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

AGENDA

June 8, 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 - Regular Meeting - May 11, 2021 1:00 PM

Administration

B.2. Deletion of Surplus Property

Approve donation of the following item from the inventory of the Supervisor of Elections to the Clerk of Courts and the removal of same item from the county's capital asset listing. Asset # 50887 - Hasler M7000 Letter Folder

Attorneys Office

Clerk

B.3. Clerk Records Disposition 1805

Approve and authorize the Chairman to execute the Clerk's Records Disposition Document #1805 for the disposal of records that have met their assigned retention periods.

B.4. SWFWMD Comprehensive Annual Financial Report FY 2020

Acknowledge receipt of Comprehensive Annual Financial Report for the Fiscal Year Ended September 30, 2020 received from Southwest Florida Water Management District.

Community Services

Fire Services

Human Resources

Management and Budget

Planning and Development

Public Works

B.5. 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 Excell Partners Inc, (Mr. Paul Duck), Mr. Jochen Foerster, Mr. Craig and Mrs. Valerie Harnden, Mr. Ken Medlin, Cherokee 44813 LLC, (Mr. Todd Moerchen), Delta Epsilon Aircraft Sales, (Mr. Tom DeMaeyer), Mr. Howard Cox, Florida Aircraft Marketing LLC, (Mr. Casey Gaul), and Mr. Jeremy Bush.

Systems Management

B.6. Public Records Report

Acknowledge receipt of the monthly Public Records Request report for March & April 2021

Visitors and Convention Bureau

Water Resources

Set Public Hearings

C. PROCLAMATIONS

D. OPEN TO THE PUBLIC

E. REGULAR BUSINESS

E.1. Bids

a. ITB 19-066 Amendment No. 2; Mowing Services Zone 1; N & B Cleanout and Lawn Mowing Services, LLC

Approve and Authorize the Chairman to execute Amendment No. 2 to the Agreement between Citrus County, Florida and N & B Cleanout and Lawn Mowing Services, LLC and extend the Agreement to June 24, 2022.

b. RFQ 18-060 Work Authorization; Continuing Contract for Professional Utility Engineering Services; Burrell Engineering, Inc.

Approve and Authorize the Chairman to execute the Work Authorization for Burrell Engineering, Inc. to provide professional engineering services for the Department of Water Resources for the facility upgrades to Holder Industrial Park.

c. RFQ 21-029 Environmental Consultant Services for the Citrus County Fire Training Facility Contaminant Assessment; Aptim Environmental & Infrastructure, LLC

Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and Aptim Environmental & Infrastructure, LLC. to ensure that County is following the Florida Department of Environmental Protection requirements in the use of PFAS.

d. PB 21-073 Sourcewell (F/k/a National Joint Powers Alliance) RFP No. 110520-GPC; Vendor Managed Inventory & Logistics Management Solutions; Genuine Parts Company (dba NAPA Auto Parts)

Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida, and Genuine Parts Company (dba NAPA Auto Parts).

e. AGR 21-028 JustFOIA Records Request Solution for System Management; MCCI, LLC

a. Approve and Authorize the Chairman to execute the termination letter to WEBQA, Inc. and authorize staff to send termination letter.

b. Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and MCCI, LLC. to provide JustFOIA subscription and public records web portal for records management.

E.2. Budget Transfers

Approve budget transfers for Housing Services (4), Land Development, Community Services, Solid Waste, Utilities and Capital Improvement Program for fiscal year 2020-21.

E.3. Budget Resolution

Adopt and authorize the Chairman to execute a resolution adopting/amending Neighborhood Stabilization Program, State Housing Initiative Partnership, Alzheimer's Disease Initiative and

State Aid to Libraries grant budgets for fiscal year 2020-21.

E.4. CR39 to River Bluff release of retainage

Accept the completed CR39 to River Bluff Water Main Project and approve the release of retainage in the amount of $33,658.40 to Hartman Civil Construction Company, Inc.

E.5. Proposed Montezuma Waters Sewer Project Assessment Area - DVR

a. Approve and authorize the Chairman to execute the Permanent Reassignment of Development Rights Agreement for residential properties within the proposed Montezuma Waters Sewer Project Assessment Area for Frank L. DeSantis & Melissa A. DeSantis, DVR 2021-001.

b. Authorize the Clerk to attest and record in Public Records of Citrus County, Florida.

E.6. Nature Coast EMS and Florida Department of Health Ambu Bus Motor Replacement

Approve and authorize Nature Coast EMS, with CARES funding, and the Florida Department of Health to split the cost to purchase a 2000 International 3000 Series - 3800 International DT466E Diamond Logic Controller 6 CYL motor for $9,172.02.

E.7. Inter-local Agreement with City of Crystal River

Approve the inter-local agreement with City of Crystal River and authorize the chairman of the BOCC to sign and execute the same.

E.8. Funds Bequeathed to the Citrus County Animal Shelter

If approved, authorize the Chairman to execute the Resolution authorizing Raymond James & Associates to establish an account in the name of Citrus County, Florida, for purposes of receiving funds bequeathed to the Citrus County Animal Shelter and establishing signatory authority for the account.

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.	11/17/2020	Develop Lease for 10 Acres of Property for LifeStream	Denise Lyn	3/31/2021		Waiting on LifeStream

3.	12/8/2020 RETREAT	Agenda Item for an RFP Marketing Firm to Assist County	Veronica Kampschroer/ Commissioner Davis			
4.	12/8/2020 RETREAT	Provide Implementation Plan for Ft Island Trail Multi-Purpose Path	Randall Olney	6/8/2021		Changed to June 8,2021
5.	12/8/2020 RETREAT	Consider Half Cent Local Option Sales Tax	Randy Oliver Commissioners			
6.	3/23/2021	Obtain Engineer to design cost sewer to Holder Site funded for ARP	Randy Oliver	4/27/2021		Engineering Services on June 8th BOCC Meeting
7.	3/23/2021	Mother-in-law Suites in Impact Fees	Mike Sherman	6/24/2021		Scheduled for PDC Consideration 5/20/21- Continued to June 22nd
8.	4/13/2021	Hall's River Road Multi-Purpose Path	Randy Oliver	6/8/2021		Workshop Scheduled
9.	5/11/2021	Review Process and cost for rental rates to Non-Profits	Colleen Scott/ Randy Oliver	6/22/2021		
10.	5/26/21	Code Enforcement Workshop	Scott McKinney Randy Oliver			Set Workshop for June 22, 2021
11.	5/26/2021	Workshop on Irrigation and Landscaping	Ken Cheek Randy Oliver			Set Workshop for June 22, 2021

G. COUNTY ADMINISTRATOR - CHARLES R. OLIVER

G.1. Informational - HB 337 Impact Fees

Informational - HB 337 relating to Impact Fees

H. PRESENTATIONS/PUBLIC HEARINGS

H.1. 1:30 PM Vessel Registration Fee Audit

Angela Vick, Clerk of the Circuit Court and Comptroller, will present the Citrus County Vessel Registration Fee Audit

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

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

M.1. Discuss Creation of Interchange Management Overlay and Potential Architectural Control District Around the Suncoast at SR44 and CR486

Direct Administrator to have staff proceed with the development of

Interchange Management Area around CR486 and SR 44 at the Suncoast for consideration by the Planning and Development Commission (PDC) and the Board of County Commissioners and provide the advantages and disadvantages of establishing an Architectural Control District.

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

N.1. Discussion and vote for the County Attorney to coordinate with the Homosassa Springs Group on developing an enforceable noise ordinance.

Discussion and vote for the County Attorney to coordinate with the Homosassa Springs Group on developing an enforceable noise ordinance.

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: **June 22, 2021 at 1:00 PM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

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

3. Regular Meeting: **July 27, 2021 at 1:00 PM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

S. UPCOMING WORKSHOPS AND SPECIAL MEETINGS

1. Workshop: Irrigation and Landscaping, **June 22, 2021, 9:00 AM** Citrus County Courthouse, 110 N. Apopka Ave. Inverness Florida 34450

2. Workshop: Code Enforcement, **June 22, 2021, 9:15 AM**, Citrus County Courthouse, 110 N. Apopka Ave. Inverness, Florida 34450

T. 5:01 P.M. PUBLIC HEARINGS

T.1. 5:01 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR) Amendments

a. Conduct a public hearing on June 8, 2021 at 5:01 p.m. to consider application CPA-21-05, Evaluation and Appraisal Report (EAR) Amendments.

b. Authorize staff to transmit application CPA-21-05 Evaluation and Appraisal Report (EAR) Amendments, to the State Department of Economic Opportunity (DEO) and other State agencies for review pursuant to Florida Statutes.

U. ADJOURN

CITRUS COUNTY

BOARD OF COUNTY COMMISSIONERS

MINUTES ● MAY 11, 2021

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

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

A. CALL TO ORDER

May 11, 2021 Citrus County Courthouse
The meeting was called to order at 1:00 PM

1. Invocation

Commissioner Holly Davis introduced Pauline Larson who gave the invocation.

2. Pledge of Allegiance

Chief Petty Officer Gary Mock led the pledge.

Chairman Scott Carnahan announced that Commissioner Jeff Kinnard, D.C., would be appearing remotely.

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	Remote	
Holly L. Davis	Commissioner, District 5	Present	
Charles R. Oliver	County Administrator	Present	
Denise A. Dymond Lyn	County Attorney	Present	
Angela Vick	Clerk of the Circuit Court and Comptroller	Present	
Tifani White	Deputy Clerk	Present	

Minutes Acceptance: Minutes of May 11, 2021 1:00 PM (Minutes)

4. Approval of Agenda

County Administrator Charles R. Oliver requested the addition of item C2.

. Motion to approve the Agenda with the addition of item C2.

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

B. CONSENT

Motion to approve the Consent.

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 - Apr 13, 2021 9:00 AM

B.2. Board of County Commissioners - Regular Meeting - Apr 13, 2021 1:00 PM

Administration

No items.

Attorneys Office

No items.

Clerk

B.3. Release of Special Assessment

Approve and authorize the Chairman to execute Releases of Lien for Special Assessments by and between Citrus County and certain property owners Crystal River Wastewater- Area 112 and 113, Crystal River Wastewater- Harbor Isle, Chassahowitzka Water, Chassahowitzka Sewer, 2008 Citrus Springs Waterline Extensions, 2009 Citrus Springs Waterline Extensions special assessment district.

B.4. Servers for Recycle

Approve deletion of the following items from the inventory of the Clerk of Court and removal of the same from the Clerk's Capital Asset listing: 1048-Dell PowerEdge R710-

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5HFJVH1 - 1049-Dell PowerEdge R710-CHRYVK1 - 1050-Dell PowerEdge R710-6X3LVH1 - 1061-Dell PowerEdge R710-2WY8JQ1 - 1062-Dell PowerEdge R710-2WXBJQ1 - 1063-Dell PowerEdge R710-2WY9JQ1 - 1096-Dell PowerEdge R710-H9RV4V1

Community Services

No items.

Fire Services

No items.

Human Resources

No items.

Management and Budget

No items.

Planning and Development

B.5. PLT-20-06 McDougal Place

a. Review and approve PLT-20-06, substantially similar replat for McDougal Place 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.

Public Works

B.6. Release of Lien

a. Approve and Authorize the Chairman to execute Release of Lien for Property Abatement Assessment by and between Citrus County, Florida and certain property owner.

b. Authorize the Clerk to record the Release of Lien in the Public Records of Citrus County, Florida.

Systems Management

No items.

Visitors and Convention Bureau

No items.

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Water Resources

No items.

Set Public Hearings

No items.

C. PROCLAMATIONS

Motion to approve items C1 and C2.

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. Proclamation - National Public Works Week "Stronger Together"

Approve and authorize the Board to execute a proclamation declaring May 16 through 22, 2021 as “Public Works Week" in Citrus County.

2. Proclamation - Susan Gill Day *- Item received after the agenda was published.*

Board Approval of a Proclamation for Susan Gill Day in Citrus County Florida.

D. OPEN TO THE PUBLIC

The following individuals addressed the Board: Wanda Moak, Pam Williamson, Don Hiers, Steven Schwartz, and Edwin Roberts. Commissioners responded to comments from the public.

E. REGULAR BUSINESS

1. Bids

Motion to approve items E1a through E1f.

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

a. ITB 21-052 Essex Ave, Steven St, and Scenic Way Water Main Extension Project; Pave Rite, Inc.

a. Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and Pave-Rite, Inc. to provide complete construction of the Essex Avenue, Steven Street, and Scenic Way Water Main Extension Project.

b. Approve related Budget Transfer

Minutes Acceptance: Minutes of May 11, 2021 1:00 PM (Minutes)

b. ITB 21-044 Mowing Water Wastewater Facilities & Lift Stations; AB5 Enterprises

Approve and authorize the Chairman to execute the Agreement between Citrus County, Florida and AB5 Enterprises to provide routine mowing, edging, trimming and clean-up service at the County's water, wastewater and lift station sites.

c. RFQ 18-060 Work Authorization; Continuing Contract for Professional Engineering-Water Resources; Stroud Engineering Consultants, Inc.

a. Approve and Authorize the Chairman to execute the Work Authorization for Stroud Engineering Consultants, Inc. to provide engineering services for the Brentwood Wastewater Rehabilitation and SCADA System.

b. Approve related Budget Transfer.

d. SGS 21-057 Website Annual Service Package Visitors & Convention Bureau; Tempest Interactive Media, LLC

a. Approve and authorize the request to waive the County Bid requirements and continue the services with Tempest Interactive Media, LLC., according to AR 9.14-4 "Single Source Purchase" procurement procedures.

b. Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and Tempest Interactive Media, LLC to provide website support and hosting services.

e. PB 21-060 Tohopekaliga Water Authority (TWA) RFP 18-100 Generator Maintenance Repair; CJ Sales and Services of Ocala, Inc.

Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and CJ's Sales and Services of Ocala, Inc. to provide Generator Maintenance and Repair for County departments.

f. PB 21-059 City of Gainesville dba Gainesville Regional Utilities (GRU) Contract No. 2020-036; Horizontal Directional Drilling, D&D, Inc.

Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and D & D, Inc. to provide Horizontal Directional Drilling on an as needed basis.

E.2. Budget Transfers

Approve budget transfers for Housing Services (2), Utilities, Older American's Act Title III C-1 (2), Health Insurance Trust, Solid Waste (2), Transit, and General Fund CIP for fiscal year 2020-21.

Motion to approve item E2.

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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.3. Budget Resolution

Adopt and authorize the Chairman to execute a resolution adopting/amending Animal Services budget for fiscal year 2020-21.

Motion to approve item E3.

Resolution Number 2021-039

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.4. Notice of Demolition to Heirs

Request the Board of County Commissioners determine whether Code Compliance should move forward with the demolition process regarding the property located at 6997 W. Cyrus St., Crystal River, FL.

Items E4 and E5 were discussed together.

Motion to approve items E4 and E5.

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

E.5. Notice of Demolition to Heirs

Request the Board of County Commissioners determine whether Code Compliance should move forward with the demolition process regarding the property located at 6429 W. Folger Ct., Homosassa, FL.

Clerk's Note: This item was approved and included in the motion under item E4.

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

E.6. Waste Disposal Account Agreement for Waste Pro of Florida, Inc.

a. Approve and authorize the chairman to execute a Waste Disposal Account Agreement between Citrus County and Waste Pro of Florida, Inc, for disposal fees up to $110,000.

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b. Approve termination of the existing Waste Disposal Account Agreement with Waste Pro of Florida, Inc, dated April 9, 2019 and transfer of the remaining funds to the new agreement.

Motion to approve item E6a and b.

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.7. MacRae's Boat Ramp Consent Order

If approved, authorize the Chairman to execute the consent order regarding MacRae's Boat Ramp.

First Vice Chair Ronald E. Kitchen, Jr., requested to receive the verbal update to the date in writing.

Motion to approve item E7.

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.8. Ozello Water Association Commercial Service Contract – Forestview MHP

Approve and authorize the Chairman to execute Agreement by and between the Citrus County, Florida and Ozello Water Association, Inc. for commercial water service to include the water connection, the meter and backflow device installation, and monthly services for new lift station connection at the Forestview Mobile Home Park for Department of Water Resources.

Motion to approve item E8.

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

E.9. Suncoast Parkway II Change Order Request for P.O. 77365-3

Approve and authorize the Chairman to execute Change Order Request No. 4 against P.O. 77365-3 with Pigeon-Ardurra, LLC. in the amount of $42,437.50 to amend the Scope of Services to include additional supplemental work activities and man-hour allocation for on-going assistance to Citrus County and Engineer of Record project oversight. This Change order also addresses supplemental engineering to Citrus County. The purchase order's adjusted total is $627,472.50.

Motion to approve item E9.

Minutes Acceptance: Minutes of May 11, 2021 1:00 PM (Minutes)

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. Citrus County Septic Upgrade Incentive Project

Adopt and authorize the Chairman to execute the Standard Grant Agreement and Resolution authorizing signature for the Septic Upgrade Incentive Project application, certifications, renewal agreement and amendments to the agreement, as required to receive funding from the State of Florida Department of Environmental Protection.

Motion to approve item E10.

Prior to the vote, at the request of First Vice Chair Ronald E. Kitchen, Jr., County Administrator Charles R. Oliver provided clarification that the position requested was grant funded and would terminate when the grant did.

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

E.11. FTA Electronic Clearing House Operation (ECHO) System

Approve and authorize the Chairman to sign the Federal Transportation Administration Electronic Clearing House Operation (ECHO) Web Authorization & Certification form, User Access Forms, and the Web User Change/Modify Form.

Motion to approve item E11.

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

E.12. Property Renewal - June 1, 2021 to May 31, 2022

a. Approve and authorize the annual renewal and payment of the County's Commercial Property and Equipment Breakdown insurance through Public Risk Insurance Advisors, with a renewal date to begin June 1, 2021.

b. Approve and authorize the Chairman to execute all documents relating to the County's insurance renewal to include the Premium Recapitulation proposal between Citrus County, Florida, a political subdivision of the State of Florida and Public Risk Insurance Advisors, in the total premium amount of $1,043,398.

County Administrator Charles R. Oliver noted the correct amount of the premium was $1,031,243.

Motion to approve item E12a and b.

Minutes Acceptance: Minutes of May 11, 2021 1:00 PM (Minutes)

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

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.	11/17/2020	Develop Lease for 10 Acres of Property for Lifestream	Denise Lyn	3/31/2021		Second draft provided to LifeStream
3.	12/8/2020 RETREAT	Workshop for RFP on Solid Waste Garbage Collection	Randall Olney	4/27/2021	COMPLETED	
4.	12/8/2020 RETREAT	Agenda Item for an RFP Marketing Firm to Assist County	Randy Oliver/ Commissioner Davis			
5.	12/8/2020 RETREAT	Provide Implementation Plan for Ft Island Trail Multi-Purpose Path	Randall Olney	5/25/2021		Workshop Scheduled
6.	12/8/2020 RETREAT	Consider Half Cent Local Option Sales Tax	Randy Oliver Commissioners			
7.	2/23/2021	The Board established annual boat launch fee at $75.00 for non-residents and $25.00 for residents who have a valid Florida Driver's License, Passport or ID with a Citrus County Address and/or a utility bill or with a property tax receipt for property owned in Citrus County.	Mariselle Rodriguez/ Denise Lyn	4/27/2021	COMPLETED	
8.	3/9/2021	Answer Disposition of Roll off Containers at Landfill	Larry Brock	3/23/2021	COMPLETED	
9.	3/9/2021	Obtain design cost to design Cardinal Sewer funded by ARP	Randy Oliver	4/27/2021	COMPLETED	Engineering Contract Awarded
10.	3/23/2021	Obtain Engineer to design cost sewer to Holder Site funded for ARP	Randy Oliver	4/27/2021		
11.	3/23/2021	Mother-in-law Suites in Impact Fees	Mike Sherman	5/11/2021		
12.	4/13/2021	Hall's River Road Multi-Purpose Path	Randy Oliver	5/25/2021		Workshop Scheduled

County Administrator Charles R. Oliver requested the removal of items 3, and 7 through 9.

. **Motion to approve item F with the removal of items 3 and 7 through 9.**

Minutes Acceptance: Minutes of May 11, 2021 1:00 PM (Minutes)

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

G. COUNTY ADMINISTRATOR - CHARLES R. OLIVER

G.1. Citrus County Sewer Connection Incentive Program

Approve and authorize the Chairman to execute the funding agreement between Citrus County and the Florida Department of Environmental Protection for the Citrus County Sewer Connection Incentive Program (Agreement LPF0902).

Motion to approve item G1.

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

G.2. Professional Services Agreement - AssetWorks

a. Approve and authorize the Chairman to execute the Professional Services Agreement between AssetWorks Risk Management, Inc., and Citrus County, Florida, for appraisal services for our Utility properties, in the total amount of $15,020.

b. Approve the related budget transfer.

Motion to approve item G2a and b.

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

G.3. Gulf Coast Ecosystem Restoration Council Assurance Letter

Approve and authorize the Chairman to sign the assurance letter to the Gulf Coast Ecosystem Restoration Council and allow staff to submit the letter to Balmoral.

Motion to approve item G3.

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

H. PRESENTATIONS/PUBLIC HEARINGS

H.1. 1:30 PM Discussion of the Renovation in the Citrus County Courthouse for the Judges

Minutes Acceptance: Minutes of May 11, 2021 1:00 PM (Minutes)

Discussion of the Renovation for the Judges in the Citrus County Courthouse

Judge Richard Howard addressed the Board. County Administrator Charles R. Oliver stated he would direct staff to move forward with a space needs study.

H.2. 1:45 PM Discussion and vote on the Chamber proposal to redistribute funds received from the Care's Reimbursement Fund

Discussion and vote on the Chamber of Commerce proposal to redistribute funds received from the Care's Reimbursement Fund.

Chamber of Commerce CEO Josh Wooten representing the CORE committee discussed the request to transfer $100,000 from the Chamber to CareerSource to use as an incentive for employment, and to distribute $50,000 from the Board's $5.3 million to the YMCA to assist with childcare. Discussion ensued.

Motion to appoint payment by the Chamber of $100,000 to the County and authorize issuance of a check for $100,000 to CareerSource - $70,000 for sign-on bonuses to businesses with more than 75 employees, payable after 90 days of employment and $30,000 for childcare for employed workers for the benefit of Citrus County residents only.

Prior to the vote, the following individuals addressed the Board: Josh Wooten, Carl Flanagan, Meredith Linley, David Reed, and Steven Schwartz.

RESULT:	**ADOPTED [4 TO 1]**
MOVER:	Scott Carnahan, Chair, District 4
SECONDER:	Holly L. Davis, Commissioner, District 5
AYES:	Carnahan, Schlabach, Kinnard D.C., Davis
NAYS:	Kitchen Jr.

I. ADVISORY BOARD ANNOUNCEMENTS, NOMINATIONS & APPOINTMENTS

No items.

J. COMMITTEE REPORTS FROM COMMISSIONERS

First Vice Chair Ronald E. Kitchen, Jr., announced the Tampa Bay Regional Planning Council (TBRPC) meeting scheduled for the previous day was cancelled due to lack of a quorum.

K. COMMISSIONER HOLLY L. DAVIS - DISTRICT 5

Commissioner Davis provided a presentation on Prosperity Citrus and invited Gene McGee who provided further information.

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

L.1. Discuss and vote on Animal Shelter Options

Direct Staff to bring back options for a new shelter at between $8 and $9 million with the add alternates indicated and a plan of finance.

Commissioner Jeff Kinnard, D.C. provided an overview.

Motion to direct staff to bring back options for a new shelter between $8-9 million, with the add alternates indicated, and a plan for financing.

Minutes Acceptance: Minutes of May 11, 2021 1:00 PM (Minutes)

Citizens Lisa Paul and Carl Flanagan commented. Board discussion ensued.

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

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

Second Vice Chair Ruthie Schlabach announced that she received additional donations for animal shelter.

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

First Vice Chair Ronald E. Kitchen, Jr., commented on correspondence published in the newspaper.

O. CHAIRMAN SCOTT CARNAHAN - DISTRICT 4

Chairman Scott Carnahan requested County Administrator Charles R. Oliver to look into the cost of a multipurpose sports field and asked to look into the Parks & Recreation impact fee balance.

P. COUNTY ATTORNEY DENISE A. DYMOND LYN

No items.

Q. OPEN TO THE PUBLIC

Citizens Edwin Roberts, Don Hiers, and Mike Wright addressed the Board.

R. UPCOMING MEETINGS

1. Regular Meeting: **May 11, 2021 at 1:00 PM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

2. Regular Meeting: **May 25, 2021 at 1:00 PM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

3. Regular Meeting: **June 8, 2021 at 1:00 PM**, Citrus County Courthouse, Room 100, 110 N. Apopka Avenue, Inverness, FL 34450

S. UPCOMING WORKSHOPS AND SPECIAL MEETINGS

1.Workshop May 25, 2021, 9:00 AM Animal Shelter, Ft. Island Trail & Halls River Road Multi-Purpose Paths & Ozello Property, Citrus County Courthouse, 110 N. Apopka Ave, Room 100, Inverness, FL 34450

2. Preliminary Budget Meeting: Wednesday, July 28, 2021, 8:30 AM, Library Special District, 8:45 AM, Fire Protection Special District, 9:00 AM, BOCC, Citrus County Courthouse, 110 N. Apopka Ave, Room 100, Inverness, FL 34450

3. Tentative Budget Hearing: Thursday, September 9, 2021, 5:01 PM, Citrus County Courthouse, 110 N. Apopka Ave, Room 100, Inverness, FL 34450

Minutes Acceptance: Minutes of May 11, 2021 1:00 PM (Minutes)

4. Special Meeting: Thursday, September 9, 2021, Proposed Stormwater Utility Assessment, Citrus County Courthouse, 110 N. Apopka Ave, Room 100, Inverness, FL 34450

The Board directed staff to reschedule the Workshop originally scheduled for May 25, 2021 to June 8, 2021.

T. 5:01 P.M. PUBLIC HEARINGS

T.1. 5:01 PM PUD-21-01 – Eileen Prive

a. Conduct a Public Hearing on May 11, 2021 at 5:01 p.m. to review and discuss PUD-21-01 - Eileen Prive.

b. If approved, adopt and authorize the Chairman and Clerk to execute the ordinance for PUD-21-01 - Eileen Prive.

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

The applicant explained the request and responded to questions from the Board. Land Development Senior Planner Miranda Anaya provided the staff presentation.

There was no public comment.

Motion to approve item T1.

Ordinance Number 2021-A14

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 5:09 PM

Minutes Acceptance: Minutes of May 11, 2021 1:00 PM (Minutes)

AGENDA MEMORANDUM

FROM:	Traci Phillips, Chief of Staff
SUBJECT:	Deletion of Surplus Property
AGENDA DATE:	**June 08, 2021**

BRIEF OVERVIEW:

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

ASSET NOT PERFORMING AS NEEDED, TO BE DONATED TO CLERK OF COURTS

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Approve donation of the following item from the inventory of the Supervisor of Elections to the Clerk of Courts and the removal of same item from the county's capital asset listing. Asset # 50887 - Hasler M7000 Letter Folder

Asset Activity Form

☐ Department Transfer ☐ Custodian Change	Current Department: 2440 Current Custodian: Supervisor of Elections New Department: _____ New Custodian: _____	
☐ Location Change	Current Location: 1500 N Meadowcrest New Location: 110 N Apopka Ave Condition: Used	
☐ Disposal	**Type:** ☐ Obsolete ☐Non-Repairable ☐ Recycle ☐ Dismantled for Parts ☐Trade-In ☐ Repair Not Cost Effective	**Method:** ☐ Landfill - Solid Waste ☐ Landfill – Electronic Recycle ☐ Other: _____
☐ Auction	If not auctioned: ☐ Return to Originating Department ☐ Dispose	
■ Donation To ☐ Donation From	Non-Profit Organization/Agency: Citrus County Clerk of Courts	

Dept #	*Asset ID*	*Description*	*Serial Number*	*Acquisition Date*	*Initial Cost*
2440	50887	Hasler M7000 Letter Folder	H3351	1/27/10	18,095

Comments/Justification:
Not performing as needed.

Initiating Department

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

4/15/21 4/15/21

** 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)

Non-Profit Representative Signature Date or Disposal Witness Signature Date

Financial Services Use Only

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

Attachment: 50887 HASLER (12900 : Deletion of Surplus Property)

AGENDA MEMORANDUM

FROM:	Angela Vick, Clerk of the Circuit Court and Comptroller
SUBJECT:	Clerk Records Disposition 1805
AGENDA DATE:	**June 08, 2021**

BRIEF OVERVIEW:

In accordance with the General Records Schedules set forth by The Division of Library and Information Services, Bureau of Archives and Records Management, pursuant to the Florida Administrative Code Chapter 1B-24, the attached Records Disposition Form lists records which have met their assigned retention periods.

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 Clerk's Records Disposition Document #1805 for the disposal of records that have met their assigned retention periods.

ANGELA VICK, CLERK OF THE CIRCUIT COURT AND COMPTROLLER CITRUS COUNTY, FLORIDA

RECORDS DISPOSITION DOCUMENT

RECORDS DISPOSITION NO. 1805

PAGE 1 OF 4 PAGE(S)

PREPARED BY: Sherry Wolford
May 3, 2021

1. **ADDRESS**: 110 N. Apopka Avenue, Inverness, Florida 34450

2 **CONTACT**: Lindsay Tozer, RMLO 352-341-7044

3. **SUBMITTED BY**:
I hereby certify that the records to be disposed of are correctly represented below, that any audit requirements for the records have been fully justified, and that further retention is not required for any litigation pending or imminent.

Sheila E Johnson 5/12/21
Verifying Clerk's Signature Date

Sherry Sawyer 5/12/2021
Department Manager's Signature

4. **NOTICE OF INTENTION**
The scheduled records listed in Item 5 are to be disposed of in the manner checked below (specify only one):

__X__ a. Destruction _____ b. Microfilming and Destruction

_____ c. Other Scan and Destruction

Verified by Dat

Verified by Dat

5. LIST OF RECORD SERIES – PAGE 1

a. Schedule Item	b. Item No.	c. Title	d. Retention	e. Inclusive Dates	f. Volume in Cubic Feet	g. Disposition Action and Date Completed After Authorizatior
		DEPARTMENT: Financial Services				
GS1-SL	183	PAYROLL RECORDS: LEDGERS/TRIAL BALANCE REPORTS (See attached index for details)	5 FY	10/1/12 thru 9/30/15		On Site Shredding
GS1-SL	195	PAYROLL RECORDS: SUPPORTING DOCUMENTS (See attached index for details)	5 FY	10/1/13 thru 9/30/15		On Site Shredding
GS1-SL	85	BANK/ FINANCIAL ACCOUNTS STATEMENTS (See attached index for details)	5 FY	10/1/14 thru 9/30/15		On Site Shredding
GS1-SL	8	AUDITS: AUDITOR GENERAL (See attached index for details)	10 FY	10/1/09 thru 9/30/10		On Site Shredding
GS1-SL	17	CORRESPONDENCE AND MEMORANDUM: ADMINISTRATIVE (See attached index for details)	3 FY	10/1/16 thru 9/30/17		On Site Shredding
		CONTINUED ON PAGE 2			Total Cubic Feet = 32	

6. DISPOSAL AUTHORIZATION
Disposal for the above listed records is authorized. Any deletions or modifications are indicated.

Angela Vick
Angela Vick, Clerk of the Circuit Court and Comptroller

Lindsay Tozer
Lindsay Tozer, RMLO

BOCC Chairman

7. DISPOSAL CERTIFICATE: The above listed records have been disposed of in the manner and on the date shown in column g.

Signature Date

Name and Title

Witness Name
NOTE: This document has permanent retention, and is retained by the Clerk of the Court, Custodian of the Public Record.

Attachment: Disposition #1805 (12906 : Clerk Records Disposition 1805)

5. LIST OF RECORD SERIES – PAGE 2

a. Schedule Item	b. Item No.	c. Title **DEPARTMENT: Financial Services**	d. Retention	e. Inclusive Dates	f. Volume in Cubic Feet	g. Disposition Action and Date Completed After Authorizatior
GS1-SL	*40*	INVENTORY: AGENCY PROPERTY (See attached index for details)	3 FY	10/1/16 thru 9/30/17		
GS1-SL	*35*	PAYROLL RECORDS: POSTED (See attached index for details)	5 FY	10/1/13 thru 9/30/14		
GS1-SL	*157*	FEDERAL INCOME/ EMPLOYMENT TAX FORMS/ REPORTS (See attached index for details)	4 Years after tax due date	10/1/09 thru 9/30/16		
GS1-SL	*365*	RECEIPT/REVENUE RECORDS: DETAIL (See attached index for details)	5 FY	10/1/10 thru 9/30/15		
GS1-SL	*56*	AUDITS: INDEPENDENT (See attached index for details)	10 FY	2/8/10 thru 6/8/10		
GS1-SL	*340*	DISBURSEMENT RECORDS: DETAIL (See attached index for details)	5 FY	10/1/08 thru 9/30/15		
GS1-SL	*278*	INVESTMENT RECORDS (See attached index for details)	10 FY	10/1/09 thru 9/30/10		
GS1-SL	*84*	FINANCIAL ACCOUNT AUTHORIZATION RECORDS (See attached index for details)	5 FY	10/1/14 thru 9/30/15		
GS1-SL	*107*	FINANCIAL REPORTS: LOCAL GOVERNMENT ANNUAL REPORTS (See attached index for details)	10 FY	10/1/09 thru 9/30/10		
GS1-SL	*213*	FUEL TAX REPORTS (See attached index for details)	3 FY	10/1/16 thru 9/30/17		
GS1-SL	*417*	BOND FINANCING ADMINISTRATION RECORDS (See attached index for details)	5 FY after final payment	10/1/98 thru 9/29/08		
GS1-SL	*264*	ELECTRONIC FUNDS TRANSFER RECORDS (See attached index for details)	5 FY	10/1/14 thru 9/30/15		
GS1-SL	*341*	DISBURSEMENT RECORDS: SUMMARY (See attached index for details)	10 FY	10/1/09 thru 9/30/10		
GS1-SL	*422*	GRANT FILES (See attached index for details)	5 FY	10/1/14 thru 9/30/15		

Attachment: Disposition #1805 (12906 : Clerk Records Disposition 1805)

DISPOSITION #1805

Finance Dept. - BOCC Trakman Box Inventory

Box #	Contents:	Inclusive Dates	GS Code & Name	Retention	Retention Met Date
Box 1	FY14/15 1099's	10/1/14 - 9/30/15	GS1-SL-340 Disbursement Record: Detail	5 FY	D=4/2021
	FY14/15 BOCC Bank Reconciliation Supporting Documents	10/1/14 - 9/30/15	GS1-SL-85 Bank Statements: Reconciliation	5 FY	D=4/2021
	FY 14/15 EOY PO Roll Correspondence	10/1/14 - 9/30/15	GS1-SL-340 Disbursement Record: Detail	5 FY	D=4/2021
	FY 14/15 Final Travel	10/1/14 - 9/30/15	GS1-SL-340 Disbursement Record: Detail	5 FY	D=4/2021
	FY 14/15 Misc. AP Correspondence	10/1/14 - 9/30/15	GS1-SL-340 Disbursement Record: Detail	5 FY	D=4/2021
	FY 14/15 Unclaimed Property Correspondence	10/1/14 - 9/30/15	GS1-SL-340 Disbursement Record: Detail	5 FY	D=4/2021
Box 10	FY 14/15 BOCC Bank Statement Reconciliations	10/1/2014 - 9/30/15	GS1-SL-85 Bank Statements: Reconciliation	5 FY	D=4/2021
Box 107	FY 10 BOCC Interest Distribution & Investment Repo	10/1/09 - 9/30/10	GS1-SL-278 Investment Records	10 FY	D=4/2021
Box 112	FY14 BOCC Payroll Timecards & Summary	5/1/14 - 7/30/14	GS1-SL-195 Payroll Records: Supporting Documents	5 FY	D=4/2021
Box 113	FY14 BOCC Payroll Timecards & Summary	10/1/13 - 12/30/13	GS1-SL-195 Payroll Records: Supporting Documents	5 FY	D=4/2021
Box 119	FY14 BOCC Payroll Timecards & Summary	1/1/14 - 9/30/14	GS1-SL-195 Payroll Records: Supporting Documents	5 FY- (6 FY per dept. request)	D=4/2021
Box 122	FY14 BOCC Payroll Timecards & Summary	8/1/14 - 9/30/14	GS1-SL-195 Payroll Records: Supporting Documents	5 FY- (6 FY per dept. request)	D=4/2021
Box 124	FY14 BOCC Payroll Activity Reports (Maint.)	10/1/13 - 9/30/14	GS1-SL-35 Payroll Records: Posted	5 FY- (6 FY per dept. request)	D=4/2021
Box 13	FY 14/15 BOCC AP check Signatures-Courier Form	10/1/14 - 9/30/15	GS1-SL-340 Disbursement Record: Detail	5 FY	D=4/2021
	FY 14/15 BOCC Bank Reconciliation & Backup	10/1/14 - 9/30/15	GS1-SL-85 Bank Statements: Reconciliation	5 FY	D=4/2021
	FY 14/15 BOCC Jan 15 Balance Sheet Acct. Reconciliation	10/1/14 - 9/30/15	GS1-SL-340 Disbursement Record: Detail	5 FY	D=4/2021
Box 136	BOCC Vendor Outstanding Invoice Statements	10/1/10 - 9/30/15	GS1-SL-340 Disbursement Records: Detail	5FY	D=4/2021
Box 138	FY14 Accounts Payable Misc. Correspondence	10/1/13 - 9/30/14	GS1-SL-340 Disbursement Records: Detail	5 FY- (6 FY per dept. request)	D=4/2021
	FY14 Advanced Travel Reconciliations	10/1/13 - 9/30/14	GS1-SL-340 Disbursement Records: Detail	5 FY- (6 FY per dept. request)	D=4/2021
	FY14 AP Vendor Statements	10/1/13 - 9/30/14	GS1-SL-340 Disbursement Records: Detail	5 FY- (6 FY per dept. request)	D=4/2021
	FY14 EOY PO Roll	10/1/13 - 9/30/14	GS1-SL-340 Disbursement Records: Detail	5 FY- (6 FY per dept. request)	D=4/2021
	FY14 Housing Rent Roll Interface Detail	10/1/13 - 9/30/14	GS1-SL-340 Disbursement Records: Detail	5 FY- (6 FY per dept. request)	D=4/2021
	FY14 Severn Trent Refunds Interface Detail	10/1/13 - 9/30/14	GS1-SL-340 Disbursement Records: Detail	5 FY- (6 FY per dept. request)	D=4/2021
	FY 14 Unclaimed Property Correspondence	10/1/13 - 9/30/14	GS1-SL-340 Disbursement Records: Detail	5 FY- (6 FY per dept. request)	D=4/2021
	BOCC County Courier Route: Bank Deposit Sheets	9/30/13 - 9/26/14	GS1-SL-365 Receipt/Revenue Records: Detail	5 FY	D=4/2021
	BOCC-Accts Pay-Front Counter Pickup Logs	10/12/10 - 9/23/14	GS1-SL-365 Receipt/Revenue Records: Detail	5 FY- (6 FY per dept. request)	D=4/2021
	BOCC-Authorized Accts Payable Signatures	10/8/13 - 9/23/14	GS1-SL-365 Receipt/Revenue Records: Detail	5 FY- (6 FY per dept. request)	D=4/2021
Box 14	FY 13/15 BOCC Nationwide & ICMA Retire. Def. Comp.	10/1/12 - 9/30/15	GS1-SL-183 Payroll Records: Ledgers/Trial Balance Reports	5 FY	D=4/2021
	FY 14/15 BOCC Terminated Employee Payroll Records	10/1/13 - 9/30/15	GS1-SL-195 Payroll Records: Supporting Documents	5 FY	D=4/2021
Box 148	Paid BOCC Bond Coupons Closed QR-001-02 -Wachovia Bank - Inverness Airport Fuel Facility	10/1/98 - 8/22/08	GS1-SL-417 Bond Financing Administrative Records	5 FY	D=4/2014
	Paid BOCC Bond Coupons Closed QR-710-07 - Regions Bank - Limerock Road Program	10/1/01 - 9/29/08	G51-SL-226 Bonds and Bond Interest Coupons	5 FY	D=4/2014

Attachment: Disposition #1805 (12906 : Clerk Records Disposition 1805)

Box	15	FY 14/15 BOCC Terminated Employee Payroll Records Jan 14-Dec 14 A thru R	01/01/14 - 12/31/14	GS1-SL-195 Payroll Records: Supporting Documents	5 FY	D=4/2021
Box	152	FY2010 Audit Information	10/1/09 - 9/30/10	GS1-SL-8 Audits: Auditor General	10 FY	D=4/2021
Box	18	BOCC Landfill Accounts Reconciliation & NSF/SAO	10/1/10 - 9/30/15	GS1-SL-365 Receipt/Revenue Records: Detail	5 FY	D=4/2021
		FY 13-15 Union/Teamsters Ledger/Trial Blance	10/1/12 - 9/30/15	GS1-SL-183 Payroll Records: Ledgers/Trial Balance Reports	5 FY	D=4/2021
		HIPPA Re-employment Tax Payments- Backup	10/1/14 - 9/30/15	GS1-SL-264 Electronic Funds Transfer Records	5 FY	D=4/2021
		Impack Fee Reconciliations/Backup	10/1/14 - 9/30/15	GS1-SL-340 Disbursement Records: Detail	5 FY	D=4/2021
Box	2	BOCC - EOY/NY Backup JV's - FY 2009-2015	10/1/08 - 9/30/2015	GS1-SL-340 Disbursement Records: Detail	5 FY	D=4/2021
Box	25	FY 14/15 BOCC Johns Eastern-Acct. Reconciliations	10/1/14 - 9/30/15	GS1-SL-85 Bank Statements: Reconciliation	5 FY	D=4/2021
		SRF Loan WW33103S	2/8/10	GS1-SL-56 Audits: Independent	10 FY	D=4/2021
		SRF Loan DW0901	6/8/10	GS1-SL-56 Audits: Independent	10 FY	D=4/2021
Box	30	FY17 Finaancial Services Accounting Clerk (C. Parrish) Misc. Corresp.	10/1/16 - 9/30/17	GS1-SL-17 Correspondence and Memorandum: Admin	3 FY	D=4/2021
Box	38	A. Snodgrass notes & working papers for 10/27/2015	10/1/2016 - 9/30/2017	GS1-SL-17 Correspondence and Memorandum: Admin	3 FY	D=4/2021
Box	4	FY 09/10 Technology expense Report to FCCCOC	10/1/09 - 9/30/10	GS1-SL-107 Financial Recports: Annual (Local Government)	10 FY	D=4/2021
		FY 15 Wire Transfer Template Set up Requests	10/1/14 - 9/30/15	GS1-SL-264 Electronic Funds Transfer Records	5 FY	D=4/2021
Box	42	BOCC Fuel Tax Refund Support Documentation	10/1/2016 - 9/30/2017	GS1-SL-213 Fuel Tax Refund Support Documentation	3 FY	D=4/2021
Box	55	FY 2015 BOCC Term Employee File Payroll Records (A-Z)	10/1/14 - 9/30/15	GS1-SL-195 Payroll Records: Supporting Documents	5 FY	D=4/2021
Box	6	FY17 BOCC Physical Inventory Backup for Fire Transfer from CCSO to BOCC	10/1/16 - 9/30/17	GS1-SL-40 Inventory: Agency Property	3 FY	D=4/2021
		FY17 BOCC Parts/Supply/Chemical Inventory Worksheets	10/1/16 - 9/30/17	GS1-SL-40 Inventory: Agency Property	3 FY	D=4/2021
		FY17 BOCC Retired Asset Custodian Asset Activity Forms	10/1/16 - 9/30/17	GS1-SL-40 Inventory: Agency Property	3 FY	D=4/2021
		FY17 BOCC Physical Inentory asset audit worksheets	10/1/16 - 9/30/17	GS1-SL-40 Inventory: Agency Property	3 FY	D=4/2021
Box	60	FY 2010 - 2016 BOCC Unemploy., UCT & Backup	10/1/09 - 9/30/16	GS1-SL-157 Federal Income/Employment Tax Forms/Reports	4 years after tax due date	D=4/2021
		FY 2011-2015 BOCC W-2s	10/1/10 - 9/30/16	GS1-SL-157 Federal Income/Employment Tax Forms/Reports	4 years after tax due date	D=4/2021
		FY 2012 - 2016 BOCC 941 Forms & Backup	10/1/11 - 9/30/16	GS1-SL-157 Federal Income/Employment Tax Forms/Reports	4 years after tax due date	D=4/2021
Box	7	BOCC Commerce Bank Orig. Contract & Supporting Documents	10/1/2014 - 9/30/2015	GS1-SL-84 Financial Account Authorization Records	5 FY	D=4/2021
		FY14/15 Bank Of America Purchasing Card Employee A	10/1/14 - 9/30/15	GS1-SL-264 Electronic Funds Transfer Records	5 FY	D=4/2021
		Vendor Files: Avetch Software Inc.	10/1/14 - 9/30/15	GS1-SL-340 Disbursement Record: Detail	5 FY	D=4/2021
		FY 14/15 BOCC Petty Cash/Cash Drawer Audits	10/1/14 - 9/30/15	GS1-SL-365 Receipt/Revenue Records: Detail	5 FY	D=4/2021
		FY 14/15 Functional Expense Report-ElderAffairs	10/1/14 - 9/30/15	GS1-SL-348 Grant Files: Recipient	5 FY	D=4/2021
		Assessment of Additional Court Cost Reports	10/1/09 - 9/30/10	GS1-SL-341 Disbursement Records: Summary	10 FY	D=4/2021
		END				

Attachment: Disposition #1805 (12906 : Clerk Records Disposition 1805)

AGENDA MEMORANDUM

FROM:	Traci Phillips, Chief of Staff
SUBJECT:	SWFWMD Comprehensive Annual Financial Report FY 2020
AGENDA DATE:	**June 08, 2021**

BRIEF OVERVIEW:

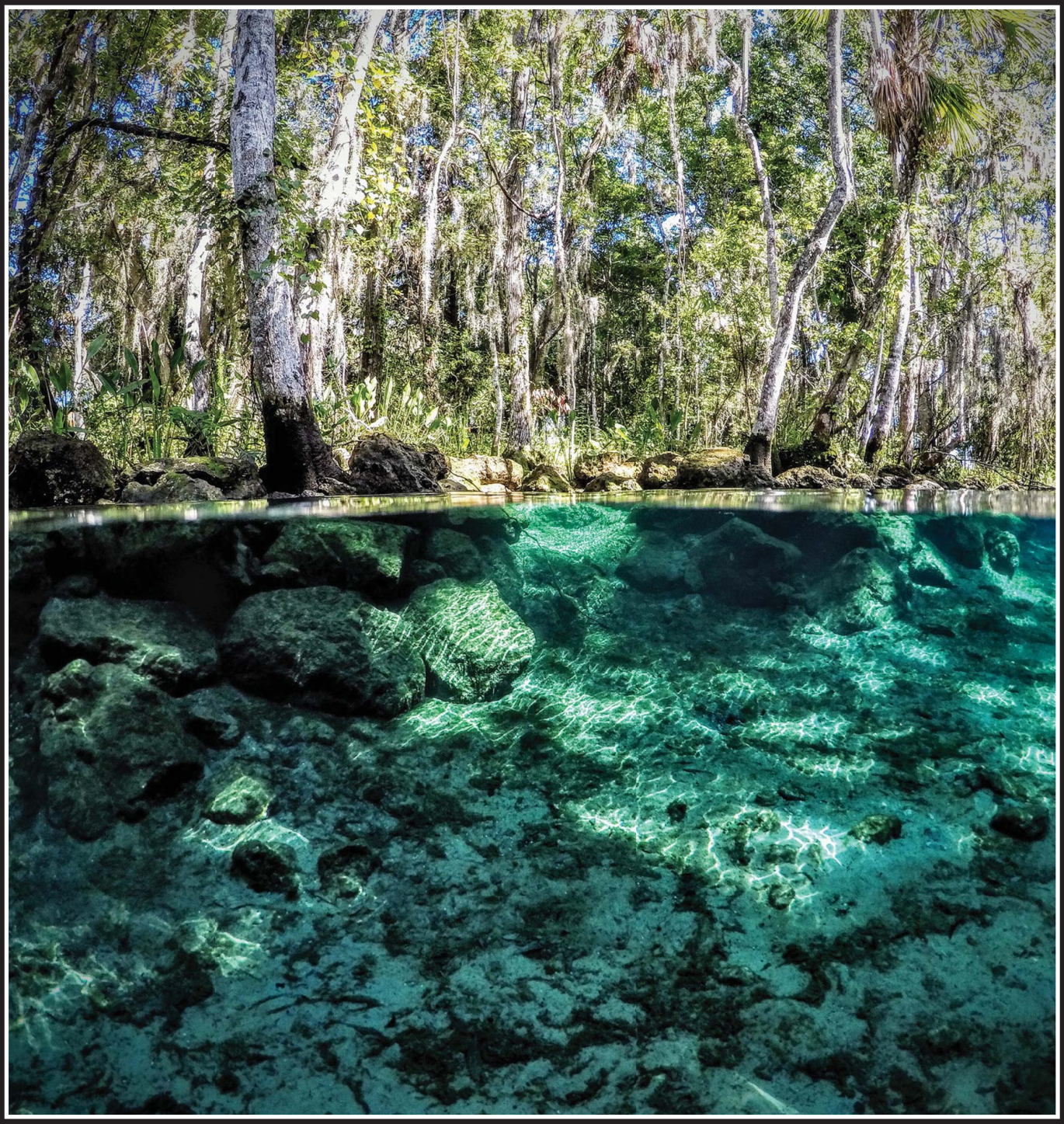
RECOMMENDED ACTION:

Acknowledge receipt of Comprehensive Annual Financial Report for the Fiscal Year Ended September 30, 2020 received from Southwest Florida Water Management District.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

Comprehensive Annual Financial Report

Fiscal Year Ended September 30, 2020



A Component Unit of The State of Florida

Southwest Florida
Water Management District

WATERMATTERS.ORG · 1-800-423-1476

Attachment: SWFWMD - FY 2020 Comprehensive Annual Financial Report (12859 : SWFWMD Comprehensive Annual Financial Report FY 2020)

Attachment: SWFWMD - FY 2020 Comprehensive Annual Financial Report (12859 : SWFWMD Comprehensive Annual Financial Report FY 2020)

Comprehensive Annual Financial Report

Fiscal Year Ended September 30, 2020
Prepared by: Finance Bureau

Southwest Florida
Water Management District

WATERMATTERS.ORG · 1-800-423-1476

A Component Unit of the State of Florida

Mission Statement:
To protect water resources, minimize flood risks, and ensure the public's water needs are met.

The Governing Board of the District assumes its responsibilities as authorized in Chapter 373 and other chapters of the Florida Statutes by directing a wide range of programs, initiatives and actions. These include, but are not limited to, flood protection, water use, well construction and environmental resource permitting, water conservation, education, land acquisition, water resource and supply development, and supportive data collection and analysis efforts.

The Southwest Florida Water Management District (District) does not discriminate on the basis of disability. This nondiscrimination policy involves every aspect of the District's functions, including access to and participation in the District's programs, services and activities. Anyone requiring reasonable accommodation, or who would like information as to the existence and location of accessible services, activities, and facilities, as provided for in the Americans with Disabilities Act, should contact the Human Resources Office Chief, at 2379 Broad St., Brooksville, FL 34604-6899; telephone (352) 796-7211 or 1-800-423-1476 (FL only), ext. 4747; or email ADACoordinator@WaterMatters.org. If you are hearing or speech impaired, please contact the agency using the Florida Relay Service, 1-800-955-8771 (TDD) or 1-800-955-8770 (Voice). If requested, appropriate auxiliary aids and services will be provided at any public meeting, forum, or event of the District. In the event of a complaint, please follow the grievance procedure located at WaterMatters.org/ADA.

Southwest Florida Water Management District
Comprehensive Annual Financial Report
Fiscal Year Ended September 30, 2020

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- GFOA Certificate of Achievement
- Boundary Map
- District Organization Chart Listing Principal Officials
- List of Appointed Officials

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Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899
(352) 796-7211 or 1-800-423-1476 (FL only)
WaterMatters.org

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170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

Sarasota Office
78 Sarasota Center Boulevard
Sarasota, Florida 34240-9770
(941) 377-3722 or
1-800-320-3503 (FL only)

Tampa Office
7601 U.S. 301 North (Fort King Highway)
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)

Kelly S. Rice
Chair, Citrus, Lake, Levy, Sumter
Joel Schleicher
Vice Chair, Charlotte, Sarasota
Rebecca Smith
Secretary, Hillsborough, Pinellas
James G. Murphy
Treasurer, Polk
Ed Armstrong
Pinellas
Ashley Bell Barnett
Polk
Jack Bispham
Manatee
Roger Germann
Hillsborough
John Mitten
Hernando, Marion
Seth Weightman
Pasco
Michelle Williamson
Hillsborough

Brian J. Armstrong, P.G.
Executive Director

April 27, 2021

To the Citizens of the Southwest Florida Water Management District:

The Comprehensive Annual Financial Report of the Southwest Florida Water Management District (District) for the fiscal year ended September 30, 2020, is hereby submitted.

State law requires that local governmental entities publish within nine months of the close of each fiscal year a complete set of audited financial statements. This report is published to fulfill that requirement for the fiscal year ended September 30, 2020.

Responsibility for both the accuracy of the data and the completeness and fairness of the presentation, including all disclosures, rests with management. To provide a reasonable basis for making these representations, management of the District has established a comprehensive internal control framework that is designed both to protect the government's assets from loss, theft, or misuse and to compile sufficient reliable information for the preparation of the District's financial statements in conformity with U.S. generally accepted accounting principles (GAAP). Because the cost of internal controls should not outweigh their benefits, the District's comprehensive framework of internal controls has been designed to provide reasonable rather than absolute assurance that the financial statements will be free from material misstatement. To the best of our knowledge and belief, the information presented is accurate in all material respects, and is reported in a manner that presents fairly the financial position and results of operations of the District. All disclosures necessary to enable the reader to gain an understanding of the District's activities have been included.

James Moore & Co., P.L. Certified Public Accountants and Consultants has issued an unmodified opinion on the District's financial statements for the year ended September 30, 2020. The independent auditors' report is located at the front of the financial section of this report.

Management's discussion and analysis immediately follows the independent auditors' report and provides a narrative introduction, overview, and analysis of the basic financial statements. The management discussion and analysis complements this letter of transmittal and should be read in conjunction with it.

The District encompasses approximately 10,000 square miles of a 16-county area in west central Florida and is one of five regional water management districts charged by Chapter 373 of the Florida Statutes to preserve and protect the state's water resources.

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About the District

Approximately one quarter of the state's population (5.4 million) resides within the District. The District was established in 1961 by a special act of the Florida Legislature to serve as local sponsor of the Four River Basins, Florida Project. This was a major flood control project sponsored by the U.S. Army Corps of Engineers after Hurricane Donna caused extensive damage in west-central Florida in 1960.

The District's original mission was to protect people and property from flooding caused by tropical storms and other heavy rains. This was done in part by building structures to control high waters. The Tampa Bypass Canal, which diverts Hillsborough River overflow away from the flood-prone areas of Tampa and Temple Terrace, is the most prominent example of this water resource management responsibility.

Today's regional flood protection efforts remain an important element of the District's mission. Since the District was created in 1961, additional responsibilities have been added to the District by the Florida Legislature. The District now authorizes permits for consumptive use of water, well construction, surface water management, and the protection of wetlands. Water supply, water resource development, and water quality are major concerns; and many projects with local, state and federal funding partners focus on ensuring adequate sustainable quality water for the future.

The District's operations are directed by a 13-member Governing Board. Appointed by the Governor and confirmed by the Senate, Governing Board members are unpaid volunteers representing diverse backgrounds and interests. Board members, who must live within the District, serve four-year terms. The Governing Board determines the District's overall policies, executes its statutory and regulatory responsibilities, administers contracts, and authorizes tax levies and budgets in accordance with the Truth in Millage (TRIM) statutory budgetary hearing process. The Governing Board appoints the District's Executive Director, subject to approval by the Governor and the Florida Senate, and appoints the District's Inspector General.

The District is authorized by the Florida Constitution and Florida Statutes to fund its operations from ad valorem property taxes. The District Governing Board may levy up to one mill Districtwide to fund its operations, regulatory activities, and projects. One mill equals $1 of tax for each $1,000 of assessed land value. Funding requirements for District programs is supplemented by District permit fees and grants from federal, state, and local governments.

The annual budget serves as the foundation for the District's financial planning and control. The TRIM Act enacted by state legislation requires disclosure of information regarding the ad valorem millage rate and budget adoption. Each year, following the required disclosures, the District conducts two public hearings on the budget for taxpayer comment. After the first budget hearing, written disapproval of any portion of the budget, if any, is received from the Executive Office of the Governor (EOG) or the Legislative Budget Commission at least five business days prior to the final budget hearing where, the Governing Board sets the millage rate and adopts a budget. The appropriated budget is prepared by fund, bureau and expenditure category and reported programmatically. Pursuant to Section 373.536(4), the District's legal level of budgetary control (i.e., the level at which expenditures may not legally exceed appropriations) is set at the fund level. Expenditures in excess of appropriations in one or more departments of a fund do not constitute a violation of budgetary controls providing total expenditures do not exceed total appropriations for the fund. The Governing Board delegates authority to the Executive Director or his/her designees to execute transfers of budgeted funds not to exceed $50,000 that change the original intent of an appropriation. Delegated transfers are presented to the Governing Board for ratification at their next regular scheduled meeting. All budget amendments require Governing Board approval. Any amendment greater than $1 million must be reviewed and approved by the EOG.

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The Reporting Entity

The financial statements of the District include all operations for which the District is financially accountable.

The District is a component unit of the State of Florida for financial reporting purposes. The state has historically provided funding for District programs through the sale of state debt, sharing of documentary stamp tax revenues, and the approval of various annual grants and entitlements.

The District's financial statements for the fiscal year ended September 30, 2020, will be incorporated into the State of Florida's financial statements for the state's fiscal year ending June 30, 2021, as a discretely presented component unit. Discretely presented component units are reported in a separate column in the basic financial statements to emphasize that they are legally separate from the primary government, which is the State of Florida, and to differentiate their financial position, results of operations and cash flows, where applicable.

Factors Affecting Financial Condition

Economic Conditions and Outlook. With the spread of COVID-19 and the associated global pandemic, economic growth fell quickly in quarter two of 2020 and unemployment levels reached record highs[1]. Yet, in the aftermath of Florida's hurricanes, there has been a subsequent recovery. The path forward is clouded by uncertainty, depending on exogenous factors, such as fiscal policy and the continued response to the virus.

Between 2019 and 2020, the permanent population of the District increased by approximately 65,595 residents, representing 1.20 percent growth[2]. The District's growth was in line with the state's 1.17 percent increase. Both the District and state outpaced national population growth, which was 0.66 percent. Even during the pandemic, the main driver of population growth has been strengthened domestic migration. The latest estimates from Florida's Demographic Estimating Conference indicate an apparent shift in lifestyle preferences away from more dense urban environments in other parts of the country, which bodes well for future growth in the near and long term[3]. In contrast to the continued trend of increased population growth, Florida's unemployment rate reversed course, reaching 7.6 percent in September 2020, compared to 2.9 percent in September 2019[4]. It may be some time before labor markets to return to their pre-pandemic state, as Florida is not expected to reach full employment levels until fiscal year 2029-2030[5].

Amidst a wave of underwhelming economic indicators in 2020, housing remained one of the few bright spots. Closed sales and sale prices continued to increase across Florida. For the third quarter of 2020, closed sales of single-family homes rose 13.7 percent year-over-year and the median sale price increased by 13.2 percent[6]. Similarly, closed sales for condominiums and townhouses ticked up 13.5 percent and the median sale price rose by 13.2 percent over the same time horizon. Considering the Great Recession was precipitated by a housing market crash, it may seem strange to have the housing market insulated from the most recent downturn. Yet, there are a variety of

[1] Bureau of Labor Statistics, U.S. Department of Labor, *The Economics Daily*, Unemployment rate rises to record high 14.7 percent in April 2020 on the Internet at https://www.bls.gov/opub/ted/2020/unemployment-rate-rises-to-record-high-14-point-7-percent-in-april-2020.htm (visited *November 25, 2020*).

[2] Except as noted all data are based on countywide data and are derived from Woods and Poole Economics. 2020 State Profile: State and County Projections to 2050.

[3] Office of Economic and Demographic Research. Demographic Estimating Conference Executive Summary. November 13, 2020.

[4] Florida Department of Economic Opportunity. November 20, 2020. http://floridajobs.org

[5] State of Florida Long-Range Financial Outlook, Fiscal Years 2021-22 through 2023-24. Legislative Office of Economic and Demographic Research. Published September 10, 2020, p. 46.

[6] Sales, price, and inventory data retrieved from Quarterly Market Detail-Q3 2020. Florida Association of Realtors. https://www.floridarealtors.org/ResearchAndStatistics/Florida-Market-Reports/Index.cfm

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factors contributing to the housing market's strength. For one, the Federal Reserve's decision to cut the federal funds rate in response to the economic downturn caused a reduction in borrowing costs for homeowners, which increased demand in the marketplace. Additionally, homes were already in short supply before this surge in demand. The benchmark for a balanced market, favoring neither buyer nor seller, is a 5.5 months' supply. Inventory dipped year-over-year in the third quarter of 2020 from a 3.6 to a 2.2 months' supply, contributing in part to the price appreciation. Moreover, not every household has been affected by the economic downturn equally. Through September 2020, the employment rate increased by 2.9 percent for high wage workers (greater than $60,000), whereas the employment rate decreased by 1.2 percent for middle wage workers (between $27,000 and $60,000) and by 14.4 percent for low wage workers (less than $27,000)[7]. Regardless, the path toward a sustainable housing market lies in more construction and balanced inventory. October 2020 survey data from the National Association of Home Builders/Wells Fargo Housing Market Index (HMI) revealed home builder sentiment exceeding pre-COVID levels[8]. The key factor will be if the construction will be enough to make up for the current inventory shortfall, as construction employment in Florida is not anticipated to reach its previous peak (FY 2005-2006) until FY 2026-2027[9].

COVID-19 has undeniably loomed large in the economic landscape of 2020, exerting its effects across the global, national, and local levels. From quarter one to quarter two of 2020, Florida's Gross Domestic Product (GDP) fell by 30.1 percent[10]. While that drop is precipitous, economic activity has steadily grown in the latter half of 2020. Overall, the International Monetary Fund (IMF) estimates that U.S. output will only fall by four percent (year-over-year) in 2020[11]. While it may be difficult to keep track of the over abondance of economic performance measures, the key drivers of the District's fiscal outlook lie in property values and economic activity, as the District's budget primarily relies on a combination of ad valorem taxation and funding from federal, state, and local sources. Valuations in the residential property market remain robust through a combination of reduced supply and increased sales activity. With changing consumer preferences and increasing working from home trends, non-residential valuations appear less certain, as the most recent Revenue Estimating Conference predicts a decline in taxable value for 2021 and 2022[12]. Similarly, there is a projected decrease of $3.3 billion in anticipated revenues to the state's General Revenue from fiscal years 2020 to 2022. The projected decline is largely driven by shortfalls in sales tax, with losses of $1.98 billion in FY 2020-2021 and $1.04 billion in FY 2021-2022[13]. With reduced opportunities for normal commercial activity, this makes sense. For instance, the average household credit card spending fell by 40 percent year-over-year in March 2020[14]. Tourism has also been a main driver in the loss of taxable sales. Through a reduced ability and willingness to travel, year-over-year visitors to Florida fell by 31.8 percent in the third quarter of 2020, with traffic down in both domestic (25.2 percent) and international (91.4 percent) categories[15].

Given the uncertainty surrounding the course of COVID-19, there are several paths for future economic conditions. The latest forecast from Wells Fargo projects the national economic recovery

[7] *Opportunity Insights Economic Tracker*. (2020). Opportunity Insights. https://tracktherecovery.org/

[8] *Builder Confidence Continues Record Climb*. (2020, October 19). National Association of Homebuilders. http://nahbnow.com/2020/10/builder-confidence-continues-record-climb/

[9] State of Florida Long-Range Financial Outlook, Fiscal Years 2021-22 through 2023-24. Legislative Office of Economic and Demographic Research. Published September 10, 2020, p. 48.

[10] GDP by State. (2020, October 2). Bureau of Economic Analysis. https://www.bea.gov/data/gdp/gdp-state

[11] What a vaccine means for America's economy. (2020, November 14). The Economist. https://www.economist.com/finance-and-economics/2020/11/14/what-a-vaccine-means-for-americas-economy

[12] State of Florida Long-Range Financial Outlook, Fiscal Years 2021-22 through 2023-24. Legislative Office of Economic and Demographic Research. Published September 10, 2020, p. 58.

[13] Office of Economic and Demographic Research. Revenue Estimating Conference for the General Revenue Fund. December 21, 2020.

[14] What big data says now about household spending—and more. (2020, May 19). J.P Morgan Chase. https://privatebank.jpmorgan.com/gl/en/insights/planning/what-big-data-says-now-about-household-spending-and-more

[15] Florida Visitor Estimates. (2020). Visit Florida. https://www.visitflorida.org/resources/research/

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to continue, albeit more likely at a slower pace[16]. As of December 2020, virus case counts continued to reach record highs across the country. Effective vaccines available near the end of 2020 is positive news, but economic growth could be hampered in the immediate future if restrictions must be implemented to counteract a surge in cases[17]. Fiscal policy will also weigh heavily on future economic conditions. In late December, Congress agreed on an additional relief package of $900 billion, including $600 direct payments for most Americans, supplemental unemployment insurance of $300 through mid-March, reinstatement of an eviction moratorium, and aid to state and local governments[18]. The stimulus will help solidify the financial conditions of families and potentially hasten the economic recovery. On that same token, accelerated vaccine arrival would be a benefit for Florida's tourism industry. While the industry is expected to be affected for at least three years, a more rapid recovery could shorten that window. Consumer confidence can also serve as a useful barometer of economic conditions. As of November 2020, perceptions of personal finances remain mixed and overall sentiment lies well below pre-pandemic levels[19].

Thus, 2020 brought an upheaval of prevailing economic trends. The largest economic expansion on record ended with a pandemic-induced recession, and record low unemployment reversed course to near-record highs. Key industries in Florida and the District, most notably tourism, may take several years to reach previous levels. Not everything was bad news, however. The housing market saw increased valuations and sales, although increased construction activity will be needed to correct a shortage in the market.

Long-term financial planning. The District exercises its management of water resources through four statutorily designated areas of responsibility: Water Supply, Water Quality, Flood Protection and Natural Systems. Long-term financial planning is conducted to connect the program planning and the budget processes. The District's financial planning efforts include the Strategic Plan, which provides strategic direction through the identification of regional priorities and objectives, Business Plan, Long-Range Funding Plan (Funding Plan), Program Budget and Five-Year Capital Improvements Plan.

The development of the District's Funding Plan is an example of long-term financial planning for the future water supply needs. This plan is a pay-as-you-go funding strategy for initiatives outlined in the Regional Water Supply Plan. The Regional Water Supply Plan projects water demands and needed water supply sources for a 20-year period and is updated on a five-year cycle. The most recent update, covering years 2020-2040, was approved by the District's Governing Board in November 2020. The Funding Plan currently demonstrates that fiscal resources, supplemented with project reserves, maintain a healthy investment in water resources over the next several years. To ensure the plan keeps pace with evolving water supply and resource development initiatives and potential revenue impacts of economic fluctuations and legislative changes, the District examines the plan on an ongoing basis.

Awards and Acknowledgements

The Government Finance Officers Association of the United States and Canada awarded a Certificate of Achievement for Excellence in Financial Reporting to the District for its comprehensive annual financial report for the fiscal year ended September 30, 2019. This was the 32nd consecutive year that the District has achieved this prestigious award. To be awarded a Certificate of

[16] Wells Fargo Economics Group. (2020, November). Probit model confirms economic recovery to continue. Wells Fargo Securities. https://www08.wellsfargomedia.com/assets/pdf/commercial/insights/economics/special-reports/recession-update-20201112.pdf

[17] Wells Fargo Economics Group. (2020, November). Outlook still depends critically on COVID. Wells Fargo Securities. https://www08.wellsfargomedia.com/assets/pdf/commercial/insights/economics/monthly-outlook/monthly-20201110.pdf

[18] America's Congress agrees on a long-overdue stimulus compromise. (2020, December 21). The Economist. https://www.economist.com/united-states/2020/12/21/americas-congress-agrees-on-a-long-overdue-stimulus-compromise

[19] UF Survey Research Center. (2020, December). Florida Consumer Sentiment Index. Bureau of Economic and Business Research.

Achievement, a government must publish an easily readable and efficiently organized comprehensive annual financial report. This report must satisfy both generally accepted accounting principles and applicable legal requirements.

A Certificate of Achievement is valid for a period of one year only. We believe that the District's current comprehensive annual financial report continues to meet the Certificate of Achievement Program's requirements and we are submitting it to the Government Finance Officers Association of the United States and Canada to determine its eligibility for another certificate.

Sincere appreciation is extended to the many District employees who assisted with the preparation of this report, with special thanks to the employees of the Finance Bureau, especially the Accounting & Financial Reporting Section. Special recognition is due to the Communications and Board Services Bureau staff for the design of the cover, and the General Services Bureau staff for printing the report. In closing, this report would not have been possible without the support and leadership of the District Governing Board and the District's Executive staff.

Sincerely,

John J. Campbell
Division Director
Management Services

Melisa J. Lowe
Bureau Chief
Finance

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Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

Southwest Florida Water Management District

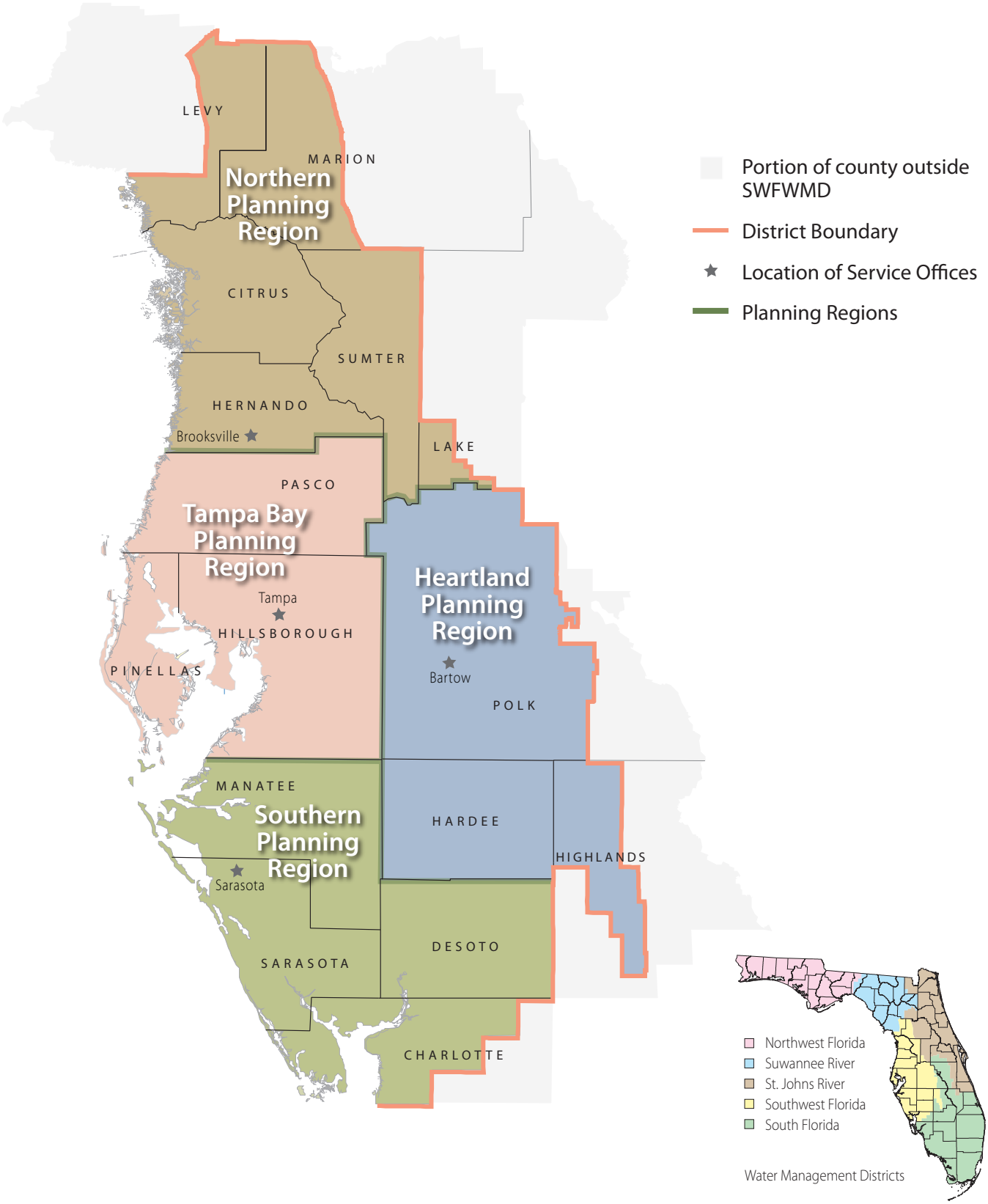
For its Comprehensive Annual
Financial Report
For the Fiscal Year Ended

September 30, 2019

Christopher P. Morrill

Executive Director/CEO

Southwest Florida Water Management District



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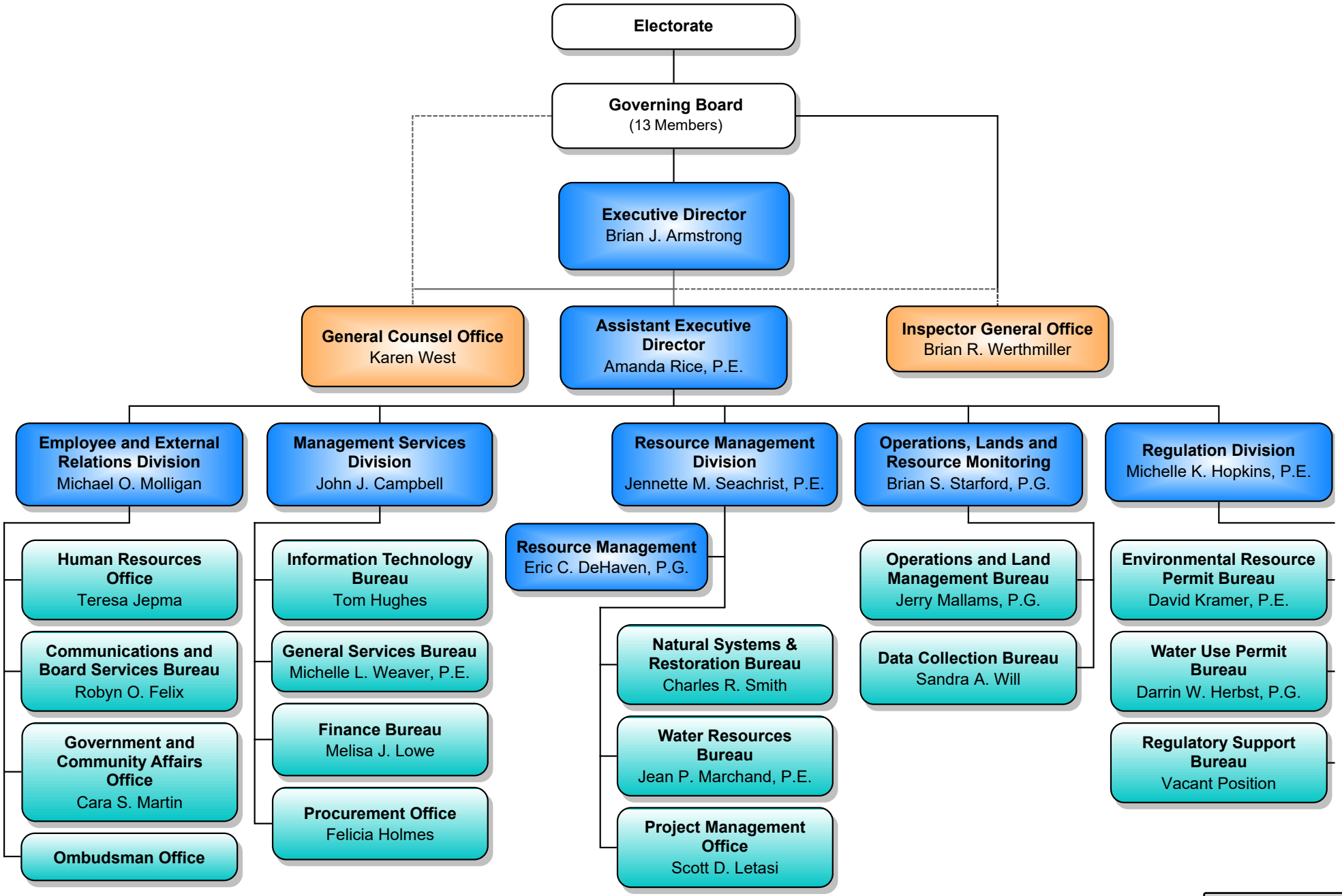
Southwest Florida Water Management District

Organization Chart

As of September 30, 202



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Southwest Florida Water Management District

List of Appointed Officials

at time of publication, April 27, 2021

Governing Board Chair	Kelly S. Rice
Governing Board Vice Chair	Joel Schleicher
Governing Board Secretary	Rebecca Smith
Governing Board Treasurer	James G. Murphy
Board Member	Ed Armstrong
Board Member	Ashley Bell Barnett
Board Member	Jack Bispham
Board Member	Roger Germann
Board Member	John Mitten
Board Member	Seth Weightman
Board Member	Michelle Williamson
Board Member	Vacant
Board Member	Vacant

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Financial Section

- Independent Auditors' Report
- Management's Discussion and Analysis (unaudited)
- Basic Financial Statements
- Notes to the Financial Statements

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James Moore
Certified Public Accountants and Consultants

INDEPENDENT AUDITORS' REPORT

The Members of the Governing Board,
Southwest Florida Water Management District:

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities and each major fund of the Southwest Florida Water Management District (the District), as of and for the year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

The District's management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

121 Executive Circle
Daytona Beach, FL 32114-1180
Telephone: 386-257-4100

133 East Indiana Avenue
DeLand, FL 32724-4329
Telephone: 386-738-3300

5931 NW 1st Place
Gainesville, FL 32607-2063
Telephone: 352-378-1331

2477 Tim Gamble Place, Suite 200
Tallahassee, FL 32308-4386
Telephone: 850-386-6184

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Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the District, as of September 30, 2020, and the respective changes in financial position, and the respective budgetary comparison for the General fund and DOT Mitigation special revenue fund for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and required supplementary information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

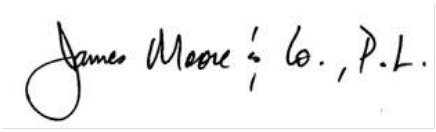
Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the District's basic financial statements. The introductory section, other supplementary information, statistical section, and schedule of expenditures of federal awards and state financial assistance, as required by Section 215.97, Florida Statutes, *Florida Single Audit Act*, as listed in the table of contents, are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The other supplementary information and schedule of expenditures of federal awards and state financial assistance are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on it.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated April 7, 2021 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.



Gainesville, Florida
April 7, 2021

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Management's Discussion and Analysis
(unaudited)

The Southwest Florida Water Management District's (District) discussion and analysis is designed to offer readers of the District's financial statements a narrative overview and analysis of the financial activities of the District for the fiscal year ended September 30, 2020. Readers are encouraged to read the Management's Discussion and Analysis in conjunction with the transmittal letter beginning on page i and the District's financial statements, which begin on page 17.

Financial Highlights

- The assets and deferred outflows of resources of the District exceeded its liabilities and deferred inflows of resources at the close of the most recent fiscal year by $1.2 billion (net position). Of this amount, $362.6 million may be used to meet the District's ongoing obligations to citizens and creditors. It is the District's intent to use these assets to: satisfy contracts and purchase orders in the amount of $64.3 million; fund board and management designations in the amount of $74.6 million; fund future long- and short-term projects in the amount of approximately $156.9 million; maintain an economic stabilization reserve of $30.6 million; support land management activities in the amount of $2.3 million; Capital project reserves of $8.9 million; pay claims associated with the District's Workers' Compensation and Medical self-insurance programs in the amount of $2.8 million; and carry forward $22.2 million into the fiscal year 2020-21 budget.

- The District's total net position increased by $15,528,402 (1.3 percent) during the year, remaining relatively stable at $1.2 billion at September 30, 2020.

- As of the close of the current fiscal year, the District's governmental funds reported combined ending fund balances of $437.6 million, an increase of $8.6 million in comparison with the prior year. Of this total amount, $1.4 million is classified as nonspendable; $28.8 million is restricted for the watershed basins and land acquisition; and $407.4 million is available for spending at the District's discretion, with the majority committed or assigned.

- The District continues to have no bonded debt.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the District's basic financial statements. The District's basic financial statements are comprised of three components: (1) government-wide financial statements, (2) fund financial statements, and (3) notes to the financial statements. This report also contains required and other supplementary information in addition to the basic financial statements themselves.

Government-wide financial statements. The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the District's assets and deferred outflows of resources and liabilities and deferred inflows of resources, with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the District's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

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Management's Discussion and Analysis
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The government-wide financial statements distinguish functions of the District that are principally supported by taxes and intergovernmental revenues (governmental activities). The governmental activities of the District include water resource planning and monitoring; land acquisition, restoration and public works; operation and maintenance of works and lands; regulation; outreach; management and administration; and interest.

The government-wide financial statements can be found on pages 17 and 18 of this report.

Fund financial statements. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating the District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental funds balance sheet and the governmental funds statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintained one general fund, one special revenue fund and two capital projects funds, all of which were considered major funds during fiscal year 2019-20. Information for all funds is presented separately in the governmental funds balance sheet and in the governmental funds statement of revenues, expenditures, and changes in fund balances.

The District adopts an annual appropriated budget for all funds. To demonstrate compliance with the adopted budget, budgetary comparison statements have been provided for all funds in accordance with GASB Statement No. 34, *Basic Financial Statement–And Management's Discussion and Analysis–For State and Local Governments*. Although not required, budgetary comparison schedules for the District's capital projects funds have been provided on pages 73 and 74 of this report as other supplementary information.

The governmental funds financial statements can be found on pages 19 and 20 of this report.

Notes to the financial statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 23 through 63 this report.

Additional information. Additional information about the District, which may be of interest to the reader, is found under the Required Supplementary Information, Other Supplementary Information, Statistical, Single Audit Compliance, Management Letter, and Independent Accountants' Report sections of this report.

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Management's Discussion and Analysis
(unaudited)

Government-wide Overall Financial Analysis

For fiscal year 2019-20, the overall condition of the District remained constant compared with fiscal year 2018-19.

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the District, assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources by approximately $1.2 billion at September 30, 2020, which was the same as the fiscal year ending September 30, 2019 as detailed below.

Southwest Florida Water Management District's Net Position

	Governmental Activities	
	2020	2019
Current and Other Assets	$ 496,755,268	$ 488,714,551
Long-term Receivables	1,229,631	6,520,850
Capital Assets	856,177,453	838,650,320
Total Assets	1,354,162,352	1,333,885,721
Deferred Outflows of Resources	12,702,623	11,430,762
Current and Other Liabilities	58,939,977	59,485,953
Long-term Liabilities	58,617,250	50,433,014
Total Liabilities	117,557,227	109,918,967
Deferred Inflows of Resources	2,831,593	4,449,763
Net Position:		
Net Investment in Capital Assets	855,068,497	837,625,127
Restricted for:		
Watershed Basins	14,040,957	22,097,353
Land Acquisition	14,778,137	11,241,473
Unrestricted	362,588,564	359,983,800
Total Net Position	$ 1,246,476,155	$ 1,230,947,753

By far, the largest portion of the District's net position, at September 30, 2020, in the amount of approximately $855.1 million (68.6 percent) reflects its net investment in capital assets (e.g., land, buildings, machinery, equipment, infrastructure, intangible assets). The District uses these capital assets to carry out its statutory responsibilities; consequently, these assets are not available for future spending.

Restricted net position in the amount of approximately $28.8 million (2.3 percent) represents resources that are subject to external restrictions on how they may be used. These resources represent the net position restricted for land acquisition and the restricted net position of the former seven watershed basins that must be spent within the geographical boundaries of each watershed basin.

It is the District’s intent to use the net position restricted for the former seven watershed basins to satisfy contracts and purchase orders and fund future long- and short-term projects that fall within the specific geographical boundaries of the basins. The balance of net position restricted for watershed basins at the end of fiscal year 2019-2020 decreased from the prior year balance by $8.1 million (36.5 percent). The decrease is attributable to the use of restricted funds for watershed basin projects

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for which the ad valorem property taxes were collected prior to fiscal year 2011-12. The basins no longer exist as ad valorem taxing units and no longer levy ad valorem tax.

The balance of net position restricted for land acquisition at the end of fiscal year 2019-2020 increased from the prior year balance by $3.5 million (31.5 percent). The increase is attributable to the District releasing land easements in the amount of $1.7 million and to the reclassification from committed net position to restricted net position of previous land transactions in the amount of $1.8 million.

Unrestricted net position in the amount of $362.6 million (29.1 percent) may be used to meet the District's ongoing obligations to citizens and creditors. As noted earlier, it is the District's intent to use these assets to: satisfy contracts and purchase orders; fund board and management designations; fund future long- and short-term projects; support land management activities; pay claims associated with the District's Workers' Compensation and Medical self-insurance programs; fund an economic stabilization reserve; and carry forward funding for allocation in subsequent years budgets.

Total assets at the end of fiscal year 2019-2020 increased from the prior year, reflecting a net increase of $20.3 million (1.56 percent). The increase in current and other assets of $8.0 million (1.6 percent) was offset by a decrease in long-term receivables by $5.3 million (81.1percent). Cash and investments increased $14.8 million (3.1 percent). This is due to increased ad valorem and interest earnings. Receivables (non-long term) increased $3.9 million (103.4 percent), which is primarily due to a $4 million invoice to the Florida Department of Environmental Protection for a springs initiative contract.

The total liability obligation increased by $7.6 million (6.9 percent). This is partly due to an increase in Long-term Liabilities of $8.2 million (16.2 percent). This is mainly due to the increase in pension liability (FRS and HIS) of $7.5 million (19.8 percent).

At September 30, 2020, the District reported positive balances in all categories of net position. The same held true for the prior fiscal year. For fiscal year 2019-20, the District's total net position increased by $15.5 million (1.3 percent). The reasons for this increase are discussed in the following section for governmental activities.

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Management's Discussion and Analysis
(unaudited)

Governmental activities. Governmental activities increased the District's net position by $15.5 million.

Southwest Florida Water Management District's Changes in Net Position

	Governmental Activities	
	2020	2019
Revenues:		
Program Revenues:		
Charges for Services	$ 3,234,530	$ 3,621,547
Operating Grants and Contributions	8,170,077	9,219,934
Capital Grants and Contributions	19,648,754	3,447,139
General Revenues:		
Ad Valorem Property Taxes	113,824,170	111,161,407
Unrestricted Investment Earnings	14,114,612	15,679,824
Gain on Sale of Capital Assets	4,219,008	676,273
Other	281,024	284,423
Total Revenues	163,492,175	144,090,547
Expenses:		
Water Resource Planning and Monitoring	26,670,170	26,031,937
Land Acquisition, Restoration and Public Works	68,607,233	63,539,354
Operation and Maintenance of Works and Lands	19,737,875	20,047,715
Regulation	19,345,097	20,788,418
Outreach	2,123,905	2,320,589
Management and Administration	11,431,719	11,553,869
Interest	48,499	40,011
Total Expenses	147,964,498	144,321,893
Change in Net Position	15,527,677	(231,346)
Prior Period Adjustment*	725	-
Net Position - Beginning of year	1,230,948,478	1,231,179,099
Net Position - End of Year	$ 1,246,476,155	$ 1,230,947,753

*see note V.D.1. (page 50) on the FRS restatement of beginning net position and decrease of beginning net pension liability.

Total revenues increased by $19.4 million (13.5 percent) from the previous year. Capital grants and contributions increased by $16.2 million (470.0 percent), due to an increase in donated land parcels. Ad valorem property taxes increased by $2.7 million (2.4 percent), primarily due to an increase in assessed property values offset by a reduction in the millage rate. Gain on sale of capital assets increased by $3.5 million (523.9 percent) mainly due to the sale of the District's previous Sarasota Service Office for a gain of $2.7 million. Operating grants and contributions decreased by $1.0 million (11.4 percent) primarily due to a decrease in operating grants in Land Acquisition, Restoration and Public Works. Unrestricted investment earnings decreased by $1.6 million (10.0 percent), due to a decrease in interest rates of $2.1 million (19.8 percent) offset by an increase of unrealized gain of $.5 million (11.0 percent). Charges for services and Gain on sales of capital assets had a combined decrease of $.4 million (10.0 percent)

Total expenses increased by $3.6 million (2.5 percent) from the previous year. This is mainly the result of an increase in Land Acquisition, Restoration & Public Works of $5.1 million (8.0 percent) primarily due to increases in the following projects: N823-Peace River Manasota Regional Water Supply

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Management's Discussion and Analysis
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Authority Integrated Loop System Phase 3B for $6.0 million; N780-City of Punta Gorda Brackish Wellfield Investigation for $3.4 million; and N773-City of Tampa Cypress Street Outfall Regional Stormwater Improvements for $4.4 million; offset by a decrease in N730-City of St. Petersburg 8th Avenue South at 44th Street South and Vicinity Storm Drainage Improvements for $3.5 million; N696-Hernando County U.S. Route 19 Reclaimed Water Transmission Project for $2.9 million; H089-Flatford Swamp Aquifer Recharge for $1.2 million and the completion of three Facilitating Agricultural Resource Management Systems (FARMS) projects for a decrease in expenditures of $1.1 million.

Regulation expenditures decreased by $1.4 million (6.9 percent) from the prior year primarily due to decreases in the following projects and activities: M001-Environmental Resource Permitting for $0.2 million; P414-Technical Assistance for Agricultural Ground and Surface Water Management for $0.2 million; P443-Regulatory Automatic Meter Reading for $0.5 million; 4051-Support and Maintenance on District Network Server for $0.3 million; and 4495-Support and Maintenance on District Network Infrastructure for $0.2 million.

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Management's Discussion and Analysis
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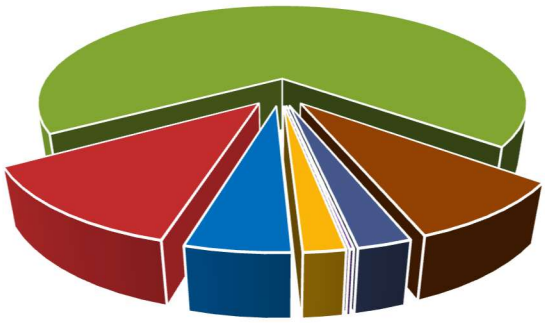
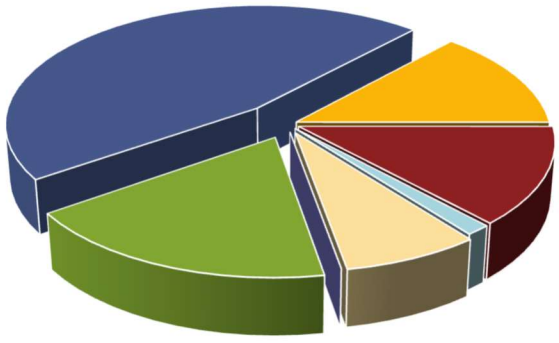
Fiscal Year 2019-20 Revenues by Source – Governmental Activities

- Charges for Services 2.0%
- Operating Grants and Contributions 5.0%
- Capital Grants and Contributions 12.0%
- Ad Valorem Property Taxes 69.6%
- Unrestricted Investment Earnings 8.6%
- Gain on Sale of Capital Assets 2.6%
- Other 0.2%



Fiscal Year 2019-20 Expenses by Program – Governmental Activities

- Water Resource Planning & Monitoring 18.0%
- Land Acquisition, Restoration & Public Works 46.5%
- Operation & Maintenance of Works & Lands 13.3%
- Regulation 13.1%
- Outreach 1.4%
- Management & Administration 7.7%
- Interest Less Than 0.1%



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Financial Analysis of the Government's Funds

As noted earlier, the District uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds. The focus of the District's governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the District's funding requirements. In particular, unassigned fund balance may serve as a useful measure of the District's net resources available for discretionary use as they represent the portion of fund balance which has not yet been limited to use for a particular purpose by either an external party, the District itself, or a group or individual that has been delegated authority to assign resources for use for particular purposes by the District's Governing Board.

At September 30, 2020, the District's governmental funds reported combined fund balances of $437.6 million, an increase of $8.6 million in comparison with fiscal year 2018-19. Unassigned fund balance of $28.2 million represents 6.4 percent of the entire fund balance, which is available for spending at the government's discretion. The remainder of the fund balance is either nonspendable, restricted, committed or assigned to indicate that it is: 1) not in spendable form ($1.4 million), 2) restricted where constraints are placed on the use of resources ($28.8 million), 3) committed for particular purposes ($126.2 million), or 4) assigned for particular purposes ($253.0 million).

The general fund is the chief operating fund of the District. At the end of fiscal year 2019-20, unassigned fund balance of the general fund was $28.2 million, while the total fund balance increased to $411.3 million. As a measure of the general fund's liquidity, it may be useful to compare both the unassigned fund balance and the total fund balance to total general fund expenditures. Unassigned fund balance represents 20.0 percent of the total general fund expenditures, while total general fund balance represents 291.8 percent of that same amount.

The fund balance of the general fund increased $1.6 million from the previous fiscal year. The increase is attributable to an increase in revenues of $1.7 million. While ad valorem property tax revenue, interest on invested funds, license and permit fees, and other revenue decreased by $1.0 million, $1.2 million $.06 million, and $0.3 million respectively, intergovernmental revenues increased by $4.3 million. The increase in intergovernmental revenues was primarily due to the invoicing of a $4.0 million invoice to the Florida Department of Environmental Protection for a Springs Initiative contract.

This was offset by an increase in expenditures of Land Acquisition, Restoration and Public Works and Water Resources Planning and Monitoring by $6.4 million primarily due to the following:

- N823-Peace River Manasota Regional Water Supply Authority Integrated Loop System Phase 3B for $6.0 million
- N780-City of Punta Gorda Brackish Wellfield Investigation for $3.4 million
- N773-City of Tampa-Cypress Street Outfall Regional Stormwater Improvements for $4.4 million
- C007-Aquifer Exploration and Monitoring Well Drilling Program for $0.6 million
- B089-District-wide Aerial Orthophoto Mapping for $0.7 million

Offset by decreases in expenditures of $8.7 million primarily due to the following:

- N730-City of St. Petersburg 8th Avenue South at 44th Street South and Vicinity Storm Drainage Improvements for $3.5 million
- N696-Hernando County U.S. Route 19 Reclaimed Water Transmission Project for $2.9 million
- H089-Flatford Swamp Aquifer Recharge for $1.2 million
- H757, H761, and H777-FARMS projects for a combined total of $1.1 million

Expenditures decreased in Operation and Maintenance of Works and Lands by $1.3 million primarily due to the following:

- S099-Land Management and Use for $0.6 million
- B077-Peace Creek Canal Debris Management $0.7 million

Regulation, Outreach, Management & Administration, and Debt Service totaled a decrease in expenditures of $0.9 million.

While the increases in expenditures were greater than the increases in revenue by $2.5 million, total expenditures were only greater than total revenues by $1.0 million. This coupled with other financing sources of $2.6 million brought the District to an increase fund balance of $1.6 million. Other financing sources were primarily due to the release of two conservation easements for $1.7 million and sales of other capital assets in the amount of $0.6 million.

The fund balance of the Florida Forever capital projects fund increased $175,316. This is mostly attributable to an increase in inter-governmental revenues of $450,897, which is due to funds received from the Florida Forever Trust Fund. The funds were used for the purchase of a parcel of land, offset by an increase in Acquisition, Restoration, and Public Works expenditures of $457,477 attributed to the increase of expenditures for the SZ27-Lake Panasoffkee project. While the increase in expenditures was more than the increase in revenues, revenues still were greater than expenditures by $115,805. That coupled with the sale of capital assets in the amount of $59,511 brought us to the increase in fund balance of $175,316.

The fund balance of the Capital Projects fund increased $6.8 million mostly due to the sale of the District's previous Sarasota Service Office for $4.7 million and an increase of $3.6 million in ad valorem property tax revenue. The increases were offset by an increase in Land Acquisition, Restoration, and Public Works expenditures of $1.5 million attributed to renovations on the current District's current Sarasota Service Office.

General Fund Budgetary Highlights

The District's general fund budget was not amended during fiscal year 2019-20, however, budget transfers were executed between the six program areas.

In total, the general fund revenue budget was $160.5 million with actual revenues of $139.9 million, resulting in a variance of $20.6 million (12.8 percent). The variance is primarily due to a reduction in intergovernmental revenues offset by an increase in interest earnings due to the recognition of an unrealized gain on investments.

Intergovernmental revenues are recognized at the time related expenditures are incurred, if such amounts are expected to be collected within one year. For fiscal year 2019-20, the general fund intergovernmental revenues budget was $38.0 million and actual revenues were $13.6 million, resulting in a variance of $24.3 million (63.9 percent). From year to year, the budgeted amount of intergovernmental revenue compared to the recognized amount can fluctuate for various reasons; projects can be in the planning stages and have not incurred a significant number of billable expenditures, or anticipated projects may be cancelled, withdrawn, or completed under budget.

Interest on invested funds was budgeted at $11.0 million and actual revenues were $13.8 million, resulting in a variance of $2.8 million (25.5 percent). The interest earnings budget was based on a 2.33 percent expected rate of return. The District earned 1.73 percent yield on investments and recognized $8.5 million. In accordance with GASB Statement No. 31, *Accounting and Financial Reporting for Certain Investments and for External Investment Pools*, interest earnings have been

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adjusted to reflect the changes in the fair value of investments. Therefore, interest earnings have been adjusted by the unrealized gain of approximately $5.3 million, increasing interest earnings on invested funds to $13.8 million, representing 125.6 percent of the budget.

Other revenues were budgeted at $0.7 million and actual revenues were $0.9 million, resulting in a variance of $0.2 million (28.6 percent). Each year, items that fall within the “Other” revenue category are conservatively budgeted due to the uncertainty of the amounts to be collected. For example, revenues from timber sales, hog hunts, and miscellaneous recoveries can vary significantly from year to year. The variance is primarily due to the District receiving $347,363 of unanticipated revenue for enforcement item penalties and sale of fixed assets.

The District's program areas include a variety of projects and initiatives that are necessary to carry out the District's mission to preserve and protect the state's water resources (see note I.D. on page 25). The general fund budget-to-actual expenditure variances are primarily due to encumbrances that exist at year-end for projects that are often multi-year, resulting in expenditures that do not always coincide with the budget period. After removing the encumbrances from the budget-to-actual variances, the programmatic area below showed a significant variance.

The Land Acquisition, Restoration and Public Works program budget was $225.6 million and actual expenditures were $64.2 million. After adjusting for encumbrances of $138.1 million, a variance of $23.4 million (26.7 percent) remains. The variance is primarily due to projects that are cancelled, withdrawn, had scope of work changes, or were completed under budget.

These variances will not have a significant effect on future services or liquidity of the District.

Capital Asset and Debt Administration

Capital assets. The District's investment in capital assets at September 30, 2020, amounted to $856.2 million (net of accumulated depreciation) a decrease from prior year of $17.5 million (2.1 percent). This investment in capital assets includes land, land interests, land acquisitions in progress, buildings, machinery and equipment, infrastructure, construction in progress, software, and other capital assets.

Major capital asset events during the current fiscal year include the following:

- The District received 4,128 acres of donated land interest-conservation easements valued at $19.0 million.
- The sale of the District’s previous Sarasota Service Office building for $4.7 million.
- Eight well sites were completed in fiscal year 2019-2020.
- The following construction in progress projects had increased expenditures in fiscal year 2019-2020:
  E-Permitting Modernization
  Rock Ridge Romp #88 Wellsite
  Northeast Polk Romp #88.5 Wellsite

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Management's Discussion and Analysis
(unaudited)

Southwest Florida Water Management District's Capital Assets (net of depreciation)

	2020	2019
Land	$ 606,156,346	$ 605,397,090
Land Interests (less-than-fee)	141,046,892	121,703,575
Land Acquisition in Progress	181,126	185,621
Construction in Progress	4,442,013	1,961,722
Buildings	15,718,021	17,780,009
Machinery and Equipment	6,333,350	6,627,000
Infrastructure	81,622,299	84,331,077
Software	612,921	622,625
Other Capital Assets	64,485	41,601
Total Capital Assets	$ 856,177,453	$ 838,650,320

Additional information on the District's capital assets can be found in note I.E.3. on page 26 and note IV.D. on page 41.

Long-term Debt Administration. At September 30, 2020, the District had $373,406 of capital lease obligations outstanding and obligations from financed purchases in the amount of $735,551. The remainder of the District's long-term obligations is comprised of net pension liabilities, compensated absences, OPEB, and claims.

Additional information on the District's long-term obligations can be found in note IV.F. on page 43.

Southwest Florida Water Management District Outstanding Debt

	2020	2019
Capital Leases With No Transfer Of Ownership	$ 373,406	$ 94,740
Leased Financed Purchases	735,551	930,453
	$ 1,108,957	$ 1,025,193

In fiscal year 2019-20, the District entered into a lease agreement as lessee for the acquisition of print shop equipment valued at $368,662. The present value of the future minimum lease payable balance at September 30, 2020 is $363,624. The balance of debt remaining on leased financed purchases is $735,551. The new capital lease offset by the paydown of principal of all leases is the reason for the increase in lease obligations of $83,764 (8.2 percent).

