capacity.

(2) *Board* means the board of county commissioners of Citrus County, Florida.

(3) *Building permit* means that development permit issued by the Citrus County Division of Building, or the City of Inverness or the City of Crystal River, whichever is appropriate, before any building or construction activity can be initiated on a parcel of land.

(4) *Capital EMS facilities* means capital improvements, including, land improvements, buildings, and equipment related to the provision of emergency medical services (EMS) to new impact-generating development and having a useful life of at least five years and a cost of at least $5,000.00.

(5) *Capital fire facilities* mean capital improvements, including, land improvements, buildings, and equipment related to the provision of fire protection services to new impact-generating development and having a useful life of at least five years and a cost of at least $5,000.00.

(6) *Capital law enforcement facilities* means capital improvements, including, land improvements, buildings, and equipment related to the provision of law enforcement services to new impact-generating development and having a useful life of at least five years and a cost of at least $5,000.00.

(7) *Capital library facilities* means capital improvements, including land, land improvements, buildings, library volumes, equipment, or other capacity-adding capital improvements having a useful life of at least five years and a cost of at least $5,000.00 necessary for the provision of library services to new impact-generating land development.

(8) *Capital park facilities* means capital improvements, including land, land improvements, buildings, and equipment having a useful life of at least five years and a cost of at least $5,000.00 necessary for the provision of park and recreation services to new impact-generating development.

(9) *Capital public building facilities* mean capital improvements, including land, land improvements, equipment, buildings or other capacity-adding capital improvements with a cost of at least $50,000.00, which are necessary for the provision of public services to new impact-generating land development.

(10) *Capital transportation facilities* means capacity-expanding capital improvements to the major road system as well as pedestrian improvements, bikeways and trails along major roadways or on off-road alignments that provide comparable connectivity, including the transportation planning, preliminary engineering, engineering design studies, land surveys, alignment studies, right-of-way acquisition, engineering, permitting, and construction of all necessary features for improvements undertaken to accommodate and which will substantially benefit additional vehicular, pedestrian and bicycle traffic resulting from new impact-generating land development.

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These include but are not limited to:

a. Construction of new through lanes,
b. Construction of new bridges,
c. Construction of new drainage facilities in conjunction with new road construction,
d. Purchase and installation of traffic signals, including new and upgraded signalization,
e. Construction of curbs, gutters, medians and shoulders,
f. Relocating utilities to accommodate new road construction,
g. The construction and reconstruction of intersections,
h. The widening of existing roads,
i. Acceleration and deceleration lanes,
j. Interchanges,
k. Traffic control devices,
l. Sidewalks,
m. Bikeways, and
n. Trails.

Capital transportation facilities have a total cost of at least $50,000.00 and do not include maintenance as defined in F.S. §§ 334.03(19) or (24).

(11) *Capital school facilities* mean capital improvements, including land, buildings, vehicles, equipment, or other capacity-adding capital improvement having a useful life of at least five years and a cost of at least $5,000.00 necessary for the provision of educational services to new impact-generating land development.

(12) *Certificate of occupancy* means that development permit issued by the Citrus County Division of Building, or the City of Inverness or the City of Crystal River, after completion of the final inspection for building or construction activity as required pursuant to the Florida Building Code or other laws that are enforced by the department of building safety.

(13) *Commencement of impact-generating land development* occurs upon any of the following events, whether in unincorporated Citrus County or within a participating city, as provided in section 54-7 of this chapter:

a. The approval of a development of regional impact.
b. The issuance of any permit to authorize building or construction of any kind on the property.
c. The issuance of any certificate of occupancy.

(14) *County facilities* mean the capital facilities for which impact fees are imposed pursuant to this chapter.

(15) *Existing impact-generating land development* means the most intense use of land since December 9, 1986.

(16) *Expansion of the capacity of a road* includes any widening, intersection improvement or other capital improvement which results in an increase of the existing road's capacity.

(17) *Fee payer* means a person commencing impact-generating land development who is obligated to pay an impact fee in accordance with the terms of this chapter.

(18) *Housing for older persons* means a dwelling unit in a subdivision, mobile home or manufactured housing park, or multifamily structure operated as a community for older persons in compliance with the terms and provisions of the Federal Fair Housing Act, Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 and the Housing for Older Persons Act of 1995, 42 U.S.C., §§ 3601 through 3619, that also prohibits persons under the age of 18 from residing within the dwelling units on the property as a permanent resident, as evidenced by a recorded declaration of covenants and restrictions that run with the land and are

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not subject to revocation or amendment for a period of at least 30 years from the date of recording.

(19) *Gross floor area* means the total area of all floors of a building as measured to the outside surfaces of exterior walls and including, but not limited to, halls, stairways, and elevator shafts. Parking garages are excluded from the definition of gross floor area.

(20) *Impact-generating land development* is land development designed or intended to permit a use of the land which will contain more dwelling units or floor space than the then existing use of the land in a manner that increases the generation of vehicular traffic or the demand on county facilities. The type of proposed impact-generating land development shall be based on the proposed use of the land.

(21) *Land* shall have the same meaning as set forth in F.S. § 380.031 (7).

(22) *Low Income* shall mean homes with less than 1500 square feet of living area (site built, mobile home, modular, etc.) and owner occupied housing being at or below low income (80% of median income, adjusted for family size as defined by the U .S. Department of Housing and Urban Development) and a residential building or structure of any size owned and operated by a 501(c)(3) entity, housing, non-school age individuals who have a developmental disability as defined in 393.063, Fla. Statute, as amended from time to time.

(23) *Major road system* means all existing and planned state, county, and city arterials and major collector roads within Citrus County, including those roads within the incorporated areas of the county.

(24) *Person* means an individual, corporation, governmental agency, business trust, estate, trust, partnership, association, two or more persons having a joint or common interest, or any other entity.

(25) *Road* shall have the same meaning as set forth in F.S. § 334.03(22).

(26) Land use categories listed in the impact fee schedule are defined as follows for the purpose of classifying proposed developments:

Single-family detached means the use of a lot primarily for a dwelling unit that is not attached to any other dwelling unit, including a mobile home not located in a mobile home park, provided that the lot and structure may contain an accessory dwelling unit as allowed by the Land Development Code. An accessory dwelling unit on a lot primarily used for a single-family detached unit shall be assessed as a multi-family unit.

Single-family, age-restricted means a single-family detached unit that meets the definition of housing for older persons set forth in this section.

Accessory dwelling unit means an ancillary or secondary living unit that has a separate kitchen, bathroom, and sleeping area existing either within the same structure, or the same lot, as the primary dwelling unit.

Multi-family means a building that contains two or more dwelling units.

Multi-family, age-restricted means a multi-family dwelling that meets the definition of housing for older persons set forth in this section.

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Mobile home park means a parcel (or portion thereof) or abutting parcels of land designed, used or intended to be used to accommodate two or more occupied mobile homes, with necessary utilities, vehicular pathways, and concrete pads.

RV park means a parcel (or portion thereof) or abutting parcels of land designed, used or intended to be used to accommodate two or more occupied recreational vehicles, with necessary utilities, vehicular pathways, and concrete pads or vehicle stands.

Hotel/motel means a building or group of buildings on the same parcels and under single control, consisting of sleeping rooms kept, used, maintained or advertised as, or held out to the public to be, a place where sleeping accommodations are supplied for pay to transient guests or tenants. Restaurants and meeting rooms suitable for conventions, weddings, dining or similar activities shall be assessed separately based on the square footage of such spaces at the retail/commercial rate.

Retail/commercial means establishments engaged in the selling or rental of goods, services or entertainment to the general public. Such uses include, but are not limited to, amusement parks, automobile sales and service, banks, bowling alleys, barber shops, building material and lumber stores, car washes, convenience stores, dance studios, discount stores, funeral homes, furniture stores, health clubs, golf courses and driving ranges, hardware and paint stores, home improvement stores, marinas, miniature golf courses, movie theaters, pharmacies, restaurants, shopping centers, supermarkets, tire stores and vocational or technical schools. Any land use within a shopping center shall be considered a retail/commercial use.

Office means a building not located in a shopping center and exclusively containing establishments providing executive, management, administrative or professional services, and which may include ancillary services for office workers, such as a restaurant, coffee shop, newspaper or candy stand, or childcare facilities. Typical uses include real estate, insurance, property management, investment, employment, travel, advertising, secretarial, data processing, photocopy and reproduction, telephone answering, telephone marketing, music, radio and television recording and broadcasting studios; professional or consulting services in the fields of law, architecture, design, engineering, accounting and similar professions; interior decorating consulting services; medical and dental offices and clinics, including veterinarian clinics; and business offices of private companies, utility companies, trade associations, unions and nonprofit organizations.

Public/institutional means a governmental, quasi-public, institutional or nonprofit recreational use, not located in a shopping center. Typical uses include elementary, secondary or higher educational establishments, day care centers, hospitals, mental institutions, nursing homes, assisted living facilities, fire stations, city halls, county court houses, post offices, jails, libraries, museums, places of religious worship, military bases, airports, bus stations, fraternal lodges, parks and playgrounds.

Industrial means a facility primarily intended for the production or assembly of goods, processing of foods, mining of raw materials, or similar activities. Typical uses include factories, welding shops, wholesale bakeries, and water and wastewater treatment plants.

Warehouse means an establishment primarily engaged in the display, storage and sale of goods to other firms for resale, as well as activities involving significant movement and storage of products or equipment. Typical uses include wholesale distributors, storage warehouses, moving and storage firms, trucking and shipping operations and major mail processing centers.

Mini-warehouse means an enclosed storage facility containing independent, fully enclosed bays that are leased to persons for storage of their household goods or personal property.

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SECTION 4. Amendment to Code of Ordinances, Section 54-4 of Part II, Chapter 54, Impact Fees, of the Citrus County Code of Ordinances is hereby amended to read as follows.

Sec. 54-4. - Fee to be imposed.

(a) *Fee obligation, determination, and payment.*

(1) *General.* After the effective date of this chapter, any person or governmental body commencing impact-generating land development, except those exempted pursuant to subsection 54-4(a)(2), shall be obligated to pay an impact fee upon the commencement of impact-generating land development, pursuant to the fee schedule attached to this chapter as exhibit "A" and incorporated herein by reference.

The fee shall be determined and paid to the county administrator, or a designee, or the appropriate city official in the cities, at the time of issuance of a building permit or any such approval as may be required to initiate an impact-generating land development. If the building permit or other approval is for less than the entire development, the fee shall be computed separately for the amount of development covered by the permit. If the fee is exacted for impact-generating land development that increases impact because of the expansion of an existing use, the fee shall be determined by computing the difference in the fee schedule between the new impact-generating land development and the existing impact-generating land development. The obligation to pay the impact fee shall run with the land.

If the issuance of a conventional building permit for the development is not required, then an applicant shall pay the impact fee prior to the occurrence of any one of the following events, whichever occurs first:

a. The date when the first building permit has been issued for any building or structure accessory to the principal use or structure of the development; or
b. The date when the first building permit is issued for the first nonaccessory building or nonaccessory structure to be used by any part of the development; or
c. The date when a final development order, final development permit or other final authorization is issued authorizing construction of a parking facility for any portion of the development; or
d. The date when a final development order, final development permit or other final approval is issued for any part of the development in instances where no further building permit is required for that part of the development; or
e. The date when any part of the development opens for business or goes into use. Owners of all golf courses must submit to the county a certified legal description and a certified surveyor's sketch, to scale, of the course prepared by a professional engineer before the date the construction of the golf course commences.

(2) *Exemptions.* The following development shall be exempt from the terms of this chapter. An exemption shall be claimed by the fee payer at the time of application for a building permit.

a. Alterations or expansion of an existing building where no additional dwelling units are created, and no additional vehicular trips will be produced over and above that produced by the existing use, or no additional impact will be made on the demand for county facilities.
b. The construction of accessory buildings or structures which will not produce additional vehicular trips over and above that produced by the principal building or use of the land, or increase the demand for county facilities above that produced by the principal building or use of the land.
c. The replacement of a residential building or structure of the same use, provided no additional dwelling units are added as such term is defined by the Citrus County Building Code.

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d. The replacement of a nonresidential building or structure with a building of the same size and use, as long as no additional vehicular trips are added, or there is no increase in the demand for county facilities.
e. All public educational and ancillary plants constructed by a district school board or a community college district board of trustees, pursuant to F.S. § 1013.371 (1)(a).
f. Charter school facilities, pursuant to F.S. § 1002.33(18)(d).
g. Housing for older persons, as defined herein, shall be exempt from the capital school facility component of the impact fee only.
h. An addition or expansion of an existing dwelling unit, provided no additional dwelling units are created.
I, A change of use within an existing building.
j. Churches or places of worship, with or without related schools or day care centers.
k. A residential building or structure owned and operated by a 501(c)(3) entity, housing non-school age individuals who have a developmental disability as defined in 393.063(12), Florida Statute, as amended from time to time, shall be exempt from the capital school facility component of the impact fee study. If there is a change of use to the residential building or structure, then the owner shall immediately pay the capital school facility impact fee.

(3) *Payment deferral.* For commercial, industrial, or other nonresidential development, the landowner may delay payment by executing a noninterest bearing promissory note payable to the county or participating city for the amount of the fee. The promissory note shall be paid prior to the issuance of a certificate of occupancy for the impact-generating land development. If the building permit is for less than the entire development, the fee shall be computed separately for the amount of the development covered by the permit. The obligation to pay the impact fee shall run with the land. A longer term payment plan will be made available to fee payers, which will be implemented and administered through the county's administrative regulations.

(4) *Dedication of land or facilities.* Any land or facilities agreed to be dedicated to the county as a condition of development approval shall be dedicated by either easement or deed, at the discretion of the county, no later than the time at which impact fees are required to be paid under this section.

(5) *Fee agreement.* At any time prior to issuance of a building permit, the owner of property may enter into a fee agreement with the board of county commissioners providing for payment of the fee pursuant to the terms of this chapter.

(b) *Establishment of fee schedule.*

(1) *Fee schedule.* Any person who shall initiate any new impact-generating land development, except those exempted pursuant to subsection 54-4(a)(2), exemptions, or those preparing an individual assessment pursuant to section 54-5, individual assessment, shall pay an impact fee as determined by the revised fee schedule attached to this chapter as exhibit "A" and incorporated herein by reference.

(2) *Fee computation.*
a. If a building permit is requested for mixed uses, then the fee shall be determined according to the above schedule by apportioning the space committed to uses specified on the schedule.
b. If the type of impact-generating land development for which a building permit is requested is not specified on the fee schedule, the county administrator or designee shall determine the fee on the basis of the fee applicable to the most nearly comparable type of land use on the fee schedule, or if there is not a comparable land use, conduct an individual assessment pursuant to section 54-5, individual assessment.

(3) *Five-year review.* At least once every five years, the county administrator or a designee, after consultation with the Citrus County School Superintendent on school fees, and all other

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appropriate providers of county facilities, shall recommend to the board of county commissioners whether any changes should be made to the impact fee schedule to reflect changes in the factors that affect the fee schedule. The purpose of this review is to analyze the effects of inflation on the actual costs of facilities, to assess potential changes in needs, to assess any changes in the characteristics of land uses, and to ensure that the fee charged new impact-generating land development will not exceed its pro rata share for the reasonably anticipated expansion costs of facilities necessitated by its presence.

***SECTION 5**. Amendment to Code of Ordinances, Section 54-5(c) of Part II, Chapter 54, Impact Fees, of the Citrus County Code of Ordinances is hereby amended to read as follows*

Sec. 54-5. - Individual assessment.

(c) Individual assessment standards. The individual assessments shall be in accordance with the following standards:

(1) Capital transportation facilities. The individual assessment for the transportation component shall be in accordance with the following standards:

a. The individual assessment shall be calculated in a manner consistent with the formulas and methodology used in the technical report.

b. The fee calculations shall be based on data, information or assumptions contained in this chapter or independent sources, provided that:

1. The source is an accepted standard source of transportation engineering or planning data or information; or

2. The independent source is a local study carried out by a qualified traffic planner or engineer pursuant to an accepted methodology of transportation planning or engineering.

3. The county administrator or a designee or a city official (whichever is appropriate), will approve the methodology in writing prior to the applicant undertaking the individual assessment study.

c. The trip rate, trip length and percent new trips used in the individual assessment shall be based on actual surveys conducted in Citrus County. In the absence of like impact-generating land development activity in Citrus County, the county administrator or a designee or a city official (whichever is appropriate) may allow the applicant undertaking the individual assessment study using a like impact-generating land development activity in an area outside of Citrus County, provided that the proposed study site has similar demographic characteristics as the location in Citrus County. For the purposes of this analysis, the percent new trips figure shall be the percentage of trips that a proposed use will generate that constitutes new or additional trips not already on the major road system.

(2) County facilities other than capital transportation facilities. The individual assessment for any county facilities other than the transportation component shall determine if the proposed impact-generating land development is designed or located so that the occupants of the development will use the particular county facility more or less than that projected in the fee schedule for the same county facility. The county administrator or a designee or a city official (whichever is appropriate) will approve the methodology in writing prior to the applicant undertaking the individual assessment study.

SECTION 6. Amendment to Code of Ordinances, Section 54-7(a)(1) and (a)(2) of Part II, Chapter 54, Impact Fees, of the Citrus County Code of Ordinances is hereby amended to read as follows.

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Sec. 54-7. - Benefit districts.

(a) *Establishment.* For the purpose of further ensuring fee payers, receive sufficient benefit for fees paid, the following benefit districts are established for each component of the chapter:

(1) *Capital transportation facilities.* Five (5) transportation benefit districts are established. The boundaries of the transportation benefit districts are shown in exhibit "B", which is attached hereto and incorporated herein by reference. The transportation benefit districts are described as follows:

a. Transportation benefit district A is the area north of SR 44 west of US 41 and north of CR 486 east of US 19, west of CR 491 and west of US 41/SR45, excluding the incorporated area of Crystal River;
b. Transportation benefit district B is the area north of SR 44 east of US 41 and north of CR 486 west of US 41, east of CR 491 and east of US 41/SR 45, excluding the incorporated area of Inverness;
c. Transportation benefit district C is the area south of SR 44 west of US 19 and south of CR 486 east of US 19, and west of CR 491, excluding the incorporated area of Crystal River;
d. Transportation benefit district D is the area south of SR 44 east of US 41 and south of CR 486 west of US 41, and east of CR 491, excluding the incorporated area of Inverness;
e. Crystal River transportation benefit district is the area within the corporate limits of the city of Crystal River;

(2) *Capital park facilities.* ~~Four park benefit districts are established. The boundaries of the park benefit districts are shown in exhibit "C", which is attached hereto and incorporated herein by reference.~~ The park benefit district shall include the entirety of Citrus County. The park benefit districts do not include the incorporated areas of the municipalities.

SECTION 7. Amendment to Code of Ordinances. Section 54-6(a), of the Citrus County Code of Ordinances is hereby amended to read as follows.

Sec. 54-6. - Credits.

(a) *Capital transportation facilities.*

(1) *General.* For any credit against any transportation fee proposed to be paid, the contribution, payment, or construction may be credited in an amount equal to its full fair market value if it is for a capital transportation improvement as herein defined.

(2) *Establishment of fair market value.* Credit may be in an amount equal to the fair market value of the construction at the time of its completion, or the value of the contribution or payment at the time it is made.

(3) *Capital contribution front-ending agreement.* Citrus County may enter into a capital contribution front-ending agreement with any person who proposes to construct capital transportation facilities. To the extent that the fair market value of the construction of these capital transportation facilities exceed the obligation to pay impact fees for which a credit is provided pursuant to this section, the capital contribution front-ending agreement shall provide proportionate and fair share reimbursement linked to new growth and development's use of the capital transportation facilities constructed.

SECTION 8. LIBERAL CONSTRUCTION, SEVERABILITY, AND PENALTY

(a) Liberal construction. The provisions of this chapter shall be liberally construed to effectively carry out its purposes in the interest of the public health, safety, welfare and convenience.

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(b) Severability. If any section, phrase, sentence or portion of this chapter is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions. All ordinances or parts of ordinances in conflict with the provisions of this chapter are hereby repealed.

(c) Violation; remedies. A violation of this chapter shall be a misdemeanor punishable according to law; however, in addition to or in lieu of any criminal prosecution, Citrus County shall have the power to sue in civil court to enforce the provisions of this chapter.

SECTION 9. CONFLICT OF LAW

Whenever the requirements or provisions of this Ordinance are in conflict with the requirements or provisions of any other lawfully adopted Citrus County Ordinance or Florida Statutes, the more restrictive shall apply.

SECTION 10. CODIFICATION, INCLUSION IN CODE, AND SCRIVERNER'S ERRORS

It is the intention of the Board of County Commissioners of Citrus County, Florida, and it is hereby provided, that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of Citrus County, Florida. To this end, the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention, the word "ordinance" may be changed to "section," "article," or other appropriate designation, and typographical errors that do not affect the intent may be authorized by the County Administrator, or the County Administrator's designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Clerk of Circuit Court.

SECTION 11. MODIFICATION

It is the intent of the Board of County Commissioners that the provisions of this ordinance may be modified as a result of considerations that may arise during public hearings. Such modifications shall be incorporated in the final version of the ordinance adopted by the Board and filed by the Clerk to the Board.

SECTION 12. EFFECTIVE DATE

This Ordinance shall become effective _____,

DONE AND ADOPTED in a regular meeting of the Board of County Commissioners of Citrus County, Florida, this ____ day of _____, 20__.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

_____
ANGELA VICK, CLERK

BY:_____
Scott E. Carnahan, CHAIRMAN

APPROVED AS TO FORM FOR THE THE RELIANCE OF CITRUS COUNTY ONLY:

_____
COUNTY ATTORNEY

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Exhibit "A"
Impact Fee Schedule

~~Land Use~~	~~Unit~~	~~Roads (50%)~~	~~Schools (50%)~~	~~Parks~~	~~Library~~	~~Fire~~	~~EMS~~	~~Law~~	~~Public Bldgs~~	~~Total~~
~~Single-Family Detached~~	~~Dwelling~~	~~$1,697~~	~~$1,261~~	~~$675~~	~~$268~~	~~$350~~	~~$41~~	~~$267~~	~~$250~~	~~$4,809~~
~~Single-Family, Low-Income~~	~~Dwelling~~	~~$802~~	~~$1,045~~	~~$621~~	~~$247~~	~~$322~~	~~$37~~	~~$246~~	~~$230~~	~~$3,550~~
~~Single-Family, Age-Rest.~~	~~Dwelling~~	~~$654~~	~~n/a~~	~~$513~~	~~$204~~	~~$267~~	~~$31~~	~~$204~~	~~$191~~	~~$2,064~~
~~Multi-Family~~	~~Dwelling~~	~~$1,038~~	~~$1,295~~	~~$479~~	~~$190~~	~~$247~~	~~$29~~	~~$189~~	~~$177~~	~~$3,644~~
~~Multi-Family, Age-Rest.~~	~~Dwelling~~	~~$566~~	~~n/a~~	~~$358~~	~~$142~~	~~$185~~	~~$21~~	~~$141~~	~~$132~~	~~$1,545~~
~~Mobile Home Park~~	~~Pad/space~~	~~$614~~	~~$1,307~~	~~$675~~	~~$268~~	~~$350~~	~~$41~~	~~$267~~	~~$250~~	~~$3,772~~
~~RV Park~~	~~Pad/space~~	~~$614~~	~~n/a~~	~~n/a~~	~~n/a~~	~~$350~~	~~$41~~	~~$267~~	~~$250~~	~~$1,522~~
~~Assisted Care Facility~~	~~Dwelling~~	~~$139~~	~~n/a~~	~~n/a~~	~~n/a~~	~~$233~~	~~$27~~	~~$178~~	~~$167~~	~~$744~~
~~Hotel/Motel~~	~~Room~~	~~$743~~	~~n/a~~	~~n/a~~	~~n/a~~	~~$203~~	~~$24~~	~~$155~~	~~$145~~	~~$1,270~~
~~Retail/Commercial~~	~~1,000 sq. ft.~~	~~$1,248~~	~~n/a~~	~~n/a~~	~~n/a~~	~~$422~~	~~$49~~	~~$322~~	~~$302~~	~~$2,343~~
~~Office~~	~~1,000 sq. ft.~~	~~$1,687~~	~~n/a~~	~~n/a~~	~~n/a~~	~~$199~~	~~$23~~	~~$152~~	~~$142~~	~~$2,203~~
~~Industrial/Manufacturing~~	~~1,000 sq. ft.~~	~~$584~~	~~n/a~~	~~n/a~~	~~n/a~~	~~$75~~	~~$9~~	~~$58~~	~~$54~~	~~$780~~
~~Warehousing~~	~~1,000 sq. ft.~~	~~$544~~	~~n/a~~	~~n/a~~	~~n/a~~	~~$34~~	~~$4~~	~~$26~~	~~$24~~	~~$632~~
~~Mini Warehouse~~	~~1,000 sq. ft.~~	~~$219~~	~~n/a~~	~~n/a~~	~~n/a~~	~~$32~~	~~$4~~	~~$24~~	~~$23~~	~~$302~~
~~Public/Institutional~~	~~1,000 sq. ft.~~	~~$523~~	~~n/a~~	~~n/a~~	~~n/a~~	~~$152~~	~~$18~~	~~$116~~	~~$109~~	~~$918~~

Exhibit "A"
Impact Fee Schedule

Land Use	Unit	Transport	Schools	Parks	Library	Fire	EMS	Law Enf	Public Bldgs	To
Single-Family Detached	Dwelling	$3,864	$4,117	$661	$308	$288	$62	$571	$298	$10,1
Accessory Dwelling Unit	Dwelling	$1932	n/a	$330	$154	$144	$31	$285	$149	$3,0
Single-Family, Low-Income	Dwelling	$2,550	$3,556	$529	$246	$231	$50	$457	$239	$7,8
Single-Family, Age-Rest.	Dwelling	$1216	$0	$469	$219	$205	$44	$407	$213	$2,7
Multi-Family	Dwelling	$1,038	$1,295	$479	$190	$247	$29	$189	$177	$3,6
Multi-Family, Age-Rest.	Dwelling	$566	n/a	$358	$142	$185	$21	$141	$132	$1,5
Mobile Home Park	Pad/space	$614	$1,307	$675	$268	$350	$41	$267	$250	$3,7
RV Park	Pad/space	$614	n/a	n/a	n/a	$350	$41	$267	$250	$1,5
Assisted Care Facility	Dwelling	$139	n/a	n/a	n/a	$233	$27	$178	$167	$7
Hotel/Motel	Room	$743	n/a	n/a	n/a	$203	$24	$155	$145	$1,2
Retail/Commercial	1,000 sq. ft.	$1,248	n/a	n/a	n/a	$422	$49	$322	$302	$2,3
Office	1,000 sq. ft.	$1,687	n/a	n/a	n/a	$199	$23	$152	$142	$2,2
Industrial/Manufacturing	1,000 sq. ft.	$584	n/a	n/a	n/a	$75	$9	$58	$54	$7
Warehousing	1,000 sq. ft.	$544	n/a	n/a	n/a	$34	$4	$26	$24	$6
Mini Warehouse	1,000 sq. ft.	$219	n/a	n/a	n/a	$32	$4	$24	$23	$3
Public/Institutional	1,000 sq. ft.	$523	n/a	n/a	n/a	$152	$18	$116	$109	$9

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Exhibit "B"
CAPITAL TRANSPORTATION FACILITIES BENEFIT DISTRICT

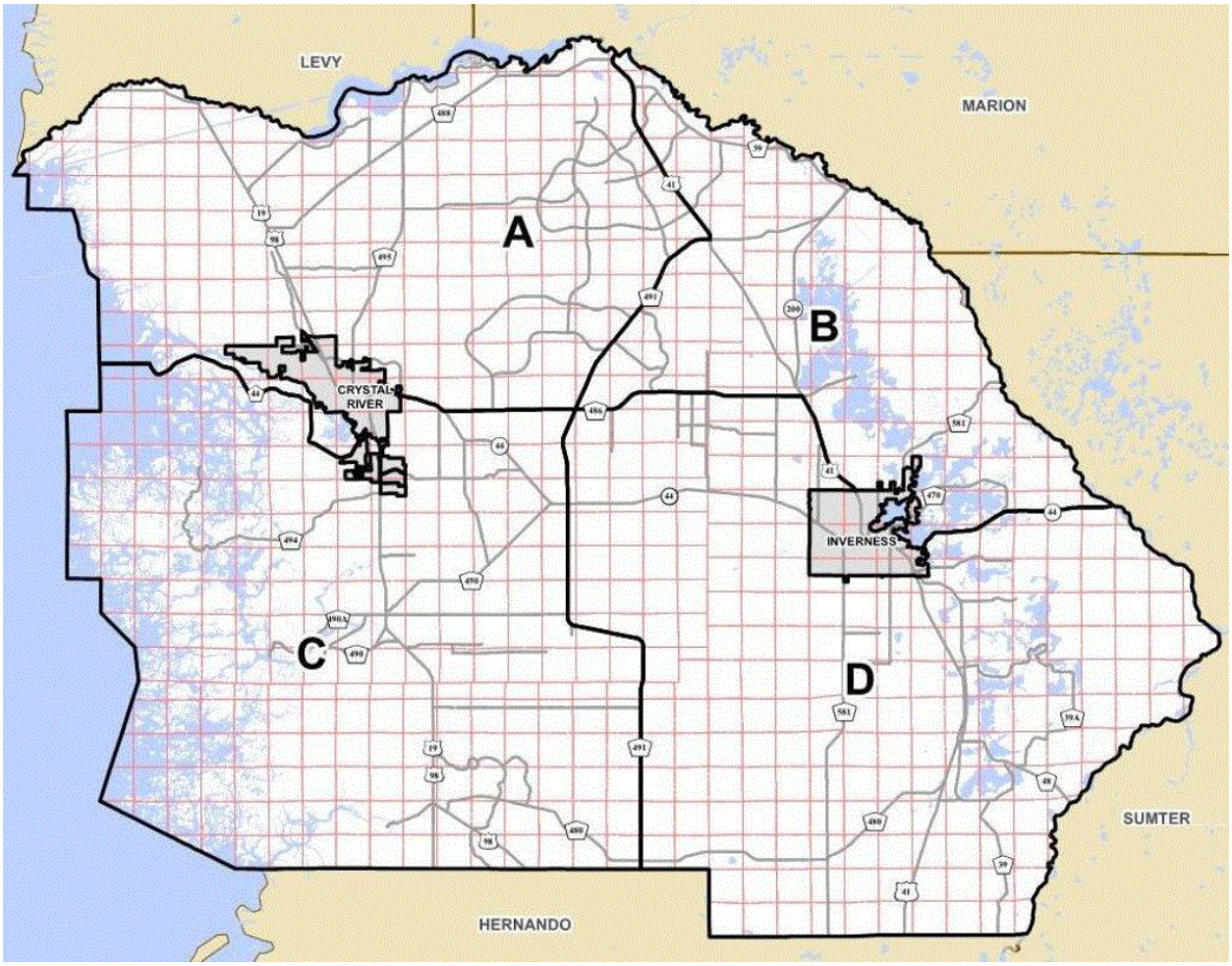

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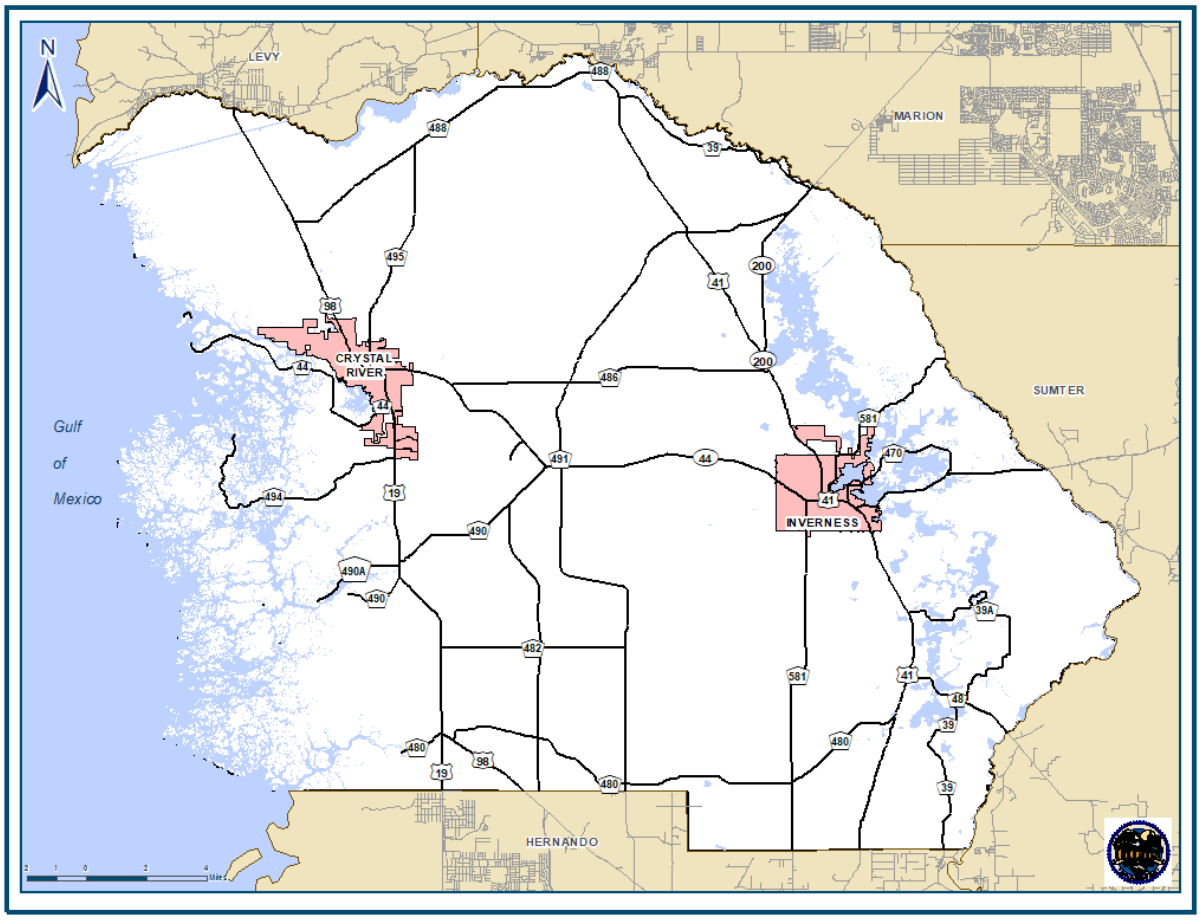
Exhibit "C"
CAPITAL PARK FACILITIES BENEFIT DISTRICT



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ORDINANCE NO. 20__-_____

AN ORDINANCE OF CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AMENDING THE FEE SCHEDULE OF CHAPTER 54 OF THE CITRUS COUNTY CODE, ALSO KNOWN AS THE CITRUS COUNTY IMPACT FEE ORDINANCE, FOR TRANSPORTATION, SCHOOLS, PARKS, LIBRARY, FIRE, EMERGENCY MEDICAL SERVICES (EMS), LAW, AND PUBLIC BUILDINGS; PROVIDING FOR SHORT TITLE, AUTHORITY, APPLICABILITY, AND ADOPTION OF TECHNICAL REPORT; PROVIDING FOR DEFINITIONS AND RULES OF CONSTRUCTION; PROVIDING FOR FEE TO BE IMPOSED; PROVIDING FOR INDIVIDUAL ASSESSMENT; PROVIDING FOR LIBERAL CONSTRUCTION, SEVERABILITY, AND PENALTY; CONFLICTS OF LAW; CODIFICATION, INCLUSION IN CODE, AND SCRIVENER'S ERRORS; MODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Citrus County, has determined that future growth and new development that creates the need for and benefits from the provision of new County Facilities should contribute its fair share of the costs of providing such facilities; and

WHEREAS, the Board of County Commissioners of Citrus County has studied the necessity for and implications of updating current impact fees for County Facilities, and recently retained a qualified consultant to prepare an impact fee study (hereinafter the "Technical Report"); and

WHEREAS, the Technical Report sets forth reasonable methodologies for determining the impact of new development, or "Impact-Generating Land Development," on capital transportation, schools, parks, library, fire, emergency medical services, law, and public building facilities; and

WHEREAS, the Board of County Commissioners of Citrus County has determined that the impact fees calculated in the Technical Report are based on the most recent and localized data; and

WHEREAS, the Technical Report and the impact fees established in the report reflect the proportionate demand created by the new Impact-Generating Land Development for additional capital transportation, schools, parks, library, fire, emergency medical services, law, and public building facilities; and

WHEREAS, the Board of County Commissioners of Citrus County has determined that a nexus exists between new Impact-Generating Land Development and the need for additional capital transportation, schools, parks, library, fire, emergency medical services, law, and public building facilities; and

WHEREAS, this ordinance includes provisions for use of impact fee funds for capital transportation facilities for multi-modal improvements undertaken to accommodate and which will substantially benefit additional vehicular, pedestrian and bicycle traffic resulting from new Impact-Generating Land Development; and

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WHEREAS, the County provided notice on the ____ day of _____, 20__, prior to the effective date of this Ordinance; and

WHEREAS, an updated impact fee schedule based on the Technical Report requires new Impact-Generating Land Development to contribute its fair share of the capital facility costs for new users and is consistent with the Citrus County Comprehensive Plan;

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Citrus County, Florida, as follows:

SECTION 1. Amendment to Code of Ordinances, Section 54-01 of Part II, Chapter 54, Impact Fees, of the Citrus County Code of Ordinances is hereby deleted.

SECTION 2. Amendment to Code of Ordinances. Section 54-1, of the Citrus County Code of Ordinances is hereby amended to read as follows.

Sec. 54-1. - Short title, authority, applicability, and adoption of technical report.

(a) *Short title.* This chapter shall be known and may be cited as the "Citrus County Impact Fee Ordinance."

(b) *Authorization.* The board of county commissioners of Citrus County has the authority to adopt this chapter pursuant to Article VIII of the Florida Constitution and F.S. ch. 125 and F.S. §§ 163.31801, 163.3201, 163.3202 and 380.06(16).

(c) *Applicability.* This chapter shall apply to the unincorporated area of Citrus County, and to the incorporated area of Citrus County to the extent authorized by the Florida Constitution, Article VIII, Section 1(f) and as specifically provided herein.

(1) *Incorporation of technical report.* The board of county commissioners of Citrus County has reviewed and accepted, and incorporates into this chapter by reference, the report prepared by Duncan Associates, titled "Citrus County, Florida Impact Fee Update" and dated ~~June 2014~~ September 2020 (hereinafter the "Technical Report"), which establishes the need for and appropriate amount of impact fees for capital transportation, park, school, fire, emergency medical services (EMS), law enforcement, library, and public building facilities, necessary to serve new development.

The technical report is hereby adopted, including particularly the assumptions, conclusions and findings in such study as to the allocation of anticipated costs of capital improvements and additions to the county facilities between those costs required to accommodate existing development and those costs required by new growth.

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SECTION 3. Amendment to Code of Ordinances, Section 54-3(a) of the Citrus County Code of Ordinances is hereby amended to read as follows.

Sec. 54-3. - Definitions and rules of construction.

(a) *Definitions.* For the purposes of this chapter, the following terms shall have the following meanings:

(1) *Access improvements* means improvements primarily designed to insure safe and adequate ingress and egress to the site of a proposed development. The term "access improvements" includes, but is not limited to, acceleration, deceleration and turn lanes, traffic signals and signs and any transportation capital facility which does not increase transportation system capacity.

(2) *Board* means the board of county commissioners of Citrus County, Florida.

(3) *Building permit* means that development permit issued by the Citrus County Division of Building, or the City of Inverness or the City of Crystal River, whichever is appropriate, before any building or construction activity can be initiated on a parcel of land.

(4) *Capital EMS facilities* means capital improvements, including, land improvements, buildings, and equipment related to the provision of emergency medical services (EMS) to new impact-generating development and having a useful life of at least five years and a cost of at least $5,000.00.