Economic Factors and Next Year's Budget and Millage Rate

The U.S. economy contracted by roughly 3.5 percent in 2020, with the COVID-19 pandemic dramatically impacting overall consumption and disrupting the labor market. Public health orders shut down many sectors of the economy, hitting the hospitality industry particularly hard. For all of 2020, over 9 million jobs were lost with the unemployment rate at 6.7 percent by year end. With continued vaccine development and distribution, there is hope the economy can regain its footing in 2021. Over $3.0 trillion of stimulus was passed by Congress assisting families, small businesses and health care providers as the economy ground to a halt to restrict the spread of the virus. (Bloomberg, www.Bloomberg.com).

Attachment: SWFWMD - FY 2020 Comprehensive Annual Financial Report (12859 : SWFWMD Comprehensive Annual Financial Report FY 2020)

Management's Discussion and Analysis
(unaudited)

In March of 2020, the Federal Reserve cut its target rate by 1.75 percent, effectively brining the overnight lending rates to zero. In addition, the Federal Reserve's balance sheet was dramatically expanded through asset purchases that provided liquidity to the market and stabilized financial conditions. Treasury yields and credit spreads rapidly followed suit, with historically low interest rates and tight credit spreads setting in throughout the remainder of the year. The Federal Reserve will likely remain committed to this highly accommodative policy until the economy reaches full employment and inflation moderately exceeds 2 percent for some time. The market anticipates the first rate hike from the Federal Reserve to occur sometime around the end of 2023. (Bloomberg, www.Bloomberg.com).

The District's primary source of funding is ad valorem property taxes. The fiscal year 2020-21 budget of $116.0 million in ad valorem property taxes represents 96 percent of the taxes to be levied on taxable property values as certified by the District's 16 counties, which is based on historical collections. This represents an increase of approximately $2.8 million compared to fiscal year 2019-20.

On September 22, 2020, the District's Governing Board adopted a final millage, the rolled-back rate of 0.2669 mill, resulting in a reduction of 4.7 percent below the rate levied for fiscal year 2019-20. This will save taxpayers approximately $6.0 million.

The adopted budget for fiscal year 2020-21 is $183.5 million, compared to $202.7 million for fiscal year 2019-20. The operating portion of the fiscal year 2020-21 budget is $80.1 million. Holding operating expenditures low at 69 percent of ad valorem revenue for fiscal year 2020-21 provides the District with the funding capacity to sustain a significant investment in Cooperative Funding Initiative (CFI) and District projects where the dollars are leveraged to the benefit of the environment. The District continues to look for opportunities to improve efficiencies and further streamline processes while improving the services provided to the public.

The District's fiscal resources, supplemented with project reserves, can adequately maintain a healthy investment in the water resources and economy over the next five years. It is anticipated that as the economy continues to grow, the requests for cooperative funding and other District projects will outpace the current ad valorem revenue available to the District. Project reserves will be allocated through the budget development process to fund these projects until ad valorem revenue increases through normal growth, allowing the District to continue to operate on a pay-as-you-go basis.

Requests for Information

This financial report is designed to provide a general overview of the District's finances. Questions concerning any of the information should be addressed to the Finance Bureau Chief at Southwest Florida Water Management District, 2379 Broad Street, Brooksville, Florida, 34604-6899; or by calling (352) 796-7211, extension 4121; or by email to Melisa.Lowe@swfwmd.state.fl.us.

Attachment: SWFWMD - FY 2020 Comprehensive Annual Financial Report (12859 : SWFWMD Comprehensive Annual Financial Report FY 2020)

Basic Financial Statements

The Basic Financial Statements include both the Government-wide Financial Statements and Governmental Fund Financial Statements.

The Government-wide Financial Statements consist of a statement of net position and a statement of activities which report information about the District as a whole using the economic resources measurement focus and the accrual basis of accounting.

The Governmental Fund Financial Statements report additional detailed information about the District's governmental funds using the current financial resources measurement focus and the modified accrual basis of accounting.

Attachment: SWFWMD - FY 2020 Comprehensive Annual Financial Report (12859 : SWFWMD Comprehensive Annual Financial Report FY 2020)

Southwest Florida Water Management District
Statement of Net Position
September 30, 2020

	Governmental Activities
ASSETS	
Cash and Investments	$ 436,321,566
Receivables	7,725,026
Deposits	760,000
Inventories	18,398
Prepaids	639,457
Other Assets	153,301
Restricted Assets:	
Cash and Investments	51,024,919
Intergovernmental Receivable	112,601
Long Term-Receivables	1,229,631
Capital Assets Not Being Depreciated:	
Land	606,156,346
Land Interests	141,046,892
Land Acquisition in Progress	181,126
Construction in Progress	4,442,013
Capital Assets (Net of Accumulated Depreciation):	
Buildings	15,718,021
Machinery and Equipment	6,333,350
Infrastructure	81,622,299
Software	612,921
Other Capital Assets	64,485
Total Assets	1,354,162,352
DEFERRED OUTFLOWS OF RESOURCES	
OPEB	748,949
Pension	11,953,674
Total Deferred Outflows of Resources	12,702,623
LIABILITIES	
Accounts and Contracts Payable	33,231,675
Payroll and Related Costs	2,451,274
Contracts Payable-Retainage	532,173
Due To Other Governments	41,297
Unearned Revenue	368,573
Liabilities Payable from Restricted Assets:	
Accounts and Contracts Payable	7,031,809
Payroll and Related Costs	614
Contracts Payable-Retainage	15,379
Unearned Revenue	15,266,780
Interest Payable	403
Non-Current Liabilities:	
Due Within One Year	1,541,395
Due in More Than One Year	57,075,855
Total Liabilities	117,557,227
DEFERRED INFLOWS OF RESOURCES	
OPEB	779,997
Pension	2,051,596
Total Deferred Inflows of Resources	2,831,593
NET POSITION	
Net Investment in Capital Assets	855,068,497
Restricted for:	
Watershed Basins	14,040,957
Land Acquisition	14,778,137
Unrestricted	362,588,564
Total Net Position	$ 1,246,476,155

The notes to the financial statements are an integral part of this statement.

Attachment: SWFWMD - FY 2020 Comprehensive Annual Financial Report (12859 : SWFWMD Comprehensive Annual Financial Report FY 2020)

Southwest Florida Water Management District
Statement of Activities
For the Year Ended September 30, 2020

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Net (Expense) Revenue and Changes in Net Assets: Total Governmental Activities
Primary government:					
Governmental Activities:					
Water Resource Planning and Monitoring	$ 26,670,170	$ -	$ 1,556,833	$ -	$ (25,113,337)
Land Acquisition, Restoration and Public Works	68,607,233	434,334	3,703,818	19,648,754	(44,820,327)
Operation and Maintenance of Works and Lands	19,737,875	720,416	2,689,686	-	(16,327,773)
Regulation	19,345,097	2,074,259	50,667	-	(17,220,171)
Outreach	2,123,905	-	-	-	(2,123,905)
Management and Administration	11,431,719	5,521	169,073	-	(11,257,125)
Interest					
Water Resource Planning and Monitoring	800	-	-	-	(800)
Land Acquisition, Restoration and Public Works	182	-	-	-	(182)
Operation and Maintenance of Works and Lands	18,001	-	-	-	(18,001)
Regulation	1,054	-	-	-	(1,054)
Management and Administration	28,462	-	-	-	(28,462)
Total Governmental Activities	$ 147,964,498	$ 3,234,530	$ 8,170,077	$ 19,648,754	(116,911,137)
General Revenues:					
Ad Valorem Property Taxes					113,824,170
Unrestricted Investment Earnings					14,114,612
Gain on Sale of Capital Assets					4,219,008
Other					281,024
Total General Revenues					132,438,814
Change in Net Position					15,527,677
Net Position - Beginning					1,230,947,753
Prior Period Adjustment - (see note V.D.1, page 50)					725
Net Position - Beginning - Restated (see note V.D.1, page 50)					1,230,948,478
Net Position - Ending					$ 1,246,476,155

The notes to the financial statements are an integral part of this statement.

Attachment: SWFWMD - FY 2020 Comprehensive Annual Financial Report (12859 : SWFWMD

Southwest Florida Water Management District
Balance Sheet
Governmental Funds
September 30, 2020

	General Fund	DOT Mitigation	Florida Forever	Capital Projects	Total Governmental Funds
ASSETS					
Cash and Investments	$ 447,285,482	$ 13,609,898	$ 12,251,094	$ 14,200,011	$ 487,346,485
Due From Other Governments	7,267,828	-	-	-	7,267,828
Interest Receivable	1,799,430	-	-	-	1,799,430
Deposits	760,000	-	-	-	760,000
Inventories	18,398	-	-	-	18,398
Prepaids	639,457	-	-	-	639,457
Other Assets	153,301	-	-	-	153,301
Total Assets	457,923,896	13,609,898	12,251,094	14,200,011	497,984,899
LIABILITIES					
Accounts and Contracts Payable	39,952,462	155,362	11,482	144,581	40,263,887
Payroll and Related Costs	2,451,274	614	-	-	2,451,888
Contracts Payable-Retainage	544,879	-	-	2,673	547,552
Due To Other Governments	41,297	-	-	-	41,297
Unearned Revenue	2,181,431	13,453,922	-	-	15,635,353
Total Liabilities	45,171,343	13,609,898	11,482	147,254	58,939,977
DEFERRED INFLOWS OF RESOURCES					
Unavailable Revenue-Property Taxes	249,768	-	-	-	249,768
Unavailable Revenue-Intergovernmental Revenue	1,229,631	-	-	-	1,229,631
Total Deferred Inflows of Resources	1,479,399	-	-	-	1,479,399
FUND BALANCES					
Nonspendable	1,417,855	-	-	-	1,417,855
Restricted	17,557,172	-	11,273,404	-	28,830,576
Committed	126,141,039	-	-	-	126,141,039
Assigned	237,947,389	-	966,208	14,052,757	252,966,354
Unassigned	28,209,699	-	-	-	28,209,699
Total Fund Balances	411,273,154	-	12,239,612	14,052,757	437,565,523
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	$ 457,923,896	$ 13,609,898	$ 12,251,094	$ 14,200,011	

Amounts reported for governmental activities in the statement of net position (page 17) different because:	
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.	856,177,453
Deferred outflows are applicable to future periods and, therefore, are not reported in the funds.	12,702,623
Deferred inflows are applicable to future periods and, therefore, are not reported in the funds.	(2,831,593)
Delinquent taxes are not available to pay for current period expenditures and, therefore, are reported as deferred inflows of resources in the funds.	249,768
Earned but unavailable intergovernmental revenues should be recognized in the statement of activities regardless of whether they are available.	1,229,631
Long-term liabilities are not due and payable in the current period and, therefore, are not reported in the funds.	(58,617,250)
Net position of governmental activities	$ 1,246,476,155

The notes to the financial statements are an integral part of this statement.

Attachment: SWFWMD - FY 2020 Comprehensive Annual Financial Report (12859 : SWFWMD Comprehensive Annual Financial Report FY 2020)

Southwest Florida Water Management District
Statement of Revenues, Expenditures, and Changes in Fund Balances
Governmental Funds
For the Year Ended September 30, 2020

	General Fund	DOT Mitigation	Florida Forever	Capital Projects	Total Governmental Funds
REVENUES					
Ad Valorem Property Taxes	$ 109,481,287	$ -	$ -	$ 4,319,226	$ 113,800,513
Intergovernmental Revenues	13,639,576	377,778	622,734	-	14,640,088
Interest on Invested Funds	13,817,337	153,889	143,386	-	14,114,612
License and Permit Fees	2,041,996	-	-	-	2,041,996
Other	917,500	-	-	-	917,500
Total Revenues	139,897,696	531,667	766,120	4,319,226	145,514,709
EXPENDITURES					
Current:					
Water Resource Planning and Monitoring	27,086,035	-	-	-	27,086,035
Land Acquisition, Restoration and Public Works	64,170,915	531,667	650,315	1,976,427	67,329,324
Operation and Maintenance of Works and Lands	17,486,517	-	-	60,472	17,546,989
Regulation	18,908,111	-	-	-	18,908,111
Outreach	2,005,354	-	-	-	2,005,354
Management and Administration	10,953,551	-	-	-	10,953,551
Debt Service:					
Principal					
Water Resource Planning and Monitoring	12,260	-	-	-	12,260
Land Acquisition, Restoration and Public Works	2,787	-	-	-	2,787
Operation and Maintenance of Works and Lands	86,954	-	-	-	86,954
Regulation	16,160	-	-	-	16,160
Management and Administration	147,253	-	-	-	147,253
Interest					
Water Resource Planning and Monitoring	800	-	-	-	800
Land Acquisition, Restoration and Public Works	182	-	-	-	182
Operation and Maintenance of Works and Lands	18,001	-	-	-	18,001
Regulation	1,054	-	-	-	1,054
Management and Administration	28,462	-	-	-	28,462
Total Expenditures	140,924,396	531,667	650,315	2,036,899	144,143,277
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,026,700)	-	115,805	2,282,327	1,371,432
OTHER FINANCING SOURCES (USES)					
Proceeds from Sale of Capital Assets	2,277,554	-	59,511	4,485,877	6,822,942
Issuance of Lease Debt	368,662	-	-	-	368,662
Total Other Financing Sources (Uses)	2,646,216	-	59,511	4,485,877	7,191,604
Net Change in Fund Balances	1,619,516	-	175,316	6,768,204	8,563,036
Fund Balances - Beginning	409,653,638	-	12,064,296	7,284,553	429,002,487
Fund Balances - Ending	$ 411,273,154	$ -	$ 12,239,612	$ 14,052,757	$ 437,565,523

Amounts reported for governmental activities in the statement of activities (page 18) are different because:

Net change in fund balances - total governmental funds	$ 8,563,036
Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of these assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which capital outlay exceeds depreciation expense in the current period.	1,391,714
The net effect of various miscellaneous transactions involving capital assets (i.e., sales, trade-ins, donations and adjustments) resulted in an increase to net position.	16,135,419
Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds. The net effect of transactions (i.e. delinquent taxes, intergovernmental revenue) resulted in a net decrease to net position.	(5,267,562)
The borrowing of resources associated with leases provides current financial resources to governmental funds, while the repayment of the principal of the long-term borrowing consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net assets. This amount is the net effect of these differences associated with the long-term borrowing.	(83,764)
Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.	(5,211,166)
Change in net position of governmental activities	$ 15,527,677

The notes to the financial statements are an integral part of this statement.

Attachment: SWFWMD - FY 2020 Comprehensive Annual Financial Report (12859 : SWFWMD Comprehensive Annual Financial Report FY 2020)

Southwest Florida Water Management District
Statement of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual
General Fund
For the Year Ended September 30, 2020

	Budgeted Amounts		Actual Amounts	Variance with Final Budget
	Original	Final		
REVENUES				
Ad Valorem Property Taxes	$ 108,834,487	$ 108,834,487	$ 109,481,287	$ 646,800
Intergovernmental Revenues	21,115,518	37,956,157	13,639,576	(24,316,581)
Interest on Invested Funds	11,000,000	11,000,000	13,817,337	2,817,337
License and Permit Fees	2,029,700	2,029,700	2,041,996	12,296
Other	690,250	690,250	917,500	227,250
Total Revenues	143,669,955	160,510,594	139,897,696	(20,612,898)
EXPENDITURES				
Current:				
Water Resource Planning and Monitoring	34,104,041	47,241,392	27,086,035	20,155,357
Land Acquisition, Restoration and Public Works	91,071,078	225,639,117	64,170,915	161,468,202
Operation and Maintenance of Works and Lands	20,613,420	24,522,081	17,486,517	7,035,564
Regulation	19,381,853	21,776,312	18,908,111	2,868,201
Outreach	2,218,061	3,076,282	2,005,354	1,070,928
Management and Administration	11,532,864	12,562,499	10,953,551	1,608,948
Debt Service:				
Principal				
Water Resource Planning and Monitoring	-	-	12,260	(12,260)
Land Acquisition, Restoration and Public Works	-	-	2,787	(2,787)
Operation and Maintenance of Works and Lands	-	-	86,954	(86,954)
Regulation	-	-	16,160	(16,160)
Management and Administration	-	-	147,253	(147,253)
Interest				
Water Resource Planning and Monitoring	-	-	800	(800)
Land Acquisition, Restoration and Public Works	-	-	182	(182)
Operation and Maintenance of Works and Lands	-	-	18,001	(18,001)
Regulation	-	-	1,054	(1,054)
Management and Administration	-	-	28,462	(28,462)
Total Expenditures	178,921,317	334,817,683	140,924,396	193,893,287
Excess (Deficiency) of Revenues Over (Under) Expenditures	(35,251,362)	(174,307,089)	(1,026,700)	173,280,389
OTHER FINANCING SOURCES (USES)				
Proceeds from Sale of Capital Assets	-	-	2,277,554	2,277,554
Issuance of Lease Debt	-	-	368,662	368,662
Total Other Financing Sources (Uses)	-	-	2,646,216	2,646,216
Net Change in Fund Balance	(35,251,362)	(174,307,089)	1,619,516	175,926,605
Fund Balance - Beginning	35,251,362	174,307,089	409,653,638	235,346,549
Fund Balance - Ending	$ -	$ -	$ 411,273,154	$ 411,273,154

The notes to the financial statements are an integral part of this statement.

Attachment: SWFWMD - FY 2020 Comprehensive Annual Financial Report (12859 : SWFWMD Comprehensive Annual Financial Report FY 2020)

Southwest Florida Water Management District
Statement of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual
DOT Mitigation Special Revenue Fund
For the Year Ended September 30, 2020

	Budgeted Amounts		Actual	Variance with
	Original	Final	Amounts	Final Budget
REVENUES				
Intergovernmental Revenues	$ 2,823,285	$ 3,610,662	$ 377,778	$ (3,232,884)
Interest on Invested Funds	-	-	153,889	153,889
Total Revenues	2,823,285	3,610,662	531,667	(3,078,995)
EXPENDITURES				
Current:				
Land Acquisition, Restoration and Public Works	2,823,285	3,610,662	531,667	3,078,995
Total Expenditures	2,823,285	3,610,662	531,667	3,078,995
Excess (Deficiency) of Revenues Over (Under) Expenditures	-	-	-	-
Fund Balance - Beginning	-	-	-	-
Fund Balance - Ending	$ -	$ -	$ -	$ -

The notes to the financial statements are an integral part of this statement.

Attachment: SWFWMD - FY 2020 Comprehensive Annual Financial Report (12859 : SWFWMD Comprehensive Annual Financial Report FY 2020)

Notes to the Financial Statements

The notes to the financial statements contain a summary of significant accounting policies and other notes considered necessary for a clear understanding of the financial statements.

Attachment: SWFWMD - FY 2020 Comprehensive Annual Financial Report (12859 : SWFWMD Comprehensive Annual Financial Report FY 2020)

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Notes to the Financial Statements
September 30, 2020

Description

The Southwest Florida Water Management District (District) is one of five regional water management districts charged by Chapter 373 of the Florida Statutes to preserve and protect the state's water resources. The District covers all or parts of 16 counties along Florida's central west coast. Approximately 17 percent of the state's total land area and roughly a quarter of its population are contained within the boundaries of the District, which stretches from Levy County in the north to Charlotte County in the south and inland as far as Highlands and Polk counties.

I. Summary of Significant Accounting Policies

The financial statements of the District have been prepared in conformity with the United States Generally Accepted Accounting Principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard setting body for establishing governmental accounting and financial reporting principles. The more significant of the District's accounting policies are described below.

A. Reporting entity

The District is an independent special district of the State of Florida and is governed by a 13-member board, which is appointed by the Governor of Florida and confirmed by the Florida Senate. As required by GAAP, these financial statements include all operations for which the District is financially accountable. The District is a component unit of the State of Florida for financial reporting purposes and these financial statements will be included in the State of Florida's Comprehensive Annual Financial Report (CAFR) as a discretely presented component unit for the fiscal year ending June 30, 2021. The State of Florida's CAFR can be found at https://www.myfloridacfo.com/division/aa/reports/.

B. Government-wide and fund financial statements

The government-wide financial statements consist of a statement of net position and a statement of activities that report information about the District as a whole. The statement of net position reports all financial and capital resources of the District.

The statement of activities demonstrates the degree to which the direct expenses of a given program are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific program. Program revenues include: (1) charges to customers who purchase, use, or directly benefit from goods, services or privileges provided by a given program and (2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Ad valorem property tax revenue and other items are not reported as program revenues; instead, they are general revenues of the District.

Fund financial statements are presented to report additional and detailed information about the District. Fund financial statements accompany the government-wide financial statements and present a summary reconciliation to explain differences between the data reported in the governmental funds and the data reported for the corresponding governmental activities in the government-wide financial statements.

Attachment: SWFWMD - FY 2020 Comprehensive Annual Financial Report (12859 : SWFWMD Comprehensive Annual Financial Report FY 2020)

C. Measurement focus, basis of accounting, and financial statement presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Ad valorem property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. Expenditures are generally recorded when a liability is incurred, as under accrual accounting. However, expenditures related to compensated absences, claims and judgments are recorded only when such liabilities have matured. Acquisitions under capital leases are reported as other financing sources.

Ad valorem property taxes are recorded as revenues in the fiscal year in which the taxes are due and collected within 60 days of fiscal year-end. Intergovernmental revenues are recognized at the time related expenditures are incurred if such amounts are expected to be collected within one year. Investment earnings are recognized when earned. All other revenue items are recognized when earned and are both measurable and available.

The District reports the following major governmental funds:

1. General Fund

This fund is the District's primary operating fund. It accounts for all financial resources except those required to be accounted for in another fund. Accounted for within the general fund are the restricted funds associated with the former seven watershed basins. During fiscal year 2010-11, the District's Governing Board revoked all prior basin boundary designations and merged all basin boundaries into the boundary of the District. As a result, the seven basins no longer exist as ad valorem taxing units. The respective ending fund balances as of September 30, 2011 were transferred to the general fund as restricted fund balances at that time. These funds are legally restricted to be used for expenditures for specified purposes within the respective geographical boundary of each watershed basin.

2. DOT Mitigation Fund

This fund is a special revenue fund that accounts for revenue sources received from the State of Florida that are restricted for mitigation activities, pursuant to Section 373.4137, Florida Statutes. The state-mandated Florida Department of Transportation (FDOT) program requires that mitigation to offset the adverse wetland impacts of transportation projects be funded by the FDOT and be carried out by mitigation banks and any other mitigation options that satisfy state and federal requirements. (See note I.E.8., page 31).

3. Capital Projects Fund

This fund is a capital project fund that accounts for financial resources from the District's general fund to be used for the acquisition, construction, or renovation of major capital projects of the District's facilities and structures.

Attachment: SWFWMD - FY 2020 Comprehensive Annual Financial Report (12859 : SWFWMD Comprehensive Annual Financial Report FY 2020)

4. Florida Forever Fund

This fund is a capital project fund that accounts for financial resources received from the State of Florida for the acquisition of lands necessary for water management, water supply, and conservation of water resources under the Florida Forever land acquisition program (see note I.E.8., page 30).

D. Classification of expenditures

The District currently categorizes the revenues, expenditures, and budget data it submits to the Executive Office of the Governor, the Department of Environmental Protection, and the Legislature by six program areas. These programs, which are set forth in Section 373.536(5)(e)4., Florida Statutes, are:

1.0 Water Resource Planning and Monitoring

This program includes all water management planning, including water supply planning, development of minimum flows and minimum water levels, and other water resources planning; research, data collection, analysis, and monitoring; and technical assistance (including local and regional plan and program review).

2.0 Land Acquisition, Restoration and Public Works

This program includes the development and construction of all capital projects (except for those contained in Programs 1.0 and 3.0), including water resource development projects, water supply development assistance, water control projects, support and administrative facilities construction, cooperative projects, land acquisition, and the restoration of lands and water bodies.

3.0 Operation and Maintenance of Works and Lands

This program includes all operation and maintenance of facilities, flood control and water supply structures, lands, and other works authorized by Chapter 373, Florida Statutes.

4.0 Regulation

This program includes water use permitting, water well construction permitting, water well contractor licensing, environmental resource and surface water management permitting, permit administration and enforcement, and any delegated regulatory program.

5.0 Outreach

This program includes all environmental education activities such as water conservation campaigns and water resources education, public information activities, all lobbying activities relating to local, regional, state and federal governmental affairs, and all public relations activities including public service announcements and advertising in the media.

6.0 Management and Administration

This program includes all governing board support; executive support; management information systems; and general counsel, ombudsman, human resources, finance, audit, risk management, procurement, and administrative services.

Attachment: SWFWMD - FY 2020 Comprehensive Annual Financial Report (12859 : SWFWMD Comprehensive Annual Financial Report FY 2020)

E. Assets, liabilities, deferred outflows/inflows of resources, and net position/fund balances

1. Cash and investments

Cash balances are pooled for investment purposes and recorded in the General Fund except for advanced funds that are restricted assets, which are separately invested and recorded in their respective fund. Cash includes cash-on-hand and demand deposits. Interest earned from investments is allocated to the General Fund.

Investments are stated at fair value pursuant to GASB Statement No. 31, *Accounting and Financial Reporting for Certain Investments and for External Investment Pools*, as amended by GASB Statement No. 72, *Fair Value Measurement and Application*, and GASB Statement No. 79, *Certain External Investment Pools and Pool Participants,* except for the State Board of Administration Local Government Surplus Funds Trust Fund (known as Florida Prime) which is reported at amortized cost which approximates fair value. The District has limited its investments to the following investments authorized in Section 218.415, Florida Statutes: (a) Florida PRIME; (b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency; (c) Interest-bearing time deposits or savings accounts in qualified public depositories, as defined in Section 280.02, Florida Statutes; (d) Direct obligations of the U.S. Treasury; (e) Direct obligations of federal agencies and instrumentalities and other investments as authorized by the District's Governing Board through a resolution, including mortgage-backed securities, state and/or local government taxable and/or tax-exempt debt, registered investment companies (mutual funds and money market mutual funds), repurchase agreements, bankers' acceptances, commercial paper, corporate notes and an intergovernmental investment pool.

2. Inventories and prepaid items

Inventories are valued at cost using the average cost method and consist of expendable supplies of chemicals used for treating aquatic vegetation. The costs of such inventories are recorded as expenditures when consumed rather than when purchased.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both the government-wide and fund financial statements. The cost of prepaid items is recorded as expenditures/expenses when consumed rather than when purchased.

3. Capital assets

Capital assets, both tangible and intangible, which include land, land interests, buildings, equipment, infrastructure assets (e.g., bridges, water control structures, levees, and similar items) and software, are reported only in the government-wide financial statements. Tangible capital assets are those acquired for general government purposes with an initial, individual cost equal to or more than $1,000 and an estimated useful life of more than one year. Intangible capital assets are those acquired for general government purposes with an initial, individual cost equal to or more than $5,000 and an estimated useful life of more than one year. Such assets are recorded at historical cost if purchased or constructed. Donated assets are recorded at their acquisition value at the date of the donation. The estimated value is based on the most recent appraisal documentation available. Maintenance, repairs, and minor renovations are not capitalized.

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Capital assets of the District are depreciated using the straight-line method over the following estimated useful lives:

Assets	Years
Buildings	5 - 50
Machinery & Equipment	3 - 15
Infrastructure	20 - 50
Software	3
Other	5

4. Compensated absences

District employees accrue annual and sick leave benefits based on hours worked and length of service. Annual leave is vested after one year of service. Regular employees can carry forward from one fiscal year to the next up to 360 hours of accrued annual leave but the maximum hours that will be paid upon separation in good standing is 240 hours. Employees in the administrative pay schedule may carry up to 480 hours of accrued annual leave and the maximum hours to be paid upon separation in good standing is 480 hours. Sick leave benefits do not vest until an employee has earned six years of creditable service with the District if hired on or before 9/30/12. For employees hired on or after 10/1/12 it is 10 years of creditable service upon retirement, death, resignation or separation in good standing, an employee is eligible to receive, at his/her current rate of pay, 100 percent of accrued annual leave (up to a maximum of 240 or 480 hours as per above) and 25 percent of accrued sick leave benefits (up to a maximum of 480 hours).

The accrued liability for compensated absences represents the liability for accrued annual and sick leave benefits for employees currently eligible or likely to become eligible to receive those leave benefits in the future. The District permits employees to accrue earned but unused vacation and sick leave benefits. The amount estimated to be used in subsequent fiscal years is accrued when incurred in the government-wide financial statements. A liability for these amounts is reported in the governmental funds only if they have matured, for example, because of employee resignations and retirements.

5. Pensions

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Florida Retirement System (FRS) Pension Plan and the Retiree Health Insurance Subsidy (HIS) Program and additions to/deductions from the FRS Pension Plan's and HIS Program's fiduciary net position have been determined on the same basis as they are reported by the FRS Pension Plan and HIS Program. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

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6. Deferred outflows and deferred inflows of resources

In addition to assets, the statement of net position and the balance sheet will report a separate section for deferred outflows of resources, if applicable. This separate financial statement element, deferred outflows of resources, represents a consumption of net position or fund balance that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of net position and the balance sheet will report a separate section for deferred inflows of resources, if applicable. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position or fund balance that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time.

7. Fund balances / Net position

Fund balance is reported pursuant to the provisions of GASB Statement No. 54, *Fund Balance Reporting and Governmental Fund Type Definitions*. This statement establishes criteria for classifying fund balances into specifically defined classifications and clarifies definitions for governmental fund types. Fund balance is divided into five classifications based primarily on the extent to which the District is bound to observe constraints imposed upon the use of the resources in the governmental funds.

The classifications are as follows:

Non-spendable. This classification includes amounts that cannot be spent because they are not in spendable form, or legally or contractually required to be maintained intact. The “not in spendable form” criterion includes items that are not expected to be converted to cash.

Restricted. This classification includes amounts where constraints placed on the use of resources are either externally imposed by creditors, grantors, contributors, or laws or regulations of other governments or is imposed by law through constitutional provisions or enabling legislation that identifies and describes circumstances under which a need for use of funds arise.

Committed. This classification includes amounts that can only be used for specific purposes pursuant to constraints imposed by a formal action of the District’s highest level of decision-making authority. The District Governing Board, being the District’s highest level of decision-making authority, establishes, modifies, or rescinds the commitment of funds for specific purposes through Board resolutions.

Assigned. This classification includes amounts that are constrained by the District’s intent to use the amounts for specific purposes but are neither restricted nor committed. The determination of assignment is delegated by the Governing Board to the Director of Management Services or, in the Director’s absence, the Finance Bureau Chief. Assignment of fund balance may be (a) made for a specific purpose that is narrower than the general purposes of the District itself; or (b) used to reflect the appropriation of a portion of existing unassigned fund balance to eliminate a projected deficit in the subsequent year’s budget in an amount no greater than the projected excess of expected expenditures over expected revenues.

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In accordance with the District's Fund Balance Policy, assigned fund balance shall reflect management's intended use of resources as set forth in the annual budget (and any amendments thereto). Assigned fund balance may or may not be appropriated for expenditures in the subsequent year depending on the timing of the project/reserve for which it was assigned (see note IV.H., page 45 and note V.C., page 48).

***Unassigned*.** This classification includes the residual classification for the general fund and represents fund balance that has not been restricted, committed, or assigned to specific purposes within the general fund and will be used in a subsequent year's budget.

In the fund financial statements, fund balance is reported in the five components detailed above. The District reduces restricted fund balance amounts first when both restricted and unrestricted fund balances including committed, assigned, and unassigned are available, and when expenditures are incurred for the purposes for which amounts in the restricted fund balance could be used. Regarding unrestricted fund balance, committed amounts would be reduced first, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

Net position represents the difference between assets and deferred outflows of resources, and liabilities and deferred inflow of resources and is reported in the three components of net investment in capital assets, restricted, and unrestricted.

Net investment in capital assets component of net position consists of capital assets net of accumulated depreciation reduced by the outstanding balance of debt related to the acquisition or construction of those assets.

Net position is restricted when there are limitations imposed on use either through the enabling legislation or through external restrictions by creditors, grantors, or laws or regulations of other governments. The types of restrictions the District has on its net position are:

- Restricted due to external restrictions of enabling legislation limiting the use of net position of the former seven watershed basins to be spent within the geographical boundaries of each watershed basin. The balance of the net position restricted for watershed basins on September 30, 2020 was $14,040,957.
- Restricted due to external restrictions of enabling legislation limiting the use of net position for land acquisition. The amount of restricted net position for land acquisition on September 30, 2020 was $14,778,137.

Net position unrestricted represents amounts not included in other categories, which is generally available for use, but a deficit would require future funding.

The District reduces restricted net position amounts first when restricted and unrestricted net position balances are available if the expenditures incurred are for the purposes for which amounts in the restricted fund balance meets the requirements set forth by the enabling legislation.

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8. State trust funds

Under Florida Statutes, the District is entitled to funding from the State of Florida, which is allocated and appropriated to various trust funds. These funds are released to the District for a variety of programs when eligibility requirements have been met. It is the District's policy to recognize funding received through these state trust funds as intergovernmental revenues at the time an eligible cost has been incurred.

Water Management Lands Trust Fund. This trust fund was established in 1981 pursuant to Section 373.59, Florida Statutes, and terminated in July of 2015, however, the remaining encumbered funds dedicated to surface water improvement and management were retained and will be recognized as revenue in future fiscal years. Funded primarily from a portion of the documentary stamp taxes collected by the State, the non-lapsing trust fund provided funding to the District for (1) ongoing management, maintenance, and capital improvements of lands, (2) pre-acquisition costs associated with land purchases, and (3) the Surface Water Improvement and Management (SWIM) Program. Revenues received from the trust fund are accounted for in the District's General Fund. The Florida Department of Environmental Protection (FDEP) has oversight responsibility for this trust fund.

Florida Forever Trust Fund. This trust fund was established in 1999 pursuant to Section 259.105, Florida Statutes. The Florida Forever program is the successor program to the Florida Preservation 2000 program. The trust is funded through bond proceeds and may be used for land acquisition (including less-than-fee purchases), pre-acquisition costs associated with land purchases, water resource development, storm water management, water body restoration, recreational facility construction, public access improvements, invasive plant control and related projects. Over the life of the program, the District must spend at least 50 percent of the funds on land acquisition. Revenues received from the trust fund are accounted for in the Florida Forever Fund. The FDEP has oversight responsibility for this trust fund.

Ecosystem Management and Restoration Trust Fund. This trust fund was established in 1996 pursuant to Section 403.1651, Florida Statutes, and terminated in July of 2015, however, the remaining encumbered funds were retained and will be recognized as revenue in future fiscal years. The trust fund is funded through various sources, such as documentary stamp taxes, transfers from other trust funds, general revenues, interest earnings and fines. It provides funding to the District for the detailed planning and implementation of programs for the management and restoration of ecosystems, including the SWIM Program, Facilitating Agricultural Resource Management Systems Program, and various other projects. Revenues received from the trust fund are accounted for in the District's general fund. The FDEP has oversight responsibility for this trust fund.

Water Protection and Sustainability Program Trust Fund. This trust fund was established in 2005 pursuant to Section 403.890, Florida Statutes, and is funded by excise tax proceeds. The State's Water Protection and Sustainability Program Trust Fund Program provides funds for the District Governing Board's highly effective partnership programs (i.e., Water Supply and Resource Development and Cooperative Funding Initiative) for alternative water supply development assistance, the SWIM Program and other surface water restoration activities in the District's designated priority water bodies, and the West-Central Florida Water Restoration Action Plan. Revenues received from the trust fund are accounted for in the District's general fund. The FDEP has oversight responsibility for this trust fund.

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Land Acquisition Trust Fund. This trust fund was established in 1963, pursuant to Section 375.041, Florida Statutes. The trust fund is funded through documentary excise tax as authorized by Section 28 of Article X of the Florida Constitution, with Senate Bill 2516-A requiring 33 percent of documentary stamp tax revenue being distributed into the trust fund. The trust fund provides funding for the acquisition and improvement of land, water areas, and related property interests, including conservation easements, and resources for conservation lands including wetlands, forests, and fish and wildlife habitat; wildlife management areas; lands that protect water resources and drinking water sources, including lands protecting the water quality and quantity of rivers, lakes, streams, springsheds, and lands providing recharge for groundwater and aquifer systems; beaches and shores; outdoor recreation lands, including recreational trails, parks, and urban open space; rural landscapes; working farms and ranches; historic or geologic sites; together with management, restoration of natural systems, and the enhancement of public access or recreational enjoyment of conservation lands. The FDEP has oversight responsibility for this trust fund.

State Transportation Trust Fund. This trust fund was established in 1931 pursuant to Section 206.46, Florida Statutes. The trust fund is funded through gas tax proceeds as authorized by Chapter 83-3, Laws of Florida, and such other funds which accrue to the Florida Department of Transportation (FDOT) which are not required to be maintained in separate trust funds. It provides funding to the District for mitigation activities that offset the adverse wetland impacts of transportation projects. Revenues received from the trust fund are accounted for in the District's General Fund (indirect charges) and the DOT Mitigation Fund. The FDOT has oversight responsibilities for this trust fund.

9. Use of estimates

Management of the District has made numerous estimates and assumptions relating to the reported amounts of assets, deferred outflows of resources, liabilities, and deferred inflows of resources, and the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the period. Actual results could differ from those estimates.

F. New accounting pronouncements

GASB Statement No. 87, Leases

GASB 87 was issued in June of 2017 and was to be effective for reporting periods beginning after December 15, 2019. However, due to the COVID-19 Disease the effective date was delayed to periods beginning after June 15, 2021, with earlier applications encouraged. The objective of this Statement is to better meet the information needs of financial statement users by improving accounting and financial reporting for leases by governments. This Statement increases the usefulness of governments' financial statements by requiring recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. It establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Under this Statement, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources, thereby enhancing the relevance and consistency of information about governments' leasing activities. The District is currently evaluating the effect that implementation of the new standard will have on its financial statements.

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GASB Statement No. 96, Subscription-Based Information Technology Arrangements

In May 2020, the GASB issued Statement No. 96, *Subscription-Based Information Technology Arrangements*, to be effective for fiscal years beginning after June 15, 2022, providing guidance on the accounting and financial reporting for subscription-based information technology arrangements (SBITAs) for government end users (governments). This Statement (1) defines a SBITA; (2) establishes that a SBITA results in a right-to-use subscription asset-an intangible asset-and a corresponding subscription liability; (3) provides the capitalization criteria for outlays other than subscription payments, including implementation costs of a SBITA; and (4) requires note disclosures regarding a SBITA. To the extent relevant, the standards for SBITAs are based on the standards established in Statement No. 87, *Leases*, as amended.

II. Reconciliation of Government-wide and Fund Financial Statements

A. Explanation of certain differences between the governmental funds balance sheet and the government-wide statement of net position

The governmental funds balance sheet includes reconciliation between fund balances–total governmental funds and net position of governmental activities as reported in the government-wide statement of net position.

One element of that reconciliation states that, “Deferred outflows are applicable to future periods and, therefore, are not reported in the funds.”

The details of the $12,702,623 difference are as follows:

Other Postemployment benefits (OPEB)	$	748,949
Pension-Florida Retirement System (FRS)		10,023,894
Pension-Health Insurance Subsidy (HIS)		1,929,780
Net Adjustment (to increase fund balance - total governmental funds to arrive at net position of governmental activities)	$	12,702,623

One element of that reconciliation states that, “Deferred inflows are applicable to future periods and, therefore, are not reported in the funds.”

The details of the $2,831,593 difference are as follows:

OPEB	$	779,997
Pension-FRS		602,542
Pension-HIS		1,449,054
Net Adjustment (to decrease fund balance - total governmental funds to arrive at net position of governmental activities)	$	2,831,593

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One element of that reconciliation states that, “Long-term liabilities are not due and payable in the current period and, therefore, are not reported in the funds.”

The details of the $58,617,250 difference are as follows:

Pension-FRS	$	33,330,071
Pension-HIS		12,034,546
Compensated Absences		4,878,657
OPEB		6,264,019
Claims		1,001,000
Capital Leases		373,406
Financed Purchases		735,551
Net Adjustment (to decrease fund balance - total governmental funds to arrive at net position of governmental activities)	$	58,617,250

B. Explanation of the differences between the governmental fund statement of revenues, expenditures, and changes in fund balances and the government-wide statement of activities

The governmental fund statement of revenues, expenditures, and changes in fund balances includes a reconciliation between net change in fund balances–total governmental funds and change in net position of governmental activities as reported in the government-wide statement of activities. One element of the reconciliation explains that, “governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of these assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which capital outlays exceeds depreciation expense in the current period.”

The details of this $1,391,714 difference are as follows:

Capital Outlay	$	8,180,211
Depreciation Expense		(6,788,497)
Net Adjustment (to increase net change in fund balances - total governmental funds to arrive at change in net position of governmental activities)	$	1,391,714

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Another element of that reconciliation states that, "The net effect of various miscellaneous transactions involving capital assets (i.e., sales, trade-ins, donations and adjustments) resulted in an increase to net position."

The details of this $16,135,419 difference are as follows:

Donations of capital assets increase net position in the statement of activities, but do not appear in the governmental funds because they are not financial resources.	$ 19,026,020
The statement of activities reports losses or reductions arising from the sales, trade-ins, modifications, or removal of capital assets. Conversely, Governmental funds do not report any gain or loss associated with these types of transactions.	(2,890,601)
Net Adjustment (to increase net change in fund balances - total governmental funds to arrive at change in net position of governmental activities)	$ 16,135,419

Another element of the reconciliation states that, "Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in the funds. The net effect of transactions (i.e., delinquent taxes, intergovernmental revenue) resulted in a net decrease to net position."

The details of the $5,267,562 decrease are as follows:

Delinquent Taxes (less than prior year-end)	$ (23,657)
Long-Term Receivable-Intergovernmental Revenue	4,867,009
Long-Term Receivable-Other Revenue	424,210
Net Adjustment (to decrease net change in fund balances - total governmental funds to arrive at change in net position of governmental activities)	$ 5,267,562

Another element of the reconciliation states that, "Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds."

The details of this $5,211,166 difference are as follows:

Compensated Absences	$ 530,352
Claims (medical)	67,000
Pension Liability and Related Deferred Balances-FRS	4,067,976
Pension Liability and Related Deferred Balances-HIS	199,215
Total OPEB Liability and Related Deferred Balances	346,623
Net Adjustment (to decrease net change in fund balances - total governmental funds to arrive at change in net position of governmental activities)	$ 5,211,166

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SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Notes to the Financial Statements
September 30, 2020

III. Stewardship, Compliance and Accountability

A. Budgetary information

Annual budgets are adopted on a basis consistent with GAAP using the modified accrual basis of accounting. It is mandated by state law that the budget be balanced (total appropriations are equal to total revenues). It is assumed at the time of adoption that all budget revenues will be realized, and all expenditures will be incurred. Annual appropriated budgets are adopted by the District Governing Board for all governmental funds. After the adoption of the final budget, the District Governing Board may amend its budget, pursuant to Section 373.536(4), Florida Statutes.

Appropriations that are properly encumbered at year-end are carried forward into the following fiscal year's budget. Appropriations that are not expended or encumbered lapse at year-end and return to fund balance. These balances (identified to the Governing Board as "Balance from Prior Years") are used as a resource in the subsequent fiscal year's budget to fund the District's programs, activities, and priorities.

The District maintains extensive budgetary controls to ensure compliance with legal provisions embodied in the annual appropriated budget adopted by the Governing Board. The level of budgetary control (i.e., the level at which expenditures cannot legally exceed the appropriated amount) is established at the fund level.

Management controls have been established within the District's financial system to control spending consistent with budgeted line items by bureaus, sections, activities/projects, and expenditure categories. Encumbrance accounting is used, which allows the District to reserve or encumber a portion of the budgeted appropriations for purchase orders, contracts, and other commitments for goods and services that have not yet been received. The Governing Board is provided with monthly financial reports, and the District undergoes an annual financial audit by independent auditors at the end of each fiscal year. The District also maintains a legislatively mandated Inspector General reporting functionally to the Governing Board to conduct ongoing performance and compliance audits.

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IV. Detailed Notes

A. Cash and investments

As of September 30, 2020, the District had the following cash and investments:

Investment Type	Fair Value		Weighted Average Maturity (Years)
U.S. Treasuries	$ 170,428,817		1.41
Corporate Notes	68,222,388		1.12
Federal Instrumentalities	172,306,779		2.30
Municipal Bonds	3,235,501		3.75
Commercial Paper	4,996,495		0.28
State Board of Administration Florida PRIME	52,636,606	(1)	0.13
Money Market Funds	12,587,902		liquid daily
Total Financial Fair Value of Investments	484,414,488		
Portfolio Weighted Average Maturity			1.52
Investment in Land Held for Resale	640,000		
Total Investments	485,054,488		
Demand Deposit Accounts	2,291,697	(2)	
Petty Cash	300		
Total Cash and Investments	$ 487,346,485		

(1) The District participates in the State Board of Administration's Florida PRIME, which reports investments at amortized cost. See "Investments reported at amortized cost" note.

(2) At September 30, 2020, the carrying amount of the District's cash demand deposit account was $2,291,697 and the bank balance was $2,877,467. The District actively manages its cash balance and invests excess cash daily.

1. Interest rate risk

In accordance with the District's investment policy, the exposure to declines in fair values is managed by structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations and limiting the weighted average maturity of its investment portfolio to five years or less. Of the District's investments, $21,855,984 is callable by the issuers and is subject to the risk of being called prior to maturity. For purposes of calculating the weighted average maturity in years, the callable date was used in the calculation.

2. Credit risk

In accordance with the District's investment policy, the District minimizes credit risk, the risk of loss due to the failure of the security, by limiting investments to the authorized investments in the investment policy (see note I.E.1., page 26), pre-qualifying the financial institutions, brokers/dealers, intermediaries, and advisors with which the District will do business, and diversifying the investment portfolio to protect against losses on individual securities. The State Board of Administration (SBA) Florida PRIME was rated by Standard and Poor's. The rating at September 30, 2020 was AAAm. The money market funds in which the District has invested funds were rated AAAm by Standard and Poor's (S & P) and Aaa by Moody's Investor Services. The investments in corporate notes were rated A- through AAA by S & P and A3 through Aaa by Moody's Investor Services. The investment in

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commercial paper is rated A-1 by S & P and P-1 by Moody's Investor Services. The investment in municipal bonds is rated AA+ by S & P and Aa1 by Moody's Investor Services. The investments in Government Sponsored Enterprise securities (Federal Instrumentalities) include Federal National Mortgage Association (Fannie Mae), Federal Home Loan Mortgage Corporation (Freddie Mac), Federal Farm Credit Bank (FFCB) and Federal Home Loan Bank (FHLB). These Federal Instrumentalities had long-term ratings of AA+ and Aaa, and short-term ratings of A-1+ and P-1 by S&P and Moody's, respectively.

3. Custodial credit risk – deposits

At September 30, 2020, the District's deposits were entirely covered by federal depository insurance or by collateral pledged with the State Treasurer pursuant to Chapter 280, Florida Statutes. Under this chapter, in the event of default by a participating financial institution (a qualified public depository), all participating institutions are obligated to reimburse the governmental entity for the loss.

4. Custodial credit risk – investments

Investments are subject to custodial credit risk if the securities are uninsured, not registered in the District's name, and are held by the party that either sells to or buys for the District. The District's investment policy requires that all securities be held with a third-party custodian in a separate account which is registered as an asset of the District. The custodian acts as the safe keeper of the District's investment securities. No withdrawal of securities, in whole or in part, is made from safekeeping without written authorization of designated District staff. All District securities are held in the District's name; therefore, no investments held at year-end were subject to custodial credit risk.

5. Concentration of credit risk

The District's investment policy authorizes investment allocation limits on security types, maturity and issuer limitations which may be further restricted by the Director of Management Services from time to time based on market conditions, risk, and diversification investment strategies. Of the District's total investments, more than 5 percent are in Federal Home Loan Bank (10.92 percent), Federal Home Loan Mortgage Corporation (10.79 percent), Federal Farm Credit Bank (7.52 percent), and Federal National Mortgage Association (6.34 percent).

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For the financial investments held at September 30, 2020, the District's policy had the following limitations:

Security Type	Minimum Rating Requirement	Maturity Limits	Maximum Allocation Limit	Maximum Issuer Limit
Florida PRIME	AAAm	N/A	50%	N/A
United States Government Securities	N/A	5 Years	100%	N/A
Federal Instrumentalities (United States Government Sponsored Enterprises ("GSE") which are non-full faith and credit). *	N/A	5 Years	50%	40%
State and/or Local Government Taxable and/or Tax-Exempt Debt	Single "A" category by two NRSROs**	5 Years	25%	10%
Registered Investment Companies (Money Market Mutual Funds)	AAAm	N/A	50%	25%
Commercial Paper***	Highest rating by two NRSROs**	270 Days	35%	10%
Corporate Notes***	Single "A" category by any two NRSROs**	5 Years	35%	5%

*The combined maximum amount of available funds invested in Federal Instrumentalities and mortgage-backed securities, if applicable, will not exceed fifty percent (50 percent).
**National Recognized Statistical Rating Organization (NRSRO).
***The maximum number of corporate investments will not exceed forty percent (40 percent). Therefore, the combination of Commercial Paper and Corporate Notes shall not exceed forty percent (40 percent). Corporate Notes are limited to 15 percent per industry.

6. Investments reported at amortized cost

The District has investments in the SBA Florida Prime, which maintains a stable net asset value per share. Florida PRIME is not required to register (and has not registered) with the Securities and Exchange Commission. Sections 218.40 through 218.415, Florida Statutes, and SBA Rules 19-7.002 through 19-7.016, Florida Administrative Code, promulgated pursuant to Section 218.405(4), Florida Statutes, govern the operation of Florida PRIME. As a Florida PRIME participant, the District invests in pools of investments whereby the District owns a share of the respective pool, not the underlying securities. Governmental Accounting Standards Board (GASB) Statement No. 79, which amended GASB Statement No. 31, paragraphs 11 and 16, and Statement No. 59, paragraph 5, established criteria for external investment pools to qualify for reporting investments at amortized cost, and if so, states that participants in the pool should do so as well. Florida PRIME meets the qualifications and reports the amortized cost of investments; therefore, the District's balance in Florida PRIME is reported at amortized cost. As of September 30, 2020, the District had $52,636,606 invested in the Florida PRIME.

Florida PRIME currently has no limitations or restrictions on withdrawals. As of September 30, 2020, there were no redemption fees or maximum transaction amounts, or any other requirements that serve to limit a participant's daily access to 100 percent of their account value. Section 218.409(8)(a), Florida Statutes, provides that the SBA executive director may, in good faith, on the occurrence of an event that has a material

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impact on liquidity or operations of the external investment pool, may limit contributions to or withdrawals from the external investment pool for 48 hours, and could be extended up to 15 days by trustee vote, to ensure that the SBA can invest monies entrusted to it in exercising its fiduciary responsibility. Regarding liquidity fees, Section 218.409(4), Florida Statutes provide authority for the SBA to impose penalties for early withdrawal, subject to disclosure in the enrollment materials of the amount and purpose of such fees. As of September 30, 2020, no such disclosure has been made. All Florida PRIME investment policies can be found at www.sbafla.com/prime.

7. Fair value measurement

The District categorizes its fair value within the hierarchy established by generally accepted accounting principles using the market approach. The hierarchy is based on valuation inputs used to measure the fair value of the asset. Level one inputs are quoted prices in active markets for identical assets; Level two inputs are significant other observable inputs; Level three inputs are significant unobservable inputs.

The District has the following fair value measurements as of September 30, 2020:

- U.S. treasury securities of $170,428,817 are valued using a matrix pricing technique. Matrix pricing is used to value securities based on the securities' relationship to benchmark quoted prices (Level two inputs).

- Corporate Notes of $68,222,388 are valued using a matrix pricing technique. Matrix pricing is used to value securities based on the securities' relationship to benchmark quoted prices (Level two inputs).

- Federal instrumentalities of $172,306,779 are valued using a matrix pricing technique. Matrix pricing is used to value securities based on the securities' relationship to benchmark quoted prices (Level two inputs).

- Municipal Bonds of $3,235,501 are valued using a matrix pricing technique. Matrix pricing is used to value securities based on the securities' relationship to benchmark quoted prices (Level two inputs).

- Commercial Paper of $4,996,495 are valued using a matrix pricing technique. Matrix pricing is used to value securities based on the securities' relationship to benchmark quoted prices (Level two inputs).

- Money markets of $12,587,902 are valued using the quoted market prices (Level one inputs).

- The District has $640,000 of non-financial assets in the form of land held for resale. The pricing is established by third-party appraisals (Level three inputs) and the value has not changed materially since its acquisition.

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	9/30/2020	Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Investments Measured at Fair Value				
Debt Securities				
U.S. Treasuries	$ 170,428,817	$ -	$ 170,428,817	$ -
Corporate Notes	68,222,388	-	68,222,388	-
Federal Instrumentalities	172,306,779	-	172,306,779	-
Municipal Bonds	3,235,501	-	3,235,501	-
Commercial Paper	4,996,495	-	4,996,495	-
Total Debt Securities	419,189,980	-	419,189,980	-
Money Market Funds	12,587,902	12,587,902	-	-
Land Held for Resale	640,000	-	-	640,000
Total Investments Measured at Fair Value	432,417,882	$ 12,587,902	$ 419,189,980	$ 640,000
Investments Measured at Amortized Cost				
State Board of Administration Florida PRIME	52,636,606			
Total Investments Measured at Fair Value and Amortized Cost	$ 485,054,488			

B. Property taxes

Ad valorem property taxes are computed using property values at January 1 of each year and are considered levied upon the District Governing Board's adoption of the final millage rate in September. The taxes are due November 1 and become delinquent April 1 of the following year. A four percent discount is allowed if the taxes are paid in November, with the discount declining by one percent each month thereafter. Tax certificates for the full amount of any unpaid taxes on real property and assessments must be sold no later than June 1 of each year at which time a lien attaches to the property.

C. Unearned revenue

Governmental funds delay revenue recognition in connection with resources that have been received, but not yet earned because all eligibility requirements have not been met. At the end of the current fiscal year, the various components of unearned revenue reported in the governmental funds were as follows:

	Unearned Revenue
General	
Grant drawdowns prior to meeting all eligibility requirements	$ 2,181,431
DOT Mitigation	
Fund drawdowns prior to meeting all eligibility requirements	13,453,922
Total Unearned Revenue for Governmental Funds	$ 15,635,353

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SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Notes to the Financial Statements
September 30, 2020

D. Capital assets

Capital asset activity for the year ended September 30, 2020, was as follows:

	Balance, October 1, 2019	Increases	Decreases	Reclassifications	Balance, September 30, 2020
Capital Assets, Not Being Depreciated:					
Land	$ 605,397,090	$ 1,459,125	$ (699,869)	$ -	$ 606,156,346
Land Interests	121,703,575	19,656,331	(337,054)	24,040	141,046,892
Land Acquisitions in Progress	185,621	19,545	-	(24,040)	181,126
Construction in Progress	1,961,722	2,955,188	-	(474,897)	4,442,013
Total Capital Assets, Not Being Depreciated	729,248,008	24,090,189	(1,036,923)	(474,897)	751,826,377
Capital Assets, Being Depreciated:					
Buildings	34,361,070	365,073	(2,923,055)	-	31,803,088
Machinery and Equipment	27,298,832	1,646,835	(2,803,144)	-	26,142,523
Infrastructure	168,855,047	856,181	(55,523)	391,963	170,047,668
Software	49,976,101	207,543	(9,974)	82,934	50,256,604
Other	182,999	40,410	-	-	223,409
Total Capital Assets Being Depreciated	280,674,049	3,116,042	(5,791,696)	474,897	278,473,292
Less Accumulated Depreciation for:					
Buildings	16,581,061	709,263	(1,205,257)	-	16,085,067
Machinery and Equipment	20,671,832	1,822,139	(2,684,798)	-	19,809,173
Infrastructure	84,523,970	3,939,388	(37,989)	-	88,425,369
Software	49,353,476	300,181	(9,974)	-	49,643,683
Other	141,398	17,526	-	-	158,924
Total Accumulated Depreciation	171,271,737	6,788,497	(3,938,018)	-	174,122,216
Total Capital Assets, Being Depreciated, Net	109,402,312	(3,672,455)	(1,853,678)	474,897	104,351,076
Governmental Activities Capital Assets, Net	$ 838,650,320	$ 20,417,734	$ (2,890,601)	$ -	$ 856,177,453

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Depreciation expense was charged to programs of the District as follows:

Governmental activities		
Water Resource Planning and Monitoring	$	775,009
Land Acquisition, Restoration and Public Works		3,051,007
Operation and Maintenance of Works and Lands		2,426,666
Regulation		333,433
Outreach		9,438
Management and Administration		192,944
Total Depreciation Expense - Governmental Activities	$	6,788,497

E. Leases

1. Operating leases

The District has lease commitments under various operating leases for buildings, equipment, and radio antenna tower leases, with the longest operating lease in effect until 2029. Lease expenditures for the year ended September 30, 2020, amounted to $206,445.

Future minimum lease payments for the non-cancelable operating leases with remaining terms of more than one year are as follows:

Fiscal Year Ending September 30,		Minimum Lease Payments
2021	$	199,526
2022		103,245
2023		85,477
2024		41,538
2025		32,274
2026-2030		118,337
	$	580,397

2. Capital leases

In fiscal year 2015-16, the District entered into a lease agreement as lessee for Ricoh printers valued at $238,227. The equipment has a five-year life. The lease agreement qualifies as a capital lease for accounting purposes and, therefore, has been recorded at the present value of the future minimum lease payments as of the inception date. The present value of the future minimum lease payable balance at September 30, 2020 is $9,782.

In fiscal year 2019-20, the District entered into a lease agreement as lessee for print shop equipment valued at $368,662. The equipment has a five-year life. The lease agreement qualifies as a capital lease for accounting purposes and, therefore, has been recorded at the present value of the future minimum lease payments as of the inception date. The present value of the future minimum lease payable balance at September 30, 2020 is $363,624.

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The amortization expense related to the capital leases above are included in note IV.D. on page 41. The future minimum lease obligation and the net present value of these minimum lease payments as of September 30, 2020, were as follows:

Fiscal Year Ending September 30,		Minimum Lease Payments
2021	$	99,267
2022		89,373
2023		89,373
2024		89,373
2025		81,925
Total Minimum Lease Payments		449,311
Less: Amount Representing Interest		(75,905)
Present Value of Minimum Lease Payments	$	373,406

F. Long-term obligations

Long-term liability activity for the year ended September 30, 2020, was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance	Due Within One Year
Governmental activities:					
Compensated Absences	$ 4,348,305	$ 5,354,875	$ 4,824,523	$ 4,878,657 (1)	$ 487,866
Total OPEB Liability	6,257,155	624,517	617,653	6,264,019 (1)	-
Workers' Compensation	560,000	341,290	511,290	390,000 (1)	165,618
Medical Claims	374,000	7,321,359	7,084,359	611,000 (1)	611,000
Capital Leases With No Transfer Of Ownership	94,740	368,662	89,996	373,406 (1)	72,866
Leased Financed Purchases (2)	930,453	-	194,902	735,551 (1)	204,045
Net Pension Liabilities:					
FRS	26,534,996	18,565,515	11,770,440	33,330,071 (1)	-
HIS	11,333,365	4,401,077	3,699,896	12,034,546 (1)	-
Total	$ 50,433,014	$ 36,977,295	$ 28,793,059	$ 58,617,250	$ 1,541,395

(1) The general fund has typically been used to satisfy these obligations.

(2) With the implementation of GASB 88, leases that transfer ownership of the leased asset are considered financed purchases as a form of direct borrowings debt.

G. Debt

With the implementation of GASB 88, *Certain Disclosures Related to Debt, including Direct Borrowings and Direct Placements,* the GASB differentiated between different types of leases. According to GASB 88, capital leases that do not transfer ownership of the leased asset are not considered debt for the purposes of implementing GASB 88. Leases that transfer ownership of the leased asset to the District are considered financed purchases and are a form of direct borrowing debt. The District's outstanding debt as of September 30, 2020, according to GASB

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88, in the form of financed purchases under direct borrowing debt related to governmental activities is $735,551.

In fiscal year 2018-19, the District entered into a lease agreement as lessee for financing the acquisition of five Freightliner Transport Trucks valued at $510,551. The lease agreement qualifies as a financed purchase for accounting purposes. Payments are due every six months in the amount of $48,619 including interest at an effective interest rate of 4.23 percent. The maturity date is September 2024.

In fiscal year 2018-19, the District entered into a lease agreement as lessee for financing the acquisition of Cisco leaser servers and components valued at $628,258. The lease agreement qualifies as a financed purchase for accounting purposes. Payments are due annually in the amount of $139,910 including interest at an effective interest rate of 4.98 percent. The maturity date is January 2024.

Both direct borrowings in the form of financed purchases have clauses stipulating that the leases shall terminate at the end of the then current original term or renewal term without penalty or liability if the District Governing Board does not appropriate enough funds for the next budget year to make the contract payments for the next renewal term if the non-appropriation is not from an act of omission by the District.

Upon termination or default, all payments, and other amounts payable by the District at the end of the current budget year may be declared immediately due. The District pledges to make such payments using all available revenue sources except revenues obtained from ad valorem taxes.

For more information on the District's leases, please refer to note IV.E.2., page 42.

The District has not pledged any assets as collateral for debt and does not have any outstanding lines of credit.

Debt service requirements on long-term debt, according to GASB 88, at September 30, 2020 are as follows:

	Governmental Activities Direct Borrowings	
Year Ending September 30,	Principal	Interest
2021	$ 204,045	$ 33,103
2022	213,621	23,528
2023	223,648	13,500
2024	94,237	3,000
2025	-	-
Total	$ 735,551	$ 73,131

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SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
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H. Fund balance

Fund balances for all major funds at September 30, 2020 were as follows:

	General Fund	Florida Forever	Capital Projects	Total All Funds
Nonspendable:				
Inventory	$ 18,398	$ -	$ -	$ 18,398
Deposits	760,000	-	-	760,000
Prepaids	639,457	-	-	639,457
Total Nonspendable	1,417,855	-	-	1,417,855
Restricted for:				
Alafia River Basin	407,266	-	-	407,266
Hillsborough River Basin	3,091,636	-	-	3,091,636
Coastal Rivers Basin	280,033	-	-	280,033
Pinellas-Anclote River Basin	6,144,168	-	-	6,144,168
Withlacoochee River Basin	904,094	-	-	904,094
Peace River Basin	929,401	-	-	929,401
Manasota Basin	2,284,359	-	-	2,284,359
Land Acquisition	3,516,215	11,273,404	-	14,789,619
Total Restricted	17,557,172	11,273,404	-	28,830,576
Committed to:				
Economic Stabilization Reserve	30,600,000	-	-	30,600,000
Long-term Projects Reserve	50,000,000	-	-	50,000,000
Central Florida Water Resource Development Project	42,717,630	-	-	42,717,630
Self-Funded Medical Reserve	1,700,000	-	-	1,700,000
Land Management	560,902	-	-	560,902
Land Acquisition	562,507	-	-	562,507
Total Committed	126,141,039	-	-	126,141,039
Assigned to:				
District Water Management Planning	11,776,870	-	-	11,776,870
Research, Data Collection, Analysis and Monitoring	3,997,830	-	-	3,997,830
Technical Assistance	22,198	-	-	22,198
Technology and Information Services	1,727,194	-	-	1,727,194
Land Acquisition	9,766	966,208	-	975,974
Water Source Development	119,294,237	-	-	119,294,237
Surface Water Projects	72,033,887	-	-	72,033,887
Facilities Construction and Major Renovations	-	-	7,537,329	7,537,329
Land Management & Use	550,853	-	-	550,853
Works	3,291,415	-	5,534,528	8,825,943
Facilities	99,036	-	-	99,036
Invasive Plant Control	11,560	-	-	11,560
Other Operation and Maintenance Activities	20,187	-	-	20,187
Fleet Services	558,224	-	-	558,224
Consumptive Use Permitting	340,925	-	-	340,925
Water Well Construction, Permitting and Contractor Licenses	8,555	-	-	8,555
Environmental Resource and Surface Water Permitting	434,175	-	-	434,175
Regulatory and Enforcement Activities	158,483	-	-	158,483
Water Resource Education	572,725	-	-	572,725
Public Information	17,649	-	-	17,649
Administrative and Operations Support	701,685	-	-	701,685
Workers' Compensation Reserve	390,000	-	-	390,000
Self-Funded Medical Reserve	732,122	-	-	732,122
Subsequent Years Budget	21,197,813	-	980,900	22,178,713
Total Assigned	237,947,389	966,208	14,052,757	252,966,354
Unassigned:	28,209,699	-	-	28,209,699
Total Fund Balances	$ 411,273,154	$ 12,239,612	$ 14,052,757	$ 437,565,523

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Through a Governing Board resolution that identifies and describes a circumstance under which a need for use of funds arises, the District established an Economic Stabilization Fund from the committed general fund balance to maintain enough working capital for a two-month period. The amount of the reserve is established annually through the resolution to adopt the final budget for the next fiscal year and will fluctuate (increase/decrease) based on the amount of funds needed to maintain enough working capital for a two-month period. For September 30, 2020, the amount has been reset to $30.6 million. The reserve is to provide enough funds for circumstances that are not expected to occur routinely and ensure the District's continued orderly operational and financial stability. The District's Governing Board would have to approve the use of the Economic Stabilization Fund and the District's budget would be amended for any of the following specific reasons: when the President of the United States or the Governor of Florida declares an emergency by executive order and the District's funds are not sufficient to continue operations for no less than a two month period; or when the Governing Board determines through adoption of a resolution that damages and/or losses have directly impacted the citizens and/or the environment within District boundaries, including structural emergencies for which remedial action cannot wait until the next fiscal year; or when projected ad valorem tax collections are two percent less than 96 percent of the taxable property values as certified by the District's 16 counties multiplied by the Governing Board approved millage rate. Projections are based on historical collections (e.g., due to refunds of prior year tax collections resulting from successful challenges of property assessments, the District is unable to sell sufficient tax certificates for unpaid property taxes).

V. Other Information

A. Risk management

The District is exposed to various risks of loss related to tort; theft of damage to and destruction of assets; errors and omissions; injuries to employees; and natural or manmade disasters. The District purchases commercial insurance coverage for all liabilities except workers' compensation and health insurance.

The District has a self-insurance program for its workers' compensation exposure, with excess coverage purchased for claims more than $500,000 per occurrence. During the year ended September 30, 2020, there were no significant reductions in insurance coverage for the workers' compensation plan from the prior year. In addition, no claims settlement has exceeded the insurance coverage amounts for the past three fiscal years. Current expenditures related to the workers' compensation self-insurance program are accounted for in the District's General Fund.

The District moved to a self-insurance program for health benefits as of January 1, 2016. To mitigate this risk, the District purchased Stop Loss insurance that will cover higher-than-anticipated claims. In addition, no claims settlement has exceeded the insurance coverage amounts for the past three fiscal years. Current expenditures related to the health benefits self-insurance program are accounted for in the District's General Fund.

Liabilities of the District for both programs are reported when it is probable that a loss occurred, and the amount of the loss can be reasonably estimated. Liabilities include estimates of prior and current year existing claims and incurred but not reported claims (IBNR). The claims liabilities are based on an independent actuarial determination and are presented on a net undiscounted basis.

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The estimated claims liabilities by risk category at September 30, 2020 are as follows:

	Year ended 9/30/2020	Amounts Due Within One Year
Workers' Compensation	$ 390,000	$ 165,618
Medical Claims	611,000	611,000
Claims Liabilities, End of Fiscal Year	$ 1,001,000	$ 776,618

	Workers Compensation	Medical Claims
Liability - September 30, 2018	$ 560,000	$ 277,000
Claims incurred	102,782	8,115,273
Claims payments	(102,782)	(8,018,273)
Liability - September 30, 2019	$ 560,000	$ 374,000
Claims incurred	341,290	7,321,359
Claims payments	(341,290)	(7,084,359)
Changes to prior year estimates	(170,000)	-
Liability - September 30, 2020	$ 390,000	$ 611,000

To minimize the financial impact of potential unforeseen demands, the District policy allows a fund balance reserve for the self-insurance programs. At September 30, 2020, general fund assets of $390,000 were assigned for the purpose of funding future workers' compensation claims liabilities, with a corresponding assignment of the General Fund's fund balance. General fund assets of $730,000 were classified as non-spendable (deposits), $1,700,000 were committed, and $732,122 were assigned for the purpose of funding future health benefits claims liabilities, with a corresponding classification of the General Fund's fund balance.

Uncertainties. During the year ended September 30, 2020, local, U.S., and world governments have encouraged self-isolation to curtail the spread of the global pandemic, coronavirus disease (COVID-19), by mandating temporary work stoppage in many sectors and imposing limitations on travel and size and duration of group meetings. Most industries are experiencing disruption to business operations and the impact of reduced consumer spending. There is unprecedented uncertainty surrounding the duration of the pandemic, its potential economic ramifications, and any government actions to mitigate them. Accordingly, while management cannot quantify the financial and other impact to the District as of September 30, 2020, management believes that an impact on the District's financial position and results of future operations is possible.

B. Mitigation bank financial responsibility assurances

The District is authorized by Section 373.4136, Florida Statute, to permit the establishment of mitigation banks. A permit applicant proposing the establishment of a mitigation bank is required to demonstrate the financial ability to conduct the mitigation activities, any necessary site management, monitoring of the mitigation, and any necessary corrective action indicated by the monitoring.

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The mitigation banks can provide the demonstrated financial assurance by obtaining a surety bond, performance bond, irrevocable letter of credit, or establishing a trust fund. If a bond or an irrevocable letter of credit is used, a standby trust fund shall be established in which all payments under the bonds or letters of credit shall be directly deposited. If the mitigation banks fail to comply with the terms and conditions of the permit, the District may draw upon the financial assurance provided by the mitigation bank. As of September 30, 2020, the District estimates the value of the financial assurances provided by the various mitigation banks is $17.9 million.

C. Commitments and contingencies

At September 30, 2020, the District had unrestricted net position of approximately $362.6 million that may be used to meet the government's ongoing commitments to citizens and creditors. It is the District's intent to use these assets to satisfy contracts and purchase orders in the amount of $64.3 million; fund board and management designations in the amount of $74.6 million; fund future long- and short-term projects in the amount of approximately $156.9 million; maintain an economic stabilization reserve of $30.6 million; support land management and acquisition activities in the amount of $2.3 million; Capital project reserves of $8.9 million; pay claims associated with the District's Workers' Compensation and Medical Claims Self-Insurance Program in the amount of $2.8 million; and carry forward $22.2 million into the fiscal year 2020-21 budget.

The District had restricted net position of $28.8 million. Of this amount, $14.0 million must be used for projects in the seven former watershed basins and $14.8 million for land acquisition.

The District has been named as a defendant in several legal actions resulting from various causes. In the opinion of management and its legal counsel, any ultimate liability to the District resulting from resolution of the suits will not have a material effect on the financial condition of the District.

The District participates in various federal and state grant programs that are subject to review and audit by the grantor agencies. Entitlement to these resources is generally conditional upon compliance with the terms and conditions of grant agreements and applicable federal and state regulations, including the expenditure of resources for allowable purposes. Any disallowance resulting from a grantor audit may become a liability of the District.

D. Retirement plans

Florida Retirement System

General information. All of the District's employees (except for temporary positions) participate in the Florida Retirement System (FRS). As provided by Chapters 121 and 112, Florida Statutes, the FRS provides two cost sharing, multiple employer defined benefit plans administered by the Florida Department of Management Services, Division of Retirement, including the FRS Pension Plan (Pension Plan) and the Retiree Health Insurance Subsidy (HIS) Program. Under Section 121.4501, Florida Statutes, the FRS also provides a defined contribution plan (Investment Plan) alternative to the FRS Pension Plan, which is administered by the State Board of Administration (SBA). As a general rule, membership in the FRS is compulsory for all employees working in a regularly established position for a state agency, district government, district school board, state university, community college, or a participating city or special district within the State of Florida. The FRS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. Benefits are established by Chapter 121, Florida Statutes, and Chapter 60S, Florida Administrative Code. Amendments to the law can be made only by an act of the Florida State Legislature.

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The State of Florida annually issues a publicly available financial report that includes financial statements and required supplementary information for the FRS. The latest available report may be obtained by writing to the Department of Management Services, Division of Retirement Research and Education Section, P.O. Box 9000, Tallahassee, Florida 32315-9000, or from the Web-site: https://www.dms.myflorida.com/workforce_operations/retirement/publications.

1. Pension plan

Plan description. The Pension Plan is a cost-sharing multiple-employer defined benefit pension plan, with a Deferred Retirement Option Program (DROP) for eligible employees.

Benefits provided. Benefits under the Pension Plan are computed based on age, average final compensation, and service credit. For Pension Plan members enrolled before July 1, 2011, Regular class members who retire at or after age 62 with at least six years of credited service or 30 years of service regardless of age are entitled to a retirement benefit payable monthly for life, equal to 1.6 percent of their final average compensation based on the five highest years of salary, for each year of credited service. Vested members with less than 30 years of service may retire before age 62 and receive reduced retirement benefits. Senior Management Service class members who retire at or after age 62 with at least six years of credited service or 30 years of service regardless of age are entitled to a retirement benefit payable monthly for life, equal to two percent of their final average compensation based on the five highest years of salary for each year of credited service.

For Plan members enrolled on or after July 1, 2011, the vesting requirement is extended to eight years of credited service for all these members and increasing normal retirement to age 65 or 33 years of service regardless of age for Regular and Senior Management Service class. Also, the final average compensation for all these members will be based on the eight highest years of salary.

As provided in Section 121.101, Florida Statutes, if the member is initially enrolled in the Pension Plan before July 1, 2011, and all service credit was accrued before July 1, 2011, the annual cost of living adjustment is three percent per year. If the member is initially enrolled before July 1, 2011, and has service credit on or after July 1, 2011, there is an individually calculated cost-of-living adjustment. The annual cost-of-living adjustment is a proportion of three percent determined by dividing the sum of the pre-July 2011 service credit by the total service credit at retirement multiplied by three percent. Plan members initially enrolled on or after July 1, 2011, will not have a cost-of-living adjustment after retirement.

In addition to the above benefits, the DROP program allows eligible members to defer receipt of monthly retirement benefit payments while continuing employment with an FRS employer for a period not to exceed 60 months after electing to participate. Deferred monthly benefits are held in the FRS Trust Fund and accrue interest. There are no required contributions by DROP participants.

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Contributions. Effective July 1, 2011, all enrolled members of the FRS, other than DROP participants, are required to contribute three percent of their salary to the FRS. In addition to member contributions, governmental employers are required to make contributions to the FRS based on state-wide contribution rates established by the Florida Legislature. These rates are updated as of July 1 of each year. The employee and employer contribution rates by job class for the periods from October 1, 2019 through June 30, 2020, and from July 1, 2020 through September 30, 2020, were:

Job Class	*Employee October 2019 through September 2020*	*Employer October 2019 through June 2020 (1)*	*Employer July 2020 through September 2020 (1)*
Regular	3.00%	8.47%	10.00%
Senior Management Service	3.00%	25.41%	27.29%
Drop Participants	-	14.60%	16.98%

(1) The employer rates include the normal cost and unfunded actuarial liability contributions and include 1.66 percent for the postemployment health insurance subsidy. The employer rates, other than for the DROP participants, also include 0.06 percent for administrative costs of the Investment Plan.

The District's contributions to the Pension Plan and Investment Plan, excluding employee contributions, totaled $2,708,737 for the fiscal year ended September 30, 2020. Employee contributions collected by the District and remitted to the Pension Plan were $879,483.

Pension liabilities, pension expense, and deferred outflows of resources and deferred inflows of resources related to pensions. On July 1, 2019, the Florida Retirement System restated the beginning pension net position by $940,602 resulting in a decrease of the beginning net pension liability by $940,602. Our proportionate share of the increase to net position and decrease of net pension liability was $725. At September 30, 2020, the District reported a liability of $33,330,071 for its proportionate share of the Pension Plan's net pension liability. The net pension liability was measured as of June 30, 2020, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2020. The District's proportionate share of the net pension liability was calculated using accrued retirement contributions related to the reporting periods included in FRS fiscal years June 30, 2013, through June 30, 2020 relative to the contributions of all participating members for the same period. Beginning on July 1, 2014, in addition to contributions from employers, the required accrued contributions for the division (paid on behalf of the division's employees who administer the plans) were allocated to each employer on a proportional basis. At June 30, 2020, the District's proportionate share of the pension plan liability was 0.0769011035 percent, which was a decrease of 0.000149037 percent from its proportionate share measured as of June 30, 2019.

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SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Notes to the Financial Statements
September 30, 2020

For the fiscal year ended September 30, 2020, the District recognized pension expense of $6,776,712. In addition, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences Between Expected and Actual Experience	$ 1,275,610	$ -
Change of Assumptions	6,033,803	-
Net Difference Between Projected and Actual Earnings on Pension Plan Investments	1,984,504	-
Changes in Proportion and Differences Between District Pension Plan Contributions and Proportionate Share of Contributions	-	602,542
District Pension Plan Contributions Subsequent to the Measurement Date	729,977	-
Total	$ 10,023,894	$ 602,542

The deferred outflows of resources related to the Pension Plan, totaling $729,977 resulting from District contributions to the Plan subsequent to the measurement date, will be recognized as a reduction of the net pension liability in the fiscal year ended September 30, 2021. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to the Pension Plan will be recognized in pension expense as follows:

Fiscal Year Ending September 30,	Amount Recognized
2021	$ 1,700,312
2022	2,815,956
2023	2,410,917
2024	1,441,144
2025	323,046
Thereafter	-
Total	$ 8,691,375

Actuarial assumptions. The total pension liability in the July 1, 2020 actuarial valuation for the June 30, 2020 measurement date was determined using the following actuarial assumptions, applied to all periods included in the June 30, 2020 measurement date:

Inflation	2.40 percent
Salary Increases	3.25 percent, average, including inflation
Investment Rate of Return	6.80 percent, net of pension plan investment expense, including inflation
Cash Flows	To determine the fiduciary's net position sufficient to make projected benefit payments the depletion date projection used the assumption that cash flows occur on average halfway through the year
Actuarial Cost Method	Individual Entry Age
Mortality rates	PUB2010 base table varies by member category and sex, projected generationally with Scale MP-2018 details in valuation report

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The actuarial assumptions used in the July 1, 2020 valuation for the measurement date of June 30, 2020 were based on an FRS experience for the period July 1, 2013 through June 30, 2018.

The long-term expected rate of return assumption of 6.80 percent consists of two building-block components: (1) a real (in-excess-of inflation) return of 4.40 percent, consistent with market outlook model developed during 2020 by outside investment consultant to the Florida State Board of Administration's; and (2) a long-term average annual inflation assumption of 2.40 percent as adopted in October 2020 by the FRS Actuarial Assumption Conference.

In the opinion of the FRS consulting actuary, Milliman, both components and the overall 6.80 percent return assumption used in the June 30, 2020 calculations was determined to be reasonable and appropriate per the Actuarial Standards of Practice. The 6.80 percent reported investment return assumption differs from the 7.00 percent investment return assumption chosen by the 2020 FRS Actuarial Assumption Conference for funding policy purposes, as allowable under governmental accounting and reporting standards.

For reference, the table below contains a summary of Milliman's assumptions for each of the asset classes in which the plan was invested at that time based on the long-term target asset allocation. Each asset class assumption is based on a consistent set of underlying assumptions and includes an adjustment for the inflation assumption. These assumptions are not based on historical returns, but instead are based on a forward-looking capital market economic model. The target allocation and best estimates of arithmetic and geometric real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation [1]	Annual Arithmetic Return	Compound Annual (Geometric) Return	Standard Deviation
Cash	1.0%	2.2%	2.2%	1.2%
Fixed Income	19.0%	3.0%	2.9%	3.5%
Global Equity	54.2%	8.0%	6.7%	17.1%
Real Estate	10.3%	6.4%	5.8%	11.7%
Private Equity	11.1%	10.8%	8.1%	25.7%
Strategic Investments	4.4%	5.5%	5.3%	6.9%
Total	100%			
Assumed Inflation - Mean			2.4%	1.7%

[1] As outlined in the FRS Pension Plan's investment policy available from Funds We Manage on the State Board of Administration's website at www.sbafla.com.

Discount rate. The discount rate used to measure the total pension liability decreased from 6.90 percent to 6.80 percent as of June 30, 2020. The Pension Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees if future experience follows assumptions and the Actuarially Determined Contribution (ADC) is contributed in full each year. Therefore, the discount rate

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for calculating the total pension liability is equal to the long-term expected rate of return. The 6.80 percent rate of return assumption used in the June 30, 2020, calculations were determined by the consulting actuary, Milliman, to be reasonable and appropriate per Actuarial Standard of Practice Number 27 (ASOP 27). For additional information regarding the depletion date projection, refer to the 2020 GASB 67 Supplement to the FRS Actuarial Valuation available from Valuations on Publications page of the Division of Retirement's website at www.frs.myflorida.com.

Sensitivity of the District's proportionate share of the net position liability to changes in the discount rate. The following represents the District's proportionate share of the net pension liability calculated using the discount rate of 6.80 percent, as well as what the District's proportionate share of the net pension liability would be if it were calculated using a discount rate that is one percentage point lower (5.80 percent) or one percentage point higher (7.80 percent) than the current rate:

	1% Decrease (5.80%)	Current Discount Rate (6.80%)	1% Increase (7.80%)
District's Proportionate Share of the Net Pension Liability	$ 53,222,523	$ 33,330,071	$ 16,715,810

Pension plan fiduciary net position. FRS pension plans report operations and fiduciary net position on a full accrual basis of accounting and a focus on economic resources. Information on the Pensions Plan's investments and how they are valued, along with detailed information regarding the Pension Plan's fiduciary net position is available in the separately issued FRS Pension Plan and Other State-Administered Systems Comprehensive Annual Financial Report.

2. HIS plan

Plan description. The HIS Plan is a cost-sharing, multiple-employer defined benefit pension plan established under Section 112.363, Florida Statutes, and may be amended by the Florida Legislature at any time. The benefit is a monthly payment to assist retirees of State-administered retirement systems in paying their health insurance costs and is administered by the Florida Department of Management Services, Division of Retirement.

Benefits provided. For the fiscal year ended September 30, 2020, eligible retirees and beneficiaries received a monthly HIS payment equal to the number of years of service credited at retirement multiplied by five dollars. The minimum HIS payment is $30 and the maximum HIS payment is $150 per month. To be eligible to receive these benefits, a retiree under a State-administered retirement system must provide proof of health insurance coverage, which may include Medicare.

Contributions. The HIS Plan is funded by required contributions from FRS participating employers as set by the Florida Legislature. Employer contributions are a percentage of gross compensation for all active FRS members. For the fiscal year ended September 30, 2020, the HIS contribution was 1.66 percent. The District contributed 100 percent of its statutorily required contributions for the current and preceding three years. HIS Plan contributions are deposited in a separate trust fund from which payments are authorized. HIS Plan benefits are not guaranteed and are subject to annual legislative appropriation. In the event legislative appropriation or available funds fail to provide full subsidy benefits to all participants, benefits may be reduced or cancelled.

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The District's contributions to the HIS Plan totaled $569,629 for the fiscal year ended September 30, 2020.

Pension liabilities, pension expense, and deferred outflows of resources and deferred inflows of resources related to pensions. At September 30, 2020, the District reported a liability of $12,034,546 for its proportionate share of the HIS Plan's net pension liability.

The net pension liability was measured as of June 30, 2020, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2020. The District's proportionate share of the net pension liability was based on the contributions from July 1, 2012 through June 30, 2020 relative to the contributions of all participating members for the same period. Beginning July 1, 2014, in addition to contributions from employers, the required accrued contributions for the division (paid on behalf of the division's employees who administer the plans) were allocated to each employer on a proportional basis. At June 30, 2020, the District's proportionate share was 0.098564344 percent, which was a decrease of 0.002725907 percent from its proportionate share measured as of June 30, 2019.

For the fiscal year ended September 30, 2020, the District recognized pension expense of $768,844. In addition, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

Description	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences Between Expected and Actual Experience	$ 492,286	$ 9,284
Change of Assumptions	1,294,056	699,762
Net Difference Between Projected and Actual Earnings on HIS Plan Investments	9,608	-
Changes in Proportion and Differences Between District HIS Plan Contributions and Proportionate Share of Contributions	2,755	740,008
District HIS Plan Contributions Subsequent to the Measurement Date	131,075	-
Total	$ 1,929,780	$ 1,449,054

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The deferred outflows of resources related to the HIS Plan, totaling $131,075 resulting from District contributions to the HIS Plan subsequent to the measurement date, will be recognized as a reduction of the net pension liability in the fiscal year ending September 30, 2021. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to the HIS Plan will be recognized in pension expense as follows:

Fiscal Year Ending September 30,	Amount Recognized
2021	$ 126,882
2022	69,632
2023	(91,402)
2024	9,060
2025	120,085
Thereafter	115,394
Total	$ 349,651

Actuarial assumptions. The total pension liability was determined using a July 1, 2020 actuarial valuation for a measurement date of June 30, 2020. The assumptions used the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.40 percent
Salary Increases	3.25 percent, average, including inflation
Municipal Bond Rate	2.21 percent (Bond Buyer General Obligation 20-Bond Municipal Bond Index)
Actuarial Cost Method	Individual entry age
Mortality	Generational PUB-2010 with Projection Scale MP-2018; details in valuation report

The municipal bond rate decreased from 3.50 percent to 2.21 percent as of June 30, 2020.

The plan has not had a formal actuarial experience study performed. The actuarial assumptions that determined the total pension liability for the HIS Program were based on certain results of the most recent experience study for the FRS Pension Plan.

Discount rate. The discount rate used to measure the total pension liability was 2.21 percent. In general, the discount rate for calculating the total pension liability under GASB 67 is equal to the single rate equivalent to discounting at the long-term expected rate of return for benefit payments prior to the projected depletion date. Because the HIS benefit is essentially funded on a pay-as-you-go basis, the depletion date is considered immediate. The single equivalent discount rate is equal to the municipal bond rate selected by the FRS Actuarial Assumption Conference. The discount rate used was updated from 3.50 percent to 2.21 percent as of June 30, 2020, reflecting the change in the Bond Buyer General Obligation 20-Bond Municipal Bond Index.

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Sensitivity of the District's proportionate share of the net position liability to changes in the discount rate. The following represents the District's proportionate share of the net pension liability calculated using the discount rate of 2.21 percent, as well as what the District's proportionate share of the HIS's net pension liability would be if it were calculated using a discount rate that is one percentage point lower (1.21 percent) or one percentage point higher (3.21 percent) than the current rate:

	1% Decrease (1.21%)	Discount Rate (2.21%)	1% Increase (3.21%)
District's Proportionate Share of the Net Pension Liability	$ 13,911,398	$ 12,034,546	$ 10,498,348

Pension plan fiduciary net position. Detailed information regarding the HIS Plan's fiduciary net position is available in the separately issued FRS Pension Plan and Other State-Administered Systems Comprehensive Annual Financial Report.

3. Investment plan

The SBA administers the defined contribution plan officially titled the FRS Investment Plan. The Investment Plan is reported in the SBA's annual financial statements and in the State of Florida Comprehensive Annual Financial Report.

As provided in Section 121.4501, Florida Statutes, eligible FRS members may elect to participate in the Investment Plan in lieu of the FRS defined benefit plan. District employees participating in DROP are not eligible to participate in the Investment Plan. Employer and employee contributions, including amounts contributed to individual member's accounts are defined by law, but the ultimate benefit depends in part on the performance of investment funds. Benefit terms, including contribution requirements, for the Investment Plan are established and may be amended by the Florida Legislature. The Investment Plan is funded with the same employer and employee contribution rates that are based on salary and membership class (Regular Class and Senior Management Service class) as the Pension Plan. Contributions are directed to individual member accounts, and the individual members allocate contributions and account balances among various approved investment choices. Costs of administering the Investment Plan, including the FRS Financial Guidance Programs are funded through an employer contribution of 0.06 percent of payroll and by forfeited benefits of plan members.

Allocations to the investment member's accounts as established by Section 121.72, Florida Statutes, are based on a percentage of gross compensation by class as follows:

Job Class	*Employee October 2019 through September 2020*	*Employer October 2019 through June 2020* [1]	*Employer July 2020 Through September 2020* [1]
Regular	3.00%	8.47%	10.00%
Senior Management Service	3.00%	25.41%	27.29%

[1] The employer rates include the normal cost and unfunded actuarial liability contributions and include 1.66 percent for the postemployment health insurance subsidy. The employer rates also include 0.06 percent for administrative costs of the Investment Plan.

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For all membership classes, employees are immediately vested in their own contributions and are vested after one year of service for employer contributions and investment earnings. If an accumulated benefit obligation for service credit originally earned under the Pension Plan is transferred to the Investment Plan, the member must have the years of service required for Pension Plan vesting (including the service credit represented by the transferred funds) to be vested for these funds and the earnings on the funds. Non-vested employer contributions are placed in a suspense account for up to five years. If the employee returns to FRS-covered employment within the five-year period, the employee will regain control over their account. If the employee does not return within the five-year period, the employee will forfeit the accumulated account balance. For the fiscal year ended September 30, 2020, information on the forfeitures amounts was unavailable from the SBA; however, management believes that these amounts, if any, would be immaterial to the District.

After termination and applying to receive benefits, the member may rollover vested funds to another qualified plan, structure a periodic payment under the Investment Plan, receive a lump-sum distribution, leave the funds invested for future distribution, or any combination of these options. Disability coverage is provided; the member may either transfer the account balance to the Pension Plan when approved for disability retirement to receive guaranteed lifetime monthly benefits under the Pension Plan or remain in the Investment Plan and rely upon that account balance for retirement income.

The District's Investment Plan pension expense totaled $586,458 for the fiscal year ended September 30, 2020.

4. Aggregate financial pension disclosure

Below are the aggregate pension liabilities, deferred outflows of resources related to pensions, deferred inflows of resources related to pensions, and pension expense for the period associated with net pension liabilities:

	Proportionate Share of Pension Liabilities	Pension Expense	Pension Deferred Outflows of Resources	Pension Deferred Inflows of Resources
FRS Pension Plan	$ 33,330,071	$ 6,776,712	$ 10,023,894	$ 602,542
HIS Plan	12,034,546	768,844	1,929,780	1,449,054
Total	$ 45,364,617	$ 7,545,556	$ 11,953,674	$ 2,051,596

E. Other postemployment benefits (OPEB)

1. Plan description

The District administers the District OPEB Plan, a single-employer healthcare plan that provides medical and dental benefits utilizing Florida Blue and Cigna, as well as a voluntary vision plan through National Vision Administrators, LLC. to eligible retired employees. Coverage is extended to qualifying dependents of retirees. If the retiree predeceases the spouse, coverage for the surviving spouse and qualifying dependents continues.

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A participant is eligible to receive benefits from the District's plan upon retirement under the Florida Retirement System plan provisions.

Employees enrolled in FRS prior to July 1, 2011.
Unreduced Retirement under FRS: Age 62 with six years of service, or any age with 30 years of service.
Early Retirement under FRS: Any age and six years of service.

Employees enrolled in FRS on or after July 1, 2011.
Unreduced Retirement under FRS: Age 65 with eight years of service, or any age with 33 years of service.
Early Retirement under FRS: Any age and eight years of service.

To be eligible for retiree medical or dental benefits, the participant must have been covered under the plan as an active employee immediately prior to retirement. Also, participants not eligible for retirement at the time of their termination are not eligible for immediate future benefits from the plan. In addition, the District provides a premium subsidy to reduce the cost of medical coverage for retirees until age 65 to participants who retired prior to December 31, 2012 and elected medical coverage. The subsidy consists of a reduction to the medical premium paid by retirees equal to five dollars per month for each year of service. A minimum of six years of service at retirement was necessary to qualify for the subsidy. The subsidy has a maximum amount payable of $150 per month with no cost-of-living adjustments. The subsidy ceases at age 65 or Medicare enrollment, whichever is earlier. Retiree and spousal coverage is available for the lifetime of the participant. However, the subsidy benefit is only payable until age 65, as the option of enrolling in Medicare is a much more attractive option at a lower cost. The District accounts for this plan in accordance with GASB Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions* (GASB Statement No. 75). The Plan does not issue a separate financial report.

As of October 1, 2019 (valuation date), there were 23 retirees (inactive employees) and 542 active employees covered by the benefits terms.

Participants qualifying for retirement are eligible to elect to enter a deferred retirement option (DROP) feature of the FRS for a period of up to 60 months. For valuation, medical claims incurred while a retiree is in the DROP are not considered a liability under GASB Statement No. 75.

The contribution requirements of plan members are established and may be amended by the District's Governing Board. The District's employer OPEB contributions consist of an implicit rate subsidy and the cost of the premium subsidy. The District, in accordance with Section 112.0801, Florida Statutes, makes the health and dental benefits available for retired employees at a premium cost of no more than applicable to active employees. However, the retirees pay 100 percent of their premium costs less the premium subsidy.

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To determine the healthcare plan costs, the District is required to commingle the claims experience of the retiree group with that of the active employees. The table listed below summarizes monthly retiree contributions for the measurement period ending September 30, 2019.

Period	Plan	Retiree	Retiree + Spouse	Retiree + Family
October 2018 through September 2019	Cigna Open Access	$748.38	$1,466.82	$1,616.50
October 2018 through September 2019	Cigna Open Access High Deductible	$ 682.76	$1,338.18	$1,474.74

Upon Medicare eligibility retirees are offered the option of enrolling in the Florida Blue Medicare PPO.

2. Date relationships and funded status

The *valuation date* is October 1, 2019. This is the date as of which the actuarial valuation is performed. The *measurement date* is September 30, 2019. This is the date as of which the total OPEB liability is determined. The *reporting date* is September 30, 2020. This is the plan's and/or District's fiscal year ending date. There is a one-year lag between the measurement date and the reporting date, as allowed by GASB 75. There have been no significant changes between the valuation date and fiscal year ending date.

As of October 1, 2019, the most recent actuarial valuation date, the OPEB plan is funded on a pay-as-you-go basis with no accumulated net assets in a GASB-compliant trust. The actuarial total OPEB liability was determined by an actuarial valuation as of October 1, 2019.

3. OPEB liability, OPEB expense, and deferred outflows of resources and deferred inflows of resources related to OPEB

Total OPEB liability. The total OPEB liability was determined by an actuarial valuation as of the valuation date, calculated based on the discount rate and actuarial assumptions below, and was then adjusted to the measurement date. There have been no significant changes between the valuation date and the fiscal year end. Any significant changes during this period must be reflected as prescribed by GASB 75.

Total OPEB Liability		
	Reporting Date	9/30/2020
	Measurement Date	9/30/2019
Total OPEB Liability		$ 6,264,019
Covered Payroll		$ 34,002,285
Total OPEB Liability as a % of Covered Payroll		18.42%

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SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Notes to the Financial Statements
September 30, 2020

Changes in Total OPEB Liability. The schedule of changes in Total OPEB Liability shown below is as of the reporting date of September 30, 2020 with a measurement date of September 30, 2019.

	Amount Recognized Increase (Decrease) Total OPEB Liability
Balance as of September 30, 2019	$ 6,257,155
Changes for the Year:	
Service Cost	353,860
Interest on Total OPEB Liability	270,657
Effect of Economic/Demographic Gains or Losses[1]	-
Effect of Assumptions Changes or Inputs	(342,940)
Benefit Payments	(274,713)
Balance as of September 30, 2020	$ 6,264,019

(1) A separate experience study has not been performed for the OPEB plan. FRS demographic assumptions have been used. While these do not necessarily represent the District's actuary, Milliman's, best estimate of future experience under the plans, they believe that these assumptions are reasonable assumptions.

OPEB Expense. As of September 30, 2020, the District's OPEB expense for the reporting period is as follows:

OPEB Expense for Reporting Period	10/01/19 to 9/30/20
Service Cost	$ 353,860
Interest on Total OPEB Liability	270,657
Recognition of Deferred Inflows/Outflows of Resources	
Recognition of Economic/Demographic Gains or Losses	52,391
Recognition of Assumption Changes or Inputs	(80,714)
OPEB Expense	$ 596,194

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OPEB Deferred Inflow and Deferred Outflows of Resources. As of September 30, 2020, the deferred inflows and outflows of resources are as follows:

Deferred Inflows/Outflows of Resources	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences Between Expected and Actual Experience	$ 321,160	$ -
Changes of Assumptions	178,218	779,997
Employer Contributions Subsequent to the Measurement Date	249,571	-
Total	$ 748,949	$ 779,997

The deferred outflows of resources related to OPEB, totaling $249,571 resulting from District contributions subsequent to the Measurement date, will be recognized as a reduction of total OPEB liability in the fiscal year ended September 30, 2021. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to other postemployment benefits will be recognized in OPEB expense, amortized over a closed period equal to the average of the expected remaining service lives of all employees that are provided with benefits through the OPEB plan beginning in the current period. The amounts to be recognized in the next five years and thereafter are as follows:

Fiscal Year Ending September 30,	Amount Recognized
2021	$ (28,323)
2022	(28,323)
2023	(28,323)
2024	(42,357)
2025	(72,999)
Thereafter	(80,294)
Total	$ (280,619)

4. Actuary valuations and assumptions

As of January 1, 2017, the medical coverage under the Blue Choice option was eliminated. The elimination of Blue Choice coverage option has not been isolated. The estimated impact of the plan change is less than one percent.

Actuary valuations of an ongoing plan involve estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality, and the healthcare cost trend.

Discount rate. The discount rate was based on the Bond Buyer General Obligation 20-Bond Municipal Index. The discount rate used for the September 30, 2019 measurement date was 4.18 percent and the discount rate used for the September 30, 2020 measurement date was 2.66 percent.

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Inflation rate. The inflation rate assumption was developed in compliance with Actuarial Standards of Practice 27 (ASOP 27) and GASB 75. The inflation rate assumption was established referencing relevant national benchmarks.

***Other key actuarial assumptions*.** Projections of benefits for financial reporting purposes are based on the substantive plan (the plan as understood by the employer and the plan members) and include the types of benefits provided at the time of each valuation and the historical pattern of sharing of benefit costs between the employer and plan members to that point. The actuarial methods and assumptions used include techniques that are designed to reduce the effects of short-term volatility in actuarial accrued liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations. The provisions of the Plan were assumed to remain in place in future years. No improvements to post-retirement benefits in future years were assumed.

The actuarial demographic assumptions that determined the total OPEB liability as of September 30, 2019 measurement date were based on demographic assumptions as provided by the District's pension actuary for the Florida Retirement System as adopted by the Florida Retirement System Board under which District employees are covered. The FRS assumptions used were based on an experience study completed in 2019 for the period July 1, 2013 through June 30, 2018.

Valuation Date	October 1, 2019
Measurement Date	September 30, 2019
Inflation	2.20%
Salary Increases Including Inflation	3.25%
Mortality	Pub-2010 General Retirees Headcount-Weighted Mortality using MP-2020 Scale
Actuarial cost method	Entry Age Normal

The trend assumptions for medical and pharmacy costs are summarized below:

Year	Percentage Trend
2019	6.20
2020	5.70
2021	5.30
2022	5.10
2023	5.00
2024	4.90
2025	4.80
2026	4.70
2027	4.60
2028	4.60

The ultimate healthcare trend rate of 3.80 percent is reached for the first time in 2082. This trend is not applied to the premium subsidy.

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The retiree (inactive employees) contributions assumption is that current and future retirees are assumed to pay a weighted average of the currently available medical plans for the year ending 2019 as shown below:

	Retiree	Retiree + Spouse	Retiree + Family
Annual Contribution	$ 8,981	$ 17,602	$ 19,398

Upon Medicare eligibility, retirees are assumed to elect coverage under the District sponsored Medicare Advantage Plan.

Sensitivity Analysis. The following presents the total OPEB liability of the District, calculated using the discount rate of 2.66 percent, as well as what the District's total OPEB liability would be if it were calculated using a discount rate that is one percentage point lower (1.66 percent) or one percentage point higher (3.66 percent) than the current rate:

Discount Rate Sensitivity

	1% Decrease (1.66%)	Current Discount Rate (2.66%)	1 % Increase (3.66%)
Total OPEB Liability	$ 6,787,633	$ 6,264,019	$ 5,777,778

The following presents the total OPEB liability of the District, calculated using the current healthcare cost trend rates as well as what the District's total OPEB liability would be if it were calculated using trend rates that are one percentage point lower or one percentage point higher than the current trend rates:

Health Trend Rate Sensitivity

	1% Decrease	Current Trend Rate	1 % Increase
Total OPEB Liability	$ 5,588,478	$ 6,264,019	$ 7,062,021

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Required Supplementary Information (unaudited)

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Southwest Florida Water Management District
Required Supplementary Information
Schedule of Proportionate Share
of the Net Pension Liability
Florida Retirement System (FRS) Pension Plan
Last Seven Fiscal Years*
(unaudited)

	2020	2019(2)	2018	2017(1)	2016	2015	2014
Southwest Florida Water Management District's Proportion of the Net Pension Liability	0.076901103%	0.077050140%	0.078304150%	0.080874564%	0.081597672%	0.085221195%	0.085241884%
Southwest Florida Water Management District's Proportionate Share of the Net Pension Liability	$ 33,330,071	$ 26,534,271	$ 23,585,616	$ 23,930,364	$ 20,603,476	$ 11,007,460	$ 5,201,008
Southwest Florida Water Management District's Covered Payroll	$ 34,217,382	$ 33,872,873	$ 33,502,577	$ 34,253,733	$ 33,767,303	$ 33,220,502	$ 32,864,918
Southwest Florida Water Management District's Proportionate Share of the Net Pension Liability as a Percentage of its Covered Payroll	97.41%	78.33%	70.40%	69.86%	61.02%	33.13%	15.83%
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	78.85%	82.61%	84.26%	83.89%	84.88%	92.00%	96.09%

*The amounts presented for each fiscal year were determined as of 06/30.

(1) The District's 2017 net pension liability was restated by an increase of $8,211 due to FRS restating their 6/30/17 net pension liability by an increase of $10,152,810.

(2) The District's 2019 net pension liability was restated by a decrease of $725 due to FRS restating their 6/30/19 net pension liability by a decrease of $940,602.

(3) Information on the plan's fiduciary net position and investments can be found at https://www.dms.myflorida.com/workforce_operations/retirement/publications.

Schedule is intended to show information for 10 years. Additional years will be displayed as they become available.

See accompanying notes to required supplementary information.

See accompanying Independent Auditors' Report.

Attachment: SWFWMD - FY 2020 Comprehensive Annual Financial Report (12859 : SWFWMD

Southwest Florida Water Management District
Required Supplementary Information
Schedule of Contributions
Florida Retirement System (FRS) Pension Plan
Last Seven Fiscal Years*
(unaudited)

	2020	2019	2018	2017	2016	2015	2014
Contractually Required Contribution	$ 2,708,737	$ 2,413,668	$ 2,274,694	$ 2,026,784	$ 2,009,828	$ 2,156,423	$ 2,072,728
Contribution in Relation to the Contractually Required Contribution	$ (2,708,737)	$ (2,413,668)	$ (2,274,694)	$ (2,026,784)	$ (2,009,828)	$ (2,156,423)	$ (2,072,728)
Contribution Deficiency (excess)	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Southwest Florida Water Management District's Covered Payroll	$ 34,316,428	$ 34,002,285	$ 33,445,671	$ 33,255,767	$ 33,515,421	$ 33,285,688	$ 32,638,819
Contributions as a Percentage of Covered Payroll	7.89%	7.10%	6.80%	6.09%	6.00%	6.48%	6.35%

*The amounts presented for each fiscal year were determined as of 09/30.

Schedule is intended to show information for 10 years. Additional years will be displayed as they become available.

See accompanying notes to required supplementary information.

See accompanying Independent Auditors' Report.

Attachment: SWFWMD - FY 2020 Comprehensive Annual Financial Report (12859 : SWFWMD

Southwest Florida Water Management District
Required Supplementary Information
Schedule of Proportionate Share
of the Net Pension Liability
The Retiree Health Insurance Subsidy (HIS) Program
Last Seven Fiscal Years*
(unaudited)

	2020	2019	2018	2017	2016	2015	2014
Southwest Florida Water Management District's Proportion of the Net Pension Liability	0.098564344%	0.101290251%	0.102579275%	0.107447100%	0.109284595%	0.109188576%	0.110038842%
Southwest Florida Water Management District's Proportionate Share of the Net Pension Liability	$ 12,034,546	$ 11,333,365	$ 10,857,106	$ 11,488,740	$ 12,736,667	$ 11,135,517	$ 10,288,900
Southwest Florida Water Management District's Covered Payroll	$ 34,217,382	$ 33,872,873	$ 33,502,577	$ 34,253,733	$ 33,767,303	$ 33,220,502	$ 32,864,918
Southwest Florida Water Management District's Proportionate Share of the Net Pension Liability as a Percentage of its Covered Payroll	35.17%	33.46%	32.41%	33.54%	37.72%	33.52%	31.31%
Plan Fiduciary Net Position as a Percentage of the Total Pension Liability	3.00%	2.63%	2.15%	1.64%	0.97%	0.50%	0.99%

*The amounts presented for each fiscal year were determined as of 06/30.

Schedule is intended to show information for 10 years. Additional years will be displayed as they become available.

See accompanying notes to required supplementary information.

See accompanying Independent Auditors' Report.

Attachment: SWFWMD - FY 2020 Comprehensive Annual Financial Report (12859 : SWFWMD

Southwest Florida Water Management District
Required Supplementary Information
Schedule of Contributions
The Retiree Health Insurance Subsidy (HIS) Program
Last Seven Fiscal Years*
(unaudited)

	2020	2019	2018	2017	2016	2015	2014
Contractually Required Contribution	$ 569,629	$ 564,658	$ 555,487	$ 551,958	$ 554,958	$ 454,612	$ 398,549
Contribution in Relation to the Contractually Required Contribution	(569,629)	(564,658)	(555,487)	(551,958)	(554,958)	(454,612)	(398,549)
Contribution Deficiency (excess)	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Southwest Florida Water Management District's Covered Payroll	$ 34,316,428	$ 34,002,287	$ 33,445,671	$ 33,255,767	$ 33,515,421	$ 33,285,688	$ 32,638,819
Contributions as a Percentage of Covered Payroll	1.66%	1.66%	1.66%	1.66%	1.66%	1.37%	1.22%

*The amounts presented for each fiscal year were determined as of 09/30.

Schedule is intended to show information for 10 years. Additional years will be displayed as they become available.

See accompanying notes to required supplementary information.

See accompanying Independent Auditors' Report.

Attachment: SWFWMD - FY 2020 Comprehensive Annual Financial Report (12859 : SWFWMD

Southwest Florida Water Management District
Required Supplementary Information
Schedule of Changes in Total OPEB Liability and Related Ratios
Last Four Fiscal Years*
(in 1,000s)
(unaudited)

	Fiscal Year Ending September 30,			
Total OPEB Liability	**2020**	**2019**	**2018**	**2017**
Service Cost	$ 354	$ 384	$ 288	$ 238
Interest on Total OPEB Liability	271	223	196	221
Changes of Benefit Terms	-	-	-	-
Effect of Economic/Demographic Gains or (Losses)	-	426	-	-
Effect of Assumption Changes or Inputs	(343)	(357)	(338)	371
Benefit Payments	(275)	(344)	(677)	(293)
Net Change in Total OPEB Liability	7	332	(531)	537
Total OPEB Liability, Beginning	6,257	5,925	6,456	5,919
Total OPEB Liability, Ending	6,264	6,257	5,925	6,456
Covered Payroll	34,002	33,446	33,256	33,515
Total OPEB Liability as a % of Covered Payroll	18.42%	18.71%	17.82%	19.26%

The amounts presented for each fiscal year were determined as of the measurement date. The measurement date is one fiscal year prior to the reporting date.

*Schedule is intended to show information for 10 years. However, recalculations of prior years are not required, and if prior years are not reported in accordance with the current GASB standards, they should not be reported. Additional years will be displayed as they become available.

See accompanying notes to required supplementary information.

See accompanying Independent Auditors' Report.

Attachment: SWFWMD - FY 2020 Comprehensive Annual Financial Report (12859 : SWFWMD

Southwest Florida Water Management District
Notes to Required Supplementary Information
for the Year Ended September 30, 2020
(unaudited)

Florida Retirement System (FRS) Pension Plan

Changes in assumptions - The inflation rate assumption decreased from 2.60 percent in fiscal year 2019 to 2.40 percent in fiscal year 2020. Amounts reported in 2020 reflect an adjustment to the discount rate used for the FRS Pension Plan. The discount rate used to measure the total pension liability decreased from 6.90 percent to 6.80 percent as of June 30, 2020. The plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees if future experience follows assumptions and the Actuarially Determined Contribution (ADC) is contributed in full each year. Therefore, the discount rate for calculating the total pension liability is equal to the long-term expected rate of return. The 6.80 percent rate of return assumption used in the June 30, 2020 calculations was determined by the consulting actuary, Milliman, to be reasonable and appropriate per the Actuarial Standard of Practice Number 27 (ASOP 27). For additional information regarding the depletion date projection, refer to the 2020 GASB 67 Supplement to the FRS Actuarial Valuation available from Valuations on the Publications page of the Division of Retirement's website at www.frs.myflorida.com.

Mortality rates for the FRS Pension Plan in fiscal year 2020 were based on PUB2010 in which the base table varies by member category and sex, projected generationally with Scale MP-2018 details in the FRS Pension Plan valuation report available from Valuations on the Publications page of the Division of Retirement's website at www.frs.myflorida.com

Florida Retirement System (FRS) Pension Plan Contribution Rates

For information on the actuarial methods and assumptions used in the July 1, 2020 funding valuation, refer to the valuation report dated December 1, 2020 located on the Publications page of the Division of Retirement's website at www.frs.myflorida.com.

Health Insurance Subsidy (HIS) Program

Changes in assumptions - The inflation rate assumption decreased from 2.60 percent in fiscal year 2019 to 2.40 percent in fiscal year 2020. Amounts reported in 2020 reflect an adjustment to the discount rate used for the Health Insurance Subsidy. The discount rate used to measure the total pension liability was decreased from 3.50 percent to 2.21 percent as of June 30, 2020. In general, the discount rate for calculating the total pension liability under GASB 67 is equal to the single rate equivalent to discounting at the long-term expected rate of return for benefit payments prior to the projected depletion date. Because the HIS benefit is essentially funded on a pay-as-you-go basis, the depletion date is considered to be immediate. The single equivalent discount rate is equal to the municipal bond rate selected by the plan sponsor. The discount rate used in 2020 valuation was updated from 3.50 percent to 2.21 percent, reflecting the change in the Bond Buyer General Obligation 20-Bond Municipal Bond Index as of June 30, 2020.

Attachment: SWFWMD - FY 2020 Comprehensive Annual Financial Report (12859 : SWFWMD Comprehensive Annual Financial Report FY 2020)

Southwest Florida Water Management District
Notes to Required Supplementary Information
for the Year Ended September 30, 2020
(unaudited)

Health Insurance Subsidy (HIS) Program Contribution Rates

The HIS essentially uses a "pay-as-you-go" funding structure. As of the June 30, 2020, accumulated HIS assets constituted approximately nine months of projected benefit payments. The ability of the current statutory contribution rate to pay full HIS benefits is very sensitive to near-term demographic experience, particularly the volume and timing of retirements and the amount of payroll on which the statutory rate is charged.

Other Postemployment Benefits (OPEB)

Changes in assumptions - The inflation rate assumption decreased from 4.18 percent in fiscal year 2019 to 2.60 percent in fiscal year 2020. The District has not performed an experience study. The demographic assumptions used were provided by the District's pension actuary for the Florida Retirement System under which employees of the District are covered. While these do not necessarily represent the District actuary's (Milliman Inc.) best estimate of future experience under the plans, they believe that these assumptions are reasonable assumptions for calculating the total OPEB liability. Provisions of the plans were assumed to remain unchanged in future years.

The mortality assumption for the OPEB Plan in fiscal year 2019 was based on the PUB-2010 General Retirees Headcount-Weighted Mortality using MP-2019 Scale. The mortality assumption in fiscal year 2020 was based on PUB-2010 General Retirees Headcount-Weighted Mortality using MP-2020 Scale.

Actuarial Valuation - Actuarial valuations of an ongoing plan involve estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, mortality, and the healthcare cost trend. The OPEB plan is funded on a pay as you go basis; there are no assets accumulated in a trust to pay related benefits. Liability for retiree dental and vision benefits are reflected as zero in the valuation. The estimated impact of including dental and vision benefits is less than one percent. As of January 01, 2017, the medical coverage under the Blue Choice option was eliminated. The elimination of Blue Choice coverage option has not been isolated. The estimated impact of the plan change is less than one percent. Retiree and covered dependent medical liability after age 65 has been reflected as zero in the valuation. Participants are assumed to enter the group rated Medicare Advantage Plan and pay 100 percent of the group rated premium. The discount rate decreased by 1.58 percent from 4.18 percent the rate as of the September 30, 2018 measurement date to 2.60 percent as of the September 30, 2019 measurement date reflected in the September 30, 2020 reporting date.

See accompanying Independent Auditors' Report.

Attachment: SWFWMD - FY 2020 Comprehensive Annual Financial Report (12859 : SWFWMD Comprehensive Annual Financial Report FY 2020)

Attachment: SWFWMD - FY 2020 Comprehensive Annual Financial Report (12859 : SWFWMD Comprehensive Annual Financial Report FY 2020)

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Other Supplementary Information

Attachment: SWFWMD - FY 2020 Comprehensive Annual Financial Report (12859 : SWFWMD Comprehensive Annual Financial Report FY 2020)

Southwest Florida Water Management District
Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual
Florida Forever Capital Projects Fund
For the Year Ended September 30, 2020

	Budgeted Amounts		Actual	Variance with
	Original	Amounts	Amounts	Final Budget
REVENUES				
Intergovernmental Revenues	$ 3,650,000	$ 4,248,340	$ 622,734	$ (3,625,606)
Interest on Invested Funds	-	-	143,386	143,386
Total Revenues	3,650,000	4,248,340	766,120	(3,482,220)
EXPENDITURES				
Current:				
Land Acquisition, Restoration and Public Works	15,450,000	16,048,340	650,315	15,398,025
Total Expenditures	15,450,000	16,048,340	650,315	15,398,025
Excess (Deficiency) of Revenues Over (Under) Expenditures	(11,800,000)	(11,800,000)	115,805	11,915,805
OTHER FINANCING SOURCES				
Proceeds from Sale of Capital Assets	-	-	59,511	59,511
Total Other Financing Sources and Uses	-	-	59,511	59,511
Net Change in Fund Balance	(11,800,000)	(11,800,000)	175,316	11,975,316
Fund Balance - Beginning	11,800,000	11,800,000	12,064,296	264,296
Fund Balance - Ending	$ -	$ -	$ 12,239,612	$ 12,239,612

See accompanying Independent Auditors' Report.

Attachment: SWFWMD - FY 2020 Comprehensive Annual Financial Report (12859 : SWFWMD Comprehensive Annual Financial Report FY 2020)

Southwest Florida Water Management District
Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual
Capital Projects Fund
For the Year Ended September 30, 2020

	Budgeted Amounts		Actual	Variance with
	Original	Amounts	Amounts	Final Budget
REVENUES				
Ad Valorem Property Taxes	$ 4,319,226	$ 4,319,226	$ 4,319,226	$ -
Total Revenues	4,319,226	4,319,226	4,319,226	-
EXPENDITURES				
Current:				
Land Acquisition, Restoration and Public Works	830,400	5,918,162	1,976,427	3,941,735
Operation and Maintenance of Works and Lands	4,640,000	4,690,236	60,472	4,629,764
Total Expenditures	5,470,400	10,608,398	2,036,899	8,571,499
Excess (Deficiency) of Revenues Over (Under) Expenditures	(1,151,174)	(6,289,172)	2,282,327	8,571,499
OTHER FINANCING SOURCES (USES)				
Proceeds from Sale of Capital Assets	-	-	4,485,877	4,485,877
Total Other Financing Sources and Uses	-	-	4,485,877	4,485,877
Net Change In Fund Balance	(1,151,174)	(6,289,172)	6,768,204	13,057,376
Fund Balance - Beginning	1,151,174	6,289,172	7,284,553	995,381
Fund Balance - Ending	$ -	$ -	$ 14,052,757	$ 14,052,757

See accompanying Independent Auditors' Report.

Attachment: SWFWMD - FY 2020 Comprehensive Annual Financial Report (12859 : SWFWMD Comprehensive Annual Financial Report FY 2020)

Statistical Section (unaudited)

The statistical section of the Comprehensive Annual Financial Report is the chief source of information regarding the District's economic condition. All of the information presented in this section is organized around five specific objectives:

- *Financial Trend* schedules contain trend information to help the reader understand and assess how the District's financial performance and well-being have changed over time.
- *Revenue Capacity* schedules contain information to help the reader assess the District's most significant local revenue source, the property tax.
- *Debt Capacity* schedule contains information to help the reader understand and assess the District's debt burden and its ability to issue additional debt.
- *Operating Information* schedules offer demographic and economic indicators to help the reader understand the environment within which the District's financial activities take place.
- *Demographic and Economic* schedules contain service data to help the reader understand how the information in the District's financial report relates to the services the government provides and the activities it performs.

Sources: Unless otherwise noted, the information in these schedules is derived from the comprehensive annual financial reports for the relevant year.

Attachment: SWFWMD - FY 2020 Comprehensive Annual Financial Report (12859 : SWFWMD Comprehensive Annual Financial Report FY 2020)

Southwest Florida Water Management District
Net Position by Component
For the Last Ten Fiscal Years
(accrual basis of accounting)
(unaudited)

	Fiscal Year									
	2020	2019 (Restated)***	2018	2017	2016	2015 (Restated)**	2014 (Restated)*	2013	2012	2011
Governmental Activities										
Net Investment in Capital Assets	$ 855,068,497	$ 837,625,127	$ 836,928,761	$ 839,115,561	$ 840,273,629	$ 844,106,551	$ 833,973,713	$ 862,299,507	$ 873,503,349	$ 857,375,759
Restricted for Watershed Basins	14,040,957	22,097,353	36,001,332	49,377,736	64,437,412	76,996,964	117,325,873	168,721,598	226,419,010	285,544,515
Restricted for Land Acquisition	14,778,137	11,241,473	11,066,577	4,656,996	885,918	308,593	282,593	282,593	265,900	-
Unrestricted	362,588,564	359,984,525	347,182,429	334,030,354	316,517,268	309,018,322	311,615,149	305,453,821	292,083,075	272,588,267
Total Governmental Activities Net Position	$ 1,246,476,155	$ 1,230,948,478	$ 1,231,179,099	$ 1,227,180,647	$ 1,222,114,227	$ 1,230,430,430	$ 1,263,197,328	$ 1,336,757,519	$ 1,392,271,334	$ 1,415,508,541

* GASB Statement No. 68, *Accounting and Financial Reporting for Pensions,* and GASB Statement No. 71, *Pensions Transition for Contributions Made Subsequent to the Measurement Date,* were implemented in fiscal year 2015 with fiscal year 2014 net position being restated.

** GASB Statement No. 72, *Fair Value Measurement and Application,* was implemented in 2016 with fiscal year 2015 classification of assets being restated within net position.

*** On July 1, 2019 the Florida Retirement System restated the beginning pension net position. Our proportionate share of the increase to net position was $725.

See accompanying Independent Auditors' Report.

Attachment: SWFWMD - FY 2020 Comprehensive Annual Financial Report (12859 : SWFWMD

Southwest Florida Water Management District
Changes in Net Position
For the Last Ten Fiscal Years
(accrual basis of accounting)
(unaudited)

	Fiscal Year									
	2020	**2019** (2)	**2018**	**2017**	**2016**	**2015**	**2014** (1)	**2013**	**2012**	**2011**
Expenses										
Governmental Activities:										
Water Resource Planning and Monitoring	$ 26,670,170	$ 26,031,937	$ 25,834,345	$ 24,175,165	$ 25,430,506	$ 24,231,338	$ 24,781,457	$ 26,091,663	$ 28,879,406	$ 38,393,264
Land Acquisition, Restoration and Public Works	68,607,233	63,539,354	54,494,495	48,603,804	55,410,475	81,105,056	84,313,964	89,628,606	75,567,095	85,730,762
Operation and Maintenance of Works and Lands	19,737,875	20,047,715	18,306,423	16,855,006	17,278,585	16,399,449	18,095,218	16,942,966	16,439,958	17,287,730
Regulation	19,345,097	20,788,418	18,061,178	17,693,132	17,878,010	17,865,629	17,967,157	15,793,721	14,872,887	17,068,249
Outreach	2,123,905	2,320,589	1,989,576	1,821,893	1,805,306	1,734,614	1,788,953	3,201,426	3,885,569	5,693,533
Management and Administration	11,431,719	11,553,869	11,022,775	11,461,878	12,042,102	15,560,357	23,104,354	26,897,280	31,552,308	35,949,503
Interest										
Water Resource Planning and Monitoring	800	3,966	2,813	2,349	2,342	-	-	-	-	-
Land Acquisition, Restoration and Public Works	182	1,262	639	671	669	-	-	-	-	-
Operation and Maintenance of Works and Lands	18,001	23,458	1,662	2,181	2,175	-	-	-	-	-
Regulation	1,054	5,061	3,707	3,692	3,681	-	-	-	-	-
Outreach	-	220	2,046	503	502	-	-	-	-	-
Management and Administration	28,462	6,044	7,304	15,235	17,567	5,668	-	-	-	40,910
Total Governmental Activities Expenses	147,964,498	144,321,893	129,726,963	120,635,509	129,871,920	156,902,111	170,051,103	178,555,662	171,197,223	200,163,951
Program Revenues										
Governmental Activities:										
Charges for Services:										
Water Resource Planning and Monitoring	-	70	-	35	561	81	802	976	217,587	188,119
Land Acquisition, Restoration and Public Works	434,334	773,388	1,110,619	1,594,803	1,858,419	-	-	-	-	-
Operation and Maintenance of Works and Lands	720,416	704,479	903,740	1,387,289	1,236,976	1,208,416	922,462	1,029,695	842,426	842,415
Regulation	2,074,259	2,133,917	1,957,545	1,539,531	1,630,106	1,418,539	1,261,166	1,856,607	1,641,624	1,862,728
Management and Administration	5,521	9,693	21,167	10,690	10,360	15,479	18,907	32,960	49,687	783,826
Operating Grants and Contributions	8,170,077	9,219,934	10,180,579	7,078,459	3,844,120	9,210,329	8,037,156	15,957,283	32,271,976	23,181,021
Capital Grants and Contributions	19,648,754	3,447,139	2,367,176	8,221,450	38,025	2,668,152	6,903,513	98,625	1,419,281	3,009,100
Total Governmental Activities Program Revenues	31,053,361	16,288,620	16,540,826	19,832,257	8,618,567	14,520,996	17,144,006	18,976,146	36,442,581	29,867,209
Net (Expense) Revenue	(116,911,137)	(128,033,273)	(113,186,137)	(100,803,252)	(121,253,353)	(142,381,115)	(152,907,097)	(159,579,516)	(134,754,642)	(170,296,742)
General Revenues and Other Changes in Net Position										
Governmental Activities:										
Ad Valorem Property Taxes	113,824,170	111,161,407	108,831,823	106,799,746	104,865,699	103,031,684	101,630,987	100,463,104	104,722,421	161,850,765
Unrestricted Investment Earnings	14,114,612	15,679,824	4,691,293	3,095,242	4,726,663	4,691,530	1,684,031	2,333,735	5,197,926	6,515,579
Gain on Sale of Capital Assets	4,219,008	676,273	2,024,897	464,675	-	348,325	206,258	138,990	316,321	-
Other	281,024	285,148	1,644,787	326,294	3,344,788	1,542,678	107,347	1,129,872	1,280,767	822,578
Total Governmental Activities General Revenues	132,438,814	127,802,652	117,192,800	110,685,957	112,937,150	109,614,217	103,628,623	104,065,701	111,517,435	169,188,922
Change in Net Position	$ 15,527,677	$ (230,621)	$ 4,006,663	$ 9,882,705	$ (8,316,203)	$ (32,766,898)	$ (49,278,474)	$ (55,513,815)	$ (23,237,207)	$ (1,107,820)

(1) GASB Statement No. 68, *Accounting and Financial Reporting for Pensions,* and GASB Statement No. 71, *Pensions Transition for Contributions Made Subsequent to the Measurement Date,* were implemented in fiscal year 2015 with fiscal year 2014 being restated.

(2) On July 1, 2019 the Florida Retirement System restated the beginning pension net position. Our proportionate share of the increase to net position was $725.

See accompanying Independent Auditors' Report.

Attachment: SWFWMD - FY 2020 Comprehensive Annual Financial Report (12859 : SWFWMD

Southwest Florida Water Management District
Fund Balances, Governmental Funds
For the Last Ten Fiscal Years
(modified accrual basis of accounting)
(unaudited)

	Fiscal Year									
	2020	2019	2018	2017	2016	2015	2014	2013	2012	2011
General Fund:										
Nonspendable	$ 1,417,855	$ 1,328,840	$ 659,455	$ 470,681	$ 38,535	$ 46,608	$ 50,113	$ 59,042	$ 40,128	$ 40,754
Restricted	17,557,172	22,097,353	35,478,889	49,377,736	64,437,412	76,996,964	117,325,873	169,364,063	230,161,294	300,042,655
Committed	126,141,039	120,184,570	113,844,650	105,419,328	95,727,884	85,791,884	73,596,312	73,976,535	69,429,780	50,000,000
Assigned	237,947,389	219,959,622	238,318,284	230,001,122	215,881,378	218,703,879	218,230,649	207,660,056	182,313,883	184,375,566
Unassigned	28,209,699	46,083,253	18,046,873	21,722,283	24,254,230	22,619,335	23,469,974	19,404,270	36,219,868	40,647,870
Total General Fund	411,273,154	409,653,638	406,348,151	406,991,150	400,339,439	404,158,670	432,672,921	470,463,966	518,164,953	575,106,845
All Other Governmental Funds										
Restricted	11,273,404	11,241,473	11,066,577	4,656,996	885,918	308,593	282,593	282,593	265,900	-
Committed	-	-	-	4,900,593	4,549,167	4,549,167	4,552,855	4,608,293	4,601,071	-
Assigned										
Capital Projects Funds	15,018,965	8,107,376	7,530,765	5,956,047	5,170,342	5,078,466	5,327,122	5,351,476	5,392,595	4,464,113
Total All Other Governmental Funds	26,292,369	19,348,849	18,597,342	15,513,636	10,605,427	9,936,226	10,162,570	10,242,362	10,259,566	4,464,113
Total Fund Balances	$ 437,565,523	$ 429,002,487	$ 424,945,493	$ 422,504,786	$ 410,944,866	$ 414,094,896	$ 442,835,491	$ 480,706,328	$ 528,424,519	$ 579,570,958

See accompanying Independent Auditors' Report.

Attachment: SWFWMD - FY 2020 Comprehensive Annual Financial Report (12859 : SWFWMD

Southwest Florida Water Management District
Changes in Fund Balances, Governmental Funds (1)
For the Last Ten Fiscal Years
(modified accrual basis of accounting)
(unaudited)

	Fiscal Year									
	2020	**2019**	**2018**	**2017**	**2016**	**2015**	**2014**	**2013**	**2012**	**2011**
REVENUES										
Ad Valorem Property Taxes	$ 113,800,513	$ 111,242,466	$ 108,886,220	$ 106,826,289	$ 104,913,453	$ 103,109,563	$ 101,719,555	$ 100,906,682	$ 104,686,640	$ 161,721,818
Intergovernmental Revenues	14,640,088	10,144,761	6,924,933	13,620,275	6,236,199	12,371,605	8,529,281	16,535,307	34,418,211	26,781,435
Interest on Invested Funds	14,114,612	15,679,824	4,691,293	3,095,242	4,726,663	4,691,530	1,684,031	2,333,735	5,197,926	6,515,579
License and Permit Fees	2,041,996	2,103,647	1,935,987	1,529,854	1,601,742	1,408,269	1,261,166	1,856,608	1,641,623	1,862,728
Other	917,500	1,224,627	1,773,519	1,265,699	3,215,700	1,273,921	562,793	1,622,360	1,571,454	2,652,672
Total Revenues	145,514,709	140,395,325	124,211,952	126,337,359	120,693,757	122,854,888	113,756,826	123,254,692	147,515,854	199,534,232
EXPENDITURES										
Current:										
Water Resource Planning and Monitoring	27,086,035	25,848,677	26,059,656	24,186,941	26,327,263	25,491,396	26,331,532	26,846,452	30,651,290	38,412,310
Land Acquisition, Restoration and Public Works	67,329,324	60,661,258	51,335,721	51,321,025	53,010,382	79,071,775	81,407,622	95,795,322	110,969,655	92,769,162
Operation and Maintenance of Works and Lands	17,546,989	18,744,488	16,788,176	15,307,352	14,988,424	16,008,895	14,342,811	15,450,118	15,363,015	15,558,263
Regulation	18,908,111	19,649,743	17,252,328	16,713,860	17,438,409	17,352,740	18,232,776	17,979,240	16,781,607	17,425,804
Outreach	2,005,354	2,212,815	1,962,926	1,776,414	1,771,379	1,743,887	1,853,799	3,247,319	3,909,820	5,732,562
Management and Administration	10,953,551	10,850,548	10,554,876	10,628,370	11,741,135	12,395,777	11,447,107	11,803,103	26,044,043	39,571,878
Debt Service / Capital Leases (2)										
Principal										
Water Resource Planning and Monitoring	12,260	45,638	10,247	5,962	4,566	-	-	-	-	-
Land Acquisition, Restoration and Public Works	2,787	16,240	2,330	1,703	1,305	-	-	-	-	-
Operation and Maintenance of Works and Lands	86,954	108,588	6,055	5,536	4,239	-	-	-	-	-
Regulation	16,160	57,445	13,507	9,368	7,174	-	-	-	-	-
Outreach	-	3,589	7,452	1,277	978	-	-	-	-	-
Management and Administration	147,253	84,731	61,333	70,617	63,876	22,761	-	-	-	871,253
Interest										
Water Resource Planning and Monitoring	800	3,966	2,813	2,349	2,342	-	-	-	-	-
Land Acquisition, Restoration and Public Works	182	1,262	639	671	669	-	-	-	-	-
Operation and Maintenance of Works and Lands	18,001	23,458	1,662	2,181	2,175	-	-	-	-	-
Regulation	1,054	5,061	3,707	3,692	3,681	-	-	-	-	-
Outreach	-	220	2,046	503	502	-	-	-	-	-
Management and Administration	28,462	6,044	7,304	15,235	17,567	5,668	-	-	-	40,909
Total Expenditures	144,143,277	138,323,771	124,072,778	120,053,056	125,386,066	152,092,899	153,615,647	171,121,554	203,719,430	210,382,141
Excess (Deficiency) of Revenues Over (Under) Expenditures	1,371,432	2,071,554	139,174	6,284,303	(4,692,309)	(29,238,011)	(39,858,821)	(47,866,862)	(56,203,576)	(10,847,909)
OTHER FINANCING SOURCES (USES)										
Transfers In	-	-	-	-	-	-	-	-	-	300,042,655
Transfers Out	-	-	-	-	-	-	-	-	-	(300,042,655)
Proceeds from Sale of Capital Assets	6,822,942	846,631	2,301,533	5,275,617	1,292,602	244,191	1,987,984	148,671	5,057,137	-
Issuance of Lease Debt	368,662	1,138,809	-	-	249,677	253,225	-	-	-	-
Total Other Financing Sources and Uses	7,191,604	1,985,440	2,301,533	5,275,617	1,542,279	497,416	1,987,984	148,671	5,057,137	-
Net Change In Fund Balances	8,563,036	4,056,994	2,440,707	11,559,920	(3,150,030)	(28,740,595)	(37,870,837)	(47,718,191)	(51,146,439)	(10,847,909)
Fund Balances - Beginning	429,002,487	424,945,493	422,504,786	410,944,866	414,094,896	442,835,491	480,706,328	528,424,519	579,570,958	590,418,867
Fund Balances - Ending	$ 437,565,523	$ 429,002,487	$ 424,945,493	$ 422,504,786	$ 410,944,866	$ 414,094,896	$ 442,835,491	$ 480,706,328	$ 528,424,519	$ 579,570,958
Debt Service as a Percentage of Non-Capital Expenditures (2)	0.23%	0.27%	0.10%	0.11%	0.09%	0.02%	0.00%	0.00%	0.00%	0.47%

(1) This schedule shows the combined General Government Expenditures, including the General, Special Revenue and Capital Projects Funds.
(2) The District satisfied its capital lease debt as of September 30, 2011. Capital lease debt began again in 2015.

See accompanying Independent Auditors' Report.

Attachment: SWFWMD - FY 2020 Comprehensive Annual Financial Report (12859 : SWFWMD

Southwest Florida Water Management District
General Government Expenditures by Program (1)
For the Last Ten Fiscal Years
(modified accrual basis of accounting)
(unaudited)

Fiscal Year	Water Resource Planning and Monitoring	Land Acquisition, Restoration and Public Works	Operation and Maintenance of Works and Lands	Regulation	Outreach	Management and Administration	Debt Service (2)	Total Expenditures
2020	$ 27,086,035 18.79%	$ 67,329,324 46.71%	$ 17,546,989 12.17%	$ 18,908,111 13.12%	$ 2,005,354 1.39%	$ 10,953,551 7.60%	$ 313,913 0.22%	$ 144,143,277 100.00%
2019	25,848,677 18.69%	60,661,258 43.85%	18,744,488 13.55%	19,649,743 14.21%	2,212,815 1.60%	10,850,548 7.84%	356,242 0.26%	138,323,771 100.00%
2018	26,059,656 21.00%	51,335,721 41.38%	16,788,176 13.53%	17,252,328 13.90%	1,962,926 1.58%	10,554,876 8.51%	119,095 0.10%	124,072,778 100.00%
2017	24,195,252 20.15%	51,323,399 42.75%	15,315,069 12.77%	16,726,920 13.93%	1,778,194 1.48%	10,714,222 8.92%		120,053,056 100.00%
2016	26,327,263 21.00%	53,010,382 42.28%	14,988,424 11.95%	17,438,409 13.91%	1,771,379 1.41%	11,850,209 9.45%		125,386,066 100.00%
2015	25,491,396 16.76%	79,071,775 51.98%	16,008,895 10.53%	17,352,740 11.41%	1,743,887 1.15%	12,424,206 8.17%		152,092,899 100.00%
2014	26,331,532 17.14%	81,407,622 52.99%	14,342,811 9.34%	18,232,776 11.87%	1,853,799 1.21%	11,447,107 7.45%		153,615,647 100.00%
2013	26,846,452 15.69%	95,795,322 55.97%	15,450,118 9.03%	17,979,240 10.51%	3,247,319 1.90%	11,803,103 6.90%		171,121,554 100.00%
2012	30,651,290 15.05%	110,969,655 54.47%	15,363,015 7.54%	16,781,607 8.24%	3,909,820 1.92%	26,044,043 12.78%		203,719,430 100.00%
2011	38,412,310 18.26%	92,769,162 44.10%	15,558,263 7.40%	17,425,804 8.28%	5,732,562 2.72%	40,484,040 19.24%		210,382,141 100.00%

(1) This schedule shows the combined General Government Expenditures, including the General, Special Revenue and Capital Projects Funds.
(2) New accounting format in 2018 to show debt service expenses separately.

See accompanying Independent Auditors' Report.

Attachment: SWFWMD - FY 2020 Comprehensive Annual Financial Report (12859 : SWFWMD

Southwest Florida Water Management District
General Government Revenues by Source (1)
For the Last Ten Fiscal Years
(modified accrual basis of accounting)
(unaudited)

Fiscal Year	Ad Valorem Property Taxes	Inter-Governmental Revenues	Interest on Invested Funds	License and Permit Fees	Other Revenues	Total Revenues
2020	$ 113,800,513	$ 14,640,088	$ 14,114,612	$ 2,041,996	$ 917,500	$ 145,514,709
	78.21%	10.06%	9.70%	1.40%	0.63%	100.00%
2019	111,242,466	10,144,761	15,679,824	2,103,647	1,224,627	140,395,325
	79.23%	7.23%	11.17%	1.50%	0.87%	100.00%
2018	108,886,220	6,924,933	4,691,293	1,935,987	1,773,519	124,211,952
	87.65%	5.58%	3.78%	1.56%	1.43%	100.00%
2017	106,826,289	13,620,275	3,095,242	1,529,854	1,265,699	126,337,359
	84.56%	10.78%	2.45%	1.21%	1.00%	100.00%
2016	104,913,453	6,236,199	4,726,663	1,601,742	3,215,700	120,693,757
	86.92%	5.17%	3.92%	1.33%	2.66%	100.00%
2015	103,109,563	12,371,605	4,691,530	1,408,269	1,273,921	122,854,888
	83.92%	10.07%	3.82%	1.15%	1.04%	100.00%
2014	101,719,555	8,529,281	1,684,031	1,261,166	562,793	113,756,826
	89.42%	7.50%	1.48%	1.11%	0.49%	100.00%
2013	100,906,682	16,535,307	2,333,735	1,856,608	1,622,360	123,254,692
	81.86%	13.42%	1.89%	1.51%	1.32%	100.00%
2012	104,686,640	34,418,211	5,197,926	1,641,623	1,571,454	147,515,854
	70.97%	23.33%	3.52%	1.11%	1.07%	100.00%
2011	161,721,818	26,781,435	6,515,579	1,862,728	2,652,672	199,534,232
	81.05%	13.42%	3.27%	0.93%	1.33%	100.00%

(1) This schedule includes General, Special Revenue and Capital Projects Funds.

See accompanying Independent Auditors' Report.

Attachment: SWFWMD - FY 2020 Comprehensive Annual Financial Report (12859 : SWFWMD

Southwest Florida Water Management District
Ad Valorem Property Tax Revenues by Source (1)
For the Last Ten Fiscal Years
(modified accrual basis of accounting)
(unaudited)

Fiscal Year	General Fund	Alafia River Basin	Hillsborough River Basin	Coastal Rivers Basin	Pinellas-Anclote River Basin	Withlacoochee River Basin	Peace River Basin	Manasota Basin	Capital Projects	Total	Percent Base Year	Annual Change in Percent
2020	$ 109,481,287	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$ 4,319,226	$ 113,800,513	70.4 %	1.6 %
2019	110,500,212	N/A	N/A	N/A	N/A	N/A	N/A	N/A	742,254	111,242,466	68.8	1.5
2018	107,257,120	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1,629,100	108,886,220	67.3	1.2
2017	105,516,186	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1,310,103	106,826,289	66.1	1.2
2016	104,305,103	N/A	N/A	N/A	N/A	N/A	N/A	N/A	608,350	104,913,453	64.9	1.1
2015	103,109,563	N/A	N/A	N/A	N/A	N/A	N/A	N/A	-	103,109,563	63.8	0.9
2014	101,719,555	N/A	N/A	N/A	N/A	N/A	N/A	N/A	-	101,719,555	62.9	0.5
2013	100,906,682	N/A	N/A	N/A	N/A	N/A	N/A	N/A	-	100,906,682	62.4	(2.3)
2012 (2)	103,686,640	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1,000,000	104,686,640	64.7	(35.3)
2011	103,214,335	3,923,939	13,194,097	3,692,841	15,887,378	4,264,102	6,435,698	9,609,428	1,500,000	161,721,818	100.0	0.0

(1) This schedule includes General, Special Revenue and Capital Projects Funds.
(2) Effective May 31, 2011, the District's Governing Board revoked all prior Basin boundary designations and merged all Basin boundaries into the boundary of the District; therefore, the District General Fund was the only taxing authority for fiscal years 2012 and later.

See accompanying Independent Auditors' Report.

Attachment: SWFWMD - FY 2020 Comprehensive Annual Financial Report (12859 : SWFWMD

Southwest Florida Water Management District
Ad Valorem Property Tax Revenues by County (1)
For the Last Ten Fiscal Years
(modified accrual basis of accounting)
(unaudited)

Fiscal Year	Charlotte County	Citrus County	DeSoto County	Hardee County	Hernando County	Highlands County	Hillsborough County	Lake County	Levy County
2020	$ 4,733,172 4.16%	$ 2,756,272 2.42%	$ 510,026 0.45%	$ 451,265 0.40%	$ 2,542,548 2.23%	$ 1,184,319 1.04%	$ 28,025,559 24.62%	$ 33,730 0.03%	$ 275,458 0.24%
2019	4,654,707 4.18%	2,608,474 2.34%	515,452 0.46%	467,595 0.42%	2,494,877 2.24%	1,200,166 1.08%	27,121,684 24.39%	35,338 0.03%	274,670 0.25%
2018	4,566,870 4.19%	2,627,626 2.41%	493,669 0.45%	473,594 0.43%	2,486,181 2.28%	1,239,199 1.14%	26,173,781 24.05%	23,405 0.02%	265,649 0.24%
2017	4,494,413 4.21%	2,663,083 2.49%	463,320 0.43%	499,114 0.47%	2,484,776 2.33%	1,275,889 1.19%	25,521,890 23.89%	21,494 0.02%	265,563 0.25%
2016	4,376,198 4.17%	2,726,279 2.60%	479,024 0.46%	522,943 0.50%	2,557,584 2.44%	1,299,804 1.24%	24,889,171 23.71%	22,040 0.02%	268,731 0.26%
2015	4,399,265 4.27%	2,789,197 2.71%	501,914 0.49%	516,935 0.50%	2,611,476 2.53%	1,349,554 1.31%	24,281,453 23.55%	25,480 0.02%	275,246 0.27%
2014	4,398,449 4.32%	3,099,107 3.05%	517,209 0.51%	560,777 0.55%	2,731,630 2.69%	1,400,290 1.38%	23,685,450 23.28%	25,370 0.02%	285,451 0.28%
2013	4,439,833 4.40%	3,064,224 3.04%	535,737 0.53%	586,380 0.58%	2,856,043 2.83%	1,486,962 1.47%	23,018,798 22.80%	25,856 0.03%	305,034 0.30%
2012	4,738,013 4.53%	3,538,541 3.38%	551,236 0.53%	575,607 0.55%	2,899,571 2.77%	1,555,751 1.49%	23,977,333 22.88%	28,068 0.03%	346,074 0.33%
2011	7,192,259 4.45%	5,422,966 3.35%	813,212 0.50%	854,038 0.53%	4,489,683 2.78%	2,333,287 1.44%	37,622,850 23.26%	29,498 0.02%	586,870 0.36%

(1) This schedule includes General, Special Revenue and Capital Projects Funds.

Source: District records - Finance Bureau.

See accompanying Independent Auditors' Report.

(continued)

Attachment: SWFWMD - FY 2020 Comprehensive Annual Financial Report (12859 : SWFWMD

Southwest Florida Water Management District
Ad Valorem Property Tax Revenues by County (1)
For the Last Ten Fiscal Years
(modified accrual basis of accounting)
(unaudited)
(continued)

Fiscal Year	Manatee County	Marion County	Pasco County	Pinellas County	Polk County	Sarasota County	Sumter County	Total
2020	$ 10,532,808 9.26%	$ 1,842,828 1.62%	$ 7,949,418 6.99%	$ 23,121,533 20.32%	$ 9,541,385 8.38%	$ 16,818,045 14.78%	$ 3,482,147 3.06%	$ 113,800,513 100.00%
2019	10,308,934 9.27%	1,779,431 1.60%	7,702,081 6.92%	22,658,814 20.37%	9,356,749 8.41%	16,741,346 15.05%	3,322,148 2.99%	111,242,466 100.00%
2018	10,102,891 9.28%	1,717,532 1.58%	7,466,915 6.86%	22,251,743 20.44%	9,135,250 8.39%	16,577,390 15.22%	3,284,525 3.02%	108,886,220 100.00%
2017	9,801,307 9.17%	1,705,869 1.60%	7,360,871 6.89%	21,936,862 20.54%	8,733,467 8.18%	16,240,213 15.20%	3,358,158 3.14%	106,826,289 100.00%
2016	9,543,536 9.10%	1,697,734 1.62%	7,251,245 6.91%	21,506,782 20.50%	8,648,019 8.24%	15,805,700 15.07%	3,318,663 3.16%	104,913,453 100.00%
2015	9,199,208 8.92%	1,716,687 1.66%	7,205,123 6.99%	21,121,428 20.48%	8,558,823 8.30%	15,396,243 14.93%	3,161,531 3.07%	103,109,563 100.00%
2014	8,933,153 8.78%	1,748,697 1.72%	7,177,123 7.06%	20,749,595 20.40%	8,505,587 8.36%	15,049,552 14.80%	2,852,115 2.80%	101,719,555 100.00%
2013	8,846,636 8.77%	1,775,453 1.76%	7,322,772 7.26%	20,671,314 20.49%	8,418,238 8.34%	14,893,474 14.76%	2,659,928 2.64%	100,906,682 100.00%
2012	9,045,647 8.64%	1,964,342 1.88%	7,728,312 7.38%	21,257,754 20.31%	8,903,633 8.51%	15,061,380 14.39%	2,515,378 2.40%	104,686,640 100.00%
2011	12,593,267 7.79%	3,372,630 2.09%	12,011,482 7.43%	36,072,441 22.30%	13,236,667 8.18%	21,436,389 13.26%	3,654,279 2.26%	161,721,818 100.00%

(1) This schedule includes General, Special Revenue and Capital Projects Funds.

Source: District records - Finance Bureau.

See accompanying Independent Auditors' Report.

Attachment: SWFWMD - FY 2020 Comprehensive Annual Financial Report (12859 : SWFWMD

Southwest Florida Water Management District
Ad Valorem Property Tax Levies, Tax Collections and Assessed Valuations
For the Last Ten Fiscal Years
(unaudited)

Fiscal Year	Assessed Valuation (1)	Total Tax Levy	Current Tax Collections	Percent of Current Tax Collection to Tax Levy	Delinquent Tax Collections	Total Tax Collections	Percent of Total Tax Collection to Tax Levy
2020	$ 420,808,466,281	$ 117,868,451	$ 113,254,993	96.09 %	$ 545,520	$ 113,800,513	96.55 %
2019	389,873,894,825	115,207,735	111,010,338	96.36	232,128	111,242,466	96.56
2018	359,696,987,434	112,621,124	108,541,136	96.38	345,084	108,886,220	96.68
2017	332,737,468,699	110,369,017	106,405,854	96.41	420,435	106,826,289	96.79
2016	310,698,838,982	108,371,754	104,478,438	96.41	435,015	104,913,453	96.81
2015	291,190,079,928	106,517,331	102,706,790	96.42	402,773	103,109,563	96.80
2014	276,826,961,838	105,692,534	101,046,156	95.60	673,399	101,719,555	96.24
2013	266,456,598,757	104,664,153	100,265,203	95.80	641,479	100,906,682	96.41
2012	274,339,074,461	107,760,388	103,383,339	95.94	1,303,301	104,686,640	97.15
2011	287,863,529,751	167,583,548	160,425,813	95.73	1,296,005	161,721,818	96.50

(1) Valuations are as of January 1 on the calendar year preceding the applicable District fiscal year.

Sources: District records - Finance Bureau, Budget Section; State of Florida, Department of Revenue; County Governments.

See accompanying Independent Auditors' Report.

Attachment: SWFWMD - FY 2020 Comprehensive Annual Financial Report (12859 : SWFWMD

Southwest Florida Water Management District
Taxable Assessed and Estimated Just Value of Taxable Property
For the Last Ten Fiscal Years
(unaudited)

Fiscal Year	Charlotte County		Citrus County		DeSoto County	
	Taxable Assessed Value (2)	Estimated Just Value (3)	Taxable Assessed Value (1)	Estimated Just Value (3)	Taxable Assessed Value (1)	Estimated Just Value (3)
2020	$ 17,535,455,944 4.17%	$ 24,932,245,640	$ 10,092,421,239 2.40%	$ 13,627,421,360	$ 1,802,964,423 0.43%	$ 3,385,046,284
2019	16,319,888,582 4.19%	23,509,648,546	9,083,824,193 2.33%	12,589,094,733	1,740,497,194 0.45%	3,094,904,668
2018	15,071,915,389 4.19%	21,703,648,562	8,667,429,638 2.41%	11,589,076,918	1,582,539,731 0.44%	2,969,983,455
2017	13,975,021,267 4.20%	20,118,099,624	8,295,995,306 2.49%	11,062,230,447	1,421,376,969 0.43%	2,842,926,509
2016	13,094,055,757 4.21%	18,380,046,623	8,141,277,447 2.62%	10,467,365,984	1,376,749,230 0.44%	2,794,206,683
2015	12,447,569,866 4.27%	17,152,302,768	7,893,519,372 2.71%	10,310,375,084	1,371,423,824 0.47%	2,761,442,878
2014	11,915,060,252 4.30%	15,817,517,470	10,177,235,077 3.68%	10,370,361,138	1,358,399,626 0.49%	2,737,769,467
2013	11,721,083,416 4.40%	15,113,914,001	8,977,977,542 3.37%	10,591,756,106	1,371,139,288 0.51%	2,738,089,973
2012	12,433,871,062 4.53%	15,775,252,608	9,336,411,252 3.40%	11,073,753,128	1,424,521,662 0.52%	2,820,729,089
2011	13,386,137,357 4.65%	16,959,927,343	9,614,305,893 3.34%	11,929,442,840	1,440,295,660 0.50%	2,917,612,542

(1) Taxable Assessed Value is calculated at 100 percent of market value less exempt and immune values and are as of January 1 on the calendar year preceding the applicable District fiscal year.
(2) Taxable Assessed Value is calculated at 100 percent of market value less exempt and immune values, represents only those portions of counties within District boundaries and are as of January 1 of the calendar year preceding the applicable District fiscal year.
(3) The Estimated Just Value represents the estimated total value of taxable property within the 16-county area encompassed by the District, and is updated based on the Department of Revenue Real Property Just Value and Growth Rate table as of January 1 on the calendar year preceding the applicable District fiscal year.

Sources: District records - Finance Bureau, Budget Section; Florida Statistical Abstract, State of Florida, Department of Revenue.

See accompanying Independent Auditors' Report.

(continued)

Attachment: SWFWMD - FY 2020 Comprehensive Annual Financial Report (12859 : SWFWMD

Southwest Florida Water Management District
Taxable Assessed and Estimated Just Value of Taxable Property
For the Last Ten Fiscal Years
(unaudited)
(continued)

Fiscal Year	Hardee County		Hernando County		Highlands County	
	Taxable Assessed Value (1)	Estimated Just Value (3)	Taxable Assessed Value (1)	Estimated Just Value (3)	Taxable Assessed Value (2)	Estimated Just Value (3)
2020	$ 1,629,916,373	$ 2,703,760,949	$ 9,362,021,124	$ 15,207,173,646	$ 4,337,320,355	$ 7,389,432,578
	0.39%		2.22%		1.03%	
2019	1,613,870,541	2,539,488,892	8,896,007,634	13,295,216,852	4,151,810,253	7,023,765,828
	0.41%		2.28%		1.06%	
2018	1,552,709,350	2,468,964,335	8,355,458,015	12,246,279,297	4,040,327,165	6,848,286,668
	0.43%		2.32%		1.12%	
2017	1,536,340,746	2,453,155,173	7,751,031,009	11,204,074,858	3,959,066,082	6,600,205,822
	0.46%		2.33%		1.19%	
2016	1,545,475,660	2,424,527,126	7,558,410,640	10,788,322,558	3,825,336,750	6,165,132,955
	0.50%		2.43%		1.23%	
2015	1,454,748,937	2,307,430,304	7,270,531,735	10,337,411,303	3,774,772,032	6,061,467,078
	0.50%		2.50%		1.30%	
2014	1,498,817,937	2,317,075,360	7,164,529,714	9,971,034,670	3,781,492,104	6,045,740,002
	0.54%		2.59%		1.37%	
2013	1,527,328,126	2,318,038,347	7,323,902,726	9,936,963,891	3,860,234,259	6,167,846,381
	0.57%		2.75%		1.45%	
2012	1,508,413,982	2,328,351,267	7,721,977,752	10,579,974,346	4,048,756,058	6,545,545,717
	0.55%		2.81%		1.48%	
2011	1,548,820,619	2,499,618,714	8,393,836,609	11,552,641,759	4,235,779,178	6,874,145,162
	0.54%		2.92%		1.47%	

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(3) The Estimated Just Value represents the estimated total value of taxable property within the 16-county area encompassed by the District, and is updated based on the Department of Revenue Real Property Just Value and Growth Rate table as of January 1 on the calendar year preceding the applicable District fiscal year.

Sources: District records - Finance Bureau, Budget Section; Florida Statistical Abstract, State of Florida, Department of Revenue.

See accompanying Independent Auditors' Report.

(continued)

Attachment: SWFWMD - FY 2020 Comprehensive Annual Financial Report (12859 : SWFWMD

Southwest Florida Water Management District
Taxable Assessed and Estimated Just Value of Taxable Property
For the Last Ten Fiscal Years
(unaudited)
(continued)

Fiscal Year	Hillsborough County		Lake County		Levy County	
	Taxable Assessed Value (1)	Estimated Just Value (3)	Taxable Assessed Value (2)	Estimated Just Value (3)	Taxable Assessed Value (2)	Estimated Just Value (3)
2020	$ 104,113,912,510 24.73%	$ 143,845,625,326	$ 124,428,198 0.03%	$ 32,240,506,021	$ 995,851,161 0.24%	$ 3,574,182,399
2019	95,380,054,168 24.47%	132,817,853,635	123,715,447 0.03%	30,157,486,790	941,075,482 0.24%	3,402,322,129
2018	86,658,918,351 24.10%	119,050,151,029	76,142,480 0.02%	25,620,563,521	849,636,409 0.24%	3,172,395,138
2017	79,604,960,746 23.94%	109,303,928,935	75,656,383 0.02%	23,433,911,362	814,236,925 0.24%	2,996,435,858
2016	73,914,983,814 23.80%	99,532,728,290	72,215,578 0.02%	21,921,683,305	794,125,516 0.26%	2,909,165,089
2015	68,645,393,560 23.56%	91,081,152,547	69,868,889 0.02%	20,529,670,110	779,563,179 0.27%	3,016,489,621
2014	64,099,889,092 23.16%	83,705,327,661	67,521,327 0.02%	19,331,115,179	765,121,003 0.28%	2,835,513,830
2013	60,812,026,614 22.82%	77,317,991,363	67,842,756 0.04%	19,108,024,743	799,492,293 0.30%	2,946,228,268
2012	62,336,980,209 22.72%	79,628,695,108	71,781,864 0.03%	20,285,676,118	899,834,945 0.33%	3,524,592,792
2011	65,116,419,986 22.61%	84,058,854,773	80,021,070 0.03%	22,161,571,162	978,841,451 0.34%	3,989,729,515

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(3) The Estimated Just Value represents the estimated total value of taxable property within the 16-county area encompassed by the District, and is updated based on the Department of Revenue Real Property Just Value and Growth Rate table as of January 1 on the calendar year preceding the applicable District fiscal year.

Sources: District records - Finance Bureau, Budget Section; Florida Statistical Abstract, State of Florida, Department of Revenue.

See accompanying Independent Auditors' Report.

(continued)

Attachment: SWFWMD - FY 2020 Comprehensive Annual Financial Report (12859 : SWFWMD

Southwest Florida Water Management District
Taxable Assessed and Estimated Just Value of Taxable Property
For the Last Ten Fiscal Years
(unaudited)
(continued)

Fiscal Year	Manatee County		Marion County		Pasco County	
	Taxable Assessed Value (1)	Estimated Just Value (3)	Taxable Assessed Value (2)	Estimated Just Value (3)	Taxable Assessed Value (1)	Estimated Just Value (3)
2020	$ 38,867,053,517	$ 49,288,031,401	$ 6,809,831,998	$ 29,625,267,758	$ 29,523,620,128	$ 43,574,604,184
	9.24%		1.62%		7.02%	
2019	36,134,997,641	45,810,419,886	6,238,644,622	27,435,234,956	27,014,184,958	39,948,940,432
	9.27%		1.60%		6.93%	
2018	33,250,651,340	42,859,691,433	5,670,696,858	25,614,496,971	24,676,449,043	35,865,581,609
	9.24%		1.58%		6.86%	
2017	30,629,756,922	39,441,841,707	5,332,197,008	24,473,280,525	22,904,410,680	32,791,557,832
	9.21%		1.60%		6.88%	
2016	28,156,175,348	35,972,553,249	5,061,437,014	22,932,571,056	21,369,674,657	30,333,752,643
	9.06%		1.63%		6.88%	
2015	26,001,571,459	31,726,387,356	4,888,382,095	22,535,216,991	20,261,141,679	28,719,366,391
	8.93%		1.68%		6.96%	
2014	24,206,711,462	28,569,565,875	4,768,167,109	21,657,987,283	19,338,148,774	26,845,762,025
	8.74%		1.72%		6.99%	
2013	23,322,999,512	27,271,851,487	4,758,708,259	21,695,907,937	19,116,580,564	26,541,368,860
	8.75%		1.79%		7.17%	
2012	23,820,210,422	28,200,290,660	5,181,774,461	24,093,602,773	20,323,341,802	28,013,760,041
	8.68%		1.89%		7.41%	
2011	24,909,396,182	29,747,730,647	5,746,672,436	27,116,911,018	20,754,922,138	29,126,576,684
	8.65%		2.00%		7.21%	

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(3) The Estimated Just Value represents the estimated total value of taxable property within the 16-county area encompassed by the District, and is updated based on the Department of Revenue Real Property Just Value and Growth Rate table as of January 1 on the calendar year preceding the applicable District fiscal year.

Sources: District records - Finance Bureau, Budget Section; Florida Statistical Abstract, State of Florida, Department of Revenue.

See accompanying Independent Auditors' Report.

(continued)

Attachment: SWFWMD - FY 2020 Comprehensive Annual Financial Report (12859 : SWFWMD

Southwest Florida Water Management District
Taxable Assessed and Estimated Just Value of Taxable Property
For the Last Ten Fiscal Years
(unaudited)
(continued)

Fiscal Year	Pinellas County		Polk County		Sarasota County	
	Taxable Assessed Value (1)	Estimated Just Value (3)	Taxable Assessed Value (2)	Estimated Just Value (3)	Taxable Assessed Value (1)	Estimated Just Value (3)
2020	$ 85,328,871,674 20.28%	$ 122,855,829,199	$ 35,022,131,021 8.32%	$ 49,571,619,025	$ 62,335,369,916 14.81%	$ 82,650,051,700
2019	79,417,253,029 20.37%	114,344,156,013	32,590,462,095 8.36%	45,633,781,643	58,608,216,255 15.03%	79,087,762,400
2018	73,608,585,221 20.46%	105,484,436,848	30,161,744,033 8.39%	41,522,564,110	54,602,350,765 15.18%	74,690,974,800
2017	68,281,357,984 20.52%	97,600,853,665	27,233,022,934 8.18%	37,775,852,975	50,437,295,408 15.16%	70,341,153,300
2016	63,699,624,181 20.50%	90,100,695,133	25,637,633,469 8.25%	35,066,615,991	46,615,834,307 15.00%	63,106,915,600
2015	59,767,624,833 20.53%	82,011,208,919	24,111,126,225 8.28%	32,453,751,594	43,496,280,912 14.94%	57,622,573,000
2014	56,193,988,907 20.30%	73,899,681,892	22,958,987,131 8.29%	29,792,113,559	40,812,665,951 14.74%	52,273,456,800
2013	54,425,420,037 20.43%	70,485,578,787	22,180,556,410 8.32%	27,995,854,184	39,170,913,940 14.70%	49,359,975,511
2012	55,608,566,276 20.27%	72,683,171,813	23,369,108,379 8.52%	29,429,384,408	39,585,676,326 14.43%	49,842,203,473
2011	58,395,259,809 20.29%	77,107,914,679	24,919,832,620 8.66%	32,090,561,797	42,118,634,428 14.63%	53,406,022,942

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Sources: District records - Finance Bureau, Budget Section; Florida Statistical Abstract, State of Florida, Department of Revenue.

See accompanying Independent Auditors' Report.

(continued)

Attachment: SWFWMD - FY 2020 Comprehensive Annual Financial Report (12859 : SWFWMD

Southwest Florida Water Management District
Taxable Assessed and Estimated Just Value of Taxable Property
For the Last Ten Fiscal Years
(unaudited)
(continued)

	Sumter County		Total	
Fiscal Year	Taxable Assessed Value (1)	Estimated Just Value (3)	Taxable Assessed Value (2)	Estimated Just Value (3)
2020	$ 12,927,296,700 3.07%	$ 18,020,921,742	$ 420,808,466,281 100.00%	$ 642,491,719,212
2019	11,619,392,731 2.98%	15,473,807,966	389,873,894,825 100.00%	596,163,885,369
2018	10,871,433,646 3.02%	14,650,152,932	359,696,987,434 100.00%	546,357,247,626
2017	10,485,742,330 3.15%	14,199,655,685	332,737,468,699 100.00%	506,639,164,277
2016	9,835,829,614 3.17%	13,456,221,610	310,698,838,982 100.00%	466,352,503,895
2015	8,956,561,331 3.08%	12,305,148,331	291,190,079,928 100.00%	430,931,394,275
2014	7,720,226,372 2.79%	10,443,725,800	276,826,961,838 100.00%	396,613,748,011
2013	7,020,393,015 2.63%	9,442,513,580	266,456,598,757 100.00%	379,031,903,419
2012	6,667,848,009 2.43%	9,041,889,537	274,339,074,461 100.00%	393,866,872,878
2011	6,224,354,315 2.16%	8,605,957,586	287,863,529,751 100.00%	420,145,219,163

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Sources: District records - Finance Bureau, Budget Section; Florida Statistical Abstract, State of Florida, Department of Revenue.

See accompanying Independent Auditors' Report.

Attachment: SWFWMD - FY 2020 Comprehensive Annual Financial Report (12859 : SWFWMD

Southwest Florida Water Management District
Schedule of Property Tax Rates for the District and Watershed Basins (Per $1,000 Assessed Valuation)
For the Last Ten Fiscal Years
(unaudited)

Fiscal Year	General Fund (Districtwide)	Alafia River Basin	Hillsborough River Basin	Coastal Rivers Basin	Pinellas-Anclote River Basin	Withlacoochee River Basin	Peace River Basin	Manasota Basin	Maximum Legal Rate (1) Districtwide	Maximum Legal Rate (1) Per Basin
2020	0.2801	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1.0000	N/A
2019	0.2955	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1.0000	N/A
2018	0.3131	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1.0000	N/A
2017	0.3317	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1.0000	N/A
2016	0.3488	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1.0000	N/A
2015	0.3658	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1.0000	N/A
2014	0.3818	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1.0000	N/A
2013	0.3928	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1.0000	N/A
2012 (2)	0.3928	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1.0000	N/A
2011	0.3770	0.2163	0.2300	0.1885	0.2600	0.2308	0.1827	0.1484	0.5000	0.5000

(1) The maximum legal millage rates for ad valorem taxes are established under Chapter 373.503, Florida Statutes, for the District and Basins.
(2) Effective May 31, 2011, the District's Governing Board revoked all prior Basin boundary designations and merged all Basin boundaries into the boundary of the District; therefore, the District General Fund was the only taxing authority for fiscal year 2012 and later.

Sources: District records - Finance Bureau, Budget Section, annual service budget reports.

See accompanying Independent Auditors' Report.

Attachment: SWFWMD - FY 2020 Comprehensive Annual Financial Report (12859 : SWFWMD

Southwest Florida Water Management District
Schedule of Principal Taxpayers
Current Year and Nine Years Ago
(unaudited)

County	Fiscal Year 2020 Taxable Assessed Value (1) (Thousands)	2020 Rank	2020 Percent of Total Taxable Assessed Value	Fiscal Year 2011 Taxable Assessed Value (1) (Thousands)	2011 Rank	2011 Percent of Total Taxable Assessed Value
Hillsborough	$104,113,913	1	24.73 %	$ 65,116,420	1	22.61 %
Pinellas	85,328,872	2	20.28	58,395,260	2	20.29
Sarasota	62,335,370	3	14.81	42,118,634	3	14.63
Manatee	38,867,054	4	9.24	24,909,396	5	8.65
Polk	35,022,131	5	8.32	24,919,833	4	8.66
Pasco	29,523,620	6	7.02	20,754,922	6	7.21
Charlotte	17,535,456	7	4.17	13,386,137	7	4.65
Sumter	12,927,297	8	3.07	6,224,354	10	2.16
Citrus	10,092,421	9	2.40	9,614,306	8	3.34
Hernando	9,362,021	10	2.22	8,393,837	9	2.92
Marion	6,809,832	11	1.62	5,746,672	11	2.00
Highlands	4,337,320	12	1.03	4,235,779	12	1.47
DeSoto	1,802,964	13	0.43	1,440,296	14	0.50
Hardee	1,629,916	14	0.39	1,548,821	13	0.54
Levy	995,851	15	0.24	978,842	15	0.34
Lake	124,428	16	0.03	80,021	16	0.03
	$420,808,466		100.00 %	$287,863,530		100.00 %

(1) Valuations are as of January 1 on the calendar year preceding the applicable District fiscal year.

Sources: District records - Finance Bureau, Budget Section; Florida Statistical Abstract, State of Florida, Department of Revenue.

See accompanying Independent Auditors' Report.

Attachment: SWFWMD - FY 2020 Comprehensive Annual Financial Report (12859 : SWFWMD

Southwest Florida Water Management District
Ratios of Outstanding Debt
For the Last Ten Fiscal Years (1)(2)
(unaudited)

	Governmental Activities				
Fiscal Year (1)	**Capital Leases With No Transfer of Ownership**	**Direct Borrowings** (3) **Leased Financed Purchases**	**Total Debt**	**District Population**	**Per Capita**
2020	$ 373,406	$ 735,551	$ 1,108,957	5,516,047	0.20
2019	94,740	930,453	1,025,193	5,450,452	0.19
2018	202,615	-	202,615	5,385,725	0.04
2017	303,539	-	303,539	5,280,036	0.06
2016	398,003	-	398,003	5,170,378	0.08
2015	230,464	-	230,464	5,047,843	0.05
2014	-	-	-	4,945,393	0.00
2013	-	-	-	4,866,938	0.00
2012	-	-	-	4,818,272	0.00
2011	-	-	-	4,780,428	0.00

(1) The District's capital lease debt was paid in full as of September 30, 2011. New capital leases were entered into in fiscal year 2015.
(2) Personal income and estimated just value data is only available for county-wide boundaries, which are not consistent with District boundaries. Therefore, personal income and estimated just value debt ratios are not provided.
(3) Governmental Accounting Standard 88, *Certain Disclosures Related to Debt, including Direct Borrowings and Direct Placements*, was implemented in fiscal year 2019. Capital leases that transfer ownership of the leased asset to the District are classified as financed purchases under direct borrowings accordingly. Fiscal year 2019 is the first year the District had capital lease financed purchases.

Sources: Historical (2011-2019) and projected (2020) population figures were obtained and updated from Woods & Poole Economics, 2020 Florida State Profile: State and County Projections to 2050.
County proportional populations were developed from data obtained by GIS Associates, Inc.

See accompanying Independent Auditors' Report.

Attachment: SWFWMD - FY 2020 Comprehensive Annual Financial Report (12859 : SWFWMD

Southwest Florida Water Management District
Demographic Statistics – Population by County
For the Last Ten Calendar Years
(in Thousands)
(unaudited)

Calendar Year	Charlotte * County	Citrus County	DeSoto County	Hardee County	Hernando County	Highlands * County	Hillsborough County	Lake * County
2020	187,030	150,645	37,925	27,368	197,077	98,173	1,471,908	1,402
	3.39%	2.73%	0.69%	0.50%	3.57%	1.78%	26.67%	0.03%
2019	185,308	149,281	37,706	27,306	193,946	97,109	1,454,304	1,351
	3.40%	2.74%	0.69%	0.50%	3.56%	1.78%	26.69%	0.02%
2018	183,601	147,929	37,489	27,245	190,865	96,055	1,436,888	1,302
	3.41%	2.75%	0.70%	0.51%	3.54%	1.78%	26.68%	0.02%
2017	180,399	145,512	37,252	27,202	186,784	94,428	1,410,115	1,235
	3.42%	2.76%	0.71%	0.52%	3.54%	1.79%	26.68%	0.02%
2016	176,837	142,850	36,261	27,229	182,558	92,356	1,380,991	1,174
	3.42%	2.76%	0.70%	0.53%	3.53%	1.79%	26.71%	0.02%
2015	171,800	140,311	35,650	27,185	177,949	90,210	1,348,848	1,117
	3.40%	2.78%	0.71%	0.54%	3.53%	1.79%	26.72%	0.02%
2014	167,447	138,833	35,344	27,281	175,322	88,840	1,317,571	1,065
	3.39%	2.81%	0.71%	0.55%	3.55%	1.80%	26.62%	0.02%
2013	164,071	138,830	34,905	27,319	173,655	88,458	1,293,824	1,022
	3.37%	2.85%	0.72%	0.56%	3.57%	1.82%	26.57%	0.02%
2012	162,126	139,175	35,006	27,444	172,719	88,663	1,281,712	990
	3.36%	2.89%	0.73%	0.57%	3.58%	1.84%	26.60%	0.02%
2011	159,232	139,756	34,841	27,682	172,830	88,978	1,271,110	963
	3.33%	2.92%	0.73%	0.58%	3.62%	1.86%	26.58%	0.02%

Permanent Population = Year-round residents only

* Data is for portion of the county located within the District boundaries.
County proportional populations were developed from data provided by GIS Associates, Inc.

Sources: Historical (2011-2019) and projected (2020) population data was obtained and updated from Woods & Poole Economics, 2020 Florida State Profile: State and County Projections to 2050.

See accompanying Independent Auditors' Report.

(continued)

Attachment: SWFWMD - FY 2020 Comprehensive Annual Financial Report (12859 : SWFWMD

Southwest Florida Water Management District
Demographic Statistics – Population by County
For the Last Ten Calendar Years
(in Thousands)
(unaudited)
(continued)

Calendar Year	Levy * County	Manatee County	Marion * County	Pasco County	Pinellas County	Polk * County	Sarasota County	Sumter County	Total
2020	23,163	404,628	117,386	558,854	983,148	685,442	435,568	136,330	5,516,047
	0.42%	7.34%	2.13%	10.13%	17.82%	12.43%	7.90%	2.47%	100.00%
2019	23,068	399,712	115,818	549,162	979,213	673,560	431,120	132,488	5,450,452
	0.42%	7.33%	2.12%	10.08%	17.97%	12.36%	7.91%	2.43%	100.00%
2018	22,974	394,855	114,269	539,630	975,280	661,871	426,718	128,754	5,385,725
	0.43%	7.33%	2.12%	10.02%	18.11%	12.29%	7.92%	2.39%	100.00%
2017	22,782	385,450	112,308	525,021	969,305	637,621	419,689	124,933	5,280,036
	0.43%	7.30%	2.13%	9.94%	18.36%	12.08%	7.95%	2.37%	100.00%
2016	22,582	375,402	110,444	509,929	960,737	616,006	413,027	121,995	5,170,378
	0.44%	7.26%	2.14%	9.86%	18.58%	11.91%	7.99%	2.36%	100.00%
2015	22,521	362,587	108,744	494,919	947,535	596,555	404,842	117,070	5,047,843
	0.45%	7.18%	2.15%	9.80%	18.77%	11.82%	8.02%	2.32%	100.00%
2014	22,334	350,972	106,877	483,465	936,517	584,835	396,445	112,245	4,945,393
	0.45%	7.10%	2.16%	9.78%	18.94%	11.83%	8.02%	2.27%	100.00%
2013	22,394	341,933	105,446	474,388	928,488	575,300	389,997	106,908	4,866,938
	0.46%	7.03%	2.17%	9.75%	19.08%	11.82%	8.01%	2.20%	100.00%
2012	22,597	333,886	104,566	469,641	921,647	569,961	386,465	101,674	4,818,272
	0.47%	6.93%	2.17%	9.75%	19.13%	11.83%	8.02%	2.11%	100.00%
2011	22,764	327,549	103,564	466,428	918,380	566,156	382,223	97,972	4,780,428
	0.48%	6.85%	2.17%	9.76%	19.21%	11.84%	8.00%	2.05%	100.00%

Permanent Population = Year-round residents only

* Data is for portion of the county located within the District boundaries.
County proportional populations were developed from data provided by GIS Associates, Inc.

Sources: Historical (2011-2019) and projected (2020) population data was obtained and updated from Woods & Poole Economics, 2020 Florida State Profile: State and County Projections to 2050.

See accompanying Independent Auditors' Report.

Attachment: SWFWMD - FY 2020 Comprehensive Annual Financial Report (12859 : SWFWMD

Southwest Florida Water Management District
Demographic Statistics – Changes in Population
For the Last Ten Calendar Years
(unaudited)

Calendar Year (1)	Total County Population (Thousands)	Within District Population (Thousands)	Population Within District Increase	Population Within District Percent Increase
2020	6,204,584	5,516,047	65,595	1.20 %
2019	6,132,501	5,450,452	64,727	1.20
2018	6,061,326	5,385,725	105,689	2.00
2017	5,941,800	5,280,036	109,658	2.12
2016	5,819,472	5,170,378	122,535	2.43
2015	5,685,338	5,047,843	102,450	2.07
2014	5,567,943	4,945,393	78,455	1.61
2013	5,478,297	4,866,938	48,666	1.01
2012	5,423,290	4,818,272	37,844	0.79
2011	5,379,956	4,780,428	0	0.00

(1) Data is for calendar years.

Sources: Historical (2011-2019) and projected (2020) population data was obtained and updated from Woods & Poole Economics, 2020 Florida State Profile: State and County Projections to 2050.
County proportional populations were developed from data provided by GIS Associates, Inc.

See accompanying Independent Auditors' Report.

Attachment: SWFWMD - FY 2020 Comprehensive Annual Financial Report (12859 : SWFWMD

Southwest Florida Water Management District
Demographic Statistics – Income and Unemployment by County
For the Last Ten Calendar Years
(unaudited)

Calendar Year	Charlotte County			Citrus County		
	Personal Income (Millions)	Per Capita Income	Unemployment Rate	Personal Income (Millions)	Per Capita Income	Unemployment Rate
2020	$ 7,543.22	$ 39,924	6.7 %	$ 5,467.82	$ 36,296	7.7 %
2019	7,329.55	39,204	3.8	5,329.93	35,704	5.0
2018	7,110.20	38,434	4.1	5,187.06	35,065	5.3
2017	6,832.36	37,636	4.8	5,029.51	34,564	6.2
2016	6,708.59	37,748	5.3	4,920.72	34,447	6.8
2015	6,436.63	37,327	6.1	4,848.19	34,553	7.8
2014	5,996.86	35,680	7.1	4,640.42	33,424	8.8
2013	5,659.70	34,365	8.4	4,538.12	32,688	10.0
2012	5,562.22	34,177	9.9	4,505.44	32,372	11.2
2011	5,449.53	34,091	11.8	4,491.64	32,139	13.0

All data is based on county-wide data and income figures are presented in 2012 dollars.

Sources: Unemployment data were obtained from Bureau of Labor Statistics, U.S. Department of Labor and is an average for the fiscal year.
Personal and Per Capita Income historical (2011-2019) and projected (2020) were obtained and updated from Woods and Poole Economics, 2020 Florida State Profile: State and County Projections to 2050.

See accompanying Independent Auditors' Report.

(continued)

Attachment: SWFWMD - FY 2020 Comprehensive Annual Financial Report (12859 : SWFWMD

Southwest Florida Water Management District
Demographic Statistics – Income and Unemployment by County
For the Last Ten Calendar Years
(unaudited)
(continued)

Calendar Year	DeSoto County			Hardee County		
	Personal Income (Millions)	Per Capita Income	Unemployment Rate	Personal Income (Millions)	Per Capita Income	Unemployment Rate
2020	$ 892.05	$ 23,521	4.6 %	$ 762.01	$ 27,843	6.1 %
2019	868.76	23,040	3.7	745.80	27,313	5.3
2018	818.48	21,832	3.9	712.61	26,155	5.1
2017	839.41	22,533	4.7	740.70	27,230	6.6
2016	810.76	22,359	5.6	704.00	25,855	6.1
2015	815.98	22,889	6.3	733.78	26,992	7.1
2014	775.33	21,937	7.4	694.61	25,461	8.0
2013	730.64	20,932	8.7	673.84	24,666	8.6
2012	760.30	21,719	10.3	688.55	25,089	9.3
2011	798.46	22,917	10.9	677.25	24,465	10.8

All data is based on county-wide data and income figures are presented in 2012 dollars.

Sources: Unemployment data were obtained from Bureau of Labor Statistics, U.S. Department of Labor and is an average for the fiscal year.
Personal and Per Capita Income historical (2011-2019) and projected (2020) were obtained and updated from Woods and Poole Economics, 2020 Florida State Profile: State and County Projections to 2050.

See accompanying Independent Auditors' Report.

(continued)

Attachment: SWFWMD - FY 2020 Comprehensive Annual Financial Report (12859 : SWFWMD

Southwest Florida Water Management District
Demographic Statistics – Income and Unemployment by County
For the Last Ten Calendar Years
(unaudited)
(continued)

Calendar Year	Hernando County			Highlands County		
	Personal Income (Millions)	Per Capita Income	Unemployment Rate	Personal Income (Millions)	Per Capita Income	Unemployment Rate
2020	$ 7,022.03	$ 35,631	7.4 %	$ 3,446.71	$ 32,249	6.7 %
2019	6,752.99	34,819	4.4	3,355.50	31,612	4.7
2018	6,508.71	34,101	4.6	3,261.22	30,934	5.1
2017	6,277.49	33,608	5.6	3,234.15	31,080	5.9
2016	6,120.62	33,527	6.0	3,158.66	30,909	6.6
2015	5,855.64	32,906	7.1	3,135.25	31,283	7.7
2014	5,560.25	31,715	8.2	2,970.08	30,121	8.7
2013	5,370.66	30,927	9.4	2,896.73	29,532	9.8
2012	5,451.51	31,563	11.1	2,938.16	29,913	10.6
2011	5,460.03	31,592	12.9	2,969.44	30,154	12.0

All data is based on county-wide data and income figures are presented in 2012 dollars.

Sources: Unemployment data were obtained from Bureau of Labor Statistics, U.S. Department of Labor and is an average for the fiscal year.
Personal and Per Capita Income historical (2011-2019) and projected (2020) were obtained and updated from Woods and Poole Economics, 2020 Florida State Profile: State and County Projections to 2050.

See accompanying Independent Auditors' Report.

(continued)

Attachment: SWFWMD - FY 2020 Comprehensive Annual Financial Report (12859 : SWFWMD

Southwest Florida Water Management District
Demographic Statistics – Income and Unemployment by County
For the Last Ten Calendar Years
(unaudited)
(continued)

Calendar Year	Hillsborough County			Lake County		
	Personal Income (Millions)	Per Capita Income	Unemployment Rate	Personal Income (Millions)	Per Capita Income	Unemployment Rate
2020	$ 66,305.92	$ 45,048	6.2 %	$ 14,914.48	$ 40,442	8.0 %
2019	64,327.80	44,233	3.2	14,412.77	39,749	3.8
2018	62,448.74	43,461	3.4	13,908.09	39,013	3.9
2017	60,075.45	42,603	4.1	13,230.74	38,340	4.4
2016	57,866.72	41,902	4.4	12,666.01	37,837	4.8
2015	57,060.33	42,303	5.2	11,930.76	36,700	5.7
2014	53,848.95	40,870	6.0	11,197.45	35,504	6.6
2013	51,665.49	39,932	6.9	10,546.08	34,240	7.8
2012	52,926.76	41,294	8.3	10,402.50	34,248	9.3
2011	54,719.20	43,048	10.1	10,149.22	33,776	11.1

All data is based on county-wide data and income figures are presented in 2012 dollars.

Sources: Unemployment data were obtained from Bureau of Labor Statistics, U.S. Department of Labor and is an average for the fiscal year.
Personal and Per Capita Income historical (2011-2019) and projected (2020) were obtained and updated from Woods and Poole Economics, 2020 Florida State Profile: State and County Projections to 2050.

See accompanying Independent Auditors' Report.

(continued)

Attachment: SWFWMD - FY 2020 Comprehensive Annual Financial Report (12859 : SWFWMD

Southwest Florida Water Management District
Demographic Statistics – Income and Unemployment by County
For the Last Ten Calendar Years
(unaudited)
(continued)

Calendar Year	Levy County			Manatee County		
	Personal Income (Millions)	Per Capita Income	Unemployment Rate	Personal Income (Millions)	Per Capita Income	Unemployment Rate
2020	$ 1,384.43	$ 33,473	5.5 %	$ 18,477.30	$ 45,665	6.1 %
2019	1,352.55	32,938	3.3	17,892.82	44,764	3.2
2018	1,327.18	32,553	3.6	17,298.76	43,810	3.4
2017	1,311.85	32,547	4.7	16,521.28	42,862	4.1
2016	1,256.30	31,542	5.2	15,998.87	42,618	4.5
2015	1,245.08	31,442	6.0	15,517.23	42,796	5.2
2014	1,192.62	30,345	7.2	14,167.58	40,367	5.9
2013	1,150.18	29,165	8.5	13,073.77	38,235	7.1
2012	1,166.24	29,283	9.7	12,749.67	38,186	8.5
2011	1,168.46	29,102	11.3	13,248.31	40,447	10.5

All data is based on county-wide data and income figures are presented in 2012 dollars.

Sources: Unemployment data were obtained from Bureau of Labor Statistics, U.S. Department of Labor and is an average for the fiscal year.
Personal and Per Capita Income historical (2011-2019) and projected (2020) were obtained and updated from Woods and Poole Economics, 2020 Florida State Profile: State and County Projections to 2050.

See accompanying Independent Auditors' Report.

(continued)

Attachment: SWFWMD - FY 2020 Comprehensive Annual Financial Report (12859 : SWFWMD

Southwest Florida Water Management District
Demographic Statistics – Income and Unemployment by County
For the Last Ten Calendar Years
(unaudited)
(continued)

Calendar Year	Marion County			Pasco County		
	Personal Income (Millions)	Per Capita Income	Unemployment Rate	Personal Income (Millions)	Per Capita Income	Unemployment Rate
2020	$ 13,122.59	$ 35,470	6.2 %	$ 21,849.01	$ 39,096	6.6 %
2019	12,723.34	34,864	4.0	21,035.23	38,304	3.6
2018	12,315.31	34,211	4.4	20,116.07	37,278	3.9
2017	11,927.11	33,719	5.3	19,288.40	36,738	4.7
2016	11,528.48	33,150	5.8	18,625.04	36,525	5.2
2015	11,156.60	32,590	6.6	17,757.49	35,880	6.0
2014	10,721.49	31,715	7.6	16,546.90	34,226	6.9
2013	10,335.27	30,841	9.0	15,860.43	33,433	8.1
2012	10,616.93	31,797	10.7	15,856.88	33,764	9.5
2011	10,570.80	31,813	12.9	15,904.78	34,099	11.3

All data is based on county-wide data and income figures are presented in 2012 dollars.

Sources: Unemployment data were obtained from Bureau of Labor Statistics, U.S. Department of Labor and is an average for the fiscal year.
Personal and Per Capita Income historical (2011-2019) and projected (2020) were obtained and updated from Woods and Poole Economics, 2020 Florida State Profile: State and County Projections to 2050.

See accompanying Independent Auditors' Report.

(continued)

Attachment: SWFWMD - FY 2020 Comprehensive Annual Financial Report (12859 : SWFWMD

Southwest Florida Water Management District
Demographic Statistics – Income and Unemployment by County
For the Last Ten Calendar Years
(unaudited)
(continued)

Calendar Year	Pinellas County			Polk County		
	Personal Income (Millions)	Per Capita Income	Unemployment Rate	Personal Income (Millions)	Per Capita Income	Unemployment Rate
2020	$ 50,659.47	$ 51,528	6.3 %	$ 24,800.32	$ 34,198	8.2 %
2019	49,462.57	50,513	3.1	24,027.95	33,532	3.8
2018	48,207.85	49,430	3.3	23,217.76	32,793	4.1
2017	46,591.73	48,067	4.0	22,395.45	32,655	5.1
2016	44,955.45	46,793	4.3	21,335.05	32,023	5.6
2015	44,404.23	46,863	5.1	21,096.02	32,518	6.5
2014	42,018.92	44,867	6.0	20,117.64	31,705	7.4
2013	39,761.42	42,824	7.0	19,363.04	31,095	8.6
2012	39,919.98	43,314	8.4	19,565.61	31,789	10.0
2011	40,670.07	44,285	10.2	19,797.30	32,458	11.7

All data is based on county-wide data and income figures are presented in 2012 dollars.

Sources: Unemployment data were obtained from Bureau of Labor Statistics, U.S. Department of Labor and is an average for the fiscal year.
Personal and Per Capita Income historical (2011-2019) and projected (2020) were obtained and updated from Woods and Poole Economics, 2020 Florida State Profile: State and County Projections to 2050.

See accompanying Independent Auditors' Report.

(continued)

Attachment: SWFWMD - FY 2020 Comprehensive Annual Financial Report (12859 : SWFWMD

Southwest Florida Water Management District
Demographic Statistics – Income and Unemployment by County
For the Last Ten Calendar Years
(unaudited)
(continued)

Calendar Year	Sarasota County			Sumter County		
	Personal Income (Millions)	Per Capita Income	Unemployment Rate	Personal Income (Millions)	Per Capita Income	Unemployment Rate
2020	$ 27,172.32	$ 62,384	6.3 %	$ 6,073.61	$ 44,551	7.0 %
2019	26,308.50	61,024	3.2	5,778.70	43,617	4.8
2018	25,596.24	59,984	3.4	5,488.65	42,629	5.3
2017	24,317.73	57,942	4.1	5,200.78	41,629	6.3
2016	23,217.76	56,214	4.5	4,937.13	40,470	6.8
2015	22,858.27	56,462	5.2	4,568.24	39,021	7.7
2014	21,198.24	53,471	6.1	4,219.48	37,592	8.5
2013	19,362.97	49,649	7.4	3,936.41	36,821	9.6
2012	19,184.17	49,640	8.8	3,717.46	36,562	11.0
2011	18,529.84	48,479	10.8	3,344.06	34,133	12.5

All data is based on county-wide data and income figures are presented in 2012 dollars.

Sources: Unemployment data were obtained from Bureau of Labor Statistics, U.S. Department of Labor and is an average for the fiscal year.
Personal and Per Capita Income historical (2011-2019) and projected (2020) were obtained and updated from Woods and Poole Economics, 2020 Florida State Profile: State and County Projections to 2050.

See accompanying Independent Auditors' Report.

Attachment: SWFWMD - FY 2020 Comprehensive Annual Financial Report (12859 : SWFWMD

Southwest Florida Water Management District
Demographic Statistics
Top Ten Non-Government Employers Within a Single County
Current Year and Nine Years Ago
(unaudited)

	Fiscal Year							
	2020				2011			
Employer	County	Number of Employees	Rank	Percent of Total Workforce	County	Number of Employees	Rank	Percent of Total Workforce
Publix Super Markets	Polk	12,500	1	0.39 %	Polk	9,300	1	0.39 %
Publix Super Markets	Hillsborough	8,060	2	0.25	-	-	-	-
Tampa General Hospital	Hillsborough	8,000	3	0.25	-	-	-	-
Baycare Health System	Hillsborough	6,250	4	0.20	-	-	-	-
H. Lee Moffitt Cancer Center	Hillsborough	6,100	5	0.19	Hillsborough	3,218	7	0.13
Lakeland Regional Medical Center	Polk	5,575	6	0.17	Polk	4,600	4	0.19
Publix Super Markets	Pinellas	5,500	7	0.17	-	-	-	-
AdventHealth West Florida Division	Hillsborough	4,660	8	0.15	-	-	-	-
Walmart	Polk	4,250	9	0.13	Polk	5,100	2	0.21
Raymond James Financial	Pinellas	4,000	10	0.13	Pinellas	2,600	10	0.11
JPMorgan Chase	-	-	-	-	Hillsborough	4,733	3	0.20
Home Shopping Network	-	-	-	-	Pinellas	4,000	5	0.17
Fidelity Information Service	-	-	-	-	Pinellas	4,000	6	0.17
Nielsen Media Research	-	-	-	-	Pinellas	3,000	8	0.12
Citi	-	-	-	-	Hillsborough	2,900	9	0.12
Total		64,895		2.03 %		43,451		1.81 %
District 16-County Total Workforce		3,195,174				2,403,018		

Number of employees are tallied within each individual county, not Districtwide. Employers listed represent the top ten non-government county employers within all 16 District counties. Schedule is intended to show information for the current fiscal year and nine years ago. Fiscal year data is for the previous calendar year.

Sources: 2020 total workforce from Woods and Poole Economics, 2020 Florida State Profile: State and County Projections to 2050.
2020 employers obtained from individual counties.

See accompanying Independent Auditors' Report.

Attachment: SWFWMD - FY 2020 Comprehensive Annual Financial Report (12859 : SWFWMD

Southwest Florida Water Management District
Actual Personnel Full Time Equivalents (FTEs) by Program
For the Last Ten Fiscal Years
(unaudited)

Fiscal Year	Water Resource Planning and Monitoring	Land Acquisition, Restoration and Public Works	Operation and Maintenance of Works and Lands	Regulation	Outreach	Management and Administration	Total Actual Personnel (FTE's)
2020	140 25.64%	51 9.34%	107 19.60%	175 32.05%	13 2.38%	60 10.99%	546 100.00%
2019 (1)	140 25.41%	52 9.44%	107 19.42%	176 31.94%	14 2.54%	62 11.25%	551 100.00%
2018	151 26.31%	59 10.28%	111 19.34%	182 31.71%	13 2.26%	58 10.10%	574 100.00%
2017	148 25.78%	56 9.76%	108 18.82%	184 32.05%	12 2.09%	66 11.50%	574 100.00%
2016	150 26.13%	55 9.58%	109 18.99%	179 31.19%	12 2.09%	69 12.02%	574 100.00%
2015	148 25.78%	56 9.76%	104 18.12%	186 32.40%	12 2.09%	68 11.85%	574 100.00%
2014	152 25.98%	60 10.26%	104 17.78%	185 31.62%	14 2.39%	70 11.97%	585 100.00%
2013	154 24.96%	48 7.78%	118 19.12%	193 31.28%	22 3.57%	82 13.29%	617 100.00%
2012	164 24.16%	44 6.48%	127 18.70%	218 32.11%	25 3.68%	101 14.87%	679 100.00%
2011	151 20.52%	46 6.25%	107 14.54%	193 26.22%	23 3.13%	216 29.34%	736 100.00%

(1) Beginning in fiscal year 2019, this schedule reports actual FTEs by Program. For years prior to 2019, budgeted FTEs were reported.

Source: District records - Finance Bureau

See accompanying Independent Auditors' Report.

Attachment: SWFWMD - FY 2020 Comprehensive Annual Financial Report (12859 : SWFWMD

Southwest Florida Water Management District
Permit Applications and Permits Issued
For the Last Ten Fiscal Years
(unaudited)

Fiscal Year	Water Use		Environmental Resource		Well Construction		Total	
	Permit Applications	Permits Issued	Permit Applications	Permits Issued	Permit Applications	Permits Issued	Permit Applications	Permits Issued
2020	773	764	2,820	2,481	5,767	5,738	9,360	8,983
	8.26%	8.50%	30.13%	27.62%	61.61%	63.88%	100.00%	100.00%
2019	892	821	2,995	2,617	5,024	4,984	8,911	8,422
	10.01%	9.75%	33.61%	31.07%	56.38%	59.18%	100.00%	100.00%
2018	1,025	954	3,028	2,792	4,738	4,674	8,791	8,420
	11.66%	11.33%	34.44%	33.16%	53.90%	55.51%	100.00%	100.00%
2017	904	781	2,829	2,423	4,902	4,873	8,635	8,077
	10.47%	9.67%	32.76%	30.00%	56.77%	60.33%	100.00%	100.00%
2016	910	855	2,368	2,102	4,406	4,372	7,684	7,329
	11.84%	11.67%	30.82%	28.68%	57.34%	59.65%	100.00%	100.00%
2015	988	897	2,114	1,896	3,935	3,922	7,037	6,715
	14.04%	13.36%	30.04%	28.24%	55.92%	58.40%	100.00%	100.00%
2014	970	927	2,043	1,840	3,773	3,732	6,786	6,499
	14.29%	14.26%	30.11%	28.31%	55.60%	57.43%	100.00%	100.00%
2013	1,062	929	1,967	1,754	3,991	3,963	7,020	6,646
	15.13%	13.98%	28.02%	26.39%	56.85%	59.63%	100.00%	100.00%
2012	1,113	1,111	1,878	1,815	4,489	4,438	7,480	7,364
	14.88%	15.09%	25.11%	24.65%	60.01%	60.26%	100.00%	100.00%
2011	1,148	1,072	1,760	1,641	4,629	4,624	7,537	7,337
	15.23%	14.61%	23.35%	22.37%	61.42%	63.02%	100.00%	100.00%

Source: Data obtained from the District Water Management Information System, Regulatory Support.

See accompanying Independent Auditors' Report.

Attachment: SWFWMD - FY 2020 Comprehensive Annual Financial Report (12859 : SWFWMD

Southwest Florida Water Management District
Estimated Total Water Use by County
(million gallons per day)
September 30, 2020
(unaudited)

County	Agricultural	Industrial/ Commercial	Mining/ Dewatering	Public Supply (Withdrawal)	Domestic Self-Supply	Landscape/ Recreation	Institutional and Other Uses	Total (Withdrawal) (1)	Public Supply (Use) (2)	Total (Use) (3)
Charlotte *	10.013	0.023	0.138	7.578	0.381	1.850	0.009	19.992	16.714	29.128
Citrus	1.660	1.772	0.043	14.350	3.916	2.989	0.005	24.735	14.110	24.495
DeSoto	54.862	0.738	0.006	32.394	1.057	0.126	0.000	89.183	1.660	58.449
Hardee	36.762	1.830	1.263	1.376	0.587	0.142	0.001	41.961	1.343	41.928
Hernando	1.720	4.555	0.016	20.358	3.157	3.052	0.000	32.858	20.004	32.504
Highlands *	39.950	0.097	0.009	8.545	0.839	1.953	0.012	51.405	8.353	51.213
Hillsborough	40.195	9.384	2.760	218.828	8.021	8.698	0.017	287.903	151.013	220.088
Lake *	0.843	0.000	0.000	0.000	0.097	0.000	0.000	0.940	0.000	0.940
Levy *	8.483	0.010	0.000	0.767	0.821	0.133	0.000	10.214	0.690	10.137
Manatee	53.125	4.844	3.927	47.915	0.563	9.951	0.000	120.325	42.342	114.752
Marion *	3.879	0.010	0.019	11.111	3.917	2.600	0.000	21.536	11.036	21.461
Pasco	5.221	1.074	0.055	58.554	5.517	3.221	0.394	74.036	46.727	62.209
Pinellas	0.002	0.146	0.000	26.071	0.287	3.265	0.001	29.772	89.070	92.771
Polk *	73.779	29.816	10.457	71.628	1.907	9.334	0.155	197.076	72.711	198.159
Sarasota	2.627	0.114	0.003	21.548	1.763	8.366	0.016	34.437	34.502	47.391
Sumter	6.791	0.750	0.166	23.683	2.009	3.045	0.000	36.444	23.438	36.199
	339.912	55.163	18.862	564.706	34.839	58.725	0.610	1,072.817	533.713	1,041.824

Data collection is based on calendar year 2019.

* Data is for portion of the county located within the District boundaries.

(1) Total (Withdrawal) - Represents the sum of the preceding seven columns and represents total water withdrawals from natural resources by county for all categories.
(2) Public Supply (Use) - The difference from "Public Supply (Withdrawal)" is the accounting of imports and exports of publicly supplied water among counties, treatment losses, and net change of storage in off-stream reservoirs or ASR systems.
(3) Total (Use) - The sum of "Total (Withdrawal)" minus "Public Supply (Withdrawal)" plus "Public Supply (Use)." Represents consumptive use of water in the county.

Source: District records - Table 9 - 2019 Estimated Water Use Report, December 2020, www.watermatters.org.

See accompanying Independent Auditors' Report.

Attachment: SWFWMD - FY 2020 Comprehensive Annual Financial Report (12859 : SWFWMD

Southwest Florida Water Management District
Nature of Capital Assets by Program
Net of Accumulated Depreciation
September 30, 2020
(unaudited)

Capital Assets	Water Resource Planning and Monitoring	Land Acquisition, Restoration and Public Works	Operation and Maintenance of Works and Lands	Regulation	Outreach	Management and Administration	Total Capital Assets
Capital Assets Not Subject to Depreciation:							
Land	$ 6,887	$ 603,603,605	$ 1,795,854	$ -	$ -	$ 750,000	$ 606,156,346
Land Interests	2,934,399	138,112,493	-	-	-	-	141,046,892
Land - Acquisition in Progress	6,737	174,389	-	-	-	-	181,126
Construction in Progress	2,307,245	18,270	133,163	1,983,335	-	-	4,442,013
Capital Assets Subject to Depreciation:							
Buildings	2,836	7,972,744	7,631,574	-	-	110,867	15,718,021
Machinery & Equipment	1,076,078	616,593	3,477,589	655,624	31,270	476,196	6,333,350
Infrastructure	7,910,380	55,868,643	17,826,970	-	-	16,306	81,622,299
Software	478,423	2,751	12,689	84,979	10,693	23,386	612,921
Other	46,503	17,982	-	-	-	-	64,485
Total Capital Assets by Program	$ 14,769,488	$ 806,387,470	$ 30,877,839	$ 2,723,938	$ 41,963	$ 1,376,755	$ 856,177,453
Percent of Total	1.72%	94.18%	3.61%	0.32%	0.01%	0.16%	100.00%

Land Ownership (acres) Fiscal Year

	2020	2019	2018	2017	2016	2015	2014	2013 (1)	2012	2011
Type of Ownership:										
Land										
Acquired or Surplused	1,167	(187)	(1,087)	(623)	117	479	(7)	(1,872)	86	1,332
Cumulative	343,189	342,022	342,209	343,296	343,919	343,802	343,323	343,330	345,202	345,116
Land Interests										
Acquired or Surplused	384	164	701	1,849	86	11	(55)	991	124	1,277
Cumulative	108,677	108,293	108,129	107,428	105,579	105,493	105,482	105,537	104,546	104,422
Total Acres	451,866	450,315	450,338	450,724	449,498	449,295	448,805	448,867	449,748	449,538

Land	includes lands where the District has full fee simple interests
Land Interests	includes lands where the District has less-than-fee interest (i.e., easements)
Land - Acquisition in Progress	includes ancillary costs for parcel purchases in progress
Construction in Progress	includes intangibles, buildings, and infrastructure not completed
Buildings	includes buildings and structures not included in Infrastructure
Machinery & Equipment	includes vehicles, heavy equipment, computers and other field and office equipment
Infrastructure	includes well-sites, water structures, bridges, pavilions, pole barns, and other recreational structures
Software	includes software purchases, in-house developed software, and licenses over $5,000
Other	includes signage, kiosks, refrigerators, and other capital assets not included in a specific category above

(1) Beginning fiscal year 2013, acres adjusted to Geographic Information Systems derived acres which includes reductions for surplused property. Through fiscal year 2012, data for acquisitions only.

Source: District records - Finance Bureau, Property Administration and Operations and Land Management Bureau, Real Estate Section.

See accompanying Independent Auditors' Report.

Attachment: SWFWMD - FY 2020 Comprehensive Annual Financial Report (12859 : SWFWMD

Attachment: SWFWMD - FY 2020 Comprehensive Annual Financial Report (12859 : SWFWMD Comprehensive Annual Financial Report FY 2020)

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Single Audit Compliance

Attachment: SWFWMD - FY 2020 Comprehensive Annual Financial Report (12859 : SWFWMD Comprehensive Annual Financial Report FY 2020)

James Moore
Certified Public Accountants and Consultants

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

The Members of the Governing Board,
Southwest Florida Water Management District:

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of the Southwest Florida Water Management District (the District) as of and for the year ended September 30, 2020, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report thereon dated April 7, 2021.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

121 Executive Circle
Daytona Beach, FL 32114-1180
Telephone: 386-257-4100

133 East Indiana Avenue
DeLand, FL 32724-4329
Telephone: 386-738-3300

5931 NW 1st Place
Gainesville, FL 32607-2063
Telephone: 352-378-1331

2477 Tim Gamble Place, Suite 200
Tallahassee, FL 32308-4386
Telephone: 850-386-6184

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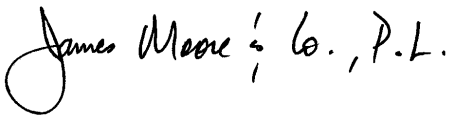
Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.



Gainesville, Florida
April 7, 2021

Attachment: SWFWMD - FY 2020 Comprehensive Annual Financial Report (12859 : SWFWMD Comprehensive Annual Financial Report FY 2020)

James Moore
Certified Public Accountants and Consultants

INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR STATE PROJECT AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY CHAPTER 10.550, RULES OF THE AUDITOR GENERAL

The Members of the Governing Board,
Southwest Florida Water Management District:

Report on Compliance for Each Major State Project

We have audited the Southwest Florida Water Management District's (the District) compliance with the types of compliance requirements described in the *Florida Department of Financial Services State Project Compliance Supplement* that could have a direct and material effect on each of the District's major State projects for the year ended September 30, 2020. The District's major State projects are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with State statutes, regulations, and the terms and conditions of its major State projects applicable to its State projects.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of the District's major State projects based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Florida Auditor General. Those standards and Chapter 10.550 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major State project occurred. An audit includes examining, on a test basis, evidence about the District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major State project. However, our audit does not provide a legal determination of the District's compliance.

Opinion on Each Major State Project

In our opinion, the District complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major State projects for the year ended September 30, 2020.

121 Executive Circle
Daytona Beach, FL 32114-1180
Telephone: 386-257-4100

133 East Indiana Avenue
DeLand, FL 32724-4329
Telephone: 386-738-3300

5931 NW 1st Place
Gainesville, FL 32607-2063
Telephone: 352-378-1331

2477 Tim Gamble Place, Suite 200
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Report on Internal Control over Compliance

Management of the District is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit, we considered the District's internal control over compliance with the requirements that could have a direct and material effect on each major State project to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing our opinion on compliance for each major State project and to test and report on internal control over compliance in accordance with Chapter 10.550, Rules of the Auditor General, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a State project on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a State project will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a State project that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of Chapter 10.550, Rules of the Florida Auditor General. Accordingly, this report is not suitable for any other purpose.

James Moore & Co., P.L.