(5) *Capital fire facilities* mean capital improvements, including, land improvements, buildings, and equipment related to the provision of fire protection services to new impact-generating development and having a useful life of at least five years and a cost of at least $5,000.00.

(6) *Capital law enforcement facilities* means capital improvements, including, land improvements, buildings, and equipment related to the provision of law enforcement services to new impact-generating development and having a useful life of at least five years and a cost of at least $5,000.00.

(7) *Capital library facilities* means capital improvements, including land, land improvements, buildings, library volumes, equipment, or other capacity-adding capital improvements having a useful life of at least five years and a cost of at least $5,000.00 necessary for the provision of library services to new impact-generating land development.

(8) *Capital park facilities* means capital improvements, including land, land improvements, buildings, and equipment having a useful life of at least five years and a cost of at least $5,000.00 necessary for the provision of park and recreation services to new impact-generating development.

(9) *Capital public building facilities* mean capital improvements, including land, land improvements, equipment, buildings or other capacity-adding capital improvements with a cost of at least $50,000.00, which are necessary for the provision of public services to new impact-generating land development.

(10) *Capital transportation facilities* means capacity-expanding capital improvements to the major road system as well as pedestrian improvements, bikeways and trails along major roadways or on off-road alignments that provide comparable connectivity, including the transportation planning, preliminary engineering, engineering design studies, land surveys, alignment studies, right-of-way acquisition, engineering, permitting, and construction of all necessary features for improvements undertaken to accommodate and which will substantially benefit additional vehicular, pedestrian and bicycle traffic resulting from new impact-generating land development.

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These include but are not limited to:

a. Construction of new through lanes,
b. Construction of new bridges,
c. Construction of new drainage facilities in conjunction with new road construction,
d. Purchase and installation of traffic signals, including new and upgraded signalization,
e. Construction of curbs, gutters, medians and shoulders,
f. Relocating utilities to accommodate new road construction,
g. The construction and reconstruction of intersections,
h. The widening of existing roads,
i. Acceleration and deceleration lanes,
j. Interchanges,
k. Traffic control devices,
l. Sidewalks,
m. Bikeways, and
n. Trails.

Capital transportation facilities have a total cost of at least $50,000.00 and do not include maintenance as defined in F.S. §§ 334.03(19) or (24).

(11) *Capital school facilities* mean capital improvements, including land, buildings, vehicles, equipment, or other capacity-adding capital improvement having a useful life of at least five years and a cost of at least $5,000.00 necessary for the provision of educational services to new impact-generating land development.

(12) *Certificate of occupancy* means that development permit issued by the Citrus County Division of Building, or the City of Inverness or the City of Crystal River, after completion of the final inspection for building or construction activity as required pursuant to the Florida Building Code or other laws that are enforced by the department of building safety.

(13) *Commencement of impact-generating land development* occurs upon any of the following events, whether in unincorporated Citrus County or within a participating city, as provided in section 54-7 of this chapter:

a. The approval of a development of regional impact.
b. The issuance of any permit to authorize building or construction of any kind on the property.
c. The issuance of any certificate of occupancy.

(14) *County facilities* mean the capital facilities for which impact fees are imposed pursuant to this chapter.

(15) *Existing impact-generating land development* means the most intense use of land since December 9, 1986.

(16) *Expansion of the capacity of a road* includes any widening, intersection improvement or other capital improvement which results in an increase of the existing road's capacity.

(17) *Fee payer* means a person commencing impact-generating land development who is obligated to pay an impact fee in accordance with the terms of this chapter.

(18) *Housing for older persons* means a dwelling unit in a subdivision, mobile home or manufactured housing park, or multifamily structure operated as a community for older persons in compliance with the terms and provisions of the Federal Fair Housing Act, Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988 and the Housing for Older Persons Act of 1995, 42 U.S.C., §§ 3601 through 3619, that also prohibits persons under the age of 18 from residing within the dwelling units on the property as a permanent resident, as evidenced by a recorded declaration of covenants and restrictions that run with the land and are

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not subject to revocation or amendment for a period of at least 30 years from the date of recording.

(19) *Gross floor area* means the total area of all floors of a building as measured to the outside surfaces of exterior walls and including, but not limited to, halls, stairways, and elevator shafts. Parking garages are excluded from the definition of gross floor area.

(20) *Impact-generating land development* is land development designed or intended to permit a use of the land which will contain more dwelling units or floor space than the then existing use of the land in a manner that increases the generation of vehicular traffic or the demand on county facilities. The type of proposed impact-generating land development shall be based on the proposed use of the land.

(21) *Land* shall have the same meaning as set forth in F.S. § 380.031 (7).

(22) *Low Income* shall mean homes with less than 1500 square feet of living area (site built, mobile home, modular, etc.) and owner occupied housing being at or below low income (80% of median income, adjusted for family size as defined by the U .S. Department of Housing and Urban Development) and a residential building or structure of any size owned and operated by a 501(c)(3) entity, housing, non-school age individuals who have a developmental disability as defined in 393.063, Fla. Statute, as amended from time to time.

(23) *Major road system* means all existing and planned state, county, and city arterials and major collector roads within Citrus County, including those roads within the incorporated areas of the county.

(24) *Person* means an individual, corporation, governmental agency, business trust, estate, trust, partnership, association, two or more persons having a joint or common interest, or any other entity.

(25) *Road* shall have the same meaning as set forth in F.S. § 334.03(22).

(26) Land use categories listed in the impact fee schedule are defined as follows for the purpose of classifying proposed developments:

Single-family detached means the use of a lot primarily for a dwelling unit that is not attached to any other dwelling unit, including a mobile home not located in a mobile home park, provided that the lot and structure may contain an accessory dwelling unit as allowed by the Land Development Code. An accessory dwelling unit on a lot primarily used for a single-family detached unit shall be assessed as a multi-family unit.

Single-family, age-restricted means a single-family detached unit that meets the definition of housing for older persons set forth in this section.

Accessory dwelling unit means an ancillary or secondary living unit that has a separate kitchen, bathroom, and sleeping area existing either within the same structure, or the same lot, as the primary dwelling unit.

Multi-family means a building that contains two or more dwelling units.

Multi-family, age-restricted means a multi-family dwelling that meets the definition of housing for older persons set forth in this section.

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Mobile home park means a parcel (or portion thereof) or abutting parcels of land designed, used or intended to be used to accommodate two or more occupied mobile homes, with necessary utilities, vehicular pathways, and concrete pads.

RV park means a parcel (or portion thereof) or abutting parcels of land designed, used or intended to be used to accommodate two or more occupied recreational vehicles, with necessary utilities, vehicular pathways, and concrete pads or vehicle stands.

Hotel/motel means a building or group of buildings on the same parcels and under single control, consisting of sleeping rooms kept, used, maintained or advertised as, or held out to the public to be, a place where sleeping accommodations are supplied for pay to transient guests or tenants. Restaurants and meeting rooms suitable for conventions, weddings, dining or similar activities shall be assessed separately based on the square footage of such spaces at the retail/commercial rate.

Retail/commercial means establishments engaged in the selling or rental of goods, services or entertainment to the general public. Such uses include, but are not limited to, amusement parks, automobile sales and service, banks, bowling alleys, barber shops, building material and lumber stores, car washes, convenience stores, dance studios, discount stores, funeral homes, furniture stores, health clubs, golf courses and driving ranges, hardware and paint stores, home improvement stores, marinas, miniature golf courses, movie theaters, pharmacies, restaurants, shopping centers, supermarkets, tire stores and vocational or technical schools. Any land use within a shopping center shall be considered a retail/commercial use.

Office means a building not located in a shopping center and exclusively containing establishments providing executive, management, administrative or professional services, and which may include ancillary services for office workers, such as a restaurant, coffee shop, newspaper or candy stand, or childcare facilities. Typical uses include real estate, insurance, property management, investment, employment, travel, advertising, secretarial, data processing, photocopy and reproduction, telephone answering, telephone marketing, music, radio and television recording and broadcasting studios; professional or consulting services in the fields of law, architecture, design, engineering, accounting and similar professions; interior decorating consulting services; medical and dental offices and clinics, including veterinarian clinics; and business offices of private companies, utility companies, trade associations, unions and nonprofit organizations.

Public/institutional means a governmental, quasi-public, institutional or nonprofit recreational use, not located in a shopping center. Typical uses include elementary, secondary or higher educational establishments, day care centers, hospitals, mental institutions, nursing homes, assisted living facilities, fire stations, city halls, county court houses, post offices, jails, libraries, museums, places of religious worship, military bases, airports, bus stations, fraternal lodges, parks and playgrounds.

Industrial means a facility primarily intended for the production or assembly of goods, processing of foods, mining of raw materials, or similar activities. Typical uses include factories, welding shops, wholesale bakeries, and water and wastewater treatment plants.

Warehouse means an establishment primarily engaged in the display, storage and sale of goods to other firms for resale, as well as activities involving significant movement and storage of products or equipment. Typical uses include wholesale distributors, storage warehouses, moving and storage firms, trucking and shipping operations and major mail processing centers.

Mini-warehouse means an enclosed storage facility containing independent, fully enclosed bays that are leased to persons for storage of their household goods or personal property.

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SECTION 4. Amendment to Code of Ordinances, Section 54-4 of Part II, Chapter 54, Impact Fees, of the Citrus County Code of Ordinances is hereby amended to read as follows.

Sec. 54-4. - Fee to be imposed.

(a) *Fee obligation, determination, and payment.*

(1) *General.* After the effective date of this chapter, any person or governmental body commencing impact-generating land development, except those exempted pursuant to subsection 54-4(a)(2), shall be obligated to pay an impact fee upon the commencement of impact-generating land development, pursuant to the fee schedule attached to this chapter as exhibit "A" and incorporated herein by reference.

The fee shall be determined and paid to the county administrator, or a designee, or the appropriate city official in the cities, at the time of issuance of a building permit or any such approval as may be required to initiate an impact-generating land development. If the building permit or other approval is for less than the entire development, the fee shall be computed separately for the amount of development covered by the permit. If the fee is exacted for impact-generating land development that increases impact because of the expansion of an existing use, the fee shall be determined by computing the difference in the fee schedule between the new impact-generating land development and the existing impact-generating land development. The obligation to pay the impact fee shall run with the land.

If the issuance of a conventional building permit for the development is not required, then an applicant shall pay the impact fee prior to the occurrence of any one of the following events, whichever occurs first:

a. The date when the first building permit has been issued for any building or structure accessory to the principal use or structure of the development; or
b. The date when the first building permit is issued for the first nonaccessory building or nonaccessory structure to be used by any part of the development; or
c. The date when a final development order, final development permit or other final authorization is issued authorizing construction of a parking facility for any portion of the development; or
d. The date when a final development order, final development permit or other final approval is issued for any part of the development in instances where no further building permit is required for that part of the development; or
e. The date when any part of the development opens for business or goes into use. Owners of all golf courses must submit to the county a certified legal description and a certified surveyor's sketch, to scale, of the course prepared by a professional engineer before the date the construction of the golf course commences.

(2) *Exemptions.* The following development shall be exempt from the terms of this chapter. An exemption shall be claimed by the fee payer at the time of application for a building permit.

a. Alterations or expansion of an existing building where no additional dwelling units are created, and no additional vehicular trips will be produced over and above that produced by the existing use, or no additional impact will be made on the demand for county facilities.
b. The construction of accessory buildings or structures which will not produce additional vehicular trips over and above that produced by the principal building or use of the land, or increase the demand for county facilities above that produced by the principal building or use of the land.
c. The replacement of a residential building or structure of the same use, provided no additional dwelling units are added as such term is defined by the Citrus County Building Code.

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d. The replacement of a nonresidential building or structure with a building of the same size and use, as long as no additional vehicular trips are added, or there is no increase in the demand for county facilities.
e. All public educational and ancillary plants constructed by a district school board or a community college district board of trustees, pursuant to F.S. § 1013.371 (1)(a).
f. Charter school facilities, pursuant to F.S. § 1002.33(18)(d).
g. Housing for older persons, as defined herein, shall be exempt from the capital school facility component of the impact fee only.
h. An addition or expansion of an existing dwelling unit, provided no additional dwelling units are created.
I, A change of use within an existing building.
j. Churches or places of worship, with or without related schools or day care centers.
k. A residential building or structure owned and operated by a 501(c)(3) entity, housing non-school age individuals who have a developmental disability as defined in 393.063(12), Florida Statute, as amended from time to time, shall be exempt from the capital school facility component of the impact fee study. If there is a change of use to the residential building or structure, then the owner shall immediately pay the capital school facility impact fee.

(3) *Payment deferral.* For commercial, industrial, or other nonresidential development, the landowner may delay payment by executing a noninterest bearing promissory note payable to the county or participating city for the amount of the fee. The promissory note shall be paid prior to the issuance of a certificate of occupancy for the impact-generating land development. If the building permit is for less than the entire development, the fee shall be computed separately for the amount of the development covered by the permit. The obligation to pay the impact fee shall run with the land. A longer term payment plan will be made available to fee payers, which will be implemented and administered through the county's administrative regulations.

(4) *Dedication of land or facilities.* Any land or facilities agreed to be dedicated to the county as a condition of development approval shall be dedicated by either easement or deed, at the discretion of the county, no later than the time at which impact fees are required to be paid under this section.

(5) *Fee agreement.* At any time prior to issuance of a building permit, the owner of property may enter into a fee agreement with the board of county commissioners providing for payment of the fee pursuant to the terms of this chapter.

(b) *Establishment of fee schedule.*

(1) *Fee schedule.* Any person who shall initiate any new impact-generating land development, except those exempted pursuant to subsection 54-4(a)(2), exemptions, or those preparing an individual assessment pursuant to section 54-5, individual assessment, shall pay an impact fee as determined by the revised fee schedule attached to this chapter as exhibit "A" and incorporated herein by reference.

(2) *Fee computation.*
a. If a building permit is requested for mixed uses, then the fee shall be determined according to the above schedule by apportioning the space committed to uses specified on the schedule.
b. If the type of impact-generating land development for which a building permit is requested is not specified on the fee schedule, the county administrator or designee shall determine the fee on the basis of the fee applicable to the most nearly comparable type of land use on the fee schedule, or if there is not a comparable land use, conduct an individual assessment pursuant to section 54-5, individual assessment.

(3) *Five-year review.* At least once every five years, the county administrator or a designee, after consultation with the Citrus County School Superintendent on school fees, and all other

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appropriate providers of county facilities, shall recommend to the board of county commissioners whether any changes should be made to the impact fee schedule to reflect changes in the factors that affect the fee schedule. The purpose of this review is to analyze the effects of inflation on the actual costs of facilities, to assess potential changes in needs, to assess any changes in the characteristics of land uses, and to ensure that the fee charged new impact-generating land development will not exceed its pro rata share for the reasonably anticipated expansion costs of facilities necessitated by its presence.

***SECTION 5**. Amendment to Code of Ordinances, Section 54-5(c) of Part II, Chapter 54, Impact Fees, of the Citrus County Code of Ordinances is hereby amended to read as follows*

Sec. 54-5. - Individual assessment.

(c) Individual assessment standards. The individual assessments shall be in accordance with the following standards:

(1) Capital transportation facilities. The individual assessment for the transportation component shall be in accordance with the following standards:

a. The individual assessment shall be calculated in a manner consistent with the formulas and methodology used in the technical report.

b. The fee calculations shall be based on data, information or assumptions contained in this chapter or independent sources, provided that:

1. The source is an accepted standard source of transportation engineering or planning data or information; or

2. The independent source is a local study carried out by a qualified traffic planner or engineer pursuant to an accepted methodology of transportation planning or engineering.

3. The county administrator or a designee or a city official (whichever is appropriate), will approve the methodology in writing prior to the applicant undertaking the individual assessment study.

c. The trip rate, trip length and percent new trips used in the individual assessment shall be based on actual surveys conducted in Citrus County. In the absence of like impact-generating land development activity in Citrus County, the county administrator or a designee or a city official (whichever is appropriate) may allow the applicant undertaking the individual assessment study using a like impact-generating land development activity in an area outside of Citrus County, provided that the proposed study site has similar demographic characteristics as the location in Citrus County. For the purposes of this analysis, the percent new trips figure shall be the percentage of trips that a proposed use will generate that constitutes new or additional trips not already on the major road system.

(2) County facilities other than capital transportation facilities. The individual assessment for any county facilities other than the transportation component shall determine if the proposed impact-generating land development is designed or located so that the occupants of the development will use the particular county facility more or less than that projected in the fee schedule for the same county facility. The county administrator or a designee or a city official (whichever is appropriate) will approve the methodology in writing prior to the applicant undertaking the individual assessment study.

SECTION 6. Amendment to Code of Ordinances, Section 54-7(a)(1) and (a)(2) of Part II, Chapter 54, Impact Fees, of the Citrus County Code of Ordinances is hereby amended to read as follows.

Attachment: impact fee ordinance FINAL_CLEAN (12582 : Set date for Impact Fee Update Public Hearing)

Sec. 54-7. - Benefit districts.

(a) *Establishment.* For the purpose of further ensuring fee payers, receive sufficient benefit for fees paid, the following benefit districts are established for each component of the chapter:

(1) *Capital transportation facilities.* Five (5) transportation benefit districts are established. The boundaries of the transportation benefit districts are shown in exhibit "B", which is attached hereto and incorporated herein by reference. The transportation benefit districts are described as follows:

a. Transportation benefit district A is the area north of SR 44 west of US 41 and north of CR 486 east of US 19, west of CR 491 and west of US 41/SR45, excluding the incorporated area of Crystal River;

b. Transportation benefit district B is the area north of SR 44 east of US 41 and north of CR 486 west of US 41, east of CR 491 and east of US 41/SR 45, excluding the incorporated area of Inverness;

c. Transportation benefit district C is the area south of SR 44 west of US 19 and south of CR 486 east of US 19, and west of CR 491, excluding the incorporated area of Crystal River;

d. Transportation benefit district D is the area south of SR 44 east of US 41 and south of CR 486 west of US 41, and east of CR 491, excluding the incorporated area of Inverness;

e. Crystal River transportation benefit district is the area within the corporate limits of the city of Crystal River;

(2) *Capital park facilities.* The park benefit district shall include the entirety of Citrus County. The park benefit districts do not include the incorporated areas of the municipalities.

SECTION 7. Amendment to Code of Ordinances. Section 54-6(a), of the Citrus County Code of Ordinances is hereby amended to read as follows.

Sec. 54-6. - Credits.

(a) *Capital transportation facilities.*

(1) *General.* For any credit against any transportation fee proposed to be paid, the contribution, payment, or construction may be credited in an amount equal to its full fair market value if it is for a capital transportation improvement as herein defined.

(2) *Establishment of fair market value.* Credit may be in an amount equal to the fair market value of the construction at the time of its completion, or the value of the contribution or payment at the time it is made.

(3) *Capital contribution front-ending agreement.* Citrus County may enter into a capital contribution front-ending agreement with any person who proposes to construct capital transportation facilities. To the extent that the fair market value of the construction of these capital transportation facilities exceed the obligation to pay impact fees for which a credit is provided pursuant to this section, the capital contribution front-ending agreement shall provide proportionate and fair share reimbursement linked to new growth and development's use of the capital transportation facilities constructed.

SECTION 8. LIBERAL CONSTRUCTION, SEVERABILITY, AND PENALTY

(a) Liberal construction. The provisions of this chapter shall be liberally construed to effectively carry out its purposes in the interest of the public health, safety, welfare and convenience.

(b) Severability. If any section, phrase, sentence or portion of this chapter is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate,

Attachment: impact fee ordinance FINAL_CLEAN (12582 : Set date for Impact Fee Update Public Hearing)

distinct, and independent provision, and such holding shall not affect the validity of the remaining portions. All ordinances or parts of ordinances in conflict with the provisions of this chapter are hereby repealed.

(c) Violation; remedies. A violation of this chapter shall be a misdemeanor punishable according to law; however, in addition to or in lieu of any criminal prosecution, Citrus County shall have the power to sue in civil court to enforce the provisions of this chapter.

SECTION 9. CONFLICT OF LAW

Whenever the requirements or provisions of this Ordinance are in conflict with the requirements or provisions of any other lawfully adopted Citrus County Ordinance or Florida Statutes, the more restrictive shall apply.

SECTION 10. CODIFICATION, INCLUSION IN CODE, AND SCRIVERNER'S ERRORS

It is the intention of the Board of County Commissioners of Citrus County, Florida, and it is hereby provided, that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of Citrus County, Florida. To this end, the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention, the word "ordinance" may be changed to "section," "article," or other appropriate designation, and typographical errors that do not affect the intent may be authorized by the County Administrator, or the County Administrator's designee, without need of public hearing, by filing a corrected or re-codified copy of same with the Clerk of Circuit Court.

SECTION 11. MODIFICATION

It is the intent of the Board of County Commissioners that the provisions of this ordinance may be modified as a result of considerations that may arise during public hearings. Such modifications shall be incorporated in the final version of the ordinance adopted by the Board and filed by the Clerk to the Board.

SECTION 12. EFFECTIVE DATE

This Ordinance shall become effective _____,

DONE AND ADOPTED in a regular meeting of the Board of County Commissioners of Citrus County, Florida, this ____ day of _____, 20__.

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

_____
ANGELA VICK, CLERK

BY:_____
Scott E. Carnahan, CHAIRMAN

APPROVED AS TO FORM FOR THE
THE RELIANCE OF CITRUS COUNTY ONLY:

_____
COUNTY ATTORNEY

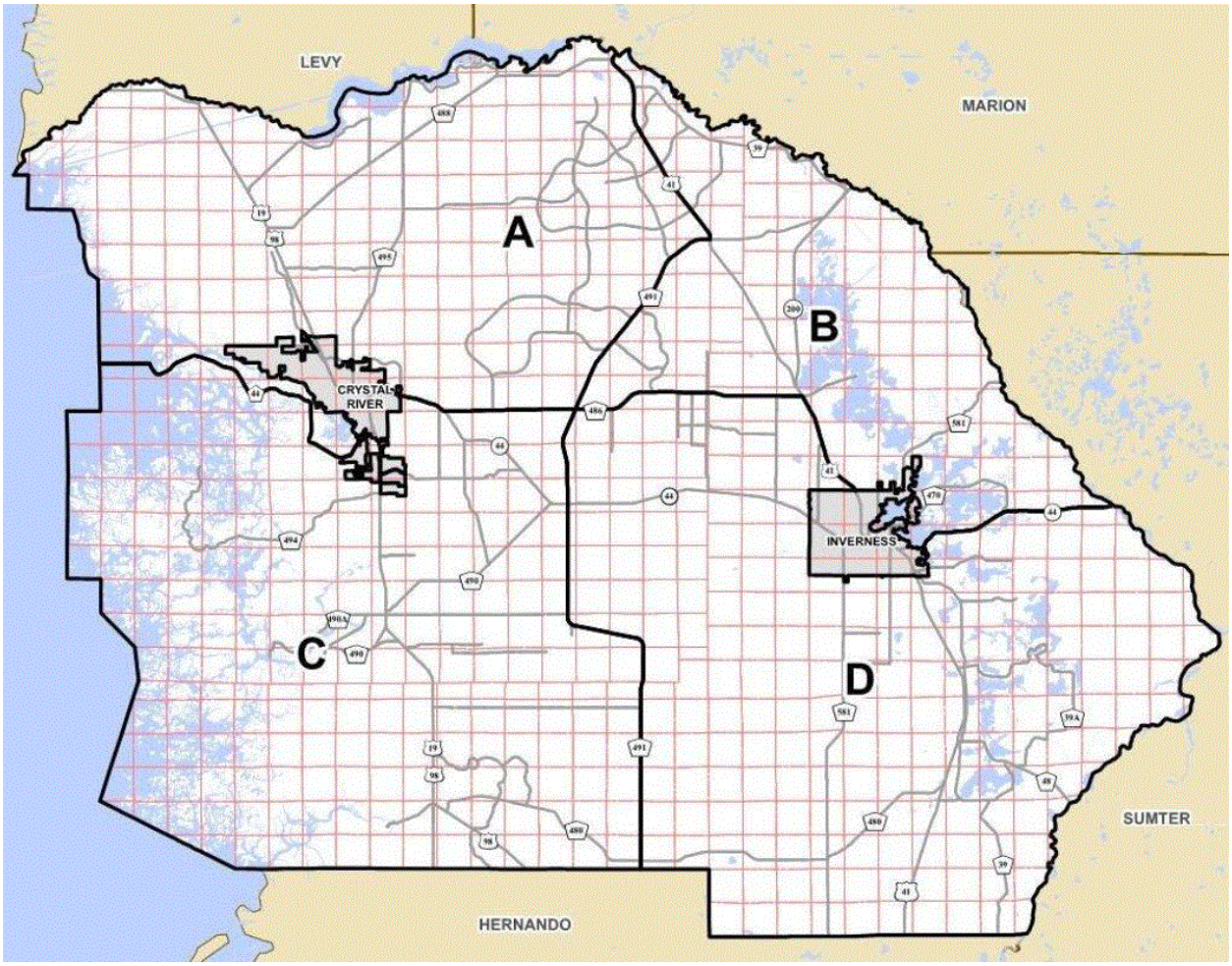
Attachment: impact fee ordinance FINAL_CLEAN (12582 : Set date for Impact Fee Update Public Hearing)

Exhibit "A"
Impact Fee Schedule

Land Use	Unit	Transport	Schools	Parks	Library	Fire	EMS	Law Enf	Public Bldgs	To
ingle-Family Detached	Dwelling	$3,864	$4,117	$661	$308	$288	$62	$571	$298	$10,1
Accessory Dwelling Unit	Dwelling	$1932	n/a	$330	$154	$144	$31	$285	$149	$3,0
Single-Family, Low-Income	Dwelling	$2,550	$3,556	$529	$246	$231	$50	$457	$239	$7,8
Single-Family, Age-Rest.	Dwelling	$1216	$0	$469	$219	$205	$44	$407	$213	$2,7
Multi-Family	Dwelling	$1,038	$1,295	$479	$190	$247	$29	$189	$177	$3,6
Multi-Family, Age-Rest.	Dwelling	$566	n/a	$358	$142	$185	$21	$141	$132	$1,5
Mobile Home Park	Pad/space	$614	$1,307	$675	$268	$350	$41	$267	$250	$3,7
RV Park	Pad/space	$614	n/a	n/a	n/a	$350	$41	$267	$250	$1,5
Assisted Care Facility	Dwelling	$139	n/a	n/a	n/a	$233	$27	$178	$167	$7
Hotel/Motel	Room	$743	n/a	n/a	n/a	$203	$24	$155	$145	$1,2
Retail/Commercial	1,000 sq. ft.	$1,248	n/a	n/a	n/a	$422	$49	$322	$302	$2,3
Office	1,000 sq. ft.	$1,687	n/a	n/a	n/a	$199	$23	$152	$142	$2,2
Industrial/Manufacturing	1,000 sq. ft.	$584	n/a	n/a	n/a	$75	$9	$58	$54	$7
Warehousing	1,000 sq. ft.	$544	n/a	n/a	n/a	$34	$4	$26	$24	$6
Mini Warehouse	1,000 sq. ft.	$219	n/a	n/a	n/a	$32	$4	$24	$23	$3
Public/Institutional	1,000 sq. ft.	$523	n/a	n/a	n/a	$152	$18	$116	$109	$9

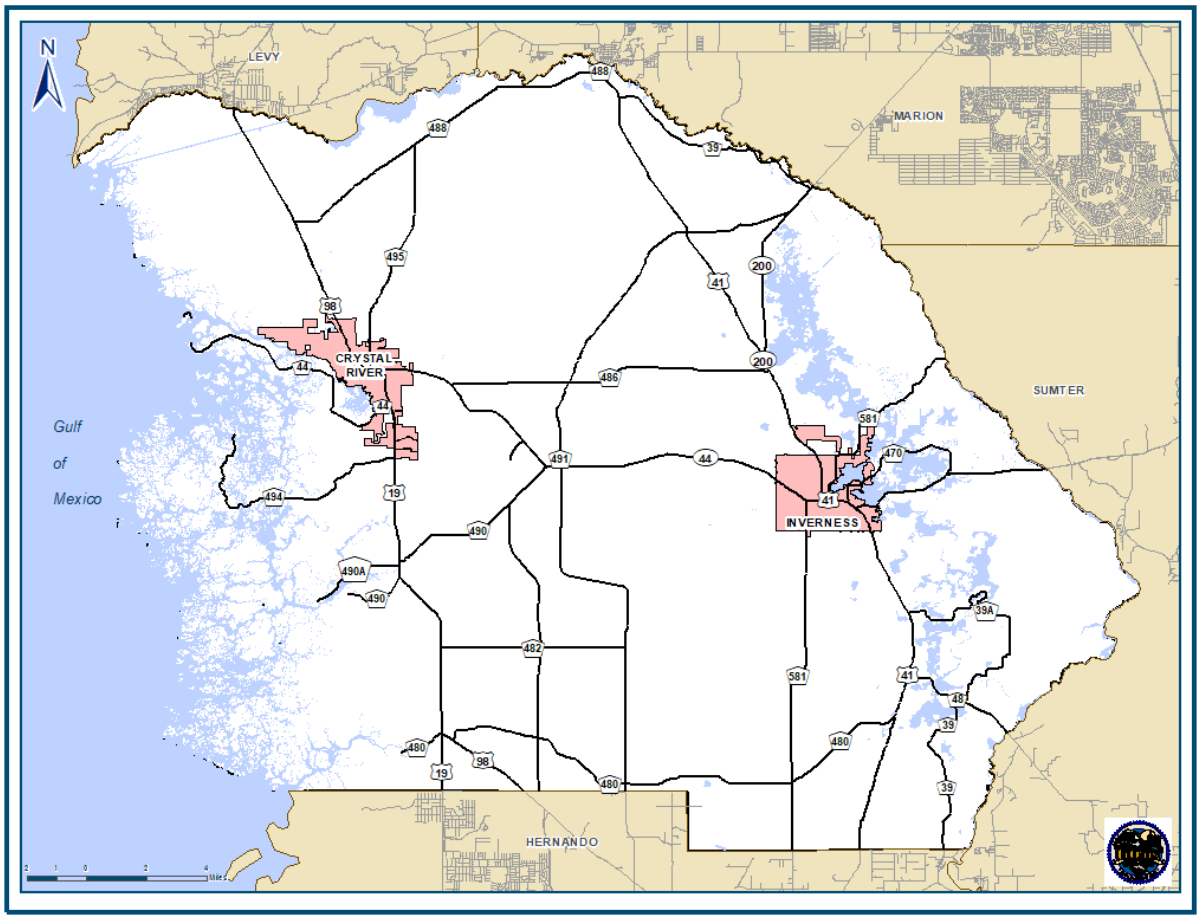
Attachment: impact fee ordinance FINAL_CLEAN (12582 : Set date for Impact Fee Update Public Hearing)

Exhibit "B"
CAPITAL TRANSPORTATION FACILITIES BENEFIT DISTRICT



Attachment: impact fee ordinance FINAL_CLEAN (12582 : Set date for Impact Fee Update Public Hearing)

Exhibit "C"
CAPITAL PARK FACILITIES BENEFIT DISTRICT



Attachment: impact fee ordinance FINAL_CLEAN (12582 : Set date for Impact Fee Update Public Hearing)

AGENDA MEMORANDUM

FROM:	Charles R. Oliver, County Administrator
SUBJECT:	Workshop to Discuss Potential New Animal Shelter
AGENDA DATE:	**March 09, 2021**

BRIEF OVERVIEW:

We would like to schedule a Workshop for March 23, 2021 at 9:00AM to discuss the proposed layout and costs for a new animal shelter. The Architect from Bacon & Associates will be providing conceptual drawings, cost estimates and options.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
					$0

RECOMMENDED ACTION:

Schedule a Workshop to discuss the new Animal Shelter design and costs on March 23, 2021 at 9:00AM.

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	Capital Improvement Program Presentation
AGENDA DATE:	**March 09, 2021**

BRIEF OVERVIEW:

The Capital Improvement Program Presentation is a time for the Board of County Commissioners to review and adjust the five-year plan.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
					$0

RECOMMENDED ACTION:

Set the Capital Improvement Program Presentation for fiscal years 2022 - 2026 on Tuesday, April 27, 2021 at 2:00 p.m. at the Citrus County Courthouse, 110 N Apopka Avenue, Room 100, Inverness, FL.

AGENDA MEMORANDUM

FROM:	David Pieklik,
SUBJECT:	Proposed Cardinal Street IMA wastewater infrastructure
AGENDA DATE:	**March 09, 2021**

BRIEF OVERVIEW:

We are proposing to install sewer on Cardinal Street within the Interchange Management Area (IMA). We are proposing to use some of the excess CARES funding to enhance our Economic Development potential in this area. The cost is estimated at between $1.75 and $2.25 million and would be a force main. There would be no individual assessments to the individual property owners as they would need to construct a lift station to utilize this line. This IMA is considered one of the key areas for economic development because of the addition of the Suncoast. A PowerPoint Presentation will be made at the meeting.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
					$0

RECOMMENDED ACTION:

We recommend the County Commission consider expenditure appropriating $2.25 million in available CARES funds for the construction of wastewater infrastructure along West Cardinal Street Interchange Management Area.

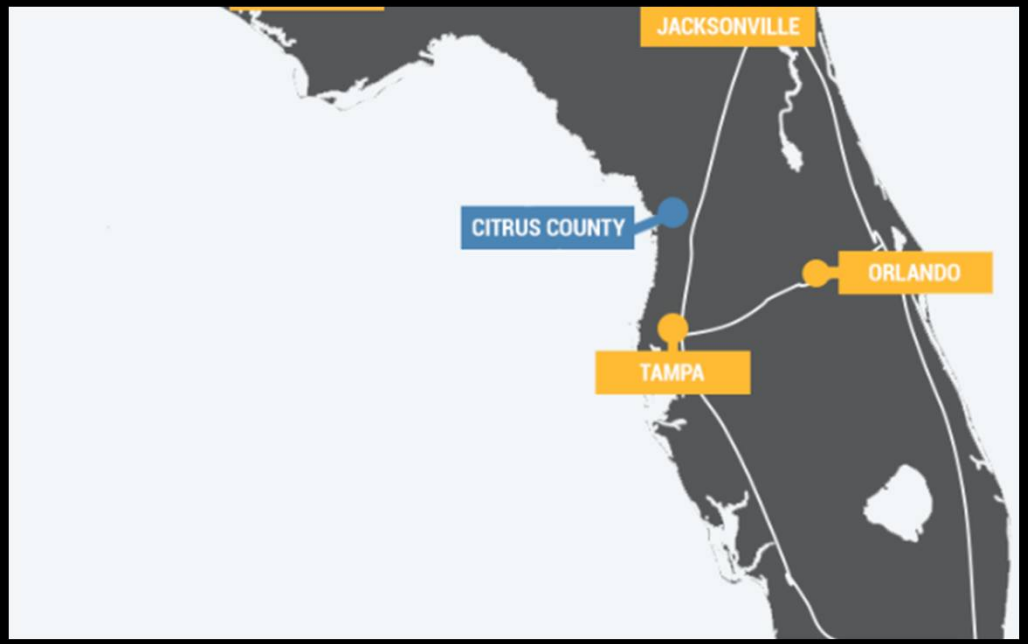
Putting the pieces in place: Suncoast Parkway - Cardinal Street IMA proposed wastewater infrastructure

March 9, 2021

Attachment: March 9 Cardinal IMA infrastructure [Revision 1] (12571 : Proposed Cardinal Street IMA

Increasing Our Site Readiness

- Multiple shovel-ready sites
- Variety = opportunity
- Increased competitiveness and economic diversity
- More marketability



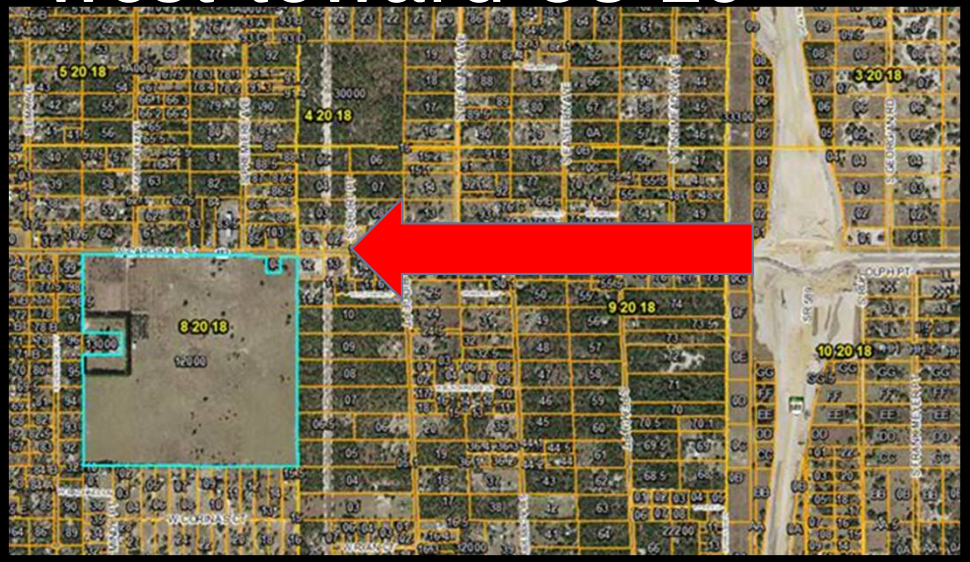
Attachment: March 9 Cardinal IMA infrastructure [Revision 1] (12571 : Proposed Cardinal Street IMA

ID Critical Infrastructure

- Desired growth areas
- multiple industry opportunities
- Combination of mixed-used/ industrial zoning
- Central location and accessibility

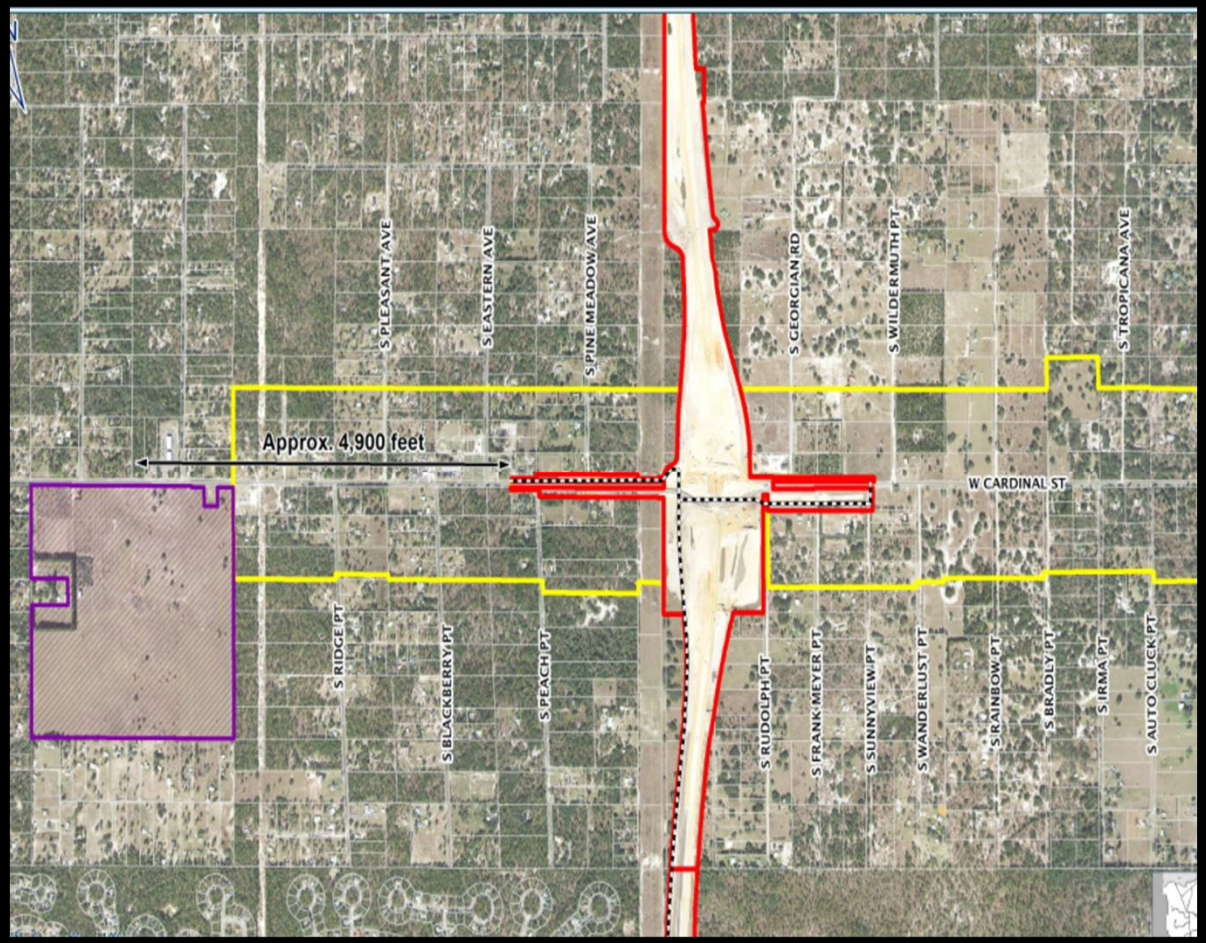
Attachment: March 9 Cardinal IMA infrastructure [Revision 1] (12571 : Proposed Cardinal Street IMA

Cardinal Interchange Management Area – proposed route takes piping west toward US 19



Infrastructure & costs

- Ø $150/foot for sewer line
- Ø Approximately 1 ½ miles
- Ø Lift station required
- Ø Infrastructure + engineering = price range of 1.75-$2.25-million
- Ø 12-month timeframe



Attachment: March 9 Cardinal IMA infrastructure [Revision 1] (12571 : Proposed Cardinal Street IMA

AGENDA MEMORANDUM

FROM:	David Pieklik,
SUBJECT:	Grant Application- FAA Aviation Maintenance Technical Workers Workforce Development Grant Program,
AGENDA DATE:	**March 09, 2021**

BRIEF OVERVIEW:

The proposed grant project establishes a new educational program to teach technical skills used in aviation maintenance. Learned skills would be in line with the education system's Science, Technology, Engineering and Mathematics (STEM) curriculum for in-demand career pathways.