Gainesville, Florida
April 7, 2021

Attachment: SWFWMD - FY 2020 Comprehensive Annual Financial Report (12859 : SWFWMD Comprehensive Annual Financial Report FY 2020)

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
Schedule of Expenditures of Federal Awards and State Financial Assistance
Year ended September 30, 2020

Grantor/Pass through Agency	CFDA, CSFA Number	Grant ID #		Expenditures	Subrecipients
FEDERAL AWARDS					
U.S. Department of Homeland Security - Federal Emergency Management Agency (FEMA)					
Direct Program:					
FEMA	97.036	Z0537	FEMA	$ 64,683	$ -
Total U.S. Department of Homeland Security (FEMA)				64,683	-
Total Expenditures of Federal Awards				$ 64,683	$ -
STATE AWARDS					
Department of Environmental Protection					
Water Management Districts - Land Acquisition and Improvement:					
Florida Forever - Preacquisition	37.022	various	FFTF	$ 38,000	$ -
Florida Forever - Land Acquisition	37.022	various	FFTF	584,734	-
Land Acquisition Trust Fund	37.022	various	LATF	2,586,481	159,982
Total Program				3,209,215	159,982
Statewide Surface Water Restoration and Wastewater Projects:					
Rock Pond Ecosystem Restoration	37.039	W395	ECO	87,269	-
Weeki Wachee River Restoration Project	37.039	WW04	2018REV08	69,942	-
Total Program				157,211	-
Florida Springs Grant Program:					
Southwest Florida Springs Initiative Project Citrus County	37.052	P117	2016REV06	459,879	459,879
Southwest Florida Springs Initiative Project US 19 Reclaimed Water	37.052	N696	2016REV07	48,450	48,450
Southwest Florida Springs Initiative Project Polk Regional Water Cooperative	37.052	P920,1,2	2017REV06	78,843	78,843
Total Program				587,172	587,172
Water Protection and Sustainability Program:					
Surface Water Improvement and Management (SWIM)	37.066	various	WPSPTF	3,572	-
Total Program				3,572	-
Alternative Water Supply					
West Polk Lower Aquifer Deep Wells	37.100	N882	2020REV11	648,293	648,293
Southeast Wellfield	37.100	N905	2020REV10	1,424,000	1,424,000
Statewide Potable Reuse Campaign	37.100	P265	2020REV12	108,942	-
Total Program				2,181,235	2,072,293
Water Quality Enhancement and Accountability:					
Expanded and Enhanced Water Quality	37.105	C008	2020REV17	638,550	-
Total Program				638,550	-
Total Department of Environmental Protection				6,776,955	2,819,447
Total State Financial Assistance				$ **6,776,955**	$ **2,819,447**
Total Expenditures of Federal Awards and State Financial Assistance				$ **6,841,638**	$ **2,819,447**

See accompanying Notes to Schedule of Expenditures of Federal Awards and State Financial Assistance.

Attachment: SWFWMD - FY 2020 Comprehensive Annual Financial Report (12859 : SWFWMD Comprehensive Annual Financial Report FY 2020)

Attachment: SWFWMD - FY 2020 Comprehensive Annual Financial Report (12859 : SWFWMD Comprehensive Annual Financial Report FY 2020)

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

Notes to Schedule of Expenditures of Federal Awards and State Financial Assistance

September 30, 2020

(1) Basis of Presentation

The accompanying schedule of expenditures of federal awards and state financial assistance includes the federal and state grant activity of the Southwest Florida Water Management District and is presented on the modified accrual basis of accounting. The information in this schedule is presented in accordance with Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,* Section 215.97, *Florida Statues,* and Chapter 10.550, *Rules of the Auditor General.* Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in, the preparation of the basic financial statements.

(2) Administrative Cost Allowance

The Southwest Florida Water Management District has elected not to use the 10 percent de minimis indirect cost rate as outlined in the Uniform Guidance.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED SEPTEMBER 30, 2020

A. Summary of Auditors' Results:

Financial Statements

Type of audit report issued on the financial statements:	*Unmodified*	
Internal control over financial reporting:		
• Material weakness(es) identified?	____ Yes	X No
• Significant deficiency(ies) identified?	____ Yes	X None reported
Noncompliance material to financial statements noted?	____ Yes	X No

State Financial Assistance:

Internal control over major State projects:		
• Material weakness(es) identified?	____ Yes	X No
• Significant deficiency(ies) identified?	____ Yes	X None reported
Type of auditors' report issued on compliance for major state projects:	*Unmodified*	
Any audit findings disclosed that are required to be reported in accordance with Chapter 10.550?	____ Yes	X No
Dollar threshold used to distinguish between type A and type B programs:	$750,000	

Identification of major State projects:

CSFA Number	Project Name
37.022	Land Acquisition and Improvement
37.100	Alternative Water Supply

B. Financial Statement Findings: None.

C. State Projects Findings and Questioned Costs: None.

D. Summary Schedule of Prior Audit Findings: There were no audit findings for the year ended September 30, 2019.

E. Corrective Action Plan: Not applicable since no findings were reported.

Attachment: SWFWMD - FY 2020 Comprehensive Annual Financial Report (12859 : SWFWMD Comprehensive Annual Financial Report FY 2020)

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Management Letter

Attachment: SWFWMD - FY 2020 Comprehensive Annual Financial Report (12859 : SWFWMD Comprehensive Annual Financial Report FY 2020)

James Moore
Certified Public Accountants and Consultants

INDEPENDENT AUDITORS' MANAGEMENT LETTER REQUIRED BY CHAPTER 10.550, RULES OF THE STATE OF FLORIDA OFFICE OF THE AUDITOR GENERAL

The Members of the Governing Board,
Southwest Florida Water Management District:

Report on the Financial Statements

We have audited the financial statements of the Southwest Florida Water Management District (the District) as of and for the fiscal year ended September 30, 2020, and have issued our report thereon dated April 7, 2021.

Auditors' Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States; Section 215.97, Florida Statutes, Florida Single Audit Act; and Chapter 10.550, Rules of the Auditor General.

Other Reporting Requirements

We have issued our Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*, Independent Auditors' Report on Compliance for Each Major State Project and Report on Internal Control over Compliance in Accordance with Chapter 10.550, Rules of the Auditor General, Schedule of Findings and Questioned Costs; and Independent Accountants' Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports and schedule, which are dated April 7, 2021, should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding financial audit report. The District has no uncorrected prior audit findings that are required to be identified pursuant to the Rules of the Auditor General.

121 Executive Circle
Daytona Beach, FL 32114-1180
Telephone: 386-257-4100

133 East Indiana Avenue
DeLand, FL 32724-4329
Telephone: 386-738-3300

5931 NW 1st Place
Gainesville, FL 32607-2063
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2477 Tim Gamble Place, Suite 200
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Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The disclosure of this information is included in the notes to the financial statements.

Financial Condition and Management

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the District has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific condition(s) met. In connection with our audit, we determined that the District did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the District. It is management's responsibility to monitor the District's financial condition, and our financial condition assessment was based in part on representations made by management and review of financial information provided by same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

Monthly Financial Statements

Section 10.554(1)(i)6.a. and 10.556(9), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the District provided monthly financial statements to its governing board and made such monthly statements available for public access on its Web site. In connection with our audit, we determined that the District provided monthly financial statements to its governing board and made such monthly statements available for public access on its Web site.

Transparency

Sections 10.554(1)(i)6.b. and 10.556(9), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether the District provided a link on its Web site to the Florida Department of Financial Service's Web site to view the District's annual financial report submitted to the Department. In connection with our audit, we determined that the District provided a link on its Web site to the Florida Department of Financial Service's Web site.

Sections 10.554(1)(i)6.c. and 10.556(9), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether the District posted its tentative and final budgets on its Web site. In connection with our audit, we determined that the District posted its tentative and final budgets on its Web site.

Additional Matters

Section 10.554(1)(i)3, Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Board of Governors, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

James Moore & Co., P.L.

Gainesville, Florida
April 7, 2021

Attachment: SWFWMD - FY 2020 Comprehensive Annual Financial Report (12859 : SWFWMD Comprehensive Annual Financial Report FY 2020)

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Independent Accountants' Report

Attachment: SWFWMD - FY 2020 Comprehensive Annual Financial Report (12859 : SWFWMD Comprehensive Annual Financial Report FY 2020)

James Moore
Certified Public Accountants and Consultants

INDEPENDENT ACCOUNTANTS' EXAMINATION REPORT

The Members of the Governing Board,
Southwest Florida Water Management District:

We have examined the Southwest Florida Water Management District's (the District) compliance with Section 218.415, Florida Statutes, *Local Government Investment Policies,* for the year ended September 30, 2020. The District's management is responsible for compliance with those requirements. Our responsibility is to express an opinion on the District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied with Section 218.415, Florida Statutes, *Local Government Investment Policies*, for the year ended September 30, 2020, in all material respects. An examination involves performing procedures to obtain evidence about the District's compliance with those requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of risks of material noncompliance with those requirements, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

In our opinion, the Southwest Florida Water Management District complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2020.

James Moore & Co., P.L.

Gainesville, Florida
April 7, 2021

121 Executive Circle
Daytona Beach, FL 32114-1180
Telephone: 386-257-4100

133 East Indiana Avenue
DeLand, FL 32724-4329
Telephone: 386-738-3300

5931 NW 1st Place
Gainesville, FL 32607-2063
Telephone: 352-378-1331

2477 Tim Gamble Place, Suite 200
Tallahassee, FL 32308-4386
Telephone: 850-386-6184

Website: www.jmco.com | Email: info@jmco.com | Member of AGN International with offices in principal cities worldwide

Attachment: SWFWMD - FY 2020 Comprehensive Annual Financial Report (12859 : SWFWMD Comprehensive Annual Financial Report FY 2020)

Attachment: SWFWMD - FY 2020 Comprehensive Annual Financial Report (12859 : SWFWMD Comprehensive Annual Financial Report FY 2020)

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Unit Information

Unit Type: Special District

Year: 2020

Unit Name: Southwest Florida Water Management District

Unit Dependency: Independent

Unit Status: Active

Location Information

Name: Ms. Melisa J. Lowe

Title: Finance Bureau Chief

Phone: (352) 796-7211

Fax: (352) 754-3490

Address:

2379 Broad Street
Brooksville, FL 34604-6899

Contact Information

Name: Ms. Melisa J. Lowe

Title: Finance Bureau Chief

Phone: (352) 796-7211

Email: melisa.lowe@swfwmd.state.fl.us

Address:

2379 Broad Street
Brooksville, FL 34604-6899

AFR Details

Original AFR

AFR Status: In Progress

AFR Received Date:

Audit Received Date:

Submission Type:

Long-Term Debt Information

Long-Term Debt: $832,046

Audit Information

Was an audit performed? Yes

Audit Performed Date: 4/7/2021

Auditor Name: James Moore Certified Public Accountants and Consultants

Address: 5931 NW 1st Place, Gainesville, FL 32607-2063

Certification

Chief Financial Officer

Name: Melisa J. Lowe

Title: Finance Bureau Chief

Melisa J. Lowe

Chairman/Elected Official

Name: Kelly S. Rice

Title: Governing Board Chair

	Yes	No
Have You Experienced a Financial Emergency in this year?	☐	☒
If Yes, Have You Compiled With Section 218.503(2), Florida Statues?	☐	☐

Attachment: FY 2020 Signed Annual Financial Report (12859 : SWFWMD Comprehensive Annual

Revenues Report for FYE 2020

Account Code	General	Special Revenue	Debt Service	Capital Projects	Permanent	Enterprise	Internal Service	Pension	Trust	Component Units	Total
311000 - Ad Valorem Taxes	109,481,287			4,319,226							113,800,513
329000 - Other Permits, Fees & Special Assessments	2,039,821										2,039,821
331390 - Federal Grant - Other Physical Environment	64,683										64,683
331900 - Federal Grant - Other	53,568	70,614									124,182
334390 - State Grant - Other Physical Environment	10,216,567			622,734							10,839,301
334900 - State Grant - Other	2,124,224	307,164									2,431,388
337300 - Local Government Unit Grant - Physical Environment	1,180,534										1,180,534
341900 - Other General Government Charges and Fees	3,931										3,931
351900 - Judgments and Fines - Other Court Ordered	157,278										157,278
361100 - Interest	8,273,569	153,889		143,386							8,570,844
361300 - Net Increase (Decrease) in Fair Value of Investments	5,543,768										5,543,768
362000 - Rents and Royalties	141,921										141,921
364000 - Disposition of Fixed Assets	2,277,554			4,545,388							6,822,942
367000 - Licenses	2,175										2,175
369900 - Other Miscellaneous Revenues	614,370										614,370
383000 - Installment Purchases & Capital Lease Proceeds	368,662										368,662
Grand Total	142,543,912	531,667		9,630,734							152,706,313

Attachment: FY 2020 Signed Annual Financial Report (12859 : SWFWMD Comprehensive Annual

Expenditures Report for FYE 2020

Account/Object Code	General	Special Revenue	Debt Service	Capital Projects	Permanent	Enterprise	Internal Service	Pension	Trust	Component Units	Total
511.10 - Legislative - Personnel Services	22,335										22,335
511.30 - Legislative - Operating Expenses	16,098										16,098
512.10 - Executive - Personnel Services	1,616,402										1,616,402
512.30 - Executive - Operating Expenses	84,388										84,388
513.10 - Financial and Administrative - Personnel Services	3,612,801										3,612,801
513.30 - Financial and Administrative - Operating Expenses	5,084,136	1,689									5,085,825
514.10 - Legal Counsel - Personnel Services	1,286,566										1,286,566
514.30 - Legal Counsel - Operating Expenses	183,636										183,636
517.70 - Debt Service Payments - Debt Service	313,913										313,913
518.30 - Pension Benefits - Operating Expenses	3,584,243	4,371									3,588,614
519.10 - Other General Government - Personnel Services	2,746,014										2,746,014
519.30 - Other General Government - Operating Expenses	3,624,359			143,710							3,768,069
519.60 - Other General Government - Capital Outlay	765,701			1,832,717							2,598,418
537.10 - Conservation/Resource Management - Personnel Services	36,681,600	53,025									36,734,625
537.30 - Conservation/Resource Management - Operating Expenses	18,353,039	472,582									18,825,621
537.60 - Conservation/Resource Management - Capital Outlay	4,502,344			710,787							5,213,131
537.80 - Conservation/Resource Management - Grants and Aids	58,078,159										58,078,159
584.60 - Capital Lease Acquisitions - Capital Outlay	368,662										368,662
Grand Total	140,924,396	531,667		2,687,214							144,143,277

Attachment: FY 2020 Signed Annual Financial Report (12859 : SWFWMD Comprehensive Annual

Data Element Worksheet Report for FYE: 2020, Southwest Florida Water Management District

Attachment: FY 2020 Signed Annual Financial Report (12859 : SWFWMD Comprehensive Annual

Affiliated Entity	Type	Total Revenues	Total Expenditures	Total Debt

Attachment: FY 2020 Signed Annual Financial Report (12859 : SWFWMD Comprehensive Annual

AGENDA MEMORANDUM

FROM:	Randall Olney, Public Works Director
SUBJECT:	Acknowledgement of Airport Hangar Lease Agreement(s)
AGENDA DATE:	**June 08, 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: Mr. Paul Duck (Excell Partners Inc) leasing unit 2-A at Crystal River Airport.
Tenant: Mr. Jochen Foerster leasing unit 2-B at Crystal River Airport.
Tenant: Mr. Craig and Mrs. Valerie Harnden leasing unit 2-C at Crystal River Airport.
Tenant: Mr. Ken Medlin leasing unit 2-D at Crystal River Airport.
Tenant: Mr. Todd Moerchen (Cherokee 44813 LLC) leasing unit 2-E at Crystal River Airport.
Tenant: Mr. Tom DeMaeyer (Delta Epsilon Aircraft Sales) leasing unit 2-F at Crystal River Airport.
Tenant: Mr. Howard Cox leasing unit 2-G at Crystal River Airport.
Tenant: Mr. Casey Gaul (Florida Aircraft Marketing LLC) leasing unit 2-H at Crystal River Airport.
Tenant: Mr. Jeremy Bush leasing unit 2-J at Crystal River Airport.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
001-115201	Aviation				$0

The potential annual revenue income is $37,822.08.

RECOMMENDED ACTION:

Staff requests that the Board of County Commissioners acknowledge the attached, executed T-Hangar lease agreement(s) with Excell Partners Inc, (Mr. Paul Duck), Mr. Jochen Foerster, Mr. Craig and Mrs. Valerie Harnden, Mr. Ken Medlin, Cherokee 44813 LLC, (Mr. Todd Moerchen), Delta Epsilon Aircraft Sales, (Mr. Tom DeMaeyer), Mr. Howard Cox, Florida Aircraft Marketing LLC, (Mr. Casey Gaul), and Mr. Jeremy Bush.

T-HANGAR LEASE AGREEMENT

(For lease of County-owned and operated Hangars)

This Agreement, is made this 29th day of April **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 **Excell Partners Inc.,** a Delaware Corporation, as **Lessee**, whose address is 530 N Suncoast Blvd Crystal River FL 34429.

Section 1. Hangar and Purpose. The Lessor hereby leases to the Lessee T-Hangar **Unit 2-A** at 520 North Lindbergh Drive, Crystal River, Florida 34423, located on the Crystal River 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 **May 1, 2021** and end on **April 30, 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 **$436.88 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 **$345.77** (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 (12874 : 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 Crystal River 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 provision is grounds for immediate termination of this Agreement without further notice. If the Lessee wishes

Attachment: Supporting Docs (12874 : Acknowledgement of Airport Hangar Lease Agreement(s))

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 (12874 : 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 (12874 : 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 (12874 : 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 (12874 : 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: 4/29/2021

LESSEE:

EXCELL PARTNERS INC., a Delaware Corporation

Paul Duck, President

Date: 3/24/2021

STATE OF FLORIDA
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 24 day of March, 2021, by Paul Duck, as President of Excell Partners Inc., a Delaware Corporation, who is personally known to me or who produced FLDL as identification.

Witness my hand and official seal this 24th day of March, 2021.

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

Kelly R Miller
Notary Public, State of Florida
Printed Name: Kelly R. Miller
Commission No: GG 913853
Expiration Date: Sept 17, 2023

Attachment: Supporting Docs (12874 : Acknowledgement of Airport Hangar Lease Agreement(s))

T-HANGAR LEASE AGREEMENT

(For lease of County-owned and operated Hangars)

This Agreement, is made this 29th day of April **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 **Jochen Foerster,** as **Lessee**, whose address is 936 N Man O War Dr Inverness FL 34453.

Section 1. Hangar and Purpose. The Lessor hereby leases to the Lessee T-Hangar **Unit 2-B** at 520 North Lindbergh Drive, Crystal River, Florida 34423, located on the Crystal River 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 **May 1, 2021** and end on **April 30, 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 **$318.75 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 **$318.75** (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 (12874 : 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 Crystal River 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 provision is grounds for immediate termination of this Agreement without further notice. If the Lessee wishes

Attachment: Supporting Docs (12874 : Acknowledgement of Airport Hangar Lease Agreement(s))

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.

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.

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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.*

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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.

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.

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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.

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.

Attachment: Supporting Docs (12874 : Acknowledgement of Airport Hangar Lease Agreement(s))

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 (12874 : 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: 4/29/2021

LESSEE:

Jochen Foerster

Date: 3/25/2021

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 March, 2021, by Jochen Foerster, who is personally known to me or who produced FLDL as identification.

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

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

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

Attachment: Supporting Docs (12874 : Acknowledgement of Airport Hangar Lease Agreement(s))

T-HANGAR LEASE AGREEMENT

(For lease of County-owned and operated Hangars)

This Agreement, is made this 29th day of April 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 **Craig Harnden and Valerie Harnden,** his wife, as **Lessees**, whose address is 10 Captains Cove Rd Inglis FL 34449.

Section 1. Hangar and Purpose. The Lessor hereby leases to the Lessee T-Hangar **Unit 2-C** at 520 North Lindbergh Drive, Crystal River, Florida 34423, located on the Crystal River 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 **May 1, 2021** and end on **April 30, 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 **$318.75 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 **$318.75** (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 (12874 : 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 Crystal River 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 provision is grounds for immediate termination of this Agreement without further notice. If the Lessee wishes

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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.

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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.

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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.

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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.

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LESSOR:

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

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

Date: 4/29/2021

LESSEE:

Craig A Harnden
Craig Harnden

Date: MARCH 18, 2021

LESSEE:

Valerie Harnden
Valerie Harnden

Date: March 18, 2021

STATE OF FLORIDA
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 18 day of March, 2021 by Craig + Valerie Harnden, who is personally known to me or who produced FL DR as identification.

Witness my hand and official seal this 18 day of MARCH, 2021.

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

Kelly R Miller
Notary Public, State of Florida
Printed Name: Kelly R. Miller
Commission No: GG 913853
Expiration Date: Sept. 17, 2023

Attachment: Supporting Docs (12874 : Acknowledgement of Airport Hangar Lease Agreement(s))

T-HANGAR LEASE AGREEMENT

(For lease of County-owned and operated Hangars)

This Agreement, is made this 29th day of April 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 **Ken Medlin,** as **Lessee**, whose address is 983 SE 1st Ct Crystal River FL 34429.

Section 1. Hangar and Purpose. The Lessor hereby leases to the Lessee T-Hangar **Unit 2-D** at 520 North Lindbergh Drive, Crystal River, Florida 34423, located on the Crystal River 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 **May 1, 2021** and end on **April 30, 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 **$318.75 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 **$318.75** (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.

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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 Crystal River 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 provision is grounds for immediate termination of this Agreement without further notice. If the Lessee wishes

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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.

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.

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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.

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.

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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.

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.

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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.

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:

Attachment: Supporting Docs (12874 : Acknowledgement of Airport Hangar Lease Agreement(s))

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

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

Date: 4/29/2021

LESSEE:

Ken Medlin

Ken Medlin

Date: 3-17-2021

STATE OF FLORIDA
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 17 day of March, 2021, by Ken Medlin, who is personally known to me or who produced FL DL as identification.

Witness my hand and official seal this 17 day of March, 2021.

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

Kelly R Miller
Notary Public, State of Florida
Printed Name: Kelly R. Miller
Commission No: GG 913853
Expiration Date: Sept 17, 2023

Attachment: Supporting Docs (12874 : Acknowledgement of Airport Hangar Lease Agreement(s))

T-HANGAR LEASE AGREEMENT

(For lease of County-owned and operated Hangars)

This Agreement, is made this 29th day of April **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 **Cherokee 44813, LLC.,** a Florida Limited Liability Company, as **Lessee**, whose address is 369 Mears Blvd Oldsmar FL 34677.

Section 1. Hangar and Purpose. The Lessor hereby leases to the Lessee T-Hangar **Unit 2-E** at 520 North Lindbergh Drive, Crystal River, Florida 34423, located on the Crystal River 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 **May 1, 2021** and end on **April 30, 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 **$365.58 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 **$365.58** (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.

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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 Crystal River 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 provision is grounds for immediate termination of this Agreement without further notice. If the Lessee wishes

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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.

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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.

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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.*

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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.

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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 (12874 : 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 (12874 : 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: 4/29/2021

LESSEE:

CHEROKEE 44813, LLC., a Florida Limited Liability Company

Todd Moerchen Manager
Todd Moerchen, Manager

Date: 3-16-21

STATE OF FLORIDA
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 16 day of March, 2021, by Todd Moerchen, as Manager of Cherokee 44813, LLC., a Florida Limited Liability Company, who is personally known to me or who produced FL DL as identification.

Witness my hand and official seal this 16th day of March, 2021.

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

Kelly R Miller
Notary Public, State of Florida
Printed Name: Kelly R. Miller
Commission No: GG 913853
Expiration Date: Sept 17, 2023

Attachment: Supporting Docs (12874 : Acknowledgement of Airport Hangar Lease Agreement(s))

T-HANGAR LEASE AGREEMENT

(For lease of County-owned and operated Hangars)

This Agreement, is made this 29th day of April **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 **Delta Epsilon Aircraft Sales, LLC.,** a Florida Limited Liability Company, as **Lessee**, whose address is 123 S Poinsettia Ter Crystal River FL 34429.

Section 1. Hangar and Purpose. The Lessor hereby leases to the Lessee T-Hangar **Unit 2-F** at 520 North Lindbergh Drive, Crystal River, Florida 34423, located on the Crystal River 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 **May 1, 2021** and end on **April 30, 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 **$436.88 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 **$436.88** (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 (12874 : 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 Crystal River 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 provision is grounds for immediate termination of this Agreement without further notice. If the Lessee wishes

Attachment: Supporting Docs (12874 : Acknowledgement of Airport Hangar Lease Agreement(s))

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 (12874 : 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 (12874 : 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 (12874 : 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 (12874 : 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: 4/29/2021

LESSEE:

DELTA EPSILON AIRCRAFT SALES, LLC., a Florida Limited Liability Company

Tom Demaeyer, Authorized Member

Date: 20 Mar 21

STATE OF FLORIDA
COUNTY OF ~~CITRUS~~ Broward S.L.

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 20th day of March, 2021, by Thomas De Maeyer, as authorized member of Delta Epsilon Aircraft Sales, LLC., a Florida Limited Liability Company, who is personally known to me or who produced FL DL as identification.

Witness my hand and official seal this 20th day of March, 2021.

STEVEN JUDE LEONE
Notary Public - State of Florida
Commission #GG965534
My Comm. Expires Mar 24, 2024
Bonded Through National Notary Assn.

Notary Public, State of Florida
Printed Name: Steven Leone
Commission No: GG965543
Expiration Date: 3/24/24

Attachment: Supporting Docs (12874 : Acknowledgement of Airport Hangar Lease Agreement(s))

T-HANGAR LEASE AGREEMENT

(For lease of County-owned and operated Hangars)

This Agreement, is made this 29th day of April **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 **Howard Cox,** as **Lessee**, whose address is 1567 SE Lake Evelyn Ave Crystal River FL 34429**.**

Section 1. Hangar and Purpose. The Lessor hereby leases to the Lessee T-Hangar **Unit 2-G** at 520 North Lindbergh Drive, Crystal River, Florida 34423, located on the Crystal River 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 **May 1, 2021** and end on **April 30, 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 **$318.75 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 **$318.75** (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 (12874 : 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 Crystal River 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 provision is grounds for immediate termination of this Agreement without further notice. If the Lessee wishes

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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.

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.

Attachment: Supporting Docs (12874 : Acknowledgement of Airport Hangar Lease Agreement(s))

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.

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.

Attachment: Supporting Docs (12874 : Acknowledgement of Airport Hangar Lease Agreement(s))

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.

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.

Attachment: Supporting Docs (12874 : Acknowledgement of Airport Hangar Lease Agreement(s))

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 (12874 : 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: 4/29/2021

LESSEE:

Howard Cox

Date: 3/16/2021

STATE OF FLORIDA
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 16 day of March, 2021, by Howard Cox, who is personally known to me or who produced FL DL as identification.

Witness my hand and official seal this 16th day of March, 2021.

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

Kelly R. Miller
Notary Public/State of Florida
Printed Name: Kelly R. Miller
Commission No: GG 913853
Expiration Date: Sept 17, 2023

Attachment: Supporting Docs (12874 : Acknowledgement of Airport Hangar Lease Agreement(s))

T-HANGAR LEASE AGREEMENT

(For lease of County-owned and operated Hangars)

This Agreement, is made this 5 day of May **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 **Florida Aircraft Marketing, LLC.,** a Florida Limited Liability Company, as **Lessee**, whose address is 13100 116th St, Largo Florida 33778.

Section 1. Hangar and Purpose. The Lessor hereby leases to the Lessee T-Hangar **Unit 2-H** at 520 North Lindbergh Drive, Crystal River, Florida 34423, located on the Crystal River 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 **May 1, 2021** and end on **April 30, 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 **$318.75 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 **$318.75** (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 (12874 : 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 Crystal River 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 provision is grounds for immediate termination of this Agreement without further notice. If the Lessee wishes

Attachment: Supporting Docs (12874 : Acknowledgement of Airport Hangar Lease Agreement(s))

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.

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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.

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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 (12874 : 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 (12874 : 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: 5/3/2021

LESSEE:

FLORIDA AIRCRAFT MARKETING, LLC., a Florida Limited Liability Company

Casey Gaul, Manager

Date: 04-15-21

STATE OF FLORIDA
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 15TH day of APRIL, 2021, by CASEY GAUL, as MANAGER of Florida Aircraft Marketing, LLC., a Florida Limited Liability Company, who is personally known to me or who produced FLORIDA DRIVER'S LICENSE as identification.

Witness my hand and official seal this 15TH day of APRIL, 2021.

AMBER YORI
Notary Public
State of Wisconsin

Notary Public, State of Florida WISCONSIN
Printed Name: AMBER YORI
Commission No:
Expiration Date: APRIL 3, 2024

Attachment: Supporting Docs (12874 : Acknowledgement of Airport Hangar Lease Agreement(s))

T-HANGAR LEASE AGREEMENT

(For lease of County-owned and operated Hangars)

This Agreement, is made this 29th day of April **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 **Jeremy Bush,** as **Lessee**, whose address is 12 Holly Ct Homosassa FL 34446.

Section 1. Hangar and Purpose. The Lessor hereby leases to the Lessee T-Hangar **Unit 2-J** at 520 North Lindbergh Drive, Crystal River, Florida 34423, located on the Crystal River 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 **May 1, 2021** and end on **April 30, 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 **$318.75 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 **$318.75** (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 (12874 : 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 Crystal River 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 provision is grounds for immediate termination of this Agreement without further notice. If the Lessee wishes

Attachment: Supporting Docs (12874 : Acknowledgement of Airport Hangar Lease Agreement(s))

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.

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.

Attachment: Supporting Docs (12874 : Acknowledgement of Airport Hangar Lease Agreement(s))

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.

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.

Attachment: Supporting Docs (12874 : Acknowledgement of Airport Hangar Lease Agreement(s))

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.

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.

Attachment: Supporting Docs (12874 : Acknowledgement of Airport Hangar Lease Agreement(s))

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 (12874 : 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: 4/29/2021

LESSEE:

Jeremy Bush

Date: 3/16/21

STATE OF FLORIDA
COUNTY OF CITRUS

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 16 day of March 2021, 2021, by Jeremy Bush, who is personally known to me or who produced _____ as identification.

Witness my hand and official seal this 21 day of March, 2021.

HOLLY GIGUERE
Notary Public - State of Florida
Commission # GG 953359
My Comm. Expires Feb 13, 2024
Bonded through National Notary Assn.

Notary Public, State of Florida
Printed Name: Holly Giguere
Commission No: GG 953359
Expiration Date: 2/13/2024

Attachment: Supporting Docs (12874 : Acknowledgement of Airport Hangar Lease Agreement(s))

AGENDA MEMORANDUM

FROM:	Todd Dunn, Systems Management Director
SUBJECT:	Public Records Report
AGENDA DATE:	**June 08, 2021**

BRIEF OVERVIEW:

Acknowledge receipt of the monthly Public Records Request report for March & April 2021

BUDGET IMPACT/FUNDING SOURCE:

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

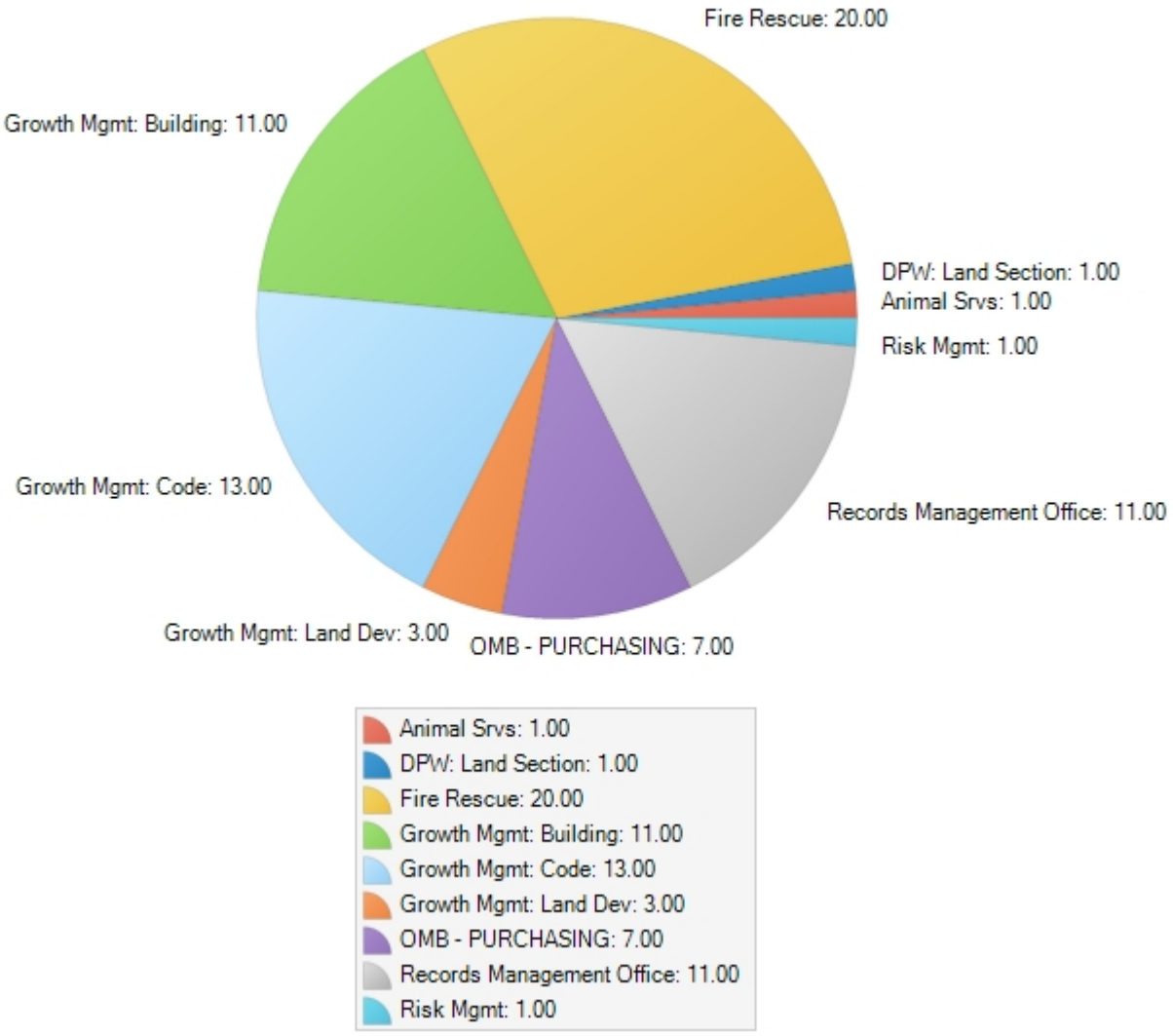
RECOMMENDED ACTION:

Acknowledge receipt of the monthly Public Records Request report for March & April 2021

Public Records Requests - Monthly Report

Run Date: 05/04/2021 4:02 PM

Public Records Requests: MARCH 2021



Attachment: PublicRecordsRpt_March2021 (12897 : Public Records Report)

(Not Specified)

Reference No	Records Requested	Public Records	Email Terms	Assigned Dept	Request Status	Create Date	Close Date	Customer Full Name
G004780-030321				Records Management Office	Directed to Portal	3/3/2021	3/3/2021	
G004798-030921				Records Management Office	Directed to Portal	3/9/2021	3/9/2021	
G004822-031921				Records Management Office	Directed to Portal	3/19/2021	3/19/2021	Steven Saperstein
G004847-032921				Records Management Office	Directed to Portal	3/29/2021	3/29/2021	
							Total Requests: 4	

Email Search

Reference No	Records Requested	Public Records	Email Terms	Assigned Dept	Request Status	Create Date	Close Date	Customer Full Name
W004653-011521			All emails to/from Commissioner Holly Davis. All emails to/from Commissioner Ruthie Davis Schlabach. Please provide each week's emails on Friday in a zip file for the following weeks:	Records Management Office	Full Release	1/15/2021	3/5/2021	Managing Edi Jeff Bryan
							Total Requests: 1	

Public Records Request

Reference No	Records Requested	Public Records	Email Terms	Assigned Dept	Request Status	Create Date	Close Date	Customer Full Name
W004728-021221	Bid Records	Citrus County RFQ # 21-029: We would be interested in obtaining more information on TRC's score in the evaluation of the qualifications packages, where and why we came in lower than others. Obtaining feedback is important to our business and is helpful moving forward. Also, please provide copies of the top two scoring packages (Geo-Syntec and APTIM).		OMB - PURCHASING	Full Release	2/12/2021	3/1/2021	Vice Presiden Elizabeth Den
W004740-021921	Lease Agreements	Request a copy of all non-profit leases held with the County.		DPW: Land Section	Full Release	2/19/2021	3/9/2021	Sabrina Watso

Attachment: PublicRecordsRpt_March2021 (12897 : Public Records Report)

Public Records Request

Reference No	Records Requested	Public Records	Email Terms	Assigned Dept	Request Status	Create Date	Close Date	Customer Full Name
W004743-021921	Building Permit Records	Needs site plan and building plans for permit # 201701467		Growth Mgmt: Building		2/19/2021	3/11/2021	Leslie Landha
W004744-021921	RFQ Request for Quote	I am requesting the following items in regards to RFP 20-062: 1. A complete copy of each RFP response and financial offer from each bidder, except GTL's RFP response. We understand that information marked confidential will be redacted. 2. Scoring documentation, including criteria and methodology, evaluators summary and individual evaluators' comments. 3. Communication that assisted in the award, i.e., emails, phone records, letters, faxes, etc. 4. A copy of the fully executed, current contract with the winning vendor.		OMB - PURCHASING	Full Release	2/19/2021	3/1/2021	Monique McCartney
W004752-022321	Bid Records	We would like to request 1.) Copies of the Counties bid/technical reviews and 2,) Copy of the top 3 RFQ submittals (Geosyntec, APTIM E&I, LLC, and Cardno, Inc.) for the Citrus County RFQ #21-029 Environmental Consultant Services for the Citrus County Fire Training Facility Contaminant Assessment		OMB - PURCHASING	Full Release	2/23/2021	3/1/2021	Sr. Remediati Engineer Don Cline
W004758-022421	Code Compliance	copy of code violation case for property 8660 E Henderson trail, Inverness		Growth Mgmt: Code	Full Release	2/24/2021	3/1/2021	Kari
W004760-022421	Code Compliance	Please forward a copy of a request for forgiveness for lien and the County Administrator's response back for Case No. 101995. This could fall under County Administrator records as well.		Growth Mgmt: Code	Full Release	2/24/2021	3/1/2021	Mr Clark Stillw
W004761-022421	Animal Services Records	1. A copy of photos taken at Out of the Box Rescue from their inspection on or around January 13, 2021. 2. A copy of photos taken of the dogs seized following the inspection that took place on or around January 13, 2021 - photos taken at Citrus County Animal Services, which show the condition of the dogs immediately following their seizure from Out of the Box Rescue, including BUT NOT LIMITED TO, the dogs that originally came from Orange County Animal Services in Orlando, Fl. 3. Citrus County's medical records of Kodak, Samson, Ajax, Sherlock, and Jimbo. Records may be sent electronically via emails, or mailed by disk, flash drive.		Animal Srvs	Full Release	2/24/2021	3/5/2021	

Attachment: PublicRecordsRpt_March2021 (12897 : Public Records Report)

Public Records Request

Reference No	Records Requested	Public Records	Email Terms	Assigned Dept	Request Status	Create Date	Close Date	Customer Full Name
W004762-022421	Code Compliance	Copy of code case for property 7327 E Gospel Island Road.		Growth Mgmt: Code	Full Release	2/24/2021	3/1/2021	Jerry Krull
W004765-022521	Public Safety Information	Any publicly available accident or incident records regarding the transit services department and its operations. Not specific to vehicular activity but to include any and all personnel working in the department with accidents or incidents that are considered workplace related. This is in anticipation of interview for available position, so any documentation that would help a candidate discuss elements of the division at the director level.		Risk Mgmt	Full Release	2/25/2021	3/1/2021	J. Shane Adc
W004767-022521	Code Compliance	Complaint about chickens; case #2134151, property address 155 W Hollyfern.		Growth Mgmt: Code	Full Release	2/25/2021	3/1/2021	Brice Sesler
W004769-022521	Code Compliance	Violations called in on address 2170 w Austin dr, citrus springs FL 34434. With name of caller. case number 2133741		Growth Mgmt: Code	Full Release	2/25/2021	3/1/2021	Requestor
W004772-030121	Building Permit Records	88 Oak Village Blvd. South and I truly need a copy of the house plans		Growth Mgmt: Building	No Responsive Records	3/1/2021	3/9/2021	Ms. Martha Rodriguez-Ec
W004773-030121	RFP Request for Proposal	Please provide all proposals submitted and detailed reviewer's scoring for RFQ 21-029 - Environmental Consultant Services for the Citrus County Fire Training Facility. My email receipt size is limited to 15MB, please send information in multiple emails if required.		OMB - PURCHASING	Full Release	3/1/2021	3/1/2021	Sr. Operations Manager Don Lewis
W004774-030121	Planning Review Board Meeting Minutes	audio of PDC meeting on 02/18/21		Growth Mgmt: Land Dev	Full Release	3/1/2021	3/5/2021	Mr James Adams
W004775-030121	Fire Reports	Request the NFIRS report , Ambulance run report and billing statement		Fire Rescue	Full Release	3/1/2021	3/1/2021	Jessica Walsh
W004776-030121	Bid Records	RFQ #21-029 Environmental Consultant Services for the Citrus County Fire Training Facility Contaminant Assessment. We are seeking evaluation comments associated with the scores each bidder received.		OMB - PURCHASING	Full Release	3/1/2021	3/5/2021	Marketing Manager Melinda Lashl
W004777-030221	Code Compliance	Code compliance report 11020 e sailfish way		Growth Mgmt: Code	Full Release	3/2/2021	3/9/2021	Requestor

Attachment: PublicRecordsRpt_March2021 (12897 : Public Records Report)

Public Records Request

Reference No	Records Requested	Public Records	Email Terms	Assigned Dept	Request Status	Create Date	Close Date	Customer Full Name
W004778-030321	Fire Reports	BFAEI Case Number: 47-21-542 Agency Case Number: 2021-973 - Citrus County Fire Rescue Please e-mail or fax a copy of your report on the following information: Date of incident: 02/17/21, Address: 2180 S Strohs Ter, Homosassa, FL, 34448 , Type of incident: Single Wide Mobile Home.		Fire Rescue	Full Release	3/3/2021	3/5/2021	Sondra Mutch
W004779-030321	Fire Reports	Good morning Nancy, Requesting your latest dating back to your last email on 2/19/2021. Thank you as always, Joey Sharkey		Fire Rescue	Full Release	3/3/2021	3/5/2021	Joey Sharkey
W004781-030421	Fire Reports	BFAEI Case Number: 47-21-554 Agency Case Number: 2021-000984 - Citrus County Fire Rescue Please e-mail or fax a copy of your report on the following information: Date of incident: 02/17/21, Address: 5185 S Alligator Pl, Floral City, FL, 34436 , Type of incident: Single Story Wood Frame Dwelling.		Fire Rescue	Full Release	3/4/2021	3/5/2021	Sondra Mutch
W004783-030521	Planning Review Board Meeting Minutes	audio of PDC meeting 3/4/21 (specifically application CU-21-01)		Growth Mgmt: Land Dev	Full Release	3/5/2021	3/9/2021	Barbara Drisc
W004784-030521	Advisory Board Meeting Minutes	PDC meeting minutes from October 4, 2018		Growth Mgmt: Land Dev	Full Release	3/5/2021	3/9/2021	Jon Weichma
W004785-030721	Other	Fitch Report. Report created by Fitch & Associates for Nature Coast Coast Emergency Medical Services regarding BOCC contract compliance.		Records Management Office	No Responsive Records	3/7/2021	3/9/2021	Requestor
W004786-030721	Fire Reports	Good Morning, I am currently investigating a fatal traffic crash that occurred 1/16/2021 around 2:03AM on County Road 495, south of West Pine Bluff Street. I respectfully request any EMS reports regarding this incident if possible. If you need additional information, please let me know. Thank you.		Fire Rescue	Full Release	3/7/2021	3/9/2021	Jason Stavro
W004788-030821	Other	What did Citrus County Fire Rescue budget for fuel over the past three fiscal years, and what was actually spent? What is the total fuel budget for the county over the past five fiscal years and what was actually spent salary and benefits of all For CCFR captains and lieutenants. UPDATE: Salary and health insurance. salary and benefits for BOCC, directors only.		Records Management Office	Full Release	3/8/2021	3/10/2021	Managing Edi Jeff Bryan

Attachment: PublicRecordsRpt_March2021 (12897 : Public Records Report)

Public Records Request

Reference No	Records Requested	Public Records	Email Terms	Assigned Dept	Request Status	Create Date	Close Date	Customer Full Name
W004789-030821	Fire Reports	Please email the fire report of the address 152 N. Gulf Ave Crystal River The date was 02/25/2021		Fire Rescue	Full Release	3/8/2021	3/9/2021	Shyana Semp
W004790-030821	Building Permit Records	Copy of all inspections and documents for permit # 202004322		Growth Mgmt: Building	Full Release	3/8/2021	3/9/2021	Cassie Sykes
W004791-030821	Fire Reports	Request a email copy of the fire report from the address 8643 E Marvin St Floral City. Date of loss discovered 2/21/2021		Fire Rescue	Full Release	3/8/2021	3/9/2021	
W004792-030921	Public Safety Information	I'm looking for information on 12350 N. Goldie point, Dunnellon, 34433 specifically, if there have been criminal activities at the property, list of fines, liens, or violation from the county.		Records Management Office	Redirected:BOCC Webpage	3/9/2021	3/9/2021	Maria Victoria alonso
W004793-030921	Fire Reports	Request a copy of the fire report from the address of 8632 N Farrington Dr. Dunnellon Date of loss is 5/21/2020.		Fire Rescue	Full Release	3/9/2021	3/9/2021	Steven Saperstein
W004794-030921	Fire Reports	Fire Marshall inspection		Fire Rescue	Redirected:Other Custodian	3/9/2021	3/9/2021	Steven Saperstein
W004795-030921	Code Compliance	Copy of Code Case # 2134074 via email.		Growth Mgmt: Code	Full Release	3/9/2021	3/9/2021	Jacjie Jonker
W004797-030921	Building Permit Records	Requested copies of all permits & Documents and plans on 8011 W Miss Maggie Drive Homosassa, Fl.		Growth Mgmt: Building	Full Release	3/9/2021	3/30/2021	Alisha West
W004799-030921	Building Permit Records	Requested Electrical plan only for permit # 200501394		Growth Mgmt: Building	Full Release	3/9/2021	3/10/2021	Brent Hoyt
W004800-030921	Code Compliance	Copy of code case #2135101, property address 9244 E. Briar court.		Growth Mgmt: Code	Full Release	3/9/2021	3/15/2021	Allen Katz
W004801-031021	Other	livestock complaint		Growth Mgmt: Code	Cancelled:Duplicate Request	3/10/2021	3/16/2021	Paul Burgess
W004802-031021	Bid Records	RFP 20-062, Inmate Communication Systems & Services 1) RFP Scoring Details related to the proposal, vendor presentations and the best and final offer phase of the evaluation process, including the final score and vendor award decision. 2) A copy of the winning proposal, presentation, presentation handouts (if any) and any subsequent correspondence, including any best and final offer. 3) Copies of the proposals submitted by other vendors 4) A copy of the contract resulting from the RFP (once executed)		OMB - PURCHASING	Full Release	3/10/2021	3/16/2021	Technical Proposal Writ Jeanne Water

Attachment: PublicRecordsRpt_March2021 (12897 : Public Records Report)

Public Records Request

Reference No	Records Requested	Public Records	Email Terms	Assigned Dept	Request Status	Create Date	Close Date	Customer Full Name
W004803-031021	Other	I'd like all the information regarding any complaints, including who made complaints for: 7706 North Brahma Terrace, Crystal River, FL 34428. There is one Case# I have knowledge of 2131772 with the Board of County Commissioners. I'd like all records associated with this case#. If there is some way to find this online without a request, please let me know.		Growth Mgmt: Code	Full Release	3/10/2021	3/15/2021	Amber Shinau
W004804-031021	Code Compliance	Who has made a complaint and what was the original complaint for: 7830 N BRAHMA TER, Crystal River, Florida. I'd also like to know all complaints for properties on North Brahma Terrace, Crystal River, FL 34428 from 2020 to 2021.		Growth Mgmt: Code	Full Release	3/10/2021	3/16/2021	Amber Shinau
W004805-031021	Other	record of encumberance filing by elite roofing or jason bellville against citrus county property located at 4438 n ficus drive beverly hills fl 34465		Records Management Office	Redirected:Other Custodian	3/10/2021	3/11/2021	jeff kowal
W004806-031121	Building Permit Records	Copy of permit application, documents and plans for permit # 201705114		Growth Mgmt: Building	Full Release	3/11/2021	3/30/2021	April Millard
W004808-031221	Bid Records	Can I get the extended bid tabulation reports for these projects in Citrus County? (I already have the BID OPENING results, so I don't need those.) 20-040 CR 39 to River Bluff 20-007 Rich St to Donovan St 19-0640 -2019 Mason Creek Forcemain		OMB - PURCHASING	Full Release	3/12/2021	3/15/2021	Wenona
W004809-031221	Fire Reports	Please find attached our formal request for the following: 1. Complete copies of the run report, Run No. 21-00004473, involving the care, treatment and transportation to Citrus Memorial Hospital of the above named, individuals. 2. Complete copies of any other reports generated by Citrus County Fire Rescue relating to the response to the crash and Run No. 21-00004473. 3. Complete copies of any and all CAD reports relating to the complaint of the motor vehicle crash and/or crashes the cause the generation of Run No. 21-00004473. 4. Copies of any and all 911 calls relating to the complaint of the motor vehicle crash and/or crashes the cause the generation of Run No. 21-00004473.		Fire Rescue	Full Release	3/12/2021	3/15/2021	Investigator Doyle Springfi

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Public Records Request

Reference No	Records Requested	Public Records	Email Terms	Assigned Dept	Request Status	Create Date	Close Date	Customer Full Name
W004810-031221	Fire Reports	Good Afternoon, Please accept this email as a formal request for the fire department report for the following: Incident Address: 42 South Lucille Street, Beverly Hills, FL 34465 Date of Occurrence: 03/09/21 Thank you, Keli Langley Marketing & Development Coordinator		Fire Rescue	Full Release	3/12/2021	3/16/2021	Keli Langley
W004811-031521	Code Compliance	Copy of Code Case # 2129206 for address 3744 E Diamond Ln		Growth Mgmt: Code	Full Release	3/15/2021	3/15/2021	Daniel Sykes
W004813-031521	Building Permit Records	Copy of plans for permit # 23362		Growth Mgmt: Building	Full Release	3/15/2021	3/16/2021	Taila Harper
W004814-031621	Fire Reports	Fire report request for 2676 E Harley St Inverness. Date of loss 11/29/2019		Fire Rescue	Full Release	3/16/2021	3/16/2021	
W004818-031721	Other	I'd like the name of the caller that complained to the Commissioner about 3 properties on North Brahma Terrace. Code_Case_#2131772 Code_Case_#2134229 Code_Case_#2134230 Therefore, I will need the information from the calls before it reached code compliance.		Records Management Office	Full Release	3/17/2021	3/24/2021	Amber Shinau
W004819-031821	Fire Reports	Request for the fire report for 60 Blackwillow St Homosassa Date of loss 4/23/2017		Fire Rescue	Full Release	3/18/2021	3/19/2021	Samatha Blat
W004820-031821	Fire Reports	Requesting a copy of the vehicle fire report from 3/8/2021. Address of 780 N Conant Ave Crystal River		Fire Rescue	Full Release	3/18/2021	3/19/2021	Tamara
W004821-031921	Fire Reports	Requesting the fire report form 03/12/2021 of address 3134 N Holiday Dr. Crystal River.		Fire Rescue	Full Release	3/19/2021	3/19/2021	Ralph Bosley
W004823-032221	Fire Reports	Fire report for 152 N. Gulf Ave. Crystal River, FL 34429		Fire Rescue	Full Release	3/22/2021	3/23/2021	Kayla Tomlins
W004825-032221	Fire Reports	Requesting the fire report form 3/14/2021. Address of 6608 S. Pine Meadow Ave Homosassa		Fire Rescue	Full Release	3/22/2021	3/23/2021	Loyd Stephenson
W004827-032321	Building Permit Records	Requested copy of plans for permit # 76268		Growth Mgmt: Building	Full Release	3/23/2021	3/30/2021	Robert Owen
W004828-032321	Building Permit Records	Requested copies of all records for 290 S Honey bear way Lecanto, Fl.		Growth Mgmt: Building	Full Release	3/23/2021	3/30/2021	Michael Rand
W004829-032421	Fire Reports	Good morning Nancy, Sending you my request for your latest reports dating back to your last email on 3/5/2021. Thank you as always, Joey Sharkey		Fire Rescue	Full Release	3/24/2021	3/26/2021	Joey Sharkey

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Public Records Request

Reference No	Records Requested	Public Records	Email Terms	Assigned Dept	Request Status	Create Date	Close Date	Customer Full Name
W004830-032421	Other	I submitted this before and it was closed as completed, but it was not completed. The reference code was referencing my code compliance information request. This is for the commissioner's office, Kinnard. If you do not understand the request, please call me and I can explain it very simply. I'd like the NAME OF THE CALLER that complained to the COMMISSIONER'S OFFICE about 3 properties on North Brahma Terrace. Code_Case_#2131772 Code_Case_#2134229 Code_Case_#2134230 Therefore, I will need the information from the calls BEFORE it reached code compliance.		Records Management Office	Full Release	3/24/2021	3/31/2021	Amber Shinau
W004831-032421	Budget Records	Requested copies of building and site plans for addresses; 3684 E Diamond Circle, Hernando, Fl. 4795 S. Amstel Drive, Homosassa, Fl. 4825 E Connell Drive, Inverness, Fl.		Growth Mgmt: Building	Cancelled:Duplicate Request	3/24/2021	3/30/2021	Myriam Reule
W004832-032421	Building Permit Records	Request copies of Building plans and Site plans for; 3684 E Diamond Circle, Hernando, Fl. 4795 S Amstel Drive, Homosassa, Fl. 4825 E Connell Drive Inverness, Fl.		Growth Mgmt: Building	Full Release	3/24/2021	3/30/2021	Myriam Reule
W004840-032621	Fire Reports	Request the fire report for 310 S Lincoln Ave Beverly Hills. Date of Loss 02/14/2021		Fire Rescue	Full Release	3/26/2021	3/26/2021	Mark Paincha
W004843-032621	Fire Reports	BFAEI Case Number: 47-21-868 Agency Case Number: 2021-1527 - Citrus County Fire Rescue Please e-mail or fax a copy of your report on the following information: Date of incident: 03/17/21, Address: 3221 N Quarterhorse Ter, Crystal River, FL, 34428 , Type of incident: Double Wide Mobile Home.		Fire Rescue	Full Release	3/26/2021	3/26/2021	Sondra Mutch
W004850-032921	Code Compliance	Copy of Code Case # 276110 for address 7842 W Chassahowitzka St		Growth Mgmt: Code	Full Release	3/29/2021	3/31/2021	Melissa Avery
							Total Requests: 63	

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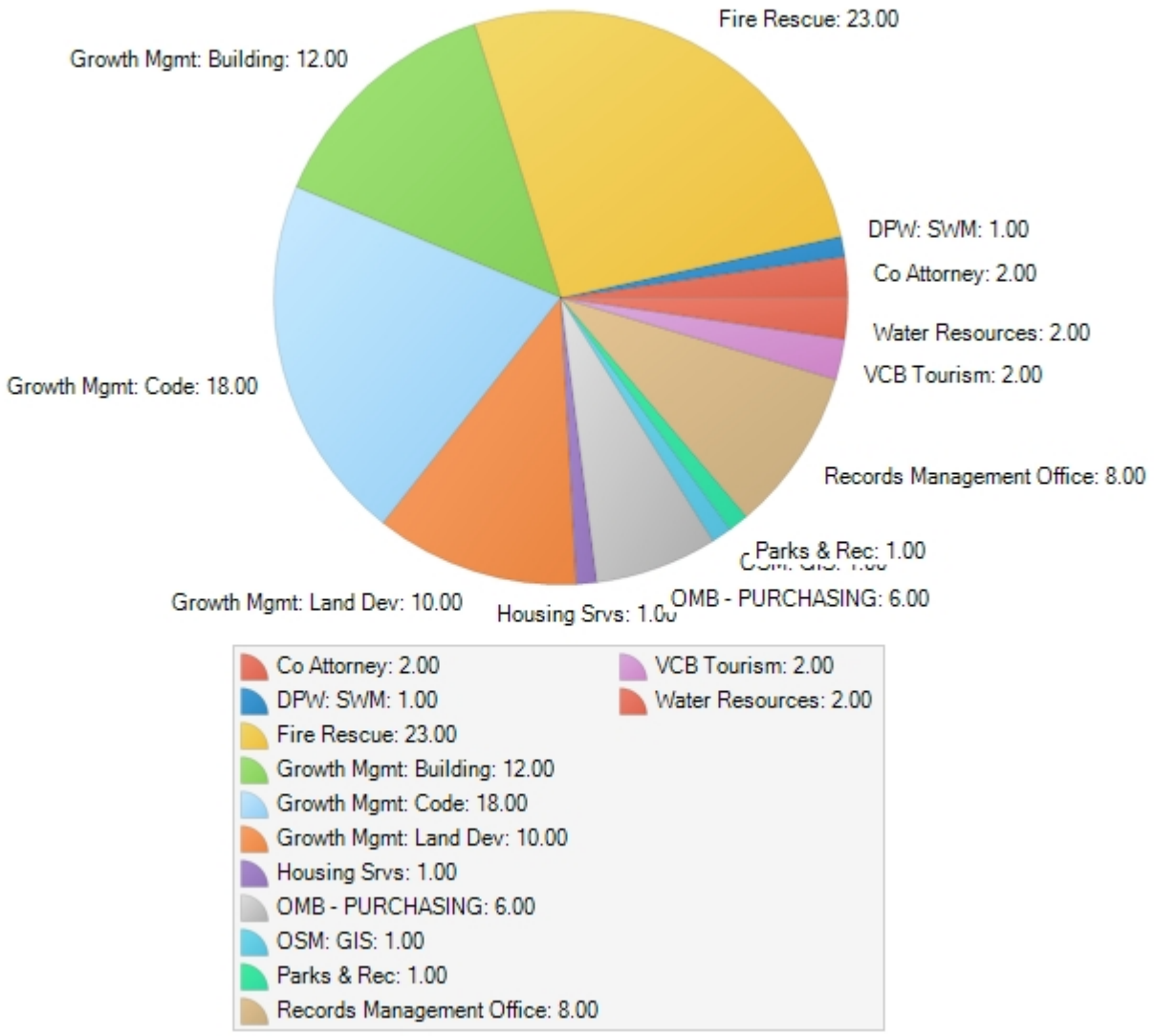
Public Records Requests - Monthly Report

Run Date: 05/04/2021 4:04 PM

Public Records Requests: APRIL 2021



Attachment: PublicRecordsRpt_April2021 (12897 : Public Records Report)

(Not Specified)

Reference No	Records Requested	Public Records	Email Terms	Assigned Dept	Request Status	Create Date	Close Date	Customer Full Name
G004879-040921				Records Management Office	Directed to Portal	4/9/2021	4/9/2021	
G004892-041421				Records Management Office	Directed to Portal	4/14/2021	4/14/2021	
							Total Requests: 2	

Email Search

Reference No	Records Requested	Public Records	Email Terms	Assigned Dept	Request Status	Create Date	Close Date	Customer Full Name
W004654-011521			All emails to/from Commissioner Holly Davis. All emails to/from Commissioner Ruthie Davis Schlabach. Please provide each week's emails on Friday in a zip file for the following weeks:	Records Management Office	Cancelled:By Requester	1/15/2021	4/29/2021	Managing Edi Jeff Bryan
W004896-041621	Other	all emails sent and received by the County Commissioners, on a weekly basis.	from 01/01/2021 - 04/15/2021	Records Management Office	Full Release	4/16/2021	4/23/2021	Sabrina Wats
							Total Requests: 2	

Public Records Request

Reference No	Records Requested	Public Records	Email Terms	Assigned Dept	Request Status	Create Date	Close Date	Customer Full Name

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Public Records Request

Reference No	Records Requested	Public Records	Email Terms	Assigned Dept	Request Status	Create Date	Close Date	Customer Full Name
W004680-012721	Other	Please provide all of the actual "Boat Ramp" Permits and or the legal ramp permit exemption letters issued by the FL DEP for the 5 following boat ramps listed below claimed as public on the BOCC website. Also provide a full copy of the original permit application Citrus County submitted into the FL DEP for a permit or for a permit exemption. Fort Island Gulf Beach 16000 W. Fort Island Trail Crystal River, FL. 34429 Lat/Long: 28.910777 / -82.692305 Fort Island Trail Park 12073 W. Fort Island Trail Crystal River, FL. 34429 Lat/Long: 28.903438 / -82.6346638 Ozello Community Park 410 N. Pirate Point Ozello, FL. 34429 Lat/Long: 28.868042 / -82.665325 Ozello Park 2045 S. John Brown Dr. Ozello, FL. 34429 Lat/Long: 28° 49.8834' / 82° 39.3624' Mac Rae's 5290 S. Cherokee Way Homosassa, FL. 34448 Lat/Long: 28.784888 / -82.618555 Please provide in a digital document pdf scan for convenience and emailed back to me.		Parks & Rec	Delayed	1/27/2021	4/6/2021	Michael Waite
W004782-030521	Code Compliance	copy of code case for address 625 S Gospel Oaks Terrace, Inverness		Growth Mgmt: Code	No Responsive Records	3/5/2021	4/6/2021	Jerry Krull
W004787-030821	Planning Records	According to LDC Section 3530 (D), please forward a copy of the annual or biennial report to the County Administrator from the Director of Land Development reporting all LDC waterfront setback variances for years 2015, 2016, 2017, 2018, 2019 and 2020. This could also be from the County Administrator's Office.		Co Attorney	No Responsive Records	3/8/2021	4/8/2021	Mr Clark Stillw
W004796-030921	Building Permit Records	Requested copies of all permits & Documents and plans on 8011 W Miss Maggie Drive Homosassa, Fl.		Growth Mgmt: Building	Full Release	3/9/2021	4/5/2021	Alisha West
W004807-031121	Fire Reports	SUBPOENA: ANDERSEN (On file)		Fire Rescue	Full Release	3/11/2021	4/5/2021	Maryann Icart

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Public Records Request

Reference No	Records Requested	Public Records	Email Terms	Assigned Dept	Request Status	Create Date	Close Date	Customer Full Name
W004812-031521	Other	Dates, emails, transcripts, notes, attendees, conversations and phone calls between Citrus County Officials and a Mr. Neil Shanti (AKA Shanti Golf LLC) and/or his representatives regarding the use, zoning, planning for Pine Ridge Golf Course in Pine Ridge, Citrus County, FL. The target email address is: naginsurati@gmail.com The target phone is: (928) 279-4996 I believe you have my email and phone number. I hope this clarifies enough. The targeted agencies are; CCBOCC, Planning, Zoning, Permits		Records Management Office	Full Release	3/15/2021	4/5/2021	Michael Rehfe
W004815-031621	Code Compliance	I am making a second request, because I realize my first request was misinterpreted. I am requesting all complaint/full release for all properties on North Brahma Terrace, Crystal River, FL, including the one for 7830 North Brahma Terrace, Crystal River, FL 34428. I already have the one for 7706 North Brahma Terrace, so you do not need to provide that one this time.		Growth Mgmt: Code	Full Release	3/16/2021	4/5/2021	Amber Shinau
W004816-031621	Planning Records	land development animal (livestock code)		Growth Mgmt: Land Dev	Full Release	3/16/2021	4/5/2021	Paul Burgess
W004817-031621	Building Permit Records	Need Building approved plans for 3968 N. Baywood Drive Hernando FL 34442. Home was built in 1999 by Mitch Underwood Homes. Current Owner is David Strougton		Growth Mgmt: Building	No Responsive Records	3/16/2021	4/6/2021	Patrick McCar
W004824-032221	Code Compliance	Please forward the code compliance file for Case No. 101995 for 730 N Lecanto Hwy, Lecanto, Florida		Co Attorney	Full Release	3/22/2021	4/8/2021	Mr Clark Stillw
W004826-032221	Other	Im interested in the annual visitation data for the city of crystal river, as well as the more specific area of the crystal river wildlife refuge and three sisters springs if that information is available. thank you.		VCB Tourism	Full Release	3/22/2021	4/5/2021	Student at Cit High School Cameron Seidenstucke
W004833-032521	Code Compliance	Copy of Code Case # 2136267 for address 14490 W Trachel Ct		Growth Mgmt: Code	Full Release	3/25/2021	4/5/2021	Kimberly Ritte
W004834-032521	Bid Records	We are an environmental consulting firm and submitted a Qualification Package for RFQ 21-029 for Environmental Consultant Services for the Citrus County Fire Training Facility. Unfortunately we were not selected for the project so to better prepare next time, I was hoping to get copies of the other submittals from the other consultants.		OMB - PURCHASING	No Responsive Records	3/25/2021	4/23/2021	Business Development Manager Brian Gibson

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Public Records Request

Reference No	Records Requested	Public Records	Email Terms	Assigned Dept	Request Status	Create Date	Close Date	Customer Full Name
W004837-032621	Fire Reports	I would like any available records on fire reports or emergency responses that occurred on the property at 3861 S Suncoast Blvd in Homosassa, FL.		Fire Rescue	Full Release	3/26/2021	4/6/2021	Project Scient Matthew Donelick
W004838-032621	Zoning Records	I would like any available zoning records for the property at 3861 S Suncoast Blvd in Homosassa, FL.		Growth Mgmt: Land Dev	Full Release	3/26/2021	4/5/2021	Project Scient Matthew Donelick
W004841-032621	Environmental Studies	I would like any available environmental studies for the property located at 1001 NE 5th Street, Crystal River, FL.		Records Management Office	Redirected:Other Custodian	3/26/2021	4/5/2021	Project Scient Matthew Donelick
W004842-032621	Zoning Records	I would like any available zoning records for the property located at 1001 NE 5th Street, Crystal River, FL.		Growth Mgmt: Land Dev	No Responsive Records	3/26/2021	4/5/2021	Project Scient Matthew Donelick
W004844-032821	Other	this would be described under the tourism category. I'm interested in receiving the data that states the number of visitors to Crystal River,Florida each year from 2011-2020.		VCB Tourism	Cancelled:Duplicate Request	3/28/2021	4/5/2021	Student at Cit High School Cameron Seidenstucke
W004845-032821	Advisory Board Meeting Minutes	A copy of the Resolution passed in December of 2019 declaring Citrus County a Second Amendment Sanctuary County.		Records Management Office	Redirected:Other Custodian	3/28/2021	4/5/2021	Ms. Maria Vos
W004846-032921	Bid Records	Our company was recently awarded the contract ITB 21-036. Can you please forward me the complete submittal packages and all supporting documents of the other bidders that participated in this project for our file. Thank you		OMB - PURCHASING	Full Release	3/29/2021	4/5/2021	President George Conomos
W004848-032921	RFP Request for Proposal	RFQ 21-029 Environmental Consultant Services for the Citrus County Fire Training Facility Contaminant Assessment We would like copies of the 3 top ranking firms proposals. Thank you.		OMB - PURCHASING	No Responsive Records	3/29/2021	4/26/2021	Leslie Lawsor
W004849-032921	Planning Records	1. Petition for release of conservation easement - MSP91-12/PV-07-04. 2. Surveys/legals included in file no. MSP91-12/PV-07-04. 3. Staff report if any regarding MSP91-12/PV-07-04. 4. BCC Agenda item regarding MSP91-12/PV-07-04. 5. County Attorney letter dated 1/20/92 (in section file 34-16-18). This could also be located in the County Attorney's office or Surveying department.		Growth Mgmt: Land Dev	Full Release	3/29/2021	4/8/2021	Mr Clark Stillv

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Public Records Request

Reference No	Records Requested	Public Records	Email Terms	Assigned Dept	Request Status	Create Date	Close Date	Customer Full Name
W004851-032921	Bid Records	RE: ITB 19-091, Phase 3 Water Sense Labeled Irrigation Controller Install Program - Request for Documents Hello Records Custodian: Tampa Bay Water is a interlocal governmental agency in the State of Florida (Special District) that provides drinking water to the Counties of Pinellas, Hillsborough and Pasco and the Cities of St. Petersburg, City of Tampa and City of New Port Richey in accordance with Sections 163.01, 373.713 and 373.715, Florida Statutes. Tampa Bay Water is interested in doing a similar bid as Citrus County Purchasing did for the above referenced Invitation to Bid. I do already have a copy of the bid documents but need some additional records. Can you please me with a copy of the following documents: 1) Copy of responsive Proposal received from ECO-Land Design, Inc. 2) Copy of fully executed Agreement. The original agreement was awarded to ECO-Land Design, Inc. by your Board on 11/5/2019; 3) Copy of fully executed Amendment 1 awarded by your Board on July 14, 2020. If the documents are too large, I can provide a Citrix Sharefile folder link for you to upload the electronic documents into. I just need an email address that I can send it to. Thank you. Thank you. Regina Kavanagh, CPPB, CP, FCP Florida Registered Paralegal Purchasing Specialist II Tampa Bay Water, A Regional Water Supply Authority 727-791-2392 (Office) or 727-470-0608 (Cell)		OMB - PURCHASING	Full Release	3/29/2021	4/5/2021	Purchasing Specialist II Regina Kavanagh

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Public Records Request

Reference No	Records Requested	Public Records	Email Terms	Assigned Dept	Request Status	Create Date	Close Date	Customer Full Name
W004852-033021	Bid Records	I need the bid tabs for the following; ITB 18-064 Yulee Drive Sidewalk Construction Project ITB-18-064-0-2018/lm ---------- Professional Services for Construction Engineering Inspection (CEI) and Resident Compliance Specialist (RCS) Services for Yulee Drive Sidewalk Project with the Local Agency Program (LAP) RFQ-029-17-0-2017/lm pls send to SRT10Lynn@gmail.com _____ Citrus County Safe Routes to School Sidewalk Project; Citrus Springs Middle School and Central Ridge Elementary School Financial Project ID 427140-1-58-01 ITB-041-0-2010/WLC ---------- Thank you so much for your time		OMB - PURCHASING	Full Release	3/30/2021	4/5/2021	CYNTHIA SHURETTE
W004853-033021	Zoning Records	I am looking for the Plot Plan for 465 E Dakota Court, Hernando FL. I am looking for the exact dimension of where the house is located on the lot. I am trying to determine where the easements start and the ability to add on to the front, side & rear of the house in accordance to setback regulations. I am also trying to locate where the septic and well are located on the lot. Thank you.		Growth Mgmt: Land Dev	No Responsive Records	3/30/2021	4/6/2021	Susan Forbes
W004854-033021	Utility Billing Records	Rate increase from and to amts and dates of increases		Water Resources	Redirected:Other Custodian	3/30/2021	4/5/2021	mrs cynthia lambrinos
W004855-033021	GIS Maps	Flood map zone changes as of 1/15/2021 We would like a list of all of the addresses in the county that had Flood Zone changes effective the 1/15/2021 Flood Zone Update.		OSM: GIS	Assigned	3/30/2021	4/6/2021	JENNIFER OBRIEN
W004856-033021	Code Compliance	Looking for the complaint that was filed against Crystal River United Methodist Church and who filed the complaint would like it emailed to admin@crumc.com		Growth Mgmt: Code	Full Release	3/30/2021	4/8/2021	business manager Mich Rawls
W004857-033121	Planning Records	As to River Cove Landing project, Section 19, Township 18, Range 17; Alternate Key #3508665, any development agreement, extension of prior development agreement or new development agreement.		Growth Mgmt: Land Dev	Full Release	3/31/2021	4/8/2021	Mr Clark Stillw
W004860-040121	Planning Review Board Meeting Minutes	Please forward a copy of all PDC agendas from January 1, 2016 thru December 31, 2018.		Growth Mgmt: Land Dev	Full Release	4/1/2021	4/26/2021	Mr Clark Stillw

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Public Records Request

Reference No	Records Requested	Public Records	Email Terms	Assigned Dept	Request Status	Create Date	Close Date	Customer Full Name
W004861-040521	Zoning Records	Can a member of your team send me a copy of the site plan and conditions governing the Pine Ridge planned development overlay?		Growth Mgmt: Land Dev	Full Release	4/5/2021	4/23/2021	
W004862-040521	Fire Reports	Request the fire report for 11495 E Hobson Ln Inverness . Date of loss 3/24/2021		Fire Rescue	Full Release	4/5/2021	4/5/2021	Lu Woodall
W004863-040521	Building Permit Records	Please accept the following public records request. Please notify me in advance if fees will exceed $50.00. Property - Walgreens, 4020 N Lecanto Hwy, Beverly Hills, FL, Parcel 18E18S1133000. Constructed in 2006 +/-/ • Planning/Zoning/ Development: copies of any approved site plans, variances, special/ conditional use permits, planned developments, or zoning relief granted to the property, and notification of any outstanding zoning code violations • Building/ Construction: copies of the existing Certificates of Occupancy, and notification of any outstanding building code violations		Growth Mgmt: Building	Full Release	4/5/2021	4/20/2021	Key Zoning Assessments, LLC Liz Rodg
W004864-040521	Building Permit Records	Please accept the following public records request. Please notify me in advance if fees will exceed $50.00. Property - Walgreens, 795 W Norvell Bryant Hwy, Hernando, FL, Parcel 18E18S2443000, constructed in 2001 +/-. • Planning/Zoning/ Development: copies of any approved site plans, variances, special/ conditional use permits, planned developments, or zoning relief granted to the property, and notification of any outstanding zoning code violations • Building/ Construction: copies of the existing Certificates of Occupancy, and notification of any outstanding building code violations		Growth Mgmt: Building	Full Release	4/5/2021	4/20/2021	Key Zoning Assessments, LLC Liz Rodg

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Public Records Request

Reference No	Records Requested	Public Records	Email Terms	Assigned Dept	Request Status	Create Date	Close Date	Customer Full Name
W004865-040521	Building Permit Records	Please accept the following public records request. Please notify me in advance if fees will exceed $50.00. Property - Walgreens, 4029 S. Suncoast Blvd, Homosassa, FL, Parcel 17E19S220010 00240 001A, constructed in 1997 +/-. • Planning/Zoning/ Development: copies of any approved site plans, variances, special/ conditional use permits, planned developments, or zoning relief granted to the property, and notification of any outstanding zoning code violations • Building/ Construction: copies of the existing Certificates of Occupancy, and notification of any outstanding building code violations		Growth Mgmt: Building	Full Release	4/5/2021	4/20/2021	Key Zoning Assessments, LLC Liz Rodg
W004866-040621	Code Compliance	Copy of code case for 494 N Croft Ave		Growth Mgmt: Code	Full Release	4/6/2021	4/6/2021	Wesley Bordeaux
W004867-040621	Planning Records	Camp N Water Campground; AK 3220048 any VNU or Vested Rights determination letter for the noted parcel.		Growth Mgmt: Land Dev	Full Release	4/6/2021	4/23/2021	Mr Clark Stillw
W004868-040621	Code Compliance	Copy of all Code Compliance complaint for address 2350 N Florida Ave via email for the past 10 years.		Growth Mgmt: Code	Full Release	4/6/2021	4/9/2021	Romulo Tpled
W004869-040621	Fire Reports	All paramedic and or ambulance records, including electronic records, payment history, itemized statements of charges pertaining to the care, treatment, and examination of the patient, regardless of the treatment date. Include all documents specifically referenced in and attachment. Date of accident 6/19/2019.		Fire Rescue	Full Release	4/6/2021	4/9/2021	
W004870-040721	Fire Reports	Hey Nancy, Just checking in for your latest report dating back to your last email on 3/26/21. Thank you as always, Joey Sharkey		Fire Rescue	Full Release	4/7/2021	4/9/2021	Joey Sharkey
W004871-040821	Code Compliance	complainant		Growth Mgmt: Code		4/8/2021	4/27/2021	Requestor
W004872-040821	Other	County Administrative Regulation AR 10.12-2 Policies and Procedures for Release or Reduction of Code Compliance Fines		Records Management Office	Full Release	4/8/2021	4/29/2021	Mr Clark Stillw
W004873-040821	Other	THIS IS A PUBLIC RECORDS REQUEST ATTENTION: Custodian of Public Records for the Housing Authority of Citrus County, Florida Sent via email to: tammy.harris@citrusbocc.com;		Housing Srvs	No Responsive Records	4/8/2021	4/23/2021	

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Public Records Request

Reference No	Records Requested	Public Records	Email Terms	Assigned Dept	Request Status	Create Date	Close Date	Customer Full Name
		nancy.cologna@citrusbocc.com If you are not the custodian of public records for the Housing Authority of Citrus County, Florida please immediately forward this public records request to the Custodian of Public Records for the Housing Authority of Citrus County, Florida. Pursuant to Article 1, Section 24 of the Florida Constitution and Chapter 119.07 of the Florida Statutes (2020) the Public Housing Justice Association, LLC wishes to make a public records request of the Housing Authority of Citrus County, Florida for: 1. The name and email address of each person currently serving as a commissioner for the Housing Authority of Citrus County, Florida. 2. The name and email address of the Custodian of Public Records for the Housing Authority of Citrus County, Florida. If the Housing Authority of Citrus County, Florida contends that any of the records sought by the Public Housing Justice Association, LLC, or any portion thereof, are exempt from inspection or disclosure please cite the specific exemption as required by §119.07(1)(e), Fla. Stat. and state in writing and with particularity the basis for those conclusions as required by §119.07(1)(f), Fla. Stat. Please take note of §119.07(c), Fla. Stat. and the affirmative obligation of the Housing Authority of Citrus County, Florida to (1) promptly acknowledge receipt of this public records request and (2) make a good faith effort which “includes making reasonable efforts to determine from other officers or employees within the agency whether such a record exists and, if so, the location at which the record can be accessed.” The Public Housing Justice Association, LLC is, therefore, requesting that the Housing Authority of Citrus County, Floridanotify every individual in possession of records that may be responsive to this public records request to preserve all such records on an immediate basis. If the public records being sought are maintained by the Housing Authority of Citrus County, Florida in an electronic format, please produce the records in the original electronic format in which they were created or received. See						

Attachment: PublicRecordsRpt_April2021 (12897 : Public Records Report)

Public Records Request

Reference No	Records Requested	Public Records	Email Terms	Assigned Dept	Request Status	Create Date	Close Date	Customer Full Name
		§119.01(2)(f), Fla. Stat. If the Housing Authority of Citrus County, Florida anticipates the production of these public records will result in any fee demands, please notify the Public Housing Justice Association, LLC in advance of their production with a written estimate of the total cost. Please be sure to itemize any estimates so as to indicate the total number of pages and/or records, as well as to distinguish between the cost of labor and the cost of materials. All responses to this public records request should be made in writing to the following email address: records@phja.online. Records Management Public Housing Justice Association, LLC PHJA.Online Records@PHJA.Online						
W004874-040821	Code Compliance	Code Compliance Violation Case #2136359. Would like to know the identity of the person filing the claim. Thank you		Growth Mgmt: Code	Full Release	4/8/2021	4/9/2021	yvonne sanso
W004875-040921	Fire Reports	request the fire report form 3134 N Holiday Dr. Crystal River. Date of loss 3/12/2021		Fire Rescue	Full Release	4/9/2021	4/9/2021	Ralph Bosley
W004876-040921	Fire Reports	BFAEI Case Number: 47-20-977 Agency Case Number: 2020-002081 - Citrus County Fire Rescue Please e-mail or fax a copy of your report on the following information: Date of incident: 04/04/20, Address: 3678 E Sanders St, Inverness, FL, 34453 , Type of incident: 2003 Chevrolet.		Fire Rescue	Full Release	4/9/2021	4/9/2021	Sondra Mutch
W004877-040921	Code Compliance	Copy of code case #2137374 & #2137403		Growth Mgmt: Code	Full Release	4/9/2021	4/9/2021	William
W004878-040921	Fire Reports	Please send medical billing and records pertaining to John W Foden Sr. Date of 1/31/2018		Fire Rescue	No Responsive Records	4/9/2021	4/9/2021	Evelyn Cisner
W004880-040921	Fire Reports	needing fire report for fire that occurred at 3034 N HOLIDAY DR in crystal river fl owner of property is ralph bosley fire occurred on 3/12/21		Fire Rescue	Full Release	4/9/2021	4/9/2021	Claims Adjust Nicole Malley
W004881-040921	Building Permit Records	Request a copy of the house plans for 3504 N. Bravo Dr. Beverly Hills, FL? The home was built in 2006 under permit #2006 09736.		Growth Mgmt: Building	Full Release	4/9/2021	4/20/2021	Kelly Deitrick

Attachment: PublicRecordsRpt_April2021 (12897 : Public Records Report)

Public Records Request

Reference No	Records Requested	Public Records	Email Terms	Assigned Dept	Request Status	Create Date	Close Date	Customer Full Name
W004882-041221	Code Compliance	I need to know who is calling the code enforcement on my house 1 Taft st Beverly Hills Fl I also want to know the complaints they are making so I can prevent them from calling in the future.		Growth Mgmt: Code	Cancelled:Duplicate Request	4/12/2021	4/26/2021	Danny Reyna
W004883-041221	Fire Reports	Fire report for 8071 W. Baja Ct.		Fire Rescue	Full Release	4/12/2021	4/12/2021	Maida Fortune
W004884-041321	Building Permit Records	Is there a copy of irrigation plans for address 349 e Reehill street		Growth Mgmt: Building	No Responsive Records	4/13/2021	4/20/2021	william wade
W004886-041321	Water Resources Department Records	I would like to know details concerning any government grants (Federal or state, or EPA Federal or state that were granted to install water lines in Citrus county. For example who provided the grant, when granted and completed and the dollar amount of the grant. Grant identification numbers as well. Regards		Water Resources	Full Release	4/13/2021	4/26/2021	Dr. Dennis Fil
W004887-041321	Code Compliance	Serv No 2136437. We are in the process of buying 9199 N Danube Loop, Citrus Springs FL 34434 and notice a code violation		Growth Mgmt: Code	Full Release	4/13/2021	4/23/2021	
W004888-041421	Fire Reports	Car fire report for 11495 E Hobson Ln, this vehicle fire was a result of a house fire.		Fire Rescue	Full Release	4/14/2021	4/14/2021	Tamara
W004889-041421	Code Compliance	Case #2137438 Please email report to cprs1911@gmail.com or fax to 352-563-1911, but for fax, must call first please		Growth Mgmt: Code	Full Release	4/14/2021	4/23/2021	Rebecca Bilbe
W004890-041421	Code Compliance	case number 2137455 case number 2137456 6241 E vale st Inverness fl 34452		Growth Mgmt: Code	Full Release	4/14/2021	4/23/2021	Hailey
W004891-041421	Code Compliance	Copy of Code case for address 11794 N Riverbend Rd. via email.		Growth Mgmt: Code	Full Release	4/14/2021	4/23/2021	Cheryl Isamar
W004893-041421	Planning Records	Please provide any building, zoning and/or development review information for the following Parcel: Bashschmidt Property 1150 N. Maylen Avenue, Lecanto Alt. Key No. 260889		Growth Mgmt: Land Dev	Full Release	4/14/2021	4/23/2021	Planner Dean Ray
W004894-041521	Fire Reports	May I please request fire response and incident records for the following property Inter-County Recycling 1801 & 1851 West Gulf to Lake Lecanto, Citrus Co. Owner: Maps Holdings LLC I am interested in hazmat or petroleum responses. I do not need medical or inspection info.		Fire Rescue	No Responsive Records	4/15/2021	4/15/2021	Kristina Miller

Attachment: PublicRecordsRpt_April2021 (12897 : Public Records Report)

Public Records Request

Reference No	Records Requested	Public Records	Email Terms	Assigned Dept	Request Status	Create Date	Close Date	Customer Full Name
W004897-041921	Fire Reports	BFAEI Case Number: 47-21-1101 Agency Case Number: 2021-00001936 - Citrus County Fire Rescue Please e-mail or mail a copy of your report on the following information: Date of incident: 04/06/21, Address: 8289 W Kimberly Ct, Homosassa, FL, 34448 , Type of incident: 10X20' Wood Framed Metal Covered Shed.		Fire Rescue	Full Release	4/19/2021	4/20/2021	Sondra Mutch
W004898-041921	Fire Reports	Request a fire report form 3-24-2021 Vehicle fire as a result of a house fire		Fire Rescue	Full Release	4/19/2021	4/20/2021	Tamara
W004899-041921	Building Permit Records	I need the site plan to locate the septic tank on the property. Thank you! 625 Champlain Ave., Inverness, FL., 34452		Growth Mgmt: Building	Redirected:Other Custodian	4/19/2021	4/29/2021	Alisha Carter
W004900-041921	Fire Reports	Please send fire report for 1302 Stowe ST Inverness. Date of incident 4-16-2021		Fire Rescue	Full Release	4/19/2021	4/20/2021	Kevin Wohlfah
W004901-042021	Bid Records	BI Incorporated would like to respectfully request that your agency provide the following documents, in reference to ITB #20-034 for “Offender GPS Electronic Monitoring” due October 27, 2020, in accordance with the Florida Sunshine Law: • All proposals, excepting BI’s, submitted for this solicitation • All reviewer evaluations and related documents • The resulting contract, if currently available This is standard procedure for BI, and we understand that some costs may be involved. Please contact me regarding steps we need to take to obtain these copies. Where possible, BI prefers to receive copies of the requested documents via email. Due to the unprecedented circumstances surrounding COVID-19, BI understands that your agency may need additional time to complete this public records request. We only ask that you keep us informed of the timeline, if additional time is needed. Thank you in advance for your time and assistance.		OMB - PURCHASING	Full Release	4/20/2021	4/23/2021	Maranatha Jacobs
W004902-042121	Fire Reports	Morning Nancy, Checking if for your latest reports dating back to your last email on 4/9/21. Thank you as always, J		Fire Rescue	Full Release	4/21/2021	4/21/2021	Joey Sharkey

Attachment: PublicRecordsRpt_April2021 (12897 : Public Records Report)

Public Records Request

Reference No	Records Requested	Public Records	Email Terms	Assigned Dept	Request Status	Create Date	Close Date	Customer Full Name
W004903-042121	Fire Reports	4754 N Nevada Terrace, Beverly Hillls (Pine Ridge) 34465 that occurred in the last three years. I'm also interested in overall #s of man-made brush fire incidents. Looking to compile data on frequency of permitted or unpermitted burn piles getting out of control and required response/damage.		Fire Rescue	Full Release	4/21/2021	4/21/2021	Josh Oakhurs
W004904-042121	Fire Reports	requested incident Riviera Wild fire in Chassahowitzka Date of fire 4/3/2021		Fire Rescue	Full Release	4/21/2021	4/21/2021	Buster Thompson
W004905-042121	Code Compliance	Copy of case # 2138049 for address 6615 W Snow Bird Ct via email		Growth Mgmt: Code	Full Release	4/21/2021	4/23/2021	John Milanese
W004906-042221	Licensing Records	Business license for Gulfwest Surveying in Crystal River		Growth Mgmt: Building	No Responsive Records	4/22/2021	4/29/2021	Requestor
W004907-042321	Zoning Records	Please provide building, planning and zoning records for the following parcel: Alt Key No.: 1495261 Address: 4465 W. Gulf to Lake Highway		Growth Mgmt: Building	Partial Release of Records	4/23/2021	4/26/2021	Planner Dean Ray
W004908-042321	Code Compliance	I would like a copy of the 3 code enforcement violations I have received for my address at 313 S. Washington St. Beverly Hills, FL 34465		Growth Mgmt: Code	Full Release	4/23/2021	4/27/2021	Caitlyn McDonnell
W004909-042621	Code Compliance	copy of recent complaint for 1 Taft Street, Beverly Hills.		Growth Mgmt: Code	Full Release	4/26/2021	4/27/2021	Danny Reyna
W004911-042621	Code Compliance	Copies of cases for 11794 N Riverbend Rd via email		Growth Mgmt: Code	Full Release	4/26/2021	4/27/2021	Cheryl Isamar
W004913-042721	Solid Waste Management	request a copy of the last three (3) inspection reports for environmental hazards conducted in 2019, 2016 and the one before that and email them to me for the following property Inter-County Recycling 1801 & 1851 West Gulf to Lake Lecanto, Citrus Co. Owner: Maps Holdings LLC I am interested in hazmat or petroleum responses.		DPW: SWM	Full Release	4/27/2021	4/29/2021	Kristina Miller
W004915-042721	Fire Reports	Please accept this email as a formal request for the fire department report for the following: Incident Address: 1302 Stowe Street, Inverness, FL 34450 Date of Occurrence: 04/16/21		Fire Rescue	Full Release	4/27/2021	4/28/2021	Keli Langley
W004920-042821	Fire Reports	I am an insurance adjuster that is handling a claim for a fire that place at 8071 West Baja Court, Crystal River, FL, USA, 34428 on 4/05/2021.		Fire Rescue	Full Release	4/28/2021	4/28/2021	Justin Lacich
W004921-042821	Building Permit Records	Requested copy of building plans Permit # 60226		Growth Mgmt: Building	No Responsive Records	4/28/2021	4/29/2021	Rebekah Mori

Attachment: PublicRecordsRpt_April2021 (12897 : Public Records Report)

Public Records Request

Reference No	Records Requested	Public Records	Email Terms	Assigned Dept	Request Status	Create Date	Close Date	Customer Full Name
W004922-042821	Building Permit Records	Requested copies of Energy load calculations - permit # 200600735		Growth Mgmt: Building	Full Release	4/28/2021	4/29/2021	PJ Darlington
W004923-042821	Fire Reports	Afternoon Nancy, Just sending my request for your latest report dating back to your last email on 4/21/21. Thank you as always, Joey Sharkey		Fire Rescue	Full Release	4/28/2021	4/30/2021	Joey Sharkey
W004929-042921	Fire Reports	Seeking copies of any open/unresolved fire code violations for 521 North Lecanto Highway, Altkey: 2678607		Fire Rescue	No Responsive Records	4/29/2021	4/30/2021	BVNA Daysha Burns
W004932-043021	Fire Reports	Detective: Michael Lofton, Detective/Criminal Investigator BFAEI Case Number: 47-21-1208 Agency Case Number: 2021-002147 - Citrus County Fire Rescue Please e-mail or mail a copy of your report on the following information: Date of incident: 04/16/21, Address: 1302 Stowe St, Inverness, FL, 34450 , Type of incident: Residential-Single Family Dwelling.		Fire Rescue	Full Release	4/30/2021	4/30/2021	Sondra Mutch

Total Requests: 83

Attachment: PublicRecordsRpt_April2021 (12897 : Public Records Report)

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	ITB 19-066 Amendment No. 2; Mowing Services Zone 1; N&B Cleanout and Lawn Mowing Services, LLC
AGENDA DATE:	**June 08, 2021**

BRIEF OVERVIEW:

On June 25, 2019, Board awarded ITB 19-066 Mowing Services Zone 1 to N & B Cleanout and Lawn Moving Services to provide routine mowing, trimming, mulching, weeding, edging and litter pickup at various County maintained parks and properties for a period of two (2) years with the option to renew for three (3) additional, one (1) year periods.

Staff desires to amend the Agreement to exercise the first option to renew the Agreement and extend the duration of the Agreement to June 24, 2022.

No Cost increase requested for this project

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances*	Available Balance
2675-53400	Other contra	$196,300	$81,625	$115,315	$(10)

*encumbrance amount for this project has been entered for the FY 20-21 budget.

RECOMMENDED ACTION:

Approve and Authorize the Chairman to execute Amendment No. 2 to the Agreement between Citrus County, Florida and N & B Cleanout and Lawn Mowing Services, LLC and extend the Agreement to June 24, 2022.

Board of County Commissioners

Department of Community Services
Division of Parks and Recreation
Grounds Maintenance Section

M2021-52

MEMORANDUM

TO: Linda Morse, Purchasing & Contracts Manager

THROUGH: Mariselle Rodriguez, Director of Community Services

THROUGH: Francine Nobles, Director of Parks and Recreation

FROM: Robert C. Glancy, Jr., Grounds Maintenance Manager

DATE: April 30, 2021

SUBJECT: Agreement Renewal Request – ITB 19-066 Mowing Services Zone 1

I have received notice from Mr. and Mrs. Rainey requesting to extend the current agreement for the Mowing Services Zone 1, under the current terms. N & B Clean Out and Lawn Mowing Services LLC has provided great service under this contract and I am supporting the request for a 1-year extension to the current agreement.

RCGJr/ray

Enclosures

Attachment: ITB 19-066 AGENDA 6-8-21 (12888 : ITB 19-066 Amendment No. 2; Mowing Services Zone 1; N&B Cleanout and Lawn Mowing

Attachment: ITB 19-066 AGENDA 6-8-21 (12888 : ITB 19-066 Amendment No. 2; Mowing Services Zone 1; N&B Cleanout and Lawn Mowing

Ruth A. Young

From: Neil n Brenda Rainey <nnbcleanoutservices@gmail.com>
Sent: Monday, April 26, 2021 2:39 PM
To: Ruth A. Young
Subject: [EXTERNAL]Re: ITB 19-066 Mowing Services Zone 1

WARNING: This email originated from an external Domain DO NOT CLICK unless you recognize the sender and know the content is safe.

Hi Ruth

Yes, we would like to renew that contract.

Neil & Brenda Rainey
N & B Clean Out & Lawn Mowing Services LLC

On Mon, Apr 26, 2021 at 2:31 PM Ruth A. Young <RUTH.YOUNG@citrusbocc.com> wrote:

> This letter is to inform you that that agreement for contractual mowing of County Cemeteries and Clerk of Court Annex is set to expire on June 24, 2021. We have been pleased with your performance and would like to offer the optional renewal of 1 year to this agreement. Please contact me as soon as possible should you wish to renew.

Ruth Young

Senior Secretary

Grounds Maintenance

1300 S Lecanto Hwy

Lecanto, FL 34461

352-527-5765

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/11/2021

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 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	CONTACT NAME:	
Hiscox Inc. 520 Madison Avenue, 32nd Floor New York, NY 10022	PHONE (A/C, No, Ext): 978.344.4200	FAX (A/C, No):
	E-MAIL ADDRESS: contactus@insurancebee.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
N&B Cleanout and Lawn Mowing Services LLC 3200 E. Squirrel Ct Inverness FL 34452	INSURER A : Hiscox Insurance Company Inc.	10200
	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:	Y	Y	34078731-GL	02/08/2021	02/08/2022	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 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						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 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)

CItrus County, Florida Are Included As Additional Insured As Their Interest May Appear As Required By Written Contract. Waiver Of Subrogation Applies As Required By Written Contract.

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 19-066 AGENDA 6-8-21 (12888 : ITB 19-066 Amendment No. 2; Mowing Services Zone 1; N&B Cleanout and Lawn Mowing

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/11/2021

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
MIKE BAYS - STATE FARM
3909 N LECANTO HWY
BEVERLY HILLS, FL 34465

CONTACT NAME: KELLY POST
PHONE (A/C, No, Ext): 352-746-7008
FAX (A/C, No): 352-746-0310
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: State Farm Mutual Automobile Insurance Company	25178
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
NEIL RAINEY & BRENDA WALKER
3200 E SQUIRREL CT
INVERNESS, FL 34453

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 X OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	C931134A1159D	01/11/2021	07/11/2021	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? (Mandatory in NH) Y / N / N/A If yes, describe under DESCRIPTION OF OPERATIONS below						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 WEST SOVEREIGN PATH, SUITE 266
LECANTO, FLORIDA 344617676

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
Kelly Post

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1001458 132849 13 04-22-2020

Attachment: ITB 19-066 AGENDA 6-8-21 (12888 : ITB 19-066 Amendment No. 2; Mowing Services Zone 1; N&B Cleanout and Lawn Mowing

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: 3/24/2021 EXPIRATION DATE: 3/24/2023

PERSON: NEIL W RAINEY EMAIL: NNBCLEANOUTSERVICES@GMAIL.COM

FEIN: 834055642

BUSINESS NAME AND ADDRESS:

N & B CLEANOUT AND LAWN MOWING SERVICES LLC

3200 E SQUIRREL CT

INVERNESS, FL 34452

SCOPE OF BUSINESS OR TRADE:

Janitorial Services By
Contractors-No Window
Cleaning Above Ground Level
& Drivers

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 E01275565 QUESTIONS? (850) 413-1609

Attachment: ITB 19-066 AGENDA 6-8-21 (12888 : ITB 19-066 Amendment No. 2; Mowing Services Zone 1; N&B Cleanout and Lawn Mowing

Amendment No. 2 to Agreement

ITB 19-066
Mowing Services Zone 1

THIS AMENDMENT is made and entered into by and between N & B Cleanout and Lawn Mowing Services LLC, a limited liability corporation organized and existing under the laws of the State of Florida (hereinafter referred to as "Contractor") and Citrus County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County").

WHEREAS, On June 25, 2019 County and Contractor entered into an Agreement for Services to provide routine mowing, edging, trimming and clean-up services of various locations in Zone 1 for a period of two (2) years with the option to renew for three (3) additional one year periods; and

WHEREAS, On November 19, 2019 County and Contractor amended the Agreement to include mowing services for the 486 / Pineridge / Meadowcrest Trailhead; and

WHEREAS, County and Contractor desire to amend the Agreement to exercise the first option to renew for an additional one (1) year term, extending the Agreement to June 24, 2022; and

NOW THEREFORE, in consideration of the original Agreement and the foregoing recitals, County and the Contractor agree as follows:

1. The above Recitals are true and correct and are hereby incorporated into this paragraph.

1. County and Contractor hereby renew the Agreement for an additional one (1) year term, extending the duration of the Agreement to June 24, 2022.

2. County and Contractor, agree that all other terms, conditions and pricing of the Agreement are hereby ratified and confirmed and shall continue in full force and effect except as amended herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Attachment: ITB 19-066 AGENDA 6-8-21 (12888 : ITB 19-066 Amendment No. 2; Mowing Services Zone 1; N&B Cleanout and Lawn Mowing

IN WITNESS WHEREOF, this Amendment No. 2 to Agreement is accepted by the parties as of the date noted below.

Signature of Witness (1)

Linda Morse
Printed Name of Witness (1)

Signature of Witness (2)

Brenda Rainey
Printed Name of Witness (2)

N & B CLEANOUT AND LAWN MOWING SERVICES LLC

BY: _____
NEIL RAINEY, OWNER

STATE OF Florida
COUNTY OF Citrus

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 10th day of May, 2021, by Neil Rainey as N+B Cleanout and Lawn Services LLC who is ☑ personally known to me or ☐ who produced _____ as identification.

Witness my hand and official seal this 10th day of May, 2021.

Official use only

NOTARY PUBLIC Signature
Printed Name: _____
Commission No.: _____
Expiration Date: _____

SEAL

VICKI R. AUSTIN
MY COMMISSION # HH 050670
EXPIRES: February 5, 2025
Bonded Thru Notary Public Underwriters

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

ATTEST:

ANGELA VICK, CLERK

BY: _____
SCOTT CARNAHAN, CHAIRMAN

DATE: _____

Attachment: ITB 19-066 AGENDA 6-8-21 (12888 : ITB 19-066 Amendment No. 2; Mowing Services Zone 1; N&B Cleanout and Lawn Mowing

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	RFQ 18-060 Work Authorization; Continuing Contract Prof Utility Eng Serv; Burrell Engineering, Inc.
AGENDA DATE:	**June 08, 2021**

BRIEF OVERVIEW:

On August 21, 2018, Board approved award RFQ 18-060 to Burrell Engineering, Inc to provide professional engineering services to the Department of Water Resources as one of six consultants selected for a three-year period, expiring on September 30, 2021.

Staff desires to award Burrell Engineering, Inc. at a cost of $152,859 to provide professional engineering services to assist the County with the design, permitting, bidding and construction assistance for the upgrades located intersection of CR491 and Deltona Blvd. This project will provide future sewer service to the surrounding neighborhoods as well as the future Holder Industrial Park.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance*
9000-53100	Prof Serv	$2,510,757	$468,033	$906,268	$1,136,456

*available balance prior to award

RECOMMENDED ACTION:

Approve and Authorize the Chairman to execute the Work Authorization for Burrell Engineering, Inc. to provide professional engineering services for the Department of Water Resources for the facility upgrades to Holder Industrial Park.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/11/2021

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
King Ins Agency of Gainesville, Inc
2321 NW 41st Street
Gainesville FL 32606

CONTACT NAME: King Insurance
PHONE (A/C, No, Ext): 352-377-0420 **FAX (A/C, No):** 352-415-8030
E-MAIL ADDRESS: Certificates@king-insurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Old Dominion Insurance Company	40231
INSURER B : Owners Insurance Company	32700
INSURER C : Southern-Owners Insurance Company	10190
INSURER D :	
INSURER E :	
INSURER F :	

INSURED BURRENG-01
Burrell Engineering, Inc.
12005 N Florida Ave
Dunnellon FL 34434

COVERAGES **CERTIFICATE NUMBER:** 62735694 **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	Y	Y	BPG0781D	5/12/2021	5/12/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							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	Y	Y	5329419000	5/4/2021	5/4/2022	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)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A	Y	78181854	6/11/2021	6/11/2022	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All Vendors RFQ 18-060 - CONTRACT FOR PROFESSIONAL SERVICES.
Citrus County, Florida, Political Subdivision of the State of Florida is named as Additional Insured on the General Liability and Auto Liability Policies. General Liability is Primary & Non-Contributory. Waiver of Subrogation is in favor of Certificate Holder & Additional Insured on the General Liability, Auto and Workers Compensation.

CERTIFICATE HOLDER

Citrus County, Florida
3600 West Sovereign Path., Suite 180
Lecanto FL 34461
USA

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
Dave Turgeon

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Attachment: RFQ 18-060 Agenda Docs WA 21-090 Burrell Eng (12890 : RFQ 18-060 Work Authorization; Continuing Contract Prof Utility Eng

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/25/2021

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
Hall & Company
A&E Professional Insurance Program Inc
19660 10th Ave NE
Poulsbo WA 98370

CONTACT NAME: Rachel Sheridan
PHONE (A/C, No, Ext): 360-930-6094 **FAX (A/C, No):** 360-930-6094
E-MAIL ADDRESS: rachel.sheridan@assuredpartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Underwriters at Lloyd's, London/AEGIS	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Burrell Engineering Inc
12005 N Florida Ave
Dunnellon FL 34434

1900

COVERAGES **CERTIFICATE NUMBER:** 1142145410 **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						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liab; Claims Made			1525/20U10119/108	3/1/2021	3/1/2022	Per Claim	$2,000,000
							Aggregate	$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Additional Insured Status is not available on Professional Liability Policy.
A waiver of subrogation applies to the Professional Liability when required by a written contract.
RFQ 18-060

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, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Matthew L. Copus

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Attachment: RFQ 18-060 Agenda Docs WA 21-090 Burrell Eng (12890 : RFQ 18-060 Work Authorization; Continuing Contract Prof Utility Eng

Old Dominion Insurance Company

AMB #: 002822 NAIC #: 40231 FEIN #: 592070420

Domiciliary Address
4601 Touchton Road East Suite 3300
Jacksonville, FL 32246-4486 United States
Web: www.msagroup.com
Phone: 904-642-3000
Fax: 904-380-7441

Based on AM Best's analysis, 046495 - American Family Ins Mutual Holding 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.