The intent of the project is to fill anticipated gaps in the aviation industry labor pool, recruitment of aviation maintenance and assembly workers and other highly-skilled talent, benefitting the Crystal River and Inverness airports and their industrial base.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
					$0

RECOMMENDED ACTION:

Approve and authorize staff to apply for grant funding in the amount of $500,000 for The United States of America Department of Transportation Small Community Air Service Development Program under 49 U.S.C. § 41743, Small Community Air Service Development (SCASDP) Program. The grant project is to establish new educational programs that teach technical skills used in aviation maintenance, repair and flight for local students and citizens, for the Inverness Airport.

Federal Aviation Administration

Aviation Maintenance Technical Workers Workforce Development Grant Program

NOTICE OF FUNDING OPPORTUNITY (NOFO)

Date of Issue: January 19, 2021
Closing Date: March 22, 2021

Issued by the:
Federal Aviation Administration
NextGen Procurement Services Division
NextGen Management Services

FAA National Headquarters
800 Independence Ave., SW
Washington, DC 20591

SENSITIVE UNCLASSIFIED INFORMATION

Attachment: 2021 NOFO Maint Posting 01.15.21 Grants.gov ANG-201124-001_v1.0_Final (12570 : Grant Application- FAA Aviation Maintenance

Notice of Funding Opportunity

Summary Information

Federal Agency Name:	**U.S. Department of Transportation (USDOT)** **Federal Aviation Administration (FAA)** **800 Independence Ave., SW** **Washington, DC 20591** **Attn:** **NextGen Grants Management Branch (ANG-A19)** **NextGen Management Services (ANG-A)**
Funding Opportunity Title:	**FAA Aviation Maintenance Technical Workers Workforce Development Grant Program** **www.faa.gov/go/awd**
Announcement Type:	**Initial funding opportunity announcement**
Federal Assistance Listing Number: **(http://beta.sam.gov)**	**20.112**
Funding Opportunity Number:	
Key Dates:	**Notice Issue Date: January 19, 2021** **Questions are accepted at: AWD-Grants@faa.gov** **Until, March 22, 2021: 11:59pm** **Notice of Intent Due Date: (highly recommended; not mandatory)** **January 29, 2021** **prevailing Eastern Standard time** **If all funds are not expended, there may be a second award cycle.**
Primary Point of Contact:	**Patricia Watts, Ph.D., Grants Officer** **Patricia.Watts@faa.gov**

Attachment: 2021 NOFO Maint Posting 01.15.21 Grants.gov ANG-201124-001_v1.0_Final (12570 : Grant Application- FAA Aviation Maintenance

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Permanent Links:

- **FAA Aviation Workforce Development Grant Program Website:** www.faa.gov/go/awd
- **Aviation Workforce Development Grant Program – Maintenance Program FAQs** https://www.faa.gov/about/office_org/headquarters_offices/ang/grants/awd/technical/faqs/
- **GRANTS.GOV Applicants Instructions Website:** https://Grants.gov/web/grants/applicants.html
- **Pub. L. No. 115-254 Section 625** https://www.congress.gov/115/plaws/publ254/PLAW-115publ254.pdf

Attachment: 2021 NOFO Maint Posting 01.15.21 Grants.gov ANG-201124-001_v1.0_Final (12570 : Grant Application- FAA Aviation Maintenance

SECTION A - PROGRAM DESCRIPTION

The U.S. Department of Transportation's Federal Aviation Administration (FAA) hereby requests applications for the award of new grant agreements under the ***FAA Aviation Maintenance Technical Workers Workforce Development Grant Program (the "Program"),*** Assistance Listing Number 20.112. The purpose of the Program is to expand the Aviation Maintenance Technical Workers workforce the throughout the United States and support activities to facilitate the transition to careers in aviation maintenance, including members of the Armed Forces

1. LEGISLATIVE AUTHORITY

The U.S. Department of Transportation (USDOT) was directed to establish the Program through fiscal year 2023 in Section 625 of the FAA Reauthorization Act of 2018, (Pub. L. No. 115-254) (hereinafter referred to as the "Act").

2. BACKGROUND

On October 5, 2018, the President signed the Act. Section 625 of the Act addresses the projected shortages of skills in the aviation industry by directing the establishment of an Aviation Workforce Development Grant Program. Through the award of these grants, the USDOT and the FAA will assist in expanding the United States aviation maintenance technical workers workforce. The Program aims to provide meaningful educational experiences to stimulate interest and encourage students throughout the Nation to prepare to enter this career field. The Program also supports activities to facilitate the transition to careers in aviation maintenance, including members of the Armed Forces. Congress authorized the Program through the end of Fiscal Year 2023. A Federal Register Notice was published to open a period of public comment that closed on September 23, 2020. This is the initial funding first announcement for the Program; there have been no previous awards issued under this Program.

3. GOAL & MEASURES

Per the Authorizing Legislation, the goal of the Program is to provide grants for eligible projects to support the education and recruitment of aviation maintenance technical workers and the development of the aviation maintenance workforce.

The FAA is providing the Aviation Workforce Development Grants to eligible recipients to target and recruit congressionally defined populations into programs that will successfully prepare

Attachment: 2021 NOFO Maint Posting 01.15.21 Grants.gov ANG-201124-001_v1.0_Final (12570 : Grant Application- FAA Aviation Maintenance

individuals to serve the anticipated growing future demands of the United States aviation industry. In order to meet these long-term requirements, the FAA has established measures, goals and objectives to define the level of performance and to establish performance indicators to be used in measuring relevant outputs and outcomes for this Grants Program.

The following indicators are provided to capture the overarching Program measures to be tracked and submitted to the FAA as part of the reports that each grant recipient is required to prepare. The measures for the Aviation Workforce Development Grant Program are:

a. Recruitment: To fill anticipated gaps in the aviation industry labor pool throughout the United States by establishment of this Program that supports the education and recruitment of aviation maintenance technical workers and the development of the aviation maintenance workforce. Provide the actual activities, number and location of recruitment events conducted and number of attendees.
b. Registration and Retention: Number of those enrolled in the proposed program(s) as measured by actual program registration and activity/course attendance provided to individuals meeting eligibility criteria.
c. Program Completion: Number of participants successfully completing the wide range of activities provided.
d. Certification: Number of participants and members of the armed forces having completed the application or certification requirements necessary to become an Aviation Maintenance Technical Worker.

The grant recipient is responsible for ensuring that the above information is reported for all participants of FAA funded projects during the term of the period of performance. The grant recipient will submit this information electronically with required semi-annual and final reports.

4. ELIGIBLE PROJECTS

Per the Authorizing Legislation, the types of projects that are eligible for award under the Program are projects:

> (A) to establish new educational programs that teach technical skills used in aviation maintenance, including purchasing equipment, or to improve existing such programs;
>
> (B) to establish scholarships or apprenticeships for individuals pursuing employment in the aviation maintenance industry;

Attachment: 2021 NOFO Maint Posting 01.15.21 Grants.gov ANG-201124-001_v1.0_Final (12570 : Grant Application- FAA Aviation Maintenance

(C) to support outreach about careers in the aviation maintenance industry to—

(i) primary, secondary, and post-secondary school students; or

(ii) to communities underrepresented in the industry;

(D) to support educational opportunities related to aviation maintenance in economically disadvantaged geographic areas;

(E) to support transition to careers in aviation maintenance, including for members of the Armed Forces; or

(F) to otherwise enhance aviation maintenance technical education or the aviation maintenance industry workforce.

Only projects that fall into one or more of the above categories will be eligible for award.

SECTION B - FEDERAL AWARD INFORMATION

1. FUNDING AND TYPE OF AWARD

The Program is a competitive discretionary grant program. In accordance with the Act, the Government intends to issue grant awards totaling up to $5,000,000 through this NOFO for Fiscal Year (FY) 2021, with no single grant providing more than $500,000 per fiscal year.

The Government will determine the number of awards depending on the number and quality of proposals received in response to this NOFO but the Government anticipates to make at minimum 10 awards. However, the Government reserves the right to make more, fewer, or no awards. The Government also reserves the right to award less than the maximum amount presented in the proposal.

Submission of an application in Grants.gov is not a guarantee of award.

Award Minimum: $25,000

Award Maximum: $500,000

Given the limited funding currently available, the Government may not be able to award grants to all eligible applications, nor even to all applications that meet or exceed the stated evaluation criteria.

Attachment: 2021 NOFO Maint Posting 01.15.21 Grants.gov ANG-201124-001_v1.0_Final (12570 : Grant Application- FAA Aviation Maintenance

Eligible entities may participate as a member of teams without limit. However, the Government will accept only one application from an eligible entity serving as a single applicant or as a Lead for a team submitting a proposal in response to this announcement. In other words, there is a general limitation of one application per eligible entity as the lead member, but that limitation does not restrict an eligible entity from participating as a *non-lead* team member on the application(s) of other eligible entities. The Lead entity will serve as the primary recipient of the grant award.

Submission of an application in Grants.gov is not a guarantee of award.

2. UNEXPENDED FUNDS

If the Government does not expend all funds under this NOFO, a second award cycle may occur at the sole discretion of the Government.

If a grant recipient does not expend the funds made available for the grant award, remaining funds will be de-obligated within 90 days of the end of the period of performance as part of the closeout activities.

3. PERIOD OF PERFORMANCE

The period of performance for grant awards under this Program will be 12 to 18 months from the effective date of the grant award. The recipient must submit the grant closeout report and a final invoice electronically to the FAA Grants Officer and, as designated by the FAA Grants Officer, any technical monitor within 90 days after the end of the grant award period of performance.

4. DEGREE OF FEDERAL INVOLVEMENT

In addition to all other customary and required Government oversight activities for grant programs of this type, the Government may conduct site visits of applicant institutions and facilities to observe curriculum delivery, review materials including, without limitation, books, records, activity plans, relevant documents, accounting procedures, processes, and related activities and resources. The Government will require semi-annual progress reports and final reports.

Attachment: 2021 NOFO Maint Posting 01.15.21 Grants.gov ANG-201124-001_v1.0_Final (12570 : Grant Application- FAA Aviation Maintenance

SECTION C - ELIGIBILITY INFORMATION

1. ELIGIBLE APPLICANTS

Per Authorizing Legislation, the following types of entities are identified as being eligible to apply for the Aviation Maintenance Technical Workers Workforce Development Grants:

(A) a holder of a certificate issued under part 21, 121, 135, or 145 of title 14, Code of Federal Regulations or a labor organization representing aviation maintenance workers;

(B) an accredited institution of higher education (as defined in section 101 of the Higher Education Act of 1965 (20 U.S.C. 1001)) or a high school or secondary school (as defined in section 7801 of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 7801); or

(C) a State or local governmental entity

In keeping with the Authorizing Legislation, grant recipients will be selected from the pool of qualified organizations noted above.

The Government does not have authority to award grants beyond the stated goal of the Program or to entities other than those identified above as eligible entities, nor does the Government have authority to provide scholarships or any form of financial assistance directly to individual applicants. However, the selected entities may offer scholarship opportunities as a funded activity, consistent with the requirements of the Act.

Proposers must ensure (and be prepared to document) that all individuals supporting the proposed project possess the legal ability to work within the United States throughout the period of performance.

Proof of Eligibility

Applicants are required to identify how they qualify under Section C (1) by uploading proof of eligibility. Applicants must provide copies of any applicable accreditations and certifications, as well as provide a brief statement as to which eligibility category the applicant is applying under. The Government reserves the right to validate proof of eligibility.

Partnerships

Individual entities, teams, and new providers able to prove they meet the eligibility requirements may apply for a grant. The Government encourages applicants to partner with others as

Attachment: 2021 NOFO Maint Posting 01.15.21 Grants.gov ANG-201124-001_v1.0_Final (12570 : Grant Application- FAA Aviation Maintenance

appropriate to satisfy Congressional intent in the Act and to otherwise meet the requirements of the merit criteria including, without limitation, to help the applicant provide additional opportunities, assistance, and resources to ensure success and sustainability of the proposed project.

2. COST SHARING OR MATCHING

The Authorizing Legislation does not require cost share or matching contributions in this Program.

3. OTHER

All applicants must be registered in www.sam.gov. Per 2 CFR 200.206(a)(2), the FAA will check the Federal Awardee Performance and Integrity System (FAPIIS) www.fapiis.gov. Entities found to be debarred or suspended will be automatically disqualified from participating in the Program.

SECTION D - APPLICATION AND SUBMISSION INFORMATION

1. ADDRESS TO REQUEST APPLICATION PACKAGE

Applicants may obtain application forms at Grants.gov under the NOFO number and Assistance Listing Number cited herein. Electronic applications must be submitted through Grants.gov. Information for registering and submitting applications through Grants.gov can be found in Appendix I of this announcement with detailed instructions on how to submit applications in Grants.gov. Please see Appendix I for information for obtaining accessibility assistance through Grants.gov support desk. For specific instructions and for the forms and attachments required at the time of submission, see https://www.Grants.gov/web/grants/applicants.html

Applicants who do not have broadband access and wish to obtain paper application packages may contact Grants Officer, Patricia Watts, at Patricia.Watts@faa.gov or by calling or texting (609) 703-3063.

2. CONTENT AND FORM OF APPLICATION SUBMISSION:

The applicant must complete and submit all required application package forms (see Appendix II), and upload the Application for Federal Assistance (SF-424) and required application package information, directly online at Grants.gov under the NOFO cited herein. Applicants should refer to https://www.Grants.gov/web/grants/forms.html to access instructions for the current (SF-424)

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and other forms used to create grant application packages in Grants.gov.

NARRATIVE GUIDELINES:

In accordance with the below instructions, applicants must attach a narrative file (the "Narrative") to their Application for Federal Assistance (SF-424) before submission in Grants.gov to successfully complete the proposal process. The applicant may also submit an appendix to the proposal to include items such as photographs, press releases, and other materials to further describe capabilities.

File Type: The Narrative and all attachments must be submitted as a PDF file.

Page Length: The maximum page length of the Narrative is 25 pages, not including the Budget and the Budget Narrative and other attachments.

Format: Narratives must be written in English using US Dollars, double spaced, using Times New Roman 12 Point Font with 1-inch margins, and page numbers must be placed in the lower right corner.

The Narrative must include a cover letter signed by the authorized official representing the applicant or the team of applicants, and the proposal must include the elements presented in the following order, while addressing the Merit Criteria stated in Section E:

VOLUME I

A. **Abstract:** Briefly describe work that is proposed to be completed and indicate whether the activities proposed are a complete project or part of a larger project. State the eligible project category(ies) from the above referenced Section A (4) that are applicable to the proposed project. The abstract should succinctly describe how this specific request for funding would achieve goals. Applicant should use the Project Abstract Summary Form found on www.Grants.gov to complete this section.

B. **Applicant information and coordination with other entities**: Clearly identify the primary applicant, any other organization(s) supporting the proposed project, any volunteers supporting the proposed project, and include any organizations to be funded by the Lead Entity as sub-recipients. Describe activities to be conducted in cooperation with all entities involved. Should a team submit a proposal, each team member must submit a letter of commitment to the project and team members must clearly designate one organization to serve as a Lead. An authorized official from the lead organization

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must submit the proposal on behalf of the team, and officially represent the members for administrative purposes. The Fiscal Officer identified by the Lead entity will be responsible for signing or co-signing the proposal submission, negotiating the final terms of the award with the FAA Grants Officer, accepting the grant on behalf of the team, and providing official reports, invoices and related materials as requested.

C. **Conflict of Interest**: If the primary applicant, a member of a proposed team, or an organization supporting the proposed project could create either a real or perceived conflict of interest, a detailed explanation on how the applicant will eliminate or manage any such risk must be provided. The Government will evaluate the applicant's explanation and determine, whether the real or perceived conflict of interest is sufficiently eliminated or mitigated. If it is not, the Government reserves the right to disqualify such applicant at its sole discretion.

D. **Proposal Narrative**: This narrative should address the evaluation criteria set forth in Section E below by including, without limitation, a description of the activities, objective(s), benefits, performance goals and measures for the work to be performed, any organizational experience that would enhance an applicant's capacity to carry out the proposed project, and the resources to be provided to support the proposal. Additionally, the applicant should provide a description of how the activities will be monitored, assessed, and documented to determine the extent to which performance goals and measures are achieved, including a timeline of the proposed activities.

E. **Funding Request:**

   a. **Detailed Budget**: Complete the detailed budget form (Budget Information for Non-Construction Programs, SF-424A) that describes both the direct and indirect costs associated with a particular project.

   b. **Budget Narrative:** Two page limit. Provide a justification of the proposed itemized expenditures including identification of any other existing or anticipated financial resources, or unmet funding needs, beyond this request to the FAA.

VOLUME II – Forms and Additional Attachments

See **Appendix II** for a complete list of required documentation required to be submitted with Narrative.

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3. UNIQUE ENTITY IDENTIFIER AND SYSTEM FOR AWARD AND MANAGEMENT (SAM)

A DUNS number or Unique Entity Identifier (UEI) is required for Grants.gov registration. The Office of Management and Budget requires that all applicants for Federal funds include a DUNS number or Unique Entity Identifier (UEI) in their applications for a new award or renewal of an existing award. A DUNS number or Unique Entity Identifier (UEI) is a unique nine-digit sequence recognized as the universal standard for identifying and keeping track of entities receiving Federal funds. The identifier is used for tracking purposes and to validate address and point of contact information for Federal assistance applicants, recipients, and sub recipients. The DUNS number or Unique Entity Identifier (UEI) will be used throughout the grant life cycle. Obtaining a DUNS number or Unique Entity Identifier (UEI) is a free, one-time activity that can be completed by calling 1-866-705-5711 or by applying online at http://fedgov.dnb.com/webform. Those serving as sub-recipients of grant awards must also provide their DUNS number or Unique Entity Identifier (UEI) .

All applicants for Federal financial assistance must maintain current registrations in the SAM database. An applicant must be registered in the SAM to successfully register in Grants.gov. The SAM database is the repository for standard information about Federal financial assistance applicants, recipients, and sub-recipients. Entities that have previously submitted applications via Grants.gov are already registered with SAM, as it is a requirement for Grants.gov registration. Please note, however, that applicants must update or renew their SAM registration at least once per year to maintain an active status; therefore, it is critical to check registration status well in advance of relevant application deadlines. Information about SAM registration procedures can be accessed at: https://www.sam.gov/portal/public/SAM/.

Each applicant, unless the applicant has an exception approved by the Federal awarding agency under 2 CFR § 25.110(d), is required to: (i) Be registered in SAM before submitting its application; (ii) provide a valid unique entity identifier in its application; and (iii) continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency.

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FAA may not make a Federal award to an applicant until the applicant has complied with all applicable unique entity identifier and SAM requirements and, if an applicant has not fully complied with the requirements by the time the Federal awarding agency is ready to make a Federal award, FAA may determine that the applicant is not qualified to receive a Federal award and use that determination as a basis for making a Federal award to another applicant.

4. SUBMISSION DATES AND DEADLINES

The FAA Aviation Maintenance Technical Workforce Development Grant Program application must be submitted in Grants.gov. Please see Appendix I of this announcement for detailed instructions on how to submit applications in Grants.gov.

Notice of Intent to Apply Due Date: January 29, 2021; 11:59pm Prevailing Eastern Time**.**

This communication is for governmental planning purposes and is not binding. Although not mandatory, **s**ubmission of the **Notice of Intent** to Apply is strongly recommended to aid the government in conducting a fair and efficient evaluation.

Eligible entities may declare their intention to apply for this funding opportunity by contacting the FAA Grants Officer via email: **Patricia.Watts@faa.gov** within 10 days of the publication of this Notice. Applications will not be accepted or considered with the Notice of Intent.

Proposing teams must clearly identify the Lead member and Fiscal Officer. Include in the submission all organizations participating on the team, the name and title of an officially authorized organizational representative for each member and contact information for each representative.

Applications Due Date/Time: March 22, 2021; 11:59 pm Prevailing Eastern Time

It is the responsibility of the applicant to allow for sufficient time to meet the Grants.gov application requirements stated at the time of this posting and to adhere to submission deadlines. Applications must be entered into Grants.gov by the application date and time stated.

Grants.gov will not accept applications after the due date and time.

Applicant Contact Information:

The applicant should include contact information requested as part of the SF-424. The FAA Grants Officer will use this information to contact applicants as necessary throughout the

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competitive process and to inform parties of FAA's decision regarding award determination. Contact information should be provided for a direct employee of the applicant who is authorized to act on behalf of the organization. Contact information for a contractor, agent, or consultant of the lead applicant or team members is insufficient for FAA's purposes.

It is imperative that applicants provide an accurate email address and a telephone number for themselves, each team member, and all key personnel.

Communications with applicants and the Grants Officer may take place throughout the application and selection process, at the Government's sole discretion. The purpose of communications is to ensure there are mutual understandings between the Government and applicants on all aspects of this Program and the applicant's submission. Information disclosed because of oral or written communication with an applicant may be considered in the evaluation of an applicant's submittal(s).

The Government reserves the right to conduct communications with specific applicants only, with all applicants, or with no applicants. Communications with one applicant do not necessitate communications with other applicants.

Questions:

Prior to the closing date of this announcement, questions may be submitted to the AWD-Grants@faa.gov. To the extent possible and in the sole discretion of the Government, the Government will respond to inquiries and answers will be posted on the Frequently Asked Questions (FAQs) page, which can be found on **http://www.faa.gov/go/awd**

Please Note: Other than the FAA Grants Officer, FAA and USDOT employees and support staff are not permitted to discuss or take questions regarding technical issues, the competition, or any matters related to this competition or the selection process.

5. INTERGOVERNMENTAL REVIEW

An application under this Notice of Funding Opportunity is not subject to the State review under E.O. 12372.

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6. FUNDING RESTRICTIONS

- **Pre-award costs:** The Government will not reimburse any pre-award costs or application preparation costs under the proposed award or otherwise.
- **Construction and Research Activities:** The Government will not reimburse for facility construction or research activities.
- **Administrative Cost Cap:** The Government caps Administrative Costs to **10%** of the total award.
- **Indirect Costs:** The Government accepts all Federal negotiated Indirect Cost Rates contingent upon applicant attaching proof of agreement with their Cognizant Agency to their application for this grant. The applicant can elect to accept **10%** of the *de minimis* indirect cost rate of modified total direct costs (MTDC) if the applicant does not have a current negotiated (including provisional) rate. Per 200.214(f), In addition to the procedures outlined in the appendices in paragraph (e) of this section, any non-Federal entity that does not have a current negotiated (including provisional) rate, except for those non-Federal entities described in appendix VII to this part, paragraph D.1.b, may elect to charge a *de minimis* rate of 10% of modified total direct costs (MTDC) which may be used indefinitely. No documentation is required to justify the 10% *de minimis* indirect cost rate. As described in § 200.403, costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as a non-Federal entity chooses to negotiate for a rate, which the non-Federal entity may apply to do at any time. The Government accepts all Federal negotiated Indirect Cost Rates contingent upon applicant attaching proof of agreement with Cognizant Agency to their application for this grant. The applicant can elect to accept **10%** of the *de minimis* indirect cost rate of modified total direct costs (MTDC) if the applicant does not have a current negotiated (including provisional) rate.

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- **Field Trips:** Field Trips are permissible but costs should be kept to a minimum. Field Trip related expenses must be reflected in the Budget and Budget Narrative using standard government rates which can be located at **https://www.gsa.gov/travel/plan-book/per-diem-rates**

SECTION E – APPLICATION REVIEW INFORMATION

1. CRITERIA

Proposals will be evaluated on the following merit critera; therefore, applicants must address each criterion in the order presented below and respond to each in the Proposal Narrative, Volume I:

Criterion 1—Project Plan

The extent to which the applicant has provided a clear and achievable plan to carry out the proposed project by including, without limitation, a clear and well-organized description of the proposed project including a detailed budget and budget narrative, schedule of activities, objective(s), performance goals and measures; and clearly defined roles and responsibilities to be undertaken by the lead entity and each team member for the work to be performed.

Criterion 2—Applicant Resources

The extent to which the applicant has demonstrated that it has the capacity to carry out the proposed project by clearly demonstrating that sufficient facilities, equipment, human and fiscal resources are available to provide for student and teacher/instructor recruitment, academic and career counseling, public outreach activities, and otherwise demonstrating that sufficient resources are available to achieve goals. Any examples of past activities and programs provided by applicant will be evaluated in terms of the extent to which such past activities and programs enhance the applicant's capacity to carry out the proposed project.

Criterion 3---Project Impact

The extent to which an applicant's proposed project approach supports the education and recruitment of aviation maintenance technical workers and the development of the aviation maintenance workforce. Applications should describe benefits and outcomes of the proposed project that are clearly mapped to the goal of the Program including, without limitation, the ability to replicate and disseminate program information to ensure sustainability, the strength of proposed partnerships and collaborative strategies to assist in

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the fulfilment of project objectives, outreach and recruitment efforts, and opportunities for apprenticeship assignments.

Criterion 4—Project Administration

The extent to which the applicant has demonstrated a clear and achievable plan to control administrative expenses, and a well-organized description of how the project activities will be monitored, assessed, and documented to determine the extent to which performance goals and metrics will be achieved.

2. REVIEW AND SELECTION PROCESS

FAA Subject Matter Experts will serve on teams to provide a Technical Evaluation and a Management and Fiscal Review. The Technical Evaluation Team will evaluate applications and rank order proposals based upon the Merit Criteria. The Management and Fiscal Review Team will conduct the Risk Assessment noted in Section E(2) and examine the proposed budget and supporting narrative to ensure that the applicant's proposed budget is reasonable and financially sound. The dual evaluation and review processes are intended to assure the selecting official that each proposal being considered for award meets or exceeds the criteria presented by the Government and mandated by Congress. Missing documents/items, or incomplete applications will be grounds for rejecting the application.

Complete applications from eligible entities will be provided to the Grants Officer for initial review to confirm that the applicant 1) meets the eligibility requirements as set forth in Section C.1, Eligible Applicants, and 2) has included all of the items specified in Section D.2, Content and Form of Application Submission. If an application does not meet the eligibility requirements as set forth in Section C.1, Eligible Applicants, or include all of the items specified in Section D.2, Content and Form of Application Submission, the Grants Officer may reject the application. As noted above, all single applicants and team Leads must be registered in www.sam.gov. Per the 2 CFR 200.206(a)(2), the Government will, as part of the initial screening process discussed in this section, check the Federal Awardee Performance and Integrity System (FAPIIS) www.fapiis.gov. Entities found to be debarred or suspended will be automatically disqualified from participating in the Program and such applications will not be forwarded to the Technical Evaluation Team for review. Eligible submissions that satisfy the initial screening referenced above will be prepared for the Technical Evaluation Team to evaluate using the merit criteria specified.

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Technical Evaluation Team members will evaluate each completed application that meets the eligibility requirements and will rate and rank order each submission. An unacceptable rating in any one merit criterion will eliminate the proposal from further consideration.

Using the definitions below, the Government will identify strengths, weaknesses and risks relative to the stated merit criteria set forth above.

Strength	An aspect of an application that would positively impact the likelihood of the applicant successfully carrying out the proposed project, that exceeds the requirements for grant award, or otherwise furthers the program goal of supporting the education and recruitment of aviation maintenance technical workers and the development of the aviation maintenance workforce.
Weakness	An aspect of an application that would negatively impact the likelihood of the applicant successfully carrying out the proposed project, that fails to meet the requirements for award, or otherwise fails to further the program goal to support the education and recruitment of aviation maintenance technical workers and the development of the aviation maintenance workforce.
Risk	An aspect of an application that presents an uncertainty as to the ability of the applicant to successfully carry out the proposed project, meet the requirements for award, or otherwise further the program goal to support the education and recruitment of aviation maintenance technical workers and the development of the aviation maintenance workforce.

Based upon the strengths, weaknesses and risks identified, the Government will assign an adjectival rating from the table below to each merit criteria. An overall adjectival rating from the below table will be assigned to the application based on the adjectival ratings of the individual merit criteria.

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ADJECTIVAL RATING	DEFINITION
EXCEPTIONAL	The applicant's proposal is highly compelling, comprehensive and demonstrates a thorough understanding of the goals of the Program and the merit criteria. There are very few, if any, weaknesses or risks and if there are any, they are minor. Strengths far outweigh any weaknesses or risks.
EXCEEDS STANDARDS	The applicant's proposal appropriately responds to the merit criteria and demonstrates a thorough understanding of the goals of the Program. The Applicant's response meets and exceeds the standard requirements for a "Meets Standard" rating but does not quite meet the standards for the Exceptional rating. There may be some weaknesses or risks, although they are mostly minor. Strengths outweigh any weaknesses or risks.
MEETS STANDARDS	The applicant's proposal is appropriate and adequately addresses the merit criteria. The application demonstrates an understanding of the program goals. There may be several weaknesses and/or risks; however, the combined impact of any strengths is approximately equal to the combined impact of any weaknesses or risks.
UNACCEPTABLE	The applicant's proposal does not provide sufficient information or does not respond adequately to the merit criteria, therefore, the applicant's proposal is inadequate. The proposal does not demonstrate a satisfactory understanding of the goals of the Program, contains many weaknesses or risks, and little or no strengths. Weaknesses or risks far outweigh any strengths. * Any proposal that is rated "Unacceptable" on any Merit Criterion will not be considered for selection.

The designated Lead evaluator for the Technical Evaluation Team will present to the Grants Officer the ratings and rank ordered list of submissions with a summary report and related materials. The Management and Fiscal Review Team will then conduct the Risk Assessment noted in Section E(2), and examine the proposed budget and supporting narrative to ensure that the applicant's proposed budget is reasonable and financially sound. The designated Lead Reviewer for the Management & Fiscal Review Team will prepare a summary report of the findings and present the report and related materials to the Grants Officer for further review and action.

The Government reserves the right to not make an award to a recipient based on the results of the risk assessment.

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The Secretary will determine the final selection and amount of funding for each proposed project after consideration of the findings of the grant selection team.

Should questions arise at any time during the application or evaluation process, the Grants Officer may contact the authorized official(s) named in the proposal.
The Grants Officer is the FAA official responsible for all communications with applicants following the publication of this NOFO through execution of final awards.

3. RISK ASSESSMENT

Pursuant to Section 4.5.1.2 (Applicant Risk) of the USDOT Guide to Financial Assistance and applicable law, 2 CFR 200.206, the Government is required to assess information about an applicant (and sub-recipient, as applicable) in order to evaluate the risks posed by a Recipient before they receive an award. The Management and Fiscal Review Team may incorporate the results of the Technical Evaluation Team's findings to determine applicant risk. In addition to consideration of the Technical Evaluation Team's findings as to risk, the Management and Fiscal Review Team may also consider, without limitation, the following additional factors as to applicants and sub-recipients, as applicable:

- Designated integrity and history of performance of past federal awards rough SAM (currently FAPIIS) (see 41 U.S.C. 2313). Per the guidelines on government-wide suspension and debarment in 2 CFR Part 180, the Government will confirm that the Recipient and any named sub-applicants are not debarred, suspended or otherwise excluded from or ineligible for participation in Federal programs or activities;
- Reports and findings from audits performed under Subpart F of 2 CFR Part 200 or the reports and findings of any other available audits;
- The applicant's ability to effectively implement statutory, regulatory, or other requirements imposed on non-Federal entities.
- Potential conflicts of interest on the part of the non-Federal entity. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy. 2 CFR 200.112

As noted above, the Government reserves the right to reject an application if the Government finds, at its sole discretion, that an applicant (and sub-recipient, as applicable) presents an unacceptable level of risk based on the findings of this risk assessment. Additionally, if risks are

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identified but can, in the Government's sole discretion, be sufficiently mitigated through the inclusion of special terms and conditions in the grant agreement or otherwise, the Government reserves the right to proceed with award subject to any additional terms and conditions it deems appropriate.

An applicant, at its option, may review information in the designated integrity and performance systems accessible through SAM and comment on any information about itself that a Federal awarding agency previously entered. The Government will consider any comments by the applicant, in addition to the other information in the designated integrity and performance system, in making a judgment about the applicant's integrity, business ethics, and record of performance under Federal awards when completing the review of risk posed by applicants as described in 2 CFR 200.206.

If the Government does not make a Federal award to a non-Federal entity because the official determines that the non-Federal entity does not meet either or both of the minimum qualification standards as described in 2 CFR 200.206, the Government will report that determination in FAPIIS. Entities found to be in violation of Federal Statutes or those that have previous disbarments will automatically be disqualified.

4. OTHER REVIEW CONSIDERATIONS

After the Technical Evaluation Review and Management & Fiscal Review, the Government may consider the following factors prior to final selection.

- Whether a project is located in a qualified opportunity zone designated pursuant to 26 U.S.C. § 1400Z-1;
- Whether a project is located in a qualified opportunity zone designated pursuant to 26 U.S.C. § 1400Z-1;
- Consistent with the Department's R.O.U.T.E.S. Initiative (https://www.transportation.gov/rural), the Department recognizes that rural transportation networks face unique challenges. To the extent that those challenges are reflected in the merit criteria listed in this section, the Department will consider how the activities proposed in the application will address those challenges, regardless of the geographic location of those activities; and

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- The Department will review and consider applications for funding pursuant to this NOFO in accordance with the President's September 2, 2020 memorandum, entitled Memorandum on Reviewing Funding to State and Local Government Recipients of Federal Funds that Are Permitting Anarchy, Violence, and Destruction in American Cities, consistent with guidance from the Office of Management and Budget and the Attorney General and with all applicable laws.

5. ANTICIPATED ANNOUNCEMENT AND FEDERAL AWARD DATES

The FAA anticipates announcing grant recipients in 3rd Quarter and making awards in 4th Quarter Fiscal Year 2021.

SECTION F – AWARD ADMINISTRATION INFORMATION

1. FEDERAL AWARD NOTICES

A. Selection Notification

The FAA Grants Officer will notify the recipient's Fiscal Officer or designated point of contact when selected for award. The Grants Officer will sign and send award documents to the official responsible to act on behalf of the applicant named as the designated point of contact in the proposal. The FAA will notify applicants not selected for award by email. The Grants Officer is the individual authorized by the Senior Procurement Executive to commit the Government to a course of action and bind the Federal Government to the expenditure of funds. Expenses incurred during proposal preparation are not reimbursed. The officially signed grant award, when executed, is the authorizing document that enables the recipient to begin the agreed upon activities.

Awards made under this Program are subject to the following:

2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. https://www.ecfr.gov/

These Terms and Conditions will be incorporated in the award by reference. Awardees receipt of funds is contingent on execution of the Government's award agreement.

B. Non-Selected Notification

The FAA Grants Officer will notify applicants that have not been selected, in writing, as promptly as possible after the determination has been made.

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2. ADMINISTRATIVE AND NATIONAL POLICY REQUIREMENTS

The applicant must adhere to all Local, State and Federal laws and directives including National Policies identified in required form SF-424B, Assurances Non-Construction, and including those outlined in the updated Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. To review the 2 CFR Part 200, effective November 2020, visit:

https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

Please see **Appendix III** for additional important policy statements.

3. REPORTING

The FAA is required to track recipient activities and requires reports on a routine basis. The following reports must be submitted electronically, unless otherwise requested by the FAA:

Quarterly Reports

At the discretion of the FAA Grants Officer, a quarterly report may be required, and must provide a narrative to include but not be limited to: activities performed during the period; accomplishments; sources of all funds and other contributions generated; fiscal expenditures; sub-awards made to team members and others; photographs, and other information as required or as deemed necessary to show progress.

Semi-Annual Progress Reports

The recipient must submit a semi-annual progress report within seven months from date of grant award. The report shall include an up-to-date summary of accomplishments and performance metrics by the recipient; obstacles and problems encountered, remedies or proposed solutions; noteworthy activities, events, or successes; and a Financial Statement of funds expended to date. Semi-annual Progress Reports must include the following details about the relevant Milestones and Goals:

- Detailed accounting of the activities conducted including activities of team members and number of students reached during the reporting period;
- Plans for accomplishments in the next reporting period;
- Problems or delays that the recipient has experienced in the conduct of the activities; and

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- Updated SF-425 Federal Financial Report 4040-0014 and SF-425A Federal Financial Report Attachment to document expenditures and the status of funds.

Final Closeout Report

The Grant Recipient must prepare and electronically submit the Grant Closeout report to the FAA Grants Officer within 90 days after the end of the grant award period of performance. The fully inclusive Closeout Report must document all progress, performance metrics and the final invoice with the federal financial report (SF-425).

SECTION G – FEDERAL AWARDING AGENCY CONTACT(S)

Questions may be directed to:

FAA Official Point of Contact:	Patricia Watts, Ph.D., Grants Officer Patricia.Watts@faa.gov

SECTION H – OTHER INFORMATION

A related Notice of Funding Opportunity is being released for the *FAA Aircraft Pilots Workforce Development Grant Program.*

Visit the FAA Workforce Development Grant Program website for more information grant opportunities: **http://www.faa.gov/go/awd**

The Federal Government is not obligated to make any Federal award as a result of this announcement.

The FAA Grants Officer is the official responsible for all communications with applicants following the publication of this NOFO, during negotiations of grant awards and through the lifetime of the award.

The officially warranted Grants Officer is authorized by the FAA Senior Acquisition Executive to bind the Federal Government to the expenditure of funds and commit the agency to a course of action.

[END OF NOTICE OF FUNDING OPPORTUNITY (NOFO)]

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APPENDIX I

GRANTS.GOV APPLICATION SUBMISSION AND RECEIPT PROCEDURES

This section provides the application submission and receipt instructions the FAA Aviation Maintenance Technical Workers Workforce Development Grant Program applications. Please read the following instructions carefully and completely.

1. Electronic Delivery

FAA Aviation Maintenance Technical Workers Workforce Development Grant Program is participating in the Grants.gov initiative to provide the grant community with a single site to find and apply for grant funding opportunities. The FAA encourages applicants to submit their applications online through Grants.gov.

The Applicant must certify that they have personally completed the application and that the information they are providing is complete and accurate. Information is subject to verification.

Grants.gov strives to ensure site accessibility for all of its users, and our web pages are designed to work with assistive technologies, such as screen readers. If you use assistive technology and are unable to access any material on thesite, please email the Grants.gov Support Center at support@grants.gov or call 1-800-518-4726. When contacting Grants.gov, please include the following information so that we can respond in a manner that is helpful to you:

- Nature of the accessibility issue
- Web address of the content you are attempting to access
- Your preferred format for the content
- Your contact information

2. How to Register to Apply through Grants.gov

a. *Instructions:* Read the instructions below about registering to apply for FAA funds. Applicants should read the registration instructions carefully and prepare the information requested before beginning the registration process. Reviewing and assembling the required information before beginning the registration process will alleviate last-minute searches for required information.

Organizations must have a Data Universal Numbering System (DUNS) Number, active System for Award Management (SAM) registration, and Grants.gov account to apply for grants

Creating a Grants.gov account can be completed online in minutes, but DUNS and SAM registrations may take several weeks. Therefore, an organization's registration should be done in sufficient time to ensure it does not impact the entity's ability to meet required application submission deadlines.

Complete organization instructions can be found on Grants.gov here: https://Grants.gov/web/grants/applicants/organization-registration.html

1) *Obtain a DUNS Number*: All entities applying for funding, including renewal funding, must have a DUNS Number from Dun & Bradstreet (D&B). Applicants must enter the DUNS Number in the data entry field labeled "Organizational DUNS" on the SF-424 form. For more detailed instructions for obtaining a DUNS Number, refer to: https://Grants.gov/web/grants/applicants/organization-registration/step-1-obtain-duns-number.html

2) *Register with SAM*: All organizations applying online through Grants.gov must register with the System for Award Management (SAM). Failure to register with SAM will prevent your

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organization from applying through Grants.gov. SAM registration must be renewed annually. For more detailed instructions for registering with SAM, refer to: https://Grants.gov/web/grants/applicants/organization-registration/step-2-register-with-sam.html

3) *Create a Grants.govAccount*: The next step is to register an account with Grants.gov. Follow the on-screen instructions or refer to the detailed instructions here: https://Grants.gov/web/grants/applicants/registration.html

4) *Add a Profile to a Grants.gov Account*: A profile in Grants.govcorresponds to a single applicant organization the user represents (i.e., an applicant) or an individual applicant. If you work for or consult with multiple organizations and have a profile for each, you may log in to one Grants.gov account to access all of your grant applications. To add an organizational profile to your Grants.gov account, enter the DUNS Number for the organization in the UEI (Unique Entity Identifier) field while adding a profile. For more detailed instructions about creating a profile on Grants.gov, refer to: https://Grants.gov/web/grants/applicants/registration/add-profile.html

5) *EBiz POC Authorized Profile Roles*: After you register with Grants.gov and create an Organization Applicant Profile, the organization applicant's request for Grants.gov roles and access is sent to the EBiz POC. The EBiz POC will then log in to Grants.gov and authorize the appropriate roles, which may include the AOR role, thereby giving you permission to complete and submit applications on behalf of the organization. You will be able to submit your application online any time after you have been assigned the AOR role. For more detailed instructions about creating a profile on Grants.gov, refer to: https://Grants.gov/web/grants/applicants/registration/authorize-roles.html

6) *Track Role Status*: To track your role request, refer to: https://Grants.gov/web/grants/applicants/registration/track-role-status.html

b. *Electronic Signature*: When applications are submitted through Grants.gov, the name of the organization applicant with the AOR role that submitted the application is inserted into the signature line of the application, serving as the electronic signature. The EBiz POC **must** authorize people who are able to make legally binding commitments on behalf of the organization as a user with the AOR role; **this step is often missed and it is crucial for valid and timely submissions.**

3. How to Submit an Application to the FAA via Grants.gov

Grants.gov applicants can apply online using Workspace. Workspace is a shared, online environment where members of a grant team may simultaneously access and edit different web forms within an application. For each funding opportunity announcement (FOA), you can create individual instances of a workspace.

Below is an overview of applying on Grants.gov. For access to complete instructions on how to apply for opportunities, refer to: https://Grants.gov/web/grants/applicants/workspace-overview.html

1) *Create a Workspace*: Creating a workspace allows you to complete it online and route it through your organization for review before submitting.

2) *Complete a Workspace*: Add participants to the workspace to work on the application together, complete all the required forms online or by downloading PDF versions, and check for errors before submission. The Workspace progress bar will display the state of your application process as you apply. As you apply using Workspace, you may click the blue question mark icon near the upper-right corner of each page to access context-sensitive help.

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a. *Adobe Reader*: If you decide not to apply by filling out web forms you can download individual PDF forms in Workspace. The individual PDF forms can be downloaded and saved to your local device storage, network drive(s), or external drives, then accessed through Adobe Reader.

NOTE: Visit the Adobe Software Compatibility page on Grants.gov to download the appropriate version of the software at: https://Grants.gov/web/grants/applicants/adobe-software-compatibility.html

b. *Mandatory Fields in Forms:* In the forms, you will note fields marked with an asterisk and a different background color. These fields are mandatory fields that must be completed to successfully submit your application.

c. *Complete SF-424 Fields First*: The forms are designed to fill in common required fields across other forms, such as the applicant name, address, and DUNS Number. Once it is completed, the information will transfer to the other forms.

3) *Submit a Workspace*: An application may be submitted through workspace by clicking the Sign and Submit button on the Manage Workspace page, under the Forms tab. Grants.gov recommends submitting your application package at least 24-48 hours prior to the close date to provide you with time to correct any potential technical issues that may disrupt the application submission.

4) *Track a Workspace Submission*: After successfully submitting a workspace application, a Grants.gov Tracking Number (GRANTXXXXXXXX) is automatically assigned to the application. The number will be listed on the Confirmation page that is generated after submission. Using the tracking number, access the Track My Application page under the Applicants tab or the Details tab in the submitted workspace.

For additional training resources, including video tutorials, refer to: https://Grants.gov/web/grants/applicants/applicant-training.html

Applicant Support: Grants.gov provides applicants 24/7 support via the toll-free number 1-800-518-4726 and email at support@Grants.gov. For questions related to the specific grant opportunity, contact the number listed in the application package of the grant you are applying for.

If you are experiencing difficulties with your submission, it is best to call the Grants.gov Support Center and get a ticket number. The Support Center ticket number will assist the FAA with tracking your issue and understanding background information on the issue.

4. Timely Receipt Requirements and Proof of Timely Submission

a. *Online Submission.* All applications must be received by 11:59pm prevailing Eastern Time on the due date established for each program. Proof of timely submission is automatically recorded by Grants.gov. An electronic date/time stamp is generated within the system when the application is successfully received by Grants.gov. The applicant with the AOR role who submitted the application will receive an acknowledgement of receipt and a tracking number (GRANTXXXXXXXX) from Grants.gov with the successful transmission of their application. This applicant with the AOR role will also receive the official date/time stamp and Grants.gov Tracking number in an email serving as proof of their timely submission.

When the FAA successfully retrieves the application from Grants.gov, and acknowledges the download of submissions, Grants.gov will provide an electronic acknowledgment of receipt of the application to the email address of the applicant with the AOR role who submitted the application. Again, proof of timely submission shall be the official date and time that Grants.gov receives your application. Applications

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received by Grants.gov after the established due date for the program will be considered late and will not be considered for funding by the FAA.

Applicants using slow internet, such as dial-up connections, should be aware that transmission can take some time before Grants.gov receives your application. Again, Grants.gov will provide either an error or a successfully received transmission in the form of an email sent to the applicant with the AOR role attempting to submit the application. The Grants.gov Support Center reports that some applicants end the transmission because they think that nothing is occurring during the transmission process. Please be patient and give the system time to process the application.

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APPENDIX II

Application Documentation Checklist

- ❑ Sam.gov registration
- ❑ DUNS Number
- ❑ Lead entity must provide proof of eligibility documentation
- ❑ Lead entity must provide a copy of most recent audit, if applicable
- ❑ A proposal submission includes the items noted above with the 25-page Narrative attachment, and the forms included in Volume II which may also contain additional supporting documentation tabulated as attachments.
- ❑ Project Lead identified and contact information included in application
- ❑ Application for Federal Assistance (SF 424) Form
- ❑ Budget Information:
    - ❑ Detailed Budget: Budget Information for Non-Construction Programs Attachment (SF-424A) Form
    - ❑ Budget Narrative: Two page limit attachment. Provide a justification of the proposed itemized expenditures including a detailed list of financial assistance (grants) obtained from other federal agencies in support of project activities discussed in your proposal.
- ❑ Assurances for Non-Construction Programs Attachment Form (SF-424B - Mandatory)
- ❑ Project Abstract Summary including identification of Eligible Project Attachment Form
- ❑ Grants.Gov Lobbying Attachment Form
- ❑ Project/Performance Site Location(s) Attachment Form
- ❑ Key Contacts/Personnel Attachment Form
- ❑ ACH Vendor Payment Enrollment Attachment (SF-3881) Form

NOTE: All forms and instructions can be downloaded from Grants.Gov/Forms. The applicant should attach the forms in the Application for Federal Assistance (SF 424) Form in #15 Attachment area.

***Applicant Assistance*:** Grants.gov provides applicants 24/7 support via the toll-free number 1-800-518-4726 and email at support@Grants.gov. For questions related to the specific grant opportunity, contact the number listed in the application package of the grant you are applying for. The FAA is not equipped to provide technical assistance with the Grants.gov application process.

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APPENDIX III

Uniform Administrative Requirements

The FAA will adhere to all National Policies identified in required form SF-424B, Assurances Non-Construction and further adhere to all guidelines for Federal Assistance Programs outlined in the updated Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. To review the 2 CFR Part 200, please visit:

https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

Notable Clauses:

A. ENGLISH LANGUAGE (2 CFR 200.211)

Federal financial assistance Applications must be submitted in the English language and the budget must be presented in terms of U.S. dollars.

B. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (2 CFR 200.216)

(a) Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology

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Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See Public Law 115-232, section 889 for additional information.

(d) See also 200.471.

[85 FR 49539, Aug. 13, 2020]

C. DATA RIGHTS

The Recipient must make available to the FAA copies of all work developed in performance with the grant, including but not limited to software and data. Data rights under the grant agreement shall be in accordance with 2 CFR 200.315, Intangible property.

D. KEY PERSONNEL

Pursuant to 2 CFR 200.308(c)(2), the Recipient must request prior written approval from the Grants Officer for changes in the Key Personnel specified in the proposal.

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E. ORDER OF PRECEDENCE

If necessary and in the Government's sole discretion, the FAA Grants Officer may review activities and associated costs with the Applicant's Fiscal Officer and negotiate changes prior to award, consistent with this NOFO and the Act.

F. DESIGNATION AS RESEARCH OR NON-RESEARCH AGREEMENT

The grant award is designated as: NON-RESEARCH

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GLOSSARY OF TERMS

Audit Report: The documentation following examination of records provided by an authorized official responsible for fiscal review of monetary and non-monetary matters relating to grant(s) to identify problems, if applicable, report findings, and provide remedies and recommendations for corrective action in order to prevent future recurrence

Authorizing Legislation. A law passed by Congress that establishes or continues a grant program.

Authorized Representative or Fiscal Officer: The official designated by the grant recipient having the authority to sign official documents and commit the entity to enter into agreements and comply with all provisions set forth in the grant award instrument.

Budget Narrative. Describes and justifies the information Detailed Budget, SF-424A, submission explaining requests for travel, equipment, personnel costs, etc.

Detailed Budget. The SF-424A is form included in a proposal that describes both the direct and indirect costs associated with a particular project. This form is generally accompanied by a narrative which justifies proposed expenses.

Disclosure of Lobbying Activities. SF-LLL Form is a required form used to report lobbying activities.

Evaluation Criteria. Criteria against which each proposal is assessed in order to determine technical merit and eligibility for funding.

Grant. The transfer of money, property, services, or anything of value to the recipient in order to accomplish a public purpose of support or stimulation. There is no substantial involvement between the Federal agency and the recipient during performance of the activity.

Grant Award. Fiscal instrument which contains all documentation applicable to support the funded activities.

Grant Closeout. The period during which it is determined that the recipient has performed all required work supported by a grant award or cooperative agreement and all necessary administrative actions are completed to make final fiscal adjustments to a recipient's account.

Grants.gov. A government website that lists Federal assistance opportunities, accepts electronic

Attachment: 2021 NOFO Maint Posting 01.15.21 Grants.gov ANG-201124-001_v1.0_Final (12570 : Grant Application- FAA Aviation Maintenance

submission, and assigns a Grants.gov tracking number to proposals submitted for consideration of potential awards. If selected for award, the Grants.gov tracking number is replaced by FAA with a program specific Grant Award number.

Grants Officer. Warranted official who negotiates, executes, administers, modifies, and terminates grant awards as authorized under the Federal statutes with delegated authority from the Senior Procurement Executive.

Indirect Costs. Costs of an organization incurred for common or joint objectives which cannot be readily and specifically identified with a particular grant or other institutional activity.

Indirect Cost *de minimis*. An award recipient that proposes to use federal grant funds to pay for **indirect costs** but does not currently have a negotiated **indirect cost** rate may elect to charge a ***de minimis*** rate of up to 10% of its modified total direct **costs** (MTDC) which may be used indefinitely. Per 2 CFR 200.414(f) In addition to the procedures outlined in the appendices in paragraph (e) of this section, any non-Federal entity that does not have a current negotiated (including provisional) rate, except for those non-Federal entities described in appendix VII to this part, paragraph D.1.b, may elect to charge a *de minimis* rate of 10% of modified total direct costs (MTDC) which may be used indefinitely. No documentation is required to justify the 10% *de minimis* indirect cost rate. As described in 2 CFR 200.403, costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as a non-Federal entity chooses to negotiate for a rate, which the non-Federal entity may apply to do at any time.

Indirect Cost Agreement. Document negotiated with the institution's cognizant Federal audit agency (Health and Human Services, Department of Defense, etc.), currently in force listing the most recent rates to be applied for indirect costs.

Pre-Award Costs. Any cost incurred by the applicant prior to the execution of the award.

Project Description. A portion of the proposal that describes specifically how the proposer intends to implement the project, stated goals and objectives.

See Project Description in **Section D**

Attachment: 2021 NOFO Maint Posting 01.15.21 Grants.gov ANG-201124-001_v1.0_Final (12570 : Grant Application- FAA Aviation Maintenance

Proposal. An application for a grant or cooperative agreement containing all the information and forms necessary to comply with relevant requirements.

Key Contact Form. A required form included in the proposal that requests specific information pertaining to key staff.

Attachment: 2021 NOFO Maint Posting 01.15.21 Grants.gov ANG-201124-001_v1.0_Final (12570 : Grant Application- FAA Aviation Maintenance

PROGRAM ADMINISTRATOR

Aviation Powerplant Mechanics/Unmanned Aircraft Systems (UAS) Operations

The [**PROGRAM ADMINISTRATOR**] aviation program is an Aviation Maintenance Technician School (AMTS) certified by the Federal Aviation Administration (FAA) to train and certify prospective aircraft mechanics for careers in the airline industry, in aviation maintenance facilities, and in commercial and General Aviation (GA). Additionally, students will take additional coursework in the area of Unmanned Aircraft Systems (UAS) in preparation of a Federal Aviation Administration (FAA) ground school examination for Private Pilot rating.

Program Overview

The Aviation Powerplant Mechanics program is designed to prepare students for employment or advanced training in the commercial and general aviation industry. Instruction is designed to prepare students for Federal Aviation Administration (FAA) license examinations for Airframe ratings. Federal Aviation Regulation (FAR) Part 147 identifies minimum requirements for the certification and operation of an AMTS. The regulation includes both the curriculum requirements and the operating rules for all certificated AMTSs. The knowledge, skills, and abilities required of mechanics are considerable and demand high-quality training. Therefore, the FAA requires high standards from the AMTS.

The Aircraft Airframe and Powerplant (A&P) Technician profession offers a vast array of career opportunities ranging from general aviation to commercial aviation, from aircraft or component manufacturers to aircraft repair, and overhaul at both domestic and foreign fixed base operations. Aviation Maintenance Technology consists of two programs with one common core and two additional occupational completion points (per program), and is designed to train students in the skills, knowledge, and related abilities necessary for entry into the aviation maintenance profession. The student will be prepared for the Federal Aviation Administration Airframe and Powerplant (A&P) Certification.

STUDENTS WISHING TO CONTINUE TO THE AVIATION POWERPLANT MECHANIC PROGRAM WILL NEED TO ENROLL FOR ANOTHER 810 HOURS AT A TUITION RATE OF $2,170.80 PLUS REGISTRATION/FACILITY USAGE ($190.00) AND LAB FEES ($300.00) AND THE POWERPLANT TEXTBOOK KIT ($147.01) FOR A TOTAL OF: $2,897.81.

Employment Opportunities

- Aviation General Maintenance Technician
- Airframe Maintenance Technician
- Powerplant Maintenance Technician

Attachment: Aviation Powerplant Mechanics Program_ (12570 : Grant Application- FAA Aviation Maintenance Technical Workers Workforce

Aviation Powerplant Mechanics and Unmanned Aircraft Systems (UAS)

What You'll Learn

- Perform basic aircraft drawing skills.
- Demonstrate aircraft weight and balance skills.
- Perform ground operations and servicing duties.
- Demonstrate mathematical skills.
- Maintain forms and records.
- Apply principles of basic physics.
- Demonstrate the use of maintenance publications and appropriate communication skills.
- Demonstrate employability skills as an Aviation Maintenance General Technician.
- Maintain aircraft fluid lines and fittings.
- Perform aircraft materials and processes skills, cleaning and corrosion-control operations and perform basic electricity skills.
- Interpret mechanic privileges and limitations.
- Perform basic reciprocating engine skills, turbine engine skills and engine inspection.
- Maintain engine instrument systems, engine fire-protection systems, engine electrical systems, lubrication systems, ignition and starting systems.
- Maintain fuel-metering systems, engine fuel systems, induction and engine airflow systems, engine cooling systems, engine exhaust and reverser systems.
- Maintain aircraft propellers, unadducted fans and auxiliary power units.
- Demonstrate knowledge of FAA Powerplant licensing requirements.
- Demonstrate employability skills for an Aviation Maintenance Powerplant Technician (AMT) with an FAA Powerplant rating.
- Demonstrate an understanding of entrepreneurship opportunities in
- Aviation Powerplant Maintenance occupations.
- Maintenance and operations of Unmanned Aircraft Systems (UAS)

Aviation Powerplant Mechanics Program Requirements

Program Costs

$3,628.72	Florida Resident Tuition ($2.68/hour x 1350 hours
$401.44	Bookstore Costs
$112.50	Registration Fee ($45.00 per semester x 2.5)
$125.00	Facility Usage Fee ($50.00 per semester x 2.5)
$750.00	Lab Fee ($300.00 per semester x 2.5)
$90.00	Miscellaneous Fee (paid first semester)
$5,157.66	Total

Aviation Powerplant Mechanics Program Requirements

1,354 Hours Required

OCP	COURSE NUMBER	TITLE	LENGTH
A	AMT0705	Aviation Maintenance General Technician	540 hours
B	AMT0775	Aviation Maintenance Powerplant Technician 1	540 hours
B	AMT0776	Aviation Maintenance Powerplant Technician 2	270 hours
C	PPG1	Private Pilot Ground School	
C	UAS001	Unmanned Aircraft Systems Operations 1	
C	UAS002	Unmanned Aircraft Systems Operations 2	
C	UAS003	Unmanned Aircraft Systems Operations 3	

Attachment: Aviation Powerplant Mechanics Program_ (12570 : Grant Application- FAA Aviation Maintenance Technical Workers Workforce

Aviation Powerplant Mechanics Program Requirements

Program Instructors

Executive Director, Quality

Phone:

Email:

Instructor of Aviation Maintenance Technology

Phone:

Email:

Attachment: Aviation Powerplant Mechanics Program_ (12570 : Grant Application- FAA Aviation Maintenance Technical Workers Workforce

Aviation Instructor

Phone:

Email:

Attachment: Aviation Powerplant Mechanics Program_ (12570 : Grant Application- FAA Aviation Maintenance Technical Workers Workforce

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	RESTORE Act: Review Current County projects
AGENDA DATE:	**March 09, 2021**

BRIEF OVERVIEW:

Citrus County is a direct recipient of RESTORE Act Direct Component (Pot 1) funding, the County has been allocated approximately $4,363,502 over a 15 year period (2017-2031). To receive this funding the County is required to develop a Multi Year Implementation Plan (MYIP) and have it approved by the United States Department of the Treasury. Citrus County's MYIP was approved by the Treasury on 7/18/2018. The County may update the projects in the MYIP whenever needed.

Florida is one of five states receiving RESTORE Act Spill Impact Component (Pot 3) funding. Citrus County is a subrecipient of the State and will have access to approximately $12,660,000 from Pot 3 over a 15 year period (2019-2034). To meet the RESTORE Act requirements to receive funding, The State of Florida created The Gulf Consortium to develop the State Expenditure Plan (SEP) and oversee implementation. Historically The Gulf Consortium amends the SEP once a year, the Board has the ability to amend, remove or add projects.

Staff would like to know if the Board wishes to make any changes to the County's MYIP or the SEP so they can provide that information to the Treasury or The Gulf Consortium as needed.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
					$0

No budgetary impact

RECOMMENDED ACTION:

a. Discuss the Citrus County projects currently approved in the County's Multi Year Implementation Plan and the State Expenditure Plan.

b. Provide staff direction on amending, removing or adding any projects to the County's Multi Year Implementation Plan or the State Expenditure Plan.

RESTORE ACT Direct Component Multiyear Plan Matrix — Department of the Treasury									OMB Approval No. 1505-0250
Applicant Name:	Citrus County, Florida								
1. MULTIYEAR PLAN VERSION (INITIAL OR AMENDMENT NUMBER):	Initial		**2a. DATE OF INITIAL MULTIYEAR PLAN ACCEPTANCE (mm/dd/yyyy):**				**2b. DATE OF LAST MULTIYEAR PLAN ACCEPTANCE:**		
3. CUMULATIVE DIRECT COMPONENT ALLOCATION AVAILABLE FOR DISTRIBUTION TO APPLICANT:			$1,140,508.37		**4. TOTAL ALLOCATIONS PLUS KNOWN FUNDS NOT YET DEPOSITED IN TRUST FUND FOR DIRECT COMPONENT:**				$4,363,502.85
5. Primary Direct Component Eligible Activity Further Described in Application (Static Field)	**6. Activity Title (Static Field)**	**7. Location (Static Field)**	**8. Estimated Total Funding Contributions For Proposed Activity(ies)(refer to Instructions)**				**9. Proposed Start Date mm/dd/yyyy**	**10. Proposed End Date mm/dd/yyyy**	**11. Status (refer to Instructions)**
			8a. Direct Component Contribution	**8b. Other RESTORE Act Contribution**	**8c. Other Third Party Contribution**	**8d. Total Contribution**			
Infrastructure projects benefitting the economy or ecological resources, including port infrastructure	Crystal River Riverwalk Project Phase II	Crystal River, Fl	$1,024,150.00	$0.00	$3,275,850.00	$4,300,000.00	09-2018	09-2022	
Promotion of tourism in the Gulf Coast Region, including recreational fishing	Old Homosassa Heritage Park	Citrus County, Fl	$850,000.00	$0.00	$850,000.00	$1,700,000.00	06-2024	06-2025	
	12. ESTIMATED TOTAL FUNDING CONTRIBUTIONS FOR ACTIVITY(IES) (refer to Instructions)		$1,874,150.00	$0.00	$4,125,850.00	$6,000,000.00	**Please note: Grant awards may reflect non-material changes in proposed dates and estimated funding.**		

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 1505-0250. Comments concerning the time required to complete this information collection, including the time to review instructions, search existing data resources, gathering and maintaining the data needed, and completing and reviewing the collection of information, should be directed to the Department of the Treasury, Office of Gulf Coast Restoration, 1500 Pennsylvania Ave., NW, Washington, DC 20220.

Attachment: Treasury APPROVED MYIP (12560 : RESTORE Act: Review Current County projects)

RESTORE ACT Direct Component Multiyear Plan Narrative

Department of the Treasury

OMB Approval No. 1505-0250

Directions: Use this form for the Initial Multiyear Plan and any subsequent amendments to an accepted Multiyear Plan. For amendments, include only new and/or materially modified activities.

Multiyear Plan Version (Initial or Amendment Number):	Initial
Date of Initial Multiyear Plan Acceptance:	
Date of Last Multiyear Plan Revision Acceptance:	

Eligible Applicant Name:	Citrus County Government
Name and Contact Information of the Person to be contacted (POC) on matters concerning this Multiyear Implementation Plan:	
POC Name:	Larry Brock
POC Title:	Assistant Public Works Director
POC Email:	Larry.Brock@citrusbocc.com
POC Phone:	352-527-5477

NARRATIVE DESCRIPTION:

1. A description of each activity, including the need, purpose, objective(s), milestones and location. Include map showing the location of each activity.

PROJECT 1: Crystal River Riverwalk, Phase II

PROJECT DESCRIPTION: The Crystal River Riverwalk Waterward Project Phase II is a pedestrian boardwalk designed to integrate into the Riverwalk Landward Phase I now in construction. Riverwalk, Phase II construction will consist of approximately: 9,763 sq. ft. of concrete boardwalk at grade; 7,395 sq. ft. of elevated concrete boardwalk on pilings; 2,245 sq. ft. of timber boardwalk, ramps, and stairs; one (1) large and two (2) small viewing shelters; and component railings, handrails, fencing, access gates, etc. Features and amenities proposed includes signage, light fixtures, electrical convenience outlets, benches, bike racks, litter and recyclable receptacles, safety bollards, landscaping and irrigation, etc. Phase II also includes the elements to facilitate the transition to the landward section.

The project will address local economic development needs by providing additional recreational opportunities and increasing connectivity among existing attractions along a coastal waterway in an established Community Redevelopment Area (CRA). The location of the project is located in downtown Crystal River along Kings Bay beginning on U.S. Highway 19 at NW 6th Avenue to NW 2nd Avenue, connecting on land to NW 1st Avenue and south to Kings Bay Park on NW 3rd Street.

NEED: Enhancement with in the downtown waterfront area and increased connectivity through a system of pathways linking existing public facilities, including parks, multi-use trails and public parking areas, with other local attractions. At present, there are a limited number of pedestrian connections between existing waterfront businesses and limited access to pedestrians who are not patrons of those businesses. This can be a deterrent to consumers who want to visit nearby waterfront businesses but don't want to deal with driving to several locations and having to find parking. The goal of the Riverwalk Project is two-fold: revitalization of the downtown area, with the Kings Bay waterfront being the focal point for activities and tourism; and improvement of recreational infrastructure to promote Eco-tourism, the key economic driver for the local community.

Attachment: Treasury APPROVED MYIP (12560 : RESTORE Act: Review Current County projects)

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 1505-0250. Comments concerning the time required to complete this Information collection, including the time to review instructions, search existing data resources, gathering and maintaining the data needed, and completing and reviewing the collection of information, should be directed to the Department of the Treasury, Office of Gulf Coast Restoration, 1500 Pennsylvania Ave., NW, Washington, DC 20220.

PURPOSE: This boardwalk will provide easy access to patrons as well as residents and tourists an opportunity to view a much greater area of the Kings Bay Waterfront. This access designed to encourage private funding economic development and help revitalize the Community Redevelopment Area by greatly increasing the connectivity of the waterfront area.

OBJECTIVES: Riverwalk, Phase II is designed to integrate into Riverwalk, (Landward) Phase one now in construction. The project will address local economic development needs by providing additional recreational opportunities and increasing connectivity among existing attractions along a coastal waterway in an established Community Redevelopment Area (CRA)

MILESTONES:
1. Advertise for bid
2.Award contract
3.Notice to Proceed
4.Completion

LOCATION: The location of the project is located in downtown Crystal River along Kings Bay beginning on U.S. Highway 19 at NW 6th Avenue to NW 2nd Avenue, connecting on land to NW 1st Avenue and south to Kings Bay Park on NW 3rd Street.

Restore Act Direct Component $1,024,150, 3rd Party funds of $3,275,850. The County intends to increase the Direct Component to $1,702,868 once sufficient funds become available sometime in 2022, and decrease the 3rd party funding to $2,597,132.

PROJECT 2: Old Homosassa Heritage Park

PROJECT DESCRIPTION: The Old Homosassa Heritage Park project will include the purchase of 2.02 acres of waterfront property on the Homosassa River to provide public access via existing docks, to the water and shoreline and habitat preservation. The park will ultimately have a recreational area, picnic area, a public canoe and kayak launch, benches for scenic viewing of the river, a children's play area and potentially a fishing and commercial heritage museum, however these improvements are not included in this phase of the project.

NEED: Currently the residents and tourists of Homosassa have no public access to the River to launch a canoe or kayak, or any recreation area that is free of charge. The only public access to the River as of now is a boat ramp, and although the Homosassa Springs State Park provides recreation they charge daily fees of $13.00 for adults and $5.00 for children.

PURPOSE: To promote tourism by increasing public access to the Homosassa River via existing docks, which the State has designated an "Outstanding Florida Waterway". Providing this access will give residents and tourists another, cheaper, way to enjoy Citrus County and hopefully prolong their visit.

OBJECTIVE: Purchase 2.02 acres of waterfront property on Homosassa River, to provide public access to the water and promote tourism. The County will own and operate the property as a tourism venue; however, the County would like to reach an agreement with a local volunteer organization to maintain the Park and potentially convert a historic house into a heritage museum.

MILESTONES:
1.Property purchase
2.Park open to the public as a County Park

LOCATION: 5380 S Boulevard Dr, Homosassa, FL 34448

Attachment: Treasury APPROVED MYIP (12560 : RESTORE Act: Review Current County projects)

2. How the applicant made the multiyear plan available for 45 days for public review and comment, in a manner calculated to obtain broad-based participation from individuals, businesses, Indian tribes, and non-profit organizations, such as through public meetings, presentations in languages other than English, and postings on the Internet. The applicant will need to submit documentation (e.g., a copy of public notices) to demonstrate that it made its multiyear plan available to the public for at least 45 days. In addition, describe how each activity in the multiyear plan was approved after consideration of all meaningful input from the public and submit documentation (e.g., a letter from the applicant's leadership approving submission of the multiyear plan to Treasury or a resolution approving the applicant's multiyear plan).

Citrus County's MYIP public review and comment period began on 1/23/18. The County's MYIP and a comment section were posted on the Citrus County RESTORE Act web page on 1/23/18 (http://citrusbocc.com/pubworks/restoreact/restore-act.htm). A notice for the MYIP public comment period was also placed on the Citrus County BOCC home page on 1/23/18, with a link to the RESTORE Act page. The MYIP public comment period was announced at the Citrus County Board of County Commissioners regular meeting on 1/23/18. A notice for the MYIP public comment period was published in the Citrus County Chronicle (local newspaper) on 2/3/18, and a notice for the public hearing for the review of the MYIP comments was also published by the Citrus County Chronicle on 3/26/18. This notice included the date and location of the public hearing and contact information for citizens who required accommodations or a translator. The public review and comment period ended on 3/8/18, only one written comment was received and was in opposition to the Old Homosassa Heritage Park. The comment was read at the public hearing on 4/10/18, the public meeting agenda also included a response to the comment. The Citrus County Board of County Commissioners approved the MYIP as presented at the public hearing, with no changes to the MYIP or projects. There was public comment received at the public hearing, however all of the comments were positive.

3. How each activity included in the applicant's multiyear plan matrix meets all the requirements under the RESTORE Act, including a description of how each activity is eligible for funding based on the geographic location of each activity and how each activity qualifies for at least one of the eligible activities under the RESTORE Act.

PROJECT 1: Crystal River Riverwalk, Phase II

This Crystal River Riverwalk is RESTORE Act eligible as an infrastructure project benefiting the economy or ecological resources, including port infrastructure by constructing a series of pathways along a portion of Kings Bay, which is located on Florida's Gulf Coast because it is public infrastructure as defined by the RESTORE Act Final Rule as public facilities needed to support commerce and economic development.

The Riverwalk is located in Citrus County which is in the Gulf Coast Region.

PROJECT 2: Old Homosassa Heritage Park

This activity meets the RESTORE Act eligibility requirement for promotion of tourism in the Gulf Coast region, including recreational fishing by providing public access to the Homosassa River for canoeing, kayaking and other recreational activities. This public access will create a new opportunity for residents and tourists to enjoy the River and hopefully bring

Attachment: Treasury APPROVED MYIP (12560 : RESTORE Act: Review Current County projects)

more tourists to the County.

Old Homosassa Heritage Park is located in Citrus County which is in the Gulf Coast Region.

4. Criteria the applicant will use to evaluate the success of the activities included in the multiyear plan matrix in helping to restore and protect the Gulf Coast Region impacted by the Deepwater Horizon oil spill.

PROJECT 1: Crystal River Riverwalk, Phase II
Success will be measured by the completion of the over 18,000 linear feet of Riverwalk boardwalk providing access to anyone who wants to visit the businesses along Kings Bay or just enjoy public access to the waterfront.

PROJECT 2: Old Homosassa Heritage Park
Success will be measured by purchasing the 2.02 acres needed for the Park, and creating a venue for tourism.

5. How the activities included in the multiyear plan matrix were prioritized and list the criteria used to establish the priorities.

The individual projects submitted from the public for possible Direct Component Funding, were ranked against other projects based on the project ranking criteria that was established by the BOCC at the July 28th, 2015 meeting.

The ranking criteria included the following categorizes

1. Regional Impact
2. Technical Feasibility
3. Readiness for Implementation
4. Environmental Benefits
5. Economic Benefits
6. Number of Citizens Benefited
7. Available Funding Match
8. Regulatory Feasibility

A score of 0 to 5 was assigned for each of the categories and staff presented the project rankings to the BOCC on February 23rd, 2016. The Crystal River Riverwalk project ranked first, and the Old Homosassa Heritage Park was submitted for funding under Pot 3 however it was not selected because at the time there was no funding match. In 2017 the State of Florida appropriated $850,000 towards the purchase of property for the Old Homosassa Heritage Park, the project was then included in Pot 1 funding since all Pot 3 projects had been selected.

Attachment: Treasury APPROVED MYIP (12560 : RESTORE Act: Review Current County projects)

6. If applicable, describe the amount and current status of funding from other sources (e.g., other RESTORE Act contribution, other third party contribution) and provide a description of the specific portion of the project to be funded by the RESTORE Act Direct Component.

PROJECT 1: Crystal River Riverwalk, Phase II

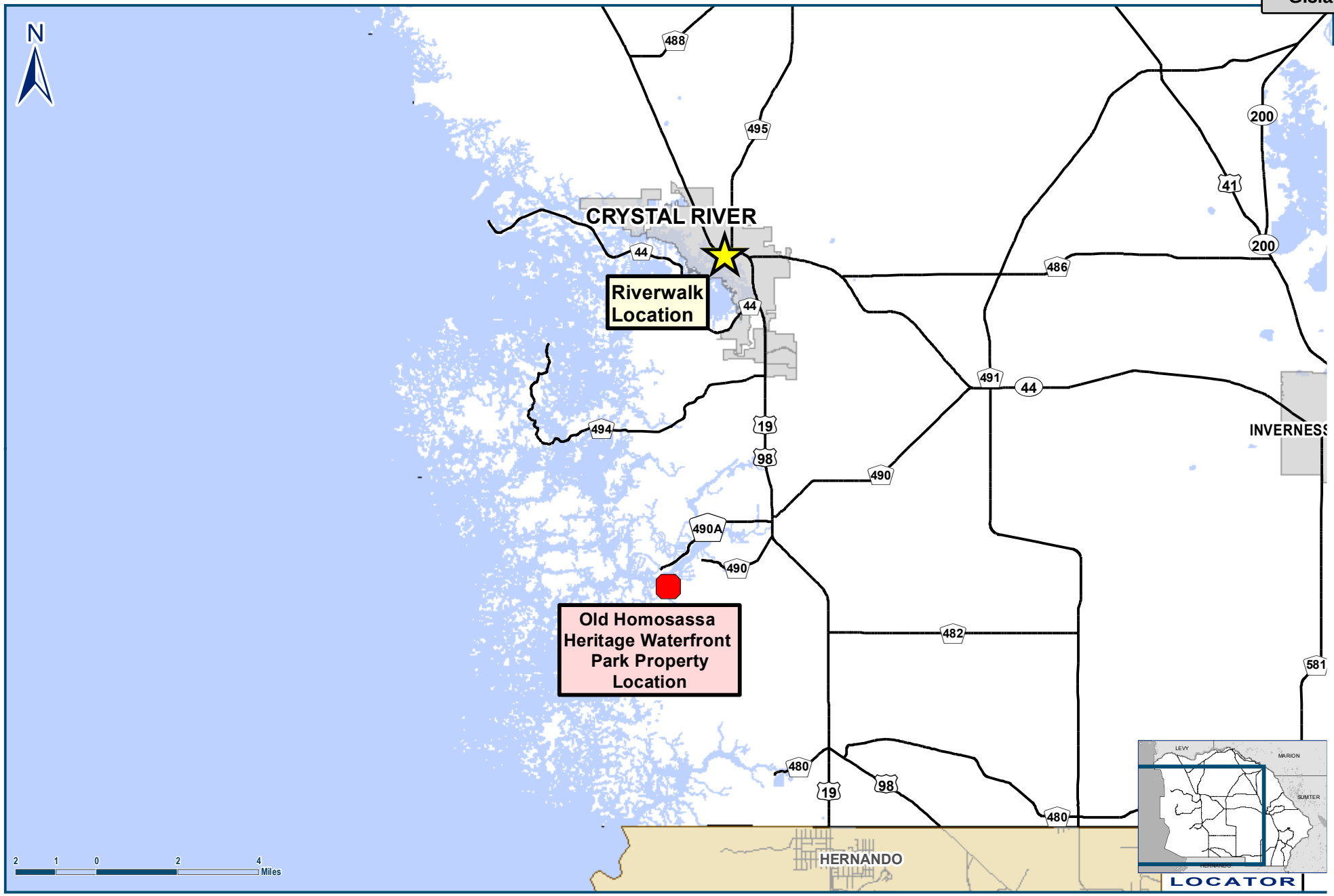
The City of Crystal River will be using Community Redevelopment Area funds to provide the additional funding necessary for the Crystal River Riverwalk project. RESTORE Act funding of $1,702,868 will be used along with Crystal River CRA funds not to exceed $2,597,132. All costs are subject to final engineering estimates.

PROJECT 2: Old Homosassa Heritage Park

The Florida State Legislature has approved the County's request for funding in the amount of $850,000, to be combined with RESTORE Act funds of $850,000, to purchase the 2.02 acres needed for the Park.

The County may proceed with these projects with their own funds prior to the timeframes identified in the matrix and seel reimbursement of those funds from RESTORE when RESTORE funds become available.

Attachment: Treasury APPROVED MYIP (12560 : RESTORE Act: Review Current County projects)



Legend

- Crystal River Riverwalk Location
- Old Homosassa Heritage Waterfront Park Property Location

Citrus County RESTORE ACT
Direct Component Multiyear Plan
Location Map

Geographic Information Systems

Prepared By : Kristi Fuller, GISP
Date: November 6, 2017
Source: Enterprise Geodatabase
Map Number: KF001234

Jim Faulkner
Director

This information is to be used for general purposes only. The Citrus County Geographic Information Systems Division makes every effort to provide content that is accurate and complete as of the date it is printed. However, all information provided must be independently verified by the user.

Citrus County shall not be liable for any claims, demands, or losses of any kind in connection with the use of this information, including but not limited to, damages or losses caused by reliance upon the accuracy or timeliness of this information and the viewing, copying, or distributing of these materials.