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:	October 04, 2019
Initial Rating Date:	June 29, 1992

Long-Term Issuer Credit Rating View Definition

Long-Term:	a+
Outlook:	Stable
Action:	Affirmed
Effective Date:	October 04, 2019
Initial Rating Date:	January 29, 2008

Owners Insurance Company

AMB #: 003628 NAIC #: 32700 FEIN #: 341172650

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

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.

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 View Definition

Rating (Rating Category): A++ (Superior)

Attachment: RFQ 18-060 Agenda Docs WA 21-090 Burrell Eng (12890 : RFQ 18-060 Work Authorization; Continuing Contract Prof Utility Eng

Affiliation Code: g (Group)

Outlook (or Implication): Stable

Action: Affirmed

Effective Date: December 10, 2020

Initial Rating Date: June 30, 1976

Long-Term Issuer Credit View Definition

Rating (Rating Category): aa+ (Superior)

Outlook (or Implication): Stable

Action: Affirmed

Effective Date: December 10, 2020

Initial Rating Date: May 30, 2007

Financial Size Category View Definition

Financial Size Category: XV ($2 Billion or greater)

u Denotes Under Review Best's Rating

Southern-Owners Insurance Company

AMB #: 011676 NAIC #: 10190 FEIN #: 593265407

Mailing Address
P.O. Box 30660
Lansing, MI 48909-8160 United States
Web: www.auto-owners.com
Phone: 517-323-1200
Fax: 517-391-1901

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)
Affiliation Code: g (Group)
Financial Size Category: XV ($2 Billion or greater)
Outlook: Stable
Action: Affirmed
Effective Date: September 12, 2019
Initial Rating Date: July 31, 1995

Long-Term Issuer Credit Rating View Definition

Long-Term: aa+
Outlook: Stable
Action: Affirmed
Effective Date: September 12, 2019
Initial Rating Date: May 30, 2007

Liberty Insurance Underwriters, Inc.

AMB #: 003794 NAIC #: 19917 FEIN #: 222227331

Attachment: RFQ 18-060 Agenda Docs WA 21-090 Burrell Eng (12890 : RFQ 18-060 Work Authorization; Continuing Contract Prof Utility Eng

Administrative Office
175 Berkeley St.
Boston, MA 02116
United States

Web: www.libertyiu.com
Phone: 212-208-2802
Fax: 732-946-5072
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:	May 30, 2019
Initial Rating Date:	June 30, 1979

Long-Term Issuer Credit Rating View Definition

Long-Term:	a
Outlook:	Stable
Action:	Affirmed
Effective Date:	May 30, 2019
Initial Rating Date:	January 25, 2006

u Denotes Under Review Best's Rating

Attachment: RFQ 18-060 Agenda Docs WA 21-090 Burrell Eng (12890 : RFQ 18-060 Work Authorization; Continuing Contract Prof Utility Eng

WORK AUTHORIZATION FORM

PROFESSIONAL SERVICES - CONTINUING SERVICES CONTRACT

Once completed, print the form, have it signed by all those indicated below and mail to OMB/Purchasing. Please be advised, the use of professional services under the continuing services contract is restricted as follows: The cost of the engineering study is < $200,000 or the cost of the construction project for which an engineering design is being performed is < $2 million.

USE THE TAB KEY TO MOVE BETWEEN FIELDS

NAME OF PROJECT: Holder Industrial Park

DEPARTMENT / DIVISION / OFFICE: Water Resources/Utility Planning & Engineering Division

TECHNICAL CONTACT: Tina Malmberg

GRANT FUNDED: YES NO x **FINANCING REQUIRED:** YES x NO

ACCOUNT NUMBER: **BUDGET AMOUNT:** $152, 859

PLANNING/STUDY YES x NO **DESIGN / CONSTRUCTION** x YES NO

DESCRIBE THE PROJECT; GIVE THE NAME OF CONSULTANT; AND PROVIDE QUOTED PRICE

The intent of the project is to design, permit, and construct an 8-inch force main along CR491 starting with a connection point into the existing forcemain at the intersection of CR 491 and Deltona Boulevard, east to just past the entrance to Quail Run to a County owned site where a proposed lift station will be located. This project will provide future sewer service to the surrounding neighborhoods as well as the future Holder Industrial Park.

The Department would like to retain Burrell Engineering, Inc. as part of the RFQ, "Professional Services Contract", to provide professional services to assist the County for the purpose of preparing design and permitting documents, bidding and construction assistance for the facility upgrades for the above referenced project. The cost for professional services provided by Burrell Engineering, Inc. is a lump sum amount of $152,859.00.

Please see attached herewith the Scope of Services documents for your review.

REQUESTOR Christina Malmberg Digitally signed by Christina Malmberg DN: C=US, E=christina.malmberg@citrusbocc.com, CN=Christina Malmberg Date: 2021.04.23 09:27:46-04'00' **DATE** _____

DIVISION DIRECTOR Christina Malmberg Digitally signed by Christina Malmberg DN: C=US, E=christina.malmberg@citrusbocc.com, CN=Christina Malmberg Date: 2021.04.23 09:27:27-04'00' **DATE** _____
Required regardless of the cost

DEPARTMENT DIRECTOR Ken Cheek Digitally signed by Ken Cheek Date: 2021.04.26 09:17:01 -04'00' **DATE** _____
Required if cost is > $5,000

MANAGEMENT & BUDGET DIRECTOR _____ **DATE** 5·10·2021
Required if cost is > $10,000

CHAIRMAN _____ **DATE** _____
Required if cost is > $25,000

Attachment: RFQ 18-060 Agenda Docs WA 21-090 Burrell Eng (12890 : RFQ 18-060 Work Authorization; Continuing Contract Prof Utility Eng

BEI BURRELL ENGINEERING, INC.
CIVIL ENGINEERING

12005 N. FLORIDA AVE.
DUNNELLON, FL 34434
PH. 352-489-4144
FAX 352-489-4741

April 19, 2021

Ms. Christina Malmberg, P.E.
Citrus County Utility Department
1300 S. Lecanto Highway
Lecanto, FL 34461-9014

Subject: Task Authorization for Professional Engineering Services for Holder Industrial Park FM Extension

Dear Ms. Malmberg:

Burrell Engineering, Inc. is pleased to provide this Task Authorization to you to provide engineering services to perform design, permitting and construction services for the Holder Industrial Park Force Main Extension.

It is my understanding that this project will consist of the addition of an 8-inch force main on CR 491 from the existing FM at the intersection of CR 491 and Deltona Boulevard, east to just past the entrance to Quail Run to a proposed Lift Station site owned by Citrus County. The purpose of this project is to connect the proposed facilities to the existing 8-inch force main going west on CR 491 and to provide future sewer service to the surrounding neighborhoods as well as the future Holder Industrial Park.

Attached, please find Exhibit "A" that details the scope of services and anticipated fee for this project. Should this scope and fee meet with your approval, please provide me with a Purchase Order.

We look forward to working with you on this project and will be ready to place it on our schedule as soon as we receive a purchase order.

Sincerely

Burrell Engineering, Inc.

Troy E. Burrell, Jr., P.E.
President

X:\Proposals\2021 Proposals\Citrus County Utilities Task Authorizations\Holder Industrial Park FM Exyension\HolderIndPkFMLtr.doc

Attachment: RFQ 18-060 Agenda Docs WA 21-090 Burrell Eng (12890 : RFQ 18-060 Work Authorization; Continuing Contract Prof Utility Eng

Work Authorization No. 33
To The
Professional Services Agreement
Between
Citrus County
and
Burrell Engineering, Inc.

This Work Authorization No. 33 is entered into by and between Burrell Engineering, Inc. ("Consultant") and the Citrus County Florida, a political subdivision of the State of Florida ("County") and is hereby incorporated into the Professional Services Agreement ("Agreement") between the parties dated August 21st , 2018 for the purpose of defining the general terms and conditions applicable to the initial and continuing contractual relationship between the parties hereto.

Article I – Scope of Services

Whereas, the COUNTY desires to undertake the development of the project known as:

Holder Industrial Park Force Main Extension

Hereinafter referred to as the Project and, whereas, the County desires to engage the Consultant to Civil Engineering Design, Permitting and Construction services described in the Scope of Services, including subsequent attachments.

Article II - Compensation

The County agrees to pay for all consulting services requested by the County and rendered by the Consultant in connection with the Project and such other additional work as may be required by the County from time to time, in strict accordance with the conditions set forth in this Article of Work Authorization No. 33.

The fees charged by the Consultant under this Article and the payment of said charges, by the County, shall constitute full compensation for all expenses incurred by the Consultant in connection with the services rendered. The Consultant shall be paid for the professional services as described in the Scope of Services included as Exbibit A. The Consultant invoices will be made monthly.

Article III – Notice to Proceed

Both Parties hereto warrant and represent that they have the full right, power, and authority to execute this Work Authorization No. 33. The County's written transmittal of this Work Authorization No. 33 to the Consultant will serve as the Notice to Proceed to the Consultant for services provided under this Work Authorization No. 33.

Attachment: RFQ 18-060 Agenda Docs WA 21-090 Burrell Eng (12890 : RFQ 18-060 Work Authorization; Continuing Contract Prof Utility Eng

EXHIBIT "A"
for
Civil Engineering Services for
Holder Industrial Park Force Main Extension

I. Scope of Services

A. Civil Engineering Design/Permitting Services

1. Consult with Client and other agencies to assemble all available maps, drawings, calculations, and reports available for the general project area. The purpose of this project is to install a proposed lift station and force main to serve the existing and future commercial and residential development on CR 491 and the surrounding area.
2. In discussion with County staff estimate the future sewage flows to determine the optimum size of the proposed lift station and force main to handle present and future sewage flows.
3. Prepare construction plan using the boundary and topographic information provided under this proposal detailing the existing site and FM route.
4. Prepare detail sheets to include miscellaneous utility details and erosion control details.
5. Perform design analysis of the proposed lift station to size the wet well and pumps for future flows per consultation with County staff. Connect the proposed force main into the existing county force main on the CR 491 Right-of-way.
6. Submit 60% plans to Citrus County for review and comment.
7. After addressing 60% comments from County staff prepare applications to the Florida Department of Environmental Protection (FDEP), FDOT Utility Permit, ERP General Permit, or exemption (if required) and address agency comments if any.
8. Submit 90% plans to Citrus County for review and comment.
9. Address 90% review comments and after receipt of DEP and FDOT permits provide 100% plans to County.
10. Perform general supervision and review of design process and coordinate with client and agencies during design process.

B. Electrical Engineering Design/Permitting Services

1. Provide the following services:
   a) Construction Documents:
      (1) Coordination with respective Utility (Power) Company for Electrical Service Requirements.
      (2) Electrical Plans descriptive of the modifications required

Attachment: RFQ 18-060 Agenda Docs WA 21-090 Burrell Eng (12890 : RFQ 18-060 Work Authorization; Continuing Contract Prof Utility Eng

(a) Electrical Symbol Legend and General Notes.

(b) Electrical Site Plan developed from CAD Background provided by Burrell Engineering.

(c) Power Riser Diagram of the Lift Station Electrical System.

(d) Control Panel Schematic Diagram for lift station and configuration.

(e) Single Line Diagram and SCADA Points List.

(f) Conduit & Cable Schedules.

(g) Voltage Drop and short circuit calculations on all service and branch feed circuits.

(h) Installation details as may be required.

(3) Electrical Specifications, including:

(1) Division 26 –Specifications.

(a) Section 26 05 00 – Common Work Results for Electrical.

(b) Section 26 08 00 – Commissioning of Electrical Systems.

(c) Section 26 20 00 – Low-Voltage Electrical Distribution.

(2) Division 33 - Specifications

(a) Section 33 09 31 – Control Panel for Sewage Lift Station.

(b) Section 33 09 32 – Remote Telemetry and SCADA Communications.

(c) Section 33 81 16 – Lattice Communication Tower.

(4) Attendance at one Design Review / Coordination Meeting.

(5) Responses to all Design & Construction Document Review Comments.

C. Environmental Services

Cursory Biological Assessment / Baseline Wildlife Assessment.
This assessment will be a qualitative assessment of the subject site and query of existing data to determine the potential presence of listed species on site or the likelihood that habitats present onsite support listed species based upon sighting or sign or habitat and species range. Listed species, for the purpose of this proposal, are those plants and animals that are formally listed as Endangered, Threatened, or a Species of Special Concern, or as a commercially exploited plant by the US Department of the Interior, Fish and Wildlife Service (50 CFR 17.11-12) or the Florida Fish and Wildlife Conservation Commission (Chapter 68A-27 FAC) or the Florida Department of Agriculture and Consumer Services (Section 581 F.S.). A site inspection will be conducted to confirm the presence of obvious listed species presence such as the

Attachment: RFQ 18-060 Agenda Docs WA 21-090 Burrell Eng (12890 : RFQ 18-060 Work Authorization; Continuing Contract Prof Utility Eng

gopher tortoise and its burrow. The field inspection will utilize pedestrian transects to cover the site for faunal and floral sight, sign, or direct observation. Environmental features located in the field will be plotted on an aerial with the use of a handheld GPS unit. There will be no trapping or other quantitative methods used to determine actual species presence. A GIS maps will be produced showing the locations of environmental features (if present) based upon the handheld GPS locations. The results will be summarized in a report with pertinent habitat land use/land cover maps, photo documentation and exhibits.

D. Geotechnical Engineering

1. Perform soil boring to include:

    a. One (1) Standard Penetration Test (SPT) soil boring to a depth of thirty (30) feet below existing site grade in the proposed sanitary sewer lift station area.

2. Samples will be recovered from the soil borings per ASTM standards and returned to the laboratory for visual classification per the Unified Soil Classification Group System.
3. A report will be prepared to present findings, evaluations, and recommendations to aid in the design of the proposed sanitary sewer lift station.

E. Surveying

1. Survey Limits: County Road No. 491 (a.k.a. North Lecanto Highway) between the centerline of the North Deltona Boulevard, East bound to and including the lift station past the entrance to Quail Run (approximately 2.1 miles). Said Limits contains approximately 25 acres. Right-of-way lines will be based on adjoining record plats.
2. A large GPS horizontal (NAD 83) and vertical (NAVD 88) control loop will be run throughout the Survey Limits establishing Benchmarks upon found and set control points. A minimum of 11 Benchmark/Control Points will be reported in State Plane Coordinates on the final map. Note: this includes a 3-wire level loop thru all the control points to verify and compare elevations.
3. Topographic elevations will be collected in 100' Stations and where necessary to show proper breaks and ditches. Contours will be reported in 1' vertical intervals.
4. Above ground utilities will be located and shown per field observations and available as-built maps, detailing accessible inverts. Digging for utilities is not a part of this proposal.
5. Improvements including, but not limited to the following will be shown: apparent right-of-way lines, ditches (top of bank and toe of slopes), asphalt, striping, concrete, light poles, utility boxes, tree lines, buildings & curbing.

F. S.U.E. Services

George F. Young, Inc. (GFY) to provide ASCE 38-02 Standard Subsurface Utility Engineering (SUE) and SUE-Survey services at the referenced site to assist with the design and placement of the proposed force mains and associated infrastructure as described below:

Attachment: RFQ 18-060 Agenda Docs WA 21-090 Burrell Eng (12890 : RFQ 18-060 Work Authorization; Continuing Contract Prof Utility Eng

TASK I

- GFY to provide minor traffic control within the work areas while designating and locating the subsurface utilities. Traffic control is to be maintained in accordance with applicable standards. Provide safety devices, signs and/or other safety equipment as appropriate for work outside of the travel lanes.
- ASCE Quality Level 'B' Designation – Utilizing conventional electronic designating equipment including handheld electromagnetic locators and ground-penetrating radar (GPR), GFY to designate and mark the horizontal location of found subsurface gas and fiber optic utility lines along the proposed route as shown in the attached exhibit. Specific areas of investigation will be limited to:
  - R/W to R/W along N Lecanto Hwy/CR 491, starting at the intersection with N. Florida Ave/US 41 and heading approx. 100 LF east and 100 LF west from the intersection (total distance of approx. 200 LF).
  - R/W to R/W along N Lecanto Hwy/CR 491, starting approx. 100 LF west of the intersection with N Deltona Blvd and heading east to a point approx. 100 LF east of N. Whispering Oaks Loop (total distance of approx. 450 LF)
- GFY to survey collect found utility information and to provide an electronic file, in plan-view only, together with a Surveyor's Report containing found utility information.

TASK II

- Client to review deliverables provided after completion of TASK I activities and provide a conflict matrix showing the locations of requested test holes.
- GFY to provide minor traffic control within the work areas while designating and locating the subsurface utilities. Traffic control is to be maintained in accordance with applicable standards. Provide safety devices, signs and/or other safety equipment as appropriate for work outside of the travel lanes.
- ASCE Quality Level 'A' Location – GFY to provide test holes (VVH – verified vertical and horizontal) on existing utilities that potentially conflict with the design of the proposed force main alignments, as directed by the Client. GFY to provide a maximum of fourteen (14) test holes.
  - For each test hole, GFY to neatly cut and remove existing surface material (not to exceed 225 square inches per cut); excavate the material through the cut, down to the utility in a way that prevents damage to wrappings, coatings, or other protective coverings of the utilities (i.e., vacuum/pressure excavations, hand digging, etc.); and provide a restoration of the surface pavement, within the limits of the cut, at the time of the backfill.
- GFY to survey collect found test hole (VVH) utility information and to provide a two-dimensional electronic file, in plan-view only, together with a Surveyor's Report containing found utility information.

Utilization of the above equipment and methods is the industry recognized procedure for finding and locating underground utilities and features. Although effective and reliable, there is the possibility that all utilities may not be detected due to environmental conditions, soil conditions, water table, excessive depth, and/or feature makeup.

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G. Construction Services

1. Prepare project specifications and bid documents using the standard County "front end" documents. Technical specifications will be included as part of the construction drawings.
2. Assist the County in bids solicitation and bid administration, including response to contractor questions, addenda preparation, bid comparison, recommendation letter, agreement preparation and issuance of notice to proceed.
3. Conduct pre-construction meeting with contractor, client, and utility companies.
4. Review shop drawings.
5. Review contractors pay requests and forward to client for processing.
6. Perform periodic observation of construction. This proposal does not include full time inspection, only periodic observation for the sole purpose of certifying completion to FDEP. This proposal is based on a total of 30 site visits for the civil engineer and 1 inspection by the electrical engineer. Inspection time required / approved by the client above this amount will be billed as additional services. It is our understanding that the County will provide full time inspections and witnessing of pressure tests utilizing County staff.
7. Electrical Engineer services include:
   a) Bid Assistance phase will consist of:
      (1) Responding to all Contractors questions and formally issuing Addenda to approved bidders.
      (2) Review of Bid Values and Letter of recommendation for award of bid.

   b) Construction Administration phase will consist of:
      (1) Two reviews of Contractor's submittal data for electrical materials associated with the lift station.
      (2) Performance of one intermediate and one substantial completion field observations.
      (3) Issuance of Contractor's Discrepancy List "Punch List" from substantial completion field verification.
      (4) Review of Project Close-out Documentation.

   c) Record Documents will consist of:
      (1) Making revisions to CAD drawings using Contractor Provided RED-LINE Documents.

H. Final Certifications

1. Review certified record drawings prepared by the contractor's surveyor.
2. Prepare and submit final certifications to the FDEP and Citrus County.

Attachment: RFQ 18-060 Agenda Docs WA 21-090 Burrell Eng (12890 : RFQ 18-060 Work Authorization; Continuing Contract Prof Utility Eng

I. Deliverables

1. Supply up to 20 copies of plans and calculations for the design portion of the scope and up to 15 sets of Construction Documents for construction. Also includes an allowance of $900 for the DEP application fee.

II. Proposal Qualifications and Exceptions

A. This proposal is based on performing all services one time only. Changes required due to circumstances beyond our control will be considered extra services. This would include comments from regulatory agencies in excess of one RAI per agency.

B. This proposal is based on Citrus County providing as-builts of the existing FM at the proposed connection point.

C. This proposal is based on regulations in effect at the time of this proposal.

D. This proposal does not include construction stakeout.

E. This proposal does not include the preparation of offsite easements.

F. Electrical engineering services do NOT include:
1. Design and/or Specification of SCADA Controls or Programmable Logic Controller Systems. Control panel to include DFS RTU and SCADA communications.
2. Design and/or Specification of Lightning Protection Systems.
3. Design and/or Specification of Structural equipment supports for pole mounted lighting fixtures for hurricane wind-load compliance.
4. Circuit breaker trip analysis (coordination studies).
5. Attendance at pre-bid meeting.
6. Attendance at a pre-construction conference.

H. This proposal does not include NPDES permitting or construction monitoring, wetland mitigation, wildlife taking/relocation permit application preparation, retaining wall design, building or foundation design, irrigation design, landscape design, lighting design, construction staking, FDOT drainage design or permitting, construction management or supervision, analysis or design of offsite water and sewer systems, safety inspections, zoning changes, level 2 planning reviews, tree mitigation calculations, lot reconfigurations, variance requests, traffic studies, legal services or testimony, or attendance at meetings outside of Citrus County.

Attachment: RFQ 18-060 Agenda Docs WA 21-090 Burrell Eng (12890 : RFQ 18-060 Work Authorization; Continuing Contract Prof Utility Eng

III. Professional Fees

The professional services listed in the scope of services detailed above will be provided for the lump sum fee as outlined below:

Part A	-	Civil Engineering Design/Permitting Services	$54,500
Part B	-	Electrical Engineering Design/Permitting Services	$8,510
Part C	-	Environmental Services	$4,620
Part D	-	Geotechnical Engineering Services	$1,694
Part E	-	Surveying	$40,480
Part F	-	SUE Services	
		Task I	$10,120
		Task II	$9,295
Pard G	-	Construction Services	
		Civil Engineer	$18,000
		Electrical Engineer	$1,500
Part H	-	Final Certifications	$2,140
Part I	-	Deliverables	$2,000
		Total Professional Fees	**$152,859.00**

Attachment: RFQ 18-060 Agenda Docs WA 21-090 Burrell Eng (12890 : RFQ 18-060 Work Authorization; Continuing Contract Prof Utility Eng

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	RFQ 21-029 Fire Training Facility Contaminant Assessment; Aptim Environmental & Infrastructure, LLC
AGENDA DATE:	**June 08, 2021**

BRIEF OVERVIEW:

On December 27, 2020, Staff advertised the Request for Qualification RFQ 21-029 Environmental Consultant Services for the Citrus County Fire Training Facility Contaminant Assessment and received eleven (11) proposals.

Background: The Florida Department of Environmental Protection (FDEP) has been engaged in investigations related to the historic use of aqueous film forming foam (AFFF) at Certified Fire Training Facilities across the State. The FDEP has been conducting these investigations because of two contaminants of emerging concern, perfluorooctanoix acid (PFOA) and perfluorooctane sulfonate (PFOS), which historically have been used in a wide variety of products, including AFFF. As part of this effort, the FDEP requested that Citrus County complete a questionnaire regarding Citrus County's Fire Training Facility. Because the use of AFFF was disclosed, the FDEP's Site Investigation Section (SIS) collected samples from the onsite potable well, a water fountain, a hose bib, a temporary direct push well, surface water, soil and sediment on January 23, 2019. Further Sampling is required.

Scope of Services - Respondent shall provide (but not limited to) the scope of services listed below:

1. Determine the vertical and lateral extent of major clayey lithological strata across the project site.
2. Monitoring Well Installation with soil sampling and analysis.
3. Submission of a Soil Assessment Report (SAR) to FDEP.
4. Digging & Drilling.
5. Groundwater Sampling.
6. Soil Sampling.
7. All Reporting requirements with FDEP.

After evaluations were completed, it was determined the County would begin negotiations with Geosyntec Consultants. During this process, it was determined that County did not agree with the scope of services and cost of project and elected to move to the next consultant determined by the evaluation scoring which is Aptim Environmental & Infrastructure, LLC.

Staff is requesting to award this project to Aptim Environmental & Infrastructure, LLC. as the most responsive and responsible Consultant to provide the assessment per FDEP requirements; this includes continued onsite assessment of soil, sediment, surface water and groundwater conditions surrounding the fire training facility. This proposal has been prepared to provide the next phase of soil and groundwater assessment at the facility in accordance with the criteria contained in Chapter 62-780, Florida Administrative Code (FAC). The continued assessment is anticipated to complete the aerial extent of PFAS in

soils surrounding the fire training facility and complete the well installation and groundwater sampling portion of the assessment activities at a cost of $134,545.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance*
8100-54550	Ins Trust Fun	$550,000	$191,655	$0	$358,345

*Prior to award

FY 20/21 Insurance Trust Fund-General Liability Claims Budget

RECOMMENDED ACTION:

Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and Aptim Environmental & Infrastructure, LLC. to ensure that County is following the Florida Department of Environmental Protection requirements in the use of PFAS.

Citrus County Board of County Commissioners

Risk Management Office
3600 W. Sovereign Path Suite 180
Lecanto, FL 34461
(352) 527-5365 Fax (352) 527-5300

To: **Linda Morse, Purchasing Manager**
Department of Management and Budget

Through: **Colleen Scott, Director**
Department of Management and Budget

From: **Mary Glancy, Risk Manager**
Department of Management and Budget

Re: **RFQ 021-029 – Environmental Consultant Services**
Fire Training Center – 1300 S. Lecanto Highway

Date: **April 30, 2021**

****

We received several bids for the RFQ we advertised for in February, 2021. Geosyntec Consulting Services came in first with the highest score for the environmental consulting Services for the Fire Training Center. Staff met with the Geosyntec team and we discussed the scope of services where they sent in the first proposal which was reviewed. Staff then discussed the proposal with Geosyntec and asked they revise the proposal to what was had previously been prepared for the County by a previous consultant. We then received another proposal which was not what we had discussed.

Staff then went to the next bidder which is Aptim and asked for their proposal based on the scope of services proposed by the County. We have received and reviewed the scope and proposal and have determined we would like to enter into an Agreement with Aptim. Please prepare an Agreement for Aptim to execute so we may place on the next Board agenda for approval.

Thank you and should you have any questions, please feel free to contact me should you have any questions.

MRG/
CC: Randy Oliver, County Administrator

Attachment: 6-8-21 RFQ 21-029 Agenda Docs (12896 : RFQ 21-029 Fire Training Facility Contaminant Assessment; Aptim Environmental &

PROCUREMENT AUTHORIZATION FORM

FOR PURCHASES IN EXCESS OF $ 35,000

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: (Two lines maximum) Environmental Consultant Services for the Citrus County Fire Training Facility Contaminant Assessment

DEPARTMENT / DIVISION: Risk Management

ACCOUNT NUMBER: (Four lines maximum) This Assessment will be paid from the FY 20/21 Trust Fund Budget

BUDGET AMOUNT: $135,000

FINANCING REQUIRED: YES ☐ NO ☑ **GRANT FUNDED:** YES ☐ NO ☑

DESCRIPTION OF COMMODITY / SERVICE / PROJECT AND JUSTIFICATION FOR EXPENDITURE:

Citrus County, Florida ("County") is requesting qualified consulting firms to submit a Statement of Qualifications to provide professional Environmental consulting services for the Citrus County Fire Training Facility Contaminant Assessment.

Scope of Services

1. Determine the vertical and lateral extent of major clayey lithological strata across the project site
2. Monitoring Well Installation with soil sampling and analysis
3. Submission of a Soil Assessment Report (SAR) to FDEP
4. Digging & Drilling
5. Groundwater Sampling
6. Soil Sampling
7. All Reporting requirements with FDEP

REQUESTOR (SIGNATURE) Mary Glancy Digitally signed by Mary Glancy Date: 2020.12.16 09:33:08 -05'00' **DATE** 12/16/2020

REQUESTOR (PRINT NAME) Mary Glancy **DATE** 12/16/20

DIVISION DIRECTOR cpcote **DATE** 12·17·2020

DEPARTMENT DIRECTOR cpcote **DATE** 12·17·2020

MANAGEMENT & BUDGET DIRECTOR Same **DATE**

Attachment: 6-8-21 RFQ 21-029 Agenda Docs (12896 : RFQ 21-029 Fire Training Facility Contaminant Assessment; Aptim Environmental &

Title	RFQ 21-029 Environmental Consultant
Number	RFQ 21-029
Phase	Evaluations for

Terms

The following terms have been agreed upon by all evaluators that have conducted an evaluation for this bid solicitation

Evaluation Team Instructions have not been added for your agency.

Scores

Criteria	Company Information and Qualifications	Personnel Proposed and Qualifications	Technical Strength and Support Capability	Project Approach	Required Forms, Documents, and Information	Required Submittals & Completeness of Responses	Total
Weight	**20**	**20**	**20**	**20**	**10**	**10**	**100**
Aptim Environmental & Infrastructure, LLC	17.27	18.61	19.53	19.68	9.78	9.42	94.30
Cardno, Inc.	19.35	18.03	18.70	18.42	9.01	9.98	93.49
ECS Limited	14.95	14.44	15.42	15.18	9.58	7.99	77.56
Geosyntec Consultants	19.39	17.10	19.29	18.68	9.94	9.92	94.33
HRP Associates, Inc.	15.45	16.12	15.82	15.75	9.37	8.36	80.86
HSW Consulting LLC	15.05	15.07	16.58	18.52	9.73	9.03	83.98
PSI	17.42	16.51	17.63	15.75	9.29	9.19	85.79
Ramboll US Consulting, Inc.	15.50	15.79	17.03	13.51	8.76	8.86	79.46
Terracon Consultants, Inc.	16.89	15.17	16.54	17.24	9.59	9.27	84.69
Tetra Tech, Inc.	19.16	17.28	17.74	17.36	9.74	7.05	88.33
TRC	18.61	16.3	14.15	15.81	9.67	9.69	84.22

Attachment: 6-8-21 RFQ 21-029 Agenda Docs (12896 : RFQ 21-029 Fire Training Facility Contaminant Assessment; Aptim Environmental &

Title	RFQ 21-029 Environmental Consultant
Number	RFQ 21-029
Phase	Evaluations for

Terms

The following terms have been agreed upon by all evaluators that have conducted an evaluation for this bid solicitation

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Evaluation Team Instructions have not been added for your agency.

Scores

Criteria	Company Information and Qualifications	Personnel Proposed and Qualifications	Technical Strength and Support Capability	Project Approach	Required Forms, Documents, and Information	Required Submittals & Completeness of Responses	Total
Weight	**20**	**20**	**20**	**20**	**10**	**10**	**100**
Aptim Environmental & Infrastructure, LLC	**17.27**	**18.61**	**19.53**	**19.68**	**9.78**	**9.42**	**94.30**
Will Bryant	18.82	18.83	18.60	19.04	9.35	9.25	93.89
Mary Glancy	15.00	18.00	20.00	20.00	10.00	10.00	93.00
Craig Stevens	18.00	19.00	20.00	20.00	10.00	9.00	96.00
Cardno, Inc.	**19.35**	**18.03**	**18.70**	**18.42**	**9.01**	**9.98**	**93.49**
Will Bryant	18.04	18.09	18.10	15.76	9.04	9.93	88.96
Mary Glancy	20.00	16.00	18.00	20.00	8.00	10.00	92.00
Craig Stevens	20.00	20.00	20.00	19.50	10.00	10.00	99.50
ECS Limited	**14.95**	**14.44**	**15.42**	**15.18**	**9.58**	**7.99**	**77.56**
Will Bryant	13.86	15.32	14.25	14.53	9.73	8.98	76.67

Mary Glancy	15.00	10.00	15.00	15.00	10.00	8.00	73.00
Craig Stevens	16.00	18.00	17.00	16.00	9.00	7.00	83.00
Geosyntec Consultants	**19.39**	**17.10**	**19.29**	**18.68**	**9.94**	**9.92**	**94.33**
Will Bryant	18.17	18.31	17.88	18.05	9.82	9.75	91.98
Mary Glancy	20.00	13.00	20.00	18.00	10.00	10.00	91.00
Craig Stevens	20.00	20.00	20.00	20.00	10.00	10.00	100.00
HRP Associates, Inc.	**15.45**	**16.12**	**15.82**	**15.75**	**9.37**	**8.36**	**80.86**
Will Bryant	15.34	15.35	15.45	15.26	8.10	8.09	77.59
Mary Glancy	13.00	15.00	15.00	15.00	10.00	8.00	76.00
Craig Stevens	18.00	18.00	17.00	17.00	10.00	9.00	89.00
HSW Consulting LLC	**15.05**	**15.07**	**16.58**	**18.52**	**9.73**	**9.03**	**83.98**
Will Bryant	17.14	17.21	16.75	17.57	9.19	9.09	86.95
Mary Glancy	10.00	10.00	15.00	20.00	10.00	10.00	75.00
Craig Stevens	18.00	18.00	18.00	18.00	10.00	8.00	90.00
PSI	**17.42**	**16.51**	**17.63**	**15.75**	**9.29**	**9.19**	**85.79**
Will Bryant	14.25	12.53	12.9	13.24	7.87	7.58	68.37
Mary Glancy	18.00	17.00	20.00	15.00	10.00	10.00	90.00
Craig Stevens	20.00	20.00	20.00	19.00	10.00	10.00	99.00
Ramboll US Consulting, Inc.	**15.50**	**15.79**	**17.03**	**13.51**	**8.76**	**8.86**	**79.46**
Will Bryant	13.51	13.37	13.1	13.54	6.29	6.58	66.39
Mary Glancy	15.00	15.00	20.00	10.00	10.00	10.00	80.00
Craig Stevens	18.00	19.00	18.00	17.00	10.00	10.00	92.00
Terracon Consultants, Inc.	**16.89**	**15.17**	**16.54**	**17.24**	**9.59**	**9.27**	**84.69**
Will Bryant	14.66	14.50	14.61	13.72	8.76	8.81	75.06
Mary Glancy	17.00	12.00	15.00	18.00	10.00	10.00	82.00
Craig Stevens	19.00	19.00	20.00	20.00	10.00	9.00	97.00
Tetra Tech, Inc.	**19.16**	**17.28**	**17.74**	**17.36**	**9.74**	**7.05**	**88.33**
Will Bryant	18.49	17.83	17.23	13.08	9.21	9.16	85.00
Mary Glancy	20.00	15.00	18.00	20.00	10.00	5.00	88.00
Craig Stevens	19.00	19.00	18.00	19.00	10.00	7.00	92.00
TRC	**18.61**	**16.30**	**14.15**	**15.81**	**9.67**	**9.69**	**84.22**
Will Bryant	15.82	13.90	13.44	10.43	9.02	9.06	71.67

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/10/2021

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	CONTACT NAME: Robert Kaiser	
USI Southwest 9811 Katy Freeway, Suite 500 Houston TX 77024	PHONE (A/C, No, Ext): 713-490-4600	FAX (A/C, No): 713-490-4700
	E-MAIL ADDRESS: Robert.Kaiser@usi.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Aptim Holding Corp. 4171 Essen Lane Baton Rouge LA 70809 APTIMHOL	INSURER A : Starr Surplus Lines Insurance Company	13604
	INSURER B : Starr Indemnity & Liability Company	38318
	INSURER C : XL Insurance America, Inc.	24554
	INSURER D : AIG Specialty Insurance Company	26883
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1590174997 **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 CONT.LIAB & XCU X BROAD FORM PD GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	1000090589201	6/30/2020	6/30/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
B B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	Y	Y	1000635746201 1000635747201	6/30/2020 6/30/2020	6/30/2021 6/30/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ $ $ $
B	[ ] UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	1000095268201	6/30/2020	6/30/2021	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
B B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	1000004242 1000004243 1000004244	6/30/2020 6/30/2020 6/30/2020	6/30/2021 6/30/2021 6/30/2021	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
C D	Professional Liability Contractors Pollution			CEO744642303 CPO16136924	6/30/2020 6/30/2020	6/30/2021 6/30/2021	$10,000,000 $10,000,000	Each Claim/Agg Per Occurrence/Agg

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

Job Name: Citrus County Fire Training
Job #: RFQ 21-029
Certificate Holder is included as Additional Insured (except as respects coverage afforded by the Workers Compensation) and is granted a Waiver of Subrogation as required by written contract, but only for liability arising out of the Operations of the Named Insured. This insurance certified herein will apply as Primary and Non- Contributory as required by written contract. No policy will permit carrier cancellation without thirty (30) days prior written notice to the Certificate Holder.

See Attached...

CERTIFICATE HOLDER

Citrus County, Florida
Political Subdivision of the State of Florida
3600 W. Sovereign Path
Lecanto FL 34461
United States

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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AGENCY CUSTOMER ID: APTIMHOL

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
USI Southwest	Aptim Holding Corp. 4171 Essen Lane Baton Rouge LA 70809
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

******Schedule of Named Insureds******
ACCELERATED REMEDIATION COMPANY, A PORTAGE APTIM LLC, AS RESPECTS TO APTIM'S INTEREST IN THE JOINT VENTURE
AELS ADMINISTRATIVE SERVICES, LLC
AMERICAN PLASTIC PIPE AND SUPPLY, L.L.C.
APTIM COASTAL PLANNING & ENGINEERING OF NORTH CAROLINA, INC.
APTIM COASTAL PLANNING & ENGINEERING, INC.
APTIM COASTAL PLANNING & ENGINEERING, LLC
APTIM COASTAL, INC.
APTIM CONNECTICUT INC
APTIM CORP.
APTIM ENGINEERING OF NORTH CAROLINA, P.C.
APTIM ENGINEERING PUERTO RICO, LLC
APTIM ENVIRONMENTAL & INFRASTRUCTURE, INC.
APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC
APTIM ENVIRONMENTAL INTERNATIONAL, INC.
APTIM ENVIRONMENTAL LIABILITY SOLUTIONS, L.L.C.
APTIM FACILITIES, INC.
APTIM FEDERAL SERVICES LLC
APTIM GOVERNMENT SOLUTIONS, LLC
APTIM HDR, LLC
APTIM HOLDING CORP.
APTIM HOLDINGS LLC
APTIM INTELLECTUAL PROPERTY HOLDINGS, LLC
APTIM INVESTMENT HOLDINGS, INC.
APTIM LIQUID SOLUTIONS LLC
APTIM MAINTENANCE, LLC
APTIM MASSACHUSETTS, INC.
APTIM MASSACHUSETTS, LLC
APTIM-NORTH WIND CONSTRUCTION JV, LLC, AS RESPECTS TO APTIM'S INTEREST IN THE JOINT VENTURE
APTIM PORT SERVICES INTERNATIONAL, LLC
APTIM PORT SERVICES MAINTENANCE, INC.
APTIM PORT SERVICES, LLC
APTIM SERVICES, LLC
APTIM SPECIALTY SERVICES, L.L.C.
APTIM/BAKER/GANNETT FLEMING J.V., AS RESPECTS TO APTIM'S INTEREST IN THE JOINT VENTURE
APTIM/STOK JV, AS RESPECTS TO APTIM'S INTEREST IN THE JOINT VENTURE
APTIM-AIM JV, AS RESPECTS TO APTIM'S INTEREST IN THE JOINT VENTURE
APTIM-VERSAR, LLC, AS RESPECTS TO APTIM'S INTEREST IN THE JOINT VENTURE
ARLINGTON AVENUE E VENTURE, LLC
ATLANTIC CONTINGENCY CONSTRUCTORS, LLC, AS RESPECTS TO APTIM'S INTEREST IN THE JOINT VENTURE
HIGH DESERT SUPPORT SERVICES, LLC
Coastal Estuary Services , LLC
Aptim Engineering New York PC
KingsBay Support Services, LLC
LFG Specialties, LLC
****

Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees and volunteers are additional insureds except with respect to Worker's Compensation and Professional Liability.

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Starr Surplus Lines Insurance Company

AMB #: 013977 NAIC #: 13604 FEIN #: 263622499

Administrative Office
399 Park Avenue
New York, New York 10022
United States

Web: www.starrcompanies.com
Phone: 646-227-6300
Fax: 646-227-6620
View Additional Address Information

AM Best Rating Unit: AMB #: 018756 - Starr International Group
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, 055404 - Starr International 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 View Definition

Rating (Rating Category):	A (Excellent)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 11, 2020
Initial Rating Date:	September 30, 2009

Long-Term Issuer Credit View Definition

Rating (Rating Category):	a (Excellent)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	December 11, 2020
Initial Rating Date:	September 30, 2009

Financial Size Category View Definition

Financial Size Category: XV ($2 Billion or greater)
u Denotes Under Review Best's Rating

Starr Indemnity & Liability Company

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AMB #: 013853 NAIC #: 38318 FEIN #: 751670124

Administrative Office
399 Park Avenue
New York, New York 10022
United States

Web: www.starrcompanies.com
Phone: 646-227-6300
Fax: 646-227-6620
View Additional Address Information

AM Best Rating Unit: AMB #: 018756 - Starr International Group
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, 055404 - Starr International 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 View Definition

Rating (Rating Category): A (Excellent)
Outlook (or Implication): Stable
Action: Affirmed
Effective Date: December 11, 2020
Initial Rating Date: May 29, 2008
Long-Term Issuer Credit View Definition

Rating (Rating Category): a (Excellent)
Outlook (or Implication): Stable
Action: Affirmed
Effective Date: December 11, 2020
Initial Rating Date: May 29, 2008
Financial Size Category View Definition

Financial Size Category: XV ($2 Billion or greater)
u Denotes Under Review Best's Rating

XL Insurance America, Inc.

AMB #: 002423 NAIC #: 24554 FEIN #: 756017952

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Administrative Office
70 Seaview Avenue
Stamford, Connecticut 06902
United States

Web: www.axaxl.com
Phone: 203-964-5200
Fax: 203-964-3444
View Additional Address Information

AM Best Rating Unit: AMB #: 086106 - XL Bermuda Ltd
Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

View additional for this company.

Based on AM Best's analysis, 085085 - AXA S.A. 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 View Definition

Rating (Rating Category):	A+ (Superior)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	September 29, 2020
Initial Rating Date:	June 30, 1950

Long-Term Issuer Credit View Definition

Rating (Rating Category):	aa- (Superior)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	September 29, 2020
Initial Rating Date:	April 11, 2005

Financial Size Category View Definition

Financial Size Category: XV ($2 Billion or greater)
u Denotes Under Review Best's Rating

AIG Specialty Insurance Company

AMB #: 003535 **NAIC #: 26883** **FEIN #: 020309086**

Mailing Address
175 Water Street 18th Floor
New York, New York 10038

Attachment: 6-8-21 RFQ 21-029 Agenda Docs (12896 : RFQ 21-029 Fire Training Facility Contaminant Assessment; Aptim Environmental &

United States

Web: www.aig.com
Phone: 212-770-7000
View Additional Address Information

AM Best Rating Unit: AMB #: 005953 - AIG Property Casualty Insurance Group
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, 058702 - American International 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 View Definition

Rating (Rating Category):	A (Excellent)
Affiliation Code:	r (Reinsured)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	August 19, 2020
Initial Rating Date:	June 30, 1974

Long-Term Issuer Credit View Definition

Rating (Rating Category):	a (Excellent)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	August 19, 2020
Initial Rating Date:	April 06, 2005

Financial Size Category View Definition

Financial Size Category: XV ($2 Billion or greater)

u Denotes Under Review Best's Rating

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Attachment: 6-8-21 RFQ 21-029 Agenda Docs (12896 : RFQ 21-029 Fire Training Facility Contaminant Assessment; Aptim Environmental &

CONSULTANT AGREEMENT

This Consulting 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

Aptim Environmental & Infrastructure, LLC, (Consultant).

2.0 Designated Contact Person as to County:

Mary Glancy, Risk Manager
Citrus County Risk Management
3600 W. Sovereign Path, Suite 180
Lecanto, Florida 34461
Phone: 352-527-5363
Fax: 352-527-5372
Email: mary.glancy@citrusbocc.com

3.0 Designated Contact Person as to Consultant:

Donald Lewis, PE, Project Manager
Aptim Environmental & Infrastructure, LLC
725 US Highway 301 S
Tampa, Florida, 33619
Phone: 813-612-3653
Fax: 813-626-1663
Email: donald.lewis@aptim.com

4.0 Notices: All notices between County and Consultant, 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 Consultant 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 issued to Consultant, 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 – Consultants Scope of Services and Fee Schedule

7.0 Terms of Agreement and Commencement of Services: The duration of the Agreement shall be from the date that the Parties have executed the Agreement until the completion and closeout of the project authorized by and accepted to County's satisfaction. The date that Consultant shall commence the provision of Services shall be the date on which a Purchase Order and a Notice to Proceed is received by Consultant.

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8.0 Modification of Agreement: The Agreement may only be modified or amended upon mutual written agreement of County and Consultant. No oral agreements or representations shall be valid or binding upon County or Consultant. No alteration or modification of the Agreement terms shall be valid or binding against County. Consultant may not unilaterally modify the terms of the Agreement by affixing additional terms by incorporating such terms onto Consultant's documents forwarded by Consultant for payment. County's processing of documentation on forms furnished by Consultant for approval of payment shall not constitute acceptance of any terms and conditions noted therein.

9.0 Services Provided by Consultant: Consultant shall provide professional engineering and consulting services for the Citrus County Fire Training Facility Contaminant Assessment in accordance with the Scope of Services attached hereto as Exhibit "A". All Services will be performed by Consultant to the satisfaction of the Designated Contact Person who has authority to answer questions, provide County furnished information, and resolve difficulties that may arise during Consultant's performance of the Services.

9.1 Additional Services: Services that may be required after expiration of the Agreement, including, but not limited to, design assistance, construction assistance, and litigation assistance, will be completed within the terms and conditions of this Agreement at the written direction of County. Any additional Services, as well as compensation for such, will be negotiated between the Parties and made part of this Agreement through an Amendment to the Agreement.

9.2 Changes in Project Scope: County may at any time, as the need arises, order changes to the project scope without invalidating the Agreement. If such changes result in an increase or decrease in Consultant's fees, or in the time required for Consultant to perform the Services, an equitable adjustment shall be authorized by way of an Amendment to the Agreement. Any Amendment that results in a change in Consultant's fees in excess of $35,000.00 will require the approval by County.

9.3 Correction of Work: Consultant shall promptly correct any Services rejected by County for failure to comply with the requirements of this Agreement, without additional expense to County. If Consultant does not take action to correct rejected Services within ten (10) calendar days after receipt of written notice from County, County may terminate the Agreement.

9.4 Performance Qualifications: County reserves the right to investigate or inspect, at any time, whether the provision of the Services complies with the the Agreement requirements. Consultant shall at all times during the Agreement term remain responsive and responsible. Consultant 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 Consultant for the performance of the provision of the Services covered under the Agreement. If County determines that (1) Consultant does not meet these qualifying conditions, (2) that the Services do not meet the specified requirements, or (3) that Consultant's performance is untimely, County may terminate the Agreement. All final plans, documents, reports, studies and other data prepared by Consultant shall bear the professional's seal/signature, in accordance with the applicable Florida Statute that governs and Administrative Rules promulgated by the Florida Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Agreement. In the event that changes in the Statute or Rules create a conflict with the requirements of the published guidelines, requirements of the Statute and/or Rules shall take precedence.

9.5 Progress Schedules: Consultant agrees to provide project schedule progress reports in a format acceptable to County and at intervals established by County. County will be entitled at all times to be advised, at its request, as to the status of work being done by Consultant and of the details thereof. Either party to the Agreement may request and be granted a conference.

9.6 Supervision by Consultant: Consultant shall supervise and direct the performance of Consultant's Services and shall be solely responsible for the means, methods, techniques, sequences, and safety.

Attachment: 6-8-21 RFQ 21-029 Agenda Docs (12896 : RFQ 21-029 Fire Training Facility Contaminant Assessment; Aptim Environmental &

9.7 Suspension of Consultant's Services under a Work Authorization Assignment: County may, in its sole discretion, suspend Consultant's Services covered under any Work Authorization assignment, at any time, when in the best interest of County. County shall provide Consultant written notice outlining the particulars of the suspension. Upon receiving a notice of suspension, Consultant and Sub-Consultant shall immediately comply with the notice, stopping all work in-progress and not perform any further Services covered under the Work Authorization assignment. Within ninety (90) days after the notice of suspension, or any longer period agreed to between County and Consultant, County shall either issue a written notice authorizing Consultant to resume the Services, or terminate the Work Authorization assignment. If County issues notice to Consultant to resume its Services, Consultant will be allowed a mutually agreed upon extension of time that is directly attributable to the suspension. In the event of suspension, County will be responsible for compensating Consultant only for services satisfactorily completed, or partially completed, up to the date of suspension. Suspension of Consultant's Services shall not entitle Consultant to any loss of anticipated profit under this provision.

9.8 Work Authorizations: Anytime County requires Consultant's Services for a project, County will develop a "conceptual" scope services for the project and share such with Consultant. Consultant will be required to (a) evaluate the conceptual scope and gather additional information, if necessary, (b) visit and familiarize themselves with the project site, if applicable, and (c) provide County with a Proposal for the project, which will include a detailed scope of services, a schedule of milestones, and a cost estimate for the project. Proposal shall be submitted in sufficient detail, as required by County, to allow for the proper evaluation of the Proposal. If Consultant's Proposal is deficient in scope or the there is insufficient information concerning Consultant's cost estimate, Consultant will be required to provide County with additional information and/or modify the Proposal to the satisfaction of County. Upon County's acceptance of Consultant's Proposal (scope, schedule, and fee), Consultant shall prepare a final Proposal which shall be identified as a "Work Authorization" for execution by County and Consultant. All Services to be performed by Consultant under a Work Authorization shall be to the satisfaction of County. Furthermore, this person shall have the responsibility to answer questions, provide County information, and resolve issues that may arise during Consultant's preparation of their Proposal, as well as negotiate Consultant's scope, schedule, and fee for Project. If, after discussions and negotiations between County and Consultant, County cannot accept Consultant's Proposal for a particular project, County shall have the right to rescind its request for Consultant's Services and seek the services of another consultant. Under no circumstances shall County be liable to Consultant for any costs incurred by Consultant in preparing their Proposal regardless of whether County does or does not accept Consultant's Proposal.

9.8.1 Duration of Work Authorizations: Work Authorizations issued under the Agreement will remain in force until completed by Consultant or cancelled by County and time is of the essence of this Agreement and each of its provisions.

9.8.2 Notices of Work Authorizations: Work Authorizations are "sub-agreements" to this Agreement whereby County and Consultant mutually agree to the scope, schedule and price of a project that is assigned to Consultant. All notices between County and Consultant concerning Work Authorizations shall be between County and Consultant. Notices shall be in writing and delivered by regular mail, certified mail, courier service, facsimile, and e-mail or personal delivery.

10.0 Compensation to Consultant's Fee Schedule: Compensation to be paid to Consultant for the provision of their Services based on Consultant's fee schedule attached hereto as Exhibit "A" and if County identifies, or Consultant recommends, any additional Services to be performed by Consultant, or if County authorizes changes in the scope, extent, or character of the Project that result in additional fees, such additional fees shall be mutually negotiated between County and Consultant, and made a part of this Agreement by a written Amendment.

10.1 Changes in Consultants Fee Schedule: Before making any additions or deletions to the work and before undertaking any changes or revisions to such work, the parties will negotiate any necessary cost changes and will agree to such through an amendment to the Agreement. In the event that Consultant and County are not able to reach an Agreement as to the amount of compensation to be

paid to Consultant for supplemental work desired by County, Consultant will be obligated to proceed with the supplemental work in a timely manner for the amount determined by County to be reasonable. In such event, Consultant will have the right to file a claim with County for such additional amounts as Consultant deems reasonable; however, in no event will the filing of the claim or the resolution or litigation thereof through administrative procedures or the courts relieve Consultant from the obligation to timely perform the supplemental work.

10.2 Compensation in Excess of $195,000: If the compensation to be paid to Consultant, whether by time and material, lump-sum or cost-plus-a-fixed-fee, will exceed the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, it is mutually agreed that the following provision will be applicable to this Agreement:

> "Consultant hereby certifies covenants and warrants that wage rates and other factual unit costs provided to County to support the compensation for any Services covered under this Agreement are accurate, complete and current as of the date of the Agreement. It is further agreed that the Agreement price will be adjusted to exclude any significant sums by which County determines the Agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments must be made within one year following the end of the Agreement. For this purpose, the end of the Agreement is the date of final billing or acceptance of the work by County, whichever is later."

10.3 Direct Operating Expenses: Allowable direct operating expenses shall include, but not be limited to, purchase of materials or parts, purchase or lease of equipment, reproduction services, film processing, long distance telephone charges, postal and courier delivery charges, and purchases of other services and/or items as authorized by County. Travel, per diem, meals and lodging expenses are not allowable direct operating expenses. Approved direct operating expenses shall be reimbursed to Consultant at actual cost-plus fifteen percent (15%) mark-up to cover Consultant's overhead and profit. Reimbursement of direct operating expenses will require Consultant to provide copies of invoices, and/or other documentation to support the expenditure.

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. At a minimum, the payment requests shall include the Agreement Number, 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 Consultant that County deems necessary to substantiate claims for remuneration. Upon receipt of Consultant'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 the 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 properly received payment request 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

Attachment: 6-8-21 RFQ 21-029 Agenda Docs (12896 : RFQ 21-029 Fire Training Facility Contaminant Assessment; Aptim Environmental &

Attachment: 6-8-21 RFQ 21-029 Agenda Docs (12896 : RFQ 21-029 Fire Training Facility Contaminant Assessment; Aptim Environmental &

accordance with Chapter 218, Part VII of the Florida Statutes "Local Government Prompt Payment Act", or reject the payment request, within ten (10) business days after the date on which the corrected and proper payment request is recorded as received by County.

11.4 Resolution of Payment Request Disputes: In the event of a dispute between Consultant and County concerning the full or partial payment of a payment request, such disagreement shall be finally determined by County. If the dispute between Consultant 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 Consultant for the Services, a purchase order will also be issued to Consultant for the purpose of facilitating payment to Consultant. Except under an "emergency request", Consultant shall not provide any Services to County until Consultant has received a purchase order from County. Consultant 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 Consultant via facsimile or e-mail. The written transmission order must be submitted with any payment request submitted by Consultant for such emergency requests.

11.6 Progress Payments: Consultant may submit progress payment requests to County for partial completion of the Services. If County makes payment of progress payments to Consultant which is attributable to any services provided by any of Consultants suppliers, subconsultants or subcontractors, Consultant shall remit payment for such from the progress payments to those subconsultants or subcontractors. All Services covered by progress payment requests shall become the sole property of County. However, this shall not be construed as relieving Consultant of the sole responsibility for the care and protection of those Services which have been completed, even if Consultant remains in possession and control of such Services, or as a waiver of the right of County to require Consultant to fulfill all of the terms of the Agreement. If Consultant's fee is a "lump sum amount", Consultant shall indicate on each invoice (1) the percentage of work completed, (2) the value of the completed work, based on a percentage of the lump sum amount, (3) the total amount of prior payments received, and (4) the net amount of the payment request, which is the value of the completed work minus the value of prior payments received.

11.7 Payments to Subconsultants: When Consultant receives from County any payment for Services covered under the Agreement, Consultant must pay such moneys received to each sub-Consultant or supplier in proportion to the percentage of the Services completed by each sub-Consultant or supplier within ten (10) business days after Consultant's receipt of the payment. If Consultant receives less than full payment, then Consultant shall be required to disburse only the funds received on a pro rata basis to its sub-Consultants or suppliers, each receiving a prorated portion based on the amount due on the payment. If a sub-Consultant receives payment from Consultant for labor, services or materials furnished by sub-Consultants or suppliers hired by the sub-Consultants, the sub-Consultant must remit payment due to those sub-Consultants or suppliers within seven (7) business days after the sub-Consultant's receipt of payment from Consultant.

11.8 Records of Costs: Records of costs incurred under terms of this Agreement will be maintained and made available upon request to County at all times during the term of this Agreement and for five (5) years after the expiration or termination of the Agreement. Copies of these documents and records will be furnished to County upon request. Records of costs incurred will include Consultant's general accounting records and the project records, together with supporting documents and records, of Consultant, their subconsultants and subcontractors, performing work on the project, and all other

Attachment: 6-8-21 RFQ 21-029 Agenda Docs (12896 : RFQ 21-029 Fire Training Facility Contaminant Assessment; Aptim Environmental &

records of Consultant, their subconsultants and subcontractors considered necessary by County for a proper audit of project costs.

11.9 Right to Withhold: Except for issues arising from contract indemnification provisions, County will have the right to retain out of any payment due Consultant under this Agreement an amount sufficient to satisfy any amount due and owing to County by Consultant on any other Agreement between Consultant and County. County may withhold payment on any invoice in the event that Consultant is in default under any provision of this Agreement or any other Agreement between Consultant and County as of the time of processing the invoice or as of the time payment is made available on the invoice. This right to withhold will continue until such time as the default has been cured, and, upon cure, County will have the right to retain an amount equal to the damages suffered as a result of the default.

11.10 Final Payment Once the Project has been completed and Consultant has fulfilled all of the requirements under the Agreement and provided there are no existing or pending claims or demands by County against Consultant, Consultant may submit a final payment request to County. Upon receipt of such, and provided the payment request is in order, County shall make final payment to Consultant.

11.11 ACH Enrollment: All Consultants will be required to complete an "Authorization Agreement for ACH Credits Enrollment Form". Payments will be deposited directly into Consultant'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: Consultant warrants that, to the best of its knowledge, there are no pending or threatened actions, proceedings, investigations, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Consultant's ability to satisfy its Agreement obligations.

12.2 Warranty Against Defects in Workmanship: Consultant 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, Consultant 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. Consultant 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, Consultant will use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. Consultant will use due care in performing its Services and will have due regard for acceptable professional standards and principles. Consultant'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 Consultant do not comply with the foregoing warranties and County notifies Consultant of such, then Consultant shall (at its sole expense) promptly re-execute the nonconforming Services. All such re-performed Services shall be performed on a mutually agreed schedule. Consultant shall and does hereby assign to County the benefits of any of Consultant's sub-consultant's or Sub-contractor's warranties. Such assignment shall not relieve Consultant 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 that results from Consultant's performance of its Services 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 Consultant. When title passes to County in accordance with the Agreement, Consultant 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: Consultant will keep and maintain public records required by County to perform the service. Upon request from County's custodian of public records, Consultant will provide 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 for a period of five (5) years. Consultant will provide County access to all records. Consultant 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 Consultant does not transfer the records to County. Upon completion of the Agreement, Consultant will transfer, at no cost, to County all public records in possession of Consultant or keep and maintain public records required by County to perform the service. If Consultant transfers all public records to County upon completion of the Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology system of County. If Consultant does not comply with County's request for public records, County shall enforce the provisions of the Agreement in accordance with the terms of the Agreement and may cancel the Agreement.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'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, Consultant, 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 Consultant. Consultant shall provide County a certificate(s) of insurance, evidencing such coverage.

14.1 Minimum Insurance Requirements: Pursuant to Section 337.106, Florida Statues, Consultant 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 Consultant, its agents, representatives, employees or subconsultants. 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 Consultant 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, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Consultant under this contract.

14.2 Commercial General Liability Respondent must obtain a General Liability policy with a minimum limit of $1,000,000 per occurrence, and a $2,000,000 general aggregate.

14.3 Automobile Liability: Consultant 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 Consultant does not own vehicles, Consultant 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:

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14.4.1 Consultant 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 Consultant that has exempt status as an individual, County requires proof of workers compensation insurance coverage for that Consultant/employer/owner's employees. If Consultant/employer/owner or individual has applied for a workers compensation exemption, County does not recognize this exemption to extend to the employees of Consultant/employer/owner.

14.4.3 The purpose of this section is to ensure that all Consultants, subconsultants, 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 Consultants, subconsultants, sole proprietors, or other business entities. All provisions of this Section shall be construed in accord with this intent.

14.5 Professional Liability and/or Errors and Omissions Liability: 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.

14.6 Other Insurance Provisions:

14.6.1 Consultant 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.

14.6.2 The project's number should be noted on the certificate.

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

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 Workers Compensation and Professional Liability. The coverage shall contain no special limitation on the scope of protection afforded to County, its officials, employees or volunteers.

14.6.5 Consultant'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 Consultant's insurance and shall be non-contributory.

14.6.6 For all policies of insurance except Professional Liability: Consultant, 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. 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.

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

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

14.6.9 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.

14.6.10 All Certificates must show that Consultant's policies have been endorsed per the requirements.

14.6.11 Once ALL paperwork is completed and received by County, an email will be sent to Consultant 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 Consultant'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. Consultant 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 Consultant's agent(s).

15.0 Indemnification: Consultant shall indemnify and hold harmless County, their officers, and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Consultant and persons employed or utilized by Consultant, including any subcontractors, in the performance of the construction contract. Neither Consultant 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. 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 Consultant under this Agreement may be retained by County until all of 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. Consultant shall proceed with the performance of any changes in the Services so ordered by County unless Consultant believes that such Field Order entitles it to a change in Contract Price or Time, or both, in which event Consultant shall give County written notice thereof within fifteen (15) calendar days after the receipt of the ordered change, and Consultant shall not execute such changes pending the receipt of an executed Change Order or further instruction from County.

17.0 Termination of Agreement: The Agreement may be terminated by either party upon giving the other party thirty (30) calendar day's written notice. In the event of termination, County will be responsible for compensating Consultant only for the satisfactorily completed or partially completed Services up to the date of termination. Consultant shall not be entitled to recover any loss of anticipated profit.

18.0 Additional Terms and Conditions:

18.1 Advertising: Subject to Chapter 119, Florida Statutes, Consultant shall not publicly disseminate any information concerning the Agreement without prior written approval from County, including, but

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not limited to mentioning the Agreement in a press release or other promotional material, identifying County as a reference, or otherwise linking Consultant'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 Consultant 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, Consultant remains secondarily liable for performance of the Agreement, unless County expressly waives such secondary liability.

18.3 Bankruptcy or Insolvency: Consultant shall promptly notify County in writing of the filing of any voluntary or involuntary petition for bankruptcy and/or of any insolvency of Consultant or any of its subconsultants or subcontractors who are involved in the provision of the Services under this Agreement.

18.4 Compliance with Laws: Consultant 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, 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.

18.5 Conflict of Interest: Consultant warrants that it is not aware of any contracts or arrangements, which would conflict in any manner with the performance of the Services under this Agreement. If Consultant becomes aware of a potential conflict of interest, internally or among Consultant's subconsultants or employees during the course of the Agreement, Consultant shall immediately bring the issue to the attention of the County. If at the County's sole discretion, a conflict of interest exists, the parties may waive the conflict, Consultant will end the conflict, or the County may terminate the Agreement under the Terms of Article 17 of the Agreement. Furthermore, Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant 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 Consultant any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant, and its subconsultants 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 Consultant or its subconsultants, during its tenure, or for two years thereafter, has any interest, direct or indirect. Consultant, and its subconsultants at any tier, shall insert the following provision into each of their contracts and sub-contracts:

"No member, officer, or employee of the subcontractor, during their tenure or for two years thereafter, shall have any interest, direct or indirect, in this contract or the proceeds thereof."

18.6 Correction of Services: Consultant 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 Consultant shall promptly replace and re-execute the Services in accordance with the Contract Documents and applicable laws (e.g., Americans with Disabilities Act and Florida Building Code), without additional expense to County for errors, omissions or deficiencies in the deliverables furnished, produced and or developed by Consultant or any Consultant Representative, and shall bear the expense of making good all Services of other consultant's work destroyed or damaged by such removal or replacement. All removal and replacement of Services shall be done at Consultant's expense. If Consultant 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 Consultant.

18.7 County Funds: If sufficient funding is not available for Consultant 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 Consultant'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, Consultant may not expend any County funds for the purpose of lobbying the legislature, or local, state, or federal agencies.

18.8 Debarment: Consultant 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.

18.9 Disposal of Wastes: Consultant shall handle any waste materials generated by the Consultant in the performance of the Services in full compliance with all laws, regulations, and requirements of all governmental authorities and those of County. Consultant shall use only disposal facilities, which have proper permits and are in full compliance with all Laws. Consultant agrees that County has the right to reject, for any reason, Consultant's use of any particular disposal facility.

18.10 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 Consultant. Should a mutual agreement not be reached, County shall render a decision and reduce such to writing and serve a copy on Consultant. The decision shall be final and conclusive.

18.11 Documentation: All tracings, plans, specifications, maps, deliverables, 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 (i.e. equipment, services, software, computer models, data, routines, technology, and other intellectual property incident to provide the Scope of Services). Upon delivery to County of said document(s), County will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Consultant will not copyright any material and products, trademark, trade secret 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. This Agreement has been prepared by County and reviewed by Consultant and their professional advisors and it is agreed that it should not be interpreted in favor of either County or Consultant or against County or Consultant merely because of their efforts in preparing the Agreement. The headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Agreement.

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18.12 Drug Free Workplace: Consultant 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).

18.13 Employees, Subconsultants, Subcontractors and Agents: All Consultant employees, subconsultants, subcontractors, or agents performing any of the Services under the Agreement shall be properly trained to meet or exceed any specified training qualifications and has or will secure, at its own expense, all personnel required to perform the Scope of Services required. Upon request, Consultant shall furnish a copy of licenses, certifications, or other proof of qualification. All employees, subconsultants, subcontractors, or agents of Consultant must comply with all security and administrative requirements of County. County may conduct, and Consultant shall cooperate in, a security background check or otherwise assess any employee, sub-consultant, subcontractor, or agent of Consultant. County may refuse access to County Facilities or require replacement of any employee, sub-consultant, subcontractor, or agent of Consultant 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 Consultant of its obligation to perform all Services in compliance with the Agreement. County may reject and bar from any County facility for cause any of Consultant's employees, subconsultants, subcontractors, or agents. County shall have the right to review and approve any subconsultants or subcontractors that are utilized by Consultant in the performance of their Services. Consultant shall be fully responsible to County for the acts and omissions of its subconsultants and subcontractors, and persons directly or indirectly employed by them. It is Consultant's responsibility to ensure that its subconsultants and subcontractors are properly licensed to do business in the State of Florida and Citrus County, as required by law and comply with insurance provisions.

18.14 Environmental Issues: All notifications regarding environmental issues or requirements shall be sent immediately to County's Contact Person. Unless directed otherwise by County, Consultant is not to contact any local, state or federal governmental agencies concerning environmental issues involving the Project Site under the Agreement.

18.15 Equal Employment Opportunity: Consultant shall not discriminate on the basis of race, color, sex, sexual orientation, gender identity, 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. Consultant shall furnish pertinent information regarding its employment policies and practices as well as those of their proposed subconsultants as the Secretary of Labor, or County may require. The above shall be required of any sub-consultant hired by Consultant. All Equal Employment Opportunity requirements shall be included in all non-exempt subconsultants entered into by Consultant. Sub-contracts entered into by Consultant shall also include all other applicable labor provisions. No sub-contract shall be awarded to any non-complying sub-consultant. Additionally, Consultant shall insert in its sub-contracts a clause requiring subconsultants to include these provisions in any lower tier sub-contracts that may in turn be made. Consultant shall comply with all state laws and local ordinances, except that any preferential consideration of local in-state subconsultants is NOT allowed.

18.16 E-Verification System: Consultant 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 Consultant during the contract term to perform any duties within Florida, and; (2) all persons, including subconsultants, assigned by Consultant to perform work pursuant to this Agreement. Consultants meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

18.17 Force Majeure Event: Consultant shall not 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 obligation is prevented or delayed by any cause, existing or future, which is beyond the reasonable control, and not a result of the fault or negligence of the affected party (a "Force Majeure Event"). If a party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such party shall immediately provide notice to the other party of the circumstances preventing or delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God (excluding normal or seasonal weather conditions), war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes, and severe floods.

18.18 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.

18.19 Governmental Restrictions: If Consultant believes that any governmental restrictions have been imposed that require alteration of the methods used in the performance of the Services, Consultant 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.

18.20 Immigration and Nationality Act: Consultant 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 Consultant 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 Consultant knowingly employs unauthorized aliens.

18.21 Inspection, Performance, Supervision: County reserves the right to inspect the Services provided by Consultant, whether partially or fully completed, at any time, as deemed appropriate by County for the purpose of ensuring Consultant's performance under the Agreement. Such inspections performed by County, shall not be construed as a final approval of Consultant's Service, and shall not relieve Consultant from its obligations under the Agreement. County reserves the right to inspect, at any reasonable time with prior notice, Consultant'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. Consultant shall at all times during the Agreement term remain responsive and responsible. Consultant 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 Consultant for the performance of the provision of the Services covered under the Agreement. If County determines that Consultant does not meet these qualifying conditions, or that the Services 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, Consultant is not relieved from fulfilling all Agreement requirements. Consultant shall supervise and direct the performance of its Services and shall be solely responsible for the means, methods, techniques, sequences, and safety of Consultant Services. County reserves the right to enter into Agreements with other firms or entities to assist County with its review of the deliverables, any project component(s) and the work.

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18.22 Lawful Claims and Demands: Should any outstanding claims by subconsultants or suppliers incurred in the performance of the Services materialize after County has made Payment to Consultant, Consultant will indemnify and save County harmless from such claims. Acceptance by Consultant of payment shall be and shall operate as a release to County of all claims and all liabilities to Consultant, other than claims in stated amounts as may be specifically excepted by Consultant 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, however final or otherwise, shall not release Consultant or its sureties from any obligations under the Agreement.

18.23 Lobbying: Consultant 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.

18.24 Materials, Services, and Facilities: It is understood that, except as otherwise specifically stated in the Contract Documents, Consultant 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.

18.25 Non-Collusion: Consultant 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 Consultant intends to do the work with its own bonafide employees or subconsultants and has not provided a Response for the benefit of another consultant. Furthermore, Consultant 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.

18.26 Project Site Conditions: Consultant 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.

18.27 Protection of Persons: Consultant will be responsible for the safety of its employees and the employees of its subconsultants and subcontractors, during the provision of their Services. Consultant 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. Consultant shall report promptly to County any accident or unusual occurrence during the performance of the Services, including personal injury or death to any Consultant employee, sub-consultant or subcontractor employee or any member of the public, or any damage to any of County's property, the Project Site, or adjacent property.

18.28 Public Entity Crime: Pursuant to 287.133, Florida Statute, 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, response, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, response, 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, responses, 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.

18.29 Relationship: Consultant is an independent Contractor to County in performing its Services under this Agreement and is not an employee, agent, joint-venture, or partner of County.

18.30 Risk of Loss: Until the Services have been accepted by County, risk of loss or damage to any work product, whether partially or fully completed, that is associated with the Services shall remain with Consultant.

18.31 Schedules, Reports and Records: Consultant 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 Consultant's books and records relating to the Agreement, when deemed appropriate by County. All schedules, reports and records of Consultant, as they relate to the Agreement, shall be retained by Consultant for a period of five (5) years from the date of final payment under the Agreement.

18.32 Scrutinized Companies: Consultant 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. Consultant further understands and accepts that any contract issued as a result of this Response 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 Consultant.

18.33 Security and Confidentiality: Consultant shall comply fully with all security procedures of County in the performance of the Agreement. Consultant shall not divulge to third parties any information obtained by Consultant or its agents, subconsultants, subcontractors, officers, or employees in the course of the provision of the Services without written consent of County. However, Consultant shall be permitted to release information to third parties if such information is publicly available through no fault of Consultant, information that Consultant 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, Consultant shall take appropriate steps as to its personnel, agents, subconsultants and subcontractors. The warranties of this paragraph shall survive the Agreement.

18.34 Severability: If a court deems any provision of this 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.

18.35 Survival: All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

18.36 Taxes: Consultant shall pay all sales, consumer, use and other similar taxes required to be paid by Consultant 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 Consultant or for any taxes levied on Consultant'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 are exempt from sales, consumer, use and other similar taxes.

18.37 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

Attachment: 6-8-21 RFQ 21-029 Agenda Docs (12896 : RFQ 21-029 Fire Training Facility Contaminant Assessment; Aptim Environmental &

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 by County.

19.0 Authority: Each person signing the Agreement warrants that he or she is duly authorized, qualified, duly organized to do business under the laws of the State of Florida and to bind the respective party to the Agreement.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Attachment: 6-8-21 RFQ 21-029 Agenda Docs (12896 : RFQ 21-029 Fire Training Facility Contaminant Assessment; Aptim Environmental &

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

APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC

Signature of Witness (1)

Alexandra Valente
Printed Name of Witness (1)

By: _____
DONALD L. LEWIS, PE
VP and PROJECT MANAGER

Signature of Witness (2)

Duke Thornburgh
Printed Name of Witness (2)

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 12th day of May, 2021, by Donald L Lewis as VP and Project Manager who is personally known to me or who produced N/A as identification.

Witness my hand and official seal this 12th day of May, 2021.

NOTARY PUBLIC Signature
Printed Name: Mary Comins
Commission No.: GG 175045
Expiration Date: 1-15-22

SEAL
MARY B. COMINS
State of Florida-Notary Public
Commission # GG 175045
My Commission Expires
January 15, 2022

Official use only

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

ATTEST:

ANGELA VICK, CLERK

BY: _____
SCOTT CARNAHAN, CHAIRMAN

DATE: _____

Attachment: 6-8-21 RFQ 21-029 Agenda Docs (12896 : RFQ 21-029 Fire Training Facility Contaminant Assessment; Aptim Environmental &

EXHIBIT "A"

APTIM
725 US Highway 301 South
Tampa, Florida 33619
Tel: +1 813 612 3600
Fax: +1 813 626 1663
www.aptim.com

April 28, 2021

Mr. Scott Carnahan, Chairman
Citrus County, Florida
110 N. Apopka Avenue
Inverness, Florida 34450

Re: Groundwater Assessment Activities
Citrus County Fire Training Center
1300 South Lecanto Highway
FDEP Site ID ERIC_7394

Dear Mr. Carnahan,

Aptim Environmental & Infrastructure, LLC (APTIM) is pleased to provide Citrus County Government (Citrus County) the following proposed scope of work for the continued assessment at the Citrus County Fire Training Center in Lecanto, Citrus County, Florida. The proposed scope of work includes continued onsite assessment of soil, sediment, surface water and groundwater conditions surrounding the fire training facility. This proposal has been prepared to provide the next phase of soil and groundwater assessment at the facility in accordance with the criteria contained in Chapter 62-780, Florida Administrative Code (FAC). The continued assessment is anticipated to complete the aerial extent of PFAS in soils surrounding the fire training facility and complete the well installation and groundwater sampling portion of the assessment activities. Meryman Environmental will continue to provide project execution support during the continuing assessment phases described herein.

Geophysical Survey

Prior to drilling, a geophysical survey will be performed at the site by GeoView, a geophysical services company, to support determination of the vertical and lateral extent of major clayey lithological strata and underlying limestone across the study area. The general lithological sequence at the site is a surficial sand stratum which is underlain by a sandy clay stratum, underlain by limestone. This information will be used to specifically design the proper well construction for the site, which will require installation of the wells into the upper surficial and/or Floridan aquifer. Previous work at the site has also identified a complex lithology and shallower perched groundwater layers which will be further investigated with the geophysical survey to determine their extent. The attached **Figure 1** limits serve as the geophysical survey limits.

Laboratory Analysis for Samples

The FDEP recently requested a revised set of PFAS compounds for assessments performed internally for the department. Specifically, the FDEP incorporated 4 additional analytes, which have also been incorporated into the analytical for this work going forward. The soil samples will be submitted to a fixed based laboratory for the analysis of PFAS (28 analyte list) by EPA Method 537, modified, for the analysis of perfluorinated substances in soil, sediment, surface water and groundwater. The PFAS 28 list includes:

Attachment: 6-8-21 RFQ 21-029 Agenda Docs (12896 : RFQ 21-029 Fire Training Facility Contaminant Assessment; Aptim Environmental &

1. Perfluorobutanoic Acid (PFBA) – CAS No. 375-22-4
2. Perfluoropentanoic Acid (PFPeA) – CAS No. 2706-90-3
3. Perfluorohexanoic acid (PFHxA) - CAS No. 307-24-4
4. Perfluoroheptanoic acid (PFHpA) - CAS No. 375-85-9
5. Perfluorooctanoic acid (PFOA) - CAS No. 335-67-1
6. Perfluorononanoic acid (PFNA) - CAS No. 375-95-1
7. Perfluorodecanoic acid (PFDA) - CAS No. 335-76-2
8. Perfluoroundecanoic acid (PFUnA) - CAS No. 2058-94-8
9. Perfluorododecanoic acid (PFDoA) - CAS No. 307-55-1
10. Perfluorotridecanoic acid (PFTrDA) - CAS No. 72629-94-8
11. Perfluorotetradecanoic acid (PFTeDA) - CAS No. 376-06-7
12. Perfluorobutanesulfonic acid (PFBS) - CAS No. 375-73-5
13. Perfluoropentanesulfonic acid (PFPeS) – CAS No.2706-91-4
14. Perfluorohexanesulfonic acid (PFHxS) - CAS No. 355-46-4
15. Perfluroheptanesulfonic acid (PFHpS) – CAS No. 375-92-8
16. Perfluorooctanesulfonic acid (PFOS) - CAS No. 1763-23-1
17. Perfluorononanesulfonic acid (PFNS) – CAS No. 68259-12-1
18. Perfluorodecanesulfonic acid (PFDS) - CAS No. 335-77-3
19. Perfluorooctane sulfonamide (FOSA) - CAS No. 754-91-6
20. N-Methyl perfluorooctanesulfonamidoacetic acid (MeFOSAA) - CAS No. 2355-31-9
21. N-Ethyl perfluorooctanesulfonamidoacetic acid (EtFOSAA) - CAS No. 2991-50-6
22. 4:2 Fluorotelomer sulfonate (4:2 FTS) - CAS No. 757124-72-4
23. 6:2 Fluorotelomer sulfonate (6:2 FTS) - CAS No. 27619-97-2
24. 8:2 Fluorotelomer sulfonate (8:2 FTS) - CAS No. 39108-34-4
25. HFPO-DA (GenX) - CAS No. 13252-13-6
26. ADONA - CAS No. 919005-14-4
27. 9Cl-PF3ONS (F-53B Major) - CAS No. 756426-58-1
28. 11Cl-PF3OUdS (F-53B Minor) - CAS No. 763051-92-9

Soil Sampling

Several additional soil samples will be collected for continued delineation of PFAS compounds in soil. Soil samples will include one sample adjacent to and east of SB-3 (0-0.5 ft bls), one sample northwest of SB-6 (0.5-2 ft bls), and continual sampling of the designated soil intervals to a depth of 30 ft bls will be performed west of SB-7 (6 total soil samples). In addition to soil, two sediment samples and one surface water sample (if possible) will be collected from the retention pond to initiate assessment of the potential surface water exposure and sediment leachability issues identified by the FDEP Preliminary Contamination Assessment Report. Although Provisional Cleanup Target Levels (PCTLs) have not been developed for sediment and surface water, the sampling results will be valuable in the development of the site conceptual and contaminant distribution models. The attached **Figure 1** provides the anticipated soil sample locations.

Monitoring Well Installations and Sampling

Groundwater impacts identified by the FDEP during the preliminary assessment will be further investigated by the installation of deeper monitoring wells and the collection of groundwater samples in and around the former training area. A site visit was performed to identify accessible locations for the installation of the wells, which are

at an adequate distance from the currently know impacted area that they should define the PFAS limits present in the groundwater. The wells will be installed into the limestone aquifer. Currently the installations are proposed to be installed with a sonic drilling rig with temporary override casings (secondary casings) to approximately 70 ft and installation of the wells to 100 ft bls. Actual depth of the wells and override casings will be adjusted for the actual depth to limestone and groundwater, and will likely not be installed to this total depth when the geophysical survey data is available. The attached **Figure 2** provides the anticipated well locations. All final well depths and locations will be approved by Citrus County prior to installation.

The 2-inch diameter wells have been proposed for construction by polyvinyl chloride (PVC) and screened across the water table to a total depth of approximately 100 ft bls, for estimating purposes. The wells will be constructed with 15 feet of 2-inch diameter, Schedule 40 PVC 0.006-inch slotted screen with 30/65 sand pack. The proposed locations of the monitoring wells are shown on the attached **Figure 2**. Following installation, the wells will be surveyed for top of casing elevations and water levels will be collected and used to determine of the direction of shallow groundwater flow on the site.

After one week, groundwater samples from the monitoring wells will be collected by utilizing a submersible pump and a field-calibrated YSI multi-parameter instrument with a flow-through cell. The collection procedures will follow the Perfluorinated Compounds Field Sampling Protocols. The samples will be placed on ice and delivered to the fixed laboratory and analyzed for the presence of the 28 PFAS compounds by EPA Method 537, modified, for the analysis of perfluorinated substances in groundwater.

Soil, well development and purged groundwater, and decontamination water from all the sampling activities will be placed in DOT approved 55-gallon drums following the assessment activities. It is estimated that approximately 39 drums of IDW, consisting of soil, decontamination and well development water from the boreholes and equipment will be generated during the installation of the borings and groundwater sampling. IDW will be characterized by the collection of two composite samples for PFAS analysis by EPA method 537, modified. In the event that additional drums of IDW are generated, additional characterization samples, drum purchase, and drum disposal costs may be incurred.

Decontamination procedures during the soil sampling for any item that will directly contact the soil will consist of an initial and second wash with onsite potable water and Alconox or Liquinox detergent. A third wash will consist of PFAS free water obtained from the laboratory and Alconox or Liquinox detergent followed by a triple rinse with PFAS free water. It is estimated that 10 gallons of PFOS free certified water will be necessary to complete the drilling activities and an additional 5 will be required for decontamination activities during the groundwater sampling. The driller has indicated they can supply PFAS free water for their drill activities. The drums will remain onsite until the waste is characterized and accepted for pickup, transportation and disposal, at a later date. The drums will be stored on asphalt or cement at a location acceptable to the facility.

It is estimated that a total of 24 samples will be collected and analyzed for PFAS constituents, including 11 soil samples, 5 groundwater samples, 6 equipment, field quality assurance and required method field regent blanks. Additionally, 2 IDW characterization samples (one soil and one water). In the event additional samples or certified PFAS free water is required for drilling activities, additional costs may be requested authorizing the laboratory or decontamination water expenses.

Attachment: 6-8-21 RFQ 21-029 Agenda Docs (12896 : RFQ 21-029 Fire Training Facility Contaminant Assessment; Aptim Environmental &

APTIM

Report Preparation

A Site Assessment Report summarizing the analytical results of the soil and groundwater collected to date, and including tables and figures will be compiled in accordance with the requirements of Chapter 62-780, FAC, the Contaminated Site Cleanup Criteria. The report will include recommendations for any further sediment, soil and groundwater assessment activities, as necessary, based on the data results. Additional site characterization data could include additional soil borings if perimeter delineation of soil impacts are not complete, or deeper sample intervals are required by the FDEP. The installation of additional monitor wells may also be required if further groundwater delineation is necessary based on the results of this assessment and groundwater gradient established with the well network. At a minimum, one deeper monitor well likely will be required to define the vertical impact limits, however, the construction and installation of this well will be determined based upon completion of the groundwater sampling, which should allow for the well to be property constructed. The report will be submitted within 45 days of receipt of the analytical data.

The estimated costs for the performance of the above referenced scope of work is $134,545. It is assumed all areas are fully accessible and site operations do not impede the execution of work. Work will be completed in accordance with the terms and conditions of a fully executed, mutually agreeable Consultant Agreement between APTIM and Citrus County.

We appreciate the opportunity to be of continued service to Citrus County. If you have any questions or would like to discuss the proposed scope in further detail, please do not hesitate to call or email Donald Lewis at 813-612-3653 or Donald.L.Lewis@aptim.com.

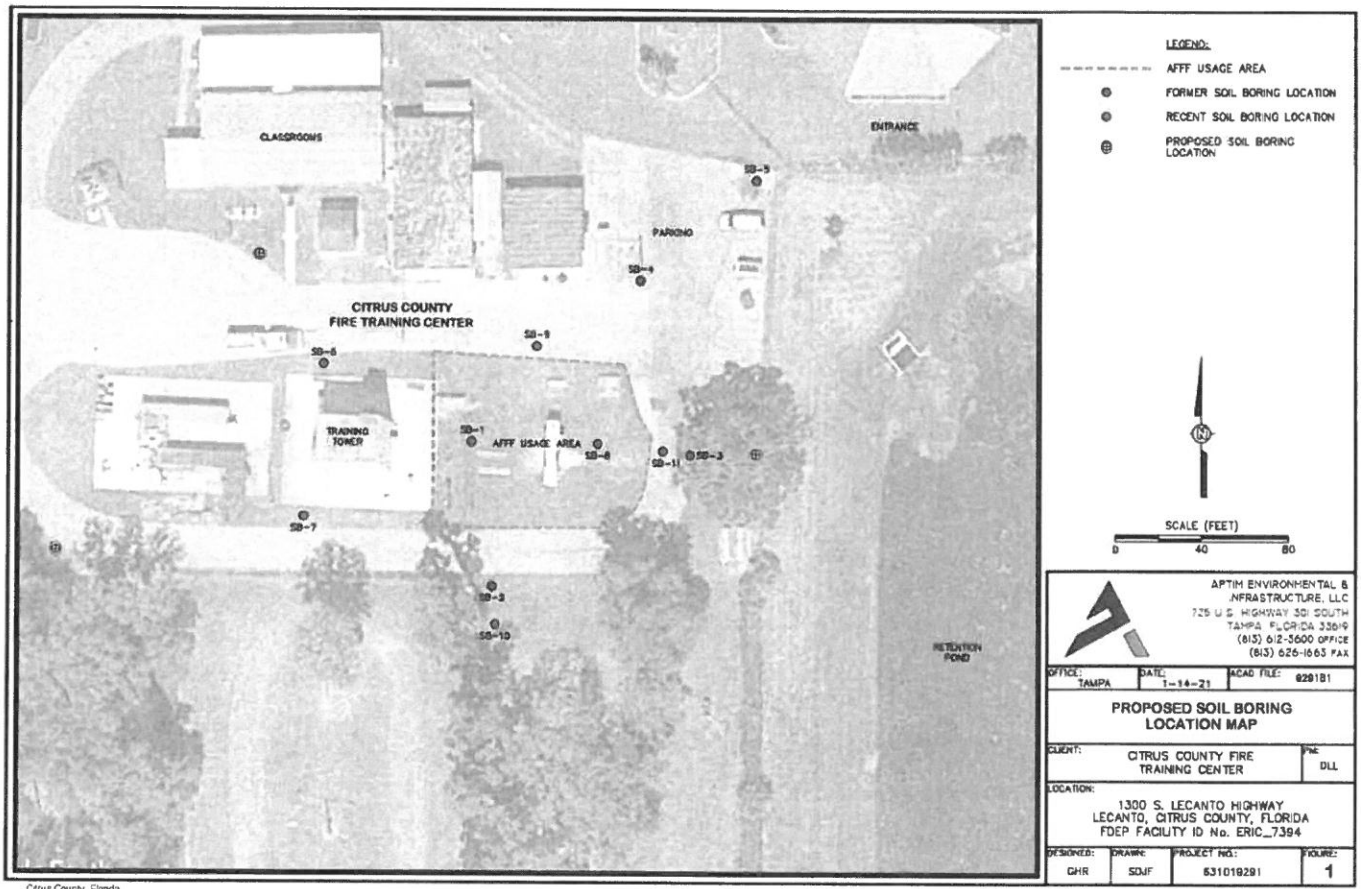
Sincerely,
Aptim Environmental & Infrastructure, LLC.

Donald L. Lewis, PE
Project Manager

Gregg H. Roberts, PG
Site Investigation Manager

Attachments: Figures

Attachment: 6-8-21 RFQ 21-029 Agenda Docs (12896 : RFQ 21-029 Fire Training Facility Contaminant Assessment; Aptim Environmental &



Attachment: 6-8-21 RFQ 21-029 Agenda Docs (12896 : RFQ 21-029 Fire Training Facility Contaminant Assessment; Aptim Environmental &

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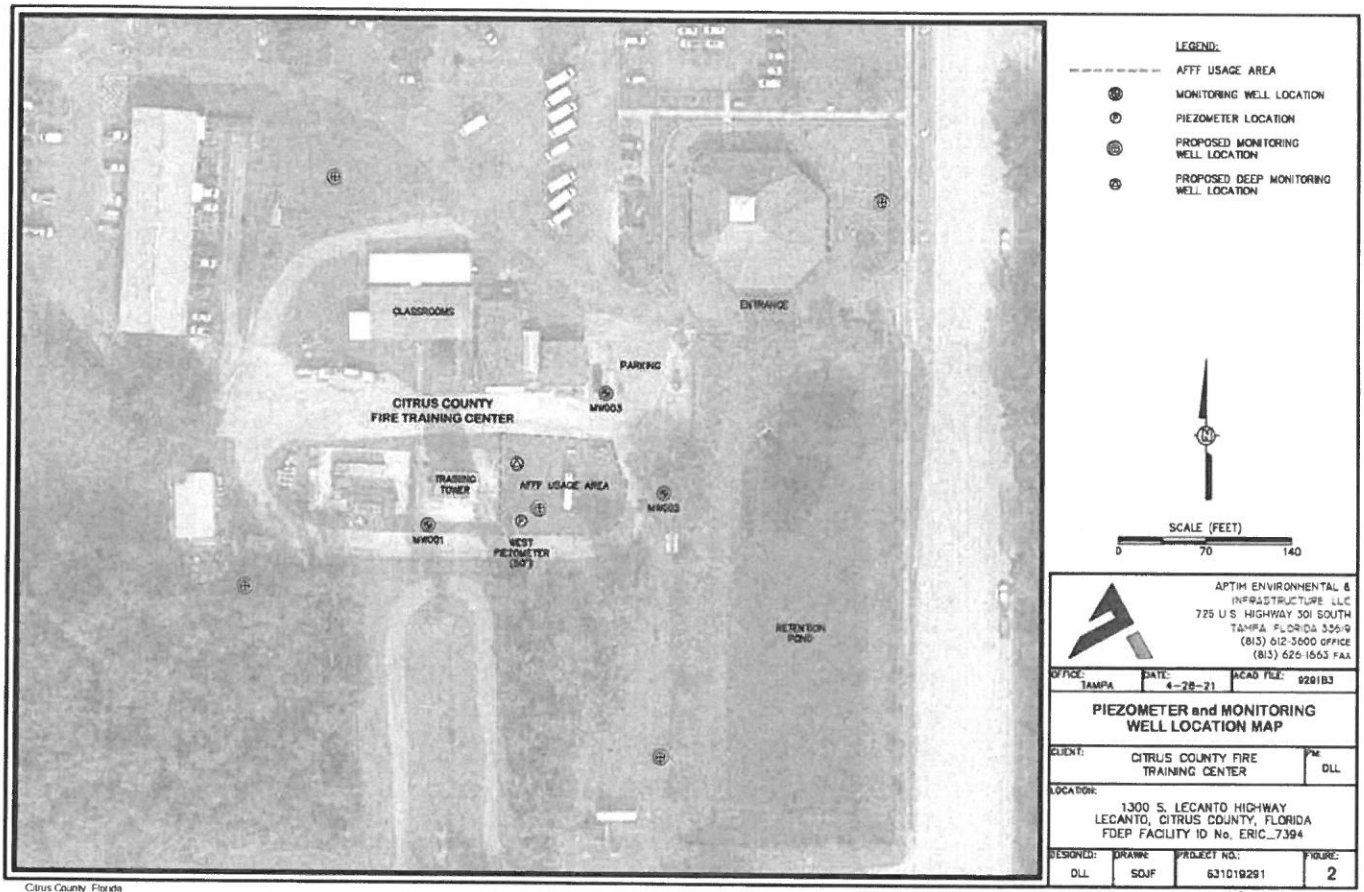

Citrus County Florida
RFQ 21-029 Environmental Consultant Services for the Citrus County
Fire Training Facity Contaminant Assessment

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Attachment: 6-8-21 RFQ 21-029 Agenda Docs (12896 : RFQ 21-029 Fire Training Facility Contaminant Assessment; Aptim Environmental &

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	PB 21-073 Sourcewell RFP #110520-GPC Vendor Managed Inventory & Logistics System; Genuine Parts Co
AGENDA DATE:	**June 08, 2021**

BRIEF OVERVIEW:

Sourcewell formerly known as The National Joint Powers Alliance (NJPA) completed a competitive bidding and selection process, Sourcewell and Genuine Parts Company dba NAPA Auto Parts executed a contract for the Solicitation document RFP #110520 on December 23, 2020 to provide a Fleet and Facility related Vendor managed inventory and Logistics Management Solutions to expire December 29, 2024 with an option to renew for an additional fifth year.

Staff desires to piggyback Sourcewell to Genuine Parts Company dba NAPA Auto Parts to provide an inventory management program, the inventory will be owned by NAPA with the County only paying for the inventory used. NAPA's system also integrates with the County's automated fleet system.

BUDGET IMPACT/FUNDING SOURCE:

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

FY Budget impact varies with each department throughout the County.

RECOMMENDED ACTION:

Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida, and Genuine Parts Company (dba NAPA Auto Parts).

Board of County Commissioners
Department of Public Works
Fleet Management Division
1300 S. Lecanto Hwy
Lecanto, Florida 34460

(352) 527-7626 • FAX (352) 527-7625

MEMORANDUM

TO: Linda Morse, Purchasing & Contract Manager

THRU: Randall S. Olney, Public Works Director RSO

FROM: Dan Johnson, Fleet Management Director

DATE: March 10, 2021

RE: **NAPA IBS 110520-GPC SOURCEWELL CONTRACT RENEWAL**

Fleet Management Director has attached the new NAPA IBS 110520-GPC Sourcewell Contract and "Amendment to Integrated Supply Agreement Between Genuine Parts Company and Citrus County, Florida".

The Amendment has been proofed and is ready to be submitted to Department of Management and Budget for final review, legal and BOCC approval.

Please attached documents.

cc: Larry Brock, Assistant Public Works Director

Attachment: 6-8-21 PB 21-073 Agenda Docs (12902 : PB 21-073 Sourcewell RFP #110520-GPC Vendor Managed Inventory & Logistics System;

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 12/29/2020

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 Aon Risk Services South, Inc. Atlanta GA Office 3550 Lenox Road NE Suite 1700 Atlanta GA 30326 USA	**CONTACT NAME:** **PHONE (A/C. No. Ext):** 866-283-7122 **FAX (A/C. No.):** 800-363-0105 **E-MAIL ADDRESS:**

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Old Republic Insurance Company	24147
INSURER B:	ACE Property & Casualty Insurance Co.	20699
INSURER C:	Safety National Casualty Corp	15105
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
GENUINE PARTS CO & SUBSIDIARIES -
NAPA, Motion, Balkamp, Altrom,
Rayloc, Supply Source Enterprises,
General Tool & Supply etal
2999 Wildwood Parkway
Atlanta GA 30339 USA

COVERAGES **CERTIFICATE NUMBER:** 570085463709 **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. Limits shown are as requested

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			MWZY31404820	09/01/2020	09/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $1,000,000 $5,000 $2,000,000 $3,000,000 $3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			MWTB 314047-20	09/01/2020	09/01/2021	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 $100,000			XEUG27888719006	09/01/2020	09/01/2021	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	LDS4049768 AOS SP4064315 Excess WC - OH SIR applies per policy terms & conditions	01/01/2021 01/01/2021	01/01/2022 01/01/2022	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)

Citrus County Florida, a Political Subdivision of the State of Florida, its officials, employees and agents are included as Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability and Umbrella Liability policies. A Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General Liability, Automobile Liability, Umbrella Liability and Workers' Compensation policies.

CERTIFICATE HOLDER

Citrus County Florida, a Political
Subdivision of the State of Florida
Attn: Linda Morse
3600 W. Sovereign Path
Lecanto FL 34461 USA

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

Aon Risk Services South Inc

©1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD

Holder Identifier :

Certificate No : 570085463709

Attachment: 6-8-21 PB 21-073 Agenda Docs (12902 : PB 21-073 Sourcewell RFP #110520-GPC Vendor Managed Inventory & Logistics System;

Old Republic Insurance Company

A.M. Best #: 000733 NAIC #: 24147 FEIN #: 250410420

Mailing Address
P.O. Box 789
Greensburg, PA 15601-0789
United States

Web: www.oldrepublic.com
Phone: 724-834-5000
Fax: 724-834-8204
View Additional Address Information

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

View additional for this company.

Based on A.M. Best's analysis, 058439 - Old Republic International Corporation 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:	XII ($1 Billion to $1.25 Billion)
Outlook:	Stable
Action:	Affirmed
Effective Date:	April 25, 2018
Initial Rating Date:	June 30, 1940

Long-Term Issuer Credit Rating View Definition

Long-Term:	aa-
Outlook:	Stable
Action:	Affirmed
Effective Date:	April 25, 2018
Initial Rating Date:	June 20, 2005

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Issued by: A.M. Best Rating Services, Inc.
Senior Financial Analyst: Darian Ryan
Director: Jennifer Marshall, CPCU, ARM
Disclosure Information

Attachment: 6-8-21 PB 21-073 Agenda Docs (12902 : PB 21-073 Sourcewell RFP #110520-GPC Vendor Managed Inventory & Logistics System;

ACE Property & Casualty Insurance Company

A.M. Best #: 001996 NAIC #: 20699 FEIN #: 060237820

Mailing Address
P.O. Box 1000
Philadelphia, PA 19106
United States

Web: www.chubb.com
Phone: 215-640-1000
View Additional Address Information

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

View additional for this company.

Based on A.M. Best's analysis, 058303 - Chubb Limited 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 05, 2017
Initial Rating Date:	December 31, 1907

Long-Term Issuer Credit Rating View Definition

Long-Term:	aa+
Outlook:	Stable
Action:	Affirmed
Effective Date:	October 05, 2017
Initial Rating Date:	August 16, 2005

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Issued by: A.M. Best Rating Services, Inc.
Senior Financial Analyst: Gregory Dickerson
Director: Jennifer Marshall, CPCU, ARM
Disclosure Information

Attachment: 6-8-21 PB 21-073 Agenda Docs (12902 : PB 21-073 Sourcewell RFP #110520-GPC Vendor Managed Inventory & Logistics System;

Safety National Casualty Corporation

A.M. Best #: 000818 NAIC #: 15105 FEIN #: 430727872

Domiciliary Address
1832 Schuetz Road
St. Louis, MO 63146
United States

Web: www.safetynational.com
Phone: 314-995-5300
Fax: 314-995-6817

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

View additional for this company.

Based on A.M. Best's analysis, 058633 - Tokio Marine Holdings, 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+ (Superior)
Financial Size Category:	XV ($2 Billion or greater)
Outlook:	Stable
Action:	Affirmed
Effective Date:	September 15, 2017
Initial Rating Date:	June 30, 1948

Long-Term Issuer Credit Rating View Definition

Long-Term:	aa-
Outlook:	Stable
Action:	Affirmed
Effective Date:	September 15, 2017
Initial Rating Date:	June 19, 2007

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Issued by: A.M. Best Rating Services, Inc.
Associate Director : Robert Raber
Senior Director: Gregory T. Williams
Disclosure Information

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CORPORATE RESOLUTION

The undersigned, JENNIFER L. ELLIS, hereby certifies that she is Corporate Secretary of Genuine Parts Company, a Georgia corporation (the "Corporation"), and that at a meeting of the Board of Directors of said corporation duly held on April 23, 2018, and at which a quorum was present, the following resolution was unanimously adopted and that the same is in full force and effect and has not been rescinded or modified:

> "RESOLVED, that Donny Franklin, General Manager, Genuine Parts Company, President – NAPA Tampa, is hereby appointed, constituted and designated as agent and attorney-in-fact of the Corporation with full power and authority to act on behalf of this Corporation, including but not limited to, the execution of all contracts, bids, papers, documents, affidavits, bonds, and sureties; this Corporation hereby ratifying, approving, confirming and accepting each and every such act performed by the said agent and attorney-in-fact."

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Corporation, this 22nd day of October, 2018.

JENNIFER L. ELLIS
Corporate Secretary

GENUINE PARTS COMPANY CORPORATE SEAL 1928 Atlanta GA

(Corporate Seal)

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INTEGRATED SUPPLY AGREEMENT

BY AND BETWEEN

GENUINE PARTS COMPANY

AND

CITRUS COUNTY, FLORIDA

Attachment: 6-8-21 PB 21-073 Agenda Docs (12902 : PB 21-073 Sourcewell RFP #110520-GPC Vendor Managed Inventory & Logistics System;

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INTEGRATED SUPPLY AGREEMENT
BY AND BETWEEN
GENUINE PARTS COMPANY
AND
CITRUS COUNTY, FLORIDA

THIS INTEGRATED SUPPLY AGREEMENT (this "Agreement") is made by and between **GENUINE PARTS COMPANY**, a Georgia corporation authorized to conduct business in the State of Florida (d/b/a NAPA Auto Parts) ("NAPA"), and **CITRUS COUNTY, FLORIDA**, a political subdivision of the State of Florida ("CUSTOMER"), to be effective as of the 22nd day of July, 2021 (the "Effective Date").

W I T N E S S E T H

WHEREAS, pursuant to a competitive bidding and selection process by Sourcewell (f/k/a National Joint Powers Alliance) (hereinafter, "Sourcewell"), a Minnesota-based Service Cooperative created by Minnesota Legislative Statute 123A.21, Sourcewell and NAPA executed contract #110520-GPC on December 23, 2020 (hereinafter, "Sourcewell Contract"), attached hereto as Exhibit C, to establish a source of supply for certain auto, truck and bus parts as well as to provide Integrated Business Solutions services; and

WHEREAS, by becoming a participating member of Sourcewell (hereinafter, "Member"), CUSTOMER and its related entities (hereinafter, "User Agencies") are authorized to utilize the pricing and incentives available to Sourcewell Members set forth in the Sourcewell Contract; and

WHEREAS, CUSTOMER is seeking a contractual mechanism for an integrated inventory management program as well as the purchase of all necessary vehicle, equipment repair, maintenance parts, specialty tools, and shop supplies for the Citrus County Fleet Services Division; and

WHEREAS, CUSTOMER desires to become a User Agency under such Sourcewell Contract and desires to receive integrated business solutions services from NAPA; and

WHEREAS, CUSTOMER and NAPA agree that the Sourcewell Contract is a vehicle by which CUSTOMER may contract directly with NAPA for parts and services, but that the terms and conditions of this Agreement and not the terms and conditions of the Sourcewell Contract shall govern the relationship of the parties; and

WHEREAS, NAPA desires to provide integrated business solutions services and to establish inventories in CUSTOMER's locations to service the fleet parts needs of CUSTOMER and to serve as the primary supplier of automotive replacement parts and

other supplies and/or equipment (the "Inventory" or "Products") to serve the needs of CUSTOMER; and

WHEREAS, CUSTOMER desires to provide space for the Inventory on the premises of CUSTOMER for use by NAPA ("On Site Store") and agrees that NAPA will be its primary supplier of the Inventory pursuant to the terms herein.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto agree as follows:

AGREEMENT

1. **RECITALS**. The above recitals are true and correct and are incorporated herein by reference.