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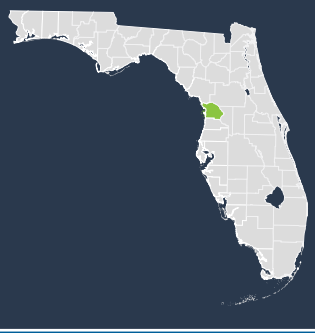
CITRUS COUNTY

NW Quadrant Sewer Force Main Project



PROJECT NO. 13-1

Project Description

OVERVIEW AND LOCATION

This project involves the extension of a wastewater force main to areas in Citrus County that are served primarily by septic systems and private wastewater treatment package plants. The wastewater will be routed to a regional wastewater treatment plant to produce reclaimed water, which will be routed to a local golf course for beneficial reuse as irrigation supply. The force main will be located along U.S. Highway 19 in the northwest quadrant of Citrus County (**Figure 13-1A)**.

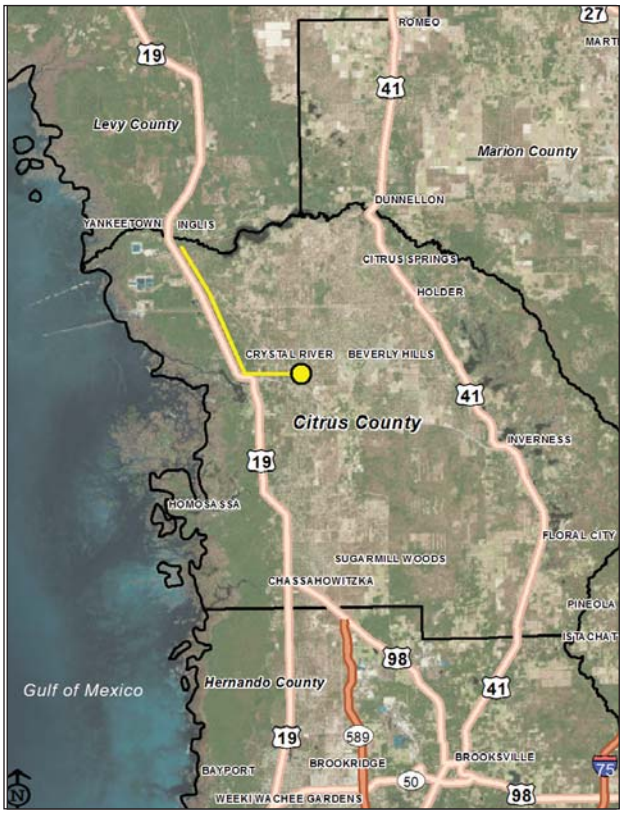


Figure 13-1A. Location of the NW quadrant sewer force main in Citrus County.

NEED AND JUSTIFICATION

Crystal River/Kings Bay is the second-largest springs group in Florida, with more than 70 springs scattered within the 600-acre bay. The springs are the headwaters of Crystal River, which is a short, tidal river that flows 7 miles from the headsprings to where it meets the Gulf of Mexico at Crystal Bay in Citrus County, Florida. The Crystal River/Kings Bay springshed, which contributes groundwater to Crystal River/Kings Bay springs, is approximately 250 square miles of urbanized and agricultural lands, forested uplands, and wetlands. This springshed covers much of Citrus County.

In recent decades, the Crystal River/Kings Bay system has been impacted by reduced water clarity, an altered submerged aquatic vegetation community, and elevated nutrients in the related spring systems. The Florida Department of Environmental

Attachment: Approved Citrus County SEP (12560 : RESTORE Act: Review Current County projects)

Attachment: Approved Citrus County SEP (12560 : RESTORE Act: Review Current County projects)

Protection (FDEP) determined that nutrients contribute to the degraded condition of Kings Bay and some associated springs, and therefore set a total maximum daily load (TMDL) for nutrients, establishing a nutrient threshold to use as a restoration target (FDEP, 2014). The FDEP reported the following in their Crystal River/Kings Bay Basin Management Action Plan (BMAP):

> *"The Florida Aquifer and Springs Protection Act specifies that if, during the development of a BMAP for an Outstanding Florida Spring (OFS), FDEP identifies on site treatment and disposal systems (OSTDS) as contributors of at least 20% of nonpoint source nitrogen pollution in a primary focus area (PFA) or if DEP determines remediation is necessary to achieve the total minimum daily limits (TMDLs), the BMAP shall include an OSTDS remediation plan. Based on the Crystal River/ Kings Bay Nitrogen Source Inventory and Loading Tool (NSILT) results, septic systems contribute approximately 40% pollutant in the PFA."*

Removing septic system impacts has been identified as a priority water quality management action for the Crystal River/Kings Bay systems by the Southwest Florida Water Management District (SWFWMD) (2015). Water quality management plans for restoring impaired spring systems to a healthy condition focus on reducing anthropogenic nutrient inputs to those systems. With respect to nutrient inputs from septic systems, this is especially critical in areas underlain by karst features with a thin overburden. This project will decrease nutrient loads to the Crystal River and Kings Bay by removing impacts of existing septic systems and by preventing the installation of additional systems in areas with karst features and thin overburden.

PURPOSE AND OBJECTIVES

The purpose of this project is to take off-line existing septic systems and private package plants that are known to be a significant source of water pollution in Crystal River/Kings Bay, and to retrofit the affected area with new central sewer collection and conveyance facilities. The objectives of the project are to: (1) eliminate legacy water pollution from old and failing septic systems; (2) improve local water quality in Crystal River/Kings Bay, with a focus on nutrient and bacterial load reductions; and (3) offset the use of potable water for irrigation with reclaimed water from the treated effluent.

PROJECT COMPONENTS

This project involves the construction of a new 5.6-mile wastewater force main along U.S. Highway 19, from the Crystal River to Power Line Station Road, as well as associated lift stations and hook-ups. Installation of the force main will allow for the abandonment of existing septic systems and the decommissioning of two private wastewater treatment package plants. Wastewater flows resulting from this project will be treated at Citrus County's Meadowcrest regional wastewater treatment plant and then routed to a local golf course for beneficial reuse as irrigation supply. This project will generate approximately 2 million gallons per day of highly treated reclaimed water.

This project is in the concept phase only, and a feasibility study is currently being conducted using other funding. The total number of septic systems to be taken off-line has not yet been fully assessed due to the need for the construction of additional lateral collectors. Construction of the force main is the first step in providing centralized sewer service for the entire northwest quadrant of Citrus County.

Figure 13-1B. Kayakers on Kings Bay.

Contributions to the Overall Economic and Ecological Recovery of the Gulf

Crystal River and Kings Bay are renowned for their clear, warm waters, and are visited by the thousands of tourists each year. These waterbodies provide the largest winter refuge for the West Indian manatee on the Florida Gulf Coast. Accordingly, this system is a national wildlife refuge, and an Outstanding Florida Water as designated by the State of Florida, and a priority Surface Water Improvement and Management waterbody as designated by SWFWMD. **Figure 13-1B** shows a photograph of kayakers on Kings Bay.

The Crystal River/Kings Bay system discharges into the Gulf of Mexico near the middle of the Springs Coast of Florida. The Springs Coast supports a variety of important coastal habitats, including seagrass beds, oyster bars, mangroves, and salt marshes that are dependent on good water quality and can be negatively impacted by high nutrient inputs. This project will improve water quality and the ecological balance in the system by reducing nitrogen loads to the Kings Bay springshed. The FDEP has estimated that upon buildout the project will reduce total nitrogen loads to the Crystal River/Kings Bay springshed by approximately 87,791 pounds per year (FDEP, 2017). This is a very substantial pollutant load reduction to a nutrient-sensitive watershed. Potential pollutant load reduction estimates will be revised upon completion of the preliminary design phase.

This project will also contribute to economic growth in Citrus County, including growth in the ecotourism industry. The force main expansion will increase property values for the parcels it will ultimately serve, and sewer availability will encourage development to currently unimproved parcels in the project area. This will, in turn, grow Citrus County's tax base. The proposed project will also increase workforce development and job creation in both the public and private sectors.

Attachment: Approved Citrus County SEP (12560 : RESTORE Act: Review Current County projects)

Eligibility and Statutory Requirements

This project is consistent with, and addresses, the following RESTORE Act eligible activity:

- Eligible Activity 1: Restoration and protection of the natural resources, ecosystems, fisheries, marine and wildlife habitats, beaches, and coastal wetlands of the Gulf Coast region

Comprehensive Plan Goals and Objectives

This project is consistent with, and addresses, the following Comprehensive Plan Goals:

- Goal 2: Restore Water Quality and Quantity (primary)
- Goal 1: Restore and Conserve Habitat
- Goal 3: Replenish and Protect Living Coastal and Marine Resources

This project is consistent with, and addresses, the following Comprehensive Plan Objectives:

- Objective 2: Restore, Improve, and Protect Water Resources (primary)
- Objective 1: Restore, Enhance, and Protect Habitats
- Objective 3: Protect and Restore Living Coastal and Marine Resources

Implementing Entities

Citrus County will be the sole implementing entity and grant sub-recipient responsible for the feasibility study, design, permitting, construction, operation and maintenance, and monitoring of this project.

Best Available Science and Feasibility Assessment

Water quality issues related to nutrients in the Crystal River/Kings Bay and associated springs are described in the following reports (and references cited therein):

- *FDEP, 2014. Nutrient TMDL for Kings Bay (water body identifier [WBID] 1341), Hunter Spring (WBID 1341C), House Spring (WBID 1341D), Idiot's Delight Spring (WBID 1341F), Tarpon Spring (WBID 1341G), and Black Spring (WBID 1341H).*
- *FDEP, 2014. Basin Management Action Plans (BMAP): Springs Coast Basin; Rainbow Springs; Kings Bay and Crystal River.*
- *FDEP, 2017. Projects to Restore Aripeka, Weeki Wachee, Kings Bay, Crystal and Rainbow Springs Receive Funding from the Fighting for Florida's Future Budget. FDEP press release, August, 2017.*

This project is consistent with the goals and objectives of the following natural resource management plan:

- *SWFWMD, 2015. Crystal River/Kings Bay Surface Water Improvement (SWIM) Plan: A Comprehensive Conservation and Management Plan. Version 9.209.*

This project is considered to be feasible with respect to the ability to: (1) obtain necessary permits, (2) construct the project within the proposed budget, and (3) effectively operate and maintain the project components over the long term. It should be noted, however, that the final budget could change based on the results of the feasibility study.

Risks and Uncertainties

The project is in the conceptual phase. Project risks and uncertainties will be identified during the feasibility study, design, and permitting phases. However, in the evaluation of this project concept, no significant risks or uncertainties have been identified other than the total cost.

Success Criteria and Monitoring

This project will affect water quality in adjacent freshwater and estuarine systems. Specific success criteria will be developed in the project grant request. It is anticipated that quantitative success criteria will be developed for the following changes:

- Number of septic systems taken off-line
- Number of private package plants taken off-line
- Estimated total nitrogen load reductions to the springshed

In the program grant request, a detailed monitoring program design will be described that addresses data collection and assessment methodologies for the above-listed criteria. Citrus County is committed to implementing the necessary monitoring program and coordinating with other regional water quality monitoring entities to quantify project benefits.

Milestones and Schedule

The total estimated time horizon of this project is approximately 6 years. The project is expected to begin in 2018 and end in 2023. Implementation of this project has been divided into 3 milestones, as shown in the chart below. A. feasibility study is currently being conducted using other funding. The project will be ready to begin final design and permitting in 2018.

MILESTONE	YEARS FROM SEP APPROVAL															
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Final design and permitting																
Construction																
Success monitoring																

Budget and Funding Sources

The project cost has been estimated at $6,500,000 based on the best available information. Citrus County is committed to allocating $3,500,000 of its share of the Florida Spill Impact Component to this project. In addition, during the 2017–18 fiscal year, FDEP and SWFWMD are providing a total of $3,000,000 in collaborative funding toward the project. Citrus County will also be seeking other leveraged funding sources. A summary of the project budget and funding sources is provided in the table below.

Attachment: Approved Citrus County SEP (12560 : RESTORE Act: Review Current County projects)

MILESTONE	ESTIMATED TOTAL DOLLARS	ESTIMATED POT 3 ALLOCATION
Final design and permitting	$570,000	$285,000
Construction	$5,930,000	$3,215,000
Implementation Subtotal	**$6,500,000**	**$3,500,000**
Monitoring	$0	$0
Total Cost	**$6,500,000**	**$3,500,000**
SECURED FUNDING SOURCES		
Spill Impact Component		$3,500,000
Direct Component		$0
FDEP/SWFWMD collaborative Springs funding		$3,000,000
Other grants or co-funding		$0
Other County funds		$0
Total Secured Funding		**$6,500,000**
Budget Shortfall		**$0**
POTENTIAL LEVERAGED FUNDING SOURCES		
Natural Resource Damage Assessment		
F.07 Water and Waste Disposal Systems for Rural Communities		
F.11 Community Facilities Direct Loan and Grant Program in Florida		
F.12 Community Facilities Technical Assistance and Training Grant		
F.15 Rural Economic Development Loan and Grant Program in Florida		
F.17 Grant Program to Establish a Fund for Financing Water and Wastewater Projects		
O.22 Florida Rural Water Association Loan Program		
O.40 Southeast Rural Community Assistance Project (SERCAP) Loan Fund Program		
O.46 Water/Wastewater Loans		
S.13 Florida Job Growth Grant Fund		
S.14 Small Cities Community Development Block Grant (CBDG) Program		
S.15 Small Cities CBDG Section 108 Loan Guarantees		
S.18 Clean Water State Revolving Fund (CWSRF)		
S.21 CWSRF Small Community Wastewater Construction Grants		
S.36 Water Projects		

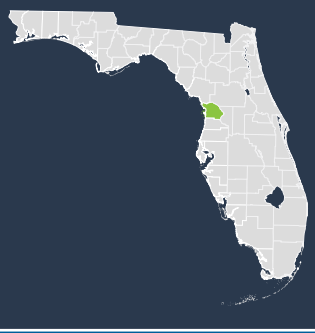
Partnerships/Collaboration

Citrus County will continue to work closely with the Florida Department of Environmental Protection and Southwest Florida Water Management District to accomplish the goals of this project. The County is also collaborating with the City of Crystal River.

Attachment: Approved Citrus County SEP (12560 : RESTORE Act: Review Current County projects)

CITRUS COUNTY

Barge Canal Boat Ramp



PROJECT NO. 13-2

Project Description

OVERVIEW AND LOCATION

This project involves the construction of a new public boat ramp on the north side of the Cross Florida Barge Canal (CFBC) in northern Citrus County. **Figure 13-2A** shows the location of the proposed boat ramp.

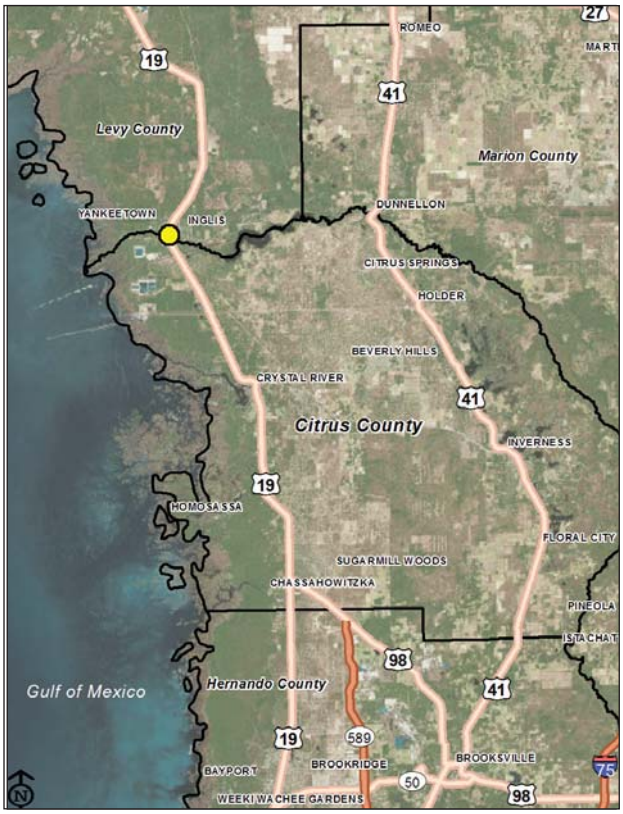


Figure 13-2A. Location of the proposed boat ramp on the Cross Florida Barge Canal.

NEED AND JUSTIFICATION

The CFBC was authorized by Congress in 1942 as a national defense project to facilitate ship and barge traffic across northern Florida. The project was originally designed with dams and locks to protect the underground water supply. Support for the project from Congress was sporadic, and funds were never allocated to U.S. Army Corps of Engineers (USACE) to actually start construction. Planning was once again given the go-ahead in 1963 with support from President John F. Kennedy, who allocated $1 million to the project, and construction was started in 1964. It was hoped that the CFBC, along with the St. Johns-Indian River Barge Canal, would provide a quicker and safer route across Florida by 1971. Opponents subsequently campaigned against the canal on environmental grounds, and the project was halted again in 1971 by President Richard Nixon's signing of an executive order. Approximately $74 million had been spent on the project up until the 1971 cessation of activities. It was officially cancelled in 1991. In 1998, the right-of-way was turned over to the State of Florida and became the Marjorie Harris Carr Cross Florida Greenway, named in honor of Marjorie Harris Carr, who had led opposition to the canal. The Greenway is managed by the Florida Department of Environmental Protection (FDEP).

Attachment: Approved Citrus County SEP (12560 : RESTORE Act: Review Current County projects)

RESTORE Act
Public
Financial
Overall
Proposed
Attachment: Approved Citrus County SEP (12560 : RESTORE Act: Review Current County projects)

Since the closure of the project, the state and local governments have sought to use completed portions of the CFBC to provide recreational opportunities and improve public access to waterways. The western portion of the CFBC was completed from the Gulf of Mexico to Lake Rousseau. This segment of the CFBC is dredged to an approximate depth of -10 feet Mean Low Water, providing safe, and high-volume, deep-water boating access to the Gulf.

Currently there are a limited number of public boat ramps in Citrus County. During the summer scallop season, existing boat ramp facilities on the Homosassa River and Crystal River are well over capacity, and demand is increasing. In addition, the federally protected West Indian manatee uses spring discharges at the headwaters of these rivers extensively for feeding, calving, and winter refuge. Heavy boat traffic in the Homosassa River and Crystal River is incompatible with the protection of this species. Shifting some of this boat traffic to the CFBC will meet growing public demand for Gulf access without putting additional pressure on manatee populations.

PURPOSE AND OBJECTIVES

The purpose of this project is to provide safe, and high-volume, deep-water boating access to the Gulf of Mexico for residents and visitors without incurring new environmental impacts. Project objectives include: (1) relieve boat traffic at existing public boat ramps facilities on the Homosassa and Crystal River and (2) reduce potential boating impacts on the local West Indian manatee population.

PROJECT COMPONENTS

Citrus County has completed a feasibility study, preliminary design, and regulatory permitting of a major boat ramp facility, to be constructed just west of U.S. Highway 19 on the north side of the CFBC. The project includes a 10-lane boat ramp with 61 parking spaces for vehicles with boat trailers, and 10 non-trailer parking spots on an 8-acre parcel of property currently owned by the Florida State Park Service as part of the Marjorie Harris Carr Cross Florida Greenway. There is also the potential for future expansion of the park to the north to accommodate more trailer parking. **Figure 13-2B** shows a plan view of the project, while **Figure 13-2C** shows a cross section of the boat ramp.

Phase I will include a 4-lane boat ramp with two finger piers consisting of a concrete landing, aluminum gangways, and floating courtesy docks. These finger piers will be Americans with Disabilities Act compliant, with approved sloping, landings, and railings. Phase II will construct the additional six boat ramps and add three finger piers. The boat ramp basin will be dredged to -5 feet MLW, removing approximately 7,300 cubic yards of dredged material. The parking lot area will be used for staging of construction equipment and dewatering of dredged material from the boat ramp construction. Once the ramp construction is complete, the parking lot will be graded and will include dry retention ponds for stormwater treatment. Park amenities will include picnic tables and restrooms. This project is consistent with the Citrus County Manatee Protection Plan and the FDEP Marjorie Harris Carr Cross Florida Greenway Management Plan.

Contributions to the Overall Economic and Ecological Recovery of the Gulf

This project will provide safe, high-volume, deep-water boating access to the Gulf of Mexico for residents and visitors without incurring new environmental impacts. In addition, this project will relieve boat traffic at existing public boat ramp facilities on the Homosassa and Crystal River, thus reducing potential boating impacts on the local West Indian manatee population. Finally, the new facility will support the expansion of already robust recreational, charter, and commercial fishing industries in Citrus County.

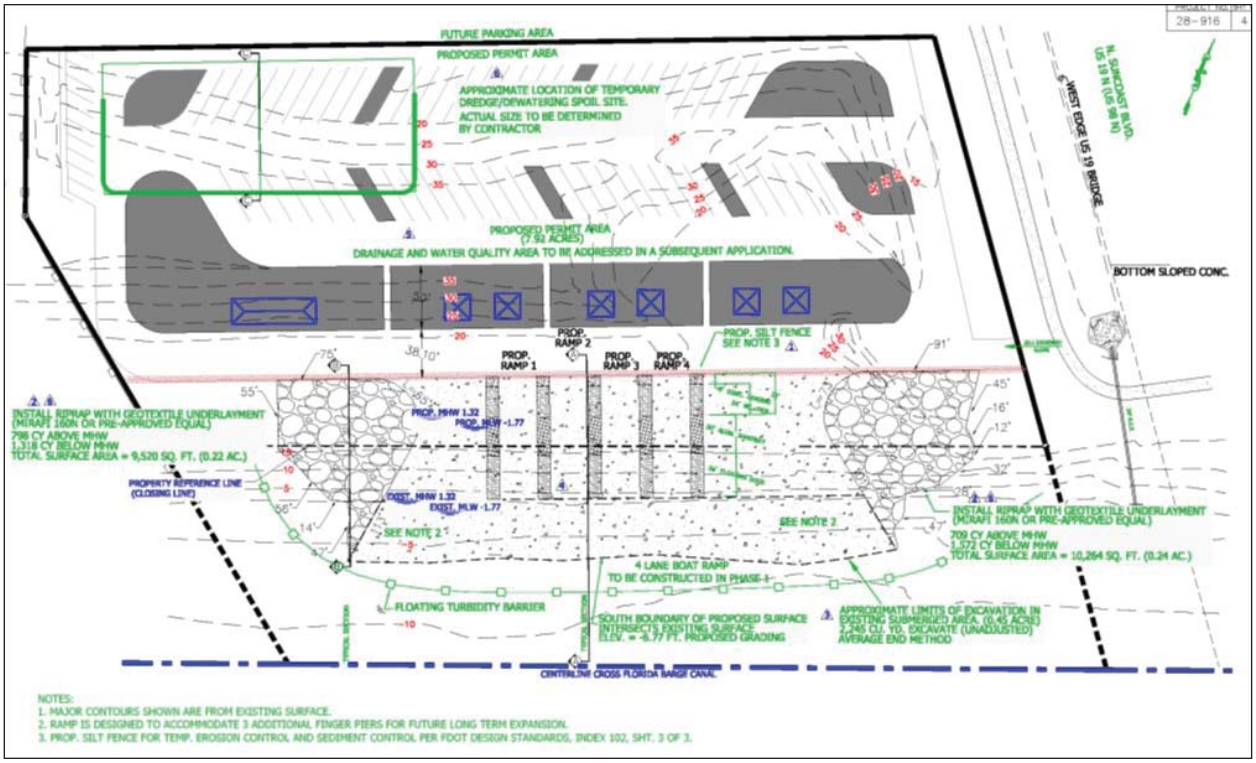


Figure 13-2B. Plan view of the proposed boat ramp facility.

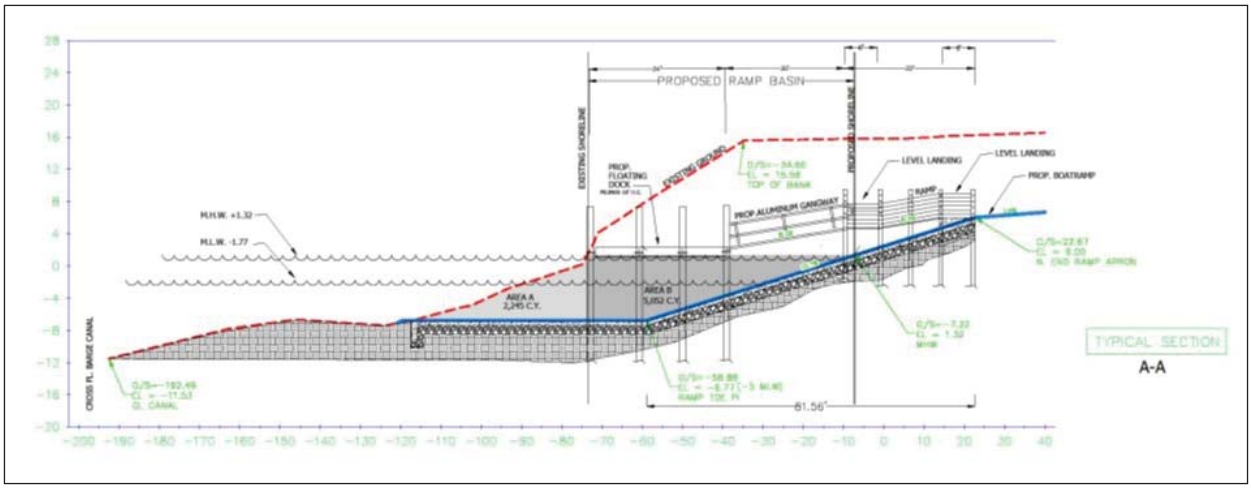


Figure 13-2C. Cross section of the proposed boat ramp facility.

Attachment: Approved Citrus County SEP (12560 : RESTORE Act: Review Current County projects)

Eligibility and Statutory Requirements

This project is consistent with, and addresses, the following RESTORE Act eligible activities:

- Eligible Activity 6: Infrastructure projects benefitting the economy or ecological resources, including port infrastructure
- Eligible Activity 10: Promotion of Tourism in the Gulf Coast Region, including recreational fishing (primary)

Comprehensive Plan Goals and Objectives

This project is consistent with, and addresses, the following Comprehensive Plan Goals:

- Goal 5: Restore and Revitalize the Gulf Economy (primary)
  Goal 3: Replenish and Protect Living Coastal and Marine Resources

This project is consistent with, and addresses, the following Comprehensive Plan Objectives:

- Objective 8: Restore, Diversify, and Revitalize the Gulf Economy with Economic and Environmental Restoration Projects (primary)
- Objective 3: Protect and Restore Living Coastal and Marine Resources

Implementing Entities

Citrus County will be the sole implementing entity and grant sub-recipient responsible for the design, construction, and success monitoring of the program.

Best Available Science and Feasibility Assessment

Citrus County has successfully obtained permits from USACE and a letter of consent from the Southwest Florida Water Management District (SWFWMD). As part of the USACE permitting process, a biological Survey for listed species was completed in 2011.

This project is considered to be feasible with respect to the ability to: (1) obtain necessary permits; (2) effectively design and construct the project elements; (3) operate and maintain the facility over the long-term.

Risks and Uncertainties

Preliminary design and regulatory permitting activities have been completed. In the evaluation of this program, no significant risks or uncertainties have been identified that would preclude project construction.

Success Criteria and Monitoring

This project addresses improvement of boater access to the Gulf. It is anticipated that quantitative success criteria will be developed for:

- Recreational amenities completed
- Public recreational use statistics

In the project grant request, a detailed monitoring program will be described that addresses data collection and assessment methodologies for the above-listed criteria. Citrus County is committed to conducting the monitoring necessary to quantify project benefits.

Milestones and Schedule

The total estimated time horizon of this project is approximately 7 years. The expected start date is 2019, and the end date is 2025. Implementation of this project has been divided into three milestones, as shown in the chart below.

MILESTONE	YEARS FROM SEP APPROVAL											
	1	2	3	4	5	6	7	8	9	10	11	12
Final design												
Construction												
Success monitoring												

Budget and Funding Sources

Citrus County has developed a total cost estimate of $5,312,603 for the project. Citrus County is committed to allocating $3,958,000 of its share of the Florida Spill Impact Component to this program, but will also be seeking other leveraged funding sources to supplement these monies. A summary of the project budget and funding sources is provided in the table below.

MILESTONE	ESTIMATED TOTAL DOLLARS	ESTIMATED POT 3 ALLOCATION
Feasibility study (completed)	$0	$0
Preliminary design (completed)	$0	$0
Planning Subtotal	**$0**	**$0**
Final design and permitting	$1,328,151	$664,076
Construction	$3,924,452	$3,293,924
Implementation Subtotal	**$5,252,603**	**$3,958,000**
Success monitoring	$60,000	$0
Total Cost	**$5,312,603**	**$3,958,000**
SECURED FUNDING SOURCES		
Spill Impact Component		$3,958,000
Direct Component		$0
Other grants or co-funding		$0
Other County funds (in-house engineering design)		$1,354,603
Total Secured Funding		**$5,312,603**
Budget Shortfall		**$0**

Attachment: Approved Citrus County SEP (12560 : RESTORE Act: Review Current County projects)

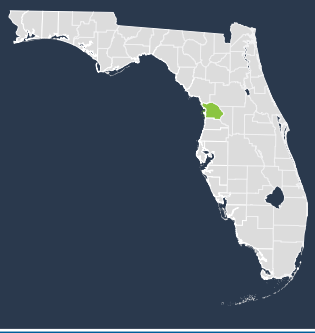
POTENTIAL LEVERAGED FUNDING SOURCES
Natural Resource Damage Assessment
F.01 Strategic Economic and Community Development
F.02 Rural Business Development Grants
F.30 Planning and Local Technical Assistance Program
F.32 Fisheries Finance Program
S.10 Community Planning Technical Assistance Grants
S.11 Competitive Florida Economic Development Project Grant
S.12 Competitive Florida Partnership Grant
S.13 Florida Job Growth Grant Fund
S.14 Small Cities Community Development Block Grant (CBDG) Program
S.20 Coastal Partnership Initiative - Florida Coastal Management Program
S.45 Florida Boating Improvement Program (FBIP)
S.49 Sport Fish Restoration Program

Partnerships/Collaboration

Citrus County will partner with the Florida Fish and Wildlife Conservation Commission through the Florida Boating Improvement Fund to acquire additional grant funding for this project for up to 10 percent of the project cost. Other partners for the project include:

- Levy County
- Alachua County
- Town of Inglis
- Town of Yankeetown
- City of Dunnellon
- Withlacoochee Aquatic Restoration
- The Florida Department of Environmental Protection Park Service (which owns the land)
- Southwest Florida Water Management District

Attachment: Approved Citrus County SEP (12560 : RESTORE Act: Review Current County projects)



CITRUS COUNTY

Artificial Reef Program

PROJECT NO. 13-3

Project Description

OVERVIEW AND LOCATION

This project will add existing stockpiled materials, primarily processed concrete construction debris from the demolition of the old U.S. Route 19 bridge, to existing permitted artificial reef sites in3B). Citrus County offshore waters. **Figure 13-3A** shows the general of location of the artificial reef sites in Citrus County.

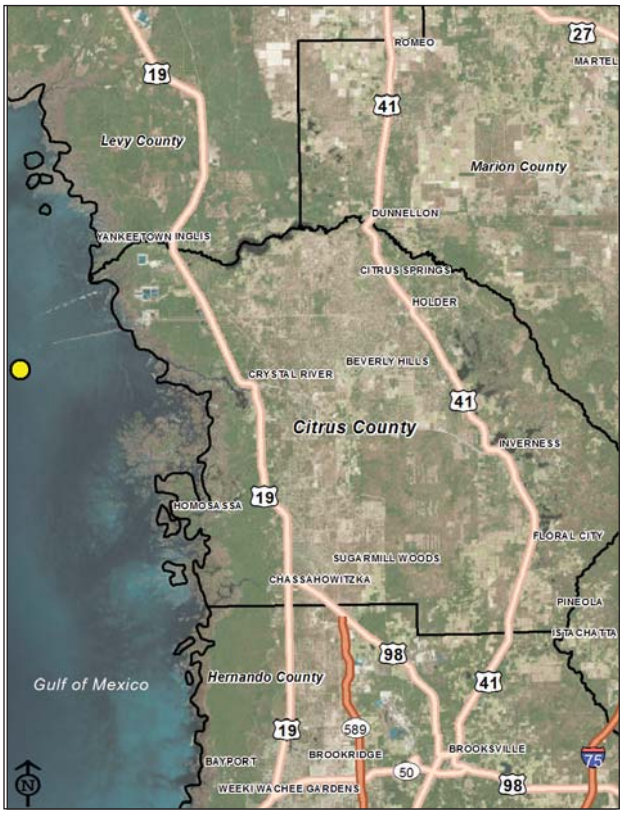


Figure 13-3A. Location of artificial reef sites in Citrus County.

NEED AND JUSTIFICATION

The Citrus County artificial reef program was established in 1985. Since its inception, the program has established 10 permitted artificial reefs to meet increasing recreational demand for offshore bottom fishing and scuba diving opportunities. Materials have primarily included concrete rubble from bridge and culvert demolition.

There is a continuing need to augment existing permitted artificial reef sites—and to create new sites—to support the demand of recreational fishing and diving enthusiasts, both residents and tourists. In addition to enhancing recreational opportunities and associated economic benefits, artificial reefs can also provide ecological benefits. Hard substrate and vertical structure are limited habitats in the Gulf of Mexico (Fikes, 2013), and artificial reef habitats can provide: (1) hard substrate to support encrusting and colonial benthic organisms such as sponges and corals; (2) niche space for small marine invertebrates; and (3) shelter for larval and juvenile fishes. The project is justified by the demonstrated benefits of artificial reefs, such as increased economic activity (e.g., expenditures, incomes, and jobs) (Adams et al., 2011).

Attachment: Approved Citrus County SEP (12560 : RESTORE Act: Review Current County projects)

PURPOSE AND OBJECTIVES

The purpose of the proposed project is to add to and improve the network of artificial reefs in coastal waters of Citrus County to provide greater recreational and economic opportunities for residents and tourists, and to reduce fishing and diving pressure on natural reefs. Specific objectives of the proposed project include: (1) increase recreational fishing opportunities, (2) increase structure for snorkeling, scuba, and marine life viewing, and (3) potentially increase fish productivity by providing habitat structure. These objectives are consistent with those of the Florida Fish and Wildlife Conservation Commission's (FWC's) artificial reef program, which are:

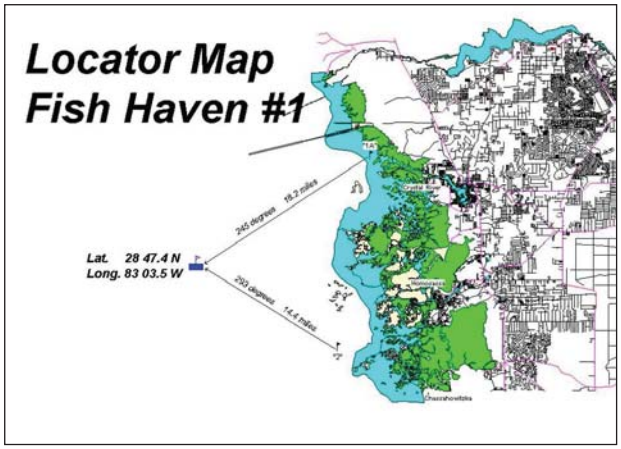


Figure 13-3B. Location of existing the Fish Haven #1 artificial reef site.

1. Enhance private recreational and charter fishing and diving opportunities
2. Provide a socioeconomic benefit to local coastal communities
3. Increase reef fish habitat
4. Reduce user conflicts
5. Facilitate reef-related research
6. While accomplishing objectives 1–5, do no harm to fishery resources…or human health

PROJECT COMPONENTS

The artificial reef projects will be completed in phases over a 4-year period. Project components include:

- Deployment of artificial reef materials to the Fish Haven #1
- Selection of additional artificial reef locations
- Pre- and post- monitoring and data collection

The initial focus of this project will be on the augmentation of the permitted Fish Haven #1 artificial reef site, the location of which is shown in detail in **Figure 13-3B**.

Citrus County has developed a detailed reef augmentation plan for Fish Haven #1. Processed concrete construction debris (e.g., pressure washed; removal of metal rebar) will be barged to the site and deployed at five locations within the permitted artificial reef boundary. **Figure 13-3C** shows the detailed augmentation plan.

In addition to the augmentation of Fish Haven #1, the project also involves the augmentation of other permitted artificial reef sites in the future, and the selection of potential new artificial reef sites.

The coordinates of all the artificial reef sites will be published, and all of the sites will be available for public use for recreational fishing and diving. The is part of a larger network of county artificial reef programs along the Nature Coast and Springs Coast of Florida developed to ensure that residents and visitors have access to fishing and diving opportunities regardless of county boundaries.

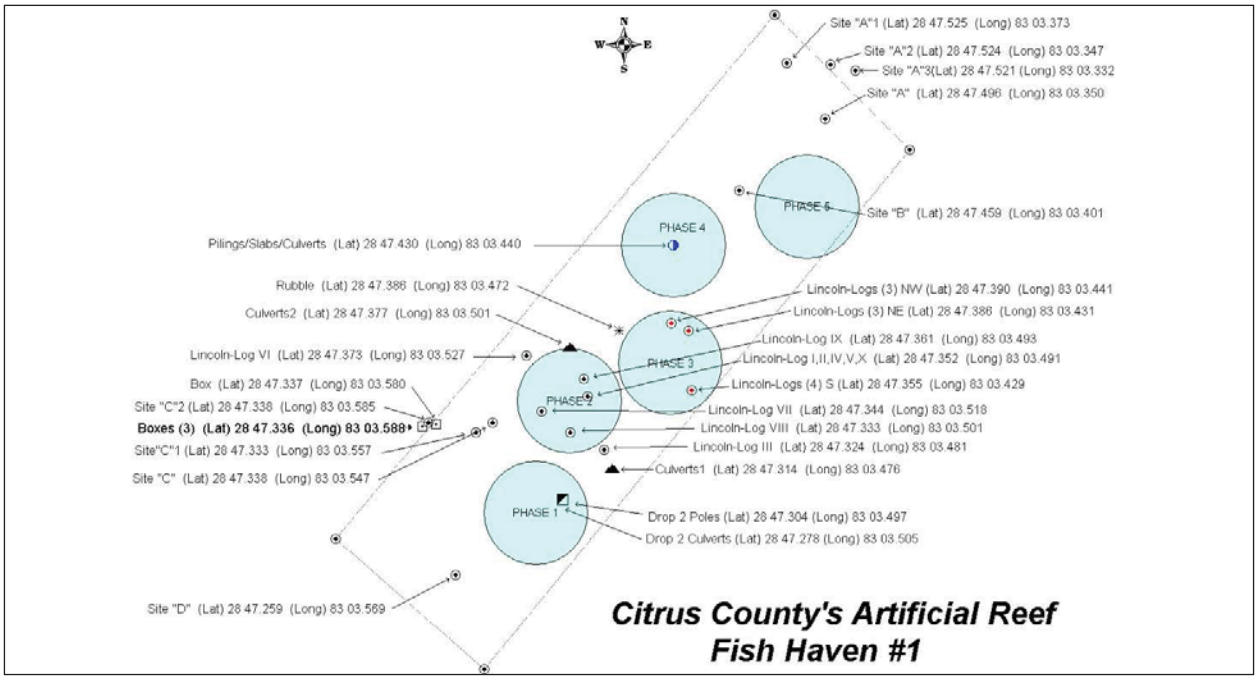


Figure 13-3C. Detailed reef augmentation plan for Fish Haven #1.

In adding material to artificial reef sites, the project also includes post-construction monitoring conducted to ensure the deployment of this material produced high-quality habitat that supports important reef fish species (e.g., grouper, snapper).

Contributions to the Overall Economic and Ecological Recovery of the Gulf

The proposed project will enhance the local recreation and tourism-related economy. The proposed project will support snorkeling, diving, fishing, kayaking, and numerous other recreational water activities that in turn provide economic support to Citrus County. This project will: (1) support the increasing recreational demand for offshore reef fishing and scuba diving opportunities by both residents and tourists; and (2) enhance the abundance, distribution, and structural diversity of hardbottom habitat in Citrus County offshore waters.

Eligibility and Statutory Requirements

This project is consistent with, and addresses, the following RESTORE Act eligible activity:

- Eligible Activity 10: Promotion of tourism in the Gulf Coast region, including recreational fishing (primary)
- Eligible Activity 1: Restoration and protection of the natural resources, ecosystems, fisheries, marine and wildlife habitats, beaches, and coastal wetlands of the Gulf Coast Region

Comprehensive Plan Goals and Objectives

This project is consistent with, and addresses, the following Comprehensive Plan Goals:

Attachment: Approved Citrus County SEP (12560 : RESTORE Act: Review Current County projects)

- Goal 5: Restore and Revitalize the Gulf Economy (primary)
- Goal 1: Restore & Conserve Habitat
- Goal 3: Replenish & Protect Living Coastal & Marine Resources

This project is consistent with, and addresses, the following Comprehensive Plan Objectives:

- Objective 8: Restore, Diversify, and Revitalize the Gulf Economy with Economic and Environmental Restoration Projects (primary)
- Objective 1: Restore, Enhance, and Protect Habitats
- Objective 3: Protect and Restore Living Coastal and Marine Habitats

Implementing Entities

Citrus County will be the sole implementing entity and grant sub-recipient responsible for the design, construction, and success monitoring of the program.

Best Available Science and Feasibility Assessment

Artificial reefs in the Gulf of Mexico have been extensively studied with regard to the habitat and economic benefits they provide. The scientific literature on the ecological benefits is somewhat controversial (Lindberg et al., 2014, Fikes, 2013; Bortone et al., 1994; etc.). Some experts argue that artificial reefs are functionally comparable to natural reefs, and that they augment fish populations by providing habitat that is otherwise naturally limited in the Gulf of Mexico. Others argue that artificial reefs simply attract and aggregate existing fish populations and do not enhance fish stocks. While those assertions may be debatable, the economic benefits of artificial reefs are not. Artificial reefs provide significant recreational opportunities and associated benefits along the Florida Gulf Coast (Swett et al., 2011; Adams et al., 2011). In addition, research has produced best practices guidance on site selection, design features, and construction methods, which are now part of the FWC permitting regulations. Ongoing research in the Big Bend and Springs Coast waters (Lindberg et al., 2014) will further inform artificial reef efforts. Key literature forming the basis for Citrus County's Artificial Reef Program are cited below.

- *Adams, C., et al., 2011. The economic benefits associated with Florida's artificial reefs. EDIS document FE649 (2011): 1-6.*
- *Bortone, S.A., et al., 1994. Factors affecting fish assemblage development on a modular artificial reef in a northern Gulf of Mexico estuary. Bull. Mar. Sci. 55 (2-3), 319-332.*
- *Fikes, R., 2013. Artificial Reefs of the Gulf of Mexico: A Review of Gulf State Programs & Key Considerations. National Wildlife Federation.*
- *Lindberg, W.J., et al., 2014. Rationale and Evaluation of an Artificial Reef System Designed for Enhanced Growth and Survival of Juvenile Gag, Mycteroperca microlepis. Proc.66th Gulf and Caribbean Fisheries Institute November 4 – 8. Corpus Christi, TX. Pages 320-325.*

This project is feasible with respect to the ability to: (1) obtain necessary permits; (2) construct the project within the proposed budget; and (3) effectively operate and maintain the project components over the long term. Furthermore,

this project is consistent with the National Artificial Reef Plan published in 1985 and the Florida Artificial Reef Strategic Plan (FWC, 2003).

Risks and Uncertainties

No significant risks or uncertainties were identified during the evaluation of this project that would preclude project implementation. Citrus County will ensure design to limit damage from tropical storms. Controls for lionfish and other nuisance/exotic species may be required. Regulatory constraints will address issues such as spatial boundaries for navigation, channels, marine habitat resources, historic areas, sand borrow areas, existing structures and leases, etc. Success monitoring is critical in a fisheries management context given that these reefs have not previously been used as fisheries management tools.

Success Criteria and Monitoring

This and all artificial reef projects involve the placement of hard substrate to: (1) support recreational demand for offshore reef fishing and scuba diving opportunities and (2) enhance the abundance, distribution, and structural diversity of hardbottom habitat in the affected waters. Therefore, a range of applicable success criteria will be developed and described in the project grant request. It is anticipated that quantitative success criteria will be developed for:

- Increase in the areal extent of new artificial reef habitat
- Metrics on the recruitment of benthic encrusting organisms and fish
- Increase in recreational usage

The proposed project will be constructed consistent with the Gulf States Marine Fisheries Commission Guidelines for Artificial Reef Materials (2004). In the project grant request, a detailed monitoring program design will be described that addresses data collection and assessment methodologies. Citrus County's Aquatic Division already has an operational plan that includes the monitoring of their reefs; therefore, no additional funds for monitoring are required.

Milestones and Schedule

The total estimated time horizon of this project is approximately 4 years. The project will begin in June 2025 with preconstruction monitoring, final design, and permitting. There are six sites secured for placement, and one site will be constructed during each phase. The first five phases of construction will start in 2025 and the completion of deployment is anticipated in 2026, followed by 2 years of success monitoring through 2028, that will be completed by County staff. Implementation of this project has been divided into four milestones, as shown in the chart below.

MILESTONE	YEARS TO COMPLETE															
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Final design and permitting																
Construction – Phases 1–5																

Attachment: Approved Citrus County SEP (12560 : RESTORE Act: Review Current County projects)

Construction – Phase 6															
Success Monitoring															

Budget and Funding Sources

The total estimated cost of the proposed project is approximately $850,000. Citrus County is committed to allocating $850,000 of its share of the Florida Spill Impact Component to this program but will also be seeking other leveraged funding sources to supplement these monies. A summary of the project budget and funding sources is provided in the table below.

MILESTONE	ESTIMATED TOTAL DOLLARS	ESTIMATED POT 3 ALLOCATION
Final design and permitting	$170,000	$170,000
Construction	$680,000	$680,000
Implementation Subtotal	**$850,000**	**$850,000**
Success monitoring	**$0**	$0
Total Cost	**$850,000**	**$850,000**
SECURED FUNDING SOURCES		
Spill Impact Component		$850,000
Direct Component		$0
Other grants or co-funding		$0
Other County funds		$0
Total Secured Funding		**$850,000**
Budget Shortfall		**$0**
POTENTIAL LEVERAGED FUNDING SOURCES		
Natural Resource Damage Assessment		
O.18 FishAmerica Foundation		
S.41 Artificial Reef Construction and Monitoring		
S.49 Sport Fish Restoration Program		

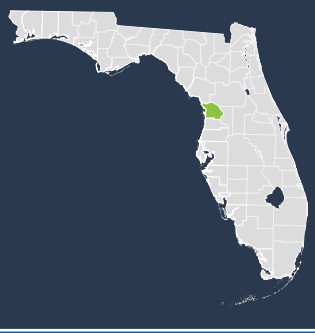
Partnerships/Collaboration

Citrus County will partner with the neighboring Counties of Hernando and Pasco to implement a cooperative regional artificial reef program to ensure coordination of monitoring, design, and permitting efforts and better inform future reef projects. Coordination with the following agencies is anticipated:

- Florida Fish and Wildlife Conservation Commission
- Florida Department of Environmental Protection
- National Marine Fisheries Service
- U.S. Army Corps of Engineers

CITRUS COUNTY

Springshed Stormwater Treatment Program



PROJECT NO. 13-4

Project Description

OVERVIEW AND LOCATION

This program involves the construction and management of several regional facilities in the springshed of the Crystal River/Kings Bay system. The headwaters of this surface water are fed by several major artesian springs, the springshed of which covers large portions of northwest and central Citrus County. The proposed regional facilities will provide treatment of runoff from roadways as well as urban and agricultural land uses, and will facilitate infiltration and aquifer recharge in the headwaters of this springshed. The general locations of the proposed treatment facilities are shown in **Figure 13-4A**.

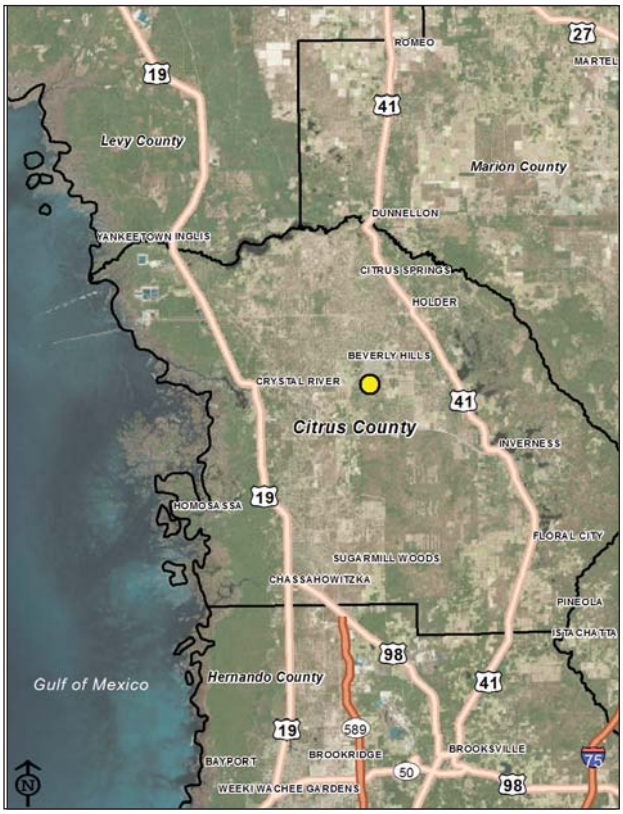


Figure 13-4A. General location of proposed regional stormwater treatment facilities in Citrus County.

NEED AND JUSTIFICATION

Crystal River/Kings Bay is the second-largest springs group in Florida, with more than 70 springs scattered within the 600-acre bay. The springs are the headwaters of Crystal River, which is a short, tidal river that flows 7 miles from the headsprings to where it meets the Gulf of Mexico at Crystal Bay in Citrus County, Florida. The Crystal River/Kings Bay springshed, which contributes groundwater from the Floridan aquifer to Crystal River/Kings Bay Springs, is approximately 250 square miles of urbanized and agricultural lands, forested uplands, and wetlands. This springshed covers much of northwest and central Citrus County.

In recent decades, the Crystal River/Kings Bay system has been impacted by reduced water clarity, an altered submerged aquatic vegetation community, and elevated nutrients in the related spring systems. The Florida Department of Environmental Protection (FDEP) determined that nutrients contribute to the degraded condition of

Attachment: Approved Citrus County SEP (12560 : RESTORE Act: Review Current County projects)

Kings Bay and some associated springs, and therefore set a total maximum daily load for nutrients, establishing a nutrient threshold to use as a restoration target (FDEP, 2014).

Figure 13-4B. Regional stormwater treatment facility in Citrus County.

Reducing nutrient loads to the Floridan aquifer has been identified as a priority water quality management action for the Crystal River/Kings Bay systems by the Southwest Florida Water Management District (SWFWMD) (2015). Water quality management plans for restoring impaired spring systems to a healthy condition focus on reducing anthropogenic nutrient inputs to those systems. With respect to nitrogen inputs, this is especially critical in areas underlain by karst features with a thin confining overburden. This program will decrease nutrient loads to the Crystal River/Kings Bay system by reducing the impacts of untreated stormwater runoff from roadways as well as urban and agricultural land uses in the springshed. In addition, the program will enhance the recharge of the Floridan aquifer by capturing and treating runoff, and then infiltrating it back to the groundwater system rather than discharging it directly to surface waters.

PURPOSE AND OBJECTIVES

The purpose of this project is to provide regional stormwater treatment in Crystal River/Kings Bay springshed. The objectives of the project are to: (1) eliminate legacy water pollution from untreated stormwater runoff from roadways as well as urban and agricultural land uses; (2) minimize future pollution from these sources resulting from increasing urbanization; (3) improve local water quality in Crystal River/Kings Bay, with a focus on nutrient and load reductions; and (4) enhance the recharge of the Floridan aquifer in the headwaters of the Crystal River/Kings Bay springshed.

PROJECT COMPONENTS

Citrus County has designated several key properties to develop regional stormwater facilities that will capture and treat runoff and allow it to slowly infiltrate back into the aquifer. To date, two facilities have been constructed and are operational, and this program will add six new regional stormwater facilities. The hydrogeology of Citrus County is characterized by karst limestone with a thin confining layer; therefore, regional stormwater treatment ponds in this area infiltrate runoff rapidly into the aquifer, and are dry much of the time. A photograph of a regional stormwater treatment facility in Citrus County is shown in **Figure 13-4B**.

Citrus County has selected the sites and started design for three of the stormwater facilities, and plans to perform feasibility assessments on the remaining three sites. Property assessments, design, permitting, and monitoring will all be paid for through Citrus County funds. Citrus County is seeking to use Pot 3 funds for construction only.

Eligibility and Statutory Requirements

This project is consistent with, and addresses, the following RESTORE Act eligible activity:

- Eligible Activity 1: Restoration and protection of the natural resources, ecosystems, fisheries, marine and wildlife habitats, beaches, and coastal wetlands of the Gulf Coast region

Comprehensive Plan Goals and Objectives

This project is consistent with, and addresses, the following Comprehensive Plan Goals:

- Goal 2: Restore Water Quality and Quantity (primary)
- Goal 1: Restore and Conserve Habitat
- Goal 3: Replenish and Protect Living Coastal and Marine Resources

This project is consistent with, and addresses, the following Comprehensive Plan Objectives:

- Objective 2: Restore, Improve, and Protect Water Resources (primary)
- Objective 1: Restore, Enhance, and Protect Habitats
- Objective 3: Protect and Restore Living Coastal and Marine Resources

Implementing Entities

Citrus County will be the sole implementing entity and grant sub-recipient responsible for the design, construction, and success monitoring of the program.

Best Available Science and Feasibility Assessment

Water quality issues related to nutrients in the Crystal River/Kings Bay and associated springs are described in the following reports (and references cited therein):

- *FDEP, 2014. Nutrient TMDL for Kings Bay (water body identifier [WBID] 1341), Hunter Spring (WBID 1341C), House Spring (WBID 1341D), Idiot's Delight Spring (WBID 1341F), Tarpon Spring (WBID 1341G), and Black Spring (WBID 1341H).*
- *FDEP, 2014. Basin Management Action Plans (BMAP): Springs Coast Basin; Rainbow Springs; Kings Bay and Crystal River.*

This project is also consistent with the goals and objectives of the following natural resource management plan:

- *SWFWMD, 2015. Crystal River/Kings Bay Surface Water Improvement (SWIM) Plan: A Comprehensive Conservation and Management Plan. Version 9.209.*

The type of regional stormwater treatment facilities proposed in this program are commonly permitted and implemented in Florida. This project is considered to be feasible with respect to the ability to: (1) obtain necessary permits; (2) construct the project within the proposed budget; and (3) effectively operate and maintain the project components over the long term.

Attachment: Approved Citrus County SEP (12560 : RESTORE Act: Review Current County projects)

RESTORE Act
Public
Financial
Overall
Proposed
Attachment: Approved Citrus County SEP (12560 : RESTORE Act: Review Current County projects)

Risks and Uncertainties

In the evaluation of this program, no significant risks or uncertainties have been identified.

Success Criteria and Monitoring

This project will affect water quality in adjacent freshwater and estuarine systems. Specific success criteria will be developed in the project grant request. It is anticipated that quantitative success criteria will be developed for the following changes:

- Number of acres treated
- Volume of runoff treated and recharged to the Floridan aquifer
- Estimated total nitrogen load reductions to the springshed

In the project grant request, a detailed monitoring program design would be described that addresses data collection and assessment methodologies for the above-listed criteria. Citrus County is committed to implementing the necessary monitoring program and coordinating with other regional water quality monitoring entities to quantify project benefits.

Milestones and Schedule

The total estimated time horizon of this program is approximately 8 years. It is expected to begin in 2026 and end in 2033. Implementation of this program has been divided into several milestones, as shown in the chart below.

MILESTONE	YEARS FROM SEP APPROVAL															
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Feasibility study and preliminary design									■							
Final design and permitting									■							
Construction – Site 1									■	■						
Construction – Site 2										■	■					
Construction – Site 3											■	■				
Construction – Site 4												■	■			
Construction – Site 5													■	■		
Construction – Site 6															■	■
Success monitoring											■	■	■	■	■	■

Budget and Funding Sources

The program cost has been estimated at $4,352,000 based upon the best available information, and Citrus County is committed to allocating $4,352,000 of its share of the Florida Spill Impact Component to cover its program costs. Additional funding will be sought from SWFWMD and the Florida Department of Transportation to potentially expand the extent of the program. A summary of the project budget and funding sources is provided in the table below.

MILESTONE	ESTIMATED TOTAL DOLLARS	ESTIMATED POT 3 ALLOCATION
Feasibility study	$652,800	$652,800
Preliminary design	$870,400	$870,400
Planning Subtotal	**$1,523,200**	**$1,523,200**
Final design and permitting	$870,400	$870,400
Construction	$1,958,400	$1,958,400
Implementation Subtotal	**$2,828,800**	**$2,828,800**
Success monitoring	$0	$0
Total Cost	**$4,352,000**	**$4,352,000**
SECURED FUNDING SOURCES		
Spill Impact Component		$4,352,000
Direct Component		$0
Other grants or co-funding		$0
Other County funds		$0
Total Secured Funding		**$4,352,000**
Budget Shortfall		**$0**
POTENTIAL LEVERAGED FUNDING SOURCES		
Natural Resource Damage Assessment		
F.03 Rural Community Development Initiative Grants		
F.06 SEARCH - Special Evaluation Assistance for Rural Communities and Households		
F.07 Water and Waste Disposal Systems for Rural Communities		
F.11 Community Facilities Direct Loan and Grant Program in Florida		
F.12 Community Facilities Technical Assistance and Training Grant		
F.15 Rural Economic Development Loan & Grant Program in Florida		
F.17 Grant Program to Establish a Fund for Financing Water and Wastewater Projects		
F.21 Watershed Protection and Flood Prevention		
O.22 Florida Rural Water Association Loan Program		
O.40 SERCAP Loan Fund Program		
O.43 Southeast Aquatics		
O.46 Water/Wastewater Loans		
S.01 Agricultural Nonpoint Sources Best Management Practices Implementation		
S.13 Florida Job Growth Grant Fund		
S.13 Florida Job Growth Grant Fund		
S.14 Small Cities Community Development Block Grant (CBDG) Program		
S.15 Small Cities Community Development Block Grants (CBDG) Section 108 Loan Guarantees		
S.18 Clean Water State Revolving Fund (CWSRF)		
S.21 CWSRF Small Community Wastewater Construction Grants		
S.25 Innovative Nutrient and Sediment Reduction and Conservation Pilot Project Program		
S.27 Nonpoint Source Management Program (NPSM) - Section 319		
S.32 Springs Restoration		
S.36 Water Projects		
S.52 SWFWMD Cooperative Funding Initiative		

Attachment: Approved Citrus County SEP (12560 : RESTORE Act: Review Current County projects)

Partnerships/Collaboration

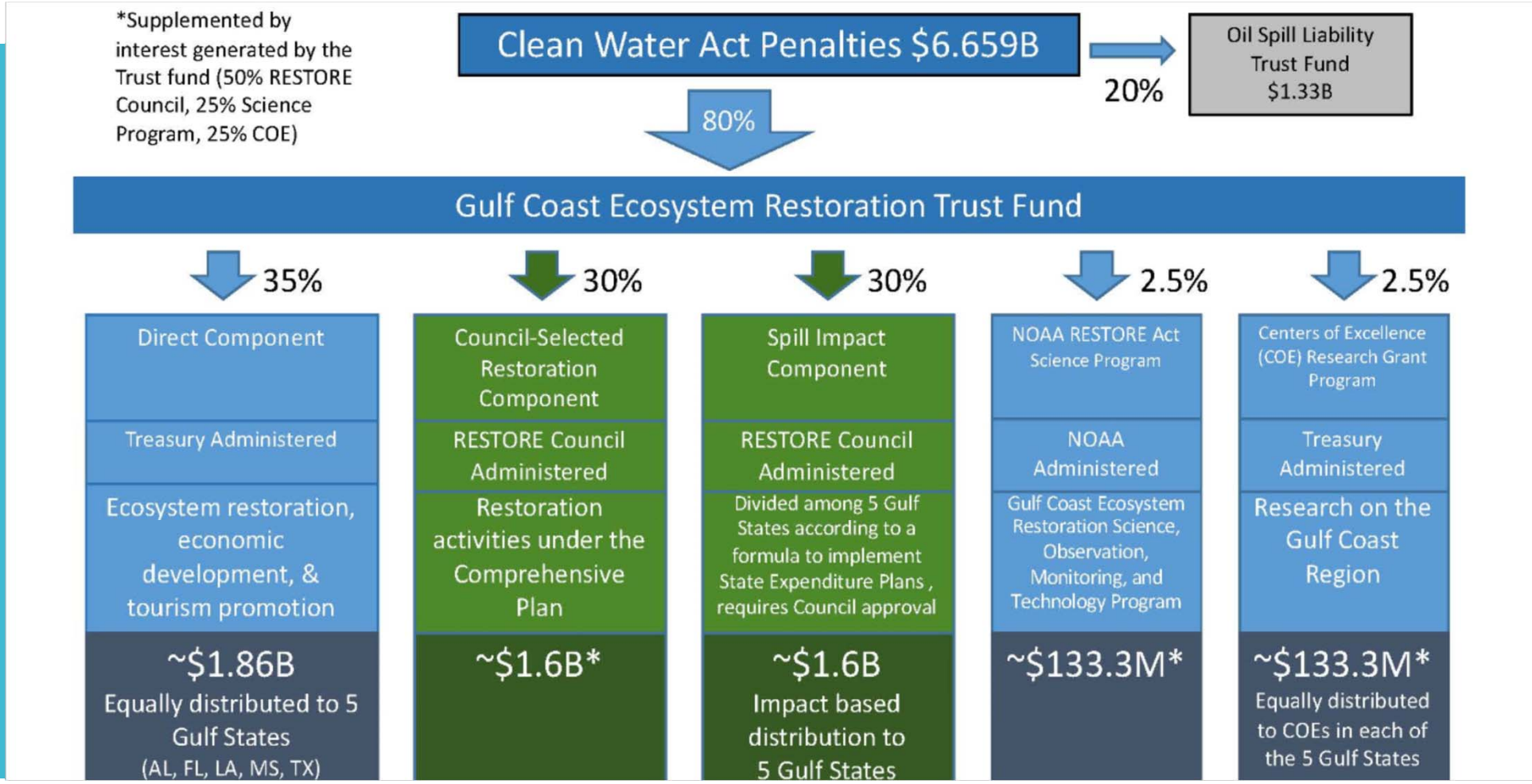
Citrus County will continue to work closely with Southwest Florida Water Management District and Florida Department of Transportation on the implementation and monitoring of these regional stormwater facilities.

Attachment: Approved Citrus County SEP (12560 : RESTORE Act: Review Current County projects)

Attachment: Citrus County RESTORE Act Projects 030921 (12560 : RESTORE Act: Review Current County

Citrus County RESTORE Act Projects

March 9th, 2021



Attachment: Citrus County RESTORE Act Projects 030921 (12560 : RESTORE Act: Review Current County

Restore Act - Pot 1

Citrus County - Direct Component Funding

$4,363,502

This funding is provided over a 15-year period (2017-2031). The County receives a yearly allocation of approximately $290,900. **The County cannot apply for a grant totaling more than our available allocation**. As of 10/1/2020 Citrus County had $1,647,053 available. Our next allocation should be in April or May of this year.

Attachment: Citrus County RESTORE Act Projects 030921 (12560 : RESTORE Act: Review Current County

Crystal River Riverwalk Project

Funding – Pot 1

Construction
$1,702,868
(2019-2022)

The Crystal River Riverwalk Project is a pedestrian boardwalk that will provide access to residents and tourists wanting to enjoy Kings Bay. The increased connectivity will link parks, trails and parking areas, with other local attractions. At present, there are a limited number of pedestrian connections between existing businesses with many only available to patrons.

The goal of the Riverwalk Project is two-fold: revitalization of the downtown area, with Kings Bay being the focal point for activities and tourism; and improvement of recreational infrastructure to promote eco-tourism, the key economic driver for the local community.

Attachment: Citrus County RESTORE Act Projects 030921 (12560 : RESTORE Act: Review Current County

Old Homosassa Heritage Park

Funding – Pot 1

Land Purchase
$850,000
(2024-2025)

*This project is no longer being handled by the County. The MYIP will need to be updated to replace this project.

The Old Homosassa Heritage Park Project will include the purchase of 2.02 acres of waterfront property on the Homosassa River to provide public access via existing docks, to the water and shoreline. The park will ultimately have a recreational area, picnic area, a public canoe and kayak launch, benches for scenic viewing of the river, a children's play area and potentially a fishing and commercial heritage museum, however these improvements are not included in this phase of the project.

Attachment: Citrus County RESTORE Act Projects 030921 (12560 : RESTORE Act: Review Current County

This funding is provided over a 15-year period, 2019-2034. Currently the Consortium is taking applications for projects programmed through 2022. The Consortium will also consider taking applications for projects that are ready to be started but are budgeted in later years due to the surplus in State funding available. This does not mean that the Consortium will approve the project.

Restore Act - Pot 3

State of Florida - Spill Impact Component Funding

Citrus County (Subrecipient)
$12,660,000

Attachment: Citrus County RESTORE Act Projects 030921 (12560 : RESTORE Act: Review Current County

NW Quadrant Sewer Force Main Project

Funding – Pot 3

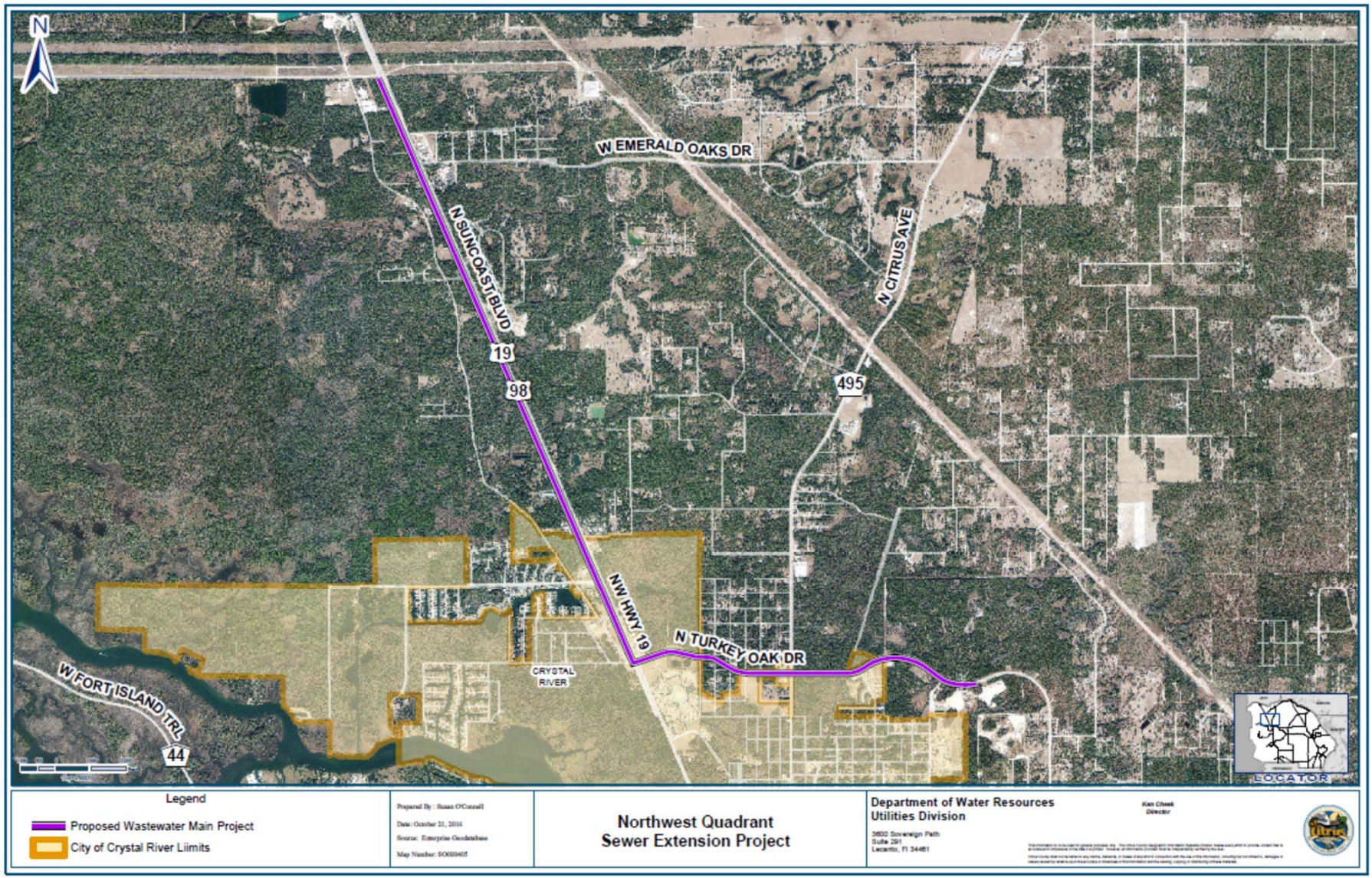
Design
$285,000
(2019-2020)

Construction
$3,215,000
(2020-2022)

The purpose of this project is to take off-line existing septic systems and private package plants that are known to be a significant source of water pollution in Crystal River/Kings Bay, and to retrofit the affected area with new central sewer collection and conveyance facilities. The line will run from Turkey Oak to Power Line Road entrance to Duke, approximately 5.6 miles.

Crystal River/Kings Bay is the second largest springs group in Florida, with more than 70 springs scattered within the 600 acre bay. In recent decades the system has been impacted by reduced water clarity and elevated nutrients, removing septic system impacts has been identified as a priority water quality management action for the Crystal River/Kings Bay system by SWFWMD.

Attachment: Citrus County RESTORE Act Projects 030921 (12560 : RESTORE Act: Review Current County



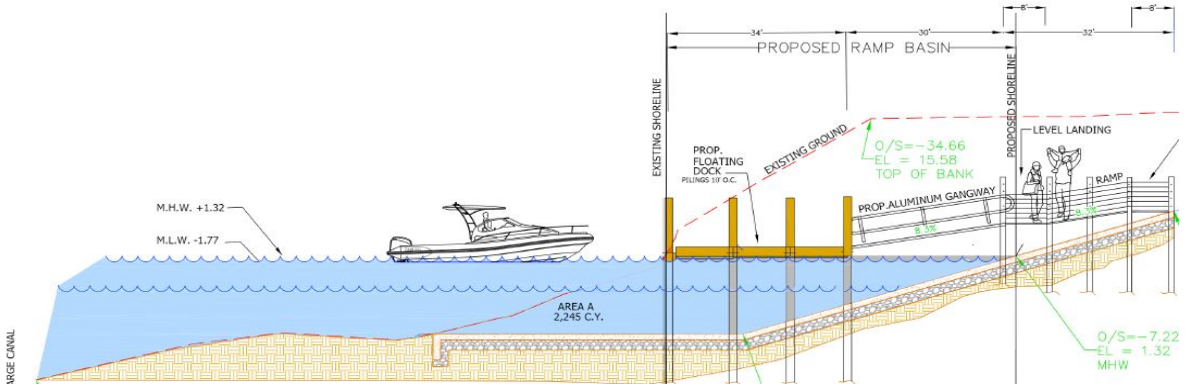
Attachment: Citrus County RESTORE Act Projects 030921 (12560 : RESTORE Act: Review Current County

Barge Canal Boat Ramp

Funding – Pot 3

Design
$664,076
(2020)

Construction
$3,293,924
(2022-2025)



The purpose of this project is to provide safe, and high volume, deep water boating access to the Gulf of Mexico for residents and visitors without incurring new environmental impacts. This boat ramp will provide 10 boat launching areas and parking for 61 vehicles. In addition, this project will relieve boat traffic at existing public boat ramp facilities on the Homosassa and Crystal River, thus reducing potential boating impacts on the local West Indian Manatee population.

During the summer scallop season, existing boat ramp facilities on the Homosassa River and Crystal River are well over capacity, and demand is increasing.

Attachment: Citrus County RESTORE Act Projects 030921 (12560 : RESTORE Act: Review Current County

Artificial Reef Program

Funding – Pot 3

Design
$170,000
(2026)

Construction
$680,000
(2026-2027)

*The projected as presented can no longer be completed with the funding budgeted. The updated estimate for deploying the stockpiled material to the offshore reef is $1,200,000.

The purpose of the project is to add and improve the network of artificial reefs in the coastal waters of Citrus County. The project would locate up to 10 inshore artificial reef sites to be developed in the future to meet the increasing recreational demand for fishing and scuba diving opportunities. As well as deploy the existing stockpiled materials, primarily processed concrete construction debris to the County's existing permitted offshore artificial reef.

Attachment: Citrus County RESTORE Act Projects 030921 (12560 : RESTORE Act: Review Current County

Springshed Stormwater Treatment Program

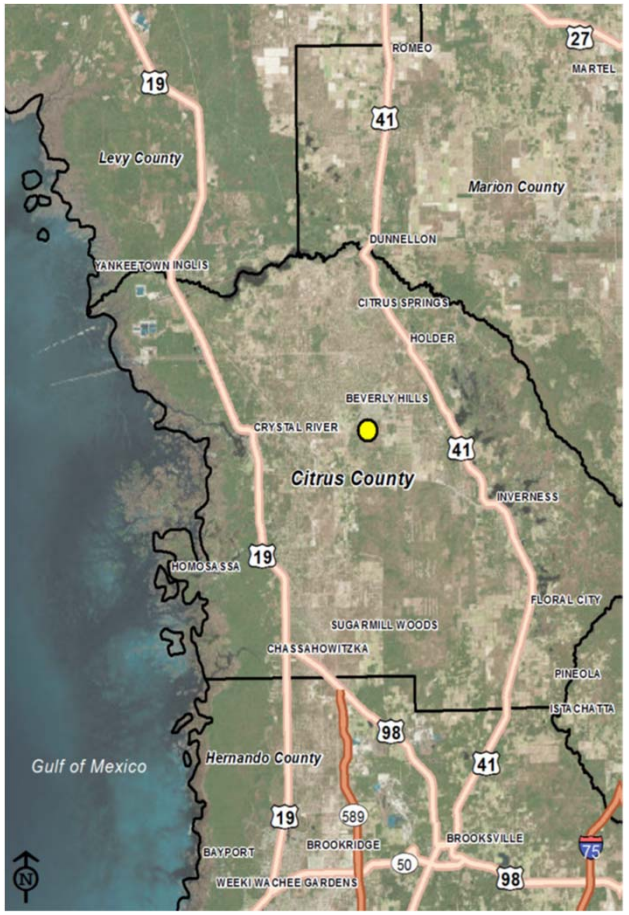
Funding – Pot 3

Conceptual/Final Design
$2,393,600
(2027)

Construction
$1,958,400
(2027-2032)

This project involves the construction and management of several regional facilities in the springshed of the Crystal River/Kings Bay system. The headwaters are fed by several major artesian springs, the springshed of which covers large portions of northwest and central Citrus County.

The proposed regional facilities will provide treatment of runoff from roadways as well as urban and agricultural land uses and will facilitate infiltration and aquifer recharge in the headwaters of this springshed. This program will decrease nutrient loads to the Crystal River/Kings Bay system by reducing the impacts of untreated stormwater runoff from roadways as well as urban and agricultural land uses in the springshed.



Attachment: Citrus County RESTORE Act Projects 030921 (12560 : RESTORE Act: Review Current County

Citrus County RESTORE Act funding

Direct Component Funding (Pot 1)

$4,363,502

(The County may receive additional funding due to interest)

Project Name	Original Budget	Proposed Budget
Crystal River Riverwalk	$1,702,868	$1,702,868
Old Homosassa Heritage Park	$850,000	$0
	$2,552,868	$1,702,868

Remaining Pot 1 funds available for use	**$2,660,634**

Spill Impact Component Funding (Pot 3)

$12,660,000

(The County may not be able to expend the allotted amount on projects, the County will be charged legal and consulting fees at the end of each project.)

Project Name	Original Budget	Proposed Budget
NW Quadrant Sewer Force Main Project	$3,500,000	$6,240,000
Cross Florida Barge Canal Boat Ramp	$3,958,000	$3,958,000
Artifical Reef Program:		
Offshore - material deployment	$680,000	$1,200,000
Inshore - site selection	$170,000	$170,000
Springshed Stormwater Improvement Program	$4,352,000	$0
	$12,660,000	$11,568,000

Remaining Pot 3 funds available for use	**$1,092,000**

Attachment: Citrus County RESTORE Act Projects 030921 (12560 : RESTORE Act: Review Current County

Questions

Attachment: Citrus County RESTORE Act Projects 030921 (12560 : RESTORE Act: Review Current County

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	RESTORE Act: NW Quadrant Force Main Project - Additional Funding
AGENDA DATE:	**March 09, 2021**

BRIEF OVERVIEW:

On July 6, 2012, the President signed into law the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act, also known as the RESTORE Act. The Gulf Coast Ecosystem Restoration Council administers The Spill Impact Component (pot 3) which provides funding to the Gulf Coast states, including Florida. On October 1, 2018 The Gulf Coast Ecosystem Restoration Council approved Florida's State Expenditure Plan, which included four Citrus County projects.

The NW Quadrant Sewer Force Main Project is one of the projects approved in Florida's State Expenditure Plan. When this project was added to the State Expenditure Plan the estimated construction cost was $5,930,000, with $3,215,000 being requested from RESTORE and the remaining $2,715,000 from FDEP. Once design was completed in August of 2020, the County received the engineers estimate for construction of $7,460,000. The application for NW Quadrant Sewer Force Main Project construction grant included this figure, with the additional funding to be provided by Utilities.

The County submitted the application for the construction grant on September 30th, 2020. The application is currently being reviewed by The Gulf Coast Ecosystem Restoration Council. On February 24, 2021 Utilities received an updated engineer estimate to include work that was listed as part of the project in the approved State Expenditure Plan as well as an increase to adjust for inflation. The updated estimate totals $8,670,000, including contingency. This would mean Utilities would need to provide $2,740,000 in funding to complete the project.

Currently, Utilities has several ongoing and future septic to sewer projects which are co-funded by the State, SWFWMD and the County. Utilities needs to have funds available to provide intermittent financing for these projects. Although Utilities could fund the $2,740,000, this was not budgeted for as the original project planned in 2016/2017 had the project being funded 100% by grant funds.

The County has spoken with Balmoral, The Gulf Consortium's management consultant, who stated the County could request the additional $2,740,000 in funding for construction of the NW Quadrant Sewer Force Main Project. The request would be presented to The Gulf Consortium for review and approval, and if approved be sent to The Gulf Coast Ecosystem Restoration Council to amend the construction grant application. There is no guarantee this request will be approved by either entity.

The County would also need to amend both the NW Quadrant Sewer Force Main Project to show the increase in funding for a total request of $5,955,000 for construction and the Springshed Stormwater Treatment Program Project to show the decrease in funding for a total request of $1,612,000 for construction. These amendments would be included with

the yearly SEP amendment, which historically has been completed towards the end of each year.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
					$0

No budgetary impact

RECOMMENDED ACTION:

a. Discuss the option of requesting an additional $2,740,000 from RESTORE Spill Impact Component (Pot 3) for the NW Quadrant Sewer Force Main Project.

b. Provide staff direction on requesting the additional $2,740,000 from RESTORE Spill Impact Component (Pot 3) for the NW Quadrant Sewer Force Main Project. If the request is to be made, please also approve staff to send amendments to the projects later this year.