2. **DEFINITIONS.** For purposes of this Agreement, the following terms shall have the meanings set forth below:

(a) ***Primary Supplier*** shall mean the parts supplier that provides a minimum of ninety percent (90%) of the Inventory needs of CUSTOMER.

(b) ***NAPA Owned Store*** shall mean an auto parts store lawfully using the tradename or trademark "NAPA" which is wholly owned by NAPA.

(c) ***NAPA Jobber*** shall mean an auto parts store lawfully using the tradename or trademark "NAPA" with respect to which NAPA maintains no ownership interest.

(d) ***Current NAPA Jobber Acquisition Cost*** shall mean NAPA's current gold price as set forth on NAPA's Confidential Jobber Cost and Suggested Resales price list.

3. **CUSTOMER'S CURRENT LOCATIONS.** NAPA will establish On Site Store(s) at the CUSTOMER'S following location(s):

1300 S. Lecanto Hwy
Lecanto, Florida 34461

Additional locations of the CUSTOMER may be added to this Agreement but only by a written amendment executed and agreed to by both the CUSTOMER and NAPA.

4. **TERM.** Subject to the terms and conditions set forth below, this Agreement shall begin on the Effective Date and shall end when the Sourcewell Contract terminates or expires or when terminated earlier in accordance with the applicable terms

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and conditions stated herein. As the Sourcewell Contract is renewed or extended, this Agreement may be renewed or extended for a period of time equal to or shorter than the period of time the Sourcewell Contract is renewed or extended upon the mutual written agreement of the parties. Notwithstanding the foregoing, should the parties desire to extend this Agreement past the termination or expiration date of the Sourcewell Contract, the parties may do so by entering into a mutually agreed upon written amendment to this Agreement. Further, as Sourcewell awards new successive agreements to NAPA following expiration of the Sourcewell Contract, any new contract number and/or new terms and conditions may be added with mutual agreement via a written amendment to this Agreement. Either party may terminate this Agreement at any time for its convenience by giving the other party sixty (60) days prior written notice of such termination.

5. **DUTIES AND RESPONSIBILITIES OF NAPA.** NAPA shall have the following duties and responsibilities during the term of this Agreement:

(a) NAPA will operate the On Site Store(s) and provide the Inventory to CUSTOMER's now existing locations. NAPA shall provide all personnel required to operate the On Site Store(s).

(b) In those circumstances when delivery is required by CUSTOMER, NAPA will provide parts to CUSTOMER's locations on a daily route basis. In addition, NAPA will accelerate delivery on those items CUSTOMER requires to be delivered on an expedited basis. NAPA will make all reasonable efforts to ensure prompt delivery to the CUSTOMER's location(s) requesting part(s).

(c) NAPA shall provide all computers and reports necessary to monitor monthly expenses as they pertain to the daily operation of the On Site Store(s). NAPA shall provide computer ordering and cataloging to each On Site Store.

(d) NAPA shall provide a profit and loss statement of the parts operations to the CUSTOMER on approximately the 15th of each month for each On Site Store.

(e) NAPA shall provide back-up emergency service during non-working hour contingencies. This overtime expense (calculated at time and one half) will be charged on a cost basis to CUSTOMER and must be pre-approved by CUSTOMER. The parties shall mutually agree upon the pre-approval process for such emergency situations. NAPA will provide a list of personnel, including telephone numbers, who will respond to emergency service requests.

6. **DUTIES AND RESPONSIBILITIES OF CUSTOMER.** CUSTOMER shall have the following duties and responsibilities during the term of this Agreement:

(a) CUSTOMER shall provide, at its sole expense, usable space for NAPA's On Site Store(s) and the Inventory. CUSTOMER shall provide access to restroom facilities for NAPA employees. Further, CUSTOMER shall furnish, at its sole expense,

all utilities for the On Site Store(s) including: water, sanitation, sewer, light, telephone, secure data line, heat, gas, electricity, power, fuel, janitorial and all other utilities and services rendered or delivered to the On Site Store(s) whatsoever. CUSTOMER shall provide NAPA a safe work environment that is free from hostility, violence, or discrimination. NAPA reserves the right to terminate the contract immediately should NAPA encounter a hostile, violent, discriminatory, or unsafe work environment.

(b) CUSTOMER shall use NAPA as its Primary Supplier (as defined in Section 2 above) of the Inventory under this Agreement. CUSTOMER reserves the right to purchase any item outside this Agreement where it is determined to be more economical or timely so long as the purchase of aforesaid part or parts does not result in NAPA no longer being CUSTOMER's Primary Supplier in which case NAPA may terminate this Agreement upon providing at least sixty (60) days prior written notice to CUSTOMER.

(c) Each On Site Store location shall be appropriately secured or otherwise maintained separate and apart from the business of CUSTOMER. There shall be no intermingling of CUSTOMER's parts or other inventory with NAPA's parts or inventory. Access to the secured On Site Store(s) shall be restricted to NAPA employees and authorized NAPA representatives only. CUSTOMER'S employees, contractors or agents shall not be permitted to enter the secured On-Site Store area unless accompanied by a NAPA employee or other authorized NAPA representative. CUSTOMER hereby assumes and shall bear any and all risk of loss or damage from any cause to the Inventory and other personal property located in the On Site Store(s), except for loss or damage arising out of the acts, errors or omissions of NAPA. NAPA shall invoice CUSTOMER for any such loss of or damage to the Inventory and/or other personal property located in the On Site Store(s), and CUSTOMER shall pay such invoiced amount to NAPA in accordance with the payment terms set forth in Section 8 below.

(d) CUSTOMER shall, at all times during the term of this Agreement, at CUSTOMER'S sole expense, maintain in good condition and repair (so as to prevent any damage or injury to NAPA's employees, the Inventory or other personal property located in the On Site Store(s)) the roof, exterior walls, foundation, and structural portions of the On Site Store(s) and all portions of the electrical and plumbing systems lying outside of the On Site Store(s) but serving the On Site Store(s).

(e) CUSTOMER shall provide information regarding fleet changes to NAPA within thirty (30) days after making such fleet changes. Fleet changes include but are not limited to the removal of types of vehicles from the fleet and the addition of new vehicles to the fleet.

7. **ALTERNATIVE SUPPLIERS.** INTENTIONALLY DELETED.

8. **PAYMENT TERMS/PRICING.** NAPA shall invoice the CUSTOMER for all Inventory purchased pursuant to this Agreement on a monthly basis according to the pricing plan below. CUSTOMER agrees to pay the entire amount of all statements

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received from NAPA by the 25th day of the month following receipt of any such statement. If CUSTOMER has not paid the entire amount of all statements received from NAPA within 10 days of the 25th day of the month following receipt of such invoice, CUSTOMER shall be put on COD until such amount is paid in full. No prompt pay discount is available under this Agreement.

There are three pricing options available to CUSTOMER. Those pricing options are Pricing Option #1 (Management Fee), Pricing Option #2a (10% Gross Profit on Products/Monthly Operating Expenses), and Pricing Option #2b (Higher Gross Profit on Products/No Monthly Operating Expenses). The pricing option for *this* Agreement must be indicated by CUSTOMER initials, below.

PRICING OPTION #1 (MANAGEMENT FEE)

CUSTOMER INITIALS: _____

The overall objective of CUSTOMER's pricing plan is for: (i) NAPA to provide Products in accordance with the Pricing Plan Summary set forth below, (ii) NAPA to provide Outside Services in accordance with the Pricing Plan Summary set forth below, (iii) reimbursement by CUSTOMER of each On Site Store's operating expenses, and (iv) payment by CUSTOMER of the Management Fee (as defined below). By billing CUSTOMER for these four categories, NAPA's On Site Store(s) will achieve its target ten percent (10%) net profit for the Agreement (the "Net Profit Target"). These categories are defined as follows:

(a) ***Product Price.*** The pricing of the Products to be supplied to CUSTOMER by NAPA pursuant to this Agreement shall be divided into: 1) "***NAPA Product Price,***" which is the pricing of NAPA branded or NAPA cataloged supplier manufactured products; and 2) "***Non-NAPA Product Price,***" which is the pricing of products which have not been manufactured by NAPA suppliers or do not exist in NAPA's proprietary catalog system but which have been acquired for CUSTOMER by NAPA pursuant to this Agreement. The pricing of NAPA Product and Non-NAPA Product shall be billed in accordance with the Pricing Plan Summary defined below.

(b) ***Outside Services Price.*** Outside Services are those services not traditionally performed by NAPA. The pricing of Outside Services shall be billed in accordance with the Pricing Plan Summary defined below.

(c) ***Operational Expenses.*** Any and all costs and expenses associated with the operation of the On Site Store(s), including, but not limited to, vehicle gas and maintenance costs, salary and benefits payable to NAPA employees at the On Site Store(s), worker's compensation benefits and insurance, unemployment insurance, personal property insurance for the

On Site Store(s) and Inventory, any deductible for losses covered under the personal property, automobile liability, or general liability insurance policies of NAPA, all equipment supplied by NAPA, Corporate Allocation Expenses (as defined below), inventory investment expense, obsolescence expense, pension funding costs, accounting fees, general office expenses, and shared service expenses. An example of a profit and loss statement reflecting such costs and expenses is attached hereto as Exhibit B. CUSTOMER acknowledges and agrees that the costs and expenses reflected on the profit and loss statement set forth on Exhibit B are subject to change based on actual monthly costs, expenses or Corporate Allocation Expenses incurred relative to the operation of the On Site Store(s). To achieve economies of scale, NAPA utilizes certain headquarter and corporate personnel to assist in the performance of this Agreement. As a result, each On Site Store location is charged certain corporate allocation expenses for various line items shown on Exhibit B ("Corporate Allocation Expenses") which are calculated as a percentage of total Product sales for each month. As such, there is not a supportive invoice for such expenses other than a monthly allocation rate statement. These Corporate Allocation Expenses allow NAPA to have fewer employees performing routine general administrative tasks such as paper work and filing at the On Site Store(s), allowing NAPA counter personnel to focus more attention on serving the On-Site Store operations, and maximizing on-site cost efficiency.

(d) ***Management Fee***. CUSTOMER shall be billed a Management Fee (as defined below) on a monthly basis in accordance with the terms below.

PRICING PLAN SUMMARY

NAPA Product Price	Billed to CUSTOMER at the Current NAPA Jobber Acquisition Cost
Non-NAPA Product Price	Billed to CUSTOMER at NAPA's current product acquisition cost
Outside Services Price	Billed to CUSTOMER at NAPA's cost
Operational Expenses	Billed to CUSTOMER in accordance with Section 8(c) above.
Management Fee	Billed to CUSTOMER in accordance with the terms below
Net Profit Target	10% net profit for the NAPA On Site Store(s) after Products, Outside Services, Operational Expenses, and

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	Management Fee are billed to CUSTOMER.

NAPA Product shall be billed to CUSTOMER at the Current NAPA Jobber Acquisition Cost. Non-NAPA Product shall be billed to CUSTOMER at NAPA's current product acquisition cost, and Outside Services shall be billed to CUSTOMER at NAPA's cost. CUSTOMER is solely responsible for improper or inappropriate instructions by CUSTOMER's employees to NAPA regarding NAPA's purchases of nontraditional parts or services, unless CUSTOMER provided prior written notice to NAPA of parts or services that may not be procured by NAPA in relation to this Agreement. Operational Expenses will be charged to CUSTOMER in accordance with Section 8(c) above, with all such charges for Operational Expenses to be included in CUSTOMER's monthly billing statement. CUSTOMER will be billed at the end of each month for Operational Expenses on an "in arrears" basis.

CUSTOMER shall pay to NAPA on a monthly basis a management fee equal to ten percent (10%) of the Total Monthly Net Sales (as defined below) during the preceding month (the "Management Fee"). For purposes hereof, "Total Monthly Net Sales" means the total dollar amount of all Products (both NAPA and Non-NAPA) and Outside Services sold to the CUSTOMER during the preceding month at the prices set forth in the pricing plan summary above less purchase returns.

CUSTOMER and NAPA mutually agree that CUSTOMER'S maximum annual payment obligation for all Products, Outside Services, Operational Expenses and Management Fees billed to CUSTOMER pursuant to this Section 8 shall be set at $_____ per annum; and CUSTOMER has encumbered such amount to cover this potential liability. The parties agree to mutually work together to adjust the amount if such amount must be increased during the term of the contract. **CUSTOMER INITIALS _____**

PRICING OPTION #2a (10% GROSS PROFIT ON PRODUCTS / MONTHLY OPERATING EXPENSES)

CUSTOMER INITIALS: _____

The overall objective of CUSTOMER's pricing plan is for NAPA to provide Products in accordance with the agreed upon Pricing Plan Summary set forth below and reimbursement by CUSTOMER of each On Site Store's operating expenses. By billing CUSTOMER for these two categories, NAPA's On Site Store(s) will achieve its target ten percent (10%) net profit for the Agreement (the "Net Profit Target"). These categories are defined as follows:

(a) ***Product Price.*** The pricing of the Products to be supplied to CUSTOMER by NAPA pursuant to this Agreement shall be divided into: 1) "***NAPA Product Price,***" which is the pricing of NAPA branded or NAPA cataloged supplier manufactured products; and 2) "***Non-NAPA Product***

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Price, which is the pricing of products which have not been manufactured by NAPA suppliers or do not exist in NAPA's proprietary catalog system but which have been acquired for CUSTOMER by NAPA pursuant to this Agreement. The pricing of NAPA Product and Non-NAPA Product shall be billed in accordance with the Pricing Plan Summary defined below.

(b) ***Operational Expenses.*** Any and all costs and expenses associated with the operation of the On Site Store(s), including, but not limited to, vehicle gas and maintenance costs, salary and benefits payable to NAPA employees at the On Site Store(s), worker's compensation benefits and insurance, unemployment insurance, personal property insurance for the On Site Store(s) and Inventory, any deductible for losses covered under the personal property, automobile liability, or general liability insurance policies of NAPA, all equipment supplied by NAPA, Corporate Allocation Expenses (as defined below), inventory investment expense, obsolescence expense, pension funding costs, accounting fees, general office expenses, and shared service expenses. An example of a profit and loss statement reflecting such costs and expenses is attached hereto as Exhibit B. CUSTOMER acknowledges and agrees that the costs and expenses reflected on the profit and loss statement set forth on Exhibit B are subject to change based on actual monthly costs, expenses or Corporate Allocation Expenses incurred relative to the operation of the On Site Store(s). To achieve economies of scale, NAPA utilizes certain headquarter and corporate personnel to assist in the performance of this Agreement. As a result, each On Site Store location is charged certain corporate allocation expenses for various line items shown on Exhibit B ("Corporate Allocation Expenses") which are calculated as a percentage of total Product sales for each month. As such, there is not a supportive invoice for such expenses other than a monthly allocation rate statement. These Corporate Allocation Expenses allow NAPA to have fewer employees performing routine general administrative tasks such as paper work and filing at the On Site Store(s), allowing NAPA counter personnel to focus more attention on serving the On-Site Store operations, and maximizing on-site cost efficiency.

PRICING PLAN SUMMARY

NAPA Product Price	Billed to CUSTOMER at a 10% gross profit rate (The formula for NAPA Product Price for CUSTOMER is the Current NAPA Jobber Acquisition Cost divided by .90) This formula will achieve the gross profit rate set forth above. Example: Current NAPA Jobber Acquisition Cost is $1.00. CUSTOMER's price would be $1.00/.90=$1.11

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Non-NAPA Product Price	Billed to CUSTOMER at a 10% gross profit rate (The formula for Non-NAPA Product Price for CUSTOMER is NAPA's current product acquisition cost divided by .90) This formula will achieve the gross profit rate set forth above. Example: current product acquisition cost is $1.00. CUSTOMER's price would be $1.00/.90=$1.11
Operational Expenses	Billed to CUSTOMER in accordance with Section 8(b) above.
Net Profit Target	10% net profit for the NAPA On Site Store(s) after Products and Operational Expenses are billed to CUSTOMER.

Both NAPA Product and Non-NAPA Product shall be set by NAPA to yield a gross profit of ten percent (10%). Operational Expenses will be charged to CUSTOMER in accordance with Section 8(b) above, with all such charges for Operational Expenses to be included in CUSTOMER's monthly billing statement. CUSTOMER will be billed at the end of each month for Operational Expenses on an "in arrears" basis.

CUSTOMER and NAPA mutually agree that CUSTOMER'S maximum annual payment obligation for all Products and Operational Expenses billed to CUSTOMER pursuant to this Section 8 shall be set at $_____ per annum; and CUSTOMER has encumbered such amount to cover this potential liability. The parties agree to mutually work together to adjust the amount if such amount must be increased during the term of the contract. **CUSTOMER INITIALS** _____

In addition, NAPA may use any sub-contractor for the procurement of "outside" services (i.e., those services not traditionally performed by NAPA), and CUSTOMER will be billed an additional charge for any such purchases so as to yield NAPA a ten percent (10%) gross profit on such purchases. CUSTOMER must provide pre-approval in writing of such outside service purchases. CUSTOMER is solely responsible for improper or inappropriate instructions by CUSTOMER's employees to NAPA regarding NAPA's purchases of nontraditional parts or services, unless CUSTOMER provided prior written notice to NAPA of parts or services that may not be procured by NAPA in relation to this Agreement.

PRICING OPTION #2b (HIGHER GROSS PROFIT ON PRODUCTS / NO MONTHLY OPERATING EXPENSES)

CUSTOMER INITIALS: _____

The overall objective of CUSTOMER's pricing plan is for NAPA to provide Products in accordance with the agreed upon Pricing Plan Summary set forth below. By billing

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CUSTOMER for the Products, NAPA's On Site Store(s) will achieve its target ten percent (10%) net profit for the Agreement (the "Net Profit Target"). CUSTOMER's pricing plan is comprised of the following elements:

(a) ***Product Price.*** The pricing of the Products to be supplied to CUSTOMER by NAPA pursuant to this Agreement shall be divided into: 1) "***NAPA Product Price,***" which is the pricing of NAPA branded or NAPA cataloged supplier manufactured products; and 2) "***Non-NAPA Product Price,***" which is the pricing of products which have not been manufactured by NAPA suppliers or do not exist in NAPA's proprietary catalog system but which have been acquired for CUSTOMER by NAPA pursuant to this Agreement. The pricing of NAPA Product and Non-NAPA Product shall be billed in accordance with the Pricing Plan Summary defined below.

(b) ***Operational Expenses.*** Any and all costs and expenses associated with the operation of the On Site Store(s), including, but not limited to, vehicle gas and maintenance costs, salary and benefits payable to NAPA employees at the On Site Store(s), worker's compensation benefits and insurance, unemployment insurance, personal property insurance for the On Site Store(s) and Inventory, any deductible for losses covered under the personal property, automobile liability, or general liability insurance policies of NAPA, all equipment supplied by NAPA, Corporate Allocation Expenses (as defined below), inventory investment expense, obsolescence expense, pension funding costs, accounting fees, general office expenses, and shared service expenses. An example of a profit and loss statement reflecting such costs and expenses is attached hereto as Exhibit B. CUSTOMER acknowledges and agrees that the costs and expenses reflected on the profit and loss statement set forth on Exhibit B are subject to change based on actual monthly costs, expenses or Corporate Allocation Expenses incurred relative to the operation of the On Site Store(s). To achieve economies of scale, NAPA utilizes certain headquarter and corporate personnel to assist in the performance of this Agreement. As a result, each On Site Store location is charged certain corporate allocation expenses for various line items shown on Exhibit B ("Corporate Allocation Expenses") which are calculated as a percentage of total Product sales for each month. As such, there is not a supportive invoice for such expenses other than a monthly allocation rate statement. These Corporate Allocation Expenses allow NAPA to have fewer employees performing routine general administrative tasks such as paper work and filing at the On Site Store(s), allowing NAPA counter personnel to focus more attention on serving the On-Site Store operations, and maximizing on-site cost efficiency.

PRICING PLAN SUMMARY

NAPA Product Price	Billed to CUSTOMER on a "9074 NAPA Pricing Profile"

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Non-NAPA Product Price	Billed to CUSTOMER at a 25% gross profit rate (The formula for Non-NAPA Product Price for CUSTOMER is NAPA's current product acquisition cost divided by .75) This formula will achieve the gross profit rate set forth above. Example: current product acquisition cost is $1.00. CUSTOMER's price would be $1.00/.75=$1.33
Operational Expenses	Paid entirely by NAPA
Net Profit Target	Amounts will be refunded or charged based on the failure or achievement of an overall 10% net profit for the previous month.

NAPA Product shall be billed to CUSTOMER based on a "9074 NAPA Pricing Profile" which has been provided to CUSTOMER in connection with this Agreement. Non-NAPA Product shall be billed by NAPA to yield a gross profit of twenty-five percent (25%). All Operational Expenses shall be borne by NAPA.

Sales at each On Site Store location will be reviewed after the first ninety (90) days of operation and on a month by month basis thereafter to ensure a ten percent (10%) net profit for NAPA. If monthly sales at each On Site Store, independently as opposed to in the aggregate, are producing more than a ten percent (10%) net profit for NAPA, NAPA will pay to CUSTOMER, via a refund check, the overage. Conversely, if NAPA's net profit for the preceding month is less than ten percent (10%), NAPA will bill CUSTOMER for the deficiency.

CUSTOMER and NAPA mutually agree that CUSTOMER'S maximum annual payment obligation for Products billed to CUSTOMER pursuant to this Section 8 shall be set at $_____ per annum; and CUSTOMER has encumbered such amount to cover this potential liability. The parties agree to mutually work together to adjust the amount if such amount must be increased during the term of the contract.
CUSTOMER INITIALS _____

In addition, NAPA may use any sub-contractor for the procurement of "outside" services (i.e., those services not traditionally performed by NAPA), and CUSTOMER will be billed an additional charge for any such purchases so as to yield NAPA a twenty-five percent (25%) gross profit on such purchases. CUSTOMER must provide pre-approval in writing for such outside service purchases. CUSTOMER is solely responsible for improper or inappropriate instructions by CUSTOMER's employees to NAPA regarding NAPA's purchases of nontraditional parts or services, unless CUSTOMER provided prior written notice to NAPA of parts or services that may not be procured by NAPA in relation to this Agreement.

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9. INSURANCE.

(a) CUSTOMER shall maintain during the term of this Agreement workers' compensation insurance for its employees and general liability insurance covering its property. NAPA acknowledges that CUSTOMER may elect to self-insure such obligations.

(b) NAPA shall maintain during the term of this Agreement workers' compensation insurance coverage for its employees located at the On Site Store(s) in amounts required by law. In addition, NAPA shall maintain personal property insurance during the term of this Agreement in an amount sufficient to cover any loss or damage to the Inventory and any other personal property owned by NAPA that is located at the On Site Store(s).

10. NO LIENS. CUSTOMER warrants that it shall take no action, including but not limited to the granting of a security interest, or fail to take any action, which would operate or does operate in any way to encumber the Inventory of NAPA located in the On Site Store(s).

11. PERSONNEL. NAPA and CUSTOMER shall attempt in good faith to mutually agree upon the identity of the persons that will be selected to staff the On Site Store(s). In the event that CUSTOMER for any reason wishes to remove or replace any of the NAPA personnel in the On Site Store(s), the parties will attempt to resolve CUSTOMER's request by mutual agreement.

12. WARRANTY/LIABILITY DISCLAIMER. All Products supplied pursuant to this Agreement are subject to the terms of written warranties provided by the manufacturer of each Product, and NAPA shall use reasonable commercial efforts to assist the CUSTOMER in processing all warranty claims that the CUSTOMER may have against a manufacturer. The manufacturer's warranty will be the sole and exclusive remedy of the CUSTOMER in connection with any claims concerning the Products supplied to CUSTOMER pursuant to this Agreement. ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTIBILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED. Copies of the manufacturers' warranties are available to CUSTOMER upon request.

For suppliers (or categories of suppliers) of Non-NAPA Products that CUSTOMER instructs NAPA to utilize or consider for future purchases, NAPA is under no obligation to (and NAPA disclaims all liability in connection with) investigate product quality, management, ownership, reputation, certifications, qualifications, price competitiveness, or any other related characteristics of the products, individuals or entities at issue.

13. TERMINATION FOR CAUSE. This Agreement may be terminated immediately, unless otherwise stated in this Section 13, by either party for cause:

(a) In the event that the other party fails or refuses to pay any amounts due under this Agreement and such failure continues for ten (10) days;

(b) In the event that the other party fails or refuses to perform any other obligation required under this Agreement, and such failure or refusal continues for thirty (30) days after written notice thereof; or

(c) In the event that the other party files any bankruptcy petition, has any bankruptcy petition filed against it, makes any assignment of its assets for the benefit of creditors, or admits in writing its inability to pay its debts as they become due.

14. EFFECT OF TERMINATION. Immediately upon termination, expiration, or non-renewal of this Agreement for any reason:

(a) All duties, responsibilities and other obligations of each party hereunder shall terminate, except for the payment of any amounts due and owing to NAPA at the time of termination, expiration, or non-renewal.

(b) Each party shall immediately return to the other party all equipment, software, books, records, tools and any other personal property owned by the other party that are in such party's possession. CUSTOMER shall allow NAPA full and unrestricted access to enter into the On Site Store(s) and immediately remove all equipment and other items of personal property owned by NAPA without being deemed guilty of trespass or any other violation of the law. All inventory records, sales history, sales analysis and all other information generated by NAPA under this Agreement will be returned to CUSTOMER.

Nothing contained in this Section shall be deemed a waiver of, or in any other manner impair or prejudice, any other legal rights that either party may have against the other party for any breach of this Agreement. The provisions and obligations of Sections 10, 12, 14, 15, 16, 17, and 23 shall survive the termination, expiration, or non-renewal of this Agreement for any reason.

15. BUY-BACK OF INVENTORY. Upon termination, expiration, or non-renewal of this Agreement, NAPA shall have the option to require CUSTOMER to purchase all non-NAPA Inventory owned by NAPA and located in each On Site Store at NAPA's On Site Store's current product acquisition cost, and CUSTOMER shall have the option to purchase all NAPA Inventory, owned by NAPA and located in each On Site Store at the Current NAPA Jobber Acquisition Cost. Upon CUSTOMER's request, NAPA shall provide CUSTOMER with a listing of all NAPA and non-NAPA Inventory owned by NAPA and located in the On Site Store(s).

CUSTOMER INITIALS: _____

Attachment: 6-8-21 PB 21-073 Agenda Docs (12902 : PB 21-073 Sourcewell RFP #110520-GPC Vendor Managed Inventory & Logistics System;

16. **INDEMNIFICATION**. NAPA shall be responsible for and shall indemnify and hold CUSTOMER harmless from and against all damages, claims or demands that may, during the term of this Agreement, arise or be occasioned by the negligent or intentional acts of NAPA or NAPA's employees.

17. **NOTICES.** Whenever either Party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgment of delivery, or by hand delivery, addressed to the party for whom it is intended at the place last specified. Notice is effective upon mailing. Additionally, the Parties shall send a contemporaneous copy via e-mail to the address listed below. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

FOR NAPA:
Genuine Parts Company
2999 Wildwood Parkway
Atlanta, Georgia 30339
Attn: General Counsel
E-mail address: chris_galla@genpt.com

FOR CUSTOMER:
Director, Division of Fleet Management
1300 S. Lecanto Hwy.
Lecanto, Fl. 34461

18. **FORCE MAJEURE / DAMAGE OF PREMISES.**

(a) Whenever performance by either party of any of their respective obligations (other than the obligation to make payment of money due hereunder) is substantially prevented by reason of any act of God, other industrial or transportation disturbance, fire, floods, riots, acts of enemies, national emergencies, pandemics, or by any other cause not within the reasonable control of such party and not occasioned by its negligence, then such performance shall be excused and the performance of such obligations under this Agreement shall be suspended for the duration of such prevention and for a reasonable time thereafter; provided that the foregoing in this Section 18 shall not apply to obligations relating to the payment of money.

(b) NAPA may terminate this Agreement immediately in the event that the CUSTOMER's premises are damaged by any casualty, or such portion of the premises is condemned by any legally constituted authority, such as will make the CUSTOMER's premises unusable for the On Site Store(s) in the reasonable judgment of NAPA.

19. **SUCCESSORS AND ASSIGNS.** The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective officers, directors, employees, successors and assigns. Notwithstanding the foregoing,

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the rights and obligations of either party to this Agreement may not be assigned without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld.

20. AMENDMENTS. No amendment to this Agreement shall be binding on either party hereto unless such amendment is in writing and executed by both parties with the same formality as this Agreement is executed.

21. NO WAIVER OF RIGHTS. No failure of either party hereto to exercise any power given such party hereunder or to insist upon strict compliance by the other party to its obligations hereunder, and no custom or practice of the parties in variance with the terms hereof, shall constitute a waiver of either party's right to demand exact compliance with the terms hereof. Notwithstanding the same, only waivers made in writing shall be valid and enforceable.

22. LIMITATIONS ON RIGHTS OF THIRD PARTIES. All obligations of a party under this Agreement are imposed solely and exclusively for the benefit of the parties, and no other person shall, under any circumstances, be deemed to be a beneficiary of such obligations.

23. LIMITATION OF LIABILITY. WHILE NOT APPLICABLE TO BREACHES OF CONFIDENTIALITY PROVISIONS, THE PARTIES HEREBY DISCLAIM ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES IN ANY WAY RELATED TO THIS AGREEMENT, THEIR OTHER BUSINESS RELATIONSHIPS, OR THE TRANSACTIONS CONTEMPLATED HEREIN.

24. INDEPENDENT CONTRACTOR. The parties hereto are independent contractors. Nothing in this Agreement shall create or shall be deemed to create any fiduciary relationship or the relationship of principal and agent, partnership, joint venturers or any other similar or representative relationship between the parties hereto.

25. CHOICE OF LAW. This Agreement shall be construed and interpreted under the laws of the State of Florida.

26. COUNTERPARTS. This Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

27. SECTION HEADINGS. Section titles or captions contained herein are inserted only as a matter of convenience for reference and in no way define, limit, extend, or describe the scope hereof or the intent of any provision hereof.

28. SEVERABILITY. In the event any part of this Agreement shall be finally determined by a court of law to be illegal or unenforceable for any reason, then

Attachment: 6-8-21 PB 21-073 Agenda Docs (12902 : PB 21-073 Sourcewell RFP #110520-GPC Vendor Managed Inventory & Logistics System;

that illegal or unenforceable part shall be severed from the Agreement, and the remaining terms shall continue in full force and effect.

29. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement of the parties hereto and no prior representation, inducement, promise or agreement, oral or written, between the parties not embodied herein shall be of any force and effect.

30. AMENDMENT TO INTEGRATED SUPPLY AGREEMENT. Simultaneous with the execution of this Agreement, NAPA and CUSTOMER shall execute that certain Amendment to Integrated Supply Agreement dated as of even date herewith, attached hereto as Exhibit D.

[Signatures Appear on Next Page]

Attachment: 6-8-21 PB 21-073 Agenda Docs (12902 : PB 21-073 Sourcewell RFP #110520-GPC Vendor Managed Inventory & Logistics System;

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

Signature of Witness (1)

Chris Bracken
Printed Name of Witness (1)

Ariane Reeves
Signature of Witness (2)

Ariane Reeves
Printed Name of Witness (2)

GENUINE PARTS COMPANY

BY: Donny Franklin
Donny Franklin

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 10th day of May, 2021, by Donny Franklin as President - NAPA Tampa who is ☒ personally known to me or ☐ who produced _____ as identification.

Witness my hand and official seal this 10th day of May, 2021.

Official use only

NOTARY PUBLIC Signature
Printed Name: Ryan M. Hayden
Commission No.: HH 079387
Expiration Date: 01/11/2025

RYAN M. HAYDEN
Commission # HH 079387
Expires January 11, 2025
Bonded Thru Budget Notary Services

SEAL

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

ATTEST:

ANGELA VICK, CLERK

BY: _____
SCOTT CARNAHAN, CHAIRMAN

DATE: _____

Attachment: 6-8-21 PB 21-073 Agenda Docs (12902 : PB 21-073 Sourcewell RFP #110520-GPC Vendor Managed Inventory & Logistics System;

EXHIBIT A

ASSIGNMENT

[Intentionally Deleted]

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Attachment: 6-8-21 PB 21-073 Agenda Docs (12902 : PB 21-073 Sourcewell RFP #110520-GPC Vendor Managed Inventory & Logistics System;

EXHIBIT B

SAMPLE PROFIT AND LOSS STATEMENT

See attached.

Exhibit "B"

IBS Monthly P&L Statement (Sample)

Citrus County Fleet

EXPENSE	MONTHLY	% TO SALES		ANNUALLY	% TO SALES
Parts Purchases	$ 100,000	99.01%		$ 1,200,000	99.01%
Freight Billings	$ 1,000	0.99%		$ 12,000	0.99%
Total Purchases	**$ 101,000**	**100.00%**		**$ 1,212,000**	**100.00%**
Cost of Goods	$ 93,700	92.77%		$ 1,124,700	92.80%
GROSS PROFIT	**$ 7,300**	**7.20%**		**$ 87,300**	**7.20%**
Executive Salaries	$ 1,000	1.00%		$ 12,100	1.00%
Acctg & Data Proc.	$ 500	0.50%		$ 6,100	0.50%
General Office	$ 500	0.50%		$ 6,100	0.50%
Manager Payroll	$ 4,300	4.26%		$ 51,600	51.09%
Counterstaff Payroll	$ -	0.00%		$ -	0.00%
Delivery Payroll	$ -	0.00%		$ -	0.00%
Retirement Services	$ 500	0.45%		$ 5,500	0.45%
Payroll Taxes	$ 500	0.50%		$ 6,000	5.94%
Group Insurance & Benefits	$ 700	0.69%		$ 8,400	8.32%
TOTAL PAYROLL	**$ 8,000**	**7.92%**		**$ 95,800**	**94.85%**
Delivery - Insurance	$ -	0.00%		$ -	0.00%
Maint. & Fuel	$ -	0.00%		$ -	0.00%
Truck Depr.	$ -	0.00%		$ -	0.00%
Depreciation - F. & F.	$ 300	0.30%		$ 3,600	3.56%
Freight & Postage	$ -	0.00%		$ -	1.50%
Insurance	$ 100	0.10%		$ 1,200	1.19%
Store Expense	$ 100	0.10%		$ 1,200	1.19%
Telephone	$ 100	0.10%		$ 1,200	1.19%
TAMS	$ 1,000	0.99%		$ 12,000	11.88%
Taxes (Not Income)	$ -	0.00%		$ -	0.00%
Training	$ 10	0.01%		$ 120	0.12%
TOTAL MISC. EXPENSES	**$ 1,610**	**1.59%**		**$ 19,320**	**19.13%**
TOTAL EXPENSES	**$ 9,610**	**9.51%**		**$ 115,120**	**113.98%**

Expenses Billed to Cty	**$ 9,610**			**$ 115,120**	
Est Net Profit $'s and %	**$ 7,300**	**7.20%**		**$ 87,300**	**7.20%**

This is an estimate ONLY - subject to product mix fluctuation on a monthly basis*

Attachment: 6-8-21 PB 21-073 Agenda Docs (12902 : PB 21-073 Sourcewell RFP #110520-GPC Vendor Managed Inventory & Logistics System;

EXHIBIT C

SOURCEWELL CONTRACT

A copy of the Sourcewell Contract can be found at: **https://www.sourcewell-mn.gov/cooperative-purchasing/110520-gpc#tab-contract-documents**

Attachment: 6-8-21 PB 21-073 Agenda Docs (12902 : PB 21-073 Sourcewell RFP #110520-GPC Vendor Managed Inventory & Logistics System;

Attachment: 6-8-21 PB 21-073 Agenda Docs (12902 : PB 21-073 Sourcewell RFP #110520-GPC Vendor Managed Inventory & Logistics System;

EXHIBIT D

AMENDMENT TO INTEGRATED SUPPLY AGREEMENT

See attached.

Attachment: 6-8-21 PB 21-073 Agenda Docs (12902 : PB 21-073 Sourcewell RFP #110520-GPC Vendor Managed Inventory & Logistics System;

AMENDMENT TO INTEGRATED SUPPLY AGREEMENT
BETWEEN
GENUINE PARTS COMPANY
AND
CITRUS COUNTY, FLORIDA

THIS AMENDMENT TO INTEGRATED SUPPLY AGREEMENT (this "Amendment") is entered into this 22nd day of July, 2021 (the "Amendment Effective Date"), by and between GENUINE PARTS COMPANY, a Georgia corporation authorized to conduct business in the State of Florida (d/b/a NAPA Auto Parts) ("NAPA"), and CITRUS COUNTY, FLORIDA, a political subdivision of the State of Florida ("CUSTOMER").

WHEREAS, NAPA and CUSTOMER are parties to that certain Integrated Supply Agreement dated as of July 22, 2021 (the "Agreement"); and

WHEREAS, NAPA and CUSTOMER desire to amend the Agreement according to the terms set forth below.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, NAPA and CUSTOMER hereby agree to amend the Agreement as follows:

1. All capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement.

2. A new Section 2(e) is hereby added to the Agreement as follows:

   (e) ***Contract Administrator*** shall mean the Director of the Citrus County Division of Fleet Management, or designee.

3. Section 4 of the Agreement is hereby deleted in its entirety and replaced with the following:

   4. **TERM.** Subject to the terms and conditions set forth below, this Agreement shall begin on the Effective Date and shall end when the Sourcewell Contract terminates or expires or when terminated earlier in accordance with the applicable terms and conditions stated herein. As the Sourcewell Contract is renewed or extended, this Agreement may be renewed or extended for a period of time equal to or shorter than the period of time the Sourcewell Contract is renewed or extended upon the mutual written agreement of the parties. Either party may terminate this Agreement at any time for its convenience by giving the other party sixty (60) days prior written notice of such termination.

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4. Section 5(a) of the Agreement is hereby deleted in its entirety and replaced with the following:

(a) NAPA will operate the On Site Store(s) and provide the Inventory to CUSTOMER's location(s). NAPA shall provide all personnel required to operate the On Site Store(s). Working hours for the On Site Store(s) will be as follows:

Fleet Services
Monday–Friday
7:30am-4:00pm

NAPA agrees that its work schedule will match the established work schedule of CUSTOMER, which may be amended by CUSTOMER from time to time. CUSTOMER will provide NAPA written notice at least thirty (30) days before changing the work schedule of any On Site Store(s).

5. The next to last and last sentences in Section 6(c) are hereby deleted in their entirety.

6. Section 8 of the Agreement is hereby deleted in its entirety and replaced with the following:

8. **PAYMENT TERMS/PRICING.** NAPA shall invoice the CUSTOMER for all Inventory purchased pursuant to this Agreement and shall provide a statement on a monthly basis according to the pricing plan below. NAPA shall generate an invoice for each CUSTOMER order or transaction, and each individual invoice shall be included as part of the CUSTOMER's overall monthly statement. CUSTOMER is a local government entity subject to the Local Government Prompt Payment Act, § 218.70, *et seq.*, Florida Statutes, and payment by CUSTOMER of all statements received from NAPA shall be made in compliance with said Act. If CUSTOMER has not paid the entire amount of all statements received from NAPA within 10 days following the due date, CUSTOMER shall be put on COD until such amount is paid in full. No prompt pay discount is available under this Agreement.

The overall objective of CUSTOMER's pricing plan is for NAPA to provide Products in accordance with the agreed upon Pricing Plan Summary set forth below and reimbursement by CUSTOMER of each On Site Store's operating expenses. By billing CUSTOMER for these two categories, NAPA's On Site Store(s) will achieve its target 7.2% net profit for the Agreement (the "Net Profit Target"). These categories are defined as follows:

(a) ***Product Price.*** The pricing of the Products to be supplied to CUSTOMER by NAPA pursuant to this Agreement shall be divided into: 1) "***NAPA Product Price***," which is the pricing of NAPA branded or NAPA cataloged supplier

manufactured products; and 2) "***Non-NAPA Product Price***," which is the pricing of products which have not been manufactured by NAPA suppliers or do not exist in NAPA's proprietary catalog system but which have been acquired for CUSTOMER by NAPA pursuant to this Agreement. The pricing of NAPA Product and Non-NAPA Product shall be billed in accordance with the Pricing Plan Summary defined below.

(b) ***Operational Expenses.*** Any and all costs and expenses associated with the operation of the On Site Store(s), including, but not limited to, vehicle gas and maintenance costs, salary and benefits payable to NAPA employees at the On Site Store(s), worker's compensation benefits and insurance, unemployment insurance, personal property insurance for the On Site Store(s) and Inventory, any deductible for losses to the extent arising or resulting from the acts, errors or omissions of CUSTOMER and covered under the personal property, automobile liability, or general liability insurance policies of NAPA, all equipment supplied by NAPA, Corporate Allocation Expenses (as defined below), inventory investment expense, obsolescence expense, pension funding costs, accounting fees, general office expenses, and shared service expenses. An example of a profit and loss statement reflecting such costs and expenses is attached hereto as Exhibit B. CUSTOMER acknowledges and agrees that the costs and expenses reflected on the profit and loss statement set forth on Exhibit B are subject to change based on actual monthly costs, expenses or Corporate Allocation Expenses incurred relative to the operation of the On Site Store(s). To achieve economies of scale, NAPA utilizes certain headquarter and corporate personnel to assist in the performance of this Agreement. As a result, each On Site Store location is charged certain corporate allocation expenses for various line items shown on Exhibit B ("Corporate Allocation Expenses") which are calculated as a percentage of total Product sales for each month. As such, there is not a supportive invoice for such expenses other than a monthly allocation rate statement. These Corporate Allocation Expenses allow NAPA to have fewer employees performing routine general administrative tasks such as paper work and filing at the On Site Store(s), allowing NAPA counter personnel to focus more attention on serving the On-Site Store operations, and maximizing on-site cost efficiency.

PRICING PLAN SUMMARY

NAPA Product Price for individual orders or invoices of less than $10,000	For each individual CUSTOMER order or invoice with an overall price of less than $10,000, billed to CUSTOMER at an 8% mark-up (The formula for NAPA Product Price for NAPA Products included on individual orders or invoices with an overall price of less than $10,000 is the Current NAPA Jobber Acquisition Cost multiplied by 1.08) This formula will achieve the mark-up set forth

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	above. Example: Current NAPA Jobber Acquisition Cost of the NAPA Products on an individual invoice with an overall price of less than $10,000 is $1.00. CUSTOMER's price for such NAPA Products would be $1.00 multiplied by 1.08=$1.08
NAPA Product Price for individual orders or invoices of $10,000 or more	For each individual CUSTOMER order or invoice with an overall price of $10,000 or more, billed to CUSTOMER at a 3% mark-up (The formula for NAPA Product Price for NAPA Products included on individual orders or invoices with an overall price of $10,000 or more is the Current NAPA Jobber Acquisition Cost multiplied by 1.03) This formula will achieve the mark-up set forth above. Example: Current NAPA Jobber Acquisition Cost of the NAPA Products on an individual invoice with an overall price of $10,000 or more is $10,000.00. CUSTOMER's price for such NAPA Products would be $10,000.00 multiplied by 1.03=$10,300.
Non-NAPA Product Price for individual orders or invoices of less than $10,000	For each individual CUSTOMER order or invoice with an overall price of less than $10,000, billed to CUSTOMER at an 8% mark-up (The formula for Non-NAPA Product Price for Non-NAPA Products included on individual orders or invoices with an overall price of less than $10,000 is NAPA's current product acquisition cost multiplied by 1.08) This formula will achieve the mark-up set forth above. Example: current product acquisition cost of the Non-NAPA Products on an individual invoice with an overall price of less than $10,000 is $1.00. CUSTOMER's price for such Non-NAPA Products would be $1.00 multiplied by 1.08=$1.08
Non-NAPA Product Price for individual orders or invoices of $10,000 or more	For each individual CUSTOMER order or invoice with an overall price of $10,000 or more, billed to CUSTOMER at a 3% mark-up (The formula for Non-NAPA Product Price for Non-NAPA Products included on individual orders or invoices with an overall price of $10,000 or more is NAPA's current product acquisition cost multiplied by 1.03) This formula will achieve the mark-up set forth above. Example: current product acquisition cost of the Non-NAPA Products on an individual

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	invoice with an overall price of $10,000 or more is $10,000. CUSTOMER's price for such Non-NAPA Products would be $10,000 multiplied by 1.03=$10,300.
Operational Expenses	Billed to CUSTOMER in accordance with Section 8(b) above.
Net Profit Target	7.2% net profit for the NAPA On Site Store(s) after Products and Operational Expenses are billed to CUSTOMER.

Both NAPA Product and Non-NAPA Product on individual CUSTOMER orders or invoices (which for the sake of clarity are separate from and shall not include CUSTOMER's overall monthly billing statement) with an overall price of less than $10,000 shall be billed to CUSTOMER at an eight percent (8%) mark-up. Both NAPA Product and Non-NAPA Product on individual CUSTOMER orders or invoices with an overall price of $10,000 or more shall be billed to CUSTOMER at a three percent (3%) mark-up. Operational Expenses will be charged to CUSTOMER in accordance with Section 8(b) above, with all such charges for Operational Expenses to be included in CUSTOMER's monthly billing statement. CUSTOMER will be billed at the end of each month for Operational Expenses on an "in arrears" basis. CUSTOMER will only be obligated to make payment on Operational Expenses incurred within a one hundred and twenty (120) day period preceding the date of the billing statement.

In addition, NAPA may use any sub-contractor for the procurement of "outside" services (i.e., those services not traditionally performed by NAPA), and where the overall price of an individual CUSTOMER order or invoice for such Outside Services is less than $10,000, CUSTOMER will be billed at NAPA's cost plus an eight percent (8%) mark-up on such purchases. Where the overall price of an individual CUSTOMER order or invoice for Outside Services is $10,000 or more, CUSTOMER will be billed at NAPA's cost plus a three percent (3%) mark-up on such purchases. CUSTOMER must provide pre-approval in writing of such outside purchases. CUSTOMER is solely responsible for improper or inappropriate instructions by CUSTOMER's employees to NAPA regarding NAPA's purchases of nontraditional parts or services, unless CUSTOMER provided prior written notice to NAPA of parts or services that may not be procured by NAPA in relation to this Agreement.

7. Section 9(a) of the Agreement is hereby deleted in its entirety.

8. A new Section 9(c) is hereby added to the Agreement as follows:

(c) NAPA shall obtain a Commercial General Liability policy with a minimum limit of $1,000,000 per occurrence, and $2,000,000 general aggregate. CUSTOMER shall

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be named as an additional insured on such policy to the extent of NAPA's indemnification obligations herein. Additionally, NAPA shall obtain the following insurance coverage:

Automobile Liability: NAPA 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 NAPA does not own vehicles, NAPA 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.

Workers Compensation and Employer's Liability: NAPA 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.

For any officer of NAPA that has exempt status as an individual, CUSTOMER requires proof of workers' compensation insurance coverage for that employee. If NAPA has applied for a workers' compensation exemption, CUSTOMER does not recognize this exemption to extend to the employees of NAPA.

The purpose of this workers compensation and employers liability section is to ensure that all contractors, subcontractors, sole proprietors, or business entities of any kind who contract with CUSTOMER 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.

Other Insurance Provisions: NAPA shall provide a Certificate of Insurance to CUSTOMER, and NAPA will endeavor to provide CUSTOMER with at least thirty (30) days' 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.

The project's proposal number should be noted on the certificate.

NAPA is initially responsible for all insurance premiums and shall be initially 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; provided, however that any such costs or expenses may be billed to CUSTOMER as an operational expense in accordance with Section 8(b) above.

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

Citrus County, Florida, a political subdivision of the State of Florida, its officials, employees and agents are to be covered as an Additional Insured on all policies except Workers Compensation and Employers' Liability to the extent of NAPA's indemnification obligations herein.

NAPA's insurance coverage shall be primary insurance as respects CUSTOMER, its officials, employees and agents to the extent of NAPA's indemnification obligations herein. Any insurance or self-insurance maintained by CUSTOMER, its officials, employees or agents shall be excess of NAPA's insurance and shall be non-contributory.

For all policies of insurance: NAPA, and its insurance carrier, waive all subrogation rights against CUSTOMER 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. CUSTOMER 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.

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.

It is NAPA's responsibility to insure that all subcontractors comply with these insurance requirements. NAPA shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. For the avoidance of any doubt, the term "subcontractors" as used herein and throughout the Agreement shall specifically exclude all third party suppliers and manufacturers of the products sold hereunder and all third party delivery service providers.

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.

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

Once ALL paperwork is completed and received by CUSTOMER, an email will be sent to NAPA requesting online registration with myCOI. It is critical that CUSTOMER 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 NAPA'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.

Attachment: 6-8-21 PB 21-073 Agenda Docs (12902 : PB 21-073 Sourcewell RFP #110520-GPC Vendor Managed Inventory & Logistics System;

Attachment: 6-8-21 PB 21-073 Agenda Docs (12902 : PB 21-073 Sourcewell RFP #110520-GPC Vendor Managed Inventory & Logistics System;

Certificates of Insurance cannot be mailed, emailed or faxed to CUSTOMER. NAPA 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 NAPA's agent(s). This is a yearly requirement for the duration of the Agreement.

9. The following language is hereby added to the end of Section 11: If the issue is not resolved by mutual agreement, CUSTOMER reserves the right to (1) require NAPA to immediately remove any of the NAPA personnel from the On Site Store(s) in such instances where the conduct of any NAPA personnel poses a threat to the health and safety of others or is otherwise detrimental to the safe operation of the On Site Store(s) or (2) require NAPA to remove NAPA personnel from the On Site Store(s) for Cause upon fifteen (15) days written notice where Cause is defined as the failure to perform job functions or any type of general misconduct including but not limited to misrepresentation.

10. Section 15 of the Agreement is hereby deleted in its entirety and replaced with the following:

15. **BUY-BACK OF INVENTORY.**

(a) Non-NAPA branded Inventory. Upon the expiration, termination, or non-renewal of this Agreement, CUSTOMER will purchase and NAPA will sell all Non-NAPA branded Inventory held by NAPA pursuant to this Agreement at NAPA's current acquisition cost; provided, that such inventory was either: (1) initially purchased from CUSTOMER by NAPA pursuant to the terms set forth in Section 5(f) of the previous Integrated Supply Agreement entered into between the parties on October 1, 2018; or (2) included within the Monthly Non-NAPA Parts Inventory Report (as defined below) and specifically approved by the CUSTOMER to be included within the CUSTOMER's obligation to purchase such inventory in accordance with the procedure set forth below in this Section 15(a).

(i) Within five (5) business days of the end of each month, NAPA shall submit to CUSTOMER a monthly report that itemizes all Non-NAPA branded Inventory in inventory as of the last day of each month ("Monthly Non-NAPA Parts Inventory Report"). Such Monthly Non-NAPA Parts Inventory Report shall, at a minimum, contain a full listing of all Non-NAPA branded Inventory contained in the On Site Store(s) by part description, part number, part quantity, part cost and part location. CUSTOMER shall review such report and within ten (10) days of CUSTOMER's receipt of such report provide NAPA with its written approval of which Non-NAPA branded Inventory may be included within CUSTOMER's obligation to purchase in accordance herewith. CUSTOMER's failure to review a report and provide NAPA with its written approval of which Non-NAPA branded Inventory may be included within the CUSTOMER's obligation to purchase within the time frame set forth above shall be deemed an approval by CUSTOMER of all the Non-NAPA branded Inventory set forth on the report.

(ii) Once CUSTOMER approves specific Non-NAPA branded Inventory included within a specific Monthly Non-NAPA Parts Inventory Report, it cannot, in a later month, reject such specific Non-NAPA branded Inventory. Also, once Non-NAPA branded Inventory is included within a specific Monthly Non-NAPA Parts Inventory Report, CUSTOMER will be obligated to purchase such inventory at the expiration, termination, or non-renewal of this Agreement. NAPA hereby acknowledges that CUSTOMER's approval of whether such Non-NAPA branded Inventory may be included within the CUSTOMER's obligation to purchase in accordance herewith may be granted or denied in the CUSTOMER's reasonable discretion. Furthermore, the Parties acknowledge that NAPA's failure to submit the Monthly Non-NAPA Parts Inventory Report to CUSTOMER shall not constitute a default under the terms of this Agreement, but will make Non-NAPA branded Inventory that has yet to be approved for purchase to be ineligible from being included within CUSTOMER's purchase obligation as set forth herein.

(b) NAPA branded Inventory. Upon the expiration, termination or non- renewal of this Agreement, CUSTOMER will have the option, which may be exercised in the CUSTOMER's sole and absolute discretion, to purchase any NAPA branded Inventory held by NAPA pursuant to this Agreement. If CUSTOMER elects to purchase any such NAPA branded Inventory, NAPA will sell them to CUSTOMER at the Current NAPA Jobber Acquisition Cost.

(c) Removal of Inventory. NAPA will remove any Inventory not purchased by CUSTOMER in accordance with the terms of this Section 15 from the On Site Store(s) without charge to CUSTOMER.

11. Section 16 of the Agreement is hereby deleted in its entirety and replaced with the following:

16. INDEMNIFICATION. NAPA shall at all times hereafter indemnify, defend and hold harmless CUSTOMER, its officers, agents, servants, and employees from and against any and all action, demands, claims, losses, liabilities and expenditures of any kind, including reasonable attorney's fees, court costs, and expenses, caused or alleged to be caused by: (i) an intentional, negligent, or reckless act of, or omission of, NAPA, its employees, agents, servants, or officers hereunder; (ii) the breach of any material terms herein by NAPA; or (iii) NAPA's violation of any applicable laws, rules or regulations. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered reasonably necessary by the Contract Administrator and the County Attorney, any sums due NAPA under this Agreement may be retained by CUSTOMER until all of CUSTOMER's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved upon providing prior written notice to NAPA specifying the reasons for withholding any sums due to NAPA. Any amount withheld shall not be subject to payment of interest by CUSTOMER.

Attachment: 6-8-21 PB 21-073 Agenda Docs (12902 : PB 21-073 Sourcewell RFP #110520-GPC Vendor Managed Inventory & Logistics System;

12. Section 18(b) is hereby deleted in its entirety and replaced with the following:

(b) Either party may terminate this Agreement upon providing the other party fifteen (15) days prior written notice in the event that the CUSTOMER's premises are damaged by any casualty not caused by the intentional or negligent acts of NAPA or its employees, officers, agents, representatives or subcontractors, or such portion of the premises is condemned by any legally constituted authority, such as will make the CUSTOMER's premises unusable for the On Site Store(s) in the reasonable judgment of either party.

13. Section 20 is hereby deleted in its entirety and replaced with the following:

20. AMENDMENTS. CUSTOMER and NAPA may amend this Agreement to conform to changes in federal, state, or local laws, regulations, directives, ordinances, and objectives. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board of County Commissioners of Citrus County and NAPA or others delegated authority to or otherwise authorized to executive same on their behalf.

14. Section 23 of the Agreement is hereby deleted in its entirety.

15. Section 24 is hereby deleted in its entirety and replaced with the following:

24. **INDEPENDENT CONTRACTOR**. NAPA is an independent contractor under this Agreement. Services provided by NAPA pursuant to this Agreement shall be subject to the supervision of NAPA. In providing such services, neither NAPA nor its agents shall act as officers, employees, or agents of CUSTOMER. No partnership, joint venture, or other joint relationship is created hereby. CUSTOMER does not extend to NAPA or NAPA's agents any authority of any kind to bind CUSTOMER in any respect whatsoever.

16. Section 25 is hereby deleted in its entirety and replaced with the following:

25. **CHOICE OF LAW.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. CUSTOMER and NAPA acknowledge and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Fifth Judicial Circuit in Citrus County, Florida, and venue for litigation arising out this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the Middle District of Florida.

17. A new Section 31 is hereby added to the Agreement as follows:

Attachment: 6-8-21 PB 21-073 Agenda Docs (12902 : PB 21-073 Sourcewell RFP #110520-GPC Vendor Managed Inventory & Logistics System;

Attachment: 6-8-21 PB 21-073 Agenda Docs (12902 : PB 21-073 Sourcewell RFP #110520-GPC Vendor Managed Inventory & Logistics System;

31. PUBLIC RECORDS

(a) To the extent that NAPA is acting on behalf of CUSTOMER, as stated in Section 119.0701, Florida Statutes, NAPA shall:

i. Keep and maintain public records required by CUSTOMER to perform the services under this Agreement; and

ii. Upon request from CUSTOMER, provide CUSTOMER 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 that provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and

iii. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to CUSTOMER; and

iv. Upon termination, NAPA shall transfer to CUSTOMER, at no cost to CUSTOMER, all public records in possession of NAPA or keep and maintain public records required by CUSTOMER to perform the services. If NAPA transfers the records to CUSTOMER, NAPA shall destroy any duplicate public records that are exempt or confidential and exempt. NAPA shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CUSTOMER upon request in a format that is compatible with the information technology systems of CUSTOMER.

(b) The failure of NAPA to promptly comply with the provisions of this Section shall constitute a material breach of this Agreement entitling CUSTOMER to exercise any remedy provided in this Agreement or under applicable law.

(c) A request for public records regarding this Agreement must be made directly to CUSTOMER who will be responsible for responding to such public records requests. NAPA will provide any requested records to CUSTOMER to enable CUSTOMER to respond to the public records request.

(d) Any material submitted to CUSTOMER that NAPA contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Florida Statutes Chapter 119) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCT." In addition, NAPA must, simultaneously with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Florida Statutes Section 812.081 and stating the factual basis for same.

In the event that a third party submits a request to CUSTOMER for records designated by NAPA as Trade Secret Materials, CUSTOMER shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by NAPA. NAPA shall indemnify and defend CUSTOMER and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments, and liabilities of any kind, including attorney's fees, litigation expenses and court costs, relating to the non-disclosure of any Trade Secret Materials in response to a public records request by a third party.

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

18. A new Section 32 is hereby added to the Agreement as follows:

32. **PAYABLE INTEREST**.

(a) CUSTOMER shall not be liable to pay any interest to NAPA for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof NAPA waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to applicable law.

(b) Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by CUSTOMER under this Agreement, whether as prejudgment interest or for any other purposes shall be calculated consistent with Section 218.74, Florida Statutes.

19. Except as amended herein, all other terms and conditions of the Agreement shall remain unaltered and the Agreement remains in effect, enforceable against each of the parties and is hereby ratified and acknowledged by each of the parties.

20. This Amendment shall be construed and interpreted under the laws of the State of Florida.

21. This Amendment may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

[*Remainder of page intentionally left blank/ Signatures appear on following page*]

Attachment: 6-8-21 PB 21-073 Agenda Docs (12902 : PB 21-073 Sourcewell RFP #110520-GPC Vendor Managed Inventory & Logistics System;

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

GENUINE PARTS COMPANY

Signature of Witness (1)

Chris Bracken
Printed Name of Witness (1)

Ariane Reeves
Signature of Witness (2)

Ariane Reeves
Printed Name of Witness (2)

BY: Donny Franklin
Donny Franklin

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 10th day of May, 2021, by Donny Franklin as President - NAPA Tampa who is ☒ personally known to me or ☐ who produced _____ as identification.

Witness my hand and official seal this 10th day of May, 2021.

Official use only

NOTARY PUBLIC Signature
Printed Name: Ryan M. Hayden
Commission No.: HH079385
Expiration Date: 01/11/2025

SEAL

RYAN M. HAYDEN
Commission # HH 079387
Expires January 11, 2025
Bonded Thru Budget Notary Services

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

ATTEST:

ANGELA VICK, CLERK

BY: _____
SCOTT CARNAHAN, CHAIRMAN

DATE: _____

Sourcewell Contract

Attachment: 6-8-21 PB 21-073 Agenda Docs (12902 : PB 21-073 Sourcewell RFP #110520-GPC Vendor Managed Inventory & Logistics System;

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	AGR 21-028 JustFOIA Records Request Solution for System Management; MCCI, LLC
AGENDA DATE:	**June 08, 2021**

BRIEF OVERVIEW:

Transparency in Public Records Requests has become a genuine concern for many organizations. A solution that assists the County to stay in compliance with the Freedom of Information Act <https://www.foia.gov/> (FOIA) and State laws while being transparent to the public is essential in today's digital age.

On August 1, 2014, Board approved an Agreement with WebQA, Inc as a hosted web service provider, to track and manage FOIA and public records request on the County website for automatic renewals on October 1st of each year.

Staff desires to terminate with WebQA, Inc. and as per the requirements of the Agreement that if either party decides to terminate the agreement without cause, we are required to give WebQA, Inc. sixty (60) days written notice prior to termination. Staff desires to have a termination letter approved and executed by the Chairman.

Staff has been researching other FOIA and public records request systems and now requests approval to award MCCI, LLC. to provide the County with a JustFOIA subscription to a Hosted Solution. JustFOIA is an affordable fully hosted cloud solution. The application and associated data are hosted on the Microsoft Azure Government Cloud, providing world-class security. This ensures a minimal IT impact for our clients. JustFOIA is confident that they can provide the County with an improved Citizen Engagement and Transparency, improved Efficiency and Mitigated Risk at a cost of

Calendar Year	**Amount Due**
2020 (Subscription Term: Contract Date -09/30/2021)	$0
2021 (Subscription Term: 10/01/2021*-09/30/2022)	$3,552.50
2022 (Subscription Term: 10/01/2022-09/30/2023)	$7,699.25
2023 (Subscription Term: 10/01/2023-09/30/2024)	$7,930.23
Total Contract Value	$19,181.98

*10/01/2021 is the initial software subscription date.

The JustFOIA solution provides a more efficient, streamlined platform for submitting and processing public records request tickets.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance*
2150-53400	Other Contra	$30,546	$19,358	$0	$11,188

*Prior to award.

RECOMMENDED ACTION:

a. Approve and Authorize the Chairman to execute the termination letter to WEBQA, Inc. and authorize staff to send termination letter.

b. Approve and Authorize the Chairman to execute the Agreement between Citrus County, Florida and MCCI, LLC. to provide JustFOIA subscription and public records web portal for records management.

Valley Forge Insurance Company

AMB #: 002132 NAIC #: 20508 FEIN #: 231620527

Administrative Office
151 North Franklin Street
Chicago, Illinois 60606
United States

Web: www.cna.com
Phone: 312-822-5000
View Additional Address Information

AM Best Rating Unit: AMB #: 018313 - CNA 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, 050177 - Loews Corporation 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 View Definition

Rating (Rating Category):	A (Excellent)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	July 14, 2020
Initial Rating Date:	June 30, 1948

Long-Term Issuer Credit View Definition

Rating (Rating Category):	a+ (Excellent)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	July 14, 2020
Initial Rating Date:	June 21, 2005

Financial Size Category View Definition

Financial Size Category: XV ($2 Billion or greater)
u Denotes Under Review Best's Rating

Columbia Casualty Company

AMB #: 003538 NAIC #: 31127 FEIN #: 470490411

Attachment: 5-25-21 AGR 21-028 Agenda Docs (12837 : AGR 21-028 JustFOIA Records Request Solution for System Management; MCCI, LLC)

Domiciliary Address
151 North Franklin Street
Chicago, Illinois 60606
United States

Web: www.cna.com
Phone: 312-822-5000

AM Best Rating Unit: AMB #: 018313 - CNA 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, 050177 - Loews Corporation 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 View Definition

Rating (Rating Category):	A (Excellent)
Affiliation Code:	g (Group)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	July 14, 2020
Initial Rating Date:	June 30, 1974

Long-Term Issuer Credit View Definition

Rating (Rating Category):	a+ (Excellent)
Outlook (or Implication):	Stable
Action:	Affirmed
Effective Date:	July 14, 2020
Initial Rating Date:	June 21, 2005

Financial Size Category View Definition

Financial Size Category: XV ($2 Billion or greater)

u Denotes Under Review Best's Rating

Attachment: 5-25-21 AGR 21-028 Agenda Docs (12837 : AGR 21-028 JustFOIA Records Request Solution for System Management; MCCI, LLC)

Prepared For:
Citrus County, Florida

Presented By:
Scott Mursten

JustFOIA
Records Request Solution

Issued: April 13, 2021

Attachment: 5-25-21 AGR 21-028 Agenda Docs (12837 : AGR 21-028 JustFOIA Records Request Solution for System Management; MCCI, LLC)

CORPORATE OFFICE
Sales Department
3717 Apalachee Parkway Suite 201 • Tallahassee, FL 32311
Phone (800) 342-2633 • Fax (850) 564-7496

SCOTT MURSTEN
Account Executive
(850) 701-0725 ext. 1520
smursten@justfoia.com

April 13, 2021

Nancy Cologna
110 North Apopka Avenue
Inverness, FL 34450

Dear Ms. Cologna:

I enjoyed speaking with you recently regarding our **JustFOIA** Open Records Request Tracking Solution. Pursuant to our discussion, we are pleased to enclose our Professional Services Proposal. While reviewing the proposal, please keep in mind the following features included with your JustFOIA subscription:

- **Hosted Solution:** JustFOIA is an affordable fully hosted cloud solution. The application and associated data are hosted on the Microsoft Azure Government Cloud, providing world-class security. This ensures a minimal IT impact for our clients.
- **Unlimited Users:** No matter the number of people you have as part of your process, JustFOIA allows for unlimited users at no additional charge.
- **Correspondence:** JustFOIA handles Internal emails, emails to the requestor, templates, and even discussion threads all within the application.
- **Training:** MCCi offers user training along with administrative training as part of your new JustFOIA subscription.
- **Focus Group:** Our clients are invited to participate in our ongoing JustFOIA Focus Group. A periodic meeting to review product development, solicit new ideas and share best-demonstrated practices amongst other users from around the country.
- **Enterprise Capability:** JustFOIA offers options for managing a specific department's Open Records Requests and can also be expanded to the Enterprise level.

Why invest in JustFOIA? We are confident that with the help of JustFOIA, you will experience:

- **Improved Citizen Engagement and Transparency:** The Public Portal is the perfect landing page for citizens to securely search previous requests, publicly posted content, and the status of their current request. A fully customizable online form along with automated receipt verification and communication throughout the duration of their request enhances the requester experience.
- **Improved Efficiency:** Your records request process will be more efficient than ever using our robust workflow engine that offers enhanced communication, automated notifications and reminders, fee tracking and management, request searching and reporting.
- **Mitigated Risk:** Automated request tracking, activity, and deadline management will help mitigate the risk of non-compliance.

If you have any questions concerning our proposal or desire additional information, please do not hesitate to contact me. We appreciate your interest and hope that we will have the pleasure of working with you.

Sincerely,

Scott Mursten
Account Executive

EXECUTIVE SUMMARY

Attachment: 5-25-21 AGR 21-028 Agenda Docs (12837 : AGR 21-028 JustFOIA Records Request Solution for System Management; MCCi, LLC)

Transparency in Public Records Requests has become a genuine concern for many organizations. A solution that assists your organization to stay in compliance with the Freedom of Information Act (FOIA) and State laws while being transparent to the public is essential in today's digital age.

The confidence of the public is also something to consider when thinking of a Public Records Management Solution. If the public is not provided access to specific documents that comply with the FOIA, they feel as if the organization is hiding information. By making your agency's records easily accessible, citizens will feel a sense of trust. In conjunction with the morale of the public, organizations will also see a rise in the team-spirit from their employees. When employees are given specific deadlines with a clear idea of what they need to complete, they take a sense of pride in their job, and that will radiate through the entire department.

Not only will you see employees' state of mind increase due to their work-life improvements, but the amount of money saved by avoiding fines (from delays in processing) and the increase from revenue generated by charging for specific records supports the operating budget overall. By becoming transparent in public records, your agency will immediately see three things happen: an increase in public trust, in employee morale, and in working capital. All of which can only benefit an organization's reputation long-term.

Selecting the right solution provider is equally important. The solution can be the best fit for your organization, but if you choose the wrong provider, you will be faced with unexpected challenges that result in a delayed or failed project. Your provider should be the best in the industry with in-depth expertise, resources, and a steadfast commitment to client success. Gartner, Inc. cites this as the most important decision when embarking on a transformation project. Expertise does not come overnight; it comes with time, projects, and learning best practices over a wide range of clients. Part of evaluating the provider's stability should include how long the provider has been in business, their reputation in the industry, their knowledge about your business model, and the strength and size of their team members in support and client relations.

It all started with our clients. MCCi has been a leader in content/document management and business process improvement for the government sector since 1998. In 2014, MCCi recognized the common issue of tracking and managing the growing volume of public records requests among our public-sector clients. MCCi stayed true to our client-focused culture by forming a client focus group that worked with our development team to build the JustFOIA solution. Fast forward a few years and this focus group continues to drive features and feedback based on common needs of their organizations.

MCCi has successfully deployed JustFOIA to many clients across the country. Our clients include some of the largest cities and state agencies in the country to small and mid-size municipalities, law enforcement agencies, special districts, and public education institutions. The varying type and size of our clients provides a higher ability to understand the needs of our clients.

ABOUT MCCI

MCCi provides 1,400 clients nationwide with the technology and services for automating business processes and managing electronic records and documents. MCCi is committed to leading the industry, staying abreast of technology, and innovates and evolves by focusing on the needs of our clients so that everyone – our clients and our employees — may benefit.

We pride ourselves in the fact that many of our clients' successes are widely recognized as industry-specific award winners and frequently published as leaders in their fields. Most recently, Inc. Magazine recognized MCCi as an Inc. 5000 fastest-growing private company in the United States. Additional noteworthy recognition includes Best Companies to Work, Microsoft Gold Certified Partner, and the only Laserfiche Platinum Solution Provider, to name a few.

Attachment: 5-25-21 AGR 21-028 Agenda Docs (12837 : AGR 21-028 JustFOIA Records Request Solution for System Management; MCCi, LLC)

OUR TEAM

MCCi is a leading solution provider, focusing on Client service in every aspect. As a client, you will receive access to our highly trained staff and support services, such as:

TRAINING & PROFESSIONAL SERVICES

Our highly trained professionals in the areas of implementation, process improvements, integrations, and more to help you implement a well-thought-out solution system based on your organization's needs and business processes. Before, during, and after your project, we focus on ensuring the users are trained on the solution and stay up-to-date on the features available. With each new feature release, online training is available for your team. In addition, remote and onsite training options are available, as is access to our Learning Management System (LMS) – "Training Center for JustFOIA".

TECHNICAL SUPPORT

Once your project is complete, you will have access to our technical support team for troubleshooting and for support your JustFOIA solution. Our team can be easily reached by email, phone, or our online support center.

CLIENT RELATIONS

You will have a dedicated team for account services that you can directly contact. We believe in a proactive support methodology, which begins with client education, excellent service, and communication.

- Identify any needs that could quickly be addressed by the current solution
- A resource for questions and answers, and best practices
- Annual support renewal notifications to ensure your renewal process is timely and accurate

Attachment: 5-25-21 AGR 21-028 Agenda Docs (12837 : AGR 21-028 JustFOIA Records Request Solution for System Management; MCCI, LLC)

KEY BENEFITS & FEATURES

PUBLIC PORTAL
The Public Portal is the perfect landing page to submit, track, or search for a request. This feature is customizable with your organization's logos, brand colors, and more. The centralized location is the place for securely searching previous requests, publicly posted content, and the status of their current request.

PUBLIC FORM SUBMISSION
Toss the paper forms and electronic PDFs. The request submission form is completely customizable to your agency's requirements.

DASHBOARDS
A real-time snapshot of requests and a way to quickly identify requests that need attention.

REQUESTS OVERVIEW
An overview list of new and in-progress requests with status alerts and involved departments. A simple click will dive deeper into the request.

CORRESPONDENCE
Centralize communication by using JustFOIA correspondence for inbound and outbound emails and general notes. Template or custom emails can be created. In addition, other forms of correspondence related to a request can be tracked (phone calls, letters or in-person conversations).

DISCUSSIONS
Never lose track of cross-department communication. Discussions will keep everyone in the loop and organized within the request.

ASSIGNMENT AND NOTIFICATION
When a request comes in, simply assign it to a department or user and they're are immediately notified of their tasks and due dates. Departments and key personnel stay in the loop with notifications as tasks are completed or with a digest summary of the day's progress. Also available are reminders, escalations, reassignments and approvals as well as the capability to automatically send out custom emails to users and requestors. For even greater efficiency, leverage the power of automation with our robust structured workflow capabilities.

TIME & MATERIAL CALCULATIONS
Keep track of the labor, time and materials costs of fulfilling requests. JustFOIA uses popular third-party payment processors for secure transactions.

COMPREHENSIVE REPORTS
Keeping the staff in each department accountable is important for your organization to stay in compliance with the laws. JustFOIA streamlines the process and minimizes delays. Custom reports are available, in addition to standard reports, such as:

- Processed Requests
- Bottlenecks
- Correspondence
- Time and Materials
- Fees & Payment Details
- Request Data Table
- Deleted Requests
- User Activity

WORLD-CLASS SECURITY
MCCi is committed to maintaining a safe and secure platform for our clients that meets or exceeds industry best practices. JustFOIA is deployed in a physically isolated instance of the Microsoft Azure Government Cloud that employs world-class security and compliance services critical to the U.S. government. MCCi has undergone a validation of eligibility for deploying JustFOIA using best practices and has a CISSP certified person on staff, the

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industry's de facto security credential. Azure Government services handles data that is subject to specific government regulations and requirements, such as FedRAMP, NIST 800.171 (DIB), ITAR, IRS 1075, DoD L4, and CJIS. All of JustFOIA's datacenters are located within the United States.

ON-PREMISE ARCHIVING

JustFOIA provides export capabilities for archiving records request data locally or in your content services solution.

SIMPLE HARDWARE/SOFTWARE REQUIREMENTS

JustFOIA is a web-based hosted solution and therefore has no server-side hardware components. End-user access is provided through a web interface, which means no client-side software is required. We test and support the following browsers: Microsoft® Internet Explorer® version 10 or higher; Google Chrome™, most recent stable version; Mozilla® Firefox®, most recent stable version; Apple® Safari® most recent stable version.

SOFTWARE DEVELOPMENT KIT (SDK)

Our SDK was built to assist our clients with integrating with the JustFOIA platform. The SDK includes a set of RESTful API's that allow developers to interact with JustFOIA programmatically and perform a variety of functions. Access to the SDK is available only to our active clients. If software developer assistance is needed for utilizing the SDK, it would be at an additional cost.

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JUSTFOIA ADD-ONS

REDACTION MODULE
JustFOIA's powerful integrated Redaction Module allows you to upload and redact documents in your browser. Automatically redact documents with one click or manually remove sensitive data. Features include: text search, pattern matching, proximity search, redact selected text and/or full page(s). Easily apply exemption codes to cite redaction reasons. Once redaction is applied, the redacted areas are burnt into the document and cannot be recovered or removed and only the redacted version of the document can be released. There is no per-user fee, so any user can redact a document if they are permissioned by your organization.

ACTIVE DIRECTORY/SINGLE SIGN-ON
This JustFOIA authentication system enables Single Sign-On (SSO) for using Azure Active Directory. This allows users to login via their current AD account instead of using username and password authentication within the JustFOIA application. This feature eliminates the need for users to maintain two sets of credentials, is easier for IT to maintain security protocols, and gives you more control for managing user changes.

PAYMENT PORTAL
JustFOIA integrates with Authorize.net, PayPal and JetPay to collect payments from requestors online. These third-party payment processors handle all monetary transactions and sensitive credit card data. The requestor enters the request number/security key to see any fees that they owe. If they owe fees, they can pay through a secure Authorize.net, PayPal or JetPay site. Once they pay, you are able to make their request documents available for immediate release.

ADOBE ACROBAT PRO PLUGIN
Adobe Acrobat Pro Plugin allows you to easily upload documents that you are working on in Adobe to a specific JustFOIA request. In Adobe, you can create and edit documents, as well as apply redactions and other features available in the Adobe software. Once you are ready, simply click the JustFOIA button to upload the document. It's as easy as picking the request number. In order to utilize this plugin, your organization will need to have Acrobat Pro available to the user.

LASERFICHE INTEGRATION
The Laserfiche integration allows you to leverage Laserfiche to help fulfill records requests. Conduct all of your searching, editing, and redaction in Laserfiche, then click the JustFOIA button to send selected documents as response documents to the specific JustFOIA request number. This integration makes for a seamless to use Laserfiche and JustFOIA to complete records requests. In order to utilize this integration, each user will need a full Laserfiche license.

TRAINING CENTER FOR JUSTFOIA
MCCi's Training Center for JustFOIA annual subscription provides an easy, cost-effective way for all users in your organization to access JustFOIA training videos. Benefits include:

- 24/7 access to on-demand JustFOIA training videos and other resources
- Reduce training time and expense while enhancing your internal JustFOIA training program
- Caters to all skill levels from Basic Users to JustFOIA System Administrators
- Unlimited access for your entire organization
- Reduction in internal support and increased user productivity
- Increased efficiency through improved internal usage/adoption of JustFOIA
- Instant/budgeted customized training available in the case of employee turnover
- Customized to your organization with your fully indexed recorded training sessions

IMPLEMENTATION GUIDE

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There is no need to read a 100-page training and user guide. JustFOIA is an easy-to-configure and easy-to-use solution. Your users will quickly be up to speed. Time to complete implementation depends on several factors such as complexity, the client completing assignments on time, and a solid foundation of training.

	IMPLEMENTATION TEAM	CLIENT LIAISON
ONBOARDING 1-2 WEEK DURATION	**TEAM ASSIGNMENT** The implementation team member is assigned to the project.	**GENERAL** Lead time for MCCi team member assignment is typically less than a week.
	PROJECT KICK-OFF The team member will contact the primary client liaison to discuss expectations, timeframes, install process, scheduling, and any special needs.	**INFORMATION GATHERING** Complete Implementation Configuration Form for each process to be configured.
IMPLEMENTATION 4-6 WEEK DURATION	**SITE CONFIGURATION** The team member will configure the site based on the Implementation Configuration Form submitted by the client.	**PRE-TRAINING** Admins and users to watch previously recorded demo for a foundational understanding of JustFOIA.
	ADMIN & USER TRAINING The team member will provide initial site training to users.	**SITE TESTING** The client's key users will test their site. by working with practice requests and complete a full request for each request form and process.
GO-LIVE!	**GO-LIVE PREPARATION** Team member and Client to review the status of configuration and make final plans to go live.	**PROJECT CLOSURE** Call with the MCCi team member to review project completion, support handoff, and project survey.
	POST GO-LIVE Discuss with the Client to discuss additional training for users.	**CELEBRATE!** Once your site is live, it's time to celebrate! Additionally, MCCi is available to support media or PR opportunities.

PROFESSIONAL SERVICES

We are fanatical about client success. Your time is limited, but with JustFOIA professional services, we are an extension of your organization, our qualified experts can assist with a successful implementation. Not sure which package fits your needs, we are here to help!

	BASIC	STANDARD	ENTERPRISE
Project Kickoff Call and Implementation Plan Identify milestones for successful implementation	✓	✓	✓

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Process Analysis Review Conduct a remote information gathering session to understand, guide, and recommend process improvement		✓ Up to 2 Sessions	✓ Up to 6 Sessions
Project Plan Reviews Detailed weekly project updates		✓	✓
User Configuration Establish and configure initial user security credentials and roles	✓ Up to 25 Employees	✓ Up to 50 Employees	✓ Up to 100 Employees
Process Configuration Based on client-supplied requirements, we will configure business process forms, workflow statuses, departments, and holidays	✓ Up to 1 Process	✓ Up to 3 Processes	✓ Up to 6 Processes
Template Configuration Configure email templates and requestor web pages related to the process	✓ 1 Template	✓ Up to 4 Templates	✓ Up to 10 Templates
On-Site Project Management Facilitate a successful implementation and training session			✓ 2 Days
Support Technical support through user testing before going live	✓	✓	✓
Remote Administrative Training Remote administrative training up to 60 minutes per session. Recording available for viewing.	✓ 1 Session	✓ Up to 2 Sessions	✓ Up to 3 Sessions
Remote User Training Remote user training up 60 minutes per session. Recording available for viewing.	✓ Up to 2 Sessions	✓ Up to 4 Sessions	✓ Up to 6 Sessions
Security Deployed in the Microsoft Azure Government Cloud, providing world-class security	✓	✓	✓
Structured Workflow Automation to help processing larger volumes of specific types of requests. Comes with 5-hour block of Administration Assistance.	✓ Available at an additional charge	✓ Available at an additional charge	✓ 1 included

ADMINISTRATION ASSISTANCE

JustFOIA's Administration Assistance package provides additional training and assistance to a Client's administrator and users. Pricing for the advanced block of hours is based on JustFOIA's Support Technician hourly rate discounted by 10%. The number of hours included is based on your active subscription and will expire on the same date as your annual renewal. Administration Assistance can be used for the following:

ADDITIONAL TRAINING

Additional web-based training is conducted to train new users or as refresher training for existing users.

SUPPLEMENTARY SYSTEM SET UP CONSULTATION

MCCi offers additional best practices consultation that includes recommendations for adding additional departments, statuses, templates, etc.

CONFIGURATION SERVICES

Basic configuration services and maintenance of existing complex workflows.

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STRUCTURED WORKFLOWS

Building on JustFOIA's capability to design lists of tasks and set defaults, a Structured Workflow leverages automation to save your organization time by routing certain types of requests from submission to completion.

Automatically run when a request comes in, a Structured Workflow can use the supplied form data to determine which departments and tasks get assigned. Best suited for organizations that process larger volumes of specific types of requests. Also available are the full use of due dates, reminders, escalations and approvals as well as the capability to automatically send out system and custom emails triggered by events in the workflow.

We work with you to design the unique series of tasks to assign out to departments so you can handle the approvals while JustFOIA keeps the request moving through your system. Structured Workflow Package includes up to 3 hours requirements gathering and up to 4 hours of configuration and implementation. Total package not to exceed 7 hours. Requires an annual 5-hour block of Administration Assistance.

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MCCI SUPPORT

As a MCCi client, you gain much more than just a new solution. You gain a relationship between our team and your organization to make your solution implementation successful and the usage of your product an enjoyable experience. In order to make this possible, MCCi offers both proactive and technical support.

PROACTIVE SUPPORT

Your dedicated Client Success Manager will continue to assist with post-implementation Client success, be a resource for questions and answers, and throughout the year to discuss optimal system usage and ensure client satisfaction.

TECHNICAL SUPPORT

Your subscription to JustFOIA helps preserve your investment and extend the benefits of your original purchase by providing you access to the assistance needed. You have access to a toll-free line to call for technical support or submit tickets online through our support center. You receive the following benefits:

- Free software updates for your current solution
- Periodic user webinars
- Embedded system help files
- Technical bulletins and newsletters
- Email/Phone Support (see below)

MCCi provides technical support for all MCCi solutions. Technical Support is provided by email or telephone during business hours of 8:00 a.m. to 8:00 p.m. Eastern Time. The Client can designate several individuals to be technical support contacts. There is no limit on the number of technical support calls that can be made. Clients may contact MCCi support through the online support center, by email (support@mccinnovations.com), or by telephone (866-942-0464).

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JUSTFOIA PRICING

JustFOIA
3717 Apalachee Parkway, Suite 201
Tallahassee, FL 32311
850.701.0725
850.564.7496 fax

Complete and return to:
salesoperations@mccinnovations.com

To determine which services and products are included with your project, please refer to the Pricing Section below.

Quote Number: 17769

Product Description:	***Qty.***	***Unit Cost***	***Total***
JustFOIA ANNUAL SUBSCRIPTION			
☑ JustFOIA Subscription Single Department County Pricing Tier 3: Up to 1,000	1	$5,750.00	$5,750.00
☑ Redaction	1	$862.50	$862.50
☑ Training Center for JustFOIA	1	$862.50	$862.50
MCCi Annual Recurring Subscription Subtotal			***$7,475.00***
GRAND TOTAL - RECURRING ANNUAL SUBSCRIPTION			***$7,475.00***

For budgetary purposes, the Client should include $7,699.25 in annual budget for renewal of the items quoted above. Sales tax will be invoiced where applicable and is not included above.

Service Description:	***Qty.***	***Unit Cost***	***Total***
JustFOIA SERVICE PACKAGES			
☑ Standard Implementation *Detailed Project Plan, Up to 3 Business Processes, Security Configuration for Up to 50 Staff Members, Not to Exceed 6 Hours of Remote User and Administrative Training, 2 Remote Process Analysis Sessions, and Configuration of Up to 4 Email Template. Excludes Structured Workflow Configuration and Implementation.*	1	$4,440.00	$4,440.00
☑ Redaction Configuration and Training	1	$370.00	$370.00
Service Packages Subtotal			***$4,810.00***
GRAND TOTAL - ONE-TIME SERVICES			***$4,810.00***
☑ ***JustFOIA Competitive Replacement One-Time Promo Subscription & Services Discount*** *Promotion to provide no-cost early access to JustFOIA until the upcoming expiration date (9/30/2021) of annual subscription with current vendor, which will be the start date of the JustFOIA annual subscription term (overriding any other renewal date language herein. Promo Discount adjusts 1st Year JustFOIA Subscription to be 50% of the previous vendor's annual subscription cost. Client provided proof of current vendor cost to be: $7,105.00. Promo Discounts adjusts Standard Implementation Services and any services required to setup additional included JustFOIA modules, to be free of charge. Offer is valid through 3/31/2021.*	1		($8,732.50)
TOTAL PROJECT COST			***$3,552.50***

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Your JustFOIA service includes up to 500 GB of data storage. While a vast majority of our clients do not go over this allotted amount, we do charge a fee of $500 per 500 GB over the included amount of data storage. This fee is added to your yearly subscription.

PAYMENT & BILLING TERMS

Year	Amount Due
2020 (Subscription Term: Contract Date -09/30/2021)	$0
2021 (Subscription Term: 10/01/2021*-09/30/2022)	$3,552.50
2022 (Subscription Term: 10/01/2022-09/30/2023)	$7,699.25
2023 (Subscription Term: 10/01/2023-09/30/2024)	$7,930.23
Total Contract Value	$19,181.98

*10/01/2021 is the initial software subscription date

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TERMS AND CONDITIONS
MCCi, a Limited Liability Company, which is duly organized and existing under the laws of the State of Florida, hereinafter referred to as MCCi, hereby offers the JustFOIA solution according to the following terms and conditions.

JUSTFOIA SUBSCRIPTION
MCCi is the developer and hosting provider for JustFOIA. An active subscription is required to access the solution. The official subscription date is established on the date MCCi grants initial access to JustFOIA. Adjustments in annual subscription rates will not exceed 3%. All subscriptions are prepaid and non-refundable.

JUSTFOIA IS AVAILABLE "AS-IS"
Though we want to provide a great service, there are certain things about the service we cannot promise. For example, the services and software are provided "as is", at your own risk, without express or implied warranty or condition of any kind. We also disclaim any warranties of merchantability or fitness for a particular purpose. JustFOIA will have no responsibility for any harm to your computer system, loss or corruption of data, or other harm that results from your access to or use of the Services or Software. Some states do not allow the types of disclaimers in this paragraph, so they may not apply to you.

LIMITED LIABILITY
Notwithstanding anything in this Agreement to the contrary, MCCi's total liability to the client for any and all claims, damages, or liability arising out of or related in any way to this agreement or the products or services being provided by MCCi to Client shall be strictly limited to the project fees paid to MCCi by the Client for the preceding 12-month period immediately preceding the event giving rise to the claim by the Client, and shall also be limited to the fees paid to MCCi for the particular service/product that the Client's claim was caused by or arose out of.

Due to the intended use of JustFOIA being focused on "Open Records" Requests, MCCi assumes that only public and non-confidential data will be uploaded to the solution, and the full Terms of Use are accessible on the home page of the JustFOIA solution.

INDEMNIFICATION
MCCi shall indemnify, save and hold harmless the Client 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 MCCi, 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 MCCi, 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 Client or any of its officers, agents or employees. In the event any lawsuit or other proceeding is brought against Client by reason of any such claim, cause of action or demand, MCCi shall, upon written notice from Client, resist and defend such lawsuit or proceeding by counsel satisfactory to Client or, at Client's option, pay for an attorney selected by Client to defend Client. 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 Client, any sums due MCCi under this Agreement may be retained by Client until all of the Client'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 Client.

FORCE MAJEURE
Neither party shall be liable for any delay or failure in performance due to causes beyond its reasonable control.

CLIENT FINANCIAL SOLVENCY/BANKRUPTCY
MCCi may require payment in advance for products and services in response to learning of financial solvency or bankruptcy issues.

NO HIRE CLAUSE
Client and MCCi agree that during the period that this agreement is in force, including extensions or modifications thereto, and for an additional 12 months following this period, neither Client nor MCCi will actively recruit, or solicit employees or independent contractors of either company, or the employees of any of the other Subcontractors; who are on active payroll status and are currently participating in this Program, without the prior written approval of the party whose employee or independent contractor is being considered for employment. This does not prohibit any employee from responding to or pursuing employment opportunities through normal media channels, i.e. newspapers, professional journals, etc. so long as it is not related to this particular program and that it is not an attempt to avoid the intent of the above restriction.

If, during the term of, or within (12) months after the termination of the performance period of this agreement, client hires directly, or indirectly contracts with any of MCCi's personnel for the performance of systems engineering and/or related services hereunder, client agrees to pay MCCi 125% of the fees paid to, or in favor of such personnel for one (1) year after such personnel separates from service with MCCi.

TERMINATION
The services provided in this agreement will be in full force and effect as of the execution date of the agreement and for a period of three (3) years from the initial software/maintenance subscription date.

TERMINATION FOR BREACH
During the term of this Agreement, if either party breaches any material obligation of this Agreement and fails to remedy such breach within thirty (30) days of receipt of written notification of such breach, the other party may terminate this Agreement. In the event MCCi breaches any material obligation of this Agreement and fails to remedy such breach within thirty (30) days of receipt of written notification of such breach, Client will be responsible for compensating MCCi only for those Services satisfactorily completed up to the date of termination.

COUNTY FUNDS
The Client's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Board of County Commissioners. Additionally, in accordance with Section 216.347, Florida Statutes, and as provided herein, MCCi may not expend any Client funds for the purpose of lobbying the legislature, local, and state agencies.

USE OF BASECAMP
Through the course of this project, MCCi may choose to utilize the third-party service Basecamp (http://www.basecamp.com) for project management and team collaboration. Documentation and correspondence exchanged between MCCi and The Client may be stored in Basecamp. The Client acknowledges that Basecamp is responsible for secure storage of this documentation, and agrees that Basecamp's security guidelines located at https://basecamp.com/security are acceptable for the storage of The Client's data and correspondence exchanged with MCCi.

PROFESSIONAL SERVICES RESCHEDULING/CANCELLATIONS
Travel Expenses: If the client cancels or reschedules an installation after MCCi has made travel arrangements, travel expenses may be incurred due to circumstances such as non-refundable airline tickets, hotel reservations, rental cars, etc.
Site Preparation: The Client site should be ready for installation according to specifications outlined within the Hardware section. If site is not prepared and results in cancellation, delays, or rescheduling of an installation after MCCi has made travel arrangements, the client may incur expenses due to circumstances such as non-refundable airline tickets, training/install charges, hotel reservations, rental cars, etc. insofar as allowed by Florida law.
Project Delays: Requests made by the client to cancel/reschedule delivery of services will cause a delay in delivery of the services and the overall project. The client understands that MCCi will have to respect the timelines of other scheduled projects when rescheduling services due to a request made by the client.

OTHER CONTENT
The Services may contain links to third-party websites or resources. JustFOIA does not endorse and is not responsible or liable for third-party website availability, accuracy, the related content, products, or services. You are solely responsible for your use of any such websites or resources.

MCCi SOFTWARE CONFIGURATION SERVICES
The Client may elect to contract with MCCi to configure the software. The Client is responsible for testing all software configurations completed by MCCi. By acknowledging this testing requirement, the Client waives any and all liability to MCCi for any fees, damages, etc. that could be related to software configurations.

INSURANCE
During the term of the Agreement, MCCi, 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 MCCi. MCCi shall provide Client a certificate(s) of insurance, evidencing such coverage.

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Minimum Insurance Requirements: MCCi 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 MCCi, his agents, representatives, employees or subcontractors. The coverage's, limits or endorsements required herein protect the primary interests of Client, 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 MCCi against any loss exposures, whether as a result of the Project or otherwise. The requirements contained herein, as well as Client's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by MCCi under a contract.

Commercial General Liability: MCCi 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.

Cyber Liability: Coverage must be afforded in an amount not less than $25,000 per loss fornegligent retention of data as well as notification and related costs for actual or alleged breaches ofdata.

Other Insurance Provisions:

MCCi shall provide a Certificate of Insurance to Client 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.

The project's Bid number shall be noted on the certificate. ITB 19-000

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

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 Client, its officials, employees or volunteers.

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

For all policies of insurance: MCCi and its insurance carrier waive all subrogation rights against Client 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 Client 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.

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

It is MCCi's responsibility to insure that all subcontractors comply with these insurance requirements. MCCi 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.

All required insurance policies must be written with an insurance carrier having a minimum A.M. Best rating of A-.

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

PUBLIC RECORDS

MCCi will keep and maintain public records required by the Client to perform the service. Upon request from the Client's custodian of public records, MCCi will provide the Client 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. MCCi 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 MCCi does not transfer the records to the Client. Upon completion of the Agreement, MCCi will transfer, at no cost, to the Client all public records in possession of the MCCi or keep and maintain public records required by Client to perform the service. If MCCi transfers all public records to Client upon completion of the Agreement, MCCi shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If MCCi keeps and maintains public records upon completion of the Agreement, MCCi shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Client, upon request from the Client's custodian of public records, in a format that is compatible with the information technology system of the Client. If MCCi does not comply with the Client's request for public records, the Client shall enforce the provisions of the Agreement in accordance with the terms of the Agreement and may cancel the Agreement.

IF MCCI HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO MCCI'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.

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Submitted by: **MCCi, LLC**

Date: April 13, 2021

By: E-SIGNED by Donny Barstow on 2021-04-13 08:43:40 GMT

(Signature)

Donny Barstow President & CEO

(Printed Name & Title)

Noted Items Accepted by: **CITRUS COUNTY, FLORIDA**

Date: _____

By: _____

(Signature)

Scott Carnahan, Chairman

(Printed Name & Title)

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Board of County Commissioners
Executive Office

110 N. Apopka Ave., New Courthouse, Inverness, Florida 34450
(352) 341-6560 • Toll Free From Citrus Springs/Dunnellon • (352) 489-2120
Fax (352) 341-6584 • Website: www.bocc.citrus.fl.us

Our Vision

"We are a user-friendly and common sense organization dedicated to responsive citizen services."

May 25, 2021

William Repole, COO
WebQA, Inc
900 S. Frontage Road, Ste 110
Woodridge, Illinois 60517

REF: Notice of Termination: Public Records Portal Service-GovQA FOIA

Dear Mr. Repole,

The current term of the Services Agreement between Citrus County and GovQA ends on September 30, 2021. The County will not be extending the Agreement for another term. Therefore, in accordance with the termination provisions of the Services Agreement, we are providing you notice that the County will terminate the Agreement on September 30, 2021.

Sincerely,

Scott Carnahan
Chairman, Board of County Commissioners

Scott E. Carnahan, Chairman, District 4; Ronald Kitchen Jr., 1st Vice Chairman, District 2; Ruthie Davis Schlabach, 2nd Vice Chair, District 3; Commissioner Jeff Kinnard, District 1; Commissioner Holly Davis, District 5.

Attachment: 5-25-21 Agenda Docs-Termination Letter (12837 : AGR 21-028 JustFOIA Records Request Solution for System Management; MCCI,

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	Budget Transfers
AGENDA DATE:	**June 08, 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.

Housing Services (4) - Allocate funds to cover line item overages.

Land Development - Allocate funds for the purchase of a tv / monitor for the Land Development Director to review site plans submitted electronically.

Community Services - Allocate funds for Virtual American Alliance of Museums Annual meeting and Museum Expo.

Solid Waste - Re-appropriate funds for the lease payments of the Compactor and Bulldozer to be in compliance with the State of Florida, Uniform Chart of Accounts.

Utilities - Allocate funds into the proper account to be in compliance with the State of Florida, Uniform Chart of Accounts.

Capital Improvement Program - Allocate funds for the Oak Park Bike Path and replacement of Public Works heavy equipment.

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 Housing Services (4), Land Development, Community Services, Solid Waste, Utilities and Capital Improvement Program for fiscal year 2020-21.

Citrus County Board of County Commissioners
Budget Transfer Form

June 8, 2021 — **Date**

001 — **Fund Number**

HOUSING SERVICES — **Fund Title**

Dept/Office/Division: COMMUNITY SERVICES/HOUSING SERVICES

Department Number	Account Number	From Amount	To Amount	Account Title
2113	55500	285		TRAINING
2113	54201	60		POSTAGE
2113	54000		345	TRAVEL & PER DIEM

Detailed Reason for Transfer:

Reallocate Admin Expenses to cover line item overages

Division Approval: Amy Harris — Date: 5/12/21

Department/Office Approval: Marcelle Rodney — Date: 5/12/21

Management & Budget Approval: Cpcott — Date: 5·13·2021

Board Approval:

Attachment: BT060821 (12919 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

June 8, 2021 — **Date**

3110 — **Fund Number**

GENERAL FUND CARES — **Fund Title**

Dept/Office/Division: COMMUNITY SERVICES/HOUSING SERVICES

Department Number	Account Number	From Amount	To Amount	Account Title
3110	54630	942		EMERGENCY REPAIRS
3110	54918		942	HOUSING ASSISTANCE PYMTS

Detailed Reason for Transfer:

Reallocate Emergency Repair expenditure to assist one client to expend the grant

Division Approval: Tracy Harris — Date: 5/12/21

Department/Office Approval: Marcella Rodney — Date: 5/12/21

Management & Budget Approval: C Pratt — Date: 5·12·2021

Board Approval:

Attachment: BT060821 (12919 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

June 8, 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	51200	149		REGULAR SALARIES & WAGES
5746X	53100		90	PROFESSIONAL SERVICES
5746X	54921		59	ADVERTISING

Detailed Reason for Transfer:

Reallocate Admin Expenses to cover line item overages

Division Approval: [signature] Date: 5/12/21

Department/Office Approval: [signature] Date: 5/12/21

Management & Budget Approval: [signature] Date: 5.13.2021

Board Approval:

Attachment: BT060821 (12919 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

June 8, 2021 — Date

133U — Fund Number

SHIP — Fund Title

Dept/Office/Division: COMMUNITY SERVICES/HOUSING SERVICES

Department Number	Account Number	From Amount	To Amount	Account Title
5304U	55500	1,025		TRAINING
5304U	52200		14	RETIREMENT CONTRIBUTIONS
5304U	53100		10	PROFESSIONAL SERVICES
5304U	54100		40	COMMUNICATIONS SERVICES
5304U	54615		122	SOFTWARE MAINT/SUPPORT
5304U	55100		204	OFFICE SUPPLIES
5304U	55120		279	OFFICE/NON-CAP EQUIPMENT
5304U	55270		156	COMPUTER ACCESSORIES
5304U	55400		200	DUES BKS SUBSCR MEM PUBL

Detailed Reason for Transfer:

Reallocate Admin Expenses to cover line item overages

Division Approval: Tammy Harris — Date: 5/7/21

Department/Office Approval: Eric [illegible] — Date: 5/7/21

Management & Budget Approval: [illegible] — Date: 5.12.2021

Board Approval:

Attachment: BT060821 (12919 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

May 6, 2021 — **Date**

001 — **Fund Number**

General Fund — **Fund Title**

Dept/Office/Division: Growth Management/Land Development

Department Number	Account Number	From Amount	To Amount	Account Title
2781	55100	250		Office Supplies
2781	55270		250	Computer Accessories

Detailed Reason for Transfer:

The Land Development Division is needing to purchase an additional 40" tv/monitor for the Land Development Director to review site plans that are submitted electronically.

Division Approval: Date: 5/6/21

Department/Office Approval: Date: 5/6/21

Management & Budget Approval: Date: 5.6.2021

Board Approval:

Attachment: BT060821 (12919 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

May 5, 2021 — Date

001 — Fund Number

General Fund — Fund Title

Dept/Office/Division: Community Services Administration

Department Number	Account Number	From Amount	To Amount	Account Title
5225	54000	235		TRAVEL & PER DIEM
5225	55900		235	TRAINING

Detailed Reason for Transfer:

To budget for Virtual American Alliance of Museums Annual Meeting and Mueum Expo.

Division Approval: Tapsie M. Cabrella — Date: 5/11/21

Department/Office Approval: Maureen Rodney — Date: 5/12/2021

Management & Budget Approval: cpcote — Date: 5.12.2021

Board Approval:

BOARD DATE 6/8/21

Attachment: BT060821 (12919 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

May 11,2021	401	Landfill, CIP
Date	**Fund Number**	**Fund Title**

Dept/Office/Division: Public Works/Solid Waste Management

Department Number	Account Number	From Amount	To Amount	Account Title
5215	57100	90,352		Principal
5215	57200	1,000		Interest
5215	56400	100		Machinery & Equipment
5215	54400		91,452	Rentals & Leases

Detailed Reason for Transfer:

These reallocated funds are being transferred to cover the lease payments for the Compactor and Bulldozer for FY 2020/21

Division Approval: [signature] Date: 5/11/202

Department/Office Approval: [signature] Date: 5/14/21

Management & Budget Approval: cpcott Date: 5.20.202

Board Approval:

Attachment: BT060821 (12919 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

May 19, 2021 — Date

450 — Fund Number

Operating Fund — Fund Title

Dept/Office/Division: Citrus County Utilities

Department Number	Account Number	From Amount	To Amount	Account Title
9000	59100	7,377		Transfers
9000	58200		7,377	Aid to Private Organizations

Detailed Reason for Transfer:

JV 1729 was adjusted to hit acct # 9000-58200 instead of the Transfers account 59100. Therefore, previous budget transfer must be moved to cover the shortfall in 58200. This was all due to operating paying Citrus Springs Unit 24 (Fund 680), interest on Connection Fees per developer agreement requirement assumed with FGUA takeover.