WRIGHT-PIERCE
Engineering a Better Environment

MEMORANDUM

TO:	Erin Dohren, Citrus County BOCC	**DATE:**	2/24/2021
FROM:	Kathleen N. Gierok, P.E.	**PROJECT NO.:**	14275
SUBJECT:	Citrus NW Quadrant FM Funding Request Increase		

INTRODUCTION

This project involves the construction of a 5.6-mile-long wastewater force main along U.S. Highway 19, as well as three associated lift stations and connections. The installation of the force main will allow for the abandonment of two existing WWTFs and septic systems which will result in improved water quality for the Crystal River/Kings Bay system. The ecological balance in the system will reduce nitrogen loads to the Kings Bay springshed. Upon buildout of the project, the load of total nitrogen to the Crystal River/Kings Bay will be reduced significantly.

BACKGROUND

This project is funded by Citrus County and co-funded through the Florida Department of Environmental Protection's (FDEP) Springs Initiative Program and the Resources and Ecosystems Sustainability, Tourist Opportunities and Revived Economies of the Gulf Coast Act of 2012 (RESTORE Act). The original requested project costs included a Base Project Cost and three additive alternate portions of the project. The Base Project costs include sewer transmission piping and lift stations from the Seven Rivers Hospital south to North Turkey Oak Drive to an existing lift station, LS 13, which eventually discharges to the Meadowcrest WWTF. There were three designated "additive alternate" portions of the project that extend the pipeline north of Seven Rivers Hospital to Powerline Road and provide two crossings across U.S. Hwy. 19. Please refer to the attached figure.

Upon review of the application for the RESTORE Act, the description of the project submitted for funding includes the additive alternate that extends the pipeline from Seven Rivers Hospital north to Powerline Road, as shown in the attached figure. To meet the goal of the grant application, this additive alternate should be added to the Base Project Costs. The other two additive alternates, although not required for funding, allow for approximately double the area that can connect to this centralized sewer system, rather than install onsite septic systems or small package wastewater treatment plants. These isolated treatment systems can contribute to excessive nitrogen loading to the Crystal River/Kings Bay springshed.

Attachment: Updated NWQFM Extension - Increased Grant Funding Request (12554 : RESTORE Act: NW Quadrant Force Main Project -

PROJECT COST ADJUSTMENT REQUEST

The original funding request included $7,460,000, which was the amount of the Base Project Costs only. In light of the RESTORE Grant funding requirements, and the long-term added project value of extending the piping across U.S. Hwy. 19, it is requested that the three additive alternates be included in the Base Project Costs and an additional $690,000 of funding be provided to fund these additional portions of the project.

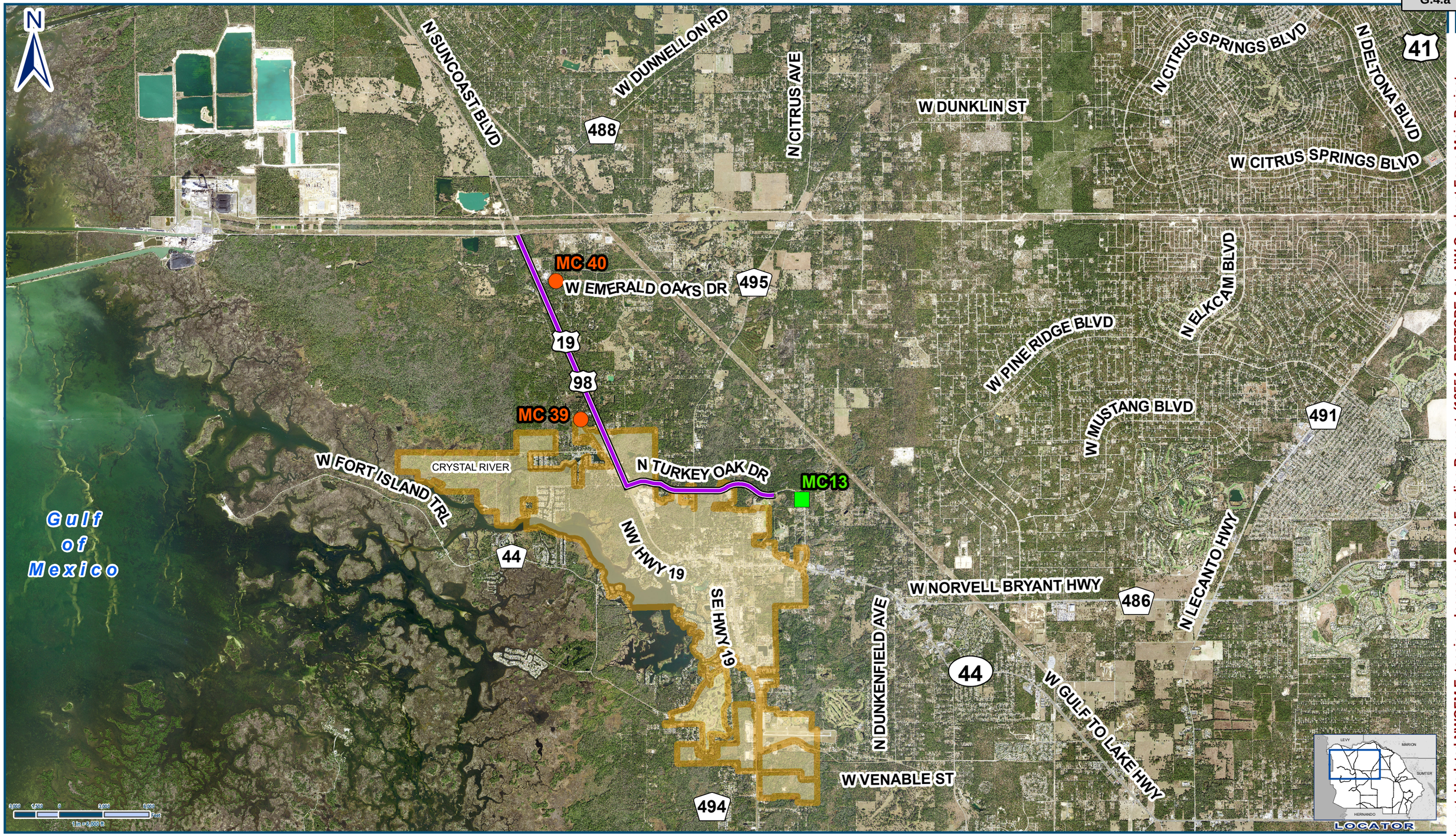
Additionally, the original project cost estimate was performed, in July 2020. The project is not expected to bid until June 2021. During that time, the pandemic (as classified by the CDC) has caused supply chain disruptions, manufacturing delays, and shipping delays. The market increase for oil and gas, which heavily impacts PVC and HDPE piping prices, has risen 25% in the past few months and are expected to rise throughout the summer. The baseline ENR cost index has risen 2% in the previous 6 months and is expected to rise an additional 2% through June 2021. When combined, these multiple factors have shown to create a certain level of instability in the market for piping, concrete, motors, and electrical equipment. Therefore, we are recommending a cost estimate adjustment reflecting adjustments for these cost factor considerations. (Please note portions of the project are affected differently by the market conditions cost adjustment.)

The project cost breakdown includes the Base Project Costs and three Additive Alternate Project Costs adjusted for market conditions as detailed below:

Base Project Costs – Piping from Seven Rivers Hospital south to North Turkey Oak Drive to an existing lift station LS 13 - ***$7,960,000***
Add Alternate #1 – Pipe crossing across U.S. Hwy. 19 at Powerline Road - ***$90,000***
Add Alternate #2 – Pipeline segment that runs from Seven Rivers Hospital north to Powerline Road - ***$544,000***
Add Alternate #3 – Pipe crossing across U.S. Hwy. 19 at Seven Rivers - ***$76,000***

Total Project Costs - *$8,670,000*

Attachment: Updated NWQFM Extension - Increased Grant Funding Request (12554 : RESTORE Act: NW Quadrant Force Main Project -



Legend

- Proposed Wastewater Main Project
- City of Crystal River Liimits
- Proposed Lift Station
- Existing Lift Station

Prepared By : Susan O'Connell

Date: August 25, 2020

Source: Enterprise Geodatabase

Map Number: SO000671

Northwest Quadrant Sewer Extension Project

Department of Water Resources
Utilities Division

3600 Sovereign Path
Suite 291
Lecanto, Fl 34461

Ken Cheek
Director

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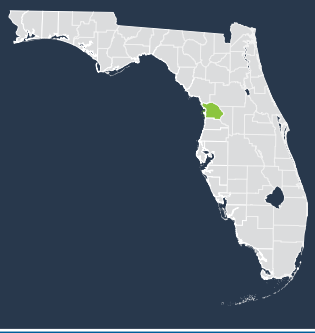
Attachment: Updated NWQFM Extension - Increased Grant Funding Request (12554 : RESTORE Act: NW Quadrant Force Main Project -

CITRUS COUNTY

NW Quadrant Sewer Force Main Project



PROJECT NO. 13-1

Project Description

OVERVIEW AND LOCATION

This project involves the extension of a wastewater force main to areas in Citrus County that are served primarily by septic systems and private wastewater treatment package plants. The wastewater will be routed to a regional wastewater treatment plant to produce reclaimed water, which will be routed to a local golf course for beneficial reuse as irrigation supply. The force main will be located along U.S. Highway 19 in the northwest quadrant of Citrus County (**Figure 13-1A)**.

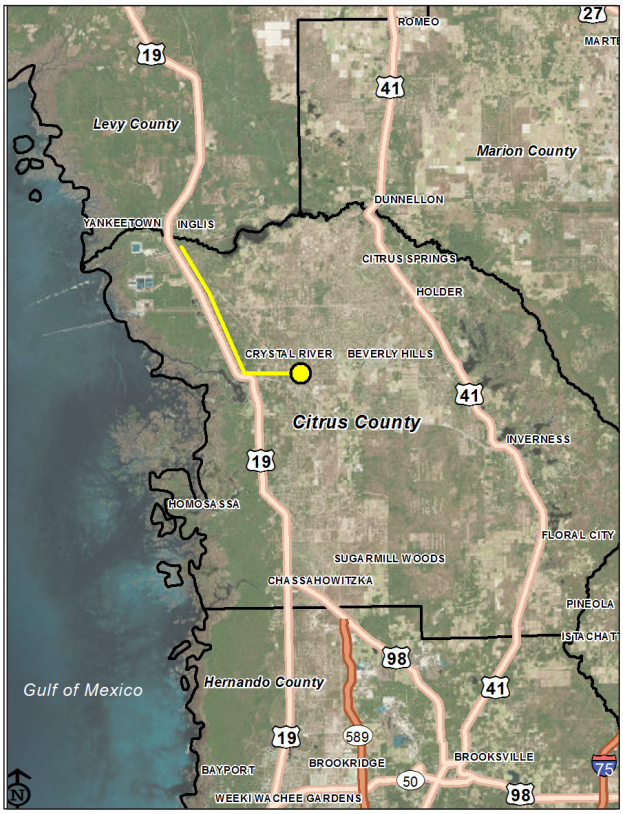


Figure 13-1A. Location of the NW quadrant sewer force main in Citrus County.

NEED AND JUSTIFICATION

Crystal River/Kings Bay is the second-largest springs group in Florida, with more than 70 springs scattered within the 600-acre bay. The springs are the headwaters of Crystal River, which is a short, tidal river that flows 7 miles from the headsprings to where it meets the Gulf of Mexico at Crystal Bay in Citrus County, Florida. The Crystal River/Kings Bay springshed, which contributes groundwater to Crystal River/Kings Bay springs, is approximately 250 square miles of urbanized and agricultural lands, forested uplands, and wetlands. This springshed covers much of Citrus County.

In recent decades, the Crystal River/Kings Bay system has been impacted by reduced water clarity, an altered submerged aquatic vegetation community, and elevated nutrients in the related spring systems. The Florida Department of Environmental

Attachment: NW Quad SEP (12554 : RESTORE Act: NW Quadrant Force Main Project - Additional Funding)

Attachment: NW Quad SEP (12554 : RESTORE Act: NW Quadrant Force Main Project - Additional Funding)

Protection (FDEP) determined that nutrients contribute to the degraded condition of Kings Bay and some associated springs, and therefore set a total maximum daily load (TMDL) for nutrients, establishing a nutrient threshold to use as a restoration target (FDEP, 2014). The FDEP reported the following in their Crystal River/Kings Bay Basin Management Action Plan (BMAP):

> *"The Florida Aquifer and Springs Protection Act specifies that if, during the development of a BMAP for an Outstanding Florida Spring (OFS), FDEP identifies on site treatment and disposal systems (OSTDS) as contributors of at least 20% of nonpoint source nitrogen pollution in a primary focus area (PFA) or if DEP determines remediation is necessary to achieve the total minimum daily limits (TMDLs), the BMAP shall include an OSTDS remediation plan. Based on the Crystal River/ Kings Bay Nitrogen Source Inventory and Loading Tool (NSILT) results, septic systems contribute approximately 40% pollutant in the PFA."*

Removing septic system impacts has been identified as a priority water quality management action for the Crystal River/Kings Bay systems by the Southwest Florida Water Management District (SWFWMD) (2015). Water quality management plans for restoring impaired spring systems to a healthy condition focus on reducing anthropogenic nutrient inputs to those systems. With respect to nutrient inputs from septic systems, this is especially critical in areas underlain by karst features with a thin overburden. This project will decrease nutrient loads to the Crystal River and Kings Bay by removing impacts of existing septic systems and by preventing the installation of additional systems in areas with karst features and thin overburden.

PURPOSE AND OBJECTIVES

The purpose of this project is to take off-line existing septic systems and private package plants that are known to be a significant source of water pollution in Crystal River/Kings Bay, and to retrofit the affected area with new central sewer collection and conveyance facilities. The objectives of the project are to: (1) eliminate legacy water pollution from old and failing septic systems; (2) improve local water quality in Crystal River/Kings Bay, with a focus on nutrient and bacterial load reductions; and (3) offset the use of potable water for irrigation with reclaimed water from the treated effluent.

PROJECT COMPONENTS

This project involves the construction of a new 5.6-mile wastewater force main along U.S. Highway 19, from the Crystal River to Power Line Station Road, as well as associated lift stations and hook-ups. Installation of the force main will allow for the abandonment of existing septic systems and the decommissioning of two private wastewater treatment package plants. Wastewater flows resulting from this project will be treated at Citrus County's Meadowcrest regional wastewater treatment plant and then routed to a local golf course for beneficial reuse as irrigation supply. This project will generate approximately 2 million gallons per day of highly treated reclaimed water.

This project is in the concept phase only, and a feasibility study is currently being conducted using other funding. The total number of septic systems to be taken off-line has not yet been fully assessed due to the need for the construction of additional lateral collectors. Construction of the force main is the first step in providing centralized sewer service for the entire northwest quadrant of Citrus County.

Figure 13-1B. Kayakers on Kings Bay.

Contributions to the Overall Economic and Ecological Recovery of the Gulf

Crystal River and Kings Bay are renowned for their clear, warm waters, and are visited by the thousands of tourists each year. These waterbodies provide the largest winter refuge for the West Indian manatee on the Florida Gulf Coast. Accordingly, this system is a national wildlife refuge, and an Outstanding Florida Water as designated by the State of Florida, and a priority Surface Water Improvement and Management waterbody as designated by SWFWMD. **Figure 13-1B** shows a photograph of kayakers on Kings Bay.

The Crystal River/Kings Bay system discharges into the Gulf of Mexico near the middle of the Springs Coast of Florida. The Springs Coast supports a variety of important coastal habitats, including seagrass beds, oyster bars, mangroves, and salt marshes that are dependent on good water quality and can be negatively impacted by high nutrient inputs. This project will improve water quality and the ecological balance in the system by reducing nitrogen loads to the Kings Bay springshed. The FDEP has estimated that upon buildout the project will reduce total nitrogen loads to the Crystal River/Kings Bay springshed by approximately 87,791 pounds per year (FDEP, 2017). This is a very substantial pollutant load reduction to a nutrient-sensitive watershed. Potential pollutant load reduction estimates will be revised upon completion of the preliminary design phase.

This project will also contribute to economic growth in Citrus County, including growth in the ecotourism industry. The force main expansion will increase property values for the parcels it will ultimately serve, and sewer availability will encourage development to currently unimproved parcels in the project area. This will, in turn, grow Citrus County's tax base. The proposed project will also increase workforce development and job creation in both the public and private sectors.

Attachment: NW Quad SEP (12554 : RESTORE Act: NW Quadrant Force Main Project - Additional Funding)

Eligibility and Statutory Requirements

This project is consistent with, and addresses, the following RESTORE Act eligible activity:

- Eligible Activity 1: Restoration and protection of the natural resources, ecosystems, fisheries, marine and wildlife habitats, beaches, and coastal wetlands of the Gulf Coast region

Comprehensive Plan Goals and Objectives

This project is consistent with, and addresses, the following Comprehensive Plan Goals:

- Goal 2: Restore Water Quality and Quantity (primary)
- Goal 1: Restore and Conserve Habitat
- Goal 3: Replenish and Protect Living Coastal and Marine Resources

This project is consistent with, and addresses, the following Comprehensive Plan Objectives:

- Objective 2: Restore, Improve, and Protect Water Resources (primary)
- Objective 1: Restore, Enhance, and Protect Habitats
- Objective 3: Protect and Restore Living Coastal and Marine Resources

Implementing Entities

Citrus County will be the sole implementing entity and grant sub-recipient responsible for the feasibility study, design, permitting, construction, operation and maintenance, and monitoring of this project.

Best Available Science and Feasibility Assessment

Water quality issues related to nutrients in the Crystal River/Kings Bay and associated springs are described in the following reports (and references cited therein):

- *FDEP, 2014. Nutrient TMDL for Kings Bay (water body identifier [WBID] 1341), Hunter Spring (WBID 1341C), House Spring (WBID 1341D), Idiot's Delight Spring (WBID 1341F), Tarpon Spring (WBID 1341G), and Black Spring (WBID 1341H).*
- *FDEP, 2014. Basin Management Action Plans (BMAP): Springs Coast Basin; Rainbow Springs; Kings Bay and Crystal River.*
- *FDEP, 2017. Projects to Restore Aripeka, Weeki Wachee, Kings Bay, Crystal and Rainbow Springs Receive Funding from the Fighting for Florida's Future Budget. FDEP press release, August, 2017.*

This project is consistent with the goals and objectives of the following natural resource management plan:

- *SWFWMD, 2015. Crystal River/Kings Bay Surface Water Improvement (SWIM) Plan: A Comprehensive Conservation and Management Plan. Version 9.209.*

This project is considered to be feasible with respect to the ability to: (1) obtain necessary permits, (2) construct the project within the proposed budget, and (3) effectively operate and maintain the project components over the long term. It should be noted, however, that the final budget could change based on the results of the feasibility study.

Risks and Uncertainties

The project is in the conceptual phase. Project risks and uncertainties will be identified during the feasibility study, design, and permitting phases. However, in the evaluation of this project concept, no significant risks or uncertainties have been identified other than the total cost.

Success Criteria and Monitoring

This project will affect water quality in adjacent freshwater and estuarine systems. Specific success criteria will be developed in the project grant request. It is anticipated that quantitative success criteria will be developed for the following changes:

- Number of septic systems taken off-line
- Number of private package plants taken off-line
- Estimated total nitrogen load reductions to the springshed

In the program grant request, a detailed monitoring program design will be described that addresses data collection and assessment methodologies for the above-listed criteria. Citrus County is committed to implementing the necessary monitoring program and coordinating with other regional water quality monitoring entities to quantify project benefits.

Milestones and Schedule

The total estimated time horizon of this project is approximately 6 years. The project is expected to begin in 2018 and end in 2023. Implementation of this project has been divided into 3 milestones, as shown in the chart below. A. feasibility study is currently being conducted using other funding. The project will be ready to begin final design and permitting in 2018.

MILESTONE	YEARS FROM SEP APPROVAL															
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Final design and permitting																
Construction																
Success monitoring																

Budget and Funding Sources

The project cost has been estimated at $6,500,000 based on the best available information. Citrus County is committed to allocating $3,500,000 of its share of the Florida Spill Impact Component to this project. In addition, during the 2017–18 fiscal year, FDEP and SWFWMD are providing a total of $3,000,000 in collaborative funding toward the project. Citrus County will also be seeking other leveraged funding sources. A summary of the project budget and funding sources is provided in the table below.

Attachment: NW Quad SEP (12554 : RESTORE Act: NW Quadrant Force Main Project - Additional Funding)

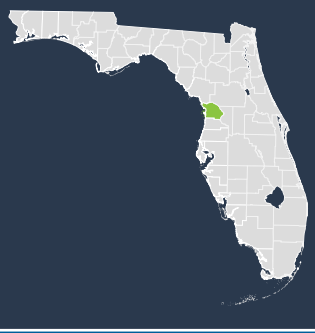
MILESTONE	ESTIMATED TOTAL DOLLARS	ESTIMATED POT 3 ALLOCATION
Final design and permitting	$570,000	$285,000
Construction	$5,930,000	$3,215,000
Implementation Subtotal	**$6,500,000**	**$3,500,000**
Monitoring	$0	$0
Total Cost	**$6,500,000**	**$3,500,000**
SECURED FUNDING SOURCES		
Spill Impact Component		$3,500,000
Direct Component		$0
FDEP/SWFWMD collaborative Springs funding		$3,000,000
Other grants or co-funding		$0
Other County funds		$0
Total Secured Funding		**$6,500,000**
Budget Shortfall		**$0**
POTENTIAL LEVERAGED FUNDING SOURCES		
Natural Resource Damage Assessment		
F.07 Water and Waste Disposal Systems for Rural Communities		
F.11 Community Facilities Direct Loan and Grant Program in Florida		
F.12 Community Facilities Technical Assistance and Training Grant		
F.15 Rural Economic Development Loan and Grant Program in Florida		
F.17 Grant Program to Establish a Fund for Financing Water and Wastewater Projects		
O.22 Florida Rural Water Association Loan Program		
O.40 Southeast Rural Community Assistance Project (SERCAP) Loan Fund Program		
O.46 Water/Wastewater Loans		
S.13 Florida Job Growth Grant Fund		
S.14 Small Cities Community Development Block Grant (CBDG) Program		
S.15 Small Cities CBDG Section 108 Loan Guarantees		
S.18 Clean Water State Revolving Fund (CWSRF)		
S.21 CWSRF Small Community Wastewater Construction Grants		
S.36 Water Projects		

Partnerships/Collaboration

Citrus County will continue to work closely with the Florida Department of Environmental Protection and Southwest Florida Water Management District to accomplish the goals of this project. The County is also collaborating with the City of Crystal River.

CITRUS COUNTY

Springshed Stormwater Improvement Program



PROJECT NO. 13-4

Project Description

OVERVIEW AND LOCATION

This program involves the construction and management of several regional facilities in the springshed of the Crystal River/Kings Bay system. The headwaters of this surface water are fed by several major artesian springs, the springshed of which covers large portions of northwest and central Citrus County. The proposed regional facilities will provide treatment of runoff from roadways as well as urban and agricultural land uses, and will facilitate infiltration and aquifer recharge in the headwaters of this springshed. The general locations of the proposed treatment facilities are shown in **Figure 13-4A**.

Figure 13-4A. General location of proposed regional stormwater treatment facilities in Citrus County.

NEED AND JUSTIFICATION

Crystal River/Kings Bay is the second-largest springs group in Florida, with more than 70 springs scattered within the 600-acre bay. The springs are the headwaters of Crystal River, which is a short, tidal river that flows 7 miles from the headsprings to where it meets the Gulf of Mexico at Crystal Bay in Citrus County, Florida. The Crystal River/Kings Bay springshed, which contributes groundwater from the Floridan aquifer to Crystal River/Kings Bay Springs, is approximately 250 square miles of urbanized and agricultural lands, forested uplands, and wetlands. This springshed covers much of northwest and central Citrus County.

In recent decades, the Crystal River/Kings Bay system has been impacted by reduced water clarity, an altered submerged aquatic vegetation community, and elevated nutrients in the related spring systems. The Florida Department of Environmental Protection (FDEP) determined that nutrients contribute to the degraded condition of

Attachment: Springshed SEP (12554 : RESTORE Act: NW Quadrant Force Main Project - Additional Funding)

Attachment: Springshed SEP (12554 : RESTORE Act: NW Quadrant Force Main Project - Additional Funding)

Kings Bay and some associated springs, and therefore set a total maximum daily load for nutrients, establishing a nutrient threshold to use as a restoration target (FDEP, 2014).

Figure 13-4B. Regional stormwater treatment facility in Citrus County.

Reducing nutrient loads to the Floridan aquifer has been identified as a priority water quality management action for the Crystal River/Kings Bay systems by the Southwest Florida Water Management District (SWFWMD) (2015). Water quality management plans for restoring impaired spring systems to a healthy condition focus on reducing anthropogenic nutrient inputs to those systems. With respect to nitrogen inputs, this is especially critical in areas underlain by karst features with a thin confining overburden. This program will decrease nutrient loads to the Crystal River/Kings Bay system by reducing the impacts of untreated stormwater runoff from roadways as well as urban and agricultural land uses in the springshed. In addition, the program will enhance the recharge of the Floridan aquifer by capturing and treating runoff, and then infiltrating it back to the groundwater system rather than discharging it directly to surface waters.

PURPOSE AND OBJECTIVES

The purpose of this project is to provide regional stormwater treatment in the Crystal River/Kings Bay springshed and headwaters. The objectives of the project are to: (1) reduce legacy water pollution from untreated stormwater runoff from roadways as well as urban and agricultural land uses; (2) minimize future pollution from these sources resulting from increasing urbanization; (3) improve local water quality in Crystal River/Kings Bay, with a focus on nutrient load reductions; and (4) enhance the recharge of the Floridan aquifer in the headwaters of the Crystal River/Kings Bay springshed.

PROJECT COMPONENTS

Citrus County has designated several key properties to develop regional stormwater facilities that will capture and treat runoff and allow it to slowly infiltrate back into the aquifer. To date, two facilities have been constructed and are operational, and this program will add six new regional stormwater facilities. The hydrogeology of Citrus County is characterized by karst limestone with a thin confining layer; therefore, regional stormwater treatment ponds in this area infiltrate runoff rapidly into the aquifer, and are dry much of the time. A photograph of a regional stormwater treatment facility in Citrus County is shown in **Figure 13-4B**.

Citrus County has selected the sites and started design for three of the stormwater facilities, and plans to perform feasibility assessments on the remaining three sites. Property assessments, design, permitting, and monitoring will all be paid for through Citrus County funds. Citrus County is seeking to use Pot 3 funds for construction only.

Eligibility and Statutory Requirements

This project is consistent with, and addresses, the following RESTORE Act eligible activity:

- Eligible Activity 1: Restoration and protection of the natural resources, ecosystems, fisheries, marine and wildlife habitats, beaches, and coastal wetlands of the Gulf Coast region.

Comprehensive Plan Goals and Objectives

This project is consistent with, and addresses, the following Comprehensive Plan Goal:

- Goal 2: Restore Water Quality and Quantity.

This project is consistent with, and addresses, the following Comprehensive Plan Objective:

- Objective 2: Restore, Improve, and Protect Water Resources.

Implementing Entities

Citrus County will be the sole implementing entity and grant sub-recipient responsible for the design, construction, and success monitoring of the program.

Best Available Science and Feasibility Assessment

Water quality issues related to nutrients in the Crystal River/Kings Bay and associated springs are described in the following reports (and references cited therein):

- *FDEP, 2014. Nutrient TMDL for Kings Bay (water body identifier [WBID] 1341), Hunter Spring (WBID 1341C), House Spring (WBID 1341D), Idiot's Delight Spring (WBID 1341F), Tarpon Spring (WBID 1341G), and Black Spring (WBID 1341H).*
- *FDEP, 2014. Basin Management Action Plans (BMAP): Springs Coast Basin; Rainbow Springs; Kings Bay and Crystal River.*

This project is also consistent with the goals and objectives of the following natural resource management plan:

- *SWFWMD, 2015. Crystal River/Kings Bay Surface Water Improvement (SWIM) Plan: A Comprehensive Conservation and Management Plan. Version 9.209.*

The type of regional stormwater treatment facilities proposed in this program are commonly permitted and implemented in Florida. This project is considered to be feasible with respect to the ability to: (1) obtain necessary permits; (2) construct the project within the proposed budget; and (3) effectively operate and maintain the project components over the long term.

Risks and Uncertainties

In the evaluation of this program, no significant risks or uncertainties have been identified.

Attachment: Springshed SEP (12554 : RESTORE Act: NW Quadrant Force Main Project - Additional Funding)

Success Criteria and Monitoring

This project will affect water quality in adjacent freshwater and estuarine systems. Specific success criteria will be developed in the project grant request. It is anticipated that quantitative success criteria will be developed for the following changes:

- Number of acres treated
- Volume of runoff treated and recharged to the Floridan aquifer
- Estimated total nitrogen load reductions to the springshed.

In the project grant request, a detailed monitoring program design would be described that addresses data collection and assessment methodologies for the above-listed criteria. Citrus County is committed to implementing the necessary monitoring program and coordinating with other regional water quality monitoring entities to quantify project benefits.

Milestones and Schedule

The total estimated time horizon of this program is approximately 8 years. It is expected to begin in 2026 and end in 2033. Implementation of this program has been divided into several milestones, as shown in the chart below.

MILESTONE	YEARS FROM SEP APPROVAL															
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Feasibility study and preliminary design																
Final design and permitting																
Construction – Site 1																
Construction – Site 2																
Construction – Site 3																
Construction – Site 4																
Construction – Site 5																
Construction – Site 6																
Success monitoring																

Budget and Funding Sources

The program cost has been estimated at $4,352,000 based upon the best available information, and Citrus County is committed to allocating $4,352,000 of its share of the Florida Spill Impact Component, and $20,000 of in kind services for monitoring, to cover its program costs. Additional funding will be sought from SWFWMD and the Florida Department of Transportation to potentially expand the extent of the program. A summary of the project budget and funding sources is provided in the following table.

MILESTONE	ESTIMATED TOTAL DOLLARS	ESTIMATED POT 3 ALLOCATION
Feasibility study	$652,800	$652,800
Preliminary design	$870,400	$870,400
Planning Subtotal	**$1,523,200**	**$1,523,200**
Final design and permitting	$870,400	$870,400
Construction	$1,958,400	$1,958,400
Implementation Subtotal	**$2,828,800**	**$2,828,800**
Monitoring	$20,000	$0
Total Cost	**$4,372,000**	**$4,352,000**
COMMITTED FUNDING SOURCES		
Spill Impact Component		$4,352,000
Direct Component		$0
Other grants or co-funding		$0
Other County funds – in kind services for monitoring		$20,000
Total Committed Funding		**$4,372,000**
Budget Shortfall		**$0**
POTENTIAL LEVERAGED FUNDING SOURCES		
Natural Resource Damage Assessment		
F.03 Rural Community Development Initiative Grants		
F.06 SEARCH - Special Evaluation Assistance for Rural Communities and Households		
F.07 Water and Waste Disposal Systems for Rural Communities		
F.11 Community Facilities Direct Loan and Grant Program in Florida		
F.12 Community Facilities Technical Assistance and Training Grant		
F.15 Rural Economic Development Loan & Grant Program in Florida		
F.17 Grant Program to Establish a Fund for Financing Water and Wastewater Projects		
F.21 Watershed Protection and Flood Prevention		
O.22 Florida Rural Water Association Loan Program		
O.40 SERCAP Loan Fund Program		
O.43 Southeast Aquatics		
O.46 Water/Wastewater Loans		
S.01 Agricultural Nonpoint Sources Best Management Practices Implementation		
S.13 Florida Job Growth Grant Fund		
S.13 Florida Job Growth Grant Fund		
S.14 Small Cities Community Development Block Grant (CBDG) Program		
S.15 Small Cities Community Development Block Grants (CBDG) Section 108 Loan Guarantees		
S.18 Clean Water State Revolving Fund (CWSRF)		
S.21 CWSRF Small Community Wastewater Construction Grants		
S.25 Innovative Nutrient and Sediment Reduction and Conservation Pilot Project Program		
S.27 Nonpoint Source Management Program (NPSM) - Section 319		
S.32 Springs Restoration		
S.36 Water Projects		
S.52 SWFWMD Cooperative Funding Initiative		

Attachment: Springshed SEP (12554 : RESTORE Act: NW Quadrant Force Main Project - Additional Funding)

Partnerships/Collaboration

Citrus County will continue to work closely with Southwest Florida Water Management District and Florida Department of Transportation on the implementation and monitoring of these regional stormwater facilities.

RESTORE Act
Attachment: Springshed SEP (12554 : RESTORE Act: NW Quadrant Force Main Project - Additional Funding)

AGENDA MEMORANDUM

FROM:	Jeff Kinnard D.C., Commissioner
SUBJECT:	Obtain Appraisal and Seek Grants for the "Pirates Cove" property adjacent to the Ozello Boat ramp.
AGENDA DATE:	**March 09, 2021**

BRIEF OVERVIEW:

The estate of George Decker has decided to move forward with the sale of the Pirates Cove Property adjacent to the Ozallo Boat Ramp. They have engaged the services of a realtor to market the property.

The site is about 3.6 acres and has about 750 feet of water frontage according to this listing. The current zoning is a combination of CLC and CLR and the asking price is $825,000. A copy of the listing information is attached and is available at the following link:

https://matrix.mlscitrus.com/matrix/shared/YbR9gMJDnm/360NMulletPoint

2020 vacant land sales on Sanddollar Ln, involved parcel Nos. 2295198 <tel:2295198>, 1949211 <tel:1949211>, 1956633 <tel:1956633>, and Parcels 1004314 <tel:1004314> and 1004322 <tel:1004322> (which were adjacent parcels sold together in one transaction). The cumulative purchase price of all these parcels (which each ranged from .32 to .42 acres in size totaling 1.85 acres in aggregate) was $337,500. This results in an average $182.432 per acre price.

Administrator's Note: Please note two appraisals are required under State because of the value of the property. We have received the price to appraise this property as residential. The two lowest quotes were $1,100 and $2,900. An appraiser values property based on their being "marketable" title. There appear to be known issues with the title. The Realtor is aware of the issue. Consequently, we recommend that the appraisal be made after the title is deemed "marketable of any and all defects".

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
9999-60999	Reserve BCC Action	$1,006,988	$0	$0	$1,006,988

*Available balance prior to approval

RECOMMENDED ACTION:
Provide Board direction as appropriate.

Steve Varnadoe
RE/MAX Realty One
SteveVarnadoe@remax.net
Office Ph: (352) 795-2441

360 N Mullet Point

Crystal River, FL 34429
MLS#: 797827

Map

$825,000 New Listing

Active

Vacant Land

3.60 Acres

Single Family Residential

CLR Zoning

1 / 38

Prime Open Water Acreage! This is rare 3.6 acre waterfront site that is perfect for your dream home right on the bay at the end of Ozello Trail. An extremely unique bay front site in Citrus County that has Gulf frontage. The property is nicely elevated and has over 750 feet of

Attachment: 360 Mullet – $825,000 (12550 : Obtain Appraisal and Seek Grants for the "Pirates Cove" property adjacent to the Ozello Boat ramp.)

waterfrontage. This property has excellent paved road access along two sides. Ozello water services the area. The site includes about 1/2 acre of commercial land which could possibly allow for some commercial uses. If you love to fish, boat, scallop or just enjoy nature at it's finest, this is the site for you.

About 360 Mullet, Crystal River, FL 34429

Directions: **US 19 to Ozella Trail (494) to end. Right on Sanddollar. Property is located at the corner of Sandollar and Pirate Point. See attached Survey. Adjacent to the Ozella public boat ramp.**

General Description

List Price	**$825,000**
MLS Number	**797827**
Property Type	**Vacant Land**
Property Sub Type	**Vacant Land**
Cross Street Name	**Sanddollar Ln**
County Or Parish	**Citrus**
MLS Area Major	**18**
City	**Crystal River**
Subdivision	**Sunny Isles**
Acres	**3.60**
Lot Size SQFT	**156,816**
Waterfront	**Waterfront**
HOA	**No**
Auction YN	**No**
Sale Type	**Arm's Length**
Elementary	**Crystal River Primary**
Middle	**Crystal River Middle**
High	**Crystal River High**

Features

Water Type	**Salt Water, Gulf Front**
Water Frontage	**750**
Water Features	**Open Water View**
Restrictions	**No Restrictions**
Lot Features	**Acreage, Irregular**
Land Use Description	**Single Family Residential**
Buildings	**Shed/Utility**
Community Amenities	**Boat Ramp, Park**
Road Type	**County, Paved**
Zoning	**CLR**
Flood Zone	**V**

Attachment: 360 Mullet – $825,000 (12550 : Obtain Appraisal and Seek Grants for the "Pirates Cove" property adjacent to the Ozello Boat ramp.)

Water And Sewer	**Septic-Needed, Water-Public**
Legal Description	**Lots 05, 10.1, 11.1, 11.2, 11.3, 12.1 and 12 Sunny Isles Estates. (Full legal on attached survey)**

Financial Information

Tax Amount	**3,264.00**
Tax Year	**2,020**
Possession	**At Close**
Terms Available	**Cash, Conventional**

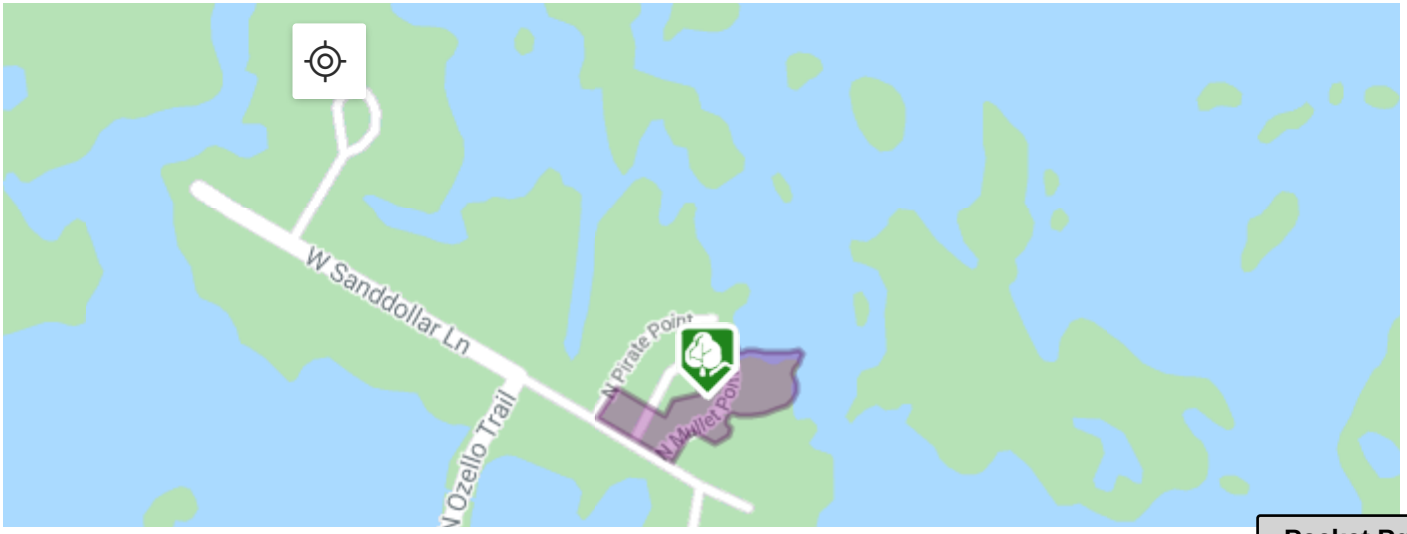
Assessment & Tax

Assessment Year	**2020**	**2019**	**2018**
Assessed Value - Total	$193,850	$193,850	$193,750
Assessed Value - Land	$190,400	$190,400	$190,400
Assessed Value - Improved	$3,450	$3,450	$3,350
YOY Change ($)	$	$100	
YOY Change (%)	0%	0%	

Tax Year	**2020**	**2019**	**2018**
Total Tax	$2,894.31	$2,934.67	$2,976.99
YOY Change ($)	-$40	-$42	
YOY Change (%)	-1%	-1%	

Notes for you and your agent

Notes for, and from, your contacts appear here when viewing this listing in a contact's results.



Attachment: 360 Mullet – $825,000 (12550 : Obtain Appraisal and Seek Grants for the "Pirates Cove" property adjacent to the Ozello Boat ramp.)

Tools

Steve Varnadoe | RE/MAX Realty One | SteveVarnadoe@remax.net | Ph:

Attachment: 360 Mullet – $825,000 (12550 : Obtain Appraisal and Seek Grants for the "Pirates Cove" property adjacent to the Ozello Boat ramp.)

ADDITIONAL INFORMATIO L.1.b
ITEM 2-1 DATE 2/9/21

Douglas A. Wright

From: Diane Streck <DStreck@sacapa.org>
Sent: Tuesday, January 26, 2021 6:08 AM
To: comments
Subject: [EXTERNAL]Purchase of Pirates Cove

WARNING: This email originated from an external Domain **DO NOT CLICK** unless you recognize the sender and know the content is safe.

Dear commissioners, please move forward on the process of purchasing pirates cove in ozello. We still have sweet and fond memories of picnicking there and exploring the area looking for shells and my aunt even remembers when there was a restaurant there.
I believe this area would suit the needs of the community well if it was a park and would be kept safe from further development.
Ozello is a wonderful community and we would like to keep it that way by preventing further development of the areas down on the point which would cause additional stress on the roadways and the "wild" areas that contribute so much to the uniqueness of that community.

Attachment: Additional Information for item L1 (12550 : Obtain Appraisal and Seek Grants for the "Pirates Cove" property adjacent to the Ozello

L1 Q

Board of County Commissioners
Speakers Form

When you approach the Board to address noted item, please give this form to the Clerk.

Please Print

Date: 2-9-21

Name: DEB Infantine

Address: 5333 Tangelo
Av

Telephone #:

Item to be Addressed: 352-302-8046

Attachment: Public Speaker Forms for item L1 (12550 :

L1

Board of County Commissioners
Speakers Form

When you approach the Board to address noted item, please give this form to the Clerk.

Please Print

Date: _____

Name: John GREEN

Address: 347 N. Mullet Point
CR

Telephone #: 795 8002

Item to be Addressed: PIRATES Cove

Attachment: Public Speaker Forms for item L1 (12550 :

AGENDA MEMORANDUM

FROM:	Scott Carnahan, Commissioner
SUBJECT:	Reauthorization of the State of Emergency
AGENDA DATE:	**March 09, 2021**

BRIEF OVERVIEW:
Discussion and vote on continuing reauthorization of the State of General Emergency.

BUDGET IMPACT/FUNDING SOURCE:

RECOMMENDED ACTION:
Discussion and vote on continuing reauthorization of the State of General Emergency.

AGENDA MEMORANDUM

FROM:	Michael Sherman,
SUBJECT:	5:01 PM Public Hearing AA-21-01 Margaret Grimm
AGENDA DATE:	**March 09, 2021**

BRIEF OVERVIEW:

Request to amend the Land Development Code Atlas Map and the Master Plan of Sugarmill Woods Cypress Village; from Planned Development Residential (multi-family designation) to Planned Development Residential (single-family designation).

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
					$0

RECOMMENDED ACTION:

a. Conduct a public hearing on March 9, 2021 @ 5:01PM to review and consider AA-21-01 Margaret Grimm.

b. If approved, adopt and authorize the Chairman and Clerk to execute the ordinance for AA-21-01 - Margaret Grimm.

ORDINANCE NO. 2021-

AN ORDINANCE OF CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AMENDING THE CITRUS COUNTY LAND USE ATLAS MAP AND THE SUGARMILL WOODS CYPRESS VILLAGE MASTER PLAN BY REDESIGNATING APPROXIMATELY 0.65 ACRES FROM MULTI-FAMILY RESIDENTIAL USE TO SINGLE-FAMILY RESIDENTIAL USE; PROVIDING FOR APPLICABILITY; PROVIDING FOR MODIFICATION THAT MAY ARISE FROM CONSIDERATION AT THE PUBLIC HEARINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR SCRIVENER'S ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on June 12, 2012, the Board of County Commissioners adopted the Citrus County Land Development Code as Ordinance No. 2012-06; and

WHEREAS, certain Atlas Amendments are necessary to maintain consistency with the Citrus County Comprehensive Plan; and

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA AS FOLLOWS:

1. The following described lands are hereby redesignated on the Citrus County Land Use Atlas Map and the Sugarmill Woods Cypress Village Master Plan of Development (PUD):

   AA-21-01 Margaret Grimm

   Re-designation of approximately 0.65 acres from multi-family residential use to single-family residential use on the Sugarmill Woods Cypress Village Master Plan; modifying the Land Use Atlas Map as presented in AA-21-01 and as further described in Exhibit "A", legal description, and Exhibit "B", conditions of approval, attached hereto and incorporated herein by reference.

2. The Atlas of the Land Development Code of Citrus County, Florida is hereby amended to reflect the changes described in Sections 1 of this Ordinance.

3. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Attachment: Ordinance (12539 : 5:01 PM Public Hearing AA-21-01 Margaret Grimm)

4. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held illegal, invalid or unconstitutional by the decision of any court or regulatory body of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof. The Board of County Commissioners hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared illegal, invalid or unconstitutional and all ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

5. It is the intent of the Board of County Commissioners that the provisions of this ordinance may be modified as a result of considerations that may arise during public hearings. Such modifications shall be incorporated into the final version of the ordinance adopted by the Board and filed by the Clerk to the Board.

6. This ordinance shall become effective simultaneous with the effective date of the associated Comprehensive Plan Amendment.

DONE AND ADOPTED in regular meeting by the BOARD OF COUNTY COMMISSIONERS OF CITRUS COUNTY, FLORIDA, this _____ day of _____, 2021.

ATTEST:

CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISON OF THE STATE OF FLORIDA

BY:

ANGELA VICK, CLERK OF COURT

SCOTT CARNAHAN, CHAIRMAN

APPROVED AS TO FORM FOR THE RELIANCE OF CITRUS COUNTY ONLY

DENISE A. DYMOND LYN, COUNTY ATTORNEY

Attachment: Ordinance (12539 : 5:01 PM Public Hearing AA-21-01 Margaret Grimm)

EXHIBIT A

AA-21-01

LEGAL DESCRIPTION

Lot 8, Block B-N, of the Sugarmill Woods Cypress Village subdivision, Plat Book 9, Page 86.

Attachment: Ordinance (12539 : 5:01 PM Public Hearing AA-21-01 Margaret Grimm)

EXHIBIT B

AA-20-01

CONDITIONS OF APPROVAL

1. The Sugarmill Woods Planned Unit Development (PUD) is modified to allow single-family detached residential on Lot 8, Block B-N, of the Sugarmill Woods Cypress Village subdivision as outlined in this application date-stamped received November 3, 2020, by the Land Development Division.

2. Site development requires connection to central water and sewer.

3. All other standards within the Sugarmill Woods Cypress Village Master Plan shall be met unless specifically outlined within these conditions.

4. Where standards are not specified herein, the Citrus County Land Development Code standards (or current code standards) will apply.

5. Minor modifications to this Master Plan of Development may be approved by the Director of the Land Development Division as outlined within Section 4304 of the LDC.

Attachment: Ordinance (12539 : 5:01 PM Public Hearing AA-21-01 Margaret Grimm)

H. **STAFF ANNOUNCEMENTS**: None.

I. **EX PARTE COMMUNICATIONS:**

Chairman Brender polled the PDC members on whether they had any ex parte communications concerning the applications to be heard. All PDC members said they had no ex parte communications.

J. **APPLICATIONS**

1. **ATLAS AMENDMENT**

a. **AA-21-01 Margaret Grimm**

REQUEST: This request is to amend the Land Development Code (LDC) Atlas Map and the Master Plan on the subject property in Sugarmill Woods Cypress Village from Planned Development Residential (multi-family designation) to Planned Development Residential (single-family designation).

LOCATION: Section 17, Township 20 South, Range 18 East; more specifically, Lot 8, Block B-N, of the Sugarmill Woods Cypress Village subdivision, Plat Book 9, Page 86; also known as Alternate Key Number 1529191, which address is known as 25 Seagrape St., Homosassa, FL. A complete legal description is on file with the Land Development Division.

STAFF CONTACT: Joe Hochadel, Principal Planner

INTRODUCTION: Ms. Wright's overview included an aerial view of the subject property, the master plan designation of the subject property and surrounding area and photos of the subject property and surrounding area.

APPLICANT: The applicant, Margaret Grimm, stated that she is requesting to change the designation on the property from multi-family to single-family.

QUESTIONS FROM STAFF: None.

COMMISSION QUESTIONS/COMMENTS: None.

STAFF: The applicant requested to change the Master Plan designation of the subject property located in Sugarmill Woods Cypress Village from PDR (Planned Development Residential multi-family) to PDR (Planned Development Residential single-family). Mr. Hochadel's presentation included an aerial view of the subject property, the master plan designation of the subject property and surrounding area, a copy of the plat of Sugarmill Woods Cypress Village and photos of the subject property and surrounding area. The property is approximately .65 acres and is currently vacant. The proposed change in

Attachment: January 7, 2021,PDC minutes (12539 : 5:01 PM Public Hearing AA-21-01 Margaret Grimm)

designation would decrease the density in the development. The request does appear to be compatible to the adjacent area.

COMMISSION QUESTIONS: None.

PROPONENT: None.

OPPONENT: None.

MOTION: The Planning and Development Commission finds application ***AA-21-01 CONSISTENT*** with the Citrus County Comprehensive Plan and Citrus County Land Development Code and that this Board recommends ***APPROVAL WITH CONDITIONS*** of the application to the Board of County Commissioners based upon the evidence and testimony presented, and the staff report and conclusions regarding this petition.

MOTION:

1st Mr. Bramblett 2nd Mr. Bass

VOTE: 6 - 0, Motion Carried

K. ADDITIONAL ITEMS: None.

L. PLANNING AND DEVELOPMENT COMMISSION MEMBER COMMENTS: None.

M. ADJOURN

The Planning and Development Commission adjourned at 9:14 a.m.

Respectfully submitted,

Cheryl Burton, Recording Secretary

Attachment: January 7, 2021,PDC minutes (12539 : 5:01 PM Public Hearing AA-21-01 Margaret Grimm)

PM2-21-12

DEPARTMENT OF GROWTH MANAGEMENT
ATLAS AMENDMENT
STAFF FINDINGS REPORT
TO THE
BOARD OF COUNTY COMMISSIONERS

APPLICATION NUMBER AA-21-01 Margaret Grimm
DATE: February 11, 2021
PREPARED BY: Joe Hochadel, Principal Planner; Land Development Division
Miranda Anaya, Senior Planner, Land Development Division

Request to amend the Land Development Code (LDC) Atlas Map and the Master Plan of Sugarmill Woods Cypress Village.

LAND USE ATLAS MAP REQUEST:	From: PDR, Planned Development Residential (multi-family designation) To: PDR, Planned Development Residential (single-family designation)
LOCATION:	Section 17, Township 20 South, Range 18 East; more specifically, Lot 8, Block B-N, of the Sugarmill Woods Cypress Village subdivision, Plat Book 9, Page 86; also known as Alternate Key Number 1529191, which address is known as 25 Seagrape St., Homosassa, FL. A complete legal description is on file with the Land Development Division.
ACREAGE:	Approximately 0.65 acres
SURROUNDING FUTURE LAND DESIGNATION:	North – RMU, Residential Mixed Use South – RMU, Residential Mixed Use East – RMU, Residential Mixed Use West – RMU, Residential Mixed Use
SURROUNDING LAND DEVELOPMENT CODE ATLAS DESIGNATION:	North – PDR, Planned Development Residential (single-family) South – PDR, Planned Development Residential (multi-family use) East – PDR, Planned Development Residential (open space) West – PDR, Planned Development Residential (multi-family use)
SURROUNDING EXISTING LAND USES:	North – Single-Family residence South – Vacant Multi-family use East – common area/buffer area West – Seagrape St.; multi-family

CHARACTERISTICS OF THE SUBJECT PROPERTY

According to the *Soil Survey of Citrus County* (1988), the soil type in the area is Tavares Fine Sand, 0 to 5 percent slopes. The soil is described as moderately well drained, with only slight limitations to development. The subject properties are located in Flood Zone X, as found on the Flood Insurance Rate Map 12017C0431D.

Attachment: Staff report and locator map (12539 : 5:01 PM Public Hearing AA-21-01 Margaret Grimm)

BACKGROUND AND ANALYSIS

The Sugarmill Woods Cypress Village subdivision, located east of U.S.-19 and north of U.S.-98, was platted in 1973. The request is to change the Master Plan designation from multi-family to single-family residential development for Lot 8, Block N. The subject lot is located in a portion of the Sugarmill Woods Cypress Village planned development that is designated as multi-family development near the golf course. The lot is currently vacant.

The applicant would like to develop the lot with a single-family residence. The lot is approximately 0.65 acres in size.

Within the past 20 years, a number of the multi-family residential lots near the golf course within the Sugarmill Woods Cypress Village subdivision, and within Blocks B, G, L, M, and N in particular, have been approved by the County Commission via the Atlas Amendment process for the conversion to single-family residential:

Block B
Lot 19: AA-98-03 and Lot 2: AA-01-05

Block G
Lot 2: AA-02-04
Lots 23 and 24: AA-20-01

Block L & M
Lots 1, 3, and 13: AA-20-03

Block N
Lot 6: AA-99-07
Lot 7: AA-99-16

Consistency with the Land Development Code (LDC) - The applicant has proposed that the existing residential lot would be developed as a single-family home site, which would be similar in size to the size of single-family residential sites within the surrounding area along Seagrape St. adjacent to the golf course.

Consistency with the Comprehensive Plan - All development applications shall demonstrate complete compliance with the Comprehensive Plan. The application appears to be consistent with the following policies of the Comprehensive Plan:

Policy 17.3.4 Residential density allowances will be based on community design criteria and urban service availability. Medium and high density residential developments shall meet County established standards for public facilities, access, and suitability/capability. Central water and sewer facilities will be required for all development of four units per acre or greater. Residential land use densities of more than two units per acre shall have a central water system if septic tanks are used.

Staff comment – The application proposes low density development which will be utilizing public facilities. As proposed, there will be a decrease in the potential overall

Attachment: Staff report and locator map (12539 : 5:01 PM Public Hearing AA-21-01 Margaret Grimm)

number of units in the master development, which continues the trend in the Sugarmill Woods community to consolidate buildable lots and to underutilize residential densities.

Policy 17.5.5 All major modifications to existing Planned Developments shall be approved by the BCC through the Atlas Amendment process. This requirement shall also apply to Planned Developments approved by the Planning and Development Review Board (PDRB) or its predecessor in function.

Staff comment – This has been outlined in the analysis above.

Concurrency –

a) Sanitary Sewer – The future development of the site will require connection to the available central sewer through Citrus County Utilities.
b) Potable Water – The future development of the site will require connection to the available central water through Citrus County Utilities.
c) Solid Waste – The property will utilize solid waste collection with disposal in the Citrus County landfill.
d) Drainage – There are no stormwater/drainage facilities currently onsite.

Summary of Agency Comments: At this time, no agency input has been received.

Summary of Public Comments: At this time, no public input has been received.

PROPOSED FINDINGS OF FACT

Staff reviewed this application under the standards of Section 4300, Planned Unit Developments (PUD), of the LDC. The PDC may recommend, and the BCC may adopt modified conditions of approval pursuant to LDC Section 4302, PUD Approval Procedures, when in the public interest and expressed in formal findings of fact. The reviewing body shall approve, approve with modifications and/or conditions, or disapprove the amendment to the Planned Unit Development. The reviewing body shall enter its reasons for such action in its record. As evidence, the following findings of facts are cited.

A. **Only uses which are consistent with the Comprehensive Plan may be approved as a PUD.** *The single-family residential use proposed is consistent with those located close to the site and as previously approved within the Sugarmill Woods Cypress Village Master Plan.*

B. **Any development approved through the PUD application process, which is not designated a use in the respective land use district for the subject PUD parcel, shall be compatible with established or planned uses both within the development footprint and surrounding neighborhoods and property.** *Single-family residential use is already provided within the Sugarmill Woods Cypress Village Master Plan.*

C. **Accessory uses shall be permitted as set forth within the approved general concept plan or as found by the Board of County Commissioners to be compatible with an approved plan.** *Accessory uses are not proposed with this application.*

Attachment: Staff report and locator map (12539 : 5:01 PM Public Hearing AA-21-01 Margaret Grimm)

D. Subsequent to the approval of a PUD, uses not enumerated may be permitted through amendment of the PUD and approved by the Board of County Commissioners. *The application does not propose any additional uses beyond those allowed in residential districts per the LDC.*

E. The land area included within the PUD development shall be of such proportions as to properly accommodate all proposed uses in keeping with the general requirements of the county and the established objectives and policies of the adopted Comprehensive Plan. *The land area proposed would accommodate the residential unit as proposed.*

F. Landscaping and design and maintenance shall follow the principles of *Florida Friendly Landscaping* ™ and the *Florida Yards and Neighborhoods (FYN) Homeowner Program* to reduce water use and fertilizer runoff.

1. **Planted turf grass and landscaping on residential lots shall be limited to a maximum of 50% of the upland portion of the lot.**
2. **Turf grasses and landscape vegetation shall be common to the area and drought tolerant.**

This application is an amendment to an existing PUD which contains its own standards for landscaping and design.

G. There shall be no specific lot requirements for individual uses; provided, however, that the area designated for any particular use shall be of sufficient size and proportion so as to properly accommodate said use and to provide for adequate open space and buffering between it and an adjacent use. *The applicant will be required to meet all lot standards outlined within the PUD and the Citrus County Land Development Code.*

H. The maximum height of structures, setbacks, and density within a PUD development shall be as specifically established by the Board of County Commissioners in its approval action. *The applicant has not requested a deviation of height, setbacks, or density with this application.*

I. Approval of the proposed PUD development shall include approval of all maps, diagrams, tables, and reports submitted by the applicant. *The applicant has indicated that this lot will be utilized for a single-family residence in lieu of a Conceptual Plan. Other standards are outlined in this application and the conditions proposed.*

J. A planned unit development will terminate within three years of the date of approval if either a site development plan or preliminary subdivision plat application is not filed with the county. If one of these applications is not filed within the specified time frame, the PUD shall be null and void. *This application is bound by the existing terms of the Sugarmill Woods Cypress Village Master Plan.*

Attachment: Staff report and locator map (12539 : 5:01 PM Public Hearing AA-21-01 Margaret Grimm)

SUMMARY OF FINDINGS

The application proposes to redesignate approximately 0.65 acres from multi-family residential to single-family residential for the subject lot.

The Planning and Development Commission (PDC) discussed this application on January 7, 2021. The PDC recommended approval with conditions of the proposed request to amend the Land Development Code Atlas Map. The PDC found that the application is consistent with the Comprehensive Plan. Granting this request will not adversely affect the public interest and would be generally compatible with adjacent properties and other properties in the district provided adherence to the conditions.

SUGGESTED CONDITIONS:

1. The Sugarmill Woods Planned Unit Development (PUD) is modified to allow single-family detached residential on Lot 8, Block B-N, of the Sugarmill Woods Cypress Village subdivision as outlined in this application date-stamped received November 3, 2020, by the Land Development Division.

2. Site development requires connection to central water and sewer.

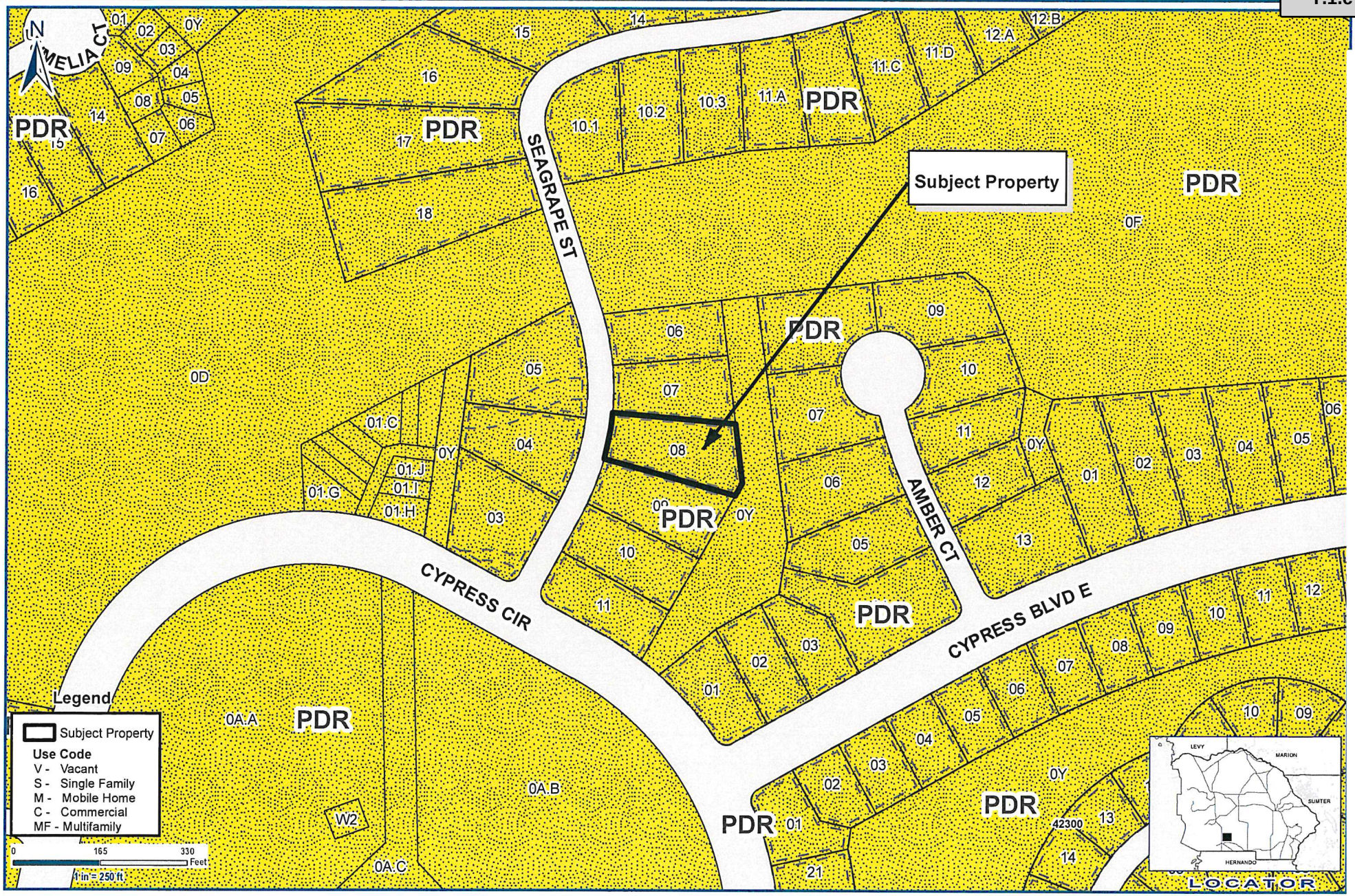
3. All other standards within the Sugarmill Woods Cypress Village Master Plan shall be met unless specifically outlined within these conditions.

4. Where standards are not specified herein, the Citrus County Land Development Code standards (or current code standards) will apply.

5. Minor modifications to this Master Plan of Development may be approved by the Director of the Land Development Division as outlined within Section 4304 of the LDC.

JH/MA/SW/cb

Attachment: Staff report and locator map (12539 : 5:01 PM Public Hearing AA-21-01 Margaret Grimm)



Application #: AA-21-01

Applicant: Margaret S. Grimm

Proposal: From multi-family to single family residential on the Master Plan

Location: 25 Seagrape St, Homosassa FL 34446

S-T-R - 17-20-18

Future Land Atlas: Planned Development Residential (PDR)

Planner Initials: _____ Date: 12/11/20

Geographic Information Systems

Prepared By : William Braunsch
Date: November 13, 2020
Source: Enterprise Geodatabase
Map Number: WB0000458

Cynthia P. Skelhorn
Director

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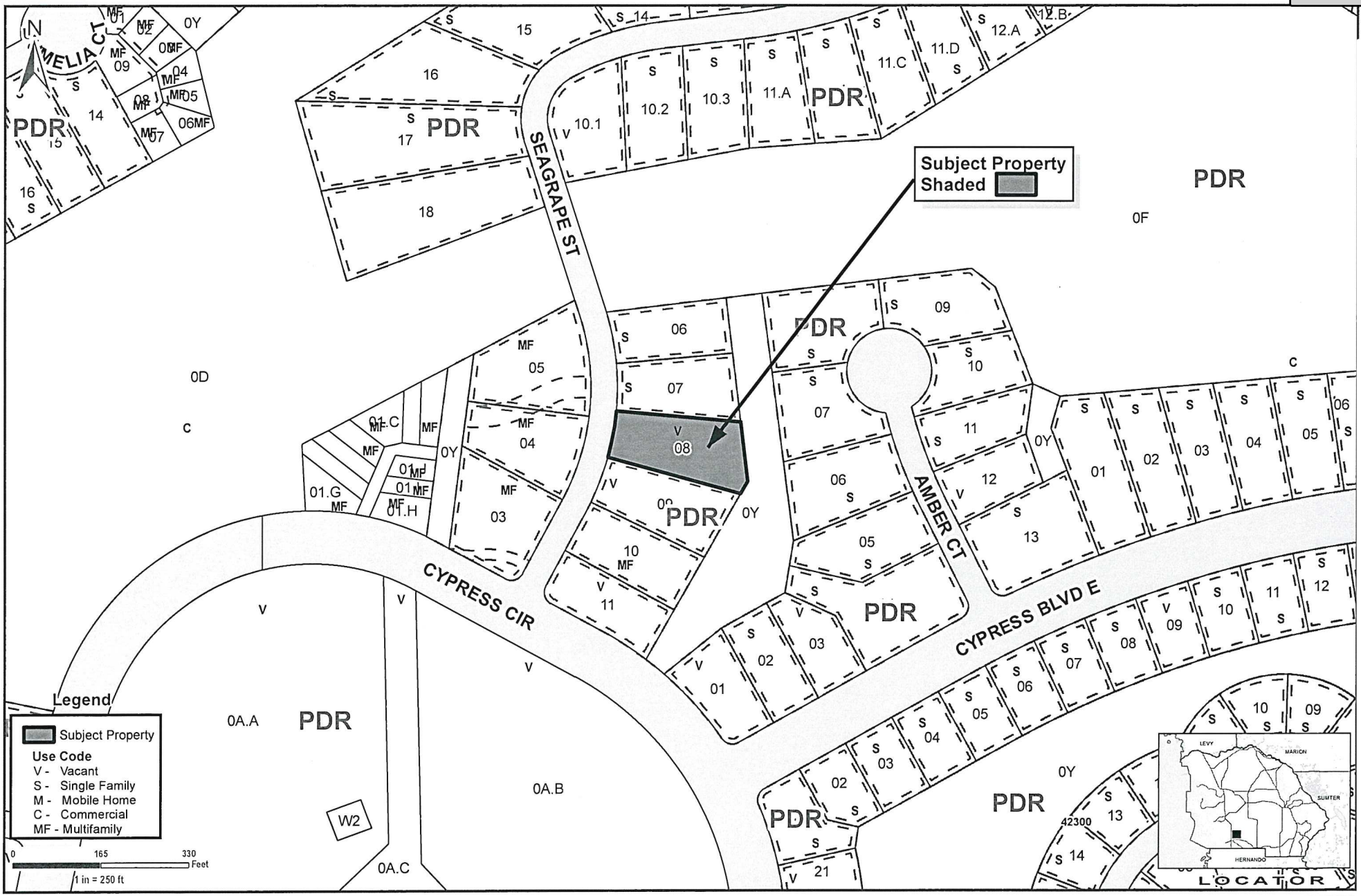

Application #: AA-21-01	Applicant: Margaret S. Grimm
Proposal: From multi-family to single family residential on the Master Plan	Location: 25 Seagrape St, Homosassa FL 34446
Future Land Atlas: Planned Development Residential (PDR)	S-T-R - 17-20-18

Planner Initials: _____ Date: 12/1/20

Geographic Information Systems

Prepared By : William Braunsch
Date: November 13, 2020
Source: Enterprise Geodatabase
Map Number: WB0000457

Cynthia P. Skelhorn
Director

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Board of County Commissioners
DEPARTMENT OF GROWTH MANAGEMENT
LAND DEVELOPMENT DIVISION
3600 W. Sovereign Path, Suite 140
Lecanto, FL 34461
Telephone: (352) 527-5239 Fax (352) 527-5428
Toll Free (352) 489-2120 TTY (352) 527-5312
Web Address: www.citrusbocc.com

CITRUS COUNTY LAND DEVELOPMENT CODE
ATLAS AMENDMENT APPLICATION

Application No.: AA-21-01 Date: 11/3/20

* Written Authorization is required if Applicant is different than Owner.

Applicant*
Name: MARGARET S GRIMM
Address: 6 WEEPING WILLOW CT
City: HOMOSASSA
State: FL Zip: 34446
Home No.: 352.419.7633 Cell No.:
Work No.: Fax No.:
Email: ahamiltonflorida@gmail.com

Property Owner
Name: MARGARET S GRIMM
Address: 25 SEAGRAPE ST
City: HOMOSASSA
State: FL Zip: 34446
Home No.: 352.419.7633 Cell No.:
Work No.: Fax No.:
Email: ahamiltonflorida@gmail.com

Property Description: Section: 17 Township: 20 South Range: 18 East
Legal Description: SUGARMILL WOODS 001792
Subdivision: SUGARMILLWOOD Lot(s): 8 Block/Parcel: N
Alternate Key #: 1529119 Parcel ID: 18E20S130010 00080 0080
Acreage: .64 (27,675)

✓ Amendment to the Land Development code Atlas From: MULTI To: SINGLE FAMILY
___ Amendment to a Previously Approved Planned Development Previous Application No.:

Is this hearing being requested as a result of a Code Violation Notice? Yes ___ No ___
If "Yes", explain on a separate sheet and attach a copy of the Notice of Violation.

Applicant Request(s): Change on Master zoning FROM MULTI TO SINGLE FAMILY (PDR)

Directions to Property: SUNCOAST BLVD 19 - SUBDIVISION SUGARMILL WOODS on to CYPRESS W Left TURN onto Seagrape St - property on R

The Applicant is: ✓ Owner of Tract ___ Agent for Property Owner
___ One-Owner Among Several ___ Other (specify)

I am aware that if the property cannot be located using information from the submitted application, this application may be rescheduled to a later hearing date. I also understand that a sign must be placed (and marking flags may be placed) on the property by the Land Development Division at least seven days prior to the scheduled meeting.
I understand that approval for the proposed use shown hereon does not in any way relieve me of the responsibility of observing and complying with any deed restrictions applicable to the subject property.
I hereby authorize Citrus County or its agents to enter upon the property, which is the subject of this application and the date of the hearing thereon, at any time between the hours of 8:00 AM and 5:00 PM for the purpose of gathering any information relevant to this application.
I DO HEREBY SWEAR THAT THE INFORMATION CONTAINED HEREIN AND THE ATTACHMENTS HERETO ARE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE.

X Signature: Margaret S Grimm

STATE OF FLORIDA
COUNTY OF CITRUS

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared MARGARET S GRIMM who is personally known to me or provided Florida Drivers License as identification and who did not take an oath.

WITNESS my hand and official seal this 31 day of October, 2020

Donna Gilbert
Printed Name
Donna Gilbert
Notary Public - State of Florida

Seal

DONNA GILBERT
Notary Public - State of Florida
Commission # GG 359411
My Comm. Expires Aug 31, 2023
Bonded through National Notary Assn.

For Staff Use Only
Date: 11/3
Time:
Initials: SW via email

ATF:
QTR:
LUD:

GFLUM Des:
FZ:

RECEIVED
NOV 03 2020
AA-21
Land Development Division

Revised July, 2017
Page 1 of 1

Attachment: Application (12539 : 5:01 PM Public Hearing AA-21-01 Margaret Grimm)

AA-21-01

Margaret Grimm

Attachment: BCC Planner (12539 : 5:01 PM Public Hearing AA-21-01 Margaret Grimm)

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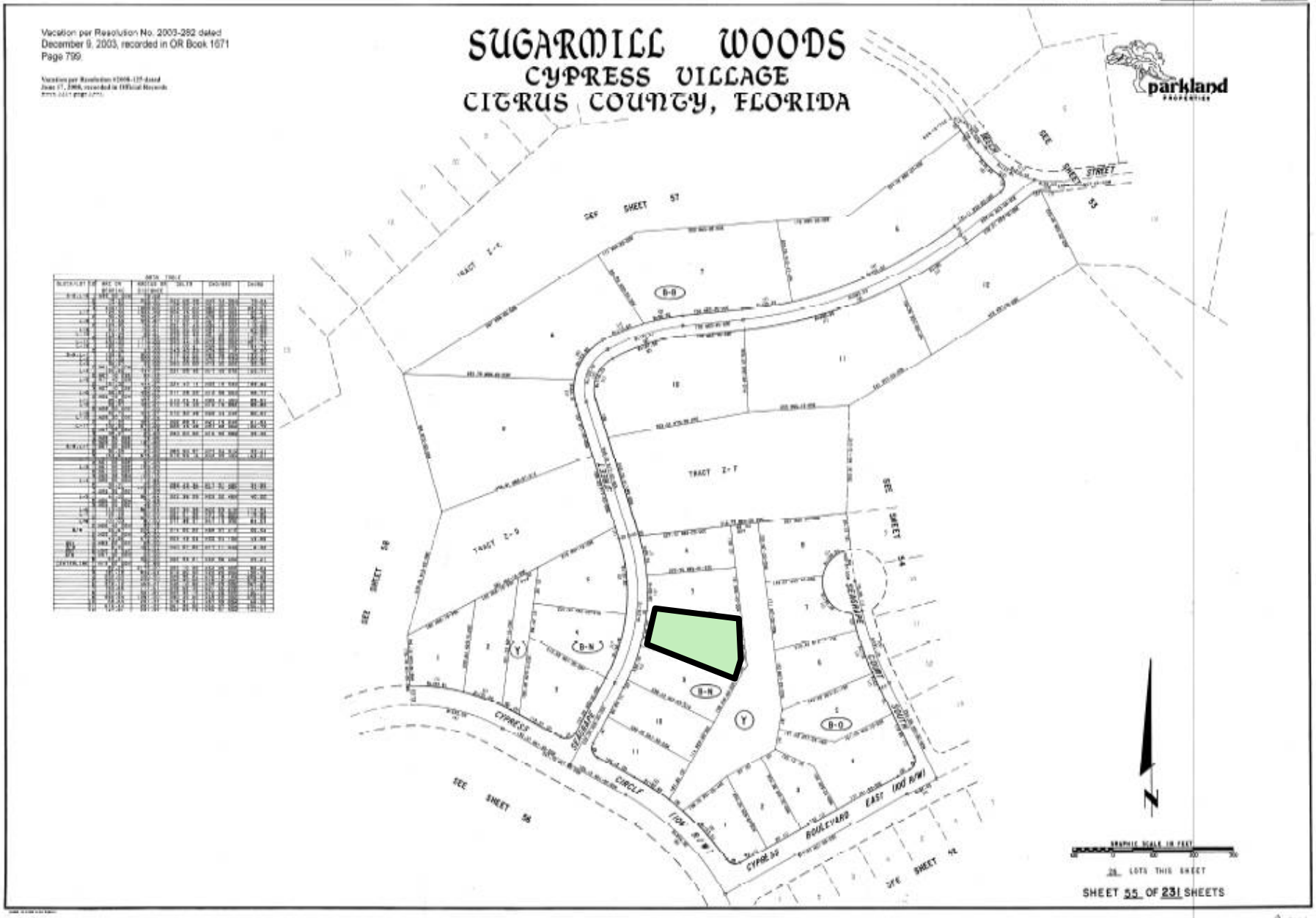
PLAT BOOK 9 PAGE 141

Vacation per Resolution No. 2003-282 dated December 9, 2003, recorded in OR Book 1671 Page 799.

Vacation per Resolution #2000-015 dated January 25, 2000, recorded in OR Book 1350 page 1222.

SUGARMILL WOODS
CYPRESS VILLAGE
CITRUS COUNTY, FLORIDA



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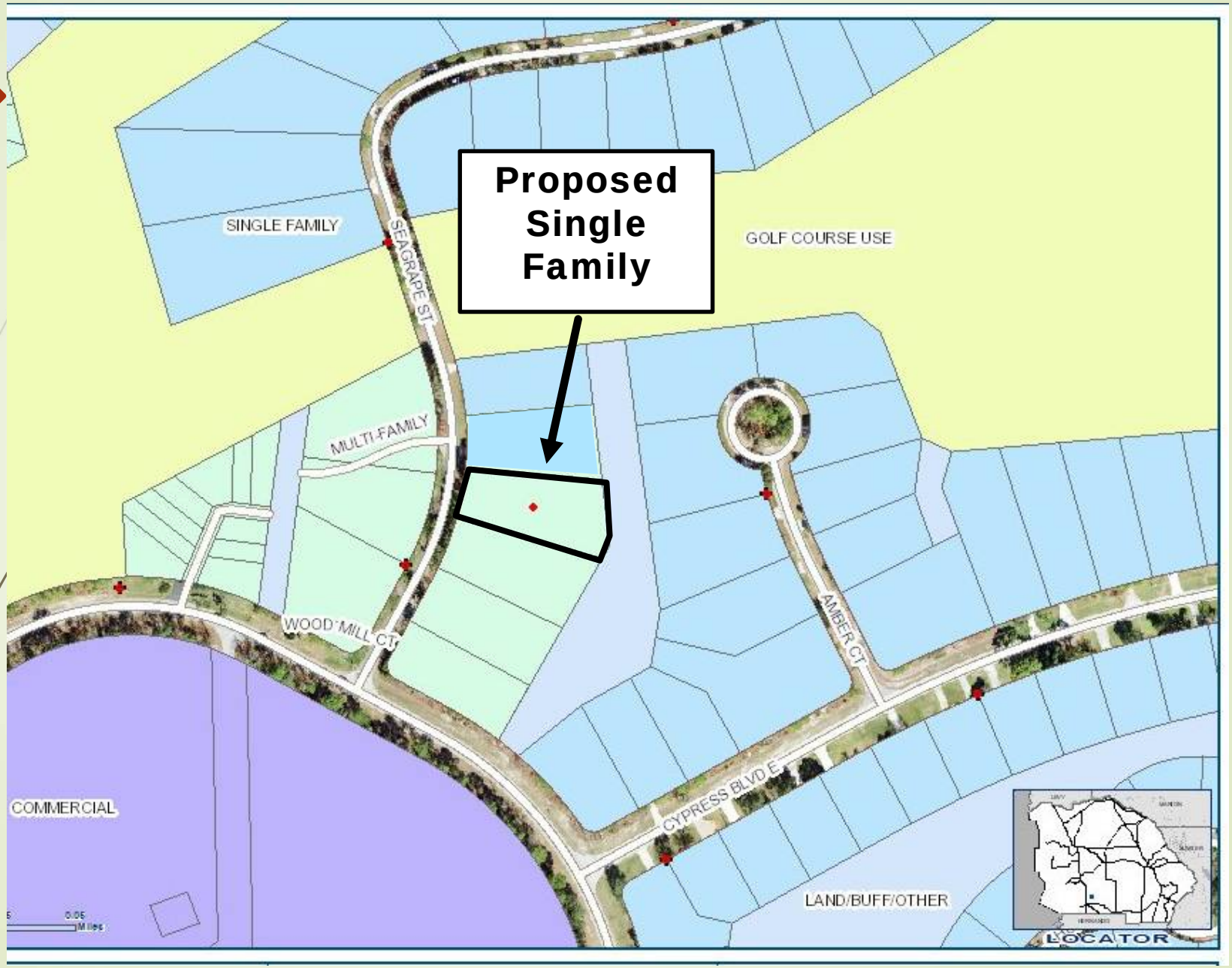

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