Division Approval: Bernadine Flood-Nichols Date: 05/20/21

Department/Office Approval: Date: 5/20/21

Management & Budget Approval: cpcott Date: 5-20-2021

Board Approval:

Attachment: BT060821 (12919 : Budget Transfers)

Citrus County Board of County Commissioners
Budget Transfer Form

May 20, 2021 — **Date**

001 — **Fund Number**

General Fund — **Fund Title**

Dept/Office/Division: Capital Improvement Program

Department Number	Account Number	From Amount	To Amount	Account Title
9999	61000	780,000		Reserve Cash Forward
2140	56300		50,000	Improvements other than Buildings
2140	56400		730,000	Machinery & Eequipment

Detailed Reason for Transfer:

This budget transfer will allocate funds for the Oak Park Bike Path and replacement of heavy equipment #20192 2004 Wheel Loader, #20247 2005 Excavator and #20270 2006 Grader as discussed at the April 27, 2021 meeting.

Division Approval: *Prepared by Management & Budget* Date: 05/20/2021

Department/Office Approval: *Prepared by Management & Budget* Date: 05/20/2021

Management & Budget Approval: cpscott Date: 5.20.20

Board Approval:

Attachment: BT060821 (12919 : Budget Transfers)

AGENDA MEMORANDUM

FROM:	Colleen Scott, Management & Budget Director
SUBJECT:	Budget Resolution
AGENDA DATE:	**June 08, 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 - Neighborhood Stabilization Program (NSP 3), State Housing Initiative Partnership (SHIP) and Alzheimer's Disease Initiative (ADI) grant budgets.

Adopt - State Aid to Libraries grant budget.

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 adopting/amending Neighborhood Stabilization Program, State Housing Initiative Partnership, Alzheimer's Disease Initiative and State Aid to Libraries 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 8th day of June 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: 06-08-21res (12920 : 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: June 8, 2021

SUBJECT: Budget Amendment

The attached budget amendment appropriates funding necessary for the following:

1. Amend the Neighborhood Stabilization Program (NSP 3) 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.

2. Amend State Housing Initiative Partnership (SHIP) grant budget recording income and interest funds to be appropriated into the proper accounts to coincide with actual grant expenditures.

3. Adopt State Aid to Libraries grant budget providing funds for books and publications as approved by the Board of County Commissioners on January 5, 2021.

4. Amend Alzheimer's Disease Initiative (ADI) YR3 grant budget for the increase in funding from Amendment #2 that was approved and executed by the Board of County Commissioners on May 5, 2021.

Attachment: 06-08-21res (12920 : Budget Resolution)

Exhibit A

030E NSP PROG 3

Amendment #		Account Number	Account Description	Amount
1	Revenues	030E-369985	SALE OF NSP HOMES	$12,641
			Total Revenues	$12,641
1	Expenditures	030E-5746EP-53400	OTHER CONTRACTUAL SERV	$6,320
		030E-5746EP-59935	NEIGH STABL-DISPO EXP	$6,321
			Total Expenditures	$12,641

133W SHIP

Amendment #		Account Number	Account Description	Amount
2	Revenues	133W-337550	SHIP RECYCLED/PROG INCOME	$10,000
		133W-361200	MONEY MKT & LGIP INTEREST	$14
			Total Revenues	$10,014
2	Expenditures	133W-5304W-51200	REGULAR SALARIES & WAGES	$500
		133W-5304W-53400	OTHER CONTRACTUAL SERV	$9,514
			Total Expenditures	$10,014

131H STATE AID TO LIBRARIES

Amendment #		Account Number	Account Description	Amount
3	Revenues	131H-334710	AID TO LIBRARIES	$45,719
			Total Revenues	$45,719
3	Expenditures	131H-6212H-56600	LIBRARY BOOKS-PUBLICATION	$45,719
			Total Expenditures	$45,719

185W ALZHEIMERS DISEASE INIT

Amendment #		Account Number	Account Description	Amount
4	Revenues	185W-334691	OTHER HS GRANTS - STATE	$99
			Total Revenues	$99
4	Expenditures	185W-5358WHD-53486	CONTR SERV - MEALS	$1,000
		185W-5358WHD-54005	TRAVEL - VOLUNTEER	$2,500
		185W-5358WHM-53483	CONTR SERV - HOMEMAKER	$500
		185W-5358WPC-53484	CONTR SERV - PERSNL CARE	$500
		185W-5358WRE-53485	CONTR SERV - RESPITE CARE	($4,401)
			Total Expenditures	$99

Attachment: 06-08-21res (12920 : Budget Resolution)

AGENDA MEMORANDUM

FROM:	Ken Cheek, Director, Water Resources Department
SUBJECT:	CR39 to River Bluff release of retainage
AGENDA DATE:	**June 08, 2021**

BRIEF OVERVIEW:

On July 14, 2020 Citrus County and Hartman Civil Construction, Inc. entered into a construction Agreement, ITB 20-040, for the project known as U2019-08 CR39 to River Bluff Water Main Extension in the amount of $372,020.00. This project consists of the installation of approximately 2,135 linear feet (LF) of 12-inch water main, 1,426 LF of 16-inch water main along with services, fire hydrants, valves and Right of Way (ROW) restoration. The contractor, Hartman Civil Construction Company, Inc., has completed the CR39 to River Bluff Water Main Project. The Project Manager confirms that the project has been successfully completed to satisfaction and requests that the Board approve the project and release of retainage to the contractor.

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Accept the completed CR39 to River Bluff Water Main Project and approve the release of retainage in the amount of $33,658.40 to Hartman Civil Construction Company, Inc.

APPLICATION AND CERTIFICATE FOR PAYMENT

TO CONTRACTOR:
Citrus County B.O.C.C.
3600 W. Sovereign, Suite 266
Lecanto, FL 34461

FROM SUB-CONTRACTOR:
Hartman Civil Construction Co., Inc.
9200 SW HWY 484
Ocala, FL 34481

PROJECT:
Route 39 To River Bluffs Watermain

PROJECT MANAGER:
Leonard Brown

APPLICATION #: 4
PERIOD TO: 3/31/2021
PROJECT NOS: ITB 20-040
PURCHASE ORDER NO. 81759
CONTRACT DATE: 7/14/2020

Distribution to:
- [ ] Owner
- [X] Proj. Mgr
- [ ] Architect
- [ ] Contractor
- [ ]

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM----------	$	372,020.00
2. Net change by Change Orders----------$	$	
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	$	372,020.00 ✓
4. TOTAL COMPLETED & STORED TO DATE-$ (Column G on Continuation Sheet)		336,584.00 ✓
5. RETAINAGE:		
a. _____ of Completed Work	$	0.00
b. _____ of Stored Material	$	
Total Retainage Line (5a + 5b)	$	0.00
6. TOTAL EARNED LESS RETAINAGE---------- (Line 4 less Line 5 Total)	$	336,584.00 ✓
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)----------$	$	302,925.60 ✓
8. CURRENT PAYMENT DUE----------(	$	33,658.40 ✓
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

CONTRACTOR:

By: _____ Date: 4/26/21
President

State of: Florida
County of: Citrus

Subscribed and sworn to before me this 26 day of April 2021

Notary Public State of Florida
Dianne L Hunter
My Commission GG 955615
Expires 02/05/2024

Notary Public: Dianne L Hunter
My Commission expires: 02-05-2024

CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ---------- $ 33,658.40

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

PROJECT MANAGER: By:

By: _____ Date: 4/27/21

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

RECEIVED
By Leonard Brown at 4:07 pm, Apr 26, 2021

PAY APP #4 RELEASE OF RETAINAGE
ACC# 451-205014 $33,658.40

TOTAL DUE $33,658.40

Attachment: Rt 39 Pay Req 4 Retainage TB MH noted (12904 : CR39 to River Bluff release of retainage)

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT
CONTRACTOR: HARTMAN CIVIL CONSTRUCTION COMPANY, INC.
PROJECT NAME: ROUTE 39 TO RIVER BLUFFS WATERMAIN

APPLICATION NUMBER: 4
APPLICATION DATE: 3/31/2021
PERIOD ENDING: 3/31/2021

A	B		C			D		E		F	G	L	H	I	J	K
						PREVIOUS APPLICATIONS		WORK COMPLETED THIS APPLICATION								
ITEM NO.	DESCRIPTION OF ITEM	UNIT OF MEAS	SCHEDULED VALUE	CONTRACT QUANTITY	UNIT COST	PREVIOUS PAID	PREVIOUS QUANTITY	THIS PERIOD	QUANTITY	STORED MATERIALS	TOTAL COMPLETED AND STORED TO DATE (D + E + F)	QUANTITY COMPLETE TO DATE (+)	PERCENT COMPLETE (G /)	BALANCE TO FINISH (- G)	RETAINAGE 10.00%	BALANC FINIS PLUS RETAIN. (I + J
1	6" PVC WATER MAIN (INCLUDING FITTINGS)	LF	480.00	16.00	30.00	480.00	16.00	-		-	480.00	16.00	100	-	48.00	
2	8" PVC WATER MAIN (INCLUDING FITTINGS)	LF	15,920.00	796.00	20.00	15,920.00	796.00	-		-	15,920.00	796.00	100	-	1,592.00	1,5
3	12" PVC WATER MAIN (INCLUDING FITTINGS)	LF	59,780.00	2,135.00	28.00	59,780.00	2135.00	-		-	59,780.00	2,135.00	100	-	5,978.00	5,5
4	16" DIP WATER MAIN (INCLUDING FITTINGS)	LF	96,968.00	1,426.00	68	96,968.00	1426.00	-		-	96,968.00	1,426.00	100	-	9,696.80	9,6
5	10" HDPE DIRECTIONAL DRILL	LF	5,200.00	52.00	100.00	5,200.00	52.00	-		-	5,200.00	52.00	100	-	520.00	5
6	2" GATE VALVE	EA	700.00	1.00	700.00	700.00	1.00	-		-	700.00	1.00	100	-	70.00	
7	6" GATE VALVE	EA	950.00	1.00	950.00	950.00	1.00	-		-	950.00	1.00	100	-	95.00	
8	8" GATE VALVE	EA	2,700.00	2.00	1,350	2,700.00	2.00	-		-	2,700.00	2.00	100	-	270.00	2
9	12" GATE VALVE	EA	9,400.00	4.00	2,350	9,400.00	4.00	-		-	9,400.00	4.00	100	-	940.00	9
10	16" GATE VALVE	EA	14,400.00	3.00	4,800	14,400.00	3.00	-		-	14,400.00	3.00	100	-	1,440.00	1,4
11	AIR RELEASE VALVE	EA	12,000.00	4.00	3,000.00	12,000.00	4.00	-		-	12,000.00	4.00	100	-	1,200.00	1,2
12	FIRE HYDRANT ASSEMBLY	EA	16,800.00	4.00	4,200.00	16,800.00	4.00	-		-	16,800.00	4.00	100	-	1,680.00	1,6
13	BACTERIOLOGICAL SAMPLE POINTS	EA	2,800.00	4.00	700.00	2,800.00	4.00	-		-	2,800.00	4.00	100	-	280.00	2
1	SINGLE SERVICES	EA	3,600.00	4.00	900.00	3,600.00	4.00	-		-	3,600.00	4.00	100	-	360.00	3
15	DOUBLE SERVICES	EA	1,300.00	1.00	1,300.00	1,300.00	1.00	-		-	1,300.00	1.00	100	-	130.00	1
16	6" WET TAP ASSEMBLY WITH REDUCER	EA	2,500.00	1.00	2,500.00	2,500.00	1.00	-		-	2,500.00	1.00	100	-	250.00	2
17	8" WET TAP ASSEMBLY	EA	3,300.00	1.00	3,300.00	3,300.00	1.00	-		-	3,300.00	1.00	100	-	330.00	3
18	16" WET TAP ASSEMBLY	EA	11,500.00	1.00	11,500.00	11,500.00	1.00	-		-	11,500.00	1.00	100	-	1,150.00	1,1
19	DRIVEWAY RESTORATION - ASPHALT	EA	4,500.00	3.00	1,500.00	3,000.00	2.00	-		-	3,000.00	2.00	67	1,500.00	300.00	1,8
20	EROSION CONTROL	LS	3,500.00	1.00	3,500.00	3,500.00	1.00	-		-	3,500.00	1.00	100	-	350.00	3
21	SEED & MULCH (NOT ROW)	LF	2,852.00	1,426.00	2.00	2,852.00	1426.00	-		-	2,852.00	1,426.00	100	-	285.20	2
22	SOD (ROW)	LF	14,655.00	2,931.00	5	14,655.00	2931.00	-		-	14,655.00	2,931.00	100	-	1,465.50	1,4
23	TESTING	LS	5,000.00	1.00	5,000.00	5,000.00	1.00	-		-	5,000.00	1.00	100	-	500.00	5
24	MOBILIZATION	LS	4,500.00	1.00	4,500.00	4,500.00	1.00	-		-	4,500.00	1.00	100	-	450.00	4
25	CONSTRUCTION STAKEOUT	LS	5,500.00	1.00	5,500	5,500.00	1.00	-		-	5,500.00	1.00	100	-	550.00	5
26	CERTIFIED ASBUILTS	LS	2,700.00	1.00	2,700.00	2,700.00	1.00	-		-	2,700.00	1.00	100	-	270.00	2
27	NPDES PERMITTING	LS	500.00	1.00	500.00	500.00	1.00	-		-	500.00	1.00	100	-	50.00	
28	GOPHER TORTOISE SURVEY & PERMIT	LS	2,500.00	1.00	2,500.00	2,500.00	1.00	-		-	2,500.00	1.00	100	-	250.00	2
29	GOPHER TORTOISE RELOCATION	LS	6,500.00	1.00	6,500.00	6,500.00	1.00	-		-	6,500.00	1.00	100	-	650.00	6
30	MAINTENANCE OF TRAFFIC	LS	6,515.00	1.00	6,515.00	6,515.00	1.00	-		-	6,515.00	1.00	100	-	651.50	6
31	CONTINGENCY	LS	33,936.00	1.00	33,936.00	-		-		-	-	-	-	33,936.00	-	33,9
32	PERFORMANCE AND PAYMENT BONDS	LS	7,500.00	1.00	7,500.00	7,500.00	1.00	-		-	7,500.00	1.00	100	-	750.00	7
	SUB TOTAL - BASE BID		360,956.00			325,520.00		-		-	325,520.00		90.18	35,436.00	32,552.00	67,9
	CONTINGENCY/CHANGE ORDERS															
CAA NO. 1	16" X 20" WET TAP ASSEMBLY SLEEVE	LS	4,489.00	1.00	4,489.00	4,489.00	1.00	-		-	4,489.00	1.00	100	-	448.90	4
CAA NO. 2	CONCRETE DITCH REMOVAL	SF	5,000.00	2,000.00	2.50	5,000.00	2000.00	-		-	5,000.00	2,000.00	100	-	500.00	5
CAA NO. 2	ADDITIONAL BAHIA SOD	SY	1,575.00	450.00	3.50	1,575.00	450.00	-		-	1,575.00	450.00	100	-	157.50	1
	SUB TOTAL - CONTINGENCY/CHANGE ORDERS		11,064.00			-		-		-	11,064.00		100.00	-	1,106.40	1,1
	TOTAL BID		372,020.00			336,584.00		-		-	336,584.00		90.47	35,436.00	33,658.40	69,0

Attachment: Rt 39 Pay Req 4 Retainage TB MH noted (12904 : CR39 to River Bluff release of retainage)

Good morning Leonard.

As requested I reviewed the PO 81759 activity for Hartman Civil Construction for the CR 39 to River Bluff Water Main Ext U2019-08 project.

According to Pentamation, $336,584.00 has been expensed from the purchase order, $302,925.60 has been paid to the vendor, and $33,658.40 is being held in retainage. Please note that these figures include invoice #3 that is set to be paid to the vendor on the 5/20/21 accounts payable check run.

Please let me know if you have any questions or need anything further regarding this.

Thank You.

Cherice Parrish

Cherice Parrish
Professional II Accounting Deputy Clerk
Citrus County Clerk of the Circuit Court and Comptroller
(W) (352) 341-6479
110 N Apopka Avenue
Inverness, Florida 34450
Visit us at www.citrusclerk.org

Attachment: CR39 Confirmation of Figures 5 04 2021 (12904 : CR39 to River Bluff release of retainage)

CONSENT OF SURETY
TO FINAL PAYMENT
AIA G707 Document

Bond No. SUR0056903

PROJECT: CR 39 to River Bluffs Water Main Extension Project, City County, FL
(Name, Address)

ARCHITECT'S PROJECT NO: ITB 20-040

TO: (Owner)
Citrus County Board of County Commissioners
3600 W. Sovereign Path
Lecanto, FL 34461

CONTRACT FOR: Construction
CONTRACT DATE: 7/14/2020

Contractor: Hartman Civil Construction Company, Inc.

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (type the name of the surety)

Argonaut Insurance Company, SURETY,

on bond of (type the name of the Contractor)

Hartman Civil Construction Company, Inc., CONTRACTOR,

hereby approves the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety Company of any of its obligations to (type Owner's name)

Citrus County Board of County Commissioners, OWNER

as set forth in the said Surety's bond.

IN WITNESS WHEREOF,
The Surety has hereunto set its hand this 6th day of May, 2021.

Witness: Wenona Scott

Argonaut Insurance Company
(Surety)

BY: _____
Benjamin H. French, Attorney-In-Fact
& FL Licensed Resident Agent

SEAL 1048

Attachment: Rt 39 Hartman Final Consent of Surety (12904 : CR39 to River Bluff release of retainage)

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606
United States Postal Service: P.O. Box 469011, San Antonio, TX 78246

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

L Dale Waldorff, K Wayne Walker, Pamela L Jarman, Benjamin H French, Paul A Locascio, Rebekah G Wolf

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

$50,000,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 8th day of May, 2017.

Argonaut Insurance Company

by: _____

Joshua C. Betz, Senior Vice President

STATE OF TEXAS
COUNTY OF HARRIS SS:

On this 8th day of May, 2017 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.

KATHLEEN M. MEEKS
Notary Public, State of Texas
Comm. Expires 07-15-2021
Notary ID 557802-8

_____
(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 6th day of May, 2021

_____

James Bluzard, Vice President-Surety

THIS DOCUMENT IS NOT VALID UNLESS THE WORDS ARGO POWER OF ATTORNEY ARE IN BLUE. IF YOU HAVE QUESTIONS ON AUTHENTICITY OF THIS DOCUMENT CALL (210) 321 - 8400.

ARGO POWER OF ATTORNEY

Attachment: Rt 39 Hartman Final Consent of Surety (12904 : CR39 to River Bluff release of retainage)

Board of County Commissioners
DEPARTMENT OF WATER RESOURCES
3600 W. Sovereign Path, Suite 291
Lecanto, Florida 34461
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: Nicole Heatley, Financial Services Accounting Clerk

Through: Christina Malmberg, PE. Water Resources Planning & Engineering Division Director

From: Leonard Brown, Water Resources Project Manager

Date: May 3, 2021

Re: **Request for Release of Retainage to Hartman Civil Construction Co., Inc.**

The Department of Water Resources, Utilities Planning and Engineering Division is requesting the release of retainage funds to Hartman Civil Construction Co., Inc. in the amount of $33,658.40, (Thirty ThreeThousand Six hundred Fifty Eight dollars and Forty cents). On July 14, 2020 BOCC approved an agreement between Citrus County and Hartman Civil Construction Co., Inc. for the construction of approximately 2,135 linear feet (LF) of 12-inch water main, 1,426 LF of 16-inch water main along with services, fire hydrants, valves and Right of Way (ROW) restoration along CR #39.

The project ITB 20-040 / CIP Project U2019-08 has been satisfactorily completed and has been accepted by Citrus County Utilities Division. Substantial completion was achieved on April 15, 2021.

Thank you in advance for your Consideration of this request.

_____

Leonard Brown, Water Resources Planning & Engineering Project Manager

Attachment: CR39 Release of retainage Hartman Civil (12904 : CR39 to River Bluff release of retainage)

AGENDA MEMORANDUM

FROM:	Randall Olney, Public Works Director
SUBJECT:	Proposed Montezuma Waters Sewer Project Assessment Area - DVR
AGENDA DATE:	**June 08, 2021**

BRIEF OVERVIEW:

Property owners of contiguous lots desire to surrender future development rights and reduce their assessment units for the subject project pursuant to Administrative Regulation 11.10-1, Permanent Reassignment of Development Rights for Residential Properties Within Municipal Service Benefit Units for Installation of Water and Wastewater Systems. Frank L. DeSantis & Melissa A. DeSantis, property owner of Lots 40 & 41, of Montezuma Waters Mobile Homes Estate First Addition, have entered into an agreement to reassign the development rights as described in "Exhibit B" of the Permanent Reassignment of Development Rights Agreement, DVR 2021-001. This agreement will assist and provide financial relief to the property owner for the Proposed Montezuma Waters Sewer Project Assessment Area.

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. Approve and authorize the Chairman to execute the Permanent Reassignment of Development Rights Agreement for residential properties within the proposed Montezuma Waters Sewer Project Assessment Area for Frank L. DeSantis & Melissa A. DeSantis, DVR 2021-001.

b. Authorize the Clerk to attest and record in Public Records of Citrus County, Florida.

Legend

Parent Parcel

DVR Parcel

Frank L. & Melissa A. DeSantis AK3520258
DVR 2021-001
19-18S-17E
Proposed Montezuma Waters Sewer Project
Assessment Area

Geographic Information Systems

Prepared By : R.W. Voak

Date: April 21, 2021

Source: Enterprise Geodatabase

Map Number: BV000801

Cynthia P. Skelhorn
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 distribution of these materials.

Attachment: 9b Supporting Documents (12883 : Proposed Montezuma Waters Sewer Project Assessment Area - DVR)

FOR RECORDING PURPOSES ONLY

DVR NUMBER 2021-001 **ALTERNATE KEY # 3520258**

PERMANENT REASSIGNMENT OF DEVELOPMENT RIGHTS AGREEMENT

THIS AGREEMENT entered into this _____ day of _____, 2021, by and between Frank L & Melissa A DeSantis, whose mailing address is 4188 CR 104, Oxford, FL 34484, hereinafter referred to as "Property Owner" and CITRUS COUNTY, FLORIDA, a political subdivision of the State of Florida, whose mailing address is 3600 West Sovereign Path, Room 205, Lecanto, Florida 34461, hereinafter referred to as "County."

WITNESSETH:

WHEREAS, the County is in the process of preparing an assessment roll covering the cost of improvements and connection fees attributable to property owner's within a Municipal Service Benefit Unit (MSBU) service area, and

WHEREAS, the Property Owner owns certain lot(s) within a plat which has future development potential, but for which the Property Owner does not wish to receive any additional benefit from the special assessment because there is no interest in pursuing future development, and

WHEREAS, the Property Owner owns certain contiguous lot(s) for which (s)he is willing to permanently surrender the development potential so as to be recognized from hence forward as a single assessment unit, and

WHEREAS, the parties hereto wish to execute this agreement to permanently reassign the future development rights from the Property Owner to the County to effectuate recognition of the property as a single assessment unit on the MSBU assessment roll.

Revised Form effective August 1, 2005

Attachment: 9b Supporting Documents (12883 : Proposed Montezuma Waters Sewer Project Assessment Area - DVR)

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

1. The County does hereby eliminate the imposition of any special assessment beyond a single assessment unit for utility improvements on the lands described in Exhibit "A".

2. The Property Owner shall permanently assign the development rights to the County for each of the lots described in Exhibit "B".

3. This agreement shall be recorded within the County records and shall constitute a permanent assignment of the development rights on the lot(s) described in Exhibit "B" to the County.

4. This shall not effect the existence of current structures, or the Property Owner's ability to permit accessory structures or uses on land described in Exhibit "A".

5. In the event any part of this Agreement is found invalid or unenforceable by any court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

6. Any legal action brought relating to the interpretation and/or performance of this Agreement shall be brought in the Circuit Court of the 5th Judicial Circuit in and for Citrus County, Florida.

7. This Agreement contains the full understanding of the parties, and no modifications may be made hereto except in writing signed by both parties.

NOTE: THE APPLICATION SHOULD LIST ONLY THOSE LOTS WHICH ARE INTENDED TO BE COVERED UNDER THIS AGREEMENT. OTHER LOTS WHICH YOU OWN OR CONTROL THAT ARE INTENDED FOR DEVELOPMENT BY RIGHT SHOULD NOT BE INCLUDED.

Attachment: 9b Supporting Documents (12883 : Proposed Montezuma Waters Sewer Project Assessment Area - DVR)

COUNTY

ATTEST:

Angela Vick, Clerk

CITRUS COUNTY, FLORIDA, a political Subdivision of the State of Florida

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

APPROVED FOR THE RELIANCE OF CITRUS COUNTY ONLY:

Denise A. Dymond Lyn, County Attorney

PROPERTY OWNER

WITNESS
Printed Name: Shawn Kiernan

By: Frank L. DeSantis
Frank L. DeSantis

WITNESS
Printed Name: Blake Farris

By: Melissa A. DeSantis
Melissa A. DeSantis

STATE OF Florida)
COUNTY OF Sumter)

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 5 day of May, 2021, by Frank + Melissa DeSantis, who is personally known to me or who produced _____ as identification.

SHAWN KIERNAN
MY COMMISSION # GG 264268
EXPIRES: February 2, 2023
Bonded Thru Notary Public Underwriters

Notary Public-State of
Printed Name: Shawn Kiernan
Commission No. GG 264268
Expiration Date: 2/2/2023

Attachment: 9b Supporting Documents (12883 : Proposed Montezuma Waters Sewer Project Assessment Area - DVR)

EXHIBIT A

Lots 40 and 41 of MONTEZUMA WATERS MOBILE HOMES ESTATES FIRST ADDITION, according to the plat thereof as recorded in Plat Book 9, Page 1, Public Records of Citrus County, Florida

Attachment: 9b Supporting Documents (12883 : Proposed Montezuma Waters Sewer Project Assessment Area - DVR)

EXHIBIT "B"

Lots 41 of MONTEZUMA WATERS MOBILE HOMES ESTATES FIRST ADDITION, according to the plat thereof as recorded in Plat Book 9, Page 1, Public Records of Citrus County, Florida

Attachment: 9b Supporting Documents (12883 : Proposed Montezuma Waters Sewer Project Assessment Area - DVR)

AGENDA MEMORANDUM

FROM:	Craig Stevens, Fire Chief
SUBJECT:	Nature Coast EMS and Florida Department of Health Ambu Bus Motor Replacement
AGENDA DATE:	**June 08, 2021**

BRIEF OVERVIEW:

Fire Rescue recommends the Board of County Commissioners give approval for Nature Coast EMS to utilize CARES funding to pay half the cost for a new motor for the Ambu Bus, 2000 International DT466E Diamond Logic Controller 6 CYL. The other half will be funded by the Florida Department of Health. The total cost is $9,172.02.

Nature Coast EMS and Florida Department of Health utilize the Ambu Bus as a multi patient ambulance. It is used for emergency medical care on mass casualty incidents, mass evacuations, rehabilitation of first responders, and major incidents and events with potential injuries.

Fire Rescue would ask the Board of County Commissioners to approve the purchase of a new motor funded 1/2 by Nature Coast EMS with CARES funding and 1/2 by the Florida Department of Health.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
2100H-58200	AID TO PRIVATE ORG	$5,960,260	$4,642,650	$0	$1,317,610

Available balance prior to approval of item

RECOMMENDED ACTION:

Approve and authorize Nature Coast EMS, with CARES funding, and the Florida Department of Health to split the cost to purchase a 2000 International 3000 Series - 3800 International DT466E Diamond Logic Controller 6 CYL motor for $9,172.02.

E.6.a

CITRUS CO. INFRAME

Apr 27, 2021 5:16 PM

Home:
Mobile:
Work:
Email:

YMMS: 2000 International 3000 Series - 3800
Engine: International DT466E Diamond Logic Controller 6 CYL
License:
VIN:
Odometer:

TYPE	DESCRIPTION	PART #	QTY	PRICE	RATE	HOURS	LINE TOTAL
Labor	ENGINE - OVERHAUL Inline 6 Engine, Auto Trans - [Includes Engine R&I, evacuating/recharging A/C System and Air Compressor R&I if required/ R&I Oil Pump. Does not include overhaul Cylinder Head, machining.]	-	-	-	$130.00	40.0	$5,200.00
Parts	AFTERMARKET INFRAME O/HAUL KIT	IN LOS ANGELES - 4-5 WORKING DAYS	1.0	$1,449.10	-	-	$1,449.10
Parts	OIL PUMP	IN OCALA	1.0	$943.48	-	-	$943.48
Parts	PISTON COOLERS	IN ATLANTA	12.0	$26.46	-	-	$317.52
Parts	THERMOSTAT	IN ATLANTA	1.0	$69.88	-	-	$69.88
Parts	OIL FILTER	IN STK	1.0	$34.00	-	-	$34.00
Parts	FUEL FILTER	IN STK	1.0	$48.00	-	-	$48.00
Parts	AIR FILTER	IN STK	1.0	$60.00	-	-	$60.00
Parts	MISC HOSES,CLAMPS,FITTINGS,ETC.		1.0	$250.00	-	-	$250.00
Parts	FREIGHT ON OVERHAUL KIT		1.0	$100.00	-	-	$100.00

Labor:	$5,200.00
Parts:	$3,271.98
Shop Supplies:	$100.00
Hazardous Materials:	$0.00
Labor Taxes:	$364.00
Parts Taxes:	$236.04
TOTAL:	**$9,172.02**

Customer Signature: _____

Attachment: SKMBT_C22021042717310 (12898 : Nature Coast EMS and Florida Department of Health Ambu Bus Motor Replacement)

AGENDA MEMORANDUM

FROM:	Michael Sherman, AICP Growth Management Director
SUBJECT:	Inter-local Agreement with City of Crystal River
AGENDA DATE:	**June 08, 2021**

BRIEF OVERVIEW:

The City of Crystal River wishes to enter into an inter-local agreement with Citrus County whereby the County will provide one or more of the following services on an as needed basis only: Building Official services, Building Plan Review, Fire Plan Review, Building Inspections, Fire Marshall services, Fire Code Inspector services and other related services.

BUDGET IMPACT/FUNDING SOURCE:

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

No impact.

RECOMMENDED ACTION:

Approve the inter-local agreement with City of Crystal River and authorize the chairman of the BOCC to sign and execute the same.

INTERLOCAL AGREEMENT FOR BUILDING REVIEW SERVICES

THIS AGREEMENT made and entered this _____ day of _____, 2021 by and between Citrus County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "the County", and the City of Crystal River, Florida, a Florida municipal corporation, hereinafter referred to as "the City".

WHEREAS, the City is a municipality located within the County; and;

WHEREAS, the County is authorized by Section 125.01(1)(p), Florida Statutes, to "enter into agreements with other governmental agencies within or outside the boundaries of the county for the joint performance, or performance by one unit in behalf of the other, of any of either agency's authorized functions"; and,

WHEREAS, Section 163.01 Florida Statutes, authorizes the exercise by agreement between two or more public agencies of any power common to them; and,

WHEREAS, this Agreement is authorized by the provisions of Chapters 125,163 and 166, Florida Statutes and other applicable law; and,

WHEREAS, the City employs its own personnel and contractors to provide building and fire plan reviews, approvals, and inspections; and,

WHEREAS, the City may benefit by occasionally utilizing outside resources from others; and,

WHEREAS, the City wishes to enter into this Agreement with the County for as-needed services from the County to include Building Official services, Building Plan Review, Fire Plan Review, Building Inspections, Fire Marshall services, Fire Code Inspector services, and other related similar services, when needed and requested by the City and available by the County; and,

WHEREAS, the Parties hereto recognize and agree that it is desirable to enter into this Agreement for the mutual benefit of each party not only in times of emergency or disaster but times of unknown circumstances or lack of adequate resources; and,

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

1) Recitals. The above recitals are true and correct and are incorporated herein by this reference.

2) Scope of Work. As stated in the foregoing recitals, County hereby agrees to provide when requested by the City, and available by the County, one or more of the following services: Building Official services, Building Plan Review, Fire Plan Review, Building Inspections, Fire Marshall services, Fire Code Inspector services and other related services.

3) Term. This agreement shall commence on _____, 2021 and will remain in effect until terminated be either party.

Attachment: Interlocal Agreement CR Final (002) (12911 : Inter-local Agreement with City of Crystal River)

4) Employment would be maintained by the County at all times. The service would be as a contractor to the City.

5) Record Retention. The City shall retain all records in accordance with Chapter 119, Florida Statutes.

6) When requested the County would provide the services listed above. The County would provide said services under The Florida Building Code and The Florida Fire Code and related provisions of the Florida Statutes and Florida Administrative Code. When appropriate, the Crystal River Land Development Code would be used.

7) Payments. The City agrees to pay County for all work performed at City's request. County will perform tasks as follows:

   a. For all tasks the City agrees to pay the County in accordance with the attached schedule of fees. (Exhibit A) Such tasks will be documented and invoiced monthly.

8) Relationship of Parties. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that nothing contained herein, or any acts of the parties hereto, shall be deemed to create any other relationship between the parties.

9) Sovereign immunity. The City and County expressly retain all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes, or its successor. Notwithstanding anything set forth in this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or waiver of the limits of liability. Liability of the City of County for damages shall not exceed the statutory limits of liability, regardless of the number or nature of any claim which may arise, including but not limited to, a claim sounding in tort, equity, or contract. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City or County which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

10) Entire Agreement. This Agreement constitutes the entire agreement between the parties, and shall supersede all previous communication, agreements or representations, either written or verbal, which may have been made between the parties. No change to the terms and conditions of this Agreement will be valid unless made by supplemental written amendment executed by both parties. No amendment to this Agreement shall be construed to release either party from any obligation of this Agreement except as specifically provided for in such amendment.

11) Assignment. Neither party may assign its rights arising under this Agreement without written consent of the other party.

12) Notification. All notices, request, demands, or other communications hereunder shall be in writing and shall be deemed to have been served as of the delivery date appearing upon the return receipt if sent by certified mail, postage prepaid with return receipt

Attachment: Interlocal Agreement CR Final (002) (12911 : Inter-local Agreement with City of Crystal River)

requested, at the address listed below, or upon the actual date of delivery, to the address below. Either party may change the below listed address at which it receives written notices by so notifying the other party hereto in writing.

CITY:

City of Crystal River
Attn: City Manager
123 NW Hwy 19
Crystal River, FL 34428

COUNTY:

Citrus County Board of County Commissioners
Attn: County Administrator
3600 W Sovereign Path
Lecanto, FL 34461

13) Waiver. No act of omission or commission of either party, including without limitation, any failure to exercise any right, or remedy, or recourse, shall be deemed to be a waiver, release, or modification of the same. Such waive, release, or modification is to be affected only through a written modification to this Agreement.

14) Headings. The paragraph headings are inserted herein for convenience and reference only, and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.

15) Public Records Law.

a) The City will keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform service.

b) The City will provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that do not exceed the cost provided in Florida Statutes Chapter 119 or otherwise provided by law.

c) The City will ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

d) The City will meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in their possession upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology system of the public agency.

Attachment: Interlocal Agreement CR Final (002) (12911 : Inter-local Agreement with City of Crystal River)

e) If the City does not comply with a public records request, the public agency shall enforce the Agreement provisions in accordance with the Agreement.

16) Severability. If any part of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having jurisdiction to make such a determination, the remainder of this Agreement shall remain in force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

17) Venue. This agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue of any judicial proceeding arising out of the Agreement shall be in Citrus County, Florida.

CITRUS COUNTY, FLORIDA
A political subdivision of the
State of Florida

ATTEST:

By: _____
SCOTT CARNAHAN, CHAIRMAN

_____
ANGELA VICK, CLERK

APPROVED AS TO FORM FOR THE
RELIANCE OF CITRUS COUNTY ONLY:

_____
DENISE A. DYMOND LYN
COUNTY ATTORNEY

CITY OF CRYSTAL RIVER, FLORIDA
A municipal corporation of the State of
Florida

ATTEST:

By: _____
JOE MEEK, MAYOR

_____
MIA FINK, CITY CLERK

APPROVED AS TO FORM FOR THE
RELIANCE OF THE CITY OF CRYSTAL RIVER ONLY:

_____
ROBERT W. BATSEL, JR.
CITY ATTORNEY

Attachment: Interlocal Agreement CR Final (002) (12911 : Inter-local Agreement with City of Crystal River)

Exhibit A

Building Plans Examining:

• Residential	$50
• Commercial	$100
• Fire	$150

Fire Plans Examining:

• A non-refundable fire plan review fee for all applicable permits.	$150.00
• To revise or modify previously approved fire reviews, whether issued or not	$75.00 per revision submittal
• Fire Alarm	$150.00
• Fire range/hood/spray booth	$85.00
• Fire Suppression	$ 85.00
• Fire Sprinkler	$150.00
• Fire pump	$100.00
• Fire – Site Improvement Plan Review	$50.00
• Fire – Site Development Plan Review	$100.00
• Conditional Use	$50.00
• Subdivision Plat	$50.00
• Street Vacation	$50.00
• Variance	$50.00
• PUD	$50.00

Flood Review/Plans Examining:

• Primary Structures (applies to all residential and non-residential structures including mobile homes, single family, modular, whether new or replacement, and includes additions, remodels, and renovations). Note: If primary and accessory structures are applied for at the same time, only the primary Flood Review will be applied		$100
• Accessory Structures	Residential	$25.00
• Accessory Structures	Non-Residential	$40.00
• Installation of ALL TRADES in flood zone		$25.00

Inspections:

• All inspections	$50
• First reinspection	$50
• Second reinspection of same violation/s	$75
• All subsequent reinspection of same violations	$100

Note: Reinspection fees are charge for actual return trips to the jobsite. Corrections that do not require a return trip to the site do not incur the reinspection fee. i.e. corrections made via plan revision or engineer letter.

Attachment: Interlocal Agreement CR Final (002) (12911 : Inter-local Agreement with City of Crystal River)

AGENDA MEMORANDUM

FROM:	Denise A. Dymond Lyn, County Attorney
SUBJECT:	Funds Bequeathed to the Citrus County Animal Shelter
AGENDA DATE:	**June 08, 2021**

BRIEF OVERVIEW:

Marvin Stein bequeathed a portion of his Raymond James & Associates investment account to ASPCA/Citrus County Animal Shelter. To accommodate Marvin Stein's directive, Raymond James & Associates requires authorization from the Board of County Commissioners to establish an account in the name of Citrus County, Florida, into which the ASPCA/Citrus County Animal Shelter share of the investment account will be placed after liquidation of that share by Raymond James & Associates.

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

If approved, authorize the Chairman to execute the Resolution authorizing Raymond James & Associates to establish an account in the name of Citrus County, Florida, for purposes of receiving funds bequeathed to the Citrus County Animal Shelter and establishing signatory authority for the account.

RESOLUTION AUTHORIZING RAYMOND JAMES & ASSOCIATES TO ESTABLISH AN ACCOUNT IN THE NAME OF CITRUS COUNTY, FLORIDA, FOR PURPOSES OF RECEIVING FUNDS BEQUEATHED TO THE CITRUS COUNTY ANIMAL SHELTER AND ESTABLISHING SIGNATORY AUTHORITY FOR SAID ACCOUNT.

WHEREAS, the Citrus County Board of County Commissioners is the Governing Board of Citrus County, Florida, a political subdivision of the State of Florida;

WHEREAS, the Citrus County Animal Shelter is operated by Citrus County Animal Services, a division of Citrus County, Florida, and is governed by the Citrus County Board of County Commissioners;

WHEREAS, Marvin Stein bequeathed a portion of his Raymond James & Associates investment account to ASPCA/Citrus County Animal Shelter;

WHEREAS, to accommodate Marvin Stein's directive, Raymond James & Associates requires authorization from the Board of County Commissioners to establish an account in the name of Citrus County, Florida, into which the ASPCA/Citrus County Animal Shelter share of the investment account will be placed after liquidation of that share by Raymond James & Associates;

WHEREAS, the Citrus County Board of County Commissioners has determined that it is in the best interest of the population of Citrus County, which it serves, to authorize Raymond James & Associates to establish an account in the name of Citrus County, Florida, for purposes of receiving the liquidated share of Marvin Stein's investment account bequeathed to **ASPCA/Citrus County Animal Shelter, operated by Citrus County Animal Services, a division of, and under the umbrella of, Citrus County, Florida, EIN 59-6000548**, and to establish signatory authority for said account; and

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Citrus County, Florida that:

1. Raymond James & Associates is authorized to establish an investment account in the name of Citrus County, Florida, for purposes of receiving the liquidated share of Marvin Stein's investment account bequeathed to **ASPCA/Citrus County Animal Shelter operated by Citrus County Animal Services, a division of Citrus County, Florida whose EIN is 59-6000548**.

2. The Chairman of the Board of County Commissioners, Scott Carnahan, is authorized to execute any documents Raymond James & Associates requires for establishment of said account;

3. The Chairman of the Board of County Commissioners, Scott Carnahan, is authorized to execute any documents required to withdraw funds from said account and to close said account.

ADOPTED**,** in regular session this _____ of _____ 2021, by the Citrus County Board of County Commissioners.

Attachment: Raymond James account (12891 : Funds Bequeathed to the Citrus County Animal Shelter)

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF CITRUS COUNTY,FLORIDA

_____
ANGELA VICK, CLERK

_____
SCOTT CARNAHAN, CHAIRMAN

APPROVED AS TO FORM FOR THE
RELIANCE OF CITRUS COUNTY ONLY:

_____

DENISE A. DYMOND LYN,
COUNTY ATTORNEY

Attachment: Raymond James account (12891 : Funds Bequeathed to the Citrus County Animal Shelter)

AGENDA MEMORANDUM

FROM:	Michael Sherman, AICP Growth Management Director
SUBJECT:	Informational - HB 337 relating to Impact Fees
AGENDA DATE:	**June 08, 2021**

BRIEF OVERVIEW:

House Bill 337, relating to Impact Fees, has been passed by the 2021 legislature but not yet reviewed by the Governor. If signed, it would apply retroactively to January 1, 2021, and provides guidelines regarding impact fee changes. Specifically, the bill specifies that if impact fees are increased by no more than 25%, the increase must be implemented equally over two calendar years starting from the date of adoption.

The recent impact fee rates adopted by the BOCC resulted in some categories and uses being increased while others were decreased, leading to an overall increase of 0.3% across all categories and uses. As such, if this bill becomes law staff will implement 50% of the impact fee changes on June 23, 2021 (the effective date of adoption by the BOCC), and the remaining 50% on June 23, 2022.

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Informational - HB 337 relating to Impact Fees

An act relating to impact fees; amending s. 163.31801, F.S.; defining the terms "infrastructure" and "public facilities"; requiring local governments and special districts to credit against the collection of impact fees any contribution related to public facilities or infrastructure; providing conditions under which credits may not be applied; providing limitations on impact fee increases; providing for retroactive operation; requiring specified entities to submit an affidavit attesting that impact fees were appropriately collected and expended; providing that impact fee credits are assignable and transferable regardless of when they the credits were established; requiring school districts to report specified information regarding impact fees; providing a directive to the Division of Law Revision; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Section 163.31801, Florida Statutes, is amended to read:

163.31801 Impact fees; short title; intent; minimum requirements; audits; challenges.—

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

Attachment: House Bill 337- Impact Fees (12892 : Informational - HB 337 relating to Impact Fees)

(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 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) For purposes of this section, the term:

(a) "Infrastructure" means a fixed capital expenditure or fixed capital outlay, excluding the cost of repairs or maintenance, associated with the construction, reconstruction, or improvement of public facilities that have a life expectancy of at least 5 years; related land acquisition, land improvement, design, engineering, and permitting costs; and other related construction costs required to bring the public facility into service. The term also includes a fire department vehicle, an emergency medical service vehicle, a sheriff's office vehicle, a police department vehicle, a school bus as defined in s. 1006.25, and the equipment necessary to outfit the vehicle or

Attachment: House Bill 337- Impact Fees (12892 : Informational - HB 337 relating to Impact Fees)

bus for its official use. For independent special fire control districts, the term includes new facilities as defined in s. 191.009(4).

(b) "Public facilities" has the same meaning as in s. 163.3164 and includes emergency medical, fire, and law enforcement facilities.

(4) ~~(3)~~ At a minimum, each local government that adopts and collects an impact fee by ordinance and each special district that adopts, collects, and administers an impact fee by resolution must ~~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) Ensure that the calculation of the impact fee is ~~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 and~~. 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) Limit administrative charges for the collection of impact fees ~~must be limited~~ to actual costs.

(d) ~~The local government must~~ Provide notice at least ~~not less than~~ 90 days before the effective date of an ordinance or resolution imposing a new or increased impact fee. A local

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Attachment: House Bill 337- Impact Fees (12892 : Informational - HB 337 relating to Impact Fees)

government ~~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) Ensure that 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) Ensure that the impact fee is ~~must be~~ proportional and reasonably connected to, or has ~~have~~ a rational nexus with, the need for additional capital facilities and the increased impact generated by the new residential or commercial construction.

(g) Ensure that the impact fee is ~~must be~~ proportional and reasonably connected to, or has ~~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) Ensure that revenues generated by the impact fee are ~~may~~ not ~~be~~ used, in whole or in part, to pay existing debt or for previously approved projects unless the expenditure is

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Attachment: House Bill 337- Impact Fees (12892 : Informational - HB 337 relating to Impact Fees)

reasonably connected to, or has a rational nexus with, the increased impact generated by the new residential or nonresidential construction.

(5)(a) ~~(4)~~ Notwithstanding any charter provision, comprehensive plan policy, ordinance, development order, development permit, or resolution, the local government or special district 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 or infrastructure, including land dedication, site planning and design, or construction. Any contribution must be applied on a dollar-for-dollar basis at fair market value to reduce any ~~education-based~~ impact fee collected for the general category or class of public facilities or infrastructure for which the contribution was made ~~fees on a dollar-for-dollar basis at fair market value~~.

(b) If a local government or special district does not charge and collect an impact fee for the general category or class of public facilities or infrastructure contributed, a credit may not be applied under paragraph (a).

(6) ~~(5)~~ A local government, school district, or special district may increase an impact fee only as provided in this subsection.

(a) An impact fee may be increased only pursuant to a plan for the imposition, collection, and use of the increased impact

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Attachment: House Bill 337- Impact Fees (12892 : Informational - HB 337 relating to Impact Fees)

fees which complies with this section.

(b) An increase to a current impact fee rate of not more than 25 percent of the current rate must be implemented in two equal annual increments beginning with the date on which the increased fee is adopted.

(c) An increase to a current impact fee rate which exceeds 25 percent but is not more than 50 percent of the current rate must be implemented in four equal installments beginning with the date the increased fee is adopted.

(d) An impact fee increase may not exceed 50 percent of the current impact fee rate.

(e) An impact fee may not be increased more than once every 4 years.

(f) An impact fee may not be increased retroactively for a previous or current fiscal or calendar year.

(g) A local government, school district, or special district may increase an impact fee rate beyond the phase-in limitations established under paragraph (b), paragraph (c), paragraph (d), or paragraph (e) by establishing the need for such increase in full compliance with the requirements of subsection (4), provided the following criteria are met:

1. A demonstrated need study justifying any increase in excess of those authorized in paragraph (b), paragraph (c), paragraph (d), or paragraph (e) has been completed within the 12 months before the adoption of the impact fee increase and

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expressly demonstrates the extraordinary circumstances necessitating the need to exceed the phase-in limitations.

2. The local government jurisdiction has held not less than two publicly noticed workshops dedicated to the extraordinary circumstances necessitating the need to exceed the phase-in limitations set forth in paragraph (b), paragraph (c), paragraph (d), or paragraph (e).

3. The impact fee increase ordinance is approved by at least a two-thirds vote of the governing body.

(h) This subsection operates retroactively to January 1, 2021.

(7) If an impact fee is increased ~~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.~~

(8) ~~(6)~~ A local government, school district, or special district must submit with its annual financial report required under s. 218.32 or its financial audit report required under s. 218.39 a separate affidavit signed by its chief financial officer or, if there is no chief financial officer, its executive officer attesting, to the best of his or her

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Attachment: House Bill 337- Impact Fees (12892 : Informational - HB 337 relating to Impact Fees)

knowledge, that all impact fees were collected and expended by the local government, school district, or special district, or were collected and expended on its behalf, in full compliance with the spending period provision in the local ordinance or resolution, and that funds expended from each impact fee account were used only to acquire, construct, or improve specific infrastructure needs ~~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~~.

(9) ~~(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. 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.

(10) ~~(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

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Attachment: House Bill 337- Impact Fees (12892 : Informational - HB 337 relating to Impact Fees)

fee district or that is within an adjoining impact fee zone or impact fee district within the same local government jurisdiction and which receives benefits from the improvement or contribution that generated the credits. This subsection applies to all impact fee credits regardless of whether the credits were established before or after the effective date of this act.

(11) ~~(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.

(12) ~~(10)~~ This section does not apply to water and sewer connection fees.

(13) ~~(11)~~ In addition to the items that must be reported in the annual financial reports under s. 218.32, a local government, school district ~~county, municipality~~, or special district must report all of the following information ~~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

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Attachment: House Bill 337- Impact Fees (12892 : Informational - HB 337 relating to Impact Fees)

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.

Section 2. The Division of Law Revision is directed to replace the phrase "the effective date of this act" wherever it occurs in this act with the date the act becomes a law.

Section 3. This act shall take effect upon becoming a law.

Attachment: House Bill 337- Impact Fees (12892 : Informational - HB 337 relating to Impact Fees)

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AGENDA MEMORANDUM

FROM:	Tammi Hunnicutt, Executive Assistant to the Clerk
SUBJECT:	1:30 PM Vessel Registration Fee Audit
AGENDA DATE:	**June 08, 2021**

BRIEF OVERVIEW:

Angela Vick, Clerk of the Circuit Court and Comptroller, will present the Citrus County Vessel Registration Fee Audit

BUDGET IMPACT/FUNDING SOURCE:

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

RECOMMENDED ACTION:

Angela Vick, Clerk of the Circuit Court and Comptroller, will present the Citrus County Vessel Registration Fee Audit

Audit Number #2021-07

Vessel Registration Fees

May 28, 2021

Clerk of the Circuit Court and Comptroller
In God We Trust
Citrus County, Florida

Clerk of the Circuit Court & Comptroller
Internal Audit Department

Attachment: 2021-07 Vessel Registration Fee Final Report (12921 : 1:30 PM Vessel Registration Fee Audit)

ANGELA VICK
CLERK OF THE CIRCUIT COURT AND COMPTROLLER
CITRUS COUNTY, FLORIDA

Clerk of the County Court
Recorder of Deeds
Clerk and Accountant of the Board of County Commissioners
Custodian of County Funds
County Auditor

110 North Apopka Avenue
Inverness, Florida 34450
Telephone: (352) 341-6449
Fax: (844) 937-9644
rbarclay@citrusclerk.org
www.citrusclerk.org

May 28, 2021

The Honorable Angela Vick
Clerk of the Circuit Court and Comptroller

Dear Ms. Vick:

The Internal Audit Department (IAD) has completed an audit of the vessel registration fees. This was requested by the Citrus County Board of County Commissioners and was included in the Fiscal Year 2020 audit plan. However, due to a special request engagement by the BOCC this project was carried forward into the Fiscal Year 2021 audit plan.

The purpose of this audit was to determine whether the County's portion of the vessel registration fees were in compliance pursuant to Florida Statute 328.72; to determine whether vessel registration fees were properly utilized by the BOCC pursuant to Florida Statute 328.72; and to determine whether the BOCC's internal controls over monitoring the receipt of vessel registration fees were adequate. The audit review period was October 1, 2018 through September 30, 2020.

The audit did not reveal any findings or observations.

We appreciate the professional courtesies of the BOCC Department of Management and Budget, Parks and Recreation and Grounds Maintenance for their cooperation and assistance during the course of this engagement.

Sincerely,

Robin C. Barclay

Robin Barclay
Chief Audit Officer

Attachment: 2021-07 Vessel Registration Fee Final Report (12921 : 1:30 PM Vessel Registration Fee Audit)

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Attachment: 2021-07 Vessel Registration Fee Final Report (12921 : 1:30 PM Vessel Registration Fee Audit)

Abbreviations

BIF – Boating Improvement Fund
BOCC – Board of County Commissioners
DMB – Department of Management and Budget
FLHSMV – Florida Department of Highway Safety and Motor Vehicles
FS – Florida Statute
IAD – Internal Audit Department
ROD – Receipt of Deposit
TC - Tax Collector

Attachment: 2021-07 Vessel Registration Fee Final Report (12921 : 1:30 PM Vessel Registration Fee Audit)

I. SUMMARY OF FINDINGS/OBSERVATIONS & RECOMMENDATIONS

Summary of Findings and Observations
Findings - NONE
Observations - NONE

II. SCOPE, OBJECTIVES AND METHODOLOGY

Scope

The scope of this engagement included transactions, which occurred, and processes in effect, from October 1, 2018 through September 30, 2020.

Objectives

The objectives of this engagement were to:

(1) Determine whether the County portion of the vessel registration fees were in compliance pursuant to Florida Statute 328.72;

(2) Determine whether vessel registration fees were properly utilized by the BOCC pursuant to Florida Statute 328.72; and,

(3) Determine whether the BOCC'S internal controls over monitoring the receipt of vessel registration fees were adequate.

Methodology

To meet these objectives, procedures included, but were not limited to, the following:

- Interviewing key personnel engaged in the area under review from DMB, Parks and Recreation, and Grounds Maintenance.
- Comparing revenue and/or expenditure data from Vessel Registration Reports, E-Commerce Reports, Receipts of Deposit (ROD), and Pentamation Reports; identify discrepancies (if any).
- Evaluating supporting documentation for vessel registration fee expenditures.
- Reviewing policies and procedures related to vessel registration fees.

Attachment: 2021-07 Vessel Registration Fee Final Report (12921 : 1:30 PM Vessel Registration Fee Audit)

III. EXECUTIVE SUMMARY

The Citrus County Board of County Commissioners (BOCC) requested the Citrus County Clerk of the Circuit Court and Comptroller (Clerk) to perform an audit on the Boating Improvement Fund (BIF) expenditures and was included in the Fiscal Year 2020 audit plan. The purpose of this audit was to determine if the vessel registration fees were properly used by the BOCC. In addition, the county portion of vessel registration fees were reviewed to determine if the BOCC received the proper amounts. Internal controls were evaluated to determine if there was adequate monitoring and receipt of the vessel registration fees.

IAD determined that:

- The vessel registration fees distributed to the BOCC from the TC were correct.
- The vessel registration fees distributed to the BOCC were used for the sole purpose authorized in F.S. 328.72.
- The internal controls over monitoring the receipt of the vessel registration fees were adequate.

IV. BACKGROUND

Authority

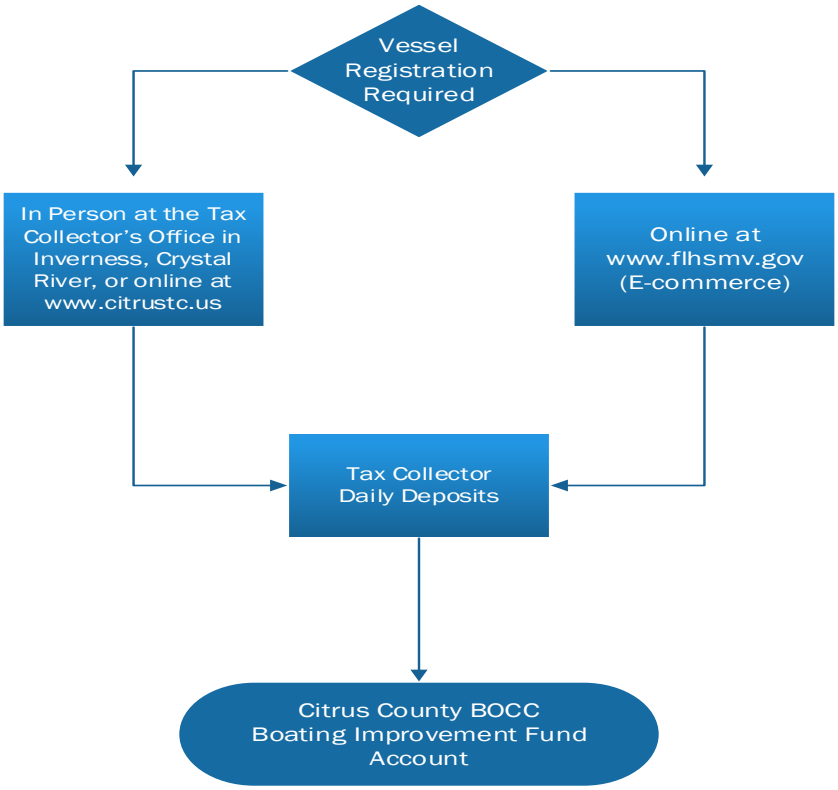
Florida Statute 328.72 was established so that all vessels are required to be registered and shall be classified for registration purposes according to the published schedule. The county retains a portion of each recreational vessel registration fee it collects. *"Moneys designated for the use of the counties, as specified in subsection (1), shall be distributed by the tax collector to the board of county commissioners for use only as provided in this section. Such moneys to be returned to the counties are for the sole purposes of providing, maintaining, or operating recreational channel marking and other uniform waterway markers, public boat ramps, lifts, and hoists, marine railways, boat piers, docks, mooring buoys, and other public launching facilities; and removing derelict vessels, debris that specifically impedes boat access, not including the dredging of channels, and vessels and floating structures deemed a hazard to public safety and health. Counties shall demonstrate through an annual detailed accounting report of vessel registration revenues that the registration fees were spent as provided in this subsection."*

Florida Statute 328.73 states, *"The tax collectors in the counties of the state, as authorized agents of the department, shall issue registration certificated and vessel numbers and decals to applicants, subject to the requirements of law and in accordance with rules of the department. Each tax collector shall keep a full and complete record and account of all vessel decals and other properties received by him or her from the department or from any other source and shall make prompt remittance of moneys collected by him or her at the times and in the manner prescribed by law."*

Attachment: 2021-07 Vessel Registration Fee Final Report (12921 : 1:30 PM Vessel Registration Fee Audit)

Process

The following depicts the revenue collection and distribution of vessel registration fees to the BOCC:



When a vessel requires new registration or the current registration is up for renewal, it can be done in various ways. The individual registering the vessel can go to the TC's office in person or go online at www.citrustc.us. If the registration is done via this process, the money is paid directly to the TC and placed in the TC's daily deposits. The registration can also be done online at www.flhsmv.gov. Fees collected by the Florida Department of Highway Safety and Motor Vehicles (FLHSMV) are transferred to the TC's Office.

FLHSMV calculates the amount to be distributed to the BOCC and provides the TC with the dollar amount. On a monthly basis, the vessel registration fees are transferred to the BOCC Boating Improvement Fund (fund 065). The amount is based off the class (size) of the boat.

Attachment: 2021-07 Vessel Registration Fee Final Report (12921 : 1:30 PM Vessel Registration Fee Audit)

Fee Schedule

After November 12 2019 - New fee added - Removal Derelict Vessel								
Class A-1	less than 12 feet		Class A-2	12 feet to less than 16 feet		Class 1	16 feet to less than 26 feet	
		Distributed to:			Distributed to:			Distributed to:
$ 4.00	Vessel Base Tax (Recreational)	DHSMV	$ 9.90	Vessel Base Tax (Recreationa	DHSMV	$ 16.40	Vessel Base Tax (Recreationa	DHSMV
$ 1.50	Vessel Manatee Fee	DHSMV	$ 2.00	Aquatic Plant Fee	DHSMV	$ 2.00	Aquatic Plant Fee	DHSMV
$ 1.00	Decal on Demand Fee	DHSMV	$ 1.50	Vessel Manatee Fee	DHSMV	$ 1.50	Vessel Manatee Fee	DHSMV
$ 1.00	Vessel LERSTF	DHSMV	$ 1.00	Additional Manatee Fee	DHSMV	$ 1.00	Additional Manatee Fee	DHSMV
$ 0.50	FRVIS Fee (Vessels)	DHSMV	$ 1.00	Decal on Demand Fee	DHSMV	$ 1.00	Decal on Demand Fee	DHSMV
$ -	County Retained Vessel Fee	BOCC	$ 1.00	Marine Resources Fee	DHSMV	$ 1.00	Marine Resources Fee	DHSMV
$ 2.25	Vessel Service Fee	Tax Collector	$ 1.00	Vessel LERSTF	DHSMV	$ 1.00	Vessel LERSTF	DHSMV
$ 0.50	Branch Fee	Tax Collector	$ 0.50	FRVIS Fee (Vessels)	DHSMV	$ 0.50	FRVIS Fee (Vessels)	DHSMV
$ 10.75	**Total Registration Fee**		$ 0.25	Removal Derelict Vessel Fee	DHSMV	$ 2.06	Removal Derelict Vessel Fee	DHSMV
			$ 0.60	County Retained Vessel Fee	BOCC	**$ 4.79**	County Retained Vessel Fee	BOCC
			$ 2.25	Vessel Service Fee	Tax Collector	$ 2.25	Vessel Service Fee	Tax Collector
			$ 0.50	Branch Fee	Tax Collector	$ 0.50	Branch Fee	Tax Collector
			$ 21.50	**Total Registration Fee**		**$ 34.00**	**Total Registration Fee**	

Class 2	26 feet to less than 40 feet		Class 3	40 feet to less than 65 feet		Class 4	65 feet to less than 110 feet	
		Distributed to:			Distributed to:			Distributed to:
$ 41.90	Vessel Base Tax (Recreational)	DHSMV	$ 67.40	Vessel Base Tax (Recreationa	DHSMV			
$ 2.00	Aquatic Plant Fee	DHSMV	$ 2.00	Aquatic Plant Fee	DHSMV	We do not have any in this		
$ 1.50	Vessel Manatee Fee	DHSMV	$ 1.50	Vessel Manatee Fee	DHSMV		classification	
$ 1.00	Additional Manatee Fee	DHSMV	$ 1.00	Additional Manatee Fee	DHSMV			
$ 1.00	Decal on Demand Fee	DHSMV	$ 1.00	Decal on Demand Fee	DHSMV			
$ 1.00	Marine Resources Fee	DHSMV	$ 1.00	Marine Resources Fee	DHSMV			
$ 1.00	Vessel LERSTF	DHSMV	$ 1.00	Vessel LERSTF	DHSMV			
$ 0.50	FRVIS Fee (Vessels)	DHSMV	$ 0.50	FRVIS Fee (Vessels)	DHSMV			
$ 9.26	Removal Derelict Vessel Fee	DHSMV	$ 16.45	Removal Derelict Vessel Fee	DHSMV			
$ 21.59	County Retained Vessel Fee	BOCC	**$ 38.40**	County Retained Vessel Fee	BOCC			
$ 2.25	Vessel Service Fee	Tax Collector	$ 2.25	Vessel Service Fee	Tax Collector			
$ 0.50	Branch Fee	Tax Collector	$ 0.50	Branch Fee	Tax Collector			
$ 83.50	**Total Registration Fee**		**$133.00**	**Total Registration Fee**				

During the audit period, an additional fee (Removal of Derelict Vessel) was added to the fee schedule, as of November 12, 2019. However, the additional fee did not change the total registration fee because it was deducted from the County's portion of retained vessel registration fees.

Attachment: 2021-07 Vessel Registration Fee Final Report (12921 : 1:30 PM Vessel Registration Fee Audit)

Below is a sample of a Class 1 registration fee breakdown showing the amount distributed to the County before and after November 12, 2019:

Fee Schedule Prior To November 12, 2019			Revised Fee Schedule as of November 12, 2019		
Class 1	**16 feet to less than 26 feet**	**Distributed to:**	**Class 1**	**16 feet to less than 26 feet**	**Distributed to:**
$ 16.40	Vessel Base Tax (Recreational)	DHSMV	$ 16.40	Vessel Base Tax (Recreational)	DHSMV
$ 2.00	Aquatic Plant Fee	DHSMV	$ 2.00	Aquatic Plant Fee	DHSMV
$ 1.50	Vessel Manatee Fee	DHSMV	$ 1.50	Vessel Manatee Fee	DHSMV
$ 1.00	Additional Manatee Fee	DHSMV	$ 1.00	Additional Manatee Fee	DHSMV
$ 1.00	Decal on Demand Fee	DHSMV	$ 1.00	Decal on Demand Fee	DHSMV
$ 1.00	Marine Resources Fee	DHSMV	$ 1.00	Marine Resources Fee	DHSMV
$ 1.00	Vessel LERSTF	DHSMV	$ 1.00	Vessel LERSTF	DHSMV
$ 0.50	FRVIS Fee (Vessels)	DHSMV	$ 0.50	FRVIS Fee (Vessels)	DHSMV
$ 6.85	County Retained Vessel Fee	BOCC	$ 2.06	Removal Derelict Vessel Fee	DHSMV
$ 2.25	Vessel Service Fee	Tax Collector	$ 4.79	County Retained Vessel Fee	BOCC
$ 0.50	Branch Fee	Tax Collector	$ 2.25	Vessel Service Fee	Tax Collector
			$ 0.50	Branch Fee	Tax Collector
$ 34.00	**Total Registration Fee**		**$ 34.00**	**Total Registration Fee**	

2019 FLHSMV Vessel Registrations

The FLHSMV website contains a chart showing the most recent Annual Vessel Statistics by County. The current chart posted is 2019. In 2019, Citrus County had 16,775 vessels registered.

	CLASS A-1		CLASS A-2		CLASS 1		CLASS 2		CLASS 3		CLASS 4		CLASS 5							
COUNTY	< THAN 12'		12 - 15' 11"		16 - 25' 11"		26 - 39' 11"		40 - 64' 11"		65 - 109' 11"		110' MORE		CANOES		DEAL	PLES	COMM	TOTAL
	Ples	Comm	Ples	Comm	Ples	Comm	Ples	Comm	Ples	Comm	Ples	Comm	Ples	Comm	Ples	Comm				
ALACHUA	1,051	8	2,652	67	6,287	131	515	20	265	3	65	0	1	0	257	1	31	11,093	230	11,354
BAKER	319	0	874	1	1,598	11	30	0	4	0	0	0	0	0	26	0	2	2,851	12	2,865
BAY	2,646	23	4,171	92	8,085	306	1,140	128	206	96	13	17	1	1	129	1	127	16,391	664	17,182
BRADFORD	306	0	723	7	1,336	9	32	2	1	0	0	0	0	0	39	0	5	2,437	18	2,460
BREVARD	5,159	31	7,022	108	17,103	442	2,412	139	401	23	9	6	1	1	636	3	446	32,743	753	33,942
BROWARD	9,741	67	5,091	107	19,982	449	7,993	223	1,703	113	273	19	20	6	266	0	552	45,069	984	46,605
CALHOUN	106	0	866	9	622	17	18	2	2	2	1	0	0	0	11	0	0	1,626	30	1,656
CHARLOTTE	3,073	21	2,622	39	13,813	363	2,559	75	434	10	4	0	1	0	214	1	79	22,720	509	23,308
CITRUS	1,335	10	3,890	47	10,227	442	360	96	44	8	0	0	0	0	248	4	64	16,104	607	16,775
CLAY	2,232	1	2,197	22	6,665	79	983	23	481	13	39	2	9	54	124	0	36	12,730	194	12,960
COLLIER	4,197	18	2,281	59	10,920	519	3,520	180	562	53	47	4	1	0	258	4	126	21,786	837	22,749

Attachment: 2021-07 Vessel Registration Fee Final Report (12921 : 1:30 PM Vessel Registration Fee Audit)

Role of the Tax Collector

As an agent for the Division of Motorist Services, the TC is responsible for providing the necessary service and record keeping procedures used in processing vessel (boat) titles and registrations. All motorized vessels, commercial and private, must be registered, titled and issued a decal before they can be used in Florida waters. The decal must be affixed to the port side of the boat. Vessel registration fees are based on the length of the boat. Renewal of vessel registrations can be accomplished in person at any Tax Collector's office or online.

V. PROCEDURES PERFORMED AND ANALYSIS

1. **IAD verified the dollar amounts of vessel registration fees distributed to the BOCC was correct.**

   IAD obtained copies of Vessel Registration Reports and E-Commerce Reports from the TC for the period of October 1, 2018 through September 30, 2020. IAD identified the number of transactions processed by vessel class and calculated the dollar amount of fees that should be distributed to the BOCC. IAD also compared the calculated amount to the dollar amount reflected on the Vessel Registration Reports.

2. **IAD verified the dollar amount of the ROD agreed with the dollar amount reflected on the Vessel Registration Reports and the E-Commerce Reports.**

   IAD obtained copies of the RODs for retained vessel registration fees for the period of October 1, 2018 through September 30, 2020 and compared them to the dollar amounts reflected on the Vessel Registration Reports and the E-Commerce Reports. IAD obtained Pentamation Revenue Audit Trail Reports relating to deposits for the Boating Improvement Fund (BIF) account for the same time-period and compared the dollar amounts on the RODs.

3. **IAD verified that the vessel registration fees distributed to the BOCC were used for the sole purposes provided in Florida Statute 328.72, subsection 15.**

   IAD obtained BOCC Pentamation Expenditure Audit Trail Reports for the period of October 1, 2018 through September 30, 2020 and supporting documentation (purchase orders receipts, contracts, and P-card transactions). IAD reviewed Expenditure Audit Trail Reports and supporting documentation and determine if expenditures were solely for the purpose of '*…providing, maintaining, or operating recreational channel marking and other uniform waterway markers, public boat ramps, lifts, and hoists, marine railways, boat piers, docks,*

Attachment: 2021-07 Vessel Registration Fee Final Report (12921 : 1:30 PM Vessel Registration Fee Audit)

mooring buoys, and other public launching facilities; and removing derelict vessels, debris that specifically impedes boat access, not including the dredging of channels, and vessels and floating structures deemed a hazard to public safety and health for failure to comply with s. 327.53.'

The following tables summarize expenditures which used funds collected from vessel registration fees for fiscal years 2018/19 and 2019/20:

Fiscal Year 2018-19	Boating Improvement Fund: Expenditures			
Account #	Account Description	Budgeted	Actual	Project
54610	Maintenance-Parks	$ 10,600.00	$ 4,900.73	Parsons Point Dock/ Trails End Fishing Platform/ Turner Camp Dock Boating Dock Corner Bumper & Rub Rail Replacement
56300	Improve Other Than Bldg	$ 72,875.00	$ -	
56326	Boat Ramp Improvements	$ 605,176.00	$ -	
59100	Transfers	$ 4,850.00	$ 1,700.00	Derelict Vessel Removal Grant Contract #17361 (Cash Match)
61000	Reserve Cash Forward	$ 253,590.00	$ -	
		$ 947,091.00	**$ 6,600.73**	

Fiscal Year 2019-20	Boating Improvement Fund: Expenditures			
Account #	Account Description	Budgeted	Actual	Project
54610	Maintenance-Parks	$ 9,600.00	$ 6,128.24	Duval Island Boat Dock/ Fort Island Trail Park Boat Dock/ Hernando Boat Ramp Dock County Boat Docks: Rub Rails & Corner Bumpers
56300	Improve Other Than Bldg	$ 72,875.00	$ 72,875.00	Fort Island Trail Park Boat Dock Replacement/ MacRae's Boat Dock Replacement
56326	Boat Ramp Improvements	$ 7,850.00	$ 5,250.00	Barge Canal Boat Ramp
59100	Transfers	$ 665,176.00	$ 665,176.00	Barge Canal Boat Ramp Grant Contract #200107132.01 (Cash Match)
61000	Reserve Cash Forward	$ 296,924.00	$ -	
		$ 1,052,425.00	**$ 749,429.24**	

During an interview with IAD, the BOCC Grounds Maintenance Division Manager explained that prior to FY 2018, Grounds Maintenance used general maintenance funds for all repairs of the fishing piers and boat ramps within Citrus County. In FY 2018, projects and general maintenance expenses were charged to the BIF, as eligible costs per F.S. 328.72.

IAD also obtained and reviewed the Report on Recreational Vessel Registration Fees provided to the Florida Fish and Wildlife Conservation Commission (FWC) and verified that the Expenditure Audit Trail Report agreed with the FWC report.

Attachment: 2021-07 Vessel Registration Fee Final Report (12921 : 1:30 PM Vessel Registration Fee Audit)

4. IAD verified whether formal written procedures existed for monitoring the receipt of vessel registration fees.

IAD met with DMB and requested any formal written policies and procedures related to vessel registration fees. DMB provided IAD with one page from their Revenue Manual, which gave a very brief overview of the vessel registration fees, but did not include any directives on oversight of the vessel registration fee revenues.

IAD determined there was a BOCC Administrative Regulation that addressed fund balance policy. AR 6.04-4, *Fund Balances, Reserves, Contingencies, and Utility & Solid Waste Rate of Return Policy* requires on an annual basis a schedule of all fund balances showing the difference between the budgeted fund balance and actual fund balance for the fiscal year be presented to the BOCC. The BIF was included on this schedule.

The Director of DMB advised there were several exercises of revenue review throughout the year. In preparing the annual budget, revenue accounts are reviewed to ensure collections and activity are within an anticipated range. Analysis of revenue accounts occur at year-end, to identify any variances and accruals in preparation of the Annual Comprehensive Financial Report.

The BOCC has over 225 active revenue accounts, which spans over 600 funds. Review of material revenue accounts occurs on a quarterly basis.

This analysis of revenue accounts is required on an annual basis as stated above in AR 6.04-4, *Fund Balances, Reserves, Contingencies, and Utility & Solid Waste Rate of Return Policy.*

Attachment: 2021-07 Vessel Registration Fee Final Report (12921 : 1:30 PM Vessel Registration Fee Audit)

AGENDA MEMORANDUM

FROM:	Ruthie Davis Schlabach, Commissioner
SUBJECT:	Discuss Creation of Interchange Management Area at Suncoast
AGENDA DATE:	**June 08, 2021**

BRIEF OVERVIEW:

The County has successfully created an Interchange Management Area at Cardinal and the Suncoast. The Suncoast parkway is scheduled to be completed to SR 44 between December 2021 and March 2022.

The Florida Turnpike Authority plan is planning to bid the construction of the Suncoast from SR44 to CR486 upon completion of the current phase. Consequently, I believe it is time for the Board to create overlays and discuss the potential creation of an Architectural Control District at CR486 and SR44 to ensure that development occurs in a manner consistent with Community's vision.

BUDGET IMPACT/FUNDING SOURCE:

RECOMMENDED ACTION:

Direct Administrator to have staff proceed with the development of Interchange Management Area around CR486 and SR 44 at the Suncoast for consideration by the Planning and Development Commission (PDC) and the Board of County Commissioners and provide the advantages and disadvantages of establishing an Architectural Control District.

AGENDA MEMORANDUM

FROM:	Ronald E. Kitchen Jr., Commissioner
SUBJECT:	Noise Ordinance for Homosassa Springs Run
AGENDA DATE:	**June 08, 2021**

BRIEF OVERVIEW:
Discussion and vote for the County Attorney to coordinate with the Homosassa Springs Group on developing an enforceable noise ordinance.

BUDGET IMPACT/FUNDING SOURCE:

RECOMMENDED ACTION:
Discussion and vote for the County Attorney to coordinate with the Homosassa Springs Group on developing an enforceable noise ordinance.

AGENDA MEMORANDUM

FROM:	Scott Carnahan, Commissioner
SUBJECT:	Reauthorization of the State of Emergency
AGENDA DATE:	**June 08, 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, AICP Growth Management Director
SUBJECT:	5:01 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR) Amendments
AGENDA DATE:	**June 08, 2021**

BRIEF OVERVIEW:

Florida Statutes includes an Evaluation and Appraisal Report (EAR) process that requires the County to review the Comprehensive Plan and determine if the need exists to amend the Plan to reflect changes in State requirements. In 2020, Citrus County determined that an amendment to two elements were needed. This application contains those changes, which modify sections of the Conservation Element (Chapter 3), and the Coastal, Lakes and River Management Element (Chapter 4).

On April 15, 2021, the Planning and Development Commission recommended approval with some comments which have been incorporated into the application .

This is the transmittal phase of the application. After review by State agencies, the application will be placed back on the BOCC agenda for final consideration.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	YTD Expenditures	Encumbrances	Available Balance
2781-54921	Advertising	$10,000.00	$3,976.54	00.00	$6,023.46

The total advertisement cost to date for this application is $203.87

RECOMMENDED ACTION:

a. Conduct a public hearing on June 8, 2021 at 5:01 p.m. to consider application CPA-21-05, Evaluation and Appraisal Report (EAR) Amendments.

b. Authorize staff to transmit application CPA-21-05 Evaluation and Appraisal Report (EAR) Amendments, to the State Department of Economic Opportunity (DEO) and other State agencies for review pursuant to Florida Statutes.

PM2-21-28

DEPARTMENT OF GROWTH MANAGEMENT
LAND DEVELOPMENT DIVISION
2021 COMPREHENSIVE PLAN AMENDMENT
STAFF FINDINGS REPORT
TO THE
BOARD OF COUNTY COMMISSIONERS

APPLICATION NUMBER: CPA-21-05 – Evaluation and Appraisal Report (EAR) Amendments

DATE: May 5, 2021

PREPARED BY: Amy Bidwell, Senior Planner, Land Development Division AB

OVERVIEW:

The purpose of this application is to comply with the requirements of F.S. 163.3191 (1) and F.A.C. 73C-49, whereby, Citrus County must review the Comprehensive Plan and determine if the need exists to amend the Plan to reflect changes in State requirements.

The amendment modifies or adds existing objectives and policies in the following Elements:

- Conservation Element (Chapter 3)
- Coastal, Lakes and River Management Element (Chapter 4)

PLANNING AND DEVELOPMENT COMMISSION (PDC) RECOMMENDATION:

The Planning and Development Commission (PDC) discussed this application on April 15, 2021. The PDC recommended approval of the proposed request to amend various elements of the Citrus County Comprehensive Plan with minor adjustments to language.

The PDC found that the application is consistent with the requirements of the LDC and consistent with the Comprehensive Plan. Granting this request will not adversely affect the public interest, provided adherence to the language as proposed.

A technical assistance review of the proposed amendments was provided to the Department of Economic Opportunity (DEO) and comments are provided with this staff report.

AB/SW/cb

Attachment: BCC staff report (12908 : 5:01 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR) Amendments)

received on this application. The application is consistent with the Comprehensive Plan and the Land Development Code.

PROPONENT: None.

OPPONENT: None.

COMMISSION COMMENTS: None.

MOTION: The Planning and Development Commission finds application number ***CU-21-03 CONSISTENT*** with the Citrus County Comprehensive Plan and the Citrus County Land Development Code and that Board ***APPROVES WITH CONDITIONS*** the application based upon the evidence and testimony presented, and the staff report and conclusions regarding this petition. It has been determined that ***APPROVING*** the proposed Conditional Use will not adversely affect the public interest; that there is compliance with special rules governing individual conditional uses of the type involved; that the proposed development, with conditions and safeguards attached, would be generally compatible with adjacent properties and other property in the district; and that the PDC is empowered under the section of the LDC described in the application to grant this Conditional Use.

MOTION:

1st Mr. Bramblett 2nd Mr. Bass

VOTE: 7 - 0, Motion Carried

2. COMPREHENSIVE PLAN AMENDMENT

a. CPA-21-05 Evaluation and Appraisal Report (EAR) Amendments

STAFF CONTACT: Amy Bidwell, Senior Planner, Land Development Division

In accordance with the requirements of Florida Statutes, Citrus County must review the Comprehensive Plan at least every seven years and determine if the need exists to amend the Comprehensive Plan to reflect changes in State requirements. The last evaluation and amendment were conducted in 2014. The Comprehensive Plan was evaluated in 2020 and was determined that amendments were necessary to reflect changes in State requirements.

The Department of Economic Opportunity (DEO) was notified of this determination in June 2020. Pursuant to Florida Statutes, amendments are to be prepared and transmitted no later than one year from the date of notification. The EAR based amendments must be transmitted no later than July 1, 2021.

Attachment: April 15, 2021 PDC draft minutes (12908 : 5:01 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR) Amendments)

The review of the Comprehensive Plan indicated amendments was required to Chapter Three, Conservation Element, and Chapter Four, Coastal, Lakes and Rivers Management Element, to reflect current Statutes and guidelines. Chapter Three required a reference to the water supply plan. Chapter Four required updating of the Coastal High Hazard Area (CHHA) maps and definition; addressing sea level rise; updating the shoreline use component; addressing working waterfronts; and updating evacuation data.

Ms. Bidwell explained that Chapter Three required a reference to the Regional Water Supply Plan (RWSP) that is conducted by the Southwest Florida Water Management District (SWFWMD). Currently the Comprehensive Plan cites the Withlacoochee Regional Water Supply Authority (WRWSA). The amendment to Chapter Three is to incorporate language to reflect the inclusion in and cooperation with the RWSP. The most recent 10-year update to the SWFWMD NW Region RWSP was approved in November 2020. The new study will be reviewed and incorporated into the Citrus County Water Master Plan for Citrus County Utilities. Ms. Bidwell also explained the amendments to the Objectives for Chapter Three regarding deleting WRWSA and replacing it with RWSP.

Ms. Bidwell explained the required amendments to Chapter Four. One of the amendments was to update the Coastal High Hazard Area (CHHA) maps and definition. The definition used in the Comprehensive Plan of a coastal high hazard area is also defined in the Florida Statutes. It has been determined to further describe and identify the Coastal High Hazard Area. The Special Flood Hazard Areas (SFHAs) along the coasts have additional hazards due to wind and wave action. These areas are identified on Flood Insurance Rate Maps (FIRMs) as zones V and VE. In 2021, Citrus County Coastal FIRM flood maps were updated to include a line called the Limit of Moderate Wave Action (LiMWA). The LiMWA is a generalized line that further delineates the CHHA and impacts the development and redevelopment of the current CHHA. Ms. Bidwell's presentation included the updated CHHA map that reflects the Coastal FIRM updates and the LiMWA line. The coastal high-hazard area is the area below the elevation of the category 1 storm surge line as established by a Sea, Lake and Overland Surges from Hurricanes (SLOSH) computerized storm surge model.

Another update to Chapter Four was to address sea level rise. The amendment included providing a definition of Sea Level Rise as it is defined in the FEMA Coastal Flood Risk Study. Ms. Bidwell further explained the addition to the Policies for Chapter Four to include the LiMWA be shown on the Land Development Code Atlas and that new development, redevelopment and infrastructure in vulnerable areas shall use best practices to address sea level rise.

Attachment: April 15, 2021 PDC draft minutes (12908 : 5:01 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR) Amendments)

Chapter Four was also updated to include the shoreline use and working waterfront language to include working waterfronts and marinas. This relates to recreational and commercial, water-dependent and water-related land uses.

Evacuation data in Chapter Four was updated to reflect the removal of the Withlacoochee Regional Planning Council (WRPC) data from 2004. The current maps and tables are in the Comprehensive Plan, but the source was updated to reflect the sources as they were created inhouse by the Citrus County Office of Emergency Management and the Geographic Information Systems (GIS) department. In late 2020, the GIS department received the updated SLOSH data and models from the Tampa Bay Regional Planning Council. GIS conducted a quick analysis of the current evacuation zones and the new data. They noted that there will be approximately 350 parcels affected (parcels moved from an evacuation zone level B to an evacuation zone level A).

COMMISSION QUESTIONS:

Ms. Worthington inquired if the Comprehensive Plan is amended every time the FIRM maps are updated. Ms. Bidwell stated that the FIRM maps are not in the Comprehensive Plan.

Mr. Bass asked about who would be notifying the owners of the parcels that are being affected by the changing of the evacuation zones. Ms. Bidwell stated that Emergency Management would notify the owners. Mr. Bass offered the suggestion of stating the current FIRM maps instead of stating a specific year so amendments would not have to be made often in the Comprehensive Plan.

Mr. Barmes requested clarification of the timeline for GIS to prepare the evacuation maps. Ms. Bidwell explained that GIS was preparing the maps as quickly as possible with the current data that they received and that the maps would be provided to Emergency Management for their analysis.

Ms. Bidwell added that she had provided a copy of the proposed amendments to DEO for a preview/technical assistance review. She stated that she had not received their comments yet.

COMMISSION COMMENTS:

Mr. Facemyer stated that the Board requested minor amendments to the language in Chapter Three. Mr. Bramblett noted that the revision was to the language in Objective 3.7.

Ms. Worthington noted the change to the FIRM maps not being dated; to use the wording “current FIRM maps”.

Attachment: April 15, 2021 PDC draft minutes (12908 : 5:01 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR) Amendments)

MOTION: The Planning and Development Commission finds application number ***CPA-21-05 CONSISTENT*** with the Citrus County Comprehensive Plan and Citrus County Land Development Code and that this Board recommends ***APPROVAL*** 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. Stone 2nd Mr. Barmes

VOTE: 7 - 0, Motion Carried

J. ADDITIONAL ITEMS:

There is no meeting on May 6, 2021. The next PDC meeting is May 20, 2021.

K. PLANNING AND DEVELOPMENT COMMISSION MEMBER COMMENTS: None.

L. ADJOURN

The Planning and Development Commission adjourned at 10:45 a.m.

Respectfully submitted,

Cheryl Burton, Recording Secretary

Attachment: April 15, 2021 PDC draft minutes (12908 : 5:01 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR) Amendments)

Citrus County Building Alliance
1196 S Lecanto Hwy, Lecanto FL 34461
Phone: (352) 746-9028, Fax (352) 746-9029
www.CitrusBuilders.com
Building a Better Citrus

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Stacey Worthington
President

Melissa Sutherland
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George Rusaw
Chuck Sanders
Eric Swart
Larry Tate
Virginia Will
Todd Workman

April 12, 2021

Michael Facemyer, Chair
Citrus County Planning & Development Commission
3600 W Sovereign Path
Lecanto FL 34461

RE: CPA-21-05 (EAR)

Dear Chairman Facemyer,

The Citrus County Building Alliance has reviewed CPA-21-05 and is concerned that by installing the FEMA maps into the document, future conflicts will be created when new maps are adopted, while old maps remain inside the comp plan.

In the past, adoption has been for the verbiage of "reference to" so that when new maps are created, they automatically become part of the Comprehensive Plan.

We respectfully request that you continue only referencing the FEMA maps in the Comp Plan, as opposed to including the current map.

Respectfully,

Myrna R Boulerice

Myrna Boulerice
Governmental Affairs Chair
Citrus County Building Alliance

Cc: Cheryl Burton, Senior Secretary, CC Land Development
Citrus County Board of County Commissioners

RECEIVED
APR 12 2021
CPA-21-05
Land Development Division

Attachment: CCBA comments (12908 : 5:01 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR) Amendments)

Re: [EXTERNAL]comments

Amy L. Bidwell <Amy.Bidwell@citrusbocc.com>
Fri 4/16/2021 8:10 AM
To: Powell, Barbara <Barbara.Powell@deo.myflorida.com>

Thank you for your comments. We will transmit on or before July 1, 2021. It passed PDC yesterday and is scheduled for BCC on June 8th giving us plenty of time to meet the July 1 transmittal date.

Sincerely,

Amy Bidwell

From: Powell, Barbara <Barbara.Powell@deo.myflorida.com>
Sent: Thursday, April 15, 2021 10:10 AM
To: Amy L. Bidwell <Amy.Bidwell@citrusbocc.com>
Subject: [EXTERNAL]comments

WARNING: This email originated from an external Domain **DO NOT CLICK** unless you recognize the sender and know the content is safe.

Here are my comments, sorry for the delay. What's your timeline for transmitting?

"According to the *2010 Statewide Regional Evacuation Study, Withlacoochee Region (SRES)*, Citrus County has a public shelter capacity of 4,750 persons. The 2015 projected demand for shelter for Evacuation Zone A (Category 1 hurricane) will create a demand for 5,078 persons, a deficit of 328 persons. Of course, more intense storms will result in larger areas being evacuated and create a greater demand for shelter. Refer to Table 4-9"

DEM is in the process of updating the Regional Evacuation Studies. DEM received an appropriation last year and will be using American Community Survey data from the Census and therefore, won't be delayed by the delay in release of the 2020 Census data.

SWFWMD updated their Regional Water Supply Plan on November 17, 2020. Local governments have 18 months from that date to update their Water Supply Plan. (Sec. 163.3177(6)(c)3., F.S.

"Increase public access to Coastal, Lakes, and River shoreline areas. A public access study shall be completed by 2040. ~~2009~~."

Is it necessary to delay this study for this long? Consider applying for a Community Planning Technical Assistance Grant either this year or next to help fund this study.

Sec.163.3178(2) (g) A shoreline use component that identifies public access to beach and shoreline areas and addresses the need for water-dependent and water-related facilities, including marinas, along shoreline areas. Such component must include the strategies that will be used to preserve recreational and commercial working waterfronts as defined in s. 342.07.

Barbara Ellen Powell, Regional Program Administrator
North Team

Attachment: DEO comments (12908 : 5:01 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR) Amendments)

Department of Economic Opportunity
Division of Community Planning and Development
107 E. Madison Street
Caldwell Bldg., MSC 160
Tallahassee, FL 32399
Phone (850) 717-8504
Fax (850) 717-8522
E-mail: barbara.powell@deo.myflorida.com

FLORIDA DEPARTMENT of ECONOMIC OPPORTUNITY

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EAR Based Comprehensive Plan Amendments by Florida Statute	
163.3178 Coastal management	**Comprehensive Plan Deficit CH. 4**
(d) A component which outlines principles for hazard mitigation and protection of human life against the effects of natural disaster, including population evacuation, which take into consideration the capability to safely evacuate the density of coastal population proposed in the future land use plan element in the event of an impending natural disaster. The Division of Emergency Management shall manage the update of the regional hurricane evacuation studies, ensure such studies are done in a consistent manner, and ensure that the methodology used for modeling storm surge is that used by the National Hurricane Center.	Need to update all evacuation data source to the most recent study, 2014, and include any updated study data or changes to evacuation zones, routes, shelter capacities/deficits.
(f) A redevelopment component that outlines the principles that must be used to eliminate inappropriate and unsafe development in the coastal areas when opportunities arise. The component must: 1. Include development and redevelopment principles, strategies, and engineering solutions that reduce the flood risk in coastal areas which results from high-tide events, storm surge, flash floods, stormwater runoff, and the related impacts of sea-level rise.	Need to incorporate into the Coastal section: Sea Level Rise definition; Sea Level Rise addition to Hazard Mitigation policy, or new policy to address.
(g) A shoreline use component that identifies public access to beach and shoreline areas and addresses the need for water-dependent and water-related facilities, including marinas, along shoreline areas. Such component must include the strategies that will be used to preserve recreational and commercial working waterfronts as defined in s. 342.07.	Need to incorporate Marinas.
(h) Designation of coastal high-hazard areas and the criteria for mitigation for a comprehensive plan amendment in a coastal high-hazard area as defined in subsection (8). The coastal high-hazard area is the area below the elevation of the category 1 storm surge line as established by a Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model. Application of mitigation and the application of development and redevelopment policies, pursuant to s. 380.27(2), and any rules	Need to update CHHA definition to include language for the newly adopted Coastal A Zone and add the LiMWA line to the CHHA map. The LiMWA is a generalized line that further subsects the CHHA and impacts the development and redevelopment of the current CHHA.

Attachment: Table indicating statutory changes reflected in amendment (12908 : 5:01 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR)

adopted thereunder, shall be at the discretion of local government.	
163.3177 Required and optional elements of comprehensive plan; studies and surveys.	**Comprehensive Plan Deficit CH. 3**
3. Current and projected needs and sources for at least a 10-year period based on the demands for industrial, agricultural, and potable water use and the quality and quantity of water available to meet these demands shall be analyzed. The analysis shall consider the existing levels of water conservation, use, and protection and applicable policies of the regional water management district and further must consider the appropriate regional water supply plan approved pursuant to s. 373.709, or, in the absence of an approved regional water supply plan, the district water management plan approved pursuant to s. 373.036(2). This information shall be submitted to the appropriate agencies.	Currently the Plan cites the WRWSA. CC is now part of the SWFWMD RWSP as part of the Northwest SWFWMD region. Need to incorporate language reflecting inclusion in and cooperation with the RWSP. The most recent 10-year update to the SWFWMD NW Region RWSP was approved in November 2020. The new study will be reviewed and incorporated into the CC Water Master Plan for Citrus County Utilities.

Attachment: Table indicating statutory changes reflected in amendment (12908 : 5:01 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR)

Updates and additions

Conservation Element (Chapter 3):

- Pp. 3-96 The County ~~should~~ will continue to ~~assist the~~assist the district in the implementation of the Regional Water ~~Shortage~~ Supply Plan. In 1997, the Florida Legislature significantly amended Chapter 373, F.S., to include specific regional water supply planning requirements for the Water Management Districts (WMDs). The statutes were revised to require the preparation of a Districtwide Water Supply Assessment; the designation of one or more water supply planning regions within each district; and the preparation of a Regional Water Supply Plan (RWSP) ~~for any planning regions where sources of water were determined to be inadequate to meet future demands.~~ The statute requires the reassessment of the need for a RWSP every five years, and that each RWSP shall be based on a minimum 20-year timeframe (Section 373.0361, F.S.). In response to the amended statutes, the District completed a Water Supply Assessment in 1998 that quantified water supply needs through the year 2020 and identified areas where future demand could not be met with traditional groundwater sources (SWFWMD, 1998). A 2020 update to the RWSP is forthcoming and an update to Citrus County's water supply plan will be completed. In addition, the County should provide specific measures for local concerns and conservation programs.

- **Objective 3.7** The County, with ~~assistance~~ direction from the ~~WRWSA~~ RWSP and assistance of SWFWMD, shall maintain estimates, project demands, and available water supplies for the planning period.

- **Policy 3.7.1** The County shall establish a program in coordination with the SWFWMD and the ~~WRWSA~~ RWSP to estimate and project needs and sources for a ten-year period based on the demands for use and the quantity and quality of water available to meet demands.

- **Objective 3.8** The County shall implement water conservation and reuse options using the policies and techniques as outlined in the 10 year Regional Water Supply Plan ~~Water Supply Facilities Work Plan.~~

Coastal Lakes and River Management Element (Chapter 4):

- Coastal High Hazard Area (CHHA) maps and definition 163.3178 (2) (h)

Attachment: Strike-thru and underline draft text (12908 : 5:01 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR) Amendments)

- **Definition**: "Coastal High Hazard Area" (CHHA): The coastal high-hazard area is the area below the elevation of the category 1 storm surge line as established by a Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model. (Florida Statutes, Section 163.3178) These Special Flood Hazard Areas (SFHAs) along the coasts have additional hazards due to wind and wave action. These areas are identified on current Flood Insurance Rate Maps (FIRMs) as zones V and VE. In 2021 Citrus County Coastal FIRM flood maps were updated to include a line called the Limit of Moderate Wave Action (LiMWA). The LiMWA marks the inland limit of the "Coastal A Zone"— the part of the coastal SFHA referenced by building codes and standards where wave heights can be between 1.5 and 3 feet during a base flood event.

- "Sea Level Rise" An increase in sea level caused by a change in the volume of the world's oceans and changes in local ground elevations. Sea level rise leads to increased frequency and depth of flooding in coastal areas. (FEMA Coastal Flood Risk Study)"

- **Policy 4.10.3** The Coastal High Hazard Area shall incorporate all lands and waters which lie within the Category 1 Hurricane Evacuation Zone. Such area is generally based upon the surge zone as depicted in the ~~2010 Statewide Regional Evacuation Study, Withlacoochee Region (SRES)~~2014 Citrus County Evacuation Zone Map. The Coastal High Hazard Area boundary and the Limit of Moderate Wave Action (LiMWA) shall be shown on the Land Development Code Atlas.

- **Policy 4.10.4** ~~Reserved~~ New development, redevelopment, and infrastructure in vulnerable areas shall use best management practices to address sea level rise.

- Policy 4.10.4B In order to reduce flood risk from, or associated with, the impacts related to sea-level rise, Citrus County will continue to promote the use of the development and redevelopment principles, strategies and engineering solutions contained in the Florida Building Code and the Land Development Code.

- **Policy 4.10.6** The County shall relocate or replace infrastructure located in the Coastal High Hazard Areas to limit public losses from various events including, but not limited to, storm damage, hurricanes, severe flooding, Sea Level Rise, abandonment of facilities and/ or structures, and tornadoes.

- **Water-dependent Land Uses**
- **Objective 4.5** Recreational and working waterfronts including water dependent and water-related land uses have priority over all other land uses with exception to conservation, along shoreline areas. The ~~Generalized~~ Future Land Use Map (~~,~~FLUM) shall contain designated areas for coastal water-dependent and water-related land uses.

Attachment: Strike-thru and underline draft text (12908 : 5:01 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR) Amendments)

- **Public Access**
- **Objective 4.12** Increase public access to Coastal, Lakes, and River shoreline areas. A public access study shall be completed ~~by 2009~~.

- **Policy 4.14.1** The County shall develop joint planning and management programs with the Cities of Crystal River, Inverness, Yankeetown, Inglis, and Dunnellon and the Counties of Hernando, Marion, Sumter, and Levy to:
    - Ensure adequate preservation of recreational and commercial working waterfronts including water-dependent and water-related land uses
    - Prevent water pollution
    - Control and retrofit stormwater runoff and inadequate facilities
    - Protect living marine resources
    - Reduce exposure to natural hazards
    - Ensure public access

- **Evacuation**
- Evacuation data in Chapter 4 has been updated throughout to reflect the removal of the Withlacoochee Regional Planning Council data from 2004.
- The current Maps and tables were updated to reflect the correct source Citrus County GIS and Office of Emergency Management, and the date of 2014.
- GIS received updated Surge Data from Tampa Bay RPC in late 2020.
- When the newly received data and analysis has been finalized and the new maps and data tables are created, they will be incorporated into the Comprehensive Plan.

Attachment: Strike-thru and underline draft text (12908 : 5:01 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR) Amendments)

review standards are contained in the LDC for the protection and preservation of significant sites.

4. Resource Protection

Currently, only Yulee Sugar Mill Ruins and Crystal River Indian Mounds are protected by Federal status (refer to Recreation and Open Space Element for location). This protection status is referred to as the National Register of Historic Sites and Places (National Historic Preservation Act of 1966 - P.L. 87-665 and Executive Order 11593).

All other sites are protected by the review standards contained in the LDC. The Florida Archives and History Act, Section 267, F.S., provides misdemeanor penalties for appropriating, destroying or altering an archaeological site on State lands without permission. In addition, Section 380, F.S., provides a measure of protection through the Development of Regional Impact Review process.

E. Hurricane Evacuation

1. Current Program

The current program for planning, managing, and enforcing Hurricane Evacuations is administered by the Sheriff's Department, Office of Emergency Management. The roles and responsibilities of each County department are defined in the Citrus County Emergency Operations Plan.

Authority for implementation of emergency management procedures is provided in an ordinance adopted by the Board of County Commissioners (BCC). The Citrus County Emergency Procedures Ordinance was adopted on May 28, 1991 (Ordinance No. 91-04) pursuant to Ch. 252 Florida Statutes. It addresses natural or man-made disasters, emergencies, designation of authority and succession, and empowers the designation of a local state of emergency.

Specifically, Ord. 91-04 authorizes emergency measures including:

- Expenditure of funds, distribution materials and supplies
- Provide emergency assistance to victims of any emergency
- Direct and coordinate plans and programs for emergency management
- Appoint personnel for assistance
- Established emergency operation centers
- Request for state assistance
- Waive procedures for appropriation and expenditure of public funds, employment, acquisition of supplies, equipment and materials

Attachment: Strike-thru and underline draft text (12908 : 5:01 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR) Amendments)

2. Coastal Evacuation

The information in this section is taken from the ~~*2010 Statewide Regional Evacuation Study: Withlacoochee Region (SRES* *2014 Evacuation Zone Map)*~~ prepared by ~~the Withlacoochee Regional Planning Council (WRPC) and the Florida Division of Emergency Management~~Citrus County Office of Emergency Management and GIS. This report, which replaces the *WRPC Hurricane Evacuation Study (2004)*, contains updated population and land use data and represents a quantitative, statewide standardized study across Florida. The major components of the study include an analysis of hazards, vulnerability, demographics, behavioral factors, transportation, and other factors important to emergency preparedness. The ~~SRES~~ forthcoming 2020 Evacuation study conducted by the Tampa Bay Regional Planning Council (TBRPC) ~~Evacuation Map~~ will contain~~s~~ an updated detailed analysis of potential evacuation from coastal storms and hurricanes, inland flooding, and wildfires. The complete ~~SRES~~ Evacuation Zone data ~~report is~~ will be placed on file in the Department of ~~Planning and Development~~ Growth Management and GIS.

a. Hurricane Hazards

The principal tool used to predict the expected hazards from hurricanes affecting the region is the Sea, Lake and Overland Surges from Hurricanes (SLOSH) numerical storm surge prediction model. The SLOSH model predicts the storm surge heights that result from hypothetical hurricanes with selected various combination of pressure, size, forward speed, track, and winds. Additional technical information on the hurricane analysis models can be found in the SRES report which also provides a description of the various hazards from hurricanes including high wind speeds, storm surge on the coastline, and freshwater flooding.

The intensity of a storm is measured by the Saffir-Simpson scale of hurricane intensities. Refer to Table 4-2, Saffir-Simpson Hurricane Wind Scale. Tropical storm winds range from 39 to 73 mph. A tropical storm becomes a hurricane when the one-minute average speed of 74 mph is reached. Damage from high wind increases exponentially for each storm category. Any hurricane force wind can create a significant amount of structural, agricultural, or projectile damage. Tornadoes are another hazard spawned by high wind conditions. Mobile homes are particularly vulnerable to damage from high winds.

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TABLE 4-2
SAFFIR-SIMPSON HURRICANE WIND SCALE

Hurricane Category	Sustained Wind Speeds	Potential Damage
1	74-95 mph	Very dangerous winds will produce some damage
2	96-110 mph	Extremely dangerous winds will cause extensive damage
3	111-130 mph	Devastating damage will occur
4	131-155 mph	Catastrophic damage will occur
5	156 mph and above	Catastrophic damage will occur

Source: Withlacoochee Regional Planning Council, 2010 Statewide Regional Evacuation Study
Prepared by: Citrus County Geographic Resources and Community Planning Division, 2014

Storm surge is a potential threat on the coastline of Citrus County. The SLOSH analysis indicates that a storm surge could affect properties a distance of up to 10.5 miles from the coastline. Populated areas that are subject to possible storm surge include the City of Crystal River, Chassahowitzka, Ozello, and Homosassa.

Freshwater flooding is also a potential problem in a hurricane event because a storm can bring up to 6 to 12 inches of rainfall in a 24-hour period causing widespread flooding. Such flooding can block evacuation routes in advance of the storm, and create barriers to safe return after the storm. Contamination to drinking water supplies is also a threat.

b. Hurricane Vulnerability

As part of the regional study, all coastal areas were mapped using remote-sensing LIDAR (Light Imaging Detection and Ranging). The SLOSH model was used to predict the magnitude of storm surge for various scenarios of storm strengths and directions and to map storm surge inundation areas. Refer to Figure 4-4. Based on these areas of inundation, evacuation zones were established, the population at risk was determined for various hurricane intensities, and the facilities vulnerable to hurricane related flooding were identified.

The population at risk is defined as the number of persons that must be evacuated from the hazards of a tropical storm or hurricane. Using the SLOSH model, the entire population in the potential storm tide area is calculated and then classified according to five evacuation levels (evacuation levels A, B, C, D and E) that correspond to the five categories of hurricane on

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the Saffir-Simpson Hurricane Scale. The evacuation zones are defined by the Citrus County Office of Emergency Management based on the expected inundation areas and logical boundaries. All mobile homes and RV units are considered at risk even in areas not vulnerable to storm tide because they are vulnerable to hurricane force winds. Potential storm tide heights were also estimated as shown in Table 4-3.

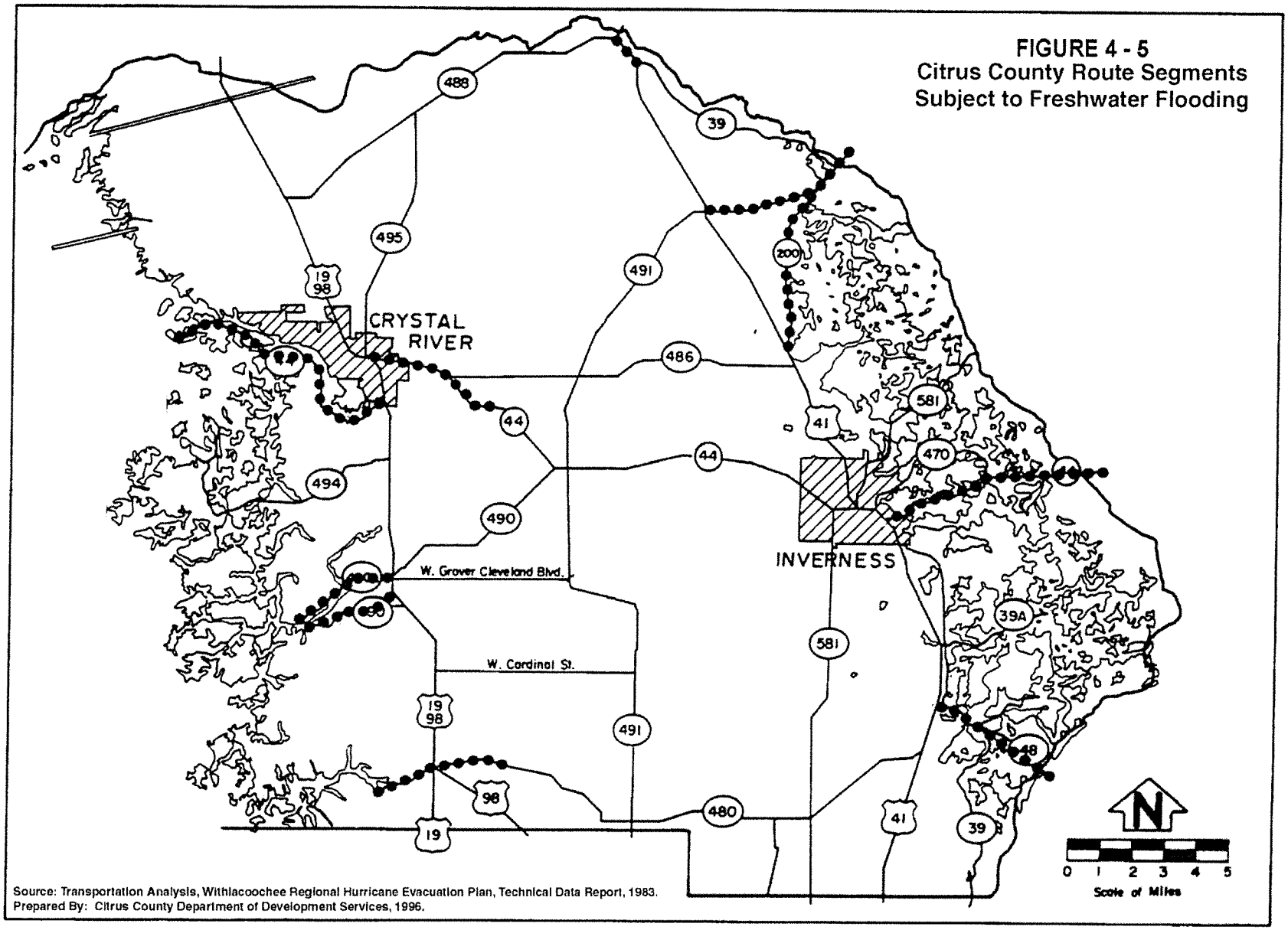
In every evacuation there are residents who choose to evacuate even though they are not located in a surge vulnerable area or in a mobile home or RV. The phenomenon is termed "shadow evacuation" and has been documented in behavioral studies on hurricane evacuation. There are also a percentage of the population at risk that do not evacuate even though they are deemed to be at risk. The *2010 Statewide Regional Evacuation Study, Withlacoochee Region (SRES)* contains planning assumptions to assist in development of anticipated evacuating populations under different storm scenarios. For planning purposes, the "Base Scenario" is used which represents 100% participation of population at risk plus "shadow evacuation". The Base Scenario is considered the "planning scenario", and is the more conservative estimate which will be used for growth management purposes. According to the SRES, the difference between the population at risk and the actual evacuating population can be as much as 20% to 40%.

TABLE 4-3
POTENTIAL STORM TIDE HEIGHT
CITRUS COUNTY
(IN FEET ABOVE NAVD88)

Storm Strength Category	Potential Storm Tide Height
1	4.8-10.8
2	12.4-19.9
3	19.0-25.1
4	25.5-32.3
5	30.1-41.3

Source: Withlacoochee Regional Planning Council, 2010 Statewide Regional Evacuation Study, Table IV-1.
Prepared by: Citrus County Geographic Resources ~~and Community Planning Division, 2012~~2014

Attachment: Strike-thru and underline draft text (12908 : 5:01 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR) Amendments)



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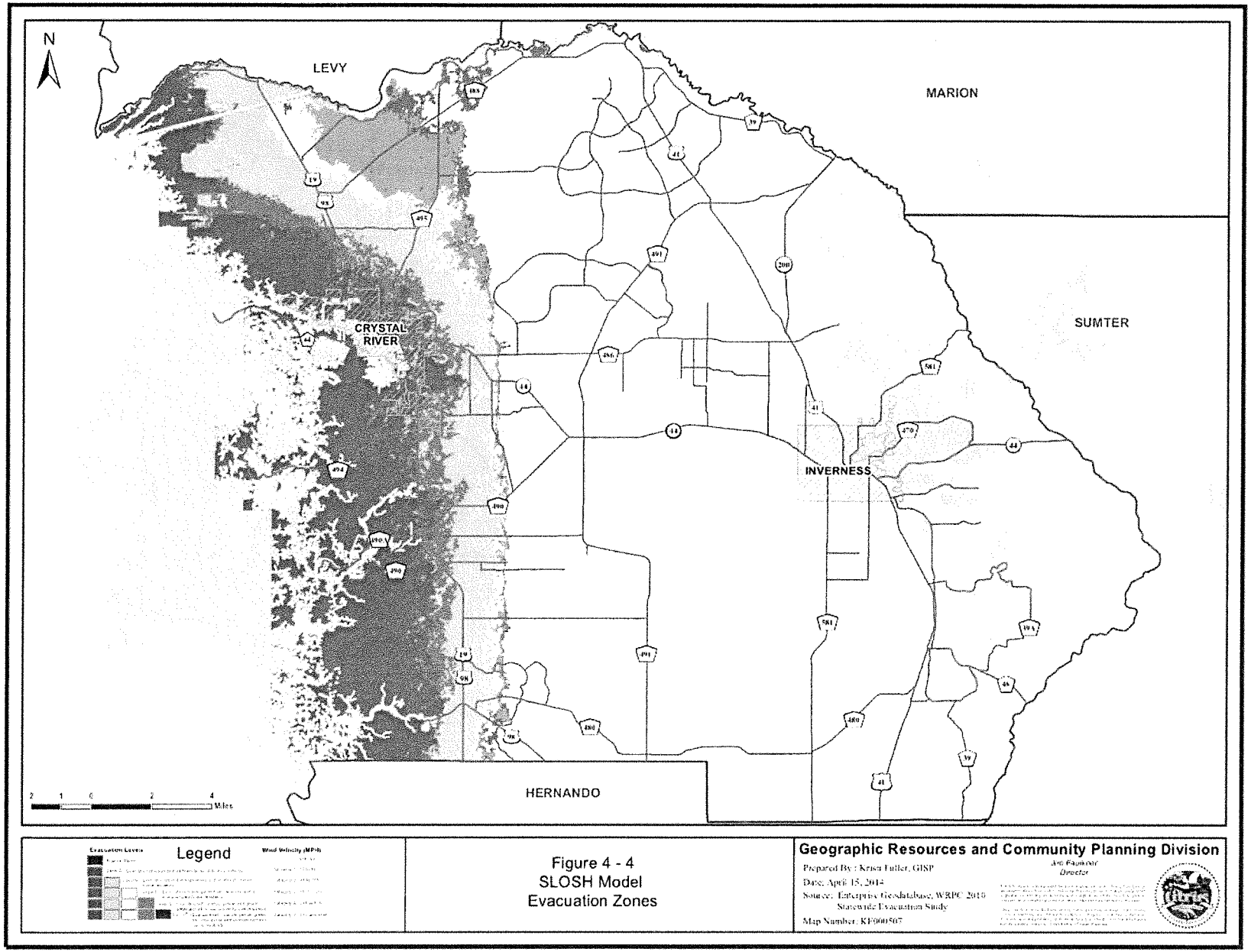

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c. Roadway Network and Clearance Times

The hurricane evacuation routes involve all the major roadways in Citrus County and are shown in Figure 4-6. The regional road network is also presented in Figure 4-6.

With the onset of a storm there is danger from both surge and freshwater flooding. Because roadways are the main concern for residential evacuation, the elevation of the roads along with the depth of water that can possibly occur is important. This information can provide the emergency manager with a tool to order evacuations in a timely manner. Evacuation routes that will easily deteriorate due to surge or freshwater flooding may be subject to early closures and rerouting.

Citrus County's coastal lowlands provide for a large number of roads that could be affected by surge flooding. The County's extensive coastal keys create a large area for surge inundation. The eastern boundary of the county will experience the greatest amount of freshwater flooding within Lake Tsala Apopka's broad reach. Each of the roads in Table 4-5 is expected to be inundated with water. (Information based on FEMA Flood Insurance Rate Maps.)

The WRPC has conducted extensive analysis of the regional road network and has used a transportation model to determine the trip generation/distribution of evacuation trips and the resulting clearance times. Calculated clearance times are used by emergency managers to help determine when to order an evacuation order. Clearance time is the time required for evacuees to secure their homes and prepare to leave, then spent by all vehicles traveling along the evacuation route network, and the additional time spent on the road caused by traffic road congestion. For Citrus County in the 2015 time period, the clearance time to shelter ranges from 12.5 hours to 14.0 hours depending on the evacuation level required. The regional clearance time is between 14.5 and 20.0 hours. Refer to Table 4-4, 2015 Clearance Time for Base Scenario.

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TABLE 4-4
2015 CLEARANCE TIMES FOR BASE SCENARIO (HOURS)
CITRUS COUNTY

	Evacuation Level A	Evacuation Level B	Evacuation Level C	Evacuation Level D	Evacuation Level E
Clearance time to shelter	12.5	13.0	13.0	14.0	14.0
In-County Clearance Time	13.5	13.5	14.5	16.5	19.0
Out of county Clearance Time	13.5	14.0	14.5	17.5	19.0
Regional Clearance Time	14.5	14.5	15.5	18.5	20.0

Source: Withlacoochee Regional Planning Council, 2010 Statewide Regional Evacuation Study, Table ES-12.
Prepared by: Citrus County Geographic Resources and Community Planning Division, 2014

Note:
Base scenario, 2015
This information is valuable for the emergency officials and the FDOT in improving the flow of evacuation traffic. For example, it can be used to adjust the traffic signal timing patterns to provide maximum green time for evacuating vehicles. Fuel requirements along major routes can be estimated, and intelligent transportation system technology can be deployed to provide better monitoring and notification of traffic conditions.

Attachment: Strike-thru and underline draft text (12908 : 5:01 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR) Amendments)

TABLE 4-5
CRITICAL ROADWAY LOCATIONS

US 19 from CR 488/Dunnellon Road to out of county (Cross Florida Barge Canal)

SR 44/Gulf to Lake Highway from intersection with CR490/Homosassa Trail to CR491/Lecanto Highway

SR 200 from CR491/Lecanto Highway out of County

US 19 from CR44 to SR 44/5 Street (northbound into Crystal River)

US 19 from SR 44/5 Street to CR 495/Citrus Avenue (downtown Crystal River)

US 19 from CR495/Citrus Avenue to CR 488/Dunellon Road (northbound out of Crystal River)

SR 44/Gulf to Lake Highway from CR 581/Pleasant Grove Road to US 41 (Inverness)

US 41 from SR 44/Gulf to Lake Highway to intersections with SR 44 eastbound traffic (Inverness)

SR 44/Gulf to Lake Highway from US 41 to out of county and I-75

Source: ~~Withlacoochee Regional Planning Council, Withlacoochee Hurricane Evacuation Study, 2004~~.
Withlacoochee Regional Planning Council, 2010 Statewide Regional Evacuation Study
Prepared by: Citrus County Division of ~~Community Development~~ GIS, ~~2004~~ 2014.

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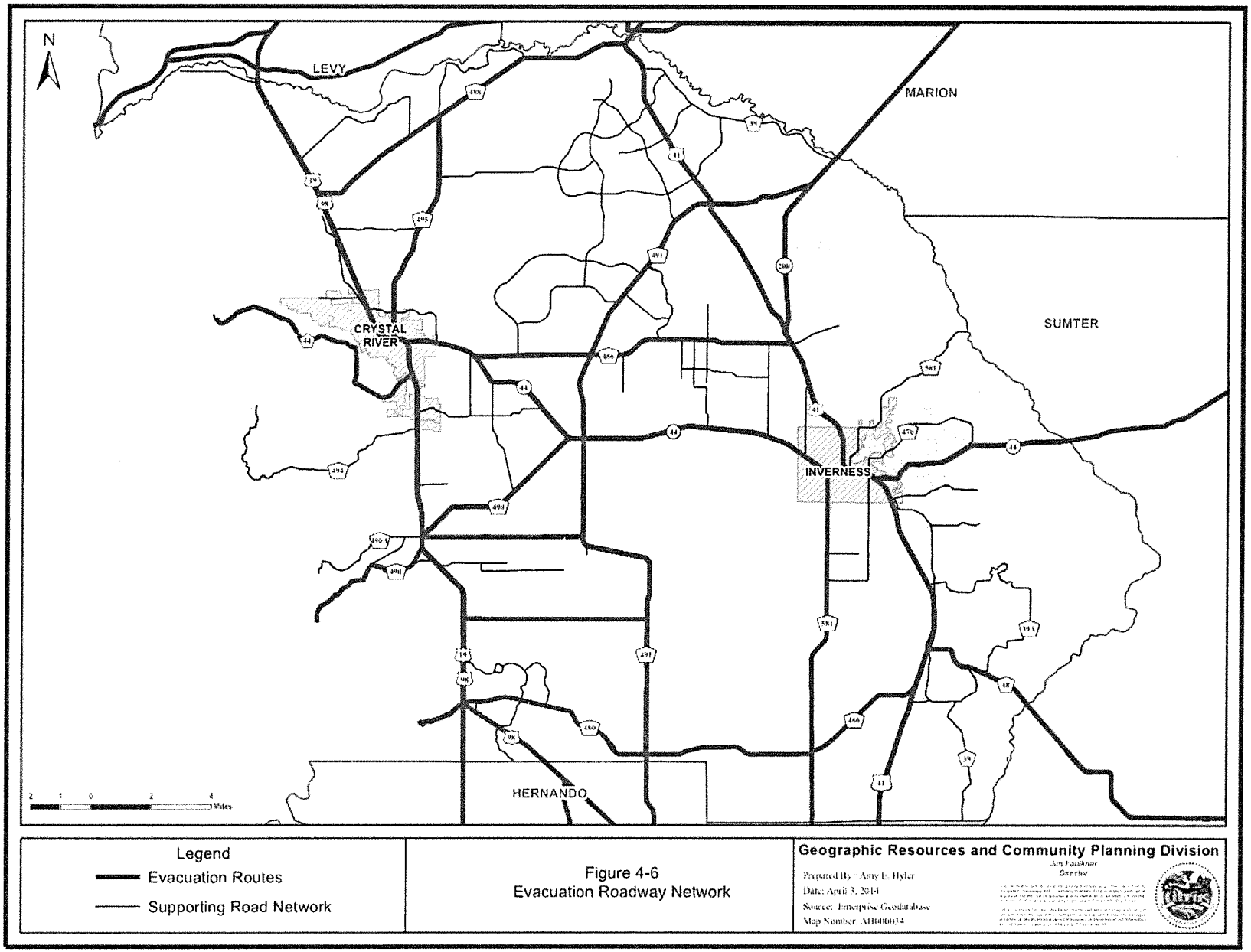

Figure 4-6 Evacuation Roadway Network

Attachment: Strike-thru and underline draft text (12908 : 5:01 p.m. CPA-21-05 – Evaluation and Appraisal

d. Housing and Population Data

Census data on population and housing were used in conjunction with Geographic Information Systems (GIS) to map the location of the population at risk. It is assumed that persons living in areas flooded by storm surge should be evacuated. This includes permanent residents, in single family, multifamily, and mobile home units, as well as, tourists staying in hotels/motels, condominiums, and rental units in storm surge vulnerable areas. In Evacuation Zone A, an estimated 23,042 persons are at risk residing in site built and mobile homes. Refer to Table 4-6.

TABLE 4-6
2015 POPULATION-AT-RISK
FROM HURRICANES BY EVACUATION LEVEL
CITRUS COUNTY

	Evacuation Zone A	Evacuation Zone B	Evacuation Zone C	Evacuation Zone D	Evacuation Zone E
Site Built Homes	16,100	8,268	1,445	3,549	2,144
Mobile/Manuf. Homes	6,942	4,802	976	1,238	792
Total	23,042	13,070	2,421	4,787	2,936

Source: Withlacoochee Regional Planning Council, 2010 Statewide Regional Evacuation Study, Table IV-6.
Prepared by: Citrus County Geographic Resources and Community Planning Division, 2014
Note:
Population figures are not inclusive, meaning figures listed for a higher zone are not included in the lower zone.

e. Shelter Capacity

The emergency shelter inventory for Citrus County is comprised of public schools, churches, and public buildings. Refer to Table 4-7. Only a small percentage meets the American Red Cross Standards (ARC) for shelter construction. Table 4-7 provides the location of the Citrus County Special Needs Shelters. The hotel availability is also shown in Table 4-8.

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TABLE 4-7
CITRUS COUNTY EVACUATION SHELTERS

NAME	ADDRESS	CITY	PET FRIENDLY	SPECIAL NEEDS
PRIMARY SHELTERS				
Central Ridge Elementary	185 W. Citrus Springs Blvd.	Citrus Springs	No	No
Citrus High School	600 W. Highland Blvd	Inverness	No	No
Citrus Springs Elementary School	3570 W. Century Blvd	Citrus Springs	No	No
Citrus Springs Middle School	150 W. Citrus Springs Blvd.	Citrus Springs	No	No
Crest School	2600 S. Panther Dr.	Lecanto	No	No
Floral City Elementary School	8457 E. Marvin Street	Floral City	No	No
Forest Ridge Elementary School	2927 N. Forest Ridge Blvd.	Hernando	No	No
Hernando Elementary School	2353 N. Croft Road	Hernando	No	No
Inverness Middle School	1000 Middle School Dr.	Inverness	No	No
Inverness Primary School	206 S. Line Street	Inverness	No	No
Lecanto High School	3810 W. Educational Path	Lecanto	No	No
Lecanto Middle School	3800 W. Educational Path	Lecanto	No	No
Lecanto Primary School	3790 W. Educational Path	Lecanto	Yes	No
Pleasant Grove Elementary	630 Pleasant Grove Road	Inverness	No	No
Renaissance Center	3630 W. Educational Path	Lecanto	No	Yes
Rock Crusher Elementary	814 S. Rock Crusher Road	Homosassa	No	No
Withlacoochee Technical Institute	1201 W. Main Street	Inverness	No	No

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TABLE 4-7 - continued
CITRUS COUNTY EVACUATION SHELTERS

NAME	ADDRESS	CITY	PET FRIENDLY	SPECIAL NEEDS
SECONDARY SHELTERS				
Beverly Hills Lions Club	72 Civic Circle	Beverly Hills	No	No
Calvary Chapel Inverness	960 S. US Hwy 41	Inverness	No	No
Central Florida Community College	3800 S. Lecanto Hwy.	Lecanto	No	No
First Assembly Church	4201 S. Pleasant Grove Road	Inverness	No	No
First Baptist Church	8545 E. Magnolia	Floral City	No	No
First Baptist Church of Crystal River	700 N. Citrus Avenue	Crystal River	No	No
First Baptist Church of Inverness	123 S. Seminole Avenue	Inverness	No	No
First Christian Church	1005 Hillside Court	Inverness	No	No
First Lutheran Church	1900 W. Highway 44	Inverness	No	No
First Presbyterian Church	206 Washington Avenue	Inverness	No	No
First United Methodist Church of Inverness	3896 S. Pleasant Grove Rd.	Inverness	No	No
Floral City Community Center	8370 E. Orange Avenue	Floral City	No	No
Good Shepherd Lutheran Church	439 E. Norvell Bryant Hwy.	Hernando	No	No
Highlands Emergency Center	4325 S. Little Al Point	Inverness	No	No
Hope Evangelical Lutheran Church	9425 N. Citrus Springs Blvd.	Citrus Springs	No	No
Main Street Baptist Church	960 S. Highway 41	Inverness	No	No
Mt. Olive Missionary Baptist Church	2105 N. Georgia Rd.	Crystal River	No	No
New Church Without Walls	3962 N. Roscoe Rd.	Hernando	No	No
Our Lady of Fatima	550 S. Highway 41	Inverness	No	No
Riverside Christian Church	7771 N. Carl G. Rose Hwy	Hernando	No	No
St. Elizabeth Anne Seton Hall	1180 Country Club Blvd.	Dunnellon	No	No
St. Margaret Episcopal Church	114 N. Osceola Avenue	Inverness	No	No
V.F.W. Leroy Rooks	1930 S. Highway 200	Hernando	No	No

Source: Citrus County Sheriff's Office, Emergency Management
Prepared by: Citrus County Geographic Resources and Community Planning Division, 2014

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TABLE 4-8
HOTEL AVAILABILITY
IN HURRICANE EVACUATION SCENARIOS

Storm Surge Area Category	Room Availability
Tropical Storm	695
1	108
2	16
3	77
4	9
5	0
TOTAL	**905**

Source: Withlacoochee Regional Planning Council, Withlacoochee Hurricane Evacuation Study, 2010
Prepared by: Citrus County Geographic Resources and Community Planning Division, 2014

3. Shelter Capacity Needs Assessment

As required by Statute, the Florida Department of Community Affairs has prepared a Statewide Emergency Shelter Plan. (Section 235.26(8)(b) Florida Statutes). This plan is updated biennially to address current availability of shelter space for each county and submitted to the Governor and Cabinet for approval.

Shelter space is identified as two categories: At Risk Shelters are used for persons within the county that need to remain in a shelter throughout a storm event. These shelters are designed to meet the standards of ARC 4496 Shelter Criteria. (American Red Cross) Host Shelters are ones that may be opened in an event that calls for mass evacuation from another area of the State. These shelters do not have to meet the rigid criteria of ARC 4496 to withstand hurricane force winds. Host or other non-ARC 4496 approved shelters may also be used when a localized event occurs such as flooding or evacuation due to a fire or hazardous material spill.

Shelters typically are schools and other publicly owned buildings. If new construction is not designed to meet the ARC 4496 requirements, we must retrofit existing buildings to meet these standards. The cost of retrofitting a structure is often higher and the project more difficult than if the work is done during original construction. In addition, one rarely achieves the highest capacity when retrofitting and often falls short of funding for necessary things such as generators.

According to the *2010 Statewide Regional Evacuation Study, Withlacoochee Region (SRES)*, Citrus County has a public shelter capacity of 4,750 persons. The 2015 projected demand for shelter for Evacuation Zone A (Category 1 hurricane) will create a demand for 5,078 persons, a deficit of 328 persons. Of course, more intense storms will result in larger areas being evacuated and create a greater demand for shelter. Refer to Table 4-9.

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TABLE 4-9
PUBLIC SHELTER DEMAND
FOR HURRICANE EVACUATION
BASE SCENARIOS 2015, CITRUS COUNTY

County	Capacity	A	B	C	D	E
Citrus	4,750	5,078	5,385	7,513	12,478	13,716

Source: Withlacoochee Regional Planning Council, 2010 Statewide Regional Evacuation Study, Table V-10a.
Prepared by: Citrus County Geographic Resources and Community Planning Division, 2014

People with special needs are the handicapped, disabled, hearing and visually impaired, and others requiring special assistance. The Citrus County Sheriff's Department, Office of Emergency Management is responsible for overall direction and control of evacuation procedures and for an orderly, coordinated evacuation for persons with special needs. Specifically, this office provides for the identification, public information, warning, evacuation, sheltering, and recovery operation for people with special needs. To facilitate the evacuation process, a roster of such persons is maintained and assistance is provided with transportation.

Specific strategies have been developed in the policy section of this element to reduce the existing shelter deficit, and to meet the future demands for adequate shelter capacity. The policy section contains specific requirements for hurricane shelters in both mobile home parks and mobile home subdivisions, which meet the requirements of ARC 4496. In addition, a policy supporting the establishment of a hurricane mitigation fund is created to assist in providing the resources needed for hazard mitigation projects identified in the *Local Mitigation Strategy*.

The County will continue efforts to reduce hurricane evacuation times through implementation of controls on land use density in the coastal area. In addition, proposed development projects in the hurricane vulnerable area will be reviewed using a traffic-modeling program to assure that emergency evacuation times are not increased.

F. Post Disaster Planning and Coastal High-Hazard Areas

The Coastal High Hazard Area (CHHA) is defined in Chapter 163 Florida Statutes:

The coastal high-hazard area is the area below the elevation of the category 1 storm surge line as established by a Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model. [Ch. 163.3178]

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The map reflects a worst-case scenario of hurricane storm surge inundation at mean-high tide. It shows the maximum surge expected to occur regardless of the storm track or direction of the hurricane. Unless otherwise indicated, all references to the "Coastal High Hazard Area" in this plan refer to the Category 1 storm surge line as defined in Ch. 163.3178 Florida Statutes. The extent of the CHHA for Citrus County is shown in Figure 4-7.

Local level of service planning requirements for evacuation time have been established in Florida Statutes and are shown below. The 16-hour Out of County evacuation time is also referenced in Policy 4.9.3 of this Chapter.

(9)(a) A proposed comprehensive plan amendment shall be found in compliance with state coastal high-hazard provisions if:

1. *The adopted level of service for out-of-county hurricane evacuation is maintained for a category 5 storm event as measured on the Saffir-Simpson scale; or*
2. *A 12-hour evacuation time to shelter is maintained for a category 5 storm event as measured on the Saffir-Simpson scale and shelter space reasonably expected to accommodate the residents of the development contemplated by a proposed comprehensive plan amendment is available; or*
3. *Appropriate mitigation is provided that will satisfy subparagraph 1. or subparagraph 2. Appropriate mitigation shall include, without limitation, payment of money, contribution of land, and construction of hurricane shelters and transportation facilities. Required mitigation may not exceed the amount required for a developer to accommodate impacts reasonably attributable to development. A local government and a developer shall enter into a binding agreement to memorialize the mitigation plan.*

(b) For those local governments that have not established a level of service for out-of-county hurricane evacuation by July 1, 2008, by following the process in paragraph (a), the level of service shall be no greater than 16 hours for a category 5 storm event as measured on the Saffir-Simpson scale.

(c) This subsection shall become effective immediately and shall apply to all local governments. No later than July 1, 2008, local governments shall amend their future land use map and coastal management element to include the new definition of coastal high-hazard area and to depict the coastal high-hazard area on the future land use map.

[Ch. 163.3178]

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Figure 4-7 Coastal High Hazard Area

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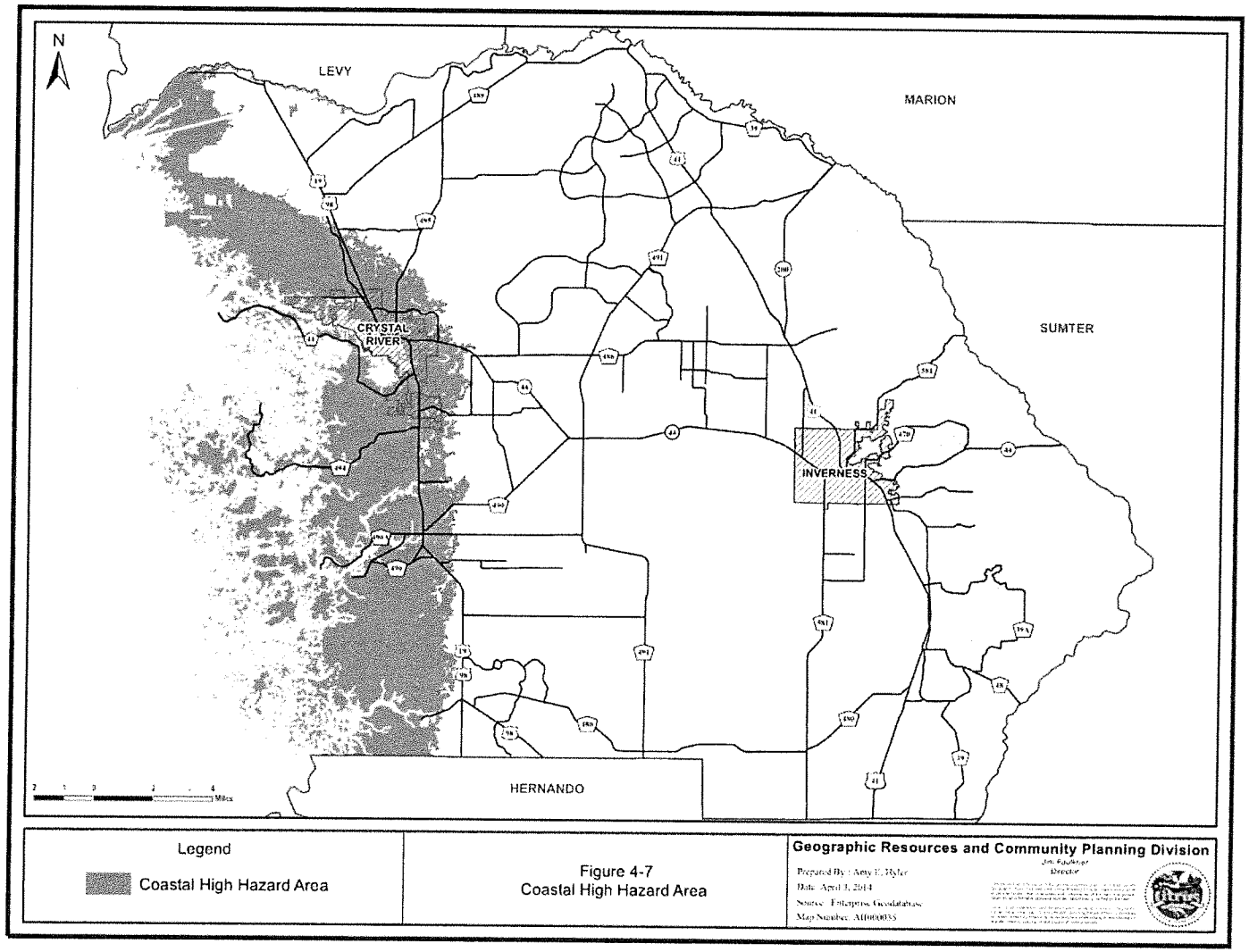

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1. Inventory of Facilities

A detailed inventory of public access facilities is provided in the Recreation and Open Space Element. This inventory (Table 2-1) details the facility types and opportunities provided by shoreline and water use access sites. Figures 2-3 and 2-5 in the Recreation and Open Space Element illustrate the location of each site within Citrus County and the City of Crystal River.

2. Access Demand and Needs

The coastal area offers many recreational opportunities; however, the public is often precluded from these opportunities. Table ~~4-12~~ 4-10 summarizes coastal shoreline access. This summary is not limited to saltwater areas due to the nature of the County's coastal area and the access provided by the four coastal rivers.

Saltwater beach access in the County cannot be treated similar to other areas in the state due to our extremely limited resource. Saltwater beach demand is greater than the available supply. The County's only saltwater beach is located at Fort Island Gulf Beach. This site has been slated for expansion within the Recreation and Open Space Element. This proposed expansion, if permitted, may be the only site available for current and future saltwater beach locations. Any expansion of saltwater beach areas will require dredging and filling activities, which are not consistent with marine resource protection policies.

Freshwater beach locations are limited by the wetlands associated with the springs and riverine systems of the coastal area. Currently, the only site is located at Hunter's Spring Park (City of Crystal River). Future expansions of such areas are limited by shoreline land uses and wetland areas. Analysis of needed freshwater beach areas was not conducted. If such areas are determined as needed, appropriate facilities may include swimming areas with a boardwalk access and swimming pools.

The need for fishing piers in the coastal area has been demonstrated in the Recreation and Open Space Element. However, no quantified determination of needs has been completed. The gradual slope of our coastal waters (1:6, 667) and the resultant shallow waters demonstrate that parallel shoreline boardwalks may be a better alternative to perpendicular shoreline piers.

The Fort Island Trail Park constructed in 1993/94 provides access to the Crystal River. It contains two double lane boat ramps, three boat docks, a fishing pier, rest rooms, and an administrative office. The development of this park added 1,009 feet of shoreline access (259 feet for pier and 750 feet bank access). At Fort Island Gulf Beach, a 200 ft. fishing pier has been added.

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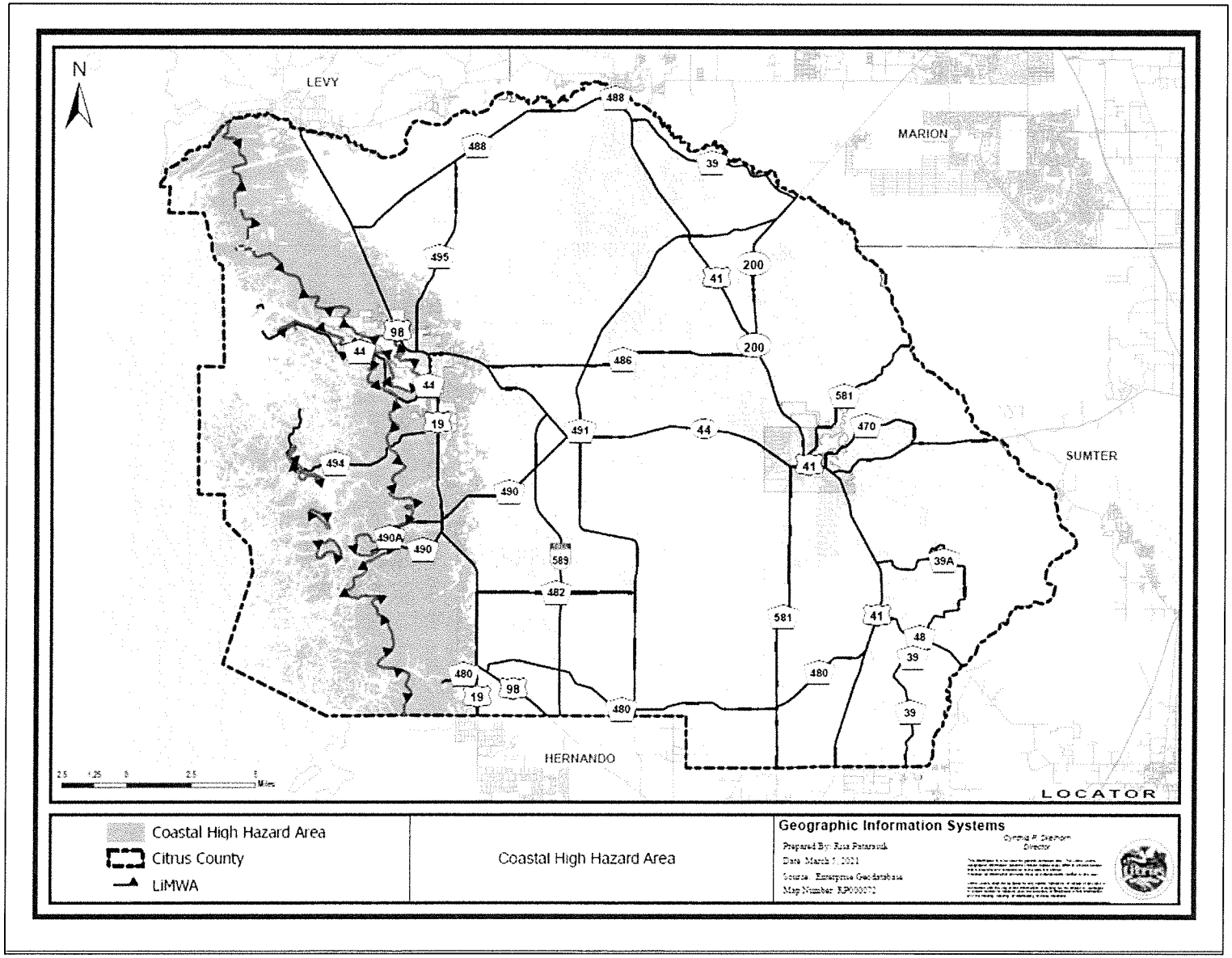

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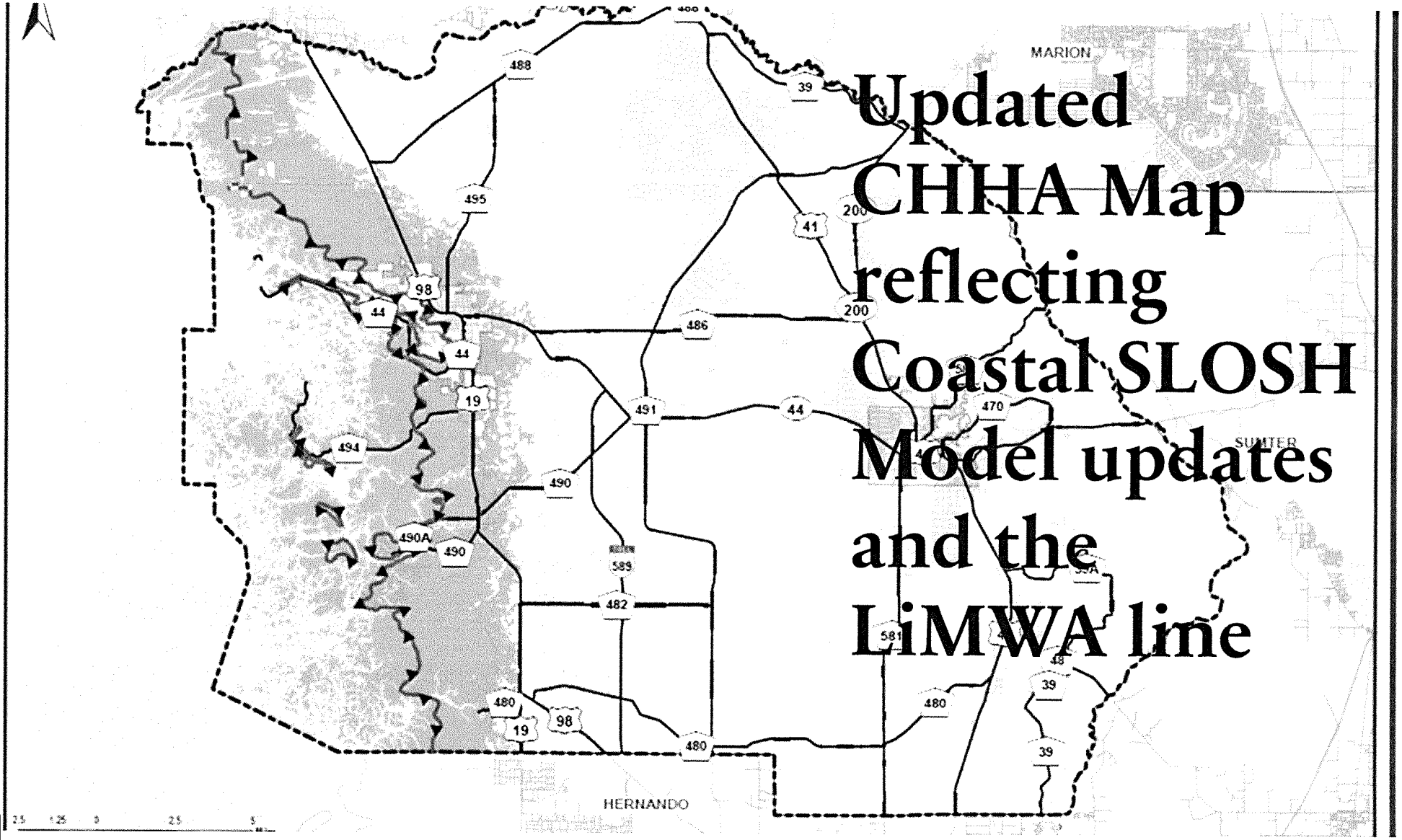
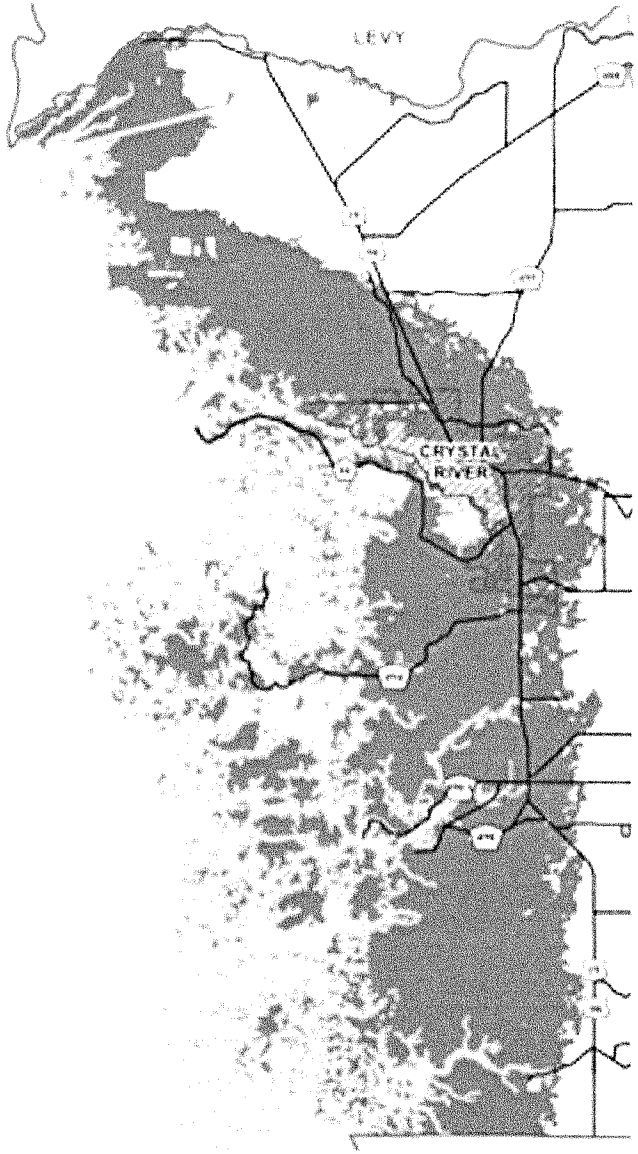
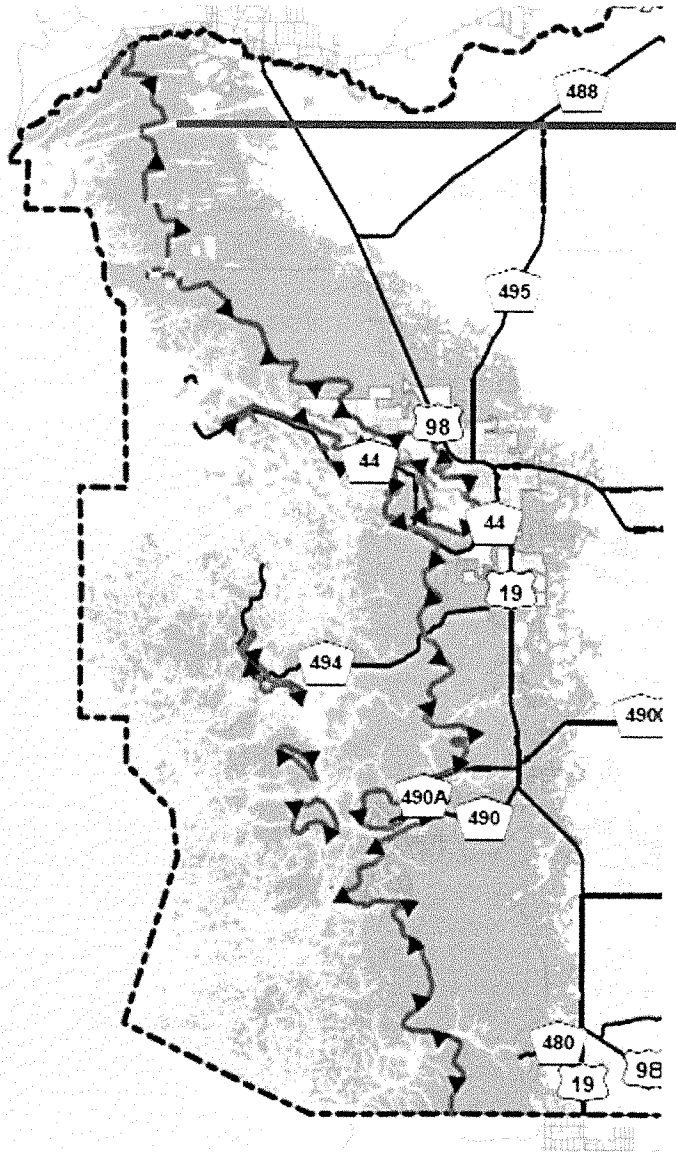

Updated CHHA Map reflecting Coastal SLOSH Model updates and the LiMWA line
MARION
SUMTER
HERNANDO
488
495
39
41
200
98
44
486
19
491
470
494
490
490A
589
482
581
480
39

Previous CHHA Map





New CHHA Map

The Citrus County LDC contains generalized wellhead protection regulations, but more site-specific protection standards utilizing all available data would afford protection that is more complete. The Homosassa Special Water District with the assistance of the Florida Rural Water Association and FDEP developed a detailed wellhead protection plan for their wells.

The increasing growth in the Tampa Bay Water area has resulted in Tampa Bay Water developing a resource plan, which identifies future water sources. This report includes areas within the Withlacoochee region and Citrus County. In order to assure protection of the region's natural resources and sufficient supply for existing and future residents the County has adopted regulations, which will prohibit out of County export unless the receiving community has exhausted all local sources. The County has also taken action to assure that all withdrawals do not have an adverse effect on the environment.

Water conservation is an important component to protecting our water supplies. There are many techniques, which can serve to reduce water consumption without drastic regulations. The County has adopted standards within the Land Development Code to encourage xeriscaping and the use of native species in landscaping. The County should continue to assist the district with their water conservation program and provide incentives for xeriscaping, reuse, and public information.

Emergency conservation of water is administrated by the SWFWMD under enabling legislation of Section 373.246, F.S. A water shortage plan was adopted as rule by the SWFWMD. This rule provides for water use restrictions and enforcement procedures.

The County ~~should~~ will continue to assist the district in the implementation of the ~~Water Shortage Plan~~. Regional Water Shortage Supply Plan. In 1997, the Florida Legislature significantly amended Chapter 373, F.S., to include specific regional water supply planning requirements for the Water Management Districts (WMDs). The statutes were revised to require the preparation of a Districtwide Water Supply Assessment; the designation of one or more water supply planning regions within each district. The statute requires the reassessment of the need for a RWSP every five years, and that each RWSP shall be based on a minimum 20-year timeframe (Section 373.0361, F.S.). In response to the amended statutes, the District completed a Water Supply Assessment in 1998 that quantified water supply needs through the year 2020 and identified areas where future demand could not be met with traditional groundwater sources (SWFWMD, 1998) In addition, the County should provide specific measures for local concerns and conservation programs.

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and adopt programs to protect natural groundwater recharge areas.

- Water Conservation

Objective 3.6	The County shall continue measures to conserve fresh water resources as defined by F.A.C.
Policy 3.6.1	The County shall adopt water conservation regulations providing recognition and/or incentives for xeric landscaping, reuse of grey and treated wastewaters, and public information.
Policy 3.6.2	The County shall adopt a water conservation ordinance and plan, which supports the SWFWMD water conservation rule and addresses local concerns.
Policy 3.6.3	The County shall support the use of treated wastewater on golf courses and other appropriate land when feasible.
Objective 3.7	The County, with ~~assistance~~ direction from the ~~WRWSA~~RWSP and assistance of SWFWMD, shall maintain estimates, project demands, and available water supplies for the planning period.
Policy 3.7.1	The County shall establish a program in coordination with the SWFWMD and the ~~WRWSA~~RWSP to estimate and project needs and sources for a ten-year period based on the demands for use and the quantity and quality of water available to meet demands.
Objective 3.8	The County shall implement water conservation and reuse options using the policies and techniques as outlined in the 10 year Regional Water Supply Plan ~~Water Supply Facilities Work Plan.~~

Flora and Fauna

- Wildlife and Habitat

Objective 3.9	The natural balance of ecological communities becomes altered as development increases. To arrest and reverse this trend, the County shall implement measures to identify and protect ecological communities and threatened wildlife. The destruction of endangered and threatened species and species of special concern shall be prohibited unless mitigated pursuant to US Fish and Wildlife Service (USFWS) and Florida Fish and Wildlife Conservation Commission (FWC) regulations. The alteration of areas for which the presence on-site of such species has been documented or confirmed shall also be prohibited unless the alteration of habitat may be permitted where project alternatives

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CHAPTER FOUR

COASTAL, LAKES, RIVER MANAGEMENT ELEMENT

GOALS, OBJECTIVES, AND POLICIES

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- **GOALS, OBJECTIVES, AND POLICIES**

GOAL #4 - Preserve, protect, and enhance resources of the Coastal, Lakes, and River Areas and where appropriate, restrict development activities which would damage or destroy these resources, protect human life, and limit the public expenditure in areas subject to natural disasters.

Natural Resources

- Habitats and Wetlands

Objective 4.1 Protect native vegetative and ecological communities.

The components of this program are:

- Continued efforts to protect native vegetation and ecological communities. The primary emphasis shall be on, but not limited to, upland habitat for endangered and threatened species and other environmentally sensitive communities. The County will continue efforts to preserve and protect these communities by seeking dedications via the development process, fees-in-lieu of dedications to purchase land, and active coordination with federal, state, local, and regional agencies and/or private organizations to purchase these lands
- The adoption of standards requiring on-site preservation of native habitat implemented through the development review process

Policy 4.1.1 No subdivisions shall be approved unless all lots proposed for development contain upland areas large enough to support the proposed activity and all required buffers and preservation areas.

Policy 4.1.2 The County Land Development Code (LDC) shall contain requirements that native vegetation be utilized in required buffers, setbacks, and open spaces.

Policy 4.1.3 The County LDC shall contain requirements for filtering all runoff from lands adjacent to wetlands and water bodies.

Policy 4.1.4 Standards for signs along coastal, lakes, and river roadways and shores shall be adopted and enforced to preserve visual amenities.

- Living Marine Resources

Objective 4.2 Protect wildlife, living marine resources, and special habitats from adverse impacts of development and human activities. Continue to enforce the natural resource protection provisions in the LDC and related ordinances.

Policy 4.2.1 Coastal wildlife, living marine resources, and special habitats to include:

- Endangered, threatened, and species of special concern
- Bird Rookeries
- Bald Eagle and Osprey nesting locations
- Marine Grass Beds
- Fisheries
- Oyster Beds

Policy 4.2.2 Reserved

Policy 4.2.3 The County Land Development and Enforcement Codes shall protect wildlife; especially endangered, threatened and species of special concern.

Policy 4.2.4 Living marine resources: marine grass beds, fisheries, and oyster bars shall be protected and enhanced.

Policy 4.2.5 The unpermitted destruction of marine grass beds and oyster bars is prohibited.

Objective 4.3 Reserved

- Resource Education

Objective 4.4 Continue the ongoing program of public education to assist in the protection of estuarine, riverine, and lake natural resources.

Policy 4.4.1 The Community Development Division shall coordinate with the Division of Aquatic Services, the Marine Science Station, U.S. Fish and Wildlife Service (USFWS), and Florida Department of Environmental Protection (DEP) to prepare educational materials.

Policy 4.4.2 The educational materials shall be posted at each public access to estuarine, riverine, or lake waters and distributed to all libraries and schools. These materials shall also be posted at private/commercial access points with permission of the owner and

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may be located at strategic points throughout waterbodies where appropriate.

Land Use

- Water-dependent Land Uses

Objective 4.5 Recreational and working waterfronts including ~~W~~water dependent and water-related land uses have priority over all other land uses with exception to conservation, along shoreline areas. The ~~Generalized~~ Future Land Use Map (~~G~~FLUM) shall contain designated areas for coastal water-dependent and water-related land uses.

Policy 4.5.1 The priority ranking of shoreline land uses shall be:

- Water-dependent uses
- Water-related uses
- Non-water related uses

- Shoreline Performance Standards

Policy 4.6.3 New marinas and multi-slip docking facilities must conform to the following criteria:

- Public use marinas are only allowed in marine commercial areas
- Must provide vehicular-trailer parking and sewage pump out facilities
- All proposed parking, dry storage and non-water dependent facilities must be built on upland areas
- Hurricane contingency plans shall be approved by the Community Development Director and Director of Emergency Management
- Shall comply with all applicable County Regulations and Policies
- Coastal and riverine wetlands and grass beds shall be avoided
- Economic need and viability shall be demonstrated
- Fueling facilities shall be designed to contain spills
- Water Circulation shall be maintained
- Any environmental disruptions will be mitigated
- Shall comply with the County Manatee Protection Plan
- Placement of new marinas/multi-slip docking facilities, multifamily docking facilities, and single family docking

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facilities exceeding one slip per 100 feet of shoreline shall be prohibited from designated critical habitats of the West Indian (Florida) manatee

- Construction materials used in shoreline or submerged land construction shall minimize environmental impacts and the best available technology shall be used. Examples of construction standards which are consistent with minimizing environmental impacts are: heavy grade PVC pipe filled with concrete, wood pilings minimally treated, galvanized steel or iron pilings, cantilever dock facilities, floating docks with sealed injected solid foam (may contain CFC's), and dry storage
- Pump-out facilities shall be contained in all marinas, multi-slip, and multifamily residential docking facilities, which are connected to a permitted package, or regional wastewater sewage treatment facility

Coastal, Lakes, and River Water Quality

Objective 4.7	Improvement and maintenance of estuarine and coastal riverine water quality. Water quality in the coastal area shall meet or exceed the "good" water quality index (Environmental Protection Agency [EPA] established in the 305 (b) Technical Report, DEP, 1994.) Water quality in the Lakes and River Area shall be consistent with policies of the Conservation Element.
Policy 4.7.1	No new point sources shall be permitted in waters of the Coastal, Lakes, and River Area except where mandated by the EPA and DEP.
Policy 4.7.2	Reserved
Policy 4.7.3	In order to reduce the amount of untreated stormwater effluent, the County shall prepare a strategic plan to retrofit appropriate areas.
Policy 4.7.4	The volume, velocity, and timing of river and stream flows into estuarine waters shall not be artificially altered from their long-term seasonal ranges.
Policy 4.7.5	Roadways and bridges shall not interfere with surface water flows and should be built with appropriate measures to avoid degrading water quality. Causeways shall not be built.

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Archaeological and Historic Resources

Objective 4.8	The protection, preservation, and sensitive reuse of historic resources shall be implemented through the policies below and development of a comprehensive analysis and plan by 2009.
Policy 4.8.1	The Community Development Division shall prepare a Historic and Archaeological Analysis Report in 2009.

Hurricane Evacuation

Objective 4.9	The County shall maintain or reduce hurricane evacuation times by requiring that new developments not degrade the existing evacuation Level of Service (LOS).
Policy 4.9.1	Maintain and improve the County's Hurricane Evacuation sections of the Peacetime Emergency Plan and coordinate the integration of existing evacuation deficiencies into the regional and local evacuation plans.
Policy 4.9.2	The Geographic Resources and Community Planning Division shall prepare periodic reports at least every seven years on the population at-risk for use in evacuation planning.
Policy 4.9.3	The Hurricane Evacuation Level of Service Standard for Out of County evacuation is sixteen (16) hours for a Category 5 storm event.
Policy 4.9.4	All roadway improvements along the County's evacuation network shall include practicable remedies for flooding problems.
Policy 4.9.5	No new hurricane shelters shall be located within the Category 5 hurricane evacuation area.
Policy 4.9.6	The hurricane vulnerability zone consists of the evacuation areas, from the Tropical Storm through the Category 5 Hurricane Evacuation Zone, as identified in the Storm Tide Atlas in the *2010 Statewide Regional Evacuation Study, Withlacoochee Region (SRES).*
Policy 4.9.7	Development orders issued for developments of regional impact shall contain conditions which require mitigative measures for impacts on hurricane shelter capacity and hurricane evacuation times for developments which generate a number of evacuating vehicles greater than the evacuation traffic capacity on designated

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hurricane evacuation routes.

Policy 4.9.8

All proposed Comprehensive Plan Amendments and new developments within the CHHA must meet the following criteria:

- The adopted LOS for "out of county" hurricane evacuation is maintained for a category 5 storm event as measured on the Saffir-Simpson scale.
- A 12 hour evacuation time to shelter is maintained for a category 5 storm event as measured on the Saffir-Simpson scale and shelter space reasonably expected to accommodate the residents of a development contemplated by the proposed comprehensive plan amendment is available; or
- Appropriate mitigation is provided that will satisfy Policy 4.9.8 (a). or (b). Appropriate mitigation shall include, without limitation, payment of money, contribution of land, and construction of hurricane shelters and transportation facilities.
- County shall enter into a binding contract with the developer detailing any required mitigation.
- If the LOS for the host evacuees has not been established the LOS shall not exceed 16 hours for a category 5 event.

Policy 4.9.9

Citrus County shall assess and adopt regulations in the hurricane vulnerable zone which: (1) limit new development in coastal areas and additional mobile home units; and/or (2) allow new development in coastal areas provided that mitigating measures are established which do not increase hurricane evacuation times; (3) promote land acquisition; and/or (4) establish a fee in lieu program and use those funds generated by fees to support future shelter development..

Policy 4.9.10

The County shall utilize the American Red Cross (ARC) 4496 Standards for Hurricane Evacuation Shelter Selection, which includes standards for shelter location, capacity, inventory, and interior safety criteria during hurricane associated hazards.

Policy 4.9.11

The County shall conduct evacuation traffic analysis using the planned distribution of the County's buildout population. To facilitate this task, the County will utilize a transportation network modeling system. Transportation network modeling shall also be utilized to monitor the impact of large residential projects and of ongoing development on hurricane evacuation times.

Policy 4.9.12

In order to increase public awareness of hurricane hazards, the County shall provide emergency preparedness information and educational opportunities to the public.

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Policy 4.9.13 Lands within hurricane vulnerable areas, particularly low-lying and shoreline areas shall be targeted for public acquisition to protect the natural and beneficial functions of floodplains.

Policy 4.9.14 The County should not improve or build public facilities which encourage growth in the Coastal High Hazard Area, except for necessary public services for existing developments or resource based recreation facilities.

Policy 4.9.15 A hurricane mitigation fund shall be established to provide the resources needed for hazard mitigation projects in the adopted Local Mitigation Strategy.

Policy 4.9.16 The County shall consider the adoption of a shelter mitigation impact fee to provide funds for construction of the additional shelter capacity needed as a result of growth.

Policy 4.9.17 All new mobile home parks and mobile home subdivisions shall be required to construct a hurricane shelter that meets ARC 4496 standards to shelter at least 70% of the residents of the subdivision. Such shelters shall not be located within the hurricane vulnerability zone. (per Policy 4.9.5) Alternatively, the developer may pay a fee to the shelter mitigation fund.

Policy 4.9.18 The County shall require all new shelters meet the ARC 4496 Shelter Guidelines as outlined in Appendix A of the Comprehensive Plan.

Post-disaster and Coastal High Hazard Area

Coastal High-Hazard Area

Objective 4.10 The County shall direct population concentrations away from the Coastal High-Hazard Area through appropriate regulations in the Land Development Code.

Policy 4.10.1 The County shall continue to amend its building codes to reflect coastal hazard concerns and the amendments to the Southern Standard Building Code.

Policy 4.10.2 New sanitary sewer facilities and on-site sewage systems in the Hurricane Surge Areas (vulnerability zone) and areas subject to freshwater flooding shall be flood proofed and equipped with back flow preventors, respectively.

Policy 4.10.3 The Coastal High Hazard Area shall incorporate all lands and

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waters which lie within the Category 1 Hurricane Evacuation Zone. Such area is generally based upon the surge zone as depicted in the ~~*2010 Statewide Regional Evacuation Study: Withlacoochee Region (SRES)*~~*2014 Citrus County Evacuation Zone Map*. The Coastal High Hazard Area boundary and the Limit of Moderate Wave Action (LiMWA) shall be shown on the Land Development Code Atlas.

Policy 4.10.4 ~~Reserved~~ New development, redevelopment, and infrastructure in vulnerable areas shall use best practices to address sea level rise.

Policy 4.10.4B In order to reduce flood risk from, or associated with, the impacts related to sea-level rise, continue to promote the use of the development and redevelopment principles, strategies and engineering solutions contained in the Florida Building Code and the Land Development Code.

Policy 4.10.5 Population concentration shall be directed away from the Coastal High Hazard Area.

Policy 4.10.6 The County shall relocate or replace infrastructure located in the Coastal High Hazard Areas to limit public losses from various events including, but not limited to, storm damage, hurricanes, severe flooding, Sea Level Rise, abandonment of facilities and/ or structures, and tornadoes.

Policy 4.10.7 Lands within hurricane vulnerable areas, particularly low-lying and shoreline areas subject to storm surge shall be targeted for public acquisition to protect the natural and beneficial functions of floodplains.

Policy 4.10.8 The LDC shall contain additional disaster preparedness requirements for new developments whose residents might have limited mobility and/or demand specialized facilities.

Policy 4.10.9 No new Institutional Occupancy uses (i.e., the use of a building or structure, or a portion thereof, in which care or supervision is provided to persons who are or are not capable of self-preservation without physical assistance or in which persons are detained for penal or correctional purposes or in which the liberty of the occupants is restricted, including, but not limited to; hospitals, nursing homes (24-hour care for 6 or more people), psychiatric hospitals, jails, detention centers, reformatories, pre-release centers and other residential restrained or supervised care facilities) shall be allowed within the Coastal High Hazard Area unless the location has direct access to a Principal Arterial roadway.

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Existing facilities shall not expand beyond the density/intensity approved as of January 01, 2004 unless an overriding public need can be demonstrated and the site directly accesses a Principal Arterial roadway.

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Policy 4.10.10 New construction or expansion of R-4 residential occupancy uses, as defined by the latest edition of the Florida Building Code, are not allowed anywhere within the Coastal High Hazard Area unless the site has direct access to a Principal Arterial roadway:

Policy 4.10.10A. New construction or expansion of R-2 residential occupancy uses, as defined by the latest edition of the Florida Building Code, are not allowed within the Coastal High Hazard Area unless all minimum standards of the LDC are met, the proposed development is compatible with surrounding development, the development's access, internal design, and general location do not impede the evacuation of its residents or neighbors, and the project does not negatively impact area evacuation clearance times:

Policy 4.10.10B. New construction or expansion of the R-1 and R-3 residential occupancy uses, as defined by the latest edition of the Florida Building Code, are allowed within the Coastal High Hazard Area.

Existing undeveloped subdivisions and groupings of lots are encouraged to cluster dwellings rather than develop typical lots and homesites in order to minimize the overall footprint of development. Such clustering shall not increase density.

Policy 4.10.11 No new mobile home parks shall be developed within the Coastal High Hazard Area (CHHA) nor shall any existing mobile home park with the CHHA be expanded beyond the number of dwelling units approved as of January 01, 2004. Existing mobile home parks may continue and dwelling units may be maintained, repaired, or replaced as needed, appropriate, and consistent with all other provisions and ordinances. Any replacement unit shall be elevated in compliance with current regulations. No lot or parcel within the CHHA, which currently does not allow mobile homes, shall be permitted to change to allow mobile homes.

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Policy 4.10.12 The County shall limit the height of structures within the Coastal High Hazard Area. Residential structures shall be limited to no more than two stories above the base flood or finished floor elevation. Areas under elevated residential structures may be used only for parking of vehicles, limited dead storage, and access to the structure, not finished living area. Nonresidential structures shall be limited to four stories above finished grade. Industrial facilities, electric power generation and transmission facilities, mining operations, agricultural operations, dry boat storage at marinas, and Seven Rivers Community Hospital are exempt from this provision. Construction or expansion of exempted facilities shall require the assurance of compatibility with surrounding development and may require additional buffers, setbacks, and similar measures.

Policy 4.10.13 Recreational Vehicle (RV) parks, campgrounds, resorts, motels, hotels, and similar temporary lodging facilities are commercial uses. Such uses shall not be allowed to convert to permanent residential uses. No increase in residential dwelling unit densities within the Coastal High Hazard Area shall be allowed.

Post-Disaster Redevelopment

Policy 4.11.8 To ensure that the property rights of current residents of the CHHA are protected, the County shall authorize redevelopment of up to the actual built density/intensity in existence on the property prior to the natural disaster notwithstanding the maximum permitted density/intensity adopted in the GFLUM and LDC Atlas. All such redevelopment shall meet current federal, state, and local construction and development review standards if feasible.

Public Access

Objective 4.12 Increase public access to Coastal, Lakes, and River shoreline areas. A public access study shall be completed ~~by 2009~~.

Infrastructure

Objective 4.13 The LOS standards, areas of service, and phasing of infrastructure in the Coastal, Lakes, and River areas shall be implemented through requirements in the Infrastructure Element and additional standards under this objective shall be incorporated in the County LDC.

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Policy 4.13.1 Infrastructure shall be available to serve the development or redevelopment in the Coastal, Lakes, and River areas at densities designated by the GFLUM and shall be consistent with coastal resource protection and the maintenance safe evacuations.

Policy 4.13.2 No development shall be permitted in the coastal area until the required infrastructure, based on adopted LOS's, are available to serve the proposed area to be development or redeveloped.

Intergovernmental Coordination

- Coastal, Lakes, and River Resources

Objective 4.14 An intergovernmental coordination mechanism shall be established to manage coastal, lakes, and river resources affecting or affected by City of Crystal River and the City of Inverness.

Policy 4.14.1 The County shall develop joint planning and management programs with the Cities of Crystal River, Inverness, Yankeetown, Inglis, and Dunnellon and the Counties of Hernando, Marion, Sumter, and Levy to:

- Ensure adequate preservation of recreational and commercial working waterfronts including water-dependent and water-related land uses
- Prevent water pollution
- Control and retrofit stormwater runoff and inadequate facilities
- Protect living marine resources
- Reduce exposure to natural hazards
- Ensure public access

- Resource Protection Plan

Objective 4.15 The County shall implement appropriate portions of existing resource management plans and establish a mechanism to coordinate with applicable agencies operating/managing resources.

Policy 4.15.1 The County shall assist and coordinate in the development and adoption of resource and management plans for natural reservations and preservation areas.

Policy 4.15.2 The Community Development Division shall continue to coordinate all proposals for change of land use, or extension of infrastructure, adjacent or through natural reservations and

Attachment: Strike-thru and underline draft text (12908 : 5:01 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR) Amendments)

preservation areas with appropriate public/private agency (ies).

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- Hazard Mitigation Program

Objective 4.16	The County shall minimize future losses to Citrus County residents from all disasters by reducing the risk to people and property.
Policy 4.16.1	The County will pursue a continuing effort to reduce hazards in accordance with the plans, programs, and activities identified in the Citrus County Local Mitigation Strategy, Adopted by the Citrus County Board of County Commissioners on April 26, 2005 by Resolution No. 2005-085.

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ORDINANCE NO. 2021-_____

AN ORDINANCE OF CITRUS COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AMENDING THE CITRUS COUNTY COMPREHENSIVE PLAN BY REVISING TEXT AND MULTIPLE GOALS, OBJECTIVES AND/OR POLICIES FOR EAR-BASED AMENDMENTS WITHIN THE CONSERVATION ELEMENT (CHAPTER THREE), AND THE COASTAL, LAKES, AND RIVER MANAGEMENT ELEMENT (CHAPTER FOUR); PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION; PROVIDING FOR SCRIVENER'S ERRORS; PROVIDING FOR MODIFICATIONS THAT MAY ARISE FROM CONSIDERATION AT PUBLIC HEARING; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Citrus County Board of County Commissioners recognize the need to plan for orderly growth and development while protecting Citrus County's abundant natural resources; and

WHEREAS, the Board of County Commissioners adopted the Citrus County Comprehensive Plan, Ordinance No. 89-04 on April 18, 1989, and subsequent amendments; and

WHEREAS, Chapter 163, Florida Statutes provide for the amendment of the Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED BY CITRUS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA AS FOLLOWS:

SECTION 1. SHORT TITLE

THIS ORDINANCE shall be known as, cited as, and referred to as the Citrus County "CPA-21-05 EAR-Based Comprehensive Plan Amendments" and shall be effective within the unincorporated areas of Citrus County, Florida.

SECTION 2. AUTHORITY AND INTENT

This Citrus County Comprehensive Plan Amendments are adopted in accordance with Chapter 163, Florida Statutes.

SECTION 3. CHAPTER 3, CONSERVATION ELEMENT

Revisions to the Citrus County Comprehensive Plan, Conservation Element, is hereby modified as presented and fully described in Exhibit "A" attached hereto and incorporated herein by reference.

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Attachment: Draft Clean Ordinance [Revision 1] (12908 : 5:01 p.m. CPA-21-05 – Evaluation and Appraisal Report (EAR) Amendments)

SECTION 4. CHAPTER 4, COASTAL, LAKES, RIVER MANAGEMENT ELEMENT

Revisions to the Citrus County Comprehensive Plan, Coastal, Lakes, River Management Element, is hereby modified as presented and fully described in Exhibit "B" attached hereto and incorporated herein by reference.

SECTION 6. SEVERABILITY

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 section, subsections, sentences, clauses, or phrases be declared illegal, invalid or unconstitutional and all ordinances and parts of ordinances in conflict with the provisions of the ordinance are hereby revealed.

SECTION 7. INCLUSION IN THE COMPREHENSIVE PLAN

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 Citrus County Comprehensive Plan (Citrus County Ordinance No. 89-04). To this end, the sections of this Ordinance may be renumbered or re-lettered to accomplish such intention, and that the word "ordinance" may be changed to "section" "article" "policy" or other appropriate designation.

SECTION 8. MODIFICATIONS

It is the intention 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 pursuant to Section 9.

SECTION 9. EFFECTIVE DATE

The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may

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nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state land planning agency.

DONE AND ADOPTED in regular meeting of the Board of County Commissioners of Citrus County, Florida, this _____day of _____2021.

CITRUS COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

ATTEST:

_____ **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

DRAFT

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EXHIBIT A

CPA-21-05

CONSERVATION ELEMENT – Chapter Three

Amendments to the following section, objective, and policies to read:

III. Conservation Plan

A. Water Resources

3. The County's groundwater supplies are good to excellent in both quality and quantity. Since there are often no, or limited, confining layers to the Floridan aquifer, this valuable resource is vulnerable to contamination. Groundwater resources are particularly vulnerable in karst sensitive areas where karstic limestone is located very close to the surface (Figure 3-18).

   The land area identified in on the Citrus County Springs and Springsheds Map (Figure 3-5.1) is the area that should be subject to protective measures. The combined springshed is considered to be the area where the development of land will have the most direct impact on the springs and spring quality. As shown, this is nearly the entire County.

   The Citrus County LDC contains generalized wellhead protection regulations, but more site-specific protection standards utilizing all available data would afford protection that is more complete. The Homosassa Special Water District with the assistance of the Florida Rural Water Association and FDEP developed a detailed wellhead protection plan for their wells.

   The increasing growth in the Tampa Bay Water area has resulted in Tampa Bay Water developing a resource plan, which identifies future water sources. This report includes areas within the Withlacoochee region and Citrus County. In order to assure protection of the region's natural resources and sufficient supply for existing and future residents the County has adopted regulations, which will prohibit out of County export unless the receiving community has exhausted all local sources. The County has also taken action to assure that all withdrawals do not have an adverse effect on the environment.

   Water conservation is an important component to protecting our water supplies. There are many techniques, which can serve to reduce water consumption without drastic regulations. The County has adopted standards within the Land Development Code to encourage xeriscaping and the use of native species in landscaping. The County should continue to assist the district with their water conservation program and provide incentives for xeriscaping, reuse, and public information.

   Emergency conservation of water is administrated by the SWFWMD under enabling legislation of Section 373.246, F.S. A water shortage plan was adopted as rule by the SWFWMD. This rule provides for water use restrictions and enforcement procedures.

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EXHIBIT A (continued)

CPA-21-05

CONSERVATION ELEMENT – Chapter Three

The County will continue to assist the district in the implementation of the Regional Water Supply Plan. In 1997, the Florida Legislature significantly amended Chapter 373.F.S., to include specific regional water supply planning requirements for the Water Management Districts (WMDs). The statutes were revised to require the preparation of a District-Wide Water Supply Assessment; the designation of one or more water supply planning regions within each district; and the preparation of a Regional Water Supply Plan (RSWP). The statute requires the reassessment of the need for a RWSP every five years, and that each RWSP shall be based on a minimum 20-year timeframe (Section 373.0361, F.S.). In response to the amended statutes, the District completed a Water Supply Assessment in 1998 that quantified water supply needs through the year 2020 and identified areas where future demand could not be met by traditional groundwater sources (SWFWMD, 1998). In addition, the County should provide specific measures for local concerns and conservation programs.

Objective 3.7	The County, with direction from the RWSP and assistance of SWFWMD, shall maintain estimates, project demands, and available water supplies for the planning period.
Policy 3.7.1	The County shall establish a program in coordination with the SWFWMD and the RWSP to estimate and project needs and sources for a ten-year period based on the demands for use and the quantity and quality of water available to meet demands.
Objective 3.8	The County shall implement water conservation and reuse options using the policies and techniques as outlined in the 10 year Regional Water Supply Plan.

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EXHIBIT B

CPA-21-05

Coastal, Lakes and River Management Element – Chapter Four

Amendments to the following sections, objectives, and policies to read:

I. INTRODUCTION

A. Coastal Area Definitions

Revise the following definition to read as follows:

"Coastal High Hazard Area" (CHHA): The coastal high-hazard area is the area below the elevation of the category 1 storm surge line as established by a Sea, Lake, and Overland Surges from Hurricanes (SLOSH) computerized storm surge model. (Florida Statutes 163.3178). These Special Flood Hazard Areas (SFHAs) along the coasts have additional hazards due to wind and wave action. These areas are identified on current Flood Insurance Rate Maps (FIRMs) as zones V and VE. In 2021, Citrus County Coastal FIRM flood maps were updated to include a line called the Limit of Moderate Wave Action (LiMWA). The LiMWA marks the inland limit of the "Coastal A Zone" – the part of the Coastal SFHA referenced by building codes and standards where wave heights can be between 1.5 and 3 feet during a base flood event.

Add the following definition:

"Sea Level Rise": An increase in sea level caused by a change in the volume of the world's oceans and changes in local ground elevations. Sea level rise leads to increased frequency and depth of flooding in coastal areas (FEMA Coastal Flood Risk Study).

II. COASTAL AREA INVENTORY AND ANALYSIS

E. Hurricane Evacuation

Amend the following text:

2. Coastal Evacuation

The information in this section is taken from the *2014 Evacuation Zone Map* prepared by Citrus County Office of Emergency Management and GIS. This report, which replaces the *WRPC Hurricane Evacuation Study (2004)*, contains updated population and land use data and represents a quantitative, statewide standardized study across Florida. The major components of the study include an analysis of hazards, vulnerability, demographics, behavioral factors, transportation, and other factors important to emergency preparedness. The forthcoming 2020 Evacuation Study conducted by the Tampa Bay Regional Planning Council (TBRPC) will contain an updated detailed analysis of potential evacuation from coastal storms and

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hurricanes, inland flooding, and wildfires. The complete Evacuation Zone data will be placed on file in the Department of Growth Management and GIS.

a. Hurricane Hazards

The principal tool used to predict the expected hazards from hurricanes affecting the region is the Sea, Lake and Overland Surges from Hurricanes (SLOSH) numerical storm surge prediction model. The SLOSH model predicts the storm surge heights that result from hypothetical hurricanes with selected various combination of pressure, size, forward speed, track, and winds. Additional technical information on the hurricane analysis models can be found in the SRES report which also provides a description of the various hazards from hurricanes including high wind speeds, storm surge on the coastline, and freshwater flooding.

The intensity of a storm is measured by the Saffir-Simpson scale of hurricane intensities. Refer to Table 4-2, Saffir-Simpson Hurricane Wind Scale. Tropical storm winds range from 39 to 73 mph. A tropical storm becomes a hurricane when the one-minute average speed of 74 mph is reached. Damage from high wind increases exponentially for each storm category. Any hurricane force wind can create a significant amount of structural, agricultural, or projectile damage. Tornadoes are another hazard spawned by high wind conditions. Mobile homes are particularly vulnerable to damage from high winds.

TABLE 4-2
SAFFIR-SIMPSON HURRICANE WIND SCALE

Hurricane Category	Sustained Wind Speeds	Potential Damage
1	74-95 mph	Very dangerous winds will produce some damage
2	96-110 mph	Extremely dangerous winds will cause extensive damage
3	111-130 mph	Devastating damage will occur
4	131-155 mph	Catastrophic damage will occur
5	156 mph and above	Catastrophic damage will occur

Source: Withlacoochee Regional Planning Council, 2010 Statewide Regional Evacuation Study
Prepared by: Citrus County Geographic Resources and Community Planning Division, 2014

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EXHIBIT B (continued)

CPA-21-05

Coastal, Lakes and River Management Element – Chapter Four

Storm surge is a potential threat on the coastline of Citrus County. The SLOSH analysis indicates that a storm surge could affect properties a distance of up to 10.5 miles from the coastline. Populated areas that are subject to possible storm surge include the City of Crystal River, Chassahowitzka, Ozello, and Homosassa.

Freshwater flooding is also a potential problem in a hurricane event because a storm can bring up to 6 to 12 inches of rainfall in a 24-hour period causing widespread flooding. Such flooding can block evacuation routes in advance of the storm, and create barriers to safe return after the storm. Contamination to drinking water supplies is also a threat.

a. Hurricane Vulnerability

As part of the regional study, all coastal areas were mapped using remote-sensing LIDAR (Light Imaging Detection and Ranging). The SLOSH model was used to predict the magnitude of storm surge for various scenarios of storm strengths and directions and to map storm surge inundation areas. Refer to Figure 4-4. Based on these areas of inundation, evacuation zones were established, the population at risk was determined for various hurricane intensities, and the facilities vulnerable to hurricane related flooding were identified.

The population at risk is defined as the number of persons that must be evacuated from the hazards of a tropical storm or hurricane. Using the SLOSH model, the entire population in the potential storm tide area is calculated and then classified according to five evacuation levels (evacuation levels A, B, C, D and E) that correspond to the five categories of hurricane on the Saffir-Simpson Hurricane Scale. The evacuation zones are defined by the Citrus County Office of Emergency Management based on the expected inundation areas and logical boundaries. All mobile homes and RV units are considered at risk even in areas not vulnerable to storm tide because they are vulnerable to hurricane force winds. Potential storm tide heights were also estimated as shown in Table 4-3.

In every evacuation there are residents who choose to evacuate even though they are not located in a surge vulnerable area or in a mobile home or RV. The phenomenon is termed “shadow evacuation” and has been documented in behavioral studies on hurricane evacuation. There are also a percentage of the population at risk that do not evacuate even though they are deemed to be at risk. The *Evacuation Zone Map* contains planning assumptions to assist in development of anticipated evacuating populations under different storm scenarios. For planning purposes, the “Base Scenario” is used which represents 100% participation of population at risk plus “shadow evacuation”. The Base Scenario is considered the “planning scenario”, and is the more conservative estimate which will be used for growth management

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purposes. According to the SRES, the difference between the population at risk and the actual evacuating population can be as much as 20% to 40%.

TABLE 4-3
POTENTIAL STORM TIDE HEIGHT
CITRUS COUNTY
(IN FEET ABOVE NAVD88)

Storm Strength Category	Potential Storm Tide Height
1	4.8-10.8
2	12.4-19.9
3	19.0-25.1
4	25.5-32.3
5	30.1-41.3

Source: Withlacoochee Regional Planning Council, 2010 Statewide Regional Evacuation Study, Table IV-1.
Prepared by: Citrus County Geographic Resources, 2014

Amend the following text:

III. COASTAL AREA INVENTORY AND ANALYSIS
G. Public Access
2. Access Demand and Needs

The coastal area offers many recreational opportunities; however, the public is often precluded from these opportunities. Table 4-10 summarizes coastal shoreline access. This summary is not limited to saltwater areas due to the nature of the County's coastal area and the access provided by the four coastal rivers.

Saltwater beach access in the County cannot be treated similar to other areas in the state due to our extremely limited resource. Saltwater beach demand is greater than the available supply. The County's only saltwater beach is located at Fort Island Gulf Beach. This site has been slated for expansion within the Recreation and Open Space Element. This proposed expansion, if permitted, may be the only site available for current and future saltwater beach locations. Any expansion of saltwater beach areas will require dredging and filling activities, which are not consistent with marine resource protection policies.

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Freshwater beach locations are limited by the wetlands associated with the springs and riverine systems of the coastal area. Currently, the only site is located at Hunter's Spring Park (City of Crystal River). Future expansions of such areas are limited by shoreline land uses and wetland areas. Analysis of needed freshwater beach areas was not conducted. If such areas are determined as needed, appropriate facilities may include swimming areas with a boardwalk access and swimming pools.

The need for fishing piers in the coastal area has been demonstrated in the Recreation and Open Space Element. However, no quantified determination of needs has been completed. The gradual slope of our coastal waters (1:6, 667) and the resultant shallow waters demonstrate that parallel shoreline boardwalks may be a better alternative to perpendicular shoreline piers.

The Fort Island Trail Park constructed in 1993/94 provides access to the Crystal River. It contains two double lane boat ramps, three boat docks, a fishing pier, rest rooms, and an administrative office. The development of this park added 1,009 feet of shoreline access (259 feet for pier and 750 feet bank access). At Fort Island Gulf Beach, a 200 ft. fishing pier has been added.

Coastal boat access, as inventoried, consists of boat ramps, launching lanes, dry slips, and wet slips. The total boat ramps and lanes in the coastal area consist of 27 and 32, respectively. Wet slips and dry slips consist of 486 and 704, respectively. The need for 2 ramps on the Crystal River and 1 on the Homosassa River has been identified. In 1993, 2 ramps and 4 lanes were added at Fort Island Trail Park.

An analysis of future needs for wet and dry slips, marinas, and multi-slip docking has not been completed due to limited standards and measures. These standards are used to measure the amount of need based upon the demand demonstrated by the potential user group (population, tourists, etc.).

TABLE 4-10
SUMMARY OF COASTAL SHORELINE ACCESS

Access	Public	Private	Total
Saltwater Beach (feet)	950	---	950
Freshwater Beach (feet)	240	---	240
Fishing Pier (linear feet)	1299	105	1404
Coastal Boat Access (Ramps, Lanes)	27, 32	10, 14	17, 18
Coastal Wet Slips	---	486	486
Coastal Dry Slips	---	705	705

Source: Citrus County Public and Private Recreation Inventory July 1987
Division of Parks and Recreation, 2005
Prepared by: Citrus County Community Development Division, 1996

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EXHIBIT B (continued)

CPA-21-05

Coastal, Lakes and River Management Element – Chapter Four

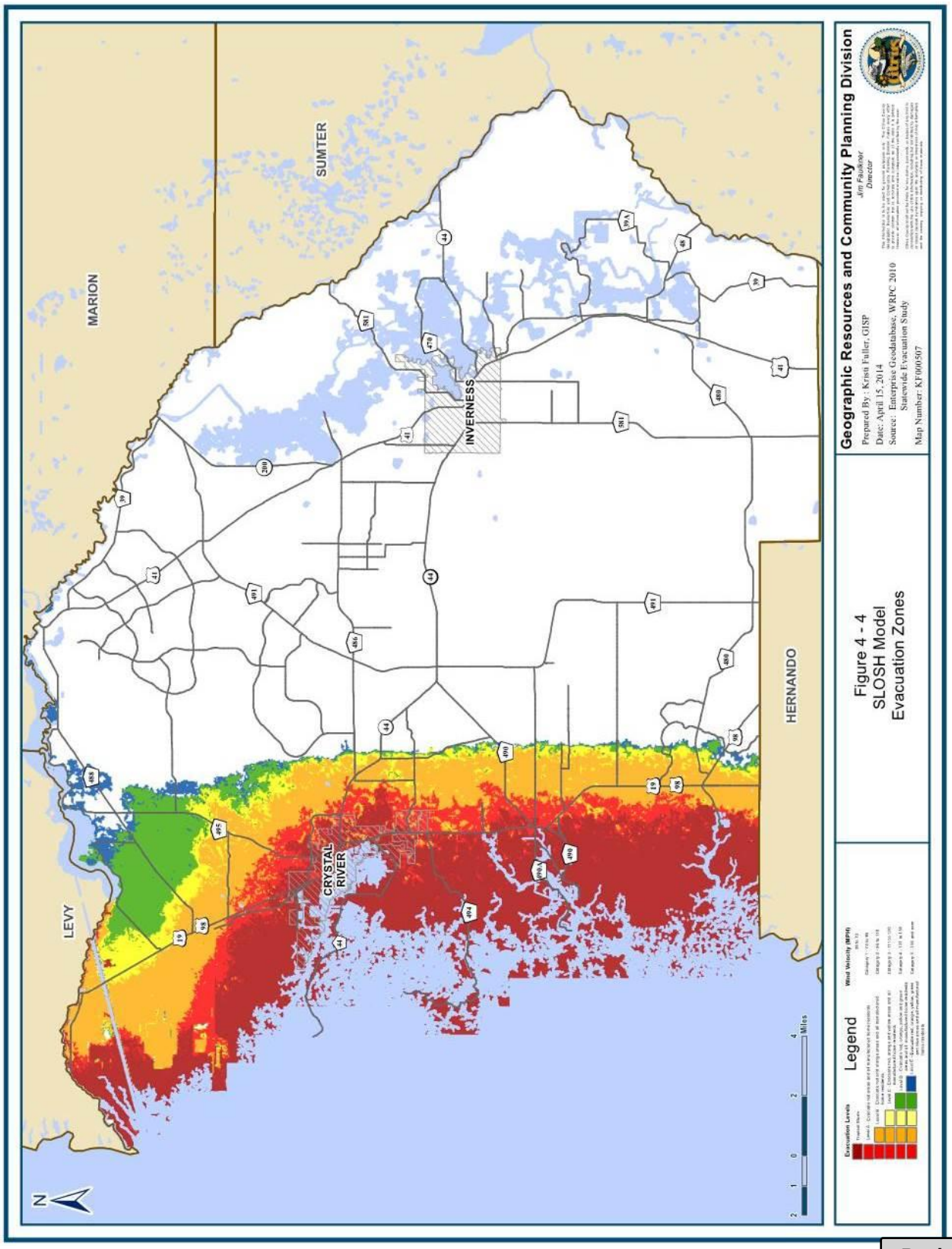

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EXHIBIT B (continued)

CPA-21-05

Coastal, Lakes and River Management Element – Chapter Four

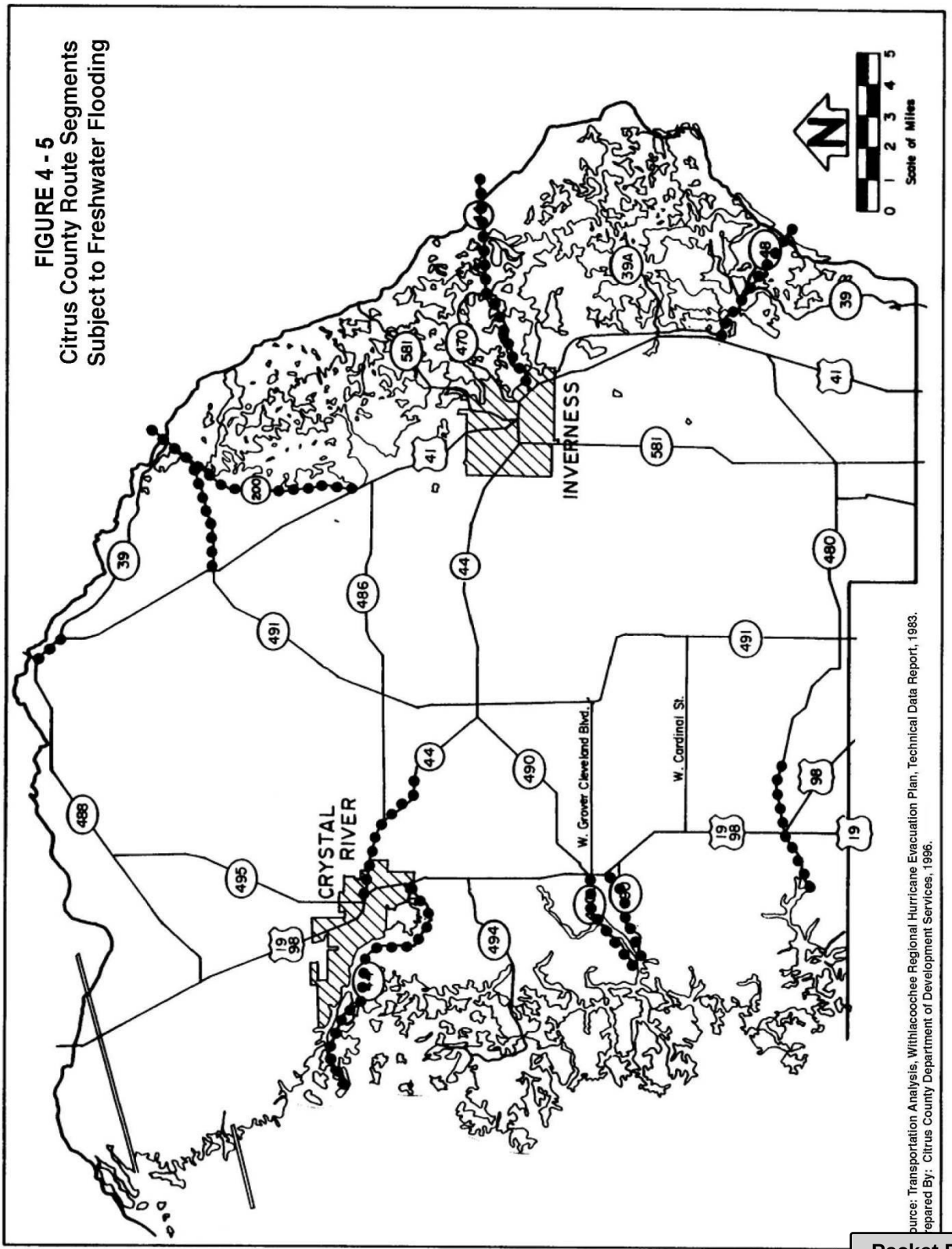

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EXHIBIT B (continued)

CPA-21-05

Coastal, Lakes and River Management Element – Chapter Four

Amend the following objective and policies to read as follows:

Objective 4.5 Recreational and working waterfronts including water dependent and water-related land uses have priority over all other land uses with exception to conservation, along shoreline areas. The Future Land Use Map (FLUM) shall contain designated areas for coastal water-dependent and water-related land uses.

Policy 4.10.3 The Coastal High Hazard Area shall incorporate all lands and waters which lie within the Category 1 Hurricane Evacuation Zone. Such area is generally based upon the surge zone as depicted in the *2014 Citrus County Evacuation Zone Map*. The Coastal High Hazard Area boundary and the Limit of Moderate Wave Action (LiMWA) shall be shown on the Land Development Code Atlas.

Add the following policy:

Policy 4.10.4B In order to reduce flood risk from, or associated with, the impacts related to sea-level rise, the County will continue to promote the use of the development and redevelopment principles, strategies and engineering solutions contained in the Florida Building Code and the Land Development Code.

Revise the following objectives and policies to read as follows:

Policy 4.10.4 New development, redevelopment, and infrastructure in vulnerable areas shall use best practices to address sea level rise.

Policy 4.10.6 The County shall relocate or replace infrastructure located in the Coastal High Hazard Areas to limit public losses from various events including, but not limited to, storm damage, hurricanes, severe flooding, Sea Level Rise, abandonment of facilities and/ or structures, and tornadoes.

Objective 4.12 Increase public access to Coastal, Lakes, and River shoreline areas. A public access study shall be completed.

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EXHIBIT B (continued)

CPA-21-05

Coastal, Lakes and River Management Element – Chapter Four

Policy 4.14.1 The County shall develop joint planning and management programs with the Cities of Crystal River, Inverness, Yankeetown, Inglis, and Dunnellon and the Counties of Hernando, Marion, Sumter, and Levy to:

- Ensure adequate preservation of recreational and commercial working waterfronts including water-dependent and water-related land uses
- Prevent water pollution
- Control and retrofit stormwater runoff and inadequate facilities
- Protect living marine resources
- Reduce exposure to natural hazards
- Ensure public access

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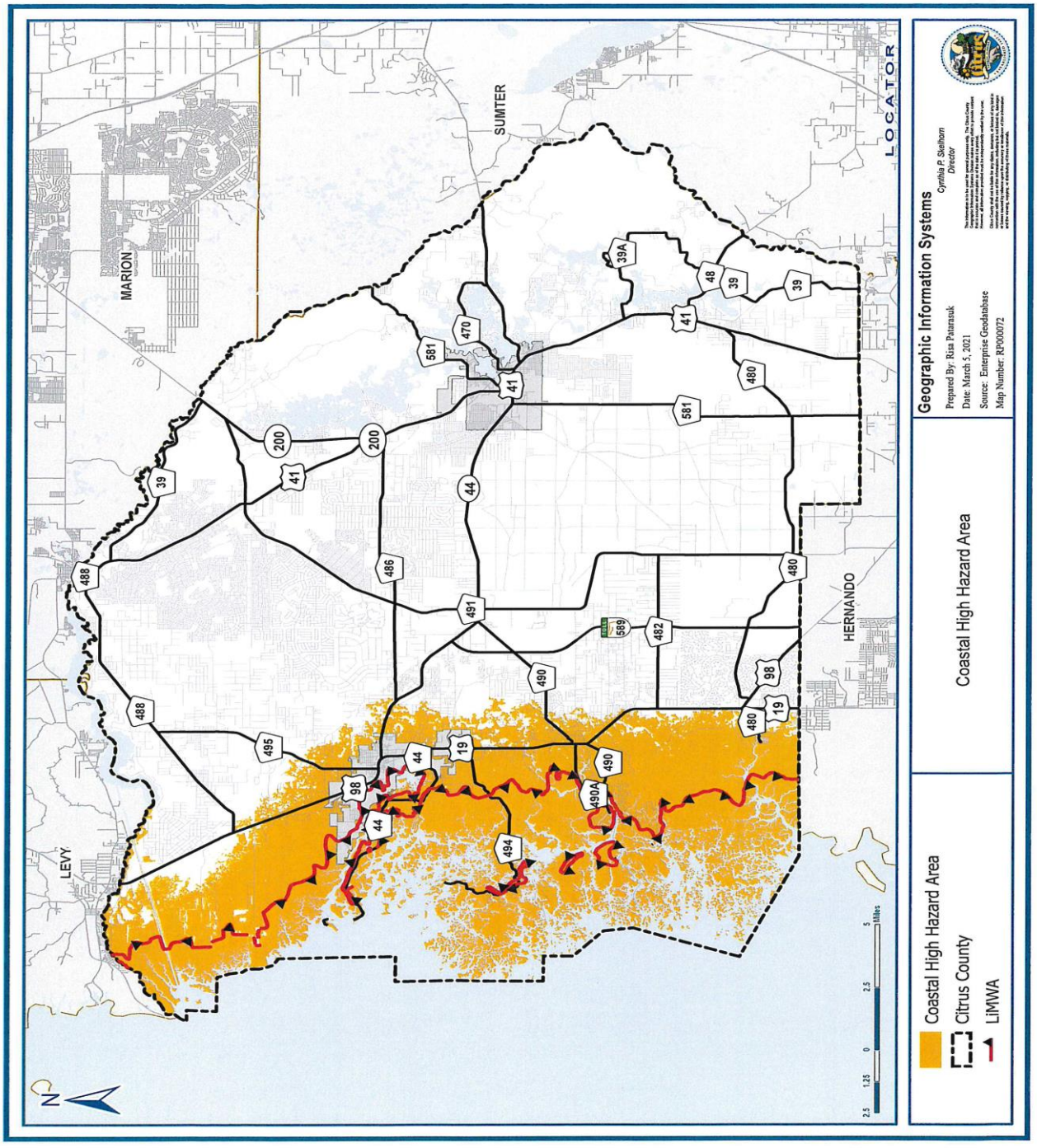
EXHIBIT B (continued)

CPA-21-05

Coastal, Lakes and River Management Element – Chapter Four

Remove existing Figure 4-7, Coastal High Hazard Area, and replace with this Figure:



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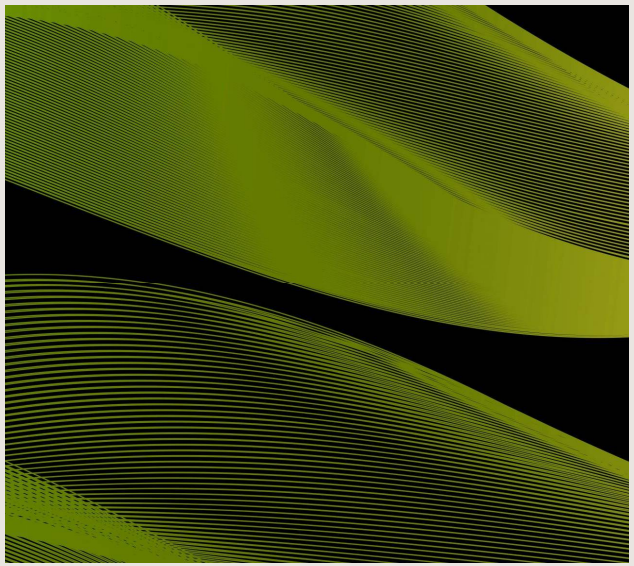

CPA-21-05

Evaluation and Appraisal (EAR) Based Amendments

Citrus County Land Development Division

Planning and Development Commission
April 15, 2021

Evaluation and Appraisal (EAR) Based Amendments

- In accordance with the requirements of F.S. 163.3191 (1) and F.A.C. 73C-49.
  - The County must determine if the need exists to amend the Plan to reflect changes in State requirements.
  - At least every 7 years.
  - Citrus County evaluated its Comprehensive Plan in 2020 and determined that amendments are necessary.

Attachment: BCC Planner PowerPoint (12908 : 5:01 p.m. CPA-21-05 – Evaluation and Appraisal Report

- The Department of Economic Opportunity (DEO) was notified in June of 2020.
- Amendments must be prepared and transmitted to the DEO within one year from notification.
- EAR based amendments must be transmitted no later than July 1, 2021.

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- The amendment modifies or adds existing objectives and policies in the following Elements:
- **Conservation Element - Chapter 3**:
  - Reference to the regional water supply plan
- **Coastal, Lakes and River Management Element - Chapter 4:**
  - Update of the Coastal High Hazard Area (CHHA) maps and definition
  - Address sea level rise
  - Shoreline use component
  - Working waterfronts
  - Update to evacuation data

Attachment: BCC Planner PowerPoint (12908 : 5:01 p.m. CPA-21-05 – Evaluation and Appraisal Report